

ALPENA CITY COUNCIL MEETING

November 15, 2021 – 6:00 p.m.

AGENDA

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

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

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

Access Code: 667-050-061

1. Call to Order.
2. Pledge of Allegiance.
3. Approval and Modification of the Agenda.
4. Approve Minutes – Regular Session and Closed Session of November 1, 2021, and Special Session of November 9, 2021.
5. Citizens Appearing Before Council on Agenda and Non-Agenda Items (Citizens Shall be Allowed a Maximum of Five (5) Minutes Each to Address Their Concerns. This is the Only Time During a Council Meeting that Citizens are Allowed to Address the Council).
6. Public Hearing.
7. Consent Agenda.
 - A. Bills to be Allowed, in the Amount of \$435,102.91.
 - B. School Liaison Officer Agreement.
 - C. Council Appointment of Ashley Wilmot-Peterson to the Planning Commission for a Three-Year Term Expiring on December 01, 2024.
8. Presentations.
9. Announcements.
10. Mayoral Proclamation.
11. Report of Officers.
 - A. Perpetual Lot Care Fund – Anna Soik, Finance Director.
 - B. First Reading of Ordinance 21-465 Which Amends the City of Alpena Zoning Ordinance Articles 2, 5 and 7 – Bill Pfeifer, City Attorney.
 - C. First Reading of Ordinance 21-466 Which Amends the City of Alpena Zoning Map – Bill Pfeifer, City Attorney.
12. Communications and Petitions.
13. Unfinished Business.

14. New Business.
 - A. Rural Development Grant – Shannon Smolinski, Harbormaster.
 - B. DDA Parking Recommendations – Anne Gentry, DDA Director.
15. Adjourn.

A handwritten signature in cursive script that reads "Rachel K. Smolinski".

Rachel Smolinski
City Manager

COUNCIL PROCEEDINGS

November 01, 2021

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 Osmer.

Absent: None.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

APPROVAL OF AGENDA

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

Motion carried 5-0.

MINUTES

The minutes of the regular session of October 18, 2021, were approved as printed.

Motion carried 5-0

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 \$391,887.81.
- B. Mayoral appointment of Jaclynn Krawczak and Carol Lund to the Compensation Committee for a 5-year term expiring on November 1, 2026.
- C. Mayoral reappointment of Clayton VanWagoner to the Planning Commission for a 3-year term expiring on November 1, 2024.

- D. Council reappointment of Elizabeth Littler and Vernie Nethercut to the Wildlife Sanctuary Board for a 3-year term expiring on November 1, 2024.

Motion carried 5-0.

ALPENA COUNTY HAZARD MITIGATION PLAN

Moved by Councilmember Nowak, seconded by Mayor Pro Tem Johnson, to approve resolution 2021-19, which adopts the 2021 Alpena County Hazard Mitigation Plan.

Motion carried 5-0.

AMBULANCE RATES

Moved by Councilmember Nowak, seconded by Councilmember Mitchell, to approve the amended fee schedule for ambulance rates, as presented, effective November 2, 2021.

Motion carried 5-0.

PLANET/HISTORY WALK PROPOSAL

Moved by Mayor Pro Tem Johnson, seconded by Councilmember Osmer, to authorize City Manager Smolinski to submit a letter of support on behalf of the Council, and placement of the signs to be determined by City Manager Smolinski and staff.

Motion carried 5-0.

RECESS

The Municipal Council recessed from 6:18 p.m. to 6:23 p.m.

RECONVENE IN CLOSED SESSION

Moved by Councilmember Nowak, seconded by Mayor Pro Tem Johnson, to reconvene in closed session to discuss an update regarding proposed litigation with the Alpena Prototype Biorefinery, LLC, American Process, Inc., and GranBio LLC; and also,

to discuss the water and sewer litigation.

Motion carried 5-0.

RECONVENE IN OPEN SESSION

The Municipal Council reconvened in open session at 6:41 p.m.

ADJOURN

On motion of Councilmember Nowak, seconded by Mayor Pro Tem Johnson, the Municipal Council adjourned at 6:42 p.m.

Matthew Waligora
Mayor

ATTEST:

Anna Soik
City Clerk

COUNCIL PROCEEDINGS

November 9, 2021

The Municipal Council of the City of Alpena met in special session at City Hall on the above date and was called to order at 6:00 p.m. by the Mayor. Members of the public could also join the meeting virtually. This was a joint meeting with the Planning Commission.

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

Absent: None.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

APPROVAL OF THE AGENDA

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

Motion carried 5-0.

ADULT-USE MARIHUANA

The Municipal Council heard comments from the public both in favor and against allowing adult-use marihuana in the City of Alpena. The Council discussed their opinions on the subject and the majority wanted to move forward with updating the ordinance. Denise Cline, Deputy Director and Chief Planner for Northeast Michigan Council of Governments, led the Council and Planning Commission through a review of the draft ordinance, which would amend Chapter 18 of the Code of Ordinances for Medical Marihuana Facilities to add language for adult-use marihuana establishments. The Municipal Council directed staff to make changes to the ordinance, which will be

reviewed at the December 6, 2021, regular meeting.

ADJOURN

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

Matthew J. Waligora
Mayor

ATTEST:

Anna Soik
City Clerk

INVOICE REGISTER

EXP CHECK RUN DATES 11/16/2021 - 11/16/2021

UNJOURNALIZED

OPEN - CHECK TYPE: PAPER CHECK

VENDOR	INVOICE #	DESCRIPTION	AMOUNT
AIRGAS USA LLC	9119124922	SUPPLIES - EMS DISP	52.96
AIRGAS USA LLC	9983570265	SUPPLIES - EMS DISP	19.17
AIRGAS USA LLC	9119288720	SUPPLIES - EMS DISP	36.85
ALL MARINE AND STORAGE LLC	000269	TRAVEL LIFT/STORAGE SVCS - MARINA	9,050.98
ALL MARINE AND STORAGE LLC	000270	TRAVEL LIFT/STORAGE SVCS - MARINA	975.00
ALLEGRA ALPENA	153793	SUPPLIES - BUILDING	52.71
ALLEGRA ALPENA	153794	SUPPLIES - BUILDING	40.91
ALPENA COUNTY TREASURER	111021	IT CONTRACTED SVCS 11/21	8,118.00
ALPENA DIESEL SERVICE	70559	VEH MAINT #40	2,954.35
ALPENA DIESEL SERVICE	70838	VEH MAINT- FIRE EQ	6,745.76
ALPENA DIESEL SERVICE	70840	VEH MAINT - FIRE EQ	208.56
ALPENA DIESEL SERVICE	70942	VEH MAINT - FIRE EQ	724.65
ALPENA DIESEL SERVICE	71018	VEH MAINT #39	17.83
ALPENA DIESEL SERVICE	71022	VEH MAINT #39	6.81
ALPENA POWER COMPANY	111621	ELECTRIC	32,991.83
ALPENA SUPPLY CO	S100372225.001	MAINT - MARINA	70.19
ALPENA SUPPLY CO	S10037612.001	MAINT - LOC ST	950.52
ALPENA SUPPLY CO	S100376392.001	MAINT - PARKS	13.39
ALPENA SUPPLY CO	S100377345.001	MAINT - CEMETERY	3.29
ALPENA SUPPLY CO	S100377502.001	MAINT - PUBLIC WORKS	39.79
ALPENA SUPPLY CO	S100377588.001	MAINT - MARINA	118.70
AMAZON CAPITAL SERVICES INC	1LW3-GPM1-4J73	SUPPLIES - IT	29.73
AMAZON CAPITAL SERVICES INC	1NRL-PHCL-DWNQ	SUPPLIES - FIRE/EMS	114.66
ANDREW MARCEAU	092321	MEAL REIMB/LIC FEE - FIRE/EMS	151.31
ANNE GENTRY	111021	TRAVEL EXPENSE - DDA	787.14
BALL TIRE & GAS INC	199366	VEH MAINT #73	778.04
BALL TIRE & GAS INC	199403	VEH MAINT - EQ	65.90
BALL TIRE & GAS INC	199636	VEH MAINT - CEMETERY	38.38
BALL TIRE & GAS INC	19937	VEH MAINT - FIRE/EMS	20.00
BALL TIRE & GAS INC	200129	VEH MAINT - EQ	18.50
BP	61049388	GAS/FUEL - FIRE/EMS/EQ	3,956.27
BRUCE TILLINGER	103121	MECHANICAL INSP SVCS 10/21	2,560.00
BRUCE TILLINGER	103121A	PLUMBING INSP SVCS 10/21	180.00
C & S IRRIGATION	1209	POCKET PARK IRRIGATION - DDA	80.00
CARQUEST AUTO PARTS	444936	VEH MAINT - EQ	3.21
CARQUEST AUTO PARTS	444996	VEH MAINT - EQ	23.47
CARQUEST AUTO PARTS	445530	VEH MAINT - FIRE/EMS	3.11
CARQUEST AUTO PARTS	445558	VEH MAINT - EQ	123.86
CARQUEST AUTO PARTS	445693	VEH MAINT - EQ	(20.95)
CARQUEST AUTO PARTS	445684	VEH MAINT #45	36.41
CARQUEST AUTO PARTS	445753	VEH MAINT #38	15.50
CARQUEST AUTO PARTS	445782	VEH MAINT #38	6.92
CARQUEST AUTO PARTS	445973	VEH MAINT #38	15.98
CARQUEST AUTO PARTS	446000	VEH MAINT - EQ	3.10
CARQUEST AUTO PARTS	446016	VEH MAINT - EQ	3.11
CARQUEST AUTO PARTS	446184	VEH MAINT - EMS	53.53
CARQUEST AUTO PARTS	446487	VEH MAINT - EMS	3.11
CARQUEST AUTO PARTS	446610	VEH MAINT - ECHO	0.65
CARQUEST AUTO PARTS	446643	VEH MAINT - POLICE	123.92
CARQUEST AUTO PARTS	446858	VEH MAINT - POLICE	(21.78)
CDW GOVERNMENT INC	M366900	SUPPLIES - IT	66.49
CHARTER COMMUNICATIONS	0161615102521	FAX LINE - CITY HALL	79.98
CHASE BEAUVAIS	101121	TRAVEL ADVANCE - POLICE	280.00
CHEMCO PRODUCTS INC	IN-2184544	CHEMICALS - WATER	142.65
CITY OF ALPENA	1271-001 1021	SEW/WATER - MICH-E-KE-WIS	510.42
CITY OF ALPENA	4397-001 1021	SEW/WATER - CEMETERY	36.66
CITY OF ALPENA	4398-001 1021	SEW/WATER - CEMETERY	76.98
CITY OF ALPENA	4528-001 1021	SEW/WATER - PUBLIC SAFETY	5,460.66
CITY OF ALPENA	4709-001 1021	SEW/WATER - CEMETERY IRR	2,743.23
CITY OF ALPENA	6656-001 1021	SEW/WATER - PSF ANNEX	36.66
CITY OF ALPENA	8110-001 1021	SEW/WATER - STARLITE PROM	603.30
CITY OF ALPENA	8111-001 1021	SEW/WATER - SPLASH PK IRR	1,419.78
CLIFF ANSCHUETZ CHEVROLET	CTCS226097	VEH MAINT - FIRE EQ	356.69
CONTINENTAL LINEN SERVICE	70483 10/21	RUG/UNIFORM CONT 10/21	771.84
CORE TECHNOLOGY CORPORATION	CORMN0000319	LEIN SUPPORT LICENSE	11,794.00
DE LAGE LANDEN FINANCIAL SERVICES	74315771	COPIER LEASE 11/21 - DDA	56.55
DEAN ARBOUR FORD LINCOLN MERCURY	33357	VEH MAINT - EMS	35.07
DEAN ARBOUR FORD LINCOLN MERCURY	33439	VEH MAINT - EMS	48.40
DEAN RIVARD	110321	MEAL REIMB/LIC FEE - FIRE/EMS	77.06
DONALD GOSSELIN	110421	SAFETY SHOE ALLOW - PW	134.99
DOUGLAS ROZNOWSKI	110121	APPAREL-ROZNOWSKI	42.39
DTE ENERGY	111621	NATURAL GAS	535.67

