

ALPENA CITY COUNCIL MEETING

February 5, 2018 – 6:00 p.m.

AGENDA

1. Call to Order.
2. Pledge of Allegiance.
3. Modifications to the Agenda.
4. Approve Minutes – Regular Session of January 15, 2018, Closed Session of January 15, 2018, and Special Session of January 25, 2018.
5. Citizens Appearing Before Council on Agenda and Non-Agenda Items (Citizens Shall be Allowed a Maximum of Five (5) Minutes Each to Address Their Concerns. This is the Only Time During a Council Meeting that Citizens are Allowed to Address the Council).
6. Consent Agenda.
 - A. Bills to be Allowed, in the Amount of \$583,826.93.
 - B. City Council Reappointments of Terry Gougeon, Tom Orth, and Roger Witherbee to the Wildlife Sanctuary Board for a Three-Year Term Expiring on February 1, 2021. City Council Appointment of Wayne Lewis to the Harbor Advisory Committee for a Three-Year Term Expiring on February 1, 2021.
7. Presentations.
8. Announcements.
9. Mayoral Proclamation.
10. Public Hearing.
 - A. Brownfield Plan for Property Located at 120 W. Washington Avenue.
 - 1) Open Public Hearing.
 - 2) Report by the Alpena Authority for Brownfield Redevelopment (AABR) Executive Director.
 - 3) Open Public Comment.
 - 4) Request Written Comments Received in the City Clerk's Office.
 - 5) Close Public Comment.
 - 6) City Council Discussion & Action.
11. Report of Officers.
12. Communications and Petitions.
 - A. Expansion of Flags Project to Include "Alpena's Flags of Honor" – Alpena Kiwanis Club and Alpena Boosters Club.
13. Unfinished Business.

14. New Business.
 - A. Proposal to Relocate Alpena Farmers Market to Mich-e-ke-wis Park.
 - B. RV Concept at Mich-e-ke-wis Park.
 - C. Contract for Administrative Services for Existing Community Development Block Grant Contract.
 - D. Bids.
 - 1) Mich-e-ke-wis Park Beach Volleyball Court Lighting.
 - 2) Hot Mixed Asphalt (HMA) Patching.
 - E. Renewal – City Concrete Contract with Bedrock Contracting.
15. Adjourn to Closed Session to Discuss Water/Sewer Litigation.

Greg E. Sundin
City Manager

COUNCIL PROCEEDINGS

January 15, 2018

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

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

Absent: None.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

MINUTES

The minutes of the regular session of January 2, 2018, and the closed session of January 2, 2018, were approved as printed.

CONSENT AGENDA

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

1. Bills Allowed – in the Amount of \$350,261.24 be Allowed and the Mayor and City Clerk Authorized to Sign Warrant in Payment of Same.
2. Two Mayoral Reappointments to the Authority for Brownfield Redevelopment for a Three-Year Term Expiring on January 1, 2021 (Michael Glowinski and Joseph Garber). One City Council Appointment to the Harbor Advisory Committee for a Three-Year Term Expiring on January 1, 2021 (AlDean Moe).
3. Appointment of Councilmember Cindy Johnson as a Member of the Sculpture Committee for Public Art Along the City Bi-Path.

Carried by unanimous vote.

COMPREHENSIVE ANNUAL FINANCIAL REPORT (CAFR)

Moved by Councilmember Nowak, seconded by Councilmember Johnson, that the Comprehensive Annual Financial Report (CAFR) – Fiscal Year Ended June 30, 2017, as completed by Phil Straley and Mark Sandula be received and filed.

Carried by unanimous vote.

TARGET ALPENA DEVELOPMENT CORPORATION SEMI-ANNUAL REPORT

Moved by Councilmember Nowak, seconded by Councilmember Johnson, that the Target Alpena Development Corporation Semi-Annual Report, as completed by Jim Klarich, Economic Development Director be received and filed.

Carried by unanimous vote.

REQUEST TO HIRE FIREFIGHTER/PARAMEDIC

Moved by Councilmember Nielsen, seconded by Councilmember Hess, to allow the

Fire/EMS Department to hire an additional Firefighter/Paramedic.

Carried by unanimous vote.

RECESS

The Municipal Council recessed at 6:59 p.m.

RECONVENE - CLOSED SESSION

Moved by Councilmember Johnson, seconded by Councilmember Nielsen, that the Municipal Council adjourn to a closed session at 7:08 p.m. to discuss Water and Sewer Litigation.

Carried by unanimous vote.

RECONVENE – OPEN SESSION

On motion of Councilmember Nowak, seconded by Councilmember Johnson, the Municipal Council reconvened in open session at 8:09 p.m.

Carried by unanimous vote.

On motion of Councilmember Nowak, seconded by Councilmember Johnson, the Municipal Council adjourned at 8:09 p.m.

MATTHEW J. WALIGORA
MAYOR

ATTEST:

Anna Soik
City Clerk

COUNCIL PROCEEDINGS

January 25, 2018

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

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

Absent: None

PRESENTATION OF THE RV CONCEPT PROPOSAL FOR MICH-E-KE-WIS PARK

Rich Sullenger, City Engineer, gave a presentation on the RV Concept Proposal for Mich-e-ke-wis Park.

PUBLIC COMMENT

The public comment period was open.

Edith Rosenthal Gerber, who lives at 164 Gilchrist Avenue, gave a definition of open space. She asked to not destroy the park. She is not in favor of the RV Park.

Jim Shaffer, who lives at 11850 Hubbard Lake Road, was concerned about losing the ability of accessing the lake. He suggested mimicking Ocqueoc Falls landscape. He is not in favor of the RV Park.

John Gilmet, who lives at 616 First Street, sat on Alpena's City Council from 1997-2006, and hopes the RV Park will be removed from the master plan. He believes credit should be used to repair roads and utilities. He is not in favor of the RV Park.

Beckie Durfee, who lives at 410 S. Addison Street, Apartment 1, asked council to reject the RV Park proposal. Her great-great-grandfather, Michael Paad, donated the land to Mich-e-ke-wis. She is not in favor of the RV Park.

Vernie Nethercut, who lives at 1139 Washington Avenue, asked Council to consider other options such as an all-seasons recreation area. She is not in favor of the RV Park.

Bonnie Altman, who lives at 657 Michigan Avenue, said her great-grandfather, Michael Paad, donated the land. She asked Council for a soft use of our resources that would not do harm. She is not in favor of the RV Park.

Charise McClendon, who lives at 521 Sable Street, started a petition to remove the RV Park from the master plan. She has 1,022 signatures on the petition. She is not in favor of the RV Park.

Edward Jahnke, who lives at 539 Thunder Bay Avenue, believes that people enjoy the park. He was concerned about flooding in the area and whether or not it is a good investment. He was not in favor of the RV Park.

Joseph Rybarczyk, who lives at 249 S. Second Avenue, presented a slideshow with his own proposal of how the land could be used. His proposal included a boardwalk, pier, planters, benches, solar panels to charge devices that could also provide shade, fire pits, public art, playgrounds, outdoor fitness, community space, tiered seating, bicycle rental, street food, a community garden, and raised beds for handicap. He is not in favor of the RV Park.

Shawn Sexton, who lives at 400 Long Rapids Road, said he supports Joseph Rybarczyk. He was not in favor of the RV Park.

Mary Beth Stutzman, who lives at 144 S. First Avenue, said that this is not a financially viable option. She is not in favor of the RV Park.

Rudy Bauer, who lives at 1326 Fox Farm Drive, thanked Council for researching the park. He supports the idea that Alpena needs an RV Park.

June Perry, who lives at 725 S. Third Avenue, brought a letter from former Mayor Carol Shafto. She is not in favor of the RV Park.

Chuck Knotts who lives at 634 and 702 Mack Avenue, said his great-grandfather owned the land. He believes the RV Park would be located too close to residences. He is not in favor of the RV Park.

Angie Skiba, who lives at 635 River Street, asked that the RV Park be permanently removed from the master plan. She suggested putting money into the fairgrounds instead of Mich-e-ke-wis. She promotes further growth in Alpena, but is not in favor of the RV Park.

Melissa Mendel, who lives at 150 S. Sheridan Street, mentioned that there is a plan for an RV Park at Rockport. She is not in favor of the RV Park.

Earl Martin, who lives at 17354 Beaver Lake Park Road, stated that he is the manager of Beaver Lake Park, and that he struggles to fill the park. He believes Mich-e-ke-wis should be developed so that it can be used every day of the year. He is not in favor of the RV Park.

Audrey Garant, who lives at 463 S. State Avenue, likes the idea of improvements or suggestions, but is not in favor of the RV Park at Mich-e-ke-wis.

The public comment period was closed.

City Manager Greg Sundin explained that a consultant was hired to work with the City, and a plan that included the RV Park was created. The plan was adopted with the RV Park included in it. When City Manager Sundin gave the “State of the City Address” in 2016, work had just begun on the splash park. After work on the splash park was complete, the plan was to move forward with improving Mich-e-ke-wis. He mentioned that staff is looking for direction from Council.

Councilmember Mike Nowak created a personal poll on Facebook in which 98% of people opposed the RV Park. He believes this needs to be removed from the master plan. He is not in favor of the RV Park.

Councilmember Cindy Johnson believes people want Mich-e-ke-wis to remain an open space. She is not in favor of the RV Park.

Councilmember Amber Hess created a poll on Facebook, which had an overwhelming response against the RV Park. She is not in favor of the RV Park.

Councilmember Susan Nielsen agreed that the lakefront should always be preserved. She is not in favor of the RV Park.

On motion of Councilmember Nowak, seconded by Councilmember Johnson, the Municipal Council adjourned at 7:50 p.m.

MATTHEW J. WALIGORA
MAYOR

ATTEST:

Anna Soik
City Clerk

INVOICE REGISTER

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EXP CHECK RUN DATES 02/06/2018 - 02/06/2018

UNJOURNALIZED

OPEN - CHECK TYPE: PAPER CHECK

6.A.

