

## ALPENA CITY COUNCIL MEETING

February 20, 2023 – 6:00 p.m.

### AGENDA

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

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

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

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

1. Call to Order.
2. Pledge of Allegiance.
3. Approval of and Proposed Modifications to the Agenda.
4. Approval of the Minutes – Regular and Closed Sessions of February 06, 2023; and Special Session of February 13, 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 \$347,283.11, and Authorize Mayor Waligora and Clerk Soik to Sign.
  - B. Approval of a Financial Allocation to Northeast Michigan Materials Management Authority in the Amount of \$5,000 to Support the 2023 Clean Up Day and Electronics Day.
8. Presentations.
9. Announcements.
10. Mayoral Proclamation.
11. Report of Officers.
  - A. City of Alpena 2023 Proposed Industrial Class Assessment Increases Per County Equalization – Allan Berg, Assessor.
  - B. Introduction of Economic Development Coordinator for Target Alpena – Rachel Smolinski, City Manager.
  - C. Second Reading of Ordinance No. 23-484 Which Amends the Chapter 18, Section 18-1 of the Medical Marihuana Facilities and Adult-Use Marihuana Establishments – Bill Pfeifer, City Attorney.
  - D. Second Reading of Ordinance No. 23-485 Which Amends Article III. Retirement System, Section 62-73(b)(5). – Bill Pfeifer, City Attorney.
  - E. Second Reading of Ordinance No. 23-486 Which Amends Chapter 86 – Taxation; Article V – Bingham School Tax Exemption, By Amending Sec. 86-99 Duration – Bill Pfeifer, City Attorney.
12. Communications and Petitions.
13. Unfinished Business.
14. New Business.

- A. 2023 Dock Replacement – Shannon Smolinski, Harbormaster.
- B. Water Production Plant Autoclave Sterilizer Replacement – Stephen Shultz, City Engineer.
- C. Water Recycling Plant Detritter Replacement – Stephen Shultz, City Engineer.
- D. Plow Truck Replacement – Stephen Shultz, City Engineer.
- E. Turnout Gear Capital Improvement Plan Request – Rob Edmonds, Fire Chief.
- F. Mask Fit Testing Fee Schedule – Rob Edmonds, Fire Chief.
- G. Carded CPR/AED Training Fee Schedule – Rob Edmonds, Fire Chief.
- 15. Adjourn to Closed Session to Discuss Labor Union Negotiations.
- 16. Return to Open Session.
- 17. Possible Approval of Technical, Professional and Office Workers of Michigan (TPOAM) Department of Public Works Collective Bargaining Agreement.
- 18. Adjournment.



Rachel Smolinski  
City Manager

## **COUNCIL PROCEEDINGS**

**February 06, 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 Nowak, to approve the agenda.

Motion carried 5-0.

### **MODIFICATION TO THE AGENDA**

Moved by Mayor Pro Tem Johnson, seconded by Councilmember Nowak, to add under New Business, the Michigan Economic Development Corporation grant with the City of Alpena.

Motion carried 5-0.

### **MINUTES**

The minutes of the regular and closed sessions of January 17, 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 \$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.

Motion carried 5-0.

### **CULLIGAN PLAZA DESIGN PRESENTATION**

Aaron Senchuk, Landscape Designer for Drost Landscape, presented a design of Culligan Plaza.

Moved by Councilmember Walchak, seconded by Councilmember Mitchell, to proceed.

Motion carried 5-0.

### **GRANT SUPPORT SERVICES**

Moved by Councilmember Nowak, seconded by Mayor Pro Tem Johnson, to amend the FY22-23 services agreement with Target Alpena for additional service at the above rate of \$961.54 per week for grant writing on a date agreed upon and further approve the Mayor and City Clerk to sign on our behalf.

Motion carried 5-0.

### **ORDINANCE NO. 23-485**

City Attorney Pfeifer delivered the first reading of Ordinance No. 23-485, which amends Article III. Retirement System, Section 62-73(b)(5).

**ORDINANCE NO. 23-486**

City Attorney Pfeifer delivered the first reading of Ordinance No. 23-486, which amends Chapter 86 – Taxation; Article V – Bingham School Tax Exemption, by amending Sec. 86-99 Duration.

**MARIHUANA ORDINANCE NO. 23-484 WORK SESSION**

Montiel Birmingham, Planning, Development and Zoning Director, facilitated a work session of revisions to Ordinance No. 23-484, which amends Chapter 18, section 18-1 of the Medical Marihuana Facilities and Adult-Use Marihuana Establishments. A second reading of the ordinance is expected at the February 20, 2023, Council Meeting.

**MICHIGAN ECONOMIC DEVELOPMENT CORPORATION (MEDC) GRANT**

Moved by Councilmember Nowak, seconded by Mayor Pro Tem Johnson, to approve [the MEDC Grant Agreement] and allow the City Manager to sign on our behalf.

Motion carried 5-0.

**RECESS**

The Municipal Council recessed from 7:41 p.m. to 7:46 p.m.

**RECONVENE IN CLOSED SESSION**

Moved by Councilmember Nowak, seconded by Mayor Pro Tem Johnson, 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 8:33 p.m.

**ADJOURNMENT**

On motion of Mayor Pro Tem Johnson, seconded by Councilmember Walchak,  
the Municipal Council adjourned at 8:34 p.m.

Matthew Waligora  
Mayor

ATTEST:

Anna Soik  
City Clerk

## **COUNCIL PROCEEDINGS**

**February 13, 2023**

The Municipal Council of the City of Alpena met in special session on the above date and was called to order at 5:00 p.m. by the Mayor. This was conducted as a joint meeting with the Planning Commission.

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.

### **2024 – 2029 CAPITAL IMPROVEMENT PLAN**

The Municipal Council and the Planning Commission met to hear the Capital Improvement Plan for 2024 – 2029. Department Heads presented their requests to the Planning Commission and the Municipal Council for approval.

Moved by Mayor Pro Tem Johnson, seconded by Councilmember Walchak, to [approve the 2024 – 2029 Capital Improvement Plan, as drafted, and to correct the Second Avenue Biennial Routine Bridge Inspection project to reflect that it occurs biennially in the CIP document].

Motion carried 5-0.

On motion of Mayor Waligora, seconded by Councilmember Nowak, the Municipal Council adjourned at 5:54 p.m.

Matthew J. Waligora  
Mayor

ATTEST:

Anna Soik  
City Clerk

# INVOICE REGISTER

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EXP CHECK RUN DATES 02/21/2023 - 02/21/2023

UNJOURNALIZED

OPEN - CHECK TYPE: PAPER CHECK

VENDOR	INVOICE #	DESCRIPTION	AMOUNT
9 OAKS INN	A-118-2	LODGING - POLICE	220.00
9 OAKS INN	A-119-1	LODGING - POLICE	165.00
AIRGAS USA LLC	9994454220	CYLINDER RENTAL	75.57
AIRGAS USA LLC	9994415244	CYLINDER RENTAL - FIRE/EMS	20.61
ALLEGRA ALPENA	155618	SUPPLIES - BLDG	141.44
ALPENA ACE HARDWARE	4162	SUPPLIES - FIRE/EMS	6.99
ALPENA AREA CHAMBER OF COMMERCE	23859	GRANT SERVICES	9,134.62
ALPENA COUNTY TREASURER	022123	IT CONTRACTED SVCS 02/23	8,446.00
ALPENA DIESEL SERVICE	76157	VEH MAINT #45	3,261.57
ALPENA DIESEL SERVICE	76057	VEH MAINT #36	261.45
ALPENA DIESEL SERVICE	76040	VEH MAINT - EQ	997.14
ALPENA DIESEL SERVICE	76085	VEH MAINT - EQ	165.71
ALPENA DIESEL SERVICE	76081	VEH MAINT #57	5.58
ALPENA DIESEL SERVICE	76132	SECOND AVE BRIDGE AIR HORN	35.42
ALPENA POWER COMPANY	022123	ELECTRIC	19,534.57
ALPENA STREET PERFORMERS	022123	STREET PERFORMERS - DDA	750.00
AMAZON CAPITAL SERVICES INC	1RQX-RWRL-3CLX	SUPPLIES - POLICE	39.89
AMAZON CAPITAL SERVICES INC	133K-RVC6-3HQB	SUPPLIES - FIRE/EMS	408.32
AMAZON CAPITAL SERVICES INC	1TRK-YY9G-NM6F	UNIFORMS/SUPPLIES - FIRE/EMS	232.78
AMAZON CAPITAL SERVICES INC	14TG-3CRW-1J3N	SUPPLIES - DPW	30.76
AMAZON CAPITAL SERVICES INC	13Y1-J3CD-QDHP	SUPPLIES - FIRE/EMS	11.99
AMAZON CAPITAL SERVICES INC	1DKQ-9XCD-4PQL	SUPPLIES - POLICE	12.89
AMAZON CAPITAL SERVICES INC	1J16-HW9F-9LW9	MONEY COUNTER	669.00
ANDREW MARCEAU	022123	BLS INSTRUCTOR/MEALS - FIRE/EMS	156.19
APPLIED INDUSTRIAL TECH-MI LTD	7025043187	VEH MAINT - EQ	45.30
ARROWHEAD UPFITTERS INC	7070	VEH MAINT - POLICE	197.00
BALL TIRE & GAS INC	214294	VEH MAINT - EQ	20.00
BALL TIRE & GAS INC	214335	VEH MAINT - EQ	321.21
BALL TIRE & GAS INC	214645	VEH MAINT - EQ	20.00
BALL TIRE & GAS INC	214753	VEH MAINT - POLICE	89.00
BECK TIRE	022123	VEH MAINT - EQ	1,630.00
BECKETT AND RAEDER	2023005	PROF SERVICES - DDA	520.00
BERG ASSESSING & CONSULTING INC	23-0000915	ASSESSING CONTRACTED SVCS 02/23	7,366.00
BERG ASSESSING & CONSULTING INC	23-0000963	BOR TRAINING - NOWAK	10.00
BP	022123	GAS/FUEL - FIRE/EMS/EQ	5,930.43
BRUCE TILLINGER	013123	MECH INSP SVCS 01/23	4,227.20
BRUCE TILLINGER	013123	PLUMBING INSP SVCS 01/23	1,368.80
CARQUEST AUTO PARTS	475357	VEH MAINT - EQ	18.19
CARQUEST AUTO PARTS	475399	VEH MAINT - FIRE/EMS	84.88
CARQUEST AUTO PARTS	475540	VEH MAINT - EQ	2.62
CARQUEST AUTO PARTS	475541	VEH MAINT - EQ	57.78
CARQUEST AUTO PARTS	475648	VEH MAINT - EQ	22.99
CARQUEST AUTO PARTS	475704	SUPPLIES - FIRE/EMS	197.80
CARQUEST AUTO PARTS	475831	SUPPLIES - FIRE/EMS	38.60
CARQUEST AUTO PARTS	476332	VEH MAINT - EQ	70.50
CHARTER COMMUNICATIONS	0161888012723	FAX LINE - PUBLIC WORKS	89.98
CHARTER COMMUNICATIONS	0015914020523	WATER TWR INTERNET SIGNALS	627.88
CMP DISTRIBUTORS INC	73487	BODY ARMOR - POLICE	767.00
COMPASS MINERALS	1124407	STORES - ROAD SALT	19,799.77
COMPASS MINERALS	1123204	STORES - ROAD SALT	13,160.09
COMPASS MINERALS	1125395	STORES - ROAD SALT	3,681.97
CONTROL SOLUTIONS INC	10817CW	VAV MAINT - POL	460.00
DARLENE MOCK	022123	PERMIT REFUND - BLDG	100.00
DORNBOS SIGN & SAFETY INC	INV67286	STORES - STREET SIGNS	344.60
DORNBOS SIGN & SAFETY INC	INV67666	MAINT - LOC ST	2,399.60
DTE ENERGY	022123	NATURAL GAS	20,823.11
DTE ENERGY	022123B	NATURAL GAS - DDA	155.76
EAGLE SUPPLY CO	124767	SUPPLIES - CH	42.40
EAGLE SUPPLY CO	124721	SUPPLIES - CH	106.40
EAGLE SUPPLY CO	124688	SUPPLIES - CH	42.20
EAGLE SUPPLY CO	124665	SUPPLIES - FIRE/EMS	255.82
ENTERPRISE FM TRUST	FBN4671591	VEHICLE LEASE - TRAVEL VEH/EQUIP FUND	557.75
ETNA SUPPLY	S104908538.001	STORES - HYDRANT PART	42.00
FASTENAL COMPANY	MIALP196694	SUPPLIES - DPW	107.44
FASTENAL COMPANY	MIALP196605	SUPPLIES - DPW	19.82
FASTENAL COMPANY	MIALP196775	VEH MAINT - EQ	12.93
FRANCIS ROSINSKI	013123	ELECTRICAL INSP SVCS 01/23	4,157.00
FRANKS KEY & LOCK SHOP INC	46168	SUPPLIES - CH	24.00
FRANKS KEY & LOCK SHOP INC	46181	MAINT - CH	40.00
FREESE HYDRAULICS & EQUIP REPAIR	6210	VHE MAINT - EQ	12.82



# INVOICE REGISTER

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EXP CHECK RUN DATES 02/21/2023 - 02/21/2023

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OPEN - CHECK TYPE: PAPER CHECK

VENDOR	INVOICE #	DESCRIPTION	AMOUNT
FRONTIER	7430 02/23	ELEVATOR TELEPHONE - PUBLIC SAFETY	58.69
FRONTIER	7204 02/23	ELEVATOR TELEPHONE - CITY HALL	58.69
FRONTIER	5445 02/23	TELEPHONE - FIRE/EMS	97.75
FRONTIER	4175 02/23	TELEPHONE - FIRE/EMS	40.50
FRONTIER	2793 02/23	TELEPHONE - POL/FIRE/EMS	110.38
GFL ENVIRONMENTAL	0059484408	DUMPSTER CHARGES 01/23	910.49
GIAMARCO MULLINS & HORTON PC	49	ATTY FEES - FIRE/EMS/DPW	501.75
HALLS SERV-ALL	022123	RENTAL FEE - PARKS	503.75
INK AND TONER ALTERNATIVE	23-0331	SUPPLIES - IT	64.99
INK AND TONER ALTERNATIVE	23-0233	SUPPLIES - IT	109.99
KNOWBE4	INV237331	MAINT - IT	2,493.70
KUSTOM SIGNALS INC	600364	RAPTOR - POLICE	1,198.00
LAPPAN AGENCY INC	318469	NOTARY BOND - MARQUARDT	55.00
LARRY SANDERSON	960108	SNOW REMOVAL - DDA	345.00
MHR BILLING SERVICES	4339	BILLING 01/23 - EMS	4,934.70
MICHIGAN CAT	PD14329586	VEH MAINT #74	696.04
MICHIGAN CAT	PD14329584	VEH MAINT #74	20.80
MICHIGAN CAT	PD14440559	VEH MAINT #57	266.12
MICHIGAN PIPE & VALVE	T025381	STORES - BUFF BOX/PIPES/CLAMPS	2,674.60
MICHIGAN STATE POLICE	551-610373	SOR REGISTRATION - POLICE	240.00
MILLER OFFICE MACHINES	AR23004	COPIER MAINT - CITY HALL	39.41
MILLER OFFICE MACHINES	AR23003	COPIER MAINT - PSF	161.80
MILLER OFFICE MACHINES	AR23000	SUPPLIES - DDA	25.63
MSFA	022123	CONFERENCE REF - BLDG	250.00
MY MICHIGAN HEALTH	700000774 01/23	EMPLOYEE PHYS - DPW	83.00
MY MICHIGAN MEDICAL CENTER ALPENA	654	SUPPLIES - EMS DISP	900.00
NICOLET NATIONAL BANK	600001803 02/23	PROPERTY PURCHASE - DDA	1,317.81
NORTH CENTRAL MICHIGAN COLLEGE	AGENCYMATCHW2	COURSE TUITION - FIRE/EMS	5,800.00
NORTHERN CLEANING & MAINTENANCE	022123	MAINT - DDA	105.00
O'REILLY AUTO PARTS	5611-267803	VEH MAINT - EQ	94.26
O'REILLY AUTO PARTS	5611-266362	VEH MAINT - POL	(172.00)
O'REILLY AUTO PARTS	5611-267935	VEH MAINT - EQ	9.44
O'REILLY AUTO PARTS	5611-266602	VEH MAINT - POLICE	462.94
O'REILLY AUTO PARTS	5611-266793	VEH MAINT - POLICE	232.44
O'REILLY AUTO PARTS	5611-267355	VEH MAINT - POLICE	(82.00)
O'REILLY AUTO PARTS	5611-266361	VEH MAINT - EQ	46.17
O'REILLY AUTO PARTS	5611-267356	VEH MAINT - POLICE	(222.96)
OFFICE DEPOT	25145730	SUPPLIES - POLICE/FIRE/EMS	290.20
OFFICE DEPOT	25145721	SUPPLIES - CLERK/TREAS	172.01
OVERHEAD DOOR CO OF ALPENA INC	62249	BLDG MAINT - FIRE/EMS	146.50
PRESQUE ISLE ELECTRIC & GAS CO	5633800001 02/23	ELECTRIC - AIR BASE	51.93
PROVANTAGE LLC	9425461	CISCO SWITCHES	9,310.00
PROVANTAGE LLC	9425012	CISCO SWITCHES	840.00
PROVANTAGE LLC	9426582	CISCO SWITCHES	3,465.00
RESERVE ACCOUNT-PITNEY BOWES	022123	POSTAGE - MAIL MACHINE	3,000.00
RR DONNELLEY	766717063	SUPPLIES - ACCOUNTING	1,077.89
STANDARD ELECTRIC CO	4072391-00	TRAFF SIGNAL MAINT - MAJ ST	18.08
STANDARD ELECTRIC CO	4072386-00	TRAFFIC SIGNAL MAINT - MAJ ST	7.35
STRYKER SALES CORP	4032666M	SUPPLIES - FIRE/EMS	356.46
SUPERIOR IMAGE CLEANING	10262	CUSTODIAL SERVICES - WOODWARD	1,183.39
TEAM ELMERS	667048	MAINT - WATER	173.32
TED FESTERLING LLC	10315	VEH MAINT - EQ	148.50
TERMINAL SUPPLY CO	8487	VEH MAINT - EQ	84.87
TERRY NOBLE	022123	WORK APPAREL - PW	67.03
THE SHERWIN WILLIAMS CO	02475	BLDG MAINT - FIRE/EMS	37.45
THE UPS STORE 5054	022123	SHIPPING FEES	344.10
THUNDER BAY ARTS COUNCIL	022123	ICE FESTIVAL - DDA	500.00
VEOLIA WATER CONTRACT OPERATIONS	9000076296	CONTRACT OPERATIONS 01/23	133,028.73
VERIZON WIRELESS	9927337523	CELL PHONES/IPADS	2,542.09
VERIZON WIRELESS	9927337522	CELL PHONES	443.11
VISA/ELAN FINANCIAL SERVICES	5279 02/23	TRAVEL EXPENSE - POLICE	340.00
VISA/ELAN FINANCIAL SERVICES	0572 02/23	UNIFORMS/TRAINING/FEES - POLICE	544.28
VISA/ELAN FINANCIAL SERVICES	3610 02/23	COMM PROM/SUPP/FEES - DDA	372.47
VISA/ELAN FINANCIAL SERVICES	4503 02/23	SECURITY CAMERA - IT	119.93
VISA/ELAN FINANCIAL SERVICES	7661 02/23	FEES/TRAINING - CLERK/FIRE/EMS	1,625.00
VISA/ELAN FINANCIAL SERVICES	4688 02/23	FOOD/SERVICE/TRAVEL EXP - INSP	117.35
VISA/ELAN FINANCIAL SERVICES	7299 02/23	TRAINING - INSP	238.00
VISA/ELAN FINANCIAL SERVICES	2432 02/23	CONF REG/SUPPLIES - CLERK/TREAS	607.47
WELLS FARGO	5023763257	COPIER LEASE - DDA	72.13
WEX BANK/SPEEDWAY	87028099	GAS/FUEL - POL/FIRE/EMS/DPW	7,258.06

**INVOICE REGISTER**

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EXP CHECK RUN DATES 02/21/2023 - 02/21/2023

UNJOURNALIZED

OPEN - CHECK TYPE: PAPER CHECK

VENDOR	INVOICE #	DESCRIPTION	AMOUNT
WORKING KNIGHTS FABRICATION	022123	VEH MAINT - EQ	3,800.00
YOUNG'S FLOORING	022123	CARPET INSTALLATION - PSF	15,616.40
		<b>Total:</b>	<b>347,283.11</b>



# Northeast Michigan Materials Management Authority

*Collaboration between Alpena County, City, and Townships to Provide Resource  
Recovery Services for Residents of Alpena County*

NMMA  
720 Chisholm Street Suite #7  
Alpena, Michigan 49707

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February 16, 2023

RE: Request for a Financial Allocation

Dear City Council,

I am writing to request funding to support our annual Clean Up Day and Electronics Day.

For the past several years we held our annual Clean Up Day on the first Saturday in May and Electronics Day on the first Saturday in June. Our community depends on us to host these popular events to contribute to a cleaner and healthier community and environment.

These events are so popular that there are cars, trucks, and trailers lined up prior to start time and the lines continue until the end of the event. These events help reduce blight in our neighborhoods, woods, parks, ditches, etc. The cost for Clean Up Day alone is approximately \$25,000. We were very fortunate that the past few years Hewlett Packard has sponsored Electronics Day, unfortunately, they will not be sponsoring it this year. The cost for Electronics Day is approximately \$18,000.

The goal is to continue to host these two events, we need your financial help of \$5,000 for the fiscal year 2023.

Please make checks payable to, Northeast Michigan Materials Management Authority.

Thank you in advance for your consideration.

