

**ALPENA CITY COUNCIL MEETING**

**March 2, 2020 – 6:00 p.m.**

**AGENDA**

1. Call to Order.
2. Pledge of Allegiance.
3. Modifications to the Agenda.
4. Approve Minutes –Regular & Closed Sessions of February 17, 2020, and Special Sessions of February 19 & 20, 2020.
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 \$74,300.99 .
  - B. Council Appointment of City Manager Rachel Smolinski and Reappointment of Clerk/Treasurer/Finance Director Anna Soik to the Building Authority for a 3-year Term Expiring March 1, 2023.
7. Presentations.

Thunder Bay Arts Council, Inc. – Informational Report and Budget Request.
8. Announcements.
9. Mayoral Proclamation.
10. Public Hearing.

Thunder Bay Riverfront Improvement Grant.

  - 1) Open Public Hearing.
  - 2) Report by Planning and Development Director, Adam Poll.
  - 3) Open Public Comment.
  - 4) Request Written Comments Received by the Clerk.
  - 5) Close Public Hearing.
  - 6) Approval of Resolution 2020-02.
11. Report of Officers.
12. Communications and Petitions.
13. Unfinished Business.

Selection Process for Medical Marihuana Facilities.
14. New Business.

MDOT Trunkline Utility Replacement Project.

15. Adjourn.

Rachel R. Smolinski  
City Manager

## **COUNCIL PROCEEDINGS**

**February 17, 2020**

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

Present: Mayor Waligora, Mayor Pro Tem Johnson, Councilmembers Nowak, Mitchell, and Hess.

Absent: None.

### **PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was recited.

### **MODIFICATIONS TO THE AGENDA**

Moved by Mayor Pro Tem Johnson, seconded by Councilmember Nowak, to remove the first recess from the agenda and move the item of Medical Marihuana Facilities to Unfinished Business.

Carried by unanimous vote.

### **MINUTES**

The minutes of the regular session of the February 3, 2020 meeting were approved as printed.

### **CONSENT AGENDA**

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

1. Bills Allowed – in the Amount of \$412,081.34 be Allowed and the Mayor and City Clerk Authorized to Sign Warrant in Payment of Same.
2. 2019 Annual Monitoring Reports.

Carried by unanimous vote.

### **MEDICAL MARIHUANA PROVISIONING CENTERS**

Moved by Councilmember Nowak, seconded by Councilmember Mitchell, to allow provisioning centers in the I-2, I-1, B-3, B-2, OS-1, and CCD Districts.

Carried by unanimous vote.

### **MEDICAL MARIHUANA PROVISIONING CENTERS BUFFERS**

Moved by Mayor Pro Tem Johnson, seconded by Councilmember Nowak, to place a 250 foot buffer around all places of worship, commercial daycare facilities, addiction centers, the current and future location of the Boys and Girls Club, and all

parks that have children's play equipment, with the exception of Mich-e-ke-wis Park and Starlite Beach which cannot have any adjacent provisioning centers.

Carried by unanimous vote.

#### **PROVISIONING CENTER LIMIT**

Moved by Councilmember Mitchell, seconded by Councilmember Nowak, that no more than two provisioning centers be allowed.

Carried by votes as follows:

Ayes: Johnson, Mitchell, and Nowak.

Nays: Hess, and Waligora.

#### **CLOSED SESSION**

Moved by Councilmember Nowak, seconded by Mayor Pro Tem Johnson to adjourn to closed session to discuss water and sewer litigation at 7:09 p.m. This motion was rescinded to allow the public to comment on the medical marihuana facilities.

#### **CLOSED SESSION**

Moved by Councilmember Nowak, seconded by Mayor Pro Tem Johnson to adjourn to closed session to discuss water and sewer litigation at 7:19 p.m.

Carried by unanimous vote.

#### **RECONVENE**

Moved by Councilmember Nowak, seconded by Mayor Pro Tem Johnson to reconvene in open session at 7:51 p.m.

Carried by unanimous vote.

#### **ADJOURN**

On motion of Councilmember Nowak, seconded by Mayor Pro Tem Johnson, the Municipal Council adjourned at 7:51 p.m.

Carried by unanimous vote.

MATT WALIGORA  
MAYOR

ATTEST:

Anna Soik  
City Clerk

## **COUNCIL PROCEEDINGS**

**February 19, 2020**

The Municipal Council of the City of Alpena met in special session at City Hall on the above date and was called to order at 5:33 p.m. by the Mayor.

Present: Mayor Waligora, Mayor Pro Tem Johnson, Councilmembers Nowak, Mitchell, and Hess.

Absent: None.

### **PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was recited.

### **2021 – 2026 CAPITAL IMPROVEMENT PLAN**

The Municipal Council and the Planning Commission met to hear the Capital Improvement Plan for 2021 – 2026. All department heads presented their reports to the Planning Commission and City Council and answered questions.

Moved by Councilmember Nowak, seconded by Mayor Pro Tem Johnson, to approve the 2021 – 2026 Capital Improvement Plan.

Carried by unanimous vote.

On motion of Councilmember Nowak, seconded by Mayor Pro Tem Johnson, the Municipal Council adjourned at 6:23 p.m.

MATTHEW J. WALIGORA  
MAYOR

ATTEST:

Leilan Bruning  
Deputy City Clerk

## **COUNCIL PROCEEDINGS**

**February 20, 2020**

The Municipal Council of the City of Alpena met in special session upon the call of the City Clerk, at the Alpena County Regional Airport on the above date and was called to order at 7:02 p.m. by the Mayor.

