

**City of Alpena
Harbor Advisory Committee
Regular Monthly Meeting
4:30 p.m., Thursday, March 3, 2022**

This meeting will be in person at City Hall in the Council Chambers.

The packet for this meeting can be found on our website at:

https://www.alpena.mi.us/government/city_boards_2/HAC_meeting_agendas_and_minutes.php

The public is welcome to alternately join the meeting from your computer, tablet or smartphone.

Please join my meeting from your computer, tablet or smartphone.

<https://meet.goto.com/867921485>

You can also dial in using your phone.

United States: [+1 \(571\) 317-3112](tel:+15713173112)

Access Code: 867-921-485

Agenda

CALL TO ORDER

ROLL CALL

APPROVAL OF AGENDA/ MODIFICATIONS

APPROVAL OF PRIOR MEETING MINUTES - February 3, 2022

BUSINESS:

1. Operations Updates- *Shannon*
 - *SOP – Complimentary Slip Procedures*
 - *SOP – Harbor Advisory Committee Bylaws*
2. Election of Officers – *Committee*
3. Critical Issues – *Shannon*
 - *Progress Report*
 - *Marina Store/Shop Lease*
4. Grant Recommendation – *Shannon*

HARBORMASTER'S REPORT

- Marina Tech
- Management Software
- Rural Development Grant results

PUBLIC COMMENT

MEMBER COMMENTS

STAFF COMMENTS

NEXT MEETING: Date: April 7, 2022
Topics for Discussion: Master Plan

ADJOURNMENT

City of Alpena Harbor Advisory Committee

Meeting Minutes 4:30 p.m., Thursday, February 3, 2022

The meeting was called to order at 4:34 p.m.

Committee members present: Ed Retherford, Al Moe, Steve Wilson, Don LaBarre, Jason Luther, Jeremy Winterstein

Committee members absent: Wayne Lewis, Tanner Kostelic

Staff present: Shannon Smolinski, Steve Shultz, Rachel Smolinski (arrived 4:50), Cassie Stone

Others present: Anne Gentry, Pete Wilson, Erik Smith

APPROVAL OF AGENDA –Motion by Retherford, Second by Wilson, Motion carried.

APPROVAL OF MINUTES – January 6, 2022 – Take out wording stating bubblers are ran year round and change to *the bubblers run from ice on to ice off in the marina. Motion by Moe to approve minutes as amended, Second by LaBarre, Motion carried.

BUSINESS:

1. Operations Updates – Shannon

- SOP – Complimentary Slip Procedures – Pete Wilson, President of Alpena Youth Sailing Club, appreciates the comped dockage that they have been granted in the past, but suggested the willingness to pay \$100.00 a boat (there is a total of nine boats) for seasonal dockage instead of offsetting the cost of dockage with volunteer work hours with the kids. Pete Wilson felt this would pose an issue with trying to schedule dates and times to get the kids down there, how many would show up and trying to keep track of their hours. Retherford was concerned about the kids getting hurt down there and the City being liable.

Erik Smith, Alpena County Sheriff Department Undersheriff, stated the future slip holders of the marina are the kids down there learning how to sail and being able to offer that program to the kids is great and fun to watch. LaBarre is in favor of a discounted rate, Moe supports the paying \$100.00 a boat that is being

offered. Steve Wilson agrees that supporting this organization and offering a discount is more important than offering it to the DNR. LaBarre suggests if in the future it becomes hard to come up with an agreed upon cost for dockage can it be brought up and lowered without issues. Shannon stated the harbormaster could be approached and it can be decided if it's a viable option and then present it to the City Manager as well as City Council for their opinion. Shannon added that if we have slips available for them, they don't have to pay the \$900.00 until it becomes an issue. Rachel suggested revising the language so it is more open ended and in the future we won't have to go back and change the policy and get Council's approval. Motion made by Moe, seconded by Retherford to include \$100.00 per boat fee as an alteration to the current policy that has been presented. After more discussion, motion made by Moe and seconded by Retherford has been withdrawn. Shannon is going to bring SOP for comp dockage back to the March agenda with corrections made so members have a chance to reread it one more time before making a motion to approve it.

- SOP Harbor Advisory Committee Bylaws – Under 2.1 (f) Youth Member will include the new Youth and Government. Rachel suggested looking into the DDA bylaws as that section just got approved at DDA's last meeting so we can get the correct verbiage to rewrite the SOP. New draft of the SOP will be brought back to the March agenda as well for a motion.

