

ALPENA CITY COUNCIL MEETING

March 04, 2024 – 6:00 p.m.

AGENDA

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

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

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

Access Code: 667-050-061

1. **Call to Order.**
2. **Pledge of Allegiance.**
3. **Approval of and Proposed Modifications to the Agenda.**
4. **Approval of the Minutes** – Regular and Closed Sessions of February 19, 2024, and Special Session of February 22, 2024.
5. **Public Comment** - Citizens Appearing Before Council on Agenda and Non-Agenda Items (Citizens Shall be Allowed a Maximum of Five (5) Minutes Each to Address Their Concerns. This is the Only Time During a Council Meeting that Citizens are Allowed to Address the Council). Please come to the podium and state your name and address. Online comments will be accepted after in-person comments are completed. All comments should be directed to Council and not the audience. No clapping, cheering, or yelling is allowed.
6. **Public Hearing.**
7. **Consent Agenda.**
 - A. Bills to be Allowed in the Amount of \$390,057.45 and Authorize Mayor Johnson and Clerk Soik to Sign the Warrant.
 - B. Approve the Electrical Inspection Services Contract with Andrew Roznowski and Authorize Mayor Johnson and Clerk/Treasurer/Finance Director Soik to Sign.
 - C. Michigan Department of Transportation (MDOT, Contract No. 24-5016, be Approved, and Mayor Johnson, and City Clerk Soik be Authorized to Sign the Contract on Behalf of the City.
8. **Presentations.**
9. **Announcements.**
10. **Mayoral Proclamation.**
11. **Report of Officers.**
 - A. Second Reading of Ordinance No. 24-500 Which Amends the City of Alpena Zoning Map. – Bill Pfeifer, City Attorney.
 - B. Second Reading of Ordinance No. 24-501 Which Amends the City of Alpena Zoning Map – Bill Pfeifer, City Attorney.
 - C. Second Reading of Ordinance No. 24-502 Which Amends Chapter 62, Personnel; Article III, Retirement System; Division I. Generally; Section 62-92 Retirement Allowance Options – Bill Pfeifer, City Attorney.
 - D. Congressionally Directed Spending Request to Senator Peters for the Alpena City Fire Department Aerial Fire Truck Replacement Project – Rachel Smolinski, City Manager.
12. **Communications and Petitions.**
13. **Unfinished Business.**

14. **New Business.**

- A. Woodward Trailhead Restroom Structural Repairs Recommendation – Stephen Shultz, City Engineer.
- B. 2024 Social District Expansion – Anne Gentry, Executive Director of the Downtown Development Authority.
- C. Committed Funds Request from General Fund Balance and Approval to Purchase Replacement Fire Apparatuses – Robert Edmonds, Fire Chief.

15. **Adjourn to Closed Session.**

Discuss an Update Regarding Pending Litigation in the Michigan Tax Tribunal of KAH V LLC v City of Alpena.

16. **Return to Open Session.**

Possible Action on Settlement with KAH V LLC v City of Alpena.

17. **Adjournment.**

A handwritten signature in blue ink that reads "Rachel K. Smolinski". The signature is written in a cursive, flowing style.

Rachel Smolinski

City Manager

COUNCIL PROCEEDINGS

February 19, 2024

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

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

Absent: Councilmember Walchak.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

APPROVAL OF THE AGENDA

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

Motion carried 4-0, 1 absent.

MINUTES

The minutes of the regular session of February 05, 2024, were approved as printed.

CONSENT AGENDA

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

- A. Bills to be allowed, in the amount of \$538,875.67, and authorize Mayor Johnson and Clerk Soik to sign the warrant.
- B. Appoint Mayor Pro Tem Nowak to the Alpena County Central Dispatch Board and Councilmember Kate as the alternate.
- C. Approve the Americans with Disabilities Act contract with Disability Network Northern Michigan and authorize Mayor Johnson and Clerk/Treasurer/Finance Director Soik to sign.
- D. Council reappointment of Keith Wallace as the Assistant City Attorney for a two-year term expiring on February 19, 2026.

Motion carried 4-0, 1 absent.

NEW BUILDING INSPECTOR

Planning/Zoning/Development Director, Montiel Birmingham, introduced Chris Hatch as the new Building Inspector.

ORDINANCES NO. 24-500 & 24-501

Attorney Pfeifer presented the first reading of ordinances no. 24-500 and no. 24-501, both of which amend the City of Alpena Zoning map.

ORDINANCE NO. 24-502

Attorney Pfeifer presented the first reading of ordinance no. 24-502, which amends Chapter 62, Personnel; Article III, Retirement System; Division I. Generally, Section 62-92 Retirement Allowance Options.

RECESS

The Municipal Council recessed from 6:13 p.m. to 6:14 p.m.

RECONVENE IN CLOSED SESSION

Moved by Mayor Pro Tem Nowak, seconded by Councilmember Mitchell, reconvene in closed session to discuss: (1) an update regarding pending litigation in the Michigan Tax Tribunal of KAH V LLC v City of Alpena; (2) an update on sewer and water litigation; and (3) an update regarding litigation in the Michigan Tax Tribunal for the City of Alpena v County of Alpena.

Motion carried 4-0, 1 absent.

RECONVENE IN OPEN SESSION

The Municipal Council reconvened in open session at 7:53 p.m.

ADJOURNMENT

On motion of Mayor Pro Tem Nowak, seconded by Councilmember Mitchell, the Municipal Council adjourned at 7:54 p.m.

Cindy Johnson
Mayor

ATTEST:

Anna Soik
City Clerk

DRAFT

COUNCIL PROCEEDINGS

February 22, 2024

The Municipal Council of the City of Alpena met in special session on the above date in the City Hall Council Chambers and was called to order at 5:30 p.m. by the Mayor. This was conducted as a joint meeting with the Planning Commission.

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

Absent: Councilmember Kane and Councilmember Walchak.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

2025 – 2030 CAPITAL IMPROVEMENT PLAN

The Municipal Council and the Planning Commission met to hear the Capital Improvement Plan for 2025 – 2030. Department Heads presented their requests to the Planning Commission and the Municipal Council for approval.

Moved by Mayor Pro Tem Nowak, seconded by Councilmember Mitchell, to approve the [2025-2030] Capital Improvement Plan as presented with the exceptions noted.

Motion carried 3-0, 2 absent.

On motion of Mayor Pro Tem Nowak, seconded by Councilmember Mitchell, the Municipal Council adjourned at 6:45 p.m.

Cindy Johnson
Mayor

ATTEST:

Anna Soik
City Clerk

INVOICE REGISTER

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POST DATES 03/05/2024 - 03/05/2024

BOTH JOURNALIZED AND UNJOURNALIZED

OPEN - CHECK TYPE: PAPER CHECK

VENDOR	INVOICE #	DESCRIPTION	AMOUNT
AIRGAS USA LLC	9146467036	SUPPLIES - EMS DISP	37.77
AIRGAS USA LLC	5505358468	CYLINDER RENTAL - DPW	21.27
ALLEGRA ALPENA	160647	SUPPLIES - INSP	60.43
ALLEGRA ALPENA	160705	POST CARDS - WATER	1,421.09
ALPENA AREA CHAMBER OF COMMERCE	25310	CHAMBER DINNER	150.00
ALPENA DIESEL SERVICE	80698	VEH MAINT - EQ	98.14
ALPENA DIESEL SERVICE	80565	VEH MAINT #38	857.03
ALPENA DIESEL SERVICE	80754	VEH MAINT #46	23.28
ALPENA DIESEL SERVICE	80718	VEH MAINT #46	2,001.34
ALPENA SUPPLY CO	S100586234.001	MAINT - MAJ ST	77.95
ALPENA SUPPLY CO	S100585564.001	MAINT - CH	5.52
AMAZON CAPITAL SERVICES INC	1H6J-4V7G-D4YL	VEH MAINT - EQ	46.56
AMAZON CAPITAL SERVICES INC	1RRP-WRWL-394Q	SUPPLIES - CEM/DPW	783.92
AMAZON CAPITAL SERVICES INC	11NQ-MH9R-RCHM	SUPPLIES - POL	242.74
AMAZON CAPITAL SERVICES INC	1WXF-94RH-1HCL	MAINT - FIRE/EMS	116.00
AMAZON CAPITAL SERVICES INC	1KTW-LT31-619F	SUPPLIES - FIRE/EMS	44.54
AMAZON CAPITAL SERVICES INC	1RJN-LMHD-7HMX	SUPPLIES - IT	96.98
AMAZON CAPITAL SERVICES INC	1G3T-KLQK-LNKH	SUPPLIES - IT	241.19
AMAZON CAPITAL SERVICES INC	1PL4-LM3N-CFJY	SUPPLIES - IT	(0.18)
AMAZON CAPITAL SERVICES INC	1PRJ-6LWF-PDG1	SUPPLIES - IT	30.98
AMAZON CAPITAL SERVICES INC	1PTY-GJ49-9JWK	SUPPLIES - IT	(1.53)
AMAZON CAPITAL SERVICES INC	1PTY-GJ49-9JTP	SUPPLIES - IT	(3.00)
AMAZON CAPITAL SERVICES INC	1TNW-QW73-7PTQ	SUPPLIES - IT	(0.22)
AMAZON CAPITAL SERVICES INC	143V-31MT-K9PD	SUPPLIES - IT	610.84
AMAZON CAPITAL SERVICES INC	1HXK-9XN7-C9HW	SUPPLIES - IT	(1.34)
BELL EQUIPMENT COMPANY	P22670	VEH MAINT - EQ	2,561.62
BERG ASSESSING & CONSULTING INC	24-0001434	ASSESSING CONTRACTED SVCS 02/24	8,333.33
BOUND TREE MEDICAL LLC	85242677	SUPPLIES - EMS DISP	32.45
BOUND TREE MEDICAL LLC	85237899	SUPPLIES - EMS DISP	694.05
BOUND TREE MEDICAL LLC	85233313	SUPPLIES - EMS DISP	320.78
BOUND TREE MEDICAL LLC	85231589	SUPPLIES - EMS DISP	449.47
BOUND TREE MEDICAL LLC	85253885	SUPPLIES - EMS DISP	332.99
BOUND TREE MEDICAL LLC	85255419	SUPPLIES - EMS DISP	385.08
BOUND TREE MEDICAL LLC	85247024	SUPPLIES - EMS DISP	965.44
CARROLL BROADCASTING	2875-00005-0000	PSA - COUNCIL	80.00
CHARTER COMMUNICATIONS	005372201022124	FAX LINE - PUBLIC SAFETY	39.99
CHUBB	INV20240450000000	INSURANCE - SECOND AVE BRIDGE	12,848.66
COBY HERRIMAN	022224	BOOTS - HERRIMAN	188.00
DEAN ARBOUR FORD LINCOLN MERCURY	39905	VEH MAINT - EQ	160.00
DEAN ARBOUR FORD LINCOLN MERCURY	39892	SUPPLIES - DPW	23.73
DORIS ROBERE	AP23-3694C	AMBULANCE REFUND	717.50
EAGLE SUPPLY CO	128033	SUPPLIES - PSF	3,018.68
EMERGENCY VEHICLES PLUS	003992	VEH MAINT - FIRE/EMS	291.70
FAIR & SQUARE LAWN CARE	3653	SNOW REMOVAL - CODE ENFORCEMENT	70.00
FASTENAL COMPANY	MIALP204315	SUPPLIES - DPW	374.94
FASTENAL COMPANY	MIALP204482	SUPPLIES - FIRE/EMS	162.72
FEDERAL LICENSING, INC	020724	COMMUNICATIONS - FIRE/EMS	119.00
FREESE HYDRAULICS & EQUIP REPAIR	45639	VEH MAINT #22	578.18
GEORGIES TOWING & WRECKER SVC	23-10489	VEH MAINT - POL	150.00
GEORGIES TOWING & WRECKER SVC	23-11136	VEH MAINT - POL	150.00
GIARMARCO MULLINS & HORTON PC	57	ATTY FEES - CLERK/POL	715.50
GILMET CONSTRUCTION SERVICES	022924	BUILDING/ZONING/CODE SVCS 02/24	2,500.00
GIVE EM A BRAKE SAFETY	133558	SUPPLIES - MAJ ST	1,191.14
HOME DEPOT CREDIT SERVICES	14090	SUPPLIES - CH	130.06
HOME DEPOT CREDIT SERVICES	3065025	SUPPLIES - FIRE/EMS	39.72
HOME DEPOT CREDIT SERVICES	1065122	MAINT - CEM	86.24
HOME DEPOT CREDIT SERVICES	1075006	SUPPLIES - FIRE/EMS	184.70
HOME DEPOT CREDIT SERVICES	7060020	SUPPLIES - FIRE/EMS	2.16
HOME DEPOT CREDIT SERVICES	7070051	SUPPLIES - CEM	249.00
HOME DEPOT CREDIT SERVICES	5614213	SUPPLIES - FIRE/EMS	43.24
INK AND TONER ALTERNATIVE	24-0337	SUPPLIES - IT	245.06
KENDALL ELECTRIC INC	S113941847.001	SUPPLIES - LIGHTS	187.84
KEVIN ZBYTOWSKI	AP23-3822C	AMBULANCE REFUND	200.00
LEFAVE PHARMACY INC	145724	SUPPLIES - EMS DISP	65.00
MCVEIGHS TRUCK SPRINGS	027100	VEH MAINT - FIRE/EMS	389.94
MICHIGAN STATE POLICE	551-630920	SOR REGISTRATION - POLICE	240.00
MISS DIG SYSTEM INC	20240035	2024 PARTICIPATION FEE	4,162.37
MML WORKERS COMP FUND	9891206	WORKERS COM - QTR PAYMENT	31,240.00
NYE UNIFORM COMPANY	877141	UNIFORMS - POL	358.62
OMEGA ELECTRIC & SIGN CO INC	30121	UNIFORMS - FIRE/EMS	15.00
ON DUTY GEAR, LLC	32652	UNIFORMS - POL	849.96
OVERHEAD DOOR CO OF ALPENA INC	63586	BLDG MAINT - DPW	2,450.00

