

There will be a brief Election Commission Meeting in the Committee Room at 5:50 p.m.

ALPENA CITY COUNCIL MEETING

July 05, 2022 – 6:00 p.m.

AGENDA

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

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

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

Access Code: 667-050-061

1. Call to Order.
2. Pledge of Allegiance.
3. Approval and Modification of the Agenda.
4. Approve Minutes – Regular Session of June 20, 2022.
5. Citizens Appearing Before Council on Agenda and Non-Agenda Items (Citizens Shall be Allowed a Maximum of Five (5) Minutes Each to Address Their Concerns. This is the Only Time During a Council Meeting that Citizens are Allowed to Address the Council).
6. Public Hearing.
7. Consent Agenda.
 - A. Bills to be Allowed, in the Amount of \$697,158.92.
 - B. Council Appointment of Ricky Konecke to the Harbor Advisory Board for a Three-Year Term Expiring July 5, 2025.
 - C. Local Government Approval for Off-Premises Tasting Room License for Presque Isle Farm Cider to be Located at 205 W. Chisholm Street.
 - D. Approval of a Noise Ordinance Variance Request for Joe's Bar, Located at 1300 Ford Avenue, for Saturday, July 16, 2022, and Saturday, August 6, 2022, from 10 p.m. to 12 a.m.
8. Presentations.
 - A. Target Alpena Report – Michael Mahler, Director of Economic Development.
 - B. Culligan Plaza Renovation – Stephen Schultz, City Engineer.
9. Announcements.
10. Mayoral Proclamation.
11. Report of Officers.

Second Reading of Ordinance 22-479 Which Amends the City of Alpena Zoning Map – Bill Pfeifer, City Attorney.

12. Communications and Petitions.
13. Unfinished Business.
14. New Business.
 - A. Waterways Grant Agreement and Resolution – Shannon Smolinski, Harbormaster.
 - B. Resolution Authorizing Social District Permit Applications – Anne Gentry, Executive Director of the Downtown Development Authority.
15. Adjourn to Closed Session to Discuss Pending or Threatened Litigation Regarding Alpena Biorefinery, Cheboygan Cement and Glawe, Inc. v City of Alpena and Rachee Lodging v City of Alpena Tax Tribunal Appeal.



Rachel Smolinski
City Manager

COUNCIL PROCEEDINGS

June 20, 2022

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

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

Absent: None.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

APPROVAL OF THE AGENDA

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

Motion carried 5-0.

MODIFICATION OF THE AGENDA

Moved by Mayor Pro Tem Johnson, seconded by Councilmember Nowak, to add an update of the Decorative Panels International fire situation, to the agenda under Communications and Petitions.

Motion carried 5-0.

MINUTES

The minutes of the regular and closed sessions of June 06, 2022, were approved as printed.

CONSENT AGENDA

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

the following Consent Agenda items be approved:

- A. Bills to be allowed, in the amount of \$415,919.12.
- B. Service agreement with Huron Humane Society.
- C. Service agreement with Target Alpena Development Corporation.
- D. Service agreement with the Thunder Bay Arts Council.
- E. Budget amendment request for the Fire/EMS Department of an increase in expenditure of \$28,000.
- F. Budget amendment request for the Parks Department of an increase in expenditure of \$73,881.
- G. Purchase agreement extension with WSSA LLC.
- H. Cleaning contract extension.
- I. Performance Locker agreement renewal.

Motion carried 5-0.

PROCLAMATION

Mayor Waligora proclaimed June 20-26, 2022, as Amateur Radio Week in the City of Alpena.

ORDINANCE 22-477

Moved by Mayor Pro Tem Johnson, seconded by Councilmember Mitchell, to adopt Ordinance 22-477 which amends Chapter 94, Article I – in General, Section 94-2, Parking Violations Bureau.

Motion carried 5-0.

ORDINANCE 22-478

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

adopt Ordinance 22-478 which amends Chapter 12, Blight, Article I. in General by the addition of Section 12-8.

Motion carried 5-0.

ORDINANCE 22-479

Attorney Pfeifer delivered the first reading of Ordinance 22-479 which amends the City of Alpena Zoning Map.

UPDATE OF DPI FIRE

When firefighters arrived at Decorative Panels International on Friday, June 17, 2022, there was fire on three floors of the cooker tower, on the conveyor and plant roof, and in six of the material piles. Weather changes were monitored throughout the weekend and the effects it had on the fire. Heavy rains earlier in the day today helped to extinguish the fire with only minor smoldering remaining in the wood piles, but that should be extinguished in the next day or so. There was a haze of smoke in the air on Sunday, but it was determined that while it was an inconvenience it was also not a danger.

WATER PRODUCTION PLANT FLUORIDATION

City Engineer Shultz gave an update of research of minutes related to fluoridation. On October 22, 1951, the Executive Council of Unions presented a letter urging the treatment of City water with fluoride. The letter was received and filed. On March 29, 1954, the City Health Officer presented a report in support of adding fluoride to the drinking water. The report was received and filed. In a 1958 comprehensive report of the City's water and sewer systems, EGLE reported that the City has been fluoridating the water since 1958. No other records were found which referenced the

beginning of the fluoridation process. A pallet of fluoride was recently received which is expected to last to about late fall or early winter.

