



City Hall
208 North First Avenue
Alpena, Michigan 49707
www.alpena.mi.us
989.354.1700

REGULAR COUNCIL MEETING AGENDA JULY 01, 2024 AT 6 P.M. COUNCIL CHAMBERS

The meeting can be viewed virtually with the login Information as follows:

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

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

Access Code: 667-050-061

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Approval of and Proposed Modifications to the Agenda**
4. **Approval of the Minutes** – Regular and closed sessions of June 17, 2024.
5. **Public Comment** - Citizens appearing before Council on agenda and non-agenda items 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. Please come to the podium and state your name and address. Online comments will be accepted after in-person comments are completed. All comments should be directed to Council and not to the audience.
6. **Public Hearing**
7. **Consent Agenda**
 - A. Bills to be allowed in the amount of \$349,204.22 and authorize Mayor Johnson and Clerk Soik to sign the warrant.
 - B. Approval of a cemetery deed no. 0304 by and between the City of Alpena and Marianne Vidican in the amount of \$745 for block 41, lot 225, for the use and purpose of a burial lot with perpetual care and authorize Mayor Johnson and Clerk Soik to sign said deed.
 - C. Approval of an amendment to the fireworks contract with Wolverine Fireworks Display, Inc. and authorize City Manager Smolinski to sign said contract.
 - D. Authorize Mayor Johnson to sign the summer 2024 tax roll supervisor's warrant which is the authority to collect the taxes, make the necessary distribution of taxes, and do what is necessary to enforce collection of taxes as specified in the General Property Tax Act, No. 206, P.A. 1893.
 - E. Approval of the service agreement with the Target Alpena Development Corporation for the period of July 01, 2024, to June 30, 2025.

- F. Approval of the service agreement with the Thunder Bay Arts Council for the period of July 01, 2024, to June 30, 2025.
- G. Approval of the service agreement with the Huron Humane Society for the period of July 01, 2024, to June 30, 2025.

8. **Presentations**

Target Alpena report – Michael Mahler, Director of Economic Development & Lenny Avery, Economic Development Coordinator.

9. **Announcements**

- A. The terms for the Mayor and two Councilmembers will expire on December 31, 2024. The deadline for City candidates who are nominated by petition to the November General Election is July 23, 2024, at 4 p.m. Nonpartisan nominating petitions and affidavits of identity forms are available in the City Clerk's Office.
- B. The community fireworks show that was scheduled for July 4, 2024, has been moved to July 3, 2024, at dusk and will take place at Mich-e-ke-wis Park, as in past years.

10. **Mayoral Proclamation**

11. **Report of Officers, Boards and Committees**

Council committee reports.

12. **Communications and Petitions**

13. **Unfinished Business**

14. **New Business**

- A. The reimagined Thunder Bay River Center – Kevin Fisher, Harbormaster/Parks Coordinator & Montiel Birmingham, Planning/Development/Zoning Director.
- B. FY24/25 travel lift operator and winter storage services – Kevin Fisher, Harbormaster/Parks Coordinator.

15. **Adjourn to Closed Session**

- A. Discuss a water and sewer litigation update.
- B. Discuss an update regarding litigation in the Michigan Tax Tribunal for the City of Alpena v County of Alpena.

16. **Return to Open Session**

17. **Adjournment**



Rachel R. Smolinski
City Manager

COUNCIL PROCEEDINGS

June 17, 2024

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

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

Absent: Councilmember Walchak.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

APPROVAL OF THE AGENDA

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

Motion carried 4-0, 1 absent.

MINUTES

The minutes of the regular session of June 03, 2024, and special session of June 06, 2024, were approved as printed.

CONSENT AGENDA

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

- A. Bills to be allowed, in the amount of \$885,504.61, and authorize Mayor Johnson and Clerk Soik to sign the warrant.
- B. Noise ordinance variance request for Joe's Bar on July 13, 2024, from 10 p.m. to 1 a.m.
- C. Receive and file the 2023 Park Family Foundation annual accounting of events.
- D. Amend the resolution number for the application and implementation of the Michigan Shared Streets and Spaces Grant from 2024-07 to 2024-08.

ATTORNEY'S FEES FOR WATER AND SEWER LITIGATION

Moved by Councilmember Kane, seconded by Councilmember Mitchell, to pay attorney's fees

as requested by Attorney Bill Pfeifer in the amount of \$39,985.

Motion carried 4-0, 1 absent.

COUNCIL COMMITTEE REPORTS

Each council member provided an update for the committees on which they participate.

WATER AND SEWER RATES FOR FY25

Moved by Councilmember Mitchell, seconded by Mayor Pro Tem Nowak, to adopt the proposed water and sewer rates as presented, 7% for water and 3% for sewer, and incorporate the chart into the budget.

Motion carried 4-0, 1 absent.

ADOPTION OF FISCAL YEAR 24/25 BUDGET

Moved by Mayor Pro Tem Nowak, seconded by Councilmember Kane, to adopt Budget Adoption Resolution no. 2024-09 [which adopts the FY25 budget, administrative salaries and fringe benefits, and the comprehensive fee schedule with the revised fees effective July 1, 2024, and fees proposed for revision requiring an ordinance change be effective upon the effective date of the ordinance amendment].

Motion carried 4-0, 1 absent.

Moved by Mayor Pro Tem Nowak, seconded by Councilmember Mitchell, to adopt the fiscal year 2025 appropriations resolution no. 2024-05, [which appropriates funds for the approved FY24/25 budget, and sets the 2024 millage rates, and authorizes the City Treasurer to collect the 2024 property taxes].

Motion carried 4-0, 1 absent.

Moved by Mayor Pro Tem Nowak, seconded by Councilmember Kane, to adopt the amended fiscal year 2024 budget.

Motion carried 4-0, 1 absent.

FIXED DOCK INSTALLATION

Moved by Councilmember Kane, seconded by Councilmember Mitchell, to award the contract for the 2024 Fixed Dock Installation to MacArthur Construction for the total cost of \$74,000.

Motion carried 4-0, 1 absent.

RECESS

The Municipal Council recessed from 6:38 p.m. to 6:39 p.m.

RECONVENE IN CLOSED SESSION

Moved by Mayor Pro Tem Nowak, seconded by Councilmember Kane, to adjourn to closed session to discuss a water and sewer litigation update.

Motion carried 4-0, 1 absent.

RECONVENE IN OPEN SESSION

The Municipal Council reconvened in open session at 7:02 p.m.

ADJOURNMENT

On motion of Councilmember Kane, seconded by Mayor Pro Tem Nowak, the Municipal Council adjourned at 7:02 p.m.

Cindy Johnson
Mayor

ATTEST:

Anna Soik
City Clerk

INVOICE REGISTER

Page: 1/2

VENDOR	INVOICE #	DESCRIPTION	AMOUNT
A PICTURESQUE LANDSCAPE LLC	061424	MOWING - CODE ENFORCEMENT	345.00
A PICTURESQUE LANDSCAPE LLC	062624	MOWING - CODE ENFORCEMENT	225.00
ABBY SMITH	061924	PARAMEDIC ED - FIRE	108.76
AIRGAS USA LLC	5508204501	CYLINDER RENTAL - FIRE/EMS	21.27
AIRGAS USA LLC	9150569700	SUPPLIES - EMS DISP	53.15
ALLEGRA ALPENA	161586	COMM PROMO - DDA	1,226.41
ALPENA ACE HARDWARE	8840	BLDG MAINT - CH	14.91
ALPENA AGENCY INC	42746	CYBER LIABILITY - IT	10,392.50
ALPENA DIESEL SERVICE	82317	SUPPLIES - EQ	15.65
ANDREW GLOMSKI	062524	BOOT ALLOWANCE - DPW	100.00
ANNE GENTRY	062524	COMMUNICATIONS	360.00
ASCAP	062024	COPYRIGHT LICENSE FEE	441.58
BALL TIRE & GAS INC	231449	VEH MAINT #2	654.00
BALL TIRE & GAS INC	231783	VEH MAINT #69	404.26
BALL TIRE & GAS INC	231631	VEH MAINT #80	40.18
BALL TIRE & GAS INC	231946	VEH MAINT - EQ	121.80
BEDROCK CONTRACTING &	062524	2023 CITY CONC PROG	5,186.95
BEDROCK CONTRACTING &	062524B	2023 CITY CONC PROG	16,204.52
BLARNEY CASTLE OIL COMPANY	1680657-IN	RECREATIONAL FUEL PURCHASE - MARINA	7,540.44
BLARNEY CASTLE OIL COMPANY	1676167-IN	DIESEL FUEL PURCHASE - MARINA	6,325.13
BOUND TREE MEDICAL LLC	85369301	SUPPLIES - EMS DISP	45.79
BOUND TREE MEDICAL LLC	85376331	SUPPLIES - EMS DISP	115.02
CASEY STUTZMAN	061324	UNIFORMS - POL	200.00
DOG WASTE DEPOT	714634	SUPPLIES - PARKS	504.00
DONS TRACTOR & EQUIPMENT SALES	24-000030	BUSH HOG CROWNING GRADER	4,500.00
DOROTHEA SANDRA ART	061324	CONTR - DDA	500.00
DOWNTOWN DEVELOPMENT AUTHORITY	062524	COMM PROMO - DDA	1,200.00
DTE ENERGY	062024	NATURAL GAS	3,888.72
DTE ENERGY	062724	NATURAL GAS - DDA	63.15
EAGLE SUPPLY CO	129170	SUPPLIES - DPW	24.00
EAGLE SUPPLY CO	129154	SUPPLIES - FIRE/EMS	39.00
EAGLE SUPPLY CO	129250	SUPPLIES - FIRE/EMS	173.90
EAGLE SUPPLY CO	129171	SUPPLIES - FIRE/EMS	24.00
EMERY ENTERPRISES	063880	UNIFORMS - DPW	2,681.70
EMPI EXCAVATING	17	MAINT - SEWER	1,402.30
ERIC HAMP	063024	PETTY CASH - PUBLIC SAFETY	225.64
ERIC HAMP	063024B	PETTY CASH - PUBLIC SAFETY	339.63
FRONTIER	4175 06/24	TELEPHONE - PSF	48.58
FRONTIER	7204 06/24	ELEVATOR TELEPHONE - CITY HALL	66.79
FRONTIER	7430 06/24	ELEVATOR TELEPHONE - CITY HALL	66.79
GARTH GRULKE	03-515	UNIFORMS - DPW	259.70
GARTH GRULKE	062024	UNIFORMS - DPW	137.66
GILMET CONSTRUCTION SERVICES	062524	BUILDING/ZONING/CODE SVCS 06/24	2,500.00
GRAND TRAVERSE MOBILE COMMUNICATION	60498	PORTABLE ANTENNA - FIRE/EMS	93.40
HURON VALLEY GUNS	001397-0	UNIFORMS - FIRE/EMS	88.43
INTERSTATE BATTERY MID MICHIGAN	23435932	VEH MAINT - EQ	141.00
INTERSTATE BATTERY MID MICHIGAN	23435933	VEH MAINT - EQ	141.00
JASON COLLEGNON	062424	TRAVEL EXP - POL	49.09
JJ'S CATERING & RENTAL	E07052	COMM PROMO - DDA	404.50
JOAN HUFFINE	062424	MICH-E-KE-WIS RENTAL DEPOSIT REFUND	200.00
KCI	335974	SUPPLIES/MAILING - ELECTIONS	2,233.85
KUSTOM SIGNALS INC	612616	UPGRADE REAR - POL	1,187.20
LEFAVE PHARMACY INC	169382	SUPPLIES - EMS DISP	78.00
LINDSAY DONAJKOWSKI	1	FLOWER FEST	500.00
LUKE MILLER	1268021	BOOT ALLOWANCE - DPW	100.00
MERIDIAN CONTRACTING SERVICES LLC	2617	MAINT - PARKS	22,076.00
MHR BILLING SERVICES	4700	BILLING 04/24 - EMS	10,206.64
MICH ASSN OF CHIEFS OF POLICE	200012969	CONT ED - POL	825.00
MML WORKERS COMP FUND	2813207	WORKERS COMP - DDA	912.00
MOTOROLA SOLUTIONS INC	1187125325	M500 IN-CAR VIDEO SYSTEMS	33,800.00
MOTOROLA SOLUTIONS INC	8281911779	RADIO COMM - POL	9,541.02
MY MICHIGAN HEALTH	061424	HEARTSAVER CARDS - FIRE/EMS	140.00
MY MICHIGAN HEALTH	175935365	EMP EXAM - DPW	149.40
MY MICHIGAN HEALTH	700000774 06/24	MCOLES PHYS - POL	211.00
MY MICHIGAN MEDICAL CENTER ALPENA	794	SUPPLIES - EMS DISP	930.00
NEMCOG	05-738-7800-240614	ZONING ASSISTANCE	6,008.40
NETTAS	060324	BEAUTIFICATION - DDA	3,057.00
NYE UNIFORM COMPANY	884374	UNIFORMS - FIRE/EMS	169.28
O'REILLY AUTO PARTS	5611-316418	VEH MAINT - EQ	12.29
ON DUTY GEAR, LLC	33846	ARMOR EXPRESS OUTER VEST CARRIERS	4,640.00
ON DUTY GEAR, LLC	33837	ARMOR EXPRESS 10X12 RIFLE PLATES	7,225.00
OSCAR W LARSON COMPANY	PB47385	FUEL LINE REPLACEMENT - MARINA	13,863.50
PARK FAMILY FOUNDATION	062724	23-24 CONTRIBUTION	20,000.00
PETER BLASKOWSKI	12667-001	PMT/P BLASKOWSKI/VEOLIA	94.70
POWER LINE SUPPLY CO	56827047	VEH MAINT - EQ	1,191.00

INVOICE REGISTER

Page: 2/2

VENDOR	INVOICE #	DESCRIPTION	AMOUNT
R & R FIRE TRUCK REPAIR	68409	VEH MAINT #123	1,104.74
RESERVE ACCOUNT-PITNEY BOWES	062824	POSTAGE - MAIL MACHINE	2,000.00
ROTARY CLUB OF ALPENA	397	DUES - CM	250.00
SAMANTHA FRESKE	061424	FLOWER FESTIVAL PAINTING - DDA	250.00
SEVAN K INC	313 04/24	VEH MAINT - POL	47.25
SEVAN K INC	313 05/24	VEH MAINT - POL	45.00
SPARTAN DISTRIBUTORS INC	11899378	SUPPLIES - CEM	133.19
STANDARD ELECTRIC CO	4096821-00	MAINT - LIGHTS	44.22
STANDARD ELECTRIC CO	4096818-00	MAINT - LIGHTS	165.06
STANDARD ELECTRIC CO	4096816-00	MAINT - LIGHTS	32.94
STANDARD ELECTRIC CO	4096776-00	MAINT - LIGHTS	695.63
STANDARD ELECTRIC CO	4096854-00	MAINT - LIGHTS	589.98
STANDARD ELECTRIC CO	4096709-00	MAINT - LIGHTS	1,351.42
STANDARD ELECTRIC CO	4096737-00	MAINT - LIGHTS	2,062.82
STANDARD ELECTRIC CO	4096758-00	MAINT - LIGHTS	1,351.41
STERICYCLE INC	8007486684	SHRED CONTAINER RENT/SVCS 06/24	103.85
STRALEY LAMP & KRAENZLEIN PC	40458	MONTHLY FEE 05/24	3,590.00
SUMMIT FIRE PROTECTION	121037752	EXTINGUISHER MAINT - CH/POL/FIRE/EMS/DI	3,978.00
SUMMIT FIRE PROTECTION	121030724	MAINT - FIRE/EMS	233.00
SUMMIT FIRE PROTECTION	121029196	EXTINGUISHER MAINT - CH/POL/FIRE/EMS/DI	3,910.35
SUMMIT FIRE PROTECTION	121028844	EXTINGUISHER MAINT - CH/POL/FIRE/EMS/DI	(4,369.35)
THE ALPENA NEWS	050069	PUBLISHING-PARKS/BUDGET	1,473.64
THUNDER BAY ELECTRIC INC	234488	MAINT - MAJ ST	269.59
THUNDER BAY ELECTRIC INC	234489	MAINT - LIGHTS	3,189.54
THUNDER BAY ELECTRIC INC	234490	MAINT - LIGHTS	120.36
THUNDER BAY ELECTRIC INC	234497	MAINT - BRIDGES	656.40
THUNDER BAY ELECTRIC INC	234522	MAINT - MARINA	908.72
THUNDER BAY ELECTRIC INC	234524	MAINT - PARKS	60.18
THUNDER BAY ELECTRIC INC	234602	TRAFFIC LIGHTS	60.18
TRUE NORTH RADIO NETWORK	24050273	COMM PROMO - DDA	100.00
TRUGREEN PROCESSING CENTER	194281786	MAINT - CEMETERY	46.45
TYLER SUSZEK	061624	CONT ED - FIRE/EMS	595.00
VERIZON WIRELESS	9966265800	CELL PHONES/IPADS	2,386.60
VERIZON WIRELESS	9966265799	CELL PHONES	452.82
VERIZON WIRELESS	9966265801	COMMUNICATIONS - DPW	272.91
WEST SHORE FIRE INC	32803	SUPPLIES - FIRE/EMS	112.55
WEX BANK/SPEEDWAY	97415009	GAS/FUEL - POL/FIRE/EMS/EQ/VEOLIA	23,119.67
YOUNG APPLIANCE CO	0139318	DURABLE GOODS - DDA	2,279.95

Total: 262,730.65

DENTAL PAID 06/28/24	5,647.31
LTD & LIFE INSURANCE PAID 06/28/24	2,686.72
HEALTH INSURANCE PREMIUM PAID 06/27/24	<u>78,139.54</u>
TOTAL FOR 07/01/24 COUNCIL MEETING	<u>349,204.22</u>

CEMETERY DEED

THIS DEED, made 06/20/2024 , Deed Number 0304

By and Between the CITY OF ALPENA, County of Alpena, and State of Michigan, of the first part and
MARIANNE VIDICAN

730 S SAGINAW ST APT 307 LAPEER, MI 48446

party(ies) of the second part, (hereinafter called the "buyer"):

WITNESSETH, That for and in consideration of the sum of \$745.00 Dollars, to in hand paid by the said party of
the second part, has granted and by these presents does grant and sell unto the said party of the second part,
and to their heirs and assigns forever;

Block 41 Lot 225

according to the Plat of Evergreen Cemetery of the City of Alpena, for the use and purpose of a BURIAL LOT
with PERPETUAL CARE, and for that only, subject always to the rules and regulations of the MUNICIPAL
COUNCIL of said City.

IN WITNESS WHEREOF, We, the Mayor and Clerk of said City, by authority
of said Municipal Council, have hereunto set our hands and affixed the seal
of said City.



Cindy Johnson Mayor

Anna Soik Clerk





June 12, 2024

Contract Amendment

In regard to the 7/3/24 fireworks display for The City of Alpena, the display budget remains \$23,000. Due to lack of available crews on 7/4/24 we (Wolverine Fireworks Display Inc.) agree to give a 20% discount for the 2024 display on 7/3/24 with an Inclement weather date of 7/13/24. The new amount due for the display is \$18,400 including applicable sales tax. The undersigned agree to these terms as adjusted for 2024.

