



City Hall
208 North First Avenue
Alpena, Michigan 49707
www.alpena.mi.us
989.354.1700

REGULAR COUNCIL MEETING AGENDA MARCH 18, 2024 COUNCIL CHAMBERS

The meeting can be viewed virtually with the login Information as follows:

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

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

Access Code: 667-050-061

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Approval of and Proposed Modifications to the Agenda**
4. **Approval of the Minutes** – Regular and closed sessions of March 04, 2024.
5. **Public Comment** - Citizens appearing before Council on agenda and non-agenda items 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. Please come to the podium and state your name and address. Online comments will be accepted after in-person comments are completed. All comments should be directed to Council and not to the audience.
6. **Public Hearing**
7. **Consent Agenda**
 - A. Bills to be allowed in the amount of \$399,486.49 and authorize Mayor Johnson and Clerk Soik to sign the warrant.
 - B. Enter into a contract with Northern Consultants of Hancock, Michigan, for grant administrative services for an amount not to exceed \$29,680.
 - C. Approval of Cemetery Deed no. 0296 by and between the City of Alpena and Carolyn & Thomas Lahner in the amount of \$1,490 for block 43, lot 105 and 106, for the use and purpose of a burial lot with perpetual care and authorize Mayor Johnson and Clerk Soik to sign said deed.
 - D. Reappoint City Attorney Bill Pfeifer to the Building Authority for a three-year term expiring on March 1, 2027.

E. Reappoint Jason Luther to the Harbor Advisory Committee for a three-year term expiring on March 1, 2027.

8. **Presentations**

Retirement Recognition of Kevin Alexander, DPW Technician.

9. **Announcements**

10. **Mayoral Proclamation**

11. **Report of Officers**

Sale of City property – Stephen Shultz, Acting City Manager.

12. **Communications and Petitions**

Thunder Bay Arts Council informational report and budget request – Timothy Kuehnlein, 2nd Vice President.

13. **Unfinished Business**

14. **New Business**

Proposed amendment of Council Policy Statement no. 8 (Removal, Planting, Replacement, and Care of Public Trees) – Shannon Smolinski, DPW Division Head.

15. **Adjourn to Closed Session**

Discuss an update on sewer and water litigation.

16. **Return to Open Session**

17. **Adjournment**



Rachel Smolinski
City Manager

COUNCIL PROCEEDINGS

March 04, 2024

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

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

Absent: Councilmember Kane.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

APPROVAL OF THE AGENDA

Moved by Mayor Pro Tem Nowak, seconded by Councilmember Mitchell, to approve the agenda.

Motion carried 4-0, 1 absent.

MINUTES

The minutes of the closed session of February 19, 2024, and special session of February 22, 2024, were approved as printed.

Moved by Mayor Pro Tem Johnson, seconded by Councilmember Walchak, to change "Kate" to "Kane" in item B on the consent agenda for the February 19, 2024, minutes.

Motion carried 4-0, 1 absent.

CONSENT AGENDA

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

- A. Bills to be allowed, in the amount of \$390,057.45, and authorize Mayor Johnson and Clerk Soik to sign the warrant.
- B. Approve the electrical inspection services contract with Andrew Roznowski and authorize Mayor Johnson and Clerk/Treasurer/Finance Director Soik to sign.

C. Michigan Department of Transportation (MDOT), Contract no. 24-5016, be approved, and Mayor Johnson and City Clerk Soik be authorized to sign the contract on behalf of the City.

Motion carried 4-0, 1 absent.

ORDINANCE NO. 24-500

Moved by Mayor Pro Tem Nowak, seconded by Councilmember Walchak, to approve Ordinance no. 24-500, [which amends the City of Alpena Zoning Map].

Motion carried 4-0, 1 absent.

ORDINANCE NO. 24-501

Moved by Councilmember Mitchell, seconded by Mayor Pro Tem Nowak, to approve Ordinance no. 24-501, [which amends the City of Alpena Zoning Map].

Motion carried 4-0, 1 absent.

ORDINANCE NO. 24-502

Moved by Councilmember Walchak, seconded by Councilmember Mitchell, to approve Ordinance no. 24-502, [which amends Chapter 62, Personnel; Article III, Retirement System, Division I. Generally; Section 62-92 Retirement Allowance Options.

Motion carried 4-0, 1 absent.

CONGRESSIONALLY DIRECTED SPENDING REQUEST FOR FIRE TRUCK

Moved by Councilmember Walchak, seconded by Mayor Pro Tem Nowak, to approve Resolution no. 2024-04, FY25 Congressionally Directed Spending Request to Senator Gary Peters for the Alpena County Fire Department aerial fire truck replacement project.

Motion carried 4-0, 1 absent.

WOODWARD TRAILHEAD RESTROOM STRUCTURAL REPAIRS

On February 13, 2024, the City received and opened the following proposals for the Woodward Trailhead project:

Meridian Contracting Services, Alpena, MI	\$18,151
Dave Murphy Builders, LLC, Alpena, MI	\$19,265.75

Moved by Mayor Pro Tem Nowak, seconded by Councilmember Mitchell, to award the 2024 Woodward Trailhead Restroom Structural Repairs [project proposal] to Meridian Contracting of Alpena for the base bid of \$18,151 and the light replacement alternate for \$3,925, totaling \$22,076.

Motion carried 4-0, 1 absent.

2024 SOCIAL DISTRICT EXPANSION

Moved by Mayor Pro Tem Nowak, seconded by Councilmember Walchak, to approve the amended boundaries, as presented, for the Downtown Alpena Social District and Downtown Alpena Commons Area.

Motion carried 4-0, 1 absent.

Moved by Mayor Pro Tem Nowak, seconded by Councilmember Mitchell, to approve Resolution no. 2024-03 [to allow eligible liquor license holders to apply for a Social District permit through the Liquor Control Commission].

Motion carried 4-0, 1 absent.

PURCHASE OF REPLACEMENT FIRE APPARATUSES

Moved by Councilmember Mitchell, seconded by Councilmember Walchak, to transfer \$500,000 from the General Fund balance to the Equipment Fund and commit it for the purchase of replacement fire apparatus.

Motion carried 4-0, 1 absent.

Moved by Councilmember Walchak, seconded by Mayor Johnson, to approve the purchase of an E-One fire engine and an E-One aerial fire truck per the specifications of the Alpena Fire Department.

Motion carried 4-0, 1 absent.

RECESS

The Municipal Council recessed from 6:41 p.m. to 6:44 p.m.

RECONVENE IN CLOSED SESSION

Moved by Mayor Pro Tem Nowak, seconded by Councilmember Mitchell, to adjourn to closed session to discuss an update regarding pending litigation in the Michigan Tax Tribunal of KAH V LLC v City of Alpena.

Motion carried 4-0, 1 absent.

RECONVENE IN OPEN SESSION

The Municipal Council reconvened in open session at 6:52 p.m.

SETTLEMENT OF KAH V LLC VS CITY OF ALPENA

Moved by Mayor Pro Tem Nowak, seconded by Councilmember Walchak, to settle the pending litigation with KAH V LLC in the amount of a true cash value of the property of \$1,000,000, taxable value of \$500,000, and the assessed value of \$500,000, [for the 2023 tax year].

Motion carried 4-0, 1 absent.

ADJOURNMENT

On motion of Mayor Pro Tem Nowak, seconded by Councilmember Mitchell, the Municipal Council adjourned at 6:53 p.m.

Cindy Johnson
Mayor

ATTEST:

Anna Soik
City Clerk

INVOICE REGISTER

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POST DATES 03/19/2024 - 03/19/2024

BOTH JOURNALIZED AND UNJOURNALIZED

OPEN - CHECK TYPE: PAPER CHECK

VENDOR	INVOICE #	DESCRIPTION	AMOUNT
ABBY SMITH	022824	PARAMEDIC TESTING	360.00
AIRGAS USA LLC	9146926342	SUPPLIES - EMS DISP	29.35
AIRGAS USA LLC	9146792339	SUPPLIES - EMS DISP	43.72
AIRGAS USA LLC	5506075531	CYLINDER RENTAL - DPW	77.99
ALISON JAKUBCIN	022924	SOCIAL MEDIA CONTRACT - DDA	850.00
ALLEGRA ALPENA	160772	SUPPLIES - DPW	584.78
ALPENA ACE HARDWARE	7912	BLDG MAINT - CH/POL	138.50
ALPENA ACE HARDWARE	7916	SUPPLIES - EQ	47.98
ALPENA ACE HARDWARE	7891	SUPPLIES - FIRE/EMS	10.74
ALPENA AREA CHAMBER OF COMMERCE	25346	GMA TICKETS - COUNCIL/POL	30.00
ALPENA COUNTY TREASURER	031524	IT CONTRACTED SVCS 03/24	8,615.00
ALPENA DIESEL SERVICE	80753	SUPPLIES #46	485.95
ALPENA DIESEL SERVICE	S 80914	VEH MAINT #42	3,085.57
ALPENA DIESEL SERVICE	S 80553	SUPPLIES - EQ	698.75
ALPENA SUPPLY CO	S100582891.001	ANNUAL CHEMICAL PURCHASE - WATER REI	1,120.00
ALPENA TRIM LLC	24-000009	EQUIPMENT TRAILER	5,995.00
AMAZON CAPITAL SERVICES INC	1FQF-GPPK-CDMM	SUPPLIES - FIRE/EMS	42.49
AMAZON CAPITAL SERVICES INC	1PMK-GYVY-GL4T	SUPPLIES - FIRE/EMS	46.56
AMAZON CAPITAL SERVICES INC	1RTJ-QNFC-K6NQ	SUPPLIES - FIRE/EMS	355.46
AMAZON CAPITAL SERVICES INC	1WHW-R3W9-YRNV	SUPPLIES - IT	229.99
AMAZON CAPITAL SERVICES INC	1DDG-KCP7-7G6Y	MAINT - DPW	364.80
AMAZON CAPITAL SERVICES INC	1FJ3-XFD7-RR1J	SUPPLIES - DPW	619.60
AMAZON CAPITAL SERVICES INC	11TT-NNCV-KHQH	SUPPLIES - DPW	18.04
AMAZON CAPITAL SERVICES INC	1HL9-396J-77F4	SUPPLIES - DPW	(24.98)
AMAZON CAPITAL SERVICES INC	1NWQ-7NP6-HLH9	SUPPLIES - DPW	31.97
AMAZON CAPITAL SERVICES INC	1HP6-4TT4-4FLT	SUPPLIES - ENG	56.81
ANDREW GROCHOWSKI	030424	REIMB - INSP	75.00
ARROWHEAD UPFITTERS INC	7852	SUPPLIES/UPFITTING CAR	6,969.00
ARROWHEAD UPFITTERS INC	7851	SUPPLIES/UPFITTING CAR	1,667.00
BALL TIRE & GAS INC	225129	VEH MAINT - EQ	702.32
BANDIT INDUSTRIES INC	947458	VEH MAINT #92	983.25
BANDIT INDUSTRIES INC	948511	VEH MAINT #92	117.09
BOUND TREE MEDICAL LLC	85269705	SUPPLIES - EMS DISP	45.58
BOUND TREE MEDICAL LLC	85265328	SUPPLIES - EMS DISP	1,058.67
BOUND TREE MEDICAL LLC	85260796	SUPPLIES - EMS DISP	226.80
BOUND TREE MEDICAL LLC	85255420	SUPPLIES - EMS DISP	142.11
BOUND TREE MEDICAL LLC	85255421	SUPPLIES - EMS DISP	1,082.85
BRUCE TILLINGER	030624	MECH INSP SVCS	3,352.00
BRUCE TILLINGER	030624B	PLUMB INSP SVCS 02/24	1,848.80
CARQUEST AUTO PARTS	2859-499467	VEH MAINT #27	767.44
CARQUEST AUTO PARTS	2859-499647	SUPPLIES - EQ	8.74
CARQUEST AUTO PARTS	2859-499670	VEH MAINT #27-#29	249.59
CARQUEST AUTO PARTS	2859-499682	VEH MAINT #36	6.00
CARQUEST AUTO PARTS	2859-499747	VEH MAINT #36	8.54
CARQUEST AUTO PARTS	2859-499879	VEH MAINT #27-#29	87.37
CARQUEST AUTO PARTS	2859-499968	VEH MAINT #47	20.22
CARQUEST AUTO PARTS	2859-500095	VEH MAINT - EQ	19.29
CARQUEST AUTO PARTS	2859-500367	VEH MAINT- EQ	(125.00)
CARQUEST AUTO PARTS	2859-500358	SUPPLIES - DPW	35.88
CARQUEST AUTO PARTS	2859-500368	VEH MAINT #36	22.07
CARQUEST AUTO PARTS	2859-500390	VEH MAINT #101	146.18
CARQUEST AUTO PARTS	2859-500399	VEH MAINT #20	34.38
CARQUEST AUTO PARTS	2859-500416	VEH MAINT - FIRE/EMS	11.69
CARQUEST AUTO PARTS	2859-500632	VEH MAINT - EQ	435.59
CARQUEST AUTO PARTS	2859-500738	VEH MAINT - EQ	(110.00)
CARQUEST AUTO PARTS	2859-500759	VEH MAINT #46	9.49
CHARTER COMMUNICATIONS	005372701022124	FAX LINE - CH	79.98
CHARTER COMMUNICATIONS	005376201022124	FAX LINE - DPW	89.98
CHARTER COMMUNICATIONS	005054301030124	WATER TOWER INTERNET SIGNALS	629.89
CHEMTRADE CHEMICALS US LLC	90084366	ANNUAL CHEMICAL PURCHASE - WATER TRI	6,894.77
CHRIS HATCH	022824	CONT ED - BLDG	185.00
COLUMN SOFTWARE PBC	35725COA-0146	PUBLISHING/ADVERTISING - CLERK	882.42
CONTINENTAL LINEN SERVICE	70483 03/24	RUG/UNIFORM CONT 03/24	4,173.70
CORE TECHNOLOGY CORPORATION	CORMN0001405	MAINT - IT	15,767.00
DARLENE PERRY	AP23-0711C	AMBULANCE REFUND	200.00
DEAN ARBOUR FORD LINCOLN MERCURY	184757	VEH MAINT - FIRE/EMS	1,755.49
DIANE WARHOLIK	AP23-3299C	AMBULANCE REFUND	175.00
DTE ENERGY	030724	NATURAL GAS - DDA	129.19
EAGLE SUPPLY CO	128227	SUPPLIES - FIRE/EMS	144.30
EAGLE SUPPLY CO	128319	SUPPLIES - FIRE/EMS	199.22
EAST GRAND LAKE FIRE DEPT	030524	MEDICAL FIRST RESPONDER	1,550.00
ENTERPRISE FM TRUST	601670-030524	VEHICLE LEASE - TRAVEL VEH/EQUIP FUND	10,216.14

