

## ALPENA CITY COUNCIL MEETING

November 20, 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 and Closed Sessions of November 6, 2023.
5. **Public Comment** - 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 \$339,560.86 and Authorize Mayor Waligora and Clerk Soik to Sign the Warrant.
  - B. Renew the 2024 Property and Liability Insurance Policy with the Michigan Municipal League for \$152,245, Set to Expire on December 31, 2024.
  - C. Michigan Department of Transportation, Contract No. 23-5460, be Approved, and Mayor Waligora, and City Clerk Soik be Authorized to Sign the Contract on Behalf of the City.
  - D. Council Reappointment of Kathleen Melville-Hall and Griffin Saddler to the Recreation Advisory Board for a Three-Year Term to Expire on December 01, 2026.
8. **Presentations.**

Short-Term Rentals in the City of Alpena – Montiel Birmingham, Planning, Zoning and Development Director.
9. **Announcements.**
10. **Mayoral Proclamation.**
11. **Report of Officers.**
  - A. First Reading of Ordinance 23-499 Which Amends the City of Alpena Zoning Ordinance Article 5 (Zoning Districts) – Bill Pfeifer, City Attorney.
  - B. Third Reading of Ordinance No. 23-496 Which Expands the Boundaries of the Downtown Development Authority – Bill Pfeifer, City Attorney.
  - C. Third Reading of Ordinance No. 23-497 Which Adopts an Amended and Restated Downtown Development Authority Development and Tax Increment Financing Plan – Bill Pfeifer, City Attorney.
  - D. Mayoral Vacancy Discussion – Bill Pfeifer, City Attorney.

12. **Communications and Petitions.**
13. **Unfinished Business.**
14. **New Business.**
  - A. Digester Grind Pump Purchase and Variance of Purchasing Policy – Stephen Shultz, City Engineer.
  - B. 2023 Fair Avenue Reconstruction Project – Stephen Shultz, City Engineer.
  - C. 2023 Fire Hydrant Replacement – Stephen Shultz, City Engineer.
  - D. Culligan Plaza Water Fountain Wish Money – Stephen Shultz, City Engineer.
  - E. Selection of New Council Representative on Alpena County Land Bank Authority.
  - F. 2023 DDA Expansion Interlocal Agreement with the County of Alpena – Anne Gentry, DDA Executive Director.
  - G. Center Alleyway Closure – Anne Gentry, DDA Executive Director.
15. **Adjourn to Closed Session** to Discuss an Update Regarding Pending Litigation in the Michigan Tax Tribunal for the City of Alpena vs County of Alpena.
16. **Return to Open Session.**
17. **Adjournment.**



Rachel Smolinski  
City Manager

## **COUNCIL PROCEEDINGS**

**November 06, 2023**

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

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

Absent: None.

### **PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was recited.

### **APPROVAL OF THE AGENDA**

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

Motion carried 5-0.

### **MODIFICATION OF THE AGENDA**

Moved by Mayor Pro Tem Johnson, seconded by Councilmember Mitchell, to add a payment to GOC Enterprises in the amount of \$6,500 to the Consent Agenda, and an announcement from the Mayor to be added to New Business.

Motion carried 5-0.

### **MINUTES**

The minutes of the regular session of October 16, 2023, were approved as printed.

### **CONSENT AGENDA**

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

- A. Bills to be allowed, in the amount of \$502,423.51, and authorize Mayor Waligora and Clerk Soik to sign the warrant.
- B. Approval of a budget amendment request to increase the City Manager salary in the

amount of \$5,819.40 for the remainder of FY24.

C. \$6,500 Payment to GOC Enterprises.

Motion carried 5-0.

### **PRESENTATION**

Fire Chief, Robert Edmonds, recognized three citizens of the community (Jason Banny, Peter Gilbertson, and Thomas Krist) and three Alpena City Fire Department personnel (Doug Keogh, Abby Smith, and Chris Kinsey) for their roles in a successful CPR save of Mr. Keith Becker, an employee of Omni Metalcraft Corporation.

### **ORDINANCE NO. 23-498**

Moved by Mayor Pro Tem Johnson, seconded by Councilmember Walchak, to approve Ordinance No. 23-498 which modifies the [City of Alpena] zoning map and rezones a portion of 350 Pinecrest Street from R-2 to OS-1.

Motion carried 5-0.

### **WATER PRODUCTION PLANT INTAKE INSPECTION UPDATE**

City Manager Rachel Smolinski read an update of the water production plant intake inspection on behalf of City Engineer Stephen Shultz. The primary reason for the blockage was the failure of the chemical feed lines. With the lines not working, mussels collected at the intake openings which created further blockage.

### **RESIGNATION OF MAYOR WALIGORA**

Moved by Councilmember Nowak, seconded by Mayor Pro Tem Johnson, to regrettably accept the resignation of Mayor Matt Waligora effective December 31, 2023.

Motion carried 5-0.

### **RECESS**

The Municipal Council recessed from 6:17 p.m. to 6:20 p.m.



**RECONVENE IN CLOSED SESSION**

Moved by Councilmember Nowak, seconded by Mayor Pro Tem Johnson, to discuss (1) an update regarding pending litigation in the Michigan Tax Tribunal for [the City of] Alpena vs County of Alpena; and (2) pending or threatened litigation regarding Alpena Biorefinery.

Motion carried 5-0.

**RECONVENE IN OPEN SESSION**

The Municipal Council reconvened in open session at 6:57 p.m.

**ADJOURNMENT**

On motion of Mayor Waligora, seconded by Mayor Pro Tem Johnson, the Municipal Council adjourned at 6:58 p.m.

Matthew Waligora  
Mayor

ATTEST:

Anna Soik  
City Clerk

## INVOICE REGISTER

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EXP CHECK RUN DATES 11/21/2023 - 11/21/2023

BOTH JOURNALIZED AND UNJOURNALIZED

OPEN - CHECK TYPE: PAPER CHECK

VENDOR	INVOICE #	DESCRIPTION	AMOUNT
A-1 TREE SERVICE	23-293	BAGGED LAWN & LEAF PICK-UP 10/23	10,100.00
AIRGAS USA LLC	9143408229	SUPPLIES - EMS DISP	52.14
AIRGAS USA LLC	5503094286	CYLINDER RENTAL - FIRE/EMS	21.27
ALL MARINE AND STORAGE LLC	667	TRAVEL LIFT STORAGE SVCS - MARINA	7,575.15
ALL MARINE AND STORAGE LLC	685	TRAVEL LIFT STORAGE SVCS - MARINA	1,275.00
ALL MARINE AND STORAGE LLC	188	TRAVEL LIFT/STORAGE SVCS - MARINA	557.97
ALPENA AREA CHAMBER OF COMMERCE	24584	LEADERCAST - ENG	40.00
ALPENA COUNTY TREASURER	111523	IT CONTRACTED SVCS 11/23	8,615.00
ALPENA DIESEL SERVICE	79407	VEH MAINT - EQ	2,961.99
ALPENA DIESEL SERVICE	79418	VEH MAINT #46	134.71
ALPENA DIESEL SERVICE	76902	VEH MAINT - EQ	488.95
ALPENA DIESEL SERVICE	79445	VEH MAINT #46	110.08
ALPENA LAWN CARE & MAINTENANCE	5276	MOWING - CODE ENFORCEMENT	100.00
ALPENA SUPPLY CO	S100560031.001	MAINT - MARINA	11.06
ALPENA SUPPLY CO	S100559707.001	MAINT - MARINA	33.52
AMAZON CAPITAL SERVICES INC	191K-3Y7V-RRPH	UNIFORMS - POL	72.44
AMAZON CAPITAL SERVICES INC	1FN9-C7GY-1C1L	SUPPLIES - POL/FIRE/EMS	47.98
AMAZON CAPITAL SERVICES INC	1HLW-CMG9-RKP6	SUPPLIES - INSP	45.03
AMAZON CAPITAL SERVICES INC	1PWD-JTTK-R1CG	SUPPLIES - ENG	(17.60)
AMAZON CAPITAL SERVICES INC	1HLW-CMG9-DDKN	SUPPLIES - DPW	249.00
AMAZON CAPITAL SERVICES INC	14LH-V3GJ-VJM3	SUPPLIES - ENG	77.26
AMAZON CAPITAL SERVICES INC	1L9J-6TLQ-Q7WD	SUPPLIES - ENG	29.37
AMAZON CAPITAL SERVICES INC	1C1L-9HDY-6PMQ	SUPPLIES - DPW	106.99
AMAZON CAPITAL SERVICES INC	16QT-YNFX-WNTH	SUPPLIES - DPW	44.35
AMAZON CAPITAL SERVICES INC	19LQ-1YJ9-DWYJ	SUPPLIES - DPW	47.96
ANNE GENTRY	111523	CONT ED - DDA	297.37
BALL TIRE & GAS INC	223218	VEH MAINT #27	351.16
BALL TIRE & GAS INC	223612	VEH MAINT #13	20.00
BALL TIRE & GAS INC	223777	VEH MAINT - EQ	115.80
BALL TIRE & GAS INC	224038	VEH MAINT - EQ	152.20
BALL TIRE & GAS INC	224111	VEH MAINT #48	351.16
BALL TIRE & GAS INC	224245	VEH MAINT #108	882.54
BALL TIRE & GAS INC	224355	VEH MAINT - POL	51.50
BERG ASSESSING & CONSULTING INC	23-0001324	ASSESSING CONTRACTED SVCS 11/23	8,333.33
BIT DIRECT INC	5032338	SUPPLIES - IT	1,619.90
BOUND TREE MEDICAL LLC	85135766	SUPPLIES - EMS DISP	672.66
BRUCE TILLINGER	110623	PLUMBING INSP SVCS 10/23	923.20
BRUCE TILLINGER	110623B	MECH INSP SVCS	3,972.00
CARQUEST AUTO PARTS	492278	VEH MAINT - EQ	(40.19)
CARQUEST AUTO PARTS	492639	VEH MAINT - CRR	4.65
CARQUEST AUTO PARTS	493620	VEH MAINT - FIRE/EMS	2.62
CARQUEST AUTO PARTS	493621	VEH MAINT - POL	2.62
CARQUEST AUTO PARTS	493622	SUPPLIES - EQ	414.05
CARQUEST AUTO PARTS	493623	VEH MAINT - TRAVEL CAR	2.62
CARQUEST AUTO PARTS	493624	VEH MAINT #107	170.43
CARQUEST AUTO PARTS	493665	VEH MAINT #42	53.35
CARQUEST AUTO PARTS	493798	VEH MAINT #124	525.63
CARQUEST AUTO PARTS	493950	VEH MAINT #47	9.62
CARQUEST AUTO PARTS	494034	VEH MAINT - EQ	(90.00)
CARQUEST AUTO PARTS	494186	VEH MAINT - EQ	25.44
CARQUEST AUTO PARTS	494213	SUPPLIES - EQ	9.18
CARQUEST AUTO PARTS	494240	VEH MAINT - EQ	3.95
CHARTER COMMUNICATIONS	005054301110123	WATER TOWER INTERNET SIGNALS	627.88
CHEMTRADE CHEMICALS US LLC	93623650	ALUMINUM SULFATE - WATER	6,884.46
CIVIC PLUS	282448	FEES - TREAS	25.33
COLUMN SOFTWARE PBC	35725COA-0118	PUBLISHING/ADVERTISING - C/T	472.73
CONTINENTAL LINEN SERVICE	70483 11/23	RUG/UNIFORM CONT 11/23	784.74
CONTROL SOLUTIONS INC	14108CW	MAINT - CH	115.00
DEAN ARBOUR FORD LINCOLN MERCURY	39195	VEH MAINT - EQ	219.29
DEAN ARBOUR FORD LINCOLN MERCURY	39194	VEH MAINT - EQ	11.45
DEAN ARBOUR FORD LINCOLN MERCURY	39187	VEH MAINT - EQ	39.00
DEAN ARBOUR FORD LINCOLN MERCURY	181997	VEH MAINT - EQ	559.86
DELL MARKETING LP	10703656053	NEW PCS ACCORDING TO SPECS	24,728.51
DORNBOS SIGN & SAFETY INC	INV72637	SIGNS - MAJ/LOC ST	103.93
DTE ENERGY	112123	NATURAL GAS - DDA	84.70
EAGLE SUPPLY CO	127310	SUPPLIES - FIRE/EMS	43.50
EAGLE SUPPLY CO	127011	SUPPLIES - POL/FIRE/EMS	45.00
EJ USA	110230081371	5BR250 FIRE HYDRANT 6'6"	9,852.30
EMERGENCY VEHICLE PRODUCTS	0018082	TEST - FIRE/EMS	1,730.00
EMERGENCY VEHICLE PRODUCTS	0018081	TESTING - FIRE/EMS	994.65
ENTERPRISE FM TRUST	601670-110423	VEHICLE LEASE - TRAVEL VEH/EQUIP FUND	9,297.74
FITZPATRICK'S HARDWARE	5527509	VEH MAINT - EQ	155.40

## INVOICE REGISTER

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EXP CHECK RUN DATES 11/21/2023 - 11/21/2023

BOTH JOURNALIZED AND UNJOURNALIZED

OPEN - CHECK TYPE: PAPER CHECK

VENDOR	INVOICE #	DESCRIPTION	AMOUNT
FITZPATRICK'S HARDWARE	5530262	SUPPLIES - EQ	11.98
FITZPATRICK'S HARDWARE	5532956	SUPPLIES - FIRE/EMS	34.99
FITZPATRICK'S HARDWARE	5549498	SUPPLIES - MARINA	7.29
FITZPATRICK'S HARDWARE	5551021	MAINT - MARINA	11.96
FITZPATRICK'S HARDWARE	5552795	SUPPLIES - MARINA	53.73
FRANCIS ROSINSKI	110623	ELECTRICAL INSP SVCS 10/23	1,363.20
FRANKS KEY & LOCK SHOP INC	47911	SUPPLIES - CEM	32.90
FRANKS KEY & LOCK SHOP INC	48065	SUPPLIES - DPW	10.89
FREESE HYDRAULICS & EQUIP REPAIR	44950	VEH MAINT - EQ	2,881.50
FREESE HYDRAULICS & EQUIP REPAIR	44981	VEH MAINT - EQ	1,100.50
FREESE HYDRAULICS & EQUIP REPAIR	44992	VEH MAINT - EQ	45.00
FRONTIER	4175 11/23	TELEPHONE - PSF	40.58
FRONTIER	7204 11/23	ELEVATOR TELEPHONE - CITY HALL	59.00
FRONTIER	7430 11/23	TELEPHONE LANDLINE	59.00
FRONTIER	2793 11/23B	TELEPHONE - POL/FIRE/EMS	111.00
GFL ENVIRONMENTAL	0063350602	DUMPSTER CHARGES 10/23	2,159.96
HALLS SERV-ALL	103123	RENTAL FEE - PARKS	4,271.25
HAVILAND	488467	SODIUM HYPOCHLORITE	10,002.39
HUBBELL ROTH & CLARK	0211845	WPP CLEAR WELLS	22,608.54
HUBBELL ROTH & CLARK	0208104	WPP CLEAR WELLS	18,487.91
INK AND TONER ALTERNATIVE	23-3438	SUPPLIES - IT	83.78
INTERSTATE BATTERY MID MICHIGAN	23433941	VEH MAINT - EQ	649.00
JCI JONES CHEMICALS INC	927020	ANNUAL CHEMICAL PURCHASE - WATER TRI	10,232.64
JOE ROMEL	1	SUPPLIES - DDA	1,524.00
JOHN BRODZIAK	03-140	WORK APPAREL ALLOW - DPW	157.37
JOHN BRODZIAK	102023	WORK APPAREL ALLOW - DPW	83.61
KATHLEEN SAUVE	110923	MILEAGE - PLANNING	25.55
KENDALL ELECTRIC INC	S113623343.001	SUPPLIES - PARKS	110.79
KENDALL ELECTRIC INC	S113550482.001	SUPPLIES - LIGHTS	495.85
KEVIN ALEXANDER	112123	WORK APPAREL - DPW	4.19
LEXIPOL LLC	INV/PRA120132	CONT ED - FIRE/EMS	2,113.56
LOGAN KEMP	110923	MILEAGE - PLANNING	26.20
MARIA KINNEY	2317	GRAPHIC DESIGN - DDA	380.00
MICHIGAN PIPE & VALVE	T031209	STORES - CURB STOP/BUFF BOX	1,980.00
MICHIGAN PIPE & VALVE	T031208	STORES - FERNCO/MISC	2,330.00
MICHIGAN STATE FIREMEN'S ASSOC	112123	2024 MEMBERSHIP DUES	75.00
MICHIGAN STATE POLICE	551-625355	SOR REGISTRATION - POLICE	30.00
MILLER OFFICE MACHINES	AR26289	COPIER MAINT - CH	64.86
MILLER OFFICE MACHINES	AR26288	COPIER MAINT - PSF	199.24
MILLER OFFICE MACHINES	AR26487	SUPPLIES - DDA	61.76
MY MICHIGAN MEDICAL CENTER ALPENA	730	SUPPLIES - EMS DISP	1,080.00
NICOLET NATIONAL BANK	600001803 11/23	PROPERTY PURCHASE - DDA	1,317.81
NORTHERN CLEANING & MAINTENANCE	110123	MAINT - DDA	110.00
NYE UNIFORM COMPANY	868289	UNIFORMS - POL	257.51
OFFICE DEPOT	28514888	SUPPLIES - POL/FIRE/EMS	61.03
OMEGA ELECTRIC & SIGN CO INC	29131	UNIFORMS - FIRE/EMS	100.00
PRESQUE ISLE ELECTRIC & GAS CO	5633800001 11/23	ELECTRIC - AIRBASE	74.81
QUALITY HEATING & COOLING	474	MAINT - MARINA	3,008.71
R W MERCER COMPANY INC	242233	WINTERIZE FUEL SYSTEM - MARINA	1,096.30
ROGER A DORR	111423	FEES - TREASURER	52.46
ROGER A DORR	2291	FEES - TREASURER	27.96
ROGER A DORR	2294	FEES - TREASURER	29.92
ROGER A DORR	2293	FEES - TREASURER	29.92
ROGER A DORR	2292	FEES - TREASURER	31.88
SAVANNAH PETERSON	111523	REIMB - DDA	31.80
SEVAN K INC	303 10/23	VEH MAINT - POL	135.40
SEVAN K INC	313 10/23	VEH MAINT - POL	182.80
SIDNEY OAKLEY	110723	REIMB - LOC ST	150.00
SIRCHIE ACQUISITION CO LLC	0618972-IN	SUPPLIES - POL	31.50
SIRCHIE ACQUISITION CO LLC	0616911-IN	SUPPLIES - POL	47.25
STANDARD ELECTRIC CO	4085546-00	BLDG MAINT - FIRE/EMS	31.05
STANDARD ELECTRIC CO	4085055-00	MAINT - LIGHTS	143.33
STATE OF MICHIGAN	CARE1591REIM240	CONST - MAJ ST	31,340.82
STERICYCLE INC	8005020456	SHRED CONTAINER RENT/SVCS 10/23	101.14
STERICYCLE INC	8004704754	SHRED CONTAINER RENT/SVCS - 09/23	100.02
STEVE GILMORE	110923	MILEAGE - PLANNING	27.51
SUPERIOR IMAGE CLEANING	12593	CUSTODIAL SERVICES - WOODWARD	1,391.80
SUPERIOR IMAGE CLEANING	12596	CUSTODIAL SERVICES - STARLITE	1,816.97
SUPERIOR IMAGE CLEANING	12609	CUSTODIAL SERVICES - MARINA	1,333.00
TEMPEST ENTERPRISES LLC	8482	WWTP SCADA	5,179.68
THUNDER BAY ELECTRIC INC	233582	MAINT - LIGHTS	944.00
THUNDER BAY ELECTRIC INC	233583	MAINT - DPW/PARKS	372.51

