



**CITY OF ALLEGAN
CITY COUNCIL PRE SESSION MEETING
Monday, August 26, 2019 6:00PM
City Council Chambers - 231 Trowbridge Street
Allegan, Michigan**

*****NO ACTION IS TAKEN DURING THE PRE SESSION*****

- 6:00 p.m. Call to Order
- 6:01 p.m. Public Comment Period
- 6:05 p.m. Discussion on Marijuana Ordinance
- 6:20 p.m. Discussion on Conversations regarding the Allegan City Dam
- 6:35 p.m. Discussion on City Hall Operating Hours
- 6:40 p.m. Discussion on Staffing at the Water Utilities Department
- 6:55 p.m. Adjourn to regular meeting to begin at 7:00 pm

MEMORANDUM

TO: Allegan City Council
FROM: Joel Dye, City Manager
RE: Discussion on Conversations regarding the Allegan City Dam
DATE: August 26, 2019

Summary

It is requested that City Council receive an update from the City Manager and the City Attorney on the recent conversations regarding the Allegan City Dam.

Over the past couple months, the City and larger Allegan Community has been having an ongoing community conversation about the Allegan City Dam. Through these conversations, there have been two presentations to the Allegan City Council and two community meetings; a third community meeting will occur on Wednesday August 28, 2019 at 6:00 PM. Also as part of this discussion, there has been a desire by some on the City Council as well as some people in the community to have the public vote on what to do with the Allegan City Dam. In regard to the idea of a public vote the City Attorney released a public memorandum outlining why City Council does not hold the authority to place this decision on the ballot; this public memorandum has been published on the City Website.

At your meeting on Monday August 26, 2019 the City Attorney will be present to answer any and all questions from the Council regarding his public memorandum and the City Manager will be present to answer any questions regarding the upcoming August 28, 2019 Community Meeting.

Recommendation

It is recommended that City Council receive an update from the City Manager and the City Attorney on the recent conversations regarding the Allegan City Dam.

MEMORANDUM

TO: Allegan City Council
FROM: Joel Dye, City Manager
RE: Discussion on City Hall Operating Hours
DATE: August 26, 2019

Summary

It is requested that City Council discuss changing the public operating hours for the Allegan City Hall from 8:30 am to 5:00 pm to 8:30 am to 4:30 pm, Monday thru Friday.

Over the past couple months we have noticed an increase in weekly hours by our cashiers at the front office desk. Specifically the increased hours are a result of the cashiers staying after 5:00 pm to balance their cash drawers. This extra time after 5:00 pm has resulted not only for the cashiers but also for the supervisory staff as we wait to lock up city hall. City Hall staff will still be expected to work until 5:00 pm each day; the only change is that the front doors and windows will be locked at 5:00 pm. We will be open to the public 8 hours day.

The drop box will still be available for people making deposits at City Hall after 4:30 pm.

This change will allow staff to accurately count down their drawers and at the same time ensure we are not going over budget as it relates to employee costs.

Recommendation

It is recommended that City Council discuss changing the public operating hours for the Allegan City Hall from 8:30 am to 5:00 pm to 8:30 am to 4:30 pm, Monday thru Friday.

MEMORANDUM

TO: Allegan City Council
FROM: Joel Dye, City Manager
RE: Discussion on Staffing at Water Utilities Department
DATE: August 26, 2019

Summary

It is requested that City Council discuss staffing at the Water Utilities Department.

Last year the City of Allegan Water Utilities Department was comprised of one (1) Director, three (3) Water Treatment Plant Operators, three (3) Water Resource Recovery Facility Operators, and three (3) Water Distribution and Sewer Collection Operators (3), one (1) Facility Manager.

When Sam Ellis retired from the DPW, Dave Sturgis (a Water Distribution and Sewer Collection Operator) transferred over to the DPW creating a vacancy in the Water Utilities Department. At that time I chose not to fill the position vacated by Dave Sturgis. This decision was made in light of the following reasons:

- There is a strong desire to have water utility staff cross trained where each of them can work seamlessly at the Water Treatment Plant, the Water Resource Recovery Facility as well with the Water Distribution and Sewer Collection System and I had a gut feeling that eight full time employees and one director should be able to adequately manage the system.
- I have been informed several times over that when the City constructed the Water Treatment Plant it was mentioned that the Water Treatment Plant can be operated with minimal staffing and that three full time employees may not be needed.

We have been working with less staff for approximately 2 ½ months. While one could argue things are moving along with reduced staffing, one could also argue we are putting off routine maintenance such valve turning on the water lines. And indeed, the Water Utilities Director and staff are quick to point out they are understaffed.

This puts the City Manager in a conundrum. In one ear I am being told from outside sources that we are staffed at the right level and in the other ear I'm being told we are understaffed by the employees who oversee and work in the department.

While a city manager has many skill sets, understanding the staffing level of a Reverse Osmosis Water Treatment Plant, a Water Resource Recovery Facility and miles of water distribution lines and sewer collection lines is not one of them. During these times, it

might be best to bring in an outside expert to look at current operations and staffing levels and make a formal recommendation on how to move forward.

In discussing this issue with Tony McGhee of Abonmarche and trusted City of Allegan advisor, he mentioned that several cities bring in a firm like F&V Operations to fully analyze the Water Utility Operations and make a recommendation on how to move forward. To that end Tony has secured the attached DRAFT quote from F&V Operations to provide this analysis. The cost for this analysis is approximately \$38,700.00.

The cost for this analysis is expensive. However the total annual cost for a new Water Utility employee is \$83,536 (wage and benefits) and if you extrapolate that cost over the next five years, that cost can top \$267,860. The cost for this analysis might be a good investment to ensure we don't overspend on staffing costs.

Recommendation

It is recommended that City Council discuss staffing at the Water Utilities Department.



CITY OF ALLEGAN
REGULAR CITY COUNCIL MEETING
Monday, August 26, 2019
City Council Chamber – 231 Trowbridge Street Allegan, MI 49010

6:00 PM Pre-Council Meeting

7:00 PM Council Meeting (Action to be taken by Council on the following agenda items)

Note: Please be courteous and turn cell phones off during the meeting.

1. **CALL TO ORDER**

2. **ROLL CALL (Excused Absences if Any)**

3. **PLEDGE OF ALLEGIANCE**

4. **MEETING PRAYER**

5. **APPROVAL OF MINUTES**

5A.1 – Approval of the Pre-session City Council Meeting Minutes for August 12, 2019.

5A.2 - Approval of the Regular Council Meeting Minutes for August 12, 2019.

6. **APPROVAL OF AGENDA**

6A.1 – Approval of the Regular Council Meeting Agenda for August 26, 2019.

7. **PUBLIC COMMENT FOR ITEMS NOT ON THE AGENDA**

8. **FIRST READING OF ORDINANCE**

8A.1 - First Reading and Scheduling of Public Hearing for September 23, 2019 on Zoning Ordinance 479 of Section 1707.33 Regarding Medical and Adult Marihuana Facilities

8A.2 - First Reading and Scheduling of Public Hearing for September 23, 2019 on Ordinance 480 of Chapter 31 Regarding the Regulation of Marihuana Businesses.

9. **SPECIAL PRESENTATIONS AND RECOGNITIONS BY THE MAYOR OR COUNCIL**

10. **PUBLIC HEARINGS & ADOPTION OF ORDINANCES**

10A.1 - Public Hearing and Adoption on Ordinance 478 regarding Mobile Food Vehicles in the City of Allegan.

10A.2 – Public Hearing on the Sale of 112 Locust Street to the Allegan County Community Foundation.

11. **UNFINISHED BUSINESS & TABLED ITEMS**

12. **WRITTEN PETITIONS & REPORTS FROM SPECIAL COMMITTEES**

13. **REPORTS FROM BOARDS, COMMISSIONS & CITY OFFICES**

13A. City Boards, Commissions and Area Agencies

13A.1 – Accept the Minutes for the Economic Development Corporation/Brownfield Redevelopment Authority Meeting on August 7, 2019.

13A.2 - Accept the Minutes for the Historic District Commission Meeting on August 8, 2019.

13A.3 - Accept the Minutes for the Downtown Development Authority Meeting on August 14, 2019.

13A.4 - Accept the Minutes for the Public Space Commission Meeting on August 14, 2019.

13A.5 - Accept the Minutes for the Planning Commission Meeting on August 19, 2019.

13B. Finance Department

13B.1 - Request to Approve Accounts Payable and Payroll for the Week Ending August 18, 2019.

13C. Police Department

13D. Public Utilities

13D.1 – Request to Approve a Purchase Order from Kennedy Industries in the amount of \$14,875 for 17 4G Modems.

13E. Public Works

13F. City Manager & City Clerk

13F.1 – Discussion regarding Mayor’s request to hold a Workshop to discuss only the Allegan City Dam.

13F.2 – Review of City Council Ethics Ordinance.

13F.3 – Request to Appoint Chris Tapper as the City Clerk for the City of Allegan.

14. BOARD APPOINTMENTS

14A.1 – Mayoral Appointments of Thomas Morton to the Planning Commission to a three year term set to expire on September 1, 2022.

15. COMMUNICATIONS FROM CITY MANAGER, COUNCIL & MAYOR

16. CLOSED SESSION

17. ADJOURNMENT

PLEASE NOTE

AUDIENCE PARTICIPATION:

In addition to addressing the Council during public hearings and under “Public Comment,” members of the audience may address the Council, on items listed under agenda numbers 8-13; please limit your comments to five minutes or less per item. Please step up to the Podium and state your name and address.

The proposed process for items listed under agenda numbers 8-13 above shall be as follows:

1. Announcement of the agenda item by the Mayor.

2. Verbal report provided by staff.
3. Mayor asks councilmembers if they have any questions for staff to clarify the staff report.
4. Mayor opens/closes the floor to receive public comment (if a public hearing is required or if the mayor determines public comments is warranted).
5. Motion is made by a council member and seconded by another council member.
6. Mayor then calls on councilmembers to discuss the motion, if councilmembers which to discuss.
7. Mayor calls for a vote on the item after discussion has occurred.

Allegan City
City Council Pre Session
Meeting Minutes
Allegan, MI 49010
August 12, 2019

1. CALL TO ORDER

Mayor McKenzie called the City Council Pre Session Meeting to order at 6:00PM.

2. PUBLIC COMMENT

John Watts – Spoke about the property of 223 Hubbard

Joan Simmons – Asked for an update on the Odor Study.

Bill Morgan – Concerned about the Dam.

Matt Adams – Congratulated on the New City Hall.

3. TRAINING ON NEW COUNCIL CHAMBERS

City Manager Dye went over the new technology and explained on how to use it.

4. REVIEW REGULAR CITY COUNCIL MEETING AGENDA

Council and staff discussed the report.

5. DISCUSSION ON 112 LOCUST STREET

- Sale of the building to Allegan County Community Foundation
- List of Surplus Properties

Staff and Council discussed to move forward and vote during the Regular City Council Meeting.

6. DISCUSSION ON UPCOMING DOWNTOWN STUDIES

- MEDC Funded Retail Market Analysis
- MEDC Funded Pre Development Costs for 101 Brady Street

Staff and Council discussed and the Gibbs Planning Group will be the Market Analysis.

7. ADJOURNMENT

Mayor McKenzie adjourned the meeting at 6:42PM.

Minutes respectfully submitted by,



Danielle Bird
City Clerk

Allegan City
Council Minutes
Allegan, MI
49010
August 12, 2019

1. CALL TO ORDER

Mayor McKenzie called the regular Allegan City Council Meeting to order at 7:00PM.

2. ROLL CALL

Present: Andrus, Ingalsbee, Tripp, Manning, Mayor McKenzie

Absent: Morgan, Perrigo

Motion by Andrus, supported by Ingalsbee to excuse Council Member Perrigo from the Regular City Council Meeting on August 12, 2019. Motion Passed 5-0.

Motion by Andrus, supported by Ingalsbee to excuse Morgan from the Regular City Council Meeting on August 12, 2019. Motion Passed 4-1 with Manning voting No.

Others Present: City Manager Joel Dye, City Clerk Danielle Bird, Community Development Coordinator Jordan Meagher, Promotions Coordinator Parker Johnson, Assistant Promotions Coordinator Tammy Gorby, Public Works Director Aaron Haskin, Chief Gibson, Officer Gorby, City Intern Sara Perrigo

3. PLEDGE OF ALLEGIANCE

The audience joined the City Council in the Pledge of the Allegiance.

4. MEETING PRAYER

Kathy Nealand of 1st Presbyterian Church

5. APPROVAL OF MINUTES

5A.1 – Approval of the Pre-session City Council Meeting Minutes for July 22, 2019.

Motion by Andrus, supported by Perrigo, to approve the Pre-Session City Council Minutes for July 22, 2019 with the following amendment under Public Comment that Jason Watts spoke and not John Watts. Motion Passed 5-0.

5A.2 - Approval of the Regular Council Meeting Minutes for July 22, 2019.

Motion by Andrus, supported by Tripp, to approve the Regular Council Meeting Minutes for July 8, 2019 with the following amendments under 13F.1 motion made by Council Member Morgan and under 15A.1 Staff Comments ACP took out the liquor licenses for July. Motion Passed 5-0.

6. APPROVAL OF AGENDA

6A.1 – Approval of the Regular Council Meeting Agenda for August 12, 2019.

Motion by Ingalsbee, supported by Andrus, to approve the Regular Council Agenda for July 22, 2019, with the amendment to 14A.1 to remove Thomas Morton from the Mayoral Appointment to the Planning Commission. Motion Passed 5-0.

7. PUBLIC COMMENT FOR ITEMS NOT ON THE AGENDA

None

8. FIRST READING OF ORDINANCE

8A.1 - First Reading and Scheduling of Public Hearing for August 26, 2019 for Ordinance 478 regarding Mobile Food Vehicles in the City of Allegan.

Sara Perrigo, City Intern presented the Ordinance 478 regarding Mobile food vehicles in the City of Allegan.

Motion by Andrus, supported by Ingalsbee to Scheduling of Public Hearing for August 26, 2019 for Ordinance 478 regarding Mobile Food Vehicles in the City of Allegan. Motion passed 5-0.

9. SPECIAL PRESENTATIONS AND RECOGNITIONS BY THE MAYOR OR COUNCIL

9A.1 – Commendation for Allegan City Police Officer Tyler Gorby.

Chief Gibson recognized Officer Gorby and Deputy Kacos for their lifesaving decision on August 5, 2019.

10. PUBLIC HEARING & ADOPTION OF ORDINANCES

11. UNFINISHED BUSINESS & TABLED ITEMS

12. WRITTEN PETITIONS & REPORTS FROM SPECIAL COMMITTEES

13. REPORTS FROM BOARDS, COMMISSION & CITY OFFICES

13A. City Boards, Commissions and Area Agencies

13A.1 – Accept the Minutes for the Airport Advisory Board Meeting on August 5, 2019.

Council Member Andrus gave an update for the Airport Advisory Board Meeting on August 5, 2019.

13B. Finance Department

13B.1 - Request to Approve Accounts Payable and Payroll for the Week Ending August 4, 2019.

Motion by Tripp, supported by Ingalsbee to approve Accounts Payable and Payroll for the Week Ending August 4, 2019. Motion Passed 5-0.

13C. Police Department

13C.1 – Request to Approve Purchase of Four In-Car Cameras, with a five year warranty and installation charges for the Allegan Police Department in the amount of \$24,896.

Chief Gibson explained the purchase and that it will require a partial budget adjustment of \$7100.00 and the remaining amount will come from the forfeiture fund.

Motion by Manning, supported by Ingalsbee to approve the purchase of the four in-care cameras, with a five year warranty and installation charges for the Allegan Police Department in the amount of \$24,896.00. This will require a partial budget adjustment of \$7100.00 and the remaining amount will come from the forfeiture fund. Motion Passed 5-0.

13D. Public Utilities

13E. Public Works

13F. City Manager & City Clerk

13F.1 – Update and Recommendation on Next Steps Regarding the Allegan City Dam

City Manager Dye explained how he would like to have another Community Meeting on August 28th to discuss the pros/cons on the different options.

Mayor McKenzie inquired why so far out with the meeting. Dye explained with other meetings, this was the first option.

Motion by Ingalsbee, supported by Tripp with a Roll Call Vote that the issue of removal, partial removal, or non-removal of the dam be put on the March 2020 primary Ballot for the people to decide that we also as the 1st of several meetings to fully discuss the pros and cons of this important issue set for the 28th as amended.

Roll Call: Andrus – No; Ingalsbee – Yes; Tripp – Yes; McKenzie – No; Manning – Yes. Councilmember's Perrigo and Morgan were absent.

City Manager Dye stated he would call the City's Attorney to discuss this motion.

13F.2 – Schedule a Public Hearing for August 26, 2019 for the Sale of Real Property 112 Locust Street.

Motion by Manning, supported by Tripp to schedule a Public Hearing for August 26, 2019 for the Sale of Real Property 112 Locust Street. Motion Passed 5-0.

13F.3 – Request to declare several items from 112 Locust Street as surplus items and to direct City Staff to donate and sell the items.

Motion by Ingalsbee, supported by Andrus to declare several items listed in the Council packet from 112 Locust Street as surplus items and to direct City Staff to donate and sell the items. Motion Passed 5-0.

13F.4 – Request to Approve a Budget Amendment and Purchase Order for Demolition and Abatement Services for 200 Fourth Street and 413 Russell Street

Motion by Ingalsbee, supported by Tripp to approve the budget amendment and purchase order for demolition and abatement services for 200 Fourth St. and 413 Russell St. Motion Passed 5-0.

13F.5 – Request to Approve a 15 Minute Parking Limitation on the Seven Parking Spaces directly in front of 221 and 231 Trowbridge Street.

Motion by Tripp, supported by Andrus to approve a 15 Minute Parking Limitation on the Seven Parking Spaces directly in front of 221 and 231 Trowbridge and to prohibit parking in front of the Garage on Chestnut. Motion Passed 5-0

14. BOARD APPOINTMENTS

14.A.1 – Mayoral Appointments of Brad Burke and ~~Thomas Morton~~ to the Planning Commission to a three year term set to expire on August 1, 2022.

Mayor McKenzie appointed Brad Burke to the Planning Commission to a three year term to expire on August 1, 2022.

14.A.2 – Mayoral Request to appoint Brad Burke to the Historic District Commission and the Zoning Board of Appeals for a three year term set to expire on August 1, 2022.

Motion by Tripp, supported by Manning to appoint Brad Burke to the Historic District Commission and the Zoning Board of Appeals for a three year term to expire on August 1, 2022. Motion Passed 5-0.

15. COMMUNICATIONS FROM CITY MANAGER, COUNCIL & MAYOR

15A.1 – Comments from City Manager, Council and Mayor.

Promotions Coordinator Parker Johnson – Nothing

Community Development Coordinator Jordan Meagher – Nothing

City Clerk Bird – Nothing

City Manager Dye – Nothing

Council Member Manning – Happy to see the cameras approved for the Police Department it protects the Officers. The Public parking out front is a no brainer.

Mayor Pro tem Tripp – Rollin on the River has been very successful.

Council Member Ingalsbee – Echo what Mike said on giving the Police Department what they need.

Council Member Andrus – It has been a year since she has been appointed. We have achieved a lot. We all have different opinions and have major things to discuss.

Mayor McKenzie – Nothing

16. CLOSED SESSION

17. ADJOURNMENT

Mayor McKenzie adjourned the meeting at 7:48PM.

Minutes respectfully submitted by,



Danielle Bird
City Clerk

MEMORANDUM

TO: Allegan City Council
FROM: Jordan Meagher, Community Development Coordinator, on Behalf of the City of Allegan Planning Commission
RE: First Reading for Zoning Ordinance 479 of Section 1707.33 Regarding Medical and Adult Marihuana Facilities
DATE: August 20, 2019

Summary

It is recommended that the Allegan City Council accept for first reading and schedule a public hearing for the addition of Sec. 1707.33 to the City's Zoning Ordinance regarding medical and adult marihuana facilities.

Background

On Tuesday November 6, 2018 the voters in the State of Michigan voted to legalize recreational marihuana with 57% approval, and in the City of Allegan, the proposal passed with 58% approval. Since this proposal passed state wide, the City was asked to make a decision as to whether the City should opt in and allow marijuana establishments or if the City should opt out and not allow marihuana establishments.