INVOICE REGISTER

EXP CHECK RUN DATES 11/16/2021 - 11/16/2021

UNJOURNALIZED

OPEN - CHECK TYPE: PAPER CHECK

VENDOR	INVOICE #	DESCRIPTION	AMOUNT
EAGLE SUPPLY CO	119172	SUPPLIES - CITY HALL	58.50
FAMILY ENTERPRISE EMBROIDERY	65696	UNIFORMS - ENG/MARINA	112.00
FASTENAL COMPANY	MIALP187861	VEH MAINT - EQ	118.54
FITZPATRICK'S HARDWARE	5365001	SUPPLIES - MARINA	108.74
FITZPATRICK'S HARDWARE	5365028	SUPPLIES - MARINA	58.96
FITZPATRICK'S HARDWARE	5365589	SUPPLIES - MARINA	19.99
FITZPATRICK'S HARDWARE	5367911	VEH MAINT - EQ	17.98
FITZPATRICK'S HARDWARE	5368530	VEH MAINT - EQ	135.94
FITZPATRICK'S HARDWARE	5369938	VEH MAINT - EQ	145.98
FITZPATRICK'S HARDWARE	5369942	MAINT - PUBLIC WORKS	225.00
FITZPATRICK'S HARDWARE	5370248	SUPPLIES - MARINA	949.95
FITZPATRICK'S HARDWARE	5370747	SUPPLIES - MARINA	9.68
FRANCIS ROSINSKI	103121	ELECTRICAL INSP SVCS 10/21	1,424.80
FRANKS KEY & LOCK SHOP INC	43514	MAINT - PARKS	160.00
FRANKS KEY & LOCK SHOP INC	43640	SUPPLIES - PARKS	12.76
FREESE HYDRAULICS & EQUIP REPAIR	40008	VEH MAINT #73	8.07
FREESE HYDRAULICS & EQUIP REPAIR	40054	SUPPLIES - PUBLIC WORKS	940.00
FRONTIER	4175 11/21	TELEPHONE - FIRE/EMS	40.88
FRONTIER	5445 11/21	TELEPHONE - FIRE/EMS	78.60
FRONTIER	7204 11/21	ELEVATOR TELEPHONE - CITY HALL	58.16
FRONTIER	7430 11/21	ELEVATOR TELEPHONE - PUBLIC SAFETY	58.16
FRONTIER	9535 11/21	ALARM PHONE LINES - SEWER	707.10
GALLS LLC	019568471	UNIFORMS - FIRE/EMS	131.54
GEORGIES TOWING & WRECKER SVC	21-07554	VEH MAINT - EMS	100.00
GILMET CONSTRUCTION SERVICES	103121	BUILDING/PLAN/ZONING/CODE SVCS 10/21	1,545.00
GLITZ & GLAMOUR BRIDAL & GIFTS	110221	UNIFORMS - POLICE	21.00
HALLS SERV-ALL	103121	RENTAL FEE - PARKS	2,441.52
HOME DEPOT CREDIT SERVICES	6022938	SUPPLIES - MARINA	12.62
HOME DEPOT CREDIT SERVICES	1014245	MAINT - MARINA	18.98
HOME DEPOT CREDIT SERVICES	63056	MAINT - PARKS	179.40
HUNT TREASURER	110421	FY 2022 CONTRIBUTION - POLICE	4,000.00
INK AND TONER ALTERNATIVE	21-6893	SUPPLIES - IT	41.89
INK AND TONER ALTERNATIVE	21-7784	SUPPLIES - IT	79.98
INK AND TONER ALTERNATIVE	21-7873	SUPPLIES - IT	171.96
JASON COLLEGNON	102021	DRY CLEANING EXPENSE - POLICE	41.35
JEFFERY KING	103021	MEAL REIMB - EMS	18.27
JOE DOULETTE	111121	REIMB RECRUITMENT EXP - FIRE/EMS	35.12
KENDALL ELECTRIC INC	S110815459.001	MAINT - PARKS	126.68
KENDALL ELECTRIC INC	S110827931.001	VEH MAINT - EQ	23.30
KENDALL ELECTRIC INC	S110845449.001	MAINT - PUBLIC WORKS	425.64
KENDALL ELECTRIC INC	S110866431.001	SUPPLIES - MARINA	59.58
KENDALL ELECTRIC INC	S110866431.002	SUPPLIES - MARINA	238.32
KENDALL ELECTRIC INC	S110868559.001	MAINT - LIGHTS	33.28
KENDALL ELECTRIC INC	S110869054.001	MAINT - PUBLIC WORKS	75.63
KENDALL ELECTRIC INC	S110869428.001	MAINT - LIGHTS	99.84
L & S TRANSIT MIX	61942	MAINT - MAJ ST	32.50
LARRY SANDERSON	960262	BIKE RACK STORAGE - DDA	168.00
LEXIPOL LLC	INVPRA6450	ONLINE LEARNING PLATFORM - IT	2,052.00
MARTIN JOEL SUSZEK	707215	2002 INTERNATIONAL DUMP TRUCK	12,000.00
MICHIGAN PIPE & VALVE	T017507	MAINT - MAJ ST	1,115.40
MICHIGAN PIPE & VALVE	T017539	STORES - FERNCO	32.00
MID MICHIGAN HEALTH	102721	SUPPLIES - EMS	200.00
MILLER OFFICE MACHINES	AR17042	SUPPLIES - DDA	18.13
MILLER OFFICE MACHINES	AR17044	COPIER MAINT - CH/PSF	575.49
MML WORKERS COMP FUND	2718206	WORKERS COMP - QTR PAYMENT	26,796.00
MOTOROLA SOLUTIONS INC	8281270437	PORTABLE RADIOS - POLICE	64,697.60
MOTOROLA SOLUTIONS INC	8281271034	PORTABLE RADIOS - POLICE	1,907.20
MOTOROLA SOLUTIONS INC	8281271587	PORTABLE RADIOS - POLICE	326.94
MOTOROLA SOLUTIONS INC	00366429	YEARLY ORDINANCE INTERNET FEE	550.00
NORTHERN CLEANING & MAINTENANCE	110121	MAINT - DDA	100.00
NORTHERN MI LAW ENFORCEMENT	1531	TRAINING FEE - POLICE	1,365.00
PRATTScape LLC	110221	SEWER/WATER MAIN - OLIVER	1,500.00
PRESQUE ISLE ELECTRIC & GAS CO	81166373 1021	ELECTRIC - AIR BASE	126.94
R & R FIRE TRUCK REPAIR	61228	VEH MAINT - FIRE EQ	636.97
RR DONNELLEY	329083171	SUPPLIES - CLERK/TREAS	367.64
SIGNATURE FORD L-M	1425Y	2021 FORD INTERCEPTOR UTILITY	33,249.00
SPECIFICATION STONE PRODUCTS	265207	MAINT - PARKS	394.05
STATE OF MICHIGAN	22-000098	PORTABLE RADIOS - POLICE	5,000.00
SUEZ WATER ENVIRONMENTAL SERVICES	202143947	CONT OPERATIONS 10/21	130,101.45
SUEZ WATER ENVIRONMENTAL SERVICES	202144001_002	CONT OPERATIONS 10/21	20,682.33
SUPERIOR IMAGE CLEANING	110521	CITY CUSTODIAL SERVICES	4,276.76
TENURGY LLC	ALP-122	UTILITY RATE SAVINGS 10/21	294.96

