

ALPENA CITY COUNCIL MEETING

October 02, 2023 – 6:00 p.m.

AGENDA

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

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

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

Access Code: 667-050-061

1. Call to Order.
2. Pledge of Allegiance.
3. Approval of and Proposed Modifications to the Agenda.
4. Approval of the Minutes – Regular Session of September 18, 2023.
5. Citizens Appearing Before Council on Agenda and Non-Agenda Items (Citizens Shall be Allowed a Maximum of Five (5) Minutes Each to Address Their Concerns. This is the Only Time During a Council Meeting that Citizens are Allowed to Address the Council).
6. Public Hearing.
7. Consent Agenda.
 - A. Bills to be Allowed, in the Amount of \$749,916.19 and Authorize Mayor Waligora and Clerk Soik to Sign the Warrant.
 - B. Approval of the Contract Agreement with Wolverine Fireworks Display Inc. in the Amount of \$23,000 for the July 2024 Fireworks Show and Authorize City Manager Rachel Smolinski to Sign the Agreement.
8. Presentations.

Employee of the Quarter – Kathy Himes, Human Resources Director.
9. Announcements.
10. Mayoral Proclamation.
11. Report of Officers.
 - A. First Reading of Ordinance No. 23-496 Which Expands the Boundaries of the Downtown Development Authority – Bill Pfeifer, City Attorney.
 - B. First Reading of Ordinance No. 23-497 Which Adopts an Amended and Restated Downtown Development Authority Development and Tax Incremental Tax Financing Plan – Bill Pfeifer, City Attorney.
12. Communications and Petitions.
13. Unfinished Business.
14. New Business.
 - A. Echo/Tango Agreement – Rob Edmonds, Fire Chief.
 - B. Michigan Mutual Aid Box Alarm System Agreement – Rob Edmonds, Fire Chief.
 - C. 2023 Engineering Services Proposals – Stephen Shultz, City Engineer.

- D. Desktop Computers Bid Recommendation – Stephen Shultz, City Engineer.
- E. 2023 Topographic Survey Bid Recommendation – Stephen Shultz, City Engineer.
- F. Alpena Civic Theatre Lease Renewal – Stephen Shultz, City Engineer.
- G. 2023 Water Production Plant Intake Inspection Proposal – Stephen Shultz, City Engineer.
- 15. Adjourn to Closed Session to Discuss the City Manager Periodic Performance Evaluation as Requested by the City Manager.
- 16. Return to Open Session.
- 17. Potential Action on Amended City Manager Employment Agreement.
- 18. Adjournment.



Rachel Smolinski
City Manager

COUNCIL PROCEEDINGS

September 18, 2023

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

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

Absent: Councilmember Nowak.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

APPROVAL OF THE AGENDA

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

Motion carried 4-0, 1 absent.

MINUTES

The minutes of the regular and closed sessions of September 05, 2023, were approved as printed.

CONSENT AGENDA

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

- A. Bills to be allowed, in the amount of \$224,695.90, and authorize Mayor Waligora and Clerk Soik to sign.
- B. Approval of Council Policy Statement No. 62, Inspection of Real Property.
- C. Cast votes for the following candidates to the Michigan Municipal League Board of Directors: George Bosanic, Incumbent, Manager, City of Greenville; Sue Osborn, Incumbent, Mayor, City of Fenton; and Dave Post, Incumbent, Manager, Village of Hillman.

Motion carried 4-0, 1 absent.

PROCLAMATIONS

Mayor Waligora proclaimed October 2023 as Breast Cancer Awareness Month in the City of Alpena. He also proclaimed September 2023 as National Suicide Prevention and Action Month in the City of Alpena.

ORDINANCE NO. 23-495

Moved by Mayor Pro Tem Johnson, seconded by Councilmember Mitchell, to adopt Ordinance No. 23-495 [which amends Chapter 86 - Taxation; Article V – Bingham School Tax Exemption, by amending Sec. 86-99 Duration].

Motion carried 4-0, 1 absent.

EARLY VOTING POLLING LOCATION

Moved by Mayor Pro Tem Johnson, seconded by Councilmember Walchak, to approve Resolution No. 2023-14 which establishes the early voting polling location.

Motion carried 4-0, 1 absent.

DDA BOUNDARY EXPANSION UPDATE

Anne Gentry, Executive Director of the Downtown Development Authority, provided an update on the expansion of the DDA boundaries. It is expected that a first reading of two ordinances related to the expansion will occur at the next regularly scheduled Council meeting.

ADJOURNMENT

On motion of Mayor Pro Tem Johnson, seconded by Councilmember Mitchell, the Municipal Council adjourned at 6:31 p.m.

Matthew Waligora
Mayor

ATTEST:

Anna Soik
City Clerk

INVOICE REGISTER

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EXP CHECK RUN DATES 10/03/2023 - 10/03/2023

BOTH JOURNALIZED AND UNJOURNALIZED

OPEN - CHECK TYPE: PAPER CHECK

VENDOR	INVOICE #	DESCRIPTION	AMOUNT
88TH DISTRICT COURT	092623	FEES - COURT FILING	170.00
AIRGAS USA LLC	5501669008	CYLINDER RENTAL - DPW	20.61
AIRGAS USA LLC	9141769862	SUPPLIES - EMS DISP	8.17
AIRGAS USA LLC	9141769861	SUPPLIES - EMS DISP	50.16
AIRGAS USA LLC	9141683681	SUPPLIES - EMS DISP	38.60
ALL MARINE AND STORAGE LLC	592	TRAVEL LIFT/STORAGE SVCS - MARINA	8,004.55
ALPENA ACE HARDWARE	6324	SUPPLIES - CH	(9.99)
ALPENA ACE HARDWARE	6322	SUPPLIES - CH	18.98
ALPENA ACE HARDWARE	6365	SUPPLIES - PARKS	11.96
ALPENA COUNTY TREASURER	554	MAINT - IT	9,227.78
ALPENA COUNTY TREASURER	548	MAINT - IT	1,272.00
ALPENA COUNTY TREASURER	555	MAINT - IT	3,903.90
ALPENA COUNTY TREASURER	556	MAINT - IT	1,000.00
ALPENA COUNTY TREASURER	549	MAINT - IT	774.00
ALPENA COUNTY TREASURER	562	MIANT - IT	1,069.30
ALPENA COUNTY TREASURER	552	MAINT - IT	1,047.50
ALPENA COUNTY TREASURER	547	MAINT - IT	1,060.00
ALPENA COUNTY TREASURER	546	MAINT - IT	2,765.75
ALPENA COUNTY TREASURER	557	MITEL PHONE SYSTEM	17,421.65
ALPENA COUNTY TREASURER	558	MITEL PHONE SYSTEM	6,040.17
ALPENA DIESEL SERVICE	78956	VEH MAINT #39	313.08
ALPENA POWER COMPANY	100323	ELECTRIC	22,356.01
ALPENA SUPPLY CO	S100548524.001	MAINT - CEMETERY	37.44
AMAZON CAPITAL SERVICES INC	1HM4-RVMN-RD9V	SUPPLIES - CH	45.72
AMAZON CAPITAL SERVICES INC	1D11-H3V1-WHDF	UNIFORMS - FIRE/EMS	(111.74)
AMAZON CAPITAL SERVICES INC	1F6T-KTY4-WMLC	UNIFORMS - FIRE/EMS	(154.95)
AMAZON CAPITAL SERVICES INC	17QC-KV3M-W6GX	UNIFORMS - FIRE/EMS	(110.00)
AMAZON CAPITAL SERVICES INC	1XHM-TLYC-N9D9	SUPPLIES - ENG	119.47
AMAZON CAPITAL SERVICES INC	1WFW-9F1N-6XFG	SUPPLIES - IT	339.57
AMAZON CAPITAL SERVICES INC	1KNJ-JN66-MRG6	WATER RESCUE INITIATIVE	81.91
ANN SARETSKY	092823	CEMETERY LOT REFUND	290.00
ANN SARETSKY	091823	CEMETERY LOT REFUND	585.00
BERG ASSESSING & CONSULTING INC	23-0001261	SUPPLIES - ASSESSOR	300.00
CARAHSOFT TECHNOLOGY CORPORATION	40523293INV	MAINT - IT	1,390.00
CHARTER COMMUNICATIONS	005372701092123	FAX LINE - CH	79.98
CHUBB	091623	INSURANCE - SECOND AVE BRIDGE	12,843.67
CLIFF ANSCHUETZ CHEVROLET	233585	VEH MAINT - EQ	57.44
COLUMN SOFTWARE PBC	35725C0A-0110	PUBLISHING/ADVERTISING - PDZ	120.95
COLUMN SOFTWARE PBC	35725C0A-0111	PUBLISHING/ADVERTISING - PDZ	89.43
COMPASS MINERALS	1222446	STORES - ROAD SALT	89,954.68
COMPASS MINERALS	1222844	STORES - ROAD SALT	27,415.82
CONTROL SOLUTIONS INC	13327CW	AHU MAINT - CH	180.00
CONTROL SOLUTIONS INC	13322CW	VAV MAINT - CH	115.00
DARBY HINKLEY	092723	BAND SHELL DEPOSIT REFUND	200.00
DEAN ARBOUR FORD LINCOLN MERCURY	38827	VEH MAINT #124	38.22
DEAN ARBOUR FORD LINCOLN MERCURY	38839	SUPPLIES - FIRE/EMS	203.75
EAGLE SUPPLY CO	126909	SUPPLIES - CH	109.98
EAGLE SUPPLY CO	126756	SUPPLIES - POL/FIRE/EMS	18.60
EAGLE SUPPLY CO	126869	SUPPLIES - FIRE/EMS	317.62
EAGLE SUPPLY CO	126871	SUPPLIES - POL/FIRE/EMS	97.40
ENVIRONMENTAL EXCAVATING & CONT INC	22-043	CONCRETE - MARINA	1,450.00
ENVIRONMENTAL EXCAVATING & CONT INC	22-030	MAINT - WATER	880.00
ENVIRONMENTAL EXCAVATING & CONT INC	23-1039	MAINT - SEWER	1,072.50
ENVIRONMENTAL EXCAVATING & CONT INC	23-1040	MAINT - MAJ ST	812.50
EVERETT GOODRICH TRUCKING	35100	HMA PATCHING 2023	13,002.84
FASTENAL COMPANY	MIALP201593	SUPPLIES - EQ	36.04
FASTENAL COMPANY	MIALP201342	SUPPLIES - EQ	263.73
FRANKS KEY & LOCK SHOP INC	47565	SUPPLIES - DPW	115.50
FRANKS KEY & LOCK SHOP INC	47556	SUPPLIES - DPW	12.00
FRONTIER	2793 09/23	TELEPHONE - POL/FIRE/EMS	109.72
GILMET CONSTRUCTION SERVICES	100323	BUILDING/ZONING/CODE SVCS 09/23	2,500.00
HANOVER LANTERN	0000020726	SUPPLIES - LIGHTS	17.44
HUBBELL ROTH & CLARK	0210365	WATER PRODUCTION PLANT IMPROVEMENT	14,634.49
HURON ENGINEERING AND SURVEYING INC	5780	CONST - MAJ ST	3,194.00
KENDALL ELECTRIC INC	S113419742.001	SUPPLIES - LIGHTS	120.00
KENDALL ELECTRIC INC	S112997003.001	MAINT - MARINA	164.56
KIRTLAND COMMUNITY COLLEGE	12654	TUITION - POL	8,772.00
KROFF	58046	DOCK SYSTEM - MARINA	231,250.00
L & S TRANSIT MIX	65159	MAINT - WATER	50.00
LAKESHORE PLUMBING, HEATING &	51689	MAINT/BLDG MAINT - MARINA/POL/FIRE/EMS	3,985.00
LARRY MCCALLISTER	092223	REIMB - LOC ST	450.00
MARIAH BRANCHEAU	092523	FRESH WAVES 2023	2,000.00

INVOICE REGISTER

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EXP CHECK RUN DATES 10/03/2023 - 10/03/2023

BOTH JOURNALIZED AND UNJOURNALIZED

OPEN - CHECK TYPE: PAPER CHECK

VENDOR	INVOICE #	DESCRIPTION	AMOUNT
MEGAN LAWS	092623	STARLITE DEPOSIT REFUND	100.00
MHR BILLING SERVICES	4483	BILLING 08/23 - EMS	6,500.52
MICH ASSN OF CHIEFS OF POLICE	300009652	2023 - 2024 MEMBERSHIP DUES	115.00
MICHAEL R FERRARELL	092723	FRESH WAVES 2023	4,125.00
MY MICHIGAN MEDICAL CENTER ALPENA	714	SUPPLIES - EMS DISP	1,140.00
NORTH CENTRAL MICHIGAN COLLEGE	ID#123077/123116	COURSE TUITION - FIRE/EMS	5,050.00
NYE UNIFORM COMPANY	857378	UNIFORMS - FIRE/EMS	189.14
NYE UNIFORM COMPANY	862631	UNIFORMS - FIRE/EMS	29.75
NYE UNIFORM COMPANY	862630	UNIFORMS - FIRE/EMS	27.23
OFFICE DEPOT	27798976	SUPPLIES - POL/FIRE/EMS	209.64
OMEGA ELECTRIC & SIGN CO INC	28456	UNIFORMS - FIRE/EMS	15.00
OMEGA ELECTRIC & SIGN CO INC	28605	UNIFORMS - FIRE/EMS	24.00
PITNEY BOWES INC	1023832779	SUPPLIES - CH	355.86
PRATTSCAPE LLC	092123	LANDSCAPING - LOC ST	1,600.00
R & R FIRE TRUCK REPAIR	66302	VEH MAINT #102	150.00
R & R FIRE TRUCK REPAIR	66303	VEH MAINT #125	1,731.91
R W MERCER COMPANY INC	238962	OPERATOR INSP - MARINA	250.00
ROWLEYS WHOLESALE	1398099-00	VEH MAINT - EQ	344.49
ROWLEYS WHOLESALE	1398100-00	VEH MAINT - EQ	59.08
SPARTAN DISTRIBUTORS INC	11885580	MAINT - CEMETERY	750.38
STANDARD ELECTRIC CO	4082966-01	VEH MAINT - FIRE/EQ	134.24
STAPLES	8071480433	SUPPLIES - INSP	68.34
STAPLES	8071308133	SUPPLIES - ZONING	68.35
STAPLES	8071385949	SUPPLIES - CH	64.58
STAPLES	8071233274	SUPPLIES - CH	406.70
STAPLES	8071064222	SUPPLIES - BLDG	41.74
STEFFI LYNN TSAI	389	FRESH WAVES 2023	4,740.00
STRALEY LAMP & KRAENZLEIN PC	38570	MONTHLY FEE 08/23	3,440.00
SUPERIOR IMAGE CLEANING	12535	CUSTODIAL SERVICES - MARINA	1,333.00
SUPERIOR IMAGE CLEANING	12526	CUSTODIAL SERVICES - STARLITE	2,018.85
SUPERIOR IMAGE CLEANING	12523	CUSTODIAL SERVICES - WOODWARD	1,391.80
TED FESTERLING LLC	10534	VEH MAINT - EQ	237.89
TED FESTERLING LLC	10632	VEH MAINT - EQ	569.28
TERMINAL SUPPLY CO	71348-00	VEH MAINT - EQ	172.77
THE SHERWIN WILLIAMS CO	8811-0	MAINT - PARKS	119.97
THE SHERWIN WILLIAMS CO	8855-7	MAINT - MARINA	145.62
THUNDER BAY ELECTRIC INC	233458	LIGHTING UPGRADE - WASHINGTON/BIPATH	24,554.43
THUNDER BAY ELECTRIC INC	232978	MAINT - LIGHTS	354.00
THUNDER BAY ELECTRIC INC	232979	BRIDGE MAINT - MAJ ST	956.29
THUNDER BAY ELECTRIC INC	233050	MAINT - PARKS	265.50
THUNDER BAY ELECTRIC INC	232977	TRAFF SIGNAL MAINT - MAJ ST	177.00
TIME TO SHINE TOUCHLESS CARWASH	4392	VEH MAINT - POL	405.00
TRUE NORTH THREADS LLC	3166	UNIFORMS - BLDG/INSP	450.90
TRUGREEN PROCESSING CENTER	182883355	MAINT - CEMETERY	44.67
VEOLIA WATER CONTRACT OPERATIONS	9000114842	CONTRACT OPERATIONS 09/23	139,680.17
WEINKAUF PLUMBING & HEATING INC	25038	BLDG MAINT - POL	511.22
WEST SHORE FIRE INC	30970	FIRE DEX TURNOUT GEAR - COAT AND PAN1	42,471.00
WITMER PUBLIC SAFETY GROUP	INV322089	UNIFORMS - FIRE/EMS	171.96

Total: 743,873.73

DENTAL PAID ON 09/29/23

6,042.46

TOTAL FOR 10/02/23 COUNCIL MEETING

749,916.19



Visit us at www.wolverinefireworks.com

Contract Agreement

This Contract will engage the services of Wolverine Fireworks Display Inc. as vendor and display operator.

This agreement, between **City of Alpena**, herein after called "Sponsor" and Wolverine Fireworks Display Inc., 205 W Seidlers Rd., Kawkawlin, MI., Hereinafter called "Professional", is as follows.

The Sponsor and Professional, for mutual consideration hereinafter set forth, agree as follows:

- A: Professional agrees to provide Sponsor with correct amount, size and description of Fireworks as specified in proposal submitted to Sponsor **September 27, 2023**.
- B: Professional will provide Sponsor with Labor for the **July 4, 2024** Fireworks Display at **Alpena City Park**.
- C: Rain Date **TBD**.
- D: Professional agrees to provide Sponsor with Liability Insurance in the amount of **\$10,000,000.00**. All individuals/entities listed on the certificate of insurance will be deemed an additional insured per this contract.
- E: Sponsor agrees that in case of inclement weather or any other circumstances not caused solely by Professional, Sponsor will be charged maximum fixed costs in the amount of **\$5,750.00** per day and not for the unused Fireworks Package if display is cancelled *after* 5:00 p.m. the day before the display whether display *is or is not* rescheduled. If display is cancelled *prior* to 5:00 p.m. the day before the display and *is* rescheduled, Sponsor will be charged a minimum administration fee of **\$100.00**.
- F: Sponsor agrees to pay Professional a deposit of **\$5,750.00 upon signing of contract, no later than 90 days prior to display date**. If display is cancelled and not rescheduled by sponsor after deposit is paid but prior to 30 days before the display, Sponsor will forfeit 25% of deposit. If less than 30 days prior to display, Sponsor will forfeit 100% of deposit.
- G: Sponsor agrees to pay balance of **\$17,250.00 (including applicable sales tax)** within **10** days after show date of **July 4, 2024**.
- H: Sponsor agrees to indemnify, hold harmless, and defend Professional from and against any and all suits, claims, damages, liabilities, losses, expenses, and costs, including attorney fees (collectively "loss"), except to the extent such loss was caused by Professional's sole negligence.
- I: Sponsor agrees to procure and furnish a suitable place to display the fireworks in accordance with the NFPA 1123, and to secure all police, fire, and local and state permits, to arrange for any security bonds as required by law and to furnish all necessary and proper police and fire protection for the protection of Sponsor, the public, individuals who work in or around the display, for proper crowd control, vehicle parking and proper supervision. Sponsor further agrees to provide all necessary and proper discharge site security.
- J: If Professional, in its sole determination, is unable to supply the size and type of fireworks proposed due to supply chain issues, Professional will substitute with fireworks of equal monetary value, in its sole discretion, if possible. If no such supply is available, Professional will refund Sponsor any deposit paid and this agreement will be cancelled without penalty to Professional or Sponsor.

Sponsor

Professional

Memorandum



Date: October 2, 2023

To: Mayor Waligora and City of Alpena Municipal Council

From: Kathy Himes, Human Resources Director

Subject: Employee of the Quarter

For the first time, the City of Alpena has an Employee of the Quarter. Shortly after the first quarter of 2023, staff members, along with the help of Councilmember Karol Walchak, began looking at a new recognition program to recognize employees for their outstanding contributions to the City of Alpena and its citizens. Although development took some time, we are pleased tonight to present our first recipient based on the following criteria:

- Positive working relationships
- Upbeat attitude
- Rallies around the vision and values of the City
- Dedicated work ethic
- Proven methods of improving efficiency in the workplace
- Exceptional commitment to projects and tasks, going beyond the requirements of their position
- Goal oriented, a team player, and enthusiastic

Members of the staff can be nominated by any member of the City staff. Nominations are passed on to committee members to evaluate. After a great deal of discussion and consideration, a member of the staff is selected as the Employee of the Quarter. Selection committee members may change from time to time to keep things fresh. Staff members who nominate individuals will not sit on the selection committee to be sure neutral parties are involved. Since this is the first award, we anticipate seeing this program continue to evolve.

This quarter's nominees were Building Division Head Steve Hall, Detective Sergeant Bill Gohl, Firefighter Paramedic Doug Keogh, and Fleet Manager Doug Roznowski.

I am pleased to announce that the Employee of the Quarter for this period is Building Division Head Steve Hall.

Congratulations to all nominees and our Employee of the Quarter.



Alpena Downtown Development Authority (DDA)
124 E. Chisholm St. Alpena, MI 49707
www.downtownalpenami.com | 989-356-6422

DATE: September 27, 2023
TO: Alpena City Council
COPY: Rachel Smolinski, Alpena City Manager
Anna Soik, City Clerk/ Treasurer/ Finance Director
FROM: Anne Gentry, Downtown Development Authority (DDA)
RE: First Reading of Ordinances: DDA Boundary Expansion & 2023 Downtown Development Authority Amended and Restated Downtown Development Authority Development and Tax Incremental (TIF) Financing Plan

Dear City Council Members,

Attached to this memo are the items for the first reading of two ordinances as prepared by the City Attorney:

- **ORDINANCE NO. 23-496:** CITY OF ALPENA DOWNTOWN DEVELOPMENT AUTHORITY DDA BOUNDARY EXPANSION
- **ORDINANCE NO. 23-497:** CITY OF ALPENA DOWNTOWN DEVELOPMENT AUTHORITY AMENDED AND RESTATED DEVELOPMENT AND TAX INCREMENTAL FINANCING PLAN ORDINANCE

These two ordinances reflect the DDA boundary expansion as discussed, stretching roughly along Chisholm St. from 5th to 14th Ave and North Second Ave. from Miller to Clark St. All residential parcels on River St. were removed from the proposal in 2022. All property owners in the proposed boundary were notified twice that their property was being considered adding to the DDA boundary, once as we began this process in June 2022 and second regarding the public hearing held on December 5, 2022.