The term "marihuana establishments" encompass eight types of businesses and two other licenses.

1. Growers – Grow and package marijuana for sale to processors or provisioning centers.
2. Processors – Extract resin from marijuana or create marijuana-infused products to sale to provisioning centers.
3. Provisioning centers – Sell marijuana to patients or caregivers.
4. Secure transporters – Store and transport marijuana between facilities.
5. Safety compliance facilities – Test marijuana for contaminants and proper chemical levels.
6. Marihuana retailer - Sells or otherwise transfers marijuana to marihuana establishments or to individuals over 21.
7. Marihuana microbusiness – Cultivates up to 150 plants, processes marijuana from those plants, and sells or transfers it to individuals over 21 or to safety compliance facilities.
8. Temporary Marihuana Event - this license allows a Marijuana Event Organizer to run an event – which has been approved by the local municipality – where the onsite sale or consumption of marijuana products, or both, are authorized at a specific location for a limited time. Licensed Retailers and Microbusinesses may participate. The Marijuana Event Organizer is required to hire security and ensure that all rules and requirements for onsite consumption of marijuana products are followed.

9. Designated Consumption Establishment - Allows the license holder, with local approval, to operate a commercial space that is licensed by the MRA and authorized to permit adults 21 years of age and older to consume marijuana and marijuana products on premises. A Designated Consumption Establishment license does not allow for sales or distribution of marijuana or marijuana product, unless the license holder also possesses a Retailer or Microbusiness license.
10. Excess Marijuana Grower – Allows a licensee who already holds five adult-use Class C Grower licenses to expand their allowable marijuana plant count. At their July 15, 2019 meeting, the Allegan Planning Commission had opened a public hearing to discuss the proposed City of Allegan Marijuana Zoning Ordinance. Prior to the opening of the public hearing, staff presented a report that defined each of the new marijuana licensing types that were introduced by the State’s Licensing and Regulatory Agency (LARA) in early July. These new licensing types included the following:

At their January 28th meeting, the Allegan City Council passed ordinance 475, which established the City’s position to opt out. City Council then directed the Planning Commission to begin studying the City’s options for authorizing and regulating marijuana establishments under the new law, which includes holding at least one public hearing to seek public input, and then preparing and submitting a report to City Council by December 1, 2019 with a recommendation on how the city should proceed with this issue. Ordinance 475 has afforded the city the opportunity to make sure it has a good understanding and solid foundation on how it wants to proceed while at the same time ensuring that no marijuana establishment can open within the City of Allegan, in case the State of Michigan gets the licensing portion of the of the program up and running prior to the City of Allegan making a formal decision.

Following the January 28th meeting, the Planning Commission and staff had begun studying a series of reports regarding recreational marijuana and their effects on communities. These reports are regarded as the most peer reviewed reports to date. Reports studied by the Planning Commission and staff included:

- 2017 Colorado State University- Pueblo County Cannabis Impact Study
- 2017 High Intensity Drug Trafficking Area Legalization of Marijuana in Colorado- The Impact
- 2018 Colorado Department of Public Safety- Impacts of Marijuana Legalization in Colorado
- 2018 High Intensity Drug Trafficking Area Legalization of Marijuana in Colorado- Updated Study
- 2018 Kansas City Federal Reserve- The Economic Effects of the Marijuana Industry in Colorado

As directed by Council, the Planning Commission also held two public hearings to engage the Allegan community on the prospective of allowing medical and recreational marijuana businesses to become established within the city limits. These public hearings were held on March 18, 2019 and July 15, 2019. The Planning Commission voted to go into recess during the July 15, 2019 public hearing, so the public hearing resumed at their most recent meeting on August 19, 2019. Over the course of these three meetings, the Planning Commission received a combined total of 49 comments from the public.

Based on the discussions that were held over the past 8 months during each respective Planning Commission meeting, staff has worked diligently to develop an ordinance regarding the establishment and regulation of both medical and adult marihuana facilities in the City of Allegan that reflects the directive of the Planning Commission. This proposed zoning ordinance addition was carried by the Planning Commission for review and a first reading by Council by a unanimous 8-0 vote, with Commissioner Jason Watts providing the motion and Mayor/Commissioner Rachel McKenzie providing the support.

Attached is the most up-to-date version of the proposed ordinance, along with a copy of Ordinance 475 which allowed the City to opt out of the Michigan Regulation and Taxation of Marihuana Act (MRTMA).

Recommend

It is recommended that the Allegan City Council, by recommendation of the Planning Commission, hold for first reading Zoning Ordinance 479 addition Section 1707.33 regarding the establishment of medical and adult marihuana facilities, and schedule a public hearing to take place at their following meeting on September 30, 2019.

CITY OF ALLEGAN
ALLEGAN COUNTY, MICHIGAN

ORDINANCE NO. 479

AN ORDINANCE TO ADD A NEW SECTION 1707.33 TO ARTICLE XVII OF THE ALLEGAN CITY ZONING ORDINANCE, AND TO AMEND THE USE TABLE IN SECTION 402.01, TO REGULATE MARIJUANA BUSINESSES AS SPECIAL USES IN VARIOUS ZONING DISTRICTS AND TO PROVIDE PENALTIES FOR VIOLATIONS

The City of Allegan Ordains:

Section 1. Addition. A new Section 1707.33 is added to Article XVII of the Allegan City Zoning Ordinance to read as follows:

Sec. 1707.33. Marijuana Businesses.

A. *Definitions*. The following words and phrases have the meanings ascribed to them below when used in this section unless the context clearly indicates otherwise:

1. *Co-located marijuana business* means a marijuana business with 2 or more types of state operating licenses operating within a single location.
2. *Designated consumption establishment* means a business licensed as a designated consumption facility under the MRTMA.
3. *Excess marijuana grower* means a business licensed as an excess marijuana grower under the MRTMA.
4. *Grower* means a business licensed as a grower under either the MMMFLA, the MRTMA, or both.
5. *LARA* means the department of licensing and regulatory affairs and any successor agency to the department.
6. *Marijuana* means, depending on the context, the same thing as “marihuana” as defined in the MMMFLA, the MRTMA, or both.
7. *Marijuana business* is a land use involving one or more licenses issued under the MMMFLA, the MRTMA, or both.
8. *Microbusiness* means a business licensed as a marijuana microbusiness under the MRTMA.
9. *MMMA* means the Michigan medical marihuana act, 2008 IL 1, as amended MCL 333.26424 *et seq.*
10. *MMMFLA* means the Michigan medical marihuana facilities licensing act, 2016 PA 281, as amended, MCL 333.27102 *et seq.*
11. *MRTMA* means the Michigan regulation and taxation of marihuana act, 2018 IL 1, as amended MCL 333.27951 *et seq.*
12. *Processor* means a business licensed as a processor under either the MMMFLA, the MRTMA, or both.
13. *Provisioning center* means a business licensed as a provisioning center under the MMMFLA. A noncommercial location used by a primary caregiver to assist a qualifying patient

- connected to the caregiver through LARA's marijuana registration process in accordance with the MMMA is not a provisioning center for purposes of this section.
14. *Retailer* means a business licensed as a retailer under the MRTMA.
 15. *Safety compliance business* means a business licensed as a safety compliance facility under the MMMFLA, the MRTMA, or both.
 16. *Secure transporter* means a business licensed as a secured transporter under the MMMFLA, the MRTMA, or both.
 17. *Stacked grower licenses* means two or more grower licenses issued to a single person under the MMMFLA or MRTMA.
 18. *State operating license or license* means a license that is issued under the MMMFLA or MRTMA or any rule promulgated pursuant to either statute.
 19. *Temporary marijuana event* means an event where the onsite sale or consumption of marijuana products, or both, are authorized at the location indicated on a state operating license issued under the MRTMA during the specified dates.
- B. *Regulations and Conditions.* Marijuana businesses are permitted as special uses in the zoning districts indicated in the Table of Uses in Section 402.01, subject to the following regulations and conditions:
1. Marijuana businesses must comply with the MMMFLA, the MRTMA, and any applicable rules promulgated under either statute.
 2. Co-located marijuana businesses and stacked grower licenses may be permitted, subject to the regulations in this section, the Table of Uses in Section 402.01, and any applicable rules promulgated by LARA.
 3. No marijuana business may operate without first obtaining final authorization for each state operating license from the city clerk pursuant to Chapter 31 of the City Code.
 4. Marijuana businesses (including both the building and surrounding site) shall be sufficiently designed in a manner to minimize light spillage, odor, and noise (including noise associated with truck traffic or other machinery), affecting adjacent properties.
 5. Special use applicants must provide a plan for the storage and disposal of marijuana or chemicals associated with marijuana cultivation, so as to minimize the risk of theft or harm resulting from chemical exposure. At no time should byproducts be deposited into the ground.
 6. No marijuana may be stored overnight outside of an enclosed building. By way of example and without limitation, it is unlawful to store marijuana overnight in an outdoor waste bin.
 7. The outdoor storage of trash or rubbish shall be appropriately screened.
 8. Signage for marijuana businesses will be approved pursuant to the generally applicable procedures and standards provided in Chapter 23 of the City Code, with the additional restriction that signage may not depict marijuana, marijuana-infused products, or marijuana-related paraphernalia.
 9. The cultivation and processing of marijuana must be conducted in a manner that minimizes adverse impacts on the public sanitary sewer and natural environment. The applicant shall submit, for review and comment, all pertinent information relating to the applicant's proposed sewer discharges to the City sanitary sewer and any other proposed methods of byproduct disposal or reuse.
 10. Marijuana businesses must control and eliminate odor as follows:

- a. The building must be equipped with an activated air scrubbing and carbon filtration system for odor control to ensure that air leaving the building through an exhaust vent first passes through an activated carbon filter and air scrubbing system.
 - b. The filtration system must consist of one or more fans, activated carbon filters and be capable of scrubbing the air prior to leaving any building. At a minimum, the fan(s) must be sized for cubic feet per minute (CFM) equivalent to the volume of the building (length multiplied by width multiplied by height) divided by three. The filter(s) shall be rated for the applicable CFM.
 - c. The air scrubbing and filtration system must be maintained in working order and must be in use at all times. The filters must be changed per manufacturers' recommendation to ensure optimal performance.
 - d. Negative air pressure must be maintained inside the building.
 - e. Doors and windows must remain closed, except for the minimum time length needed to allow people to ingress or egress the building.
 - f. An alternative odor control system is permitted if the special use applicant submits a report by a mechanical engineer licensed in the state of Michigan sufficiently demonstrating that the alternative system will eliminate odor as well or better than the air scrubbing and carbon filtration system otherwise required.
11. For growers and excess growers:
- a. Cultivation must occur within an enclosed building with exterior facades (not including windows) consisting of opaque materials typical of an industrial or commercial building. Windows shall be arranged in such a way that marijuana plants are not visible from the exterior of the building.
 - b. The roof of the building may be constructed of a rigid transparent or translucent material designed to let in light, such as glass or rigid polycarbonate or fiberglass panels. Films or other non-rigid materials cannot be used to construct any component of the building's exterior structure.
12. For provisioning centers, retailers, microbusinesses, and designated consumption facilities:
- a. Provisioning centers, retailers, and microbusinesses may not be open to customers between the hours of 9:00 p.m. and 9:00 a.m.
 - b. Designated consumption establishment may not be open to customers between the hours of 2:00 a.m. and 9:00 a.m.
 - c. Provisioning centers, retailers, microbusinesses, and designated consumption facilities may not receive deliveries between the hours of 8:00 p.m. and 7:00 a.m.
 - d. The exterior appearance of a provisioning center, retailer, or microbusiness must be compatible with surrounding businesses with respect to façade type, ground floor opacity, size and placement of signage, site layout, etc.
 - e. The interior of the building must be arranged in a way such that neither marijuana, marijuana-infused products, nor paraphernalia are visible from the exterior of the building.
 - f. The lot on which any provisioning center, retailer, microbusiness, or designated consumption establishment is located must be at least 500 feet from a lot containing a public or private school providing education in kindergarten or any grade 1 through 12. The 500-foot buffer shall be computed by measuring a straight line from the nearest property line on the lot used as a K-12 school to the nearest property line of the lot used

as a provisioning center, retailer, or microbusiness. This buffering requirement modifies and supersedes the default requirements in Section 9 of the MRTMA.

- C. *Temporary marijuana events.* Temporary marijuana events are permitted in the City subject to event approval by the City Council in accordance with the standards in Chapter 31 of the City Code. Special use review by the Planning Commission is not required.
- D. *Penalties* Notwithstanding any other provision to the contrary, penalties for violations of this section shall be as follows:
 1. If at any time an authorized marijuana business violates this section, any condition imposed through a special use permit, or any other applicable city ordinance, the City Council may request that LARA revoke or refrain from renewing the business’s state operating license. Additionally, the special use permit may be revoked pursuant to the generally applicable process provided in this zoning ordinance.
 2. It is unlawful to disobey, neglect, or refuse to comply with any provision of this section or any condition of a special use permit issued pursuant to this section. A violation is a municipal civil infraction subject to a fine of \$500.
 3. The foregoing sanctions are in addition to the city’s right to seek other appropriate and proper remedies, including actions in law or equity.

Section 2. Addition. The Table of Uses in Section 402.01 of the Allegan City Zoning Ordinance is amended to add the following use regulations for marijuana businesses:

	P = Permitted by Right S – Special Use * - See standards in Article XVII	R-1 Single Family Residential District – Low Density	R-2 Single Family Residential District – Med Density	R-3 Multiple Family Dwelling District	R-4 Mobile Home Residential District	PGL Public/Governmental Lands District	C-1 Central Business District	C-2 General Commercial District	C-3 Restricted Commercial District	M-1 Manufacturing District
*	Marijuana Designated Consumption Establishment (Adult Use)						S			
*	Marijuana Growers, Excess Growers, Processors, Secure Transporters, or Safety Compliance Facilities (Medical and Adult Use)									S
*	Marijuana Provisioning Center (Medical)						S	S		
*	Marijuana Retailer (Adult Use)						S	S		
*	Marijuana Microbusiness (Adult Use)						S	S		S
*	Temporary Marijuana Event	Permitted subject to event approval by City Council.								

Section 3. Effective Date. This ordinance shall become effective 20 days after its adoption or upon its publication, whichever occurs later.

YEAS: _____
 NAYS: _____

ABSTAIN: _____
ABSENT: _____

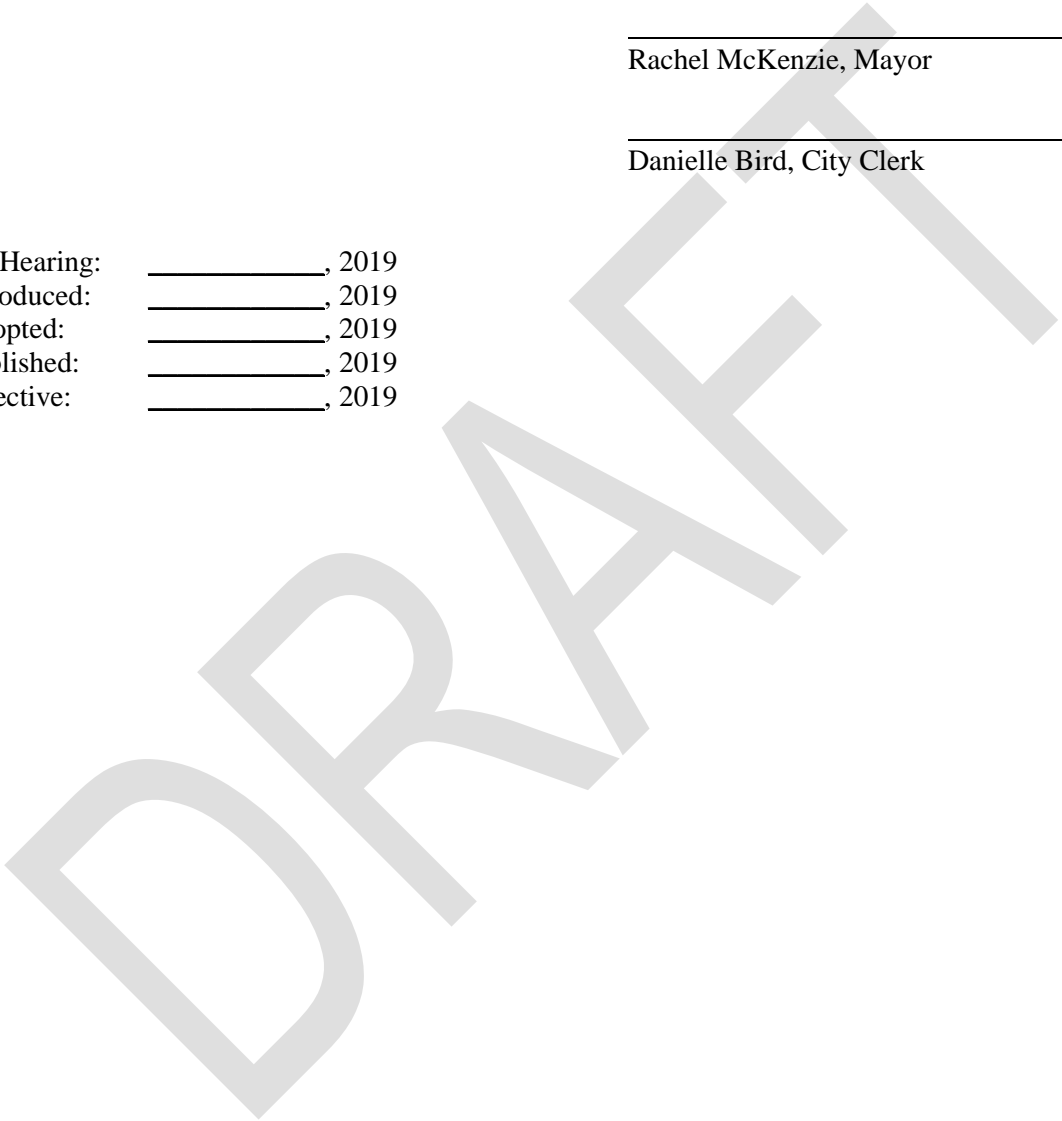
CERTIFICATION

As the duly appointed city clerk of the City of Allegan, Allegan County, Michigan, I certify this is a true and complete copy of an ordinance adopted by the Allegan City Council at its meeting of _____, 2019.

Rachel McKenzie, Mayor

Danielle Bird, City Clerk

PC Hearing: _____, 2019
Introduced: _____, 2019
Adopted: _____, 2019
Published: _____, 2019
Effective: _____, 2019



**CITY OF ALLEGAN
ALLEGAN COUNTY, MICHIGAN**

ORDINANCE NO. 475

**AN ORDINANCE TO ADD A NEW CHAPTER 31 TO THE ALLEGAN
CITY CODE OF ORDINANCES TO PROHIBIT MARIHUANA
ESTABLISHMENTS AND TO DIRECT THE PLANNING COMMISSION
TO STUDY FUTURE OPTIONS**

The City of Allegan ordains:

Section 1. Addition. A new Chapter 31, entitled “Marihuana Establishments,” is hereby added to the Allegan City Code of Ordinances to read as follows:

**Chapter 31
Marihuana Establishments**

Sec. 31-1. Title.

This chapter shall be known as and may be cited as the City of Allegan Marihuana Establishments Ordinance.

Sec. 31-2. Definitions.

Words used in this chapter shall have the same meanings as in Initiated Law 1 of 2018, also known as the Michigan Regulation and Taxation of Marihuana Act, unless the context clearly indicates otherwise. The remainder of this chapter refers to Initiated Law 1 of 2018 as the MRTMA.

Sec. 31-3. Marihuana establishments prohibited.

Marihuana establishments are prohibited in the City until such time as the City Council amends this chapter to allow one or more establishments.

Sec. 31-4. Violations and penalties.

- (a) Any person who disobeys, neglects, or refuses to comply with any provision of this chapter or who causes, allows, or consents to any of the same shall be deemed to be responsible for the violation of this ordinance. A violation of this chapter is deemed to be a nuisance per se.
- (b) A violation of this chapter is a municipal civil infraction, for which the fines shall not be less than \$100 nor more than \$500, in the discretion of the Court. The foregoing sanctions shall be in addition to the rights of the City to proceed at law or equity with other appropriate and proper remedies. Additionally, the violator shall pay costs which may include all expenses, direct and indirect, which the City incurs in connection with the municipal civil infraction.
- (c) Each day during which any violation continues shall be deemed a separate offense.

