

ALPENA CITY COUNCIL MEETING

December 19, 2022 – 6:00 p.m.

AGENDA

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

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

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

Access Code: 667-050-061

1. Call to Order.
2. Pledge of Allegiance.
3. Approval of and Proposed Modifications to the Agenda.
4. Approve Minutes – Regular and Closed Sessions of December 05, 2022.
5. Citizens Appearing Before Council on Agenda and Non-Agenda Items (Citizens Shall be Allowed a Maximum of Five (5) Minutes Each to Address Their Concerns. This is the Only Time During a Council Meeting that Citizens are Allowed to Address the Council).
6. Presentations.
 - A. Retirement Recognition for Firefighter/EMT, Bruce Honeycutt – Fire Chiefs Bill Forbush and Rob Edmonds.
 - B. Retirement Recognition for Bill Forbush, Fire Chief – Rachel Smolinski, City Manager, and Rob Edmonds, Fire Chief.
7. Public Hearing.

Change City Elections to Even-Numbered Years.

 1. Open Public Hearing.
 2. Report by Anna Soik, City Clerk.
 3. Open Public Comment.
 4. Request Written Comments Received by the City Clerk.
 5. Close Public Hearing.
 6. Council Discussion.
 7. Approval of Resolution No. 2022-18.
8. Consent Agenda.
 - A. Bills to be Allowed, in the Amount of \$427,158.16.
 - B. Approval of an Extension Period Until May 31, 2023, with WSSA LLC, for the Purchase of Two Front Lots Located at US23 North.
 - C. Budget Amendment Request to Decrease the Revenue for the American Rescue Plan Act Fund in the Amount of \$521,040.

D. Renew the 2023 Property and Liability Insurance Policy with the Michigan Municipal League for \$145,138, Set to Expire on December 31, 2023.

E. Approve the Michigan Recreation Passport Grant Agreement, Authorize Mayor Matthew Waligora to Sign, and Adopt Resolution No. 2022-23.

9. Announcements.

10. Mayoral Proclamation.

11. Report of Officers.

A. First Reading of Ordinance No. 22-483 Which is to Amend the City of Alpena Zoning Map – Bill Pfeifer, City Attorney.

B. Costs and Voter Turnout of the November 8, 2022, Election – Anna Soik, City Clerk.

12. Communications and Petitions.

13. Unfinished Business.

A. Fluoride Decision – Rachel Smolinski, City Manager.

B. Guidelines for Poverty Exemption – Anna Soik, City Treasurer.

14. New Business.

15. Adjourn.

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

Rachel Smolinski
City Manager

COUNCIL PROCEEDINGS

December 05, 2022

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

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

Absent: None.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

APPROVAL OF THE AGENDA

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

Motion carried 5-0.

MODIFICATION TO THE AGENDA

Moved by Mayor Pro Tem Johnson, seconded by Councilmember Mitchell, to move the City-Wide Pride presentation to before the public hearing and remove item G, approval of the Marina Shop lease renewal with All Marine and Storage through December 31, 2023, to Unfinished Business on the agenda.

Motion carried 5-0.

MINUTES

The minutes of the regular session of November 21, 2022, were approved as printed.

CITY-WIDE PRIDE PRESENTATION

The following employees were recognized for exhibiting “City-Wide Pride”: entire Police Department, DPW Technician, Todd “Kooter” Platt; Fire Command Officer, Chris Morrison; Firefighter/Paramedic, Cain Makowski; Chief of Police, Joel Jett; and a tie between Public Safety Clerk, Tracy Marquardt and Office Clerk, Gretchen Kruse.

PUBLIC HEARING FOR THE DDA BOUNDARY EXPANSION

A public hearing was conducted for the Downtown Development Authority (DDA) boundary expansion. A report was given by Anne Gentry, Executive Director of the DDA. A public comment period was opened. The Clerk reported that she received two written comments, both of which are in favor of the expansion. The public hearing was then closed, and council discussion ensued. Impacted jurisdictions have 60 days to notify the City if they are opting out or agreeing to another form of tax capture. The opt-out period ends February 3, 2023.

CONSENT AGENDA

Moved by Councilmember Nowak, seconded by Councilmember Mitchell, that the following Consent Agenda items be approved:

- A. Bills to be allowed, in the amount of \$1,190,064.19
- B. Approval of the Memorial Day, Fourth of July, and Christmas parades held within the city limits in 2023.
- C. PA 152 insurance opt-out effective calendar year 2023.
- D. Approval of revisions to Council Policy Statement No. 21 – Guidelines for Poverty Exemption.
- E. Adoption of Resolution No. 2022-19 which is a resolution to establish a policy regarding the accessibility of the Assessor’s office to taxpayers.
- F. Authorize Mayor Waligora to sign the Supervisor’s Warrant for the winter 2022 tax roll.
- G. Approval of the 2023 Council meeting schedule.

Motion carried 5-0.

ORDINANCE 22-482

Moved by Councilmember Nowak, seconded by Mayor Pro Tem Johnson, to adopt Ordinance No. 22-482.

Motion carried 5-0.

CULLIGAN PLAZA RENOVATION COMMUNITY SURVEY RESULTS

Moved by Mayor Pro Tem Johnson, seconded by Councilmember Walchak, to receive and file the Culligan Plaza Renovation Community Survey results.

Motion carried 5-0.

GFOA AWARD

City Manager Smolinski informed the Council that the City of Alpena received the Government Finance Officer Association Certificate of Achievement for Excellence in Financial Reporting for the June 30, 2021, fiscal year. This is the 28th consecutive year for the award. Also, an Award of Financial Reporting Achievement was presented to the Clerk/Treasurer Office.

ABSTENTION FROM VOTE

Moved by Mayor Pro Tem Johnson, seconded by Councilmember Mitchell, to approve the request from Councilmember Nowak to abstain from a vote on the All Marine lease renewal due to a relative being one of the principals in the contract.

Motion carried with votes as follows:

Ayes: Johnson, Mitchell, Walchak, and Waligora.

Nays: None.

Abstain: Nowak.

MARINA SHOP LEASE RENEWAL

Moved by Mayor Pro Tem Johnson, seconded by Councilmember Walchak, to renew the Marina Shop lease with All Marine and Storage through December 31, 2023.

Motion carried with votes as follows:

Ayes: Mitchell, Walchak, Waligora, and Johnson.

Nays: None.

Abstain: Nowak.

DUMPSTER SERVICE CONTRACT RENEWAL

Moved by Councilmember Nowak, seconded by Mayor Pro Tem Johnson, to renew the contract with GFL Environmental for dumpster service for the requested unit prices for a one (1) year period ending December 31, 2023.

Motion carried 5-0.

MICHIGAN SPARK GRANT APPLICATION

Moved by Mayor Pro Tem Johnson, seconded by Councilmember Walchak, to approve Resolution No. 2022-20 for the Riverside Skate Park improvements.

Motion carried 5-0.

Moved by Mayor Pro Tem Johnson, seconded by Councilmember Walchak, to approve Resolution No. 2022-21 for the Besser Museum Planet Walk.

Motion carried 5-0.

RECESS

The Municipal Council recessed from 7:38 p.m. to 7:46 p.m.

RECONVENE IN CLOSED SESSION

Moved by Councilmember Nowak, seconded by Mayor Pro Tem Johnson, to
adjourn to closed session to discuss pending litigation for Currier LLC, dba
Neighborhood Provisions.

Motion carried 5-0.

RECONVENE IN OPEN SESSION

The Municipal Council reconvened in open session at 8:05 p.m.

ADJOURN

On motion of Councilmember Nowak, seconded by Councilmember Mitchell, the
Municipal Council adjourned at 8:06 p.m.

Matthew Waligora
Mayor

ATTEST:


Anna Soik
City Clerk

Memorandum



Date: December 14, 2022

To: Mayor Waligora and Municipal Council Members

From: Anna Soik, Clerk/Treasurer/Finance Director 

Subject: Change City Elections to Even-Numbered Years

At the April 7, 2014, Council meeting, former Clerk, Karen Hebert, requested adoption of a resolution to change the election dates for the Mayor and Council to even years. The motion failed and elections continued to be conducted in odd years. The subject is being brought before you again in a cost-savings attempt. The cost of the last City election in November 2021 totaled \$10,751. Not only is there cost, but there is also an incredible amount of work put into an election which begins months prior. With the passage of no-reason absentee voting also came an increased amount of supplies needed, along with a considerable amount of time spent by staff to issue and receive ballots.

A review of the City elections over the past 11 years showed that the library and Dial-a-Ride (DART) are the two entities that place their millage renewals on the ballot of the City elections. Both entities have a millage that will expire in December 2023. The DART millage for tax year 2023 will still be able to be levied in the summer of 2023, as will the library millage in the winter. For the DART millage to be renewed, it will need to be placed on the presidential primary ballot in March 2024. If it doesn't pass, a special election could be held in May 2024 at their expense. The library, however, could place their proposal on the March, possibly the May if needed, or the August ballot for it to be approved in time for a December 2024 winter tax bill levy.

To move to even-year elections, the terms of all councilmembers must be extended by one year. Terms cannot be shortened. Also, please note that the resolution must be approved by December 31st in the year preceding the odd-year election.

As City Clerk, I respectfully recommend the adoption of resolution 2022-18.

Recommended motion: Move to adopt Resolution No. 2022-18 which changes the date of the elections for Mayor and Councilmembers to the even years.

RESOLUTION NO. 2022-18

**A RESOLUTION TO CHANGE THE DATE OF THE ELECTIONS
FOR MAYOR AND COUNCILMEMBERS TO THE EVEN YEARS**

WHEREAS, Public Act 523 of 2012 has made comprehensive changes to Michigan Election Law; and

WHEREAS, the Act provides that cities wishing to change their election date to the even-year general election, may do so by resolution; and

WHEREAS, the City of Alpena currently holds its regular election for local offices at the November odd-year election date and desires to change the date on which it holds its regular election for local offices to the November even-year election date.

NOW THEREFORE be it resolved by the Municipal Council of the City of Alpena that:

1. The date of the regular city election is changed from November of each odd-numbered year to November of each even-numbered year commencing with the regular city election in November 2024.
2. The terms of the Mayor and two (2) Councilmembers elected at the odd-year November election in 2019, which would otherwise expire in December 2023, shall continue until their successors are elected and qualified in November 2024.

Note: The term of an incumbent trustee may be extended but not shortened. A prospective term may also be extended. A prospective term shall not be shortened or eliminated unless the nomination deadline for that term is not less than 30 days after the effective date of the ordinance.

3. The terms of the two (2) Councilmembers elected at the odd-year November election in 2021, which would otherwise expire in December 2025, shall continue until their successors are elected and qualified in November 2026.
4. The City Clerk is hereby instructed to file this resolution with the Alpena County Clerk and the elections division of the Secretary of State of the State of Michigan.

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

Ayes:

Nays:

Absent:

Resolution declared ____.

I, Anna Soik, City Clerk of the City of Alpena, **DO HEREBY CERTIFY**, that the above is a true copy of a resolution adopted by the Municipal Council at a regular meeting held December 19, 2022.

Anna Soik
City Clerk/Treasurer/Finance Director

INVOICE REGISTER

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EXP CHECK RUN DATES 12/20/2022 - 12/20/2022

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OPEN - CHECK TYPE: PAPER CHECK

VENDOR	INVOICE #	DESCRIPTION	AMOUNT
AIRGAS USA LLC	9992993935	VEH MAINT - DPW	70.29
ALL MARINE AND STORAGE LLC	122022	TRAVEL LEFT/STORAGE SVCS MARINA	1,275.00
ALL MARINE AND STORAGE LLC	110422B	TRAVEL LIFT/STORAGE 11/22	2,219.87
ALLEGRA ALPENA	157011	SUPPLIES - CITY ATTORNEY	162.50
ALLEGRA ALPENA	157012	SUPPLIES - COUNCIL	207.10
ALPENA ACE HARDWARE	3606	SUPPLIES - FIRE/EMS	53.98
ALPENA COUNTY TREASURER	122022	IT CONTRACTED SVCS 12/22	8,446.00
ALPENA COUNTY TREASURER	121322	IT CONTRACTED SVCS 11/22	8,446.00
ALPENA SUPPLY CO	S100471340.001	SODIUM BISULFITE - SEWER	986.81
ALPENA SUPPLY CO	S100477734.001	VEH MAINT - EQ	5.00
ALPENA SUPPLY CO	S100477830.001	SUPPLIES - CEMETERY	3.94
AMAZON CAPITAL SERVICES INC	199G-J3CH-Y9VC	UNIFORMS - FIRE/EMS	110.97
AMAZON CAPITAL SERVICES INC	1WQC-6YTN-6DJK	SUPPLIES - IT	1,003.60
AMAZON CAPITAL SERVICES INC	1XND-K1WD-3YQW	SUPPLIES - FIRE/EMS/POL	41.74
AMAZON CAPITAL SERVICES INC	193D-X3RN-CG1J	MAINT - LIGHTS	1,366.80
AMAZON CAPITAL SERVICES INC	116C-MC1D-FKQ6	SUPPLIES - PUBLIC WORKS	107.59
AMAZON CAPITAL SERVICES INC	1NTP-MLLD-H7PL	SUPPLIES - PLANNING	215.33
AMAZON CAPITAL SERVICES INC	1V7M-XV3K-6HFN	BLDG MAINT - CH	173.57
AMAZON CAPITAL SERVICES INC	1LXW-9C1T-K4PR	SUPPLIES - IT	319.96
AMAZON CAPITAL SERVICES INC	171V-71MX-W3V1	MAINT - PUBLIC WORKS	1,198.99
AMAZON CAPITAL SERVICES INC	1CWT-3HMP-14QC	SUPPLIES - POLICE	55.95
AMAZON CAPITAL SERVICES INC	1G4P-P67J-3QT4	SUPPLIES - IT	79.86
ANNE GENTRY	113022	TRAVEL EXPENSE - DDA	430.56
ARROWHEAD UPFITTERS INC	6985	VEH MAINT - POLICE	2,722.00
ARVILLA TEWS	AP22-7112C	AMBULANCE REFUND	49.62
BALL TIRE & GAS INC	212317	VEH MAINT - POLICE	47.44
BALL TIRE & GAS INC	213147	VEH MAINT - EMS	20.00
BELL EQUIPMENT COMPANY	P10883	VEH MAINT - EQ	60.40
BELL EQUIPMENT COMPANY	P10910	VEH MAINT - EQ	140.21
BELL EQUIPMENT COMPANY	P11802	VEH MAINT - EQ	655.68
BERG ASSESSING & CONSULTING INC	122022	ASSESSING CONTRACTED SVCS 07/22	283.00
BOUND TREE MEDICAL LLC	84774496	SUPPLIES - EMS DISP	475.99
BP	122022	GAS/FUEL - FIRE/EMS/EQ	4,913.66
BRUCE TILLINGER	113022	PLUMBING INSP SVCS 11/22	356.00
BRUCE TILLINGER	113022	MECH INSP SVCS 11/22	1,304.00
CARQUEST AUTO PARTS	2859-471260	VEH MAINT - POLICE	40.75
CARQUEST AUTO PARTS	2859-471665	VEH MAINT - EQ	21.20
CARQUEST AUTO PARTS	2859471726	VEH MAINT - EQ	21.36
CARQUEST AUTO PARTS	2859-471729	VEH MAINT - EMS	13.15
CARQUEST AUTO PARTS	2859-471782	VEH MAINT - EQ	35.60
CARQUEST AUTO PARTS	471811	VEH MAINT - EQ	24.28
CARQUEST AUTO PARTS	471817	VEH MAINT - EQ	5.21
CARQUEST AUTO PARTS	471864	VEH MAINT - POLICE	215.88
CARQUEST AUTO PARTS	471995	VEH MAINT - EMS	11.95
CARQUEST AUTO PARTS	472157	VEH MAINT - EQ	154.40
CARQUEST AUTO PARTS	472264	VEH MAINT - EQ	28.62
CARQUEST AUTO PARTS	472265	VEH MAINT - EQ	65.56
CARQUEST AUTO PARTS	472512	VEH MAINT - EQ	(24.28)
CARQUEST AUTO PARTS	472485	VEH MAINT - EQ	17.50
CARQUEST AUTO PARTS	472505	VEH MAINT - EQ	120.89
CARQUEST AUTO PARTS	472508	VEH MAINT - EQ	13.30
CARQUEST AUTO PARTS	472509	VEH MAINT - EQ	13.30
CARQUEST AUTO PARTS	472557	VEH MAINT - EQ	100.77
CARQUEST AUTO PARTS	472660	VEH MAINT - FIRE/EMS	3.14
CARQUEST AUTO PARTS	472885	VEH MAINT - EQ	9.19
CARQUEST AUTO PARTS	472937	VEH MAINT - EQ	19.95
CARROLL BROADCASTING	122022	ANNOUNCEMENT - COUNCIL	80.00
CATHERINE KURTIS	AP22-1742C	AMBULANCE REFUND	90.39
CDWG GOVERNMENT	FH49337	GETAC TABLETS - IT	1,174.96
CDWG GOVERNMENT	FH93949	GETAC TABLETS - IT	6,662.16
CHARTER COMMUNICATIONS	0161888112722	FAX LINE - PUBLIC WORKS	89.98
CHARTER COMMUNICATIONS	0015914120522	WATER TWR INTERNET SIGNALS	627.88
CHARTER TOWNSHIP OF ALPENA	122022	REIMB GARAGE NATURAL GAS - FIRE/EMS	61.83
CHEBOYGAN CEMENT PRODUCTS INC	98647	STORES - CONCRETE	178.50
CHEMTRADE CHEMICALS US LLC	93462684	ALUMINUM SULFATE - WATER	5,948.51
CLIA LABORATORY PROGRAM	122022	LAB CERT FEE - EMS	180.00
COLUMN SOFTWARE PBC	35725C0A-0035	PUBLISHING/ADVERTISING - C/T	175.23
COLUMN SOFTWARE PBC	35725C0A-0039	PUBLISHING/ADVERTISING - C/T	114.02
COLUMN SOFTWARE PBC	35725C0A-0037	PUBLISHING/ADVERTISING - C/T	204.44
COLUMN SOFTWARE PBC	0042	PUBLISHING/ADVERTISING - C/T	175.23
COLUMN SOFTWARE PBC	0043	PUBLISHING/ADVERTISING	406.07
COLUMN SOFTWARE PBC	0036	PUBLISHING/ADVERTISING - PDZ	84.81

