

ALPENA CITY COUNCIL MEETING

July 16, 2018 – 6:00 p.m.

AGENDA

1. Call to Order.
2. Pledge of Allegiance.
3. Modifications to the Agenda.
4. Approve Minutes – Open and Closed Sessions of July 2, 2018.
5. Citizens Appearing Before Council on Agenda and Non-Agenda Items (Citizens Shall be Allowed a Maximum of Five (5) Minutes Each to Address Their Concerns. This is the Only Time During a Council Meeting that Citizens are Allowed to Address the Council).
6. Consent Agenda.
 - A. Bills to be Allowed, in the Amount of \$959,725.94.
 - B. Ballot for Michigan Municipal League Board of Trustees Election.
 - C. Resolution Acknowledging Alpena Blue Line Club as a Nonprofit Organization Operating in the Community for the Purpose of Obtaining Charitable Gaming Licenses.
7. Presentations.
8. Announcements.
9. Mayoral Proclamation.
10. Public Hearing.
11. Report of Officers.

Attorney Fees for Water/Sewer Litigation.
12. Communications and Petitions.
13. Unfinished Business.
14. New Business.

Three-Year Contract with Thunder Bay Shores Marine.
15. Adjourn to Closed Session to Discuss Water/Sewer Litigation and Proposed Settlement of a Tax Appeal.
16. Return to Open Session.
17. Possible Action on Tax Appeal Settlement.
18. Adjourn.

Greg E. Sundin
City Manager

COUNCIL PROCEEDINGS

July 2, 2018

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

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

Absent: None.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

MINUTES

The minutes of the open and closed sessions of June 18, 2018 meeting were approved as printed.

CONSENT AGENDA

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

1. Bills Allowed – in the Amount of \$785,082.01 be Allowed and the Mayor and City Clerk Authorized to Sign Warrant in Payment of Same.

Carried by unanimous vote.

TARGET ALPENA DEVELOPMENT CORPORATION

Moved by Councilmember Nowak, seconded by Councilmember Johnson, to approve the service agreement with Target Development Corporation.

Carried by unanimous vote.

HURON HUMANE SOCIETY

Moved by Councilmember Nowak, seconded by Councilmember Johnson, to approve the service agreement with the Huron Humane Society.

Carried by unanimous vote.

SALE OF PATRIOTIC GEAR AND GLOW PRODUCTS

Moved by Councilmember Nowak, seconded by Councilmember Nielsen to allow Blayne Casler to sell patriotic gear and glow products on the Fourth of July at Starlite Beach.

Carried by unanimous vote.

LIFEGUARD SERVICES

Moved by Councilmember Nowak, seconded by Councilmember Nielsen to allow City Staff to work with Northstar Executive Protection to finalize the agreement for lifeguard services at Starlite Beach.

Carried by unanimous vote.

RECESS

The Municipal Council recessed at 6:19 p.m.

RECONVENE - CLOSED SESSION

Moved by Councilmember Nowak, seconded by Councilmember Johnson that the Municipal Council adjourn to closed session at 6:26 p.m. to discuss Water and Sewer Litigation.

Carried by unanimous vote.

RECONVENE – OPEN SESSION

On motion of Councilmember Nowak, seconded by Councilmember Johnson, the Municipal Council reconvened in open session at 6:47 p.m.

Carried by unanimous vote.

On motion of Councilmember Nowak, seconded by Councilmember Johnson, the Municipal Council adjourned at 6:47 p.m.

MATTHEW J. WALIGORA
MAYOR

ATTEST:

Anna Soik
City Clerk

INVOICE REGISTER

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6.A.

