

**The Election Commission Will Hold a Brief Meeting at 5:50 p.m.**

**ALPENA CITY COUNCIL MEETING**

**City Hall**

**October 05, 2020 – 6:00 p.m.**

**AGENDA**

**This meeting will be held in person, however the login Information for virtual access is:**

**<https://www.gotomeet.me/CityofAlpena> or the Dial-In Number is**

**1 (646)749-3112. Access Code: 667-050-061.**

1. Call to Order.
2. Pledge of Allegiance.
3. Approval and Modification of the Agenda.
4. Approve Minutes –Regular Session of September 21, 2020.
5. Citizens Appearing Before Council on Agenda and Non-Agenda Items (Citizens Shall be Allowed a Maximum of Five (5) Minutes Each to Address Their Concerns. This is the Only Time During a Council Meeting that Citizens are Allowed to Address the Council).
6. Public Hearing.
7. Consent Agenda.
  - A. Bills to be Allowed, in the Amount of \$108,909.20.
  - B. Grant Agreement with the State of Michigan for 50% Cost-Share of a New Tabulator.
  - C. Amend the September 8, 2020 Council Minutes to Correct the Term of the DPW Contract.
8. Presentations.
9. Announcements.

Halloween Trick or Treat Hours are 5:30 p.m. – 7:30 p.m. on Saturday, October 31, 2020.
10. Mayoral Proclamation.
11. Report of Officers.

Costs and Voter Turnout of the August 4, 2020 Election.
12. Communications and Petitions.
13. Unfinished Business.
14. New Business.

Planning Commission Term Expirations.
15. Adjourn to Closed Session to Discuss Collective Bargaining Agreements and an Update Regarding Proposed Litigation with the Alpena Prototype Biorefinery.
16. Return to Open Session.

17. Adjourn.

Rachel R. Smolinski  
City Manager

## **COUNCIL PROCEEDINGS**

4.

**September 21, 2020**

The Municipal Council of the City of Alpena met in regular session in person and via teleconference on the above date and was called to order at 6:01 p.m. by the Mayor.

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

Absent: None.

### **PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was recited.

### **APPROVAL OF AGENDA**

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

Motion carried 5-0.

### **MINUTES**

The minutes of the regular and closed sessions of the September 8, 2020 meeting were approved as printed.

### **CONSENT AGENDA**

Moved by Councilmember Nowak, seconded by Mayor Pro Tem Johnson, that the following Consent Agenda items be approved:

1. Bills Allowed – in the Amount of \$435,694.30 be Allowed and the Mayor and City Clerk Authorized to Sign Warrant in Payment of Same.

Motion carried 5-0.

### **PROCLAMATION**

Mayor Waligora proclaimed October 2020 as Breast Cancer Awareness Month.

### **CONCRETE PAVEMENT RESTORATION BID 2020**

The following sealed bids were received on February 4, 2020 for the Concrete Pavement Restoration.

Hunt Bros. Concrete Contractors, Inc	Whittemore, MI
Woodward	\$64,957.00
Ford	\$54,128.50

Moved by Councilmember Nowak, seconded by Mayor Pro Tem Johnson, to award the bid to Hunt Bros Concrete Contractors, Inc. to reallocate preventative maintenance funds to Eleventh Avenue for cost not to exceed the budgeted amount of \$55,000.

Motion carried 5-0.

### **ELEVATOR SHAFT WATERPROOFING**

The following price quotes for Elevator Shaft Waterproofing at City Hall were received by Assistant Building Official, Mike Kieliszewski.

Basement Tech - \$7,860

Ram Construction - \$11,882

Moved by Mayor Pro Tem Johnson, seconded by Councilmember Mitchell, to award the elevator shaft waterproofing to Basement Tech in the amount of \$7,860.

Motion carried 5-0.

### **SCHINDLER ELEVATOR**

Moved by Mayor Pro Tem Johnson, seconded by Councilmember Mitchell, to authorize the expenditure of \$8,795 with Schindler Elevator to inspect the elevator shaft waterproofing.

Motion carried 5-0.

### **MEDICAL MARIHUANA APPLICATION APPEAL**

An appeal was made by Anthony Norman, the Attorney for the Medical Marihuana Applicants, Kevin and Bob Currier.

Moved by Mayor Pro Tem Johnson, seconded by Councilmember Mitchell, to award one point for section two of the Medical Marihuana Application.

Carried by vote as follows:

Ayes: Mayor Waligora, Mayor Pro Tem Johnson, Councilmembers Mitchell, and Hess.

Nays: Councilmember Nowak.

Moved by Mayor Pro Tem Johnson, seconded by Councilmember Hess, to award two points for the elimination of blight on site or existing property.

Motion carried 5-0.

### **ADJOURN**

On motion of Mayor Pro Tem Johnson, seconded by Councilmember Hess, the Municipal Council adjourned at 9:23 p.m.