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OPEN - CHECK TYPE: PAPER CHECK

VENDOR	INVOICE #	DESCRIPTION	AMOUNT
COLUMN SOFTWARE PBC	0038	PUBLISHING/ADVERTISING - PDZ	84.81
CONTINENTAL LINEN SERVICE	70483 11/22	RUG/UNIFORM CONT 11/22	805.84
CONTROL SOLUTIONS INC	4373CW	MAINT - WWTP	285.00
COURTNEY KRUSE	121522	DECORATIONS - DDA	90.00
DOREEN THOMAS	203	SUPPLIES - PARKS	87.50
DTE ENERGY	121922	NATURAL GAS - DDA	127.18
DTE ENERGY	122022	NATURAL GAS	3,141.28
EAGLE SUPPLY CO	124107	SUPPLIES - FIRE/EMS	455.20
EAGLE SUPPLY CO	124109	SUPPLIES - PUBLIC WORKS	152.60
ENTERPRISE FM TRUST	FBN4626842 12/22	VEHICLE LEASE - TRAVEL VEH/EQUIP FUND	557.75
FASTENAL COMPANY	MIALP195997	SUPPLIES - PW/CEMETERY	41.04
FITZPATRICK'S HARDWARE	5465431	SUPPLIES - CITY HALL	9.29
FITZPATRICK'S HARDWARE	5465880	MAINT - PUBLIC WORKS	14.39
FITZPATRICK'S HARDWARE	5467856	SUPPLIES - PUBLIC WORKS	12.99
FITZPATRICK'S HARDWARE	5471747	SUPPLIES - PUBLIC WORKS	295.00
FITZPATRICK'S HARDWARE	5469548	SUPPLIES - PW	21.95
FRANCIS ROSINSKI	113022	ELECTRICAL INSP SVCS 11/22	1,335.20
FRANKS KEY & LOCK SHOP INC	110422	BLDG MAINT - CITY HALL	10.00
FRANKS KEY & LOCK SHOP INC	110422B	SUPPLIES - POLICE	19.90
FRANKS KEY & LOCK SHOP INC	111022	BLDG MAINT - CITY HALL	155.00
FRANKS KEY & LOCK SHOP INC	113022	SUPPLIES - CITY HALL	6.00
FRONTIER	5445 12/22	TELEPHONE - FIRE/EMS	96.15
FRONTIER	2793 12/22	TELEPHONE - POL/FIRE/EMS	108.98
FRONTIER	4175 12/22	TELEPHONE - FIRE/EMS	40.50
FRONTIER	7204 12/22	ELEVATOR TELEPHONE - CITY HALL	57.74
FRONTIER	7430 12/22	ELEVATOR TELEPHONE - PUBLIC SAFETY	57.74
GARANTS OFFICE SUPPLIES & PRINTING	72051	DOWNTOWN DOLLARS - DDA	1,122.00
GFL ENVIRONMENTAL	58569630	DUMPSTER CHARGES 11/22	1,315.10
GFL ENVIRONMENTAL	57980341	DUMPSTER CHARGES 10/22	1,454.60
HALLS SERV-ALL	113022	RENTAL FEE - PARKS	702.25
JOANNE DAULT	AP22-3101C	AMBULANCE REFUND	655.45
KCI	317028	POSTAGE/TAX MAILING SVCS	997.62
KENDALL ELECTRIC INC	S112317612.001	SUPPLIES - PARKS	130.44
KENDALL ELECTRIC INC	S112382724.001	MAINT - LIGHTS	54.05
KENDALL ELECTRIC INC	S112394950.001	MAINT - LIGHTS	80.41
KENDALL ELECTRIC INC	S112397549.001	MAINT - LIGHTS	46.78
KURT BUTTERWORTH	121522	INSPECTION REFUND - BLDG	125.00
L & S TRANSIT MIX	63803	MAINT - POL/FIRE/EMS	79.00
LAKE STATE RAILWAY CO	128429	2022 RR SIGNAL MAINT - MAJ ST	14,668.00
LAKESHORE PLUMBING, HEATING &	49639	MAINT - PUBLIC WORKS	1,269.00
LEWIS & LEWIS PROFESSIONAL	0406632S-1	MAINT - MAJ ST	3,699.00
LOUANN CHAMBERS	AP22-1305C	CALL AP22-1305C	90.00
MACARTHUR CONSTRUCTION INC	3027	STORES - SCREENED SAND	14,000.00
MERIDIAN CONTRACTING SERVICES LLC	2427	DOOR INSTALLATION - WTP	16,794.00
MICHIGAN ASSN OF MAYORS	122022	2023 MEMBERSHIP DUES - MAYOR	95.00
MICHIGAN DEPARTMENT OF HEALTH	491-417528	QUALITY ASSURANCE ASSESSMENT	2,742.05
MICHIGAN STATE POLICE	551-608214	SOR REGISTRATION - POLICE	60.00
MILLER OFFICE MACHINES	AR22183	COPIER MAINT - CITY HALL	55.85
MILLER OFFICE MACHINES	AR22182	COPIER MAINT - PSF	145.15
MILLER OFFICE MACHINES	AR22181	SUPPLIES - DDA	80.20
MY MICHIGAN HEALTH	700000774 11/22	EMPLOYMENT PHYS - POL	53.00
NEMROC INC	33934	MAINT - PARKS	163.42
NEW DIRECTIONS	25550	EMP ASST PROGRAM 12/22-05/23	1,600.00
NORTHERN CLEANING & MAINTENANCE	120122	MAINT - DDA	90.00
NYE UNIFORM COMPANY	830446	UNIFORMS - FIRE/EMS	276.01
NYE UNIFORM COMPANY	833710	UNIFORMS - FIRE/EMS	51.25
OFFICE DEPOT	24443274	SUPPLIES - CLERK/TREAS	393.52
PAMELA O'NEIL	122022	BLDG MAINT - PSF	500.00
PAMELA SERVIS	AP22-2435C	AMBULANCE REFUND	118.59
PRESQUE ISLE ELECTRIC & GAS CO	5633800001 12/22	ELECTRIC - AIR BASE	53.98
R W MERCER COMPANY INC	219994	MAINT - MARINA	1,214.62
R W MERCER COMPANY INC	220814	OPERATOR INSP - MARINA	250.00
RICK ROULEAU	122022	MILEAGE 11-12/22	33.19
SAW SUPPLY	997483	MAINT - FIRE/EMS	30.00
SHI INTERNATIONAL CORP.	B16195694	ADOBE LICENSE - IT	5,445.60
SOUTHERN COMPUTER WAREHOUSE	INV00759064	SOFTWARE - IT	8,536.00
SPECIFICATION STONE PRODUCTS	2757130	STORES - 22A STONE	19,164.66
STANDARD ELECTRIC CO	1068899-00	MAINT - LIGHTS	202.81
STANDARD ELECTRIC CO	4069205-00	MAINT - LIGHTS	210.01
STANDARD ELECTRIC CO	4068498-00	MAINT - LIGHTS	41.94
STANDARD ELECTRIC CO	4069262-00	MAINT - LIGHTS	28.38
STANDARD ELECTRIC CO	4069281-00	MAINT - LIGHTS	34.86

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EXP CHECK RUN DATES 12/20/2022 - 12/20/2022

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OPEN - CHECK TYPE: PAPER CHECK

VENDOR	INVOICE #	DESCRIPTION	AMOUNT
STANDARD ELECTRIC CO	4069416-00	MAINT - LIGHTS	177.40
STANDARD ELECTRIC CO	4069445-00	MAINT - LIGHTS	226.06
STATE OF MICHIGAN	122022	EXTENDED PURCHASING FEE	180.00
STRYKER SALES CORP	3963694M	SUPPLIES - FIRE/EMS	300.81
SUPERIOR IMAGE CLEANING	10225	CUSTODIAL SERVICES - WOODWARD	1,183.39
TED FESTERLING LLC	10141	VEH MAINT - EQ	1,618.84
TELNET WORLDWIDE	259032	TELEPHONE - LAND LINES	784.16
TEMPEST ENTERPRISES LLC	7963	LIFT STATION ALARMS	881.10
THE SHERWIN WILLIAMS CO	9414-2	BLDG MAINT - POL	37.45
THE SHERWIN WILLIAMS CO	9327-6	BLDG MAINT - POL	176.60
THE SHERWIN WILLIAMS CO	8990-2	BLDG MAINT - POL	149.80
THE SHERWIN WILLIAMS CO	8806-0	BLDG MAINT - POL	159.63
THOMAS ROUTHIEAUX	AP22-2462	AMBULANCE REFUND	437.20
TIM CORN	120322	WORK APPAREL ALLOW - PW	137.79
TOTAL FIRE PROTECTION INC	12465391	MAINT - PUBLIC WORKS	300.00
TRACTOR SUPPLY CREDIT PLAN	20093903	SUPPLIES - CEMETERY	29.99
TRUE NORTH THREADS LLC	1552	UNIFORMS - FIRE/EMS	60.00
VEOLIA WATER CONTRACT OPERATIONS	202246963	CONTRACT OPERATIONS 11/22	133,028.73
VEOLIA WATER CONTRACT OPERATIONS	20224994_995_996_	CONTRACT OPERATIONS 11/22	38,255.52
VISA/ELAN FINANCIAL SERVICES	5087 12/22	JOB LISTING/FEE/LOG-IN/FOOD/SERV-MGR	597.98
VISA/ELAN FINANCIAL SERVICES	5279 12/22	SUPPLIES - POLICE	176.34
VISA/ELAN FINANCIAL SERVICES	6116 12/22	TRACKER/FOOD/SERV-FIRE/EMS	167.82
VISA/ELAN FINANCIAL SERVICES	7299 12/22	SCENIC MICHIGAN	40.00
VISA/ELAN FINANCIAL SERVICES	7661 12/22	SUPPLIES - ELECTION	21.08
VISA/ELAN FINANCIAL SERVICES	1418 12/22	SUPPLIES - ELECTION/MARINA	658.30
VISA/ELAN FINANCIAL SERVICES	2432 12/22	SUPPLIES - ELECTION	176.97
VISA/ELAN FINANCIAL SERVICES	3610 12/22	SUPP/TR EXP/PROMO/UTIL/FEE - DDA	799.27
VISA/ELAN FINANCIAL SERVICES	4503 12/22	CONT ED/MAINT/SUPP/SEC CAMERA-ENG/IT/	504.41
VISA/ELAN FINANCIAL SERVICES	4688 12/22	SUPPLIES/CONT ED - INSP	402.91
WEINKAUF PLUMBING & HEATING INC	21383	MAINT - STARLITE	2,003.96
WEINKAUF PLUMBING & HEATING INC	21504	CHAPEL RESTROOM REMODEL - CEMETERY	5,490.00
WEX BANK/SPEEDWAY	85590073	GAS/FUEL-POL/FIRE/EMS/EQ/VEOLIA	8,448.59
WILLIAM SMITH	AP22-2285C	AMBULANCE REFUND	77.70
WITMER PUBLIC SAFETY GROUP	INV128723	UNIFORMS - FIRE/EMS	42.99
WITMER PUBLIC SAFETY GROUP	INV144516	UNIFORMS - FIRE/EMS	373.38
WITMER PUBLIC SAFETY GROUP	INV146715	UNIFORMS - FIRE/EMS	373.95
YOUNG'S FLOORING	120622	CARPET INSTALLATION - PSF	20,227.63

Total: 380,904.71

CHECKS RAN ON 12/07/22 (BREAKDOWN OF INVOICES PAID ATTACHED)

46,253.45

TOTAL FOR 12/19/22 COUNCIL MEETING

427,158.16

INVOICE REGISTER

Page: 1/1

EXP CHECK RUN DATES 12/07/2022 - 12/07/2022

UNJOURNALIZED

OPEN - CHECK TYPE: PAPER CHECK

VENDOR	INVOICE #	DESCRIPTION	AMOUNT
ALPENA POWER COMPANY	120622	ELECTRIC	31,988.04
ALPENA POWER COMPANY	120622	ELECTRIC	9,132.92
CHARTER COMMUNICATIONS	0161615112522	FAX LINE - CITY HALL	79.98
CITY OF ALPENA	213-001 11/22	SEW/WATER - MCRAE PK	1,751.66
CITY OF ALPENA	214-001 11/22	SEW/WATER - MCRAE PK CONC STND	76.66
CITY OF ALPENA	217-007 11/22	SEW/WATER - 9TH AVE TWR	477.25
CITY OF ALPENA	4524-001 11/22	SEW/WATER - LONG LK COLD STORAGE	64.10
CITY OF ALPENA	6431-002 11/22	SEW/WATER - N RIVERFRONT DOG PK	660.31
CITY OF ALPENA	6432-001 11/22	SEW/WATER - LONG LK AVE	772.22
CITY OF ALPENA	8111-002 11/22	SEW/WATER - STARLITE PROM	142.17
CITY OF ALPENA	10354-001 11/22	SEW/WATER - TRAILHEAD	132.70
CITY OF ALPENA	4709-001 11/22	SEW/WATER - CEMETERY IRR	96.41
TENURGY LLC	ALP-133	UTILITY RATE SAVINGS 09/22	22.88
TENURGY LLC	ALP-133-1	UTILITY RATE SAVINGS 09/22A	103.59
TENURGY LLC	ALP-133-2	UTILITY RATE SAVINGS 10/22	166.45
WALMART-CAPITAL ONE	8590 09/22	SUPPLIES - POLICE	10.31
WALMART-CAPITAL ONE	8301 10/22	SUPPLIES - FIRE/EMS	339.94
WALMART-CAPITAL ONE	7758 10/22	SUPPLIES - CITY HALL	13.96
WALMART-CAPITAL ONE	8590 10/22	SUPPLIES - POLICE	134.90
WALMART-CAPITAL ONE	112422	LATE FEES - POL/FIRE/EMS/PW/PKS	87.00

Total: 46,253.45



September 14, 2022

City of Alpena, Michigan
208 N. First Ave.
Alpena, MI 49707

Cc: Henry Johnson
Henry Johnson Real Estate
3461 E. N. Union Rd.
Bay City, MI 48706

Re: Purchase Agreement effective April 4, 2022, for 0 US-23 N., Alpena, MI 49707 (Front Lots)
(Address & Parcel Number to be Assigned)

Please accept this correspondence as our formal notification to extend our Purchase Agreement into the "Extension Period" as identified in the Purchase Agreement referenced above and as further defined in Section 2.3 (B) of the Purchase Agreement. The additional \$10,000 Earnest Money Deposit shall remain refundable as outlined in the Terms of this Purchase Agreement.

