

ALPENA CITY COUNCIL MEETING

October 5, 2015 - 7:00 p.m.

AGENDA

1. Call to Order.
2. Pledge of Allegiance.
3. Approve Minutes –Regular Session of September 21, 2015, and Closed Session of September 21, 2015.
4. Modifications to the Agenda.
5. Citizens Appearing Before Council on Agenda and Non-Agenda Items (Citizens Shall be Allowed a Maximum of Five (5) Minutes Each to Address Their Concerns. This is the Only Time During a Council Meeting that Citizens are Allowed to Address the Council).
6. Consent Agenda.
 - A. Bills to be Allowed, in the Amount of \$256,235.63.
7. Presentations.
8. Announcements.
9. Mayoral Proclamation.
10. Public Hearing.
11. Report of Officers.
 - A. Updates to Council Policy No. 47 – ACH & Electronic Transactions.
12. Communications and Petitions.
 - A. Redevelopment Ready Communities.
13. Unfinished Business.
14. New Business.
 - A. Fiber Lease Agreement – Merit Network, Inc.
 - B. Extension of Contract with Thunder Bay Marine.
 - C. Amendment to Recycling Interlocal Agreement.

Greg E. Sundin
City Manager

COUNCIL PROCEEDINGS

September 21, 2015

The Municipal Council of the City of Alpena met in regular session in the City Hall on the above date and was called to order at 7:00 p.m. by the Mayor.

Present: Mayor Waligora, Councilmembers Nielsen, Nowak, and Johnson.

Absent: Councilmember Sexton.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

MINUTES

The minutes of the regular session of September 8, 2015 were approved as printed.

MODIFICATIONS TO AGENDA

Moved by Councilmember Johnson, seconded by Councilmember Nowak, to add to Agenda Item 12, Communications and Petitions - The Thunder Bay Arts Council's Discovery Tour Chalk Event to be held downtown on October 9, 2015.

CONSENT AGENDA

Moved by Councilmember Nowak, seconded by Councilmember Nielsen, that the following Consent Agenda item be approved:

1. Bills Allowed – in the amount of \$350,068.26 be allowed and the Mayor and City Clerk authorized to sign warrants in payment of same.

Carried by unanimous vote.

COUNCIL POLICY NO. 19

MEETINGS AND AGENDAS

Moved by Councilmember Nowak, seconded by Councilmember Johnson, that the Proposed Changes to Council Policy Statement No. 19, Meetings and Agendas; which includes Council Meeting Rules of Procedure, Citizen Input, Agenda Items and Additions, be approved.

Carried by unanimous vote.

CLOSED SESSION

Moved by Councilmember Nowak, seconded by Councilmember Johnson, that the Municipal Council adjourn to a closed session at 7:44 p.m. to discuss pending litigation.

Carried by unanimous vote.

RECESS

The Municipal Council recessed at 7:44 p.m.

RECONVENE – OPEN SESSION

On motion of Councilmember Johnson, seconded by Councilmember Nowak, the Municipal Council reconvened in open session at 8:55 p.m.

Carried by unanimous vote.

On motion of Councilmember Nowak, seconded by Councilmember Johnson, the Municipal Council adjourned at 8:55 p.m.

MATTHEW J. WALIGORA
MAYOR

ATTEST:

Karen Hebert
City Clerk

INVOICE REGISTER

Page: 1/2

EXP CHECK RUN DATES 10/06/2015 - 10/06/2015

BOTH JOURNALIZED AND UNJOURNALIZED

OPEN

6.A.

VENDOR	INVOICE #	DESCRIPTION	AMOUNT
AETNA LIFE INSURANCE COMPANY	AP15-7274C	AMBULANCE REFUND	200.58
AIRGAS USA LLC	1480063	VEH MAINT - DPW	59.40
AIRGAS USA LLC	9043353960	SUPPLIES - AMB DISP	58.77
AIRGAS USA LLC	9043640031	SUPPLIES - AMB DISP	151.49
ALPENA AREA CHAMBER OF COMM	11827A	TARGET FY 15-16 EDC SVCS	10,000.00
ALPENA COMMUNITY COLLEGE	242488	15-16 CONSORTIUM FEE	500.00
ALPENA DIESEL SERVICE	47634	VEH MAINT #57	21.96
ALPENA DIESEL SERVICE	47769	SUPPLIES - EQUIP	20.64
ALPENA DIESEL SERVICE	47831	VEH MAINT - ENGINE 2	122.91
ALPENA LAWNCARE & MAINTENANCE	3937	MOWING - CODE ENFORCEMENT	210.00
ALPENA PAPER & SUPPLY CO	462795	SUPPLIES - PARKS	39.77
ALPENA PAPER & SUPPLY CO	462796	SUPPLIES - PARKS	54.00
ALPENA POWER COMPANY	100615	ELECTRIC	7,517.66
ALPENA REGIONAL MEDICAL CENTER	VAL98718	BLOOD ANALYSIS - POLICE	63.95
ALPENA REGIONAL MEDICAL CENTER	AP15-7923C	AMBULANCE REFUND	239.07
ALRO STEEL CORP	FIO7905AL	BRIDGE MAINT - MAJ ST	132.14
AMERICAN UNITED LIFE INSURANCE	30320 10/15	PREMIUM-LIFE 10/15	910.61
ART IN THE LOFT GALLERY 109	092115	COMMUNITY MURAL SUPPORT - DDA	5,000.00
BC/BS OF MICHIGAN	64088 10/15	PREMIUM-HEALTH 10/15	71,846.22
BEAVERS AUTOMOTIVE & RADIATOR	17485	VEH MAINT - AMB	79.95
BILL FORBUSH	091815	PETTY CASH - PUBLIC SAFETY	1,023.25
BOUND TREE MEDICAL LLC	81910904	SUPPLIES - AMB/AMB DISP	393.54
CINDY JOHNSON	092215	TRAVEL EXPENSE - COUNCIL	48.30
CLIFF ANSCHUETZ CHEVROLET	CVW211987	VEH MAINT - POLICE	88.93
COAST TO COAST SOLUTIONS	IVC0069424	SUPPLIES - FIRE	280.55
CONSTANCE VARITEK	AP15-7361C	AMBULANCE REFUND	45.30
DEAN ARBOUR FORD LINCOLN MERCURY	18133	VEH MAINT - POLICE	33.40
DEAN ARBOUR FORD LINCOLN MERCURY	18145	VEH MAINT - MICU	40.20
DONALD H GILMET	093015	MILEAGE 09/15	187.45
DOUGLASS SAFETY SYSTEMS LLC	36992	SCBA TEST/MAINT - FIRE	2,717.00
EJ USA	3878145	STORES/MAINT - HYD ASY/WATER	463.73
FEDERAL EXPRESS	5-164-31555	SHIPPING FEES	70.18
FREESE HYDRAULICS & EQUIP REPAIR	27999	VEH MAINT - DPW	5.94
FRONTIER	4-0167 09/15	TELEPHONE - WATER	134.41
FRONTIER	6-2515 09/15	TELEPHONE - WATER	50.89
FRONTIER	6-2992 09/15	TELEPHONE - WATER	113.32
GREG SUNDIN	092115	TRAVEL EXPENSE - MGR	116.15
HAGLUND LANDSCAPING	1530	MAINT - FIRE/AMB	56.50
HALL SIGNS	300805	MAINT - MAJ/LOC ST	1,100.00
HALLS SERV-ALL	P090115	RENTAL FEE - PARKS	102.75
HALLS SERV-ALL	P090615	RENTAL FEE - PARKS	1,167.33
HANSEN SALES & SERVICE	19953	VEH MAINT - DPW	131.18
HANSEN SALES & SERVICE	19980	VEH MAINT #36	115.19
HUNT TREASURER	100115	10-12/15 CONTRIBUTION - POL	2,000.00
HURON HUMANE SOCIETY	100115	15-16 CONTRIBUTION	3,500.00
INK AND TONER ALTERNATIVE	15-43711	SUPPLIES - IT	243.92
INTL INSTITUTE OF MUN CLERKS	12712 12/15	2016 MEMBERSHIP DUES - DEP CLERK	95.00
INTL INSTITUTE OF MUN CLERKS	13834 12/15	2016 MEMBERSHIP DUES - CLERK/TREAS	155.00
JILL PRESTON	AP15-1058C	AMBULANCE REFUND	472.00
KATHY HIMES	092315	TRAVEL EXPENSE	114.05
KEITH ATKINSON	AP15-1757	AMBULANCE REFUND	117.78
KIMBALL MIDWEST	4428627	SUPPLIES/VEH MAINT - DPW	47.74
LEFAVE PHARMACY INC	091515	SUPPLIES - AMB DISP	79.56
LESSLEE DORT	100115	REIMB CELL PHONE EXP - DDA	60.00
LEWIS & LEWIS PROFESSIONAL	0405946S	BOUNDARY SURVEY - FRMR ALP PWR	1,800.00
MERIDIAN CONTRACTING SERVICES	580-2015	CONSTRUCTION SVCS - WOODWARD TRAIL	10,687.00
MUTUAL OF OMAHA	074L5 10/15	PREMIUM-DISABILITY 10/15	816.27
MY COMMUNITY MOBILE	100115	CITY APP SUPPORT - 10/15	99.00
NEMCOG	06-372-150731	PROF SVCS - REC PLAN	728.00
OMEGA ELECTRIC & SIGN CO INC	6177	VEH MAINT - POLICE	613.00
PLOWMANS COLLISION	092215	VEH MAINT - DEP FIRE CHF	1,343.30
PLUNKETT COONEY	10616878	ATTY FEES - POLICE	100.00
PRINTING SYSTEMS INC	91522	SUPPLIES - CLERK/TREAS	183.79
PRIORITY ONE EMERGENCY	70012149	UNIFORMS - FIRE/AMB	338.95
STAPLES ADVANTAGE	8035905364	SUPPLIES - CITY HALL/MGR	106.92
STAPLES ADVANTAGE	8036074645	SUPPLIES - CH/ELECTION	41.33
STAPLES INC	1386700531	SUPPLIES - IT	44.94
TBFFA	092215	SUPPLIES - FIRE	145.00
TELNET WORLDWIDE	150908	TELEPHONE	406.22
THE BANK OF NEW YORK MELLON	252-1890987	BOND FEE - 1998/2012 S/W BONDS	100.00
THE LINCOLN NATIONAL LIFE	202473 10/15	PREMIUM-DENTAL 10/15	8,939.01
UTILITY SERVICE CO INC	378675	MAINT - WATER TANKS	8,892.54