Matthew Waligora  
Mayor

ATTEST:

Anna Soik  
City Clerk

## INVOICE REGISTER

Page: 1/2

EXP CHECK RUN DATES 10/06/2020 - 10/06/2020

UNJOURNALIZED

OPEN - CHECK TYPE: PAPER CHECK

7.A.

VENDOR	INVOICE #	DESCRIPTION	AMOUNT
AIRGAS USA LLC	9104655864	SUPPLIES - AMB DISP	31.26
AIRGAS USA LLC	9973277167	SUPPLIES - AMB DISP	18.60
AIRGAS USA LLC	9104936588	SUPPLIES - AMB DISP	48.15
ALPENA POWER COMPANY	100620	ELECTRIC	15,602.14
AMAZON CAPITAL SERVICES INC	1TD9-6HKC-4HKV	SUPPLIES - FIRE/EMS	27.11
AMAZON CAPITAL SERVICES INC	14Y1-WQH4-PCDF	SUPPLIES - IT	250.00
AMAZON CAPITAL SERVICES INC	1499-LWQY-RWDW	SUPPLIES - IT	38.05
AMAZON CAPITAL SERVICES INC	16KW-X3TF-YPMC	VEH MAINT - DPW	23.49
AMERICAN PAYROLL ASSOCIATION	335844 09/20	20-21 MEMBERSHIP DUES	258.00
ANNE GENTRY	093020	REIMB CELL PHONE EXP - DDA	180.00
BASEMENT TECH CONSTRUCTION LLC	1105	ELEVATOR SHAFT WATERPROOFING - CITY	7,860.00
BERG ASSESSING & CONSULTING INC	092820	ASSESSING CONTRACTED SVCS 10/20	7,083.00
BOUND TREE MEDICAL LLC	83753919	SUPPLIES - EMS DISP	187.20
BOUND TREE MEDICAL LLC	83770900	SUPPLIES - EMS DISP	1,228.66
BOUND TREE MEDICAL LLC	83770901	SUPPLIES - EMS DISP	115.98
CHARTER COMMUNICATIONS	5434 10/20	FAX LINE - PUBLIC SAFETY	39.99
CHARTER COMMUNICATIONS	0591 10/20	FAX LINE - CITY HALL	79.98
CITY OF ALPENA	214-002 0920	SEW/WATER - THOMPSON PK	305.65
CITY OF ALPENA	1016-001 0920	SEW/WATER - MARINA S	212.94
CITY OF ALPENA	1016-002 0920	SEW/WATER - MARINA N	1,235.61
CITY OF ALPENA	1017-001 0920	SEW/WATER - MARINA N	233.76
CITY OF ALPENA	1018-001 0920	SEW/WATER - BOAT HARBOR	168.06
CITY OF ALPENA	1019-001 0920	SEW/WATER - HARBOR DR	36.66
CITY OF ALPENA	1020-001 0920	SEW/WATER - FISH CLN STN	4,740.78
CITY OF ALPENA	1021-001 0920	SEW/WATER - BH RESTROOMS	522.36
CITY OF ALPENA	1027-001 0920	SEW/WATER - FLOATING DOCKS	1,137.72
CITY OF ALPENA	1028-001 0920	SEW/WATER - BANDSHELL	509.70
CITY OF ALPENA	4211-002 0920	SEW/WATER - CITY HALL	3,993.57
CITY OF ALPENA	4212-001 0920	SEW/WATER - SEWAGE	3,938.76
CITY OF ALPENA	8111-002 0920	SEW/WATER - STARLITE PROM	9,522.53
CITY OF ALPENA	9364-001 0920	SEW/WATER - BANDSHELL IRR	687.93
CITY OF ALPENA	4636-001 0920	SEW/WATER - DDA IRR	179.37
CITY OF ALPENA	10344-001 0920	SEW/WATER - DDA	36.66
DOG WASTE DEPOT	366772	SUPPLIES - PARKS	367.05
DONALD H GILMET	093020	MILEAGE 09/20	148.35
DOUGLAS ROZNOWSKI	091820	WORK APPAREL ALLOW - EQ	63.60
EAGLE SUPPLY CO	116064	SUPPLIES - FIRE/EMS	268.64
ELECTION SOURCE	20-54302	SUPPLIES - ELECTION	850.00
FAMILY ENTERPRISE EMBROIDERY	64386	UNIFORMS - PUBLIC WORKS	603.60
FASTENAL COMPANY	MIALP178068	SUPPLIES - PUBLIC WORKS	28.88
FASTENAL COMPANY	MIALP178141	VEH MAINT - DPW	9.34
FASTENAL COMPANY	MIALP178188	SUPPLIES - PUBLIC WORKS	61.93
GARANTS OFFICE SUPPLIES & PRINTING	70242	DOWNTOWN DOLLARS - DDA	675.00
HOME DEPOT CREDIT SERVICES	9625035	SUPPLIES - CITY HALL	85.54
HOME DEPOT CREDIT SERVICES	7974889	SUPPLIES - PUBLIC WORKS	59.47
HOME DEPOT CREDIT SERVICES	9102439	MAINT - NINTH AVE BRIDGE	29.98
INK AND TONER ALTERNATIVE	20-2965	SUPPLIES - IT	36.99
INK AND TONER ALTERNATIVE	20-2980	SUPPLIES - IT	259.90
JIBB LLC	9	PICNIC TABLES/BENCHES - DDA	2,400.00
JOHN BRODZIAK	092820	WORK APPAREL ALLOW - PW	42.92
LEFAVE PHARMACY INC	091720	SUPPLIES - EMS DISP	117.00
LINNESSA MELLBERG	092320	REIMB EYEGLASS DAMAGE - POLICE	50.00
MHR BILLING	3742	BILLING 08/20 - EMS	4,558.54
MICHAEL KIELISZEWSKI	092820	TRAVEL EXPENSE - BLDG	167.32
MICHIGAN CAT	PD11442330	VEH MAINT #57	625.20
MICHIGAN ELECTION RESOURCES	13420	ELECTION SUPP - CLERK/TREAS	230.00
MICHIGAN PIPE & VALVE	T009563	MAINT - WATER	3,771.00
OFFICE DEPOT	15812230	SUPPLIES - PUBLIC SAFETY	102.68
OVERHEAD DOOR CO OF ALPENA INC	59156	BLDG MAINT - FIRE/EMS	722.80
PITNEY BOWES INC	1016383839	POST METER RENT/MAINT	355.37
RESERVE ACCOUNT-PITNEY BOWES	092520	POSTAGE - MAIL MACHINE	3,000.00
RHOMAR INDUSTRIES INC	97711	VEH MAINT - DPW	690.72
RS TECHNICAL SERVICES INC	DB-1581	AMPEROMETRIC TITRATOR - WATER	5,998.94
SCHINDLER ELEVATOR CORPORATION	8105435443	ELEVATOR MAINT - CITY HALL	3,272.04
SPARTAN DISTRIBUTORS INC	11820183	VEH MAINT - DPW	716.29
STATE OF MICHIGAN	BLR446424	MAINT-PUBLIC SAFETY BLDG	120.00
STATE OF MICHIGAN	491-383316	QUALITY ASSURANCE ASSESSMENT PROG -	821.96
STRALEY LAMP & KRAENZLEIN PC	32288	MONTHLY FEE 07/20	3,225.00
STRYKER SALES CORP	3138869M	SUPPLIES - FIRE/EMS	492.49
SUPERIOR FABRICATING INC	15387	VEH MAINT #57	1,081.00
TARGET SOLUTIONS LEARNING	33187	TRAINING MATLS - EMS	1,342.60
TENURGY LLC	ALP-109	ELECTRIC RATE SAVINGS - WTR PLNT/LFT S	966.33

