

REMINDER

PLEASE BRING YOUR CAFR MONDAY NIGHT.

ALPENA CITY COUNCIL MEETING

January 18, 2016 - 7:00 p.m.

AGENDA

1. Call to Order.
2. Pledge of Allegiance.
3. Approve Minutes – Regular Session of January 4, 2016.
4. Modifications to the Agenda.
5. Citizens Appearing Before Council on Agenda and Non-Agenda Items (Citizens Shall be Allowed a Maximum of Five (5) Minutes Each to Address Their Concerns. This is the Only Time During a Council Meeting that Citizens are Allowed to Address the Council).
6. Consent Agenda.
 - A. Bills to be Allowed, in the Amount of \$412,100.63.
7. Presentations.
8. Announcements.
9. Mayoral Proclamation.
10. Public Hearing.
11. Report of Officers.
 - A. Bids.
 - 1) Ford Utility Patrol Vehicles.
 - 2) Phase 2 – Baseline Environmental Assessment and Due Care Plan for Former Alpena Power Building.
12. Communications and Petitions.
 - A. Comprehensive Annual Financial Report (CAFR) – Fiscal Year Ended June 30, 2015 – Presentation by Straley Lamp & Kraenzlein P.C.
13. Unfinished Business.
 - A. Municipal Council Compensation Committee Recommendations.
14. New Business.

- A. Presque Isle Township Fire Initiative.
- B. Woodward Trailhead Contract Modification.
- C. Starlite Beach Splash Park.
- D. Draft Permit for U.S. 23 North Property.

Greg E. Sundin
City Manager

COUNCIL PROCEEDINGS

January 4, 2016

The Municipal Council of the City of Alpena met in regular session in the City Hall on the above date and was called to order at 7:00 p.m. by the Mayor.

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

Absent: None

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

MINUTES

The minutes of the regular session of December 21, 2015, and the closed session of December 21, 2015 were approved as printed.

MODIFICATIONS TO AGENDA

Moved by Councilmember Nowak, seconded by Councilmember Johnson, that the following modifications to the agenda be approved:

1. Add item 15 – Closed session to discuss pending litigation.
2. Add item 16 – Open session for action on pending litigation.

CONSENT AGENDA

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

1. Bills Allowed – in the amount of \$159,561.94 be allowed and the Mayor and City Clerk authorized to sign warrants in payment of same.
2. Collection of 2016 Property Taxes for Alpena Public Schools.

Carried by unanimous vote.

MUNICIPAL COUNCIL COMPENSATION COMMITTEE RECOMMENDATIONS

Moved by Councilmember Sexton, seconded by Councilmember Nielsen, to table the Compensation Committee Recommendations until the January 18, 2016, council meeting, to allow the City Attorney to determine the Board of Review meeting reimbursements per City Charter.

Carried by unanimous vote.

PUBLIC WORKS CENTER MECHANICAL MAINTENANCE

Moved by Councilmember Sexton, seconded by Councilmember Nielsen, that

City Council approve the mechanical maintenance contract for the Public Works Service Center with Lakeshore Plumbing, Heating and Cooling for the as bid rate of \$1,937 annually.

Carried by vote as follows:

Ayes: Waligora, Johnson, Nielsen, and Sexton.

Nays: Nowak.

CUSTODIAL SERVICES

Sealed bids were received on December 14, 2015, for cleaning services at the City of Alpena facilities including City Hall, Public Safety, Public Works, Harbor Drive Public Restrooms, Starlite Beach Restrooms, and the Woodward Trailhead Restrooms.

Moved by Councilmember Nowak, seconded by Councilmember Johnson, that the bid by Superior Image, per the unit prices quoted, be accepted.

Carried by vote as follows:

Ayes: Johnson, Nielsen, Nowak, and Waligora.

Nays: Sexton.

MAYOR PRO TEM

Moved by Councilmember Johnson, and seconded by Councilmember Nielsen, to appoint Shawn Sexton as Mayor Pro Tem.

Carried by unanimous vote.

MATT WALIGORA

COMMITTEE APPOINTMENTS

Moved by Councilmember Sexton, seconded by Councilmember Johnson, to appoint Matt Waligora to the Huron Undercover Narcotics Team (H.U.N.T.), and reappoint to Inter-Governmental Communications, Natural Resources-Visioning Committee, and Clear Target Market-Visioning, and an alternate to the Michigan Arts and Culture Northeast (MACNE) Board, and Northeast Michigan Council of Government (NEMCOG) Board.

Carried by unanimous vote.

COUNCILWOMAN JOHNSON

COMMITTEE APPOINTMENTS

Moved by Councilmember Nowak, seconded by Councilmember Sexton, to reappoint Cindy Johnson to the Park Foundation, Retirement Board, Inter-

Governmental Air/Water Quality, Inter-Governmental Roads, Inter-Governmental Recycling, Natural Resources Visioning, and Policies and Procedures Visioning.

Carried by unanimous vote.

COUNCILMAN SEXTON

COMMITTEE APPOINTMENTS

Moved by Councilmember Nowak, seconded by Councilmember Nielsen, to reappoint Shawn Sexton to City Property, Thunder Bay Sanctuary, Michigan Arts and Culture Northeast (MACNE) Board, Economic Development Visioning, Building Strong Consensus-Visioning and an alternate to Inter-Governmental Recycling.

Carried by unanimous vote.

COUNCILWOMAN NIELSEN

COMMITTEE APPOINTMENTS

Moved by Councilmember Johnson, seconded by Councilmember Sexton, to appoint Susan Nielsen to Drug Awareness Resistance Education (DARE), and reappoint to Medical Marijuana, Northeast Michigan Council of Governments, Clear Target Market-Visioning, Building Strong Consensus–Visioning, and an alternate to Thunder Bay Sanctuary, Board of Review Poverty Exemption, Target Alpena Development, and Huron Undercover Narcotics Team (H.U.N.T.).

Carried by unanimous vote.

COUNCILMAN NOWAK

COMMITTEE APPOINTMENTS

Moved by Councilmember Sexton, seconded by Councilmember Johnson, to reappoint Mike Nowak to the Historic District, Alpena County Central Dispatch, Inter-Governmental Public Safety, Target Alpena Development, Policies and Procedures Visioning, Retirement Board, and Board of Review Poverty Exemption.

Carried by unanimous vote.

CLOSED SESSION

Moved by Councilmember Sexton, seconded by Councilmember Johnson, that the Municipal Council adjourn to a closed session at 7:40 p.m. to discuss pending litigation.

Carried by unanimous vote.

RECESS

The Municipal Council recessed at 7:40 p.m.

RECONVENE – OPEN SESSION

Moved by Councilmember Sexton, seconded by Councilmember Johnson, that
Municipal Council reconvene in open session at 8:00 p.m.

DECORATIVE PANEL INTERNATIONAL TAX TRIBUNAL

Moved by Councilmember Sexton, and seconded by Councilmember Nowak,
that the City Attorney on behalf of the City, be authorized to submit a stipulation for
entry of a consent judgment as presented concerning the Decorative Panel International
(DPI) Tax Tribunal.

Carried by unanimous vote.

On motion of Councilmember Sexton, seconded by Councilmember Johnson, the
Municipal Council adjourned at 8:04 p.m.

MATTHEW J. WALIGORA
MAYOR

ATTEST:

Karen Hebert
City Clerk

INVOICE REGISTER

Page: 1/3

EXP CHECK RUN DATES 01/19/2016 - 01/19/2016
 BOTH JOURNALIZED AND UNJOURNALIZED
 OPEN

6.A.

VENDOR	INVOICE #	DESCRIPTION	AMOUNT
ADMIRAL PETROLEUM COMPANY	64331	GAS/FUEL - DPW	3,348.02
AIRGAS USA LLC	904648586	SUPPLIES - AMB DISP	101.87
AIRGAS USA LLC	9046731520	SUPPLIES - AMB DISP	73.79
AIRGAS USA LLC	9046761102	SUPPLIES - AMB DISP	54.20
AIRGAS USA LLC	9046841268	SUPPLIES - AMB DISP	69.22
AIRGAS USA LLC	9933025805	VEH MAINT - DPW	59.40
ALLEGRA ALPENA	137533	SUPPLIES - PUBLIC WORKS	106.35
ALLEGRA ALPENA	137628	SUPPLIES - MANAGER	196.27
ALPENA AREA CHAMBER OF COMM	12771	MONTHLY EXPENSES - DDA	596.43
ALPENA COUNTY TREASURER	011116	IT CONTRACTED SVCS 01/16	7,000.00
ALPENA DIESEL SERVICE	48611	VEH MAINT #39	301.64
ALPENA DIESEL SERVICE	48618	VEH MAINT - DPW	491.15
ALPENA DIESEL SERVICE	48628	VEH MAINT #38	189.15
ALPENA DIESEL SERVICE	48635	VEH MAINT #47	129.25
ALPENA FIRE EQUIPMENT SALES & SVC	42500	SCBA TEST/MAINT - FIRE	1,460.30
ALPENA LAWN CARE & MAINTENANCE	3942	MOWING - CODE ENFORCEMENT	70.00
ALPENA LAWN CARE & MAINTENANCE	3966	MOWING - CODE ENFORCEMENT	130.00
ALPENA NEWS PUBLISHING CO	DC1107 12/15	PUBLISHING/ADVERTISING	760.90
ALPENA NEWS PUBLISHING CO	DD8974 12/15	PUBLISHING/ADV	100.00
ALPENA PAPER & SUPPLY CO	464399	SUPPLIES - AMB DISP	417.48
ALPENA PAPER & SUPPLY CO	464447	SUPPLIES - PUBLIC WORKS	98.57
ALPENA POWER COMPANY	011916	ELECTRIC	37,128.79
ALPENA SUPPLY CO	2211106	SUPPLIES - CLERK/TREAS	27.00
ALPENA SUPPLY CO	2214055	VEH MAINT #39	134.15
AMERICAN MESSAGING	Z2535843QA	PAGER FEES	31.15
AMERIGAS	3047802976	LP GAS - CEMETERY	341.94
ANDY MARCEAU	121115	TRAVEL EXPENSE - AMB	85.61
APPLIED INDUSTRIAL TECH-MI LTD	7006582212	VEH MAINT - DPW	107.04
ARROW UNIFORM	1504768	SUPP/MAINT - CH/PSF/PW/EQUIP	286.00
ASCAP	500702684 12/15	COPYRIGHT LICENSE FEE	336.00
BALL TIRE & GAS INC	113828	VEH MAINT - CAR 1	15.00
BALL TIRE & GAS INC	113970	VEH MAINT - POLICE	622.32
BALL TIRE & GAS INC	114192	VEH MAINT #94	65.00
BALL TIRE & GAS INC	114286	VEH MAINT #39	1,128.26
BALL TIRE & GAS INC	114531	VEH MAINT - POLICE	15.00
BALL TIRE & GAS INC	503427	VEH MAINT - AMB	255.68
BALL TIRE & GAS INC	114662	VEH MAINT #26	15.00
BALL TIRE & GAS INC	114677	VEH MAINT - AMB	255.68
BIG RED CONSTRUCTION	011016	RENTAL REHAB PROGRAM	44,000.00
BP	46378337	GAS/FUEL - FIRE/AMB/EQ/MICU	3,394.91
CARQUEST AUTO PARTS	285219	VEH MAINT - DPW	88.60
CARQUEST AUTO PARTS	2852226	VEH MAINT - DPW	57.00
CARQUEST AUTO PARTS	285227	VEH MAINT - DPW	12.81
CARQUEST AUTO PARTS	285229	VEH MAINT - DPW	42.73
CARQUEST AUTO PARTS	285253	VEH MAINT - POLICE	6.53
CARQUEST AUTO PARTS	285254	VEH MAINT - AMB	11.76
CARQUEST AUTO PARTS	285255	VEH MAINT - DPW	31.21
CARQUEST AUTO PARTS	285314	VEH MAINT - DPW	(20.77)
CARQUEST AUTO PARTS	285318	VEH MAINT - DPW	85.46
CARQUEST AUTO PARTS	285497	VEH MAINT - POLICE	10.01
CARQUEST AUTO PARTS	285988	VEH MAINT - AMB	49.89
CARQUEST AUTO PARTS	286123	VEH MAINT - CAR 2	69.28
CARQUEST AUTO PARTS	286133	VEH MAINT - CAR 2	5.34
CARQUEST AUTO PARTS	2864036	VEH MAINT #21	87.37
CARQUEST AUTO PARTS	286714	VEH MAINT - FIRE EQ	1.24
CARQUEST AUTO PARTS	379728	MAINT - MAJ/LOC ST	(0.62)
CHOWEN & ASSOCIATES INC	8512	SOFTWARE - IT	309.37
CHRISTOPHER MORRISON	122115	TRAVEL EXPENSE - AMB	11.18
CITY OF ALPENA	214-002 1215	SEW/WATER - THOMPSON PK	30.00
CITY OF ALPENA	1016-001 1215	SEW/WATER - MARINA S	245.76
CITY OF ALPENA	1016-002 1215	SEW/WATER - MARINA IRR	30.00
CITY OF ALPENA	1017-001 1215	SEW/WATER - MARINA N	96.66
CITY OF ALPENA	1018-001 1215	SEW/WATER - BOAT HARBOR	107.86
CITY OF ALPENA	1019-001 1215	SEW/WATER - HARBOR DR	127.56
CITY OF ALPENA	1020-001 1215	SEW/WATER - FISH CLN STN	621.96
CITY OF ALPENA	1021-001 1215	SEW/WATER - BH RESTROOMS	496.06
CITY OF ALPENA	1027-001 1215	SEW/WATER - FLOATING DOCKS	929.96
CITY OF ALPENA	1028-001 1215	SEW/WATER - BANDSHELL	65.76
CITY OF ALPENA	4211-001 1215	SEW/WATER - CITY HALL	599.96
CITY OF ALPENA	4212-001 1215	SEW/WATER - SEWAGE	1,702.06
CITY OF ALPENA	9364-001 1215	SEW/WATER - BANDSHELL IRR	149.61
COLLINS FLAGS	I01077658	FLAGS - CEMETERY	1,283.83

INVOICE REGISTER

Page: 2/3

EXP CHECK RUN DATES 01/19/2016 - 01/19/2016
 BOTH JOURNALIZED AND UNJOURNALIZED
 OPEN

VENDOR	INVOICE #	DESCRIPTION	AMOUNT
DANIEL HIBNER	122515	TRAVEL EXPENSE - AMB	27.78
DEAN ARBOUR FORD LINCOLN MERCURY	18721	VEH MAINT - AMB	56.11
DEAN ARBOUR FORD LINCOLN MERCURY	18792	VEH MAINT - AMB	13.21
DONALD H GILMET	123115	MILEAGE 12/15	212.18
DORNBOS SIGN & SAFETY INC	24475	TRAFF CONTROL MAINT - LOC ST	62.70
DOUGLAS KEOGH	122715	TRAVEL EXPENSE - AMB	15.15
DOUGLAS KRUEGER	011116	TRAVEL EXPENSE - AMB	52.79
DTE ENERGY	011916	GAS	13,387.69
EAGLE SUPPLY CO	100630	SUPPLIES - FIRE/AMB	136.02
EAGLE SUPPLY CO	100687	SUPPLIES - PUBLIC WORKS	42.50
EAST SHORE ASPHALT PAVING	2015-09 (RET)	HMA PATCHING 2015	4,929.17
EASTERN MICHIGAN UNIVERSITY	FIRE196	TRAINING REGISTRATION - FIRE/AMB	1,500.00
ENERCO CORPORATION	101205	BOILER CHEMICAL TREATMENT/SVCS - PSF	550.00
ENVIRONMENTAL TESTING & CONSULTING	50919	RISK ASSESS - RENTAL REHAB	1,000.00
EVERETT GOODRICH TRUCKING & ASPHALT	24478	STORES - COLD PATCH	1,186.80
FAMILY ENTERPRISE EMBROIDERY	50739	UNIFORMS - FIRE/AMB	20.00
FAMILY ENTERPRISE EMBROIDERY	50774	UNIFORMS - FIRE/AMB	24.00
FRANCIS ROSINSKI	123115	ELECTRICAL INSP SVCS 12/15	872.00
FRONTIER	9535 01/16	TELEPHONE - SEWER	516.90
FRONTIER	4175 01/16	TELEPHONE - FIRE/AMB	37.30
FRONTIER	5445 01/16	TELEPHONE - FIRE/AMB	65.20
FRONTIER	2793 01/16	TELEPHONE - POL/FIRE/AMB	97.54
GILLIAN SUMMERS	AP15-7582	AMBULANCE REFUND	752.00
GREENWAY/L & N DISPOSAL	123115	DUMPSTER CHARGES 12/15	538.00
HANSEN SALES & SERVICE	21067	VEH MAINT #39	116.42
HANSEN SALES & SERVICE	21073	VEH MAINT #38	1,710.51
HANSEN SALES & SERVICE	21137	VEH MAINT #38	53.25
HAROLD KNOPP	122015	TRAVEL EXPENSE - AMB	15.00
HELPNET	3379	EMP ASST PROGRAM 01-03/16	615.42
INTERSTATE BATTERY SYSTEM INC	23391661	VEH MAINT - FIRE EQ	561.75
ISACKSON & WALLACE PC	010516	MAILING FEES - CITY ATTY	22.02
JAMES STACHLEWITZ	011116	TRAVEL EXPENSE - AMB	38.66
JASON ROUSE	122715	TRAVEL EXPENSE - AMB	45.00
JEFFERY KING	010916	TRAVEL EXPENSE - AMB	110.54
JOHN BRODZIAK	112115	WORK APPAREL ALLOW - PW	39.20
KENDALL ELECTRIC INC	S104402960.001	MAINT - XMAS LIGHTS	34.64
LARRY SANDERSON	245375	SNOW REMOVAL - DDA	110.00
MARC HALLECK	010616	CHRISTMAS ACTIVITIES - DDA	440.00
MARK MOUSSEAU	123115	PARKING ATTENDANT SVCS - DDA	406.15
MASTERS & LALONDE SHOES	32886	UNIFORMS - FIRE/AMB	188.00
MASTERS & LALONDE SHOES	32953	UNIFORMS - FIRE/AMB	188.00
MATTHEW MILLER	010316	TRAVEL EXPENSE - AMB	30.00
MATTHEW MILLER	010916	TRAVEL EXPENSE - AMB	27.66
MCDONALD AUTO SUPPLY INC	797582	VEH MAINT - FIRE EQ	5.51
MCDONALD AUTO SUPPLY INC	799522	VEH MAINT - FIRE EQ	17.58
MCDONALD AUTO SUPPLY INC	800985	MAINT - CITY HALL	3.29
MERIDIAN CONTRACTING SERVICES	1512	ROOF REPAIR - PUBLIC SAFETY BLDG	1,384.29
MERIDIAN CONTRACTING SERVICES	1513	CONSTRUCTION SVCS - WOODWARD TRAIL	6,293.60
MICH ASSN OF MUNICIPAL CLERKS	010116-JK	2016 MEMBERSHIP DUES	60.00
MICH ASSN OF MUNICIPAL CLERKS	010116-KH	2016 MEMBERSHIP DUES	60.00
MICHAEL MANCHESTER	010116	TRAVEL EXPENSE - AMB	5.14
MICHAEL SANDERS	122715	TRAVEL EXPENSE - AMB	42.56
MICHIGAN ASSN OF FIRE CHIEFS	010116	2016 MEMBERSHIP DUES	190.00
MICHIGAN MUNICIPAL TREAS ASSN	123115	SUBSCRIPTION/2016 DUES	85.00
MICHIGAN MUNICIPAL TREAS ASSN	010116	2016 MEMBERSHIP DUES	50.00
MICHIGAN STATE POLICE	551-457205	SOR REGISTRATION - POLICE	90.00
MICHIGAN STATE POLICE	551-457505	SOR REGISTRATION - POLICE	30.00
MIDWESTERN BROADCASTING COMPANY	21065-1	ADVERTISING - DDA	64.00
MILLER OFFICE MACHINES	25522	COPIER MAINT 12/15	315.77
MILLER OFFICE MACHINES	25776	COPIER MAINT 01/16	265.24
MY COMMUNITY MOBILE	122815	CITY APP SUPPORT 01/16	99.00
MY-LOR INC	22283	SUPPLIES - FIRE/AMB	500.00
NEMCOG	09-372-151014	PROF SVCS - REC PLAN	1,513.74
NORTHERN TOOL SALES & RENTALS	68780	SUPPLIES - PUBLIC WORKS	3.98
NYE UNIFORM COMPANY	538319	UNIFORMS - POLICE	16.50
ONLINE STORES INC	04502096001	SUPPLIES - CITY HALL	238.93
OSSINEKE BUILDING SUPPLY	B59948	MAINT - MAJ/LOC ST	335.76
PITNEY BOWES INC	623277	POSTAGE METER RENT 10-12/15	261.50
PRESQUE ISLE ELECTRIC & GAS CO	81166373 1215	ELECTRIC - AIR BASE	89.25
PRIORITY ONE EMERGENCY	70014661	UNIFORMS - FIRE/AMB	255.96
R A TOWNSEND CO	S13356345.001	MAINT - CITY HALL	354.29
RAPID RESULTS	4385	DRUG SCREEN - CITY HALL/POL	90.00