INVOICE REGISTER

Page: 2/2

EXP CHECK RUN DATES 10/06/2015 - 10/06/2015
BOTH JOURNALIZED AND UNJOURNALIZED
OPEN

VENDOR	INVOICE #	DESCRIPTION	AMOUNT
UTILITY SERVICE CO INC	378676	MAINT - WATER TANKS	6,866.28
VERIZON WIRELESS	9752047576	TELEPHONE	579.03
VERIZON WIRELESS	9752120550	TELEPHONE	918.05
WAL-MART	9204	SUPPLIES - POLICE	29.62
WAL-MART	3671	SUPPLIES - FIRE/AMB	129.16
WEINKAUF PLUMBING & HEATING INC	092215	PERMIT REFUND - SEW/WATER	25.00
WISE HEATING & COOLING INC	092415	HVAC UPGRADES - PUBLIC SAFETY BLDG	99,223.56
ZANN BROTHERS CONSTRUCTION INC	647	REPLACE SIDEWALK - GARFIELD	480.00
		Total:	256,235.63

CITY OF ALPENA

COUNCIL POLICY STATEMENT

General Subject: ACH & Electronic Transactions

Policy No. 47

Date Issued: 07/22/03

Effective Date: 07/22/03

Effective Date: 10/05/15

Copies: City Council, City Manager, Department Heads, City Attorney, All City Employees, DDA, File.

Definitions

“Automated clearing house” or “ACH” means a national and governmental organization that has authority to process electronic payments, including, but not limited to, the national automated clearing house association and the federal reserve system.

An “ACH agreement” means the agreement between the originator of the ACH transaction and the receiver of an ACH transaction.

An “ACH transaction” means an electronic payment, debit, or credit transfer processed through an automated clearing house.

An “ACH policy” means the procedures and internal controls as determined under this written policy developed and adopted by the City Clerk/Treasurer/Finance Director.

“Protected Information” as defined by the ACH Rules Amendment, is non-public personal information, including financial information of a natural person that is used to create or is contained within an ACH Entry, and also includes non-financial information that is contained in the addenda (detail) records accompanying an ACH entry.

Authority to Enter into ACH Agreements and Electronic Transfer of Public Funds

The City Clerk/Treasurer/Finance Director or his/her Deputy may enter into an ACH agreement as provided by Public Act 738 of 2002, effective December 30, 2002. The Municipal Council shall have adopted a resolution to authorize electronic transactions and have received a copy of the policy.

An ACH arrangement under PA 738 of 2002 is not subject to the Revised Municipal Finance Act, PA 34 of 2001, or to provisions of law or charter concerning the issuance of debt by the City.

Responsibility for ACH Agreements

The City Clerk/Treasurer/Finance Director or his/her Deputy shall be responsible for all ACH agreements, including payment approval, accounting, reporting, and generally overseeing compliance with the ACH policy.

Internal Accounting Controls to Monitor Use of ACH Transactions

- a) The City Clerk/Treasurer/Finance Director or his/her Deputy shall be responsible for the establishment of ACH agreements and those vendors to be paid by ACH or electronic transfers.
- b) Upon approval of an invoice for payment for vendors paid by ACH, the City Clerk/Treasurer/Finance Director or his/her Deputy shall approve payment and the date of the debit from the City's accounts. Accounts payable by this method may include any vendor that it is deemed in the best interest of the City to pay electronically. These payments shall be contained in the electronic general ledger software system or on the report of payments to the Municipal Council and approved in the same manner as checks written.
- c) The City Clerk/Treasurer/Finance Director or his/her Deputy shall be responsible for recording electronic transactions in the City's accounting system in the same level of detail as manual transactions.
- d) All invoices paid electronically shall be held along with the accounts payable files.
- e) For payment of payroll related withholding, the City Clerk/Treasurer/Finance Director or his/her designee shall initiate payment

to the proper authority upon receipt of the information from the payroll department.

- f) For deposits from state, county, and/or federal authorities, and from third-party payment processors, the City Clerk/Treasurer/Finance Director or his/her designee shall obtain the amount of the deposit and either record the deposit or send the advice to the person responsible for preparing the receipt for the deposit.

Security Requirements

The initiation, processing, and storage of entries will be designed to:

- a) Protect the confidentiality and integrity of the Protected Information until its destruction.
- b) Protect against anticipated threats or hazards to the security or integrity of Protected Information until its destruction.

Memorandum



Date: October 1, 2015

To: Mayor Matt Waligora and City Council

Copy: Greg Sundin, City Manager

From: Adam Poll, Planning and Development Director

Subject: Redevelopment Ready Communities Program

Beginning last year the City of Alpena has been working with the Redevelopment Ready Communities (RRC) Program, which is a no cost program designed by the Michigan Economic Development Corporation to assist local municipalities in establishing a sound foundation for redevelopment and investment to occur in their communities. The program measures and then certifies communities that integrate transparency, predictability, and efficiency into their daily development processes.

During the last year, staff from the RRC program have evaluated City procedures based on best practices by experts in the private and public sectors. Utilizing documents provided by City staff, they have generated a report letting us know what needs to be completed in order to meet their best practices goals. The report evaluates each practice using a color system, with green meaning the City is meeting the best practice goals, yellow meaning some minor actions may need to take place, or red meaning a component is missing or out of date. For all criteria that need some additional information, the RRC team has recommended actions and an estimated timeframe for completion. In addition, the RRC program provides technical assistance to help the City meet their best practice standards.

This program is a benefit to the City as it allows us to evaluate all of our development processes at once, and helps us strengthen areas of need, and upon receiving certification, lets developers know exactly what to expect when they are looking at the a potential project City of Alpena. The RRC team will also market various priority development sites within the City to their development contacts throughout the state.

Now that the Report of Findings is complete, staff from the RRC program would like to discuss the results and the program with the City Council.



redevelopment ready
communities®



Redevelopment Ready Communities® Report of Findings



City of Alpena

August 2015

Table of contents

Executive summary	3
Methodology.....	4
Best practice findings	
Best Practice One: Community plans and public outreach	
1.1 The plans	5
1.2 Public participation	7
Best Practice Two: Zoning regulations	
2.1 Zoning regulations.....	8
Best Practice Three: Development review process	
3.1 Development review policy and procedures	10
3.2 Guide to Development.....	12
Best Practice Four: Recruitment and education	
4.1 Recruitment and orientation	13
4.2 Education and training	14
Best Practice Five: Redevelopment Ready Sites®	
5.1 Redevelopment Ready Sites®	15
Best Practice Six: Community prosperity	
6.1 Economic development strategy.....	16
6.2 Marketing and promotion	17
Conclusion.....	18

Redevelopment Ready Communities® (RRC) is a certification program supporting community revitalization and the attraction and retention of businesses, entrepreneurs and talent throughout Michigan. RRC promotes communities to be development ready and competitive in today's economy by actively engaging stakeholders and proactively planning for the future—making them more attractive for projects that create places where people want to live, work and invest.

In January 2014, the Michigan Economic Development Corporation (MEDC) announced the second open application round for communities interested in achieving RRC certification. MEDC received submissions from over forty communities across the state. Alpena's application scored in the top tier and was selected to receive a full RRC assessment. We applaud the city's efforts in working to achieve RRC certification. The foundation of the evaluation is the RRC best practices. Developed by experts in the public and private sector, the best practices are the standard to achieve certification and designed to create a predictable experience for investors, businesses and residents working within a community. Communities must demonstrate that all best practice evaluation criteria have been met to receive RRC certification.




Alpena is the 25th community to be evaluated under the statewide RRC program and is on its way to becoming redevelopment ready. With a history of proactive planning and a strong community vision outlined in various planning documents, the city has positioned itself to strengthen local quality of life. Even with strengths such as solid support for redevelopment projects, proactive planning efforts and widespread community engagement, our evaluation encourages Alpena to reach further in order to receive RRC certification. In a time when businesses can locate anywhere in the world, a community that is dedicated to a proactive approach for redevelopment and straightforward procedures will stand out. While a spirit for redevelopment exists, the city needs to develop a comprehensive public participation plan formalizing the community engagement process, internal development processes must be documented and redevelopment sites need to be packaged. The RRC certification is a statement to the private sector that Alpena's development process is streamlined, predictable and user-friendly and these steps will help ensure the city's competitiveness and secure RRC certification.

The basic assessment tool for evaluation is the RRC Best Practices. These six standards were developed in conjunction with public and private sector experts and address key elements of community and economic development. A community must demonstrate all of the RRC best practice components have been met to become RRC certified. Once received, certification is valid for three years.

Measurement of a community to the best practices is completed through the RRC team's research, observation and interviews, as well as the consulting advice and technical expertise of the RRC advisory council. The team analyzes a community's development materials, including, but not limited to: the master plan;

redevelopment strategy; capital improvements plan; budget; public participation plan; zoning regulations; development procedures; applications; economic development strategy; marketing strategies; and website. Researchers observe the meetings of the community's governing body, planning commission, zoning board of appeals and other committees as applicable. In confidential interviews, the team also records the input of local business owners and developers who have worked with the community.

A community's degree of attainment for each best practice criteria is visually represented in this report by the following:

	Green indicates the best practice component is currently being met by the community.
	Yellow indicates some of the best practice component may be in place, but additional action is required.
	Red indicates the best practice component is not present or outdated.

This report represents the findings of the evaluation of the city of Alpena's redevelopment processes and practices. All questions should be directed to the RRC team at RRC@michigan.org.

Best Practice 1.1—The plans

Best Practice 1.1 evaluates community planning and how the redevelopment vision is embedded in the master plan, downtown plan and capital improvements plan. The master plan sets expectations for those involved in new development and redevelopment, giving the public some degree of certainty about their vision for the future, while assisting the city in achieving its stated goals. Local plans can provide key stakeholders with a roadmap for navigating the redevelopment process in the context of market realities and community goals.

