

ALPENA CITY COUNCIL MEETING

August 7, 2023 – 6:00 p.m.

AGENDA

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

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

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

Access Code: 667-050-061

1. Call to Order.
2. Pledge of Allegiance.
3. Approval of and Proposed Modifications to the Agenda.
4. Approval of the Minutes – Regular Session of July 17, 2023.
5. Citizens Appearing Before Council on Agenda and Non-Agenda Items (Citizens Shall be Allowed a Maximum of Five (5) Minutes Each to Address Their Concerns. This is the Only Time During a Council Meeting that Citizens are Allowed to Address the Council).
6. Public Hearing.
7. Consent Agenda.
 - A. Bills to be Allowed, in the Amount of \$790,192.32, and Authorize Mayor Waligora and Clerk Soik to Sign.
 - B. Approval of City Manager Rachel Smolinski as the Voting Delegate and Mayor Matthew Waligora as an Alternate Voting Delegate for the Annual Michigan Municipal League Meeting on October 18, 2023.
 - C. Mayoral Reappointment of Todd Britton to the Downtown Development Authority for a 4-Year Term Expiring on August 1, 2027.
 - D. Renewal of Auditing Services with Straley Lamp & Kraenzlein P.C. for Fiscal Year 2023/24.
 - E. Budget Amendment Request to Carry Over \$48,000 from the FY23 Budget to FY24 for the demolition of 214 W. Lake Street in the General Fund.
 - F. Budget Amendment Request to Carry Over \$19,050 from the FY23 Budget to FY24 for functional fitness equipment and water rescue initiative projects in the General Fund.
 - G. Approval of the Grant Agreement with the State Land Bank Authority and Authorize City Manager Rachel Smolinski to Sign.
8. Presentations.
9. Announcements.
10. Mayoral Proclamation.
11. Report of Officers.
12. Communications and Petitions.
13. Unfinished Business.
14. New Business.

- A. Approval of Brendan Mac's Request to Close Down Second Avenue Bridge for Fifteen Minutes and to Close Down Second Avenue to Fresh Palate for an Hour to Shoot a Music Video on September 4, 2023.
- B. Mich-e-ke-wis Shoreline Restoration Project – Samantha Nellis, Huron Pines.
- C. Electrical Permit Fee Schedule Revision – Montiel Birmingham, Director of Planning, Development and Zoning.

15. Adjournment.



Rachel Smolinski
City Manager

COUNCIL PROCEEDINGS

July 17, 2023

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

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

Absent: None.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

APPROVAL OF THE AGENDA

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

Motion carried 5-0.

MINUTES

The minutes of the regular session of July 03, 2023, were approved as printed.

CONSENT AGENDA

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

- A. Bills to be allowed, in the amount of \$413,700.31, and authorize Mayor Waligora and Clerk Soik to sign.
- B. Approval of Resolution No. 2023-12, which accepts the terms of the Land and Water Conservation Fund Development Project Agreement with the Michigan Department of Natural Resources, and authorize City Manager Rachel Smolinski to sign.
- C. Approval of the Michigan Boating Pumpout Grant Program Project Agreement with the Michigan Department of Natural Resources and authorize City Manager Rachel Smolinski to sign.
- D. Cast the following votes to the Michigan Municipal League Workers' Compensation Fund Board of Trustees: Christine Burns, Appointee, Manager of the Village of Spring Lake, Juan Ganum, Appointee, Manager of the City of Bridgman; Kevin Klynstra, Appointee,

Mayor of the City of Zeeland; Devin Olson, Incumbent, Manager of the City of Munising; Adam Smith, Incumbent, Manager/Municipal Executive of the City of Grand Ledge; and David Tossava, Incumbent, Mayor of the City of Hastings.

Motion carried 5-0.

MICH-E-KE-WIS SHORELINE RESTORATION PROJECT

Moved by Mayor Pro Tem Johnson, seconded by Councilmember Walchak, to receive and file [the presentation by representatives from Huron Pines].

Motion carried 5-0.

HOUSING NEEDS ASSESSMENT

Moved by Mayor Pro Tem Johnson, seconded by Councilmember Walchak, to receive and file the Housing Needs Assessment.

Motion carried 5-0.

2022/23 TARGET SEMI-ANNUAL REPORT

Moved by Mayor Pro Tem Johnson, seconded by Councilmember Mitchell, to receive and file the Target Alpena report.

Motion carried 5-0.

FOURTH QUARTER FY23 FINANCIAL REPORT

Moved by Mayor Pro Tem Johnson, seconded by Councilmember Nowak, to receive and file the fourth quarter FY23 [financial] report.

Motion carried 5-0.

WATER RECYCLING PLANT SCADA INSTALLATION PROPOSALS

On July 10, 2023, the City received and opened proposals for the design/engineering, purchase, and installation of Supervisory Control and Data Acquisition (SCADA) related upgrades to the City of Alpena Water Recycling Plant. The following proposals were received:

| | | |
|------------------------|-------------|--------------|
| Tempest Enterprises | Gaylord, MI | \$362,344.17 |
| BVB Process Automation | Portage, MI | \$1,300,000 |

J. Ranck Electric Mt. Pleasant, MI \$3,181,319

Moved by Councilmember Nowak, seconded by Councilmember Walchak, to award the Water Recycling Plant SCADA installation to Tempest Enterprises in the amount of \$362,344.17.

Motion carried 5-0.

RECESS

The Municipal Council recessed from 7:11 p.m. to 7:19 p.m.

RECONVENE IN CLOSED SESSION

Moved by Councilmember Nowak, seconded by Councilmember Mitchell, to adjourn to closed session to discuss collective bargaining agreements for the Police Command and Patrol Units.

Motion carried 5-0.

RECONVENE IN OPEN SESSION

The Municipal Council reconvened in open session at 8:02 p.m.

PATROL OFFICERS COLLECTIVE BARGAINING AGREEMENT

Moved by Councilmember Nowak, seconded by Mayor Pro Tem Johnson, to approve the [terms of the 3-year] contract for the [Alpena] Police Patrol [Officers Division affiliated with the Michigan Fraternal Order of Police Labor Council].

Motion carried 5-0.

ADJOURNMENT

On motion of Councilmember Nowak, seconded by Mayor Pro Tem Johnson, the Municipal Council adjourned at 8:03 p.m.

Matthew Waligora
Mayor

ATTEST:

Anna Soik
City Clerk

INVOICE REGISTER

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EXP CHECK RUN DATES 07/25/2023 - 07/28/2023

BOTH JOURNALIZED AND UNJOURNALIZED

PAID - CHECK TYPE: PAPER CHECK

| VENDOR | INVOICE # | DESCRIPTION | AMOUNT |
|-------------------------------|------------|--|-----------|
| ALPENA POWER COMPANY | 072723 | ELECTRIC | 7,632.25 |
| CAPITAL REAL ESTATE TAX | 07/25/2023 | 2023 Sum Tax Refund 092-297-000-061-00 | 628.35 |
| CAPITAL REAL ESTATE TAX | 07/25/2023 | 2023 Sum Tax Refund 093-347-000-037-00 | 1,808.40 |
| CORELOGIC CENTRALIZED REFUNDS | 07/28/2023 | 2023 Sum Tax Refund 093-427-000-240-00 | 982.20 |
| DTE ENERGY | 072723 | NATURAL GAS | 2,840.95 |
| FRONTIER | 2793 07/23 | TELEPHONE - POL/FIRE/EMS | 109.64 |
| RICH GARY R ET AL | 07/25/2023 | 2023 Sum Tax Refund 091-016-000-721-00 | 5,596.39 |
| VERIZON WIRELESS | 9939264668 | CELL PHONE | 449.67 |
| VERIZON WIRELESS | 9939264669 | CELL PHONES/IPADS | 2,550.49 |
| WESLEY SMITH | 07/26/2023 | 2023 Sum Tax Refund 093-637-000-829-00 | 1,019.45 |
| Total: | | | 23,617.79 |