# INVOICE REGISTER

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EXP CHECK RUN DATES 11/21/2023 - 11/21/2023

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OPEN - CHECK TYPE: PAPER CHECK

VENDOR	INVOICE #	DESCRIPTION	AMOUNT
TRACTOR SUPPLY CREDIT PLAN	100796873	SUPPLIES - DPW	69.96
TRACTOR SUPPLY CREDIT PLAN	100793567	VEH MAINT - EQ	1,229.98
TRACTOR SUPPLY CREDIT PLAN	200169764	SUPPLIES - MARINA	83.99
TRANSUNION RISK AND ALTERNATIVE	200116-202310-1	SUBSCRIPTION - POL	75.00
VEOLIA WATER CONTRACT OPERATIONS	9000118651	CONTRACT OPERATIONS 09/23	31,061.58
VERIZON WIRELESS	9948916815	CELL PHONES	444.43
VERIZON WIRELESS	9948916816	CELL PHONES/IPADS	2,544.09
VISA/ELAN FINANCIAL SERVICES	3610 11/23	ELECTRIC/SUPP/CONT ED/BEAUT/DUES/COM	945.10
VISA/ELAN FINANCIAL SERVICES	0572 11/23	LODGING/MEALS/SUPP - POL	742.52
VISA/ELAN FINANCIAL SERVICES	0336 11/23	MEALS/TRACKER - FIRE/EMS	170.84
VISA/ELAN FINANCIAL SERVICES	5087 11/23	SUPPLIES/SUBSCRIPTION/MAINT - CM/IT	917.94
VISA/ELAN FINANCIAL SERVICES	4688 11/23	LODGING - INSP	296.40
VISA/ELAN FINANCIAL SERVICES	1418 11/23	SUPPLIES - DPW	201.39
VISA/ELAN FINANCIAL SERVICES	4503 11/23	TELEPHONE LANDLINES/SEC CAM/MAINT - IT	807.56
WALMART-CAPITAL ONE	112623	SUPPLIES - FIRE/EMS	288.03
WELLS FARGO	5027391776	COPIER LEASE - DDA	72.13
WEST SHORE FIRE INC	31279	SUPPLIES - FIRE/EMS	83.80
WEX BANK/SPEEDWAY	92956658	GAS/FUEL-POL/FIRE/EMS/EQ/VEOLIA	12,801.71
Total:			295,848.19

CHECKS RAN ON 11/13/23

41,445.34

LTD/LIFE PAID 11/28/23

2,267.33

TOTAL FOR 11/20/23 COUNCIL MEETING

339,560.86

**INVOICE REGISTER**

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EXP CHECK RUN DATES 11/13/2023 - 11/13/2023

BOTH JOURNALIZED AND UNJOURNALIZED

OPEN - CHECK TYPE: PAPER CHECK

VENDOR	INVOICE #	DESCRIPTION	AMOUNT
ALPENA POWER COMPANY	111323	ELECTRIC	33,656.14
CITY OF ALPENA	1271-001 10/23	SEW/WATER MICH-E-KE-WIS	540.66
CITY OF ALPENA	4397-001 10/23	SEW/WATER - CEMETERY	36.66
CITY OF ALPENA	4398-001 10/23	SEW/WATER - CEMETERY	78.66
CITY OF ALPENA	4528-001 10/23	SEW/WATER - PSF	3,556.66
CITY OF ALPENA	4709-001 10/23	SEW/WATER - CEMETERY IRR	40.00
CITY OF ALPENA	6656-001 10/23	SEW/WATER - PSF ANNEX	36.66
CITY OF ALPENA	8110-001 10/23	SEW/WATER - STARLITE PROM	466.66
CITY OF ALPENA	8111-001 10/23	SEW/WATER - STARLITE	1,012.19
CITY OF ALPENA	8111-002 10/23	SEW/WATER - STARLITE SPLASH PARK	2,021.05
Total:			41,445.34

# Memorandum



Date: November 15, 2023

To: Mayor Waligora and Municipal Council Members

From: Anna Soik<sup>KS</sup>, Clerk/Treasurer/Finance Director

Subject: Property and Liability Insurance Renewal

Attached is the 2024 renewal with the Michigan Municipal League for property and liability insurance in the amount of \$152,245. The premium increased by \$7,107 or 4.8% due to a Michigan Catastrophic Claims Association fee increase, an increase in the City's loss ratio from 5% to 61%, an increase in MML property rate, an increase in City payroll which is used as the rating base for general liability and public officials' liability, and the addition of another Police Officer.

The estimated 2024 dividend is \$3,075, which is 25% of the approved annual dividend. Next year, the City will receive 50%. Last year, the City received 10%.

The service that we receive from the MML continues to be excellent. They are very easy to work with and very responsive. There is a sufficient amount in the budget to accommodate the increase. As such, it is my recommendation to renew the policy for 2024.

**Recommended Motion:** Move to renew the 2024 property and liability insurance policy with the Michigan Municipal League for \$152,245, set to expire on December 31, 2024.



michigan municipal league

# Liability & Property Pool

Renewal Summary

for the

# City of Alpena

Connie M. Monson  
MML Liability & Property Pool  
(877) 370-8892

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***This proposal is intended to be only a summary of coverages and services. For specific details on coverage terms and conditions, please refer to the Michigan Municipal League Liability and Property Pool coverage document.***



# Executive Overview

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The Michigan Municipal League Liability and Property Pool has been a stable source of comprehensive municipal insurance and risk management services since 1982. It is financially secure and positioned for long-term stability. The **City of Alpena** has been a Pool member since **January 1, 2022**.

The Pool staff is made up of municipal insurance experts. Municipal risk management is our only business, and we're proud of it!

The Pool provides insurance coverage designed specifically for Michigan municipal exposures, combined with a package of loss control programs, claims administration, legal defense and membership services that you won't find anywhere else in Michigan.

This renewal summary is based on the the limits of coverage requested by the **City of Alpena**. Higher limits may be available, subject to underwriting review by Pool Management. Please submit requests for higher limits in writing to your Account Executive. Your request will be considered by Pool Management.

The insurance and related services described more fully in this summary are being offered to the **City of Alpena** for an annual premium of **\$152,245**.

When compared to last year's cost of \$145,138 it represents a premium increase of **\$7,107 or 4.8%**. This increase is due auto MCCA (Michigan Catastrophic Claims Association) State fee increased \$36 per vehicle and is currently \$122 per vehicle. MML pays this \$122 fee to the State of Michigan. City's loss ratio went from 5% in 2022 to 61% in 2023. MML property rate increased 6 cents due to the increased number of property claims experienced by the MML program. Property claims are primarily due to storm damage.

**2024 MML Dividend** - Board of Trustees voted to return another post-renewal dividend for Members renewing in 2023. The **City of Alpena** estimated dividend return is **\$3,075**. Actual dividend amounts will not be calculated until year end. The City will receive this dividend in the month following payment of your 2024 renewal premium.

Thank you for being a Pool member. We look forward to servicing your risk management program for many years to come.

## **Our Mission**

**To be a long-term, stable, cost-effective risk management alternative for members of the Michigan Municipal League Liability and Property Pool.**

# Introduction

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## ***What You Can Expect Of Us***

- ✓ A commitment to learn, understand and respond to your insurance needs;
- ✓ Continuous planning and innovation in product development and service delivery;
- ✓ Products that meet your needs in terms of price, coverage and service;
- ✓ Prompt, accurate, and courteous response to your questions, problems and claims; and
- ✓ Knowledgeable and professional staff serving your needs consistently and with integrity.

## ***Your Pool Insures More Than . . .***

- |                                |                                  |
|--------------------------------|----------------------------------|
| ✓ 433 Public Entity Members    | ✓ 195 Water Utilities            |
| ✓ 139 Fire Departments         | ✓ 218 Sewer Utilities            |
| ✓ 170 Law Enforcement Agencies | ✓ 24 Municipal Marinas           |
| ✓ 2,195 Police Officers        | ✓ \$5 Billion of Property Values |
| ✓ 5,772 Miles of Streets/Roads | ✓ 206 Water Service Operations   |
| ✓ 6,950 Vehicles               | ✓ 17 Dams                        |
| ✓ 16 Electric Utilities        |                                  |

These local communities are current Pool members:

City of Traverse City  
City of Harbor Springs  
City of Rogers City



## Coverage and Cost Summary City Of Alpena

Effective 01-01-2024 to 01-01-2025

Coverages	Limit of Liability	Aggregate Limit	Per Occurrence Deductible
Municipal General Liability (Coverage A)	\$10,000,000	N/A	\$2,500
Donald H. Gilmet, Building Inspector	\$10,000,000	N/A	\$2,500
Sewer Back-Up Sublimit	\$100,000	\$100,000	\$0
Personal Injury Liability (Coverage B)	\$10,000,000	N/A	\$2,500
Medical Payments (Coverage C)	\$10,000	N/A	N/A
Public Officials Liability (Coverage D)	\$10,000,000	N/A	\$5,000
Donald H. Gilmet, Building Inspector	\$10,000,000	N/A	\$2,500
Law Enforcement Liability (Coverages A, B, and D)	\$10,000,000	N/A	\$10,000
Employee Benefit Liability	\$1,000,000	\$1,000,000	\$2,500
Fire Legal Liability	\$100,000	N/A	N/A
Cyber Liability & Data Breach Response	\$100,000	\$100,000	See Declaration
Dam Liability	No Coverage	N/A	N/A
Marina Operator Liability Per Vessel: \$1,000,000	\$1,000,000	N/A	\$2,500
Uninsured/Underinsured Motorists Coverage	\$500,000	N/A	\$0
Automobile Liability (Coverages A and B)	\$10,000,000	N/A	\$0

# Vehicles	Comp	Coll
1	\$250	\$250
1	NO COV	NO COV
80	\$250	\$1,000

Agreed Amount, if applicable 18 Vehicles for a total of \$3,638,296

*Coverages A, B, and D are provided with a combined single limit of liability. The most the Pool will pay for any one occurrence is \$10,000,000 regardless of the number of coverages involved in the occurrence.*

### Property

Property - Blanket Basis	\$78,409,750	N/A	\$500
Boiler and Machinery	Included	N/A	\$500
Building(s)	Included	N/A	\$500
Cemetery Property - up to \$500 per headstone	# Plots: 5,703	N/A	\$500
Contents	Included	N/A	\$500
Property in the Open	Included	N/A	\$500
Protection & Preservation	Included	N/A	N/A
Property - Actual Cash Value	N/A	N/A	N/A
Property - Limited Replacement Cost	N/A	N/A	N/A
Property - No Coverage	N/A	N/A	N/A



michigan municipal league  
Liability & Property Pool

## Coverage and Cost Summary City Of Alpena

Effective 01-01-2024 to 01-01-2025

Coverages	Limit of Liability	Aggregate Limit	Per Occurrence Deductible
Property - Replacement Cost	See Schedule	N/A	\$0
2022 Radar Sign Trailer, Serial No. 1B9AF5110NP825467	\$17,915	N/A	\$250
Accounts Receivable	\$100,000	N/A	\$250
Consequential Damage	\$100,000	N/A	N/A
Contractors Equipment	\$1,422,259	N/A	\$250
Debris Removal - the lesser of 25% of physical damage loss or	\$5,000,000	\$5,000,000	N/A
Demolition & Increased Costs of Construction Limit	\$100,000	N/A	N/A
Earth Movement	\$2,000,000	\$2,000,000	\$5,000
Electronic Data Processing Equip	\$250,000	N/A	\$250
Expediting Expense	\$100,000	N/A	N/A
Extra Expense	\$100,000	N/A	N/A
Fine Arts	\$100,000	N/A	\$250
Fire Department Equipment	\$400,093	N/A	\$250
Flood (Except for Members located in Flood Zone A, AO, AH, A1-A999, AE, or AR)	\$1,000,000	\$1,000,000	\$5,000
Fungal Pathogens	\$25,000	\$25,000	\$250
Loss of Income	\$100,000	N/A	N/A
Loss of Rents	\$100,000	N/A	N/A
North Riverfront Fence	\$44,900	N/A	\$250
Ornamental Trees, Shrubs, Plants or Lawn	\$5,000	\$10,000	\$250
Personal Effects & Property of Others	\$500	\$2,500	\$250
Police Equipment	\$100,000	N/A	\$250
Valuable Papers	\$100,000	N/A	\$250
<u>Comprehensive Crime Coverage</u>			
Employee Dishonesty Blanket/Faithful Performance	\$500,000	N/A	N/A
Computer Fraud	\$100,000	N/A	N/A
Depositors Forgery	\$100,000	N/A	N/A
Funds Transfer Fraud	\$100,000	N/A	N/A
Impersonation Fraud	\$100,000	N/A	N/A
Money and Securities Inside	\$100,000	N/A	N/A
Money and Securities Outside	\$100,000	N/A	N/A
Money Orders and Counterfeit Paper	\$100,000	N/A	N/A
<u>Bonds</u>			
Bond #: A Clerk / Treasurer / Finance Director	\$100,000	N/A	N/A

## ***Your Team of Experts***



Connie Monson  
MML Account Executive  
(877) 370-8892



Michael J. Forster  
Pool Administrator  
(734) 669-6340



Joan Opett  
(248) 204-8579



Katelyn Petracca  
(248) 204-6160

Customer Service Representatives



Christopher Flechsig  
Claims Supervisor  
(810) 844-8146



Matt Hines  
Loss Control Supervisor  
(248) 791-4371

## ***Benefits of Pooling with the MML***

- ✓ Proven long-term availability and stability
- ✓ Broad coverage document written specifically for Michigan municipalities
- ✓ Services tailored to unique needs of Michigan municipalities
- ✓ Member assets controlled by an elected Board of municipal officials
- ✓ Equitable rating based on Pool experience in Michigan
- ✓ Aggressive defense strategy – positive impact on case law
- ✓ Professional, dedicated, and experienced local management, oversight and service
- ✓ Decisions made and problems resolved by a group of your peers
- ✓ Investment income and underwriting surplus used to benefit members
- ✓ Lower expenses through tax-exempt and non-profit status
- ✓ Special loss avoidance training sessions including:
  - ✓ Safety aspects of emergency vehicle operations
  - ✓ Accident investigation for supervisors
  - ✓ Confined spaces training

**The advantages of pooling can be summarized by:**

**Service + Control + Value**

## **The City of Alpena Has . . .**

- ✓ \$78,409,750 of total values for real and personal property
- ✓ \$6,102,885 Annual Payroll
- ✓ 17 Law Enforcement Officers
- ✓ 82 Vehicles
- ✓ 18 Police and Fire vehicles with Agreed Value

## ***Increased Liability Limits***

We cannot guarantee the adequacy of any limit of liability. Due to the following factors, it may be prudent to consider higher limits:

- ✓ Increased jury awards in your jurisdiction
- ✓ Increased litigation trends
- ✓ Protection of tax base against judgments in excess of your policy limits

If you are interested in increasing your liability limits, please contact your Account Executive.