Regards,

Cindy Johnson  
Northeast Michigan Materials Management Authority, Vice-Chair

**RESOLUTION NO. 2023-02**

**RESOLUTION CHALLENGING THE CITY OF ALPENA 2023 PROPOSED INDUSTRIAL CLASS ASSESSEMENT INCREASES PER COUNTY EQUALIZATION**

**WHEREAS**, Alpena City Council is aware of the equalization functions of Alpena County and the City of Alpena; and

**WHEREAS**, Alpena County has directed the City of Alpena, in the industrial class, to increase assessments from the study ratio of 39.28% to 50.00%; and

**WHEREAS**, the Alpena City Council asserts that the industrial market in the City of Alpena has not changed in market value as this Alpena County study indicates. Specifically, the current assessed value of the Alpena City Industrial is 28,326,900, and the required assessment increase per the Alpena County Equalization Study would be 7,730,763 to equalize at 50% which would be a 27.29% increase from the 2022 assessment levels; and

**WHEREAS**, the Alpena City Council believes that this type of market change is not reflective of the current industrial market, does not result in the appropriate true cash values for the Alpena City Industrial taxpayers, and;

**WHEREAS**, the Michigan Constitution requires property to be uniformly assessed at 50% of true cash value (market value); and

**NOW THEREFORE, BE IT RESOLVED**, that the Alpena City Council does hereby direct the Assessor for the City of Alpena, Allan Berg to leave assessments without an increase from 2022 levels; and

**NOW THEREFORE, BE IT RESOLVED** that the Alpena City Council may take further action to mitigate the proposed increase in assessed value to equalize at 50% as required by the State of Michigan Constitution including appealing to the Alpena County Board of Commissioners and/or the Michigan Tax Tribunal.

\_\_\_\_\_ moved to adopt the above resolution, seconded by \_\_\_\_\_.

Ayes:

Nays:

Absent:

Resolution declared adopted.

I, Leilan Bruning, Deputy 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 February 20, 2023.

Leilan Bruning  
Deputy City Clerk

County: 04- ALPENA  
Unit: 090 CITY OF ALPENA  
Class: Industrial

Parcel Number	Owner's Name	Class	Assessment	Appraisal	Ratio
091-009-000-098-00	WOLVERINE INDUSTRIAL CORPORATI	301	333,100	942,445	35.34
091-022-000-023-01	AUSTIN VENTURES LLC	302	6,100	12,000	50.83
092-177-000-120-00	CLS LEASE CORPORATION	301	83,300	185,903	44.81
092-185-000-001-00	PROPANE PLUS INC	302	4,400	12,892	34.13
092-185-000-021-00	WOLVERINE ICE COMPANY INC	302	3,800	13,390	28.38
092-185-000-023-00	WOLVERINE ICE COMPANY INC	302	4,300	10,975	39.18
092-185-000-029-00	TARGET ALPENA CORPORATION	302	4,100	16,069	25.51
093-637-000-490-00	ALPENA POWER COMPANY	301	83,600	140,221	59.62
093-637-000-578-00	DONNA JOSEPH M ET UX	302	2,500	6,882	36.33
093-657-000-060-00	LANCASTER GERALD G ET UX TRUST	302	5,700	10,858	52.50
Totals:	10		530,900	1,351,635	39.28
Class Totals:	301	3			
	302	7			

\*\*\* \*\* Statistics for this group (10 in sample) \*\*\* \*\*

Statistical Mean= 40.663    Median= 37.753    Maximum= 59.620    Minimum= 25.515

\*\*\* \*\* Statistics about Mean \*\*\* \*\*

Normalized Average Deviation    =    0.22184    (Coefficient of Dispersion)

Average Squared Deviation    =    121.37076    (Variance)

Square Root of Squared Deviation =    11.01684    (Standard Deviation)

Normalized Standard Deviation    =    0.27093    (Covariance)

2 Standard Deviation Range (Low) = 18.62958    (High) = 62.69694

\*\*\* \*\* Statistics about Median \*\*\* \*\*

Normalized Average Deviation    =    0.23109    (Coefficient of Dispersion)

Average Squared Deviation    =    130.77947    (Variance)

Square Root of Squared Deviation =    11.43589    (Standard Deviation)

Normalized Standard Deviation    =    0.30291    (Covariance)

2 Standard Deviation Range (Low) = 14.88153    (High) = 60.62507

Price Related Differential (PRD): 1.03526    PRD > 1 regressive, < 1 progressive.

## **ORDINANCE NO. 23-484**

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:

### **Chapter 18 BUSINESSES<sup>1</sup>**

#### **ARTICLE I. IN GENERAL**

##### **Sec. 18-1. Medical marihuana facilities and adult use marihuana establishments.**

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

- (1) *Purpose.* The purpose of this section is to implement and establish a uniform licensing and regulatory process for medical and adult-use marihuana businesses to the extent permissible under the provisions of the Michigan Medical Marihuana Act, (MCL 333.26421 et seq.), the Michigan Marihuana Facilities Licensing Act (MCL 333.27101 et seq.) the Marihuana Tracking Act (MCL 333.27901 et seq.), and the Michigan Regulation and Taxation of Marihuana Act (MCL 333.27951 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 and adult use marihuana establishments 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 marihuana to patients who qualify to obtain, possess, and use marihuana for medical purposes and for eligible adults with proper qualifying identification to obtain, possess, and use marihuana for legally allowable individual purposes under the Acts;
  - b. Protect public health and safety through reasonable limitations on marihuana operations as they relate to noise, air and water quality, neighborhood and patient/customer safety, security for the facility and its personnel, and other health and safety concerns;

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<sup>1</sup>Cross reference(s)—Amusements and entertainment, ch. 6; community development, ch. 26; railroads, ch. 70; secondhand goods, ch. 74; taxation, ch. 86; telecommunications, ch. 90; utilities, ch. 98; vehicles for hire, ch. 106.

- c. Protect residential neighborhoods by limiting the location and the concentration of types of medical marihuana facilities and adult use marihuana establishments 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 and adult use marihuana establishments;
- e. Coordinate with laws and regulations that may be enacted by the state addressing marihuana; and
- f. To restrict the issuance of medical marihuana facility and adult use marihuana establishment 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 marihuana facilities and marihuana establishments within the city consistent with the Acts:

- a. Marihuana cultivation and processing can have an impact on health, safety, and community resources, and this section is intended to permit marihuana cultivation and processing where it will have a minimal impact;
- b. The regulations for medical marihuana facilities and adult use marihuana establishments are not adequate at the State level to address the impacts on the city of the commercialization of marihuana, making it appropriate for local regulation of the impact of medical marihuana facilities and adult use marihuana establishments on communities as provided for under the acts and expressly retained by municipal charter and any and all powers and immunities, expressed and implied which cities and their officers are, or hereafter may be, permitted to exercise or to provide for under the constitution and laws of the State;
- 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 and adult use marihuana establishment interests. Operation of a medical marihuana facility and adult use marihuana establishment 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 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 the Federal Controlled Substances Act, 21 U.S.C. Sec. 801 et seq., 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 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 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) *Reservation of legislative prerogative.*

- a. The city reserves the right to amend or repeal this chapter in any manner, including, but not limited to, the complete elimination of any type or number of medical marihuana facilities or adult-use marihuana establishments authorized to operate in the city.
- b. Nothing in this chapter may be held or construed to grant or "grandfather" any medical marihuana facility a vested right, license, permit or privilege to continued operations within the city, except as granted by approval through the application and/or application renewal process and as consistent with all other applicable laws, rules, regulations, and guidelines of the state.

(6) *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 and adult use marihuana establishment 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 or establishment, arising out of, claimed to have arisen out of, or in any manner connected with the operation of a medical marihuana facility and adult use marihuana establishment 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 and establishments.
- (c) *Licensing of medical marihuana facilities and adult use marihuana establishments.*
  - (1) *Local licensing authority.*
    - a. The city council is designated as the local licensing authority. The city council may by resolution delegate its authority or a portion of such authority to a new committee or other designee to act as the local licensing authority. The local licensing authority shall have the duty and authority pursuant to the Medical Marihuana Facilities Licensing Act ("MMFLA") and Michigan Regulation and Taxation of Marihuana Act ("MRTMA") in this section to grant or deny an application described in this section and to levy penalties against the licensee in the manner provided by law.
    - b. The local license authority shall consider applications for new business premises, transfer of ownership, change of location, license premises modification, changes in trade name, and any other appropriate application.
    - c. The local license authority shall have the power to promulgate rules and regulations concerning the procedure for hearings before the local licensing authority.
    - d. The local license authority shall have the power to require any application or licensee to furnish such information to the authority as may be reasonably necessary in order for the authority to perform its duties and functions authorized by this section.
    - e. The local license authority shall have the power to administer oaths and issue subpoenas to require the presence of persons and the productions of papers, books and records at any hearing in which the authority is authorized to conduct. Any subpoena shall be served in the same manner as a subpoena issued by a district court of the state. The district court judge shall have the power and authority to enforce such subpoena.
  - (2) *Number of permitted facilities.* The maximum number of each type of medical marihuana facility and adult use marihuana establishment permitted in the city is as follows:

Type	Number Permitted in City
Grower licenses of class A (maximum of 100 marihuana plants) as defined in the MRTMA or class A (maximum of 500 marihuana plants) as defined in the MMFLA	Prohibited
Grower licenses of class B (maximum of 500 marihuana plants) as defined in the MRTMA or class B (maximum of 1,000 marihuana plants) as defined in the MMFLA	Prohibited
Grower licenses of class C (maximum of 2,000 marihuana plants) as defined in the MRTMA or class C (maximum of 1,500 marihuana plants) as defined in the MMFLA	Prohibited
Marihuana microbusiness	Prohibited
Medical marihuana provisioning centers/marihuana retailers	Unlimited
Marihuana processor or medical marihuana processor facility	Prohibited
Marihuana safety compliance establishment or medical marihuana safety compliance facility	Unlimited
Secure transporter or medical marihuana secure transporter	Unlimited
Excess grower	Prohibited
Designated consumption center	Prohibited
Marihuana event organizer	Prohibited
Temporary event license	Prohibited

- (3) *Location.* No medical marihuana facility or adult use marihuana establishment 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 or adult use marihuana establishment for which licensure is being sought;
- (4) *Operation at location provided on application only.* A licensee shall not operate a medical marihuana facility or adult use marihuana establishment at any place in the city other than the address provided in the application on file with the city clerk.
- (5) *Combined facilities.* Multiple types of medical marihuana facilities and adult use marihuana establishments may operate from a single location pursuant to the Acts, State of Michigan rules, and the city zoning ordinance. A combined facility shall pay one licensing fee upon application if the combined facility is applied for concurrently. If a medical marihuana facility or adult use establishment is added to an existing facility or establishment, a new application and licensing fee shall be required. Annual renewal of the combined facility shall require one fee.
- (6) *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.
- (7) *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.

(8) *License and annual fees required.*

- a. No person shall establish or operate a medical marihuana facility or adult use marihuana establishment in the city without first having obtained from the city and the state a license for each such facility or establishment to be operated. License certificates shall be kept current and publicly displayed within the facility or establishment. 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 and adult use marihuana establishments 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 (8)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 (8)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 or establishment type or premise from which a medical marihuana facility or adult use marihuana establishment is operated.
- h. The term of each license shall expire on the same day as the State of Michigan license.
- i. The annual license established pursuant to the above paragraph may be renewed subject to renewal of the State of Michigan license and local approval; license expires on the same day as the State of Michigan license.

(9) *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 digitally; hard copies may be requested. 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. "Approved for prequalification" letter from the State of Michigan.
  2. Proof of ownership or authorization to use the property for a medical marihuana facility or adult use marihuana establishment.
  3. A notarized statement from the owner of such property authorizing the use of the property for a medical marihuana facility or adult use marihuana establishment, if the applicant is not the owner of the proposed licensed premises;
  4. 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.
  5. The non-refundable application fee for a medical marihuana facility or adult use marihuana establishment 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 (8)b; applications not in completed status within one year of initial submission must be resubmitted in its entirety and a new non-refundable application fee must be paid.
- c. For medical marihuana facilities or adult use marihuana establishments, the following shall apply, except for Secure Transporters where applicable:
  1. At least one applicant shall demonstrate experience with owning (51 percent or more), operating, and/or managing a business with inventory tracking and control (min. of one year) pursuant to MCL 125.3501, MCL 125.3502, MCL 125.3504, article VII, § 34 Construction of constitution and law concerning counties, townships, cities, villages and article VII, § 22 Charters, resolutions, ordinances; enumeration of powers of the Michigan Constitution.
  2. At least one applicant shall demonstrate experience with owning (51 percent or more), operating, and/or managing a business in a highly regulated industry (min. of one year). Highly regulated means subject to

regulation by LARA or a similarly regulated agency (state or federal) pursuant to MCL 125.3501, MCL 125.3502, MCL 125.3504, article VII, § 34 Construction of constitution and law concerning counties, townships, cities, villages and article VII, § 22 Charters, resolutions, ordinances; enumeration of powers of the Michigan Constitution.

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 pursuant to MCL 125.3501, MCL 125.3502, MCL 125.3504, article VII, § 34 Construction of constitution and law concerning counties, townships, cities, villages and article VII, § 22 Charters, resolutions, ordinances; enumeration of powers of the Michigan Constitution.
4. Applicant shall include a business location plan as outlined by the State of Michigan and shall include a daily operations schedule outlining opening and closing procedures.
5. Applicant shall present a proposed staffing plan, complete with descriptions of job duties, proposed wages, and employee qualifications/hiring criteria pursuant to MCL 125.3501, MCL 125.3502, MCL 125.3504, article VII, § 34 Construction of constitution and law concerning counties, townships, cities, villages and article VII, § 22 Charters, resolutions, ordinances; enumeration of powers of the Michigan Constitution.
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 percent or more interest in the company have not been subject to any civil monetary judgements entered against it in the last seven years, excluding family law matters or estate disputes.
8. Applicant shall present a sworn attestation that the Applicant and/or parties with 25 percent or more interest in the company have not filed bankruptcy within the last seven 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 includes 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 percent of the Federal Poverty Level for a family of two, at its hourly basis) to all employees pursuant to MCL 125.3501, MCL 125.3502, MCL 125.3504, article VII, § 34 Construction of constitution and law concerning counties, townships, cities, villages and article VII, § 22 Charters, resolutions, ordinances; enumeration of powers of the Michigan Constitution.
17. Applicant shall offer a benefits package in addition to wages or salary pursuant to MCL 125.3501, MCL 125.3502, MCL 125.3504, article VII, § 34 Construction of constitution and law concerning counties, townships, cities, villages and article VII, § 22 Charters, resolutions, ordinances; enumeration of powers of the Michigan Constitution.

*(10) Review process.*

- a. Within fourteen (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 (10)a above, the applicant shall have fourteen (14) days from the date of said notification to submit additional information.
- c. Within thirty (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 (12).

*(11) 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.

(12) *Issuance of city medical marihuana facility or adult use marihuana establishment operating license.*

- a. *Special use permit.* The proposed medical marihuana facility or adult use marihuana establishment shall obtain a special use permit from the planning commission.
- b. *Inspection.* An occupancy inspection of the proposed medical marihuana facility or adult use marihuana establishment 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 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.
- c. In the event that the medical marihuana facility or adult use marihuana establishment 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 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 or adult use marihuana establishment license in the future.

- d. 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 or adult use marihuana establishment license whose term shall run concurrent with the state license for the facility or establishment.
- e. Maintaining a valid medical marihuana facility or adult use marihuana establishment license issued by the state is a condition for the issuance and maintenance of the city medical marihuana facility or adult use marihuana establishment operating license issued under this section and the continued operation of a medical marihuana facility or adult use marihuana establishment.
- f. The city will authorize approved medical marihuana facility or adult use marihuana establishment license(s) to entities on the condition that the following have been submitted, completed and approved:
  - 1. Application on a form provided by the city; and
  - 2. Paid all licensing fees due to the city; and
  - 3. The entity(ies) holds an approved and fully authorized State of Michigan approved medical marihuana facility or adult use marihuana establishment license to the city clerk; and
  - 4. An approved special land use permit from the planning commission; and
  - 5. An approved certificate of occupancy from the applicable building official; and
  - 6. All medical marihuana facilities or adult use marihuana establishments shall obtain a State of Michigan license and all other required permits or licenses related to the operation of the medical marihuana facility or adult use marihuana establishment, 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 (1) year from the date of approval by city council unless



that period is extended by mutual agreement of the city council and licensee.

7. *Proof of insurance.* A licensee shall at all times 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-.
  8. 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 (7) 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.
  9. 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.
- (13) *License forfeiture.* In the event that a medical marihuana facility or adult use marihuana establishment does not commence operations within one (1) 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.
- (14) *License renewal.* A valid medical marihuana facility or adult use marihuana establishment 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. *Timeline of renewal application.* An application to renew a medical marihuana facility or adult use marihuana establishment license shall be filed at least sixty (60) days prior to the date of its expiration, and the license may be extended up to 60 days pending renewal by the State of Michigan and verification of submission.
  - b. *Late fee.* 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. *Late fee after expiration.* 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. The license will be considered null and void, and all operations must immediately cease by order of law enforcement.

- d. *Expiration.* 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. *Notice of revocation.* 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. *Annual inspection.* Prior to the issuance of a renewed medical marihuana facility or adult use marihuana establishment 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 or establishment 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.

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

- a. A medical marihuana facility or adult use marihuana establishment 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 or adult use marihuana establishment 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 city-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 of Michigan 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 city approval is grounds for suspension or revocation of the license or for other sanction considered appropriate by the city.
- e. The following actions constitute transfer of ownership and require a new application, application fee and approval by the local licensing authority:

1. *Persons.* Any transfer of more than one percent of an ownership interest in an applicant or permit holder between persons constitutes a transfer of ownership.
  2. *Corporations.* Any transfer of more than one percent of stock or any change in principal officers or directors of any corporation holding a permit constitutes a transfer of ownership.
  3. *Limited liability companies.* Any transfer of more than one percent of membership interest or any change in members or change in the interest held by member(s) of any limited liability company holding a permit constitutes a transfer of ownership.
  4. *Partnerships.* Any change of more than one percent of a partnership interest or any change in general or managing partners of any partnership holding a permit constitutes a transfer of ownership.
  5. *Assets.* Any transfer of more than one percent of the assets held by an applicant or permit holder constitutes a transfer of ownership.
- f. *Effect of transfer.*
1. Immediately following the approval of a transfer of ownership by the city, the transferee(s) will obtain all the interests, rights, obligations and responsibilities of the previous license holder. Once a license holder has transferred his or her ownership interest, any privileges enjoyed by that license holder under this ordinance are terminated.
  2. For transfers, the renewal and termination dates of the license shall not change.

(16) *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 facility or adult use marihuana establishment license.

(17) *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 or adult use marihuana establishment 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 or adult use marihuana establishment, a continuing pattern of criminal conduct directly related to or arising from the operation of the medical marihuana facility or adult use marihuana establishment, or an ongoing nuisance condition as defined and contained in Chapter 50, Nuisances of the City of Alpena Code of Ordinances, emanating from or caused by the medical marihuana facility or adult use marihuana establishment 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 medical marihuana facilities or adult use marihuana establishments 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 and establishments may only use exterior signage that is in compliance with the city's zoning ordinance regarding signs and Michigan law.
    - b. *Hours of operation.* Provisioning centers, retailers, and microbusinesses may only operate between the hours of 8:00 a.m. and 9:00 p.m.

- c. *Operations.*
    - 1. All business operations of a facility or establishment must occur indoors.
    - 2. Facilities and establishments may provide drive-thru service, subject to the city's zoning ordinance requirements.
    - 3. Facilities and establishments may provide curbside service based on an approved ~~site~~ plan with the State of Michigan.
    - 4. Approval from the State of Michigan to allow curbside pickup and/or delivery to residential addresses must be provided to the City of Alpena once approved by the State of Michigan.
    - 5. Any deviation to the approved site plan will require approval of the Planning and Development Director or the City Planning Commission, as appropriate.
  - d. *Odors.* Facilities and establishments 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 and establishments shall 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 or establishment overnight shall be in a room secured by commercial grade security doors;
    - 3. Monitored security cameras covering, at a minimum, all parking areas, curbside pickup 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 forty-five (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 and establishments shall 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 eighteen (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 eighteen (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 or establishment may operate under a temporary certificate of occupancy. Facilities and establishments shall 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, retailer, or microbusiness license, or for any agent, manager, or employee thereof to:
  - 1. Sell, give, dispense or otherwise distribute medical marihuana or adult use 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 a provisioning center, retailer, or microbusiness to distribute marihuana or marihuana-infused products to a consumer free of charge.

(3) *Inspection of licensed premises.*

- a. Application for medical marihuana facility or adult use marihuana establishment license or operation of a medical marihuana facility or adult use marihuana establishment, or leasing property to a medical marihuana facility or adult use marihuana establishment, 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 or adult use marihuana establishment 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 adult use marihuana establishments 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 adult use marihuana establishments, 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 of Michigan 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 or adult use marihuana establishment 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 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 marihuana facility or adult use marihuana establishment, 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 and establishments 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 ninety (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.

(Ord. No. 20-454, 6-1-20; Ord. No. 21-459, 6-21-21; Ord. No. 21-467, 12-20-21)

Editor's note(s)—Ord. No. 20-454, adopted June 1, 2020, amended the Code by repealing former § 18-1 and adding a new § 18-1. Former § 18-1 prohibited marihuana businesses and establishments within the city, and derived from Ord. No. 19-443, adopted March 4, 2019. Prior to inclusion of 19-443, § 18-1 pertained to a moratorium on issuance of permits or licenses for sale or dispensation of medical marihuana within the city, and derived from Ord. No. 10-399, adopted September 7, 2010.

