

## **ALPENA CITY COUNCIL MEETING**

**August 15, 2022 – 6:00 p.m.**

### **AGENDA**

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

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

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

**Access Code:** 667-050-061

1. Call to Order.
2. Pledge of Allegiance.
3. Approval and Modification of the Agenda.
4. Approve Minutes – Regular Session of August 01, 2022.
5. Citizens Appearing Before Council on Agenda and Non-Agenda Items (Citizens Shall be Allowed a Maximum of Five (5) Minutes Each to Address Their Concerns. This is the Only Time During a Council Meeting that Citizens are Allowed to Address the Council).
6. Public Hearing.
7. Consent Agenda.
  - A. Bills to be Allowed, in the Amount of \$261,555.56.
  - B. Renewal of Auditing Services with Straley Lamp Kraenzlein P.C. for Fiscal Year 2022/23.
  - C. Approval of a Budget Amendment Request to Increase the Capital Outlay Expenditure in the Police Department for \$8,250. The Revenue Will Come from Committed Fund Balance.
  - D. Budget Amendment Request to Carry Over \$25,500 from the FY22 Budget to FY23 for the IT Department in the General Fund.
  - E. Budget Amendment Request to Carry Over \$458,000 from the FY22 Budget to FY23 for the Treatment and Distribution Departments in the Water Fund.
  - F. Budget Amendment Request to Carry Over \$480,000 from the FY22 Budget to FY23 for the Construction Department in the Major and Local Streets Fund.
  - G. Budget Amendment Request to Carry Over \$67,200 from the FY22 Budget to FY23 for the Public Works Department in the General Fund.
  - H. Budget Amendment Request to Carry Over \$268,373 from the FY22 Budget to FY23 for the Treatment and Collection Departments in the Sewer Fund.
  - I. FY23 School Liaison Agreement.
  - J. Council Appointment of Brian Peterson to the Harbor Advisory Board for a Three-Year Term Expiring August 15, 2025.

K. Council Appointment of Bailey Barr to the Recreation Advisory Board for a Three-Year Term Expiring August 15, 2025.

8. Presentations.
9. Announcements.
10. Mayoral Proclamation.
11. Report of Officers.
12. Communications and Petitions.
13. Unfinished Business.
14. New Business.
  - A. Introduction of New Code Enforcement/Rental Inspector – Montiel Birmingham, Planning, Development and Zoning Director.
  - B. Travel Lift Operator and Winter Storage Services – Shannon Smolinski, Harbormaster.
  - C. 2022 Goose Management – Rachel Smolinski, City Manager.
  - D. Mute Swan Management – Rachel Smolinski, City Manager.
15. Adjourn to Closed Session to Discuss Possible Litigation Regarding Decorative Panels International and the Odor Problem Experienced by Residents of the City of Alpena.
16. Return to Open Session.
17. Adjourn.



Rachel Smolinski  
City Manager

## **COUNCIL PROCEEDINGS**

**August 01, 2022**

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

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

Absent: None.

### **PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was recited.

### **APPROVAL OF THE AGENDA**

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

Motion carried 5-0.

### **MINUTES**

The minutes of the regular and closed sessions of July 18, 2022, were approved as printed.

### **CONSENT AGENDA**

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

Bills to be allowed, in the amount of \$565,886.61.

Motion carried 5-0.

### **PROCLAMATION**

Mayor Waligora proclaimed Saturday, August 13, 2022, as Stephen Siller

Tunnel to Towers Recognition Day in the City of Alpena.

**PETITION TO STOP THE REDESIGN OF CULLIGAN PLAZA**

A presentation was given by Taishaw Thomas, Carol Bobolts, Laurie Wade, and Melissa Timmreck (filled in for Jean Nardi who was unable to attend). They are not in favor of the current redesign of Culligan Plaza. They want to see the project stopped and also to be part of the solution of which the whole community can be proud. The petition has over 1,200 signatures of citizens that are opposed to the redesign. Members of the public were given an opportunity to speak and voice their concerns. The committee for the project will meet in the near future.

**ADJOURN**

On motion of Councilmember Nowak, seconded by Mayor Pro Tem Johnson, the Municipal Council adjourned at 7:37 p.m.

Matthew Waligora  
Mayor

ATTEST:

Anna Soik  
City Clerk

# INVOICE REGISTER

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EXP CHECK RUN DATES 08/16/2022 - 08/16/2022

UNJOURNALIZED

OPEN - CHECK TYPE: PAPER CHECK

VENDOR	INVOICE #	DESCRIPTION	AMOUNT
AIRGAS USA LLC	9127849984	SUPPLIES - EMS DISP	39.08
AIRGAS USA LLC	9128278668	VEH MAINT - EQ	52.93
AIRGAS USA LLC	9128325127	SUPPLIES - EMS DISP	49.82
ALICE CUMMINGS	080922	CEMETERY LOT REFUND	135.00
ALL MARINE AND STORAGE LLC	000358	TRAVEL LIFT/STORAGE SVCS	659.00
ALPENA AGENCY INC	41601	CYBER LIABILITY - IT	18,883.00
ALPENA COUNTY TREASURER	072822	PRE CHANGE ADMIN FEE	19.54
ALPENA COUNTY TREASURER	080522	TAX TRIBUNAL ADJ - DOCKET #21-002701	2,244.09
ALPENA DIESEL SERVICE	74133	VEH MAINT - EQ	34.78
ALPENA GLASS CO INC	394358	MAINT - MARINA	166.56
ALPENA LAWN CARE & MAINTENANCE	5170	MOWING - CODE ENFORCEMENT	500.00
ALPENA SUPPLY CO	S100430751.002	MAINT - MARINA	206.80
ALPENA SUPPLY CO	S100440123.001	VEH MAINT #21	17.85
ALPENA SUPPLY CO	S100437821.001	SUPPLIES - FIRE/EMS	492.72
ALPENA SUPPLY CO	S100440964.001	SUPPLIES - FIRE/EMS	96.61
ALPENA SUPPLY CO	S100441585.001	MAINT - MARINA	18.70
ALPENA SUPPLY CO	S100443071.001	SUPPLIES - FIRE/EMS	107.38
ALPENA SUPPLY CO	S100443624.001	BRIDGE MAINT - MAJ ST	420.53
ALPENA SUPPLY CO	S100444264.001	MAINT - EMS	18.00
ALPENA SUPPLY CO	S100445011.001	BRIDGE MAINT - MAJ ST	205.55
ALPENA SUPPLY CO	S100445328.001	BRIDGE MAINT - MAJ ST	129.95
ALPENA SUPPLY CO	S100445487.001	SUPPLIES - MARINA	19.99
ALPENA SUPPLY CO	S100446427.001	MAINT - MARINA	36.75
ALPENA TRIM LLC	080322	CARGO TRAILER - POLICE	8,250.00
AMAZON CAPITAL SERVICES INC	1RRD-D431-P7RM	UNIFORMS - FIRE/EMS	145.56
AMAZON CAPITAL SERVICES INC	1DLY-FJMF-DM1T	UNIFORMS - FIRE/EMS	253.99
AMAZON CAPITAL SERVICES INC	19V9-VVP4-6JFK	SUPPLIES - POLICE	289.65
AMAZON CAPITAL SERVICES INC	1JM3-96JH-4C4V	SUPPLIES - PLANNING	214.52
APPLIED INDUSTRIAL TECH-MI LTD	7024714770	VEH MAINT - EQ	181.34
BALL TIRE & GAS INC	207957	VEH MAINT - POLICE	170.41
BALL TIRE & GAS INC	208072	VEH MAINT - EMS	575.68
BALL TIRE & GAS INC	208242	SUPPLIES - CEMETERY	29.17
BALL TIRE & GAS INC	208332	VEH MAINT - EQ	117.50
BALL TIRE & GAS INC	208466	VEH MAINT - EQ	20.63
BALL TIRE & GAS INC	208495	VEH MAINT - EQ	46.40
BALL TIRE & GAS INC	208784	VEH MAINT - EQ	114.17
BECKETT AND RAEDER	2022501	PROF SERVICES - DDA	1,820.00
BELL EQUIPMENT COMPANY	P09161	VEH MAINT - EQ	3,716.00
BELL EQUIPMENT COMPANY	P09162	VEH MAINT - EQ	2,594.00
BELL EQUIPMENT COMPANY	P09174	VEH MAINT - EQ	2,702.00
BELL EQUIPMENT COMPANY	P09190	VEH MAINT - EQ	1,235.68
BESSER SENIOR LIVING	080522	STARLITE RENTAL DEPOSIT REFUND	100.00
BLARNEY CASTLE OIL COMPANY	1462625-IN	RECREATIONAL FUEL PURCHASE - MARINA	7,135.32
BLARNEY CASTLE OIL COMPANY	1462751-IN	RECREATIONAL FUEL PURCHASE - MARINA	10,069.08
BOUND TREE MEDICAL LLC	84616207	SUPPLIES - EMS DISP	833.00
BP	62668686	GAS/FUEL - FIRE/EMS/EQ	5,535.71
BRUCE TILLINGER	073122	MECHANICAL INSP SVCS 07/22	2,360.00
BRUCE TILLINGER	073122	PLUMBING INSP SVCS 07/22	755.20
CALGON CARBON CORPORATION	90146380	CARBON LEASE - WATER	32,360.00
CARQUEST AUTO PARTS	463036	VEH MAINT - EQ	9.68
CARQUEST AUTO PARTS	463551	BRIDGE MAINT - MAJ ST	1,613.52
CARQUEST AUTO PARTS	463585	VEH MAINT - EMS	21.42
CARQUEST AUTO PARTS	463690	VEH MAINT - POLICE	12.87
CARQUEST AUTO PARTS	464539	VEH MAINT - POLICE	23.70
CARQUEST AUTO PARTS	464573	VEH MAINT #89	56.70
CARQUEST AUTO PARTS	464810	VEH MAINT - POLICE	2.64
CERTA SITE LLC	12479636	UNIFORMS - FIRE/EMS	48.00
CHARTER COMMUNICATIONS	0161615072522	FAX LINE - CITY HALL	79.98
CHARTER COMMUNICATIONS	0161888072722	FAX LINE - PUBLIC WORKS	89.98
CHEMTRADE CHEMICALS US LLC	9338341	ALUMINUM SULFATE - WATER	5,735.60
CIVIC PLUS	236000	ORDINANCE ELECTRONIC UPDATE	861.89
CLEAR WATER LAKE MANAGEMENT INC	2563	ALGAE/WEED TREATMENT - MARINA	1,135.00
CONTINENTAL LINEN SERVICE	70483 07/22	RUG/UNIFORM CONT 07/22	937.44
DE LAGE LANDEN FINANCIAL SERVICES	77073489	COPIER LEASE - DDA	21.81
DE LAGE LANDEN FINANCIAL SERVICES	77144324	COPIER LEASE - DDA	56.55
DEAN ARBOUR FORD LINCOLN MERCURY	173440	VEH MAINT - POLICE	60.00
DOG WASTE DEPOT	491209	SUPPLIES - PARKS	438.20
DONS TRACTOR & EQUIPMENT SALES	68667	TRACTOR RENTAL - EQUIP	600.00
EAGLE SUPPLY CO	122482	SUPPLIES - PARKS	345.00
EAGLE SUPPLY CO	122775	SUPPLIES - PARKS	32.00
EAGLE SUPPLY CO	122864	SUPPLIES - CITY HALL	72.40
EAGLE SUPPLY CO	122899	SUPPLIES - PARKS	193.00