Wolverine Fireworks Display, Inc.

City of Alpena

Rachel Lambert

Professional

Sponsor

SUPERVISOR'S WARRANT - Summer 2024 Tax Roll

IN THE NAME OF THE PEOPLE OF THE STATE OF MICHIGAN:

To Anna Soik, Treasurer of the City of Alpena in the County of Alpena;

The General Property Tax Act, as amended, being generally MCL 211.1 through 211.157, which includes MCL 211.42; the School Code of 1976, being generally 380.1 through 380.1853, which includes sections 380.1611, 1612 and 1613; the State Education Act, being generally MCL 211.901 through 211.906 which includes sections 211.903 and 905 and pertinent charter provisions, authorize property tax collections.

You are hereby commanded to collect from persons having an interest in real and/or personal property described in the attached tax roll, the several sums enumerated in the last column opposite the respective property descriptions.

Ad Valorem Property taxes shall be levied and collected on taxable valuations after amendment by local Boards of Review under MCL 211.53b, by the Michigan Tax Tribunal under MCL 205.70 et seq. and 211.53a, and/or by the State Tax Commission under MCL 211.154.

The amounts collected for the purposes specified shall be retained in the township or city treasury and those amounts collected for state and county purposes shall be accounted for and paid to the county treasurer and those amounts collected for the school districts shall be accounted for and paid to the treasurer of each school district.

Tax collections shall be delivered to the appropriate treasurer of the county and school districts as required by MCL 211.43, or as specified in an agreement with the taxing units. You shall notify the secretary or director or each community college, school district, intermediate school and applicable authorities of the total amount of taxes paid, indicating the different funds from which the taxes were collected, to the respective treasurer or authority.

You shall account for all money received on or before March 1, next following the date of this warrant as required in MCL 211.42, 211.45, 211.905, 380.1611, 380.1612 and 380.1613, and file your statement of collections and unpaid taxes (delinquent roll), on or before March 20th, with the county treasurer pursuant to MCL 211.54. Failure to perform these duties may result in the penalty prescribed in MCL 211.117 and 211.119(1).

If any person neglects or refuses to pay his or her tax, you shall collect the same by seizing the personal property of such person, in an amount sufficient to pay such tax, fees and charges, for subsequent sale, or sue the person to collect the taxes, fees and charges as specified by MCL 211.46, 211.48 and 211.49.

This warrant is your authority to collect the taxes, make the necessary distribution of taxes, and do what is necessary to enforce collection of taxes as specified in the General Property Tax Act, Act No. 206, P.A. 1893

Given under my hand on this _____ day of _____, 2024;

Signed _____

Cindy Johnson, Supervisor of the City of Alpena in Alpena County.

Given under my hand on this 26th day of June, 2024;

Signed _____

Assessor of the City of Alpena in Alpena County.

Services Agreement

between

The City of Alpena and Target Alpena Development Corporation

This Agreement dated the 1st day of July 2024, by and between the **City of Alpena**, a Michigan Municipal Corporation, whose address is 208 N. First Avenue, Alpena, MI 49707 (hereinafter called the “City”), and **Target Alpena Development Corporation**, a Michigan Non-Profit Corporation, whose address is 235 W. Chisholm Street, Alpena, MI 49707 (hereinafter called “Target Alpena”) provides for the provision of funding by the City in consideration for services rendered.

IT IS AGREED by and between the parties as follows:

I. RECITALS

- A. The City of Alpena has approved funding in its 2024-25 fiscal year in the amount of \$95,000 to Target Alpena. Subsequent funding by the City will be dependent on Target Alpena’s performance in implementing the Scope of Services in this Agreement, the execution of future Service Agreements, and the availability of funding in future City budgets.
- B. Target Alpena, in return for the funding provided by the City, agrees to provide services to the City in accordance with this Agreement and the attached Scope of Services.
- C. The funding appropriations from the City to Target Alpena shall be used only for the purposes set forth in this Agreement and general administrative functions of Target Alpena necessary for it to operate and perform the specific activities included in the Scope of Services.

II. TERM OF AGREEMENT

This agreement shall commence on July 1, 2024, and expire on June 30, 2025.

III. CONTRACTUAL ACTIVITIES

Target Alpena shall perform those services and activities specified in the attached Scope of Services.

IV. MONITORING REPORTS

- A. Target Alpena shall provide Semi-Annual and Annual Reports in a format that clearly details progress made on the activities of the organization, and particularly those activities and/or services specified in the Scope of Services of this Agreement. These reports shall be submitted no later than January 10 (Semi-Annual), July 10 (Combined Semi-Annual and Annual). Reports shall cover the following periods:

- July-December
- January-June

- B. Written reports shall be submitted to the City Manager and Planning and Development Director for distribution to City staff and City Council. Additionally, the Target Alpena Executive Director and/or Board President shall present semi-annual and annual reports to City Council at the direction of the City Manager.

V. PAYMENT SCHEDULE & FAILURE TO PERFORM

- A. Payments shall be made quarterly in July, October, January and April following the second City Council meeting of that month.
- B. Payments shall be (\$23,750) equal to one-quarter (1/4) of the Agreement amount, unless modified by the City in accordance with Paragraph D below.
- C. In the event the City determines that insufficient progress has been made on any of the activities included in the Scope of Services, the City shall provide written notice to Target of the specific deficiencies. Within fifteen (15) days of receipt of the notice Target shall notify the City in writing that the deficiencies have been corrected to the City's satisfaction or provide a plan acceptable to the City for rectifying the deficiencies. If the issues are not corrected by Target within the initial fifteen (15) day period, the City may withhold up to 15% of the payment until such an explanation is received and accepted by the City as adequately addressing the issues raised. If the matter remains unresolved the City may withhold any future payments in part or in total until such time as a satisfactory resolution of the deficiencies is provided to the City or terminate the Agreement in accordance with Section VI below.

VI. TERMINATION OF THIS AGREEMENT

- A. Either party may terminate this Agreement without cause at any time, for any reason, by specifying the effective date, and by providing written notice to the other party of such intent to terminate this Agreement at least thirty (30) days prior to the end of a Quarter. Termination shall be effective as of the last day of the current Quarter.
- B. In the event the Agreement is terminated, Target Alpena shall be entitled to payment for all services rendered in accordance with this Agreement up to the date of termination. Target Alpena shall submit a detailed invoice of those services and payment shall be made by the City within thirty (30) days. The City reserves the right to reduce the final payment in accordance with Section V.D., if in its judgment the billed activities are not consistent with expected progress.

VII. AMENDMENTS TO THIS AGREEMENT

- A. This Agreement, including the Scope of Services, may be amended only by the mutual written consent of both parties.

- B. Any increase in the monetary value of the Agreement shall be dependent on sufficient funding being available within the current City budget and approval of a corresponding budget amendment by City Council.

VIII. GENERAL CONDITIONS

A. Assignability

Target Alpena shall not subcontract, assign, or transfer any interest in this Agreement without the prior written consent of the City of Alpena.

B. Continuing Right of Enforcement

Failure of the City to enforce at any time any of the provisions of this Agreement or require at any time performance by Target Alpena of any of the provisions herein, shall not be construed as a waiver of such provisions, nor in any way affect the validity of this Agreement or any part thereof, or the right of the City to enforce its provisions.

C. Disclaimer and Hold Harmless Clause

Target Alpena agrees to protect, defend, indemnify and hold harmless the City, its officers, and agents 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, suites, causes of action, and judgments of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance hereof, except for those claims or liability alleged to arise out of the actions of the City or its officers and agents. Without limiting the generality of the foregoing, any and all such claims, etc., relating to personal injury, infringement, of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or actual or alleged violation of any tangible or intangible persona, or property right, or actual or alleged violation of any statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. Target Alpena further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at its sole expense and agrees to bear all other costs and expenses related thereto (including attorney fees and court costs), even if such claim is groundless, false or fraudulent.

D. Liability for Damages and Disallowed Costs

Notwithstanding any term or condition of this Agreement to the contrary, Target Alpena shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by Target Alpena, or any disallowed cost. (Disallowed costs will include any activities not included within the attached Scope of Services, unless approved by the City Manager prior to being conducted.) The City shall have the right to demand of Target Alpena, within a period of time specified by the City, the return of any Agreement funds used for such disallowed costs, and Target Alpena agrees to comply with such demand.

E. Insurance

Target Alpena shall assure that any officer, director, agent or employee of Target Alpena who is authorized to act on its behalf for the purpose of receiving or depositing Agreement funds, or issuing financial documents, checks or other instruments of payments for Agreement costs shall be insured in an amount sufficient to cover the value of this Agreement.

F. Copyright

If this Agreement results in any copyrightable material or inventions, the City reserves the right to royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use and authorize others to use, the work or materials for governmental purposes.

IX. AGREEMENT ATTACHMENTS

The following document is hereby made an Attachment to this Agreement:

A. Attachment A, Scope of Services

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above.

WITNESSES:

CITY OF ALPENA, a Michigan Municipal Corporation

By: _____
Cynthia Johnson, Mayor

By: _____
Anna Soik, City Clerk

WITNESSES:

TARGET ALPENA DEVELOPMENT CORPORATION, a Michigan Non-Profit Corporation

By: _____
Anne Gentry, Board President

Attachment A.

