

ALPENA CITY COUNCIL MEETING

July 20, 2015 - 7:00 p.m.

AGENDA

1. Call to Order.
2. Pledge of Allegiance.
3. Approve Minutes –Regular Session of July 6, 2015; and Closed Session of July 6, 2015.
4. Modifications to the Agenda.
5. Citizens Appearing Before Council on Agenda and Non-Agenda Items (Citizens Shall be Allowed a Maximum of Five (5) Minutes Each to Address Their Concerns. This is the Only Time During a Council Meeting that Citizens are Allowed to Address the Council).
6. Consent Agenda.
  - A. Bills to be Allowed, in the Amount of \$292,052.93.
7. Presentations.
8. Announcements.
9. Mayoral Proclamation.
10. Public Hearing.
11. Report of Officers.
  - A. Redevelopment of the Former Alpena Power Company (APC) Building Site.
  - B. Treasurer's Quarterly Financial Report from April 1, 2015 through June 30, 2015.
12. Communications and Petitions.
  - A. Larry Clark – Report on U.S. 23 Corridor.
  - B. Options Pregnancy Center Life Ride 2015 Request.
13. Unfinished Business.
  - A. Second Reading – Ordinance No. 15-431 – An Ordinance Amending Chapter 10 – Animals; Article I by the Addition of Section 12 – Abandoned Animals and Section 13 – Dangerous or Vicious Animals.
  - B. Second Reading – Ordinance No. 15-432 – An Ordinance Amending Chapter 10 – Animals; Article II – Dogs; Section 32, Not to Run at Large.
  - C. Second Reading – Ordinance No. 15-433 – An Ordinance Amending Chapter 58 – Parks, Recreation and City Property; Article III, Section 58-62 Prohibited Acts, Subsection (10).
  - D. Establishment of Fees for Licenses and Signs for Vicious Dogs.
14. New Business.

A. Second Avenue Bridge Reconstruction Design Services.

15. Adjourn to Closed Session to Discuss Litigation.

Greg E. Sundin  
City Manager

## **COUNCIL PROCEEDINGS**

**July 6, 2015**

The Municipal Council of the City of Alpena met in regular session in the City Hall on the above date and was called to order at 7:00 p.m. by the Mayor.

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

Absent: None.

### **PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was recited.

### **MINUTES**

The minutes of the regular session of June 15, 2015, were approved as printed.

### **CONSENT AGENDA**

Moved by Councilmember Sexton, seconded by Councilmember Nielsen, that the following Consent Agenda items be approved:

1. Bills Allowed – in the amount of \$570,678.04 be allowed and the Mayor and City Clerk authorized to sign warrants in payment of same.
2. Approval of Fresh Palate request for Noise Ordinance variance from 10 p.m. to 12 a.m., August 8, 2015.
3. Approval of the re-election of the six incumbent trustees to the Michigan Municipal League 2015 Workers' Compensation Board of Trustees.
4. One Mayoral reappointment to the Downtown Development Authority for a four-year term expiring July 1, 2019 (Jim Gulish).
5. One Mayoral appointment to the Downtown Development Authority for an unexpired term expiring September 16, 2017 (Shawn Straley).

Carried by unanimous vote.

### **ORDINANCE NO. 15-431**

Ordinance No. 15-431, being an Ordinance Amending Chapter 10 – Animals, Article I – In General, Section 12 – Abandoned Animals, and Section 13 – Dangerous or Vicious Animals, was given its first presentment (reading) by the City Attorney.

### **ORDINANCE NO. 15-432**

Ordinance No. 15-432, being an Ordinance Amending Chapter 10 – Animals, Article II – Dogs, Section 32, Not to Run at Large, was given its first presentment (reading) by the City Attorney.

### **ORDINANCE NO. 15-433**

Ordinance No. 15-433. Being an Ordinance Amending Chapter 58 – Parks,

Recreation and City Property, Article III – Use of Parks, Recreational Facilities and City Property, Section 58-62, Prohibited Acts, Subsection (10), was given its first presentment (reading) by the City Attorney.

**PEACE POLE PLACEMENT**

**ALPENA PEACE COALITION**

Moved by Councilmember Nowak, seconded by Councilmember Nielsen, that the City accept the donation of a Peace Pole from the Alpena Peace Coalition, to be placed on City property, with City staff determining the best location for the Peace Pole.

Carried by unanimous vote.

**RESOLUTION NO. 2015-06**

**RESOLUTION TO PLACE DIAL-A-RIDE, n/k/a THUNDER BAY**

**TRANSPORTATION AUTHORITY MILLAGE RENEWAL REQUEST**

**ON THE NOVEMBER 3, 2015, GENERAL ELECTION BALLOT**

Moved by Councilmember Sexton, seconded by Councilmember Johnson, that Resolution No. 2015-06, a Resolution to place the Dial-A-Ride, n/k/a Thunder Bay Transportation Authority Millage renewal request of .65 mills four (4) years, 2016, 2017, 2018 and 2019, on the November 3, 2015 General Election ballot, be adopted.

Carried by unanimous vote.

**MICHIGAN ARTS AND CULTURE NORTHEAST (MACNE)**

**SERVICE AGREEMENT**

Moved by Councilmember Sexton, seconded by Councilmember Johnson, that the 2015-16 service agreement between the City of Alpena and MACNE, for the development of materials and programming to be used in the marketing and promotion of the Lake Huron Discovery Tour, October 9-12, 2015, in addition to general operating expenses incurred by MACNE per its original request, a maximum contribution of \$5,000 be approved; and authorize the Mayor and City Clerk to sign on behalf of the City.

Carried by unanimous vote.

**ALPENA AREA CONVENTION & VISITORS BUREAU**

**SERVICE AGREEMENT**

Moved by Councilmember Nowak, seconded by Councilmember Sexton, that the 2015-16 service agreement between the City of Alpena and the Alpena Area

Convention & Visitors Bureau, for the funding of projects developed under the Alpena Brand Alliance to enhance the Sanctuary of the Great Lakes community brand, and strengthen and enhance the quality of life of the City and the surrounding region, a maximum contribution of \$5,000 be approved; and authorize the Mayor and City Clerk to sign on behalf of the City.

Carried by unanimous vote.

## **TARGET ALPENA DEVELOPMENT CORPORATION**

### **SERVICE AGREEMENT**

Moved by Councilmember Sexton, seconded by Councilmember Nielsen, that the 2015-16 service agreement between the City of Alpena and Target Alpena Development Corporation, be approved; and authorize the Mayor and City Clerk to sign on behalf of the City, with an annual appropriation of \$40,000.

Carried by unanimous vote.

### **HVAC CONTROL SYSTEM**

### **PUBLIC SAFETY FACILITY**

Moved by Councilmember Sexton, seconded by Councilmember Nielsen, that the change order from AKT Peerless to design a new HVAC control system, and oversee submittal of rebate applications for energy efficiency for the Public Safety Facility for a not to exceed cost of \$4,820, be accepted; and authorize that funds from the principal in the Public Safety Construction Fund be utilized.

Carried by unanimous vote.

### **CLOSED SESSION**

Moved by Councilmember Sexton, seconded by Councilmember Johnson, that the Municipal Council adjourn to a closed session at 8:05 p.m., to discuss union contract negotiations.

Carried by unanimous vote.

### **RECESS**

The Municipal Council recessed at 8:05 p.m.

### **RECONVENE – CLOSED SESSION**

The Municipal Council reconvened in closed session at 8:20 p.m.

### **RECONVENE – OPEN SESSION**

On motion of Councilmember Sexton, seconded by Councilmember Johnson, the

Municipal Council reconvened in open session at 8:57 p.m.

**CITY CLERICAL WORKERS UNION CONTRACT**

Moved by Councilmember Sexton, seconded by Councilmember Johnson, that the contract with the City Clerical Workers, United Steelworkers Local No. 211, covering July 1, 2015, through June 30, 2017, be ratified.

Carried by unanimous vote.

**DEPARTMENT OF PUBLIC WORKS UNION CONTRACT**

Moved by Councilmember Sexton, seconded by Councilmember Johnson, that the contract with the DPW Workers, United Steelworkers Local No. 139, covering July 1, 2015, through June 30, 2017, be ratified.

Carried by unanimous vote.

**ALPENA POLICE PATROL OFFICERS ASSOCIATION UNION CONTRACT**

Moved by Councilmember Sexton, seconded by Councilmember Nowak, that the contract with the Alpena Police Patrol Officers Association of the Police Officers Labor Council, covering July 1, 2015, through June 30, 2017, be ratified.

Carried by unanimous vote.

On motion of Councilmember Sexton, seconded by Councilmember Nowak, the Municipal adjourned at 9:00 p.m.

MATTHEW J. WALIGORA  
MAYOR

ATTEST:

Karen Hebert  
City Clerk

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EXP CHECK RUN DATES 07/21/2015 - 07/21/2015  
BOTH JOURNALIZED AND UNJOURNALIZED  
OPEN

6.A.

VENDOR	INVOICE #	DESCRIPTION	AMOUNT
ADMIRAL PETROLEUM COMPANY	26081	GAS/FUEL - DPW	2,297.55
ALPENA ALCONA MONTMORENCY ISD	070115	PAYMENT IN LIEU OF TAXES	4,651.33
ALPENA AREA CHAMBER OF COMM	11610	LEADERCAST TRAINING	300.00
ALPENA AREA CHAMBER OF COMM	11876	MONTHLY EXPENSES - DDA	537.82
ALPENA COMMUNITY COLLEGE	070115	PAYMENT IN LIEU OF TAXES	5,314.88
ALPENA COUNTY TREASURER	071015	IT CONTRACTED SVCS 07/15	7,000.00
ALPENA COUNTY TREASURER	070115	PAYMENT IN LIEU OF TAXES	19,019.23
ALPENA LAWN CARE & MAINTENANCE	3870	MOWING - CODE ENFORCEMENT	560.00
ALPENA MARKETPLACE PRODUCTIONS	200 07/15	TAPING FEES - COUNCIL MTG	450.00
ALPENA NEWS PUBLISHING CO	DC1107 06/15	PUBLISHING/ADVERTISING	1,319.28
ALPENA PAPER & SUPPLY CO	461197	SUPPLIES - AMB DISP	176.40
ALPENA POWER COMPANY	070315	ELECTRIC	13.30
ALPENA POWER COMPANY	072115	ELECTRIC	35,012.25
ALPENA PUBLIC SCHOOLS	070115	PAYMENT IN LIEU OF TAXES	3,826.09
ALPENA SUPPLY CO	2173218	MAINT - PARKS	45.36
ALPENA SUPPLY CO	2173149	MAINT - PARKS	16.80
ALPENA SUPPLY CO	2173178	MAINT - CITY HALL	3.36
ALPENA SUPPLY CO	2173211	MAINT - PARKS	1.89
ALPENA SUPPLY CO	2173761	MAINT - SEWER	33.78
ALPENA SUPPLY CO	2176790	MAINT - CEMETERY	2.57
ALPENA SUPPLY CO	2176692	MAINT - CEMETERY	8.32
ALPENA SUPPLY CO	2177640	VEH MAINT #39	17.37
ALPENA SUPPLY CO	2177550	CHEMICALS - SEWAGE	823.40
ALPENA SUPPLY CO	2177572	CHEMICALS - SEWAGE	(132.00)
ALPENA SUPPLY CO	2178099	MAINT - PARKS	14.80
ALPENA SUPPLY CO	2178222	SUPPLIES - FIRE/AMB	7.37
ALPENA TOWNSHIP	011-15	VEH MAINT - AMB	50.00
ANN MCCONNELL	070715	TREE REIMB	164.30
ARROW INTERNATIONAL INC	93165070	SUPPLIES - AMB	1,812.56
ARROW UNIFORM	1468697	SUPP/MAINT - CH/PSF/PW/EQUIP	357.50
AUDIO SENTRY CORPORATION	10858J	KEY CARD ACCESS SYSTEM	3,046.00
BALL TIRE & GAS INC	105949	VEH MAINT - DPW	51.62
BALL TIRE & GAS INC	106233	VEH MAINT - DPW	25.81
BALL TIRE & GAS INC	106293	VEH MAINT #80	15.54
BALL TIRE & GAS INC	106416	VEH MAINT - DPW	15.00
BALL TIRE & GAS INC	106427	VEH MAINT - CEMETERY	24.95
BALL TIRE & GAS INC	106437	VEH MAINT #38	350.55
BALL TIRE & GAS INC	106614	VEH MAINT - DPW	25.81
BALL TIRE & GAS INC	106847	VEH MAINT - AMB	42.00
BEAVERS AUTOMOTIVE & RADIATOR	16858	VEH MAINT - POLICE	39.95
BOUND TREE MEDICAL LLC	81822369	UNIFORMS - FIRE/AMB	52.58
BOUND TREE MEDICAL LLC	81822370	UNIFORMS - FIRE/AMB	136.07
BOUND TREE MEDICAL LLC	81823683	UNIFORMS - FIRE/AMB	110.48
BOUND TREE MEDICAL LLC	81827951	UNIFORMS - FIRE/AMB	86.08
BP	44803790	GAS/FUEL - FIRE/AMB/EQ/MICU	6,255.35
CARQUEST AUTO PARTS	273589	VEH MAINT - DPW	1.47
CARQUEST AUTO PARTS	273652	VEH MAINT - DPW	23.15
CARQUEST AUTO PARTS	273667	VEH MAINT - DPW	1.62
CARQUEST AUTO PARTS	274086	VEH MAINT - FIRE EQ	13.01
CARQUEST AUTO PARTS	274329	VEH MAINT - AMB	16.73
CARQUEST AUTO PARTS	274359	VEH MAINT - AMB	15.85
CARQUEST AUTO PARTS	274418	VEH MAINT #94	27.70
CARQUEST AUTO PARTS	274617	VEH MAINT - DPW	2.45
CARQUEST AUTO PARTS	274761	VEH MAINT - DPW	15.71
CARQUEST AUTO PARTS	274793	VEH MAINT - DPW	23.17
CARQUEST AUTO PARTS	274909	SUPPLIES - EQUIP	16.12
CARQUEST AUTO PARTS	274969	VEH MAINT - POLICE	81.68
CARQUEST AUTO PARTS	275044	SUPPLIES/VEH MAINT - PKS/AMB/#94	(42.25)
CARQUEST AUTO PARTS	275044A	SUPPLIES - PARKS	23.43
CARQUEST AUTO PARTS	275065	SUPPLIES - EQUIP	4.28
CARQUEST AUTO PARTS	275251	VEH MAINT - POLICE	(43.62)
CARQUEST AUTO PARTS	275201	VEH MAINT - POLICE	89.94
CARQUEST AUTO PARTS	275553	VEH MAINT #28	56.19
CARQUEST AUTO PARTS	275677	VEH MAINT #23	136.89
CARQUEST AUTO PARTS	274364	VEH MAINT - FIRE CHF	110.09
CITY OF ALPENA	214-02 0615	SEW/WATER - THOMPSON PK	10.71
CITY OF ALPENA	1016-001 0615	SEW/WATER - MARINA S	240.76
CITY OF ALPENA	1016-002 0615	SEW/WATER - MARINA IRR	139.41
CITY OF ALPENA	1017-001 0615	SEW/WATER - MARINA N	194.66
CITY OF ALPENA	1018-001 0615	SEW/WATER - BOAT HARBOR	181.36
CITY OF ALPENA	1019-001 0615	SEW/WATER - HARBOR DR	153.46
CITY OF ALPENA	1020-001 0615	SEW/WATER - FISH CLN STN	2,110.46

