ALPENA CITY COUNCIL MEETING November 18, 2019 – 6:00 p.m. AGENDA

- 1. Call to Order.
- 2. Pledge of Allegiance.
- 3. Modifications to the Agenda.
- 4. Approve Minutes Regular Session of November 4, 2019.
- 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.

Bills to be Allowed, in the Amount of \$509,676.50.

- 7. Presentations.
- 8. Announcements.
- 9. Mayoral Proclamation.
- 10. Public Hearing.
- 11. Report of Officers.

Costs and Voter Turnout November 5, 2019 Election.

- 12. Communications and Petitions.
- 13. Unfinished Business.
- 14. New Business.
 - A. City Manager Contract.
 - B. Stump Grinding Bid Recommendation.
 - C. Portable Toilet Rental and Service Bid Recommendation.
 - D. Dumpster Service Bid Recommendation.
 - E. SUEZ Operations Contract Extension.

F. Site Control and Maintenance for Thunder Bay Riverfront Public Infrastructure Improvements.

G. Ambulance Request for Proposals Recommendation.

15. Adjourn.

Anna Soik City Clerk

COUNCIL PROCEEDINGS

November 4, 2019

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, Nielsen, and Hess.

Absent: None.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

MINUTES

The minutes of the open and closed sessions of the October 21, 2019 meeting

were approved as printed.

CONSENT AGENDA

Moved by Councilmember Nowak, seconded by Councilmember Nielsen, that the

following Consent Agenda items be approved:

- 1. Bills Allowed in the Amount of \$113,315.92 be Allowed and the Mayor and City Clerk Authorized to Sign Warrant in Payment of Same.
- 2. Mayoral Reappointment of Randy Boboltz and Matthew Wojda to the Planning Commission for 3-Year Terms Expiring on November 1, 2022.

Carried by unanimous vote.

HEALTH INSURANCE – 2020 OPT-OUT OF P.A. 152

Moved by Councilmember Nowak, seconded by Councilmember Nielsen, to opt-

out of the PA 152 health insurance shared cost options for 2020.

Carried by unanimous vote.

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ORDINANCE 19-451

Moved by Councilmember Nowak, seconded by Mayor Pro Tem Johnson, to approve Ordinance 19-451, an ordinance to rezone properties located at 409 S Ripley Blvd and 794 Clinton St from B-1 (Local Business District) and P-1 (Vehicular Parking District) to R-2 (One-Family Residential).

Carried by unanimous vote.

DEPARTMENT OF PUBLIC WORKS UNIFORM RENEWAL

Moved by Councilmember Nowak, seconded by Councilmember Nielsen, to award the three-year contract renewal to Thompson Linen Service for the supply and delivery of uniforms for the Department of Public Works for the years 2020-2022.

Carried by unanimous vote.

CITY HALL FIRE ALARM SYSTEM

Moved by Councilmember Nowak, seconded by Mayor Pro Tem Johnson, to award the fire alarm system to American Widget Company in the amount of \$15,750.

Carried by unanimous vote.

CITY HALL FIRE ALARM SYSTEM BUDGET AMENDMENT

Moved by Councilmember Nowak, seconded by Mayor Pro Tem Johnson, to approve the budget amendment that will transfer \$10,000 from the Light Department to the City Hall line item to cover the increase in the contract with American Widget Company.

Carried by unanimous vote.

THUNDER BAY RIVERFRONT PUBLIC INFRASTRUCTURE IMPROVEMENTS

Moved by Councilmember Nowak, seconded by Mayor Pro Tem Johnson, to

Page 3 Council Proceedings November 4, 2019

approve the proposal from Environmental Consulting & Technology, Inc. (ECT) subject to payment being provided by the Friends of the Thunder Bay National Marine Sanctuary to the City of Alpena.

Carried by unanimous vote.

ADJOURN

On motion of Mayor Pro Tem Johnson, seconded by Councilmember Nielsen, the Municipal Council adjourned at 6:25 p.m.

MATT WALIGORA MAYOR

ATTEST:

Leilan Bruning Deputy City Clerk

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INVOICE REGISTER

EXP CHECK RUN DATES 11/19/2019 - 11/19/2019 UNJOURNALIZED OPEN - CHECK TYPE: PAPER CHECK

VENDOR AIRGAS USA LLC ALPENA AGENCY INC ALPENA AREA CHAMBER OF COMM ALPENA COUNTY CLERK ALPENA COUNTY CLERK ALPENA COUNTY TREASURER ALPENA COUNTY TREASURER ALPENA COUNTY TREASURER ALPENA OIL CO INC ALPENA SUPPLY CO AMAZON CAPITAL SERVICES INC BALL TIRE & GAS INC BALL TIRE & CASTLE OIL COMPANY BEVERLY BODEM BLARNEY CASTLE OIL COMPANY BF BRUCE TILLINGER BS&A BUILDERS FIRST SOURCE CARQUEST AUTO PARTS CHARTER COMMUNICATIONS CHEBOYGAN CEMENT PRODUCTS INC CHEMTRADE CHEMICALS US LLC CONTROL SOLUTIONS INC	INVOICE #	DESCRIPTION	AMOUNT
AIRGAS USA LLC	9093860399	SUPPLIES - EMS DISP SUPPLIES - EMS DISP INSURANCE - SECOND AVE BRIDGE GMA TICKETS	72.12
AIRGAS USA LLC	9094059377	SUPPLIES - EMS DISP	100.02
AIRGAS USA LLC	9094457415	SUPPLIES - EMS DISP	26.92
AIRGAS USA LLC	9094559722	SUPPLIES - EMS DISP	231.78
AIRGAS USA LLC	9094729275	SUPPLIES - EMS DISP	26.92
AIRGAS USA LLC	9965810543	SUPPLIES - EMS DISP	20.70
ALPENA AGENCY INC	39068	INSURANCE - SECOND AVE BRIDGE	11,023.33
ALPENA AREA CHAMBER OF COMM	18825	GMA TICKETS	20.00
	326208	19-20 CONSORTIUM FEE	500.00
	110819	ELECTION ADMINISTRATIVE SUPPORT	240.35
	110119		7,959.00
	4789		280.00
	390331		20.29
	S100108/18 0001		20,295.70
ALI PENA SUPPLY CO	S100190410.0001 S100100526 001		2 /0
ALPENA SUPPLY CO	S100201094 001	SUPPLIES - CEMETERY	76 44
ALPENA SUPPLY CO	S100202628 001	SUPPLIES - CEMETERY	17.94
ALPENA SUPPLY CO	S100203363.001	MAINT - LOC ST	72.00
ALPENA SUPPLY CO	S100204930.001	SUPPLIES - PARKS	5.98
AMAZON CAPITAL SERVICES INC	1PCH-LW1G-JQKG	SUPPLIES - PUBLIC WORKS	279.18
AMAZON CAPITAL SERVICES INC	1PVT-PNQK-CRC6	SUPPLIES - IT	87.59
ANDREA LANIER	111219	DEMOLITION - 121 W HAMILTON	10,000.00
AWC	787B	SECURITY SYSTEM UPGRADE - CITY HALL	12,190.00
BALL TIRE & GAS INC	171419	VEH MAINT - POLICE	379.36
BALL TIRE & GAS INC	171511	VEH MAINT - DPW	15.00
BALL TIRE & GAS INC	171725	VEH MAINT - EMS	15.00
BALL TIRE & GAS INC	172352	VEH MAINT - POLICE	58.00
BALL TIRE & GAS INC	172913	VEH MAINT - DPW	398.73
BARBARA GOODBURNE	110619	BD OF CANVASSERS - ELECTION	40.70
	0161625		4,215.00
	110019	BD OF CANVASSERS - ELECTION	31.07
BLARNET CASTLE OIL COMPANT	57226087		240.00 2 474 20
	103110	MECHANICAL INSPIS/CS 10/10	1 012 00
BRUCE TILLINGER	103119 103119A	PLUMBING INSP SVCS 10/19	1,912.00
BS&A	125830	SUPPLIES - EMS DISP INSURANCE - SECOND AVE BRIDGE GMA TICKETS 19-20 CONSORTIUM FEE ELECTION ADMINISTRATIVE SUPPORT IT CONTRACTED SVCS 11/19 MOWING - CODE ENFORCEMENT VEH MAINT - EMS ELECTRIC CHEMICALS - SEWAGE VEH MAINT - DPW SUPPLIES - CEMETERY SUPPLIES - CEMETERY MAINT - LOC ST SUPPLIES - PARKS SUPPLIES - PUBLIC WORKS SUPPLIES - IT DEMOLITION - 121 W HAMILTON SECURITY SYSTEM UPGRADE - CITY HALL VEH MAINT - POLICE VEH MAINT - POLICE VEH MAINT - DPW VEH MAINT - DPW BD OF CANVASSERS - ELECTION BROOM SET/EXT BROOMS - #91/#94 BD OF CANVASSERS - ELECTION DIESEL FUEL - FIRE EQ GAS/FUEL - FIRE/EMS/EQ MECHANICAL INSP SVCS 10/19 INTERNET SVC/SUPPORT FEE - C/T/BLDG/AS	6,078.00
BUILDERS FIRST SOURCE	42763348	MAINT - LOC ST VEH MAINT - FIRE/EMS VEH MAINT - DPW VEH MAINT - DPW WATER TWR INTERNET SIGNALS STORES - CONCRETE ALUMINUM SULFATE - WATER BLDG MAINT - FIRE/EMS MAINT - PUBLIC SAFETY BLDG AMBULANCE REFUND	24.90
CARQUEST AUTO PARTS	391281	VEH MAINT - FIRE/EMS	12.75
CARQUEST AUTO PARTS	391962	VEH MAINT - DPW	101.66
CARQUEST AUTO PARTS	392119	VEH MAINT - DPW	4.35
CHARTER COMMUNICATIONS	2978 11/19	WATER TWR INTERNET SIGNALS	524.88
CHEBOYGAN CEMENT PRODUCTS INC	71824	STORES - CONCRETE	173.04
CHEMTRADE CHEMICALS US LLC	92759789	ALUMINUM SULFATE - WATER	4,488.66
CONTROL SOLUTIONS INC	10766	BLDG MAINT - FIRE/EMS	382.50
CONTROL SOLUTIONS INC	10860	MAINT - PUBLIC SAFETY BLDG	3,555.03
CORRINE KEHRING NELUMS	AP19-0487	AMBULANCE REFUND	25.00
CURTIS 1000 INC	5788983	SUPPLIES - POLICE/DDA	310.13
	102919		153.72
DE LAGE LANDEN FINANCIAL SERVICES	65614683	COPIER LEASE 12/19 - DDA	56.55
DONALD H GILMET DOUGLAS KRUEGER	103119 092619	MILEAGE 10/19	251.14 162.86
DOUGLAS KRUEGER	102519	MEAL REIMB - EMS MEAL REIMB - EMS	76.31
DTE ENERGY	111919	GAS	893.27
EAGLE SUPPLY CO	112963	SUPPLIES - FIRE/EMS	124.68
ELAINE FORTIER	110619	BD OF CANVASSERS - ELECTION	46.05
FAMILY ENTERPRISE EMBROIDERY	63373	T-SHIRTS - DDA	270.60
FITZPATRICK'S HARDWARE	5196167	SUPPLIES - POLICE	7.49
FITZPATRICK'S HARDWARE	5196176	SUPPLIES - FIRE/EMS	58.37
FITZPATRICK'S HARDWARE	5199736	SUPPLIES - FIRE/EMS	29.55
FRANCIS ROSINSKI	103119	ELECTRICAL INSP SVCS 10/19	3,340.00
FRANKS KEY & LOCK SHOP INC	30790	MAINT - FIRE/EMS	20.00
FRANKS KEY & LOCK SHOP INC	30685	BLDG MAINT - POLICE	90.00
FRANKS KEY & LOCK SHOP INC	30826	SUPPLIES - POLICE	3.50
FRONTIER	4175 11/19	TELEPHONE - FIRE/EMS	40.54
FRONTIER	5445 11/19	TELEPHONE - FIRE/EMS	75.24
FRONTIER	7204 11/19	ELEVATOR TELEPHONE - CITY HALL	57.60
FRONTIER	7430 11/19	ELEVATOR TELEPHONE - PUBLIC SAFETY	57.60
FRONTIER	9535 11/19	ALARM PHONE LINES - SEWER	515.64
GALLS LLC	14284587	UNIFORMS - FIRE/EMS	170.96
GBS GOVERNMENTAL BUSINESS SYSTEMS	19-37040	SUPPLIES - ELECTION	3,104.39
GLITZ & GLAMOUR BRIDAL & GIFTS	102819	UNIFORMS - FIRE/EMS	15.00