The Michigan Planning Enabling Act (MPEA), Public Act 33 of 2008, requires that the planning commission create and approve a master plan as a guide for development and review the master plan at least once every five years after adoption. Alpena's master plan was adopted in 2013 and serves as the vision for the future, as expressed by community stakeholders. The master plan identifies priority areas for redevelopment, including the waterfront, downtown, Johnson/Miller Street and Chisholm Street corridors. Alpena has successfully redeveloped numerous downtown buildings and the historic Fletcher Paper Mill complex into the Great Lakes Maritime Heritage Center, utilizing public/private partnerships to complete the projects.

The plan outlines a vision and guiding principles, reflecting the city's overall direction for the future with a focus on balancing growth and development, while maintaining Alpena's small town character. New development is shifting to compact, mixed use and higher density residential. The central business district is envisioned as a pedestrian oriented mix of uses with a strong connection to the waterfront. The master plan outlines goals, objectives and action items to implement the long term vision for development and redevelopment. Priorities for action need to be established based on immediate, short-, mid- and long-term recommendations. Parties responsible for

implementation must also be identified to allow for timely responses to emerging conditions, challenges and opportunities. The city should continue to align priority projects in the six-year capital improvements plan (CIP) within identified priority redevelopment areas and target available resources to maximize return on investment.

Downtown is often viewed as focal point of a community; it is an indicator of economic health and serves as a gathering place. Alpena's Downtown Development Authority (DDA) was established in 1980 and has implemented positive economic, physical and aesthetic changes in central business district. The 2003 "Alpena Market Analysis and Downtown Strategic Plan" incorporates and expands upon recommendations from previous planning studies. Components of the plan include capitalizing on the Thunder Bay River, returning streets to two way traffic with parking, redeveloping vacant and underperforming properties, consolidating parking, providing wayfinding and creating a 24/7 downtown. While much of the strategic plan remains relevant, the city and DDA have accomplished or are working on many of the action items identified in the plan, and goals and implementation steps should be updated. Specific projects, including estimated costs and timelines for completion should be identified.

Dwindling resources and increasing costs put pressure on local governments to make limited budgets work more efficiently. A comprehensive CIP is an essential tool for the planning and development of the social, physical, and economic wellbeing of a community, can be used as a tool to implement the master plan and provides a link between planning and budgeting for capital projects. Alpena has adopted a six-year CIP that is reviewed and updated with the annual budget. The CIP is available on the city's website. Capital projects are consistent with adopted plans, and have been prioritized.

Best Practice 1.1—The plans *continued*

Status	Evaluation criteria	Recommended actions for certification	Estimated timeline
	The governing body has adopted a master plan in the past five years.	<input type="checkbox"/> Update the master plan to identify timelines and responsible parties for action items	15 months
	The governing body has adopted a downtown plan.	<input type="checkbox"/> Update the downtown strategic plan to identify projects, timelines for completion and cost estimates	15 months
N/A	The governing body has adopted a corridor plan.		
	The governing body has adopted a capital improvements plan.	✓	

Best Practice 1.2—Public participation

Best Practice 1.2 assesses how well the community identifies and engages its stakeholders on a continual basis. Public participation aims to prevent or minimize disputes by creating a process for resolving issues before they become an obstacle. Stakeholders are frequently engaged in the planning process and Alpena demonstrates that public participation efforts are proactive.

Alpena has used traditional and proactive methods to engage stakeholders including council announcements, individual mailings, newspaper advertising, online postings, social media, focus groups, community workshops and charrettes. As part of the 2012 rebranding initiative, the city held a design charrette and designed a community Facebook page to obtain feedback on a public plaza project. The city also worked with local media to cover the process and held focus groups with members of the public and targeted stakeholders. Results

and outcomes from planning initiatives are shared through media coverage, staff reports, minutes posted online and within planning documents. Alpena has achieved broad community participation during planning processes, leading to the creation of plans that define the community's vision and elicit widespread support.

While Alpena demonstrates exceptional public engagement efforts, the city must draft a comprehensive public participation plan, identifying interested and affected stakeholders and their unique communication needs encompassing all planning processes. The plan should serve as the city's best practices for obtaining input and acknowledge that timely community engagement in planning and policy development processes is crucial to building consensus and obtaining buy-in from community stakeholders.

Status	Evaluation criteria	Recommended actions for certification	Estimated timeline
	The community has a public participation plan for engaging a diverse set of community stakeholders.	<input type="checkbox"/> Draft a public participation plan as outlined in Best Practice 1.2	12 months
	The community demonstrates that public participation efforts go beyond the basic methods.	✓	
	The community shares outcomes of public participation processes.	✓	

Best Practice 2.1—Zoning regulations

Best Practice 2.1 evaluates the city's zoning ordinance and assesses how well it regulates for and implements the goals of the master plan. Zoning is a significant mechanism for achieving desired land use patterns and quality development. As the legal tool to implement the master plan, it is critical that zoning regulations align with the plan's recommendations for land use. Alpena's updated zoning ordinance reflects and supports the implementation of the goals, objectives and future land use plan outlined in the 2013 comprehensive plan. The update included new districts and hybrid form based zoning in the central business, commercial corridor and portions of the waterfront development districts. The new regulations allow for the preservation of assets, while providing flexibility to accommodate innovative design. Alpena's zoning ordinance and map are accessible online, allowing developers and other interested stakeholders to access information at any time. Zoning definitions and requirements are clearly depicted and a use matrix and flowcharts are included. The zoning ordinance is user-friendly, and includes clear graphics and hyperlinked text.

Zoning is an essential tool for shaping inviting, walkable communities and flexible zoning regulations can encourage desired development. Form based codes emphasize building form with the goal of creating a "place" and primarily manage physical form with a lesser focus on land use than traditional zoning. The zoning ordinance incorporates placemaking principles with form based elements, with an emphasis on mixed use development. Alpena allows mixed use in a variety of locations by right, and several base zoning districts are used in conjunction with an overlay to specify the intended scale, density and type of permitted development in detail. Communities can encourage desired development types and implement the community vision through the incorporation of flexible zoning tools. The ordinance also provides for a variety of housing types. Special land use requirements are clearly outlined and overlay zoning districts with flexible development standards serve to preserve unique cultural and natural features, maintain neighborhood character and foster harmonious development.

By placing a high priority on creating walkable places

and mixing uses, communities can increase the likelihood of walking and biking trips, reduce harmful emissions and increase social interaction. Alpena strives to promote walkability and improve non-motorized transportation access throughout the city in a coordinated approach. The master plan calls for the enhancement and expansion of non-motorized transportation and the zoning ordinance requires that the street network, including sidewalks, results in a high degree of connectivity. The zoning ordinance requires sidewalks for all nonindustrial uses and bicycle parking spaces. Downtown design standards and guidelines outline public streetscape elements including outdoor seating, street furniture, lighting, wayfinding signage and sidewalks. The city has adopted a complete streets ordinance supporting roadway enhancements for all users of the right of way.

Provision of adequate parking can be challenging in downtowns of all sizes. Flexible parking standards in the city's zoning ordinance provide relief where appropriate. Shared parking is permitted and the ordinance includes regulations for parking maximums to limit excessive parking requests. The planning and development director may approve a reduction in the number of required parking spaces or allow off-site land banking to accommodate future parking. Bicycle parking is also required. Rethinking parking design to appropriately manage supply and demand and better meet the needs of communities, developers and users is essential.

Stormwater runoff is a major cause of water pollution in developed areas. Alpena's landscaping and buffering standards allow for flexibility and permit freedom in site design, provided that variation from the requirements will result in a development that is an improvement over the minimum standards. All parking lots are required to provide adequate stormwater drainage and preserve existing trees. Standards require the preservation of natural features, woodlands, trees and natural drainage patterns and native plantings are required. When the zoning ordinance is updated, inclusion of standards for green infrastructure such as rain gardens, green roofs and bioswales should be considered, as they help mitigate the effects of stormwater runoff.

Best Practice 2.1—Zoning regulations *continued*

Status	Evaluation criteria	Recommended actions for certification	Estimated timeline
	The governing body has adopted a zoning ordinance that aligns with the goals of the master plan.	✓	
	The zoning ordinance provides for areas of concentrated development in appropriate locations and encourages the type and form of development desired.	✓	
	The zoning ordinance includes flexible tools to encourage development and redevelopment.	✓	
	The zoning ordinance allows for a variety of housing options.	✓	
	The zoning ordinance includes standards to improve non-motorized transportation.	✓	
	The zoning ordinance includes flexible parking standards.	✓	
	The zoning ordinance includes standards for green infrastructure.	✓	
	The zoning ordinance is user-friendly.	✓	

Best Practice 3.1—Development review policy and procedures

Best Practice 3.1 evaluates the city's development review policies and procedures, project tracking and internal/external communications. The purpose of the site plan review process is to ensure that plans for specific types of development comply with the zoning ordinance. An efficient site plan review process is integral to being redevelopment ready and can assist a community in attracting investment dollars. The framework for Alpena's site plan review process is clearly documented in the zoning ordinance and includes a table identifying responsible parties for all development approvals. The city should consider adding a page on the website dedicated to the development review process that includes all resources and contact information.

The planning and development director manages and facilitates projects through the development review process, including meeting with applicants, processing applications, plan review, approval and project closeout. Optional pre-application conferences are encouraged by staff to elicit feedback and provide guidance. Developers and consultants can meet with staff involved with site plan review to discuss conceptual development project details, free of charge. While the zoning ordinance outlines the availability of and requirements for pre-application meetings, an internal checklist should be developed to provide the expectations for the meetings.

Significant public opposition or concern can slow down the review and approval of a project and ultimately cost a developer time and money. Often, public concern arises out of limited or incorrect understanding of a project. Alpena encourages developers to meet with citizens and neighborhood groups to review development plans and address concerns prior to appearing before the planning commission. By soliciting public input early in the process, well before required public meetings and hearings, neighbors can make their concerns known to the developer and decision makers.

The internal joint site plan review process is coordinated by the planning and development director

and the team holds an internal meeting to evaluate the plan. The director coordinates with the applicant to incorporate necessary amendments. Projects are formally tracked through the development process via BS&A software. Tracking development projects allows for increased transparency and efficiency, keeps staff well informed, provides clarification as to the status of a project and can assist in measuring the results of the approval process. Following site plan approval, the director continues to assist the applicant and coordinates with building and inspections staff to provide a seamless approval process. The building department also uses BS&A software for project tracking purposes.