Also attached to this memo is the **signed copy of the Interlocal Agreement**, as approved by the Alpena County Commissioners on September 12, 2023. It would be my recommendation to also approve this agreement at the time the two ordinances are adopted.

It is still our intention to offer some type of rebate of the 1.98 special assessment to the 21 remaining residentially-zoned parcels left in the proposal if they request a reimbursement (**list of properties is attached**). These parcels are legally non-conforming in districts that are intended for commercial use. Anna Soik has confirmed that the City cannot issue a refund of a paid tax. The DDA is confirming we could offer such a refund to the property owners who would like the 1.98 assessment reimbursed and the logistics of such a system.

There has been some discussion within the DDA Boundary Expansion committee about removing two parcels, 610 River St. (J&S Auto Repair) and 405 River St. (RS Scott Associates) as the current owners have expressed their desire to be removed from the expansion. Our full DDA board has not discussed this issue to see if there is a majority wishing to remove the two parcels. At this point in the process, City Council could remove parcels (but not add) from the expansion. This would require a change to the legal description referenced in the ordinance in the Development Plan, and an updated map.



Alpena Downtown Development Authority (DDA)
124 E. Chisholm St. Alpena, MI 49707
www.downtownalpenami.com | 989-356-6422

If Council would like the DDA Board to pursue this, please let me know and we can discuss at our DDA Board of Directors meeting on Tuesday, October 3.

Thank you for your support and continued guidance on this boundary expansion!

A handwritten signature in black ink, appearing to read "Anne Gentry".

Anne Gentry, Executive Director

ORDINANCE NO. 23-496

CITY OF ALPENA DOWNTOWN DEVELOPMENT AUTHORITY
DDA BOUNDARY EXPANSION

An ordinance to expand the boundary of the City of Alpena Downtown Development Authority.

The City of Alpena ORDAINS:

SECTION 1

TITLE

This Ordinance shall be known and cited as the 2023 Boundary Expansion of the City of Alpena Downtown Development Authority.

SECTION 2

ADOPTION

The Alpena City Council, having held a public hearing on December 5, 2022, on the proposed boundary expansion as recommended by the Downtown Development Authority, attached hereto as Exhibit A, and incorporated herein by reference, hereby makes the determination that the expansion constitutes a public purpose. This determination and adoption is based on the following considerations:

- A. The expansion is in reasonable accord with the City of Alpena's Master Plan and includes properties along the US-23 commercial corridor and 2nd Street;
- B. The expansion will further connect Alpena's business districts allowing the DDA to provide technical support and programs;
- C. The expansion will avail commercial properties access to potential funding programs only designated for properties within a DDA district;
- D. Public services, such as fire and police protection and utilities, are or will be adequate to service the project area; and

SECTION 3

SECTION HEADINGS; SEVERABILITY; REPEALER

Section headings in this Ordinance are furnished for convenience only and shall not be considered to be part of this Ordinance. All other Ordinances, resolutions and orders or parts

thereof in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby repealed, and each section of the Ordinance and each subdivision of any section thereof is hereby declared to be independent, and the finding or holding of any section or subdivision thereof to be invalid or void shall not be deemed or held to affect the validity of any other section or subdivision.

EFFECTIVE DATE

THE PROVISIONS OF THIS ORDINANCE SHALL TAKE EFFECT TEN (10) DAYS AFTER PUBLICATION.

I HEREBY CERTIFY THAT THE ABOVE ORDINANCE WAS ADOPTED BY THE MUNICIPAL COUNCIL OF THE CITY OF ALPENA, MICHIGAN, AT A REGULAR MEETING HELD ON THE _____ DAY OF _____ 2023.

Matt J. Waligora
Mayor

Anna Soik
City Clerk/Treasurer/Finance Director

First Presented: October 2, 2023
Adopted: _____
Published: _____
William A. City Attorney

EXHIBIT A

DDA BOUNDARY EXPANSION 9-18-2023 (SOUTHSIDE ADDITION)

Note – “City” refers to the City of Alpena.

Beginning at the intersection of the centerline of River Street and the extension of the line common to Lots 12 and 13, Block 8 of the City; Thence Northwesterly along said centerline to the intersection of the centerline of Fifth Avenue; Thence Southwesterly, along the centerline of Fifth Avenue, to the extension of the centerline of the alley in Block 12 of the City; Thence Northwesterly, along the centerline of said Alley through Blocks 12, 14 and 17, to the Northwesterly line of Eighth Avenue; Thence Southwesterly, along said Northwesterly line, to the Northeasterly line of Lockwood Street; Thence Northwesterly along said Northeasterly line, to the Southeasterly line of Ninth Avenue; Thence Northeasterly, along said Southeasterly line, to the extension of the Alley in Block 24; Thence Northwesterly, along said centerline, to the Northwesterly line of Ninth Avenue; Thence Southwesterly, along said Northwesterly line, to the Northeasterly line of the Southwesterly 1/2 of Lot 11 and 12, Block 24 of the City; Thence Northwesterly, along said Northeasterly line, to the Southeasterly line of Lot 10, Block 24 of the City; Thence Southwesterly, along said Southeasterly line, to the Northeasterly line of Lockwood Street; Thence Northwesterly, along said Northeasterly line, to the Southeasterly line of Tenth Avenue; Thence Northeasterly, along said Southeasterly line, to the extension of the centerline of the Alley in Block 29 of the City; Thence Northwesterly, along said centerline through Blocks 29 and 41, to the Southwesterly line of Lots 1-6, Block 47 of the City; Thence Northwesterly, along said Southwesterly line, to the Northwesterly line of Thirteenth Avenue; Thence Southwesterly, along said Northwesterly line and it's extension, to the Northeasterly Bank of Thunder Bay River; Thence Northwesterly and Northeasterly, along said Bank to Northeasterly line of Lot 3, Block 51 of the City; Thence Southeasterly, along said Northeasterly line, to the Northwesterly line of Fourteenth Avenue; Thence Southwesterly, along said Northwesterly line, to the extension of the centerline of the Alley in Block 49 of the City; Thence Southeasterly, along said centerline, through Blocks 49, 46, 42, 28, and 23, to the centerline of Ninth Avenue; Thence Northeasterly, along said centerline over Thunder Bay River, to the Northeasterly line of the former railroad right-of way; Thence Southeasterly, along said railroad right-of-way, to the Southeasterly line of Ninth Avenue; Thence Southwesterly, along said Southeasterly line, 65 feet, more or less; Thence Southeasterly, along the Southwesterly line of the former railroad right-of-way, 117 feet, to the extension of the Southeasterly line of Walnut Street; Thence Southwesterly, along said extension, to the Northeasterly bank of Thunder Bay River; Thence Northwesterly, along said Bank, to the Southeasterly line of Ninth Avenue; Thence Southwesterly, along said Southeasterly line, across Thunder Bay River to the Southwesterly Bank of said River; Thence Southeasterly, along said Bank including Rotary Island, to the line common to Lot 12 and 13, Block 8 of the City; Thence Southwesterly, along said line and it's extension, to the Point of Beginning;

Except the following parcels:

520 RIVER ST	093-637-000-294-00
522 RIVER ST	093-637-000-296-00
524 RIVER ST	093-637-000-298-00
526 RIVER ST	093-637-000-300-00
122 N SEVENTH AVE	093-637-000-302-00

112 N SEVENTH AVE	093-637-000-304-00
621 RIVER ST	093-637-000-332-00
625 RIVER ST	093-637-000-334-00
631 RIVER ST	093-637-000-336-00
635 RIVER ST	093-637-000-338-00
208 N EIGHTH AVE	093-637-000-340-00
617 RIVER ST	093-637-000-344-00
121 N SEVENTH AVE	093-637-000-350-00
115 N SEVENTH AVE	093-637-000-352-00
614 RIVER ST	093-637-000-354-00
618 RIVER ST	093-637-000-356-00
622 RIVER ST	093-637-000-358-00
626 RIVER ST	093-637-000-360-00
112 N EIGHTH AVE	093-637-000-362-00
114 N EIGHTH AVE	093-637-000-364-00
111 N SEVENTH AVE	093-637-000-376-00
711 RIVER ST	093-637-000-426-00
713 RIVER ST	093-637-000-428-00
721 RIVER ST	093-637-000-432-00
725 RIVER ST	093-637-000-434-00
729 RIVER ST	093-637-000-436-00
733 RIVER ST	093-637-000-438-00
220 N NINTH AVE	093-637-000-440-00
222 N NINTH AVE	093-637-000-442-00
226 N NINTH AVE	093-637-000-444-00

DDA BOUNDARY EXPANSION 9-18-2023 (NORTHSIDE ADDITION)

Note – “City” refers to the City of Alpena.

Beginning at the intersection of the centerline of Miller Street and the extension of the Southeasterly line of Lot 3, Block 85, George N. Fletcher’s 3rd Addition to the City; Thence Northeasterly, along said Southeasterly line, to the centerline of the Alley in said Block 85; Thence Northwesterly, along said centerline, to the Southeasterly line of Lot 8, said Block 85; Thence Northeasterly, along said Southeasterly line, to the centerline of Lake Street; Thence Southeasterly, along said centerline, to the extension of the Northwesterly line of the Southeasterly 49.5 feet of Lot 4, Block 96, George N. Fletcher’s 3rd Addition to the City; Thence Northeasterly, along said Northwesterly line, to the Southwesterly line of the Northeasterly 56.5 feet of said Lot 4; Thence Southeasterly, along said Southwesterly line, to the Southeasterly line of said Lot 4; Thence Northeasterly, along said Southeasterly line of said Lot 4 and the Southeasterly line of lot 9, Block 96, to the Southeasterly line of Lot 4, Block 2, Wade’s Addition to the City; Thence Northeasterly, along said Lot 4, to the Southeasterly line of Lot 9, Block 2, of Wade’s Addition; Thence Northeasterly, along said Southeasterly line, to the Southwesterly line of Clark Street; Thence Northwesterly, along said Southwesterly line, to the centerline of Second Avenue; Thence Southwesterly, along said centerline, to the extension of the Southwesterly 55 feet of Lot 1 and 2, Block 89, George N. Fletcher’s 3rd Addition to the City; Thence Northwesterly, along said line, 99 feet; Thence Northeasterly 1

foot; Thence Northwesterly 66 feet to the Northwesterly line of said Lot 2; Thence Southwesterly, along said Northwesterly line, to the Northwesterly line of Lot 11, Block 86, George N. Fletcher's 3rd Addition to the City; Thence Southwesterly, along said Northwesterly line, to the centerline of the Alley in said Block 89; Thence Southeasterly, along said centerline, to the extension of the Southeasterly line of the Southeasterly 1/2 of Lot 2, Block 86, George N. Fetcher's Addition to the City; Thence Southwesterly, along said Southeasterly line, to the centerline of Miller Street; Thence Southeasterly, along said centerline, to the Point of Beginning.

ORDINANCE NO. 23-497

**CITY OF ALPENA DOWNTOWN DEVELOPMENT AUTHORITY
AMENDED AND RESTATED DEVELOPMENT AND TAX INCREMENTAL
FINANCING PLAN ORDINANCE**

An ordinance to adopt an Amended and Restated Downtown Development Authority Development and Tax Incremental Financing Plan in the City of Alpena.

The City of Alpena ORDAINS:

SECTION 1

TITLE

This Ordinance shall be known and cited as the 2023 City of Alpena Amended and Restated Downtown Development Authority Development and Tax Increment Financing Plan Ordinance.

SECTION 2

ADOPTION

The Alpena City Council, having held a public hearing on December 5, 2022, on the Amended and Restated Development and Tax Increment Financing Plan (the “Plan”) prepared by the Downtown Development Authority, attached hereto as Exhibit A, and incorporated herein by reference, hereby makes the determination that the Plan constitutes a public purpose and adopts the Plan. This determination and adoption is based on the following considerations:

- A. The Plan meets the requirements set forth in Section 217(2) of the Recodified Tax Increment Financing Act, Michigan Public Act 57 of 2018;
- B. The Plan includes a proposed method of financing the development that is feasible and the Downtown Development Authority has the ability to arrange the financing;
- C. The development described in the Plan is reasonable and necessary to carry out the purpose of the Act;
- D. Any land within the Development Area that may be acquired by the Downtown Development Authority under the Plan will be reasonably necessary to carry out the purpose of the Plan and the Act in an efficient and economically satisfactory manner;
- E. The Plan is in reasonable accord with the City of Alpena’s Master Plan;
- F. Public services, such as fire and police protection and utilities, are or will be adequate to service the project area; and

G. Any changes in zoning, streets, street levels, intersections and utilities are reasonably necessary for the project and for the City of Alpena.

SECTION 3

SECTION HEADINGS; SEVERABILITY; REPEALER

Section headings in this Ordinance are furnished for convenience only and shall not be considered to be part of this Ordinance. All other Ordinances, resolutions and orders or parts thereof in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby repealed, and each section of the Ordinance and each subdivision of any section thereof is hereby declared to be independent, and the finding or holding of any section or subdivision thereof to be invalid or void shall not be deemed or held to affect the validity of any other section or subdivision.

EFFECTIVE DATE

THE PROVISIONS OF THIS ORDINANCE SHALL TAKE EFFECT TEN (10) DAYS AFTER PUBLICATION.

I HEREBY CERTIFY THAT THE ABOVE ORDINANCE WAS ADOPTED BY THE MUNICIPAL COUNCIL OF THE CITY OF ALPENA, MICHIGAN, AT A REGULAR MEETING HELD ON THE _____ DAY OF _____ 2023.

Matt J. Waligora
Mayor

Anna Soik
City Clerk/Treasurer/Finance Director

First Presented: October 2, 2023
Adopted: _____
Published: _____
William A. City Attorney

ALPENA COUNTY BOARD OF COMMISSIONERS

BOARD ACTION #21

TO: County Clerk, County Treasurer

FROM: Alpena County Board of Commissioners

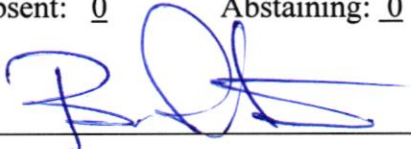
SUBJECT: DDA Expansion – Interlocal Agreement Option C/Option B

BOARD ACTION:

Moved by Commissioner Fournier and supported by Commissioner Kozlowski to recommend to approve the Interlocal Agreement – Option C with County Contribution – Option B with first two years of \$129,166 per year, then \$4,166 in years 3-30 with the City of Alpena for the Downtown Development Authority Expansion. Roll call vote was taken: AYES: Commissioners Lalonde, Fournier, Konarzewski, Kozlowski, and Francisco. NAYS: Commissioners LaHaie, Osmer, and Peterson. Motion carried.

This action was XX APPROVED DISAPPROVED

BY: Ayes: 5 Nays: 3 Excused: 0 Absent: 0 Abstaining: 0

Alpena County Board Chairman's Signature:  _____

Alpena County Board Vice-Chairman's Signature: _____

Date of the Board Meeting: September 12, 2023

THE UNIVERSITY OF CHICAGO

PHYSICS DEPARTMENT

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INTERLOCAL AGREEMENT

This Interlocal Agreement is made by and between the County of Alpena (hereinafter "County") and the City of Alpena (hereinafter "City").

Recitals

Whereas, the County and the City are local government units as defined in Section 2 of 1967 P.A. 7, Extra Session, known as the Urban Cooperation Act of 1967, MCL 124.501 *et seq.* (hereinafter "Act"); and

Whereas, pursuant to Section 5a of the Act, the County and the City may enter into an interlocal agreement for the sharing of all or a portion of revenue derived by and for the benefit of a local governmental unit entering into that agreement, which revenue results from the levy of general ad valorem property taxes or specific taxes levied in lieu of general ad valorem property taxes upon any property; and

Whereas, the City will adopt an expanded 2023 Development Plan and Tax Increment Financing Plan (the "Plan"). The Plan permits the Alpena Downtown Development Authority (DDA) to capture incremental tax revenues attributable to increases in values of the real and personal property located within the approved development district. A map of the approved development district is attached as Exhibit A; and

Whereas, it is anticipated that the enhancement of values in the district, and the values of nearby properties, will indirectly benefit all local governmental units, including the County, both during and after the completion of the Plan, and

Whereas, the County "opted out" of the Plan, but agrees to participate as detailed herein, as authorized by Section 5a of the Act.

Terms

1. The Plan shall remain active for thirty (30) years, beginning in 2023 and ending on December 31, 2053.
2. During the period of the Plan, the County shall contribute according to the table laid out in Exhibit B.
3. Funds shall be used for activities as outlined in the 2023 Downtown Development & Tax Increment Financing Plan with the purpose to:
 - Correct and prevent deterioration within business districts
 - To promote economic growth and revitalization
 - To encourage commercial revitalization and historic preservation

4. The County Commissioners may choose to appoint a representative to serve on a Committee of the DDA and may recommend a person to City Council for appointment to the DDA Board of Directors.

Review of Agreement

5. This agreement may be terminated or rescinded by a referendum of the residents of either the County or the City not more than 45 days after the approval of the agreement by the governing body.
6. At year ten (10), if the taxable value of the expanded DDA district (as shown in blue in Exhibit A) has not increased to the amount laid out in the TIF Forecast for year ten (10) (reflecting an forecasted 2% increase in value each year), the County re-evaluate its contribution for the proceeding ten (10) years.
7. At year twenty (20), if the taxable value of the expanded DDA district (as shown in blue Exhibit A) has not increased to the amount laid out in the TIF Forecast for year twenty (20) (reflecting a forecasted 2% increase in value each year), the County may re-evaluate its contribution for the proceeding ten (10) years.

Signed:



Alpena County

Approved by Alpena County Commissioners on September 12, 2023

9/24/23

Date

City of Alpena

Date

Exhibit B

Year	County Contribution
1	\$129,166
2	\$129,166
3	\$4,166
4	\$4,166
5	\$4,166
6	\$4,166
7	\$4,166
8	\$4,166
9	\$4,166
10	\$4,166
11	\$4,166
12	\$4,166
13	\$4,166
14	\$4,166
15	\$4,166
16	\$4,166
17	\$4,166
18	\$4,166
19	\$4,166
20	\$4,166
21	\$4,166
22	\$4,166
23	\$4,166
24	\$4,166
25	\$4,166
26	\$4,166
27	\$4,166
28	\$4,166
29	\$4,166
30	\$4,166
TOTAL	\$374,980

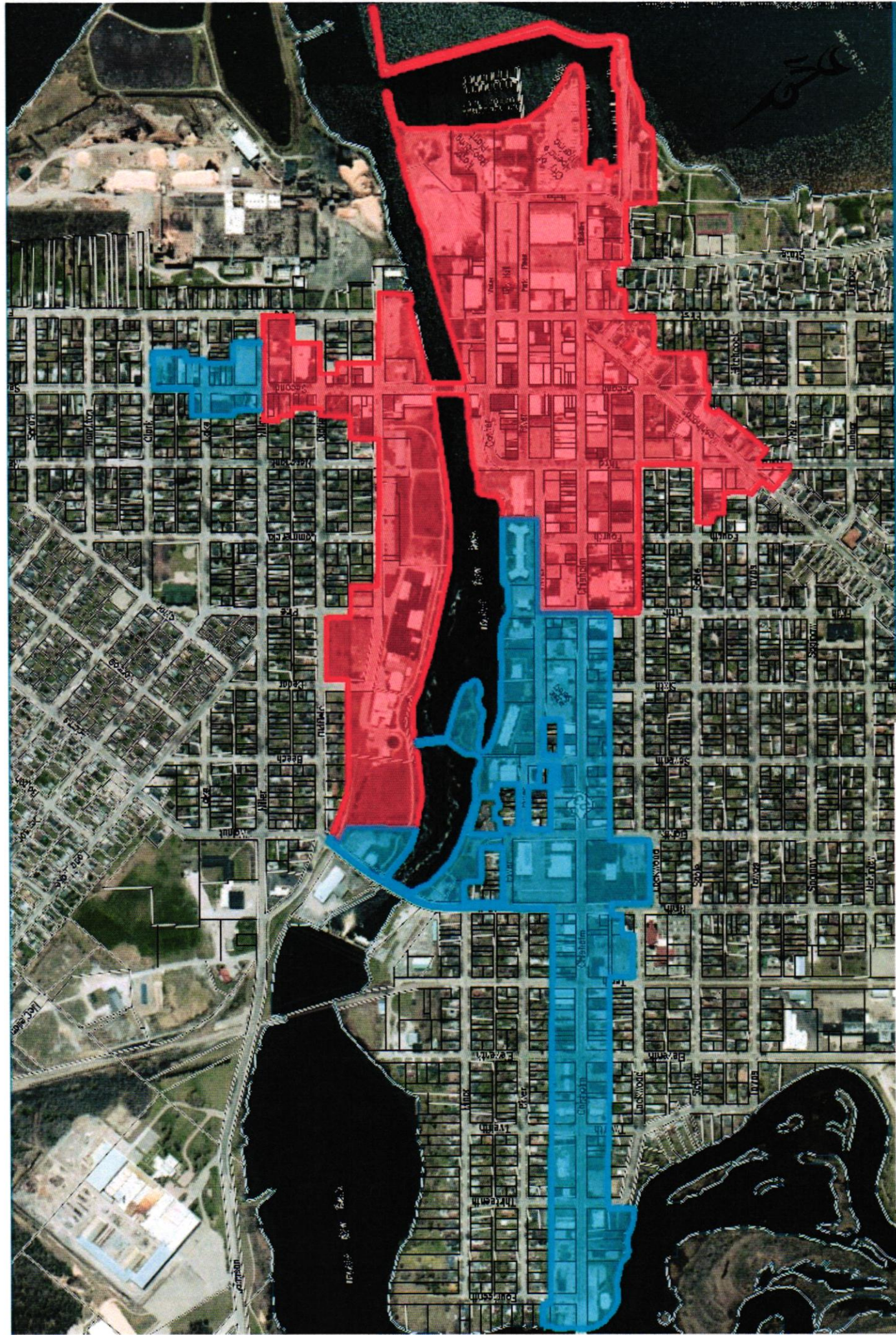


Exhibit A

Red = existing DDA district

Blue= proposed parcels to add to DDA

Properties Zoned Residential in Proposed DDA expanded boundaries
Jan-23

Address	Parcel No.	Use	Number of units	Taxable value	Millage	owner indicated support for expansion
611 N SECOND AVE	092-117-000-038-00	Multi-family rental	2	\$20,305	\$40.20	
601 N SECOND AVE	092-117-000-039-00	Multi-family rental	3	\$40,700	\$80.59	not in favor of expansion
117 N FIFTH AVE	093-637-000-268-00	Owned by Wolverine State Credit Union, planned for redevelopment		\$29,328	\$58.07	
115 N FIFTH AVE	093-637-000-270-00	Owned by Wolverine State Credit Union, planned for redevelopment		\$20,535	\$40.66	
405 W CHISHOLM ST	093-637-000-280-00	Single family home, owner occupied		\$33,959	\$67.24	
420 W CHISHOLM ST	093-637-000-286-00	Single family home, owner occupied		\$20,599	\$40.79	
432 W CHISHOLM ST	093-637-000-290-00	Multi-family rental	5	\$47,500	\$94.05	
116 S SIXTH AVE	093-637-000-292-00	Single family home, owner occupied		\$25,700	\$50.89	
502 W CHISHOLM ST	093-637-000-318-00	Multi-family rental	2	\$24,118	\$47.75	
506 W CHISHOLM ST	093-637-000-320-00	Single family rental	1	\$32,634	\$64.62	
522 W CHISHOLM ST	093-637-000-324-00	Single family home, owner occupied		\$35,099	\$69.50	
526 W CHISHOLM ST	093-637-000-326-00	Owned by Sunrise Mission as rental		\$50,163	\$99.32	
536 W CHISHOLM ST	093-637-000-328-00	Owned by Sunrise Mission- appears to be a shed but zoned residential		\$13,020	\$25.78	
112 S SEVENTH AVE	093-637-000-330-00	Single family rental	1	\$19,424	\$38.46	
117 S SEVENTH AVE	093-637-000-380-00	Multi-family rental	2	\$24,553	\$48.61	
910 W CHISHOLM ST	093-637-000-639-00	Single family home		\$40,154	\$79.50	
920 W CHISHOLM ST	093-637-000-643-00	Single family home		\$21,986	\$43.53	
109 S TWELFTH AVE	093-637-000-871-00	Single family home, owner occupied		\$33,501	\$66.33	
1106 W CHISHOLM ST	093-637-000-873-00	Vacant lot		\$3,307	\$6.55	
1108 W CHISHOLM ST	093-637-000-875-00	Single family rental, small home by Hungry Howies	1	\$21,239	\$42.05	
123 N FOURTEENTH AVE	093-637-000-957-00	Vacant lot		\$18,800	\$37.22	