INVOICE REGISTER

Page: 3/3

EXP CHECK RUN DATES 01/19/2016 - 01/19/2016
BOTH JOURNALIZED AND UNJOURNALIZED
OPEN

VENDOR	INVOICE #	DESCRIPTION	AMOUNT
RYAN HENDRICKS	123115	PARKING ATTENDANT SVCS - DDA	531.00
SEVAN K INC	313 12/15	VEH MAINT - POLICE	78.75
SHELL FLEET PLUS	79036133601	UNLEADED GAS/FUEL-POL/F/A/GEN/MICU	1,244.91
SMEMSIC	04643	CONFERENCE REG/DUES - AMB	245.00
STANDARD ELECTRIC CO	429949-00	BLDG MAINT - FIRE/AMB	5.36
STANDARD ELECTRIC CO	431573-00	BLDG MAINT - FIRE/AMB	65.17
STANDARD ELECTRIC CO	451573-01	MAINT - PUBLIC SAFETY BLDG	391.49
STATE OF MICHIGAN	06528 01/16	LEAD PROF CERT APPL - BLDG	50.00
SUEZ WATER INC	201526476	CONT OPERATIONS 12/15	131,725.37
SUEZ WATER INC	201526553	CONT OPERATIONS 12/15	88,947.90
SUPERIOR IMAGE CLEANING LLC	010316	CLEANING-CH/PSF/PW/PKS/BH	2,078.65
THE GRIND-DING SHOP	114427	MAINT/VEH MAINT - PKS/DPW	32.86
THE UPS STORE 5054	010616	SHIPPING FEES	94.37
THOMPSONS LINEN SERVICE	70483 12/15	UNIFORMS-PW/CEM/PKS/EQ	411.10
THUNDER BAY ELECTRIC INC	224074	CONTRACTUAL SERVICES	530.64
THUNDER BAY ELECTRIC INC	224078	TRAFF SIGNAL MAINT - MAJ ST	143.59
THUNDER BAY ELECTRIC INC	224079	MAINT - LIGHTS	758.51
THUNDER BAY ELECTRIC INC	224104	MAINT - LIGHTS	347.67
THUNDER BAY ELECTRIC INC	224105	MAINT - XMAS LIGHTS	104.96
TIM SLOSSER	123015	TRAVEL EXPENSE - AMB	35.91
TON O SUDS LAUNDROMAT	285	LAUNDRY/UNIFORMS - FIRE/AMB	380.50
TON O SUDS LAUNDROMAT	288	LAUNDRY/UNIFORMS - FIRE/AMB	359.94
TRACTOR SUPPLY CREDIT PLAN	200463115	SUPPLIES - POLICE	32.97
TRUE NORTH RADIO NETWORK	122715	ADVERTISING - DDA	435.00
UTILITY SERVICE CO INC	385703	MAINT - WATER TANKS	8,892.54
UTILITY SERVICE CO INC	385704	MAINT - WATER TANKS	6,866.28
VISA/ELAN FINANCIAL SERVICES	1790 01/16	CONFERENCE REGISTRATION - POLICE	280.00
VISA/ELAN FINANCIAL SERVICES	3660 01/16	2016 MEMBERSHIP DUES - BLDG	175.00
VISA/ELAN FINANCIAL SERVICES	4552 01/16	FUEL - GEN	15.17
VISA/ELAN FINANCIAL SERVICES	6116 01/16	SUPP/TR EXP/TR MATLS - FIRE/AMB	431.12
VISA/ELAN FINANCIAL SERVICES	8471 01/16	SUPP/SFTWR - IT	128.97
VISA/ELAN FINANCIAL SERVICES	8703 01/16	SUPP/PROMO	171.31
WEINKAUF PLUMBING & HEATING INC	73030	MAINT - CITY HALL	137.52
WEINKAUF PLUMBING & HEATING INC	73062	MAINT - PSF ANNEX BLDG	75.00
YOUNG GRAHAM ELSENHEIMER &	19073	WATER RATE NEGOTIATIONS	10,984.00

Total: 412,100.63



Memorandum

Date: January 13, 2016

To: Karen Hebert, City Clerk/Treasurer/Finance Director

Copy: Greg Sundin, City Manager

From: Joel W. Jett, Chief of Police

Subject: Purchase of Ford Utility Patrol Vehicles

On December 22, 2015, the City of Alpena announced it would receive sealed bids for a 2016 large 4-door Sport Utility, All Wheel Drive, Ford Police Interceptor. Notice of the project was posted on the City's website, published in the local newspaper, and several regional dealerships were also notified.

Two sealed bids were received and opened on January 11, 2016 at 2 p.m. in Council Chambers. With the specified options, the respective bids were:

Dean Arbour Ford/Lincoln of Alpena: \$27,347.74
Jorgensen Ford of Detroit, Michigan: \$27,000.00

In accordance with Council Policy Statement 18 regarding Local Bidders Preference, I subsequently contacted the representative at Dean Arbour Ford/Lincoln and offered them the opportunity to match the lower bid. The dealership declined.

Gorno Ford, the dealership which participates in the State Purchasing Program (MiDeal), was contacted the following day and indicated the cost for each vehicle as specified would be \$26,780. As such, I am requesting Council approve the purchase of two patrol vehicles from Gorno Ford for the total purchase price of \$53,560.

BID NAME: Patrol Vehicle

BID OPENING DATE: 01-11-2016

Bidder	Addendum	Bid Security	Base Bid	Remarks
Dean Arbour Ford Alpena, MI	N/A	N/A	\$27,347 ⁷⁴	
Jorgensen Ford Detroit, MI	"	"	\$27,000 ⁰⁰	

Original Bid Sheet & Bids – Clerk's Office
Copy of Bids – Dept. Head initiating bid

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

Memorandum



Date: January 13, 2016

To: Mayor Matt Walligora and City Council

Copy: Greg Sundin, City Manager

From: Adam Poll, Planning and Development Director

Subject: Phase 2, Baseline Environmental Assessment and Due Care Plan for former Alpena Power Building

The next stage on the former Alpena Power Company (APC) offices is the completion of more intensive environmental review. To that end, staff requested bids for a Phase 2 Environmental Site Assessment, (ESA) Baseline Environmental Assessment (BEA) and Due Care Plan for the building.

The Phase 2 ESA and BEA are particularly important to complete as the BEA is needed to separate the new owner, (Target Alpena) from liability for existing contamination at the site. The BEA also needs to be complete within 45 days of taking ownership of the property. Target acquired the property on January 7, 2016, which means the BEA needs to be complete by February 21, 2016.

Staff requested bids from three consultants. Two of the bids were sent to Northern Michigan consultants that the City of Alpena has utilized for a number of previous projects (Environmental & Asbestos Services Inc, and Otwell Mawby). One was sent to ASTI Environmental out of Brighton MI, who completed the Phase 1 ESA and asbestos survey for the project. Environmental & Asbestos Services Inc, was anticipating bidding on the project, but declined to bid as he had recent unexpected circumstances occur that would not allow him to complete the project within the timeframe required (See attached email).

Bids were to be evaluated by the qualifications of the firm, overall cost of the project, and projected timeframe of the completion of the work. It was noted that work should be bid and completed based on industry standards acceptable to the State of Michigan.

Prices for the proposals received were as follows:

	<u>ASTI</u>	<u>Otwell Mawby</u>
Phase 2	\$8,500	\$11,310
BEA	\$2,500	\$1,000
Due Care Plan	\$1,500	\$1,500
Total	\$12,500	\$13,810

There is the potential if nothing is found in the samples taken that a BEA and Due Care Plan would not be needed, but due to the age of the property, and the issues identified in the Phase 1, staff believes

that is highly unlikely and a BEA and Due Care Plan will be needed. Assuming that to be true, ASTI has the lower bid by \$1,310 or 9.54%.

The two bids received were somewhat similar in their methods, with a few exceptions in the Phase 2.

	<u>ASTI</u>	<u>Otwell Mawby</u>
Number of Soil Samples:	(up to) 7	(up to) 16
Number of Water Samples	(up to) 3	(up to) 10
Soils & Water Samples Tested for	VOC's	VOC's
	PNA	PNA
	Metals	Metals
		Leaded Gas Scan
		PCB's
		Lead
		Cadmium
		Chromium

The principal difference would appear to be the number of samples taken. Otwell Mawby is taking up to 8 additional soil samples and up to 7 more water samples than ASTI. When asked about the number of samples being taken Otwell Mawby staff felt that was the appropriate amount of samples required for the site. Otwell Mawby also submitted a specific list and map of where samples would be taken and what tests would be conducted on those samples. This was not included in ASTI's proposal.

The other difference involves testing for polychlorinated biphenyls (PCB's). PCB's are a chemical used in transformers (such as the ones previously used by Alpena Power) from 1929 to 1977. , ASTI noted on their bid #3 that the property had received a citation for PCB's and that it required further evaluation. However, the list compounds tested for in the soil and ground water analysis does not include PCB's. When contacted ASTI staff noted that they have a FOIA request to the EPA in regards to this citation and will talk to Alpena Power to attempt to find out what exactly the citation was for. ASTI staff noted that if there was a spill, it would have been recorded, but there are no spills on record. Otwell Mawby included testing for this chemical in their bid, noting that although they did not have an exact location, they would look for additional information and run tests in the most likely locations for a PCB release.

Staff has worked with Otwell Mawby on a number of projects in the past and found the final cost to match their bids. Staff worked with ASTI for the first time last year with the Phase 1 ESA and asbestos survey for this building. On that project, ASTI submitted the low bid of \$7,100, but underestimated the number of samples they required to during the asbestos survey slightly and the final cost was \$7,500 which was still \$100 lower than the next lowest bid, but 9.4% higher than projected. Both companies do note that depending on the findings from the sampling, some additional costs could be incurred.

The funding for this project is proposed to come out of the brownfield remediation fund and not the general fund. This is the fund that has been previously utilized to assist the Austin Brothers Beer Company with their environmental testing and assist with the environmental aspects of the demolition of the Beach Motel. The remediation fund utilizes funds captured by a brownfield TIF in addition to the cost of reimbursement for a project. These funds are specifically utilized for projects such as this one.

In conclusion, both companies have stated that they can finish the BEA within the 45 day timeframe as needed to clear Target Alpena of liability for existing environmental issues. ASTI has the lower bid by \$1,310 but Otwell Mawby is utilizing (up to) 8 more soil samples and 7 more ground water samples and

are including PCB testing in their proposal. It is staff's recommendation that the qualifications of Otwell Mawby combined with the additional samples and types of testing would justify the additional costs incurred and staff recommends that Otwell Mawby be awarded the contract for \$13,810.00.



**Proposal and Qualifications
Former Alpena Power Company
Phase II Environmental Site Assessment
Baseline Environmental Assessment
Due Care Plan**

**In response to Request for Proposal
issued by the City of Alpena**

OTWELL MAWBY, P.C.

January 2016



OTWELL MAWBY, P.C.

CONSULTING ENGINEERS

**309 East Front Street
Traverse City, Michigan 49684
231.946.5200
231.946.5216 Fax
admin@otwellmawby.com
www.otwellmawby.com**



Proposal and Statement of Qualifications
Environmental Site Assessment
Phase II Environmental Site Assessment
Former Alpena Power Company Offices

OTWELL MAWBY, P.C.

January 8, 2016

Introduction

The City of Alpena is seeking proposals for a Phase II Environmental Site Assessment based on the previously conducted Phase I ESA (ASTI Environmental, dated October 20, 2015), for the former Alpena Power Company building located at 310 N Second Ave and the attached building at 123 Water Street in the City of Alpena, as well as a Baseline Environmental Assessment and Due Care Plan on behalf of Target Alpena if the Phase II ESA identifies the property as a Part 201 Facility.

The following Proposal and Statement of Qualifications is presented by Otwell Mawby, P.C. in four sections: Scope of Work, Cost Proposal, Schedule, and Qualifications and Experience.

1. Scope of Work

As outlined in the City's Request for Proposal, the scope of work includes a Phase II Environmental Site Assessment, Baseline Environmental Assessment (if required) and Due Care Plan (if required). The following is a detailed description of these three tasks.

Phase II Environmental Site Assessment

Otwell Mawby complete a review of the provided Phase I ESA which had been conducted for the former Alpena Power Company building in downtown Alpena. The Phase I ESA identified eight (8) Recognized Environmental Conditions (RECs) in connection with the subject or adjacent parcels. These eight RECs have been

separated into onsite and offsite concerns and are presented below, along with the need for additional research into the historical uses of the Property or adjacent parcels.

Onsite RECs:

- **Potential UST:** The potential presence of an underground storage tank (UST) was identified on the south portion of the subject property. The fill and vent pipe identified were located on the east side of the garage. This UST may be beneath the current garage floor.
- **Former Auto Repair:** The presence of an auto repair facility (Fred Schieffler Garage), located at 111 Water Street, and occupied the tenant space from 1916 through 1935.
- **Gasoline Burner:** The presence of a large gasoline burner onsite at 105 Water Street. The source, storage and waste management activities of this use are unknown, accordingly the potential for soil and groundwater impacts in this area of the Property are unknown.
- **PCB Storage:** The potential on-site storage of PCBs including receipt of a citation requires further evaluation.

Offsite RECs:

- **ROW Gas Tank:** The presence of a gasoline tank was identified during the review of the 1924 Sanborn Map, and was located in the right-of-way immediately southwest of 115 Water Street.
- **Auto Repair:** The presence of two auto repair facilities located west of the Property at 116 Water Street and 124-128 Water Street, were identified during the review of the City Directories and Sanborn Maps.
- **Coal Storage:** The presence of a coal storage and distribution operation (Alpena Coal Company) at the southeast corner of the Property. Review of the 1924 Sanborn Map reveal the presence of a 20-foot pile of coal. The rear portion of the Property appears to have been unpaved, thus runoff from the coal storage activities could have transported coal related contaminants (metals, semi-volatiles, etc.) on to the Property.

- **Carter Street UST:** The historical presence of a UST approximately 400-feet northwest of the Property in the Carter Street right-of-way (ROW) represents an REC and further information is needed to address its portion to impact the Property.

Additional Information:

In reviewing the Phase I ESA, there were two RECs identified – the potential UST related to the visible fill and vent pipes; and on-site storage of PCBs – that did not include information on the specific locations for these activities to support soil and groundwater boring locations. As a result, Otwell Mawby will conduct additional work, including interviews with individuals who are familiar with the Property and regulatory officials, and on-site review to help narrow the sample locations for the Phase II ESA.

The Phase I ESA noted a manhole inside the building that may be related to the potential UST, but was sealed. Otwell Mawby will work with City staff to open the manhole and determine its relationship, if any, to the potential UST. Otwell Mawby will attempt to contact Alpena Power employees that may have additional information on the property. If no additional information is available, there may be a need to conduct a geophysical survey, using a time domain, high sensitivity electromagnetometer (EM-61) and ground penetrating radar (GPR) technologies. This cost would be in addition to the Phase II cost presented in this proposal.

The potential on-site storage of PCBs including receipt of a citation was identified as requiring further evaluation. Additional interviews with representatives of the owner of the property and if necessary, regulatory officials, to determine the location of the storage of PCBs. This will facilitate the number and placement of soil borings to address the potential for a historical release.

The historical presence of a UST approximately 400-feet northwest of the Property in the Carter Street right-of-way (ROW) was identified as an REC and additional information

was needed to address the potential for impact to the Property. Based on our experience and knowledge in the City of Alpena and nearby sites and groundwater flow directly to the Thunder Bay River, it is our opinion that the location of the Leaking Underground Storage Tank at this distance and location does not require additional investigation and is not included in this Phase II proposal.

Site Investigation Activities

To assess the potential for impacted soil and groundwater at the subject property, Otwell Mawby will complete up to sixteen (16) soil borings at the subject property to address the identified RECs. Soil borings will be completed at each of the locations, or down gradient of the identified RECs. The following is a summary of the borings, medium, and constituents to be tested for each REC:

REC	Number of Borings	Medium	Constituents
On Site RECs			
Potential UST	4	Soil and water	VOCs, PNAs, Pb, Cd, Cr
Former Auto Repair/PCB	3	Soil and water/Soil	VOCs, PNAs, Pb, Cd, Cr/PCB
Gasoline Burner/PCB	2	Soil and water/Soil	Gas Scan, PNAs/PCBs
Off Site RECs			
ROW Gas Tank	2	Soil and water	Gas Scan, PNAs, Pb
Auto Repair	1	Soil and water	VOCs, PNAs, Pb, Cd, Cr
Coal Storage	4	Shallow Soil	PNAs, MI 10 Metals

The soil borings will be completed with a Geoprobe 5410 (direct-push sampler). Each soil boring will be advanced to a maximum depth of 16-feet below ground level (bgl) or existing groundwater, whichever is encountered first. The soil materials at each of the soil boring locations will be field screened for evidence of staining, olfactory odor, or PID detection. Based on the field screening results, a provision for the collection of up to fourteen soil samples has been included. If soil samples are selected, they would be submitted for laboratory analysis of volatile organic compounds (VOCs), polynuclear

aromatics (PNAs), Leaded Gas Scan, Polychlorinated biphenyl's (PCBs), Michigan 10 metals, lead, cadmium and chromium.

If groundwater is accessible during the completion of the soil borings, Otwell Mawby will install up to ten temporary groundwater monitoring wells at the RECs and down gradient locations from the existing building. The monitoring well screens will be set at a depth to straddle the existing groundwater depth, which is assumed to be approximately 10-feet bgl. Up to ten groundwater samples will be collected and submitted for laboratory analysis of VOCs, PNAs, Leaded Gas Scan, PCBs, Michigan 10 metals, lead, cadmium and chromium.

All sampling equipment will be decontaminated between sampling locations. Following the completion of the borings, cuttings will be returned to the borehole. Soil samples will be submitted under chain-of-custody to ALS Environmental Laboratory (ALS) of Traverse City and Holland, Michigan for laboratory analysis.

Depending on the condition observed during the evaluation, it may be necessary to advance soil borings within the interior of the building. If the soil borings cannot be advanced with the Geoprobe 5410 (direct-push sampler) drill rig, soil borings will be completed by coring through the surface materials (i.e., asphalt, concrete floor) with a portable coring machine. Otwell Mawby will provide you with an estimate to return to the subject property and complete the soil borings utilizing a coring machine and stainless-steel hand auger.

Otwell Mawby will prepare a Phase II ESA report, which will conclude the findings of the Phase II investigation activities and the results of the analysis for the subject property. This report will also outline recommendations for additional work if necessary to further address due diligence activities.