VENDOR	INVOICE #	DESCRIPTION	AMOUNT
ADVANCED ENGINEERING AND	58482	WATER RATE NEGOTIATIONS	3,116.00
AFFINITY CHEMICAL LLC	2345092	ALUMINUM SULFATE - WATER	4,460.00
AIRGAS USA LLC	9076924535	SUPPLIES - AMB DISP	43.51
AIRGAS USA LLC	9077220500	SUPPLIES - AMB DISP	40.49
AIRGAS USA LLC	9077420478	SUPPLIES - AMB DISP	28.00
AIRGAS USA LLC	9954300577	SUPPLIES - AMB DISP	18.60
AIRGAS USA LLC	9077780351	SUPPLIES - AMB DISP	50.83
ALLEGRA ALPENA	144932	SUPPLIES - CITY HALL	36.00
ALPENA ALCONA MONTMORENCY ISD	070618	PAYMENT IN LIEU OF TAXES	5,095.23
ALPENA AREA CHAMBER OF COMM	16656	TARGET FY 18-19 EDC SVCS	20,000.00
ALPENA COMMUNITY COLLEGE	070618	PAYMENT IN LIEU OF TAXES	5,826.69
ALPENA COUNTY TREASURER	071718	PAYMENT IN LIEU OF TAXES	18,506.36
ALPENA COUNTY TREASURER	070618	IT CONTRACTED SVCS 07/18	7,803.00
ALPENA GLASS CO INC	388907	VEH MAINT - FIRE CHF	415.37
ALPENA LAWN CARE & MAINTENANCE	4535	MOWING - CODE ENFORCEMENT	880.00
ALPENA POWER COMPANY	071718	ELECTRIC	25,913.35
ALPENA PUBLIC SCHOOLS	070618	PAYMENT IN LIEU OF TAXES	4,191.33
ALPENA SUPPLY CO	S100084651.001	MAINT - CITY HALL	6.84
ALPENA SUPPLY CO	S100087147.001	MAINT - PUBLIC WORKS	7.22
ALPENA SUPPLY CO	S100087333.001	MAINT - PUBLIC WORKS	2.72
ALPENA SUPPLY CO	S100087813.001	MAINT - BOAT HARBOR	25.40
ALPENA SUPPLY CO	S100088158.001	MAINT - PUBLIC WORKS	1.32
ALPENA SUPPLY CO	S100088229.001	MAINT - PUBLIC WORKS	0.68
ALPENA SUPPLY CO	S100088527.001	SUPPLIES - PARKS	15.00
ALPENA SUPPLY CO	S100088758.001	SPRINKLERS - CEMETERY	63.17
ALPENA SUPPLY CO	S100088794.001	SPRINKLERS - CEMETERY	2.34
ALPENA SUPPLY CO	S100089584.001	SPRINKLERS - CEMETERY	126.41
ALPENA TOWNSHIP	062518	REIMB GARAGE NATURAL GAS - AMB	17.48
ALRO STEEL CORP	IFZ7876AL	MAINT - BOAT HARBOR	834.55
AMERICAN MESSAGING	Z2535843SG	PAGER FEES	37.17
ANDREW SMOLINSKI	070918	GARAGE RENOVATIONS - CEMETERY	749.00
ANDREW WILLIAMS	062518	TRAVEL EXPENSE - AMB	84.71
ANDREW WILLIAMS	070918	TRAVEL EXPENSE - AMB	27.79
ANNE GENTRY	07112018	REIMB CELL PHONE EXP - DDA	60.00
ARC MATE MANUFACTURING CORPORATION	112434	SUPPLIES - PARKS	175.98
ARROW INTERNATIONAL INC	9500252398	SUPPLIES - FIRE	320.51
BALL TIRE & GAS INC	150208	VEH MAINT - DPW	57.77
BALL TIRE & GAS INC	150759	VEH MAINT #84	17.38
BALL TIRE & GAS INC	151049	VEH MAINT - DPW	11.29
BALL TIRE & GAS INC	151253	VEH MAINT - AMB	266.78
BALL TIRE & GAS INC	151311	VEH MAINT - POLICE	15.00
BALL TIRE & GAS INC	151667	VEH MAINT - DPW	10.12
BALL TIRE & GAS INC	151720	VEH MAINT - AMB	15.00
BALL TIRE & GAS INC	151664	VEH MAINT - DPW	90.58
BERG ASSESSING & CONSULTING INC	070518	ASSESSING CONTRACTED SVCS 07/18	6,250.00
BP	53706812	GAS/FUEL - FIRE/AMB/EQ/MICU	10,206.61
BRETT MILLER	092518	TRAVEL EXPENSE - AMB	57.41
BRIAN CALDWELL	061018	TRAVEL EXPENSE - AMB	13.40
BRIAN CALDWELL	062818	TRAVEL EXPENSE - AMB	15.00
BRIAN CALDWELL	070818	TRAVEL EXPENSE - AMB	15.00
BRUCE TILLINGER	063018	PLUMB/MECH INSP SVCS 06/18	2,964.00
CALEB BORCHARD	062218	TRAVEL EXPENSE - AMB	133.89
CARQUEST AUTO PARTS	351742	VEH MAINT #57	26.89
CARQUEST AUTO PARTS	351889	VEH MAINT #66	65.49
CARQUEST AUTO PARTS	352016	VEH MAINT - DPW	(15.85)
CARQUEST AUTO PARTS	351977	VEH MAINT #56	12.66
CARQUEST AUTO PARTS	351978	VEH MAINT #36	67.08
CARQUEST AUTO PARTS	351990	VEH MAINT #56	12.66
CARQUEST AUTO PARTS	352006	VEH MAINT #16	61.96
CARQUEST AUTO PARTS	352031	VEH MAINT - FIRE EQ	4.50
CARQUEST AUTO PARTS	352032	VEH MAINT - AMB	16.70
CARQUEST AUTO PARTS	352034	VEH MAINT - POLICE	13.86
CARQUEST AUTO PARTS	352037	VEH MAINT - DPW	209.13
CARQUEST AUTO PARTS	352211	VEH MAINT - DPW	(16.38)
CARQUEST AUTO PARTS	352340	VEH MAINT - DPW	(168.34)
CARQUEST AUTO PARTS	352378	VEH MAINT #56	(12.66)
CARQUEST AUTO PARTS	352325	VEH MAINT - DPW	168.34
CARQUEST AUTO PARTS	352326	MAINT - CEMETERY	22.77
CARQUEST AUTO PARTS	352339	VEH MAINT - DPW	296.25
CARQUEST AUTO PARTS	352349	VEH MAINT #75	19.80
CARQUEST AUTO PARTS	352488	VEH MAINT - DPW	(61.02)
CARQUEST AUTO PARTS	352445	VEH MAINT - DPW	36.01