Present: Mayor Waligora, Mayor Pro Tem Johnson, Councilmembers Nowak, Hess and Mitchell.

Absent: None.

The Municipal Council met in a special session with the Alpena County Board of Commissioners and Alpena County Township Supervisors to present updates and exchange information on current activities in the community. The facilitators for the meeting were Tim Kuehnlein and Ann Diamond.

### **MINUTES**

Minutes were reviewed and approved of the October 03, 2019, Intergovernmental Council Meeting.

### **GOVERNMENTAL ENTITY REPORTS**

Mayor Waligora gave an update of happenings within the City of Alpena. He introduced the new City Manager, Rachel Smolinski and new Councilmember, Danny Mitchell. Besser Senior Living Community is opening February 21, 2020. The City signed a 4-year agreement with SUEZ to operate the water and sewer utilities. The Council passed a High-Water Impact Resolution and met with senators to discuss funding to mitigate losses. The Council has held five workshops recently regarding medical marihuana facilities

### **PRESENTATION OF THE MEDICAL MARIHUANA FACILITIES ISSUES**

Adam Poll, Planning and Development Director, and Mayor Waligora presented the legal and zoning issues that they have dealt with regarding allowing medical marihuana facilities

within the City of Alpena.

**PLANNING SESSION**

The Alpena Intergovernmental Council will meet again on June 4, 20120 at 7:00 p.m., hosted by the Charter Township of Alpena.

The topic for the next Intergovernmental Meeting will be roads.

On motion of Mayor Pro Tem Johnson, seconded by Councilmember Nowak, the Council adjourned at 8:35 p.m.

Matthew J. Waligora  
Mayor

ATTEST:

Anna Soik  
City Clerk

# INVOICE REGISTER

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EXP CHECK RUN DATES 03/03/2020 - 03/03/2020

UNJOURNALIZED

OPEN - CHECK TYPE: PAPER CHECK

6.A.