Streamlined, well documented development review policies ensure a smooth and predictable experience when working with a community. The zoning ordinance clearly illustrates the process and requirements for plot plans and site plans. Development review process flowcharts with estimated timelines should be added to the website to clearly outline expectations for the applicant. Documented internal procedures need to be in place and followed to effectively communicate expectations to prospective developers and business owners. An internal requirements checklist for the development review process should be created. Documenting internal processes helps to ensure consistency over time, regardless of staffing.

Stakeholder interviews provided positive feedback about city staff and the development review process. The joint site plan review team regularly holds post-development meetings to discuss the process and identify areas for improvement. In the future, the planning commission annual report could highlight the results of the development review process. While Alpena exhibits excellent customer service and responsiveness, the city should develop a formal customer feedback mechanism to monitor the site plan review process, and amend the process if necessary.

Best Practice 3.1—Development review policy and procedures *continued*

Status	Evaluation criteria	Recommended actions for certification	Estimated timeline
	The zoning ordinance articulates a thorough site plan review process.	✓	
	The community has a qualified intake professional.	✓	
	The community defines and offers conceptual site plan review meetings for applicants.	<input type="checkbox"/> Create an internal requirements checklist for pre-application meetings	9 months
	The community encourages a developer to seek input from neighboring residents and businesses at the onset of the application process.	✓	
	The appropriate departments engage in joint site plan reviews.	✓	
	The community has a clearly documented internal staff review policy.	<input type="checkbox"/> Create an internal requirements checklist for development review processes	9 months
	The community promptly acts on development requests.	<input type="checkbox"/> Add development review process flowcharts including timelines to the website	9 months
	The community has a method to track development projects.	✓	
	The community annually reviews the successes and challenges with the site plan review and approval procedures.	<input type="checkbox"/> Develop a formal mechanism to obtain customer feedback	9 months

Best Practice 3.2—Guide to Development

Best Practice 3.2 evaluates the availability of the community's development information. Land use planning and development involve a wide range of stakeholders. For the process to work effectively, everyone involved must understand roles and responsibilities. Development materials should be assembled to help citizens, developers and public officials gain a better understanding of how the development process in each community works. Contact information, meeting schedules, agendas, minutes and relevant plans are available on Alpena's website. The city should update the website to include development applications, conceptual meeting procedures and flowcharts to assist

with navigating through various development processes.

It is important that developers understand review and permitting costs at the start of the process, so there are no surprises later. Alpena's comprehensive fee schedule is readily available on the city's website as part of the budget document. The city reviews fee schedules during the annual budget process to ensure that fees are fair to applicants and affordable by the community. Credit cards are flexible methods of payment and have become increasingly important in business transactions. The city accepts credit cards, providing customers with a convenient method to pay development fees.

Status	Evaluation criteria	Recommended actions for certification	Estimated timeline
	The community maintains an online guide to development that explains policies, procedures and steps to obtain approvals.	<input type="checkbox"/> Add development process flowcharts, conceptual meeting procedures and development applications to the website	9 months
	The community annually reviews the fee schedule.	✓	

Best Practice 4.1—Recruitment and orientation

Best Practice 4.1 evaluates how a community conducts recruitment and orientation for newly appointed or elected officials. Numerous boards, commissions and committees advise city leaders on key policy decisions. An application for open board and commission seats is available online and vacancies are posted on the city's website. Each board and commission has a dedicated page on the city's website with a description of the appointment process, responsibilities and meeting schedule.

Assisting newly elected officials and appointees

with learning basic information about the structure and processes of government and community and economic development is vital to them playing a part in the city achieving its goals and objectives. City board and commission members receive orientation materials when appointed or elected. Orientation for new planning commissioners is comprehensive and appointees receive copies of the zoning ordinance and map, master plan and a handbook.

Status	Evaluation criteria	Recommended actions for certification	Estimated timeline
	The community sets expectations for board and commission positions.	✓	
	The community provides orientation packets to all appointed and elected members of development-related boards and commissions.	✓	

Best Practice 4.2—Education and training

Best Practice 4.2 assesses how a community encourages training and tracks education needs for appointed and elected officials and staff. Trainings provide officials and staff with an opportunity to expand their knowledge and ultimately make more informed decisions about land use and redevelopment issues. Training needs are reviewed as part of the annual budget process and training is covered under a dedicated line item in the budget. City department leadership and the human resources director monitor changes in technology and processes that affect operations and arrange training for key personnel. The city manager approves requests for training. Newly elected and appointed officials are provided with pertinent training announcements via email, by phone and at meetings.

Tracking is a useful way to identify future training needs by documenting education received, identifying gaps and determining what topics should be focused on in the future. Individual departments track training that is required of staff to obtain or maintain required certifications, as well as attendance. The city does

not formally track individual training needs and attendance for boards or commissioners. A simple tracking mechanism should be developed to log training information. Turnover in staff and officials can create gaps in knowledge, which makes ongoing training essential.

Joint meetings between boards and commissions are essential to foster communication and effectively address development issues. The planning commission and city council meet collaboratively at least once per year to review the capital improvements plan and discuss development issues and opportunities. Members of the city council attend meetings of many city boards and report back on major findings. Administration and staff also provide regular updates at meetings to keep each group informed. In an effort to continue open lines of communication and meet requirements of the MPEA, the planning commission should prepare an annual report that highlights annual activities and provides the status of planning initiatives, including recommendations to city council related to planning and development.

Status	Evaluation criteria	Recommended actions for certification	Estimated timeline
	The community has a dedicated source of funding for training.	✓	
	The community identifies training needs and tracks attendance of the governing body, boards, commissions and staff.	<input type="checkbox"/> Develop a mechanism to track training needs and attendance for board and commission members	6 months
	The community encourages the governing body, boards, commissions and staff to attend trainings.	✓	
	The community shares information between the governing body, boards, commissions and staff.	<input type="checkbox"/> Prepare a planning commission annual report	6 months

Best Practice 5.1—Redevelopment Ready Sites®

Best Practice 5.1 assesses how a community identifies, visions for and markets their priority redevelopment sites. Communities must think strategically about the redevelopment of properties and investments should be targeted in areas that have the potential for positive future development. Focusing on the redevelopment and reuse of a single property can catalyze further development around it. Restoring buildings without a vision for the surrounding area is often insufficient to generate lasting change. The “Alpena Comprehensive Plan” and DDA plan both recognize the downtown as the focal point of the community and encourage continued mixed use redevelopment for the downtown and surrounding areas. The master plan also identifies the waterfront front and strategic corridors as targets for redevelopment.

Alpena has identified a list of priority sites for redevelopment, including the Alpena Power Building.

The city was recently awarded funds for demolition of the building and plans include transferring the site to Target Alpena and promoting the site as a prime redevelopment opportunity. The next steps for the community are to gather basic information and establish a vision for priority sites. Sites where redevelopment may be viewed as controversial may require additional public engagement. Available incentives are listed on the city’s website, however, negotiable development tools, financial incentives and in-kind support available for projects meeting desired development outcomes must be identified. Once the city has identified information that a developer would need to pursue a project on the available sites, the materials should be assembled in a property information package and posted online. The city should continue to collaborate with the local real estate community, DDA and Target Alpena to market properties.

Status	Evaluation criteria	Recommended actions for certification	Estimated timeline
	The community identifies and prioritizes redevelopment sites.	✓	
	The community gathers basic information for prioritized redevelopment sites.	<input type="checkbox"/> Gather basic information for priority sites	3 months
	The community has development a vision for the priority redevelopment sites.	<input type="checkbox"/> Outline desired development outcomes and identify community champions for priority sites	6 months
	The community identifies potential resources and incentives for prioritized redevelopment sites.	<input type="checkbox"/> Identify negotiable development tools and incentives	6 months
	A property information package for the prioritized redevelopment site(s) is assembled.	<input type="checkbox"/> Assemble a property information package for at least one priority site	6 months
	Prioritized redevelopment sites are actively marketed.	<input type="checkbox"/> Market the property information package online	6 months

Best Practice 6.1—Economic development strategy

Best Practice 6.1 evaluates what goals and actions a community has identified to assist in strengthening its overall economic health. Strategic economic development planning is critical to attract jobs and new investment in communities. The 2013 “Alpena Comprehensive Plan” outlines economic opportunities and challenges and has identified a vision for realizing a diversified economy that is supported by Target Alpena’s work. Alpena has established Neighborhood Enterprise Zones to promote neighborhood revitalization and encourage new investment, with a focus on mixed use development in the downtown. The city’s Brownfield Redevelopment Authority has achieved success and supported economic growth in the core of the city, particularly along the waterfront, spurring the redevelopment of several properties.

Alpena partners with the Target Alpena Economic Development Corporation, housed under the umbrella of the Alpena Area Chamber of Commerce for economic development services. Michigan State University Extension also assists with the promotion of economic development for Alpena. Target Alpena

identified economic development goals and objectives for 2014 focused on business recruitment, economic gardening, promotion of available properties, regional cooperation and utilizing the Revolving and Micro Revolving Loan Funds. The Revolving Loan Fund Program has played a key role in economic growth for the community, supporting job creation and private investment. Efforts are being made to attract new technology and specialized industries to new industrial parks, Renaissance Zones and the Alpena County Regional Airport. Target Alpena has also reported on successes in each area for 2013. Economic vitality has been established as a strategic focus for Alpena. Continuing to work with community and regional partners to offer diverse employment opportunities, support existing businesses and continued efforts to sustain a vital, vibrant downtown should be emphasized. These goals and objectives should be updated for 2015 with implementation steps that include timelines and responsible parties. Achievements for 2014 should also be identified and reported out to the city council.

Status	Evaluation criteria	Recommended actions for certification	Estimated timeline
	The community has approved an economic development strategy.	<input type="checkbox"/> Add recommendations for implementation, including timelines and responsible parties	12 months
	The community annually reviews the economic development strategy.	<input type="checkbox"/> Annually review and update the economic development strategy	12 months

Best Practice 6.2—Marketing and promotion

Best Practice 6.2 evaluates how the community promotes and markets itself. Community marketing and promotion can take many forms, but the goal is to create a positive image that rekindles community pride and improves consumer and investor confidence. Marketing and branding should frame what sets a community apart from others. Organizations like the Alpena Area Convention and Visitors Bureau, the DDA, and Alpena Area Chamber of Commerce have created and promoted many successful events that attract tourism dollars to the area. The city has also partnered with Pure Michigan to strategically market the area.