PURCHASER:

WSSA LLC,
on behalf of an entity to be formed

By: 
John Sabty

Date: 09-14-2022

Its: Member

FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT ("Amendment") is made as of the 7th day of December 2022, by and between City of Alpena, Michigan, a Michigan City whose address is 208 N. First St., Alpena, MI 49707 ("Seller") and WSSA LLC, a Michigan limited liability company, whose address is 503 S. Saginaw St., Suite 600, Flint, Michigan 48502 on behalf of an existing entity or an entity to be formed ("Buyer").

WITNESSETH:

WHEREAS, Seller and Buyer entered into that certain real estate Purchase and Sale Agreement effective April 4, 2022 (the "Agreement"), pursuant to which Seller agreed to sell to Buyer and Buyer agreed to purchase from Seller, in accordance with the terms and conditions thereof, the property located at 0 US-23 N., Alpena, MI 49707 (Address and Parcel Number to be assigned), approximately 2 Acres (Approximately 400' x 218'), all as more particularly described in the Agreement; and

WHEREAS, Buyer has requested that Seller extend the "Extension Period" set forth in the Agreement, and Seller has agreed to extend same in accordance herewith.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as follows:

1. The Agreement is hereby amended to provide that the "Extension Period", as defined in Section 2.3(b) of the Agreement, is extended until May 31, 2023.
2. Except as provided herein, the Agreement shall remain unmodified and is acknowledged by the parties to be in full force and effect.

[Signature page follows immediately]

IN WITNESS WHEREOF, the undersigned have executed this Amendment effective the date specified above.

BUYER

WSSA, LLC

a Michigan limited liability company

By: _____

Name: Troy Farah

Title: Member - Partner

Date: December 7, 2022

SELLER

CITY OF ALPENA, MICHIGAN

By: _____

Name: _____

Title: _____

Date: _____

Hamilton Road



US-23 North

2 Acres

218'

400'

218'

400'

~Wetlands~

Minimum 20'

~Wetlands~

~Wetlands~

The cost estimate shown below is preliminary in nature and does not represent an official offer or advertisement for sale. The costs shown are for discussion purposes only and are approximate in nature. The final Developer cost is subject to final construction pricing and will be based on the percentages shown.

2021 Tap Fees:

Sewer: \$2965.00 (8 inch and larger=fee plus parts and labor)

Water: \$4760.00 (Greater than 2 inch=fee plus parts and labor)

If connecting to multiple private residents water and sewer must be permitted and constructed to EGLE specifications and accepted into the City system.

All interior streets must be designed and built to City standards to be included into the City system and maintained by the City.

BUDGET AMENDMENT REQUEST

FUND: 285 - American Rescue Plan Act

DEPARTMENT: _____

PROJECT: _____

Account No.	Account Description	Current Budget	Proposed Increase or (Decrease)	Proposed Budget
285-000-528.000	Federal Grants - Other	\$521,040	(\$521,040)	0

Justification for Budget Amendment

It was originally anticipated that the second tranche of funding would not be received until FY23. It was received on 6/30/22

which is the previous fiscal year, so it needs to be adjusted accordingly.

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 12/12/22

Clerk/Treasurer Date

Rachel Sudek 12/12/22

City Manager Date

City Council Date

Memorandum



Date: December 14, 2022

To: Mayor Waligora and Municipal Council Members

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

Subject: Property and Liability Insurance Renewal

Attached is the 2023 renewal with the Michigan Municipal League for property and liability insurance in the amount of \$145,138. The premium increased by \$5,026 or 3.4% due to adding four more vehicles to the policy and because property values increased as the result of a property appraisal which was provided by MML. This is a benefit that was not provided in the past by other agencies.

As mentioned last year, the City will also start receiving dividends. It is a reduced amount in the first five years. The estimated 2023 dividend is \$1,180, which is 10% of the approved annual dividend. Next year, the City will receive 25%.

The service that we have received from MML has been top notch. They are very easy to work with and very responsive. As such, it is my recommendation to renew for 2023.

Recommended Motion: Move to renew the 2023 property and liability insurance policy with the Michigan Municipal League for \$145,138, set to expire on December 31, 2023.



michigan municipal league

Liability & Property Pool

Renewal Summary

for the

City of Alpena

Connie M. Monson
MML Liability & Property Pool
(877) 370-8892

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This proposal is intended to be only a summary of coverages and services. For specific details on coverage terms and conditions, please refer to the Michigan Municipal League Liability and Property Pool coverage document.

Executive Overview

The Michigan Municipal League Liability and Property Pool has been a stable source of comprehensive municipal insurance and risk management services since 1982. It is financially secure and positioned for long-term stability. The **City of Alpena** has been a Pool member since **January 1, 2022**.

The Pool staff is made up of municipal insurance experts. Municipal risk management is our only business, and we're proud of it!

The Pool provides insurance coverage designed specifically for Michigan municipal exposures, combined with a package of loss control programs, claims administration, legal defense and membership services that you won't find anywhere else in Michigan.

This renewal summary is based on the the limits of coverage requested by the **City of Alpena**. Higher limits may be available, subject to underwriting review by Pool Management. Please submit requests for higher limits in writing to your Account Executive. Your request will be considered by Pool Management.

The insurance and related services described more fully in this summary are being offered to the **City of Alpena** for an annual premium of **\$145,138**.

When compared to last year's cost of \$140,112 it represents a premium increase of **\$5,026 or 3.4%**. This increase is due to the City adding 4 more autos and CBIZ property appraisal.

2023 MML Dividend - Board of Trustees voted to return another post-renewal dividend for Members renewing in 2023. The **City of Alpena** estimated dividend return is **\$1,180**. Actual dividend amounts will not be completed until year end. The City will receive this dividend in the month following payment of your 2023 renewal premium.

Thank you for being a Pool member. We look forward to servicing your risk management program for many years to come.

Our Mission

To be a long-term, stable, cost-effective risk management alternative for members of the Michigan Municipal League Liability and Property Pool.

Introduction

What You Can Expect Of Us

- ✓ A commitment to learn, understand and respond to your insurance needs;
- ✓ Continuous planning and innovation in product development and service delivery;
- ✓ Products that meet your needs in terms of price, coverage and service;
- ✓ Prompt, accurate, and courteous response to your questions, problems and claims; and
- ✓ Knowledgeable and professional staff serving your needs consistently and with integrity.

Your Pool Insures More Than . . .

- | | |
|--------------------------------|----------------------------------|
| ✓ 433 Public Entity Members | ✓ 195 Water Utilities |
| ✓ 139 Fire Departments | ✓ 218 Sewer Utilities |
| ✓ 170 Law Enforcement Agencies | ✓ 24 Municipal Marinas |
| ✓ 2,195 Police Officers | ✓ \$5 Billion of Property Values |
| ✓ 5,772 Miles of Streets/Roads | ✓ 206 Water Service Operations |
| ✓ 6,950 Vehicles | ✓ 17 Dams |
| ✓ 16 Electric Utilities | |

These local communities are current Pool members:

City of Rogers City
City of Harbor Springs
City of Traverse City

Coverage and Cost Summary

City Of Alpena

Effective 01-01-2023 to 01-01-2024

Coverages	Limit of Liability	Aggregate Limit	Per Occurrence Deductible
Municipal General Liability (Coverage A)	\$10,000,000	N/A	\$2,500
Donald H. Gilmet, Building Inspector	\$10,000,000	N/A	\$2,500
Sewer Back-Up Sublimit	\$100,000	\$100,000	\$0
Personal Injury Liability (Coverage B)	\$10,000,000	N/A	\$2,500
Medical Payments (Coverage C)	\$10,000	N/A	N/A
Public Officials Liability (Coverage D)	\$10,000,000	N/A	\$5,000
Donald H. Gilmet, Building Inspector	\$10,000,000	N/A	\$2,500
Law Enforcement Liability (Coverages A, B, and D)	\$10,000,000	N/A	\$10,000
Employee Benefit Liability	\$1,000,000	\$1,000,000	\$2,500
Fire Legal Liability	\$100,000	N/A	N/A
Cyber Liability & Data Breach Response	\$100,000	\$100,000	See Declaration
Dam Liability	No Coverage	N/A	N/A
Marina Operator Liability Per Vessel: \$1,000,000	\$1,000,000	N/A	\$2,500
Uninsured/Underinsured Motorists Coverage	\$500,000	N/A	\$0
Automobile Liability (Coverages A and B)	\$10,000,000	N/A	\$0
# Vehicles	Comp	Coll	
1	\$250	\$250	
81	\$250	\$1,000	

Agreed Amount, if applicable 17 Vehicles for a total of \$2,304,874

Coverages A, B, and D are provided with a combined single limit of liability. The most the Pool will pay for any one occurrence is \$10,000,000 regardless of the number of coverages involved in the occurrence.

Property

Property - Blanket Basis	\$78,409,750	N/A	\$500
Boiler and Machinery	Included	N/A	\$500
Building(s)	Included	N/A	\$250
Cemetery Property - up to \$500 per headstone	# Plots: 5,703	N/A	\$500
Contents	Included	N/A	\$250
Property in the Open	Included	N/A	\$250
Protection & Preservation	Included	N/A	N/A
Property - Actual Cash Value	N/A	N/A	N/A
Property - Limited Replacement Cost	N/A	N/A	N/A
Property - No Coverage	N/A	N/A	N/A
Property - Replacement Cost	See Schedule	N/A	\$0

Coverage and Cost Summary City Of Alpena

Effective 01-01-2023 to 01-01-2024

Coverages	Limit of Liability	Aggregate Limit	Per Occurrence Deductible
2022 Radar Sign Trailer, Serial No. 1B9AF5110NP825467	\$17,915	N/A	\$250
Accounts Receivable	\$100,000	N/A	\$250
Consequential Damage	\$100,000	N/A	N/A
Contractors Equipment	\$1,422,259	N/A	\$250
Debris Removal - the lesser of 25% of physical damage loss or	\$5,000,000	\$5,000,000	N/A
Demolition & Increased Costs of Construction Limit	\$100,000	N/A	N/A
Earth Movement	\$2,000,000	\$2,000,000	\$5,000
Electronic Data Processing Equip	\$250,000	N/A	\$250
Expediting Expense	\$100,000	N/A	N/A
Extra Expense	\$100,000	N/A	N/A
Fine Arts	\$100,000	N/A	\$250
Fire Department Equipment	\$400,093	N/A	\$250
Flood (Except for Members located in Flood Zone A, AO, AH, A1-A999, AE, or AR)	\$1,000,000	\$1,000,000	\$5,000
Fungal Pathogens	\$25,000	\$25,000	\$250
Loss of Income	\$100,000	N/A	N/A
Loss of Rents	\$100,000	N/A	N/A
North Riverfront Fence	\$44,900	N/A	\$250
Ornamental Trees, Shrubs, Plants or Lawn	\$5,000	\$10,000	\$250
Personal Effects & Property of Others	\$500	\$2,500	\$250
Police Equipment	\$100,000	N/A	\$250
Valuable Papers	\$100,000	N/A	\$250
<u>Comprehensive Crime Coverage</u>			
Employee Dishonesty Blanket/Faithful Performance	\$500,000	N/A	N/A
Computer Fraud	\$100,000	N/A	N/A
Depositors Forgery	\$100,000	N/A	N/A
Funds Transfer Fraud	\$100,000	N/A	N/A
Impersonation Fraud	\$100,000	N/A	N/A
Money and Securities Inside	\$100,000	N/A	N/A
Money and Securities Outside	\$100,000	N/A	N/A
Money Orders and Counterfeit Paper	\$100,000	N/A	N/A
<u>Bonds</u>			
Bond #: A Clerk / Treasurer / Finance Director	\$100,000	N/A	N/A

Your Team of Experts



Connie Monson
MML Account Executive
(877) 370-8892



Michael J. Forster
Pool Administrator
(734) 669-6340



Joan Opett
(248) 204-8579



Katelyn Petracca
(248) 204-6160

Customer Service Representatives



Christopher Flechsig
Claims Supervisor
(810) 844-8146



Rod Pearson
Loss Control Supervisor
(248) 204-8036

Benefits of Pooling with the MML

- ✓ Proven long-term availability and stability
- ✓ Broad coverage document written specifically for Michigan municipalities
- ✓ Services tailored to unique needs of Michigan municipalities
- ✓ Member assets controlled by an elected Board of municipal officials
- ✓ Equitable rating based on Pool experience in Michigan
- ✓ Aggressive defense strategy – positive impact on case law
- ✓ Professional, dedicated, and experienced local management, oversight and service
- ✓ Decisions made and problems resolved by a group of your peers
- ✓ Investment income and underwriting surplus used to benefit members
- ✓ Lower expenses through tax-exempt and non-profit status
- ✓ Special loss avoidance training sessions including:
 - ✓ Safety aspects of emergency vehicle operations
 - ✓ Accident investigation for supervisors
 - ✓ Confined spaces training

The advantages of pooling can be summarized by:

Service + Control + Value

The City of Alpena Has . . .

- ✓ \$78,409,750 of total values for real and personal property
- ✓ \$5,812,271 Annual Payroll
- ✓ 16 Law Enforcement Officers
- ✓ 82 Vehicles
- ✓ 17 Vehicles with Agreed Value

Increased Liability Limits

We cannot guarantee the adequacy of any limit of liability. Due to the following factors, it may be prudent to consider higher limits:

- ✓ Increased jury awards in your jurisdiction
- ✓ Increased litigation trends
- ✓ Protection of tax base against judgments in excess of your policy limits

If you are interested in increasing your liability limits, please contact your Account Executive.

Highlights of Coverages Provided

Who Is Insured?