# Highlights of Coverages Provided

## Who Is Insured?

The Pool member entity, elected and appointed officials, employees and authorized volunteers, and any person officially appointed to a Board or Commission

## General Liability

In addition to standard liability coverages (bodily injury, property damage, products and completed operations) the Pool provides coverages that municipalities need on an **occurrence basis with no aggregate liability limits**:

- ✓ Liability resulting from mutual aid agreements
- ✓ Premises medical payments
- ✓ Host liquor liability
- ✓ Watercraft liability, owned less than 26' and non-owned less than 50'
- ✓ Special events **excluding** -
  - Fireworks (unless endorsed)
  - Liquor Liability
  - Mechanical Amusement Rides
- ✓ Fire legal liability for real property
- ✓ Ambulance and EMT malpractice

### **Fireworks Coverage Options: (Fireworks application must be completed before coverage is endorsed)**

1. The MML Liability & Property Pool is primary (the Member is not added as an additional insured on a pyrotechnician's coverage):

Annual Aggregate Sublimit

\$500,000

\$1,000,000

Additional Premium

Yes

Yes

2. The MML Liability & Property Pool is excess (the Member is added as an additional insured on a pyrotechnician's coverage):

**NO ADDITIONAL PREMIUM**

- ✓ Athletic participation liability
- ✓ Employee benefit liability
- ✓ Cemetery operations coverage
- ✓ Marina Operators coverage available
- ✓ Up to \$10 million in liability limits available
- ✓ Pollution coverage for Hazardous Response Teams
- ✓ Cyber Liability and Data Breach Response Coverage – as described on MMLCYD (09/17)

## General Liability Exclusions . . .

The following is a partial list of general liability coverage exclusions. Consult the coverage document for the complete listing:

- ✓ Pollution (except for Hazmat operations).
- ✓ Nuclear energy / nuclear material hazards
- ✓ Expected or intended injury
- ✓ Breach of contract
- ✓ Failure of dams (unless endorsed)
- ✓ Backup of Sewers and Drains (**exception -- \$100,000 Annual Aggregate Sublimit for Sewer and Drain Liability**)
- ✓ Aircraft Liability – (Unless Endorsed -- Limited Coverage for Unmanned Aircraft—MML236)
- ✓ Contractual Liability
- ✓ Failure to supply utilities
- ✓ Electromagnetic radiation
- ✓ Medical malpractice for doctors and physicians
- ✓ Criminal activity--Intentional acts w/knowledge of wrongdoing



## **Cyber Liability and Data Breach Response Coverage**

- ✓ Information Security and Privacy Liability
- ✓ Privacy Breach Response Services
- ✓ Regulatory Defense and Penalties
- ✓ Website Media Content Liability
- ✓ PCI Fines, Expenses and Costs
- ✓ Cyber Extortion
- ✓ First Party Data Protection
- ✓ First Party Business Interruption

## **Public Officials Liability Coverage**

“Wrongful Acts”, including intentional acts, defined as any actual or alleged error, misstatement, act of omission, neglect or breach of duty including:

- ✓ Neglect of duty
- ✓ Zoning defense and land use litigation
- ✓ Malfeasance
- ✓ Violation of civil rights
- ✓ Discrimination
- ✓ Employment practices
- ✓ Misfeasance
- ✓ Cable TV broadcasting

## **Public Officials Liability Exclusions**

The following is a partial list of public officials’ liability coverage exclusions. Consult the coverage document for the complete listing:

- ✓ Pollution and Nuclear Energy
- ✓ Fraud, dishonesty, intentional and criminal acts
- ✓ Failure to purchase coverage or adequate coverage
- ✓ Return of governmental grants or subsidies
- ✓ Intentional acts with knowledge of wrongdoing
- ✓ Eminent domain / takings
- ✓ Illegal profit
- ✓ Labor union actions
- ✓ ERISA violations
- ✓ Backup of Sewers and Drains

## **Personal Injury & Advertising / Broadcasters Liability Coverage**

- ✓ Mental anguish and stress
- ✓ Libel, slander or defamation of character; violation of an individual’s right of privacy
- ✓ Proactive services for non-monetary damage claims

## **Police Professional Liability Coverage**

Police Professional Liability coverage is contained within the General Liability and Public Official Liability Coverage Parts

- ✓ Discrimination
- ✓ Violation of civil rights
- ✓ Jail operations
- ✓ False arrest, detention or imprisonment, or malicious prosecution
- ✓ Wrongful entry or eviction or other invasion of the right of private occupancy
- ✓ Assault or battery
- ✓ Improper service of suit
- ✓ Coverage assumes officers act with intent

## Property Coverage

In addition to covering buildings, contents and personal property, the Pool provides:

- ✓ Blanket coverage -- All member-owned property insured (unless specifically excluded)
- ✓ Coverage based on ownership rather than on a “schedule on file” avoids coverage gaps due to errors or oversight
- ✓ Property of others in custody of the Member for which the Member has an obligation to provide coverage
- ✓ Boiler & Machinery coverage, including Boiler certification inspections
- ✓ Replacement Cost or Actual Cash Value available
- ✓ Fungal Pathogens (Mold) Limited Coverage
- ✓ Demolition/increased cost of construction
- ✓ No coinsurance
- ✓ Valuable papers
- ✓ Loss of Rents
- ✓ Property in the open
- ✓ Extra expense
- ✓ Expediting expense

## Property Exclusions

The following is a partial list of property coverage exclusions. Consult the coverage document for the complete listing:

- ✓ Nuclear reaction/ contamination
- ✓ War
- ✓ Cyber Risk
- ✓ Fungal Pathogens (Mold) excess of sub-limit
- ✓ Failure to supply utilities
- ✓ Transmission Lines and Poles
- ✓ Dishonest acts
- ✓ Acts of Terrorism excess of Pool's Aggregate Sublimit -- MMLC TR (9/1/10)
- ✓ Wear and tear
- ✓ Computer failures/ viruses

**Only one deductible applies to claims involving two or more property coverages.**

## **Comprehensive Crime Coverage**

- ✓ Employee Dishonesty/ Faithful Performance of Duty coverage provided on a blanket basis
- ✓ Loss Inside the Premises
- ✓ Loss Outside the Premises
- ✓ Money Orders/ Counterfeit Currency
- ✓ Depositors Forgery
- ✓ Position Fidelity Bonds
- ✓ Computer Fraud
- ✓ Funds Transfer Fraud

## **Automobile Coverage Highlights**

### **What Is Covered?**

Coverage is afforded while operating land motor vehicles, trailers or semi-trailers designed for travel on public roads.

### **Auto Coverages Provided**

- ✓ Michigan No-Fault Coverage, includes mini-tort coverage for no extra charge
- ✓ Excess protection for use of personal automobile for municipal business
- ✓ Uninsured motorist for municipally owned vehicles
- ✓ Underinsured motorists
- ✓ Non-owned and hired auto
- ✓ Comprehensive - actual cash value basis
- ✓ Collision - actual cash value basis
- ✓ Volunteer firefighter auto accident liability coverage
- ✓ Agreed value coverage for emergency vehicles is available
- ✓ Fire or Rescue Vehicle Rental Reimbursement Coverage

# Pool Risk Management Services

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- ✓ Review and service of all municipal insurance matters
- ✓ Public entity experts address various liability issues
- ✓ Aggressive, member-oriented defense strategy
- ✓ Former police officials address law enforcement risks
- ✓ Physical inspection by municipal loss control consultants
- ✓ Law enforcement risk control programs (LEAF and LERC)
- ✓ Property appraisal services available

## **Online Services**

[www.mml.org](http://www.mml.org) (click on the *Insurance* button) – offers Pool members an outstanding resource for municipal risk management information and self-help tools in one attractive, simple-to-navigate location. File a claim on line. Download your renewal application. Request a loss control service visit. E-mail us a question. Other services available online:

- ✓ Online Forms (including Sewer Backup Sample Documents)
- ✓ Risk Resources:
  - ✓ Risk Control Solutions
  - ✓ Safety & Health Manual
  - ✓ Risk Management is Good Management Program
  - ✓ Law Enforcement Newsletters
  - ✓ Access to Safetysurance website -- <http://www.safetysurance.com/>
- ✓ MML Pool Audited Financial Statements
- ✓ Intergovernmental Contract
- ✓ Board of Directors, Pool Administrator and Staff Profiles and Contact Information

# Membership Responsibilities

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Membership in the Michigan Municipal League Liability and Property Pool provides numerous benefits. Likewise, individual members have certain responsibilities to the other members, which are detailed in the Intergovernmental Contract. The following is a summary of the membership responsibilities. Please refer to the Intergovernmental Contract, Articles 5 and 6, for more information.

- ✓ If a Member intends to leave the Pool, the Member must send a written notice to the Pool at least 60 days prior to its next renewal date.
- ✓ A Member must pay its premium when due. The Pool must give each member 20 days written notice of intent to terminate membership for nonpayment of premium. Payment of premium before the 20 days notice is effective will entitle the Member to reinstatement.
- ✓ Members must maintain membership or associate membership status in the Michigan Municipal League.
- ✓ A Member will allow attorneys employed by the Pool to represent the Member in defense of any claim made against the Member within the scope of coverage provided by the Pool. A Member will cooperate with the assigned attorneys, claims adjusters, service company or other agents of the Pool relating to the defense of claims for which the Pool is providing coverage.
- ✓ A Member will follow loss reduction and prevention measures established by the Pool.
- ✓ A Member will report to the Pool as promptly as possible all incidents that the Member reasonably believes may result in a claim against the Member.

TED (F)  
NON FED

COM	
Control Section	EDF 04000
Job Number	218228CON
Contract No.	23-5460

THIS CONTRACT is made by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT;" and the CITY OF ALPENA, a Michigan municipal corporation, hereinafter referred to as the "REQUESTING PARTY;" for the purpose of fixing the rights and obligations of the parties in agreeing to the following improvements, in Alpena, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I," dated October 20, 2023, attached hereto and made a part hereof:

Hot mix asphalt cold milling and resurfacing along Long Rapids Road from Bagley Street to approximately 500 feet east of Long Rapids Plaza, including structure cover adjustments, concrete curb ramps and permanent pavement markings; and all together with necessary related work.

WITNESSETH:

WHEREAS, the State of Michigan is hereinafter referred to as the "State;" and

WHEREAS, the PROJECT has been approved for financing in part with funds from the State appropriated to the Transportation Economic Development Fund, hereinafter referred to as "TED FUNDS," qualifies for funding pursuant to PA 231, Section 11(2)(b); Public Act of 1987, as amended, and is categorized as:

#### CATEGORY "F" FUNDED PROJECT

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written contract.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The parties hereto shall undertake and complete the PROJECT in accordance with the terms of this contract.

2. The term "PROJECT COST," as herein used, is hereby defined as the cost of the physical construction necessary for the completion of the PROJECT.

The costs incurred by the REQUESTING PARTY for preliminary engineering, construction engineering and inspection, and right-of-way are excluded from the PROJECT COST as defined by this contract.

The Michigan Department of Environment, Great Lakes, and Energy has informed the DEPARTMENT that it adopted new administrative rules (R 325.10101, et. seq.) which prohibit any governmental agency from connecting and/or reconnecting lead and/or galvanized service lines to existing and/or new water main. Questions regarding these administrative rules should be directed to the Michigan Department of Environment, Great Lakes, and Energy. The cost associated with replacement of any lead and/or galvanized service lines, including but not limited to contractor claims, will be the sole responsibility of the REQUESTING PARTY.

3. The DEPARTMENT is authorized by the REQUESTING PARTY to perform, at no cost to the PROJECT, such administration of the PROJECT covered by this contract as is necessary to assist the REQUESTING PARTY to qualify for funding. Such administration may include performing such review, legal, financing, any other PROJECT related activities as are necessary to assist the REQUESTING PARTY in meeting applicable State requirements.

The DEPARTMENT shall provide the REQUESTING PARTY with a notice to proceed with the award of the construction contract for the PROJECT.

The DEPARTMENT shall make a final acceptance inspection of the PROJECT as necessary to ensure the PROJECT meets State requirements. Failure to comply with State requirements may result in forfeiture of future distributions of the Michigan Transportation Fund as described in Section 5. No charges will be made by the DEPARTMENT to the PROJECT for any inspection work or construction engineering.

4. The REQUESTING PARTY, under the terms of this contract, shall advertise and award the PROJECT work in accordance with the following:

- A. The REQUESTING PARTY will, at no cost to the DEPARTMENT or the PROJECT, design, or cause to be designed, the PROJECT, and shall accept full responsibility for that design. Any review undertaken by the DEPARTMENT is for its own purposes and is not to nor does it relieve the REQUESTING PARTY of liability for any claims, causes of action or judgments arising out of the design of the PROJECT.
- B. The REQUESTING PARTY, hereby, certifies to the DEPARTMENT that the plans, specifications, and estimates for the PROJECT have been

prepared in compliance with applicable State laws, standards, and regulations.

- C. The REQUESTING PARTY, hereby, certifies to the DEPARTMENT that the contracting procedures to be followed by the REQUESTING PARTY in connection with the solicitation of the construction contract for the PROJECT shall be based on an open competitive bid process. It is understood that the proposal for the PROJECT shall be publicly advertised and the contract awarded on the basis of the lowest responsive and responsible bid in accordance with applicable State statutes and regulations.

- (1) The REQUESTING PARTY shall not award the construction contract prior to receipt of a notice to proceed from the DEPARTMENT.
- (2) Upon verification that contractor selection by the REQUESTING PARTY was made in accordance with the terms of this contract and upon receipt of the "Request for Payment" form from the REQUESTING PARTY, the DEPARTMENT will authorize payment to the REQUESTING PARTY for the eligible amount in accordance with Section 5.

- D. The REQUESTING PARTY will, at no cost to the PROJECT or the DEPARTMENT, comply with all applicable State statutes and regulations, including, but not limited to, those specifically relating to construction contract administration and obtain all permits and approvals with railway companies, utilities, concerned State, Federal, and local agencies, etc., and give appropriate notifications as may be necessary for the performance of work required for the PROJECT.

The REQUESTING PARTY agrees to comply with all applicable requirements of Part 91, Soil Erosion and Sedimentation Control of the Natural Resources and Environmental Protection Act, 1994 PA 451 as amended by 1995 PA 60 and 1996 PA 173, MCL 324.9101 et. seq., for all PROJECT work performed under this contract, and the REQUESTING PARTY shall require its contractors and subcontractors to comply with the same.

- E. All work in connection with the PROJECT shall be performed in conformance with the DEPARTMENT'S current Standard Specifications for Construction, special provisions, and the supplemental specifications and plans pertaining to the PROJECT. All materials furnished and used in the construction of the PROJECT shall conform to the aforesaid



specifications. Any changes in the scope of work for the PROJECT will require approval by the DEPARTMENT.

- F. The REQUESTING PARTY shall, at no cost to the PROJECT or to the DEPARTMENT, appoint a project engineer who shall administer the PROJECT and ensure that the plans and specifications are followed, and shall perform or cause to be performed the construction engineering and inspection services necessary for the completion of the PROJECT.

Should the REQUESTING PARTY elect to use consultants for construction engineering and inspection, the REQUESTING PARTY shall provide a full-time project manager employed by the REQUESTING PARTY who shall ensure that the plans and specifications are followed.

- G. The REQUESTING PARTY shall require the contractor who is awarded the contract for the construction of the PROJECT to provide, as a minimum, insurance in the amounts specified in and in accordance with the DEPARTMENT'S current Standard Specifications for Construction, and to:

- (1) Maintain bodily injury and property damage insurance for the duration of the PROJECT.
- (2) Provide owner's protective liability insurance naming as insureds the State of Michigan, the Michigan State Transportation Commission, the DEPARTMENT and its officials, agents and employees, the REQUESTING PARTY and any other party with jurisdiction for the roadway being constructed as the PROJECT, and their employees, for the duration of the PROJECT and to provide copies of certificates of insurance to the insureds. It is understood that the DEPARTMENT does not assume either ownership of any portion of the PROJECT or jurisdiction of any REQUESTING PARTY highway as a result of being named as an insured on the owner's protective liability insurance policy.
- (3) Comply with the requirements of notice of cancellation and reduction of insurance set forth in the current Standard Specifications for Construction and to provide copies of notices and reports prepared to those insured.