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EXP CHECK RUN DATES 07/21/2015 - 07/21/2015  
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VENDOR	INVOICE #	DESCRIPTION	AMOUNT
CITY OF ALPENA	1021-001 0615	SEW/WATER - BH RESTROOMS	511.66
CITY OF ALPENA	1027-001 0615	SEW/WATER - FLOATING DOCKS	924.96
CITY OF ALPENA	1028-001 0615	SEW/WATER - BANDSHELL	60.76
CITY OF ALPENA	4211-001 0615	SEW/WATER - CITY HALL	977.26
CITY OF ALPENA	4211-002 0615	SEW/WATER - CITY HALL	302.76
CITY OF ALPENA	4212-001 0615	SEW/WATER - SEWAGE	1,763.86
CITY OF ALPENA	9634-001 0615	SEW/WATER - BANDSHELL IRR	109.71
CLIFF ANSCHUETZ CHEVROLET	CVW211105	VEH MAINT - DPW	219.80
CLIFF ANSCHUETZ CHEVROLET	CVW211179	VEH MAINT - POLICE	3.52
CLIFF ANSCHUETZ CHEVROLET	CVW211257	VEH MAINT - ECHO 7	44.45
DONALD H GILMET	063015	MILEAGE 06/15	204.13
DORNBOS SIGN & SAFETY INC	21375	SUPPLIES - BOAT HARBOR	396.63
DTE ENERGY	072115	GAS	5,711.71
EAGLE ENGINEERING & SUPPLY CO	47561	MAINT - LIGHTS	100.80
EAST SHORE ASPHALT PAVING	2015-03	HMA PATCHING 2015	6,796.98
ERIN RIOPELLE	070815	PARKING ATTENDANT SVCS - DDA	48.90
EVERETT GOODRICH TRUCKING & ASPHALT	23828	RESURFACING - CEMETERY	10,081.60
EVERETT GOODRICH TRUCKING & ASPHALT	23829	RESURFACING - CEMETERY	10,080.80
EVERETT GOODRICH TRUCKING & ASPHALT	23843	STORES - COLD PATCH	1,034.08
FASTENAL COMPANY	MIALP125925	SUPP/VEH MAINT - DPW	60.17
FRANCIS ROSINSKI	063015	ELECTRICAL INSP SVCS 06/15	916.00
FRANKS KEY & LOCK SHOP INC	18960	SUPPLIES - BOAT HARBOR	3.69
FRANKS KEY & LOCK SHOP INC	18989	SUPPLIES - FIRE	6.95
FRANKS KEY & LOCK SHOP INC	19004	SUPPLIES - FIRE	12.00
FRANKS KEY & LOCK SHOP INC	19027	SUPPLIES - FIRE	2.76
FRANKS KEY & LOCK SHOP INC	19071	SUPPLIES - FIRE	4.50
FRANKS KEY & LOCK SHOP INC	19127	SUPPLIES - CEMETERY	7.50
FRONTIER	9535 07/15	TELEPHONE - SEWER	516.48
FRONTIER	5445 07/15	TELEPHONE - FIRE/AMB	64.96
FRONTIER	2793 07/15	TELEPHONE - POL/FIRE/AMB	105.71
GARANTS OFFICE SUPPLIES & PRINTING	57632	COMMUNITY PROMO - DDA	220.00
GARANTS OFFICE SUPPLIES & PRINTING	57545	SUPPLIES - POLICE	238.00
GERALD UNWIN	071315	SAFETY SHOE ALLOW - PW	105.63
GREAT LAKES FIRE & SAFETY INC	59990	TURNOUT GEAR - FIRE	746.00
GREENWAY FUELS LLC	063015	RECYCLING 06/15	180.00
GREENWAY/L & N DISPOSAL	063015	DUMPSTER CHARGES 06/15	1,067.25
HAGLUND LANDSCAPING	1450	SUPPLIES - PUBLIC SAFETY BLDG	299.95
HANSEN SALES & SERVICE	19165	VEH MAINT - DPW	105.50
HANSEN SALES & SERVICE	19225	VEH MAINT #39/#40	52.75
HELEN KENJORSKI	AP15-1280C	AMBULANCE REFUND	83.87
HELPNET	12113	EMP ASST PROGRAM 07/15	202.51
HELPNET	12113A	EMP ASST PROGRAM 08-09/15	410.28
HME INCORPORATED	366350	VEH MAINT - FIRE EQ	44.48
HOME DEPOT CREDIT SERVICES	3073889	SUPPLIES - CITY HALL/ELECTIONS	114.02
HOME DEPOT CREDIT SERVICES	1810863.	SUPPLIES - PUBLIC WORKS	63.97
HOME DEPOT CREDIT SERVICES	26446	MAINT - BOAT HARBOR	69.47
HOME DEPOT CREDIT SERVICES	4121789	MAINT - MAJ ST	99.92
HURON ENGINEERING AND SURVEYING INC	1043	REPLACE WATER SVCS - WASHINGTON AVE	160.00
INK AND TONER ALTERNATIVE	15-42139	SUPPLIES - IT	249.95
INK AND TONER ALTERNATIVE	15-42349	SUPPLIES - IT	249.99
INTEGRATED CONTROLS INC	01-1615	FLOW METERS - WATER PLANT	19,045.26
INTEGRITY BUSINESS SOLUTIONS	1236661-0	SUPPLIES - PUBLIC WORKS	47.48
INTERSTATE BATTERY SYSTEM INC	23387991	VEH MAINT - DPW	215.90
JACK DOHENY COMPANIES INC	A84240	VEH MAINT - DPW	4.10
JAMES KELLER	070115	PERMIT REFUND - SEW/WATER	25.00
JASON SCHRAM	071415	DEMOLITION - 115 LONG LAKE AVE	12,000.00
JOHN BRODZIAK	071315	SAFETY SHOE ALLOW - PW	81.86
JOHN NYE	070615	SAFETY SHOE/WORK APPAREL ALLOW - PK	215.17
KCI	245481	POSTAGE/TAX MAILING SVCS	720.05
KIMBALL MIDWEST	4282663	SUPPLIES - EQUIP	314.11
KURT POKORZYNSKI	AP15-6012C	AMBULANCE REFUND	50.00
LAPPAN AGENCY INC	460987	UST INSURANCE - MARINA	1,929.00
LARRY'S AUTO COLLISION	6740	VEH MAINT - DPW	438.00
LESSLEE DORT	063015	REIMB CELL PHONE EXP - DDA	60.00
LESSLEE DORT	071515	TRAVEL EXPENSE - DDA	109.25
MCDONALD AUTO SUPPLY INC	781871	VEH MAINT - FIRE EQ	9.49
MED-TECH RESOURCE INC	46115	SUPPLIES - AMB DISP	181.34
MICH ASSN OF CHIEFS OF POLICE	200000061	JOB POSTING - POLICE	50.00
MICHAEL J BROOKS	072115	REIMB VET BILL - K-9	151.62
MICHAEL SMITH	070615	SAFETY SHOE ALLOW - PW	250.00
MICHIGAN PIPE & VALVE	T68168	STORES - CLAMPS	637.00
MICHIGAN STATE POLICE	551-446226	SCHOOL REGISTRATION - FIRE	250.00

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VENDOR	INVOICE #	DESCRIPTION	AMOUNT
MICHIGAN STATE POLICE	551-446227	SCHOOL REGISTRATION - FIRE	250.00
MICHIGAN STATE POLICE	551-448132	SOR REGISTRATION - POLICE	90.00
MIDWESTERN BROADCASTING COMPANY	18321-1	ADVERTISING - DDA	80.00
MIKES HARDWARE	101691	MAINT - CEMETERY	2.95
MILLER OFFICE MACHINES	24430	COPIER MAINT 06/15	235.66
MODEL PRINTING SERVICE INC	135267	ADVERTISING - AMB	1,490.00
NATIONAL MAIN STREET CENTER	R9S37F	15-16 MEMBERSHIP - DDA	250.00
NORTH CENTRAL SECURITY LTD	123138	SECURITY - FIREWORKS	498.80
OFFICE DEPOT	777858526001	SUPPLIES - CITY HALL	82.32
OFFICE DEPOT	777858801001	SUPPLIES - CITY HALL	11.04
OFFICE DEPOT	774437331001	MAINT-PUBLIC SAFETY BLDG	4.09
OFFICE DEPOT	774559798001	SUPPLIES - POLICE	7.86
OFFICE DEPOT	774751166001	SUPPLIES - PUBLIC SAFETY	9.74
OFFICE DEPOT	776215392001	SUPPLIES - AMB	50.39
OFFICE DEPOT	776498712001	SUPPLIES - FIRE	2.99
PLUNKETT COONEY	10610466	ATTY FEE - POL/DPW	1,100.00
POWER LINE SUPPLY CO	5934910	VEH MAINT - DPW	700.00
PRESQUE ISLE ELECTRIC & GAS CO	81166373 0615	ELECTRIC - AIR BASE	101.91
R A TOWNSEND CO	S1334043.001	MAINT - CITY HALL	152.41
ROGERS CITY ACE HARDWARE & LUMBER	63771	SUPPLIES - CEM/PKS	197.94
SCHINDLER ELEVATOR CORPORATION	8104030272	ELEVATOR MAINT - PUBLIC SAFETY	2,256.00
SCOTT PFEIFFER	AP15-1121C	AMBULANCE REFUND	200.00
SELMA TOWNSHIP CLERK	B-92	1994 ROAD RESCUE AMBULANCE	5,000.00
SEVAN K INC	303 06/15	VEH MAINT - ENG	7.00
SEVAN K INC	313 06/15	VEH MAINT - POLICE	200.95
SHELL FLEET PLUS	79036133507	UNLEADED GAS/FUEL-POL/F/A/GEN/MICU	2,019.81
SOS TECHNOLOGIES	95366	SUPPLIES - AMB	282.70
STANDARD ELECTRIC CO	418161-01	MAINT - BOAT HARBOR	286.40
STANDARD ELECTRIC CO	419024-00	MAINT - CEMETERY	2.18
STANDARD ELECTRIC CO	419590-00	MAINT - CITY HALL	27.56
STANDARD ELECTRIC CO	420237-00	MAINT - LIGHTS	60.62
STAPLES ADVANTAGE	8034979341	SUPPLIES - CLERK/TREAS	36.46
STATE OF MICHIGAN	070115	PAYMENT IN LIEU OF TAXES	60,649.65
STATE OF MICHIGAN	071515	TAX TRIBUNAL FILING FEE	125.00
SUPERIOR IMAGE CLEANING LLC	063015	CLEANING-CH/PSF/PW/PKS/BH	2,984.75
THOMPSONS LINEN SERVICE	70483 06/15	UNIFORMS-PW/CEM/PKS/EQ	325.40
THUNDER BAY ELECTRIC INC	223510	CONTRACTUAL SERVICES	1,326.60
THUNDER BAY ELECTRIC INC	223513	MAINT - LIGHTS	386.30
THUNDER BAY ELECTRIC INC	223514	BRIDGE MAINT - MAJ ST	176.88
THUNDER BAY ELECTRIC INC	223523	MAINT - CITY HALL/LIGHTS	314.63
THUNDER BAY ELECTRIC INC	223534	MAINT - LIGHTS	717.70
THUNDER BAY ELECTRIC INC	223538	MAINT - LIGHTS	800.30
THUNDER BAY ELECTRIC INC	223544	TRAFF SIGNAL MAINT - MAJ ST	198.49
TON O SUDS LAUNDROMAT	070715	LAUNDRY/UNIFORMS - FIRE/AMB	299.30
TRACTOR SUPPLY CREDIT PLAN	100352750	SUPP/MAINT - CEMETERY	69.98
TRUGREEN PROCESSING CENTER	34799981	MAINT - CEMETERY	35.00
VISA/ELAN FINANCIAL SERVICES	3660 07/15	FOOD/SERVICE - BOAT HARBOR	30.32
VISA/ELAN FINANCIAL SERVICES	6116 07/15	TR REG/VEH MAINT/LODGING - F/A	1,042.80
VISA/ELAN FINANCIAL SERVICES	7337 07/15	TRAVEL EXPENSE - PLANNER	395.79
VISA/ELAN FINANCIAL SERVICES	8471 07/15	PERMIT APPL/SUPP - ENG/IT	1,134.47
VISA/ELAN FINANCIAL SERVICES	8489 07/15	ROOM RESERVATION/TR FEES - MGR	568.92
VISA/ELAN FINANCIAL SERVICES	8703 07/15	SUPPLIES/TR EXP/PROMO - DDA	1,193.72
WEINKAUF PLUMBING & HEATING INC	70112	MAINT-PUBLIC SAFETY BLDG	128.16
WOLVERINE FIREWORKS DISPLAY INC	0022489-IN	FIREWORKS DISPLAY	19,500.00
ZANN BROTHERS CONSTRUCTION INC	628	STORM SEWER REPAIR - RIVER ST	3,740.00

**Total: 292,052.93**


# Memorandum



Date: July 15, 2015

To: Mayor Matthew J. Waligora  
Alpena City Council Members

Copy: Karen Hebert, City Clerk/Treasurer/Finance Director

From: Greg E. Sundin, City Manager 

Subject: Redevelopment of the Former Alpena Power Company (APC) Building Site

The former Alpena Power Company building, located at the corner of N. Second Avenue and Water Street along the Thunder Bay River, has been vacant for approximately ten years. During that time APC has had one interested party, which never advanced beyond an initial inquiry. In the meantime the building has deteriorated, most notably with leaks in various areas of the roof. Over the past several months Target Alpena, the City and Alpena Power Company have been working on developing the best possible and most feasible plan for the redevelopment of the property. After various discussions between City and Target staff and meetings with Steve Fletcher and his staff, a plan was formulated for its redevelopment.

These meetings occurred both prior to and concurrent with the work done by Peter Allen and his team on a redevelopment plan for the APC and Waterfront buildings as part of the MEDC's Redevelopment Ready Communities initiative. Mr. Allen was apprised of our earlier and ongoing discussions, and it was strongly suggested that the City would like the demolition of the structure included as an option for the redevelopment of the site.

During this time the City received notification of a grant opportunity through the Michigan Land Bank and MSHDA to assist in the demolition of blighted structures. An application for the APC property was prepared, and if successful (which it was), the following actions were agreed upon:

- a. APC will prepare the necessary documents to deed the property over to Target Alpena.
- b. APC will transfer the \$65,000 local grant match to Target Alpena to be used for the demolition of the building and other ancillary activities.

- c. The City of Alpena (with Council approval) shall sell to Target the minimum land necessary to adjust the APC site boundary to make the property most conducive to redevelopment, while preserving City access to the bridge abutment.
- d. The City in coordination with Target will perform all necessary activities for the demolition of the structure as expeditiously as possible.
- e. Target will aggressively market the property for redevelopment with input from both the DDA and City.

While the necessary lead, asbestos and environmental assessments are conducted, the City, Target and DDA will determine whether the two eastern most storefronts with their original facades still intact are suitable to retain for restoration and adaptive re-use as part of the overall property redevelopment package or as a separate project, or whether the entire site should be cleared.

Additionally, the current APC property has a very irregular rear property line (river side, see attached map) that negatively impacts its marketability. Consequently, at this time City staff and Target Alpena bring before Council a proposal for the City to sell to Target approximately 4,166 square feet of City-owned land with the City acquiring 60-80 square feet for the City's Bi-Path. This will result in a net sale by the City of approximately 4,100 square feet of land. Based on the City Assessor's \$3.50 per square foot cost (see attached memo), the total value of the property being purchased is well below the \$2.00 per capita threshold requiring a public vote as dictated by the City Charter. Although this will result in the eventual loss of 22 parking spaces, in reality while this building was occupied these spaces were almost exclusively used by employees of the businesses occupying the building. There is also unused parking capacity in the City lots on Carter Street and behind the Memorial Hall.

Staff is requesting that Council waive the normal request for bids on the sale of property as the subject parcels are small and irregular in size, being of value only to the abutting property. If Council approves the sale staff will have the property surveyed and a legal description prepared for use with the deed.

Staffs believe this modification of the property lines as proposed will result in the best opportunity to market the site for redevelopment that will enhance the overall economic vitality of our downtown. Therefore, we respectfully request that Council approve the sale and acquisition of properties indicated on the attached drawing for the per square foot price indicated in the memo from the City Assessor subject to a final survey. Additionally, we request that the City Attorney be directed to draft the necessary documents for execution of the transaction, which will be completed following the transfer of the building from APC to Target.



THIS DRAWING HAS BEEN GENERATED USING THE MOST CURRENT CITY RECORDS AND SHALL NOT BE CONSTRUED TO BE AN EXACT REPRESENTATION OF PARCEL DIMENSIONS OR LOCATION. IT SHALL BE THE RESPONSIBILITY OF THE END USER TO MAKE FINAL DETERMINATION BASED ON A PROFESSIONAL SURVEY WHICH IDENTIFIES THE PROPERTY LINES AND STRUCTURE LOCATIONS

Alpena Power Property  
Proposed Redevelopment Option



# Memorandum



Date: July 15, 2015  
To: Greg Sundin, City Manager  
From: Jeff Shea, City of Alpena Assessor, MAAO Level III  
Subject: Value of Property Behind 310 N. Second Avenue

A handwritten signature in blue ink, appearing to read "Jeff Shea", located to the right of the "From:" line.

Per your request I have determined a value for the vacant land lying between the former Alpena Power Company building at 310 N. Second Avenue, and the Thunder Bay River.

According to the drawing I received, the City of Alpena will be transferring approximately 4,166 square feet from the City Parking Lot to go with the former Alpena Power Company property and 62 square feet of property will be going from the former Alpena Power Company property to the City of Alpena. Thus, the net square feet gain for the former Alpena Power Company property is 4,104 square feet. Because of the odd shape and layout of this parcel, a value per square foot will be used.

In analyzing a recent sale at 225 River Street it is noted that the sale price per square foot was \$4.46. However, this parcel has over 425 feet on the Thunder Bay River, while the subject property has no actual river frontage, but is situated adjacent to a City Parking lot that fronts on the Thunder Bay River. Thus a smaller price per square foot would be indicated. Through years of analyzing vacant sales in the downtown area a value of \$3.75 per square foot has been established for commercial lots with 66' of street frontage. And since this square foot value is for a parcel with 66' of frontage on a City Street, it should also be adjusted down because the subject parcel only has about 30 feet of frontage that is not connected to other rear land with this parcel.

Thus, it is my determination as of the date of this memo, that a price per square foot of \$3.50 should be used to value the property being transferred to the former Alpena Power Company parcel. When this is applied to the total and net square feet of property being transferred it indicates the following values:

Total area being transferred:	4,166 square feet x \$3.50 = \$14,581
Net area being transferred:	4,104 square feet x \$3.50 = \$14,364.