**Secs. 18-2—18-30. Reserved.**

### **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: January 3, 2023

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

Published: \_\_\_\_\_, 2023

William A. Pfeifer, City Attorney



## **ORDINANCE NO. 23-484**

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:

### **Chapter 18 BUSINESSES<sup>1</sup>**

#### **ARTICLE I. IN GENERAL**

##### **Sec. 18-1. Medical marihuana facilities and adult use marihuana establishments.**

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

- (1) *Purpose.* The purpose of this section is to implement and establish a uniform licensing and regulatory process for medical and adult-use marihuana businesses to the extent permissible under the provisions of the Michigan Medical Marihuana Act, (MCL 333.26421 et seq.), the Michigan Marihuana Facilities Licensing Act (MCL 333.27101 et seq.) the Marihuana Tracking Act (MCL 333.27901 et seq.), and the Michigan Regulation and Taxation of Marihuana Act (MCL 333.27951 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 and adult use marihuana establishments 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 marihuana to patients who qualify to obtain, possess, and use marihuana for medical purposes and for eligible adults with proper qualifying identification to obtain, possess, and use marihuana for legally allowable individual purposes under the Acts;
  - b. Protect public health and safety through reasonable limitations on marihuana operations as they relate to noise, air and water quality, neighborhood and patient/customer safety, security for the facility and its personnel, and other health and safety concerns;

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<sup>1</sup>Cross reference(s)—Amusements and entertainment, ch. 6; community development, ch. 26; railroads, ch. 70; secondhand goods, ch. 74; taxation, ch. 86; telecommunications, ch. 90; utilities, ch. 98; vehicles for hire, ch. 106.

- c. Protect residential neighborhoods by limiting the location and the concentration of types of medical marihuana facilities and adult use marihuana establishments 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 and adult use marihuana establishments;
- e. Coordinate with laws and regulations that may be enacted by the state addressing marihuana; and
- f. To restrict the issuance of medical marihuana facility and adult use marihuana establishment 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 marihuana facilities and marihuana establishments within the city consistent with the Acts:

- a. Marihuana cultivation and processing can have an impact on health, safety, and community resources, and this section is intended to permit marihuana cultivation and processing where it will have a minimal impact;
- b. The regulations for medical marihuana facilities and adult use marihuana establishments are not adequate at the State level to address the impacts on the city of the commercialization of marihuana, making it appropriate for local regulation of the impact of medical marihuana facilities and adult use marihuana establishments on communities as provided for under the acts and expressly retained by municipal charter and any and all powers and immunities, expressed and implied which cities and their officers are, or hereafter may be, permitted to exercise or to provide for under the constitution and laws of the State;
- 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 and adult use marihuana establishment interests. Operation of a medical marihuana facility and adult use marihuana establishment 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 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 the Federal Controlled Substances Act, 21 U.S.C. Sec. 801 et seq., 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 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 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) *Reservation of legislative prerogative.*

- a. The city reserves the right to amend or repeal this chapter in any manner, including, but not limited to, the complete elimination of any type or number of medical marihuana facilities or adult-use marihuana establishments authorized to operate in the city.
- b. Nothing in this chapter may be held or construed to grant or "grandfather" any medical marihuana facility a vested right, license, permit or privilege to continued operations within the city, except as granted by approval through the application and/or application renewal process and as consistent with all other applicable laws, rules, regulations, and guidelines of the state.

(6) *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 and adult use marihuana establishment 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 or establishment, arising out of, claimed to have arisen out of, or in any manner connected with the operation of a medical marihuana facility and adult use marihuana establishment 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 and establishments.
- (c) *Licensing of medical marihuana facilities and adult use marihuana establishments.*
  - (1) *Local licensing authority.*
    - a. The city council is designated as the local licensing authority. The city council may by resolution delegate its authority or a portion of such authority to a new committee or other designee to act as the local licensing authority. The local licensing authority shall have the duty and authority pursuant to the Medical Marihuana Facilities Licensing Act ("MMFLA") and Michigan Regulation and Taxation of Marihuana Act ("MRTMA") in this section to grant or deny an application described in this section and to levy penalties against the licensee in the manner provided by law.
    - b. The local license authority shall consider applications for new business premises, transfer of ownership, change of location, license premises modification, changes in trade name, and any other appropriate application.
    - c. The local license authority shall have the power to promulgate rules and regulations concerning the procedure for hearings before the local licensing authority.
    - d. The local license authority shall have the power to require any application or licensee to furnish such information to the authority as may be reasonably necessary in order for the authority to perform its duties and functions authorized by this section.
    - e. The local license authority shall have the power to administer oaths and issue subpoenas to require the presence of persons and the productions of papers, books and records at any hearing in which the authority is authorized to conduct. Any subpoena shall be served in the same manner as a subpoena issued by a district court of the state. The district court judge shall have the power and authority to enforce such subpoena.
  - (2) *Number of permitted facilities.* The maximum number of each type of medical marihuana facility and adult use marihuana establishment permitted in the city is as follows:

Type	Number Permitted in City
Grower licenses of class A (maximum of 100 marihuana plants) as defined in the MRTMA or class A (maximum of 500 marihuana plants) as defined in the MMFLA	Unlimited Prohibited
Grower licenses of class B (maximum of 500 marihuana plants) as defined in the MRTMA or class B (maximum of 1,000 marihuana plants) as defined in the MMFLA	Unlimited Prohibited
Grower licenses of class C (maximum of 2,000 marihuana plants) as defined in the MRTMA or class C (maximum of 1,500 marihuana plants) as defined in the MMFLA	Unlimited Prohibited
Marihuana microbusiness	Unlimited Prohibited
Medical marihuana provisioning centers/marihuana retailers	Unlimited
Marihuana processor or medical marihuana processor facility	Unlimited Prohibited
Marihuana safety compliance establishment or medical marihuana safety compliance facility	Unlimited
Secure transporter or medical marihuana secure transporter	Unlimited
Excess grower	Unlimited Prohibited
Designated consumption center	Prohibited
Marihuana event organizer	Prohibited
Temporary event license	Prohibited

- (3) *Location.* No medical marihuana facility or adult use marihuana establishment 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 or adult use marihuana establishment for which licensure is being sought;
- (4) *Operation at location provided on application only.* A licensee shall not operate a medical marihuana facility or adult use marihuana establishment at any place in the city other than the address provided in the application on file with the city clerk.
- (5) *Combined facilities.* Multiple types of medical marihuana facilities and adult use marihuana establishments may operate from a single location pursuant to the Acts, State of Michigan rules, and the city zoning ordinance. A combined facility shall pay one licensing fee upon application if the combined facility is applied for concurrently. If a medical marihuana facility or adult use establishment is added to an existing facility or establishment, a new application and licensing fee shall be required. Annual renewal of the combined facility shall require one fee.
- (6) *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.
- (7) *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.

(8) *License and annual fees required.*

- a. No person shall establish or operate a medical marihuana facility or adult use marihuana establishment in the city without first having obtained from the city and the state a license for each such facility or establishment to be operated. License certificates shall be kept current and publicly displayed within the facility or establishment. 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 and adult use marihuana establishments 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 (8)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 (8)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 or establishment type or premise from which a medical marihuana facility or adult use marihuana establishment is operated.
- h. The term of each license shall **expire on the same day as the State of Michigan license.** ~~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 **may be renewed subject to renewal of the State of Michigan license and local approval;**

license expires on the same day as the State of Michigan license. begins and commences at the time of the receipt of the applicant's certificate of occupancy by the city.

(9) *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 **digitally; hard copies may be requested 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. **"Approved for prequalification" letter from the State of Michigan.**
  - ~~1- 2.~~ 2. Proof of ownership or authorization to use the property for a medical marihuana facility or adult use marihuana establishment.
  - ~~2- 3.~~ 3. A notarized statement from the owner of such property authorizing the use of the property for a medical marihuana facility or adult use marihuana establishment, if the applicant is not the owner of the proposed licensed premises;
  - ~~3- 4.~~ 4. 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- 5.~~ 5. The non-refundable application fee for a medical marihuana facility or adult use marihuana establishment 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 (8)b; **applications not in completed status within one year of initial submission must be resubmitted in its entirety and a new non-refundable application fee must be paid.**
- c. For ~~medical marihuana provisioning centers, marihuana retailers, and marihuana microbusinesses,~~ **medical marihuana facilities or adult use marihuana establishments,** the following shall apply, **except for Secure Transporters where applicable:**
  1. At least one applicant shall demonstrate experience with owning (51 percent or more), operating, and/or managing a business with inventory tracking and control (min. of one year) pursuant to MCL 125.3501, MCL 125.3502, MCL 125.3504, article VII, § 34 Construction of constitution and

law concerning counties, townships, cities, villages and article VII, § 22 Charters, resolutions, ordinances; enumeration of powers of the Michigan Constitution.

2. At least one applicant shall demonstrate experience with owning (51 percent or more), operating, and/or managing a business in a highly regulated industry (min. of one year). Highly regulated means subject to regulation by LARA or a similarly regulated agency (state or federal) pursuant to MCL 125.3501, MCL 125.3502, MCL 125.3504, article VII, § 34 Construction of constitution and law concerning counties, townships, cities, villages and article VII, § 22 Charters, resolutions, ordinances; enumeration of powers of the Michigan Constitution.
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 pursuant to MCL 125.3501, MCL 125.3502, MCL 125.3504, article VII, § 34 Construction of constitution and law concerning counties, townships, cities, villages and article VII, § 22 Charters, resolutions, ordinances; enumeration of powers of the Michigan Constitution.
4. Applicant shall include a business location plan as outlined by the State of Michigan and shall ~~should which also~~ include a daily operations schedule outlining opening and closing procedures.
5. Applicant shall present a proposed staffing plan, complete with descriptions of job duties, proposed wages, and employee qualifications/hiring criteria pursuant to MCL 125.3501, MCL 125.3502, MCL 125.3504, article VII, § 34 Construction of constitution and law concerning counties, townships, cities, villages and article VII, § 22 Charters, resolutions, ordinances; enumeration of powers of the Michigan Constitution.
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 percent or more interest in the company have not been subject to any civil monetary judgements entered against it in the last seven years, excluding family law matters or estate disputes.
8. Applicant shall present a sworn attestation that the Applicant and/or parties with 25 percent or more interest in the company have not filed bankruptcy within the last seven 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**s 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 percent of the Federal Poverty Level for a family of two, at its hourly basis) to all employees pursuant to MCL 125.3501, MCL 125.3502, MCL 125.3504, article VII, § 34 Construction of constitution and law concerning counties, townships, cities, villages and article VII, § 22 Charters, resolutions, ordinances; enumeration of powers of the Michigan Constitution.
17. Applicant shall offer a benefits package in addition to wages or salary pursuant to MCL 125.3501, MCL 125.3502, MCL 125.3504, article VII, § 34 Construction of constitution and law concerning counties, townships, cities, villages and article VII, § 22 Charters, resolutions, ordinances; enumeration of powers of the Michigan Constitution.

*(10) Review process.*

- a. Within fourteen (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 (10)a above, the applicant shall have fourteen (14) days from the date of said notification to submit additional information.
- c. Within thirty (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 (12).

*(11) 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.

(12) *Issuance of city medical marihuana facility or adult use marihuana establishment operating license.*

- a. *Special use permit.* The proposed medical marihuana facility or adult use marihuana establishment shall obtain a special use permit from the planning commission.
- b. *Inspection.* An occupancy inspection of the proposed medical marihuana facility or adult use marihuana establishment 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 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.

- c. In the event that the medical marihuana facility or adult use marihuana establishment 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 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 or adult use marihuana establishment license in the future.
- d. 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 or adult use marihuana establishment license whose term shall run concurrent with the state license for the facility or establishment.
- e. Maintaining a valid medical marihuana facility or adult use marihuana establishment license issued by the state is a condition for the issuance and maintenance of the city medical marihuana facility or adult use marihuana establishment operating license issued under this section and the continued operation of a medical marihuana facility or adult use marihuana establishment.
- f. The city will authorize approved medical marihuana facility or adult use marihuana establishment license(s) to entities on the condition that the following have been submitted, completed and approved:
  - 1. Application on a form provided by the city; and
  - 2. Paid all licensing fees due to the city; and
  - 3. The entity(ies) holds an approved and fully authorized State of Michigan approved medical marihuana facility or adult use marihuana establishment license to the city clerk; and
  - 4. An approved special land use permit from the planning commission; and
  - 5. An approved certificate of occupancy from the applicable building official; and
  - 6. All medical marihuana facilities or adult use marihuana establishments shall obtain a State of Michigan license and all other required permits or licenses related to the operation of the medical marihuana facility or adult use marihuana establishment, 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 (1) year from the date of approval by city council unless that period is extended by mutual agreement of the city council and licensee.

7. *Proof of insurance.* A licensee shall at all times 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-.
  8. 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 (7) 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.
  9. 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.
- (13) *License forfeiture.* In the event that a medical marihuana facility or adult use marihuana establishment does not commence operations within one (1) 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.
- (14) *License renewal.* A valid medical marihuana facility or adult use marihuana establishment 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. *Timeline of renewal application.* An application to renew a medical marihuana facility or adult use marihuana establishment license shall be filed at least ~~ninety (90)~~ sixty (60) days prior to the date of its expiration, and the license may be extended up to 60 days pending renewal by the State of Michigan and verification of submission.
  - b. *Late fee.* 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. *Late fee after expiration.* 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. The license will be considered null and void, and all operations must immediately cease by order of law enforcement.

- d. *Expiration.* 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. *Notice of revocation.* 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. *Annual inspection.* Prior to the issuance of a renewed medical marihuana facility or adult use marihuana establishment 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 or establishment 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.

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

- a. A medical marihuana facility or adult use marihuana establishment 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 or adult use marihuana establishment 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 city-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 of Michigan 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 city approval is grounds for suspension or revocation of the license or for other sanction considered appropriate by the city.

- e. The following actions constitute transfer of ownership and require a new application, application fee and ~~city council~~ approval **by the local licensing authority**:
1. *Persons*. Any transfer of more than one percent of an ownership interest in an applicant or permit holder between persons constitutes a transfer of ownership.
  2. *Corporations*. Any transfer of more than one percent of stock or any change in principal officers or directors of any corporation holding a permit constitutes a transfer of ownership.
  3. *Limited liability companies*. Any transfer of more than one percent of membership interest or any change in members or change in the interest held by member(s) of any limited liability company holding a permit constitutes a transfer of ownership.
  4. *Partnerships*. Any change of more than one percent of a partnership interest or any change in general or managing partners of any partnership holding a permit constitutes a transfer of ownership.
  5. *Assets*. Any transfer of more than one percent of the assets held by an applicant or permit holder constitutes a transfer of ownership.
- f. *Effect of transfer*.
1. Immediately following the approval of a transfer of ownership by the city, the transferee(s) will obtain all the interests, rights, obligations and responsibilities of the previous license holder. Once a license holder has transferred his or her ownership interest, any privileges enjoyed by that license holder under this ordinance are terminated.
  2. For transfers, the renewal and termination dates of the license shall not change.

(16) *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 facility or adult use marihuana establishment license.

(17) *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 or adult use marihuana establishment 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 or adult use marihuana establishment, a continuing pattern of criminal conduct directly related to or arising from the operation of the medical marihuana facility or adult use marihuana establishment, or an ongoing nuisance condition **as defined and contained in Chapter 50, Nuisances of the City of Alpena Code of Ordinances**, emanating from or caused by the medical marihuana facility or adult use marihuana establishment 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 medical marihuana facilities or adult use marihuana establishments 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 and establishments 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, retailers, and microbusinesses may only operate between the hours of 8:00 a.m. and 9:00 p.m.
- c. ~~Indoor operations/no drive thru service.~~
  1. All business operations of a facility or establishment must occur indoors.
  2. Facilities and establishments ~~may~~ ~~may shall not~~ provide drive-thru service, subject to the city's zoning ordinance requirements.
  3. ~~Facilities and establishments but may provide curbside service based on an approved site plan with the State of Michigan. All curb-side pick-up orders must be paid for in advance; exchange of payment shall not occur outside.~~
  3. Approval from the State of Michigan to allow curbside pickup and/or delivery to residential addresses must be provided to the City of Alpena once approved by the State of Michigan.
  4. ~~The growth and cultivation of marihuana outdoors is not permitted.~~
  5. Any deviation to the approved site plan will require approval of the Planning and Development Director or the City Planning Commission, as appropriate.
- d. *Odors.* Facilities and establishments 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 and establishments shall 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 or establishment overnight shall be in a room secured by commercial grade security doors;
  3. Monitored security cameras covering, at a minimum, all parking areas, curbside pickup 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 forty-five (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 and establishments shall 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 eighteen (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 eighteen (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 or establishment may operate under a temporary certificate of occupancy. Facilities and establishments shall 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, retailer, or microbusiness license, or for any agent, manager, or employee thereof to:
  - 1. Sell, give, dispense or otherwise distribute medical marihuana or adult use 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 a provisioning center, retailer, or microbusiness to distribute marihuana or marihuana-infused products to a consumer free of charge.

(3) *Inspection of licensed premises.*

- a. Application for medical marihuana facility or adult use marihuana establishment license or operation of a medical marihuana facility or adult use marihuana establishment, or leasing property to a medical marihuana facility or adult use marihuana establishment, 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 or adult use marihuana establishment 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 adult use marihuana establishments 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 adult use marihuana establishments, 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 of Michigan 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 or adult use marihuana establishment 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 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 marihuana facility or adult use marihuana establishment, 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 and establishments 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 ninety (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.

(Ord. No. 20-454, 6-1-20; Ord. No. 21-459, 6-21-21; Ord. No. 21-467, 12-20-21)

Editor's note(s)—Ord. No. 20-454, adopted June 1, 2020, amended the Code by repealing former § 18-1 and adding a new § 18-1. Former § 18-1 prohibited marihuana businesses and establishments within the city, and derived from Ord. No. 19-443, adopted March 4, 2019. Prior to inclusion of 19-443, § 18-1 pertained to a moratorium on issuance of permits or licenses for sale or dispensation of medical marihuana within the city, and derived from Ord. No. 10-399, adopted September 7, 2010.

**Secs. 18-2—18-30. Reserved.**

### **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: January 3, 2023

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

Published: \_\_\_\_\_, 2023

William A. Pfeifer, City Attorney

## 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.

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Matthew J. Waligora  
Mayor

---

Leilan Bruning  
Deputy City Clerk/Treasurer/Fin. Director

First Presented: February 6, 2023  
Adopted: February 20, 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

\_\_\_\_\_  
Leilan Bruning  
Deputy City Clerk/Treasurer/Fin. Director

First Presented: February 6, 2023  
Adopted: February 20, 2023  
Published: \_\_\_\_\_  
William A. Pfeifer, City Attorney


# Memorandum



Date: February 15, 2023

To: Mayor and City Council Members

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

From: Shannon Smolinski, Harbormaster 

Subject: 2023 Alpena Marina Dock Replacement

On February 14, 2023, the City received and opened proposals for the replacement of the 10 fixed docks and one floating u-dock within the Alpena Marina. These docks are aged and have had several repairs made to alleviate safety hazards within the marina. This dock replacement was identified as the number one priority by both the boaters and staff when the Alpena Marina Master Plan was developed. This project is the first part of a two-phase project.

Bid documents were sent to 8 firms and plan rooms and posted on the City's Website with four bids received as listed below:

	<u>Supply Only</u>	<u>Installed</u>	<u>Delivery</u>
LaBrecque Services Alpena, MI		\$212,520	9 weeks
Flotation Docking Systems Cedarville, MI	\$224,259	\$240,646	Fall 2023
Kropf Industrial Inc. Seguin, Ontario	\$231,250	\$259,725	May 19th
Holcomb Enterprises Port Clinton, OH	\$420,000	\$516,000	Not provided

Though Holcomb Enterprises has extensive experience with dock installations, their pricing is over the allotted budget for the project.

LaBrecque Services, Flotation Docking Systems, and Kropf Industrial all completed thorough site visits to the facility and have a detailed understanding of the project and project conditions.

Flotation Docking Systems and Kropf Industrial have completed other marina projects in the past successfully. Flotation Docking Systems has provided a portion of the existing floating docks for the marina previously. Although LaBrecque does not have any previous experience constructing docks, he stated that he has extensive construction and millwright experience.

During the site visits and included in their proposal, Flotation Docking Systems called out the need for modifications to the existing connection points. The new connections would require additional City's expenses to install the new support system, including an extensive concrete removal and replacement. They are also concerned about the existing shoreline rip rap interfering with the proposed docks. This would require additional work to reconfigure the shoreline to accommodate the docks. LaBrecque Services indicated during the site visit that he felt that the existing connection points could potentially be reused, however, he did not indicate the need to rework the existing rip rap. Kropf Industrial also indicated their docks would need a new connection system and have included the price of the new brackets in their proposal. The new brackets connect to the existing seawall. They also reviewed the existing shoreline conditions and feel if any modifications to the rip rap need to be done, it will be limited to a few higher pieces that need to be removed or relocated.

All of the companies were asked to supply delivery dates. Flotation Docking Systems explained they have another large project in the works currently so they would not be available until after Labor Day. They also stated we would still need to take delivery of the docks this season due to the current volatility of the supply markets. LaBrecque Services stated that they could provide all of the docks within nine weeks and would deliver them two at a time as they were completed offsite. Kropf indicated they would deliver the docks the week of May 19<sup>th</sup> in two loads.

As stated earlier, this is the first part of two portions of the dock replacement project. The second portion will be the actual on-site physical manipulation of the grounds to accommodate the docks. For this reason, it could not been bid until we had a full understanding of what modifications and time frames were going to be required. The bracketing system is simple enough to be installed by local contractors working on the project.

After reviewing all the proposals and evaluating the associated cost of each dock system, I feel it is in the best interest overall to award the contract to Kropf Industrial. They will be able to provide the docks in time for use this boating season which will allow us to remove the unsafe docks prior to their use this year and will save several work hours this season in upkeep of the old docks. Additionally, the simpler connection point can be easily and inexpensively incorporated into our existing setup. I believe this will, overall, be more cost effective for the entire project. The Harbor Advisory Committee has also reviewed the proposals and agrees with my assessment. For these reasons, it is my recommendation, as the Harbormaster, to award the 2023 Dock Replacement at the Alpena Marina to Kropf Industrial in the amount of \$231,250.

Attachments



## RFP – City of Alpena 2023 Alpena Marina Floating Docks

SUBMITTED BY: KROPF INDUSTRIAL INC  
JORDAN KROPF



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February 14, 2023

Alpena Marina  
400 E Chisholm St,  
Alpena MI, 49707

Attention: Shannon Smolinski

### Proposal Introduction

Dear Shannon,

Thank you for the opportunity to respond to the City of Alpena's RFP for new floating docks for the Alpena Marina. We have prepared the following information and pricing options for your review.

