

ALPENA CITY COUNCIL MEETING

June 15, 2020 – 6:00 p.m.

AGENDA

Login Information for Virtual Meeting: <https://www.gotomeet.me/CityofAlpena> Or the Dial-In Number is 1 (646)749-3112. Access Code: 667-050-061.

1. Call to Order.
2. Pledge of Allegiance.
3. Modifications and Approval of the Agenda.
4. Approve Minutes –Regular Session of June 1, 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. Public Hearing.
7. Consent Agenda.
 - A. Bills to be Allowed, in the Amount of \$317,388.63.
 - B. City of Alpena Application for Medical Marihuana Facilities.
 - C. NEMCOG Planning Services Contract.
 - D. Budget Amendment Request for FY19/20 – Decrease Transfer from General Fund to Marina Fund.
8. Presentations.
9. Announcements.
10. Mayoral Proclamation.
11. Report of Officers.

Attorney's Fees for Water and Sewer Litigation.
12. Communications and Petitions.
13. Unfinished Business.

Assessor's Contract.
14. New Business.
 - A. Contract Modification - 2019 CIP – Phase II.
 - B. Community Defense Improvement Program Application Submittal.
15. Adjourn.

Rachel R. Smolinski
City Manager

COUNCIL PROCEEDINGS**June 1, 2020**

The Municipal Council of the City of Alpena met in regular session via teleconference 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, Hess, and Mitchell.

Absent: None.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

MINUTES

The minutes of the regular and closed sessions of May 18, 2020 and special session of May 26, 2020 meeting were approved as printed.

CONSENT AGENDA

Moved by Councilmember Nowak, seconded by Councilmember Mitchell, that the following Consent Agenda item be approved:

Bills Allowed – in the Amount of \$402,812.04 be Allowed and the Mayor and City Clerk Authorized to Sign Warrant in Payment of Same.

Motion carried 5-0.

RENOVATION OF AUTO BODY LAB AT ACC

Moved by Councilmember Nowak, seconded by Mayor Pro Tem Johnson, to support the renovation of the auto body lab at Alpena Community College.

Motion carried 5-0.

BUDGET ADOPTION RESOLUTION

Moved by Councilmember Nowak, seconded by Councilmember Mitchell, that the fiscal year 2020-21 budget be adopted, that the Administrative Salaries and Fringe Benefits for 2020-21 be adopted, and that the Comprehensive Fee Schedule be adopted, with the revised fees effective July 1, 2020 and fees proposed for revision requiring an ordinance change be effective upon the effective date of the ordinance amendment.

Motion carried 5-0.

RESOLUTION 2020-04

Moved by Councilmember Nowak, seconded by Mayor Pro Tem Johnson, that Resolution No. 2020-04, which appropriates funds for the approved 2020-21 budget, and which sets the 2020 millage rates, and which authorizes the City Treasurer to collect the 2020 property taxes, be adopted.

Motion carried 5-0.

AMEND FY 2019-20 BUDGET

Moved by Councilmember Mitchell, seconded by Mayor Pro Tem Johnson, that the 2019-20 budget be amended to show the estimated revenues and expenditures as itemized in the column titled 2019-20 Est. Current.

Motion carried 5-0.

WATER AND SEWER RATES 2020-21

Moved by Councilmember Nowak, seconded by Mayor Pro Tem Johnson, to approve the City water and sewer rates for 2020-21.

Motion carried 5-0.

NEIGHBORHOOD ENTERPRISE ZONE APPLICATION

Moved by Mayor Pro Tem Johnson, seconded by Councilmember Nowak, to adopt Resolution No. 2020-05 granting approval of the Neighborhood Enterprise Zone application for Thunder Bay Properties.

Motion carried 5-0.

JULY 2020 FIREWORKS CONTRACT

Moved by Councilmember Hess, seconded by Councilmember Mitchell, to approve the fireworks contract with Wolverine to have the fireworks on July 4th, if available, and if not then secure a future date.

Motion carried as follows: 3 (Mitchell, Waligora, Hess), 2 (Nowak & Johnson)

SECOND READING OF ORDINANCE 20-454, MEDICAL MARIHUANA FACILITIES

Moved by Mayor Pro Tem Johnson, seconded by Councilmember Mitchell, to approve ordinance 20-454 which repeals chapter 18, Article I, Sec. 18-1 that prohibits marihuana businesses and establishments within the City and replaces it with new provisions as outlined in the ordinance.

Motion carried 5-0.

MEDICAL MARIHUANA SCORING RUBRIC

Moved by Councilmember Nowak, seconded by Mayor Pro Tem Johnson, to approve the medical marihuana scoring rubric.

Motion carried 5-0.

ORDINANCE 20-455, MEDICAL MARIHUANA FACILITIES CHANGES

Moved by Councilmember Mitchell, seconded by Councilmember Hess, to approve ordinance 20-455, Medical Marihuana Facilities Changes to Zoning Ordinance, to include a 20-day effective date.

Motion carried 5-0.

ASSESSOR'S CONTRACT

The Municipal Council discussed the Assessor's contract to include a longer term and increased compensation. The City Manager will follow-up and a draft contract will be presented at a future meeting.

ADJOURN

On motion of Mayor Pro Tem Johnson, seconded by Councilmember Mitchell, the Municipal Council adjourned at 7:12 p.m.

Matthew Waligora
Mayor

ATTEST:

Anna Soik
City Clerk

INVOICE REGISTER

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EXP CHECK RUN DATES 06/16/2020 - 06/16/2020

UNJOURNALIZED

OPEN - CHECK TYPE: PAPER CHECK

7.A.