# CITY OF ALPENA QUARTERLY FINANCIAL REPORT

11.B.

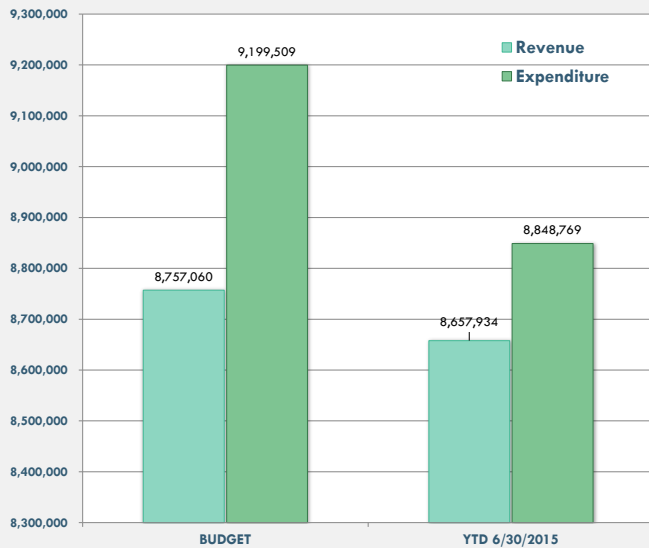
April 1, 2015 - June 30, 2015

Should be at 100% of Budget)

## GENERAL FUND REVENUE AND EXPENDITURES

QTR ENDING 6/30/2015	BUDGET	YTD 6/30/2015	% BDGT	YTD 06/30/2014
Revenue	8,757,060	8,657,934	98.87%	9,067,893
Expenditure	9,199,509	8,848,769	96.19%	9,199,831
Revenue Over(Under) Expenses	(442,449)	(190,836)		(131,939)

### BUDGET OVERVIEW



### Notes to the Financial Report

#### Revenue

- General Fund revenue is \$410,000 less than 2013-14, due mainly to Federal grants of \$132,350 and a State grant of \$310,000, received in 2013-14.
- We received \$8,000 less than budgeted for Revenue Sharing in 2014-15, however, \$31,200 more in revenue sharing was received in fiscal year 2014-15 than 2013-14.

#### Expenditures

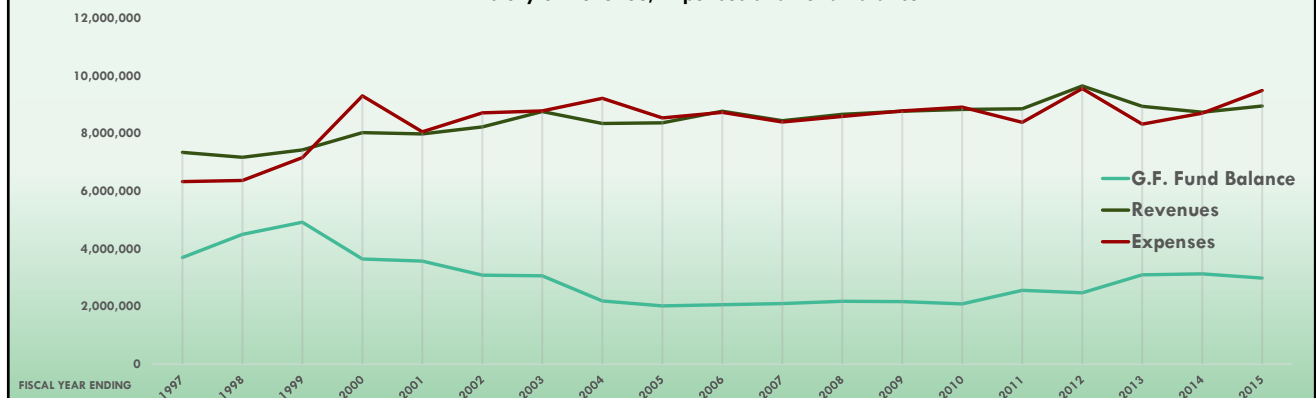
- General Fund expenditures were \$351,000 less in 2014-15 than 2013-14, for the same reason as the revenue. When federal and state grants are received, they correspond with higher expenditures.
- Salaries, benefits, property insurance, and supplies all increased in 2014-15. Utilities and repair/maintenance decreased.

## REVENUE AND EXPENDITURE BY DEPARTMENT GENERAL FUND YEAR-TO-DATE 06/30/15

REVENUE	AMENDED BUDGETED	YTD 06/30/2015	% BDGT RECEIVED	YTD 06/30/20152
City Hall	5,012,763	4,981,122	99.37%	4,997,144
General	725,654	621,248	85.61%	1,042,153
IT	72,408	72,407	100.00%	71,407
Cemetery	54,250	59,485	109.65%	55,931
Police	90,656	123,161	135.86%	170,145
Fire	76,506	81,478	106.50%	98,291
Ambulance	2,443,441	2,427,578	99.35%	2,148,864
Public Works	261,296	264,200	101.11%	282,102
Lights	5,000	4,385	87.69%	1,490
Parks & Recreation	15,086	22,871	151.60%	200,365
Total Revenue	8,757,060	8,657,934	98.87%	9,067,892

EXPENDITURE	AMENDED BUDGETED	YTD 06/30/2015	% BDGT USED	YTD 06/30/2014
General	1,601,101	1,454,730	90.86%	1,719,880
I.T.	315,047	261,000	82.84%	339,249
Lakeside Authority	156,080	156,081	100.00%	145,523
Cemetery	139,621	124,337	89.05%	144,495
Police	1,806,702	1,739,350	96.27%	1,798,804
Fire	1,667,849	1,647,181	98.76%	1,631,368
Ambulance	1,833,769	1,843,753	100.54%	1,639,146
Public Works	546,721	503,067	92.02%	458,233
Lights	270,094	265,741	98.39%	200,163
Parks & Recreation	492,525	483,528	98.17%	732,966
Other Financing Uses	370,000	370,000	100.00%	390,004
Total Expenditures	9,199,509	8,848,769	96.19%	9,199,831

## History of Revenue, Expenses and Fund Balance





## FINANCIAL REPORT

JULY 1, 2014 to JUNE 30, 2015

(100% OF BUDGET)

# TABLE OF CONTENTS

SECTION A - REVENUE SUMMARY – ALL FUNDS

SECTION B - EXPENDITURE SUMMARY – ALL FUNDS

SECTION C - GRAPHICS  
CASH BALANCES AND INVESTMENTS

## SECTION A – REVENUE SUMMARY – ALL FUNDS

		PERIOD ENDING 06/30/2015				
ACCOUNT DESCRIPTION		2014-15 AMENDED BUDGET	ACTIVITY FOR MONTH 06/30/2015	YTD BALANCE 06/30/2015	AVAILABLE BALANCE	% BDGT USED
						YTD BALANCE 06/30/2014
Fund 101 - GENERAL FUND						
000-REVENUES		5,012,763.00	230,958.91	4,981,122.08	31,640.92	99.37
001-REV - GEN GOVT		725,654.00	7,675.57	621,247.91	104,406.09	85.61
002-REV - CEMETERY		54,250.00	4,405.07	59,484.98	(5,234.98)	109.65
003-REV - POLICE		90,656.00	22,069.23	123,161.05	(32,505.05)	135.86
004-REV - FIRE		76,506.00	5,197.55	81,478.01	(4,972.01)	106.50
005-REV - AMBULANCE		2,443,441.00	181,928.08	2,427,577.63	15,863.37	99.35
006-REV - PUBLIC WORKS		261,296.00	7,957.25	264,199.74	(2,903.74)	101.11
007-REV - LIGHTS		5,000.00	32.66	4,384.64	615.36	87.69
008-REV - PARK AND REC		15,086.00	750.00	22,870.79	(7,784.79)	151.60
010-REV - IT		72,408.00	0.00	72,406.73	1.27	100.00
Fund 101 - GENERAL FUND:						
TOTAL REVENUES		8,757,060.00	460,974.32	8,657,933.56	99,126.44	98.87
Fund 202 - MAJOR STREET FUND						
000-REVENUES		803,160.00	53,739.33	782,745.81	20,414.19	97.46
Fund 202 - MAJOR STREET FUND:						
TOTAL REVENUES		803,160.00	53,739.33	782,745.81	20,414.19	97.46
Fund 203 - LOCAL STREET FUND						
000-REVENUES		435,189.00	18,961.59	429,221.43	5,967.57	98.63
Fund 203 - LOCAL STREET FUND:						
TOTAL REVENUES		435,189.00	18,961.59	429,221.43	5,967.57	98.63
Fund 211 - MARINA						
000-REVENUES		123,330.00	95,465.74	512,066.52	(388,736.52)	415.20
Fund 211 - MARINA:						
TOTAL REVENUES		123,330.00	95,465.74	512,066.52	(388,736.52)	415.20
Fund 213 - TREE/PARK IMP FUND						
000-REVENUES		150.00	24.82	216.29	(66.29)	144.19
Fund 213 - TREE/PARK IMP FUND:						
TOTAL REVENUES		150.00	24.82	216.29	(66.29)	144.19
Fund 216 - DDA PROJECT #2						
000-REVENUES		115,988.00	0.00	119,475.78	(3,487.78)	103.01

DB: Alpena		PERIOD ENDING 06/30/2015					
ACCOUNT	DESCRIPTION	2014-15 AMENDED BUDGET	ACTIVITY FOR MONTH 06/30/2015	YTD BALANCE 06/30/2015	AVAILABLE BALANCE	% BDGT USED	YTD BALANCE 06/30/2014
Fund 216 - DDA PROJECT #2							
Fund 216 - DDA PROJECT #2:							
TOTAL REVENUES		115,988.00	0.00	119,475.78	(3,487.78)	103.01	90,536.92
Fund 217 - DDA PROJECT #5							
000-REVENUES		32,694.00	1,668.86	31,050.99	1,643.01	94.97	27,348.78
Fund 217 - DDA PROJECT #5:							
TOTAL REVENUES		32,694.00	1,668.86	31,050.99	1,643.01	94.97	27,348.78
Fund 243 - BROWNFIELD REDEV AUTH							
000-REVENUES		13,074.00	0.00	13,325.12	(251.12)	101.92	13,145.04
Fund 243 - BROWNFIELD REDEV AUTH:							
TOTAL REVENUES		13,074.00	0.00	13,325.12	(251.12)	101.92	13,145.04
Fund 244 - ECONOMIC DEVELOPMENT							
000-REVENUES		0.00	0.03	0.37	(0.37)	100.00	0.59
Fund 244 - ECONOMIC DEVELOPMENT:							
TOTAL REVENUES		0.00	0.03	0.37	(0.37)	100.00	0.59
Fund 249 - BUILDING INSPECTION FUND							
000-REVENUES		136,460.00	32,021.97	111,938.12	24,521.88	82.03	135,238.70
Fund 249 - BUILDING INSPECTION FUND:							
TOTAL REVENUES		136,460.00	32,021.97	111,938.12	24,521.88	82.03	135,238.70
Fund 257 - BUDGET STABILIZATION FUND							
000-REVENUES		5,025.00	5,001.89	5,013.49	11.51	99.77	(3.31)
Fund 257 - BUDGET STABILIZATION FUND:							
TOTAL REVENUES		5,025.00	5,001.89	5,013.49	11.51	99.77	(3.31)
Fund 301 - DEBT FUND							
000-REVENUES		30.00	0.00	33.57	(3.57)	111.90	14,490.32

ACCOUNT	DESCRIPTION	2014-15 AMENDED BUDGET	ACTIVITY FOR MONTH 06/30/2015	YTD BALANCE 06/30/2015	AVAILABLE BALANCE	% BDGT USED	YTD BALANCE 06/30/2014
Fund 301 - DEBT FUND							
Fund 301 - DEBT FUND:							
TOTAL REVENUES		30.00	0.00	33.57	(3.57)	111.90	14,490.32
Fund 303 - 1992/2002 G O DEBT FUND							
000-REVENUES		0.00	0.00	6.41	(6.41)	100.00	(1.81)
Fund 303 - 1992/2002 G O DEBT FUND:							
TOTAL REVENUES		0.00	0.00	6.41	(6.41)	100.00	(1.81)
Fund 369 - BUILDING AUTHORITY DEBT							
000-REVENUES		156,085.00	17,254.07	173,336.95	(17,251.95)	111.05	145,524.95
Fund 369 - BUILDING AUTHORITY DEBT:							
TOTAL REVENUES		156,085.00	17,254.07	173,336.95	(17,251.95)	111.05	145,524.95
Fund 401 - CAPITAL IMPROVEMENT FUND							
000-REVENUES		350.00	98.38	120,670.49	(120,320.49)	34,477.2	(92.44)
Fund 401 - CAPITAL IMPROVEMENT FUND:							
TOTAL REVENUES		350.00	98.38	120,670.49	(120,320.49)	34,477.2	(92.44)
Fund 402 - BROWNFIELD CAPITAL PROJEC							
000-REVENUES		124,856.00	0.00	124,856.75	(0.75)	100.00	125,019.30
Fund 402 - BROWNFIELD CAPITAL PROJEC:							
TOTAL REVENUES		124,856.00	0.00	124,856.75	(0.75)	100.00	125,019.30
Fund 469 - BUILDING AUTHORITY CONST							
000-REVENUES		0.00	0.01	0.19	(0.19)	100.00	0.21
Fund 469 - BUILDING AUTHORITY CONST:							
TOTAL REVENUES		0.00	0.01	0.19	(0.19)	100.00	0.21
Fund 470 - CONSTRUCTION FUND							
000-REVENUES		0.00	93.63	4,258.78	(4,258.78)	100.00	(204.05)

DB: Alpena

		PERIOD ENDING 06/30/2015					
ACCOUNT	DESCRIPTION	2014-15 AMENDED BUDGET	ACTIVITY FOR MONTH 06/30/2015	YTD BALANCE 06/30/2015	AVAILABLE BALANCE	% BDGT USED	YTD BALANCE 06/30/2014
Fund 470 - CONSTRUCTION FUND							
Fund 470 - CONSTRUCTION FUND:							
TOTAL REVENUES		0.00	93.63	4,258.78	(4,258.78)	100.00	(204.05)
Fund 496 - DPW CONSTRUCTION FUND							
000-REVENUES		0.00	82.31	10,969.58	(10,969.58)	100.00	14,164.43
Fund 496 - DPW CONSTRUCTION FUND:							
TOTAL REVENUES		0.00	82.31	10,969.58	(10,969.58)	100.00	14,164.43
Fund 590 - SEWAGE FUND							
000-REVENUES		2,486,515.00	120,738.14	2,906,729.59	(420,214.59)	116.90	2,308,069.42
Fund 590 - SEWAGE FUND:							
TOTAL REVENUES		2,486,515.00	120,738.14	2,906,729.59	(420,214.59)	116.90	2,308,069.42
Fund 591 - WATER FUND							
000-REVENUES		3,062,035.00	411,735.35	3,222,613.90	(160,578.90)	105.24	2,426,581.39
Fund 591 - WATER FUND:							
TOTAL REVENUES		3,062,035.00	411,735.35	3,222,613.90	(160,578.90)	105.24	2,426,581.39
Fund 633 - STORES FUND							
000-REVENUES		0.00	0.00	50,000.00	(50,000.00)	100.00	207,587.75
Fund 633 - STORES FUND:							
TOTAL REVENUES		0.00	0.00	50,000.00	(50,000.00)	100.00	207,587.75
Fund 643 - BRA REMEDIATION REVOLVING							
000-REVENUES		92,246.00	92,246.00	92,246.00	0.00	100.00	75,240.00
Fund 643 - BRA REMEDIATION REVOLVING:							
TOTAL REVENUES		92,246.00	92,246.00	92,246.00	0.00	100.00	75,240.00
Fund 661 - EQUIPMENT FUND							
000-REVENUES		0.00	43,932.87	783,162.55	(783,162.55)	100.00	716,888.97

DB: Alpena		PERIOD ENDING 06/30/2015					
ACCOUNT	DESCRIPTION	2014-15 AMENDED BUDGET	ACTIVITY FOR MONTH 06/30/2015	YTD BALANCE 06/30/2015	AVAILABLE BALANCE	% BDGT USED	YTD BALANCE 06/30/2014
Fund 661 - EQUIPMENT FUND							
Fund 661 - EQUIPMENT FUND:							
TOTAL REVENUES		0.00	43,932.87	783,162.55	(783,162.55)	100.00	716,888.97
Fund 711 - PERPETUAL LOT CARE FUND							
000-REVENUES		0.00	3,441.01	13,453.77	(13,453.77)	100.00	13,716.84
Fund 711 - PERPETUAL LOT CARE FUND:							
TOTAL REVENUES		0.00	3,441.01	13,453.77	(13,453.77)	100.00	13,716.84
Fund 731 - RETIREMENT FUND							
000-REVENUES		0.00	57,516.42	436,046.70	(436,046.70)	100.00	0.00
Fund 731 - RETIREMENT FUND:							
TOTAL REVENUES		0.00	57,516.42	436,046.70	(436,046.70)	100.00	0.00
Fund 736 - EMPLOYEE HEALTH CARE FUND							
000-REVENUES		0.00	114,938.18	413,496.60	(413,496.60)	100.00	229,906.38
Fund 736 - EMPLOYEE HEALTH CARE FUND:							
TOTAL REVENUES		0.00	114,938.18	413,496.60	(413,496.60)	100.00	229,906.38
TOTAL REVENUES - ALL FUNDS		16,344,247.00	1,529,934.92	19,014,869.31	(2,670,622.31)	116.34	17,536,101.14