Kropf Industrial has over 30 years of experience in the design, manufacturing, and installation of floating dock systems for Great Lakes Marinas. This proposal is based on our steel pipe floating dock systems, where a large-diameter steel pipe full length in the dock section is both the float and the main structural member.

The use of a steel pipe float provides superb stability and stiffness over the length of the dock, making the system very safe and comfortable to use. The steel is also highly resistant to ice and wave energy, does not puncture under typical winter forces, and does not utilize any foam.

All of the steel is sandblasted and epoxy coated, and each section is equipped with magnesium sacrificial anodes for additional corrosion protection. The anticipated service life in real-world conditions is over 35 years, based on actual performance of our earliest systems.

The following proposal, details, and schedule is based on our understanding of the project and your requirements. We are open to discussing details, options, upgrades, etc in order to ensure that the delivered system suits the City's needs both now and for decades to come.

Thank you for the opportunity to present this proposal. We look forward to your response.

Best regards,

Jordan Kropf  
Sales Manager  
Kropf Industrial Inc.  
T: 888-480-3777 ext. 238  
E: [jordan@kropfindustrial.com](mailto:jordan@kropfindustrial.com)

## Proposal A – Dock Specifications:

Kropf Marine proposes to supply and deliver 12 floating torsion finger docks as per the attached drawing package entitled “Torsion 5 Finger Layout”, and with the following specifications:

### **Floatation**

- Single 3/16" x 30" spiral-welded steel floatation
- Float pipe extends from outer end of finger to 4' under the ramp
- Additional 58" x 58" box float welded to the pipe at the inner end to help stabilize the dock and compensate for the weight of the ramp
- Bulkheads welded in each end of the float pipe
  - Chambers can be filled with water to ensure the dock sits level from end to end after install
- 2" air bung in each chamber for pressure testing and pump out
- Welded steel sub-structure and framing welded to the float pipe

### **Torsion Hinge Ramp**

- 22' long steel framed ramps
- Ramp tapers from 5' wide at the dock to 8.5' wide at the shore end
- 6"x 3"x 3/8" HSS welded frame
- Hinged at each end using robust and silent hinge connections
  - Hinge consists of 1.5" thick tapered pins and ears with rubber internal bushings
  - Hinged aluminum covers with safety grip tape over hinge connection for easy inspection and service
- Ramp mount to be fastened to concrete sidewalk using 3/4" threaded rod, drilled and epoxied

### **Pile/Spud**

- Single 4-1/2" OD x 3/8" wall HSR pile driven into the lake bottom at the outer end of each dock
- Pile guide welded to the outer end of the float pipe
  - Slotted pile guide to allow for in and out dock movement due to water level fluctuation
  - Pile and guide stabilizes dock laterally against mooring loads of boats
  - UHMW slides bolted to the inside of the pile guide for silent movement

### **Corrosion Protection**

- All steel surfaces sandblasted to SSPC-SP6 (Commercial Blast) after fabrication
- Sandblasting to take place in environmentally controlled indoor blast booth with blast media reclamation system
  - All surfaces cleaned as required after sandblasting
- All steel surfaces coated with Amerlock 2 epoxy coating after sandblasting
  - Coating applied to minimum 12.0 mils DFT
  - Coating applied in environmentally controlled indoor paint booth
  - Coatings inspected at multiple stages throughout production process
  - Brush-apply touch-up coatings as required prior to launch of dock sections
- **Magnesium sacrificial anodes bolt-mounted to pipe for additional corrosion protection**

## **Decking**

- 4" x 4" pressure-treated stringers bolted to steel frame
- 2" x 6" pressure-treated deck boards screw-mounted to stringers
  - Deck boards to have bevel-cut ends for trim finished appearance
- Twin 2" x 8" pressure-treated skirt boards bolted to main steel frame
- Single 2" x 8" skirt board on the ramp
  - Corners of skirt boards miter cut
- 6"x 6" pressure-treated vertical fender posts through bolted to steel frame
  - Posts extend 6' above top of decking
  - Posts to have chamfered tops and all bolt heads countersunk
  - Final install of posts to be completed on site by the dock install contractor
- All pressure-treated material to be brown Micro-Pro Sienna treatment process
- ~23" freeboard
- 10" cast-aluminum cleats through-bolted to stringers as shown on layout drawing
  - Cleats mounted with two ½" HDG bolt assemblies (assembly includes lock washer and aluminum backer plate underneath stringer)

## **Delivery to Alpena Marina**

- Docks delivered complete with decking installed
  - Decking over lift eyes on float pipes is left off to facilitate unloading
- Ramps delivered complete with decking and cover plates installed
- Dock fender posts shipped loose for installation on site
- City of Alpena responsible to organize equipment to off-load trucks upon arrival
- Kropf Industrial to provide installation package including drawings and written installation instructions

## Proposal A Pricing

### City of Alpena - 2023 Alpena Marina Pricing for Twelve (12) 5' x 60' Floating Dock Fingers

OPTION	DESCRIPTION	UNIT	QUANTITY	PRICE
<b>Delivery Only</b>	Design, manufacture, and delivery of twelve (12) 5' x 60' floating dock fingers as per specifications	Lump Sum	1	\$231,250.00
<b>Installation</b>	Install new ramp mounts, launch and connect twelve (12) floating docks, mount dock posts, and install steel mooring piles	Lump Sum	1	\$28,475.00

NOTE: All pricing in USD

### **Option to Include Installation**

- Docks delivered prior to mobilization of installation crew
- City of Alpena responsible to unload and store dock sections on marina property
- Mobilize Kropf Industrial's equipment and install crew
- Install ramp mounts to the concrete side walk
- Final assembly of the ramps and docks
- Launch docks and pin them to the ramp mounts
- Install piles using Kropf owned barge with vibrating pile hammer
- Cleanup site
- Demobilize crew and equipment

### Delivery and Install Schedule

Kropf Industrial proposes the following schedule for the work to be completed, assuming the bid is awarded by **February 21- 2023**.

- Supply and Delivery only: Docks delivered the week of May 19
- Installation Included: Installation completed the week of June 23  
\*If installation is included, delivery would take place the 2 weeks before the week of installation

Above-referenced schedule assumes that permits are either not required or are in place.

Kropf is open to discussion and negotiation on the City's preferred schedule, depending on the timing of removals and other site work.

*This proposal is submitted on the assumption that the City of Alpena will acquire any permits necessary for the new docks as part of the removal process for the existing dock system.*

## Advantages

Kropf Marine's steel pipe floating dock systems offer a number of advantages. Some of the most relevant advantages are listed below:

- Steel pipe floats provide excellent performance in ice conditions
- Steel pipe floats are not subject to thermal expansion/contraction
- Steel pipe floats do not get water-logged over time
- Exceptional strength and stability
- No foam involved in floatation system
- Bulkheaded float pipe design provides redundancy
- Easy to repair if necessary
- Easy to recycle at end of service life
- Extended service life of 35+ years in real-world conditions



*Figure 1 - Kropf Marine floating dock system at ME Yacht Restoration in Holland, MI*

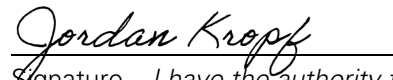
## Signature Page

The above proposal and pricing are submitted based on the received RFP documents, Addendums 1 & 2, industry standards and best practices, and an examination of the site.

Thank you for the opportunity to submit this proposal. If you have any questions, please do not hesitate to contact me.

Jordan Kropf  
Name

Sales Manager  
Title



Signature – I have the authority to bind the corporation

T: 1-888-480-3777 ext. 238  
E: [jordan@kropfindustrial.com](mailto:jordan@kropfindustrial.com)  
C: 705-346-1586  
W: [www.kropfindustrial.com](http://www.kropfindustrial.com)

Kropf Industrial Inc.  
1 Quebec Dr  
Seguin, ON  
P2A 0B2

LaBrecque Services

2961 Werth Raod  
Alpena, MI 49707

# Estimate

Date	Estimate #
2/13/2023	4701

Name / Address
Alpena City Marina 400 E.Chisholm St Alpena, MI 49707

			Project
Description	Qty	Rate	Total
2023 MARINA FLOATING DOCK REPLACEMENT			0.00
THIS BID IS TO INSTALL TWELVE 60 FOOT FLOATING DOCKS THAT ARE THE SAME DESIGN AS THE FLOATING DOCKS ON THE SOUTH SIDE OF THE MARINA.THEY WILL DIFFER BY BEING MORE ECO FRIENDLY TO THE ENVIRONMENT BY USING CLOSED PROTECTED FOAM LOCKED IN WITH PVC SHEETING. THE FLOATING DOCK PORTION WILL CONSIST OF TWO TWENTY FOOT FLOATING SECTIONS WITH A TWENTY FOOT NON FLOATING GANG PLANK SECTION.ALL SECTIONS WILL HAVE A MOVABLE LINK INBETWEEN EACH SECTION.			
MATERIALS PER DOCK: \$11,210.00	12	11,210.00	134,520.00
LABOR PER DOCK: \$ 6500.00	12	6,500.00	78,000.00
		0.00	0.00
ANY EMPLOYEE/ LABORERS WILL BE HIRED THROUGH STAR STAFFING ALPENA.			
TERMS: TERMS WILL BE 30% DOWN OF ENTIRE CONTRACT: \$63,756,00 THEN PERFORMANCE DRAWS AS THE DOCKS GO IN AS PER HARBOR MASTER. TIME LINE IS APPROX: 9 WEEKS			
Thank you for your business.		<b>Total</b>	\$212,520.00



## **BID PROPOSAL**

The undersigned as bidder hereby declares that this bid is made in good faith; that he has carefully read and examined the specifications and understands the specifications; and has informed himself fully with regard to the conditions to be met in the execution of this bid document.

Included in this offer are all costs necessary for the FLOATING PIER SYSTEM in accordance with the Contract Documents within the time set forth for the total bid price of:

### **Contract 1**

Fabricate, deliver, and install floating docks and ramps (lump sum bid): \$ 240,646.00

Alternate: Delivered to the site for installation by City employees: \$224,259.00

### **Contract 2**

Shoreline work:

DESCRIPTION	QTY/UNIT	UNIT PRICE	TOTAL PRICE
Remove Existing Watermain (2 ½" O.D.)	1 L.S.	\$	\$
Remove Existing Airline ( 2 ½" O.D.)	1 L.S.	\$	\$
Remove Existing Docks, Dock Piling and Spring Piling	1 L.S.	\$	\$
Remove Existing Dock Flanges	17 EA.	\$	\$
Remove Existing Cleats from S/W	70 EA.	\$	\$
Remove Existing Utility Pedistals and Grout Existing Conduit Flush with Existing S/W	17 EA.	\$	\$
Extend Existing Air Conduit thru New Walk and Cap for Future Use (" DIA. GALV.)	1 L.S.	\$	\$
Grout Existing Electrical Manholes	4 EA.	\$	\$
Treated Timber Deck Complete with 6" x 6" Support	3,500 SFT	\$	\$
Remove Existing S/W	9 SVD	\$	\$
4" Concrete S/W	70 SFT	\$	\$
Remove Existing Rip Rap to Grade	1 L.S.	\$	\$
Galvanized Plate (Installed)	700 LFT	\$	\$
Rebar	5,000 LBS	\$	\$
Expansion Dowels	32 EA.	\$	\$
Cleats	70 EA.	\$	\$
3500 PSI Concrete	270 CYD	\$	\$
Bituminous Mixture	120 TON	\$	\$
Latexite Acrylic Color System (3 Coats)	570 SYD	\$	\$
Lawn Restoration	1 L.S.	\$	\$
Pave Prep	1,450 LFT	\$	\$
TOTAL BID – CONTRACT 2			\$



# *Flotation Docking Systems, Inc.*

---

## **ACKNOWLEDGEMENTS & QUALIFICATIONS**

For

City of Alpena – 2023 Alpena Marina Floating Docks

2/14/2023

1. Removal of fixed piers and relocation of floating “u-dock” to be performed “by others” in advance of our crew’s arrival.
2. Seawall must be structurally capable of supporting loads imposed by ramps. A length of angle (6” x 6” x 3/8” min.) or channel (C8 x 13.75 min.) must be secured to cap of walkway to provide an immobile connection point for each ramp. Details were discussed with Shannon Smolinski during site visit.
3. Shop Drawing will be reviewed and sealed by our engineer of record.
4. Dockage could be installed after Labor Day but prior to October 31, 2023.
5. Any / all shore side efforts, including but not limited to restoration and concrete repair, would be the responsibility of others.
6. Stone under proposed ramp locations will likely require partial removal to ensure ramps do not ground-out at any point throughout their range of motion. This effort is also excluded from our scope of work.
7. Uninterrupted site access at launch ramp and along seawall to hang ramps with crane will be required during dock installation.

# HOLCOMB ENTERPRISES

6660 Fritchie Rd., Port Clinton, Ohio 43452  
PH: (419) 656-6724 Fax: (419) 635-2019 E: matt@holcombent.com

## PROPOSAL

PROPOSAL SUBMITTED TO <b>City of Alpena</b>		PHONE <b>989.354.1700</b>	DATE <b>2/13/23</b>
STREET <b>208 N. First Avenue</b>		JOB NAME <b>Dock Supply</b>	
CITY, STATE, ZIP <b>Alpena, MI 49707</b>		JOB LOCATION <b>Drop Off Alpena Marina, 400 E Chisholm Street, Alpena, Michigan 49707</b>	
ATTN:	DATE OF PLANS <b>2023</b>	JOB PHONE: <b>989.354.1700</b>	EMAIL: <b>annas@alpena.mi.us</b>

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR SERVICES AS FOLLOWS:

### **Scope:**

The proposal project is for the supply, delivery of twelve 60-foot floating docks.

### **Each 5'x60'x12" Galvanized Truss System Dock Contains**

- A: Using 2"x2"x3/16" A36 Steel Made In the USA
- B: Using 1/2" Solid Round Bar
- C: Each Weld is Fully Welded and Penetrated
- D: (8) 5'x4'x16" Eagle Floats
- E: (120) 5/4 Treated Pine Boards at 5' In length
- F: (4) Merco 5" Pole Piling Holder Welded
- G: (10) Galvanized 12" Cleats Secured to The Steel Dock
- H: **Included But Not Shown On Print**
- The Mounting Plates that utilizes the existing joint at the concrete wall (Will be Made Once On Site)
- 
- I: **NOT INCLUDED –WIRING, ANY WATER PIPING, POWER PEDESTALS**

### **Option #1**

Supplied, Delivered and Unloaded To Alpena Marina, 400 E Chisholm Street, Alpena, Michigan 49707

**\$35,000 each x 12 = \$ 420,000.00**

### **Option #2**

Installation of Docks shown on the prints

With (4) 25' Long Pipes

**\$8,000.00 x 12 = \$96,000.00**

Ohio State Sales Tax Not Included (If Applicable)

**Holcomb Enterprises LLC Contract Agreement Terms & Conditions**

1. **CONTRACT DOCUMENTS:** Specification sheets, drawings and other documentation presented in this proposal shall be part of the contract. It is the responsibility of the customer's authorized representative to be aware of the terms and conditions stated herein and of the other contract documentation.
2. **PAYMENT TERMS: NET BALANCE DUE 30 DAYS AFTER COMPLETION OF WORK** Unpaid balances will accrue a late fee of **1.5% per month (18% Annum.)** until paid in full. In the event of your failure to conform to the terms and conditions of this agreement, you hereby agree to pay Holcomb Enterprises LLC all sums earned to date.
3. **DEPOSIT:** If contracted amount exceeds \$15,000.00, a deposit of 1/3 of the project price is required to schedule work unless noted otherwise in this agreement.
4. **PERMITS AND FEES:** Unless noted otherwise, this quotation excludes the cost of CITY PERMITS, BONDS, and LICENSES or plans required to obtain the aforementioned. However, for an additional fee, Holcomb Enterprises LLC will provide these services, if requested.
5. **UNMARKED / UNDOCUMENTED UTILITIES:** The client shall be responsible for repairing any private utility lines damaged by Holcomb Enterprises LLC. during this project which utilities were un-marked, un-documented or non-conforming to prevailing codes. While Holcomb Enterprises LLC shall be responsible for repairing utilities in situations where Holcomb Enterprises LLC damaged marked, conforming private utility lines, Holcomb Enterprises LLC shall not be held liable for additional costs associated with utility interruption regardless of whether the lines were marked and / or documented properly or not. The customer is responsible to call the utility company as well as the Utility Protection Company.
6. **WORK ACCESSIBILITY:** The price(s) quoted herein is contingent upon the work area being free of any obstructions (vehicles, dumpsters, etc.) at the scheduled project start date and time. Holcomb Enterprises LLC , reserves the right to adjust the agreed upon project price if the job conditions prevent Holcomb Enterprises LLC. work crews from starting on time and proceeding without interruption.
7. **SOIL CONDITIONS:** The proposed price is contingent on the existing subsoil or base being adequate to support the pavement work. Holcomb Enterprises LLC shall not be held liable for failure due to poor subgrade, moisture or other unforeseen circumstances such as underground water springs, contaminated soil, etc. If failure does occur, Holcomb Enterprises LLC will notify agent or owner for inspection then a decision can be made at this time case by case basis
8. **WATER DRAINAGE:** On projects where the natural fall of the land is less than 2%, Holcomb Enterprises LLC cannot guarantee that there will be total water drainage on pavements. After repair and Holcomb Enterprises LLC shall not be held liable for ponding or retention in surrounding areas.
9. **CLEANING EXPENSES:** The owner understands that the work called for in this agreement is a messy process. The parties agree that Holcomb Enterprises LLC is not responsible for cleaning, repairing, or replacing any concrete, carpet, floor, passageway, etc., that is soiled or stained by anyone other than Holcomb Enterprises LLC employees.
10. **INDEMNITY:** Following installation, customer shall be responsible for all materials and shall be held solely liable for all personal injuries, deaths, property damage, losses, or expenses related to or in any way connected with the materials or services provided by Holcomb Enterprises LLC. The customer hereby agrees to indemnify and hold Holcomb Enterprises LLC and its agents harmless from any and all loss, expense, liability, or attorney's fees in connection with such events.
11. **VENUE:** Wherever possible each provision of this contract shall be interpreted in such manners as to be effective and valid under the applicable OHIO law. The owner's responsibilities shall include, but not limited to, the costs of collection and attorney fees, incurred by either party. Any disputes regarding this contract shall be resolved in Ottawa County, Ohio.
12. **PAYMENT:** Price reflects a 4% (four percent) discount for payments by cash or check.
13. **TAXES:** All taxes are included in proposal price unless otherwise specified.
14. **ESCALATION CLAUSE:** This contract has been based on material costs at current market rates. Due to uncertain market that conditions are beyond our control and in the event of future material price increases the responsible party agrees to pay for the escalations of material without a charge order. These terms apply only to materials.
15. **TIMING:** Due to fluctuation in the cost of raw materials, if the current date is past 15 days from the proposal date, customer should clarify that pricing is still valid. This proposal may be withdrawn after 15 days.
16. **MATERIAL & WORKMANSHIP:** All material is guaranteed to be as specified. All work shall be completed in a workmanlike manner per ASTM standard practices. Any alteration or deviation from the above specifications involving extra cost will be executed only upon written or electronic orders, and will become an extra charge over and above the amount set forth above. We shall not be responsible for delays caused by strikes, accidents, weather or other contingencies beyond our control. Our workers are fully insured. The Contractor is not responsible for reflective cracking, any damage beyond the curb, including cracking of the apron and sidewalk. Snow Plow and/or mechanical abrasion damage not part of warrantable conditions. Cracking, Heaving, Breaking from the freeze and thaw cycle not a warrantable condition.

**ACCEPTANCE OF PROPOSAL NOW CONTRACT WITH SIGNATURE**

As a

*duly authorized representative of The Customer, I agree to these Terms & Conditions.*

*Signature:* \_\_\_\_\_

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



# City of Alpena

Bid Name: 2023 Alpena Marina Floating Dock Replacement

Bid Open Date: 02/14/23 @ 2:00 p.m.

Bidder	Addendum	Bid Security	Base Bid	Remarks
Holcomb Enterprises Port Clinton, OH	#1 ✓ #2 ✓	NA	\$ 420,000	Installation \$96,000
LaBrecque Services Alpena	#1 ✓ #2 ✓	NA	\$ 212,520	
Floation Docking Systems Cedarville, MI	#1 ✓ #2 ✓	NA	\$ 224,259	If installed \$ 240,646
Kropf Industrial Inc. Saginaw, Ontario	#1 ✓ #2 ✓	NA	\$ 231,250	Installation \$28,475
	#1 #2		\$	

Unofficial – "As-Read" Results – Subject to Verification

Bids Due: February 14, 2023  
Time: 2:00 p.m.

**BID LIST**  
**2023 Marina Floating Dock**  
**Replacement**

Bellingham Marine  
Fairfield, CT 06824  
203-257-6013  
[jvarga@bellingham-marine.com](mailto:jvarga@bellingham-marine.com)

American Dock Manufacturing, Inc.  
4032 U.S. Highway 2  
Florence, WI 54121  
715-528-5454  
[val@americandock.com](mailto:val@americandock.com)  
[scott@americandock.com](mailto:scott@americandock.com)

Starr Docks & Lifts  
87 Taylor Street  
Quincy, MI 49082  
517-639-7402  
[sales@starr-products.com](mailto:sales@starr-products.com)

Flotation Docking Systems, Inc.  
P.O. Box 178  
Cedarville, MI 49719  
906-484-3422  
[ioni@flotationdocking.com](mailto:ioni@flotationdocking.com)

Feighner Boat Lifts & Docks 7829  
Lansing Road  
Perry, MI 48872  
517-541-0900  
[sales@1800boatlift.com](mailto:sales@1800boatlift.com)

Dicks Docks and Lifts  
589 E. Houghton Lake Drive  
Prudenville, MI 48651  
989-202-4347  
[dicksdocksandlifts@gmail.com](mailto:dicksdocksandlifts@gmail.com)

LaBreque Services  
Alpena, MI 49707  
989-464-7241  
[upnorth165@yahoo.com](mailto:upnorth165@yahoo.com)

Kropf Industrial Inc.  
1 Quebec Dr.  
Sequin, Ontario, Canada  
P2A 0B2  
888-480-3777 ext 238  
[jordan@kropfindustrial.com](mailto:jordan@kropfindustrial.com)

Holcomb Enterprises  
6660 Fritchie Road  
Port Clinton, OH 43452  
419-366-1881  
[matt@holcombent.com](mailto:matt@holcombent.com)


# Memorandum



Date: February 14, 2023

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: Water Production Plant - Autoclave Sterilizer Replacement

On February 14, 2023, the City received and opened proposals for the replacement of the Autoclave Sterilizer at the Water Production Plant. The Autoclave Sterilizer is utilized for the cleaning of lab equipment used as part of ensuring safe drinking water production. The existing unit is aged and is coming to the end of its useful life.