INVOICE REGISTER

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POST DATES 03/19/2024 - 03/19/2024

BOTH JOURNALIZED AND UNJOURNALIZED

OPEN - CHECK TYPE: PAPER CHECK

VENDOR	INVOICE #	DESCRIPTION	AMOUNT
ESQUIRE DEPOSITION SOLUTIONS, LLC	030124	ATTORNEY SVCS	5,522.90
FASTENAL COMPANY	MIALP204428	SUPPLIES - EQ	18.63
FASTENAL COMPANY	MIALP204452	SUPPLIES - EQ	39.16
FASTENAL COMPANY	MIALP204596	SUPPLIES - EQ	35.60
FITZPATRICK'S HARDWARE	5573226	SUPPLIES - EQ	438.99
FITZPATRICK'S HARDWARE	5573295	SUPPLIES - EQ	42.78
FITZPATRICK'S HARDWARE	5573305	SUPPLIES - EQ	8.88
FITZPATRICK'S HARDWARE	5574280	SUPPLIES - EQ	25.98
FITZPATRICK'S HARDWARE	5574568	SUPPLIES - CEM	39.99
FITZPATRICK'S HARDWARE	5574572	VEH MAINT - EQ	141.06
FITZPATRICK'S HARDWARE	5574705	SUPPLIES - FIRE	9.34
FITZPATRICK'S HARDWARE	5575448	VEH MAINT - EQ	44.97
FITZPATRICK'S HARDWARE	5575835	SUPPLIES - DPW	16.99
FITZPATRICK'S HARDWARE	5576821	SUPPLIES - DPW	31.77
FITZPATRICK'S HARDWARE	5576918	VEH MAINT #55	12.45
FITZPATRICK'S HARDWARE	5577312	VEH MAINT - EQ	91.96
FOREST WAVERLY FIRE DEPT	030524	MEDICAL FIRST RESPONDER	775.00
FRANCIS ROSINSKI	030624	ELECTRICAL INSP SVCS 02/24	5,457.60
FRESEE HYDRAULICS & EQUIP REPAIR	45744	VEH MAINT #73	185.11
FRONTIER	7430 03/24	TELEPHONE LANDLINE	59.10
FRONTIER	7204 03/24	ELEVATOR TELEPHONE - CITY HALL	59.01
FRONTIER	4175 03/24	TELEPHONE - PSF	40.58
GARY DEROSIA	AP23-2074C	AMBULANCE REFUND	200.00
GEORGE HASKE	AP23-7130	AMBULANCE REFUND	115.94
GERALDINE LACROSS	AP23-2924C	AMBULANCE REFUND	104.06
GFL ENVIRONMENTAL	0065017584	DUMPSTER CHARGES 02/24	1,899.96
GIARMARCO MULLINS & HORTON PC	58	ATTY FEES - POL	850.50
HALLS SERV-ALL	022924	RENTAL FEE - PARKS	435.00
HARRY WERTH	AP23-2685C	AMBULANCE REFUND	90.51
HAVILAND	498282	ANNUAL CHEMICAL PURCHASE - WATER REI	9,696.71
HOME DEPOT CREDIT SERVICES	2070451	SUPPLIES - CEM	43.96
HOSPICE OF MICHIGAN	AP23-7059C	AMBULANCE REFUND	15.14
HUBBELL ROTH & CLARK	0215056	WWP CLEAR WELLS	55,494.17
INK AND TONER ALTERNATIVE	24-0590	SUPPLIES - IT	2,044.45
JAKE IDEMA	031324	BIKE RACKS - DDA	3,000.00
JUNE MILLS	AP23-1568C	AMBULANCE REFUNDS	100.00
MANAGEMENT & BEHAVIOR	030424	EMP EVALUATION - POL	880.00
MHR BILLING SERVICES	4609	BILLING 01/24 - EMS	5,593.19
MICHIGAN DEPARTMENT OF HEALTH	491-436321	QUALITY ASSURANCE ASSESSMENT	2,733.19
MICHIGAN STATE POLICE	551-632669	SOR REGISTRATION - POLICE	210.00
MILLER OFFICE MACHINES	AR27846	SUPPLIES - DDA	10.89
MILLER OFFICE MACHINES	AR27759	COPIER MAINT - PSF	207.83
MILLER OFFICE MACHINES	AR27760	COPIER MAINT - PSF	82.09
MOTOROLA SOLUTIONS INC	8281828468	UNIFORMS - POL	79.00
MY MICHIGAN HEALTH	021624	BLS CARDS - FIRE/EMS	42.00
MY MICHIGAN MEDICAL CENTER ALPENA	771	SUPPLIES - EMS DISP	960.00
NATIONAL FIRE PROTECTION ASSN	0190275M	MEMBERSHIP DUES - FIRE/EMS	175.00
NEMCOG	01-738-240222	PLANNING/ZONING ASSISTANCE	4,507.18
NORTHERN CLEANING & MAINTENANCE	030124	MAINT - DDA	70.00
O'REILLY AUTO PARTS	5611-306432	VEH MAINT #7	116.49
OCQUEOC BEARINGER TWP FIRE DEPT	030524	MEDICAL FIRST RESPONDER	775.00
ON THE SPOT SERVICES OF ALPENA LLC	24-100	CUSTODIAL SERVICES - WOODWARD	520.00
PENGUIN MANAGEMENT, INC.	77799	DISPATCHING SYSTEM - FIRE/EMS	846.00
PRESQUE ISLE ELECTRIC & GAS CO	5633800001 03/24	ELECTRIC - AIR BASE	70.18
PROPANE PLUS, INC	642916 02/24	PROPANE - TRAILHEAD	364.28
ROBERT KUJAWA	AP23-2743C	AMBULANCE REFUND	150.86
ROWLEYS WHOLESale	1426579-00	SUPPLIES - EQ	366.00
SEVAN K INC	022524	VEH MAINT - POL	47.25
SNAP-ON TOOLS	022624112810	VEH MAINT - DPW/FIRE/EMS/POL	615.01
STANDARD ELECTRIC CO	4090980-00	MAINT - LIGHTS	91.98
STANDARD ELECTRIC CO	4091330-00	MAINT - LIGHTS	581.90
STANDARD ELECTRIC CO	4091516-00	MAINT - LIGHTS	263.15
STANDARD ELECTRIC CO	4091243-00	MAINT - LIGHTS	216.74
STANDARD ELECTRIC CO	4091306-00	MAINT - LIGHTS	650.22
STANDARD ELECTRIC CO	4091539-00	MAINT - LIGHTS	205.67
SUMMIT FIRE PROTECTION	121034469	EXTINGUISHER MAINT - FIRE/EMS	318.62
SUPERIOR FABRICATING INC	19065	VEH MAINT #65	200.00
TEMPEST ENTERPRISES LLC	8669	WWTP SCADA	52,065.00
THOMAS FOCHTMAN	AP23-1868C	AMBULANCE REFUND	65.00
TIM CORN	030424	WORK APPAREL ALLOW - DPW	31.77
TIM CORN	5578861	WORK APPAREL ALLOW - DPW	210.94
TOTAL FIRE PROTECTION INC	12497848	MAINT - PSF	325.00

INVOICE REGISTER

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POST DATES 03/19/2024 - 03/19/2024

