

Alpena Community College Board of Trustees  
125-C Besser Technical Center, 665 Johnson Street, Alpena, MI 49707  
(989) 358-7215

## Notice of Special Meeting

**Meeting Date:** Monday, July 31, 2023  
**Meeting Time:** 8:00 a.m.  
**Location of Meeting:** Room 400, Charles R. Donnelly Natural Resources Center, 665 Johnson Street, Alpena, Michigan, and Online Via Webex  
**Date of Notice:** Friday, July 21, 2023

The Alpena Community College Board of Trustees will gather for a special meeting on Monday, July 31, 2023, at 8:00 a.m. in the Roger C. Bauer Board Room, Room 400 of the Charles R. Donnelly Natural Resources Center, 665 Johnson Street. The meeting will be broadcast remotely via Webex videoconferencing software.

All citizens are invited to participate in the meeting either in person or remotely via phone, computer, or a video conferencing system. Participants should be aware that the meeting may be recorded.

**Join by phone:**

+1-415-655-0003

Meeting number (access code): 2438 710 9486#

No Attendee ID number is necessary. Press # to continue.

**Join from a video system or application:**

Copy the following address into a web browser: <http://24387109486@alpenacc.webex.com>

You can also dial 173.243.2.68 and enter your meeting number.

Meeting number (access code): 2438 710 9486

Meeting password: EqRt4ppSs77

Webex attendees are asked to mute their microphones except during public comment.

Alpena Community College provides access for individuals with disabilities. Individuals with a disability who need a reader, amplifier, qualified sign language interpreter, or any other form of auxiliary aid or service to attend or participate in the meeting can contact Jay Walterreit, Secretary of the Board of Trustees, at (989) 358-7215 at least one week prior to the meeting or as soon as possible.

All official proceedings and agendas are kept in the Office of the Board of Trustees, 125-C Besser Technical Center, on the Alpena campus, and can be viewed upon request between the hours of 8:00 a.m. and 4:30 p.m. Monday through Friday.



Denis "Jay" Walterreit  
Secretary of the Board of Trustees

SPECIAL MEETING AGENDA  
ALPENA COMMUNITY COLLEGE BOARD OF TRUSTEES  
Monday, July 31, 2023, 8:00 a.m.  
665 Johnson Street, Alpena, MI 49707

- 1) Call to Order
- 2) Pledge of Allegiance
- 3) Approval of Agenda
- 4) Introduction of Guests and Public Comment
- 5) Action Items
  - 2.880 Bids: Manufacturing and Welding Equipment .....2
  - 2.881 Approval of Mortgage for the Center for Manufacturing Excellence Project .....8
- 6) Board Discussion
- 7) New Business
- 8) Next Regular Meeting: August 17, 2023, 7:00 p.m. The meeting is scheduled to be held in person in Room 400 of the Charles R. Donnelly Natural Resources Center.
- 9) Adjournment

## **2.880 Bids: Manufacturing and Welding Equipment**

In January 2020, Alpena Community College applied for a Public Works grant from the United States Department of Commerce, Economic Development Agency (EDA) Public Works program to fund the Center for Manufacturing Excellence renovation project on the Alpena Campus. The project will upgrade the welding and manufacturing training labs, including moving the manufacturing program into the former Auto Body lab space. The College received official notification in March 2021 that a grant in the amount of \$2.4 million had been awarded to ACC. ACC's match amount is \$600,000.

The project consists of two main components:

1. Repurposing the unoccupied Auto Body lab space to create an expanded and modernized advanced manufacturing skills center; the resulting lab will be called the Besser Company Center for Manufacturing Excellence.
2. Repurposing occupational lab space currently occupied by ACC's Manufacturing program to accommodate an expanded welding skills center; the resulting lab will be called the Holcim Industrial Education and Welding Center.