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VENDOR	INVOICE #	DESCRIPTION	AMOUNT
CARQUEST AUTO PARTS	352447	VEH MAINT - DPW	142.99
CARQUEST AUTO PARTS	352616	VEH MAINT #82	19.94
CARQUEST AUTO PARTS	352617	VEH MAINT #82	19.94
CARQUEST AUTO PARTS	352642	VEH MAINT - DPW	21.03
CARQUEST AUTO PARTS	352655	VEH MAINT - DPW	2.38
CARQUEST AUTO PARTS	352875	VEH MAINT - DPW	(36.01)
CARQUEST AUTO PARTS	353355	VEH MAINT - AMB	436.09
CARQUEST AUTO PARTS	353462	VEH MAINT - AMB	(118.80)
CARQUEST AUTO PARTS	353512	VEH MAINT #81	19.61
CARQUEST AUTO PARTS	353516	VEH MAINT - AMB	27.20
CARQUEST AUTO PARTS	353625	VEH MAINT - AMB	99.04
CARQUEST AUTO PARTS	353843	SUPPLIES - PARKS	6.37
CARQUEST AUTO PARTS	353844	BRIDGE MAINT - MAJ ST	59.76
CARQUEST AUTO PARTS	354029	VEH MAINT - POLICE	3.11
CARQUEST AUTO PARTS	354062	SUPPLIES - CITY HALL	5.45
CARQUEST AUTO PARTS	354115	SUPPLIES - CITY HALL	1.82
CARQUEST AUTO PARTS	354178	VEH MAINT - AMB	5.68
CARQUEST AUTO PARTS	354179	VEH MAINT - DPW	26.74
CHARTER COMMUNICATIONS	2978 07/18	WATER TWR INTERNET SIGNALS	504.88
CITY OF ALPENA	214-002 0618	SEW/WATER - THOMPSON PK	35.00
CITY OF ALPENA	1016-001 0618	SEW/WATER - MARINA S	250.88
CITY OF ALPENA	1016-002 0618	SEW/WATER - MARINA N	120.64
CITY OF ALPENA	1017-001 0618	SEW/WATER - MARINA N	70.88
CITY OF ALPENA	1018-001 0618	SEW/WATER - BOAT HARBOR	84.48
CITY OF ALPENA	1019-001 0618	SEW/WATER - HARBOR DR	35.88
CITY OF ALPENA	1020-001 0618	SEW/WATER - FISH CLN STN	2,500.88
CITY OF ALPENA	1021-001 0618	SEW/WATER - BH RESTROOMS	503.03
CITY OF ALPENA	1027-001 0618	SEW/WATER - FLOATING DOCKS	973.13
CITY OF ALPENA	1028-001 0618	SEW/WATER - BANDSHELL	192.38
CITY OF ALPENA	4211-001 0618	SEW/WATER - CITY HALL	1,452.18
CITY OF ALPENA	4211-002 0618	SEW/WATER - CITY HALL	374.32
CITY OF ALPENA	4212-001 0618	SEW/WATER - SEWAGE	1,221.33
CITY OF ALPENA	9364-001 0618	SEW/WATER - BANDSHELL IRR	95.24
CITY OF ALPENA	10344-001 06/18	SEW/WATER - DDA	48.03
COMERICA BANK	071718	HEALTH ACTUARY FUND	277,033.00
CONTROL SOLUTIONS INC	6673	MAINT - CITY HALL	177.50
DANIEL HIBNER	061918	TRAVEL EXPENSE - AMB	72.67
DE LAGE LANDEN FINANCIAL SERVICES	59744604	COPIER LEASE 07/18 - DDA	56.55
DEAN ARBOUR FORD LINCOLN MERCURY	25121	VEH MAINT - AMB	33.63
DEAN ARBOUR FORD LINCOLN MERCURY	25129	VEH MAINT - AMB	32.92
DONALD H GILMET	063018	MILEAGE 06/18	155.87
DOUGLAS KRUEGER	050318	TRAVEL EXPENSE - AMB	139.35
DOUGLAS KRUEGER	061518	TRAVEL EXPENSE - AMB	128.49
DOUGLASS SAFETY SYSTEMS LLC	42767	MAINT - AMB	140.00
EAGLE SUPPLY CO	107289	SUPPLIES - FIRE/AMB	92.87
FAMILY ENTERPRISE EMBROIDERY	60889	UNIFORMS - PUBLIC WORKS	393.57
FASTENAL COMPANY	MIALP158237	VEH MAINT - DPW	63.60
FEDERAL EXPRESS	6-236-72182	SHIPPING FEES	95.30
FRANCIS ROSINSKI	063018	ELECTRICAL INSP SVCS 06/18	2,966.00
FRONTIER	4175 07/18	TELEPHONE - FIRE/AMB	38.83
FRONTIER	5445 07/18	TELEPHONE - FIRE/AMB	69.13
FRONTIER	7204 07/18	ELEVATOR TELEPHONE - CITY HALL	54.38
FRONTIER	7430 07/18	ELEVATOR TELEPHONE - PUBLIC SAFETY	54.38
FRONTIER	9535 07/18	TELEPHONE - SEWER	515.64
GAIL BUVIA PRETZER	071018	STARLITE RENT REFUND	50.00
GEORGIES TOWING & WRECKER SVC	552627	IMPOUND TOWING - POLICE	50.00
GREG SUNDIN	062818	ROTARY CLUB DUES REFUND	225.00
HAROLD KNOPP	070618	TRAVEL EXPENSE - AMB	57.69
HUNT TREASURER	070518	FY 18-19 CONTRIBUTION - POLICE	3,125.00
HURON HUMANE SOCIETY	070518	FY 18-19 CONTRIBUTION	4,250.00
INTERSTATE BATTERY SYSTEM INC	23408106	VEH MAINT - DPW	103.96
JAMES STACHLEWITZ	062618	TRAVEL EXPENSE - AMB	76.58
JASON ROUSE	053018	TRAVEL EXPENSE - AMB	220.71
JASON ROUSE	061118	TRAVEL EXPENSE - AMB	45.00
JASON ROUSE	061518	TRAVEL EXPENSE - AMB	30.00
JEFFERY KING	042218	TRAVEL EXPENSE - AMB	111.04
JEFFERY KING	070418	TRAVEL EXPENSE - AMB	29.93
KCI	270500	POSTAGE/TAX MAILING SVCS	1,324.99
L & S TRANSIT MIX CO	56400	SUPPLIES - CEMETERY	46.80
L & S TRANSIT MIX CO	56448	MAINT - MAJ ST	42.00
L & S TRANSIT MIX CO	251754	MAINT - MAJ ST	178.25
L & S TRANSIT MIX CO	56481	MAINT - MAJ ST	42.00