VENDOR	INVOICE #	DESCRIPTION	AMOUNT
A-1 TREE SERVICE	20-246	BAGGED LAWN & LEAF PICK-UP 06/20	10,100.00
AIRGAS USA LLC	9101657446	VEH MAINT - DPW	24.00
AIRGAS USA LLC	9970999180	VEH MAINT - DPW	68.20
ALCONA HEALTH CENTER	64677	EMP MEDICAL TEST - PW	86.00
ALPENA COUNTY TREASURER	060120	IT CONTRACTED SVCS 06/20	7,959.00
ALPENA DIESEL SERVICE	64920	VEH MAINT - DPW	330.79
ALPENA POWER COMPANY	061620	ELECTRIC	27,558.64
ALPENA SUPPLY CO	S100245953.001	CHEMICALS - SEWAGE	898.00
ALPENA SUPPLY CO	S100247054.001	MAINT - CITY HALL	110.28
ALPENA SUPPLY CO	S100248218.001	MAINT - STARLITE	63.43
ALPENA SUPPLY CO	S100248431.001	MAINT - STARLITE	56.88
ALPENA TOWNSHIP	052820	REIMB GARAGE NATURAL GAS - FIRE/EMS	25.17
AMAZON CAPITAL SERVICES INC	1XC3-FHTX-9NPK	UNIFORMS - POLICE	50.73
AMERICAN AMBULANCE ASSOCIATION	255243	DATA COLLECTION SUBSCR - FIRE/EMS	1,000.00
APPLIED INDUSTRIAL TECH-MI LTD	7018972320	VEH MAINT #66	141.14
BALL TIRE & GAS INC	179552	VEH MAINT - DPW	14.00
BALL TIRE & GAS INC	179860	VEH MAINT - CEMETERY	63.10
BALL TIRE & GAS INC	179960	VEH MAINT - DPW	45.00
BALL TIRE & GAS INC	180096	VEH MAINT - DPW	49.00
BALL TIRE & GAS INC	180097	VEH MAINT - DPW	94.40
BALL TIRE & GAS INC	180229	VEH MAINT - FIRE/EMS	669.28
BALL TIRE & GAS INC	180276	VEH MAINT - CEMETERY	15.00
BP	58346140	GAS/FUEL - FIRE/EMS/EQ	4,252.34
BRUCE TILLINGER	053120	MECHANICAL INSP SVCS 05/20	904.00
BRUCE TILLINGER	053120A	PLUMBING INSP SVCS 05/20	575.00
CARQUEST AUTO PARTS	405651	VEH MAINT #82	10.56
CARQUEST AUTO PARTS	405662	VEH MAINT - DPW	134.89
CARQUEST AUTO PARTS	405664	VEH MAINT - POLICE	9.33
CARQUEST AUTO PARTS	405665	VEH MAINT - EMS	6.22
CARQUEST AUTO PARTS	406140	VEH MAINT - DPW	128.70
CARQUEST AUTO PARTS	406648	VEH MAINT #25	26.04
CARQUEST AUTO PARTS	406758	VEH MAINT - FIRE/DPW	54.60
CARQUEST AUTO PARTS	407108	VEH MAINT #66	28.49
CARQUEST AUTO PARTS	407446	VEH MAINT #66	(1.58)
CHARTER COMMUNICATIONS	7316 06/20	FAX LINE - PUBLIC WORKS	89.98
CHERRY HILL GREENHOUSE	088387	FLOWER BASKETS - DDA	3,190.00
CLEAR WATER LAKE MANAGEMENT INC	1542	MAINT - BOAT HARBOR	1,120.00
DE LAGE LANDEN FINANCIAL SERVICES	68224018	COPIER LEASE 07/20 - DDA	56.55
DONALD H GILMET	053120	MILEAGE 05/20	146.63
DORNBOS SIGN & SAFETY INC	INV49720	MAINT - PUBLIC WORKS	327.86
EAGLE SUPPLY CO	115007	SUPPLIES - PARKS	1,256.00
EAGLE SUPPLY CO	115053	SUPPLIES - POL/FIRE/EMS	235.08
EAGLE SUPPLY CO	115125	SUPPLIES - PW/PKS	132.52
EVERETT GOODRICH TRUCKING	RES 2020-01	2020 RESURFACING	82,658.19
FASTENAL COMPANY	MIALP175654	FLOWER BASKETS - DDA	46.58
FASTENAL COMPANY	MIALP175739	SUPPLIES - PUBLIC WORKS	50.64
FRANCIS ROSINSKI	053120	ELECTRICAL INSP SVCS 05/20	779.00
FRONTIER	4175 06/20	TELEPHONE - FIRE/EMS	40.64
FRONTIER	5445 06/20	TELEPHONE - FIRE/EMS	73.84
FRONTIER	7204 06/20	ELEVATOR TELEPHONE - CITY HALL	57.04
FRONTIER	7430 06/20	ELEVATOR TELEPHONE - PUBLIC SAFETY	57.04
GALLOUP/SMITH INSTRUMENT/MERLO	S109169146.001	FLOW METER - WATER	2,711.85
GIAMARCO MULLINS & HORTON PC	26	ATTY FEES - GEN/FIRE/EMS	2,443.50
GLITZ & GLAMOUR BRIDAL & GIFTS	060820	UNIFORMS - POLICE	5.00
GRAND TRAVERSE DISTILLERY	1763	SUPPLIES - CITY HALL/PW	340.00
HOME DEPOT CREDIT SERVICES	9081281	SUPPLIES - POLICE	43.43
HOME DEPOT CREDIT SERVICES	4973628	SUPPLIES - CH/PW/PKS	198.00
HOME DEPOT CREDIT SERVICES	3063378	TRAINING MATLS - FIRE	147.36
INTERSTATE BATTERY SYSTEM INC	23419749	VEH MAINT - DPW	217.90
INTERSTATE BATTERY SYSTEM INC	23419748	VEH MAINT - DPW	237.90
JOHN NYE	060420	WORK APPAREL ALLOW - PKS	19.59
KENDALL ELECTRIC INC	S109060343.001	MAINT - LIGHTS	5.02
KENDALL ELECTRIC INC	S109175906.001	MAINT - PUBLIC WORKS	69.56
MACARTHUR CONSTRUCTION INC	MAPLE 2020-04	SEWER/WATER MAINS - MAPLE ST	92,821.86
MARY PONIK	061620	STARLITE RENT REFUND	50.00
MICHIGAN ELECTION RESOURCES	12088	ELECTION SUPP - CLERK/TREAS	324.40
MID MICHIGAN HEALTH	175999048	EMPLOYEE PHYS - DPW	145.20
MILLER OFFICE MACHINES	AR11152	COPIER MAINT 05/20 - CH/PSF	354.30
MUNICIPAL CODE CORPORATION	00344551	YEARLY ADMINISTRATIVE SUPPORT FEE	350.00
NORTHERN CLEANING & MAINTENANCE	060120	MAINT - DDA	60.00
NYE UNIFORM COMPANY	737894	UNIFORMS - POLICE	281.50
NYE UNIFORM COMPANY	738107A	UNIFORMS - POLICE	346.05

INVOICE REGISTER

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EXP CHECK RUN DATES 06/16/2020 - 06/16/2020

UNJOURNALIZED

OPEN - CHECK TYPE: PAPER CHECK

VENDOR	INVOICE #	DESCRIPTION	AMOUNT
NYE UNIFORM COMPANY	738107	UNIFORMS - POLICE	109.50
NYE UNIFORM COMPANY	739349	UNIFORMS - POLICE	162.00
NYE UNIFORM COMPANY	739606	UNIFORMS - POLICE	91.00
OFFICE DEPOT	14946762	SUPPLIES - POL/FIRE/EMS	71.18
RAPID RESULTS	10450	DRUG SCREEN - PUBLIC WORKS	90.00
RAPID RESULTS	10459	DRUG SCREEN - CEM/PW	120.00
RAPID RESULTS	10472	DRUG SCREEN - BLDG	30.00
ROBERT FARNSWORTH	AP19-1478	AMBULANCE REFUND	30.00
RYAN BROS INC	2008-02A	NEW WATER SVCS - STATE AVE	2,094.19
SOLUCIENT SECURITY SYSTEMS	461606	MAINT - PUBLIC WORKS	95.46
SOUTHERN COMPUTER WAREHOUSE	IN-000642456	SUPPLIES - IT	502.04
SPARTAN DISTRIBUTORS INC	11809559	VEH MAINT - DPW	551.65
STANDARD ELECTRIC CO	4021875-00	MAINT - PUBLIC WORKS	3.85
STANDARD ELECTRIC CO	4022433-00	MAINT - LIGHTS	214.20
STANDARD ELECTRIC CO	4022480-00	MAINT - LIGHTS	49.63
STANDARD ELECTRIC CO	4022482-00	MAINT - LIGHTS	148.63
SUPERIOR IMAGE CLEANING	060120	CITY CUSTODIAL SERVICES	2,788.16
TELNET	196649	TELEPHONE	361.55
TEMPEST ENTERPRISES LLC	SCADA 2019-07	SCADA UPGRADES - WATER	29,511.90
THE ALPENA NEWS	DC1107 05/20	PUBLISHING/ADVERTISING	538.62
THOMPSONS LINEN SERVICE	70483	RUGS/UNIFORMS/SUPP-CH/CEM/PSF/PW/PK:	659.91
THUNDER BAY ELECTRIC INC	228824	MAINT - LIGHTS	239.30
THUNDER BAY ELECTRIC INC	228825	BRIDGE MAINT - MAJ ST	604.05
THUNDER BAY ELECTRIC INC	228827	MAINT - LIGHTS	196.74
TIM CORN	061020	WORK APPAREL ALLOW - PW	95.38
TRAVERSE REPRODUCTION & SUPPLY	71931	SUPPLIES - IT	183.85
TRUE NORTH RADIO NETWORK	20050300	ADVERTISING - DDA	300.00
VERIZON WIRELESS	9855696361	IPADS - GEN/FIRE/EMS	1,208.39
WAL-MART	000803	SUPPLIES - POLICE	135.98
WAL-MART	003080	SUPPLIES - FIRE/EMS	125.83
WEX BANK	65855352	GAS/FUEL-POL/FIRE/EMS/EQ/SUEZ	1,336.30
Total:			289,689.93

