

ALPENA CITY COUNCIL MEETING

December 06, 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 of November 15, 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 \$631,763.68.
 - B. Approval of Consulting Services for ARPA Grant.
 - C. Council Appointment of Nickolas Lee to the Recreational Advisory Board for a Three-Year Term Expiring on December 01, 2024.
 - D. Approval of the 2022 Council Meeting Schedule.
 - E. Approval of the Memorial Day, Fourth of July and Christmas Parades Held Within the City Limits in 2022.
 - F. Approval of a Budget Amendment Request to Reduce General Fund Balance by \$11,322 Due to the Discovery of a Budget Error.
 - G. Approval of a Budget Amendment Request to Increase General Fund Balance by \$22,662 Due to the Personal Property Tax Reimbursement Being Higher than Budgeted and to Amend the Budget After a Review of the October Monthly Financial Reports.
 - H. PA 152 Insurance Opt-Out.
 - I. Alpena County Youth and Recreation Grant Agreement for Culligan Plaza.
 - J. Economic Development Administration Grant Application Submittal and Resolutions.

8. Presentations.
9. Announcements.
10. Mayoral Proclamation.
11. Report of Officers.
 - A. 2022 Property and Liability Insurance Bid Recommendation – Rachel Smolinski, City Manager.
 - B. Second Reading of Ordinance 21-465 Which Amends the City of Alpena Zoning Ordinance Articles 2, 5 and 7 – Bill Pfeifer, City Attorney.
 - C. Second Reading of Ordinance 21-466 Which Amends the City of Alpena Zoning Map – Bill Pfeifer, City Attorney.
 - D. First Reading of Ordinance 21-467 Which Amends Chapter 18, Section 18-1 of the Medical Marihuana Facilities and Adult-Use Marihuana Establishments – Bill Pfeifer, City Attorney.
 - E. Costs and Voter Turnout of the November 2, 2021 Election – Leilan Bruning, Deputy Clerk.
12. Communications and Petitions.
13. Unfinished Business.
14. New Business.
 - A. Fluoride Presentation – Stephen Shultz, City Engineer.
 - B. City-Wide Boiler Inspection Bid Recommendation – Stephen Shultz, City Engineer.
 - C. Bagged Leaf and Lawn Material Pickup Bid Recommendation – Stephen Shultz, City Engineer.
15. Adjourn to Closed Session for Attorney/Client Discussion of the Sale of City-Owned Property Located at US 23 North.
16. Return to Open Session.
17. Possible Action on Sale of City-Owned Property Located at US 23 North.
18. Adjourn.

Rachel Smolinski
City Manager

COUNCIL PROCEEDINGS

November 15, 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 and closed sessions of November 01, 2021, and special session of November 09, 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 \$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.
- 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.

PERPETUAL LOT CARE FUND

A presentation was made by Anna Soik, Clerk/Treasurer/Finance Director, and Patrick Heraghty, Executive Director of the Community Foundation of Northeast Michigan, to gift the funds of the Perpetual Lot Care Fund to the foundation. In turn, the City will receive interest earnings which can be used to cover expenses related to the operation and maintenance of the cemetery. Two different options were presented by Mr. Heraghty and a recommendation from City Manager Smolinski and Clerk Soik will be made at the next Council meeting.

ORDINANCE 21-465

Attorney Pfeifer delivered the first reading of ordinance 21-465 which amends the City of Alpena zoning ordinance articles 2, 5 and 7.

ORDINANCE 21-466

Attorney Pfeifer delivered the first reading of ordinance 21-466 which amends the City of Alpena zoning map.

RURAL DEVELOPMENT GRANT

Moved by Councilmember Nowak, seconded by Mayor Pro Tem Johnson, to reject the potable water system bids for being overbudget.

Motion carried 5-0.

Moved by Councilmember Nowak, seconded by Mayor Pro Tem Johnson, to approve the submittal of the Rural Development Fund Grant for the remodeling of the Alpena Marina shop utilizing the \$20,000 budget surplus and commit the remainder of \$15,000 during the Capital Improvement Plan process.

Motion carried 5-0.

DDA PARKING RECOMMENDATIONS

Anne Gentry, Executive Director of the DDA, presented options, for the Municipal Council to consider, which pertain to parking in the downtown as the result of concerns of available on-street parking. Those options include implementing an escalating fine system for repeat offenders; prohibit overnight parking on streets within the DDA district year-round; and pay-for-parking within the downtown district. The Municipal Council requested additional information from Ms. Gentry on opening some parking lots year-round and additional information from the DDA Board and Parking Committee for implementing parking meters in the downtown.

ADJOURN

On motion of Councilmember Nowak, seconded by Mayor Pro Tem Johnson, the Municipal Council adjourned at 7:41 p.m.

Matthew Waligora
Mayor

ATTEST:

Anna Soik
City Clerk

INVOICE REGISTER

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EXP CHECK RUN DATES 12/07/2021 - 12/07/2021
UNJOURNALIZED
OPEN - CHECK TYPE: PAPER CHECK

VENDOR	INVOICE #	DESCRIPTION	AMOUNT
A-1 TREE SERVICE	21-311	STUMP GRINDING - MAJ/LOC ST	4,620.00
A-1 TREE SERVICE	21-312	BAGGED LAWN & LEAF PICK-UP 11/21	10,100.00
AIRGAS USA LLC	9983622068	VEH MAINT - EQ	70.29
AIRGAS USA LLC	9119628347	SUPPLIES - EMS DISP	49.82
ALPENA COMMUNITY COLLEGE	380203	21-22 CONSORTIUM FEE	500.00
ALPENA DIESEL SERVICE	70877	VEH MAINT - EQ	166.73
ALPENA DIESEL SERVICE	71013	VEH MAINT - EQ	37.64
ALPENA DIESEL SERVICE	71015	VEH MAINT - EQ	194.46
ALPENA DIESEL SERVICE	71028	VEH MAINT - EQ	223.50
ALPENA DIESEL SERVICE	71097	VEH MAINT - EQ	117.35
ALPENA DIESEL SERVICE	71115	VEH MAINT - EQ	268.04
ALPENA POWER COMPANY	120721	ELECTRIC	4,330.15
AMAZON CAPITAL SERVICES INC	1QDN-TTR4-NW4Q	UNIFORMS - POL/FIRE/EMS	130.20
ANNA SOIK	110421	MILEAGE 11/21	14.00
ANNE GENTRY	120121	REIMB CELL PHONE EXP - DDA	180.00
ASSOC OF PUBLIC TREASURERS	23797	2021-22 MEMBERSHIP DUES	259.00
BELL EQUIPMENT COMPANY	P03494	VEH MAINT - EQ	1,333.42
BERG ASSESSING & CONSULTING INC	113021	ASSESSING CONTRACTED SVCS 12/21	7,083.00
BIO-CARE INC	8747	MEDICAL EXAM/TESTING - FIRE/EMS	360.00
BOUND TREE MEDICAL LLC	84288252	SUPPLIES - EMS DISP	249.12
BOUND TREE MEDICAL LLC	84278330	SUPPLIES - EMS DISP	1,839.58
BOUND TREE MEDICAL LLC	84278331	SUPPLIES - EMS DISP	842.00
BOUND TREE MEDICAL LLC	84280034	SUPPLIES - EMS DISP	270.01
CARAHSOFT TECHNOLOGY CORPORATION	30218138.001INV	SELECT/OPEN ROADS SUBSCR - IT	6,258.00
CERTA SITE LLC	10891522	BLDG MAINT - FIRE/EMS	157.25
CERTA SITE LLC	10958115	EXT MAINT - POLICE	112.23
CERTA SITE LLC	11051042	EXT MAINT - POLICE	32.00
CHARLIE SCIMONE	111121	TREE REIMB - LOC ST	150.00
CHARLOTTE WERTH	AP21-2230C	AMBULANCE REFUND	77.38
CHARTER COMMUNICATIONS	0161607112121	FAX LINE - PUBLIC SAFETY	39.99
CHARTER COMMUNICATIONS	0161615112521	FAX LINE - CITY HALL	79.98
CHARTER TOWNSHIP OF ALPENA	113021	REIMBURSE GARAGE NATURAL GAS - FIRE/E	27.77
CITY OF ALPENA	213-001 1121	SEW/WATER - MCRAE	426.42
CITY OF ALPENA	214-001 1121	SEW/WATER - MCRAE CONC STND	36.66
CITY OF ALPENA	214-007 1121	SEW/WATER - 9TH AVE TWR	1,253.63
CITY OF ALPENA	4521-001 1121	SEW/WATER - LONG LK COLD STORAGE	76.98
CITY OF ALPENA	6431-002 1121	SEW/WATER - N RIVERFRONT PK	1,020.88
CITY OF ALPENA	6432-001 1121	SEW/WATER - LONG LK AVE	819.54
CITY OF ALPENA	10354-001 1121	SEW/WATER - TRAILHEAD	103.86
DEAN ARBOUR FORD LINCOLN MERCURY	33557	VEH MAINT - POLICE	2,617.06
DEAN ARBOUR FORD LINCOLN MERCURY	33559	VEH MAINT - POLICE	15.77
DEAN ARBOUR FORD LINCOLN MERCURY	33588	VEH MAINT - POLICE	7.20
DEAN ARBOUR FORD LINCOLN MERCURY	33599	VEH MAINT - EMS	74.58
DONALD GOSSELIN	111921	WORK APPAREL ALLOW - PW	215.01
DTE ENERGY	110521	NATURAL GAS - DDA	54.30
EAGLE SUPPLY CO	119636	SUPPLIES - CITY HALL	48.40
EAGLE SUPPLY CO	120341	SUPPLIES - FIRE/EMS	301.00
EAGLE SUPPLY CO	120398	SUPPLIES - CITY HALL	69.00
ELMER'S CRANE AND DOZER INC	20 VALVES 2020-02	2020 VALVE REPLACEMENT PROJ	7,540.00
ELMER'S CRANE AND DOZER INC	21 VALVES 2021-01	2021 VALVE REPLACEMENT PROJ	22,680.00
ENVIRONMENTAL SYSTEMS RESEARCH	94135477	ARCGIS SOFTWARE - IT	700.00
ETNA SUPPLY	S104286868.001	SUPPLIES - EQUIP	1,900.00
ETNA SUPPLY	S104204706.002	MAINT - WATER	220.00
EVERETT GOODRICH TRUCKING	HMA 2021-03	HMA PATCHING 2021	9,312.78
EVERETT GOODRICH TRUCKING	32893	STORES - COLD PATCH	1,231.68
FALLS CREEK PRODUCE AND FLOWERS	000212	GREENERY - DDA	1,400.00
FASTENAL COMPANY	MIALP188166	SUPPLIES - MARINA	17.09
FASTENAL COMPANY	MIALP188004	SUPPLIES - MARINA	270.00
FASTENAL COMPANY	MIALP188142	MAINT - MAJ ST	17.04
FASTENAL COMPANY	MIALP188187	VEH MAINT - EQ	3.28
FASTENAL COMPANY	MIALP188245	VEH MAINT - EQ	73.05
FASTENAL COMPANY	MIALP188258	VEH MAINT - EQ	3.28
FRONTIER	P21696QGDZ	TELEPHONE - MARINA	222.67
GIAMARCO MULLINS & HORTON PC	36	ATTY FEES - GENERAL	2,932.92
GILMET CONSTRUCTION SERVICES	113021	BLDG/PLAN/ZONE/CODE SVCS 11/21	2,235.00
GRAND TRAVERSE CRANE CORP	22790-G	VEH MAINT - EQ	568.00
HOME DEPOT CREDIT SERVICES	8610407	MAINT - CEMETERY	54.89
HOME DEPOT CREDIT SERVICES	7074706	SUPPLIES - MARINA	29.88