ECHO PROGRAM

Moved by Councilmember Nowak, seconded by Mayor Pro Tem Johnson, to approve the interlocal agreement addendum for advanced life support with Green, Maple Ridge, Wilson, and Long Rapids Townships.

Motion carried 5-0.

DOWNTOWN ALPENA ALLEYWAY PROJECT

Moved by Mayor Pro Tem Johnson, seconded by Councilmember Walchak, to approve a closure of the alleyway, as described, from July 1, 2022 through November 1, 2022, and to place cement barriers in between the rows of parking spaces and alleyways as they were placed last year.

Motion carried 5-0.

ADJOURN

On motion of Councilmember Nowak, seconded by Mayor Pro Tem Johnson, the Municipal Council adjourned at 7:06 p.m.

Matthew Waligora
Mayor

ATTEST:

Anna Soik
City Clerk

INVOICE REGISTER

Page: 1/1

EXP CHECK RUN DATES 06/30/2022 - 07/06/2022

UNJOURNALIZED

OPEN - CHECK TYPE: PAPER CHECK

VENDOR	INVOICE #	DESCRIPTION	AMOUNT
1010 TECHNOLOGY CENTER INC	5791	SWITCH/CABLE - IT	1,350.00
ALPENA POWER COMPANY	063022	ELECTRIC	10,200.13
BERG ASSESSING & CONSULTING INC	22-0000612	ASSESSING CONTRACTED SVCS 07/22	7,083.00
CITY OF ALPENA	214-002 06/22	SEW/WATER - THOMSON PK	40.00
CITY OF ALPENA	1016-001 06/22	SEW/WATER - MARINA S	140.11
CITY OF ALPENA	1016-002 06/22	SEW/WATER - MARINA N	40.00
CITY OF ALPENA	1017-001 06/22	SEW/WATER - MARINA N	8,763.85
CITY OF ALPENA	1018-001 06/22	SEW/WATER - BOAT HARBOR	132.70
CITY OF ALPENA	1019-001 06/22	SEW/WATER - HARBOR DR	36.66
CITY OF ALPENA	1020-001 06/22	SEW/WATER - FISH CLN STN	2,066.06
CITY OF ALPENA	1021-001 06/22	SEW/WATER - BH RESTROOMS	267.82
CITY OF ALPENA	1027-001 06/22	SEW/WATER - FLOATING DOCKS	1,652.05
CITY OF ALPENA	1028-001 06/22	SEW/WATER - BANDSHELL	76.66
CITY OF ALPENA	4211-002 06/22	SEW/WATER - CITY HALL	491.49
CITY OF ALPENA	4212-001 06/22	SEW/WATER - SEWER PLANT	3,529.94
CITY OF ALPENA	8111-002 06/22	SEW/WATER - STARLITE PROM	5,149.35
CITY OF ALPENA	9364-001 06/22	SEW/WATER - BANDSHELL IRR	40.00
ERIC HAMP	062122	TRAVEL EXPENSE - POLICE	612.15
EVERETT GOODRICH TRUCKING	33632	MAINT - LOC ST	9,695.90
GRAND TRAVERSE	57716	SUPPLIES - FIRE/EMS	1,622.72
JCI JONES CHEMICALS INC	889423	SODIUM HYPOCHLORITE - SEWER	8,033.51
MERIDIAN CONTRACTING SERVICES LLC	2379	BLDG MAINT - FIRE/EMS	2,952.00
MICHIGAN ASSOCIATION OF PLANNING	1097 07/22	2022-23 MEMBERSHIP DUES	675.00
MICHIGAN MUNICIPAL LEAGUE	070122	2022-23 MEMBERSHIP DUES	6,700.00
PARK FAMILY FOUNDATION	063022	22-23 CONTRIBUTION	20,000.00