Totals

Multi family rentals	5	TOTALS	\$576,624	\$1,141.72
Single family rentals	4			
Single family, owner occupied	6			
Vacant homes	2			
Vacant lots	2			
Sunrise Mission owned	2			
Totals	21			

*assumed as mailing address is same as parcel address

Amended and Restated Development Plan and Tax Increment Financing Plan 2023



City of Alpena
Alpena County, Michigan
Downtown Development Authority



City of Alpena
Alpena County, Michigan
Downtown Development Authority

AMENDED and RESTATED DEVELOPMENT PLAN and TAX INCREMENT FINANCING PLAN

Adopted 00-00-2023
Effective 00-00-2023

CITY COUNCIL

Matt Waligora, Mayor
Cindy Johnson, Mayor Pro Tem
Danny Mitchell
Mike Nowak
Karol Walchak
Bill Pfeifer
Keith Wallace

Rachel Smolinski, City Manager

ALPENA DOWNTOWN DEVELOPMENT AUTHORITY

Michael Mahler, Chairman
Quintin Meek, Vice Chairman
Todd Britton
Jennifer Calery
Corey Canute
Cristi Johnson
Nicholas Lusardi
Rachel Smolinski

Anne Gentry, Executive Director

Technical Assistance Provided By

B R 
Beckett & Raeder

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DEVELOPMENT PLAN

Purpose Of The Downtown Development Authority Act

Part 2 of Act 57 of Public Acts of 2018, commonly referred to as the Downtown Development Authority was created in part to correct and prevent deterioration within business districts to promote economic growth and revitalization; to encourage commercial revitalization and historic preservation; to authorize the acquisition and disposal of interests in real and personal property; to authorize the creation of a downtown development authority board; to authorize the levy and collection of taxes, the issuance of bonds and the use of tax increment financing in the accomplishment of specific development activities contained in locally-adopted development plans.

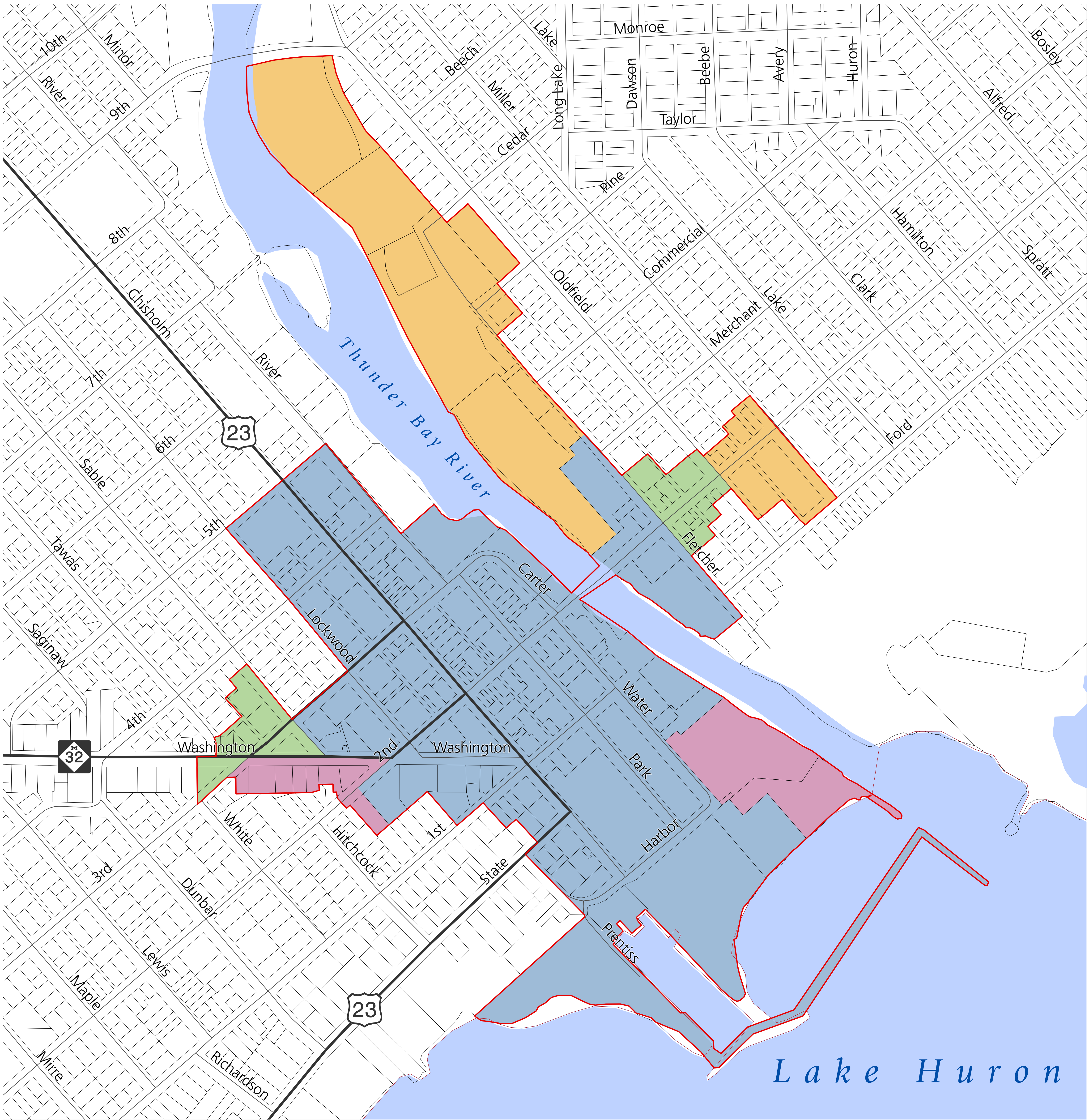
The Act seeks to attack problems of urban decline, strengthen existing areas, and encourage new private developments in Michigan downtowns. It aims to accomplish this goal by providing communities with the necessary legal, monetary, and organizational tools to revitalize economically distressed areas through public-initiated projects or privately motivated development projects. The manner in which downtown development authorities choose to use these tools depends on the problems and opportunities facing each redevelopment area and the development priorities sought by the community and board in revitalizing its area.

Creation of the Downtown Development Authority

On April 21, 1980, the City Council of the City of Alpena adopted Ordinance No. 110, creating a Downtown Development Authority under Public Act 179 of 1975 and designating the boundaries of the Authority district within which the Authority will exercise its powers. The 1980 district included the core downtown area within an area generally bounded by Fifth Avenue, Thunder Bay River, Fletcher Street, and Sable Street. In 1988, the downtown development authority district expanded to include selective parcels along Washington and Fifth Streets. In 1988, the district was again expanded to include properties on the block of N. Second Street from Oldfield Street to Miller Street. In 2004, the district was expanded to include the former Fletcher Paper Company property along the Thunder Bay River and Fletcher Street. In 2023, the district was expanded to include properties along W. Chisholm Street from 5th Street to north of N. 14th Street to the Thunder Bay River.

Basis for the Development Plan



The Downtown Development Authority Act provides the legal mechanism for local officials to address the need for economic development in the redevelopment district. This Development Plan and Tax Increment Financing Plan amends and restates the 1981, 1985, 1988, and 2004 Development Plans and Tax Increment Plans for the original downtown development district by amending the type of projects and increasing the expiration of the plan to fiscal year ending December 31, 2051.

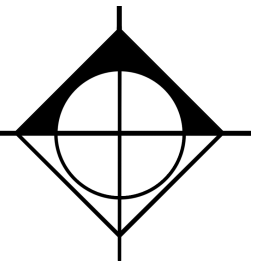


CITY OF ALPENA

Downtown Development Authority

Data Sources: State of Michigan Geographic Data Library, City of Alpena, Esri Basemap, Lewis & Lewis Surveying

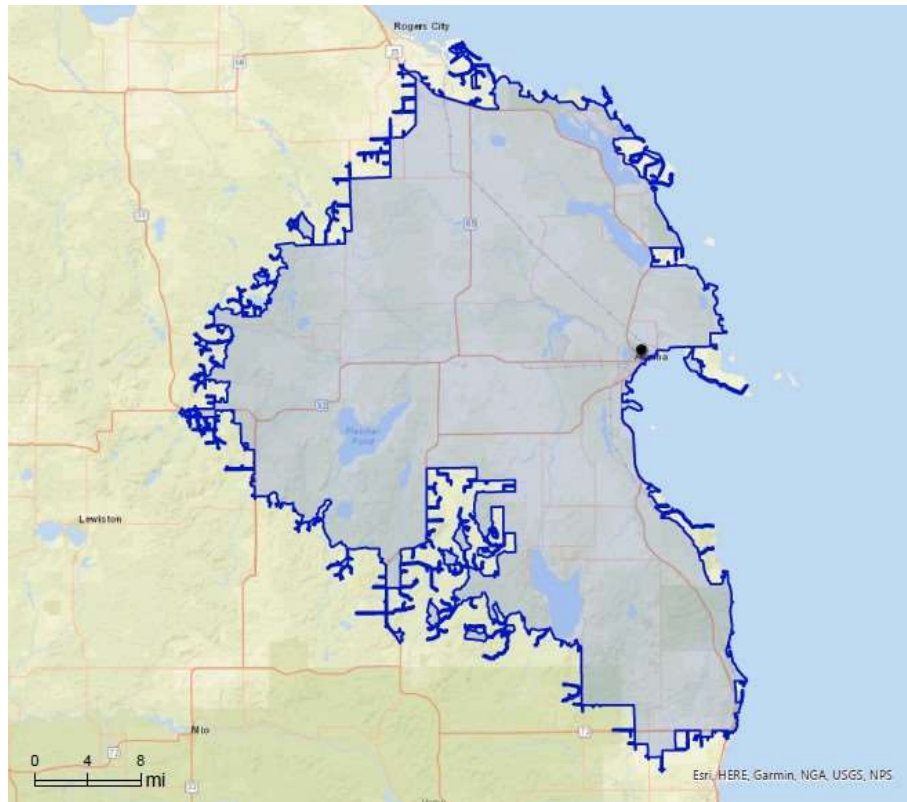
-  Downtown Development Area
-  Original - 1981
-  Addition - 1985
-  Addition - 1988
-  Addition - 2004



0 500 1,000 Feet

ALPENA MARKET OVERVIEW

The Alpena market covers a significant geographic area in northeast Michigan, spanning south to Harrisville, west to Hillman, and north into Presque Isle County just south of Rogers City. This 40-minute drive time serves 39,475 people and 17,845 households. The map below illustrates the geographic extent of the market area. Downtown Alpena and the business districts in Alpena Township west and south of the City will likely capture the largest share of potential retail spending demand.



The retail demand outlook for 2022 and 2027 indicates a positive market trend in household expenditures within all categories.

Category	2022 Spending	2027 Demand	Spending Growth
Apparel and Services	\$26,955,197	\$31,060,963	\$4,064,766
Entertainment	\$47,014,802	\$54,116,303	\$7,101,501
Food at Home	\$78,441,230	\$90,283,009	\$11,841,779
Food Away from Home	\$49,1125,755	\$56,527,876	\$7,402,121
Household Furnishings	\$18,763,582	\$21,590,394	\$2,826,812

Source: Esri forecasts for 2022 and 2027; Consumer Spending data are derived from the 2018 and 2019 Consumer Expenditure Surveys, Bureau of Labor Statistics.

GENERAL DEVELOPMENT PLAN

The need for establishing the Development District (referred to as "Development Area") is founded on the basis that the future success of Alpena's current effort to revitalize its business districts will depend, in considerable measure, on the readiness and ability of its public sector to initiate general improvements that strengthen the business districts and to encourage and participate where feasible in the development of new private uses that demonstrate the creation of new jobs, the attraction of new business, and the generation of additional tax revenues.

The General Development Plan referenced herein suggests the following:

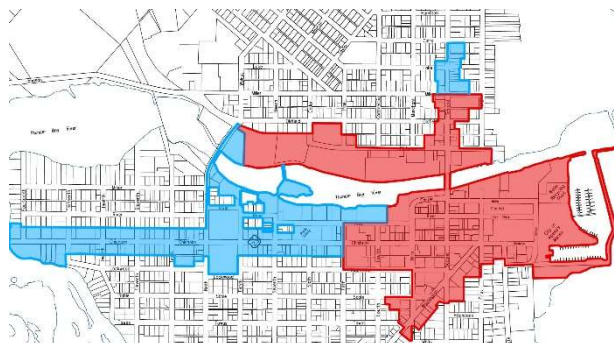
- Continue implementation of the 2017 DDA Strategic Plan,
- Continued redevelopment of the commercial area within the district by encouraging the reinvestment of public and private funds,
- Efforts to integrate the commercial, residential, and mixed-use properties within the development area,
- Efforts to maximize access to the Thunder Bay River and Lake Huron waterfront,
- Efforts to create development opportunities for new commercial and residential developments,
- Installation of pedestrian improvements that would support and strengthen the business district, such as streetscape improvements, linkages with public and private facilities, and
- Integration of transportation enhancements, improving circulation and traffic in and around the downtown area.

DEVELOPMENT PLAN

1. Designation of Boundaries of the Development Area

The Development Area boundary is within the jurisdictional limits of the City of Alpena and the City of Alpena Downtown Development Authority. The City of Alpena established the Downtown Development Authority under Act 57 of 2018, as amended, through the adoption and publication of City Council Ordinance 110, adopted on April 21, 1980, with subsequent expansions in 1985, 1988, and 2004. The Development Area boundary is contiguous with the DDA District boundary.

The fifth expansion of the DDA District is currently being contemplated. This district will extend on the south side of the Thunder Bay River along Chisholm Street from Fifth Street to the Thunder Bay River and include non-residential properties along River Street. On the side of the Thunder Bay River, the district will extend from its current northwest boundary to Ninth Street and along Second Street from Miller to Clark Street. The area demarcated in blue shows the proposed expansion area.



2A. Location and Extent of Existing Streets and Other Public Facilities

Public rights-of-way along Chisholm, State, Prentiss, Harbor, Washington, Fletcher, Park, Water, First, Second, Third, Fourth, and Fifth Streets under the jurisdiction of the City of Alpena and the State of Michigan. Public facilities within the development area include the Alpena City Hall, the Thomas Stafford Dog Park, the Alpena Marina, the sewage treatment plant, the U.S. Post Office, and various public parking lots. Public parks inside the Development Area include Culligan Plaza, Chisholm St. Pocket Park, Rotary Island Mill Park, Avery Park, Alpena Skate Park, and two Riverfront Parks.

2B. Location, Character, and Extent of Existing Public and Private Land Uses within the Development Area

Street Right-of-Way: Existing Boundary

Street	Approximate Limits	
Miller Street	Just west of 2 nd Street	Ford Street
Oldfield Street	Just west of 2 nd Street	Just east of 2 nd Street
Fletcher Street	Pine Street	Just east of 2 nd Street
Carter Street	River Street	Pine Street
Water Street	2 nd Street	Harbor Street
Park Street	Carter Street	Harbor Street
Chisholm Street	5 th Street	Harbor Street
Lockwood Street	5 th Street	Washington Street
Sable Street	Just east of 4 th Street	Washington Street
Tawas Street	Just east of Washington Street	Washington Street
Washington Street	Just east of 3 rd Street	Chisholm Street
River Street	5 th Street	Carter Street
Harbor Street	Prentiss Street	Water Street
1 st Street	Just southwest of Washington	Water Street
2 nd Street	Just northeast of Hitchcock	Miller Street
3 rd Street	Just southwest of Washington	Carter Street
4 th Street	Lockwood Street	Park Street
5 th Street	Lockwood Street	River Street

Street Right-of-Way: Expansion Boundary

Street	Approximate Limits	
Chisholm Street	Fifth Street	Thunder Bay River
River Street	Fourth Street	Ninth Street
Ninth Street	Lockwood Street	Oldfield Street
Second Street	Miller Street	Clark Street
Lake Street	150 feet NW of 2 nd	150 feet SW of 2 nd Street

Public Recreation Facilities

Public recreation facilities in the DDA District and Development Area include the Alpena Municipal Marina, Southern Riverfront Park, North Riverfront Park, Waterfront Park, Chisholm Street Park, Culligan Plaza, and Avery Park.

Private Land Uses

- Residential – There are approximately 60 second-story units within the area, which are used for short-term, vacation, or long-term rentals. There are about 15 single-family homes within the district and 5 multi-family homes.
- Commercial – Commercial properties within the development area include the historic downtown district

centered on Second Avenue and businesses along Chisholm Street (US-23) and M-32. The downtown business area reflects a traditional pattern of zero-lot-line buildings with on-street and off-street public parking lots. The downtown is more pedestrian-oriented than the commercial land use along US-23. Commercial properties along the later traffic corridors are more vehicular and have on-site parking. There are approximately 200 businesses within the development area.

- Industrial – Alpena Oil is located within the Development Area and classified under this plan as an industrial land use.
- Transportation - No daily private transportation facilities, such as railroad lines and/or truck terminals, are within the Development Area.

Private land uses include various commercial, professional offices, and residential properties.

3. Location and Extent of Proposed Public and Private Land Uses.

Private:

- Hotel development on the Alpena Power Site at 123 Water St.
- Renovation of three theaters downtown, including the Sanctuary Cinema (101 S. Second Ave), the State Theater (206 N. Second Ave), and Thunder Bay Theatre (400 N. Second Ave).
- Renovation of the mixed-use Vaughn building, spanning the block of North Second Avenue near the River
- Mixed-use development of the previous Habitat for Humanity site at 400 W. Chisholm St.

Public:

- Continued revitalization of the Alpena Marina, operated by the City of Alpena
- Culligan Plaza redesign (corner of 2nd Ave. and Chisholm St) by the City of Alpena

4. Legal Description of the Development Area

The boundaries of the Downtown Development Authority shall be as set forth on that map attached hereto and made a part hereof by reference and as described as follows:

Existing Boundary

The Downtown Development Authority District was established in 1980 and expanded in 1985, 1988, and 2004.

City of Alpena, Alpena County, State of Michigan:

Note – “City” refers to the City of Alpena.