## SECTION B – EXPENDITURE SUMMARY – ALL FUNDS

DB: Alpena

		2014-15	ACTIVITY FOR			
ACCOUNT	DESCRIPTION	AMENDED	MONTH	YTD BALANCE	AVAILABLE	% BDGT
		BUDGET	06/30/2015	06/30/2015	BALANCE	USED
						YTD BALANCE
						06/30/2014
Fund 101 - GENERAL FUND						
170-GENERAL	1,601,101.00	90,238.16	1,454,729.71	146,371.29	90.86	1,719,880.49
228-EXP - IT	315,047.00	14,856.81	261,000.33	54,046.67	82.84	339,248.62
261-LAKESIDE PROJECT	156,080.00	0.00	156,081.00	(1.00)	100.00	145,523.00
276-CEMETERY	139,621.00	9,958.86	124,336.84	15,284.16	89.05	144,494.68
301-POLICE	1,806,702.00	162,880.35	1,739,350.01	67,351.99	96.27	1,798,804.19
336-FIRE	1,667,849.00	102,913.78	1,647,181.46	20,667.54	98.76	1,631,367.99
344-AMBULANCE	1,833,769.00	117,589.34	1,843,753.42	(9,984.42)	100.54	1,639,146.46
440-PUBLIC WORKS	546,721.00	(3,372.88)	503,067.38	43,653.62	92.02	458,233.01
448-LIGHTS	270,094.00	43,267.58	265,741.11	4,352.89	98.39	200,162.67
750-PARKS	492,525.00	44,429.81	483,528.20	8,996.80	98.17	732,966.28
966-OTHER FINANCING USES	370,000.00	120,000.00	370,000.00	0.00	100.00	390,004.00
<hr/>						
Fund 101 - GENERAL FUND:						
TOTAL EXPENDITURES	9,199,509.00	702,761.81	8,848,769.46	350,739.54	96.19	9,199,831.39
Fund 202 - MAJOR STREET FUND						
450-ADMIN	50,037.00	5,417.86	48,264.67	1,772.33	96.46	44,118.14
451-CONSTRUCTION	308,341.00	5,046.55	267,330.40	41,010.60	86.70	230,943.01
452-MAINTENANCE	407,781.00	37,199.09	374,287.03	33,493.97	91.79	423,941.29
453-TRUNKLINE	100,430.00	3,406.93	83,661.94	16,768.06	83.30	111,016.84
<hr/>						
Fund 202 - MAJOR STREET FUND:						
TOTAL EXPENDITURES	866,589.00	51,070.43	773,544.04	93,044.96	89.26	810,019.28
Fund 203 - LOCAL STREET FUND						
450-ADMIN	47,246.00	7,286.72	49,677.45	(2,431.45)	105.15	41,566.07
451-CONSTRUCTION	148,075.00	4,682.91	100,597.16	47,477.84	67.94	136,923.31
452-MAINTENANCE	324,425.00	28,013.36	286,275.60	38,149.40	88.24	345,341.97
<hr/>						
Fund 203 - LOCAL STREET FUND:						
TOTAL EXPENDITURES	519,746.00	39,982.99	436,550.21	83,195.79	83.99	523,831.35
Fund 211 - MARINA						
760-MARINA	108,263.00	13,356.63	95,956.81	12,306.19	88.63	599,218.90
<hr/>						
Fund 211 - MARINA:						
TOTAL EXPENDITURES	108,263.00	13,356.63	95,956.81	12,306.19	88.63	599,218.90
Fund 213 - TREE/PARK IMP FUND						
751-TREE/PARK IMPROVEMENTS	0.00	0.00	33,000.00	(33,000.00)	100.00	8,000.00
<hr/>						
Fund 213 - TREE/PARK IMP FUND:						

DB: Alpena

		PERIOD ENDING 06/30/2015				
ACCOUNT DESCRIPTION	2014-15 AMENDED BUDGET	ACTIVITY FOR MONTH 06/30/2015	YTD BALANCE 06/30/2015	AVAILABLE BALANCE	% BDGT USED	YTD BALANCE 06/30/2014
Fund 213 - TREE/PARK IMP FUND						
TOTAL EXPENDITURES	0.00	0.00	33,000.00	(33,000.00)	100.00	8,000.00
Fund 216 - DDA PROJECT #2 269-DOWNTOWN DEVELOPMENT	80,313.00	5,539.25	74,692.70	5,620.30	93.00	82,944.33
<hr/>						
Fund 216 - DDA PROJECT #2:						
TOTAL EXPENDITURES	80,313.00	5,539.25	74,692.70	5,620.30	93.00	82,944.33
Fund 217 - DDA PROJECT #5 269-DOWNTOWN DEVELOPMENT	25,092.00	7,709.77	24,951.40	140.60	99.44	25,997.32
<hr/>						
Fund 217 - DDA PROJECT #5:						
TOTAL EXPENDITURES	25,092.00	7,709.77	24,951.40	140.60	99.44	25,997.32
Fund 243 - BROWNFIELD REDEV AUTH 966-OTHER FINANCING USES	14,500.00	14,500.00	14,500.00	0.00	100.00	17,800.00
<hr/>						
Fund 243 - BROWNFIELD REDEV AUTH:						
TOTAL EXPENDITURES	14,500.00	14,500.00	14,500.00	0.00	100.00	17,800.00
Fund 249 - BUILDING INSPECTION FUND 371-INSPECTION	159,075.00	22,482.51	150,157.15	8,917.85	94.39	150,626.69
<hr/>						
Fund 249 - BUILDING INSPECTION FUND:						
TOTAL EXPENDITURES	159,075.00	22,482.51	150,157.15	8,917.85	94.39	150,626.69
Fund 257 - BUDGET STABILIZATION FUND 205-STABILIZATION ACTIVITIES 966-OTHER FINANCING USES	25.00 0.00	0.00 10.18	0.00 10.18	25.00 (10.18)	0.00 100.00	0.00 0.00
<hr/>						
Fund 257 - BUDGET STABILIZATION FUND:						
TOTAL EXPENDITURES	25.00	10.18	10.18	14.82	40.72	0.00
Fund 301 - DEBT FUND 170-GENERAL 966-OTHER FINANCING USES	0.00 0.00	0.00 14,487.49	0.00 14,487.49	0.00 (14,487.49)	0.00 100.00	14,565.97 0.00
<hr/>						





DB: Alpena

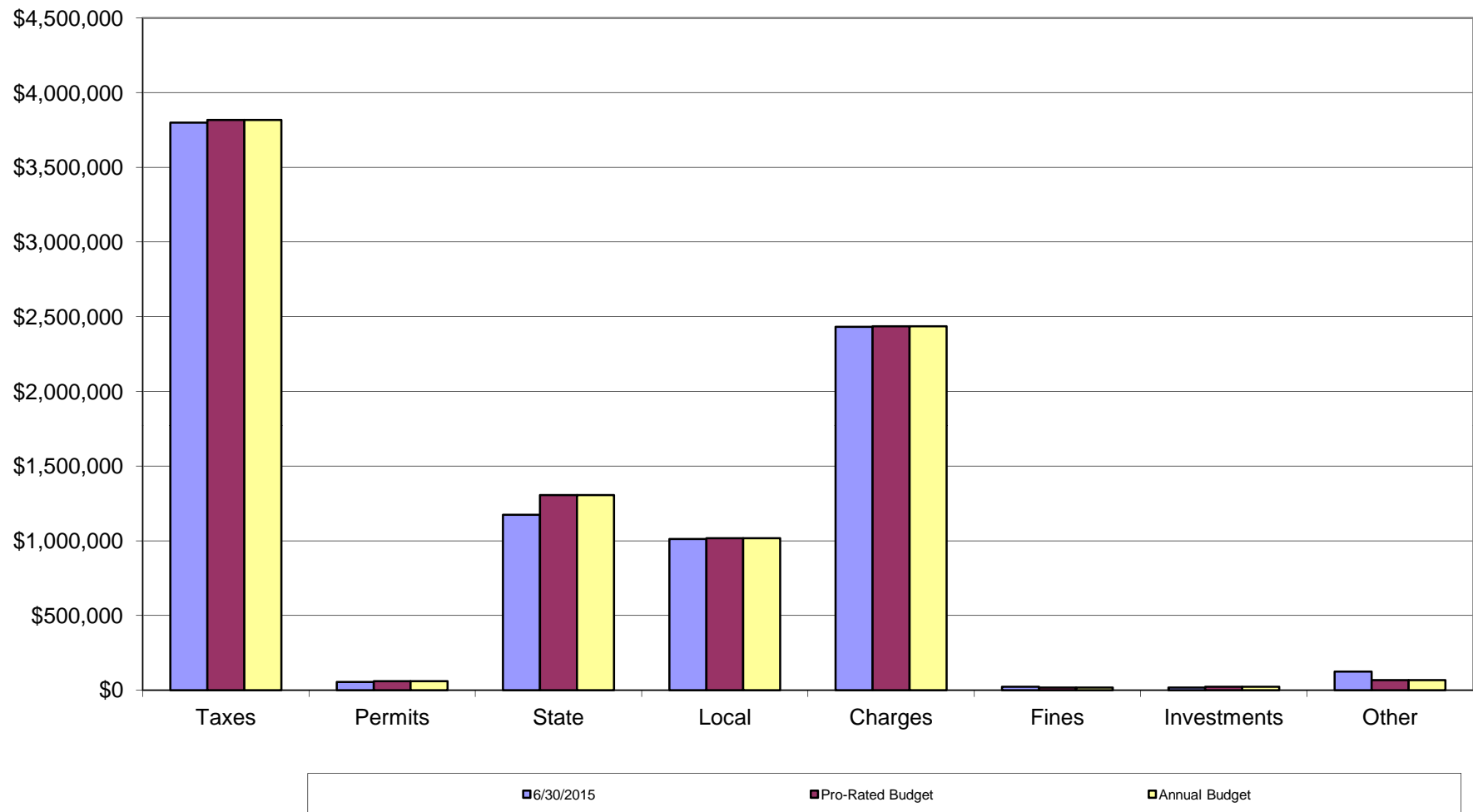
		PERIOD ENDING 06/30/2015					
ACCOUNT	DESCRIPTION	2014-15 AMENDED BUDGET	ACTIVITY FOR MONTH 06/30/2015	YTD BALANCE 06/30/2015	AVAILABLE BALANCE	% BDGT USED	YTD BALANCE 06/30/2014
Fund 731 - RETIREMENT FUND							
TOTAL EXPENDITURES		0.00	28,751.30	204,282.88	(204,282.88)	100.00	0.00
Fund 736 - EMPLOYEE HEALTH CARE FUND							
852-HEALTH INSURANCE		0.00	29,571.28	149,286.57	(149,286.57)	100.00	127,152.23
Fund 736 - EMPLOYEE HEALTH CARE FUND:							
TOTAL EXPENDITURES		0.00	29,571.28	149,286.57	(149,286.57)	100.00	127,152.23
TOTAL EXPENDITURES - ALL FUNDS		16,520,036.00	1,777,326.15	17,234,948.09	(714,912.09)	104.33	17,579,461.36

SECTION C – GRAPHICS  
CASH BALANCES AND INVESTMENTS

<b>CASH BALANCES AND INVESTMENTS</b>	<b>06/30/15</b>	<b>06/30/14</b>	<b>06/30/13</b>
<b>General</b>	3,026,936	3,109,371	3,066,339
<b>Budget Stabilization</b>	10,000	4,997	5,000
<b>Major Street</b>	708,619	699,418	702,095
<b>Local Street</b>	339,835	347,164	414,022
<b>Marina</b>	112,649	-303,460	107,537
<b>Tree/Park Imp</b>	65,721	98,505	106,555
<b>City Debt</b>	0	14,454	14,530
<b>Sewage</b>	1,897,160	1,381,160	1,710,525
<b>Water</b>	988,746	704,816	625,885
<b>D.D.A. #2</b>	236,277	191,493	184,556
<b>D.D.A. #5</b>	30,667	24,403	23,362
<b>1992/2002 G.O. Debt</b>	0	2,760	2,762
<b>Partial Payment</b>	45,369	37,439	39,618
<b>Stores</b>	-48,862	41,204	406
<b>General Trust</b>	0	0	0
<b>Building Inspection</b>	19,732	57,951	72,726
<b>Building Authority Debt</b>	18,641	2,135	3,623
<b>Building Authority Construction</b>	424	424	424
<b>Construction - Public Safety Facility</b>	246,620	330,921	341,253
<b>Construction - Dept of Public Works</b>	317,949	306,979	289,594
<b>Capital Improvement</b>	260,514	139,844	139,936
<b>Brownfield Capital Projects</b>	10,657	10,657	91,157
<b>Brownfield Redevelopment Authority</b>	4,470	5,645	10,300
<b>Brownfield Remediation Revolving</b>	137,269	102,653	52,589
<b>Economic Development</b>	3,705	3,704	3,704
<b>Retiree (Employee) Health Care</b>	826,405	562,194	459,440
<b>Equipment</b>			
Cash	918,713	1,642,955	661,955
Bonds & Notes	449,000	0	1,025,835
<b>Total</b>	<b>1,367,713</b>	<b>1,642,955</b>	<b>1,687,790</b>
<b>Perpetual Lot Care</b>			
Cash	759,930	749,582	738,353
Certificates of Deposit	150,000	150,000	150,000
Government Bonds	0	0	0
Corporate Bonds	0	0	0
<b>Total</b>	<b>909,930</b>	<b>899,582</b>	<b>888,353</b>
<b>Retirement</b>			
Cash	436,722	-7,743	897,622
Government Bonds	555,432	0	0
Corporate Bonds	9,373,841	7,751,968	9,227,512
Common Stock	7,251,103	9,838,582	7,831,474
Other Investment	7,050,000	6,750,000	5,550,000
<b>Total</b>	<b>24,667,098</b>	<b>24,332,807</b>	<b>23,506,608</b>

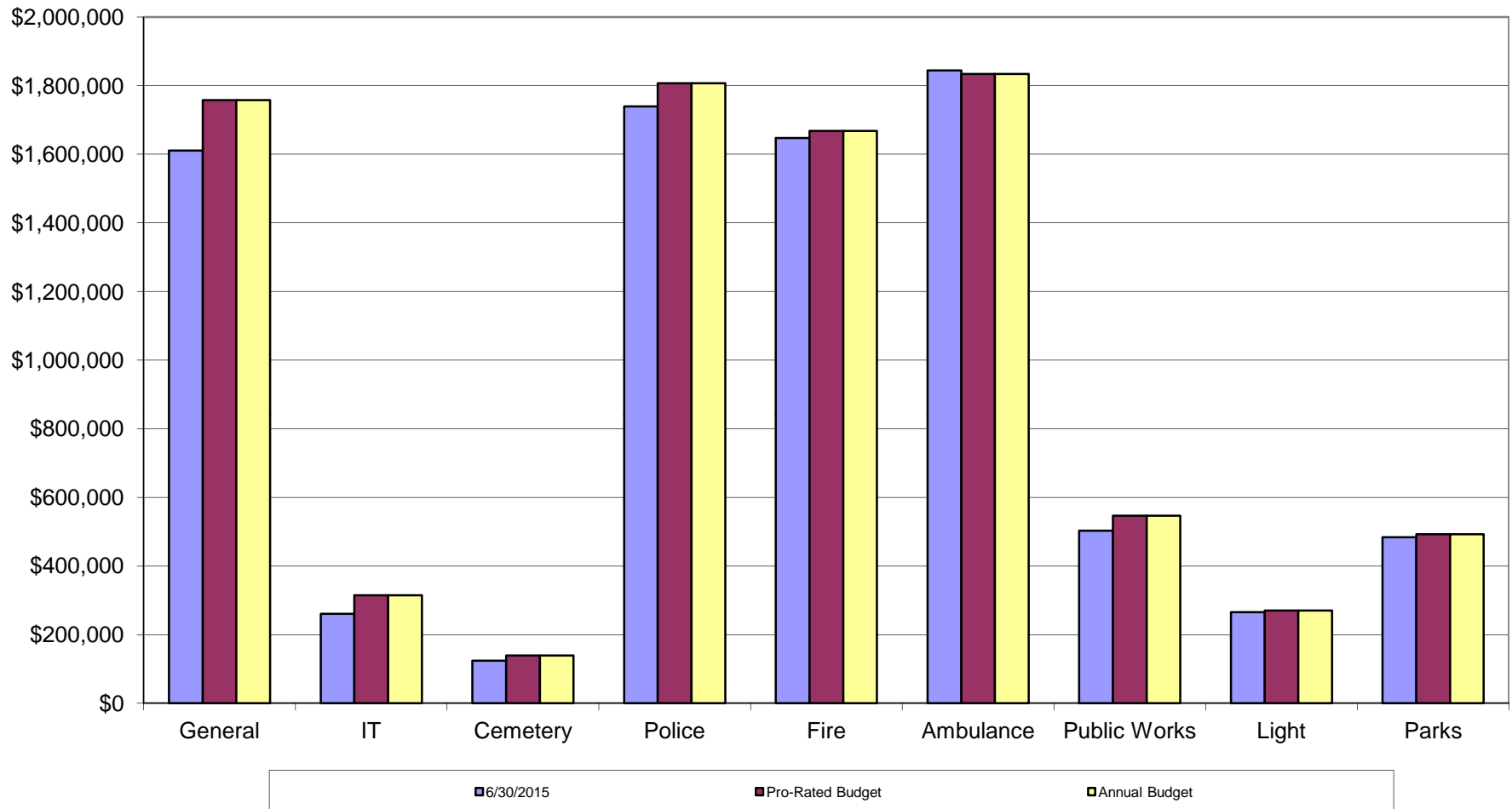
# GENERAL FUND REVENUES

July 1, 2014 to June 30, 2015



# GENERAL FUND EXPENDITURES

July 1, 2014 to June 30, 2015



**Hebert, Karen**

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**From:** Tiffany Tracey <tiffanytracey88@gmail.com>  
**Sent:** Tuesday, July 07, 2015 2:54 PM  
**To:** Hebert, Karen  
**Subject:** Options Pregnancy Center Life Ride 2015  
**Attachments:** LIFE RIDE 2015 Flyer.pdf

Good afternoon,

Below is information regarding a fundraising bike event for Options Pregnancy Center. Options Pregnancy Center is a new non-profit located in downtown Alpena. Our goal is to encourage, equip, and educate women and men who are experiencing an unexpected pregnancy.