Part of ACC's funding match will come from a Michigan New Jobs Training Program (MNJTP) grant secured by Besser Company. The MNJTP grant allows Besser Company to divert state taxes for all new employee positions added between March 2017 and December 2023. Those funds can be used for training and equipment. Besser Company has chosen to use the maximum allowable 50% of the grant to fund equipment for the Center for Manufacturing Excellence project. The total amount of the MNJTP grant is \$500,000, of which \$250,000 can be used for equipment.

The following equipment has been agreed upon with Besser Company and College staff and faculty to be purchased with the above two funding sources:

- CNC Vertical Machining Center with Robot
- CNC Vertical Machining Center
- Five (5) TIG/stick AC/DC welders
- Seven (7) MIG welders

A Request for Proposals (RFP) was circulated by College officials; bids were evaluated on July 26. Following are the bid evaluation documents.

# ALPENA

## COMMUNITY COLLEGE

665 Johnson Street  
Alpena, MI 49707-1495

(989) 356-9021  
www.alpenacc.edu

### Bid Evaluation Cover Sheet

Request for Proposal Title: **TIG and MIG Welders**

Date of Bid Evaluation: **July 26, 2023**

Project Contact Name: **Dawn Stone**

Project Contact Email: **StoneDawn@alpenacc.edu**

Project Contact Phone Number: **989-358-7293**

Bidder Name & Contact Information	Documentation of Specifications ( 20 points possible)	3 References Included ( 5 points possible)	Cost of Equipment, including shipping and training charges 50 points possible)	Total Points Awarded from each Reviewer (75 points possible)	Average Total Points Awarded (100 points possible)
Saginaw Welding – Bud Hosler <a href="mailto:bud@flintwelding.com">bud@flintwelding.com</a> Saginaw, MI	10	0	0	10 10	10
GTW Welding Supplies Joe Bierk <a href="mailto:joeb@gtwsupplies.com">joeb@gtwsupplies.com</a> Big Rapids, MI	3	0	0	3 3	3
Linde – Marc Tallieu <a href="mailto:marc.tallieu@linde.com">marc.tallieu@linde.com</a> Marysville, MI	15	5	0	20 20	20
Airgas – Alpena Mark Kelly <a href="mailto:mark.kelly@airgas.com">mark.kelly@airgas.com</a> Alpena, MI	10	5	50	65 65	65

**RECOMMEND AIRGAS-ALPENA DUE TO LOWEST BID. \$84,325.00**

# ALPENA

## COMMUNITY COLLEGE

665 Johnson Street  
Alpena, MI 49707-1495

(989) 356-9021  
www.alpenacc.edu

### Bid Evaluation Cover Sheet

Request for Proposal Title: **CNC Vertical Machining Center**

Date of Bid Evaluation: **July 26, 2023**

Project Contact Name: **Dawn Stone**

Project Contact Email: **StoneDawn@alpenacc.edu**

Project Contact Phone Number: **989-358-7293**

Bidder Name & Contact Information	Documentation of Specifications ( 20 points possible)	3 References Included ( 5 points possible)	Cost of Equipment, including shipping and training charges (50 points possible)	Total Points Awarded from each Reviewer (75 points possible)	Average Total Points Awarded (75 points possible)
Kitamura Machinery of USA, Inc. info@kitamura-machinery.com	No bid				
Gerotech cwright@gerotech.com	15	0	50	65 65	65
Kent CNC sales@kentcnc.com	No bid				
Knuth USA info@knuth-usa.com	No bid				

**RECOMMEND GEROTEC AS THE ONLY COMPANY TO SUBMIT A BID. BIDS WERE SOLICITED FROM FOUR ENTITIES OUTLINED ABOVE. \$69,416.75**