INVOICE REGISTER

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EXP CHECK RUN DATES 12/07/2021 - 12/07/2021
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VENDOR	INVOICE #	DESCRIPTION	AMOUNT
HOME DEPOT CREDIT SERVICES	3010952	SUPPLIES - MARINA	117.77
HOME DEPOT CREDIT SERVICES	2024768	SUPPLIES - MARINA	104.89
HOME DEPOT CREDIT SERVICES	11145	SUPPLIES - MARINA	95.84
HOME DEPOT CREDIT SERVICES	7011350	SUPPLIES - BLDG	42.95
HOME DEPOT CREDIT SERVICES	5011532	SUPPLIES - MARINA	60.18
HOME DEPOT CREDIT SERVICES	4020094	SUPPLIES - MARINA	23.22
HOME DEPOT CREDIT SERVICES	3011691	SUPPLIES - MARINA	141.46
HOME DEPOT CREDIT SERVICES	9011877	SUPPLIES - MARINA	90.56
HOME DEPOT CREDIT SERVICES	8020439	SUPPLIES - MARINA	17.66
HOME DEPOT CREDIT SERVICES	8020440	SUPPLIES - PARKS	196.81
HOME DEPOT CREDIT SERVICES	8020445	SUPPLIES - MARINA	29.74
HOME DEPOT CREDIT SERVICES	7012100	SUPPLIES - PARKS	51.64
HOME DEPOT CREDIT SERVICES	6611728	SUPPLIES - PARKS	53.51
HOME DEPOT CREDIT SERVICES	2020734	SUPPLIES - MARINA	108.70
HURON ENGINEERING AND SURVEYING INC	4613	TESTING SERVICES - SEWWATER	640.00
INK AND TONER ALTERNATIVE	21-8058	SUPPLIES - IT	514.93
JCI JONES CHEMICALS INC	872957	SODIUM HYPOCHLORITE - SEWER	5,223.94
JEROMES TOWING	21-3289	IMPOUND TOWING - POLICE	65.00
JOHN MILLER	AP21V-2925C	AMBULANCE REFUND	200.00
JUSTIN KARSTEN	AP21-2141C	AMBULANCE REFUND	200.00
LEFAVE PHARMACY INC	111221	SUPPLIES - EMS DISP	103.49
LIFELOC TECHNOLOGIES INC	357782	SUPPLIES - POLICE	42.00
MACARTHUR CONSTRUCTION INC	L/O 2020-08	SEWER/WATER MAINS - LAFOREST/OLIVER	277,250.29
MACARTHUR CONSTRUCTION INC	L/O 2020-08A	SEWER/WATER MAINS - LAFOREST/OLIVER	96,078.05
MHR BILLING	4019	BILLING 10/21 - EMS	6,173.88
MICHIGAN ASSN OF FIRE CHIEFS	03793	2022 MEMBERSHIP DUES	145.00
MICHIGAN CREDIT SERVICES	20468	SUBSCRIPTION - MANAGER	300.00
MICHIGAN PIPE & VALVE	T016604	STORES - FERNCO	462.95
MICHIGAN PIPE & VALVE	T017728	STORES - VALVE BOX TOP	900.00
MICHIGAN PIPE & VALVE	T017818	STORES - CMP	1,424.00
MICHIGAN STATE FIREMEN'S ASSOC	120121	2022 MEMBERSHIP DUES	75.00
MICHIGAN STATE UNIVERSITY	1603	STRATEGIC PLANNING WORKSHOP	4,972.06
MID MICHIGAN HEALTH	700000774 11/21	EMPLOYEE PHYS - PLAN/BLDG	158.00
MID MICHIGAN HEALTH	700002815	EMPLOYEE PHYS - POLICE	75.00
MILLER OFFICE MACHINES	AR17466	SUPPLIES - DDA	21.58
MISS DIG SYSTEM INC	20220015	2022 PARTICIPATION FEE	4,577.31
NALCO COMPANY LLC	6600800403	POLYMER VELIGON - WATER	2,023.50
NEMCOG	09-738-211116	PLANNING SERVICES	3,647.07
NYE UNIFORM COMPANY	796772	UNIFORMS - POLICE	69.50
NYE UNIFORM COMPANY	796773	UNIFORMS - POLICE	69.50
PVS TECHNOLOGIES INC	300938	FERROUS CHLORIDE - SEWER	4,170.66
R W MERCER COMPANY INC	196239	WINTERIZE FUEL SYSTEM - MARINA	910.00
RAPID RESULTS	13461	DOT PHYSICAL - CEM	100.00
RESERVE ACCOUNT-PITNEY BOWES	112221	POSTAGE - MAIL MACHINE	1,000.00
RR DONNELLEY	870586887	SUPPLIES - ACCTG	881.00
RYAN BROS INC	2117-01	MDOT REPAIRS - MAJ ST	10,000.76
SEVAN K INC	303 10/21	VEH MAINT - EQ	10.00
SEVAN K INC	313 10/21	VEH MAINT - POLICE	54.75
SOUTHERN COMPUTER WAREHOUSE	IN-000716541	BARRACUDA SUPPORT - IT	2,894.00
SPECIFICATION STONE PRODUCTS	2656173	STORES - 6A STONE	106.63
STAR STAFFING ALPENA	22539	TRAFF CONTROLLER/FLAGGER - MAJ ST	326.54
STERICYCLE INC	8000025265	SHRED CONTAINER RENT/SVC 09/21	75.00
STERICYCLE INC	8000218797	SHRED CONTAINER RENT/SVC 10/21	83.71
STERICYCLE INC	8000417524	SHRED CONTAINER RENT/SVC 11/21	81.63
STEVEN HALL	112421	TRAVEL EXPENSES - BLDG INSP	22.05
STRALEY LAMP & KRAENZLEIN PC	34627	MONTHLY FEE 11/21	3,460.00
SUPERIOR FABRICATING INC	15569	VEH MAINT - EQ	2,290.00
SUPERIOR FABRICATING INC	15570	VEH MAINT - EQ	150.00
TELNET WORLDWIDE	233637	TELEPHONE	362.25
TENURGY LLC	ALP-123	UTILITY RATE SAVINGS 11/21	630.50
THUNDER BAY ELECTRIC INC	230462	CONTRACTUAL SERVICE	97.64
THUNDER BAY ELECTRIC INC	230468	MAINT - LIGHTS	147.83
THUNDER BAY ELECTRIC INC	230469	TRAFF SIGNAL MAINT - MAJ ST	72.76
THUNDER BAY ELECTRIC INC	230492	MAINT - LIGHTS	1,049.36
THUNDER BAY ELECTRIC INC	230535	TRAFF SIGNAL MAINT - MAJ ST	561.43
TIME TO SHINE TOUCHLESS CARWASH	4065	VEH MAINT - POLICE	344.00
TRUGREEN PROCESSING CENTER	150681282	MAINT - CEMETERY	39.95
WEINKAUF PLUMBING & HEATING INC	15649	MAINT - STARLITE	350.00

INVOICE REGISTER

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EXP CHECK RUN DATES 12/07/2021 - 12/07/2021
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VENDOR	INVOICE #	DESCRIPTION	AMOUNT
WEINKAUF PLUMBING & HEATING INC	15672	FILTER/PUMP INSTALLATION - WWTP	8,009.00
WITMER PUBLIC SAFETY GROUP	E2096016.003	UNIFORMS - FIRE/EMS	64.00
WITMER PUBLIC SAFETY GROUP	E2121050	UNIFORMS - FIRE/EMS	91.52
Total:			543,708.71

CHECKS RAN ON 11/16/21 & 11/24/21

(BREAKDOWN OF INVOICES PAID ATTACHED)

68,926.50

19,128.47

TOTAL FOR 12/6/21 COUNCIL MEETING

631,763.68

INVOICE REGISTER

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

UNJOURNALIZED

OPEN - CHECK TYPE: PAPER CHECK

VENDOR	INVOICE #	DESCRIPTION	AMOUNT
DUBOIS CHEMICALS INC	IN-2184544	CHEMICALS - WATER	166.56
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
MUNICIPAL CODE CORPORATION	00366429	YEARLY ORDINANCE INTERNET FEE	550.00
ROGER MELANCON	AP19-3324C	AMBULANCE REFUND	65.00
VISA/ELAN FINANCIAL SERVICES	1790 11/21	TRAVEL EXPENSE/DUES - POLICE	1,042.36
WALMART-CAPITAL ONE	092821	SUPPLIES - FIRE/EMS	26.84
WALMART-CAPITAL ONE	092921	SUPPLIES - FIRE/EMS	20.00
WALMART-CAPITAL ONE	10421	SUPPLIES - CEMETERY	95.00
WALMART-CAPITAL ONE	101921	LATE FEE - CLERK	29.00
Total:			68,926.50

INVOICE REGISTER

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EXP CHECK RUN DATES 11/24/2021 - 11/24/2021

UNJOURNALIZED

OPEN - CHECK TYPE: PAPER CHECK

VENDOR	INVOICE #	DESCRIPTION	AMOUNT
ALPENA POWER COMPANY	112421	ELECTRIC	9,420.71
CHARTER COMMUNICATIONS	0015914110521	WATER TWR INTERNET SIGNALS	607.88
DTE ENERGY	112421	NATURAL GAS	4,822.03
FRONTIER	2793 12/21	TELEPHONE - POL/FIRE/EMS	109.73
NICOLET NATIONAL BANK	1803 11/21	PROPERTY PURCHASE - DDA	1,317.81
VERIZON WIRELESS	9892493162	CELL PHONES	716.67
VERIZON WIRELESS	9892493163	CELL PHONES/IPADS	2,133.64
		Total:	19,128.47

Memorandum



Date: November 30, 2021

To: Mayor Waligora and Municipal Council Members

From: Anna Soik, Clerk/Treasurer/Finance Director *AS*

Subject: Consulting Services

Due to the complexity involved with the American Rescue Plan Act (ARPA) grant, I reached out to our auditors, Straley Lamp & Kraenzlein P.C., for assistance. Mr. Phil Straley provided the attached engagement letter for consulting services at the rate of \$70 to \$175 per hour. It is my recommendation, as Clerk/Treasurer/Finance Director, that we accept the terms of the engagement as outlined in the letter.

Straley Lamp & Kraenzlein P.C.

Certified Public Accountants

Philip T. Straley, CPA/PFS
Bernard R. Lamp, CPA
James E. Kraenzlein, CPA/ABV/CFF
Gary C. VanMassenhove, CPA
Mark L. Sandula, CPA
Jeff A. Taphouse, CPA
John D. Faulman, CPA
Andrew R. Lamp, CPA
Chelsea A. Meeder, CPA
Leah M. Cox, CPA
Robert D. Ilsley
J. Michael Kearly

November 18, 2021

Ms. Anna Soik, Clerk/ Treasurer/ Finance Director
City of Alpena
208 N. First Avenue
Alpena, MI 49707

Dear Anna:

This letter is to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the services we will provide. Please read this letter carefully as it is important to both Straley Lamp & Kraenzlein P.C. and the City of Alpena that you understand and accept the terms under which we have agreed to perform our services, as well as management's responsibilities under this agreement.

Consulting Services

The purpose of our engagement is to assist you with creating a framework for use in your decision-making process regarding implementation, uses, accounting, and compliance for American Rescue Plan Act (ARPA) Funds.

It is our understanding the City of Alpena received a grant under ARPA through the Coronavirus Aid, Relief and Economic Security Act ("CARES Act"); and that the City of Alpena desires assistance with developing a set of quantifiable and operational measures to assist the City of Alpena with assessing, exploring, accounting, implementing, compliance, and reporting under ARPA. Our services may include, but are not limited to the following:

Scope of Services

As part of this engagement we may assist the City of Alpena with the following:

1. Coordination and Strategic Use of Funds
 - a. Provide support for strategic planning and coordination of ARPA recovery efforts
 - b. Develop and implement strategies designated to maximize various federal and state funding sources (e.g. ARPA modifications and revisions) along with and in conjunction with the City of Alpena and other local entities in order to maximize community impact
2. Compliance and Technical Assistance
 - a. Provide technical advisory services related to allowed uses of ARPA funds and respond to questions from the City and provide formal opinions regarding the eligibility of specific City expenses to be covered by ARPA funds available from federal, state and other sources
 - b. Develop appropriate documentation to demonstrate compliance with ARPA guidance

- c. Develop processes and documentation requirements around sub-recipient risk assessment, monitoring and management, if applicable
- d. Assist in resolving any requests for information, justification, audit findings, and eligibility appeals

3. Cost Recovery & Fiscal Reporting

- a. Review documentation to ensure cost recovery and compliance of expenditures using federal funds
- b. Review and assist with processing payment requests, determining allowable costs
- c. Assist with preparation responses to any findings and/or concerns identified during monitoring visits and/or audits by any requesting entity
- d. Prepare and review documentation and reports for completeness to ensure eligible work and costs are captured for audit
- e. Prepare loss of revenue calculations

We will meet with you periodically to discuss the City's compliance and performance. As appropriate, we will work with you to revise your compliance and performance measurements, if necessary, to respond to changing conditions.

We will rely on the assumptions, representations, and the accuracy and reliability of the information provided by you. You agree to provide us with all information material to the City of Alpena that we deem necessary in connection with performance of these services.

As a part of this consulting engagement we will not audit, examine, or review the information you provide. Funds received under the ARPA are subject to the provisions of the Single Audit, OMB Uniform Guidance under 2 CFR Part 200, as well as audit by federal agencies. The services we perform during the course of this engagement will be based on the representations we receive from you and your personnel. Accordingly, false or unrealistic representations could cause inappropriate or inaccurate performance measurements to be developed or could cause material errors to go undetected.

It is our understanding management has or will designate qualified individuals with suitable skills, knowledge and/or experience, preferably within senior management, to be responsible and accountable for overseeing the specified consulting services performed as part of this engagement. By your signature below, you acknowledge management agrees to evaluate the adequacy of, and accept responsibility for, the results of all the services performed as part of this agreement.

By your signature below, you represent and warrant to Straley Lamp & Kraenzlein P.C. all information provided to us will be accurate and complete to the best of your knowledge; additionally, you agree our firm will be able to rely, without independent verification, on the accuracy and completeness of the information provided. As our services are limited in nature, our engagement cannot be relied on to disclose errors, fraud, or noncompliance with laws and regulations that may exist.

Any work product prepared by us is intended solely for your use in accordance with the terms of this agreement. Therefore, you agree not to distribute our work to any other parties, for any other purpose, without our knowledge.

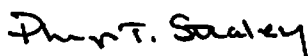
Furthermore, the City of Alpena understands and acknowledges our firm will not be rendering any legal advice as part of this engagement. Therefore, you should engage separate legal counsel to assist as appropriate in addressing any legal issues that may arise.

Engagement Fees

Our fees for this work will be at our regular hourly rates for the individuals involved, plus out-of-pocket expenses. Rates vary based upon the level of staff who may be providing services on the project. Currently, rates vary from \$70 to \$175 per hour. Rates are subject to change. Payment for services is due when rendered and interim billings may be submitted as work progresses and expenses are incurred. Billings become delinquent if not paid within 30 days of the invoice date. If billings are past due in excess of 30 days, at our election, we may stop all work until your account is brought current or withdraw from this engagement. The City of Alpena acknowledges and agrees that we are not required to continue work in the event the City of Alpena's failure to pay on a timely basis for services rendered as required by this engagement letter. The City of Alpena further acknowledges and agrees that in the event we stop work or withdraw from this engagement as a result of the City of Alpena's failure to pay for services rendered as required by this engagement letter, we shall not be liable for any damages that occur as a result of our ceasing to render services.

We appreciate the opportunity to be of service to the City of Alpena and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,



Philip T. Straley, CPA/PFS
Straley Lamp & Kraenzlein P.C.

Accepted:

By: _____
Anna Soik, City of Alpena

Date: _____

12/6/2021

	NAME	BOARD	TERM	New Ex. Date	APPT AUTH
APPOINT	Nickolas Lee	Recreational Advisory Board	3	12/1/2024	Council

NOTICE

Municipal Council Meeting Schedule – 2022

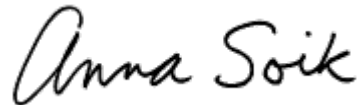
The regular meetings of the City of Alpena Municipal Council for 2022 are as follows:

January	4* (Tuesday)	July	5* (Tuesday)
January	18 (Tuesday)	July	18
February	7	August	1
February	21	August	15
March	7	September	6* (Tuesday)
March	21	September	19
April	4	October	3
April	18	October	17
May	2	November	7
May	16	November	21
June	6	December	5
June	20	December	19

*City Hall Closed on Monday

All of the above regular meetings begin at 6 p.m. in the Council Chambers at City Hall.

CITY OF ALPENA



By: Anna Soik
City Clerk/Treasurer/Finance Director


Memorandum



Date: November 22, 2021

To: Mayor and City Council Members

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

From: Stephen J. Shultz, City Engineer 

Subject: 2022 Parades

Michigan Department of Transportation (MDOT), is requesting a Resolution from City Council for all parades that will be held within the City limits during the 2022 calendar year. Listed below are the parades for 2022:

Memorial Day Parade
Fourth of July Parade
Christmas Parade

Attachment

PERFORMANCE RESOLUTION FOR MUNICIPALITIES

This Performance Resolution (Resolution) is required by the Michigan Department of Transportation for purposes of issuing to a Municipality an "Individual Permit for Use of State Highway Right of Way", and/or an "Annual Application and Permit for Miscellaneous Operations within State Highway Right of Way".

