

ALPENA CITY COUNCIL MEETING

July 03, 2023 – 6:00 p.m.

AGENDA

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

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

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

Access Code: 667-050-061

1. Call to Order.
2. Pledge of Allegiance.
3. Approval of and Proposed Modifications to the Agenda.
4. Approval of the Minutes – Regular and Closed Sessions of June 19, 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 \$912,023.07, and Authorize Mayor Waligora and Clerk Soik to Sign.
 - B. Application from Sanctuary Cinema, LLC for a New Class C License Issued Under MCL 436.1521(A)(1)(B) to be Located at 101 S. Second Avenue, Alpena, MI 49707 be Recommended for Approval by the Michigan Liquor Control Commission.
 - C. Approval of the Waterways Grant Agreement with the Michigan Department of Natural Resources and Authorize City Manager, Rachel Smolinski, to Sign.
 - D. Correct the Social Media Policy that was Approved on 2/15/21 and Number as Policy No. 60.
 - E. Adopt Council Policy Statement No. 61, Canvass of Personal Property.
8. Presentations.

Huron Humane Society Semi-Annual Report.
9. Announcements.
10. Mayoral Proclamation.
11. Report of Officers.
 - A. Second Reading of Ordinance No. 23-493 Which Amends the City of Alpena Zoning Map – Bill Pfeifer, City Attorney.
 - B. Contract for Assessing Services – Rachel Smolinski, City Manager.
12. Communications and Petitions.
13. Unfinished Business.
14. New Business.

15. Adjournment.

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

Rachel Smolinski
City Manager

COUNCIL PROCEEDINGS

June 19, 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, and Councilmember Nowak.

Absent: Councilmember Walchak.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

APPROVAL OF THE AGENDA

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

Motion carried 4-0, 1 absent.

MODIFICATION TO THE AGENDA

Moved by Mayor Pro Tem Johnson, seconded by Councilmember Nowak, to add a request from Joe's Bar for a noise ordinance variance on three dates to "New Business" on the agenda.

Motion carried 4-0, 1 absent.

MINUTES

The minutes of the regular and closed sessions of June 05, 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 \$426,217.78, and authorize Mayor Waligora and Clerk Soik to sign.
- B. Modify the budget adoption resolution that was approved on June 05, 2023, to change the date to July 01, 2023, for which the revised fees become effective.
- C. Approval of the service agreement with the Huron Humane Society for the period of July 01, 2023, to June 30, 2024.

- D. Approval of the service agreement with the Target Alpena Development Corporation for the period of July 01, 2023, to June 30, 2024.
- E. Approval of the service agreement with the Thunder Bay Arts Council for the period of July 01, 2023, to June 30, 2024.

Motion carried 4-0, 1 absent.

ORDINANCE NO. 23-493

Attorney Pfeifer delivered the first reading of Ordinance No. 23-493, which amends the City of Alpena zoning map.

ATTORNEY FEES FOR WATER AND SEWER LITIGATION

Moved by Councilmember Nowak, seconded by Mayor Pro Tem Johnson, to approve the payment for the attorney fees [in the amount of \$27,555] as presented.

Motion carried 4-0, 1 absent.

NOISE ORDINANCE VARIANCE REQUESTS FOR JOE'S BAR

Moved by Mayor Pro Tem Johnson, seconded by Councilmember Mitchell, to approve the noise ordinance variances for Joe's Bar, located at 1300 Ford Avenue in Alpena, from 10 p.m. to 1 a.m. on July 1st, 8th, and 15th of 2023.

Motion carried by 4-0, 1 absent.

RECESS

The Municipal Council recessed from 6:15 p.m. to 6:19 p.m.

RECONVENE IN CLOSED SESSION

Moved by Councilmember Nowak, seconded by Mayor Pro Tem Johnson, to adjourn to closed session to discuss collective bargaining agreements for the Police Command and Patrol units.

Motion carried 4-0, 1 absent.

RECONVENE IN OPEN SESSION

The Municipal Council reconvened in open session at 7:02 p.m.

ADJOURNMENT

On motion of Councilmember Mitchell, seconded by Mayor Waligora, the Municipal Council adjourned at 7:02 p.m.

Matthew Waligora
Mayor

ATTEST:

Anna Soik
City Clerk

DRAFT

INVOICE REGISTER

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EXP CHECK RUN DATES 06/27/2023 - 06/27/2023

BOTH JOURNALIZED AND UNJOURNALIZED

OPEN - CHECK TYPE: PAPER CHECK

VENDOR	INVOICE #	DESCRIPTION	AMOUNT
ALPENA POWER COMPANY	062723	ELECTRIC	18,895.44
DTE ENERGY	062723	NATURAL GAS	639.63
VERIZON WIRELESS	9936899283	CELL PHONES/IPADS	2,541.46
VERIZON WIRELESS	9936899282	CELL PHONES	446.14
		Total:	22,522.67

INVOICE REGISTER

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EXP CHECK RUN DATES 06/30/2023 - 06/30/2023

BOTH JOURNALIZED AND UNJOURNALIZED

OPEN - CHECK TYPE: PAPER CHECK

VENDOR	INVOICE #	DESCRIPTION	AMOUNT
AIRGAS USA LLC	9139058393	SUPPLIES - EMS DISP	33.82
AIRGAS USA LLC	9138820086	SUPPLIES - EMS DISP	47.77
AIRGAS USA LLC	9138580536	SUPPLIES - EMS DISP	59.33
ALLEGRA ALPENA	158760	SUPPLIES - POL	60.43
ALPENA ACE HARDWARE	5520	SUPPLIES - PARKS	29.97
ALPENA ACE HARDWARE	5549	MAINT - FIRE/EMS	59.98
ALPENA ACE HARDWARE	5451	SUPPLIES - CEMETERY	18.32
ALPENA CHURCH OF CHRIST	062823	STARLITE DEPOSIT REFUND	100.00
ALPENA DIESEL SERVICE	S77630	VEH MAINT #45	202.16
ALPENA DIESEL SERVICE	S77733	VEH MAINT #45	90.96
ALPENA DIESEL SERVICE	S77747	SUPPLIES - EQ	27.30
ALPENA DIESEL SERVICE	S77787	SUPPLIES - EQ	40.73
ALPENA DIESEL SERVICE	W20153	VEH MAINT #45	61.75
ALPENA DOWNTOWN DEVELOPMENT	062723	COMM PROMO - DDA	400.00
ALPENA SUPPLY CO	S100524365.001	MAINT - PARKS	9.57
ALPENA SUPPLY CO	S100524650.001	MAINT - PARKS	48.81
ALPENA SUPPLY CO	S100524365.002	MAINT - PARKS	9.15
ALPENA SUPPLY CO	S100524880.001	MAINT - MARINA	167.20
ALPENA SUPPLY CO	S100525512.001	MAINT - MARINA	29.46
ALPENA SUPPLY CO	S100525133.001	MAINT - MARINA	40.86
ALPENA SUPPLY CO	S100517352.001	SUPPLIES - MARINA	70.68
ALPENA SUPPLY CO	S100523571.001	SUPPLIES - PARKS	146.42
ALPENA SUPPLY CO	S100523471.001	SUPPLIES - PARKS	3.60
ALPENA SUPPLY CO	S100523274.001	SUPPLIES - PARKS	0.25
ALPENA SUPPLY CO	S100522685.001	SUPPLIES - WTP	1,138.42
ALPENA SUPPLY CO	S100522354.001	VEH MAINT #467	65.05
ALPENA SUPPLY CO	S100522348.001	VEH MAINT - WATER TRUCK	15.24
ALPENA SUPPLY CO	S100515130.001	MAINT - SPLASH PARK	440.15
AMAZON CAPITAL SERVICES INC	1X1H-YK7V-CKLX	UNIFORMS - POL	124.95
AMAZON CAPITAL SERVICES INC	1FWY-VFJ1-CG31	UNIFORMS - FIRE/EMS	115.98
AMAZON CAPITAL SERVICES INC	1CGT-D447-C3D4	SUPPLIES - ENG	108.90
AMAZON CAPITAL SERVICES INC	19P7-K9W1-4XL1	SUPPLIES - DPW	49.63
AMAZON CAPITAL SERVICES INC	17XF-H6XJ-1J1W	MAINT - PARKS	130.20
AMAZON CAPITAL SERVICES INC	13WC-G3QF-CG3G	SUPPLIES - IT	491.04
AMAZON CAPITAL SERVICES INC	1XL6-H77N-GQFR	SUPPLIES - IT	285.92
AMAZON CAPITAL SERVICES INC	1T7L-616D-Y9M7	SUPPLIES - IT	37.47
AMAZON CAPITAL SERVICES INC	1L3M-QGDV-CKGT	SUPPLIES - DPW	112.97
AMAZON CAPITAL SERVICES INC	1Y11-4RD6-6L7D	BLDG MAINT - FIRE/EMS	179.99
ANNE GENTRY	062723	REIMB CELL PHONE EXP - DDA	180.00
ARROWHEAD UPFITTERS INC	7345	POLICE CHIEF CAR	11,855.00
BALL TIRE & GAS INC	218728	SUPPLIES - CEMETERY	21.86
BALL TIRE & GAS INC	219301	VEH MAINT #14	456.00
BALL TIRE & GAS INC	219299	VEH MAINT - EQ	38.60
BALL TIRE & GAS INC	219300	VEH MAINT - EQ	77.20
BALL TIRE & GAS INC	219404	VEH MAINT #73	67.13
BALL TIRE & GAS INC	218733	VEH MAINT - EQ	434.66
BALL TIRE & GAS INC	218724	SUPPLIES - CEM	39.00
BALL TIRE & GAS INC	219526	VEH MAINT - EQ	185.00
BEGICK NURSERY & GARDEN CENTER	68639	FLOWERS - PARKS	2,064.70
BELL EQUIPMENT COMPANY	P17229	VEH MAINT - EQ	635.86
BENNY TRUPIANO	AP23-0468C (2)	AMBULANCE REFUND	11.77
BOLENZ JEWELRY	103740-001	CWP/RET PLAQUE PLATES	56.00
CARQUEST AUTO PARTS	484659	VEH MAINT - FIRE/EMS	55.15
CARQUEST AUTO PARTS	484957	VEH MAINT - EQ	13.90
CARQUEST AUTO PARTS	484249	VEH MAINT #101	11.60
CARQUEST AUTO PARTS	484607	SUPPLIES - CH	22.79
CARQUEST AUTO PARTS	484781	VEH MAINT #101	74.93
CARQUEST AUTO PARTS	485228	VEH MAINT #14	2.62
CARRIER & GABLE INC	IN34855	MAINT - LIGHTS	1,222.00
CERTA SITE LLC	12550437	EXTINGUISHER MAINT - PSF	68.85
CHARTER COMMUNICATIONS	005376201062123	FAXLINE - DPW	89.98
CHARTER COMMUNICATIONS	005372701062123	FAX LINE - CH	79.98
CHARTER COMMUNICATIONS	005054301060723	WATER TWR INTERNET SIGNALS	497.90
CHARTER COMMUNICATIONS	005372201062123	FAX LINE - PUBLIC SAFETY	39.99
CHARTER TOWNSHIP OF ALPENA	2254 3 06/23	REIMB GARAGE NATURAL GAS - FIRE/EMS	31.03
CHERRY HILL GREENHOUSE	939173	FLOWER BASKETS - DDA/MARINA	5,450.00
CHRISS HALLECK	062323	STARLITE DEPOSIT REFUND	100.00
CITY TREASURER	063023	PETTY CASH - CITY HALL	113.89
CLARION EVENTS INC	CIV00204021	COURSE TUITION - FIRE/EMS	731.27
CMP DISTRIBUTORS INC	76543	UNIFORMS - POL	767.00
COLUMN SOFTWARE PBC	35725COA-0080	PUBLISHING/ADVERTISING - C/T	378.18
COLUMN SOFTWARE PBC	35725COA-0081	PUBLISHING/ADVERTISING - C/T	94.55