# ALPENA

## COMMUNITY COLLEGE

665 Johnson Street  
Alpena, MI 49707-1495

(989) 356-9021  
www.alpenacc.edu

### Bid Evaluation Cover Sheet

Request for Proposal Title: **CNC Vertical Machining Center with ROBOT**

Date of Bid Evaluation: **July 26, 2023**

Project Contact Name: **Dawn Stone**

Project Contact Email: **StoneDawn@alpenacc.edu**

Project Contact Phone Number: **989-358-7293**

Bidder Name & Contact Information	Documentation of Specifications ( 20 points possible)	3 References Included ( 5 points possible)	Cost of Equipment, including shipping and training charges (50 points possible)	Total Points Awarded from each Reviewer (75 points possible)	Average Total Points Awarded (75 points possible)
Kitamura Machinery of USA, Inc. <a href="mailto:info@kitamura-machinery.com">info@kitamura-machinery.com</a> Mount Prospect, IL	No bid				
Gerotech <a href="mailto:cwright@gerotech.com">cwright@gerotech.com</a> Flat Rock, MI	15	0	50	65 65	65
Kent CNC <a href="mailto:sales@kentcnc.com">sales@kentcnc.com</a> Tustin, CA	No bid				
Knuth USA <a href="mailto:info@knuth-usa.com">info@knuth-usa.com</a> Lincolnshire, IL	No bid				

**RECOMMEND GEROTEC AS THE ONLY COMPANY TO SUBMIT A BID. BIDS WERE SOLICITED FROM FOUR ENTITIES OUTLINED ABOVE. \$116,093.75**

# ALPENA

## COMMUNITY COLLEGE

665 Johnson Street  
Alpena, MI 49707-1495

(989) 356-9021  
www.alpenacc.edu

### Bid Evaluation Cover Sheet

Request for Proposal Title: **CNC Plasma Cutting Table**

Date of Bid Evaluation: **July 26, 2023**

Project Contact Name: **Dawn Stone**

Project Contact Email: **StoneDawn@alpenacc.edu**

Project Contact Phone Number: **989-358-7293**

Bidder Name & Contact Information	Documentation of Specifications ( 20 points possible)	3 References Included ( 5 points possible)	Cost of Equipment, including shipping and training charges 50 points possible)	Total Points Awarded from each Reviewer (75 points possible)	Average Total Points Awarded (75 points possible)
Messer Cutting Systems Inc <a href="mailto:chris.mckinney@messer-cutting.com">chris.mckinney@messer-cutting.com</a> Menomonee Falls, WI	20	0	50	70 70	70
Magnum Precision Machines <a href="mailto:cedgar@magnumabq.com">cedgar@magnumabq.com</a> Southern Texas	20	0	50	70 70	70
Capital Machine Brent Anderson/Debbie Howard 262-255-5520 Phoenix, AZ	20	0	50	70 70	70

**RECOMMEND MESSER CUTTING SYSTEMS OF MENOMONEE FALLS, WI – All bids were exactly the same; recommend choosing the business closest in proximity. \$103,917.00**

Based on the bid results, College officials recommend the following purchases:

<b>Equipment</b>	<b>Vendor</b>	<b>Cost</b>
TIG and MIG Welders	Airgas-Alpena, Alpena, MI	\$84,325.00
CNC Vertical Machining Center	Gerotech, Flat Rock, MI	\$69,416.75
CNC Vertical Machining Center with Robot	Gerotech, Flat Rock, MI	\$116,093.75
CNC Plasma Cutting Table	Messer Cutting Systems, Menomonee Falls, WI	\$103,917.00

Therefore, the following resolution is proposed:

The Alpena Community College Board of Trustees authorizes College officials to purchase welding and manufacturing equipment as outlined above.



## **2.881 Approval of Mortgage for the Center for Manufacturing Excellence Project**

### **A RESOLUTION OF ALPENA COMMUNITY COLLEGE APPROVING MORTGAGE OF PROPERTY TO UNITED STATES DEPARTMENT OF COMMERCE, ECONOMIC DEVELOPMENT ADMINISTRATION (EDA)**

WHEREAS, the Alpena Community College (the “College”) has previously applied to, received, and accepted from the United States Department of Commerce, Economic Development Administration (EDA), Chicago Regional Office, a grant under the Public Works and Economic Development Act of 1965 (41 U.S.C. § 3121 et seq.) (PWEDA) in the total amount of \$2,400,000 (EDA Grant Amount) pursuant to a Financial Assistance Award dated February 18, 2021, and bearing EDA Award No. 06-79-06272 (Award); and