VENDOR	INVOICE #	DESCRIPTION	AMOUNT
ADVANCED ENGINEERING AND	56039	WATER RATE NEGOTIATIONS	28,264.18
ADVANCED ENGINEERING AND	56414	WATER RATE NEGOTIATIONS	9,785.50
AIRGAS USA LLC	9071827093	SUPPLIES - AMB DISP	71.51
AIRGAS USA LLC	9071929045	SUPPLIES - AMB DISP	30.15
AIRGAS USA LLC	9950121865	VEH MAINT - DPW	68.20
ALPENA AREA CHAMBER OF COMM	16103	CHAMBER TRAINING - MGR/PLAN/PW	60.00
ALPENA AREA CHAMBER OF COMM	16157	GMA TICKETS	36.00
ALPENA AUTO ELECTRIC	56302	VEH MAINT - AMB	250.00
ALPENA AUTO ELECTRIC	56331	VEH MAINT - DPW	175.00
ALPENA COUNTY TREASURER	630	GIS UPDATE FEE - ASSESSOR	100.00
ALPENA COUNTY TREASURER	631	PERS PROP STMT MAILING - ASSESSOR	396.96
ALPENA COUNTY TREASURER	236	SHARED CORE SUPPORT	3,572.70
ALPENA DIESEL SERVICE	55596	VEH MAINT - DPW	2.05
ALPENA DIESEL SERVICE	55664	VEH MAINT - DPW	397.03
ALPENA DIESEL SERVICE	55773	VEH MAINT - DPW	73.10
ALPENA DIESEL SERVICE	55851	VEH MAINT #46	176.72
ALPENA DIESEL SERVICE	55862	VEH MAINT #45	65.56
ALPENA DIESEL SERVICE	55984	VEH MAINT #94	62.16
ALPENA ELECTRIC MOTOR SERVICE	8896	VEH MAINT - DPW	110.00
ALPENA MARKETPLACE PRODUCTIONS	100 01/18	TAPING FEES - COUNCIL MTG	675.00
ALPENA POWER COMPANY	010118	ELECTRIC - DDA	65.25
ALPENA POWER COMPANY	020618	ELECTRIC	12,625.70
AMBER HESS	011918	TRAVEL EXPENSE - COUNCIL	358.02
AMERICAN MESSAGING	Z2535843SA	PAGER FEES	33.29
AS YOU WISH GOURMET EATERY	1234	FOOD/SERVICE - DDA	350.00
BC/BS OF MICHIGAN	64088 02/18	PREMIUM-HEALTH 02/18	41,449.29
CHARTER COMMUNICATIONS	7316 02/18	FAX LINE - PUBLIC WORKS	91.17
CITY OF ALPENA	1271-001 0118	SEW/WATER - MICH-E-KE-WIS	523.08
CITY OF ALPENA	4397-001 0118	SEW/WATER - CEMETERY	46.98
CITY OF ALPENA	4398-0101 0118	SEW/WATER - CEMETERY	58.20
CITY OF ALPENA	4528-001 0118	SEW/WATER - PUBLIC SAFETY	1,541.16
CITY OF ALPENA	6656-001 0118	SEW/WATER - PSF ANNEX	35.76
CITY OF ALPENA	8110-001 0118	SEW/WATER - STARLITE PROM	261.98
CITY OF ALPENA	8111-001 0118	SEW/WATER - STARLITE PROM	396.71
COCM	4521 01/18	2018 MEMBERSHIP DUES	40.00
CSI EMERGENCY APPARATUS	64218	SUPPLIES - FIRE	55.00
DE LAGE LANDEN FINANCIAL SERVICES	57760298	COPIER LEASE 02/18	8.51
DEAN ARBOUR FORD LINCOLN MERCURY	23991	VEH MAINT - DPW	42.34
DEAN ARBOUR FORD LINCOLN MERCURY	24046	SUPPLIES - AMB	55.60
DEARBORN NATIONAL	EAB1000041-1 02/18	PREMIUM/LIFE 02/18	748.88
DEARBORN NATIONAL	EAB1000041-1A	PREMIUM-DISABILITY 02/18	891.58
DELTA DENTAL PLAN OF MICHIGAN	0577 02/18	PREMIUM-DENTAL 02/18	6,256.53
DONALD GOSSELIN	012318	WORK APPAREL ALLOW - PW	51.86
DORNBOS SIGN & SAFETY INC	INV36705	SUPPLIES - PARKS	58.28
DOUGLAS KRUEGER	012918	TRAVEL EXPENSE - AMB	73.16
DTE ENERGY	011218	GAS - DDA	141.85
EAGLE ENGINEERING & SUPPLY CO	49483	MAINT - LIGHTS	238.65
EAGLE SUPPLY CO	105858	SUPPLIES - CITY HALL	163.00
EMERGENCY VEHICLES PLUS	1309	VEH MAINT - AMB	1,918.53
EVERETT GOODRICH TRUCKING & ASPHALT	2017-05A	HMA PATCHING 2017	13,513.88
FASTENAL COMPANY	MIALP149606	SUPPLIES - FIRE	84.96
FROST WEALTH ADVISORS	AP17-3140C	AMBULANCE REFUND	200.00
GABRIEL ROEDER SMITH & COMPANY	435138	ACTUARIAL VALUATION	5,550.00
GALLS LLC	009131212	UNIFORMS - FIRE/AMB	135.00
GALLS LLC	009149660	UNIFORMS - FIRE/AMB	54.00
GEORGIES TOWING & WRECKER SVC	115888	VEH MAINT #66	100.00
GEORGIES TOWING & WRECKER SVC	118434	VEH MAINT - AMB	1,225.00
GERRISH FIRE & EMS DEPARTMENT	011318	FIRE/EMS TRAINING	400.00
GIAMARCO MULLINS & HORTON PC	9	ATTY FEES - POLICE	1,964.00
GREG NOWAK	010918	SAFETY SHOE/WORK APPAREL ALLOW - PW	175.11
HANK LAFLEURE	122717	WORK APPAREL ALLOW - PW	74.98
HANSEN SALES & SERVICE	28962	VEH MAINT - DPW	37.60
HANSEN SALES & SERVICE	28963	VEH MAINT - DPW	(45.00)
HANSEN SALES & SERVICE	28811	VEH MAINT #38	11.40
HANSEN SALES & SERVICE	28864	VEH MAINT - DPW	228.85
HAROLD KNOPP	010918	TRAVEL EXPENSE - AMB	15.00
HAROLD KNOPP	011018	TRAVEL EXPENSE - AMB	15.00
HAVILAND	258778	SOFTENER SALT - SEWER	357.70
HEALTH EQUITY	12741 01/18A	HSA CONTRIBUTION 01/18	3,350.00
HELPNET EAP	17002	EMP ASST PROGRAM 01-03/18	623.31
HOME DEPOT CREDIT SERVICES	1064476	SUPPLIES - FIRE/AMB	47.50
INK AND TONER ALTERNATIVE	18-0192	SUPPLIES - IT	154.98

INVOICE REGISTER

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EXP CHECK RUN DATES 02/06/2018 - 02/06/2018

UNJOURNALIZED

OPEN - CHECK TYPE: PAPER CHECK

VENDOR	INVOICE #	DESCRIPTION	AMOUNT
INK AND TONER ALTERNATIVE	18-0276	SUPPLIES - IT	1,069.87
INTERNATIONAL CODE COUNCIL INC	1000849985	SUPPLIES - BLDG	256.00
ISACKSON & WALLACE PC	011518	MAILING FEES - CITY ATTY	20.84
JAMES STACHLEWITZ	012918	TRAVEL EXPENSE - AMB	71.89
JOHN NYE	010918	WORK APPAREL ALLOW - PKS	29.22
LAKESHORE PLUMBING, HEATING &	37289	MAINT - PUBLIC WORKS	723.50
LARRY'S AUTO COLLISION	012918	ACCIDENT REPAIR - AMB	322.20
LINDA WONG	AP17-0477A	AMBULANCE REFUND	52.74
MACARTHUR CONSTRUCTION INC	2017-08	SEW/WATER MAINS - ELEVENTH/CAMPBELL	133,161.17
MACARTHUR CONSTRUCTION INC	2017-08A	SEWER MAINS - CAMPBELL ST	46,699.36
MACARTHUR CONSTRUCTION INC	012918	REPLACE/INSTALL WATER VALVES	35,450.00
MARILYN GUIGAR	AP17-3069C	AMBULANCE REFUND	200.00
MCVEIGHS TRUCK SPRINGS	010282	SPRING/HANGER REPL #39	1,856.14
MCVEIGHS TRUCK SPRINGS	010319	VEH MAINT #40	1,776.14
MERIDIAN CONTRACTING SERVICES LLC	1767	GARAGE RENOVATIONS - CEMETERY	54,421.00
MHR BILLING	3076	BILLING 12/17 - AMBULANCE	9,611.34
MICHAEL MANCHESTER	011818	TRAVEL EXPENSE - AMB	13.39
MICHAEL SANDERS	011318	TRAVEL EXPENSE - AMB	76.16
MICHIGAN CAT	PD8251975	VEH MAINT #57	129.01
MICHIGAN CAT	PD8251976	VEH MAINT #57	250.58
MICHIGAN CAT	PD8251977	VEH MAINT #57	1.55
MICHIGAN CAT	PD8251979	VEH MAINT #57	16.22
MICHIGAN CAT	PD8251981	VEH MAINT #57	42.50
MICHIGAN CAT	PD8261034	VEH MAINT #57	46.98
MICHIGAN CAT	PD8261036	VEH MAINT #57	32.12
MICHIGAN PIPE & VALVE	T82527	STORES - CLAMPS	170.00
MICHIGAN PIPE & VALVE	T82528	STORES - CURB STOP	1,520.00
MICHIGAN STATE POLICE	551-503060	SOR REGISTRATION - POLICE	30.00
MICHIGAN TAX TRIBUNAL REPORTER INC	010618	SUBSCRIPTION - CITY ATTY	235.00
MID MICHIGAN HEALTH	700000774 01/18	EMP PHYS/TB TEST - C/T/F/A	71.00
MID MICHIGAN MEDICAL CENTER-ALPENA	010518	SUPPLIES - AMB DISP	790.00
MID MICHIGAN MEDICAL CENTER-ALPENA	M000519664	BLOOD DRAW - POLICE	40.00
MILLER OFFICE MACHINES	AR1936	SUPPLIES - IT	248.00
NALCO COMPANY	66073771	POLYMER VELIGON - WATER	1,015.87
NATIONAL FIRE PROTECTION ASSN	7088144X-DG	2018 DUES - BLDG OFFL	175.00
NICHOLAS HARRISON	123117	TRAVEL EXPENSE - AMB	27.90
NORTHERN ABSTRACT AND TITLE CO	TS-52100	TITLE SEARCH - PARKS	250.00
NORTHERN MICHIGAN CODE	010118	MADCAD SUBSCRIPTION - BLDG	300.00
OFFICE DEPOT	989054736001	SUPPLIES - POLICE	66.43
OFFICE DEPOT	989055237001	SUPPLIES - POLICE	34.99
OFFICE DEPOT	989055238001	SUPPLIES - POLICE	10.71
OFFICE DEPOT	990013206001	SUPPLIES - FIRE/AMB	67.46
OFFICE DEPOT	991463012001	SUPPLIES - POLICE	149.98
OFFICE DEPOT	992031687001	SUPPLIES - POLICE	52.28
OFFICE DEPOT	992681441001	SUPPLIES - POLICE	56.37
OFFICE DEPOT	992681506001	SUPPLIES - FIRE/AMB	20.16
OVERHEAD DOOR CO OF ALPENA INC	55890	MAINT - PUBLIC WORKS	1,333.66
OVERHEAD DOOR CO OF ALPENA INC	55936	BLDG MAINT - POLICE	146.55
PRIORITY ONE EMERGENCY	70037913	UNIFORMS - FIRE/AMB	74.99
PVS TECHNOLOGIES INC	234523	FERROUS CHLORIDE - SEWER	2,570.90
R A TOWNSEND CO	S1453183.001	MAINT - CITY HALL	270.89
RAFTELIS FINANCIAL CONSULTANTS INC	ALMI1708-04	WATER RATE NEGOTIATIONS	22,745.00
RAFTELIS FINANCIAL CONSULTANTS INC	ALMI1708-058	WATER RATE NEGOTIATIONS	20,129.94
RESERVE ACCOUNT-PITNEY BOWES	012918	POSTAGE - MAIL MACHINE	500.00
SEVAN K INC	313 12/17	VEH MAINT - POLICE	66.00
SIMBUS MARKETING LLC	013118	FACADE IMPROV - DDA	1,605.50
STAPLES BUSINESS ADVANTAGE	80481846285	SUPPLIES - CLERK/TREAS	125.66
STAPLES BUSINESS ADVANTAGE	8048379454	SUPPLIES - CLERK/TREAS	562.56
STATE OF MICHIGAN	025287 2018	MAINT - CITY HALL	195.00
STATE OF MICHIGAN	1267132	MIOSHA FINE - PUBLIC WORKS	450.00
STRALEY LAMP & KRAENZLEIN PC	27013	MONTHLY FEE 12/17	4,505.00
SUPERIOR FABRICATING INC	14880	VEH MAINT #73	124.00
TED FESTERLING LLC	6937	VEH MAINT - DPW	369.84
TED FESTERLING LLC	6938	VEH MAINT - DPW	553.27
TERMINAL SUPPLY CO	75810-01	VEH MAINT - DPW	11.98
TERMINAL SUPPLY CO	81712-00	VEH MAINT - DPW	161.61
THUNDER BAY AREA	011018	2018 MEMBERSHIP DUES	100.00
TIM SLOSSER	011418	TRAVEL EXPENSE - AMB	182.73
TRICARE FOR LIFE	AP17-2617C	AMBULANCE REFUND	114.37
UNIFIRST CORPORATION	012218	SUPP/MAINT - CH/PSF/PW/EQUIP	367.60
UTILITY FINANCIAL SOLUTIONS LLC	15382UFS	SEWER/WATER RATE MEDIATION	8,292.93
WAL-MART	004994	SUPPLIES - FIRE/AMB	220.05

INVOICE REGISTER

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EXP CHECK RUN DATES 02/06/2018 - 02/06/2018