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INVOICE REGISTER

EXP CHECK RUN DATES 11/19/2019 - 11/19/2019 UNJOURNALIZED OPEN - CHECK TYPE: PAPER CHECK

VENDOR	INVOICE #	DESCRIPTION	AMOUNT
GREENWAY	103119	DUMPSTER CHARGES 10/19 TRAVEL EXPENSE - MGR MEAL REIMB - EMS SUPPLIES - IT MEAL REIMB - EMS MEAL REIMB - EMS WORK APPAREL ALLOW - PW SUPPLIES - CEMETERY MAINT - MAJ ST VEH MAINT #18 BD OF CANVASSERS - ELECTION REPLACE/INSTALL WATER VALVES SEW/WATER MAINS/I OC ST - MERCHANT ST	1,175.00
GREG SUNDIN	110219	TRAVEL EXPENSE - MGR	81.20
	440740	MEAL REIMB - EMS	15.00
HAROLD KNOPP INK AND TONER ALTERNATIVE JAMES STACHLEWITZ JEFFERY KING JOHN BRODZIAK L & S TRANSIT MIX CO L & S TRANSIT MIX CO LARRY'S TRUCK STUFF LINDA AYRES	18-8828	SUPPLIES - IT	74.99
JAMES STACHLEWITZ	110219	MEAL REIMB - EMS	136.54
JEFFERY KING	103019	MEAL REIMB - EMS	82.68
JOHN BRODZIAK	110419	WORK APPAREL ALLOW - PW	27.86
L & S TRANSIT MIX CO	58848	SUPPLIES - CEMETERY	48.20
L & S TRANSIT MIX CO	58872	MAINT - MAJ ST	19.00
LARRY'S TRUCK STUFF	13487	VEH MAINT #18	345.00
LINDA AYRES	110619	BD OF CANVASSERS - ELECTION	31.07
LINDA AYRES MACARTHUR CONSTRUCTION INC MACARTHUR CONSTRUCTION INC MACARTHUR CONSTRUCTION INC MADELEINE MCCONNELL	VALVA 2019-03	REPLACE/INSTALL WATER VALVES	76,500.00
MACARTHUR CONSTRUCTION INC	MERCH 2019-01	SEW/WATER MAINS/LOC ST - MERCHANT ST	168,230.85
MACARTHUR CONSTRUCTION INC	WRP 2019-01	WATER SUPPLY REPAIR - SEWER	27,135.00
MADELEINE MCCONNELL	110119	PARKING PERMIT REFUND - DDA	40.00
MASTERS & LALONDE SHOES	48346	UNIFORMS - POLICE	188.00
MASTERS & LALONDE SHOES	48424	UNIFORMS - FIRE/EMS	92.00
MASTERS & LALONDE SHOES	48474	UNIFORMS - FIRE/EMS	96.00
MASTERS & LALONDE SHOES	48556	UNIFORMS - FIRE/EMS	124.00
MASTERS & LALONDE SHOES	48562	UNIFORMS - FIRE/EMS	120.00
MASTERS & LALONDE SHOES	48613	BOOTS - FIRE/EMS	87.99
MBANK ALPENA MAIN	1803 11/19	LAND PURCHASE - DDA	1,328.59
MERIDIAN CONTRACTING SERVICES LLC	2005	SIDEWALK - NOAA SIGN	2,955.00
MERIDIAN CONTRACTING SERVICES LLC MICH ASSN OF AMBULANCE SERVICES MICHAEL C MISCHLEY	111419	2020 MEMBERSHIP FEE - EMS	1,200.00
MICHAEL C MISCHLEY	110619	SAFETY SHOE ALLOW - PKS	169.99
MICHAEL C MISCHLEY MICHAEL TOROK MICHIGAN CREDIT SERVICES MICHIGAN PIPE & VALVE MICHIGAN POLICE EQUIP CO MID MICHIGAN HEALTH	110719	MEAL REIMB - EMS	191.16
MICHIGAN CREDIT SERVICES	19150	SUBSCRIPTION - MANAGER	300.00
MICHIGAN PIPE & VALVE	T004102	MAINT - SEWER/WATER	65.00
MICHIGAN POLICE EQUIP CO	175172	AMMO - POLICE	1,200.00
MID MICHIGAN HEALTH	700000774 10/19	TB TEST/EMP PHYS - FIRE/EMS/PW	192.00
MID MICHIGAN MEDICAL CENTER-ALPENA	101119	SUPPLIES - EMS DISP	435.00
MILLER OFFICE MACHINES	AR8934	COPIER MAINT 10/19 - CH/PSF	879.88
MILLER OFFICE MACHINES	AR9065	SEW/WATER MAINS/LOC ST - MERCHANT ST WATER SUPPLY REPAIR - SEWER PARKING PERMIT REFUND - DDA UNIFORMS - POLICE UNIFORMS - FIRE/EMS UNIFORMS - FIRE/EMS UNIFORMS - FIRE/EMS BOOTS - FIRE/EMS LAND PURCHASE - DDA SIDEWALK - NOAA SIGN 2020 MEMBERSHIP FEE - EMS SAFETY SHOE ALLOW - PKS MEAL REIMB - EMS SUBSCRIPTION - MANAGER MAINT - SEWER/WATER AMMO - POLICE TB TEST/EMP PHYS - FIRE/EMS/PW SUPPLIES - EMS DISP COPIER MAINT 10/19 - CH/PSF SUPPLIES - DDA WORKERS COMP - QTR PAYMENT	37.66
MML WORKERS COMP FUND MUNICIPAL CODE CORPORATION NORTHERN CLEANING & MAINTENANCE	7408205	WORKERS COMP - QTR PAYMENT	27,935.00
MUNICIPAL CODE CORPORATION	00336068	YEARLY ORDINANCE INTERNET FEE	550.00
	110119	SUPPLIES - DDA WORKERS COMP - QTR PAYMENT YEARLY ORDINANCE INTERNET FEE MAINT - DDA SUPPLIES - LIGHTS SUPPLIES - FIRE UNIFORMS - POLICE SUPPLIES - CH/BLDG FSA MEDICAL REIMB 07-09/19 MEAL REIMB - EMS DAVEMENT MARKING - MAI/LOC ST	130.00
NORTHERN TOOL SALES & RENTALS	72207	SUPPLIES - LIGHTS	7.94
NORTHERN TOOL SALES & RENTALS NYE UNIFORM COMPANY OFFICE DEPOT PADDI LACROSS PHILIP CURLEY PK CONTRACTING INC PLANNING & ZONING CENTER INC PRIORITY ONE EMERGENCY PRIORITY ONE EMERGENCY	72074	SUPPLIES - FIRE	2.50
NYE UNIFORM COMPANY	718341	UNIFORMS - POLICE	111.00
OFFICE DEPOT	390183976001	SUPPLIES - CH/BLDG	167.20
	110619	FSA MEDICAL REIMB 07-09/19	97.47
	110619		24.75
	2019-01	PAVEMENT MARKING - MAJ/LOC ST SUBSCRIPTION - ATTY/MGR UNIFORMS - FIRE/EMS	25,700.91
PLANNING & ZUNING CENTER INC	111919 70059087		273.00
PRIORITY ONE EMERGENCY	70059087 70059112	UNIFORMS - FIRE/EMS UNIFORMS - FIRE/EMS	135.99
R & R FIRE TRUCK REPAIR	56045	VEH MAINT - FIRE EQ	79.99 198.42
R & R FIRE TRUCK REPAIR	56045	VEH MAINT - FIRE EQ	196.42
R W MERCER COMPANY INC	149939	MAINT - BOAT HARBOR	648.75
RESERVE ACCOUNT-PITNEY BOWES	149939	POSTAGE - MAIL MACHINE	2,000.00
ROWLEYS WHOLESALE	1104137-00	VEH MAINT - FIRE/EMS	157.93
RUTH DORR	AP19-2223C	AMBULANCE REFUND	150.00
SARAH SYLVESTER	110119	PARKING PERMIT REFUND - DDA	120.00
SARAH STEVESTER STANDARD ELECTRIC CO	4012917-00	MAINT - PUBLIC SAFETY BLDG	1,024.40
STANDARD ELECTRIC CO	4012917-00	MAINT - PUBLIC SAFETY BLDG	102.44
STANDARD ELECTRIC CO	4013523-00	MAINT - PUBLIC SAFETY BLDG	1,563.38
STANDARD ELECTRIC CO	4013523-01	MAINT - PUBLIC SAFETY BLDG	14.82
STEPHEN CRANE	AP19-1930	AMBULANCE REFUND	100.00
SUPERIOR IMAGE CLEANING	110419	CITY CUSTODIAL SERVICES	3,113.67
TELNET	181437	TELEPHONE	299.44
TEMPEST ENTERPRISES LLC	SCADA 2019-01	SCADA UPGRADES - WATER	21,485.43
THE ALPENA NEWS	DC1107 10/19	PUBLISHING/ADVERTISING	1,237.17
THE ALPENA NEWS	LC1107 10/19	PUBLISHING/ADVERTISING	185.35
THE GRIND-DING SHOP	137127	SUPP/MAINT - PKS/MAJ/LOC	93.91
THE UPS STORE 5054	110519	SHIPPING FEES	31.87
THOMPSONS LINEN SERVICE	70483 10/19	UNIFORMS-PW/CEM/PKS/EQ	352.83
THUNDER BAY ELECTRIC INC	228198	TRAFF SIGNAL MAINT - MAJ ST	52.61
THUNDER BAY ELECTRIC INC	228199	MAINT - LIGHTS	216.59
THUNDER BAY ELECTRIC INC	228208	BLDG MAINT - FIRE/EMS	613.93
THUNDER BAY ELECTRIC INC	228279	CONTRACTUAL SERVICES	985.32
TRUGREEN PROCESSING CENTER	112986841	MAINT - CEMETERY	38.05
TYLER ZARSKE	111219	DEMOLITION - 334 MCKINLEY	12,746.00
	-		,