Beginning at the intersection of the centerline of River Street and Fifth Avenue; Thence Southwesterly along the centerline of Fifth Avenue, to the centerline of Lockwood Street; Thence Southeasterly, along the centerline of Lockwood Street, to the Centerline of Third Avenue; Thence Southwesterly, along the centerline of Third Avenue, to the Centerline of Sable Street; Thence Northwesterly, along the centerline of Sable Street, to extension of Lot line common the Lots 5 and 6, Block 3, of Carter’s Addition to the City; Thence Southwesterly, along said extension, to the Southwesterly line of the Northeasterly 1/2 of said Lot 5; Thence Southeasterly, along said Southwesterly line, to the Northwesterly line of Lot 4, Block 3, Carter’s Addition to the City; Thence Southwesterly, along said Northwesterly line, to the centerline of the alley in said Block 3; Thence Southeasterly, along the centerline of said Alley, to the Southeasterly line of the Northwesterly 48 feet of Lot 10, Block 3, Carter’s Addition to the City; Thence Southwesterly, along said Southeasterly line, to the centerline of Tawas Street; Thence Southerly, along the centerline of Tawas Street, to the centerline of Washington Avenue; Thence Westerly, along the centerline of Washington Avenue, to the extension of the line common to Lots 1 and 2, Block 13, Hitchcock’s First Addition to the City; Thence South, along said common line, to the centerline of Third Avenue; Thence Northeasterly, along the centerline of Third Avenue, to the extension of the line common to Lots 9 and 10, Block 12, Hitchcock’s First Addition to the City; Thence South, along said extension, to the South line of said Lot 9; Thence East, along the South line of Lots 4 through 9, of said Block 12, to a point being 41 feet East of the Southwest corner of said Lot 4; Thence Northeasterly to a point on the East line of said Lot 4, 10.5’ North of the Southeast corner of said Lot 4; Thence North, along said East line, 30 feet; Thence East, parallel to Washington Avenue, 75.3 feet; Thence Southeasterly to the Northwesterly line of Second Avenue, said point being Southwesterly 220 feet more or less from the most Easterly Corner of Lot 1, Block 12; Thence Southeasterly to a point being 3.5 feet Northeasterly of the most Westerly point of Lot 12, Block 8, Hitchcock’s Addition to the City; Thence Southeasterly, parallel to the Southwesterly line of said Lot 12, to the Southeasterly line of Lot 10 through 12, Block 8, Hitchcock’s First Addition to the City; Thence Northeasterly, along said Southeasterly line, to the Northeasterly line of said Lot 10; Thence continuing along the extension of said Southeasterly line, to the Southwesterly line of Lot 24, Block 8, Hitchcock’s First Addition to the City; Thence Southeasterly, along said Southwesterly line, to the centerline of First Avenue; Thence Northeasterly, along the centerline of First Avenue, to the extension of the line common to Lots A and E, Block 7, Hitchcock’s First Addition to the City; Thence Southeasterly, along said common line to the Southeasterly line of First Avenue; Thence continuing along said common line 132 feet; Thence Northeasterly, parallel to State Street, 65 feet; Thence Southeasterly, parallel to the Southwesterly line of Lot A, to the centerline of State Street; Thence Southwesterly, along the centerline of State Street, to the centerline of Prentiss Street; Thence Southeasterly, along the centerline of Prentiss Street to the centerline of Harbor Drive extended; Thence Southwesterly at right angles 183 feet more or less; Thence Southeasterly, at right angles, to the shore of Thunder Bay; Thence Northeasterly, along said shore, to the Southwesterly bank of Thunder Bay River; Thence Northwesterly, along said bank, to the Southeasterly line of Second Avenue; Thence Northeasterly, along said Southeasterly line, to the Northeasterly bank of Thunder Bay River; Thence Southeasterly, along said bank, 578 feet more or less to a line which is at right angle to Fletcher Street and 231.7 feet Southeasterly from the Northwest Corner of Lot 2, Block 81 of the City; Thence

Northeasterly, along said line, to the centerline of Fletcher Street; Thence Northwesterly, along said centerline, to the line common to Lots 6 and 7, Block 82, of the City; Thence Northeasterly, along said common line, to the line common to Lots 10 and 11, Block 82, of the City; Thence continuing, along said common line, to the Northeasterly line of the Southwesterly 1/2 of said Lot 10; Thence Northwesterly, along said Southwesterly line, to the line common to Lots 9 and 10, Block 82, of the City; Thence Northeasterly, along said common line, to the centerline of Oldfield Street; Thence Southeasterly, along said centerline of Oldfield Street, to the line common to Lots 2 and 3, Block 83, of the City; Thence Northeasterly along said common line to the centerline of the alley in said Block 83; Thence Southeasterly, along said centerline of the alley, to the centerline of Ford Avenue; Thence Northeasterly, along said centerline of Ford Avenue to the centerline of Miller Street; Thence Northwesterly, along the centerline of Miller Street, to the Northwesterly line of the Southeasterly 29 feet of the Northeasterly 1/2 of Lot 10, Block 80, Geo. Fletcher's Addition to the City; Thence Southwesterly, along said line, to the Southwesterly line of said Northeasterly 1/2 of said Lot 10; Thence Southeasterly, along said line, 29 feet to the line common to Lots 10 and 11, Block 80, Geo. Fletcher's Addition to the City; Thence Southwesterly, along said common line, to the centerline of the alley in said Block 80; Thence Southeasterly, along the centerline of the alley, to the Northwesterly line of the Southeasterly 21 feet of Lot 2, Block 80, of the City; Thence Southwesterly, along said Northwesterly line, to the centerline of Oldfield Street; Thence Northwesterly, along the centerline of Oldfield Street, to the Line common to Lots 2 and 3, Block 79, of the City; Thence Southwesterly, along said common line, to the centerline of the alley in Block 79; Thence Northwesterly, along the centerline of the alley, to the line common to Lots 8 and 9, Block 79, of the City; Thence Southwesterly, along said common line, to the centerline of Fletcher Street; Thence Northwesterly, along said Fletcher Street centerline, to the line common to Lots 8 and 9, Block 74, of the City; Thence Northeasterly, along said common line, to the centerline of the alley in Block 74; Thence Northwesterly, along the centerline of the alley, to the Northwesterly line of Pine Street; Thence Northeasterly, along said Northwesterly line of Pine Street, to the Southwesterly line of Oldfield Street; Thence Northwesterly, along the Southwesterly line of Oldfield Street, to the Southeasterly line of Cedar Street; Thence Southwesterly, along the Southeasterly line of Cedar Street, 142.5 feet; Thence Northwesterly, parallel to Oldfield Street 724 feet, more or less; Thence Northwesterly, at right angles, 22 feet more or less; Thence Northwesterly, along the Northeasterly line of the former railroad right-of-way, to the Southeasterly line of Ninth Avenue; Thence Southwesterly, along said Southeasterly line of Ninth Avenue, 65 feet, more or less; Thence Southeasterly, along the Southwesterly line of the former railroad right-of-way, 117 feet, to the extension of the Southeasterly line of Walnut Street; Thence Southwesterly, along said extension, to the Northeasterly bank of Thunder Bay River; Thence Southeasterly, along said bank, to the Northwesterly line of Second Avenue; Thence Southwesterly, along the Northwesterly line of Second Avenue, to the Southwesterly bank of Thunder Bay River; Thence Northwesterly, along said bank, to the line common to Lots 12 and 13, Block 8, of the City; Thence Southwesterly, along said common line, to the centerline of River Street; Thence Northwesterly, along the centerline of River Street, to the centerline of Fifth Avenue and to the Point of Beginning.

(prepared by Lewis & Lewis Surveying, Alpena, MI, April 2022)

Proposed 2023 Boundary Expansion

City of Alpena, Alpena County, State of Michigan:

Note – "City" refers to the City of Alpena.

DDA BOUNDARY EXPANSION 8-28-22 (SOUTHSIDE ADDITION)

Note – "City" refers to the City of Alpena.

Beginning at the intersection of the centerline of River Street and the extension of the line common to Lots 12 and 13, Block 8 of the City; Thence Northwesterly along said centerline to the intersection of the centerline of Fifth Avenue; Thence Southwesterly, along the centerline of Fifth Avenue, to the extension of the centerline of the alley in Block 12 of the City; Thence Northwesterly, along the centerline of said Alley through Blocks 12, 14 and 17, to the Northwesterly line of Eighth Avenue;

Thence Southwesterly, along said Northwesterly line, to the Northeasterly line of Lockwood Street; Thence Northwesterly along said Northeasterly line, to the Southeasterly line of Ninth Avenue; Thence Northeasterly, along said Southeasterly line, to the extension of the Alley in Block 24; Thence Northwesterly, along said centerline, to the Northwesterly line of Ninth Avenue; Thence Southwesterly, along said Northwesterly line, to the Northeasterly line of the Southwesterly 1/2 of Lot 11 and 12, Block 24 of the City; Thence Northwesterly, along said Northeasterly line, to the Southeasterly line of Lot 10, Block 24 of the City; Thence Southwesterly, along said Southeasterly line, to the Northeasterly line of Lockwood Street; Thence Northwesterly, along said Northeasterly line, to the Southeasterly line of Tenth Avenue; Thence Northeasterly, along said Southeasterly line, to the extension of the centerline of the Alley in Block 29 of the City; Thence Northwesterly, along said centerline through Blocks 29 and 41, to the Southwesterly line of Lots 1-6, Block 47 of the City; Thence Northwesterly, along said Southwesterly line, to the Northwesterly line of Thirteenth Avenue; Thence Southwesterly, along said Northwesterly line and it's extension, to the Northeasterly Bank of Thunder Bay River; Thence Northwesterly and Northeasterly, along said Bank to Northeasterly line of Lot 3, Block 51 of the City; Thence Southeasterly, along said Northeasterly line, to the Northwesterly line of Fourteenth Avenue; Thence Southwesterly, along said Northwesterly line, to the extension of the centerline of the Alley in Block 49 of the City; Thence Southeasterly, along said centerline, through Blocks 49, 46, 42, 28, and 23, to the centerline of Ninth Avenue; Thence Northeasterly, along said centerline over Thunder Bay River, to the Northeasterly line of the former railroad right-of way; Thence Southeasterly, along said railroad right-of-way, to the Southeasterly line of Ninth Avenue; Thence Southwesterly, along said Southeasterly line, 65 feet, more or less; Thence Southeasterly, along the Southwesterly line of the former railroad right-of-way, 117 feet, to the extension of the Southeasterly line of Walnut Street; Thence Southwesterly, along said extension, to the Northeasterly bank of Thunder Bay River; Thence Northwesterly, along said Bank, to the Southeasterly line of Ninth Avenue; Thence Southwesterly, along said Southeasterly line, across Thunder Bay River to the Southwesterly Bank of said River; Thence Southeasterly, along said Bank including Rotary Island, to the line common to Lot 12 and 13, Block 8 of the City; Thence Southwesterly, along said line and it's extension, to the Point of Beginning;

Except for the following parcels:

520 RIVER ST	093-637-000-294-00
522 RIVER ST	093-637-000-296-00
524 RIVER ST	093-637-000-298-00
526 RIVER ST	093-637-000-300-00
122 N SEVENTH AVE	093-637-000-302-00
112 N SEVENTH AVE	093-637-000-304-00
621 RIVER ST	093-637-000-332-00
625 RIVER ST	093-637-000-334-00
631 RIVER ST	093-637-000-336-00
635 RIVER ST	093-637-000-338-00
208 N EIGHTH AVE	093-637-000-340-00
617 RIVER ST	093-637-000-344-00
121 N SEVENTH AVE	093-637-000-350-00
115 N SEVENTH AVE	093-637-000-352-00
614 RIVER ST	093-637-000-354-00
618 RIVER ST	093-637-000-356-00
622 RIVER ST	093-637-000-358-00
626 RIVER ST	093-637-000-360-00
112 N EIGHTH AVE	093-637-000-362-00
114 N EIGHTH AVE	093-637-000-364-00
111 N SEVENTH AVE	093-637-000-376-00
711 RIVER ST	093-637-000-426-00
713 RIVER ST	093-637-000-428-00
721 RIVER ST	093-637-000-432-00
725 RIVER ST	093-637-000-434-00

729 RIVER ST	093-637-000-436-00
733 RIVER ST	093-637-000-438-00
220 N NINTH AVE	093-637-000-440-00
222 N NINTH AVE	093-637-000-442-00
226 N NINTH AVE	093-637-000-444-00

DDA BOUNDARY EXPANSION 8-28-22 (NORTHSIDE ADDITION)

Note – “City” refers to the City of Alpena.

Beginning at the intersection of the centerline of Miller Street and the extension of the Southeasterly line of Lot 3, Block 85, George N. Fletcher’s 3rd Addition to the City; Thence Northeasterly, along said Southeasterly line, to the centerline of the Alley in said Block 85; Thence Northwesterly, along said centerline, to the Southeasterly line of Lot 8, said Block 85; Thence Northeasterly, along said Southeasterly line, to the centerline of Lake Street; Thence Southeasterly, along said centerline, to the extension of the Northwesterly line of the Southeasterly 49.5 feet of Lot 4, Block 96, George N. Fletcher’s 3rd Addition to the City; Thence Northeasterly, along said Northwesterly line, to the Southwesterly line of the Northeasterly 56.5 feet of said Lot 4; Thence Southeasterly, along said Southwesterly line, to the Southeasterly line of said Lot 4; Thence Northeasterly, along said Southeasterly line of said Lot 4 and the Southeasterly line of lot 9, Block 96, to the Southeasterly line of Lot 4, Block 2, Wade’s Addition to the City; Thence Northeasterly, along said Lot 4, to the Southeasterly line of Lot 9, Block 2, of Wade’s Addition; Thence Northeasterly, along said Southeasterly line, to the Southwesterly line of Clark Street; Thence Northwesterly, along said Southwesterly line, to the centerline of Second Avenue; Thence Southwesterly, along said centerline, to the extension of the Southwesterly 55 feet of Lot 1 and 2, Block 89, George N. Fletcher’s 3rd Addition to the City; Thence Northwesterly, along said line, 99 feet; Thence Northeasterly 1 foot; Thence Northwesterly 66 feet to the Northwesterly line of said Lot 2; Thence Southwesterly, along said Northwesterly line, to the Northwesterly line of Lot 11, Block 86, George N. Fletcher’s 3rd Addition to the City; Thence Southwesterly, along said Northwesterly line, to the centerline of the Alley in said Block 89; Thence Southeasterly, along said centerline, to the extension of the Southeasterly line of the Southeasterly 1/2 of Lot 2, Block 86, George N. Fletcher’s Addition to the City; Thence Southwesterly, along said Southeasterly line, to the centerline of Miller Street; Thence Southeasterly, along said centerline, to the Point of Beginning.

(prepared by Lewis & Lewis Surveying, Alpena, MI, August 2022)

5. The Location, Extent, Character, and Estimated Cost of Improvements, including Rehabilitation for the Development Area and an Estimate of Time Required for Completion.

Projects proposed for implementation in the development area delineate various public improvements confined to the public right of way. Cost estimates listed in Table 1 are estimated costs and will be refined as design plans are completed for individual projects. Funding for the public improvement is proposed from various sources, including tax increment revenues, Federal and State authorities, and other additional sources depending on the scope and location of the project.

Table 1 – Downtown Development Authority Projects and Programs

	Forecasted Cost (30-Year)	Activity Timeframe
ORGANIZATIONAL STRATEGIES		
By-Law Review	--	Annual Allocation
Annual Strategic Planning Session	\$ 7,500	Annual Allocation
DESIGN and PHYSICAL IMPROVEMENT STRATEGIES		
Façade / Sign Grant	\$ 750,000	30-Year Allocation
Wayfinding / Signage System	\$ 125,000	Mid-Term
Parking Lot Improvements	\$ 500,000	As needed
Parking Structure	\$ 5,500,000	Long-Term
Riverfront Park Improvements	\$ 275,000	With CIP
EV Charging Stations	\$ 70,000	Near-Term
Renovate Culligan Plaza	\$ 75,000	Near-Term
Public Art	\$ 300,000	30-Year Allocation
Gateway Improvements	\$ 850,000	Mid-Term
Enhanced Pedestrian Crosswalks	\$ 300,000	Long-Term
Connecting Downtown to Marina	\$ 450,000	Long-Term
Alley Improvements	\$ 250,000	Mid-Term
Greenspace Improvements	\$ 100,000	Annual Allocation
ECONOMIC DEVELOPMENT STRATEGIES		
Business Retention	\$ 35,000	Annual Allocation
Business Recruitment	\$ 25,000	Annual Allocation
Upper-Story Housing Development	\$ 150,000	As Needed
Building and Land Acquisition	\$ 1,000,000	As Needed
MARKETING and PROMOTIONS STRATEGIES		
Sustainable Tourism	\$ 35,000	Near-Term
Web Site	\$ 45,000	30-Year Allocation
Banners and Seasonal Decorations	\$ 135,000	30-Year Allocation
Event and Promotions	\$ 350,000	30-Year Allocation
LOCAL GOVERNMENT STRATEGIES		
Two-Way Streets	\$ 95,000	Long-Term
Downtown Parking Plan	\$ 45,000	Near-Term
Blight Enforcement	\$ 150,000	30-Year Allocation
National Register of Historic Places	\$ 15,000	Near-Term
	\$ 11,632,500	
Near-Term 1 to 5 Years		
Mid-Term 6 to 10 Years		
Long-Term 11 or more years		

Note: The scope and cost of the project may vary depending on the final design of each component. Project descriptions reflect the overall scope of the projects envisioned by the Alpena DDA. The DDA recognizes that market forces, private investment, future public-private partnerships, and legislative amendments may result in changes to the final design, cost, and prioritization of the projects consistent with overall concepts embodied in this Development Plan and Tax Increment Financing Plan.

Development Plan Project and Program Descriptions

Organizational Strategies

By-Law Review

The DDA By-Laws should be reviewed annually for sections that may be outdated so that necessary amendments can be recommended and approved by the DDA.

Annual Strategic Planning Session

The DDA Board should schedule an Annual Strategic Planning Session to review the Master Plan and update it if necessary.

Design and Physical Improvement Strategies

Design and Physical Improvement Strategies must be vital to your revitalization program to increase the physical appeal to business owners, investors, and potential customers. The Alpena DDA Design Committee has been very active in many aspects of the district's physical improvements, including landscaping, Christmas decorations, lighting, and other physical improvements. In addition to these activities, the Committee may also consider the following:

Facade/Sign Grant Program

Incentive programs should be considered for businesses and building owners to improve and maintain the district's building facades and signs. Grant or loan programs can be developed to accomplish this task.

Wayfinding / Signage System

One of the recommendations noted in this plan is to develop a 'Wayfinding System' in the Downtown district. The Design Committee should oversee the development of this project and make recommendations to the DDA Board.

Parking Lot Improvements

Allocate funds to maintain, improve, and reconstruct the District's City/DDA parking facilities.

Parking Structure

Investigate the feasibility and possible implementation of a parking structure in the core downtown area. This project would involve a parking feasibility study, public finance options and strategies, and the design/implementation of a structure. The structure's design should allow its future conversion to a mixed-use building with upper-story residential units.

Riverfront Park Improvements

Continuation of improvements to the Riverfront Park network on either side of the Thunder Bay River.

EV Charging Stations

Provide throughout the downtown on both on-street and off-street parking locations electric vehicle (EV) charging stations.

Renovate Culligan Plaza

Collaborate with local partners on improvements to Culligan Plaza.

Public Art

Collaborate with local art and cultural organizations on the placement of public art within the downtown district. DDA assistance can vary from technical assistance to funding.

Gateway Improvements

Utilizing signage, landscaping, and lighting creates appropriate welcome entries into the downtown district along the US-23 corridor.

Enhanced Pedestrian Crosswalks

Create a consistent pedestrian crosswalk design that provides enhanced safety. Curb extensions and median refuge islands are countermeasures that reduce crossing distances. HAWK Beacons and Rectangular Rapid Flashing Beacons (RRFBs) are relatively new technologies with promising initial research. HAWK beacons and RRFBs have reduced pedestrian-vehicular crashes. Other enhanced pedestrian crossings include elevated (slightly higher than the road surface grade) pedestrian crosswalks and tabletop intersections.

Connecting the Downtown to the Marina

Alpena is a Great Lakes waterfront community, and a defined access point should connect the marina with the downtown. Like the US-23 gateways, there should be a marina gateway to the downtown, directing transient boat users to the downtown shopping and entertainment district.

Alley Improvements

Renovate alleys to make them more pedestrian-friendly and provide opportunities for building access when the property owner desires. These improvements often include stamped asphalt, overhead lighting, and artwork.

Greenspace Improvements

This general category for funds would replace or add street trees, add flowers and landscaping, create gardens, and enhance open space areas within the downtowns.

Streetscape Improvements and Maintenance

Refurbishment, maintenance, and continuation of streetscape elements within the District.

Economic Development Strategies

An Economic Development strategy aims to strengthen the business district's existing economic assets while diversifying the economic base. Activities include analysis of current markets, retaining and expanding existing businesses, recruiting new businesses to create a balanced mix, converting vacant and under-utilized spaces to productive properties, and creating attractive public/private financing mechanisms to encourage development.

Business Retention

Business retention starts with thoroughly knowing every business so that you can assess the district's needs and, in turn, be proactive in meeting those needs. Business retention can be as simple as maintaining a safe, clean, and well-maintained environment or can become a full-blown program of financial assistance, workshops and seminars, and marketing/promotion efforts provided by the DDA Board.

Business Recruitment

Business recruitment strategies are essential to the success of a comprehensive revitalization plan. One of the most effective recruitment tools a downtown district can have is an effective program to assist existing businesses in remaining downtown or expanding their businesses within the downtown. Through this process, you will strengthen your businesses, and they, in turn, will become your most excellent recruitment tool. Once your business retention program is solidly underway, you should prepare for a comprehensive business recruitment strategy.

Upper-Story Housing Development

Opportunity exists for upper-story housing development in Downtown Alpena. Financial assistance and incentive programs must be created to encourage this type of development. In addition, local ordinances may have to be amended to allow for these uses within the context of a commercial district.

Building and Land Acquisition

From time to time, the Downtown Development Authority may need to acquire land or buildings to facilitate public improvements or private investment in the development area.

Marketing & Promotion Strategies

Raising the level of awareness of the downtown district is critical to the success of the businesses and the district as a whole. Creating an overall marketing and promotions program directed at your target markets will help increase awareness and bring new customers to the region.

Sustainable Tourism

Prepare a sustainable tourism strategy. Sustainable tourism is a concept that covers the complete tourism experience, including concern for economic, social, and environmental issues, as well as attention to improving tourists' experiences and addressing the needs of host communities.

Web Site

Place a summary of market demographics and profiles on the DDA website, trade area information, downtown wayfinding and parking lot map, and information on existing businesses. Where possible, link existing business websites to increase market exposure and penetration. Lastly, make the market study available as a downloadable "PDF" file.

Banners and Seasonal Decorations

Continuation of funding for seasonal decorations and street banner program.

Events & Promotions

Events and promotions in the downtown provide opportunities for local residents and serve as a magnet to draw tourists into the district. The DDA can either serve as the host organization for promotions and events or serve as a funding partner with other organizations.

Local Government Strategies

Two-Way Streets

Reconfigure local streets for two-way traffic with maximum on-street parking to improve access to businesses and links to the waterfront, reduce vehicular speeds, and improve pedestrian circulation.

Downtown Parking Plan

A downtown parking plan should be considered to maximize on-street and off-street parking. Such a study should include a database of floor space and building uses, quantifying actual parking demand (i.e., the behavior of all those who use downtown parking facilities), and applying downtown parking demands onto future build-out projections. Further, the study would indicate the best location for new parking lots, the conversion of underutilized parking lots to potential in-fill developments, and assess the effectiveness of local parking standards.

Blight Enforcement

Coordinate with the City to address blight issues within the district. DDA involvement may include funding assistance, inventory and identification of blight issues, and remediation.