INVOICE REGISTER

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POST DATES 03/05/2024 - 03/05/2024

BOTH JOURNALIZED AND UNJOURNALIZED

OPEN - CHECK TYPE: PAPER CHECK

VENDOR	INVOICE #	DESCRIPTION	AMOUNT
ROBERT WHEELOCK	0266045287	WORK APPAREL ALLOW - DPW	222.57
ROWLEYS WHOLESALE	1423971-00	VEH MAINT - EQ	1,255.50
SEVAN K INC	303 01/24	VEH MAINT - FIRE/EMS	281.36
SHIELD OCCUPATIONAL HEALTH	17112	DRUG SCREEN - DPW	75.00
SHIELD OCCUPATIONAL HEALTH	17132	DRUG SCREEN - DPW	75.00
SHILA KIANDER	022924	CONT ED - BOR	30.00
STANDARD ELECTRIC CO	4090444-00	SUPPLIES - CEM	115.05
STANDARD ELECTRIC CO	4090348-00	SUPPLIES - CEM	33.15
STAPLES	3556931053	SUPPLIES - DPW	117.48
STAPLES	3556931048	SUPPLIES - ACCT	59.98
STAPLES	3557883451	SUPPLIES - C/T/ACCT	62.15
STAPLES	3559335499	SUPPLIES - C/CH	433.36
STAPLES	8073299676	SUPPLIES - C/T/CH	35.73
STERICYCLE INC	8006253203	SHRED CONTAINER RENT/SVCS 02/24	102.68
TEMPEST ENTERPRISES LLC	8387	LIFT STATION PROGRAMMING	6,697.17
THE BANK OF NEW YORK MELLON	252-2611192	BOND FEE - 2007 CAP IMPROV BONDS	825.00
THELMA MARTIN	AP23-2785C	AMBULANCE REFUND	86.03
THUNDER BAY AREA	TBAFFA0005	2024 MEMBERSHIP DUES	125.00
TIM CORN	022424	WORK APPAREL ALLOW - DPW	62.48
VEOLIA WATER CONTRACT OPERATIONS	9000140525	CONTRACT OPERATIONS 02/24	139,680.17
VEOLIA WATER CONTRACT OPERATIONS	9000139883	CONTRACT OPERATIONS 01/24	27,308.76
WEINKAUF PLUMBING & HEATING INC	27449	BLDG MAINT - PSF	260.00
WEST SHORE FIRE INC	32111	MAINT - FIRE/EMS	1,544.40
WITMER PUBLIC SAFETY GROUP	INV418878	UNIFORMS - FIRE/EMS	181.47

Total: 265,224.65

TAX REFUND ISSUED 02/23/24	1,509.98
CHECKS RAN ON 02/23/24	3,036.58
CHECKS RAN ON 02/26/24	30,947.99
DENTAL PD ON 02/28/24	5,725.32
LTD & LIFE PD ON 02/28/24	2,789.12
HEALTH INSURANCE PD ON 02/28/24	80,468.19
CHECKS RAN ON 02/29/24	355.62

TOTAL FOR 03/04/24 COUNCIL MEETING

390,057.45

INVOICE REGISTER

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POST DATES 02/29/2024 - 02/29/2024
BOTH JOURNALIZED AND UNJOURNALIZED
OPEN - CHECK TYPE: PAPER CHECK

VENDOR	INVOICE #	DESCRIPTION	AMOUNT
VERIZON WIRELESS	9956306919	COMMUNICATIONS - DPW	355.62
Total:			355.62

INVOICE REGISTER

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POST DATES 02/26/2024 - 02/26/2024
BOTH JOURNALIZED AND UNJOURNALIZED
OPEN - CHECK TYPE: PAPER CHECK

VENDOR	INVOICE #	DESCRIPTION	AMOUNT
ALPENA POWER COMPANY	022124	ELECTRIC	8,600.01
DTE ENERGY	022124	NATURAL GAS	19,637.20
VERIZON WIRELESS	9956306917	CELL PHONES	444.05
VERIZON WIRELESS	9956306918	CELL PHONES/IPADS	2,266.73
Total:			30,947.99

INVOICE REGISTER

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POST DATES 02/23/2024 - 02/23/2024

BOTH JOURNALIZED AND UNJOURNALIZED

OPEN - CHECK TYPE: PAPER CHECK

VENDOR	INVOICE #	DESCRIPTION	AMOUNT
CITY OF ALPENA	1271-001 01/24	SEW/WATER MICH-E-KE-WIS	484.66
CITY OF ALPENA	1271-001 01/24 B	FEES - PARKS	24.24
CITY OF ALPENA	4397-001 01/24	SEW/WATER - CEMETERY	36.66
CITY OF ALPENA	4397-001 01/24 B	FEES - CEMETERY	1.84
CITY OF ALPENA	4398-001 01/24	SEW/WATER - CEMETERY	50.66
CITY OF ALPENA	4398-001 01/24 B	FEES - CEMETERY	2.53
CITY OF ALPENA	4528-001 01/24	SEW/WATER - PSF	2,016.66
CITY OF ALPENA	4528-001 01/24 B	FEES - PSF	100.83
CITY OF ALPENA	6656-001 01/24	SEW/WATER - PSF ANNEX	36.66
CITY OF ALPENA	6656-001 01/24 B	FEES - PSF	1.84
CITY OF ALPENA	8110-001 01/24	SEW/WATER - STARLITE PROM	226.66
CITY OF ALPENA	8110-001 01/24 B	FEES - PARKS	11.34
CITY OF ALPENA	8111-001 01/24	SEW/WATER - STARLITE	40.00
CITY OF ALPENA	8111-001 01/24 B	FEES - PARKS	2.00
Total:			3,036.58

INVOICE REGISTER

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POST DATES 02/23/2024 - 02/23/2024
BOTH JOURNALIZED AND UNJOURNALIZED
OPEN - CHECK TYPE: PAPER CHECK

VENDOR	INVOICE #	DESCRIPTION	AMOUNT
FLYNN JR CHARLES & DEBORAH VANNESTE	02/23/2024	2023 Sum Tax Refund 093-417-000-364-00	1,509.98
Total:			1,509.98



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

Planning, Development, & Zoning

To: Mayor and City Council Members
From: Montiel Birmingham, Director
cc: Rachel Smolinski, City Manager
Date: February 23, 2024
RE: Electrical Inspection Services Contract

The city's current electrical inspector, Frank Rosinski, is retiring after 13 years of service to the community. We sincerely thank Frank for his expertise, professionalism, integrity, and service over the last 13 years. Staff conducted discussions with multiple applicants and are recommending the city enter into a contract for electrical inspection services with Andrew Roznowski; Andrew comes to the city with almost 30 years of electrical experience, is a Master Electrician, and has already tested for and passed his Inspector's exam with the State of Michigan. We are confident that Andrew will be an asset to the community and look forward to working with him beginning March 18th, 2024.

Recommendation:

Motion to approve the Electrical Inspection Services contract with Andrew Roznowski and authorize Mayor Johnson and Clerk/Treasurer/Finance Director Soik to sign.



CONTRACT FOR ELECTRICAL INSPECTION SERVICES

This Agreement is entered by and between the **CITY OF ALPENA**, a Michigan Municipal Corporation of 208 N. First Avenue, Alpena, Michigan, 49707, hereinafter referred to as "City", and Andrew Roznowski of 4330 Haken Road, Alpena MI, 49707, hereinafter referred to as "Subcontractor."

The parties agree as follows:

1. Subcontractor shall provide electrical inspection services to the City pursuant to city ordinance and all state laws regarding same.
2. Subcontractor shall be an independent contractor and not an employee of the City and shall comply with independent contractor or sub-contractor insurance provisions of the City.
3. Subcontractor shall be responsible for his or her own mileage, inspector education fees and registration fees.
4. The City will be responsible for collecting all electrical inspection and permit fees and the City will set the appropriate fee schedule on an annual basis.
5. Subcontractor will be paid 80% of all permit fees and plan review fees received upon finalization of the permit.
6. Subcontractor shall arrange for vacation coverage with a licensed electrician; payment for inspections or plan reviews during coverage periods shall be arranged between the Subcontractor and electrician performing vacation coverage.
7. Either party may terminate this agreement upon 45 days written notice to the other party at their address as listed above.
8. This document constitutes the complete agreement between the City and Subcontractor and supersedes all prior communications, understandings and agreements relating to the subject matter hereof, whether oral or written.