In 2012, Alpena participated in an intensive branding exercise that resulted in the development of the “Alpena Branding, Development and Marketing Action Plan,” establishing the city as the “Sanctuary of the Great Lakes,” revolving around the National Marine Sanctuary. The plan identifies challenges facing the city as well as assets that can be built upon and includes specific opportunities and strategies to attract businesses, talent and real estate development. Community profile and opportunity brochures were highlighted as a method to promote available properties, recruitment of talent and new business and tourism promotion. The development of the plan was led by the Alpena brand development committee, which included local businesses and supporting organizations. The CVB is working to establish a brand leadership team to take ownership of

the plan and lead implementation.

Ongoing marketing and branding efforts should continue to be coordinated with the CVB, DDA, Chamber, Target Alpena and other partners. Coordinated marketing strategies strive to strengthen the image of the community, heighten awareness and promote the city. Enhanced marketing efforts can assist with sharing the established vision, values and goals outlined in the master plan and reinforce Alpena’s identity as a destination. Alpena must continue to market the city with the intent of positioning the community as an attractive place to live, work and invest.

Visitors to a community’s website need to be able to find accurate information quickly and the importance of a user-friendly website cannot be overstated. Alpena’s website is easy to use and includes linked pages where pertinent planning, zoning and economic development information is assembled. While city council and planning commission meeting agendas and minutes are posted on the website, information for other city boards should be updated with more regularity. Property information packages should be uploaded to the website when completed. The Alpena DDA and chamber maintain active Facebook pages that are updated frequently with various announcements and events. The city’s website should link to all partner organization social media accounts.

Status	Evaluation criteria	Recommended actions for certification	Estimated timeline
	The community has developed a marketing strategy.	✓	
	The community has an updated, user-friendly municipal website.	<input type="checkbox"/> Update city website to include property information packages and updated meeting minutes	9 months

The RRC program assists communities in maximizing their economic potential by embracing effective redevelopment tools and best practices. The city must find a balance between removing unnecessary delays and hurdles, while preserving the integrity of the community's vision and goals, positioning the city for success. Alpena has exhibited a strong commitment to improving their redevelopment readiness and is working diligently to meet the remaining best practice criteria and achieve the Redevelopment Ready Certified Community® designation.

Next steps for the city include the governing body adopting a resolution of support to proceed with the RRC program. Alpena will need to continue to implement actions toward achieving certification. Staff has attended the RRC best practice trainings and is required to submit quarterly progress reports to inform the RRC team of progress made in terms of implementing the necessary steps to meet the RRC best practices. Upon meeting all of the best practice criteria, Alpena will be a certified Redevelopment Ready Community®.




Memorandum

Date: September 30, 2015

To: Karen Hebert, City Clerk/Treasurer/Finance Director

Copy: Greg Sundin, City Manager

From: Stephen J. Shultz, IT Coordinator 

Subject: Fiber Lease Agreement – Merit Network, Inc.

In 2012, the City and Alpena County installed 24 strands of fiber adjacent to Airport Road from M-32 to the County SRE building for the purpose of connecting various infrastructure and buildings to the City/County networks. The ownership of this fiber is split evenly between each entity (12 City and 12 County). Currently the City strands are all unused, but there are plans to connect to the lift station on Airport Road with 2 strands as well as eventually to the lift station on the base itself using another 2 strands.

Merit has recently contacted both the City and County and discussed the option of leasing fiber. Merit has agreed to connect the airbase as well as MDOT to the Merit Network. In lieu of building additional fiber down airport road, they are proposing to lease 4 strands each from the City and County, totaling 8 strands.

Merit has supplied the IRU and Maintenance Agreement for our review. The County Assistant Prosecutor has reviewed and amended the document and the City Attorney has reviewed it as well. Merit is proposing to pay \$8,000 up front to have rights to the fiber for 10 years as well as \$700 per year for maintenance with all fees negotiable at the time of renewal. The City and County would split the lease income equally.

After discussion with both the County IT staff and the City Tech Committee, we agree that the dark fiber proposed for lease to Merit is not needed at this time, or into the immediate future. The need for this fiber can be reviewed each time the Agreement is renewed. There is also language allowing any party to dissolve the Agreement with notice. In addition, there is equipment that will allow the transmission of several separate signals across one pair of fiber, thereby increasing capacity without installing more fiber or dissolving a lease agreement.

For the reasons stated above, I am requesting, as IT Coordinator, that City Council authorize staff to continue to work with Merit and the County of Alpena to finalize the Lease Agreement under acceptable terms for all parties involved. The final Agreement will be presented for Council authorization at a future meeting.





Memorandum

Date: September 29, 2015

To: Greg Sundin, City Manager

Copy: Mayor and City Council members

From: Donald H. Gilmet, Building, Zoning, Harbor Official

Subject: Extension of Marina Operators Contract

2015 is the last year of the current Marina Operators' (Thunder Bay Shores Marine) contract. The existing contract is set to expire on December 31, 2015. Per discussions with you and Karen during the budget sessions earlier this year, after I put together a budget outlining projected revenues and expenses for the City to take back management of the marina, we decided to offer Thunder Bay Shores Marine a one year extension of the existing contract if they would be interested. This will allow us some additional time to explore options for the marina moving forward. After talking with them they have agreed to operate the marina for another year under the existing contract parameters. Moving forward, we have scheduled meetings next week with DPW and engineering to discuss staffing, training, hours and a budget for a City staffed marina and what services would be offered. As you know another marina service provider has approached us with some interest in possibly operating the marina in the future. I will continue to explore that option.

I would recommend that council approve the one year extension of Thunder Bay Shores Marine contract through December 31, 2016.



CONTRACT DOCUMENTS

FOR THE CITY OF ALPENA

March 2014

Additional year added September 17, 2015

Prepared By:

City of Alpena, 208 N. First Avenue, Alpena, MI 49707 (989) 354-1700

CITY OF ALPENA'S MARINA MANAGEMENT AND OPERATIONS CONTRACT

This agreement entered into this _____ day of _____, 2014, between the City of Alpena and Thunder Bay Shores Marine for the operation of the City of Alpena's Marina, shall begin on January 1, 2014 and running through **December 31, 2016**.

I. Type of Marina

The City of Alpena's Marina will be operated as a full service marina. Therefore, the contractor shall be required to provide, as a minimum, the following types of services and/or equipment:

- A. Seasonal and transient rental of docks including City dockage behind the armory, and behind the Alpena Power Company and along the Thunder Bay River.
- B. Supervision and Management of the City of Alpena's Marina including launching ramps both at the marina and at the North Riverfront Park.
- C. The contractor shall be required to use the City's lift; renting same from the City. Maintenance and proper operation of the City's lift shall be the responsibility of the contractor.
- D. Cradles and other acceptable equipment for the winter storage of boats. The operator shall be responsible for the transportation of these cradles for storage at the City of Alpena's Department of Public Works Service Facility in a location so designated in that facility. This location must be kept neat, clean, and orderly.
- E. Gasoline, diesel and oil sales from City-owned facilities.
- F. Radio broadcast of weather conditions.
- G. Marine radio capabilities. The operator shall be responsible for all application and licensing requirements.
- H. Marine store – At minimum, the contractor shall operate a Marine store that will provide basic boat maintenance products and boating accessories.
- I. Maintenance facilities with trained certified people for the repair of boats, marine motors and engines, including small boats and motors.

J. Sanitary pump out facilities.

K. Operation and Management of State Reservation System.

Services not normally associated with a full service marina shall require the written consent of the City prior to being provided.

II. Payment

The contractor shall make payment to the City of Alpena equaling \$28,818.04 as outlined below. This amount includes \$3818.04 for rental of the City's boat hoist. The contractor shall make these payments per the outlined schedule. The payment for a given month shall be due and payable thirty (30) days after the end of that given month. After fifteen (15) days, the payment shall be

PAYMENT	DUE	LATE PAYMENTS	BOAT HOIST	RENT	AMOUNT
Payment #1 – May 2014/15/16	June 30, 2014/15/16	July 15, 2014/15/16	\$636.34	\$2,000	\$2,636.34
Payment #2 – June 2014/15/16	July 30, 2014/15/16	August 16, 2014/15/16	\$636.34	\$5,000	\$5,636.34
Payment #3 – July 2014/15/16	August 30, 2014/15/16	September 16, 2014/15/16	\$636.34	\$5,000	\$5,636.34
Payment #4 – August 2014/15/16	September 30, 2014/15/16	October 15, 2014/15/16	\$636.34	\$5,500	\$6,136.34
Payment #5 – September 2014/15/16	October 30, 2014/15/16	November 15, 2014/15/16	\$636.34	\$5,500	\$6,136.34
Payment #6 – October 2014/15/16	November 30, 2014/15/16	December 15, 2014/15/16	\$636.34	\$2,000	\$2,636.34

subject to 5% late penalty of monthly total plus 1% carrying charge per month thereafter.

Payment Schedule: For the years 2014, 2015 and 2016.

The Monthly Marina Report must include specific line items documenting the usage and fees collected on all riverfront dockage areas. The contractor shall work with the City in developing a format to the Monthly Marina Report that satisfies the documentation needs of the City.

This report shall be submitted within 15 days of the end of the month. Failure to provide in a timely matter will result in a \$50.00 per day penalty. The contractor shall be responsible for the collection of all fees and charges.

Boat launch fees, seasonal and transient dockage rates are controlled by the City of Alpena and/or the Michigan Department of Natural Resources, Waterways Commission.

The contractor shall have all of their personal belongings, furniture and other items out of the apartment above the marina office by May 1, 2012, after which such time the City shall assume all control of said apartment. Contractor shall give all keys to the apartment to the Harbor Master and leave the premises in a clean condition and repair any damages to the apartment at their own expense.

III. Equipment

The contractor shall be responsible for providing and maintaining in good working order and appearance all necessary equipment needed to manage and operate the Marina. Outside storage of equipment, other than the travel lift, shall not be permitted.