National Register of Historic Places

Commercial and other income properties can apply for a 20% historic investment tax credit (HITC) for renovation costs associated with properties on the National Register. The core downtown area has numerous eligible historic buildings that would qualify for the program. The first step in the process is to have the buildings inventoried within a designated district, referred to as a Multiple Resource Nomination. This is done by a historic preservation consultant pre-qualified by the Michigan State Historic Preservation Office (SHPO). In addition to the federal HITC, the State of Michigan offers a 5% HITC, which can be used with the federal HITC or separately.

6. A Statement of the Construction or Stages of Construction Planned and the Estimated Time of Completion.

The schedule for construction of the public improvement program for projects enumerated in the Development Plan would occur over the next forty (40) years. It would be contingent on the availability of other funding sources to leverage forecasted tax increment revenues. Improvements proposed in the amended plan are considered public-private initiatives and involve close coordination with the City of Alpena, state and federal agencies, and private developers.

7. Parts of the Development Area to be Left as Open Space and Contemplated Use.

Concerning the public improvements outlined, open space within that portion of the Development Area covered by the Development Plan will be confined to rights-of-way, pedestrian walks along streetscapes, and water-related recreation activities along the Thunder Bay River and Lake Huron.

8. Portions of the Development Area which the Authority Desires to Sell, Donate, Exchange, or Lease to or From the Municipality and the Proposed Terms.

Currently, the Downtown Development Authority owns no properties it desires to sell, donate, exchange, or lease to or from the City of Alpena.

9. Desired Zoning Changes and Changes in Streets, Street Levels, Intersections and Utilities.

There are no zoning changes affecting land use changes, needed to encourage or accommodate the level of redevelopment and development envisioned by this Development Plan. However, modifications to the zoning ordinance suggested in the Downtown Strategic Plan will influence the scope and extent of the redevelopment and revitalization efforts outlined in the Downtown Strategic Plan and enumerated in this Development Plan.

10. An Estimate of the Cost of the Development, Proposed Method of Financing, and Ability of the Authority to Arrange the Financing.

Financing for the public improvement projects outlined in Section 6 would be provided through funds generated by the Tax Increment Financing Plan induced by annual increases in property valuations from natural growth and new construction within the Development Area. Further, the Downtown Development Authority may request the City to sponsor a revenue bond or provide subordinate loan collateral using the proceeds of the tax increments as debt service payment to finance the improvements. In addition, funds may be sought for Community Development Block Grant (CDBG) program funds, monies through the Michigan Economic Development Corporation ("MEDC"), and, any other funding programs that the Authority and City of Alpena deem beneficial.

11. Designation of Person or Persons, Natural or Corporate, to whom all or a portion of the Development is to be Leased, Sold, or Conveyed in any manner and for whose benefit the Project is being undertaken if that information is available to the Authority.

The public improvements undertaken in the Development Plan will remain in public ownership for the public benefit. Although components of the projects outlined (i.e. lighting and landscaping) benefit adjacent commercial property owners, they are public assets to be managed by the municipality.

12. The Procedures for Bidding for the Leasing, Purchasing, or Conveying of all or a portion of the Development upon its completion, if there is no expressed or implied Agreement between the Authority and Persons, Natural or Corporate, that all or a portion of the Development will be Leased, Sold, or Conveyed to those Persons.

Currently, there are no agreements for property conveyance between the City of Alpena, Alpena Downtown Development Authority, or any person(s), natural or corporate, for properties within that portion of the Development Area covered by the Development Plan. All land acquisitions, if any, would be done by mutual agreement between the seller and Authority as property becomes available. Any such sale, lease, or exchange shall be conducted by the Downtown Development Authority under requirements specified in Act 57 of 2018, as amended, with the consent of the City of Alpena. More detailed procedures will be developed if needed before the transactions are executed, according to applicable City policy and Michigan state law.

13. Estimates of the Number of Persons residing in the Development Area and the Number of Families and Individuals to be Displaced.

Based on a review of the properties within the Downtown Development Authority District and Development Area, it is estimated that less than 100 individuals reside within the Development Area. This estimate was based on a physical inventory of dwelling units, which indicated less than 25 residential units in the DDA Development Area. As a result, the City of Alpena will not need to establish an Area Development Citizens Council under Section 221 (MCL 125.4221) of Act No. 57 of 2018, as amended.

The Development Plan does not require the acquisition and clearance of occupied residential property or the displacement of individuals and families within that portion of the Development Area covered by the Development Plan.

14. A Plan for Establishing Priority for the Relocation of Persons Displaced by the Development in any New Housing in the Development Area.

There is no plan to condemn property in conjunction with the Development Plan. As a result, this section is inapplicable.

15. Provision for the Costs of Relocating Persons Displaced by the Development, and Financial Assistance and Reimbursement of Expenses, including Litigation expenses and expenses incident to the Transfer of Title in accordance with the Standards and Provisions of the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970.

There is no plan to condemn property in conjunction with the Development Plan. As a result, this section is inapplicable.

16. A Plan for compliance with the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and Act 227 of the Public Acts of 1972.

There is no plan to condemn property in conjunction with the Development Plan. As a result, this section is inapplicable.

TAX INCREMENT FINANCING PLAN

1. Definitions as Used in This Plan.

- a. "Captured Taxable Value" (the "CTV") means the amount in any one (1) year by which the current taxable value, including the taxable value of property for which specific local taxes are paid instead of property taxes as determined, exceeds the initial taxable value.
- b. "Initial Taxable Value" (the "ITV") means the taxable value, as equalized, of all the taxable property within the boundaries of the development area at the time the ordinance establishing the tax increment financing plan is approved as shown by the most recent assessment roll of the municipality for which the equalization has been completed at the time the resolution is adopted. Property exempt from taxation at the time of the determination of the initial taxable value shall be included as zero. To determine initial taxable value, property for which a specific local tax is paid instead of a property tax shall not be considered to be property that is exempt from taxation. The initial taxable value of property for which a specific local tax was paid instead of a property tax shall be determined as provided in subdivision (c.) below.
- c. "Specific Local Taxes" means a tax levied under 1974 PA 198, MCL 207.551 to 207.572, the commercial redevelopment act, 1978 PA 255, MCL 207.651 to 207.668, the technology park development act, 1984 PA 385, MCL 207.701 to 207.718, and 1953 PA 189, MCL 211.181 to 211.182. The initial assessed value or current assessed value of property subject to a specific local tax shall be the quotient of the specific local tax paid divided by the ad valorem millage rate. However, after 1993, the state tax commission shall prescribe the method for calculating the initial assessed value and current assessed value of property for which a specific local tax was paid in lieu of a property tax.
- d. "Tax Increment Revenues" means the amount of ad valorem property taxes and specific local taxes attributable to the application of the levy of all taxing jurisdictions upon the capture taxable value of real and personal property in the development area subject to the requirement specified in Act No. 57 of 2018, as amended.

2. Purpose of the Tax Increment Financing Plan

The City of Alpena Downtown Development Authority District was established pursuant to the ordinance because the city experienced notable property value deterioration in various locations throughout the community. To halt property tax value deterioration, increase property tax valuations, and facilitate the overall economic growth of its business district, it is deemed to be beneficial and necessary to create and provide for the operation of a Downtown Development Authority in the City under the provisions of Act 57 of 2018, as amended (the "Act").

The "Downtown Development Authority Act," authorizes the Authority to prepare a Tax Increment Financing Plan (the "Plan"), which includes the Development Plan, a detailed explanation of the tax increment procedure, the maximum amount of bonded indebtedness to be incurred or reimbursed, duration of the program, the impact of tax increment financing on the taxable values of all taxing jurisdictions in which the development area is located, and a statement of the portion of the captured taxable value to be used by the Authority. The benefit of using tax increment financing as a method to finance district improvements is that all local government units levying taxes within the City of Alpena contribute to revitalizing the business district. Before legislative authorization of tax increment financing only the municipality provided tax revenues for revitalization activities while the other taxing authorities shared in the benefits of the revitalization efforts. The City of Alpena deems it to be in the best interest of the City and the Downtown Development District to amend and restate the adopted 2004 Development Plan and Tax Increment Financing Plan for this area and institute a Tax Increment Financing Plan for the Downtown Development District.

3. Explanation of the Tax Increment Procedure

The theory of tax increment financing holds that investment in necessary capital improvements in a designated area within a municipality will result in more significant property tax revenues from that area than would otherwise occur if no special development were undertaken. This section is intended to explain the tax increment procedure.

- a. To provide a Downtown Development Authority with the means of financing development proposals, the Act allows undertaking tax increment financing of development programs. These programs must be identified in a tax increment financing plan, which has been approved by the governing body of a municipality. Tax increment financing permits the Authority to capture incremental tax revenues attributable to increases in the value of real and personal property located within an approved development area. The increases in property value may be attributable to new construction, rehabilitation, remodeling, alterations, additions, or any other factors that cause growth in value.
- b. At the time the resolution or ordinance establishing a tax increment financing plan is adopted, the sum of the most recently taxable values, as equalized, of those taxable properties located within the development area is established as the "Initial Taxable Value" (the "ITV"). Property exempt from taxation at the time of determination of the Initial Taxable value is included as zero. Each subsequent year, the total real and personal property within the district, including abated property on separate rolls, is established as the "Current Taxable value."
- c. The amount by which the total taxable value exceeds the ITV is the Captured Taxable Value (the "CTV"). When a tax increment financing plan is in effect, local taxing jurisdictions continue to receive ad valorem taxes based on the ITV. Property taxes paid on a predetermined portion of the CTV in years subsequent to the adoption of the tax increment financing plan, however, are payable to an authority for the purposes established in the plan.

4. Taxing Jurisdiction Agreements.

Tax increment revenues for the Downtown Development Authority ("DDA") result from applying the general tax rates of the incorporated municipalities and all other political subdivisions, which levy taxes in the development area to the captured taxable value. Since the Plan may provide for the use of all or part of the captured tax increment revenue, the DDA may enter into agreements with any of the taxing units to share a portion of the revenue of the District. Because the DDA had no obligated expenditures before the change in Michigan property tax law, the DDA's capture of school district millage will not be allowed in the future.

The Authority intends to utilize all captured revenue from the District, as referenced in Table 4, until the projects addressed in the Development Plan are completed and until any bonded indebtedness is paid, whichever is the later occurrence.

The Alpena DDA has an agreement with the County of Alpena to contribute to the Alpena DDA instead of the revenue capture associated with the 2023 boundary expansion. Instead of the tax increment revenue for the 2023 boundary expansion, the County of Alpena will contribute \$129,166 in years 1 and 2 of the plan and then an additional \$4,166 per year until the expiration of this plan.

5. Property Valuations and Captured Revenue.

The property valuation on which tax increment revenues will be captured is the difference between the Initial Assessed Valuation and the Current Assessed Valuation. The purpose of this section is to set forth the Initial Assessed Valuation, the projected Captured Assessed Valuation, and the anticipated increment revenues to be received by the Authority from the local taxing jurisdictions, including the City of Alpena and Alpena County, and any other authorities or special tax districts that may be eligible to levy property taxes within the boundaries of the Downtown Development Authority, herein collectively referred to as the "Local Taxing Jurisdictions."

- a. The Initial Assessed Valuation is established based on the 1981 state equalized valuations on real property and on all non-exempt parcels within that portion of the Development Area as of December 31, 1980. The Initial Assessed Valuation of the Authority is set forth below.

Table 2
Base Taxable Real Property Valuations

<i>Current Districts</i>				<i>Proposed District</i>
1980 District	1985 District	1988 District	2004 District	2023 District
\$6,846,100	\$242,000	\$630,500	\$497,400	\$6,964,212

- b. The anticipated Captured Taxable value is equivalent to the annual total taxable value within the Development Area boundaries less the Initial Taxable value described above. The tax increment revenues are then the product of all millages levied by all taxing units in the Development Area on the CTV. The CTV is projected based on several factors including historical growth patterns, recent construction trends, economic indicators, and the impact of certain development projects anticipated to be undertaken by the Downtown Development Authority. For projection purposes, the annual growth rate for the remainder of the forecast (2022 - 2051) is factored at one and one-half percent (1.50%) for real property. A more detailed depiction of the Captured Taxable Valuations and Revenues can be found in Table 3 and Table 4.
- c. The Authority will receive that portion of the tax levy of all taxing jurisdictions paid each year on the Captured Taxable Value of the eligible property included in the Development Area. The Authority may use the revenues for any legal purpose established under the Act, including the payment of principal and interest on bonds.

The Treasurer will collect the general property taxes from property owners in the development area district. After taxes are collected, the Treasurer will deduct that portion of the total tax revenues derived from captured taxable value within the development area and distribute them to the DDA for purposes outlined in the development plan. A review of the 2021 millage rates for all Local Taxing Jurisdictions in the development area is set forth in Table 5.

Table 3
Anticipated Captured Taxable Valuation
(Based on 12/31/2022 valuations)

		1981	1985	1988	2004	2023	Capture
Base							
<i>Note 1</i>	12/31/2022	\$ 4,355,199	\$ 81,199	\$ 926,882	\$ 1,158,765		
1	12/31/2023	\$ 4,915,264	\$ 97,359	\$ 1,004,751	\$ 1,241,573	\$ 348,211	\$ 7,607,158
2	12/31/2024	\$ 5,385,719	\$ 110,933	\$ 1,070,161	\$ 1,311,132	\$ 640,708	\$ 8,518,653
3	12/31/2025	\$ 5,569,196	\$ 116,227	\$ 1,095,671	\$ 1,338,260	\$ 754,781	\$ 8,874,136
4	12/31/2026	\$ 5,755,425	\$ 121,601	\$ 1,121,564	\$ 1,365,795	\$ 870,566	\$ 9,234,951
5	12/31/2027	\$ 5,944,448	\$ 127,055	\$ 1,147,845	\$ 1,393,743	\$ 988,088	\$ 9,601,178
6	12/31/2028	\$ 6,136,306	\$ 132,591	\$ 1,174,520	\$ 1,422,110	\$ 1,107,372	\$ 9,972,899
7	12/31/2029	\$ 6,331,042	\$ 138,209	\$ 1,201,595	\$ 1,450,903	\$ 1,228,446	\$ 10,350,196
8	12/31/2030	\$ 6,528,700	\$ 143,913	\$ 1,229,076	\$ 1,480,127	\$ 1,351,336	\$ 10,733,152
9	12/31/2031	\$ 6,729,322	\$ 149,701	\$ 1,256,970	\$ 1,509,790	\$ 1,476,069	\$ 11,121,852
10	12/31/2032	\$ 6,932,953	\$ 155,577	\$ 1,285,282	\$ 1,539,898	\$ 1,602,673	\$ 11,516,383
11	12/31/2033	\$ 7,139,639	\$ 161,540	\$ 1,314,019	\$ 1,570,458	\$ 1,731,177	\$ 11,916,832
12	12/31/2034	\$ 7,349,425	\$ 167,594	\$ 1,343,187	\$ 1,601,475	\$ 1,861,608	\$ 12,323,288
13	12/31/2035	\$ 7,562,358	\$ 173,737	\$ 1,372,792	\$ 1,632,959	\$ 1,993,995	\$ 12,735,840
14	12/31/2036	\$ 7,778,484	\$ 179,973	\$ 1,402,841	\$ 1,664,914	\$ 2,128,368	\$ 13,154,581
15	12/31/2037	\$ 7,997,853	\$ 186,303	\$ 1,433,341	\$ 1,697,349	\$ 2,264,757	\$ 13,579,603
16	12/31/2038	\$ 8,220,513	\$ 192,728	\$ 1,464,299	\$ 1,730,270	\$ 2,403,191	\$ 14,011,000
17	12/31/2039	\$ 8,446,512	\$ 199,249	\$ 1,495,721	\$ 1,763,685	\$ 2,543,702	\$ 14,448,869
18	12/31/2040	\$ 8,675,901	\$ 205,867	\$ 1,527,614	\$ 1,797,601	\$ 2,686,321	\$ 14,893,305
19	12/31/2041	\$ 8,908,731	\$ 212,585	\$ 1,559,986	\$ 1,832,026	\$ 2,831,079	\$ 15,344,407
20	12/31/2042	\$ 9,145,053	\$ 219,404	\$ 1,592,843	\$ 1,866,968	\$ 2,978,008	\$ 15,802,277
21	12/31/2043	\$ 9,384,921	\$ 226,325	\$ 1,626,194	\$ 1,902,433	\$ 3,127,142	\$ 16,267,014
22	12/31/2044	\$ 9,628,386	\$ 233,350	\$ 1,660,044	\$ 1,938,431	\$ 3,278,512	\$ 16,738,722
23	12/31/2045	\$ 9,875,503	\$ 240,480	\$ 1,694,402	\$ 1,974,968	\$ 3,432,153	\$ 17,217,507
24	12/31/2046	\$ 10,126,327	\$ 247,717	\$ 1,729,276	\$ 2,012,054	\$ 3,588,098	\$ 17,703,472
25	12/31/2047	\$ 10,380,914	\$ 255,063	\$ 1,764,672	\$ 2,049,695	\$ 3,746,383	\$ 18,196,728
26	12/31/2048	\$ 10,639,319	\$ 262,519	\$ 1,800,600	\$ 2,087,902	\$ 3,907,042	\$ 18,697,382
27	12/31/2049	\$ 10,901,600	\$ 270,087	\$ 1,837,066	\$ 2,126,681	\$ 4,070,111	\$ 19,205,546
28	12/31/2050	\$ 11,167,816	\$ 277,768	\$ 1,874,080	\$ 2,166,043	\$ 4,235,625	\$ 19,721,332
29	12/31/2051	\$ 11,438,024	\$ 285,565	\$ 1,911,649	\$ 2,205,994	\$ 4,403,623	\$ 20,244,855
30	12/31/2052	\$ 11,712,286	\$ 293,478	\$ 1,949,781	\$ 2,246,545	\$ 4,574,141	\$ 20,776,231

Note 1: *(Based on 12/31/2022 valuations)*

Table 4

Anticipated Captured Revenue

			Total	Accum
		Capture	Revenue	Revenue
Base				
	12/31/2022			
1	12/31/2023	\$ 7,607,158	\$ 347,583	\$ 347,583
2	12/31/2024	\$ 8,518,653	\$ 371,360	\$ 718,942
3	12/31/2025	\$ 8,874,136	\$ 255,633	\$ 974,575
4	12/31/2026	\$ 9,234,951	\$ 265,045	\$ 1,239,619
5	12/31/2027	\$ 9,601,178	\$ 274,598	\$ 1,514,217
6	12/31/2028	\$ 9,972,899	\$ 284,294	\$ 1,798,511
7	12/31/2029	\$ 10,350,196	\$ 294,136	\$ 2,092,648
8	12/31/2030	\$ 10,733,152	\$ 304,126	\$ 2,396,774
9	12/31/2031	\$ 11,121,852	\$ 314,265	\$ 2,711,039
10	12/31/2032	\$ 11,516,383	\$ 324,557	\$ 3,035,596
11	12/31/2033	\$ 11,916,832	\$ 335,003	\$ 3,370,598
12	12/31/2034	\$ 12,323,288	\$ 345,605	\$ 3,716,204
13	12/31/2035	\$ 12,735,840	\$ 356,367	\$ 4,072,571
14	12/31/2036	\$ 13,154,581	\$ 367,290	\$ 4,439,861
15	12/31/2037	\$ 13,579,603	\$ 378,377	\$ 4,818,238
16	12/31/2038	\$ 14,011,000	\$ 389,630	\$ 5,207,868
17	12/31/2039	\$ 14,448,869	\$ 401,052	\$ 5,608,920
18	12/31/2040	\$ 14,893,305	\$ 412,645	\$ 6,021,565
19	12/31/2041	\$ 15,344,407	\$ 424,413	\$ 6,445,978
20	12/31/2042	\$ 15,802,277	\$ 436,356	\$ 6,882,334
21	12/31/2043	\$ 16,267,014	\$ 448,479	\$ 7,330,814
22	12/31/2044	\$ 16,738,722	\$ 460,784	\$ 7,791,598
23	12/31/2045	\$ 17,217,507	\$ 473,273	\$ 8,264,871
24	12/31/2046	\$ 17,703,472	\$ 485,950	\$ 8,750,821
25	12/31/2047	\$ 18,196,728	\$ 498,817	\$ 9,249,638
26	12/31/2048	\$ 18,697,382	\$ 511,877	\$ 9,761,514
27	12/31/2049	\$ 19,205,546	\$ 525,132	\$ 10,286,647
28	12/31/2050	\$ 19,721,332	\$ 538,587	\$ 10,825,234
29	12/31/2051	\$ 20,244,855	\$ 552,243	\$ 11,377,477
30	12/31/2052	\$ 20,776,231	\$ 566,104	\$ 11,943,581

6. Maximum Indebtedness.

The maximum amount of indebtedness to be incurred by the DDA will be limited to only those projects and programs identified in the Development Plan and limited by the annual revenues available to the Downtown Development Authority for bond interest and principal payments. This amount may vary depending on the Development Area District's size, the development and redevelopment's type and intensity, and the balance of indebtedness owed by the DDA on previous bond issues or loans. A description of the various projects and the actual amounts expected to be financed are set forth in Sections 5 and 6 of the Development Plan. Revenues captured will be used to accomplish projects in the Development Area.

Table 5
Anticipated Millage To Be Captured

1981, 1985, 1988, and 2004 Districts			2023 District
County			<i>Covered under County Agreement with the DDA</i>
Operating	4.7936		
Ambulance	1.4979		
Jail	0.9986		
OPF#1	0.5386		
OPF#2	0.0105		
Veterans	0.2097		
Recreation	0.4993		
Library			Opt-out
Library	0.9985		
ACCollege			
Operating	2.4957		2.4957
City			
Operating	16.1066		16.1066
Extra Voted	1.0000		1.0000
Total Millage Captured		29.1490	19.6023

7. Use of Captured Tax Increment Revenues

Revenues captured through this Tax Increment Plan will be used to finance those improvements and projects outlined in Table 1 of the Development Plan following procedures specified in this Plan. Further, captured revenues can be used to finance the current financial obligations of the DDA, to pay for costs incurred by the City/DDA in implementing both the Development Plan and the Tax Increment Financing Plan, costs incurred by the City/DDA in implementing the Downtown Strategy Plan (2017), marketing and promotions costs, and to pay for expenses associated with the administration and operation of the Development and Tax Increment Plan.

8. Duration of the Program

The 2023 Amended and Restated Development Plan and Tax Increment Financing Plan shall extend the Tax Increment Financing Plan until such time that all projects and programs identified in the Development Plan have been implemented.

