

**There will be a Brief Meeting of the Election Commission at 5:45 p.m. in the Committee Room.**

**ALPENA CITY COUNCIL MEETING**

**September 05, 2023 – 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 of and Proposed Modifications to the Agenda.
4. Approval of the Minutes – Regular and Closed Sessions of August 21, 2023.
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 \$501,699.47, and Authorize Mayor Waligora and Clerk Soik to Sign.
  - B. Mayoral Appointment of Logan Kemp to the Planning Commission for a Three-Year Term Expiring on September 01, 2026.
  - C. Council Reappointment of Boris Gerber to the Wildlife Sanctuary Board for a Three-Year Term Expiring on September 01, 2026.
  - D. Budget Amendment Request to Carry Over \$19,077 From FY23 to FY24 in the General Fund for the Police Department.
  - E. Budget Amendment Request to Carry Over \$5,500 From FY23 to FY24 in the General Fund for the Building and Grounds Department.
  - F. Budget Amendment Request to Carry Over \$527,000 From FY23 to FY24 in the Marina Fund.
  - G. Budget Amendment Request to Carry Over \$17,900 From FY23 to FY24 in the General Fund for the Fire Department.
8. Presentations.

City of Alpena Strategic Plan – Montiel Birmingham, Planning, Development & Zoning Director.
9. Announcements.
10. Mayoral Proclamation.

Stephen Siller Tunnel to Towers Recognition Day.

11. Report of Officers.  
Presque Isle Township Advanced Life Support Ambulance Transport Services Intergovernmental Agreement – Rachel Smolinski, City Manager.
12. Communications and Petitions.
13. Unfinished Business.
14. New Business.
  - A. Bingham Apartments PILOT – Montiel Birmingham, Planning, Development & Zoning Director.
  - B. 2023/24 Travel Lift Operator and Winter Storage Services – Shannon Smolinski, Harbormaster.
  - C. All Marine and Storage Marina Shop Lease Renewal – Shannon Smolinski, Harbormaster.
  - D. Request for Purchasing Policy Variance – Shannon Smolinski, Harbormaster.
15. Adjourn to Closed Session to Discuss: (1) an Update on the Water and Sewer Litigation; and (2) Collective Bargaining Agreement for Police Supervisory Unit.
16. Return to Open Session.  
Potential Action on Collective Bargaining Agreement for the Alpena Police Supervisory Division Affiliated with the Michigan Fraternal Order of Police Labor Council.
17. Adjournment.



Rachel Smolinski  
City Manager

## **COUNCIL PROCEEDINGS**

**August 21, 2023**

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

Present: Mayor 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 session of August 07, 2023, and closed session of July 17, 2023, were approved as printed.

### **CONSENT AGENDA**

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

- A. Bills to be allowed, in the amount of \$507,058.33, and authorize Mayor Waligora and Clerk Soik to sign.
- B. Recognize Alpena Youth Center, Inc., dba Alpena Childcare & Development, as a non-profit organization operating in the community for the purpose of obtaining a charitable gaming license.
- C. Mayoral appointment of Corey Canute to the Downtown Development Authority for a 4-year term expiring on August 21, 2027.
- D. Mayoral reappointment of Jerry Tracy to the Authority for Brownfield Redevelopment for a 3-year term expiring on September 01, 2026.

- E. Budget amendment request to carry over \$6,607 from FY23 to FY24 in the General Fund.
- F. Budget amendment request to carry over \$1,210,000 from FY23 to FY24 in the Sewer Fund.
- G. Budget amendment request to carry over \$123,000 from FY23 to FY24 in the General Fund.
- H. Budget amendment request to carry over \$55,000 from FY23 to FY24 in the Local Streets Fund.
- I. Budget amendment request to carry over \$41,100 from FY23 to FY24 in the General Fund.
- J. Budget amendment request to carry over \$1,054,000 from FY23 to FY24 in the Water Fund.
- K. Approval of the FY24 school liaison agreement with Alpena Public Schools.

Motion carried 5-0.

#### **ALPENA AREA LAKE HURON FOREVER PLEDGE**

Moved by Councilmember Nowak, seconded by Mayor Pro Tem Johnson, to approve Resolution No. 2023-13 [to adopt the Alpena Area Lake Huron Forever Pledge] and authorize the City Manager to sign.

Motion carried 5-0.

#### **2023 CANADA GOOSE MANAGEMENT**

Moved by Councilmember Nowak, seconded by Mayor Waligora, to approve the 2023 Goose Hunt for the dates of September 7<sup>th</sup>, 14<sup>th</sup>, and 21<sup>st</sup>, 2023.

Motion carried 3-2 by votes as follows:

Ayes: Waligora, Mitchell, and Nowak.

Nays: Walchak and Johnson.

#### **ORDINANCE NO. 23-494**

Moved by Councilmember Nowak, seconded by Councilmember Mitchell, to approve Ordinance No. 23-494 [which amends the Code of Ordinances of the City by rescinding Chapter 34, Article III, Soil Erosion and Sedimentation Control, sections 34-71 through 34-89 inclusive.

Motion carried 5-0.

**RECESS**

The Municipal Council recessed from 6:26 p.m. to 6:34 p.m.

**RECONVENE IN CLOSED SESSION**

Moved by Councilmember Nowak, seconded by Mayor Pro Tem Johnson, to adjourn to closed session to discuss an update on the water and sewer litigation.

Motion carried 5-0.

**RECONVENE IN OPEN SESSION**

The Municipal Council reconvened in open session at 7:19 p.m.

**ADJOURNMENT**

On motion of Councilmember Nowak, seconded by Mayor Pro Tem Johnson, the Municipal Council adjourned at 7:19 p.m.

Matthew Waligora  
Mayor

ATTEST:

Anna Soik  
City Clerk

## INVOICE REGISTER

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EXP CHECK RUN DATES 09/06/2023 - 09/06/2023

BOTH JOURNALIZED AND UNJOURNALIZED

OPEN - CHECK TYPE: PAPER CHECK

VENDOR	INVOICE #	DESCRIPTION	AMOUNT
A-1 TREE SERVICE	23-252	BAGGED LAWN & LEAF PICKUP 08/23	10,100.00
AIRGAS USA LLC	5500935375	CYLINDER RENTAL - FIRE/EMS	20.61
AIRGAS USA LLC	9140879268	SUPPLIES - EMS DISP	33.82
AIRGAS USA LLC	9139286768	SUPPLIES - EMS DISP	39.60
AIRGAS USA LLC	9140650534	SUPPLIES - EMS DISP	28.04
ALLEGRA ALPENA	159345	SUPPLIES - CODE ENF	153.52
ALPENA AGENCY INC	42370	INSURANCE - MECH BREAKDOWN	3,262.00
ALPENA AREA CHAMBER OF COMMERCE	1142	GMA TICKETS - PLAN/ZON/INSP	10.00
ALPENA SUPPLY CO	S100539630.001	SODIUM BISULFITE - SEWER	1,108.80
ALPENA SUPPLY CO	S100541072.001	MAINT - MARINA	32.35
ALPENA SUPPLY CO	S100537561.001	MAINT - MARINA	12.34
ALPENA SUPPLY CO	S100537420.001	MAINT - MARINA	4.95
ALPENA SUPPLY CO	S100537252.001	MAINT - MARINA	9.90
ALPENA SUPPLY CO	S100536880.001	MAINT - MARINA	11.42
ALPENA SUPPLY CO	S100534937.001	MAINT - MARINA	4.42
ALPENA SUPPLY CO	S100536129.001	MAINT - PARKS	23.32
ALPENA SUPPLY CO	S100536829.001	MAINT - MARINA	13.75
ALPENA SUPPLY CO	S100536848.001	MAINT - MARINA	30.61
ALPENA SUPPLY CO	S100537113.001	MAINT - MARINA	5.57
ALPENA TRIM LLC	082123	MAINT - FIRE/EMS	158.00
AMAZON CAPITAL SERVICES INC	1J71-RJG3-JG6W	SUPPLIES - IT	1,170.17
AMAZON CAPITAL SERVICES INC	1NRP-3LXN-1VGJ	SUPPLIES - IT	449.00
AMAZON CAPITAL SERVICES INC	1R3X-9FWQ-MWV9	SUPPLIES - DPW	230.25
AMAZON CAPITAL SERVICES INC	1JMW-43XJ-DDY4	SUPPLIES - DPW	136.89
AMAZON CAPITAL SERVICES INC	19NT-PLPH-PXGY	SUPPLIES - DPW	95.89
AMAZON CAPITAL SERVICES INC	1LQ7-1HFN-6LHK	SUPPLIES - DPW	80.25
AMAZON CAPITAL SERVICES INC	1CKX-WQKV-3MWY	SUPPLIES - POL/FIRE/EMS	45.51
AMAZON CAPITAL SERVICES INC	1XTQ-CDHD-DVFR	UNIFORMS - FIRE/EMS	162.82
AMAZON CAPITAL SERVICES INC	1CTQ-XMVY-F1NF	SUPPLIES - POL	90.87
AMAZON CAPITAL SERVICES INC	1GPR-4WM6-3X6W	UNIFORMS - FIRE/EMS	221.74
AMAZON CAPITAL SERVICES INC	1N4P-P3JL-QLWW	SUPPLIES - FIRE/EMS	182.75
AMAZON CAPITAL SERVICES INC	1JWJ-17TT-7G6R	MAINT - FIRE/EMS	198.07
AMAZON CAPITAL SERVICES INC	1763-VTP4-PYM3	UNIFORMS - FIRE/EMS	274.94
AMAZON CAPITAL SERVICES INC	1LKQ-K4M6-CXCF	UNIFORMS - FIRE/EMS	110.59
AMAZON CAPITAL SERVICES INC	19LJ-VT36-9MFV	SUPPLIES - POL	91.77
AMAZON CAPITAL SERVICES INC	193D-FRFF-3NRR	UNIFORMS - FIRE/EMS	(9.30)
AXON ENTERPRISE INC	INUS181382	DURABLE GOODS - POL	3,197.70
BALL TIRE & GAS INC	221565	VEH MAINT #11	20.00
BLARNEY CASTLE OIL COMPANY	1588219	DIESEL FUEL PURCHASE - MARINA	3,195.33
BLARNEY CASTLE OIL COMPANY	1586034-IN	DIESEL FUEL PURCHASE - MARINA	6,582.52
BOUND TREE MEDICAL LLC	85046609	SUPPLIES - EMS DISP	646.74
BOUND TREE MEDICAL LLC	85056958	SUPPLIES - EMS DISP	1,495.02
CHARTER COMMUNICATIONS	005376201082223	FAX LINE - DPW	89.98
CHARTER COMMUNICATIONS	005372701082223	FAX LINE - CITY HALL	79.98
CHARTER COMMUNICATIONS	005372201082223	FAX LINE - PUBLIC SAFETY	39.99
CHARTER TOWNSHIP OF ALPENA	081723	REIMB GARAGE NATURAL GAS - FIRE/EMS	25.03
CHILD AND FAMILY SERVICES	082523	MICH-E-KE-WIS RENTAL DEPOSIT REFUND	100.00
CLARION EVENTS INC	CIV00183529	PARAMEDIC EDUCATION	454.15
CLARION EVENTS INC	CIV00183521	PARAMEDIC EDUCATION	416.99
CLEAR WATER LAKE MANAGEMENT INC	3180	ALGAE/WEED TREATMENT - MARINA	1,135.00
COLUMN SOFTWARE PBC	35725COA-0102	PUBLISHING/ADVERTISING - PDZ	89.43
COLUMN SOFTWARE PBC	35725COA-0095	PUBLISHING/ADVERTISING	89.43
COLUMN SOFTWARE PBC	35725COA-0092	PUBLISHING/ADVERTISING	89.43
COLUMN SOFTWARE PBC	35725COA-0094	PUBLISHING/ADVERTISING - PDZ	57.92
COLUMN SOFTWARE PBC	35725COA-0100	PUBLISHING/ADVERTISING - C/T	157.58
CRAIG MACDONALD	082923	STARLITE DEPOSIT REFUND	100.00
DON GLENNIE	082923	STARLITE DEPOSIT REFUND	100.00
DORNBOS SIGN & SAFETY INC	INV71414	SUPPLIES - MARINA	338.76
EAGLE SUPPLY CO	126545	SUPPLIES - CH	1,176.74
EAGLE SUPPLY CO	126587	SUPPLIES - FIRE/EMS	251.78
EAGLE SUPPLY CO	126617	SUPPLIES - DPW	302.00
EAGLE SUPPLY CO	126672	SUPPLIES - FIRE/EMS	88.40
GEORGIES TOWING & WRECKER SVC	23-11101	VEH MAINT - EQ	65.00
GILMET CONSTRUCTION SERVICES	090623	BUILDING/ZONING/CODE SVCS 08/23	2,500.00
GLITZ & GLAMOUR BRIDAL & GIFTS	082423	UNIFORMS - FIRE/EMS	23.00
HANOVER LANTERN	20466	SUPPLIES - LIGHTS	348.15
HOME DEPOT CREDIT SERVICES	70799	SUPPLIES - FIRE/EMS	132.60
HOME DEPOT CREDIT SERVICES	4523239	SUPPLIES - FIRE/EMS	60.66
HOME DEPOT CREDIT SERVICES	6018122	SUPPLIES - CEM	36.94
HOME DEPOT CREDIT SERVICES	6025173	SUPPLIES - CEM	9.36
HOME DEPOT CREDIT SERVICES	3018363	SUPPLIES - CEM	51.12
HOME DEPOT CREDIT SERVICES	3061153	SUPPLIES - TECH RESCUE	437.00