Baseline Environmental Assessment

If the property is designated to be a Part 201 Facility based upon the Phase II ESA, Otwell Mawby will prepare a BEA for the property pursuant to 1994 PA 451, Part 201, as amended. The purpose of the BEA is to present sufficient information about the property to allow any new releases of contaminants to be distinguished from existing environmental impacts. The BEA must be conducted prior to or within 45 days after transfer or occupancy of the property. At a minimum, the BEA will include:

- A description and scaled map of the property;
- The names of hazardous substances known to be present and the basis for the property to be considered a “Facility” under Part 201;
- Identification of general locations of known environmental impact on the subject property; and
- An assessment as to the likelihood other hazardous substances are also present on the subject property.

The BEA would be formatted in accordance to the requirements identified in the MDEQ’s instructions for preparing and submitting BEAs.

Otwell Mawby would submit a copy of the draft BEA to you for review and comment. Following receipt of comments, Otwell Mawby will address comments and prepare final copies of the BEA for submittal to the MDEQ.

Due Care Plan

If the site is a facility, Otwell Mawby would also conduct a Due Care Evaluation (Section 20107a Compliance Analysis) and prepare the Due Care Plan for the property. The Due Care Plan would include an explanation of that:

- The proposed use will not exacerbate existing environmental impacts;

- Unacceptable exposures will not exist, or will be prevented or mitigated;
- The proposed use will not increase response costs; and
- The precautions will be taken against the reasonably foreseeable acts or omissions of a third party.

Depending upon the use of the site and the contaminants found during the due diligence Phase II ESA, there may be additional sampling necessary to characterize the nature and extent of soil and groundwater impact to further detail due care obligations.

Otwell Mawby will submit a copy of the draft Due Care Plan for your review and comment. Following receipt of comments, Otwell Mawby will address comments and prepare final copies of the Due Care Plan.

2. Cost Proposal

Otwell Mawby will provide the services scoped herein time and materials not-to exceed cost basis. A total project budget of \$11,310.00 is estimated to complete the services scoped herein. The budgeted cost for completion of the Phase II ESA is outlined in the following breakdown of the proposed project budgets:

Phase II ESA	
Geoprobe Drilling, Equipment, Supplies and Well Materials	\$2,210
Field Investigation	\$1,700
Field Supplies and Equipment	\$1,200
Laboratory Analysis (Subcontracted Service)	\$4,600
Data Analysis / Report Preparation	<u>\$1,600</u>
Phase II Total	\$11,310
Baseline Environmental Assessment	\$1,000
Due Care Plan	\$1,500
Total Phase II ESA, BEA, DCP	\$13,810

3. Schedule

The Baseline Environmental Assessment must be substantially complete within 45 days of ownership or operation. As we understand, the property was transferred to Target Alpena on Thursday, January 7, 2016. As a result, the 45 day deadline is February 28, 2016.

This deadline does represent a challenge to complete the Phase II ESA and substantially complete the BEA within the required timeframe, especially with standard turnaround of two weeks for lab results, however, with timely authorization, Otwell Mawby is confident that the BEA timeframe can be met. In addition, there is an option for rush laboratory results at an additional cost, if necessary. The following is a proposed schedule:

Task	Timeframe	Completion
Preliminary Authorization	One day	January 11, 2016
Project Mobilization – Miss Dig	One week	January 15, 2016
City Council/AABR Authorization	One week	January 18, 2016
Additional Research/Fieldwork	Two weeks	January 29, 2016
Laboratory Results	Two weeks	February 12, 2016
BEA Substantial Completion	One week	February 19, 2016

4. Qualifications and Experience

Otwell Mawby, P.C. (Otwell Mawby) is a locally owned, owner-operated engineering consulting firm serving the environmental and civil engineering needs of its clients since 1986. Our mission is to exceed our clients' expectations with high quality, cost effective, and innovative service.

Our core services are Phase I and II Environmental Assessment and Remediation, Lead and Asbestos Assessment and Monitoring, Brownfield Redevelopment, Regulatory Compliance, Geotechnical/Soils Engineering Services and Municipal Consulting.

Otwell Mawby's primary target market is Northern Lower Michigan. We have worked in every northern Michigan County over the past 20 years and have served hundreds of clients with expert environmental services and advice, and gained unique and extensive knowledge of the people, places, geology, and the environment of Northern Michigan.

Environmental Assessment Experience

Completed in a conscientious and timely manner, Otwell Mawby provides owners, lessees, buyers, and lending institutions essential information to determine potential environmental liability.

Otwell Mawby has extensive experience in Phase I and II environmental assessments, with a focus on redevelopment. Our experience includes:

- Conducting Phase I ESAs on 40 central processing facilities, 517 existing oil and gas production sites and 12 saltwater disposal wells, as part of an acquisition of an oil and gas exploration company, all within two months.

- Conducting Phase I ESAs for the Saginaw Chippewa Indian Tribe of Michigan to place property in Trust in accordance with the U.S. Bureau of Indian Affairs requirements.
- Completing over 250 Phase I ESA's, 300 Phase II Environmental Investigations, and 70 Baseline Environmental Assessments (BEAs).
- Conducting Phase I and Phase II ESAs as the selected consultant by the City of Frankfort to implement one of the first EPA brownfield projects in Northern Michigan;
- Served as the environmental consultant for the City of Alpena, Cheboygan County/City of Cheboygan, Manistee County, an integrated County/EPA/City/MDEQ Brownfield assessment grant project in Mason County and Ludington, and Clare County to implement EPA Brownfield Assessment Grants, conducting a total of 76 Phase I ESAs; 50 Phase II ESAs, 22 BEAs and 7 Brownfield Plans;
- Served as the environmental consultant for the Little River Band of Ottawa Indians (LRBOI) for their EPA Tribal Response Program Grant
- Implementing over \$4 million in MDEQ Site Assessment and Brownfield Grant and Loan projects across Michigan.
- Working with 11 of the 22 Brownfield Redevelopment Authorities in northwestern Lower Michigan by either providing direct services or presenting Brownfield Plans and Work Plans for consideration; and
- Providing environmental and brownfield redevelopment services to a number private developers throughout Northern Michigan.

With our experience, expertise, location, and cost-effective value, Otwell Mawby is well suited to provide environmental site assessment services, and bring even more resources to project by accessing brownfield redevelopment and other incentives.

Names and Qualifications of Key Associates

The Otwell Mawby team of professionals has the extensive broad based experience and expertise with Environmental Site Assessments, Baseline Environmental Site Assessments, and Due Care Plans. The following staff will be assigned to the project.

Mac McClelland, Project Manager

Mac McClelland will serve as the Project Manager, with direct responsibility for all aspects of ESA, BEA and Due Care Plan. Mac will serve as the primary contact with the City, Authority, and Target Alpena representatives, and ensure all obligations, deliverables, and objectives of the contract are met. Mac is one of the leading Brownfield redevelopment specialists in Michigan. Mac is the Manager for Otwell Mawby's Brownfield Redevelopment Program, has prepared and facilitated over 40 Brownfield Plan, secured over \$70 million in incentives stimulating over \$700 million in private and public investment, and managed EPA and MDEQ Brownfield Grants for nine Michigan communities of over \$11 million, and and represented fifteen (15) Brownfield Redevelopment Authorities across Northern and Western Michigan.

Mac has a Masters Degree in Community Education and a Bachelors Degree in Environmental Science, providing the perfect blend of academic training for a community-based brownfield redevelopment program, combined with over 20 years of public sector experience, including 12 years in local government.

Roger Mawby, P.E.- Project Technical Advisor

Roger Mawby will serve as the Project Technical Advisor, with supervisory responsibility for ESA design and implementation. Roger is a licensed professional engineer with over 28 years of experience conducting environmental investigations in northern and western Michigan. Roger has served as the primary technical advisor/consultant to the Grand Traverse County Brownfield Redevelopment Authority (GTCBRA). His responsibilities have included the technical review and oversight of 14 brownfield

redevelopment projects in Grand Traverse County, including Brownfield Plan review, review of Phase I & Phase II Environmental Site Assessments (ESAs), Baseline Environmental Assessments (BEAs), Risk Assessments, Redevelopment and Re-Use Plans, and evaluation of eligible environmental activities for reimbursement through tax increment financing.

Mark Collison, CES (Certified Environmental Specialist)

Mark Collison has over 14 years of environmental consulting experience including: brownfield redevelopment, hydrogeologic investigation, statistical analysis, soils and groundwater investigation, regulatory compliance, underground storage tank investigation and reporting, water quality monitoring, and risk assessment. Mr. Collison has completed over 140 phase I ESAs, phase II investigations, due care analysis/plans and Baseline Environmental Assessments. Much of Mark's project work has been completed under EPA or State site assessment grant projects.

His recent project experience has been heavily weighted on brownfield redevelopment projects. This experience has included preparation and completion of brownfield Work Plans in accordance with regulatory guidelines (Brownfield Redevelopment Financing Act - Act 381), evaluation of exposures associated with proposed redevelopment or re-use plans on contaminated or brownfield sites, evaluation of remedial or mitigating alternatives to manage environmental concerns associated with brownfield sites, coordination with local brownfield redevelopment authorities and regulatory agencies, development and implementation of field and laboratory investigation Work Plans, evaluation of data including statistical analysis, development of exposure scenarios and risk assessment, development and oversight of quality control/quality assurance plans, clear and concise communication with the client, research and evaluation of remedial or mitigation alternatives, and project documentation inclusive of report preparation and client/regulatory agency reporting.

James Jackson, Environmental Specialist

James Jackson has diverse experience in the execution of Environmental Transaction Screens, Phase I Environmental Site Assessments (ESAs), Phase II ESAs, Baseline Environmental Assessments (BEAs), and asbestos inspections. Mr. Jackson has extensive field experience involving site assessment and the collection of soil, groundwater, and free-product samples. He has directed field investigations and has been responsible for preparing data for report presentation.

James has managed major asbestos abatement, lead and mold remediation projects, prepared Pollution Incident Prevention Plans, and conducted air permitting compliance activities and indoor air quality evaluations for major Michigan universities and private clients. James also has working in water well evaluation and tire recycling programs.

Mr. Jackson has training and experience in all phases of soil and groundwater sampling in conformance with State and Federal guidelines and sampling protocols. His qualifications include low-flow groundwater sampling (Barcelona Method), monitoring well installation standard with current industry practice, soil sampling utilizing methanol preservation techniques as described in EPA Method 5035, dissolved metals sample acquisition, and hydrogeologic and geotechnical soil logging techniques. Mr. Jackson's experience includes development and implementation of appropriate equipment decontamination procedures, as well as implementation of quality control/quality assurance plans and programs. Mr. Jackson's experience includes appropriate sample documentation procedures, including chain of custody documentation, specified transport procedures, and preservation protocols.

Prior to joining Otwell Mawby, James was a Project Scientist with a southern Michigan environmental consulting firm and a Technician with the Central Michigan District Health Department. James is completing his Bachelor's Degree in Environmental Science at Central Michigan University.

Contacts

OTWELL MAWBY, P.C.
309 East Front Street
Traverse City, MI 49684

PH: 231.946.5200
FAX: 231.946.5216
EMAIL: admin@otwellmawby.com

www.otwellmawby.com

Contact Person:

Mac McClelland, Manager – Brownfield Redevelopment

CELL: 231.633.6303

mac@otwellmawby.com

Roger Mawby, President

CELL: 231.631.1260

rmawby@otwellmawby.com

Mark Collison

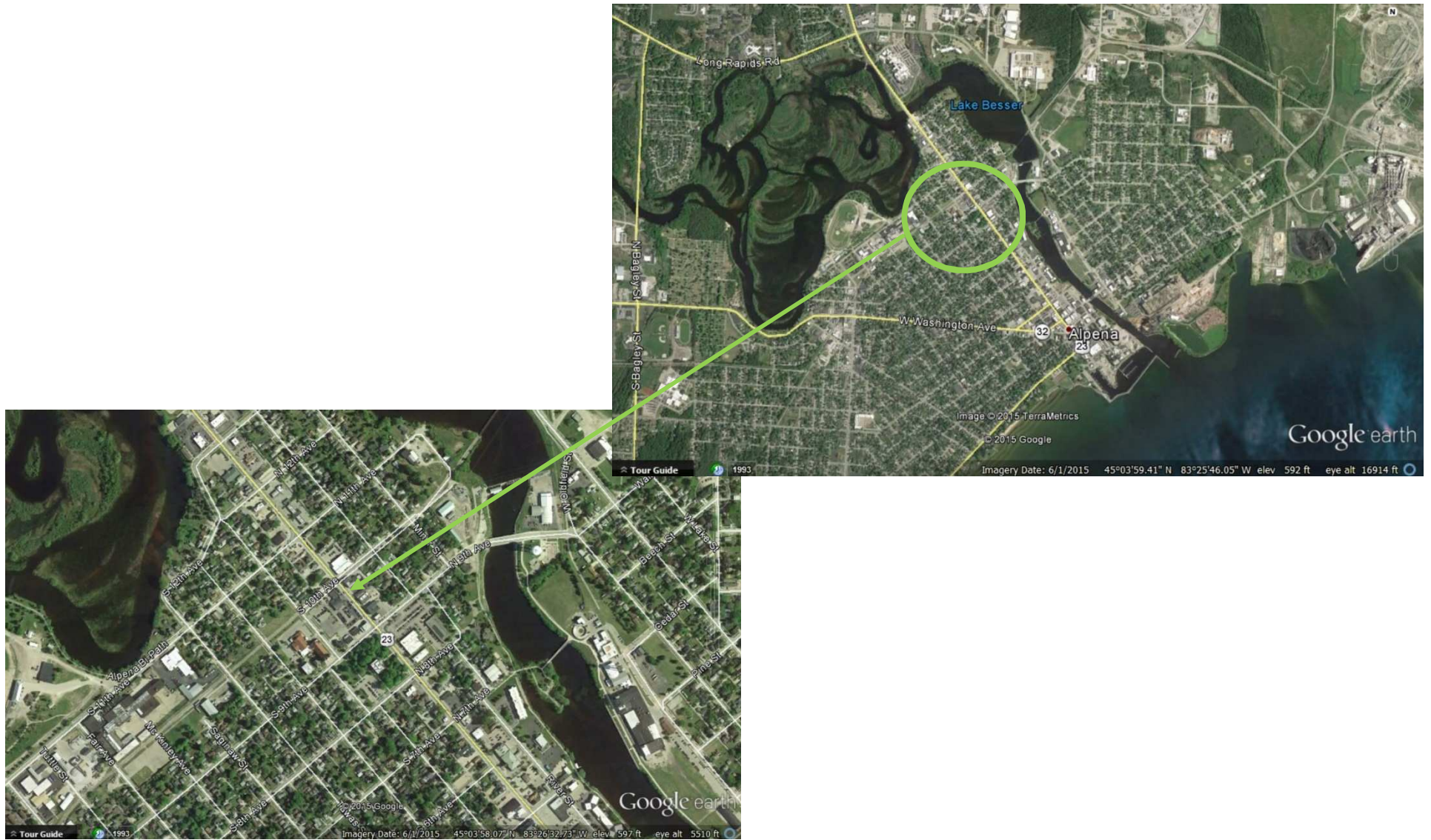
CELL: 989.245.2240

mcollison@otwellmawby.com

James Jackson

CELL: 989.506.0981

jjackson@otwellmawby.com



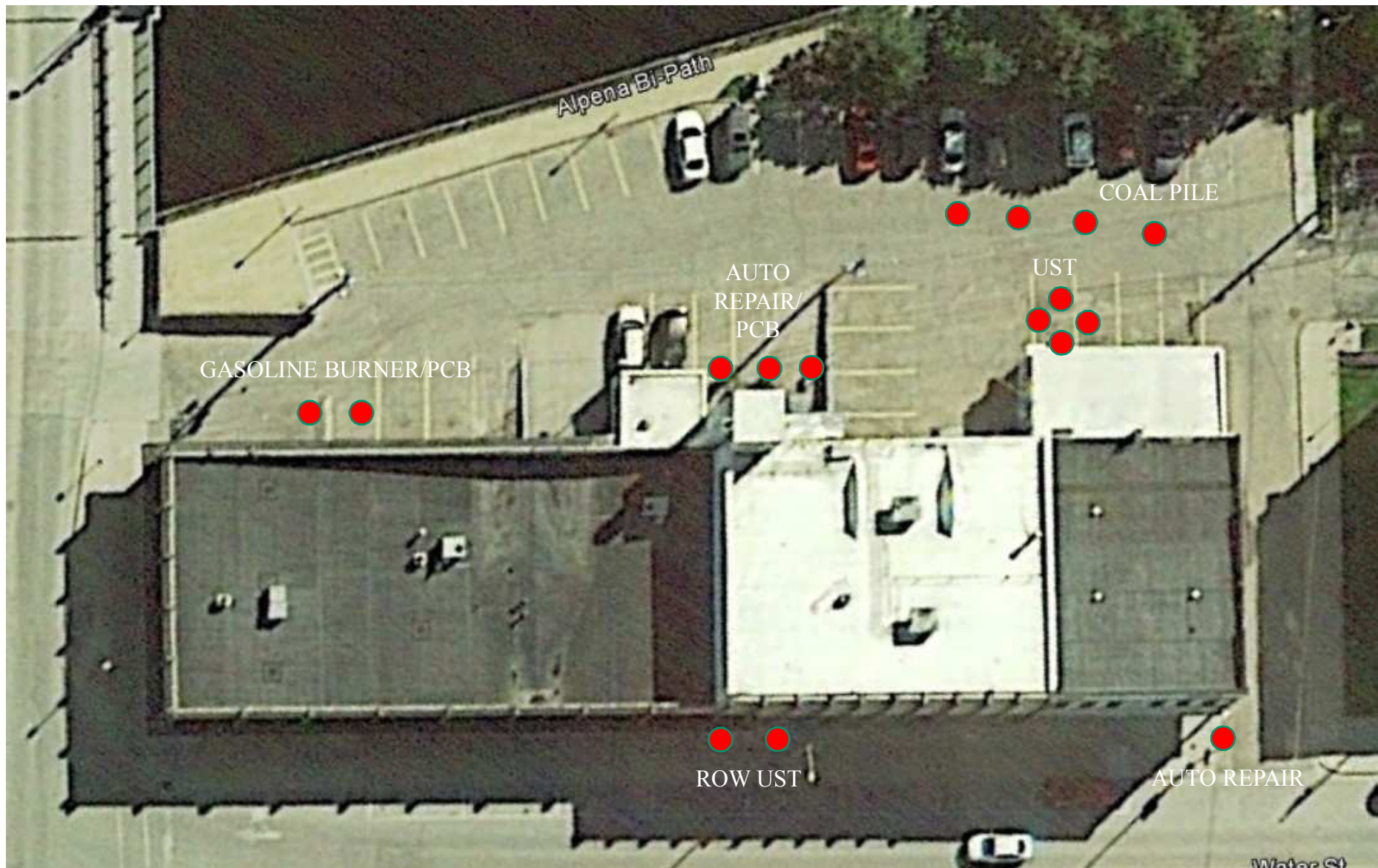
Thunder Bay Expansion Brownfield Plan

Figure 1: Eligible Property Site Location Map



Alpena Authority for Brownfield Redevelopment

**Date:
October 2015**



**Former Alpena Power Company
Phase II Environmental Site Assessment**

Figure 1: Sample Location Map



Otwell Mawby, P.C.