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VENDOR	INVOICE #	DESCRIPTION	AMOUNT
L & S TRANSIT MIX CO	251667	MAINT - MAJ ST	178.25
LAKE STATE RAILWAY CO	121682	2018 RR SIGNAL MAINT - MAJ ST	11,993.00
LAPPAN AGENCY INC	600950	UST INSURANCE - MARINA	2,294.00
LARRY SANDERSON	626174	BIKE RACK DISTRIBUTION - DDA	180.00
LINES & DRIPS	18-00150	SUPPLIES - DDA	106.25
MACARTHUR CONSTRUCTION INC	2018-03A	SEW/WATER MAINS - FOURTH/FIFTH/BEDFOI	209,363.94
MASTERS & LALONDE SHOES	42961	UNIFORMS - FIRE/AMB	49.00
MCDONALD BROS COLLISION	879305	SUPPLIES - FIRE	6.99
MCDONALD BROS COLLISION	879735	VEH MAINT - AMB	11.38
MERIDIAN CONTRACTING SERVICES LLC	1726	FACADE RENOVATION - ALPENA FURNITURE	100,000.00
MERIDIAN CONTRACTING SERVICES LLC	2018-05A	STARLITE WALKWAY IMPROVEMENTS	20,000.00
MERIDIAN CONTRACTING SERVICES LLC	071118	FACADE RENOVATION - ALPENA FURNITURE	20,338.44
MERIDIAN RESTORATION LLC	071118	FACADE RENOVATION - ALPENA FURNITURE	21,675.75
MICHAEL KIELISZEWSKI	063018	MILEAGE 06/18	127.53
MICHAEL MANCHESTER	060118	TRAVEL EXPENSE - AMB	10.95
MICHAEL MANCHESTER	070418	TRAVEL EXPENSE - AMB	12.41
MICHAEL SANDERS	060718	TRAVEL EXPENSE - AMB	88.34
MICHAEL SANDERS	062118	TRAVEL EXPENSE - AMB	53.81
MICHAEL TOROK	063118	TRAVEL EXPENSE - AMB	90.00
MICHIGAN ASSOCIATION OF PLANNING	01097 07/18	2018-19 DUES - PLAN COMM	650.00
MICHIGAN CAT	PD8830010	VEH MAINT #65	92.05
MICHIGAN ELECTION RESOURCES	40172	ELECTION SUPP - CLERK/TREAS	51.72
MICHIGAN RURAL EMS NETWORK	77	SUPPLIES - AMB	800.00
MICHIGAN STATE POLICE	551-518617	SOR REGISTRATION - POLICE	765.00
MID MICHIGAN MEDICAL CENTER-ALPENA	06052018	SUPPLIES - AMB DISP	640.00
MILLER OFFICE MACHINES	AR3472	COPIER MAINT 06/18 - CH/PSF	371.46
MILLER OFFICE MACHINES	AR3547	SUPPLIES - DDA	26.58
NEMROC INC	25897	MAINT - PARKS	200.00
NORTHERN CLEANING & MAINTENANCE	070118	MAINT - DDA	80.00
NORTHERN TOOL SALES & RENTALS	71169A	SUPPLIES - CEMETERY	9.99
OFFICE DEPOT	112258074001	SUPPLIES - POLICE	25.98
OFFICE DEPOT	112403451001	SUPPLIES - AMB	31.90
OFFICE DEPOT	112467575001	SUPPLIES - PUBLIC SAFETY	7.27
OFFICE DEPOT	113942940001	SUPPLIES - POLICE	76.72
OFFICE DEPOT	114365955001	SUPPLIES - FIRE/AMB	139.99
OFFICE DEPOT	121939022001	SUPPLIES - POLICE	4.59
OFFICE DEPOT	123818108001	SUPPLIES - PUBLIC SAFETY	42.42
OFFICE DEPOT	125702709001	SUPPLIES - PUBLIC SAFETY	23.97
OFFICE DEPOT	126078282001	SUPPLIES - POLICE	18.70
OFFICE DEPOT	134786596001	SUPPLIES - PUBLIC SAFETY	34.44
OFFICE DEPOT	140705798001	SUPPLIES - PUBLIC SAFETY	20.01
OFFICE DEPOT	142906320001	SUPPLIES - PUBLIC SAFETY	24.57
OFFICE DEPOT	142939374001	SUPPLIES - PUBLIC SAFETY	27.07
OFFICE DEPOT	145250178001	SUPPLIES - FIRE/AMB	11.22
OFFICE DEPOT	148714663001	SUPPLIES - PUBLIC SAFETY	21.59
OFFICE DEPOT	153485848001	SUPPLIES - POLICE	25.98
OFFICE DEPOT	156835301001	SUPPLIES - POL/FIRE/AMB	139.62
OMEGA ELECTRIC & SIGN CO INC	11406	VOLLEYBALL CT LIGHT INST	14,500.00
OSSINEKE HARDWARE & BUILDING SUPPLY	C18822	SUPPLIES - PARKS	180.00
PRATTSCAPE LLC	2018-3	TREE PLANTING - MAJ/LOC ST/PKS	4,950.00
PRESQUE ISLE ELECTRIC & GAS CO	81166373 0618	ELECTRIC - AIR BASE	35.25
Q+M	463	MARKETING PLAN - DDA	2,425.00
R S SCOTT ASSOCIATES INC	4-10727	TOPO SURVEY - PARK PL	900.00
RAFTELIS FINANCIAL CONSULTANTS INC	10165	WATER RATE NEGOTIATIONS	19,760.00
RAPID RESULTS	7339	DRUG/ALCOHOL SCREENS - PW/PKS	125.00
ROBERT EDMONDS	060618	TRAVEL EXPENSE - AMB	68.36
RYAN WRIGHT	061318	TRAVEL EXPENSE - AMB	14.01
SCHINDLER ELEVATOR CORPORATION	8104822083	ELEVATOR MAINT - PUBLIC SAFETY	2,567.88
SHELL	6133807	UNLEADED GAS/FUEL-POL/F/A/GEN/DPW	5,481.16
STANDARD ELECTRIC CO	480391-01	CANOPY SNOW MGMT SYSTEM - POLICE	1,123.00
STATE OF MICHIGAN	070618	PAYMENT IN LIEU OF TAXES	66,438.22
SUPERIOR IMAGE CLEANING	063018	CLEANING-CH/PSF/PW/PKS/TRLHD/BH/BRIDC	3,328.73
TERMINAL SUPPLY CO	36215-00	VEH MAINT - DPW	180.78
THE ALPENA NEWS	DC1107 06/18	PUBLISHING/ADVERTISING	1,722.61
THE ALPENA NEWS	0102ALP2010 08/18	SUBSCRIPTION - DDA	231.40
THOMPSONS LINEN SERVICE	70483 06/18	UNIFORMS-PW/CEM/PKS/EQ	280.88
THUNDER BAY BLOCK PRODUCTS	16-1504	SUPPLIES - CEMETERY	193.70
TIM SCHEPKE	062618	BIKE RACK REPAIRS - DDA	770.00
TIM SLOSSER	052818	TRAVEL EXPENSE - AMB	72.26
TIMOTHY MARQUARDT	032818	TRAVEL ADVANCE - POLICE	75.00
UNIFIRST CORPORATION	1394893 06/18	SUPP/MAINT - CH/PSF/PW/EQUIP	367.60
UNITED STATES TREASURY	38-6004519 18-19	PCOR FEE	9.04