Scope of Services

In consideration for funding provided by the City of Alpena included in the Services Agreement, Target Alpena shall provide the following economic development, grant writing, housing support services and other related activities to the City of Alpena:

Economic Development Services:

- Continue to work closely with the City Planning and Development Department on existing and future economic development projects, in particular the redevelopment of the former Alpena Power Company property, , the redevelopment of the former John Henry's Antique Mall, and securing a tenant for the former Ripley street Station property.
- Help facilitate the Selective Demolition of the former Fletcher Paper Company mill.
- Continuation of marketing programs for Commerce Industrial Park, City-owned US 23 North property, and other City property as requested, including the involvement by local realtors as appropriate. Activities involving City-owned properties shall be jointly developed by the two parties.
- Continue efforts to capture additional investment in the Alpena area.
- Continue Target entrepreneurial support and loan programs.
- Continue to work with the MEDC attraction team in the recruitment of new businesses to the Alpena area as required.
- Work collectively within our relationship with the Alpena Area Chamber of Commerce to develop, promote and assist our local businesses in a way that lends itself to the open discussion of issues and report same to the City on a Semi-Annual and Annual basis.
- Proactively assist the DDA in its mission to maintain a healthy economic foundation and maximize the value proposition of downtown Alpena.
- Continue the selective recruitment of industrial, commercial, and service businesses to the Alpena area.
- Target Alpena Executive Director and/or Board President to meet with city staff (City Manager, Planning and Development Director) as needed, but at a minimum of each quarter, to discuss issues of mutual interest and maintain open communications between the two parties.
- Assist the City with the sale or lease of the US 23 North parcel for economic development purposes.
- Provide Semi-Annual and Annual Reports providing a status update on each of the above services/activities, including successes, obstacles encountered and overall assessment of each service/activity. Semi-Annual and Annual reports will be presented at City Council meetings in accordance with Section IV.B of the Agreement.
- Assist small businesses to become / remain viable to include growth strategies and exit strategies when owners seek to transition out.

- Develop the tools and supports necessary to create a thriving and supportive small business ecosystem.
- Work toward the creation of a smartzone for the region along with a plan to secure the necessary funding.

Grant Services:

- Perform Grant research, communication, and support for the City.
 - Lead grant writing efforts and submission of requested opportunities.
 - Coordinate and lead the process with appropriate City staff.
 - Write the background sections and non-technical pieces of the grant.
 - Integrate the technical elements provided by City staff.
 - Coordinate the final edits and review process.
 - Submit on behalf of City / department if permissible.
- Assist with grant compliance and reporting support to City staff as agreed upon for select awarded grants.

Housing Assistance Services:

- Act as lead on issues surrounding the Alpena County Land Bank in leveraging it for the removal of blighted property and or the creation of new housing on once blighted parcels.
- Continue to facilitate the local housing task force meetings as they are scheduled.
- Act as the point of contact locally for housing matters where the land bank is involved.
- Provide administrative and grant writing support to the Alpena Housing Task Force.
 - Take notes and distribute them to the taskforce after each meeting.
 - Prepare agenda based on City / County input.
 - Coordinate task force meetings – send the materials and calendar invites.
 - Assist Leads with research / coordination as necessary.
 - Provide grant writing support to the task force as needed.
- Assist developers with accessing funding available to support housing development whether state or federal funding programs

Other Items:

- Provide an annual funding request to City Council as part of the January Report.
- Provide each year's Target Alpena priority projects for the current calendar year with the January Semi-Annual Report.

Services Agreement
between
The City of Alpena and Thunder Bay Arts Council, Inc.

This Agreement dated the 1st day of July 2024, by and between the **City of Alpena**, a Michigan Municipal Corporation, whose address is 208 N. First Avenue, Alpena, MI 49707 (hereinafter called the “City”), and **Thunder Bay Arts Council, Inc.** a Michigan Non-Profit Corporation, whose address is 127 W. Chisholm Street, Alpena, MI 49707 (hereinafter called “TBAC”) provides for the provision of funding by the City in consideration for services rendered.

IT IS AGREED by and between the parties as follows:

I. RECITALS

- A. The City of Alpena has approved funding in its 2024-25 fiscal year in the amount of \$5,000 to TBAC to fund sculptures to be placed within the City.
- B. Subsequent funding by the City will be dependent on TBAC’s performance in implementing this Agreement, the execution of future Service Agreements, and the availability of funding in future City budgets.
- C. TBAC, in return for the funding provided by the City, agrees to provide services to the City in accordance with this Agreement.
- D. The funding appropriations from the City to TBAC shall be used only for the purposes set forth in this Agreement necessary for it to perform the specific activities included herein.

II. TERM OF AGREEMENT

This agreement shall commence on July 1, 2024, and expire on June 30, 2025.

III. CONTRACTUAL ACTIVITIES

TBAC shall perform those services and activities specified in the Agreement.

IV. MONITORING REPORTS

TBAC shall provide to the Alpena City Council a final written and oral report within thirty (30) days of the completion of the sculpture projects that clearly details the project(s) implemented by TBAC utilizing City funds, their status and the impact on the City of Alpena.

V. PAYMENT SCHEDULE & FAILURE TO PERFORM

- A. Payment shall be made upon submission by TBAC of a funding request.
- B. Projects funded by the City of Alpena must clearly demonstrate a direct benefit to the City either by the project occurring in the City or if the marketing is broader in scope that the City benefits proportionately to the funding provided.
- C. In the event the City determines that insufficient progress has been made on any of the activities receiving funds or the funds were used inappropriately, the City shall provide written notice to TBAC of the specific issues. Within fifteen (15) days of receipt of the notice TBAC shall notify the City in writing that the issues have been addressed to the City's satisfaction or provide a plan acceptable to the City for rectifying the issues. If the issues are not corrected or an acceptable plan provided by TBAC within the initial fifteen (15) day period, the City may withhold funding from any subsequent submittals by TBAC or demand repayment of already distributed funds. If the matter remains unresolved, the City may terminate the Agreement in accordance with Section VI below.

VI. TERMINATION OF THIS AGREEMENT

- A. Either party may terminate this Agreement without cause at any time, for any reason, by specifying the effective date, and by providing written notice to the other party of such intent to terminate this Agreement with at least thirty (30) days written notice.
- B. In the event the Agreement is terminated, TBAC shall be entitled to payment for all services rendered in accordance with this Agreement up to the date of termination. TBAC shall submit a detailed invoice of those services and payment shall be made by the City within thirty (30) days. The City reserves the right to reduce the final payment in accordance with Section V.C., if in its judgment the billed activities are not consistent with expected progress or use.

VII. AMENDMENTS TO THIS AGREEMENT

- A. This Agreement may be amended only by the mutual written consent of both parties.
- B. Any increase in the monetary value of the Agreement shall be dependent on sufficient funding being available within the current City budget and approval of a corresponding budget amendment by City Council.

VIII. GENERAL CONDITIONS

- A. Assignability
TBAC shall not subcontract, assign, or transfer any interest in this Agreement without the prior written consent of the City of Alpena.
- B. Continuing Right of Enforcement
Failure of the City to enforce at any time any of the provisions of this Agreement or require at any time performance by TBAC of any of the provisions herein, shall not be construed as a

waiver of such provisions, nor in any way affect the validity of this Agreement or any part thereof, or the right of the City to enforce its provisions.

C. Disclaimer and Hold Harmless Clause

TBAC agrees to protect, defend, indemnify and hold harmless the City, its officers, and agents 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, suites, causes of action, and judgments of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance hereof, except for those claims or liability alleged to arise out of the actions of the City or its officers and agents. Without limiting the generality of the foregoing, any and all such claims, etc., relating to personal injury, infringement, of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or actual or alleged violation of any tangible or intangible persona, or property right, or actual or alleged violation of any statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. TBAC further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at its sole expense and agrees to bear all other costs and expenses related thereto (including attorney fees and court costs), even if such claim is groundless, false or fraudulent.

D. Liability for Damages and Disallowed Costs

Notwithstanding any term or condition of this Agreement to the contrary, TBAC shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by TBAC, or any disallowed cost. (Disallowed costs will include any activities not included within this Agreement, unless approved by the City Manager prior to being conducted.) The City shall have the right to demand of TBAC, within a period of time specified by the City, the return of any Agreement funds used for such disallowed costs, and TBAC agrees to comply with such demand.

E. Bonding

TBAC shall assure that any officer, director, agent, or employee of TBAC who is authorized to act on its behalf for the purpose of receiving or depositing Agreement funds, or issuing financial documents, checks or other instruments of payments for Agreement costs shall be bonded in an amount sufficient to cover the value of this Agreement, and which affords protection to the City under the bond.

F. Copyright

If this Agreement results in any copyrightable material or inventions, the City reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use and authorize others to use, the work or materials for governmental purposes.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above.

WITNESSES:

CITY OF ALPENA, a Michigan Municipal Corporation

By: _____
Cindy Johnson, Mayor

By: _____
Anna Soik, City Clerk

WITNESSES:

THUNDER BAY ARTS COUNCIL, INC., a Michigan Non-Profit Corporation

By: _____
Ann Diamond, TBAC Board President

Services Agreement
between
The City of Alpena and the Huron HHS, Inc.

This Agreement dated the 1st day of July 2024, by and between the **City of Alpena**, a Michigan Municipal Corporation, whose address is 208 N. First Avenue, Alpena, MI 49707 (hereinafter called the “City”), and the **Huron HHS, Inc.** a Michigan Non-Profit Corporation, whose address is 3510 Woodward Avenue, Alpena, MI 49707 (hereinafter called “HHS”) provides for the provision of funding by the City in consideration for services rendered.