Name of Event: Life Ride 2015

Date: Saturday, September 12, 2015

Event Description: An annual bike ride/walk to support the local work of Options Pregnancy Center. (3-mile family friendly bike, 1.5-mile walk)

Time: Ride starts at 10am, Walk starts at 10:15.

Start/End of Ride/Walk: ACC Parking Lot B (pending approval)

Estimated # of Riders: 50, all ages

Estimated # of Walkers: 25, all ages

Biking Route: From ACC Lot B, cross Johnson at designated crosswalk, pick up Bi-Path behind Van Lare, turning to the right. Follow Bi-Path behind ARMC, across Chisholm bridge, turn left at 14th, follow right onto Minor. Cross 9th near Clem's Bait & Tackle, pick up Bi-Path on south side of river, continue until 3rd Street, at which point the route detours to stop in at the Options building (139 W. Washington). From Options building, route will return down 3rd, back to Bi-path, cross the river at the 2nd Avenue bridge, turn left down Fletcher St. and take the Bi-Path along the north bank of the river. Riders will cross at the stop sign on 9th and Johnson, and follow Johnson back to Lot B, crossing Johnson at the same crosswalk.

Walking Route: Follows a similar route, but crosses the river at Rotary Bridge and returns to ACC.

#### Safety Concerns:

We will have volunteers stationed at intersections throughout the race to help riders cross roads/intersections safely. The main crossing of concern is when riders are on Minor and need to cross 9th toward Clem's. It's a busy road and minor comes in right at the corner. It would be ideal for us if we could have a volunteer crossing guard (outfitted in fluorescent yellow holding flags) help riders cross 9th at this location. The volunteer would use his or her best judgement to briefly stop traffic and let riders cross. Any thoughts or suggestions?

Are helmets required for riders, or just recommended? For children? Any laws we need to be sure we're abiding by?

Are bikers allowed to ride on sidewalks through the downtown area when detouring to the Options building?  
There will be young children riding, and we would like to be able to stay off the road as much as possible.

At this point, we anticipate the ride taking no more than an hour to complete (taking into account the detour to Options for the open house).

Attached is the event flyer.

Thank you in advance for your help, it is much appreciated!

Tiffany Tracey  
Options Pregnancy Center Board Member  
[989-255-6172](tel:989-255-6172)

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This message has been scanned for viruses and  
dangerous content by [MailScanner](#), and is  
believed to be clean.

**ORDINANCE NO. 15-431**

AN ORDINANCE OF THE CITY OF ALPENA, MICHIGAN, AMENDING CHAPTER 10 – ANIMALS; ARTICLE I BY THE ADDITION OF SECTION 12 – ABANDONED ANIMALS AND SECTION 13 – DANGEROUS OR VICIOUS ANIMALS. BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE CITY OF ALPENA, STATE OF MICHIGAN, AS FOLLOWS:

I. Chapter 10, Animals, Article I shall be amended by the addition of Section 12 as follows:

**Section 10-12. Abandoned Animals.**

Any cat, dog or other animal within the City limits that appears to be abandoned or whose owner is either unknown or cannot be located shall be subject to this Ordinance.

Any person who finds an abandoned animal within the City of Alpena shall immediately notify the Animal Control office within the County of Alpena.

II. Chapter 10, Animals, Article I shall be amended by the addition of Section 13 as follows:

**Section 10-13: Dangerous or Vicious Animals.**

No person shall own, harbor, or keep a dangerous or vicious animal, either licensed or unlicensed, within the city limits, except in accordance with the provisions of this Ordinance.

**A. Definitions.**

The following words, terms and phrases, when used in this section shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

1. **Vicious animal** means any animal which, without provocation, in a vicious or terrorizing manner approaches any person in apparent attitude of attack upon the streets, sidewalks, or any public grounds or places; or any specific animal with a known propensity, tendency, or disposition to attack unprovoked, or to cause injury or to otherwise endanger the safety of human beings or domestic animals; or any animal which bites, inflicts injury, or otherwise attacks a human being or domestic animal without provocation on public or private property, or any dog owned or harbored primarily or in part for the purpose of dog fighting or any dog trained for dog fighting.

2. The term "vicious animal" does not include the following:
  - a. An animal that causes injury or damage to a person or other animal, that at the time the injury or damage was sustained, was committing a willful trespass or other tort upon the premises occupied by the owner or keeper of the animal.
  - b. An animal that causes injury or damage to a person who was teasing, tormenting, abusing, or assaulting the animal, or was committing or attempting to commit a crime.
  - c. An animal that was protecting or defending a person within the immediate vicinity of the animal from an unjustified attack or assault.
  - d. An animal that causes injury or damage to a domestic animal that was teasing, tormenting, abusing, or assaulting the animal.
  - e. Animals owned and controlled by local, state, and federal law enforcement agencies which are used in law enforcement or related activities.

## **B. Regulation.**

1. **Declaration of purpose.** The city declares vicious animals, as defined in this section, as a serious and widespread threat to the health, safety, and welfare of the members of the general public. It is further declared that the owning, keeping, or harboring of vicious animals is a nuisance which must be regulated in the interest of the public health, safety, and welfare and/or abated.

2. **Impoundment of a suspected vicious animal.** In the event any law enforcement officer has probable cause to believe that a particular animal is vicious and may pose a threat of serious harm to human beings or other domestic animals, the law enforcement officer may seize and impound the animal pending a hearing or trial pertaining to prosecution of the animal owner or other owner, for harboring, keeping, or maintaining a vicious animal. The owner and/or other person harboring, keeping, or maintaining the animal shall pay all costs and expenses incurred in conjunction with the impoundment of the animal.

3. **Upon conviction of harboring a vicious animal.** Upon the conviction of keeping, maintaining, or harboring a vicious animal, the animal shall be destroyed, removed from the city, or subject to the requirements set forth in subsection 4(a)-(j) of this section as the court deems appropriate.

4. **Requirements for harboring a vicious animal.** Upon conviction of an owner or other person for keeping, maintaining, or harboring a vicious animal which does not result in an order to destroy the animal, and/or upon a determination by a court of appropriate authority that a particular animal is vicious but is not subject to destruction, the following requirements shall apply:

- a. **License application.** The owner shall apply to the city clerk's office for a vicious animal license which shall be valid for one year from the date of its approval

provided all conditions of this section and any applicable court order have been met. The license shall be renewable provided that the animal is to be kept on the same premises under the same conditions and its owner or keeper or person in custody of the animal has not violated any condition of this section or court order during the previous license year. Such license shall be transferable if all conditions of licensing are met by a new owner.

**b. Insurance.** Prior to the receipt of a license, the owner shall present to the city clerk's office proof that the owner has procured liability insurance in the amount of at least \$100,000.00 covering any damage or injury which may be caused by such vicious animal during the 12-month period for which licensing is sought, which policy shall contain a provision requiring the city to be named as additional insured for the sole purpose of the city to be notified by the insurance company of any cancellation, termination or expiration of the liability insurance policy. In addition, the owner shall sign a statement attesting that he or she shall maintain and not voluntarily cancel the liability insurance during the 12- month period for which licensing is sought, unless the owner shall cease to own the vicious animal prior to expiration of such license.

**c. Microchip.** Prior to receipt of a license, the owner shall, at his or her own expense, have a microchip inserted and activated by an accredited veterinarian with the number registered with the city clerk's office. The owner shall also provide the city clerk's office with a current telephone number.

**d. Signs.** Prior to receipt of a license, the owner shall display a sign in a prominent place on his or her premises warning of a vicious animal on the premises. Said sign shall not be larger than 2' x 2' and state "vicious animal kept here" and shall be visible and capable of being read from the public street.

**e. Confinement outdoors.** Prior to receipt of a license, the owner shall provide for the confinement of the vicious animal. Specifically, when outdoors, the animal shall be confined in a pen or structure with secure sides and top attached to all sides. The structure shall be secured to the ground in accordance with standards set forth in the City of Alpena Building and Zoning Codes. Such structure shall not exceed six feet in height. It shall, in addition, be constructed of materials and consist of a design suitable to prevent escape of the animal and entry of young children. Additionally, the size and location of the structure shall comply with provisions of zoning, including lot coverage and setback requirements, applicable to accessory structures on the premises. Whenever the animal is inside the structure, the structure shall be locked with a padlock or key lock. Such pens or structures must be adequately lit and kept in a clean and sanitary condition.

**f. Confinement indoors.** No vicious animal shall be kept on a porch, patio, or in any part of a house or structure that would allow the animal to exit of its own volition. In addition, no such animal may be kept in a house or structure when the windows are open or when screen windows are open or when screen windows or screen doors are the only obstacle preventing the animal from exiting.

**g. Identification photographs.** Prior to receipt of a license, the owner shall provide the city clerk's office with two color photographs of the vicious animal which clearly show the color and approximate size of the animal.

**h. License fee.** The owner shall pay a license fee in an amount as adopted by city council from time to time.

**i. Leash and muzzle requirement.** It shall be unlawful for any owner to allow or cause, by acquiescence or other means, any vicious animal to be outside of the dwelling of the owner or outside the enclosure unless it is necessary for the owner to obtain veterinary care for the vicious animal, to sell or give away the vicious animal, to comply with the commands or directions of the court or law enforcement officer with respect to the vicious animal, or to comply with the licensing provisions of this section. In such event, the vicious animal shall be securely muzzled and restrained with a choker chain leash having a minimum tensile strength of 300 pounds and not exceeding three feet in length. The muzzle shall be made in a manner that will not cause injury to the animal or interfere with its vision or respiration, but shall prevent it from biting any human or animal. The animal shall be under direct control and supervision of the owner of the vicious animal or his or her agent, either of whom shall be, in any event, a person 18 years of age or older and physically capable of restraining the animal.

**j. Reporting requirements.** An owner shall notify the city police department immediately upon discovery that a vicious animal is on the loose, is unconfined, has attacked an animal or human being, or has been stolen. An owner shall notify the city police department in writing within one day of the removal of a vicious animal from the city or the animal's death; the birth or existence of the animal's offspring within the city; the new address of a vicious animal should the owner move within the city limits, and the name, address, and telephone number of a new owner of the animal.

### **C. Penalties.**

1. In the event any owner fails to comply with any condition set forth in this Ordinance regarding the destruction, removal, or harboring of a vicious animal, a law enforcement officer shall have the authority to confiscate the animal and impound it pending:

- a. A hearing requiring the owner of the animal to show cause why the animal should not be immediately destroyed;
- b. A probation violation hearing; or
- c. Other hearing as may be permitted by law.

Furthermore, any person found guilty of violating any of the provisions of this section shall pay all expenses, including shelter, food and veterinary expenses, necessitated by the seizure of any animal for the protection of the public, and such other expenses as may be required for the destruction of such animal. Such payment shall be in addition to the penalties provided herein.

2. Further, the violation of any provision of this section shall constitute a misdemeanor punishable by a fine not to exceed \$500.00 or jail not to exceed 90 days or both or any other remedy provided by law.

**EFFECTIVE DATE**

**THE PROVISIONS OF THIS ORDINANCE SHALL TAKE EFFECT TEN (10) DAYS AFTER BEING ADOPTED BY THE MUNICIPAL COUNCIL AND DULY PUBLISHED.**

**I HEREBY CERTIFY THAT THE ABOVE ORDINANCE WAS ADOPTED BY THE MUNICIPAL COUNCIL OF THE CITY OF ALPENA, MICHIGAN, AT A REGULAR MEETING HELD ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 2015.**

**Matthew J. Waligora  
Mayor**

**Karen Hebert  
City Clerk/Treasurer/Finance Director**

**First Presented: \_\_\_\_\_ 2015**

**Adopted: \_\_\_\_\_, 2015**

**Published: \_\_\_\_\_, 2015**

**William A. Pfeifer, City Attorney**

**ORDINANCE NO. 15-432**

AN ORDINANCE OF THE CITY OF ALPENA, MICHIGAN, AMENDING CHAPTER 10 – ANIMALS; ARTICLE II – DOGS; SECTION 32, NOT TO RUN AT LARGE. BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE CITY OF ALPENA, STATE OF MICHIGAN, AS FOLLOWS:

Chapter 10, Animals; Article II – Dogs; Section 32, Not to run at large shall be amended as follows:

- A. No person who owns, possesses, or has charge of any dog known to be of an ugly disposition or dangerous to persons or property shall permit or allow the dog, whether licensed or unlicensed, to be at large at any time in the city.
- B. No person shall permit or allow any dog, whether licensed or unlicensed, to run at large or stray beyond the premises of the owner.
- C. A dog of any breed within the City that is not on its owner's property, shall be required to be on a leash and under the reasonable control of its owner.
- D. A dog of any breed within the City that is tied up or leashed on its owner's unfenced property shall be secured in such a way that it is not able to get within 2 feet of any lot line of the property.

**EFFECTIVE DATE**

THE PROVISIONS OF THIS ORDINANCE SHALL TAKE EFFECT TEN (10) DAYS AFTER BEING ADOPTED BY THE MUNICIPAL COUNCIL AND DULY PUBLISHED.

I HEREBY CERTIFY THAT THE ABOVE ORDINANCE WAS ADOPTED BY  
THE MUNICIPAL COUNCIL OF THE CITY OF ALPENA, MICHIGAN, AT A  
REGULAR MEETING HELD ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 2015.

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

\_\_\_\_\_  
Karen Hebert  
City Clerk/Treasurer/Finance Director

First Presented: \_\_\_\_\_, 2015  
Adopted: \_\_\_\_\_, 2015  
Published: \_\_\_\_\_, 2015

William A. Pfeifer, City Attorney

**ORDINANCE NO. 15-433**

AN ORDINANCE OF THE CITY OF ALPENA, MICHIGAN, AMENDING CHAPTER 58 – PARKS, RECREATION AND CITY PROPERTY; ARTICLE III – USE OF PARKS, RECREATIONAL FACILITIES AND CITY PROPERTY; SECTION 58-62 PROHIBITED ACTS, SUBSECTION (10). BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE CITY OF ALPENA, STATE OF MICHIGAN, AS FOLLOWS:

Chapter 58, Parks, Recreation and City Property; Article III – Use of Parks, Recreational Facilities and City Property; Section 58-62 Prohibited Acts; Subsection (10) be amended as follows:

(10) Animals. It shall be unlawful to bring any dangerous animal into any park or on city property, and it shall be unlawful to permit any dog to be in any park or on city property unless such dog is on a leash and under the reasonable control of its owner.

**EFFECTIVE DATE**

THE PROVISIONS OF THIS ORDINANCE SHALL TAKE EFFECT TEN (10) DAYS AFTER BEING ADOPTED BY THE MUNICIPAL COUNCIL AND DULY PUBLISHED.

I HEREBY CERTIFY THAT THE ABOVE ORDINANCE WAS ADOPTED BY  
THE MUNICIPAL COUNCIL OF THE CITY OF ALPENA, MICHIGAN, AT A  
REGULAR MEETING HELD ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 2015.