Bid documents were sent to 5 firms and plan rooms and posted on the City's Website with two bids received as listed below:

Weber Scientific Hamilton, NJ	\$16,875.76
Technology International, Inc Lake Mary, Florida	\$ 20,710.00

Adequate funding has been established within the Water Production Plant budget for the purchase of this equipment.

It is my recommendation, as City Engineer, that a Purchase Order be issued to Weber Scientific for the replacement of the Autoclave Sterilizer Replacement for the Water Production Plant in the amount of \$16,875.76.

Attachments



## BID PROPOSAL

I. The Following Proposal is Hereby Made to:

The City of Alpena, 208 N. First Avenue, Alpena, Michigan, 49707.

II. Evaluation Section

Please attach pages in accordance with the section "Evaluation". Failure to provide this information shall make the bid ineligible.

III. Stipulated Amount

The Undersigned hereby proposes and agrees to furnish all necessary labor, tools, apparatus and materials, and do all the work, for the unit prices named in the itemized bid to complete the work herein described for the City of Alpena all in accordance with the specifications and other contract documents prepared by the City of Alpena Engineering Department.

Prices and notations must be made on this page in ink or typed. Prices shall be for new items only unless specified otherwise. Any form of pricing corrections made to the proposal by the bidder prior to submission should be initialed in ink by the person signing the proposal.

The City of Alpena shall perform a mathematical check. In the event that a total is incorrect for any one or more items, the unit price recorded for that item will be multiplied by the bid quantity to obtain a new item and project total.

Description

Quantity

Total

Market Forge STM-E Sterilmatic Sterilizer

LS

\$ 16,875.76

**Notes:**

**Bidder shall submit product specifications and literature for model quoted with bid proposal.**

**No fuel, freight, or any other surcharges over and above the unit prices established in this bid will be paid by the City.**

**After award, successful bidder will be issued a purchase order for the equipment.**

*WE ARE BIDDING ON THE EXACT ITEM*



IV.

Addenda

The Undersigned hereby acknowledges receipt of the following addenda:

Addenda No.

#1

Dated

2-3-2023

V. Execution of Agreement and Furnishing Bonds

Within ten (10) days of receiving the prepared contract documents, the Undersigned agrees to execute the form of agreement included as part of the contract documents and to furnish a faithful performance bond in an amount equal to one hundred percent (100%) of the contract amount and a labor and material payment bond in an amount equal to one hundred percent (100%) of the contract amount.

VI. Subvendor Acknowledgment

The Undersigned hereby acknowledges all subvendors to be utilized on the above stated projects. The successful bidder agrees to bind every subvendor by the terms of the contract documents. The City reserves the right to disqualify any potential subvendor listed herein and any subvendors which the VENDOR may elect to use on the project. The City reserves the right to require subvendors to submit the information required in the section "Award Process". The contract documents shall not be construed as creating any contractual relation between any subvendor and the Owner. All subvendors shall be held accountable to the criteria and obligations as described by specifications and contract documents herein. Failure to list subvendors may result in rejection of the bid.

Subvendor

Item of Work



VII. Execution of Contract

A Contract will be executed with the responsive and responsible bidder who offers the best value to the City of Alpena upon approval by City Council.

VIII. Bid Price Guarantee

The bidder shall honor the individual bid prices and project bid total for a period of sixty (60) days following the bid submittal date.

IX. Contract Time

If awarded the contract, the Undersigned after the receipt of the executed contract, which shall serve as the notice to proceed, shall complete all work described in the contract.

X. Owners Rights Reserved

The Undersigned understands that the Owner reserves the right to reject any or all proposals or to waive any formality or technicality in any proposal in the interest of the Owner in accordance with section "Award Process".

XI. Termination

The City shall have the right to terminate this contract with a ten (10) day written notice to the other party. If the Vendor fails to maintain continuous work practices or delays completion of the project, the City may consider this default of the Contract.

XII. This Proposal is Submitted By:

Company Name WEBER SCIENTIFIC  
By MICHAEL A. BLENSOE *Michael A. Blensoe*  
Title ACCOUNT MGR  
Address 2737 KUSEK ROAD  
City, State & Zip HAMILTON, NJ 08691  
Telephone No. 609-789-9508  
MBLENSOE@WEBERSCIENTIFIC.COM

CITY ATTORNEY DOCUMENT REVIEW

W A P A 1/26/23  
William A. Pfeifer, City Attorney Date  
(approved as to form only)

## STERILMATIC STERILIZER AUTOCLAVE



STM-E shown

- ☐ **STM-E** - Domestic Fixed Temperature
- ☐ **STM-EL** - Domestic Adjustable Temperature
- ☐ **STM-EX** - Export Fixed Temperature
- ☐ **STM-ELX** - Export Laboratory Adjustable Temperature

### OPERATION SHALL BE BY:

Sterilizing cycle will be fully automatic, time-controlled and have a built-in temperature control which provides 250°F (121°C). Model STM-EL has the additional feature of an adjustable temperature control that can be set anywhere from 230°-250°F (110°- 121°C) range. All operating controls will be located at the top, front of the Sterilizer. Pressure will be automatically and quickly exhausted and power supply shut off at termination of cycle. Slow exhaust may be selected for sterilizing liquids.

### Standard Features

- Automatic temperature control
- Thermometer 180°-300°F (82°-149°C)
- Safety valve
- 0-30 lb. steam gauge
- 0-60 minute timer
- Low water cut-off
- Thermostatic steam trap
- Signal light
- Flat perforated steam baffle
- Removable pan supports
- Adjustable 4" to 6" bullet feet
- Manual fill

### Shipping Weight

- All Models - 150 lbs (68 kg)

### OPTIONS & ACCESSORIES AT ADDITIONAL COST

- |  |  |   |
|--|--|---|
| <input type="checkbox"/> Sterilmatic trays (stainless steel, one piece, round cornered) Perforated trays available in the following sizes: | <input type="checkbox"/> Sterilmatic wire basket (recommended for dressings) | <input type="checkbox"/> Sterilmatic tubular leg stainless steel stand with shelf                               |
| <input type="checkbox"/> 12" x 20" x 2-1/2" (holds 3 of this size)   | Available in the following sizes:  | <input type="checkbox"/> Second shelf for tubular leg stainless steel stand                                     |
| <input type="checkbox"/> 12" x 20" x 4" (holds 2 of this size + one 2-1/2" tray)   | <input type="checkbox"/> 12" x 20" x 2-1/2"                                  | <input type="checkbox"/> Exhaust condenser (for condensing exhaust steam when unit cannot be vented to outside) |
| <input type="checkbox"/> 12" x 20" x 6" (holds one of this size + one 2-1/2" tray)   | <input type="checkbox"/> 12" x 20" x 4"                                      |   |

### STANDARD CONSTRUCTION SPECIFICATIONS

Will be a Market Forge Electric model STM-E, STM-EL, STM-EX or STM-ELX Automatic Steam Pressure Sterilmatic Sterilizer (Autoclave). The Sterilmatic is dependable, and ideally suited for laboratories, veterinary clinics, processing plants and more.

#### CYLINDER

Sterilizing cylinder will be A.S.M.E. constructed and National Board Registered 3/16" (4.8mm) thick welded aluminum.

Sterilizer exterior is made of polished stainless steel. Interior dimensions of 16" (406mm) in diameter and 26" (660mm) long with a cubic content of 5,220 cubic inches (85 liters) and will have a door opening of 13-1/2" (343mm) wide and 11" (279mm) high.

Sterilizing compartment will have a pan capacity of:

- ☐ (3) 12" x 20" x 2-1/2" (305mm x 508mm x 64mm) or
- ☐ (2) 12" x 20" x 4" (305mm x 508mm x 102mm) or
- ☐ (1) 12" x 20" x 6" (305mm x 508mm x 152mm)

#### DOOR

The sterilizer door will be self-sealing type which cannot be opened until steam pressure is completely exhausted.

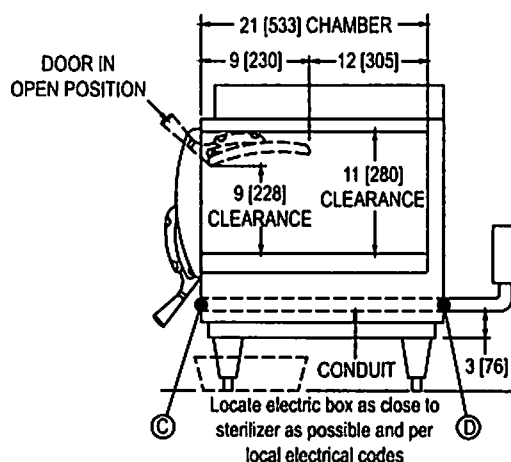
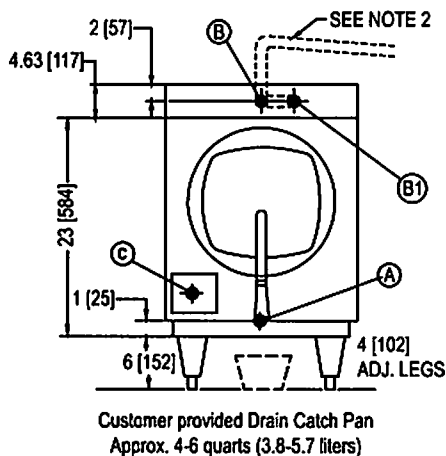
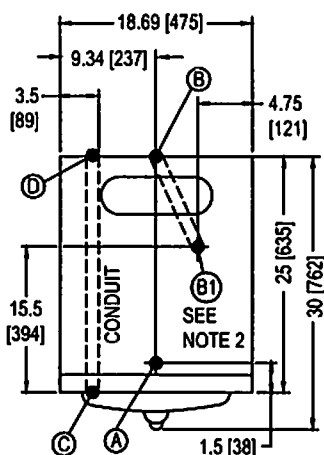
Door will be 12 gauge stainless steel, removable for cleaning without tools.

Door gasket will be one-piece molded, replaceable without tools or cement.



Approval Notes: \_\_\_\_\_

DIMENSIONS ARE IN INCHES [MM]



### SERVICE CONNECTIONS

SYMBOL	DESCRIPTION	NOTES
A	Drain - 1/2" (13mm) N.P.T. of 3/8" (10mm) OD copper (see note 1)	<ol style="list-style-type: none"> <li>1. An air break must be provided if a unit drain line is run.</li> <li>2. Vent exhaust to atmosphere. B1 is actual connection, but must exit casing at B.</li> <li>3. Heat of Rejection (Heat Loss Into the Room) 6,000 BTU'S.</li> </ol>
B	Steam Exhaust Connection - 5/8" (16mm) (see note 2)	
C	Electrical Connection - (*see electrical specifications)	
D	Power Supply	

The manufacturer reserves the right to modify materials and specifications without notice.

### ELECTRICAL CHARACTERISTICS AND SPECIFICATIONS

Model	kW	Hz	1 Phase			3 Phase			
			208V	220V	240V	208V	240V	220/380V	240/415V
STM-E	9.3	60	45A	-	-	26A	-	-	-
STM-EL	12.4	60	-	-	52A	-	30A	-	-
STM-EX	10.4	50	-	48A	-	-	-	16A	-
STM-ELX	12.4	50	-	-	52A	-	-	-	18A

Unit must be grounded. Main supply voltage fluctuations are not to exceed  $\pm 10\%$  nominal supply voltage.

Clearance from combustible and non-combustible construction should be a minimum of 4" in the back and 2" on the sides.

### WATER SUPPLY AND DRAIN SPECIFICATIONS

Good quality water feed is the responsibility of the owner. Water quality must be within the following general guidelines.

TDS: 40-125 ppm Hardness: 35-100 ppm pH: 7.0 - 8.5 Silica: <13 ppm Chlorides: <25 ppm Chlorine: <0.2 ppm Chloramine: <0.2 ppm

The best defense against poor water quality is a water treatment system designed to meet your water quality conditions.

Appliance to be installed with backflow protection according to federal, state or local codes.

**IMPORTANT:** Exhaust line must be vented to the outside to eliminate the exhaust steam and the accompanying noise from entering the room. Use 1/2" (13mm) copper tubing or suitable alternate. The overall height and length of the line should not rise more than 4' (1.2 meters) above the unit and exceed 15' (4.5 meters) with a minimum of bends. The line should slope downward after leaving the sterilizer in order to ensure condensate drainage.

**IMPORTANT:** Failure to comply with this outline will affect the sterilization process.

When an exhaust condenser is supplied; the following services must be provided: 1/2" (13mm) cold water: 1" (25mm) waste: 115V electrical line.

INTENDED FOR COMMERCIAL USE ONLY.  
NOT FOR HOUSEHOLD USE.



## BID PROPOSAL

### I. The Following Proposal is Hereby Made to:

The City of Alpena, 208 N. First Avenue, Alpena, Michigan, 49707.

### II. Evaluation Section

Please attach pages in accordance with the section "Evaluation". Failure to provide this information shall make the bid ineligible.

### III. Stipulated Amount

The Undersigned hereby proposes and agrees to furnish all necessary labor, tools, apparatus and materials, and do all the work, for the unit prices named in the itemized bid to complete the work herein described for the City of Alpena all in accordance with the specifications and other contract documents prepared by the City of Alpena Engineering Department.

Prices and notations must be made on this page in ink or typed. Prices shall be for new items only unless specified otherwise. Any form of pricing corrections made to the proposal by the bidder prior to submission should be initialed in ink by the person signing the proposal.

The City of Alpena shall perform a mathematical check. In the event that a total is incorrect for any one or more items, the unit price recorded for that item will be multiplied by the bid quantity to obtain a new item and project total.

<u>Description</u>	<u>Quantity</u>	<u>Total</u>
Market Forge STM-E Sterilmatic Sterilizer	LS	\$ <u>20,710.00</u>

#### **Notes:**

Bidder shall submit product specifications and literature for model quoted with bid proposal.

No fuel, freight, or any other surcharges over and above the unit prices established in this bid will be paid by the City.

After award, successful bidder will be issued a purchase order for the equipment.

IX. Contract Time

If awarded the contract, the Undersigned after the receipt of the executed contract, which shall serve as the notice to proceed, shall complete all work described in the contract.

X. Owners Rights Reserved

The Undersigned understands that the Owner reserves the right to reject any or all proposals or to waive any formality or technicality in any proposal in the interest of the Owner in accordance with section "Award Process".

XI. Termination

The City shall have the right to terminate this contract with a ten (10) day written notice to the other party. If the Vendor fails to maintain continuous work practices or delays completion of the project, the City may consider this default of the Contract.

XII. This Proposal is Submitted By:

Company Name	Technology International, Inc.
By	Rifat Habib
Title	Business Development Exec.
Address	1331 South International Parkway, Suite 2251.
City, State & Zip	Lake Mary, Florida 32746
Telephone No.	(407) 399-2373

CITY ATTORNEY DOCUMENT REVIEW

W A P A 1/26/23  
William A. Pfeifer, City Attorney Date  
(approved as to form only)



Technology International, Inc.  
1331 South International Parkway, Suite 2251,  
Lake Mary, FL 32746  
Tel: (407) 359-2373  
Fax: (407) 359-2372  
E-mail: [tii@tii-usa.com](mailto:tii@tii-usa.com)  
Website: [www.tii-usa.com](http://www.tii-usa.com)

## Equipment Proposal

Description: 2023 Autoclave Sterilizer Replacement

Attention: City of Alpena  
City Engineering Office  
208 North First Av  
Alpena, MI 49707  
Phone: 989-354-1730

TII Ref: TII/MI/0223/26368

Date: 02/13/2023

In response to your quote request for 2023 Autoclave Sterilizer Replacement, Technology International, Inc. is pleased to submit the following for consideration:

ITEM NO.	QTY	DESCRIPTION/ MODEL NO.	UNIT PRICE	EXTD. PRICE
1	1	Sterilmatic Sterilizer	\$20,710.00	\$20,710.00
See attached data sheets				
<b>Total.....</b>			<b>\$20,710.00</b>	

Warranty: Manufacturer's standard warranty applies.

### Delivery:

- Estimated delivery is **24 Weeks** after receipt of order and approved submittal.
- *Please note, due to COVID-19 there may be unanticipated disruptions and delays in the supply chains globally, for parts, components, equipment and internal manufacturing services such as engineering, production allocation, and logistics. This may result in manufacturing & delivery delays out of our control. We will do our best to communicate all such impacts and reduce the effects of any such delays.*
- All delivery dates quoted are subject to manufacturer's confirmation at time of order.
- Submittal data will be provided for approval after receipt of order (if applicable)
- Customer to provide equipment and personnel to unload

- TII will provide MSO at time of payment confirmation. Customer is responsible for all titling and registration of trailer (If App. cable)

**Freight:** Included to Alpena, MI, 49707.

**Payment Terms:** NET 30

**Prompt Payment discount:** 1/4 % 10 days

**Quote Validity:** 30 days.

**\*\*\* Notes:**

- Quoted price is not available on a line item basis. This is an offer for a lump sum contract.
- Quoted price is an offer for a lump sum contract.

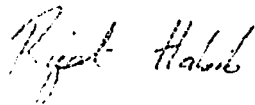
**Technology International, Inc. Corporate data:**

We are a small business and our Tax Payer Identification Number (TIN) 650342335. The price quoted does not include any sales, excise or similar taxes.

We trust that this proposal will meet your requirements and we look forward to hearing from you.

If you have any questions or need more information, please contact us by phone at 407-359-2373, fax at 407-359-2372 or email us at [tii@tii-usa.com](mailto:tii@tii-usa.com)

Respectfully submitted,



Rifat Habib  
Business Development Exec.  
Technology international, Inc.



City of Alpena

Bid Name: Autoclave Sterilizer Replacement

Bid Open Date: February 14, 2023 @ 2:00 p.m.

Bidder	Addendum	Bid Security	Base Bid	Remarks
Weber Scientific Buffalo Grove, IL	#1 ✓	NA	\$16,875.76	
Technology International Inc. Lake Mary, FL	#1	NA	\$20,710	

Unofficial – “As-Read” Results – Subject to Verification

Bids Due: February 14, 2023  
Time: 2:00 p.m.

**BID LIST**  
**Autoclave**  
**Sterilizer**

Alpena Supply  
410 S. 11th Avenue  
Alpena, MI 49707  
Ph: 989-354-2181  
[toddrousseau@alpenasupply.com](mailto:toddrousseau@alpenasupply.com)

Weber Scientific  
2732 Kuser Road  
Hamilton, NJ 08691  
800-328-8378  
[info@weberscientific.com](mailto:info@weberscientific.com)

The Lab Depot  
469 Lumpkin Campground Road  
Dawsonville, GA 30534  
800-733-2522  
[info@labdepotinc.com](mailto:info@labdepotinc.com)

Alfa Medical  
59 Madison Avenue  
Hempstead, NY 11550  
866-673-0617  
[email@sterilizers.com](mailto:email@sterilizers.com)

GMI  
6511 Bunker Lake Blvd.  
Ramsey, MN 55303  
866-407-5620  
[sales@gmi-inc.com](mailto:sales@gmi-inc.com)


# Memorandum



Date: February 14, 2023

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: Water Recycling Plant Detritter Replacement

On February 14, 2023, the City received and opened proposals for the replacement of the Detritter within the Water Recycling Plant. The Detritter is the grit removal system utilized as part of the treatment process.

Bid documents were sent to 7 firms and plan rooms and posted on the City's Website with one bid received as listed below:

Meridian Contracting Alpena, MI	\$37,971
------------------------------------	----------

Meridian has completed a site visit to the facility and has a thorough understanding of the project. They have completed other projects in the past at the plant successfully.

The proposals came in higher than anticipated for the project. However, this can be attributed to a change in anticipated handling of the project. In previous rebuilds of the equipment, the plant staff had the expertise to complete the project inhouse, so materials were the only expense. Due to retirements and a contracted labor source no longer being available, the need to outsource the project was necessitated. While over the anticipated budget, sufficient funding is available when the project is combined into our mechanical capital repairs line items.

It is my recommendation, as City Engineer, that the Water Recycling Plant Detritter Replacement Project be awarded to Meridian Contracting Services in the amount of \$37,971.

Attachments





304 W. Chisholm Street  
Alpena, Michigan 49707  
Ph: 989-354-4825  
Fax: 989-354-4338

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Shannon Smolinski  
City of Alpena  
208 N. First Ave  
Alpena, MI 49707

February 13, 2023

RE: Waste Water Treatment Plant - Detroit Replacement

Shannon,

Thank you for the opportunity to provide you with a cost estimate for the replacement of the bottom section of the Detroit at the Waste Water Treatment Plant. Per our conversation with Bob Roznowski during our site visit, this proposal includes the removal and replacement of the two bottom channel sections including the scrapers, the linkage between the sections, and the steel sides of the sloped trough.

**Scope of Work:**

**Detroit Replacement -**

- \* Mobilization and demobilization
- \* Lift drive frame as needed for removal and replacement
- \* Supply and install two channel frame sections and scrapers
- \* Supply and install new linkage section
- \* Supply and install new steel sloped trough sides
- \* It is our intention to cut the tapered gussets off about 12" down from where they attached to the swing arms and replace the lower section of those gussets with new material
- \* Supply and install new flat bar shims at adjusting bolts
- \* All new steel will be shop painted blue to match existing
- \* Prep and touch up paint at welded connections.
- \* Reset drive frame and adjust Detroit.