5. The PROJECT COST shall be met in part by contributions by TED FUNDS. TED FUNDS Category F shall be applied to the eligible items of the PROJECT COST up to an amount not to exceed the lesser of: (1) 74 percent of the approved and responsible low bid

amount, or (2) \$375,000, the grant amount. The balance, if any, of the PROJECT COST, after deduction of TED FUNDS, is the sole responsibility of the REQUESTING PARTY.

The REQUESTING PARTY shall be responsible for the payment of all costs and expenses incurred in the performance of PROJECT work.

Based upon the final cost of the PROJECT and/or a request by the REQUESTING PARTY, a payment adjustment may be initiated and/or authorized by the DEPARTMENT for eligible items of the PROJECT COST such that the total amount of TED FUNDS does not exceed the grant amount. The REQUESTING PARTY shall certify all actual costs incurred for work performed under this contract that are eligible for payment with TED FUNDS and will be required to repay any TED FUNDS it received in excess of 74 percent of the total of such costs.

6. The REQUESTING PARTY shall establish and maintain adequate records and accounts relative to the cost of the PROJECT. Said records shall be retained for a period of three (3) years after completion of construction of the PROJECT and shall be available for audit by the DEPARTMENT. In the event of a dispute with regard to allowable expenses or any other issue under this contract, the REQUESTING PARTY shall continue to maintain the records at least until that dispute has been finally decided and the time after all available challenges or appeals of that decision has expired.

The DEPARTMENT, or its representative, may inspect, copy, or audit the records at any reasonable time after giving reasonable notice.

The REQUESTING PARTY, within six (6) months of completion of the PROJECT and payment of all items of PROJECT COST related thereto, shall make a final reporting of construction costs to the DEPARTMENT and certify that the PROJECT has been constructed in accordance with the PROJECT plans, specifications, and construction contract.

In the event that an audit performed by or on behalf of the DEPARTMENT indicates an adjustment to the costs reported under this contract or questions the allowability of an item of expense, the DEPARTMENT shall promptly submit to the REQUESTING PARTY a Notice of Audit Results and a copy of the audit report which may supplement or modify any tentative findings verbally communicated to the REQUESTING PARTY at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the REQUESTING PARTY shall: (a) respond in writing to the responsible Bureau or the DEPARTMENT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense, and (c) submit to the DEPARTMENT a written explanation as to any questioned or no opinion expressed item of expense, hereinafter referred to as the "RESPONSE". The RESPONSE shall be clearly stated and provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the REQUESTING PARTY may supply appropriate excerpts and make alternate arrangements to conveniently and reasonably

make that documentation available for review by the DEPARTMENT. The RESPONSE shall refer to and apply the language of the contract. The REQUESTING PARTY agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes the DEPARTMENT to finally disallow any items of questioned or no opinion expressed cost.

The DEPARTMENT shall make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If the DEPARTMENT determines that an overpayment has been made to the REQUESTING PARTY, the REQUESTING PARTY shall repay that amount to the DEPARTMENT or reach agreement with the DEPARTMENT on a repayment schedule within thirty (30) days after the date of an invoice from the DEPARTMENT. If the REQUESTING PARTY fails to repay the overpayment or reach agreement with the DEPARTMENT on a repayment schedule within the thirty (30) day period, the REQUESTING PARTY agrees that the DEPARTMENT shall deduct all or a portion of the overpayment from any funds then or thereafter payable by the DEPARTMENT to the REQUESTING PARTY under this contract or any other agreement, or payable to the REQUESTING PARTY under the terms of 1951 PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by the DEPARTMENT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The REQUESTING PARTY expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest the DEPARTMENT'S decision only as to any item of expense the disallowance of which was disputed by the REQUESTING PARTY in a timely filed RESPONSE.

The REQUESTING PARTY shall comply with the Single Audit Act of 1984, P.L. 998-502 and applicable State laws and regulations relative to audit requirements.

7. At such time as traffic volumes or safety requirements warrant, the REQUESTING PARTY will cause to be enacted and enforced such ordinances or regulations as may be necessary to prohibit parking in the roadway right-of-way throughout the limits of the PROJECT.

8. The REQUESTING PARTY certifies that it is not aware if and has no reason to believe that the property on which the work is to be performed under this agreement is a facility, as defined by the Michigan Natural Resources and Environmental Protection Act [(NREPA), PA 451, 1994, as amended 2012]; MCL 324.20101(1)(s). The REQUESTING PARTY also certifies that it is not a liable party pursuant to either Part 201 or Part 213 of NREPA, MCL 324.20126 et seq. and MCL 324.21323a et seq. The REQUESTING PARTY is a local unit of government that has acquired or will acquire property for the use of either a transportation corridor or public right-of-way and was not responsible for any activities causing a release or

threat of release of any hazardous materials at or on the property. The REQUESTING PARTY is not a person who is liable for response activity costs, pursuant to MCL 324.20101 (vv) and (ww).

9. If, subsequent to execution of this contract, previously unknown hazardous substances are discovered within the PROJECT limits, which require environmental remediation pursuant to either State or federal law, the REQUESTING PARTY, in addition to reporting that fact to the Michigan Department of Environment, Great Lakes, and Energy, shall immediately notify the DEPARTMENT, both orally and in writing of such discovery. The DEPARTMENT shall consult with the REQUESTING PARTY to determine if it is willing to pay for the cost of remediation and to determine the eligibility, for reimbursement, of the remediation costs. The REQUESTING PARTY shall pay all costs associated with such remediation, including all delay costs of the contractor for the PROJECT. If the REQUESTING PARTY refuses to participate in the cost of remediation, the amount of TED FUNDS the REQUESTING PARTY received from Grant #1093 shall be forfeited back to the DEPARTMENT.

10. If State funds administered by the DEPARTMENT are used to pay the cost of remediating any hazardous substances discovered after the execution of this contract and if there is a reasonable likelihood of recovery, the REQUESTING PARTY, in cooperation with the Michigan Department of Environment, Great Lakes, and Energy and the DEPARTMENT, shall make a diligent effort to recover such costs from all other possible entities. If recovery is made, the DEPARTMENT shall be reimbursed from such recovery for the proportionate share of the amount paid by the DEPARTMENT and the DEPARTMENT shall credit such sums to the appropriate funding source.

11. The DEPARTMENT'S sole reason for entering into this contract is to enable the REQUESTING PARTY to obtain and use funds provided by the State.

Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, or any inspections of work by the DEPARTMENT pursuant to the terms of this contract are done to assist the REQUESTING PARTY in meeting program guidelines in order to qualify for available funds. Such approvals, reviews, inspections and recommendations by the DEPARTMENT shall not relieve the REQUESTING PARTY and the local agencies, as applicable, of their ultimate control and shall not be construed as a warranty of their propriety or that the DEPARTMENT is assuming any liability, control or jurisdiction.

The providing of recommendations or advice by the DEPARTMENT does not relieve the REQUESTING PARTY and the local agencies, as applicable, of their exclusive jurisdiction of the highway and responsibility under MCL 691.1402 et seq., as amended.

When providing approvals, reviews and recommendations under this contract, the DEPARTMENT is performing a governmental function, as that term is defined in MCL 691.1401 et seq. as amended, which is incidental to the completion of the PROJECT.

12. The DEPARTMENT, by executing this contract, and rendering services pursuant to this contract, has not and does not assume jurisdiction of the highway, described as the PROJECT for purposes of MCL 691.1402 et seq., as amended. Exclusive jurisdiction of such highway for the purposes of MCL 691.1402 et seq., as amended, rest with the REQUESTING PARTY and other local agencies having respective jurisdiction.

13. The REQUESTING PARTY shall approve all of the plans and specifications to be used on the PROJECT and shall be deemed to have approved all changes to the plans and specifications when put into effect. It is agreed that ultimate responsibility and control over the PROJECT rests with the REQUESTING PARTY and local agencies, as applicable.

Upon completion of the PROJECT, the REQUESTING PARTY shall accept the facilities constructed as built to specifications within the contract documents. It is understood that the REQUESTING PARTY shall own the facilities and shall operate and maintain the facilities in accordance with all applicable Federal and State laws and regulations, including, but not limited to, Title II of the Americans with Disabilities Act (ADA), 42 USC 12131 et seq., and its associated regulations and standards, and DEPARTMENT Road and Bridge Standard Plans and the Standard Specifications for Construction.

14. The REQUESTING PARTY agrees that the costs reported to the DEPARTMENT for this contract will represent only those items that are properly chargeable in accordance with this contract. The REQUESTING PARTY also certifies that it has read the contract terms and has made itself aware of the applicable laws, regulations, and terms of this contract that apply to the reporting of costs incurred under the terms of this contract.

15. Each party to this contract will remain responsible for any and all claims arising out of its own acts and/or omissions during the performance of the contract, as provided by this contract or by law. In addition, this is not intended to increase or decrease either party's liability for or immunity from tort claims. This contract is also not intended to nor will it be interpreted as giving either party a right of indemnification, either by contract or by law, for claims arising out of the performance of this contract.

16. In connection with the performance of PROJECT work under this contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts," as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964 being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract.

17. The REQUESTING PARTY and other local agencies, as applicable parties, understand and agree that the highway(s) or street(s) being improved under the terms of this agreement and funded with Transportation Economic Development Funds, shall not be subject to any restriction by local authorities in using certain commercial vehicles on such highway(s) or street(s). Such restrictions are in conflict with the basic concept of the Transportation Economic Development Program and Funding. The REQUESTING PARTY, by signing this agreement, agrees to obtain concurrence from other local governmental agencies within whose jurisdiction or control the highway(s) or street(s) are being improved.

18. This contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the parties hereto and upon the adoption of the necessary resolution approving said contract and authorizing the signatures thereto of the respective officials of the REQUESTING PARTY, a certified copy of which resolution shall be attached to this contract.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed as written below.

CITY OF ALPENA

MICHIGAN DEPARTMENT  
OF TRANSPORTATION

By \_\_\_\_\_  
Title:

By \_\_\_\_\_  
*for* Department Director MDOT

By \_\_\_\_\_  
Title:



October 20, 2023

EXHIBIT I

CONTROL SECTION	EDF 04000
JOB NUMBER	218228CON

ESTIMATED COST

Estimated PROJECT COST

Contracted Work	\$509,440
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ESTIMATED COST PARTICIPATION

GRAND TOTAL ESTIMATED COST	\$509,440
Less TED FUNDS*	<u>\$375,000</u>
BALANCE (REQUESTING PARTY'S SHARE)	\$134,440

NO DEPOSIT

\*TED FUNDS for the PROJECT are limited to an amount as described in Section 5.



**APPENDIX A**  
**PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS**

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011



City Hall  
208 North First Avenue  
Alpena, Michigan 49707  
[www.alpena.mi.us](http://www.alpena.mi.us)

## MICHIGAN DEPARTMENT OF TRANSPORTATION CONTRACT

**LONG RAPIDS ROAD – Hot mix asphalt cold milling along Long Rapids Road from Bagley Street to approximately 500 feet east of Long Rapids Plaza, including structure cover adjustments, concrete curb ramps and permanent pavement markings; and all together with necessary related work.**

Moved by \_\_\_\_\_, seconded by \_\_\_\_\_, that the Michigan Department of Transportation (MDOT), Contract No. 23-5460, be approved, and Mayor Waligora, and City Clerk Soik be authorized to sign the contract on behalf of the City.

Motion carried by a vote of \_\_\_\_\_ as follows:

Ayes:

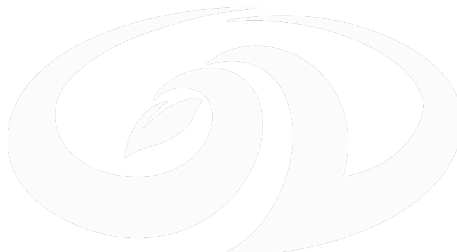
Nays:

Absent:

I, Anna Soik, City Clerk of the City of Alpena, **DO HEREBY CERTIFY** that the above is a true copy of a resolution adopted by the Municipal Council at a regular meeting held on November 20, 2023.

Signed the \_\_\_\_\_ day of November 2023.

\_\_\_\_\_  
Anna Soik  
City Clerk



11/20/2023

	NAME	BOARD	TERM	New Ex. Date	APPT AUTH
Reappointment	Griffin Saddler	Recreation Advisory Board	3	12/1/2026	Council
Reappointment	Kathleen Melville-Hall	Recreation Advisory Board	3	12/1/2026	Council

K:Himes Doc



City Hall  
208 North First Avenue  
Alpena, Michigan 49707  
[www.alpena.mi.us](http://www.alpena.mi.us)

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## ***Planning, Development, & Zoning***

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**To:** City of Alpena Planning Commission  
**From:** Montiel Birmingham, Director  
**cc:** Rachel Smolinski, City Manager  
**Date:** November 14, 2023  
**RE:** Proposed Text Amendment – Tattoo/Piercing Studios

Staff has worked with NEMCOG in preparation for redoing Article 5 of the zoning ordinance; our recommended changes for Tattoo/Piercing Studios included removing the special land use requirement, allowing the use by right in the current districts (B2, B3, I1) and adding two additional districts (CBD, CDD). In light of current locations already functioning within the City, staff is recommending to complete a text amendment prior to adoption of the completed zoning ordinance rewrite per the proposed ordinance amendment attached.

**Recommended Motion for Second Reading:**

Motion to approve Ordinance 23-499 to amend the City of Alpena's Zoning Ordinance.



# City of Alpena Ordinance No. 23-499

**An ordinance to amend the City of Alpena Zoning Ordinance Article 5 (Zoning Districts).**

City of Alpena, Alpena County, Michigan ordains:

## **SECTION 1: AMENDMENT TO THE CITY OF ALPENA ZONING ORDINANCE**

That the City of Alpena Zoning Ordinance, Article 5 (Zoning Districts) is hereby amended to read as follows:

### Section 5.12 CBD: Central Business District

R = Permitted by right S = Permitted with a Special Use Permit	CBD
<b>COMMERCIAL/BUSINESS/SERVICE</b>	
Tattoo/Piercing <del>Parlor</del> Studio	R

### Section 5.14 CCD: Commercial Corridor District

R = Permitted by right S = Permitted with a Special Use Permit	CCD
<b>COMMERCIAL/BUSINESS/SERVICE</b>	
Tattoo/Piercing <del>Parlor</del> Studio	R

### Section 5.17 B2: General Business District

R = Permitted by right S = Permitted with a Special Use Permit	B2
<b>COMMERCIAL/BUSINESS/SERVICE</b>	
Tattoo/Piercing <del>Parlor</del> Studio	S R

### Section 5.18 B3: Commercial District

R = Permitted by right S = Permitted with a Special Use Permit	B3
<b>COMMERCIAL/BUSINESS/SERVICE</b>	
Tattoo/Piercing <del>Parlor</del> Studio	S R

### Section 5.19 I1: Light Industrial District

R = Permitted by right S = Permitted with a Special Use Permit	I1
<b>COMMERCIAL/BUSINESS/SERVICE</b>	
Tattoo/Piercing <del>Parlor</del> Studio	S R

### Section 5.26 (Use Matrix)

TABLE OF PERMITTED USES & SPECIAL LAND USES																	
R = Permitted by right S = Permitted with a Special Use Permit	R1	R2	RT	RM 1	RM 2	OS1	CBD	CCD	B1	B2	B3	I1	I2	P1	WD	CR	PR
<b>COMMERCIAL/BUSINESS/SERVICE</b>																	
Tattoo/Piercing <del>Parlor</del> Studio							R	R		S R	S R	S R					

**SECTION 2: SEVERABILITY**

If any clause, sentence, paragraph or part of this Ordinance shall for any reason be finally adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair or invalidate the remainder of this Ordinance but shall be confined in its operation to the clause, sentence, paragraph or part thereof directly involved in the controversy in which such judgment is rendered.

**SECTION 3: SAVING CLAUSE**

The City of Alpena Zoning Ordinance, except as herein or heretofore amended, shall remain in full force and effect. The amendments provided herein shall not abrogate or affect any offense or act committed or done, or any penalty or forfeiture incurred, or any pending fee, assessments, litigation, or prosecution of any right established, occurring prior to the effective date hereof.

**SECTION 4: EFFECTIVE DATE**

The ordinance changes shall take effect upon the expiration of seven days after the publication of the notice of adoption.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

I, \_\_\_\_\_, Clerk for the City of Alpena, hereby certify that the foregoing is a true and correct copy of Ordinance No. 23-499 of the City of Alpena, adopted by at a meeting of the Alpena City Council held on \_\_\_\_\_.