IV. Food Stuffs

The contractor shall not sell food stuffs except soft drinks, candy and other pre-packaged items such as potato chips, from the premises, unless specific permission is received in writing supplemental to this agreement from the City.

V. Advertising

The contractor shall advertise either in person, via internet or by mail to Yacht Clubs around the state in an effort to bolster usage at the harbor. Contractor will also complete the work on a web-site with general and/or specific information regarding the marina under their name by October 15, 2012.

VI. Maintenance

A. Store/Office/Shop

The contractor shall be responsible for all minor or routine maintenance on the interior and exterior including but not limited to the building's plumbing, electrical and heating systems (changed bulbs, replace light fixture ballasts, replace circuit breakers, fix leaking faucets or supply lines, excluding underground lines, etc.), interior walls and ceilings (repair drywall, replace ceiling tiles, repainting).

The contractor shall keep the store/office/shop building clean and orderly. Windows (inside and outside) shall be cleaned, and remain unobstructed, on as needed basis, as directed by the City. The contractor shall provide all maintenance and cleaning supplies.

The contractor may make major repairs or alterations to any marina buildings at his own expense only if specific permission is received in writing from the City.

B. Fish Cleaning Station/Boaters Restrooms/Boaters Lounge

The contractor shall be responsible for the cleaning of the boaters lounge, restrooms and the fish cleaning station. The contractor shall wash windows inside and out as needed, change light bulbs, sweep and mop floors daily or as needed, clean showers, sinks and toilets and keep toilet paper in dispensers. Contractor shall wipe down all surfaces on tables, counters and walls as needed. The contractor shall be responsible

for their own cleaning supplies. Light bulbs and toilet paper will be provided by the city. These areas shall be kept in an exceptionally clean and attractive appearance for the users.

C. Sewage Pump out System:

The contractor shall maintain and repair the sewage pump-out system within the Marina.

The contractor shall test the sewage pump out system each spring prior to the start of each boating season. The contractor shall document test results and provide a copy to the City annually. The contractor shall provide and maintain a portable pump-out to back up the permanent system and keep the harbor facility in compliance with state laws, which prohibit overboard discharge of waste.

D. Marina Grounds:

The contractor shall maintain one area for the disposal of trash (near marina building) and provide for the removal of trash from the store/office/shop/boaters lounge/boaters restrooms and-premises at the contractor's expense on a regular basis. Trash shall not be allowed to accumulate outside of the designated fenced-in disposal areas nor shall it be allowed to accumulate to a height beyond the holding capacity of a closed dumpster.

E. Harbor Basin/rip-rap shoreline:

The contractor shall be responsible to ensure all floating debris is removed from the water in the Harbor Basin on a regular basis. This would include plastic and glass bottles, plastic debris and bags, pieces of wood, ropes, paper and any other floating or partially submerged debris. These items are to be removed and disposed of in the dumpster.

All trash, debris, plastic, glass, paper, and wood shall be removed from the shoreline on a regular basis as needed. Large weeds shall be removed from the rocks on the shoreline near the boater's docks as needed.

The contractor shall be responsible to perform these services with their own labor, however from time to time the city may be able to assist with labor supplied through the court system. The city also highly encourages the contractor to partner with boating groups such as the sea scouts and youth sailing program to help make the marina a show place.

The contractor shall also provide for (at the contractor's expense), to include garbage bags, the regular removal of trash from the docks, boaters lounge, boaters restrooms and other specified locations on the marina grounds. Trash from these locations shall be placed in a dumpster supplied onsite by the City near the Fish Cleaning Station.

Trash shall not be allowed to accumulate outside of the designated disposal area nor shall it be allowed to accumulate to a height beyond the holding capacity of a closed dumpster. The contractor shall coordinate with the Department of Public Works to ensure efficient trash disposal at the City Marina to the City's specifications.

The contractor shall make no outdoor, on-site storage of parts, equipment, or materials anywhere on the marina grounds. All storage shall be done inside the marina building (backroom repair/storage areas). Any items requiring outdoor storage shall be transported to the City's DPW Service Facility and stored in empty cradles placed there by the contractor.

The contractor shall not allow the storage of boats and trailers on the marina grounds unless said storage is specifically related to the maintenance or repair of said boats or trailers. The City, or its designee, must approve all such allowed storage in excess of 7 calendar days.

The contractor shall be responsible for all grass mowing and weed cutting of the marina grounds to the City's specifications. Grass mowing shall be done in conjunction with the City mowing the adjoining City property, and not allowed to exceed a maximum height of 4 inches and clippings shall be removed from paved areas and bagged for disposal. This service shall be conducted at the contractor's expense. For purposes of this section, marina grounds shall be defined as that area between Harbor Drive and Lake Huron and Prentiss Street east to the City's property line.

It is the intention of the City to monitor the appearance and general condition of the marina regularly. The City shall also perform, at minimum, monthly monitoring inspections and at any other times as needed. Any areas of the harbor facility found to be in non-compliance with any of the provisions of this agreement shall result in the problems, following written notification, will result in the City taking appropriate action as allowed in Section F and/or section XXII.

F Failed inspections.

After each monthly or periodic inspection, the City shall notify the contractor in writing or in person through the Harbor Master of any violations. Failure by the contractor to correct the stated deficiencies within 48 hours, or in a specified period of time as indicated by the City in writing, shall constitute a violation. The City of Alpena shall then correct said stated violations and will bill the contractor for the cost of said corrections.

VII. Utilities

The contractor shall be responsible for and pay for 100% of electric meter location number 07-007-07434. The City shall be responsible for 100% of the water and sewage expenses to the marina grounds. In the event the City decides to rent, lease or otherwise make occupied the

apartment above the marina office, the City shall pay the marina operators \$ 50.00 per month towards the electric utilities. This shall commence the first month the unit is occupied and cease when it is vacant.

The contractor shall be responsible for having any phone lines needed for conducting business at the marina installed. The installation costs plus the connection and usage fee for any telephones needed shall be at the contractor's expense.

VIII. Insurance

The contractor shall purchase, maintain and provide proof of insurance protection for claims set forth below which may arise out of or resulting from the contractor's operation on the premises of the marina, whether such operations be by the contractor, or by any subcontractors, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

INSURANCE REQUIREMENTS:

The Contractor will maintain at its own expense during the term of this Contract the following insurance:

Worker's Compensation Insurance

1. Workers Compensation -Statutory -in compliance with the Compensation Law of the State of Michigan including the state act.
2. Automobile Liability Insurance with minimum limits of liability, per occurrence, of \$1,000,000 Combined Single Limit (Bodily Injury/Property Damage).
3. Comprehensive General Liability Insurance (with a minimum limit of liability per occurrence \$2,000,000 combined Single Limit Bodily Injury/Property Damage and \$1,000,000 umbrella). This insurance shall indicate on the Certificate of Insurance the following coverage's:
 - A. Premises -Operations
 - B. Independent Contractor and Subcontractor
 - C. Products and Completed Operations
 - D. Broad Form Property Damage
 - E. Broad Form Liability Endorsement
 - F. Marina Operator's Liability

The automobile Liability and Comprehensive General Liability Insurance shall name the City of Alpena as an additional insured.

The contractor agrees to protect, defend, indemnify and hold the City of Alpena and its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of, or relating to any and all claims, liens, demands, obligations, actions,

proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of the contractor's use and occupancy of the said premises, or its exercise of the rights and privileges hereby granted in this agreement. Without limiting the generality of the foregoing, any and all such claims, etc., relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any courts, shall be included in the indemnity hereunder, whether due or claimed to be due to the negligence of the contractor, or the negligence of the City of Alpena, or the negligence of both the contractor and the City of Alpena, or the negligence of any other person or otherwise. This paragraph shall not, however, be construed as being applicable to liability for damage arising out of bodily injury to any person or damage to property of others resulting from the sole negligence of the City of Alpena, or by anyone for whose acts any of them may be liable.

Medical Payments Insurance, in conjunction with General Liability Insurance, to pay to or for any person, other than the contractor's employees, all reasonable medical expenses incurred one year from the date of the accidental injury arising out of a condition in the premises or operations with respect to which the contractor has general bodily injury liability insurance with limits not less than \$1,000 each person and \$5,000 each accident.

The operators shall maintain Marina Operators Legal Liability Insurance with the City of Alpena named as additional insured in an amount not less than \$2,000,000. Equipment not otherwise covered shall be covered under this policy through an equipment floater.

The contractor shall maintain insurance upon its contents as it deems appropriate. Insurance required shall remain in force during the period the agreement and shall be written for not less than the limits of liability specified above. The contractor is responsible for making each subcontractor comply with these insurance requirements. Certificates of Insurance acceptable to the City shall be filed with the City prior to the execution of this Management Agreement and shall name the City of Alpena as an additional insured. The certificate shall contain a provision that coverage's afforded under the policies will not be modified or cancelled until after at least 30 days written notice to the City.

The City shall maintain adequate fire and casualty insurance upon all the premises' buildings. In the event of the total or substantial destruction of the marina building by fire or the elements, a comparable structure shall be rebuilt by the City within a reasonable period of time.

IX. Personal Property Taxes

The contractor shall be required to report personal property and to pay all personal property taxes on the contractor's business equipment, furniture, fixtures and signs.

X. Dockage

As a part of the consideration hereof, the contractor is granted exclusive right to rent to

the general public dock spaces upon the docking facilities adjacent to the premises (and along the Thunder Bay River). The contractor has an obligation to ensure that all docked vessels in these locations have registered and paid all required fees. The contractor shall only provide the minimum number of transient slips as mandated by Michigan Waterways Commission, Department of Natural Resources. All other docking slips are designated for seasonal dockage, except that the contractor may rent out the seasonal docks for transient use when they are not in use by the seasonal dock renter.

The contractor further agrees that a specific number of docks will be reserved for the exclusive use of and/or rental by transient watercraft. The City and Michigan Waterways Commission annually determine the number and location of transient dockage. In the event that the City received written permission from the Department of Natural Resources to use a number of the new floating docks for rental as seasonal docks, the City will provide written authority to the contractor to pursue seasonal rentals for those docks.

In regards to the assignment of seasonal docks, individuals renting a seasonal dock during a previous season shall have first opportunity to rent a seasonal dock for the following season. If a previous renter of a seasonal dock decides not to rent a dock for the following season, or if new seasonal docks are constructed, assignments for these available seasonal docks shall be made from a waiting list maintained by the contractor pursuant to Michigan Waterways Commission rules.