CHECKS RAN ON 6/3/20

27,698.70

(BREAKDOWN OF INVOICES PAID ATTACHED)

TOTAL FOR 6/15/20 COUNCIL MEETING

317,388.63

INVOICE REGISTER

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EXP CHECK RUN DATES 06/03/2020 - 06/03/2020

UNJOURNALIZED

OPEN - CHECK TYPE: PAPER CHECK

VENDOR	INVOICE #	DESCRIPTION	AMOUNT
ALPENA POWER COMPANY	060320	ELECTRIC	17,323.43
CHARTER COMMUNICATIONS	0591 06/20	FAX LINE - CITY HALL	79.98
CITY OF ALPENA	213-001 0520	SEW/WATER - MCRAE PK	149.25
CITY OF ALPENA	214-001 0520	SEW/WATER - MCRAE CONC STND	36.66
CITY OF ALPENA	4524-001 0520	SEW/WATER - LONG LK COLD STORAGE	49.17
CITY OF ALPENA	6432-001 0520	SEW/WATER - LONG LK AVE	894.51
CITY OF ALPENA	10354-001 0520	SEW/WATER - TRAILHEAD	61.68
DTE ENERGY	060320	GAS	8,509.48
FRONTIER	9535 06/20	ALARM PHONE LINES - SEWER	594.54
Total:			27,698.70



City of Alpena Application for Medical Marihuana Facilities License

(CITY OF ALPENA ORDINANCE 20-454)

DRAFT

- ☐ New
☐ Renewal (shall be filed at least 90 days prior to the date of license expiration)
☐ Amendment
☐ Transfer of Fully Licensed Existing Establishment

CONTACT INFORMATION

 (First, Middle, Last Name of Contact for this Application)

 (Title)

 (Email address)

 (Phone)

 (Mailing address)

 (City)

 (State/Zip)

Description of the individual's role in this application:

TYPE OF PERMIT REQUESTED

Check only one – a separate permit application must be completed for each permit type.

- ☐ **Provisioning Center**
☐ **Grower** ☐ **Class A** ☐ **Class B** ☐ **Class C**
☐ **Processor**
☐ **Secure Transporter**
☐ **Safety Compliance Facility**

FACILITY LOCATION

(Business Name)

(Physical Address)

(City)

(State/Zip)

(Phone)

(Fax)

(Email)

FACILITY/LICENSE OWNER

(Facility/License Owner)

(Federal Tax Identification Number)

(Physical Address)

(City)

(State/Zip)

(Phone)

(Fax)

(Email)

☐ Self – Individual Owner

☐ Corporation*

☐ LLC*

☐ Partnership*

*For anything other than “Self,” attached a separate sheet listing all information for directors, officers, members, partners, and individuals.

FACILITY OR BUSINESS MANAGER

(Name)

(Mailing Address)

(City)

(State/Zip)

(Phone)

(Fax)

(Email)

Are there other facility or business managers? ☐ YES ☐ NO

If Yes, how many? _____

Attached a separate sheet listing contact information for all other facility or business managers.

PROPERTY OWNER

(Name)

(Mailing Address)

(City)

(State/Zip)

(Phone)

(Fax)

(Email)

EACH PERSON NAMED ON THE APPLICATION, INCLUDING ANY TRUE PARTY OF INTEREST AS DEFINED BY MICHIGAN LAW, MUST FILL OUT THE FOLLOWING QUESTIONS. PLEASE DUPLICATE THIS AS NEEDED (PAGES 3-4).

(Name)

(Mailing Address)

(City)

(State/Zip)

(Phone)

(Fax)

(Email)

Please list all residential addresses over the past three years (indicate timeframe you resided at each address).

Description of individual's role in this application:

Have you had building/code violations or delinquent taxes/utility bills?

Yes

☐☐

Have you ever violated, been accused by a municipality of violating, or been convicted of violating an ordinance similar to the city's ordinances regulating medical marihuana facilities?
If yes, provide detailed information here: ☐ Yes ☐ No

Have you ever applied for or been granted any commercial license or certificate issued by any governmental agency concerning medical marihuana or marihuana that has been denied, restricted, suspended, revoked or not renewed? ☐ Yes ☐ No

If yes, please attach a statement describing the facts and circumstances describing the application, denial, restriction, revocation, or nonrenewal, including the licensing authority, the date each action was taken and the reason for each action.

Do you have any interest in any other application for a permit or approved permit under City's ordinances?

If yes, provide relevant information here: ☐ Yes ☐ No

Do you have any interest in any other marihuana facility in Michigan?

If yes, provide relevant information here: ☐ Yes ☐ No

Indicate any businesses you have owned, your occupation, and employer for the 5 years including and immediately preceding this application: (attach additional pages if necessary)

ATTACHMENTS

Please attach the following and clearly label each required attachment.

- ☐ **ATTACHMENT A: Application fee and ID.** Submit \$1,500 for all new and renewal applications. Please make check payable to “City of Alpena.” Present a suitable form of identification along with the fee.
- ☐ **ATTACHMENT B: Ownership or Authorization to use Property.** Proof of ownership or authorization to use the property for a medical marihuana facility. If the applicant is not the owner of the proposed licensed premises:
 - ☐ 1. A notarized statement from the owner of such property authorizing the use of the property for a medical marihuana facility, if the applicant is not the owner of the proposed licensed premises
 - ☐ 2. A copy of any deed reflecting the applicant's ownership of, or lease reflecting the right of the applicant to possess, or an option reflecting the applicant's right to purchase or lease, the proposed licensed premises.
 - ☐ 3. A copy of any deed reflecting the applicant's ownership of, or lease reflecting the right of the applicant to possess, or an option reflecting the applicant's right to purchase or lease, the proposed licensed premises.
- ☐ **ATTACHMENT C: Prequalification.** Proof of prequalification by the State of Michigan for a marihuana facility state license including a copy of the application form submitted to LARA for prequalification (attachments are not required).
- ☐ **ATTACHMENT D: Qualifications of Applicant.** Please include the following:

**PROVISIONING
CENTERS ONLY**

 - ☐ 1. Detailed description of the applicant’s history of operating a business (include number of years of experience).
 - ☐ 2. Detailed description of the applicant’s experience with owning (51% or more), operating, and/or managing a business with inventory tracking and control (include number of years of experience).
 - ☐ 3. Detailed description of the applicant’s experience with owning (51% or more), operating, and/or managing a business in a highly regulated industry (minimum of 1 year). Highly regulated means subject to regulations by LARA or a similarly regulated agency (state or federal).