IT IS AGREED by and between the parties as follows:

I. RECITALS

- A. The City of Alpena has approved funding in its 2024-25 fiscal year in the amount of \$22,500 to the HHS. Subsequent funding by the City will be dependent on HHS’s performance in implementing the Scope of Services in this Agreement, the execution of future Service Agreements, and the availability of funding in future City budgets.
- B. The HHS, in return for the funding provided by the City, agrees to provide services to the City in accordance with this Agreement and the attached Scope of Services.
- C. The funding appropriations from the City to the HHS shall be used only for the purposes set forth in this Agreement and general administrative functions of the HHS necessary for it to operate and perform the specific activities included in the Scope of Services.

II. TERM OF AGREEMENT

This agreement shall commence on July 1, 2024, and expire on June 30, 2025.

III. CONTRACTUAL ACTIVITIES

The HHS shall perform those services and activities specified in the attached Scope of Services.

IV. MONITORING REPORTS

- A. The HHS shall provide Semi-Annual and Annual Reports in a format that clearly details progress made on the activities of the organization, and particularly those activities and/or services specified in the Scope of Services of this Agreement. These reports shall be submitted no later than January 31 (Semi-annual) and July 31 (Combined Semi-Annual and Annual). Semi-annual reports shall cover the following periods:
 - July-December
 - January-June (including Society tax return)

- B. Written reports shall be submitted to the City Clerk for distribution to City staff and City Council. Additionally, the HHS Executive Director and/or Board President shall present the reports to City Council at the direction of the City Clerk.

V. PAYMENT SCHEDULE & FAILURE TO PERFORM

- A. Payments shall be made quarterly in July, October, January and April following the second City Council meeting of that month.
- B. Payments shall be (\$5,625) equal to one-quarter (1/4) of the Agreement amount, unless modified by the City in accordance with Paragraph D below.
- C. In the event the City determines that insufficient progress has been made on any of the activities included in the Scope of Services, the City shall provide written notice to the HHS of the specific deficiencies. Within fifteen (15) days of receipt of the notice the HHS shall notify the City in writing that the deficiencies have been corrected to the City's satisfaction or provide a plan acceptable to the City for rectifying the deficiencies. If the issues are not corrected by the HHS within the initial fifteen (15) day period, the City may withhold up to 15% of the payment until such an explanation is received and accepted by the City as adequately addressing the issues raised. If the matter remains unresolved the City may withhold any future payments in part or in total until such time as a satisfactory resolution of the deficiencies is provided to the City or terminate the Agreement in accordance with Section VI below.

VI. TERMINATION OF THIS AGREEMENT

- A. Either party may terminate this Agreement without cause at any time, for any reason, by specifying the effective date, and by providing written notice to the other party of such intent to terminate this Agreement at least thirty (30) days prior to the end of a Quarter. Termination shall be effective as of the last day of the current Quarter.
- B. In the event the Agreement is terminated, the HHS shall be entitled to payment for all services rendered in accordance with this Agreement up to the date of termination. The HHS shall submit a detailed invoice of those services and payment shall be made by the City within thirty (30) days. The City reserves the right to reduce the final payment in accordance with Section V.D., if in its judgment the billed activities are not consistent with expected progress.

VII. AMENDMENTS TO THIS AGREEMENT

- A. This Agreement, including the Scope of Services, may be amended only by the mutual written consent of both parties.
- B. Any increase in the monetary value of the Agreement shall be dependent on sufficient funding being available within the current City budget and approval of a corresponding budget amendment by City Council.

VIII. GENERAL CONDITIONS

A. Assignability

The HHS shall not subcontract, assign, or transfer any interest in this Agreement without the prior written consent of the City of Alpena.

B. Continuing Right of Enforcement

Failure of the City to enforce at any time any of the provisions of this Agreement or require at any time performance by the HHS of any of the provisions herein, shall not be construed as a waiver of such provisions, nor in any way affect the validity of this Agreement or any part thereof, or the right of the City to enforce its provisions.

C. Disclaimer and Hold Harmless Clause for City of Alpena

The HHS agrees to protect, defend, indemnify and hold harmless the City, its officers, and agents 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, suites, causes of action, and judgments of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance hereof, except for those claims or liability alleged to arise out of the actions of the City or its officers and agents. Without limiting the generality of the foregoing, any and all such claims, etc., relating to personal injury, infringement, of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or actual or alleged violation of any tangible or intangible persona, or property right, or actual or alleged violation of any statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. The HHS further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at its sole expense and agrees to bear all other costs and expenses related thereto (including attorney fees and court costs), even if such claim is groundless, false or fraudulent.

Disclaimer for HHS

HHS is a private, nonprofit organization with its own board of directors, policies and procedures, and accepts animals at will. At no time will the HHS serve as an animal control agency. HHS can refuse to accept animals that are not adoptable and/or are a liability to staff and/or the public.

D. Liability for Damages and Disallowed Costs

Notwithstanding any term or condition of this Agreement to the contrary, the HHS shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by the HHS, or any disallowed cost. (Disallowed costs will include any activities not included within the attached Scope of Services, unless approved by the City Manager prior to being conducted.) The City shall have the right to demand of the HHS, within a period of time specified by the City, the return of any Agreement funds used for such disallowed costs, and the HHS agrees to comply with such demand.

E. Insurance

The HHS shall assure that any officer, director, agent or employee of the HHS who is authorized to act on its behalf for the purpose of receiving or depositing Agreement funds, or issuing financial documents, checks or other instruments of payments for Agreement costs shall be insured in an amount sufficient to cover the value of this Agreement.

F. Copyright

If this Agreement results in any copyrightable material or inventions, the City reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use and authorize others to use, the work or materials for governmental purposes.

IX. AGREEMENT ATTACHMENTS

The following document is hereby made an Attachment to this Agreement:

A. Scope of Services

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above.

WITNESSES:

CITY OF ALPENA, a Michigan Municipal Corporation

By: _____
Rachel Smolinski, City Manager

By: _____
Anna Soik, City Clerk

WITNESSES:

HURON HHS, Inc., a Michigan Non-Profit Corporation

By: _____
Cindy Johnson, Board President

Scope of Services

In consideration for funding provided by the City of Alpena included in the Services Agreement, the HHS shall provide the following services and activities to the City of Alpena:

- Provide the housing, treatment and care of animals from within the corporate limits of the City of Alpena surrendered, abandoned, lost, stray, or otherwise homeless animals accepted by Society personnel or dropped off at the Woodward Avenue facility.
- Partner with Alpena County Animal Control program, other adoption shelters, and the community to house, treat, care for, and provide services for adoptable animals. *The HHS does not serve as the animal control agency for the City or County.*
- Assist with hoarding and/or animal neglect cases in the City of Alpena upon request and subject to available space and staffing.
- Partner with the City of Alpena to accept dogs and cats during normal business hours and after-hours upon request and subject to available space and staffing.
- Support ongoing efforts by the HHS to improve and upgrade the facility at the Woodward Avenue shelter or the development of a new shelter, if applicable
- Agree to the appointment by the Mayor and approved by City Council of a City representative on the HHS Board of Directors.
- Provide copies of meeting minutes and monthly financials, including all revenues and expenditures, to the City Clerk for distribution to City Manager and Council (can be provided by City Board representative).
- Provide Semi-annual and Annual Reports providing a status update on each of the above services/activities, including successes, obstacles encountered and overall assessment of each services/activities. The reports will be presented at City Council meetings in accordance with Section IV.B of the Agreement.
- Present annual funding request to City Council as part of the January Semi-annual Report.
- Provide the HHS's priority projects or activities for the current calendar year with the January Semi-annual Report.



235 West Chisholm Street, Alpena, MI 49707 Fax: (989) 356-3999 Phone (989) 354-4181

July 01, 2024

Alpena City Council

Target Semi Annual Report

Please accept the following update as our semi-annual report to the City Council.

Overview:

The biggest issue to arise since I last appeared before the council was the announced closure of DPI. More on this below.

Economic development activity remains solid. Despite elevated interest rates, and elevated building material costs, it is great to see some of the large-scale projects are nearly complete, and others being explored more aggressively.

I am and have been busy on many fronts. I spend considerable time working on behalf of the city and working with city staff on various matters related to supporting economic development.

Since the last update from me in January, Target has added two new people (6 total staff now) to focus on small business support and development. One began in June and the other will join us in August. Our strategic objective has been to add specific skillsets and expertise to better serve the economic development needs of the area. We now have Lenny Avery focused on housing and grants and Joe Carr focused on small businesses which are the life blood of most communities. Joe's secondary priority is on doing work to support a SmartZone designation for the Alpena area. Lenny will report on his activity separately as part of his own update at the meeting.

Outside of overseeing the housing and small business support services, my primary focus remains Alpena and Presque Isle counties activity.

➤ **DPI –**

- *This came out of the blue. I was unaware of the plans to shut down the facility.*

Target assisted potential buyers that emerged on the heels of the announcement. I connected with the CFO who arranged tours right away. Unfortunately, there was no path forward that made sense for the interested parties. Both buyers indicated the drain of talent so quickly was a real problem. I got a sense had they had a chance to negotiate

a sale prior to an announcement where they could have retained the customer orders and kept key staff, this may have been much more viable to acquire the company.

I have offered to arrange meetings with company officials and key stakeholders to talk about the next steps and to plan forward. These offers have not been answered. I would love to begin the process of an orderly transition of the land if that is the company's intent. It is hard to know as there are many factors in play here, most of which we are unaware.

No doubt the cost to demolish and cleanup will be high. Despite our interest in this site being put to productive use once again (whatever that may take), I suspect it will take years. I hope this is not the case.

The CFO also told me he had interested parties in the property should the plant not find a buyer. He indicated that those situations would only be pursued in the event they could not sell the plant as a going concern. I have no idea who the buyers might be or the level of interest they really have or their intent for the land in the event of a sale.

I will continue to advocate for a joint meeting with the owners and local stakeholders.