INVOICE REGISTER

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

BOTH JOURNALIZED AND UNJOURNALIZED

OPEN - CHECK TYPE: PAPER CHECK

| VENDOR | INVOICE # | DESCRIPTION | AMOUNT |
|---------------------------------|-----------------|-------------------------------------|-----------|
| A-1 TREE SERVICE | 23-203 | BAGGED LAWN & LEAF PICKUP 07/23 | 10,100.00 |
| A-1 TREE SERVICE | 23-201 | STUMP GRINDING - MAJ/LOC ST | 4,950.00 |
| AIRGAS USA LLC | 5500259683 | CYLINDER RENTAL - FIRE/EMS | 20.61 |
| AIRGAS USA LLC | 9139942807 | SUPPLIES - EMS DISP | 51.16 |
| ALL MARINE AND STORAGE LLC | 450 | FUEL DOCK - MARINA | 500.00 |
| ALL MARINE AND STORAGE LLC | 531 | TRAVEL LIFT/STORAGE SVCS - MARINA | 1,001.00 |
| ALPENA ACE HARDWARE | 5931 | BLDG MAINT - PSF | 7.59 |
| ALPENA AGENCY INC | 42306 | CYBER LIABILITY - IT | 733.46 |
| ALPENA AREA CHAMBER OF COMMERCE | 24239 | GRANT WRITING SERVICES | 12,500.00 |
| ALPENA COUNTY TREASURER | 071723 | REFUND TAXES - BOR | 49.12 |
| ALPENA DIESEL SERVICE | 070723 | CREDIT - DUPLICATE PAYMENT | (61.75) |
| ALPENA DIESEL SERVICE | 78239 | VEH MAINT #40 | 230.29 |
| ALPENA DIESEL SERVICE | 78090 | SUPPLIES - EQ | 99.90 |
| ALPENA DIESEL SERVICE | 78189 | VEH MAINT - EQ | 283.99 |
| ALPENA DIESEL SERVICE | 78105 | VEH MAINT - EQ | 228.14 |
| ALPENA DIESEL SERVICE | 78088 | VEH MAINT #29 | 99.90 |
| ALPENA ELECTRIC MOTOR SERVICE | 2411 | LIFT STATIONS GRINDER PUMP | 3,706.00 |
| ALPENA GLASS CO INC | 395960 | MAINT - MARINA | 298.00 |
| ALPENA LAWN CARE & MAINTENANCE | 5245 | MOWING - CODE ENFORCEMENT | 1,050.00 |
| ALPENA LAWN CARE & MAINTENANCE | 5260 | MOWING - CODE ENFORCEMENT | 500.00 |
| ALPENA POWER COMPANY | 080823 | ELECTRIC | 16,974.98 |
| ALPENA SUPPLY CO | S100532244.001 | SUPPLIES - FIRE/EMS | 43.54 |
| ALPENA SUPPLY CO | S100528570.001 | MAINT - PARKS | 118.90 |
| ALPENA SUPPLY CO | S100516428.001 | MAINT - MARINA | 45.92 |
| ALPENA SUPPLY CO | S100521656.001 | VEH MAINT - WATER WAGON | 25.44 |
| ALPENA SUPPLY CO | S100520853.001 | MAINT - MARINA | 16.03 |
| ALPENA SUPPLY CO | S100520381.001 | MAINT - PARKS | 83.14 |
| ALPENA SUPPLY CO | S100520208.001 | MAINT - MARINA | 68.88 |
| ALPENA SUPPLY CO | S100521540.001 | MAINT - MARINA | 14.64 |
| ALPENA SUPPLY CO | S100520982.001 | SUPPLIES - MARINA | 77.52 |
| ALPENA SUPPLY CO | S100517050.001 | MAINT - PARKS | 951.98 |
| ALPENA SUPPLY CO | S100533463.001 | MAINT - PARKS | 255.21 |
| ALPENA SUPPLY CO | S100515701.001 | NEW SEWER SERVICES - SEWER | 36.85 |
| AMAZON CAPITAL SERVICES INC | 11P9-FCJ1-T6QG | SUPPLIES - DPW | 71.57 |
| AMAZON CAPITAL SERVICES INC | 1LNV-6TJK-N7CX | SUPPLIES - POL | 47.48 |
| AMAZON CAPITAL SERVICES INC | 147J-CH37-XNJL | WATER RESCUE INITIATIVE | 284.85 |
| AMAZON CAPITAL SERVICES INC | 163M-PJ4D-TQTY | VEH MAINT #123/103 | 29.99 |
| AMAZON CAPITAL SERVICES INC | 1KYD-K9YW-PV1Y | UNIFORMS - FIRE/EMS | 244.23 |
| AMAZON CAPITAL SERVICES INC | 1KYD-K9YW-PHTR | UNIFORMS - FIRE/EMS | 244.23 |
| AMAZON CAPITAL SERVICES INC | 1VVG-PHRV-HT9W | UNIFORMS - FIRE/EMS | 244.23 |
| AMAZON CAPITAL SERVICES INC | 1KL7-DP1W-HQ4G | UNIFORMS - FIRE/EMS | 195.06 |
| AMAZON CAPITAL SERVICES INC | 1L4H-GLW7-6V96 | SUPPLIES - POL | 98.70 |
| ANDREW MARCEAU | 072523 | CONT ED - FIRE/EMS | 63.82 |
| BELL EQUIPMENT COMPANY | P18084 | VEH MAINT - EQ | 1,302.09 |
| BELL EQUIPMENT COMPANY | P17912 | VEH MAINT - EQ | 852.28 |
| BOUND TREE MEDICAL LLC | 85013574 | SUPPLIES - EMS DISP | 49.50 |
| BOUND TREE MEDICAL LLC | 85021987 | SUPPLIES - EMS DISP | 175.00 |
| BOUND TREE MEDICAL LLC | 85015209 | SUPPLIES - EMS/DISP | 1,366.07 |
| BOUND TREE MEDICAL LLC | 85024977 | SUPPLIES - EMS DISP | 374.32 |
| BOUND TREE MEDICAL LLC | 85028295 | SUPPLIES - EMS DISP | 1,190.40 |
| BOUND TREE MEDICAL LLC | 85028296 | SUPPLIES - EMS DISP | 500.46 |
| BRIAN WILMOT | 072023 | STARLITE DEPOSIT REFUND | 100.00 |
| BRIDGET HOLLINSHEAD | 072523 | STARLITE DEPOSIT REFUND | 137.50 |
| BS&A | 148084 | SVC/SUPPORT FEE - FIXED ASSETS | 923.00 |
| CENTRAL POLY - BAG CORP | 293231 | SUPPLIES - PARKS | 2,238.40 |
| CHARTER COMMUNICATIONS | 005376201072123 | FAX LINE - DPW | 89.98 |
| CHARTER COMMUNICATIONS | 005372201072123 | FAX LINE - PUBLIC SAFETY | 39.99 |
| CHARTER COMMUNICATIONS | 005372701072123 | FAX LINE - CH | 79.98 |
| CHARTER TOWNSHIP OF ALPENA | 072023 | REIMB GARAGE NATURAL GAS - FIRE/EMS | 27.68 |
| CLEAR WATER LAKE MANAGEMENT INC | 3051 | ALGAE/WEED TREATMENT - MARINA | 1,135.00 |
| COLUMN SOFTWARE PBC | 35725COA-0097 | PUBLISHING/ADVERTISING - C/T | 157.58 |
| COMPASSUS | AP22-1456C | AMBULANCE REFUND | 397.76 |
| COMPASSUS | AP23-1132C | AMBULANCE REFUND | 655.45 |
| CONTINENTAL LINEN SERVICE | 70483 07/23 | RUG/UNIFORM CONT 07/23 | 892.28 |
| CURTIS EAGLE | AP23-1052C | AMBULANCE REFUND | 101.42 |
| DENNIS WYCKOFF | AP22-4013C | AMBULANCE REFUND | 200.00 |
| DTE ENERGY | 080823 | NATURAL GAS - DDA | 53.84 |
| EAGLE SUPPLY CO | 126298 | SUPPLIES - PSF | 1,807.84 |
| EAGLE SUPPLY CO | 126259 | SUPPLIES - DPW | 150.70 |
| EAGLE SUPPLY CO | 126258 | SUPPLIES - PARKS | 44.20 |
| EAGLE SUPPLY CO | 126187 | SUPPLIES - PARKS | 44.20 |

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

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OPEN - CHECK TYPE: PAPER CHECK