9. Plan Impact on Local Taxing Jurisdictions

The Authority recognizes that future development and continued enhancements in the DDA business area will not be likely without tax increment financing. The Authority also recognizes that enhancing the value of nearby property will indirectly benefit all local governmental units included in this plan. It is expected that the affected local taxing jurisdictions will experience a gain in property tax revenues from improvements made in the Development Area during the plan's duration and should realize increased property tax revenues after that because of activities financed by the plan. Such future benefits cannot be accurately quantified at this time. However, based on the tax increment revenue forecast, the taxing jurisdictions would contribute the following over the thirty-year forecast period:

Table 6
Impact on Local Taxing Jurisdictions

		Revenue Capture Over 30-Years				
Alpena County						
	County	\$ 2,044,860	<i>Includes Agreement Amount</i>			
	Ambulance	\$ 521,803				
	Jail	\$ 347,868				
	OPF#1	\$ 187,625				
	OPF#2	\$ 3,658				
	Veterans	\$ 73,050				
	Recreation	\$ 173,934				
Alpena County Library						
	Operating	\$ 419,879				
Alpena County College						
	Operating	\$ 1,049,465				
City of Alpena						
	Operating	\$ 6,772,976				
	Extra Voted	\$ 420,509				
		\$ 12,015,626				

10. Release of Captured Revenues After Completion of Plan

When the Development and Financing Plans have been accomplished, the captured revenue is released, and the local taxing jurisdictions receive all the taxes levied on it from that point on.

11. Assumptions of Tax Increment Financing Plan.

The following assumptions were considered in the formulation of the Tax Increment Financing Plan:

- A. Real Property valuations are based on the 2003 actual State Taxable Value (S.T.V.) and reflect an increase of 1.50% each year after that. These increases are net of any additions or subtractions due to new construction, property acquisition, relocation, or other factors, based on an analysis of equalized valuations since 1981, as provided by the City of Alpena.
- B. Costs provided for the various development projects enumerated in Table 1 are estimated costs in 2023 dollars. Final costs are determined after the Authority authorizes the final designs.

12. Operating Agreement Between Downtown Development Authority and Local Unit of Government Regarding Use of Tax Increment Revenues.

The Downtown Development Authority will only spend funds within those annually approved through the budget process and shall only commit to loans, leases, or purchases with sufficient evidence of an adequate revenue source to support the proposal.

13. Relationship of the Tax Increment Financing Plan with Other Funding Programs.

As discussed in the Development Plan, revitalizing the downtown business district will include tax increment financing and other forms of intergovernmental and private funding such as grants, special assessments, and loans. Tax increment financing revenues are strongly recommended to leverage other funds to implement the planned program.

14. Relationship to Community Master Plan

The Development Plan indicates the need to revitalize the business areas of the community, which is an integral component of the community's redevelopment program and master plan.

If it is determined that any portions of the Downtown Development Plan conflict with the provisions of the Community Master Plan, then the Development Plan shall be adopted as a component of the Master Plan under Act 33 of 2008, the Municipal Planning Enabling Act.

15. Submission of an Annual Report to the Governing Body and State Tax Commission.

Annually, the Authority shall submit to the City of Alpena and the State Tax Commission a report on the status of the tax increment financing account. The information shall include those items enumerated in Part 9, Reporting Requirements, Act 57 of 2018 (MCL 125.4911). Further, the report shall be published in a newspaper of general circulation.

City of Alpena Downtown Development Authority
Tax Increment Forecast with 2023 Boundary Expansion

09.15.2023

Memorandum



TO: Mayor Waligora, City Council Members

CC: City Manager Smolinski, Clerk/Treasurer/FD Soik

FROM: Chief Rob Edmonds

SUBJECT: Echo Agreement

DATE: September 27, 2023

In July 2013 the City of Alpena entered into an intergovernmental agreement to provide ALS Echo coverage to the four townships of Green, Maple Ridge, Long Rapids, and Wilson due to staffing concerns relative to adequate daytime coverage for EMS responses by their volunteers.

Discussions with the local volunteer fire department chiefs earlier this year prompted the proposed new contract for services and a presentation to their respective board representatives for review and approval. All of which agreed to new terms and rates going forward into the next three years.

The proposed changes are as follows;

General Terms

Section 2-Mutual aid acknowledgement.

Section 3-no increase for 2023, 3% increase for each 2024 and 2025.

Section 7-8am-4pm

Section 8-A BLS or "Tango unit" standard assignment in place of an ALS "Echo unit"

Section 9 and 10-Staffing and major event recall of the unit

Section 11-December and June meeting with Fire Chief's to discuss issues/concerns.

City provisions;

Section 1-Tango or Echo unit with an 8am-4pm assignment.

Section 9-Unit calling "in-service" and "out of service"

It is my recommendation that City Council approves the proposed Echo contract that will now be referred to as a "Tango contract".

Recommended Motion: Move for authorization for Mayor Waligora and Clerk/Treasurer/Finance Director Anna Soik to sign the City of Alpena into a renewed Tango contract as presented.



*Provider of Fire, Rescue and Emergency Services for the City of Alpena
and Advanced Life Support Ambulance for Alpena County*

INTERGOVERNMENTAL AGREEMENT FOR NON-TRANSPORT BASIC LIFE
SUPPORT (BLS) SERVICES

THE CITY OF ALPENA, a Michigan Municipal Corporation of 208 N. First Avenue, Alpena, Michigan 49707, "the City", and **GREEN TOWNSHIP, MAPLE RIDGE TOWNSHIP, WILSON TOWNSHIP, AND LONG RAPIDS TOWNSHIP** all located in Alpena County, Michigan, "the participating Townships", enter into this agreement subject to the following conditions:

The City wishes to provide, and the participating Townships wish to receive non-transport basic life support (BLS) services from the City. In mutual consideration of the promises made herein the parties agree as follows:

General Terms:

1. The City began providing services to the participating townships on July 3, 2013, out of a need for staffing concerns to the four townships in daytime coverage abilities.
2. This serves as a mutual aid agreement for medical responses in the townships of Green, Maple Ridge, Wilson, and Long Rapids during the agreed upon operating hours and days of the week.
3. The initial term of this renewal agreement shall be one year at the current rate of \$7,725.00 per Township per year beginning July 1, 2023, and ending June 30, 2024. This fee will be paid on or before August 15, 2023, for this contract year.
4. Upon mutual agreement of the parties, this agreement may be renewed for two additional one-year terms with a 3% increase for each year. Year two, beginning July 01, 2024, would be at a rate of \$7956.75 and year three, beginning July 1, 2025, at a rate of \$8195.45. These fees will be paid on or before July 15th of the start of the contract year.
5. The parties agree that all the provisions of Public Act 368 and the Michigan Department of Community Health Administrative Rules for Medical First Responder Agencies will be followed by each party
6. The participating townships agree to indemnify and hold harmless the City from any acts committed by City personnel during the performance of their duties during their contract hours unless they are willfully and intentionally committed.
7. As to Wilson Township only, the parties agree that Wilson Township will operate as a unit of the Alpena City Ambulance Operation License at the basic life support non-transport level. Wilson Township shall be responsible to the City for all requirements of Public Act of 368 and Michigan Department of Community Health Administrative Rules, except the mandate to respond Monday through Friday from 8 a.m. to 4 p.m. as the City will meet this need. Wilson Township will be permitted to utilize the City's EMS reporting software system if they choose.

8. A basic life support (BLS) non-transport vehicle will be the standard assignment to the four-township response area also known as a “Tango unit”. If staffing is allowed at the Alpena City Fire Department, the Tango unit may be staffed with an advanced life support (ALS) non-transport unit also known as an “Echo unit” based on available personnel at no additional cost to any of the four Townships.
9. In the event staffing at the Alpena City Fire Department falls below six(6) personnel for the day, the Tango or Echo unit may not be staffed for the day. Should this be necessary, the Fire Chief’s will be advised through a cell phone text and email notification. This is expected to be infrequent.
10. In the event of a major structure fire or high call volume for EMS calls, this Tango or Echo unit may be recalled back to the City to assist in mitigating the City’s primary responsibilities as a fire department and the Alpena County Ambulance Contract. Should this be necessary, the Fire Chief’s will be advised through a cell phone text, email notification, or radio traffic through Alpena County Central Dispatch 911 Center. This is expected to be infrequent.
11. A joint meeting of the Alpena City Fire Chief and each of the Township Fire Chief’s is to be scheduled in December and June of each year to discuss any issues or concerns. The June meeting will review the intent of continuation of the agreement into the next contract period as it requires a ninety (90) day cancellation notification.
12. Each party may terminate this Agreement in the event that the respective other party, or any officer, employee or agent of that party, breaches any term, covenant or condition of this Agreement, or otherwise violates any law, rule, regulation, protocol, statute, standard, guideline, operational procedure or licensing requirement, as such may be amended from time to time, of any governmental entity with jurisdiction over the services to be provided in accordance with this Agreement. Written notice of the terminating party’s election to terminate the Agreement shall be provided to all of the respective other parties. The respective other parties shall thereafter have thirty (30) days from the date of the terminating party’s notice to cure and remedy any breach of this Agreement. If the respective other parties fail to cure and remedy the breach within the thirty (30) days provided for, the Agreement shall be terminated and of no force or effect. All four Townships are required to agree to the terms of this agreement with the City, or the agreement will be terminated.

The City will provide the following:

1. A non-transporting Tango or Echo unit and one firefighter-EMT, or paramedic, daily from 8 a.m. to 4 p.m. excluding weekends and holidays.
2. The Tango or Echo unit will respond to medical calls in any of the participating townships during the time period specified in paragraph 1.
3. The Tango or Echo unit will be located within the area of the four participating townships when not actively on a fire or EMS request.
4. The Tango or Echo unit will respond to fire and other non-EMS related emergencies to perform an initial size-up and report to incoming township fire response units/personnel a situation report. They may assist in mitigation efforts as requested by the incident commander for the respective township but remain in-service to continue to respond to other fire/EMS requests within the four-township response area.
5. The City will provide copies of all run reports originating within the non-transporting townships service area during the coverage period for their records.
6. The City will restock disposable EMS supplies and any equipment used by the non-transporting basic life support vehicle at no additional cost to any of the four Townships.
7. The City will license, insure, maintain, and provide fuel for the non-transporting Tango or Echo unit.
8. The City will waive any claim to Alpena County first responder per call fees for responses made in the response service area. This waiver will not include fees for in-City responses.
9. The Tango or Echo unit will be stationed at the Long Rapids Township Fire Station on Monday, Wednesday, and Friday and at the Wilson Township Fire Station on Tuesday and Thursday each week. The assigned personnel will call in-service via 800 MHz radio to Alpena County Central Dispatch and declare the station they will be reporting to for the day and the rig they are operating from (Tango or Echo unit). They will also radio when they are out of service returning to Alpena City Fire Department at the completion of their assignment for the day.

The participating Townships of Long Rapids, Wilson, Maple Ridge, and Green will:

1. Agree to each pay to the City an annual fee as outlined in General Terms section 2 and 3.
2. Collectively agree to house the non-transporting basic life support vehicle indoors and provide suitable facilities for the crew staffing.
3. Retain responsibility to provide first responder services for their communities, including

all personnel, equipment, and supply costs except during the times noted above.

This agreement between the City and the participating Townships contains the entire agreement of the parties with respect to its subject matter. This agreement may not be modified except by a written document signed by all parties.

The failure of the parties to enforce any specific condition of this agreement shall not constitute a waiver of its rights to enforce every other condition of this agreement. No provision of this agreement shall be deemed to have been waived unless the waiver is in writing.

CITY OF ALPENA, a Michigan
Municipal Corporation

By:

Matthew J. Waligora, Mayor

Anna Soik
City Clerk/Treasurer/Finance Director

Wilson Township, a Michigan
Municipal Corporation

By:

Township Supervisor

Long Rapids Township, a Michigan
Municipal Corporation

By:

Township Supervisor

Maple Ridge Township, a Michigan
Municipal Corporation

By:

Township Supervisor

Green Township, a Michigan
Municipal Corporation

By:

Township Supervisor

Date: _____

Date: _____

Date: _____

Date: _____

Date: _____

Memorandum



TO: Mayor Waligora, City Council Members

CC: City Manager Smolinski, Clerk/Treasurer/FD Soik

FROM: Chief Rob Edmonds

SUBJECT: Michigan MABAS Mutual Aid Agreement

DATE: September 27, 2023

Michigan Mutual Aid Box Alarm System, otherwise known as Michigan MABAS, is a statewide mutual aid agreement between partnering fire departments throughout the state. It has the ability to provide local, regional, and state assistance through a shared network of resources for those partnering agencies in emergency situations of fire and EMS response. This is usually due to a large scale need due to a natural or manmade disaster. Two incidents that MABAS was activated were the May 2022 Gaylord tornado and the October 2022 Resolute Paper Mill Fire in Menominee, both of these incidents could happen in our area.

We are currently a member of MABAS Division 3702 located near the Gaylord area. We are promoting the MABAS organization and looking to include all of the other Alpena County area fire departments to become active members to improve our interoperability and local mutual aid responses to one another as well as at a regional level. I believe all eight township departments are in process to become members which would allow us to establish a more collaborative aid to one another on a local level.

We originally signed the mutual aid agreement with Michigan MABAS in 2013 and they are requesting us to renew it as there were some changes to the original agreement, specifically Section 2 subsection M "Special Operations Teams". It is my recommendation to council to enter into a new mutual aid agreement with Michigan MABAS to continue this partnership as the benefits are to our advantage in times of need.

Recommended Motion: Move for authorization for Mayor Waligora to sign the City of Alpena into a renewed mutual aid agreement with Michigan MABAS as presented.



*Provider of Fire, Rescue and Emergency Services for the City of Alpena
and Advanced Life Support Ambulance for Alpena County*

**AMENDED MICHIGAN MUTUAL AID BOX ALARM SYSTEM ASSOCIATION
AGREEMENT**

Effective Date: _____

BETWEEN

**PARTICIPATING POLITICAL SUBDIVISIONS AS SIGNATORIES
TO THIS INTERLOCAL AGREEMENT**

This Agreement is entered into between the participating units of local government "Parties" that execute this Agreement and adopt its terms and conditions as provided by law. This Agreement supersedes any and all prior Agreements and amendments to the Michigan Mutual Aid Box Alarm System Association Agreement.

WHEREAS, the Constitution of the State of Michigan, 1963, Article VII, Section 28, authorizes units of local government to contract as provided by law; and,

WHEREAS, the Urban Cooperation Act, of 1967, 1967 PA 7, MCL 124.501, et seq., provides that any political subdivision of Michigan or of another state may enter into interlocal agreements for joint exercise of power, privilege, or authority that agencies share in common and might each exercise separately; and,

WHEREAS, the Parties have determined that it is in their best interests to enter into this Agreement to secure to each the benefits of mutual aid in fire protection, suppression, rescue and emergency medical assistance, hazardous materials control, technical rescue and/or other emergency support for an Emergency, Disaster, or other Serious Threat to Public Health and Safety; and,

WHEREAS, the Parties have determined that it is in their best interests to form an association to provide for communications procedures, training, and other functions to further the provision of said protection of life and property during an Emergency, Disaster, or other Serious Threat to Public Health and Safety; and

WHEREAS, the Constitution and people of the State of Michigan have long recognized the value of cooperation by and among the state and its political subdivisions;

NOW, THEREFORE, the Parties agree as follows:

SECTION ONE

Purpose

It is recognized and acknowledged that in certain situations, such as natural disasters and man-made catastrophes, no political subdivision possesses all the necessary resources to cope with every possible Emergency, Disaster or Serious Threat to Public Safety, and an effective, efficient response can be best achieved by leveraging collective resources from other political subdivisions. Further, it is acknowledged that coordination of mutual aid through the Michigan Mutual Aid Box Alarm System Association (MI-MABAS) is most effective for best practices and efficient provision of mutual aid.

SECTION TWO

Definitions

The Parties agree that the following words and expressions, as used in this Agreement, whenever initially capitalized, whether used in the singular or plural, possessive or non-possessive, either within or without quotation marks, shall be defined and interpreted as follows:

- A. "Agreement" means the MI-MABAS Agreement.
- B. "Michigan Mutual Aid Box Alarm System" ("MABAS") means a definite and prearranged plan whereby response and assistance is provided to a

Requesting Party by an Assisting Party in accordance with the system established and maintained by MI-MABAS Members;

- C. “Party” means a political subdivision which has entered into this Agreement as a signatory;
- D. “Requesting Party” means any Party requesting assistance under this agreement;
- E. “Assisting Party” means any Party furnishing equipment, personnel, and/or services to a Requesting Party under this agreement;
- F. “Emergency” means an occurrence or condition in a Party’s jurisdiction which results in a situation of such magnitude and/or consequence that it cannot be adequately handled by the Requesting Party and such that a Requesting Party determines the necessity of requesting aid;
- G. “Disaster” means an occurrence or threat of widespread or severe damage, injury, or loss of life or property resulting from a natural or human-made cause, including fire, flood, snowstorm, ice storm, tornado, windstorm, wave action, oil spill, water contamination, utility failure, hazardous peacetime radiological incident, major transportation accident, hazardous materials incident, epidemic, air contamination, or similar occurrences resulting from terrorist activities, riots, or civil disorders;
- H. “Serious Threats to Public Health and Safety” means other threats or incidents such as those described as Disasters, of sufficient magnitude that the necessary public safety response threatens to overwhelm local resources and requires mutual aid or other assistance;

- I. “Division” means the geographically associated Parties which have been grouped for operational efficiency and representation of those Parties;
- J. “Training” means the regular scheduled practice of emergency procedures during non-emergency drills to implement the necessary joint operations of MI-MABAS;
- K. “Executive Board” means the governing body of MI-MABAS composed of Division representatives.
- L. “Effective Date” means the date on which the Agreement is first filed with the Department of State, the Office of the Great Seal, and each county where Parties are located.
- M. “Special Operations Teams” means MI-MABAS recognized teams of personnel with the requisite training and skill for Hazardous Materials Response, Technical Rescue Response (including Strike Teams and Michigan Task Force 1) and Incident Management Teams.

SECTION THREE

Establishment of the Association, the Divisions and Executive Board of MI-MABAS

A. Establishment of the Association

1. The Parties intend and agree that MI-MABAS is established as separate legal entity and public body corporate pursuant to the Michigan Urban Cooperation Act of 1967, 1967 PA, MCL 124.505(c) and this Agreement.
2. Name of MI-MABAS. The formal name of the Association is “Michigan Mutual Aid Box Alarm System Association”.

3. Federal Tax Status. The Parties intend that MI-MABAS and all Divisions shall be exempt from federal income tax under Section 115(1) of the Internal Revenue Code of 1986, as amended, or corresponding provisions of any future tax code
4. State and Local Tax Status. The parties intend that the MI-MABAS and all Divisions shall be exempt from all State and local taxation including, but not limited to, sales, use, income, single business, and property taxes under the applicable provisions of the laws of the State.
5. Title to MI-MABAS Property. All property is owned by MI-MABAS as a separate legal entity. MI-MABAS may hold any of its property in its own name or in the name of one (1) or more of the Parties or Divisions, as determined by the Parties.
6. Principal Office. The principal office of the Association ("Principal Office") shall be at such locations determined by the MI-MABAS Executive Board.

B. Establishment of the Executive Board.

An Executive Board shall be established to consider, adopt, and amend needed rules, procedures, by-laws and any other matters deemed necessary by the Parties. The Executive Board shall consist of a member elected from each Division of MI-MABAS who shall serve as the voting representative of said Division of MI-MABAS matters, and may appoint a designee from his or her Division to serve temporarily in his or her stead. Such designee shall have all rights and privileges attendant to a representative of the Division. A President and Vice President shall be elected from the representatives of the

Parties and shall serve without compensation. The President and other officers shall coordinate the activities of the MI-MABAS Association.

SECTION FOUR

Duties of the Executive Board

The Executive Board shall meet regularly to conduct business and to consider and publish the rules, procedures, and bylaws of the MI-MABAS Association, which shall govern the Executive Board meetings and such other relevant matters as the Executive Board shall deem necessary.

SECTION FIVE

Rules and Procedures

Rules, procedures, and by laws of the MI-MABAS Association shall be established by the Member Units via the Executive Board as deemed necessary for the purpose of administrative functions, the exchange of information, and the common welfare of the MI-MABAS.

SECTION SIX

Authority and Action to Effect Mutual Aid

- A. The Parties hereby authorize and direct their respective Fire Chief or his or her designee to take necessary and proper action to render and/or request mutual aid from the other Parties in accordance with the policies and procedure established and maintained by the MI-MABAS Association.

- B. Upon a Fire Department's receipt of a request from another Party for Fire Services, the Fire Chief, the ranking officer on duty, or other officer as designated by the Fire Chief shall have the right to commit the requested Firefighters, other personnel, and Fire Apparatus to the assistance of the requesting Party. The aid rendered shall be to the extent of available personnel and equipment not required for adequate protection of the territorial limits of the Responding Party. The judgment of the Fire Chief, or his or her designee, of the Responding Party shall be final as to the personnel and equipment available to render aid.
- C. An authorized representative of the Party which has withheld or refused to provide requested assistance under this Agreement shall immediately notify the Requesting Party, and shall submit an explanation for the refusal.

SECTION SEVEN

Jurisdiction Over Personnel and Equipment

Personnel dispatched to aid a party pursuant to this Agreement shall at all times remain employees of the Assisting Party, and are entitled to receive benefits and/or compensation to which they are otherwise entitled to under the Michigan Workers' Disability Compensation Act of 1969, any pension law, or any act of Congress.

Personnel dispatched intrastate to assist a party pursuant to this Agreement continue to enjoy all powers, duties, rights, privileges, and immunities as provided by Michigan Law. When Parties are dispatched pursuant to the Emergency Management Assistance Compact (EMAC), the Parties shall adhere to all provisions of the EMAC. Personnel rendering aid shall report for direction and assignment at the scene of the emergency to the Incident Commander of the Requesting Party.