**INVOICE REGISTER**

Page: 2/2

EXP CHECK RUN DATES 10/06/2020 - 10/06/2020

UNJOURNALIZED

OPEN - CHECK TYPE: PAPER CHECK

VENDOR	INVOICE #	DESCRIPTION	AMOUNT
TETRA TECH INC	51635045	SECOND AVE BRIDGE INSP	8,800.00
THE BOAT HOUSE MARINE & STORAGE	B4969	VEH MAINT - FIRE	40.00
TIM CORN	093020	WORK APPAREL ALLOW - PW	64.00
TIME TO SHINE TOUCHLESS CARWASH	3860	VEH MAINT - POLICE	184.00
TONYA BROCK	AP20-2017C	AMBULANCE REFUND	200.00
TRUGREEN PROCESSING CENTER	129049226	MAINT - CEMETERY	39.95
VERIZON CONNECT NWF INC	2210547	VEHICLE TRACKING SVC 09/20 - EMS	32.38
WAL-MART	018786	SUPPLIES - FIRE/EMS	124.91
WEINKAUF PLUMBING & HEATING INC	10002	MAINT - CITY HALL	230.68
WILLIAM KING	AP20-1849C	AMBULANCE REFUND	87.70
WITMER PUBLIC SAFETY GROUP	E1989930	UNIFORMS - FIRE/EMS	153.44
		<b>Total:</b>	<b>108,909.20</b>

# Memorandum

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Date: September 28, 2020

To: Mayor Waligora and Municipal Council Members

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

Subject: Grant Agreement with State of Michigan

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On August 18<sup>th</sup> I ordered an additional tabulator for the City of Alpena to be able to conduct elections efficiently. With the additional tabulator, we can have two Absentee Voter Counting Boards (AVCB) which will help us process ballots quicker. To be able to take advantage of the 50% cost-share, we must enter into an agreement with the State of Michigan to be able to receive the funding. This is made possible with a grant from the CARES Act. I am asking for approval to sign the attached grant agreement with the State of Michigan.