# INVOICE REGISTER

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EXP CHECK RUN DATES 09/06/2023 - 09/06/2023

BOTH JOURNALIZED AND UNJOURNALIZED

OPEN - CHECK TYPE: PAPER CHECK

VENDOR	INVOICE #	DESCRIPTION	AMOUNT
HOME DEPOT CREDIT SERVICES	2061221	SUPPLIES - PARKS	116.16
HOME DEPOT CREDIT SERVICES	2061290	SUPPLIES - FIRE/EMS	96.79
HUBBELL ROTH & CLARK	0209374	CLEAR WELL PROJECT	55,238.56
HURON ENGINEERING AND SURVEYING INC	5808	SURVEY/DESIGN - FAIR ST FROM WASHINGT	2,470.00
INK AND TONER ALTERNATIVE	23-2527	SUPPLIES - IT	1,352.93
JANE WOOD	082523	MICH-E-KE-WIS RENTAL DEPOSIT REFUND	100.00
KAROL WALCHAK	082923	STARLITE DEPOSIT REFUND	100.00
KRISTEN WISNIEWSKI	082923	STARLITE DEPOSIT REFUND	100.00
MERIDIAN CONTRACTING SERVICES LLC	2512	WWTP DETROITER REPLACEMENT	37,971.00
MICHIGAN CAT	PD15148578	VEH MAINT #57	879.29
MILLER OFFICE MACHINES	AR25151	COPIER MAINT - PSF	136.82
MILLER OFFICE MACHINES	AR25152	COPIER MAINT - CH	45.81
MML WORKERS COMP FUND	9889206	WORKERS COMP - QTR PAYMENT	31,239.00
MUNICIPAL EMERGENCY SERVICES	IN1919153	WATER RESCUE INITIATIVE	3,703.00
MY GLASS WINGS	083123	MATCH ON MAIN GRANT	25,000.00
MY MICHIGAN HEALTH	080923	HEARTSAVER CARDS - FIRE/EMS	106.00
MY MICHIGAN MEDICAL CENTER ALPENA	707	SUPPLIES - EMS DISP	1,005.00
OMEGA ELECTRIC & SIGN CO INC	28191	UNIFORMS - FIRE/EMS	42.00
OMEGA ELECTRIC & SIGN CO INC	28129	UNIFORMS - FIRE/EMS	1,968.00
OVERHEAD DOOR CO OF ALPENA INC	63003	BLDG MAINT - POL	549.96
SAW SUPPLY	501388	MAINT - FIRE/EMS	118.50
SINCLAIR RECREATION	MG23450	MICH-E-KE-WIS PLAYGROUND EQ - PARKS	20,558.04
STANDARD ELECTRIC CO	4081610-00	BLDG MAINT - FIRE/EMS	20.62
STANDARD ELECTRIC CO	4081861-00	MAINT - LIGHTS	102.81
STANDARD ELECTRIC CO	4081885-00	MAINT - LIGHTS	59.20
STANDARD ELECTRIC CO	4081902-00	MAINT - LIGHTS	317.22
STERICYCLE INC	8004517730	SHRED CONTAINER RENT/SVS 07-08/23	192.91
STRALEY LAMP & KRAENZLEIN PC	38514	MONTHLY FEE 07/23	3,440.00
SUPERIOR IMAGE CLEANING	12480	CUSTODIAL SERVICES - STARLITE	1,951.08
SUPERIOR IMAGE CLEANING	12495	CUSTODIAL SERVICE - MARINA	1,333.00
SUPERIOR IMAGE CLEANING	12477	CUSTODIAL SERVICES - WOODWARD	1,113.44
TERMINAL SUPPLY CO	64250-00	SUPPLIES - EQ	119.94
THE SHERWIN WILLIAMS CO	6758-5	MAINT - WATER	131.82
THE SHERWIN WILLIAMS CO	7562-0	MAINT - WATER	150.42
THE SHERWIN WILLIAMS CO	7837-6	MAINT - WATER	150.42
THE SHERWIN WILLIAMS CO	9830-4	BLDG MAINT - PSF	21.22
THE SHERWIN WILLIAMS CO	8326-9	MAINT - WATER	150.42
THE SHERWIN WILLIAMS CO	8454-9	MAINT - PARKS	79.98
THE SHERWIN WILLIAMS CO	8055-4A	MAINT - LOC ST	150.42
TIM NIJENHUIS	083023	MURAL PROJECT 2023 - DDA	3,750.00
TRACY MARQUARDT	073123	TRAVEL ADVANCE - POL	70.00
TRUGREEN PROCESSING CENTER	181384762	MAINT - CEMETERY	44.67
UTILITY SERVICE CO INC	587274	MAINT - WATER TANKS	17,119.00
VEOLIA WATER CONTRACT OPERATIONS	9000110705	CONTRACT OPERATIONS 08/23	139,680.17
WEINKAUF PLUMBING & HEATING INC	24826	BLDG MAINT - POL	439.24

**Total: 396,063.82**

PRE REFUNDS RAN ON 08/21/23 (BREAKDOWN ATTACHED)	1,591.03
DENTAL PAID ON 08/24/23	5,753.10
CHECK RAN ON 08/31/23 (BREAKDOWN ATTACHED)	19,629.38
HEALTH INSURANCE PAID ON 09/01/23	78,662.14

**TOTAL FOR 09/05/23 COUNCIL MEETING**

**501,699.47**

**INVOICE REGISTER**

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EXP CHECK RUN DATES 08/21/2023 - 08/21/2023

BOTH JOURNALIZED AND UNJOURNALIZED

OPEN - CHECK TYPE: PAPER CHECK

<b>VENDOR</b>	<b>INVOICE #</b>	<b>DESCRIPTION</b>	<b>AMOUNT</b>
MCEWEN KEVIN	08/21/2023	2023 Sum Tax Refund 092-157-000-046-00	379.09
SKIBA MITCHELL	08/21/2023	2023 Sum Tax Refund 093-637-000-814-00	1,211.94
<b>Total:</b>			<b>1,591.03</b>

**INVOICE REGISTER**

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EXP CHECK RUN DATES 08/31/2023 - 08/31/2023  
BOTH JOURNALIZED AND UNJOURNALIZED  
OPEN - CHECK TYPE: PAPER CHECK

<b>VENDOR</b>	<b>INVOICE #</b>	<b>DESCRIPTION</b>	<b>AMOUNT</b>
ALPENA POWER COMPANY	083123	ELECTRIC	19,629.38
<b>Total:</b>			<b>19,629.38</b>

9/5/2023

	NAME	BOARD	TERM	New Ex. Date	APPT AUTH
Appoint	Logan Kemp	Planning Commission	3	9/1/2026	Mayor
Reappointment	Boris Gerber	Wildlife Sanctuary Board	3	9/1/2026	Council

# BUDGET AMENDMENT REQUEST

FUND: General Fund

DEPARTMENT: Police

PROJECT: Carryover from FY 23 to FY 24

Account No.	Account Description	Current Budget	Proposed Increase or (Decrease)	Proposed Budget
101-301-972.000	Cap- Building Maintenace	\$13,000	\$19,077	\$32,077
101-301-972.000	Cap- Building Maintenace	\$37,000	(\$19,077)	\$17,923

FY24

FY23


## Justification for Budget Amendment

Finish Capital Outlay 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

8/31/2023

  
\_\_\_\_\_  
Clerk/Treasurer

8/31/23

Date

  
\_\_\_\_\_  
City Manager

8/21/23

Date

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

Date

# BUDGET AMENDMENT REQUEST

FUND: General Fund

DEPARTMENT: General Government - Building and Grounds

PROJECT: Carryover from FY 23 to FY 24

Account No.	Account Description	Current Budget	Proposed Increase or (Decrease)	Proposed Budget
101-265-972.000	Cap- Building Maintenance	\$265,000	\$5,500	\$270,500
<u>101-265-972.000</u>	<u>11</u>	<u>17,000</u>	<u>(5,500)</u>	<u>11,500</u>

*FY24*  
*FY23*

## Justification for Budget Amendment

Finish Capital Outlay 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.