BOTH JOURNALIZED AND UNJOURNALIZED

OPEN - CHECK TYPE: PAPER CHECK

VENDOR	INVOICE #	DESCRIPTION	AMOUNT
TRANSUNION RISK AND ALTERNATIVE	200116-202402-1	SUBSCRIPTION - POL	75.00
TRUE NORTH THREADS LLC	4190	WORK APPAREL ALLOW - DPW	30.00
TRUE NORTH THREADS LLC	4140	SUPPLIES - COUNCIL	120.00
TYLER SUSZEK	022723	CONT ED - FIRE/EMS	580.00
VEOLIA WATER CONTRACT OPERATIONS	9000143673	CONTRACT OPERATIONS 02/24	71,725.34
VERIZON WIRELESS	9958774471	COMMUNICATIONS - DPW	274.11
VERIZON WIRELESS	9958774470	CELL PHONES/IPADS	2,328.24
VERIZON WIRELESS	9958774469	CELL PHONES	443.74
VISA/ELAN FINANCIAL SERVICES	4503 03/24	SEC CAM/SUPPLIES - IT/ENG	215.99
VISA/ELAN FINANCIAL SERVICES	1418 03/24	CONT ED/MAINT/VEH MAINT - DPW/FIRE/EMS	958.00
VISA/ELAN FINANCIAL SERVICES	3610 03/24	SUPPLIES/FEES/ELECTRIC	268.22
VISA/ELAN FINANCIAL SERVICES	0336 03/24	DUES/PARAMEDIC ED/SUPPLIES/MIS - FIRE/EMS	1,553.84
VISA/ELAN FINANCIAL SERVICES	4688 03/24	SUPPLIES - INSP	852.90
VISA/ELAN FINANCIAL SERVICES	5087 03/24	CONT ED/SUPPLIES/MAINT - CM	639.58
VISA/ELAN FINANCIAL SERVICES	2432 03/24	SUPPLIES - ELECTION	52.99
VISA/ELAN FINANCIAL SERVICES	0572 03/24	TRAVEL EXPENSES - POL	768.17
WELLS FARGO	5028919372	COPIER LEASE/FEES - DDA	181.36
WEST SHORE SERVICES INC	31859	TURNOUT GEAR FOR NEW HIRES	7,181.84
WEX BANK/SPEEDWAY	95575289	GAS/FUEL-POL/FIRE/EMS/EQ/VEOLIA	12,183.69
WILBERT SANDBLASTING	022924	VEH MAINT #24	1,740.00
YOUNG APPLIANCE CO	0136384	COMMERCIAL REFRIGERATOR	3,749.00

Total: 354,641.78

CHECKS RAN ON 03/11/24 44,807.56
PRE DENIAL INTEREST PMTS 37.15

TOTAL FOR 03/18/24 COUNCIL MEETING 399,486.49

INVOICE REGISTER

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POST DATES 03/11/2024 - 03/11/2024
BOTH JOURNALIZED AND UNJOURNALIZED
BOTH OPEN AND PAID

VENDOR	INVOICE #	DESCRIPTION	AMOUNT
ALPENA POWER COMPANY	031124	ELECTRIC	43,658.26
CITY OF ALPENA	10354-001 02/24	SEW/WATER - TRAILHEAD	78.66
CITY OF ALPENA	213-001 02/24	SEW/WATER - MCRAE PK	344.66
CITY OF ALPENA	214-001 02/24	SEW/WATER - MCRAE PK CONC STAND	36.66
CITY OF ALPENA	4524-001 02/24	SEW/WATER - LONG LAKE COLD STORAGE	64.66
CITY OF ALPENA	6432-001 02/24	SEW/WATER - LONG LAKE AVE	624.66
Total:			44,807.56


Memorandum



Date: March 14, 2024

To: Mayor and City Council Members

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

From: Stephen J Shultz, City Engineer 

Subject: Culligan Plaza Reconstruction - Grant Administrative Services

On March 5, 2024, The City received and open bids for Grant Administrative Services for the Culligan Plaza Reconstruction Project. Having a Certified Grant Administrator was a requirement of the MEDC as part of the award of the Community Development Block Grant.

The grant administrators had to be preapproved by the MEDC for this project. As such, there is a limited field of candidates available. For this reason, and the abundance of work available to these administrators, only one proposal was received from Northern Consultants of Hancock, Michigan. They propose to assist the City with all the required paperwork and administrative reviews for a cost not to exceed \$29,680.

The MEDC has reviewed the proposals, City standard contracts, and has approved this contractor and has authorized the City to proceed with contracts with this administrator for our project. (See attached).

It is therefore my recommendation that we enter into a contact with Northern Consultants of Hancock, Michigan, for grant administrative services for an amount not to exceed \$29,680.



MICHIGAN ECONOMIC
DEVELOPMENT CORPORATION

March 14, 2024

Ms. Rachel R. Smolinski (via electronic mail)
City of Alpena, City Manager
208 North First Avenue
Alpena, MI 49707

RE: Certified Grant Administrator (CGA) **Pre-Agreement Release of Funds for MSC 223004-PGS**
Community Development Block Grant (CDBG) Proposed City of Alpena Culligan Plaza
Reconstruction Project

Dear Ms. Smolinski:

The Michigan Economic Development Corporation (MEDC), on behalf of the Michigan Strategic Fund (MSF), has received the forms requested, Form 5-A the Determination of Level of Environmental Review, Form 5-B, the Finding of Exempt Activity and supporting documentation, Form 5-E, the Exempt Activities Determination Letter, and the proposal for the CGA. The request to incur CDBG pre-agreement CGA costs up to \$29,680 associated with the above-mentioned proposed CDBG/PGSI project, is approved as of the date of this letter, March 14, 2024.

This letter permits the City of Alpena to incur CGA costs ONLY, up to \$29,680 and is not to be construed as permission to conduct any other project activities, including but not limited to, signing contracts, signing purchase orders, or obligating funds in any other manner. If any activities other than those specified above are performed prior to the MEDC's written authorization, the CDBG funding may be jeopardized. Any questions regarding this should be discussed with me prior to taking further action.

This letter also confirms that all activities related to this project that are performed *prior* to final approval and execution of the Grant Agreement, are solely and entirely at the risk of the City of Alpena. Approval of this request does not imply approval of your proposed CDBG application, which will be reviewed according to the published program requirements.

If you have any questions at all, please contact me at (517) 897-2837, or spitzleys5@michigan.org.

Sincerely,

Program Specialist

cc: Rachel R. Smolinski, City Manager, rachaels@alpena.mi.us
Steve Shultz, City Engineer, Steves@alpena.mi.us
Shannon Smolinski, Public Works Division Head, shannons@alpena.mi.us
MEDC Grant File #223004-PGS



CONTRACT DOCUMENTS

FOR THE

CITY OF ALPENA

Certified Grant Administrator Services

March 2024

Prepared By:

City of Alpena
Engineering Department
208 N. First Avenue
Alpena, MI 49707
(989) 354-1730



Request for Proposals

The City of Alpena will receive Proposals for the Grant Administrative Services for the MEDC Grant Project 223004-PGS: Culligan Plaza Reconstruction within the City of Alpena.

The City of Alpena will receive sealed proposals in the office of the City Clerk, Alpena City Hall, 208 N. First Avenue, Alpena, Michigan, 49707 until 2:00 p.m. Tuesday, March 5, 2024. The City reserves the right to reject any proposals and to waive irregularities in proposals, which may be in the best interest of the City.

Beginning on February 23, 2024, requests for proposals may be obtained on the City of Alpena website at www.alpena.mi.us.

City of Alpena

A handwritten signature in black ink that reads "Anna Soik". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

By: Anna Soik
City Clerk

NCI

NORTHERN CONSULTANTS INC

209 MONTEZUMA BLVD, HANCOCK MI 49930 (906) 482-6000

3/5/2024

Culligan Plaza Grant Administration
City of Alpena
Clerk's Office
208 N. First Ave
Alpena, MI 49707

To the City of Alpena

On behalf of Northern Consultants Inc.(NCI), we are pleased to provide the enclosed information and appreciate the opportunity to be considered for your project. NCI has been working with communities since the 1990's. We are very experienced and love participating in these projects. I will be working as the CGA of project and will bring in assistance as needed. Roland T. Gerhart II, Northern Environmental Consultants LLC will be assisting with on site responsibilities.

Northern Consultants Inc is a Sec 3 business. Woman owned qualifying, but has not completed the WOB Enterprise documents.

NCI has been working with properties since the first grant in 1994. We have had a strong working relationship with the SHPO, Historic Architects, and Municipal Building Departments. A majority of our work has been in small UP downtowns. We have more recently expanded in the the Lower Peninsula as well. We are well rounded in out experience and expertise working with HUD/MSHDA/MEDC funding. We are experienced with LBP and Asbestos compliance.

Again, thank you for this opportunity, and if you need any additional information please do not hesitate to contact me at your convenience.

The total *NOT TO EXCEED* cost is \$ 29,680.00. The hourly rate, \$65.00 - \$95.00, includes all travel and material costs.

Sincerely,



Crissy Gerhart
Northern Consultants Inc.

1642 W Jarvis Ave
Chicago, IL 60626

PO BOX 577
Hancock, MI 49930

420 High St
Marquette, MI 49855

Request for Proposals

The **City of Alpena** is accepting proposals from Certified Grant Administrators for management and administrative services required by the **City of Alpena** for implementation of a proposed Community Development Block Grant (CDBG) if funded by the state. The project for which funds will be requested consists of **The City of Alpena will be reconstructing the Culligan Plaza and the adjacent downtown parking area. The \$1,185,550 project, including a \$991,995 PGSI incentive and a Community Partnership pledge of approximately \$85,000 to renovate the existing 30,698 square feet plaza and parking lot in the heart of the downtown district. The project will include eliminating a recessed fountain, creating a new natural water feature, events stage, fire feature, parking lot improvements, and public restrooms all of which will be accessible to everyone regardless of abilities. A copy of the grant application is available with the proposal documents on the City's website located at https://www.alpena.mi.us/business/bids_and_proposals/index.php**

OVERVIEW

The **City of Alpena** will award a fixed sum contract subject to approval by and funding from the state. CDBG funds can be utilized for the payment of overall program administration costs associated with the funded CDBG project.

PART ONE: SCOPE

The scope of work the consultant must be prepared and qualified to provide are as follows:

1. General Tasks

- a. Establish project files in the UGLG's office and digitally so that file sharing can easily occur between UGLG and MEDC. These files must demonstrate compliance with all applicable state, local, and federal regulations. The project files must be monitored throughout the program to ensure they are complete, and all necessary documentation is being retained in the UGLG's files.
- b. Assist UGLG in meeting Citizen Participation requirements noted in its Citizen Participation Plan. This can include reviewing public hearing notices to ensure compliance.
- c. Assist in collecting and maintaining applicable Section 3 documentation to meet compliance standards.
- d. Prepare, receive, and submit signed grant metric reports from the UGLG. These reports include, but are not limited to: Progress Reports, Audit Reports, Job Creation Reports and Milestones.
- e. Prepare and submit the semi-annual HUD 2516 and HUD 4710 reports.
- f. Assist in preparing Grant Amendment documents if necessary. Also, assist the UGLG with developing a public hearing notice, if required. If the project scope changes and the Environmental Review level is affected, review and assist in the preparation of Environmental Review amendment documents or administrative paperwork to SHPO.
- g. Other general tasks as related to program compliance.

Total estimated hours for General Tasks: Hours 40 -

2. Financial Management

- a. Prepare Payment Requests at least quarterly in accordance with CDBG's financial management procedures.
- b. Review the UGLG's financial management processes which includes, but is not limited to, cash receipts and disbursements journal and accompanying ledgers, and conforms to generally accepted principles of municipal accounting.
- c. Make progress inspections and certify private and other match investment each time a payment request is issued.
- d. Review Change Orders submitted by the UGLG.
- e. Assist UGLG with annual Single Audit Certification completion and submission to MEDC.