Grant Programs

MEDC Small Business Hub Grant – Target applied for this grant under a new program designed to exclusively support small businesses. This program covers the full gamut of small businesses no matter where they are in their life cycle from entrepreneurs seeking to start a business to mature businesses seeking to expand or even sell. Target was selected as one of twenty-seven entities to be funded (70 applicants). We are receiving \$2.149 million to be spent over the next 33 months. The programming expires on Sep 30, 2026.

Under the grant Target will be serving the five lakeshore counties from Iosco to the south up to Cheboygan to the north. We have hired a seasoned small business consultant to run this program for Target. Through this grant, we will be able to focus specific expertise and resources toward the development of an entrepreneurial eco system within the region. The goal is to strengthen our small businesses across the region to better position them for success and the ability to withstand economic challenges. Joe and his team of three others are already engaging in meaningful work with local small businesses.

*A long-term priority for Target is the creation of a smart zone centered around Alpena. We have a couple of unique opportunities that might be viable for the creation of the smart zone. **A SmartZone is classified as a region in which there is a growing technology and innovation hub, with the right resources and accelerators available to facilitate entrepreneurial collaboration and incubation for new and emerging businesses.***



235 West Chisholm Street, Alpena, MI 49707 Fax: (989) 356-3999 Phone (989) 354-4181

Target Business Development Activity:

➤ **Commerce Lots**

The remaining two lots are contiguous. We have had recent inquiries into one or both parcels. No offers yet.

➤ **DDA**

The DDA has several different projects underway. They include:

- *Anne Gentry secured a \$470,000 grant for Façade improvements. The full amount of the grant has been committed to various projects, many of which are buildings in the expanded boundary area.*
- *The DDA went through a facilitated strategic planning session. It had been a few years and with new members and expanded boundaries, we felt the time was proper for such an activity.*
- *The parking plan development has been placed on hold for now.*

- **APC site** – *A project was brought forward a year ago that would be great for the community. The costs of construction have risen dramatically over the last year and the developers are having a hard time finding a way to fill the financial gap. They are looking at all options including a new program within the state. The limiting factor here is the rents collected. The costs of construction are consistent across the state however the rents that can be charged are not. While rents in the Alpena area have risen in recent years (along with home values) it is not enough to close the gap. MSHDA recently announced a new Tax Increment Financing (TIF) program that is being explored to better understand the mechanics. The size of the TIF will determine how many units need to be set aside at various rent levels tied to AMI limits for our county. In other words, the rents will have to be lowered for a % of the units to make them “affordable” to a person, couple or family living.*

- *An EGLE grant was awarded originally to support the Fairfield project. We have notified EGLE that we intend on still taking advantage of the grant since the site will need to be cleaned up no matter the type of project. EGLE is supportive of the transfer of the grant and loan to this project. EGLE has expressed a willingness to extend the grant and loan so long as there is direct activity underway. EGLE will reclaim them if nothing is imminent.*

- *The Brownfield plan for the hotel project was approved and will need to be modified for this project once the details are better known.*
- ***Recent Update: Developer and construction company attended a meeting in late May with EGLE, city staff and Brownfield consultant to provide an update and coordinate the various pieces that will need to come together by all parties to move this project along. Taking advantage of modular construction would speed the project up considerably which would place pressure on the city to plan and execute any necessary upgrades to city infrastructure that might be necessary to support the development. The hurdle we need to clear is the funding gap. Until that is solved, nothing will happen.***
- ***Federal Building** – Jeff Konczak now owns it. I do not know the intent or timing for the building.*
- ***Fletcher Paper** – Target submitted a grant for the demolition of the former papermill. It was unsuccessful. We scored well and came in just below the cut line. For now, no plans to take it down are in the works although it remains a priority of the owner.*
- ***DDA Boundary Expansion***
 - *Now that this process is behind us, we are determining a budget for allocating funds into the expanded boundary. The goal is to prioritize an immediate impact in the new areas. We want to demonstrate our commitment to the expanded area and begin the beautification process. Our approach will include a residential façade grant program, which is new for the DDA which has only done this for commercial properties in the past.*
 - *We have added 4 new board members to the DDA and 3 of them own buildings and businesses from the expanded areas.*
- ***Former Habitat Site (MEDC RAP Program)***
 - *This parcel is in the hands of the original owner, and he intends on developing it. We met this spring and discussed a couple of options including a mixed-use project to be developed in phases. We also discussed a housing only project. He has discussed both with the MEDC and they have expressed interest in each. He was gathering some cost ideas for each to help shape his thought process on which to pursue.*
- ***Vaughn Building** – No update on this project or the timing therein.*
- ***City property North of town:***



235 West Chisholm Street, Alpena, MI 49707 Fax: (989) 356-3999 Phone (989) 354-4181

- *This winter / spring I coordinated an offer to the city from Eric Ferguson for the parcel on Hemlock drive where his new Edward Jones office is being built. Glad to see our first project on that section of road.*
- *I have shown various parcels to other interested parties. One has been up here three times exploring the site for independent and assisted living. They have several locations down state and are looking to replicate one of their facilities up here. They have prioritized Alpena for such a project potentially just past Eric's parcel. The project they are considering would be great for the community in that it will impact housing by giving seniors an option to sell a home that is too big for them and hard to maintain and use the proceeds to move into an independent living property. That option does not presently exist here. Making some of these homes available to families moving here would be great.*
- *We have also shown some of the land to housing developers (off Hamilton Road). Nothing has moved forward yet but we will keep promoting the site for development of all types.*

Other activity outside of the city:

- **Hampton Inn** – *The mild winter allowed for great progress. The hotel looks great.*
- **Aldi** – *So glad to see this finally come to pass. This has been an 8-year ordeal. Nothing that I have been involved in so far in this role has garnered more favorable feedback to me than this project.*
- **CRTC** – *A groundbreaking took place in the fall for a fifth-generation aircraft hangar. Couple this with the recent runway repairs, these will enhance the viability of both the airport and base for years into the future.*
- **PACE** – *Program of All-inclusive Care for the Elderly is coming to Alpena. This state funded program helps income qualified seniors to remain in their homes longer (and out of assisted living) saving the state money. PACE needs to be up and operating by the end of the year. They need a location of 20,000 to 25,000 square feet. They are exploring options and are looking to remodel either Ripley Street station or the former Peebles location in Bear Point Plaza. Either way, it appears one of those empty spaces on the south end of town will get a facelift and a new tenant. Either shopping center will benefit from the project. They are seeking a 15-year lease with 5-year extensions.*

- *We have a new Ollies planned for a portion of the former Nieman's store. In the same shopping center, we also have a restaurant Starlight Café' opening in the former Mangos express that will be a breakfast / lunch location with an emphasis on scratch made foods.*
- *Out on M32, I have been assisting the county with selling six parcels west of Airport Road on the north side of M32. Two of the parcels are under contract to build a branded fueling site along with a convenience store and some form a food stop. The buyer / developer is in the due diligence phase. This development is complicated in that the water comes from the township, the sewer is provided by the city, and the township controls the zoning change needed for that type of business. That is a great location and with projected enhanced military activity at the CRTC, this is a great business idea.*

I am aware of other projects across the area that are in the early exploration stages. I will continue to collaborate with the various parties to help address needs that arise. My goal remains to bring these projects from concept to reality. When it is appropriate to share information about these projects, I will do so.

Other Matters:

Grant Pursuit

Target has gotten involved in seeking grants on behalf of our constituents and for our own benefit in the name of improving the impact on our community. We have pursued several grants to support housing and capacity building. We have had success in bringing funding to the area.

- *We assisted the city in seeking grants for Culligan Plaza and the marina.*
- *Target has also pursued direct funding for several local projects or organizations.*
- *Target pursued a grant to establish a small business hub headquartered in Alpena but serving Iosco, Alcona, Alpena, Presque Isle County and Cheboygan counties. This is a 3-year grant program designed to help small businesses which are the lifeblood of many smaller communities. We are receiving over \$2.1 million under this grant.*

Housing

Target has chosen to pursue the region E leadership role under the newly formed MSHDA housing program. We were selected to lead the 11-county region helping to assist in the development of a regional housing plan that included a plan for each of the counties involved.

- *Lenny secured a grant to fund Region E housing needs assessment. That is underway. While we have already undertaken this process for Alpena as part of our housing task force, our hope is both reports are consistent with respect to their findings related to our county.*
- *There are many developers that have reached out to discuss with me available land for subdivision development. The conversations centered on parcels from five acres to twenty acres. The lack of contractors, the excessive cost of building materials, and elevated cost of money are all significant factors in determining the viability of these*



235 West Chisholm Street, Alpena, MI 49707 Fax: (989) 356-3999 Phone (989) 354-4181

projects. Material prices have come down and there is talk of interest rate cuts beginning in late 2024 and continuing into 2025.

- *Among the elements cited in the Alpena housing needs assessment is the need for homes in the price range from \$175,000 to \$250,000. There is significant demand and little available in this price category. With construction costs exceeding \$300 / square feet, it is hard to stay in this range with a new build.*

Loan Report Updates

- *Target has made five loans since the year began. We made eight the prior year.*

County Unemployment Rate: As of April 2024 4.2% up slightly from Nov 2023 (4.0%)

Final Thoughts: *Despite negative macro-economic forces at the start of the year, development activity remains solid. For some projects, these economic factors had a negligible impact since the project was already committed to. I am encouraged by the level of interest that still exists. We saw in late 2023, however, these same factors were enough to cause the abandonment of the Habitat mixed use development project. This is my single biggest disappointment since I took on this role 4 years ago.*

Lastly, we are actively working on evaluating where the broad geographic housing support fits into the Target organization. Target is mindful of our mission to support the Alpena area and focus on broad economic development activities. It may make the most sense for housing to be led by a newly formed entity focused on only housing and serving a larger geographic area centered around NE Michigan. Target would be part of that entity and would support it financially. We will report back on this in the next report to the city.