INVOICE REGISTER

EXP CHECK RUN DATES 11/16/2021 - 11/16/2021

UNJOURNALIZED

OPEN - CHECK TYPE: PAPER CHECK

VENDOR	INVOICE #	DESCRIPTION	AMOUNT
TERMINAL SUPPLY CO	85158-00	VEH MAINT - EQ	100.57
THE ALPENA NEWS	100106	PUBLISHING/ADVERTISING	1,033.50
THE ALPENA NEWS	100107	PUBLISHING/ADVERTISING	53.60
TONY DAWSON	103121	MILEAGE 10/21	116.20
TOTAL FIRE PROTECTION INC	10841481	MAINT - PUBLIC WORKS	300.00
TRUE NORTH RADIO NETWORK	21100374	ADVERTISING - DDA	300.00
VISA/ELAN FINANCIAL SERVICES	2432 11/21	FOOD/SERVICE - CLERK	15.10
VISA/ELAN FINANCIAL SERVICES	3610 11/21	SUPP/UTILITIES - DDA	131.85
VISA/ELAN FINANCIAL SERVICES	4503 11/21	SUPP/MAINT - IT/PW/ENG	1,197.68
VISA/ELAN FINANCIAL SERVICES	5087 11/21	SUPP/DUES/MTG/REG/LOG-IN - MGR/PLAN	365.25
VISA/ELAN FINANCIAL SERVICES	6116 11/21	TR EXP/SUPP/TRACKER/DUES/FEES-FIRE/EM	757.83
VISA/ELAN FINANCIAL SERVICES	7299 11/21	SUPPLIES - CODE ENF	253.90
VISA/ELAN FINANCIAL SERVICES	7661 11/21	MEMBERSHIP DUES - CLERK/TREAS	150.00
VISA/ELAN FINANCIAL SERVICES	9360 11/21	TRAVEL EXP/SUPPLIES - BLDG	1,202.46
VISA/ELAN FINANCIAL SERVICES	1418 11/21	SUPPLIES - MARINA	12.22
WEX BANK/SHELL	75671903	GAS/FUEL-POL/FIRE/EMS/EQ/SUEZ	623.46
WEX BANK/SPEEDWAY	75582390	GAS/FUEL-POL/FIRE/EMS/EQ/SUEZ	6,897.44
		Total:	435,102.91

AGREEMENT REGARDING SCHOOL LIAISON OFFICER

This Agreement is entered into effective as of the 1st day of July, 2021, by and between the **CITY OF ALPENA**, a Michigan Municipal Corporation of 208 N. First Avenue, Alpena, Michigan, 49707, hereinafter referred to as “City”, and the **ALPENA PUBLIC SCHOOLS** of 2373 Gordon Road, Alpena, Michigan, 49707, hereinafter referred to as “School System”.

Whereas, the City and the School System recognize the need and benefit of having a school liaison officer assigned to Alpena High School and

Whereas, in recognition of the need and benefit of having a school liaison officer, the City and School System mutually agrees as follows:

1. The City and School System agree to equally share and pay for the actual cost of a High School liaison officer said costs being described in attached Exhibit A.
2. The High School liaison officer shall work a minimum of forty hours per week, when school is in session, during the school year, except in instances of Police Department approved training, vacation or sick leave.
3. In consideration for the City’s providing a school liaison officer to the School System, the School System shall pay $\frac{1}{2}$ of the actual cost of said officer, which $\frac{1}{2}$ share is estimated to be \$49,562.76 which costs shall be billed by the City on a quarterly basis, as follows:
 - \$12,390.69 by August 15, 2021 (Jul/Aug/Sept)
 - \$12,390.69 on October 1, 2021 (Oct/Nov/Dec)
 - \$12,390.69 on January 1, 2022 (Jan/Feb/Mar)
 - \$12,390.69 on April 1, 2022 (Apr/May/Jun)
4. Upon receipt of the invoice from the City, the School System shall remit full payment to the City within fifteen days.
5. Within 60 days after the expiration date of this Agreement (or on or before September 1, 2022) the actual costs for the liaison officer shall be determined by the City as of June 30, 2022. This process shall be known as the Annual “True-Up”. If the actual costs of the liaison officers exceed or fall below the estimated annual costs, then the adjusted “True-Up” amount shall either be reimbursed by the City to the School System, or paid by the School System to the City, as the case may be, the intent of this agreement and “True-Up” process being that both parties desire to share equally in the actual annual costs of the school liaison officers, whatever those costs ultimately may be determined to be.

6. Either the City or the School System may terminate this agreement at any time with sixty days written notice to the other party.
7. The initial term of this agreement shall be one year from July 1, 2021 to June 30, 2022. This agreement may be renewed on an annual basis upon the mutual consent and agreement of the City and the School System.
8. The City and the School System agree that pursuant to the appropriate statutes regarding the conduct and activities of Police Officers, all the privileges and immunities from liability, exemptions from laws, ordinances and rules and regulations, when performing their respective functions for their respective agencies or employers shall apply to the same degree and extent to the performance of such functions and duties of such Police Officers under the provisions of this agreement.

In witness whereof the parties hereto by their respective representatives have executed this Contract on this _____ day of _____, 2021.

Dated: 10/25/21

Alpena Public School Systems



By: Ned Heath
Its: Board of Education President



By: David Rabbideau
Its: Superintendent

Dated: _____

City of Alpena,
A Michigan Municipal Corporation

By: Matthew J. Waligora
Its: Mayor

By: Anna Soik
Its: City Clerk/Treasurer/Finance Dir.

EXHIBIT A

1. Wages – (regular and overtime)
2. Fringe Benefits
 - a. Health Insurance
 - b. Claims Tax on Health
 - c. Dental Insurance
 - d. Life Insurance
 - e. Workers Compensation
 - f. Medicare
 - g. Retirement
 - h. Deferred Compensation
3. Travel
 - a. Local
 - b. Training Seminars
4. Supplies/Material
 - a. General Supplies
 - b. Software License Fee
 - c. Uniforms/Cleaning Allowance
5. Communications
 - a. Cellular Telephone
6. Training
 - a. School Liaison Officer training
 - b. Other related training

SCHOOL LIAISON PARTNERSHIP/ALPENA HIGH SCHOOL

Detailed Budget

07/01/2021 - 06/30/2022

<i>Wages</i>	\$ 59,474.10
<i>Benefits</i>	\$ 36,994.42
<i>Travel</i>	\$ 1,545.00
<i>Supplies & Materials</i>	\$ 580.00
<i>Other Expenses</i>	\$ 532.00

GRAND TOTAL \$ 99,125.52

50% City of Alpena	\$ 49,562.76
50% Alpena Public Schools	\$ 49,562.76

SLO Program Budget - WAGES
07/01/2021 - 06/30/2022

Officer	Rate (Reg.)	Hours		Total
David	\$ 26.67	2,080	(7/1/2021-6/30/2022)	\$ 55,473.60
			Total Reg.	\$ 55,473.60

Officer	Rate (OT)	Hours		Total
David	\$ 40.01	100	(7/1/2021-6/30/2022)	\$ 4,000.50
			Total OT	\$ 4,000.50
			Total Wages	\$ 59,474.10

SLO Program Budget - BENEFITS
07/01/2021 - 06/30/2022

Health*	\$	1,500.00	12	\$ 18,000.00
Dental*	\$	122.57	12	\$ 1,470.84
Life	\$	13.50	12	\$ 162.00
Work Comp	\$	59,474.10	0.0172	\$ 1,022.95
Medicare	\$	59,474.10	0.0145	\$ 862.37
Retirement*	\$	59,474.10	0.2369	\$ 14,089.41
Deferred Comp	\$	55,473.60	2.50%	\$ 1,386.84
Total Fringe Benefits:				\$ 36,994.42

* Estimated

SLO Program Budget -TRAVEL
07/01/2021 - 06/30/2022

Local Mileage

	<i>Days</i>	<i>Miles</i>	
David	260	10	2,600
		Total Miles	2,600
		Total Miles	2,600
		<u>0.575</u>	* p/mile
Total Mileage			\$ 1,495.00

Training Mileage

	<i>Miles</i>	<i>Cost Per/Mile*</i>	Total Cost
	0	0.575	\$ -
Total Training Mileage			\$ -

Lodging and Meals Not Covered In Tuition

	<i>Meals</i>	<i>Lodging</i>	Total Cost
Meals not covered	\$ 50.00		\$ 50.00
Total Meals			\$ 50.00

Total Travel Costs

<i>Local Mileage</i>	\$ 1,495.00
<i>Training Mileage</i>	\$ -
<i>Training Expenses</i>	\$ 50.00
Total	\$ 1,545.00

* Estimated

SLO Program Budget - SUPPLIES AND MATERIALS
07/01/2021 - 06/30/2022

Supplies

General Office (paper, pens, pencils envelopes, etc.)	\$100.00	
Drug Test Kits	\$100.00	
Total Supplies		\$ 200.00

Core/TIMS Annual Fee: \$ 180.00

Uniform Allowance:

Uniforms (as needed)	\$ 200.00	
Total Uniforms		\$ 200.00

Total Supplies and Materials Expenses: \$ 580.00

SLO Program Budget - OTHER EXPENSES

07/01/2021 - 06/30/2022

Communications	Unit Price	Months	Total
Cell Phone	\$ 36.00	12	\$ 432.00
Total Communications:			\$ 432.00
Training/Tuition			
School Liaison/Related			\$ 100.00
Total Expenses			\$ 532.00

11/1/2021

	NAME	BOARD	TERM	New Ex. Date	APPT AUTH
APPOINT	Ashley Wilmot-Peterson	Planning Commission	3	12/1/2024	Council

Memorandum



To: Mayor Waligora and Municipal Council
From: Anna Soik, City Clerk/Treasurer/Finance Director *AS*
Date: November 10, 2021
Re: Perpetual Lot Care Fund Investment

The Perpetual Lot Care Fund (PLCF) is a permanent fund, which means that it is invested in perpetuity and the investment earnings are to be used to cover expenses for the operation and maintenance of the Evergreen Cemetery. According to section 22-40 in the Code of Ordinances, 25% of all moneys received for the sale of lots, shall be placed in the PLCF. In section 22-39 (b), the moneys in the fund shall be deposited in a bank, or invested in good and sufficient securities, pursuant to resolution of the council, and the interest therefrom shall be used for the purpose or purposes for which such money is given and for no other purpose. In the case of moneys credited to the cemetery improvement account of the perpetual lot care fund, the interest therefrom shall be used for improvement of roads, alleys, buildings, burial lots, monuments, vaults, tombs, and other properties constructed, provided, and maintained for the use of the public in the city cemetery, and for the upkeep of the cemetery and the lots therein, and for no other purpose.