The Pool member entity, elected and appointed officials, employees and authorized volunteers, and any person officially appointed to a Board or Commission

General Liability

In addition to standard liability coverages (bodily injury, property damage, products and completed operations) the Pool provides coverages that municipalities need on an **occurrence basis with no aggregate liability limits**:

- ✓ Liability resulting from mutual aid agreements
- ✓ Premises medical payments
- ✓ Host liquor liability
- ✓ Watercraft liability, owned less than 26' and non-owned less than 50'
- ✓ Special events **excluding -**
 - Fireworks (unless endorsed)
 - Liquor Liability
 - Mechanical Amusement Rides
- ✓ Fire legal liability for real property
- ✓ Ambulance and EMT malpractice

Fireworks Coverage Options: (Fireworks application must be completed before coverage is endorsed)

1. The MML Liability & Property Pool is primary (the Member is not added as an additional insured on a pyrotechnician's coverage):

Annual Aggregate Sublimit

\$500,000

\$1,000,000

Additional Premium

Yes

Yes

2. The MML Liability & Property Pool is excess (the Member is added as an additional insured on a pyrotechnician's coverage):

NO ADDITIONAL PREMIUM

- ✓ Athletic participation liability
- ✓ Employee benefit liability
- ✓ Cemetery operations coverage
- ✓ Marina Operators coverage available
- ✓ Up to \$10 million in liability limits available
- ✓ Pollution coverage for Hazardous Response Teams
- ✓ Cyber Liability and Data Breach Response Coverage – as described on MMLCYD (09/17)

General Liability Exclusions . . .

The following is a partial list of general liability coverage exclusions. Consult the coverage document for the complete listing:

- ✓ Pollution (except for Hazmat operations).
- ✓ Nuclear energy / nuclear material hazards
- ✓ Expected or intended injury
- ✓ Breach of contract
- ✓ Failure of dams (unless endorsed)
- ✓ Backup of Sewers and Drains (**exception -- \$100,000 Annual Aggregate Sublimit for Sewer and Drain Liability**)
- ✓ Aircraft Liability – (Unless Endorsed -- Limited Coverage for Unmanned Aircraft—MML236)
- ✓ Contractual Liability
- ✓ Failure to supply utilities
- ✓ Electromagnetic radiation
- ✓ Medical malpractice for doctors and physicians
- ✓ Criminal activity--Intentional acts w/knowledge of wrongdoing

Cyber Liability and Data Breach Response Coverage

- ✓ Information Security and Privacy Liability
- ✓ Privacy Breach Response Services
- ✓ Regulatory Defense and Penalties
- ✓ Website Media Content Liability
- ✓ PCI Fines, Expenses and Costs
- ✓ Cyber Extortion
- ✓ First Party Data Protection
- ✓ First Party Business Interruption

Public Officials Liability Coverage

“Wrongful Acts”, including intentional acts, defined as any actual or alleged error, misstatement, act of omission, neglect or breach of duty including:

- ✓ Neglect of duty
- ✓ Zoning defense and land use litigation
- ✓ Malfeasance
- ✓ Violation of civil rights
- ✓ Discrimination
- ✓ Employment practices
- ✓ Misfeasance
- ✓ Cable TV broadcasting

Public Officials Liability Exclusions

The following is a partial list of public officials’ liability coverage exclusions. Consult the coverage document for the complete listing:

- ✓ Pollution and Nuclear Energy
- ✓ Fraud, dishonesty, intentional and criminal acts
- ✓ Failure to purchase coverage or adequate coverage
- ✓ Return of governmental grants or subsidies
- ✓ Intentional acts with knowledge of wrongdoing
- ✓ Eminent domain / takings
- ✓ Illegal profit
- ✓ Labor union actions
- ✓ ERISA violations
- ✓ Backup of Sewers and Drains

Personal Injury & Advertising / Broadcasters Liability Coverage

- ✓ Mental anguish and stress
- ✓ Libel, slander or defamation of character; violation of an individual’s right of privacy
- ✓ Proactive services for non-monetary damage claims

Police Professional Liability Coverage

Police Professional Liability coverage is contained within the General Liability and Public Official Liability Coverage Parts

- ✓ Discrimination
- ✓ Violation of civil rights
- ✓ Jail operations
- ✓ False arrest, detention or imprisonment, or malicious prosecution
- ✓ Wrongful entry or eviction or other invasion of the right of private occupancy
- ✓ Assault or battery
- ✓ Improper service of suit
- ✓ Coverage assumes officers act with intent

Property Coverage

In addition to covering buildings, contents and personal property, the Pool provides:

- ✓ Blanket coverage -- All member-owned property insured (unless specifically excluded)
- ✓ Coverage based on ownership rather than on a “schedule on file” avoids coverage gaps due to errors or oversight
- ✓ Property of others in custody of the Member for which the Member has an obligation to provide coverage
- ✓ Boiler & Machinery coverage, including Boiler certification inspections
- ✓ Replacement Cost or Actual Cash Value available
- ✓ Fungal Pathogens (Mold) Limited Coverage
- ✓ Demolition/increased cost of construction
- ✓ No coinsurance
- ✓ Valuable papers
- ✓ Loss of Rents
- ✓ Property in the open
- ✓ Extra expense
- ✓ Expediting expense

Property Exclusions

The following is a partial list of property coverage exclusions. Consult the coverage document for the complete listing:

- ✓ Nuclear reaction/ contamination
- ✓ War
- ✓ Cyber Risk
- ✓ Fungal Pathogens (Mold) excess of sub-limit
- ✓ Failure to supply utilities
- ✓ Transmission Lines and Poles
- ✓ Dishonest acts
- ✓ Acts of Terrorism excess of Pool's Aggregate Sublimit -- MMLC TR (9/1/10)
- ✓ Wear and tear
- ✓ Computer failures/ viruses

Only one deductible applies to claims involving two or more property coverages.

Comprehensive Crime Coverage

- ✓ Employee Dishonesty/ Faithful Performance of Duty coverage provided on a blanket basis
- ✓ Loss Inside the Premises
- ✓ Loss Outside the Premises
- ✓ Money Orders/ Counterfeit Currency
- ✓ Depositors Forgery
- ✓ Position Fidelity Bonds
- ✓ Computer Fraud
- ✓ Funds Transfer Fraud

Automobile Coverage Highlights

What Is Covered?

Coverage is afforded while operating land motor vehicles, trailers or semi-trailers designed for travel on public roads.

Auto Coverages Provided

- ✓ Michigan No-Fault Coverage, includes mini-tort coverage for no extra charge
- ✓ Excess protection for use of personal automobile for municipal business
- ✓ Uninsured motorist for municipally owned vehicles
- ✓ Underinsured motorists
- ✓ Non-owned and hired auto
- ✓ Comprehensive - actual cash value basis
- ✓ Collision - actual cash value basis
- ✓ Volunteer firefighter auto accident liability coverage
- ✓ Agreed value coverage for emergency vehicles is available
- ✓ Fire or Rescue Vehicle Rental Reimbursement Coverage

Pool Risk Management Services

- ✓ Review and service of all municipal insurance matters
- ✓ Public entity experts address various liability issues
- ✓ Aggressive, member-oriented defense strategy
- ✓ Former police officials address law enforcement risks
- ✓ Physical inspection by municipal loss control consultants
- ✓ Law enforcement risk control programs (LEAF and LERC)
- ✓ Property appraisal services available

Online Services

www.mml.org (click on the *Insurance* button) – offers Pool members an outstanding resource for municipal risk management information and self-help tools in one attractive, simple-to-navigate location. File a claim on line. Download your renewal application. Request a loss control service visit. E-mail us a question. Other services available online:

- ✓ Online Forms (including Sewer Backup Sample Documents)
- ✓ Risk Resources:
 - ✓ Risk Control Solutions
 - ✓ Safety & Health Manual
 - ✓ Risk Management is Good Management Program
 - ✓ Law Enforcement Newsletters
 - ✓ Access to Safetysurance website -- <http://www.safetysurance.com/>
- ✓ MML Pool Audited Financial Statements
- ✓ Intergovernmental Contract
- ✓ Board of Directors, Pool Administrator and Staff Profiles and Contact Information

Membership Responsibilities

Membership in the Michigan Municipal League Liability and Property Pool provides numerous benefits. Likewise, individual members have certain responsibilities to the other members, which are detailed in the Intergovernmental Contract. The following is a summary of the membership responsibilities. Please refer to the Intergovernmental Contract, Articles 5 and 6, for more information.

- ✓ If a Member intends to leave the Pool, the Member must send a written notice to the Pool at least 60 days prior to its next renewal date.
- ✓ A Member must pay its premium when due. The Pool must give each member 20 days written notice of intent to terminate membership for nonpayment of premium. Payment of premium before the 20 days notice is effective will entitle the Member to reinstatement.
- ✓ Members must maintain membership or associate membership status in the Michigan Municipal League.
- ✓ A Member will allow attorneys employed by the Pool to represent the Member in defense of any claim made against the Member within the scope of coverage provided by the Pool. A Member will cooperate with the assigned attorneys, claims adjusters, service company or other agents of the Pool relating to the defense of claims for which the Pool is providing coverage.
- ✓ A Member will follow loss reduction and prevention measures established by the Pool.
- ✓ A Member will report to the Pool as promptly as possible all incidents that the Member reasonably believes may result in a claim against the Member.


Memorandum



Date: December 14, 2022

To: Mayor and City Council Members

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

From: Shannon Smolinski, Engineering Assistant 

Subject: Mich-e-ke-wis Park Beach Volleyball Courts Grant Agreement

The City of Alpena has received a grant from the Michigan Department of Natural Resources Recreation Passport Grant Program to assist in the relocation of existing Volleyball Courts and installation of a new paved parking area at Mich-e-ke-wis Park. The funding for this project has been approved by the State of Michigan and has been allocated in the State budget. To receive the funding, the City of Alpena must enter into a grant agreement with the state and also approve the attached Resolution Number 2022-23.

This grant agreement and resolution are attached for your review and approval.

Therefore, it is requested that Council approve the Michigan Recreation Passport Grant Program Agreement, authorize Mayor Matthew Waligora to sign, and adopt Resolution Number 2022-23.

Attachments



**MICHIGAN RECREATION PASSPORT GRANT PROGRAM
DEVELOPMENT PROJECT AGREEMENT**

This Agreement is between City of Alpena in the county of Alpena County, hereinafter referred to as the "GRANTEE," and the MICHIGAN DEPARTMENT OF NATURAL RESOURCES, an agency of the State of Michigan, hereinafter referred to as the "DEPARTMENT." The DEPARTMENT has authority to issue grants to local units of government for the development of public recreation facilities under Part 19 of the Natural Resources and Environmental Protection Act, P.A. 32 of 2010, as amended. The GRANTEE has been approved by the Director of the DEPARTMENT to receive a grant. In Public Act 166 of 2022, the Legislature appropriated funds from the Recreation Passport Grant Program (RPGP) to the DEPARTMENT for a grant-in-aid to the GRANTEE.

The purpose of this Agreement is to provide funding in exchange for work to be performed for the project named below. This Agreement is subject to the terms and conditions specified herein.

Project Title: Mich-e-ke-wis Park Beach Volleyball Courts Project #: RP22-0078
Amount of grant: \$150,000.00 50% PROJECT TOTAL: \$301,200.00
Amount of match: \$151,200.00 50%
Start Date: Date of Execution by the DEPARTMENT End Date: 03/31/2025

As a precondition to the effectiveness of the Agreement, the GRANTEE is required to sign the Agreement and return it to the DEPARTMENT with the required attachments by 03/02/2023 or the Agreement may be cancelled by the DEPARTMENT. This Agreement is not effective until the GRANTEE has signed it, returned it, and the DEPARTMENT has signed it. The Agreement is considered executed when signed by the DEPARTMENT.

The individuals signing below certify by their signatures that they are authorized to sign this Agreement on behalf of their agencies, and that the parties will fulfill the terms of this Agreement, including any attached appendices, as set forth herein.

GRANTEE

SIGNED _____

By: Matt WaligoraTitle: MayorDate: 12/19/2022

DUNS Number _____

CV0047617 _____

SIGMA Vendor Number _____

SIGMA Address ID _____

MICHIGAN DEPARTMENT OF NATURAL RESOURCES

SIGNED _____

By: _____

Grants Section Manager

Date of Execution by DEPARTMENT _____

1. This Agreement shall be administered on behalf of the DEPARTMENT by the Grants Management Section within the Finance and Operations Division. All notices, reports, documents, requests, actions or other communications required between the DEPARTMENT and the GRANTEE shall be submitted through the department's online grant management system, MiRecGrants, which is accessed through www.michigan.gov/DNR-grants. Primary points of contact pertaining to this agreement shall be:

GRANTEE CONTACT

Shannon Smolinski / Eng. Assistant
Name/Title

City of Alpena
Organization

208 North First Avenue
Address

Address

989-354-1733
Telephone Number

ShannonS@alpena.mi.us
E-mail Address

DEPARTMENT CONTACT

Recreation Passport Grant Program Manager
Name/Title

Grants Management/DNR Finance & Operations
Organization

525 W. Allegan Street, Lansing, MI 48933
Address

P.O. Box 30425, Lansing, MI 48909
Address

517-284-7268
Telephone Number

DNR-Grants@michigan.gov
E-mail Address

2. The legal description of the project area, boundary map of the project area, and the development grant application bearing the number **RP22-0078** uploaded to MiRecGrants are by this reference made part of this Agreement. The Agreement together with the referenced documents in MiRecGrants constitute the entire Agreement between the parties and may be modified only in writing and executed in the same manner as the Agreement is executed.
3. The time period allowed for project completion is from **01/01/2023** through **03/31/2025**, hereinafter referred to as the "project period." Requests by the GRANTEE to extend the project period shall be submitted in MiRecGrants before the expiration of the project period. Extensions to the project period are at the discretion of the DEPARTMENT and may only be extended by an amendment to this Agreement.
4. The words "project area" shall mean the land and area described in the legal description and as identified on the boundary map in MiRecGrants.
5. The words "project facilities" shall mean the following individual components, as further described in the application:

Access Pathway 6' wide or more
Volleyball Court
Rain Garden with Native Plants
Bench(es)
Lighting
Paved ADA Parking Space(s)
Paved Parking Lot
Access Road

6. The DEPARTMENT will:

- a. **grant the GRANTEE a sum of money equal to Fifty percent (50%) of Three Hundred and One Thousand Two Hundred dollars (\$301,200.00), which is the total eligible cost of construction of the project facilities including engineering costs, but in any event not to exceed One Hundred and Fifty Thousand dollars (\$150,000.00).**
- b. **grant these funds in the form of reimbursements to the GRANTEE for eligible costs and expenses incurred as follows:**
 - i. **Payments will be made on a reimbursement basis at Fifty percent (50%) of the eligible expenses incurred by the GRANTEE up to 90% of the maximum reimbursement allowable under the grant.**
 - ii. **Reimbursement will be made only upon DEPARTMENT review and approval of a complete reimbursement request submitted by the GRANTEE on a form provided by the DEPARTMENT which includes an expenditure list supported by documentation as required by the DEPARTMENT, including but not limited to copies of invoices, cancelled checks, EFTs and/or list of volunteer and/or force account time and attendance records.**
 - iii. **The DEPARTMENT shall conduct an audit of the project's financial records upon approval of the final reimbursement request by DEPARTMENT staff. The DEPARTMENT may issue an audit report with no deductions or may find some costs ineligible for reimbursement.**
 - iv. **Final payment will be released upon completion of a satisfactory audit by the DEPARTMENT and documentation that the GRANTEE has erected a RPGP plaque in compliance with Section 7(j) of this Agreement.**

7. The GRANTEE will:

- a. **immediately make available all funds needed to incur all necessary costs required to complete the project and to provide One Hundred and Fifty-One Thousand Two Hundred dollars (\$151,200.00) in local match. This sum represents Fifty percent (50%) of the total eligible cost of construction including engineering costs. Any cost overruns incurred to complete the project facilities called for by this Agreement shall be the sole responsibility of the GRANTEE.**
- b. **with the exception of engineering costs as provided for in Section 8, to incur no costs toward completion of the project facilities before execution of this Agreement and before DEPARTMENT approval of plans, specifications and bid documents.**
- c. **complete construction of the project facilities to the satisfaction of the DEPARTMENT and to comply with the development project procedures set forth by the DEPARTMENT in completion of the project, including but not limited to the following:**