☐ **ATTACHMENT E: Business Plan.** Please include the following:

PROVISIONING
CENTERS ONLY

- ☐ 1. Detailed description of estimated capital investment of real or personal property.
- ☐ 2. Daily operations schedule.
- ☐ 3. Proposed staffing plan, complete with descriptions of job duties, proposed wages, and employee qualifications/hiring criteria
- ☐ 4. Documented employee policy book and code of ethics to ensure honesty and integrity of employees.
- ☐ 5. Sworn attestation that the Applicant and/or parties with 25% or more interest in the company have not been subject to any civil monetary judgements entered against it in the last 7 years, excluding family law matters or estate disputes.
- ☐ 6. Sworn attestation that the Applicant and/or parties with 25% or more interest in the company have not filed bankruptcy within the last 7 years.

☐ **ATTACHMENT F: Security Plan.** Please include the following:

- ☐ 1. Detailed description of plan to deter and prevent unauthorized entrance into the facility.
- ☐ 2. Detailed description of plan to deter and prevent theft and diversion.
- ☐ 3. Detailed description of plan for 24/7 video surveillance inside and outside of facility. Plan shall include a security systems that alerts owner of possible tampering with facility/contents.
- ☐ 4. Detailed description of plan for secure storage of medical marihuana and proceeds.
- ☐ 5. Detailed description of plan for record keeping and inventory management.
- ☐ 6. Provide copies of material safety data sheets for hazardous materials and the plan for storage and disposal (or a sworn attestation that no hazardous materials will be on the premises at any time).

☐ **ATTACHMENT G: Economic Impact.** Please include the following:

PROVISIONING
CENTERS ONLY

- ☐ 1. The number of Full Time Equivalent (FTE) positions.
- ☐ 2. Description of employee hourly wages.
- ☐ 3. Description of employee benefit package.

- ☐ **ATTACHMENT H: Building Design and Neighborhood Impact.** Please include the following:

PROVISIONING
CENTERS ONLY

- ☐ 1. Detailed description of economic benefits to the City by way of improvements to real property.
- ☐ 2. Description of building or structure (year building constructed). If an existing building will be used, provide a description of the planned physical improvements to exterior.
- ☐ 3. Description of commitment to neighborhood improvement through elimination of blight on site or adjacent property.
- ☐ 4. Description of maintenance plan for upkeep of the property (include exterior and right-of-way).

- ☐ **ATTACHMENT I: Plans.** Please include the following:

Growers, Processors, Secure Transporters and Safety Compliance Facilities: At the time of submittal of this application, the City of Alpena will already have a site plan on file that has been approved by the Planning Commission as part of the Special Use Permit.

Provisioning Centers: Do not submit a Site Plan/Special Use Application until after the final two applicants are chosen and invited to apply for a Special Use Permit.)

- ☐ 1. Site Plan (for Special Land Use approval by the Planning Commission). Site plan shall contain the following from City of Alpena Zoning Ordinance:

Section 6.4 (Site Plan Data Required)

- Site Plan should show public, private, and secured areas.
- For growers, the site plan must also show areas of outdoor grow locations, secured areas, and any type of outdoor storage.

Section 6.11.B (Special Use Applications)

- ☐ 2. Other Plans:
- a. **Growers** shall provide the following (if applicable):
 - (1) Cultivation Plan
 - (2) Wastewater Plan & Disposal Plan
 - (3) Mold/Mildew/Pest Control Plan
 - (4) Air Quality Plan
 - (5) Mechanical Plan

(6) Electrical Plan (as prepared by a licensed electrician and a certification that the premises are equipped to safely accept and utilize the required or anticipated electric load for the facility)

- b. **Processors** shall provide the following (if applicable):
- (1) A detailed description of products to be produced including
 - (2) Plant Waste Disposal Plan
 - (3) Wastewater Plan
 - (4) Mechanical Plan
- c. **Provisioning Centers** shall provide the following (if applicable):
- (1) Description of products and services to be provided
 - (2) Plant Waste Disposal Plan.

I, the undersigned, have the authority to sign this application on behalf of _____ (“the Facility or Company”). I have read all of the above answers, including all sheets and information provided in connection with this application and they are true and correct. The Facility agrees to comply with all terms and conditions of a permit as it may be issued. Finally, I understand that the Facility has a continuing duty to provide the City of Alpena with current information and will notify the City Clerk in writing of any changes to the Facility’s mailing address, phone numbers, electronic mail address or other contact information as well as changes to any other information the applicant has provided to the City as part of the permit application within ten (10) days of any such change occurring. I acknowledge that the City of Alpena may be required from time to time to release records in its possession. The applicant hereby gives permission to the City of Alpena to release any records or materials received by the City from the applicant as it may be requested to do so as permitted by the Freedom of Information Act, MCL 15.231 et seq.

Signature: _____

Date: _____

Printed Name: _____

Title: _____

Business: _____

Submit application to:

Alpena City Clerk
208 North First Avenue
Alpena, MI 49707
Phone: 989.354.1720
Fax: 989.354.1709
annas@alpena.mi.us

False information included on this application shall be a basis for the City of Alpena to deny the application.

CHECKLIST FOR APPLICATION

- ☐ 1. **Signed application form**
- ☐ 2. **Attachment A** (Application Fee and Identification)
- ☐ 3. **Attachment B** (Ownership or Authorization to use Property)
- ☐ 4. **Attachment C** (Prequalification)
- ☐ 5. **Attachment D** (Qualifications of Applicant) – PROVISIONING CENTERS ONLY
- ☐ 6. **Attachment E** (Business Plan) – PROVISIONING CENTERS ONLY
- ☐ 7. **Attachment F** (Security Plan)
- ☐ 8. **Attachment G** (Economic Impact) – PROVISIONING CENTERS ONLY
- ☐ 9. **Attachment H** (Building Design/Neighborhood Impact) – PROVISIONING CENTERS ONLY
- ☐ 10. **Attachment I** (Plans)

CHECKLIST FOR LICENSE

After application has been approved, the following shall be submitted to the City Clerk prior to the issuance of a Medical Marihuana Facilities License:

- ☐ 1. **Licensing Fee.** A licensing fee of \$5,000 shall be paid. Applicant will be credited \$1,500 which was paid at the time of application, so final payment is equal to \$3,500.
- ☐ 2. **Proof of Insurance.** A licensee shall at all times maintain full force and effect for duration of the license, workers compensation as required by State law, and general liability insurance with minimum limits of \$1,000,000 per occurrence and a \$2,000,000 aggregate limit issued from a company licensed to do business in Michigan having an AM Best rating of at least A-. The policy shall name the City of Alpena and its officials and employees as additional insureds to the limits required by this Section. A licensee or its insurance broker shall notify the city of any cancellation or reduction in coverage within seven (7) days of receipt of insurer's notification to that effect. The licensee, permittee, or lessee shall forthwith obtain and submit proof of substitute insurance to the City Clerk within five (5) business days in the event of expiration or cancellation of coverage.
- ☐ 3. **Certificate of Occupancy.** A Certificate of Occupancy issued by the City of Alpena Building Official.
- ☐ 4. **State License.** A copy of Medical Marihuana license issued by the State of Michigan Department of Licensing and Regulatory Affairs.
- ☐ 5. **Other.** Any other information that the City Clerk, law enforcement, Fire Chief, Public Works Supervisor, Zoning Administrator, City Manager, and/or City Attorney or their designees reasonably determines to be necessary in connection with the investigation and review of the application.