These moves that have taken place in recent months and that are being explored are in alignment with our strategic direction and fully supported by the Target board of directors. This journey of growth and our evolution as an organization is exciting for Target and should prove beneficial for the broader Alpena area. These moves help us to fulfill our mission statement of improving the lives of all people living in northeast Michigan. While Target is branching out in terms of services and support, my focus will continue to be the Alpena and Presque Isle areas.

Thank you for your support of Target.

Respectfully submitted,

*Michael W. Mahler
Economic Development Director*



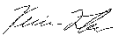

City Hall
208 North First Avenue
Alpena, Michigan 49707
www.alpena.mi.us

Parks & Recreation

Date: June 25, 2024

To: Mayor and City Council Members

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

From: Kevin Fisher, Harbormaster/Parks Coordinator 
Montiel Birmingham, PDZ Director 

Subject: The Reimagined Thunder Bay River Center

Alpena City Council voted to accept ownership of Sportsman Island in 1982; soon after, City Council passed a resolution creating the Alpena Wildlife Sanctuary Advisory Committee *"for the purpose of advising the City Manager on needs effecting the Sanctuary and to coordinate maintenance of Sportsman's Island Park"*. In 1984, Council accepted grant terms with the Michigan State Department of Natural Resources to purchase the property. Per the grant agreement, the Island is to be adequately maintained by the City of Alpena and made available for public recreation in perpetuity.

In the late 2000's, the now named Alpena Wildlife Sanctuary Board had developed a vision for the creation of a wildlife sanctuary interpretive center. At the time, it was understood that the City of Alpena would assume the ongoing maintenance and basic operation of the building, as well as relevant expenses.

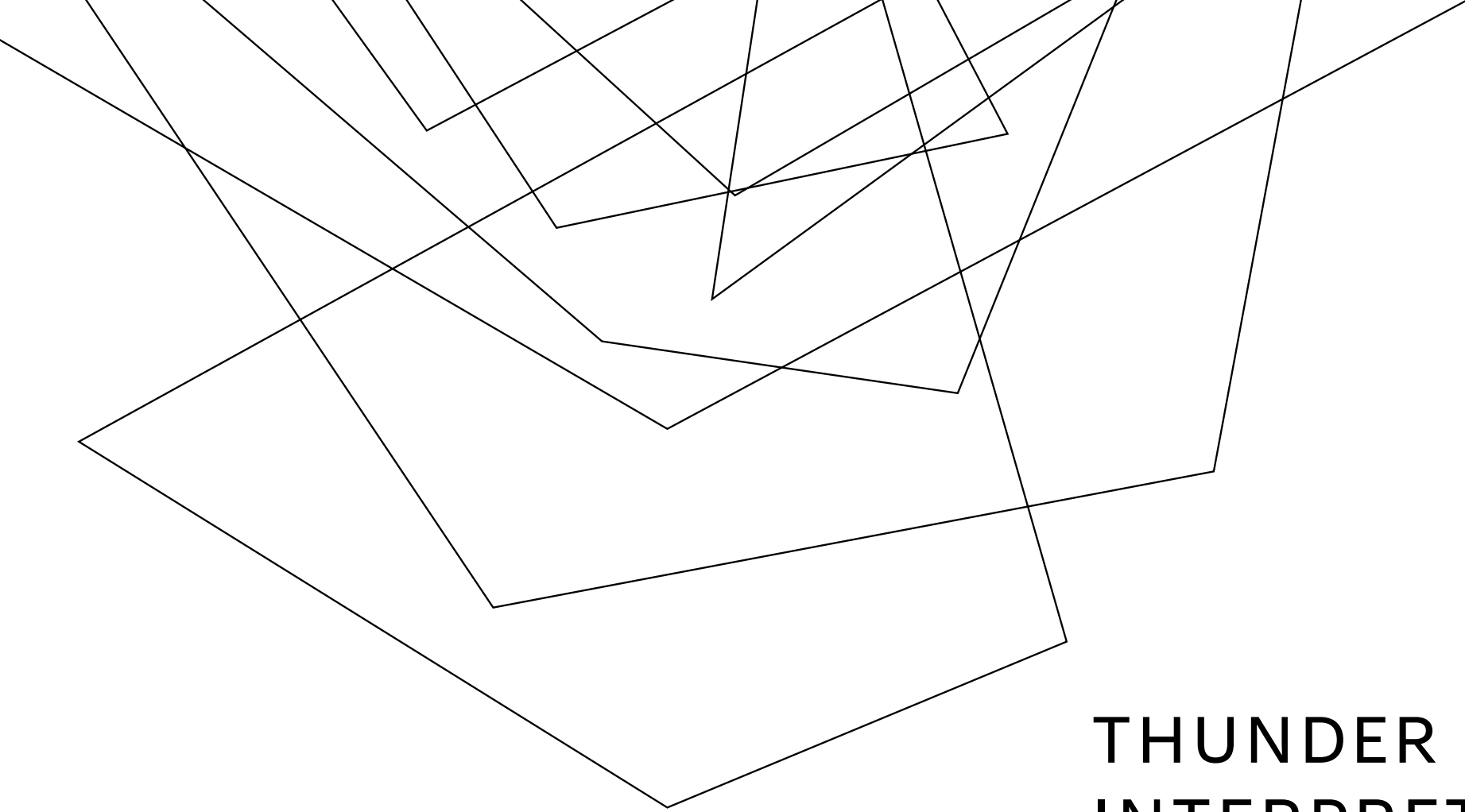
The proposed building and everything it entails is unsustainable for the City to assume responsibility for. As such, City staff would like to suggest that Council supports a reimagined concept of the River Center so the Alpena Wildlife Sanctuary can be promoted in a more ecological, economical, and sustainable manner. The concept was reviewed with the Wildlife Sanctuary and Thunder Bay River Center Boards and both showed overwhelming support for the new direction.

The new Thunder Bay River Center will be a series of outdoor learning stations thoughtfully placed throughout both Duck and Island Parks, in a cohesive way, to not diminish the landscape or the many habitats therein; but to accentuate them and to provoke thought through experiential learning, interpretive exhibits, art installations, and immersive activities. In the coming months, staff will be working on strategic plans that support the vision for the park.

Recommended motion: Approve the new direction for the Thunder Bay River Center as an outdoor learning center with interpretive exhibits, art installations, and immersive activities.

Attachments

U:\Parks\Duck Park\InterpParkMemo.docx



THUNDER BAY RIVER INTERPRETIVE PARK

AGENDA

Art

Installations

Walkway

INTERPRETIVE CENTER POTENTIAL

Busey Woods, Urbana, Illinois



INTERACTIVE LEARNING STATIONS



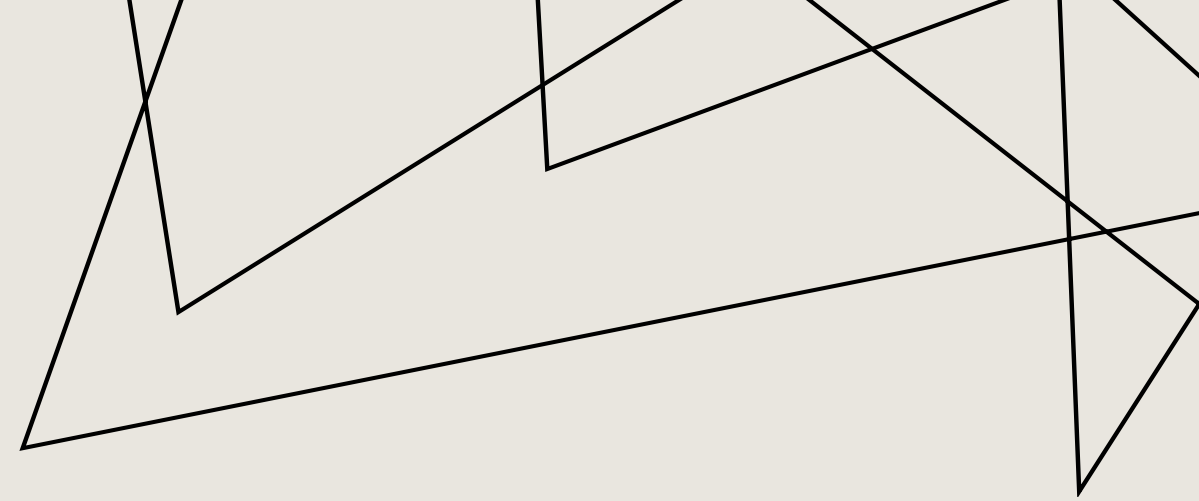
ART INSTALLATIONS

Artist in Residence
Thunder Bay Arts Council
Besser
NOAA
GLGR
ACC
Local Artists



NATURE MEGAPHONE

A NATURE MEGAPHONE AMPLIFIES THE MANY SOUNDS AND NOISES MADE BY FLORA AND FAUNA. FROM THE WIND THROUGH THE TREES, THE CROAK OF BULLFROGS, TO THE SONGS AND CHIRPS OF LOCAL BIRDS. THEY IMMERSE THE USER IN THE HABITAT, CREATING A CLOSE-UP EXPERIENCE WITH THE NATURAL WORLD.



Nature Megaphone in the Boyd B. Banwell Nature Preserve





ADA/UNIVERSAL DESIGN TRAILS

Crushed Stone

Pros:

Accessible to almost all trail users

Can compliment natural landscape

Cons:

Erosion and drainage issues

Wrong aggregate can be a hazard

Pavement

Pros:

Accessible to many, if not all, wheel-based travel

Can reduce impact on surrounding area

Stable surface

Cons:

Prone to cracking and root damage

Can be painful for people with chronic issues to walk on

Surface can get exceedingly hot

Expensive



INTERPRETIVE SUPPORT

Very popular across the nation/world.