# INVOICE REGISTER

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EXP CHECK RUN DATES 08/16/2022 - 08/16/2022

UNJOURNALIZED

OPEN - CHECK TYPE: PAPER CHECK

VENDOR	INVOICE #	DESCRIPTION	AMOUNT
EAGLE SUPPLY CO	122995	SUPPLIES - FIRE/EMS	398.86
EAGLE SUPPLY CO	123002	SUPPLIES - MARINA	62.40
EAGLE SUPPLY CO	123003	SUPPLIES - PARKS	94.50
ELECTION SOURCE	22-2743	SUPPLIES - ELECTION	281.38
EMERY ENTERPRISES	072213	UNIFORMS - BLDG	194.97
ENVIRONMENTAL EXCAVATING &	22-008	VEH MAINT - EQ	100.00
ENVIRONMENTAL EXCAVATING &	22-017	MAINT - MAJ ST	960.00
ENVIRONMENTAL EXCAVATING &	22-029	MAINT - SIDEWALK	416.00
ENVIRONMENTAL EXCAVATING &	21-073	MDOT REPAIRS - MAJ ST	1,790.00
ENVIRONMENTAL EXCAVATING &	22-026	MAINT - MAJ ST	1,762.50
ENVIRONMENTAL EXCAVATING &	22-023	MAINT - MAJ ST	1,040.00
ETNA SUPPLY	S104666116.001	VEH MAINT - EQ	1,000.00
FAMILY ENTERPRISE EMBROIDERY	67147	UNIFORMS - BLDG	352.75
FASTENAL COMPANY	MIALP193242	SUPPLIES - PUBLIC WORKS	14.76
FASTENAL COMPANY	MIALP193396	VEH MAINT - EQ	64.53
FASTENAL COMPANY	MIALP193434	VEH MAINT - EQ	40.75
FITZPATRICK'S HARDWARE	5431625	MAINT - MARINA	239.80
FITZPATRICK'S HARDWARE	5432988	MAINT - MARINA	22.47
FITZPATRICK'S HARDWARE	5433075	MAINT - MARINA	20.78
FITZPATRICK'S HARDWARE	5433265	MAINT - MARINA	16.76
FITZPATRICK'S HARDWARE	5433578	SUPPLIES - MARINA	5.79
FITZPATRICK'S HARDWARE	5433744	MAINT - MARINA	17.87
FITZPATRICK'S HARDWARE	5434670	MAINT - MARINA	9.89
FITZPATRICK'S HARDWARE	5434765	MAINT - MARINA	14.97
FITZPATRICK'S HARDWARE	5434781	MAINT - MARINA	24.76
FITZPATRICK'S HARDWARE	5435814	MAINT - MARINA	75.19
FITZPATRICK'S HARDWARE	5435966	MAINT - MARINA	48.84
FITZPATRICK'S HARDWARE	5436031	MAINT - MARINA	18.98
FITZPATRICK'S HARDWARE	5436177	MAINT - MARINA	8.88
FITZPATRICK'S HARDWARE	5436510	MAINT - CH/PKS/MARINA	21.96
FITZPATRICK'S HARDWARE	5436760	MAINT - MARINA	42.49
FITZPATRICK'S HARDWARE	5436955	BRIDGE MAINT - MAJ ST	11.39
FITZPATRICK'S HARDWARE	5437315	MAINT - MARINA	72.38
FOUNDATION RADIOLOGY GROUP PC	378278284	EMPLOYEE PHYS - FIRE/EMS	37.00
FRANCIS ROSINSKI	073122	ELECTRICAL INSP SVCS 07/22	1,520.80
FRANCIS ROSINSKI	080522	STARLITE RENTAL DEPOSIT REFUND	100.00
FRANKS KEY & LOCK SHOP INC	45096	BLDG MAINT - POLICE	347.00
FRANKS KEY & LOCK SHOP INC	45167	SUPPLIES - POLICE	12.00
FRONTIER	4175 08/22	TELEPHONE - FIRE/EMS	40.50
FRONTIER	5445 08/22	TELEPHONE - FIRE/EMS	83.30
FRONTIER	7204 08/22	ELEVATOR TELEPHONE - CITY HALL	58.24
FRONTIER	7430 08/22	ELEVATOR TELEPHONE - PUBLIC SAFETY	58.24
GEORGIES TOWING & WRECKER SVC	22-08951	IMPOUND TOWING - POLICE	75.00
GFL ENVIRONMENTAL	0056181905	DUMPSTER CHARGES 06/22	1,125.00
GFL ENVIRONMENTAL	0056667793	DUMPSTER CHARGES 07/22	1,803.10
GLITZ & GLAMOUR BRIDAL & GIFTS	072322	UNIFORMS - POLICE	15.00
GLITZ & GLAMOUR BRIDAL & GIFTS	072722	UNIFORMS - FIRE/EMS	20.00
HALLS SERV-ALL	073122	RENTAL FEE - PARKS	2,093.00
HOME DEPOT CREDIT SERVICES	4014213	MAINT - MARINA	85.95
HOME DEPOT CREDIT SERVICES	4014274	MAINT - MARINA	21.82
HOME DEPOT CREDIT SERVICES	7100253	SUPPLIES - FIRE/EMS	(79.93)
HOME DEPOT CREDIT SERVICES	7614619	SUPPLIES - FIRE/EMS	30.44
HOME DEPOT CREDIT SERVICES	5070489	SUPPLIES - PARKS	138.18
HOME DEPOT CREDIT SERVICES	8010386	MAINT - MARINA	814.74
HOME DEPOT CREDIT SERVICES	5610622	MAINT - PARKS	10.97
HOME DEPOT CREDIT SERVICES	5620264	SUPPLIES - FIRE/EMS	73.92
HOME DEPOT CREDIT SERVICES	4020636	MAINT - MARINA	1,050.79
HOME DEPOT CREDIT SERVICES	4071020	SUPPLIES - PARKS	19.96
HOME DEPOT CREDIT SERVICES	4071030	SUPPLIES - PARKS	7.22
HOME DEPOT CREDIT SERVICES	3010688	MAINT - MARINA	12.90
HOME DEPOT CREDIT SERVICES	3020649	SUPPLIES - PARKS	191.59
HOME DEPOT CREDIT SERVICES	3020655	MAINT - MARINA	32.43
HOME DEPOT CREDIT SERVICES	2010824	SUPPLIES - PARKS	119.96
HOME DEPOT CREDIT SERVICES	2020727	SUPPLIES - PARKS	90.08
HOME DEPOT CREDIT SERVICES	2101449	SUPPLIES - PARKS	(67.48)
HOME DEPOT CREDIT SERVICES	1020749	SUPPLIES - PARKS	15.90
HOME DEPOT CREDIT SERVICES	1062838	MAINT - MARINA	4.39
HOME DEPOT CREDIT SERVICES	6071374	SUPPLIES - PARKS	64.85
HURON PINES INC	080522	STARLITE RENTAL DEPOSIT REFUND	100.00
HURON SHORES FELLOWSHIP	080522	STARLITE RENTAL DEPOSIT REFUND	100.00
INTERSTATE BATTERY MID MICHIGAN	23429348	VEH MAINT - EQ	116.50
INTERSTATE BATTERY MID MICHIGAN	23429349	VEH MAINT - EMS	526.00

## INVOICE REGISTER

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EXP CHECK RUN DATES 08/16/2022 - 08/16/2022