VENDOR	INVOICE #	DESCRIPTION	AMOUNT
AIRGAS USA LLC	9968037912	SUPPLIES - EMS DISP	20.70
AIRGAS USA LLC	9097935479	SUPPLIES - EMS DISP	34.68
ALPENA AREA CHAMBER OF COMM	19621	DINNER TICKETS	540.00
ALPENA DIESEL SERVICE	63850	VEH MAINT - DPW	397.17
ALPENA DIESEL SERVICE	17655	VEH MAINT #40	93.13
ALPENA DIESEL SERVICE	64008	VEH MAINT #47	69.12
ALPENA DIESEL SERVICE	63964	VEH MAINT #55	145.77
ALPENA MARKETPLACE PRODUCTIONS	100 02/20	TAPING FEES - COUNCIL MTG	450.00
ALPENA POWER COMPANY	030320	ELECTRIC	10,856.40
ALPENA POWER COMPANY	030320A	ELECTRIC	8,643.05
ALPENA TOWNSHIP	021920	REIMB GARAGE NATURAL GAS - FIRE/EMS	38.45
ANNE GENTRY	022620	REIMB CELL PHONE EXP - DDA	120.00
AWC	838	SECURITY SYSTEM UPGRADE - CITY HALL	1,997.89
AWC	839	SECURITY SYSTEM UPGRADE - CITY HALL	340.70
AWC	840	SECURITY SYSTEM UPGRADE - WATER PLANT	17,000.00
BEATRICE RICHARD	AP19-2857C	AMBULANCE REFUND	88.31
BEATRICE RICHARD	AP19-2973C	AMBULANCE REFUND	89.45
BERG ASSESSING & CONSULTING INC	022420	ASSESSING CONTRACTED SVCS 03/20	6,250.00
CHARTER COMMUNICATIONS	2978 02/20	WATER TWR INTERNET SIGNALS	544.88
CHARTER COMMUNICATIONS	5434 03/20	FAX LINE - PUBLIC SAFETY	39.99
CLIFF ANSCHUETZ CHEVROLET	CVW225137	VEH MAINT #21	74.96
DAWN KENT	AP19-6334	AMBULANCE REFUND	10.00
DEAN ARBOUR FORD LINCOLN MERCURY	29357	VEH MAINT - EMS	140.08
DEAN ARBOUR FORD LINCOLN MERCURY	29385	VEH MAINT #20	19.75
DEAN ARBOUR FORD LINCOLN MERCURY	29394	VEH MAINT - DPW	19.75
DEAN ARBOUR FORD LINCOLN MERCURY	29432	VEH MAINT - DPW	422.83
DONALD H GILMET	022920	MILEAGE 02/20	134.55
DORNBOS SIGN & SAFETY INC	INV48405	MAINT - PKS/MAJ ST	1,212.50
DOUGLAS KEOGH	021320	MEAL REIMB - EMS	193.66
EAGLE SUPPLY CO	113782	SUPPLIES - FIRE/EMS	100.72
ELECTION SOURCE	19-46587	TESTING/TRAINING - ELECTION	400.00
ELECTION SOURCE	19-46898	SUPPLIES - ELECTION	599.21
ELECTION SOURCE	19-47344	SUPPLIES - ELECTION	33.50
EVERETT GOODRICH TRUCKING	30419	SNOW REMOVAL - DDA	1,300.00
EVERETT GOODRICH TRUCKING	30425	STORES - COLD PATCH	1,074.45
FASTENAL COMPANY	MIALP173110	VEH MAINT - DPW	45.65
FASTENAL COMPANY	MIALP173150	MAINT - WATER	20.17
FASTENAL COMPANY	MIALP173161	VEH MAINT - DPW	12.66
FASTENAL COMPANY	MIALP173452	VEH MAINT - DPW	182.69
FEDERAL EXPRESS	6-921-39989	SHIPPING FEES	32.61
FIRST DUE FIRE SUPPLY	20-136	HELMET - FIRE	365.87
FREESE HYDRAULICS & EQUIP REPAIR	36619	VEH MAINT #26	54.00
FRONTIER	2793 02/20	TELEPHONE - POL/FIRE/EMS	107.73
HALLS SERV-ALL	497	REPLACE SEWER SVCS - SECOND AVE	615.00
HARRY CUMMINGS	021920	SEW/WATER BILL REFUND	69.00
HEALTH EQUITY	HER9VZ5	CORRECTION FEE - MGR	20.00
JASON COLLEGNON	021820	DRY CLEANING EXPENSE - POLICE	11.00
JEFF SHEA	022020	REIMB DENTAL INS	64.62
KIRTLAND COMMUNITY COLLEGE	198586	CERTIFICATION TRAINING - POLICE	95.00
LEFAVE PHARMACY INC	021720	SUPPLIES - EMS DISP	93.58
MCDONALD AUTO SUPPLY INC	924310	VEH MAINT - FIRE EQ	27.02
MHR BILLING	3600	BILLING 01/20 - EMS	6,910.35
MICHIGAN ASSN OF FIRE CHIEFS	01929	CONFERENCE REGISTRATION - FIRE	150.00
MICHIGAN CAT	PD10746607	VEH MAINT - DPW	1,863.66
MICHIGAN ELECTION RESOURCES	11335	ELECTION SUPP - CLERK/TREAS	130.15
MICHIGAN STATE POLICE	551-556965	SOR REGISTRATION - POLICE	390.00
MICHIGAN TOWNSHIPS ASSN	INV01886	PUBLICATION - FIRE/EMS	64.00
MID MICHIGAN MEDICAL CENTER-ALPENA	020720	SUPPLIES - EMS DISP	285.00
MUNICIPAL CODE CORPORATION	00339558	ORDINANCE ELECTRONIC UPDATE	748.00
NE MI HUMAN RESOURCES ASSN	022020	2020 MEMBERSHIP DUES - MGR	100.00
NYE UNIFORM COMPANY	729636	UNIFORMS - POLICE	59.50
OVERHEAD DOOR CO OF ALPENA INC	58673	BLDG MAINT - POLICE	288.75
RACHEL SMOLINSKI	022020	FSA MEDICAL REIMB 01-03/20	90.00
RAPID RESULTS	10107	DRUG/ALCOHOL SCREEN - PW	55.00
SPECIFICATION STONE PRODUCTS	2473393	STORES - 6A STONE	219.16
STAPLES	8057353279	SUPPLIES - FIRE/EMS	174.95
STATE OF MICHIGAN	022520	FIRE INSP/PLAN REVIEWER REG - FIRE	50.00
STRALEY LAMP & KRAENZLEIN PC	30881	MONTHLY FEE 01/20	3,915.00
SUPERIOR FABRICATING INC	15288	VEH MAINT #38	25.00
TERMINAL SUPPLY CO	13901-00	VEH MAINT - DPW	35.34
TERMINAL SUPPLY CO	94937-01	VEH MAINT - DPW	5.30
THE ALPENA NEWS	000170 20/21	SUBSCRIPTION - CITY HALL	244.40



**INVOICE REGISTER**

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EXP CHECK RUN DATES 03/03/2020 - 03/03/2020

UNJOURNALIZED

OPEN - CHECK TYPE: PAPER CHECK

VENDOR	INVOICE #	DESCRIPTION	AMOUNT
THOMAS ANDERSON	AP19-2829C	AMBULANCE REFUND	368.50
TRICIA HICKMOTT	022720	STARLITE RENT REFUND	50.00
VERIZON WIRELESS	9848053236	TELEPHONE	460.21
VERIZON WIRELESS	9848053237	TELEPHONE	915.14
WAYTEK INC	2948583	VEH MAINT - DPW	238.64
WEINKAUF PLUMBING & HEATING INC	7746	MAINT - CEMETERY	303.45
WEST SHORE FIRE INC	21311	VEH MAINT - FIRE EQ	181.12
WEST SHORE FIRE INC	21347	VEH MAINT - FIRE EQ	128.96
WITMER PUBLIC SAFETY GROUP	E1931341	UNIFORMS - FIRE/EMS	156.22
WITMER PUBLIC SAFETY GROUP	E1936326	MAINT - FIRE/EMS	382.94
Total:			74,300.99

6.B.

3/2/2020

	NAME	BOARD	TERM	New Ex. Date	APPT AUTH
Reappoint	Anna Soik	Building Authority	3	3/1/2023	City Council
Appoint	Rachel Smolinski	Building Authority	3	3/1/2023	City Council



## THUNDER BAY ARTS

February 21, 2020

Dear City of Alpena Council Members:

It is with great excitement that more sculptures along the Alpena Bi-Path continue to materialize. **Over the last three years now, City of Alpena support helped leverage nearly \$150,000 in cash and in-kind contributions for 11 sculptures along the Alpena Bi-Path – three new installations in 2019 alone – about \$52,000 over the previous year.**

Additional support came from an array of local and state government agencies, grants, private business contributions, non-profit philanthropic organizations and a wide array of individuals in the community, both traditional supporters of the arts and newcomers. It is amazing when you think about it. So many interests are coming together for common cause, public sculptures, and it is making a difference in our community.