As seasonal slips are vacated by their present lessees, they shall be converted, with prior City approval, to transient slips, with a corresponding slip on the floating dock system becoming a seasonal slip. This shall be done until such time that the City feels a sufficient blend of seasonal/transient slips has been achieved.

The assignment of space for winter boat storage will also be made available first to boaters having rented a seasonal slip during the past summer.

The City and contractor agree that the charges and fees as recommended by the Waterways Commission of the Michigan Department of Natural Resources shall prevail in the absence of any other specific charges prescribed by the City of Alpena and all charges will include water and power. The categories specifically prescribed by the Waterways Commission are transient fee charges and seasonal dockage fees.

Fees charged for use of the so-called river frontage owned by the City of Alpena on the south side of the river extending from the Second Avenue bridge to the City property northeast of the Armory, excluding the Federal Building dock, shall be one-half (1/2) of the transient fee charged for water crafts suggested by the Department of Natural Resources, Michigan Waterways Commission, as charged at the City of Alpena's Marina. Seasonal dockage rates for this area shall be set by the City Council. The contractor shall provide electric power, if available and requested by transient boaters, to boats docked at this area from the service facilities provided by the City. This area shall be utilized as transient dockage unless otherwise approved in writing by the City.

The contractor shall be required to manage the State of Michigan Central Reservation System, as per the executed contract between the City of Alpena and the State of Michigan,

Department of Natural Resources, which is attached for reference.

It is agreed that the rates, rentals, seasonal slip assignments, waiting lists for seasonal slips and hours of operation shall be posted upon the premises and the contractor further agrees to comply with all lawful orders and regulations of the Board of Health, Police Department, and State and Federal governmental agencies and authorities, relative to the business being conducted upon the premises.

The contractor shall keep a dock log for submittal to the City. The log shall include name, address, boat number, length of boat, home port, last port, next port, date and time of arrival, date and time of departure, number of persons aboard, and other information deemed necessary by the City. This information shall be available during operating hours to the U. S. Customs Official, U. S. Coast Guard, Sheriff's Department, State Police and City Police. The contractor shall provide a copy of this log to the City upon request.

The contractor shall keep a separate listing of transient boaters in addition to the logs required above. This listing will be on a one page form provided by the City and will be turned in to, or collected by the harbor master every Monday from June 1st through the end of the boating season.

The contractor shall provide radio(s) at base of operations for broadcast of weather information during operating hours.

The contractor shall provide radio communications to boaters during operating hours with personnel trained in proper radio procedures.

It is further agreed that the contractor shall provide dock attendants as needed dependent upon usage, or for special circumstances; June 1 through Labor Day weekend (considered the boating season) with shorter hours from ice out to ice up, as determined by the Marina Operators. Signs displaying the new hours will be posted at the gas dock office, the marina building, and any other locations as approved by the City Manager. All signs will also contain contact information, including cell phone numbers, for dock attendants.

A. Marina Personnel

The contractor shall provide the City with a list of each employee working at the marina and their duties/job. As new employees are hired or existing employees leave or are let go during the boating season, an updated list shall be promptly provided to the City. It is imperative that the City knows who to discuss daily operational questions with and who complaints shall be directed to at the harbor facility on a daily basis. The contractor shall advise the City anytime the daily contact person at the harbor will be absent from the marina for an extended period of time (more than one day) by giving the City the name of the person left in charge of daily marina operations during the absence.

It is agreed that the contractor shall have the right to supervise and regulate the activities of members of the public in relation to public activities upon the premises

or the adjacent harbor and docking facilities as long as said regulations are not in conflict with any ordinance or regulation of the City or other governmental authority. The Harbormaster of the City, his agents and deputies, and other authorized personnel of the City shall have the right to enter upon the premises, and all adjacent docking and marina facilities, for the purpose of enforcing the laws and ordinance of the City and other statutory and governmental regulations.

The contractor's personnel shall be required to wear a standard uniform, approved by the City, while on duty at the marina. The uniforms shall be provided by the contractor to his personnel at the contractor's expense. The contractors and their personnel represent the City of Alpena and the Alpena area. Therefore, the City shall have the right to review and inspect uniforms to insure proper image.

The contractor's personnel shall receive an employee manual containing written standard operating procedures (prepared by the contractor and approved by the City) and actual on-site training by the contractor's management personnel in the following daily operational activities prior to beginning employment at the marina:

1. Proper fuel handling procedures.
2. Proper dockage procedures
3. Proper radio and telephone communication procedures.
4. Proper procedures for responding to written complaints
5. Specific duties for daily building maintenance.
6. Specific duties for daily, weekly or monthly activities required for marina grounds maintenance
7. Use of survey card for facility users.
8. Preparation and submittal of monthly reports to Michigan Department of Natural Resources and the City.
9. Procedures for dealing with an emergency situation (accident, fire, etc.). The City Fire Department shall develop a plan for fighting fires on the docks or on boats moored at the marina docks and a copy of it will be made available to the contractor.
10. Proper boat hoist training & procedures.

The contractor shall provide a copy of said manual to the City and annually document for the City that said training of all personnel occurred.

XI. Boat Launch Ramp

The contractor shall be responsible for collection of daily launch fees or seasonal launch fees as established annually by the City Council. The contractor shall, on a daily basis, or more often if necessary, place daily permit envelopes in the collection boxes adjacent to the boat harbor launch ramp and the North Riverfront Park launch ramp. The contractor shall empty the money boxes at each ramp on a daily basis, in the evening, so that no money is left in the collection boxes overnight. The daily permit envelopes shall be supplied to the contractor by the City.

The contractor shall sell seasonal launch stickers at the marina during regular office hours. The contractor shall be provided with the seasonal launch stickers by the City. The contractor shall retain all monies collected at the launch ramps and the marina office. Monies collected at City Hall and Earth Tech (SUEZ) for the sale of seasonal boat launch stickers shall be retained by the City.

XII. Winter Storage

The contractor may use part of the marina parking lot for winter storage of boats. Winter storage is allowed from September 1st to May 31st. This parking lot shall be the only area of City property where winter storage of boats is allowed at the time of this agreement. In the event that overhead utility lines are removed or relocated, allowing the contractor to move boats off the previously described marina property, the City may designate alternate storage sites to be used.

The charge for winter boat storage shall be mutually agreed upon by the City and the contractor with the understanding that the charge for winter boat storage for a given size boat shall be at least equal to the cost of removing that boat from the water with the hoist, transporting it to its storage site, unloading it onto its cradle or trailer, loading it back onto the hoist in the spring, transporting it with the hoist to the launch ramp and placing it back in the water for use by the owner.

The contractor will move boat storage cradles to the City's DPW Service Facility by May 31st of each year. The contractor shall execute a Winter Boat Storage Agreement with each boater that requests winter boat storage. Each agreement shall be properly executed and signed by a representative of the City, prior to actual storage of a boat on the parking lot. There will be no summer storage or sale of private boats on the City of Alpena's Marina parking lot, except for the storage of Ying-lings and only as approved by City on a case-by-case basis at rates approved by the City.

The contractor shall be responsible for placing the wooden cradles on the asphalt parking lot using appropriate wood planking or boards so that no indentations are left in the asphalt. The contractor shall be responsible for damage to pavement caused by solvents, paints, and maintenance procedures. The contractor shall be responsible for any damage to the asphalt pavement which is a result of improperly supporting the wooden cradles on the asphalt pavement of the parking lot. Railroad ties, wooden blocks, wooden planks, concrete blocks or other materials used in supporting the winter boat storage cradles, shall be stored inside the marina building (backroom repair/storage areas) or shall be transported by the contractor to the City's DPW Service Facility and stored with the empty cradles placed there by the contractor. None of the above referenced materials shall be stored outside, on-site at the marina, unless specific written consent is given by the City and a fenced-in storage area is provided for the materials by the contractor at his own expense.

In the event that the City subsequently amends the agreement to completely eliminate winter boat storage from the boat harbor parking lot, the City agrees to negotiate the impact with the contractor on revenues.

Failure to abide by the winter storage provisions will result in a \$100.00 daily fine until the provision is met. In the event of unusual or mitigating circumstances the City may waive the daily fine.

XIII. Festivals and Promotions

It is understood by the contractor that certain festivals occur at the City of Alpena's marina and in the parking lot, between the marina and Water Recycling Plant. These festivals include, but are not limited to, the Michigan Brown Trout Festival plus any other festivals approved by the City. The contractor shall fully cooperate with the organizations sponsoring these festivals and agrees to allow any similar activity to occur on these said premises after approval for same has been given by the City.

It is a priority of the City to market and promote the Marina as a first-class, full service facility. It is mutually agreed that the City and the contractor shall collaborate and share the cost of promotional activities. Joint marketing of the marina with the City shall in no way preclude the contractor of conducting promotional activities with their own resources.

XIV. Record Keeping

Each year the contractor shall submit an annual operating statement prepared by an independent C.P.A. detailing all revenues and expenses from seasonal dockage, transient dockage, gasoline and diesel sales, boat storage, boat hoisting, boat launching, and sewage pump-out to the City for the prior calendar year no later than June 30. This operating statement must detail solely those operations central to the City of Alpena Marina and not be intermingled with any other business operations of the contractor.

Failure to provide the annual operating statement by June 30th of each year will result in a \$100.00 daily penalty until the statement is provided to the City.

The Department of Natural Resources mandates that the City submit an annual operations statement to them prior to March 15 of each year. The contractor shall provide this report to the DNR, with a copy to the City. The contract shall also provide other reports as requested by the City and the Department of Natural Resources. In addition, the City shall have access to inspect the contractor's complete financial records involving the contractor's total operation of the marina, including the marina store and marina repair facility provided the same are kept confidential and not made public. Failure to provide the required records in a timely matter will result in penalties being assessed as allowable under Section II.

The City reserves the right to have a full financial compliance audit performed by an independent C.P.A. at the City's cost.

XV. Camping

No camping shall be permitted on the premises.

XVI. Further Expansion

It is hereby acknowledged that the City has plans to expand and improve the City of Alpena's Marina by providing additional areas for dockage and other miscellaneous improvements.