| VENDOR | INVOICE # | DESCRIPTION | AMOUNT |
|-------------------------------------|----------------|---------------------------------------|------------|
| EAGLE SUPPLY CO | 126190 | SUPPLIES - FIRE/EMS/POL/PARKS | 57.60 |
| EAGLE SUPPLY CO | 126244 | SUPPLIES - CH/POL/FIRE/EMS | 86.60 |
| EAGLE SUPPLY CO | 126276 | SUPPLIES - FIRE/EMS | 113.82 |
| EJ USA | 110230049555 | MAINT - WATER | 605.15 |
| EJ USA | 110230049554 | MAINT - WATER | 1,048.10 |
| ELIZABETH KEEN | AP22-3307C | AMBULANCE REFUND | 109.52 |
| EVERETT GOODRICH TRUCKING | 34947 | STORES - COLD PATCH | 1,452.00 |
| FASTENAL COMPANY | MIALP200386 | SUPPLIES - DPW | 108.86 |
| FASTENAL COMPANY | MIALP200163 | SUPPLIES - EQ | 114.75 |
| FASTENAL COMPANY | MIALP200338 | SUPPLIES - DPW | 125.72 |
| FRANKS KEY & LOCK SHOP INC | 47510 | SUPPLIES - STARLITE | 9.90 |
| FRANKS KEY & LOCK SHOP INC | 47538 | BLDG MAINT - PSF | 459.95 |
| GALLS LLC | 024805341 | UNIFORMS - POL | 84.94 |
| GALLS LLC | 024899230 | UNIFORMS - POL | 143.44 |
| GALLS LLC | 024898642 | UNIFORMS - FIRE/EMS | 106.95 |
| GARANTS OFFICE SUPPLIES & PRINTING | 72569 | SUPPLIES - DPW | 134.00 |
| GILMET CONSTRUCTION SERVICES | 080823 | BUILDING/ZONING/CODE SVCS 06/23 | 2,500.00 |
| HALLS SERV-ALL | 063023 | RENTAL FEE - PARKS | 2,987.50 |
| HAVILAND | 478460 | SODIUM HYPOCHLORITE - WATER | 9,595.76 |
| HOME DEPOT CREDIT SERVICES | 14236 | SUPPLIES - CEM | 63.90 |
| HOME DEPOT CREDIT SERVICES | 5063797 | SUPPLIES - PARKS | 153.49 |
| HOME DEPOT CREDIT SERVICES | 4063886 | SUPPLIES - CEM | 34.98 |
| HOME DEPOT CREDIT SERVICES | 4070083 | SUPPLIES - CH | 9.87 |
| HOME DEPOT CREDIT SERVICES | 624946 | SUPPLIES - FIRE/EMS | 4.08 |
| HOME DEPOT CREDIT SERVICES | 8625022 | WATER RESCUE INITIATIVE | 90.47 |
| HOME DEPOT CREDIT SERVICES | 8973228 | WATER RESCUE INITIATIVE | 68.98 |
| HOME DEPOT CREDIT SERVICES | 2023979 | SUPPLIES - FIRE/EMS | 48.31 |
| HOME DEPOT CREDIT SERVICES | 1111361 | SUPPLIES - DPW | 45.94 |
| HOME DEPOT CREDIT SERVICES | 4065135 | SUPPLIES - MARINA | 135.52 |
| HURON ENGINEERING AND SURVEYING INC | 5662 | SURVEY - WATER/SEWER MAINS | 5,737.50 |
| HURON ENGINEERING AND SURVEYING INC | 5661 | MAINT - MAJ ST | 5,460.59 |
| HURON VALLEY GUNS | 257007 | UNIFORMS - FIRE/EMS | 165.43 |
| HURON VALLEY GUNS | 257465 | UNIFORMS - FIRE/EMS | 304.71 |
| IAAI | 91326 | DUES - FIRE/EMS | 103.00 |
| INK AND TONER ALTERNATIVE | 23-2155 | SUPPLIES - IT | 146.97 |
| INTERSTATE BATTERY MID MICHIGAN | 23432750 | VEH MAINT - EQ | 141.00 |
| INTERSTATE BATTERY MID MICHIGAN | 23433153 | VEH MAINT - EQ | 417.00 |
| JANE GUYOTT | AP23-0579C | AMBULANCE REFUND | 662.70 |
| JANE MORTIMER | 080323 | STARLITE DEPOSIT REFUND | 100.00 |
| JANE REINHOLZ | AP23-0599C | AMBULANCE REFUND | 144.10 |
| JEAN DONAJKOWSKI | AP22-3373C | AMBULANCE REFUND | 95.25 |
| JEROMES TOWING | 23-2954 | TOWING - POLICE | 70.00 |
| JOAN BURT | AP22-1456C | AMBULANCE REFUND | 638.75 |
| KENDALL ELECTRIC INC | S113222632.001 | MAINT - LIGHTS | 44.13 |
| LESLIE ROLAND | 080323 | STARLITE DEPOSIT REFUND | 100.00 |
| LEXIPOL LLC | INVPRA118143 | ONLINE POLICE ACADEMY | 1,115.20 |
| MANAGEMENT & BEHAVIOR | 072823 | EMP EVALUATION - POLICE | 880.00 |
| MERIDIAN CONTRACTING SERVICES LLC | 2498 | DOOR INSTALLATION - WTP | 3,527.00 |
| MHR BILLING SERVICES | 4438 | BILLING 06/23 - EMS | 8,033.23 |
| MICHIGAN FIRE INSPECTORS SOCIETY | 072623 | MICHIGAN FIRE INSPECTORS SOCIETY CONI | 425.00 |
| MICHIGAN SHERIFFS' ASSOCIATION | 20230426 | TRAINING - EMS | 1,550.00 |
| MICHIGAN STATE POLICE | 551-619517 | SOR REGISTRATION - POLICE | 120.00 |
| MY MICHIGAN HEALTH | 071923 | HEARTSAVER CARDS - FIRE/EMS | 20.00 |
| NORTH CENTRAL MICHIGAN COLLEGE | SUMMER23#1 | COURSE TUITION - FIRE/EMS | 4,584.00 |
| NYE UNIFORM COMPANY | 854888 | UNIFORMS - FIRE/EMS | 22.54 |
| OMEGA ELECTRIC & SIGN CO INC | 27926 | MAINT - MARINA | 200.00 |
| OMEGA ELECTRIC & SIGN CO INC | 27949 | UNIFORMS - FIRE/EMS | 120.00 |
| OMEGA ELECTRIC & SIGN CO INC | 27983 | WAYFINDING SIGNAGE | 1,130.00 |
| PAMELA PEACE | AP23-0265 | AMBULANCE REFUND | 200.00 |
| PAYROLLORG | 335844 07/23 | MEMBERSHIP DUES - CLERK/TREAS | 298.00 |
| PNC FINANCIAL SERVICES GROUP | 071723 | RETIREE HEALTHCARE FUND | 276,157.00 |
| PRIORITY ONE EMERGENCY | 70096051 | UNIFORMS - FIRE/EMS | 281.97 |
| PRIORITY ONE EMERGENCY | 70096052 | UNIFORMS - FIRE/EMS | 281.97 |
| PRIORITY ONE EMERGENCY | 70096053 | UNIFORMS - FIRE/EMS | 339.96 |
| PRIORITY ONE EMERGENCY | 70096054 | UNIFORMS - FIRE/EMS | 364.71 |
| RACHEL WHEATON | 072523 | STARLITE DEPOSIT REFUND | 100.00 |
| REVIZE LLC | 16411 | WEBSITE TECH SUPPORT | 2,075.00 |
| SHANNON STUDLEY | 072023 | STARLITE DEPOSIT REFUND | 100.00 |
| SHIELD OCCUPATIONAL HEALTH | 16328 | DRUG SCREEN - DPW | 75.00 |
| SHIELD OCCUPATIONAL HEALTH | 16357 | DRUG SCREEN - DPW/MARINA | 75.00 |
| SPARTAN DISTRIBUTORS INC | 11880931 | MAINT - CEM | 113.98 |

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

BOTH JOURNALIZED AND UNJOURNALIZED

OPEN - CHECK TYPE: PAPER CHECK

| VENDOR | INVOICE # | DESCRIPTION | AMOUNT |
|----------------------------------|-----------------|---------------------------------------|------------|
| SPARTAN DISTRIBUTORS INC | 11880930 | MAINT - CEM | 59.31 |
| SPARTAN DISTRIBUTORS INC | 11880303 | MAINT - CEM | 521.26 |
| STAPLES | 8070258285 | SUPPLIES - C/T | 218.99 |
| STATE OF MICHIGAN | CARE1591REIM230 | CONST - MAJ ST | 27,238.40 |
| STEFFI LYNN TSAI | 388 | FRESH WAVES MURAL - DDA | 4,500.00 |
| STERICYCLE INC | 8004327217 | SHRED CONTAINER RENT/SVC 06/23 | 95.71 |
| STEVEN HALL | 080823 | MILEAGE 01-05/23 | 61.31 |
| STRALEY LAMP & KRAENZLEIN PC | 38330 | MONTHLY FEE 06/23 | 3,440.00 |
| SUMMIT FIRE PROTECTION | 121026402 | EXTINGUISHER MAINT CH/POL/FIRE/EMS/DP | 4,369.35 |
| SUMMIT FIRE PROTECTION | 121027447 | EXTINGUISHER MAINT - POL | 158.65 |
| SUMMIT FIRE PROTECTION | 121026403 | EXTINGUISHER MAINT - PSF | 174.60 |
| SUPERIOR FABRICATING INC | 15873 | MAINT - PARKS | 255.00 |
| SUPERIOR FABRICATING INC | 15840 | SUPPLIES - DDA | 750.00 |
| TENURGY LLC | ALP - 141 | UTILITY RATE SAVINGS 06/23 | 351.92 |
| TERRY GOUGEON | 072123 | SUPPLIES - WILDLIFE SANCTUARY BOARD | 24.21 |
| THE ALPENA NEWS | 060088 | PUBLISHING/ADVERTISING - TREAS | 349.02 |
| THE BOAT HOUSE MARINE & STORAGE | 8135 | MAINT - FIRE/EMS | 504.50 |
| THE BOAT HOUSE MARINE & STORAGE | 9833 | WATER RESCUE INITIATIVE | 58.29 |
| THE SHERWIN WILLIAMS CO | 9656-3 | MAINT - PARKS | 2,803.45 |
| THE SHERWIN WILLIAMS CO | 9647-2 | MAINT - WATER | 376.05 |
| THE SHERWIN WILLIAMS CO | 7417-7 | MAINT - WATER | 150.42 |
| THUNDER BAY ELECTRIC INC | 233181 | BOLLARD LIGHT EXT - WASHINGTON | 14,897.57 |
| TIME TO SHINE TOUCHLESS CARWASH | 4365 | VEH MAINT - POLICE | 440.00 |
| TRANSUNION RISK AND ALTERNATIVE | 200116-202306-1 | SUBSCRIPTION - POL | 75.00 |
| TRUGREEN PROCESSING CENTER | 179712012 | MAINT - CEMETERY | 44.67 |
| UP ENGINEERS & ARCHITECTS INC | 2301175 | DESIGN SVCS - BAYVIEW PARK PAVILION | 1,900.00 |
| VEOLIA WATER CONTRACT OPERATIONS | 9000105052 | CONTRACT OPERATIONS 06/23 | 22,953.75 |
| VEOLIA WATER CONTRACT OPERATIONS | 9000105690 | CONTRACT OPERATIONS 07/23 | 139,680.17 |
| VORTEX AQUATIC STRUCTURES | 55175 | MAINT - PARKS | 1,540.00 |
| WEINKAUF PLUMBING & HEATING INC | 24278 | BLDG MAINT - CH | 344.04 |
| WEX BANK/SPEEDWAY | 90939534 | GAS/FUEL-POL/FIRE/EMS/EQ/VEOLIA | 12,591.07 |
| WITMER PUBLIC SAFETY GROUP | INV289456 | UNIFORMS - FIRE/EMS | 220.15 |
| WOLVERINE FIREWORKS DISPLAY INC | 0031816-IN | FIREWORKS DISPLAY | 26,000.00 |
| WOLVERINE ICE COMPANY | 3760 | SUPPLIES - MARINA | 210.60 |
| WOLVERINE ICE COMPANY | 3030 | SUPPLIES - MARINA | 185.40 |