RESOLVED WHEREAS, the _____
(County, City, Village, Township, etc.)

hereinafter referred to as the "MUNICIPALITY," periodically applies to the Michigan Department of Transportation, hereinafter referred to as the "DEPARTMENT," for permits, referred to as "PERMIT," to construct, operate, use and/or maintain utilities or other facilities, or to conduct other activities, on, over, and under State Highway Right of Way at various locations within and adjacent to its corporate limits;

NOW THEREFORE, in consideration of the DEPARTMENT granting such PERMIT, the MUNICIPALITY agrees that:

1. Each party to this *Resolution* shall remain responsible for any claims arising out of their own acts and/or omissions during the performance of this *Resolution*, as provided by law. This *Resolution* is not intended to increase either party's liability for, or immunity from, tort claims, nor shall it be interpreted, as giving either party hereto a right of indemnification, either by Agreement or at law, for claims arising out of the performance of this Agreement.
2. If any of the work performed for the MUNICIPALITY is performed by a contractor, the MUNICIPALITY shall require its contractor to hold harmless, indemnify and defend in litigation, the State of Michigan, the DEPARTMENT and their agents and employee's, against any claims for damages to public or private property and for injuries to person arising out of the performance of the work, except for claims that result from the sole negligence or willful acts of the DEPARTMENT, until the contractor achieves final acceptance of the MUNICIPALITY Failure of the MUNICIPALITY to require its contractor to indemnify the DEPARTMENT, as set forth above, shall be considered a breach of its duties to the DEPARTMENT.
3. Any work performed for the MUNICIPALITY by a contractor or subcontractor will be solely as a contractor for the MUNICIPALITY and not as a contractor or agent of the DEPARTMENT. The DEPARTMENT shall not be subject to any obligations or liabilities by vendors and contractors of the MUNICIPALITY, or their subcontractors or any other person not a party to the PERMIT without the DEPARTMENT'S specific prior written consent and notwithstanding the issuance of the PERMIT. Any claims by any contractor or subcontractor will be the sole responsibility of the MUNICIPALITY.
4. The MUNICIPALITY shall take no unlawful action or conduct, which arises either directly or indirectly out of its obligations, responsibilities, and duties under the PERMIT which results in claims being asserted against or judgment being imposed against the State of Michigan, the Michigan Transportation Commission, the DEPARTMENT, and all officers, agents and employees thereof and those contracting governmental bodies performing permit activities for the DEPARTMENT and all officers, agents, and employees thereof, pursuant to a maintenance contract. In the event that the same occurs, for the purposes of the PERMIT, it will be considered as a breach of the PERMIT thereby giving the State of Michigan, the DEPARTMENT, and/or the Michigan Transportation Commission a right to seek and obtain any necessary relief or remedy, including, but not by way of limitation, a judgment for money damages.
5. The MUNICIPALITY will, by its own volition and/or request by the DEPARTMENT, promptly restore and/or correct physical or operating damages to any State Highway Right of Way resulting from the installation construction, operation and/or maintenance of the MUNICIPALITY'S facilities according to a PERMIT issued by the DEPARTMENT.

6. With respect to any activities authorized by a PERMIT, when the MUNICIPALITY requires insurance on its own or its contractor's behalf it shall also require that such policy include as named insured the State of Michigan, the Transportation Commission, the DEPARTMENT, and all officers, agents, and employees thereof and those governmental bodies performing permit activities for the DEPARTMENT and all officers, agents, and employees thereof, pursuant to a maintenance contract.
7. The incorporation by the DEPARTMENT of this *Resolution* as part of a PERMIT does not prevent the DEPARTMENT from requiring additional performance security or insurance before issuance of a PERMIT.
8. This *Resolution* shall continue in force from this date until cancelled by the MUNICIPALITY or the DEPARTMENT with no less than thirty (30) days prior written notice provided to the other party. It will not be cancelled or otherwise terminated by the MUNICIPALITY with regard to any PERMIT which has already been issued or activity which has already been undertaken.

BE IT FURTHER RESOLVED that the following position(s) are authorized to apply to the DEPARTMENT for the necessary permit to work within State Highway Right of Way on behalf of the MUNICIPALITY.

Title and/or Name:

I HEREBY CERTIFY that the foregoing is a true copy of a resolution adopted by

the _____
(Name of Board, etc.)
of the _____ of _____
(Name of MUNICIPALITY) (County)
at a _____ meeting held on the _____ day
of _____ A.D. _____.

Signed

Title

Print Signed Name

BUDGET AMENDMENT REQUEST

FUND: 101 - General

DEPARTMENT: 274 - Retirement Board

PROJECT: _____

Account No.	Account Description	Current Budget	Proposed Increase or (Decrease)	Proposed Budget
101-274-715.000	Retirement - City Contrib.	\$983,591	\$11,322	\$994,913

Justification for Budget Amendment

An error was discovered in the budget. The retirement account in the GF is short by \$11,322. This will need to come from fund balance.

Michigan Uniform Accounting and Budget Act:

** Requires budget amendments before any expenditures exceed the budget.

** The City Manager and City Clerk/Treasurer/Finance Director are authorized by the Municipal Council to make budgetary transfers within the departments established through this budget. All transfers between departments or funds or from fund balance may be made only by further action of the Municipal Council.

Department Head

Date

Clerk/Treasurer

Date

City Manager

Date

City Council

Date

BUDGET AMENDMENT REQUEST

FUND: 101 - General

DEPARTMENT: _____

PROJECT: _____

Account No.	Account Description	Current Budget	Proposed Increase or (Decrease)	Proposed Budget
101-000-573.000	Local Comm Stabilization	\$350,000	\$22,662	\$372,662
101-274-676.100	Retirement - Reimbursements	0	\$10,649	\$10,649
101-274-965.000	Retirement - Insurance & Bonds	0	\$7,150	\$7,150
101-223-801.008	Contract - Auditors	\$13,500	\$3,499	\$16,999

Justification for Budget Amendment

Amendments needed after review of monthly financial reports. The October personal property tax reimbursement came in more

than budget. This will add \$22,662 to the General Fund balance. :)

Michigan Uniform Accounting and Budget Act:

** Requires budget amendments before any expenditures exceed the budget.

** The City Manager and City Clerk/Treasurer/Finance Director are authorized by the Municipal Council to make budgetary transfers within the departments established through this budget. All transfers between departments or funds or from fund balance may be made only by further action of the Municipal Council.

NA
 Department Head _____ Date _____
 Anna Soik 11/24/21
 Clerk/Treasurer _____ Date _____
 Keith S. Sulem 11/24/21
 City Manager _____ Date _____

City Council _____ Date _____

Memorandum



Date: December 6, 2021

To: Mayor Matthew J. Waligora
Alpena City Council Members

From: Kathy Himes, Human Resources Director

RE: Opt-Out of PA 152 Health Insurance Shared Cost Options for 2022

As health insurance changes, and monthly rates increase, the City finds itself in a unique position. Our goal is to offer plans that adhere to budget restraints, but do not compromise employee benefits and the needs of the employees and their families. This coming year created more challenges than we have seen in the past. The original renewal from Blue Care Network (BCN) showed an increase of 27%. The City expected an increase, but this was far more than predicted. Our agent, HUB International, asked BCN to provide alternate options, including bids from other insurance providers. Based on our claims and the fact that the City has retirees on their plans, the alternate providers would not submit a bid. In the end, plans were presented to the union groups that would reduce the increase from 27% to 15.5%. This is more than anticipated, but it was greatly reduced.

Per Public Act 152, each year the City must elect one option as outlined in the ACT. Those options include the City paying no more than 80% of the premium, capping the City contribution based on the coverage, or the City can opt out of the act and create a cost share plan that works best for the City and employee.

When PA Act 152 became effective in 2011, the City elected to opt-out, giving the City the ability to phase in the minimum 20% employee contribution. During the past several years, the opt-out option allowed the City to include a High-Deductible Plan, and contribute to employee's Health Saving Account (HSA). In addition, it allows the City to offer a Flexible Savings Account (FSA) for employees electing a more traditional plan with fixed deductibles and co-insurance for select services.

For 2022, the employees will continue to pay 20% of the premium, just as in the past. However, the City will only offer two plans to choose from. There will be an HMO

1500/3000 plan and an HMO 3000/6000 plan. The HSA and FSA will remain in place and the City will continue to contribute to these plans. The vast majority of employees also make regular contributions to their HSA plans, as this is a pre-tax benefit to them.

With the passage of PA 252 of 2014, the City must still approve annually its intent to opt out, but it is no longer necessary to file the vote with the Department of Treasury. Under PA 152 the vote must pass by a 2/3 margin.

With the above information and extensive conversations with City staff and union groups, it is my recommendation to Council to approve opting out of PA 152; keep the employee cost share for insurance coverage at 20% of the premium, and continue to contribute to the employees HSA or FSA plans.


Memorandum



Date: December 1, 2021

To: Mayor and City Council Members

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

From: Stephen J Shultz, City Engineer 

Subject: Culligan Plaza – Alpena County Youth and Recreation Grant

In an effort to procure additional support for the reconstruction of Culligan Plaza, City Staff submitted a grant application for possible funding through the Alpena Youth and Recreation Millage. The decision to pursue this funding did not allow for time to approach Council about submitting the request. The application was successful, and the City received \$20,000 to fund the Culligan Plaza reconstruction. To proceed forward, a grant agreement outlining policies and procedures is necessary. Staff is requesting approval from Council for the City Manager to execute the attached grant agreement with Alpena County so we can move forward with the project.

Attachments



YOUTH AND RECREATION GRANT AGREEMENT

This Grant is made as of 1st day of January, 2022, by the **COUNTY OF ALPENA**, a municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as the "County"), to the recipient/grantee listed on **Exhibit A**, subject to the following terms and conditions.

As part of the Youth and Recreation Millage for the County of Alpena, the Youth & Recreation Board has made recommendations for and the Board of Commissioners has approved as part of the 2022 Budget, allocations for funding Youth and Recreation projects that benefit the County of Alpena and/or the residents of the County of Alpena. This letter agreement (the "Agreement") sets forth the terms and conditions of the grant award. Grant funding under this agreement is subject to funds availability of the County of Alpena.

Payment Terms, Use of Funds: This is a reimbursement grant. Payment by the County to the Grantee is subject to the availability of funds and will be within 30 days of invoice(s) submitted to the County and/or the monthly installment payments shall be made within thirty (30) days of the date in which this Agreement is fully signed by the representatives of both the County and the Grantee. Grant funds shall be used exclusively to support the project as set forth in the Grantee's approved application (attached to this Agreement, Exhibit B) for funding/proposal, along with any additional conditions of the Youth and Recreation Board listed in Exhibit A. All project funds must be expended by December 31, 2022 and all petitions for payment must be received by January 15, 2023.

Fidelity Bonds/Insurance: The Grantee shall obtain fidelity bonds for persons handling funds of the program. The Grantee shall provide the County's Administrator with a certificate, or such other evidence as the Administrator may require, of its possession of the required fidelity bonds and shall immediately notify the Administrator of any cancellation or termination of such bonds. Additionally, Grantee shall procure, pay the premium on, keep and maintain during the term of this Agreement, comprehensive general liability insurance with contractual liability coverage in an amount of not less than One Million and No/100 Dollars (\$1,000,000.00) per occurrence, and Two Million and No/100 Dollars (\$2,000,000.00) aggregate, combined single limit covering all personal and bodily injuries, death and/or property damage, arising from the program operated pursuant to this Agreement. The Grantee shall provide the County with a certificate of insurance prior to the commencement of this Agreement. The Grantee shall maintain such other insurances, as it deems appropriate for its own protection.

In the event the Grantee's insurance coverage including workers compensation insurance required under this Agreement is at any time reduced or terminated during the duration of the Agreement, the Grantee's insurer shall provide the County with at

least thirty (30) days' prior written notification of such reduction or termination.

Budget: The County approves the budget included in your proposal as finally accepted, as attached to this Agreement. Grant funds shall be used as set forth in the budget. Any transfer of funds from one budget item to another that exceeds 10% from the approved budget item requires approval by the Chair of Youth and Recreation Board.

No Pledge: This Agreement shall not be interpreted to create any pledge or any commitment by the County to make any other or further grants or contributions to Grantee or any other person or entity for this or any other project.

Reporting: Grantee agrees to deliver to the County a final report consisting of a narrative section and a financial section. The narrative section must include (1) a short statement confirming that the tangible output or other project goal included in the proposal has been completed, and whether the project has resulted in any additional outcomes, (2) an explanation of how each project goal or objective as set forth in the proposal was met, (3) a description of how well project goals were met, according to the metrics set forth in the proposal, (4) a summary of any lessons learned from the project, and (5) other matters reasonably requested by the County. The financial section must (1) include financial statements detailing how all grant funds were expended, and (2) account for all categories in the approved budget, attached hereto. Budget items should be listed in the same order as in the approved budget.

The final report is on January 31, 2023.

Reports may be submitted by e-mail, fax, or postal mail as follows:

Chairperson -Youth and Recreation Board
County of Alpena
720 W. Chisholm Street, Suite 7
Alpena, Michigan 49707
United States
email: commissionersoffice@alpenacounty.org
Fax: 989-354-9648

Publication of Final Report: All or a portion of the final report may be made publicly available, in the County's sole discretion. Grantee further agrees to ensure that all content contained in the final report is appropriate for publication. This means, among other things, that you are solely responsible for ensuring you have all rights necessary to license the report, including with respect to any materials received or maintained in confidence, and/or any third party rights, including but not limited to copyrights,

trademarks, and rights of privacy and publicity.

Interim Communications: An interim check-in by phone or email may be requested at any time during the grant period by either the County/Youth and Recreation Board or Grantee.

Unused Funds: At the conclusion of the grant period, Grantee agrees to return any unexpended or unaccounted for funds to the County, or to submit a written request for an extension of the grant period. Grantee agrees to return all disbursed funds if (1) grant funds have not been used for their intended purpose, or (2) have been used inconsistent with the terms of this Agreement, or (3) if the activities or outputs funded by the grant are materially incomplete by the end of the grant period, as determined by the County in its sole discretion.

Records: Original receipts and invoices must be maintained by Grantee and shall be made available to the County upon request. Grantee agrees to maintain adequate financial records consistent with generally accepted accounting practices, and to retain such records for at least five years after the conclusion of the grant period. The County may monitor and conduct an evaluation of Grantee's operation to ensure compliance with this Agreement. The Grantee shall conduct an annual financial audit of its activities and submit a copy of the audit report to the County upon the Grantee's receipt of such audit report. If the organization's annual budget is less than \$100,000.00, then reviewed statements or certified year-end financial statements are sufficient.

No Lobbying: Grantee confirms that the grant funds will not be used for the purposes of lobbying, carrying on propaganda or otherwise attempting to influence legislation, as those purposes are defined by the United States Internal Revenue Code of 1986. If Grantee is in doubt about whether its proposed activities may constitute lobbying, Grantee must consult with The County prior to undertaking them.