UNJOURNALIZED

OPEN - CHECK TYPE: PAPER CHECK

VENDOR	INVOICE #	DESCRIPTION	AMOUNT
WEINKAUF PLUMBING & HEATING INC	83297	SEWER MAINS - LINCOLN/POTTER	1,094.60
WEINKAUF PLUMBING & HEATING INC	83311	MAINT - PUBLIC SAFETY BLDG	75.00
WEINKAUF PLUMBING & HEATING INC	2017-04	WTP BOILER REPLACEMENT	14,677.50
WEINKAUF PLUMBING & HEATING INC	012318	VAV UPGRADE - PUBLIC SAFETY	30,757.26
WITMER PUBLIC SAFETY GROUP	E1640974	SUPPLIES - FIRE/AMB	94.97
WITMER PUBLIC SAFETY GROUP	1829140	UNIFORMS - FIRE	262.97
WITMER PUBLIC SAFETY GROUP	1836558	UNIFORMS - FIRE/AMB	633.58
YOUNG GRAHAM & WENDLING PC	20719	WATER RATE NEGOTIATIONS	1,976.00
		Total:	548,238.43

CHECKS RAN ON 1/23/18 IN ORDER TO AVOID LATE CHARGES
(BREAKDOWN OF INVOICES PAID ATTACHED)

35,588.50

TOTAL FOR 2/5/18 COUNCIL MEETING

583,826.93

INVOICE REGISTER

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EXP CHECK RUN DATES 01/23/2018 - 01/23/2018

UNJOURNALIZED

OPEN - CHECK TYPE: PAPER CHECK

VENDOR	INVOICE #	DESCRIPTION	AMOUNT
ALPENA POWER COMPANY	012318	ELECTRIC	14,296.57
CHARTER COMMUNICATIONS	5434 02/18	FAX LINE - PUBLIC SAFETY	39.99
CHARTER COMMUNICATIONS	0591 02/18	FAX LINE - CITY HALL	79.98
DTE ENERGY	012318	GAS	17,679.62
FRONTIER	2793 01/18	TELEPHONE - POL/FIRE/AMB	103.17
TELNET WORLDWIDE	9322	TELEPHONE	404.12
VERIZON WIRELESS	9799025617	IPADS - GEN/AMB	1,396.35
VERIZON WIRELESS	9799603147	TELEPHONE	571.91
VERIZON WIRELESS	9799685891	TELEPHONE	1,016.79
Total:			35,588.50

2/15/2018

	NAME	BOARD	TERM	New Ex. Date	APPT AUTH
REAPPOINT	Terry Gougeon	Wildlife Sanctuary Board	3	2/1/2021	City Council
REAPPOINT	Roger Witherbee	Authority for Brownstone Redevelopment	3	2/1/2021	City Council
REAPPOINT	Tom Orth	Harbor Advisory Committee	3	2/1/2021	City Council
APPOINT	Wayne Lewis	Harbor Advisory Committee	3	2/1/2021	City Council



Memorandum

Date: February 1, 2018

To: Mayor Matthew J. Waligora
Alpena City Council Members

From: Greg Sundin, City Manager *GES*
Alpena Authority for Brownfield Redevelopment Director

RE: Gary P. and Cathy S. McDonald Brownfield Plan

At a meeting of the Alpena Authority for Brownfield Redevelopment (AABR) on January 31, 2018, the Authority Board adopted by a vote of 4-0 with one absent a resolution approving the above referenced Brownfield Plan and forwarding it to Council. The Plan allows the following eligible activities: the preparation of a Baseline Environmental Assessment (BEA) and Due Care Plan for property located at 120 W. Washington Avenue in downtown Alpena. Eligible activities may be funded under a brownfield plan for properties designated as a "Facility" under PA 381 of 1996. The property qualified as a "Facility" under a Phase 2 Environmental Site Assessment (ESA) conducted last fall on the property. As eligible activities, funding from the Authority's Site Remediation Fund may be provided as a grant to cover the activity costs.

Per the Act, the City must conduct a public hearing on the proposed Brownfield Plan and notify all affected taxing jurisdictions of the Plan and hearing. Notice of the public hearing was published in the Alpena News on January 24, 2018 and notices to the taxing jurisdictions were certified mailed on January 22, 2018 and properly signed for.

Staff will present a summary of the proposed Plan, and both the public and Council may provide comment or ask any questions. If Council concurs with the AABR Board approval of the Plan, it is asked to adopt the attached Resolution No. 2018-01.

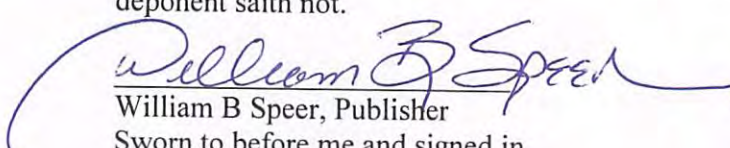
Alpena News Publishing Co
130 Park Place
Alpena, MI 49707
(989) 354-3111

State of Michigan)
County of Alpena) ss:

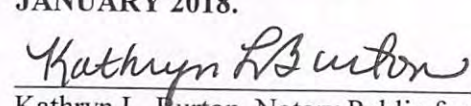
Personally appeared before me,
William B Speer Publisher of
Alpena Newspapers Publishing
A newspaper printed, published and
circulated in said county, and that he
knows of his own Knowledge that the

City of Alpena ** Notice of Public Hearing
McDonald

Made solemn oath that the attached
notice was inserted for 1 time(s) in said
newspaper; and that the first of said
publication was on the 24th day
JANUARY 2018 and the last of said
Publication was on the 24th day of
JANUARY 2018. And further
deponent saith not.


William B Speer, Publisher

Sworn to before me and signed in
my presence, this 25th day of
JANUARY 2018.


Kathryn L. Burton, Notary Public for
Alpena County, Acting in Alpena County.
Notary Expires: 9/3/19.

NOTICE OF PUBLIC
HEARING
Alpena City Council

APPROVAL OF
BROWNFIELD PLAN
for
Gary P. and Cathy S.
McDonald

In accordance with Public Act
381 of 1996, as amended,
the Alpena City Council will
conduct a public hearing to
consider approval of a
Brownfield Plan for Gary P.
and Cathy S. McDonald
(purchasers) for property
located at 120 W. Wash-
ington Avenue in Alpena,
Michigan. The hearing will
be held on Monday,
February 5, 2018 at
6:00pm in the Council
Chambers, City Hall, 208
North First Avenue, Alpe-
na, Michigan.

The purpose of the plan is to
allow for the expenditure of
funds from the Alpena Au-
thority for Brownfield
Redevelopment Local Site
Remediation Revolving
Fund (LSRRF) to pay for a
Baseline Environmental As-
sessment (BEA) and Due
Care Plan on the property.

Since the intent is to utilize ex-
isting LSRRF funds, tax
capture will not be required
utilizing Brownfield Tax In-
crement Financing (TIF).
Consequently, there will be
no fiscal or economic im-
pacts to any taxing jurisdic-
tion.

At the public hearing, all ci-
tizens, taxpayers and
representatives or officials
from any taxing jurisdiction
shall be afforded the oppor-
tunity to be heard regarding
the Brownfield Plan.

Copies of maps, plats (if appli-
cable) and the Brownfield
Plan are available for pub-
lic inspection during normal
business hours at the office
of the City Clerk. Questions
regarding the Brownfield
Plan may be directed to
Greg Sundin, City Manager
and AABR Executive Direc-
tor at (989) 354-1711 or at
gregs@alpena.mi.us.

This notice is given in accor-
dance with the notice and
approval requirements set
forth in Public Act 381 of
1996, as amended.

CITY OF ALPENA
By: Anna Soik
City Clerk/Treasurer/Finance
Director
(January 24)

**City of Alpena Authority for
Brownfield Redevelopment**

**Brownfield Plan
Gary P. and Cathy S. McDonald
Alpena, Michigan**

January 2018

**Prepared by:
Greg Sundin, AABR Executive Director**

**Approved by Alpena Authority for
Brownfield Redevelopment: 1-31-18**

Public Hearing: 2-5-18

Approved by Alpena City Council: _____

**Brownfield Plan
Gary P. and Cathy S. McDonald
Alpena, Michigan**

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Table 1	Anticipated Eligible Activities Costs
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FIGURES

Figure 1	Legal Description
Figure 2	Eligible Property Location Map
Figure 3	Eligible Property Boundaries

ATTACHMENTS

Alpena Authority for Brownfield Redevelopment Brownfield Plan Approval Resolution
Alpena City Council Brownfield Plan Approval Resolution

PROJECT SUMMARY

Gary P. and Cathy S. McDonald, owners of McDonald Auto Supply (126 W. Washington) have signed a purchase agreement with Norma M. Smith to acquire the vacant adjacent parcel located at 120 W. Washington Avenue for possible future building expansion and/or parking for their business. The property is irregularly shaped with its primary frontage on Washington Avenue with an additional frontage on S. Second that provides ingress and egress only. The property contains 0.234 acres and is zoned CBD (Central Business District). The site has been occupied since at least 1884, originally as a residence and boarding house, and from approximately 1920 until 1970 it operated as a filling and automotive service station. After that it was utilized as a bus terminal (Smith Bus Lines) until the early 2000s. It has been vacant since and the building was demolished in 2011. The current owner, Norma M. Smith, had a Phase 1 Environmental Site Assessment (ESA) conducted on the property, which indicated a number of Recognizable Environmental Conditions (RECs). With a potential interested party in the McDonalds, it was necessary to proceed to the Phase 2 ESA. Due to its higher cost, the City AABR was asked if it could assist. The ABR Board authorized the use of Local Site Remediation funds to conduct a geophysical survey and a Phase 2 ESA to determine whether the property was indeed a facility. These activities were completed in November 2017 at an approved cost of \$12,446.15. From the findings the site was determined to be a facility. Consequently, to protect the purchaser from any potential liability a Baseline Environmental Assessment (BEA) needs to be completed and filed with the Michigan Department of Environmental Quality (MDEQ) no later than 45 days after the purchase the property. The potential purchaser and the ABR staff are requesting to again utilize the Authority's Local Site Remediation Revolving Loan Fund (LSRRF) to finance the following eligible activities: Baseline Environmental Assessment (BEA) and Due Care Plan. LSRRF revenues may be used for Eligible Activities on Eligible Property, as defined by Act 381, PA 1996 as amended.

The above activities are Eligible Activities under Act 381 for a Part 201 Facility. The 120 W. Washington Avenue property was identified as a Part 201 "Facility" in the Phase 2 Environmental Site Assessment (ESA) conducted late last year. Although no underground storage tanks (USTs) were found (all had been previously removed), concentrations of contaminants were detected in two groundwater monitoring wells in excess of both Generic Groundwater Surface Water Interface Criteria and Residential Drinking Water Criteria. No remediation funds are being requested at this time.

The property will likely in time generate tax increment revenue; however no Tax Increment Finance (TIF) capture is proposed. The sole purpose for the Brownfield Plan is to allow for the expenditure of funds from the AABR LSRRF for the eligible activities listed above for a Part 201 "Facility" under Act 381.

Project Name:	Gary P. and Cathy S. McDonald
Project Location:	The eligible property is located at 120 W. Washington Avenue in the City of Alpena, Alpena County, Michigan.
Property Tax ID #:	04-093-417-000-384-00
Type of Eligible Property:	Existing Part 201 "Facility"
Eligible Activities:	Baseline Environmental Assessment (BEA) and Due Care Plan
Eligible Activity Costs:	UP TO \$6,000

Years to Complete Eligible Activity Payback:	<i>Not Applicable</i>
Estimated Eligible Investment:	Unknown at this time
Annual Tax Revenue Before Project:	\$766
Estimated Annual Tax Revenue in First Year After Project:	Unknown at this time, but definite increase upon future redevelopment

BROWNFIELD PLAN

**GARY P. AND CATHY S. MCDONALD
CITY OF ALPENA, ALPENA COUNTY, MICHIGAN**

**ALPENA AUTHORITY FOR
BROWNFIELD REDEVELOPMENT**

Introduction

Act 381, P.A. 1996, as amended, was enacted to promote the revitalization, redevelopment and reuse of contaminated, tax reverted, blighted or functionally obsolete property through incentives adopted as part of a brownfield plan. The brownfield plan outlines the qualifications, costs, impacts, and incentives for the project.