Northeast Michigan Council of Governments

80 Livingston Blvd Suite U-108 | PO Box 457 | Gaylord, MI 49734 | Voice: 989.705.3730 | Fax: 989.705.3729 | nemcog.org

PLANNING SERVICES CONTRACT

City of Alpena

June 1, 2020

The Northeast Michigan Council of Governments (NEMCOG) is submitting a contract to work with the City of Alpena (a municipal corporation) to supply professional planning services.

Rate: Current Member (In-Region) Rate

Services to be provided by NEMCOG:

NEMCOG will supply professional planning services upon request of the Alpena City Council, Planning Commission, Zoning Board of Appeals, or City Manager. Requests for planning services must be transmitted to NEMCOG by the City Manager.

Planning services include but are not limited to:

- Zoning Ordinance development and/or revisions
- Zoning map development and/or revisions
- Master Plan development and/or revisions
- General ordinance development and/or revisions
- Research and reports on all issues related to planning and zoning
- Site plan review reports/professional opinions
- Zoning Board of Appeals reports/professional opinions
- Implementation of existing plans through planning and zoning techniques
- General assistance to the Legislative Body, Planning Commission, Zoning Board of Appeals, Zoning Administrator, or Administrative Official(s).
- GIS Support Services

The City of Alpena will allocate a set number of hours to be utilized by NEMCOG for each request for planning assistance. The City of Alpena then agrees to pay NEMCOG for the allocated number of hours for each planning assistance request at the current member (in-region) rate for project tasks and travel time. In addition, the City of Alpena agrees to reimburse NEMCOG for mileage traveled for tasks related to the requested assistance. The mileage rate which is utilized by NEMCOG at the time of each planning assistance request (equal to the State of Michigan mileage rate) shall be used to calculate the mileage reimbursed to NEMCOG by the City of Alpena.

Regional
Cooperation
Since
1968

This contract between the City of Alpena and the Northeast Michigan Council of Governments will continue unless terminated by either party. It is mutually understood that if either party shall fail to perform any of the provisions hereof, then either party shall have the right to terminate this agreement by giving sixty days (60) notice in writing to the other party at their official business of their intention to so terminate.

Alcona * Alpena * Cheboygan * Crawford * Emmet * Montmorency * Oscoda * Otsego * Presque Isle

An
Equal Opportunity
Employer

This agreement is for the personal and exclusive use of NEMCOG and no other. This agreement shall, therefore, not be assigned by NEMCOG without the written consent of the City of Alpena.

No subcontracting by the contractor shall be permitted without the approval of the City of Alpena.

This agreement represents the entire agreement of the parties and may only be modified or amended in writing, signed by both parties.

The covenants, conditions and agreements made and entered into by the parties hereto, are declared binding on their respective heirs, successors and assigns.

Services to be provided by the City of Alpena

The City of Alpena will make available, free of charge, all existing information pertinent to planning and zoning. This will include maps, reports, data on local building activities, any information concerning existing public services and facilities, and other existing file material related to planning and zoning.

If any provision of this agreement or any portion of such provision, or the application thereof, to any person or circumstance, shall be held to be invalid or unenforceable or shall become a violation of any local, state or federal laws, then the same as so applied shall no longer be a part of this agreement, but the remainder of the agreement, such provisions and the application thereof to other persons or circumstances shall not be affected thereby and this agreement so as modified shall continue in full force and effect unless the elimination of such provision detrimentally affects the consideration any party is to receive under this agreement.

This AGREEMENT shall be governed by the laws of the State of Michigan, and constitute the entire and exclusive agreement between the parties with respect to the subject matter hereof, and supersedes all previous communications whether written or oral. This document and a photocopy in good form shall be considered an original document with signatures of authorized representatives.

IN WITNESS WHEREOF, for adequate consideration and intending to be legally bound, the parties have caused this AGREEMENT to be executed by their duly authorized representatives.

City of Alpena

Signature: _____

Name: _____

Title: _____

Date: _____

NEMCOG

Signature: Diane Rekowski

Name: Diane Rekowski

Title: Executive Director

Date: 6/1/20

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Since
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Equal Opportunity
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BUDGET AMENDMENT REQUEST

7.D.

FUND: Marina
 DEPARTMENT: _____
 PROJECT: FY19/20

Account No.	Account Description	Current Budget	Proposed Increase or (Decrease)	Proposed Budget
211-000-699.000	FR General Fund	\$118,500	(\$13,500)	\$105,000

Justification for Budget Amendment

The original budget was for a \$105,000 transfer from the GF to the Marina. During the budget process, this amount was increased to \$118,500 in error. By decreasing it to \$105,000, this will result in a decrease of the fund balance by \$28,443. The fund balance as of 6/30/19 was \$169,815, so there is enough funds to cover a decrease of \$28,443 in the current fiscal year.

Michigan Uniform Accounting and Budget Act:

** Requires budget amendments before any expenditures exceed the budget.

** The City Manager and City Clerk/Treasurer/Finance Director are authorized by the Municipal Council to make budgetary transfers within the departments established through this budget. All transfers between departments or funds or from fund balance may be made only by further action of the Municipal Council.

Department Head

Date

Clerk/Treasurer

Date

City Manager

Date

City Council

Date

[Signature] 6-12-20
Anna Soik 6/12/2020
Rachel R Smolinski 6/12/2020

ASSESSMENT CONTRACT FOR THE CITY OF ALPENA

THIS AGREEMENT, is made and entered into on this ____ day of June, 2020 between The, City of Alpena, hereinafter called "City", 208 North First Avenue, Alpena, MI 49707 and Berg Assessing & Consulting Inc., PO Box 25 Rogers City, MI 49779, hereinafter called the "Company", for assessment and maintenance work for City property effective July 1, 2020

IT IS THEREFORE MUTUALLY AGREED AS FOLLOWS:

1. The Company agrees to plan, administer and provide overall supervision of property appraisal programs for assessment purposes; maintain appropriate levels of qualified staff to ensure work is completed to achieve overall department goals. The company states it is familiar with the laws, regulations and directives regarding the appraisal of real and personal property for assessment purposes within the State of Michigan.
2. The Company has policies and procedures for staff in determining true cash value of assessable real and personal property including locating, identifying and inventorying quantity and characteristics of the property for determining the appropriate value and classification. During the term of this agreement, an Advanced Michigan Certified Assessing Officer shall act as the assessor of record and supervise the preparation of the assessment rolls, utilizing the services and personnel proposed herein during the term of this contract.
3. The Company agrees to provide advice to the City in the development of a public relations program which may be carried out by City staff under the direction of the City Manager. The Company shall be professional in manner, appearance and shall be trained in appraisal techniques. In addition, the City shall provide the Company with adequate identification indicating the Company's employees are authorized representatives of the City in the performance of the terms of this contract.
4. The Company agrees to respond to inquiries and requests for assessment information from the public, as well as the following:
 - A. To meet with City staff to answer questions and give advice;
 - B. To be available to assist with providing information and answering inquiries of taxpayers/residents/others.