In witness whereof the parties hereto have executed this Contract on this _____ day of

_____, 2024.

City of Alpena
a Michigan Municipal Corporation:

By:
Mayor

By: Anna Soik
City Clerk/Finance Director/Treasurer

Subcontractor:

By: Andrew Roznowski

Prepared by:

William A. Pfeifer
(P45263) City
Attorney
114 S. Second
Avenue Alpena, MI
49707
(989) 354-8242

HSIP

DA

Control Section	HSIP 04000
Job Number	218281CON
Project	24A0229
CFDA No.	20.205 (Highway Research Planning & Construction)
Contract No.	24-5016

PART I

THIS CONTRACT, consisting of PART I and PART II (Standard Agreement Provisions), is made by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF ALPENA, a Michigan municipal corporation, hereinafter referred to as the "REQUESTING PARTY"; for the purpose of fixing the rights and obligations of the parties in agreeing to the following improvements, in Alpena, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I", dated January 26, 2024, attached hereto and made a part hereof:

Traffic Signal Modernization along Third Avenue at South Bagley Street/Hobbs Drive, including controller, crosswalk controller and cabinet, crosswalk illuminator assembly, countdown pedestrian signals, video traffic detection system and cameras, steel strain poles, concrete curb and gutter, sidewalk, curb ramps, hand patching, lighting, backplates, permanent signing and pavement markings; and all together with necessary related work.

WITNESSETH:

WHEREAS, pursuant to Federal law, monies have been provided for the performance of certain improvements on public roads; and

WHEREAS, the reference "FHWA" in PART I and PART II refers to the United States Department of Transportation, Federal Highway Administration; and

WHEREAS, the PROJECT, or portions of the PROJECT, at the request of the REQUESTING PARTY, are being programmed with the FHWA, for implementation with the use of Federal Funds under the following Federal program(s) or funding:

HIGHWAY SAFETY IMPROVEMENT PROGRAM

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

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

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

2. The term "PROJECT COST", as herein used, is hereby defined as the cost of the physical construction necessary for the completion of the PROJECT, including any other costs incurred by the DEPARTMENT as a result of this contract, except construction engineering and inspection.

No charges will be made by the DEPARTMENT to the PROJECT for any inspection work or construction engineering.

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

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

3. The DEPARTMENT is authorized by the REQUESTING PARTY to administer on behalf of the REQUESTING PARTY all phases of the PROJECT, including advertising and awarding the construction contract for the PROJECT or portions of the PROJECT. Such administration shall be in accordance with PART II, Section II of this contract.

Any items of the PROJECT COST incurred by the DEPARTMENT may be charged to the PROJECT.

4. The REQUESTING PARTY, at no cost to the PROJECT or to the DEPARTMENT, shall:

- A. Design or cause to be designed the plans for the PROJECT.
- B. Appoint a project engineer who shall be in responsible charge of the PROJECT and ensure that the plans and specifications are followed.
- C. Perform or cause to be performed the construction engineering, construction materials testing, and inspection services necessary for the completion of the PROJECT.

The REQUESTING PARTY will furnish the DEPARTMENT proposed timing sequences for trunkline signals that, if any, are being made part of the improvement. No timing adjustments shall be made by the REQUESTING PARTY at any trunkline intersection, without prior issuances by the DEPARTMENT of Standard Traffic Signal Timing Permits.

5. The PROJECT COST shall be met in part by contributions by the Federal Government. Federal Highway Safety Improvement Program Funds shall be applied to the eligible items of the PROJECT COST up to the lesser of: (1) \$296,000, or (2) an amount such that 80 percent, the normal Federal participation ratio for such funds, is not exceeded at the time of the award of the construction contract. The balance of the PROJECT COST, after deduction of Federal Funds, shall be charged to and paid by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

Any items of PROJECT COST not reimbursed by Federal Funds shall be the sole responsibility of the REQUESTING PARTY.

6. No working capital deposit will be required for this PROJECT.

In order to fulfill the obligations assumed by the REQUESTING PARTY under the provisions of this contract, the REQUESTING PARTY shall make prompt payments of its share of the PROJECT COST upon receipt of progress billings from the DEPARTMENT as herein provided. All payments will be made within 30 days of receipt of billings from the DEPARTMENT. Billings to the REQUESTING PARTY will be based upon the REQUESTING PARTY'S share of the actual costs incurred less Federal Funds earned as the PROJECT progresses.

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

8. The performance of the entire PROJECT under this contract, whether Federally funded or not, will be subject to the provisions and requirements of PART II that are applicable to a Federally funded project.

In the event of any discrepancies between PART I and PART II of this contract, the provisions of PART I shall prevail.

Buy America Requirements (23 CFR 635.410) shall apply to the PROJECT and will be adhered to, as applicable, by the parties hereto.

9. The REQUESTING PARTY certifies that it is not aware if and has no reason to believe that the property on which the work is to be performed under this agreement is a facility, as defined by the Michigan Natural Resources and Environmental Protection Act [(NREPA), PA 451, 1994, as amended 2012]; MCL 324.20101(1)(s). The REQUESTING PARTY also certifies that it is not a liable party pursuant to either Part 201 or Part 213 of NREPA, MCL 324.20126 et seq. and MCL 324.21323a et seq. The REQUESTING PARTY is a local unit of

09/06/90 STPLS.FOR 1/26/24 3

government that has acquired or will acquire property for the use of either a transportation corridor or public right-of-way and was not responsible for any activities causing a release or threat of release of any hazardous materials at or on the property. The REQUESTING PARTY is not a person who is liable for response activity costs, pursuant to MCL 324.20101 (vv) and (ww).

10. If, subsequent to execution of this contract, previously unknown hazardous substances are discovered within the PROJECT limits, which require environmental remediation pursuant to either state or federal law, the REQUESTING PARTY, in addition to reporting that fact to the Michigan Department of Environment, Great Lakes, and Energy, shall immediately notify the DEPARTMENT, both orally and in writing of such discovery. The DEPARTMENT shall consult with the REQUESTING PARTY to determine if it is willing to pay for the cost of remediation and, with the FHWA, to determine the eligibility, for reimbursement, of the remediation costs. The REQUESTING PARTY shall be charged for and shall pay all costs associated with such remediation, including all delay costs of the contractor for the PROJECT, in the event that remediation and delay costs are not deemed eligible by the FHWA. If the REQUESTING PARTY refuses to participate in the cost of remediation, the DEPARTMENT shall terminate the PROJECT. The parties agree that any costs or damages that the DEPARTMENT incurs as a result of such termination shall be considered a PROJECT COST.

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

12. The DEPARTMENT'S sole reason for entering into this contract is to enable the REQUESTING PARTY to obtain and use funds provided by the Federal Highway Administration pursuant to Title 23 of the United States Code.

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

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

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

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

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

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

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

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

17. The parties shall promptly provide comprehensive assistance and cooperation in defending and resolving any claims brought against the DEPARTMENT by the contractor, vendors or suppliers as a result of the DEPARTMENT'S award of the construction contract for the PROJECT. Costs incurred by the DEPARTMENT in defending or resolving such claims shall be considered PROJECT COSTS.

18. The DEPARTMENT shall require the contractor who is awarded the contract for the construction of the PROJECT to provide insurance in the amounts specified and in accordance with the DEPARTMENT'S current Standard Specifications for Construction and to:

- A. Maintain bodily injury and property damage insurance for the duration of the PROJECT.
- B. Provide owner's protective liability insurance naming as insureds the State of Michigan, the Michigan State Transportation Commission, the DEPARTMENT and its officials, agents and employees, the REQUESTING PARTY and any other county, county road commission, or municipality in whose jurisdiction the PROJECT is located, and their employees, for the duration of the PROJECT and to provide, upon request, copies of certificates of insurance to the insureds. It is understood that the DEPARTMENT does not assume jurisdiction of the highway described as the PROJECT as a result of being named as an insured on the owner's protective liability insurance policy.
- C. Comply with the requirements of notice of cancellation and reduction of insurance set forth in the current standard specifications for construction and to provide, upon request, copies of notices and reports prepared to those insured.

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

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

CITY OF ALPENA

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By _____
Title: Mayor

By _____
for Department Director MDOT

By _____
Title: City Clerk



January 26, 2024

EXHIBIT I

CONTROL SECTION	HSIP 04000
JOB NUMBER	218281CON
PROJECT	24A0229

ESTIMATED COST

CONTRACTED WORK

Estimated Cost	\$436,000
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COST PARTICIPATION

GRAND TOTAL ESTIMATED COST	\$436,000
Less Federal Funds*	<u>\$296,000</u>
BALANCE (REQUESTING PARTY'S SHARE)	\$140,000

*Federal Funds for the PROJECT are limited to an amount as described in Section 5.

NO DEPOSIT

DOT

TYPE B
BUREAU OF HIGHWAYS
03-15-93

PART II

STANDARD AGREEMENT PROVISIONS

SECTION I COMPLIANCE WITH REGULATIONS AND DIRECTIVES

SECTION II PROJECT ADMINISTRATION AND SUPERVISION

SECTION III ACCOUNTING AND BILLING

SECTION IV MAINTENANCE AND OPERATION

SECTION V SPECIAL PROGRAM AND PROJECT CONDITIONS

SECTION I

COMPLIANCE WITH REGULATIONS AND DIRECTIVES

- A. To qualify for eligible cost, all work shall be documented in accordance with the requirements and procedures of the DEPARTMENT.
- B. All work on projects for which reimbursement with Federal funds is requested shall be performed in accordance with the requirements and guidelines set forth in the following Directives of the Federal-Aid Policy Guide (FAPG) of the FHWA, as applicable, and as referenced in pertinent sections of Title 23 and Title 49 of the Code of Federal Regulations (CFR), and all supplements and amendments thereto.
 - 1. Engineering
 - a. FAPG (6012.1): Preliminary Engineering
 - b. FAPG (23 CFR 172): Administration of Engineering and Design Related Service Contracts
 - c. FAPG (23 CFR 635A): Contract Procedures
 - d. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments—Allowable Costs
 - 2. Construction
 - a. FAPG (23 CFR 140E): Administrative Settlement Costs-Contract Claims
 - b. FAPG (23 CFR 140B): Construction Engineering Costs
 - c. FAPG (23 CFR 17): Recordkeeping and Retention Requirements for Federal-Aid Highway Records of State Highway Agencies
 - d. FAPG (23 CFR 635A): Contract Procedures
 - e. FAPG (23 CFR 635B): Force Account Construction
 - f. FAPG (23 CFR 645A): Utility Relocations, Adjustments and Reimbursement

- g. FAPG (23 CFR 645B): Accommodation of Utilities (PPM 30-4.1)
 - h. FAPG (23 CFR 655F): Traffic Control Devices on Federal-Aid and other Streets and Highways
 - i. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments—Allowable Costs
- 3. Modification Or Construction Of Railroad Facilities
 - a. FAPG (23 CFR 140I): Reimbursement for Railroad Work
 - b. FAPG (23 CFR 646B): Railroad Highway Projects
- C. In conformance with FAPG (23 CFR 630C) Project Agreements, the political subdivisions party to this contract, on those Federally funded projects which exceed a total cost of \$100,000.00 stipulate the following with respect to their specific jurisdictions:
 - 1. That any facility to be utilized in performance under or to benefit from this contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Federal Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended.
 - 2. That they each agree to comply with all of the requirements of Section 114 of the Federal Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder.
 - 3. That as a condition of Federal aid pursuant to this contract they shall notify the DEPARTMENT of the receipt of any advice indicating that a facility to be utilized in performance under or to benefit from this contract is under consideration to be listed on the EPA List of Violating Facilities.
- D. Ensure that the PROJECT is constructed in accordance with and incorporates all committed environmental impact mitigation measures listed in approved environmental documents unless modified or deleted by approval of the FHWA.
- E. All the requirements, guidelines, conditions and restrictions noted in all other pertinent Directives and Instructional Memoranda of the FHWA will apply to this contract and will be adhered to, as applicable, by the parties hereto.