Total estimated hours for Financial Management: **Hours 115**

3. Environmental Review

- a. If the Determination Level for Environmental Review is *Exempt* or *Categorically Excluded Not Subject To 58.5*, the Certified Grant Administrator can assist the UGLG in the preparation of necessary Environmental Review documentation. If the Environmental Review level is determined to be *Categorical Excluded Subject to 58.5*, consultation with the CDBG Project Specialist is required.
- b. If the Environmental Review level is determined to be an *Environmental Assessment* or an *Environmental Impact Statement*, all Environmental Review documentation will be created by qualified Consulting Agency(ies) and SHPO and collected by the UGLG and Certified Grant Administrator.
- c. Assist UGLG in providing documentation to CDBG Program Specialist for environmental release of funds for the awarded project.
- d. If the Scope changes for a project, assist the UGLG in creating Environmental Review Amendment materials for review by the CDBG Specialist.

Total estimated hours for Environmental Review: **Hours 7**

4. Procurement

- a. Provide required procurement reports and assist the UGLG in obtaining approvals from MEDC as appropriate.
- b. Collect and File procurement records including selection process, advertisements, reasons for selections, minutes of bid openings, etc.
- c. Collect file contract agreements between UGLG and the Selected Contractor. Collect and file insurance documentation related to the selected contractor.
- d. Provide SAM and HUD Limited Deniability Checks related to selected contractor.
- e. Collect and File Section 3 documentation.

Total estimated hours for Procurement: **Hours ~~42~~ 47**

5. Construction and Labor Compliance

The Culligan Plaza Reconstruction project shall be in compliance with all Davis-Bacon Project requirements:

- a. Assist project architect or engineer in bid document preparation consistent with state and federal regulations.
- b. Secure the Department of Labor's federal wage decision and include it in the bid documents.
- c. Review construction contracts to ensure they comply with state and federal regulations. Examples of regulations include the following: Conflict of Interest, Access to Records, Copeland Anti-Kickback Act, Safety Standards, Architectural Barriers, Flood Insurance, Clean Air and Water Act (for contracts over \$100,000), HUD Handbook (6500.3), 24 CFR 85.36, Section 3, Section 109, Title VI, Civil Rights Act, EO 11246 (for contracts over \$10,000), Section 504, etc.
- d. File contractor clearance(s), specific to applicable Lead and Asbestos Abatement.
- e. Check weekly payrolls and complete Payroll Review Worksheet to ensure compliance with federal wage decision(s) with wage and fringe benefit information. Review documents to ensure the following documents are provided, if applicable: Apprentice Compliance, Independent Contractors, Payroll Restitution.
- f. Conduct on-site interviews and compare the results with the appropriate payrolls.
- g. Monitor administrative paperwork to ensure compliance with equal opportunity, labor standards provisions, and Section 3 requirements.

Total estimated hours for Construction and Labor Compliance: Hours 104

6. Monitoring and Close Out

- a. Attend and Assist UGLG during the MEDC's monitoring visit(s).
- b. Assist with close-out documentation.

Total estimated hours for Monitoring and Close Out: Hours 5

7. National Objective Compliance, Surveys, and Income Verification

- a. Compliance, Surveys, and Income Verification Reports are not required for area benefit projects based on population.

Total estimated hours for National Objective Compliance: — Hours

TOTAL HOURS FOR ALL TASKS: Hours 318 @ 29,680 

PRICE DETAIL ALPENA 3-5-24 RFP CGA ADMINISTRATIVE SERVICES

TASK	PRICE/HOUR	HOUR	PRICE	TOTAL PRICE
GENERAL TASK	\$85.50	40	\$3,420	
FINANCIAL MANAGEMENT	\$95.00	115	\$10,925	
ENVIRONMENTAL REVIEW	\$95.00	7	\$665	
PROCUREMENT	\$95.00	47	\$4,465	
CONSTRUCTION AND LABOR COMPLIANCE	\$95.00	104	\$9,880	
MONITORING AND CLOSE OUT	\$65.00	5	\$325	
TOTAL				\$29,680.00
NOT TO EXCEED PRICE		318	\$29,680	

AGREEMENT

I. THIS AGREEMENT, made as of the 18th day of March, 2024, by and between the City of Alpena, hereinafter called the OWNER, AND Northern Consultants Inc., hereinafter called the CONTRACTOR, WITNESSETH that whereas the CONTRACTOR intends to furnish all materials, tools, and all of the equipment and labor necessary, and all utilities and transportation services required to perform and complete in workmanlike manner all of the work shown being the **Certified Grant Administrator Services**, hereinafter called the PROJECT, in accordance with the drawings, specifications, and other contract documents.

THE OWNER AGREES TO PAY and the CONTRACTOR agrees to accept, in full payment for the performance of this contract, the contract amount of:

Twenty nine thousands six hundred eighty dollars and no cents (\$29,680.00).

The contract amount listed above is based on unit prices for estimated quantities. Completed contract amount may vary.

NOW, THEREFORE, the OWNER and CONTRACTOR for the considerations hereinafter set forth, agree as follows:

II. THE CONTRACTOR AGREES to furnish all labor, materials, equipment, tools and services necessary to perform and complete in a workmanlike manner all work required for the construction of the project, in strict compliance with the contract documents herein mentioned, which are hereby made a part of the contract, including the following addenda:

- A. Contract Time: Work under this agreement shall start within ten (10) days or on an agreed upon date after the receipt of the executed contract, which shall serve as the notice to proceed and shall be completed by the following date: **December 31, 2025**.
- B. Subcontractors: The Contractor agrees to bind every subcontractor by the terms of the contract documents. The contract documents shall not be construed as creating any contractual relation between any subcontractor and the Owner. The contractor shall submit a written request and receive permission from the Engineer to use any subcontractor other than those listed in Section VI of the Bid Proposal prior to that subcontractor working on the project.

III. THE OWNER AGREES to make and the Contractor agrees to accept payment in accordance with the unit price schedule of the proposal and in accordance with the provisions of the contract documents.

- A. Progress payments will be made in accordance with the General Conditions of the contract.

IV. Contract Documents

The contract documents comprise the following general classifications of documents, including all additions, deletions and modifications incorporated therein before the execution of the agreement.

- A. Proposal Documents

- B. Contractual Documents

In the event that any provision of one contract document conflicts with the provision of another contract document, the provision in that contract document first listed below shall govern, except as otherwise specifically stated:

- A. Agreement (this instrument)

- B. Addenda to Contract Documents

- C. Remaining Legal and Procedural Documents

- 1. Proposal
 - 2. Information for Bidders
 - 3. Advertisement

VI. Authority and Responsibility of the Engineer

All work shall be done under the general observation of the Engineer. The Engineer shall decide any and all questions which may arise as to the quality and acceptability of materials furnished, work performed, rate of progress of work, interpretation of drawings and specifications and all questions as to the acceptable fulfillment of the contract on the part of the Contractor.

VII. Successors and Assigns

This agreement and all of the covenants hereof shall insure to the benefit of and be binding upon the Owner and the Contractor, respectively and his partners, successors, assigns and legal representatives. Neither the Owner nor the Contractor shall have the right to assign, transfer or sublet his interests or obligations hereunder without written consent of the other party.

VIII. Special Provisions

The Owner and the Contractor mutually agree that this agreement shall be subject to the Special Provisions, which shall supersede other conflicting provisions of the Agreement.

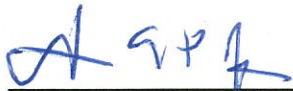
Insurance Company Approval and Certificates of Insurance

Insurance Companies, additional insured endorsements, and policy forms shall be subject to the approval of the City of Alpena. Such approval shall not be unreasonably withheld. Contractor shall furnish the City Manager of the City of Alpena with certificates of insurance or a certified copy of the policy, if requested by the City Manager.

Hold Harmless Clause

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

City Attorney Document Review

 11/31/24

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

Termination

The City shall have the right to terminate this contract with a ten (10) day written notice to the other party. If the Contractor fails to maintain continuous work practices or delays completion of the project, the City may consider this default of the Contract.

Agreement Execution

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

City of Alpena
OWNER

By: _____
Cindy Johnson, Mayor Date

By: _____
Anna Soik, City Clerk Date

208 N. First Avenue
Business Address

Alpena, MI 49707
City, State, Zip

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

Northern Consultants Inc.
CONTRACTOR

By: _____
Title

By: _____
Title

209 Montezuma Blvd.
Business Address

Hancock, MI 49930
City, State, Zip

906-482-5000
Business Telephone Number

INSURANCE REQUIREMENTS

While working within City Limits, on City projects, and on City Owned Property, the consultant shall conform to the following requirements.

All Bidders shall maintain, at own expense, during the term of this Contract the insurance coverage(s) where indicated by an [X]:

1. [X] Workers Compensation Insurance

- A. Consultant shall maintain statutory workers compensation and employer's liability insurance. Limits of Liability shall be not less than \$500,000 for bodily injury by accident or \$500,000 each employee for bodily injury by disease.
- B. Waiver of Subrogation – Consultant waives all rights against the City of Alpena, its agents, public officials, employees, underwriters and volunteers for recovery of damages to the extent these damages are covered by workers compensation and employer's liability insurance obtained by the Bidder.
- C. If consultant is self-insured for purposes of workers compensation, the Consultant must submit a copy of a current letter, permit, or certification issued by the appropriate state agency.

2. [] Commercial General Liability and Umbrella/Excess Liability Insurance

- A. Bidder shall maintain commercial general liability (CGL), and, if necessary, commercial umbrella/excess insurance with a limit of not less than \$1,000,000 each occurrence/\$2,000,000 aggregate. If the CGL insurance contains a general aggregate limit, such limit shall apply separately to this project. Projects of a larger scope that could or would impact the greater population may require a CGL of \$2,000,000 per occurrence and \$4,000,000 aggregate. The required amount of coverage will be included in the bid specifications.
- B. CGL insurance shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract, including this contract.
- C. City of Alpena shall be included as an additional insured under the CGL and under the commercial umbrella/excess, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance program afforded to the City of Alpena. *A copy of the certificate shall be provided to the City prior to the execution of the contract.* On the Additional Remarks Schedule of the certificate it shall state: "The City of Alpena is an Additional Insured on the noted policies with respect to any contract between the Named Insured and the Certificate Holder." A sample Certificate of Liability Insurance form is attached to the end of this policy.

- D. Waiver of subrogation - Bidder waives all rights against the City of Alpena and its agents, public officials, employees, and volunteers to the extent these damages are covered by the CGL or commercial umbrella liability maintained pursuant to this agreement.

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

- A. Bidder shall maintain business auto liability and, if necessary, commercial umbrella/excess liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto, including owned, non-owned, and hired.
- B. Waiver of subrogation - Bidder waives all rights against the City of Alpena and its agents, public officials, employees, and volunteers for recovery of damages to the extent these damages are covered by the business auto liability or commercial umbrella insurance obtained pursuant to this agreement.

4. **[X] Professional Liability Insurance (*for Professional Services*)**

- A. Professional shall maintain professional (Errors & Omissions) coverage with a limit of not less than \$1,000,000 per loss.
- B. Such insurance shall cover damages arising out of a Wrongful Act including any error, omission, or negligent act committed in the performance of professional services for the City of Alpena.
- C. If coverage requested in 5 is written on a claims-made basis, the Professional warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this contract; and that continuous coverage will be maintained or an extended discovery period (EDP) will be exercised for a period of 3 years beginning from the time that work under this Contract is completed. Contractor shall bear the expense of purchasing the EDP, if applicable.