At June 30, 2021, the unofficial fund balance was \$1,007,402. Of this amount, \$115,000 is invested in a municipal bond that matures in October 2025; a certificate of deposit in the amount of \$150,000 which will mature in February 2022; and the remainder of \$742,402 is in a savings account and also in our receivables. At this point in time, I don't have the exact amount which we could invest, but it is approximately \$740,000.

Over the past 10 fiscal years, the fund has earned \$72,290 in interest income, with the last fiscal year being a meager amount of \$1,799. As can be seen, the time has come to look at other options that will provide a significantly increased return on our investment because what we currently have is not working. City Manager Smolinski and I have been in contact with Mr. Patrick Heraghty from the Community Foundation about options for investment of the fund with the foundation. Attached are documents that Mr. Heraghty will review with the Council at the meeting.

Act No. 422
Public Acts of 2014
Approved by the Governor
December 27, 2014
Filed with the Secretary of State
December 30, 2014
EFFECTIVE DATE: December 30, 2014

**STATE OF MICHIGAN
97TH LEGISLATURE
REGULAR SESSION OF 2014**

Introduced by Senator Hansen

ENROLLED SENATE BILL No. 1125

AN ACT to amend 1937 PA 215, entitled "An act to authorize municipalities to own or control cemetery or burial grounds; to provide for perpetual care and maintenance; and to permit municipalities to authorize the creation of joint cemetery associations," by amending the title and section 3 (MCL 128.3), the title as amended and section 3 as added by 1980 PA 366, and by adding section 4.

The People of the State of Michigan enact:

TITLE

An act to authorize municipalities to own or control cemetery or burial grounds; to provide for perpetual care and maintenance; to provide for endowment and perpetual care funds; and to permit municipalities to authorize the creation of joint cemetery associations.

Sec. 3. As used in this act:

(a) "Community foundation" means an organization that meets all of the following requirements:

(i) Has been in existence for at least 10 years.

(ii) Has assets of at least \$10,000,000.00.

(iii) Qualifies for exemption from federal income taxation under 501(c)(3) of the internal revenue code, 26 USC 501(c)(3).

(iv) Supports a broad range of charitable activities within the specific geographic area of this state that it serves, such as a municipality.

(v) Maintains an ongoing program to attract new endowment funds by seeking gifts and bequests from a wide range of potential donors in the geographic area served.

(vi) Is publicly supported, as defined by 26 CFR 1.170A-9(f).

(vii) Meets the requirements for treatment as a single entity under 26 CFR 1.170A-9(f)(11).

(viii) Is not an organization described in section 509(a)(3) of the internal revenue code, 26 USC 509(a)(3).

(ix) Has an independent governing body representing the general public's interest and that is not appointed by a single outside entity.

(x) Maintains continually at least 1 part-time or full-time employee beginning not later than 6 months after the community foundation is incorporated or established.

(xi) Is subject to an annual independent financial audit.

(xii) For a community foundation that is incorporated or established after January 9, 2001, operates in a county of this state that was not served by a community foundation when the community foundation was incorporated or established or operates as a geographic component of an existing community foundation.

(b) "Municipality" means a city, village, township, or county.

Sec. 4. (1) Subject to this section, to lessen the burden of government, each municipality with a municipally owned cemetery may establish and maintain an irrevocable endowment and perpetual care fund as a component fund within a community foundation by entering into an irrevocable agreement with the community foundation.

(2) The amounts deposited into the fund shall be held in perpetuity by the community foundation except that the community foundation shall annually authorize 2 distributions of interest and other earnings to the municipality for care and maintenance of the cemetery. The withdrawals shall be documented. The cemetery shall maintain records showing that earnings from the fund are used exclusively for endowment and for care and maintenance of the cemetery. The community foundation is not responsible for ascertaining that money paid to the municipality is expended for the limited purposes authorized in this subsection.

(3) Subject to the terms of the agreement, the fees and costs of the community foundation for services under this section and the agreement may be paid from the principal of the fund.

(4) The community foundation shall submit to the legislative body of the municipality an annual fund statement that includes all of the following information for the reporting period:

- (a) Beginning and ending fund balances.
- (b) Deposits to the fund, including interest and earnings from fund investments.
- (c) Documentation of distributions from the fund under subsection (2).
- (d) Documentation of any expenditures under subsection (3).
- (5) As used in this section, "fund" means an endowment and perpetual care fund established under subsection (1).

This act is ordered to take immediate effect.

Carol Morey Viventi

Secretary of the Senate

Jay E. Randall

Clerk of the House of Representatives

Approved

.....
Governor



Senate Fiscal Agency
P. O. Box 30036
Lansing, Michigan 48909-7536

BILL ANALYSIS



Telephone: (517) 373-5383
Fax: (517) 373-1886

Senate Bill 1125 (as enacted)
Sponsor: Senator Goeff Hansen
Senate Committee: Local Government and Elections
House Committee: Local Government

PUBLIC ACT 422 of 2014

Date Completed: 2-23-15

CONTENT

The bill amended Public Act 215 of 1937, which authorizes municipalities to own or control cemetery or burial grounds, to do the following:

- **Allow a municipality to establish an endowment and perpetual care fund for a municipally owned cemetery as part of an agreement with a community foundation.**
- **Require the community foundation annually to authorize two distributions of earnings from the fund to the municipality for care and maintenance of the cemetery.**
- **Require the cemetery to maintain records regarding the use of earnings from the fund.**
- **Allow the community foundation's fees and costs associated with the agreement to be paid from the principal of the fund.**
- **Specify information that the community foundation must submit to the municipality in an annual fund statement.**

The bill took effect on December 30, 2014.

Specifically, the bill allows a municipality that has a municipally owned cemetery to establish and maintain an irrevocable endowment and perpetual care fund as a component fund within a community foundation, by entering into an irrevocable agreement with the community foundation. (The Act defines "municipality" as a city, township, village, or county.)

The amounts deposited into the fund must be held in perpetuity by the community foundation, except that it annually must authorize two distributions of interest and other earnings to the municipality for care and maintenance of the cemetery. The withdrawals must be documented.

The cemetery must maintain records showing that earnings from the fund are used exclusively for endowment and for care and maintenance of the cemetery. The community foundation is not responsible for ascertaining that money paid to the municipality is spent for the limited purposes authorized by the bill.

Subject to terms of the irrevocable agreement, the community foundation's fees and costs for services under the bill and the agreement may be paid from the fund's principal.

The community foundation must submit to the municipality's legislative body an annual fund statement that includes the following information for the reporting period:

- Beginning and ending balances.
- Deposits to the fund, including interest and earnings from fund investments.
- Documentation of distributions from the fund to the municipality for cemetery care and maintenance.
- Documentation of any expenditures for the community foundation's fees and costs for services it provides under the agreement.

The bill defines "community foundation" as an organization that meets all of the following requirements:

- Has existed for at least 10 years.
- Has assets of at least \$10.0 million.
- Qualifies for exemption from Federal income taxation under Section 501(c)(3) of the Internal Revenue Code.
- Supports a broad range of charitable activities within the specific geographic area of Michigan that it serves, such as a municipality.
- Maintains an ongoing program to attract new endowment funds by seeking gifts and bequests from a wide range of potential donors in the geographic area served.
- Is publicly supported, as defined in Federal regulations.
- Meets the requirements for treatment as a single entity under Federal regulations.
- Is not a private foundation, as described in Section 509(a)(3) of the Internal Revenue Code.
- Has an independent governing body that represents the general public's interest and is not appointed by a single outside entity.
- Maintains continually at least one part-time or full-time employee beginning not later than six months after the community foundation is incorporated or established.
- Is subject to an annual independent financial audit.

In addition, for a community foundation incorporated or established after January 9, 2001, it must operate in a Michigan county that was not served by a community foundation when the foundation was incorporated or established, or must operate as a geographic component of an existing community foundation.

MCL 128.3 & 128.4

Legislative Analyst: Patrick Affholter

FISCAL IMPACT

The bill will have an unknown fiscal impact on a municipality that operates a cemetery and establishes an irrevocable endowment and perpetual care fund with a community foundation, as authorized by the bill. To the extent that the investment management and vehicles provided by the community foundation increase returns to the fund, additional revenue will be available for cemetery maintenance. For municipalities that use local general fund money to pay for cemetery maintenance, additional cemetery endowment earnings potentially will reduce the use of general fund revenue for cemetery maintenance. Depending on the types of investment vehicles used, however, the fund also will have increased investment risk with potential for volatility and losses. The endowment and perpetual care fund will be reduced by the fees and costs for services provided by the community foundation according to the agreement with the municipality.

Fiscal Analyst: Elizabeth Pratt

S1314s1125es

This analysis was prepared by nonpartisan Senate staff for use by the Senate in its deliberations and does not constitute an official statement of legislative intent.