WHEREAS, the Grant Amount is to be used for the purpose of making improvements to the real property described in the proposed Agreement and Mortgage, (Mortgage), attached hereto as Exhibit A, and made a part hereof (Project Property), consisting of (a) renovation of approximately 7,000 sf of space for the purposes of creating an advanced manufacturing lab and (b) renovation of approximately 7,200 sf of space for a welding shop training area (Project); and

WHEREAS, EDA requires a first lien on the Project Property to secure College’s obligation (i) to comply with the terms and conditions of the Award and the regulations set forth in 13 CFR Chapter III and 2 CFR part 200, and (ii) to use Project Property only for the purposes set forth therein for the Estimated Useful Life of Project Property (which has been determined to be 20 years from the date of completion of improvements thereon); and

WHEREAS, the College has reviewed the terms of the attached Mortgage and wishes to authorize the execution and recording of such Mortgage in order to provide a first priority lien on the Project Property for the purposes set forth therein; and

WHEREAS, the College has previously obtained a Commitment for Title Insurance issued by Northern Title & Escrow Agency dated May 9, 2022 (Commitment #504701) and has provided the EDA with the Title Opinion of Attorney based upon such Commitment, reflecting that the College has good and marketable title to the subject property;

### **NOW, THEREFORE, BE IT RESOLVED BY THE ALPENA COMMUNITY COLLEGE THAT:**

1. The College hereby authorizes and approves the terms of the Agreement and Mortgage attached as Exhibit A in favor of the EDA.
2. The College hereby authorizes any one of the two of the following then seated officers of the College: John Briggs, Chair of the Board of Trustees, and Dr. Donald C. MacMaster, Alpena Community College President, (each an “Authorized Officer”) are hereby authorized and directed to execute and

deliver the Agreement and Mortgage in substantially the form attached as Exhibit A, for and on behalf of the College.

3. The Authorized Officers are severally authorized and directed to take or cause to be taken all other actions, including, without limitation, signing certificates, documents or other instruments, each on behalf of the College as they deem necessary or desirable under the circumstances, subject to approval by the College's legal counsel, to accomplish the purposes of the transactions authorized in this Resolution.
4. The College further authorizes its attorneys, Wenzel Bennett & Harris, P.C., to record and deliver the executed mortgage to the EDA and to issue a legal opinion of counsel certifying that the Mortgage was properly executed and recorded; that it creates a valid and enforceable first-priority lien in favor of EDA; and that the Mortgage runs with the land and binds the current owners and its successors in title in and to the property.
5. This resolution shall be effective immediately upon its adoption.

## AGREEMENT AND MORTGAGE

WHEREAS, Alpena Community College, with an address of 665 Johnson Street, Alpena, MI 49707 (Mortgagor), has applied to, received, and accepted from the United States Department of Commerce, Economic Development Administration (EDA), Chicago Regional Office, a grant under the Public Works and Economic Development Act of 1965 (41 U.S.C. § 3121 et seq.) (PWEDA) in the total amount of \$2,400,000 (EDA Grant Amount) pursuant to a Financial Assistance Award dated February 18, 2021, and bearing EDA Award No. 06-79-06272 (Award);

WHEREAS, pursuant to the application submitted by Mortgagor requesting said Award, which includes all forms, documentation, and any information submitted to EDA as part and in furtherance of the request for the Award, including any information submitted after the initial application (Grant Application) and pursuant to the Award, the Grant Amount is to be used for the purpose of making improvements to the real property described in Exhibit A, attached hereto and made a part hereof (Project Property), consisting of (a) renovation of approximately 7,000 sf of space for the purposes of creating an advanced manufacturing lab and (b) renovation of approximately 7,200 sf of space for a welding shop training area (Project);

WHEREAS, 20 years from the completion of construction, as determined by EDA, is the Estimated Useful Life, as defined in 13 C.F.R. § 314.1, of the improvements made to the Project Property pursuant to the Project;