INVOICE REGISTER

EXP CHECK RUN DATES 11/19/2019 - 11/19/2019 UNJOURNALIZED OPEN - CHECK TYPE: PAPER CHECK

VENDOR	INVOICE #	DESCRIPTION	AMOUNT
VERIZON CONNECT NWF INC	OSV1935547	VEHICLE TRACKER SVC 10/19 - EMS	37.90
VERIZON WIRELESS	9841203589	IPADS - GEN/FIRE/EMS	1,120.46
VISA/ELAN FINANCIAL SERVICES	1104 11/19	MGR INT/TR EXP/LATE FEE/INT CHG - MGR	709.38
VISA/ELAN FINANCIAL SERVICES	1790 11/19	TR EXP/DUES/LATE FEE/INT CHG - POL	156.31
VISA/ELAN FINANCIAL SERVICES	2432 11/19	TR EXP/BLDG MAINT/MBR DUES/LATE FEE/IN	1,814.27
VISA/ELAN FINANCIAL SERVICES	3610 11/19	SUPP/UTIL/PROMO/LATE FEE/INT CHG - DDA	1,297.86
VISA/ELAN FINANCIAL SERVICES	3660 11/19	MAINT/LATE FEE/INT CHG - CH/BLDG	477.43
VISA/ELAN FINANCIAL SERVICES	4503 11/19	SUPPLIES - PARKS	266.00
	6116 11/19	SUPP/TRAVEL EXP/LATE FEE/INT CHG - FIRE	493.90
VISA/ELAN FINANCIAL SERVICES	6134 11/19	MAINT/VEH MAINT - PKS/DPW	790.12
VISA/ELAN FINANCIAL SERVICES	7661 11/19	SUPP/FOOD/SERV/LATE FEE/INT CHG - C/T	148.55
WEX BANK	62218684	GAS/FUEL-POL/FIRE/EMS/EQ/SUEZ	2,335.90
WHITE WOJDA AND CURTIS	6564	ATTORNEY FEES - DDA	420.00
WITMER PUBLIC SAFETY GROUP	E1884323	HELMET - FIRE	256.97
WITMER PUBLIC SAFETY GROUP	E1888289	UNIFORMS - FIRE/EMS	72.98
WITMER PUBLIC SAFETY GROUP	E1892979	UNIFORMS - FIRE/AMB	20.82

Total:

509,676.50



Mem	oran	dum
mem	orun	uum

Date:	November 14, 2019
To:	Mayor Waligora and Municipal Council Members
From:	Anna Soik, Clerk/Treasurer/Finance Director
Subject:	Costs and Voter Turnout November 5, 2019 Election

1

The costs for the November 5th City Election totaled \$8,941. The costs for the election workers was significantly reduced as we had combined precincts and only 4-5 workers at each polling location.

The City had 8,264 registered voters at the time of the election, which is an increase of 62 voters since the August election. The voter turnout was 15% which equals 1,240 votes cast. Of that total, 329 votes or 26% were absentee ballots.

Of the 1,240 voters, 876 were aged 60 and older. There were 664 females that voted versus 576 males. The largest group of voters at 482 (38%) was once again comprised of females aged 60 and older.

Election Costs 11/05/19

GBS, Inc. (ballot printing/memory card) Board of Canvassers (milage/wages) Building costs: Alpena News Ads Certified mail costs

\$3,345.12
\$389.24
\$500.00
\$525.57

			DPW Lab	or			
Regular Hrs		Hourly Rate	Total	OT Hrs	Hourly Rate	Total	
	16	\$15.78	\$252.48	0	\$0.00	\$0.00	
	16	\$18.30	\$292.80	1.5	\$27.45	\$41.18	
	3	\$28.41	\$85.23				
	35		\$630.51	1.5		\$41.18	\$671.69
		DP	W Truck Ex	pense			
Van #3		11.5	\$10.83	\$124.55			
Truck #21		1.5	\$9.39	\$14.09			
							\$138.63

	(Clerical Work	ers			
Saturday OT Hrs			Electio	n Day OT H	Irs	
4	\$ 24.00	\$96.00	3.25 \$	24.00	\$78.00	
8	\$ 27.51	\$220.08	4.25 \$	27.51	\$116.92	
0	\$ 28.65	\$0.00	2.25 \$	2 8 .65	\$64.46	
		\$316.08	9.75		\$259.38	
Training Hrs						
0	24	\$0.00				
0	27.51	\$0.00				
0	28.65	0				
0		\$0.00			[\$575.46
ilection Workers Payroll w/Tra	ining Costs:				[\$2,795.02
				Grand Te	otal:	\$8,940.73

Not Included in this breakdown:

Cashier clerks time to assemble the chair packets/precinct supply boxes/setting up-tear down voter booths, clean-up boxes/supply boxes after election, Clerk & Deputy Clerk's time out to test election equipment, prepare ballot distribution, load laptops, visit each precinct on election day.

Total Registers Voters	8,264
Absent Voters	329
Voted at the Polls	911
Total Voted	1,240
Percentage Voted	15%

VOTER TURNOUT 11/05/2019 - NOVEMBER ALPENA CITY (01740)

	Ali	Voted	Percent	18-21	Voted	Percent	22-30	Voted	Percent	31-40	Voted	Percent	41-50	Voted	Percent	51-59	Voted	Percent	60+	Voted	Percent
WARD PRE	CINCT : 00	0001																			,
Males	1268	117	9.23%	41	0	0.00%	189	6	3.17%	251	8	3.19%	232	15	6.47%	216	25	11.57%	339	63	18.58%
Females	1325	122	9.21%	53	1	1.89%	204	4	1.96%	228	15	6.58%	190	8	4.21%	244	19	7.79%	406	75	18.47%
No Gender	0	0	0.00%	0	0	0.00%	0	0	0.00%	0	0	0.00%	0	0	0.00%	0	Ó	0.00%	0	Ō	0.00%
All	2593	239	9.22%	94	1	1.06%	393	10	2.54%	479	23	4.80%	422	23	5.45%	460	44	9.57%	745	138	18.52%
WARD PRE	CINCT : 00	0003																			
Males	560	105	18.75%	22	1	4.55%	60	0	0.00%	72	3	4.17%	78	11	14.10%	74	9	12.16%	254	81	31.89%
Females	808	124	15.35%	24	L	4.17%	62	2	3.23%	85	5	5.88%	91	4	4.40%	107	ģ	8.41%	439	103	23.46%
No Gender	0	0	0.00%	0	0	0.00%	0	0	0.00%	0	0	0.00%	0	0	0.00%	0	0	0.00%	0	Ó	0.00%
All	1368	229	16.74%	46	2	4.35%	122	2	1.64%	157	8	5.10%	169	15	8.88%	181	18	9.94%	693	184	26.55%
WARD PRE	CINCT : 00)0 04																			
Males	582	116	19.93%	23	ı	4.35%	58	0	0.00%	81	6	7.41%	74	7	9.46%	80	7	8.75%	266	95	35.71%
Females	763	146	19.13%	19	i.	5.26%	62	2	3.23%	93	8	8.60%	90	4	4.44%	114	15	13.16%	385	116	30.13%
No Gender	0	0	0.00%	0	0	0.00%	0	0	0.00%	Ō	0	0.00%	Ó	Ó	0.00%	0	0	0.00%	0	0	0.00%
All	1345	262	19.48%	42	2	4.76%	120	2	1.67%	174	14	8.05%	164	11	6.71%	194	22	11.34%	651	211	32.41%
WARD PRE	CINCT : 00	005																			
Males	606	134	22.11%	17	1	5.88%	69	3	4.35%	100	6	6.00%	94	12	12.77%	89	17	19.10%	237	95	40.08%
Females	716	151	21.09%	21	Ó	0.00%	72	4	5.56%	84	6	7.14%	116	18	15.52%	112	14	12.50%	311	109	35.05%
No Gender	0	0	0.00%	0	0	0.00%	0	0	0.00%	0	0	0.00%	0	0	0.00%	0	0	0.00%	0	0	0.00%
All	1322	285	21.56%	38	I	2.63%	141	7	4.96%	184	12	6.52%	210	30	14.29%	201	31	15.42%	548	204	37.23%
WARD PRE	CINCT : 00	006																			
Males	761	104	13.67%	21	L	4.76%	118	2	1.69%	153	13	8.50%	118	9	7.63%	119	19	15.97%	232	60	25.86%
Females	875	121	13.83%	25	1	4.00%	106	3	2.83%	130	12	9.23%	148	11	7.43%	148	15	10.14%	318	79	24.84%
No Gender	0	0	0.00%	0	0	0.00%	0	0	0.00%	0	0	0.00%	0	0	0.00%	0	0	0.00%	0	Ó	0.00%
All	1636	225	13.75%	46	2	4.35%	224	5	2.23%	283	25	8.83%	266	20	7.52%	267	34	12.73%	550	139	25.27%
GRAND 1	FOTALS:					_				<u> </u>					NH						
Males	3777	576	15.25%	124	4	0.00%	494	н	2.23%	657	36	5.48%	596	54	9.06%	578	77	13.32%	1328	394	29.67%
Females	4487	664	14.80%	142	4	1.89%	506	15	2.96%	620	46	7.42%	635	45	7.09%	725	72	9.93%	1859	482	25.93%
No Gender	0	0	0.00%	0	0	0.00%	0	0	0.00%	0	0	0.00%	0	0	0.00%	0	0	0.00%	0	0	0.00%
All	8264	1240	15.00%	266	8	3.01%	1000	26	2.60%	1277	82	6.42%	1231	99	8.04%	1303	149	11.44%	3187	876	27.49%