- i. All projects with a total project cost of \$15,000 or greater GRANTEE shall retain the services of a professional architect, landscape architect, or engineer, registered in the State of Michigan to serve as the GRANTEE'S Prime Professional. The Prime Professional shall prepare the plans, specifications and bid documents for the project and oversee project construction.
 - ii. Within 180 days following execution of this Agreement by the GRANTEE and the DEPARTMENT and before soliciting bids or quotes or incurring costs other than costs associated with the development of plans, specifications, or bid documents, provide the DEPARTMENT with plans, specifications, and bid documents for the project facilities, sealed by the GRANTEE'S Prime Professional (Prime Professional is not required for grants less than \$15,000).
 - iii. Upon DEPARTMENT approval of plans, specifications and bid documents, openly advertise and seek written bids for contracts for purchases or services with a value equal to or greater than \$50,000 and accept the lowest qualified bid as determined by the GRANTEE'S Prime Professional.
 - iv. Upon DEPARTMENT approval of plans, specifications and bid documents, solicit three (3) written quotes for contracts for purchases or services between \$5,000 and \$50,000 and accept the lowest qualified bid as determined by the GRANTEE'S Prime Professional.
 - v. Maintain detailed written records of the contracting processes used and submit these records to the DEPARTMENT upon request.
 - vi. Complete construction to all applicable local, state and federal codes, as amended; including but not limited to the federal Americans with Disabilities Act (ADA) of 2010, as amended; the Persons with Disabilities Civil Rights Act, Act 220 of 1976, as amended; the Playground Equipment Safety Act, P.A. 16 of 1997, as amended; the Utilization of Public Facilities by Physically Limited Act, P.A. 1 of 1966, as amended; and the Elliott-Larsen Civil Rights Acts, Act 453 of 1976, as amended; 2013 Access Boards Final Guidelines for Outdoor Developed Areas.
 - vii. Bury all new utilities within the project area.
 - viii. Correct any deficiencies discovered at the final inspection within 90 days of written notification by the DEPARTMENT. These corrections shall be made at the GRANTEE'S expense and are eligible for reimbursement at the discretion of the DEPARTMENT and only to the degree that the GRANTEE'S prior expenditures made toward completion of the project are less than the grant amount allowed under this Agreement.
- d. operate the project facilities for a minimum of 20 years (useful life of facilities anticipated), to regulate the use thereof to the satisfaction of the DEPARTMENT, and to appropriate such monies and/or provide such services as shall be necessary to provide such adequate maintenance.
 - e. provide to the DEPARTMENT for approval, a complete tariff schedule containing all charges

to be assessed against the public utilizing the project area and/or any of the facilities constructed thereon, and to provide to the DEPARTMENT for approval, all amendments thereto before the effective date of such amendments. Preferential membership or annual permit systems are prohibited on grant assisted sites, except to the extent that differences in admission and other fees may be instituted on the basis of residence. Nonresident fees shall not exceed twice that charged residents. If no resident fees are charged, nonresident fees may not exceed the rate charged residents at other comparable state and local public recreation facilities.

- f. adopt such ordinances and/or resolutions as shall be required to effectuate the provisions of this Agreement; certified copies of all such ordinances and/or resolutions adopted for such purposes shall be forwarded to the DEPARTMENT before the effective date.
 - g. separately account for any revenues received from the project area which exceed the demonstrated operating costs and to reserve such surplus revenues for the future maintenance and/or expansion of the GRANTEE'S park and recreation program.
 - h. furnish the DEPARTMENT, upon request, detailed statements covering the annual operation of the project area and/or project facilities, including income and expenses and such other information the DEPARTMENT might reasonably require.
 - i. maintain the premises in such condition as to comply with all federal, state, and local laws which may be applicable and to make any and all payments required for all taxes, fees, or assessments legally imposed against the project area.
 - j. erect and maintain a sign on the property for the life of the facilities which designates this project as one having been constructed with the assistance of the RPGP. The size, color and design of this sign shall be in accordance with DEPARTMENT specification.
 - k. conduct a dedication/ribbon-cutting ceremony as soon as possible after the project is completed and the RPGP sign is erected within the project area. At least 30 days prior to the dedication/ribbon-cutting ceremony, the DEPARTMENT must be notified in writing the date, time, and location of the dedication/ribbon-cutting ceremony. GRANTEE shall provide notice of ceremony to the local media. The use of the program logo and a brief description of the program are strongly encouraged in brochures related to public recreation produced by the GRANTEE. Upon the discretion of the DEPARTMENT, the requirement to conduct a dedication/ribbon-cutting ceremony may be waived.
8. Only eligible costs and expenses incurred toward completion of the project facilities after execution of the Project Agreement shall be considered for reimbursement under the terms of this Agreement. Eligible engineering costs incurred toward completion of the project facilities beginning **January 1, 2023** and throughout the project period are also eligible for reimbursement. Any costs and expenses incurred after the project period shall be the sole responsibility of the GRANTEE.
9. To be eligible for reimbursement, the GRANTEE shall comply with the DEPARTMENT requirements. At a minimum, the GRANTEE shall:

- a. submit a progress report every 180 days during the project period.
 - b. submit complete requests for partial reimbursement when the GRANTEE is eligible to request at least 25 percent of the grant amount and construction contracts have been executed or construction by force account labor has begun. For grants \$15,000 or less, the request reimbursement should be submitted for entire amount at completion of the project.
 - c. submit a complete request for final reimbursement within **90 days of project completion and no later than 6/30/2025**. If the GRANTEE fails to submit a complete final request for reimbursement by **6/30/2025**, the DEPARTMENT may audit the project costs and expenses and make final payment based on documentation on file as of that date or may terminate this Agreement and require full repayment of grant funds by the GRANTEE.
10. During the project period, the GRANTEE shall obtain prior authorization from the DEPARTMENT before adding, deleting, or making a significant change to any of the project facilities as proposed. Approval of changes is solely at the discretion of the DEPARTMENT. Furthermore, during the life of the facilities, the GRANTEE shall obtain prior written authorization from the DEPARTMENT before implementing a change that significantly alters the project facilities as constructed and/or the project area, including but not limited to discontinuing use of a project facility or making a significant change in the recreational use of the project area.
11. All project facilities constructed or purchased by the GRANTEE under this Agreement shall be placed and used at the project area and solely for the purposes specified in the application and this Agreement.
12. The project area and all facilities provided thereon and the land and water access ways to the project facilities shall be open to the general public at all times on equal and reasonable terms. No individual shall be denied ingress or egress thereto or the use thereof on the basis of sex, race, color, religion, national origin, residence, age, height, weight, familial status, marital status, or disability.
13. Unless an exemption has been authorized by the DEPARTMENT pursuant to this Section, the GRANTEE hereby represents that it possesses fee simple title, free of all liens and encumbrances, to the project area. The fee simple title acquired shall not be subject to: 1) any possibility of reverter or right of entry for condition broken or any other executory limitation which may result in defeasance of title or 2) any reservations or prior conveyance of coal, oil, gas, sand, gravel or other mineral interests. For any portion of the project area that the GRANTEE does not possess in fee simple title, the GRANTEE hereby represents that it has:
 - a. supplied the DEPARTMENT with an executed copy of the approved lease or easement, and
 - b. confirmed through appropriate legal review that the terms of the lease or easement are consistent with GRANTEE'S obligations under this Agreement and will not hinder the GRANTEE'S ability to comply with all requirements of this Agreement. In no case shall the lease or easement tenure be less than 20 years from the date of execution of this Agreement.
14. The GRANTEE shall not allow any encumbrance, lien, security interest, mortgage or any

evidence of indebtedness to attach to or be perfected against the project area or project facilities included in this Agreement.

- 15. During the life of the facilities, none of the project area, nor any of the project facilities constructed under this Agreement, shall be wholly or partially conveyed, either in fee, easement or otherwise, or leased for a term of years or for any other period, nor shall there be any whole or partial transfer of the lease title, ownership, or right of maintenance or control by the GRANTEE except with the written approval and consent of the DEPARTMENT. The GRANTEE shall regulate the use of the project area to the satisfaction of the DEPARTMENT.**
- 16. The assistance provided to the GRANTEE as a result of this Agreement is intended to have a lasting effect on the supply of recreation, scenic beauty sites, and recreation facilities beyond the financial contribution alone and commits the project area to Michigan's recreation estate for the useful life of the project facilities, therefore:**
 - a. the GRANTEE agrees that, during the life of the facilities, the project area or any portion thereof will not be converted to other than public recreation use without prior written approval by the DEPARTMENT and implementation of mitigation approved by the DEPARTMENT, including but not limited to replacement with land and/or project facilities of similar recreation usefulness and fair market value.**
 - b. approval of a conversion shall be at the sole discretion of the DEPARTMENT.**
 - c. before completion of the project, the GRANTEE and the DEPARTMENT may mutually agree to alter the project area through an amendment to this Agreement to provide the most satisfactory public outdoor recreation area.**
- 17. Should title to the lands in the project area or any portion thereof be acquired from the GRANTEE by any other entity through exercise of the power of eminent domain, the GRANTEE agrees that the proceeds awarded to the GRANTEE shall be used to replace the lands and project facilities affected with recreation lands and project facilities of equal or greater fair market value, and of reasonably equivalent usefulness and location. The DEPARTMENT shall approve such replacement only upon such conditions as it deems necessary to assure the replacement by GRANTEE of other recreation properties and project facilities of equal or greater fair market value and of reasonably equivalent usefulness and location. Such replacement land shall be subject to all the provisions of this Agreement.**
- 18. The GRANTEE acknowledges that:**
 - a. the GRANTEE has examined the project area and has found the property safe for public use or actions will be taken by the GRANTEE before beginning the project to assure safe use of the property by the public, and**
 - b. the GRANTEE is solely responsible for development, operation, and maintenance of the project area and project facilities, and that responsibility for actions taken to develop, operate, or maintain the property is solely that of the GRANTEE, and**
 - c. the DEPARTMENT'S involvement in the premises is limited solely to the making of a grant**

to assist the GRANTEE in developing project site.

19. The GRANTEE assures the DEPARTMENT that the proposed State-assisted action will not have a negative effect on the environment and, therefore, an Environmental Impact Statement is not required.
20. The GRANTEE hereby acknowledges that this Agreement does not require the State of Michigan to issue any permit required by law to construct the recreational project that is the subject of this Agreement. Such permits include, but are not limited to, permits to fill or otherwise occupy a floodplain, and permits required under Parts 301 and 303 of the Natural Resources and Environmental Protection Act, Act 451 of the Public Acts 451 of 1994, as amended. It is the sole responsibility of the GRANTEE to determine what permits are required for the project, secure the needed permits and remain in compliance with such permits.
21. Before the DEPARTMENT will approve plans, specifications, or bid documents; or give written approval to the GRANTEE to advertise, seek quotes, or incur costs for this project, the GRANTEE must provide documentation to the DEPARTMENT that indicates either:
 - a. it is reasonable for the GRANTEE to conclude, based on the advice of an environmental consultant, as appropriate, that no portion of the project area is a facility as defined in Part 201 of the Michigan Natural Resources and Environmental Protection Act, Act 451 of the Public Acts of 1994, as amended;
 - or
 - b. if any portion of the project area is a facility, documentation that Department of Environmental, Great Lakes and Energy-approved response actions have been or will be taken to make the site safe for its intended use within the project period, and that implementation and long-term maintenance of response actions will not hinder public recreation use and/or the resource protection values of the project area.
22. If the DEPARTMENT determines that, based on contamination, the project area will not be made safe for the planned recreation use within the project period, or another date established by the DEPARTMENT in writing, or if the DEPARTMENT determines that the presence of contamination will reduce the overall usefulness of the property for public recreation and resource protection, the grant may be cancelled by the DEPARTMENT with no reimbursement made to the GRANTEE.
23. The GRANTEE shall acquire and maintain insurance which will protect the GRANTEE from claims which may arise out of or result from the GRANTEE'S operations under this Agreement, whether performed by the GRANTEE, a subcontractor or anyone directly or indirectly employed by the GRANTEE, or anyone for whose acts may hold them liable. Such insurance shall be with companies authorized to do business in the State of Michigan in such amounts and against such risks as are ordinarily carried by similar entities, including but not limited to public liability insurance, worker's compensation insurance or a program of self-insurance complying with the requirements of Michigan law. The GRANTEE shall provide evidence of such insurance to the DEPARTMENT at its request.

24. Nothing in this Agreement shall be construed to impose any obligation upon the DEPARTMENT to operate, maintain or provide funding for the operation and/or maintenance of any recreational facilities in the project area.
25. The GRANTEE hereby represents that it will defend any suit brought against either party which involves title, ownership, or any other rights, whether specific or general rights, including appurtenant riparian rights, to and in the project area of any lands connected with or affected by this project.
26. The GRANTEE is responsible for the use and occupancy of the premises, the project area and the facilities thereon. The GRANTEE is responsible for the safety of all individuals who are invitees or licensees of the premises. The GRANTEE will defend all claims resulting from the use and occupancy of the premises, the project area and the facilities thereon. The DEPARTMENT is not responsible for the use and occupancy of the premises, the project area and the facilities thereon.
27. Failure by the GRANTEE to comply with any of the provisions of this Agreement shall constitute a material breach of this Agreement.
28. Upon breach of the Agreement by the GRANTEE, the DEPARTMENT may, in addition to any other remedy provided by law,:
- a. terminate this Agreement; and/or
 - b. withhold and/or cancel future payments to the GRANTEE on any or all current recreation grant projects until the violation is resolved to the satisfaction of the DEPARTMENT; and/or
 - c. withhold action on all pending and future grant applications submitted by the GRANTEE under the RGP, Michigan Natural Resources Trust Fund, and Land and Water Conservation Fund; and/or
 - d. require repayment of grant funds already paid to GRANTEE.
 - e. require specific performance of the Agreement.
29. This Agreement may be canceled by the DEPARTMENT, upon 30 days written notice, due to Executive Order, budgetary reduction, other lack of funding; upon request by the GRANTEE; or upon mutual Agreement by the DEPARTMENT and GRANTEE. The DEPARTMENT may honor requests for just and equitable compensation to the GRANTEE for all satisfactory and eligible work completed under this Agreement up until 30 days after written notice, upon which time all outstanding reports and documents are due to the DEPARTMENT and the DEPARTMENT will no longer be liable to pay the GRANTEE for any further charges to the grant.
30. The GRANTEE agrees that the benefit to be derived by the State of Michigan from the full compliance by the GRANTEE with the terms of this Agreement is the preservation, protection and the net increase in the quality of public recreation facilities and resources which are available to the people of the State and of the United States and such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State of

Michigan by way of assistance under the terms of this Agreement. The GRANTEE agrees that after final reimbursement has been made to the GRANTEE, repayment by the GRANTEE of grant funds received would be inadequate compensation to the State for any breach of this Agreement. The GRANTEE further agrees therefore, that the appropriate remedy in the event of a breach by the GRANTEE of this Agreement after final reimbursement has been made shall be the specific performance of this Agreement.