INVOICE REGISTER

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EXP CHECK RUN DATES 06/30/2023 - 06/30/2023

BOTH JOURNALIZED AND UNJOURNALIZED

OPEN - CHECK TYPE: PAPER CHECK

VENDOR	INVOICE #	DESCRIPTION	AMOUNT
COLUMN SOFTWARE PBC	35725COA-0083	PUBLISHING/ADVERTISING - C/T	220.61
DEAN ARBOUR FORD LINCOLN MERCURY	38170	VEH MAINT - EQ	664.86
DOG WASTE DEPOT	552857	SUPPLIES - PARKS	504.00
EAGLE SUPPLY CO	125932	SUPPLIES - FIRE/EMS	122.00
EAGLE SUPPLY CO	125873	SUPPLIES - FIRE/EMS	221.00
EAGLE SUPPLY CO	125987	SUPPLIES - MARINA	96.20
EAGLE SUPPLY CO	125957	SUPPLIES - MICHEKEWIS	152.40
EAGLE SUPPLY CO	125896	BLDG MAINT - POL/FIRE/EMS	49.24
EMILY EDMONDS	AP23-0459C (2)	AMBULANCE REFUND	5.18
ERIC HAMP	062323	PETTY CASH - PUBLIC SAFETY	882.13
EVERETT GOODRICH TRUCKING	062323	RESURFACING 2023	331,362.90
EVERETT GOODRICH TRUCKING	062323B	HMA PATCHING 2023	17,046.27
FIRST OUT	29000	REACH & RESCUE EQUIPMENT - FIRE/EMS	2,361.00
FRANKS KEY & LOCK SHOP INC	47254	SUPPLIES - DPW	26.95
FRIENDS OF THUNDER BAY	310	DOCKAGE/LINE HANDLING - MARINA	6,950.00
GEORGIES TOWING & WRECKER SVC	23-10745	VEH MAINT #101	100.00
GEORGIES TOWING & WRECKER SVC	23-10702	MAINT - WWTP	626.00
GILDNERS CONCRETE PRODUCTS	14694	STORES - CONCRETE	201.60
GILMET CONSTRUCTION SERVICES	063023	BUILDING/ZONING SVCS 06/23	2,500.00
GRACE LUTHERAN CHURCH	062323	STARLITE DEPOSIT REFUND	100.00
GREAT LAKES DIVERS	2023-2	SNORKEL GEAR - FIRE/EMS	2,003.40
HOME DEPOT CREDIT SERVICES	7011988	MAINT - MARINA	356.57
HOME DEPOT CREDIT SERVICES	1062026	SUPPLIES - PARKS	116.16
HOME DEPOT CREDIT SERVICES	525096	SUPPLIES - PARKS/CEM	327.42
HOME DEPOT CREDIT SERVICES	5062463	SUPPLIES - DPW	79.92
HOME DEPOT CREDIT SERVICES	4074944	MAINT/SUPP - PARKS/MARINA	165.89
HOME DEPOT CREDIT SERVICES	3122372	SUPPLIES - DPW	76.92
HOME DEPOT CREDIT SERVICES	9062898	SUPPLIES - CH/MARINA	398.00
HOME DEPOT CREDIT SERVICES	9062915	SUPPLIES - CH/MARINA	25.94
HOME DEPOT CREDIT SERVICES	7063023	SUPPLIES - CEM	24.38
HOME DEPOT CREDIT SERVICES	7075390	SUPPLIES - PARKS	308.69
HOME DEPOT CREDIT SERVICES	2021680	MAINT - LOC ST	40.78
HOSPICE OF MICHIGAN	AP22-7126C	AMBULANCE REFUND	57.73
HUBBELL ROTH & CLARK	0207465	CLEAR WELL PROJECT	23,371.92
JANICE PAPP	AP23-0096C	AMBULANCE REFUND	200.00
KYLE THOMAS	140848	WORK APPAREL ALLOW- DPW	84.24
LAKESHORE PLUMBING, HEATING &	51043	BLDG MAINT - DPW	320.00
LEFAVE PHARMACY INC	061423	SUPPLIES - EMS DISP	266.64
LIQUID CALCIUM CHLORIDE INC	063665	CALCIUM CHLORIDE C	6,572.13
LIQUID CALCIUM CHLORIDE INC	063672	CALCIUM CHLORIDE	2,908.20
LYNETTE KINDT	062323	STARLITE DEPOSIT REFUND	100.00
MARIE VILLENEUVE	062823	STARLITE DEPOSIT REFUND	100.00
MARSH'S COLLISION	062023	MAINT - FLEET	3,163.47
MCDONALD AUTO SUPPLY INC	997562	SUPPLIES - FIRE/EMS	12.49
MHR BILLING SERVICES	4426	BILLING 05/23 - EMS	8,931.50
MICHIGAN DEPARTMENT OF TREASURY	062823	UNCLAIMED PROPERTY 2023	127.39
MICHIGAN DIVING SERVICES	40202300	DIVING SERVICES	4,406.00
MICHIGAN DIVING SERVICES	40202301	DIVING SERVICES	2,225.00
MICHIGAN DOWNTOWN ASSOCIATION	E2826	CONT ED/COMM PROMO - DDA	800.00
MICHIGAN RESCUE CONCEPTS	10556	WATER RESCUE INITIATIVE	11,196.20
MOTOROLA SOLUTIONS INC	8281642528	UNIFORMS - POL	1,308.00
MOTOROLA SOLUTIONS INC	1187102369	BODY CAMS AND EQUIP	40,824.00
MY MICHIGAN HEALTH	060623	HEARTSAVER CARDS - FIRE/EMS	200.00
MY MICHIGAN HEALTH	060623A	HEARTSAVER CARDS - FIRE/EMS	400.00
MY MICHIGAN HEALTH	070223	EMPLOYEE PHYS - FIRE/EMS/POL	953.00
NYE UNIFORM COMPANY	852362	UNIFORMS - POL	424.88
NYE UNIFORM COMPANY	854130	UNIFORMS - POL	56.50
O'REILLY AUTO PARTS	5611-280556	VEH MAINT #41	12.53
O'REILLY AUTO PARTS	5611-280597	VEH MAINT #28	494.03
O'REILLY AUTO PARTS	5611-279753	SUPPLIES - FIRE/EMS	16.95
O'REILLY AUTO PARTS	5611-280506	SUPPLIES - FIRE/EMS	8.40
OFFICE DEPOT	26685427	SUPPLIES - POL/FIRE/EMS	112.46
OFFICE DEPOT	26301182	SUPPLIES - POL/FIRE/EMS	102.01
PITNEY BOWES INC	1023272964	POSTAGE METER RENT 04-06/23	176.97
POWER LINE SUPPLY CO	56750411	VEH MAINT - EQ	1,282.50
PVS TECHNOLOGIES INC	335614	FERROUS CHLORIDE - SEWER	4,667.62
SAW SUPPLY	062123	MAINT - ISLAND PARK	429.80
SEVAN K INC	313 05/23	VEH MAINT - POL	153.00
SHANE ADAMSKI	957686	WORK APPAREL ALLOW - DPW	74.18
SHIELD OCCUPATIONAL HEALTH	16159	DRUG SCREEN - DPW/MARINA	60.00
STANDARD ELECTRIC CO	4078160-00	MAINT - LIGHTS	10.70
STANDARD ELECTRIC CO	4078204-00	MAINT - LIGHTS	16.17