2. Election of Officers – Committee – Nominations are needed for chair, vice – chair and secretary. Wilson nominated Don LaBarre for chair, seconded by Retherford. Motion carried. Motion made by Retherford to close the nominations for chair, seconded by Moe. Motion carried. Retherford nominated Al Moe for vice - chair, seconded by LaBarre. Wilson nominated Tanner Kostelic for vice-chair, seconded by LaBarre. Vote is called by roll call.

Retherford votes for Moe

Moe votes for Kostelic

Wilson votes for Kostelic

LaBarre votes for Kostelic

Luther votes for Kostelic

Winterstein votes for Moe

Kostelic wins vote 4 to Moe 2. Kostelic is nominated for vice-chair.

Nominating a secretary is tabled for discussion at the March meeting.

3. Critical Issues – Shannon – Marina building should be painted by February 10th, other than the floor. Currently working on the request for leases for the building. There has been some interest in the microbusiness. Hoping to get the newsletter out in the next few weeks.

HARBORMASTER'S REPORT

- Marina Tech – Jason Zaske (marina tech) has resigned due to family commitment issues. Will be advertising shortly to fill the position.
- Management Software – Currently been discussing with various companies' management software for the marina. Might reach out to members for input.
- MEDC/MMGY NextFactor – Pure Michigan Tourism Recovery – reaching out and brainstorming what can be done to improve tourism following COVID.
- Reservations – DNR Reservation System is down currently for the harbor. DNR is aware and notified Camis and are working on getting it up and running again. Have been receiving calls for reservations for week of Brown Trout and to book a weekend with four or five boats.
- Ice Fest – Skating Rink – Trying to get an ice rink set up in the harbor for skating during the Ice Fest on February 12th.
- Goose Management – The first Goose Management meeting was held on Monday. Discussed different options on how to control the goose population in addition to the goose hunt and egg collection.
- Seasonal Billing Status – Bills went out yesterday. The \$100 deposit to hold your slip is due at the end of February and the seasonal dockage is due in full by the time the boat goes in or by June 1st if stored on lot. Shannon is concerned there are some slips unaccounted for and asked to please spread

the word. Contact list that was given doesn't have all customer information.
Shannon is going to email out the slip list to the members.

PUBLIC COMMENTS: None

MEMBER'S COMMENTS: Moe is impressed with how the shop is looking and wants to thank parties involved. Neat improvements and is excited for the results. LaBarre stated there has been more and more notice by the community of the improvements being done by the City.

STAFF COMMENTS: None

NEXT MEETING: Set for March 3, 2022, at 4:30 p.m.

ADJOURNMENT: Motion by LaBarre, Second by Winterstein

CITY OF ALPENA
STANDARD OPERATING POLICY

SUBJECT: Alpena Marina
 Complimentary Dockage

SOP No.:_____

Date Issued: _____

Effective Date: _____

Revised Date: _____

Copies to: Mayor, Council Members, Harbor Advisory Committee, Department Heads,
 Supervisors, and All City Employees

STATEMENT OF POLICY:

Purpose: The City of Alpena allots a certain number of complimentary slips within the Alpena Marina. The purpose of this policy is to establish the City's policy on who will be allotted complimentary slips and what, if any, compensation will be required in exchange for said dockage.

I. POLICY ALLOWING COMPLIMENTARY DOCKAGE

It is the City's philosophy and policy that it is in the best interest of the City to designate a certain number of complimentary slips annually for the betterment of the marina and the community both now and in the future.

Complimentary dockage shall only be granted if slips are available on a first come first served basis in accordance with the hierarchy described in Section IV, Subsection A.

Organizations who wish to be considered for complimentary dockage shall petition the Alpena Marina annually for consideration and availability. Determinations will be made in accordance with the following procedures.

II. POLICY DESIGNATING WHO WILL BE ALLOWED COMPLIMENTARY DOCKAGE

A. Youth Boating and Sailing Organizations

Youth boating and sailing organizations shall be defined as an organized group which encourages individuals under the age of 18 to learn about boating skills and promote activities

Bylaws
City of Alpena
Harbor Advisory Committee

The following rules of procedure are hereby adopted by the Harbor Advisory Committee of the Alpena Marina to advise the City of Alpena on matters dealing with, but not limited to, the operations, regulations, and improvements of the marina and its grounds.

Section 1.0 RESPONSIBILITIES

1.1 The Harbor Advisory Committee and Harbormaster shall:

- (a) Be responsible for recommending directives of the Alpena Marina.
- (b) Advise and assist the Harbormaster and Municipal Council in the establishment of general planning and policy.
- (c) Be responsible for representing all users of the Alpena Marina.