Memorandum

Date:	November 18, 2019
То:	Mayor Waligora and Members of City Council
From:	Kathy Himes, Human Resources Director
Subject:	Rachel Smolinski Pre-Employment Screening

City policy requires all future employees to have a full background check, psychological evaluation, drug screen, and full physical prior to their employment start date and ratification of any employment agreement.

During the last several weeks, a background check for Rachel Smolinski was performed by Detective Sergeant Steve Davis and me. Additionally, she traveled to Southfield for a psychological evaluation with Doctor Linda Forsberg, PhD., and she went through a gamut of physical testing with Alpena Family Practice of MidMichigan. All requirements have been met successfully with no concerns for appointment of Rachel Smolinski for the position of Alpena City Manager.

This is a very thorough process of which I am confident in the results. However, if you have any questions, I am happy to answer those for you.

EMPLOYMENT AGREEMENT

The City Council of Alpena, Michigan, (the "City" or "City Council") agrees to employ Rachel Smolinski ("Employee" or "City Manager") as its City Manager effective December 23, 2019. Employee will start work on December 9, 2019 and Employee agrees to work as the City Manager of Alpena, Michigan, and devote their best efforts to such duties.

1. <u>Duties of City Manager</u>. The duties of the City Manager shall be as specified in the Alpena City Charter and City Code, plus any other duties assigned by the City Council from time to time, consistent with the position of City Manager. To discharge the functions of the office of City Manager, early morning, luncheon, nighttime, and weekend meetings and activities may occur outside regular office hours that require the City Manager's attendance. Employee shall conduct himself in a professional manner, including but not limited to conformance with the ICMA Code of Ethics and Guidelines.

2. <u>Compensation</u>. Employee shall be paid an annual salary of \$95,000. Subsequent pay increases will be the same percentage as granted to the City's administrative employees.

3. <u>Performance of City Manager</u>. Employee's performance shall be reviewed each year by the City Council at least once between March 1 and May 31.

4. <u>Employee Benefits</u>. Employee shall receive employee benefits equivalent to those received by the City's department heads and administrative employees with the same years of service. Employee's original benefits shall be prorated for the period of December 9, 2019 through June 30, 2020. Employee's vacation shall be a total of 14 days the first year that this contract is in effect and shall increase by 2 days per year thereafter until employee reaches 20 days of vacation. Thereafter it shall remain at 20 days unless the parties further agree otherwise.

Employee shall be allowed, when available, the use of a fleet car for out-of-town travel consistent with City policy. If employee uses her personal vehicle for out-of-town travel for City related business, she shall be reimbursed for mileage consistent with City policy.

5. <u>Retirement</u>. Employee shall be included in the City's Retirement Plan-Defined Contribution Plan, subject to its terms, the same as the City's department heads and administrative employees with the same years of service.

6. <u>Membership and Professional Development</u>. The City shall pay for Employee's:

a. ICMA dues and subscriptions, plus appropriate expenses in connection with attendance at one ICMA conference per year; and

b. MLGMA dues and subscription, plus appropriate expenses in connection with attendance at one MLGMA conference per year.

c. Additional professional organizations as agreed to by the parties.

7. <u>Civic Organizations and Responsibilities</u>. The City encourages membership of the City Manager in local civic organizations and in executing civic responsibilities. The City agrees to reimburse the City Manager for dues and reasonable expenses incurred in membership in one local recognized civic organization involved in public service.

In addition, the City Manager shall have the discretion to expend an amount not to exceed Five Hundred Dollars (\$500.00) per year to participate in, or attend, those civic events or functions which appropriately assist the City Manager to meet these civic responsibilities.

8. <u>Assignment</u>. This Agreement is not assignable by either party.

9. <u>Waiver of Breach</u>. A waiver by the City of a breach by the City Manager for any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by the City Manager.

10. <u>Non-Discrimination</u>. The City Manager agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, marital status or other legally protected status. Breach of this covenant may be regarded as a material breach of this Agreement.

11. <u>Termination</u>.

a. Employee serves at the pleasure of the City Council. The City Manager's employment may be terminated by the City Council at any time with or without cause.

b. In the event the City Council terminates this Employment Agreement without cause, Employee shall be entitled to three (3) months' pay and benefits. The City Council may terminate the Employment Agreement for cause immediately upon written notice to Employee. For purposes of this Section, "cause" means:

- Indictment for or conviction (including a plea of no contest) of:
 - (i) an illegal act involving personal gain,
 - (ii) a felony. Or
 - (iii) a misdemeanor involving moral turpitude;
- Fraud or theft;
- Falsification of records for personal profit, to grant special privileges, or to obtain employment;
- Willful misuse or gross negligence in the handling of City funds;
- Willful or wanton destruction of property;

- Engaging in a conflict of interest;
- Request or acceptance of gifts in exchange for favors or influence;
- Sexual or other forms of inappropriate harassment; or
- Any other act that would justify termination under the City's Employee Handbook as amended from time to time.

c. Employee may terminate this Employment Agreement at any time without cause and shall provide at least thirty (30) days' notice of termination. Employee may terminate this Employment Agreement for cause immediately upon written notice to the City Council.

d. At termination of City Manager's employment, the City Manager will receive the same payout as other administrative employees.

12. **Dispute Resolution.** In the event of any dispute between the parties that cannot be resolved between them, the parties agree to submit such dispute to binding arbitration before a single arbitrator selected through the American Arbitration Association. Such arbitration shall be held in Alpena, Michigan, and conducted under the rules of the American Arbitration Association. Any claim for arbitration must be filed within one (1) year of the event giving rise to the dispute.

13. <u>Amendments/Modification/Total Agreement</u>. This agreement contains the entire understanding of the parties. All amendments or modifications to this Agreement must be in writing and signed by both parties to be effective.

14. **<u>Relocation costs</u>**. The City will reimburse the employee up to \$ 3,000.00 dollars actual cost for the purpose of employee's relocation to the Alpena area. Employee shall provide by receipt proof of the expenses for reimbursement.

Rach	el Smolinski	Date:	
CITY	OF ALPENA		
		Date:	
By: Its:	Matthew J. Waligora Mayor		
		Date:	
By: Its:	Anna Soik City Clerk/Treasurer/Finance Director		



Memorand	้นท

Date: November 8, 2019

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

Copy: Greg Sundin, City Manager

From: Rich Sullenger, City Engineer

Subject: Stump Grinding Bid Recommendation

On November 5, 2019, the City received and opened bids for the Stump Grinding Project. Bid documents were sent to (5) five vendors and made available on the City's website with two bids received as follows:

Bidder	Qty.	2020	2021	2022
A-1 Tree Service Alpena, MI	Per Stump	\$160	\$160	\$160
Hume Tree Service Oscoda, MI	Per Stump	\$200	\$200	\$200

A-1 Tree Service, being the low bidder has also provided outstanding service as well as an exceptional working relationship for many years with the City providing stump grinding and also providing bagged lawn material pickups throughout the City. As there has been no increase of price per stump from the previous year the contract was bid out and for the duration of the proposed contract, it is my recommendation, as City Engineer, to award the Stump Grinding Project to A-1 Tree Service for the as-bid unit prices of \$160, per stump for a (3) three year period with the possibility of a one (1) year contract renewal.

Attachments

H:\Engineering\Public Works\Stump Grinding\2020\Stump Grinding Bid Recommendation Council Memo.docx



City of Alpena

Bid Name: <u>Stump Grinding</u>

Bid Open Date: <u>November 5, 2019 @ 2:00 P.M.</u>

Bidder	Addendum	Bid Security	Base Bid	Remarks
A-1 Tree Service Alpena, MI	N/A		2020 - \$160.00 2021 - \$160.00 2022 - \$160.00 (price per stump)	
Hume Tree Oscoda, MI	N/A		2020 - \$ 2.00, 80 2021 - \$ 200, 80 2022 - \$ 200, 00 (price per stump)	

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

Bids Due: November 5, 2019 Time: 2:00 p.m.