INVOICE REGISTER

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EXP CHECK RUN DATES 06/30/2023 - 06/30/2023

BOTH JOURNALIZED AND UNJOURNALIZED

OPEN - CHECK TYPE: PAPER CHECK

VENDOR	INVOICE #	DESCRIPTION	AMOUNT
STERICYCLE INC	8004134914	SHRED CONTAINER RENT/SVC 05/23	95.56
STRALEY LAMP & KRAENZLEIN PC	38228	MONTHLY FEE 04-05/23	6,880.00
TELNET WORLDWIDE	11700	TELEPHONE - LAND LINES	383.18
THE BOAT HOUSE MARINE & STORAGE	B7108	WATER RESCUE INITIATIVE	389.18
THE SHERWIN WILLIAMS CO	6232-1	MAINT - PARKS	8.11
THE SHERWIN WILLIAMS CO	6095-2	SUPPLIES - PARKS	137.54
THE SHERWIN WILLIAMS CO	6101-8	SUPPLIES - PARKS	119.84
THE SHERWIN WILLIAMS CO	5487-2	SUPPLIES - MARINA	19.56
THE SHERWIN WILLIAMS CO	9387-5	SUPPLIES - MARINA	183.98
THE SHERWIN WILLIAMS CO	9450-1	BLDG MAINT - FIRE/EMS	37.45
THE SHERWIN WILLIAMS CO	6119-0	SUPPLIES - PARKS	8.11
THUNDER BAY ELECTRIC INC	232974	ALLEY LIGHTS	2,670.00
TRACTOR SUPPLY CREDIT PLAN	026785	VEH MAINT - EQ	64.99
TRACTOR SUPPLY CREDIT PLAN	015294	SUPPLIES - PARKS	295.90
TRUGREEN PROCESSING CENTER	062923	MAINT - CEMETERY	44.67
VEOLIA WATER CONTRACT OPERATIONS	9000100453	CONTRACT OPERATION 06/23	139,680.17
VEOLIA WATER CONTRACT OPERATIONS	9000097201	CONTRACT OP RETRO FEE 02/20-05/31/23	21,854.73
VEOLIA WATER CONTRACT OPERATIONS	9000099908	CONTRACT OPERATIONS 05/23	32,820.08
WEBSTAUANTSTORE	87299913	SUPPLIES - DDA	2,144.58
WEINKAUF PLUMBING & HEATING INC	23893	OPEN STARLITE BATH HOUSE	390.00
WEST SHORE FIRE INC	30367	TURNOUT GEAR - FIRE/EMS	16,286.78
WOLVERINE POWER SYSTEMS	0252660-IN	BLDG MAINT - CH	615.60

Total: 740,895.85

INVOICE REGISTER

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EXP CHECK RUN DATES 07/05/2023 - 07/05/2023

BOTH JOURNALIZED AND UNJOURNALIZED

OPEN - CHECK TYPE: PAPER CHECK

VENDOR	INVOICE #	DESCRIPTION	AMOUNT
ALPENA AGENCY INC	42251	CYBER LIABILITY - IT	9,156.04
CHUBB	INV20231660000000	INSURANCE - BRIDGE	23,594.00
MICHAEL R FERRARELL	062823	FRESH WAVES	600.00
PARK FAMILY FOUNDATION	060523	23-24 CONTRIBUTION	20,000.00
TIM NIJENHUIS	062722	MURAL PROJECT 2022 - DDA	3,750.00
WEBSTaurantSTORE	87360247	SUPPLIES - DDA	1,377.64
Total:			58,477.68

CHECKS RAN ON 06/27/23 (BREAKDOWN OF INVOICES ATTACHED)	22,522.67
BENEFITS PAID ON 06/29/23	90,126.87
FISCAL YEAR-END RUN ON 06/30/23 (BREAKDOWN OF INVOICES ATTACHED)	740,895.85
TOTAL FOR 07/03/23 COUNCIL MEETING	912,023.07



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

June 27, 2023

Anna Soik and Members of Alpena City Council
City of Alpena
208 N. 1st Avenue
Alpena, MI 49707

RE: Updated Resolution for Redevelopment Liquor License: Sanctuary Cinema

In April 2023, Alpena City Council passed a resolution to recommend the allocation of a Development District (DDA) Class C Liquor License to the Sanctuary Cinema, LLC located at 101 S. Second Ave., Alpena, MI 49707.

The applicant has received a notice from the Michigan Liquor Control Commission that the resolution needs to be updated to indicate under which statute the license is being issued under.

I have included an updated resolution for your consideration with the updated language:

"Move that the application from Sanctuary Cinema, LLC for a New Class C License issued under MCL 436.1521(A)(1)(B) to be located at 101 S. Second Ave., Alpena, MI 49707 be recommended for approval by the Michigan Liquor Control Commission."

This resolution simply lets the Liquor Control Commission know that we agree to allowing one of our special licenses to be allocated to this applicant, should they meet all of the additional application requirements.

Thank you!

A handwritten signature in black ink, appearing to read "Anne Gentry", written in a cursive style.

Anne Gentry
Executive Director

989.356.6422

anneg@alpena.mi.us

web | downtownalpenami.com

social | Downtown Alpena



Local Government Approval
(Authorized by MCL 436.1501)

Instructions for Applicants:

- You must obtain a recommendation from the local legislative body for a new on-premises license application, certain types of license classification transfers, and/or a new banquet facility permit.

Instructions for Local Legislative Body:

- Complete this resolution or provide a resolution, along with certification from the clerk or adopted minutes from the meeting at which this request was considered.

At a _____ regular _____ meeting of the _____ City of Alpena _____ council/board
(regular or special) (township, city, village)
called to order by _____ on Jul 3, 2023 at 6:00 pm
(date) (time)
the following resolution was offered:

Moved by _____ and supported by _____

that the application from Sanctuary Cinema, LLC
(name of applicant - if a corporation or limited liability company, please state the company name)

for the following license(s): New Class C License issued under MCL 436.1521(A)(1)(B)
(list specific licenses requested)

to be located at: 101 S. Second Ave., Alpena, MI 49707

and the following permit, if applied for:

☐ Banquet Facility Permit Address of Banquet Facility: _____

It is the consensus of this body that it _____ this application be considered for
(recommends/does not recommend)
approval by the Michigan Liquor Control Commission.

If disapproved, the reasons for disapproval are _____

Vote

Yeas: _____

Nays: _____

Absent: _____

I hereby certify that the foregoing is true and is a complete copy of the resolution offered and adopted by the _____
council/board at a _____ meeting held on _____ (township, city, village)
(regular or special) (date)

Print Name of Clerk

Signature of Clerk

Date

Under Article IV, Section 40, of the Constitution of Michigan (1963), the Commission shall exercise complete control of the alcoholic beverage traffic within this state, including the retail sales thereof, subject to statutory limitations. Further, the Commission shall have the sole right, power, and duty to control the alcoholic beverage traffic and traffic in other alcoholic liquor within this state, including the licensure of businesses and individuals.

Please return this completed form along with any corresponding documents to:

Michigan Liquor Control Commission

Mailing address: P.O. Box 30005, Lansing, MI 48909

Hand deliveries or overnight packages: Constitution Hall - 525 W. Allegan, Lansing, MI 48933

Fax to: 517-763-0059



GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF NATURAL RESOURCES
LANSING



DANIEL EICHINGER
DIRECTOR

June 21, 2023

Ms. Shannon Smolinski
Engineering Assistant / Harbormaster
City of Alpena
<shannons@alpena.mi.us>

Dear Ms. Smolinski,

Attached is a copy of the Harbors and Docks Facility Construction Agreement – between the City of Alpena and the Department of Natural Resources (DNR), as well as a Resolution for adoption by the City of Alpena authorizing execution of the Agreement.