Sec. 31-5. Study by the Planning Commission.

As of the adoption of this chapter, the legalization of marihuana is a new phenomenon in Michigan that presents unique opportunities and challenges for local governments. The intent of this chapter is to prohibit marihuana establishments on at least a temporary basis in order to allow further study of the issue. The Planning Commission is hereby directed to:

- (a) Study the City's options for authorizing and regulating marihuana establishments under the Act;
- (b) Hold at least one public hearing to seek input from the public; and
- (c) Prepare and submit a report to the City Council by December 1, 2019, with a recommendation as to whether the City should authorize one or more types of marihuana establishments. If the Planning Commission recommends authorization, the report shall outline, in general terms, recommended regulations.

Section 2. Publication and Effective Date. The City Clerk shall cause this ordinance to be published in a newspaper of general circulation in the City, and the ordinance shall be effective 20 days after enactment or upon publication, whichever is later.

YEAS: Ingalsbee, Morgan, Manning, Andrus, Perrigo, Tripp, Mayor McKenzie


NAYS: None

ABSTAIN: None


ABSENT: None

CERTIFICATION

This is a true and complete copy of Ordinance No. 475 adopted at a regular meeting of the Allegan City Council held on January 28, 2019.



Rachel McKenzie, Mayor



Danielle Bird, Clerk

Introduced: January 14, 2019
Adopted: January 28, 2019
Published: February 21, 2019
Effective: February 21, 2019

MEMORANDUM

TO: Allegan City Council
FROM: Jordan Meagher, Community Development Coordinator, on Behalf of the City of Allegan Planning Commission
RE: First Reading for Ordinance 480 of Municipal Code Chapter 31 Regarding the Regulation of Marihuana Businesses
DATE: August 20, 2019

Summary

It is recommended that the Allegan City Council accept for first reading and schedule a public hearing for the addition of Chapter 31 the City of Allegan Municipal Code regarding the regulation of marihuana businesses.

Background

On Tuesday November 6, 2018 the voters in the State of Michigan voted to legalize recreational marihuana with 57% approval, and in the City of Allegan, the proposal passed with 58% approval. Since this proposal passed state wide, the City was asked to make a decision as to whether the City should opt in and allow marijuana establishments or if the City should opt out and not allow marihuana establishments.

The term “marihuana establishments” encompass eight types of businesses and two other licensing types.

1. Growers – Grow and package marijuana for sale to processors or provisioning centers.
2. Processors – Extract resin from marijuana or create marijuana-infused products to sale to provisioning centers.
3. Provisioning centers – Sell marijuana to patients or caregivers.
4. Secure transporters – Store and transport marijuana between facilities.
5. Safety compliance facilities – Test marijuana for contaminants and proper chemical levels.
6. Marihuana retailer - Sells or otherwise transfers marijuana to marihuana establishments or to individuals over 21.
7. Marihuana microbusiness – Cultivates up to 150 plants, processes marijuana from those plants, and sells or transfers it to individuals over 21 or to safety compliance facilities.
8. Temporary Marihuana Event - this license allows a Marijuana Event Organizer to run an event – which has been approved by the local municipality – where the onsite sale or consumption of marijuana products, or both, are authorized at a specific location for a limited time. Licensed Retailers and Microbusinesses may participate. The Marijuana Event Organizer is required to hire security and ensure that all rules and requirements for onsite consumption of marijuana products are followed.

9. Designated Consumption Establishment - Allows the license holder, with local approval, to operate a commercial space that is licensed by the MRA and authorized to permit adults 21 years of age and older to consume marijuana and marijuana products on premises. A Designated Consumption Establishment license does not allow for sales or distribution of marijuana or marijuana product, unless the license holder also possesses a Retailer or Microbusiness license.
10. Excess Marijuana Grower – Allows a licensee who already holds five adult-use Class C Grower licenses to expand their allowable marijuana plant count. At their July 15, 2019 meeting, the Allegan Planning Commission had opened a public hearing to discuss the proposed City of Allegan Marijuana Zoning Ordinance. Prior to the opening of the public hearing, staff presented a report that defined each of the new marijuana licensing types that were introduced by the State's Licensing and Regulatory Agency (LARA) in early July. These new licensing types included the following:

At their January 28th meeting, the Allegan City Council passed ordinance 475, which established the City's position to opt out. City Council then directed the Planning Commission to begin studying the City's options for authorizing and regulating marijuana establishments under the new law, which includes holding at least one public hearing to seek public input, and then preparing and submitting a report to City Council by December 1, 2019 with a recommendation on how the city should proceed with this issue. Ordinance 475 has afforded the city the opportunity to make sure it has a good understanding and solid foundation on how it wants to proceed while at the same time ensuring that no marijuana establishment can open within the City of Allegan, in case the State of Michigan gets the licensing portion of the of the program up and running prior to the City of Allegan making a formal decision.

Following the January 28th meeting, the Planning Commission and staff had begun studying a series of reports regarding recreational marijuana and their effects on communities. These reports are regarded as the most peer reviewed reports to date. Reports studied by the Planning Commission and staff included:

- 2017 Colorado State University- Pueblo County Cannabis Impact Study
- 2017 High Intensity Drug Trafficking Area Legalization of Marijuana in Colorado- The Impact
- 2018 Colorado Department of Public Safety- Impacts of Marijuana Legalization in Colorado
- 2018 High Intensity Drug Trafficking Area Legalization of Marijuana in Colorado- Updated Study
- 2018 Kansas City Federal Reserve- The Economic Effects of the Marijuana Industry in Colorado

As directed by Council, the Planning Commission also held two public hearings to engage the Allegan community on the prospective of allowing medical and recreational marijuana businesses to become established within the city limits. These public hearings were held on March 18, 2019 and July 15, 2019. The Planning Commission voted to go into recess during the July 15, 2019 public hearing, so the public hearing resumed at their most recent meeting on August 19, 2019. Over the course of these three meetings, the Planning Commission received a combined total of 49 comments from the public.

Based on the discussions that were held over the past 8 months during each respective Planning Commission meeting, staff has worked diligently to develop an ordinance that sets forth an objective application process that all prospective marihuana business owners must complete and submit to the City before beginning operation. This proposed municipal ordinance addition was carried by the Planning Commission for review and a first reading by Council by a unanimous 8-0 vote, with Commissioner Brad Burke providing the motion and Mayor Pro-Tem/Commissioner Charles Tripp providing the support.

Attached is the most up-to-date version of the proposed ordinance.

Recommend

It is recommended that the Allegan City Council, by recommendation of the Planning Commission, hold for first reading of Ordinance 480 City of Allegan Municipal Code addition Chapter 31 regarding the regulation of medical and adult marihuana businesses, and schedule a public hearing to take place at their following meeting on September 30, 2019.

**CITY OF ALLEGAN
ALLEGAN COUNTY, MICHIGAN**

ORDINANCE NO. 480

**AN ORDINANCE TO AMEND CHAPTER 31 OF THE ALLEGAN CITY CODE
TO ALLOW MARIJUANA BUSINESSES OPERATED IN ACCORDANCE WITH
STATE LAW AND THE CITY'S ZONING ORDINANCE**

The City of Allegan ordains:

Section 1. Amendment. Chapter 31 of the Allegan City Code of Ordinances is hereby amended to read as follows:

**Chapter 31
Marijuana Businesses**

**Division 1
General**

Sec. 31-1. Definitions.

The following words and phrases have the meanings ascribed to them when used in this chapter:

- (a) *Co-located business* means a marijuana business with 2 or more types of state operating licenses operating within a single location.
- (b) *Designated consumption establishment* means a business licensed as a designated consumption facility under the MRTMA.
- (c) *Excess marijuana grower* means a business licensed as an excess marijuana grower under the MRTMA.
- (d) *Grower* means a business licensed as a grower under either the MMMFLA, the MRTMA, or both.
- (e) *LARA* means the department of licensing and regulatory affairs and any successor agency to the department.
- (f) *Location-specific step* means the portion of the application for a state operating license under the MMMFLA and the MRTMA that follows the prequalification step and pertains to the details of the proposed location.
- (g) *Marijuana* means, depending on the context, the same thing as “marihuana” as defined in the MMMFLA, the MRTMA, or both.
- (h) *Marijuana business* or *business* is a business involving one or more licenses issued under the MMMFLA, the MRTMA, or both.
- (i) *Microbusiness* means a business a business licensed as a marijuana microbusiness under the MRTMA.
- (j) *MMMA* means the Michigan medical marihuana act, 2008 IL 1, as amended MCL 333.26424 *et seq.*
- (k) *MMMFLA* means the Michigan medical marihuana facilities licensing act, 2016 PA 281, as amended, MCL 333.27102 *et seq.*
- (l) *MRTMA* means the Michigan regulation and taxation of marihuana act, 2018 IL 1, as amended MCL 333.27951 *et seq.*

- (m) *Prequalification step* means the portion of the application for a state operating license under the MMMFLA or MRTMA pertaining to the applicant's financial background and the criminal history of the applicant and other associated persons.
- (n) *Processor* means a business licensed as a processor under either the MMMFLA, the MRTMA, or both.
- (o) *Provisioning center* means a business licensed as a provisioning center under the MMMFLA. A noncommercial location used by a primary caregiver to assist a qualifying patient connected to the caregiver through LARA's marijuana registration process in accordance with the MMMA is not a provisioning center for purposes of this section.
- (p) *Retailer* means a person licensed under the MRTMA to obtain marijuana from marijuana establishments and to sell or otherwise transfer marijuana to marijuana establishments and to individuals who are 21 years of age or older.
- (q) *Safety compliance business* means a person licensed as a safety compliance facility under the MMMFLA, the MRTMA, or both.
- (r) *Secure transporter* means a person licensed as a secured transporter under the MMMFLA, the MRTMA, or both.
- (s) *Stacked grower licenses* means two or more grower licenses issued to a single person to *under the MMMFLA or MRTMA*.
- (t) *State operating license or license* means a license that is issued under the MMMFLA or MRTMA to operate as a grower, processor, secure transporter, provisioning center, retailer, safety compliance facility, or microbusiness.
- (u) *Temporary marijuana event* means an event where the onsite sale or consumption of marijuana products, or both, are authorized at the location indicated on a state operating license issued under the MRTMA during the specified dates.

Division 2 Permanent Business Types

Sec. 31-2. Authorization Required.

- (a) The following marijuana businesses may be authorized to operate in the City of Allegan pursuant to this division: growers, excess growers, microbusinesses, processors, provisioning centers, retailers, safety compliance facilities, secure transporters, and designated consumption establishments.
- (b) No business listed in subsection (a) may operate in the City of Allegan without a final authorization granted by the City Clerk pursuant to Section 31-3. A proposed business is not eligible for a state operating license until the clerk grants final authorization.

Sec. 31-3. Application Process.

- (a) *Submission.* A person may apply for authorization to operate a marijuana business listed subsection (a) within the City by submitting the following items to the Clerk. These items may be submitted to the Clerk before applying for requisite zoning approvals:
 - (1) A copy of official paperwork issued by LARA indicating that the applicant has successfully completed the prequalification step of the application for a state operating license.
 - (2) A signed statement from the applicant indicating:
 - (A) The current property owner of record for the proposed business location;
 - (B) If the current property owner is different than the applicant (e.g. where the applicant has a lease, option, land contract, or other future interest in the property), the property

owner's signature is required in addition to the applicant's. Only one application shall be submitted per property, unless the applications are for proposed co-located businesses;

- (C) The address, tax identification number, and zoning designation of the proposed business location;
 - (D) The type or types of state operating licenses that the applicant is seeking at the proposed business location (*e.g.*, medical grower, adult-use grower, provisioning center, etc.); and
 - (E) If the proposed business involves stacked grower licenses, the number of licenses sought; and
- (3) An advance of the annual administrative fee of \$5,000 per license sought.
- (b) *Conditional authorization.* The Clerk will accept and conditionally authorize any application that includes the required items listed above.
- (c) *Final authorization.* The Clerk will grant final authorization for the business if the applicant:
- (1) Obtains all required zoning approvals for the business within 12 months of receiving conditional authorization; and
 - (2) Obtains the requisite state operating license within 18 months of receiving conditional authorization.
- (d) *Expiration of conditional authorization.* If the applicant for a conditionally authorized business fails to satisfy any of the deadlines established above, the conditional authorization will expire.

Sec. 31-4. Relocation of Businesses, Transfers of Licenses, and Expansion of Grow Operations.

- (a) An existing business may be moved to a new location in the City, subject to applicable zoning regulations and required approvals by LARA.
- (b) A license for an existing business may be transferred to a new licensee that intends to continue operating at the same location, subject to approval by LARA.
- (c) No further City approvals are required for the relocations and license transfers described in this section.
- (d) A licensee may expand growing operations by upgrading the class of the license (*e.g.*, from class A to class B, or from class B to Class C, or from Class C to excess grower), or by obtaining a stacked license. To do so, the licensee must submit a new application to the City satisfying the requirements in Section 31-3(a), which shall include payment of any additional annual administrative fee that will be owed due to the addition of stacked licenses. The application shall be conditionally approved upon receipt of all required materials.

Sec. 31-5. General Regulations

- (a) *Submission of supplementary information to the City.* Applicants who have received conditional authorization and licensees operating in the City must provide the Clerk with copies of all documents submitted to LARA in connection with the license application, subsequent renewal applications, or investigations conducted by LARA. The documents must be provided to the Clerk within 7 days of submission to LARA, and may be submitted by electronic media unless otherwise requested by the Clerk.
- (b) *Compliance with applicable laws and regulations.* Marijuana businesses must be operated in compliance with the MMMFLA and/or MRTMA, as applicable, all applicable rules promulgated by LARA, all conditions of the business's state operating licenses, and all applicable ordinances and codes, including the City's zoning ordinance. Compliance with the foregoing does not create immunity from prosecution by federal authorities or other authorities of competent jurisdiction.

(c) *No consumption on premises.* No smoking, inhalation, or other consumption of marijuana shall take place on or within the premises of any marijuana business approved under this division, except for designated marijuana consumption establishments. It shall be a violation of this chapter to engage in such behavior, or for a person to knowingly allow such behavior to occur. Evidence of all of the following gives rise to a rebuttable presumption that a person allowed the consumption of marijuana on or within a premises in violation of this section:

- (1) The person had control over the premises or the portion of the premises where the marihuana was consumed;
- (2) The person knew or reasonably should have known that the marihuana was consumed; and
- (3) The person failed to take corrective action.

(d) *Annual fee.* A licensee must pay a fee of \$5,000, for each license used within the City in order to help defray administrative and enforcement costs. The holder of a stacked grower license must pay a separate fee in the amount of \$5,000 for each license. The initial annual fee(s) must be paid to the Clerk when the application for approval is submitted. In each subsequent year, fees are due on the date on which the licensee submits an application to LARA for renewal of the state operating license.

Sec. 31-6. Violations and penalties.

- (a) *Request for revocation of state operating license.* If at any time an authorized business violates this chapter or any other applicable ordinance, the City may request that LARA revoke or refrain from renewing the business’s state operating license.
- (b) *Civil infraction.* It is unlawful to disobey, neglect, or refuse to comply with any provision of this chapter. A violation of this chapter is a municipal civil infraction and a nuisance per se. Each day the violation continues shall be a separate offense. Notwithstanding any other provision of this ordinance to the contrary, violators shall be subject to a fine of up to \$500.
- (c) *Other remedies.* The foregoing sanctions are in addition to the City’s right to seek other appropriate and proper remedies, including actions in law or equity.

**Division 3
Temporary Marijuana Events**

[Regulations to be developed if PC and City Council are interested in allowing temporary events]

Section 2. Publication and Effective Date. The City Clerk shall cause this ordinance to be published in a newspaper of general circulation in the City, and the ordinance shall be effective 20 days after enactment or upon publication, whichever is later.

YEAS: _____

NAYS: _____

ABSTAIN: _____

ABSENT: _____

CERTIFICATION

This is a true and complete copy of Ordinance No. ____ adopted at a regular meeting of the Allegan City Council held on _____, 2019.

Rachel McKenzie, Mayor

Danielle Bird, Clerk

DRAFT

MEMORANDUM

TO: Allegan City Council
FROM: Joel Dye, City Manager and Sarah Perrigo, City Manager Intern
RE: Mobile Food Vehicle Vendors
DATE: August 26, 2019

Summary

It is requested that City Council hold a second reading and public hearing and subsequently adopt Ordinance 478, an ordinance to regulate mobile food vehicles within the City of Allegan.

Mobile Food Vehicles, or Food Trucks as they are commonly known, are becoming more popular and widespread in many cities. This is true in the City of Allegan as City staff has encouraged their participation in our downtown festivals, and local business owners have partnered with vendors for special events such as Tantrick Brewing Company's One Year Celebration.

Dulac's Riverdogs has been operating in the City of Allegan for two years, stimulating growth and activity in the downtown business district. Currently, the City of Allegan does not have an ordinance that supports the functioning of these businesses. Over the past few months, city staff members have gathered information regarding other municipalities that allow and regulate mobile food vehicles in their towns. From this information, a draft ordinance was created. This ordinance was presented to both the Planning Commission and the Downtown Development Authority. Both of these advisory committees are in support of this ordinance with minor changes. In general the Downtown Development Authority likes the ordinance as written but requested that there be no separation of the food trucks from the brick and mortar restaurants, while the Planning Commission felt the need for less administrative oversight and some separation of the food trucks from brick and mortar restaurants.

It is staff's opinion that the attached ordinance is minimal on the administrative oversight with a minor application fee and a two page application. In regards to the separation requirement, staff is recommending a 50 foot separation requirement of mobile food vehicles from brick and mortar restaurants. Please see the attached application to see the minimal administrative oversight as well as the attached map to see the impact this separation will have on our Downtown Businesses.

Recommendation

It is recommended that City Council hold a second reading and public hearing and subsequently adopt Ordinance 478, an ordinance to regulate mobile food vehicles within the City of Allegan.

Attachments

Ordinance 478

Application

Map of Locations in the Downtown

**CITY OF ALLEGAN
ALLEGAN COUNTY, MICHIGAN**

ORDINANCE NO. 478

**AN ORDINANCE TO ADD A NEW ARTICLE V TO CHAPTER 19 TO THE CITY OF
ALLEGAN CODE OF ORDINANCES TO REGULATE MOBILE FOOD VEHICLES**

The City of Allegan ordains:

Section 1. Addition. A new Article V, entitled “Mobile Food Vehicles,” is added to the City of Allegan Code of Ordinances to consist of Sections 19-128 to 19-136 and read as follows:

**Article V.
Mobile Food Vehicles**

Sec. 19-128. - Intent.

In the interest of encouraging mobile food vendors who add to the vibrancy and desirability of the City of Allegan, while providing a framework under which such businesses operate, this ordinance is established.

Sec. 19-129. - Definitions.

Brick and Mortar Restaurant. A business located in a permanent structure that offers food, which is prepared on site, and drink to the public in a face-to-face setting and is not part of a grocery store or a membership-based institution.

Mobile Food Vehicle. A vehicle which, upon issuance of a permit by the City Clerk and conformance with the regulations established by the ordinance, may temporarily park upon a public street or public park and engage in the service, sale, or distribution of ready-to-eat food for individual portion service to the general public directly from the vehicle.

Mobile Food Vending. Vending, serving, or offering for sale food and/or beverages from a mobile food vending unit which meets the definition of a Food Service Establishment under Public Act 92 of 2000, which may include ancillary sales of branded items consistent with the food, such as a tee shirt that bears the name of the organization engaged in mobile food vending.

Vendor. The registered owner of a mobile food vehicle or the owner’s agent or employee.

Operate. All activities associated with the conduct of business, including set up and take down and/or actual hours where the mobile food vending unit is open for business.

Sec. 19-130. - Scope.

The provisions of this article apply to mobile food vehicles engaged in the business of cooking, preparing, and distributing food or beverage with or without charge upon or in public and private restricted spaces. This article does not apply to vehicles which dispense food and that move from place to place and are stationary in the same location for no more than 15 minutes at a time, such as ice cream trucks.

Sec. 19-131. - Permit Required.