Total: 676,235.17

BOR REFUND RAN ON 07/25/23 108.49

**CHECKS RAN FROM 07/25/23-07/28/23 FOR UTILITIES AND BOR/PRE REFUNDS
(BREAKDOWN OF INVOICES ATTACHED) 23,617.79**

BENEFITS PAID ON 07/28/23 90,230.87

TOTAL FOR 08/07/23 COUNCIL MEETING 790,192.32

July 10, 2023

Michigan Municipal League Annual Meeting Notice

(Please present at the next Council, Commission or Board Meeting)

Dear Official:

The Michigan Municipal League Annual Convention will be held in Traverse City, October 18-20, 2023. The League's "**Annual Meeting**" is scheduled for 4:30 pm on Wednesday, October 18 in Governors' Hall A at the Grand Traverse Resort & Spa. The meeting will be held for the following purposes:

1. **Election of Trustees.** To elect five members of the Board of Trustees for terms of four years each (see #1 on page 2).
2. **Policy.** A) **To vote on the Core Legislative Principles document.**

In regard to the proposed League Core Legislative Principles, the document is available on the League website at <https://mml.org/resources-research/delegate/>. If you would like to receive a copy of the proposed principles by fax, please call Monica Druksis at the League at 800-653-2483.

B) If the League Board of Trustees has presented any resolutions to the membership, they also will be voted on. (See #2 on page 2.)

In regard to resolutions, member municipalities planning on submitting resolutions for consideration by the League Trustees are reminded that under the Bylaws, they must be submitted to the Trustees for their review by **September 18, 2023.**

3. **Other Business.** To transact such other business as may properly come before the meeting.

Designation of Voting Delegates

Pursuant to the provisions of the League Bylaws, you are requested to designate by action of your governing body one of your officials who will be in attendance at the Convention as your official representative to cast the vote of the municipality at the Annual Meeting, and, if possible, to designate one other official to serve as alternate. Please submit this information through the League website by visiting <https://mml.org/resources-research/delegate/> **no later than September 18, 2023.**

We love where you live.



Regarding the designation of an official representative of the member to the annual meeting, please note the following section of the League Bylaws:

"Section 4.4 - Votes of Members. Each member shall be equally privileged with all other members in its voice and vote in the election of officers and upon any proposition presented for discussion or decision at any meeting of the members. Honorary Members shall be entitled to participate in the discussion of any question, but such members shall not be entitled to vote. The vote of each member shall be cast by its official representative attending the meeting at which an election of officers or a decision on any proposition shall take place. Each member shall, by action of its governing body prior to the annual meeting or any special meeting, appoint one official of such member as its principal official representative to cast the vote of the member at such meeting, and may appoint one official as its alternate official representative to serve in the absence or inability to act of the principal representative."

1. Election of Trustees

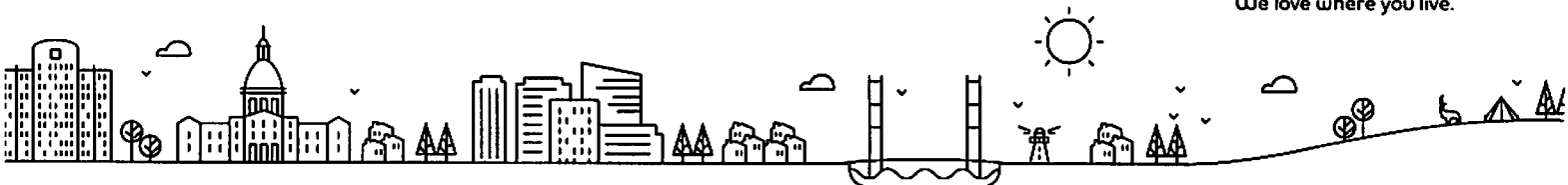
Regarding election of Trustees, under Section 5.3 of the League Bylaws, five members of the Board of Trustees will be elected at the annual meeting for a term of four years. The regulations of the Board of Trustees require the Nominations Committee to complete its recommendations and post the names of the nominees for the Board of Trustees on a board at the registration desk at least four hours before the hour of the business meeting.

2. Statements of Policy and Resolutions

Regarding consideration of resolutions and statements of policy, under Section 4.5 of the League Bylaws, the Board of Trustees acts as the Resolutions Committee, and "no resolution or motion, except procedural and incidental matters having to do with business properly before the annual meeting or pertaining to the conduct of the meeting, shall be considered at the annual meeting unless it is either (1) submitted to the meeting by the Board of Trustees, or (2) submitted in writing to the Board of Trustees by resolution of the governing body of a member at least thirty (30) days preceding the date of the annual meeting." Thus, the deadline this year for the League to receive resolutions is **September 18, 2023**. Please submit resolutions to the attention of Daniel P. Gilmartin, Executive Director/CEO at 1675 Green Rd., Ann Arbor, MI 48105. **Any resolution submitted by a member municipality will go to the League Board of Trustees, serving as the resolutions committee under the Bylaws, which may present it to the membership at the Annual Meeting or refer it to the appropriate policy committee for additional action.**

Further, "Every proposed resolution submitted to the Board of Trustees by a member shall be stated in clear and concise language and shall be accompanied by a statement setting forth the reasons for recommending the proposed resolution. The Board shall consider the proposal at a Board meeting prior to the next annual meeting and, after consideration, shall make a recommendation as to the advisability of adopting each such resolution or a modification thereof.

We love where you live.



3. Posting of Proposed Resolutions and Core Legislative Principles

The proposed Michigan Municipal League Core Legislative Principles and any new proposed Resolutions recommended by the Board of Trustees for adoption by the membership will be available on the League website, or at the League registration desk to permit governing bodies of member communities to have an opportunity to review such proposals and delegate to their voting representative the responsibility for expressing the official point of view of the member at the Annual Meeting.

The Board of Trustees will meet on Tuesday, October 17, 2023 at the Grand Traverse Resort & Spa for the purpose of considering such other matters as may be requested by the membership, in addition to other agenda items.

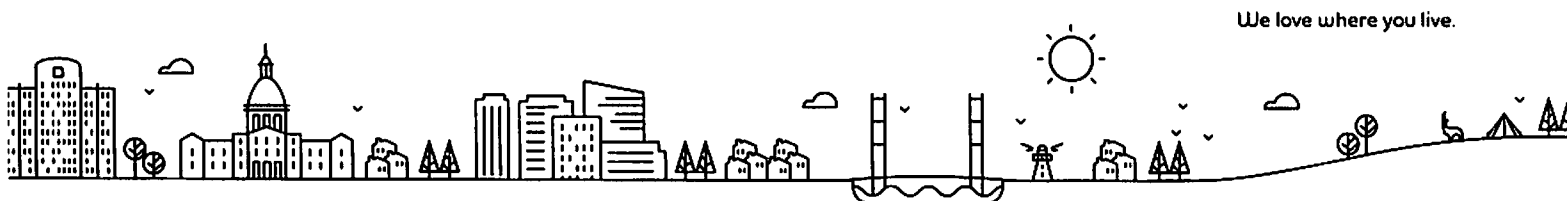
Sincerely,



Barbara Ziarko
President
Councilmember, City of Sterling Heights



Daniel P. Gilmartin
Executive Director & CEO



8/7/2023

| | NAME | BOARD | TERM | New Ex. Date | APPT AUTH |
|-----------|--------------|--------------------------------|------|-----------------|-----------|
| REAPPOINT | Todd Britton | Downtown Development Authority | 4 | 8/1/2027 | Mayor |
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Memorandum



To: Mayor Waligora and Municipal Council
From: Anna Soik, City Clerk/Treasurer/Finance Director *AS*
Date: July 27, 2023
Re: Renewal of Auditing Services – Straley Lamp & Kraenzlein P.C..

The City's auditing firm, Straley Lamp & Kraenzlein P.C. has submitted their service contract for the 2023/24 fiscal year. There will be a \$145 monthly increase in fees which equates to \$1,740. The fees will be \$3,590 per month totaling \$43,080 for the fiscal year.

The City has a long working history with Straley Lamp & Kraenzlein P.C. With their assistance, we have earned 28 awards for financial reporting from the Government Finance Officers Association.

I am recommending that we renew our contract with Straley Lamp & Kraenzlein P.C. for the 2023/24 fiscal year for a total of \$43,080 and authorize Anna Soik, Clerk/Treasurer/Finance Director to sign the agreement.

Thank you for your consideration.