**Date:
January 2016**

Mailing Address:
P.O. Box 2160
Brighton, MI 48116-2160800 395-ASTI
Fax: 810.225.3800www.asti-env.com**Sent Via Email Only**

January 8, 2016

Mr. Adam Poll
City of Alpena
208 North First Street
Alpena, Michigan 49707

RE: Phase II Environmental Assessment, Baseline Environmental Assessment and Due Plan Proposal for 310 North Second Avenue, Alpena, Michigan (ASTI Proposal No. RCA010616-1)

Dear Mr. Poll:

Thank you for your interest in the environmental services offered by ASTI Environmental (ASTI). Per our conversation, and the materials you provided yesterday, this letter is a cost quotation to conduct a soils investigation to assess identified site conditions. It is our understanding that the site was previously used for commercial office the Alpena Power Company and others. The Property is currently vacant and the City of Alpena intends to acquire it from the Alpena Power Company. Accordingly, the City of Alpena retained ASTI in 2015 to conduct a Phase I Environmental Site Assessment (ESA). During completion of the Phase I ESA ASTI identified the following recognized environmental conditions (RECs) which required further evaluation:

1. The potential presence of a UST (fill and vent pipe) was identified on the south portion of the Property. The fill and vent pipe identified were located on the east side of the garage. Based on the presence of an interior manhole within the garage the UST may be beneath the current garage floor. Attempts to access the manhole in the garage were unsuccessful. Additional activities are necessary to identify the location and site conditions in the area of the potential UST;
2. The historical presence of a UST approximately 400 feet northwest of the Property in the Carter Street ROW represents a REC and further information is needed to address its potential to impact on the Property;
3. The potential on-site storage of PCBs including receipt of a citation requires further evaluation;

4. The presence of an auto repair facility (Fred Schieffler Garage), located at 111 Water Street, was identified during review of city directories and in the 1924 Sanborn map. The auto repair facility occupied the tenant space from approximate 1916 through 1935.
5. The presence of a gasoline tank was identified during review of the 1924 Sanborn Map and was located immediately southwest of 115 Water Street. The tenant space was identified as an auto repair facility and appeared to be connected with 111 Water Street (Fred Schieffler Garage).
6. The presence of two auto repair facilities located west of the Property at 116 Water Street (1924) and 124 -128 Water Street (1910), were identified during review of city directories and Sanborn maps.
7. The presence of a coal storage and distribution operation (Alpena Coal Company) near the southeast corner of the Property. Review of the 1924 Sanborn map reveals the presence of a 20-foot pile of coal. The rear portion of the Property appears to have been unpaved, thus runoff from the coal storage activities could have transported coal related contaminants (metals, semi-volatiles, etc.) onto the Property. Coal storage occurred in this off-site area adjoining the Property during the early 1900s.
8. The presence of a large gasoline burner on-site at 105 Water Street. The source, storage and waste management activities of this use are unknown; accordingly, the potential for soil and groundwater impacts in this area of the property are unknown. The gasoline use was identified during review of the Sanborn maps.

The objective of this investigation is to identify if impacts have occurred from historic site activities that have been identified as recognized environmental conditions. Upon completion of the Phase II testing activities, ASTI will evaluate the chemical test results to determine if the Property is a “facility” and a Baseline Environmental Assessment needs to be conducted by the City of Alpena prior to acquisition of the Property. The Baseline Environmental Assessment (BEA) is intended for sites with impacts above acceptable cleanup criteria and is completed to address known contamination.

In the event that impacts are identified at the subject property, ASTI has provided a separate cost for completion of a BEA and Due Care Plan. Purchasers of a “facility” must complete a BEA, and must submit that BEA to the Michigan Department of Environmental Quality (MDEQ). The BEA is required to be completed within 45 days of purchase or occupancy, and must submitted to the MDEQ within six months of completion.



Scope of Services

The following scope of work has been developed to address the RECs described above and will consist of two components: a geophysical survey and a soil and groundwater sampling, as described below.

Geophysical Survey

ASTI will coordinate the completion of magnetic survey on in the southeast portion of the site where the UST piping and manhole was observed. As indicated below, the magnetic survey will be completed to assess the southeastern portion of the site for the

presence of a UST. Following completion of the survey, ASTI will coordinate the completion of one soil boring to determine if the historical use of UST or former UST has impacted the subsurface.

Soil and Groundwater Investigation

ASTI will complete seven soil borings around the subject property. Borings will be completed to determine subsurface lithology and to allow for the collection of discrete soil and groundwater samples for analysis. All borings will be advanced to a maximum depth of 15 feet below grade.

Samples will be selected from the borings for analysis. A total of seven samples will be analyzed for the following compounds. Soil sampling and analysis will be conducted according to USEPA and MDEQ guidelines. All samples collected from each of the borings will be visually inspected and scanned with a photoionization detector (e.g. PID).

Sample Analysis - Soils

- Volatile organic compounds (VOC);
- Polynuclear aromatic hydrocarbons (PNA); and
- Metals

If groundwater is encountered in the borings, ASTI will collect a maximum of three groundwater samples. Samples will be collected using low flow sampling methods following proper development of the temporary wells. All samples will be analyzed for the following compounds. Sampling and analysis will be conducted according to USEPA and MDEQ guidelines.

Sample Analysis - Groundwater

- VOCs;
- PNA; and
- Metals

Report

At the completion of the assessment, one electronic copy of the final report will be provided. The report will include an outline of the work completed during the investigation, a discussion of the items identified during the investigation, the results of the investigation, and appended copies of all supporting materials.

If you require a paper copy of the report, this must be identified before delivery of the report. After that time, additional paper copies of the report can be provided at a cost of \$80 per copy. Meetings or additional copies of the report are not included in the project costs below, but can be provided on request.

The results of this assessment and any material provided by you will be kept confidential and will not be provided to third parties without your prior written authorization.

Schedule

The investigation can be scheduled within five working days of authorization to proceed. Laboratory analysis will require one week. The final report will be provided four to five weeks after authorization to proceed. Expedited analysis can be provided at additional cost.

Required Materials

In order to initiate the project, we require authorization in the spaces provided at the end of this proposal. We will schedule this project upon receipt of a signed copy of this proposal or a purchase order referencing this proposal.

In order to begin site review activities for this project we require a site plan or mortgage survey, a legal description, the applicable Sidwell No., the name of the current property owner, and a signed access agreement.

Fee

Our fees for conducting the Phase II Investigation discussed in this proposal are provided below. Fees are based on the tasks, deliverables and assumptions described in this proposal, and any changes in the tasks, deliverables or assumptions may result in changes to project costs. The fees are estimates and will be invoiced on a time and materials basis for actual work performed. Any additional work outside the above scope of services will be performed at our standard fees; however, any additional work will not be performed without your prior authorization. This proposal is subject to the terms and conditions contained in Attachment A, which is made part of this agreement.

Service**Estimated Fees –
Cost Not to Exceed**

Phase II Investigation and Report

\$ 8,500

Options Services

Baseline Environmental Assessment

\$2,500

Due Care Plan

\$1,500

\$12,500

Thank you again for your interest in ASTI. If you have any questions or comments, please do not hesitate to call me at **800.395.ASTI**. We greatly appreciate the opportunity to work with you on this project.

Sincerely yours,

ASTI ENVIRONMENTAL

Client Authorization

ASTI Proposal No. RCA010616-1



Robert Anderson, PG, EP
Director - Site Redevelopment
Services

Signature

Print Name

Print Title

Date

For: **City of Alpena**

- | | |
|--|-------------------------------|
| <input type="checkbox"/> C Corporation | <input type="checkbox"/> PLLC |
| <input type="checkbox"/> S Corporation | <input type="checkbox"/> LLC |
| <input type="checkbox"/> LDHA | <input type="checkbox"/> LP |
| <input type="checkbox"/> Other: | |

Federal ID Number_____

Phone Number_____

Email_____

Attachment A Terms and Conditions

ASTI Environmental (CONSULTANT) shall perform for City of Alpena (CLIENT) the services described in the proposal titled Phase II Environmental Assessment, Baseline Environmental Assessment and Due Care Plan Proposal, and dated January 8, 2016 by CONSULTANT (PROPOSAL) which is made a part of this agreement (ASTI Proposal No. RCA010616-1). Such services shall be performed during the period mutually agreed upon by CLIENT and the CONSULTANT, and as described in the PROPOSAL.

The services will be performed on behalf of and solely for CLIENT'S exclusive use and not for others. The services performed by CONSULTANT shall be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the consulting profession in the same locale and acting under similar circumstances and conditions. Except as set forth herein, CONSULTANT makes no other representation, guarantee, or warranty, expressed or implied, in fact or by law, whether of merchantability, fitness for any particular purpose or otherwise, concerning any of the services which may be furnished by CONSULTANT to CLIENT.

Reports, maps, data, or any pertinent information or documents prepared or assembled by CONSULTANT under this Agreement are confidential, and CONSULTANT agrees that they shall not be made available to any individual or organization without prior written approval of CLIENT. CONSULTANT retains the right to destroy all historic project materials according to the time frames established by CONSULTANT in its document destruction policy.

The CLIENT shall grant or obtain a right of entry for CONSULTANT, its agents, staff, consultants, and contractors or subcontractors, for the purpose of performing and with the right to perform all acts, studies, evaluations, pursuant to the agreed services. CONSULTANT personnel will not access those portions of the subject property or adjacent properties where prearranged access has not been granted, or where personnel health and safety issues preclude entry.

CLIENT will provide CONSULTANT all information regarding the subject property that is known to or reasonably ascertainable by CLIENT, which may be necessary for completion of the services to be performed by CONSULTANT. Such information includes all records of any environmental assessment activities undertaken previously at the subject property. If, during the performance of these services, information within the description of the requested information referenced in the attached PROPOSAL becomes available to the CLIENT, the CLIENT shall provide prompt, full and complete disclosure to CONSULTANT of such new information if it could affect CONSULTANT's performance of its services or could pose potential hazardous conditions or risk to the health or safety of CONSULTANT's employees, agents, and subcontractors.

CONSULTANT COMPENSATION

Unless otherwise indicated the PROPOSAL, billings will be based on actual accrued time, reimbursables, and expenses incurred and will include additional costs for all applicable sales and use taxes. Unless otherwise indicated in the PROPOSAL, progress billings will be provided to the CLIENT at least monthly. For performance of the services described in the PROPOSAL, CLIENT shall pay to CONSULTANT according to the fees provided for in the PROPOSAL, payable upon receipt of invoice. CONSULTANT reserves the right to increase the unit rates included in this Agreement on the anniversary(s) of the effective date of this agreement.

Unless otherwise indicated in the PROPOSAL, the following credit terms will apply to the CLIENT: all invoices are net 30 days. An additional 1.5% monthly service charge will be applied to all delinquent accounts. In the event CONSULTANT is required to pursue collection of any amount due from CLIENT in connection with the scope of services contained in this letter, then CLIENT agrees to payment of all reasonable costs and attorney fees incurred in such collection efforts. CLIENT agrees Washtenaw County, Michigan will be proper venue for collection action.

Unless otherwise stated in the PROPOSAL, notice of cancellation of these services must be provided to CONSULTANT within 5 business days, and upon cancellation CLIENT will be charged 10 percent of PROPOSAL amount or at our standard fees for actual time, reimbursables and expenses incurred, whichever is greater. The PROPOSAL will remain in effect for a period of 30 days.

SITE ACTIVITIES

CONSULTANT will take reasonable precautions to minimize damage to the site due to the performance of its operations, but it shall be understood by CLIENT that in the normal course of performing these operations some damage may occur. CLIENT accepts the fact this is inherent to our work and will not hold CONSULTANT liable or responsible for any such effect, damage or alteration. Except as provided in the PROPOSAL, the costs of restoration for any damage resulting from CONSULTANT's operations are not included in the fees for the attached proposal. Upon request, and at CLIENT's sole cost and expense, CONSULTANT will provide additional services to restore the site to conditions reasonably similar to those existing prior to CONSULTANT's operations.

Unless otherwise indicated in the PROPOSAL, all site work is expected to be performed under Level D health and safety conditions. If the work is upgraded to Level C or higher, all pricing will be re-negotiated.

DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS OR CONDITIONS

CONSULTANT and the CLIENT agree that the discovery of unanticipated hazardous materials or conditions may make it necessary for CONSULTANT to take immediate measures to protect the health and safety of its employees, agents or subcontractors. CLIENT agrees to pay the reasonable costs of such protective measures as well as any equipment decontamination or other costs incident to the discovery of unanticipated hazardous materials or conditions. CONSULTANT will notify CLIENT of such discovery as soon as practically possible.

LIMITATION OF LIABILITY

Except for circumstances caused by the willful misconduct of CONSULTANT, any and all liability or claim for damages asserted against CONSULTANT by CLIENT, whether based upon contract, tort, breach of warranty, professional negligence, or otherwise, including claims against CONSULTANT's directors, officers, shareholders, employees, and agents, is limited to 50% of CONSULTANT's available insurance coverage, not to exceed \$1,000,000. CONSULTANT is not responsible for any special, incidental, indirect, or consequential damages (including lost profits) incurred by CLIENT as a result of CONSULTANT's performance or nonperformance of services. Any claim shall be deemed waived unless made by CLIENT in writing and received by CONSULTANT within one (1) year after completion of the services with respect to which the claim is made.

CLIENT shall indemnify CONSULTANT from and against claims associated with or arising out of hazardous substances or other environmental conditions at the subject property, except to the extent of any release of a hazardous substance caused by CONSULTANT at the subject property.

COMPLIANCE WITH LAWS

CONSULTANT shall observe and abide by all applicable laws, ordinances, and regulations of federal, state and local governments, and any subdivision thereof, and the rules and regulations of any lawful regulatory body acting thereunder in connection with the service performed hereunder.

CLIENT represents that CLIENT possesses all necessary permits and licenses required for the continuation of CONSULTANT's activities at the site.

Poll, Adam

From: Richard Brege <easllc@live.com>
Sent: Friday, January 08, 2016 2:14 PM
To: Poll, Adam
Subject: Former APC Site Phase II RFP

Dear Mr. Poll;

As we discussed, I regrettably have to decline the opportunity to provide a proposal for a Phase II, BEA and Due Care Plan for the above referenced site. We greatly appreciate the opportunity to provide a proposal for these services, however because of a recent unexpected circumstance I cannot meet the necessary deadline of 45 days to complete the project.

We wish the City success on this development and look forward to working with you in the future. Please feel free to contact me with any questions.

Best Regards

Richard Brege PG
Senior Project Manager

Environmental & Asbestos Services, Inc.
P.O. Box 6
Alpena, Michigan 49707
telephone 989-356-8764

***CONFIDENTIALITY NOTICE:** The documents contained in this email transmission contain information considered to be confidential and belongs to the sender. This information is legally privileged and is intended only for the use of the individual or entity named above. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or taking of any action in reliance on the contents of this information is strictly prohibited. If you are not the intended recipient and have received this email in error, please notify us immediately by telephone and delete the email from your files.*

--

This message has been scanned for viruses and dangerous content by MailScanner, and is believed to be clean.



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

Planning & Development

December 14, 2015

Request for Proposal

The City of Alpena is seeking proposals for environmental reports and surveys for a building located at 310 N Second Ave and the attached building at 123 Water Street in the City of Alpena.

Interested firms should prepare a bid for the following work:

1. Phase 2 Environmental Site Assessment based on the included Phase 1 ESA for the site.
2. Baseline Environmental Assessment
3. Due Care Plan

RFP's are due **January 8, 2016 by 3:00 p.m.** This project will be funded by the Brownfield Redevelopment Authority, and work cannot commence until approved by both the Brownfield Redevelopment Authority and City Council. All approvals are anticipated to be complete by the first week of February.

Proposals will be evaluated by the qualifications of the firm, overall cost of the proposal and projected timeframe of completion of work. Final costs should be displayed as "Costs not to exceed \$XXXX". Work should be bid and completed based on industry standards, acceptable to the State of Michigan.

To schedule a pre-bid meeting or for questions or additional information, please call Adam Poll Planning and Development Director at 989-354-1771.





Pacific Southwest, Region 9

Serving: Arizona, California, Hawaii, Nevada, Pacific Islands, Tribal Nations

PCBs Questions & Answers

On this page:

- [What are Polychlorinated Biphenyls \(PCBs\)?](#)
- [What is a PCB Transformer?](#)
- [Do you own a PCB Transformer?](#)
- [How might I be exposed to PCBs?](#)
- [Can PCBs affect my health?](#)
- [What steps are being taken to address PCBs globally?](#)
- [Do PCBs pose a potential hazard on the ships anchored in Region 9?](#)

What are Polychlorinated Biphenyls?

Polychlorinated biphenyls (PCBs) are synthetic chemicals which are no longer produced in the United States, but are still found in the environment. PCBs have been used as coolants and lubricants in transformers, capacitors, and other electrical equipment because they don't burn easily and are good insulators. The manufacture of PCBs was stopped in the U.S. in 1977 because of evidence they build up in the environment and can cause harmful health effects. Products made before 1977 that may contain PCBs include old fluorescent lighting fixtures and electrical devices containing PCB capacitors and hydraulic oils.

The manufacture of PCBs was stopped in the U.S. in 1977 because of evidence they build up in the environment and can cause harmful health effects.

What is a PCB transformer?

Polychlorinated biphenyls (PCBs) were used in electrical transformers manufactured between 1929 and 1977, with the majority being installed in residential and commercial buildings and industrial facilities prior to 1978. A "PCB transformer" is a transformer that is known, or assumed under TSCA, to contain PCBs at concentrations greater than 500 parts per million (ppm). "PCB-Contaminated Transformers" known, or assumed under TSCA, to contain between 50 and 499 ppm PCBs are also subject to EPA regulations.



Do you own a PCB Transformer?

Generally, a transformer will have a nameplate attached to the unit indicating the name of the dielectric fluid, the approximate weight in pounds, and the amount of fluid, usually in gallons. In accordance with the Toxic Substance Control Act (40 C.F.R. § 761.40 (a)), proper PCB identification labels must be visible near the access to the transformers and also on the transformer itself.

Since PCBs were marketed under different names, the nameplate on a PCB Transformer may not carry the specific term "PCBs". Trade names for PCBs could include:

- Abestol, Aroclor, Askarel, Chlophen
- Chlorextol, DK, EEC-18, Fenclor
- Inerteen, Kennechlor, No-Flamol, Phenoclor
- Pyralene, Pyranol, Saf-T-Kuhl, Solvol
- Non-Flammable Liquid



Photo credit: John Wallace (UW, Environmental Health & Safety [EXITEPA](#))

If the nameplate says "PCBs" or any of the names on the above list, then the transformer most likely contains PCBs. If the transformer's nameplate does not have any of the above labels, or if the label is missing or illegible, the utility company may be able to tell if the transformer contains PCBs. Otherwise the only way to be certain is to test the electrical fluid.



How might I be exposed to PCBs?

Fluorescent lighting fixtures, electrical devices and appliances manufactured 30 or more years ago may leak small amounts of PCBs and be sources of skin exposure. During normal operation of this equipment, the PCBs are entirely enclosed. When the equipment wears out, however, it can burn or break and leak PCBs. Although exposure no longer occurs as a result of the manufacture of PCB-containing products, it can still occur during the maintenance or repair of equipment that contains PCBs or as a result of accidents involving such equipment.

Though not a significant concern in Region 9, consuming contaminated food could be an additional source of exposure. The main dietary sources of PCBs are fish (especially sportfish caught in contaminated lakes or rivers), meat, and dairy products. The California Office of Health Hazard Assessment provides [FAQs about PCBs in sports fish \(PDF\)](#) (3 pp, 25K).

EXIT Disclaimer

Can PCBs affect my health?

PCBs have been shown to cause a variety of adverse health effects and are associated with acne-like skin conditions in adults and neurobehavioral and immunological changes in children. The EPA has also classified all PCBs as probable human carcinogens.

Workers exposed to high levels of PCBs on the job have documented skin and eye irritation. To protect workers against the health effects of exposure to hazardous substances (including PCBs), the Occupational Health and Safety Administration (OSHA) sets permissible exposure limits (PELs). PELs are regulatory limits on the amount or concentration of a substance in the air

What steps are being taken to address PCBs globally?

The Stockholm Convention [\[EXITEPA\]](#) is a global treaty to protect human health and the environment from Persistent Organic Pollutants (POPs), including PCBs. POPs are chemicals that remain intact in the environment for long periods, become widely distributed geographically, accumulate in the fatty tissue of living organisms and are toxic to humans and wildlife.