No vendor shall engage in Mobile Food Vending without an annual permit authorizing such vending. The annual permit issued under this ordinance shall not be transferable from person to person. The annual permit

shall not be transferred between vehicles. The annual permit shall expire on December 31st of each year. This permit is not required for City-sponsored events and festivals.

Sec. 19-132. - Application for Permit.

Every vendor desiring to engage in mobile food vending shall make a written application, supplied by the City, for a permit. The applicant shall truthfully state, in full, all information requested and be accompanied by a non-refundable fee of \$10.00. Additionally, the applicant shall provide all documentation, such as insurance, as required by the City. Application information required shall include the following:

1. Name of the applicant and business, signature, phone number, email contact, and business address of the applicant.
2. Information on the mobile food vehicle, including the year, make and model of the vehicle and dimensions, which shall not exceed 24 feet in length or 10 feet in width.
3. A general description of the food products offered for sale.
4. Information setting forth the proposed hours of operation, and area of operation.
5. Copies of all necessary licenses or permits issued by the Allegan County Health Department and/or the State of Michigan.
6. Proof of insurance coverage.
7. A signed statement that the licensee shall indemnify and hold harmless the City, its officers, and employees for any claims, damages, or injuries to persons or property, which arise out of any activity by the licensee, its employees, or agents carried on under the terms of the license.

Sec. 19-133. - Regulations.

- A) No operator of a mobile food vehicle shall park, stand or move a vehicle and conduct business within areas of the City where the license holder has not been authorized to operate.
- B) The customer service area for mobile food vehicles shall be on the side of the truck that faces a curb, lawn, or sidewalk when parked. No food service shall be provided on the driving-lane side of the truck. No food shall be prepared, sold, or displayed outside of mobile food vehicles.
- C) Customers shall be provided with a waste and recycling containers for public use, which the vendor shall empty at its own expense. All trash and garbage originating from the operation of mobile food vehicles shall be collected and disposed of off-site by the operators each day. Spills of food or food by-products shall be cleaned up, and no dumping of gray water on streets is allowed.
- D) No mobile food vehicle shall make or cause to be made any unreasonable or excessive noise. The operation of all mobile food vehicles shall meet the City Noise Ordinance, including generators.
- E) Signage is permitted on mobile food vehicles. One (1) separate freestanding sign is allowed within 2 ft. of the mobile food vehicle, not to exceed dimensions of 50" by 30".
- F) A mobile food vehicle shall not be parked on the street overnight or left unattended and unsecured at any time food is in the vehicle.
- G) A mobile food vendor may only operate between the hours of 7:00 am and 2:00 am.

- H) A vendor shall not operate a mobile food vehicle within 1000 ft. of any fair, festival, special event or civic event boundary that is licensed or sanctioned by the City unless the vendor has obtained permission from the event sponsor.
- I) A vendor shall not operate a mobile food vehicle within 50 ft. of the front door of an existing brick and mortar restaurant during the hours when such restaurant is open to the public for business.
- J) A vendor shall not park on the southern side of Trowbridge Street, between Chestnut St. and the alleyway immediately west of the Regent Theatre; this is otherwise known as the area in front of the Allegan City Hall at 231 Trowbridge Street.
- K) The issuance of a mobile food vehicle license does not grant or entitle the vendor to the exclusive use of any service route or parking space to the license holder.
- L) Power required for the mobile food vehicle shall be self-contained. If mobile food vehicle requires use of utilities drawn from public right-of-way, a temporary hook-up may be granted with the payment of a flat rate as established by a resolution adopted by City Council. No power cable or equipment shall be extended across any City sidewalk or road, without being secured so as to not create a danger or impedance to the public.
- M) No part of the mobile food vehicle shall extend into the travel lane when parked.
- N) No flashing or blinking lights, or strobe lights, are allowed on mobile food vehicles or related signage at any time. All exterior lights with over 60 watts shall contain opaque hood shields to direct the illumination downward.
- O) Mobile Food Vehicles shall be in accordance with the City's noise ordinance.
- P) Awnings for mobile food vehicles shall have a minimum clearance of seven (7) feet between the ground level and the lowest point of the awning. Seating, tables, waste disposal or cleaning apparatus of the vendor shall be located within 20 feet of the mobile food vehicle and shall not constitute a danger or impedance to the public.

Sec. 19-134. - Locations Permitted.

- A) Mobile Food Vendors are permitted to operate on city streets, where on street parking is available, in areas with zoning classifications of C1 and C2.
- B) Mobile Food Vendors are only permitted to park on city streets with parallel parking spaces.
- C) There are two spots located on the downtown Riverfront Park area available to Mobile Food Vendors. One spot is designed for larger mobile food vehicles, while the other spot is designed for smaller mobile food vehicles. A map depicting these locations shall be provided by the City of Allegan with the application for permit. Only one vendor at a time is permitted to park in either designated area. These spots are filled on first come, first serve basis.

- a. For smaller mobile food vehicles, there is a 13'(l) by 10'(w) designated area located on the concrete plaza east of the landscape circle and north of the eastern most picnic table, at the west of the turning circle. This spot is reserved only for mobile food vehicles that are trailers or carts.
- b. For larger mobile food vehicles, there is a 24'(l) by 13' (w) designated area located on the brick pavers just south of the sculpture and north of the picnic tables, at the east end of the turning circle.

D) Mobile Food Vendors may operate on private property that is in an area with a commercial zoning classification. Permission from owner of private property is required. No permit is needed from the City if the Mobile Food Vendor is operating on private property.

Sec. 19-135. - Appeals.

If a permit is denied or revoked, the applicant or holder of a permit may appeal to and have a hearing before the City Manager. The City Manager shall make a written determination. If the City Manager denial or revocation is supported, the applicant may appeal the City Manager's decision to City Council.

Sec. 19-136. - Enforcement.

Any license holder operating a mobile food vehicle in violation of any provision of this ordinance may be subject to revocation of their permit. Permits may also be revoked if the vendor makes a false statement on their application, or conducts activity in a manner that is adverse to the protection of the public health, safety, and welfare.

Section 2. Publication and Effective Date. The City Clerk shall cause a notice of adoption of this ordinance to be published. This ordinance shall take effect upon publication.

YEAS:

NAYS:

ABSTAIN:

ABSENT:

CERTIFICATION

This is a true and complete copy of Ordinance No. 478 adopted at a regular meeting of the Allegan City Council held on August 12, 2019.

Rachel McKenzie, Mayor

Danielle Bird, Clerk

Introduced: August 12, 2019
Adopted:
Published:
Effective:

City of Allegan
Mobile Food Vehicle Vendor Application

Applicant Information

Business Name _____
Applicant's Name _____
Business Address _____ City _____ State _____
Zip Code _____ Telephone _____
Email Address _____

Vehicle Information

Make _____ Model _____ Year _____
Length _____ Width _____ (Note: Max. Size Allowed is 24'(l) x 10'(w))

General Business Description

Please provide a general description of the food products to be offered. If available, please include a menu with this application.

Please list the streets or areas of the city in which you plan to operate. (For general information.)

Please indicate the days and times you expect to be operating. (For general information.)

MONDAY _____
TUESDAY _____
WEDNESDAY _____
THURSDAY _____
FRIDAY _____
SATURDAY _____
SUNDAY _____

Additional Documents Required

In order for this application to be complete, you must also submit the following documents:

_____ Copies of all necessary licenses and permits issued by the Allegan County Health Department.

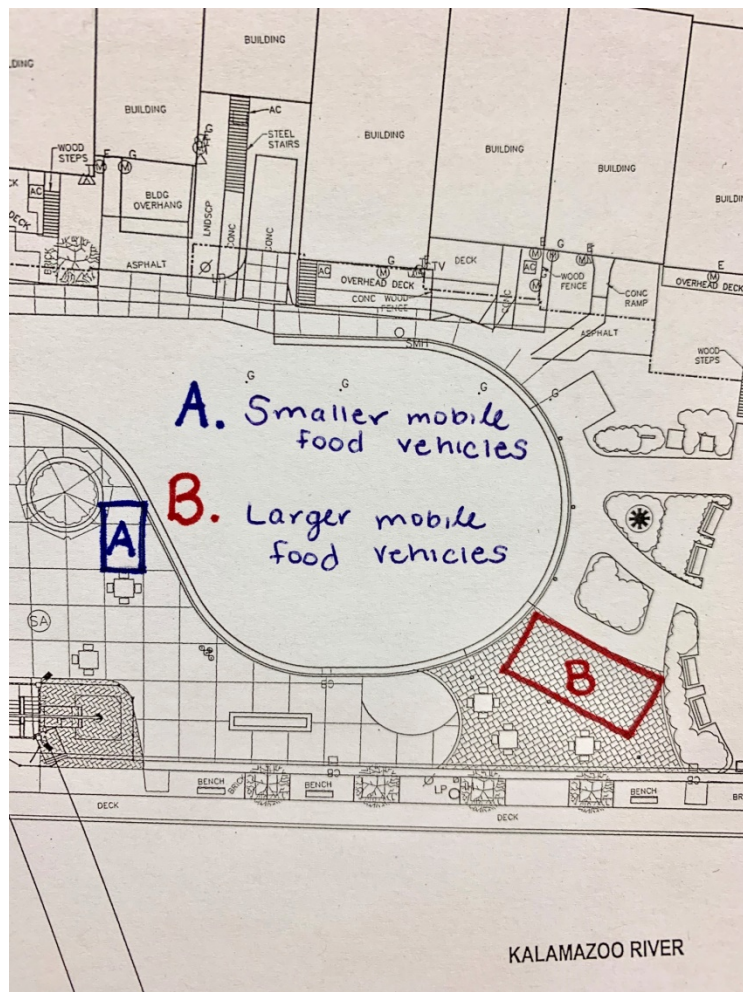
_____ Proof of Liability Insurance Coverage and Automobile Insurance, listing the City of Allegan as additional insured, as established by City Council Resolution.

_____ Proof of Vehicle Registration

_____ Non-refundable fee of \$10.00

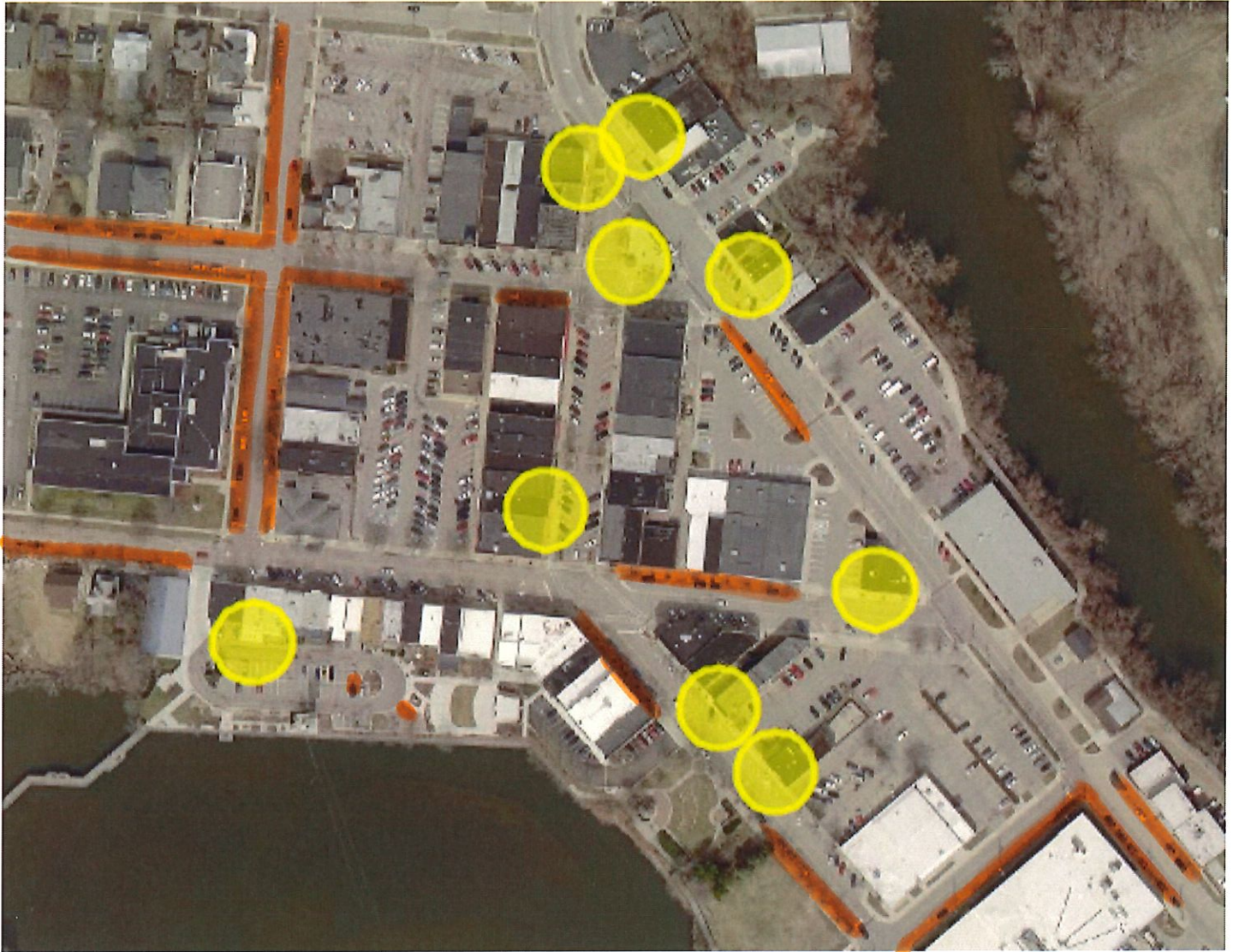
I understand that the operation of Mobile Food Vehicles is regulated by Sec. 19-128 through Sec. 19-136 of the City of Allegan Code of Ordinances, and violations of these ordinances or any rules and regulations promulgated by the City for the operation of Mobile Food Vehicles shall be subject to permit revocation.

Applicant's Signature: _____ Date: _____



 = parallel parking

50 ft. buffers



MEMORANDUM

TO: Allegan City Council
FROM: Joel Dye, City Manager
RE: Public hearing for the sale of city owned property located at 112 Locust Street.
DATE: August 26, 2019

Summary

It is requested that City Council hold a public hearing and then endorse the sale of city owned property located at 112 Locust Street and direct the City Manager, Joel Dye to sign all necessary documents to complete the sale.

Since City Council has decided to relocate City Hall to 231 Trowbridge Street, we are no longer in need of continuing to own 112 Locust Street and now are in a position to sell this property. Recently, the Allegan County Community Foundation has inquired about purchasing 112 Locust Street for \$150,000. After looking at other property sales in Downtown Allegan, City Staff and the City's Realtor, Ben Otis determined that \$150,000 for 112 Locust Street was an appropriate sales price.

This information was shared with City Council via an email and Council was asked to let the City Manager know if they were comfortable with selling 112 Locust Street to the Foundation. City Council discussed at their August 12, 2019 and scheduled a Public Hearing for August 26, 2019.

If City Council approves this sale then closing on this property will occur August 27, 2019 at 3:00pm.

Recommendation

It is recommended the City Council hold a public hearing and then endorse the sale of city owned property located at 112 Locust Street and direct the City Manager, Joel Dye to sign all necessary documents to complete the sale.

Attachments:

Purchase Agreement between the City of Allegan and the Allegan County Community Foundation
Seller's Settlement Statement



ADDENDUM TO AUTHORIZED BUY & SELL AGREEMENT OF THE
GREATER KALAMAZOO ASSOCIATION OF REALTORS®



DATE 07/27/2019

Form #: Exhibit D

THIS ADDENDUM is attached to and made a part of Buy & Sell Agreement # 112PA between the undersigned parties dated 07/23/2019, covering The Property located at 112 Locust Street, Allegan, MI 49010 (Address or Legal Description).

Terms/Conditions are modified as follows:

All Terms Accepted with the following Modifications/Conditions:

1. Following Allegan City Council meeting/approval scheduled for August 26, 2019, Closing to be no later than September 9, 2019.
2. Immediate Possession to be at Close.
3. Buyers ability to obtain access to building for contractor bids as soon as City Staff has vacated the building.

Except as provided above, all of the terms and conditions of the Agreement shall remain in full force and effect.

Buyer: Theresa M. Bray Seller: [Signature]
 Buyer: [Signature] Seller: [Signature]



DISCLAIMER

These forms are not intended to be a substitute for the legal advice of competent counsel. The user has the responsibility to determine whether the forms are appropriate or effective in a particular situation. The user should make certain that the form complies with current law, both state and federal. The authors and CBOR and its employees disclaim any liability arising from the use of the forms.



H. William Freeman

Freeman Cotton & Gleeson PLC

33 Bloomfield Hills Parkway, Suite 240

Bloomfield Hills, MI 48304

Ph. 248-642-2255 ext. 221

Fax 248-642-6460

wfreeman@fcgplc.com

COMMERCIAL PURCHASE AGREEMENT

THIS COMMERCIAL PURCHASE AGREEMENT is made and entered into this 23 day of July, 2019, by and between City of Allegan, a [entity type and state organized] ("Seller"), whose address is 112 Locust Street, Allegan, Michigan, 49010 [zip], and Allegan County Community Foundation, a [entity type and state organized], ("Purchaser"), whose address is 113 Locust St, Allegan, Michigan, 49010 [State], 49010 [zip code], in the manner following:

1. PROPERTY DESCRIPTION. Purchaser offers and agrees to purchase the property located in the City or Township of Allegan, County of Allegan, Michigan, commonly known as 112 Locust Street, and further described as: N 22.27 FT OF S 142.47 FT OF LOTS 267 & 268 O. P. SEC 28, or see attached legal description as **Exhibit A**; together with all land division splits as provided under the Michigan Land Division Act as revised March 31, 1997 (the "Property"), together with all buildings, structures and other physical improvements situated on the Property (the "Improvements"), and all equipment and other personal property appurtenant to and currently used in connection with the Improvements, including personal property as described in **Exhibit B** (the "Personal Property"), provided, however, the description of the Property shall be subject to a survey as provided for in this Agreement.

2. PURCHASE PRICE. The purchase price for the Property shall be One Hundred twenty Five Thousand (\$125,000) Dollars. Any allocation of the purchase price between the Property and Personal Property shall be set forth on an attached Exhibit.

3. TERMS OF PAYMENT. The purchase price shall be paid as indicated by an "X" placed in the appropriate box below, with initials of Seller and Purchaser acknowledging Purchaser's method of payment, while the other unmarked terms of purchase shall not apply.

Cash. Purchaser shall pay the full purchase price, including any adjustments and/or prorations contained herein, to Seller at closing upon execution and delivery of a warranty deed and performance by Seller of the closing obligations specified herein.

New Mortgage. Purchaser shall pay the full purchase price, including any adjustments and/or prorations contained herein, to Seller at closing upon execution and delivery of a warranty deed and performance by Seller of the closing obligations specified herein, contingent upon Purchaser's ability to obtain a loan acceptable to Purchaser in Purchaser's sole discretion. Purchaser shall apply for financing immediately. If Purchaser does not deliver to Seller on or before _____, proof that Purchaser has accepted a loan commitment, Seller may thereafter at any time treat this contingency as not having been satisfied and may terminate this Agreement by written notice to Purchaser, with the return of Purchaser's Deposit, unless Purchaser has waived this contingency in writing prior to the date set forth in this Section.

Contract. Purchaser shall pay the full purchase price, including any adjustments and/or prorations contained herein, to Seller pursuant to the terms and conditions stated in the attached Land Contract Agreement or the attached Purchase Money Mortgage (either hereafter referred to as "Contract"), upon performance by Seller of the closing obligations specified herein. This Contract shall provide for a down payment of \$_____ and payment of the balance of \$_____ in _____ installments of \$_____, or more, at Purchaser's option, including interest at the rate of _____ percent (____%) per annum, computed monthly, amortized over _____ (____) years, with interest to start on the closing date and the first payment to become due within _____ (____) days after the closing date. The entire unpaid balance will become due and payable _____ (____) months after closing. Seller understands that the consummation of the sale or transfer of the Property shall not relieve Seller of any liability that Seller may have under any mortgage or land contract to which the Property is subject, unless otherwise agreed to by its mortgage or land contract holder.