CFNEM GENERAL INVESTMENT POOL

Investment Pool Rate of Return - by **Calendar Year** - as of December 31, 2020

Data from FIMS - FACTS Investment Performance Report*

	<u>Beginning Value</u>	<u>Receipts/ Disbursements</u>	<u>Net Investment Return</u>	<u>Ending Value</u>	<u>Rate of Return</u>
Total Pool Performance - 2000	\$ 11,317,206.76	\$ 310,602.53	\$ 256,550.96	\$ 11,884,360.25	2.2362%
Total Pool Performance - 2001	\$ 11,884,360.25	\$ 920,225.61	\$ (498,344.96)	\$ 12,306,240.90	-4.0370%
Total Pool Performance - 2002	\$ 12,306,240.90	\$ (987,506.58)	\$ (1,584,513.43)	\$ 9,734,220.89	-13.4139%
Total Pool Performance - 2003	\$ 9,734,220.89	\$ (185,000.00)	\$ 2,314,100.99	\$ 11,863,321.88	24.0009%
Total Pool Performance - 2004	\$ 11,863,321.88	\$ 265,371.83	\$ 1,280,351.61	\$ 13,409,045.32	10.6731%
Total Pool Performance - 2005	\$ 13,409,045.32	\$ 1,279,461.08	\$ 849,536.60	\$ 15,538,043.00	6.0471%
Total Pool Performance - 2006	\$ 15,538,043.00	\$ (265,480.95)	\$ 2,310,717.61	\$ 17,583,279.66	14.9995%
Total Pool Performance - 2007	\$ 17,583,279.66	\$ (381,384.03)	\$ 1,454,639.79	\$ 18,656,535.42	8.3636%
Total Pool Performance - 2008	\$ 18,656,535.42	\$ 361,856.91	\$ (5,404,504.88)	\$ 13,613,887.45	-28.6902%
Total Pool Performance - 2009	\$ 13,613,887.45	\$ (503,647.81)	\$ 2,872,874.95	\$ 15,983,114.59	21.5002%
Total Pool Performance - 2010	\$ 15,983,114.59	\$ (552,762.63)	\$ 2,007,222.31	\$ 17,437,574.27	12.7794%
Total Pool Performance - 2011	\$ 17,437,574.27	\$ 139,248.61	\$ 68,760.28	\$ 17,645,583.16	0.3928%
Total Pool Performance - 2012	\$ 17,645,583.16	\$ (184,770.28)	\$ 2,342,298.32	\$ 19,803,111.20	13.3440%
Total Pool Performance - 2013	\$ 19,803,111.20	\$ 1,044,575.74	\$ 4,560,517.98	\$ 25,408,204.92	22.4375%
Total Pool Performance - 2014	\$ 25,408,204.92	\$ 2,588,891.23	\$ 2,029,924.57	\$ 30,027,020.72	7.6020%
Total Pool Performance - 2015	\$ 30,027,020.72	\$ 47,089.47	\$ (265,242.84)	\$ 29,808,867.35	-0.8827%
Total Pool Performance - 2016	\$ 29,808,867.35	\$ 233,123.92	\$ 1,825,231.26	\$ 31,867,222.53	6.0993%
Total Pool Performance - 2017	\$ 31,867,222.53	\$ (52,501.33)	\$ 5,661,452.73	\$ 37,476,173.93	17.7804%
Total Pool Performance - 2018	\$ 37,476,173.93	\$ 1,469,594.47	\$ (2,286,051.98)	\$ 36,659,716.42	-5.9827%
Total Pool Performance - 2019	\$ 36,659,716.42	\$ (966,516.29)	\$ 7,296,524.95	\$ 42,989,725.08	20.1693%
Total Pool Performance - 2020	\$ 42,989,725.08	\$ 2,252,349.38	\$ 4,739,205.31	\$ 49,981,279.77	10.7426%

* This report includes investment and bank fees in net contributions

					<u>Average Rate of Return</u>
Three Year Total Return	\$ 37,746,173.93	\$ 2,755,427.56	\$ 9,749,678.28	\$ 49,981,279.77	8.3644%
Five Year Total Return	\$ 29,808,867.35	\$ 2,936,050.15	\$ 17,236,362.27	\$ 49,981,279.77	11.0219%
Ten Year Total Return	\$ 17,437,574.27	\$ 6,571,084.92	\$ 25,972,620.58	\$ 49,981,279.77	12.5332%



STRENGTHENING COMMUNITIES

Grants

Endowments

Planned Giving

Scholarships

AGENCY ENDOWMENT FUND AGREEMENT

THIS AGREEMENT is made on _____ (date) _____, by and between **The Community Foundation for Northeast Michigan**, a Michigan nonprofit corporation ("Foundation") and the **City Of Alpena**, Michigan ("Agency").

Preliminary Statements

Agency desires to create a charitable fund with respect to which Agency may benefit from charitable grants. The Foundation is a Michigan nonprofit corporation that is exempt from taxation under Internal Revenue Code ("Code") Section 501(c)(3) and a public charity described in Code Section 170(b)(1)(A)(vi), and the Foundation therefore is an appropriate institution within which to establish such a charitable fund. The Foundation is willing and able to accept and administer such an agency fund, subject to the terms and conditions of this agreement.

Agreement

The Foundation and Agency agree as follows:

- 1. NAME OF FUND.** As allowed by Public Act 422 of 2014 enacted by the State of Michigan, MCL 128.3, ("Public Act 422"), Agency establishes in the Foundation a component fund to be known as the "City of Alpena Cemetery Perpetual Care Fund" ("Fund"). Subject to the Foundation's right to reject any particular gift, the Foundation may receive additional gifts of property acceptable to the Foundation from time to time from Agency, all subject to the provisions of this Agreement. Each transfer of property to the Fund is irrevocable once the Foundation accepts the contributed property.
- 2. PURPOSE.** The purpose of the Fund is to support the Foundation's grant making and programming in furtherance of the Foundation's purposes. The specific purpose of the Fund shall be to provide support to the City of Alpena for the ongoing care and maintenance of the cemeteries it manages.
- 3. POLICIES AND PROCEDURES.** The Foundation shall administer the Fund in accordance with its policies and procedures in effect from time to time that are generally applicable to its Agency funds, except as otherwise provided in this Agreement or specified in Public Act 422.
- 4. DISTRIBUTION.** The Foundation shall annually authorize 2 distributions of interest and other earnings, net of administrative fees as provided below, to Agency for care and maintenance of its cemeteries. No distribution shall be made if the balance of the fund is below the principal gift value. A distribution to an individual or to an entity for the benefit of a particular individual is prohibited. No distribution shall be made from the Fund to any individual or entity, if such distribution will in the judgment of the Foundation, endanger the Foundation/s Code Section 501(c)(3) status.

5. **ADMINISTRATIVE PROVISIONS.** Notwithstanding anything in this Agreement to the contrary, the Foundation shall hold and administer the Fund, and all property that Agency contributes to the Fund, in accordance with the provisions of applicable federal and Michigan laws, this Agreement and the provisions of the Foundation's Articles of Incorporation, Bylaws and written policies in effect from time to time. The Board shall monitor the distribution of the Fund and shall have all powers of modification and removal specified in United States Treasury Regulations Section 1.170-A-g(e)(n)(v)(B). The Foundation shall amend this Agreement, if necessary, to conform to the provisions of any applicable law or government regulation in order to carry out the foregoing intention.
6. **REPORTS.** The Foundation shall provide to the Agency a Fund financial report annually that includes information regarding the beginning and ending value of the Fund, the deposits to the Fund, including interest and earnings from Fund investments, documentation of distributions from Fund to Agency, and documentation of any fees and expenses paid by the Fund to Foundation as provided below. In addition, the Agency may request a copy of the annual examination of the finances of the Foundation as reported upon by independent certified public accountants.
7. **CONDITIONS FOR ACCEPTANCE OF FUNDS.** Agency acknowledges that the establishment of the Fund is made in recognition of, and subject to, the terms and conditions of the Foundation's Articles of Incorporation, Bylaws and its policies and procedures in effect from time to time and that the Fund shall at all times be subject to those terms and conditions, including the Foundation's authority to exercise its variance power to modify any restriction or condition on the distribution of funds from the Fund for any specified charitable purpose or to any specified organization if, in the sole judgment of the Foundation's Board of Trustees, the restriction or condition becomes, in effect, unnecessary, incapable of fulfillment, or inconsistent with the charitable needs of the area that the Foundation serves.
8. **CONTINUITY.** The Fund shall continue so long as assets are available in the Fund and the purposes of the Fund can be served by its continuation.
9. **NOT A SEPARATE TRUST.** The Fund shall be a component part of the Foundation and shall not be segregated as trust property of a separate trust. The Foundation shall have exclusive legal control over all Fund property and all undistributed net income from Fund property.
10. **ACCOUNTING.** The Foundation shall account for Fund receipts and disbursements separately from those of other Foundation component funds. The Foundation may commingle the Fund property with the property of other Foundation component funds, if the separate identity of the Fund, and the distribution from it, are at all times maintained.
11. **INVESTMENT OF FUNDS.** The Foundation shall have all powers necessary, or in its sole discretion desirable, to carry out the purposes of the Fund, including, but not limited to, the power to retain, invest and reinvest the Fund and the power to commingle Fund property with of the property of other Foundation component funds for investment purposes. The foundation will invest the Fund in accordance with the investment policies in effect from time to time that the Foundation applies to its long-term endowed component funds.