**State of Michigan  
Michigan Department of State  
And  
Alpena County  
City of Alpena**

**Help America Vote Act (HAVA) CARES Act Grant Agreement  
Voting System Hardware, Firmware and Software  
RE: Master Contracts  
071B7700117 – Dominion Voting Systems, Inc.**

*This Grant Agreement is the mechanism by which Counties, Cities, and Townships apply to the State of Michigan to receive Federal HAVA CARES Act and State-appropriated partially funded voting systems, including optical scan tabulators, adjudication software, to be used in an absent voter counting board to prevent, prepare for, and respond to coronavirus for the 2020 Federal election cycle.*

**Definitions:**

"Contractor" means the voting system vendor selected by the county.

"County" means any county within the State of Michigan.

"Department" means the Michigan Department of State.

"Grantee" means the county or local jurisdiction entering into this *Grant Agreement*.

"Local Jurisdiction" means any city or township within the State of Michigan.

"Voting Systems" means optical scan tabulators, accessible voting devices (for use by voters with disabilities), and EMS software (as applicable) acquired by the counties and local jurisdictions statewide and partially funded by State-appropriated and Federal HAVA CARES Act funds.

**1. Period of Agreement**

The *Grant Agreement* process applies to voting system purchases occurring between January 20, 2020 and August 31, 2020.

**2. Program, Budget and Agreement**

This *Grant Agreement* is to establish a grant program to use State-appropriated and Federal HAVA CARES ACT funds to partially cover the costs of voting equipment needed to assist with the increase of voting by mail that is expected as a result of the coronavirus.

This grant program covers 50% of the cost of regular speed absentee voting tabulators and up to 50% of the cost up to \$30,000, whichever is less, for high speed tabulators and software necessary to operate high speed tabulators or to improve the efficiency of scanning ballots with



high speed tabulators. This agreement is for the purchase of one Standard speed tabulator at a total expense of \$5,390.00 of which the Department will pay \$2,695.00 to the contractor. 25% of the total purchase is made with Federal HAVA CARES ACT funding.

The Michigan Department of Technology, Management and Budget has entered into a Master Contract with each approved Contractor, which has established maximum statewide prices for each voting system component. The Department has established the available level of grant funding for each component of each Contractor's voting system. State-appropriated and Federal HAVA CARES Act funding provided via this *Grant Agreement* partially covers the purchase of the voting system, the software license fee for the EMS software for the full 10-year contract term, and the *initial* service and maintenance period for all components (which covers the acquisition year, plus 4 additional years). The Master Contract includes an *extended* service and maintenance period beyond the *initial* service and maintenance period, for an additional five-year period. Costs for the *extended* service and maintenance period and other additional costs, if any, are the sole responsibility of each individual county / local jurisdiction.

All Contractors will be required to enter into a "purchase agreement" with each local jurisdiction and county in those counties that have selected that Contractor. Typically, this document is the purchase agreement provided by the Contractor. The terms and conditions of the local purchase agreements shall not contradict the Master Contract. The terms of the Master Contract will supercede any conflicting terms in the local purchase agreements.

### **3. General**

The individual submitting the *Grant Agreement* must have the proper authority to do so, and must certify in Section 16 of this *Grant Agreement* that this authority has been granted. Examples of authority include, but are not limited to, a resolution from the Board of County Commissioners, City Council or Township Board authorizing the individual submitting the *Grant Agreement* to execute the *Grant Agreement* on behalf of the county, city or township.

### **4. Performance**

Each Grantee will certify and sign the *Grant Agreement* and forward it to the Department per the instructions provided. The Department will review and, once approved, will provide the Grantee with a copy of this fully-executed *Grant Agreement*, which will serve as Notice of the Grant Award. Each grantee will initiate equipment orders directly with the Contractor through a signed quote, and will provide the *Acceptance Certificate & Payment Authorization Form*, which must be submitted by the Grantee to the Department within 10 business days of voting system delivery. This form indicates acceptance of equipment and payment authorization.

The Grantee is responsible for overseeing its contractual agreement with the Contractor and is responsible for ensuring Contractor performance. Any subsequent malfunction or performance issue with the voting system must be addressed by the Grantee directly with the Contractor. The Grantee is responsible for maintaining any and all Contractor performance records. The Grantee has the sole responsibility to verify Contractor compliance with delivery dates, terms and conditions of delivery, and equipment verification and testing in accordance with the statewide Master Contract for the Grantee's selected Contractor. The Grantee will be solely responsible for additional costs incurred that are not covered by service, maintenance and warranty provisions in the Master Contract.

Grant funding is not provided for the purchase of additional ("backup") voting systems. The Grantee will be responsible for developing and implementing a backup strategy to ensure

continued operation on Election Day, in the event of voting system failure in any individual precinct.