SECTION EIGHT

Compensation for Aid

Equipment, personnel, and/or services provided pursuant to this Agreement, absent a state or federal declaration of emergency or disaster, excluding resources for Special Operations Teams, shall be at no charge to the Requesting Party for the first eight hours. Any expenses recoverable from third parties shall be equitably distributed among Responding Parties. Requests for a response from any MI-MABAS Special Operations Team may require full and complete reimbursement to the responding Team for all expenses, including but not limited to, expenses for equipment, personnel, management and administration and all other services provided at an incident. The Executive Board shall adopt fee schedules that establish rates for Special Operations Team responses. Nothing herein shall operate to bar any recovery of funds from any state or federal agency under any existing statutes. The Parties reserve the right to waive any charges to a Requesting Party.

SECTION NINE

Insurance

Each Party shall procure and maintain, at its sole and exclusive expense, insurance coverage, including comprehensive liability, personal injury, property damage, worker's compensation, and, if applicable, emergency medical service professional liability, with minimum limits of \$1,000,000 auto and \$1,000,000 combined single limit general liability and professional liability. The obligations of the Section may be satisfied by a Party's membership in a self-insurance pool, a self-insurance plan, or arrangement with an insurance provider approved by the state of jurisdiction. The

Executive Board may require that copies or other evidence of compliance with the provisions of this Section be provided by the Parties to the Executive Board.

SECTION TEN

Liability

Each Party will be solely responsible for the acts of its own employees, agents, and subcontractors, the costs associated with those acts, and the defense of those acts. The Parties shall not be responsible for any liability or costs associated with those acts and the defense of those acts for Parties outside of their political jurisdictions. It is agreed that none of the Parties shall be liable for failure to respond for any reason to any request for Fire Services or for leaving the scene of an Incident with proper notice after responding to a request for service.

SECTION ELEVEN

No Waiver of Governmental Immunity

All of the privileges and immunities from liability, and exemptions from laws, ordinances and rules, and all pensions, relief, disability, worker's compensation and other benefits which apply to the activity of Parties, officers, agency, or employees of any public agents or employees of any public agency when performing their respective functions within the territorial limits for their respective agencies, shall apply to the same degree and extent to the performance of such functions and duties of such Parties, officers, agents, or employees extraterritorially under the provision of this Agreement. No provision of the Agreement is intended, nor shall any provision of this Agreement be construed, as a waiver by any Party of any governmental immunity as provided by the Act or otherwise under law.

SECTION TWELVE

Term

- A. The existence of MI-MABAS commences on the Effective Date and continues until terminated in accordance with this Section.
- B. Any Party may withdraw, at any time, from this Agreement for any reason, or for no reason at all, upon thirty (30) days written notice to the Association. The withdrawal of any Party shall not terminate or have any effect upon the provisions of this Agreement so long as the MI-MABAS remains composed of at least two (2) Parties. Parties withdrawing from MI-MABAS and subsequently requesting a mutual aid resource from a MI-MABAS member may be subject to reasonable fees for that resource according to the fee schedule established, and periodically reviewed and updated, by the Executive Board.

- C. This Agreement shall continue until terminated by the first to occur of the following:
- (i) The Association consists of less than two (2) Parties; or,
 - (ii) A unanimous vote of termination by the total membership of the Executive Board.

SECTION THIRTEEN

Miscellaneous

- A. Entire Agreement. This Agreement sets forth the entire agreement between the Parties. The language of this Agreement shall be construed as a whole according to its fair meaning and not construed strictly for or against any party. The Parties have taken all actions and secured all approvals necessary to authorize and complete this Agreement.
- B. Severability of Provisions. If a Court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, then that provision shall be deemed severed from this Agreement. The remainder of this Agreement shall remain in full force.
- C. Governing Law/Consent to Jurisdiction and Venue. This Agreement is made and entered into in the State of Michigan and shall in all respects be interpreted, enforced, and governed under the laws of the State of Michigan.
- D. Captions. The captions, headings, and titles in this Agreement are intended for the convenience of the reader and not intended to have any substantive meaning and are not to be interpreted as part of this Agreement.

- E. Terminology. All terms and words used in this Agreement, regardless of the numbers or gender in which they are used, are deemed to include any other number and any other gender as the context may require.
- F. Recitals. The Recitals shall be considered an integral part of this Agreement.
- G. Amendment. The Agreement may be amended or an alternative form of the Agreement adopted only upon written agreement and approval of the governing bodies of all Parties. Amendments to this Agreement shall be filed with the Department of State, the Office of the Great Seal, each county of the State where a Party is located, and any other governmental agency, office, and official required by law. The undersigned unit of local government or public agency hereby adopts, subscribes, and approves this Agreement to which this signature page will be attached, and agrees to be a party and be bound by the terms.
- H. Compliance with Law. The Association shall comply with all federal and State laws, rules, regulations, and orders applicable to this Agreement.
- I. No Third Party Beneficiaries. Except as expressly provided herein, this Agreement does not create, by implication or otherwise, any direct or indirect obligation, duty, promise, benefit, right of indemnification (i.e., contractual, legal, equitable, or by implication) right of subrogation as to any Party's rights in this Agreement, or any other right of any kind in favor of any individual or legal entity.
- J. Counterpart Signatures. This Agreement may be signed in counterpart. The counterparts taken together shall constitute one (1) agreement.
- K. Permits and Licenses. Each Party shall be responsible for obtaining and maintaining, throughout the term of this Agreement, all licenses, permits, certificates, and governmental authorizations for its employees and/or agents

necessary to perform all its obligations under this Agreement. Upon request, a Party shall furnish copies of any permit, license, certificate or governmental authorization to the requesting party.

- L. No Implied Waiver. Absent a written waiver, no fact, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.
- M. Notices. Notices given under this Agreement shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first class U.S. mail postage prepaid to the person appointed to the governing board by the governing body of the participating agency.

Political Entity

Chief Executive Official

Date

Michigan Taskforce 1

MI-MABAS functions as the sponsoring agency for MI-TF1 to provide the FEMA USAR Type III Task Force capability statewide. As the sponsoring agency, MI-MABAS provides administrative and financial oversight of the MI-TF1.

Michigan Urban Search and Rescue Task Force (MI-TF1) response is comprised of specially trained individuals that are equipped for large or complex Urban Search and Rescue operations. The multi-disciplinary organization provides five functional elements that include Supervision, Search, Rescue, Medical, and Logistics.



Join Us

**Joining MABAS is easy.
There is no cost to join and
no membership fee's.**

**Step 1—Schedule a MABAS
Orientation**

**Step 2—Sign the MABAS
Agreement**

**Step 3—Get support letter
from dispatch center**

**Step 4—Schedule Dispatch
Training and MABAS Activa-
tion Training**

- STANDARDIZATION • INTEROPERABILITY • BOX CARDS • TIERED RESOURCE SYSTEM •
- STATEWIDE RESPONSE PLAN • DIVISIONS •
- MUTUAL AID • MITF1 • FIRE • EMS • RESCUE •
- STRIKE TEAMS • TANKER TASK FORCE •
- COORDINATED • INTERDIVISIONAL • INTERSTATE

**For more information contact us at
Info@michiganmabas.us**

Michigan Mutual Aid Box Alarm System



www.MABASMI.org



Mutual Aid Box Alarm System (MABAS)

The Mutual Aid Box Alarm System (MABAS) is a statewide mutual aid agreement that covers liability and authority to receive and provide mutual aid to other Fire Departments that have signed the MABAS Agreement. These department resources that come from across the state or in the neighboring community.

Through mutual aid, MI-MABAS has the capability to provide emergency response locally or statewide when lives, property or the environment is threatened by man-made, technological or natural disasters or emergencies by deploying fire resources, emergency medical services, technical rescue teams, hazardous materials teams and other special rescue operations needed and requested by the host/stricken community.

The Box Card system is based on the closest, most appropriate resource and a numbering system for each "Box," in a geographic area. The basic box card lists the fire department's primary responding units or still alarm and any auto-aid prior to the box alarm level.

Then the Box Card allows the Chief to plan for different levels of response starting with the first box alarm, then second alarm, third alarms, etc. Box cards list the equip-



ment and personnel needed from other nearby departments for each level of alarm.

For example, the box card may name one department to provide an engine, another to send a truck, another to send a squad, another to send an ambulance, and so on.

The 80 /20 Rule – The MI - MABAS policy is that no department will provide more than 20 percent of its resources. MI-MABAS is not intended to relieve a community of its responsibility to provide an adequate first line of defense for all local emergencies.

Interdivisional Requests – MI-MABAS also includes an "Interdivisional Request" Box Card, which activates during a large-scale incident when all companies



"Michigan MABAS is a user driven system designed to streamline the requesting and providing of emergency and fire service resources across Michigan for day to day for mutual aid and for large scale events." **Fire Chief Bill Nelson, Troy Fire (Retired)**




Memorandum



Date: September 26, 2023

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: 2023 Engineering Services

On September 26, 2023, the City received and opened proposals for the 2023 Engineering Services. Proposals requested hourly rates for various professional services required by the City on an ongoing and as needed basis. These services could include design and plan preparation, historical and environmental permitting services, and construction testing. While these services are typically limited throughout the year, staffing changes within the department have necessitated a broader ongoing need.

Bid advertisements were sent to eight (8) firms as well as posted on the City's website with three proposals received from the following firms:

Huron Engineering & Surveying
Alpena, MI

RS Scott Associates
Alpena, MI

Gordie Fraiser,
Traverse City, MI

After reviewing the provided proposals outlining personnel and project experience, all the firms were found to be capable of the requested services. Staff then reviewed the rate sheet provided with the proposals. Both local firms were comparable in pricing, however Huron was lower for almost all rates for typical services requested by the City. Additionally, Huron does not charge an overtime rate for any of their services. Huron has performed many of the anticipated services in the past and regularly accommodates the City's schedule, sometimes on a short notice, for construction testing previously provided to the City.

Adequate funding is available for these services. Based on review of the proposals and the above stated reasons, I recommend the following motion: Award the 2023

Engineering Services to Huron Engineering and Surveying for a not to exceed amount of \$30,000 through December 31, 2024.

This contract will allow for three (3) additional one (1) year extensions if both parties can agree on prices.

Attachments

Bids Due: September 26, 2023
Time: 2:00 p.m.

BID LIST
Engineering Services

1. Fleis & Vandenbrink
2960 Lucerne Dr SE
Grand Rapids, MI 49546 Ph:
800-494-5202
info@fveng.com
2. Gosling Czubak Engineering
Sciences
1280 Business Park Drive
Traverse City, MI 49686
Ph: 800-968-1062
info@goslingczubak.com
3. RS Scott and Associates 405
River Street
Alpena, MI 49707
Ph: 989-354-3178
gerowp@rsscott.com straleym@rsscott.com
4. Huron Engineering and
Surveying
3205 US 23 South
Alpena, MI 49707
Ph: 989-356-6375
mark.herman@huronesi.com
Becky.Rivard@huronesi.com
5. Materials Testing Consultants
693 Plymouth Ave NE Grand
Rapids, MI 49505 Ph:
800-968-8378
tlautenbach@mtc-test.com
6. Tetra Tech
123 Brighton Lake Road
Brighton, MI 48116
Ph: 810-220-2112
Bob.daavettila@tetrattech.com Sott.buchholz@tetrattech.com
7. Wade Trim
1403 S. Valley Center Drive
Bay City, MI 48707
Ph: 800-322-4500
tnoble@wadetrim.com
8. Gourdie-Fraser, Inc. (GFA)
123 W. Front Street
Traverse City, MI 49684
231-946-5874 Ext 324
shaneg@gfa.tc


Memorandum



Date: September 27, 2023

To: Mayor and City Council Members

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

From: Stephen J. Shultz, IT Coordinator 

Subject: Desktop Purchase

On Tuesday, September 12, 2023, the City received and opened bids for desktop computers. Bids were advertised on the City website and emailed to nine vendors with 3 bids received. The specifications requested pricing for 22 desktops for standard dedicated daily use machines, and 3 CAD/GIS/Modeling capable PC's with the stipulation that the City could modify the numbers based on the bid prices received. These units will replace systems that range from four to five years old.

We have standardized to Dell branded computers based on past experience and with the support of Alpena County I.T. Two of the bids received were not Dell products, which leaves Dell Technologies, Inc. as the only viable bid for consideration at this time.

After consideration of the budgeted amount and the staff positions that are utilizing the machines the new breakdown is as follows:

Computer Type	Quantity	Unit Price	Total Price
Standard Daily Use PC	27	\$752.99	\$20,330.73
CAD/GIS/Modeling PC	2	\$2,198.89	\$4,397.78
Total Cost			\$24,728.51

Currently there is \$25,000 budgeted for PC replacement and with the prices received, it will allow the City to purchase additional machines that can be used in other locations or as spares for unexpected failures.

In consideration of the above, as IT Corrinator, I recommend the following motion:

To award the desktop purchase to Dell Technologies and issue a PO using the as-bid unit prices.

Attachments





City of Alpena

Bid Name: 2023 Desktop Purchase Bid Open Date: 09/12/2023 @ 2:00 p.m.

Bidder	Addendum	Bid Security	Base Bid	Remarks
Sehi Computer Products Rochester Hills, MI	—	—	\$ 16,918	
Dell Technologies Round Rock, TX	—	—	\$ 16,565.78	
Eastern Data Inc. Norcross, GA	—	—	\$ 14,278	

Unofficial – “As-Read” Results – Subject to Verification

Bids Due: September 12, 2023
Time: 2:00 p.m.

BID LIST
2023 DESKTOP PURCHASE

1. Connection (GovConnection)
Alma Hinojosa
alma.hinojosa@connection.com
2. Compugen
David Carlson
dcarlson@compugen.com
3. PCMG
Lynda Hollingsworth
Lynda.Hollingsworth@pcmg.com
4. 1010 Technology Center
Mavis DesRocher
mdesrocher@1010tc.com
5. Southern Computer Warehouse
Michael Acosta
michael.acosta@scw.com
6. shi
Michael Vassos
Michael_Vassos@SHI.com
7. CDW-G
Ryan Connelly
rconnel@cdwg.com
8. PC Nation
Austin Kasper
Austin.k@pcnation.com
9. Dell Computers
Allie Ziober
Allie_Ziober@dell.com


Memorandum



Date: September 26, 2023

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: 2023 Topographic Survey

On September 26, 2023, the City received and opened bids for the 2023 Topographic Survey Project. The topographic survey for the four streets will generate the base drawings utilized by staff to design the complete infrastructure projects which are in this year's budget cycle.

Bid advertisements were sent to twelve (12) firms as well as posted on the City's website with one bid received as follows:

Huron Engineering & Surveying	\$13,260
Alpena, MI	

Huron has completed several similar surveys for the City successfully in the past.

When reviewing the bids and the reason for no additional bidders, other local contractors stated that they were too busy to complete the work on time. It is also difficult for out-of-town companies to compete locally due to the mobilization cost associated with this project.

Adequate funding is included in the project budget for these services when they are established. Based on review of the bid, I recommend the following motion: To issue a purchase order for the 2023 Topographic Survey Project to Huron Engineering and Surveying in the amount of \$13,260.

Attachments



City of Alpena

Bid Name: 2023 Topographic Survey Bid Open Date: 09/26/2023 @ 2:00 p.m.

Bidder	Addendum	Bid Security	Base Bid	Remarks
Huron Engineering Alpena, MI	#1 ✓		\$ 13,260	

Unofficial – "As-Read" Results – Subject to Verification

BID PROPOSAL

I. The Following Proposal is Hereby Made to:

The City of Alpena, 208 N. First Avenue, Alpena, Michigan, 49707.

II. Evaluation Section

Please attach pages in accordance with the section "Evaluation". Failure to provide this information shall make the bid ineligible.

III. Stipulated Amount

The Undersigned hereby proposes and agrees to furnish all necessary labor, tools, apparatus and other means of construction, and do all the work, for the unit prices named in the itemized bid to complete the work herein described for the City of Alpena all in accordance with the specifications and other contract documents prepared by the City of Alpena Engineering Department.

Prices and notations must be made on the bid sheets following this page in ink or typed. Prices shall be for new items only unless specified otherwise. Any form of pricing corrections made to the proposal by the bidder prior to submission should be initialed in ink by the person signing the proposal.

The City of Alpena shall perform a mathematical check. In the event that a total is incorrect for any one or more items, the unit price recorded for that item will be multiplied by the bid quantity to obtain a new item and project total.

Topographic Survey: Taylor St – Long Lake to Spratt	Lump Sum	\$ 4,410.00
Topographic Survey: Fourth Av- Blair to Lewis	Lump Sum	\$ 6,860.00
Topographic Survey: Hamilton St – 2 nd to Merchant	Lump Sum	\$ 995.00
Topographic Survey: Commercial St – Miller to Lake	Lump Sum	\$ 995.00
Project Total		\$ 13,260.00

It is the intent of the City to award the total project to one bidder.

IV. Addenda

The Undersigned hereby acknowledges receipt of the following addenda:

Dated

09-22-2023

V. Execution of Agreement and Furnishing Bonds

Within ten (10) days of receiving the prepared contract documents, the Undersigned agrees to execute the form of agreement included as part of the contract documents and to furnish a faithful performance bond in an amount equal to one hundred percent (100%) of the contract amount and a labor and material payment bond in an amount equal to one hundred percent (100%) of the contract amount.

VI. Subcontractor Acknowledgment

The Undersigned hereby acknowledges all subcontractors to be utilized on the above stated projects. The successful bidder agrees to bind every subcontractor by the terms of the contract documents. The City reserves the right to disqualify any potential subcontractor listed herein and any subcontractors which the contractor may elect to use on the project. The City reserves the right to require subcontractors to submit the information required in the section "Award Process". The contract documents shall not be construed as creating any contractual relation between any subcontractor and the Owner. All subcontractors shall be held accountable to the criteria and obligations as described by specifications and contract documents herein. Failure to list subcontractors may result in rejection of the bid.

Item of Work

VII. Execution of Contract

A Contract will be executed with the responsive and responsible bidder who offers the best value to the City of Alpena upon approval by City Council.

VIII. Bid Price Guarantee

The bidder shall honor the individual bid prices and project bid total for a period of sixty (60) days following the bid submittal date.

IX. Contract Time

If awarded the contract, the Undersigned shall start work on the project 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 complete all work described in the contract by **December 31, 2023**. Five Hundred (\$500) dollars per day will be deducted from monies due the Contractor for each calendar day, exclusive of Sundays and holidays, that the work remains uncompleted beyond the completion date. Written extensions will be reviewed and may be approved by the City Engineer with justifications.

X. Owners Rights Reserved

The Undersigned understands that the Owner reserves the right to reject any or all proposals or to waive any formality or technicality in any proposal in the interest of the Owner in accordance with section "Award Process".

XI. 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.

XII. This Proposal is Submitted By:

Company Name Huron Engineering and Surveying, Inc.
By Mark Herman, P.S.
Title President
Address 3205 US 23 South
City, State & Zip Alpena, MI 49707
Telephone No. 989-356-6375

Bids Due: September 26, 2023
Time: 2:00 p.m.

BID LIST
2023 Topographic Survey

1. Fleis & Vandenbrink
2960 Lucerne Dr SE
Grand Rapids, MI 49546 Ph:
800-494-5202
info@fveng.com
2. Gosling Czubak Engineering
Sciences
1280 Business Park Drive
Traverse City, MI 49686
Ph: 800-968-1062
info@goslingczubak.com
3. RS Scott and Associates 405
River Street
Alpena, MI 49707
Ph: 989-354-3178
gerowp@rsscott.com straleym@rsscott.com
4. Huron Engineering and
Surveying
3205 US 23 South
Alpena, MI 49707
Ph: 989-356-6375
mark.herman@huronesi.com
Becky.Rivard@huronesi.com
5. Materials Testing Consultants
693 Plymouth Ave NE Grand
Rapids, MI 49505 Ph:
800-968-8378
tlautenbach@mtc-test.com
6. Tetra Tech
123 Brighton Lake Road
Brighton, MI 48116
Ph: 810-220-2112
Bob.daavettila@tetrattech.com S_cott.buchholz@tetrattech.com
7. Wade Trim
1403 S. Valley Center Drive
Bay City, MI 48707
Ph: 800-322-4500
tnoble@wadetrim.com
8. Gourdie-Fraser, Inc. (GFA)
123 W. Front Street
Traverse City, MI 49684
231-946-5874 Ext 324
shaneg@gfa.tc
9. Compass Land Surveying
Long Rapids, MI
989-590-8260
surveyor989@outlook.com
10. Lewis and Lewis Surveying
486 S. Ripley Blvd Ste 205
Alpena, MI 49707
989-354-9156
lewisandlewissurveying.com
11. Hubbell Roth & Clark
1925 Breton Road SE Suite 100
Grand Rapids, MI 49506
616-454-4286
rwilcox@hrcengr.com
12. Fishbeck, Thompson, Carr & Huber
1515 Arboretum Drive SE
Grand Rapids, MI 49546
616-575-3824
bdphillips@ftch.com


Memorandum



Date: September 28, 2023

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: Alpena Civic Theater Lease Renewal

In 2013, the City signed a 10-year lease agreement with representatives of the Alpena Civic Theater. This agreement has expired and the Civic Theater Board has requested a renewal of the lease agreement as written currently.

City staff met with Board representatives and discussed a few changes to make things easier in the future.

The previous termination notice was only 120 days. It is nearly impossible to vacate the building and find a new home for the theater in that time period. We are proposing 1 year.

The lease term is typically 10 years, staff felt that it could renew automatically if both parties agreed to the terms for two additional cycles not to extend beyond September 30, 2054.

The City Attorney has reviewed and approved the Lease Agreement for signature.

In consideration of the above, I recommend the following motion:

To renew the Lease Agreement with Alpena Civic Theater, with the suggested modifications and authorize the Mayor and City Clerk to sign.

Attachments



LEASE AGREEMENT

IT IS HEREBY AGREED between the CITY OF ALPENA, Party of the First Part (Lessor), and the ALPENA CIVIC THEATRE, a Michigan non-profit corporation, Party of the Second Part (Lessee), as follows:

1. The said Party of the First Part does hereby let and lease to the said Party of the Second Part the following described premises situated in the City of Alpena, County of Alpena, State of Michigan, to-wit:

Lots #19, #20, and #21, Block 8 of the Village, now City of Alpena, and commonly known as Alpena Civic Theater, 401 River Street, Alpena, Michigan

for a term beginning on the day of execution through September 30, 2034.

The said premises and structure shall be used and occupied by the Second Party only for uses and purposes related to the performing and fine arts and other uses conducive to the encouragement of persons with artistic ability, including exhibitions of work produced by such persons, for the purpose of enhancing the cultural atmosphere of the City of Alpena.