SECTION II

PROJECT ADMINISTRATION AND SUPERVISION

- A. The DEPARTMENT shall provide such administrative guidance as it determines is required by the PROJECT in order to facilitate the obtaining of available federal and/or state funds.
- B. The DEPARTMENT will advertise and award all contracted portions of the PROJECT work. Prior to advertising of the PROJECT for receipt of bids, the REQUESTING PARTY may delete any portion or all of the PROJECT work. After receipt of bids for the PROJECT, the REQUESTING PARTY shall have the right to reject the amount bid for the PROJECT prior to the award of the contract for the PROJECT only if such amount exceeds by ten percent (10%) the final engineer's estimate therefor. If such rejection of the bids is not received in writing within two (2) weeks after letting, the DEPARTMENT will assume concurrence. The DEPARTMENT may, upon request, readvertise the PROJECT. Should the REQUESTING PARTY so request in writing within the aforesaid two (2) week period after letting, the PROJECT will be cancelled and the DEPARTMENT will refund the unused balance of the deposit less all costs incurred by the DEPARTMENT.
- C. The DEPARTMENT will perform such inspection services on PROJECT work performed by the REQUESTING PARTY with its own forces as is required to ensure compliance with the approved plans & specifications.
- D. On those projects funded with Federal monies, the DEPARTMENT shall as may be required secure from the FHWA approval of plans and specifications, and such cost estimates for FHWA participation in the PROJECT COST.
- E. All work in connection with the PROJECT shall be performed in conformance with the Michigan Department of Transportation Standard Specifications for Construction, and the supplemental specifications, Special Provisions and plans pertaining to the PROJECT and all materials furnished and used in the construction of the PROJECT shall conform to the aforesaid specifications. No extra work shall be performed nor changes in plans and specifications made until said work or changes are approved by the project engineer and authorized by the DEPARTMENT.

- F. Should it be necessary or desirable that portions of the work covered by this contract be accomplished by a consulting firm, a railway company, or governmental agency, firm, person, or corporation, under a subcontract with the REQUESTING PARTY at PROJECT expense, such subcontracted arrangements will be covered by formal written agreement between the REQUESTING PARTY and that party.

This formal written agreement shall: include a reference to the specific prime contract to which it pertains; include provisions which clearly set forth the maximum reimbursable and the basis of payment; provide for the maintenance of accounting records in accordance with generally accepted accounting principles, which clearly document the actual cost of the services provided; provide that costs eligible for reimbursement shall be in accordance with clearly defined cost criteria such as 49 CFR Part 18, 48 CFR Part 31, 23 CFR Part 140, OMB Circular A-87, etc. as applicable; provide for access to the department or its representatives to inspect and audit all data and records related to the agreement for a minimum of three years after the department's final payment to the local unit.

All such agreements will be submitted for approval by the DEPARTMENT and, if applicable, by the FHWA prior to execution thereof, except for agreements for amounts less than \$100,000 for preliminary engineering and testing services executed under and in accordance with the provisions of the "Small Purchase Procedures" FAPG (23 CFR 172), which do not require prior approval of the DEPARTMENT or the FHWA.

Any such approval by the DEPARTMENT shall in no way be construed as a warranty of the subcontractor's qualifications, financial integrity, or ability to perform the work being subcontracted.

- G. The REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, shall make such arrangements with railway companies, utilities, etc., as may be necessary for the performance of work required for the PROJECT but for which Federal or other reimbursement will not be requested.
- H. The REQUESTING PARTY, at no cost to the PROJECT, or the DEPARTMENT, shall secure, as necessary, all agreements and approvals of the PROJECT with railway companies, the Railroad Safety & Tariffs Division of the DEPARTMENT and other concerned governmental agencies other than the FHWA, and will forward same to the DEPARTMENT for such reviews and approvals as may be required.
- I. No PROJECT work for which reimbursement will be requested by the REQUESTING PARTY is to be subcontracted or performed until the DEPARTMENT gives written notification that such work may commence.

- J. The REQUESTING PARTY shall be responsible for the payment of all costs and expenses incurred in the performance of the work it agrees to undertake and perform.
- K. The REQUESTING PARTY shall pay directly to the party performing the work all billings for the services performed on the PROJECT which are authorized by or through the REQUESTING PARTY.
- L. The REQUESTING PARTY shall submit to the DEPARTMENT all paid billings for which reimbursement is desired in accordance with DEPARTMENT procedures.
- M. All work by a consulting firm will be performed in compliance with the applicable provisions of 1980 PA 299, Subsection 2001, MCL 339.2001; MSA 18.425(2001), as well as in accordance with the provisions of all previously cited Directives of the FHWA.
- N. The project engineer shall be subject to such administrative guidance as may be deemed necessary to ensure compliance with program requirement and, in those instances where a consultant firm is retained to provide engineering and inspection services, the personnel performing those services shall be subject to the same conditions.
- O. The DEPARTMENT, in administering the PROJECT in accordance with applicable Federal and State requirements and regulations, neither assumes nor becomes liable for any obligations undertaken or arising between the REQUESTING PARTY and any other party with respect to the PROJECT.
- P. In the event it is determined by the DEPARTMENT that there will be either insufficient Federal funds or insufficient time to properly administer such funds for the entire PROJECT or portions thereof, the DEPARTMENT, prior to advertising or issuing authorization for work performance, may cancel the PROJECT, or any portion thereof, and upon written notice to the parties this contract shall be void and of no effect with respect to that cancelled portion of the PROJECT. Any PROJECT deposits previously made by the parties on the cancelled portions of the PROJECT will be promptly refunded.
- Q. Those projects funded with Federal monies will be subject to inspection at all times by the DEPARTMENT and the FHWA.

SECTION III

ACCOUNTING AND BILLING

A. Procedures for billing for work undertaken by the REQUESTING PARTY:

1. The REQUESTING PARTY shall establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this contract, said records to be hereinafter referred to as the "RECORDS". Separate accounts shall be established and maintained for all costs incurred under this contract.

The REQUESTING PARTY shall maintain the RECORDS for at least three (3) years from the date of final payment of Federal Aid made by the DEPARTMENT under this contract. In the event of a dispute with regard to the allowable expenses or any other issue under this contract, the REQUESTING PARTY shall thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

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

If any part of the work is subcontracted, the REQUESTING PARTY shall assure compliance with the above for all subcontracted work.

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

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

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

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

The REQUESTING PARTY shall comply with the Single Audit Act of 1984, as amended, including, but not limited to, the Single Audit Amendments of 1996 (31 USC 7501-7507).

The REQUESTING PARTY shall adhere to the following requirements associated with audits of accounts and records:

- a. Agencies expending a total of \$500,000 or more in federal funds, from one or more funding sources in its fiscal year, shall comply with the requirements of the federal Office of Management and Budget (OMB) Circular A-133, as revised or amended.

The agency shall submit two copies of:

The Reporting Package
The Data Collection Form
The management letter to the agency, if one issued by the audit firm

The OMB Circular A-133 audit must be submitted to the address below in accordance with the time frame established in the circular, as revised or amended.

b. Agencies expending less than \$500,000 in federal funds must submit a letter to the Department advising that a circular audit was not required. The letter shall indicate the applicable fiscal year, the amount of federal funds spent, the name(s) of the Department federal programs, and the CFDA grant number(s). This information must also be submitted to the address below.

c. Address: Michigan Department of Education
Accounting Service Center
Hannah Building
608 Allegan Street
Lansing, MI 48909

d. Agencies must also comply with applicable State laws and regulations relative to audit requirements.

e. Agencies shall not charge audit costs to Department's federal programs which are not in accordance with the OMB Circular A-133 requirements.

f. All agencies are subject to the federally required monitoring activities, which may include limited scope reviews and other on-site monitoring.

2. Agreed Unit Prices Work - All billings for work undertaken by the REQUESTING PARTY on an agreed unit price basis will be submitted in accordance with the Michigan Department of Transportation Standard Specifications for Construction and pertinent FAPG Directives and Guidelines of the FHWA.
3. Force Account Work and Subcontracted Work - All billings submitted to the DEPARTMENT for Federal reimbursement for items of work performed on a force account basis or by any subcontract with a consulting firm, railway company, governmental agency or other party, under the terms of this contract, shall be prepared in accordance with the provisions of the pertinent FHPM Directives and the procedures of the DEPARTMENT. Progress billings may be submitted monthly during the time work is being performed provided, however, that no bill of a lesser amount than \$1,000.00 shall be submitted unless it is a final

or end of fiscal year billing. All billings shall be labeled either "Progress Bill Number _____", or "Final Billing".

4. Final billing under this contract shall be submitted in a timely manner but not later than six months after completion of the work. Billings for work submitted later than six months after completion of the work will not be paid.
5. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with Federal monies, the DEPARTMENT will act as billing agent for the REQUESTING PARTY, consolidating said billings with those for its own force account work and presenting these consolidated billings to the FHWA for payment. Upon receipt of reimbursement from the FHWA, the DEPARTMENT will promptly forward to the REQUESTING PARTY its share of said reimbursement.
6. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with non-Federal monies, the DEPARTMENT will promptly forward to the REQUESTING PARTY reimbursement of eligible costs.

B. Payment of Contracted and DEPARTMENT Costs:

1. As work on the PROJECT commences, the initial payments for contracted work and/or costs incurred by the DEPARTMENT will be made from the working capital deposit. Receipt of progress payments of Federal funds, and where applicable, State Critical Bridge funds, will be used to replenish the working capital deposit. The REQUESTING PARTY shall make prompt payments of its share of the contracted and/or DEPARTMENT incurred portion of the PROJECT COST upon receipt of progress billings from the DEPARTMENT. Progress billings will be based upon the REQUESTING PARTY'S share of the actual costs incurred as work on the PROJECT progresses and will be submitted, as required, until it is determined by the DEPARTMENT that there is sufficient available working capital to meet the remaining anticipated PROJECT COSTS. All progress payments will be made within thirty (30) days of receipt of billings. No monthly billing of a lesser amount than \$1,000.00 will be made unless it is a final or end of fiscal year billing. Should the DEPARTMENT determine that the available working capital exceeds the remaining anticipated PROJECT COSTS, the DEPARTMENT may reimburse the REQUESTING PARTY such excess. Upon completion of the PROJECT, payment of all PROJECT COSTS, receipt of all applicable monies from the FHWA, and completion of necessary audits, the REQUESTING PARTY will be reimbursed the balance of its deposit.

2. In the event that the bid, plus contingencies, for the contracted, and/or the DEPARTMENT incurred portion of the PROJECT work exceeds the estimated cost therefor as established by this contract, the REQUESTING PARTY may be advised and billed for the additional amount of its share.