WHEREAS, under government-wide regulations set out at 2 CFR part 200 and EDA's regulations governing the Award at 13 CFR Chapter III, any transfer or conveyance of Project Property or any portion thereof must have the prior written approval of EDA;

WHEREAS, in accordance with PWEDA, EDA is not authorized to permit transfer or conveyance of Project Property to parties that are not eligible to receive EDA grants unless EDA is repaid the Federal Share as defined at 13 CFR § 314.5 (Federal Share) or unless the authorized purpose of the Award is to develop land in order to lease or sell it for a specific use, in which case EDA may authorize a lease or sale of the Project Property or a portion thereof if certain conditions are met;

WHEREAS, the aforesaid Award from EDA provides the purposes for which the Grant Amount may be used and provides, inter alia, that Mortgagor will not sell, lease, mortgage, or otherwise use or alienate any right to, or interest in the Project Property, or use the Project Property for purposes other than or different from those purposes set forth in the Award and the Grant Application made by Mortgagor therefor, such alienation or use being prohibited by 13 CFR part 314 and 2 CFR part 200; and

WHEREAS, Mortgagor and EDA desire to establish an obligation for and first priority lien on Project Property in favor of EDA in the event that the Project Property is used, transferred, or alienated in violation of the Award, 13 CFR Chapter III, or 2 CFR part 200.

NOW THEREFORE, Mortgagor does hereby grant and convey unto EDA, its successors and assigns, a mortgage and a lien on said Project Property to secure Mortgagor's obligation (i) to comply with the terms and conditions of the Award and the regulations set forth in 13 CFR

Chapter III and 2 CFR part 200, and (ii) to use Project Property only for the purposes set forth therein for the Estimated Useful Life of Project Property. Mortgagor agrees that a debt, with interest thereon at the rate set forth in 31 U.S.C. § 3717, in the amount of the Federal Share, which amount shall be determined at the sole discretion of EDA in accordance with its authorities and regulations, such amount being either EDA's pro-rata share of the fair market value of the Project Property, as further set forth at 13 CFR § 314.5, as that provision may be amended from time to time, the Grant Amount, or the amount actually disbursed under the Award (Indebtedness), shall be due and payable by Mortgagor to EDA upon the termination of the Award, or any attempt to use, transfer, or alienate any interest in Project Property in violation of the Award or of the regulations set forth in 13 CFR Chapter III or 2 CFR part 200 and does, moreover, agree that such Indebtedness shall be extinguished only through the full payment thereof to the Federal Government.

Mortgagor further covenants and agrees as follows:

1. Lease of Project Property:

If the Grant Application provides for and the Award authorizes Mortgagor to lease Project Property, each lease arrangement shall be subject to the prior written approval of EDA. EDA must determine that the applicable lease arrangement is consistent with the Grant Application and authorized general and special purposes of the Award; will provide adequate employment and economic benefits for the area in which Project Property is located; is consistent with EDA policies concerning, but not limited to, nondiscrimination, nonrelocation, and environmental requirements; and that the proposed lessee is providing adequate compensation, as defined in 13 CFR § 314.1, to Mortgagor for said lease. Any lease agreement entered into by Mortgagor of the Project Property shall be subordinate, junior, and inferior to this Agreement and Mortgage, and, at EDA's request, be expressly subordinated in writing and the written subordination recorded in the same manner as this Agreement and Mortgage.

2. Charges; Liens:

Mortgagor shall protect the title and possession of all Project Property; pay when due all taxes, assessments, mechanic and/or materialmen liens, and other charges, fines, and impositions now existing or hereafter levied or assessed upon Project Property; and preserve and maintain the priority of the lien hereby created on Project Property, including any improvements hereafter made a part of the realty.