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

\_\_\_\_\_  
Karen Hebert  
City Clerk/Treasurer/Finance Director

First Presented: \_\_\_\_\_, 2015  
Adopted: \_\_\_\_\_, 2015  
Published: \_\_\_\_\_, 2015

William A. Pfeifer, City Attorney

**City of Alpena**  
**Fee Schedule Amendment**

Vicious Animal Permit Fee Application (includes required signage provided by City)	\$150.00 annually
Replacement "Vicious Animal Kept Here" Signs	At Cost




# Memorandum

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Date: July 10, 2015

To: Greg Sundin, City Manager

Copy: Karen Hebert, City Clerk/Treasurer/Finance Director

From: Rich Sullenger, City Engineer 

Subject: Second Avenue Bridge Reconstruction Design Services

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The City of Alpena has been granted funding through the Local Bridge Program for rehabilitation of the Second Avenue Bridge. This will include 90% funding with federal funds, 5% funding with state funds, and the City of Alpena will provide 5% of the construction costs. All design and construction inspection services are the responsibility of the City of Alpena. The state and federal portions of the project, which is the grant amount, provides \$2,172,000 towards the reconstruction.

To provide these design services, I am recommending the use of Tetra Tech out of Brighton Michigan. Tetra Tech employees, either under that company or when they were employed locally by Wilcox Engineering, have been providing the biennial bridge inspections on the Second Avenue Bridge for the last 8 years, and also prepared our funding application to the Local Bridge Program. As they are the most familiar with the structure and employees of Tetra Tech also oversaw the 1988 rehabilitation of the bridge, they are the most qualified to undertake and oversee this project.

Tetra Tech has solicited proposals from two companies they feel have the appropriate experience level with moveable bridges to assist in the mechanical and electrical portions of the project. Of the two solicited, they elected to use Transystems out of Cleveland Ohio who was also the lowest price quote they received.

The first phase of the design services is to perform a detailed inspection and report to further delineate the needs and requirements to rehabilitate the bridge. The work activities to be performed by both Tetra Tech and Transystems are outlined in the attached price proposal. The detailed inspection will be performed at a cost of \$79,047. The final design services following this detailed inspection are anticipated to cost between \$180,000 and \$200,000 additionally. This is in line with the anticipated design services cost planned for this project.

It is my recommendation, as City Engineer, that City Council authorize the contract with Tetra Tech for design services on the Second Avenue Bridge and award the detailed inspection portion of the design services to them in the amount of \$79,047.

Attachment



## TETRA TECH OF MICHIGAN, P.C.

July 1, 2015

Mr. Rich Sullenger  
City Engineer  
City of Alpena  
208 N First Avenue  
Alpena, MI 49707

**Re: Proposal for Detailed Bridge Inspection for the Second Ave Bridge**

Dear Mr. Sullenger:

In response to your request, Tetra Tech is pleased to submit this proposal for detailed bridge inspection and report for the Second Avenue Bridge over Thunder Bay River in the City of Alpena. Tetra Tech will be assisted by Huron Engineering and Surveying Inc., Transystems, and Stafford Bandlow Engineering, Inc. (subconsultant to Transystems). Assistance from the City and maintenance contractor, Thunder Bay Electric, will also be necessary. Assistance from City and contractor is needed for opening the bridge, observing routine maintenance and checking electrical components.

**SCOPE OF SERVICES**

The scope of work will include detailed inspections and reports that will document the conditions found during the inspection and operation of the mechanical, electrical, and structural systems. The scope of work will also be of sufficient depth to define the scope of construction work and additional design services required to return the bridge to reliable operating condition.

**Inspections**

The inspections will include: structural inspection, mechanical inspection, electrical inspection, and MIOSHA safety inspection. We propose the following services for the inspections, survey work, and reports.

*Structural*

- Inspect superstructure and substructure above the waterline. The inspection will be close (arm's reach) of all steel and concrete surfaces with the exception of soffits of decks and ceilings, which will be visually inspected.
- Incorporate conditions found during separate underwater inspection scope of services. The underwater inspection will also include cross sections of the river.
- Provide sketches and photos locating areas of section loss, cracks, and deterioration of steel and concrete members. A digital thickness gage will be used to measure current steel section loss and section loss painted over. Section loss will be located with spray chalk on exterior surfaces, and temporary marking paint on interior surfaces prior to taking photos.
- Locate proposed temporary support locations for bearing repairs.
- Draft outline of superstructure and substructure for locating repairs.

**Tetra Tech, Inc.**

123 Brighton Lake Road, Suite 203, Brighton, MI 48116  
Tel 810.220.2112 Fax 810.220.0094 [www.tetratech.com](http://www.tetratech.com)



- Prepare recommendations for below water construction work if necessary.
- Determine limits of painting and identify all the steel to steel connections that will require
- Miscellaneous areas of steel section loss that are anticipated include: gusset plates, lattice bracing, bearing plates, hand railing connections, and anchor rods. Wind bracing replacement on the superstructure is expected and will be located. Pack rust, missing bolts and any other possible steel repairs will also be noted.
- Miscellaneous concrete related repairs that are expected include: deck expansion joints, concrete patching, PCI beams end repairs, concrete tee-beam repairs, concrete pier cap thickening, and concrete joint seals. The cross section limits of expansion joint replacements will be determined.

### *MIOSHA Safety*

- Evaluate access requirements for inspection/maintenance personnel.
- Compare ladders, stairs, and handrails with current standards.

### *Mechanical*

- Inspect all mechanical systems for adequacy of lubrication, leakage, cracks, unusual noise, corrosion, and wear.
- Take gear tooth measurements and observe contact patterns to quantify wear and assess current alignment of the mating gear teeth.
- Measure bearing clearance at all accessible bearings to quantify wear and assess alignment.
- Check all accessible brakes for proper function, torque settings, shoe wear, drum condition, and alignment.
- Visually inspect all bolts, couplings, machinery supports and other mechanical items.
- Observe all machinery systems while at rest and during operation.
- Inspect the trunnion bearing assemblies to the extent possible and to the extent permitted by access. We will document bearing clearances at all trunnion bearings.
- Check the live load supports for proper anchorage to the pier and for contact between the live load shoe and the strike plate. In addition, the live load supports will be observed under the live load of traffic for movement.
- Closely inspect and measure all span lock machinery as necessary to document the condition of the span lock components.
- Measure clearances between the span lock jaws and receivers.
- Inspect components of the auxiliary drive and observe the drive during operation if personnel are available to operate the auxiliary drive.



*Electrical*

- Traffic signals, gates/barriers
  - Inspect and confirm the control system safety interlocking that prevents bridge machinery operation before gates/barriers are down.
  - Document the operation, sequencing, and physical condition of the machinery.
- Navigation lights
  - Observe operation of navigation lights.
  - Document the functionality and physical integrity of the components.
- Conduit, wiring, junction boxes, and enclosures
  - Document the physical integrity of these components.
- Drive motors
  - Review the physical integrity of the drive motor installations while stationary and during operation. This includes mounting bolts, frame movement, noise and vibration, shaft end play during operation (depending on safe access), ventilation openings, dirt and debris build up, cable connections, brushes, and commutators/slip rings. Any attached components will be covered under the mechanical inspection.
  - Record motor currents during raising and lowering of the bascule span. The current will be recorded using a data acquisition system, and graphical results will be provided in the report.
  - Record insulation resistance measurements (Megger) for all motors.
- Other motors
  - Review the physical integrity of the motor installations while stationary and during operation.
  - Record insulation resistance measurements (Megger) for all motors.
- Brakes
  - Document the physical integrity of the electrical components associated with the brakes.
  - Document and test the functionality of limit switches installed on the brakes.
- Span locks
  - Document the physical integrity of the electrical components associated with the locks.
- Limit switches/span position devices
  - Document the physical integrity of limit switches and span position hardware.
  - Document the functionality of limit switches and span position devices as it relates to the operation of the bascule bridge.
- Control system
  - Document the physical integrity of the components.
  - Analyze and document the control logic correct functionality and safe operation of the bascule bridge.
  - Document the functionality of all key safety interlocks.
- Incoming service
  - Inspect the incoming service for code compliance and reliability of service.



## TETRA TECH OF MICHIGAN, P.C.

- Record, using data acquisition system, the incoming service electrical operating parameters.
- Generator
  - Inspect the standby generator for code compliance and reliability of service.
  - Observe bridge operation on the standby generator if personnel are available to operate the bridge in standby generator.

### *Bridge Operation*

- Monitor bridge operation to check acceleration, deceleration, braking, seating, and speed control during operation.
- Test and document all sequential and safety interlocks.
- Document the physical integrity of the components.

### **Report**

Following completion of the site work, a condition report will be prepared. The report will be separated into structural, safety, bridge operation, mechanical, and electrical sections. The report will provide a brief description of the various bridge systems and summarize all findings. All measurements will be tabulated and identified by location according to schematic diagrams of the operating and support system. Color photographs of conditions of interest and deficiencies will be included in the report. Recommendations will be provided for all required maintenance and repairs. The report will include the costs for any further inspection that may be required, as well as engineering (preparation of PS&E for recommended rehabilitation work) and budgetary construction cost estimates.

For use in performing future detailed inspection, a set of instructions (white paper) will be prepared. This will include a schedule for required future detailed inspections.

### **SCHEDULE**

Upon receiving a contract for the proposed work; we will complete the inspections and report within 60 days.

### **STAFF**

The Tetra Tech team has MDOT pre-qualifications for Complex Bridges and Moveable Span Bridges.

Our proposed Project Manager/Team Leader will be a professional engineer licensed to practice in the state of Michigan. Tetra Tech proposes to use the following key team member for this project:

Project Manager  
QA/QC Engineer/Site Inspection

Scott Buchholz, P.E.  
Gary Warnke, P.E.



## TETRA TECH OF MICHIGAN, P.C.

### COMPENSATION

Tetra Tech will perform this work for the lump sum fee of **\$79,047**.

If you concur with our proposal, please sign in the space provided and return the proposal to indicate your authorization to proceed. The acceptance for this project is comprised of this proposal and the attached Standard Terms and Conditions.

Please contact us with any questions or comments you may have. We look forward to working with The City of Alpena. This proposal is valid for 30 days. If you have any questions regarding this proposed scope of work, please contact me at (810) 542-2059.

We look forward to working with you on this project.

Sincerely,

Scott J. Buchholz, P.E.  
Senior Project Manager

Encl.: Standard Terms and Conditions

**PROPOSAL ACCEPTED BY**\_\_\_\_\_

**TITLE**\_\_\_\_\_ **DATE**\_\_\_\_\_

\_\_\_\_\_

7/1/2015

**Proposed Person Hours and Fees**  
**Design Engineering Services for City of Alpena**  
**Bridge Preventative Maintenance Project**  
**Bridge Rehabilitation - 2nd Ave over Thunder Bay**

<b>Inspection Task</b>	<b>Project Manager</b>	<b>Sr. Engineer</b>	<b>Eng. V</b>	<b>Eng. IV</b>	<b>Total</b>
Project Management	8				8
Inspection Preparation	2	16		5	23
Structural Inspection	36	36			72
MIOSHA Safety Inspection			14		14
Report	40	8	2	16	66
Detailed Inspection White Paper	10				10
Total Hours	96	60	16	21	193
Pay Rate	\$58.65	\$60.00	\$46.69	\$39.90	
Direct Labor	\$5,630.40	\$3,600.00	\$747.04	\$837.90	\$10,815.34
Overhead - Labor (173.57%)	\$9,772.69		\$1,296.64	\$1,454.34	\$12,523.67
Overhead -Labor (20%)		\$720.00			\$720.00
Overhead - Technology (\$2.87/Hr)	\$275.52		\$45.92	\$60.27	\$381.71
Profit (11% labor plus labor overhead)	\$1,694.34	\$475.20	\$224.80	\$252.15	\$2,646.49
Total Labor Cost					\$27,087.21

**Direct Costs**

	<b><u>Cost/Unit</u></b>	<b><u>Quantity</u></b>	<b><u>Total</u></b>
Per Diem	148	11	\$1,628.00
Travel	0.60	2000	\$1,200.00
Misc. / Paint	100	Lump Sum	\$100.00
Total Direct Costs			\$2,928.00

**Subconsults**

Huron Engineering & Surveying	\$1,900.00
Transystems	\$47,132.00
Total Subconsultants	\$49,032.00

**Cost Summary**

Total Labor Cost	\$27,087.21
Total Direct Costs	\$2,928.00
Total Subconsultant Cost	\$49,032.00
<b>Total</b>	<b>\$79,047</b>



Tetra Tech  
 123 Brighton Lake Road, Brighton MI 48116  
 Tel 810.220.2112 Fax 810.220.0094 www.tetrattech.com

Inspection Task	Sr. Mech Engr.	Sr. Elect. Engr.	Sr. Eng	ME I	EE I	ME II/EE II	Total
Inspection Prep	2	2	0	4	4	4	16
Inspection and Mobilization	32	32	0	32	32	0	128
Report	24	24	0	24	12	8	92
Meeting	4	4	0	0	0	0	8
TranSystems PM/Coordination	0	0	8	0	0	0	8
TranSystems Review	0	0	12	0	0	0	12
TranSystems Inspection	0	0	32	0	0	0	32
Project Mgt./Coordination	4	4	0	0	0	0	8
Total Hours	66	66	48	60	48	12	304
Hourly Pay Rate	58.65	75.00	52.56	36	32.45	32.45	
Direct Labor Cost	3,871	4,950	2,523	1,947	1,558	389	15,238
Overhead (139.15%)	5,386	6,888	3,511	2,709	2,167	542	21,203
Profit (11% of labor plus overhead)	1,018	1,302	664	512	410	102	4,009
Total Labor Cost (\$)	10,276	13,140	6,697	5,168	4,135	1,034	40,450

Direct Costs	Cost/Unit	Quantity	Total
Per Diem	148	10	1484
Rental Car	100	5	500
Airfare & Baggage Fees	1000	4	4000
Mileage	0.575	450	259
Parking	24	10	240
Miscellaneous	200	Lump Sum	200
Total Direct Costs			6,682

#### Cost Summary

Total Labor Cost (\$)	40,450
Total Direct Costs (\$)	<u>6,682</u>
Total Cost (\$)	47,132



## Tetra Tech of Michigan, PC

### Design and Construction Services Standard Terms & Conditions

**Services** Consultant will perform services for the Project as set forth in the provisions for Scope of Work/Fee/Schedule in the proposal and in accordance with these Terms & Conditions. Consultant has developed the Project scope of service, schedule, and compensation based on available information and various assumptions. The Client acknowledges that adjustments to the schedule and compensation may be necessary based on the actual circumstances encountered by Consultant in performing their services. Consultant is authorized to proceed with services upon receipt of an executed Agreement.

**Compensation** In consideration of the services performed by Consultant, the Client shall pay Consultant in the manner set forth above. The parties acknowledge that terms of compensation are based on an orderly and continuous progress of the Project. Compensation shall be equitably adjusted for delays or extensions of time beyond the control of Consultant. Where total project compensation has been separately identified for various tasks, Consultant may adjust the amounts allocated between tasks as the work progresses so long as the total compensation amount for the project is not exceeded.

**Fee Definitions** The following fee types shall apply to methods of payment:

- **Salary Cost** is defined as the individual's base salary plus customary and statutory benefits. Statutory benefits shall be as prescribed by law and customary benefits shall be as established by Consultant employment policy.
- **Cost Plus** is defined as the individual's base salary plus actual overhead plus professional fee. Overhead shall include customary and statutory benefits, administrative expense, and non-project operating costs.
- **Lump Sum** is defined as a fixed price amount for the scope of services described.
- **Standard Rates** is defined as individual time multiplied by standard billing rates for that individual.
- **Subcontracted Services** are defined as Project-related services provided by other parties to Consultant.
- **Reimbursable Expenses** are defined as actual expenses incurred in connection with the Project.

**Payment Terms** Consultant shall submit invoices at least once per month for services performed and Client shall pay the full invoice amount within 30 days of the invoice date. Invoices will be considered correct if not questioned in writing within 10 days of the invoice date. Client payment to Consultant is not contingent on arrangement of project financing or receipt of funds from a third party. In the event the Client disputes the invoice or any portion thereof, the undisputed portion shall be paid to Consultant based on terms of this Agreement. Invoices not in dispute and unpaid after 30 days shall accrue interest at the rate of one and one-half percent per month (or the maximum percentage allowed by law, whichever is the lesser). Invoice payment delayed beyond 60 days shall give Consultant the right to stop work until payments are current. Non-payment beyond 70 days shall be just cause for termination by Consultant.

**Additional Services** The Client and Consultant acknowledge that additional services may be necessary for the Project to address issues that may not be known at Project initiation or that may be required to address circumstances that were not foreseen. In that event, Consultant notify the Client of the need for additional services and the Client shall pay for such additional services in an amount and manner as the parties may subsequently agree.

**Site Access** The Client shall obtain all necessary approvals for Consultant to access the Project site(s).

**Underground Facilities** Consultant and/or its authorized subcontractor will conduct research and perform site reconnaissance in an effort to discover the location of existing underground facilities prior to developing boring plans, conducting borings, or undertaking invasive subsurface investigations. Client recognizes that accurate drawings or knowledge of the location of such facilities may not exist, or that research may reveal as-built drawings or other documents that may inaccurately show, or not show, the location of existing underground facilities. In such events, except for the sole negligence, willful misconduct, or practice not conforming to the Standard of Care cited in this Agreement, Client agrees to indemnify and hold Consultant and/or its Subcontractor harmless from any and all property damage, injury, or economic loss arising or allegedly arising from borings or other subsurface penetrations.