Section 2.0 MEMBERSHIP

2.1 The Harbor Advisory Committee shall strive to represent all users of the Alpena Marina. For this reason, efforts will be made to have wide representation of all users and shall strive to have a representative from each of the following:

- (a) Seasonal Sail Boaters
- (b) Seasonal Power Boaters
- (c) Day Use Boaters
- (d) Charter Captains
- (e) General Community Member
- (f) Non-Voting Youth Member

2.2 In the event of an opening on the committee, efforts will be made to solicit new membership from representatives of a category not represented or underrepresented to fill the committee vacancy.

If multiple applications are received, the committee will review all applications and, if the warranted, interview any candidates in order to submit a recommendation to the City Manager for filling the vacancy. The City Manager shall have the final decision on membership recommendation to the City Council. City Council will have the final decision on the appointment to the Harbor Advisory Committee.

Section 3.0 NON-VOTING MEMBERSHIP

3.1 Appointment. The Mayor of the City of Alpena may appoint one non-voting member who is a high school aged student residing within the school district for Alpena Public Schools. Such appointment shall be subject to approval by the City Council for the City of Alpena.

3.2 Term. A duly-appointed non-voting member shall serve for a term of one year following his or her appointment and may be reappointed as provided in Section 4.1 so long as the non-voting member remains a high school aged student residing within the school district for Alpena Public Schools.

3.3 Rights and Duties. A non-voting member shall be expected to participate in in meetings and engage in deliberations of all business before the Authority except as provided in Section 4.4 below. Non-voting members shall not be allowed to vote on any business before the Authority.

3.4 Closed Sessions. Non-voting members shall not be present at or participate in any deliberation or discussion occurring in a Closed Session authorized under the Michigan Open Meetings Act.

3.5 Quorum. Non-voting members shall not be counted as relates to the Quorum and transaction of business provisions of Sections 6.5 and 6.6 herein.

3.6 Removal. An appointed non-voting member of the Authority may be removed in the same manner described in Section 2.2 herein.

Section 4.0 LEADERSHIP

4.1 Selection. At the regular meeting in _____ of each year, the Harbor Advisory Committee shall select from its membership a Chair, Vice-Chair, and Secretary. All officers are eligible for re-election.

4.2 Tenure. The Chair, Vice-Chair, and Secretary shall take office immediately following their selection and shall hold office for a term of one (1) year or until their successors are selected and assume office.

4.3 Duties. The Chair shall preside at all meetings, appoint subcommittees, and perform such other duties as may be ordered by the Committee.

The Vice-Chair shall act in the capacity of Chair in case of absence; and in the event the office of the chair becomes vacant, the vice-chair shall succeed to this office for the unexpired term and the Harbor Advisory Committee shall select a successor to the office of vice-chair for the unexpired term.

The Secretary shall execute correspondence in the name of the Committee, perform the duties hereinafter listed, and shall perform such other duties as the Harbor Advisory Committee may determine. All communications, petitions, and reports shall be addressed to the Harbor Advisory Committee and delivered or mailed to the Harbormaster's office and reported to the Committee by the Secretary.

Section 5.0 MEETINGS

5.1 Regular Meetings. Meetings of the Harbor Advisory Committee will generally be held the first Thursday of each month at Alpena City Hall and announced at least three (3) working days prior to the meeting. When the regular meeting day falls on a legal holiday, the Harbor Advisory Committee shall select a suitable alternate date in the same month. Meeting schedule will be voted upon annually and posted on the Harbor Advisory Page of th3e City of Alpena Website.

5.2 Special Meetings. Special meetings may be called at the request of the Harbormaster, the Chair or at the written request to the Secretary by a majority of the members. Notice of special meetings shall be given by the Harbormaster or other designated staff to the members of the Harbor Advisory Committee at least three working days prior to such meeting and shall state the purpose and time of the meeting.

5.3 Public. All regular and special meetings, records, and accounts shall be open to the public.

- 5.4 Quorum. A majority of the total number of members shall constitute a quorum for the transaction of business and the taking of official action for all matters.

All members have the right to vote.

Whenever a quorum is not present at a regular or special meeting, those present may adjourn the meeting to another day or hold the meeting for the purpose of considering such matters as are on the agenda. No action taken at such a meeting shall be final or official unless and until ratified and confirmed at a subsequent meeting at which a quorum is present, by approval of the minutes of that meeting at which a quorum was not present.