July 24, 2023

CLIENT COPY

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

Dear Anna:

We are pleased to confirm our understanding of the services we are to provide the City of Alpena for the year ended June 30, 2023.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the disclosures, which collectively comprise the basic financial statements of the City of Alpena as of and for the year ended June 30, 2023. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement City of Alpena's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to City of Alpena's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

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

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

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

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

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

- 1) Introductory Section
- 2) Statistical Section

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

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

Auditor's Responsibilities for the Audit of the Financial Statements

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

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that

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

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

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

Audit Procedures—Internal Control

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

Audit Procedures—Compliance

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

Other Services

We will also assist in preparing the financial statements and related notes of the City of Alpena in conformity with accounting principles generally accepted in the United States of America and assist in preparing investment and bond debt journal entries and submission of required state filings (F-65, qualifying statements and pension and OPEB Form 5572's) based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in

accordance with applicable professional standards. The other services are limited to the financial statement services, and other services previously defined and additional services requested. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities. Our quoted monthly fee does not include these other services.

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

Responsibilities of Management for the Financial Statements

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

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

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

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

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

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

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

Engagement Administration, Fees, and Other

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

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

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

The audit documentation for this engagement is the property of Straley Lamp & Kraenzlein P.C. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the State of Michigan or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Straley Lamp & Kraenzlein P.C. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release or for any additional period requested by the State of Michigan. If we are aware that a federal

awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

James E. Kraenzlein, CPA/ABV/CFF, CVA is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We expect to begin our audit as soon as you have your records ready for the audit and to issue our report as soon as possible thereafter.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$3,590 per month, spread over a twelve-month period beginning July 1, 2023, plus any additional time to complete the audit of all Federal funds required by Uniform Guidance, if required. Any fees incurred to assist you in meeting these requirements will be billed to you separately. Our fees may need to be adjusted due to COVID-19 related financial assistance, grants or awards. In addition, for fiscal years beginning after June 15, 2022, the implementation of the Governmental Accounting Standards Board Statement No. 96, *Subscription-Based Information Technology Arrangements*, is required. The implementation is the responsibility of management; however, we will assist with the implementation as a nonattest service if requested. This service is not included as part of the audit and, accordingly, this service will be invoiced at standard hourly rates. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

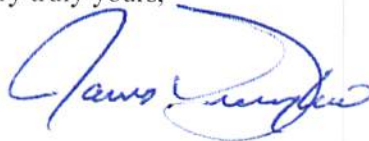
Reporting

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

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will state (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The report will also state that the report is not suitable for any other purpose. If during our audit we become aware that the City of Alpena is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

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

Very truly yours,



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

RESPONSE:

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

By: _____

Title: _____

Date: _____

BUDGET AMENDMENT REQUEST

FUND: General Fund

DEPARTMENT: Code Enforcement

PROJECT: 214 W Lake St Demolition

| Account No. | Account Description | Current Budget | Proposed Increase or (Decrease) | Proposed Budget |
|-----------------|---------------------|----------------|------------------------------------|-----------------|
| 101-703-801.000 | PROF & CONTRACTUAL | \$4,000 | \$48,000 | \$52,000 |
| | | | | |
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Justification for Budget Amendment

This is a carryover from FY23's budget. The demoliton of 214 W Lake St. was planned for June of 2023, but will not be taking place until July 2023,

which crosses budget years. The revenue from the demolition is planned for the FY24 budget year.

Michigan Uniform Accounting and Budget Act:

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

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

Monty Birmingham 7/13/2023
Department Head Date

Anna Soile 7/13/23
Clerk/Treasurer Date

Michael Spurlender 7/17/23
City Manager Date

City Council Date

BUDGET AMENDMENT REQUEST

FUND: 101 - General Fund

DEPARTMENT: 336 - Fire/EMS

PROJECT: _____

| Account No. | Account Description | Current Budget | Proposed Increase or (Decrease) | Proposed Budget | |
|-----------------|---------------------|----------------|------------------------------------|-----------------|------|
| 101-336-730.000 | Durable Goods | \$19,050 | (\$19,050) | 0 | FY23 |
| 101-336-730.000 | Durable Goods | \$13,000 | \$19,050 | \$32,050 | FY24 |
| | | | | | |
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Justification for Budget Amendment

Carryover FY23 remaining funds to FY24 for functional fitness equipment and water rescue initiative projects to complete.

Michigan Uniform Accounting and Budget Act:

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

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

Robert Edmunds 7/24/23
Department Head Date

Anna Soik 7/24/23
Clerk/Treasurer Date

Robert Smolinski 7/24/23
City Manager Date

City Council Date



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

Planning, Development, & Zoning

To: Mayor and City Council Members
From: Montiel Birmingham, Director
cc: Rachel Smolinski, City Manager
Date: August 3, 2023
RE: State Land Bank Authority Grant - 214 W Lake St. Demolition

City of Alpena staff have been actively working on abating the fire damaged structure located at 214 W Lake St. We are pleased to report that demolition is complete, and that the property is currently being graded and seeded.

The State Land Bank Authority recently introduced a Blight Elimination Grant, which allowed the City to apply for funds to aid in the demolition of this property. The total sum originally requested through the grant was greatly reduced on the actual grant agreement; reasons for this are two-fold: (1) we had originally applied for funding on two properties, but found out after applying that the County was already moving forward with demolition, and (2) expenses already incurred could not be covered. Therefore, the grant agreement has been modified to \$60,100.

We request that Council approve City Manager, Rachel Smolinski, to sign the grant agreement with the State Land Bank Authority in the amount of \$60,100 and allow the City to take advantage of this Blight Elimination Grant funding opportunity.



**STATE LAND BANK AUTHORITY
GRANT AGREEMENT
WITH
CITY OF ALPENA**

This Grant Agreement ("Contract") is made between the State Land Bank Authority (the "SLBA") and the City of Alpena (the "Grantee"). The SLBA and Grantee shall sometimes be referred to in this Contract individually as a "Party" or collectively as "Parties".

Grantee: City of Alpena
208 North 1st Avenue, Suite #1
Alpena, Michigan 49707

I. PURPOSE AND PROJECT SCOPE.

- A. The purpose of this Contract is to provide funding in the amount of Sixty Thousand One Hundred Dollars (\$60,100) in exchange for work to be performed for the project. The SLBA is authorized to provide grant assistance pursuant to PA 166 of 2022. This Contract is subject to the terms and conditions specified herein.
- B. This Contract and its exhibits constitute the entire Contract between the SLBA and the Grantee and may be modified only by written agreement between the SLBA and the Grantee.
- C. The scope of this project is limited to the activities specified in Grantee's Application and summarized in Exhibit A, and such activities as are authorized by the SLBA under this Contract. Grantee's Application, dated May 30, 2023, as amended, is hereby incorporated in whole by reference. Any change in project scope requires prior written approval in accordance with Section IV, Changes, of this Contract.
- D. By acceptance of this Contract, the Grantee commits to complete the project identified in Exhibit A within the time period allowed for in this Contract and in accordance with the terms and conditions of this Contract.

II. CONTRACT PERIOD.

| | |
|--------------------------------|----------------------------------|
| Contract Start Date: | June 30, 2023 |
| Reimbursement Submission Date: | no later than September 30, 2024 |
| Contract End Date: | December 31, 2024 |

Upon signature by the SLBA, the Contract shall be effective from the Contract Start Date until the Contract End Date specified above. The SLBA shall have no responsibility to provide funding to the Grantee for project work performed except between the Contract Start Date and the Reimbursement Submission Date specified above. Unless otherwise agreed to in writing, expenditures made by the Grantee prior to the Contract Start Date or after the Reimbursement Submission Date of this Contract are not eligible for payment under this Contract.

III. **CONTACTS.**

SLBA Contact:

Adam Robach
Post Office Box 30766
Lansing, Michigan 48909
(517) 335-8212
robacha2@michigan.gov

Grantee Contact:

Rachel Smolinski
208 North 1st Avenue, Suite #1
Alpena, Michigan 49707
(989) 354-1711
rachels@alpena.mi.us

- IV. **CHANGES.** Any changes to this Contract shall be requested by the Grantee in writing and approved by the SLBA in writing. The SLBA reserves the right to deny requests for changes to the Contract or to the exhibits. No changes can be implemented without written approval by the SLBA.

- V. **GRANTEE DELIVERABLES AND REPORTING REQUIREMENTS.** The Grantee shall submit deliverables and follow reporting requirements specified in the Program-Specific Requirements section and in Exhibit A of this Contract. All deliverables in Exhibit A, unless otherwise stated in this Contract, shall be made to the SLBA at the address set forth in Section III, or electronically as SLBA may provide.

VI. **GRANTEE RESPONSIBILITIES.**

- A. The Grantee agrees to abide by all local, State, and federal laws, rules, ordinances, and regulations in the performance of this Contract.
- B. All local, State, and federal permits, if required, are the responsibility of the Grantee. Award of this Contract is not a guarantee of permit approval by the State.
- C. The Grantee shall be solely responsible to pay all taxes, if any, that arise from the Grantee's receipt of this Contract.
- D. The Grantee is responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services furnished by the Grantee or its subcontractor under this Contract. The Grantee or its subcontractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in designs, drawings, specifications, reports, or other services.
- E. The SLBA's approval of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve the Grantee of responsibility for the technical adequacy of the work. The SLBA's review, approval, acceptance, or payment for any of the services shall not be construed as a waiver of any rights under this Contract or cause of action arising out of the performance of this Contract.
- F. The Grantee is responsible for having the appropriate site control as required by PA 166 of 2022 and the SLBA's RFP 2023-005.