Total: 91,351.10

CHECKS RAN ON 6/24/22 (BREAKDOWN OF INVOICES PAID ON NEXT PAGES) 22,610.93

FISCAL YEAR-END RUN ON 6/29/22 (BREAKDOWN OF INVOICES ON NEXT PAGES) 583,196.89

TOTAL FOR 7/5/22 COUNCIL MEETING 697,158.92

INVOICE REGISTER

Page: 1/2

EXP CHECK RUN DATES 06/29/2022 - 06/29/2022

UNJOURNALIZED

OPEN - CHECK TYPE: PAPER CHECK

VENDOR	INVOICE #	DESCRIPTION	AMOUNT
AIRGAS USA LLC	9126384390	SUPPLIES - EMS DISP	44.45
AIRGAS USA LLC	9988688791	SUPPLIES - EMS DISP	19.17
AIRGAS USA LLC	9126824936	VEH MAINT - EQ	262.41
ALPENA STREET PERFORMERS	117	STREET PERFORMERS - DDA	500.00
AMAZON CAPITAL SERVICES INC	1DYG-1N67-LVM7	SUPPLIES - PUBLIC WORKS	190.00
AMAZON CAPITAL SERVICES INC	1DKC-XDRJ-3NNC	UNIFORMS - FIRE/EMS	94.99
AMAZON CAPITAL SERVICES INC	13CF-YW96-WT9R	SUPPLIES - IT	214.85
AMAZON CAPITAL SERVICES INC	16CW-JDKW-NLJN	SUPPLIES - PUBLIC WORKS	36.00
AMAZON CAPITAL SERVICES INC	1M9M-6KMV-T4TD	SUPPLIES - MARINA	134.39
AMAZON CAPITAL SERVICES INC	16NK-Y4GT--4JF9	SUPPLIES - MARINA	39.49
AMAZON CAPITAL SERVICES INC	1DR3-YN9H-PWP4	SUPPLIES - MARINA	16.98
AMAZON CAPITAL SERVICES INC	1K37-TG6P-3RYL	SUPPLIES - CITY HALL	51.06
AMAZON CAPITAL SERVICES INC	11R4-PM36-G7TP	WIRELESS ACCESS POINT - IT	1,495.00
AMAZON CAPITAL SERVICES INC	19DW-14L4-4J74	SUPPLIES - MARINA	1,477.36
AMAZON CAPITAL SERVICES INC	1YXD-C3K3-1WRV	SUPPLIES - IT	75.45
AMAZON CAPITAL SERVICES INC	1LLJ-YHKM-3MVK	SUPPLIES - FIRE/EMS	38.07
AMAZON CAPITAL SERVICES INC	1G7L-GLRG-TFQ6	SUPPLIES - MARINA	162.90
AMAZON CAPITAL SERVICES INC	11P6-LQYV-YCQ9	SUPPLIES - BLDG	57.65
BLARNEY CASTLE OIL COMPANY	1449747-IN	RECREATIONAL FUEL PURCHASE - MARINA	11,926.64
BRANDI MANNING	060122	SAFETY SHOE ALLOW - ENGR	174.89
CAIN MAKOWSKI	062822	MEDIC TEST REIMB - EMS	152.00
CHARTER COMMUNICATIONS	0161607062122	FAX LINE - PUBLIC SAFETY	39.99
CHARTER TOWNSHIP OF ALPENA	061622	REIMB GARAGE NATURAL GAS - FIRE/EMS	26.78
CITY OF ALPENA	4636-001 06/22	SEW/WATER - DDA IRR	44.01
CITY OF ALPENA	10344-001 06/22	SEW/WATER - DDA	50.38
CITY TREASURER	062922	PETTY CASH - CITY HALL	361.68
CONNOR SAUVE	060722	SAFETY SHOE ALLOW - PW	100.00
CONTROL SOLUTIONS INC	17726	HVAC SYSTEM TESTING/BALANCING - PSF	1,573.75
CONTROL SOLUTIONS INC	2580CW	MAINT - PUBLIC SAFETY BLDG	115.00
DECLAN HIGGINS	061222	SAFETY SHOE ALLOW - CEM	85.69
DOUGLAS ROZNOWSKI	061322	WORK APPAREL ALLOW - EQUIP	74.42
EAGLE SUPPLY CO	122434	SUPPLIES - CITY HALL	72.40
EAGLE SUPPLY CO	122495	SUPPLIES - PARKS	124.80
ELECTION SOURCE	22-2720	SUPPLIES - ELECTION	375.03
FRONTIER	7354 06/22	TELEPHONE - MARINA	107.10
GILMET CONSTRUCTION SERVICES	062922	BUILDING/ZONING/CODE/PLANNING SVCS 06	2,500.00
GREG NOWAK	061322	WORK APPAREL ALLOW - PW	10.59
HALLS SERV-ALL	22568	RENTAL FEE - PARKS	993.00
HURON VALLEY GUNS	214141	UNIFORMS - FIRE/EMS	1,120.33
INK AND TONER ALTERNATIVE	22-1846	SUPPLIES - IT	175.99
ISACKSON & WALLACE PC	060722	FILING/MAILING FEES - CITY ATTY	215.23
JEFF FINKBEINER	A00087081	EMS ONLINE MEMBERSHIP	698.00
JOEL W JETT	062922	PETTY CASH - PUBLIC SAFETY	857.63
JUSTIN OKRUSZYNSKI	060821	PMT/J OKRUSZYNSKI/SUEZ	129.78
KELLY WATSON	061322	SAFETY SHOE ALLOW - MARINA	209.87
KERR PUMP & SUPPLY	214416	MAINT - SEWER	522.65
KNR CONTROL	GAYLORD 100	COURSE REGISTRATION - POLICE	350.00
LARRY SANDERSON	960437	BIKE RACK DISTRIBUTION - DDA	136.00
LIQUID CALCIUM CHLORIDE INC	062265	STORES - CALCIUM CHLORIDE	6,081.43
LIQUID CALCIUM CHLORIDE INC	062272	STORES - CALCIUM CHLORIDE	2,615.26
MACARTHUR CONSTRUCTION INC	L/O 2020-09	SEWER/WATER MAINS - LAFOREST/OLIVER	186,770.58
MACARTHUR CONSTRUCTION INC	L/O 2020-09A	SEWER/WATER MAINS - LAFOREST/OLIVER	105,908.07
METROPOLITAN AIR COMPRESSOR CO INC	233834	COMPRESSOR INST - WTP	1,781.25
METROPOLITAN AIR COMPRESSOR CO INC	233348	COMPRESSED AIR DRYER - WTP	1,940.39
MHR BILLING SERVICES	4171	BILLING 05/22 - EMS	6,700.19
MICHIGAN PIPE & VALVE	T020596	VEH MAINT - EQ	2,343.50
MICHIGAN STATE POLICE	551-601118	SOR REGISTRATION - POLICE	150.00
MML WORKERS COMP FUND	6678206	WORKERS COMP PREMIUM - DDA	997.00
MONTIEL BIRMINGHAM	062222	MILEAGE 06/22	42.53
MY MICHIGAN HEALTH	051722	MFR TRAINING - EMS	60.00
MY MICHIGAN HEALTH	602	SUPPLIES - EMS DISP	690.00
NEMCOG	06-608-220617	MARINA MASTER PLAN	7,981.46
NYE UNIFORM COMPANY	818336	UNIFORMS - POLICE	229.99
NYE UNIFORM COMPANY	812743	UNIFORMS - FIRE/EMS	345.99
NYE UNIFORM COMPANY	814225	UNIFORMS - FIRE/EMS	167.00
OFFICE DEPOT	22341347	SUPPLIES - PUBLIC SAFETY	294.16
PITNEY BOWES INC	1020878175	POSTAGE METER RENT 04-06/22	176.97
POWER LINE SUPPLY CO	56666490	TRUCK TESTING - EQ	1,162.50
PROPANE PLUS INC	123616	PROPANE - CEMETERY	744.23
R A TOWNSEND CO	S1681136.001	MAINT - MARINA	90.29
RADARSIGN LLC	14479	RADAR SIGNS - POLICE	20,839.20
RESERVE ACCOUNT-PITNEY BOWES	062822	POSTAGE - MAIL MACHINE	1,000.00