*Shon Farrell*

8/31/2023

Department Head

*Anna Soik*

*8/31/23*

Clerk/Treasurer

Date

*Rachal Sulinski*

*8/31/23*

City Manager

Date

City Council

Date

# BUDGET AMENDMENT REQUEST

FUND: Marina

DEPARTMENT: Marina

PROJECT: Carryover from FY 23 to FY 24

Account No.	Account Description	Current Budget	Proposed Increase or (Decrease)	Proposed Budget	
211-597-971-000	Capital Outlay	\$174,000	\$377,000	\$551,000	FY24
211-597-971.000	"	400,000	(377,000)	23,000	FY23
211-000-567.400	State Grants - Seasonal Dock	\$150,000	\$150,000	\$300,000	FY24
211-000-567.400	"	150,000	(150,000)	0	FY23


### Justification for Budget Amendment

### Finish Capital Outlay Projects

### Michigan Uniform Accounting and Budget Act:

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 8/31/2023  
Department Head

Anna Soik 8/31/23  
Clerk/Treasurer Date

Rachel Swinder 8/31/23  
City Manager Date

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

# BUDGET AMENDMENT REQUEST

FUND: General Fund

DEPARTMENT: Fire

PROJECT: Carryover from FY 23 to FY 24

Account No.	Account Description	Current Budget	Proposed Increase or (Decrease)	Proposed Budget	
101-301-972.000	Cap- Building Maintenance	\$56,000	\$17,900	\$73,900	FY24
336					
101-336-972.000	"	58,000	(17,900)	40,100	FY23

## Justification for Budget Amendment

Finish Capital Outlay Projects

### Michigan Uniform Accounting and Budget Act:

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

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\_\_\_\_\_  
Department Head

8/31/2023

  
\_\_\_\_\_  
Clerk/Treasurer

8/31/23

Date

  
\_\_\_\_\_  
City Manager

8/31/23

Date

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

\_\_\_\_\_  
Date



City Hall  
208 North First Avenue  
Alpena, Michigan 49707  
[www.alpena.mi.us](http://www.alpena.mi.us)

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## ***Planning, Development, & Zoning***

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**To:** Mayor and City Council Members  
**From:** Montiel Birmingham, Director  
**cc:** Rachel Smolinski, City Manager  
**Date:** August 21, 2023  
**RE:** City of Alpena Strategic Plan

City of Alpena staff have been actively working on refreshing the City's Strategic Plan; strategic planning documents are internal planning documents that help staff implement the City's Comprehensive Plan. Development of the plan was in coordination with Michigan State University. The plan included a community and staff survey which asked for feedback, as well as rankings, on City services, weaknesses, strengths, opportunities, threats, and knowledge on key planning documents. Survey results were then followed by in-depth discussions on identifying City assets, needs, quick wins, and project volunteers.

As a result of these sessions, the City of Alpena has chosen 5 priorities that address feedback from these surveys. These strategies were also reviewed against the City's Master Plan goals to ensure alignment.

### **Identified Priorities:**

- Revitalize the marina by enhancing the downtown and bandshell area.
- Provide housing for all.
- Beautify the City.
- Revitalize and expand Downtown.
- Revitalize City parks and provide more opportunities for recreation.

Additionally, the City partnered with all City staff to understand their perspective of the mission of local city government and identify the top five essential values that City employees should exemplify to support the mission. A mission statement was formed, and values were identified which demonstrate daily expectations.

### **Mission Statement:**

The City of Alpena provides services that promote a safe, clean, vibrant community that enhances the public's quality of life in a proactive and fiscally responsible manner.

### **Values:**

**Integrity:** We have strong moral principles based on honesty and always strive to do the right thing.

**Accountability:** We take responsibility for our actions, hold ourselves to a standard of excellence and use our resources wisely.

**Transparency:** We proactively and consistently share information with citizens to make informed decisions that are in the best interest of the City of Alpena.

**Dignity & Respect:** We value our fellow team members, business partners, and community through professional, fair, courteous interactions and treat others how we would like to be treated.

**Culture of Service:** We understand that we exist for the common good of the public; we strive to have positive interactions, be helpful, and listen to each other and the community. We understand that we embody the mission and values of the City of Alpena in our daily activities and interactions.



City Hall  
208 North First Avenue  
Alpena, Michigan 49707  
[www.alpena.mi.us](http://www.alpena.mi.us)

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## ***Planning, Development, & Zoning***

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Identifying the priorities, mission, and values are only the beginning. Staff is working on action items within each strategy, identifying quick wins and long terms goals. The mission and values will be incorporated into City documents, employee onboarding, retention processes, recognition programs, leadership practices, employee work areas, City Boards, etc. Individual departments are also working with their teams to create department level missions statements that build from the City-wide mission.

We welcome your feedback as we continue down the path toward driving positive change within our community and team. We ask that you hold us accountable and work along side us in partnership as we engage in our mission.

Accountability Tool

Communication Tool

Prioritization Tool



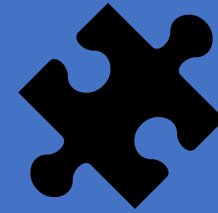
## Mission

The City of Alpena provides services that promote a safe, clean, vibrant community that enhances the public's quality of life in a proactive and fiscally responsible manner.



## Values

Integrity  
Accountability  
Transparency  
Dignity & Respect  
Culture of Service



## Strategies

Revitalize the marina by enhancing the downtown and bandshell area.

Provide housing for all.

Beautify the City.

Revitalize and expand Downtown.

Revitalize City parks and provide more opportunities for recreation.

# Values



**Integrity** - We have strong moral principles based on honesty and always strive to do the right thing.

**Accountability** - We take responsibility for our actions, hold ourselves to a standard of excellence and use our resources wisely.

**Transparency** - We proactively and consistently share information with citizens to make informed decisions that are in the best interest of the City of Alpena.

**Dignity & Respect** - We value our fellow team members, business partners, and community through professional, fair, courteous interactions and treat others how we would like to be treated.

**Culture of Service** - We understand that we exist for the common good of the public; we strive to have positive interactions, be helpful, and listen to each other and the community. We understand that we embody the mission and values of the City of Alpena in our daily activities and interactions.

# Memorandum



Date: August 31, 2023

To: Mayor and City Council Members

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

From: Rachel Smolinski, City Manager

Subject: Presque Isle Township (PIT) Advanced Life Support (ALS) Ambulance  
Transport Services Intergovernmental Agreement

The City of Alpena has historically provided ALS services to Presque Isle Township Fire District #2. It recently came to my attention that there was no agreement in place for these services. I have been in communication with PIT to develop a temporary agreement for your consideration. If PIT wishes to continue services beyond the 90-day period, I will work with them to develop another agreement for your consideration in November.

Recommended motion: Approve the Intergovernmental Agreement for ALS Ambulance Transport Services with Presque Isle Township for Fire District #2 for the period of September 1, 2023, through November 30<sup>th</sup>, 2023, and authorize Mayor Waligora to sign the agreement.



## **INTERGOVERNMENTAL AGREEMENT FOR ALS AMBULANCE TRANSPORT SERVICES**

**THE CITY OF ALPENA**, a Michigan Municipal Corporation located at 208 N. First Avenue, Alpena, Michigan 49707, “the City”, and **PRESQUE ISLE TOWNSHIP**, a Michigan Municipal Corporation, located at 12653 East Grand Lake Road, Presque Isle, Michigan 49777. Presque Isle County, Michigan, “the Township”, enter into this agreement subject to the following conditions:

The City will provide, and Township will receive ALS ambulance transport services in the area known as Presque Isle Township Fire District #2 (PITFD). See the attached map of Presque Isle Township Fire Districts.

In mutual consideration of the promises made herein the parties agree as follows:

General Terms:

***For the operational period of September 1, 2023, through November 30, 2023,***

The City will:

- a. Provide Advanced Life Support (ALS) response by the Alpena City Fire Department (ACFD) for treatment and transport of EMS requests within the defined Presque Isle Fire District #2 (PITFD) response area (attached) as the primary transporting agency.
- b. Bill the patients for ambulance transport based on the current ambulance fee schedule as approved by the Alpena City Council. This bill for patient transport is based on the treatment criteria as established through Medicare, Medicaid, Blue Care Network, or third-party private payer reimbursement programs. This transport bill is in addition to the “ready for service fee” and the “response fee” outlined in section 2b and 2c below.

Presque Isle Township will:

- a. Pay the City \$1,000 per month commencing upon September 1, 2023, as a “ready for service fee”. The fee shall be paid by the 15<sup>th</sup> day of the month.
- b. Pay the City \$250.00 per EMS request for service to the PITFD#2 District regardless of the patient being transported to the emergency department for further evaluation. This includes all requests for patient assists, refusal of service, and cancellations. This will be referred to as a “response fee”. The City will submit a bill to Presque Isle Township at the conclusion of each month for each response to this service area.
- c. Provide a written progress update to the Alpena City Fire Chief and City Manager by the 30th of the month in September and October 2023. This report should include any status as to the direction the Presque Isle Township Board intends to pursue after the November 30, 2023, expiration of the first operational period of this contract.

d. Provide updates (written or digital) to the Alpena City Fire Chief and City Manager, as to the intents of -continuing this contract into the next operational period as outlined in section d1 below. This shall be submitted not later than November 15, 2023. If Presque Isle Township gives notice at this time that they wish to terminate this Agreement, then this Agreement will be terminated effective November 30<sup>th</sup>, 2023.