C. General Conditions:

1. The DEPARTMENT, in accordance with its procedures in existence and covering the time period involved, shall make payment for interest earned on the balance of working capital deposits for all projects on account with the DEPARTMENT. The REQUESTING PARTY in accordance with DEPARTMENT procedures in existence and covering the time period involved, shall make payment for interest owed on any deficit balance of working capital deposits for all projects on account with the DEPARTMENT. This payment or billing is processed on an annual basis corresponding to the State of Michigan fiscal year. Upon receipt of billing for interest incurred, the REQUESTING PARTY promises and shall promptly pay the DEPARTMENT said amount.
2. Pursuant to the authority granted by law, the REQUESTING PARTY hereby irrevocably pledges a sufficient amount of funds received by it from the Michigan Transportation Fund to meet its obligations as specified in PART I and PART II. If the REQUESTING PARTY shall fail to make any of its required payments when due, as specified herein, the DEPARTMENT shall immediately notify the REQUESTING PARTY and the State Treasurer of the State of Michigan or such other state officer or agency having charge and control over disbursement of the Michigan Transportation Fund, pursuant to law, of the fact of such default and the amount thereof, and, if such default is not cured by payment within ten (10) days, said State Treasurer or other state officer or agency is then authorized and directed to withhold from the first of such monies thereafter allocated by law to the REQUESTING PARTY from the Michigan Transportation Fund sufficient monies to remove the default, and to credit the REQUESTING PARTY with payment thereof, and to notify the REQUESTING PARTY in writing of such fact.
3. Upon completion of all work under this contract and final audit by the DEPARTMENT or the FHWA, the REQUESTING PARTY promises to promptly repay the DEPARTMENT for any disallowed items of costs previously disbursed by the DEPARTMENT. The REQUESTING PARTY pledges its future receipts from the Michigan Transportation Fund for repayment of all disallowed items and, upon failure to make repayment for any disallowed items within ninety (90) days of demand made by the DEPARTMENT, the DEPARTMENT is hereby authorized to withhold an equal amount from the REQUESTING PARTY'S share of any future distribution of Michigan Transportation Funds in settlement of said claim.

4. The DEPARTMENT shall maintain and keep accurate records and accounts relative to the cost of the PROJECT and upon completion of the PROJECT, payment of all items of PROJECT COST, receipt of all Federal Aid, if any, and completion of final audit by the DEPARTMENT and if applicable, by the FHWA, shall make final accounting to the REQUESTING PARTY. The final PROJECT accounting will not include interest earned or charged on working capital deposited for the PROJECT which will be accounted for separately at the close of the State of Michigan fiscal year and as set forth in Section C(1).
5. The costs of engineering and other services performed on those projects involving specific program funds and one hundred percent (100%) local funds will be apportioned to the respective portions of that project in the same ratio as the actual direct construction costs unless otherwise specified in PART I.

SECTION IV

MAINTENANCE AND OPERATION

- A. Upon completion of construction of each part of the PROJECT, at no cost to the DEPARTMENT or the PROJECT, each of the parties hereto, within their respective jurisdictions, will make the following provisions for the maintenance and operation of the completed PROJECT:

1. All Projects:

Properly maintain and operate each part of the project, making ample provisions each year for the performance of such maintenance work as may be required, except as qualified in paragraph 2b of this section.

2. Projects Financed in Part with Federal Monies:

- a. Sign and mark each part of the PROJECT, in accordance with the current Michigan Manual of Uniform Traffic control Devices, and will not install, or permit to be installed, any signs, signals or markings not in conformance with the standards approved by the FHWA, pursuant to 23 USC 109(d).

- b. Remove, prior to completion of the PROJECT, all encroachments from the roadway right-of-way within the limits of each part of the PROJECT.

With respect to new or existing utility installations within the right-of-way of Federal Aid projects and pursuant to FAPG (23 CFR 645B): Occupancy of non-limited access right-of-way may be allowed based on consideration for traffic safety and necessary preservation of roadside space and aesthetic quality. Longitudinal occupancy of non-limited access right-of-way by private lines will require a finding of significant economic hardship, the unavailability of practicable alternatives or other extenuating circumstances.

- c. Cause to be enacted, maintained and enforced, ordinances and regulations for proper traffic operations in accordance with the plans of the PROJECT.

- d. Make no changes to ordinances or regulations enacted, or traffic controls installed in conjunction with the PROJECT work without prior review by the DEPARTMENT and approval of the FHWA, if required.

- B. On projects for the removal of roadside obstacles, the parties, upon completion of construction of each part of the PROJECT, at no cost to the PROJECT or the DEPARTMENT, will, within their respective jurisdictions, take such action as is necessary to assure that the roadway right-of-way, cleared as the PROJECT, will be maintained free of such obstacles.
- C. On projects for the construction of bikeways, the parties will enact no ordinances or regulations prohibiting the use of bicycles on the facility hereinbefore described as the PROJECT, and will amend any existing restrictive ordinances in this regard so as to allow use of this facility by bicycles. No motorized vehicles shall be permitted on such bikeways or walkways constructed as the PROJECT except those for maintenance purposes.
- D. Failure of the parties hereto to fulfill their respective responsibilities as outlined herein may disqualify that party from future Federal-aid participation in projects on roads or streets for which it has maintenance responsibility. Federal Aid may be withheld until such time as deficiencies in regulations have been corrected, and the improvements constructed as the PROJECT are brought to a satisfactory condition of maintenance.

SECTION V

SPECIAL PROGRAM AND PROJECT CONDITIONS

- A. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the acquisition of right-of-way must be under construction by the close of the twentieth (20th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that right-of-way.
- B. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the performance of preliminary engineering must be under construction by the close of the tenth (10th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that preliminary engineering.
- C. On those projects funded with Federal monies, the REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, will provide such accident information as is available and such other information as may be required under the program in order to make the proper assessment of the safety benefits derived from the work performed as the PROJECT. The REQUESTING PARTY will cooperate with the DEPARTMENT in the development of reports and such analysis as may be required and will, when requested by the DEPARTMENT, forward to the DEPARTMENT, in such form as is necessary, the required information.
- D. In connection with the performance of PROJECT work under this contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B", attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract.
- E. The parties will carry out the applicable requirements of the DEPARTMENT'S Disadvantaged Business Enterprise (DBE) program and 49 CFR, Part 26, including, but not limited to, those requirements set forth in Appendix C.

APPENDIX A

PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

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

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

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

Revised June 2011

APPENDIX B TITLE VI ASSURANCE

During the performance of this contract, the contractor, for itself, its assignees, and its successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

1. **Compliance with Regulations:** For all federally assisted programs, the contractor shall comply with the nondiscrimination regulations set forth in 49 CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contractor covers a program set forth in Appendix B of the Regulations.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** All solicitations made by the contractor, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential subcontractor or supplier of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined to be pertinent by the Department or the United States Department of Transportation (USDOT) in order to ascertain compliance with such Regulations or directives. If required information concerning the contractor is in the exclusive possession of another who fails or refuses to furnish the required information, the contractor shall certify to the Department or the USDOT, as appropriate, and shall set forth the efforts that it made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to, the following:
 - a. Withholding payments to the contractor until the contractor complies; and/or
 - b. Canceling, terminating, or suspending the contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor shall include the provisions of Sections (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department or the USDOT may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event a contractor becomes involved in or is threatened with litigation from a subcontractor or supplier as a result of such direction, the contractor may request the Department to enter into such litigation to protect the interests of the state. In addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Revised June 2011

APPENDIX C

TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES

Assurance that Recipients and Contractors Must Make (Excerpts from US DOT Regulation 49 CFR 26.13)

- A. Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:**

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- B. Each contract MDOT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:**

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.



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

Engineering

**MICHIGAN DEPARTMENT OF TRANSPORTATION CONTRACT
Contract Number – 24-5016**

Traffic Signal Modernization along Third Avenue at South Bagley Street/Hobbs Drive, including controller, crosswalk controller and cabinet, crosswalk illuminator assembly, countdown pedestrian signals, video traffic detection system and cameras, steel strain poles, concrete curb and gutter, sidewalk, curb ramps, hand patching, lighting, backplates, permanent signing and pavement markings; and all together with necessary related work.

Moved by _____, seconded by _____, that the Michigan Department of Transportation (MDOT), Contract No. 24-5016, be approved, and Mayor Johnson, and City Clerk Soik be authorized to sign the contract on behalf of the City.

Motion carried by a vote of _____ as follows:

Ayes:

Nays:

Absent:

I, Anna Soik, City Clerk of the City of Alpena, **DO HEREBY CERTIFY** that the above is a true copy of a resolution adopted by the Municipal Council at a regular meeting held on March 4, 2024.

Signed the 4th day of March 2024.

Anna Soik
City Clerk



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

Planning, Development, & Zoning

To: Mayor and City Council Members

From: Montiel Birmingham, Director

cc: Rachel Smolinski, City Manager

Date: February 14, 2024

RE: Ordinances 24-500 and 24-501

At the Planning Commission meeting on Monday February 12th, the Commission approved two conditional rezones for properties located at 511 Long Lake Ave and 907 Merchant St. for use of both properties as a duplex. 511 Long Lake Avenue had been a blighted, single-family, property; since the new owners purchased the property, all blight has been remediated. 907 Merchant was a duplex many years ago; in 2005 the previous owner removed the property from the rental registration program and has not been rented since that time; the interior configuration remained and is still configured as a duplex.

The Commission voted in favor of both requests by a vote of 7-1 with the requirements that the owners pull all required building permits, register the property through the rental registration program, and abide by the Zoning Ordinance requirements within one year, which currently requires them to provide four off street parking spaces that are hard surfaced at each property.

No letters or public comments were received in opposition to the request.

Recommended Motion:

Motion to approve Ordinance 24-500 and 24-501 to amend the City of Alpena's Zoning Map.



**City of Alpena
Ordinance No. 24-500**

An ordinance to amend the City of Alpena Zoning Map.

City of Alpena, Alpena County, Michigan ordains:

SECTION 1: AMENDMENT TO THE CITY OF ALPENA ZONING MAP

That the City of Alpena Zoning Ordinance Zoning Map is hereby amended as follows:

The parcel located at 907 Merchant St shall be conditionally rezoned from R-2 to R-T to allow for the legal use of the property as a duplex. Owners Statement of Conditions: *Convert residence from single-family dwelling to duplex.*

SECTION 2: SEVERABILITY

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

SECTION 3: SAVING CLAUSE

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

SECTION 4: EFFECTIVE DATE

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

Cindy Johnson, Mayor

Anna Soik, Clerk/Treasurer/Finance Director

I, Anna Soik, Clerk/Treasurer/Finance Director for the City of Alpena, hereby certify that the foregoing is a true and correct copy of Ordinance No. 24-500 of the City of Alpena, adopted at a meeting of the Alpena City Council held on _____.

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

First Reading: February 19, 2024

Adopted: _____

Published: _____

Effective: _____, subject to PA 110 of 2006 as amended.



City of Alpena Ordinance No. 24-501

An ordinance to amend the City of Alpena Zoning Map.

City of Alpena, Alpena County, Michigan ordains:

SECTION 1: AMENDMENT TO THE CITY OF ALPENA ZONING MAP

That the City of Alpena Zoning Ordinance Zoning Map is hereby amended as follows:

The parcel located at 511 Long Lake Ave shall be conditionally rezoned from R-2 to R-T to allow for the legal use of the property as a duplex. Owners Statement of Conditions: *Convert residence from single-family dwelling to duplex.*

SECTION 2: SEVERABILITY

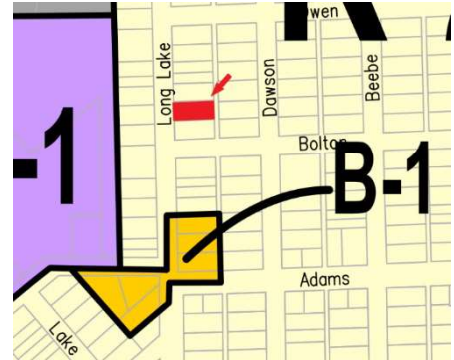
If any clause, sentence, paragraph or part of this Ordinance shall for any reason be finally adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair or invalidate the remainder of this Ordinance but shall be confined in its operation to the clause, sentence,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

SECTION 3: SAVING CLAUSE

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

SECTION 4: EFFECTIVE DATE

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



Cindy Johnson, Mayor

Anna Soik, Clerk/Treasurer/Finance Director

I, Anna Soik, Clerk/Treasurer/Finance Director for the City of Alpena, hereby certify that the foregoing is a true and correct copy of Ordinance No. 24-501 of the City of Alpena, adopted at a meeting of the Alpena City Council held on _____.