31. Prior to the completion of the project facilities, the GRANTEE shall return all grant money if the project area or project facilities are not constructed, operated or used in accordance with this Agreement.
32. The GRANTEE agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of religion, race, color, national origin, age, sex, sexual orientation, height, weight, marital status, partisan considerations, or a disability or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. The GRANTEE further agrees that any subcontract shall contain non-discrimination provisions which are not less stringent than this provision and binding upon any and all subcontractors. A breach of this covenant shall be regarded as a material breach of this Agreement.
33. The DEPARTMENT shall terminate and recover grant funds paid if the GRANTEE or any subcontractor, manufacturer, or supplier of the GRANTEE appears in the register compiled by the Michigan Department of Labor and Economic Growth pursuant to Public Act No. 278 of 1980.
34. The GRANTEE agrees to assist DEPARTMENT personnel in promotion of the Recreation Passport Program by distributing marketing materials provided by the DEPARTMENT.
35. The GRANTEE may not assign or transfer any interest in this Agreement without prior written authorization of the DEPARTMENT.
36. The rights of the DEPARTMENT under this Agreement shall continue for the anticipated life of the project facilities as stated in Section 7(d).

If this Agreement is approved by Resolution, a true copy must be attached to this Agreement. A sample Resolution is on the next page.

RESOLUTION 2022-23

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

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

1. To appropriate all funds necessary to complete the project during the project period and to provide one hundred fifty one thousand two hundred dollars (\$151,200.00) to match the grant authorized by the DEPARTMENT.
2. To maintain satisfactory financial accounts, documents, and records to make them available to the DEPARTMENT for auditing at reasonable times.
3. To construct the project and provide such funds, services, and materials as may be necessary to satisfy the terms of the Agreement.
4. To regulate the use of the facility constructed and reserved under this Agreement to assure the use thereof by the public on equal and reasonable terms.

5. To comply with any and all terms of said Agreement including all terms not specifically set forth in the foregoing portions of this Resolution.

The following aye votes were recorded: _____

The following nay votes were recorded: _____

STATE OF MICHIGAN)
)
COUNTY OF ALPENA)

I, Anna Soik, Clerk/Treasurer/Finance Director of the City of Alpena, Michigan, certify that the above is a true and correct copy of the Resolution relative to the Agreement with the Michigan Department of Natural Resources, which was adopted by the City Council at a meeting held December 19, 2022.

Signature

Clerk/Treasurer/Finance Director – Anna Soik
Title

December 19, 2022
Date



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

Planning, Development, & Zoning

To: Alpena City Council
From: Montiel Birmingham, Director
cc: Rachel Smolinski, City Manager
Date: December 14, 2022
RE: Zoning Map Amendment

The Planning Commission meeting held on 12/13/2022 resulted in a unanimous recommendation to approve a Conditional Rezone of the property located at 423 South 7th Ave from R-2 to R-T to allow for a Duplex on the property. More than four parking spaces currently exist; tenants exist in both apartments. See below for a summary of the case for your awareness.

Summary of Request: Owner requests to conditionally rezone 423 South 7th Avenue from R-2 to R-T. USPS contacted the City to confirm a request for a secondary address at the property; the City made contact with the current owner for failure to register and improper zoning. Owner advised the property was sold to him as a Duplex on July 21, 2022 with tenants in both apartments. Research of building department records show a previous owner in the 1990's converted the property without permission despite multiple letters and discussions with the building department on appropriate steps to take to legally convert the property. Records also indicate the owner moved out of the property in 2006, but maintained ownership. The issue appears to have been dropped when the Building Official at that time left the department and transition occurred within City staff.

The building department completed a courtesy life safety inspection of both units; no major concerns were identified. One smoke detector was not working and has already been replaced. Overall quality of the units and property were noted as very good. Owner has been very accommodating. No concerns were noted by the Planning Commission based on the Findings of Fact presented.

One letter of opposition was received.



**City of Alpena
Ordinance No. 22- 483**

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 423 South 7th Ave shall be conditionally rezoned from R-2 to R-T to allow for the legal conversion of the property to a duplex. Statement of Conditions is as follows and will be recorded with the register of deeds: *I would like to use property as a duplex.*

SECTION 2: SEVERABILITY

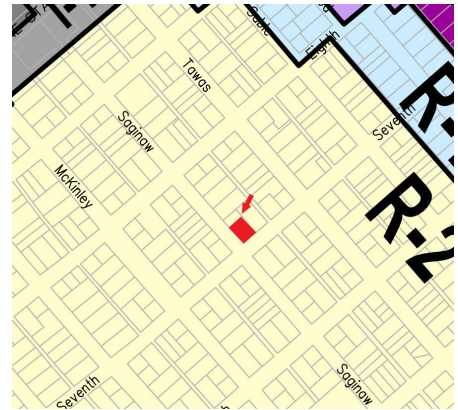
If any clause, sentence, paragraph or part of this Ordinance shall for any reason be finally adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair or invalidate the remainder of this Ordinance but shall be confined in its operation to the clause, sentence,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

SECTION 3: SAVING CLAUSE

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

SECTION 4: EFFECTIVE DATE

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



Matthew J. Waligora, Mayor

Anna Soik, Clerk/Treasurer/Finance Director

I, Anna Soik, Clerk/Treasurer/Finance Director for the City of Alpena, hereby certify that the foregoing is a true and correct copy of Ordinance No. 22-483 of the City of Alpena, adopted at a meeting of the Alpena City Council held on _____.

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

First Reading: December 19, 2022

Adopted: _____

Published: _____

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

Memorandum



Date: December 15, 2022

To: Mayor Waligora and Municipal Council Members

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

Subject: Costs and Voter Turnout November 8, 2022 Election

The costs for the November 8th General Election totaled \$16,705. The largest expense at \$6,381 is for the election workers.

The City had 8,685 registered voters at the time of the election. The voter turnout was 51% which equals 4,436 voters. Of that total, 1,693 voters (38%) were absentee voters, while 2,743 (62%) were in-person.

The largest voter demographic at 1,250 (28%) was yet again comprised of females aged 60 and older. Precinct 1 located at the APlex, had the highest turnout among the precincts with 1,137 (26)% of total voters, while Precinct 3 located at St. Anne's Parish Center had the lowest turnout at 752 (17%).

Election Costs 11/08/22

Election Source (ballot printing/memory card)	\$2,551.00
Board of Canvassers (mileage/wages)	
Building costs:	\$500.00
Alpena News Ads	\$55.61
Certified mail costs	
Postage	\$2,383.38
Supplies	\$1,582.04
DPW Labor	\$574.40
DPW Truck Expense	\$160.13
Clerical Workers Total	\$2,247.96
Temp Workers Total	
Election Workers Training Hours	\$268.96
Election Workers Payroll	\$6,381.29

Grand Total:	\$16,704.77
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Not Included in this breakdown:

Clerk & Deputy Clerk's time out to test election equipment, prepare ballot distribution, load laptops, visit each precinct on election day.

Total Registered Voters	8,685
Absent Voters	1,693
Voted at the Polls	2,743
Total Voted	4,436
Percentage Voted	51%

VOTER TURNOUT BY GENDER AGE

11/08/2022 - STATE GENERAL

ALPENA CITY (01740)

	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	1400	530	37.86%	75	13	17.33%	215	52	24.19%	265	79	29.81%	252	93	36.90%	221	79	35.75%	372	214	57.53%
Females	1364	607	44.50%	65	33	50.77%	208	62	29.81%	235	90	38.30%	190	83	43.68%	211	92	43.60%	455	247	54.29%
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	2764	1137	41.14%	140	46	32.86%	423	114	26.95%	500	169	33.80%	442	176	39.82%	432	171	39.58%	827	461	55.74%
WARD PRECINCT : 00003																					
Males	611	314	51.39%	28	10	35.71%	74	19	25.68%	85	32	37.65%	67	29	43.28%	77	44	57.14%	280	180	64.29%
Females	825	438	53.09%	34	12	35.29%	60	19	31.67%	91	46	50.55%	76	42	55.26%	113	52	46.02%	451	267	59.20%
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	1436	752	52.37%	62	22	35.48%	134	38	28.36%	176	78	44.32%	143	71	49.65%	190	96	50.53%	731	447	61.15%
WARD PRECINCT : 00004																					
Males	624	348	55.77%	21	6	28.57%	78	29	37.18%	95	38	40.00%	88	38	43.18%	76	42	55.26%	266	195	73.31%
Females	791	464	58.66%	24	12	50.00%	80	26	32.50%	102	49	48.04%	91	49	53.85%	93	50	53.76%	401	278	69.33%
No Gender	1	1	100.00%	0	0	0.00%	0	0	0.00%	1	1	100.00%	0	0	0.00%	0	0	0.00%	0	0	0.00%
All	1416	813	57.42%	45	18	40.00%	158	55	34.81%	198	88	44.44%	179	87	48.60%	169	92	54.44%	667	473	70.91%
WARD PRECINCT : 00005																					
Males	641	365	56.94%	28	11	39.29%	82	26	31.71%	89	36	40.45%	91	50	54.95%	99	57	57.58%	252	185	73.41%
Females	728	461	63.32%	26	12	46.15%	73	32	43.84%	75	44	58.67%	114	64	56.14%	116	67	57.76%	324	242	74.69%
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	1369	826	60.34%	54	23	42.59%	155	58	37.42%	164	80	48.78%	205	114	55.61%	215	124	57.67%	576	427	74.13%
WARD PRECINCT : 00006																					
Males	792	406	51.26%	32	10	31.25%	104	31	29.81%	160	68	42.50%	143	70	48.95%	102	53	51.96%	251	174	69.32%
Females	908	502	55.29%	33	16	48.48%	110	42	38.18%	158	82	51.90%	139	70	50.36%	146	76	52.05%	322	216	67.08%
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	1700	908	53.41%	65	26	40.00%	214	73	34.11%	318	150	47.17%	282	140	49.65%	248	129	52.02%	573	390	68.06%
GRAND TOTALS:																					
Males	4068	1963	48.25%	184	50	17.33%	553	157	28.39%	694	253	36.46%	641	280	43.68%	575	275	47.83%	1421	948	66.71%
Females	4616	2472	53.55%	182	85	50.77%	531	181	34.09%	661	311	47.05%	610	308	50.49%	679	337	49.63%	1953	1250	64.00%
No Gender	1	1	100.00%	0	0	0.00%	0	0	0.00%	1	1	100.00%	0	0	0.00%	0	0	0.00%	0	0	0.00%
All	8685	4436	51.08%	366	135	36.89%	1084	338	31.18%	1356	565	41.67%	1251	588	47.00%	1254	612	48.80%	3374	2198	65.15%

VOTER TURNOUT BY GENDER AGE

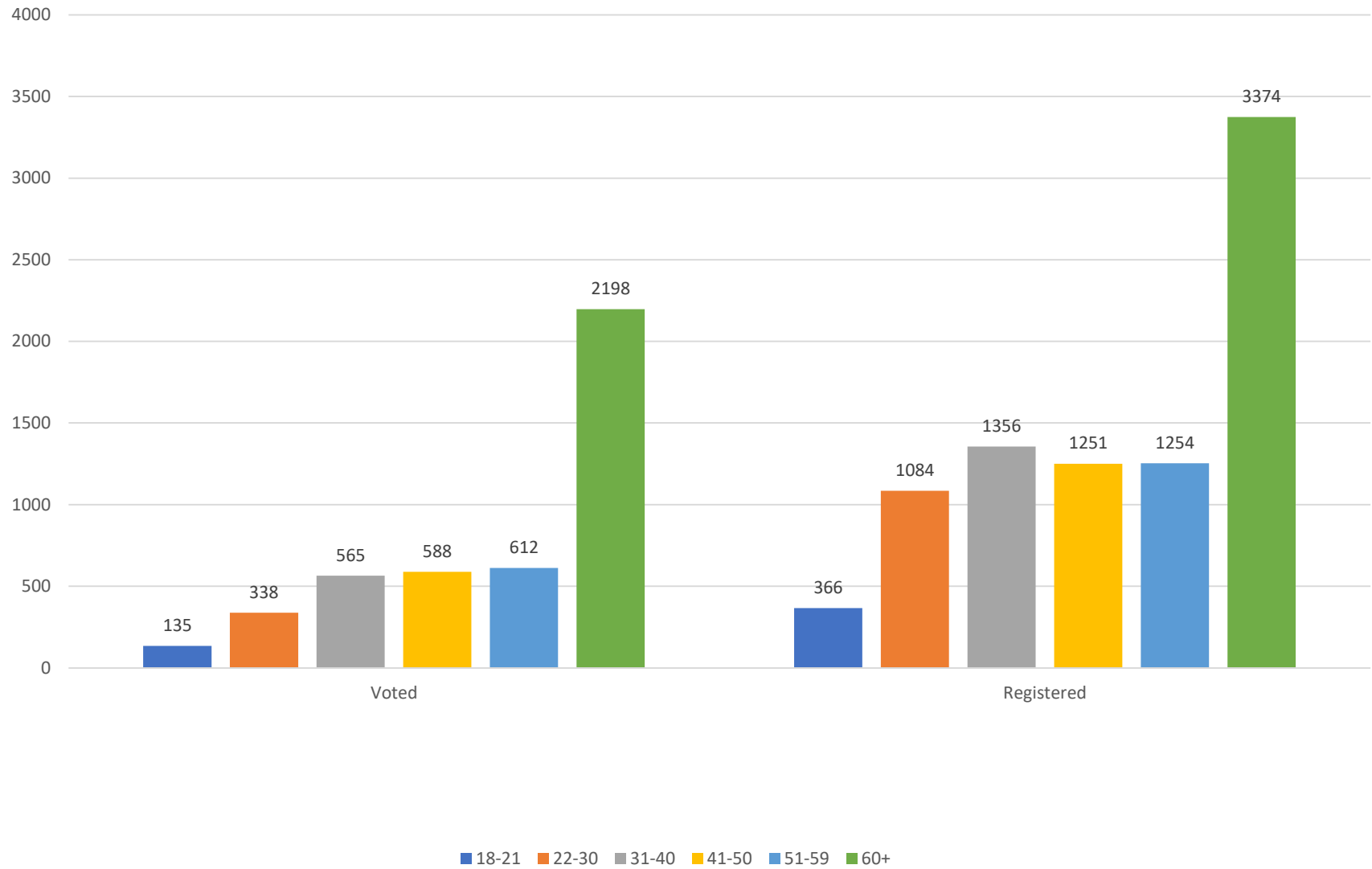
11/08/2022 - STATE GENERAL

ALPENA CITY (01740)