A copy of the certificate shall be provided to the City prior to the execution of the contract. On the Additional Remarks Schedule of the certificate it shall state: "The City of Alpena is an Additional Insured on the noted policies with respect to any contract between the Named Insured and the Certificate Holder."

All the above insurance policies shall contain the following wording:

"It is agreed that this insurance shall not be cancelled, materially changed, or non-renewed without at least a sixty (60) day written notice to the City of Alpena at their principal mailing address."

CEMETERY DEED

THIS DEED, made 03/07/2024 , Deed Number 0296

By and Between the CITY OF ALPENA, County of Alpena, and State of Michigan, of the first part and
CAROLYN & THOMAS LAHNER

320 E CRAPO ST ALPENA, MI 49707

party(ies) of the second part, (hereinafter called the "buyer"):

WITNESSETH, That for and in consideration of the sum of \$1,490.00 Dollars, to in hand paid by the said party of
the second part, has granted and by these presents does grant and sell unto the said party of the second part,
and to their heirs and assigns forever;

Block 43 Lot 105 & 106

according to the Plat of Evergreen Cemetery of the City of Alpena, for the use and purpose of a BURIAL LOT
with PERPETUAL CARE, and for that only, subject always to the rules and regulations of the MUNICIPAL
COUNCIL of said City.

IN WITNESS WHEREOF, We, the Mayor and Clerk of said City, by authority
of said Municipal Council, have hereunto set our hands and affixed the seal
of said City.



Cindy Johnson Mayor

Anna Soik Clerk

3/18/2024

	NAME	BOARD	TERM	New Ex. Date	APPT AUTH
REAPPOINT	Bill Pfiefer	Building Authority	3	3/1/2027	Council
REAPPOINT	Jason Luther	Harbor Advisory Committee	3	3/1/2027	Council

REAL ESTATE SALES AGREEMENT
FOR THE PURCHASE OF VACANT LAND

This real estate sales agreement (the Agreement) is entered into as of the date of execution by all parties indicated below, by and between, The City of Alpena, Michigan (Seller), and Eric Ferguson, an individual whose address is 2405 Maple Grove Road, Alpena, MI 49707 (Buyer), on the terms and conditions set forth below.

1. **Background.** Seller is the owner of a parcel of real property located in the city of Alpena, Alpena County, Michigan, as described and shown on exhibit A (Development Site), which Seller is developing, a portion of which Buyer wishes to purchase consisting of approximately 1 (one) acre of land in the City of Alpena, east of the intersection of US-23 and North Industrial Highway (the Premises). Buyer intends to improve the land for use as commercial office space consistent with Buyer's professional field. This Agreement sets forth the terms and conditions on which Buyer agrees to purchase the Premises from Seller.

2. **Purchase and sale.** Seller agrees to sell the Premises to Buyer, and Buyer agrees to purchase the Premises from Seller, together with all easements, rights, hereditaments, and appurtenances, on the terms and conditions set forth below. If Buyer does not elect to terminate this Agreement during the Due Diligence Period or Approval Period, if one is elected as allowed below, this Agreement shall become binding on Buyer to purchase the Premises.

3. **Assignment.** Buyer may assign his interest in this Purchase Agreement to an LLC that will be formed and by him, and of which he is sole member. This provision would prevail over any other language in this Purchase Agreement that may be in conflict hereof.

4. **Purchase price.** At Closing, Buyer shall pay Seller a purchase price for the Premises of **\$67,000.00 (Sixty-Seven Thousand Dollars)** in immediately available funds (Purchase Price). The purchase price reflects the Seller's asking price of \$55,000.00, plus an additional \$12,000.00 (Twelve Thousand Dollars) to offset the costs associated with extending the utilities described below to the development site.

5. **Utilities.** The following conditions must be met before Buyer is obligated to purchase the property.

- a. Seller agrees to finance extension of natural gas supply line to the development site.
- b. Seller agrees to finance extension of electricity supply line to the development site.

6. **Sign.** Buyer's obligation to purchase the Premises is contingent upon the grant of easement in gross by Seller, and approval from all necessary state and local governmental agencies and entities for the erection of a sign on the corner on the corner of US-23 and road now known as Industrial Drive. The sign will be used to indicate the location of Buyer's business and to direct traffic, the dimensions of which may be negotiated.

7. **Earnest money deposit.** On signing this Agreement, Buyer shall deposit with **Northern Abstract and Title** as escrow agent (Escrow Agent) **\$5,000.00 (Five Thousand Dollars)** in certified funds (the Initial Deposit). Escrow Agent will hold and disburse that earnest money as provided below. The Initial Deposit and any Additional Deposit (as subsequently defined), together with any interest (cumulatively, the Deposit), shall constitute a credit against the Purchase Price at Closing. The Deposit shall be placed in an interest-bearing account with the interest to accrue and be a part of the Deposit and be returned to Buyer or paid to Seller as part of the Deposit as stated in this Agreement.

8. **Due diligence and approval time periods.** Buyer shall have the right to conduct a due diligence review of the Premises as follows:

a. The term Due Diligence Period shall mean the 30-day period beginning with the effective date of this Agreement. If Buyer has not received the land use approvals required by the **City of Alpena, Alpena County**, or the State of Michigan (or any of its agencies) for its development of the Premises by the expiration of the Due Diligence Period, Buyer may elect to extend this Agreement for up to four additional periods of 30 days each to provide more time to receive those approvals, for a total of 150 days (the Approval Period), by delivering written notice of that election to extend to Seller (the Extension Notice), and, on the first such extension, a copy to Escrow Agent. For an Extension Notice to be effective, it shall include (i) any Additional Deposit required as delineated below and (ii) with the first Extension Notice, a written waiver by Buyer of all other issues and conditions regarding the purchase of the Premises except objection due to the lack of any land use approvals required by Buyer for its proposed use of the Premises. Following such an election, Buyer will not be permitted to terminate this Agreement for any reason except for the failure of the city, county, or state to grant any land use approvals required for Buyer's development of the Premises or a condemnation of the Premises, as provided below.

b. If, on or before the expiration of the 30-day Due Diligence Period, Buyer gives notice to Seller, with a copy to Escrow Agent, that Buyer elects to terminate this Agreement, this Agreement will automatically terminate, Escrow Agent shall return the Initial Deposit to Buyer, and neither Seller nor Buyer shall have any further rights or obligations under this Agreement. If Buyer fails to give either an Extension Notice or a notice of termination of this Agreement within the Due Diligence Period, Buyer shall be obligated to close on the terms stated in this Agreement without further extensions.

c. The site plan and applications submitted by Buyer for approval by the city, county, and state regulatory authorities shall be for use as shown on exhibit C.

9. Buyer's access to Premises. During the Due Diligence and Approval Periods, Buyer and its respective employees, agents, contractors, and invitees shall have reasonable access to the Premises for the purpose of inspecting and evaluating the Premises. While Buyer or its employees, agents, contractors, or invitees are on the Premises, (a) they shall not unreasonably interfere with any use of the Development Site by Seller; (b) Seller shall not be liable for any damage, loss, or injury they cause; and (c) Buyer shall indemnify and hold Seller harmless from any damage, loss, or injury, including, without limitation, costs and expenses of investigating, defending, and settling or litigating any claim, including reasonable attorney fees, arising out of their presence on the Development Site before the closing date. On completion of all such inspections and evaluations, Buyer shall return the Premises substantially to their prior condition.

10. Closing date and possession. Buyer and Seller shall close the sale and purchase of the Premises from Seller to Buyer (the Closing) within 30 days after the end of the Due Diligence Period or the Approval Period if one is elected. The Closing shall take place at the offices of **Northern Abstract and Title in Alpena**, Michigan, or at another location mutually agreeable to Seller and Buyer.

11. Delivery of documents. On the signing of this Agreement, Seller shall deliver to Buyer a copy of the following documents:

- a. the Phase I Environmental Site Assessment prepared by a reputable environmental assessment provider for the Development Site
- b. a copy of the title insurance commitment for an owner's policy for the Development Site (including the Premises) prepared by **Northern Abstract and Title** with an effective date on and after the closing date.
- c. an ALTA/NSPS survey and legal description of the Development Site prepared by a reputable surveyor, Project No. **To Be determined**, dated **To Be Determined**.
- d. a wetland delineation of the Development Site prepared by **To Be Determined**, dated **To Be Determined**.

12. Taxes and assessments. Current real estate taxes shall be prorated as of the date of Closing between Seller and Buyer based on the due date of the respective taxing authority. However, for purposes of this proration, taxes shall be deemed paid in advance. Seller and Buyer understand and acknowledge that the amount of any past due real estate taxes on the Premises not paid by the date of Closing may be deducted from the Purchase Price paid at Closing and be paid to the respective taxing authority at Closing.

13. Form of conveyance. At Closing, Seller shall grant and convey legal title to the Premises to Buyer pursuant to a warranty deed, subject only to (a) the lien of taxes on the Premises not yet due and payable; (b) the easements, covenants, conditions, and restrictions of record as shown on the title commitment delivered to Buyer as stated above; and (c) those easements, covenants, conditions, and restrictions recorded against the Development Site by Seller. The deed may state the consideration as “for good and valuable consideration,” and Seller may sign and file a transfer valuation affidavit to evidence the Purchase Price.

14. Condemnation. If all or any portion of the Premises are taken by the exercise of eminent domain or condemnation proceedings before Closing, Buyer may, at its option, terminate this Agreement by giving written notice to Seller and a copy to Escrow Agent. In the event of a condemnation proceeding as a result of which Buyer elects to terminate this Agreement, any deposit paid by Buyer shall be returned to Buyer. In the event of such a termination, this Agreement shall be null and void, and the parties shall have no further rights or obligations under this Agreement. If Buyer does not elect to terminate this Agreement in the event of the exercise of eminent domain, the Buyer shall accept title to the Premises without any reduction of the Purchase Price, and Seller shall assign to Buyer at Closing all of Seller’s right, title, and interest in and to any resulting condemnation award.

15. Seller’s default. In the event of any default by Seller that continues without cure for 10 days after delivery by Buyer of notice to Seller, Buyer shall have the right (but not the obligation) to terminate this Agreement by notice to Seller and Escrow Agent within 15 days after the end of the cure period allowed to Seller, or Buyer shall have, as its sole remedy, the right to enforce this Agreement by an action for specific performance. Notwithstanding anything in this Agreement to the contrary, in the event of such a termination, Escrow Agent, if it still holds the Initial Deposit, shall promptly return the Deposit it holds to Buyer.

16. Buyer’s default. In the event of any default by Buyer that continues without cure for 10 days after the delivery by Seller of notice to Buyer, Seller shall have the right (but not the obligation) to terminate this Agreement by notice to Buyer and Escrow Agent within 15 days after the end of the cure period allowed to Buyer, or Seller shall have, as its sole remedy, the right to enforce this Agreement by an action for specific performance. Notwithstanding anything in this Agreement to the contrary, in the event of such a termination, Escrow Agent, if it still holds the Initial Deposit, shall promptly deliver the Deposit it holds to Seller.