The *Alpena Letters Sculpture* (2019) will be installed this spring, and together last year we witnessed installation of the *American Dogs Sculptures* (2019) and refurbishment of the Alpena Yacht Club stone.



**We write to ask for continued support of the sculptures along the Alpena Bi-Path in the form of a \$5,000 budget allocation by the City of Alpena for the upcoming year - 2020.**

The next sculpture will be located at Washington Avenue Park at a major entry point into our community - M-32/Washington Ave.. The sculpture is titled, *The River Intertwined* (2020). More details will be unveiled at the March 2 meeting. We are very excited to bring this very modern large-scale contribution to the collection.

Besser Foundation has committed \$5,000 of matching money for each year/sculpture of the long-range plan for three years as a starting point. This will be our second year of the Besser Foundation matching grant. A City of Alpena contribution again will help secure these funds and further bolster the support needed from other organizations and individuals in order for the intended sculptures to materialize on schedule each year. Included with this letter is a brochure further detailing Art Vision Alpena, a project of the Thunder Bay Arts Council, Inc..

The City of Alpena has been involved as a steadfast partner in the overall development of the Alpena Bi-Path and sculptures since the original 1974/76 concept of the Alpena Sculptured Bikeway and Walkway. City of Alpena contributions have helped facilitate both the pathway's original construction and then again the first sculpture in 1978, Sculptured Fountain at Besser Museum. The total cost for this sculpture in 1978 was some \$50,000. It is now valued at well over double its original cost.

Given the success and public support of the earliest sculptures (*Departure of the Great Blue Herons* (2017), *Global Collaboration Awareness* (2017), and the *History of Industry* series (2018), Art Vision Alpena was created in 2018. Working within the guise of Thunder Bay Arts Council, Inc., the plan provides a long-term vision and a blueprint for proceeding further with the resuscitation of the sculptured Bi-Path. Sculptures are scheduled leading up to the 250<sup>th</sup> anniversary of our country in 2026, our nation's Sestercentennial. What a testament to perseverance given the original plan celebrating our nation's Bicentennial and the dream of a (Bi)centennial-Path in our community populated by sculptures, this despite the hiatus of 39-40 years.

The momentum and community support for the agenda are evident. These sculptures provide value added to our community, its aesthetics and the opportunity for experiential engagement. We have no doubt that Art Vision Alpena is



## THUNDER BAY ARTS

yet one more iteration of a long-term strategy to further beautify our community and make it more attractive for work and pleasure by locals and visitors alike – further fostering a sense of place where people want to live, work and play. It is the very basis of inspiring tourism and community interaction. It has great promise for economic returns to our remote part of the state where arts and culture are becoming a foundational component of a vibrant, sustainable 21<sup>st</sup> century community and economy.

By virtue of drawing attention to our little Sanctuary, our Bi-Path and our growing collection of public art and sculptures in one of the most idyllic and beautiful settings one can image, we are reinterpreting our community from its foundations, merging art with nature, our surroundings, and encouraging people to recreate with the arts and culture of our community. This will surely contribute to the economic dynamism necessary for our community to continue to flourish in the 21<sup>st</sup> century.

Please consider our request for continued funding and overall support. Should you have any questions, feel free to reach out to us at the numbers indicated below. We would be happy to meet in person and elaborate on making the Art Vision Alpena goals reality.

Sincerely,

Tim Kuehnlein - 989.350.4333

Augie Matuzak - 989.370.3314

Ann Diamond – 989.356.6678

## PURPOSE

Art Vision Alpena strives to bring new public art and sculpture to Alpena through a continuation of the Sculptured Bi-Path project in conjunction with the Thunder Bay Arts Council. Art Vision Alpena strives to establish an endowment for sustainability and expansion as well as ongoing preservation and maintenance of all sculpture projects.

## GIVING STRUCTURE

Remington.....\$500 gift

Rodin .....\$1,000 gift

Bernini .....\$2,500 gift

Donatello .....\$5,000+ gift

**Michelangelo Commission** – Financing the total cost of one sculpture allows you to participate in the selection of the artist, form and installation of the sculpture within the framework of the Art Vision Alpena plan.

**Da Vinci Endowment** – A \$1,000 per year gift for 5 years can be designated toward a sculpture or ongoing preservation and maintenance.