INVOICE REGISTER

Page: 2/2

EXP CHECK RUN DATES 06/29/2022 - 06/29/2022

UNJOURNALIZED

OPEN - CHECK TYPE: PAPER CHECK

VENDOR	INVOICE #	DESCRIPTION	AMOUNT
ROBERT ROZNOWSKI	062322	FUEL PURCHASE - EQUIP	400.42
SERVICEMASTER HOME & OFFICE	77001	VEH MAINT - POLICE	50.00
SEVAN K INC	313 05/22	VEH MAINT - POLICE	101.25
SHANE ADAMSKI	052022	WORK APPAREL ALLOW - PW	350.00
SHIRA RAMER	062222	CEMETERY LOT REFUND	1,206.00
SIRCHIE FINGERPRINT LABORATORIES	0547862-IN	SUPPLIES - POLICE	63.00
SOLUCIENT SECURITY SYSTEMS	509379	MAINT - PUBLIC WORKS	107.25
SPARTAN DISTRIBUTORS INC	11855458	VEH MAINT - EQ	30.32
SPARTAN DISTRIBUTORS INC	11856200	VEH MAINT - EQ	2,153.92
SPARTAN DISTRIBUTORS INC	11856350	VEH MAINT - EQ	3,813.42
STERICYCLE INC	8001790608	SHRED CONTAINER RENT/SVC 05/22	88.96
STEVEN HALL	062822	MILEAGE 06/22	75.47
STRALEY LAMP & KRAENZLEIN PC	36132	MONTHLY FEE 05/22	3,280.00
TEMPEST ENTERPRISES LLC	7679	LIFT STATION ALARMS	2,640.69
THE ALPENA NEWS	050091	PUBLISHING/ADVERTISING	826.64
THE ALPENA NEWS	0102ALP2010 07/22	SUBSCRIPTION - DDA	252.20
THE SHERWIN WILLIAMS CO	3991-5	MAINT - MARINA	166.85
THUNDER BAY ELECTRIC INC	231148	BRIDGE MAINT - MAJ ST	3,450.26
THUNDER BAY ELECTRIC INC	231201	MAINT - CEM/PKS	539.51
THUNDER BAY ELECTRIC INC	231223	MAINT - MARINA	1,629.09
THUNDER BAY ELECTRIC INC	231282	MAINT - STARLITE	948.38
THUNDER BAY ELECTRIC INC	231283	MARINA FIBER - IT	3,585.00
THUNDER BAY TITLE	108923	TITLE SEARCH - N & R ENTERPRISES	1,808.75
TRI-TOWNSHIP AMBULANCE SERVICE	EMT 2023	CADET/AUXILIARY EMT COURSE	2,700.00
VECTOR TECH GROUP	183336	SUPPLIES - MARINA	825.00
VECTOR TECH GROUP	183338	WIRELESS ACCESS POINT - IT	1,495.00
VECTOR TECH GROUP	183633	MAINT - IT	654.00
VEOLIA WATER CONTRACT OPERATIONS	202245990	CONT OPERATIONS 06/22	130,101.45
VEOLIA WATER CONTRACT OPERATIONS	202246084-086 103	CONT OPERATIONS 06/22	38,779.57
WEST SHORE FIRE INC	27236	AIR SUPPLY SYSTEM - FIRE	3,254.14
WILBERT SANDBLASTING	060622	VEH MAINT - EQ	312.00
WILLIAM CUDDINGTON	060922	SUPPLIES - MARINA	18.53
WITMER PUBLIC SAFETY GROUP	40242	UNIFORMS - FIRE/EMS	15.39
WITMER PUBLIC SAFETY GROUP	47953	SUPPLIES - FIRE	128.59