12. **INSURANCE.** The Foundation shall obtain and maintain errors and omissions insurance coverage and employee dishonesty insurance coverage with limits consistent with best practices of community foundations in Michigan and provide evidence of same upon request by the Agency.
13. **ADMINISTRATIVE COSTS.** The Foundation periodically may charge against the Fund administrative costs in accordance with its fee schedule applicable to funds of this type, in effect from time to time. Any costs to the Foundation in accepting, transferring or managing property donated to the Foundation for the Fund may also be paid from the Fund.
14. **PUBLICITY.** The Foundation will make all distributions from the Fund in the name of the Fund. Except as required by law or restricted by this Agreement or a written request for anonymity, the Foundation may use materials submitted by the Agency, the Fund name and the Agency's name in connection with the Foundation's promotional efforts, printed materials, newsletters, annual report, electronic media and mailings. All marketing and solicitation materials drafted by the Agency with reference to the Fund must be submitted and approved by the staff of the Foundation prior to public dissemination.
15. **FOUNDATION REQUIREMENTS.** The Foundation hereby acknowledges that as of the date of this Agreement that it is a qualifying community foundation since it meets the requirements of MCL 128.3. It is hereby agreed that the Foundation shall continue, for as long as this Agreement is in effect, to use good faith efforts to comply with the requirements of MCL 128.3 as it may be amended from time to time. If the Foundation cannot continue as a qualifying community foundation, this Agreement will be terminated, and the Fund shall be transferred as provided in Section 17.
16. **DEFAULT.** If the Foundation defaults on its obligations and fails to cure the default within 30 days after notice from the Agency, the Agency may elect to terminate this Agreement. In such event, the Fund shall be transferred as provided in Section 17.
17. **TRANSFER OF FUND ON TERMINATION.** If the Fund is terminated due to default or otherwise, the Fund will be transferred to another qualifying community foundation to be chosen by the Agency or, if there is no such qualifying community foundation, the Fund shall be transferred to the Agency for purposes of maintaining cemeteries or for purposes that most nearly approximate the original purpose of the Fund.
18. **NOTICES.** All notices shall be in writing. Unless notice is given as to another address or email address, a notice may be delivered personally to a party, may be sent by certified mail, return receipt requested and postage prepaid, to:

City of Alpena
Attn: Rachel Smolinski, City Manager
208 N. First Avenue
Alpena, MI 49707

The Community Foundation for Northeast Michigan
Attn: Patrick Heraghty, Executive Director
P.O. Box 495
Alpena, MI 49707

19. MISCELLANEOUS.

- A. Amendments.** This Agreement may only be amended by the written agreement of the parties.
- B. Integrated Contract.** This is an integrated contract. It contains the full understanding of the parties and supersedes all other understandings, agreements or conditions, written or oral, regarding the subject matter of this Agreement.
- C. Michigan Law.** This Agreement has been executed in the State of Michigan and shall be governed by Michigan Law.
- D. Waiver.** The waiver by any party hereto of a breach or violation of any provision of this Agreement shall not be a waiver of any subsequent breach of the same or any other provision of this Agreement.
- E. Impairment.** If any section or provision of this Agreement is unenforceable for any reason, the unenforceability thereof shall not impair the remainder of this Agreement, which shall remain in full force and effect.
- F. Counterparts.** It is contemplated that this Agreement will be executed in multiple counterparts, all of which together shall be deemed to be one contract.
- G. Captions.** The captions in this Agreement are for convenience only and shall not be considered as part of this Agreement or in any way to amplify or modify the terms and provisions hereof.
- H. Enforcement.** This Agreement shall be enforceable only by the parties hereto and their successors in interest by virtue of an assignment which is not prohibited under the terms of this Agreement, and no other person shall have the right to enforce any of the provisions contained herein.
- I. Cumulative.** All rights and remedies set forth in this Agreement are cumulative and are in addition to any other legal or equitable rights and remedies.

{Signatures on next page}

Community Foundation for Northeast Michigan
Cemetery Fund Agreement
Signature Page

The Agency and the Foundation have caused this Agreement to be approved by their respective City Council and Board of Trustees and to be executed by authorized officers, all as of the day and year first written above.

CITY OF ALPENA

By: _____
Matt Waligora, Mayor

Date: _____

Approved as to form:

William A. Pfeifer
City Attorney

Date: _____

Anna Soik, City Clerk

Date: _____

“Agency”

**THE COMMUNITY FOUNDATION
FOR NORTHEAST MICHIGAN**

By: _____
Patrick Heraghty
Executive Director

Date: _____

“Foundation”



STRENGTHENING COMMUNITIES

Grants

Endowments

Planned Giving

Scholarships

AGENCY ENDOWMENT FUND

City of Alpena, Michigan (hereinafter referred to as Agency), hereby gives to the Community Foundation for Northeast Michigan (hereinafter referred to as Community Foundation), a Michigan non-profit corporation, the property described below to be used to establish a designated component fund with the Community Foundation to benefit the Agency. This contribution is made subject to the following conditions:

1. Fund Name. The Fund created by this gift will be known as the City of Alpena Cemetery Perpetual Care Fund (hereinafter referred to as the Fund) and will be so identified by the Community Foundation in all relevant literature, reports, promotional material, and other public documents.
2. Fund Property. Donor hereby transfers irrevocably to the Community Foundation a gift of _____. Subject to the right of the Community Foundation to reject any particular gift, the Community Foundation may receive additional irrevocable gifts of property acceptable to the Community Foundation from time to time from Donor, or from any other source, to be added to the Fund, all subject to the provisions hereof. All gifts, grants, bequests, and devises to this Fund shall be irrevocable once accepted by the Community Foundation.
3. Purpose of the Fund. The purpose of the Fund is to provide support to the City of Alpena for the ongoing care and maintenance of the cemeteries it manages. The purpose of the Fund will at all times be consistent with the exempt purposes of the Community Foundation as specified in its Articles of Incorporation and Bylaws.
4. Alternative Purpose of the Fund. In the event of the dissolution of the Agency, the Community Foundation shall thereafter continue to hold the assets constituting the Fund and shall make future distributions to such other organization(s) as the Agency board may recommend. In the event no alternate Agency is designated, the Community Foundation will choose an organization(s) which most nearly meets the original purpose of this agreement. The final approval of designation of any alternate Agency will lie solely with the Board of Trustees of the Community Foundation to ensure that the original intent of this agreement is followed.
5. Spending Policy. A portion of the Fund will be distributed at least annually to the Agency. It is Agency's intent that the principal of the Fund remains intact and not be subject to distribution. The Agency may, however, request that no distributions be made in any given year in an effort to build the Fund's assets. The amount of annual distributions from the Fund will be determined using the Community Foundation's spending policy, which may be amended from time to time. (At the time of the signing of this agreement, the spending policy is set at five (5%) percent of the net assets of a fund calculated on a 12-quarter rolling average. Since it is expected that the income from the Fund's investment will exceed five percent, the Fund is expected to continue to grow.)
6. Distributions. Distributions from the Fund may be used to for the purpose specified in paragraph 3 above. The governing board of the Agency reserves the right to recommend to the Trustees of the Community Foundation as to the distribution of *net income* from the fund. The term "net income" means the amount available for distribution from the Fund under the Foundation's spending policy in effect from time to time. *The principal of the Fund shall remain intact and not be subject to distribution, absent unusual circumstances.* Distributions shall be made *twice* annually and shall be in accordance with the spending policy established by the Community Foundation. Final responsibility for approval of all disbursements from the Fund shall rest with the Community Foundation Board of Trustees.

- 7. **Governance of the Fund.** The Fund will be the property of the Community Foundation and will not be deemed a separate trust fund held by it in a trustee capacity. Agency understands the Fund is subject to the terms and conditions of the Articles of Incorporation, Bylaws, and policies and procedures adopted from time to time by the Community Foundation, including provisions relating to: spending policy, presumption of donor's intent, and variance power, as described below:

VARIANCE POWER

Notwithstanding any provisions in the Bylaws or in any instrument of transfer, creating or adding to a fund of the Corporation, the Community Foundation for Northeast Michigan Board shall have the power to modify any restriction or condition on the distribution of funds for any specified charitable purpose or purposes or to a specified charitable organization or organizations if in the sole judgment of the board (without the necessity of the approval of any participating trustee, custodian, or agent), such restriction or condition becomes, in effect, unnecessary, incapable of fulfillment, illegal, or inconsistent with the charitable needs of the community or area served.

- 8. **Commingling of the Fund.** The property of the Fund may be commingled with the property of other component funds held by the Community Foundation, provided, however, that the separate identity of the Fund will be maintained and distributions from the Fund will be clearly identified as such to the grantees.
- 9. **Administrative Fees.** The Fund shall share a fair portion of the total investment and administrative costs of the Foundation. The administrative costs charged against the Fund will at all times be reasonable, will be in accordance with the current fee schedule applicable to funds of this type, as may be changed from time to time, and will not exceed usual and customary rates. The annual fee currently applicable to this type of fund is 1.35% per year, calculated on a 12-quarter rolling average a quarter of which is taken quarterly.

ACCEPTED BY:

City of Alpena, Michigan

 Matt Waligora - Mayor
 208 N. First Avenue
 Alpena, Michigan 49707
 Phone: (989) 354-1700

Date: _____

 Anna Soik – City Clerk
 208 N. First Avenue
 Alpena, Michigan 49707
 Phone: (989) 354-1700

Date: _____

Community Foundation for Northeast Michigan

 By: Patrick A. Heraghty
 Its: Executive Director

Date: _____



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

Planning, Development, & Zoning

To: Alpena Municipal Council
From: Montiel Birmingham, Director
cc: Rachel Smolinski, City Manager
Date: November 11, 2021
RE: Zoning Ordinance Amendments

Content covered and approved during the Planning Commission meeting on November 9th, 2021, included two amendments to the current zoning ordinance. The amendments are as follows:

1. Ordinance No. 21-465 – Food Trucks, Food Truck Parks, Veterinary Clinics
 - a. Food Trucks and Food Truck Parks were added to the following zones as Permitted by Right, with Supplemental Regulations:

TABLE OF PERMITTED USES & SPECIAL LAND USES																	
R = Permitted by right S = Permitted with a Special Use Permit	R1	R2	RT	RM 1	RM 2	OS1	CBD	CCD	B1	B2	B3	I1	I2	P1	WD	CR	PR
ACCOMMODATION AND FOOD SERVICES																	
<i>Food Trucks/Food Truck Parks</i>							R*	R*	R*	R*	R*	R*	R*	R*	R*		

- b. Veterinary Services/Animal Clinics/Animal Hospitals were added to zones CCD and B2 as Permitted with a Special Use Permit per the below.