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VENDOR	INVOICE #	DESCRIPTION	AMOUNT
UTILITY SERVICE CO INC	451421	MAINT - WATER TANKS	9,870.72
UTILITY SERVICE CO INC	451422	MAINT - WATER TANKS	7,621.57
VISA/ELAN FINANCIAL SERVICES	1104 07/18	TRAVEL EXPENSE/WEBINAR - MGR	321.00
VISA/ELAN FINANCIAL SERVICES	3610 07/18	SUPP/PROMO/MAINT - DDA	140.28
VISA/ELAN FINANCIAL SERVICES	6116 07/18	SUPP/TR EXP/INSTR FEE - F/A	219.69
VISA/ELAN FINANCIAL SERVICES	6134 07/18	SUPPLIES - IT	1,112.10
VISA/ELAN FINANCIAL SERVICES	7337 07/18	SUPP/FOOD/SERVICE - PLANNER	222.27
VISA/ELAN FINANCIAL SERVICES	7653 07/18	TRAVEL EXP/FOOD/SERVICE - C/T	113.27
WISE HEATING & COOLING INC	2783-1176	MAINT - PUBLIC SAFETY BLDG	285.00
WITMER PUBLIC SAFETY GROUP	E1727381	UNIFORMS - FIRE	741.15
WITMER PUBLIC SAFETY GROUP	E1727032	UNIFORMS - AMB	32.87
YOUNG GRAHAM & WENDLING PC	21055	WATER RATE NEGOTIATIONS	893.00

Total: 959,725.94



1675 Green Road
Ann Arbor, MI 48105-2530
T 734.662.3246 | 800.653.2483
F 734.662.8083
mml.org

to	Members of the MML Workers' Compensation Fund	from	Michael J. Forster
cc		date	June 25, 2018
pages	1	subject	2018 Fund Trustee Election

Dear Fund Member:

Enclosed is your ballot for this year's Board of Trustees election. Three (3) incumbent Trustees have agreed to seek re-election. You also may write in one or more candidates if you wish.