**Regulated Wastes** Client is responsible for the disposal of all regulated wastes generated as a result of services provided under this Agreement. Consultant and Client mutually agree that Consultant assumes no responsibility for the waste or disposal thereof.

**Contractor Selection** Consultant may make recommendations concerning award of construction contracts and products. The Client acknowledges that the final selection of construction contractors and products is the Client's sole responsibility.

**Ownership of Documents** Drawings, specifications, reports, programs, manuals, or other documents, including all documents on electronic media, prepared under this Agreement are instruments of service and are, and shall remain, the property of Consultant. Record documents of service shall be based on the printed copy. Consultant will retain all common law, statutory, and other reserved rights, including the copyright thereto. Consultant will furnish documents electronically; however, the Client releases Consultant from any liability that may result from

documents used in this form. Consultant shall not be held liable for reuse of documents or modifications thereof by the Client or its representatives for any purpose other than the original intent of this Agreement, without written authorization of and appropriate compensation to Consultant.

**Standard of Care** Services provided by Consultant under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Consultant makes no warranty or guaranty, either express or implied. Consultant will not be liable for the cost of any omission that adds value to the Project.

**Period of Service** Consultant shall perform the services for the Project in a timely manner consistent with sound professional practice. Consultant will strive to perform its services according to the Project schedule set forth in the provisions for Scope of Work/Fee/Schedule above. The services of each task shall be considered complete when deliverables for the task have been presented to the Client. Consultant shall be entitled to an extension of time and compensation adjustment for any delay beyond Consultant control.

**Insurance and Liability** Consultant shall maintain the following insurance and coverage limits during the period of service. The Client will be named as an additional insured on the Commercial General Liability and Automobile Liability insurance policies.

Worker's Compensation – as required by applicable state statute

Commercial General Liability - \$1,000,000 per occurrence for bodily injury, including death and property damage, and \$2,000,000 in the aggregate

Automobile Liability - \$1,000,000 combined single limit for bodily injury and property damage

Professional Liability (E&O) - \$1,000,000 each claim and in the aggregate

The Client shall make arrangements for Builder's Risk, Protective Liability, Pollution Prevention, and other specific insurance coverage warranted for the Project in amounts appropriate to the Project value and risks. Consultant shall be a named insured on those policies where Consultant may be at risk. The Client shall obtain the counsel of others in setting insurance limits for construction contracts.

**Indemnification** Consultant shall indemnify and hold harmless the Client and its employees from any liability, settlements, loss, or costs (including reasonable attorneys' fees and costs of defense) to the extent caused solely by the negligent act, error, or omission of Consultant in the performance of services under this Agreement. If such damage results in part by the negligence of another party, Consultant shall be liable only to the extent of Consultant's proportional negligence.

**Dispute Resolution** The Client and Consultant agree that they shall diligently pursue resolution of all disagreements within 45 days of either party's written notice using a mutually acceptable form of mediated dispute resolution prior to exercising their rights under law. Consultant shall continue to perform services for the Project and the Client shall pay for such services during the dispute resolution process unless the Client issues a written notice to suspend work.

**Suspension of Work** The Client may suspend services performed by Consultant with cause upon fourteen (14) days written notice. Consultant shall submit an invoice for services performed up to the effective date of the work suspension and the Client shall pay Consultant all outstanding invoices within fourteen (14) days. If the work suspension exceeds thirty (30) days from the effective work suspension date, Consultant shall be entitled to renegotiate the Project schedule and the compensation terms for the Project.

**Termination** The Client or Consultant may terminate services on the Project upon seven (7) days written notice without cause or in the event of substantial failure by the other party to fulfill its obligations of the terms hereunder. Consultant shall submit an invoice for services performed up to the effective date of termination and the Client shall pay Consultant all outstanding invoices within fourteen (14) days. The Client may withhold an amount for services that may be in dispute provided that the Client furnishes a written notice of the basis for their dispute and that the amount withheld represents a reasonable value.

**Authorized Representative** The Project Manager assigned to the Project by Consultant is authorized to make decisions or commitments related to the project on behalf of Consultant. Only authorized representatives of Consultant are authorized to execute contracts and/or work orders on behalf of Consultant. The Client shall designate a representative with similar authority.

**Project Requirements** The Client shall confirm the objectives, requirements, constraints, and criteria for the Project at its inception. If the Client has established design standards, they shall be furnished to Consultant at Project inception. Consultant will review the Client design standards and may recommend alternate standards considering the standard of care provision.

**Independent Consultant** Consultant is and shall be at all times during the term of this Agreement an independent consultant and not an employee or agent of the Client. Consultant shall retain control over the means and methods used in performing Consultant's services and may retain subconsultants to perform certain services as determined by Consultant.

**Compliance with Laws** Consultant shall perform its services consistent with sound professional practice and endeavor to incorporate laws, regulations, codes, and standards applicable at the time the work is performed. In the event that standards of practice change during the Project, Consultant

shall be entitled to additional compensation where additional services are needed to conform to the standard of practice.

**Permits and Approvals** Consultant will assist the Client in preparing applications and supporting documents for the Client to secure permits and approvals from agencies having jurisdiction over the Project. The Client agrees to pay all application and review fees.

**Limitation of Liability** In recognition of the relative risks and benefits of the project to both the Client and Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of Consultant and its subconsultants to the Client and to all construction contractors and subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of Consultant and its subconsultants to all those named shall not exceed \$50,000 or the amount of Consultant's total fee paid by the Client for services under this Agreement, whichever is the greater. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.

**Consequential Damages** Neither the Client nor Consultant shall be liable to the other for any consequential damages regardless of the nature or fault.

**Waiver of Subrogation** Consultant shall endeavor to obtain a waiver of subrogation against the Client, if requested in writing by the Client, provided that Consultant will not increase its exposure to risk and Client will pay the cost associated with any premium increase or special fees.

**Environmental Matters** The Client warrants that they have disclosed all potential hazardous materials that may be encountered on the Project. In the event unknown hazardous materials are encountered, Consultant shall be entitled to additional compensation for appropriate actions to protect the health and safety of its personnel, and for additional services required to comply with applicable laws. The Client shall indemnify Consultant from any claim related to hazardous materials encountered on the Project except for those events caused by negligent acts of Consultant.

**Cost Opinions** Consultant shall prepare cost opinions for the Project based on historical information that represents the judgment of a qualified professional. The Client and Consultant acknowledge that actual costs may vary from the cost opinions prepared and that Consultant offers no guarantee related to the Project cost.

**Contingency Fund** The Client acknowledges the potential for changes in the work during construction and the Client agrees to include a contingency fund in the Project budget appropriate to the potential risks and uncertainties associated with the Project. Consultant may offer advice concerning the value of the contingency fund; however, Consultant shall not be liable for additional costs that the Client may incur beyond the contingency fund they select unless such additional cost results from a negligent act, error, or omission related to services performed by Consultant.

**Shop Drawing Review** If included in the scope of service, Consultant shall review shop-drawing submittals from the contractor solely for their conformance with the design intent of and performance criteria specified for the Project. Consultant shall not be liable for the performance of or consequential damages of any equipment furnished by the contractor under the Project.

**Construction Review** If included in the scope of service, Consultant shall observe the progress and content of the work to determine if the work is proceeding in general accordance with the Contract Documents. This construction review is intended to observe, document, and report information concerning the construction process. Observation of work at the Project site shall not make Consultant responsible for the work performed by another party, the means, methods, techniques, sequences, or procedures selected by another party, nor the safety precautions or programs of another party.

**Rejection of Work** Consultant may recommend that the Client reject work by construction contractors that does not conform to the requirements of the Project.

**Safety** Consultant shall be responsible solely for the safety precautions or programs of its employees and no other party.

**Information from Other Parties** The Client and Consultant acknowledge that Consultant will rely on information furnished by other parties in performing its services under the Project. Consultant shall not be liable for any damages that may be incurred by the Client in the use of third party information.

**Construction Record Drawings** If included in the scope of service, Consultant will deliver drawings to the Client incorporating information furnished by construction contractors. In that construction record drawings are based on information provided by others, Consultant cannot and does not warrant their accuracy.

**Site Visits/Observation** If included in the scope of service, Consultant shall visit the project and/or construction site at appropriate intervals to become generally familiar with the progress, quality of work (contractors' work), and to determine if the work is proceeding in general accordance with the Contract Documents. Visits to the project site and observations made by Consultant as part of services during construction under this Agreement shall not make Consultant responsible for, nor relieve the construction contractor(s) of the obligation to conduct comprehensive monitoring of the work sufficient to ensure conformance with the intent of the Contract Documents, and shall not make Consultant responsible for, nor relieve the construction contractor(s) of the full responsibility for all construction means, methods, techniques, sequences, and procedures necessary for coordinating and completing all portions of the work under the construction contract(s) and for all safety precautions incidental thereto.

**Performance Specifications** Consultant may incorporate "performance specifications" as a component of Construction Documents. Performance Specifications rely upon a statement of systems, equipment, and/or materials to be incorporated into the project in terms of required results, without mandating specific means for achieving the required results. Performance Specifications establish minimum standards that must be met by defining the functional requirements, the operating conditions, and/or the environment in which it must operate and/or related matters such as general standards which must be satisfied, warranty requirements, etc. Where performance specifications are used, they will be identified as such.

Where Performance Specifications are used, the Contractor, subcontractors, manufacturer, and/or supplier of the materials or equipment to be furnished assume design responsibility and liability for the applicable systems, equipment, or materials. The Contractor, their subcontractors, and others who actually manufacture and supply the items will be the sole parties liable to the Owner for loss or damage caused by defective or deficient design, manufacture, or performance. Consultant's shop drawing review is strictly to determine that manufacturers and suppliers have referenced the appropriate operating conditions and environment.

**Force Majeure** Consultant shall not be liable for any damages caused by any delay that is beyond Consultant's reasonable control.

**Waiver of Rights** The failure of either party to enforce any provision of these terms and conditions shall not constitute a waiver of such provision nor diminish the right of either party to the remedies of such provision.

**Warranty** Consultant warrants that it will deliver services under the Agreement within the standard of care. No other expressed or implied warranty is provided by Consultant.

**Severability** Any provision of these terms later held to violate any law shall be deemed void and all remaining provisions shall continue in force. In such event, the Client and Consultant will work in good faith to replace an invalid provision with one that is valid with as close to the original meaning as possible.

**Survival** All provisions of these terms that allocate responsibility or liability between the Client and Consultant shall survive the completion or termination of services for the Project.

**Assignments** Neither party shall assign its rights, interests, or obligations under the Agreement without the express written consent of the other party.

**Governing Law** The terms of agreement shall be governed by the laws of the state where the services are performed provided that nothing contained herein shall be interpreted in such a manner as to render it unenforceable under the laws of the state in which the Project resides.

**Collection Costs** In the event that legal action is necessary to enforce the payment provisions of this Agreement if Client fails to make payment within sixty (60) days of the invoice date, Consultant shall be entitled to collect from the Client any judgment or settlement sums due, reasonable attorneys' fees, court costs, and expenses incurred by Consultant in connection therewith and, in addition, the reasonable value of Consultant's time and expenses spent in connection with such collection action, computed at Consultant's prevailing fee schedule and expense policies.

**Equal Employment Opportunity** Consultant will comply with federal regulations pertaining to Equal Employment Opportunity. Consultant is in compliance with applicable local, state, and federal regulations concerning minority hiring. It is Consultant's policy to ensure that applicants and employees are treated equally without regard to race, creed, sex, color, religion, veteran status, ancestry, citizenship status, national origin, marital status, sexual orientation, or disability. Consultant expressly assures all employees, applicants for employment, and the community of its continuous commitment to equal opportunity and fair employment practices.

**Attorney Fees** Should there be any suit or action instituted to enforce any right granted in this contract, the substantially prevailing party shall be entitled to recover its costs, disbursements, and reasonable attorney fees from the other party. The party that is awarded a net recovery against the other party shall be deemed the substantially prevailing party unless such other party has previously made a bona fide offer of payment in settlement and the amount of recovery is the same or less than the amount offered in settlement. Reasonable attorney fees may be recovered regardless of the forum in which the dispute is heard, including an appeal.

**Third Party Beneficiaries** Nothing in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder. The Client agrees to include a provision in all contracts with contractors and other entities involved in this project to carry out the intent of this paragraph.

**Captions** The captions herein are for convenience only and are not to be construed as part of this Agreement, nor shall the same be construed as defining or limiting in any way the scope or intent of the provisions hereof.

Mr. Buchholz has 28 years of professional experience in bridge design, bridge scoping, bridge load rating, bridge maintenance inspection and construction inspection. He has been the lead designer or project manager on numerous MDOT and Local Agency bridges. His design experience (21 years) includes designing and load rating concrete, prestressed concrete, steel and timber structures. Mr. Buchholz's construction experience (7 years) includes managing bridge projects as a resident engineer and as a bridge construction area supervisor. Mr. Buchholz has performed bridge safety inspections, detailed bridge inspections and funding applications for many local agencies. He is a qualified team leader (QTL) for bridge safety inspections. Design and construction project types have been split between new and rehabilitation work.

## EXPERIENCE

**City of Alpena Bridge Inspections, Alpena, Michigan 2008-2013** - Inspection Team Leader responsible for the routine inspection of two bridges. The Second Ave over Thunder Bay River Bridge is a bascule bridge with fracture critical members. The 9<sup>th</sup> Ave over Thunder Bay River Bridge is a multiple span precast concrete I-Girder bridge. The inspection report included maintenance repair recommendations. Electronically completed the inspection forms with the MBIS in accordance with MDOT's Bridge Inspection Program. Tetra Tech prepared the 2013 Michigan Local Bridge Program funding application which was approved for \$2.1 million.

**MDOT Bridge Load Rating – Complex and QA/QC, Statewide, Michigan 2014-current** - Project Manager and Lead Load Rating Engineer responsible for the load rating analysis and/or QA/QC tasks for approximately 50 complex or unique bridges. The majority of the load ratings can be described as complex, deteriorated or damaged structures. The required structural analysis will conform to National Bridge Inspection Standards (NBIS) and MDOT policies and procedures. The QA/QC of bridge load ratings includes reviewing rating analyses performed by other consultants and MDOT. Design fee: \$1M. MDOT Project Manager: Christal Larkins, PE (517) 335-0483.

**I-75 from Dixie Highway to Hess Road, Bay County, Michigan 2014-2015** - Project Manager and Lead Bridge Engineer responsible for leading the bridge design and preparations of final bridge plans on MDOT freeway project that includes reconstructing 1.75 miles of freeway pavement and replacing 3 bridges. The existing bridges are 4 span steel grade separation bridges. They will be replaced with 2 span bridges to allow for freeway widening. The proposed bridges consist of prestressed concrete beams and integral abutments behind MSE walls. The King Road Bridge will be one of the first in the state to use the bulb-tee prestressed concrete beam shape. The wide flange bulb-tee beams are needed to minimize the superstructure depth and limit the extent of approach roadway work. Design fee: \$930,000. Construction cost: \$10M. MDOT Consultant Coordinator: Clint Mayoral, PE (517) 241-1130.

**MDOT Bridge Load Rating - Standard, Statewide, Michigan 2011-2013 and 2014-current** - Project Manager and Lead Load Rating Engineer responsible for load rating bridges on an as-needed load rating contract with MDOT. The scope of work involved performing load ratings for hundreds of MDOT bridges and culverts using Virtis software. It also involved performing

### Project Role:

Project Manager

### Education:

B.S., Civil Engineering,  
Michigan Technological  
University, 1987

### Registrations/Certifications:

Professional Engineer,  
Michigan, 1991, No. 37498

Professional Engineer, Ohio,  
2000, No. E-65377

Civil Engineer, California, 1990,  
No. C45530

Professional Engineer, Florida,  
2002, No. 58332

### Specialized Training:

FHWA National Highway  
Institute, Two-week Course

Safety Inspection of In-Service  
Bridges, March 9, 2001

Bridge Inspection Refresher  
Course, Sept. 18, 2005

### Office:

Brighton, Michigan

### Years of Experience:

28

### Years with Tetra Tech:

2

independent check calculations on 10% of these bridges using other software or hand calculations as deemed appropriate. The purpose of these independent check calculations is to verify the load rating results from using Virtis software and document the rationale behind any differences. The bridges analyzed included simple and continuous spans. Many beam types were involved. Some of these beam types were, but not limited to, prestressed concrete beams, cast in place reinforced concrete beams, steel beams with or without pin & hanger assemblies, steel girders with floor beams and flared beams. Whenever load rating results were not satisfactory, corrective measures were proposed to MDOT. Results summarized in format compatible with MDOT SI&A Coding Guide. Design fee: \$0.8M. MDOT Project Manager: Christal Larkins, PE (517) 335-0483.