- 5.5 Order of Business: Agenda. An agenda for each meeting and the order of business shall be as follows:

CALL TO ORDER

ROLL CALL

APPROVAL OF AGENDA/MODIFICATIONS

APPROVAL OF PRIOR MEETING MINUTES

BUSINESS

PUBLIC COMMENT

MEMBER COMMENTS

STAFF COMMENTS

HARBORMASTER'S REPORT

ANNOUNCEMENT OF NEXT MEETING

ADJOURNMENT

- 5.6 Minutes. The secretary of the Harbormaster shall be responsible for the minutes of each meeting and shall have them posted to the Harbor Advisory Page of the City of Alpena website.
- 5.7 Motions. Motions shall be restated by the chair before a vote is taken. The name of the maker and supporter of a motion shall be recorded.
- 5.8 Voting. Voting shall be by voice and shall be recorded by yeas and nays. Roll call votes will be recorded only upon request by a member of the Commission.
- 5.9 Committee Action. Action suggested by the Harbor Advisory Committee on any matter shall not be implemented until proposer approval has been obtained by the governing parties. (i.e., Harbormaster, City Manager, Municipal Council)
- 5.10 Parliamentary Procedure. Parliamentary procedure in meetings shall be governed by Robert's Rules of Order, except where state statute or local ordinance direct otherwise.

Harbormaster shall act in the stead of the Parliamentarian.

5.11 Recordings of Meetings.

- (a) All meetings shall be recorded.
- (b) All recordings of meetings shall be maintained at City Hall until such time as the minutes for the particular meeting are formally approved by the Committee, or until such time as either the Harbor Advisory Committee or City Council completes final action on an issue included in the recording upon which it has final disposition.
- (c) The Harbor Advisory Committee will retain recordings of any meetings issue or petition for any period of time. Previous meeting will be available on the Harbor Advisory Committee Website. Please Note: The approved meeting minutes are the only official record of the meeting. Meeting Recordings are for informational purposes only.

5.12 Attendance Policy. In the event that a Member has unexcused absences from either three (3) consecutive regular Harbor Advisory Committee meetings, or from 60% of all (special and regular) Harbor Advisory Committee meetings in any twelve (12) month period the Harbormaster and/or Chair shall discuss the attendance record with the member and report their findings along with any extenuating circumstances to the commission. A recommendation for dismissal of the Committee may be forwarded to the Mayor and City Council unless the Committee acts within 60 days of the receipt of the chairman's report to overturn such recommendation upon a finding that the Committee will demonstrate satisfactory attendance in the future.

Section 6.0 MATTERS TO BE CONSIDERED BY THE HARBOR ADVISORY COMMITTEE

6.1 The following matters shall be presented for advisement at a meeting of the Committee:

- (a) Such matters as the Harbormaster, City Manager, or City Council shall find it advisable or essential to receive consideration by the Harbor Advisory Committee.
- (b) Suggestions for policies and procedures governing the Alpena Marina
- (c) Development and ordering of infrastructure projects for the Alpena Marina
- (d) Recommendations on behalf of the users for the operating of the Alpena Marina

Section 7.0 MATTERS TO BE ACTED UPON BY STAFF ON BEHALF OF THE COMMISSION

7.1 The Harbormaster shall take action or make recommendations in the name of the Harbor Advisory Committee in accordance with such plans, policies, and procedures as are approved or established by the Harbor Advisory Committee.

7.2 Authorization. The Harbor Advisory Committee staff may consist of the Harbormaster and such other personnel as appointed by the City Manager.

7.3 Implementation of Plans. The Harbormaster shall recommend to the Harbor Advisory Committee whatever action is necessary for plans with respect to:

- (a) Rules and Regulations of the Alpena Marina
- (b) Capital Improvements to the Alpena Marina

(c) Operations of the Alpena Marina

7.4 Public Relations. The Harbormaster shall:

- (a) Officially present the Committee's recommendations to the legislative body.
- (b) Officially represent the Harbor Advisory Committee conferences, interdepartmental meetings of the municipal government, and serve generally as a liaison between the Harbor Advisory Committee and the public.
- (c) Encourage development in accord with master and comprehensive plans.
- (d) Cooperate with public and private agencies and with individuals on behalf of the Alpena Marina and the Harbor Advisory Committee.
- (e) Supply information for and encourage interested public agencies and citizen organizations in programs to promote public understanding and approval of the Alpena Marina.
- (f) Accept other responsibilities as may be directed by the Committee, legislative body, or chief executive.