- C. To serve as a liaison between the City and prospective business and industry investors; acts as a resource for City citizens by responding to inquiries and interpreting State laws.
 - D. To perform certain other functions as described herein, as agreed to by both parties.
5. The Company agrees to oversee maintenance of departmental files including property records/cards, physical data, legal descriptions, splits and combinations of parcels, ownership transfers, and strives to identify new/improved methods for carrying out the responsibilities of the department.
6. The Company agrees to represent the City in defending assessments appealed to the Michigan Tax Tribunal (MTT). The company shall be available to defend all assessments to the MTT as needed during this contract. The City agrees to provide legal defense for any Entire Tribunal appeals.
7. The Company agrees throughout the term of this contract to provide field inspections of all properties as necessary; to perform assessment ratio studies to determine true cash value; to perform personal property canvasses to ensure all personal property is equitably assessed; to update property records and ensure notification of annual assessment changes. All assessments completed by Company throughout the term of this contract will be in adherence to State Tax Commission procedures as to the valuation method, assessment manual, personal property multipliers, and general requirements. Company agrees to perform the duties of the certifying assessor for said City including but not limited to;
- A. Perform onsite inspections in order to determine the value of any new construction.
 - B. Maintain all of the City's assessment rolls, including ad valorem, specific tax rolls, and TIF rolls
 - C. Inspect, revise, and re-evaluate property record cards with new construction, demolition, and property splits.
 - D. Perform neighborhood market studies and land value analyses throughout the term of this contract.
 - E. Prepare assessment roll(s), all county and state equalization forms and requirements as determined by the State tax Commission.

- F. Provide digital photographs of all properties visited for maintenance purposes.
 - G. Working with the City Building Department to ensure all new property is equitably assessed.
 - H. Prepare all new property record cards in compliance with State Tax Commission requirements.
 - I. Attend, prepare, and work with all Boards of Review.
 - J. Assist City in establishment and maintenance of any IFT, DDA TIF, TIFA, Brownfield TIFs, CRA or other statutory tax incentive program as established by the legislature.
8. The Company agrees to meet with the City Manager and/or other designated staff of the City to review progress that the Company has made towards meeting the terms of this proposal/agreement, preparation of assessment rolls, and other matters the parties deem necessary to review. In addition, the Company will suggest any budgetary information necessary to upgrade and/or improve the City's assessment process.
9. The Company agrees to the following enhanced services:
- A. To use its best efforts to promptly respond to City staff requests.
 - B. To conduct up to two (2) workshops at City Hall during the term of this agreement to explain its services to City staff and discuss how the City and Company can work efficiently together.
 - C. To provide a regular means of updating ownership records from the Register of Deeds
 - D. To keep all tax exemption lists as accurate and up to date as possible
 - E. To implement courtesy email notifications for operational changes such as switching to a new database, frozen assessor roll, fieldwork, long term personnel changes, etc.
 - F. To coordinate with the City the best, most cost effective means to provide mass mailing, such as assessment notices.
 - G. At the direction of the City Clerk/Treasurer/Finance Director, prepare the pages of the City Annual Budget that are prepared by the Assessor. In the 2020/2021 Budget, these are pages 31 through 41.

10. The Company shall maintain at own expense during the term of this Contract the following insurance coverage:

A. Workers Compensation Insurance:

1. The Company shall maintain statutory workers compensation and employer's liability insurance. Limits shall be no less than \$500,000 for bodily injury by accident or \$500,000 each employee for bodily injury by disease, Dependent on the type of project the minimum coverage may be increased.

2. Waiver of Subrogation - The Company waives all rights against the City, its agents, public officials, employees, and volunteers for recovery of damages to the extent these damages are covered by workers compensation and employer's liability insurance obtained by the Company.

3. If the Company is self-insured for purposes of workers compensation, the Company must submit a copy of a current letter, permit, or certification issued by the appropriate state agency.

B. Commercial General Liability and Umbrella/Excess Liability Insurance

1. The Company shall maintain commercial general liability (CGL), and, if necessary, commercial umbrella/excess insurance with a limit of not less than \$1,000,000 each occurrence/\$2,000,000 aggregate. If the CGL insurance contains a general aggregate limit, such limit shall apply separately to this project. Projects of a larger scope that could or would impact the greater population may require a CGL of \$2,000,000 per occurrence and \$4,000,000 aggregate. The required amount of coverage will be included in the bid specifications.

2. CGL insurance shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract, including this contract.

3. The City shall be included as an additional insured under the CGL and under the commercial umbrella/excess, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance program afforded to the City. A copy of the certificate shall be provided to the City prior to the execution of the contract. On the Additional Remarks Schedule of the certificate it shall state: "The City of Alpena is an Additional Insured on the noted policies with respect to any contract

between the Named Insured and the Certificate Holder.” A sample Certificate of Liability Insurance form is attached to the end of this policy.

4. Waiver of subrogation - the Company waives all rights against the City and its agents, public officials, employees, and volunteers to the extent these damages are covered by the CGL or commercial umbrella liability maintained pursuant to this agreement.

C. Business Auto and Umbrella/Excess Liability Insurance

1. The Company shall maintain business auto liability and, if necessary, commercial umbrella/excess liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto, including owned, non-owned, and hired.

2. Waiver of subrogation - the Company waives all rights against the City and its agents, public officials, employees, and volunteers for recovery of damages to the extent these damages are covered by the business auto liability or commercial umbrella insurance obtained pursuant to this agreement.

D. Professional Liability Insurance (*for Professional Services*)

1. The Company/Professional shall maintain professional (Errors & Omissions) coverage with a limit of not less than \$1,000,000 per loss.

2. Such insurance shall cover damages arising out of a Wrongful Act including any error, omission, or negligent act committed in the performance of professional services for the City.

3. If coverage is written on a claims-made basis, the Company/Professional warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this contract; and that continuous coverage will be maintained or an extended discovery period (EDP) will be exercised for a period of 3 years beginning from the time that work under this Contract is completed. Company shall bear the expense of purchasing the EDP, if applicable. A copy of the certificate shall be provided to the City prior to the execution of this contract. On the Additional Remarks Schedule of the certificate it shall state: “The City of Alpena is an Additional Insured on the noted policies with respect to any contract between the Named Insured and the Certificate Holder.”

11. The Company shall not be held liable for any damages caused by strikes, explosions, war, fire or act of nature that might stop or delay the progress of work.
 12. City agrees that responses to the full MTT shall be prepared by the City's legal counsel. Should expert witnesses and/or preparation of respondent's valuations disclosures be necessary, the Company shall notify the City Manager, Finance Director and City Attorney of such requirement and work with them to arrange for expert witness and/or other preparation as necessary. The City agrees to pay the Company \$50 per hour for attending Michigan Tax Tribunal (MTT) small claims hearings, and \$50 per hour for preparation work and attendance at full MTT hearings.
 13. The City agrees that in addition to the responsibilities provided herein, the staff of the City shall provide full and reasonable cooperation to the Company in completion of the herein-stated services.
 14. The City and Company agree that the relationship of the City and Company is that of a client and contractor and not that of an employer and employee and should not be construed as such.
 15. The City agrees to provide office space within the City Hall. The office space shall be made available so as to not impede the performance of the department.
 16. In the event that the City shall not be in substantial compliance with the terms of this agreement, the Company shall give the City written notice of said breach and thirty (30) days to cure the breach. If the City fails to cure the breach within thirty (30) days after such notice, the Company may terminate this Contract immediately without further notice or liability to the Company, other than for permitted fees and expenses accrued through the date of termination.
 17. The City and Company agree that the Company shall neither assign nor transfer this agreement or any portion therein without first receiving written approval from the City.
 18. The City agrees to pay the Company as follows:
 - July 1, 2020 - June 30, 2021: \$84,996
 - July 1, 2021 - June 30, 2022: \$84,996
 - July 1, 2022 – June 30 2023: \$88,392
- The payments shall be made in twelve (12) equal installments due on the fifteenth (15th) day of each month, beginning July 1, 2020.