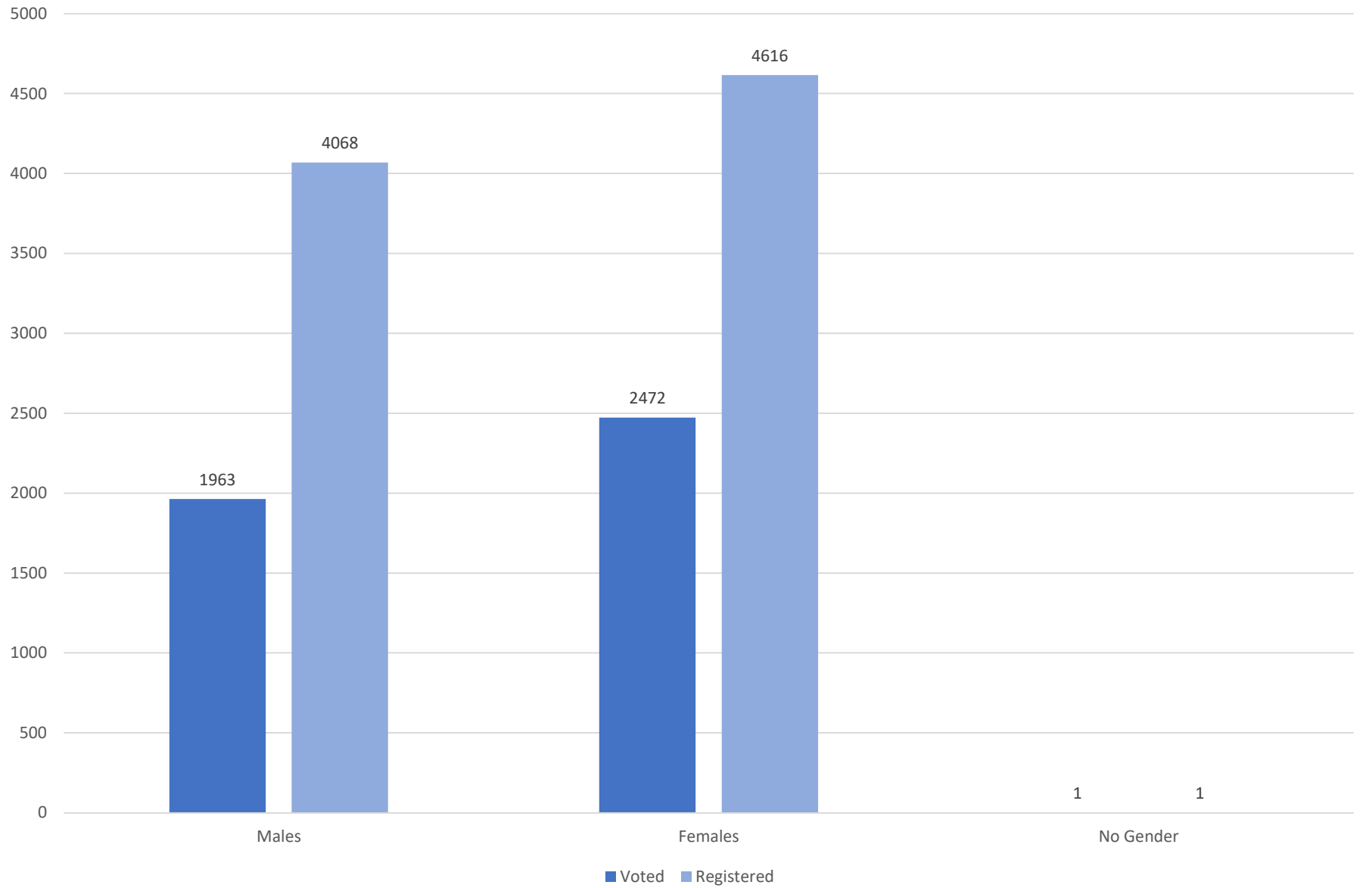
Absentee 1

	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	1400	176	12.57%	75	3	4.00%	215	17	7.91%	265	13	4.91%	252	19	7.54%	221	19	8.60%	372	105	28.23%
Females	1364	218	15.98%	65	5	7.69%	208	15	7.21%	235	25	10.64%	190	14	7.37%	211	27	12.80%	455	132	29.01%
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	2764	394	14.25%	140	8	5.71%	423	32	7.57%	500	38	7.60%	442	33	7.47%	432	46	10.65%	827	237	28.66%
WARD PRECINCT : 00003																					
Males	611	130	21.28%	28	3	10.71%	74	4	5.41%	85	8	9.41%	67	4	5.97%	77	10	12.99%	280	101	36.07%
Females	825	214	25.94%	34	3	8.82%	60	5	8.33%	91	8	8.79%	76	5	6.58%	113	16	14.16%	451	177	39.25%
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	1436	344	23.96%	62	6	9.68%	134	9	6.72%	176	16	9.09%	143	9	6.29%	190	26	13.68%	731	278	38.03%
WARD PRECINCT : 00004																					
Males	624	128	20.51%	21	1	4.76%	78	6	7.69%	95	7	7.37%	88	6	6.82%	76	10	13.16%	266	98	36.84%
Females	791	195	24.65%	24	4	16.67%	80	6	7.50%	102	12	11.76%	91	6	6.59%	93	11	11.83%	401	156	38.90%
No Gender	1	0	0.00%	0	0	0.00%	0	0	0.00%	1	0	0.00%	0	0	0.00%	0	0	0.00%	0	0	0.00%
All	1416	323	22.81%	45	5	11.11%	158	12	7.59%	198	19	9.60%	179	12	6.70%	169	21	12.43%	667	254	38.08%
WARD PRECINCT : 00005																					
Males	641	125	19.50%	28	3	10.71%	82	4	4.88%	89	7	7.87%	91	8	8.79%	99	14	14.14%	252	89	35.32%
Females	728	204	28.02%	26	3	11.54%	73	10	13.70%	75	12	16.00%	114	14	12.28%	116	19	16.38%	324	146	45.06%
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	1369	329	24.03%	54	6	11.11%	155	14	9.03%	164	19	11.59%	205	22	10.73%	215	33	15.35%	576	235	40.80%
WARD PRECINCT : 00006																					
Males	792	118	14.90%	32	4	12.50%	104	4	3.85%	160	14	8.75%	143	12	8.39%	102	9	8.82%	251	75	29.88%
Females	908	185	20.37%	33	3	9.09%	110	3	2.73%	158	19	12.03%	139	19	13.67%	146	14	9.59%	322	127	39.44%
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	1700	303	17.82%	65	7	10.77%	214	7	3.27%	318	33	10.38%	282	31	10.99%	248	23	9.27%	573	202	35.25%
GRAND TOTALS:																					
Males	4068	677	16.64%	184	14	4.00%	553	35	6.33%	694	49	7.06%	641	49	7.64%	575	62	10.78%	1421	468	32.93%
Females	4616	1016	22.01%	182	18	7.69%	531	39	7.34%	661	76	11.50%	610	58	9.51%	679	87	12.81%	1953	738	37.79%
No Gender	1	0	0.00%	0	0	0.00%	0	0	0.00%	1	0	0.00%	0	0	0.00%	0	0	0.00%	0	0	0.00%
All	8685	1693	19.49%	366	32	8.74%	1084	74	6.83%	1356	125	9.22%	1251	107	8.55%	1254	149	11.88%	3374	1206	35.74%

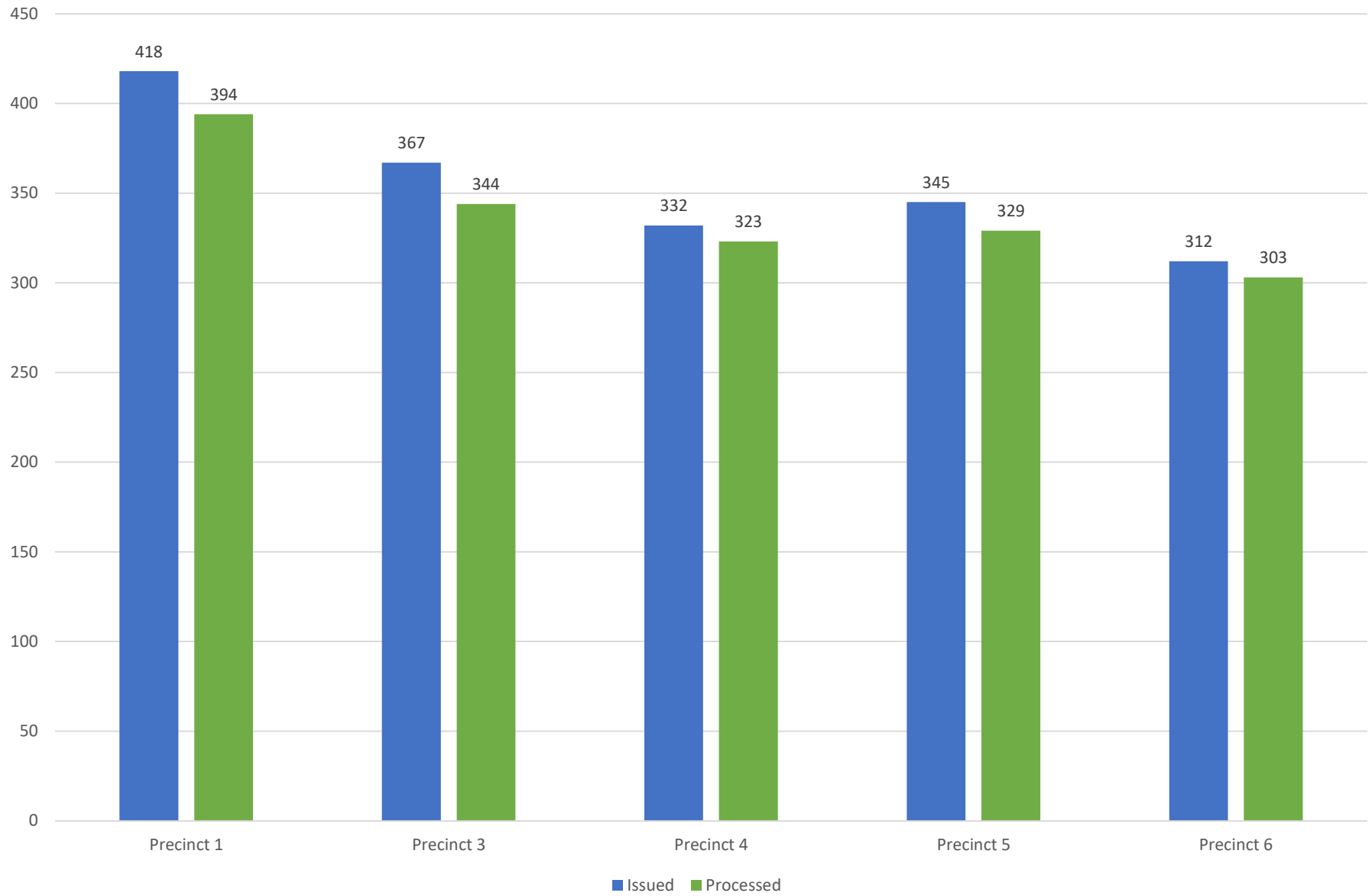
Voter Turnout
By Age Group
November 8, 2022



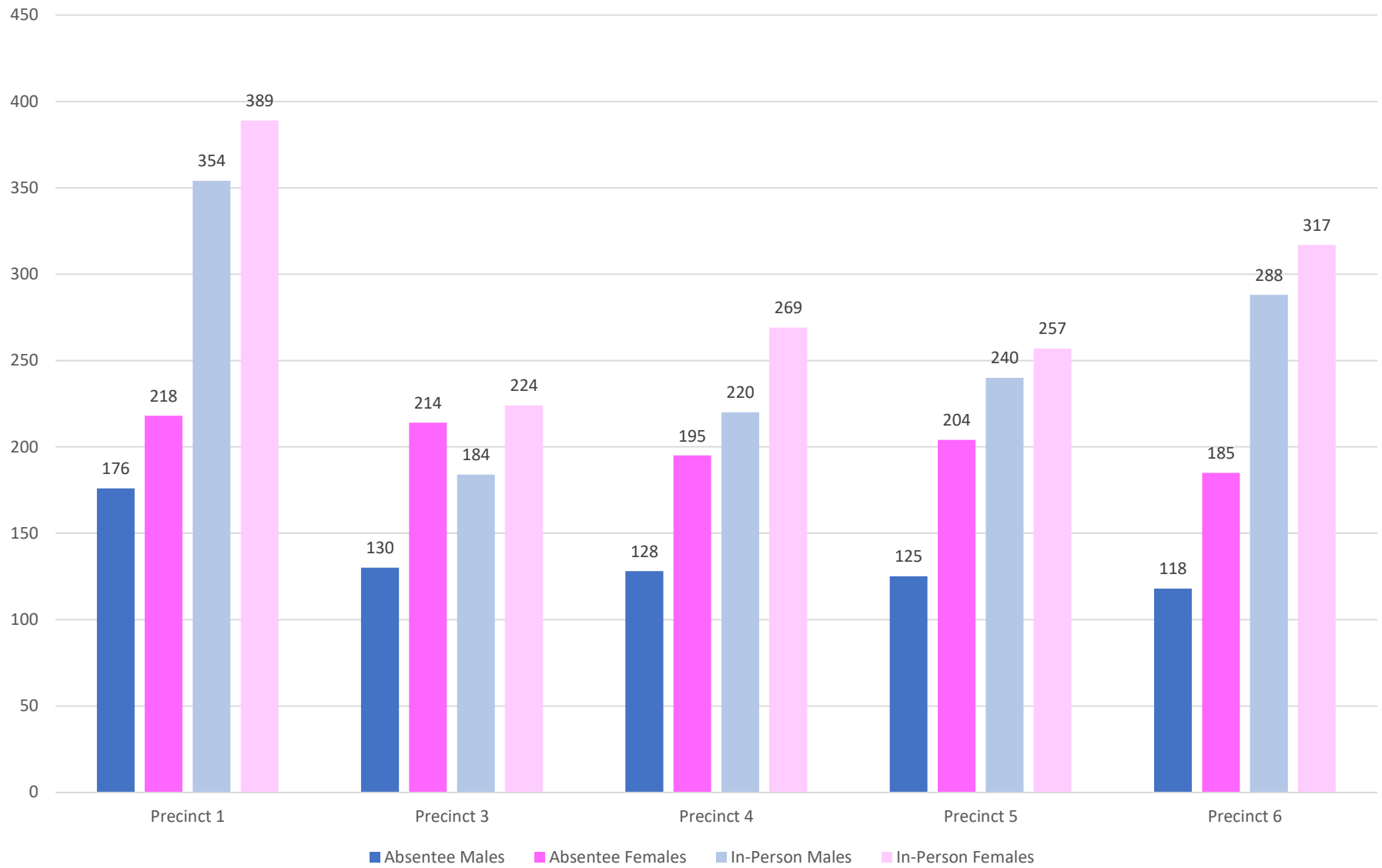
Voter Turnout by Gender November 8, 2022



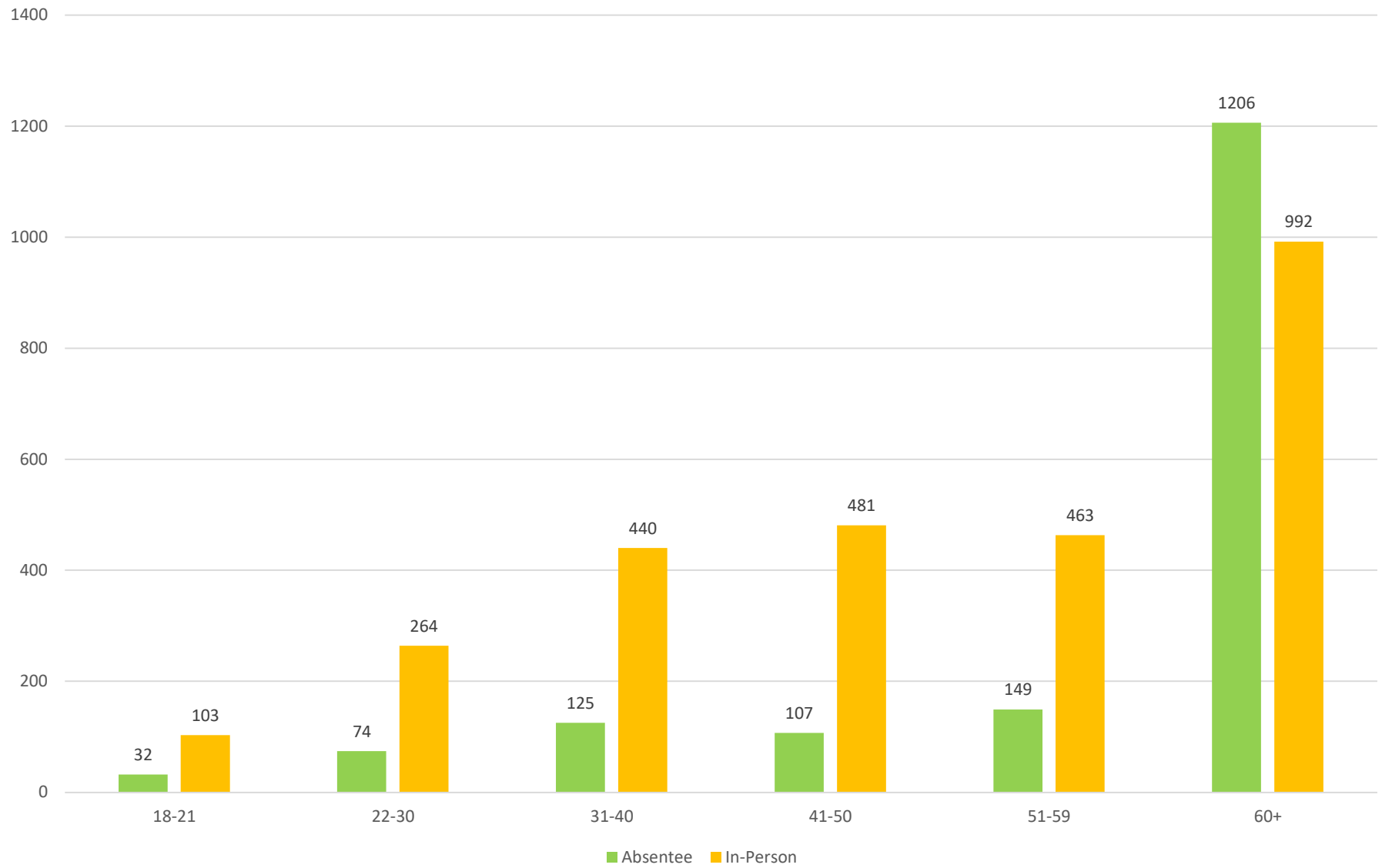
Absentee Ballots Issued vs Processed November 8, 2022