## PROPOSED SCULPTURE SITES

Chisholm & State  
Bay View Park  
Waterfront Park  
News Park  
Mich-e-Ke-Wis Park  
Washington Park  
Dog Park  
Veteran Park  
Rotary Island  
Sytek Park  
MidMichigan Medical Center

*"Make visible what, without you,  
might perhaps never have been seen."*  
—Robert Bresson

# VISION is THE ART OF SEEING WHAT IS INVISIBLE TO OTHERS.

—Jonathan Swift

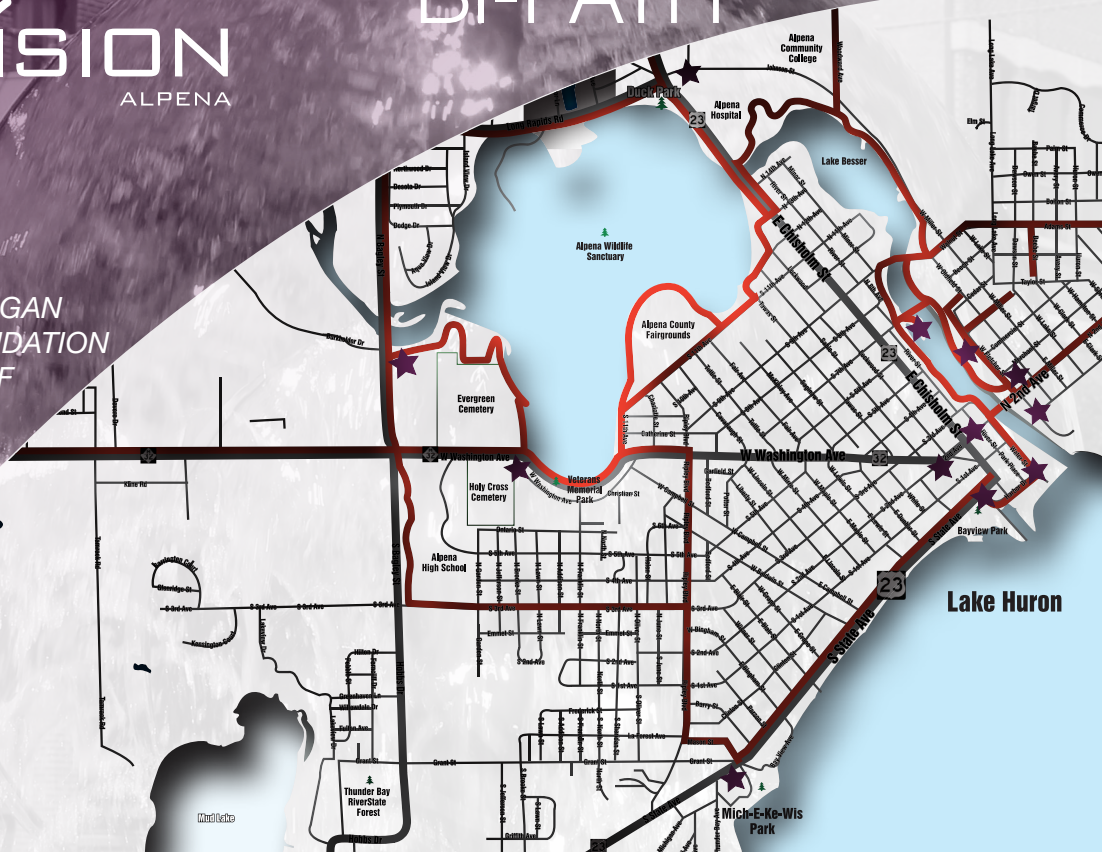


NORTHEAST MICHIGAN  
COMMUNITY FOUNDATION  
100 N. Ripley, Suite F  
P.O. Box 495  
Alpena, MI 49707  
Ph. 989.354.6881  
[www.cfnem.org](http://www.cfnem.org)



LEAVE A LEGACY  
OF PUBLIC ART &  
SCULPTURES

CONTRIBUTE TO  
ALPENA'S  
SCULPTURED  
BI-PATH





## CONTINUING THE ORIGINAL VISION

Art Vision Alpena is the continuation of a dream started back in the mid 70's by the Thunder Bay Arts Council as the Alpena Sculptured Bi-Path Project: a celebration of our nation's 200th birthday through art and recreation.

Today, almost 50 years later, we are excited to continue with the original vision and expand upon the initial goal to "recreate with art and nature". Our plan is a bold one, something that will be unique to our community, and one that promises so much in so many ways.

Public art installations throughout town will encourage use of and interaction with our great community. High quality art will generate interest in Alpena and Northeast Michigan as a destination, and it will beautify our town.

Attached you will find a timeline and layout for public art installations in Alpena. It will take a sustained commitment of time, resources, and money to fulfill. We ask for your support of this ambitious and exciting task. Please consider supporting this project through either a one-

time gift or a preferred multi-year commitment. Funding an endowment for sustainability and possible additional sculptures in the future is part of the goal to ensure that existing works are properly preserved and maintained for future generations to enjoy.

Please see the attached timeline for a narrative of the three phases of implementation. We ask for your support of "Art Vision Alpena" and are excited for the beauty and spirit of pride it will bring to Alpena.



Images are intended for conceptual and inspiration purposes only

## PHASE 3: 2026 - 2076 – Achieve endowment for sustainability/Long term maintenance

### ART VISION ALPENA/THUNDER BAY ARTS COUNCIL, INC. INITIATIVE

#### Phase 3 – Art Vision Alpena Endowment Fund

As arts and cultural opportunities in Alpena continue to expand and make an even greater impact on our community, each dollar invested now and for the future provides an indelible and lasting expression of our community and the quality of life for the people who live and visit here.

Even a modest contribution from your estate, or designated assets from it, would make a world of difference impacting our community through public sculpture and our ability to sustain and maintain their presence in our community for now and well into the future - forever. Art Vision Alpena's Endowment Fund is a wonderful way to make a durable and lasting difference.