Please have both, a copy of the Agreement(s) (**do not date the first page**) and the Resolution(s) signed as appropriate. All original copies should be returned to my attention. The Agreement will be signed and dated by the DNR, and a fully executed copy will be returned for your files.

If you have any questions, please contact me at DawsonL@michigan.gov.

Sincerely,

Linnae Dawson
Parks and Recreation Division
517-290-2200

Enclosures

WATERWAYS GRANT AGREEMENT

Harbors and Docks Facility Construction

THIS WATERWAYS GRANT AGREEMENT (the "Agreement") is made as of _____, 2023, between the City of Alpena, ALPENA COUNTY, MICHIGAN (the "City") and the MICHIGAN DEPARTMENT OF NATURAL RESOURCES, a principal department of the State of Michigan (the "Department").

WHEREAS, the City is an important center of recreational boating activity and serves as a refuge point for shallow-draft recreational vessels;

WHEREAS, the City has asked that the Department assist the City in the design and construction of upgrades to the existing fueling system and underground piping, along with a complete restroom facility remodel including adding shower stalls, and ADA improvements, at the Alpena Municipal Marina (the facilities) (4-201);

WHEREAS, the Department is willing to assist the City to construct the facilities, which are estimated to cost five hundred ten thousand dollars (\$510,000.00), with the Department agreeing to pay approximately 49% of the estimated cost, not to exceed two hundred fifty thousand dollars (\$250,000.00).

NOW, THEREFORE, in consideration of the Agreement's mutual promises and undertakings, the parties agree as follows:

1. The Department shall:

(a) grant to the City a sum of money equal to approximately 49% of the cost of construction of the facilities called for by the plans and specifications, including final engineering costs, but not to exceed two hundred fifty thousand dollars (\$250,000.00). The words "plans and specifications" shall mean the plans and specifications developed for the City for the facilities prepared by a consulting firm duly licensed to perform professional services within the State of Michigan (the "State").

(b) release State funds as reimbursement according to the following:

Acceptance by the City of this Agreement, written
Department approval of final plans and specifications

(bidding documents), receipt of all necessary permits, award of contract to a competent contractor (licensed in the State of Michigan) to accomplish the work called for by the plans and specifications following bidding procedures acceptable to the Department and City, and receipt of payment reimbursement requests.

The final ten (10) percent shall be paid upon completion of work and receipt of progress payment requests from the contractor that are approved for payment by the designated project manager. The final ten (10) percent of State funds shall be paid upon completion of the project and 60 days after receipt of project cost documentation to the Department by the City or completion of an audit of the expenditures for the facilities by the Department, whichever occurs first.

(c) make the resources of the Department and the experience gained by the Department operating similar boating projects available to the City.

(d) provide for the periodic inspection of the facilities, including all equipment and buildings.

2. The City shall:

(a) immediately appropriate the sum of two hundred sixty thousand dollars (\$260,000.00) for the project, which represents approximately fifty-one percent (51%) of the total cost of the project work called for by this Agreement. Any additional funds needed to complete this work, called for in this Agreement, shall be provided by the City.

(b) construct the facilities to the satisfaction of the Department, and to provide the funds, services, and materials necessary to satisfy this Agreement. There shall be no deviation from the plans and specifications without the express written consent of Parks and Recreation Division. Proceeding with unauthorized changes shall result in excluding the work from State fund eligibility. Upon completion of the project, a final set of "as built" plans shall be submitted to the Department in an appropriate digital format.

(c) use all funds granted by the Department to this Agreement solely for the conduct and completion of the project work within three (3) years from the date of this Agreement. The City shall maintain satisfactory financial accounts, documents and records, and shall make them available to the Department for auditing at reasonable times. The City shall retain all accounts, documents, and records for the facilities for not less than three (3) years following completion of construction.

(d) permit Department review and approval of all professional services agreements, project contracts, bidding documents, specifications and final engineering drawing plans before being sent out to bid. The final engineering drawings shall provide, or conduct, soil boring data for any projects below the waterline. The Department must approve all change orders before being initiated. The Department reserves the option to have a representative on the selection panel for all contracts.

(e) ensure that all premises, buildings, and equipment-related procedures comply with all applicable State and Federal regulations for employee and public safety and with all applicable construction codes. All facilities shall comply with the barrier free design requirements of the Utilization of Public Facilities by Physically Handicapped Act, MCL 125.1351 *et seq.* The City shall submit a written report to the Department in which any safety issues, identified through Department inspections, are listed and compliance procedures are outlined. If the Department determines the City has failed to correct any safety issues, the Department will have the necessary work completed and the City shall pay 105% of the cost of the work.

(f) construct the facilities authorized under this Agreement, and the land and water access ways to those facilities, only in accordance with the plans and specifications approved by the Department.

(g) certify to the best of its knowledge and belief that the City and any principal, agent, contractor, and subcontractor of the City:

(1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any State or Federal agency.

(2) have not been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction, as defined in 45 CFR 1185; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property within a three-year period preceding this Agreement.

(3) are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses.

(4) have not had one or more public transactions (Federal, State, or local) terminated for cause or default within three years preceding this Agreement.

(5) will comply with all applicable requirements of all Federal and State laws, rules, executive orders, regulations, and policies governing this program.

3. After the facilities are constructed, the City shall:

(a) establish or assign a competent and proper agency of the City to operate the facilities, to regulate the use of the facilities, and to provide for maintenance for the facilities to the satisfaction of the Department.

(b) provide to the Department for approval, a complete tariff schedule containing all charges to be assessed against watercraft utilizing the facilities and to provide any amendment to the schedule to the Department for approval before becoming effective. Any fee schedule adopted by the City shall provide for sufficient income to defray operating and maintenance expenses of the project exclusive of depreciation. The City shall not impose fees for the use of the facilities unless they have been specifically approved by the Department in writing. Any net revenues accruing from the operation of the facilities shall be separately accounted for and reserved in a restricted fund by the City for the future maintenance or expansion of the facility or, with the Department's approval, for the construction of other recreational boating facilities. The City shall request, no more than once annually, approval to vary from fee rates set by the Department.

(c) enforce all State statutes and local ordinances pertaining to marine safety, licensing of watercraft, and the dispensing of marine fuel within the City.

(d) furnish the Department, upon request, detailed statements covering the annual operation of the facilities, including boat traffic, income, and expenses for the 12 months ending December 31 of each year.

(e) hold the State of Michigan and the Department harmless from damages or any suits brought against the City due to construction, maintenance or operation of the facilities.

(f) maintain throughout the life of this Agreement suitable signs for both land and water approaches designating this project as having been constructed by the City and the Department. The size, color, and design of these signs must meet department specifications and shall be approved by the Department before being constructed.

(g) adopt the ordinances or resolutions as required to effectuate this Agreement. The City shall forward certified copies of all the ordinances and resolutions to the Department before their effective date.

(h) participate in the State Harbor Reservation System for the life of facilities.

(i) provide, upon the Department's request, one seasonal boat slip at no cost for Department-owned vessels.

4. Facility improvements are held in perpetuity. Perpetuity is defined as life of facilities. Life of facilities is defined as a minimum of 20 years from latest grant award. The City may request release from grant obligations after 20 years from date of last executed grant agreement.

5. The City shall comply with all State and Federal statutes applicable to the facilities.

6. The City must submit all reports, documents, or actions required by this Agreement to Parks and Recreation Division, Department of Natural Resources, P.O. Box 30257, Lansing, Michigan 48909. The City must submit invoices for reimbursement within ninety (90) days of invoice date.

7. Nothing in this Agreement shall be in any way construed to impose any obligation of whatsoever nature, financial or otherwise, upon the Department for the operation or maintenance of any recreational boating facilities.

8. All of the facilities constructed pursuant to this Agreement, or pursuant to any amendments or extensions of this Agreement, shall be reserved in perpetuity by the City for the exclusive use and/or rental, on a daily basis, by the operations of transient recreational watercraft, unless otherwise authorized in writing by the Department.

9. Commercial operations of any type shall not be permitted to regularly use any of the facilities or to be located on the facilities without the prior written approval of both the City and the Department.

10. The facilities and the land and water access ways to the facilities shall be open to the public at all times on equal and reasonable terms, and that no individual shall be denied access to, or the use of, the facilities on the basis of race, color, religion, national origin, or ancestry contrary to the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101 *et seq.* or the Persons with Disabilities Civil Rights Act 1976 PA 220, MCL 37.1101 *et seq.*, and any violation of this requirement shall be a material breach of contract, subject to penalties as provided in this Agreement.

In connection with this Agreement, the City shall:

(1) comply with the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101 *et seq.*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101 *et seq.*, and all other Federal, State and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position. The City agrees to include this covenant, not to discriminate in employment, in every subcontract entered into for the performance of this grant agreement. A breach of this covenant is a material breach of this Agreement.

(2) send, or its collective bargaining representative shall send, to each labor union representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative its commitments under this Agreement.

11. The City represents that it possesses good and clear title to all lands involved in this project, and that it will defend any suit brought against either party which involves title, ownership, or specific rights, including appurtenant riparian rights of any lands connected with or affected by this project.