UNJOURNALIZED

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VENDOR	INVOICE #	DESCRIPTION	AMOUNT
JANE MORTIMER	080522	STARLITE RENTAL DEPOSIT REFUND	100.00
JASON COLLEGNON	070522	TRAVEL ADVANCE - POLICE	210.00
JEFF FINKBEINER	A00087022	EMS ONLINE MEMBERSHIP	349.00
JEROMES TOWING	22-1854	VEH MAINT - EMS	150.00
JERRY CHRISTENSEN	081622	MAINT - PARKS	94.56
JONES & BARTLETT LEARNING LLC	494371	TRAINING MATLS - FIRE/EMS	1,346.19
KATHERINE MILLER	080522	STARLITE RENTAL DEPOSIT REFUND	100.00
KENDALL ELECTRIC INC	S111836825.002	SUPPLIES - LIGHTS	370.54
KENDALL ELECTRIC INC	S111837053.001	SUPPLIES - LIGHTS	155.73
KENDALL ELECTRIC INC	S111836825.003	SUPPLIES - LIGHTS	21.07
KENDALL ELECTRIC INC	S111895105.001	MAINT - LIGHTS	88.26
KENDALL ELECTRIC INC	S111836825.001	SUPPLIES - LIGHTS	496.95
L & S TRANSIT MIX	62876	MAINT - MAJ ST	58.25
L & S TRANSIT MIX	62968	MAINT - MAJ ST	64.50
L & S TRANSIT MIX	63004	MAINT - MAJ ST	116.50
L & S TRANSIT MIX	262593	MAINT - MAJ ST	220.00
L & S TRANSIT MIX	63013	STORES - CONCRETE	42.40
LAKESHORE PLUMBING, HEATING &	48594	MAINT - PUBLIC WORKS	320.00
LAKESHORE PLUMBING, HEATING &	48628	MAINT - PUBLIC WORKS	157.00
LEFAVE PHARMACY INC	071422	SUPPLIES - EMS DISP	80.56
LERMA INC	092022D	CONFERENCE REG - POLICE	100.00
LEXIPOL LLC	INVPRA108768	ONLINE POLICE ACADEMY	1,082.72
MICHIGAN POLICE EQUIP CO	15082	SUPPLIES - POLICE	333.00
MICHIGAN STATE POLICE	551-603503	SOR REGISTRATION - POLICE	90.00
MILLER OFFICE MACHINES	AR20667	COPIER MAINT - PSF	158.88
MILLER OFFICE MACHINES	AR20668	COPIER MAINT - CITY HALL	45.22
MILLER OFFICE MACHINES	AR20837	SUPPLIES - DDA	58.10
MML WORKERS COMP FUND	6389206	WORKERS COMP - QTR PAYMENT	25,522.00
NALCO COMPANY LLC	6601366909	POLYMER VELIGON - WATER	3,205.82
NEMROC INC	33541	MAINT - PARKS	428.26
NORTH CENTRAL MICHIGAN COLLEGE	SMITHS22	COURSE TUITION - FIRE/EMS	864.00
NORTHERN CLEANING & MAINTENANCE	080122	MAINT - DDA	120.00
OFFICE DEPOT	23029984	SUPPLIES - ELECTIONS/CITY HALL	824.11
OMEGA ELECTRIC & SIGN CO INC	24260	VEH MAINT - POLICE	235.00
PRESQUE ISLE ELECTRIC & GAS CO	5633800001 08/22	ELECTRIC - AIR BASE	67.40
RAPID RESULTS	14943	DRUG SCREEN - MARINA	30.00
REVIZE LLC	14055	WEBSITE TECH SUPPORT	2,075.00
SPARTAN DISTRIBUTORS INC	11860064	MAINT - CEMETERY	1,234.10
ST PAUL LUTHERAN CHURCH	080422	STARLITE RENT/DEPOSIT REFUND	325.00
STEVEN HALL	073122	MILEAGE 07/22	128.44
SUPERIOR IMAGE CLEANING	073122	CITY CUSTODIAL SERVICES	6,924.34
TENURGY LLC	ALP-130	UTILITY RATE SAVINGS 06/22	592.12
TENURGY LLC	ALP-131	UTILITY RATE SAVINGS 07/22	258.88
TERMINAL SUPPLY CO	60626-00	VEH MAINT - EQ	163.87
THE SHERWIN WILLIAMS CO	3963-4	MAINT - MARINA	199.55
THE SHERWIN WILLIAMS CO	4548-2	MAINT - PARKS	108.58
THE SHERWIN WILLIAMS CO	4550-8	MAINT - PARKS	92.94
THE SHERWIN WILLIAMS CO	5439-3	MAINT - PARKS	92.94
THE UPS STORE 5054	080522	SHIPPING FEES	189.17
THUNDER BAY BLOCK PRODUCTS	21-3450	MAINT - PARKS	600.00
TRUGREEN PROCESSING CENTER	162124815	MAINT - CEMETERY	41.95
WALMART-CAPITAL ONE	071922	LATE FEE - FIRE/EMS	29.00
WEX BANK/SPEEDWAY	82723255	GAS/FUEL-POL/FIRE/EMS/EQ/SUEZ	11,209.78
WILLIAM GOHL III	072622	DRY CLEANING EXPENSE - POLICE	180.16

Total: 200,894.82

CHECKS RAN ON 8/5/22 (BREAKDOWN OF INVOICES PAID ON NEXT PAGE)

60,660.74

TOTAL FOR 8/15/22 COUNCIL MEETING

261,555.56

**INVOICE REGISTER**

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EXP CHECK RUN DATES 08/05/2022 - 08/05/2022

UNJOURNALIZED

OPEN - CHECK TYPE: PAPER CHECK

VENDOR	INVOICE #	DESCRIPTION	AMOUNT
ALPENA POWER COMPANY	080522	ELECTRIC	41,911.79
CITY OF ALPENA	1271-001 07/22	SEW/WATER - MICH-E-KE-WIS	497.82
CITY OF ALPENA	4397-001 07/22	SEW/WATER - CEMETERY	36.66
CITY OF ALPENA	4398-001 07/22	SEW/WATER - CEMETERY	269.90
CITY OF ALPENA	4528-001 07/22	SEW/WATER - PUBLIC SAFETY	2,677.46
CITY OF ALPENA	6656-001 07/22	SEW/WATER - PSF ANNEX	36.66
CITY OF ALPENA	8110-001 07/22	SEW/WATER - STARLITE PROM	555.94
CITY OF ALPENA	4709-001 07/22	SEW/WATER - CEMETERY IRR	40.00
CITY OF ALPENA	8111-001 07/22	SEW/WATER - SPLASH PK IRR	40.00
CITY OF ALPENA	8111-002 07/22	SEW/WATER - STARLITE PROM	13,807.41
DTE ENERGY	080522	NATURAL GAS - DDA	93.14
FRONTIER	9535 08/22	ALARM PHONE LINES - SEWER	678.36
UNITED STATES TREASURY	38-6004519 20-21	PCORI FEE	7.62
UNITED STATES TREASURY	38-6004519 21-22	PCORI FEE	7.98
Total:			60,660.74

# Memorandum



**To:** Mayor Waligora and Municipal Council  
**From:** Anna Soik, City Clerk/Treasurer/Finance Director *AS*  
**Date:** August 2, 2022  
**Re:** Renewal of Auditing Services – Straley Lamp & Kraenzlein P.C..

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The City's auditing firm, Straley Lamp & Kraenzlein P.C. has submitted their service contract for the 2022/23 fiscal year. There will be a \$165 monthly increase in fees which equates to \$1,980. The fees will be \$3,445 per month totaling \$41,340 for the fiscal year.

The City has a long working history with Straley Lamp & Kraenzlein P.C. With their assistance, we have earned 27 awards for Financial Reporting from the Government Finance Officers Association.

I am recommending that we renew our contract with Straley Lamp & Kraenzlein P.C. for the 2022/23 fiscal year for a total of \$41,340.

# Straley Lamp & Kraenzlein P.C.

Certified Public Accountants

Philip T. Straley, CPA/PFS  
Bernard R. Lamp, CPA  
James E. Kraenzlein, CPA/ABV/CFF  
Gary C. VanMassenhove, CPA  
Jeff A. Taphouse, CPA  
John D. Faulman, CPA  
Andrew R. Lamp, CPA  
Chelsea A. McConnell, CPA  
Leah M. Cox, CPA  
Nicholas L. Cordes, CPA  
Mark L. Sandula, CPA  
Robert D. Ilsley

July 25, 2022

RECEIVED  
AUG - 1 2022

CITY OF ALPENA  
CLERK / TREAS / FIN DIRECTOR

Ms. Anna Soik, Clerk/Treasurer  
City of Alpena  
208 N. First Avenue  
Alpena, MI 49707

Dear Anna:

We are pleased to confirm our understanding of the services we are to provide the City of Alpena for the year ended June 30, 2022.

## Audit Scope and Objectives

We will audit the financial statements of the governmental activities, business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the disclosures, which collectively comprise the basic financial statements of the City of Alpena as of and for the year ended June 30, 2022. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement City of Alpena's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to City of Alpena's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis
- 2) Budgetary Comparison Information
- 3) Required Defined Benefit Pension System Trust Schedules
- 4) Required Other Post-Employment Benefits (OPEB) Schedules

We have also been engaged to report on supplementary information other than RSI that accompanies the City of Alpena's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures,

including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements:

- 1) Combining, Individual and Budgetary Comparison Fund Statements
- 2) Component Units – Fund Based Statements

In connection with our audit of the basic financial statements, we will read the following other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

- 1) Introductory Section
- 2) Statistical Section

In addition, we will assist you in preparing the GASB required supplementary data (which may not be audited) required for a Annual Comprehensive Financial Report. We will also submit a letter of comments and recommendations based on our audit.

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP; and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

The objectives also include reporting on internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

#### **Auditor's Responsibilities for the Audit of the Financial Statements**

We will conduct our audit in accordance with GAAS and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of your accounting records of the City of Alpena and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and

abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We may request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry.

#### **Audit Procedures—Internal Control**

We will obtain an understanding of the government and its environment, including internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

#### **Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City of Alpena's compliance with provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

## **Other Services**

We will also assist in preparing the financial statements of the City of Alpena in conformity with accounting principles generally accepted in the United States of America and assist in preparing investment and bond debt journal entries and submission of required state filings (F-65, qualifying statements and pension and OPEB Form 5572's) based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services, and other services previously defined and additional services requested. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities. Our quoted monthly fee does not include these other services.

## **Responsibilities of Management for the Financial Statements**

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with accounting principles generally accepted in the United States of America, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is responsible for making drafts of financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by GAAS and *Government Auditing Standards*.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, or contracts or grant agreements that we report.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with accounting principles generally accepted in the United States of America (GAAP). You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to publishing the financial statements on your website, you understand that websites are a means of distributing information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information on the website with the original document.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge and experience to evaluate the adequacy and results of those services; and accept responsibility for them.

#### **Engagement Administration, Fees, and Other**

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

We expect to begin our audit as soon as reasonably possible after the records become available to be audited and to complete and issue our report as soon as possible thereafter. Prior to the beginning of our on-site fieldwork, professional standards require us to perform certain analytical procedures and establish various audit parameters. Consequently, **we will need your final trial balance (with no further adjustments to be made), as well as any requested schedules/workpaper at least 5 workdays before our on-site fieldwork begins.**

We will provide copies of our reports to the City of Alpena; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Straley Lamp & Kraenzlein P.C. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the State of Michigan or its designee, a federal agency providing direct or indirect funding, or the U.S.

Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Straley Lamp & Kraenzlein P.C. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release or for any additional period requested by the State of Michigan. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

James E. Kraenzlein, CPA/ABV/CFF, CVA is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$3,445 per month, spread over a twelve-month period beginning July 1, 2022, plus any additional time to complete the audit of all Federal funds required by Uniform Guidance, if required. Certain sections of the financial statements, such as the MD&A are management's representations. Although we can assist you in complying with these provisions of GASB 34, the above fees do not include this additional time and cost. Any fees incurred to assist you in meeting these requirements will be billed to you separately. Our fees may need to be adjusted due to COVID-19 related financial assistance, grants or awards. In addition, for fiscal years ending after December 31, 2021, the implementation of Statement on Standards No. 134, *Forming an Opinion and Reporting on Financial Statements*, is required. Accordingly, we anticipate an additional fee not to exceed \$1,500 for the implementation of this new accounting standard. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

## **Reporting**

We will issue a written report upon completion of our audit of the City of Alpena's financial statements. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

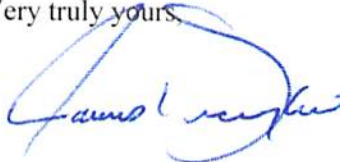
We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will state (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance

with *Government Auditing Standards* in considering the entity's internal control and compliance. The report will also state that the report is not suitable for any other purpose. If during our audit we become aware that the City of Alpena is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

*Government Auditing Standards* require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Accordingly, our 2021 peer review report accompanies this letter.