**Consider making a donation to promote the arts through the Art Vision Alpena Endowment Fund in the form of a memorial, remembrance, an honor or a legacy in support of a loved one or perhaps yourself.**

**There are benefits to protecting your family and your legacy of support for the arts in our community with tax and financial protections (benefits) related to income, capital gains, estate and gift taxes. Consider the possibilities when consulting with your financial planner.**

You could support the mission of Art Vision Alpena in perpetuity as you plan your estate, so consider a gift in any form and amount:

- Cash gifts
- Stocks
- Bequests and Wills
- Life Insurance
- Retirement Designations (e.g. IRA, 401k and 403)
- Deferred Gift Annuities
- Charitable Remainder Trusts
- Life Estate Interest
- Gifts of Real-estate
- Contribute directly to the Art Vision Alpena Fund

To consider forms of giving such as planned estate gifts and matching gifts to Art Vision Alpena, please contact the Community Foundation for Northeast Michigan at 989.354.6881.

*"For it is in giving that we receive."*  
-Francis of Assisi

# Memorandum



Date: February 26, 2020

To: Mayor Matt Waligora and City Council

Copy: Rachel Smolinski, City Manager

From: Adam Poll, Planning and Development Director

Subject: Thunder Bay River Front Improvement Grant

The City of Alpena has worked hard to maintain a good working relationship with the Michigan Economic Development Corporation (MEDC) as well as our many community partners including the Friends of the Thunder Bay National Marine Sanctuary (FTBNMS). To that end, FTBNMS has been in the development of a long-term plan for the land surrounding the Great Lakes Maritime Heritage Center which included various public recreational amenities including trail improvements, pavilions, a kayak launch, an amphitheater, and sports courts. The plan meets the goals of the Comprehensive Plan for the City of Alpena as it expands our waterfront assets and expands recreational opportunities available to the public. City staff has kept the MEDC informed on this planning process for the possibility of potential grant funding in the future. City Engineering staff was able to generate the information required and a proposal was submitted to the MEDC on behalf of the FTBNMS, the City, and the property owner. The MEDC generated a Letter of Interest effectively reserving \$3,897,342 for these public improvements which requires a 10% match (\$433,038) which the FTBNMS has worked with various community partners to raise.

Part of the grant application process is to hold a public hearing to allow the citizen participation, with emphasis on participation by persons of low and moderate income status to comment on the grant application. Once that hearing occurs the attached resolution 2020-02 will need to be approved.



## **RESOLUTION NO. 2020-02**

### **A RESOLUTION AUTHORIZING THE SUBMISSION OF A CDBG GRANT APPLICATION TO THE MICHIGAN ECONOMIC DEVELOPMENT CORPORATION (MEDC) FOR PUBLIC IMPROVEMENTS ALONG THE RIVERFRONT NEAR 500 W FLETCHER STREET**

**WHEREAS**, the City of Alpena proposes to use a CDBG grant to make public improvements near 500 Fletcher Street; and

**WHEREAS**, the proposed grant will consist of CDBG grant funds of \$3,897,342 and private matching funds of \$433,038; and

**WHEREAS**, the proposed project is consistent with the UGLG's community development plan as described in the Part 2 Application; and

**WHEREAS**, at least 51% of the beneficiaries of the proposed project will be low and moderate income persons; and

**WHEREAS**, no project costs (CDBG and non-CDBG) will be incurred prior to a formal grant award, completion of the environmental review procedures and formal, written authorization to incur costs has been provided by your CDBG Project Manager;

**NOW, THEREFORE BE IT RESOLVED**, as follows:

1. The Alpena City Council authorizes City staff to submit a Michigan CDBG Application for the grant herein described.
2. Matt Waligora, Mayor of the City of Alpena, will be authorized to sign the Part 2 Application and all attachments.
3. Matt Waligora, Mayor of the City of Alpena, will be authorized to sign the Grant Agreement and all attachments.
4. Adam Poll, Planning and Development Director, will be authorized to sign the Grant Payment Requests and all attachments.



Councilmember \_\_\_\_\_ moved to adopt the above resolution, seconded by Councilmember \_\_\_\_\_.

Ayes:

Nays:

Absent:

Resolution declared adopted.

I, Anna Soik, City Clerk of the City of Alpena, **DO HEREBY CERTIFY** that the above is a true copy of a resolution adopted by the Municipal Council at a regular meeting held March 2, 2020.

Anna Soik  
City Clerk




# Memorandum

Date: February 25, 2020

To: Mayor and City Council Members

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

From: Rich Sullenger, City Engineer 

Subject: MDOT Trunkline Utility Replacement Project

Beginning this spring, the Michigan Department of Transportation will be resurfacing portions of their routes within the City of Alpena. The affected streets within the city limits are as follows:

State Street (US-23) from the city limits at Mason Street to Richardson Street  
Washington Avenue (M-32) from the city limits at Bagley Street to Second Ave  
Second Avenue (M-32) from Washington Avenue to Chisholm Street  
Third Avenue (M-32) from Washington Avenue to Chisholm Street

In preparation of this project, staff in coordination with Suez have evaluated the sanitary services under these streets and have identified six services which have an ongoing maintenance history and are in need of repair.

In an effort to coordinate with the tight schedule for the project, the city has solicited quotes from the contractor performing the work for the MDOT project. A quote was also solicited from a contractor MDOT has used in the past to repair utilities without the need to open cut the street by utilizing a liner system to seal and repair the existing services.