A brief biographical sketch of each candidate is provided for your review.

I hope you will affirm the work of the Nominating Committee by returning your completed ballot in the enclosed return envelope, no later than August 10. You may also submit your ballot online by going to www.mml.org. Click on *Insurance*, then *Workers' Compensation Fund*; the official ballot is located in the left navigation bar under *Online Forms*.

Thank you for your membership in the Worker's Compensation Fund, and for participating in the election of your governing board.

Sincerely,

Michael J. Forster

Fund Administrator

THE CANDIDATES
Two-year terms beginning October 1, 2018



Christine Burns, Village Manager, Village of Spring Lake

Christine has more than 25 years of experience as a municipal official. Christine has been the village manager of Spring Lake since 2012 after serving the City of Cedar Springs for more than five years and the Village of Oxford for nearly two years. She also served the City of Clare for more than 14 years. Chris graduated from Central Michigan University with the BS in BA majoring in Management (1990) and earned her MSA in Public Administration from CMU in 2006. *Fire Up Chips!* Chris is a member of the Michigan Municipal Executives (MME), International City/County Management Association (ICMA) and holds a Certified Master Municipal Clerk designation; she has also served as the President for the West MI Local Government Management Association and has served on the Board of Directors for MME. Christine is seeking re-election to her third term.



Todd Campbell, City Manager, City of Saline

Todd has 20 years of experience as a municipal official, serving the City of Saline for the last 10 years. He has also served as Village Manager for the Village of Homer, Assistant City Manager for the City of Greenville and Assistant City Manager for the City of Sturgis. Todd has a Bachelor of Arts degree from Hope College and a Masters of Public Administration degree from Central Michigan University. Todd is a past president of the Rotary Club of Saline, past president of the Saline Coalition for a Quality Community, a member of the Saline Area Chamber of Commerce Board of Directors, a member of the Saline Main Street Board of Directors and a volunteer football coach for Saline High School. Todd is a member of the Michigan Municipal Executives and the International City Management Association. Todd is seeking election to his first full term.



Lee Kilbourn, Mayor, City of Auburn

Lee Kilbourn has been mayor of Auburn since 2011 and is past president of the Michigan Association of Mayors. He previously served as mayor when elected in 1981. Kilbourn has served on several community organizations and the Auburn-Williams Fire District for 25 years. He is currently a member of the Auburn-Williams Lions Club, the Auburn Downtown Development Authority, and the Auburn-Williams Intergovernmental Committee. Kilbourn graduated from Oral Roberts University with a bachelor's degree in business. He and his wife, Kathy, are second generation owners of their family's 57-year-old furniture business and proud grandparents of two children. Lee is seeking election to his first full term.

Michigan Municipal League
Workers' Compensation Fund

OFFICIAL BALLOT - 2018

Vote for three Trustees by marking the line
to the left of the name for four year terms
beginning October 1, 2018.

____ Christine Burns, Incumbent
Manager, Village of Spring Lake

____ Todd Campbell, Incumbent
Manager, City of Saline

____ Lee Kilbourn, Incumbent
Mayor, City of Auburn

Write-in Candidate

I hereby certify that:

(Municipality/Agency)

by action of its governing body, has
authorized its vote to be cast for the above
persons to serve as Trustees of the Michigan
Municipal League Workers' Compensation
Fund.

Official Signature

Date:

**Ballot deadline:
August 10, 2018**



RICK SNYDER
GOVERNOR

State of Michigan
Bureau of State Lottery
101 E. Hillsdale • P.O. BOX 30023 • Lansing, Michigan 48909
www.michigan.gov/cg • (517) 335-5780 • FAX (517) 267-2285



BRIAN NEILL
COMMISSIONER

June 20, 2018

Organization ID: 137928

George Stevens
Alpena Blue Line Club
101 Partridge Avenue
Alpena, MI 49707



Dear George Stevens:

We have received documentation to qualify your organization as a Local Civic organization to conduct licensed gaming events as allowed by Act 382 of the Public Acts of 1972, as amended.

To complete the qualification process, please submit the following information:

1. A copy of the organization's current Bylaws or Constitution, including membership criteria, signed and dated by your principal officer.
- ✓ 2. A copy of the letter from the IRS stating the organization is exempt from federal income tax under IRS code 501(c) or copies of one bank statement per year for the previous five years, excluding the current year, from 6/20/2013 to 6/20/2017.
- ✓ 3. A provision in your Bylaws, ^{Chap name?} Constitution, or Articles of Incorporation that states should the organization dissolve, all assets, and real and personal property will revert:
 - A. If exempt under 501(c)3, to another 501(c)3 organization.
 - B. If not exempt under 501(c)3, to the local government.
4. A copy of a resolution passed by the local government stating the organization is a recognized nonprofit organization in the community; form enclosed.
5. A revenue and expense statement for the previous 12 month period to prove all assets are used for charitable purposes, i.e. 990's, treasurer's report, audit. Do not send check registers or cancelled checks. Explain the purpose of each expenditure made to an individual. Once the organization has conducted licensed gaming events, the Bureau may require the organization to provide additional proof that all assets are being used for charitable purposes.
- ✓ 6. Proof of a current bank account in the name of the organization.

Please enclose a copy of this letter with the requested information and mail, fax to 517/267-2285, or email to CG-Additional-Info@michigan.gov. Be sure to include your organization ID number 137928 on all correspondence submitted to our office.