1. Next operational period will be December 1, 2023, through November 30, 2024.
2. Should Presque Isle Township fail to provide timely notice pursuant to paragraph d. above, then this agreement shall terminate on November 30, 2023, and the City of Alpena will have no further responsibility regarding ALS Ambulance Transport Services in the area known as Presque Isle Township Fire District #2.
3. Nothing in this agreement prevents the parties from entering into an alternative agreement prior to the November 30, 2023, termination date.

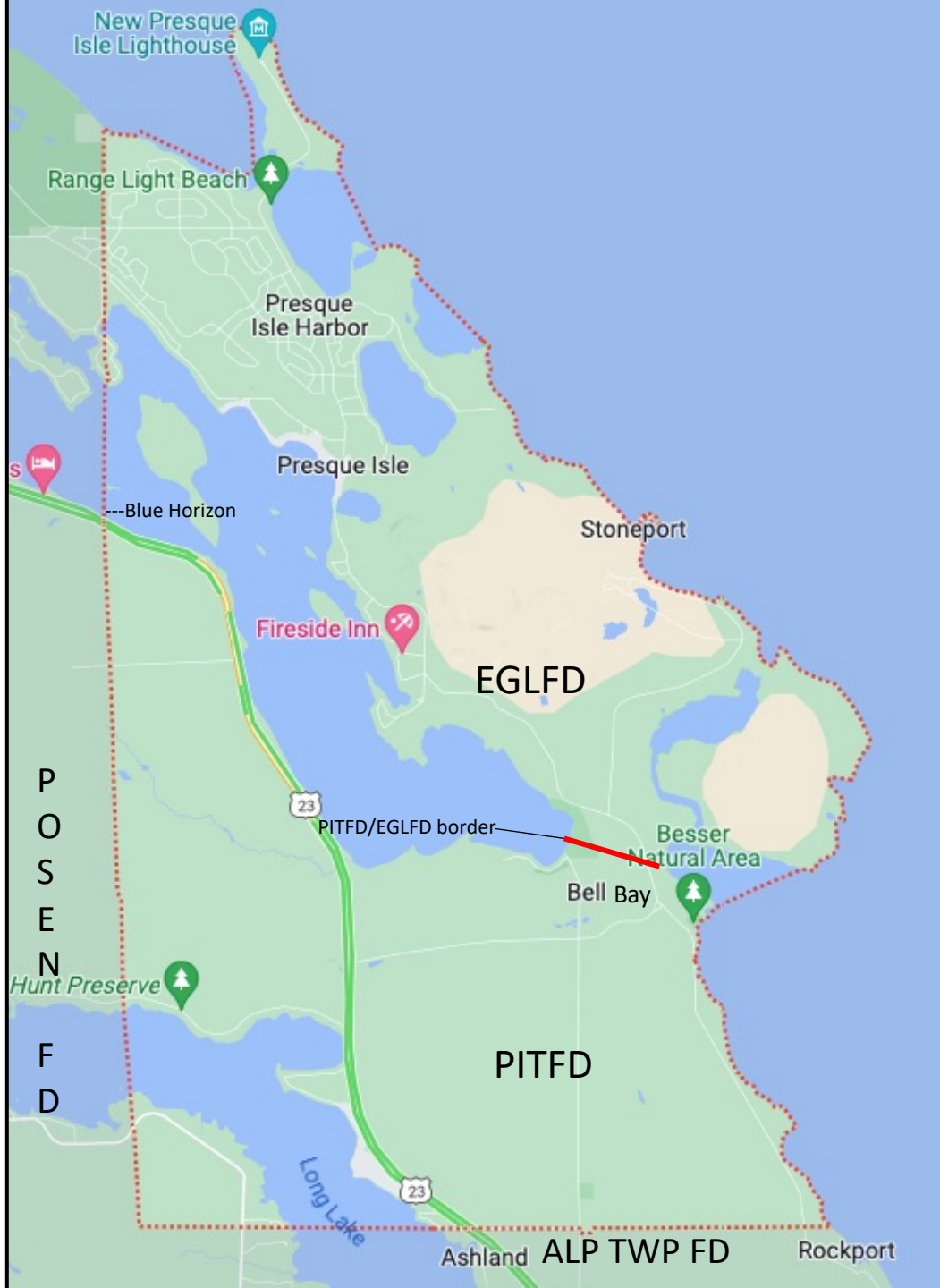
<p>CITY OF ALPENA, a Michigan Municipal Corporation</p> <p>By:</p> <p>_____</p> <p>Matthew J. Waligora, Mayor</p> <p>_____</p> <p>Anna Soik City Clerk/Treasurer/Finance Director</p> <p>PRESQUE ISLE TOWNSHIP, a Michigan Municipal Corporation</p> <p>By:</p> <p>_____</p> <p>Steve Lang Township Supervisor</p> <p>_____</p> <p>Cynthia Pavola Township Clerk</p>	<p>Date: _____</p> <p>Date: _____</p>
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# PRESQUE ISLE TOWNSHIP



## Notes:

- East Grand Lake Rd. and Grand Lake Rd. are the same road
- AFD responds in PITFD area up to Krakow Twp line on Long Lake Road
- Fire Districts:
  - EGLFD – Fire and Ambulance
    - In the north, McCurry Road (Krakow Twp line)
    - In the south – Bell Bay Road
  - PITFD – Fire/Rescue Only
    - Along US23 from Alpena County line to (and including) Blue Horizon
    - North most point also referred to as “3 Bears” or “The Bluffs” (17959 US23)
    - (west to East border) US23 to Lake Huron





City Hall  
208 North First Avenue  
Alpena, Michigan 49707  
[www.alpena.mi.us](http://www.alpena.mi.us)

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## *Planning, Development, & Zoning*

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**To:** Alpena Municipal Council  
**From:** Montiel Birmingham, Director  
**cc:** Rachel Smolinski, City Manager  
**Date:** August 30, 2023  
**RE:** Bingham Apartments PILOT - 555 South 5th Ave.

In the fall of 2019 Hope Network submitted a request to utilize the property located at 555 South 5th Ave. for senior independent living apartments. The property was rezoned at that time from R-2 to PUD and site plans were approved.

The project was also granted a PILOT at a rate of 4% via Ordinance 21-463; the ordinance specifies that construction of the housing development must commence no later than January 31, 2023. Due to the complexity of lining up all levels of financing for the project, Hope Network was given an extension in February 2023 to start construction by June 30th, 2023. Lining up documentation of funding to close on the project has taken longer than expected and construction has not commenced.

Hope Network has advised that they are intending to close on the property in the next 6-8 weeks and requests an extension for construction. In addition, during MSHDA's review of the project, it was recommended to update the verbiage on the PILOT related to the 25 year term; staff discussed this with MSHDA and is comfortable with the updated language.

It is my recommendation that City Council approve Hope Network's request to extend the construction timeline from June 30, 2023 to no later than December 31, 2024 and to also update the 25-year term language.

**Recommended Motion:** Move to amend Section 86-99 of Chapter 86 Taxation, Article V Bingham School Tax Exemption, to extend the date the development to December 31, 2024 and update the term language.



**ORDINANCE NO. 23-495**

AN ORDINANCE OF THE CITY OF ALPENA, MICHIGAN, AMENDING CHAPTER 86 – TAXATION; ARTICLE V – BINGHAM SCHOOL TAX EXEMPTION, BY AMENDING SEC. 86-99 DURATION

**BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE CITY OF ALPENA, STATE OF MICHIGAN, AS FOLLOWS:**

Chapter 86 – TAXATION, Article V. Bingham School Tax Exemption

Section 86-99. Duration shall be amended as follows:

This article shall remain in effect and shall not terminate for so long as the project remains subject to LIHTC restrictions, but not to exceed 25 years; provided that construction of the housing development commences no later than December 31, 2024.

**EFFECTIVE DATE**

THE PROVISIONS OF THIS ORDINANCE SHALL TAKE EFFECT TEN (10) DAYS AFTER PUBLICATION.

I HEREBY CERTIFY THAT THE ABOVE ORDINANCE WAS ADOPTED BY THE MUNICIPAL COUNCIL OF THE CITY OF ALPENA, MICHIGAN, AT A REGULAR MEETING HELD ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 2023.

\_\_\_\_\_  
Matthew J. Waligora  
Mayor

\_\_\_\_\_  
Anna Soik  
City Clerk/Treasurer/Finance Director

First Presented: September 5, 2023  
Adopted: \_\_\_\_\_  
Published: \_\_\_\_\_  
William A. Pfeifer, City Attorney



August 29, 2023

Good morning Montiel,

I am requesting that the Bingham Apartments (Senior Housing Project) be placed on the Alpena City Council's September 5, 2023 agenda to amend PILOT ordinance number 23-486 which granted an extension for the Alpena Bingham Apartments (Senior Housing Project) at the Alpena City Council meeting on February 20, 2023.

Section 86-99, refers to the date that the construction must commence. We were not able to meet the June 30, 2023 date to start construction on the project, however, we are now in the process of beginning our financial closing with our investment partners and construction team. I am requesting that we amend section 86-99 with a new construction commencement date of no later than December 31, 2024 and reword the termination language to be in alignment with MSHDA requirements.

We hope that you and the City Council see the value of this project and continue to support it by granting our request. Should you have any questions regarding this project, please don't hesitate to contact me.

Sincerely,

Anthony J. Barker

*Anthony J. Barker, CPM, M.Ed.  
Executive Director, Housing and Community Development  
Hope Network  
[abarker@hopenetwork.org](mailto:abarker@hopenetwork.org)  
Direct: 248.318.8403  
Mobile: 313.720.8524*



*"In Christian service, Hope Network empowers people to overcome challenges to achieve their highest level of independence"*

## CONSTRUCTION COST TRADE PAYMENT BREAKDOWN

Date:	04/06/23
Development No:	
Project Name:	Bingham Apartments
City / County:	Alpena, MI
Mortgagor:	
Contractor:	First Contracting, Inc.