**Total Cost:**

**\$37,971**

Thanks again for the opportunity to be of service. Please feel free to contact me if you have any questions.

Respectfully Submitted,  
Meridian Contracting Services, LLC

Todd R. Britton



## City of Alpena

Bid Name: 2023 Detroit Replacement

Bid Open Date: February 14, 2023 @ 2:00 p.m.

Bidder	Addendum	Bid Security	Base Bid	Remarks
Meridian Contracting Alpena, MI	None	✓	\$37,971	

Unofficial – "As-Read" Results – Subject to Verification

Bids Due: February 14, 2023  
Time: 2:00 p.m.

**BID LIST  
2023 Detroit  
Replacement**

Clarks Construction  
3432 US 23 S.  
Alpena, MI 49707  
989-278-2272  
[bitting@clarkcc.com](mailto:bitting@clarkcc.com)

Devere Industrial  
1001 W. Washington Ave.  
Alpena, MI 49707  
989-340-1751  
[bjohnson@devereind.com](mailto:bjohnson@devereind.com)

Stevens Custom Fabrication  
615 W. Campbell St.  
Alpena, MI 49707  
989-340-1184  
[scott@stevenscustomfabrication.com](mailto:scott@stevenscustomfabrication.com)

Meridian Contracting  
304 W. Chisholm St.  
Alpena, MI 49707  
989-354-4825  
[todd@mericon.net](mailto:todd@mericon.net)

W. G. Benjey  
318 Cavanaugh St.  
Alpena, MI 49707  
989-354-5325  
[wqbcylinders@benjey.com](mailto:wqbcylinders@benjey.com)

Superior Fabricating  
320 N. 11th Ave.  
Alpena, MI 49707  
989-354-8877  
[bobwestenbarger@charter.net](mailto:bobwestenbarger@charter.net)

S & A Company  
1504 N. Second Ave. Alpena,  
MI 49707  
989-356-2373  
[mainoffice@snaalpena.com](mailto:mainoffice@snaalpena.com)


# Memorandum



Date: February 15, 2023

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: Plow Truck Replacement

Our existing plow truck fleet is between ten and twenty years old. In an effort to save money, our mechanics have rebuilt these trucks several times instead of replacing. While this has saved money in the short term, we are now faced with an aged fleet with larger, more costly, repairs that takes needed equipment out of service for extended periods of time. Currently, all eight trucks are at an age and condition that they should be replaced, however, this is neither practically or fiscally possible.

As a local municipality, the City can utilize the State of Michigan MiDeals vendors for purchases. This program provides the City lower pricing negotiated by the State of Michigan for government entities. After contacting several vendors available through the program, the City has found available production slots through D & K Truck Company from Lansing, MI. One advantage of the Freightliners is if warranty work or parts are required for the motors, parts and service can be found locally as opposed to our current situation of taking the vehicles to Gaylord. The company can supply us 114SD Freightliners for \$127,876 per unit. This price is available through the end of 2023.

Due to their special use as plow trucks, the trucks will also need to be outfitted with specialized equipment once they arrive. We are proposing this work be performed by another MiDeals contractor, Truck and Trailer Specialties of Boyne Falls. They have outfitted our trucks in the past and are familiar with our needs. Additionally, they are the only MiDeals contractor in northern Michigan. They will install the boxes, plowing and safety equipment for \$106,243.56. With the volatility of the supply chain, this price can only be held for the next thirty days.

As we have been regularly experiencing, availability of equipment is still a struggle. Several vendors contacted either did not have build slots even available until 2024 or were no longer participating in the State MiDeals program. The only reason one production slot for the truck is available is due to an order cancelation D & K Truck Company received. This cancelation will allow us to potentially receive at least one truck prior to plowing season 2024. This new vehicle will replace one of the two the most

problematic vehicles currently in the fleet. D & K Truck Company may have the potential of a second spot coming available over the next thirty days as well.

After several internal discussions with staff, due to the extreme need, and a healthy fund balance in the equipment fund at this time, we are proposing the purchase of two trucks to begin the process of rebuilding the fleet. This would require the approval of the attached budget amendment to reallocate equipment fund balance for the purchase of one truck and approval of the proposed truck purchase already outlined in this years approved CIP. We would like approval to enter into a purchase order for next year's allocated truck early if the opportunity presents itself. As the current available slot is not slated to arrive until quarter four of 2023, we would be within our next fiscal year when the purchase would take place.

Ongoing intentions would be to start a cyclical replacement of one plow truck every other year. With regular maintenance, this will prevent replacement of all the vehicles at once in the future.

For these reasons, it is my recommendation, as City Engineer, that a purchase order be issued to D & K Truck Company from Lansing, MI in the amount of \$127,876 for the first of possibly two new 114SD Freightliners and authorize an additional purchase order for a second unit when it becomes available. Additionally, I recommend issuing a purchase order with Truck and Trailer Specialties of Boyne Falls in the amount of \$212,487.12 to outfit both trucks once they arrive.

Attachments





# QUOTATION

## TRUCK AND TRAILER SPECIALTIES OF BOYNE FALLS, INC.

00399 US 131 NORTH – P.O. BOX 473

BOYNE FALLS, MI 49713

Phone: 231-549-3500 – Fax: 231-549-3555 – Toll: 888-603-5506

MI-Deal State Contract #200000000034

Date: February 10<sup>th</sup>, 2023

Quote #: 21023SD

Name: City of Alpena

Attention: Doug

Address:

Phone: 989-255-3981

Email: dougr@alpena.mi.us

### Dump Box: Crysteel Model HD Tipper

- Underside of dump body painted and under coated with rust-free under coating.
- Crysteel model 201 Stainless Steel HD Tipper 13 FT long X 84" wide OD, 52" front, 46" sides, 46" gate; all are inside dimensions.
- Front sides and gate made of 7 gauge 201 stainless steel.
- Boxed top rail
- Front and rear full depth corner pillars, both sloped to shed dirt
- ¼" Thick AR 450 floor – one piece with 8" corner radius made of A1011 steel
- 8" I-Beam long sills Western Style
- 24" X 88.5" ½ cab shield made of 7 gauge 201 stainless steel
- Nine panel double acting tailgate. Inverted V top brace, all horizontal panels are sloped to shed dirt. Gate is manufactured of 7 gauge 201 stainless steel. Extra HD hardware, includes the following:
  - 1 ½" thick stainless top hinge
  - 1 ¼" diameter stainless steel upper and lower tailgate pins
  - (4) 3/8" thick stainless steel chain slot brackets
  - Stainless steel lower tailgate latch socket
  - Stainless steel rear pillar cap and hinge plates
  - 3/8" Hi-test galvanized chains with length to allow tailgate to lay flat
  - All linkage, including upper pins have grease zerks

- 3 ½” Air cylinder, mounted in rear with over center locking cam, set up so shaft is retracted with gate, closed to protect shaft
- In cab tail gate control

## **Hoist**

Crysteel Turbo Telescopic Hoist Model T63113

- Class 110 Telescopic Direct Mount, three stage single acting cylinder with chrome sleeves, 113” stroke, 7” OD base diameter, 6”-5”-4” on active sleeves, operated by crankshaft driven system. Pivot points are greasable. Painted and installed.

## **Dump Body Accessories**

- Electronic back-up alarm
- (2) grease-able body safety props
- (4) HD ½” thick anti-sail mud flaps installed ahead and behind drive axles with stainless steel hardware
- (1) 201 Stainless steel shovel holder left front of body
- (2) Ladder style steps above drive axle on each side; complete ladders and steps made of 201 Stainless steel

## **Tarp System**

Roll-Rite model 6416

- Fully automatic, 4 spring system, wind deflector, tarp spool, aluminum tension and tarp bows, in-cab switch, indicator light and circuit breaker, 20ft heavy duty mesh tarp

## **Lighting**

- (1) Top of cab shield Sound Off Strobe model ELB45BCHOPC amber green LED with stainless steel bracket and lens guard
- Federal 108 LED rubber shock resistant clearance lights and reflectors
- Oval 60 series lights, configuration top to bottom installed
- LED Strobe Soundoff Amber green # AFAENF5000MX-P
- LED Back-up lights, Soundoff ECV062STT-AFA

- LED stop/tail/turn, Soundoff # ECV062B2W
- Rear corner post has deflector to keep mud and snow from pulling wiring and connectors apart
- All wiring has heat shrink connectors and are terminated in a Betts Dri-Seal #35104 junction box with waterproof choke seal installed on left rear inside of corner post of the dump body
- (2) Blade work lights – Maxxima MWL-42
- (1) Sander work light – Maxxima MWL-42
- In cab independent switches; blade and spinner light

### **Battery Disconnect**

- Flaming River FR 1005 battery disconnect installed with L.E.D. indicator light. (Location determined at installed)

### **Hydraulic System**

- Front mounted piston pump crank shaft driven, load sense hydraulic system to operate a double acting front plow hoist, scraper up and down, scraper reverse, single acting telescopic dump body hoist, slip-in sander chain and spinner assembly
- System consists of a 1300 Series Spicer driveshaft, Oilgear 6 cubic inch piston pump model FASD45L, direct mount solenoid shut-off valve, in tank low level sensor, in cab momentary over ride system
- Rexroth M4-12 6 bank valve. Dump body with 34 gal spool with pressure limiting, plow 13 gal spool, scraper up and down, to have pressure limiting feature, scraper reverse 16 gal spools with air proportional controls, spreader chain – 16 gal spool, spinner 7 gal spool electronic proportional controlled
- Hydraulic valve installed in a 304 Stainless steel enclosure; drivers side of frame mounting
- Plow/Scraper/Scraper Reverse has self-centering type controls, dump body control includes a lock-out feature; controls are air proportional, configured for maximum clearance between handles by using 35/45/55 degree off sets, mounted on a custom built pedestal between the seats
- Spreader chain, and spinner is operated by Cirrus EZ Spread 2 GST Nob control; designed for hydraulically powered spreading systems proportionally
  - Independent output control for the main chain and spinner assembly
  - Power on/off switch
  - Programmable blast (on-off timed)
  - Pass mode
  - Each channel has adjustable settings 0-10

- Back lit control panel
  - Built in power safety channel protect against open or short circuits
  - Has feature to be ground speed oriented or ground speed triggered
  - Configuration mode for hydraulic trimming
- Supply line from reservoir to pump is 2" Hose full length
  - Hoses, fittings and adaptors: All hoses have crimp type fittings and have abrasive restraint sleeve covering in high wear areas. All clamps are lined with abrasive restraint sleeve covering. All pressure hoses have minimum working pressure rating of 3,000 PSI with swivels at each end. Routing of pressure hoses, left side of engine as to stay away from turbo heat, using proper extension hangers and leaving room for service of engine filters.
  - Spreader main chain and spinner plumbing to the rear is stainless steel lines with jumper hoses rated for 3,000 PSI and include swivels at each end
  - Hydraulic system is filled with AW32 oil, pressures set and system tested

#### **FUEL & HYDRAULIC COMBINATION RESERVIOR, Manufactured of 201SS Construction**

- Tanks are designed to be installed in conjunction with a vertically mounted DPF/SCR exhaust system. The Fuel Hydraulic Tanks shall be 7ga. Stainless Steel construction. The Fuel Tank 110 gal. capacity. The Hydraulic Tank 40 gal. capacity. The Fuel and Hydraulic Tanks are integrated into a single, integrally constructed unit. The mounting of the tank includes four mounting pads and shall be equipped with rubber bushings and mounting bolts. Supports for the tanks are constructed of 4" 7.25 structural channel. The mounting brackets extend from the right frame rail and cantilever to the outside the left frame rail.
- The Fuel Tank includes ball valve shut off valves on both the supply and the return fuel lines to facilitate changing of fuel filter. The proper fuel gauge sending unit is installed. The vent for the tank is conform to the engine manufactures specifications. The tank is equipped with a magnetic drain plug.
- The hydraulic tank includes a 3" supply port and a Zinga top of the tank mounting flange. The filter is equipped with an internal drop tube and an anti-siphon device. A solid state, low oil sending unit is installed in the side of the tank. A float type sender is not acceptable. A 5" sight/temperature gauge is installed on the side of tank. The tank is full of AW32 hydraulic oil.
- Hydraulic Tank also includes:
  - Zinga suction strainer, part # 2030-3.
  - Zinga return filter, RF1215-S-1 with RE-409-10 micron element.
  - 2" – ¼ turn full flow ball valve installed at the reservoir outlet.

- ACCESSORIES:

- Non-rusting serrated grate steps, driver's side end of mounting saddle, size and location to be determined at installation.
- Decals as to the contents, "Diesel Fuel" or "Hydraulic Oil".
- Low oil light installed in the cab.
- Momentary over-ride switch installed in the cab.

## **UNDERBODY SCRAPER**

### **Monroe model HD 4500 – 11 FT**

- **HANGERBOARD:** Designed and engineered for optimum strength. ½" formed plate reinforced by ½" X 7-1/2" flat plate to make full 1" thickness. 3.25"X .344" mechanical tube outer hinge tubes. ¾" bar reinforced full length of the hinge. ¾" thick trunion arms. Outer trunion arms are bolted to hangerboard. Welded on is unacceptable. Includes a Manifold bracket for the grease line kit, one installed each side of the hangerboard.
- **HINGE SHAFT:** 2-1/2" OD X 96" long with (4) grease points and (3) hinge points. The two (2) outer hinges are 3-1/4" OD X 6" long with .344 wall thickness. Each outer hinge has (1) ½" wrap – around gusset, center hinge is 3 ¼" OD X 10 ¾" long with .344 wall and have (2) ½" thick wrap – around gussets, including thrust bearing wear plates to prevent side to side shifting of moldboard.
- **MOLDBOARD:** 1" thick X 20" high X 11' long moldboard. Integral pressed in lower offset. Rolled formed or fabricated moldboards will not be considered where the cutting edge bolts to the moldboard. ½" X 6" double beveled cutting edge with standard highway punched.
- **SHOCKS & HOUSINGS:** Cushioned by two (2) extra heavy duty spring housings, allow 600 PSI down pressure. Two (2) ½" thick flange retaining plates held by (4) 5/8" bolts with prevailing lock nuts. Housings to be slotted to relieve contaminates. Grease-able trunion mount bushings are 2-3/4" OD with a .344" wall mechanical tube trunion mount pins are 2" solid rod, bolt in removable and replaceable design.
- **ACTUATING CYLINDERS:** 3-1/2" bore X 10" stroke with 2" socatri 1000 piston rods, with poly pac seals and cast steel heads, ½" hoses and piping (supported with poly clamps) to be externally mounted for easy access. Prince in-line relief valve supplied.
- **CIRCLE:** 1" solid one piece with infinite plowing positions (no notches), minimum cut out for power reverse cylinder travel and full front circle ears as to have clamps in full contact of circle at 45 degree angle for maximum circle bearing surface. 5" ID X 6.5" OD X 1" hardened center pin bushing.

- **CENTER PIN:** Heavy Duty 5" diameter, hardened center pin, zinc coated. Grease-able with 3 port grease journal and 5/16" wide X 3/16" deep grease groove around pin. Center pin is piloted into the hangerboard.
- **CLAMPS:** 20.5 long X 7" deep X 1" thick. Shaped to follow the contour of the circle. 3/8" UHMW wear pads. Entire clamps must remain fully on the circle throughout the entire rotation of the scraper.
- **REVERSE CYLINDERS AND HARDWARE:** (2) 4" double – acting cylinders containing 1/2" #8 SAE ports, 2" socatri 1000 rods, poly pac seals, and cast steel heads. 3" OD – 2" ID anchor pivots, 2" hardened zinc coated with spiraled grease groove removable pivot pins (grease-able at each end). Prince Cross over relief valve set at 2200 PSI to protect reversing cylinders from shock impacts.
- **MOUNTING PLATES:** 3/4" thick 26 X 22 full plate steel construction. With 7" X 7" cut out for ease of cleaning. Attached to the truck using 3/4" grade 8 bolts, SAE washers and prevailing lock nuts that are electronically plated for corrosion resistance.
- **PAINT:** Shot-blasted, washed and powder coat paint TGIC polyester black. All parts are powder coated prior to assembly of scraper. Outer 12" of moldboard ends painted high visibility yellow.
- **SERRATED GRADE SAFETY STEP:** 12" x 12" welded to outer end of the moldboard on driver's side, optional 45 degree angle cut passenger side end of moldboard.
- **GREASE LINE KIT:** Remote grease kit that allows grease to be applied at centralized locations outside of the chassis frame. Grease hoses shall be SAE 107 Hytron hose rated at 3000 psi. Grease line kit will incorporate all 15 grease points on the scraper.

### **Front Plow Hitch**

- Hustings style heavy duty 34" wide Quick Hitch, top of hitch gusseted with 3/8" plate. Roller pins have grease fittings and secondary locking tabs. Plow cylinder is hydraulic double acting cylinder with the following specifications: 3" diameter bore, 10" stroke 2" socatri 1000 shaft – Boss O-ring ports. Hitch is bolted to a heavy-duty structural channel. 12" minimum 20.7 lb., front bumper with flare back and boxed ends. Hitch includes upper and lower bracing. Hitch, bumper and bracing is installed with grade 8 nuts and bolts. All to be epoxy primed, and painted urethane black.

## **Plow Lights**

- Auxiliary plow lights and turn signals. Buyers heated truck lights model #1312000, hood mounted, custom built ¼" thick X 4" wide aluminum brackets with fiberglass in hood support plates, includes in-cab 6-way switch and wire harness

## **Front & Rear Tow Hooks**

- Frame mounted, extra heavy duty minimum 44,000 lb. rating, installed using ¾" grade 8 hardware

**Total Price: \$106,243.56**

Accepted by: \_\_\_\_\_

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

Bid submitted by: Butch/Jason

For Truck and Trailer Specialties of Boyne Falls, Inc.

**Prepared for:**  
Hugh Wrath  
ALPENA CITY OF  
1001 Long Lake  
Ave  
Alpena, MI 49707  
Phone: 517-575-5518



**Prepared by:**  
Mike Denno  
D & K TRUCK COMPANY  
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E-Mail: mdenno@dktruck.com

*A proposal for*  
**ALPENA CITY OF**

*Prepared by*  
**D & K TRUCK COMPANY**  
*Mike Denno*

*Feb 13, 2023*

## **Freightliner 114SD Plus**



Components shown may not reflect all spec'd options and are not to scale





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## Q U O T A T I O N

### 114SD PLUS CONVENTIONAL CHASSIS

SET BACK AXLE - TRUCK  
CUM X12 455V HP @ 1900 RPM, 1700 LB-FT @ 1000  
RPM, 2000 GOV RPM, VOC  
ALLISON 4500 RDS AUTOMATIC TRANSMISSION WITH  
PTO PROVISION  
RT-46-160 46,000# R-SERIES TANDEM REAR AXLE  
AIRLINER 46,000# REAR SUSPENSION  
DETROIT DA-F-20.0-5 20,000# FL1 71.0 KPI/3.74 DROP  
SINGLE FRONT AXLE  
20,000# TAPERLEAF FRONT SUSPENSION

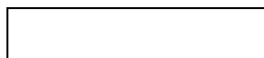
114 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL  
CAB  
5025MM (198 INCH) WHEELBASE  
1/2X3.64X11-7/8 INCH STEEL FRAME  
(12.7MMX301.6MM/0.5X11.88 INCH) 120KSI  
1600MM (63 INCH) REAR FRAME OVERHANG  
PARTIAL INNER FRAME REINFORCEMENT AT FRONT  
SUSPENSION  
TEM TO EVALUATE AND INSTALL FRAME RAIL  
REINFORCEMENT AS NEEDED FOR FRONT  
FRAME MOUNTED EQUIPMENT

		PER UNIT		TOTAL
VEHICLE PRICE	TOTAL # OF UNITS (1)	\$	122,623	\$ 122,623
EXTENDED WARRANTY		\$	0	\$ 0
DEALER INSTALLED OPTIONS		\$	5,253	\$ 5,253
CUSTOMER PRICE BEFORE TAX		\$	127,876	\$ 127,876
TAXES AND FEES				
TAXES AND FEES		\$	215	\$ 215
OTHER CHARGES		\$	0	\$ 0
TRADE-IN				
TRADE-IN ALLOWANCE		\$	(0)	\$ (0)
BALANCE DUE	(LOCAL CURRENCY)	\$	128,091	\$ 128,091

#### APPROVAL:

Please indicate your acceptance of this quotation by signing below:

Customer: X \_\_\_\_\_ Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_.



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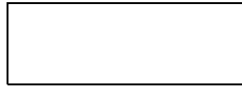
Q U O T A T I O N   D E T A I L S

TAXES AND FEES				
Title	\$	15	\$	15
Documentation Fee	\$	200	\$	200

Financing that works for you.

See your local dealer for a competitive quote from Daimler Truck Financial, or contact us at [Information@dtfoffers.com](mailto:Information@dtfoffers.com).  
Daimler Truck Financial offers a variety of finance, lease and insurance solutions to fit your business needs. For more information about our products and services, visit our website at [www.daimler-truckfinancial.com](http://www.daimler-truckfinancial.com).