We appreciate the opportunity to be of service to the City of Alpena and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,



James E. Kraenzlein, CPA/ABV/CFF, CVA  
Straley Lamp & Kraenzlein P.C.

JEK/mm

RESPONSE:

This letter correctly sets forth the understanding of the City of Alpena.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



# WEINLANDER FITZHUGH

CERTIFIED PUBLIC ACCOUNTANTS  
& CONSULTANTS

## Report on the Firm's System of Quality Control

December 28, 2021

To the Shareholders of Straley Lamp & Kraenzlein, P.C. and the Peer Review Committee of the Michigan Association of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of Straley Lamp & Kraenzlein, P.C. (Firm) in effect for the year ended May 31, 2021. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary). The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

### Firm's Responsibility

The Firm is responsible for designing a system of quality control and complying with it to provide the Firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The Firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

### Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the Firm's compliance therewith based on our review.

### Required Selections and Considerations

Engagements selected for review included an engagement performed under Government Auditing Standards, including a compliance audit under the Single Audit Act and an audit of an employee benefit plan.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the Firm, if applicable, in determining the nature and extent of our procedures.

### Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Straley Lamp & Kraenzlein, P.C. in effect for the year ended May 31, 2021 has been suitably designed and complied with to provide the Firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Straley Lamp & Kraenzlein, P.C. has received a peer review rating of *pass*.

*Weinlander Fitzhugh*

1600 Center Avenue | PO Box 775 | Bay City, MI 48707-0775

1.800.624.2400 | 989.893.5577 | Fax: 989.895.5842 | [www.wf-cpas.com](http://www.wf-cpas.com)

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AUG - 3 2022

CITY OF ALPENA  
CLERK / TREAS / FIN DIRECTOR

# BUDGET AMENDMENT REQUEST

FUND: General  
DEPARTMENT: Police  
PROJECT: Purchase of 7' x 14' Enclosed Trailer

Account No.	Account Description	Current Budget	Proposed Increase or (Decrease)	Proposed Budget
101-301 971-000	Capital - Outlay	\$17,915	\$8,250	\$26,165

## Justification for Budget Amendment

The police department has been in need of a large enclosed utility trailer to securely store various pieces of equipment (automotive seats/parts, electronics, etc.). A suitable unit from a local retailer has been identified, and monies from the committed fund balance are available to offset this purchase.

## Michigan Uniform Accounting and Budget Act:

\*\* Requires budget amendments before any expenditures exceed the budget.

\*\* The City Manager and City Clerk/Treasurer/Finance Director are authorized by the Municipal Council to make budgetary transfers within the departments established through this budget. All transfers between departments or funds or from fund balance may be made only by further action of the Municipal Council.

[Signature] 8-3-22  
Department Head Date

Anna Soik 8/4/22  
Clerk/Treasurer Date

Rachel Swoboda 8/8/22  
City Manager Date

\_\_\_\_\_  
City Council Date

# BUDGET AMENDMENT REQUEST

FUND: General  
 DEPARTMENT: Exp - IT  
 PROJECT: Carryover from FY 21-22 to FY 22-23

Account No.	Account Description	Current Budget	Proposed Increase or (Decrease)	Proposed Budget
101-228-801.000	Prof & Cont Office	\$106,350	\$3,500	\$109,850
101-228-973.001	Cap - Office Equipment	\$14,000	\$13,000	\$27,000
101-228-973.000	Cap - Equipment	\$30,000	\$9,000	\$39,000

## Justification for Budget Amendment


Finish GIS Corrections Project, complete Police Tablets project, finish Police in-car Camera project, Finish Server Project

### Michigan Uniform Accounting and Budget Act:

\*\* Requires budget amendments before any expenditures exceed the budget.

\*\* The City Manager and City Clerk/Treasurer/Finance Director are authorized by the Municipal Council to make budgetary transfers within the departments established through this budget. All transfers between departments or funds or from fund balance may be made only by further action of the Municipal Council.

  
 Department Head 8/10/2021  
 Date

  
 Clerk/Treasurer 8/11/22  
 Date

  
 City Manager 8/11/22  
 Date

City Council Date

# BUDGET AMENDMENT REQUEST

FUND: Water  
 DEPARTMENT: Treatment & Distribution  
 PROJECT: Carryover from FY 21-22 to FY 22-23

Account No.	Account Description	Current Budget	Proposed Increase or (Decrease)	Proposed Budget
591-541-971.000	Capital Outlay	\$297,000	\$330,000	\$627,000
591-542-984.006	Cap - Main Valves	\$30,000	\$90,000	\$120,000
591-542-984.013	Cap - Repl Water Services	\$35,000	\$38,000	\$73,000

## Justification for Budget Amendment


Finish Capital Outlay at the Treatment Plant  
Capital Water mains carryover funding for Oliver Street, continue main valve replacement, continue lead service replacement

### Michigan Uniform Accounting and Budget Act:

\*\* Requires budget amendments before any expenditures exceed the budget.

\*\* The City Manager and City Clerk/Treasurer/Finance Director are authorized by the Municipal Council to make budgetary transfers within the departments established through this budget. All transfers between departments or funds or from fund balance may be made only by further action of the Municipal Council.

  
 Department Head 8/10/2022

  
 Clerk/Treasurer 8/11/22

  
 City Manager 8/11/22

City Council Date

# BUDGET AMENDMENT REQUEST

FUND: \_\_\_\_\_ Major and Local Streets  
 DEPARTMENT: \_\_\_\_\_ Construction  
 PROJECT: \_\_\_\_\_ Carryover from FY 21-22 to FY 22-23

Account No.	Account Description	Current Budget	Proposed Increase or (Decrease)	Proposed Budget
202-451-986.001	Mat/Cont - Streets	\$720,000	\$200,000	\$920,000
203-451-986.001	Mat/Cont - Streets	\$460,000	\$280,000	\$740,000

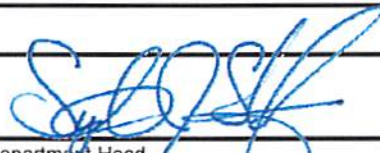
## Justification for Budget Amendment


Carry over funding for Thin Overlay Resurfacing and other Capital Preventative Maintenance Projects

### Michigan Uniform Accounting and Budget Act:

\*\* Requires budget amendments before any expenditures exceed the budget.

\*\* The City Manager and City Clerk/Treasurer/Finance Director are authorized by the Municipal Council to make budgetary transfers within the departments established through this budget. All transfers between departments or funds or from fund balance may be made only by further action of the Municipal Council.

  
 \_\_\_\_\_  
 Department Head      8/10/2022  
 \_\_\_\_\_  
 Date

  
 \_\_\_\_\_  
 Clerk/Treasurer      8/10/22  
 \_\_\_\_\_  
 Date

  
 \_\_\_\_\_  
 City Manager      8/11/22  
 \_\_\_\_\_  
 Date

\_\_\_\_\_  
 City Council      Date

# BUDGET AMENDMENT REQUEST

FUND: General

DEPARTMENT: Public Works

PROJECT: Carryover from FY 21-22 to 22-23

Account No.	Account Description	Current Budget	Proposed Increase or (Decrease)	Proposed Budget
101-444-977.003	Cap - New Sidewalks	\$2,000	\$2,000	\$4,000
101-444-977.004	Cap - Replace Sidewalks	\$36,000	\$13,000	\$49,000
101-441-930.000	Repairs and Maintenance	\$35,000	\$9,000	\$44,000
101-441-977.009	Cap - Recycling		\$23,000	\$23,000
101-441-730.002	Durable Goods - Recycling		\$20,200	\$20,200

## Justification for Budget Amendment


Carryover sidewalks already in progress, Complete Generator Repairs at Public Works, and complete recycling project

## Michigan Uniform Accounting and Budget Act:

\*\* Requires budget amendments before any expenditures exceed the budget.

\*\* The City Manager and City Clerk/Treasurer/Finance Director are authorized by the Municipal Council to make budgetary transfers within the departments established through this budget. All transfers between departments or funds or from fund balance may be made only by further action of the Municipal Council.

  
\_\_\_\_\_  
Department Head                      8/10/2022  
Date

  
\_\_\_\_\_  
Clerk/Treasurer                      8/10/22  
Date

  
\_\_\_\_\_  
City Manager                      8/11/22  
Date

\_\_\_\_\_  
City Council                      Date

# BUDGET AMENDMENT REQUEST

FUND: Sewer  
 DEPARTMENT: Treatment & Collection  
 PROJECT: Carryover from FY 21-22 to FY 22-23

Account No.	Account Description	Current Budget	Proposed Increase or (Decrease)	Proposed Budget
590-538-985.015	Cap - Sewer Mains	\$2,218,250	\$100,000	\$2,318,250
590-537-971.000	Capital Outlay	\$315,000	\$40,000	\$355,000
590-537-974.000	Cap - Vehicles		\$128,373	\$128,373

## Justification for Budget Amendment

Bring Sewer Main money forward to complete projects.


Sewer Treatment - Capital Outlay Funding to continue, Complete Tanker Order,

## Michigan Uniform Accounting and Budget Act:

\*\* Requires budget amendments before any expenditures exceed the budget.

\*\* The City Manager and City Clerk/Treasurer/Finance Director are authorized by the Municipal Council to make budgetary transfers within the departments established through this budget. All transfers between departments or funds or from fund balance may be made only by further action of the Municipal Council.

  
 Department Head 8/10/2022

  
 Clerk/Treasurer 8/10/22

  
 City Manager 8/11/22

\_\_\_\_\_  
 City Council Date

## **AGREEMENT REGARDING SCHOOL LIAISON OFFICER**

This Agreement is entered into effective as of the 1<sup>st</sup> day of July, 2022, by and between the **CITY OF ALPENA**, a Michigan Municipal Corporation of 208 N. First Avenue, Alpena, Michigan, 49707, hereinafter referred to as "City", and the **ALPENA PUBLIC SCHOOLS** of 2373 Gordon Road, Alpena, Michigan, 49707, hereinafter referred to as "School System".