12. The facilities constructed under this Agreement shall not be wholly or partially conveyed, either in fee or otherwise, or leased for a term of years or for any other period, nor shall there be any whole or partial transfer of the title, ownership, or right of maintenance or control by the City without the Department's prior written approval.

13. Any failure by the City to abide by any of the conditions, promises, or undertakings contained in this Agreement shall constitute a material breach of this Agreement. A material breach of this Agreement could result in an "ineligibility" status with all Department-administered grant programs until the breach is corrected. Further, a material breach of this Agreement by the City shall entitle the Department to the following options:

(a) To purchase the facilities and the right of access over City property to the facilities at the existing value of the facilities, less any financial contribution made by the Department. The value of the facilities shall be determined by three competent appraisers; one to be selected by the City, one to be selected by the Department, and the third to be selected by the first two appraisers. The Department and the City shall equally share the total fees of these appraisers, including expenses. The appraisal shall be limited to the value of the facilities for the construction, repair, or rehabilitation in which the facilities are located. No value shall be assigned to the right of access to the facilities over City property. The Department shall have ninety (90) days from the date of receipt of the appraisals within which to exercise its option. If the Department does not exercise the option within that period, the City shall pay to the Department a sum equal to the total financial contribution made by the Department towards the construction or maintenance of the facilities.

(b) To accept from the City a sum equal to the total financial contribution made by the Department for the construction or maintenance of the facilities.

14. This Agreement shall not be effective until the Michigan Legislature appropriates the State funds for the facilities and the State Administrative Board approves their release.

15. The Department's rights under this Agreement shall continue in perpetuity.

16. Failure of either party to insist on the strict performance of this Agreement shall not constitute waiver of any breach of the Agreement.

17. This Agreement represents the entire agreement between the parties and supersedes all proposals or other prior agreements, oral or written, and all other communications between the parties.

18. No amendment to the Agreement shall be binding upon the parties unless it is in writing and signed by a duly authorized representative of both parties.

IN WITNESS WHEREOF, the parties execute this Agreement by the signatures of their duly authorized representatives.

WITNESSES:

CITY OF

By: _____

Title: _____

**MICHIGAN DEPARTMENT OF
NATURAL RESOURCES**

By: _____

Ronald A. Olson, Chief
Parks and Recreation Division

RESOLUTION - 2023 -11

Upon motion made by _____, seconded by _____ the following Resolution was adopted:

"RESOLVED, that the City of Alpena, Michigan, accepts the terms of the Agreement as received from the Michigan Department of Natural Resources, and that the City agrees, but not by way of limitation, as follows:

1. To appropriate the sum of two hundred sixty thousand dollars (\$260,000.00) to match the two hundred fifty thousand dollars (\$250,000.00) State grant authorized by the Department.

2. To maintain satisfactory financial accounts, documents, and records, and to make them available to the Department for auditing at reasonable times.

3. To construct the facilities and provide the funds, services, and materials as may be necessary to satisfy the terms of the Agreement.

4. To ensure that all premises, buildings, and equipment related procedures comply with all applicable State and Federal regulations.

5. To establish and/or appoint the City of Alpena _____ to regulate the use of the facilities constructed under this Agreement to assure the use thereof by the public on equal and reasonable terms.

6. To enforce all State statutes and local ordinances pertaining to marine safety and to enforce statutes of the State of Michigan within the confines of the City pertaining to the licensing of watercraft. Watercraft not fully complying with the laws of the State of Michigan relative to licensing shall not be permitted to use the facility until full compliance with those laws has been made.

7. To comply with all terms of the Agreement, including all terms not specifically set forth in the foregoing portions of this Resolution."

The following aye votes were recorded: _____

The following nay votes were recorded: _____

STATE OF MICHIGAN)
)
COUNTY OF _____)

I, _____, Clerk of the City of Alpena, Michigan, certify that the above is a true and correct copy of the Resolution relative to the Agreement with the Michigan Department of Natural Resources, which was adopted by the City Board at a meeting held _____, 2023.

Dated: _____

City Clerk

Memorandum



To: Mayor Waligora and Municipal Council
From: Anna Soik, City Clerk/Treasurer/Finance Director *AS*
Date: June 28, 2023
Re: Social Media Policy Number Correction

It was recently discovered that Social Media Policy No. 58 that was approved on 2/15/21 was incorrectly numbered. Policy No. 58 was previously approved on 8/6/18 as Property Tax Exemptions Other than Poverty. I am requesting that the social media policy be corrected to policy no. 60.

Recommended motion: Correct the Social Media Policy that was approved on 2/15/21 to be numbered as policy no. 60.

Thank you kindly.

CITY OF ALPENA
COUNCIL POLICY STATEMENT

General Subject:	Social Media	Policy No.	<u>60*</u>
		Date Issued	<u>April 19, 2021</u>
		Effective Date	<u>April 19, 2021</u>

Copies to: City Council, City Manager, City Attorney, Department Heads, Staff, File.

***Originally approved on 2/15/21 with an incorrect policy number of 58. Corrected on 7/3/23.**

PURPOSE:

The purpose of this policy is to make everyone involved aware of the clear and defined expectations for their social media activity as it is related to the City of Alpena. This policy is also intended to protect the City of Alpena and its residents from liability, inflammatory and disparaging remarks, falsehoods, and misrepresentations within the social media community.

Social media is an ever-expanding term used to describe interactions on current and future forms of media networking on sites across the internet. It is intended that this policy will be flexible to encompass future modes in this category of communication for new versions and platforms of social media. This does not include multimedia messages that are intended to be private.

This includes but is not limited to:

- Multimedia and social networking sites such as, but not limited to Facebook, Twitter, Flickr, Tumblr, Reddit, Instagram, Snapchat and YouTube;
- Social networking sites with an emphasis on professional exchange of information and development of business, such as LinkedIn;
- Blogs, microblogs, wikis, message boards, comment sections, social bookmarking web sites, and other community-based sites or collaboration tools;
- Social commerce postings, product and/or experience reviews such as Amazon, Facebook groups, and Craigslist; and
- Other sites where information (images, video, sound, or other files) can be uploaded or posted; and
- Any new social media platforms that develop.

CITY SOCIAL MEDIA ACTIVITY

Social Media Administrators (SMA)

Considering it is difficult to know all the details on subjects that often cross multiple city departments, the City of Alpena will rely upon Social Media Administrators. SMAs are those that have been granted the authority to represent the City of Alpena or some subsequent department of the City on certain social media platforms. The City Manager will delegate social media administration roles to appropriate City employees as needed. Only authorized SMAs will post or represent the City of Alpena's information, views, or opinions on City social media platforms. Should an SMA receive a request for an interview with a member of the press, the City Manager will be notified in a timely manner.

A. Guidelines for SMA Posts/Activity

As an SMA of the City, employees are held accountable for how they speak about city products, services and/or operations on any social media platforms. When an employee is given the responsibility of representing the City of Alpena on social media pages, they must consider many things including, but not limited to:

- *Is this relevant for this audience?* It should be understood that an SMA will possess the background knowledge of what is typically expected to be found on the page or platform along with the ability to discern what is and what is not appropriate for the page or platform.
- *What are the pros and cons of posting this?* It is expected that an SMA knows both.
- *Is this post complete?* Make sure that all vital information is included.
- *Should I check with anybody before posting?* Quite often City departments work with different planned timelines. It is important to communicate any relevant information to assure that no City department is caught off guard by any social media activity before the posting.
- *Does this put the City of Alpena in the best light?* Anything posted should not communicate anything that could be perceived as disparaging towards any City departments, employees, or activities.
- *Is this politically neutral?* It is not appropriate to make comments that show a political opinion preference of one position over another in political questions. All City social media activity must be politics-free.
- *Is this confidential information?* If an SMA is unaware if information is confidential or not, they are expected to ask the City Manager before releasing any potentially confidential information.

EMPLOYEE PERSONAL SOCIAL MEDIA ACTIVITY

City employees will be held accountable for how they speak about City products, services and operations, whether in person, on the phone, in print or online. Employees must appreciate the fact that the community automatically elevates their social media activity to a position of knowledge and privilege whether it is deserved or not when it relates to City activities. This often results in any comment or post made (no matter how innocent the intentions are), to be taken out of context. The community often receives it as the truth and the official response by the City of Alpena. It is expected and allowed that City of Alpena employees will engage in personal activity on social media platforms on their own. However, all employees possess a responsibility to the City to not state, imply or reference wrongdoing, poor service or mistakes made by the City (or City employees) on social media (whether true or not).¹

It is understood that City employees will always represent the City of Alpena in a positive manner. In addition, an employee who poses or includes pictures of themselves on personal social media pages with any item that represents the City of Alpena including, but not limited to: City logos, uniforms, vehicles, or equipment should do so with caution.

An employee is subject to all appropriate discipline if this policy is violated. When discipline is issued, the intent of the social media activity will be considered. An employee is not responsible for unexpected or inappropriate responses from others to social media activity. However, that possibility or likelihood should be considered when posting.