3. Hazard Insurance:

Mortgagor shall insure and keep insured all improvements now or hereafter created upon Project Property against loss or damage by fire and windstorm and any other hazard or hazards included within the term "extended coverage." The amount of insurance shall be the full insurable value of said improvements but in no event less than the full replacement value of the improvements. Any insurance proceeds received by Mortgagor due to loss shall be applied to restoration or repair of any damaged Project Property, provided such restoration or repair is economically feasible and the security of this Agreement and Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Agreement and

Mortgage would be impaired, Mortgagor shall use said insurance proceeds to compensate EDA for its Federal Interest. EDA's Federal Interest, as defined at 13 C.F.R. § 314.2 (Federal Interest) shall be satisfied when amount received is equal to the Federal Share as that term is defined at 13 CFR § 314.5 (Federal Share).

4. Preservation and Maintenance of the Project Property:

Mortgagor shall keep Project Property in good condition and repair during the Estimated Useful Life and shall not permit or commit any waste, impairment, or deterioration of Project Property, but shall give notice written thereof to EDA without delay.

5. Indemnification:

To the extent permitted by law, Recipient agrees to indemnify and hold the Federal Government harmless from and against all liabilities that the Federal Government may incur as a result of providing an award to assist, directly or indirectly, in the preparation of the Project Property or construction, renovation, or repair of any facility on the Project Property, to the extent that such liabilities are incurred because of toxic or hazardous contamination of groundwater, surface water, soil, or other conditions caused by operations of the Recipient or any of its predecessors (other than the Federal Government or its agents) on the Project Property. *See also* 13 C.F.R. § 302.19 (Indemnification).

6. Inspection:

EDA may make or cause to be made reasonable entries upon and inspection of Project Property by EDA or an authorized representative of EDA.

7. Condemnation:

The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of Project Property, or any part thereof, or for any conveyance in lieu of condemnation shall be used by Mortgagor to compensate EDA for EDA's Federal Share. EDA's Federal Share of said condemnation proceeds shall be equal to that percentage which the Grant Amount bore to the total project costs under the Award for which the condemned property was acquired or improved. *See also* 13 CFR § 314.5 (Federal Share).

8. Recording of Agreement and Mortgage – EDA to Receive Original:

Mortgagor shall record this Agreement and Mortgage in accordance with the laws and rules of the County where Project Property is located, and shall ensure that the lien hereby granted is a first and prior lien on Project Property senior to all other interests save those which may arise by operation of law. EDA shall be furnished with the original, recorded Agreement and Mortgage as executed.

9. Notice:

Any notice from EDA to Mortgagor provided for in this Agreement and Mortgage shall be sent by certified mail to Mortgagor's last known address or at such address as Mortgagor may

designate to EDA, except for any notice given to Mortgagor in the manner as may be prescribed by applicable law as provided hereafter in this Mortgage. Likewise, any notice from Mortgagor to EDA shall be sent by certified mail to EDA's address.

10. Remedies:

Upon Mortgagor's breach of any term or condition of the Award or any provision of this Agreement and Mortgage, then EDA, its designees, successors, or assigns may declare the Indebtedness immediately due and payable, and may enforce any and all remedies available including but not limited to foreclosure by an action brought either in a United States District Court or in any State Court having jurisdiction, but such action shall not be deemed to be a release or waiver of any other right or remedy to recover repayment thereof.

After any breach on the part of Mortgagor, EDA shall, upon bill filed or the proper legal proceedings being commenced for the foreclosure of this Agreement and Mortgage, be entitled, as a matter of right, to the appointment by any competent court, without notice to any party, of a receiver of the rents, issues, and profits of Project Property, with power to lease and control such Property, and with such other powers as may be deemed necessary.

11. Remedies Cumulative:

All remedies provided in this Agreement and Mortgage are distinct and cumulative to any other right or remedy under this Agreement and Mortgage, the Award, or related documents, or afforded by law or equity, and may be exercised concurrently, independently, or successively.

12. Forbearance Not a Waiver:

Any forbearance by EDA in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by EDA shall not be a waiver of EDA's rights under this Agreement and Mortgage.