Intellectual Property: Grantee owns any intellectual property it produces within the scope of this grant. Grantee agrees that all original material produced pursuant to this grant will be made available to The County. Grantee assumes the burden and expense of clearing all third-party rights associated with such material, including with respect to any materials received or maintained in confidence, and/or any third party rights, including but not limited to copyrights, trademarks, and rights of privacy and publicity.

Publicity Obligations: Grantee will notify The County of any publications or other materials resulting from the grant no later than five (5) days in advance of distribution or publication. Grantee will acknowledge The Youth and Recreation Board support in the beginning of any publication (including film and electronic publications) referring to or resulting from this grant, as follows: "Supported [in part] by a grant from the Alpena County Youth and Recreation Board." Grantee agrees that The County may

include information about the Grantee and its activities in its own annual reports and may distribute such information to third parties.

No Assignment: Grantee may not assign this Agreement or delegate performance of the terms of this Agreement or of the project to any other person or entity, without the prior written consent of the Chairperson of the Youth and Recreation Board.

No Agency: The Grantee is solely responsible for all activities supported by the Grant. Nothing in this Agreement creates a partnership, agency, joint venture, employment, or any other type of relationship. The Grantee shall not represent itself as an agent of the County for any purpose, and has no authority to bind the County in any manner whatsoever.

Indemnity: Grantee agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless The County, its officers, directors, affiliates, employees, and agents, from and against any and all claims, liabilities, losses and expenses (including reasonable attorney's fees) directly, indirectly, wholly or partially arising from or in connection with any act or omission of Grantee, its employees or agents, in applying for or accepting the grant, in expending or applying Grant funds, or in carrying out the project as set forth in the proposal.

Non-Discrimination: In carrying out the project, the Grantee will comply with all applicable Federal and State Statutes and local laws relation to nondiscrimination. Notwithstanding the foregoing, the Grantee shall take affirmative action to ensure that employees are treated during employment and applicants are considered for employment, without regard to their race, color, religion, sex, national origin, sexual orientation or identification, ancestry, age, physical or mental handicap unrelated to ability, marital status, or unfavorable discharge from military service.

Governing Law, Forum: This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, without reference to its conflict of laws provisions. Grantee agrees that any disputes or proceedings The County and Grantee arising from or concerning this Agreement shall be brought in a federal or state court of competent jurisdiction sitting in the Eastern District of Michigan, in the United States, and hereby consents to the personal jurisdiction and venue of such court.

Entire Agreement: Grantee acknowledges and agrees that this Agreement represents the entire agreement between Grantee and the County with respect to the subject matter addressed herein. The terms of this Agreement may be modified only by a writing signed by duly authorized representatives of both parties.

Authority: The person(s) signing this Agreement on behalf of Grantee represents and warrants to the County that they have the requisite legal authority and power to execute

this Agreement, and to bind Grantee to the obligations contained herein.
Please return the original of this letter to the Office of the County Administrator, keeping
a copy for your records.

COUNTY OF ALPENA

Chairperson Date

County Clerk Date

GRANTEE: _____

Name: Rachel R Smolinski

Witness/Date

Title: City Manager

Date: 11/18/21

EXHIBIT A

2022 funding award from Youth and Recreation Millage.

GRANTEE: City of Alpena – Culligan Plaza Project

AMOUNT: \$20,000.00 for the Culligan Plaza Project as presented in application. Reimbursement payment made upon submission of bills based on evidence of expenditures and completion of the project. The application is attached, Exhibit B.

Final bills must be submitted by January 15, 2023. Bills submitted after that date will not be paid. All bills must be submitted to Kim Ludlow, Alpena County Treasurer, 720 W. Chisholm Street, Suite #3, Alpena, MI 49707

All millage monies allocated for projects and programs are to be used for Alpena County projects and Alpena County residents. Any facility, project, or program must be open and available to all Alpena County residents.

Your group is required to promote to the Community that you received funding from the Youth and Recreation Committee. If the project is a Capital Project, you may be required to accept a plaque to be attached to the project.

The 2022 Funding Report must be completed and submitted no later than December 31, 2022.

Please submit pictures of the project no later than December 31, 2022 from before and after or from start to finish (approximately 10 pictures). These pictures need to be submitted by email or computer disk in a jpeg, png, tiff, pdf or word format. Please label your pictures with the Grant year and project name. Cell phone pictures will not be accepted unless you can email them. No videos will be accepted. **Your entity must obtain written permission for any picture submitted to the County to be published on the website.**

The Funding Report and pictures must be returned to the Alpena County Board of Commissioners Office no later than December 31, 2022 at commissionersoffice@alpenacounty.org or at 720 W. Chisholm Street, Suite 7, Alpena, MI 49707.

EXHIBIT B

Application for Grant Funding by Grantee

Attached

EXHIBIT C

Alpena County Annual Budget Youth and Recreation Fund

Attached


Memorandum



Date: December 1, 2021

To: Mayor and City Council Members

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

From: Stephen J. Shultz, City Engineer 

Subject: FY 2021 American Rescue Plan Act Economic Adjustment Assistance **or**
FY 2020 Public Works and Economic Adjustment Assistance Application
Submittal

In July of 2021, the Economic Development Administration (EDA), US Department of Commerce (DOC) announced a funding opportunity titled FY 2021 American Rescue Plan Act Economic Adjustment Assistance Notice of Funding Opportunity (NOFO) (ARPA EAA NOFO) and includes construction activities such as water and sewer system improvements. This program, with approximately \$500,000,000 nationwide, is offered under the authority of the Economic Adjustment Assistance (EAA) program. It is designed to provide a wide-range of financial assistance to communities and regions as they respond to, and recover from, the economic impacts of the coronavirus pandemic, including long-term recovery and resilience to future economic disasters.

The City reviewed options and elected to propose the replacement of the clear wells at the Water Production Plant. The existing clear wells are 1922 and 1935 vintage and had extensive repairs completed in 2012 with these repairs expected to have a 15-20-year life. The estimated cost to replace these existing 500,000-gallon tanks with 2 new 750,000-gallon tanks is \$5,600,000.

After a web conference with Lee Shirey, EDA Regional Office (Chicago) Point of Contact, he felt that the City's project was a good candidate for the grant and suggested we prepare a full grant proposal for submission. In efforts to submit a successful grant application, Lee will review our grant proposal to ensure compliance with the requirements and provide feedback in preparation for us to submit these to the Pentagon for full review. Because the EDA plans to accept applications on a rolling basis, Lee anticipates that we will be notified within 60 to 90 days if the project will not be awarded funds. If by chance we are not selected, Lee indicated that he can present this same application to the EDA for a different funding opportunity titled FY 2020 Public Works and Economic Adjustment Assistance Notice of Funding Opportunity (FY20 PWEAA NOFO).

As part of the submittal the City must provide documentation that whoever signs the application is authorized, on behalf of the governing body, to sign and submit on behalf of the City. Thus, we will need approval of the attached Resolution stating that "Rachel Smolinski is authorized, by the Alpena Municipal Council to submit a proposal for funding through the Economic Development Administration, US Department of Commerce on behalf of the City of Alpena. The signatory shall also have the authority to apply for assistance through this program". This Resolution also delineates the requested amount and the local match commitment on behalf of the City.

It is my recommendation, as City Engineer, that City Council adopt the attached resolutions 2021-20 and 2021-21 to authorize staff to submit a grant application to the Economic Adjustment Assistance Program for the replacement of the clear wells at the Water Production Plant. This authorization will serve for both funding opportunities. A preliminary estimate placed the project at \$5,600,000. Under the first opportunity (NOFO) (ARPA EAA NOFO) the City will provide a 20% match or \$1,120,000. Under the second opportunity (FY20 PWEAA NOFO) the City will provide a 50% match or \$2,800,000. This project, the replacement of the clear wells, is one which the City will have to undertake in the next 7-10 years based on the condition and previous work performed on the tanks. Through this opportunity, the City may be able to fulfill this need at a portion of the cost.

Attachments



RESOLUTION NO. 2021-20

A RESOLUTION AUTHORIZING THE SUBMISSION OF A FY 2021 AMERICAN RESCUE PLAN ACT ECONOMIC ADJUSTMENT ASSISTANCE OR FY 2020 PUBLIC WORKS AND ECONOMIC ADJUSTMENT ASSISTANCE GRANT APPLICATION TO THE OFFICE OF ECONOMIC DEVELOPMENT ADMINISTRATION, U.S. DEPARTMENT OF COMMERCE, FOR REPLACEMENT OF THE CLEAR WELLS AT THE WATER PRODUCTION PLANT WITHIN THE CITY OF ALPENA.

WHEREAS, the Office of Economic Development Administration (EDA), U.S. Department of Commerce (DOC) has invited Local Governments to apply for its FY 2021 American Rescue Plan Act Economic Adjustment Assistance (NOFO) (ARPA EAA NOFO); and

WHEREAS, the City of Alpena desires to request \$4,480,000 NOFO ARPA EAA NOFO funds to replacement of the clear wells at the water production plant; and

WHEREAS, the City of Alpena commits local funds from its Water Fund in the amount of \$1,120,000 (20% match); and

WHEREAS, the proposed project meets EDA's distress criteria; and

WHEREAS, performance for this award will extend to no later than September 30, 2027.

NOW, THEREFORE, BE IT RESOLVED that Rachel Smolinski, City Manager, is authorized by the Alpena Municipal Council as the point of contact for and to submit a proposal for funding through the Economic Development Administration (EDA), U.S. Department of Commerce. The signatory shall also have the authority to apply for assistance through this program.

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

Ayes:

Nays:

Absent:

Resolution declared adopted.

I, Leilan Bruning, Deputy City Clerk of the City of Alpena, **DO HEREBY CERTIFY** that the above is a true copy of a resolution adopted by the Municipal Council at a regular meeting held December 6, 2021.

Leilan Bruning
Deputy City Clerk

RESOLUTION NO. 2021-21

A RESOLUTION AUTHORIZING THE SUBMISSION OF A FY 2020 PUBLIC WORKS AND ECONOMIC ADJUSTMENT ASSISTANCE GRANT APPLICATION TO THE OFFICE OF ECONOMIC DEVELOPMENT ADMINISTRATION, U.S. DEPARTMENT OF COMMERCE, FOR REPLACEMENT OF THE CLEAR WELLS AT THE WATER PRODUCTION PLANT WITHIN THE CITY OF ALPENA.

WHEREAS, the Office of Economic Development Administration (EDA), U.S. Department of Commerce (DOC) has invited Local Governments to apply for its FY 2020 Public Works and Economic Adjustment Assistance (FY20 PWEAA NOFO); and

WHEREAS, the City of Alpena desires to request \$2,800,000 PWEAA NOFO funds for replacement of the clear wells at the water production plant; and

WHEREAS, the City of Alpena commits local funds from its Water Fund in the amount of \$2,800,000 (50% match); and

WHEREAS, the proposed project meets EDA's distress criteria; and

WHEREAS, performance for this project will last no more than three years after award.

NOW, THEREFORE, BE IT RESOLVED that Rachel Smolinski, City Manager, is authorized by the Alpena Municipal Council as the point of contact for and to submit a proposal for funding through the Economic Development Administration (EDA), U.S. Department of Commerce. The signatory shall also have the authority to apply for assistance through this program.

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

Ayes:

Nays:

Absent:

Resolution declared adopted.

I, Leilan Bruning, Deputy City Clerk of the City of Alpena, **DO HEREBY CERTIFY** that the above is a true copy of a resolution adopted by the Municipal Council at a regular meeting held December 6, 2021.

Leilan Bruning
Deputy City Clerk

Memorandum



Date: November 30, 2021

To: Mayor Waligora and Municipal Council Members

From: Anna Soik, Clerk/Treasurer/Finance Director *AS*

Subject: Property and Liability Insurance Bid Recommendation

On November 18, 2021, the City received and opened bids for Property and Liability Insurance. The Request for Proposal was e-mailed to three (3) firms, as well as posted on the City's website with three (3) proposals received as follows:

<u>Bidder</u>	<u>Carrier</u>	<u>Premium</u>
Alpena Agency	Argonaut Insurance Company and Travelers Property & Casualty	Base: \$149,998 Optional Bid: \$143,999
Lappan Agency	Tokio Marine/HCC Insurance Group	Base: \$130,363 for year one, 2 nd and 3 rd years will reflect changes in exposures.
Michigan Municipal League (MML)	MML Liability and Property Pool	Base: \$139,948 Do not offer 3-year policies.

City Manager Smolinski and I conducted a review of the proposals and decided that we would like to move forward with the proposal from the Michigan Municipal League as it best meets the needs of the City. I called the three listed references, and only received one return call which was from the City of Traverse City Clerk. He stated that their city has been insured with the MML since 1986 and has had a great experience to date. Their claims process is consistent and timely, coverages are sufficient, and exclusions are not overboard. He performs a comprehensive market analysis every three years to be sure that the MML's rates are in line with other companies

and found them to be the best he has found. He said that the premiums do increase about 2-3% each year. He highly recommends insuring with the MML.

An added benefit that the MML offers is the payment of dividends. The pool dividend for members 5 years and over renewing in 2022 is 10% of their 2021 renewal premium. In year one, we would receive 10% of the calculated 10% dividend. In year two, it would be 25%. In years three, four and five, it would be 50%, 75% and 100% respectively. Hypothetically, if we would have been with the MML for 5 years and paid \$139,948 in 2021, the City's 2022 dividend would be \$13,994. If we join in 2021, our first-year portion in 2022 will be \$1,399.

Something I'd like to point out in the comparisons, is that the MML offers \$100,000 sewer backup liability, while the other two bidders offer \$1,000,000. I was concerned about this, but I reached out to MML and was informed that in the last 4 years, there were 107 sewer backup claims for a total of \$1,155,926. Only two claims exceeded \$100,000. Having this knowledge, I still feel comfortable moving forward with MML.

Another concern that I looked into was the coverage of ice damage to our docks. The MML claims manager said that although there is a property exclusion for impact damage to docks, piers and wharves, they have paid claims to docks and piers. Coverage is based on the facts and merits of the claim.

Other benefits and differences that were noted include: significantly higher limits of liability for municipal general liability, public officials' liability, law enforcement liability and automobile liability. The deductibles are also lower on numerous coverages, or non-existent.

The pool insures more than 433 public entity members, 139 fire departments, 170 law enforcement agencies, 2,195 police officers, 5,772 miles of streets/roads, 6,950 vehicles, 195 water utilities, 218 sewer utilities, 24 municipal marinas, 206 water service operations, 17 dams, and has \$5 billion of property values.