Total: 583,196.89

INVOICE REGISTER

Page: 1/1

EXP CHECK RUN DATES 06/24/2022 - 06/24/2022

UNJOURNALIZED

OPEN - CHECK TYPE: PAPER CHECK

VENDOR	INVOICE #	DESCRIPTION	AMOUNT
ALPENA POWER COMPANY	062422	ELECTRIC	5,957.68
BP	62289229	GAS/FUEL - FIRE/EMS/EQ	4,155.13
DTE ENERGY	062422	NATURAL GAS	5,793.69
JOEL W JETT	060122	TRAVEL ADVANCE - POLICE	400.00
SHANTY CREEK RESORTS	656960	LODGING - POLICE	369.33
VERIZON WIRELESS	9908469803	CELL PHONES	683.46
VERIZON WIRELESS	9908469804	CELL PHONES/IPADS	2,453.21
VISA/ELAN FINANCIAL SERVICES	1418 06/22	SUPP/MAINT/LIC - MARINA	315.14
VISA/ELAN FINANCIAL SERVICES	3610 06/22	SUPP/PROMO/BEAUT - DDA	140.10
VISA/ELAN FINANCIAL SERVICES	4503 06/22	SFTWRE/VEH MAINT - IT/EQUIP	829.58
VISA/ELAN FINANCIAL SERVICES	4688 06/22	TRAVEL EXPENSE - BLDG	38.09
VISA/ELAN FINANCIAL SERVICES	5087 06/22	FOOD/SERVICE/LOG-IN - MGR	84.05
VISA/ELAN FINANCIAL SERVICES	5279 06/22	UNIFORMS/TRAVEL EXP - POLICE	401.19
VISA/ELAN FINANCIAL SERVICES	6116 06/22	UNIF/VEH TRACKER/ZOOM - FIRE/EMS	442.89
VISA/ELAN FINANCIAL SERVICES	7299 06/20	WORKSHOP REG - PLAN	99.00
VISA/ELAN FINANCIAL SERVICES	7661 06/22	TRAVEL EXPENSE - CLERK/TREAS	448.39
Total:			22,610.93

7/5/2022

	NAME	BOARD	TERM	New Ex. Date	APPT AUTH
Appoint	Ricky Konecke	Harbor Advisory Board	3	7/5/2025	Council



Local Government Approval For Off-Premises Tasting Room License
(Authorized by MCL 436.1536)

Instructions for Applicants:

- You must obtain a recommendation from the local legislative body for a new Off-Premises Tasting Room License application.

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 _____ meeting of the _____ council/board
(regular or special) (township, city, village)

called to order by _____ on _____ at _____

the following resolution was offered: (date) (time)

Moved by _____ and supported by _____

that the application from Presque Isle Farm Cider
(name of applicant - If a corporation or limited liability company, please state the company name)

for a **NEW OFF-PREMISES TASTING ROOM LICENSE**

to be located at: 205 W. Chisholm

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



235 West Chisholm Street, Alpena, MI 49707 Fax: (989) 356-3999 Phone (989) 354-4181

July 05, 2022

Alpena City Council

2021/2022 Target End-Year Report

Dear Mayor, Waligora,

Please accept the following update as our semi-annual report to city council.

Overview:

Economic development activity remains solid. For many developers, the threat of supply chain and labor disruptions are just issues they need to deal with as they look toward the future and expansion opportunities. I am and have been busy on many fronts. I spend considerable time working on behalf of the city and working with City staff on various matters related to economic development.

Grant Programs

MEDC RAP - I have spent considerable time pursuing a subgrant through the MEDC to support a development project within the city. We evaluated seven projects locally (including three in Rogers City) but, in the end, it was determined that only a single project would work given the various requirements of the program. The only project that was included in our grant request is to be built on the former Habitat site. The developer is focused on a mixed-use project featuring lower-level retail and second story market rate apartments. The developers are seeking commercial tenants that could include a daycare, a restaurant, and a health club. Both the daycare and health club are missing downtown and would be great additions. Target is seeking a grant in the amount of \$5.0 million to support this project. The total project cost is expected to exceed \$10.0 million. There was deliberation on whether the City or Target should take the lead on the sub-grant request. In the final analysis it made more sense for Target to pursue the grant and coordinate with the developer. This could be such an impactful project for our community. I believe our project will score well. The Request was submitted on May 27th. We should know more about where we stand by late July.

Defense Community Infrastructure Program (DCIP) 2022 – Last year the city submitted a grant request under the Defense Community Infrastructure Program for the Clear Well water project. Of course, we were not successful. We intend on resubmitting the same project again this year. Our chances are improved for two reasons:

- 1) There is more funding this year. \$90 million this year vs \$50 million last year

- 2) There is no weight being given on the military importance of the base as was the case last year. National guard bases were not part of the scoring in 2021. In 2022 there is no such scoring so all bases are treated equally. Our odds of success are good for this year. Given the grant has already been created, it is a matter of updating with current costs and not much else. The deadline is July 18th.
- 3) The County is also seeking funding for the runway under this same program to assist with the cost of the desperately needed runway repair. Under this program, the base leadership is required to establish a top priority project (via the base commander's letter of support) and has elected to give their endorsement to the runway project as it is urgently needed and cannot wait. The CRTC leadership is also seeking runway funding within the DoD. If they are successful, they will pivot and elevate the city Clear Well project to the top slot and will issue a commander support letter to accompany the city DCIP request. City staff is collaborating with the contractor to update the costs and updating the DCIP request in case the project is the one selected for submission. We feel it makes no sense to submit two requests tied to the same base. There is no way two projects will be selected and supported under this program given the demands on this program.