13. Release:

EDA and the Mortgagor agree that, so long as the possession and use of Project Property by Mortgagor has been only for the purposes set forth in the Award and Grant Application, then after the Estimated Useful Life of the improvements to Project Property, Mortgagor may request a release of the Federal Interest in accordance with 13 CFR part 314, which will not be withheld except for good cause, as determined in EDA's sole discretion; provided, however, that in accordance with 13 CFR part 314, restrictions upon the religious use or discriminatory practices in connection with the use of Project Property shall survive this Agreement and Mortgage and any release thereof, which shall be evidenced by a separate recorded covenant.

14. Governing Law; Severability:

This Agreement and Mortgage shall be governed by applicable federal law, if any, and if there is no applicable federal law by Illinois law, and nothing contained herein shall be construed to limit the rights EDA, its designees, successors, or assigns are entitled to under applicable

federal or state law. If any provision or clause of this instrument conflicts with applicable law, such conflict shall not affect other provisions of this instrument which can be given effect without the conflicting provision, and to this end the provisions of this instrument are declared to be severable.

15. Authority to Execute Agreement and Mortgage:

Recipient represents and warrants to and covenants with EDA that Recipient has been duly authorized by Recipient’s governing body by all necessary action and has received all necessary third party consents to enter into this Agreement and Mortgage.

IN WITNESS WHEREOF, Recipient has hereunto set its hand as of the day and year first above written by its duly authorized officer.

**Alpena Community College**

\_\_\_\_\_  
By: John E. Briggs  
Title: Chairman of Alpena Community College Board of Trustees

STATE OF MICHIGAN )  
 )ss.  
COUNTY OF ALPENA )

The foregoing instrument was acknowledged before me, a Notary Public in and for said County and State, this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by John E. Briggs, as Chairman of the Board of Trustees on behalf of Alpena Community College.

\_\_\_\_\_  
Karen Jo Bennett, Notary Public  
Alpena County, Michigan  
Acting in Alpena County, Michigan  
My commission expires: 06/27/2026

**Prepared by (and after recording, return to):**

Karen J. Bennett, Attorney at Law  
109 N. Second Avenue, Suite 200  
Alpena, Michigan 49707

EXHIBIT A  
Property Description

Situated within Ziem's Subdivision, City of Alpena, State of Michigan. Said subdivision defined in Liber 1, Page 55 of Plats, Alpena County Records.

(Legal description taken from unrecorded survey by Huron Engineering and Surveying, Inc., dated 02/02/2022, Project Number 22.005.)

The intent of this legal description is to describe those areas that are a part of the planned improvements to the Welding and Manufacturing programs, being within Alpena Community College in a part of the Southwest ¼ of Section 15, T31 N, R8E, Alpena Township, Alpena County, Michigan, being more particularly described as follows:

Commencing at the West ¼ Corner of Section 15, T31N, R8E; thence N 89°31'33" E 2589.89 feet along the Record East and West ¼ line of said Section 15 to the Record Center ¼ Corner of said Section 15; thence S 00°46'41" E 687.74 feet along the Record North and South ¼ line of said Section 15; thence at a right angle S 89°13'19" W 635.34 feet to the Southeast Corner of the existing Machine Shop at the Newport Center building being hereafter known as Reference Point X; thence N 00°29'40" W 60.12' along the exterior wall of said building to the Northeast corner of said building; thence at a right angle S 89°30'20" W 68.69 feet along the exterior wall of said building to the Point of Beginning of Area "B"; thence at a right angle N 00°29'40" W 28.65 feet; thence at a right angle N 89°30'20" E 122.02 feet parallel to the exterior wall of said building to a point on the back of curb at the parking lot; thence S 13°27'18" W 57 .19 feet along said back of curb to a point of curvature; thence 11.52 feet along said back of curb and the arc of a curve to the left having a radius of 20.00 feet, delta angle of 32°59'59" and long chord bearing S 03°02'41" E 11.36 feet; thence S 19°32'41" E 44.88 feet along said back of curb to an existing driveway; thence S 48°23'25" W 7.38 feet; thence S 89°30'20" W 50.28 feet parallel with the exterior wall of said building; thence at a right angle N 00°29'40" W 17.37 feet to a point 8 feet from the exterior wall of said building; thence at a right angle S 89°30'20" W 157 .80 feet parallel and 8 feet from said exterior wall of said building; thence at a right angle N 00°29'40" W 8.00 feet to said exterior wall of said building; thence continuing N 00°29'40" W 31 .93 feet along an interior wall of the Newport Center Building; thence continuing along interior walls of the Newport Center Building the following courses, at a right angle N 89°30'20" E 39.00 feet; thence at a right angle N 00°29'40" W 4.08 feet; thence at a right angle N 89°30'20" E 35.26 feet; thence at a right angle N 00°29'40" W 16.70 feet; thence at a right angle N 89°30'20" E 16.00 feet; thence at a right angle N 00°29'40" W 7.39 feet back to the Point of Beginning of Area "B". Containing 16,031 square feet, more or less.