- G. The SLBA is responsible for recording a lien in favor of the SLBA on privately-owned Eligible Property in the full amount of any Eligible Activities performed and reimbursed pursuant to this Contract. A release of lien may be provided conditioned upon demonstration of future development plans satisfactory to SLBA and the local unit of government.
- H. The Grantee acknowledges that it is a crime to knowingly and willingly file false information with the SLBA for the purpose of obtaining this Contract or any payment under the Contract and that any such filing may subject the Grantee, its agents, and/or employees to criminal and civil prosecution and/or termination of the Contract.
- I. The Grantee is responsible for the completion of all proper due diligence with regard to identifying and addressing potential environmental concerns prior to start of work. Residential demolition sites must, at a minimum, have an Asbestos Containing Material and Hazardous Material Survey. Commercial, institutional and/or industrial demolition sites must have, at a minimum, Asbestos Containing Material and Hazardous Material Survey and a Phase I Environmental Site Assessment, conducted per ASTM E1527-21, with consideration of any findings to be incorporated into the demolition specifications. All reporting requirements and appropriate precautions must be followed in the event any hazardous materials, contamination or Underground Storage Tanks are encountered. Only activities specified in Grantee's submission package are eligible for reimbursement.
- J. Grantee shall conduct all required preliminary environmental studies prior to beginning the bidding process for abatement and demolition. Based on those studies and/or resulting bids, the Grantee's budget and sources of funding will be jointly reviewed by Grantee and the SLBA to determine if adequate financial resources are available. If it is determined that the project exceeds available financial resources, Grantee shall be reimbursed for the direct costs associated with the preliminary environmental studies and the parties will agree to cancel this contract for lack of adequate funding sources.

VII. USE OF MATERIAL. Unless otherwise specified in this Contract, the Grantee may release information or material developed under this Contract, provided it is acknowledged that the SLBA funded all or a portion of its development.

The SLBA retains an irrevocable non-exclusive license to reproduce, publish, and use in whole or in part, and authorize others to do so, any copyrightable material submitted or generated under this Contract whether or not the material is copyrighted by the Grantee or another person. The Grantee will only submit materials that the SLBA can use in accordance with this paragraph.

Unless otherwise specified in this Contract, the Grantee may not patent products or processes developed under this Contract.

VIII. ASSIGNABILITY. The Grantee shall not assign this Contract or assign or delegate any of its duties or obligations under this Contract to any other party without the prior written consent of the SLBA. The SLBA does not assume responsibility regarding the contractual relationships between the Grantee and any subcontractor.

IX. **SUBCONTRACTS.** The SLBA reserves the right to deny the use of any consultant, contractor, associate, or other personnel to perform any portion of the project. The Grantee is solely responsible for all contractual activities performed under this Contract. Further, the SLBA will consider the Grantee to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated Contract. All contractors, subcontractors, or others used by the Grantee in performing the project shall be subject to the provisions of this Contract and shall be licensed and qualified, as appropriate, to perform the duties required. Contractors must be procured through a competitive procurement process.

X. **NON-DISCRIMINATION.** The Grantee shall comply with the Elliott Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 *et seq.*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 *et seq.*, and all other federal, State, and local fair employment practices and equal opportunity laws. Grantee covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Contract, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position.

In addition, as provided in Executive Directive 2019-09, any contractor or subcontractor shall not discriminate against any employee or applicant for employment with respect to his or her hire, terms, tenure, conditions or privileges of employment, or any matter directly or indirectly related to employment because of religion, race, color, national origin, sex, height, weight, marital status, partisan considerations, or a disability or genetic information that is unrelated to the individual's ability to perform the duties of a particular job or position.

The Grantee agrees to include in every contract or subcontract entered into for the performance of this Contract this covenant not to discriminate in employment. A breach of this covenant is a material breach of this Contract.

XI. **UNFAIR LABOR PRACTICES.** The Grantee shall comply with the Employers Engaging in Unfair Labor Practices Act, 1980 PA 278, as amended, MCL 423.321 *et seq.*

XII. **LIABILITY.**

A. The Grantee, not the SLBA, is responsible for all liabilities as a result of claims, judgments, or costs arising out of activities to be carried out by the Grantee under this Contract, if the liability is caused by the Grantee, any subcontractor, or anyone employed by the Grantee. The SLBA shall not be liable for any claims, judgements or costs merely by providing grant funding.

B. All liability as a result of claims, demands, costs, or judgments arising out of activities to be carried out by the SLBA in the performance of this Contract is the responsibility of the SLBA and not the responsibility of the Grantee, if the liability is caused solely by any SLBA employee or agent.

- C. In the event that a liability or liabilities arise as a result of activities conducted jointly by the Grantee and the SLBA in fulfillment of their responsibilities under this Contract, such liability is held by the Grantee and the SLBA in relation to each Party's responsibilities under these joint activities.
- D. Nothing in this contract should be construed as a waiver of any governmental immunity by the Grantee, the SLBA, its agencies, or employees as provided by statute or court decisions.

XIII. CONFLICT OF INTEREST. No employee, officer, director, appointee or elected official of the Grantee's organization or governing body, or their families, shall benefit financially from any part of this Contract.

XIV. ANTI-LOBBYING. Grantee shall not use any of the grant funds awarded in this Contract for the purpose of lobbying as defined in the State of Michigan's lobbying statute, MCL 4.415(2): "Lobbying' means communicating directly with an official of the executive branch of State government or an official in the legislative branch of State government for the purpose of influencing legislative or administrative action." The Grantee shall not use any of the grant funds awarded in this Contract for the purpose of litigation against the SLBA. Further, the Grantee shall require that language of the assurances in this section be included in the award documents of all subawards at all tiers.

XV. DEBARMENT AND SUSPENSION. By signing this Contract, the Grantee certifies to the best of its knowledge and belief that it, its agents, elected officials or employees, and its contractor(s), subcontractor(s), and others:

- A. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any federal department or the State.
- B. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, SLBA, or local) transaction or contract under a public transaction, as defined in 45 CFR 1185; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- C. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, State, or local) with commission of any of the offenses enumerated in subsection (B).
- D. Have not within a three-year period preceding this Contract had one or more public transactions (federal, State, or local) terminated for cause or default.
- E. Will comply with all applicable requirements of all other State or federal laws, executive orders, regulations, and policies governing this program.

- XVI. AUDIT AND ACCESS TO RECORDS.** Pursuant to MCL 18.1470 the SLBA reserves the right to conduct a programmatic and financial audit of the project, and the SLBA may withhold payment until the audit is satisfactorily completed. The Grantee is required to maintain all pertinent records and evidence pertaining to this Contract, including grant and any required matching funds, in accordance with generally accepted accounting principles and other procedures specified by the SLBA. The financial and accounting records associated with this Contract shall be made available to SLBA, its designee, and the auditor general, upon request, during the terms of this Contract and any extension of this Contract and for three years after the Contract End Date or final payment under the Contract, whichever is later. The Grantee will provide proper facilities for such access and inspection.
- XVII. INSURANCE.** The Grantee shall require all contractors and subcontractors providing activities or services to be reimbursed under this Contract to carry, and show proof of coverage, of business liability, automobile and workman's compensation insurance at levels consistent with Grantee's contracting policies and contracts.
- XVIII. OTHER SOURCES OF FUNDING.** The Grantee guarantees that any claims made to the SLBA under this Contract must not be financed by any source other than the SLBA under the terms of this Contract. If funding is received through any other source, the Grantee agrees to delete from Grantee's billings, or to immediately refund to the SLBA, the total amount representing such duplication of funding.
- XIX. COMPENSATION.**
- A. The SLBA will reimburse the Grantee a total amount not to exceed the amount specified in Section I of this Contract, and only for expenses incurred for this project. All other costs necessary to complete the project are the sole responsibility of the Grantee. Unless and until SLBA receives all required, requested and necessary documents from Grantee, it shall not be liable for any payments to Grantee.
 - B. Unless otherwise agreed to in writing, expenses incurred by the Grantee prior to the Contract Start Date or after the Reimbursement Submission Date of this Contract are not allowed under the Contract.
 - C. The SLBA will approve payment requests after approval of reports and related documentation as required under this Contract.
 - D. The SLBA reserves the right to request additional information necessary to substantiate payment requests.
 - E. Public Act 533 of 2004 requires that payments under this Contract be processed by electronic funds transfer (EFT). Grantee is required to register to receive payments by EFT at the State Integrated Governmental Management Applications (SIGMA) Vendor Self Service (VSS) website (www.michigan.gov/VSSLogin).
 - F. Final payment will be withheld by the SLBA until the project is completed in accordance with Section XX, Closeout, and Exhibit A.

XX. CLOSEOUT.

- A. A determination of project completion, which may include a site inspection and an audit, shall be made by the SLBA after the Grantee has satisfactorily completed the activities and deliverables described in Exhibit A.
- B. Upon issuance of final payment from the SLBA, the Grantee releases the SLBA of all claims against the SLBA arising under this Contract. Unless otherwise provided in this Contract or by law, final payment under this Contract shall not constitute a waiver of the SLBA's claims against the Grantee.
- C. The Grantee shall immediately refund to the SLBA any payments in excess of the costs allowed by this Contract.