A copy of the complete ordinance text may be inspected or purchased at the Alpena City Hall, at 208 N. First Avenue, Alpena, Michigan.

Adopted: \_\_\_\_\_ Published: \_\_\_\_\_ Effective: \_\_\_\_\_, subject to PA 110 of 2006 as amended.



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

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DATE: November 15, 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: DDA Boundary Expansion

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Dear City Council Members,

Attached are the two ordinances related to the DDA Boundary Expansion:

- **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 are presented for their third reading, after the first and second readings took place on October 2, 2023 and October 16, 2023, respectively. Since the second reading has taken place, City Council is able to adopt both ordinances at this point.

These two ordinances reflect the DDA boundary expansion as discussed, stretching roughly along Chisholm St. from 5<sup>th</sup> to 14<sup>th</sup> 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, once as we began this process in June 2022 and second regarding the public hearing held on December 5, 2022.

Business and property owners are in enthusiastic support of the expansion. They are excited about accessing DDA programs, grants available through the Michigan Economic Development Corporation (MEDC), marketing opportunities, collaborative events, and shaping the direction of these two major corridors where they have chosen to invest. As an example, the DDA recently called for applications for Board Member positions. We received and interviewed 8 applicants; 5 of which were stakeholders in the proposed expanded district.

Since the DDA was established in 1980, Downtown Alpena has grown significantly. Economic development has not happened overnight; much of what we see now is the results of the foundation laid years ago that has accelerated in the last five years. This expansion would spur further growth and revitalization into these other two key corridors in our community, Chisholm St. and North Second Ave.

We are hoping to wrap this process up. This month, we received a grant agreement with the MEDC for a \$400,000 grant to supplement our DDA Façade Grant Program. We plan to open applications for downtown property owners to access these funds in January 2024. Similarly, another round of Match on Main grants is opening in January 2024 through the MEDC, which offers grants up to \$25,000 for business expansion and activation of underutilized spaces. The expansion has very tangible effects on development prospects in these corridors.





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

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I will be in attendance on Monday to answer any questions you may have.

Additional information provided by the auditors will also be shared.

Thank you,

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 2<sup>nd</sup> 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 3<sup>rd</sup> 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 3<sup>rd</sup> 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 3<sup>rd</sup> 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 3<sup>rd</sup> 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



Exhibit A

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.

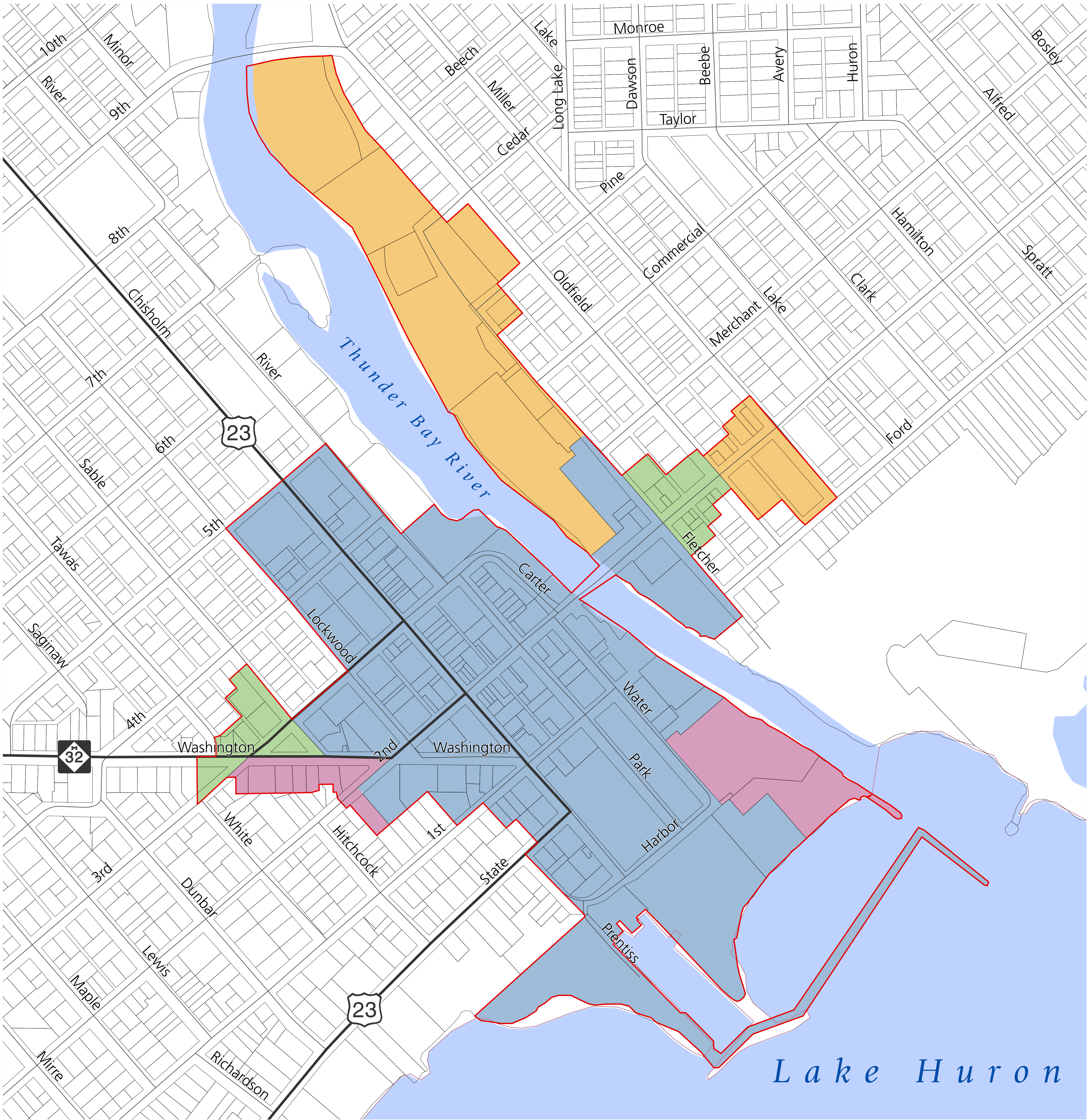
### Creation of the Downtown Development Authority

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. 14<sup>th</sup> 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.



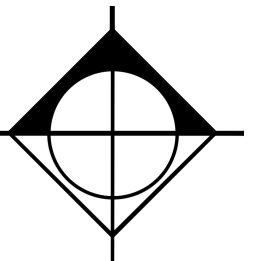


CITY OF ALPENA

# 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

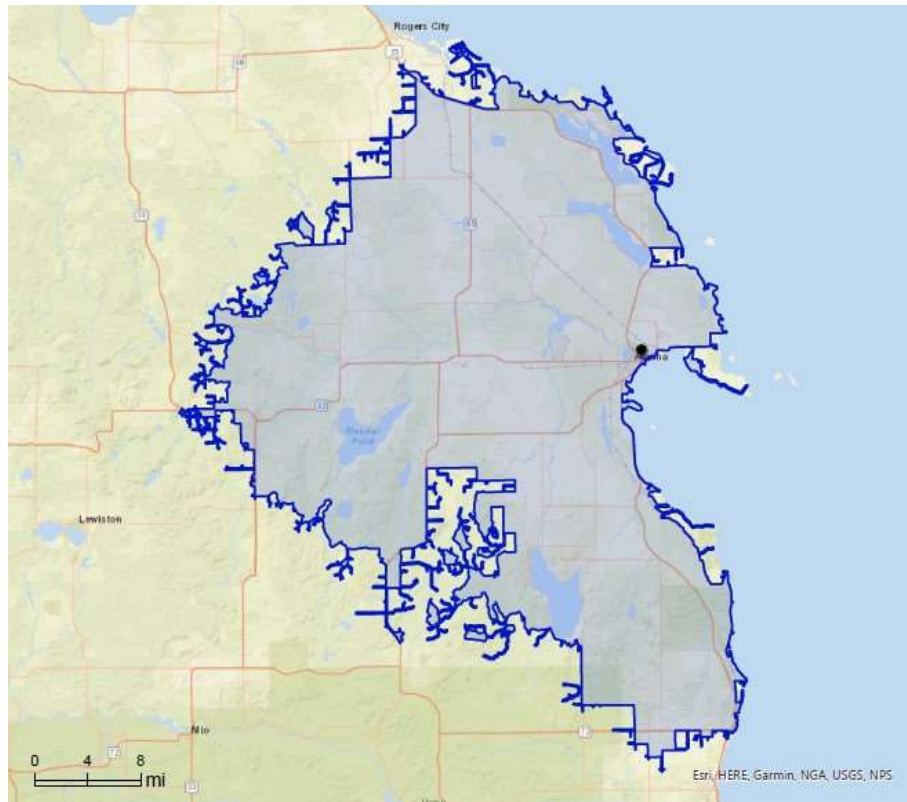


0 500 1,000 Feet



## 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:

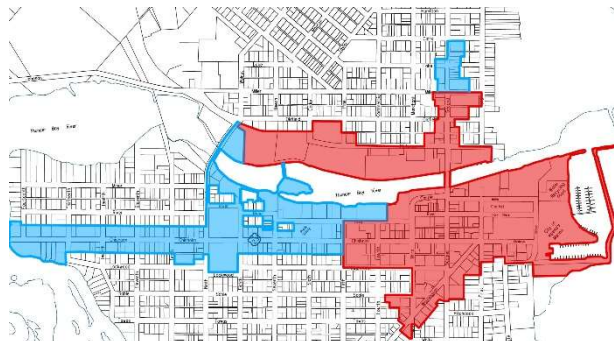
- Continue implementation of the 2017 DDA Strategic Plan,
- Continued redevelopment of the commercial area within the district by encouraging the reinvestment of public and private funds,
- Efforts to integrate the commercial, residential, and mixed-use properties within the development area,
- Efforts 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 <sup>nd</sup> Street	Ford Street
Oldfield Street	Just west of 2 <sup>nd</sup> Street	Just east of 2 <sup>nd</sup> Street
Fletcher Street	Pine Street	Just east of 2 <sup>nd</sup> Street
Carter Street	River Street	Pine Street
Water Street	2 <sup>nd</sup> Street	Harbor Street
Park Street	Carter Street	Harbor Street
Chisholm Street	5 <sup>th</sup> Street	Harbor Street
Lockwood Street	5 <sup>th</sup> Street	Washington Street
Sable Street	Just east of 4 <sup>th</sup> Street	Washington Street
Tawas Street	Just east of Washington Street	Washington Street
Washington Street	Just east of 3 <sup>rd</sup> Street	Chisholm Street
River Street	5 <sup>th</sup> Street	Carter Street
Harbor Street	Prentiss Street	Water Street
1 <sup>st</sup> Street	Just southwest of Washington	Water Street
2 <sup>nd</sup> Street	Just northeast of Hitchcock	Miller Street
3 <sup>rd</sup> Street	Just southwest of Washington	Carter Street
4 <sup>th</sup> Street	Lockwood Street	Park Street
5 <sup>th</sup> 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 <sup>nd</sup>	150 feet SW of 2 <sup>nd</sup> 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
<b>ORGANIZATIONAL STRATEGIES</b>		
By-Law Review	--	Annual Allocation
Annual Strategic Planning Session	\$ 7,500	Annual Allocation
<b>DESIGN and PHYSICAL IMPROVEMENT STRATEGIES</b>		
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
<b>ECONOMIC DEVELOPMENT STRATEGIES</b>		
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
<b>MARKETING and PROMOTIONS STRATEGIES</b>		
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
<b>LOCAL GOVERNMENT STRATEGIES</b>		
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
	<b>\$ 11,632,500</b>	
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.

TABLE 7  
City of Alpena Downtown Development Authority  
Tax Increment Forecast with 2023 Boundary Expansion