17. Closing. Seller shall prepare the closing documents and deliver them to Buyer for review and approval at least 10 days before Closing. At Closing, Seller shall be responsible for the payment of the state and county transfer taxes; the title insurance premium to issue a policy pursuant to the title commitment referenced above; the costs of having an ALTA/NSPS survey of the Premises, certified to the Buyer as referenced above; and the costs of any recording fees to record any documents to clear title. Buyer shall pay the fees necessary to record the deed and any other documents to transfer title. Buyer and Seller shall each pay their own attorney and other professional fees, and each shall pay one-half of any closing costs charged by any closing agent.

18. Real estate broker. Seller and Buyer represent and warrant to each other that no real estate broker or any other person or entity has been involved in or is entitled to a commission as a result of the sale and purchase of the Premises contemplated by this Agreement. To the extent a commission or fee is claimed by any individual or entity as a result of its contacts with either Seller or Buyer, the party against and through whom the commission or fee is claimed will indemnify the other party and be responsible for the payment of all costs of defending that claim and, to the extent it is to be paid, the liability for the payment of that commission or fee.

19. Escrow terms.

a. On receipt by Escrow Agent of notice from Buyer electing to terminate this Agreement before the expiration of the Due Diligence Period or pursuant to section 11 if it still holds the Deposit, Escrow Agent shall immediately return the Deposit to Buyer. If Escrow Agent has not received a termination notice before the expiration of the Due Diligence Period before any extension, Escrow Agent shall immediately deliver the Deposit to Seller. Notwithstanding the foregoing, on receipt of a written notice signed by both Seller and Buyer, Escrow Agent shall immediately deliver the Deposit as instructed in that notice.

b. Seller and Buyer agree that Escrow Agent assumes no liability under this Agreement except that of the holder of the Deposit. In the event of any dispute whether Escrow Agent is obligated to deliver the Deposit or whether any given disbursement is to be made to Seller or Buyer, Escrow Agent shall not be obligated to make any disbursements but may hold the Deposit until receipt by Escrow Agent of authorization in writing, signed by both Seller and Buyer, directing the disposition of the Deposit. In the absence of any such authorization, Escrow Agent may hold the Deposit until the final determination of the rights of Seller and Buyer in an appropriate proceeding. If written authorization is not given or proceedings for determination are not begun and diligently continued, Escrow Agent shall have no obligation to bring an appropriate action or proceeding for leave to deposit the Deposit with a court of competent jurisdiction.

c. Seller and Buyer agree to jointly and severally indemnify, save, and hold Escrow Agent harmless from any liability resulting from Escrow Agent's duties, absent any commission or omission by Escrow Agent amounting to willful misconduct or gross negligence. Seller and Buyer agree to each pay one-half of any fee charged by Escrow Agent for its duties under this Agreement.

d. On disbursement of the Deposit in accordance with the Agreement, Escrow Agent shall be released and acquitted from any further liability under this Agreement, it being expressly understood that Escrow Agent's liability is limited by the terms and conditions set forth above.

20. **Notices.** Except as otherwise provided, all notices required under this Agreement shall be effective only if in writing and shall be either personally served or sent with postage prepaid to the appropriate party at its address as set forth in the introductory paragraph of this Agreement. Notices to Escrow Agent shall be delivered to Escrow Agent at its address provided above. Either party or Escrow Agent may change its address by giving notice of the change to the other two as provided in this section.

21. **Entire agreement.** This Agreement and its exhibits constitute the entire agreement between the parties regarding the subject matter of this Agreement, and all prior agreements regarding the Premises between the parties, whether written or oral, shall be of no further force and effect. This Agreement may not be modified except by a written document signed by Seller and Buyer.

22. **Applicable law.** This Agreement shall be applied, construed, and enforced in accordance with the laws of the state of Michigan, without giving effect to conflicts of law principles. Venue for any disputes under this Agreement shall lie in [county], Michigan.

23. **Binding Effect.** This Agreement shall be binding on and inure to the benefit of the parties and their respective successors and permitted assigns. Seller and Buyer are permitted to assign this Agreement to affiliated business entities that are owned in total by either Seller or Buyer; but neither party may assign or otherwise transfer its interest under this Agreement to any other third party without the prior approval of the other party to this Agreement, which approval shall not be unreasonably withheld.

24. **Modifications; counterparts; electronic signatures.** No modification, alteration, or amendment to this Agreement shall be binding unless in writing and signed by both Buyer and Seller. This Agreement may be executed electronically in pdf form and/or in counterparts, and all counterparts together shall constitute one integrated agreement and be deemed an original document.

25. **Exhibits.** The following are exhibits to this Agreement:

- Exhibit A—Description and drawing of the Development Site

Effective date. This Agreement has been signed and is effective as of **[date]**.

Buyer:

2/29/2024

Date

Eric M Ferguson

ID fSB4QwQ2Cd78jX4U6wx64FsG

Eric Ferguson

Seller:

Date

[Name]

[Title], City of Alpena

Hamilton Road

US-23 North



~Wetlands~

~Wetlands~

~Wetlands~



Extend road and utilities 200'

9 10
9 10

Project Description & Timeline

Eric Ferguson - Edward Jones Office – City of Alpena Development



The proposal before you is to sell a 1 acre lot at the end of what has historically been called "the road to nowhere". This project would kickstart development at the end of Industrial Drive with a 1,500 square foot professional office building. We plan on using a mix of vinyl, stone, and architectural shingles to create a visually appealing office location for our community. We plan to have a 7-10 place parking lot, with landscaping surrounding the natural environment that exists currently. The timeline for development would begin land clearing within one month of the closing date, with excavation and a foundation to follow. The project would put over \$300,000 in our local economy and be fully functional by mid fall of this year.

Company Background

Edward Jones is a wealth management firm that has been represented in the Alpena community since the 1980s. We currently have five offices and have steadily grown our employee count in Alpena as the demand for our services continues to grow. During the opening our last office location, we found that having a nicely built office, in a quiet area of town worked very well for us. I plan to replicate that strategy at the end of Industrial Drive. This

property and office would be owned by myself, and leased by Edward Jones, maintaining local control and ownership of the property.

Pricing Methodology

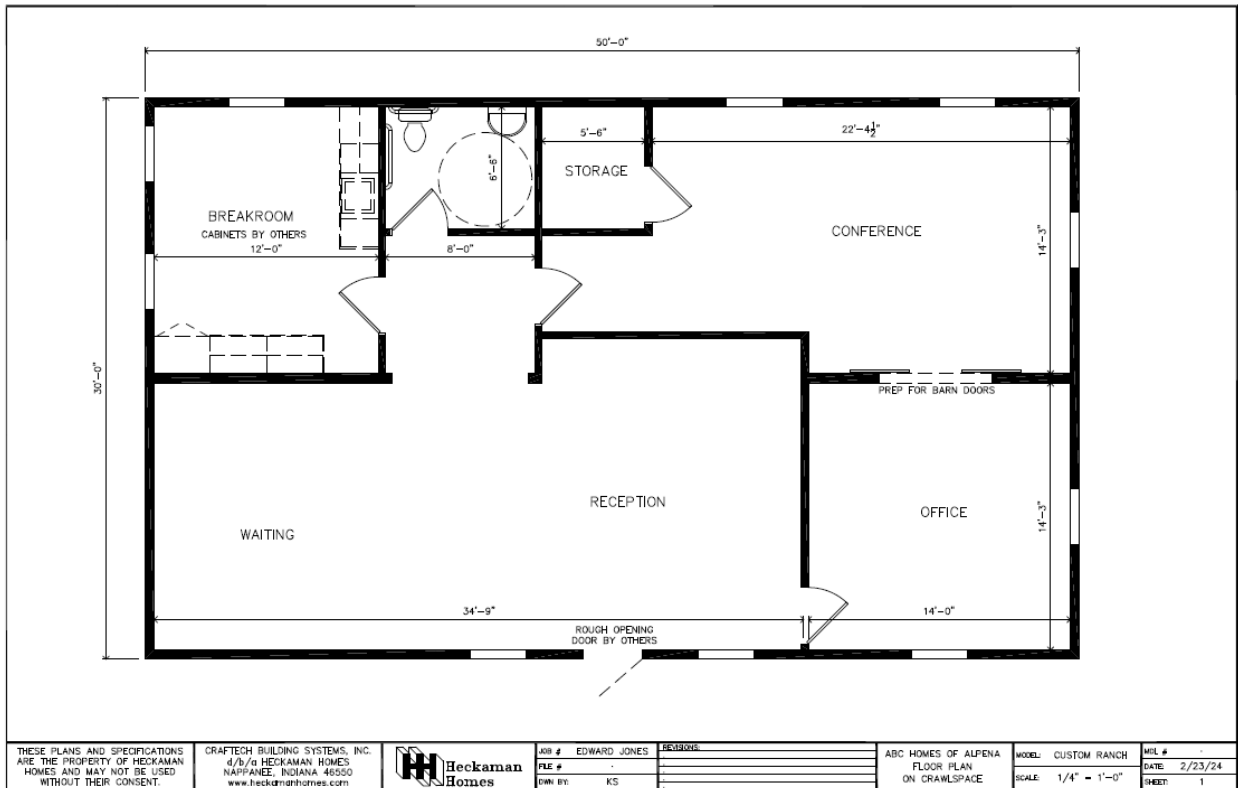
The offer price of \$67,000 consists of three parts:

1. \$55,000 which is the determined requirement for reimbursement of city expenses to extend the road and utilities.
2. \$10,000 to pay for one third of the quoted expense from DTE to run an underground gas line from US23 to the proposed construction site.
3. \$2,000 to pay for one third of the quoted expense to run electricity underground from US23 to the proposed building site.

Without a cost share on the gas and electricity, the first developer at the end of industrial lane harbors 100% of the expense that future developments would be built upon. The methodology here would allow the city to pass their expense on to the next two developments on Industrial Drive, as the utilities will all be run near the future developments, increasing their intrinsic value.

Layout





Closing

I look forward to your acceptance of this offer and working with the city to spur additional development on this long vacant city parcel. Feel free to contact me directly if you have any questions.

Respectfully submitted,

Eric M Ferguson

Eric.Ferguson@edwardjones.com

989-820-2552

eSignature Details

Signer ID:	fSB4QwQ2Cd78jX4U6wx64FsG
Signed by:	Eric Ferguson
Sent to email:	eric.ferguson@edwardjones.com
IP Address:	165.225.56.253
Signed at:	Feb 29 2024, 12:26 pm EST


Memorandum



Date: March 14, 2024

To: Mayor and City Council Members

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

From: Shannon Smolinski, Public Works Division Head 

Subject: Council Policy Statement 8 - Trees

Council Policy Statement 08 is the policy addressing trees within City Right of Way and properties. Recently, this policy was reviewed as part of the ongoing review of all of the Council Policy Statements. Most of the redline noted corrections were modernizations and corrections to City staffing and current practices.

The only notable addition to the policy is the inclusion of a process by which the wood left behind by removal of trees can be obtained for use by private individuals. Modeling the State of Michigan procedure, individuals who wish, can complete the attached application and have access to the City designated wood lot and obtain this wood. As per the policy in the past, the adjacent property owner will have first rights to any wood produced from removal of a tree.

The following is my recommended motion: Motion to approve the amended Council Policy Statement Number 8 regarding City owned trees.