Based on estimated quantities, the results of these quotes are as follows:

	<u>Amount</u>	<u>Method of Construction</u>
Team Elmer's Hillman	\$50,025	Replace Services by Open Cutting the street
Monchilov Sewer Services, LLC. Fairgrove	\$38,600	Liner system to repair Existing services in place

If Team Elmer's open cut method is used, there will be some added cost for inspection required by MDOT for these services to be replaced which should not exceed \$2,500. If this method is selected, the streets will need to be closed to facilitate the open cut method

which will require detours for the duration of the repairs. The above price includes the detour signage required.

If Monchilov liner method is used, there will also be additional cost for City crews to excavate access points for Monchilov, which is not anticipated to exceed \$9,000. It is expected that the roads will remain open for the duration of these repairs and instead, traffic will be shifted over allowing our crews to complete the work.

Due to the short window we are allowed for the repair of these services and MDOT's desire not to close the street or cut open the road to install the services, it is my recommendation as City Engineer to award this work to Monchilov Sewer Services, LLC. for the as quoted unit prices totaling \$38,600.

Attachments



# Monchilov Sewer Services LLC.

2930 N. Thomas Road ~ Fairgrove, MI 48733

Ph# (989) 693-6690 ~ Fax (989) 693-6797

## Proposal

February 25, 2020

City of Alpena  
208 N. First Ave. Unit 1  
Alpena, MI 49707

### Linin 8 – 4" x 30' Sanitary Taps

Lining 180' Sanitary	@	\$180.00 per ft.	\$32,400.00
Cleaning 6 Leads	@	\$700.00 each	\$ 4,200.00
Mobilization			<u>\$ 2,000.00</u>
		Estimated Quote	\$38,600.00*

4" x 48' Patches (If needed) @ \$800.00 each

\*This quote is only good for straight shot leads and without digging the holes for the lining.

Owner to provide water and water supply close to where work will be completed.

Owner is responsible for retrieving any of our equipment that gets stuck in the sewer, at owners expense.

Owner supplies drawings prior to mobilization.

6% Michigan Sales Tax applicable on all materials, unless a Sales Tax exemption certificate is provided.

Quote is only valid for 30 days.



# PROPOSAL

704 E. Progress St., Hillman, MI 49746  
989.742.4531 • 989.742.4802 Fax  
www.TeamElmers.com

Proposal submitted to:

Shannon Smolinski  
City of Alpena Engineering

02/05/2020  
989-354-1730

We hereby submit specifications and estimates for:

## Sanitary Sewer Services Replacement & Water Box / Adjust and Replace

### Proposal includes:

1. - Traffic control (detour for Washington, State street and 3rd street) 3 each
2. - Sanitary Sewer Service Replacement 9 each  
Includes( saw cutting asphalt, saw cutting C&G, 6A stone placement as bedding, pipe materials, backfill, 21AA aggregate base, new curb and gutter, new asphalt, topsoil and seeding)
3. - 6" Non reinforced driveway
4. - Replace a 6" water valve (includes parts, asphalt removal, backfill, 21AA, asphalt replace)1 each
5. - Replace water valve box ( includes parts, asphalt removal, backfill, 21AA, asphalt replace)1 each
6. - Replace nut on 6" valve box(includes parts, asphalt removal, backfill, 21AA, asphalt replace)1 each

This does not include any permits, or materials testing.

This work would be done either in April or May depending on MDOT.

Price for 1. each detour segment	= \$3,800.00
2. each sanitary service	= \$7,500.00
3. Driveway 6" nonreinforced	= \$50/syd
4. Valve replacement	= \$8550.00
5. Replace water valve box	= \$4700.00
6. Replace nut	= \$4700.00

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workers' Compensation Insurance. The General Conditions attached hereto or appearing on the back side of this Proposal are hereby incorporated by reference.



Authorized Signature

Name: Jeffrey Allen

Note: This proposal may be withdrawn by us if not accepted within 30 days.

## Method of Payment

- ☐ Check/cash upon invoicing  
☐ Charge by VISA/MC upon completion of work

Account # \_\_\_\_\_ Exp Date \_\_\_\_\_

Tax ID # \_\_\_\_\_

Elmer's reserves the right to request a credit report with this proposal.

Authorized Signature \_\_\_\_\_

## Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature \_\_\_\_\_ (Sign and return copy upon acceptance)

By:

Its:

Date of Acceptance \_\_\_\_\_

A finance charge of 1.5% per month, which is an annual percentage rate of 18% per year, or a minimum charge of \$.50 per month, shall be applied to all accounts over 30 days past due.

## When reviewing estimates and selecting a contractor:

- Always get multiple bids for a project. The lowest bid is not necessarily the best choice. Try to get an understanding of why one bid is significantly lower or higher than others; the reasons might change your decision.
- Get recent references from the contractors you are considering.
- Make sure the contractor has the appropriate business and builder licenses, as well as insurance.
- All project specifications and payment terms should be written in the contract.
- The best contractors provide a written warranty or guarantee.

Fully Bonded & Insured • Daily quality control checks for all products

# GENERAL CONDITIONS

## No Oral Agreements:

It is expressly understood that all the items, agreements and conditions relating to this contract are only those expressed in writing herein, and that there are no oral representations, undertakings, terms, agreements or conditions of any kind other than those set forth in this Proposal. No modifications of this Proposal shall be valid unless such modification is in writing and signed by all parties to this Proposal.

## Time For Acceptance, Approval:

This Proposal must be accepted by the Purchaser within thirty (30) days from the date hereof. If not accepted within that period, this Proposal may be withdrawn at Elmer's sole discretion and the Proposal considered void. A facsimile copy of this Proposal containing the Purchaser's signature shall be considered an original. This Proposal will not be binding until the signed acceptance has been timely received by Elmer's.