Target Business Development Activity:

➤ **Commerce Lots**

One of the pairs of contiguous lots that was sold last year has been improved. The buyers have built a new building to house a new business – Wolverine Ice. They commenced operations. I see their ice coolers in front of some local businesses now. There remains another pair of contiguous lots that are available for sale.

➤ **North Industrial Highway**

The city has 5 purchase agreements in place for 4 different parcels on No. Industrial Highway property. Three of the buyers represent agreements on four sites as they work to secure the U.S. Fish and Wildlife lease. If any of these three are the successful bidder, the city will have two development projects on that property. A letter recently sent to one of the developers indicated that the process of evaluating the proposals will take another 6 to 9 months from now to be completed and awarded. Two of the agreements do not have an expiration so there will not be any need to extend. One of the other two was extended. The second with the same developer expires in mid-September (the US 23 lots).

The other project is associated with the Boathouse that will be closing soon on 4.4 acres for storage units they intend build. Some of these units may be condominiums while others will be available for rent. The owner intends to begin building late summer and have 1 or 2 buildings up in time for the fall storage season. It is great to finally have a sale and the commencement of activity resulting in enhanced tax base for the city.



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➤ **DDA**

The DDA has several different projects underway. They include:

- Social district expansion - done
- Boundary expansion
- Parking plan development
- Review of the business expansion / grant program

➤ **APC Site**

Fairfield by Marriot (approximately 75 rooms) still in process.

- The final engineering is being done. This is a three-month process and will allow for the final cost calculation. This phase is expected to be complete by mid to late august.
- Once this phase is done, if there are no large surprises, the developer is expected to move to closing on the purchase of the lot from Target Alpena.
- Brownfield met with EGLE representatives and were awarded a \$615,000 grant and a low interest loan in the amount of \$450,000 to help support the environmental issues associated with the property.
- A brownfield plan has been approved to support the remaining eligible costs to the developer along with the costs of the city improvements to water / sewer and other smaller enhancements impacted by this project.
- There remains the agreement between the city and the developer on the tax capture sharing that must be finalized. I expect this to be ironed out soon.

➤ **Former Habitat Site**

I addressed this project in the grant section. If the MEDC RAPP grant is approved, the developer would like to commence site work this fall.

➤ **Alpena Marc**

Jeff Konczak has many irons in the fire which Anne Gentry and I have discussed with him. We stand ready to assist Jeff, as necessary. In June Jeff hired a contractor to finish up the theatre remodel. I am not sure on the timing of when it will be complete and open but glad to see progress. We have no theatres anywhere in the county.

➤ **Fish and Wildlife**

The RFP was released in December. The final bids / proposals were due to the GSA on Jan 6. The city has four executed purchase agreement on 3 parcels off North Industrial Hwy. The timing was addressed above.

Other activity outside of the city:

- **Aldi** - Since my last update, the Township secured a \$1.0 million EGLE grant to help offset the clean-up costs of this badly polluted site. In the meantime, the developer and school system have been unable to find common ground on the final elements of the new bus garage. I have no updates on where things stand currently. I really do not want to get into the middle of a negotiation between these parties (this applies to any deals I am working on). The negotiations need to be direct between the parties or their paid representatives.
- **Marshalls**
The developer acquired the land and now has begun to stage the material to commence construction. Site plan has been approved. They have told me construction (site work) was to have begun 3 weeks ago. I have no update on timing for the opening at this point, but it seems like a stretch that the store could be open in time for the holidays this year.
- **CRTC Fifth Generation Hangar**
The CRTC will have a new hangar and maintenance facility for the express purpose of supporting the fifth-generation military aircraft. These newer aircraft cannot fly into the base or train here since the tools and equipment necessary to maintain and repair them are not available here. Having the new hangar here (at a cost of \$23.0 million or more) will enhance the military value of the base by allowing for more training exercises. More exercises mean more visitors and specialized operators in and around the area. This will be a huge win for our region. The design is complete, and the military is in the process of selecting an approved contractor. The project is planned to commence next spring.
- **Starbucks & Urgent Care**
The project looks great. Their goal was to be open and operating this busy summer season. I see hiring signs in front of the Urgent Care clinic.
- **General**
There are plans to open a **daycare center** on the south side of town. They have purchased a building on US23 south next to Kipfmillers. Their plan is to be open in August in time for the beginning of the school year. They are seeking a license for sixty children. It is so critical we add daycare services to help fill open positions in the community and to attract young families to the region. This is a high priority within the state. Governor Whitmer has signed a great deal of legislation to support daycare providers and end users. We need this facility badly in the community. It may allow stay-at-home parents to return to the workforce helping to fill many of the local open jobs.

There are a few other things percolating on the south end of town including a provisioning center that will repurpose an existing building.



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I am aware of other projects across the area that are in the early exploration stages. I will continue to collaborate with the various parties to help address needs that arise. My goal remains to bring these projects from concept to reality.