Attachments



CITY OF ALPENA
COUNCIL POLICY STATEMENT

General Subject:	TREES	Policy No.:	<u>8</u>
Specific Subject:	REMOVAL, PLANTING, REPLACEMENT, AND CARE OF PUBLIC TREES	Date Issued:	<u>1-19-87</u>
		Effective Date:	<u>1-20-87</u>
		Amended Date:	<u>3-06-00</u>
		Amended Date:	<u>2-07-05</u>

Copies to: City Council, City Manager, City Attorney, Department Heads, ~~E.T.O.~~SUtility Contractor
~~, File~~

PURPOSE:

To clarify procedures and standards to be used in enforcement of Chapter 102 of the City's Code of Ordinances, and in the removal, planting, and care of healthy trees on City lands and right-of-ways.

STATEMENT OF PURPOSE:

Actions and standards set forth in this policy shall comply with and be pursuant to provisions of Chapter 102, of the Alpena Code of Ordinances, and with other related Michigan statutes.

- A. Administration: It is the City Council's intent to have this policy administered as consistently, fairly, and effectively as possible.
1. During his/her review and consideration of permits and requests related to trees and plantings referenced in Chapter 32, the City Manager may consult with the City Engineer ~~and/or Assistant City Manager~~. Related forms and ~~paper-work~~paperwork may provide for the signed approval and comments of the City Engineer ~~and/or Assistant City Manager~~.
 2. A comprehensive permit application shall be used to request the City Manager's permission to plant, trim, and remove trees on City right-of-ways. The City Manager may modify this form as may be appropriate.
 3. For the purposes of this policy, the term "tree" shall refer to all woody vegetation and may include plants otherwise referred to as shrubs.
 4. Trees located on state trunkline rights-of-way shall be subject to the desires, practices, and rules of the Michigan Department of Transportation.
 5. The City Manager may establish a standard operating policy regarding relations between the City's Department of Public Works and the Alpena Power Company and Michigan Consolidated Gas Company; to arrange procedures, make rules, and adopt schedules for tree operations.

6. For the purposes of this policy, general conditions and procedures specified for tree removal shall also be applied to trimming of public trees.
7. For the purposes of this policy, the term "illegal tree" shall refer to those species mentioned in Sections 102-32, 102-40, and 102-101 of the Alpena City Code of Ordinances, and other species as may be identified by the City Manager.

B. Removal of Dead, Dying, or Diseased Public Trees: It is the City Council's intent to have diseased trees removed from public lands as quickly and cost-efficiently as possible.

1. The ~~Assistant City Manager~~Public Works Division Head shall identify diseased public trees. Once identified, and removal is authorized, such trees shall be removed by either City crews or by private parties; whichever method is determined most ~~cost~~-efficient.
2. Removal and trimming of diseased trees will ~~generally occur in the winter months~~during times which will prevent the spread of the disease but may depend on affordability, weather, and other factors.
3. Procedures described in Chapter 102 of the City Code of Ordinances, as interpreted by the City Manager, will be followed regarding removal of diseased trees.

C. Removal of Non-Diseased Public Trees: It is the City Council's intent to preserve the natural character provided by mature public trees, as long as such trees do not pose either a safety hazard or a maintenance problem to the public and public utilities.

1. Non-diseased public trees may be removed at the initiative and cost of the City and subject to the City Manager's approval in the following instances, unless otherwise specifically approved by City Council:
 - (a) When incidental to repair or construction of streets, alleys, or underground utility mains.
 - (b) When required to provide adequate and safe vehicular clear vision and clearance along City streets, particularly near intersections, railroad crossings, alleys, crosswalks, and traffic control signs.
 - ~~(c) (e)~~ When a tree is significantly damaged to the degree that the remaining portion of the tree either is a safety hazard or is so greatly damaged that the tree's recovery is unlikely.
 - (d) When a tree grows to a size which is determined by the City Engineer and/or the Public Works Division Head to be no longer beneficial to be a street tree due to public safety or damage caused by its size and continued growth.
2. Unless otherwise specifically approved by the City Council, illegal and non-diseased public trees may be removed at the specific request of the adjacent property owner only in the following instances, provided that the requesting property owner pays all tree and stump removal costs, plus a sum equal to the cost of a designated replacement tree and its planting costs:
 - (a) When a tree is closer than 20 feet to an existing private drive approach and is hindering clear vision and clearance onto the public street.

- (b) When an existing water or sewer service to the adjacent property is less than twenty (20) feet from the trunk of the tree to be removed; or if there are root-related problems with the nearest service and/or connection to the main as determined by the ~~Assistant City Manager~~Public Work Division Head.

- (c) When a new or replacement water or sewer service is installed; if the new service cannot be installed twenty (20) or more feet from the tree and remain within the right-of-way directly adjacent to the property receiving the service.

(e) When the tree repeatedly causes damage to the adjacent property including sidewalks, buildings, and driveways and the adjacent homeowner request its removed for said reasons.

If a tree cannot be replaced adjacent to the subject property in compliance with the planting requirements described herein, then the owner-financed replacement tree will be planted in a proper location elsewhere in the City as determined by the City Engineer.

D. Other Tree Removal Issues:

1. When removed, all public trees shall be cut so that the remaining stump is less than six (6) inches above ground level. Then the City or the City's Contractor shall grind the stump ~~out per the bid~~current specifications.
2. Prior to removal of a public right-of-way tree, the occupant of the adjacent property will be asked if they wish the tree's wood. ~~If so, the person will sign the City provided acceptance form.~~ Wood sections of four (4) or more inches in diameter will be left at the site. Smaller sized pieces and branches will be removed and disposed of by the City or its contractor. The cut wood shall be placed on the private property in large pieces so that only the stump remains in the right-of-way. The ~~tree~~ City cutting-crews shall not cut the wood into pieces smaller than necessary to place it on the private property.

If the adjacent occupant does not want the cut wood, then it shall be removed from site to the City's designated wood lot. This wood shall become available to the public to be used as fuel wood after approval of the attached permit and on a first come, first served basis. ~~and disposed of in a manner determined by the Assistant City Manager.~~

3. The City of Alpena will, where applicable, plant a replacement tree for all trees removed by the ~~Department of Public Works~~DPW. Trees will not be planted where, in the opinion of the City, they would interfere with utilities or traffic. The replacement trees shall be of size and variety consistent with the tree reimbursement program. The trees as replacements to those removed by DPW shall be planted in the fall of each year at the discretion of the City's Contractor. ~~The Assistant City Manager should notify the City Engineer in writing by September of each year of the number and location of trees to be replaced that fall.~~

E. Planting of Trees:

It is the intent of the City Council to encourage planting of trees on private property and in public right-of-ways so to minimize future conflicts with public utilities and with traffic vision and clearance.

1. Subject to financial conditions and need, the City will reimburse property owners for a portion of the expense incurred by that property owner for the purchase and planting of a tree within the right-of-

way. ~~A fall planting, as necessary, shall be utilized for installation of trees on construction projects and as replacement of removed trees.~~

2. The City, upon request by a property owner and review and approval by the City Engineer, may issue a voucher to the property owner indicating approval of the proposed tree planting. Once planted, the property owner may submit the voucher with documentation of all costs associated with the tree and planting. Upon review and approval of the installed tree, the City shall reimburse the property owner for a portion of the ~~tree-related~~tree-related expenses. Information related to the reimbursement levels and Tree Planting Partnership Program shall be determined by the City Council and incorporated into the Tree Planting Partnership Program.
3. Public right-of-way trees shall be planted in accordance with all of the following placement standards:
 - (a) Trees shall be planted as follows: -

- (1) Not under power and overhead utility lines when the specific species has a maximum mature height of over fifteen (15) feet.
 - (2) Four (4) or more feet from either a sidewalk, the adjacent property's side lot line extended, or the back of the curb.
 - (3) In areas where curb and gutter is not present, right-of-way trees shall be planted ten and one-half (10-1/2) feet from the property line along major streets, and between ten and one-half (10-1/2) and thirteen and one-half (13-1/2) feet from the property line along local streets.
 - (4) Ten (10) lateral feet or more from each: sewer (storm and sanitary) and water mains, fire hydrants, guy wire anchors, power poles, underground telephone cable, telephone panels, and no parking and guide signs.
 - (5) Twenty (20) lateral feet or more from each: drive approaches, ~~sewer and water service connections, catch basins, manholes, natural gas mains, gas vault vent stacks and buildings and street intersections.~~
 - (6) Thirty (30) feet or more from each: In a location which will not cause site line interference with regulatory and warning traffic signs, alley, pedestrian crosswalks, and street lights.
4. Trees shall be of size and quality per the Tree Planting Partnership Program. Trees shall be top quality nursery-grown stock and shall be guaranteed for at least one growing season.
5. No conifers or other bushy tree shall be approved for planting within a City right-of-way.
6. In cases of planting replacements for right-of-way trees removed due to illness or injury, if planting cannot occur between the sidewalk and curb in accordance with these placement standards, then the tree may be planted on the house side of the sidewalk/property line in accordance with these standards if approved by the property owner. Approval shall be in writing on a form provided by the City. Such trees when planted on private property shall be placed within six (6) feet of the sidewalk/property line in an easily accessed location.
7. Immediately prior to planting, and after utility marking by the appropriate agency, City staff shall review the proposed location for the tree.

8. Plantings in the downtown area shall comply with the guidance from the DDA Design Committee~~elines specified in the December 1979 Alpena C.B.D. Design Plan.~~
9. The City, as part of ~~extensive~~extensive -construction projects, shall include street tree planting as part of the project. The City shall target the installation of one street tree per 30 foot of frontage under construction. This shall not be applicable in areas where planting of the tree would interfere with utilities, traffic, etc. Trees under this part of the program shall not be planted behind the sidewalk line. This section will not apply to projects which involve only resurfacing and minor corrective work. The target of this section are streets that undergo extensive reconstruction work or new construction activities. The City Manager will make the final determination as to whether a project warrants tree installation for this section. The City Public Works Department would undertake the responsibility of watering and maintaining the trees planted under this program.

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

Public Works

Personal Use Fuel Wood Application		
Name of Applicant		Telephone Number
Mailing Address, City, State, Zip Code		
Email Address		
Drivers's License/Id Number	Vehicle Make/Model	Vehicle License/State

LIABILITY. Permittee hereby releases, waives, discharges, and covenants not to sue the City of Alpena, its departments, officers, employees, and agents, from any and all liability to Permittee, its officers, employees, and agents, for all losses, injury, death or damage, and any claims or demands thereto, on account of injury to person or property, or resulting in death of Permittee, its officers, employees or agents, in reference to the activities authorized by this permit.

INDEMNIFICATION. Permittee hereby covenants and agrees to indemnify and save harmless, the City of Alpena, its departments, officers, employees, and agents, from any and all claims and demands, for all loss, injury, death or damage, that any person or entity may have or make, in any manner, arising out of any occurrence related to (1) issuance of this permit; (2) the activities authorized by this permit; and (3) the use or occupancy of the premises which are the subject of this permit by the Permittee, its employees, contractors, or its authorized representatives.

I understand and agree with all permit requirements listed and absolve the City of Alpena and its employees of any personal injury or property damage resulting from operations under this permit. Further, I understand once this application is approved and signed by the director's authorized representative, it becomes a valid permit.

Application Signature

Date

Instructions

1. Complete and sign application.
2. Return the completed application and check to the City of Alpena which manages the land where you wish to collect fuelwood.
3. The following will issue permits: City Hall, DPW.
4. Permits will be good for piled wood only. No cutting of live trees onsite will be allowed.
5. The permit must be in your possession when collecting fuelwood.