XXI. CANCELLATION. This Contract may be canceled by the SLBA, upon 30 days written notice, due to Executive Order, budgetary reduction, other lack of funding, upon request by the Grantee, or upon mutual agreement by the SLBA and Grantee. The SLBA reserves the right to provide just and equitable compensation to the Grantee for all satisfactory work completed under this Contract.

XXII. TERMINATION.

- A. This Contract may be terminated by the SLBA, for among other things, as follows:
 - a. Upon 30 days written notice to the Grantee:
 - i. if the Grantee fails to comply with the terms and conditions of the Contract, or with the requirements of the authorizing legislation (PA 166 of 2022) or other applicable law or rules;
 - ii. if the Grantee knowingly and willingly presents false information to the SLBA for the purpose of obtaining this Contract or any payment under this Contract;
 - iii. if the SLBA finds that the Grantee, or any of the Grantee's agents or representatives, offered or gave gratuities, favors, or gifts of monetary value to any official, employee, or agent of the SLBA in an attempt to secure a subcontract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Contract;
 - iv. during the 30-day written notice period, the SLBA shall also withhold payment for any findings under subparagraphs i-iii, above; or
 - v. if the Grantee or any contractor, subcontractor, manufacturer, or supplier of the Grantee appears in the register of persons engaging in unfair labor practices that is compiled by the Michigan Department of Licensing and Regulatory Affairs (LARA) or its successor.
 - b. Immediately and without further liability to the SLBA if the Grantee, or any agent of the Grantee, or any agent of any contractor or subcontractor is:
 - i. convicted of a criminal offense incident to the application for or performance of a State, public, or private contract or subcontract;

- ii. convicted of a criminal offense, including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees;
- iii. convicted under State or federal antitrust statutes;
- iv. convicted of any other criminal offense that, in the sole discretion of the SLBA, reflects on the Grantee's business integrity; or
- v. added to the federal or state Suspension and Debarment list.

B. If the Contract is terminated, the SLBA reserves the right to require the Grantee to repay all or a portion of funds received under this Contract.

XXIII. NOTIFICATION OF DELAYS. The Grantee shall inform the SLBA's Contact of any delays in the start-up of the project and any delays in progress toward completion of the project. Any change to the Contract End Date must be approved by SLBA as set forth in Section IV.

The individuals signing below certify by their signatures that they are authorized to sign this Contract on behalf of their organization, and that the Parties will fulfill the terms of this Contract, including the attached Exhibit A, and used only as set forth herein.

XXIV. PUBLICITY. Grantee shall cooperate with SLBA and coordinate with SLBA for all press releases and public events regarding the projects, including, but not limited to, being available for and attending press events for state and local representatives.

XXV. DISCLOSURE OF LITIGATION. Except as otherwise previously disclosed, Grantee shall disclose immediately any criminal litigation, investigations or proceedings, or any administrative investigations involving the Grantee or any of the Grantee's elected officials or employees after the submission of their proposal and during the contract period.

XXVI. REALLOCATION OR TERMINATION OF FUNDING. If the State of Michigan legislature or the State of Michigan government fails to provide or terminates the funding necessary for SLBA to fund this Contract, SLBA may terminate this Contract. Upon such termination of funding, SLBA shall have no further obligation to provide grant funds.

Program awards will be revoked and the funds reallocated if the Grantee fails to provide necessary information, fails to meet deadlines, fails to secure the necessary agreements and approvals within the established timeframes or otherwise fails to cooperate with state partners in a manner sufficient to all for the satisfactory completion of the project. Remaining funds may be reallocated as the SLBA otherwise sees fit consistent with PA 166 of 2022.

(remainder of page intentionally left blank)

The signatories below warrant that they are empowered to enter into this Contract.

GRANTEE ACCEPTANCE:

City of Alpena

Dated: _____

By: Rachel Smolinski
Its: City Manager

SLBA ACCEPTANCE:

State Land Bank Authority

Dated: _____

By: Jeffrey M. Huntington
Its: Authorized Officer

EXHIBIT A

PROJECT SCOPE AND REQUIREMENTS

- I. **PROJECT LOCATION.** The Grantee agrees to perform or to assume responsibility for the performance of all functions and tasks contained herein in order to complete the blight elimination activities of the property listed below:

Parcel Number: 092-127-000-036-00
Commonly known as: 214 West Lake Street, Alpena, Michigan

- II. **PROJECT REQUIREMENTS AND SCOPE.** The Grantee shall complete blight elimination activities at the property identified in Section I of this Exhibit A by the Reimbursement Submission Date:

- A. The Grantee shall carry out the blight elimination activities in accordance with the requirements set forth in this project scope.
- B. The Grantee shall coordinate blight elimination activities, ensuring that all approvals and permits are in place prior to the start of work.
- C. The Grantee shall ensure compliance with all requirements related to lead-based paint, asbestos and other hazardous materials and notify the appropriate state or local agencies or Michigan Department of Environment, Great Lakes, and Energy (EGLE) if required by law. Further details and requirements are located on the following websites:
 - <https://www.michigan.gov/leo/bureaus-agencies/miosha/divisions/construction-safety-and-health-division/asbestos-program>
 - <https://www.michigan.gov/egle/about/organization/air-quality>
 - <https://www.michigan.gov/egle/about/organization/air-quality/asbestos>
 - https://www.hud.gov/program_offices/healthy_homes/healthyhomes/lead
 - <http://www.epa.gov/asbestos>
- D. Demolition activities include demolition of vacant residential, commercial, or industrial structures, including reasonable and necessary costs directly related to demolition, including, but not limited to, title work, due care demolition plans, acquisition, utility disconnect fees, permit fees, abatement of hazardous materials, air monitoring at demolition sites, the replacement of damaged sidewalk or recurbing at the street, and seeding. All work is to be completed in compliance with all local and state laws and regulations.
- E. Clearance of sites includes removal and disposal of all materials and debris offsite in compliance with federal, state or local requirements; providing for erosion control; and other incidentals necessary to satisfactorily complete the structure removal. All debris shall go to a licensed Type I or Type II landfill. Copies of the landfill receipts for every load removed from the project site must be maintained for each day and made available for inspection as requested.

F. The Grantee is responsible for:

- a. Providing qualified personnel, equipment, materials and other resources necessary to perform activities in order to complete blight elimination activities of the property identified in Section I of this Exhibit A by the Reimbursement Submission Date.
- b. Ensuring adequate quality control.
- c. Maintaining documents and records related to all the activities carried out under the Contract. The Grantee shall maintain current, accurate and complete records according to and in compliance with all applicable federal, state and local requirements and Section XVI of the Contract.
- d. Identifying a Project Manager or designated representative who will serve as the Grantee's contact person and who has final authority for the Grantee on all matters relating to the Contract.
- e. Coordinating with SLBA on matters relating to the project requirements, including completion, or any items that require immediate attention or that impact on the results or quality of the work to be performed.
- f. Accuracy of the work performed. Grantee is required to make all necessary revisions or corrections resulting from errors and omissions on the part of the Grantee without additional funding. Acceptance of the work by SLBA will not relieve the Grantee of the responsibility for subsequent correction of any such errors and omissions.
- g. Reporting the status of the project to SLBA in accordance with the reporting requirements established by SLBA for the Grantee's project. The reports will require, but not be limited to, the following information:
 - i. Site Control
 - ii. Photos Demonstrating the Level of Blight at the Project Location
 - iii. For Demolition Activities:
 - 1. Gas, Electric, and Water Wrecking Clearances
 - 2. Procurement Documents – (e.g. RFP, Contracts, Bid Tabulations)
 - 3. Asbestos and Hazardous Material Survey/Report
 - 4. Phase I and Phase II Assessments (if conducted)
 - 5. NESHAP 10-Day Notice – Abatement
 - 6. Abatement Clearance
 - 7. Signed Abatement Waste Manifests
 - 8. NESHAP 10-Day Notice – Demolition
 - 9. Proper State of Michigan Certified Licensure from Contractors, Subcontractors, or Others Used by the Grantee for Eligible Activities at the Project Location
 - 10. Applicable Permit(s) for Eligible Activities at the Project Location
 - 11. Open Hole Inspection and Picture

- 12. Grantee-Approved Invoices from Contractors, Subcontractors, or Others Used by the Grantee for Eligible Activities at the Project Location
- 13. Approved/Closed Applicable Permit(s)
- iv. Lien Waivers from all Contractors, Subcontractors, or Others Used by the Grantee for Eligible Activities at the Project Location
- v. Post Activity Photos at the Project Location
- vi. Signed Remediation and/or Demolition Waste/Recycling Manifests

III. PROJECT REIMBURSEMENT AND COMPLETION. The SLBA will approve payment(s) upon satisfactory completion of the blight elimination and all associated activities.

Approval for payment of funds will be made by SLBA based on satisfactory submission of a Request for Payment Form and supporting documentation. The format for the Request for Payment Form is included as Exhibit B.

Final payment will not be made until Grantee provides a satisfactory Request for Payment Form found in Exhibit B, and copies of all supporting documentation. Documentation requirements will be based on scope and activities that fall under this funding.