It is understood that the City will attempt to schedule construction activities to minimize interference with the contractor's operation of the marina, however, it is agreed that the City will not be responsible for any loss of business to the contractor resulting from construction activities, except as shall be caused by its active negligence or wrongful conduct. After completion of the improvements, the contractor and the City shall share in the increased revenues as stated previously under Section II, Payment.

It is further understood that the contractor shall provide the necessary additional staffing needed in the harbor expansion area such as, but not necessarily limited to, dock attendants, gas dock attendant. Additional staffing needs are the contractor's responsibility and will not result in additional cost to the City.

XVII. Term of Agreement

It is agreed between the City and contractor that this agreement shall run from January 1, 2014 through December 31, 2015 for the purpose of operating the marina.

XVIII. Non-Assignability of Agreement

This agreement is for the personal and exclusive use of the contractor and no other. This agreement shall, therefore, not be assigned by the contractor without the written consent of the City.

XIX. Subcontracting

No subcontracting by the contractor shall be permitted without the approval of the City.

XX. Amendment of Agreement

The agreement represents the entire agreement of the parties and may only be modified or amended in writing and signed by both parties.

XXI. Default

In the case of any payments due to the City and unpaid for a period of thirty (30) days, or any deficiencies not corrected within forty-eight (48) hours, or in a period of time provided by the City in writing, after notice shall be considered in default and subject to the appropriate penalties and measures, as outlined in this agreement.

In the case of any state default of any provision of this Agreement, then it shall be lawful for the City, its attorneys and assigns, to re-enter into and repossess said premises and each and

every other occupant to remove and put out.

XXII. Failure to Perform

In the event that the contractor fails to properly execute any of the requirements of this agreement, the City shall notify the contractor, in writing, of his failure to perform and shall give the contractor 10 calendar days (unless specifically noted elsewhere in this agreement) to correct the situation. If the contractor has not resolved the problem after the allowed time period, the City shall have the right to correct the problem itself and bill the contractor, or shall have the right to hire a different contractor to resolve the problem, and the cost of doing so shall then be billed to the contractor.

XXIII. Termination

It is mutually understood that if either party shall fail to perform any of the provisions hereof, then either party shall have the right to terminate this agreement by giving ninety days notice in writing to the other party at their official business, of their intention to so terminate unless corrected within 10 days. If said failure to perform is not corrected and this agreement is terminated, the City, or a contractor selected by the City, shall have the right to assume the operation of the City of Alpena's Marina as of the termination date. Upon such termination, or upon expiration of this agreement, the contractor shall have a reasonable time, not to exceed thirty days, to remove its property from the premises.

XXIV. Non-discrimination

The contractor assures that no persons shall be excluded from participation, denied any benefits, or subjected to any discrimination on the basis of race, color, national origin, religion, sex, age, height, weight, arrest record, veteran status, political affiliation, marital status, handicap, or any other protected classes. The City shall be responsible for all improvements required for barrier-free design, or needed so as to allow handicapped persons participation.

XXV. Non-Waiver

The failure of the City to insist upon or enforce strict performance by the contractor of any of the terms of this agreement or to exercise any rights herein shall not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon such terms or rights on any future occasion.

XXVI. Severability

If any provision of this agreement or any portion of such provision, or the application thereof, to any person or circumstance, shall be held to be invalid or unenforceable or shall become a violation of any local, state or federal laws, then the same as so applied shall no longer be a part of this agreement, but the remainder of the agreement, such provisions and the application thereof to other persons or circumstances shall not be affected thereby and this agreement so as modified shall continue in full force and effect unless the elimination of such provision detrimentally affects the consideration any party is to receive under this agreement.

XXVII. No Partnership or Joint Venture

Nothing contained in this agreement shall constitute or be construed to be or to create a partnership or joint venture between the City on the one part and the contractor on the other part.

XXVIII. Understanding and Agreements

This agreement constitutes all of the understandings and agreements of whatsoever nature or kind existing between the contractor and the City with respect to the contractor's operation of the boat harbor. Neither party makes a guarantee, warranty or representation that there will be either profits or losses from the operation of the boat harbor.

It is agreed that while boats are docked or stored on the premises, no other contractor or business shall have the right to work on any of the boats without first providing to the satisfaction of the City and contractor, insurance equivalent to the types and amounts recited in Section VII of this agreement and shall have first obtained the contractor's permission to perform or shall be subject to the contractor's direction, supervision and control, and further, such work shall be subject to the contractor's rules and regulations and control so as not to interfere with the operations of the contractor under this agreement and the public's use of the marina.

The covenants, conditions and agreements made and entered into by the parties hereto, are declared binding on their respective heirs, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written:

City of Alpena
Owner

Thunder Bay Shores Marine
Contractor

By:
Matthew J. Waligora, Mayor

By:
Michael Connolly, Owner

By:
Karen Hebert, Clerk/Treasurer/

By:
Richard McTaggart, Owner

Finance Director

208 N. First Avenue
Business Address

Alpena, MI 49707
City, State, Zip

400 E. Chisholm St.
Business Address

Alpena, MI 49707
City, State, Zip

Business Telephone Number

COUNTY OF ALPENA
Amended
INTERLOCAL AGREEMENT

THIS AGREEMENT is entered into this ____ day of _____ 2015, by and between the **COUNTY OF ALPENA**, a municipal corporation and political subdivision of the State of Michigan (hereafter, "the County"), and City of Alpena (hereafter, "the local unit"), pursuant to the authority of 1989 PA 138, as amended, being MCL 124.508a.

WHEREAS, Alpena County has adopted a Solid Waste Management Plan, as required under Part 115 of 1994 PA 451, as amended; and

WHEREAS, a major component of the Solid Waste Management Plan is the County's Recycling Program, which encompasses waste reduction and collection of consumer source separated services and related educational programs; and

WHEREAS, 1989 PA 138, as amended, allows the County Board of Commissioners, by resolution, to impose a surcharge not to exceed \$25.00 per year, per household, for waste reduction programs and for the collection of consumer source separated materials, as defined in Part 115 of 1994 PA 451, household hazardous wastes, tires, batteries and yard clippings; and

WHEREAS, 1989 PA 138, as amended, requires the County to defer the imposition and collection of a surcharge in a local unit of government within the County until the County has entered into an interlocal agreement relating to the collection and disposition of the surcharge with the local units of government.

NOW, THEREFORE, THE PARTIES AGREE:

I. Surcharge

By entering this Agreement, the local units agree with the County's authorization of the imposition and collection of a surcharge of up to \$20.00 per year, per household, in the local units for the collection of consumer source separated materials for recycling and related educational programs.

II. Billing and Collection of Surcharge

The surcharge shall be assessed to all households in the local units, and property owners shall receive notification of the surcharge with the local unit's winter ad valorem property tax bills. The local unit's Treasurer shall collect the surcharge at the time the local unit's winter ad valorem property taxes are collected. If a winter ad valorem property tax bill becomes delinquent, applicable fees or penalties will be applied to the surcharge.

III. Disposition of Surcharge Revenues

The local unit's Treasurer shall account for and remit to the Alpena County Treasurer the surcharges collected. All surcharges not collected by the local unit's Treasurer shall be collected

by the Alpena County Treasurer, as directed by the Alpena County Board of Commissioners. All funds collected shall be administered through the Alpena Recycling Board, as established by this agreement and used solely for purposes as stated in I. Surcharge.

IV. Administrative and Management Process for Surcharge

The Alpena County Recycling Board is hereby established to administer the county recycling program. The Alpena Recycling Board will be comprised of 6 representatives from the following: 2 representatives of the City of Alpena Council; 2 representatives from Alpena Township Board; 2 representatives from other township boards providing a geographic distribution to ensure representation from outlying areas. Operation and management of the day-to-day operations will be through a contract between Alpena County and the Northeast MI Council of Governments (NEMCOG). The Alpena Recycling Board will oversee the recycling program operations and management, establish the annual budget and set forth policies.

V. Opt-Out Provision

A household in the local unit shall have the option to petition its Township Board or City Council to be exempted from the surcharge, except that such exemption shall not be granted unless the exemption procedures set forth by the Township or City are followed. Such opt-out shall be filed with the Township or City on an approved form no later than the end of the business day of October 21 of each year.

If a household validly opts out of the surcharge, the local unit shall be responsible for (1) ensuring that the household is not made subject to the surcharge, and that the household does not use recycling services covered by the surcharge, and (2) maintaining records of households that have validly opted out.

VI. Term

This Agreement shall be for an initial term of three (3) years from the effective date, with an auto-renewal for (3) subsequent years.

This Agreement may be terminated by either the County or the local unit by the 1st of September of each year, or no later than sixty (60) days prior to the printing of the local unit's winter ad valorem property tax bills. All fees collected shall be used for the prior and/or current waste reduction and collection of consumer source separated services. Termination of this Agreement shall not result in a reimbursement of any funds collected pursuant to this Agreement.

VII. Effective Date

This Agreement shall be effective on December 1, 2015 through November 30, 2018 with an auto-renewal for 3 subsequent years.

VIII. Non-Discrimination

The parties to this Agreement agree not to discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, sex, height, weight, marital status, age, disability that is unrelated to the individuals'

ability to perform the duties of a particular job or position, or political affiliation. Both parties, and any contractor with whom the parties shall enter into an agreement for recycling collection and disposal services, shall adhere to all applicable Federal, State and local laws, ordinances, rules, regulations, and policies prohibiting discrimination. Breach of this section shall be regarded as a material breach of this Agreement.

IX. Amendments

This Agreement may not be amended, modified or changed in whole or in part in any manner other than by an agreement in writing duly signed by the authorized representatives of both parties.

X. Authority to Sign Agreement

The persons signing this Agreement on behalf of the parties certify by their signatures that they are duly authorized to sign on behalf of the parties, and that this Agreement has been authorized by the parties.

IN WITNESS WHEREOF, authorized representatives of the County and local unit have executed this Agreement on the day and year first above written.

WITNESSED BY:

ALPENA COUNTY

Date

By: _____
Cam Habermehl
Chair, County Board of Commissioners

Date

By: _____
Bonnie Friedrichs
County Clerk

Date

By: _____
Matthew J. Waligora
Mayor

Date

By: _____

Its: _____
Karen Hebert
City Clerk