BID LIST Stump Grinding

Alpena Co. Tree & Forest 14685 Hubbard Lake Road Hubbard Lake, MI 49747 Ph: 989-727-2024

A-1 Tree Service 7437 Wallace Road Alpena, MI 49707 Ph: 989-354-5707 info@a1-treeservice.com

Hume Tree & Stump Removal 5146 Wells Road Oscoda, MI 48750 Ph: 989-305-0887 <u>Hume1010@gmail.com</u>

Thunder Bay Tree Service 1172 Halley Road Alpena, MI 49707 Ph: 989-356-9468 thunderbaytree@gmail.com

Fair & Square - Lawn Care and Tree Service 4541 US 23 N Alpena, MI 49707 Ph: 989-464-0911



14.C.

Memorandum	

Date:	November 8, 2019
To:	Anna Soik, City Clerk/Treasurer/Finance Director
Сору:	Greg Sundin, City Manager
From:	Rich Sullenger, City Engineer
Subject:	Portable Toilet Rental and Service Bid Recommendation

On November 5, 2019, the City received and opened bids for providing and servicing portable toilets used throughout the City. Bid documents were sent to (4) four vendors and posted on the City of Alpena's website. One bid was received from Hall's Serv-All. Hall's Serv-All has been providing this consistent service for the City for many years.

Currently the City is paying a monthly rate of \$76.31 for each standard unit and \$107.97 for each handicap unit. Hall's Serv-All has proposed lower monthly rates for each of the three years of the proposed contract than what the City is currently paying in 2019 as indicated on the spreadsheet below for price comparison.

Standard Unit		<mark>Submitted</mark> Bid Prices	Handicap-Accessible Unit		Submitted Bid Prices	
2017 Monthly		Year 2020	2017		Year 2020	
Rate	\$74.80	<mark>\$70.00</mark>	Monthly Rate	\$105.84	<mark>\$100.00</mark>	
2018 Monthly		Year 2021	2018		Year 2021	
Rate	\$75.55	<mark>\$72.00</mark>	Monthly Rate	\$106.90	<mark>\$102.50</mark>	
2019 Monthly		Year 2022	2019		Year 2022	
Rate	\$76.31	<mark>\$74.00</mark>	Monthly Rate	\$107.97	<mark>\$105.00</mark>	
S ,	During Special Events the City, upon request, may require additional cleaning and servicing of portable toilets.					
	Standard	<mark>Submitted</mark>	Handicap Accessible	Submitted		
	Unit	<mark>Bid Prices</mark>	Unit	<mark>Bid Prices</mark>		
1 Additional Cleaning & Servicing Per Week	\$18.70	<mark>\$17.50</mark>	\$26.46	<mark>\$25.00</mark>		
2 Additional Cleaning & Servicing Per Week	\$37.40	<mark>\$35.00</mark>	\$52.92	<mark>\$50.00</mark>		

It is my recommendation, as City Engineer, to award the contract for supplying portable toilets throughout the City to Hall's Serv-All for the as-bid unit prices for the years 2020, 2021, and 2022, with a possibility of a (1) one year contract extension if both parties can agree on pricing.

Attachments



City of Alpena

Engineering Bid Name: Portable Toilet Rental & Service Bid Open Date: November 5, 2019 @ 2:00 <u>P.M.</u>

Bidder	Addendum	Bid Security	Base Bid	Remarks
Hall's Serv-All Posen, Ml	N/A		2020 Standard/Handicap _{100.06} \$70.00 \$70.00 \$70.00 \$70.00 2021 Standard/Handicap \$72.00 \$102.50 2022 Standard/Handicap \$74.00 \$105.06	
			2020 Standard/Handicap \$ \$ 2021 Standard/Handicap \$ \$ 2022 Standard/Handicap \$ \$	

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

HALL'S SERV-ALL

10427 S Leer Rd., Posen, MI 49776 Phone: (989) 379-3054 | Fax: (989) 379-2607

November 5th, 2019

City of Alpena 208 N. First St. Alpena, MI 49707 (989) 354-1700

Attention: Matthew J. Waligora, Mayor Anna Soik, City Clerk William Pfeifer, City Attorney

Re:

Request for Sealed Bids for the City of Alpena Project: Portable Toilet Rental and Service

Dear diligent representatives of the City of Alpena,

Hall's Serv-All has proudly served the City of Alpena by providing portable toilet rental services for the previous six years. Additionally, we're honored to have provided our services for a majority of the years prior to that. We strongly value our relationship and look forward continuing our commitment to cleanliness, responsiveness, and quality of service to the city for many more years to come.

We would also like to devote our focus in the following years to systematic and continuous improvement. We are always open to feedback and would eagerly accept the opportunity to answer questions or discuss how our partnership can progress into the future.

Best regards,

Hall's Serv-All Team

BID PROPOSAL

I. <u>The Following Proposal is Hereby Made to:</u>

The City of Alpena, 208 N. First Avenue, Alpena, Michigan, 49707.

II. Evaluation Section

Please attach pages in accordance with the section "Evaluation". Failure to provide this information shall make the bid ineligible.

III. Stipulated Amount

2 Additional Cleaning & Servicing Per Week

The Undersigned hereby proposes and agrees to furnish all necessary labor, tools, apparatus and other means of construction, and do all the work, for the unit prices named in the itemized bid to complete the work herein described for the City of Alpena all in accordance with the specifications and other contract documents prepared by the City of Alpena Engineering Department.

Prices and notations must be made on the bid sheets following this page in ink or typed. Prices shall be for new items only unless specified otherwise. Any form of pricing corrections made to the proposal by the bidder prior to submission should be initialed in ink by the person signing the proposal.

The City of Alpena shall perform a mathematical check. In the event that a total is incorrect for any one or more items, the unit price recorded for that item will be multiplied by the bid quantity to obtain a new item and project total.

Standard Unit		Handicap- Accessible Unit		
\$ 70.00	2020 Monthly Ra	te \$ 100.00		
\$ 72.00	2021 Monthly Ra	te \$ 102.50		
\$ 74.00	2022 Monthly Ra	te \$ 105.00		
••••				
	Standard Unit	Handicap Accessible Unit		
	\$ 72.00 \$ 74.00 he City, upon request, ma	\$ 70.00 2020 Monthly Ra \$ 72.00 2021 Monthly Ra \$ 74.00 2022 Monthly Ra he City, upon request, may require servicing of portable toilets.		

\$ 35.00

\$

50.00

No fuel, freight, or any surcharges over and above the unit prices established in the bid will be paid by the City of Alpena.

Bids Due: November 5, 2019 Time: 2:00 p.m.

BID LIST Portable Toilet Rental and Service

Alpena Septic Service 4210 W. Hubert Road Spruce, MI 48762 (989) 727- 4205

Hall's Serv-All 10427 South Leer Road Posen, MI 49776 (989) 379-3054

Jones Septic Tank Cleaning 11343 Long Rapids Road Lachine, MI 49753 (989) 379-3643

Abbott Bernard Septic Cleaning & Porta-Jon, Inc. 10786 Nicholson Hill Road Hubbard Lake, MI 49747 (989) 727-2702





Date: November 8, 2019

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

Copy: Greg Sundin, City Manager

From: Richard O. Sullenger, City Engineer

Subject: Dumpster Service Bid Recommendation

On November 5, 2019, the City received and opened bids to provide the necessary dumpsters, emptying of dumpsters, emptying of trash cans and the supply of liners to areas throughout the City. Bid documents were sent to (3) three vendors as well as posted on the City's website with (2) two bids received as follows:

		Proposed Contract Renewa			
Item L & N Disposal	Current 2019 Unit Price	2020 Unit Price	2021 Unit Price	2022 Unit Price	
Price Per Cubic Yard	\$4.75	\$6.50	\$6.75	\$7.00	
Price Per Can	\$1.75	\$2.50	\$2.50	\$2.50	
Waste Management Wixom, MI – Declined to Bid					

L & N Disposal has indicated a \$1.75 price per cubic yard increase and a \$0.75 price increase per can for the first year. A \$0.25 price per cubic yard increase for each additional year has been requested although the \$2.50 price per can remains the same for years 2021 and 2022 of the proposed contract.

Upon review of the proposed bid prices and considering the service the City has received from L & N Disposal in the past, it is my recommendation, as City Engineer, to award the contract to L & N Disposal for the unit prices provided for a (3) three year period with the possibility of a (1) one year contract renewal.

Attachment



City of Alpena

Bid Name: Dumpster Services

Bid Open Date: <u>November 5, 2019 @ 2:00 P.M.</u>

Bidder	Addendum	Bid Security	Base Bid		Re	marks	
L & N Disposal / Greenway Alpena	N/A		Cubic Yard Per Can	2020 \$6.50 \$2.50	2021 \$6.75 \$2.50	2022 \$7.00 \$2.50	
Waste Management Wixom, MI	N/A		Cubic Yard Per Can	2020 \$ \$	2021 \$ \$	2022 \$ \$	Declined to bid
							_

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

Bids Due: November 5, 2019 Time: 2:00 p.m.

BID LIST Dumpster Services

Jewell's Disposal Service 9328 Salina Road Posen, MI 49776 (989) 379-4771

Greenway/ L & N Disposal 1298 US 23 N Alpena, MI 49707 (989) 464-7336

Dynamic Waste Solutions PO Box 625 Alpena, MI 49707 (989) 341-4397





Date: November 11, 2019

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

Copy: Greg Sundin, City Manager

From: Rich Sullenger, City Engineer

Subject: SUEZ Operations Contract Extension

Mike Glowinski has provided the attached operations contract renewal request for utility operations. The current agreement is slated to expire on June 30, 2020. The renewal requested, a four-year extension as delineated in the contract, would extend the operations contract to June 30, 2024.

The contract extension, if approved, would also extend the current compensation adjustment clause which sets any increase in labor compensation to the same percentage as the increase approved by City Council for our Public Works staff. No additional compensation increase has been requested as part of this renewal.

Within the amendment six (6) as submitted, SUEZ personnel have attempted to clean up language within the agreement. I have attached a copy of the 1988 agreement for reference as this amendment makes reference to this original agreement.

The City has been working with SUEZ personnel under previous names and ownership since July of 1986. While personnel change over time, Mike Glowinski has been the project manager since the inception of the contract. The City has developed an outstanding working relationship with the SUEZ employees working in benefit of the City. The long-term relationship which exists has been a benefit to City staff and the citizens of the City due to their familiarity of the utility operations.