## Estimated or Approximated Quantities:

Quantities of material and labor utilized and areas and sizes for the project in this Proposal are approximate and arrived at for estimating purposes only, and it is understood that payment is to be made on actual quantities of material and labor utilized and actual areas covered unless otherwise indicated.

## Thickness:

The paving thickness referenced in this proposal is the average thickness. Variation in sub-base and technical limitations may result in variation of the thickness.

## Property Lines:

Purchaser is responsible for establishing and designating property lines. To the fullest extent permitted by law, Purchaser shall defend, indemnify, and hold Elmer's harmless (including reasonable attorneys' fees) from and against any and all costs, expenses and/or damages incurred by Elmer's as a result of Purchaser's failure to properly identify and/or designate the property lines, including, without limitation, damages for trespass.

## Delays:

Elmer's shall complete the project within a reasonable time but shall not be liable for delays beyond its reasonable control, including, without limitation, strikes, weather, accidents.

## Permits:

Purchaser shall pay for and provide Elmer's any and all permits or assessments which are required for the project prior to the commencement.

## Zoning:

Elmer's assumes no responsibility for determining whether Purchaser has legal right or authority to have the project completed in the manner and at the location described in this Proposal. Notwithstanding that the project might be determined to violate any ordinance, statute, regulation or other law, state, local or federal, the Purchaser shall, nevertheless, be obligated to pay Elmer's for the work performed and materials supplied in accordance with this Proposal. To the fullest extent permitted by law, Purchaser shall defend, indemnify, and hold Elmer's harmless (including reasonable attorneys' fees) from and against any and all costs, damages, and expenses associated with or related to the violation of any ordinance, regulation, or other law, either local, state or federal.

## Wet or Unstable Subgrade:

A suitable subgrade provided by the Purchaser is a condition precedent to the requirement of Elmer's performance of this Proposal.

## Stockpiling Materials:

Elmer's shall be permitted to stockpile materials necessary to the performance of its work, on the Purchaser's property, adjacent to the work site, without cost.

## Underground Structures:

Purchasers shall identify in writing the existence and location of all underground structures including, without limitation, all sewer, water and gas lines, tanks, etc. which might be encountered by Elmer's in the performance of this Proposal. Elmer's shall be deemed to have notice only of the existence of those underground structures specifically referenced and identified in this Proposal, and of the location thereof as indicated in this Proposal. In the event the identity or location of an underground structure varies from that designated in this Proposal or by the Purchaser, any extra cost associated with moving, protecting or covering same, shall be the responsibility of the Purchaser. To the fullest extent permitted by law, Purchaser shall defend, indemnify, and hold Elmer's harmless from any and all costs, damages, and/or expenses (including reasonable attorneys' fees) resulting from Purchaser's failure to properly identify and/or locate any underground structure for Elmer's.

## Unusual Conditions:

Should any unusual conditions be encountered that are either not specifically referenced in this Proposal or are not anticipated to be encountered by Elmer's in the performance of this Proposal, resulting in any extra costs in the performance of the work, the cost(s) thereof, shall be the full responsibility of the Purchaser.

## Damage to Trees and Landscaping:

Elmer's shall not be responsible for damage to trees, shrubbery, flower beds, landscaping which may occur during the project, nor shall Elmer's be obligated to remove damaged or destroyed trees or landscaping or replace same.

## Payment:

Payment is due in full upon completion of the project. However, interim billings for partial performance may be invoiced at Seller's discretion with payment due in full upon invoicing. A finance charge of 1.5% per month, which is an annual percentage rate of 18% (or a minimum charge of \$.50 per month) shall be assessed on all accounts which are thirty (30) days past due.

## Non-Payment, Default:

If Purchaser shall fail to make a payment when due or breaches any agreement in this Proposal, Purchaser will be in default. In the event of a default, Elmer's may, on written notice to Purchaser, terminate this Proposal and recover from Purchaser payment for all work completed and for a loss sustained as a result of such termination including, without limitation, loss of profit, repositioning costs, etc. In addition to any other remedies available, Elmer's may initiate suit for the collection or enforcement of this Proposal. Purchaser shall pay all costs incurred by Elmer's for collection or enforcement of this Proposal including actual attorney and/or agency fees. The rights, remedies and benefits provided by this Proposal to Elmer's shall be cumulative and not exclusive. The parties agree that all legal proceedings, relating to this Proposal, shall be heard and decided in a court of competent jurisdiction in Grand Traverse County, Michigan.

## Acceptance:

All work performed and materials supplied shall be deemed accepted by the Purchaser if not objected to, in writing, within ten (10) days of the completion of the project.

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## MAINTENANCE GUARANTEE

This product is guaranteed against failure due to improper workmanship or materials for a period of two years after installation, unless otherwise stated herein. Use of a product for a purpose other than the disclosed or intended use or by heavier traffic than disclosed will void the guarantee. It is understood that this guarantee does not cover damage caused by intentional or accidental excavation, fire, flood, gasoline, oil, chemicals, subsurface water, overloading or other misuse. Failure of the purchaser to conform to the requirements of timely payment as stipulated in the General Conditions will void this guarantee. This guarantee does not apply to first or intermediate stages of construction. Asphalt bases are not guaranteed. This guarantee starts when the final wearing surface is placed.