Structures			
Line	AIA/CSI #	Trade Item	Cost
1	020000	Architectural Environmental Mitigation	\$ 13,786
2	030000	Building Concrete	\$ 256,603
3	040000	Masonry	\$ 944,180
4	050000	Metals	\$ 68,434
5	061000	Rough Carpentry	\$ 787,497
6	062000	Finish Carpentry	\$ 69,614
7	072000	Insulation	\$ 45,202
8	073000	Roofing	\$ 388,800
9	074000	Siding	\$ 77,815
10	079000	Caulking and Exterior Sealants	\$ 10,300
11	081000	Doors / Hardware	\$ 396,372
12	085000	Windows	\$ 570,525
13	088000	Glazing	\$ 1,545
14	092000	Gypsum Board	\$ 553,735
15	093000	Tiling	
16	095000	Acoustical Ceilings	\$ 52,046
17	096500	Resilient Flooring	\$ 97,283
18	096800	Carpeting	
19	099000	Painting	\$ 216,300
20	100000	Specialties	\$ 92,971
21	110000	Special Equipment	\$ 20,000
22	113000	Appliances	\$ 96,521
23	122000	Window Treatments	\$ 40,459
24	123000	Cabinets and Casework	\$ 153,960
25	130000	Special Construction	\$ 29,882
26	142000	Elevators	\$ 45,000
27	210000	Fire Protection	\$ 152,150
28	220000	Plumbing / Domestic Hot Water	\$ 1,378,040
29	230000	HVAC	\$ 1,629,947
30	260000	Electrical	\$ 905,787
31	262000	Low Voltage Electrical	
32	280000	Electronic Safety and Security	
<b>Total Structures</b>			<b>\$ 9,094,754</b>

Site Work			
Line	AIA/CSI #	Trade Item	Cost
33	020000	Site Environmental Mitigation	
34	310000	Earth Work	\$ 195,598
35	321000	Roads / Walks	\$ 93,247
36	323000	Site Improvements	\$ 14,498
37	328000	Site Irrigation	\$ 600
38	329000	Landscaping	\$ 52,500
39	330000	Site Utilities	\$ 40,000
<b>Total Site Work</b>			<b>\$ 396,443</b>

Misc. Structures and Sitework			
40		Community Building	
41		Accessory Buildings	
42		Off-Site Improvements	
43		Temporary Site Security	
<b>Total Misc. Structures and Sitework</b>			<b>\$ -</b>

<b>Total Structures, Sitework and Misc. Structures and Sitework</b>			<b>\$ 9,491,197</b>
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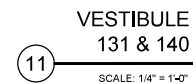
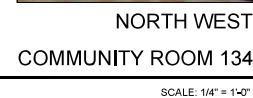
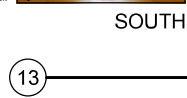
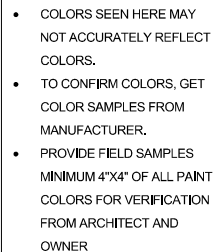
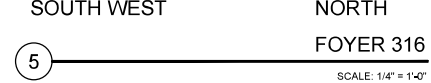
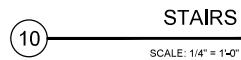
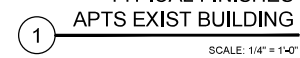
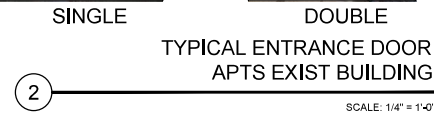
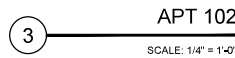
44		General Requirements @ 6%	\$ 569,472
45		Builder's Overhead @ 2%	\$ 201,213
46		Builder's Profit @ 6%	\$ 615,713
47		Building Permits	
48		Bond Premium	\$ 76,000
49		Tap Fees	
50		Cost Certification Expense	\$ 15,000
<b>Total Construction</b>			<b>\$ 10,968,595</b>

**Comments:**

Total construction costs shown have been approved by MSHDA. The line item breakdown of costs is subject to revision, prior to disbursement of construction draws, after review of subcontractor and supplier contracts and approval by MSHDA. The total construction contract may not be increased or decreased.

First Contracting, Inc.

Contractor (please print) Signature	Sponsor / Mortgagor (please print)  Signature	MSHDA Representative (please print)  Signature
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[illegible]

# NOTES:

DO NOT STAKE UNLESS PLANTED ON SLOPE. IN HEAVY CLAY SOIL OR WINDY CONDITIONS, IF STAKING IS NEEDED, USE 2" X 2" HARDWOOD STAKES 6' OUTSIDE ROOTBALL. STAKE LOOSELY TO ALLOW FOR TRUNK GROWTH. STAKE 1/2" BELOW GROUND, GREEN (OR AT 1/2" BELOW GROUND) BETWEEN PLASTIC STRIPS AT EQUAL SPACING. REMOVE ALL STAKING MATERIALS AFTER 1 YEAR.

TREE SHALL BEAR SAME RELATION TO TRUNK AS IN NURSERY UNLESS OTHERWISE NOTED. CHECK FOR ROOT BALLS, ROOTS, OR OTHER OBSTRUCTIONS. REMOVE EXISTING SOIL EXCAVATED FROM PLANT. SET GRADE TO RISE GRADUALLY TO TOP OF ROOTBALL AND SOIL PER SPECIFICATIONS. THOROUGHLY WATER IN.

PLACE ROOT BALL ON UNDISTURBED SOIL. SET ROOTBALL LEVEL TO GRADE OR 1/2" ABOVE GRADE IN CLAY SOIL. 4" ROUNDED SOIL BERM AT PERIMETER OF ROOT BALL. 3" DEEP MULCH HOLD 3" AWAY FROM TRUNK. REMOVE AND DISCARD ALL NON-Biodegradable MATERIALS. FOLD DOWN ALL REMAINING MATERIALS OUT OF SIGHT.

## TREE PLANTING DETAIL

NOTES: SHRUB SHALL BEAR SAME RELATION TO FINISH GRADE AS IN NURSERY.

3" MULCH HOLD AWAY FROM TRUNK. PLANTING MIXTURE. EARTH SAUCER. REMOVE BURLAP FROM TOP 1/3 OF BALL, OR REMOVE COLLAR FROM FEET AND PUNCTURE TO ALLOW ROOT GROWTH. REMOVE ALL NON-Biodegradable MATERIALS. LIMIT OF BAREROOT SPREAD. SET ROOT BALL ON UNDISTURBED SOIL.

## SHRUB PLANTING DETAIL

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SEE PLANT MATERIAL NOTES FOR SPACING. MULCH OR PEAT MOSS. FINISH GRADE OF LAWN OR HARDSCAPE. NOTE: PLANTS TO BE SET WITH ROOTS PARALLEL TO GRADE AFTER MULCH. SPACED EDGE. PLANTING SOIL MIXTURE. SUBGRADE SOIL.

## PERENNIAL PLANTING DETAIL

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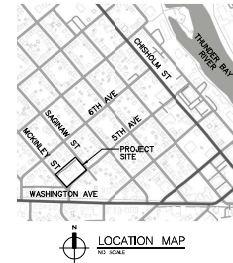
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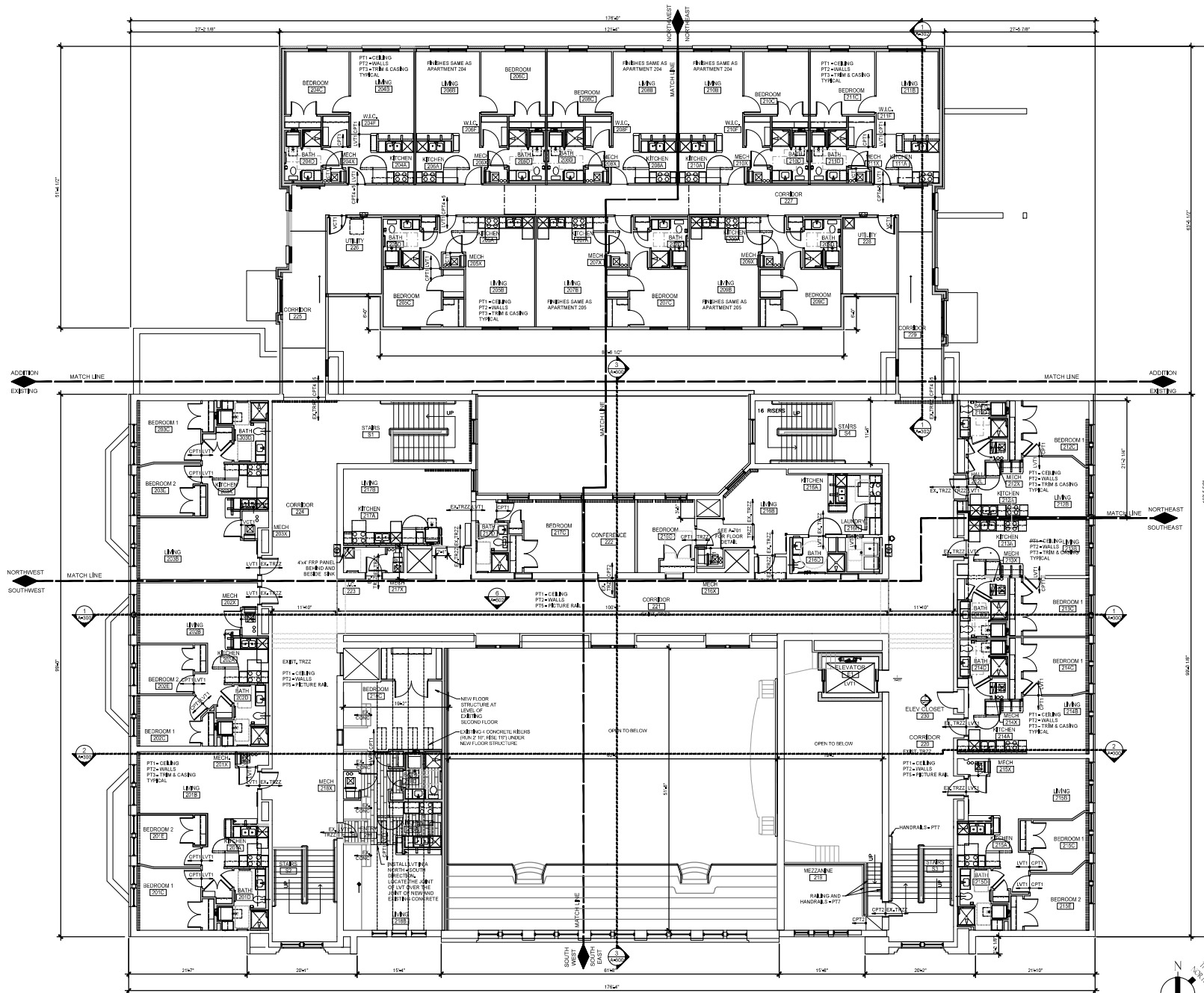
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REV	DATE	DESCRIPTION	BY	CHKD	COMMENTS
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2	01/15/2014	ISSUED FOR CONSTRUCTION	MM	MM	
3	01/15/2014	ISSUED FOR CONSTRUCTION	MM	MM	
4	01/15/2014	ISSUED FOR CONSTRUCTION	MM	MM	
5	01/15/2014	ISSUED FOR CONSTRUCTION	MM	MM	
6	01/15/2014	ISSUED FOR CONSTRUCTION	MM	MM	
7	01/15/2014	ISSUED FOR CONSTRUCTION	MM	MM	
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70	01/15/2014	ISSUED FOR CONSTRUCTION	MM	MM	
71	01/15/2014	ISSUED FOR CONSTRUCTION	MM	MM	
72	01/15/2014	ISSUED FOR CONSTRUCTION	MM	MM	
73	01/15/2014	ISSUED FOR CONSTRUCTION	MM	MM	
74	01/15/2014	ISSUED FOR CONSTRUCTION	MM	MM	
75	01/15/2014	ISSUED FOR CONSTRUCTION	MM	MM	
76	01/15/2014	ISSUED FOR CONSTRUCTION	MM	MM	
77	01/15/2014	ISSUED FOR CONSTRUCTION	MM	MM	
78	01/15/2014	ISSUED FOR CONSTRUCTION	MM	MM	
79	01/15/2014	ISSUED FOR CONSTRUCTION	MM	MM	
80	01/15/2014	ISSUED FOR CONSTRUCTION	MM	MM	
81	01/15/2014	ISSUED FOR CONSTRUCTION	MM	MM	
82	01/15/2014	ISSUED FOR CONSTRUCTION	MM	MM	
83	01/15/2014	ISSUED FOR CONSTRUCTION	MM	MM	
84	01/15/2014	ISSUED FOR CONSTRUCTION	MM	MM	
85	01/15/2014	ISSUED FOR CONSTRUCTION	MM	MM	
86	01/15/2014	ISSUED FOR CONSTRUCTION	MM	MM	
87	01/15/2014	ISSUED FOR CONSTRUCTION	MM	MM	
88	01/15/2014	ISSUED FOR CONSTRUCTION	MM	MM	
89	01/15/2014	ISSUED FOR CONSTRUCTION	MM	MM	
90	01/15/2014	ISSUED FOR CONSTRUCTION	MM	MM	
91	01/15/2014	ISSUED FOR CONSTRUCTION	MM	MM	
92	01/15/2014	ISSUED FOR CONSTRUCTION	MM	MM	
93	01/15/2014	ISSUED FOR CONSTRUCTION	MM	MM	
94	01/15/2014	ISSUED FOR CONSTRUCTION	MM	MM	
95	01/15/2014	ISSUED FOR CONSTRUCTION	MM	MM	
96	01/15/2014	ISSUED FOR CONSTRUCTION	MM	MM	
97	01/15/2014	ISSUED FOR CONSTRUCTION	MM	MM	
98	01/15/2014	ISSUED FOR CONSTRUCTION	MM	MM	
99	01/15/2014	ISSUED FOR CONSTRUCTION	MM	MM	
100	01/15/2014	ISSUED FOR CONSTRUCTION	MM	MM	