4. EARNEST MONEY DEPOSIT. Within three (3) calendar days following the Effective Date of this Agreement, Purchaser shall deposit with Sneller Real Estate _____, as Seller's Broker; or Purchaser's Broker; or the Title Insurance Company; which party shall be referred to as the "Escrow Agent", Purchaser's earnest money deposit in the amount of Five Hundred _____ (\$500.00) Dollars, paid in cash or check representing immediately available funds (the "Deposit"). The Deposit shall be refunded to Purchaser in the event this Agreement is terminated under the terms and conditions provided for herein; or applied to the Purchase Price at Closing.

5. INSPECTION PERIOD. Purchaser shall be under no obligation to purchase the Property or otherwise perform under this Agreement unless Purchaser determines the Property to be, in all respects, suitable for its intended purposes. The decision as to whether the Property is suitable for its intended purposes shall be the sole decision of Purchaser, determined in the

absolute discretion of Purchaser, with Purchaser's decision being final and binding upon both parties. Purchaser shall have Ten (10) [insert # of days allowed for due diligence] days from the Effective Date to notify Seller of its termination of this Agreement due to Purchaser's determination that the Property is unsuitable for its intended purpose (the "Inspection Period"). In the event Purchaser elects to terminate this Agreement, Purchaser shall provide written notice of termination to Seller prior to the expiration of the Inspection Period. In the event Purchaser provides said notice of termination, Seller and the Escrow Agent shall be obligated to return the Deposit to Purchaser as provided in Section 4 hereof, and neither party shall have any further rights or obligations under this Agreement. In the event Purchaser does not submit written notice of termination prior to the expiration of the Inspection Period, Purchaser shall be deemed to be satisfied with its inspections of the Property and this contingency shall therefore be deemed to be fulfilled. Seller, at no expense to Seller, shall fully cooperate with Purchaser in the obtaining of all approvals required from any federal, state or local government ("Governmental Approvals") necessary for Purchaser to satisfy itself during the Inspection Period of the suitability of the Property. Said Governmental Approvals shall be obtained during the Inspection Period unless the parties agree that additional time is required to obtain them.

6. SURVEY AND TITLE INSURANCE.

- (a) **Survey:** Purchaser may, at its option, cause to be prepared an on-the-ground boundary survey of the Property (herein referred to as the "Survey"). The metes and bounds or other legal description of the Property resulting from the Survey, if and as accepted by Purchaser, shall upon such acceptance supersede and replace the description of the Property set forth in Section 1 hereof for all purposes hereunder and shall be the description of the Property used in the Warranty Deed or Land Contract and Owner Policy of Title Insurance to be furnished hereunder, to be paid for by Seller or Purchaser. (
- (b) **Title Insurance:** Within ten (10) days of the Effective Date of this Agreement, Purchaser shall order a commitment for an Owner's ALTA Title Policy, with Standard Exceptions; or without Standard Exceptions (the "Commitment"), from Transnation Title Company (the "Title Company"), and shall provide a copy of the same to Seller upon receipt. Purchaser shall notify Seller in writing within thirty (30) days of receipt of any concerns that Purchaser may have with such Commitment. Notwithstanding the same, Purchaser shall be under no obligation to purchase the Property from Seller unless the Title Company shall deliver to Purchaser at Closing an Owner's ALTA Policy of Title Insurance, which shall identify the Property and easements appurtenant thereto by the legal description(s) set forth on the Survey. To satisfy the requirements hereof, the Commitment shall be accompanied by legible copies of all exceptions to title referred to therein and shall be deemed to include the same. The Title Insurance Policy to be issued pursuant to the Commitment shall contain endorsements stating: (i) that the Property abuts the public street(s) immediately adjacent thereto and has direct and valid full and unrestricted access thereto at the locations designated on the Survey provided by Purchaser and (ii) such other endorsements as Purchaser may reasonably require (the "Endorsements"), provided, however, in the event any such Endorsements shall not be included in the Title Company's standard fee for the Commitment and title insurance policy, then Purchaser shall be responsible for the additional fees in connection with the issuance of such Endorsements. Seller hereby agrees to provide to the Title Company any abstracts of title covering the Property and/or any other form of title evidence it may have obtained, including any former owner's title insurance policy. Purchaser's decision as to whether satisfactory title insurance can be obtained shall be final and shall not be subject to question by Seller. Seller shall cooperate fully with Purchaser in helping Purchaser to eliminate such exceptions from Purchaser's Commitment as Purchaser may desire eliminated, and further, Seller shall cooperate fully with Purchaser to satisfy all requirements of Closing outlined in Purchaser's Commitment.
- (c) **Objections to Title and Survey.** In the event the Commitment reflects that title to the Property is not vested in Seller or if any of the building and/or use restrictions, easements, or covenants of record (the "Permitted Exceptions") would, in Purchaser's reasonable judgment, interfere with Purchaser's intended use of the Property, or if the Survey reflects that title to the Property is not in the condition as described in Section 6(a) above, or if Purchaser has any other objection to title, and Purchaser so notifies Seller in writing of such objection(s) within the time provided in Section 5, then Seller shall have Thirty (30) [insert # of days allowed] from the date Seller is notified in writing of the particular defect(s) claimed by Purchaser, to either: (i) remedy the title defects described in Purchaser's written notification to Seller and obtain and deliver to Purchaser a revised Commitment and/or Survey which reflects that all such defects have been remedied; or (ii) notify the Escrow Agent to promptly refund Purchaser's Deposit in full termination of this Agreement.

7. ENVIRONMENTAL WARRANTY, DISCLOSURES AND INDEMNIFICATION.

- (a) **Environmental.** To the best of Seller's knowledge, there are no areas of the Property where hazardous substances or hazardous wastes, as such terms are defined by applicable Federal, State and local statutes and regulations, have been disposed of, released, or found. No claim has been made against Seller with regard to hazardous substances or wastes as set forth herein and Seller is not aware that any such claim is current or ever has been threatened. Seller shall inform Purchaser, to the best of Seller's knowledge, of any hazardous materials or release of any such materials into the environment, and of the existence of any underground structures or utilities which are, or may be present on the Property.

- (b) **Due Diligence.** Seller shall deliver to Purchaser any documentation (for example; any title evidence, surveys, reports, studies, test results, engineering drawings, permits or tank registrations) in Seller's possession or control which relates to the Property. Within thirty (30) days of the Effective Date, Seller understands that Purchaser requires this information and the information in 7 (a) above to properly evaluate the Property, avoid damaging underground structures and utilities and avoid causing, contributing to or exacerbating the release of a hazardous substance in the course of its investigations. Purchaser shall have the right to conduct a Phase I environmental investigation during the Inspection Period. If further activities are required, Purchaser and Seller shall determine the extent of said activities. Purchaser agrees to pay all of the costs and expenses associated with its investigation and testing and to repair and restore any damage to the Property caused by Purchaser's investigations or testing, at Purchaser's sole expense. Purchaser shall indemnify and hold Seller harmless from all costs, expenses and liabilities arising out of Purchaser's inspection of the Property, including that of Purchaser's employees, agents, consultants, or contractors performing said inspection.

8. CLOSING AND CLOSING ADJUSTMENTS. Closing shall take place at the offices of TBD and Seller shall convey the Property to Purchaser in accordance with the terms hereof at the earlier of: (i) ten days following the expiration of the Inspection Period described in Section 5; or (ii) upon Purchaser's written notification to Seller that all of the requirements set forth in Sections 5, 6 and 7 of this Agreement have been fulfilled to the full satisfaction of Purchaser, unless this Agreement is terminated as otherwise herein provided (such date for Closing and performance being hereinafter sometimes referred to as the "Closing" or "Closing Date").

At Closing, Seller shall deliver to Purchaser a Warranty Deed, subject to the Permitted Exceptions, conveying the Property along with the right to make all permitted land divisions of the Property, under the Michigan Land Division Act, MCL 560.101 *et seq* to Purchaser, to be prepared at Seller's cost. At Closing Seller agrees that it will convey the Property to Purchaser by Warranty Deed containing covenants of title satisfactory to Purchaser, which covenants of title shall state that Seller is seized of the Property in fee simple, and that Seller has bargained, sold and conveyed unto Purchaser and its successors and/or assigns in title the Property in fee simple, and that Seller will warrant and defend title against the claims of all persons or entities. The Warranty Deed shall provide that title to the Property conveyed at Closing shall be marketable and free and clear of any and all liens, mortgages, deeds of trust, security interests, covenants, conditions, restrictions, non-permitted easements, non-permitted rights-of-way, licenses, encroachments, judgments or encumbrances of any kind except: (i) the lien of real estate taxes not yet due and payable; and (ii) any Permitted Exceptions. Should any liens or encumbrances be recorded against the property, Seller shall pay and/or satisfy any such encumbrances simultaneously with the closing and transfer the property in the condition required above. In addition, at Closing Seller shall have the responsibility of paying for the title insurance and all state or county transfer taxes and documentary stamps, if any, occasioned by the conveyance of the Property. The current real estate taxes (i.e. the most recent summer and winter tax bills issued) and assessments, if any, on the Property shall be prorated to the date of the Closing on a "due date" basis. All other assessments, including, but not limited to any special assessments which have become a lien upon the land shall be paid in full by Seller. Seller shall pay all broker's fees or real estate sales commissions, or any similar fees occasioned by the sale of the Property, and Purchaser shall have no obligation or responsibility toward the payment of any such costs. Seller agrees to promptly forward to Purchaser any property tax statements for the Property received by Seller after Closing and if Seller fails to do so, Seller shall be liable for any penalties Purchaser has to pay because of Seller's failure.

9. SELLER'S WARRANTIES, REPRESENTATIONS AND COVENANTS. As an inducement to Purchaser to enter into this Agreement and to purchase the Property, Seller warrants, represents and covenants to Purchaser, as follows:

- (a) **Authority.** Seller: (i) if an entity, is a lawfully constituted entity, duly organized, validly existing, and in good standing under the laws of the State of Michigan or another state; (ii) has the authority and power to enter into this Agreement and to consummate the transactions contemplated herein; and (iii) upon execution hereof will be legally obligated to Purchaser in accordance with the terms and provisions of this Agreement.
- (b) **Title and Characteristics of Property.** Seller, as of the date of execution of this Agreement, owns the Property in fee simple and has marketable and good title of public record and in fact and the Property at Closing shall have the title status as described in Section 6 of this Agreement.
- (c) **Conflicts.** The execution and entry into this Agreement, the execution and delivery of the documents and instruments to be executed and delivered by Seller on the Closing Date, and the performance by Seller of Seller's duties and obligations under this Agreement and of all other acts necessary and appropriate for the full consummation of the purchase and sale of the Property as contemplated herein, are consistent with and not in violation of, and will not create any adverse condition under any contract, agreement or other instrument to which Seller is a party, or any judicial order or judgment of any nature by which Seller is bound. At Closing all necessary and appropriate action will have been taken by Seller authorizing and approving the execution of and entry into this Agreement, the execution and delivery by Seller of the documents and instruments to be executed by Seller at

Closing and the performance by Seller of Seller's duties and obligations under this Agreement and of all other acts necessary and appropriate for the consummation of the purchase and sale of the Property as contemplated herein.

- (d) **Condemnation.** Seller has received no notice of, nor is Seller aware of, any pending, threatened or contemplated action by any governmental authority or agency having the power of eminent domain, which might result in any part of the Property being taken by condemnation or conveyed in lieu thereof.
- (e) **Litigation.** There is no action, suit or proceeding pending or, to Seller's knowledge, threatened by or against or affecting Seller or the Property which does or will involve or affect the Property or title thereto. Seller will defend, indemnify and otherwise hold Purchaser harmless from any and all claims of any person due to, arising out of or relating to the Property, including any and all costs, expenses, and attorneys' fees which Purchaser may incur as a result of Seller's breach of its warranty hereunder. Seller will, promptly upon receiving any such notice or learning of any such contemplated or threatened action, give Purchaser written notice thereof.
- (f) **Assessments and Taxes.** No assessments have been made against any portion of the Property which are unpaid (except ad valorem taxes for the current year), whether or not they have become liens, and Seller shall notify Purchaser of any such assessments which are brought to Seller's attention after the execution of this Agreement. Seller will pay or cause to be paid promptly all city, state and county ad valorem taxes and similar taxes and assessments, all sewer and water charges and all other governmental charges levied or imposed upon or assessed against the Property and due on or prior to the Closing Date.
- (g) **Boundaries.** (i) There is no dispute involving or concerning the location of the lines and corners of the Property; (ii) to Seller's knowledge there are no encroachments on the Property and no portion of the Property is located within any "Special Flood Hazard Area" designated by the United States Department of Housing and Urban Development and/or Federal Emergency Management Agency, or in any area similarly designated by any agency or other governmental authority; and (iii) no portion of the Property is located within a watershed area imposing restrictions upon use of the Property or any part thereof.
- (h) **No Violations.** Seller has received no notice there are any violations of state or federal laws, municipal, or county ordinances, or other legal requirements with respect to the Property, including those violations referenced in Paragraph 7 above. Seller has received no notice (oral or written) that any municipality or governmental or quasi-governmental authority has determined that there are such violations. In the event Seller receives notice of any such violations affecting the Property prior to the Closing, Seller shall promptly notify Purchaser thereof, and shall promptly and diligently defend any prosecution thereof and take any and all necessary actions to eliminate said violations.
- (i) **Foreign Ownership.** Seller is not a "foreign person" as that term is defined in the U. S. Internal Revenue Code of 1986, as amended, and the regulations promulgated pursuant thereto, and Purchaser has no obligation under Section 1445 of the U. S. Internal Revenue Code of 1986, as amended, to withhold and pay over to the U. S. Internal Revenue Service any part of the "amount realized" by Seller in the transaction contemplated hereby (as such term is defined in the regulations issued under said Section 1445).
- (j) **Prior Options.** No prior options or rights of first refusal have been granted by Seller to any third parties to purchase or lease any interest in the Property, or any part thereof, which are effective as of the execution date.
- (k) **Mechanics and Materialmen.** On the Closing Date, Seller will not be indebted to any contractor, laborer, mechanic, materialmen, architect, or engineer for work, labor or services performed or rendered, or for materials supplied or furnished, in connection with the Property for which any person could claim a lien against the Property and shall not have done any work on the Property within one hundred twenty (120) days prior to the Closing Date.

10. PURCHASER'S WARRANTIES, REPRESENTATIONS AND COVENANTS

- (a) **Authority** Purchaser: (i) if an entity, is a lawfully constituted entity, duly organized, validly existing, and in good standing under the laws of the State of Michigan or another state; (ii) has the authority and power to enter into this Agreement and to consummate the transactions contemplated herein; and (iii) upon execution hereof will be legally obligated to Seller in accordance with the terms and provisions of this Agreement.
- (b) **Conflicts.** The execution and entry into this Agreement, the execution and delivery of the documents and instruments to be executed and delivered by Purchaser on the Closing Date, and the performance by Purchaser of Purchaser's duties and obligations under this Agreement and of all other acts necessary and appropriate for the full consummation of the purchase and sale of the Property as contemplated herein, are consistent with and not in violation of, and will not create any adverse condition under any contract, agreement or other instrument to which Purchaser is a party, or any judicial order or judgment of any nature by which Purchaser is bound. At Closing all necessary and appropriate action will have been taken by Purchaser authorizing and approving the execution of and entry into this Agreement, the execution and delivery by Purchaser of the documents and instruments to be executed by Purchaser at Closing and the performance by

Purchaser of Purchaser's duties and obligations under this Agreement and of all other acts necessary and appropriate for the consummation of the purchase and sale of the Property as contemplated herein.

11. DAMAGE TO PROPERTY. If between the Effective Date of this Agreement and the Closing Date, all or any part of the Property is damaged by fire or natural elements or other causes beyond the Seller's control, which cannot be repaired prior to the Closing Date, or any part of the Property is taken pursuant to any power of eminent domain, Seller shall immediately notify Purchaser of such occurrence, and Purchaser may terminate this Agreement with written notice to Seller within fifteen (15) days after the date of damage or taking. If Purchaser does not elect to terminate this Agreement, there shall be no reduction of the purchase price and Seller shall assign to Purchaser whatever rights Seller may have with respect to any insurance proceeds or eminent domain award at Closing.

12. SELLER'S CLOSING OBLIGATIONS. At Closing, Seller shall deliver the following to Purchaser:

- (a) The Warranty Deed, Land Contract or Assignment of Land Contract required by Section 3 of this Agreement.
- (b) A bill of sale for any Personal Property and/or Improvements.
- (c) A written assignment by Seller of Seller's interest in all leases and a transfer to Purchaser of all security deposits, accompanied by the original or a true copy of each lease.
- (d) An assignment of all Seller's rights under any service contracts described herein, which are assignable by their terms and which Purchaser wishes to assume, together with an original or true copy of each service assigned.
- (e) A notice to any tenants advising the tenants of the sale and directing that future payments be made to Purchaser.
- (f) Any other documents required by this Agreement to be delivered by Seller.
- (g) An accounting of operating expenses including, but not limited to: common area maintenance statements, property tax statements, insurance binder and/or policy, a schedule of rents collected in advance or arrears, and an accurate allocation between the parties of the same pursuant to the terms herein.
- (h) Other: _____

13. PURCHASER'S CLOSING OBLIGATIONS. At closing, Purchaser shall deliver to Seller the following:

- (a) The cash portion of the purchase price specified in Section 3 above shall be paid by cashier's check or other immediately available funds, as adjusted by the apportionments and assignments in accordance with this Agreement.
- (b) A written assumption by Purchaser of the obligations of Seller under the leases arising after closing, including an acknowledgement of the receipt of all security deposits.
- (c) Any other documents required by this Agreement to be delivery by Purchaser.
- (d) Other: _____

14. SECTION 1031 TAX-DEFERRED EXCHANGES. Upon either party's request, the other party shall cooperate and reasonably assist the requesting party in structuring the purchase and sale contemplated by this Agreement as part of a tax deferred, like-kind exchange under Section 1031 of the Internal Revenue Code of 1986, as amended; provided, however, that in connection therewith, the non-requesting party shall not be required to: (a) incur any additional costs or expenses; (b) take legal title to additional real property (i.e., the requesting parties' "replacement property" or "relinquished property"); or (c) agree to delay the Closing. However, should both parties wish to complete a tax-deferred exchange, the parties will each incur their own additional expenses related to their exchange and shall split any common costs which will benefit both parties by such a division.

15. NOTICES. Unless otherwise stated in this Agreement, a notice required or permitted by this Agreement shall be sufficient if in writing and either delivered personally or by certified or express mail addressed to the parties at their addresses specified in the preamble of this Agreement, and any notices given by mail shall be deemed to have been given as of the date of the postmark. Copies of all notices shall be made as follows:

If to Purchaser:

Name:	Allegan County Community Foundation
Address:	113 Locust St
Address:	Allegan, MI 49010

Telephone:	
Facsimile:	
Email:	

With copy to:

Name:	
Address:	
Address:	
Telephone:	
Facsimile:	
Email:	

If to Seller:

Name:	City of Allegan
Address:	XXXXXXXXX 231 Trowbridge St
Address:	Allegan, MI 49010
Telephone:	
Facsimile:	
Email:	



With copy to:

Name:	
Address:	
Address:	
Telephone:	
Facsimile:	
Email:	

16. ADDITIONAL ACTS. Purchaser and Seller agree to execute and deliver such additional documents and perform such additional acts as may become necessary to effectuate the transfers contemplated by this Agreement.

17. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties with respect to the sale of the Property. All contemporaneous or prior negotiations have been merged into this Agreement. This Agreement may be modified or amended only by written instrument signed by the parties of this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, without regard to its conflict of laws principles. For purposes of this Agreement, the phrase "Effective Date" shall be the last date upon which this Agreement becomes fully executed, including any counter proposals or amendments counter-signed by the opposing party.

18. ADVICE OF COUNSEL. All parties involved in a real estate transaction should seek the advice of legal counsel before entering into any agreement; to determine the marketability of title; understand possible tax consequences; to ascertain that the terms of the sale are adhered to before the transaction is closed; and to obtain advice with respect to all notices related to this Agreement. Purchaser and Seller acknowledge the importance for advice to counsel and acknowledge that Broker is not an attorney and does not provide legal advice and shall not be responsible for any loss or damage resulting from the preparation of this Agreement or any addenda thereto.