It is my recommendation, as Clerk/Treasurer/Finance Director, to award the Property and Liability Bid to the Michigan Municipal League for an annual premium of \$139,948 for 2022.

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																		
<i>Food Trucks/Food Truck Parks</i>							R*	R*	R*	R*	R*	R*	R*		R*			
AGRICULTURE/FOREST PRODUCTS																		
<i>Veterinary Services/Animal Clinics/Animal Hospitals</i>								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*
Caterers/Food Service Contractors	R
Coffee Shops	R
Convention Centers/Conference Centers/Banquet Halls	R
Drinking Establishments	R
Food Trucks/Food Truck Parks	R*
Hotels & Motels & Resorts (attached or detached units)	R*
Microbreweries	R
Resorts with ancillary uses other than swimming pools	S
Restaurants without Drive-Through	R
Restaurants with Outdoor Dining (Dining on private property)	R*
Restaurants with Outdoor Dining (Dining public right-of-way)	S*
AGRICULTURE/FOREST PRODUCTS	
Veterinary Services/Animal Clinics/Animal Hospitals	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	
Bakeries (goods produced & sold on-site)	R
Coffee Shops	R
Drinking Establishments	R
Food Trucks/Food Truck Parks	R*
Restaurants without Drive-Through	R
Restaurants with Outdoor Dining (Dining on private property)	R*
Restaurants with Outdoor Dining (Dining public right-of-way)	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

Leilan Bruning, Deputy Clerk/Treasurer

I, Leilan Bruning, Deputy Clerk/Treasurer 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 at a meeting of the Alpena City Council held on December 6, 2021.

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 Presented: November 15, 2021

Adopted: December 6, 2021

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

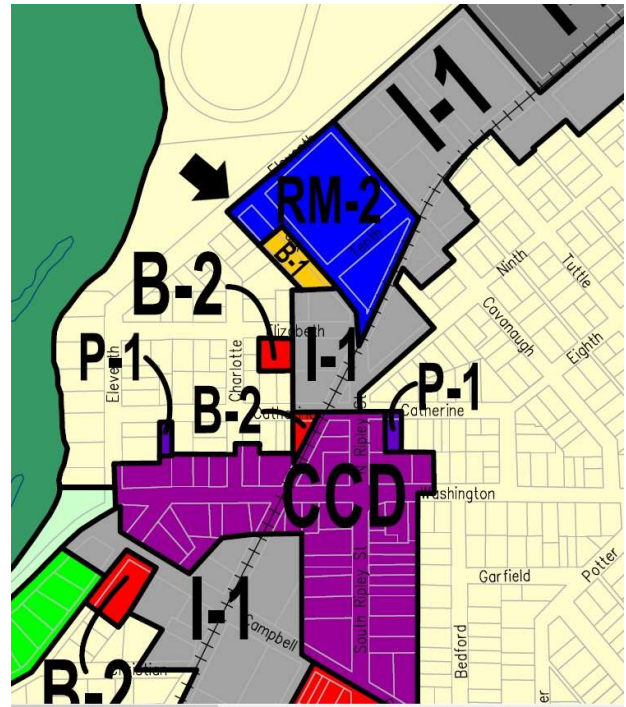
If any clause, sentence, paragraph or part of this Ordinance shall for any reason be finally adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair or invalidate the remainder of this Ordinance but shall be confined in its operation to the clause, sentence,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

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

Leilan Bruning, Deputy Clerk/Treasurer

I, Leilan Bruning, Deputy Clerk/Treasurer for the City of Alpena, hereby certify that the foregoing is a true and correct copy of Ordinance No. 21-466 of the City of Alpena, adopted at a meeting of the Alpena City Council held on December 6, 2021.

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: November 15, 2021

Adopted: December 6, 2021 Published: _____ Effective: _____, subject to PA 110 of 2006 as amended.

ORDINANCE NO. 21-467

AN ORDINANCE OF THE CITY OF ALPENA, MICHIGAN, AMENDING CHAPTER 18 – BUSINESSES, ARTICLE I. IN GENERAL, Sec. 18-1 MEDICAL MARIHUANA FACILITIES - BY REPEAL OF SAME AND ADOPTION OF NEW LANGUAGE IN LIEU THEREOF.

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

CHAPTER 18 - BUSINESSES

ARTICLE I. - IN GENERAL

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

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

- (1) ***Purpose.*** The purpose of this section is to implement and establish a uniformed licensing and regulatory process for Medical and Adult-Use Marihuana Businesses to the extent permissible under the provisions of the Michigan Medical Marihuana Act, (MCL 333.26421 et seq.), the Michigan Marihuana Facilities Licensing Act (MCL 333.27101 et seq.) the Marihuana Tracking Act (MCL 333.27901 et seq.), and the Michigan Regulation and Taxation of Marihuana Act (MCL 333.27951 et seq.) referred to herein as the "Acts", so as to protect the public health, safety, and welfare of the residents and patients of the city by setting forth the manner in which medical marihuana facilities and adult use marihuana establishments can be operated in the city. Further, the purpose of this section is to:
 - a. Provide for a means of cultivation, processing, and distribution of marihuana to patients who qualify to obtain, possess, and use marihuana for medical purposes and for eligible adults with proper qualifying identification to obtain, possess, and use marihuana for legally allowable individual purposes under the Acts;
 - b. Protect public health and safety through reasonable limitations on marihuana operations as they relate to noise, air and water quality, neighborhood and patient/customer safety, security for the facility and its personnel, and other health and safety concerns;
 - c. Protect residential neighborhoods by limiting the location and the concentration of types of medical marihuana facilities and adult use marihuana establishments to specific areas of the city;
 - d. Impose fees to defray and recover the cost to the city of the administrative and enforcement costs associated with medical marihuana facilities and adult use marihuana establishments;
 - e. Coordinate with laws and regulations that may be enacted by the state addressing marihuana; and

- f. To restrict the issuance of medical marihuana facility and adult use marihuana establishment licenses only to individuals and entities that have demonstrated an intent and ability to comply with this section.

(2) ***Legislative intent.*** This section authorizes the establishment of marihuana facilities and marihuana establishments within the city consistent with the Acts:

- a. Marihuana cultivation and processing can have an impact on health, safety, and community resources, and this section is intended to permit marihuana cultivation and processing where it will have a minimal impact;
- b. The regulations for medical marihuana facilities and adult use marihuana establishments are not adequate at the State level to address the impacts on the city of the commercialization of marihuana, making it appropriate for local regulation of the impact of medical marihuana facilities and adult use marihuana establishment on communities as provided for under the acts and expressly retained by municipal charter and any and all powers and immunities, expressed and implied which cities and their officers are, or hereafter may be, permitted to exercise or to provide for under the constitution and laws of the State;
- c. Nothing in this section is intended to promote or condone the distribution, or possession of marihuana in violation of any applicable State law;
- d. This section is to be construed to protect the public over medical marihuana facility and adult use marihuana establishment interests. Operation of a medical marihuana facility and adult use marihuana establishment is a revocable privilege and not a right in the city. There is no property right for an individual or facility to engage or obtain a license to engage in marihuana as a commercial business in the city.

(3) ***Relationship to federal law.*** As of the effective date of this section, marihuana is classified as a schedule 1 controlled substance under the Federal Controlled Substances Act, 21 U.S.C. Sec. 801 et seq., which makes it unlawful to manufacture, distribute, cultivate, produce, possess dispense or transport marihuana. Nothing in this section is intended to grant immunity from any criminal prosecution under federal law.

(4) ***Relationship to state law.*** As of the effective date of this section, as amended, and except as otherwise provided by the Acts; and this section, a city licensee and its employees and agents who are operating within the scope of a valid state-issued operating license are not subject to criminal or civil prosecution under city ordinances regulating marihuana.

Nothing in this section is intended to grant immunity from criminal or civil prosecution, penalty or sanction for the cultivation, manufacture, possession, use, sale, distribution or transport of marihuana in any form, that is not in strict compliance with the Acts, all applicable rules promulgated by the state regarding marihuana and all local laws, ordinances, rules and policies. Strict compliance with any applicable state law or regulation shall be deemed a requirement for the issuance or renewal of any license issued under this section, and noncompliance with any applicable state law or local law or regulation shall be grounds for revocation or nonrenewal of any license issued under the terms of this section.

(5) ***Reservation of legislative prerogative.***

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

(6) ***City liability and indemnification.***

- a. By accepting a license issued pursuant to this section, the licensee waives and releases the city, its officers, elected officials, and employees from any liability for injuries, damages or liabilities of any kind that result from any arrest or prosecution of medical marihuana facility and adult use marihuana establishment owners, operators, employees, clients or customers for a violation of local, state or federal laws, rules or regulations.
- b. By accepting a license issued pursuant to this section, all licensees, agree to indemnify, defend and hold harmless the city, its officers, elected officials, employees, and insurers, against all liability, claims or demands arising on account of bodily injury, sickness, disease, death, property loss or damage or any other loss of any kind, including, but not limited to, any claim of diminution of property value by a property owner whose property is located in proximity to a licensed operating facility or establishment, arising out of, claimed to have arisen out of, or in any manner connected with the operation of a medical marihuana facility and adult use marihuana establishment or use of a product cultivated, processed, distributed or sold that is subject to the license, or any claim based on an alleged injury to business or property by reason of a claimed violation of the Federal Racketeer Influenced and Corrupt Organizations Act (RICO), 18 U.S.C. § 1964(c).
- c. By accepting a license issued pursuant to this section, a licensee agrees to indemnify, defend and hold harmless, the city, its officers, elected officials, employees, and insurers, against all liability, claims, penalties, or demands arising

on account any alleged violation of the Federal Controlled Substances Act, 21 U.S.C. § 801 et seq. or article 7 of the Michigan Public Health Code, MCL 33.7101 et seq.

(B) ***Definitions.*** Through this section, the city adopts all definitions contained in any of the state rules, regulations, statutes, administrative code, enacted for the purpose of regulating marihuana facilities and establishments.

(C) ***Licensing of medical marihuana facilities and adult use marihuana establishments.***

(1) ***Local licensing authority.***

- a. The Alpena City Council is designated as the local licensing authority. The city council may by resolution delegate its authority or a portion of such authority to a new committee or other designee to act as the local licensing authority. The local licensing authority shall have the duty and authority pursuant to the Medical Marihuana Facilities Licensing Act (“MMFLA”) and Michigan Regulation and Taxation of Marihuana Act (“MRTMA”) in this Ordinance to grant or deny an application described in this Ordinance and to levy penalties against the licensee in the manner provided by law.
- b. The local license authority shall consider applications for new business premises, transfer of ownership, change of location, license premises modification, changes in trade name, and any other appropriate application.
- c. The local license authority shall have the power to promulgate rules and regulations concerning the procedure for hearings before the local licensing authority.
- d. The local license authority shall have the power to require any application or licensee to furnish such information to the authority as may be reasonably necessary in order for the authority to perform its duties and functions authorized by this Ordinance.
- e. The local license authority shall have the power to administer oaths and issue subpoenas to require the presence of persons and the productions of papers, books and records at any hearing in which the authority is authorized to conduct. Any subpoena shall be served in the same manner as a subpoena issued by a District Court of the State. The District Court Judge shall have the power and authority to enforce such subpoena.

- (2) ***Number of permitted facilities.*** The maximum number of each type of medical marihuana facility and adult use marihuana establishment permitted in the city is as follows:

Type	Number Permitted in City
Grower Licenses of Class A (maximum of 100 marihuana plants) as defined in the MRTMA or Class A (maximum of 500 marihuana plants) as defined in the MMFLA	Unlimited
Grower Licenses of Class B (maximum of 250 marihuana plants) as defined in the MRTMA or Class B (maximum of 1,000 marihuana plants) as defined in the MMFLA	Unlimited
Grower Licenses of Class C (maximum of 2,000 marihuana plants) as defined in the MRTMA or Class C (maximum of 1,500 marihuana plants) as defined in the MMFLA	Unlimited
Marihuana Microbusiness	Unlimited
Medical Marihuana Provisioning Centers/Marihuana Retailers	Unlimited
Marihuana Processor or Medical Marihuana Processor Facility	Unlimited
Marihuana Safety Compliance Establishment or Medical Marihuana Safety Compliance Facility	Unlimited
Secure Transporter or Medical Marihuana Secure Transporter	Unlimited
Excess Grower	Unlimited
Designated Consumption Center	Prohibited
Marihuana Event Organizer	Prohibited
Temporary Event License	Prohibited

- (3) ***Location.*** No medical marihuana facility or adult use marihuana establishment shall be eligible to be issued a license unless at the time of application for such license, the location of the proposed facility complies with the zoning and separation distances from other uses as set forth in the city zoning ordinance as required for the specific type of medical marihuana facility or adult use marihuana establishment for which licensure is being sought;
- (4) ***Operation at location provided on application only.*** A licensee shall not operate a medical marihuana facility or adult use marihuana establishment at any place in the city other than the address provided in the application on file with the city clerk.

- (5) ***Combined facilities.*** Multiple types of medical marihuana facilities and adult use marihuana establishments may operate from a single location pursuant to the Acts, State of Michigan rules, and the city Zoning Ordinance. A combined facility shall pay one licensing fee upon application if the combined facility is applied for concurrently. If a medical marihuana facility or adult use establishment is added to an existing facility or establishment, a new application and licensing fee shall be required. Annual renewal of the combined facility shall require one fee.
- (6) ***Stacking of licenses.*** Any grower issued a license by the city may stack up to three class C licenses at a single location without requiring any additional city licensing or approval, provided that the exterior of the existing structure where the facility is located will not require expansion. If expansion is required, the licensee must obtain all necessary permits and approval required for such expansion.
- (7) ***Expansion of license classification.*** Provided further that any licensed grower in the city that holds anything less than a state issued class C license may, at any time, expand the license classification without requiring city approval. By way of example: licensee holding a state issued class A license may expand at any time to a state issued class B or C and may further stack up to three class C licenses as provided above without city approval.
- (8) ***License and annual fees required.***
- a. No person shall establish or operate a medical marihuana facility or adult use marihuana establishment in the city without first having obtained from the city and the State of Michigan a license for each such facility or establishment to be operated. License certificates shall be kept current and publicly displayed within the facility or establishment. Failure to maintain or display a current license certificate shall be a violation of this section;
 - b. An annual, nonrefundable licensing fee to defray the administrative and enforcement costs associated with medical marihuana facilities and adult use marihuana establishments located in the city of not more than \$5,000.00 per license or in an amount established by resolution adopted by the city council or in an amount established by state law;
 - c. The annual, nonrefundable application/reapplication fee, as determined by city council resolution from time to time, per license required under this section shall be due and payable with the application for a license and upon the application for renewal of any such license under this section. This application/reapplication fee shall be considered part of the licensing fee in subsection 6.b;
 - d. The annual, nonrefundable inspection fee, as determined by city council resolution from time to time, per licensed facility required under this section shall be due and payable with the application for annual inspection and upon the application for renewal of any such license under this section; This inspection fee shall be considered part of the licensing fee in subsection 6.b;

- e. The fees set forth herein shall be in addition to, and not in lieu of, any other licensing and permitting requirements imposed by any other federal, state, or city ordinance, including, by way of example any applicable zoning or building permits;
- f. The issuance of any license pursuant to this section does not create an exception, defense or immunity to any person in regard to any potential criminal liability the person may have for the production, distribution, or possession of marihuana under federal law;
- g. A separate license shall be required for each facility or establishment type or premise from which a medical marihuana facility or adult use marihuana establishment is operated.
- h. The term of each license shall be one year beginning when the licensee is granted a certificate of occupancy and permit from the building and safety inspections division.
- i. The annual license established pursuant to the above paragraph begins and commences at the time of the receipt of the applicant's certificate of occupancy by the city.