OWNER: BINGHAM LOMA LP  
ADDRESS: 3075 ORCHARD VISTA  
GRAND RAPIDS, MI 49546  
CONTACT: ANTHONY BARKER  
PHONE: (616) 725-1844  
EMAIL: abarker@bepnetwork.org

PARCEL NO. 93-367-000-244-00  
PROPERTY ZONED: PUD (PLANNED UNIT DEVELOPMENT)  
PROPERTY AREA: 59,083 SF (1.35 ACRES)  
LANDSCAPE REQUIREMENTS  
1 TREE PER 400 SF  
5 TREES PROVIDED (2 EXISTING)  
5 TREES PROVIDED (1 EXISTING)  
5 TREES PROVIDED (1



LEGEND	
SYMBOL	MEANING
	10 LBS. MULTIPURPOSE FIRE EXTINGUISHER & RECESSED CABINET
	CORNER GUARD
	NEW STUD WALL - SEE ASSOCIATED WALL TYPE DETAIL
	NEW CMU WALL - SEE ASSOCIATED WALL TYPE DETAIL
	ITEM ABOVE
	ITEM BELOW

NOTE:  
 1. DIMENSIONS TO EXISTING WALLS ARE TO THE FACE OF THE EXISTING WALL.  
 2. DIMENSIONS TO NEWLY CONSTRUCTED WALLS ARE TO THE FACE OF THE STUD. CONTRACTOR TO FIELD VERIFY ALL DIMENSIONS PRIOR TO ORDERING MATERIALS.

**destigter**  
 Architecture & Planning  
 3075 ORCHARD VISTA, SUITE 100  
 HOUSTON, TEXAS 77057  
 (713) 865-1111  
 www.destigter.com

CONSULTANT:  
 SEAL:

**BINGHAM APARTMENTS**  
 ADAPTIVE RE-USE & ADDITION  
 555 S 5TH AVE. | ALBUQUERQUE, NM 87102

PROJECT NO. 202201  
 DATE: 01/11/2023  
 MARK: [ ]

**SHEET TITLE**  
 OVERALL SECOND FLOOR RENOVATION PLAN (1/8" SCALE)

**DRAWING NO.**  
 A-102



**OVERALL SECOND FLR RENOVATION PLAN**  
 SCALE: 1/8" = 1'-0"

NOT FOR CONSTRUCTION


# Memorandum



Date: August 30, 2023

To: Mayor and City Council Members

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

From: Shannon Smolinski, Harbormaster 

Subject: 2023-24 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. In August 2022, this contract was renewed for the second of nine allowable renewals.

The City and All Marine have reviewed the existing contract and agree to an extension for the 2023-24 boating season ending on June 30, 2024, with the following contractual compensation changes.

Service	Contractor Compensation		City Compensation		Customer Price	
	Prior	New	Prior	New	Prior	New
Travel Lift Services	\$7	\$10	\$3	\$3	\$10	\$13
Emergency Lift Services	\$15	\$18	\$0	\$0	\$15	\$18
General Labor Services	\$40	\$50				
Winter Storage	\$1.75	\$2.20	\$0.75	\$0.60	\$2.50	\$2.80

The new rates and compensation are based upon the hourly rate of service All Marine charges its customers correlated to the amount of time required for the lifting, lowering and blocking of the vessels on the hard. As with many industries, they have had to increase their rates to accommodate the current business climate. The employees from All Marine have also increased their assistance to the City in regard to customer services and interactions.



While the City is decreasing the funding received from winter storage, we are still adequately covering our expenses associated or assigned to this service. (i.e. insurance, equipment rent, overhead for billing) This is largely due in part to a higher than anticipated amount and size of vessels who take advantage of the services. A lot of this is credited to the workmanship and reputation of All Marine.

Based on the continued exemplary past performance of All Marine and the increase in customers we are receiving from their repetition, it is my recommendation, as the Harbormaster, to renew the Travel Lift Operator and Winter Storage Services until June 30, 2024, at the proposed contracted rates. At no case shall the contract be extended beyond August 31, 2030.

If the new contract and contracted amounts are approved, it is my recommendation as Harbormaster, to approve the attached fee schedule to reflect these changes.

Attachments



**CONTRACT DOCUMENTS  
FOR THE  
CITY OF ALPENA**

**Travel Lift Operator and  
Winter Storage Services**

September 2023

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 5th day of September 2023, 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, 2023, and running through June 30, 2024.

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

A lift fee of \$18 per foot paid solely to 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 a.m. to 5:00 p.m. 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 \$50 per person per hour shall be established for work beyond hoisting and storage. These services shall include, but not be limited to, lift inspection and maintenance, onsite training on the use of marina equipment, and assistance with marina operations.

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

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

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

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

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

Winter layup and storage fees shall be established at \$2.80 x length x beam. The fee for boats utilizing the travel lift services shall be split between both parties with the Contractor receiving \$2.20 per square foot and the City of Alpena receiving \$0.60 per square foot. The winter layup fee will include Contractor performing fall haul, moving stands/cradles/trailers/etc. on lot, blocking, spring launch, and accumulating stands/cradles/trailers/etc. for removal from site. Contractor shall be responsible for placing the stands/cradles/trailers/etc. on the asphalt parking lot using appropriate wood planking or boards so that no indentations are left in the asphalt. The fee for boats not utilizing the travel lift shall be split between both parties with the Contractor receiving \$75.00 and the City of Alpena receiving \$75.00 for a total of \$150.00.

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

## II. Equipment

The City of Alpena is responsible for completely maintaining the properly operating hoisting equipment. The Contractor shall preform and keep record of OSHA Pre-

Operation Inspections. At agreed rate of \$50 per person per hour Contractor will change hoist engine oil and fuel filters only.

### III. Insurance

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

#### **INSURANCE REQUIREMENTS:**

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

##### Worker's Compensation Insurance

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

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

The contractor agrees to protect, defend, indemnify and hold the City of Alpena and its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of, or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of the contractor's use and occupancy of the said premises, or its exercise of the rights and privileges hereby

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

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

The contractor shall maintain Marina Operators Legal Liability Insurance with the City of Alpena named as additional insured in an amount not less than \$250,000. Equipment not otherwise covered shall be covered under this policy through an equipment floater.