Suez staff has stepped up and works hand in hand with City employees to ensure the best services possible are provided to the customer. In many instances, SUEZ employees provide additional services, not required by the contract, in support of City staff and to ensure the best possible outcome for the project. City staff looks to the appropriate SUEZ employees to ensure compliance with state mandates, obtain the best possible pricing for utility purchases, and to solicit input for capital improvements. While a contractor of the City, they are looked upon more as a fellow staff member in day to day operations.

Based on the mutual benefit to both the City and SUEZ, it is my recommendation, as City Engineer, that City Council authorize a four-year extension of the SUEZ contract authorizing the Mayor and City Clerk to execute the agreement on behalf of the City. This contract extension would be for the period from July 1, 2020 through June 30, 2024.

Mike Glowinski will have a short presentation at the time of this agenda item.

Attachments



AMENDMENT SIX TO OPERATION AND MAINTENANCE AGREEMENT FOR CITY UTILITY SERVICES

THIS AMENDMENT NO. 6 ("Amendment No. 6") is made to the Operation and Maintenance Agreement, as amended ("Agreement") by and between the City of Alpena, a Michigan municipal corporation with an address of 208 N. First Avenue, Alpena, Michigan 49707 ("Client") and SUEZ Water Environmental Services Inc., with a corporate address at 461 From Road, Suite 400, Paramus, NJ 07652 ("SUEZ"; formerly named United Water Environmental Services Inc.), (each a "Party" and together, the "Parties") dated as of July 1, 1992.

WITNESSETH:

WHEREAS, SUEZ and Client are parties to the Agreement, under which SUEZ provides operation and maintenance of the Client's water and wastewater treatment plants (the "Facilities"); and

WHEREAS, the Agreement had an initial term of four (4) years commencing on July 1, 1992, with an option to extend the Agreement for additional terms of four (4) years upon the mutual agreement of the Parties; and

WHEREAS, the Agreement has been modified by the following amendments:

- 1. An amendment dated July 26, 1996 to extend the term of the Agreement for an additional four (4) year term,
- 2. An amendment dated May 22, 2000 to extend the term of the Agreement for an additional four (4) year term,
- 3. An amendment dated June 21, 2004 to extend the term of the Agreement for an additional four (4) year term and provide for inflation adjustments to certain monthly compensation,
- 4. An amendment dated March 17, 2008 to extend the term of the Agreement for an additional four (4) year term,
- 5. An amendment referred to as Amendment No. 1, dated April 16, 2012 to extend the term of the Agreement for an additional four (4) year term, add a "Meter Change Out Program and Billing System Upgrade" to SUEZ's scope of services, and make other changes to the Agreement,
- 6. An amendment dated June 30, 2012 to delete a reference to backup at a laboratory in Grand Rapids and to add a residency requirement for newly hired employees,
- 7. An amendment referred to as Amendment No. 3, dated May 31, 2014 address cost changes due to the "Meter Change Out Program and Billing System Update" completed pursuant to Amendment No. 1 described above, and
- 8. An amendment referred to as Amendment No. 4 to add water and wastewater utility locates to SUEZ's scope of services; and
- 9. An amendment referred to as Amendment No. 5 to adjust maintenance compensation; and

WHEREAS, SUEZ and Client wish to extend the Agreement for an term of four (4) years

and made additional changes to the Agreement;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Parties agree as follows:

1. Article I, Section 1.10 is hereby DELETED and REPLACED with the following new Article I, Section 4.10:

"1.10 SUEZ will provide and maintain at all times during the term of this Agreement the following insurance coverages:

(a) Workers Compensation Insurance in compliance with the statutes of the State which has jurisdiction of SUEZ employees engaged in the performance of series hereunder and Employers' Liability with a limit of ONE MILLION DOLLARS (\$1,000,000);

(b) General Liability Insurance with a combined single limit of TWO MILLION DOLLARS (\$2,000,000), including the broad form property damage endorsement; and

(c) Automobile Liability Insurance (owned, non-owned, or hired units) with a combined single coverage limit of ONE MILLION DOLLARS (\$1,000,000).

SUEZ will furnish the Client with Certificates of Insurance as evidence that policies providing the required coverages and limits are in full force and effect. Such policies shall provide no less than thirty (30) days advance notice of cancellation, termination, or material alteration shall be sent directly to SUEZ and the Client.

2. Article II, Section 2.01(g) is hereby DELETED and REPLACED with the following new Article II, Section 2.01(g):

"(g) Client shall be responsible for damage and liability to the Facilities or components thereof caused by flood, fire, Acts of God or other force majeure, civil disturbance, or misuse of property cause other than solely by the negligent acts, errors or omissions of SUEZ. Client shall maintain in full force and effect automobile liability and collision coverage for Client owned, non-owned or hired vehicles;"

3. The unnumbered paragraph at the end of Exhibit B is hereby DELETED and REPLACED with the following new paragraph:

"Contractor is responsible for all fuel and maintenance costs for these items of equipment. City will maintain insurance coverage on all items of equipment listed above. Such policy of insurance shall include a waiver of subrogation in favor of SUEZ and its insurance carriers. The above rates shall be increased by three percent (3%) on July 1 of each year on the anniversary of the Effective Date of this agreement."

4. Article IV, Section 4.01 is hereby DELETED and REPLACED with the following new Article IV, Section 4.01:

"4.01 This Agreement shall remain in full force and effect from the Effective Date (as stated herein) until June 30, 2024, unless terminated earlier as provided for herein in Article V."

5. Article IV is hereby AMENDED to include the following Article IV, Sections 6.09, 6.10, and 6.11:

"6.09 Additional costs of operation and maintenance associated with a change in applicable law shall be equitably adjusted by the parties.

6.10 Except for payment of compensation, a party's performance under this Agreement shall be excused if, and to the extent that, the party is unable to perform because of Acts of God or other force majeure. In the event of any such Act of God or other force majeure, the party claiming relief from performance shall promptly notify the other party of the existence of same, shall perform those services under the Agreement that are not affected, and shall be required to resume performance of its obligations under this Agreement upon the termination of the Act of God or other force majeure. The compensation to the Company shall be equitably adjusted for any increase or decrease in the Scope of Services due to Acts of God or other force majeure.

6.11 Liability of SUEZ to Client under this Agreement shall be limited to the amount of the compensation paid to SUEZ for the preceding 12 months plus proceeds of applicable insurance required to be maintained by the Company pursuant to this Agreement. The foregoing limitation of liability shall not apply to claims of indemnification from third parties."

- 6. Except as specifically amended herein, the Agreement shall remain in full force and effect in accordance with its terms.
- 7. This Amendment No. 6 shall be governed by and construed and enforced in accordance with the laws of the State of Michigan.
- 8. This Amendment No. 6 may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 6 as of ______, 2019.

"CLIENT" CITY OF ALPENA, MICHIGAN

By:	
Name:	
Title:	
Date:	

"SUEZ" SUEZ WATER ENVIRONMENTAL SERVICES INC.

By:	 	
Name:		
Title:	 _	
Date:	 	

Operation and Maintenance Agreement for City Utility Systems

<u>EXHIBIT B</u>

<u>City of Alpena</u> Equipment Lease Rates*

- 1. Trailer-Mounted Emergency Generators: a. Onan (City Equipment No. 134) \$7.90/hr b. Onan (City Equipment No. 135) 7.90/hr c. Kohler (City Equipment No. 136) 9.77/hr 2. Welder - Trailer Mount 3.92/hr 3. Sewer Camera 7.56/hr NA 4. Sludge Truck with Tanker NA 5. Sludge Applicator Truck NA 6. Steam Jenny 18.82/hr 7. Radios 0.43/hr
 - Contractor is responsible for all fuel and maintenance costs for these items of equipment. City will maintain insurance coverage on all items of equipment listed above. The above rates shall be increased by three percent (3%) on July 1 of each year on the anniversary of the Effective Date of this agreement.

OPERATION AND MAINTENANCE AGREEMENT FOR CITY UTILITY SYSTEMS

The Operation and Maintenance Agreement, dated as of July 1, 1988, between The City of Alpena, a Michigan municipal corporation, whose address is 208 N. First Avenue, Alpena, MI 49707 (the "Client"), and WW Operation Services, Inc., (WWOS) a Michigan Corporation, whose address is 611 Cascade West Parkway, Grand Rapids, Michigan, 49506, and its successors and assigns ("WWOS").

RECITALS:

WHEREAS, the Client and Williams & Works, Inc., a Michigan corporation ("W&W") are parties to an Operation and Maintenance Agreement for Wastewater Treatment Facilities dated as of _______, 1986 (the "1986 Agreement"); and

WHEREAS, W & W has assigned the 1986 Agreement to WWOS, effective January 1, 1988; and

WHEREAS, WWOS, as the assignee of W & W under the 1986 Agreement, and Client desire to modify the 1986 Agreement to extend the scope of services and the term of the contract; and

WHEREAS, the terms and conditions reflecting such modifications are set forth in this Operation and Maintenance Agreement dated as of the date first set forth above (the "Agreement"), and

WHEREAS, the Client owns the municipal facilities that are described in Exhibit A to this Agreement; and

WHEREAS, the Client is authorized by law to enter into this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties agree as follows:

ARTICLE I - SCOPE OF SERVICES

1.01. Commencing on July 1, 1988, or such other date mutually acceptable in writing to WWOS and Client (the "Effective Date"), WWOS will provide all routine operation and maintenance of the Client's Facilities on a 7 day per week basis within the

design capabilities of the Facilities as described in Exhibit A to this Agreement (the "Design Capabilities:).

1.02 Within ninety (90) days after the Effective Date of this Agreement, WWOS shall implement standard operating procedures and place into operation computerized preventive maintenance, including documentation of operation and maintenance procedures conducted at the plant and a written analysis of the condition of all equipment in the Facilities together with a prioritized list of needed repairs. Such records shall be available for inspection by the Client at all reasonable times.

1.03 WWOS will assume responsibility for the expenses incurred in the routine operation and maintenance of the Facilities, including personnel services; and preventive and corrective maintenance including contracted services, materials and supplies including the replacement of parts attributable to normal wear and tear up to an annual aggregate allowance of \$198,500.