20. The City agrees to provide a dedicated phone line to the Company's office in Rogers City for staff and public use.
21. The City agrees to provide a dedicated email address to the Company's Rogers City Office.
22. The City agrees to provide business cards with the Company's phone number and the dedicated email address that will be provided by the City.
23. The City shall have the right to extend this contract for 3 additional one-year periods if both parties can mutually agree upon pricing. In no case shall the contract be extended beyond the additional 3 year period. If both parties cannot agree on prices for a contract extension, the existing contract will be allowed to expire and the contract will be rebid. If a full-time Assessor is hired by the City, the Company will assist with the transition for no less than 30 days.
24. **Termination for Breach of contract:** Either party may terminate this Agreement due to the other party's breach of this Agreement, such as failure to perform its duties, obligation, or responsibilities hereon (including, without limitation, failure to pay and provide reports as set forth herein). The parties agree that such breach will cause substantial damages to the party not in breach. Therefore, the parties agree to work together to mitigate the effect of any such breach. However, the non-breaching party may terminate this Agreement if such breach is not cured or sufficiently mitigated (to the non-breaching party's satisfaction) within sixty (60) days of notice thereof.
25. **Hold Harmless Agreement:** The Company shall defend and hold harmless the City, its employees, agents, public officials, and volunteers from and against any and all losses, damages, expenses, claims, suits, and demand of whatever nature resulting from damages or injuries, including death, to any persons or property, and including any claim for losses incurred by reason of project delay, impact (soft) costs, or other intangible losses incurred by reason from the Company's late or defective performance, cause by or arising out of any action, omission, or operation performed in connection with work attributable to the Company, or Sub-contractor, any material, any of their respective employees, agents, servants, or representative's provided, however, the Company shall not be required to indemnify the City, its employees, agents, public official, and volunteers for any damages or injuries, including death, to any person or property caused solely and exclusively by the negligence of the City, its employees, public officials, and volunteers.

26. **Additional Terms: (Revised to use term City rather than Municipality)**

A. Termination of Contract: To terminate this contract, without cause by either party, written notice shall be provided by February 1st of the calendar year and the contract will terminate on June 30th of that same calendar year without any further obligation other than fees and costs already occurred.

B. Travel Expenses: This contract includes travel expenses during the normal and expected workload as previously encountered. Normal workload includes routine permit inspections, any contractual agreement, and regularly scheduled meetings. Special meetings or projects may result in billable travel expenses. Any irregular travel requests by the City should be discussed prior to the request if it is regular or irregular.

C. Additional Workload: The City recognizes that laws/administrative rules may change and may impose additional special projects/workload to comply. Such items would require additional negotiated compensation. Charges may apply at a billing rate of \$75/hour for work outside the General Property Tax Act (GPTA) or assigned duties outside of the State Tax Commission/GPTA responsibilities. Any such additional workload shall be agreed to prior to its performance.

D. Communication and Customer Support: The City recognizes that the workload varies from time to time depending on the season/time of year. The primary method of contact to the Company will be via telephone at the main office number, (989) 734-3555. The Company will strive to respond to inquiries within 3 business days. The Company reserves the right to terminate verbal communication when a taxpayer becomes unprofessional and conduct future dialog via email or in writing. Further, the Company reserves the right to limit communications when the requests are outside of its policies. Any issues will be reported to the City Manager.

E. Document Delivery: The Company receives correspondence via email, fax, and USPS mail. In person deliveries are not accepted unless through the City location. Any documents submitted to the City or their representatives must be date stamped, envelope copied, and digitally transmitted to the Company's office within 3 business days. The office address for correspondence is PO Box 25, Rogers City, MI 49779. The Company is held to a standard by the state of Michigan, however, this information is the City's responsibility to get to the Company in a timely manner.

F. Recorded Documents/Deeds: A large responsibility of the Company's office is to update the property tax records based on ownership changes through recorded documents/deeds. These deeds are required, and the City agrees that any fees incurred from the County Register's office will be passed along to the City. The Company is held to a standard by the state of Michigan, however, this information is the City's responsibility to get to the Company's office in a timely manner.

G. Assessing Budget: The City should establish a miscellaneous budget for the assessor outside of regular/routine charges. This budget can be used by the Company for irregular and unexpected costs. The recommended line amount for this should be 10% of the assessing service contract. This can be used to cover Apex upgrades, special map printing, or other special one-time projects. The Company will request approval from the City Manager prior to authorizing such expenses.

H. Office Hours: The Company's office is in general operation Monday – Friday from 9am until 4pm, excluding any regular holidays. Company reserves the right to close the office periodically due to unforeseen circumstances. Any prolonged closures (beyond 2 days) will be communicated to the City. While the Company's office is working and generally available during these hours, it does not mean that the Company is contractually obligated to be answering calls immediately during these hours. It is understood that calling Company's office may result in a voicemail service.

I. Legal Advice: The Company is not allowed to give anything that might be considered legal advice. The Company's office does receive many questions that get into legal advice. There is a difference between pointing customers to the written laws and applying them or interpreting them. The Company can read the law, submit the law, copy/paste/send them the laws, but the Company is not allowed to provide legal advice by interpreting the written laws other than the existing guidance already published.

Signed and agreed to by the parties on the date first written above.

City of Alpena

By: Matthew J. Waligora
Its: Mayor

By: Anna Soik
Its: Clerk/Treasurer

Berg Assessing & Consulting Inc.

By:
Its:

By:
Its:

PREPARED BY:

William A. Pfeifer (P45263)
City Attorney



Memorandum

Date: June 9, 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: Contract Modification - 2019 CIP – Phase II

After completion of the CIP and budget process, it was discovered the alley between McKinley and Fair Street extended parallel with Washington Avenue has deteriorated more than anticipated. The original intent was for this alley to be repaired in fiscal year 2021-22. Over the past weekend, a portion of the existing sanitary main collapsed and required emergency repairs. When Suez attempted to camera the main to evaluate the condition of the rest of the sanitary main, they were unable to since the main being under water within the first few feet causing a surcharge in the line. This main has been an ongoing maintenance issue for several years requiring the line to be cleaned on an accelerated basis. As part of the sanitary sewer reconstruction, the intent was to pave this alley because of ongoing maintenance demands to the DPW caused by the number of homes which utilize this alley as access to their parking areas, as well as the need for the sanitary manholes to be exposed regularly.

Due to the collapse and subsequent discovery of the surcharge, we feel this main needs to be reconstructed as soon as possible. The current budget includes funds to replace the sanitary sewer in another alley bordered by Beech, Cedar and Miller in the amount of \$105,100. It is my recommendation, as City Engineer, to reallocate these funds to the McKinley/Fair alley at this time and subsequently, delay the Beech/Cedar/Miller alley repairs until fiscal year 2021-22.