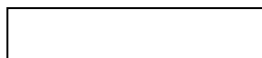
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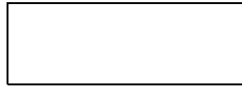
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## S P E C I F I C A T I O N   P R O P O S A L

Data Code	Description	Weight Front	Weight Rear	Retail Price
<b>Price Level</b>				
PRL-27D	SD PRL-27D (EFF:MY24 ORDERS)			STD
<b>Data Version</b>				
DRL-029	SPECPRO21 DATA RELEASE VER 029			N/C
<b>Vehicle Configuration</b>				
001-177	114SD PLUS CONVENTIONAL CHASSIS	7,934	6,476	\$159,516.00
004-224	2024 MODEL YEAR SPECIFIED			STD
002-004	SET BACK AXLE - TRUCK	480	-480	(\$2,235.00)
019-004	STRAIGHT TRUCK PROVISION, NON-TOWING			N/C
003-001	LH PRIMARY STEERING LOCATION			STD
<b>General Service</b>				
AA1-003	TRUCK/TRAILER CONFIGURATION			N/C
AA6-002	DOMICILED, USA (EXCLUDING CALIFORNIA AND CARB OPT-IN STATES)			N/C
A85-011	CONSTRUCTION SERVICE			STD
A84-1GM	GOVERNMENT BUSINESS SEGMENT			N/C
AA4-010	DIRT/SAND/ROCK COMMODITY			N/C
AA5-002	TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS			STD
AB1-008	MAXIMUM 8% EXPECTED GRADE			STD
AB5-001	SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE			STD
995-1AE	FREIGHTLINER LEVEL II WARRANTY			N/C
A66-99D	EXPECTED FRONT AXLE(S) LOAD : 20000.0 lbs			
A68-99D	EXPECTED REAR DRIVE AXLE(S) LOAD : 46000.0 lbs			
A63-99D	EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 66000.0 lbs			
A70-99D	EXPECTED GROSS COMBINATION WEIGHT : 80000.0 lbs			

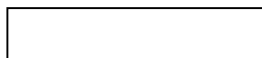


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Data Code	Description	Weight Front	Weight Rear	Retail Price
<b>Truck Service</b>				
AA3-073	BELLY PLOW BODY WITH HIGH GROUND CLEARANCE			N/C
A89-99D	BRAKING-EXPECTED CAB TO BODY CLEARANCE : 26.0 in			
AF3-2A8	TRUCK AND TRAILER SPECIALTIES INC.			N/C
<b>Engine</b>				
101-26K	CUM X12 455V HP @ 1900 RPM, 1700 LB-FT @ 1000 RPM, 2000 GOV RPM, VOC	-390	-45	\$676.00
<b>Electronic Parameters</b>				
79A-062	62 MPH ROAD SPEED LIMIT			N/C
79B-005	CRUISE CONTROL SPEED LIMIT 2 MPH LOWER THAN ROAD SPEED LIMIT			N/C
79G-106	10 MINUTE IDLE SHUTDOWN - TIMER RESET WITH CLUTCH AND SERVICE BRAKE			N/C
79K-002	PTO MODE ENGINE RPM LIMIT - 700 RPM			N/C
79U-001	PTO GOVERNOR RAMP RATE - 25 RPM PER SECOND			N/C
80G-002	PTO MINIMUM RPM - 700			N/C
80J-002	REGEN INHIBIT SPEED THRESHOLD - 5 MPH			N/C
80V-001	ENGINE MOUNT PTO, DASH SWITCH ENGAGES PTO MODE, STATIONARY OPERATION			N/C
<b>Engine Equipment</b>				
99C-021	2010 EPA/CARB/GHG21 CONFIGURATION			N/C
99D-010	NO 2008 CARB EMISSION CERTIFICATION			N/C
13E-001	STANDARD OIL PAN			STD
105-001	ENGINE MOUNTED OIL CHECK AND FILL			STD
014-109	SIDE OF HOOD AIR INTAKE WITH FIREWALL MOUNTED DONALDSON AIR CLEANER WITH SAFETY ELEMENT, PASSIVE PRECLEANER AND INSIDE/OUTSIDE AIR WITH SNOW DOOR	10		\$1,020.00
124-1D7	DR 12V 160 AMP 28-SI QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE			STD
292-236	(3) DTNA GENUINE, FLOODED STARTING, MIN 3000CCA, 555RC, THREADED STUD BATTERIES			STD
290-1CD	BATTERY BOX WITH ALUMINUM COVER MOUNTED SHORT SIDE TO RAIL	15		\$248.00
281-001	STANDARD BATTERY JUMPERS			STD

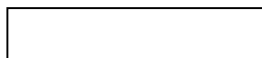


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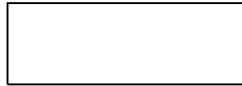


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Data Code	Description	Weight Front	Weight Rear	Retail Price
282-042	LH BATTERY BOX MOUNTED AS FAR AFT AS POSSIBLE, NO GREATER THAN 60 INCHES BACK OF CAB			\$257.00
291-017	WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN			STD
289-001	NON-POLISHED BATTERY BOX COVER			STD
306-015	PROGRESSIVE LOW VOLTAGE DISCONNECT AT 12.3 VOLTS FOR DESIGNATED CIRCUITS			N/C
107-048	CUMMINS NATURALLY ASPIRATED 25.9 CFM AIR COMPRESSOR WITH INTERNAL SAFETY VALVE			N/C
152-041	ELECTRONIC ENGINE INTEGRAL SHUTDOWN PROTECTION SYSTEM			STD
128-004	CUMMINS INTEBRAKE BRAKE WITH HIGH MED LOW BRAKE			N/C
016-1C0	RH OUTBOARD FRAME MOUNTED VERTICAL AFTERTREATMENT SYSTEM ASSEMBLY WITH TOPSTACK	65	65	\$3,020.00
28F-014	ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD REGENERATION AND VIRTUAL REGENERATION REQUEST SWITCH IN CLUSTER			N/C
239-020	10 FOOT 00 INCH (120 INCH+0/-5.9 INCH) EXHAUST SYSTEM HEIGHT			(\$4.00)
237-1CU	RH CURVED TOPSTACK			N/C
23U-002	13 GALLON DIESEL EXHAUST FLUID TANK			STD
30N-003	100 PERCENT DIESEL EXHAUST FLUID FILL			STD
23Y-001	STANDARD DIESEL EXHAUST FLUID PUMP MOUNTING			STD
23Z-002	NON-POLISHED ALUMINUM DIAMOND PLATE DIESEL EXHAUST FLUID TANK COVER	15	5	\$144.00
43X-004	LH FORWARD FACE OF DIESEL EXHAUST FLUID TANK 48 TO 52 INCHES BACK OF CAB			\$105.00
43Y-001	STANDARD DIESEL EXHAUST FLUID TANK CAP			STD
242-011	ALUMINUM AFTERTREATMENT DEVICE/MUFFLER/TAILOPIPE SHIELD(S)			N/C
273-058	AIR POWERED ON/OFF ENGINE FAN CLUTCH			N/C
276-002	AUTOMATIC FAN CONTROL WITH DASH SWITCH AND INDICATOR LIGHT, NON ENGINE MOUNTED			\$10.00
110-003	CUMMINS SPIN ON FUEL FILTER			N/C
118-008	COMBINATION FULL FLOW/BYPASS OIL FILTER			N/C
266-057	1500 SQUARE INCH ALUMINUM RADIATOR			N/C



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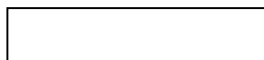
Data Code	Description	Weight Front	Weight Rear	Retail Price
103-039	ANTIFREEZE TO -34F, OAT (NITRITE AND SILICATE FREE) EXTENDED LIFE COOLANT			STD
171-007	GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT			STD
172-001	CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES			STD
270-016	RADIATOR DRAIN VALVE			N/C
168-002	LOWER RADIATOR GUARD	6		\$116.00
360-013	1350 ADAPTER FLANGE FOR FRONT PTO PROVISION	20		\$297.00
155-055	DELCO 12V 39MT HD/OCP STARTER WITH THERMAL PROTECTION AND INTEGRATED MAGNETIC SWITCH	-45		N/C

#### Transmission

342-1M3	ALLISON 4500 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION	260	100	\$13,687.00
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#### Transmission Equipment

343-339	ALLISON VOCATIONAL PACKAGE 223 - AVAILABLE ON 3000/4000 PRODUCT FAMILIES WITH VOCATIONAL MODELS RDS, HS, MH AND TRV			STD
84B-012	ALLISON VOCATIONAL RATING FOR ON/OFF HIGHWAY APPLICATIONS AVAILABLE WITH ALL PRODUCT FAMILIES			N/C
84C-023	PRIMARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY			STD
84D-023	SECONDARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY			STD
84E-013	S1 PERFORMANCE PRIMARY SHIFT SCHEDULE, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY			N/C
84F-012	S1 PERFORMANCE SECONDARY SHIFT SCHEDULE, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY			N/C
84G-011	1950 RPM PRIMARY MODE SHIFT SPEED			N/C
84H-012	2000 RPM SECONDARY MODE SHIFT SPEED			N/C
84N-200	FUEL SENSE 2.0 DISABLED - PERFORMANCE - TABLE BASED			STD
84U-000	DRIVER SWITCH INPUT - DEFAULT - NO SWITCHES			STD



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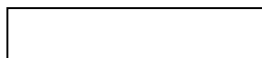


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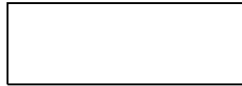
Data Code	Description	Weight Front	Weight Rear	Retail Price
84V-001	DIRECTION CHANGE ENABLED WITH MULTIPLEXED SERVICE BRAKES - ALLISON 5TH GEN TRANSMISSIONS			STD
353-076	QUICKFIT BODY LIGHTING CONNECTOR AT END OF FRAME, WITH BLUNTCUTS			\$200.00
34C-011	ELECTRONIC TRANSMISSION WIRING TO CUSTOMER INTERFACE CONNECTOR			N/C
341-018	MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN			STD
345-078	HEAVY DUTY ELECTRONIC TRANSMISSION SHIFT CONTROL, COLUMN MOUNTED			(\$254.00)
97G-004	TRANSMISSION PROGNOSTICS - ENABLED 2013			STD
370-011	WATER TO OIL TRANSMISSION COOLER, FRAME MOUNTED			STD
346-003	TRANSMISSION OIL CHECK AND FILL WITH ELECTRONIC OIL LEVEL CHECK			STD
35T-001	SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)			STD

#### Front Axle and Equipment

400-1BB	DETROIT DA-F-20.0-5 20,000# FL1 71.0 KPI/3.74 DROP SINGLE FRONT AXLE	190		\$3,436.00
402-030	MERITOR 16.5X6 Q+ CAST SPIDER CAM FRONT BRAKES, DOUBLE ANCHOR, FABRICATED SHOES	10		N/C
403-002	NON-ASBESTOS FRONT BRAKE LINING			STD
419-001	CAST IRON OUTBOARD FRONT BRAKE DRUMS			STD
427-001	FRONT BRAKE DUST SHIELDS	5		\$102.00
409-006	FRONT OIL SEALS			STD
408-001	VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL			STD
416-022	STANDARD SPINDLE NUTS FOR ALL AXLES			STD
405-002	MERITOR AUTOMATIC FRONT SLACK ADJUSTERS			STD
406-001	STANDARD KING PIN BUSHINGS			STD
536-055	TRW THP-60 POWER STEERING WITH RCH45 AUXILIARY GEAR	130		N/C
539-003	POWER STEERING PUMP			STD
534-003	4 QUART POWER STEERING RESERVOIR			N/C
533-001	OIL/AIR POWER STEERING COOLER			N/C
40T-002	CURRENT AVAILABLE SYNTHETIC 75W-90 FRONT AXLE LUBE			\$17.00

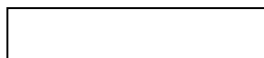


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Data Code	Description	Weight Front	Weight Rear	Retail Price
<b>Front Suspension</b>				
620-025	20,000# TAPERLEAF FRONT SUSPENSION	200		\$1,507.00
619-005	MAINTENANCE FREE RUBBER BUSHINGS - FRONT SUSPENSION			STD
410-001	FRONT SHOCK ABSORBERS			STD
<b>Rear Axle and Equipment</b>				
420-103	RT-46-160 46,000# R-SERIES TANDEM REAR AXLE		420	\$3,884.00
421-489	4.89 REAR AXLE RATIO			N/C
424-001	IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING			STD
386-075	MXL 18T MERITOR EXTENDED LUBE MAIN DRIVELINE WITH HALF ROUND YOKES	-10	-10	\$157.00
388-073	MXL 17T MERITOR EXTENDED LUBE INTERAXLE DRIVELINE WITH HALF ROUND YOKES			STD
452-006	DRIVER CONTROLLED TRACTION DIFFERENTIAL - BOTH TANDEM REAR AXLES		30	\$1,317.00
878-023	(1) INTERAXLE LOCK VALVE, (1) DRIVER CONTROLLED DIFFERENTIAL LOCK FORWARD- REAR AND REAR-REAR AXLE VALVE			N/C
87A-005	INDICATOR LIGHT FOR EACH INTERAXLE LOCKOUT SWITCH			N/C
87B-008	INDICATOR LIGHT FOR EACH DIFFERENTIAL LOCKOUT SWITCH			N/C
423-020	MERITOR 16.5X7 Q+ CAST SPIDER CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES			STD
433-002	NON-ASBESTOS REAR BRAKE LINING			STD
434-005	BRAKE CAMS AND CHAMBERS ON FORWARD SIDE OF DRIVE AXLE(S) WITH AUXILIARY SUPPORT BRACKETS			N/C
451-001	CAST IRON OUTBOARD REAR BRAKE DRUMS			STD
425-002	REAR BRAKE DUST SHIELDS		10	\$130.00
440-006	REAR OIL SEALS			STD
426-101	WABCO TRISTOP D LONGSTROKE 2-DRIVE AXLE SPRING PARKING CHAMBERS			STD
428-002	MERITOR AUTOMATIC REAR SLACK ADJUSTERS			STD
41T-002	CURRENT AVAILABLE SYNTHETIC 75W-90 REAR AXLE LUBE			N/C
42T-001	STANDARD REAR AXLE BREATHER(S)			STD



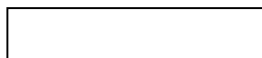


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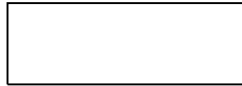


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Data Code	Description	Weight Front	Weight Rear	Retail Price
<b>Rear Suspension</b>				
622-199	AIRLINER 46,000# REAR SUSPENSION		420	\$2,289.00
621-007	AIRLINER HIGH POSITION RIDE HEIGHT			N/C
431-005	RESTRAINED AXLE SEATS IN AXLE CLAMP GROUP			N/C
624-016	51 INCH AXLE SPACING			N/C
888-077	IGNITION CONTROLLED ELECTRIC DUMP SWITCH FOR AIR SUSPENSION WITH STATE RETENTION			\$212.00
87D-012	REAR AIR SUSPENSION DUMP VALVE AUTOFILL >5 MPH WITH INDICATOR LIGHT			N/C
910-004	DUAL AIR REAR SUSPENSION LEVELING VALVES			\$137.00
623-002	TRANSVERSE CONTROL RODS			N/C
439-005	REAR SHOCK ABSORBERS - TWO AXLES (TANDEM) (AIR RIDE SUSPENSION)			N/C
<b>Brake System</b>				
490-1AU	WABCO 4S/4M ABS WITH TRACTION CONTROL WITH ATC SHUT OFF SWITCH			\$411.00
871-001	REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES			STD
904-001	FIBER BRAID PARKING BRAKE HOSE			STD
412-001	STANDARD BRAKE SYSTEM VALVES			STD
46D-002	STANDARD AIR SYSTEM PRESSURE PROTECTION SYSTEM			STD
413-002	STD U.S. FRONT BRAKE VALVE			STD
432-003	RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE			STD
480-088	WABCO SYSTEM SAVER HP WITH INTEGRAL AIR GOVERNOR AND HEATER			STD
483-004	WABCO OIL COALESCING FILTER FOR AIR DRYER			\$11.00
479-004	AIR DRYER MOUNTED OUTBOARD ON LH RAIL			N/C
460-1AE	STEEL AIR TANKS MOUNTED FOR MAX GROUND CLEARANCE, (BELLY PLOW - AA3-073)			\$165.00
477-011	PETCOCK DRAIN VALVES ON ALL AIR TANK(S)			(\$3.00)
<b>Wheelbase &amp; Frame</b>				
545-502	5025MM (198 INCH) WHEELBASE			N/C
546-1B2	1/2X3.64X11-7/8 INCH STEEL FRAME (12.7MMX301.6MM/0.5X11.88 INCH) 120KSI	290	260	\$1,878.00



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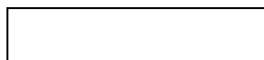
Data Code	Description	Weight Front	Weight Rear	Retail Price
547-034	PARTIAL INNER FRAME REINFORCEMENT AT FRONT SUSPENSION	180		\$800.00
548-803	TEM TO EVALUATE AND INSTALL FRAME RAIL REINFORCEMENT AS NEEDED FOR FRONT FRAME MOUNTED EQUIPMENT			N/C
552-030	1600MM (63 INCH) REAR FRAME OVERHANG			STD
55W-006	FRAME OVERHANG RANGE: 61 INCH TO 70 INCH			N/C
549-002	24 INCH INTEGRAL FRONT FRAME EXTENSION	140	-20	\$691.00
AC8-99D	CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 132.28 in			
AE8-99D	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 106.28 in			
AE4-99D	CALC'D FRAME LENGTH - OVERALL : 330.43 in			
FSS-0LH	CALCULATED FRAME SPACE LH SIDE : 31.32 in			N/C
FSS-0RH	CALCULATED FRAME SPACE RH SIDE : 58.78 in			N/C
553-001	SQUARE END OF FRAME			STD
550-001	FRONT CLOSING CROSSMEMBER			STD
559-001	STANDARD WEIGHT ENGINE CROSSMEMBER			STD
562-001	STANDARD MIDSHIP #1 CROSSMEMBER(S)			STD
572-001	STANDARD REARMOST CROSSMEMBER			STD
565-002	HEAVY DUTY SUSPENSION CROSSMEMBER		30	N/C

#### Chassis Equipment

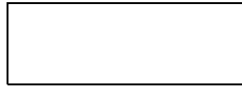
556-997	OMIT FRONT BUMPER, CUSTOMER INSTALLED SPECIAL BUMPER, DOES NOT COMPLY WITH FMCSR 393.203	-100		(\$294.00)
558-001	FRONT TOW HOOKS - FRAME MOUNTED	15		\$80.00
551-001	HUCK-SPIN ROUND COLLAR CHASSIS FASTENERS SUSPENSIONS ONLY			(\$77.00)
44Z-005	EXTERIOR HARNESSSES WRAPPED IN ABRASION TAPE, SECONDARY COVERING, & CONNECTOR PROTECTION			\$945.00
605-017	LEVEL FRAME RAILS (+1%, -0%) WHEN CHASSIS IS LOADED TO FRONT AND REAR SUSPENSION RATINGS			\$146.00

#### Fuel Tanks

N	204-151	60 GALLON/227 LITER ALUMINUM FUEL TANK - LH		STD
N	218-006	25 INCH DIAMETER FUEL TANK(S)		STD
	215-005	PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH PAINTED BANDS		STD

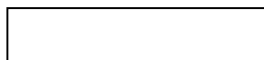


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	Data Code	Description	Weight Front	Weight Rear	Retail Price
*	212-007	FUEL TANK(S) FORWARD			STD
		NEED DEF TANK JUST AFT OF LH FRONT FENDER THEN FUEL TANK, BODY COMPANY WILL REMOVE FUEL TANK AND BUILD STEPS			
	664-001	PLAIN STEP FINISH			STD
	205-001	FUEL TANK CAP(S)			STD
	122-075	ALLIANCE FUEL FILTER/WATER SEPARATOR	15		N/C
	216-020	EQUIFLO INBOARD FUEL SYSTEM			STD
	202-016	HIGH TEMPERATURE REINFORCED NYLON FUEL LINE			STD
<b>Tires</b>					
	093-0TA	MICHELIN XZY-3 385/65R22.5 18 PLY RADIAL FRONT TIRES	130		\$498.00
	094-0GR	MICHELIN XDN2 12R22.5 16 PLY RADIAL REAR TIRES		35	\$944.00
<b>Hubs</b>					
	418-060	CONMET PRESET PLUS PREMIUM IRON FRONT HUBS			STD
	450-060	CONMET PRESET PLUS PREMIUM IRON REAR HUBS			STD
<b>Wheels</b>					
	502-1H5	ALCOA LVL ONE 82462X 22.5X12.25 10-HUB PILOT 4.68 INSET 10-HAND ALUMINUM DISC FRONT WHEELS	-8		\$604.00
	505-766	ALCOA ULA18X 22.5X8.25 10-HUB PILOT ALUMINUM DISC REAR WHEELS		-248	\$944.00
	496-011	FRONT WHEEL MOUNTING NUTS			STD
	497-011	REAR WHEEL MOUNTING NUTS			STD
	498-011	NYLON WHEEL GUARDS FRONT AND REAR ALL INTERFACES			\$68.00
<b>Cab Exterior</b>					
	829-1A2	114 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB			STD
	650-008	AIR CAB MOUNTING			STD
	648-002	NONREMOVABLE BUGSCREEN MOUNTED BEHIND GRILLE			STD
	667-037	SHORT FENDER WITH MUDFLAP			\$141.00
	754-017	BOLT-ON MOLDED FLEXIBLE FENDER EXTENSIONS	10		\$115.00
	678-001	LH AND RH GRAB HANDLES			STD
	646-041	STATIONARY BLACK GRILLE			STD



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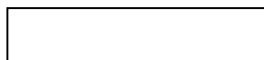


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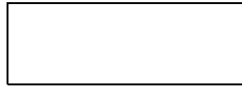
Data Code	Description	Weight Front	Weight Rear	Retail Price
65X-004	BLACK HOOD MOUNTED AIR INTAKE GRILLE			STD
644-004	FIBERGLASS HOOD			STD
690-016	CAB FLOOR, TOE BOARD AND FIREWALL HEAT SHIELD	5		\$135.00
727-1AM	DUAL 24 INCH ROUND POLISHED ALUMINUM AIR HORNS ROOF MOUNTED	4		\$75.00
726-001	SINGLE ELECTRIC HORN			STD
728-002	DUAL HORN SHIELDS			N/C
575-001	REAR LICENSE PLATE MOUNT END OF FRAME			STD
312-068	HALOGEN COMPOSITE HEADLAMPS WITH BLACK BEZELS			STD
302-047	LED AERODYNAMIC MARKER LIGHTS			\$34.00
314-824	WIRING AND SWITCH FOR CUSTOMER FURNISHED SNOW PLOW LAMPS WITH DUAL CONNECTIONS AT BUMPER			\$162.00
294-001	INTEGRAL STOP/TAIL/BACKUP LIGHTS			STD
300-015	STANDARD FRONT TURN SIGNAL LAMPS			STD
744-1BC	DUAL WEST COAST BRIGHT FINISH HEATED MIRRORS WITH LH AND RH REMOTE			\$286.00
797-001	DOOR MOUNTED MIRRORS			STD
796-001	102 INCH EQUIPMENT WIDTH			STD
743-204	LH AND RH 8 INCH BRIGHT FINISH CONVEX MIRRORS MOUNTED UNDER PRIMARY MIRRORS			N/C
729-001	STANDARD SIDE/REAR REFLECTORS			STD
677-062	FIXED CAB MOUNTED STEPS LH AND RH FOR CAB ENTRY, BELLY PLOW BODY WITH HIGH GROUND CLEARANCE DOES NOT COMPLY FMCSR 399			\$106.00
768-043	63X14 INCH TINTED REAR WINDOW			STD
661-003	TINTED DOOR GLASS LH AND RH WITH TINTED NON-OPERATING WING WINDOWS			(\$117.00)
654-011	RH AND LH ELECTRIC POWERED WINDOWS	4	4	\$218.00
663-029	1-PIECE BONDED HEATED WIPER PARK SOLAR GREEN GLASS WINDSHIELD			\$423.00
659-019	2 GALLON WINDSHIELD WASHER RESERVOIR WITHOUT FLUID LEVEL INDICATOR, FRAME MOUNTED			(\$80.00)