COMMUNITY GUIDELINES FOR SOCIAL MEDIA PAGES

The City appreciates comments and interaction from residents and visitors alike. The City will be courteous and professional in our postings and ask that the community do the same. Reasonable and responsible dialogue for opposing views is encouraged. The City is not responsible for settling disagreements between users, nor will a comment be removed solely at the request of a user. All posts and comments shall be subject to review by a City SMA prior to being posted on any City-managed social media page.

The City reserves the right to not post and/ or delete or hide content or comments that:

- Contain a personal attack, insult, racial slur or any other derogatory term or defames any person or organization.
- Is off-topic and unrelated to the original post.
- Uses foul language or is sexually explicit, including "masked" profanity or promotes hate or discrimination of any kind.
- Is spam, including any advertising of commercial services or products encourages or promotes illegal activity or violates any local, state or federal law Contains private or personal information.

- Endorses or opposes any candidates, political parties, or a particular stance on a ballot measure or specific legislation.
- Is reported as abuse.
- Contains random or unintelligible text.

¹Therefore, any comments made by an employee that relates to the City shall clearly include a statement that the comment is the employee's opinion and is not made on behalf of the City and does not represent the opinion of the City.

- Compromises the safety or security of the public or public systems or violates a legal ownership interest of any other party.
- Contains images, videos or links to sites that do not conform to these guidelines or infringes or violates existing copyrights or trademarks.
- Contains viruses or computer code or contains an irrelevant, spam, or "dead" hyperlink.

Anyone commenting or joining the City's social media platform(s) must be an identified person or entity. Comments or joiners with hidden identities will be deleted.

Participants may be banned or blocked from the City's social media platform(s) after two (2) violations of the community guidelines.

B. Expectations

The City understands that social media is a 24/7 medium; however, our moderation capabilities are not. City staff may not see every inappropriate comment right away and must rely on the maturity of our community to ignore personal attacks and negative speech or respond politely. If a user posts a comment that requires a response, it will be answered within two business days between 8:30 a.m. and 4:30 p.m. A posted comment (which could be in the form of text, image, video or hyperlink) is the personal opinion of the original author, not of the City of Alpena, and publication of a comment does not imply endorsement or agreement by the City of Alpena.

C. Responsibilities

The City of Alpena is not responsible for any "related," "promoted" or "sponsored" ads that are accessible on any other social media platforms.

Additionally, in no way should it be construed that advertisements or community comments reflect the opinions or position of the City of Alpena government, its officials, officers, volunteers, or employees.

D. Privacy

The City of Alpena does not collect, maintain, or otherwise use personal information stored on any third-party site in any way other than to communicate with users on that site. Users may remove themselves at any time from the City's "friends" or "fan" lists. Users should be aware that third party websites have their own privacy policies and follow these policies accordingly.

To protect your own privacy and the privacy of others, please do not include personally- identifiable information, such as, but not limited to: Social Security numbers, utility account numbers, phone numbers or email addresses in the body of your comment or post. Please do not include personally identifiable information in your comment or post.

This comment policy may be revised at any time to ensure its continued use is consistent with its intended purpose as a limited forum.

Memorandum



To: Mayor Waligora and Municipal Council
From: Anna Soik, City Clerk/Treasurer/Finance Director AS
Date: June 28, 2023
Re: Policy No. 61, Canvass of Personal Property

Attached is a policy that the Assessor, Allan Berg, has requested you to consider for adoption.

Recommended motion: Adopt Council Policy Statement No. 61, Canvass of Personal Property.

Thank you kindly.

CITY OF ALPENA
COUNCIL POLICY STATEMENT

General Subject:	Canvass of Personal Property	Policy No.	<u>61</u>
		Date Issued	<u>July 3, 2023</u>
		Effective Date	<u>July 3, 2023</u>

Copies to: City Council, City Manager, City Attorney, Department Heads, Staff, File.

The basic goals of the yearly personal property canvas are:

- to identify new businesses and also check for businesses that may have closed;
- to update assessment rolls for errors and omissions so that future periods will reflect proper amounts;
- to ensure a personal property statement is mailed to each taxpayer or potential taxpayer;
- to aid property owners in understanding reporting and filing requirements;
- to help create equity in taxation by assuring that everyone pays their fair share.

The personal property roll for the local unit will be maintained in accordance with this policy. Any reference to the assessor shall be interpreted to mean any employee of the local unit or contractor/company performing assessing functions or any designee of such an employee.

Identification of Personal Property (Personal Property Canvass)

Routine Annual Property Inspections:

The Assessor performs annual inspections of at least 20% of properties in the local unit. During these inspections the assessor will identify any new taxable personal property and review existing personal property parcels associated with the real parcels visited.

Annual Personal Property Canvass:

During the month of December, either while the assessor is conducting final inspections of construction in progress or separately, they will physically canvas the local unit for taxable personal property.

Additional Personal Property Searches:

Additional efforts made by the assessor to identify personal property the assessor may include, but are not limited to, a review of the DBA records from the County Clerk's office for new or existing DBA business licenses and conducting an internet search via web maps to identify businesses without personal property assessments.

Personal Property Parcel Maintenance

Processing New Personal Property Parcels:

When a new personal property parcel is identified through routine property inspections, personal property canvass, notice from taxpayer, or any other means the following steps will be followed:

- 1) A parcel number will be assigned.
- 2) The business name, physical address, and mailing address will be entered on the parcel. If the mailing address is unknown, the physical address will be used.
- 3) The appropriate class and school district will be identified and assigned to the parcel.

When it is discovered that previously assessed or exempt personal property is no longer located in the local unit, the parcel will be retired in BS&A for the following assessment cycle.

Personal Property Forms

Personal Property Statements:

Annually on or before January 10th Personal Property Statements will be mailed in accordance with MCL 211.19.

City of Alpena Ordinance No. 23- 493

An ordinance to amend the City of Alpena Zoning Map.

City of Alpena, Alpena County, Michigan ordains:

SECTION 1: AMENDMENT TO THE CITY OF ALPENA ZONING MAP

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

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

SECTION 2: SEVERABILITY

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

SECTION 3: SAVING CLAUSE

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

SECTION 4: EFFECTIVE DATE

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



Matthew J. Waligora, Mayor

Anna Soik, Clerk/Treasurer/Finance Director

I, Anna Soik, Clerk/Treasurer/Finance Director for the City of Alpena, hereby certify that the foregoing is a true and correct copy of Ordinance No. 23-493 of the City of Alpena, adopted at a meeting of the Alpena City Council held on July 3, 2023.

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

First Reading: June 19, 2023

Adopted: July 3, 2023

Published: _____

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

**CONTRACT FOR ASSESSING SERVICES BETWEEN
City of Alpena City, Alpena County, Michigan
AND
BERG ASSESSING AND CONSULTING, INC.**

This contract is made effective , by and between the City of Alpena City (hereinafter referred to as "Municipality") and Berg Assessing & Consulting, Inc. (hereinafter referred to as "Berg" or "Company"), and sets forth the mutual agreement of the parties as follows:

1. **Term:** Municipality hereby contracts for and Berg hereby agrees to perform the assessing activities included in this contract for the following general term: annual, from July 1st through June 30th.
2. **Duties:** Berg will provide a Michigan Certified MCAO Assessor who has the qualifications to discharge the municipality's statutory assessing responsibilities, as well as all the additional activities included in this contract.
3. **Services to be provided:**
 - Locate and identify all taxable properties within the Municipality.
 - Inventory and quantify the characteristics of the property to determine taxability.
 - Determine true market value, perform appraisals, and calculate assessed value of property in the Municipality.
 - Respond to inquiries or requests for assessment information from the public and municipality citizens.
 - Oversee and maintain departmental files including property records/cards, physical data, legal descriptions, splits and combinations of parcels, ownership transfers, as required by the General Property Tax Act.
 - Gather and analyze data and perform assessment studies to determine true market value of Municipality properties. Input data into computer; update personal property records; provide that annual assessment notices are mailed to notify property owners regarding assessed values which will be managed by the Company.
 - Conduct periodic checking with home and business owners regarding changes made to residences and commercial buildings (ie. Building permits).
 - Work with inspectors regarding new construction in order to update property cards.
 - Maintain a minimum Michigan State Assessors Board Level 2 Certification, MCAO.
 - Interact with representatives from the Michigan Tax Commission and Tribunal, County Equalization Department, Municipality Board of Review, news media, realtors, attorneys, Municipality taxpayers and/or their representative(s), and other assessors, or others as necessary. File all

reports and forms required by County and State governments related to assessing.

- Municipality agrees that the software used by assessor is Municipal property and they further agree that the cost associated with assessing software is the liability of the Municipality. The Municipality will also maintain/pay any necessary support fees associated with the assessing software programs. A backup of the database can be made available upon request on a quarterly basis.
- If the municipality does not manage their own land division process during the life of this agreement, the processing and approval of Land Division Applications shall be maintained by Berg. In that instance, the Company will develop and use a Land Divisions Application to include a fee schedule and will bill the Municipality for the fees paid to the Municipality by the applicant (no additional cost to the Municipality). The company will send any amended application to the Municipality. The local unit will provide a copy of the 1997 tax roll or assume the cost of providing the 1997 tax roll.
- Compile sales information to develop market studies relevant to the application of market adjustments.
- The Company shall be available, by appointment only, to accommodate inquiries from the public. The meeting location will be the municipal building. The Company shall have 10 business days to schedule said appointment after a scheduled phone call to prepare for the meeting.
- Berg can provide written or electronic 'assessing reports' for the Municipality Board to review upon request.