**5. Testing, Acceptance and Payment**

1. Successful acceptance testing of the voting system shall be completed within 10 business days from the date of delivery.
2. Upon completion of all acceptance testing, the Grantee must complete the State-issued *Acceptance Certificate & Payment Authorization Form* and forward the completed form to the Department.
3. This form will indicate the date of delivery, successful completion of acceptance testing, and will provide authorization to the Department to release funds to the Contractor.
4. Payment to the Contractor shall be made in accordance with the Master Contract with the Grantee's selected Contractor.

**6. Ownership of Equipment and Software Purchases: Title**

Any voting system purchased pursuant to this *Grant Agreement* is the property of the Grantee.

**7. Optional Purchases**

If the Grantee desires to purchase additional items beyond those authorized in this *Grant Agreement*, it may do so at its sole expense, outside of this *Grant Agreement*. No State or HAVA funds will be available for such purchases. Prices established via the Master Contract are extended to counties and local jurisdictions by the Contractors for these purposes.

**8. Records Maintenance/Retention**

The Grantee will maintain a complete set of records and files related to the ordering, delivery, testing, maintenance and repairs of voting systems. The Grantee shall assure all the terms of this *Grant Agreement* are adhered to and that records and detailed documentation regarding this grant shall be maintained for a period of not less than six (6) years from the date of Contract termination, the date of submission of the final expenditure report or until any litigation and audit findings have been resolved, whichever is later.

**9. Management Requirements**

Grantee must maintain property records that include a description of the property; a serial number or other identification number; acquisition date; cost of the property; location, use and condition of the property; and any ultimate disposition data including the date of disposal and sale price of the property (if any). Grantee must also maintain records showing 50% (or \$30,000, whichever is less) Federal participation in the cost of the property.

Grantee must perform a physical inventory of the property and reconcile the results with the property records at least once every two years.

Grantee must develop a control system to ensure adequate safeguards to prevent loss, damage or theft of the property. Any loss, damage or theft shall be investigated by the Grantee and reported to the Department.

Grantee must develop adequate maintenance procedures to keep the property in good condition. Grantee agrees to maintain extended service and maintenance coverage for the voting system in years 6-10 of the Master Contract, after the expiration of the initial service and maintenance period. If the Grantee fails to maintain extended service and maintenance coverage for the full

Contract period, the Department may require Grantee to pay the Department the full amount of voting system grant funds paid to the vendor for the Grantee's county, city or township.

**10. Disposition.**

When the voting system acquired under this grant is no longer needed, the Department must be notified. Disposition of the equipment will be made as follows:

- Items of equipment with a current per-unit fair market value of less than \$5,000 may be retained, sold or otherwise disposed of with no further obligation to the Department.
- Disposition of EMS software must follow the terms of the Contractor's Software License Agreement.

**11. Authorized Access**

The Grantee will permit, upon reasonable notification and at reasonable times, access to all records regarding this *Grant Agreement* by the Department and other representatives duly authorized by State or Federal law.

**12. Mandatory Conditions**

**A. Statutory or Regulatory Requirements**

The Master contract for the Grantee's selected Contractor must be incorporated and made a part of the ensuing contract between the Grantee and the Contractor, as a condition for grant approval. The Grantee will comply with applicable Federal and State laws, guidelines, rules and regulations in carrying out the terms of this *Grant Agreement*.

**Laws**

This is a State of Michigan *Grant Agreement* and is governed by the laws of the State of Michigan. Any dispute arising as a result of this Agreement shall be resolved in the State of Michigan.

**Funding**

This *Grant Agreement* is subject to and contingent upon the availability and appropriation of Federal funds and any necessary State appropriation.

**Costs**

The State will not assume any responsibility or liability for costs incurred in relation to this grant.

**Cancellation**

The Department may cancel the *Grant Agreement* upon failure to comply with the terms of this grant.

**Entire Agreement**

The *Grant Agreement* shall represent the entire agreement between the State and Grantee and supercedes any prior oral or written agreements, and all other representations between the parties relating to this subject. The State reserves the right to require counties and local jurisdictions to attend required training sessions with regard to new equipment purchases made under HAVA.

**Adherence to Terms**

The failure of a party to insist upon strict adherence to any term of this *Grant Agreement* shall not be considered a waiver or deprive the party of the right thereafter to insist upon strict adherence to that term, or any other term of the *Grant Agreement*.

**B. Other**

Additional terms and conditions may be negotiated in the contract between the Grant Applicant and the Contractor as long as they do not conflict with the required terms and conditions of this *Grant Agreement* and Master Contract with the Grantee's selected Contractor.

**13. Administration of Agreement**

The Grant Manager on behalf of the Department for this *Grant Agreement* and the final *Grant Agreement* will be:

Jeremy Lange, Office of Financial Services  
Michigan Department of State  
430 W Allegan St., 4<sup>th</sup> Floor  
Lansing, MI 48933  
517.335.1952  
[LangeJ1@michigan.gov](mailto:LangeJ1@michigan.gov)

All questions, comments and correspondence regarding this grant process, the *Grant Agreement* and the final *Grant Agreement* must be submitted in writing to the Grant Manager.