1.04 Subject to existing Client contracts for outside laboratory services, which WWOS agrees to honor, WWOS will assume complete operation and management of the Client's laboratory. The majority of all analysis required for process control and effluent monitoring will be conducted on-site. Backup will be provided by WWOS's laboratory in Grand Rapids.

1.05 Additional operation and maintenance not considered routine or required as a result of flood, fire, Act of God or other force majeure, civil disturbance or other reasons beyond WWOS's control, are not covered within the scope of this Agreement. If requested, WWOS will assist the Client in obtaining or providing the operation and maintenance so required and WWOS will be paid for such assistance in accordance with Section 3.03 of this Agreement.

1.06 WWOS will provide employees of WWOS, one of which shall be a properly certified Superintendent, for the staffing of the Facilities. Backup services will be provided by WWOS corporate, personnel and computer services. In addition, WWOS will be on call 24 hours per day, 7 days per week for emergency situations. WWOS shall provide employees of WWOS to provide all services required of WWOS by this Agreement and in such situation, WWOS shall be deemed to be an independent contractor for purposes of applicable wage, fringe benefit and worker compensation laws. To the extent WWOS considers it necessary to initially hire additional personnel to provide effective and efficient services to Client under this Agreement, WWOS will interview applicants and make hiring decisions based upon business-related criteria, including but not limited to the presence or absence of skills required by the job and the applicant's dependability as demonstrated by his or her employment history. In hiring such additional personnel, consideration will be given to all current employees of Client who apply for employment with WWOS and who satisfy the minimum qualifications for

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employment as determined and changed from time to time, provided that WWOS shall have no obligation to hire such employees of Client. All employees of WWOS, including employees of Client who become employees of WWOS, shall be subject to such wages, hours and other terms and conditions of employment (including fringe benefits and location of job assignments) as may be determined and changed from time to time by WWOS. It is expressly understood and agreed that WWOS does not adopt and shall not be bound by any employment contract between Client and any third parties.

It is the policy of WWOS to provide equal employment opportunity to all qualified employees and applicants for employment, without regard to race, color, religion, sex, age, national origin, height, weight, marital status, handicap, or veteran status.

1.07 WWOS shall advise the Client and serve as the Client's liaison to regulatory agencies and industrial users in matters related to the operation of the Facilities.

1.08 WWOS will supervise all regulatory compliance and financial transactions, except for the enforcement of the Client's Water and Sewer Ordinance, pertaining to the day-to-day operation of the Facilities. Subject to the limitations of this Section, WWOS shall operate the Facilities in compliance with state and federal regulatory requirements. WWOS will pay all fines imposed for process upsets and violation of discharge limits unless the process upsets or violations are attributable to:

- User discharges to the Facilities in violation of the Sewer Ordinance;
- (b) Pollutants which are not within the Design Capabilities of the Facilities, including, but not limited to soluble oil, heavy metals, excessive suspended solids and excessive organic loadings;
- (c) The malfunction or failure of equipment which is not solely due to the negligent acts, errors or omissions of WWOS; or

1.09 WWOS shall exercise the due care in performing its obligations and duties under this Agreement normally and reasonable provided with respect to similar contract services. WWOS shall not be liable for any claim, damage, cost or expense (including attorney fees) caused by malfunction or failure of the Facilities or any component thereof or other liability or loss not caused by the negligent acts, errors or omissions of WWOS.

1.10 WWOS will provide and maintain at all times during the term of this Agreement the following minimum insurance coverages:

- (a) Workers Compensation Insurance in compliance with the statutes of the State of Michigan which has jurisdiction of WWOS employees engaged in the performance of services hereunder limit of <u>ONE HUNDRED</u> THOUSAND DOLLARS (\$100,000.00);
- (b) Comprehensive General Liability Insurance with a minimum combined single limit of <u>THREE MILLION DOLLARS (\$3,000,000.00)</u>, per occurrence including the broad form property damage endorsement;
- (c) Automobile Liability Insurance (owned, non-owned or hired units) minimum combined single coverage limit of <u>ONE MILLION DOLLARS</u> (\$1,000,000);
- (d) Professional Errors and Omissions Insurance in an amount of not less than <u>ONE MILLION DOLLARS (\$1,000,000)</u> providing coverages for all losses and/or damages relating to errors and/or omissions by professional engineers and with performance of professional engineering services.

WWOS will furnish the Client with Certificates of Insurance as evidenced that policies providing the required coverages and limits are in full force and effect. In addition, WWOS shall name the Client as additionally insured on the general liability policy and automobile liability policy. Such policies shall provide that no less than thirty (30) days advance notice of cancellation, termination or alteration shall be sent directly to WWOS and the Client.

1.11 WWOS shall notify users in violation of the Client's water and sewer use, rate or connection ordinances (collectively, the "Ordinances") but WWOS shall not be otherwise required to enforce the Ordinances as part of this Agreement.

1.12 WWOS will assist in training Client's designated personnel or agents upon the termination of this Agreement to allow a smooth transition of responsibility for the operation and maintenance of the Facilities back to the Client.

1.13 WWOS will prepare all reports required by state and federal regulatory agencies and will maintain all records deemed useful by WWOS and Client to monitor and control the operation of the Facilities. WWOS will supply the Client with a monthly report no later than ten (10) business days following the end of each month, containing a general status report of the immediate past month's operation.

1.14 All facility records, data, software and information including but not limited to operation reports, laboratory data, budgetary and financial information shall remain the property of the City of Alpena. All operating procedure guidelines,

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preventive maintenance and safety programs, and plant evaluation reports shall upon termination of this Agreement, remain the property of the City of Alpena.

ARTICLE II - RESPONSIBILITIES OF THE CLIENT

2.01 As part of this Agreement Client agrees to assume the following responsibilities:

- (a) Client shall maintain in full force and effect, in accordance with their respective terms, all guarantees, warranties, easements, permits, licenses and other similar approvals and consents received or granted to Client as owner of all Facilities and component parts thereof;
- (b) Client shall be responsible for expenditures for all capital replacement provided that WWOS will provide justification and review of the related factors for such expenditures;
- (c) Client shall enforce the Ordinances, pertaining to the Facilities;
- (d) Client shall at all times provide access to the Facilities for WWOS, its agents and employees;
- (e) Client shall provide WWOS the use of all existing equipment owned by the Client, necessary for the operation and maintenance of the Facilities in accordance with the terms and conditions outlined in Section 7;
- (f) Client shall be responsible for damage and liability to the Facilities or components thereof caused by flood, fire, Acts of God or other force majeure, civil disturbance, or misuse of property cause other than solely by the negligent acts, errors or omissions of WWOS;
- (g) Client shall be responsible for all fines imposed for process upsets and violations of discharge limits attributable to the operation and maintenance of the Facilities to the extent set forth in Section 1.08.
- (h) Client shall designate an individual to act as liaison with WWOS in connection with the performance of services by WWOS under this Agreement; and
- Client shall maintain and repair appurtenances not constituting the Facilities.

(j) Client shall be responsible for disbursement of utility funds.

(k) Client shall set City and Township water and sewer rates and fees annually.

2.02 Client shall maintain in full force and effect all existing policies of property and general liability insurance pertaining to the Facilities. Client shall furnish WWOS with Certificates of Insurance as evidence that such policies are in full force and effect. Such policies shall provide that no less than thirty (30) days advance notice of cancellation, termination or alteration shall be sent directly to WWOS and the Client

2.03 Client shall indemnify and hold WWOS, its employees and agents, harmless under this Agreement for all claims, damages, costs or expenses caused by malfunction or failure of the Facilities or any components thereof or other liability or loss including injury, death, or damages to any person or property related in any way to the performance of this Agreement to the extent such claims, damages, costs, expenses, liability or loss are not caused by the negligent acts, errors or omissions of WWOS. This provision shall survive the termination of this Agreement.

ARTICLE III - COMPENSATION

3.01 As compensation for the standard services entered by WWOS pursuant to this Agreement, the Client shall pay to WWOS the following:

- A. The sum of \$58,750 per month for services performed by WWOS personnel; and
- B. The sum of \$16,541 per month for corrective and preventive maintenance (which consists of materials, supplies and contracted services) up to an annual aggregate allowance of \$198,500

for the first twelve months of this Agreement, commencing with the Effective Date

3.02 The compensation set forth in Section 301 (A) and (B), above, shall be adjusted as follows:

A. The monthly compensation for services performed by WWOS personnel shall be reviewed and adjusted annually on the annual anniversary of the Effective Date to reflect the actual increase in cost to WWOS of such personnel services, provided that any increase shall not exceed the annual increase in the ENR Index of skilled labor for the comparable period of time. In the event that the ENR Index is no longer available, the annual adjustment shall not exceed the increase in a comparable index which is mutually acceptable to the Client and WWOS, for the comparable period of time.

B. The monthly compensation for services performed by WWOS personnel may be revised and adjusted at any time in the event of additional loadings of the Facilities and increased (more burdensome) regulatory requirements that require WWOS to increase it's level of effort. The Client and WWOS agree to negotiate in good faith the adjustment as a result of these changes.

C. The annual aggregate allowance for corrective and preventive maintenance, shall be reviewed periodically at the reasonable request of WWOS and/or the City to reflect the actual maintenance needs of the facilities.

3.03 Costs for additional personnel required for operation and maintenance provided by WWOS pursuant to Section 1.05 shall be billed separately at the actual cost to WWOS of labor, including overtime, and materials, plus 10% on the actual cost of materials to reimburse WWOS for administrative expenses.

3.04 Within 120 days of the effective date of this Agreement, WWOS will present to the City the quantities of chemicals consumed, natural gas and electricity utilized; and the volumes of wastewater treated and public water supply pumped for the purpose of determining base line performance. WWOS and Client shall mutually agree on the amount of natural gas, chemicals and electricity utilized per pound of BOD and Suspended Solids treated and million gallons of water supply pumped, based on the operating data during this first 120 day period and historical records. The Client and WWOS agree that water quality produced by the City will be maintained or exceeded, no degradation of water quality will result from cost savings measures implemented by WWOS.