Whereas, the City and the School System recognize the need and benefit of having a school liaison officer assigned to Alpena High School and

Whereas, in recognition of the need and benefit of having a school liaison officer, the City and School System mutually agrees as follows:

1. The City and School System agree to equally share and pay for the actual cost of a High School liaison officer said costs being described in attached Exhibit A.
2. The High School liaison officer shall work a minimum of forty hours per week, when school is in session, during the school year, except in instances of Police Department approved training, vacation or sick leave.
3. In consideration for the City's providing a school liaison officer to the School System, the School System shall pay  $\frac{1}{2}$  of the actual cost of said officer, which  $\frac{1}{2}$  share is estimated to be \$48,572.94 which costs shall be billed by the City on a quarterly basis, as follows:

\$12,143.24 by August 15, 2022 (Jul/Aug/Sept)

\$12,143.24 on October 1, 2022 (Oct/Nov/Dec)

\$12,143.24 on January 1, 2023 (Jan/Feb/Mar)

\$12,143.22 on April 1, 2023 (Apr/May/Jun)

4. Upon receipt of the invoice from the City, the School System shall remit full payment to the City within fifteen days.
5. Within 60 days after the expiration date of this Agreement (or on or before September 1, 2023) the actual costs for the liaison officer shall be determined by the City as of June 30, 2023. This process shall be known as the Annual "True-Up". If the actual costs of the liaison officers exceed or fall below the estimated annual costs, then the adjusted "True-Up" amount shall either be reimbursed by the City to the School System, or paid by the School System to the City, as the case may be, the intent of this agreement and "True-Up" process being that both parties desire to share equally in the actual annual costs of the school liaison officers, whatever those costs ultimately may be determined to be.

6. Either the City or the School System may terminate this agreement at any time with sixty days written notice to the other party.
7. The initial term of this agreement shall be one year from July 1, 2022 to June 30, 2023. This agreement may be renewed on an annual basis upon the mutual consent and agreement of the City and the School System.
8. The City and the School System agree that pursuant to the appropriate statutes regarding the conduct and activities of Police Officers, all the privileges and immunities from liability, exemptions from laws, ordinances and rules and regulations, when performing their respective functions for their respective agencies or employers shall apply to the same degree and extent to the performance of such functions and duties of such Police Officers under the provisions of this agreement.

In witness whereof the parties hereto by their respective representatives have executed this Contract on this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Dated: \_\_\_\_\_

Alpena Public School Systems

\_\_\_\_\_  
By: Ned Heath  
Its: Board of Education President

\_\_\_\_\_  
By: David Rabbideau  
Its: Superintendent

Dated: \_\_\_\_\_

City of Alpena,  
A Michigan Municipal Corporation

\_\_\_\_\_  
By: Matthew J. Waligora  
Its: Mayor

\_\_\_\_\_  
By: Anna Soik  
Its: City Clerk/Treasurer/Finance Dir.

## **EXHIBIT A**

1. Wages – (regular and overtime)
2. Fringe Benefits
  - a. Health Insurance
  - b. Claims Tax on Health
  - c. Dental Insurance
  - d. Life Insurance
  - e. Workers Compensation
  - f. Medicare
  - g. Retirement
  - h. Deferred Compensation
3. Travel
  - a. Local
  - b. Training Seminars
4. Supplies/Material
  - a. General Supplies
  - b. Software License Fee
  - c. Uniforms/Cleaning Allowance
5. Communications
  - a. Cellular Telephone
6. Training
  - a. School Liaison Officer training
  - b. Other related training

**SCHOOL LIAISON PARTNERSHIP/ALPENA HIGH SCHOOL**  
**Detailed Budget**  
**07/01/2022 - 06/30/2023**

<i>Wages</i>	\$ 60,812.10
<i>Benefits</i>	\$ 33,650.79
<i>Travel</i>	\$ 1,571.00
<i>Supplies &amp; Materials</i>	\$ 1,112.00

<b>GRAND TOTAL</b>	<b>\$ 97,145.89</b>
--------------------	---------------------

50% City of Alpena	\$ 48,572.94
50% Alpena Public Schools	\$ 48,572.94

**SLO Program Budget - WAGES**  
**07/01/2022 - 06/30/2023**

<b>Officer</b>	<b>Rate (Reg.)</b>	<b>Hours</b>		<b>Total</b>
Collegnon	\$ 27.27	2,080	(7/1/2022-6/30/2023)	\$ 56,721.60
			<b>Total Reg.</b>	<b>\$ 56,721.60</b>

<b>Officer</b>	<b>Rate (OT)</b>	<b>Hours</b>		<b>Total</b>
Collegnon	\$ 40.91	100	(7/1/2022-6/30/2023)	\$ 4,090.50
			<b>Total OT</b>	<b>\$ 4,090.50</b>
			<b>Total Wages</b>	<b>\$ 60,812.10</b>

**SLO Program Budget - BENEFITS**  
**07/01/2022 - 06/30/2023**

<b>Health*</b>	\$	1,200.00	12	\$ 14,400.00
<b>Dental*</b>	\$	120.00	12	\$ 1,440.00
<b>Life</b>	\$	13.50	12	\$ 162.00
<b>Work Comp</b>	\$	60,812.10	0.0155	\$ 942.59
<b>Medicare</b>	\$	60,812.10	0.0145	\$ 881.78
<b>Retirement*</b>	\$	60,812.10	0.2369	\$ 14,406.39
<b>Deferred Comp</b>	\$	56,721.60	2.50%	\$ 1,418.04
<b>Total Fringe Benefits:</b>				<b>\$ 33,650.79</b>

\* Estimated

**SLO Program Budget -TRAVEL**  
**07/01/2022 - 06/30/2023**

**Local Mileage**

	<i>Days</i>	<i>Miles</i>	
David	260	10	2,600
		<b>Total Miles</b>	2,600
		<b>Total Miles</b>	2,600
		<u>0.585</u>	* p/mile
Total Mileage			\$ 1,521.00

**Training Mileage**

	<i>Miles</i>	<i>Cost Per/Mile*</i>	<i>Total Cost</i>
	0	0.585	\$ -
Total Training Mileage			\$ -

**Lodging and Meals Not Covered In Tuition**

	<i>Meals</i>	<i>Lodging</i>	<i>Total Cost</i>
Meals not covered	\$ 50.00		\$ 50.00
Total Meals			\$ 50.00

**Total Travel Costs**

Local Mileage	\$ 1,521.00
Training Mileage	\$ -
Training Expenses	\$ 50.00
<b>Total</b>	<b>\$ 1,571.00</b>

\* Estimated

**SLO Program Budget - OTHER EXPENSES**  
**07/01/2022 - 06/30/2023**

**Supplies**

General Office (paper, pens, pencils envelopes, etc.)	\$100.00	
Drug Test Kits	\$100.00	
<b>Total Supplies:</b>		<b>\$ 200.00</b>

**Core/TIMS Annual Fee:** **\$ 180.00**

<b>Communications</b>	<b>Unit Price</b>	<b>Months</b>	
Cell Phone	\$ 36.00	12	\$ 432.00
<b>Total Communications:</b>			<b>\$ 432.00</b>

**Training/Tuition**

School Liaison/Related	\$ 100.00	
<b>Total Training:</b>		<b>\$ 100.00</b>

**Uniform Allowance:**

Uniforms (as needed)	\$ 200.00	
<b>Total Uniforms</b>		<b>\$ 200.00</b>

**Total Supplies and Materials Expenses:** **\$ 1,112.00**

8/15/2022

	NAME	BOARD	TERM	New Ex. Date	APPT AUTH
Appoint	Brian Peterson	Harbor Advisory Board	3	8/15/2025	Council
Appoint	Bailey Barr	Recreational Advisory Board	3	8/15/2025	Council

# Memorandum


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Date: August 10, 2022

To: Mayor and City Council Members

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

From: Shannon Smolinski, Harbormaster 

Subject: 2022-23 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. This contract allowed for nine (9) one year contract renewal if both parties could mutually agree on fees and conditions. The City and All Marine have reviewed the existing contract and agree to an extension for the 2022-23 boating season ending on August 31, 2023, with no change in prices for the services provided through the contract. The only adjustment made in the contract was to clarify the trailerable boat lot storage to a flat fee. This fee, and the compensation to All Marine, was already used the previous year.

Based on the exemplary past performance of All Marine, it is my recommendation, as the Harbormaster, to renew the Travel Lift Operator and Winter Storage Services until August 31, 2023, at the previously contracted rates. At no case shall the contract be extended beyond August 31, 2030.

Attachments



## Stone, Cassie

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**From:** All Marine All Marine <allmarineandstorage@gmail.com>  
**Sent:** Tuesday, August 9, 2022 12:26 PM  
**To:** Stone, Cassie  
**Subject:** Re: Contract Extension

We ALL MARINE AND STORAGE ( Arlee and Reid) in agreement and approve signing contact for 2022/23 lift/winter storage

On Tue, Aug 9, 2022 at 9:18 AM Stone, Cassie <[cassies@alpena.mi.us](mailto:cassies@alpena.mi.us)> wrote:

Good morning,

The lift and lower services contract is set to expire on August 31, 2022. It is agreed between the City and contractor that this agreement shall run from September 1, 2022, through August 31, 2023. 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 charges that we are currently using so we can get contracts to council for approval. I've attached the contract for review.

The following paragraph was removed from the contract:

*The City shall, rent-free, allow them to utilize Bay 3 from September 1, 2021, through June 15, 2022, for forklift parking, supply storage, support of hoisting activities, and private work as part of their repair and winterization business. Access to Bay 3 will include the passage door in Bay 1 and 2.*

Additionally this statement was added to the contract:

*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.*

Please let me know if you have any questions.

**CONTRACT DOCUMENTS  
FOR THE  
CITY OF ALPENA**

**Travel Lift Operator and  
Winter Storage Services**

August 2022

Prepared By:

City of Alpena

City of Alpena's Marina

208 N. First Avenue

Alpena, MI 49707

(989) 354-1733



This agreement entered into this 15th day of August, 2022, 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 know as Contractor, for the Travel Lift Operator and Winter Storage Services for the City of Alpena's Marina, shall begin on September 1, 2022, and running through August 31, 2023.

#### 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 15. 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 \$10 per foot. This fee shall be shared between the City of Alpena and Contractor with \$7 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 \$15 per foot paid solely to Contractor shall be established for emergency, after hours operation of the lift. Normal Hours of operation shall be defined as Monday through Friday from 8:00 am to 5:00 pm. The City shall receive notifications and contact the Contractor. Contractor shall make final determine if emergency action is necessity.

Contractor shall receive the full Mast Stepping Fees of \$175 per mast. The City of Alpena shall receive the full winter storage fees ranging from \$150 to \$200 depending upon the boat size for mast storage within the marina grounds/buildings.

A General Labor Fee of \$40 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 \$2.50 x length x beam. The fee for boats utilizing the travel lift services shall be split between both parties with the Contractor receiving \$1.75 per square foot and the City of Alpena receiving \$0.75 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.

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 marina.