Section 8.0 AMENDMENTS

8.1 These rules may be amended at any regular or special meetings by a two-thirds vote of the members present.

ADOPTED:
AMENDED:

Donald LaBarre, Chair

Date

within the boating community with the hope it will encourage future marina users. Examples of this group could include, but not be limited to, the following

- Alpena Youth Sailing
- Boy Scouts of America Sea Scout Program

B. Law Enforcement

Law enforcement agency means an entity that is established and maintained in accordance with the laws of federal, state, or local government that is authorized by law to appoint or employ law enforcement officers. Law enforcement agency includes a public body corporate that is authorized by the laws of this state to appoint or employ law enforcement officers. Examples of this group could include, but not be limited to, the following:

- United States Coast Guard
- Michigan DNR
- Alpena County Sheriff

C. Winter Storage Customers

At the discretion of the Harbormaster, non-seasonal winter storage customers who will be winter storing their boat within the Alpena Marina will receive up to two days of complimentary dockage to decommission and two days of complimentary dockage to recommission their vessel. Any additional time will be charged at the current standard or special rates.

III. COMPENSATION

A. Youth Boating and Sailing Organizations

In exchange for any dockage or services performed by the Alpena Marina, it is the expectation of the youth boating or sailing organization members to preform “sweat equity” on the marina grounds to compensate for the waived fees. The hours of service due the marina will be calculated from the amount due divided by the current hourly rate of the seasonal employees from the Department of Public Works. Hours worked will be verified and agreed upon by both the leader(s) of the youth organization and the Harbormaster.

The exclusion to this stipulation will be the yngling youth sailing group who will in the event of the situation in Section IV.A, the organization will pay a reduced rate for their slip rental. This rate will be determined annually by the City Manager at the recommendation of the Harbor Advisory Committee and Harbormaster.

IV. TERMINATION OF COMPLIMENTARY DOCKAGE

A. Procedure for Termination of Complimentary Dockage

Complimentary dockage shall be continued upon annual review until such a time as the slip is necessary for paying users need occupancy. If the situation becomes apparent that the next occupancy will require the need to occupy a complimentary slip, the Harbormaster will notify the complimentary slip holder of the situation as soon as possible.

The complimentary slip holder will have two options:

1. Prepare to vacate the slip so it is available for rental.
2. Pay seasonal dockage to continue occupancy.

B. Order of Hierarchy

If it becomes necessary to terminate complimentary dockage to accommodate paying customers, the following hierarchy has established to establish the order which groups will lose dockage.

1. Winter Storage Customers
2. Youth boating and sailing organizations
3. Law Enforcement

City Manager

REQUEST FOR LESSEES

The City of Alpena is requesting proposals from potential lessees for the marina shop and storefront located at the Alpena Marina, 400 E Chisholm Street, Alpena, Michigan 49707.

Submissions will be received in the office of the Harbormaster, 208 N. First Avenue, Alpena, Michigan, 49707, until 5:00 p.m. (local time) on Friday, March 11, 2022.

The City reserves the right to reject any proposals and to waive irregularities in proposals, which may be in the best interest of the City.

DESCRIPTION

The City of Alpena and the Alpena Marina are soliciting businesses as potential lessees for the following boating related businesses:

- | | |
|------------------|---|
| First Priority: | Boat Mechanical and Repair Facility.
Facility to be located within the existing shop area. |
| Second Priority: | Marina Supplies Storefront/Business.
Facilities to be located within the existing storefront area. |

If these potential businesses do not take all the available space, the City will review proposals from other businesses interested in leasing the available areas for establishments which complement the marina and benefit the boating public.

DESCRIPTION OF PREMISES:

The City of Alpena will be leasing the existing marina building located on the marina grounds. This building consists of an approximately 2000 square foot storefront/showroom and 3000 square foot shop area. At this time, the city will be reserving one of the three shop/garage bays of the shop area for the operational needs of the marina.

The building will be undergoing renovations as capital monies become available to the marina. Currently, the storefront is receiving interior cosmetic upgrades.

The five-year plan for the building has been included for potential lessees to review. Most of these projects will take place in the marina off season. Some of these projects will require the leased areas to be vacated for the duration of the projects (i.e. replacement of the concrete floors). 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.

There will be a joint use area for all the lessees and City Staff for an EMPLOYEES ONLY restroom which is located between the storefront and the shops within the City reserved Bay 1.

EXAMINATION OF PREMISES:

A site visit is recommended. Schedule a visit by contacting Shannon Smolinski, Harbormaster, at (989) 354-1733 or by Email: at shannons@alpena.mi.us.

SUBMITTALS

Each potential lessee shall submit the following information as part of a one to five-page narrative with regards to their ability to undertake and complete the project.