Information

1. A Personal Use Fuelwood Permit must be obtained before removing any firewood.
2. A Fuelwood Permit must be in the possession of the Permittee, and the Permittee, and Permittee must be on site or in the vehicle when transporting.
3. The Fuelwood Permit is issued during the period of January 1st to December 31st.
4. The calendar year permits shall be obtained annually.

CITY OF ALPENA
COUNCIL POLICY STATEMENT

General Subject:	TREES	Policy No.:	<u>8</u>
Specific Subject:	REMOVAL, PLANTING, REPLACEMENT, AND CARE OF PUBLIC TREES	Date Issued:	<u>1-19-87</u>
		Effective Date:	<u>1-20-87</u>
		Amended Date:	<u>3-06-00</u>
		Amended Date:	<u>2-07-05</u>

Copies to: City Council, City Manager, City Attorney, Department Heads, Utility Contractor , File

PURPOSE:

To clarify procedures and standards to be used in enforcement of Chapter 102 of the City's Code of Ordinances, and in the removal, planting, and care of healthy trees on City lands and right-of-ways.

STATEMENT OF PURPOSE:

Actions and standards set forth in this policy shall comply with and be pursuant to provisions of Chapter 102, of the Alpena Code of Ordinances, and with other related Michigan statutes.

- A. Administration: It is the City Council's intent to have this policy administered as consistently, fairly, and effectively as possible.
1. During his/her review and consideration of permits and requests related to trees and plantings referenced in Chapter 32, the City Manager may consult with the City Engineer. Related forms and paperwork may provide for the signed approval and comments of the City Engineer.
 2. A comprehensive permit application shall be used to request the City Manager's permission to plant, trim, and remove trees on City right-of-ways. The City Manager may modify this form as may be appropriate.
 3. For the purposes of this policy, the term "tree" shall refer to all woody vegetation and may include plants otherwise referred to as shrubs.
 4. Trees located on state trunkline rights-of-way shall be subject to the desires, practices, and rules of the Michigan Department of Transportation.
 5. The City Manager may establish a standard operating policy regarding relations between the City's Department of Public Works and the Alpena Power Company and Michigan Consolidated Gas Company; to arrange procedures, make rules, and adopt schedules for tree operations.

6. For the purposes of this policy, general conditions and procedures specified for tree removal shall also be applied to trimming of public trees.
7. For the purposes of this policy, the term "illegal tree" shall refer to those species mentioned in Sections 102-32, 102-40, and 102-101 of the Alpena City Code of Ordinances, and other species as may be identified by the City Manager.

B. Removal of Dead, Dying, or Diseased Public Trees: It is the City Council's intent to have diseased trees removed from public lands as quickly and cost-efficiently as possible.

1. The Public Works Division Head shall identify diseased public trees. Once identified, and removal is authorized, such trees shall be removed by either City crews or by private parties; whichever method is determined most efficient.
2. Removal and trimming of diseased trees will occur during times which will prevent the spread of the disease but may depend on affordability, weather, and other factors.
3. Procedures described in Chapter 102 of the City Code of Ordinances, as interpreted by the City Manager, will be followed regarding removal of diseased trees.

C. Removal of Non-Diseased Public Trees: It is the City Council's intent to preserve the natural character provided by mature public trees, as long as such trees do not pose either a safety hazard or a maintenance problem to the public and public utilities.

1. Non-diseased public trees may be removed at the initiative and cost of the City and subject to the City Manager's approval in the following instances, unless otherwise specifically approved by City Council:
 - (a) When incidental to repair or construction of streets, alleys, or underground utility mains.
 - (b) When required to provide adequate and safe vehicular clear vision and clearance along City streets, particularly near intersections, railroad crossings, alleys, crosswalks, and traffic control signs.
 - (c) When a tree is significantly damaged to the degree that the remaining portion of the tree either is a safety hazard or is so greatly damaged that the tree's recovery is unlikely.
 - (d) When a tree grows to a size which is determined by the City Engineer and/or the Public Works Division Head to be no longer beneficial to be a street tree due to public safety or damage caused by its size and continued growth.
2. Unless otherwise specifically approved by the City Council, illegal and non-diseased public trees may be removed at the specific request of the adjacent property owner only in the following instances, provided that the requesting property owner pays all tree and stump removal costs, plus a sum equal to the cost of a designated replacement tree and its planting costs:
 - (a) When a tree is closer than 20 feet to an existing private drive approach and is hindering clear vision and clearance onto the public street.
 - (b) When an existing water or sewer service to the adjacent property is less than twenty (20) feet from the trunk of the tree to be removed; or if there are root-related problems with the nearest service and/or connection to the main as determined by the Public Work Division Head.

- (c) When a new or replacement water or sewer service is installed; if the new service cannot be installed twenty (20) or more feet from the tree and remain within the right-of-way directly adjacent to the property receiving the service.
- (e) When the tree repeatedly causes damage to the adjacent property including sidewalks, buildings, and driveways and the adjacent homeowner request its removed for said reasons.

If a tree cannot be replaced adjacent to the subject property in compliance with the planting requirements described herein, then the owner-financed replacement tree will be planted in a proper location elsewhere in the City as determined by the City Engineer.

D. Other Tree Removal Issues:

1. When removed, all public trees shall be cut so that the remaining stump is less than six (6) inches above ground level. Then the City or the City's Contractor shall grind the stump per current specifications.
2. Prior to removal of a public right-of-way tree, the occupant of the adjacent property will be asked if they wish the tree's wood. Wood sections of four (4) or more inches in diameter will be left at the site. Smaller sized pieces and branches will be removed and disposed of by the City or its contractor. The cut wood shall be placed on the private property in large pieces so that only the stump remains in the right-of-way. The City crews shall not cut the wood into pieces smaller than necessary to place it on the private property.

If the adjacent occupant does not want the cut wood, then it shall be removed from site to the City's designated wood lot. This wood shall become available to the public to be used as fuel wood after approval of the attached permit and on a first come, first served basis. .

3. The City of Alpena will, where applicable, plant a replacement tree for all trees removed by the DPW. Trees will not be planted where, in the opinion of the City, they would interfere with utilities or traffic. The replacement trees shall be of size and variety consistent with the tree reimbursement program. The trees as replacements to those removed by DPW shall be planted at the discretion of the City's Contractor.

E. Planting of Trees:

It is the intent of the City Council to encourage planting of trees on private property and in public right-of-ways so to minimize future conflicts with public utilities and with traffic vision and clearance.

1. Subject to financial conditions and need, the City will reimburse property owners for a portion of the expense incurred by that property owner for the purchase and planting of a tree within the right-of-way.
2. The City, upon request by a property owner and review and approval by the City Engineer, may issue a voucher to the property owner indicating approval of the proposed tree planting. Once planted, the property owner may submit the voucher with documentation of all costs associated with the tree and planting. Upon review and approval of the installed tree, the City shall reimburse the property owner for a portion of the tree-related expenses. Information related to the reimbursement levels and Tree Planting Partnership Program shall be determined by the City Council and incorporated into the Tree Planting Partnership Program.
3. Public right-of-way trees shall be planted in accordance with all of the following placement standards:
 - (a) Trees shall be planted as follows: -

- (1) Not under power and overhead utility lines when the specific species has a maximum mature height of over fifteen (15) feet.
 - (2) Four (4) or more feet from either a sidewalk, the adjacent property's side lot line extended, or the back of the curb.
 - (3) In areas where curb and gutter is not present, right-of-way trees shall be planted ten and one-half (10-1/2) feet from the property line along major streets, and between ten and one-half (10-1/2) and thirteen and one-half (13-1/2) feet from the property line along local streets.
 - (4) Ten (10) lateral feet or more from each: sewer (storm and sanitary) and water mains, fire hydrants, guy wire anchors, power poles, underground telephone cable, telephone panels, and no parking and guide signs.
 - (5) Twenty (20) lateral feet or more from each: drive approaches, and street intersections.
 - (6) In a location which will not cause site line interference with regulatory and warning traffic signs, alley, pedestrian crosswalks, and street lights.
4. Trees shall be of size and quality per the Tree Planting Partnership Program. Trees shall be top quality nursery-grown stock and shall be guaranteed for at least one growing season.
 5. No conifers or other bushy tree shall be approved for planting within a City right-of-way.
 6. In cases of planting replacements for right-of-way trees removed due to illness or injury, if planting cannot occur between the sidewalk and curb in accordance with these placement standards, then the tree may be planted on the house side of the sidewalk/property line in accordance with these standards if approved by the property owner. Approval shall be in writing on a form provided by the City. Such trees when planted on private property shall be placed within six (6) feet of the sidewalk/property line in an easily accessed location.
 7. Immediately prior to planting, and after utility marking by the appropriate agency, City staff shall review the proposed location for the tree.
 8. Plantings in the downtown area shall comply with the guidance from the DDA Design Committee.
 9. The City, as part of extensive construction projects, shall include street tree planting as part of the project. The City shall target the installation of one street tree per 30 foot of frontage under construction. This shall not be applicable in areas where planting of the tree would interfere with utilities, traffic, etc. Trees under this part of the program shall not be planted behind the sidewalk line. This section will not apply to projects which involve only resurfacing and minor corrective work. The target of this section are streets that undergo extensive reconstruction work or new construction activities. The City Manager will make the final determination as to whether a project warrants tree installation for this section. The City Public Works Department would undertake the responsibility of watering and maintaining the trees planted under this program.



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

Public Works

Personal Use Fuel Wood Application		
Name of Applicant		Telephone Number
Mailing Address, City, State, Zip Code		
Email Address		
Drivers's License/Id Number	Vehicle Make/Model	Vehicle License/State

LIABILITY. Permittee hereby releases, waives, discharges, and covenants not to sue the City of Alpena, its departments, officers, employees, and agents, from any and all liability to Permittee, its officers, employees, and agents, for all losses, injury, death or damage, and any claims or demands thereto, on account of injury to person or property, or resulting in death of Permittee, its officers, employees or agents, in reference to the activities authorized by this permit.

INDEMNIFICATION. Permittee hereby covenants and agrees to indemnify and save harmless, the City of Alpena, its departments, officers, employees, and agents, from any and all claims and demands, for all loss, injury, death or damage, that any person or entity may have or make, in any manner, arising out of any occurrence related to (1) issuance of this permit; (2) the activities authorized by this permit; and (3) the use or occupancy of the premises which are the subject of this permit by the Permittee, its employees, contractors, or its authorized representatives.

I understand and agree with all permit requirements listed and absolve the City of Alpena and its employees of any personal injury or property damage resulting from operations under this permit. Further, I understand once this application is approved and signed by the director's authorized representative, it becomes a valid permit.

Application Signature

Date

Instructions

1. Complete and sign application.
2. Return the completed application and check to the City of Alpena which manages the land where you wish to collect fuelwood.
3. The following will issue permits: City Hall, DPW.
4. Permits will be good for piled wood only. No cutting of live trees onsite will be allowed.
5. The permit must be in your possession when collecting fuelwood.

Information

1. A Personal Use Fuelwood Permit must be obtained before removing any firewood.
2. A Fuelwood Permit must be in the possession of the Permittee, and the Permittee, and Permittee must be on site or in the vehicle when transporting.
3. The Fuelwood Permit is issued during the period of January 1st to December 31st.
4. The calendar year permits shall be obtained annually.