Other Matters:

Housing

- There have been some light conversations about potential housing projects regionally, but nothing beyond chatter at this point. The only formally announced project is the one underway in PI Township on E Grand Lake Road (16 units 8 buildings). They are looking to begin preselling very soon. These are 2- and 3-bedroom units with prices expected to be in the \$400,000 range.
- The habitat site project that was included in our MEDC RAPP grant includes needed housing - 1 to 3 bedroom (16 units in total). This project will only move forward if the developer is successful in Target securing the grant.
- Rachel and Mary Catherine Hannah are leading a newly formed housing task force. I am serving on that committee. We are seeking funding through various foundations and from local financial institutions to support a community housing needs assessment which will spell out the unmet demand and can become the basis for my interaction with developers.

Alpena Center Recycling Program

NEMCOG sponsored a kickoff meeting between Alpena County and EGLE to discuss the plans for the new Recycling Center planned for the county property at the airport. This is a wonderful opportunity for the county, local businesses, and the users of various recycled materials. Since this will be a regional sorting center, there clearly exists economic development opportunities for spin off businesses to form nearby.

Circular Economy Strategy – The ability to turn recycled material into a raw material and feed stock for local / regional companies is an example of a circular economy. It represents the shift to address significant global challenges to include climate change, degradation of and a diminishing of natural resources, water supply challenges and deforestation to name the largest ones. A circular economy at its foundation designs out waste and pollution from product development. This model transitions to renewable energy sources and is based on three principles: design out pollution and waste; keep

material products in use; restores natural systems. Moving in this direction builds economic, natural, and social capital of finite resources.

The Alpena recycling and sorting center represents another unique economic opportunity for our region. My expectation is that as we mature in this process, there will be opportunities that arise that will benefit our citizens, county, local and regional businesses.

In terms of investment via SBDC counseling services:

SBDC info for Alpena County 7/1/2021 – Current. *They failed to provide me this information at the time of this report:*

Clients, Hours, Business Starts, Jobs Created, Capital Formation:

Loan Report Updates

- Target has made two loans so far this year.

County Unemployment: As of March 2022: 4.7%

Final Thoughts: Among the chief concerns today is the impact on development activity associated the supply chain issues, persistent elevated inflation, rising interest rates and fuel costs. We are too early in this economic cycle to predict how development will be impacted locally. I hear the “R” word (Recession) being used more and more. It becomes a self-fulfilling prophecy. Let’s hope we can avoid that scenario and find the soft landing the Fed is hoping for.

Lastly, I have heard from multiple visitors to our area (former residents back for visits to see family) how much they noticed the positive changes to our community. After decades of languishing, stagnation or even degradation, many have noted the improvement to the energy, attractiveness, vibrancy, and overall appeal to the area. It is great to have outsiders share this perspective to confirm my own biases about improvements made and our trajectory as a community.

I wish to thank you for your support of our efforts and the extension of the agreement for another year.

Sincerely,

Michael W. Mahler
Economic Development Director

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

An ordinance to amend the City of Alpena Zoning Map.

City of Alpena, Alpena County, Michigan ordains:

SECTION 1: AMENDMENT TO THE CITY OF ALPENA ZONING MAP

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

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

SECTION 2: SEVERABILITY

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

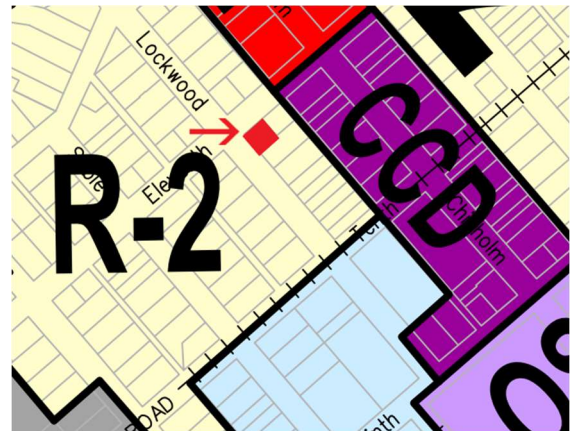
SECTION 3: SAVING CLAUSE

The City of Alpena Zoning Ordinance, except as herein or heretofore amended, shall remain in full force and effect.

The amendments provided herein shall not abrogate or affect any offense or act committed or done, or any penalty or forfeiture incurred, or any pending fee, assessments, litigation, or prosecution of any right established, occurring prior to the effective date hereof.

SECTION 4: EFFECTIVE DATE

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



Matthew J. Waligora, Mayor

Anna Soik, Clerk/Treasurer/Finance Director

I, Anna Soik, Clerk/Treasurer/Finance Director for the City of Alpena, hereby certify that the foregoing is a true and correct copy of Ordinance No. 22-479 of the City of Alpena, adopted at a meeting of the Alpena City Council held on July 5, 2022.

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

First Reading: June 20, 2022
subject to PA 110 of 2006 as amended.

Adopted: July 5, 2022

Published: _____ Effective: _____

WATERWAYS GRANT AGREEMENT

Harbors and Docks – Mooring Construction

THIS WATERWAYS GRANT AGREEMENT (the "Agreement") is made as of _____, 2022, 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 Fixed Dock Replacement at the City of Alpena Marina (the facilities);

WHEREAS, the Department is willing to assist the City to construct the facilities, which are estimated to cost Three Hundred Six Thousand Three Hundred Forty dollars (\$306,340.00), with the Department agreeing to pay 49% of the estimated cost, and is not to exceed One Hundred Fifty Thousand dollars (\$150,000.00).