19. BROKERAGE FEE. Purchaser and Seller each acknowledge that: (i) Purchaser's real estate agent is Carol Sneller/Sneller Real Estate and is acting as: an agent of the Purchaser; or an agent of the Seller; or as a disclosed transaction coordinator, with written, informed consent of both Purchaser and Seller; and (ii) Seller's real estate agent is Ben Otis/Weichert Realtors and is acting as: an agent of the Seller; or an agent of the Purchaser; or as a disclosed transaction coordinator, with written, informed consent of both Purchaser and Seller.

Seller agrees to pay the real estate broker(s) involved in this transaction a brokerage fee as specified in a commission or listing agreement, or as provided in a subsequent agreement between the parties. In the event no such agreement exists, Seller agrees to pay a brokerage fee equivalent to \$See item #35 promptly at and subject only to closing. Unless otherwise previously agreed, the parties agree that the brokerage fee may be shared between the parties' brokerage agents, in such amount as the recipients may decide. The parties acknowledge that other than the parties' real estate agents

disclosed herein, no other real estate brokers, salespersons, or agents are involved in this transaction and the parties hereby indemnify and hold each other harmless from any and all such claims for brokerage fees.

20. DEFAULT.

- (a) **Seller's Default.** If the sale and purchase of the Property contemplated by this Agreement is not consummated on account of Seller's default or failure to perform hereunder, Purchaser may, at Purchaser's option and as its sole remedy, elect to either: (i) specifically enforce the terms hereof; or (ii) demand and be entitled to an immediate refund of the Deposit, in which case this Agreement shall terminate in full.
- (b) **Purchaser's Default.** If the sale and purchase of the Property contemplated by this Agreement is not consummated on account of Purchaser's default hereunder, Seller shall be entitled, as its sole and exclusive remedy hereunder, to receipt of the Deposit amount as full and complete liquidated damages for such default of Purchaser, the parties hereby acknowledge that it is impossible to estimate more precisely the damages which might be suffered by Seller upon Purchaser's default of this Agreement or any duty arising in connection or relating herewith. Seller's entitlement to and receipt of the Deposit is intended not as a penalty, but as full and complete liquidated damages. The right to retain such sums as full liquidated damages is Seller's sole and exclusive remedy in the event of default or failure to perform hereunder by Purchaser, and Seller hereby waives and releases any right to (and hereby covenants that it shall not) sue Purchaser for any claims, injury or loss arising from or in connection with this Agreement, including without limitation: (i) for specific performance of this Agreement; or (ii) to recover any damages in excess of such liquidated damages.

21. INCENTIVES. Purchaser shall have the exclusive right to seek and obtain any federal, state or other governmental approval or quasi-governmental environmental or tax incentives, inducements, allowances or similar benefits (by way of example, and not in limitation of the foregoing, any Brownfield classification or any Brownfield tax and/or grant reimbursements) with respect to the Property, and Purchaser's right to do so shall take precedence over any such right of Seller with respect to the Property in the event such incentives, inducements, allowances or similar benefits may only be sought by one party. Seller shall reasonably cooperate and provide all necessary information and approvals to facilitate the same.

22. WAIVER. The failure to enforce any particular provision of this Agreement on any particular occasion shall not be deemed a waiver by either party of any of its rights hereunder, nor shall it be deemed to be a waiver of subsequent or continuing breaches of that provision, unless such waiver be expressed in a writing signed by the party to be bound.

23. DATE FOR PERFORMANCE. If the time period by which any right, option or election provided under this Agreement must be exercised, or by which any act required hereunder must be performed, or by which the Closing must be held, expires on a Saturday, Sunday or legal or bank holiday, then such time period will be automatically extended through the close of business on the next following business day.

24. FURTHER ASSURANCES. The parties agree that they will each take such steps and execute such documents as may be reasonably required by the other party or parties to carry out the intent and purposes of this Agreement.

25. SEVERABILITY. In the event any provision or portion of this Agreement is held by any court of competent jurisdiction to be invalid or unenforceable, such holding will not affect the remainder hereof, and the remaining provisions shall continue in full force and effect to the same extent as would have been the case had such invalid or unenforceable provision or portion never been a part hereof.

26. CUMULATIVE REMEDIES. The rights, privileges and remedies granted by Seller to Purchaser hereunder shall be deemed to be cumulative and may be exercised by Purchaser at its discretion. In the event of any conflict or apparent conflict between any such rights, privileges or remedies, Seller expressly agrees that Purchaser shall have the right to choose to enforce any or all such rights, privileges or remedies.

27. AUTHORITY. The undersigned officers of Seller and Purchaser, if an entity, hereby represent, covenant and warrant that all actions necessary by their respective Shareholders, Members, Partners, Boards of Directors, or other corporate entity authority will have been obtained and that they will have been specifically authorized to enter into this Agreement and that no additional action will be necessary by them in order to make this Agreement legally binding upon them in all respects. Purchaser and Seller covenant to provide written evidence of compliance with this Section (27) prior to or on the Closing Date.

28. SUCCESSORS AND ASSIGNS. The designation Seller and Purchaser as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

29. NOTICE OF CONTACT WITH THIRD PARTIES. During the pendency of this Agreement, Seller may discuss with, or receive the submission of proposals or offers from a third party or entity relating to the purchase of the Property. In the event

Seller should receive such a proposal, Seller shall promptly notify Purchaser in writing of same and, further, advise any such third party or entity of the existence of this Agreement and, if necessary, make a copy of this Agreement available to any such third party or entity with all monetary terms, dates and conditions redacted and blocked from view.

30. ENTIRE AGREEMENT. This Agreement constitutes the entire Agreement between the parties and shall become a binding and enforceable Agreement among the parties hereto upon the full and complete execution and unconditional delivery of this Agreement by all parties hereto. No prior verbal or written Agreement shall survive the execution of this Agreement. In the event of an alteration of this Agreement, the alteration shall be in writing and shall be signed by all the parties in order for the same to be binding upon the parties.

31. RELATIONSHIP OF THE PARTIES. Nothing contained herein shall be construed or interpreted as creating a partnership or joint venture between the parties. It is understood that the relationship is of arms length and shall at all times be and remain that of Purchaser and Seller.

32. RECORDING. This Agreement shall not be recorded by either party or any of their representatives.

33. CONFIDENTIALITY. Subject to all other terms of this Agreement, each party agrees to maintain this Agreement and the information in this Agreement as confidential, and each will not disclose such information to any other person without the prior written consent of the other party. However, a party may disclose such confidential information to its legal counsel, to such party's real estate broker, salesperson, or agent, to other professional advisors or agents of the party, and as required by law or legal process.

34. COUNTERPARTS. This Agreement may be executed in counterpart originals, and facsimile or electronic signatures shall be considered as originals, each of which when duly executed and delivered shall be deemed an original and all of which when taken together shall constitute one instrument.

35. OTHER PROVISIONS. In addition to the provisions outlined above, the following additional provisions shall apply to the transaction as contemplated herein.

Seller to pay Buyers Agent commission of 3% of Sales price.

Seller to review and acknowledge Exhibit C Explanation of Offer from Buyer.

If possible Buyer requests Seller to respond by July 25, 2019 5:00 p.m.

Purchaser's Acknowledgement of Offer:

By signing below, Purchaser acknowledges having read and received a copy of this Purchase Agreement.

For Purchaser:

Witnesses:

By: Theresa Bray dotloop verified
07/24/19 7:54 AM EDT
N3VU-D3MI-GZOW-OLSZ

[Signature box]

Its: _____

By: [Signature box]

Carol Sueller dotloop verified
07/23/19 6:17 PM EDT
APVE-G4SZ-H4LO-8MBV

Its: _____

Seller's Acceptance:

Seller accepts this Agreement on this 26th day of July, 2019 at _____ (AM/PM) with the following conditions:

- 1. Purchase Price to be \$150,000
- 2. Sale subject to approval by the City Council of Allegan in accordance with the City Charter.
- 3. Any/all inspection/investigation periods shall begin on the calendar day following approval of this agreement by City Council of Allegan.
- 4. Listing Brokerage agrees to accept a total commission payment of \$1.00.
- 5. Seller shall not pay Buyer's Agent commission and any commission owed shall be the full responsibility of the Buyer.

_____ ; or without qualification.

By signing below, Seller acknowledges having read and received a copy of this Agreement. If this Agreement is signed by Seller without any modification, the acceptance date stated herein shall be the Effective Date of the Agreement.

If additional conditions are stipulated herein, Seller gives Purchaser until the 29th of July, 2019, at 5:00 (AM/PM) to provide its written acceptance of the counter conditions stated herein.

For Seller:

Witnesses:

By: Joel Dye

[Signature]

Its: Joel Dye, City Manager, City of Allegan

By: [Signature box]

[Signature box]

Its: _____

Purchaser's Acknowledgment of Seller's of Acceptance:

Purchaser acknowledges receipt of Seller's acceptance of Purchaser's offer. If the acceptance was subject to changes from Purchaser's offer, Purchaser agrees to accept those changes, with all other terms and conditions remaining unchanged. If this Agreement is signed by Purchaser without any modification, then the date stated as Purchase's Receipt of Acceptance shall then becomes the Effective Date of this Agreement.

Seller has accepted this Agreement on this _____ day of _____, 20____, at _____ (AM/PM)

For Purchaser:

Witnesses:

By: Theresa M. Pomey Carol Miller
 CEO/Executive Director
 Its: Allegheny County Comm Foundation

By: _____

Its: _____

Exhibits:

The following exhibits are attached hereto and shall become part of this Agreement by reference

Exhibit Name	Exhibit Description	Provided By (Purchase or Seller)	Attached By (Date)
Exhibit A	Property Survey and/or Legal Description	Seller	
Exhibit B	Personal Property	Seller	
Exhibit C	Explanation of Purchase	Buyer	07/09/2019
Exhibit D	Addm to Purchase	Buyer	7/29/2019
Exhibit E			
Exhibit F			
Exhibit G			

F:\docs\CBOR\ID-Commercial Purchase Agreement 2.doc

Exhibit C

July 01, 2019

Allegan County Community Foundation
Purchase Offer for 112 Locust Street, Allegan MI

It is our desire to secure a permanent location for the Foundation offices. Established in 1965, the Foundation's growth necessitates a space that can accommodate continued growth into the future. 112 Locust Street appears to be a good fit for the current and future needs of the Foundation.

As a non-profit, we are beholden to our donors and outstanding stewardship is paramount. In the most simple of terms, every dollar not spent on overhead is awarded as a grant to a local non-profit. Hence, the original request to accept a \$1 offer for the property.

After reviewing the inspection report (provided by Kugelard Construction), we are aware of the following current needs for 112 Locust:

Roof: 20+ years old – life expectancy of 5 years ---- cost of \$15,000 to replace
HVAC: both systems are 16-18 years old ----- cost to replace \$25,000 (estimated)
Asbestos removal: pipe wrap around boiler line in basement plus flooring: \$3,500+
Repairing and replacing ceiling tiles from previous roof leaks: \$1,500
Repairing leaky front windows: \$2,100+
Miscellaneous repairs and upgrades: \$5,000 - \$7,000

We ask that the following be taken into consideration when considering our offer:

The ACCF has been a fixture in Allegan since 1965. Nearly \$8M has been invested as grants to the non-profit sector. Plus, an additional \$2M invested in the youth of Allegan County as scholarships. Utilizing the classic business structure of a community foundation, our presence in Allegan County is permanent and investments like the above will repeat in perpetuity.

The ACCF has been pivotal as a community convener, drawing leaders from throughout the county to act as outstanding stewards of assets made possible by thousands of charitably minded donors.

Introducing more than 200 youth leaders to philanthropy via the TAG Team has created opportunities otherwise unavailable to middle and high school students: an in-depth exploration of the finances, services, programs, and opportunities provided by the non-profit sector; critical decision-making skills are taught and honed through the grant review process; and the responsibility of having their own scholarship fund to recognize outstanding community service engagement of their peers serves as an introduction to lifetime community service and charitable giving.



As a local business with roots spanning more than five decades, we are aligned with the vision set forth by the City Council: make the City of Allegan a destination by growing the retail sector and enhancing the opportunities to 'experience' Allegan. Moving to 112 Locust would open up the prime retail location at 113 Locust, where we currently reside. Having said that, we are fully committed to honoring our lease agreement with Brady Management for the remaining two years at a cost of \$52,000. We are hopeful the space can be home to another exciting business opportunity alleviating the ACCF of its financial commitment.

In light of the repairs and updates necessary, the remaining lease commitment, our desire to support the vision for downtown Allegan, and our value to the community – past, present and future – we ask that you consider a cash offer of \$75,000 for 112 Locust Street. With a purchase price of \$75k and our commitment to bring the building up to code with an additional \$60k in improvements, along with the \$52k financial obligation to our lease at 113 Locust, this transition will require a total investment of \$187k from the Allegan County Community Foundation.

Respectfully,

The ACCF Board of Trustees
President, Kaylani Rubley
Vice President, Laree Waanders
Treasurer, Steve Angle
Secretary, Jodi White
Director, Rob Marciniak
Director, David Balas
Director, Bob Hennip
Director, Bill Brown
Director, Brian Marr
Director, Tim Bathchelor
Director, Ricardo Bazan
Director, Lisa Banas





ADDENDUM TO AUTHORIZED BUY & SELL AGREEMENT OF THE GREATER KALAMAZOO ASSOCIATION OF REALTORS®



DATE 07/27/2019

Form #: Exhibit D

THIS ADDENDUM is attached to and made a part of Buy & Sell Agreement # 112PA between the undersigned parties dated 07/23/2019, covering The Property located at 112 Locust Street, Allegan, MI 49010 (Address or Legal Description).

Terms/Conditions are modified as follows:

All Terms Accepted with the following Modifications/Conditions:

- 1. Following Allegan City Council meeting/approval scheduled for August 26, 2019, Closing to be no later than September 9, 2019.
- 2. Immediate Possession to be at Close.
- 3. Buyers ability to obtain access to building for contractor bids as soon as City Staff has vacated the building.

Except as provided above, all of the terms and conditions of the Agreement shall remain in full force and effect.

Buyer: Theresa M. Bray Seller: _____

Buyer: _____ Seller: _____

6501

ALLEGAN COUNTY COMMUNITY FOUNDATION

INVOICE NUMBER	DATE	DESCRIPTION	AMOUNT	DISCOUNT	NET AMOUNT

6501

ALLEGAN COUNTY COMMUNITY FOUNDATION

INVOICE NUMBER	DATE	DESCRIPTION	AMOUNT	DISCOUNT	NET AMOUNT
	7.29.19	EARNEST DEPOSIT			\$ 500.00

ALLEGAN COUNTY COMMUNITY FOUNDATION
 113 LOCUST STREET
 PO BOX 278
 ALLEGAN, MI 49010
 (269) 673-8344

CHEMICAL BANK
 74-1001/724

7.29.19
 CHECK DATE

6501

CHECK NO.

\$ 500.00

CHECK AMOUNT

PAY FIVE HUNDRED AND 00/100

TO THE ORDER OF
 SNELLER REAL ESTATE

Theresa M. Brucey
 AUTHORIZED SIGNATURE MP

⑈006501⑈ ⑆072410013⑆ 1290019253⑈

Weichert Realtors Platinum Group
3061 Macatawa Drive
Suite D
Grandville, MI 49418

Escrow Officer: Amy Jacobs

Title No.: 283825LKS
Date: 08/27/2019

SELLER'S SETTLEMENT STATEMENT

Seller: City of Allegan, Michigan, a municipal corporation
231 Trowbridge Street
Allegan, MI 49010

Purchaser: Allegan County Community Foundation
113 Locust Street
Allegan, MI 49010

Property Address: Allegan Original Plat, Lot 267 & 268 pt, Allegan County
112 Locust St
Allegan, MI 49010

	Debits	Credits
Contract Sales Price		\$150,000.00
Listing Agent Commission to Weichert Realtors Platinum Group	\$1.00	
Settlement or closing fee to Transnation Title Agency of Michigan	\$300.00	
Title insurance to Transnation Title Agency of Michigan	\$925.75	
Sub-totals	\$1,226.75	\$150,000.00
Balance Due To Seller		\$148,773.25

The above figures do not include sales or use taxes on personal property.

APPROVED AND ACCEPTED

City of Allegan, Michigan, a
municipal corporation

By: Joel Dye, Manager



CITY OF ALLEGAN
Economic Development Corporation/Brownfield Redevelopment Authority
Griswold Auditorium
401 Hubbard Street Allegan MI 49010
Wednesday, August 7, 2019
12:00pm

I. Call to Order

Meeting was called to order at 12:00pm.

II. Attendance

Present: Chair Lovedia Stap, Vice Chair Craig VanMelle, Tim Perrigo, Mike Kiella, and Kim Munn

Absent: Mike Manning and Mike Walsh

Others Present: Jordan Meagher, Community Development Coordinator, Joel Dye, City Manager, Tony McGhee, Abonmarche, Sarah Perrigo, Intern

III. Approval of the Previous Minutes

Mike Kiella, supported by Tim Perrigo, made a motion to approve the minutes from the previous meeting on June 5, 2019. Motion carried 7-0.

IV. Public Comment

None were heard.

V. Discussion

1. Economic Development Plan Update

As previously discussed, as a Redevelopment Ready Community, the City must maintain an updated Economic Development Strategy Plan. This five year plan has expired for the City of Allegan, so an updated plan must be produced.

Staff provided an update regarding the Economic Development Plan Steering Committee's first meeting, which consisted of approving a planning outline, along with beginning to collect data to create a snapshot of Allegan's current economy. Once all necessary data is collected, the committee will draw conclusions as it relates to the City's strengths, weaknesses, opportunities, and threats. This will then lead to presenting the EDC's goals for the community, along with action steps that can be taken by staff to

begin working towards each of these goals.

The committee will continue to meet on a weekly or sometimes bi-weekly basis and hope to produce a final report within the next six months.

2. Downtown Allegan Market Study Discussion

As a state certified Redevelopment Ready Community, the City of Allegan has received two grants from the MEDC to be used towards development in Downtown Allegan. One of these grants has come in the form of a downtown market study, which will provide the City and the State with information on which types of downtown businesses are needed in Allegan, along with which types of businesses are projected to be the most successful in Allegan. This study is being performed by Gibbs Planning Group, which is a firm that has produced market study reports for cities and private developments of all sizes across the United States, including Holland, Grand Rapids, Chicago, Houston, and Disney.

The second grant that the MEDC is providing the City is a \$100,000 predevelopment services grant to be used towards Architectural and Engineering plan development for 101 Brady Street. To receive the funds, the City must agree to becoming owners of the plan once they are produced.

VI. Member and Staff Comments

The EDC discussed the Allegan City Dam feasibility report, and staff mentioned that a community meeting to discuss the dam would be taking place that night at 6:00pm at City Hall.

VII. Adjournment

The meeting was adjourned at 1:00pm

Respectfully Submitted,

**Jordan Meagher
Community Development Coordinator**



**HISTORIC DISTRICT COMMISSION
Allegan City Hall
231 Trowbridge Street
Allegan MI 49010
August 8, 2019**

- I. Call to Order by Jill Bentley at 7:00pm
- II. Attendance

PRESENT: Jill Bentley, Traci Perrigo, Rob Way, Cassandra Seelhoff, Eddie Quinones-Walker, Brad Burke
ABSENT: Mike Morton
TARDY: None
STAFF: Lori Castello- PCI

- III. Approval of the Previous Meeting Minutes

Rob Way, supported by Eddie Quinones-Walker, made a motion to add applications for 116 Locust Street and 326 Cutler Street to the agenda. Motion passed 6-0.

Brad Burke, supported by Traci Perrigo, made a motion to approve the minutes from the July 1, 2019 meeting. Motion carried 6-0.

- IV. Public Comment

A member of the public had asked the Commission if there was any grant funding available for renovation projects for historic homes.

- V. Applications

1. 136 Delano Street

Applicants were requesting to construct additional fencing at their property. The type of fencing being proposed is not listed in the HDC Guidelines, so a review by the HDC must be made.

Traci Perrigo, supported by Brad Burke, made a motion to approve the proposed fencing type and placement based on Secretary of Interior Standards 1, 2, 8, 9, 10, and City of Allegan Historic Standards 11, 12, 14, 15, 16, and 17. Motion carried 6-0.