1. Company overview, summary, and history should include, but not limited to, contact information, office location(s), and longevity.
2. Each lessee shall submit a principal in charge, who shall be the representative and contact person for interactions between the business and the City.
3. Each lessee shall submit the detailed explanation of their proposed business plan for their operation.
4. Lessee shall include a tentative schedule outlining their timetable to open and operate. This schedule shall include a proposed date to occupy, approximate timeframe for opening, and proposed dates and times of operation, and any anticipated seasonal closures.
5. Lessee shall provide the contact information for at least three references who can attest to the ability of the lessee to carry out the plans as outlined in their proposal.
6. Lessee shall provide any additional information, which may be beneficial in determining the ability for the successful operation of the proposed business. This shall include product information, licenses, or corporations/franchises the lessee while utilize.

REVIEW AND SELECTION PROCESS

It is the intent of the City of Alpena to complete the review process and enter into a lease as soon as practical. The decision will be based upon what is in the best interest of the City of Alpena, the Alpena Marina, and its users. The City will evaluate the proposed abilities and experience of each business and will select the firm with the best interest of the City.

If multiple, qualified businesses express interest in the available lease area, the City will conduct interviews or presentations with potential lessees. The City will assemble a panel of stakeholders within the marina to interview the candidates and make a selection in the best interest of the Alpena Marina and the City of Alpena.

Following approval, the City will execute leases with successful lessees. The lease will shall run through December 31, 2022. The City of Alpena shall have the right to extend this lease for five additional one-year periods if both parties can mutually agree upon prices.

SUPPORTING DOCUMENTS ATTACHED:

- Draft Lease
- Future Project Information
- Photos

SAFETY EQUIPMENT and PROCEDURES:

All successful lessees must operate their businesses in accordance with all Local, State and Federal regulations governing their businesses.

The following environmental considerations shall be addressed, if applicable to your business, as part of your overall safety plan for operation on the marina grounds.

- No person shall discharge oil, antifreeze, solvents, oily bilges, or any other harmful materials into the water.
- Maintaining and repairing of boat invariably involves the use of chemicals and generation of waste that must be stored, managed, and disposed of in strict compliance with federal, state, and local environmental regulations.
- Lessee agrees to be environmentally responsible for all products used by themselves, their repair facilities, and their employees.
- Toxic materials such as paints, thinners, antifreeze, fiberglass resins and solvents, used and oily rags, old fuel, used oil, and many other products must not be dumped on the ground or disposed of in the yard trash cans or dumpsters.
- The lessee agrees to comply with the marina Environmental Policies as posted.

- The lessee agrees to be responsible for and hold the yard harmless against any liability for any violation of the environmental policies caused by the lessee, employees, or other authorized agents and associates.
- When possible, the lessee shall utilize recycling programs available for applicable materials produced by their business.

INSURANCE REQUIREMENTS

While working within the City Limits, on City projects, and on City Owned Property, the lessee shall conform to the insurance requirements as outlined in the lease.

CONSIDERATIONS

The City reserves the right to enact the preferences to local businesses.

To be considered for local bidder preference, a local bidder/Vendor shall have met the following qualifications for at least one year prior to the date bid proposals are due:

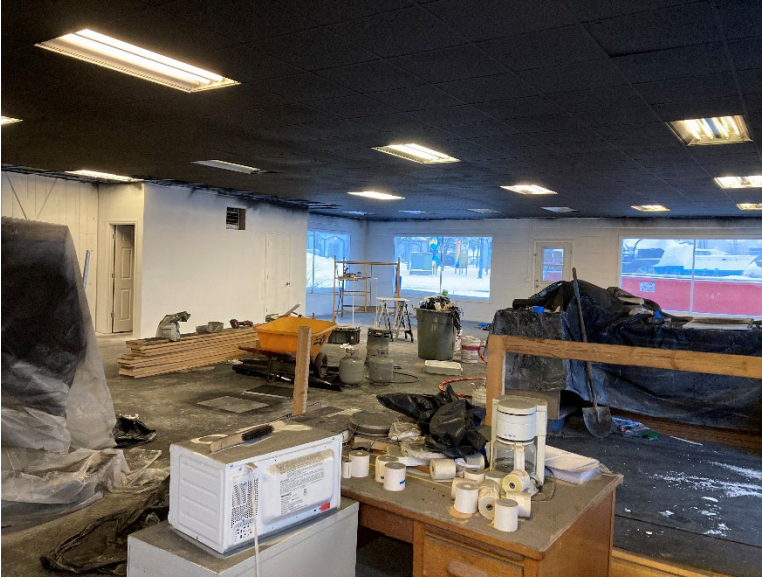
1. Shall have a legal and permanent business address within Alpena County.
2. Shall be a personal property and real property taxpayer in Alpena County.
3. Shall be in compliance with all City Codes and Ordinances.
4. Shall not be indebted or in default to the City.