Do PCBs pose a potential hazard on the former Naval ships anchored in Region 9?

Out-of-service ships within Region 9 can contain PCBs and PCB-contaminated material. For vessels deployed before the 1979 PCB ban, PCBs may be found in both the solid (waxy) and liquid (oily) forms in equipment and materials onboard ships. The equipment that may contain PCBs in concentrations of greater than or equal to 50 ppm include: cable insulation, rubber and felt gaskets, electronic equipment, caulking, oil-based paint etc.

Some of these ships are considered for dismantling or use as artificial reefs. Ships containing PCBs and PCB contaminated materials, however, require regulatory guidance and cleanup before dismantling or use as an artificial reef.

PCBs and Public Health Resources

The Agency for Toxic Substances and Disease Registry (ATSDR)

- The ATSDR toxicological profile for PCBs [\[EXITEPA\]](#) characterizes the toxicity and adverse health effect information for PCBs.
- ATSDR public health statement for PCBs [\[EXITEPA\]](#)
- ATSDR has also released "Public Health Implications of Exposure to PCBs," [\[EXITEPA\]](#) documenting health consequences of PCB exposure.

[Fish Advisories for PCBs](#)

PCBs & Ships Additional Resources

- A Guide for Ship Scrappers: Tips for Regulatory Compliance (PDF) (261 pp, 1.2MB)
- Best Management Practices for Preparing Vessels Intended to Create Artificial Reefs (PDF) (77 pp, 1.8MB)
- The United Nations Environment Programme (UNEP) news article on the consequences of ship dismantling: "[Ship Dismantling](#)"

January 13, 2016

Page 2

commission may also set the expense allowance or reimbursement paid to elected officials in addition to salary as long as it was for expenses incurred in the course of city business and accounted for to the city.

The City of Alpena adopted under its Municipal Code in Chapter 2, Article III, Division 3 – Section 2-96 The Local Officers' Compensation Committee, pursuant to MCL 117.5c. Therefore, the charter provisions regarding salaries no longer apply after the City adopted its own local ordinance. Further MCL 117.5c(f) provided that "the governing body shall implement this section by resolution. After 1 year following the date the ordinance goes into effect the procedure for establishing the compensation of elected officials may be changed by charter amendment or revision." The City has adopted no such additional amendments or revisions therefore, the Local Officers' Compensation Committee sets the salary for the Mayor and City Council members. Further, MCL117.5c(b) and Section 2-97 of the City Code allow for any expense allowance or reimbursement to be paid to elected officials in addition to salary as long as those expenses are incurred in the course of city business and accounted for to the city. Obviously, the annual Board of Review meetings that are required to be held are for duties incurred in the course of city business. It is my position that the previous procedure whereby Board of Review meetings were paid consistent with other committee meetings was appropriate. Therefore, the compensation of the Mayor or any City Council member who attends a meeting on behalf of the Board of Review is not limited to \$5.00 as stated in the City Charter.

laa

City of Alpena
Compensation Committee
December 10, 2015
Minutes

- I. Call to Order. The meeting was called to order by Chairperson Gallagher at 9:10 am.
- II. Roll Call. Present: Joanne Gallagher, Jay Hammond, Al Moe, Dennis Schultz. Absent: Mike Ferguson
- III. Old Business
 - A. We reviewed and discussed the meeting summary as a follow up to our proposal in 2013 that meetings not be compensated individually (other than the Board of Review), and the increase in base wage to offset that. We noted that not all council members are attending meetings, and would encourage all members to participate equally in representing the city in meetings. We also questioned some of the meetings listed, as we would consider them a part of the regular council duties (re: any visioning sessions, workshops, etc). We did not have recommendations for change and will review the data in another 2 years to see how it's going.
- IV. New Business
 - A. Review historical data. The committee discussed historical wage and meeting compensation data at length.
- V. Action Items
 - A. Mayor and Council wage 2016/2017. A motion was made by Dennis Schultz, seconded by Al Moe, that the following compensation be given to the Mayor and Council:
 - 2016: No change in base wage. Increase Board of Review payment to \$10 for meetings less than 1 hour if allowed by City Charter. Board of Review meetings should be paid on the following schedule based on time in attendance:
 - a) **Attendance less than 1 hour: \$10**
 - b) Attendance in excess of 1 hour, but less than 3 hours: \$30
 - c) Attendance in excess of 3 hours, but less than 6 hours: \$60
 - d) Attendance in excess of 6 hours: \$90
 - 2017:
 - a) Increase Mayor and Council pay by \$500, so base pay for Mayor would be \$7,000 and base pay for council would be \$5,000.

City of Alpena
Compensation Committee
December 10, 2015
Minutes

Motion approved unanimously.

B. Other.

- The committee respectfully requests that, while no longer compensated, the meeting attendance of the Mayor and each council member continue to be tracked for the next two years, and such information be provided to the committee and their next meeting in 2017.
- Joanne Gallagher was reelected Chairperson, and Dennis Schultz was elected Secretary.

VI. Adjournment. The meeting was adjourned at 9:30 am

Respectfully submitted

Joanne Gallagher
Committee Chair

HISTORY OF CITY COUNCIL ANNUAL EARNINGS

2015

Earnings up to November 30, 2015

NAME	POSITION	TOTAL ANNUAL EARNINGS (Base)	TOTAL ANNUAL EARNINGS (Including Mtgs.)
MATT WALIGORA	MAYOR	\$6,000.00	\$6,000.00
SHAWN SEXTON	COUNCILMAN	\$4,153.92	\$4,153.92
SUSAN NIELSEN	COUNCILWOMAN	\$4,153.92	\$4,373.92
CINDY JOHNSON	COUNCILWOMAN	\$4,153.92	\$4,338.92
MICHAEL NOWAK	COUNCILMAN	\$4,153.92	\$4,573.92

2014

NAME	POSITION	TOTAL ANNUAL EARNINGS (Base)	TOTAL ANNUAL EARNINGS (Including Mtgs.)
MATT WALIGORA	MAYOR	\$6,000.02	\$6,150.02
SHAWN SEXTON	COUNCILMAN	\$4,000.10	\$4,090.10
SUSAN NIELSEN	COUNCILWOMAN	\$4,000.10	\$4,275.10
CINDY JOHNSON	COUNCILWOMAN	\$4,000.10	\$4,160.10
MICHAEL NOWAK	COUNCILMAN	\$4,000.10	\$4,360.10

2013

NAME	POSITION	TOTAL ANNUAL EARNINGS (Base)	TOTAL ANNUAL EARNINGS (Including Mtgs.)
MATT WALIGORA	MAYOR	\$2,532.66	\$2,832.66
SAM EILER	COUNCILMAN	\$1,753.44	\$2,413.44
SHAWN SEXTON	COUNCILMAN	\$1,753.44	\$2,653.44
SUSAN NIELSEN	COUNCILWOMAN	\$1,753.44	\$2,583.44
MICHAEL NOWAK	COUNCILMAN	\$1,483.68	\$2,043.68
MICHAEL POLLUCH	COUNCILMAN	\$269.76	\$419.76

HISTORY OF CITY COUNCIL ANNUAL EARNINGS

2012

NAME	POSITION	TOTAL ANNUAL EARNINGS (Base)	TOTAL ANNUAL EARNINGS (Including Mtgs.)
MATT WALIGORA	MAYOR	\$3,798.99	\$4,308.99
SAM EILER	COUNCILMAN	\$2,630.16	\$3,000.16
DAVID KARSCHNICK	COUNCILMAN	\$2,427.84	\$3,997.84
MICHAEL NUNNELEY	COUNCILMAN	\$2,427.84	\$2,947.84
SHAWN SEXTON	COUNCILMAN	\$2,630.16	\$3,290.16
SUSAN NIELSEN	COUNCILWOMAN	\$134.88	\$134.88
MIKE POLLUCH	COUNCILMAN	\$134.88	\$134.88

2011

NAME	POSITION	TOTAL ANNUAL EARNINGS (Base)	TOTAL ANNUAL EARNINGS (Including Mtgs.)
CAROL SHAFTO	MAYOR	\$5,065.32	\$7,935.32
SAM EILER	COUNCILMAN	\$3,506.88	\$3,796.88
DAVID KARSCHNICK	COUNCILMAN	\$3,506.88	\$5,096.88
MICHAEL NUNNELEY	COUNCILMAN	\$3,506.88	\$3,826.88
SHAWN SEXTON	COUNCILMAN	\$3,506.88	\$5,816.88

2010

NAME	POSITION	TOTAL ANNUAL EARNINGS (Base)	TOTAL ANNUAL EARNINGS (Including Mtgs.)
CAROL SHAFTO	MAYOR	\$5,065.32	\$8,315.32
SAM EILER	COUNCILMAN	\$3,506.88	\$4,156.88
DAVID KARSCHNICK	COUNCILMAN	\$3,506.88	\$5,176.88
MICHAEL NUNNELEY	COUNCILMAN	\$3,506.88	\$3,626.88
SHAWN SEXTON	COUNCILMAN	\$3,506.88	\$5,266.88

HISTORY OF CITY COUNCIL ANNUAL EARNINGS

2009

NAME	POSITION	TOTAL ANNUAL EARNINGS (Base)	TOTAL ANNUAL EARNINGS (Including Mtgs.)
CAROL SHAFTO	MAYOR	\$5,357.23	\$7,957.23
SAM EILER	COUNCILMAN	\$3,708.78	\$4,478.78
DAVID KARSCHNICK	COUNCILMAN	\$3,708.78	\$4,908.78
MICHAEL NUNNELEY	COUNCILMAN	\$3,708.78	\$4,208.78
SHAWN SEXTON	COUNCILMAN	\$3,708.78	\$5,538.78

2008

NAME	POSITION	TOTAL ANNUAL EARNINGS (Base)	TOTAL ANNUAL EARNINGS (Including Mtgs.)
CAROL SHAFTO	MAYOR	\$5,545.02	\$9,035.02
SAM EILER	COUNCILMAN	\$3,838.90	\$4,558.90
DAVID KARSCHNICK	COUNCILMAN	\$3,838.90	\$4,988.90
MICHAEL NUNNELEY	COUNCILMAN	\$3,838.90	\$4,088.90
SHAWN SEXTON	COUNCILMAN	\$3,543.60	\$4,933.60

2007

NAME	POSITION	TOTAL ANNUAL EARNINGS (Base)	TOTAL ANNUAL EARNINGS (Including Mtgs.)
JOHN GILMET	MAYOR	\$5,463.12	\$6,163.12
DAVID KARSCHNICK	COUNCILMAN	\$3,782.22	\$5,252.22
CAROL SHAFTO	COUNCILWOMAN	\$3,782.22	\$6,502.22
MICHAEL POLLUCH	COUNCILMAN	\$3,782.22	\$4,332.22
SAM EILER	COUNCILMAN	\$3,782.22	\$4,902.22

HISTORY OF CITY COUNCIL ANNUAL EARNINGS

2006

NAME	POSITION	TOTAL ANNUAL EARNINGS (Base)	TOTAL ANNUAL EARNINGS (Including Mtgs.)
JOHN GILMET	MAYOR	\$5,304.00	\$7,594.00
DAVID KARSCHNICK	COUNCILMAN	\$3,672.00	\$6,012.00
CAROL SHAFTO	COUNCILWOMAN	\$3,672.00	\$5,462.00
MICHAEL POLLUCH	COUNCILMAN	\$3,672.00	\$4,262.00
SAM EILER	COUNCILMAN	\$3,672.00	\$4,172.00

Memorandum



To: Honorable Mayor and Council
From: Bill Forbush, Fire Chief
Date: January 12, 2016
Re: Presque Isle Township fire initiative

As we have discussed in the past, Presque Isle Township has asked for our assistance in trying to establish a governmental fire department to serve the west side of their township. The area was previously served by a private, non-profit department that closed after financial difficulties and mismanagement in 2013. Faced with no fire protection in the area, they contracted with Alpena Township in December 2013 to provide temporary emergency services from the north Alpena Township station in exchange for payments of \$7000 per month. On Monday, January 11, 2016, the Presque Isle Township Board approved a draft agreement with the City of Alpena to provide management services to rebuild the Presque Isle Township Fire Department as a governmental department, and respond to emergencies in the area during the transition. Under the proposed agreement, we will recruit, train and equip Presque Isle volunteers and respond alongside them until they are able to operate independently. The three-year program will culminate with the transition to a township-owned, governmental volunteer fire department in the area. The Township will cover all costs associated with rebuilding the department and pay the City a management fee of \$35,000 per year, which covers our costs so that city taxpayers are not subsidizing Presque Isle operations, yet leaves enough funding for Presque Isle to purchase equipment and cover their expenses.

The attached agreement has been reviewed by the City Attorney and Steve Wilson of Alpena Agency, the City's insurance provider. It has also passed review by Presque Isle Townships' legal and insurance providers, and was approved by their Township board. The final step is to be considered and potentially approved by the Alpena Municipal Council. If approved, Presque Isle would give Alpena Township 60-days notice, after which we would officially begin operations there.

International Association of Firefighters Local 623 leadership has worked with us in planning the logistics of this project and is in agreement.

Presque Isle Township Supervisor Mark Devers will be present at our Council meeting to answer any questions or concerns.



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

INTERGOVERNMENTAL AGREEMENT FOR FIRE DEPARTMENT ORGANIZATIONAL AND RESPONSE SERVICES

THE CITY OF ALPENA, a Michigan Municipal Corporation located at 208 N. First Avenue, Alpena, Michigan 49707, “the City”, and **PRESQUE ISLE TOWNSHIP**, a Michigan Municipal Corporation located at 12653 E. Grand Lake Road, Presque Isle, Michigan 49777, “the Township”, enter into this agreement subject to the following conditions:

The City wishes to provide and the Township wishes to receive fire department organizational and response services in the area known as Presque Isle Township Fire District #2.

In mutual consideration of the promises made herein the parties agree as follows:

General Terms:

1. The City will assist the Township in establishing its own governmental fire department to serve the Presque Isle Township Fire District #2 area.
2. City fire department staff will:
 - a. Develop programs to assure regulatory compliance with Bureau of Fire Services, Department of Health and Human Services and Occupational Health and Safety agencies for the new Presque Isle District 2 Fire Department.
 - b. Through the City Fire Chief and Deputy Fire Chief, consult with Presque Isle Township officials on emerging issues within the fire and emergency service industries.
 - c. Manage purchasing and payroll functions for the new Township fire department, to be paid by Township staff from Township funds.
 - d. Develop specifications and assist with procurement of fire apparatus and equipment by Township staff from Township funds.
 - e. Recruit applicants for the new Township fire department, including interviewing and vetting of applicants with any processing costs being paid from Township funds. The Township will then decide whether to accept each applicant for the new Township fire department.
 - f. Coordinate participation by Presque Isle Township firefighters in the bi-annual fire training academy conducted by the Thunder Bay Area Firefighters Association and provide monthly fire training for existing volunteers at City or Township facilities or alternate locations as required by the training topic.
 - g. Provide Medical First Responder initial education and EMS continuing education at the City or other suitable local facility biannually or as needed.
 - h. Operate emergency medical services response from the City and medical first response from the Township facility as volunteers become available. These operations will be conducted

under the City of Alpena's state life support agency license until such time as Presque Isle Township District 2 Fire Department is able to meet state minimum response requirements as detailed in MCL 333.20941(6).

- i. Prepare, or assist Presque Isle Township personnel in the preparation of one grant application per year for either the Federal Emergency Management Agencies Assistance to Firefighters Grant (AFG) program, Fire Prevention and Safety (FPS), or Staffing for Adequate Fire and Emergency Services (SAFER) programs.
- j. Provide fire safety inspections or plan reviews upon request for special occupancies within the Township, such as daycare centers, and others required by their insurers or regulatory bodies to have regular fire inspections.
- k. Develop and implement a Firefighter Right-to-Know program as required by Michigan's Occupational Safety and Health Administration administrative rules.
- l. Investigate fires to assist in determining cause and origin with law enforcement aspects and prosecution of said investigations to be handled by appropriate Presque Isle County authorities.
- m. Until such time as Presque Isle Township District #2 Fire Department is fully operational, the City will respond to all fire runs in the District 2 area from its City station. Such response will typically include the following, however may vary depending upon resource availability at any particular time:

One fire officer or senior firefighter to command the incident.
One engine with at least two firefighter-paramedics.
One Advanced Life Support ambulance after off-duty City personnel arrive at the station.
Off-duty City personnel as needed and requested by the City Incident Commander.
Mutual Aid resources as requested through the Thunder Bay Area Firefighters mutual aid agreement.
- n. Until such time as Presque Isle Township District #2 Fire Department is fully operational, the City will respond to emergency medical runs in the District 2 area with off-duty City personnel, if available and in position for timely response, and one advanced life support ambulance staffed by two firefighter-paramedics from outside of the Township.
- o. As the fire department grows and Presque Isle volunteers become available, they will respond to all calls for service. City crews will continue to respond to assist with emergency medical services response, fight fires, and mentor and train the volunteers until Township personnel are deemed ready to take over by the City Fire Chief.

3. The parties agree that all equipment and vehicle purchases will be paid for by Presque Isle Township and remain its property. City will consult with the Township in preparing specifications for equipment and vehicles to be purchased and preparing bid documents as appropriate.

4. The Township will:

- a. Make payments and reimbursements to Presque Isle Township paid-on-call personnel from Township funds. The City will manage such payroll requests and forward them to Township officials for payment. Payment to City personnel will be paid by the City and is included in the management fee paid to the City by the Township.
- b. Permit the full use of the US-23 fire station at no cost to the City, for the purposes of building and operating a fire department for the protection of Township residents.
- c. Pay the City \$35,000 per year in equal, monthly installments of \$2916.66 commencing upon the acceptance of the Agreement.
- d. In the event that more than six (6) structure fire responses are handled in any twelve-month period, the Township will reimburse the City for the actual cost incurred in connection with the structure fires in excess of six (6), not to exceed \$3000 per fire. The City will provide a detailed invoice in the event of such an occurrence.

5. This Agreement will be in effect for three years. The agreement may be terminated earlier if the Township becomes self-sufficient in its fire and EMS first responder capabilities or upon 60-day written notice by either party.

6. The City agrees to indemnify and hold harmless the Township against any claims brought or actions filed against the Township or any Township official, employee, or volunteer of the Township for injury to, death of, or damage to the property of any third person or persons, arising from any acts committed by City personnel during the performance of their duties under this agreement. The Township agrees to indemnify and hold harmless the City against any claims brought or actions filed against the City or any City official, employee, or volunteer of the City for injury to, death of, or damage to the property of any third person or persons, arising from any acts committed by Township personnel and Township fire department volunteers during the performance of their duties under this agreement.

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

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

CITY OF ALPENA, a Michigan
Municipal Corporation

By:

Date: _____

Matthew J. Waligora, Mayor

Karen Hebert
City Clerk/Treasurer/Finance Director

PRESQUE ISLE TOWNSHIP, a Michigan
Municipal Corporation

By:


Date: _____

Mark Devers
Township Supervisor

Cynthia Paavola
Township Clerk



Memorandum

Date: January 12, 2016
To: Greg Sundin, City Manager
Copy: Karen Hebert, City Clerk/Treasurer/Finance Director
From: Rich Sullenger, City Engineer 
Subject: Woodward Trailhead Contract Modification

When City Council authorized the contract with Meridian Construction for the Woodward Avenue Trailhead project, we were forced, due to funding availability, to eliminate certain elements from the project. Thus, the contract was awarded to meet the available funding established for the project. Since that time, Emily Myerson has worked with the MDNR trails division pursuing additional funding for those elements deleted at award of the project.

Through her diligent effort, the City was able to secure an additional \$66,000 to implement those work items deleted with the exception of the pavilion and overflow parking on the site. We discussed the priorities of the elements deleted and elected to construct the lighting, paving, etc in lieu of the pavilion to provide a more complete project. The City committed to including the pavilion portion of the project in the Capital Improvement Plan and request funding in the next year. The attached Contract Modification adds those deleted item back into the contract.