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

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

#### IV. Term of Agreement

It is agreed between the City and contractor that this agreement shall run from September 1, 2023, through June 30, 2024. 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

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City of Alpena  
Owner

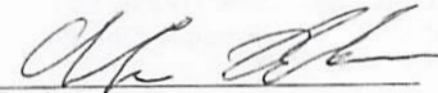
By:   
Matthew J. Waligora, Mayor

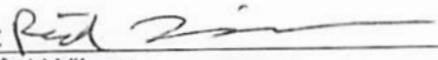
By:   
Anna Soik, Clerk/Treasurer/  
Finance Director

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)

	Effective Date	Type	Section
Appeal fee	\$100.00		
Equipment - Composite Sampler user fee. Cost per sampling event.	\$135.00		
Analytical Fees	Actual cost plus 30%		
<u>Fiber Use Rental</u>			
Inter-Department fiber use per pair of fiber (use of two strands)	\$0.0185/ft/month Min charge is one mile (5280 feet)		
External fiber use per pair of fiber (use of two strands)	\$0.037/ft/month Min charge is one mile (5280 feet)		

#### VEGETATION

Removal of Noxious Vegetation (Weeds) - All expenses incurred by the City in such removal or cutting, plus overhead charge.	Resolution	102-73
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#### WATERWAYS

	<u>Date of Council Action</u>	<u>Type of Action</u>
Seasonal Moorage Rates at City of Alpena's Marina:	5-02-22	Resolution
Boat Length	<b>Rate 8</b>	
< 31.9'	\$1,350.00	
32' - 38.9'	\$1,702.00	
39' - 44.9'	\$2,295.00	
45' - 59.9'	\$3,120.00	

Boats over 60' will be charged an additional \$52.00 per foot over 60'.

A maximum of three Ying-Lings may be moored per slip. Seasonal rate charged to each owner shall be proportional to the number of Ying-Lings moored and the length of slip.

Broadside dockage within the Alpena Marina basin will be established at the seasonal slip rate if utilities are utilized.

Boardside dockage within the Alpena Marina basin will be established at one-half the seasonal slip rate if no utilities are utilized.

Seasonal Slip Deposit of \$100.00 is due before March 1.

Remaining slip fees shall be due before launch of the boat on June 1, whichever is sooner.

Monthly dockage rates will be at 33% of the slip rate above.

7-06-10

Resolution

The two month rate will be at 64% of the seasonal rate.

7-06-10

Resolution

MICHIGAN STATE WATERWAYS COMMISSION  
2021 TRANSIENT SLIP RATE D SCHEDULE

<u>Length</u>	<u>Rate</u>
25	\$31
26	\$32
27	\$33
28	\$35
29	\$36
30	\$37
31	\$38
32	\$40
33	\$41
34	\$42
35	\$43
36	\$45
37	\$46
38	\$47
39	\$48
40	\$50
41	\$51
42	\$52
43	\$53
44	\$55
45	\$56
46	\$57
47	\$58
48	\$60
49	\$61

<u>Length</u>	<u>Rate</u>
50	\$62
51	\$63
52	\$64
53	\$66
54	\$67
55	\$68
56	\$69
57	\$71
58	\$72
59	\$73
60	\$74
61	\$76
62	\$77
63	\$78
64	\$79
65	\$81
66	\$82
67	\$83
68	\$84
69	\$86
70	\$87
71	\$88
72	\$89
73	\$91
74	\$92

Boats over 75 feet will be \$92 plus \$1.24 per additional foot over 74 feet.

A \$3.00 will be assessed if using the central reservation system.

Season Moorage Rates at City Propoerty along the Thunder Bay River will be establised at one-half the seasonal or transient rate.	5/2/2022	Resolution
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Boat Launching Fees for City of Alpena's Marina and North Riverfront Park:		Resolution
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Seasonal - \$50.00 - effective 01-01-17  
Seasonal - City Residence - \$25.00 - effective 05-04-20

Individuals must verify City residency with a state issued id and address  
on their boat registration.

For boaters who have more that one boat, a second permit may be  
issued at no additional cost if the owner's name and address are  
listed on both registrations. This reduction is for a second boat only.  
Additional boats must be permitted and pay a separate fee.

Daily \$ 7.00 - effective 01-01-17

<b>Failure to pay launch fee.</b> Any person or persons who shall fail to pay the established boat launch fee shall be subject to a penalty of twenty-five (\$25.00) for each and every violation thereof. Penalties shall be payable at the traffic violations bureau.	3-06-00	Ordinance
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**\*Travel Lift Services Rate-**

Seasonal Lift and Lower	\$13/foot	9-05-23	Resolution
Non Seasonal Lift and Lower	\$13/foot		
Emergency After Hours Service	\$18/foot		

**\*Winter Storage/Services Rates-**

Length x Beam x \$2.80	09-05-23	Resolution
Mast Stepping Fee - \$175		
Mast Storage Fee - Boats 30' and under - \$150, Boats over 30' - \$200		

\*Winter Storage without Services Rates- \$150 per trailer boat

Payment is due on a net 30-day basis and a .5% per month charge will be imposed on any amount  
not paid when due. This is an effective interest rate of 6% annum. No boat will be launched or moved  
until payment is received.

**\*Boats will not be placed into winter storage prior to September 1st. All boats are required  
to be removed from the Marina basin prior to formation of ice.**

Long term Summer boat storage in parking lot as approved by City Manager. Fees will be established at one-half the applicable monthly rate.

Short term (less than 10 days) Summer Boat Storage in the parking lot as approved by the Harbormaster.

	<b><u>Date of Council Action</u></b>	<b><u>Type of Action</u></b>
Transient Slip Rental Rate Schedule	8-16-21	Resolution
Sewage Pump-Out Fee:	7-01-15	Resolution
\$5.00 Recreation Boats		
\$10.00 Commercials Boats		
Courtesy Dock Moorage - \$5.00	5-06-91	Resolution
Seasonal Broadside Dockage	7-01-13	Resolution
All fees are for recreational and charter boats.	7-01-13	Resolution

# Memorandum


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Date: August 30, 2023

To: Mayor and City Council Members

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

From: Shannon Smolinski, Harbormaster 

Subject: Marina Shop Lease Renewal – All Marine and Storage

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In November 2022, the City entered into a lease agreement with All Marine and Storage of Alpena for the Marina Shop area at the Alpena Marina. The current lease is set to expire on December 31, 2023. The original lease agreement in December 2022 allows for the renewal of this lease for (5) five additional one-year periods if both parties agree upon unit prices. This will be the second optional renewal, if approved.

After review by both parties, the attached lease agreement has been agreed upon with the only modification being a two percent increase in the rental amount from the prior \$450 to \$459 rental plus an additional \$75 for their portion of the shared utilities. This two percent increase is included in the original agreement as the maximum allowed increase.

It is, therefore, my recommendation as Harbormaster, to renew the lease with All Marine and Storage of Alpena, per the attached lease and the above stated modifications in rental amount through December 31, 2024.

Attachment



LEASE AGREEMENT  
for the  
ALPENA MARINA BUILDING

This agreement entered into this 5th day of September 2023, between the City of Alpena and All Marine and Storage, LLC, herein known as the lessee, for the lease within the Marina Building located at 400 W. Chisholm Street, Alpena, MI 49707. This agreement shall run from the date of signature through December 31, 2024. This agreement can be extended and/or the pricing modified upon both parties' agreement and the execution of a contract amendment.

- I. The lessee through the life of this agreement or as amended shall have the right to:
  - a. Operate a marina and/or boating industry business as outlined in the attached proposal within the Alpena Marina Building and adjacent grounds.
  - b. The lessee shall be responsible for all minor or routine maintenance and cleaning on the interior and any exterior areas utilized by the lessee as part of their operations including but not limited to changing of bulbs, emptying trash and removing to the designated dumpster areas. Lessee shall also be responsible for any damages to the interior walls and ceilings damaged as part of their operations.
  - c. The lessee shall keep their designated lease area clean and orderly. Windows (inside and outside) shall be cleaned, and remain unobstructed, on an as needed basis, as directed by the City. The lessee shall provide all maintenance and cleaning supplies.
  - d. The lessee may make major repairs or alterations to any marina building at their own expense only if specific permission is received in writing from the City.
  - e. If the property under this lease agreement is not cleaned, the City reserves the right to have the cleaning done with the cost passed onto the lessee.
  - f. Shared use of the employee-only restroom facilities. Access to this space and lighting controls for other renters must be maintained.
  - g. Store equipment and stock within designated areas of the building.
  - h. For any operations performed outside the marina building, (boat repairs, seating etc.) the lessee must provide a written plan for the area which will include what area to be utilized, how the area is to be utilized, considerations

for how the area/use may disrupt normal operations, and steps considered and taken to limit these disruptions. This area shall be kept clean, organized, and free of debris.

- i. Maintain insurance as required by the operation, as detailed in an attachment to this document, and within the amounts stipulated in those requirements throughout the life of the contract.
- j. Be responsible for snow removal from the sidewalks and doorways from the parking lot to the building and any egress exits on days of operation as the City may be committed at other locations prior to opening.
- k. Be responsible for trash removal to the city dumpster.
- l. Comply with all City ordinances, state, and federal laws.
- m. Not use the facility for a place of residence or allow habitation.

II. The City of Alpena:

- a. Shall be responsible for major repairs to the structure and permanently mounted accoutrements to the structure unless the damage is caused by the lessee or patrons of the business.
- b. Shall plow the parking lots and drives for access to the site as fast as reasonably possible based on snow events and staffing.
- c. Shall supply two non-reproducible keys for lessee use. If lost or need for additional keys arise, the cost would be \$10 per key. In the event of lost or stolen keys, lessee will be responsible for the charges to have the locks changed and keys reissued.

III. The City of Alpena is completing a multi-year refurbishment of the Marina Building and Grounds. As such, the City of Alpena, with 90 days' notice, may require the owner to vacate or relocate from their designated lease area for major construction, repairs, and maintenance operations to occur. The City of Alpena will make efforts to accommodate the lessee to provide storage area for the duration of the projects.

IV. Rent shall be based upon the area occupied by the lessee as follows:

- a. Lease area shall be described as Bay 2 and 3 and contain approximately 2,500 square feet. Additionally, the lessee shall have access to employees-

only restroom located in the City's designated shop area.

- b. Monthly rental amount shall be \$459 plus an additional \$75 monthly for utilities for a monthly total of \$ 534.00.
- c. This payment shall be due in advance by the 10<sup>th</sup> of each month beginning May 10<sup>th</sup> and ending December 10<sup>th</sup>.
- d. The monthly rent amount shall be adjusted annually, for years two (2) through five (5), based on the Annual Proposal A rate of inflation index published by the State of Michigan in October of each year. The new rate shall be for the following January through December time frame. Any increase in rent shall be capped at 2% per year.
- e. Utility pricing will be annually adjusted to reflect the actual cost of utilities. These rates shall take into consideration the equipment used by the lessee.