		1.50%										Capture	Alpena County 1981, 1985, 1988, and 2004								Alpena County	ACCollege	City		Total	Accum
Base		1981		1985		1988		2004		2023			County	Ambulance	Jail	OPF#1	OPF#2	Library	Veterans	Recreation	2023	Operating	Operating	Extra Voted	Revenue	Revenue
		\$ 6,846,100		\$ 242,000		\$ 630,500		\$ 497,400		\$ 6,964,212			4.7936	1.4979	0.9986	0.5386	0.0105	0.9985	0.2097	0.4993	Agreement	2.4957	16.1066	1.0000		
	12/31/2022	\$ 11,201,299	\$ 4,355,199	\$ 323,199	\$ 81,199	\$ 1,557,382	\$ 926,882	\$ 1,656,165	\$ 1,158,765	\$ 6,964,212																
1	12/31/2023	\$ 11,761,364	\$ 4,915,264	\$ 339,359	\$ 97,359	\$ 1,635,251	\$ 1,004,751	\$ 1,738,973	\$ 1,241,573	\$ 7,312,423	\$ 348,211	\$ 7,607,158	\$ 34,796	\$ 10,873	\$ 7,249	\$ 3,910	\$ 76	\$ 7,248	\$ 1,522	\$ 3,624	\$ 129,166	\$ 18,985	\$ 122,525	\$ 7,607	\$ 347,583	\$ 347,583
2	12/31/2024	\$ 12,231,819	\$ 5,385,719	\$ 352,933	\$ 110,933	\$ 1,700,661	\$ 1,070,161	\$ 1,808,532	\$ 1,311,132	\$ 7,604,920	\$ 640,708	\$ 8,518,653	\$ 37,764	\$ 11,800	\$ 7,867	\$ 4,243	\$ 83	\$ 7,866	\$ 1,652	\$ 3,933	\$ 129,166	\$ 21,260	\$ 137,207	\$ 8,519	\$ 371,360	\$ 718,942
3	12/31/2025	\$ 12,415,296	\$ 5,569,196	\$ 358,227	\$ 116,227	\$ 1,726,171	\$ 1,095,671	\$ 1,835,660	\$ 1,338,260	\$ 7,718,993	\$ 754,781	\$ 8,874,136	\$ 38,921	\$ 12,162	\$ 8,108	\$ 4,373	\$ 85	\$ 8,107	\$ 1,703	\$ 4,054	\$ 4,166	\$ 22,147	\$ 142,932	\$ 8,874	\$ 255,633	\$ 974,575
4	12/31/2026	\$ 12,601,525	\$ 5,755,425	\$ 363,601	\$ 121,601	\$ 1,752,064	\$ 1,121,564	\$ 1,863,195	\$ 1,365,795	\$ 7,834,778	\$ 870,566	\$ 9,234,951	\$ 40,096	\$ 12,529	\$ 8,353	\$ 4,505	\$ 88	\$ 8,352	\$ 1,754	\$ 4,176	\$ 4,166	\$ 23,048	\$ 148,744	\$ 9,235	\$ 265,045	\$ 1,239,619
5	12/31/2027	\$ 12,790,548	\$ 5,944,448	\$ 369,055	\$ 127,055	\$ 1,778,345	\$ 1,147,845	\$ 1,891,143	\$ 1,393,743	\$ 7,952,300	\$ 988,088	\$ 9,601,178	\$ 41,288	\$ 12,902	\$ 8,601	\$ 4,639	\$ 90	\$ 8,600	\$ 1,806	\$ 4,301	\$ 4,166	\$ 23,962	\$ 154,642	\$ 9,601	\$ 274,598	\$ 1,514,217
6	12/31/2028	\$ 12,982,406	\$ 6,136,306	\$ 374,591	\$ 132,591	\$ 1,805,020	\$ 1,174,520	\$ 1,919,510	\$ 1,422,110	\$ 8,071,584	\$ 1,107,372	\$ 9,972,899	\$ 42,498	\$ 13,280	\$ 8,853	\$ 4,775	\$ 93	\$ 8,852	\$ 1,859	\$ 4,427	\$ 4,166	\$ 24,889	\$ 160,629	\$ 9,973	\$ 284,294	\$ 1,798,511
7	12/31/2029	\$ 13,177,142	\$ 6,331,042	\$ 380,209	\$ 138,209	\$ 1,832,095	\$ 1,201,595	\$ 1,948,303	\$ 1,450,903	\$ 8,192,658	\$ 1,228,446	\$ 10,350,196	\$ 43,726	\$ 13,663	\$ 9,109	\$ 4,913	\$ 96	\$ 9,108	\$ 1,913	\$ 4,554	\$ 4,166	\$ 25,831	\$ 166,706	\$ 10,350	\$ 294,136	\$ 2,092,648
8	12/31/2030	\$ 13,374,800	\$ 6,528,700	\$ 385,913	\$ 143,913	\$ 1,859,576	\$ 1,229,076	\$ 1,977,527	\$ 1,480,127	\$ 8,315,548	\$ 1,351,336	\$ 10,733,152	\$ 44,973	\$ 14,053	\$ 9,369	\$ 5,053	\$ 99	\$ 9,368	\$ 1,967	\$ 4,684	\$ 4,166	\$ 26,787	\$ 172,875	\$ 10,733	\$ 304,126	\$ 2,396,774
9	12/31/2031	\$ 13,575,422	\$ 6,729,322	\$ 391,701	\$ 149,701	\$ 1,887,470	\$ 1,256,970	\$ 2,007,190	\$ 1,509,790	\$ 8,440,281	\$ 1,476,069	\$ 11,121,852	\$ 46,238	\$ 14,448	\$ 9,632	\$ 5,195	\$ 101	\$ 9,631	\$ 2,023	\$ 4,816	\$ 4,166	\$ 27,757	\$ 179,135	\$ 11,122	\$ 314,265	\$ 2,711,039
10	12/31/2032	\$ 13,779,053	\$ 6,932,953	\$ 397,577	\$ 155,577	\$ 1,915,782	\$ 1,285,282	\$ 2,037,298	\$ 1,539,898	\$ 8,566,885	\$ 1,602,673	\$ 11,516,383	\$ 47,522	\$ 14,850	\$ 9,900	\$ 5,340	\$ 104	\$ 9,899	\$ 2,079	\$ 4,950	\$ 4,166	\$ 28,741	\$ 185,490	\$ 11,516	\$ 324,557	\$ 3,035,596
11	12/31/2033	\$ 13,985,739	\$ 7,139,639	\$ 403,540	\$ 161,540	\$ 1,944,519	\$ 1,314,019	\$ 2,067,858	\$ 1,570,458	\$ 8,695,389	\$ 1,731,177	\$ 11,916,832	\$ 48,826	\$ 15,257	\$ 10,171	\$ 5,486	\$ 107	\$ 10,170	\$ 2,136	\$ 5,086	\$ 4,166	\$ 29,741	\$ 191,940	\$ 11,917	\$ 335,003	\$ 3,370,598
12	12/31/2034	\$ 14,195,525	\$ 7,349,425	\$ 409,594	\$ 167,594	\$ 1,973,687	\$ 1,343,187	\$ 2,098,875	\$ 1,601,475	\$ 8,825,820	\$ 1,861,608	\$ 12,323,288	\$ 50,149	\$ 15,671	\$ 10,447	\$ 5,635	\$ 110	\$ 10,446	\$ 2,194	\$ 5,224	\$ 4,166	\$ 30,755	\$ 198,486	\$ 12,323	\$ 345,605	\$ 3,716,204
13	12/31/2035	\$ 14,408,458	\$ 7,562,358	\$ 415,737	\$ 173,737	\$ 2,003,292	\$ 1,372,792	\$ 2,130,359	\$ 1,632,959	\$ 8,958,207	\$ 1,993,995	\$ 12,735,840	\$ 51,492	\$ 16,090	\$ 10,727	\$ 5,786	\$ 113	\$ 10,726	\$ 2,253	\$ 5,363	\$ 4,166	\$ 31,785	\$ 205,131	\$ 12,736	\$ 356,367	\$ 4,072,571
14	12/31/2036	\$ 14,624,584	\$ 7,778,484	\$ 421,973	\$ 179,973	\$ 2,033,341	\$ 1,402,841	\$ 2,162,314	\$ 1,664,914	\$ 9,092,580	\$ 2,128,368	\$ 13,154,581	\$ 52,855	\$ 16,516	\$ 11,011	\$ 5,939	\$ 116	\$ 11,010	\$ 2,312	\$ 5,505	\$ 4,166	\$ 32,830	\$ 211,876	\$ 13,155	\$ 367,290	\$ 4,439,861
15	12/31/2037	\$ 14,843,953	\$ 7,997,853	\$ 428,303	\$ 186,303	\$ 2,063,841	\$ 1,433,341	\$ 2,194,749	\$ 1,697,349	\$ 9,228,969	\$ 2,264,757	\$ 13,579,603	\$ 54,239	\$ 16,949	\$ 11,299	\$ 6,094	\$ 119	\$ 11,298	\$ 2,373	\$ 5,650	\$ 4,166	\$ 33,891	\$ 218,721	\$ 13,580	\$ 378,377	\$ 4,818,238
16	12/31/2038	\$ 15,066,613	\$ 8,220,513	\$ 434,728	\$ 192,728	\$ 2,094,799	\$ 1,464,299	\$ 2,227,670	\$ 1,730,270	\$ 9,367,403	\$ 2,403,191	\$ 14,011,000	\$ 55,643	\$ 17,387	\$ 11,592	\$ 6,252	\$ 122	\$ 11,590	\$ 2,434	\$ 5,796	\$ 4,166	\$ 34,967	\$ 225,670	\$ 14,011	\$ 389,630	\$ 5,207,868
17	12/31/2039	\$ 15,292,612	\$ 8,446,512	\$ 441,249	\$ 199,249	\$ 2,126,221	\$ 1,495,721	\$ 2,261,085	\$ 1,763,685	\$ 9,507,914	\$ 2,543,702	\$ 14,448,869	\$ 57,069	\$ 17,833	\$ 11,888	\$ 6,412	\$ 125	\$ 11,887	\$ 2,497	\$ 5,944	\$ 4,166	\$ 36,060	\$ 232,722	\$ 14,449	\$ 401,052	\$ 5,608,920
18	12/31/2040	\$ 15,522,001	\$ 8,675,901	\$ 447,867	\$ 205,867	\$ 2,158,114	\$ 1,527,614	\$ 2,295,001	\$ 1,797,601	\$ 9,650,533	\$ 2,686,321	\$ 14,893,305	\$ 58,515	\$ 18,285	\$ 12,190	\$ 6,575	\$ 128	\$ 12,189	\$ 2,560	\$ 6,095	\$ 4,166	\$ 37,169	\$ 239,881	\$ 14,893	\$ 412,645	\$ 6,021,565
19	12/31/2041	\$ 15,754,831	\$ 8,908,731	\$ 454,585	\$ 212,585	\$ 2,190,486	\$ 1,559,986	\$ 2,329,426	\$ 1,832,026	\$ 9,795,291	\$ 2,831,079	\$ 15,344,407	\$ 59,984	\$ 18,744	\$ 12,496	\$ 6,740	\$ 131	\$ 12,495	\$ 2,624	\$ 6,248	\$ 4,166	\$ 38,295	\$ 247,146	\$ 15,344	\$ 424,413	\$ 6,445,978
20	12/31/2042	\$ 15,991,153	\$ 9,145,053	\$ 461,404	\$ 219,404	\$ 2,223,343	\$ 1,592,843	\$ 2,364,368	\$ 1,866,968	\$ 9,942,220	\$ 2,978,008	\$ 15,802,277	\$ 61,474	\$ 19,209	\$ 12,806	\$ 6,907	\$ 135	\$ 12,805	\$ 2,689	\$ 6,403	\$ 4,166	\$ 39,438	\$ 254,521	\$ 15,802	\$ 436,356	\$ 6,882,334
21	12/31/2043	\$ 16,231,021	\$ 9,384,921	\$ 468,325	\$ 226,325	\$ 2,256,694	\$ 1,626,194	\$ 2,399,833	\$ 1,902,433	\$ 10,091,354	\$ 3,127,142	\$ 16,267,014	\$ 62,987	\$ 19,682	\$ 13,121	\$ 7,077	\$ 138	\$ 13,120	\$ 2,755	\$ 6,561	\$ 4,166	\$ 40,598	\$ 262,006	\$ 16,267	\$ 448,479	\$ 7,330,814
22	12/31/2044	\$ 16,474,486	\$ 9,628,386	\$ 475,350	\$ 233,350	\$ 2,290,544	\$ 1,660,044	\$ 2,435,831	\$ 1,938,431	\$ 10,242,724	\$ 3,278,512	\$ 16,738,722	\$ 64,523	\$ 20,162	\$ 13,441	\$ 7,250	\$ 141	\$ 13,440	\$ 2,823	\$ 6,721	\$ 4,166	\$ 41,775	\$ 269,604	\$ 16,739	\$ 460,784	\$ 7,791,598
23	12/31/2045	\$ 16,721,603	\$ 9,875,503	\$ 482,480	\$ 240,480	\$ 2,324,902	\$ 1,694,402	\$ 2,472,368	\$ 1,974,968	\$ 10,396,365	\$ 3,432,153	\$ 17,217,507	\$ 66,081	\$ 20,649	\$ 13,766	\$ 7,425	\$ 145	\$ 13,765	\$ 2,891	\$ 6,883	\$ 4,166	\$ 42,970	\$ 277,315	\$ 17,218	\$ 473,273	\$ 8,264,871
24	12/31/2046	\$ 16,972,427	\$ 10,126,327	\$ 489,717	\$ 247,717	\$ 2,359,776	\$ 1,729,276	\$ 2,509,454	\$ 2,012,054	\$ 10,552,310	\$ 3,588,098	\$ 17,703,472	\$ 67,663	\$ 21,143	\$ 14,096	\$ 7,603	\$ 148	\$ 14,094	\$ 2,960	\$ 7,048	\$ 4,166	\$ 44,183	\$ 285,143	\$ 17,703	\$ 485,950	\$ 8,750,821
25	12/31/2047	\$ 17,227,014	\$ 10,380,914	\$ 497,063	\$ 255,063	\$ 2,395,172	\$ 1,764,672	\$ 2,547,095	\$ 2,049,695	\$ 10,710,595	\$ 3,746,383	\$ 18,196,728	\$ 69,269	\$ 21,645	\$ 14,430	\$ 7,783	\$ 152	\$ 14,429	\$ 3,030	\$ 7,215	\$ 4,166	\$ 45,414	\$ 293,087	\$ 18,197	\$ 498,817	\$ 9,249,638
26	12/31/2048	\$ 17,485,419	\$ 10,639,319	\$ 504,519	\$ 262,519	\$ 2,431,100	\$ 1,800,600	\$ 2,585,302	\$ 2,087,902	\$ 10,871,254	\$ 3,907,042	\$ 18,697,382	\$ 70,899	\$ 22,154	\$ 14,770	\$ 7,966	\$ 155	\$ 14,768	\$ 3,102	\$ 7,385	\$ 4,166	\$ 46,663	\$ 301,151	\$ 18,697	\$ 511,877	\$ 9,761,514
27	12/31/2049	\$ 17,747,700	\$ 10,901,600	\$ 512,087	\$ 270,087	\$ 2,467,566	\$ 1,837,066	\$ 2,624,081	\$ 2,126,681	\$ 11,034,323	\$ 4,070,111	\$ 19,205,546	\$ 72,553	\$ 22,671	\$ 15,114	\$ 8,152	\$ 159	\$ 15,113	\$ 3,174	\$ 7,557	\$ 4,166	\$ 47,931	\$ 309,336	\$ 19,206	\$ 525,132	\$ 10,286,647
28	12/31/2050	\$ 18,013,916	\$ 11,167,816	\$ 519,768	\$ 277,768	\$ 2,504,580	\$ 1,874,080	\$ 2,663,443	\$ 2,166,043	\$ 11,199,837	\$ 4,235,625	\$ 19,721,332	\$ 74,232	\$ 23,196	\$ 15,464	\$ 8,341	\$ 163	\$ 15,462	\$ 3,247	\$ 7,732	\$ 4,166	\$ 49,219	\$ 317,644	\$ 19,721	\$ 5	


# Memorandum



Date: November 10, 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: Digester Grind Pump - Variance of CPS 18 – Purchasing Policy

Due to its failure, the Digester Grind Pump, one of the many pumps required in the Water Recycling Plant process, is in need of repair or replacement. Due to its age and condition, staff believes it will be more beneficial to replace the pump as initial cost estimates indicate the repair cost will exceed more than half the cost of a new pump and will not guarantee that additional repairs on the old pump will not need to be performed soon.

The concern we are having is that this is a straight equipment purchase. The rough estimates we have received to make the repair or replacement decision indicate the pump will exceed our existing \$10,000 purchase order limits. While most of the vendors we would solicit pricing from are used to providing prices via quotes, many shy away from the sealed bid process as the documents are cumbersome and the process is unfamiliar. When we have worked with vendors in the past to acquire equipment through these means several have either not provided bids or have significantly increased their prices to cover any “unknowns” within the bidding process. The vendors required for the pump replacement have done this in the past stating the above reasoning.

For this reason, I am requesting a variance in Council Policy Statement 18 – Purchasing Policy to allow for the solicitation of quotes and issuance of a purchase order for equipment exceeding \$10,000. This would not waive the requirement for council approval prior to issuance of the purchase order, just the methods of acquiring prices and waiving the issuing of contract in lieu of a purchase order.

Suggested motion: To approve the request for variance from the purchasing policy and issue a purchase order for the Digester Grind Pump.






# Memorandum



Date: November 14, 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 Fair Avenue Reconstruction Project

On October 31, 2023, the City received and opened bids for the 2023 Fair Avenue Reconstruction Project. This project includes reconstruction of water and sewer infrastructure and street reconstruction on Fair Avenue from Washington to Ninth Avenue.

Bids were sent to thirteen (13) firms as well as posted on the City's website with two (2) bids received as follows:

MacArthur Construction, Alpena, MI	\$1,190,882
Team Elmer's, Hillman, MI	\$1,327,634

Adequate funding was budgeted and is available in the Water and Sewer Funds for the project.

Based on review of the bid, I recommend the following motion: To award the 2023 Fair Avenue Reconstruction Project to MacArthur Construction in the amount of \$1,190,882.

Attachments

## Bid Comparison

**Contract ID:** 2030011  
**Description:** Reconstruction of Fair Avenue including water and sewer infrastructure  
**Location:** Fair Avenue Washington to Ninth  
**Projects(s):** 1

Rank	Bidder	Total Bid	% Over Low	% Over Est.
0	ENGINEER'S ESTIMATE	\$1,157,107.00	-2.83%	0.00%
1	( _2) MacArthur Construction	\$1,190,882.00	0.00%	2.91%
2	( _5) Elmer's	\$1,327,634.00	11.48%	14.73%

Line	Pay Item Code	Quantity	Units	(0) ENGINEER'S ESTIMATE		(1) MacArthur Construction		(2) Elmer's	
Description				Bid Price	Total	Bid Price	Total	Bid Price	Total
<b>Category: 0001 Street</b>									
0001	1100001	1	LSUM	\$1.00	\$1.00	\$150,000.00	\$150,000.00	\$40,000.00	\$40,000.00
	Mobilization, Max								
0002	2020002	1	Ea	\$1,500.00	\$1,500.00	\$1,200.00	\$1,200.00	\$1,900.00	\$1,900.00
	Tree, Rem, 19 inch to 36 inch								
0003	2030011	12	Ea	\$500.00	\$6,000.00	\$125.00	\$1,500.00	\$250.00	\$3,000.00
	Dr Structure, Rem								
0004	2040055	305	Syd	\$15.00	\$4,575.00	\$7.00	\$2,135.00	\$9.00	\$2,745.00
	Sidewalk, Rem								
0005	2050010	140	Cyd	\$10.00	\$1,400.00	\$0.01	\$1.40	\$25.00	\$3,500.00
	Embankment, CIP								
0006	2057021	2,685	Cyd	\$15.00	\$40,275.00	\$11.00	\$29,535.00	\$20.00	\$53,700.00
	_ Excavation, Earth, LM, Modified								
0007	2057021	500	Cyd	\$20.00	\$10,000.00	\$0.01	\$5.00	\$30.00	\$15,000.00
	_ Subgrade Undercutting, Type II, Modified								
0008	2080014	20	Ea	\$250.00	\$5,000.00	\$1.00	\$20.00	\$125.00	\$2,500.00
	Erosion Control, Filter Bag								
0009	3010002	500	Cyd	\$15.00	\$7,500.00	\$0.01	\$5.00	\$24.00	\$12,000.00
	Subbase, CIP								
0010	3027031	3,460	Ton	\$18.00	\$62,280.00	\$14.00	\$48,440.00	\$32.00	\$110,720.00
	_ Aggregate Base, 22A, Modified								
0011	4021202	6	Ea	\$300.00	\$1,800.00	\$200.00	\$1,200.00	\$150.00	\$900.00
	Sewer Tap, 8 inch								
0012	4027001	357	Ft	\$75.00	\$26,775.00	\$56.00	\$19,992.00	\$55.00	\$19,635.00
	_ Sewer, CL A, Sch 40 PVC, 8 inch, Tr Det B2								
0013	4027050	2	Ea	\$250.00	\$500.00	\$200.00	\$400.00	\$125.00	\$250.00
	_ Sewer Bulkhead, 8 inch								
0014	4030200	11	Ea	\$2,500.00	\$27,500.00	\$2,800.00	\$30,800.00	\$2,500.00	\$27,500.00
	Dr Structure, 24 inch dia Special								
0015	4037050	10	Ea	\$1,000.00	\$10,000.00	\$1,000.00	\$10,000.00	\$1,200.00	\$12,000.00
	_ Dr Structure Cover, Repl and Adj, Case 1, Modified								