Many NGO's, local governments, as well as the Federal Government use Interpretive signage for myriad reasons.

Leave No Trace, US Parks Service, US Forest Service, many local governments.

LANDSCAPING & INTERPRETATION

Freeman Tilden (Interpretation) & Frederick Law Olmsted (Central Park)

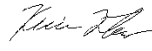
1. Interpretation that does not somehow relate what is being displayed or described to something within the personality or experience of the visitor will be sterile. Interpretation should be personal to the audience.
2. Information, as such, is not interpretation. Interpretation is revelation based upon information. Successful interpretation must do more than present facts.
3. Interpretation is an art, which combines many arts. Any art is in some degree teachable.
4. The chief aim of interpretation is not instruction, but provocation. Interpretation should stimulate people into a form of action.
5. Interpretation should aim to present a whole rather than a part. Interpretation is conceptual and should explain the relationships between things.
6. Interpretation addressed to children should not be a dilution of the presentation to adults, but should follow a fundamentally different approach. Different age groups have different needs and require different interpretive programs.

Memorandum

Date: July 1, 2024

To: Mayor and City Council Members

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

From: Kevin Fisher, Harbormaster/Parks Coordinator 

Subject: 2024-2025 Travel Lift Operator and Winter Storage Services

On August 18, 2021, the City of Alpena entered into a contractual agreement with All Marine and Storage, LLC, to provide Travel Lift Services for the Alpena Marina. The City and All Marine have reviewed the existing contract and agree to an extension for the 2024-2025 boating season ending August 31, 2024, with one change in prices for the services provided through the contract.

The winter storage fee was increased from \$2.80 per square foot to \$3.00 per square foot for FY2024-2025. The compensation percentages were also adjusted so that All Marine and Storage, LLC receives 80% of the fee and the City receives 20%. Last year, All Marine received \$2.20 and the City received \$0.60 per square foot. With this contract, All Marine will receive \$2.40, and the City \$0.60 per square foot.

Recommended Motion: Renew the Travel Lift Operator and Winter Storage Services contract until June 30, 2025, at the rate of \$3.00 per square foot for winter storage.

Attachments



Yes all marine approves the changes

Thanks

All Marine and Storage

On Tue, Jun 25, 2024 at 1:19 PM Fisher, Kevin <kevinf@alpena.mi.us> wrote:

Good afternoon,

The Travel Lift Operator and Winter Storage Contract is set to expire June 30, 2024. It is agreed between the City and contractor that is agreement shall run from July 1, 2024 to June 30, 2025. This agreement may be extended annually through August 31, 2030, if both parties can mutually agree upon the extension. Please reply at your earliest convenience if you accept the changes that we have discussed so we can get this contract to City Council for approval. I have attached the contract for your review.

Thank you for your time.

Kevin Fisher

Harbormaster and Parks Coordinator

[City of Alpena](#)

[208 N First Avenue](#)

[Alpena, MI 49707](#)

Ph: (989)354-1734

Cell: (989)464-6571

kevinf@alpena.mi.us

**CONTRACT DOCUMENTS
FOR THE
CITY OF ALPENA**

**Travel Lift Operator and
Winter Storage Services**

June 2024

Prepared By:

City of Alpena

City of Alpena's Marina

208 N. First Avenue

Alpena, MI 49707

(989) 354-1734



This agreement entered into this 1st day of July, 2024, between the City of Alpena and All Marine and Storage LLC, a Michigan Limited Liability Company, having an office at 1030 N Manning Hill Road, Lachine, MI 49753, herein known as Contractor, for the Travel Lift Operator and Winter Storage Services for the City of Alpena's Marina, shall begin on July 1, 2024, and running through June 30, 2025.

I. General Conditions

The contractor shall move boats to the assigned section of the marina parking lot for winter storage of boats. 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 and in a location agreed upon by the City of Alpena. Winter storage is allowed from September 1 to June 1. The parking lot and Bay 3 of the shop shall be the only area of City property where winter storage of boats and auxiliary equipment (mast, etc.) shall be allowed. All hoisting operations shall only be performed in non-winter weather (i.e., no snow or ice).

Lift fees shall be \$13 per foot. This fee shall be shared between the City of Alpena and Contractor with \$10 per foot paid to Contractor for operating the lift and for operating hoist on one-time hauls (i.e., lifting off/on or inspection lifts) and \$3 per foot paid to the City of Alpena.

A lift fee of \$18 per foot paid solely to the Contractor shall be established for emergencies, and/or after-hours operation of the lift. Normal Hours of operation shall be defined as Monday through Friday from 9:00 a.m. to 5:00 p.m. The City shall receive notifications and contact the Contractor. Contractor shall make final determination if emergency action is necessary.

Contractor shall receive the full Mast Stepping Fees of \$175 per mast.

A General Labor Fee of **\$50** per person per hour shall be established for work beyond hoisting and storage. These services shall include, but not be limited to, lift inspection and maintenance, onsite training on the use of marina equipment, and assistance with marina operations.

The City Of Alpena shall be responsible for carrying insurance for hoisting operations naming the Contractor as additionally insured.

The City of Alpena shall have control of scheduling with the number of boats and conditions agreed upon by both parties. The City shall schedule boats for a particular week. The boat list and contact information scheduled will be provided to the contractor on the prior Friday. The contractor shall make arrangements for the final work schedule and shall make contact to arrange final schedule with any owners who wish to be present.

The City of Alpena shall provide loading/unloading assistance at the Department of Public

Works for the cradle and jack stand transfer. The location of the jack stands shall be established by the Harbormaster in the best interest of the current conditions and use of the marina grounds. The contractor will ensure the boat storage cradles are prepared to move to the City's DPW Service Facility no later than June 15 of each year. At the discretion of the Harbormaster, this date can be extended if weather or operational delays occur.

The City of Alpena shall bill and collect all fees associated with haul outs, storage, and launch through the City Clerk's Office. Payment for all work performed on behalf of the City shall be billed and revenue collected by the City of Alpena by the City Clerk's office. Payment for contractual services rendered by the contractor shall be paid at a minimum of monthly for the work completed by the Contractor. Contractor shall provide an itemized list to the Harbormaster weekly of the work completed including the final relevant measures of the boats so final fees and payments may be established.

Contractor shall work with their shrink wrap provider and the City of Alpena to provide a recycling program for used shrink wrap materials. Fees for this program shall be passed through to the customer as part of the services provided.

Winter layup and storage fees shall be established at \$3.00 x length x beam. The fee for boats utilizing the travel lift services shall be split between both parties with the Contractor receiving \$2.40 per square foot and the City of Alpena receiving \$0.60 per square foot. The winter layup fee will include Contractor performing fall haul, moving stands/cradles/trailers/etc. on lot, blocking, spring launch, and accumulating stands/cradles/trailers/etc. for removal from site. Contractor shall be responsible for placing the stands/cradles/trailers/etc. on the asphalt parking lot using appropriate wood planking or boards so that no indentations are left in the asphalt. The fee for boats not utilizing the travel lift shall be split between both parties with the Contractor receiving \$75.00 and the City of Alpena receiving \$75.00 for a total of \$150.00.

The City of Alpena shall provide dock space for the service pontoon owned by the Contractor at no cost. In exchange, the City of Alpena shall have access to use of the pontoon for operations and repairs within the City.

II. Equipment

The City of Alpena is responsible for completely maintaining the properly operating hoisting equipment. The Contractor shall preform and keep record of OSHA Pre-Operation Inspections. At agreed rate of \$50 per person per hour Contractor will change hoist engine oil and fuel filters only.

III. 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:

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 \$1,000,000 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 Legal 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 contractor shall maintain Marina Operators Legal Liability Insurance with the City of Alpena named as additional insured in an amount not less than \$250,000. 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 coverages 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.

IV. Term of Agreement

It is agreed between the City and contractor that this agreement shall run from July 1, 2024, through June 30, 2025. This agreement may be extended annually through August 31, 2030, if both parties can mutually agree upon the extension.

V. 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.

VI. 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.

VII. 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 services on behalf 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.

VIII. 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.

IX. 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.

X. 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.

XI. 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. Neither party makes a guarantee, warranty or representation that there will be either profits or losses from the services provided.

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

All Marine and Storage LLC
Contractor

By: _____
Cindy Johnson, Mayor

By: _____
Arlee Barker

By: _____
Anna Soik, Clerk/Treasurer/
Finance Director

By: _____
Reid Wilson

208 N. First Avenue
Business Address

1030 N Manning Hill Road
Business Address

Alpena, MI 49707
City, State, Zip

Lachine, MI 49753
City, State, Zip

City Attorney Document Review

See next page for previous signature
William A. Pfeifer, city Attorney
(approved as to form only)

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.

XI. 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. Neither party makes a guarantee, warranty or representation that there will be either profits or losses from the services provided.

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

By: 
Matthew J. Waligora, Mayor


By: 
Anna Soik, Clerk/Treasurer/
Finance Director

208 N. First Avenue
Business Address

Alpena, MI 49707
City, State, Zip

All Marine and Storage LLC
Contractor

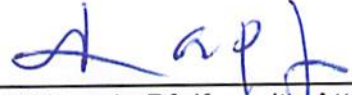
By: 
Arlee Barker

By: 
Reed Wilson

1030 N Manning Hill Road
Business Address

Lachine, MI 49753
City, State, Zip

City Attorney Document Review

 8/16/21
William A. Pfeifer, city Attorney Date
(approved as to form only)