RESULT:	Approved (UNANIMOUS)
MOVER:	Traci Perrigo
SECONDER:	Brad Burke
YEAS:	Bentley, Burke, Perrigo, Seelhoff, Way, Quinones-Walker

2. 116 Locust Street

Applicant was requesting approval for a new awning and signage to be placed on her building. The new awning will be black and will display the business’s logo (Board & Brush Creative Studio). Decals with this logo will also be placed on the front door and windows.

Cassandra Seelhoff, supported by Eddie Quinones-Walker, made a motion to approve the application as presented, based on the Secretary of Interior Standards 1, 2, 8, 9, 10, and City of Allegan Historic Standards 11, 12, 13, 14, 15, 16, and 17. Motion carried 6-0.

RESULT:	Approved (UNANIMOUS)
MOVER:	Cassandra Seelhoff
SECONDER:	Eddie Quinones-Walker
YEAS:	Bentley, Perrigo, Seelhoff, Way, Quinones-Walker, Burke

3. 326 Cutler Street

Commissioner Eddie Quinones-Walker presented application for a demolition and reconstruction of a deck on the rear of his property. The deck is not visible from any street, and would be rebuilt to match the original structure with pressure treated wood.

Rob Way, supported by Traci Perrigo, made a motion to approve the proposed deck demolition and rebuild based on Secretary of Interior Standards 1-10 and City of Allegan Historic Standards 11-17. Motion carried 5-0. Quinones-Walker abstained.

RESULT:	Approved (UNANIMOUS)
MOVER:	Rob Way
SECONDER:	Traci Perrigo
YEAS:	Bentley, Perrigo, Seelhoff, Way, Burke

VI. Staff Approvals

No applications were approved by staff since the last meeting.

VII. Other Business

X. Staff/Commission Comment

XI. Adjournment

Meeting was adjourned at 7:40 pm.

Respectfully Submitted

Jordan Meagher
Community Development Coordinator



City of Allegan
Downtown Development Authority Meeting
City of Allegan Council Chambers
231 Trowbridge Street
Allegan, MI 49010

August 14, 2019

I. Call to Order

Meeting was called to order at 8:00am.

III. Attendance

Present: Chair Ryan Deery, Tracy Clawson, Rachel McKenzie, Landria Christman, Kelly McLean, Roger Bird, Carl Canales, Marcia Wagner, Mike Villar

Absent: Nicole Richmond

Others Present: Jordan Meagher, Community Development Coordinator, Joel Dye, City Manager, Parker Johnson, Promotions Coordinator, Aaron Haskin, DPW Director, Sarah Perrigo, Intern

III. Approval of Previous Meeting Minutes

Motion to approve the previous minutes from July 10, 2019, by Tracy Clawson, supported by Ryan Deery. Motion carried 8-0. Rachel McKenzie abstained due to absence from past meeting.

IV. Public Comment

None.

V. FY19/20 Year to Date DDA Budget Review

The DDA reviewed and accepted the FY19/20 Year to Date Budget update.

VI. Discussion

1. Commercial Parking for Downtown Businesses

At their last meeting, the Downtown Development Authority discussed potential rules and regulations for downtown residents as a component of the Downtown Plan. At this meeting, the Downtown Development Authority discussed potential overnight downtown parking regulations for businesses that may require overnight parking for

commercial vehicles that directly relate to their everyday business operations, such as Myers Bumper to Bumper, Community Action Agency, and the Sassy Olive.

Staff has been working to put together an inventory of such commercial vehicles in order to determine the number of vehicles utilizing public lots, as well as the number of parking spaces needed to store these vehicles, and the frequency that these vehicles park Downtown overnight. This inventory will be available for the DDA to review and discuss at their next meeting in September.

Along with Downtown Commercial Vehicles, downtown overnight parking during the winter months was also discussed by the DDA. City Manager Joel Dye and Community Development Coordinator Jordan Meagher had met with the City's Police Chief, Jay Gibson, and DPW Director, Aaron Haskin, to discuss a parking ordinance for the City. In their discussion, it was advised by the Police Chief and DPW Director that the DDA move away from the plan to have cars park in rotating lots during the winter months to allow for snow plows to come through, and instead allow overnight parkers to park in any space or lot, but with an understanding that a personal responsibility will be placed onto each individual to get themselves out of their parking space, instead of placing the responsibility on the City to clear each space.

After some discussion, the DDA reached a general consensus that the responsibility for getting out of each parking space should be placed on the individual, and that the ordinance should be written accordingly.

2. Allegan City Dam Discussion

City Manager Joel Dye and DPW Director Aaron Haskin introduced to the DDA that the City has been working with a number of state and federal agencies to create a plan regarding the future of the Allegan City Dam, which is located within the DDA Boundary in the City's Mill District. The EPA has declared the Dam to be part of the Kalamazoo River Superfund Site, and as a part of this site's cleanup process, the City must make a decision as to whether they would like to keep the dam, partially remove the dam, or fully remove the dam. Staff suggested that the DDA begin familiarizing themselves with the feasibility reports so that they can make a future recommendation to City Council if needed.

VII. DDA Member/Staff Comments

None.

VIII. Adjournment

The meeting was adjourned at 9:07am.

Respectfully Submitted,

**Jordan Meagher
Community Development Coordinator**



**CITY OF ALLEGAN
Public Spaces Commission
Allegan, MI 49010**

**Allegan City Hall
231 Trowbridge Street
Allegan MI 49010
Wednesday, August 14, 2019 6:30pm**

MINUTES

1. Call to order: Chairperson McCall called the meeting to order at 6:30 pm.
2. Attendance: Judi McCall, Delora Andrus, Rosie Hunter, Paula Mintek, Mike Manning, Landria Christman, Cyndi Reed, Pete Savage

Also present: Joel Dye, Aaron Haskin, Parker Johnson
3. Approval of Minutes from July 18, 2019: Paula motioned, supported by Delora, to approve the minutes with the following amendment. Discussion Item # 7 “Paula suggested the banners should be promoting events in and around Allegan as opposed to promotion only for the organization.” The minutes were approved with the amendment and the minutes were updated to reflect the change.
4. Public Comment: CJ Jesnek the owner of On the Grid Restaurant would like to paint an angel wing mural on the side of the restaurant and asked about the rules and policies in the City. Paula stated the City has not spelled out a specific procedure for murals. Landria and Paula would like the Public Spaces Commission to see a mock-up of the mural before the painting begins. Mike thinks it is interesting that CJ would like to do an interactive mural where people could take pictures with the wings in the background. Joel suggested hitting pause on mural reviews/discussion at this time because there is nothing in the City’s ordinance regulating them right now. He would like to develop a defined process for reviewing murals and giving a recommendation on them. Cyndi Reed stated it would be good to have a review and approval process in place, and she recommended keeping the ordinance simple.

Landria, supported by Mike, made a motion to direct staff to develop an ordinance for mural policies, mural review and approval criteria. The motion passed.
5. Allegan City Dam Removal Discussion: Joel explained the decision the City Council has been asked to make regarding whether to remove the dam, keep the dam, or do a partial removal of the dam. State and Federal agencies would like a decision made on the dam by March of 2020, so the

plans for the Superfund Cleanup can be created accordingly. The MDNR funded a concept and feasibility study depicting what the river could potentially look like with the three options. The full study is on the City of Allegan's website. Several public meetings have occurred to discuss the dam and hear public comments about the options. The next public meeting will be held at Allegan City Hall on August 28 at 6:00 pm. Joel discussed the motion made at the August 12 City Council meeting to put the dam decision on an upcoming election ballot for the public to decide on what they would like to do with the dam. The City's attorney was consulted on the motion and Joel was informed that the decision to put this item on an election ballot the City Council will have to have a minimum of 4 yes votes. The City's attorney also provided information based on case law that the City Council does not have the authority to put this item to a public vote. City Council will be discussing this at their upcoming meetings. Rosie stated dams were removed along the Pigeon River and the area doesn't look very appealing. Mike stated the dam removal is final and the City must be careful with this decision. Landria stated people talk about what they going to lose vs. what there is to gain. She feels there is more to gain with the dam removed than we will lose. Judi said her biggest fear is the unknown and what the final outcome will really look like if the dam is removed. Rachel McKenzie was in the audience and suggested doing some online research about dams or watching some dam removal documentaries; she said there is a lot of good information out there.

6. Cemetery Headstone Decorations: Judi stated the subcommittee to discuss this item will be meeting in September to discuss. Pete shared a photo of cemetery fountain pieces that were located in the cemetery chapel.
7. Blessed Sacrament Section of the Cemetery: The Commission discussed the Church's request to purchase additional cemetery property for Catholic burials. The cemetery has limited space for burials and should public cemetery property be sold for the use of one religion. Mike wanted it noted that the City recently sold a section of cemetery property for a commercial business and stated maybe that was a mistake. Cyndi Reed stated she doesn't think public property should be sold for one religion's use only. Landria Christman stated she doesn't think the property should be sold. Judi McCall stated she is not in favor of selling cemetery property. Delora Andrus stated we shouldn't sell cemetery property. Mike Manning is in favor of selling property to the Blessed Sacrament Church. Pete Savage stated he has no problem with selling the Church additional property. Paula Mintek stated she is in favor of selling the Church ½ of the property they have requested. Rosie abstained from comment due to her affiliation with the Catholic Church.
8. M89/Hubbard Street Banners: This item was tabled until the next meeting.
9. Adjournment: Cyndi, supported by Delora motioned to adjourn the meeting at 8:32 pm.

The minutes of this meeting will be available at City Hall, 231 Trowbridge Street, Allegan MI 49010 (269) 673-5511.

The City of Allegan is an equal opportunity provider and employer.



**City of Allegan
Planning Commission Meeting
Monday, August 19, 2019
Allegan City Hall Council Chambers
231 Trowbridge Street Allegan MI 49010**

MINUTES

1) Call to Order

The meeting was called to order at 6:00 pm.

2) Attendance

Present: Chair Brad Burke, Rachel McKenzie, Charles Tripp, Peter Hanse, Julie Emmons, Jason Watts, Nancy Ingalsbee, and Thomas Morton

Absent: Tanya Westover

Others Present: Jordan Meagher, Community Development Coordinator, Lori Castello of PCI, Joe Dye, City Manager, Nick Curcio, Attorney for the City of Allegan

3) Approval of Previous Meeting Minutes

Charles Tripp, supported by Thomas Morton, made a motion to approve the minutes from the July 15, 2019 meeting. Motion passed 8-0.

4) Public Comment

Willard Case of 391 125th Avenue in Wayland Township spoke of possible contamination in farm fields around Allegan County. He stated that he would be attending public meetings throughout the County to make more people aware of the issue.

5) Discussion

5A.1 – Marihuana Ordinance Discussion

At their last meeting on July 15, 2019, the Allegan Planning Commission opened a public hearing to discuss a proposed marihuana ordinance that the Commission had been working to develop over the past seven months. This ordinance would allow both medical and recreational marihuana facilities to become established within the City limit. Since this meeting, staff had worked to further develop the ordinance to now include language that would permit and regulate

three licensing types that were just released by the State of Michigan in July, which include excess grower, designated consumption facility, and temporary marihuana event licenses. A second regulatory ordinance that is simultaneously being developed by staff has also been updated to include this language.

Staff provided a presentation that gave an overview of the ordinance, which also detailed the new language that was added to regulate the three newly introduced licensing types.

Jason Watts, supported by Rachel McKenzie, made a motion to re-open the public hearing from July 15, 2019 regarding the proposed marihuana ordinance.

During the public hearing, the Planning Commission received public comments from Willard Case, Grant Johnson, Joanie Townsend, Joan Simmons, Josh Reed, Jennifer Hunt, Chris Gordon, Chris Jordan, Margaret Brown, Alex Wilkening, Arian Bailey, Mike Bender, Joe Carrion, Brad Burkett, Jeff Brown, and Jennifer Nicholson regarding the proposed marihuana ordinance.

After receiving comments from the public, the Commission discussed the ordinance, specifically the hours of operation for potential designated consumption facilities.

Jason Watts made a motion regarding proposed zoning ordinance section 1707.33 sec. B(12) to state that designated consumption establishments may not operate to customers between the hours of 2:00am and 10:00am. Motion failed due to lack of support.

Brad Burke made a motion to amend the previous motion made by Commissioner Watts to state that designated consumption establishments may not be open to customers between the hours of 2:00am and 9:00am. Motion was supported by Jason Watts. Motion carried 5-3, with Commission members Ingalsbee, Tripp, and Hanse dissenting.

Jason Watts, supported by Rachel McKenzie, made a motion to approve zoning ordinance sec. 1707.33 as proposed. Motion carried 8-0.

Brad Burke, supported by Charles Tripp, made a motion to recommend the proposed Chapter 31 of the City of Allegan Municipal Ordinance regarding the regulation of marihuana businesses for Council review. Motion carried 8-0.

Both ordinances will be reviewed by City Council for a first reading, in which a vote will take to schedule a public hearing at their next regularly scheduled meeting on August 26, 2019 at 7:00pm at Allegan City Hall. If scheduled, public hearings for both ordinances will be held at the following council meeting on September 30, 2019 at 7:00pm at Allegan City Hall.

6) Staff/Commission Comments

No staff or commission comments were heard.

7) Adjournment

Rachel McKenzie, supported by Thomas Morton, made a motion to adjourn the meeting. Motion carried 8-0. Meeting was adjourned at 7:26pm.

**Respectfully submitted by
Jordan Meagher, Community Development Coordinator**

Disbursement Report

August 26, 2019

August 5th, 2019 thru August 23rd, 2019

Accounts Payable by Fund

	General Fund	\$	516,967.13
	Major Streets	\$	23,855.90
	Local Streets	\$	168,807.24
	Grants	\$	7,472.30
	DDA	\$	40.01
	PA	\$	4,360.87
	Sewer	\$	174,611.31
	Water	\$	366,148.18
	Motor Vehicle Pool	\$	8,322.32
	Trust & Agency	\$	2,306,931.18
Total A/P by Fund			\$ 3,577,516.44
<hr/>			
	Regular Check Run	\$	2,755,607.29
	EFT Payments	\$	-
	Off-Cycle Check Runs	\$	821,909.15
Total Checks			\$ 3,577,516.44
<hr/>			
	Payroll Check Remittances	\$	1,465.75
	Payroll EFT Remittances	\$	33,240.88
Total Checks			\$ 34,706.63
<hr/>			
	Payroll - August 20, 2019 (for WE 08/18/2019)	\$	111,560.91
Total Payroll			\$ 146,267.54
<hr/>			
Total Disbursements			\$ 3,723,783.98

8/5/2019

Manual Check Report

Ck#	Vendor	Description	Amount	Date
72682	Milbocker & Sons		\$428,918.85	
72684	Tri-State Theatre	Film Rental	\$140.00	
72685	Walt Disney Studios	Film Rental	\$3,783.66	
72686	Allegan Public Schools	Taxes	\$3,951.98	
72687	Allegan Public Schools	Taxes	\$178,949.51	
72688	Allegan Co Treasurer	Taxes	\$194,930.23	
72689	Contrail 1960 LLC		\$38.42	
72690	Corelogic Centralized Refunds	Tax Refund	\$59.07	
72691	Corelogic Centralized Refunds	Tax Refund	\$749.30	
72692	Corelogic Centralized Refunds	Tax Refund	\$46.53	
72693	Corelogic Tax Services		\$1,844.39	
72694	Iciek, Phil		\$29.55	
72695	Jones, Haley		\$61.68	
72696	Lereta, LLC		\$299.16	
72697	Weaver Chadrick & Meagan		\$831.24	
72698	Wells Fargo Real Estate Tax Svc:	Tax Refund	\$838.35	
72699	Moving Image Technologies	Projector Bulb	\$695.00	
72700	Andy's Ace Hardware	Supplies	\$1,012.90	
72701	Ofield Leasing LLC		\$2,150.80	
72702	Allegan Community Players		\$2,011.62	
72705	Sysco Grand Rapids	Regent Concessions	\$566.91	
Total Manual Checks			\$821,909.15	

EFT Payment Report

Ck#	Vendor	Description	Amount	Date
N/A			\$0.00	
Total EFT Payments			\$0.00	

Payroll Remittance Checks Report

Ck#	Vendor	Description	Amount	Date
72703	Shar Parker	Payroll Check	\$16.66	08/20/19
72704	MISDU	Child Support	\$1,449.09	08/20/19
Total Payroll Checks			**Included in Payroll Total	\$1,465.75

EFT Payroll Payment Report

Ck#	Vendor	Description	Amount	Date
633	John Hancock	Retirement-457	\$2,709.98	08/20/19
634	Aflac	Supplemental Insurance	\$372.68	08/20/19
635	IRS	Federal WH Tax	\$23,268.62	08/20/19
638	MPP	John Hancock	\$6,889.60	08/20/19
Total Payroll EFT Payments			\$33,240.88	
Total Manual Checks			\$856,615.78	

Check Register
08/26/2019

Check #	Vendor Name	Description
72706	WYOMING ASPHALT PAVING CO INC	Plainwell Infra Red Top
72707	AIS CONSTRUCTION EQUIPMENT CORP	Backhoe Repair
72708	ALLEGAN CO SHERIFF DEPARTM	Reserve Officers - July 3 Jubilee
72709	ALLEGAN CO TREASURER	Taxes
72710	ALLEGAN PEST MANAGEMENT LLC	July Pest Management
72711	ALLEGAN PUBLIC SCHOOLS	Taxes
72712	ALLEGAN RENTALS INC	Springs; Air filter & Oil; Misc Parts
72713	ALLEGAN TRUE VALUE HARDWARE	Supplies
72714	AMERICAN WATER WORKS ASSOC.	Membership Dues
72715	APEX SOFTWARE	Maintenance Renewal
72716	APPROVED PROTECTION SYSTEM	Annual Fire Extinguisher Maintenance
72717	ATECH COMPLETE COMPUTER SOLUTIONS	Monitors & Printers
72718	AUTO-WARES GROUP	Alternator; Contour Blade; DPW Supplies
72719	BAUCKHAM, SPARKS THALL, SEEBER	Professional Services
72720	BEAVER RESEARCH COMPANY	Lubripulsion & Foaming Degreaser
72721	BERENDS HENDRICKS STUIT INSURANCE	Insurance on 231 Trowbridge
72722	BS&A SOFTWARE INC	Annual Service/Support Fees
72723	C-COMM INC.	Tubing; Replacement Handle Assembly
72724	CDW GOVERNMENT LLC	Computer Components
72725	CHARTER COMMUNICATIONS HOLDING CO	Internet Services
72726	CHRISTOPHER TAPPER	Employee Reimbursement - Travel Expenses
72727	CLARK TECHNICAL SERVICES, LLC	July 2019 Support
72728	CMP DISTRIBUTORS INC	PD Body Vests
72729	COMPASS MINERALS	Bulk Highway Coarse
72730	CRONK SERVICES, LLC	Cement; Mowings
72731	CRYSTAL FLASH	Fuel
72732	CSZ SERVICES LLC	July Assessing
72733	CUMMINS INC	Hose
72734	CYNTHIA ANN SUTHERLAND	Cleaning Services July 2019
72735	DICKINSON, WRIGHT PLLC	Legal Services
72736	DOMAIN LISTINGS LLC	Positively Allegan Website Domain Fee
72737	EJ USA, INC./EAST JORDAN IRON WORKS	Supplies for Storm Drain; Water Services
72738	ENRIGHT LAW FIRM	Professional Services
72739	EPS SECURITY	Access Cards - Install labor & Material
72740	ETNA SUPPLY COMPANY	Supplies for New Water Svcs; Vacuum Repair Kit
72741	FAMILY FARM AND HOME	Bleach; Extension Cord & Nozzle
72742	FIRST ADVANTAGE LNS OCC. HEALTH SOL	Clinic Collection
72743	FRONTIER COMMUNICATIONS OF MICHIGAN	Phone Services
72744	GLOBAL ENVIRONMENTAL CONSULTING LLC	Acute Daphnia Magna Test July 2019
72745	GRAINGER	Air Filters; Metric Belts
72746	GRAND RAPIDS POPCORN, LLC	Regent Concessions
72747	GREAT LAKES COCA-COLA DISTRIBUTION	Regent Concessions
72748	HAROLD ZEIGLER PLAINWELL	Truck Parts