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 49% of the cost of construction of the facilities called for by the plans and specifications, including final engineering costs, but not to exceed One Hundred Fifty Thousand dollars (\$150,000.00). 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 One Hundred Fifty-six Thousand Three Hundred Forty dollars (\$156,340.00) for the project, which represents fifty (51) percent 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 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 for the 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. Release from grant obligations is subject to review of a professional facility assessment.

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. Once a non-compliance issue(s) has been documented, the Department shall notify the City. The City has a right and an obligation to cure and shall collaborate with the Department to develop an acceptable plan to remedy any and all non-compliance issue(s), with the primary goal to continue to provide long term recreational waterway access to the boaters of Michigan. 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: _____

Matthew J. Waligora

Title: Mayor _____

**MICHIGAN DEPARTMENT OF
NATURAL RESOURCES**

By: _____

Ronald A. Olson, Chief
Parks and Recreation Division

RESOLUTION

Upon motion made by Mayor Pro Tem Johnson, seconded by Councilmember Mitchell 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 One Hundred Fifty-Six Thousand Three Hundred Forty dollars (\$156,340.00) to match the One Hundred Fifty Thousand dollars (\$150,000.00) 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 appoint the harbormaster 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: 5

The following nay votes were recorded: 0

STATE OF MICHIGAN)
)
COUNTY OF ALPENA)

I, Anna Soik, 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 July 5th, 2022.

Dated: July 5th, 2022

City Clerk



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

DATE: June 28, 2022
TO: Mayor and City Council Members
COPY: Rachel Smolinski, City Manager
Anna Soik, City Clerk/ Treasurer/ Finance Director
FROM: Anne Gentry, Downtown Development Authority
RE: Resolution Authorizing Social District Permit Applications

In May 2021, Alpena City Council passed Resolution 2021-13, which recommended that eligible liquor licenses that are contiguous to the Downtown Alpena Social District be considered for approval for a Social District Permit by the Michigan Liquor Control Commission. In that memo, a list of businesses who were eligible for a Social District permit was included for approval.

Since then, there is an additional eligible business who will be opening a tasting room in the DDA district (Presque Isle Farm) that plans on applying for a Social District permit. In order to apply for the permit, they must submit a resolution from the local governing body recommending the approval of their application.

It was suggested by the Michigan Liquor Control Commission that City Council approve a new resolution that recommends the approval of any application for a Social District Permit from an eligible liquor license contiguous to the Downtown Alpena Social District.

This would allow any business or organizations that holds an eligible liquor license who may relocate or open in district in the future to be able to apply for a Social District Permit, without City Council having to pass a new resolution each time for each application.

Thank you for your support of the Downtown Alpena Social District! We are excited about new businesses relocating into our downtown who are planning on being a part to the district.

A handwritten signature in black ink, appearing to read "Anne Gentry".

Anne Gentry
Executive Director

989.356.6422

anneg@alpena.mi.us

www.downtownalpenami.com

RESOLUTION NO. 2022-13

**RESOLUTION APPROVING SOCIAL DISTRICT PERMITS FOR QUALIFYING
LICENSEES CONTIGUOUS TO THE COMMONS AREAS IN THE DOWNTOWN
ALPENA SOCIAL DISTRICT**

WHEREAS, Public Act 124 of 2020 (PA 24) was signed into law on July 1, 2020 to allow the governing body of a local governmental unit to designate Social Districts with Commons Areas within its jurisdiction;

WHEREAS, PA 124 established Section 436.1551, which authorizes the issuance of Social District Permits for the sale of alcohol by the Michigan Liquor Control Commission (MLCC); and

WHEREAS, qualified licensees whose licensed premises are contiguous to a Commons Area within the Social District and that have been approved for and issued a Social District Permit may sell alcoholic liquor on their licensed premises to customers who may then consume the alcoholic liquor within a Commons Area of the Social District; and

WHEREAS, the City of Alpena established the Downtown Alpena Social District and Downtown Alpena Commons Area at its May 17, 2021 Regular Meeting of Alpena City Council; and

WHEREAS, the City of Alpena expanded the Downtown Alpena Social District and Downtown Alpena Commons Area at its June 6, 2022 Regular Meeting of Alpena City Council; and

WHEREAS, licensed premises that are contiguous to the commons areas designated by City Council as part of a social district pursuant to MCL 436.1551 are eligible to apply for a Social District Permit;

NOW THEREFORE, BE IT RESOLVED, that the Alpena City Council does hereby recommend that the applications from eligible licensees who are contiguous to the Downtown Alpena Social District and Downtown Alpena Commons Area be considered for approval by the Michigan Liquor Control Commission for a Social District Permit.

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

Ayes:

Nays:

Absent:

Resolution declared adopted.

I, Anna Soik, City Clerk of the City of Alpena, **DO HEREBY CERTIFY** that the above is a true copy of a resolution adopted by the Municipal Council at a regular meeting held July 5, 2022.

Anna Soik
City Clerk