## 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 \$40 per person per hour Contractor will change hoist engine oil and fuel filters only. If funding is available, Contractor will paint hoist after spring launches of 2022 at the rate of \$1.75 per square foot.

## 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 September 1, 2022, through August 31, 2023. 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: \_\_\_\_\_  
Matthew J. Waligora, 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)

\_\_\_\_\_  
Date

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.

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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

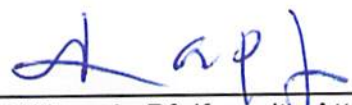
By:   
Arlee Barker

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)

# Memorandum



Date: August 11, 2022

To: Mayor and City Council Members

Copy: Anna Soik, City Clerk/Treasurer/Finance Director

From: Rachel Smolinski, City Manager

Subject: 2022 Canada Goose Management

Throughout the year, it is common to see Canada geese in and around the parks and various other areas of the City. These geese thrive in urban areas in large part because of the landscapes brought about by human development. Their presence in some locations may result in conflicts with some area residents and uses. It is common for City staff to receive complaints about goose droppings in certain areas, especially during the summer months and excessive droppings may lead to health problems for humans and animals.

While it is not our intent to eliminate the Canada goose population, it is important to manage the population to limit issues and conflicts within the City. When determining goose management methods for an area, we must consider several things including size of the area and feasibility of chosen control methods. Although harassment techniques (decoys, cracker shells, dogs, repellents) and exclusion techniques (fences, vegetative barriers) may be used in select areas; these techniques must be implemented consistently to be successful; and are not always feasible given limited resources. According to the Michigan Department of Natural Resources, when attempting to manage a large area; general hunting is one of the recommendations for management.

Over the past five years, a goose hunt has taken place in the City at the Fairgrounds adjacent to the Wildlife Sanctuary, and at Mich-e-ki-wis Beach as part of the effort to control the goose population in and around the City. Last year, the hunt removed a total of 125 geese. As another control measure, the City's Department of Public Works is permitted through the USDA APHIS Wildlife Services program to collect or oil Canada goose eggs within the Wildlife Sanctuary each spring. In May of this year, the DPW oiled 57 eggs from 12 nests, and they observed 15-20 goslings that had already hatched.

In response to citizen concerns surrounding the annual goose hunt, I formed a Goose Management Committee (GMC) consisting of City staff, a representative from the Wildlife Sanctuary Board, two Council members, and a community member to explore the various options for management of the goose population within the City. The GMC evaluated the various control

methods listed above for feasibility of implementation, cost/benefit, and likelihood of success along with identification of problem areas within the City. It was determined that we would need to continue a multifaceted approach to management including egg oiling, harassment techniques, management of vegetation in specific areas, and the annual goose hunt. Specifically, a Bird-X Goose Buster, was deployed in June at the Marina. This system repels geese by utilizing distress calls played at various intervals. The device is effective, but the number of geese at the Marina and the frequency of the distress calls needed to repel the geese is causing conflict with some Marina users.

As fall approaches, the local goose population (estimated at 150-180) will be joined by early migrating geese from the surrounding area and the success in reducing our local goose population lies in the reduction of the local *nesting* goose population. The GMC will continue to evaluate and implement various management strategies; however, it is my opinion that we will need to continue with the annual goose hunt until other strategies have proven successful.

In summary, it is my recommendation as City Manager that the Alpena Municipal Council approve the 2022 Goose Hunt for the dates of September 8, 15, and 22 from dawn to 1pm at Mich-e-kis Beach and Alpena County Fairgrounds.

I've also included a USDA fact sheet on preventing and managing Waterfowl Damage for your reference.





United States Department of Agriculture

## Animal and Plant Health Inspection Service

### Wildlife Services

Wildlife Services, a program within the U.S. Department of Agriculture's (USDA) Animal and Plant Health Inspection Service (APHIS), provides Federal leadership and expertise in managing conflicts between people and wildlife to help protect the Nation's agricultural and natural resources, property and infrastructure, and public health and safety.

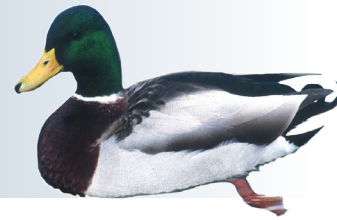
Wildlife Services biologists help individuals, local governments, businesses, and others manage waterfowl to achieve a balance between the positive values and the conflicts the birds may present.



## Factsheet

August 2016

# Preventing and Managing Waterfowl Damage



Birdwatchers and the general public enjoy watching Canada geese, ducks, and other waterfowl. In many areas of the country, however, nonmigrating, or resident, populations of ducks and Canada geese are increasing dramatically, leading to overpopulation of these birds in some cities.

Waterfowl need fresh water for resting and nesting, and tender young grass and other succulent vegetation for food. The plentiful, well-manicured lawns of residential neighborhoods, corporate business areas, parks, airports, and golf courses offer excellent habitat. Geese, especially, can easily become accustomed to people and residential areas.

Although most people find a few birds acceptable, problems quickly develop as bird numbers increase. These problems include overgrazing of grass and ornamental plants; accumulation of droppings and feathers; attacks on people by aggressive birds; and the fouling of reservoirs, swimming areas, docks, lawns, and recreational areas. Because fouling contaminates water used for drinking, bathing, and cleaning, it can pose a disease threat to humans. Flocks of geese and other waterfowl also feed on a variety of crops, including corn, soybeans, rice, lettuce, winter wheat, barley, and rye. Birds can even endanger aircraft on or near airports. In fact, one goose or duck can seriously damage an aircraft.

## Know Before You Act

You can undertake some techniques on your own to manage waterfowl populations, but in most cases, wildlife management professionals should carry out this work.

The Migratory Bird Treaty Act of 1918 and State laws protect all native waterfowl in the United States, including migratory and resident Canada geese. Under these laws, it is illegal to hunt, kill, sell, purchase, or possess migratory birds except in certain cases. For example, you can obtain a permit from the U.S. Department of the Interior's Fish and Wildlife Service (FWS) to remove otherwise protected birds if they are damaging agriculture, property, or natural resources or threatening human health and safety. These "depredation" permits allow the permit holder to remove a limited number of birds from a specific area. However, FWS tightly controls how many permits it issues and in what situations they're used.

Before taking any action to manage waterfowl populations, consult with Wildlife Services or a State wildlife agency. You can reach your State's Wildlife Services office by calling 1-866-4USDA-WS (1-866-487-3297).

## Managing Waterfowl: An Integrated Approach

In general, Wildlife Services professionals recommend an integrated approach to discourage waterfowl from residing in areas where overabundant flocks cause problems. Using a combination of techniques is the most effective way to prevent and manage waterfowl damage. These birds quickly become accustomed to any single approach, so using only one tool will not have a long-term impact.

Below are some of the management techniques we may use or recommend:

- **Discontinue feeding.** Wild birds can find their own food and will survive without handouts. Once people stop feeding them, waterfowl will revert to better-quality natural foods. In many cases, the birds will leave.
- **Modify landscaping.** Geese and ducks, in particular, are grazers and need short, green grass for food. Allow grass to grow longer so it is unattractive to the birds. Along water edges, plant less-attractive vegetation, such as pachysandra, periwinkle, and euonymus. Waterfowl prefer nesting on islands, peninsulas, and undisturbed grounds. When landscaping, do not create small islands or peninsulas; where these features already exist, consider changes to make them unavailable to waterfowl.
- **Install barriers.** Waterfowl prefer to land on water and walk onto adjacent grassy areas to feed and rest. The most effective tools for controlling waterfowl movement are fences, hedgerows, and other physical barriers.
- **Use scaring devices.** Large helium-filled balloons, strobe lights, scarecrows with movable parts, bird-scaring reflecting tape, Mylar flags, screamer sirens, whistle bombs, shell crackers, and automatic



*A Wildlife Services biologist applies corn oil to a goose egg. This treatment prevents eggs from developing and reduces the potential for re-nesting.*

exploders will help keep geese and other waterfowl from feeding and resting on property. Move these items periodically. Before using noisemakers or pyrotechnics, check local and State regulations for permit requirements and any other limits on using firearms and pyrotechnics.

- **Use dogs to keep geese out of hay, grain crops, and parks.** Most effective are free-ranging dogs trained to chase birds as soon as they land. However, be aware of local leash laws, which may prevent such use of dogs. Some communities have enlisted volunteer human/canine teams of trained and reliable pets for harassing waterfowl in parks.
- **Remove domestic ducks and geese.** Domestic ducks and geese serve as decoys to wild waterfowl, since birds may learn to locate food sources by watching other birds. Removing domestic waterfowl may make the area less attractive. While you don't need a Federal permit, you do need to check with local law enforcement about State, county, and municipal laws and regulations before removing domestic waterfowl. Removal techniques must comply with all applicable laws, regulations, and policies.

- **Prevent nesting.** It can help control local populations of waterfowl if property owners keep them from nesting. Nest treatment usually involves manipulating eggs so they do not develop. Methods include addling (shaking), oiling with corn oil, puncturing, chilling, or replacing eggs. Returning treated eggs to the nest encourages adult birds to remain on the nest beyond the expected hatching date, which reduces or prevents the potential for re-nesting. Waterfowl are protected by State and Federal laws, so property owners must register with FWS before carrying out nest treatment work. To register, go to <https://epermits.fws.gov/eRCGR/geSI.aspx>.
- **Hunting.** Where it is safe and legal, hunting can help control some species of residential waterfowl. Your State wildlife management agency can advise you on local laws and regulations.

## Other Options

### Depredation Permits

After using some of these management techniques over an extended period with little to no success, a depredation permit can be requested. Shooting a few birds each day may improve the effectiveness of harassment. However, shooting may be impractical and/or prohibited in urban damage situations, due to safety concerns, local noise and discharge ordinances, and adjacent land uses. Federal and/or State permits are always required.

### Capture and Relocation or Removal

Under certain circumstances, Wildlife Services may capture urban waterfowl using live traps or tranquilizers and relocate them. Many State wildlife agencies

discourage the relocation of waterfowl within their borders because of the potential to create problems elsewhere in the State. Since Canada geese instinctively try returning to areas where they were born and raised, they should be moved at least 200 miles away from their nesting site.

Capturing and removing birds by humane euthanasia can enhance the effectiveness of other management methods. It can successfully reduce the local waterfowl population, particularly resident Canada geese. Federal and some State regulations may allow the capture and removal of resident Canada geese between April 1 and August 31. Geese are most easily corralled during the molting period when they lose their primary flight feathers, leaving them flightless. From mid-June through early July, the waterfowl can be captured with netted panel traps. Where allowed, euthanized geese may be donated as a food source to charitable organizations.