**14. Completed Agreement**

In order to complete this *Grant Agreement*, it must be filled out in its entirety by completing all indicated fields\* below and must be signed by the individual authorized by the county or local jurisdiction to enter into this agreement. The signed grant must be scanned and submitted electronically to [langej1@michigan.gov](mailto:langej1@michigan.gov).

**15. Voting Systems Authorization**

**Note: Grant Applicant to fill in all fields indicated (\*) below:**

This *Grant Agreement* is between the Michigan Department of State and:

**Alpena County  
City of Alpena**

\*Grant Manager for County, City, or Township (point of contact for the State):

*Name	
*Title	
*Office Address	
*Office Phone	
*Office Email Address	

**16. Special Certification/Signature**

The following signatory certifies that the person signing is authorized to sign and enter into this *Grant Agreement*. Further, the signatory has reviewed and agrees to the conditions as outlined in this *Grant Agreement*, and has personally examined and is familiar with the information submitted here, as well as the requirements of the Help America Vote Act, under which this grant has been submitted.

**For the COUNTY OR LOCAL JURISDICTION:**

\*Name: \_\_\_\_\_

\*Title: \_\_\_\_\_ \*Date: \_\_\_\_\_

\_\_\_\_\_  
\*Signature

**For the STATE OF MICHIGAN, DEPARTMENT OF STATE:**  
Cindy Paradine, Director, Office of Financial Services

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

# Memorandum

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Date: October 1, 2020  
To: Mayor Waligora and Municipal Council Members  
From: Anna Soik, Clerk/Treasurer/Finance Director AS  
Subject: Amend September 8, 2020 Council Minutes

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The September 8, 2020 Council minutes contained an error that needs to be corrected. The motion for the approval of the DPW collective bargaining agreement should be for a term of three years and not two years. The correct motion should read: Moved by Mayor Pro Tem Johnson, seconded by Councilmember Hess, to ratify a collective bargaining agreement with Department of Public Works union employees for **three** years effective September 8, 2020. I apologize for the oversight.

## **COUNCIL PROCEEDINGS**

**September 8, 2020**

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

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

Absent: None.

### **PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was recited.

### **APPROVAL OF AGENDA**

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

Motion carried 5-0.

### **MINUTES**

The minutes of the regular and closed sessions of the August 17, 2020 meeting and special and closed sessions of the August 25, 2020 meeting were approved as printed.

### **CONSENT AGENDA**

Moved by Councilmember Nowak, seconded by Mayor Pro Tem Johnson, that the following Consent Agenda items be approved:

1. Bills Allowed – in the Amount of \$431,897.24 be Allowed and the Mayor and City Clerk Authorized to Sign Warrant in Payment of Same.
2. Budget Amendment Request to Decrease General Fund Balance for Capital Building Maintenance of \$17,000.
3. Council Reappointment of Karen Enterline and Boris Gerber to the Wildlife Sanctuary Board for a Three-Year Term Expiring on September 1, 2023.

Motion carried 5-0.

### **BROWNFIELD PLAN – 600 WALNUT STREET**

Moved by Councilmember Nowak, seconded by Mayor Pro Tem Johnson, to postpone a decision on the Brownfield Plan for 600 Walnut Street to the September 21, 2020 meeting.

Motion carried 5-0.

### **MICHIGAN DEPARTMENT OF HEALTH AND HUMAN SERVICES**

### **WATER ASSISTANCE PROGRAM**



Moved by Councilmember Nowak, seconded by Mayor Pro Tem Johnson, to enter in a data sharing agreement and participate in the Michigan Department of Health and Human Services Water Assistance program.

Motion carried 5-0.

**RECESS**

The Municipal Council recessed at 6:25 p.m.

**RECONVENE - CLOSED SESSION**

Moved by Councilmember Nowak, seconded by Mayor Pro Tem Johnson, to reconvene in closed session to discuss a collective bargaining agreement at 6:27 p.m.

Motion carried 5-0.

**RECONVENE – OPEN SESSION**

On motion of Mayor Pro Tem Johnson, seconded by Councilmember Mitchell, the Municipal Council reconvened in open session at 6:35 p.m.

**COLLECTIVE BARGAINING AGREEMENT**

Moved by Mayor Pro Tem Johnson, seconded by Councilmember Hess, to ratify a collective bargaining agreement with Department of Public Works union employees for two years effective September 8, 2020.

Motion carried 5-0.

**ADJOURN**

On motion of Councilmember Nowak, seconded by Mayor Pro Tem Johnson, the Municipal Council adjourned at 6:36 p.m.

Matthew Waligora  
Mayor

ATTEST:

Anna Soik  
City Clerk



# Memorandum



Date: September 28, 2020

To: Mayor Waligora and Municipal Council Members

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

Subject: Costs and Voter Turnout August 4, 2020 Election

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The costs for the August 4<sup>th</sup> Primary Election totaled \$12,275. About half of the total cost was to compensate the election workers. For this election, we do not get any reimbursement from the State of Michigan.