We look forward to working with you in the future. If you have any questions or need further assistance, please contact us at 517/335-5780.

Sincerely,

Charitable Gaming Division

LOCAL GOVERNING BODY RESOLUTION FOR CHARITABLE GAMING LICENSES
 (Required by MCL 432.103(K)(ii))

At a _____ meeting of the _____
REGULAR OR SPECIAL TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD

called to order by _____ on _____
DATE

at _____ a.m./p.m. the following resolution was offered:
TIME

Moved by _____ and supported by _____

that the request from _____ of _____,
NAME OF ORGANIZATION CITY

county of _____, asking that they be recognized as a
COUNTY NAME

nonprofit organization operating in the community for the purpose of obtaining charitable

gaming licenses, be considered for _____
APPROVAL/DISAPPROVAL

APPROVAL	DISAPPROVAL
Yeas: _____	Yeas: _____
Nays: _____	Nays: _____
Absent: _____	Absent: _____

I hereby certify that the foregoing is a true and complete copy of a resolution offered and

adopted by the _____ at a _____
TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD REGULAR OR SPECIAL

meeting held on _____
DATE

SIGNED: _____
TOWNSHIP, CITY, OR VILLAGE CLERK

PRINTED NAME AND TITLE

ADDRESS

Memorandum



Date: July 11, 2018

To: Alpena City Council

Copy: Greg Sundin, City Manager

From: Don Gilmet, City Building Official

A handwritten signature in blue ink, appearing to be "Don Gilmet", is written over the name in the "From:" field.

Subject: Three year contract extension with Thunder Bay Shores Marine

As per the City Managers' State of the City Address, I have been negotiating a three year contract re-newel with the current operators of the City Boat Harbor. The new contract will begin September 1, 2018 and extend to August 31, 2021. One of the current partners of Thunder Bay Shores Marine, Mike Connolly, will be retiring at the end of the summer. The remaining partner, Rich McTaggart, will be operating the business under the same name, Thunder Bay Shores Marine. In order for him to be able to secure funding to purchase Mr. Connolly's share of the business, a three year contract was required. Everything will operate as it has in the past with regard to the new contract with the exception of the dates of the contract, and a 5% annual increase in the rental fee for the boat hoist. The money for the boat hoist rental goes directly into the Equipment Fund as this is where the money was obtained to purchase it. Changes from the previous contract as far as payments and dates are in red in the copy in your packet.

As with most Marina's in Northeastern Lake Huron, we continue to operate in a deficit. This is due to several factors such as the decreased amount of large boats utilizing marinas, fuel costs, changing fisheries and the like. The only good news is that the City Marina has been doing better during the last few years than neighboring marinas. While most have seen dramatic decreases, we have stayed relatively flat to a 10% increase in seasonal boaters. We continue to offer reduced rates and specials for transient boaters to entice them to stop and see us.

It is my recommendation, as City Building Official, that council approve the contract with Thunder Bay Shores Marine for three years.

CONTRACT DOCUMENTS

FOR THE CITY OF ALPENA

March 2018

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

CITY OF ALPENA'S MARINA MANAGEMENT AND OPERATIONS CONTRACT

This agreement entered into this _____ day of _____, 2018, between the City of Alpena and Thunder Bay Shores Marine for the operation of the City of Alpena's Marina, shall begin on September 1, 2018 and running through August 31, 2021.

I. Type of Marina

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

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

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

II. Payment

The contractor shall make payment to the City of Alpena equaling \$29,008.96 as outlined below. This amount includes \$4008.96 for rental of the City's boat hoist. The contractor shall make these payments per the outlined schedule. The payment for a given month shall be due and payable thirty (30) days after the end of that given month. After fifteen (15) days, the payment shall be subject to 5% late penalty of monthly total plus 1% carrying charge per month thereafter.

Payment Schedule: For the years **2018, 2019, 2020, 2021**

*Boat hoist rental amount has been increased by 5% to \$668.16 for the first year of this contract, (18-19). It will increase an additional 5% to \$701.56 in year two, (19-20) and 5% again in year three, (20-21) to 736.65.

PAYMENT	DUE	LATE PAYMENTS	BOAT HOIST	RENT	AMOUNT
Payment #1 – October 2018,19,20	November 30, 2018,19,20	December 15, 2018,19,20	*\$668.16	\$2,000	\$2,668.16
Payment #2 – May 2019,20,21	June 30, 2019,20,21	July 15, 2019,20,21	*\$668.16	\$2,000	\$2,668.16
Payment #3 June 2019,20,21	July 30, 2019,20,21	August 15, 2019,20,21	*\$668.16	\$5,000	\$5,668.16
Payment #4 – July 2019,20,21	August 30, 2019,20,21	September 15, 2019,20,21	*\$668.16	\$5,500	\$6,168.16
Payment #5 – August 2019,20,21	September 30, 2018,19,20,21	October 15, 2019,20,21	*\$668.16	\$5,500	\$6,168.16
Payment #6 – September 2018,19,20,21	October 30, 2018,19,20,21	November 15, 2018,19,20,21	*\$668.16	\$5,000	\$5668.16.

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

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

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

III. Equipment

The contractor shall be responsible for providing and maintaining in good working order and appearance all necessary equipment needed to manage and operate the Marina. Outside storage

of equipment, other than the travel lift, shall not be permitted.