Line	Pay Item Code	Quantity	Units	(0) ENGINEER'S ESTIMATE Bid Price	Total	(1) MacArthur Construction Bid Price	Total	(2) Elmer's Bid Price	Total
Description									
<b>Category: 0001 Street</b>									
0016	4040073	1,600	Ft	\$10.00	\$16,000.00	\$0.01	\$16.00	\$3.00	\$4,800.00
	Underdrain, Subgrade, 6 inch								
0017	4047050	10	Ea	\$150.00	\$1,500.00	\$0.01	\$0.10	\$75.00	\$750.00
	_ Unserdrain Outlet to Dr Structure, 6 inch								
0018	5010061	115	Ton	\$125.00	\$14,375.00	\$120.00	\$13,800.00	\$120.00	\$13,800.00
	HMA Approach								
0019	5017031	940	Ton	\$100.00	\$94,000.00	\$105.00	\$98,700.00	\$105.00	\$98,700.00
	_ HMA, 13A								
0020	8010005	496	Syd	\$50.00	\$24,800.00	\$64.00	\$31,744.00	\$62.00	\$30,752.00
	Driveway, Nonreinf Conc, 6 inch								
0021	8020023	3,146	Ft	\$25.00	\$78,650.00	\$29.00	\$91,234.00	\$28.00	\$88,088.00
	Curb and Gutter, Conc, Det C4								
0022	8030044	2,022	Sft	\$8.00	\$16,176.00	\$6.75	\$13,648.50	\$5.50	\$11,121.00
	Sidewalk, Conc, 4 inch								
0023	8030046	300	Sft	\$10.00	\$3,000.00	\$7.85	\$2,355.00	\$7.00	\$2,100.00
	Sidewalk, Conc, 6 inch								
0024	8032002	466	Sft	\$10.00	\$4,660.00	\$10.00	\$4,660.00	\$7.50	\$3,495.00
	Curb Ramp, Conc, 6 inch								
0025	8037001	90	Ft	\$90.00	\$8,100.00	\$122.00	\$10,980.00	\$90.00	\$8,100.00
	_ Detectable Warning Surface, Metal								
0026	8107051	1	LSUM	\$1,000.00	\$1,000.00	\$4,000.00	\$4,000.00	\$1,000.00	\$1,000.00
	_ Removing and Replacing Permanent Signage								
0027	8120012	18	Ea	\$125.00	\$2,250.00	\$150.00	\$2,700.00	\$100.00	\$1,800.00
	Barricade, Type III, High Intensity, Double Sided, Lighted, Furn								
0028	8120013	18	Ea	\$15.00	\$270.00	\$1.00	\$18.00	\$1.00	\$18.00
	Barricade, Type III, High Intensity, Double Sided, Lighted, Oper								
0029	8120026	20	Ea	\$150.00	\$3,000.00	\$200.00	\$4,000.00	\$100.00	\$2,000.00
	Pedestrian Type II Barricade, Temp								

Line	Pay Item Code	Quantity	Units	(0) ENGINEER'S ESTIMATE	(1) MacArthur Construction	(2) Elmer's
Description				Bid Price Total	Bid Price Total	Bid Price Total
<b>Category: 0001 Street</b>						
0030	8120170	1	LSUM	\$1,000.00 \$1,000.00	\$9,500.00 \$9,500.00	\$6,000.00 \$6,000.00
	Minor Traf Devices					
0031	8120252	25	Ea	\$50.00 \$1,250.00	\$25.00 \$625.00	\$25.00 \$625.00
	Plastic Drum, Fluorescent, Furn					
0032	8120253	25	Ea	\$5.00 \$125.00	\$1.00 \$25.00	\$1.00 \$25.00
	Plastic Drum, Fluorescent, Oper					
0033	8120350	550	Sft	\$10.00 \$5,500.00	\$1.00 \$550.00	\$5.00 \$2,750.00
	Sign, Type B, Temp, Prismatic, Furn					
0034	8120351	550	Sft	\$5.00 \$2,750.00	\$1.00 \$550.00	\$1.00 \$550.00
	Sign, Type B, Temp, Prismatic, Oper					
0035	8167011	3,250	Syd	\$15.00 \$48,750.00	\$7.00 \$22,750.00	\$14.00 \$45,500.00
	_ Slope Restoration					
0036	8247051	1	LSUM	\$5,000.00 \$5,000.00	\$20,000.00 \$20,000.00	\$9,500.00 \$9,500.00
	_ Contractor Staking, Modified					
<b>Category 1 Totals:</b>				<b>\$537,262.00</b>	<b>\$627,089.00</b>	<b>\$636,824.00</b>
<b>Category: 0002 Sanitary Sewer</b>						
0037	2030011	4	Ea	\$500.00 \$2,000.00	\$200.00 \$800.00	\$250.00 \$1,000.00
	Dr Structure, Rem					
0038	2030015	1,399	Ft	\$5.00 \$6,995.00	\$10.00 \$13,990.00	\$20.00 \$27,980.00
	Sewer, Rem, Less than 24 inch					
0039	4021203	1	Ea	\$500.00 \$500.00	\$200.00 \$200.00	\$450.00 \$450.00
	Sewer Tap, 10 inch					
0040	4021204	2	Ea	\$500.00 \$1,000.00	\$200.00 \$400.00	\$600.00 \$1,200.00
	Sewer Tap, 12 inch					
0041	4027001	30	Ft	\$100.00 \$3,000.00	\$100.00 \$3,000.00	\$90.00 \$2,700.00
	_ Sanitary Sewer, SDR 35, 10 inch, Tr Det B2					
0042	4027001	1,430	Ft	\$75.00 \$107,250.00	\$68.00 \$97,240.00	\$95.00 \$135,850.00
	_ Sanitary Sewer, SDR 35, 12 inch, Tr Det B2					

Line	Pay Item Code	Quantity	Units	(0) ENGINEER'S ESTIMATE	(1) MacArthur Construction	(2) Elmer's
Description				Bid Price Total	Bid Price Total	Bid Price Total
<b>Category: 0002 Sanitary Sewer</b>						
0043	4027050	45	Ea	\$1,500.00 \$67,500.00	\$1,400.00 \$63,000.00	\$2,200.00 \$99,000.00
_ Sanitary Sewer Service						
0044	4037050	4	Ea	\$3,500.00 \$14,000.00	\$4,100.00 \$16,400.00	\$3,000.00 \$12,000.00
_ Dr Structure, 48 inch dia, with Cover and Casting						
<b>Category 2 Totals:</b>				<b>\$202,245.00</b>	<b>\$195,030.00</b>	<b>\$280,180.00</b>
<b>Category: 0003 Water</b>						
0045	8237001	1,782	Ft	\$100.00 \$178,200.00	\$84.00 \$149,688.00	\$90.00 \$160,380.00
_ Water Main, DI, 8 inch, Tr Det G, Modified						
0046	8237050	1	Ea	\$1,500.00 \$1,500.00	\$875.00 \$875.00	\$450.00 \$450.00
_ Bend, DI, 135 Degree, 8 inch						
0047	8237050	12	Ea	\$1,200.00 \$14,400.00	\$875.00 \$10,500.00	\$450.00 \$5,400.00
_ Bend, DI, 45 Degree, 8 inch						
0048	8237050	9	Ea	\$1,000.00 \$9,000.00	\$2,000.00 \$18,000.00	\$7,000.00 \$63,000.00
_ Connect to Existing Water Main						
0049	8237050	1	Ea	\$1,500.00 \$1,500.00	\$1,500.00 \$1,500.00	\$1,200.00 \$1,200.00
_ Cross, DI, 8 inch x 8 inch						
0050	8237050	4	Ea	\$3,500.00 \$14,000.00	\$7,600.00 \$30,400.00	\$6,000.00 \$24,000.00
_ Fire Hydrant Assembly						
0051	8237050	4	Ea	\$500.00 \$2,000.00	\$100.00 \$400.00	\$950.00 \$3,800.00
_ Fire Hydrant Assembly, Rem						
0052	8237050	15	Ea	\$2,500.00 \$37,500.00	\$500.00 \$7,500.00	\$900.00 \$13,500.00
_ Fittings Not Shown on Plans						
0053	8237050	11	Ea	\$2,500.00 \$27,500.00	\$3,000.00 \$33,000.00	\$1,900.00 \$20,900.00
_ Gate Valve and Box, 8 inch, Modified						
0054	8237050	6	Ea	\$1,500.00 \$9,000.00	\$1,300.00 \$7,800.00	\$700.00 \$4,200.00
_ Tee, DI, 8 inch x 6 inch						
0055	8237050	6	Ea	\$1,500.00 \$9,000.00	\$1,350.00 \$8,100.00	\$800.00 \$4,800.00
_ Tee, DI, 8 inch x 8 inch						

Line	Pay Item Code	Quantity	Units	(0) ENGINEER'S ESTIMATE		(1) MacArthur Construction		(2) Elmer's	
Description				Bid Price	Total	Bid Price	Total	Bid Price	Total
<b>Category: 0003 Water</b>									
0056	8237050	45	Ea	\$2,500.00	\$112,500.00	\$1,800.00	\$81,000.00	\$2,200.00	\$99,000.00
_ Water Service									
0057	8237051	1	LSUM	\$1,500.00	\$1,500.00	\$20,000.00	\$20,000.00	\$10,000.00	\$10,000.00
_ Testing and Clorination									
<b>Category 3 Totals:</b>				<b>\$417,600.00</b>		<b>\$368,763.00</b>		<b>\$410,630.00</b>	
<b>Bid Totals:</b>				<b>\$1,157,107.00</b>		<b>\$1,190,882.00</b>		<b>\$1,327,634.00</b>	

# City of Alpena

Bid Name: Fair Avenue Reconstruction Bid Open Date: 10/31/23 @ 2:00 p.m.

Bidder	Addendum	Bid Security	Base Bid	Remarks
Team Elmer's Hillman, MI	✓ #1	✓	\$ 1,327,634	
MacArthur Construction	#1	✓	<del>\$ 368,703</del> 1,190,882	Addendum not acknowledged.

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



Bids Due: October 31, 2023  
Time: 2:00 p.m.

**BID LIST**  
**Fair Avenue Reconstruction**

MacArthur Construction  
1835 Gamage Road  
Hillman, MI 49746  
(989) 379-4024  
[adrianmacarthur@hotmail.com](mailto:adrianmacarthur@hotmail.com)

Everett Goodrich  
3851 Werth Road  
Alpena, MI 49707  
(989) 356-1791  
[Goodrich\\_paving@yahoo.com](mailto:Goodrich_paving@yahoo.com)

Team Elmer's  
704 E. Progress  
Hillman, MI 49746  
(989) 742-4531  
[jallen@teamelmers.com](mailto:jallen@teamelmers.com)

Bedrock Contracting  
2040 Hamilton Road  
Alpena, MI 49707  
(989) 358-2400  
[office@bedrockcon.com](mailto:office@bedrockcon.com)

D.J. McQuestion & Son's Inc.  
17708 18 Mile Road  
LeRoy, MI 49655  
(231) 768-4403  
[tompep@djmquestion.com](mailto:tompep@djmquestion.com)

Ryan Brothers  
14314 Pratt Road  
Ossineke, MI 49766  
(989) 370-1358  
[ryanbrosinc@hotmail.com](mailto:ryanbrosinc@hotmail.com)

Zann Brothers Construction  
2325 Gordon Road  
Alpena, MI 49707  
(989) 464-8114  
[zannbros@charter.net](mailto:zannbros@charter.net)

Hunt Brothers  
5828 M-55  
Whittemore, MI 48770  
(989) 362-2457  
[lynn@huntbroconcrete.com](mailto:lynn@huntbroconcrete.com)

Bolen's Asphalt Paving  
875 Airport Road  
East Tawas, MI 48730  
(989) 984-0923  
[bolen\\_asphalt@yahoo.com](mailto:bolen_asphalt@yahoo.com)

Environmental Excavating  
3555 M-32 W.  
Alpena, MI 49707  
(989) 356-1161  
[Jhansen5@charter.net](mailto:Jhansen5@charter.net)

J & N Construction  
1223 Anna Drive  
Gaylord, MI 49735  
(989) 732-8318  
[bids@jandnllc.com](mailto:bids@jandnllc.com)

C & C Excavating  
6859 Dietz Road  
Alpena, MI 49707  
(989) 590-7320  
[cstanden0811@gmail.com](mailto:cstanden0811@gmail.com)

Bids Due: October 31, 2023  
Time: 2:00 p.m.

**BID LIST**  
**Fair Avenue Reconstruction**

Collins Land Services LLC  
989-429-4710  
[tyler@collinslandservicesllc.com](mailto:tyler@collinslandservicesllc.com)


# Memorandum



Date: November 14, 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 Fire Hydrant Replacement

On October 31, 2023, the City received and opened bids for the 2023 Fire Hydrant Replacement Project. This project was necessitated due to several aged hydrants being broken and unusable. Due to the depth of the water main connecting these hydrants to the system, City crews will not be able to complete the replacements.

Bid documents were posted on the City website, sent to five (5) local firms and plan rooms with three (3) bids received as listed below:

E & M Property Improvements, Hillman	\$26,775.00
MacArthur Construction, Alpena	\$33,750.00
Bedrock Contracting, Alpena	\$34,821.30

Even though E & M Property Improvements is a new company to the City, the owner has previously performed similar work for the City while employed by another contractor and it is anticipated that they will be able to complete the work without any issues.

Adequate funding is available in this year's budget to cover the cost of these repairs.

Therefore, I recommend the following motion: To award the 2023 Fire Hydrant Replacement project to E & M Property Improvements in the amount of \$26,775.

Attachments



## 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

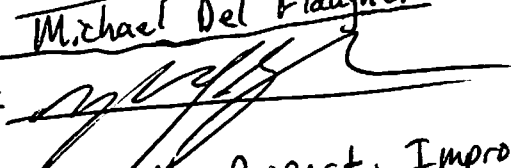
The Undersigned hereby proposes and agrees to furnish all necessary labor, tools, apparatus and other means of construction, and do all the work, for the unit prices named in the itemized bid to complete the work herein described for the City of Alpena all in accordance with the specifications and other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

Item of Work	Qty	Unit	Price	Extension
Mobilization and Traffic Control	1	LSUM	\$ 975. <sup>00</sup>	\$ 975. <sup>00</sup>
Fire Hydrant Assembly	3	Each	\$ 6,100. <sup>00</sup>	\$ 18,300. <sup>00</sup>
Fire Hydrant Assembly, Rem	3	Each	\$ 2,500. <sup>00</sup>	\$ 7,500. <sup>00</sup>
Total				\$ 26,775. <sup>00</sup>

Pricing does not include concrete removal or replace, asphalt removal or replace, denaturing and does not include rock excavation or jack hammering.

initials: MAF  
Name: Michael Del Flaughier  
signature:   
company: E and M Property Improvements LLC

City of Alpena

Bid Name: 2023 Fire Hydrant Replacement Project

Bid Open Date: 10/31/2023 @ 2:00 p.m.

Bidder	Addendum	Bid Security	Base Bid	Remarks
Bedrock Contracting Alpena, MI	✓ #1	NA	\$ 34,821.30	
E & M Property Improvements (EMPI) Hillman, MI	✓ #1	NA	\$ 26,775.00	
MacArthur Construction	#1	✓	\$ 33,750.00	No addendum noted

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

Bids Due: October 31, 2023  
Time: 2:00 p.m.

**BID LIST**  
**2023 Fire Hydrant Replacement**

MacArthur Construction  
1835 Gamage Road  
Hillman, MI 49746  
Ph: (989) 379-4024  
[adrianmacarthur@hotmail.com](mailto:adrianmacarthur@hotmail.com)

Environmental Excavating  
3555 M-32 W.  
Alpena, MI 49707  
Ph: (989) 356-1161  
[Jhansen5@charter.net](mailto:Jhansen5@charter.net)

Bedrock Contracting  
2040 Hamilton Road  
Alpena, MI 49707  
(989)358-2400  
[office@bedrockcon.com](mailto:office@bedrockcon.com)

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3851 Werth Road  
Alpena, MI 49707  
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# Memorandum


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Date: November 16, 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: Culligan Plaza Water Fountain – Wish Money

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Staff has considered the attached memo from Mike Collins in regard to the “wishing coins” recovered from the Culligan Plaza Water Fountain. While there are many worthy causes that the money could be donated to, we feel that it may prove difficult choosing one over another. The recommendation at this time would be to use it toward the forthcoming improvements to Culligan Plaza.

Recommended Motion: To approve the use of the wishing coin funds toward the improvements at Culligan Plaza.