**Detroit River International Crossing, Scope 5, Detroit Michigan 2009-2010** - Project Manager responsible managing the design effort on a new MDOT freeway ramp project. Coordinated this scope 5 contract with MDOT and staff from other consultants performing road design, geotechnical investigation, survey work, utilities, maintenance of traffic and bridge design work on adjacent ramps. The overall project scope included designing four new curved ramps connecting I-75 Freeway in the City of Detroit to the planned new Detroit River International Crossing. These four ramps are curved and located in tight urban setting. The design effort was divided into six contracts by MDOT. Led a contract that included performing Structure Study of all four proposed ramp bridges and final design of only one of the ramps (S38). S38 Structure is a six span curved structure with full height abutments on deep foundations. Weak soils to great depth complicated the design of these ramps and impacted the limits of the bridges.

**M-85, Fort St from Schaefer Hwy to Oakwood Blvd, Detroit,, Michigan, 2007-2010** - Senior Bridge Engineer responsible for providing design, specification writing and plan preparation assistance. Lead designer of refined analysis and detailing of sharply skewed 3 span continuous steel plate girder superstructure. The historic viaduct consists of a seven-span bridge over two railroads, two bridges over local streets and 4400 feet of retaining wall. The bridge over the railroads (R01) and bridge over Pleasant Street (S01) were replaced with the main historical features restored; the bridge over Sanders Street (S02) was removed and filled in with new retaining walls. Replacing the bridges and retaining walls was challenged by soft soils under the existing spread footings which had settled up to 18" and is still moving. The proposed wall replacement included an innovative pile supported strut carrying embankment and live load loads. This project won 2013 ACEC/Michigan Engineering Honorable Award.

**Wales Center Road over Apply Drain Bridge Replacement, St. Clair County, Michigan 2014-2015** - Project Manager and Senior Bridge Engineer responsible for leading a bridge replacement design project funded by Michigan Local Agency Bridge Program. The project included replacing an existing single span concrete structure with 3-sided precast concrete arch culvert with precast wingwalls. The road profile and width were improved to accommodate a 55 mph design speed. Design fee: \$37,560. Construction cost: \$752,000. SCCRC Director of Engineering: William Hazelton, P.E. (810) 388-4027.

**I-75 over Easterday Avenue, Sault Sainte Marie, Michigan 2010** - Project Manager and Lead Bridge Engineer responsible for leading the bridge design and preparation of final plans on MDOT bridge rehabilitation and widening project. Managed and coordinated the geotechnical investigation, survey work, road design, permanent signing, utilities, signal work and maintenance of traffic. This project consisted of widening the existing four span steel bridge 9'-6" toward the south and rehabilitating the remaining bridge portions. A 14' wide non-motorized path was constructed on the south side of the bridge and extended 600' into the approaches. The exiting 6' wide sidewalk on the bridge north side was replaced with a flush shoulder. A new line of steel beams was added and all substructure units were lengthened to facilitate the bridge widening toward the south. The remaining portions of the exiting bridge were rehabilitated. The existing deck joints were replaced, a new deep concrete was constructed, and the existing substructure was repaired.

**MDOT Bridge Load Rating QA/QC, Statewide, Michigan 2011-2013** - Project Manager and Lead Load Rating Engineer responsible for completing as-needed bridge load rating QA/QC assignments from MDOT. The scope of work includes, but is not limited to, performing beta testing of Virtis Version 6.3 and newer versions as they become available, performing QC checks on load ratings done by other consultants, performing QC checks of MDOT in-house developed spread sheets and performing QA/QC of MDOT existing analyses. Also included in the scope of

work is review of bridge load rating results that do not meet load ratings standards. For these deficient load ratings, reviews of the analysis completed by other consultants were made to confirm or revise the results. In addition, proposed specific strengthening and/or repair recommendations to avoid posting weight limits on these bridges was made. This project could also include development of design aids for load rating engineers including specific instructions on their use and limitations.

**I-75 from Linwood Road to Saganing River, Bay County, Michigan 2010** - Project Manager and Lead Bridge Engineer responsible for leading the bridge design and preparations of final bridge plans on MDOT freeway project that included rehabilitating 8 miles of freeway pavement and the rehabilitation / reconstruction of 11 bridges. Managed the geotechnical investigation, survey work and bridge design performed by two sub-consultants. Coordinated with MDOT Bay Region staff performing road design and maintenance of traffic. Eight of the bridges are on I-75 and three of the bridges are overpasses crossing I-75. This project was on **an accelerated 5 month design schedule**. The width of the median and outside shoulders was upgraded to current standards on all eight bridges carrying I-75 traffic. Deficient bridge deck crowns were corrected to avoid transitioning I-75 proposed pavement crown. The bridge scope of work included two widened bridge replacements, two widened superstructure replacements, widening of four bridges w/existing fascia beam replacements, concrete overlays in seven bridges, concrete & steel beam end repairs, pin and hanger replacement, bearing replacement, structural steel painting and extensive substructure repairs. Design fee: \$1.4M. Construction cost: \$29M, MDOT Consultant Coordinator: Ken Tiffany, PE (517) 373-2625.

**County Road 510 over Dead River, Marquette County, Michigan 2001-2009** - Project Manager and Lead Bridge Engineer responsible for leading the bridge design, preparation of final bridge plans and bridge load rating on bridge replacement project. Managed the geotechnical investigation, road design and maintenance of traffic. This project involved replacing the historical bridge carrying CR510 over Dead River in Marquette County. The proposed bridge was constructed on an improved 4000' long road re-alignment. The bridge has three spans totaling 532' in length. The bridge superstructure consisted of continuous 80" steel plate girders with 9" concrete deck. The two bridge piers were 85' high. Due to varying depth of bedrock, multiple foundation types were required. These foundations included drilled shafts and spread footing anchored in rock south of the river and steel H piling north of the river. Girder bearings at both piers were of the fixed type. The 85' tall piers were designed to be flexible enough to facilitate thermal movements of the steel girders. Design fee: \$277,000. Construction cost: \$4.5M. County Engineer: Jim Iwanicki (906) 486-4491.

**US-24, US-12 to Joy Road, Wayne County, Michigan 2004-2007** - Project Manager and Lead Bridge Engineer responsible for leading the bridge design and preparation of final plans on MDOT bridge rehabilitation and widening project with partial replacement, widening and repairs of seven urban bridges including 3.53 miles of HMA pavement overlay. Managed the geotechnical investigation and survey work. Coordinated with staff performing road design and maintenance of traffic. Bridge work included five superstructure replacements, three partial pier replacements, a bridge widening, two epoxy overlays, bema ends and substructure repairs. Innovative project specific detailed were created details including post-tensioning abutment walls, temporary pinning of backwalls at expansion bearings and geogrid reinforced backfill. This project **won 2008 ACEC/Michigan Engineering Honorable Conceptor Award** and was one of eight national **2008 ACEC Engineering Excellence Grand Award Winners**. Design fee: \$933,000. Construction cost: \$12M. MDOT Project Manager: Raja Jildeh (517) 373-0736.

**Arenac State Road over Pine River, Arenac County, Michigan 2011-2013** - Project Manager and Lead Bridge Engineer responsible for leading a bridge rehabilitation design project funded by Michigan Local Agency Bridge Program. This project includes replacing the concrete deck, steel repairs, steel painting and road approach work on a 100' two span structure over the Pine River. The steel repairs included beam end replacement, diaphragm replacements and bolted angle repairs. The proposed deck was widened to provide additional clear roadway width limited by the capacity of the fascia beams. A link slab was used over the center pier to eliminate the expansion joint device. Due to erosion and scour concerns, the existing turn back wing walls were lengthened and slopes flattened. Design fee: \$60,000. Construction cost: \$570,000. County Road Commission, Superintendent: Blair Dyer (989) 653-2411.



Mr. Warnke has almost 50 years of design and construction engineering experience working with Wilcox Associates in Farmington Hills, Michigan; Hazelet & Erdal, Inc. and Spicer Group, both of Saginaw, Michigan; and N-Y Associates, Inc. of Biloxi, Mississippi. Mr. Warnke's experience includes management of design and construction engineering for major transportation and infrastructure projects. His design and construction experience on transportation projects includes highway and railroad bridges, bridge repairs, rural and urban expressways, city streets, tunnels, large retaining structures, railroad sidings, and timber trestles on an incline railway. His experience also includes inspection and evaluation of highway and railroad bridges. Mr. Warnke has project management and design experience for urban and rural freeways, urban arterials, and county roads. Projects have included reconstruction as well as new construction. He is familiar with AASHTO, FHWA, AREMA, and MDOT design criteria and standards.

## EXPERIENCE

**Second Avenue Bascule Bridge, Alpena, MI, 1987** – Supervising Engineer while with Hazelet & Erdal, Inc. responsible for conducting “in depth” structural inspection and assisted in mechanical and electrical inspection. Prepared scope for major rehabilitation of historic bascule structure, which had not been opened, for navigation in 15 years. Coordinated structural, mechanical and electrical design with the City of Alpena, MDOT and FHWA. Supervised construction engineering services provided through a resident engineer furnished by a subconsultant.

**Military Street Bascule Bridge (BR 94) over the Black River in Port Huron, MI, 1990** – Conducted “in depth” structural inspection and prepared report which formed the basis for the decision to replace rather than rehabilitate this historic bascule structure.

**Maple Street Bascule Bridge, Manistee, MI, 1993** – Supervising Engineer while with Hazelet & Erdal, Inc. responsible for conducting biennial inspections (between 1986 and 1998) and conducted “in depth” inspection that defined scope of work for replacement of railing, deck and bascule span stringers. Assisted in inspection and preparation of work scope for mechanical and electrical modifications. Project Manager for preparation of superstructure repair plans and handled all project coordination with the City of Manistee, MDOT and FHWA. Supervised on-site construction engineering services provided through the firm's resident engineer.

**Tenth Street Bascule Bridge over the Black River in Port Huron, MI, 1991** – Conducted an “arm's length – in depth” structural inspection and prepared scope for structural steel repairs to extend the life of this structure for three to five years, thereby enabling its use on a detour route during the replacement of the Military Street Bascule Bridge. Supervised the design and preparation of plans for the steel repairs and provided construction engineering assistance to the City's inspector during the repairs.

**Independence Bridge over the Saginaw River, Bay City, MI, 1988** – Supervising Engineer while with Hazelet & Erdal, Inc. responsible for conducting biennial inspection (between 1986 and 1998) and preparing “in depth” inspection reports and prepared scope for all repair and rehabilitation work during this period. Supervised plan preparation for three projects (1) replacement of timber dolphins (2) scour repairs and protection for bridge piers (9000 tons) and (3) replacement of expansion joints, concrete repairs, coatings on curbs, walks and barriers and replacement of pin and hanger assemblies on this A588 steel structure. Also supervised construction-engineering services for all projects.

**CSX Swing Bridge, Manistee, MI** – Inspected plate girder swing bridge over Manistee River to determine cause of swing problem.

**I-94 Reconstruction, Dearborn, C.S. 82022, JN 55848 & 45684, 2003-2004** – Project Manager and Lead Road responsible for design and preparation of plans for 3-mile segment of I-94 between Rouge River and Wyoming Ave. The project provided for reconstruction of the freeway and 13 interchange ramps and rehabilitation of 17 bridges. Major design considerations included (1) replacement of all drainage with provision for inline storage, (2) improved geometry where project constraints permitted and (3) improved underclearances to meet guidelines at structures which had struts between the substructure units. Extremely poor soils were present in the two mile depressed section. Estimated cost \$55 million.

**M-45, C.S. 70041, J.N. 06767A; Phase II - C.S. 70041, J.N. 47840A, Ottawa County, MI, 1999-2000** – Project Manager responsible for construction engineering services on the construction of Phase I & II, which covered 11.5 km of boulevard

### Education:

BS, Civil Engineering, Michigan State University, 1961

### Registrations/Certifications:

Professional Engineer, Michigan, 1971 (19400)

Professional Engineer, Ohio, 1969 (34109)

Professional Engineer, Kentucky, 1971 (7890)

Professional Engineer, Mississippi, 1976 (6920)  
Professional Engineer, Louisiana, 1981 (19770)

Professional Surveyor, Mississippi (02375)

### Professional Affiliations:

American Society of Civil Engineers

### Office Location:

Brighton, MI

### Total Years of Experience:

50

### Years with Tetra Tech:

Less than 1

construction along the existing and relocated alignments. Phase I included the construction of twin 11 span, 486m bridges over the Grand River. Extensive utility relocation work and protection for the Grand Rapids raw water line from Lake Michigan were required. The projects crossed environmentally sensitive areas and included the construction of forested wetlands. Construction staking was provided for all road construction. Total construction cost \$42 million.

**M-5 Reconstruction C.S. 82121, J.N. 47069, Wayne County, MI, 2000** – QA/QC responsible for quality control and assurance on plans covering the reconstruction of 4.99 kilometers of M-5 from Marene Street to M-102. The existing road is an 8-lane boulevard section with curb and gutter and enclosed drainage. Services include design surveys, right-of-way plans, construction traffic staging plans, pavement marking plans, permanent signing plans and coordination of utility location including storm drain system analysis. **M-39 (Southfield Freeway) Dearborn and Allen Park, Michigan. C.S. 82192, J.N. 45702 (1999-2000).** Project Manager responsible for design and preparation of plans covering reconstruction of 3.8-mile section of Southfield freeway between I-94 and Ford Road (M-153). Project included reconstruction of 12 ramps connecting M-39 to the parallel service roads and new decks and other repairs on eight bridges. Coordinated the work of subconsultants providing traffic control, traffic signal design, storm sewer inspection, and bridge surveys. Estimated project cost is \$40 million.

**I-275 Design/Build, MDOT J.N. 45752C, IM82125, 63191, 82293, Wayne and Oakland Counties, MI, 1999** – Project Manager responsible for design and plan preparation for reconstruction of I-275 between 5 Mile Road and I-696. Project provided for replacement of 8-lane pavement and shoulders, including the ramps at 6, 7, and 8 Mile Road interchanges and rehabilitation of twelve bridges. Maintenance of traffic during construction was a major issue on this project. Provided QA/QC review of plans covering repair and rehabilitation of overpass structures carrying two to five lanes of traffic. This \$50 million facility was designed and constructed between December 1998 and October 1999.

**I-75 from Carpenter to M-102 (8 Mile) in the City of Detroit for MDOT CS 82104 & 82252 JN 56106, 56230 & 56233, 2001-2004** – Bridge QA/QC responsible for reviewing the design of rehabilitation or partial reconstruction of 26 vehicular bridges and two pedestrian bridges. The work for these structures consisted of 11 concrete overlays, 2 superstructure replacements, 14 deck replacements and 1 expansion joint replacement.

**I-94 Bridges (S13 of 77111, S11 of 77111, S05 of 77111, S04 of 77111) from Range Road to St. Clair Highway, for MDOT. JN 56638, 51508, 54045 CS 77111, 2001-2002** – Bridge QA/QC responsible for reviewing the design of the structures; I-94 under Range Road (S13 of 77111), I-94 under Smith Creek Road (S11 of 77111), I-94 under Palms Road (S05 of 77111), and I-94 under St. Clair Highway (S04 of 77111). The S13 structure was a complete structure replacement and the S11, S05, and S04 structures are all superstructure replacements. The superstructures are designed with two 12'-0" lanes and 4'-0" shoulders.

**I-75 from M-46 to I-675 in Saginaw County for MDOT C.S. 73111, J.N. 47478C, 2001-2004** – Project Manager responsible for overseeing the design and preparation of plans for complete reconstruction of a 2 mile segment that includes the M-46 interchange. All ramps at M-46 and two ramps to I-675 will also be reconstructed. Three interchange types were considered in depth: Full cloverleaf with CD roads, a Single Point Urban Interchange (SPUI) and a partial cloverleaf (the selected alternative). A noise, air quality and traffic operation analysis was prepared for each of these options. Bridge design work included replacement of four bridges. Estimated cost \$50 million.

**Court Street Bridge over the Saginaw River, Saginaw, MI, 1993** – While with Hazelet & Erdal, Inc., conducted biennial inspections (between 1984 and 1998). Conducted "in depth" inspection and prepared report on condition of this 15 span structure and prepared the scope which formed the basis for a major rehabilitation and widening. The project provided for reuse of the five pier footings in the water as a part of the renovated structure. The riveted plate girders in the four long spans over the water were also retained in the reconstructed bridge. Supervised the preparation of approach plans and a portion of the bridge plans. The work on both approaches included concrete retaining walls on spread footings. Provided QA/QC review of bridge plans prepared in other offices. Coordinated the project with City of Saginaw, MDOT and FHWA. Served as resident engineer during construction with a staff of Consultant and City Inspectors.

**CSX Bridge over Biloxi Bay, Biloxi, MS, 1980** – Resident Engineer during the construction of a single track railroad bridge, 1.2 miles long across Biloxi Bay, which included a hydraulically operated, gear driven, swing span over the navigation channel, prestressed concrete girder trestle spans and embankments on both approaches. Project included removal of existing railroad trestle and swing span. Responsibilities included selecting a staff, supervising all on site quality control procedures and personnel, providing liaison between the design office, owner and contractor and preparing pay estimates and reports covering quality control and progress.