Currently, we have an open contract for the 2019 CIP – Phase II with MacArthur Construction. This project is substantially completed and expected to come in under contracted amount. A contract modification can be issued to this contract for this alley repair expediting the project so repairs can be completed quickly. Adrian MacArthur of MacArthur Construction provided the following unit prices:



Item	Qty	Unit	Price	Extension
<u>Sanitary Sewer</u>				
Mobilization/Bond	1	Lsum	\$4,800.00	\$4,800.00
Sanitary Sewer, Sch 40, PVC, 8 inch, Tr Det B2	715	Ft	\$55.00	\$39,325.00
Sanitary Services	13	Ft	\$1,200.00	\$15,600.00
Dr Structures ,48 inch, with cover and casting	3	Each	\$3,500.00	\$10,500.00
Sanitary Sewer Tap, 8 inch	1	Each	\$800.00	\$800.00
Aggregate Base, 22A, Modified	13	Ton	\$1,000.00	\$13,000.00
Project Cleanup and Restoration	1	Lsum	\$19,000.00	\$19,000.00

<u>Street Repairs</u>				
Sidewalk, Conc, 6 inch	300	Sft	\$7.00	\$2,100.00
Driveway, Conc, 6 inch	60	Syd	\$45.00	\$2,700.00
Curb and Gutter, Conc, Det C4	60	Ft	\$25.00	\$1,500.00
HMA Approach	50	Ton	\$100.00	\$5,000.00
Total				\$109,525.00

<u>Alternate for Paving</u>				
HMA, 13A, Modified	200	Ton	\$77.00	\$15,400.00
Total with Alternate				\$124,925.00

The prices provided are comparable to the existing contract prices we are receiving considering the work to be completed is within the tight confines of this alley. Adequate funds for this project are available between the budgeted \$105,100 for alley repairs and the underrun anticipated on the 2019 CIP – Phase II project.

It is my recommendation, as City Engineer, to execute a contract modification with MacArthur Construction for the provided unit process totaling \$124,925 for the sanitary sewer reconstruction for the alley between McKinley and Fair Street extended parallel with Washington Avenue.

Attachments



Request for pricing _ Alley Change Order

Smolinski, Shannon <shannons@ALPENA.MI.US>

Mon 6/8/2020 5:58 PM

To: Adrian MacArthur <adrianmacarthur@hotmail.com>

Per our conversations today, I have determined the following approximate quantities for the alley between McKinley and Fair parallel with Washington Avenue.

Mobilization / Band

Sanitary Sewer

Sanitary Sewer, Sch 40, PVC, 8 inch , Tr Det B2
Sanitary Services
Dr Structures, 48 inch, with cover and casting
Sanitary Sewer Tap, 8 inch

715 Feet	\$22,500 55.00	4800
13 Each	1200	39325.00
3 Each	3500	15,600
1 Each	800	10,500
		800

Aggregate Base, 22A, Modified
Project Cleanup and Restoration

1000 ton	13	13,000
1 LSum	19,000.00	19000

Street Repairs

Sidewalk, Conc, 6 inch
Driveway, conc, 6 inch
Curb and Gutter, Conc, Det C4
HMA Approach

300 sft	7	2100
60 Syd	45	2700
60 Feet	25 25	1500
50 ton	\$100	5000

Alternate for Paving

HMA, 13 A, Modified

200 ton	77	15400
		<u>129,725.</u>

I spoke to Bruce at Goodrich earlier today. He did let me know he was willing to extend the price for the HMA surface to this change order, if you were willing.

Please let me know the prices at your earliest convenience. Let me know if you have any questions or concerns.

Thanks

Shannon

Thanks,

Adrian



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

Engineering

CONTRACT MODIFICATION

NO. 1

PROJECT: 2019 Capital Improvements Project Phase II

Sanitary sewer reconstruction for the alley between McKinley and Fair Street extended parallel with Washington Avenue.

ADD ITEMS:

Item	Qty	Unit	Price	Extension
<u>Sanitary Sewer</u>				
Mobilization/Bond	1	Lsum	\$4,800.00	\$4,800.00
Sanitary Sewer, Sch 40, PVC, 8 inch, Tr Det B2	715	Ft	\$55.00	\$39,325.00
Sanitary Services	13	Ft	\$1,200.00	\$15,600.00
Dr Structures ,48 inch, with cover and casting	3	Ea	\$3,500.00	\$10,500.00
Sanitary Sewer Tap, 8 inch	1	Ea	\$800.00	\$800.00
Aggregate Base, 22A, Modified	13	Ton	\$1,000.00	\$13,000.00
Project Cleanup and Restoration	1	Lsum	\$19,000.00	\$19,000.00

Street Repairs

Sidewalk, Conc, 6 inch	300	sft	\$7.00	\$2,100.00
Driveway, Conc, 6 inch	60	syd	\$45.00	\$2,700.00
Curb and Gutter, Conc, Det C4	60	Ft	\$25.00	\$1,500.00
HMA Approach	50	Ton	\$100.00	\$5,000.00

Total \$109,525.00

Alternate for Paving

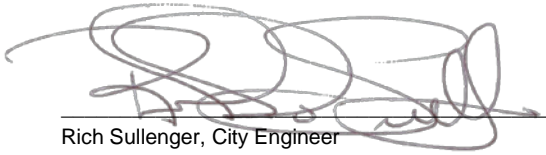
HMA, 13A, Modified	200	Ton	\$77.00	\$15,400.00
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Total With Alternate **\$124,925.00**



TOTAL CONTRACT DIFFERENCE: + \$124,925.00

*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

Rachel Smolinski, City Manager

Anna Soik, City Clerk/Financial Director/Treasurer



Memorandum

Date: June 10, 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: Community Defense Improvement Program Application Submittal

On May 15, 2020, the City was informed of a grant opportunity through the Defense Communities Infrastructure Program, DCIP. This program, with \$50,000,000 offered nationwide through the Office of Economic Adjustment, OEA, was established to assist communities located in support of defense communities, funding for infrastructure purposes. The Roosevelt Group and the Matrix Group are working with the OEA to assist in developing competitive applications.

The program has several requirements which must be met to be considered eligible for submittal. The projects must enhance the military value, resiliency, and military family quality of life. The City reviewed options and elected to propose the replacement of the clear wells at the Water Production Plant. The existing clear wells are 1922 and 1935 vintage and had extensive repairs completed in 2007 with these repairs expected to have a 15-20 year life. The estimated cost to replace these existing 500,000-gallon tanks with 2 new 750,000-gallon tanks.

After several web conferences and discussion, the consultants working on behalf of the OEA felt that the City's project was an ideal candidate for the grant and requested we prepare a full preliminary outline for submission. The consultants will take the information we provide, make minor modifications to ensure compliance with the requirements, and submit these to the Pentagon for full review. If we are deemed a successful project, we would be notified in August and then be required to submit a full application in September. If ultimately funded, the project would be available by the end of the year and must break ground within 12 months. The City is working with a consultant to prepare certain elements of the application that must be prepared by a third-party independent entity. With an application deadline of June 26, 2020, we must accelerate our documentation for this submittal.

As part of the submittal the City must provide documentation that whoever signs the application is authorized, on behalf of the governing body, to sign and submit on behalf

of the City. Thus, we will need a motion stating “Rachel Smolinski is authorized, by the Alpena Municipal Council to submit a proposal for funding through the Office of Economic Adjustments Community Defense Infrastructure Program on behalf of the City of Alpena. The signatory shall also have the authority to apply for assistance through this program”.

The costs for this program are still being determined at this time. A preliminary estimate placed the project at \$6,235,000, with the City providing a 20% match or \$1,247,000. Since that preliminary estimate, we have been able to reduce this overall cost for the project but still needs to be refined. This project, the replacement of the clear wells, is one the City will have to undertake in the next 7-10 years based on the condition and previous work performed in the tanks. Through this opportunity, the City may be able to fulfill this need at a portion of the cost.