The brownfield plan must be approved by the brownfield redevelopment authority established under Act 381 and the governing body of the authority's municipality in order to take effect. The state must approve the eligible activities if state taxes are to be captured.

The Alpena City Council established the Alpena Authority for Brownfield Redevelopment under the procedures required under Act 381 and filed the resolution with the Secretary of State on March 21, 1997.

This Brownfield Plan is for property located at 120 W. Washington Avenue in the City of Alpena, Michigan to be purchased by Gary P. and Cathy S. McDonald for possible future building expansion and/or parking for their business, McDonald Auto Supply, consistent with Act 381. The Brownfield Plan describes the public purpose and qualifying factors for determining the site as a Brownfield Eligible Property, the Brownfield Eligible Activities and estimated costs, the impacts of tax increment financing, and other project factors.

Public Purpose (MCL 125.2664(1):

Gary P. and Cathy S. McDonald have a Purchase Agreement to acquire a 0.234 acre site in downtown Alpena. The intent is to utilize the property in the future for possible building expansion and/or parking for their adjacent business, McDonald Auto Supply. A Phase 1 ESA, Geophysical Survey and Phase 2

ESA have been completed and determined that the site is a Part 201 “Facility” under Act 381. The purpose of this Brownfield Plan is to authorize the use of LSRRF funds to complete a BEA and Due Care Plan prior to the actual purchase of the property.

Description of Project and Plan Costs (MCL 125.2663(1)(a):

Eligible Environmental Activities include: Baseline Environmental Assessment (BEA) and Due Care Plan.

The maximum Environmental Eligible Activity costs are estimated at \$6,000.

Summary of Eligible Activities (MCL 125.2663(1)(b):

Act 381 provides for the costs of certain eligible environmental activities to be reimbursed through tax increment financing. The following is a summary of Michigan Department of Environmental Quality (MDEQ) Environmental Eligible Activities.

MDEQ Environmental Eligible Activities:

Baseline Environmental Assessment (BEA): Since the 120 W. Washington Avenue property was designated a Part 201 “Facility” under the recently completed Phase 2 ESA a BEA for the site will be developed to document existing contamination on the site and protect the purchasers, Gary P. and Cathy S. McDonald, from environmental liability for such past contamination.

Due Care Plan: While a BEA provides exemption for environmental liability, purchasers still have Due Care responsibilities to prevent exposure to or exacerbation of pre-existing contamination. A Due Care Plan will be prepared that will outline the limitations and conditions for the use and development of the property in order not to exacerbate the existing contamination on the site; provide direction on the handling of contaminated soil, if disturbed during construction activities; and ongoing preventative measures required to maintain the safety of the site for its intended use.

The use of the LSRRF funds for the BEA and Due Care Plan are proposed as direct grants.

MSF Developmental Eligible Activities:

There are no MSF Non-Environmental Eligible Activities proposed under this Brownfield Plan.

Table 1
Estimated Cost of Eligible Non Environmental Activities

<u>Eligible Activities</u>	Estimated Cost
BEA	<i>\$3,000</i>
Due Care Plan	<i>\$3,000</i>
MDEQ Eligible Activities Total	<i>\$6,000</i>

Estimate of Captured Taxable Value and Tax Increment Revenues (MCL 125.2663(1)(c):

The initial taxable value for the eligible property will be set at the taxable value as of the approval date of this plan, as shown by the next assessment roll for which equalization has been completed, as allowed under Act 381. The initial taxable value is established by this Brownfield Plan as the value as of December 31, 2017 and will be \$13,400. The total eligible activity cost is capped at \$6,000. Although there will be private investment on the property in the future, the value is unknown at this time. There is no intention to capture any incremental increase in taxable value as part of this Brownfield Plan.

Method of Financing Plan Costs (MCL 125.2663(1)(d):

Eligible Activities will be financed by the Alpena Authority for Brownfield Redevelopment through the Local Site Remediation Revolving Fund (LSRRF).

Maximum Amount of Indebtedness (MCL 125.2663(1)(e):

The maximum amount of indebtedness will be \$6,000 in MDEQ Eligible Activities.

Duration of Brownfield Plan (MCL 125.2663(1)(f):

The duration of the Plan will be the timeframe in which Eligible Activities will occur, anticipated to be within 6 months of the approval of the Brownfield Plan.

Estimate of Impact of Tax Increment Financing on Taxing Jurisdictions (MCL 125.2663(1)(g):

Because no tax increment will be captured from the eligible property, there will not be an impact on taxing jurisdictions.

Legal Description, Location, and Determination of Eligibility (MCL 125.2663(1)(h):

Legal Description: See attached Figure 1.

Location: A map depicting the location of the parcel that comprises the Eligible Property and its dimensions are included in the Appendix, Figures 2 and 3.

Eligibility Determination: The property is currently classified as a Part 201 “Facility” under the recently completed Phase 2 ESA.

Estimate of Number of Persons Residing on Eligible Property (MCL 125.2663(1)(i):

There are no residential dwellings on the Eligible Property.

Plan for Residential Relocation (MCL 125.2663(1)(j):

Not Applicable as there are no residential units on the Eligible Property.

Provision of Costs of Relocation (MCL 125.2663(1)(k):

Not Applicable – see above.

Strategy to Comply with Relocation Assistance Act, MCL 213.321 to 213.332 (MCL 125.2663(1)(l):

Not Applicable – see above.

Description of Proposed Use of the Local Site Remediation Revolving Fund

(MCL 125.2663(1)(m):

Use of the Local Site Remediation Revolving Fund will be consistent with the requirements of Act 381, including expenses for eligible activities on eligible property.

Other Material Required by the Authority or Governing Body

(MCL 125.2663(1)(n):

None.

Tables

Table 1 MDEQ Environmental Eligible Activities Costs

Figures

Figure 1 – Legal Description of Property

Figure 2 – Eligible Property Location Map

Figure 3 – Eligible Property Site Map

Attachments

Brownfield Plan Approval Resolutions

Exhibit A

Legal Description

120 W. Washington Avenue

093-417-000-384-00

A strip of land 20 feet wide and 91.5 feet long in the Northwest Corner of Lot 2, Block 12. Also the North 91.5 feet of Lot 3, Block 12, Hitchcock's 1st Addition to the City of Alpena commencing at a Point in the South Line of Washington Avenue, said Point being 20 feet East of the Northwest Corner of Lot 2; thence, southerly and Parallel with the West Line of Lot 2, 91.5 feet; thence, West and Parallel with the North Line of Lot 2, 10.7 feet; thence, South 12°45' East through Lot 2 and Lot 20, 69.5 feet to the Northwestern Line of S. Second Avenue; thence, Northeasterly along the Northwestern Line of S. Second Avenue 23.9 feet; thence, North 12° West 53.3 feet; thence, North 5°50' East and Parallel with the West Line of Lot 2, 91.5 feet to the North Line of Lot 2; thence, Westerly along the North Line of Lot 2, 12 feet to the Point of Beginning, being Part of Lots 2 and 20, Block 12, Hitchcock's 1st Addition to the City of Alpena.



120 West Washington Av - Figure 2: Project Location Map
Alpena Authority for Brownfield Redevelopment





1/23/2018
E:\Project Maps\GREG\Brownfields\Former Bus Stop.dgn

120 West Washington Av-Figure 3: Project Site Map
Alpena Authority for Brownfield Redevelopment

**CITY OF ALPENA
AUTHORITY FOR BROWNFIELD REDEVELOPMENT**

**RESOLUTION APPROVING AND AUTHORIZING TRANSMITTAL OF THE
GARY P. AND CATHY S. McDONALD BROWNFIELD PLAN**

WHEREAS, The Michigan Brownfield Redevelopment Financing Act, Act 381, P.A. 1996 as amended, authorizes municipalities to create a brownfield redevelopment authority to promote the revitalization, redevelopment, and reuse of contaminated, blighted, functionally obsolete, or tax reverted property through tax increment financing of eligible environmental and non-environmental activities; and

WHEREAS, the Alpena City Council (the "Council") pursuant to and in accordance with the provisions of the Brownfield Redevelopment Financing Act, being Act 381 of the Public Acts of the State of Michigan of 1996, as amended (the "Act"), has established the Alpena Authority for Brownfield Redevelopment (AABR) to facilitate the cleanup and redevelopment of brownfields within the City of Alpena; and

WHEREAS, a Brownfield Plan for Gary P. and Cathy S. McDonald (purchasers) has been prepared and submitted that outlines the qualifications, costs, impacts, and incentives for the McDonalds to utilize the Alpena Authority for Brownfield Redevelopment Local Site Remediation Revolving Fund to fund the following Eligible Activities: Baseline Environmental Assessment (BEA) and Due Care Plan for property located at 120 W. Washington Avenue; and

WHEREAS, the Alpena Authority for Brownfield Redevelopment has reviewed the Brownfield Plan and finds that it meets the requirements of Act 381 and constitutes a public purpose by promoting economic development and the ongoing adaptive re-use of a former commercial property; and

WHEREAS, a public hearing on the Brownfield Plan is scheduled to be held at the regular meeting of the Alpena City Council on February 5, 2018 and notice of the public hearing and notice to taxing jurisdictions have been provided in compliance with the requirements of Act 381;

NOW, THEREFORE, BE IT RESOLVED that the Alpena Authority for Brownfield Redevelopment hereby approves the Brownfield Plan for Gary P. and Cathy S. McDonald, and authorizes its transmittal to the Alpena City Council with a recommendation for approval.

Board Member Klarich moved to adopt the above resolution, seconded by Board Member Glowinski.

Ayes: Glowinski, Waligora, Klarich and Garber

Nays: None

Abstain: None

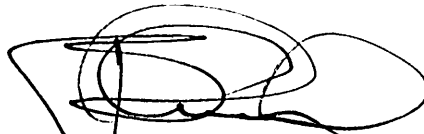
Absent: Mahler

Resolution declared adopted.

The undersigned being duly qualified and Board Secretary of the City of Alpena Brownfield Redevelopment Authority hereby certifies that (1) the foregoing is a true and complete copy of a resolution adopted by the Board at a regular meeting held on January 31, 2018, at which meeting a quorum was present and remained throughout, (2) the original thereof is on file in the records of the proceedings of the Board, (3) the meeting was conducted, and public notice thereof was given, pursuant to and in full compliance with the Open Meetings Act (Act No. 267, Public Acts of Michigan, 1976, as amended), and (4) minutes of such meeting were kept and will be or have been made as required thereby.

1-31-18

Date



Jim Klarich, Board Secretary

RESOLUTION 2018-01

A RESOLUTION APPROVING THE GARY P. AND CATHY S. McDONALD BROWNFIELD PLAN FOR THE CITY OF ALPENA PURSUANT TO AND IN ACCORDANCE WITH THE PROVISIONS OF ACT 381 OF THE PUBLIC ACTS OF THE STATE OF MICHIGAN OF 1996, AS AMENDED

WHEREAS, the Michigan Brownfield Redevelopment Financing Act, Public Act 381 of 1996, as amended, authorizes municipalities to create a brownfield redevelopment authority to promote the revitalization, redevelopment, and reuse of contaminated, blighted, functionally obsolete, or tax reverted property through tax increment financing of eligible environmental and/or developmental activities; and

WHEREAS, the Alpena City Council established the City of Alpena Authority for Brownfield Redevelopment and filed with the Secretary of State on March 21, 1997; and

WHEREAS, the City of Alpena Authority for Brownfield Redevelopment has reviewed and approved by resolution the Brownfield Plan for Gary P. and Cathy S. McDonald for property located at 120 W. Washington Avenue at their January 31, 2018 meeting and recommends approval by the Alpena City Council; and

WHEREAS, the Alpena City Council has made the following determinations and findings:

- A. The Brownfield Plan constitutes a public purpose of promoting economic development and the ongoing adaptive re-use of a vacant commercial property;
- B. The Plan meets all the requirements for a Brownfield Plan set forth in Section 13 of the Act;
- C. The cost of the eligible activities proposed in the amended Plan are reasonable and necessary to carry out the purposes of the Act;
- D. All funds to be used for eligible activities are currently deposited in the Authority's Local Site Remediation Revolving Fund, therefore no tax increment financing will be utilized; and

WHEREAS, a public hearing on the Brownfield Plan has been noticed and held on February 5, 2018 and notice to taxing jurisdictions has been provided in compliance with the requirements of Act 381;

NOW THEREFORE, BE IT RESOLVED that the Alpena City Council hereby approves the Brownfield Plan for Gary P. and Cathy S. McDonald.