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

First Reading: February 19, 2024

Adopted: _____

Published: _____

Effective: _____, subject to PA 110 of 2006 as amended.

ORDINANCE NO. 24-502

AN ORDINANCE OF THE CITY OF ALPENA, STATE OF MICHIGAN, AMENDING CHAPTER 62 – PERSONNEL; ARTICLE III, RETIREMENT SYSTEM; DIVISION I. GENERALLY; SECTION 62-92 RETIREMENT ALLOWANCE OPTIONS OF THE CODE OF ORDINANCES OF THE CITY OF ALPENA, BY REPEALING SAME AND REPLACING IT AS FOLLOWS:

BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE CITY OF ALPENA, STATE OF MICHIGAN, AS FOLLOWS:

Chapter 62, Article III, Division 1, Section 62-92 of the Code of Ordinances of the City of Alpena is hereby repealed in full and replaced with the following language:

Sec. 62-92. - Retirement allowance options.

(a) Until the date their retirement becomes effective, but not thereafter, any member may elect to receive their retirement allowance as a straight life retirement allowance payable throughout his or her life, or may elect to receive the actuarial equivalent, computed as of the effective date of their retirement, of their straight life retirement allowance in a reduced retirement allowance payable throughout their life, and nominate a beneficiary, in accordance with the provisions of options I, II, III, IV or V, set forth below:

(1) *Option I.* If a retirant, who elected option I, dies before they have received in the annuity portions of his or her reduced retirement allowance an aggregate amount equal to their accumulated contributions standing to his or her credit in the annuity savings fund at the time of their retirement the difference between his or her such accumulated contributions and the aggregate amount of annuity portions received by them shall be paid to such person or persons as he or she shall have nominated by written designation duly executed and filed with the board. If there is no such designated person surviving the retirant the difference, if any, shall be paid to the retirant's legal representative;

(2) *Option II.* Upon the death of a retirant who elected option II, their reduced retirement allowance shall be continued throughout the life of and paid to such person having an insurable interest in his or her life, as he or she shall have nominated by

written designation duly executed and filed with the board prior to the effective date of their retirement;

(3) *Option III.* Upon the death of a retirant who elected option III, one-half of their reduced retirement allowance shall be continued throughout the life of and paid to such person having an insurable interest in his or her life, as he or she shall have nominated by written designation duly executed and filed with the board prior to the effective date of their retirement;

(4) *Option IV.* Upon the death of a retirant who elected option IV, their reduced retirement allowance shall be continued throughout the life of and paid to such person having an insurable interest in his or her life, as he or she shall have nominated by written designation duly executed and filed with the board prior to the effective date of their retirement. Should such designated person predeceased the retirant, the retirant's retirement allowance shall be recomputed (pop-up) to a straight life retirement allowance as provided for herein; or

(5) *Option V.* Upon the death of a retirant who elected option V, one-half of their reduced retirement allowance shall be continued throughout the life of and paid to such person having an insurable interest in his or her life, as he or she shall have nominated by written designation duly executed and filed with the board prior to the effective date of their retirement. Should such designated person predecease the retirant, the retirant's retirement allowance shall be recomputed (pop-up) to a straight life retirement allowance as provided for herein.

For firefighter retirants only, who select the straight life retirement allowance, upon the death of the firefighter retirant prior to their spouse, 60 percent of the benefit the firefighter retirant was receiving at the time of his death, shall be paid to his or her surviving spouse, which he or she shall have nominated by written designation, duly executed and filed with the board prior to the effective date of their retirement. This benefit shall apply only to firefighter members married at the time of retirement.

(b) All members of the retirement system, whether covered by a labor agreement or otherwise, may elect to withdraw their accumulated contributions in a lump sum at retirement. The regular retirement benefit will be reduced by the actuarial equivalent of the withdrawal utilizing the PBGC replacement rate as more fully described as follows:

(1) Determining the applicable PBGC replacement interest rate for lump sum payment of benefits for any given month (month x) is a two-step process. That process uses the "applicable 12-year rate for the second preceding month" (i.e., month x-2) to find the corresponding "immediate annuity rate" for month x. The "immediate annuity rate" is used to determine the lump sum value to be paid in month x.

(2) The "immediate annuity rate" will be determined each January, and that rate will be used for all lump sums paid during that year. So, for lump sums to be paid in 2022, the "immediate annuity rate" will be determined for December 2021 based on the "applicable 12-year rate for the second preceding month" (i.e., October, 2021), and that "immediate annuity rate" will be used for lump sums paid during 2022.

The following is a description of the two-step process to determine the replacement interest rate to be used by the City of Alpena for lump sum payments beginning in a specific calendar year.

Step 1: Find the 12-year rate for the second preceding month from the corporate bond yield curve (without regard to 24-month averaging) as described in section 430(h)(2)(D)(ii) of the Internal Revenue Code and as published at <https://www.irs.gov/retirement-plans/recent-interest-rate-notice>.

Because the City uses the December rate for lump sum payments beginning in the following calendar year, the rate to be determined in this Step 1 is for October (the second preceding month).

Step 2: Use the rate from Step 1 to find the corresponding immediate annuity rate as set forth in 29 CFR §4022.7(e) and Appendix C to Part 4022 and as published at https://www.law.cornell.edu/cfr/text/29/appendix-C_to_part_4022.

Using the above methodology, the following example shows how to determine the interest rate to be used for lump sum payments beginning in 2023 (i.e., by determining the interest rate for December 2022).

Determining the interest rate for December 2022 (to be used for lump sums beginning in 2023):

Step 1: Find the 12-year rate for the second preceding month (October 2022). The October 2022 rate (from Notice 2022-60) is 5.96% (Table 2022-10).

Step 2: The immediate annuity rate using the 5.96% from the above Step 1 is 3.0%. So, the replacement interest rate used for lump sums for 2023 is 3.0%.

The rates for all future years will follow this formula unless amended.

EFFECTIVE DATE

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

I HEREBY CERTIFY THAT THE ABOVE ORDINANCE WAS ADOPTED BY THE MUNICIPAL COUNCIL OF THE CITY OF ALPENA, MICHIGAN, AT A REGULAR MEETING HELD ON THE _____ DAY OF _____, 2024.

Cindy Johnson
Mayor

Anna Soik
City Clerk/Treasurer/Finance Director

First Presented: February 19, 2024
Adopted: March 4, 2024
Published:

William A. Pfeifer City Attorney

Memorandum



Date: March 1, 2024

To: Mayor and City Council Members

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

From: Rachel Smolinski, City Manager

Subject: FY 25' Congressionally Directed Spending (CDS) Request, Senator Gary Peters

I have been working with Chief Edmonds and Finance Director Soik on the budget and potential funding plan for the replacement of two fire apparatuses in our fleet: Engine123 and Tower125 for a total cost of \$3,155,000.00. The proposed replacement of T125, which is our 100' aerial platform fire truck, would be with a comparable E-One aerial fire truck with an estimated cost of \$2,300,000.00.

We are seeking Council approval to apply for a CDS request through Senator Gary Peters. The FY 25' CDS information can be found at <https://www.peters.senate.gov/fy-2025-appropriations-requests>

If successful, we will be asked to submit a full application to the United States Department of Agriculture which will be brought to a future Council meeting for approval.

Recommended motion: Move to approve Resolution 2024-04, FY 25' Congressionally Directed Spending Request to Senator Gary Peters for the Alpena City Fire Department Aerial Fire Truck Replacement Project.



**RESOLUTION 2024-04 BY THE
ALPENA CITY COUNCIL
FY 25' CONGRESSIONALLY DIRECTED SPENDING REQUEST TO SENATOR GARY
PETERS FOR THE ALPENA CITY FIRE DEPARTMENT AERIAL FIRE TRUCK
REPLACEMENT PROJECT**

WHEREAS, the Alpena City Fire Department is an all-hazard emergency service with full-time, career personnel ready to respond to a wide array of situations. These include fire suppression, hazardous materials response, specialized rescue including high-angle, open water, cold water, ice rescue, vehicle stabilization/extrication, and advanced life support emergency medical services; and

WHEREAS, the City of Alpena is seeking \$2.3 Million in funding for the replacement of an essential aerial platform truck for the Alpena City Fire Department. The current 100' aerial platform truck is 30 years old and is beginning to deteriorate in condition due to its use and age; and

WHEREAS, the City of Alpena has several large industrial businesses where this aerial platform truck is a requirement for efficient and safe operations to mitigate any fire or rescue incident in its earliest stages of need. Without this apparatus, fire suppression activities, victim rescue, and life safety measures would be delayed or impossible to accomplish; and

WHEREAS, the Alpena City Fire Department is a member of Michigan Mutual Aid Box Alarm System (MI-MABAS) and our resources can be requested in a local, regional, and statewide natural or manmade disaster or emergency; and

WHEREAS, the 106th District State Representative Cam Cavitt has endorsed this congressionally directed spending request; and

WHEREAS, the Alpena City Fire Department Aerial Fire Truck Replacement Project is eligible under Congressionally Directed Spending Account #4: Rural Development, Community Facilities Grant; and

NOW THEREFORE, BE IT RESOLVED, that the Alpena City Council does hereby request \$2.3 Million in funding through congressionally directed spending by Senator Gary Peters and directs City Manager Rachel Smolinski to submit the application and sign any associated materials on behalf of the City of Alpena.

Councilmember _____ moved to adopt the above resolution, seconded by Councilmember _____

Ayes:

Nays:

Absent:

Resolution declared adopted by the Municipal Council at a meeting held March 4, 2024.

Anna Soik
City Clerk


Memorandum



Date: February 26, 2024

To: Mayor and City Council Members

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

From: Stephen J. Shultz, City Engineer 

Subject: Woodward Trailhead Restroom Structural Repairs Recommendation

On February 13, 2024, the City received and opened proposals for repairs to the Woodward Trailhead. These repairs were necessitated by a fire which occurred in June of 2023. Bid documents were sent to (17) seventeen vendors as well as posted on the City's website with (2) two bids received as follows:

Meridian Contracting Services Alpena, MI	Base Bid \$18,151.00
Dave Murphy Builders, LLC Alpena, MI	\$19,265.75

Meridian has done several projects for the City in the past. They were the original contractor for this project, which makes them knowledgeable of the facilities and its original construction. As a fire was the cause for the repairs, this work will be covered by our insurance provider who has already approved the proposed amount.

Additionally, Meridian noted two alternates as part of their proposal. The first was to replace the security cameras for \$2,500. As we have a working relationship with a contractor already, we do not feel the need to include this alternate in the contract. The second alternate is to replace the remaining light fixtures around the exterior of the building. This alternate has been proposed as the existing fixture is no longer available and to allow consistency, the remaining fixtures should be changed at this time. This alternate will increase the base price by \$3,925. I feel adding this to the contract is warranted for the above noted reason as well as continued availability of the new fixtures in the future.

After reviewing the proposals comparison, it is my recommendation, as City Engineer, to make the following motion: Award the 2024 Woodward Trailhead Restroom Structural Repairs to Meridian Contracting of Alpena for the base bid of \$18,151 and the light replacement alternate for \$3,925 totaling \$22,076.

City of Alpena

Bid Name: Woodward Trailhead Restroom Structural Repairs

Bid Open Date: February 13, 2024 @ 2:00 p.m.