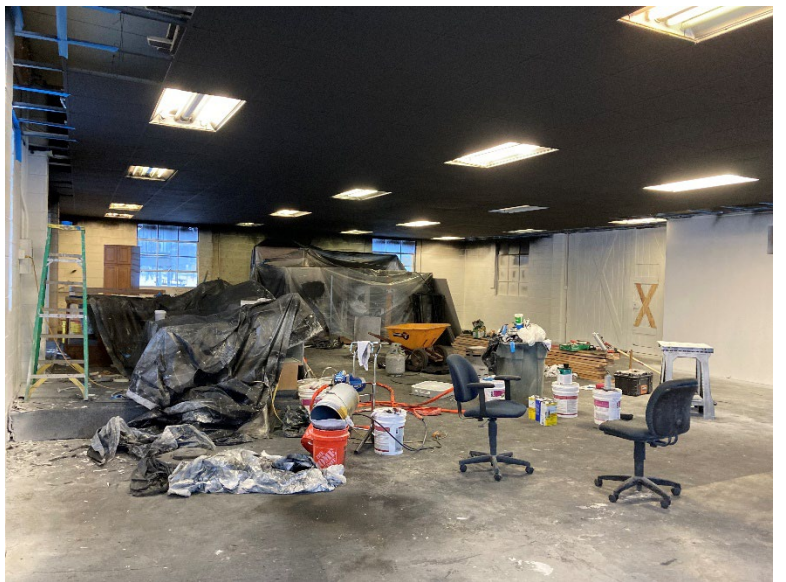
Any questions regarding the request, or the items to be included in the submittal, should be directed to Shannon Smolinski, Harbormaster, 208 North First Avenue, Alpena, MI 49707, by phone at 989-354-1750, or by email at shannons@alpena.mi.us .

Photos

Please note: these photos are representative of the building in its current condition. City Staff are working on the facilities to the best of our abilities and funding availability. Some areas are currently being utilized as storage for the DDA, city resources and prior proprietor and will be cleared out before spring. For this reason, prospective lessees should conduct their own site review of the premises.

Marina Sales Building





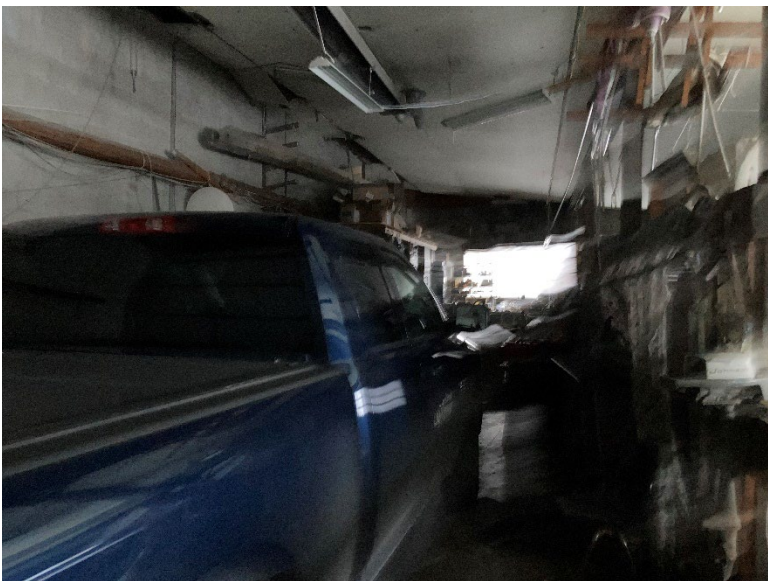
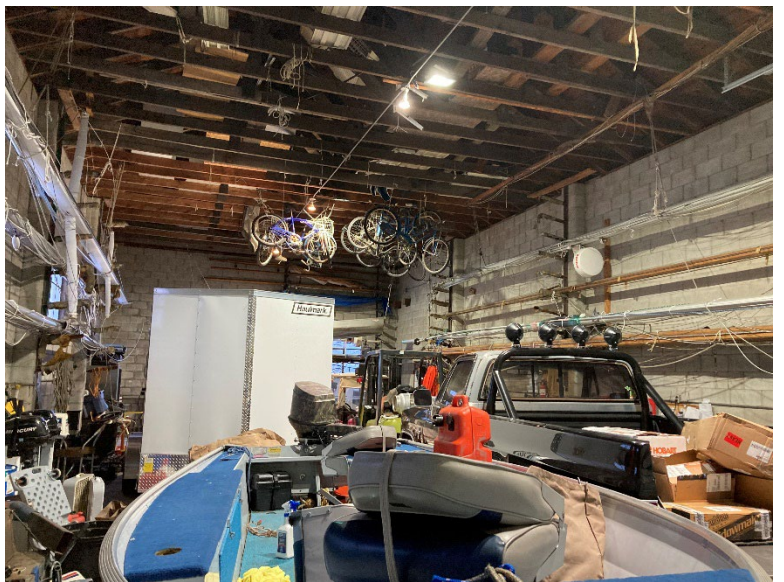