Councilmember _____ moved the adoption of the above resolution, seconded by Councilmember _____.

Ayes:

Nays:

Absent:

Resolution declared adopted.

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 February 5, 2018.

Anna Soik
City Clerk



Alpena Kiwanis/Booster Clubs Flag Project

Approximately one year ago the Alpena Kiwanis Club and the Alpena Boosters Club asked the Alpena City Council for approval to establish a project where we would ask the community to help us sponsor flags that would honor the veterans that are memorialized at Little Flanders Field. We believe your approval initiated a patriotic tradition that we hope



we can share with our community for many years to come. "*The Heroes Avenue of Flags*" starts at Little Flanders Field and follows the Bi-Path through Washington Park. We have received many positive comments from folks about how the flags bring a sense of patriotic pride to the community.

The flags were on display for the following holidays:

- Memorial Day
- Flag Day
- 4th of July
- Labor Day through Patriot (9-11) Day
- Veteran's Day

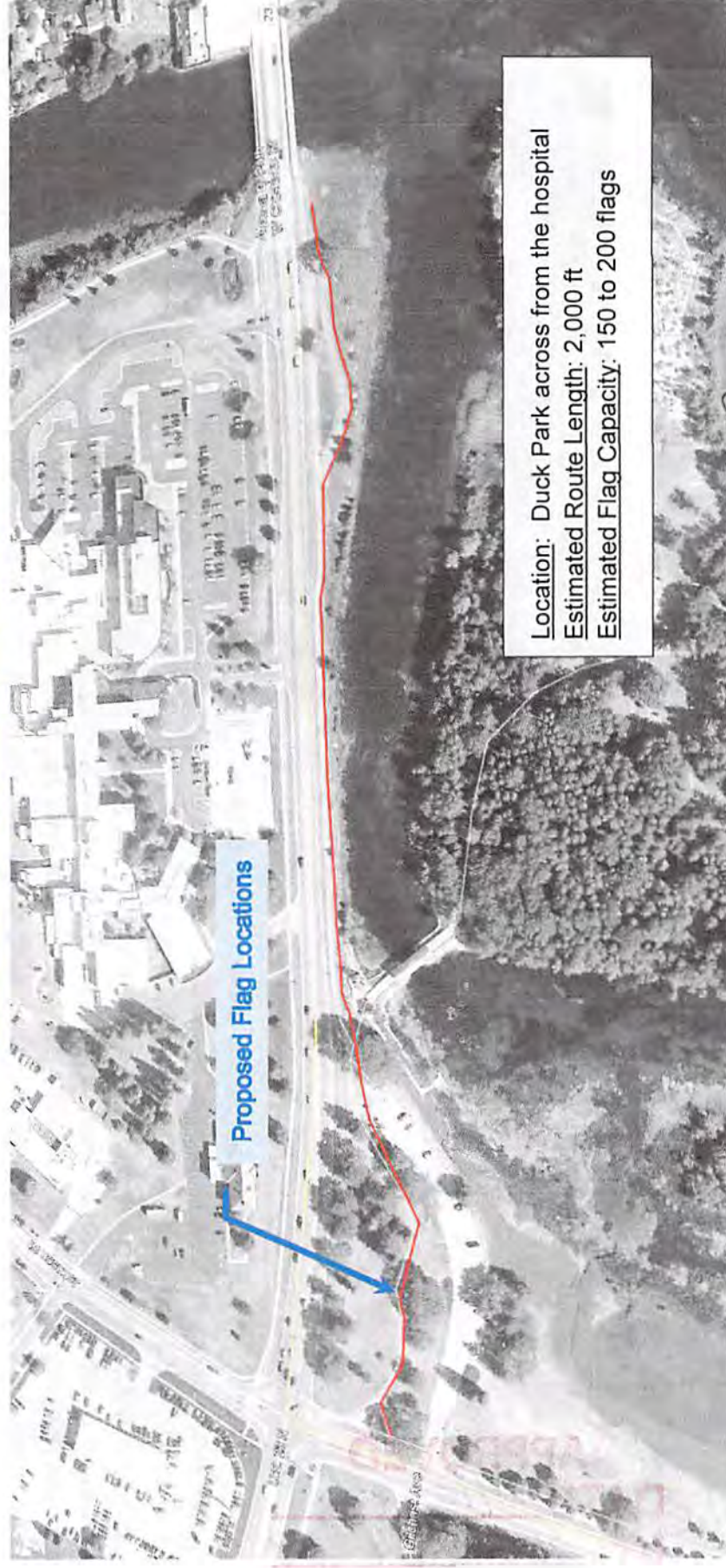
We are again before you asking for your approval to continue seeking sponsorships of the "*The Heroes Avenue of Flags*", and also allow us to expand this project to include "*Alpena's Flags of Honor*". The scope for the "*The Heroes Avenue of Flags*" will continue to be the same as last year, where each flag will only represent a veteran memorialized at Little Flanders Field.

APPROVED
DATE 1/15/18
BY Anna Soik

The criteria for sponsoring a flag along “**Alpena’s Flags of Honor**” will be expanded to allow anyone to sponsor a flag for anyone else (living or deceased). We have received several requests for sponsorship criteria where more people can be honored – so we are trying to respect those requests now.

We are proposing “**Alpena’s Flags of Honor**” to be located along the Bi-Path in the area of the Duck Park (Chisholm Street Bridge, passing in front of the Covered Bridge, and ending at Long Rapids Road). We feel that this site offers great public exposure, a capacity of 150/200 flags, and the least amount of risk relative to damage and maintenance.

ALPENAS FLAGS OF HONOR



The Council's acceptance of this expanded flag project would be appreciated.

Stan Nelson

Alpena Kiwanis Club – Immediate Past President



Memorandum

Date: January 31, 2018

To: Mayor Matt Waligora and City Council

Copy: Greg Sundin, City Manager

From: Adam Poll, Planning and Development Director

Subject: Farmers Market Relocation Request

Earlier in January representatives of the Farmers Market approached City staff about the possibility of relocating the Farmers market to another more visible location. Staff met with the Farmers Market representatives, after discussion of various locations, the preferred location by the Farmers Market was Mich-e-ke-wis Park. Farmers Market representatives felt the enhanced visibility would bring in additional customers, and the location of the park was more conducive for families with children.

They have requested to locate in Mich-e-ke-wis Park for 2018 as a trial to see if the location would meet their needs. Staff has indicated to the representatives that later this year there are plans to look at the Mich-e-ke-wis Plan, and a long term commitment could not be made until after that planning process occurs. They are proposing to locate along the gravel drive behind Performance Locker in an effort to reduce vehicular traffic on the grass area as much as possible. They have indicated that any damage to the grass would be repaired by the Farmers Market. A map is attached indicating the proposed location. Dion Stepanski will be present to represent the Farmers Market and answer any questions.



Proposal To Relocate Alpena Farmers Market to Mich-e-ke-wis

Over the past several years the Alpena Farmers Market has continued to grow. Our need for a larger, more family-friendly space that is more visible to the public has also grown. After an initial meeting with members of city staff, we have decided that the backside of the large field at Mich-e-ke-wis would provide the market with an ideal location. The space would meet both our size needs as well as provide a grounds for which the Farmers Market could develop into an even more family-centric destination. Overall, the bustling activity that would become visible to much of Alpena's through traffic would benefit the city and businesses as a whole. Below is a more detailed list of what we propose and how it could work.

- The relocation would act as a trial for a single year. We would set up every Saturday from 8:00 am to 1:00 pm, June through October. Wednesdays we will set up in either the morning or evening. If the relocation is approved, we will finalize the Wednesday time by April 1st. We want this to be a good fit for the market, the city, and local businesses.
- We hope to use this as a first step in working more closely with the city to build and establish an even more successful Farmers Market and community.
- We understand that there may be events and groups that already use the space, and we are willing to adjust and work with those events and groups to avoid conflict. We have already talked with the Performance Locker in support of this idea.
- Attached is a map of the location with our proposed approximate set up. We would set up along the edge of the grass on the back side of the large field near the location of the old ice rink building (labeled 1 on map). During the peak season when the number of vendors increases, we would create another row of cars and vendors to meet that need (labeled 2 on the map). We will be aware of the flow of traffic and minimize any damage to the grass. At the end of the season, the Farmers Market would take responsibility for fixing any grass damage that may occur from regular use.
- We propose setting up a portable toilet, our trailer, and our movable module/shed that would remain on location throughout the season. We will work directly with the city to determine the best locations for these structures.
- City trash cans would need to be set up on location and regularly emptied.
- We also ask for use of electricity and will work with the city to make it accessible.



Memorandum



Date: January 31, 2018

To: Mayor Matt Waligora and City Council

Copy: Greg Sundin, City Manager

From: Adam Poll, Planning and Development Director

Subject: Contract with Revitalize, LLC for grant administration services.

The City of Alpena was awarded a Community Development Block Grant (CDBG) from the Michigan Economic Development Corporation (MEDC) at the end of 2015 to rehab the facades of both The Owl Restaurant and Alpena Furniture (Grant # MSF215009-CDF). City staff had previously been awarded similar grants and had administered the grants themselves. After the grant was awarded the MEDC absorbed the Michigan State Housing Development Authority (MSHDA) and at that point dramatically changed many of the grant requirements. The new grant requirements include a great deal of additional staff time and documentation. Both the Owl and Alpena Furniture construction projects are now complete, and staff has been working with the MEDC in an effort to close out the grant.

Due to the amount of time and expertise required for administering these federal grants, the MEDC is requiring we utilize a Certified Grant Administrator (CGA) and offered to pay the additional cost of the CGA. In December, staff distributed a request for proposal to all the CGA's in the State of Michigan. Revitalize, LLC responded with a proposal to administer the grant for a total cost of \$9,360.00. Staff has been in contact with Revitalize, LLC and has found them to be very knowledgeable and responsive to questions. Several other CGA's expressed interest, but for various reasons chose not to bid on the proposal. Staff notified the MEDC who agreed to modify the grant amount to cover the additional expense.

Therefore, staff would ask that the included contract be approved to hire Revitalize, LLC to administer the CDBG grant MSF215009-CDF. It is anticipated that all services should be completed by the end of April, completing all monetary reimbursements to the City.



CITY OF ALPENA CONTRACT FOR CONSULTANT SERVICES

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM CONSULTANT SERVICES

PART I -- AGREEMENT

This Agreement for professional services is by and between the City of Alpena, State of Michigan (hereinafter called the "GRANTEE"), acting herein by Matthew J. Waligora, Mayor, hereunto duly authorized, and Revitalize, LLC, a *limited liability corporation* organized under the laws of the State of Michigan (hereinafter called the "CONSULTANT"), acting herein by Bruce Johnson, Owner, hereunto duly authorized;

WITNESSETH THAT:

WHEREAS, the GRANTEE has received funding under the State of Michigan, MEDC, CDBG Programs pursuant to Title I of the Housing and Community Development Act of 1974, as amended; and,

WHEREAS, the GRANTEE desires to engage the CONSULTANT to render certain technical assistance services in connection with its Community Development Program:

NOW, THEREFORE, the parties do mutually agree as follows:

1) Employment of CONSULTANT

The GRANTEE hereby agrees to engage the CONSULTANT, and the CONSULTANT hereby agrees to perform the Scope of Services set forth herein under the terms and conditions of this agreement.

2) Scope of Services

The CONSULTANT shall, in a satisfactory and proper manner, perform the services listed in Part III Scope of Services and Payment Schedule. Services in each of the work areas shall be performed under and at the direction of the chief elected official or their designated representative.

3) Time of Performance

The services of the CONSULTANT shall commence on February 5, 2018, and shall end on April 30, 2018. Such services shall be continued in such sequence as to assure their relevance to the purposes of this Agreement. All of the services required and performed hereunder shall not be completed until the GRANTEE has received notification of final close out from the MEDC.