EXHIBIT B

REQUEST FOR PAYMENT FORM

**BLIGHT ELIMINATION PROGRAM
RFP 2023-005
REQUEST FOR PAYMENT FORM**

Grantee: _____

Site Address(es): _____

By submitting this request, I certify that the information provided is truthful and accurate. I further request the SLBA to review and, if complete, approve for payment. If any information is missing or inaccurate, I will correct and resubmit that information.

Submitted by: _____
(Print Name)

Title: _____
(Print Title)

Signature: _____

Date Submitted: _____

Grant Amount: \$ _____

Payment Requested: \$ _____

SIGMA Vendor Number: _____
(vendor number usually starts with "CV" or "VSS")

Address Code: _____

Documents Attached:

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Application/Reservation for City Park/City Property Use

Day/Date Needed: Saturday 09-02-23 Beginning Time 4:00 ☒ am ☒ pm
day of week mm/dd/yy
(For multiple day events, include range of days/dates) Ending Time 9 ☐ am ☒ pm
Event Description: Brendon Mac (Neil) videos filming after party
Name of Organization: Brendon Mac
Name of Applicant: Stephanie Couture Phone #: _____
Applicant Address: _____ Email: _____
Applicant Signature: Stephanie Couture Date: 8-30-23

Reservation of a facility does not guarantee full use of other facilities with the city park/city property.

Please check the facilities requested below:

| | |
|---|---|
| Bay View Park <input type="checkbox"/> Tennis Courts (\$8.00/court/hr) <input type="checkbox"/> Basketball Courts (\$8.00/court/hr) <input type="checkbox"/> Band Shell (\$200 refundable deposit) | McRae Park* <input type="checkbox"/> Shelter* <input type="checkbox"/> Tennis Courts (\$8.00/court/hr) <input type="checkbox"/> Basketball Courts (\$8.00/court/hr) *Contact the McRae Park Association - see footnote |
| Mich-e-ke-wis <input type="checkbox"/> Warming Shelter (includes picnic tables & refuse barrels) Fee: \$175/day (plus \$100 security deposit) | Starlite Beach <u>72 Rec # 23-3014</u> <input checked="" type="checkbox"/> Pavilion (includes picnic tables, restroom building & refuse barrels) Fee: \$75/day (plus \$100 refundable security deposit) |
| <input checked="" type="checkbox"/> Culligan Plaza <u>Possibly 4-5 for registration</u> Fee: \$65 per maximum 4 hour event (open gathering area) - approved by City of Alpena and DDA <u>Does not need to use Culligan Plaza - Casey</u> | <input type="checkbox"/> Duck Park Fee: \$65/day (open gathering area) |
| <input type="checkbox"/> Alpena Regional Trailhead (includes pavilion, restroom building & refuse barrels) Fee: \$50 (plus \$50 refundable security deposit) | <input type="checkbox"/> Island Park No fee |
| <input type="checkbox"/> City Hall Parking Lot Fee: \$50/day | <input type="checkbox"/> City Marina Fishing Tournaments: \$75 |
| <input checked="" type="checkbox"/> Other (please indicate city park/city property or facility): <u>close 2nd Ave down from bridge to Fresh Palate</u> | |

Please return completed form with fee (by check) to:
City of Alpena Clerk's Office, 208 N First Avenue, Alpena MI 49707
events@alpena.mi.us

All questions can be directed to the City Clerk at 989-354-1720 M - F from 8 am to 5 pm
5-6 to film
Bridge would only be closed for 15 mins

*To reserve facilities at McRae Park, please contact the McRae Park Association: Elizabeth McCumber 989-255-1852.

1. **PURPOSE:** The purpose and character of the proposed event is as follows:

Brendon Mac will be filming music video of his hometown portion for a November release. He wants to capture the beauty of downtown Alpena. Then Starlite for patrons of the video, family, friends + supports for after party

2. **ATTENDEES:** Applicant estimates that the maximum number of people expected at the event for each day is:

200-300

3. **PARK/PROPERTY POLICY:** The applicant hereby agrees to observe and obey the minimum requirements contained in the *Use Policy for City of Alpena Owned or Controlled Properties and Parks* and the laws of the City of Alpena, County of Alpena, and the State of Michigan. The applicant furthermore agrees to cooperate in all manners with law enforcement officials as the need may arise.
4. **COST RECOVERY:** The City reserves the right to recover costs from the applicant for any and all work incurred by the City resultant from the event and failure on the part of the applicant to comply with this policy. If warranted by City staff, a bond may be required in advance of the event.
5. **HOLD HARMLESS CLAUSE:** The Person 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 Person late or defective performance, caused by or arising out of any action, omission, or operation performed in connection with work attributable to this contract; provided, however, the Person 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.

Applicant Signature: Stephanie Couture Date: 6-30-23

For Office Use Only:

Received by City Clerk's Office:

By: Cathy Kain Date: 6/30/23

Approved by City Manager:

By: _____ Date: _____

Approved by City Council (if applicable):

By: _____ Date: _____

Contact DPW at (989) 354-1780 to make arrangements to pick up the key (for Bandshell & Mich-e-ke-wis rentals). Office hours for DPW are Monday - Friday, 7 a.m. to 3:30 p.m (1001 Long Lake Avenue)

IF YOU DO NOT PICK UP THE KEY PRIOR TO YOUR RENTAL DATE, THERE WILL BE A CHARGE FOR A CITY EMPLOYEE TO BE CALLED OUT TO GET YOU A KEY. THE AMOUNT CHARGED WILL BE APPROXIMATELY \$70.00, AND IT WILL BE DEDUCTED FROM YOUR DEPOSIT.

Please use this page to provide a detailed description of the proposed event and event management plan. Include information which describe the plans for the items discussed in the following "Event Requirements" section including security personnel, restroom facilities, food service, medical/personnel facilities, trash disposal, access and traffic control, parking, illumination, noise, and any other issues being planned for.

we will have registration either
Culligan Plaza or NOAH area.
TBD. Will walk down 2nd Ave
while music is playing + video/photos
will be taken. Once filming is
complete (1 hour or less) Then we will
have the After Party @ Star lite
Jon Benson catering.

Can an additional tent/tables/chairs
be set up if needed? (Starlite)

FOR CITY STAFF USE ONLY: Check box if department is approving the application with **NO COMMENTS**

- ☒ Planning, Development, & Zoning Department
- ☒ Building Division
- ☒ Police Department
- ☒ Fire Department
- ☒ Community Risk Reduction Officer
- ☒ Engineering Department
- ☒ Marina Division
- ☒ Public Works Division
- ☒ Downtown Development Authority

I would request they notify surrounding businesses
of the closure before the event. Anne DDA



4241 Old US 27 South, Suite 2
Gaylord, MI 49735
(989) 448-2293
huronpines.org

August 3, 2023

Mayor Waligora and Council Members
City of Alpena
208 North First Avenue
Alpena, MI 49707

Dear Mayor Waligora and Council Members,

I am writing to request formal approval from the Alpena City Council to move forward with the Mich-e-ke-wis shoreline restoration project, as described during the informational presentation to City Council on July 17th, 2023. This project provides a tremendous opportunity to build coastal resilience, provide community education and serve as an example approach to restoring coastal systems for shoreline property owners and other coastal municipalities.

This project has been identified as a priority project by city staff and the community through a visioning process offering many artistic renderings of nature-based solutions in 2022. The project will restore a healthy dune by installing temporary sand fencing, planting deep-rooted native plants and installing interpretive signage to inform visitors on its role in coastal resilience. In addition, Huron Pines can install the city's ADA mat on-site to provide improved shoreline access.

Restoring the dune in this location will have multiple benefits including easing the maintenance needs for the caretakers (reduced mowing and improving natural sand accumulation), protection from erosion and wave action, improved habitat and protection from the socio-economic loss that could result from further degradation of the site.

It is our mission at Huron Pines to conserve and enhance Northern Michigan's natural resources to ensure healthy water, protected places and vibrant communities. For 50 years, Huron Pines has worked to improve economic, environmental, educational, and recreational opportunities. Through active leadership, exceptional project management and strategic partnerships, Huron Pines influences strategy and vision for the future of conservation in Michigan while also executing on-the-ground projects with immediate impacts on environmental quality.

Thank you for your consideration of this project. Please feel free to contact me with any questions.

Sincerely,

A handwritten signature in cursive script that reads 'Amy Nowakowski'.

Amy Nowakowski
Huron Pines



Artistic rendering of the future restored shoreline at Mich-e-ke-wis Beach.



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

Planning, Development, & Zoning

To: Mayor and City Council Members
From: Montiel Birmingham, Director
cc: Rachel Smolinski, City Manager
Date: July 25, 2023
RE: Electrical Permit Fee Schedule Revision

The State of Michigan requires load calculations with the installation of a new generator. Currently the line item for inspecting a new generator is \$10 (this is in addition to the application and inspection fees). Frank Rosinski, the City's contracted Electrical Inspector, does not always receive these calculations from the contractor doing the installation. Due to the fact that these are required calculations, if they cannot be obtained by the contractor, the Electrical Inspector is required to do them. The \$10 fee does not adequately represent the true cost of the time required to prepare the required calculations. As such, the City is requesting that an additional fee of \$40 be added to the Electrical Permit fee schedule to account for the time required to complete the calculations.

Recommended Motion: Motion to add the \$40 generator load calculation fee to the Electrical Permit fee schedule.