The City had 8,418 registered voters at the time of the election, which is an increase of 72 voters since the March election. The voter turnout was 36.5% which equals 3,076 votes cast. Of that total, 1,519 votes or 49% were absentee ballots.

Of the 3,076 voters, 1,767 were aged 60 and older, 442 were aged 51-59, 338 were aged 41-50, 303 were aged 31-40, 175, were aged 22-30, and 51 were aged 18-21. I find it interesting how the turnout increases as the age of the voter increases. The largest group of voters at 1,000 (32.5%) was once again comprised of females aged 60 and older.

At the time of this memo being written, we have already issued 2,134 absentee ballots which is about 25% of our total registered voters.

## Election Costs 08/04/20

GBS, Inc. (ballot printing/memory card)

Board of Canvassers (milage/wages)

Building costs:

Alpena News Ads

Certified mail costs

\$3,200.18
\$0.00
\$500.00
\$0.00
\$0.00

DPW Labor					
Regular Hrs	Hourly Rate	Total	OT Hrs	Hourly Rate	Total
0	\$15.78	\$0.00	0	\$0.00	\$0.00
32	\$18.30	\$585.60	1.5	\$27.45	\$41.18
0	\$18.94	\$0.00	3	\$28.41	\$85.23
32		\$585.60	4.5		\$126.41
					<b>\$712.01</b>

DPW Truck Expense			
Van #3	17.5	\$10.92	\$191.10
Truck #21	1.5	\$10.11	\$15.17
			<b>\$206.27</b>

Clerical Workers					
Saturday OT Hrs			Election Week OT Hrs		
5.5	\$	25.58	\$	26.10	\$0.00
8	\$	26.10	4.5	\$	26.10
6	\$	27.51		\$	27.51
8	\$	29.45	6.5	\$	29.45
8	\$	28.65		\$	28.65
8	\$	29.22	4.5	\$	29.22
43.5		\$1,213.11	15.5		\$440.37
Training Hrs					
0		26.10			\$0.00
0		29.45			\$0.00
0		29.22			0
0					\$0.00
					<b>\$1,653.48</b>

Election Workers Payroll w/Training Costs:

**\$6,002.85**

**Grand Total: \$12,274.78**

Not Included in this breakdown:

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

Total Registers Voters	8,418
Absent Voters	1,519
Voted at the Polls	1,557
Total Voted	3,076
Percentage Voted	37%

## VOTER TURNOUT BY GENDER AGE

08/04/2020 - STATE PRIMARY

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
<b>WARD PRECINCT : 00001</b>																					
Males	1300	308	23.69%	55	5	9.09%	193	24	12.44%	258	34	13.18%	240	40	16.67%	206	48	23.30%	348	157	45.11%
Females	1350	371	27.48%	43	9	20.93%	214	30	14.02%	235	38	16.17%	189	41	21.69%	241	73	30.29%	428	180	42.06%
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	2650	679	25.62%	98	14	14.29%	407	54	13.27%	493	72	14.60%	429	81	18.88%	447	121	27.07%	776	337	43.43%
<b>WARD PRECINCT : 00003</b>																					
Males	583	223	38.25%	25	4	16.00%	69	9	13.04%	83	19	22.89%	78	23	29.49%	68	25	36.76%	260	143	55.00%
Females	829	329	39.69%	26	8	30.77%	65	15	23.08%	89	22	24.72%	98	26	26.53%	112	44	39.29%	439	214	48.75%
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	1412	552	39.09%	51	12	23.53%	134	24	17.91%	172	41	23.84%	176	49	27.84%	180	69	38.33%	699	357	51.07%
<b>WARD PRECINCT : 00004</b>																					
Males	597	275	46.06%	23	6	26.09%	71	15	21.13%	86	23	26.74%	76	24	31.58%	81	37	45.68%	260	170	65.38%
Females	770	335	43.51%	23	5	21.74%	66	12	18.18%	91	31	34.07%	87	20	22.99%	117	43	36.75%	386	224	58.03%
No Gender	1	0	0.00%	0	0	0.00%	1	0	0.00%	0	0	0.00%	0	0	0.00%	0	0	0.00%	0	0	0.00%
All	1368	610	44.59%	46	11	23.91%	138	27	19.57%	177	54	30.51%	163	44	26.99%	198	80	40.40%	646	394	60.99%
<b>WARD PRECINCT : 00005</b>																					
Males	619	278	44.91%	22	5	22.73%	76	16	21.05%	94	37	39.36%	95	26	27.37%	92	34	36.96%	240	160	66.67%
Females	716	352	49.16%	24	3	12.50%	64	16	25.00%	88	29	32.95%	119	55	46.22%	104	39	37.50%	317	210	66.25%
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	1335	630	47.19%	46	8	17.39%	140	32	22.86%	182	66	36.26%	214	81	37.85%	196	73	37.24%	557	370	66.43%
<b>WARD PRECINCT : 00006</b>																					
Males	771	261	33.85%	30	1	3.33%	104	16	15.38%	161	33	20.50%	124	33	26.61%	115	41	35.65%	237	137	57.81%
Females	882	344	39.00%	27	5	18.52%	101	22	21.78%	141	37	26.24%	144	50	34.72%	145	58	40.00%	324	172	53.09%
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	1653	605	36.60%	57	6	10.53%	205	38	18.54%	302	70	23.18%	268	83	30.97%	260	99	38.08%	561	309	55.08%
<b>GRAND TOTALS:</b>																					
Males	3870	1345	34.75%	155	21	9.09%	513	80	15.59%	682	146	21.41%	613	146	23.82%	562	185	32.92%	1345	767	57.03%
Females	4547	1731	38.07%	143	30	20.93%	510	95	18.63%	644	157	24.38%	637	192	30.14%	719	257	35.74%	1894	1000	52.80%
No Gender	1	0	0.00%	0	0	0.00%	1	0	0.00%	0	0	0.00%	0	0	0.00%	0	0	0.00%	0	0	0.00%
All	8418	3076	36.54%	298	51	17.11%	1024	175	17.09%	1326	303	22.85%	1250	338	27.04%	1281	442	34.50%	3239	1767	54.55%