IV. Food Stuffs

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

V. Advertising

The contractor shall advertise either in person, via internet or by mail to Yacht Clubs around the state in an effort to bolster usage at the harbor.

VI. Maintenance

A. Store/Office/Shop

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

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

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

B. Fish Cleaning Station/Boaters Restrooms/Boaters Lounge

The contractor shall be responsible for the cleaning of the boaters lounge, restrooms and the fish cleaning station. The contractor shall wash windows inside and out as needed, change light bulbs, sweep and mop floors daily or as needed, clean showers, sinks and toilets and keep toilet paper in dispensers. Contractor shall wipe down all surfaces on tables, counters and walls as needed. The contractor shall be responsible for their own cleaning supplies. Light bulbs and toilet paper will be provided by the city. These areas shall be kept in an exceptionally clean and attractive appearance for the users.

C. Sewage Pump out System:

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

Marina.

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

D. Marina Grounds:

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

E. Harbor Basin/rip-rap shoreline:

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

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

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

The contractor shall also provide for (at the contractor's expense), to include garbage bags, the regular removal of trash from the docks, boaters lounge, boaters restrooms and other specified locations on the marina grounds. Trash from these locations shall be placed in a dumpster supplied onsite by the City near the Fish Cleaning Station. Trash shall not be allowed to accumulate outside of the designated disposal area nor shall it be allowed to accumulate to a height beyond the holding capacity of a closed dumpster. The contractor shall coordinate with the Department of Public Works to ensure efficient trash disposal at the City Marina to the City's specifications.

The contractor shall make no outdoor, on-site storage of parts, equipment, or materials anywhere on the marina grounds. All storage shall be done inside the

marina building (backroom repair/storage areas). Any items requiring outdoor storage shall be transported to the City's DPW Service Facility and stored in empty cradles placed there by the contractor.

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

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

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

F Failed inspections.

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

VII. Utilities

The contractor shall be responsible for and pay for 100% of electric meter location number 07-007-07434. The City shall be responsible for 100% of the water and sewage expenses to the marina grounds. In the event the City decides to rent, lease or otherwise make occupied the apartment above the marina office, the City shall pay the marina operators \$ 50.00 per month towards the electric utilities. This shall commence the first month the unit is occupied and cease when it is vacant.

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

VIII. Insurance

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

INSURANCE REQUIREMENTS:

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

Worker's Compensation Insurance

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

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

The contractor agrees to protect, defend, indemnify and hold the City of Alpena and its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of, or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of the contractor's use and occupancy of the said premises, or its exercise of the rights and privileges hereby granted in this agreement. Without limiting the generality of the foregoing, any and all such claims, etc., relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order,

rule or regulation, or decree of any courts, shall be included in the indemnity hereunder, whether due or claimed to be due to the negligence of the contractor, or the negligence of the City of Alpena, or the negligence of both the contractor and the City of Alpena, or the negligence of any other person or otherwise. This paragraph shall not, however, be construed as being applicable to liability for damage arising out of bodily injury to any person or damage to property of others resulting from the sole negligence of the City of Alpena, or by anyone for whose acts any of them may be liable.

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

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

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

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

IX. Personal Property Taxes

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

X. Dockage

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

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

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

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

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

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

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

The contractor shall be required to manage the State of Michigan Central Reservation System, as per the executed contract between the City of Alpena and the State of Michigan, Department of Natural Resources, which is attached for reference.

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

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

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

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

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

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

A. Marina Personnel

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

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

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

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

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

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

XI. Boat Launch Ramp

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

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

XII. Winter Storage

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

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

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

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

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

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

XIII. Festivals and Promotions

It is understood by the contractor that certain festivals occur at the City of Alpena's

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

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

XIV. Record Keeping

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

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

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

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

XV. Camping

No camping shall be permitted on the premises.

XVI. Further Expansion

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

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

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

XVII. Term of Agreement

It is agreed between the City and contractor that this agreement shall run from September 1, 2018 through August 31, 2021 for the purpose of operating the marina.

XVIII. Non-Assignability of Agreement

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

XIX. Subcontracting

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

XX. Amendment of Agreement

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

XXI. Default

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

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

XXII. Failure to Perform

In the event that the contractor fails to properly execute any of the requirements of this agreement, the City shall notify the contractor, in writing, of his failure to perform and shall give the contractor 10 calendar days (unless specifically noted elsewhere in this agreement) to correct

the situation. If the contractor has not resolved the problem after the allowed time period, the City shall have the right to correct the problem itself and bill the contractor, or shall have the right to hire a different contractor to resolve the problem, and the cost of doing so shall then be billed to the contractor.

XXIII. Termination

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

XXIV. Non-discrimination

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

XXV. Non-Waiver

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

XXVI. Severability

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

XXVII. No Partnership or Joint Venture

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

XXIX. Understanding and Agreements

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

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

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

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

City of Alpena
Owner

Thunder Bay Shores Marine
Contractor

By:
Matthew J. Waligora, Mayor

By:
Richard McTaggart, Owner

By:
Anna Soik, Clerk/Treasurer/
Finance Director

400 E. Chisholm Street
Business Address

208 N. First Avenue
Business Address

Alpena, MI 49707
City, State, Zip

Alpena, MI 49707
City, State, Zip

989-356-0551