(9) ***Application requirements.***

- a. A person seeking a license pursuant to the Acts and the provisions of this section shall submit an application to the city on forms provided by the city. All documents submitted to the city shall be submitted in both hardcopy and digital formats. At the time of application, each applicant shall pay a nonrefundable application fee to defray the costs incurred by the city for background investigations and inspection of the proposed premises, as well as any other costs associated with the processing of the application. In addition, the applicant shall present a suitable form of identification.
- b. The applicant shall also provide a complete copy of their application for State approval, including, but not limited to:
 - 1. Proof of ownership or authorization to use the property for a medical marihuana facility or adult use marihuana establishment.
 - 2. A notarized statement from the owner of such property authorizing the use of the property for a medical marihuana facility or adult use marihuana establishment, if the applicant is not the owner of the proposed licensed premises;
 - 3. A copy of any deed reflecting the applicant's ownership of, or lease reflecting the right of the applicant to possess, or an option reflecting the applicant's right to purchase or lease, the proposed licensed premises.

4. The non-refundable application fee for a medical marihuana facility or adult use marihuana establishment license is \$1,500.00 per license or as established by resolution adopted by city council or in an amount established by state law. This application fee shall be considered part of the licensing fee in subsection 6.b;
- c. For medical marihuana provisioning centers, marihuana retailers, and marihuana microbusinesses, the following shall apply:
1. At least one applicant shall demonstrate experience with owning (51% or more), operating, and/or managing a business with inventory tracking and control (min. of 1 year) pursuant to MCL 125.3501, MCL 125.3502, MCL 125.3504, Article VII, § 34 Construction of constitution and law concerning counties, townships, cities, villages and Article VII, § 22 Charters, resolutions, ordinances; enumeration of powers of the Michigan Constitution.
 2. At least one applicant shall demonstrate experience with owning (51% or more), operating, and/or managing a business in a highly regulated industry (min. of 1 year). Highly regulated means subject to regulation by LARA or a similarly regulated agency (state or federal) pursuant to MCL 125.3501, MCL 125.3502, MCL 125.3504, Article VII, § 34 Construction of constitution and law concerning counties, townships, cities, villages and Article VII, § 22 Charters, resolutions, ordinances; enumeration of powers of the Michigan Constitution.
 3. Applicant shall present a detailed description of estimated capital investment. Capital investment is defined as a fixed asset, which is an asset purchased for a long-term use and not likely to be converted quickly into cash such as land, buildings, and equipment pursuant to MCL 125.3501, MCL 125.3502, MCL 125.3504, Article VII, § 34 Construction of constitution and law concerning counties, townships, cities, villages and Article VII, § 22 Charters, resolutions, ordinances; enumeration of powers of the Michigan Constitution.
 4. Applicant shall include a business plan which includes a daily operations schedule.
 5. Applicant shall present a proposed staffing plan, complete with descriptions of job duties, proposed wages, and employee qualifications/hiring criteria pursuant to MCL 125.3501, MCL 125.3502, MCL 125.3504, Article VII, § 34 Construction of constitution and law concerning counties, townships, cities, villages and Article VII, § 22 Charters, resolutions, ordinances; enumeration of powers of the Michigan Constitution.
 6. Applicant shall present a documented employee policy book and code of ethics to ensure honesty and integrity of employees.
 7. Applicant shall present a sworn attestation that the Applicant and/or parties with 25% or more interest in the company have not been subject to any civil

monetary judgements entered against it in the last 7 years, excluding family law matters or estate disputes.

8. Applicant shall present a sworn attestation that the Applicant and/or parties with 25% or more interest in the company have not filed bankruptcy within the last 7 years.
9. Applicant shall present a plan to deter and prevent unauthorized entrance into the facility.
10. Applicant shall present a plan to prevent theft and diversion.
11. Applicant shall present a plan for 24/7 video surveillance inside and outside of facility.
12. Applicant shall present a plan for secure storage of medical marihuana and proceeds.
13. Applicant shall present a detailed plan for record keeping and inventory management.
14. Applicant shall provide copies of material safety data sheets for hazardous materials and their plan for storage and disposal (or a sworn attestation that no hazardous materials will be on the premises at any time).
15. Applicant shall present a plan that included a security system in place to alert owner of possible tampering with the facility or its contents.
16. Applicant shall propose a living wage (at least 200% of the Federal Poverty Level for a family of two, at its hourly basis) to all employees pursuant to MCL 125.3501, MCL 125.3502, MCL 125.3504, Article VII, § 34 Construction of constitution and law concerning counties, townships, cities, villages and Article VII, § 22 Charters, resolutions, ordinances; enumeration of powers of the Michigan Constitution.
17. Applicant shall offer a benefits package in addition to wages or salary pursuant to MCL 125.3501, MCL 125.3502, MCL 125.3504, Article VII, § 34 Construction of constitution and law concerning counties, townships, cities, villages and Article VII, § 22 Charters, resolutions, ordinances; enumeration of powers of the Michigan Constitution.

(10) ***Review process.***

- a. Within fourteen (14) days of application submittal, city staff will determine if the application is complete and will notify the applicant if there are deficiencies.

- b. After receiving notification from city staff pursuant to subsection 8.a above, the applicant shall have fourteen (14) days from the date of said notification to submit additional information.
- c. Within thirty (30) days of the application being determined to be complete, city staff will review the application to determine compliance with this section and shall notify the applicant that the applicant is approved to proceed with the inspection phase pursuant to subsection 10.

(11) ***Denial of application and due process.***

- a. The city shall reject any application that does not meet the requirements of the Acts or this section, or any pertinent provision of any State of Michigan or City of Alpena laws, rules or regulations.
- b. In accordance with the Acts, an applicant may be ineligible to receive a license under this section if any of the following circumstances:
 - 1. The applicant has knowingly submitted an application for license that contains false, misleading or fraudulent information, or who has intentionally omitted pertinent information for the application for license.
 - 2. The applicant fails to meet other criteria established by the Acts or other pertinent law and/or obtain a state license.
 - 3. The applicant does not submit proof of "approved for prequalification" with the state.

c. ***Denial of application; due process.***

- 1. Those applicants denied a license based on qualifications may appeal the decision within thirty (30) days of notification of denial. The city council shall hear and decide questions or requests for due process that arise after city staff have reviewed and provided a decision that the applicant wishes to further appeal.
- 2. The applicant must submit a narrative request for due process that includes detailed information and all supporting documentation for any/all points they wish to have city council consider.
 - i. Within thirty (30) days of notification of appeal by the applicant, a due process review shall be conducted at a public meeting of the council and a concurring vote of a majority of the members of the full city council is necessary to reverse an order, requirement, decision or determination of an administrative official in the interpretation of this section;

- ii. The applicant must be present at the designated council meeting or forfeits their right to due process;
- iii. The decision of the city council is final.

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

- a. *Special use permit.* The proposed medical marihuana facility or adult use marihuana establishment shall obtain a Special Use permit from the Planning Commission.
- b. *Inspection.* An occupancy inspection of the proposed medical marihuana facility or adult use marihuana establishment by the city shall be required prior to the issuance of the city operating license in accordance with the currently adopted Michigan Building Code. Such inspection shall occur after the premises are ready for operation, but prior to the stocking of the business with any marihuana and prior to the opening of the business to any patients or the public. The inspection is to verify that the business facilities are constructed and can be operated in accordance with the application submitted and the applicable requirements of the code and any other applicable law, rule or regulation.
- c. In the event that the medical marihuana facility or adult use marihuana establishment is granted a license but fails to substantially comply with its original site plan or operates inconsistent with the manner in which it was represented on the licensing application, the city may revoke the license or may allow the licensee to present its case for modification of its original facility and license to the Planning Commission. If the Planning Commission approves the changes, then the city will take no further action regarding the licensee's license. If the licensee fails to address its substantial non-compliance with the Planning Commission, then the city may revoke the license and may prohibit the licensee from applying for a medical marihuana facility or adult use marihuana establishment license in the future.
- d. After verification that the business facilities are constructed and can be operated in accordance with the application submitted and the applicable requirements of the code and any other applicable law, rule or regulation, the city clerk shall issue a city medical marihuana facility or adult use marihuana establishment license whose term shall run concurrent with the State of Michigan license for the facility or establishment.
- e. Maintaining a valid medical marihuana facility or adult use marihuana establishment license issued by the State of Michigan is a condition for the issuance and maintenance of the city medical marihuana facility or adult use marihuana establishment operating license issued under this section and the continued operation of a medical marihuana facility or adult use marihuana establishment.

- f. The city will authorize approved medical marihuana facility or adult use marihuana establishment license(s) to entities on the condition that the following have been submitted, completed and approved:
1. Application on a form provided by the city; and
 2. Paid all licensing fees due to the city; and
 3. The entity(ies) holds an approved and fully authorized State of Michigan approved medical marihuana facility or adult use marihuana establishment license to the city clerk; and
 4. An approved Special Land Use permit from the Planning Commission; and
 5. An approved certificate of occupancy from the applicable building official; and
 6. All medical marihuana facilities or adult use marihuana establishments shall obtain a State of Michigan license and all other required permits or licenses related to the operation of the medical marihuana facility or adult use marihuana establishment, including, without limitation, any development approvals or building permits required by any applicable code or ordinance prior to opening to the public; including but not limited to any approved building permits (as required for any construction/deconstruction) by the city official as appropriate. Any such license and required permits shall be acquired within one (1) year from the date of approval by city council unless that period is extended by mutual agreement of the city council and licensee.
 7. *Proof of insurance.* A licensee shall at all times maintain full force and effect for duration of the license, workers compensation as required by state law, and general liability insurance with minimum limits of \$1,000,000.00 per occurrence and a \$2,000,000.00 aggregate limit issued from a company licensed to do business in the state having an AM Best rating of at least A-.
 8. The policy shall name the city and its officials and employees as additional insureds to the limits required by this section. A licensee or its insurance broker shall notify the city of any cancellation or reduction in coverage within seven (7) days of receipt of insurer's notification to that effect. The licensee, permittee, or lessee shall forthwith obtain and submit proof of substitute insurance to the city clerk within five business days in the event of expiration or cancellation of coverage.

9. Applicant will provide any additional information that the city clerk, law enforcement, fire chief, public works supervisor, zoning administrator, building official, city manager and/or city attorney or their designees reasonably determines to be necessary in connection with the investigation and review of the application.

(13) ***License forfeiture.*** In the event that a medical marihuana facility or adult use marihuana establishment does not commence operations within one (1) year of issuance of a city operating license, the license shall be deemed forfeited; the business may not commence operations, unless extended by a majority vote of the full city council.

(14) ***License renewal.*** A valid medical marihuana facility or adult use marihuana establishment license may be renewed on an annual basis by a renewal application upon a form provided by the city and payment of annual fees.

- a. ***Timeline of renewal application.*** An application to renew a medical marihuana facility or adult use marihuana establishment license shall be filed at least ninety (90) days prior to the date of its expiration.
- b. ***Late fee.*** In the event that the renewed application is not submitted in accordance with this section, the city will assess a late fee as fixed by city council for each day that the renewal application is submitted late.
- c. ***Late fee after expiration.*** In the event that an application is not received by the date of expiration, an additional late fee shall be assigned by the city council not to exceed \$2,000.00, in addition to the daily late fees outlined herein and annual renewal fee.
- d. ***Expiration.*** In the event that an application is not received by the date of expiration, the license will be considered null and void and all operations must immediately cease by order of law enforcement.
- e. ***Notice of revocation.*** A notice of local revocation will be issued to the State of Michigan and the licensee will have to resubmit all documentation, fees, and receive all approvals as a new entity should they wish to reopen their business.
- f. ***Annual inspection.*** Prior to the issuance of a renewed medical marihuana facility or adult use marihuana establishment license by the city, the premises shall be inspected to assure that it and its systems are in compliance with the requirements of this section. The annual, nonrefundable inspection fee, as assigned by the city council, per licensed facility or establishment required under this section, shall be due and payable with the application for annual inspection and upon the application for renewal of any such license under this section.

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

- a. A medical marihuana facility or adult use marihuana establishment license is valid only for the owner named thereon, the type of business disclosed on the application for the license, and the location for which the license is issued. The licensees of a medical marihuana facility or adult use marihuana establishment license are only those persons disclosed in the application or subsequently disclosed to the city in accordance with this section.
- b. Each operating license is exclusive to the licensee and location. A licensee or any other person must submit an application for licensure with the city clerk before a license is transferred, sold, or purchased.
- c. In compliance with any/all rules issued by the board regarding the sale, transfer or purchase of existing licenses; any entity that holds a city-issued license may transfer or sell their license to a qualifying applicant.
 1. Any entity purchasing or receiving a transferred license must submit an application and all associated documentation and all fees;
 2. The applicant who is receiving the transfer or purchasing the license must have submitted all new application, license and inspection fees and received all local and State of Michigan approvals, including "approved for prequalification" with the State of Michigan on all applications and associated documentation as well as all inspections as outlined in this section and the Acts prior to beginning or taking over operations.
- d. The attempted transfer, sale, or other conveyance of an interest in a license without city approval is grounds for suspension or revocation of the license or for other sanction considered appropriate by the city.
- e. The following actions constitute transfer of ownership and require a new application, application fee and city council approval:
 1. ***Persons.*** Any Transfer of more than 1% of an ownership interest in an Applicant or Permit Holder between Persons constitutes a transfer of ownership.
 2. ***Corporations.*** Any transfer of more than 1% of stock or any change in principal officers or directors of any corporation holding a Permit constitutes a transfer of ownership.
 3. ***Limited Liability Companies.*** Any transfer of more than 1% of membership interest or any change in members or change in the interest held by member(s) of any Limited Liability Company holding a Permit constitutes a transfer of ownership.