City Attorney's Office  
William A. Pfeiffer • City Attorney  
Nancy A. Ward • Asst. City Attorney

14.  
208 North First Avenue  
Alpena, MI 49707  
www.alpena.mi.us

### MEMORANDUM

TO: Mayor Waligora and members of City Council  
CC: Rachel Smolinski, City Manager  
FROM: William A. Pfeiffer, City Attorney *WAP*  
DATE: September 30, 2020  
SUBJECT: City Planning Commission

The Michigan Planning Enabling Act, Act 33 of 2008, allows a county, township, city or village to provide for the creation, organization, powers, and duties of local planning commissions. Specifically, MCL 125.3815 provides for planning commission membership. Paragraph (2) of said section allows a city, village, or township planning commission to consist of 5, 7, or 9 members. The City of Alpena currently has a 9 member planning commission. Section (2) further provides that members of a planning commission shall be appointed for 3 year terms. However of the members of the planning commission first appointed, a number shall be appointed to a 1 year or 2 years terms such that, as nearly as possible, the terms of 1/3 of all the planning commission members with expire each year.

The City of Alpena currently has six planning commission members whose term is set to expire November 1, 2020. The plan is to have three terms expire in 2021, three in 2022 and three in 2023. As appointments to the planning commission are made through the City, I propose that we reset the terms of the existing Planning Commission members so the rotation anticipated in the statute and the current ordinance can occur.

Attached to this memo is a list of the current planning commission members, the expiration of their current term and proposed term expiration dates. I hereby propose that City Council take a formal vote to adopt the proposal that three of the member's terms expire on November 1, 2021, three on November 1, 2022 and three on November 3, 2023. Accordingly the seats currently held by Clayton VanWagoner, Gretchen Kirschner and councilman Mitchell's vacant seat will now expire on November 1, 2021; the seats currently held by Paul Sabourin, Randy Boboltz and Matthew Wojda will now expire on November 1, 2022 and the seats held by Wayne Lewis, Steve Gilmore and Austin Blake will now expire on November 1, 2023.

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PC 2020

									Current	Proposed
Clayton	VanWagoner	2656 Werth Rd	Alpena	MI	49707	Planning Commission	3	02/03/14	11/01/20	11/01/21
Wayne	Lewis	900 S Third Ave	Alpena	MI	49707	Planning Commission	3	10/20/08	11/01/20	11/01/23
Gretchen	Kirschner	226 S. Fifth Ave	Alpena	MI	49707	Planning Commission	3	07/01/17	11/01/20	11/01/21
Paul	Sabourin	325 S Second Avenue	Alpena	MI	49707	Planning Commission	3	10/02/06	11/01/20	11/01/22
Steve	Gilmore	529 West Washington Apt 2	Alpena	MI	49707	Planning Commission	3	10/15/07	11/01/20	11/01/23
VACANT	Mitchell	221 W. Blair Street	Alpena	MI	49707	Planning Commission	3	01/19/15	11/01/19	Unexpired to 2021
Randy	Boboltz	168 Long Rapids Road	Alpena	MI	49707	Planning Commission	3	05/20/13	11/01/22	11/01/22
Matthew	Wojda	619 S Second Avenue	Alpena	MI	49707	Planning Commission	3	02/20/17	11/01/22	11/01/22
Blake	Austin	614 S Sixth Ave	Alpena	MI	49707	Planning Commission	3	02/06/17	11/01/20	11/01/23