The Client and WWOS agree to share in cost reductions realized by Client that are obtained as a result of operating efficiencies by WWOS resulting in reduced consumption of chemicals, natural gas, and electricity. The Client shall retain 85% of the savings and reimburse WWOS 15% of the savings on an annual basis.

WWOS agrees to absorb increases in such costs provided such cost increases are not attributable to additional loadings of the Facilities, water supply demand, increased (more burdensome) regulatory requirements and similar factors beyond the control of WWOS.

3.05 The City acknowledges that WWOS is the successor to W & W under the 1986 Agreement, and as additional consideration for this Agreement, the City forever releases and discharges W & W of responsibility, liability, damages and expenses arising out of the actions or inactions of WWOS on or after January 1, 1988, either pursuant to the 1986 Agreement or this Agreement, and WWOS as successor to W&W has assumed the same responsibilities, liabilities and obligations that W&W was subject to under said 1986 Agreement, on and after January 1, 1988.

3.06 The annual Miss Dig charge to City will be shared on a pro-rated basis.

3.07 If capital improvements implemented by the City allows WWOS to reduce staff, WWOS agrees to adjust it's cost of services to the City to reflect it's decreased staffing level.

ARTICLE IV - TERM OF AGREEMENT

4.01 This Agreement shall remain in full force and effect for four (4) years from the Effective date, provided that compensation can be agreed upon pursuant to Article III.

ARTICLE V - TERMINATION

5.01 This Agreement may be terminated upon sixty (60) days written notice given by Client to WWOS for default by WWOS or in the event a federal or state regulatory agency fines Client, which fine WWOS is required to pay by the terms of Section 1.08 above, and in the event of a default by WWOS, WWOS's failure to appropriately cure the default within such sixty (60) day period.

5.02 This Agreement may be terminated by either party for any reason by giving one hundred twenty (120) days written notice to the other party.

ARTICLE VI - MISCELLANEOUS

6.01 Any temporary or portable equipment which is provided by WWOS during the term of this Agreement and which is not deemed part of the Facilities shall remain the property of WWOS upon termination of this Contract. WWOS shall not make any capital replacements of the Facilities or any component thereof without the prior written approval of the Client.

6.02 This Agreement, together with the written Proposal for Contract Operations dated March 2, 1988, submitted by WWOS to Client, represents the entire agreement of the parties and may only be modified or amended in writing, signed by both parties.

6.03 Written notices required to be given under this Agreement shall be deemed given when mailed by first class mail, to WWOS Attention: William Cretens, President and to Client, Attention: Allan Green at the addresses set forth for each in the opening paragraph of this Agreement.

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6.04 No waiver, discharge, or renunciation of any claim or right of WWOS arising out of breach of this Agreement by Client shall be effective unless in writing signed by WWOS and supported by separate consideration.

6.05 This agreement shall be deemed to have been made in Alpena County, Michigan and shall be governed by, and construed in accordance with, the laws of the State of Michigan.

6.06 Any dispute arising pursuant to this Agreement may be resolved by commencement of an action in a court of competent jurisdiction of the State of Michigan or submitted to arbitration in accordance with the rules of the American Arbitration Association, the award of the Arbitrator to be final and binding on the parties

6.07 This Agreement shall not be assigned by WWOS, without expressed written consent of Client.

ARTICLE VII - NON-WAIVER

7.01 The failure of the City to insist upon or enforce strict performance by WWOS of any of the terms of this Contract or to exercise any rights herein, shall not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon such terms or rights on any future occasion.

IN WITNESS WHEREOF, WWOS, by its duly authorized President, and the Client, by its duly authorized Mayor and City Clerk, have executed this Agreement as of the date and year first above written.

Witnessed by:

CITY OF ALPENA By:

Steven Fletcher, Its Mayor

By: Alan L. Bakalarski, City Clerk

WW OPERATION SERVICES

William J. Cretens, Its President

SIGNED ON MARCH 10, 1988



Memorandum

	Improvements		
Subject:	Site Control and Maintenance for Thunder Bay Riverfront Public Infrastructure		
From:	Adam Poll, Planning and Development Director		
Сору:	Greg Sundin, City Manager		
To:	Mayor Matt Waligora and City Council		
Date:	November 13, 2019		

Part of the required process to move the Thunder Bay Riverfront Public Infrastructure Improvements grant forward is obtaining site control of the grant area. The MEDC requires that the City of Alpena obtain site control through a long-term (50 year) lease or easement and to have parties designated as responsible for the maintenance of the public infrastructure improvements for the term of the lease.

City staff is aware of that maintenance activities for the proposed infrastructure improvements would require time/funding from our department of public works employees that are already assigned a great deal of other tasks throughout the City during the year. Adding additional maintenance activities for the proposed improvements may result in a reduction of services to other areas of the City. City staff has estimated the costs of annual maintenance for various infrastructure improvements included in the grant and those estimates are included as an attachment.

One of the methods that the City has utilized to reduce costs are to utilize community partnerships with various community service groups to assist with maintenance activities on playgrounds and other public infrastructure. While the MEDC is not opposed to this method of maintenance, they have noted that agreements with these types of partners are usually are not binding and the MEDC requires a party to be ultimately responsible for the maintenance for the term of the lease. In this case the responsible parties would either be the City of the landowner.

Entering into discussions with the landowner, they indicated that as they currently plow snow and mow a portion of the grass on the site and feel they would be willing to continue to do these activities. Upon questioning if they would be responsible for additional maintenance activities they indicated that they are in full support of the project and have shown that support by granting a 50 year lease for a significant portion of property and would continue with the maintenance activities of which they are already responsible including plowing any vehicular use areas and mowing a portion of the grass. If the City is to be ultimately responsible for the maintenance of the additional infrastructure including the sports courts, playscape, lighting, shoreline improvement, canoe/kayak launch, festival space and other park amenity repairs the estimated cost for this is estimated at \$14,200 annually if the property owner was to handle all mowing.

The Friends of the Thunder Bay Marine Sanctuary group has indicated that they could potentially assist, and at least one community service organization has indicated their desire to assist as well, which could help offset some of these annual costs, but there would be no requirement or guarantee for these groups to fulfill these services for the 50 year term of the lease.

There are some other costs for maintenance as well that have not been included in the estimates as the City feels that they would be responsible for maintaining trail improvements and lighting along the river, as well as two pavilions included within the proposed grant.

In addition to maintenance, the City will also incur costs regarding insurance for these improvements. Staff has inquired what the costs are for similar infrastructure improvements that the City insures at other parks and is awaiting that information from our insurance carrier.

There is no doubt this is a large project and although everything constructed will be new, eventually all public infrastructure has maintenance costs that increase with age. Staff would like to make City Council aware of these annual costs and the term of the commitment if this grant is to move forward. Staff would ask that the Council determine which parties should be responsible for these costs so an appropriate maintenance agreement can be determined.



Memorandum

Date:	November 12, 2019	
То:	Adam Poll, Planning & Development Director	
Сору:	Greg Sundin, City Manager	
From:	Rich Sullenger, City Engineer	
Subject:	Cost Estimate – Proposed NOAA Improvements Maintenance	

Without final detail on the overall improvements proposed to be constructed as part of the CDBG – NOAA improvements, the cost estimates are based on some general work activities in similar sized park areas. It also should be pointed out that the additional burden, placed on DPW staff, to maintain this additional area, may result in reduction of service to other areas of the City.

Assuming that we will be maintaining four (4) sports courts, a natural play area, the shoreline improvements, Canoe/Kayak Launch, Sculpture Park, and festival space, and lighting the annual maintenance costs are as follows:

•	Sports Courts		\$ 3,000
•	Mowing	1	\$ 20,000
•	Playscape Maintenance		\$ 2,500
•	Lighting		\$ 1,200
•	Shoreline		\$ 3,000
•	Canoe/Kayak Launch	1	\$ 1,500
•	 Festival space areas 		\$ 1,500
•	Park Amenity Repairs	4	\$ 2,500
		TOTAL	\$ 34,200



Alpena Fire Department Alpena County EMS 501 W Chisholm Street Alpena, Michigan 49707 www.alpena.mi.us

Fire/EMS____

AMBULANCE RFP RECOMMENDATION

To: Mayor Waligora & Municipal Council

From: Bill Forbush, Fire Chief Fulfcras

Date: November 13, 2019

On October 22, 2019, sealed proposals were opened by Clerk/Treasurer/Finance Director Anna Soik and I in response to a request for proposals for the purchase of a new, demo or remount ambulance for countywide ALS use. Proposals for 15 vehicles were received from several dealers and manufacturers. Unlike a sealed bid, our RFP allows the City to determine the best fit for our needs with price being only one factor. The entire cost of ths unit will be reimbursed through the county ambulance millage pursuant to our interlocal agreement. We have already purchased the cot and powerload system to avoid a price increase on that equipment. The remaining budget for the ambulance is \$159.000. The proposals were as follows:

Dealer/Manufacturer	Price	Notes
Horton	175,456	Price too high
Braun	169,240	Price too high
Demers	166,233	Price too high
Wheeled Coach	160,267	Price too high
Excellance	160,434	Price too high
Horton	159,713	Price, module size, Type 1
LifeLine	159,000	Recommended
Osage	158,435	Build time 300 days
Marque	156,348	Wrap, past poor quality/service on 2015 unit
Kodiak	152,828	Remount – Used PL Custom module
McCoy Miller	146,377	Remount
AEV	142,125	Chevy, wrap
AEV	134,059	Build time 120 days
"Emergency Services"	121,950	Inadequate information. Remount.
"Emergency Services"	98,000	Inadequate information. Remount.

Captain Tim Slosser coordinated this project and evaluated the proposals. In that there are new units available in our price range, we don't recommend a remount at this time. We plan to retire our 1991 backup unit (the oldest licensed transport ambulance in Michigan) when the new unit arrives, and will reuse radios from that unit. It is our recommendation that we award the RFP to R&R Fire Truck Repair in the amount of \$159,000 for the purchase of a new LifeLine Type 3 Ambulance with funding from 101.336.974.002 and subsequent reimbursement from Alpena County.