Then returning to previously described Reference Point X; thence S 89°30'20" W 159.07 feet along the exterior wall of said Newport Center building to the Point of Beginning of Area "A"; thence continuing S 89°30'20" W 90.16 feet along said exterior wall; thence S 89°51'52" W 59.04 feet along said exterior wall; thence S 89°28'53" W 68.60 feet along said exterior wall; thence at a right angle S 00°31'07" E 47.83 feet to a point on the interior wall of the Welding Lab in the Besser Technical Center building; thence N 89°12'12" E 60.11 feet along said interior wall; thence continuing along interior walls of the Welding Lab in the Besser Technical Center building the following courses, at a right angle S 00°47'48" E 9.11 feet; thence at a right angle S



89°12'12" W 7.41 feet; thence at a right angle S 00°47'48" E 78.70 feet; thence at a right angle S 89°12'12" W 6.67 feet; thence at a right angle S 00°47'48" E 32.46 feet to the Southeast Corner of the Welding Lab in the Besser Technical Center building hereafter known as Reference Point Y; thence at a right angle S 89°12'12" W 46.03 feet; thence at a right angle N 00°47'48" W 30.79 feet; thence at a right angle S 89° 12'12" W 10.88 feet leaving the Welding Lab to an interior wall of the Besser Technical Center building; thence at a right angle N 00°31'07" W 32.60 feet along the interior wall to a point of intersection with an exterior wall; thence at a right angle S 89°12'12" W 2.80 feet along said exterior wall; thence N 00°31'07" W 100.79 feet to a point 4 feet from the exterior wall of the Newport Center building; thence at a right angle S 89°28'53" W 10.00 feet parallel with said exterior wall; thence at a right angle N 00°31'07" W 4.00 feet to a point of intersection with an interior wall of the Electrical Room of the Newport Center building; thence at a right angle S 89°28'53" W 10.00 feet along an interior wall of said Electrical Room; thence at a right angle N 00°31'07" W 12.73 feet along an interior wall of said Electrical Room of the Newport Center building; thence at a right angle N 89°28'53" E 27.41 feet along said interior wall to a point on an interior wall of the Electrical Room of the Newport Center building; thence continuing N 89°28'53" E 74.58 feet; thence N 89°51'52" E 59.04 feet; thence N 89°30'20" E 90.16 feet to a point on an interior wall of the Newport Center building; thence at a right angle S 00°29'40" E 12.73 feet along said interior wall back to the Point of Beginning Area A Area A containing 11,192 square feet, more or less.

Then Returning to previously described Reference Point Y being the Point of Beginning of the Mezzanine Area; thence N 89°12'12" E 34.91 feet along an interior wall of the Besser Technical Center building , thence at a right angle N 00°47'48" W 24.00 feet along said interior wall; thence at a right angle S 89°12'12" W 34.91 feet along said interior wall to a point on the interior wall of previously described Area A; thence at a right angle S 00°47'48" E 24.00 feet along said interior wall back to the Point of Beginning and Reference Point Y. This area intended to be on the second floor of the Besser Technical Center building only and adjacent to a part of the previously described Area A Mezzanine Area containing 838 square feet, more or less. Being subject to easements, reservations and restrictions of record, if any.