Only trained professionals, including Wildlife Services biologists, with the required permits should carry out capture and removal work. Community input is also important in any decision to use this approach, as it can be a sensitive issue.

## Learn More

For more information about managing waterfowl damage, obtaining a depredation permit, or Wildlife Services' work, call us at 1-866-4USDA-WS (1-866-487-3297) or go to [www.aphis.usda.gov/wildlife-damage](http://www.aphis.usda.gov/wildlife-damage).



Protecting People | Protecting Agriculture | Protecting Wildlife

Wildlife Services is not the only source of wildlife damage management services available to the public. Private-sector wildlife damage management providers may also be available. Wildlife Services does not endorse or recommend any specific private-sector provider or the use of any specific product over another.

Mention of companies or commercial products does not imply recommendation or endorsement by USDA over others not mentioned. USDA neither guarantees nor warrants the standard of any product mentioned. Product names are mentioned solely to report factually on available data and to provide specific information.

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APHIS 11-15-005

# Memorandum



Date: August 11, 2022

To: Mayor and City Council Members

Copy: Anna Soik, City Clerk/Treasurer/Finance Director

From: Rachel Smolinski, City Manager

Subject: Mute Swan Management in Alpena Wildlife Sanctuary

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The trumpeter swan (*Cygnus buccinator*) is native to Michigan and is on our state's threatened species list. It has been on the road to recovery; however, the increasing presence of the invasive mute swan is threatening the breeding success of this native bird. Mute swans are one of the world's most aggressive waterfowl species, especially while nesting and raising their young; mute swans drive out native waterfowl and other wetland wildlife with their hostile behavior. Mute swans will chase native breeding birds from their nests. A single mute swan can consume four to eight pounds of plants a day. They uproot and destroy these wetland plants that are a main food source for native birds and cover for native fish and invertebrates. Continuous feeding by a flock of mute swans can destroy an entire wetland ecosystem. These large birds also show little fear of people. Each year the DNR receives reports of mute swan attacks on people in boats and on shore. You may also visit the Michigan DNR website at: [www.michigan.gov/muteswans](http://www.michigan.gov/muteswans) for more information. I have also provided the attached document entitled, *From Beauty to Beast: Managing Mute Swans in Michigan to Protect Native Resources*.

On May 3, 2021; the Alpena Municipal Council approved a resolution that formally requested the assistance of the Michigan DNR in implementation of the DNR Wildlife Division Mute Swan Management and Control Program for mute swan nest and egg destruction, for a 5-year period from 2021 through 2026. This program is administered by the USDA Wildlife Services program in Michigan. I am coordinating with wildlife biologist, Dustin Arsnoe, who is responsible for the program in Alpena.

In May 2021, the USDA located a total of 13 mute swan nests containing a total of 77 eggs. All nests were treated with corn oil to prevent the eggs from hatching. They observed a total of 30 mute swans and two trumpeter swans. The trumpeter swans appeared to be a breeding pair, but they did not have a nest due to the high population of mute swan outcompeting with them for high quality nesting areas. In May 2022, another collection occurred, and they observed 22 mute swans (11 breeding pairs) and treated 11 nests containing 64 eggs. In addition, they observed one breeding pair of trumpeter swans. It was later confirmed by the Alpena Wildlife

Sanctuary Board that the breeding pair of trumpeter swans nested within the Wildlife Sanctuary and produced six cygnets. In addition to the trumpeter swans, the Sanctuary Board has noted an increase in biodiversity including sightings of egrets, sandhill cranes, and various other waterfowl species.

Although the egg and nest destruction program is showing progress, we have a lot of work to do to reestablish a thriving population of the trumpeter swan within the Wildlife Sanctuary. The USDA has recommended that we supplement the egg and nest destruction program with removal of adult mute swans within the Wildlife Sanctuary when appropriate. Removal operations would be conducted by USDA Wildlife Services in coordination with me. These permits remain valid for five years. USDA will not conduct any operations without my consent, so there will be no unplanned activities. In addition, the City can terminate the permit/participation in the program at any time. The program is at no cost to the City and work is performed by USDA personnel only on behalf of the Michigan Department of Natural Resources. In addition, the Alpena Wildlife Sanctuary Board is in support of this management method.

It is my recommendation as City Manager that the Alpena Municipal Council approve Resolution No. 2022-14 approving an application to allow adult mute swan removal on Lake Besser (Alpena Wildlife Sanctuary) for a 5-year time period, Y22-27, and authorizing me to sign all necessary documents.



**RESOLUTION NO. 2022-14**

**A Resolution Authorizing the United States Department of Agriculture to implement the Michigan Department of Natural Resources, Mute Swan Management and Control Program Policy and Procedures for mute swan adult removal at the Alpena Wildlife Sanctuary**

**WHEREAS**, the Alpena City Council and Alpena Wildlife Sanctuary Board are concerned regarding the overabundant mute swans inhabiting the grounds of the Alpena Wildlife Sanctuary within the limits of the City of Alpena; and

**WHEREAS**, the Alpena City Council has determined that the DNR Wildlife Division Mute Swan Management and Control Program Policy and Procedures for mute swan adult removal is an effective activity for the control of site-specific problems for our residents; and

**WHEREAS**, the United States Department of Agriculture is performing work on behalf of Michigan Department of Natural Resources; and

**NOW THEREFORE, BE IT RESOLVED**, that the Alpena City Council hereby formally requests the assistance of the Michigan DNR in implementation of the DNR Wildlife Division Mute Swan Management and Control Program Policy and Procedures for mute swan adult removal, for a 5-year period from 2022 through 2027 and additionally, to advise the Department that there shall be no cost to the Alpena City Council for these programs.

**BE IT FURTHER RESOLVED**, that the application be authorized for submission to the MDNR and the City Manager be directed to sign all necessary documents on behalf of the City Council.

\_\_\_\_\_ moved to adopt the above resolution, seconded by \_\_\_\_\_.

Ayes:

Nays:

Absent:

Resolution declared adopted.

I, Anna Soik City Clerk/Treasurer/Finance Director of the City of Alpena, **DO HEREBY CERTIFY** that the above is a true copy of a resolution adopted by the Municipal Council at a regular meeting held August 15, 2022.

Leilan Bruning  
Deputy City Clerk/Treasurer/Finance Director



# From Beauty to Beast

## MANAGING MUTE SWANS IN MICHIGAN TO PROTECT NATIVE RESOURCES

By Dustin Arsnoe and Anthony Duffiney

▲ A male mute swan aggressively defends its Antrim County, Mich., breeding territory by attacking a native trumpeter swan in flight. The invasive swans negatively impact habitats for the state-listed trumpeters.

**T**hey were introduced in the United States to grace ponds on private estates and municipal parks. But since their arrival in Michigan in the early 1900s, elegant Eurasian mute swans (*Cygnus olor*) have spread to the wild, becoming a rapidly reproducing menace in the Great Lakes ecosystem.

By 1990, escaped birds produced a feral population of over 2,000. And over the following decades, the population continued to grow exponentially, reaching an estimated 17,520 birds in 2013. That number was unacceptable, regional wildlife managers agreed.

Michigan Department of Natural Resources biologists knew they had to do something about the invasive species. The large birds were harming habitats and native waterfowl. Given its central lo-

cation in the Great Lakes ecosystem, the state serves as a source population for Illinois, Indiana, Ohio, Wisconsin and Ontario. For a region-wide control program to work, they knew it would take an aggressive plan to mitigate the damage.

In 2006, the MDNR requested assistance from United States Department of Agriculture's Wildlife Services. During the development of an integrated mute swan damage management program, our team evaluated a variety of management alternatives intended to control the population.

### Impacting habitat and wildlife

Overabundant mute swan populations negatively impact habitats maintained as food and cover for migrant waterfowl and other wildlife. Each 25-pound swan, with a seven-foot wingspan, can

Credit: Jenilee Whistler



uproot 20 pounds and consume up to 8 pounds of submerged aquatic vegetation daily.

In the Great Lakes region, their diet overlaps with many native waterfowl species. The cumulative impact of hundreds or thousands of mute swans can devastate submerged vegetation beds, particularly during ice-over conditions when grazing pressure is concentrated.

In Michigan, a primary concern is their impact on state-listed threatened and endangered species, including trumpeter swans (*Cygnus buccinator*) and common loons (*Gavia immer*). Mute swans, known for highly territorial behavior during the breeding season, can cause conflict with humans and displace native waterfowl from preferred nesting locations.

Because mute swans establish territories and begin nesting about three weeks earlier than the native

swans, their presence also may negatively impact the trumpeter swan recovery program. Mute swans also can kill adult and juvenile ducks and geese while defending their territories, and they have destroyed the nests of other bird species of special concern, including the black tern (*Chlidonias niger*), the common tern (*Sterna hirundo*), and the sandhill crane (*Grus canadensis*).

### Getting to work

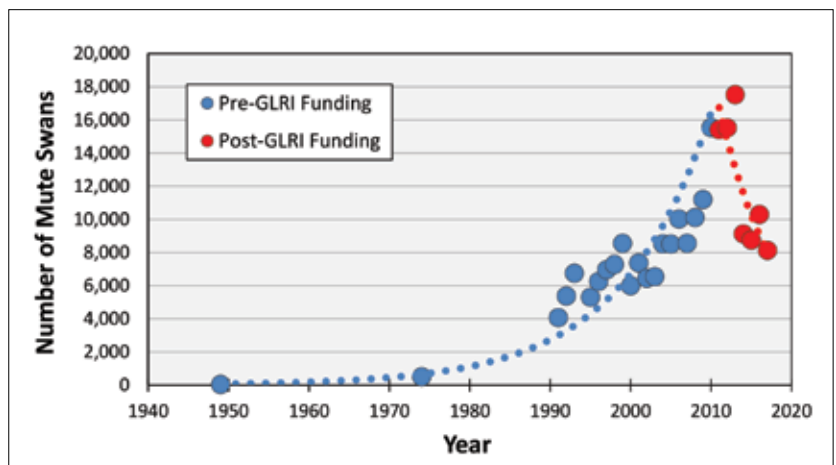
Wildlife Services' control activities prioritized lethal removal (shooting) of adult birds, combined with nest destruction to prevent eggs from hatching. We began initial management efforts in 2006, but the small number of birds removed annually allowed for continued mute swan population growth in subsequent years.