Check Register
08/26/2019

Check #	Vendor Name	Description
72749	HAVILAND PRODUCTS COMPANY	Chemicals
72750	HUNTINGTON BANK	Annual Administrative Fee
72751	ICE SCULPTURE, LTD	NYE Graffiti Wall (1/2 down payment)
72752	INDUSCO SUPPLY CO INC	Towels; Tissues
72753	INTERSTATE BATTERY SYSTEMS OF	Batteries
72754	JAMES BYERLY	Repair Ditch Mower
72755	JOHNSON CONTROLS, INC.	Services at Regent & Griswold
72756	JONATHAN SLYKER	Employee Reimbursement - Work Boots
72757	JONES & HENRY ENGINEERS, LTD.	Neighborhood Streets Reconstruction; Odor Study
72758	KACHELE PUBLICATIONS, INC	Advertising
72759	KALAMAZOO FLAG COMPANY LLC	Gold Floor Stand for Flag Pole
72760	KALAMAZOO LANDSCAPE SUPPLIES	Soil
72761	KEN'S TIRE SERVICE, INC.	Tire Repair
72762	KIESLER POLICE SUPPLY, INC	PD Pistols
72763	KLOSTERMAN DISTRIBUTING	Regent Concessions
72764	LEGG LUMBER - ALLEGAN	Lumber
72765	LEONARD FOUNTAIN SPECIALTIES, INC	Regent Ice Machine Repair
72766	LOCK MASTER SECURITY LLC	Locks & Installation; Burglar & Fire Safe
72767	MCMASTER-CARR COMPANY	Screws
72768	MENARDS, INC.	Flat Panel TV Kit; Extension Cable
72769	MI-AWWA	Limited Treatment Course Attendee
72770	MICHIGAN MUNICIPAL TREASURERS	Fall Conference
72771	MICHIGAN STATE POLICE	SOR Registration July 2019
72772	MORGANS INC	Refrigerator, Microwave, Dishwasher
72773	MURK TERRY	Street Painting
72774	MWEA	Membership Dues
72775	NORTH CENTRAL LABS	Chemicals
72776	NORTHWEST KENT MECHANICAL CO	Service Call for WWTP AC Unit
72777	NYE UNIFORM COMPANY	Bodyshield Vest Carrier & Flag Emblems -PD
72778	OFFICE DEPOT, INC.	Office Supplies
72779	OUTDOOR ENVIRONMENTS, INC	Sprinkler Parts
72780	PACE ANALYTICAL SERVICES, LLC	Analytical Charges
72781	PJ PRINTING LLC	Buisness Cards - PD
72782	PLM LAKE & LAND MANAGEMENT CORP	Weed Treatment of Lake
72783	PREIN & NEWHOF, INC.	2019 Safe Routes to School Engineering
72784	PRESSED 4 TIME	PD Uniform Cleaning
72785	PROFESSIONAL CODE INSPECTONS OF MI	Permits
72786	PROGRESSIVE AE, INC.	Construction for New City Hall - Pay App 012
72787	PURITY CYLINDER GASES, INC.	Oxygen
72788	REPUBLIC SERVICES INC	Trash Services July 2019
72789	REVIZE LLC	Website and Annual Tech Support
72790	RICOH USA, INC.	Printing & Copying
72791	RIGHT WAY CONTROL SERVICES LLC	Treatment for Invasive Species

Check Register
08/26/2019

Check #	Vendor Name	Description
72792	ROBERT W BAIRD & CO INC	MI Transportation Fund; Allegan GOLT
72793	S.A. MORMAN & CO.	Basement Storage Room Door
72794	SCOTLAND HEATING & AIR CONDITIONING	Thermostate Repair & Replacement
72795	SHAWN HAUCK	Employee Reimbursement - Work Boots
72796	SINCLAIR RECREATION LLC	Dyancushion Wear Mats
72797	SME-SOIL & MATERIALS ENGINEERS INC	Soil Assesments
72798	SNAP ON TOOLS	Tools
72799	SPEED WRENCH	Door Trolley
72800	STATE INDUSTRIAL PRODUCTS CORP	Water Treatments
72801	STATE OF MICHIGAN	License Renewal - A.Lemaire
72802	SUPERIOR SPORT STORE	Die Cast Plaque
72803	TANTRICK BREWING CO	Refund for Crowd Control Panel Rental
72804	THE BANK OF NEW YORK MELLON	Michigan Finance Authority State Revolving Funds
72805	THE MAINTENANCE CONNECTION	Paint; Washers; Connectors; Saw Blade
72806	TRACE ANALYTICAL LABORATORIES INC	Metals Sample Analysis
72807	TRUCK & TRAILER SPECIALTIES INC	Truck Parts
72808	US BANK NATIONAL ASSOCIATION	COA 2012 Limited Tax General Obligation
72809	USABLUBOOK	Washers & Bolts; Transducer Cables; Diffuser
72810	VALLEY CITY LINEN	Linens; Mops; Rugs
72811	VERIZON WIRELESS SERVICES LLC	Cell Phone Services
72812	VIRGINIA RUBBER CORPORATION	Coupler; Hose; Adapters
72813	VISTAR	Regent Concessions
72814	WAANDERS CONCRETE CO.	Limestone; Fill Sand
72815	WATER SOLUTIONS UNLIMITED	Phosphate Buffer
72816	WATSON-MARLOW, INC.	Hose Barb Connector
72817	WEST MICHIGAN BASEBALL FRANCHISING	Regent Concessions
72818	WEST MICHIGAN CRIMINAL JUSTICE	Basic Swat - PD
72819	WEST MICHIGAN TACTICAL OFFICER	Tactical Pistol Course - PD
72820	WEST MICHIGAN UNIFORM	Uniforms
72821	WEX BANK	Fuel
72822	WRAY'S SEPTIC TANK & DEV CO.	Septic Tank Cleaning
72824	ABONMARCHE	River Street Reconstruction
72825	ZACHARY KORTZ	Employee Reimbursement - Work Boots
Num of Checks: 119		

	<u>Total Amount</u>	<u># Invoices</u>
\$	15,783.40	1
\$	2,837.59	1
\$	352.00	1
\$	1,001,797.74	1
\$	530.00	1
\$	927,301.72	1
\$	99.39	4
\$	1,082.71	24
\$	83.00	1
\$	705.00	1
\$	411.00	2
\$	1,466.57	3
\$	145.99	5##
\$	347.00	3
\$	134.90	1
\$	379.00	1
\$	4,174.00	1
\$	257.00	2
\$	5,345.38	13
\$	1,070.23	8
\$	227.91	1
\$	16,663.75	1
\$	619.00	1
\$	14,538.27	1
\$	4,232.00	3
\$	645.89	1
\$	3,300.00	1
\$	106.74	1
\$	363.00	1
\$	15,500.00	1
\$	228.00	1
\$	2,963.62	3
\$	1,856.56	2
\$	562.20	2
\$	2,761.93	2
\$	81.96	2
\$	41.04	1
\$	245.62	2
\$	275.00	1
\$	211.20	3
\$	1,478.15	2
\$	226.78	2##
\$	669.62	1

	<u>Total Amount</u>	<u># Invoices</u>
\$	1,613.00	1
\$	500.00	1
\$	1,550.00	1
\$	223.17	3
\$	116.58	1
\$	1,085.50	1
\$	3,544.00	1
\$	74.99	1
\$	6,462.31	2
\$	3,526.09	3
\$	99.46	1
\$	371.50	1
\$	25.00	1
\$	2,054.60	1
\$	429.81	1
\$	293.03	8
\$	1,150.13	1
\$	3,895.00	2
\$	78.85	1
\$	110.46	1
\$	445.00	1
\$	339.00	1
\$	30.00	1
\$	2,673.00	2
\$	2,501.75	1
\$	150.00	2
\$	2,932.75	1
\$	2,493.45	3
\$	91.50	1
\$	448.73	4
\$	283.00	1
\$	440.00	1
\$	151.38	1
\$	1,200.00	1
\$	355.50	1
\$	51.00	1
\$	11,468.75	2
\$	420,186.76	1
\$	110.00	1
\$	2,128.54	1
\$	2,200.00	1
\$	298.08	1
\$	200.00	1

	Total Amount	# Invoices
\$	28,425.00	2
\$	343.00	1
\$	690.00	1
\$	150.00	1
\$	1,521.00	1
\$	7,472.30	1
\$	158.90	2
\$	266.67	1
\$	4,344.03	4
\$	95.00	1
\$	225.00	1
\$	300.00	1
\$	178,721.10	1
\$	527.95	2
\$	510.00	5
\$	536.74	1
\$	300.00	1
\$	3,426.51	3
\$	212.20	6
\$	2,131.38	1
\$	762.16	2
\$	563.98	1
\$	1,281.06	6
\$	5,460.11	1
\$	500.79	1
\$	157.68	1
\$	500.00	1
\$	45.00	1
\$	977.60	12
\$	3,767.69	1
\$	423.25	1
\$	177.66	1
\$	150.00	1
\$	2,755,607.29	132

MEMORANDUM

TO: Allegan City Council
FROM: Joel Dye, City Manager
Doug Sweeris, Water Utilities Director
RE: Purchase of 17 4G cellular modems for remote monitoring
DATE: August 26, 2019

Summary

It is requested that City Council approve the Purchase Order for Kennedy Industries in the amount of \$14,875.00 for 17 4G cellular modems.

These modems are used for remote monitoring and communication with the Water Utilities SCADA system. The modems are used at all 14 lift stations, one modem monitors the river level at the dam, one modem is used as a backup to internet service for the WRRF main SCADA, and the last modem is a spare modem in case one of the others breaks down. Because cellular carriers will discontinue the use of the 3G network by the end of 2019, new 4G modems need to be purchased and installed for the SCADA monitoring to continue. Kennedy will supply the purchased modems ready to be installed in the different locations. It is anticipated that current staff can install the modems. Kennedy will then activate and sync the modems with the SCADA system.

Recommendation

It is recommended that City Council approve the Purchase Order from Kennedy Industries in the amount of \$14,875.00 for 17 4G cellular modems. This does not require a budget adjustment.

Attachment

Pictures

Quote

Purchase Order



Lift station control panel



Control panel 3G modem

08/23/2019



City of Allegan
231 Trowbridge Street
Allegan, MI 49010
(269) 673-5511
(269) 686-5139

Purchase Requisition

Requested Date 08/23/2019

Purchase Requisition No 20-0546

Requested By DSweeris
Department 568
Plant

Preferred Vendor 000817
KENNEDY INDUSTRIES, INC.
Address PO BOX 930079
WIXOM, MI 48393

Contract/Job #:
Req. Description: 17 - 4G Modems

Qty.	Description	GL Number	Unit Price	Amount
17	4G Modems	590-568-98600	875.00	14,875.00

In Budget Requires Budget Amendment **Total:** 14,875.00

Requested By: _____ **Date** _____

Finance Approval: _____ **Date** _____

CM/Council Approval: _____ **Date** _____

Notes:

Summary of All Bids Received

Bidder Name

Bid Amount



QUOTATION		
DATE	NUMBER	PAGE
4/5/2019	0023263	1 of 2

B ALL800
 I
 L CITY OF ALLEGAN
 L 112 LOCUST STREET
 T ALLEGAN, MI 49010
 O

Accepted By: _____
 Company: _____
 Date: _____
 PO#: _____

ATTENTION:
 DOUG SWEERIS 269-686-1117 dsweeris@cityofallegan.org

WE ARE PLEASED TO PROPOSE THE FOLLOWING FOR YOUR CONSIDERATION:

CUSTOMER REF/PO#		JOB TITLE	SLP	SHIPPING TYPE	
QUOTE		ALL STATIONS, 4G CELL MODEM UPGRADE	BPR/IDL	FREIGHT ALLOWED	
QTY	DESCRIPTION		UNIT PRICE	EXTENDED	
	KENNEDY INDUSTRIES TO ASSIST WITH REPLACING 3G CELLULAR HARDWARE TO NEW 4G CELLULAR HARDWARE				
1.00	**OPTION 1** 4G CELLULAR HARDWARE, 30-DAY PAYMENT, PER SITE		\$875.00	\$875.00	
	KENNEDY TO PROVIDE THE FOLLOWING PER SITE - SIERRA WIRELESS, RAVEN, PN:RV50, 4G SERVICE - ANTENNA, OMNI-DIRECT, PN: GW-621, MAGNET MOUNT, 6FT BUILT IN CABLE				
	AVAILABLE ANTENNA UPGRADES: DIRECTIONAL, PN:457-DB, POLE MOUNT, 9DB GAIN, 20' CABLE = ADD \$199.00 OMNI-DIRECT, PN:1273-PB, POLE MOUNT, 5DB GAIN, 20' CABLE = ADD \$249.00				
1.00	**OPTION 2** 4G CELLULAR HARDWARE, 3-YEAR PAYMENT PLAN, PER SITE, PER MONTH		\$29.50	\$29.50	
	KENNEDY TO PROVIDE HARDWARE IN OPTION 1.				
	AVAILABLE ANTENNA UPGRADES: DIRECTIONAL, PN:457-DB, POLE MOUNT, 9DB GAIN, 20' CABLE = ADD \$6.50/MTH OMNI-DIRECT, PN:1273-PB, POLE MOUNT, 5DB GAIN, 20' CABLE = ADD \$8.00/MTH				
	PLEASE NOTE: - MONTHLY RATE TO BE ADDED TO EXISTING KISM SERVICE AGREEMENT, FOR 3 YEARS. - CUSTOMER REQUIRED TO PAY REMAINING BALANCE OF HARDWARE IF KISM SERVICE IS CANCELLED OR IF THE CELLULAR HARDWARE IS NO LONGER BEING USED.				
1.00	**OPTION 3** 4G CELLULAR HARDWARE, 5-YEAR PAYMENT PLAN, PER SITE, PER MONTH		\$19.00	\$19.00	
	KENNEDY TO PROVIDE HARDWARE IN OPTION 1.				
	AVAILABLE ANTENNA UPGRADES: DIRECTIONAL, PN:457-DB, POLE MOUNT, 9DB GAIN, 20' CABLE = ADD \$4.50/MTH OMNI-DIRECT, PN:1273-PB, POLE MOUNT, 5DB GAIN, 20' CABLE = ADD \$5.50/MTH				
	PLEASE NOTE: - MONTHLY RATE TO BE ADDED TO EXISTING KISM SERVICE AGREEMENT, FOR 5 YEARS. - CUSTOMER REQUIRED TO PAY REMAINING BALANCE OF HARDWARE IF KISM SERVICE IS CANCELLED OR IF THE CELLULAR HARDWARE IS NO LONGER BEING USED.				

QUOTATION		
DATE	NUMBER	PAGE
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QTY	DESCRIPTION	UNIT PRICE	EXTENDED
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1.00 **OPTION 4**

INSTALLATION AND/ OR START UP SERVICES

KENNEDY TO PROVIDE (1) CONTROLS TECHNICIAN ONSITE:

- INSTALLATION AND/OR START UP
- ESTIMATE FOR INSTALLATION = 2 HOURS, PER SITE
- ESTIMATE FOR START UP = 2 HOURS, PER SITE

CONTROLS TECHNICIAN LABOR RATES:

- MONDAY THRU FRIDAY: 7:00AM-3:00PM: \$150.00/HR
- DRIVE TIME: PER ABOVE RATES
- TRAVEL: \$1.00/MILE

PLEASE NOTE:

ONSITE INSTALLATION AND/OR START UP IS NOT REQUIRED. IF THE CUSTOMER HAS THE RESOURCES TO PERFORM INSTALLATION AND/OR START UP, A KENNEDY TECHNICIAN IS AVAILABLE TO ASSIST REMOTELY FOR NO ADDITIONAL CHARGES. ANY OPERATIONAL DEFICIENCIES THAT DO NOT MEET THE SPECIFICATION AND ARE DISCOVERED WITHIN ONE YEAR WILL BE CORRECTED AT NO COST.

WE APPRECIATE THIS OPPORTUNITY TO QUOTE AND LOOK FORWARD TO BEING OF FUTURE SERVICE.

SINCERELY,
BRYAN RAFTERY / IRENE LITNER

This quote is subject to and incorporates by reference Kennedy Industries, Inc.'s ("Kennedy") Terms & Conditions (Rev'd 4/2019) and Customer Warranty available at www.kennedyind.com which will be provided by email upon written request. Kennedy reserves the right to change the Terms & Conditions and Customer Warranty for future orders. By accepting this quote and/or issuing a purchase order relative to this quote, buyer expressly agrees to the provisions set forth in the Terms & Conditions and Customer Warranty posted on Kennedy's website.

CREDIT CARD PAYMENTS ARE SUBJECT TO AN ADDITIONAL 3% CHARGE
NO TAXES OF ANY KIND ARE INCLUDED IN THIS PROPOSAL

MEMORANDUM

TO: Allegan City Council
FROM: Joel Dye, City Manager
RE: Discussion on Mayor's Request to hold a Workshop regarding the Allegan City Dam
DATE: August 26, 2019

Summary

It is requested that City Council discuss the Mayor's request to hold a workshop regarding the Allegan City Dam.

The Mayor has requested that City Council schedule a workshop where the whole Council can discuss the Allegan City Dam. Per the Mayor, it is her desire that this is the only item that be scheduled for that workshop, that City Council be allowed to speak freely and ask any and all questions regarding the Allegan City Dam. It is also the Mayor's request, that at this workshop, no council decision regarding the Allegan City Dam be made, but this workshop only include dialogue amongst councilmembers.

Recommendation

It is recommended that City Council discuss the Mayor's request to hold a workshop regarding the Allegan City Dam.

MEMORANDUM

TO: Allegan City Council
FROM: Joel Dye, City Manager
RE: Discussion on Mayor's Request to review the City Council's Ethics Ordinance
DATE: August 26, 2019

Summary

It is requested that City Council discuss the Mayor's request to review the City Council's Ethics Ordinance.

The Mayor has requested that City Council review the City Council's Ethics Ordinance as required in Section 2-32 of the Ethics Ordinance.

Recommendation

It is recommended that City Council discuss the Mayor's request to review the City Council's Ethics Ordinance.



**CITY OF ALLEGAN
CITY COUNCIL PRE SESSION MEETING
Monday, August 26, 2019 6:00PM
City Council Chambers - 231 Trowbridge Street
Allegan, Michigan**

*****NO ACTION IS TAKEN DURING THE PRE SESSION*****

- 6:00 p.m. Call to Order
- 6:01 p.m. Public Comment Period
- 6:05 p.m. Discussion on Marijuana Ordinance
- 6:20 p.m. Discussion on Conversations regarding the Allegan City Dam
- 6:35 p.m. Discussion on City Hall Operating Hours
- 6:40 p.m. Discussion on Staffing at the Water Utilities Department
- 6:55 p.m. Adjourn to regular meeting to begin at 7:00 pm

MEMORANDUM

TO: Allegan City Council
FROM: Joel Dye, City Manager
RE: Appointment of Chris Tapper as the Allegan City Clerk
DATE: August 26, 2019

Summary

It is requested that City Council appoint Chris Tapper as the Allegan City Clerk.

In light of Jordan Meagher's resignation from the City of Allegan we have an opportunity to reorganize some staffing responsibilities and accommodate some current employee's desires.

Danielle Bird, who currently serves as City Clerk, has requested that if the opportunity becomes available, she would like her job duties to be more focused on finance activities and less focused on clerk duties. While Chris Tapper, who currently oversee our utility billing program has shown an interest in learning other local government functions, such as assessing, planning, code enforcement; work similar to what Jordan provided us. It should also be noted that Chris served as the Clerk for the Village of Paw Paw prior to coming to work for Allegan and is a Certified Master Municipal Clerk.

As the Clerk, Chris will oversee the election process, attend and take minutes for all city council meetings, oversee all records for the city (including contracts, easements, resolutions, etc.), assist the city manager with various projects and boards as assigned – including code enforcement.

Danielle will be classified as a Municipal Accountant II and Deputy City Clerk and oversee various financial related job duties, including utility billing, cemetery management, airport leases, purchase orders, cell phone administration and miscellaneous receivables.

Recommendation

It is recommended that City Council appoint Chris Tapper as the Allegan City Clerk per Section 8.1 of the City Charter.