It is my recommendation as City Engineer, that City Council authorize the attached Contract Modification in the amount \$65,895.50. As indicated above, the City has secured the additional funding to cover the costs associated with this Contract Modification.

Attachment





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

Engineering

CONTRACT MODIFICATION

NO. 1

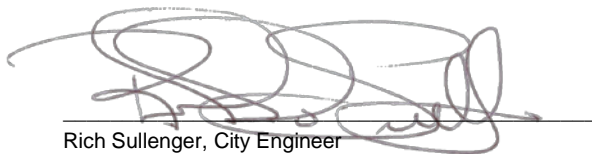
PROJECT: Woodward Avenue Trailhead

ADD ITEMS:

Item	Unit	Qty	Unit Price	Total
HMA, 13A (Alternate)	Ton	415	\$76.54	\$31,764.10
Sidewalk, Conc, 4 Inch, Pavilion (Alternate)	Sft	2520	\$3.83	\$9,651.60
Shared Use Path, HMA (Alternate)	Ton	120	\$76.54	\$9,184.80
Park Amenities, Bench	Ea	2	\$44.00	\$88.00
Park Amenities, Bicycle Rack	Ea	2	\$44.00	\$88.00
Lightpole Installation, Conduit, Wiring, and Bases	LS	1	\$15,119.00	\$15,119.00
			Total	\$65,895.50

TOTAL CONTRACT DIFFERENCE: + \$65,895.50

THE UNDERSIGNED REPRESENTATIVES OF THE CITY OF ALPENA AND THE CONTRACTOR FOR THE PROJECT
REFERENCED ABOVE AGREE TO THIS CHANGE IN CONTRACT.



Rich Sullenger, City Engineer


Contractor

Greg Sundin, City Manager

Karen Hebert, City Clerk/Financial Director/ Treasurer



Memorandum

Date: January 11, 2016
To: Greg Sundin, City Manager
Copy: Karen Hebert, City Clerk/Treasurer/Finance Director
From: Rich Sullenger, City Engineer 
Subject: Starlite Beach Splash Park

City staff has been approached by members of the Alpena Rotary Club regarding the development of a splash park at Starlite Beach. The concept of a splash park is included in the Starlite/Mich-e-Ke-Wis Park Master Plan as developed and adopted by the City. The proposed development of this park element meets the concept of this plan and is a work activity identified within the City's six-year Capital Improvement Plan.

City staff has met with representatives of the Alpena Rotary Club on two separate occasions, the last one being the morning of January 11, 2016 when we held a video conference with representatives of Vortex Midwest, who design and construct splash parks throughout the world. With over 6,000 installations worldwide, they are the leader, from what we can determine, in designing and building splash parks. The purpose of this meeting was to gather additional information and ensure that Alpena Rotary Club and the City had sufficient information to proceed forward with the project. Per Jerry Tracey, Alpena Rotary, their club is ready to proceed and support this being their community project.

Alpena Rotary Club will, with the support of the City of Alpena, submit a funding application to Rotary International to fund the development of the splash park. At this time, I would request that City Council issue a resolution of support for Alpena Rotary Club in support of this grant application. If City Council also directs staff, we will pursue other funding opportunities through the State of Michigan to assist and enhance the project that Alpena Rotary Club is pursuing. At this time, and based on the conversation with Vortex Midwest, the project would run in the \$175,000 to \$250,000 range and can be tailored to the available funding, and/or completed in phases if needed.

I have included some graphics, which were used during our recent meetings and sent to Vortex Midwest. Vortex Midwest will develop some conceptual designs and cost estimates for Alpena Rotary Club to include and support them in their application. As this information becomes available, I will provide it to City staff and the City Council as appropriate to keep all parties informed.

Attachments





Splash Park

Playground

Pavilion

Bath
Rooms






Memorandum

Date: January 14, 2016

To: Greg Sundin, City Manager

Copy: Karen Hebert, City Clerk/Treasurer/Finance Director

From: Rich Sullenger, City Engineer 

Subject: Draft Permit – US-23 North Wetlands Mitigation

City staff has been working with the MDEQ and the EPA for over 18 months to accomplish development within the US-23 North property. The stumbling block has been an area of wetlands parallel to US-23 and 200-300 feet east of the US-23 right-of-way line. These wetlands, or crossing them, without a permit precludes access to the rear of the property from US-23. The delay in obtaining this permit, due to EPA involvement, has already cost the City a development opportunity.

After three iterations of the permit with modifications to reduce the impact on the wetlands, the EPA and MDEQ have issued a draft permit to allow us to impact and cross these wetlands. The basic premise is that the City, to impact 0.37 acres of the wetlands to construct a road crossing, shall mitigate the taking of these wetlands with preservation of 5.87 acres of wetlands. These 5.87 acres are the balance of the City owned wetlands off from Grant Street where we previously hold a conservation easement for mitigated wetlands. The draft permit however, contains stipulations that the City must achieve to allow the permit to move forward. These include:

- Installing equalization culverts under the proposed crossing to allow flow under the proposed road.
- The 5.87 acres shall be placed into a permanent conservation easement.
- The City shall submit a surety bond or letter of credit in the amount of \$150,000 to ensure compliance with the stipulations or conditions outlined in the permit.
- The surety bond or letter of credit shall be released when all conditions of the permit are met.
- The City shall execute a conservation easement over all of the wetland preservation area.
- The City shall submit a baseline environmental report to the MDEQ.
- The City shall develop and submit a long-term management plan
- The City shall create an endowment fund to ensure funding is available to monitor the site and perform activities outlined in the long term management plan.

As can be seen from the draft permit conditions, there is a significant amount of work and cost associated with meeting these conditions before we ever start the physical construction. To determine these costs, City staff has contacted the environmental firm, Global Environmental Engineering, who developed the previous conservation easement. They have submitted a proposal to perform the required baseline assessment and the long term management plan. The costs outlined in their proposal are \$25,995. The endowment fund, as a condition of the permit, is unknown at this time, however, MDEQ staff did indicate that it would likely be in the \$20,000 to \$30,000 range. Thus, we are looking at \$46,000 to \$56,000 before we turn a shovel of dirt.

With the 18 month struggle to obtain even this permit and the feeling that this is likely our only opportunity to achieve this access to the rear of the property, we are in a corner. We either proceed forward enduring the expense, or we forego access to the rear of the property. After discussing this with City staff, it is our recommendation to do the following:

- City Council authorizes execution of the draft permit.
- City staff determines the most cost effective route to go, either with a surety bond or a letter of credit.
- The City bids out the environmental work to perform the baseline assessment and develop the long term management plan.
- Once the cost of the endowment fund is known, work with a local foundation and local conservation group to comply with the funding requirement and the long-term management plan requirements.

Attachments





RICK SNYDER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF ENVIRONMENTAL QUALITY
GAYLORD FIELD OFFICE



DAN WYANT
DIRECTOR

November 24, 2015

Attn: Mr. Richard Sullenger
City of Alpena
208 North First Ave
Alpena, MI 49707

Dear Mr. Sullenger:

SUBJECT: Draft Permit for Countersignature
Permit Number: WRP000958 v1.0
MiWaters Site Name: 04-US 23 North-City of Alpena
County: Alpena

The Department of Environmental Quality (DEQ), Water Resources Division (WRD) has reviewed the above-referenced application for permit pursuant to Part 303, Wetlands Protection, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended. The purpose of the project, as depicted in your application, is to place approximately 1,200 cubic yards of fill material in a regulated wetland to build an access road to an upland development site, impacting 0.37 acres of wetlands, and mitigating wetland impacts by preserving 5.87 acres of offsite forested wetlands.

We have determined that the project as proposed can be permitted. Enclosed is a draft permit, requiring a countersignature.

Carefully review and fully understand the draft permit and all of its associated terms and conditions. As the permittee, you are responsible for assuring that the project is completed as authorized and in compliance with permit requirements. If you agree to all of the terms and conditions, sign the draft permit in the space provided, initial each of the drawings, and return the entire document to our office within 30 days of the date of this letter.

This permit is not valid until signed by an official of the WRD. Upon return of the signed and initialed document from you, the WRD will issue the permit in a timely manner and return a signed copy to you. Construction activity is not authorized to begin until a valid permit is held at the project site. If you do not return the signed and initialed document by the required date, an Application Denial letter will be sent to you.

If you have any questions regarding the specifics of this draft permit, please contact me at 989-619-3740; sherwoodt1@michigan.gov; or DEQ, WRD, Gaylord Field Office, 2100 West M-32, Gaylord, Michigan 49735. Please include your permit # WRP000958 v1.0, in your response.

Sincerely,

Teresa Sherwood

Teresa Sherwood
Water Resources Division

Enclosure



**MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY
WATER RESOURCES DIVISION
PERMIT**

ISSUED TO:

Attn: Mr. Richard Sullenger
City of Alpena
208 North First Ave
Alpena, MI 49707

Permit No.	WRP000958 v1.0
Issued	DRAFT
Expires	x5 years

This permit is being issued by the Michigan Department of Environmental Quality (MDEQ) under the provisions of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (NREPA), and specifically:

- | | |
|---|---|
| <input type="checkbox"/> Part 301, Inland Lakes and Streams | <input type="checkbox"/> Part 315, Dam Safety |
| <input type="checkbox"/> Part 325, Great Lakes Submerged Lands | <input type="checkbox"/> Part 323, Shorelands Protection and Management |
| <input checked="" type="checkbox"/> Part 303, Wetlands Protection | <input type="checkbox"/> Part 353, Sand Dunes Protection and Management |
| <input type="checkbox"/> Part 31, Floodplain/Water Resources Protection | |

Permission is hereby granted, based on permittee assurance of adherence to State of Michigan requirements and permit conditions, to:

Permitted Activity:

Excavate to prepare site for construction of a road to be used for accessing an upland development site, including an area through wetlands that is 66 ft. wide by 246 ft. long. Place approximately 1,200 cubic yards of clean fill consisting of inert granular material to construct road and associated curb and gutter drainage. Install a minimum of 3 wetland equalizer culverts at equal intervals below access road to facilitate movement of surface water and organisms; each culvert shall be a minimum of 18 inches in diameter and buried in the native substrate 20% of the culvert diameter. Total wetland impact area for the access road shall not exceed 0.37 acres. Wetland impacts will be mitigated by preserving 5.87 acres of offsite forested wetlands.

All work shall be completed in accordance with the approved plans and specifications of this permit.

Water Course Affected: Wetlands

Property Location: Alpena County, City of Alpena, Town/Range 31N, 8E, Section 9,

Property Tax No. 04-091-009-000-110-00

MiWaters Site Name: 04-US 23 North-City of Alpena

MiWaters Site ID: 15-04-0004-P

Authority granted by this permit is subject to the following limitations:

- A. Initiation of any work on the permitted project confirms the permittee's acceptance and agreement to comply with all terms and conditions of this permit.
- B. The permittee, in exercising the authority granted by this permit, shall not cause unlawful pollution as defined by Part 31, Water Resources Protection, of the NREPA.
- C. This permit shall be kept at the site of the work and available for inspection at all times during the duration of the project or until its date of expiration.
- D. All work shall be completed in accordance with the approved plans and specifications submitted with the application and/or plans and specifications attached to this permit.
- E. No attempt shall be made by the permittee to forbid the full and free use by the public of public waters at or adjacent to the structure or work approved.
- F. It is made a requirement of this permit that the permittee give notice to public utilities in accordance with Act 53 of the Public Act of 1974 and comply with each of the requirements of that Act.

- G. This permit does not convey property rights in either real estate or material, nor does it authorize any injury to private property or invasion of public or private rights, nor does it waive the necessity of seeking federal assent, all local permits, or complying with other state statutes.
- H. This permit does not prejudice or limit the right of a riparian owner or other person to institute proceedings in any circuit court of this state when necessary to protect his rights.
- I. Permittee shall notify the MDEQ within one week after the completion of the activity authorized by this permit, by completing and forwarding the attached preaddressed postcard to the office addressed thereon.
- J. This permit shall not be assigned or transferred without the written approval of the MDEQ.
- K. Failure to comply with conditions of this permit may subject the permittee to revocation of permit and criminal and/or civil action as cited by the specific state act, federal act, and/or rule under which this permit is granted.
- L. All dredged or excavated materials shall be disposed of in an upland site (outside of floodplains, unless exempt under Part 31, and wetland).
- M. In issuing this permit, the MDEQ has relied on the information and data that the permittee has provided in connection with the submitted application for permit. If, subsequent to the issuance of a permit, such information and data prove to be false, incomplete, or inaccurate, the MDEQ may modify, revoke, or suspend the permit, in whole or in part, in accordance with the new information.
- N. The permittee shall indemnify and hold harmless the State of Michigan and its departments, agencies, officials, employees, agents, and representatives for any and all claims or causes of action arising from acts or omissions of the permittee, or employees, agents, or representative of the permittee, undertaken in connection with this permit. The permittee's obligation to indemnify the State of Michigan applies only if the State (1) provides the permittee or its designated representative written notice of the claim or cause of action within 30 days after it is received by the State and (2) consents to the permittee's participation in the proceeding on the claim or cause of action. It does not apply to contested case proceedings under the Administrative Procedures Act challenging the permit. This permit shall not be construed as an indemnity by the State of Michigan for the benefit of the permittee or any other person.
- O. Noncompliance with these terms and conditions and/or the initiation of other regulated activities not specifically authorized shall be cause for the modification, suspension, or revocation of this permit, in whole or in part. Further, the MDEQ may initiate criminal and/or civil proceedings as may be deemed necessary to correct project deficiencies, protect natural resource values, and secure compliance with statutes.
- P. If any change or deviation from the permitted activity becomes necessary, the permittee shall request, in writing, a revision of the permitted activity from the MDEQ. Such revision request shall include complete documentation supporting the modification and revised plans detailing the proposed modification. Proposed modifications must be approved, in writing, by the MDEQ prior to being implemented.
- Q. This permit may be transferred to another person upon written approval of the MDEQ. The permittee must submit a written request to the MDEQ to transfer the permit to the new owner. The new owner must also submit a written request to the MDEQ to accept transfer. The new owner must agree, in writing, to accept all conditions of the permit. A single letter signed by both parties which includes all the above information may be provided to the MDEQ. The MDEQ will review the request and if approved, will provide written notification to the new owner.
- R. Prior to initiating permitted construction, the permittee is required to provide a copy of the permit to the contractor(s) for review. The property owner, contractor(s), and any agent involved in exercising the permit are held responsible to ensure that the project is constructed in accordance with all drawings and specifications. The contractor is required to provide a copy of the permit to all subcontractors doing work authorized by the permit.
- S. Construction must be undertaken and completed during the dry period of the wetland. If the area does not dry out, construction shall be done on equipment mats to prevent compaction of the soil.
- T. Authority granted by this permit does not waive permit requirements under Part 91, Soil Erosion and Sedimentation Control, of the NREPA, or the need to acquire applicable permits from the County Enforcing Agent.
- U. Authority granted by this permit does not waive permit requirements under the authority of Part 305, Natural Rivers, of the NREPA. A Natural Rivers Zoning Permit may be required for construction, land alteration, streambank stabilization, or vegetation removal along or near a natural river.
- V. The permittee is cautioned that grade changes resulting in increased runoff onto adjacent property is subject to civil damage litigation.
- W. Unless specifically stated in this permit, construction pads, haul roads, temporary structures, or other structural appurtenances to be placed in a wetland or on bottomland of the waterbody are not authorized and shall not be constructed unless authorized by a separate permit or permit revision granted in accordance with the applicable law.
- X. For projects with potential impacts to fish spawning or migration, no work shall occur within fish spawning or migration timelines (i.e., windows) unless otherwise approved in writing by the MDNR, Fisheries Division.
- Y. Work to be done under authority of this permit is further subject to the following special instructions and specifications:
 - 1. Notification shall be made to the DEQ Water Resources Division, five days prior to starting the project. Please notify Teresa Sherwood at 989-705-3475 or sherwoodt1@michigan.gov.
 - 2. All fill/backfill shall consist of clean inert material that will not cause siltation nor contain soluble chemicals, organic matter, pollutants, or contaminants. All fill shall be contained in such a manner so

as not to erode into any surface water, floodplain, or wetland. All raw areas associated with the permitted activity shall be stabilized with sod and/or seed and mulch, riprap, or other technically effective methods as necessary to prevent erosion.

3. Prior to the start of construction, all adjacent non-work wetland areas shall be protected by properly trenched sedimentation barrier to prevent sediment from entering the wetland. Orange construction fencing shall be installed as needed to prohibit construction personnel and equipment from entering or performing work in these areas. Fence shall be maintained daily throughout the construction process. Upon project completion, the accumulated materials shall be removed and disposed of at an upland site, the sedimentation barrier shall then be removed in its entirety and the area restored to its original configuration and cover.
4. Unless specifically stated under the "Permitted Activity" of this permit, construction pads, haul roads, temporary structures, or other structural appurtenances to be placed in a wetland or on bottomland of the waterbody are not authorized and shall not be constructed unless authorized by a separate permit or permit revision granted in accordance with the applicable law.
5. If the project, or any portion of the project, is stopped and lies incomplete for any length of time other than that encountered in a normal work week, every precaution shall be taken to protect the incomplete work from erosion, including the placement of temporary gravel bag riprap, temporary seed and mulch, or other acceptable temporary protection.
6. The permittee is responsible for acquiring all necessary easements or rights-of-way before commencing any work authorized by this permit. All construction operations relating to or part of this project shall be confined to the existing right-of-way limits or other acquired easements.
7. Construction must be undertaken and completed during the dry period of the wetland, or when frozen.
8. If the area does not dry out or freeze, construction shall be done on equipment mats to prevent compaction of the soil.
9. Upon completion of the project, the disturbed wetland areas shall be restored to the original contour elevation, revegetated and reseeded with species native to Michigan appropriate to the site, and mulched to prevent erosion.
10. This permit is limited to authorizing the construction as specified above and carries with it no assurances or implications that associated wetland or floodplain areas can be developed and serviced by the structures authorized by this permit.
11. Equalization culverts shall be a minimum of 18 inches in diameter, installed at the proper elevation for the purpose of water level equalization and must be buried 20% of the culvert diameter. The culvert shall provide for the free flow of surface water or the movement of organisms between portions of a wetland system. The culvert shall not increase drainage of any existing wetland areas.
12. The property owner(s), contractor(s), and any agent involved in obtaining and exercising this permit are held responsible to ensure the project is constructed in accordance with all drawings and specifications contained in this permit. The contractor is required to provide a copy of this permit to any and all subcontractors doing work authorized by this permit.
13. Authority granted by this permit does not waive permit or program requirements under Part 91, Soil Erosion and Sedimentation Control, of the NREPA, or the need to acquire applicable permits from the City of Alpena. Please contact Mr. Donald Gilmet at 989-354-1761.
14. The authority to conduct the activity as authorized by this permit is granted solely under the provisions of the governing act as identified above. This permit does not convey, provide, or otherwise imply approval of any other governing act, ordinance, or regulation, nor does it waive the permittee's

obligation to acquire any local, county, state or federal approval or authorization, necessary to conduct the activity.