Bidder	Addendum	Bid Security	Base Bid	Remarks
Meridian Contracting Alpena, MI	NA	NA	\$ 18,151.00	RR lights - \$3,925 RR Security - \$2,500 cameras
Murphy Builders Alpena, MI	NA	NA	\$ 19,265.75	
Clark Construction Alpena, MI Declined to Bid			\$	

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



304 W. Chisholm Street
Alpena, Michigan 49707
Ph: 989-354-4825
Fax: 989-354-4338

Shannon Smolinski
City of Alpena
208 N. First Ave.
Alpena, MI 49707

February 7, 2024

Re: Woodward Trailhead Fire Damage Repairs

Shannon,

Thank you for the opportunity to provide you with a cost estimate for the fire damage repair work at the Woodward Trailhead. Please see the following scope of work and the associated costs.

Scope of Work:

General Requirements -

- * Building permit fee.

Sub-total:

\$395

Demolition & Disposal -

- * Remove and dispose of 28lf of existing drip edge.
- * Remove and dispose of 28lf of existing 1x6 RSC fascia.
- * Remove and dispose of 28lf of existing 1x8 RSC fascia.
- * Remove and dispose of 16lf of existing 1x6 RSC frieze board.
- * Remove and dispose of 75lf of existing 1x4 RSC batten strip.
- * Remove and dispose of approximately 100sf of existing rough sawn plywood soffit.
- * Remove and dispose of 20lf of existing aluminum soffit vent strip.
- * Power wash existing soffit, masonry, and concrete.
- * Remove and dispose of 2ea entry door slabs.

Sub-total:

\$1,458

Carpentry -

- * Supply and install approximately 100sf of rough sawn plywood soffit.
- * Supply and install 75lf 1x4 RSC batten strip.
- * Supply and install 16lf of 1x6 RSC frieze board.
- * Supply and install 28lf of 1x8 RSC fascia.
- * Supply and install 28lf of 1x6 RSC fascia.

Sub-total:

\$1,305

Thermal & Moisture Protection -

- * Supply and install 28lf of new aluminum drip edge.
- * Supply and install 20lf of new aluminum soffit vent.

Sub-total:

\$201

Windows & Doors -

- * Supply and install 2ea new commercial steel door slabs (reuse existing hardware).
- * Supply and install new translucent panels and trim.

Sub-total:

\$11,811**Interior & Exterior Finishes**

- * Stain approximately 190sf of rough sawn plywood soffit.
- * Stain approximately 147lf of new and existing RSC trim.
- * Paint 2ea steel doors and frames.

Sub-total:

\$1,073**Building Signage -**

- * Supply and install 2ea new restroom signs

Sub-total:

\$183**Electrical -**

- * Remove and replace damaged light fixtures.
- * Replacement fixtures will not match existing.

Sub-total:

\$1,725**Total cost:****\$18,151****Alternates -**

Alternate #1 - Remove and replace balance of exterior light fixtures to match.

\$3,925

Alternate #2 - Remove and replace security cameras.

\$2,500

Thanks again for the opportunity to be of service. If you have any questions, please feel free to contact me.

Respectfully submitted,
Meridian Contracting Services, LLC



Todd R. Britton



City of Alpena-Woodward Trailhead Restr...

Dave Murphy Builders LLC
3074 M-32 W
Alpena, MI 49707
(989) 657-0860
murphybldrs@gmail.com

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

Woodward Trailhead Restroom

Cost includes any and all permit and disposal fees.

Item	Activity
General Demolition - per hour	Remove
Fascia - 1" x 6" - #1 pine	Remove and Replace
Drip edge	Remove and Replace
Soffit vent - linear	Supply and Install
Trim board - 1" x 4" - installed (pine)	Remove and Replace
Trim board - 1" x 6" - installed (pine)	Remove and Replace
Laminated - comp. shingle rfg. - Certainteed Landmark (30 Year)	Remove and Replace
Steel door, 3' x 7' - fire rated	Remove and Replace
Door lockset & deadbolt - exterior	Supply and Install
Paint door slab only - 2 coats (per side)	Supply and Install
Dumpster load - Approx. 12 yards, 1-3 tons of debris	Remove
Electrical	Supply and Install
Exterior Lighting	Supply and Install
Soffit board- wood	Remove and Replace
<hr/>	
Group total	\$19,265.75

Bids Due: February 13, 2024
Time: 2:00 p.m.

BID LIST
Woodward Trailhead Restroom
Structural Repairs

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

Timm Construction
3336 Piper Road
Alpena, MI 49707
989-356-4514
mike@timmconstruction.com

Ryan Woodruff Construction
2105 N. Partridge Pt. Road
Alpena, MI 49707
989-657-5150
reedthunder@icloud.com

Kurt Shields
8753 Indian Reserve Road
Alpena, MI 49707
989-916-6559
Kurt.shields244@gmail.com

Kenyon Brothers Construction
16891 Miller Creek Road
Hillman, MI 49746
989-742-3963
kenyonsranch@hotmail.com

Leavesley Construction
2762 Emmet Street
Alpena, MI 49707
989-884-3158
info@leavesleyconstruction.com

Devere Industrial LLC
1001 Washington Avenue
Alpena, MI 49707
Ph: 989-340-1751
bjohnson@devereind.us

MacArthur Construction
16915 M-32 W.
Hillman, MI 49746
989-379-4024
adrianmacarthur@hotmail.com

VanWagoner Builders
2656 Werth Road
Alpena, MI 49707
989-464-8282
vanwagonerbldrs@charter.net

Jeff Trelfa Builders
5588 Huessner Rd.
Alpena, MI 49707
989-464-0699
jtrelfabuilders@yahoo.com

Ken Robb Construction
1040 Highland Ct.
Alpena, MI 49707
989-255-0868
yardman02@yahoo.com

Kenyon Construction
25460 M-32 W.
Hillman, MI 49746
989-742-4533
info@kenyonconstruction.net

Clark Construction
3432 US-23 S
Alpena, MI 49707
989-278-2272
ccsbidding@clarkcc.com

G & G Construction
6720 US-23
Spruce, MI 48762
989-471-2458
ggconstruct@frontier.com

Greg Fleitz
gleitz@yahoo.com

John's Home Maintenance
574 S. 2nd Street
Lincoln, MI 48742
989-736-8315
johnshomemaint@yahoo.com

Priest Drywall
22235 Shelton Trail
Atlanta, MI 49709
989-289-8329
priestdrywall1979@gmail.com



**ALPENA
DOWNTOWN**
Development Authority

124 E. Chisholm Street
Alpena, MI 49707

989.356.6422

anneg@alpena.mi.us

www.downtownalpenami.com

Date: February 27, 2024

From: Anne Gentry, Downtown Development Authority (DDA)

To: Alpena City Council

Anna Soik, City Clerk and Rachel Smolinski, City Manager

RE: 2024 Social District Expansion

The Downtown Alpena Social District was established by City Council in 2021, allowing customers to purchase an alcoholic beverage at participating businesses who receive a Social District permit through the Michigan Liquor Control Commission (MLCC) and carry it throughout the district. The boundaries of the Social District area were also expanded in 2022 to accommodate the marina area and the north side of Thunder Bay River near the Great Lakes Maritime Heritage Center.

Since the Downtown Development Authority (DDA)'s boundaries were expanded, there are businesses in the expansion area who have liquor licenses that have requested the Social District boundaries be amended to allow them to participate. In the expanded DDA boundary, there are four eligible liquor license holders currently: Players Pub, Old Polish Corner, The Nest, and the Sports Page.

If another business with a liquor license were to open in the district, they would also be able to apply for a Social District permit through the MLCC.

At our February 2024 meeting, the Alpena DDA Board of Directors **recommended the expansion of the Downtown Alpena Social District & Commons Area to correlate with the expanded DDA boundary.**

Attached to this document is a map showing the recommended expansion of the Social District and where the eligible liquor licenses are located.

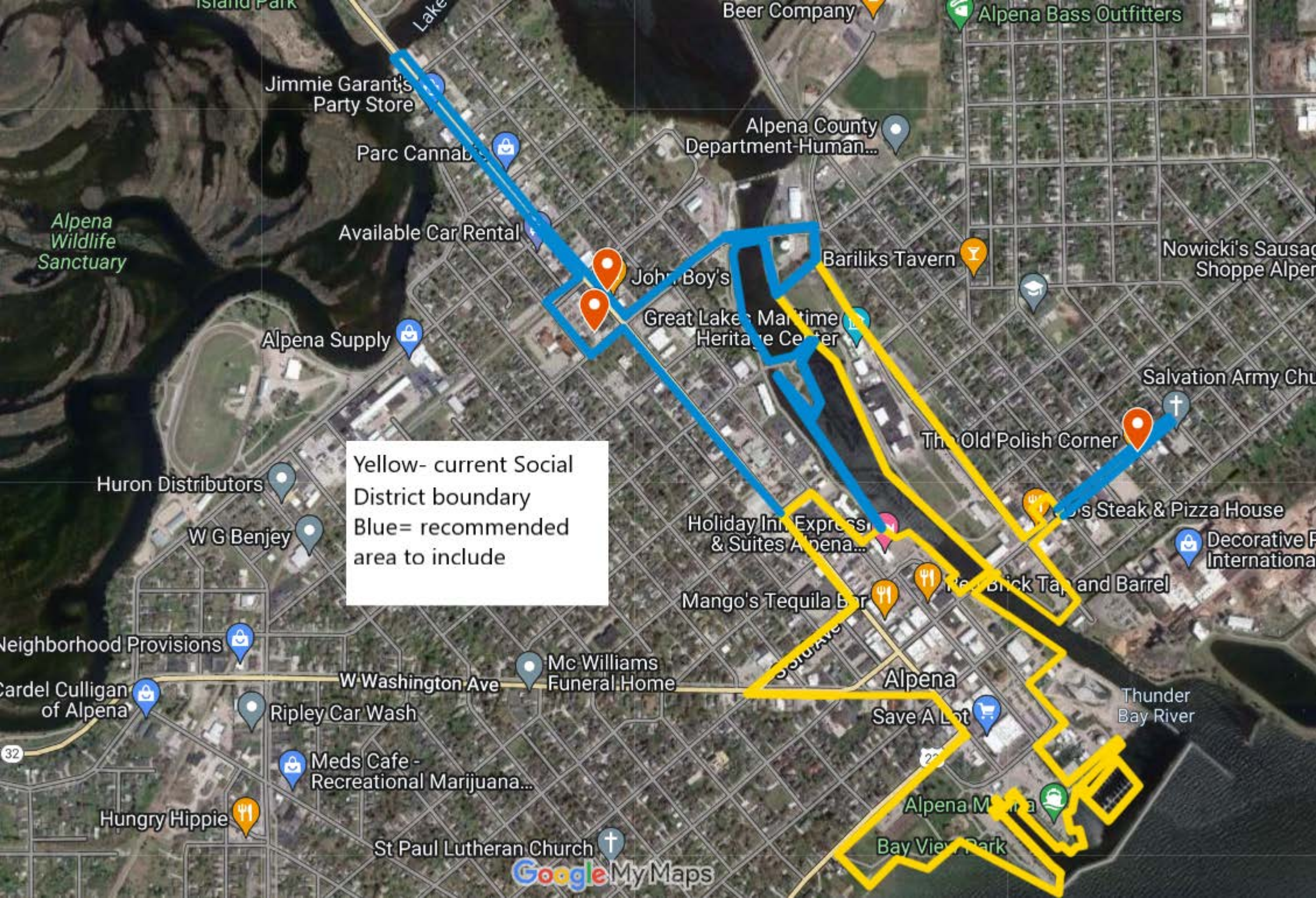
To expand the district, City Council needs to:

- Approve the amended boundaries of the Downtown Alpena Social District and Downtown Alpena Commons Area as presented
- Approve attached Resolution 2024-03 to allow eligible liquor license holders to apply for a Social District permit through the Liquor Control Commission

A new map must be submitted to the Michigan Liquor Control Commission. I will coordinate the required documentation and updating the signage throughout the district.