### Cab Interior

055-018	ELITE TRIM PACKAGE	N/C
707-106	MIST CLOTH & CARBON VINYL INTERIOR "ELITE"	N/C

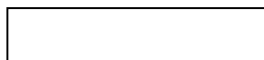


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Data Code	Description	Weight Front	Weight Rear	Retail Price
70K-019	CARBON WITH PREMIUM WOOD ACCENT (ELITE)			\$116.00
706-013	MOLDED PLASTIC DOOR PANEL			STD
708-013	MOLDED PLASTIC DOOR PANEL			STD
772-006	BLACK MATS WITH SINGLE INSULATION			STD
785-026	(1)DASH MOUNTED 12V POWER OUTLET (1)DASH MOUNTED DUAL 2.1 AMP USB-C CHARGER			\$43.00
691-001	FORWARD ROOF MOUNTED CONSOLE			\$568.00
696-012	CENTER STORAGE CONSOLE MOUNTED ON BACKWALL	20		\$26.00
693-035	LH AND RH KICKPLATES			\$200.00
738-021	DIGITAL ALARM CLOCK IN DRIVER DISPLAY			N/C
742-007	(2) CUP HOLDERS LH AND RH DASH			STD
680-029	M2/SD DASH			\$121.00
700-002	HEATER, DEFROSTER AND AIR CONDITIONER			STD
701-008	STANDARD HVAC DUCTING WITH SNOW SHIELD FOR FRESH AIR INTAKE			\$31.00
703-005	MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH			STD
170-015	STANDARD HEATER PLUMBING			STD
130-041	VALEO HEAVY DUTY A/C REFRIGERANT COMPRESSOR			STD
702-002	BINARY CONTROL, R-134A			STD
739-034	PREMIUM INSULATION			\$145.00
285-013	SOLID-STATE CIRCUIT PROTECTION AND FUSES			STD
280-007	12V NEGATIVE GROUND ELECTRICAL SYSTEM			STD
324-1B3	STANDARD LED CAB LIGHTING			\$55.00
657-001	DOOR LOCKS AND IGNITION SWITCH KEYED THE SAME			STD
78G-003	KEY QUANTITY OF 3			\$9.00
655-028	LH AND RH ELECTRIC DOOR LOCKS WITH AUTO UNLOCK FEATURE WHEN DOOR IS SET FROM OPEN TO CLOSED POSITION			\$122.00
756-339	PREMIUM ISRINGHAUSEN HIGH BACK AIR SUSPENSION DRIVERS SEAT WITH 2 AIR LUMBAR, INTEGRATED CUSHION EXTENSION, TILT AND ADJUSTABLE SHOCK	70		\$414.00
760-337	BASIC ISRINGHAUSEN HIGH BACK NON SUSPENSION TOOL BOX PASSENGER SEAT			\$236.00
759-007	DUAL DRIVER SEAT ARMRESTS, NO PASSENGER SEAT ARMRESTS	4		\$69.00



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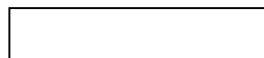


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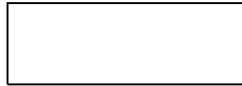
Data Code	Description	Weight Front	Weight Rear	Retail Price
711-004	LH AND RH INTEGRAL DOOR PANEL ARMRESTS			STD
758-022	BLACK MORDURA CLOTH DRIVER SEAT COVER			\$25.00
761-023	BLACK MORDURA CLOTH PASSENGER SEAT COVER			\$22.00
763-101	BLACK SEAT BELTS			STD
532-002	ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN	10		\$478.00
540-070	4-SPOKE 18 INCH (450MM) LEATHER WRAPPED STEERING WHEEL WITH CHROME SWITCH BEZELS			\$219.00
765-002	DRIVER AND PASSENGER INTERIOR SUN VISORS			STD

#### Instruments & Controls

	81B-003	DIGITAL PANEL LAMP DIMMER SWITCH IN DRIVER DISPLAY		N/C
*	4CH-004	4 EXTRA PROGRAMMABLE SWITCHES/INDICATORS		\$97.00
		\$C1B0192ZZ,C1C0200ZZ,C1D0208ZZ,C1E0209ZZ		
	106-002	ELECTRONIC ACCELERATOR CONTROL		N/C
	732-998	NO INSTRUMENT PANEL-DRIVER		(\$324.00)
	734-022	FULLY CONFIGURABLE CENTER INSTRUMENT PANELS		(\$53.00)
	68J-004	(4) SWITCH CUTOUPS AND BLANKS IN CENTER PANEL		\$8.00
	87L-001	ENGINE REMOTE INTERFACE WITH PARK BRAKE INTERLOCK		N/C
	870-002	BRIGHT ARGENT FINISH GAUGE BEZELS		\$1.00
	486-001	LOW AIR PRESSURE INDICATOR LIGHT AND AUDIBLE ALARM		STD
	840-001	DUAL NEEDLE PRIMARY AND SECONDARY AIR PRESSURE GAUGE		N/C
	198-025	INTAKE MOUNTED AIR RESTRICTION INDICATOR WITHOUT GRADUATIONS		STD
	149-015	ELECTRONIC CRUISE CONTROL WITH CONTROLS ON STEERING WHEEL SPOKES		N/C
	156-007	KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY		STD
	811-044	PREMIUM INSTRUMENT CLUSTER WITH 5.0 INCH TFT COLOR DISPLAY		\$19.00
	160-038	HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR LOCATED BELOW LH DASH		STD

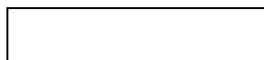


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Data Code	Description	Weight Front	Weight Rear	Retail Price
844-001	2 INCH ELECTRIC FUEL GAUGE			STD
148-074	ENGINE REMOTE INTERFACE NOT CONFIGURED			\$110.00
48H-001	QUICKFIT POWERTRAIN INTERFACE CONNECTOR LOCATED BETWEEN SEATS WITH CAPS			\$77.00
48C-001	QUICKFIT PROGRAMMABLE INTERFACE CONNECTOR(S) BETWEEN SEATS WITH CAP			N/C
163-014	ENGINE REMOTE INTERFACE CONNECTOR AT POWERTRAIN INTERFACE CONNECTOR			N/C
856-001	ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE			STD
854-008	DIGITAL ENGINE OIL TEMPERATURE IN DRIVER DISPLAY			N/C
864-001	2 INCH TRANSMISSION OIL TEMPERATURE GAUGE			STD
867-004	ELECTRONIC OUTSIDE TEMPERATURE SENSOR DISPLAY IN DRIVER MESSAGE CENTER			N/C
830-017	ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY			STD
372-123	PTO CONTROLS FOR ENHANCED VEHICLE ELECTRIC/ELECTRONIC ARCHITECTURE			\$40.00
852-002	ELECTRIC ENGINE OIL PRESSURE GAUGE			STD
679-998	NO OVERHEAD INSTRUMENT PANEL			(\$69.00)
35M-011	QUICKFIT PROGRAMMABLE INTERFACE MODULE + (4) 20 AMP FUSED RELAYS	10		\$173.00
746-137	AM/FM/WB WORLD TUNER RADIO WITH BLUETOOTH, USB AND AUXILIARY INPUTS, J1939	10		\$490.00
747-001	DASH MOUNTED RADIO			N/C
750-002	(2) RADIO SPEAKERS IN CAB			N/C
748-006	POWER AND GROUND WIRING PROVISION OVERHEAD			\$9.00
749-001	ROOF/OVERHEAD CONSOLE CB RADIO PROVISION			\$76.00
752-017	MULTI-BAND AM/FM/WB/CB LH MIRROR MOUNTED ANTENNA SYSTEM			\$293.00
74D-006	STANDARD RADIO WIRING WITH STEERING WHEEL CONTROLS			N/C
810-027	ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER			STD
817-001	STANDARD VEHICLE SPEED SENSOR			STD

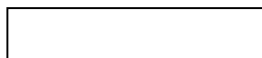


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Data Code	Description	Weight Front	Weight Rear	Retail Price
812-001	ELECTRONIC 3000 RPM TACHOMETER			STD
813-1C8	DETROIT CONNECT PLATFORM HARDWARE			N/C
8D1-303	3 YEARS DAIMLER CONNECTIVITY BASE PACKAGE (FEATURES VARY BY MODEL) POWERED BY DETROIT CONNECT			N/C
6TS-005	TMC RP1226 ACCESSORY CONNECTOR LOCATED BEHIND PASSENGER SIDE REMOVEABLE DASH PANEL			\$40.00
162-002	IGNITION SWITCH CONTROLLED ENGINE STOP			STD
81Y-005	PRE-TRIP INSPECTION FEATURE FOR EXTERIOR LAMPS ONLY			\$12.00
264-030	(1) OVERHEAD MOUNTED LANYARD CONTROL FOR DRIVER AIR HORN			N/C
842-006	DIGITAL TURBO AIR PRESSURE IN DRIVER DISPLAY			N/C
836-015	DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY			STD
660-008	SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY			STD
304-030	ROTARY HEADLAMP SWITCH, MARKER LIGHTS/HEADLIGHTS SWITCH WITH PULL OUT FOR OPTIONAL FOG/ROAD LAMPS			N/C
882-009	ONE VALVE PARKING BRAKE SYSTEM WITH WARNING INDICATOR			STD
299-020	SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, HEADLAMP FLASH, WASH/WIPE/INTERMITTENT			N/C
298-046	INTEGRAL ELECTRONIC TURN SIGNAL FLASHER WITH 40 AMP (20 AMP PER SIDE) TRAILER LAMP CAPACITY			N/C
<b>Design</b>				
065-000	PAINT: ONE SOLID COLOR			STD
<b>Color</b>				
980-5E7	CAB COLOR A: L0789EY OMAHA ORANGE ELITE EY			N/C
986-020	BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT			STD
963-003	STANDARD E COAT/UNDERCOATING			STD
<b>Certification / Compliance</b>				
996-001	U.S. FMVSS CERTIFICATION, EXCEPT SALES CABS AND GLIDER KITS			STD





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## Weight Summary

	Weight Front	Weight Rear	Total Weight
Factory Weight <sup>+</sup>	9704 lbs	7052 lbs	16756 lbs
Dealer Installed Options	0 lbs	0 lbs	0 lbs
Total Weight <sup>+</sup>	9704 lbs	7052 lbs	16756 lbs

## Other Factory Charges

PMV-021	GHG21 ENHANCEMENT PRICE	\$450.00
RD1-303	3 YRS DAIMLER CONNECTIVITY BASE PKG (VARY BY MODEL) POWERED BY DETRIOT CONNECT	N/C
RAC-42N	M2/SD PLUS ESCALATOR	\$1,185.00
RFY-022	FRONT TIRE SURCHARGE	\$50.00
RFU-022	REAR TIRE SURCHARGE	\$200.00
RFZ-024	MY24/CY23 PRICING SURCHARGE	\$3,750.00
P73-2FT	STANDARD DESTINATION CHARGE	\$3,375.00

## Dealer Installed Options

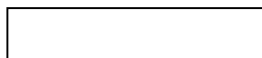
		Weight Front	Weight Rear	Price
PREP	DEALER PRE DELIVERY INSPECTION	0	0	\$740.00
FUEL	FUEL	0	0	\$125.00
DEL	DELIVERY	0	0	\$300.00
CUMM	CUMMINS X12 7YEAR 250,000 MILE ENGINE & AFTERTREATMENT WARRANTY	0	0	\$4,088.00
Total Dealer Installed Options		0 lbs	0 lbs	\$5,253.00

(+) Weights shown are estimates only.

If weight is critical, contact Customer Application Engineering.

(\*\*) Prices shown do not include taxes, fees, etc... "Net Equipment Selling Price" is located on the Quotation Details Proposal Report.

(\*\*\*) All cost increases for major components (Engines, Transmissions, Axles, Front and Rear Tires) and government mandated requirements, tariffs, and raw material surcharges will be passed through and added to factory invoices.



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## DIMENSIONS

[illegible]

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# BUDGET AMENDMENT REQUEST

FUND: Equipment  
DEPARTMENT: Public Works  
PROJECT: Plow Truck Purchase

Account No.	Account Description	Current Budget	Proposed Increase or (Decrease)	Proposed Budget
	Equipment - Fund Balance	\$2,207,921	(\$234,120)	\$1,973,801
661-441-974.000	Cap - Vehicles		\$234,120	\$234,120

## Justification for Budget Amendment

Purchase and outfitting of one of two new plow trucks

Truck Purchase \$127,876 Plow Truck Outfitting \$106,243.56

## Michigan Uniform Accounting and Budget Act:

2/15/2023

Department Head

Date

\*\* 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.

Clerk/Treasurer

Date

City Manager

Date

City Council

Date

# Memorandum



TO: Mayor Waligora, and City Council Members

CC: City Manager Smolinski and, Clerk/Treasurer/FD Soik

FROM: Chief Rob Edmonds

SUBJECT: Turnout Gear Procurement Request

DATE: February 16, 2023

There is a CIP request for the 2023-24 budget year for the replacement of firefighter structural firefighting turnout gear, as we have gear that has far exceeded its service life of 10 years. This service life requirement is mandated by the MIOSHA Part 74 standard on "Firefighting" and the National Fire Protection Association (NFPA) standard 1851 "Standard on Selection, Care, and Maintenance of Protective Ensembles for Structural Firefighting and Proximity Firefighting".

Through funding of this project, proper safety wear of AFD personnel for structural firefighting ensemble would be accomplished to include our career and cadet/auxiliary personnel. We have been in the practice of replacing three sets of gear per year and increased the 2022-23 budget for five sets of gear. This does, however, still cause us to fall short of replacing seriously outdated gear to meet these standards for our personnel and keep them safe. We currently have 21 sets of turnout coats and pants, 13 helmets, 25 sets of boots, 37 sets of gloves and 74 particulate hoods needing to be replaced to be compliant with these requirements.

We were declined for a federal grant request through the Assistance to Firefighters Grant (AFG) for the 2022 application which would have replaced all 37 sets of turnout gear ensemble for all personnel, which is why this has now become a CIP project in immediate need.

In keeping standardized gear among our personnel, we approached vendors to compare products and request pricing to select appropriate gear to meet our requirements. In an effort to be fiscally responsible by choosing the best priced option based on our specifications, there were two vendors that had submitted quotes.



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West Shore Fire met our requirements with a quote of \$3,056.00/set for a FireDex brand of turnout jacket and pants. Municipal Emergency Services also met our requirements with a quote of \$3,175.00/set for a Honeywell brand of turnout jacket and pants. We had selected to purchase the FireDex product through West Shore Services in 2021 and 2022 to keep consistent with the brand and the price was unchanged for a total of eight sets of gear.

After discussion with the sales representative and the regional sales manager with FireDex earlier this week, they have advised they are anticipating up to a 20% price increase to all gear ordered after March 6, 2023. The suggestion is to get approval for personnel to be fitted for gear and process the order before March 6 to secure the purchase at the current pricing. There is a 26-30 week build time on the gear and anticipated delivery and invoicing of the items would not be until August/September of 2023, well into the next fiscal year. The CIP request for the 2023-24 budget year is for \$112,000.00 and a 20% increase would add an additional \$22,400.00 to the cost bringing the total to \$134,400.00.

I am requesting to have West Shore Fire schedule fitting of department personnel for turnout gear items and have the order placed to secure the current price quote in anticipation of this CIP project to be included in the 2023-24 Fire Department budget. Payment and invoicing would not occur until delivery of the items well into the next fiscal year.

**Recommended Motion:** Move to approve the Fire Department to proceed with the fitting and ordering of turnout gear through West Shore Fire as presented with billing to be upon delivery of the items outlined in the CIP request.

# Memorandum



TO: Mayor Waligora, and City Council Members

CC: City Manager Smolinski and, Clerk/Treasurer/FD Soik

FROM: Chief Rob Edmonds

SUBJECT: Fee Schedule – Mask Fit Testing

DATE: February 16, 2023

Due to recent changes in MIOSHA Part 74 - "Firefighting" and a more focused approach to employee safety in the structural firefighting profession, there are revisions to several industry best practices that are being mandated by state and federal guidelines.

Under Federal OSHA 29 C.F.R. § 1910.134 Respiratory Protection Standard, MIOSHA Occupational Health Part 451, and Firefighting Part 74, it is required that annually personnel have a medical evaluation and health screening by a licensed medical professional and be fit tested in any and all respirators they are expected to wear in IDLH (Immediately Dangerous to Life and Health) atmospheres.

The Alpena Fire Department is compliant in all aspects of the Respiratory Protection Standards through our current Respiratory Protection Program practices. These include an annual health questionnaire, annual health screening/evaluation by a licensed health care provider, pulmonary function testing, mask fit testing in all respirators, and medical follow up if needed based on the medical evaluation. We also contract with a vendor to have our SCBA's (Self Contained Breathing Apparatus) annually inspected, and flow tested for operational readiness as required.

To meet the requirements, we recently upgraded our mask fit tester for the SCBA respirators to allow us to continue to perform this test in-house. This unit costs the City approximately \$8,000.00 and requires annual maintenance that will cost another \$800.00 per year. In the past, we offered this mask fit testing to the local volunteer organizations free of charge, as there were only a few that were following the standards. With the new changes, all fire departments will need to comply with the standards, and we expect to see an increased request for this service.



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Due to the considerable initial cost to purchase the mask fit tester, an annual maintenance cost, disposable supplies used in the testing, as well as our personnel time to conduct the testing; I am requesting to establish a fee schedule for this service. This fee schedule would help offset the cost to conduct this testing, plan for the annual maintenance and calibration, and eventual replacement/upgrade of the existing unit in the future.

At this time, I would ask that Council approves the fee schedule as outlined below and to create a committed line item for the revenue generated to be utilized for the respiratory protection program administration. This would include mask fit testing supplies, annual maintenance/calibration costs, replacement of the fit tester hardware and components, and purchase of respiratory protection equipment. This fee schedule would be effective March 1, 2023.

Respiratory Protection Mask Fit Testing Fee Schedule:

Self-Contained Breathing Apparatus (SCBA) Mask Fit Testing	\$35.00 each
N-95 Mask Fit Testing	\$10.00 each
PAPR (Powered Air Purifying Respirator)	\$10.00 each

Recommended Motion: Move to approve the proposed fee schedule, effective March 1, 2023, for mask fit testing and create a committed line item for revenues to be used for the respiratory protection program administration.

# Memorandum



TO: Mayor Waligora, City Council Members

CC: City Manager Smolinski, Clerk/Treasurer/FD Soik

FROM: Chief Rob Edmonds

SUBJECT: Fee Schedule – Carded CPR/AED Training

DATE: February 16, 2023

Through the efforts of our Community Risk Reduction Captain Andy Marceau, we offer free community CPR/AED instruction to the public at no charge for non-carded classes in CPR/AED. The purpose of this is to educate as many community members as possible in the correct procedures for performing CPR on a victim in sudden cardiac arrest, as well as the need for correct application of a public access defibrillator otherwise known as an AED.

We also provide certified carded CPR/AED training to the area first responder agencies and the Alpena County Sheriff Department (ACSD) at the cost of the card only as a part of the Alpena County Ambulance agreement for training of first responders. This cost is \$6.00 per card.

We have partnered with Team Life in offering AED's and their components at a very affordable price to the public. The intent is to increase the number of AED's in the community available for public access defibrillation along with community members trained in effective CPR. Alpena Fire Department is providing this community CPR/AED training at no cost to the purchaser of an AED through this initiative within Alpena County.

Since the incident involving Damar Hamlin of the Buffalo Bills NFL football team, going into sudden cardiac arrest in front of millions of spectators at the field that day and watching the game, the requests for carded, - "certified" CPR/AED training has increased substantially from community businesses and organizations.

We have several certified American Heart Association (AHA) instructors within the Alpena Fire Department that can instruct these carded(certified) courses. These certified courses are full 8-hour courses and are very time and resource dependent on specialized mannequins.



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When delivering the CPR/AED card, certified courses, we also add “Stop the Bleed” training, basic first aid training, and basic fire safety instruction as a bonus to our community contact with the public if they have interest, and at no additional cost.

At this time, I would ask that the Council approve a fee schedule as outlined below and create a committed line item for the revenue generated to be utilized for the purpose of CPR/AED Community Outreach Training and Equipment. This line item would cover the cost of class materials, CPR card certifications, mannequins, and associated training items for CPR/AED training. This fee schedule would be effective March 1, 2023.

CPR/AED Community Outreach Training and Equipment Fee Schedule:

Non-carded, non-certified CPR/AED Training	\$00.00 person
CPR/AED Card Certification Training ACSD/MFR's	\$ 6.00 person
CPR/AED Card Certification Training	\$60.00 person

Recommended Motion: Move to approve the proposed fee schedule, effective March 1, 2023, for CPR/AED Community Outreach Training and Equipment and create a committed line item for revenues to be used for the cost of class materials, CPR card certifications, mannequins, and associated training items for CPR/AED training.