In 2010, the MDNR incorporated population modeling to help inform management efforts and

### Protecting a 'Natural Treasure' — The Great Lakes Restoration Initiative

The Great Lakes comprise the largest system of fresh surface water in the world. They contain 21 percent of the global surface freshwater and provide valuable habitat for fish and wildlife from New York to Minnesota. In a 2004 executive order calling the Great Lakes a "national treasure," President George W. Bush tasked the Environmental Protection Agency with developing a regional collaborative approach to protect and restore the Great Lakes in accordance with a 1972 pact between Canada and the United States to improve Great Lakes water quality.

EPA made restoration of the Great Lakes ecosystem a national priority. By 2010, the agency launched the Great Lakes Restoration Initiative (GLRI) to strategically target the most significant ecosystem problems. A task force of 16 federal agencies and many state governors identified critical focus areas, one of which was preventing the introduction and establishment of invasive species. Since then, more than \$1.7 billion has been spent on efforts to protect and revitalize the treasured national ecosystem.



Source: MDNR

Beginning in 2011, the Great Lakes Restoration Initiative provided additional funding to prevent further expansion of mute swans in the Great Lakes region. The funds have supported Wildlife Services' integrated mute swan damage management plan in cooperation with the Michigan Audubon Society, the U.S. Fish and Wildlife Service, the U.S. Forest Service, the Little Traverse Bay Bands of Odawa Indians, MDNR's wildlife and parks and recreation divisions, several county and local governments and private lake associations.

▲ Michigan mute swan population estimates before and after GLRI funding support. Recent surveys from 2014 to 2017 demonstrate a sustained reduction in the mute swan population size post GLRI funding.



drafted policy and management goals to guide the reduction of mute swan numbers throughout Michigan. The department's model indicated that reproductive rates would need to be reduced by 55 percent to stabilize the mute swan population.



Credit: Randy Knapik/Michigan State University/MDNR

▲ A native trumpeter swan flies above a large group of mute swans wintering in the Detroit River during January 2017. During ice-over conditions, flocks of more than 1,000 mute swans congregate in areas of open water where they directly compete with native waterfowl for limited food resources.



Credit: Dusty Arsnoe/USDA Wildlife Services

▲ This winter aerial survey over Lake St. Clair during February 2013 showed a 50:50 mix of migrating tundra swans and resident mute swans.

Adult survival would have to be reduced by 11 percent to achieve the same result.

These estimates suggested that, in this long-lived species, removal of adult birds is the most effective method of population reduction. The MDNR estimated that 1,500 adult birds would need to be removed annually to stabilize population growth by the short-term 2016 goal, and 2,800 would need removed each year to reach the state's long-term goal of less than 2,000 mute swans by 2030.

Since 2011, teams have removed 9,728 mute swans from Michigan, and the population has declined in recent years to an estimated 8,133 birds. Continued management efforts have helped keep the population lower today.

### Expanding efforts on other waterways

Mute swan nest destruction has expanded each year as more private inland lakes and municipal waterways have enrolled in Michigan's voluntary program. When lethal control is impractical due to safety concerns, or is not desired by the landowner, nest destruction is recommended as a form of localized population control.

During the 2017 breeding season, our teams destroyed a total of 44 nests containing 284 eggs. Sites enrolled in the nest destruction program have reported a reduction in their local mute swan population and less aggressive behavior of breeding birds with no young to defend.

Even more importantly, observations of state-threatened trumpeter swans have also increased throughout Michigan, particularly at sites where mute-swan control has been conducted. In 2017 Wildlife Services removed 1,314 mute swans including 849 from 17 locations where trumpeter swans were also present. Some sites previously dominated by mute swans are now occupied by breeding pairs of trumpeter swans — a noteworthy success story in the native swans' recovery program.

MDNR and Wildlife Services biologists continue to work together to educate the public about the problems caused by mute swans. Educational programs and future control activities prioritize sites based on the number of swans present, the presence of threatened and endangered species, such as trumpeter swans and wild rice (*Zizania aquatic*),



and conflicts with humans. Special emphasis is placed on sites that have a conflict with threatened, endangered or native wildlife or vegetation.

Each year our teams continually monitor more than 150 mute swan control sites throughout the state. Fewer mute swans have been observed at sites where management efforts have been taken. The 2017 MDNR population estimate of 8,133 mute swans represents a 54 percent reduction from the peak observed in 2013. These trends

demonstrate that integrated mute swan management has been effective and progress is being made toward Michigan's long-term goal of less than 2,000 mute swans by the year 2030.

### **Management still needed**

But it's not time to declare victory. Continued mute swan management in the Great Lakes region is needed to ensure success of the native trumpeter swan recovery, decrease competition with other native waterfowl, reduce wetland habitat

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## **Collaborative Mute Swan Projects**

Illinois, Indiana, Michigan, New York, Ohio and Wisconsin have taken steps to limit mute swan populations on all five Great Lakes in state-identified priority areas, including state-managed natural areas and public and private waters.

### **Indiana**

In 2012, Wildlife Services-Indiana began coordinated work with the Indiana Department of Fish and Wildlife in a GLRI project aimed at controlling the spread of mute swans there. The work concentrates on northern Indiana lakes, with a focus on removing adult pairs to prevent recruitment. The IDFW permits take on state and federal wildlife lands, due to the properties' importance to native wildlife. The majority of removals are conducted during the nesting period when birds are territorial and during the molt when birds are less likely to abandon a site. Nighttime removal, especially on high-activity waters, may be incorporated to ensure safer operations for agency personnel and the public. Wildlife Services also developed protocols, distributed by IDFW with permits, for lake associations to follow for nonlethal management, nest destruction and lethal removal.

### **Wisconsin**

In Wisconsin, GLRI funds from 2011-2016 enabled Wildlife Services-Wisconsin to manage mute swans utilizing lethal removal of adult birds and nest destruction. In 2011, Wildlife Services began management efforts in Door County in 2011 where a group of 97 mute swans was located. By 2016, surveys showed no mute swans in Door County, and state-endangered trumpeter swans were sighted in areas where they were not previously observed. In more than a dozen operations, a total of 28 mute swans were removed. In lakes where management is not possible, agency biologists observed three breeding pairs nesting successfully.

### **New York**

New York mute swan populations peaked at 2,800 in 2002. Well-established populations remain in Long Island and the lower Hudson Valley, with a smaller rapidly increasing group in the Lake Ontario area. Managed under New York State

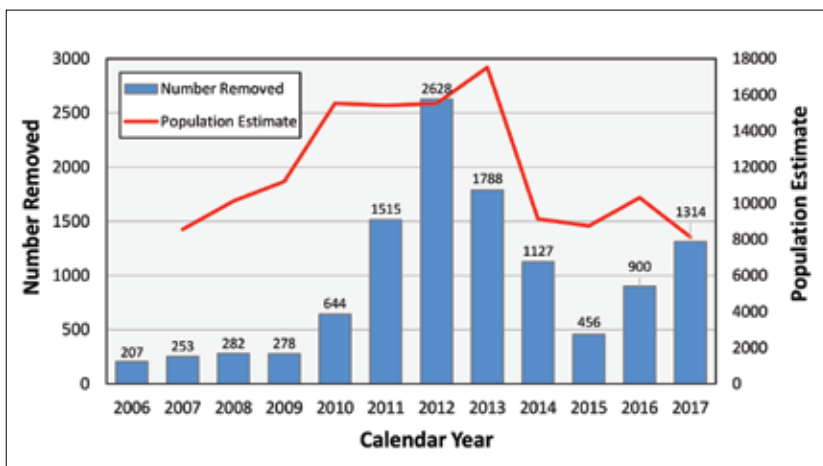
Environmental Conservation Law, mute swans may not be handled or harmed without authorization, and release of captive mute swans into the wild has been prohibited since 1993. The state agency, joined by Wildlife Services with GLRI funding, has removed adult birds and addled eggs in the Great Lakes area. A statewide plan for mute swan management, released in January 2014, received extensive and divergent comments leading to additional research and planning. Subsequently, Wildlife Services limited work with mute swans to nest destruction. Mute swan populations have recovered in the Great Lakes upstate area. A third draft of the New York plan, which adopts a regional approach to downstate and upstate populations, was released for comment in September 2017.

### **Ohio**

In Ohio, mute swan management is integral to the threatened trumpeter swan recovery plan, under a strategy endorsed by a public-private coalition of conservation agencies and organizations. The state developed the plan after a regional mute swan summit in an effort to curb damage associated with mute swan populations. GLRI funding allowed for more concentrated operations. From 2013 to 2017, Wildlife Services-Ohio was able to augment state management actions by conducting lethal take of adult swans on public and private properties. Trumpeter swans have been observed in previous mute swan territories, and a 2016 survey showed a 20.4 percent increase in pairs and a 30 percent increase in cygnets over the last five years.

### **Illinois**

Wildlife Services-Illinois conducted an aerial survey in cooperation with the Illinois Department of Natural Resources to document the presence and overall abundance of mute swans throughout the state. This new survey of distribution and population will be used by the state to revise its management plan.



Source: MDNR

▲ The graph shows the number of mute swans removed by Michigan Wildlife Services from 2006 to 2017 and MDNR state population estimates. Additional funding provided by the GLRI since 2011 has helped the state make progress toward its established goal of less than 2,000 mute swans by 2030.

degradation and reduce the number of conflicts with humans. Every year since 2012 the number of mute swans removed has decreased, a trend that was anticipated in response to the overall population decline across Michigan. Clearly, the management program must continue to monitor and prevent reestablishment of the bird within high-priority sites — including state-managed natural areas and Great Lakes waters — while also continuing to reduce the statewide population towards the long-term goal.

As fewer mute swans are found within managed sites — mainly state-owned waters — private inland lakes will continue to harbor populations that provide a constant annual population source. In Michigan, mute swan management at privately owned sites requires landowner permission. In order to increase these management opportunities, Wildlife Services biologists will continue to explore outreach opportunities to educate the public about the problems the birds cause. Encouraging inland sites to enroll in the nest destruction program offers a reasonable and safe solution.

To help inform future management decisions, Michigan State University, MDNR and Wildlife Services are collaborating on a five-year mute swan research project. The project is aimed at improved tracking of seasonal mute swan movements, better estimations of birth and death rates, and an enhanced understanding of the swans' population growth potential in the Great Lakes region. This movement data and population information will be used to better inform management strategies, including the identification of new locations with large concentrations of the birds, particularly during winter ice-over conditions.

Reaching a point where these beautiful swans are no longer beasts is no doubt a worthy management goal for the ecological health of the Great Lakes region. ■



Credit: Randy Knapik, Michigan State University/MDNR

▲ This photo taken through a scope shows an adult female mute swan wearing a GPS collar used to assist in estimating survival rates and tracking movements. The data collected will better inform future management decisions.

**WS Wildlife Services**

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