4. ***Partnerships.*** Any change of more than 1% of a partnership interest or any change in general or managing partners of any partnership holding a Permit constitutes a transfer of ownership.
5. ***Assets.*** Any transfer of more than 1% of the assets held by an Applicant or Permit Holder constitutes a transfer of ownership

f. ***Effect of transfer.***

1. Immediately following the approval of a transfer of ownership by the city, the transferee(s) will obtain all the interests, rights, obligations and responsibilities of the previous license holder. Once a license holder has transferred his or her ownership interest, any privileges enjoyed by that license holder under this ordinance are terminated.
2. For transfers, the renewal and termination dates of the license shall not change.

(16) ***License as revocable privilege.***

- a. An operating license granted by this section is a revocable privilege granted by the city and is not a property right. Granting a license does not create or vest any right, title, franchise, or other property interest.
- b. Each license is exclusive to the licensee, and a licensee or any other person must apply for and receive the city's approval before a license is transferred, sold, or purchased.
- c. A licensee or any other person shall not lease, pledge, or borrow or loan money against a license.
- d. Any effort to circumvent the protocol listed in this section and/or the city zoning ordinance will result in the immediate denial of application or complete revocation of the city-issued medical marihuana facility or adult use marihuana establishment license.

(17) ***Nonrenewal, suspension, or revocation of license.***

- a. The city may, after notice, suspend, revoke or refuse to renew a license for any of the following reasons:
 1. The applicant or licensee, or his or her agent, manager or employee, has violated, does not meet, or has failed to comply with, any of the terms, requirements, conditions or provisions of this section or with any applicable state or local law or regulation;

2. The applicant or licensee, or his or her agent, manager or employee, has failed to comply with any special terms or conditions of its license pursuant to an order of the State of Michigan or local licensing authority, including those terms and conditions that were established at the time of issuance of the license and those imposed as a result of any disciplinary proceedings held subsequent to the date of issuance of the license; or
 3. The medical marihuana facility or adult use marihuana establishment has been operated in a manner that adversely affects the public health, safety or welfare;
 4. The licensee has not submitted all necessary documentation and/or fees to renew their license.
- b. Evidence to support a finding under this section may include, without limitation, a continuing pattern of conduct, a continuing pattern of drug-related criminal conduct within the premises or property occupied by the medical marihuana facility or adult use marihuana establishment, a continuing pattern of criminal conduct directly related to or arising from the operation of the medical marihuana facility or adult use marihuana establishment, or an ongoing nuisance condition emanating from or caused by the medical marihuana facility or adult use marihuana establishment or any other concerns raised by city staff and/or other local, state or federal officials. Criminal conduct shall be limited to the violation of a state law or regulation or city ordinance.
 - c. Any decision of nonrenewal, suspension or revocation has the right to due process and may be eligible for appeal to the city council.

(D) *General requirements and restrictions.* All medical marihuana facilities or adult use marihuana establishments operating within the city shall be subject to the following general requirements and restrictions. To the extent there is a conflict between these requirements and restrictions and the Act, the Act shall prevail.

(1) *General requirements.*

- a. ***Exterior signage.*** Facilities and establishments may only use exterior signage that is in compliance with the city's zoning ordinance regarding signs and Michigan law. Facilities may not use exterior signage or displays with neon, flashing lights, or similarly noxious or obtrusive lighting or effects.
- b. ***Hours of operation.*** Provisioning centers, retailers, and microbusinesses may only operate between the hours of 8:00 a.m. and 9:00 p.m.
- c. ***Indoor operations/no drive-thru service.*** All business operations of a facility or establishment must occur indoors. Facilities and establishments may not provide drive-thru service.

- d. ***Odors.*** Facilities and establishments may not emit noxious odors or fumes, in accordance with the city's zoning ordinance regarding visibility of activities; control of emissions.
- e. ***Artificial lighting.*** Any artificial grow lighting must not be visible from neighboring properties, streets, or rights-of-way.
- f. ***Security.*** Facilities and establishments shall have:
 - 1. A monitored alarm system (24 hours per day and seven days a week);
 - 2. A safe for all cash, cash equivalents, and marihuana stored in the facility or establishment overnight shall be in a room secured by commercial grade security doors;
 - 3. Monitored security cameras covering, at a minimum, all parking areas, entrances and exits, points of sale, and all areas where marihuana is stored or handled. All security recordings must be maintained for a minimum of forty-five (45) days and provided to law enforcement upon request;
- g. ***Display of permit.*** The permit issued by the city and the license issued by the state shall be prominently displayed within the facility in a location where it can be easily viewed by the public.
- h. ***Systems.*** All facilities and establishments shall have electrical, fire safety, plumbing, filtration and waste disposal systems, which are appropriate and consistent with best industry practices for the business being conducted.

(2) ***Prohibited acts.***

- a. No person under the age of eighteen (18) shall be permitted to enter a facility unless the person has a medical marihuana card and is accompanied by a legal guardian over the age of eighteen (18).
- b. No marihuana may be smoked, used, or consumed at any facility.
- c. It shall be unlawful for any licensee to permit the consumption of alcohol beverages on the licensed premises.
- d. No facility or establishment may operate under a temporary certificate of occupancy. Facilities and establishments shall be in full compliance with all applicable legal requirements in order to operate.
- e. It shall be unlawful for any licensee holding a provisioning center, retailer, or microbusiness license, or for any agent, manager, or employee thereof to:

1. Sell, give, dispense or otherwise distribute medical marihuana or adult use marihuana paraphernalia from any outdoor location;
2. Sell, give, dispense or otherwise distribute to any patient or primary caregiver who is not a licensee more usable form of medical marihuana (including the useable medical marihuana equivalent of medical marihuana-infused products) within any seven-day period of time than they are allowed by the MMMA to possess;
3. It shall be unlawful for a provisioning center, retailer, or microbusiness to distribute marihuana or marihuana-infused products to a consumer free of charge.

(3) ***Inspection of licensed premises.***

- a. Application for medical marihuana facility or adult use marihuana establishment license or operation of a medical marihuana facility or adult use marihuana establishment, or leasing property to a medical marihuana facility or adult use marihuana establishment, constitutes consent by the applicant, and all owners, managers, and employees of the business, and the owner of the property to permit law enforcement, or their designee, to conduct routine examinations and inspections of the medical marihuana facility or adult use marihuana establishment to ensure compliance with this section or any other applicable law, rule or regulation.
- b. During all business hours and other times when the premises are occupied by the licensee or an employee or agent of the licensee, all licensed premises shall be subject to examination and inspection by law enforcement and any other city departments for the purpose of investigating and determining compliance with the provisions of this section and any other applicable state and local laws or regulations.
- c. For the purposes of this section, examinations and inspections of medical marihuana facilities and adult use marihuana establishments and recordings from security cameras in such businesses are part of the routine policy of enforcement of this section for the purpose of protecting the public safety, individuals operating and using the services of the medical marihuana facilities and adult use marihuana establishments, and the adjoining properties and neighborhoods.
- d. A licensee, or an employee or agent of the licensee, shall not threaten, hinder or obstruct a law enforcement officer or a city inspector or investigator in the course of making an examination or inspection of the licensed premises and shall not refuse, fail, or neglect to cooperate with a law enforcement officer, inspector, or investigator in the performance of his or her duties to enforce this section, the Acts, or applicable state administrative rules.

(E) *Other laws remain applicable.* To the extent the State of Michigan adopts in the future any additional or stricter law or regulation governing the sale or distribution of medical marihuana, the additional or stricter regulation shall control the establishment or operation of any medical marihuana facility or adult use marihuana establishment in the city. Compliance with any applicable state law or regulation shall be deemed an additional requirement for issuance or denial of any license, and noncompliance with any applicable state law or regulation shall be grounds for the revocation or suspension of any license.

(F) *Grant of administrative authority.* The city clerk is granted the power and duty, through its official designation, to fully and effectively implement and administer the license application process and issuance of operating licenses issued by the city under this section. The city clerk, after consultation with other city departments, may promulgate such rules as necessary to implement and administer this section.

(G) *Violations and penalties.*

(1) In addition to the possible denial, suspension, revocation or nonrenewal of a license under the provisions of this section, any person, including, but not limited to, any licensee, manager or employee of a medical marihuana facility or adult use marihuana establishment, or any customer of such business, who violates any of the provisions of this section, shall be guilty of a misdemeanor punishable in accordance with this section unless a different penalty is provided herein.

(2) If a facility is operated in violation of the Act or any applicable ordinance, or if the Licensee is found to have submitted false or misleading information in its permit application, the city may revoke the permit for such facility to operate within the city. The city retains the right to alter the number and type of facilities and establishments authorized hereunder at any time. Any permit granted hereunder is a revocable privilege granted by the city and is not a property or other legal right.

(3) With respect to any facility that is in violation of any requirement or restriction set forth in this section, the Licensee of a facility, all persons identified pursuant to the Acts, and any on-site manager shall be subject to the following penalties:

- a. Any violation shall be a misdemeanor and may be punished by a fine of not more than \$1,500.00 and/or imprisonment not exceeding ninety (90) days and the violator(s) shall pay all court costs and expenses.
- b. The penalties set forth herein are non-exclusive and cumulative, and nothing herein shall be deemed to prevent city from enforcing any other applicable ordinance.
- c. In addition to the remedies provided herein, the city may file for injunctive relief to abate any violation hereof.

EFFECTIVE DATE

THE PROVISIONS OF THIS ORDINANCE SHALL TAKE EFFECT TEN (10) DAYS AFTER BEING ADOPTED BY THE MUNICIPAL COUNCIL AND DULY PUBLISHED.

I HEREBY CERTIFY THAT THE ABOVE ORDINANCE WAS ADOPTED BY THE MUNICIPAL COUNCIL OF THE CITY OF ALPENA, MICHIGAN, AT A REGULAR MEETING HELD ON THE _____ DAY OF _____ 2021.

Matthew J. Waligora
Mayor

Anna Soik
City Clerk/Treasurer/Finance Director

First Presented: December 6, 2021
Adopted: _____, 2021
Published: _____, 2021

William A. Pfeifer, City Attorney

Memorandum



Date: November 18, 2021

To: Mayor Waligora and Municipal Council Members

From: Anna Soik, Clerk/Treasurer/Finance Director AS

Subject: Costs and Voter Turnout November 2, 2021 Election

The costs for the November 2nd City Election totaled \$10,751. The largest expense was the ballots and memory cards at \$4,066. Election worker expense was \$2,496, which is low because of consolidated precincts and less workers needed for a small election. Also, we didn't have an absentee ballot counting board as we opted to process the absentee ballots in the precincts.

The City had 8,585 registered voters at the time of the election, which is an increase of 62 voters since the May election. The voter turnout was 17% which equals 1,478 voters. Of that total, 861 voters or 58% were absentee voters.

The largest voter demographic at 640 (43%) was once again comprised of females aged 60 and older. Combined precinct 4 and 5, located at the First United Methodist Church, had the highest turnout among the precincts with 657 or 44% of total voters.

Election Costs 11/02/21

Election Source (ballot printing/memory card)	\$4,066.28
Board of Canvassers (mlage/wages)	
Building costs:	\$500.00
Alpena News Ads	\$581.70
Certified mail costs	
Postage after reimbursement	\$1,521.47
Supplies	\$221.06

DPW Labor					
Regular Hrs	Hourly Rate	Total	OT Hrs	Hourly Rate	Total
16	\$19.04	\$304.64	1.5	\$28.56	\$42.84
16	\$19.71	\$315.36	3	\$29.57	\$88.71
0	\$0.00	\$0.00	0	\$0.00	\$0.00
32		\$620.00	4.5		\$131.55
					\$751.55

DPW Truck Expense			
Van #3	17.5	\$12.91	\$225.93
Truck #21	1.5	\$11.21	\$16.82
			\$242.74

Clerical Workers						
Saturday OT Hrs			Election Week OT Hrs			
0	\$	28.25	\$0.00	5	\$	28.25
8	\$	30.03	\$240.24	4	\$	30.03
0	\$	29.81	\$0.00	3	\$	29.81
8			\$240.24	12		\$350.80
Training Hrs						
0		0.00	\$0.00			
0		0.00	\$0.00			
0		0.00	0			
0			\$0.00			
						\$591.04

Election Workers Payroll w/Training Costs: \$2,496.22

Grand Total: \$10,751.00

Not Included in this breakdown:

Administrative Assistants time to assemble the chair packets/precinct supply boxes/setting up-tear down voter booths, clean-up boxes/supply boxes after election, Clerk & Deputy Clerk's time out to test election equipment, prepare ballot distribution, load laptops, visit each precinct on election day.