Access to Information

It is agreed that all information, data, reports, records, and maps as are existing, available, and necessary for the carrying out of the work outlined above, shall be furnished to the CONSULTANT by the GRANTEE. No charge will be made to the CONSULTANT for such information, and the GRANTEE will cooperate with the CONSULTANT in every way possible to facilitate the performance of the work described in this contract.

4) Compensation and Method of Payment

CONSULTANT shall only be paid for services rendered under this agreement from funds allowed by the MEDC for administrative costs under the provisions of the grant awarded to the GRANTEE. Payment will be made only on approval of the GRANTEE.

The total amount of reimbursable costs to be paid CONSULTANT under this contract for program administration shall not exceed **Nine thousand three hundred and sixty dollars (\$9,360.00)**. CONSULTANT may not incur any costs in excess of this amount (except at its own risk) without the approval of the GRANTEE. CONSULTANT will only be paid for the time and effort needed to complete the actual scope of services required for this program; which may be less than the total amount above.

The CONSULTANT shall submit invoices to the GRANTEE for payment. Each invoice submitted shall identify the specific contract task(s) or sub-task(s) listed in Part III, Scope of Services for payment according to the appropriate method listed below:

- a) Cost Reimbursement: For tasks lacking a definable work product and/or the CONSULTANT will not assume the risk for incurring the costs for a definable work product: cost reimbursement of labor, material and service costs, and allowable overhead. Each invoice shall itemize the: Direct labor hours by job classification; hourly rate by job classification, fringe benefits as *either* a percent direct labor cost *or absolute dollar per hour amount*; mileage and per diem required per task, and overhead as *either* a percent of direct costs *or dollar amount per direct labor hour* in accordance with the schedule of reimbursable costs listed in Part III Payment Schedule. Reimbursement for contracted services or materials shall include the vendor invoice(s) that identifies items by quantities and cost per unit.

5) Ownership Documents

All documents, including original drawings, estimates, specifications, field notes, and data are the property of the Grantee. The CONSULTANT may retain reproducible copies of drawings and other documents.

6) Professional Liability

The CONSULTANT shall be responsible for the use of reasonable skills and care benefiting the profession in the preparation of the application and in the implementation of the CDBG Program.

7) Indemnification

The CONSULTANT shall comply with the requirements of all applicable laws, rules and regulations in connection with the services of the CONSULTANT, and shall exonerate, indemnify, and hold harmless the GRANTEE, its officers, agents, and all employees from and against them, and local taxes or contributions imposed or required under the Social Security, Workers' Compensation, and Income Tax Laws. Further, the CONSULTANT shall exonerate, indemnify, and hold harmless the GRANTEE with respect to any damages, expenses, or claims arising from or in connection with any of the work performed or to be performed under this contract by the CONSULTANT. This shall not be construed as a limitation of the CONSULTANT's liability under this Agreement or as otherwise provided by law.

8) Terms and Conditions

This Agreement is subject to the provisions titled, "Part II, Terms and Conditions" and "Part III Payment Schedule", consisting of eight pages, attached hereto and incorporated by reference herein.

9) Address of Notices and Communications

Adam Poll
Planning and Development Director
208 N First Ave,
Alpena 49707

Bruce Johnson
Owner, Community Consultant
706 S Diamond Road,
Mason MI, 48854

10) Captions

Each paragraph of this Contract has been supplied with a caption to serve only as a guide to the contents. The caption does not control the meaning of any paragraph or in any way determine its interpretation or application.

11) Authorization

This Agreement is authorized by the City of Alpena, Resolution adopted February 5, 2018, copies of which are attached hereto and made a part hereof.

ATTEST:

City of Alpena

By: _____
Matthew J. Waligora, Mayor

Date: February 5, 2018

Revitalize, LLC

By: _____
Bruce Johnson, Owner

Date: _____

PART II -- TERMS AND CONDITIONS

A. TERMINATION OF CONTRACT FOR CAUSE.

If, through any cause, the CONSULTANT shall fail to fulfill in a timely and proper manner his obligations under this Contract, or if the CONSULTANT shall violate any of the covenants, agreements, or stipulations of this Contract, the GRANTEE shall thereupon have the right to terminate this Contract by giving written notice to the CONSULTANT of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the CONSULTANT under this Contract shall, at the option of the GRANTEE, become its property and the CONSULTANT shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the CONSULTANT shall not be relieved of liability to the GRANTEE for damages sustained by the GRANTEE by virtue of any breach of the Contract by the CONSULTANT, and the GRANTEE may withhold any payments to the CONSULTANT for the purpose of set-off until such time as the exact amount of damages due the GRANTEE from the CONSULTANT is determined.

This contract for overall program administration will be automatically terminated if the application(s) is not funded by the MEDC. CONSULTANT will not be entitled to any reimbursement for program administration either from the GRANTEE or the MEDC.

B. TERMINATION FOR CONVENIENCE OF THE GRANTEE

The GRANTEE may terminate this contract at any time by giving at least 10 days' notice in writing to the CONSULTANT. If the Contract is terminated by the GRANTEE as provided herein, the CONSULTANT will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of the CONSULTANT, paragraph 1 hereof relative to termination shall apply.

This contract for overall program administration will be automatically terminated if the application(s) is not funded by the MEDC. CONSULTANT will not be entitled to any reimbursement for program administration either from the GRANTEE or the MEDC.

C. CHANGES

The GRANTEE may, from time to time, request changes in the scope of the services of the CONSULTANT to be performed hereunder. Such changes, including any increase or decrease in the amount of the CONSULTANT's compensation, which are mutually agreed upon by and between the GRANTEE and the CONSULTANT, shall be incorporated in written amendments to this Contract. No amendment or variation of the terms of this contract shall be valid unless made in writing, signed by the parties and approved as required by law. No oral understanding or agreement not incorporated in the contract is binding on any of the parties.

D. PERSONNEL

- a) The CONSULTANT represents that he has, or will secure at his own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the GRANTEE.
- b) All of the services required hereunder will be performed by the CONSULTANT or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.
- c) None of the work or services covered by this Contract shall be subcontracted without the prior written approval of the GRANTEE. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.

E. ASSIGNABILITY

The CONSULTANT shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the GRANTEE thereto. Provided, however, that claims for money by the CONSULTANT from the GRANTEE under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the GRANTEE.

F. REPORTS AND INFORMATION

The CONSULTANT, at such times and in such forms as the Grantee may require, shall furnish the GRANTEE such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

G. RECORDS AND AUDITS

The CONSULTANT shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the GRANTEE to assure proper accounting for all project funds, both federal and non-federal shares. These records will be made available for audit or other financial reporting purposes to the GRANTEE or any authorized representative, and will be retained for five years after the MEDC has officially closed-out the CDBG Program unless permission to destroy them is granted by the GRANTEE.

H. FINDINGS CONFIDENTIAL

All of the reports, information, data, et cetera, prepared or assembled by the CONSULTANT under this Contract are confidential and the CONSULTANT agrees that they shall not be made available to any individual or organization without the prior written approval of the GRANTEE.

I. COPYRIGHT

No materials, to include but not limited to reports, maps, or documents produced as a result of this contract, in whole or in part, shall be available to CONSULTANT for copyright purposes. Any such materials produced as a result of this contract that might be subject to copyright shall be the property of the GRANTEE and all such rights shall belong to the GRANTEE, and the GRANTEE shall be sole and exclusive entity who may exercise such rights.

J. COMPLIANCE WITH LOCAL LAWS

The CONSULTANT shall comply with all applicable laws, ordinances and codes of the state and local government, and the CONSULTANT shall hold the GRANTEE harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Contract.

K. CIVIL RIGHTS ACT OF 1964/EQUAL EMPLOYMENT OPPORTUNITY

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. During the performance of this Contract, the CONSULTANT agrees as follows:

- a) The CONSULTANT will not discriminate against any employee or applicant for employment because of race, creed, sex, color, national origin, handicap or familial status. The CONSULTANT will take affirmative steps to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color, national origin, handicap or familial status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment

advertising; layoff or termination; rates of pay or other forms or compensation; and selection for training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the GRANTEE setting forth the provisions of this non-discrimination clause.

- b) The CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT; state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, national origin, handicap or familial status.
- c) The CONSULTANT will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- d) The CONSULTANT will comply with all provisions of Presidential Executive Order 11246 (Executive Order 11246) of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- e) The CONSULTANT will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the GRANTEE and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- f) In the event of the CONSULTANT's non-compliance with the equal opportunity clauses of this Agreement or with any such rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the CONSULTANT may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided by Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g) The CONSULTANT will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONSULTANT will take such action with respect to any subcontract or purchase order as the GRANTEE may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event the CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the GRANTEE, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

L. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Section 109 further provides that discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, is prohibited.

M. "SECTION 3" COMPLIANCE IN THE PROVISION OF TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES

- a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

- b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- c) The CONSULTANT agrees to send to each labor organization or representative of workers with which the CONSULTANT has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the CONSULTANT's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, and the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.
- d) The CONSULTANT agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The CONSULTANT will not subcontract with any subcontractor where the CONSULTANT has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- e) The CONSULTANT will certify that any vacant employment positions, including training positions, that are filled (1) after the CONSULTANT is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the CONSULTANT's obligations under 24 CFR Part 135.
- f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- g) With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

N. INTEREST OF MEMBERS OF THE GRANTEE

No member of the governing body of the GRANTEE and no other officer, employee, or agent of the GRANTEE who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the CONSULTANT shall take appropriate steps to assure compliance.

O. INTEREST OF OTHER LOCAL PUBLIC OFFICIALS

No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the CONSULTANT shall take appropriate steps to assure compliance.

P. INTEREST OF CONSULTANT AND EMPLOYEES

The CONSULTANT covenants that he presently has no interest and shall not acquire interest, direct or indirect, in the project area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The CONSULTANT further covenants that in the performance of this Contract, no person having any such interest shall be employed.

Q. ACCESS TO RECORDS

The MEDC grantor agency, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the CONSULTANT which are directly pertinent to this specific contract for the purpose of audits, examinations, and making excerpts and transcriptions.

All records connected with this contract will be maintained in a central location by the unit of local government and will be maintained for a period of 5 years from the official date of close out of the grant by the MEDC.

R. INSURANCE

- Insurance shall be placed with insurers with an A.M. Best's rating of no less than A-: VI.
- This rating requirement shall be waived for Worker's Compensation coverage only.
- CONSULTANT's Insurance: The CONSULTANT shall not commence work under this contract until he has obtained all insurance required herein. Certificates of Insurance, fully executed by officers of the Insurance Company written or countersigned by an authorized Michigan State agency. The CONSULTANT shall not allow any sub-contractor to commence work on his subcontract until all similar insurance required for the subcontractor has been obtained and approved. If so requested, the CONSULTANT shall also submit copies of insurance policies for inspection and approval of the GRANTEE before work is commenced. Said policies shall not hereafter be canceled, permitted to expire, or be changed without thirty (30) days' notice in advance to the GRANTEE and consented to by the GRANTEE in writing and the policies shall so provide.
- Compensation Insurance: Before any work is commenced, the CONSULTANT shall maintain during the life of the contract, Workers' Compensation Insurance for all of the CONSULTANT's employees employed at the site of the project. In case any work is sublet, the CONSULTANT shall require the subcontractor similarly to provide Workers' Compensation Insurance for all the latter's employees, unless such employees are covered by the protection afforded by the CONSULTANT. In case any class of employees engaged in work under the contract at the site of the project is not protected under the Workers' Compensation Statute, the CONSULTANT shall provide for any such employees, and shall further provide or cause any and all subcontractors to provide Employer's Liability Insurance for the protection of such employees not protected by the Workers' Compensation Statute.
- Commercial General Liability Insurance: The CONSULTANT shall maintain during the life of the contract such Commercial General Liability Insurance which shall protect him, the GRANTEE, and any subcontractor during the performance of work covered by the contract from claims or damages for personal injury, including accidental death, as well as for claims for property damages, which may arise from operations under the contract, whether such operations be by himself or by a subcontractor, or by anyone directly or indirectly employed by either of them, or in such a manner as to impose liability to the GRANTEE. Such insurance shall name the GRANTEE as additional insured for claims arising from or as the result of the operations of the CONSULTANT or his subcontractors. In the absence of specific regulations, the amount of coverage shall be as follows: Commercial General Liability Insurance, including bodily injury, property damage and contractual liability, with combined single limits of \$1,000,000.
- Insurance Covering Special Hazards: Special hazards as determined by the GRANTEE shall be covered by rider or riders in the Commercial General Liability Insurance Policy or policies herein elsewhere required to be furnished by the CONSULTANT, or by separate policies of insurance in the amounts as defined in any Special Conditions of the contract included therewith.