TABLE OF PERMITTED USES & SPECIAL LAND USES																	
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AGRICULTURE/FOREST PRODUCTS																	
<i>Veterinary Services/Animal Clinics/Animal Hospitals</i>								S		S	S	R					

2. Ordinance No. 21-466 – Rezoned parcel at 1010 South 11th Ave from RM-2 to B-1
 - a. Parcel is located on the corner of 11th and Park and is adjacent to property currently zoned as B-1

Denise Cline, NEMCOG, is available online to review the amendments and City Attorney, Bill Pfeifer will conduct the first reading of each ordinance. The ordinance changes shall take effect upon the expiration of seven days after the publication of the notice of adoption.



City of Alpena Ordinance No. 21-465

An ordinance to amend the City of Alpena Zoning Ordinance Article 2 (Construction of Language and Definitions), Article 5 (District Regulations), and Article 7 (Supplemental Development Regulations).

City of Alpena, Alpena County, Michigan ordains:

SECTION 1: AMENDMENT TO THE CITY OF ALPENA ZONING ORDINANCE

That the City of Alpena Zoning Ordinance, Article 2 (Construction of Language and Definitions) is hereby amended to read as follows:

Section 2.1 Definitions

(Add the following)

FOOD TRUCK. Any structure, vehicle, or trailer designed as a complete and transportable unit and used as a mobile business to sell prepared food or drink for human consumption from a stationary location during serving hours. Food trucks exclude structures which are installed with a permanent foundation as well as tent-walled structures. Also called a Mobile Food Vendor. This definition does not include mobile food trucks which distribute food and drink as they are driving throughout the community (i.e. mobile ice cream truck).

FOOD TRUCK PARK. A lot or lots under the control of a person or entity upon which two (2) or more Food Trucks are located on a continual basis and which is offered to the public for the purpose of conducting commerce relating to the sale of prepared food or drink.

That the City of Alpena Zoning Ordinance Article 5.26 (Use Matrix) is hereby amended to read as follows:

TABLE OF PERMITTED USES & SPECIAL LAND USES																	
R = Permitted by right S = Permitted with a Special Use Permit	R1	R2	RT	RM 1	RM 2	OS1	CBD	CCD	B1	B2	B3	I1	I2	P1	WD	CR	PR
ACCOMMODATION AND FOOD SERVICES																	
Food Trucks/Food Truck Parks							R*	R*	R*	R*	R*	R*	R*		R*		
AGRICULTURE/FOREST PRODUCTS																	
Veterinary Services/Animal Clinics/Animal Hospitals								S		S	S	R					

Section 5.11 (WD) Waterfront Development District:

B. Uses Permitted by Right & Special Land Uses (Accommodation/Food Services section)

R = Permitted by right S = Permitted with a Special Use Permit *uses with Supplemental Regulations -Article 7	WD
ACCOMMODATION/FOOD SERVICES	
Bakeries (goods produced & sold on-site)	R
Bed & Breakfasts	R*
Coffee Shops	R
Convention Centers/Conference Centers/Banquet Halls	R
<i>Drinking Establishments</i>	R
<i>Food Trucks/Food Truck Parks</i>	R*
<i>Hotels & Motels & Resorts (attached or detached units)</i>	R*
<i>Microbreweries</i>	R
Resorts with ancillary uses other than swimming pools	S
<i>Restaurants without Drive-Through</i>	R
<i>Restaurants with Outdoor Dining (Dining on private property)</i>	R*
<i>Restaurants w/ Outdoor Dining (public ROW)</i>	S*
Wholesale trade of fresh fish	R

Section 5.12 (CBD) Central Business District:

B. Uses Permitted by Right & Special Land Uses (Accommodation/Food Services sections)

R = Permitted by right S = Permitted with a Special Use Permit *uses with Supplemental Regulations -Article 7	CBD
ACCOMMODATION AND FOOD SERVICES	
Bakeries (goods produced & sold on-site)	R
Bed & Breakfasts	R*
Coffee Shops	R
Convention Centers/Conference Centers/Banquet Halls	R
<i>Drinking Establishments</i>	R
<i>Food Trucks/Food Truck Parks</i>	R*
<i>Hotels & Motels & Resorts (attached or detached units)</i>	R*
<i>Microbreweries</i>	R
Resorts with ancillary uses other than swimming pools	S
<i>Restaurants with Drive-Through</i>	S*
<i>Restaurants without Drive-Through</i>	R
<i>Restaurants with Outdoor Dining (Dining on private property)</i>	R*
<i>Restaurants with Outdoor Dining (Dining public right-of-way)</i>	S*

Section 5.14 (CCD) Commercial Corridor District:

B. Uses Permitted by Right & Special Land Uses (Accommodation/Food Services and Agriculture/Forest Products sections)

R = Permitted by right S = Permitted with a Special Use Permit *uses with Supplemental Regulations -Article 7	CCD
ACCOMMODATION AND FOOD SERVICES	
Bakeries (goods produced & sold on-site)	R
Bed & Breakfasts	R*
<i>Caterers/Food Service Contractors</i>	R
Coffee Shops	R
Convention Centers/Conference Centers/Banquet Halls	R
<i>Drinking Establishments</i>	R
<i>Food Trucks/Food Truck Parks</i>	R*
<i>Hotels & Motels & Resorts (attached or detached units)</i>	R*
<i>Microbreweries</i>	R
Resorts with ancillary uses other than swimming pools	S
<i>Restaurants without Drive-Through</i>	R
<i>Restaurants with Outdoor Dining (Dining on private property)</i>	R*
<i>Restaurants with Outdoor Dining (Dining public right-of-way)</i>	S*
AGRICULTURE/FOREST PRODUCTS	
<i>Veterinary Services/Animal Clinics/Animal Hospitals</i>	S

Section 5.16 (B-1) Local Business District:

B. Uses Permitted by Right & Special Land Uses (Accommodation/Food Services sections)

R = Permitted by right S = Permitted with a Special Use Permit *uses with Supplemental Regulations -Article 7	B1
ACCOMMODATION AND FOOD SERVICES	
<i>Bakeries (goods produced & sold on-site)</i>	R
<i>Coffee Shops</i>	R
<i>Drinking Establishments</i>	R
<i>Food Trucks/Food Truck Parks</i>	R*
<i>Restaurants without Drive-Through</i>	R
<i>Restaurants with Outdoor Dining (Dining on private property)</i>	R*
<i>Restaurants with Outdoor Dining (Dining public right-of-way)</i>	S*

Section 5.17 (B-2) General Business District:

B. Uses Permitted by Right & Special Land Uses (Accommodation/Food Services and Agriculture/Forest Products sections)

R = Permitted by right S = Permitted with a Special Use Permit *uses with Supplemental Regulations -Article 7	B2
ACCOMMODATION AND FOOD SERVICES	
<i>Bakeries (goods produced & sold on-site)</i>	R
<i>Caterers/Food Service Contractors</i>	R
<i>Coffee Shops</i>	R
<i>Convention Centers/Conference Centers/Banquet Halls</i>	R
<i>Drinking Establishments</i>	R
<i>Food Trucks/Food Truck Parks</i>	R*
<i>Hotels & Motels & Resorts (attached or detached units)</i>	R*
<i>Microbreweries</i>	R
<i>Resorts with ancillary uses other than swimming pools</i>	S
<i>Restaurants without Drive-Through</i>	R
<i>Restaurants with Drive-Through</i>	R*
<i>Restaurants with Drive-Up (eat in car)</i>	R
<i>Restaurants with Outdoor Dining (Dining on private property)</i>	R*
<i>Restaurants with Outdoor Dining (Dining public ROW)</i>	S*
AGRICULTURE/FOREST PRODUCTS	
<i>Agricultural Equipment Dealers</i>	R
<i>Greenhouses/Nurseries/Landscaping</i>	S*
<i>Veterinary Services/Animal Clinics/Animal Hospitals</i>	S

Section 5.18 (B-3) Commercial District:

B. Uses Permitted by Right & Special Land Uses (Accommodation/Food Services sections)

R = Permitted by right S = Permitted with a Special Use Permit *uses with Supplemental Regulations -Article 7	B3
ACCOMMODATION AND FOOD SERVICES	
<i>Bakeries (goods produced & sold on-site)</i>	R
<i>Caterers/Food Service Contractors</i>	R
<i>Coffee Shops</i>	R
<i>Convention Centers/Conference Centers/Banquet Halls</i>	R
<i>Drinking Establishments</i>	R
<i>Food Trucks/Food Truck Parks</i>	R*
<i>Hotels & Motels & Resorts (attached or detached units)</i>	R*
<i>Microbreweries</i>	R
<i>Resorts with ancillary uses other than swimming pools</i>	S
<i>Restaurants without Drive-Through</i>	R
<i>Restaurants with Drive-Through</i>	R*
<i>Restaurants with Drive-Up (eat in car)</i>	R
<i>Restaurants with Outdoor Dining (Dining on private property)</i>	R*
<i>Restaurants with Outdoor Dining (Dining public right-of-way)</i>	S*

Section 5.19 (I-1) Light Industrial District:

B. Uses Permitted by Right & Special Land Uses (Accommodation/Food Services section)

R = Permitted by right S = Permitted with a Special Use Permit *uses with Supplemental Regulations -Article 7	I1
ACCOMMODATION AND FOOD SERVICES	
<i>Caterers/Food Service Contractors</i>	R
<i>Food Trucks/Food Truck Parks</i>	R*
<i>Microbreweries</i>	R

Section 5.20 (I-2) General Industrial District:

B. Uses Permitted by Right & Special Land Uses (Accommodation/Food Services section)

R = Permitted by right S = Permitted with a Special Use Permit *uses with Supplemental Regulations -Article 7	I2
ACCOMMODATION AND FOOD SERVICES	
<i>Food Trucks/Food Truck Parks</i>	R*

That the City of Alpena Zoning Ordinance, Article 7 (Supplemental Development Regulations) is hereby amended to read as follows:

(ADD NEW SECTION)

Section 7.42 Food Trucks and Food Truck Parks

- A. **Scope.** Food trucks regulated by this Section are intended to be stationary establishments. These regulations do not apply to mobile food trucks which distribute food and drink as they are driving throughout the community (i.e. mobile ice cream truck). These regulations apply to food trucks on private property. Food trucks on public property are not regulated by this Ordinance.
- B. **Approval.**
1. A zoning permit is required for food trucks. The food truck may apply for a zoning permit for a permanent, stationary location or to rotate between multiple, stationary locations. The zoning permit shall state all locations at which the food truck is permitted to operate. If the location changes, they may apply for an amended zoning permit.
 - a. The Zoning Administrator is authorized to review the plot plan and issue approval, approval with conditions, or disapproval in instances in which one (1) food truck is planned for one (1) property or for multiple properties.
 - b. The Planning Commission is authorized to review the plot plan and issue approval, approval with conditions, or disapproval in instances in which a food truck park is planned for one (1) property.
 2. The property owner shall submit a plot plan pursuant to **Section 6.1**. The plot plan shall show the planned parking for any food trucks on a lot as well as all planned outdoor seating.
 3. A zoning permit may be transferred to a new food truck that is replacing the one designated in the zoning permit. The new food truck shall comply with all standards and conditions as the original food truck.
 4. A food truck shall not operate on private property without first obtaining written consent to operate from the affected private property owner.
 5. Food trucks may be placed as stand-alone units on a property without a principal building or may be placed on a lot in conjunction with a principal building.

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. 21-465 of the City of Alpena, adopted by at a meeting of the Alpena City Council held on _____.

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

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

**City of Alpena
Ordinance No. 21-466**

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:

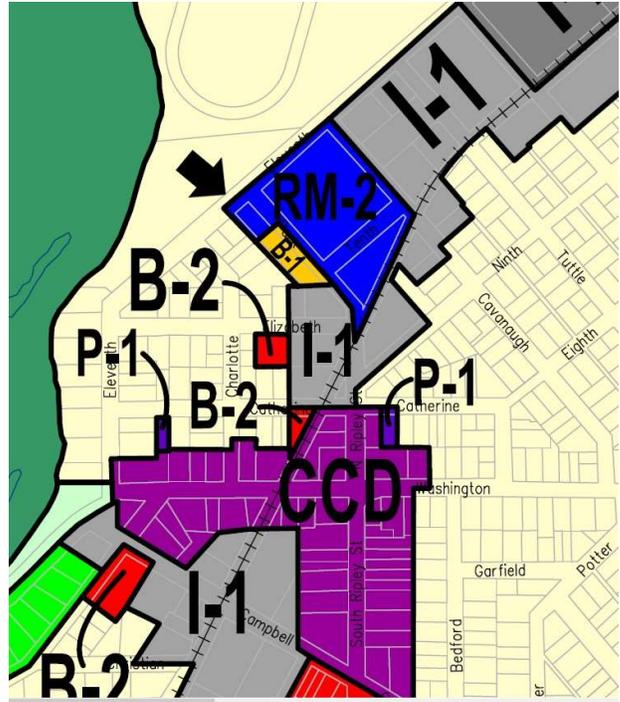
The parcel located at 1010 South 11th Avenue shall be rezoned from RM-2 to B-1.

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.

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Matthew J. Waligora, Mayor

Anna Soik, Clerk/Treasurer/Finance Director

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

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

Memorandum



Date: November 10, 2021

To: Mayor and City Council Members

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

From: Shannon Smolinski, Harbormaster 

Subject: City of Alpena Marina – Rural Development Grant

In October 2021, the Michigan Department of Agriculture and Rural Development released a request for proposals for the 2022 Rural Development Fund Grant. The purpose of these funds is to develop sustainable industries and support infrastructure improvements within rural counties or Micropolitan areas such as Alpena County. Grant projects eligible through the grant include Infrastructure Development, Rural Capacity Building, Business Development and Talent Development and Training. Grant funds are available up to \$100,000 with a 30% match.

After review of the criteria, grant requirements and needs of the City, it was determined our best course of action was to pursue this grant funding to aid with the continued revitalization process for the Alpena Marina.

As staff continue to work through the master planning process for the Marina, one area of repeat concern has been the deteriorating condition of the Marina shop and storefront and its perception to the visiting public. The building has been neglected for several years and is now in need of substantial repairs. While the proposed project budget is not substantial enough to completely remodel the facilities, it would provide a much-needed facelift for the building and address the most pressing issues. The proposed project, budgeted at \$135,000, would include replacement of the windows, siding the exterior, replacement of the employee restrooms, heating, and cosmetic upgrades to the interior. Alternatively, a price would be requested to replace the shingles if funds were still available. If successful and the grant timeline holds, the work could begin as early as May 2022. Since the project can begin before next fiscal year, we cannot budget for the entire match as part of the CIP process.

In August, bids were received for the currently budgeted potable water system. The bids received were over the proposed budgeted amount. After reevaluating the project, discussing with permitting authorities, and reviewing options, it is my opinion that the potable water project can be done inhouse if we purchase the materials and replace the lines utilizing our own workforce for approximately \$10,000 of the originally budgeted \$30,000.

If we reject the bids for the potable water system and complete the work inhouse, we could utilize the \$20,000 remaining from the potable water project and commit to budgeting the remaining \$15,000 in the 2021-22 budget year as the match. In addition, we are looking into other funding sources for the improvements including pursuing a façade grant through the DDA.

This project was presented to the Harbor Advisory Committee for their input. After discussion, the committee agreed to and approved staff submitting the grant submittal and suggested budget changes required to make the match.

It is, therefore, my recommendation for Council to reject the potable water system bids for being overbudget. I would then recommend Council approve the submittal of the Rural Development Fund Grant for the remodeling of the Alpena Marina shop and storefront building utilizing the \$20,000 proposed budget surplus from the potable water system and commit to processing the remaining \$15,000 through the CIP and budget process.

Announcement of awards is expected sometime in February 2022. The grant requires that the project will not begin until after the grant agreements have been executed possibly in March 2022. The proposed work must be completed within eighteen months.





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

DATE: November 10, 2021
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: Downtown Alpena Parking

At its November 2, 2021 Board Meeting, the Alpena Downtown Development Authority (DDA) discussed changing certain parking policies in Downtown Alpena, after City Council requested they research certain options after its October 4, 2021 meeting, where concerns about the availability of convenient on-street parking for customers was shared by downtown business owners. Over the last month, the DDA Parking Committee, with input from City Staff, has researched other communities' parking policies and discussed changes to our current parking policies. At its November 2 meeting, the Alpena DDA Board of Directors made the following recommendations pertaining to downtown parking policies for Alpena City Council to consider:

- Primarily, that the City consider implementing an escalating fine system for repeat offenders;
- Secondly, that the City consider prohibiting overnight parking on streets within the DDA district year-round;
- Lastly, that the City, with the DDA, start to explore the long-term strategy of pay-for parking options within the downtown district.

You can see an overview of the options on the following page. We are well aware that parking has remained an issue within the downtown for many years, and we hope that these three options will help us develop a long-term strategy to prioritize convenient, on-street parking for downtown visitors and customers as our downtown continues to grow.

I will be at the City Council meeting on November 15, 2021 to answer any questions you may have.

989.356.6422

anneg@alpena.mi.us

www.downtownalpenami.com

A handwritten signature in blue ink that reads "Anne Gentry".

Anne Gentry
Executive Director



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

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Escalating Fine System

Currently, parking violations only rise in fines if they go unpaid over time (\$10/\$20/\$40). Many of the citations issued for overtime parking are for repeat offenders who receive numerous violations over the year. With an escalating fine system, the fine for a parking violation would raise if multiple citations are issued to the same vehicle.

Proposal:

- Raise fines for parking violations if multiple citations are issued to the same license plate:
 - First offense \$10 (if unpaid after 10 days- \$20)
 - Second offense \$25 (if unpaid after 20 days- \$50)
 - Third offense \$50 (if unpaid after 40 days- \$100)
 - Once the violation fine raises to this amount, it remains there for any future violations.
- Escalating fines would apply to DDA-issued overtime parking violations only.
- City Council would need to approve procedure and fee schedule change.

Cost: New ticket books for DDA \$2,000-\$3,000 (estimate from 2020)

Overnight On-Street Parking

Currently, on-street overnight parking is prohibited November 1- April 1 for snow removal. It was discussed prohibiting on-street parking overnight in the DDA district for the entire year so that apartment tenants can't park their car from 4 pm- 11 am. We also discussed allowing overnight parking in lots from April 1- November 1.

Proposal:

- Change ordinance to prohibit overnight, on-street parking year-round in the DDA district.
- Change ordinance to allow overnight parking in parking lots throughout the DDA district from April 1- November 1.

Cost: New signage for street parking throughout the DDA district \$300-\$500

Paid Parking

The DDA has discussed installing pay-for-parking stations throughout the high-use parking areas for the downtown as a long-term goal to improve parking downtown. With paid parking, pay stations would be installed in areas with the highest parking demands (on-street and in parking lots). The DDA would have the ability to:

- Set days and hours when stations are turned on, including turning off for certain events, seasons, etc.
- Set hourly rates for parking, including any complementary time
- Allow businesses or organizations to endorse parking
- Have a higher level of enforcement
- Invest in other projects downtown, including snow removal, parking lot improvements, and additional parking infrastructure

Costs: Depending on areas of installation, estimated range \$150,000- \$200,000