4. **Compensation:** For all services rendered by Berg under this contract, Municipality hereby agrees to pay the following fee for the term of this contract. The compensation will be paid on a monthly basis and is due the 1st of the month for the current month and shall be received before the 28th of the month for the current month (not paid in arrears).

7/1/2023 to 6/30/2024: Annual Service fee of \$ 99,999.96, paid in monthly installments of \$ 8,333.33/month

7/1/2024 to 6/30/2025: Annual Service fee of \$126,000, paid in monthly installments of \$10,500/month

*future compensation adjustments will be communicated to the City by January 1st

4b. **Compensation Terms:** The compensation included in this contract is for regular and standard work performed under the General Property Tax Act (GPTA) during a typical assessing cycle/year. This compensation does not include work to bring the Municipality into compliance with STC standards of the GPTA. It is expected that the database is current and accurate and that prior assessment administration officials

performed their duties correctly under the GPTA and STC standards. This subsection would apply to municipalities that we have worked with for less than three years.

5. **Travel Expenses:** This contract includes travel expenses during the normal and expected workload as previously encountered. Normal workload includes routine permit inspections, any contract agreement, and regularly scheduled meetings. Special meetings or projects may result in billable travel expenses. Any irregular travel requests by Municipality should be discussed prior to the request if it is regular or irregular.

6. **Tax Tribunal Appeals:** The Municipality agrees to provide legal services for full Tribunal cases. The Company will support small claim Tribunal cases and invoice a per case fee as indicated in the addendum. The Municipality understands and consents that the Company has the right to stipulate to settle any pending Tribunal case with authorization of the City Manager or other specifically designated official. As time is of the essence, the Company will proceed with their recommendation to the taxpayer after 3 days of reporting said recommendation to designated official. The City Manager can also allow the Company to answer and negotiate a settlement of full Tribunal cases in-lieu of any attorney for the fee prescribed in our addendum. However, if the case proceeds to a full trial, the Municipality understands legal counsel will inevitably be required. The Company will invoice for this service.

7. **Additional Workload:** The Municipality recognizes that laws/administrative rules may change and may impose additional special projects/workload to comply. Such items would require additional negotiated compensation. Charges may apply at a billing rate of \$75/hour for work outside the General Property Tax Act (GPTA) or assigned duties outside of the State Tax Commission/GPTA responsibilities.

8. **Communication and Customer Support:** The Municipality recognizes that the workload varies from time to time depending on the season/time of year. The primary method of contact to the Company will be via telephone at its main office number, 989-734-3555. The Company strives to respond to inquiries within 3 business days. The Company reserves the right to terminate verbal communication when a taxpayer becomes unprofessional and dialog via email or in writing. Further, the Company reserves the right to limit communications when the requests are outside of our policies. Any issues will be reported to the Municipality City Manager.

9. **Document Delivery:** The Company receives correspondence via email, fax, and USPS mail. In person deliveries are not accepted unless coordinated by Berg through the Municipality location. Any documents submitted to the Municipality or their representatives must be date stamped, envelope copied, and digitally transmitted to the Company office within 3 business days. The Company's office address for correspondence is PO Box 25, Rogers City, Mi 49779. The Company is held to a standard by the state of Michigan, however, this information is the Municipality's responsibility to get to our office in a timely manner.

10. **Building and Zoning Permits:** Berg is responsible for updating property tax records to reflect new construction. This is based on permits which we must have to complete this contract and the laws of the state. The Township, City, or County must forward building permits and zoning permits to our office on a monthly basis. Regardless of which entity issues the permits, it is the Municipality's responsibility to ensure our office is receiving the notifications in a timely and routine manner. Our office is held to a standard by the state of Michigan, however, this information is the Municipality's responsibility to get to our office in a timely manner.

11. **Recorded Documents/Deeds:** Berg is responsible for updating property tax records to reflect ownership changes through recorded documents/deeds. These deeds are required and the Municipality agrees that any fees incurred from the County Register's office will be passed along to the Municipality. The Company is held to a standard by the state of Michigan, however, this information is the Municipality's responsibility to get to Berg in a timely manner.

12. **Board of Review:** As of April 2020, we are aware of changes to the Board of Review process under Assessing Reform. The Board of Review process is independent of the assessor. The Municipality recognizes the need to have qualified and trained Board of Review members to carry out their tasks, understand the paperwork needed, and complete the duties to the best of their ability. It will be the Company's responsibility to provide support to the Board of Review and answer any questions they have, but Berg's support shall not necessarily mean in-person attendance for all hours of session. Berg will work with the Board to ensure we are available to help them complete their tasks. Board of Review meetings are scheduled by the Company (not the municipality). Board of Review members are expected to reserve the statutory time frames allotted and attend at the time scheduled. The Municipality agrees and acknowledges that the location of the Board of Review meeting may be held outside of the local unit, but inside the local County unless permission is obtained otherwise. If the Municipality does not agree to the terms in this section, they are waiving any support during the scheduled meetings by the Company. Any such disagreement with any terms in this section, should be promptly brought to the attention of the Company.

13. **Document Requests:** We are in need of documents from the Municipality and their officials/employees. Some typical document requests would be Board of Review minutes, L-4029 millage rate forms, resolutions, minutes, policies, and or other similar documents. In the event of duplicate requests to obtain the requested document, this may result in billable time.

14. **Assessing Budget:** Berg recommends that the Municipality establish a miscellaneous budget for the assessor outside of regular/routine charges. This budget can be used by the Company for irregular and unexpected costs. The recommended line amount for this should be 10% of the assessing service contract. This can be used to cover Apex upgrades, special map printing, or other special one-time projects. The

Company will request approval from the City Manager prior to authorizing such expenses.

15. **Office Hours:** Our office is in general operation Monday – Friday from 9am until 4pm, excluding any regular holidays. The company reserves the right to close the office periodically due to unforeseen circumstances. Any prolonged closures (beyond 2 days) will be communicated to the Municipality. While we are working and usually available during these hours, it does not mean that we are contractually obligated to be answering calls immediately during these hours. It is understood that calling our office may result in a voicemail service.

16. **Legal Advice:** We are not allowed to give anything that might be considered legal advice. Our office does receive a large number of questions that get into legal advice. There is a difference between pointing customers to the written laws and applying them or interpreting them. We can read the law, submit the law, copy/paste/send them the laws, but we are not allowed to provide legal advice by interpreting the written laws other than the existing guidance already published.

17. **Insurances:** Berg, as an independent private contractor, does hereby, waive Municipality of any and all responsibility to provide public liability, workers compensation, unemployment, or health insurance benefits. Berg shall provide Municipality with a copy of its errors and omissions liability coverage upon request.

18. **Representative of Municipality:** Berg, as a representative of the Municipality, shall conduct itself in a professional manner when presenting its services to both the staff of the Municipality and its property owners.

19. **Non-exclusive contract:** It is agreed that this is a non-exclusive contract and Berg may perform assessing or appraisal activities outside of Municipality. Such activities shall not interfere with the fulfillment of this contract.

20. **Governing Law:** In view of the fact that Municipality is within the State of Michigan, it is understood and agreed that the construction and interpretation of this contract shall, at all times and in all respects, be governed by the laws of the State of Michigan.

21. **Entire Agreement:** This contract contains the entire agreement and understanding by and between Municipality and Berg, and no representations, promises, contracts or understandings, written or oral, not contained herein shall be of any force or effect. No change or modification of this contract shall be valid or binding unless it is in writing and signed by both parties. No waiver of any provision of this contract shall be valid unless it is in writing and signed by both parties. No valid waiver of any provision of this contract at any time shall be deemed a waiver of any other provision of this contract at such time or any other time.

22. **Prohibition Against Assignment:** Berg agrees on its behalf, executors, administrators, heirs, legatees, distributes and any other party or parties claiming any benefit under them by virtue of this contract, that this contract and the rights, interests, and benefits hereunder shall not be assigned, transferred or pledged in any way.

23. **Severability of Invalid Provision:** The provisions of this contract shall be deemed severable. The invalidity or unenforceability of any one or more of the provisions of this contract shall not affect the validity and enforceability of other provisions. This contract shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

24. **Termination of Contract:** Municipality & Berg can terminate said contract without cause and by written notice no less than 120 days prior to: July 1st on an annual basis. Any cancellation without cause outside of the annual timeframe will require full payment through the end date of this agreement.