- Licensed and Non-Licensed Motor Vehicles: The CONSULTANT shall maintain during the life of the contract, Automobile Liability Insurance in an amount not less than combined single limits of \$1,000,000 per occurrence for bodily injury/property damage. Such insurance shall cover the use of any non-licensed motor vehicles engaged in operations within the terms of the contract on the site of the work to be performed there under, unless such coverage is included in insurance elsewhere specified.
- Subcontractor's Insurance: The CONSULTANT shall require that any and all subcontractors, which are not protected under the CONSULTANT's own insurance policies, take and maintain insurance of the same nature and in the same amounts as required of the CONSULTANT.

S. APPLICABLE LAW

This contract shall be governed by and interpreted in accordance with the laws of the State of Michigan. Venue of any action brought with regard to this contract shall be in the 88th District Court, county of Alpena, State of Michigan.

T. CODE OF ETHICS

The CONSULTANT acknowledges that GRANTEE'S Ethics and Conflicts of Interests policy applies to the Contracting Party in the performance of services called for in this contract. The CONSULTANT agrees to immediately notify the state if potential violations of the Ethics and Conflicts of Interests policy arise at any time during the term of this contract.

U. SEVERABILITY

If any term or condition of this Contract or the application thereof is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Contract are declared severable.

V. COMPLETE CONTRACT

This is the complete Contract between the parties with respect to the subject matter and all prior discussions and negotiations are merged into this contract. This Contract is entered into with neither party relying on any statement or representation made by the other party not embodied in this Contract and there are no other agreements or understanding changing or modifying the terms. This Contract shall become effective upon final statutory approval.

W. ENTIRE AGREEMENT & ORDER OF PRECEDENCE

This contract together with the Request For Proposal and CONSULTANT's proposal which are incorporated herein; shall, to the extent possible, be construed to give effect to all of its provisions; however, where provisions are in conflict, first priority shall be given to the provisions of the contract, excluding the Request for Proposals, its amendments and the Proposal; second priority shall be given to the provisions of the Request for Proposals and its amendments; and third priority shall be given to the provisions of the CONSULTANT's Proposal.

PART III – SCOPE OF SERVICES AND PAYMENT SCHEDULE

I. General Tasks

- Establish project files in the GRANTEE's office. These files must demonstrate compliance with all applicable state, local, and federal regulations. The project files must be monitored throughout the program to ensure that they are complete and that all necessary documentation is being retained in the GRANTEE's files.
- With the assistance of the GRANTEE, help conduct public hearings. This includes, but is not limited to, such things as assisting with public notices, conducting hearings, etc.
- Prepare the Section 504 self-evaluation and transition plan, if applicable.
- Prepare one analysis of impediments to fair housing.
- Ensure all Citizen Participation Requirements are met.
- Assist GRANTEE in establishing and maintaining one Section 3 plan and appropriate reports.
- Prepare semi-annual progress reports for the GRANTEE, which includes obtaining financial data from the Property Owner/Developer/Business and obtaining employment data from the Business.
- Prepare and submit for approval Community Development Block Grant Amendments as necessary and conduct public hearings if required.
- Other general tasks as necessary, including but not limited to, coordinating and meeting with key players, preparing amendment requests for GRANTEE, and preparing environmental review amendments for GRANTEE.

II. Financial Management

- A. Prepare the Requests for Payment at least quarterly to ensure consistency with the procedures established for the CDBG Program.
- B. Ensure that the GRANTEE has an acceptable financial management system as it pertains to finances of the CDBG Program. An acceptable system includes, but is not limited to, cash receipts and disbursements journal and accompanying ledgers, and should conform to generally accepted principles of municipal accounting.
- C. Make progress inspections and certify private investment.
- D. Provide assistance during annual audit of CDBG programs, as necessary.

III. Construction and Labor Compliance

- A. Assist the project engineer in the preparation of bid documents and supervise the bidding process consistent with state and federal regulations.
- B. Secure the Department of Labor's federal wage decision and include it in the bid documents.
- C. Prepare construction contracts which comply with state and federal regulations. Examples are Conflict of Interest, Access to Records, Copeland Anti-Kickback Act, Safety Standards, Architectural Barriers, Flood Insurance, Clean Air and Water Act (for contracts over \$100,000), HUD Handbook (6500.3), 24 CFR 85.36, Section 3, Section 109, Title VI, Civil Rights Act, EO 11246 (for contracts over \$10,000), Section 503, etc.
- D. Obtain contractor clearance(s).
- E. Check weekly payrolls and complete Payroll Review Worksheet to ensure compliance with federal wage decision(s). Conduct on-site interviews and compare the results with the appropriate payrolls.
- F. Monitor construction to ensure compliance with equal opportunity and labor standards provisions.
- G. Assist in a final inspection of the project and in the issuance of a final acceptance of work.
- H. Assist the project architect/engineer in obtaining any necessary permits.
- I. Monitor Section 3, DBE and other contractor and subcontractor reports.

IV. Monitoring and Close Out

- A. Attend and assist the GRANTEE during the MEDC's monitoring visit(s). Prepare GRANTEE's response to all monitoring findings.
- B. Prepare close-out documents.
- C. Conduct and document Performance Public Hearings on an annual and/or project basis as required.




Memorandum

Date: January 24, 2018

To: Anna Soik, City Clerk/Treasurer/Finance Director

Copy: Greg Sundin, City Manager

From: Rich Sullenger, City Engineer 

Subject: Mich-e-ke-wis Park Beach Volleyball Court Lighting

On January 9, 2018, the City received and opened bids for the Mich-e-ke-wis Park Beach Volleyball Court Lighting. This project includes installing lighting for the existing volleyball courts on the beach at Mich-e-ke-wis Park in coordination with the Alpena Mixed Volleyball League. The league pursued and was awarded a Youth and Recreation Grant for this project. The City of Alpena resolved to support this project, and to act as the fiduciary agency, on behalf of the Alpena Mixed Beach Volleyball League with the understanding that the league would be responsible for the installation cost.

Bid documents were sent to various firms and plan rooms with three bids received as listed below:

	As Read
Omega Electric, Alpena	\$14,500
Thunder Bay Electric, Alpena	\$32,325
Werth Electric, Alpena	\$34,456

Funding in the amount of \$13,950 has been awarded through the Alpena Youth and Recreation board. In the attached letter, the Alpena Mixed Beach Volleyball League has committed to the difference of \$550.

The Alpena Mixed Volleyball League has reviewed the documents submitted by Omega Electric, and have agreed on the plan that Omega Electric has proposed for the lighting.

It is my recommendation, as City Engineer, that the project be awarded to Omega Electric for the bid price totaling \$14,500.

Bids Due: January 9, 2018
Time: 2:00 p.m.

BID LIST
Mich-e-ke-wis Park Beach Volleyball Court Lighting

Thunder Bay Electric
1693 M-32 West
Alpena, MI 49707
(989) 354-2840
vickie@thunderbayelectric.com

Kendall Electric
1240 US North
Alpena, MI 49707
(989) 356-3411
salesalp@kendallelectric.com

Omega Electric
584 North June Street
Alpena, MI 49707
(989) 358-8243
Omegaelectric1@gmail.com

Standard Electric
2650 Trautner Drive
Saginaw, MI 48603
(989) 497-2100
Bill Gray
Bill.gray@standardelectricco.com
Jeff Marner
jmarner@standardelectricco.com

J. Ranck Electric
1993 Grover Parkway
Mt. Pleasant, MI 48858
Nick Batterbee
nbatterbee@jranck.com

Werth Electric
2145 LaForest Ave.
Alpena, MI 49707
(989) 354-3494
dane@werth.com



City of Alpena

Bid Name: Mich-e-ke-wis Park Beach Volleyball Court Lighting
Bid Open Date: January 9, 2018 @ 2:00 p.m.

Bidder	Addendum	Bid Security	Base Bid	Remarks
Thunder Bay Electric Alpena	N/A		\$ 32,325	
Werth Electric Alpena	N/A		\$ 34,456	
Omega Electric & Sign Company	N/A		\$ 14,500	
			\$	
			\$	
			\$	

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



JANUARY 23, 2018

Dear SHANNON,

The Alpena Mixed Beach Volleyball League is a non-profit 501(c) (4) entity, whose mission is to:

Promote the joy of volleyball and fairness competition in all activities that combine exercise with fun and friendship

Our board is thrilled to have been awarded a grant from the Youth and Recreation Board for the lighting at Mich-e-ke-wis Park in the amount of \$13,950.00.

The league accepts the bid from Omega Electric in the amount of \$14,500.00 and agrees to pay the difference of \$550.00 ***and any additional unknown costs*** should they occur. We wish to insure timely completion of the project.

Our group is dedicated to providing the best outdoor beach volleyball on the Sunrise Side. Your support will allow us to continue our mission.

I'm glad to answer any questions that you may have. Feel free to call or email me at your convenience.

Warm wishes,

Jon Broers

Executive Director


Home: 989-358-8667

Cell: 989-657-9011

jbroers989@outlook.com



Memorandum

Date: January 30, 2018
To: Anna Soik, City Clerk/Treasurer/Finance Director
Copy: Greg Sundin, City Manager
From: Rich Sullenger, City Engineer 
Subject: HMA Patching Program Contract

On January 23, 2018, the City received and opened bids for the HMA (Hot Mixed Asphalt) Patching Program. This contract provides bituminous asphalt services to the City, as needed, with costs billed to the appropriate line item where the work is performed. Bid documents were sent to five companies, as well as posted on the City's website. One bid was received as follows:

Goodrich Trucking, Alpena	\$77,200
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The attached bid tab outlines the unit prices per item, as well as the engineer's estimate bid tab comparison. Also attached is a price comparison from last year prices versus this year bid totals. Bruce Goodrich, of Goodrich Trucking, has indicated that aggregate prices for 2018 have increased by 20%, which would account for a large portion of the cost increase this year. It is my recommendation, as City Engineer, to award the 2018 HMA Patching Contract to Goodrich Trucking, for the unit prices totaling \$77,200. This contract does allow for the possibility of an additional one year renewal, if both parties can agree on pricing.

Attachments



City of Alpena

Bid Name: HMA Patching Bid Open Date: January 23, 2018 @ 2:00 P.M.

Bidder	Addendum	Bid Security	Base Bid	Remarks
Goodrich Paving Alpena		✓	\$ 77,200	
			\$	
			\$	
			\$	
			\$	
			\$	

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

Bidder: Everett Goodrich Trucking, Inc.