The Social District has been a successful addition to the downtown, supporting local restaurants and bars and creating another draw to our district. There have been no issues that I am aware of since it was established in 2021.

Anne Gentry, DDA Executive Director



Yellow- current Social District boundary
Blue= recommended area to include

Alpena Wildlife Sanctuary

Jimmie Garant's Party Store

Parc Cannab...

Available Car Rental

Alpena Supply

Huron Distributors

W G Benjey

Neighborhood Provisions

Cardel Culligan of Alpena

Ripley Car Wash

Meds Cafe - Recreational Marijuana...

Hungry Hippie

St Paul Lutheran Church

Google MyMaps

Alpena County Department-Human...

John Boy's

Great Lakes Maritime Heritage Center

Holiday Inn Express & Suites Alpena...

Mango's Tequila Bar

Alpena

Save A Lot

Alpena Marina

Bay View Park

Bariliks Tavern

Nowicki's Sausage Shoppe Alpena

Salvation Army Church

The Old Polish Corner

Joe's Steak & Pizza House

Decorative F International

Red Brick Tap and Barrel

Thunder Bay River

Downtown Alpena Social District

85 views

Last edit was seconds ago

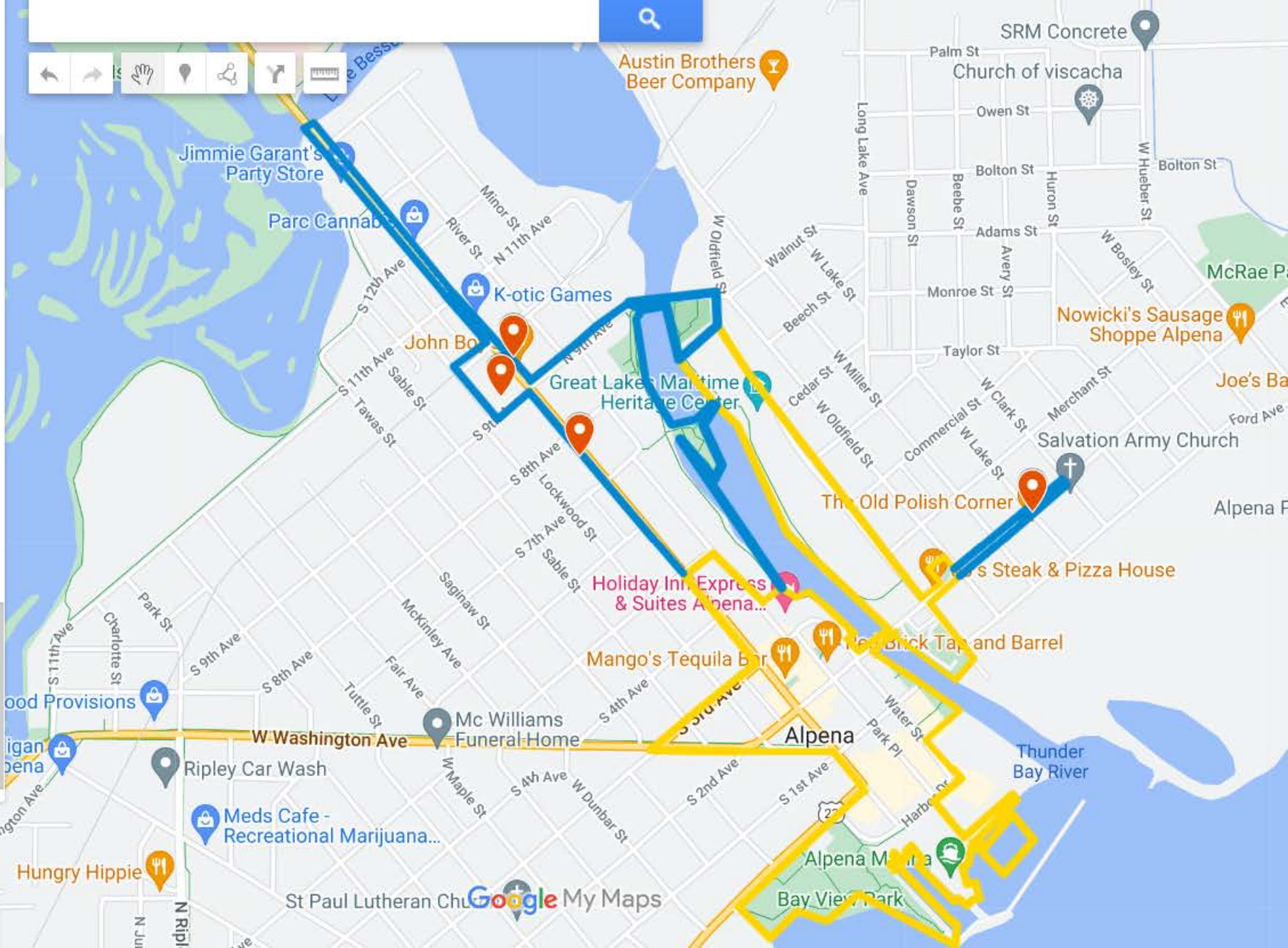
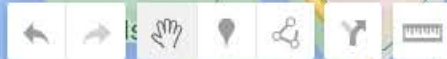
Add layer Share Preview

Line 3

☒ Proposed Additions 2024

Individual styles

- Players
- Sports Page
- OPC
- The Nest
- Line 4
- Line 5
- Line 7
- Line 8
- Line 10
- Line 9
- Line 11
- Line 12



RESOLUTION NO. 2024-03

**RESOLUTION APPROVING SOCIAL DISTRICT PERMITS FOR QUALIFYING
LICENSEES CONTIGUOUS TO THE COMMONS AREAS IN THE DOWNTOWN
ALPENA SOCIAL DISTRICT**

WHEREAS, Public Act 124 of 2020 (PA 24) was signed into law on July 1, 2020 to allow the governing body of a local governmental unit to designate Social Districts with Commons Areas within its jurisdiction;

WHEREAS, PA 124 established Section 436.1551, which authorizes the issuance of Social District Permits for the sale of alcohol by the Michigan Liquor Control Commission (MLCC); and

WHEREAS, qualified licensees whose licensed premises are contiguous to a Commons Area within the Social District and that have been approved for and issued a Social District Permit may sell alcoholic liquor on their licensed premises to customers who may then consume the alcoholic liquor within a Commons Area of the Social District; and

WHEREAS, the City of Alpena established the Downtown Alpena Social District and Downtown Alpena Commons Area at its May 17, 2021 Regular Meeting of Alpena City Council; and

WHEREAS, the City of Alpena first expanded the Downtown Alpena Social District and Downtown Alpena Commons Area at its June 6, 2022 Regular Meeting of Alpena City Council; and

WHEREAS, the City of Alpena expanded the Downtown Alpena Social District and Downtown Alpena Commons Area again at its March 4, 2024 Regular Meeting of Alpena City Council to correlate with the expanded Downtown Development Authority (DDA) boundaries;

WHEREAS, licensed premises that are contiguous to the commons areas designated by City Council as part of a social district pursuant to MCL 436.1551 are eligible to apply for a Social District Permit;

NOW THEREFORE, BE IT RESOLVED, that the Alpena City Council does hereby recommend that the applications from eligible licensees who are contiguous to the Downtown Alpena Social District and Downtown Alpena Commons Area be considered for approval by the Michigan Liquor Control Commission for a Social District Permit.

_____ moved to adopt 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 March 4, 2024.

Anna Soik
City Clerk

Memorandum



TO: Mayor Johnson, City Council Members

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

FROM: Chief Rob Edmonds

SUBJECT: Committed Funds Request from General Fund Balance and Approval to Purchase Replacement Fire Apparatuses

DATE: March 4, 2024

Engine 123 is a 1996 E-One fire engine with 50,140 miles on it. This truck is beginning to become unreliable mostly due to its primary use and age. Parts to repair the truck are becoming harder to find, resulting in more out of service periods and longer downtime. The repair vendor that we use is anticipating that a pump rebuild will be needed in the near future as the packing unit is adjusted to its furthest limits to keep the pump operational. This rebuild could cost upwards of \$45,000.00 if needed.

We have limited backup with Engine 126 and the mini-pumper, R124, in the event that this truck is out of service. NFPA 1901 Standard for Automotive Fire Apparatus (2016) Annex D.1 General, recommends apparatus more than 15 years old be utilized as reserve apparatus and all apparatus over 25 years old be replaced. Two of our apparatus exceed the 25-year replacement recommendation and E126 is only three years from this recommendation.

The proposed replacement of E123 would be an E-One 4-person cab unit, equipped with a 1500 gpm pump, 750-gallon water tank, low hose bed, and streamlined hose deployment options for more efficient operations. This will be designed as a very basic work truck and only have features we feel would benefit our operational needs. It is anticipated the cost of a new replacement to be approximately \$855,000.00. Proposed replacement of T125, which is our 100' aerial platform fire truck, would be with a comparable E-One aerial fire truck with an estimated cost of \$2,300,000.00. The total cost for both apparatuses is estimated at \$3,155,000.00 but may be less once we've determined all the specifications on the apparatuses.

City Manager Smolinski, Finance Director Soik and I have discussed and reviewed budget options for how to allocate funds for this project as we believe this is a priority replacement that cannot be delayed any longer.



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

Demand for truck replacement and an extended build time on these apparatuses is 24-48 months. The cost of a new truck and build times have significantly increased, making this project a higher priority than ever before. In order to lock in the pricing and receive a multi-purchase discount on the total purchase, and receive both apparatuses within 48 months, it is recommended to order both apparatus at the same time.

We propose the following:

- Transfer \$800,000 from the General Fund to the Equipment Fund:
 - Transfer \$500,000 upon approval.
 - Transfer an additional \$300,000 once Personal Property Tax reimbursement is received in May 2024.
- Transfer \$54,699 from ARPA fund to Equipment Fund. All ARPA fund investment income may also be committed.
- Utilize a total of \$200,000 in funding committed to fire apparatus replacement in FY23, FY24, FY25, FY26 in the Equipment Fund.
- Commit an estimated \$350,000 each year in FY25, FY26, FY27, and FY28 for an estimated total of \$1,400,000 (these funds will come from the personal property tax revenue from the State of MI that is not budgeted for each year).
- Commit \$700,0000 from the Equipment Fund balance.

These commitments total \$3,154,699 plus ARPA investment income which will cover the estimated cost of replacement of both fire apparatuses.

As you will see per the request at this Council meeting, we are applying to Senator Peters office for \$2.3 million in funds under the Congressionally Directed Spending Request for the replacement of T125 with an E-one aerial fire truck and will continue to exhaust any resources for grants and/or appropriations.

As the Alpena City Fire Department Chief, I am requesting action by City Council on two items.

Recommended Motion: Move to transfer \$500,000.00 from the General Fund balance to the Equipment Fund and commit it for the purchase of replacement fire apparatus.

Recommended Motion: Move to approve the purchase of an E-One fire engine and an E-One aerial fire truck per the specifications of the Alpena Fire Department.