15. No fill, excess soil, or other material shall be placed in any wetland or surface water area not specifically authorized by this permit, its plans, and specifications.
16. This permit does not authorize or sanction work that has been completed in violation of applicable federal, state, or local statutes.
17. The permit placard shall be kept posted at the work site, in a prominent location at all times for the duration of the project, or until permit expiration.
18. This permit is being issued for the maximum time allowed and no extensions of this permit will be granted. Initiation of the construction work authorized by this permit indicates the permittee's acceptance of this condition. The permit, when signed by the MDEQ, will be for a five-year period beginning at the date of issuance. If the project is not completed by the expiration date, a new permit must be sought.
19. The completion card and required photos shall be forwarded to the MDEQ's Water Resources Division, Gaylord Field Office, within 30 days of completion of the project. Staff will use such pictures for monitoring compliance with your permit.
20. The permittee shall, as a primary condition of this permit, mitigate the loss of 0.37 acres of scrub-shrub wetland. The authorization granted by this permit is contingent upon the completion of mitigation as follows:
 - a. The permittee shall preserve 5.87 acres of wetland by placing 5.87 acres of land into permanent conservation easement as shown on the attached site plan(s).
 - b. The permittee shall submit a surety bond or letter of credit to the MDEQ in a form identical to the financial assurance models on the MDEQ's website at www.michigan.gov/wetlands in the amount of \$150,000 to ensure that the wetland preservation is completed, the conservation easements are recorded, signs are posted, short-term management activities are completed, baseline conditions are documented, an adequate fund has been established, and all other mitigation actions are performed as required to comply with the requirements and conditions of this permit. The financial assurance document shall be provided to and accepted by the MDEQ prior to signature of this permit by the MDEQ.

Prior to the transfer of this permit to another person, the new person must obtain and provide a financial instrument acceptable to the MDEQ in the name of the new person and in the amount required by this permit.

Upon request of the permittee and with the submittal of adequate proofs, the MDEQ may release portions of the financial instrument in accordance with the following guidelines:

- i. 50% when adequate executed conservation easements are submitted to the MDEQ and recorded for all wetland preservation areas.
 - ii. 50% when a long term management plan has been submitted and approved by the MDEQ and when an endowment in the amount of \$60,000 or other financial mechanism approved by MDEQ is established.
- c. The permittee shall execute a conservation easement over all wetland preservation areas in a form identical to the conservation easement model on the MDEQ's website at www.michigan.gov/wetlands. The original executed conservation easement and associated exhibits must be sent to the MDEQ for review and recording prior to commencement of any permitted work or within 60 days of the issuance of this permit, whichever occurs first. Send to:

Conservation Easement Coordinator, MDEQ, Water Resources Division, P.O. Box 30458, Lansing, Michigan, 48909, with a copy of the executed easement mailed to the District Office.

The permittee may request in writing a permit revision to extend the time deadline for submittal of the conservation easement. Such permit revision shall be considered a minor permit revision pursuant to Section 30313b and must be accompanied by the appropriate fee. **An acceptable executed conservation easement must be submitted to the MDEQ by the permittee prior to commencement of any permitted work within regulated areas.**

The permittee shall provide the following documentation of ownership for the wetland preservation areas. This documentation must be submitted with the original executed conservation easement to the Conservation Easement Coordinator at the above address.

- A 50-year ownership history including copies of all deeds, encumbrances, easements, severed mineral rights, and other pertinent documents.
- A written statement from the property owner that there are no easements, encumbrances, or transfers of the property, in whole or in part, not disclosed in the title search or ownership history.
- Subordination of any property interest (e.g., mineral rights, mortgages, easements) that would interfere with establishment and protection of the conservation easement.
- A title insurance policy insuring the conservation easement area in the name of the MDEQ, in an amount determined by the MDEQ.
- If the property owner is a company, documentation that the person executing the conservation easement has the authority to convey land on behalf of the company.

The conservation easement boundaries shall be demarcated by the placement of signage along the perimeter. The signage shall be placed at an adequate frequency, visibility, and height for viewing, made of a suitable material to withstand climatic conditions, and should be replaced as needed. The signage shall include the following bolded language:

**WETLAND CONSERVATION EASEMENT
NO CONSTRUCTION OR PLACEMENT OF STRUCTURES ALLOWED.
NO MOWING, CUTTING, FILLING,
DREDGING OR APPLICATION OF CHEMICALS ALLOWED.
MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY**

Except as otherwise provided by this permit or approved in writing by the MDEQ, the following activities are prohibited in perpetuity within the mitigation area: alteration of topography, creation of paths, trails, or roads; placement of fill, dredging, or excavation; drainage of surface or groundwater; construction or placement of any structure; plowing, tilling, or cultivating the soils or vegetation; cutting, removal, or alteration of vegetation; including the planting of non-native plant species; construction of unauthorized utility or petroleum lines; storage or disposal of garbage, trash, debris, abandoned equipment; accumulation of machinery or other waste materials; use or storage of off-road vehicles; placement of billboards or signage; or the use of the wetland for the discharge of storm water (except as otherwise allowed in this permit).

- d. The permittee shall submit the baseline report to MDEQ by _____. The baseline report shall include a land use history, a wetland delineation, a current aerial photo, and a plan view. The plan view should include identification of property lines, natural features (streams, endangered plants or animals, etc.), existing and adjacent land uses (roads, utility lines, structures, vegetation management areas, trails, etc.) areas of invasive species, and other anthropogenic influences (stormwater, etc.).
- e. The permittee shall submit a final long term management plan for all wetland preservation areas to MDEQ for approval within 90 days of permit issuance. The long-term management plan shall include provisions for monitoring, placement and maintenance of signage and fencing, periodic

inspection of the site, removal of trash and debris, control of invasive species, annual reporting, and any other site-specific management practices. The long term management plan shall also provide for an endowment or other financial mechanism approved by MDEQ for all wetland preservation areas.

Countersignature

Upon signing by the permittee named herein, this permit must be returned to the MDEQ's Water Resources Division, Gaylord Field Office for final execution. This permit shall become effective on the date of the MDEQ representative's signature.

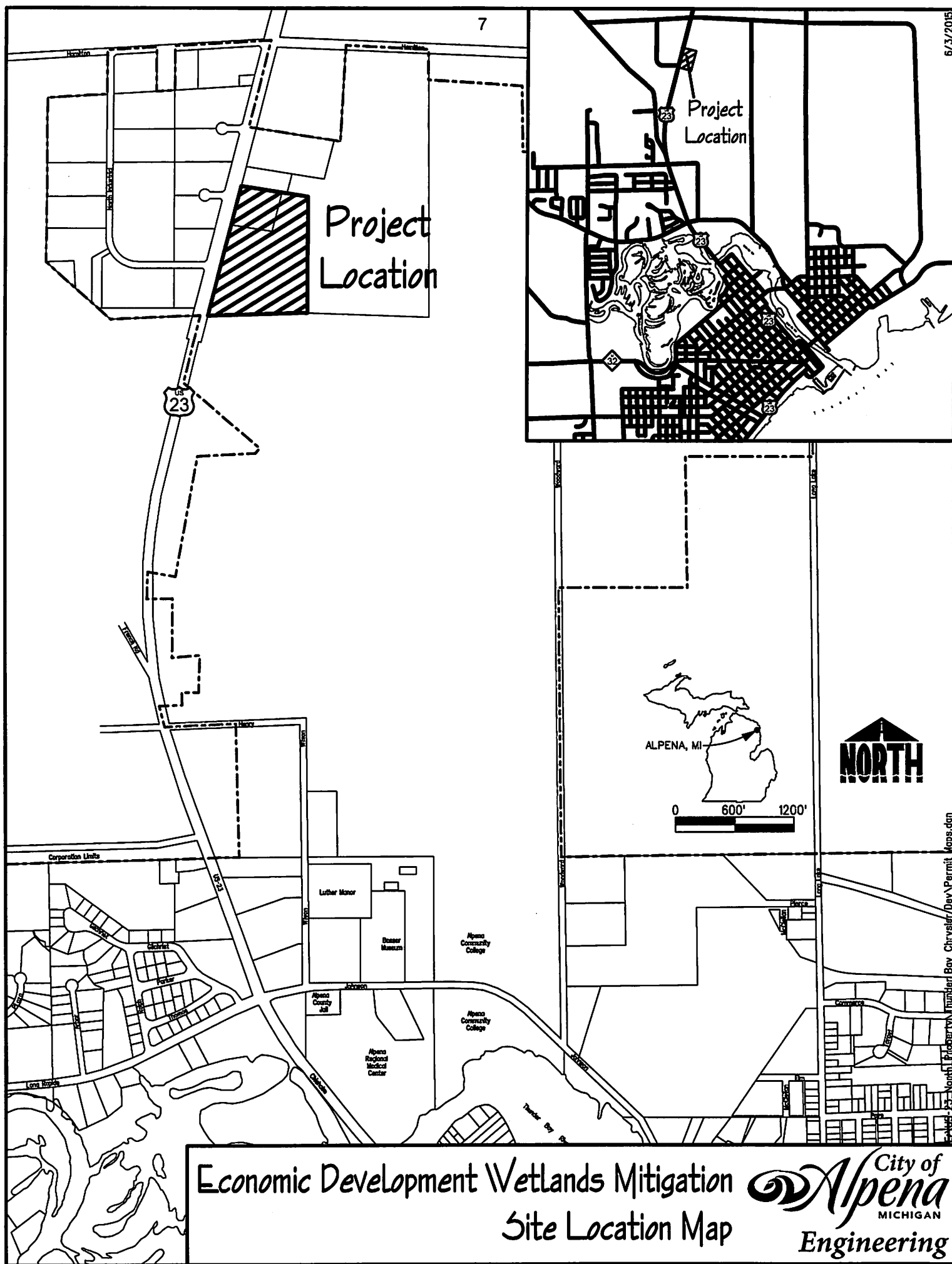
Permittee hereby accepts and agrees to comply with the terms and conditions of this permit.

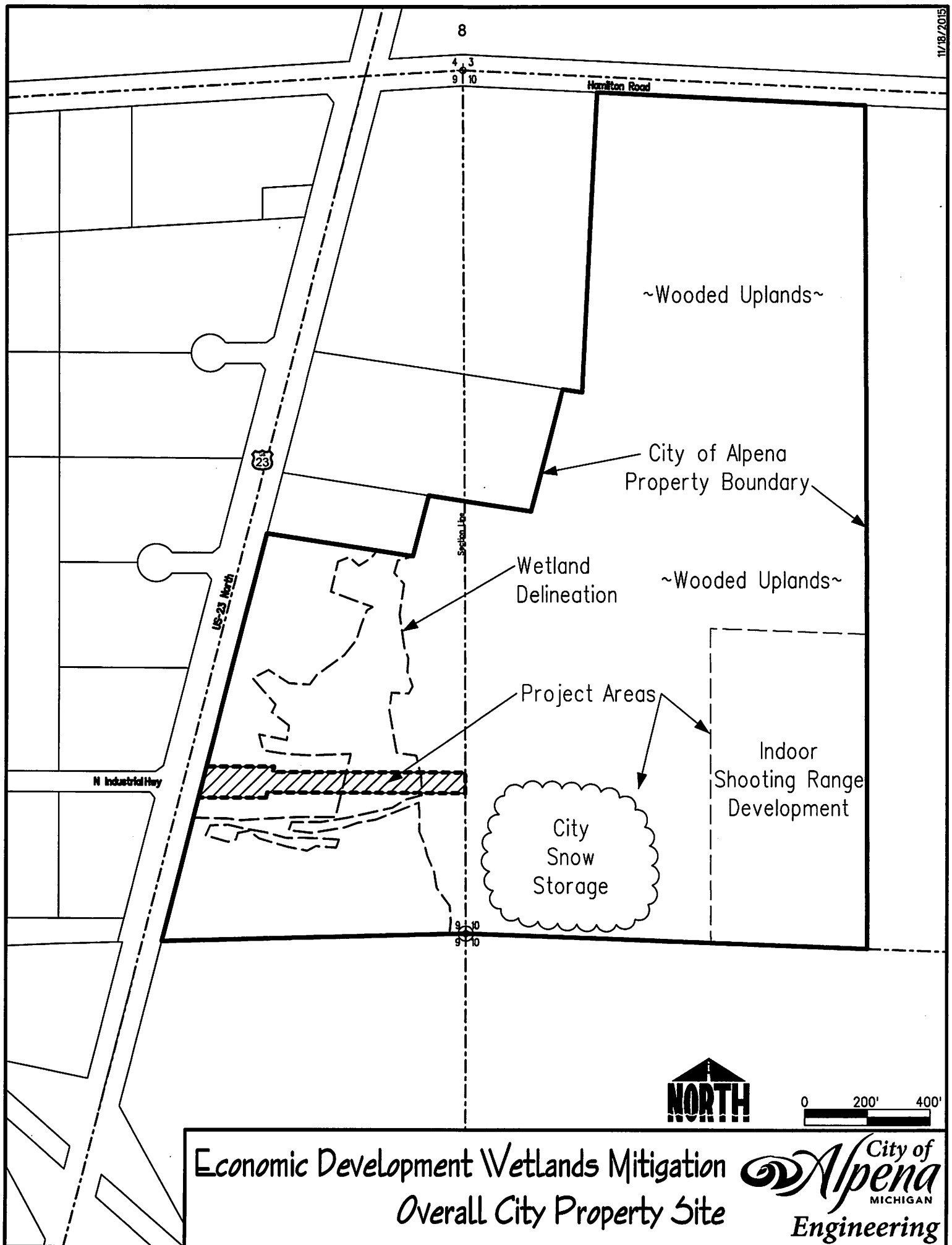
Permittee _____ Date _____

Printed Name and Title of Permittee _____

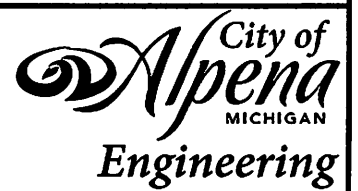
By: *Teresa Sherwood*
Teresa Sherwood
Water Resources Division
989-619-3740

cc: City of Alpena Clerk
Mr. Donald Gilmet, City of Alpena MEA
Michael Pennington, DEQ, Water Resources Division
Colleen O'Keefe, DEQ, Water Resources Division
Melanie Burdick, US EPA

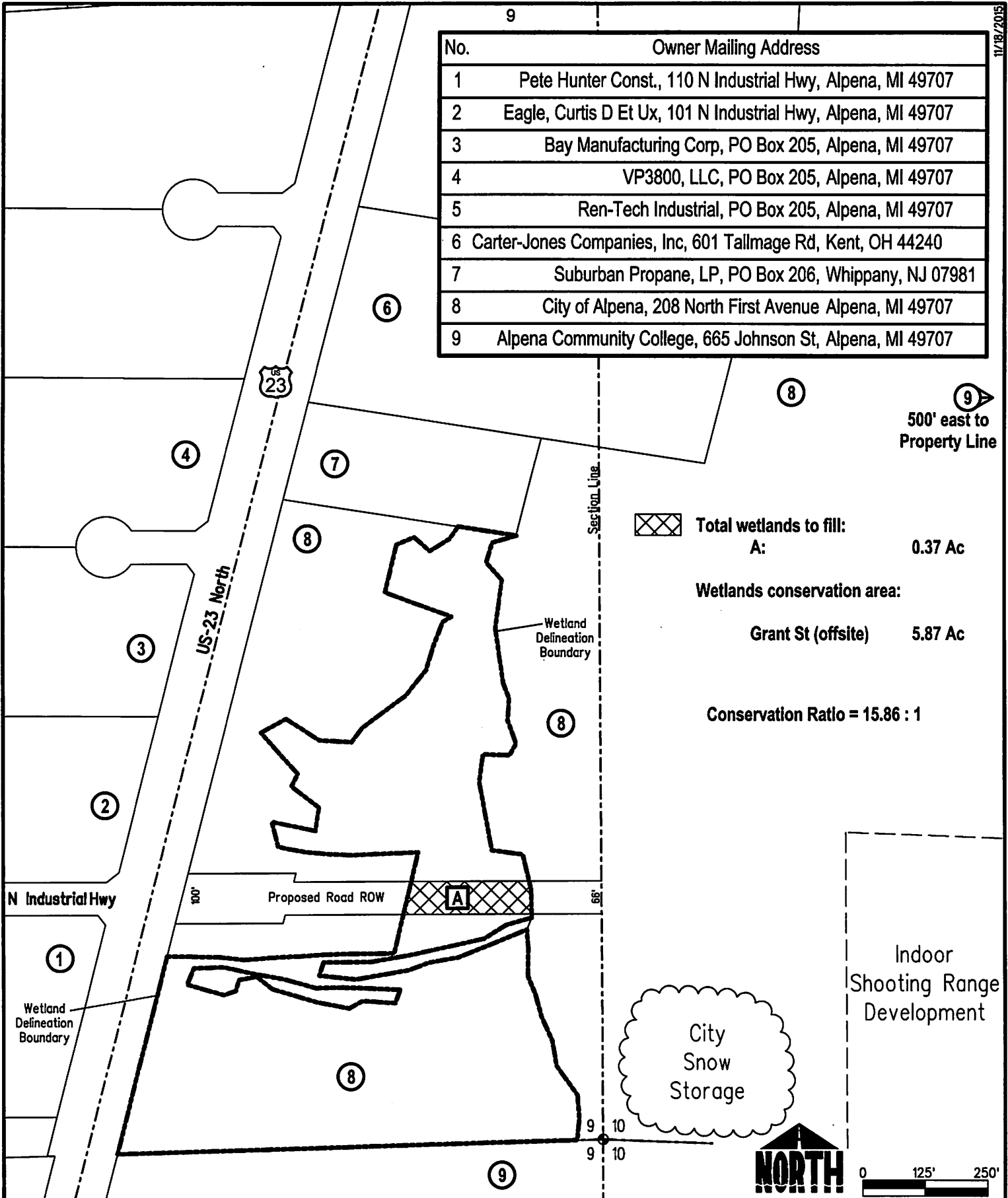





Economic Development Wetlands Mitigation
Overall City Property Site



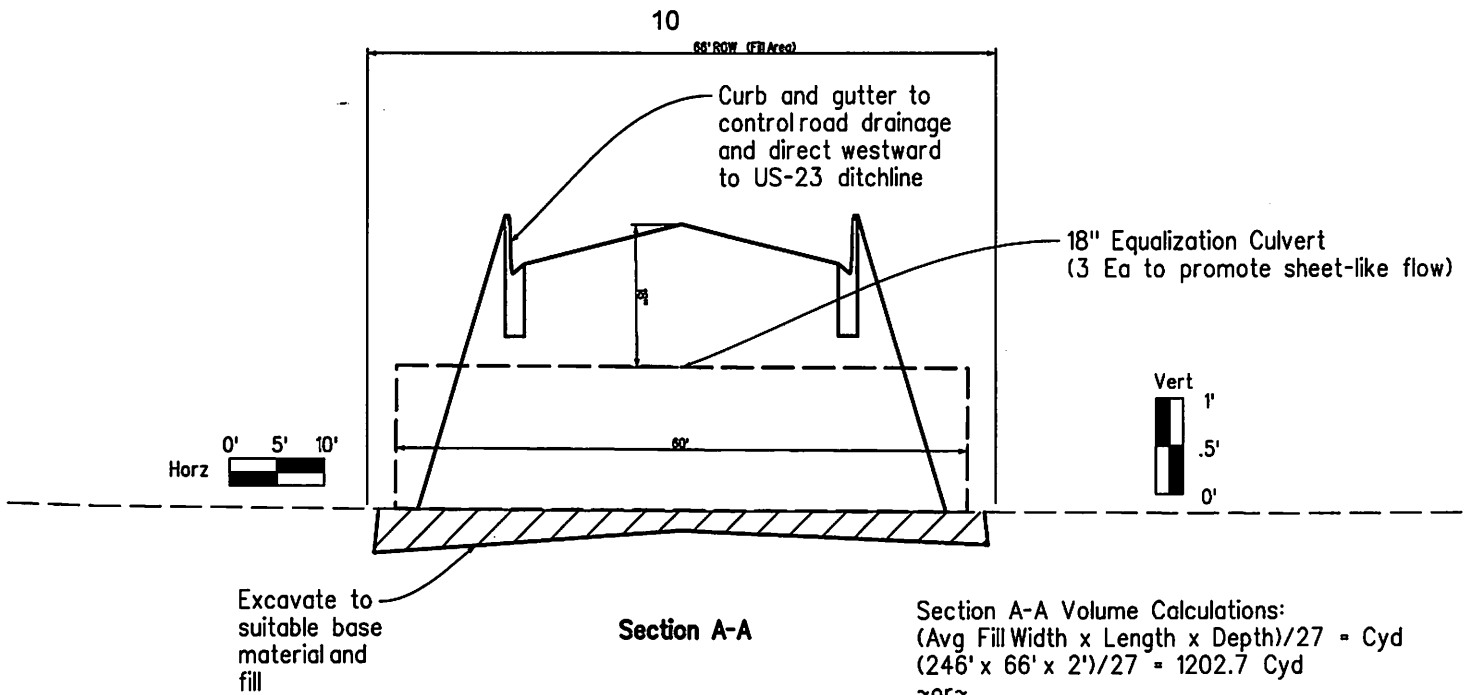
No.	Owner Mailing Address
1	Pete Hunter Const., 110 N Industrial Hwy, Alpena, MI 49707
2	Eagle, Curtis D Et Ux, 101 N Industrial Hwy, Alpena, MI 49707
3	Bay Manufacturing Corp, PO Box 205, Alpena, MI 49707
4	VP3800, LLC, PO Box 205, Alpena, MI 49707
5	Ren-Tech Industrial, PO Box 205, Alpena, MI 49707
6	Carter-Jones Companies, Inc, 601 Tallmage Rd, Kent, OH 44240
7	Suburban Propane, LP, PO Box 206, Whippany, NJ 07981
8	City of Alpena, 208 North First Avenue Alpena, MI 49707
9	Alpena Community College, 665 Johnson St, Alpena, MI 49707