In the event that Municipality or Berg shall not be in substantial compliance with the terms of this contract, the non-breaching party shall give the breaching party written notice of said breach and 45 days from the date of receipt of the notice to cure the breach. If the breaching party fails to cure the breach within said 45-day period, the non-breaching party may terminate this contract immediately with cause. In addition, Berg may terminate this contract if Berg is unable to perform the obligations contained herein as a result of an accident, illness, or other unexpected trauma that prevents Berg from performing such obligations; in which case, Berg shall promptly notify Municipality of such an event and use its best efforts to assist Municipality with securing a replacement assessor.

25. **Legal Description/Tax Descriptions:** Our office is frequently contacted by various agencies to correct tax descriptions. We have developed a form and process for these requests to be initiated. It is incumbent on the requesting entity to prove and provide all necessary information in a clear and concise manner that will allow us to facilitate the change. Many times, these requests are made to our office in an urgent manner. However, there are no specific laws that require us to have our tax description match the legal description on the deeds/chain of title. Our descriptions need to be accurate enough to describe the property for taxation purposes. This process could take 30-90 days to review and complete and are subject for our review as time permits provided all necessary documentation has been provided by the requestor.

26. **Inspection Programs:** We recommend a property inspection program of 20% annually. If it is a full measure of all improvements (reappraisal) or a quick review of the existing record cards (reinspection) will depend on the accuracy of your existing records. For new municipalities, we recommend allowing us 12-24 months to test your records and review the accuracy before recommending an inspection program. Units that have had a 100% reappraisal/full measure of all improvements in the last 5 years should be eligible for the reinspection program.

The local unit has selected the following inspection program: **Option A for Comm-Ind, Option C for Residential**

Any of the below options the Company would target 20% of the parcels, per classification, per year. The inspection cycle and entire program can be from 12-18 months. It is not a guarantee that 20% of the parcels would be accomplished in a given year (or temporarily suspended) and the Company reserves the right due to weather or staffing to adjust the rate of completion. This is a program targeting a goal, on average, of 20% per year and per class to provide a mechanism for creating and maintaining an accurate property record card system.

Option A:

Full Remeasure of all Improvements:

Cost: \$60.00/parcel for residential; \$80.00/parcel for agricultural; and \$100.00/parcel for commercial or industrial. This program excludes very large and complex properties, generally, large industrial. The local unit will also subscribe to PivotPoint (prior cost was 0.35/parcel and 0.10 one-time setup fee, minimum cost of \$750/year)

Cancellation Fee: None, if between January 1 and March 1st, otherwise;

\$5.00/parcel, total real parcel count

Scope of Services: The scope of this program is to remeasure all buildings, structures, and land improvements. This would include full Apex sketching of the improvements and entry of all details into the BS&A Assessment database.

Restrictions: this program is staff intensive and requires additional planning and coordination between the municipality and the Company prior to selection.

Option B:

Recheck of Improvements:

Cost: \$30.00/parcel for residential; \$40.00/parcel for agricultural; and \$50.00/parcel for commercial or industrial. The local unit will also subscribe to PivotPoint (prior cost was 0.35/parcel and 0.10 one-time setup fee, minimum cost of \$750/year)

Cancellation Fee: \$10.00/parcel, total real parcel count

Restrictions: This program is only available if you have had a full remeasure of your property or you have had a regular inspection program in place at 20% per year for over 5 years. In addition, a review of the records would be required.

Scope of Service: This service is a reduction of a full remeasure and is intended to check for changes from the last inspection. This may be accomplished by a

review of aerial imagery, a review of Apex sketches, a letter confirmation by mail, and/or an on-site property inspection. This service will include an updated photo from the on-site property inspection.

Option C:

On-site Photo and Desk Review

Cost: \$15.00/parcel for residential; \$20.00/parcel for agricultural; and \$25.00/parcel for commercial or industrial. The local unit will also subscribe to PivotPoint (prior cost was 0.35/parcel and 0.10 one-time setup fee, minimum cost of \$750/year)

Cancellation Fee: None, if between January 1 and March 1st, otherwise;

\$5.00/parcel, total real parcel count

Scope of Service: This service includes a desk review of public aerial images, if available, and an on-site road-side photo.

Option D:

Desk Review Only

Cost: \$10.00/parcel for residential; \$15.00/parcel for agricultural; and \$20.00/parcel for commercial or industrial.

Cancellation Fee: None

Scope of Service: This will include a desk only review along with a review of public aerial images, if available. It will not include any on-site services. This scope of services does not meet the State Tax Commission recommendations for property inspections.

Option E:

No review of property records

Cost: \$0.00/parcel

Cancellation Fee: None

Scope of Service: None

Notice & Advisement: This is not allowed by State Tax Commission policy.

Inspection Program Cancellation Fee: To provide services and options of inspection services, the Company may incur expenses and overhead that may take more than one year to recover. The cancellation fee is listed under each option. The cancellation fee may be incurred at any point of the contract cancellation for any reason unless past the following 'no cost date': 12/31/2026

Inspection Program Cancellation Policy: This agreement has a term of 12-18 months of completion. It is an annual program with work commencing as early as March 1st of a given year and completion before July 1st of the subsequent year. As such, the cancellation or changing of the options must be received between January 1st and March 1st. If received during this period, the work will be paid out, in full by the municipality, that has commenced. The Company will attempt to complete the work or turn over what is completed. If still retained as the Assessor, the work will be completed prior to July 1st. If the change of this agreement is due to a change in the assessing

agreement, the municipality may forfeit some or all of the work product. The Company will do its best to cooperate with the municipality on a reasonable transition.

27. **Tax Bill Calculation Process:** The municipality understands that the tax bill calculation, preparation, print, mailing, and servicing is the responsibility of the local Treasurer. The Treasurer is responsible for all data and settings in the BS&A Tax Program. The municipality can contract with our company to provide such services at an additional cost. In no case is our office responsible for reprinting tax bills or assisting taxpayers with the current payment status of tax bills or the current amount of tax bills. It is also the local Clerk's responsibility for the millage calculation, the L-4029 calculation, millage reduction fraction, and to remit copies of all millage related information to our office in a timely manner, however, reasonable support including assistance with calculations is available by request.

28. **Insurance:** The Company will carry applicable insurance relative to any service that the Company performs for the Township, with limits of liability not less than \$1,000,000 per occurrence, with an aggregate limit of liability not less than \$2,000,000, during the entire term of this contract. It is further agreed and understood that the Company will name the Township as an additional insured. In addition, the Company will carry automobile liability insurance with limits of liability not less than \$1,000,000 per occurrence. In addition, where applicable, the Company will comply with the State of Michigan Worker's Compensation Act.

29. **Hold Harmless Agreement:** The Company shall indemnify and hold harmless the Municipality and the Municipality's board of trustees, employees, agents, and underwriters from any damages, claims, liabilities, and costs, including reasonable attorney's fees, and losses of any kind or mature whatsoever ("Loss"), which may in any way arise from the services performed by the Company hereunder, the work of employees or agents of the Company while performing the services of the Company hereunder, or any breach or alleged breach by the Company of this contract, including but not limited to the warranties set forth herein. The Municipality shall retain control over the defense of, and any resolution or settlement relating to, such loss. The Company will cooperate with the Municipality and provide reasonable assistance in defending any such Loss and any claims.

IN TESTIMONY WHEREOF, the parties hereto have executed this instrument in duplicate originals upon this _____ day of _____, 20_____.

Or DocuSign Date:

By Berg:

By Municipality:

Allan J. Berg, President
Berg Assessing and Consulting, Inc

Municipality City Mayor

Municipality Clerk

Date

Attachment: Recoverable Costs (attached)

Recoverable Cost Addendum

Potential office costs of Berg Assessing and Consulting. The below list is an estimate and may increase during the term of this contract due to the rising cost of postage, ink, paper, and office equipment:

Service Charge Rates	
Assessment Printing Single	\$0.25
PDF Copies	\$0.05
Move Update	\$0.25
GROUP-Address Sheet	\$0.15
GROUP-Printing	\$0.12
GROUP-Envelopes	\$0.30
GROUP-Hand Insert	\$1.00
Record Card Printing	\$0.07
General Printing	\$0.07
Sketches	\$0.07
Scanned Document	\$0.20
Assessment Roll Printing - GENERAL	\$0.03
Picture Printing	\$0.35
Back Side Printing, Upcharge, per page	\$0.10
Colored Paper, Upcharge, per page	\$0.10
Personal Property STATEMENT	\$1.25
Personal Property, Exemption Notice	\$1.00
Postage-by the Roll	Current USPS Price
Land Value/Sales Maps	\$75.00
Reinspection Letters	\$1.00
Veterans Letters	\$1.00
Poverty-Hardship Letters	\$1.00
Small Claims Tribunal Cases answer-hearing	\$75.00
Full Tribunal Answer and Negotiate to Settlement	\$400.00
Repeated Document Request Fee	\$50.00
Land Division Processing 1 st Division	\$150.00 (statutory 45 day)
Land Division Processing Extra Divisions	\$50.00 (statutory 45 day)
Land Division Incomplete Application Fee	\$50.00
Special Act/Special Inspections	\$150.00

*these charges are subject to change based on inflationary cost of labor, postage, and supplies, but may not increase by more than 10% on an annual basis.