#### V. Miscellaneous

- a. Any uses of the facility shall comply with all state and local laws including but not limited to, liquor use, gambling activities, parking, cooking, etc.
- b. Lessee shall be in good financial and legal standing with the City of Alpena.
- c. Any lessee using the facility shall comply with occupancy requirements for the facility based on the use at the time.
- d. Any modifications, alterations, expansions, or deletion of services shall be coordinated with and approved by the City of Alpena.
- e. This agreement may be terminated by either party with 30 days written notice for cause and with a minimum 90-day advance notice without cause.

### Contractor's Liability Insurance

All Marine and Storage LLC, hereinafter referred to as contractor shall maintain at its own expense during the term of this Contract the insurance coverage(s) where indicated by an [X]:

A.     ☒     Workers Compensation Insurance:

1.     Contractor shall maintain statutory workers compensation and employers liability insurance. Limits shall be no less than \$1,000,000 for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease, and \$1,000,000 disease – policy limits.
2.     ☐ U. S. Longshore and Harborworkers Compensation Act endorsement shall be attached to the policy, exposure on an “if any” basis.
3.     Contractor waives all rights against the City of Alpena, its agents, public officials, employees, and volunteers for recovery of damages to the extent these damages are covered by workers compensation and employers liability insurance obtained by the Contractor.
4.     If Contractor is self-insured for purposes of workers compensation, the Contractor must submit a copy of a current letter, permit, or certification issued by the appropriate state agency.

B.     ☒     Commercial General Liability and Umbrella/Excess Liability Insurance:

1.     Contractor shall maintain commercial general liability (CGL), and, if necessary, commercial umbrella/excess insurance with a limit of not less than \$2,000,000 each occurrence. If the CGL insurance contains a general aggregate limit, such limit shall apply separately to this project.
2.     CGL insurance shall be written on ISO occurrence form or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contractors,

products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract, including this contract and all contracts relative to this project.

3. City of Alpena shall be included as an additional insured under the CGL, using ISO additional insured endorsement CG 20 26 11/85, if available, or a substitute endorsement providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance program afforded to the City of Alpena. **A copy of the endorsement shall be provided to the City prior to the execution of the contract.**
4. There shall be no endorsement or modification of the CGL insurance coverage limiting the scope of coverage for completed operations.
5. Contractor waives all rights against the City of Alpena and its agents, public officials, employees, and volunteers to the extent these damages are covered by the CGL or commercial umbrella liability maintained pursuant to this agreement.
6. Contractor shall maintain CGL and/or umbrella coverage with a limit of not less than \$2,000,000 each occurrence for at least 1 year following the substantial completion of the work. Continuing CGL insurance shall be written under the same terms and conditions as outlined above.

[X] **Business Auto and Umbrella/Excess Liability Insurance:**

1. Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$2,000,000 each accident.
2. Such insurance shall cover liability arising out of any auto, including owned, non-owned, and hired.
3. Business auto coverage shall be written on ISO form CA 00 01, CA 00 12, CA 00 20, as it may pertain, or substitute forms providing equivalent coverages. If necessary, the policy shall be endorsed to provide for contractual liability coverage, including defense costs arising out of the assumed contractual obligations.
4. City of Alpena shall be included as an additional insured under the Business Auto Policy, and under the commercial umbrella, if any.
5. Business auto policy shall be endorsed to provide statutory Michigan

No-Fault coverages.

6. Contractor waives all rights against the City of Alpena and its agents, public officials, employees, and volunteers for recovery of damages to the extent these damages are covered by the business auto liability or commercial umbrella/excess insurance obtained pursuant to this agreement.

D. [ ] Builder's Risk Insurance:

1. Contractor shall purchase and maintain builder's risk insurance on the entire project. Such insurance shall be written in an amount equal to the contract sum. Insurance shall be written on a replacement costs basis. All approved change orders must be accompanied by an increase in the builder's risk limit of insurance at the time the change order is approved.
2. The insurance shall name as insureds the Owner, General Contractor, Construction Manager, and all contractors and subcontractors undertaking the work. The insurance shall contain a provision that the insurance shall not be cancelled or allowed to expire until at least 30 days' prior written notice has been given to the City of Alpena.
3. The insurance shall cover the entire work at the site identified in this agreement, including reasonable compensation for architect's fees made necessary by an insured loss. Insured property shall include property on the site but not yet a part of the building, portions of the work located away from the site but intended for use at the site, and shall also cover portions of the work in transit. The policy shall include as insured property scaffolding and temporary buildings located at the site. The policy shall cover the cost of removing debris, including demolition as may be legally made necessary by operation of building laws and ordinances.
4. Contractor shall purchase and maintain boiler and machinery insurance, BM 0031 or an equivalent coverage form, required by the contract documents. Object definitions no. 6 – Comprehensive Coverage (including production machinery) should be used or an equivalent form of coverage designation. The insurance shall name as insured the Owner, General Contractor, Construction Manager, and all contractors and subcontractors undertaking the work.
5. The insurance required in this section shall be written to cover "all risk" of physical loss except those specifically excluded in the policy.

- E. Marina Operator's Liability – If applicable, lessee shall provide proof of Marina Operator's Liability Insurance
- F. Renters' Insurance –City of Alpena shall not be liable for injury or damage which may be sustained by the person or property of Lessee, its employees, invitees or customers, or any other person in or about the Premises, caused by or resulting from fire, steam, electricity, gas, water or rain which may leak or flow from or into any part of the Marina Building, or from the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning, lighting fixtures or mechanical or electrical systems, whether such damage or injury results from conditions arising upon the premises or upon other portions of the building or from other sources, except to the extent arising as a result of City of Alpena's gross negligence or willful misconduct. City of Alpena shall not be liable for any damages arising from any act or omission of any other tenant of the building or for the acts of persons in, on or about the premises, building or the grounds who are not authorized agents of the City of Alpena or for losses due to theft, vandalism or like causes. Lessee acknowledges that Landlord's election to provide mechanical surveillance or to post security personnel in the building or on the grounds is solely within City of Alpena's discretion. City of Alpena shall have no liability in connection with the decision whether to provide such services, and, to the extent permitted by law, Tenant hereby waives all claims based thereon.
- G. All the above insurance policies shall contain the following wording:  
"It is agreed that this insurance shall not be canceled, materially changed, or non-renewed without at least a thirty (30) day written notice to the City of Alpena at their principal mailing address."
- H. Insurance Company Approval and Certificates of Insurance:  
Insurance Companies, additional insured endorsements, and policy forms shall be subject to the approval of the City of Alpena. Such approval shall not be unreasonably withheld. Contractor shall furnish the City Clerk of the City of Alpena with certificates of insurance or a certified copy of the policy if requested by the City Clerk.

## II. HOLD HARMLESS CLAUSE

The Contractor shall defend, pay on behalf of, and hold harmless the City of Alpena, its employees, agents, public officials, and volunteers from and against any and all losses, damages, expenses, claims, suits, and demand of whatever nature resulting from damages or injuries, including death, to any persons or property, and including any claim for losses incurred by reason of project delay, impact (soft) costs, or other intangible losses that might result from Contractor's late or defective performance, caused by or arising out of any action, omission, or operation performed in connection with work attributable to the Contractor, any Sub-contractor, any Sub-subcontractor, any material men, any of their respective employees, agents, servants, or representatives; provided, however, the Contractor shall not be required to indemnify the City of Alpena, its


employees, agents, public officials, and volunteers for any damages or injuries, including death, to any person or property caused solely and exclusively by the negligence of the City of Alpena, its employees, public officials, and volunteers.

Agreement Execution

IN WITNESS WHEREOF, the parties have made and executed this agreement, the day and year first above written.


City of Alpena  
OWNER

All Marine and Storage LLC  
Lessee

By:  5/2/22  
Matthew J. Waligora, Mayor Date

By:   
Title: Owner - Arlee Barker

By:  5/3/22  
Anna M. Soik, City Clerk Date

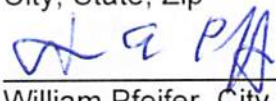
By:   
Title: Owner - Reid Wilson

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

 5/2/22  
William Pfeifer, City Attorney Date  
(approved as to form only)

989-590-0975  
Business Telephone Number

IN WITNESS WHEREOF, the parties have made and executed this agreement, the day and year first above written.

City of Alpena  
OWNER

By:  
Matthew J. Waligora, Mayor                      Date

By:  
Anna Soik, City Clerk                              Date

208 N. First Avenue  
Business Address

Alpena, MI 49707  
City, State, Zip

See previous sig  
William Pfeifer, City Attorney                      Date  
(approved as to form only)

All Marine and Storage LLC  
Lessee

By:  
Title: Owner – Arlee Barker

By:  
Title: Owner – Reid Wilson

1030 N. Manning Hill Road  
Business Address

Lachine, MI 49753  
City, State, Zip

989-590-0975  
Business Telephone Number

# Memorandum

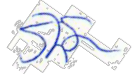
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Date: August 31, 2023

To: Mayor and City Council Members

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

From: Shannon Smolinski, Harbormaster 

Subject: Request for CPS 18- Purchasing Policy Variance

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In July, the City entered into a grant agreement with the Department of Natural Resources to replace the pump out at the Alpena Marina. Our proposal for this project was to purchase the equipment and replace it ourselves. When the grant was submitted, staff and the Harbor Advisory Committee selected the style of equipment we wanted to utilize in the marina.

The concern we are having is that this is a straight equipment purchase. The original prices we received and used for the grant package exceeded the current policy limits for a quoted project. Our existing purchasing policy requires a sealed bid for anything over \$10,000. While most of the vendors we would solicit pricing from are used to providing prices via quotes, many shy away from the sealed bid process as the documents are cumbersome and the process is unfamiliar. When we have worked with vendors in the past to acquire equipment through these means several have either not provided bids or have significantly increased their prices to cover any "unknowns" within the bidding process.

While our existing purchasing policy is under review at this time and will hopefully address some of these issues in the future, I believe it is in the best interest of the City to request a variance to the existing policy for this purchase.

For this reason, I am requesting a variance in Council Policy Statement 18 – Purchasing Policy to allow for the solicitation of quotes and issuance of a purchase order for equipment exceeding \$10,000. This would not waive the requirement for council approval prior to issuance of the purchase order, just the methods of acquiring prices and waiving the issuing of contract in lieu of a purchase order.