2. The said party of the Second Part does hereby hire and lease the said premises for the term aforesaid and agrees to pay the Lessor, as rental for said premises, the sum of \$1.00 for the said rental period herein set forth.

3. It is agreed that the Lessee shall pay all heating costs of the facility with the billing going directly to the Lessee rather than to the Lessor.

4. Lessee further agrees that the building or structure will be smoke-free. This provision does not prohibit Lessee from performing a theatrical production which includes the use of a prop or props that imitate real smoking. Such props may include what is commonly referred to as an electronic cigarette.

5. As a further condition of this Lease Agreement, it is agreed that Lessee shall be responsible for all current and future Americans With Disabilities Act (ADA) requirements. If the building in its current state is not “grandfathered” as relates to current and future ADA requirements, then Lessee will be allowed to terminate this lease before any renovations are required to be made. Lessee shall be given the option to maintain its lease and make any ADA modification required if such modifications/renovations are affordable and agreed to by Lessee.

6. It is further agreed that the Lessor will provide property insurance for the building. The insurance for the building will be paid by the Lessee. Lessee further agrees to maintain a comprehensive general liability policy in the amount of \$1,000,000 per occurrence with a \$2,000,000 aggregate limit with the City of Alpena named as an additional insured. A Certificate of Insurance will be sent to the Lessor annually evidencing coverage. The Lessee will obtain their own property insurance as needed and in this event they will hold the Lessor harmless for damage or destruction of this property due to any cause whatsoever.

7. It is further agreed that the Lessee shall maintain an open area beyond 42 feet more or less from the rear of the current building and continuing to the river’s edge. Any improvements made in the open area by the Lessee, after approval of same by the Lessor, shall be properly maintained as specified by the Lessor.

8. It is understood by and between the parties hereto, that the reason for the extended term of this lease and as a condition hereto, the Lessee shall engage in exterior and interior “face-lifting” and maintenance of the building.

9. The parties agree that the Lessee will provide the necessary janitorial services, at its own expense, in connection with its use of said premises and further agrees that it will permit the

fire inspector to inspect the building, monthly, and any deficiencies or violations must be corrected within 30 days or this lease will automatically terminate.

10. The Lessee agrees that it will not assign or transfer this Lease, or sublet said premises or any part thereof without the expressed written consent of the Lessor.

11. The Lessee agrees to keep the premises, during the term of this Lease, or any additional term thereof, in good repair, and at the expiration thereof, yield and deliver up in as good condition as when taken, reasonable wear and tear expected.

12. The Lessee shall be permitted to decorate and make alterations to the interior of the building, but no major alterations shall take place without the expressed consent of the Lessor.

13. It is agreed and understood by and between the parties hereto, that if the premises and/or the structure thereon becomes wholly untenable or uninhabitable due to fire or any other cause, this Lease shall terminate at Lessor's option and shall thereafter be void and of no further effect.

14. Lessee further agrees to pay all water and sewer expenses and all other utility bills incurred in the use of these said premises, to keep the structure heated and to maintain the furnaces in good and proper working condition.

15. Lessor agrees that the Lessee, upon performing the covenants and agreements recited herein, shall and may peacefully and quietly have, hold, and enjoy the said premises for the term recited herein.

16. The covenants, conditions, agreements and provisions made by the parties herein shall be binding upon their respective representatives, assigns and successors in interest.

17. The term of this Lease shall commence immediately upon execution and end on September 30, 2034. This Lease shall automatically renew for two (2) additional 10 year periods if both parties agree to the written terms, but shall not extend beyond September 30, 2054.

18. Either party may terminate this lease early upon 1 years notice to the other party.

The parties further agree that should the Alpena Civic Theatre do extensive remodeling and/or improvements to the premises, that the cost of said remodeling and/or improvements would be refunded to Alpena Civic Theatre on a pro-rated basis should the City choose to exercise the early termination option. If the Alpena Civic Theatre chooses to exercise the early termination option, they would not be entitled to a refund of any costs for remodeling and/or improvements made to the premises by them.

WITNESS our hand and seals this _____ day of _____, 2023.

WITNESSES:

CITY OF ALPENA,
Party of the First Part/Lessor

By: Matthew J. Waligora
Its: Mayor

By: Anna Soik
Its: Clerk/Treasurer/Finance Director

WITNESSES:

ALPENA CIVIC THEATRE
Party of the Second Part/Lessee

By: Julie Meyers
Its: President

By: Jay Kettler
Its: Treasurer


Memorandum



Date: September 29, 2023

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: 2023 Water Production Plant Intake Inspection

This spring, during our regular operational procedures of changing from the internal intake riser to the external riser, staff and a contracted diver for the City of Alpena discovered that for some unknown reason, the external intake is not operational at this time. Historically, the external intake pipe is closed for the winter months and the internal riser opened to prevent interruption of water supply by frazzle ice or treatment concerns created by excess sediment in the water coming into the plant.

After attempting a few previous methods to open the external intake, staff met to discuss options and developed a course of action to inspect the pipe to determine what the actual blockage was caused by. A Request for Proposals was developed and advertised to provide inspection services in order to determine what was obstructing the intake. To find this information, the City could then develop a plan to correct the situation. Several firms were contacted and several site visits were performed to review the scope of work. While there was interest, the City received no proposals. When asked the reason for not submitting, the City was informed that either the companies did not have any room in their schedule to accommodate the project this year or were concerned about a chemical feed line utilized to control zebra mussels creating a hazard for personnel or equipment used for the inspection.

In accordance with the City's purchasing policy, staff reached out to several of the companies to attempt to negotiate a proposal and price to perform the inspection. After several failed attempts, Michels Construction, Inc. again reviewed the site, met with staff to discuss their possible methods and concerns, and provided the attached proposal of services to inspect the intake section to determine what the situation is. Due to some lucky circumstances, Michels dive crew will be available the week of October 9th. Coincidentally, this is the same time a critical barge required for the project will also be available in Alpena after completion of another project. To simplify their proposal, the contractor will attempt to clear out both intake risers, send a diver into the intake and visually inspect the line to determine what has caused the obstruction in the line. If it is determined that there is debris in the line, the company will again attempt to clean the line

to clear the obstruction for the first fifty feet from both the internal and external riser pipes with the hope that this will open the line enough to clear the obstruction and remedy the situation. If this is not the case, or if debris obstructing the intake is not the situation, the crew may have the option of sending a remote camera up the line to evaluate the situation.

Due to the amount of unknowns in the project, and the emergency created by the intake pipe being obstructed, we are requesting approval of the attached proposal and to enter into a contract with a not to exceed amount \$200,000. This will allow staff to add additional days to the proposed work if it is determined that the issue can be addressed at this time. By doing this, it would eliminate another costly mobilization charge by both the divers and the barge company.

Therefore, I recommend the following motion: To accept the negotiated proposal from Michels Construction, Inc. from Brownsville, WI and enter into a not to exceed contract up to \$200,000.

Attachments

MICHEL'S MARINE

Thursday, September 28th, 2023

Shannon Smolinsky



208 N. First Avenue
Alpena, MI 49707
Office: 989.354.1700
Email: shannons@alpena.mi.us

RE: City of Alpena – 2023 Water Production Plant Intake Inspection — Daily Dive Rate Proposal

Good afternoon Shannon,

Michels Marine, a Division of Michels Construction, Inc., is pleased to present the following unit price proposal for diving services for underwater diving work scopes on the City of Alpena Intake Pipeline in Thunder Bay in Alpena, MI.

We are proposing the unit prices displayed in *Table No. 1*, and our pricing and quantities reflect the work associated with mobilizing to the project site, performing underwater diving work scopes, and demobilizing personnel and equipment from the project site. Please note, the unit prices included within *Table No. 1* can only support a single in-water diver to complete surface supplied air (SSA) diving operations. Michels Marine reserves the right to evaluate the conditions and to determine if additional dive teams members will be required to complete the required diving operations both safely and efficiently.

Table No. 1 – Diving Rates for a Five-Person Dive Team

ITEM	DESCRIPTION	QTY	UNITS	UNIT PRICE	TOTAL PRICE
400	Mobilizations	2	trip/event	\$3,895.00	\$7,790.00
410	Regular Daily SSA Diving Rate	3	10-HR/Day	\$6,575.00	\$19,725.00
420	Overtime Hourly Rate	10	HR	\$925.00	\$9,250.00
430	Double-time Hourly Rate	10	HR	\$1,085.00	\$10,850.00
440	Per Diem/Subsistence	5	Day	\$750.00	\$3,750.00
900	Dive Inspection Report Generation	8	HR	\$160.00	\$1,280.00
1000	Const. Materials, Consumables, and Rental Invoices	1	LS	\$99,550.00	\$99,550.00
ESTIMATED COST-TO-COMPLETE:					\$152,195.00

Proprietary Information Enclosed – Contents of this proposal are not to be disclosed to any party, other than those associated with qualification evaluations, without the express written consent of Michels Construction, Inc.

WORK SCOPE:

We understand the Michels Marine Diving Division will be required to perform the following underwater dive work scopes:

- 1) Mobilize a five-person dive team to the City of Alpena Intake Pipeline in Thunder Bay on Lake Huron and set up dive station on barge.
 - a. Access inside of intake pipeline at 2000-FT access point, clean vertical inside access, and perform a visual and tactile video inspection of pipeline to find any obstructions and irregularities within the pipeline.
 - b. Access inside of intake pipeline at 1000-FT access point, clean vertical inside access, widen access opening in HDPE pipeline, and perform a visual and tactile video inspection of pipeline to find any obstructions and irregularities within the pipeline.
 - c. Remove any obstructions from within the intake pipeline found at 1000 FT access.
 - d. Recover grate blanking flange from 1000-FT access area and install over opening at the 2000-FT access point.
 - e. Provide video, photos, and inspection report on the intake pipeline.
 - f. Any additional work based on findings and at the direction of the City of Alpena if time permits.

Note – Length of penetration, materials, and equipment removed will be based on conditions found at time of access.

CLARIFICATIONS:

Based on the City of Alpena and Michels Marine correspondence, Michels Marine understands the underwater work scopes and has provided the following clarifications:

- 1) As displayed within *Table No. 1*, all quantities and resulting prices are estimated values based upon the experience of the Michels Marine Diving Team.
 - a) Invoiced quantities and pricing shall be based upon the actual work completed with respect to the additional costs and time required to complete contracted work scopes.
- 2) Mobilizations have been provided as a unit price to be paid for each trip/event (e.g., mobilizing to the project site will account for a single trip/event and demobilizing from the project site will be charged as a second trip/event).
 - a) Item #400 – Mobilizations (per trip/event) will only account for travelling to and from the project site, and any equipment setup/breakdown time required will be billed at the applicable daily and/or hourly labor rate.
- 3) All work will be performed on a five 10-HR workday schedule, Monday through Sunday, and no holiday work is planned.
 - a) If applicable, holidays will be paid as per the local United Brotherhood of Carpenters (UBC) union agreement.
 - b) We assume consecutive work with only normal construction interruptions due to weather.
 - c) Contracted work scopes will be completed by a certified commercial dive team signatory to the UBC.
 - i) Minimum shift lengths, working hours, pay scales, and diving premiums are determined by local UBC signatory union agreements.
 - d) Item #410— Regular Daily SSA Diving Rate (per 10-HR/Day) will be charged for all work scopes conducted from Monday through Friday. This rate includes 5-Person dive team and all necessary equipment to perform the work clarified above.
 - e) Item #420— Overtime Hourly Rate (per HR) will be charged for work exceeding 40-HR/Week, a 10-HR/Day; Monday through Friday, and for work scopes conducted on Saturday. This rate includes 5-Person dive team and all necessary equipment to perform the work clarified above.
 - f) Item #430— Double-time Hourly Rate (per HR) will be charged for work exceeding 10-HR/Day on Saturday and for work scopes conducted on Sunday and Holidays. This rate includes 5-Person dive team and all necessary equipment to perform the work clarified above.
- 4) Item #440— Per Diem/Subsistence (per Day) was provided to account for the crew members lodging and meal expenses for each day spent travelling.
 - a) Per Diem/Subsistence will be charged for every day, from the beginning of mobilization until site demobilization, including weekends and/or other unforeseen non-working or down days.
- 5) Item #900 – Dive Inspection Report Generation is provided as a unit price to be paid for the Project Diving Professional accumulated hours for generating the final dive inspection report submittal.
 - a) Report generation duration will be solely dependent upon the as-found, existing conditions and the deficiencies discovered during the inspection process.
- 6) Item #1000—All Construction Materials, Consumables, and Rental Invoices will be invoiced at cost plus ten percent (10%).
 - a) This will include any logistics, transportation, labor, and any other indirect costs incurred by Michels Marine. This includes a USCG approved barge, tugboat, and crew for assisting the dive team with the work scopes.
- 7) All furnished labor rates are per the *UBC NCSRC ACEA WTEC Greater WI Agreement*.
 - a) Michels Marine reserves the right to modify our pricing in compliance with the differing union agreement and/or amended prevailing wage rate(s).
- 8) Michels Marine requests a minimum, fourteen-calendar day (14-DAY) notice to mobilize and schedule services.
- 9) Mobilization payment will be based on percent complete of subcontract value and not percent complete of prime and/or subcontract value.
- 10) Diving submittals will be provided, upon request, as required by project specifications and based on the local ruling regulatory agency requirements.
- 11) Pricing is dependent upon the work occurring between 0700 and 1700, and a typical 10-HR workday will follow relatively the same pattern as described below:
 - a) Start of shift mission task (approximately 0700 to 0800), crew members will complete a morning Job Hazard Analysis Meeting, review the planned work scopes, perform any Lock Out/Tag Out procedures, and prepare all necessary tools and equipment for diving operations.
 - b) Daily mission task (roughly 0800 to 1600), divers complete their assigned work scope.
 - c) End of shift mission task (about 1600 to 1700), all dive team members will complete a debriefing meeting, breakdown, and store tools, remove applicable locks from isolations, and secure equipment. Additionally, all dive documentation will be completed according to regulations and customer requirements.
- 12) Michels Marine will assign a Designated Person in Charge (DPIC) for this project where the DPIC has the authority to determine factors which constitute a safe diving environment and safe working conditions.

- a) While diving operations are being performed, the DPIC will have full, complete operational authority including but not limited to starting and stopping diving activities.
- 13) Crew standby and/or project delays will be billed at the respective rates listed within the tables of *Table No. 1*.
- 14) All invoices will abide by NET 30 payment terms beginning from day sent, and any invoice not paid within thirty-days will be charged an additional three percent (3%) per month outstanding.
 - a) Michels Marine reserves the right to submit invoices on a weekly basis.
- 15) All diving personnel manning requirements are based upon guidance from the Occupational Safety and Health Administration (OSHA), U.S. Coast Guard, and the *Association of Diving Contractors International (ADCI) Consensus Standards, Edition 6.4*.
 - a) Depending on the work scopes, water depth, working elevation, water currents, and environmental conditions, additional personnel may be required to comply with Michels' Safe Practices Manual for Commercial Diving, OSHA and U.S. Coast Guard regulations, and the ADCI's diving operations guidance and recommendations.
- 16) Michels Marine will be briefed on and participate in any applicable lock-out/tag-out processes and other safety sensitive procedures to protect the dive team, and diving support equipment, during active work hours.
- 17) Sufficient personnel parking and staging will be made available, at no additional costs, for the dive team members as well as management or site-safety personnel representing Michels Construction, Inc.
- 18) Michels Marine reserves the right to determine factors which constitute a safe diving environment and safe working conditions including but not limited to water currents, weather, etc.
- 19) We will not accept responsibility, resulting in liquidated damages, for either non-performance or from unacceptable performance of work scopes not reviewed, assigned, or performed by Michels Marine.
- 20) Michels Marine reserves the right to review any new or modified project documents and/or site conditions to adjust our scope of work, pricing, and schedule to reflect new or modified documents and/or conditions.
- 21) This proposal assumes a coordinated construction schedule and mutually understood contract terms and conditions can be agreed upon by both City of Alpena and Michels Marine.
- 22) This proposal and scope of work must be fully incorporated in any contractual agreement and is to take precedence over any conflicting terms and agreements embodied in any other agreement or associated documents.
- 23) Any recommendations, within this proposal or in the field, are based upon constructability and our knowledge of successful repairs previously performed under comparable circumstances and/or conditions. A qualified individual shall review all recommendations for concurrence and verify the proposed method will perform effectively in compliance with appropriate design regulations and codes.
- 24) In the event the Michels Marine's supply chain, labor force, or Work is, directly or indirectly, delayed, suspended, or otherwise impacted in any manner as a result of, or in relation to, the novel Coronavirus outbreak, a COVID-19 infection or infections, mutations of the foregoing, or other widespread or infectious disease or illness or the response of any private organization or governmental entity in relation thereto, Michels Marine shall be entitled to a Change Order equitably adjusting its compensation and time for completing the Work to account for all impacts arising from such delay, suspension, or other impact.
- 25) Unless signed and returned as indicated, this proposal pricing will expire thirty-days (30-DAY) from the receipt of this proposal.

EXCLUSIONS:

In cooperation with City of Alpena, the Michels Marine Dive Team will provide underwater dive services as requested and/or directed by City of Alpena. Additional and ancillary underwater work scopes can be conducted if the water depth (s), crew requirements, necessary equipment, and diving mode (e.g., shallow water air diving, penetration operations, confined spaces, etc.) does not differ from the original work scope(s). The clarifications described above exclude all other scopes of work such as, but not limited to:

- 1) Specialty tooling – The provided pricing does not include specialty underwater tooling or services other than general surface supplied air diving equipment and a diving boat or trailer.
- 2) Ice mitigation and/or snow removal – All work is assumed to be completed in non-freezing or ice/snow-controlled conditions.
- 3) Delays due to navigational traffic – Crews are anticipated to work a full shift without interruption.
- 4) Permanent and/or construction materials – Including procurement, material testing, and warranties.
- 5) Traffic control, site security, barriers, fencing, tracking pads, street sweeping, road cleaning, etc.
- 6) Our work shall not be encumbered by utilities – Location, removal, protection, and/or relocation of conflicting utilities including but not limited to overhead and submerged structures that interfere with our work scopes.
- 7) Bonds, permits, and licenses to be obtained by others including any associated fees.

- 8) Escalations regarding labor, materials, equipment, etc.
- 9) Purchase, installation, or maintenance of turbidity barriers/curtains, monitoring systems, or other silt/sediment/contaminant control measures.
- 10) Water quality monitoring and/or testing.
- 11) Surveying – No type of surveying, whether terrestrial- or marine-based, has been included within this estimate.
- 12) Office trailers, sanitation facilities, potable water, disposal services, etc.
- 13) Working with or disposal of any hazardous or contaminated materials.
- 14) Labor premiums and equipment required for working within a contaminated environment.
- 15) Diving operations requiring decompression and/or depth premiums.
- 16) Owner and/or regulatory agency required oversight/management.
- 17) Environmental or aquatic exclusion windows – We assume this work will be non-restricted and take place during a period satisfactory to all regulatory agencies.

Michels Marine Dive Team members are certified commercial diving tradesmen and construction industry professionals with current CPR, First Aid, AED, and Emergency Oxygen Administer training. Each diver has graduated from an accredited commercial diving academy, or equivalent, and has passed an ADCI sanctioned dive physical within the past year. All diving operations will be performed in compliance with Michels' Safe Practices Manual for Commercial Diving in reference to the U.S. Coast Guard's Title 46 CFR Part 197, Subpart B (Commercial Diving Operations); OSHA Standard's 29 CFR Part 1910, Subpart T (Commercial Diving); U.S. Navy Diving Manual, Rev. 7; and ADCI Consensus Standards, Edition 6.4. The provided pricing supports a surface supplied air diving project scope utilizing a dive profile (diver bottom time) consistent with the U.S. Navy Diving Manual—Revision 7, *Table 9-7: No-Decompression Limits and Repetitive Group Designators for No-Decompression Air Dives*. In the event this project increases in complexity (e.g., scope changes, increased water depths, unfavorable environmental conditions, etc.), additional crewmembers and equipment may be required to complete the contracted work scopes which will result in additional costs beyond the provided unit rate(s).

Thank you for this opportunity. Should you require further details or if you have any questions, please do not hesitate to contact myself or our Senior Manager of Diving Operations, Hugh Murray (920.344.5639 or hmurray@michels.us).

Sincerely with kind regards,



Lawrence Jappe
Project Manager

Michels Construction, Inc. – Michels Marine

office: 920.924.4300 | cell: 920.392.2387 | email: ljappe@michels.us
PO Box 128 | 817 Main Street | Brownsville, WI 53006



CC: Hugh Murray (Michels Marine – Senior Manager of Diving Operations)
Cole Fairey (Michels Marine – Senior Project Manager of Diving and Marine Construction)

Acknowledged and Accepted by

Print Name: _____ Title: _____

Signature: _____ Date: _____

Upon review and acceptance of the information provided in this proposal, please sign and date where indicated and return via electronic format to the Michels Marine representative contained within the proposal signature line. Signing this document will constitute a mutual agreement and acknowledgement of the all terms and conditions presented by this proposal. Upon receipt and acceptance of this proposal, Michels Marine will work with your team in preparation of a contract.

Bids Due: July 11, 2023
Time: 2:00 p.m.

BID LIST
2023 Water Production Plant
Intake Inspections

Meridian Contracting Services
304 W. Chisholm Street
Alpena, MI 49707
989-354-4825
todd@mericon.net

Mainstream Commercial Divers, Inc.
322 CC Lory Drive
Murray, KY 42071
270-753-9654
jhancock@mainstreamdivers.com

Lake Erie Diving, Inc.
362 Blackbrook Road
Painesville, OH 44077
440-351-9472
pmurphy@lakeeriedivinginc.com

Northern Divers USA
1924 Main Street Road
Spring Grove, IL 60081
847-293-8465
frank@ndiversusa.com

Underwater Construction Corporation (UCC)
4295 N. Roosevelt Road
Stevensville, MI 49127
800-422-3935 Ext. 307
nstathakis@uccdive.com

Commercial Diving and Marine Services Inc.
1020 Wadhams Road
Kimball, MI 48074
800-722-0879
kmear@workingdiver.com

Solomon Diving
6450 Stadler Road
Monroe, MI 48162
734-242-4777
bret@solomondiving.com

Great Lakes Diving & Salvage
10476 Old 27 South
Waters, MI
989-731-3483
deepsea327@aol.com