## Attachments



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

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DATE: November 15, 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: Interlocal Agreement

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Dear City Council Members,

Attached for your consideration is an **Interlocal Agreement with the County of Alpena regarding the Alpena DDA Boundary Expansion & 2023 Development and Tax Increment Financing Plan.**

The Alpena County Commissioners approved the agreement on September 12, 2023. After the public hearing took place on the DDA Boundary Expansion on December 5, 2022, the County Commissioners had 60 days to opt out and exempt its taxes from capture under the plan, which they did. In lieu of a tax capture, they approved this agreement which would contribute funds to the boundary expansion and its associated economic development activities. The amounts over 30 years are based on what the DDA would have captured from the County's taxes.

The agreement will need to be approved by City Council once the two ordinances (No. 23-496 and No. 23-497) regarding the DDA Boundary Expansion are adopted.

*Recommendation: Approve the 2023 DDA Expansion Interlocal Agreement with the County of Alpena and authorize Mayor Matt Waligora to sign.*

Thank you,

A handwritten signature in black ink, appearing to read "Anne Gentry", written in a cursive style.

Anne Gentry, Executive Director



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

## **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

Matt J. Waligora, Mayor

Date

Exhibit B

<b>Year</b>	<b>County Contribution</b>
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
<b>TOTAL</b>	<b>\$374,980</b>



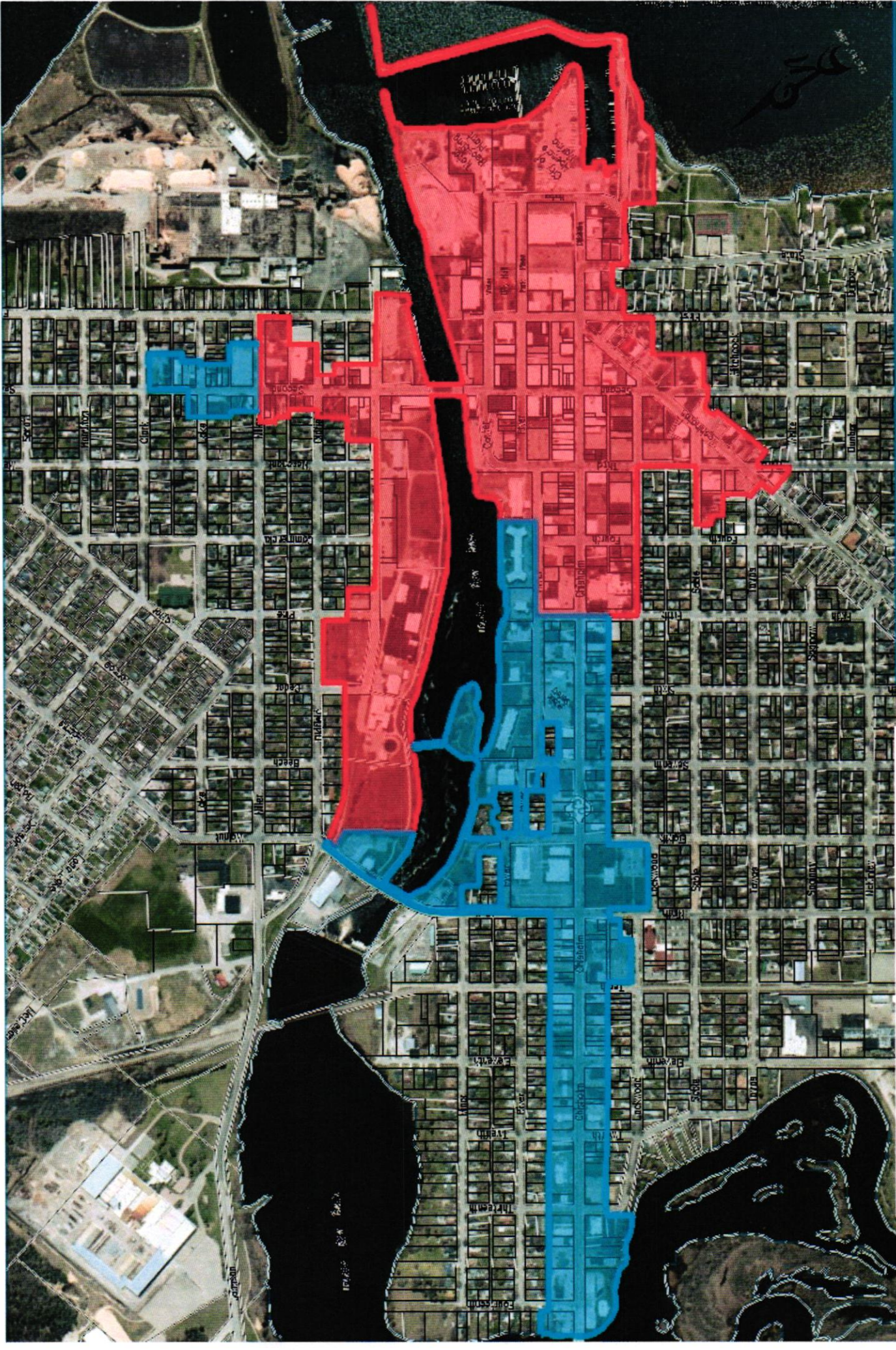
# DDA Boundary Map

## Proposed Expansion Area

Exhibit A

Red = existing DDA district

Blue= proposed parcels to add to DDA







Alpena Downtown  
Development Authority  
124 E. Chisholm Street  
Alpena, MI 49707

989.356.6422

[anneg@alpena.mi.us](mailto:anneg@alpena.mi.us)

[www.downtownalpenami.com](http://www.downtownalpenami.com)

DATE: November 15, 2023  
TO: Mayor and City Council Members  
COPY: Rachel Smolinski, City Manager  
Anna Soik, City Clerk/ Treasurer/ Finance Director  
FROM: Anne Gentry, Downtown Development Authority  
RE: Alleyway Update & Closure Request

The alleyway between 2<sup>nd</sup> and 3<sup>rd</sup> Ave. has continued to grow as a unique public space in Downtown Alpena. This summer, more and more people used the alleyway as a gathering space. We used it during the Flower Festival and Shades of Fall for live music, vendors, kids' activities, and more. Downtown businesses like Fresh Palate, Rusty Petunias Marketplace, and HopSide Brewery used it for their outdoor events and concerts. Pied Piper School partnered with us to plant and care for the flowers. We also completed 6 pieces of artwork through our Fresh Waves project with grant support from the Michigan Arts & Culture Council and the Sunset Project. We also received grant support from the Community Foundation for Northeast Michigan for the lights and planters. With these partnerships and the investment this year, the vision for the alleyway as a unique gathering space in the downtown truly came to life.

We are requesting **the closure of the alleyway to continue through the winter months and up until November 1, 2024.** It is our desire to have the alleyway closed permanently to automobile traffic, and this closure will allow us to "trial" a winter season and plan for next summer as well. I have discussed this with Shannon at the Department of Public Works, and they are open to the closure through the winter months. We will be meeting to discuss different options for snow removal more in depth. How this year goes will determine any future requests or plans for other updates in the alleyway (for example, bollards).

The adjacent business owners are supportive of closing the alleyway year-round. Keeping it closed to automobile traffic has enhanced safety for people walking and biking. Adding lights, murals, planters, and seating, have encouraged business owners to take advantage of the space for their own events, while creating one more unique public space downtown for residents and tourists alike.

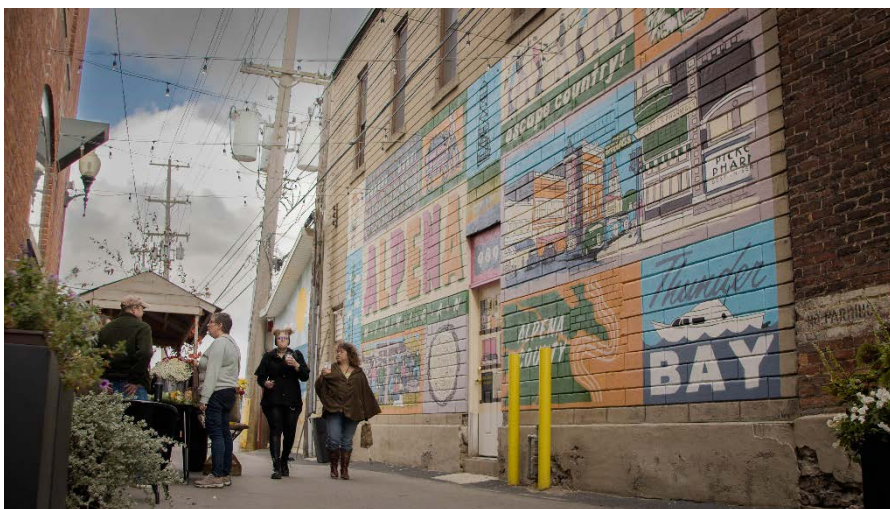
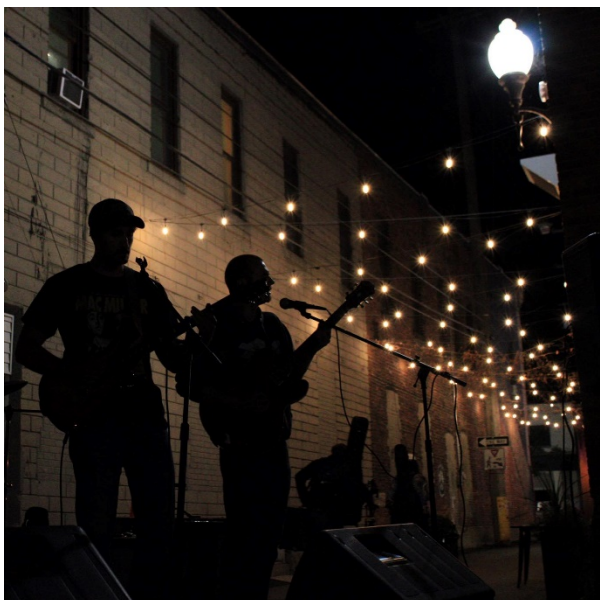
I have added some photos to this memo so you can see how the alleyway truly came to life this year. I appreciate your continued support of projects that have helped revitalize our downtown.

*Recommendation: To approve the closure of the alleyway between 2<sup>nd</sup> and 3<sup>rd</sup> Avenue through November 1, 2024.*

A handwritten signature in cursive script, appearing to read "Anne Gentry", written in dark ink.

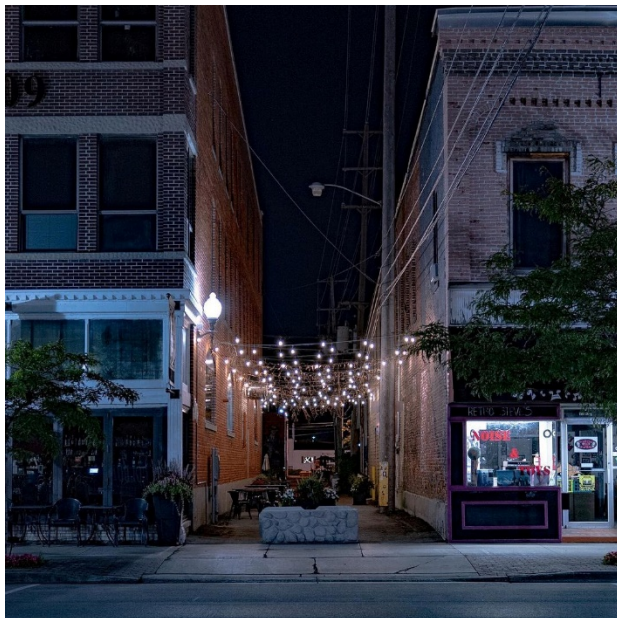
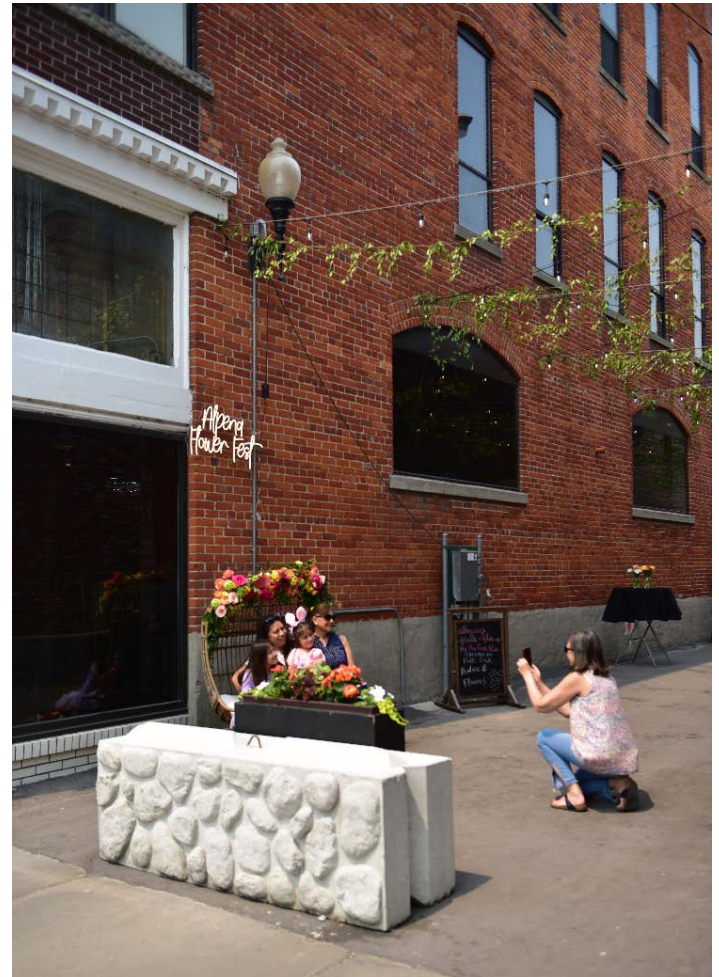
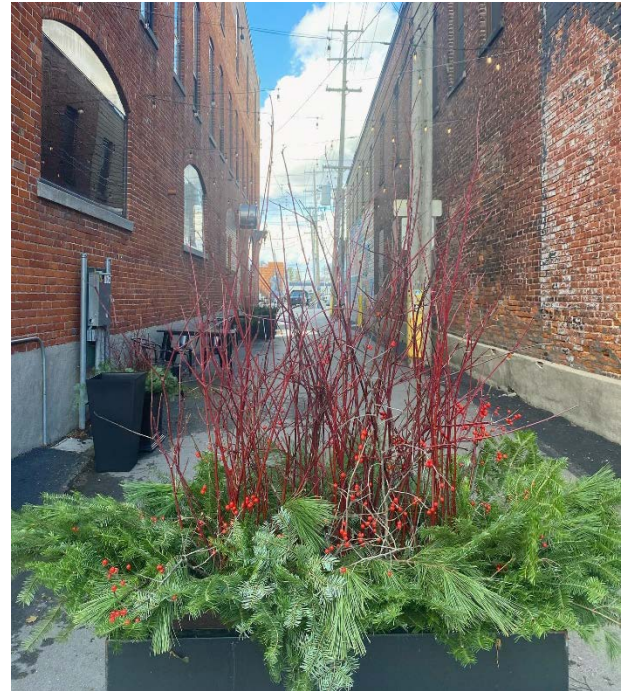
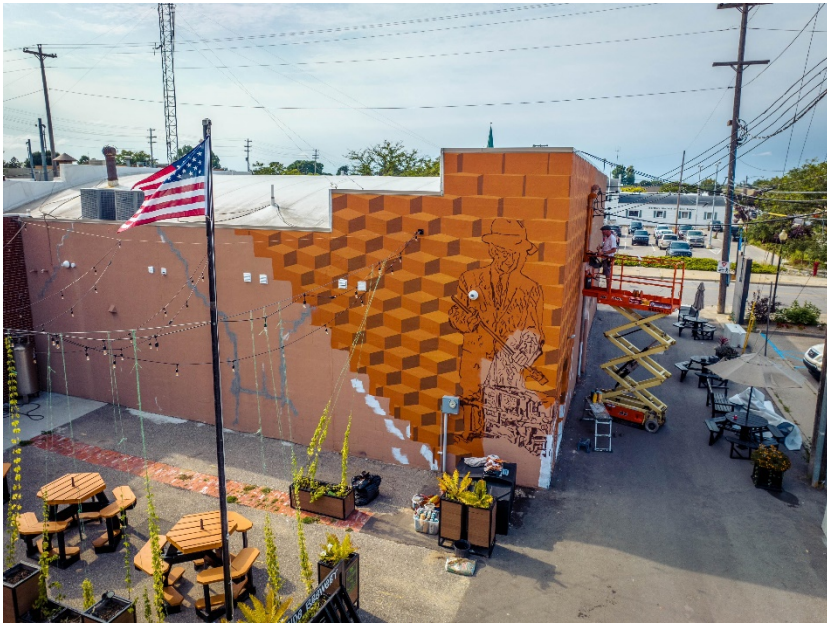
Anne Gentry, Executive Director





Photos of the alleyway in use this year. Top left photo by Mercier Music; underneath by Irving Entertainment.





Photos of the alleyway in use in 2023. Bottom left photo by @noah.jpg