Line	Pay Item	Description	Quantity	Units	Bid Price	Total
0001	3027031	_ Aggregate Base, 22A, Modified	10	Ton	\$11.000	\$110.00
0002	4037050	_ Adjust Catch Basins to Grade	10	Ea	\$78.000	\$780.00
0003	4037050	_ Adjust Manholes to Grade	10	Ea	\$78.000	\$780.00
0004	5027031	_ HMA Mixture No. 1100, 20AA Grade 58-28	100	Ton	\$65.000	\$6,500.00
0005	5027031	_ HMA Mixture No. 1100, 20AA Hand Patching, 0-1 ton	20	Ton	\$210.000	\$4,200.00
0006	5027031	_ HMA Mixture No. 1100, 20AA Hand Patching, 1-3 ton	40	Ton	\$210.000	\$8,400.00
0007	5027031	_ HMA Mixture No. 1100, 20AA Hand Patching, 15-25 ton	70	Ton	\$115.000	\$8,050.00
0008	5027031	_ HMA Mixture No. 1100, 20AA Hand Patching, 3-6 ton	60	Ton	\$183.000	\$10,980.00
0009	5027031	_ HMA Mixture No. 1100, 20AA Hand Patching, 6-15 ton	100	Ton	\$157.000	\$15,700.00
0010	5027031	_ HMA Mixture No. 1100, 20AA Hand Patching, over 25 ton	100	Ton	\$104.500	\$10,450.00
0011	5027031	_ HMA Mixture No. 1100, 20AA Wedge Type Machine Patching, 0-10 ton	5	Ton	\$104.500	\$522.50
0012	5027031	_ HMA Mixture No. 1100, 20AA Wedge Type Machine Patching, 10-18 ton	15	Ton	\$83.500	\$1,252.50
0013	5027031	_ HMA Mixture No. 1100, 20AA Wedge Type Machine Patching, 18-25 ton	25	Ton	\$75.000	\$1,875.00
0014	8027010	_ Asphalt Surface Prep & Sealer, 2 Coat Application	10,000	Sft	\$.110	\$1,100.00
0015	8027010	_ Asphalt Surface Prep & Sealer, 3 Coat Application	10,000	Sft	\$.160	\$1,600.00
0016	8120170	Minor Traf Devices Each Use	1	LSUM	\$260.000	\$260.00
0017	8120370	Traf Regulator Control Each Use	1	LSUM	\$260.000	\$260.00
0018	8167030	_ Crack Sealing	1,000	Lb	\$3.600	\$3,600.00
0019	8257050	_ Adjust Water Valve to Grade	10	Ea	\$78.000	\$780.00
					Bid Total: \$77,200.00	

Bid Comparison

Contract ID: 2018-08
Description: Citywide HMA Surface Repair
Location: HMA Patching Program
Projects(s): 2018-08

Rank	Bidder	Total Bid	% Over Low	% Over Est.
0	ENGINEER'S ESTIMATE	\$84,290.00	9.18%	0.00%
1	(08050) Everett Goodrich Trucking, Inc.	\$77,200.00	0.00%	-8.41%

2017-2018 Price Comparison HMA Patching Program

Description	Units	Qty	2017 Price	2017 Total	2018 Price	2018 Total	Percent Change
HMA Mixture No. 1100, 20AA Grade 58-28	Ton	100	\$61.20	\$6,120.00	\$65.00	\$6,500.00	6.2%
HMA Mixture No. 1100, 20AA Hand Patching, 0-1 ton	Ton	20	\$204.00	\$4,080.00	\$210.00	\$4,200.00	2.9%
HMA Mixture No. 1100, 20AA Hand Patching, 1-3 ton	Ton	40	\$204.00	\$8,160.00	\$210.00	\$8,400.00	2.9%
HMA Mixture No. 1100, 20AA Hand Patching, 15-25 ton	Ton	70	\$112.00	\$7,840.00	\$115.00	\$8,050.00	2.7%
HMA Mixture No. 1100, 20AA Hand Patching, 3-6 ton	Ton	60	\$178.50	\$10,710.00	\$183.00	\$10,980.00	2.5%
HMA Mixture No. 1100, 20AA Hand Patching, 6-15 ton	Ton	100	\$153.00	\$15,300.00	\$157.00	\$15,700.00	2.6%
HMA Mixture No. 1100, 20AA Hand Patching, over 25 ton	Ton	100	\$102.00	\$10,200.00	\$104.50	\$10,450.00	2.5%
HMA Mixture No. 1100, 20AA Wedge Type Machine Patching, 0-10 ton	Ton	5	\$102.00	\$510.00	\$104.50	\$522.50	2.5%
HMA Mixture No. 1100, 20AA Wedge Type Machine Patching, 10-18 ton	Ton	15	\$81.50	\$1,222.50	\$83.50	\$1,252.50	2.5%
HMA Mixture No. 1100, 20AA Wedge Type Machine Patching, 18-25 ton	Ton	25	\$71.40	\$1,785.00	\$75.00	\$1,875.00	5.0%
Asphalt Surface Prep & Sealer, 2 Coat Application	Sft	10000	\$0.10	\$1,000.00	\$0.11	\$1,100.00	10.0%
Asphalt Surface Prep & Sealer, 3 Coat Application	Sft	10000	\$0.15	\$1,500.00	\$0.16	\$1,600.00	6.7%
Crack Sealing	Lb	1000	\$3.55	\$3,550.00	\$3.60	\$3,600.00	1.4%
Aggregate Base, 22A, Modified	Ton	10	\$10.75	\$107.50	\$11.00	\$110.00	2.3%
Adjust Catch Basins to Grade	Ea	10	\$76.50	\$765.00	\$78.00	\$780.00	2.0%
Adjust Manholes to Grade	Ea	10	\$76.50	\$765.00	\$78.00	\$780.00	2.0%
Minor Traf Devices, Each Use	LSUM	1	\$255.00	\$255.00	\$260.00	\$260.00	2.0%
Traf Regulator Control, Each Use	LSUM	1	\$255.00	\$255.00	\$260.00	\$260.00	2.0%
Adjust Water Valve to Grade	Ea	10	\$76.50	\$765.00	\$78.00	\$780.00	2.0%
				\$74,890.00			
					\$77,200.00		

Bids Due: January 23, 2018
Time: 2:00 p.m.

BID LIST
HMA Patching Program

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

Bolen's Asphalt Paving
875 Airport Road
East Tawas, MI 48730
(989) 984-0923
Bolen_asphalt@yahoo.com

Everett Goodrich
3851 Werth Road
Alpena, MI 49707
(989) 356-1791
Goodrich_paving@yahoo.com

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

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




Memorandum

Date: January 24, 2018

To: Anna Soik, City Clerk/Treasurer/Finance Director

Copy: Greg Sundin, City Manager

From: Rich Sullenger, City Engineer 

Subject: City Concrete Program Renewal Recommendation

The City has received renewal pricing from Bedrock Contracting for the 2018 City Concrete Program. They have proposed a 2% price increase on all work activities for the 2018 season. Based on the limited increase requested, which is below the current rate of inflation, it is my recommendation, as City Engineer, to renew the City Concrete Contract with Bedrock Contracting for 2018, at the attached prices.

The resident cost for sidewalk replacement under this program is established at sixty percent of the cost for installation of 4" replacement sidewalk. This cost would include both the contractor cost of \$3.27 and engineering costs of \$0.35 per square foot, totaling \$3.62. Sixty percent of this cost would be \$2.18. It is my recommendation, as City Engineer, that the property owner sidewalk rate be established at \$2.18. This represents a \$0.05 increase over the 2017 rate of \$2.13 per square foot.

Attachments



Bidder: Bedrock Contracting & Excavating, LLC

Line	Pay Item	Description	Quantity	Units	Bid Price	Total
0001	1047040	_ Additional Labor	100	Hr	\$28.590	\$2,859.00
0002	1047051	_ Provide Equipment Price List	1	LSUM	\$.000	\$0.00
0003	2057021	_ Excavation and Grading	25	Cyd	\$1.020	\$25.50
0004	2057021	_ Fill Material, LM	50	Cyd	\$1.020	\$51.00
0005	4037050	_ Dr Structure Cover, Adj, 4 inch to 12 inch	5	Ea	\$178.680	\$893.40
0006	6027001	_ Curb and Gutter, Conc	500	Ft	\$15.770	\$7,885.00
0007	6027021	_ Conc, Air Entrained, 9 Sack	15	Cyd	\$153.150	\$2,297.25
0008	6027021	_ Conc, Grade HE	15	Cyd	\$137.840	\$2,067.60
0009	6027021	_ Conc, Grade S3	15	Cyd	\$124.560	\$1,868.40
0010	7060090	Reinforcement, Steel	100	Lb	\$.870	\$87.00
0011	8010005	Driveway, Nonreinf Conc, 6 inch	50	Syd	\$30.480	\$1,524.00
0012	8030002	Sidewalk, Conc, 4 inch New, 100 sft and greater	400	Sft	\$2.960	\$1,184.00
0013	8030002	Sidewalk, Conc, 4 inch New, less than 100 sft	100	Sft	\$3.060	\$306.00
0014	8030002	Sidewalk, Conc, 4 inch Replace, 100 sft and greater	2,300	Sft	\$3.270	\$7,521.00
0015	8030002	Sidewalk, Conc, 4 inch Replace, less than 100 sft	750	Sft	\$3.420	\$2,565.00
0016	8030003	Sidewalk, Conc, 6 inch New, 100 sft and greater	250	Sft	\$3.420	\$855.00
0017	8030003	Sidewalk, Conc, 6 inch New, less than 100 sft	80	Sft	\$3.680	\$294.40
0018	8030003	Sidewalk, Conc, 6 inch Replace, 100 sft and greater	750	Sft	\$3.730	\$2,797.50
0019	8030003	Sidewalk, Conc, 6 inch Replace, less than 100 sft	450	Sft	\$3.980	\$1,791.00
0020	8030010	Sidewalk Ramp Conc, 4 inch	150	Sft	\$8.170	\$1,225.50
0021	8037010	_ Sidewalk, Colored Conc, 6 inch, Stenciled	125	Sft	\$8.630	\$1,078.75
Bid Total: \$39,176.30						

Rank	Vendor	Total Bid	% Over Low	% Over Est.
0	ENGINEER'S ESTIMATE	\$46,719.50	19.25%	0.00%
1	(_06940) Bedrock Contracting & Excavating, LLC	\$39,176.30	0.00%	*** Incomplete ***

Bedrock Prices 2017-2018

Description	Units	Quantity	2017 Price	2017 Total	2018 Price	2018 Total
_ Additional Labor	Hr	100	\$28.00	\$2,800.00	\$28.59	\$2,859.00
_ Provide Equipment Price List	LSUM	1	\$0.00	\$0.00	\$0.00	\$0.00
_ Excavation and Grading	Cyd	25	\$1.00	\$25.00	\$1.02	\$25.50
_ Fill Material, LM	Cyd	50	\$1.00	\$50.00	\$1.02	\$51.00
_ Dr Structure Cover, Adj, 4 inch to 12 inch	Ea	5	\$175.00	\$875.00	\$178.68	\$893.40
_ Curb and Gutter, Conc	Ft	500	\$15.45	\$7,725.00	\$15.77	\$7,885.00
_ Conc, Air Entrained, 9 Sack	Cyd	15	\$150.00	\$2,250.00	\$153.15	\$2,297.25
_ Conc, Grade HE	Cyd	15	\$135.00	\$2,025.00	\$137.84	\$2,067.60
_ Conc, Grade S3	Cyd	15	\$122.00	\$1,830.00	\$124.56	\$1,868.40
Reinforcement, Steel	Lb	100	\$0.85	\$85.00	\$0.87	\$87.00
Driveway, Nonreinf Conc, 6 inch	Syd	50	\$29.85	\$1,492.50	\$30.48	\$1,524.00
Sidewalk, Conc, 4 inch New, 100 sft and greater	Sft	400	\$2.90	\$1,160.00	\$2.96	\$1,184.00
Sidewalk, Conc, 4 inch New, less than 100 sft	Sft	100	\$3.00	\$300.00	\$3.06	\$306.00
Sidewalk, Conc, 4 inch Replace, 100 sft and greater	Sft	2300	\$3.20	\$7,360.00	\$3.27	\$7,521.00
Sidewalk, Conc, 4 inch Replace, less than 100 sft	Sft	750	\$3.35	\$2,512.50	\$3.42	\$2,565.00
Sidewalk, Conc, 6 inch New, 100 sft and greater	Sft	250	\$3.35	\$837.50	\$3.42	\$855.00
Sidewalk, Conc, 6 inch New, less than 100 sft	Sft	80	\$3.60	\$288.00	\$3.68	\$294.40
Sidewalk, Conc, 6 inch Replace, 100 sft and greater	Sft	750	\$3.65	\$2,737.50	\$3.73	\$2,797.50
Sidewalk, Conc, 6 inch Replace, less than 100 sft	Sft	450	\$3.90	\$1,755.00	\$3.98	\$1,791.00
Sidewalk Ramp Conc, 4 inch	Sft	150	\$8.00	\$1,200.00	\$8.17	\$1,225.50
_ Sidewalk, Colored Conc, 6 inch, Stenciled	Sft	125	\$8.45	\$1,056.25	\$8.63	\$1,078.75
				\$38,364.25		\$39,176.30