 Total wetlands to fill:
A: 0.37 Ac

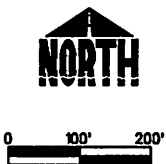
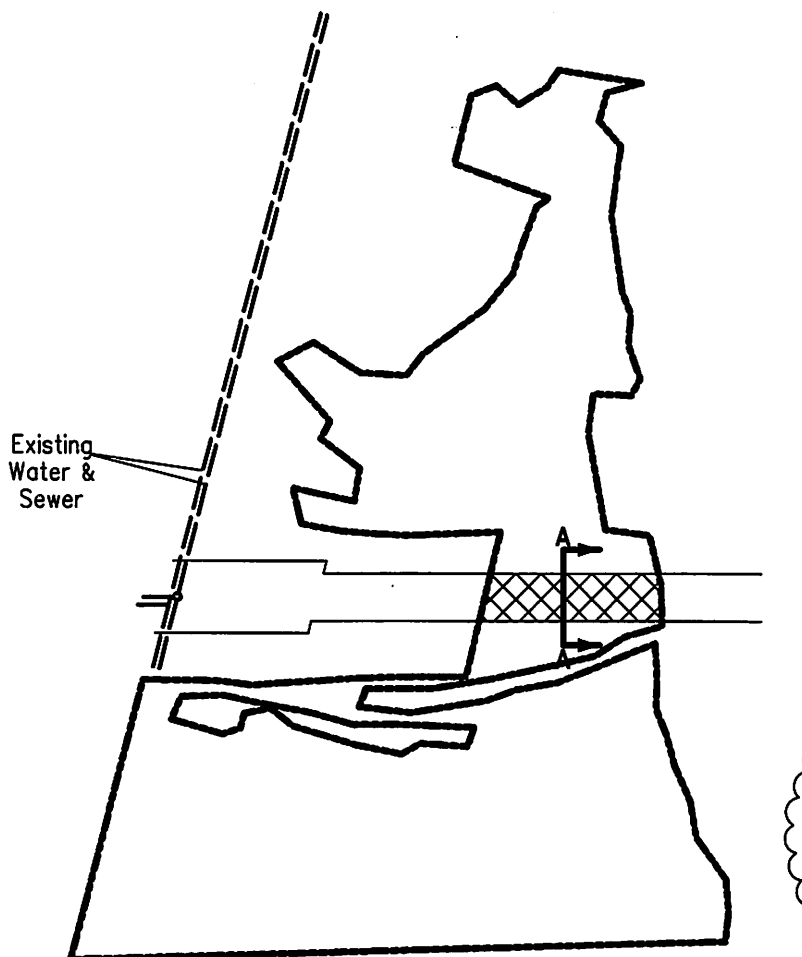
Wetlands conservation area:
Grant St (offsite) 5.87 Ac

Conservation Ratio = 15.86 : 1



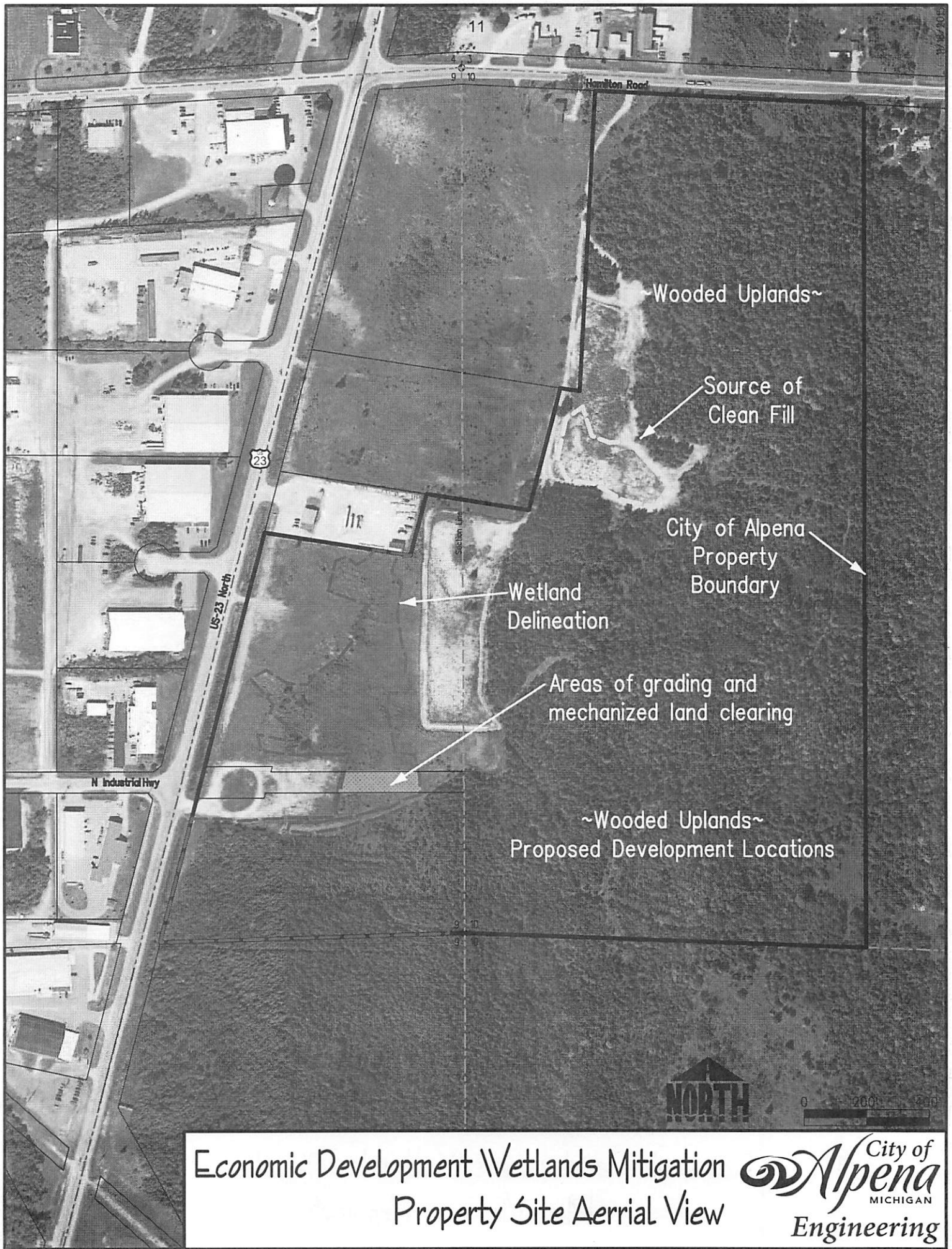
Section A-A Volume Calculations:
 (Avg Fill Width x Length x Depth)/27 = Cyd
 (246' x 66' x 2')/27 = 1202.7 Cyd
 ~or~
 (Acres x 43560sft/Acre x Depth)/27 = Cyd
 (0.37Ac x 43560 x 2')/27 = 1193.9 Cyd

Use: 1200 Cyd



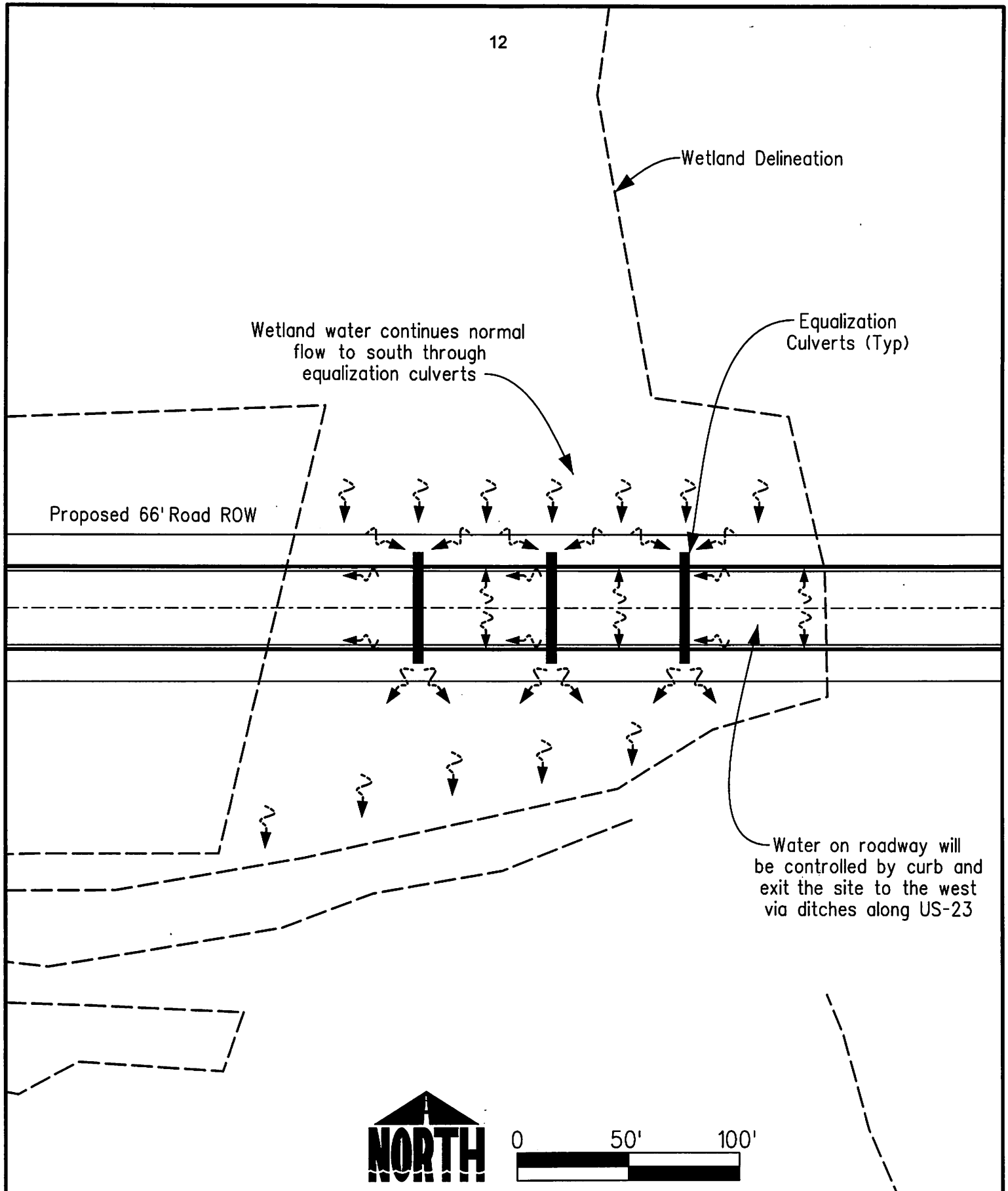
Economic Development Wetlands Mitigation
 Plan View and Cross-Sections

City of
Aspena
 MICHIGAN
 Engineering



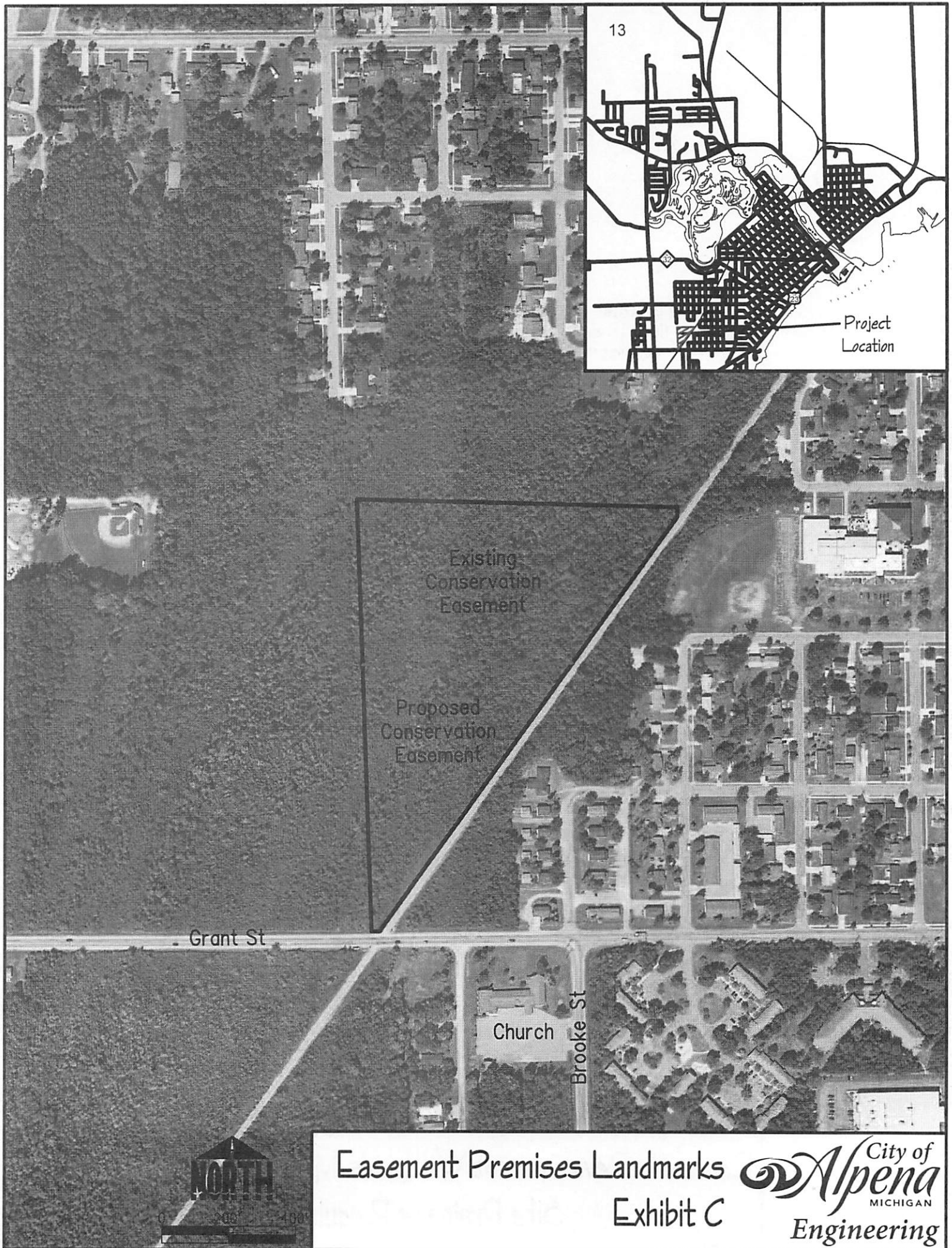
Economic Development Wetlands Mitigation
Property Site Aerial View

City of
Alpena
MICHIGAN
Engineering



Economic Development Wetlands Mitigation
Site Drainage Requirements

City of
Alpena
MICHIGAN
Engineering





GLOBAL ENVIRONMENTAL ENGINEERING INC.

December 30, 2015

Mr. Richard Sullenger
City of Alpena
208 North First Ave
Alpena, MI 49707

RE: Wetland Baseline Ecological Survey and Long-Term Management Plan
Grant Street Sub-Area Conservation Easement

Dear Mr. Sullenger,

Global Environmental Engineering Inc. (Global) is pleased to provide you with this proposal to complete a Baseline Ecological Survey and the Long-Term Management Plan for 5.87-acres of wetland being preserved on the Grant Street Sub-Area Conservation Easement (hence forth referred to as "The Site"). The Site is being preserved as a mitigation effort to offset the impact of construction being planned on a separate piece of The City of Alpena's property (parcel #091-009-000-110-00) which also contains a wetland. Wetlands on The Site are a wooded dune and swale complex which are rare in Michigan and are also considered "under demonstrated threat" according to the Michigan Natural Features Inventory.

It is Global's understanding a joint permit application was submitted in November 2015. The MDEQ is requesting a baseline ecological survey and long-term management plan be completed by July 31, 2016. Global is providing a cost to complete these tasks as follows:

Task 1: Baseline Ecological Survey

The Baseline Ecologic Assessment will be conducted during the growing season (end of spring to early summer). Global will investigate the wetland and conduct the following activities:

- Describe each of the habitat management units.
- List plant species found in each of the habitat management units.
- Document animal species that were seen within the wetland preservation area.
- Quantitatively analyze plant species totals, mean Coefficient of Conservatism (mean C), and Floristic Quality Index (FQI) scores for each of the habitat management units.
- Use the Michigan Rapid Assessment Method to determine the functional value and assign a rating level to the preserved wetland area as comparison to other wetlands
- Create maps depicting the wetland preservation area's habitat management units, monitoring station locations, and invasive plant species locations.
- Photograph conditions observed throughout each of the habitat management units during the survey.
- Photograph and GPS monitoring areas depicting conditions at potentially vulnerable areas throughout the wetland preservation area.
- Investigate the possible presence of any rare or imperiled natural plant communities.

- Investigate the possible presence of state-listed and/or federal-listed special concern, threatened, or endangered species.

Global will compile the collected information into a report, which will identify conditions and describe the wetland preservation area. The report will include but not necessarily be limited to observed wildlife use, wildlife corridors, prominent views, type and patterns of vegetation, general ecological functions of the site, and description of surface water bodies and apparent water table.

Task 2: Long Term Wetland Management Plan

The Long-Term Management plan will be developed by Global after the completion of the Baseline Ecological Survey. The management plan will include procedures for maintaining the preserved wetland, estimated costs of implementation, and measures to substantially reduce any threats posed to wetland.

Schedule

Global will complete the Baseline Ecological Survey and Long-Term Wetland Management Plan by July 29, 2016.

Cost Estimate

All work will be billed on a time and material basis. The cost for conducting the Baseline Ecologic Assessment is estimated to be \$18,990. The cost to create a long-term management plan for the preserved wetland area is estimated at \$7,005 (this cost does not include conducting any annual monitoring activities). The cost for subcontractor expenses (i.e. surveyors) as well as any additional outside expenses will be billed at cost plus 15%. Any Global costs outside the afore mentioned scope of work (i.e. attendance at public meeting) will be billed on a time and material basis using Global's standard billing rates.

Please sign below to acknowledge acceptance of this proposal and return to Global. This will serve as our Notice to Proceed. The field work for the Baseline Ecological Survey will take place during the growing season (late May through mid-June).

I appreciate the opportunity provided to Global with this project. Should you have any questions call me at the office at (810) 238-9190 ext. 318 or Julie Robbins at (810) 238-9190 ext. 314.

Sincerely,

Jonathan Frederich
Project Manager

Global Proposal Dated December 30, 2015

Accepted By: _____

Date: _____

P.O. No. _____