Total Registers Voters	8,585
Absent Voters	861
Voted at the Polls	617
Total Voted	1,478
Percentage Voted	17%

VOTER TURNOUT BY GENDER AGE
11/02/2021 - NOVEMBER CONSOLIDATED
ALPENA CITY (01740)

Absentee Only

	All	Voted	Percent	18-21	Voted	Percent	22-30	Voted	Percent	31-40	Voted	Percent	41-50	Voted	Percent	51-59	Voted	Percent	60+	Voted	Percent
WARD PRECINCT : 00001																					
Males	1358	69	5.08%	65	0	0.00%	205	5	2.44%	268	3	1.12%	254	5	1.97%	206	4	1.94%	360	52	14.44%
Females	1359	90	6.62%	70	1	1.43%	211	2	0.95%	226	3	1.33%	192	6	3.13%	212	9	4.25%	448	69	15.40%
No Gender	0	0	0.00%	0	0	0.00%	0	0	0.00%	0	0	0.00%	0	0	0.00%	0	0	0.00%	0	0	0.00%
All	2717	159	5.85%	135	1	0.74%	416	7	1.68%	494	6	1.21%	446	11	2.47%	418	13	3.11%	808	121	14.98%
WARD PRECINCT : 00003																					
Males	604	67	11.09%	28	0	0.00%	72	0	0.00%	81	2	2.47%	67	1	1.49%	79	5	6.33%	277	59	21.30%
Females	816	121	14.83%	24	0	0.00%	65	2	3.08%	90	0	0.00%	79	2	2.53%	117	13	11.11%	441	104	23.58%
No Gender	0	0	0.00%	0	0	0.00%	0	0	0.00%	0	0	0.00%	0	0	0.00%	0	0	0.00%	0	0	0.00%
All	1420	188	13.24%	52	0	0.00%	137	2	1.46%	171	2	1.17%	146	3	2.05%	196	18	9.18%	718	163	22.70%
WARD PRECINCT : 00004																					
Males	608	76	12.50%	22	0	0.00%	67	3	4.48%	102	2	1.96%	77	2	2.60%	79	7	8.86%	261	62	23.75%
Females	774	119	15.37%	27	0	0.00%	69	3	4.35%	102	2	1.96%	80	1	1.25%	107	7	6.54%	389	106	27.25%
No Gender	1	0	0.00%	0	0	0.00%	1	0	0.00%	0	0	0.00%	0	0	0.00%	0	0	0.00%	0	0	0.00%
All	1383	195	14.10%	49	0	0.00%	137	6	4.38%	204	4	1.96%	157	3	1.91%	186	14	7.53%	650	168	25.85%
WARD PRECINCT : 00005																					
Males	636	61	9.59%	27	0	0.00%	87	2	2.30%	88	1	1.14%	95	3	3.16%	97	6	6.19%	242	49	20.25%
Females	725	103	14.21%	28	0	0.00%	75	1	1.33%	77	1	1.30%	116	4	3.45%	109	3	2.75%	320	94	29.38%
No Gender	0	0	0.00%	0	0	0.00%	0	0	0.00%	0	0	0.00%	0	0	0.00%	0	0	0.00%	0	0	0.00%
All	1361	164	12.05%	55	0	0.00%	162	3	1.85%	165	2	1.21%	211	7	3.32%	206	9	4.37%	562	143	25.44%
WARD PRECINCT : 00006																					
Males	788	52	6.60%	41	0	0.00%	108	0	0.00%	145	4	2.76%	135	3	2.22%	112	7	6.25%	247	38	15.38%
Females	920	103	11.20%	29	0	0.00%	119	2	1.68%	152	8	5.26%	152	4	2.63%	139	8	5.76%	329	81	24.62%
No Gender	0	0	0.00%	0	0	0.00%	0	0	0.00%	0	0	0.00%	0	0	0.00%	0	0	0.00%	0	0	0.00%
All	1708	155	9.07%	70	0	0.00%	227	2	0.88%	297	12	4.04%	287	7	2.44%	251	15	5.98%	576	119	20.66%
GRAND TOTALS:																					
Males	3994	325	8.14%	183	0	0.00%	539	10	1.86%	684	12	1.75%	628	14	2.23%	573	29	5.06%	1387	260	18.75%
Females	4594	536	11.67%	178	1	1.43%	539	10	1.86%	647	14	2.16%	619	17	2.75%	684	40	5.85%	1927	454	23.56%
No Gender	1	0	0.00%	0	0	0.00%	1	0	0.00%	0	0	0.00%	0	0	0.00%	0	0	0.00%	0	0	0.00%
All	8589	861	10.02%	361	1	0.28%	1079	20	1.85%	1331	26	1.95%	1247	31	2.49%	1257	69	5.49%	3314	714	21.54%

VOTER TURNOUT BY GENDER AGE
11/02/2021 - NOVEMBER CONSOLIDATED
ALPENA CITY (01740)

In-person & Absentee

	All	Voted	Percent	18-21	Voted	Percent	22-30	Voted	Percent	31-40	Voted	Percent	41-50	Voted	Percent	51-59	Voted	Percent	60+	Voted	Percent
WARD PRECINCT : 00001																					
Males	1358	138	10.16%	65	0	0.00%	205	10	4.88%	268	12	4.48%	254	8	3.15%	206	15	7.28%	360	93	25.83%
Females	1359	148	10.89%	70	1	1.43%	211	5	2.37%	226	12	5.31%	192	11	5.73%	212	15	7.08%	448	104	23.21%
No Gender	0	0	0.00%	0	0	0.00%	0	0	0.00%	0	0	0.00%	0	0	0.00%	0	0	0.00%	0	0	0.00%
All	2717	286	10.53%	135	1	0.74%	416	15	3.61%	494	24	4.86%	446	19	4.26%	418	30	7.18%	808	197	24.38%
WARD PRECINCT : 00003																					
Males	604	110	18.21%	28	0	0.00%	72	2	2.78%	81	2	2.47%	67	5	7.46%	79	13	16.46%	277	88	31.77%
Females	816	164	20.10%	24	0	0.00%	65	2	3.08%	90	3	3.33%	79	3	3.80%	117	20	17.09%	441	136	30.84%
No Gender	0	0	0.00%	0	0	0.00%	0	0	0.00%	0	0	0.00%	0	0	0.00%	0	0	0.00%	0	0	0.00%
All	1420	274	19.30%	52	0	0.00%	137	4	2.92%	171	5	2.92%	146	8	5.48%	196	33	16.84%	718	224	31.20%
WARD PRECINCT : 00004																					
Males	607	139	22.90%	22	0	0.00%	67	3	4.48%	102	7	6.86%	77	5	6.49%	79	17	21.52%	260	107	41.15%
Females	774	186	24.03%	27	1	3.70%	69	6	8.70%	102	9	8.82%	80	3	3.75%	107	14	13.08%	389	153	39.33%
No Gender	1	0	0.00%	0	0	0.00%	1	0	0.00%	0	0	0.00%	0	0	0.00%	0	0	0.00%	0	0	0.00%
All	1382	325	23.52%	49	1	2.04%	137	9	6.57%	204	16	7.84%	157	8	5.10%	186	31	16.67%	649	260	40.06%
WARD PRECINCT : 00005																					
Males	636	146	22.96%	27	0	0.00%	87	7	8.05%	88	5	5.68%	95	9	9.47%	97	15	15.46%	242	110	45.45%
Females	725	186	25.66%	28	0	0.00%	75	4	5.33%	77	9	11.69%	116	16	13.79%	109	14	12.84%	320	143	44.69%
No Gender	0	0	0.00%	0	0	0.00%	0	0	0.00%	0	0	0.00%	0	0	0.00%	0	0	0.00%	0	0	0.00%
All	1361	332	24.39%	55	0	0.00%	162	11	6.79%	165	14	8.48%	211	25	11.85%	206	29	14.08%	562	253	45.02%
WARD PRECINCT : 00006																					
Males	788	109	13.83%	41	0	0.00%	108	1	0.93%	145	11	7.59%	135	10	7.41%	112	19	16.96%	247	68	27.53%
Females	919	152	16.54%	29	0	0.00%	119	4	3.36%	152	15	9.87%	152	11	7.24%	139	18	12.95%	328	104	31.71%
No Gender	0	0	0.00%	0	0	0.00%	0	0	0.00%	0	0	0.00%	0	0	0.00%	0	0	0.00%	0	0	0.00%
All	1707	261	15.29%	70	0	0.00%	227	5	2.20%	297	26	8.75%	287	21	7.32%	251	37	14.74%	575	172	29.91%
GRAND TOTALS:																					
Males	3993	642	16.08%	183	0	0.00%	539	23	4.27%	684	37	5.41%	628	37	5.89%	573	79	13.79%	1386	466	33.62%
Females	4593	836	18.20%	178	2	1.43%	539	21	3.90%	647	48	7.42%	619	44	7.11%	684	81	11.84%	1926	640	33.23%
No Gender	1	0	0.00%	0	0	0.00%	1	0	0.00%	0	0	0.00%	0	0	0.00%	0	0	0.00%	0	0	0.00%
All	8587	1478	17.21%	361	2	0.55%	1079	44	4.08%	1331	85	6.39%	1247	81	6.50%	1257	160	12.73%	3312	1106	33.39%


Memorandum



Date: December 1, 2021

To: Mayor and City Council Members

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

From: Stephen J. Shultz, City Engineer 

Subject: SUEZ Presentation - Fluoride

In response to the current supply shortage and shipping issues experienced world-wide, SUEZ staff has prepared a presentation for informational purposes to outline the options related to specific chemicals added in the water production process that are not required.




Memorandum



Date: November 22, 2021

To: Mayor and City Council Members

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

From: Stephen J. Shultz, City Engineer 

Subject: City Wide Boiler Inspection Bid Recommendation

On November 15, 2021, the City received and opened bids for the City Wide Boiler Inspections. Bids were sent to (4) four firms as well as posted on the City's website with (1) one bid received as follows:

Weinkauf Plumbing & Heating

Description	Units	2022	2023	2024
City Hall Mechanical Room (two units)*	\$/Year	\$160.00	\$165.00	\$170.00
Public Safety Boiler Room (two units)*	\$/Year	\$160.00	\$165.00	\$170.00
Second Avenue Bridge House	\$/Year	\$80.00	\$83.00	\$85.00
Wastewater Treatment Plant Mechanical Room (2 units)*	\$/Year	\$160.00	\$165.00	\$170.00
Wastewater Treatment Plant Steam Boiler	\$/Year	\$80.00	\$83.00	\$85.00
Woodward Trailhead Boiler	\$/Year	\$120.00	\$124.00	\$128.00

* Yearly bid price will be for both unit

Previous Contract Prices

Description	Units	2019	2020	2021
City Hall Mechanical Room (two units)*	\$/Year	\$150.00	\$154.50	\$159.00
Public Safety Boiler Room (two units)*	\$/Year	\$150.00	\$154.50	\$159.00
Second Avenue Bridge House	\$/Year	\$75.00	\$77.25	\$79.50

Wastewater Treatment Plant Mechanical Room (2 units)*	\$/Year	\$150.00	\$154.50	\$159.00
Wastewater Treatment Plant Steam Boiler	\$/Year	\$75.00	\$77.25	\$79.50

* Yearly bid price will be for both unit

The intent of the project is to perform annual boiler inspections in accordance with the 2009 Michigan Boiler Code Rule 27 which requires a service technician be certified to perform the annual testing.

The City of Alpena shall have the right to extend this contract for (1) one additional (3) three year period if both parties can mutually agree upon prices. In no case shall the contract be extended beyond December 31, 2027.

It is my recommendation, as City Engineer, that we award the City Wide Boiler Inspection Contract to Weinkauf Plumbing & Heating Inc., at the prices listed above. Weinkauf Plumbing & Heating Inc. holds all required mechanical licensing for the inspections.

Attachments



City of Alpena Engineering Department
Schedule of Items
City Wide Boiler Inspection

Contractor: WERN KAUF Plumbing & HEATING INC.

Annual Inspection				
Description	Units	2022 Bid Price	2023 Bid Price	2024 Bid Price
City Hall Mechanical Room (two units)*	\$/Year	\$ 160 ⁰⁰	\$ 165 ⁰⁰	\$ 170 ⁰⁰
Public Safety Boiler Room (two units)*	\$/Year	\$ 160 ⁰⁰	\$ 165 ⁰⁰	\$ 170 ⁰⁰
Second Avenue Bridge House	\$/Year	\$ 80 ⁰⁰	\$ 83 ⁰⁰	\$ 85 ⁰⁰
Wastewater Treatment Plant Mechanical Room (two units)*	\$/Year	\$ 160 ⁰⁰	\$ 165 ⁰⁰	\$ 170 ⁰⁰
Wastewater Treatment Plant Steam Boiler	\$/Year	\$ 80 ⁰⁰	\$ 83 ⁰⁰	\$ 85 ⁰⁰
Woodward Trailhead Boiler	\$/Year	\$ 120 ⁰⁰	\$ 124 ⁰⁰	\$ 128 ⁰⁰

* Yearly bid price will be for both units.

*Awarded contractor must notify the City by email at engineer@alpena.mi.us at least (2) two weeks in advance of services.

*A walkthrough can be arranged if requested.

Bids Due: November 15, 2021
Time: 2:00 p.m.

BID LIST
City Wide Boiler Inspection

Weinkauf Plumbing & Heating Inc.
1411 M-32 West
Alpena MI 49707
Ph: 989-354-5427
lukeg@weinkaufph.com
teresad@weinkaufph.com

Lakeshore Plumbing and Heating
1587 M-32
Alpena, Michigan 49707
Ph: 989-354-7574
lakeshoreplumbing@hotmail.com

Wise Plumbing
2268 S. M-76
West Branch, MI 48861
Ph: 989-345-0680
Wise.heating@yahoo.com

G & K Plumbing
6908 Wolf Creek Road
Herron, MI 49774
Ph: 989-884-2885
gnkplumbingandheating@gmail.com


Memorandum



Date: November 22, 2021

To: Mayor and City Council Members

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

From: Stephen J. Shultz, City Engineer 

Subject: Bagged Leaf and Lawn Material Pickup

On November 15, 2021, the City received and opened bids for bagged leaf and lawn material pickup services for years 2022, 2023, and 2024. Bid documents were sent to (5) five vendors and also posted on the City's website with one bid received as follows:

Current Bid	Per Pick Up Cost - 4 per year		
	2022	2023	2024
A-1 Tree Service, Alpena	\$10,100.00	\$10,100.00	\$10,100.00
	\$40,400.00	\$40,400.00	\$40,400.00

Previous Contract	Per Pick Up Cost - 4 per year		
	2019	2020	2021
A-1 Tree Service, Alpena	\$10,000.00	\$10,100.00	\$10,100.00
	\$40,000.00	\$40,400.00	\$40,400.00

A-1 Tree Service has provided outstanding service as well as an exceptional working relationship for many years with the City providing stump grinding service as well as previously providing bagged lawn material pickups throughout the City. As there has been no increase from the last year of the previous contract, as well as no increase for the years 2023 and 2024 of the proposed contract, it is my recommendation, as City Engineer, that City Council award the bagged leaf and lawn material pickup to A-1 Tree Service for the as bid prices listed above. Funding has been established in the Public Works Budget for this service.

Attachments



BID PROPOSAL

I. The Following Proposal is Hereby Made to:

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

II. Evaluation Section

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

III. Stipulated Amount

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

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

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

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

Pay Item	No. of Pickups	Per Pickup	Total Cost
Bagged Lawn Material Pickup – May 2022 through November 2022 (two in spring and two in fall)	4	\$ 10,100	\$ 40,400
Bagged Lawn Material Pickup – May 2023 through November 2023 (two in spring and two in fall)	4	\$ 10,100	\$ 40,400
Bagged Lawn Material Pickup – May 2024 through November 2024 (two in spring and two in fall)	4	\$ 10,100	\$ 40,400
Total Bid		N/A	\$ 121,200

Bids Due: November 15, 2021
Time: 2:00 p.m.

BID LIST
Bagged Lawn & Leaf Material Pickup

A-1 Tree Service
7437 Wallace Road
Alpena, MI 49707
(989) 354-5707
Gibby16@hotmail.com

Dependable Lawn Care
Alpena, MI 49707
(989) 464-0647
Dlc49707@hotmail.com

Fair & Square Tree Service
2443 E. Lacombe Road
Alpena, MI 49707
(989) 464-0911
fairandsquaretreeservice@gmail.com

Grasshoppers
14743 N. US 23
Spruce, MI 48762
(989) 884-1316
wecare@grasshoppersmi.com

Alpena Lawn Care Maintenance
(989) 356-0102
Alpena, MI 49707
tmale@charter.net