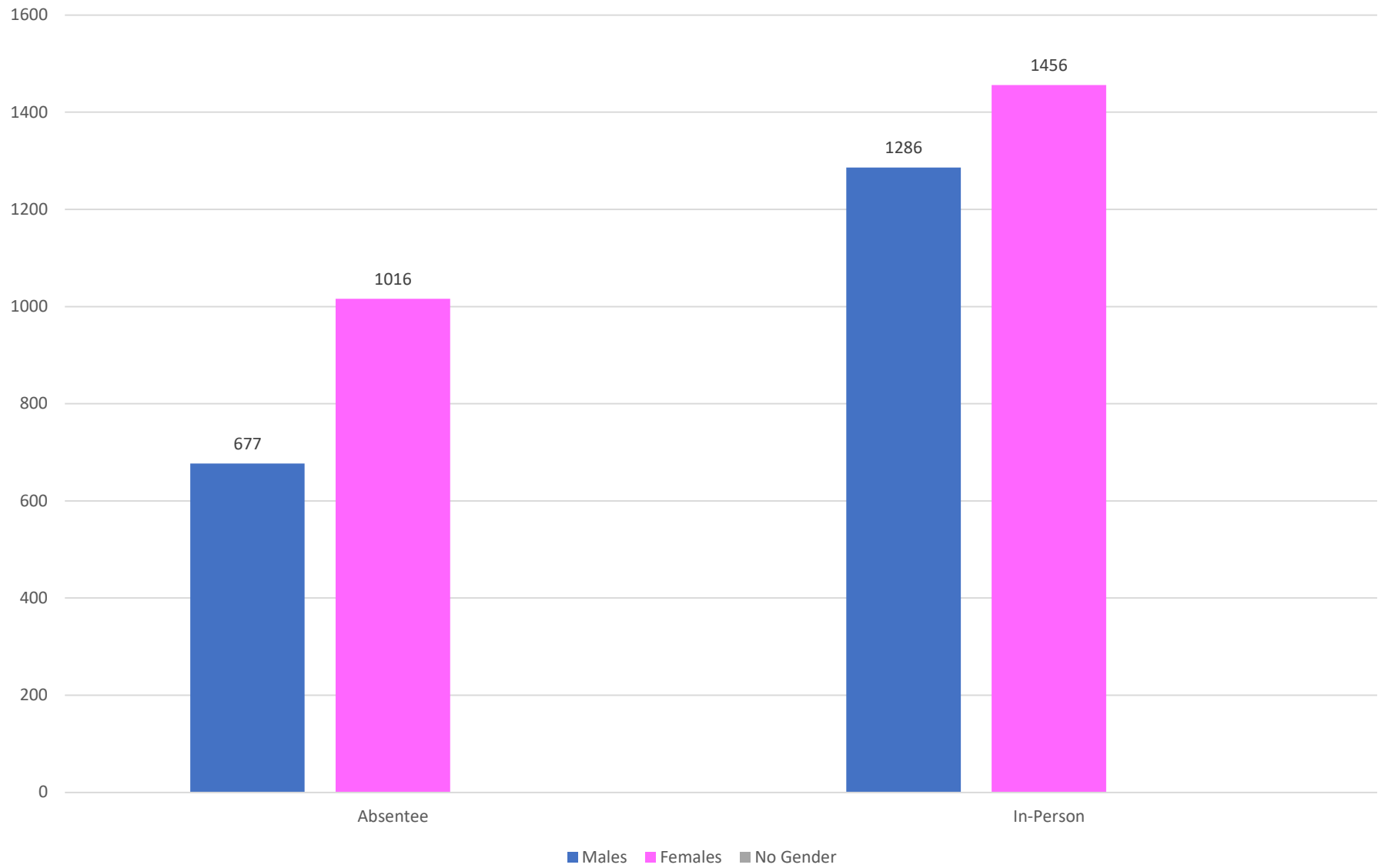
Absentee vs In-Person
By Gender
November 8, 2022



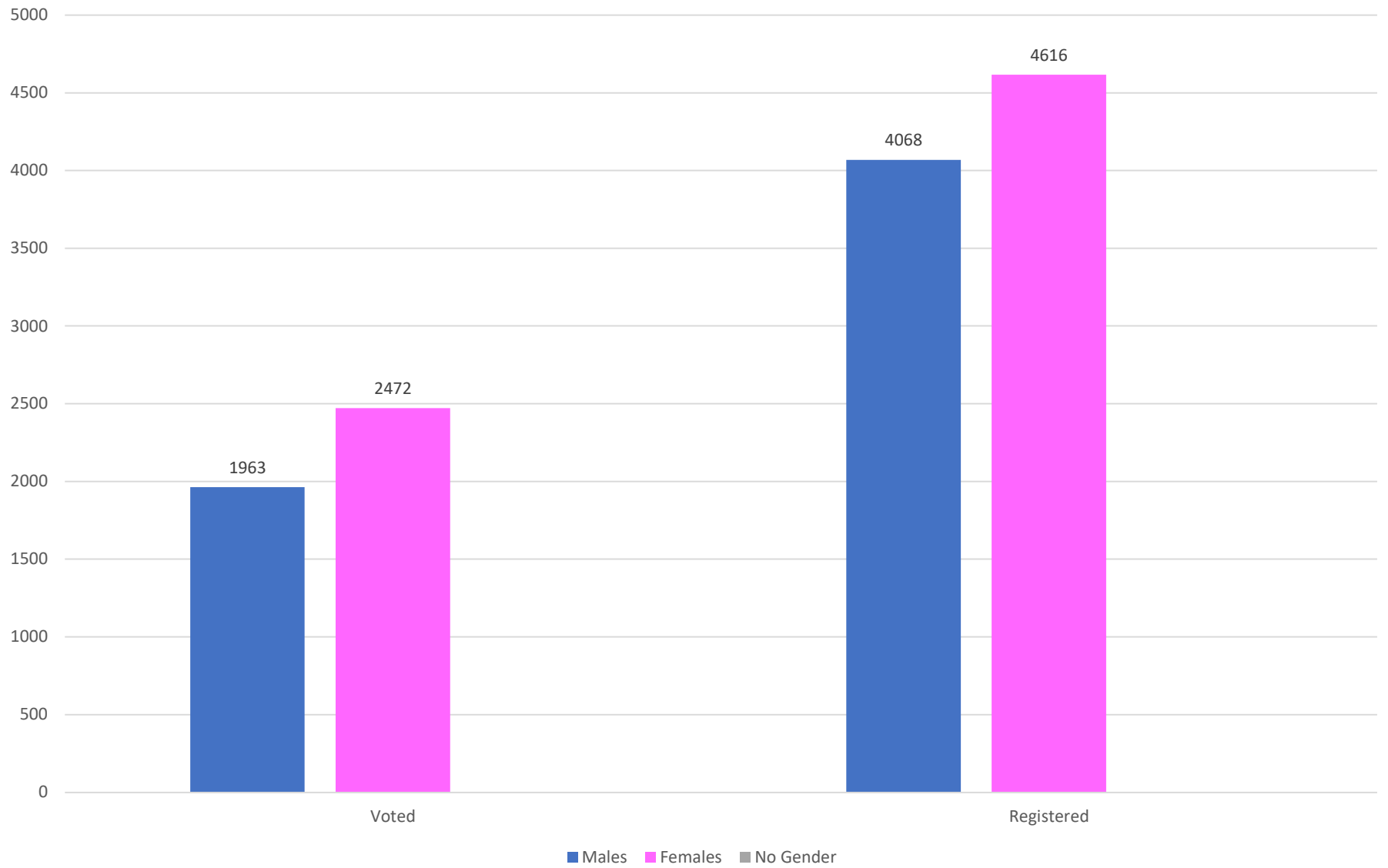
Absentee vs In-Person
By Age Group
November 8, 2022



Absentee vs In-Person
By Gender
November 8, 2022



Voter Turnout
By Gender
November 8, 2022




Memorandum



Date: December 14, 2022

To: Mayor and City Council Members

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

From: Stephen J. Shultz, City Engineer 

Subject: Water Production Plant-Fluoridation Review Summary

In an effort to collect additional information, Council postponed the decision to continue, convert, or cease the fluoridation of water during the water production process. Since that time, continuing as normal, the City purchased and will take delivery of another palette of powered Sodium Silicofluoride. This palette should get us through approximately April 2023 if we continue to add fluoride.

Review of options from previous presentation:

Option 1 – We can continue to order powdered product when available, but supply is questionable. The price continues to rise, and no supplier will guarantee a price for longer than 3 months. Suggested motion if Council chooses this option: Motion to direct City staff to continue to purchase and add fluoride, regardless of powder-type, as it is available and report back if and when none can be located.

Option 2 – Convert to liquid product. Liquid is the most popular method of adding fluoride and is the most available as it is manufactured in the US. This method of adding fluoride can be a more toxic environment but is safe if done correctly. Suggested motion if Council chooses this option: Motion to direct City staff to begin the design and bidding process to complete a conversion to liquid fluoride.

Option 3 – Cease the addition of fluoride. The one requirement that EGLE has in halting this process is that we set a date to stop adding fluoride and inform the public of that date as soon as practical. Suggested motion if Council chooses this option: Motion to direct City staff to eliminate the addition of fluoride in the drinking water beginning on [insert date], and to prepare a news release to inform the public a minimum of 10 days prior.



Memorandum



To: Mayor Waligora and Municipal Council
From: Anna Soik, City Clerk/Treasurer/Finance Director *AS*
Date: December 06, 2022
Re: Guidelines for Poverty Exemption

At the December 5th meeting, the updated Council Policy Statement (CPS) No. 21 Guidelines for Poverty Exemption was approved on the consent agenda. Today, I forwarded it to Assessor, Allan Berg, and he informed me that it was incorrect. After discussion with City Manager Smolinski, it was decided that CPS No. 21 should be vacated as this is something that needs to be updated each year. We decided that it would be easiest to use the resolution as suggested by Assessor Berg. The attached resolution 2022-22 has been reviewed and approved by Assessor Berg.

Two motions will be needed to make the necessary changes:

1. Move to vacate Council Policy Statement No. 21, Guidelines for Poverty Exemption, effective December 31, 2022.
2. Move to adopt Resolution No. 2022-22 for 2023 Poverty Exemption.

Thank you kindly.

RESOLUTION 2022-22 FOR 2023 POVERTY EXEMPTION

WHEREAS, the adoption of guidelines for poverty exemptions is required of the City Council; and

WHEREAS, the principal residence of persons, who the Supervisor/Assessor and Board of Review determines by reason of poverty to be unable to contribute to the public charge, is eligible for exemption in whole or in part from taxation under Public Act 390 of 1994 (MCL 211.7u); and

WHEREAS, pursuant to PA 390 of 1994, the City of Alpena, Alpena County adopts the following guidelines for the Board of Review to implement. The guidelines shall include but not be limited to the specific income and asset levels of the claimant and all persons residing in the household, including any property tax credit returns, filed in the current or immediately preceding year;

To be eligible, a person shall do all the following on an annual basis:

- 1) Be an owner of and occupy as a principal residence the property for which an exemption is requested.
- 2) File a claim with the supervisor/assessor or Board of Review, accompanied by federal and state income tax returns for all persons residing in the principal residence, including any property tax credit returns filed in the immediately preceding year or in the current year.
- 3) File a claim reporting that the combined assets of all persons do not exceed the current guidelines. Assets include but are not limited to, real estate other than the principal residence, personal property, motor vehicles, recreational vehicles and equipment, certificates of deposit, savings accounts, checking accounts, stocks, bonds, life insurance, retirement funds, etc.
- 4) Produce a valid driver's license or other form of identification.
- 5) Produce, if requested, a deed, land contract, or other evidence of ownership of the property for which an exemption is requested.
- 6) Meet the federal poverty income guidelines as defined and determined annually by the United States Department of Health and Human Services or alternative guidelines adopted by the governing body providing the alternative guidelines do not provide eligibility requirements less than the federal guidelines.
- 7) The application for an exemption shall be filed after January 1, but one day prior to the last day of the Board of Review. The filing of this claim constitutes an appearance before the Board of Review for the purpose of preserving the right of appeal to the Michigan Tax Tribunal.

The following are the federal poverty income guidelines which are updated annually by the United States Department of Health and Human Services. The annual allowable income includes income for all persons residing in the principal residence.

Federal Poverty Guidelines for the 2023 Assessment Year

Number of Persons Residing Poverty Guidelines in the Principal Residence Annual allowable income

1 Person	\$13,590
2 Persons	\$18,310
3 Persons	\$23,030
4 Persons	\$27,750
5 Persons	\$32,470
6 Persons	\$37,190
7 Persons	\$41,910
8 Persons	\$46,630
Each additional person, add	\$4,720

RESOLUTION 2022-22 FOR 2023 POVERTY EXEMPTION - Continued

The following is a limit on the amount of assets an applicant can have:

- Limit on Cash Balances: \$2,500 (check/savings) in all bank accounts held by the family unit. All bank statements must be submitted with application.
- 1 personal vehicle is exempt from overall asset value limit
- Primary Residence is excluded, however, excess land over 5 acres will count toward overall asset limit.
- Annual dividend income (taxable & non-taxable) must be less than \$1,000
- Overall Asset Value Limit: \$20,000

The applicant shall complete an Asset Inventory including each of the following with estimated value:

1. Vehicles.
2. Recreational vehicles such as campers, motorhomes, boats, ATV, etc.
3. Jewelry, antiques, artworks.
4. Equipment and other personal property of value.
5. Bank accounts (aggregate value great than \$2,500), stocks.
6. Money received from the sale of personal property.
7. Withdrawals of bank deposits and borrowed money.
8. Gifts, loans, lump-sum inheritances, and one-time insurance payments.
9. Federal non-cash benefits from programs such as food stamps and school lunches.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Supervisor/Assessor and Board of Review shall follow the above stated policy and federal guidelines in granting or denying an exemption. As this policy and resolution do not establish specific guidelines for granting a 25% or 50% reduction in taxable value as allowed by MCL 211.7u, the Board of Review shall be limited to a 0% reduction (denial) or 100% reduction (approval).

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

Ayes:

Nays:

Absent:

Resolution declared _____.

I, Anna Soik, 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 on December 19, 2022.

Anna Soik
City Clerk