Employee Restrooms



Shop Area







LEASE AGREEMENT
for the
ALPENA MARINA BUILDING

This agreement entered this ____ day of _____, 20__, between the City of Alpena and _____, herein know as 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, 20__. The 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 changed bulbs, interior walls, emptying trash and removing to the designated dumpster area and ceilings damaged as part of the operations.

The lessee shall keep their designated lease area clean and orderly. Windows (inside and outside) shall be cleaned, and remain unobstructed, on as needed basis, as directed by the City. The lessee shall provide all maintenance and cleaning supplies.

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.

- a. If the property under this lease agreement is not being cleaned, the City reserves the right to have the cleaning done with the cost passed onto the lessee.
- c. Shall have shared use of the employee only restroom facilities. Access to this space and lighting controls for other renters must be maintained.
- d. Shall be allowed store equipment and stock within designated areas of the building.
- e. 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 they wish to utilize, 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.

- f. Shall 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.
- g. Shall 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.
- h. Shall be responsible for trash removal to the city dumpster.
- i. Shall comply with all City ordinances, state, and Federal laws.
- j. Shall 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 2 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 _____ and contain approximately _____ square feet. Additionally, the lessee shall have access to the employees only restroom located in the City's designated shop area. See attached drawing showing the above designated area of use/lease.

- b. Monthly rental amount shall be \$_____ plus an additional \$_____ monthly for utilities for the first year of the lease.
- c. This payment shall be due in advance by the 10th of each month.
- 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.
- d. 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.

Agreement Execution

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

City of Alpena
OWNER

Lessee

By: _____
Matthew J. Waligora, Mayor Date

By: _____
Title: _____

By: _____
Anna M. Soik, City Clerk Date

By: _____
Title _____

208 N. First Avenue
Business Address

Business Address

Alpena, MI 49707
City, State, Zip

City, State, Zip

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

Business Telephone Number

Contractor's Liability Insurance

Alpena Farmers Market, 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. [X] 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. [X] 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.

DRAFT

Capital Projects Request Form

City Of Alpena

Project Title: **Status:** **Rank**
Fund: **Category:** **Department:**

Project Location:
Project Description:
Date Prepared: **Preparer:** **Inception Date:** ☐ Connected to Master Plan

Account No.:

Expenditure Schedule by Fiscal Year

2022-2023	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028	Long Range	Total
<input type="text" value="\$135,000"/>	<input type="text"/>	<input type="text" value="\$45,000"/>	<input type="text" value="\$45,000"/>	<input type="text" value="\$65,000"/>	<input type="text" value="\$60,000"/>	<input type="text"/>	<input type="text" value="\$350,000"/>

Funding Source

General Fund	<input type="text"/>	Equipment Fund	<input type="text"/>	Special Assessment	<input type="text"/>	Bond	<input type="text"/>
Sewer Fund	<input type="text"/>	Major Street Fund	<input type="text"/>	Grant	<input type="text" value="\$100,000"/>	Grant Source	<input type="text" value="MDARD"/>
Water Fund	<input type="text"/>	Local Street Fund	<input type="text"/>	Other	<input type="text" value="\$250,000"/>	Specify Source	<input type="text" value="Marina"/>
IT Fund	<input type="text"/>					Total	<input type="text" value="\$350,000"/>

Explanation/Justification/Connection to Master Plan

Part of the Comprehensive and Marina Master Plans. Multi-phase rehabilitation of the existing shop area.
Phase I: Improvements will include new siding, new windows, heating improvements, upgrading bathroom facilities, and refurbishment of the apartment.
Phase 2: Electrical Replacement
Phase 3: Roof Replacement
Phase 4: Marina Storefront Floor Replacement
Phase 5: Marina Shop Floor Replacement