

## ALPENA CITY COUNCIL MEETING

December 21, 2015 - 7:00 p.m.

### AGENDA

1. Call to Order.
2. Pledge of Allegiance.
3. Approve Minutes – Regular Session of December 7, 2015.
4. Modifications to the Agenda.
5. Citizens Appearing Before Council on Agenda and Non-Agenda Items (Citizens Shall be Allowed a Maximum of Five (5) Minutes Each to Address Their Concerns. This is the Only Time During a Council Meeting that Citizens are Allowed to Address the Council).
6. Consent Agenda.
  - A. Bills to be Allowed, in the Amount of \$363,521.91.
  - B. Approval of 1-1/2% Increase in Election Inspector's Wages.
  - C. Collection of 2016 Property Taxes for the Alpena-Montmorency-Alcona Educational Service District.
  - D. Three Mayoral Reappointments to the Planning Commission for a Three-Year Term Expiring November 1, 2018, (Bryan Dort, Paul Sabourin, and Steve Gilmore).
  - E. Two Council Reappointments to the Wildlife Sanctuary for a Three-Year Term Expiring December 1, 2018, (Elizabeth Littler and Vernie Nethercut).
  - F. One City Manager Reappointment to the Housing Commission for a Five-Year Term Expiring December 1, 2020, (Michael Kearly).
  - G. One Mayoral Appointment to the Historic District Study Commission for a Four-Year Term Expiring December 1, 2019, (Patricia Mowatt).
  - H. Approval of Parades Held in the City Limits in 2016.
7. Presentations.
  - A. Recognition of Annual Employee Award Recipients for the City Wide Pride Program.
  - B. The National Fire Academy's Recognition of Bill Forbush as an Executive Fire Officer.

8. Announcements.
9. Mayoral Proclamation.
10. Public Hearing.
11. Report of Officers.
  - A. Resolution No. 2015-15, Adoption of Defined Contribution Plan.
  - B. Council Policy Statement No. 30A, Light Duty.
  - C. Bids.
    - 1) Water Plant Chemical Feed Pumps.
12. Communications and Petitions.
13. Unfinished Business.
  - A. Mobile Food Vehicle Ordinance Modifications.
14. New Business.
  - A. Second Avenue Bridge Preventative Maintenance Design Services.
15. Adjourn to Closed Session to Discuss Litigation.

Greg E. Sundin  
City Manager

## **COUNCIL PROCEEDINGS**

**December 7, 2015**

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

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

Absent: None

### **PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was recited.

### **MINUTES**

The minutes of the regular session of November 16, 2015, and the closed session of November 16, 2015 were approved as printed.

### **CONSENT AGENDA**

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

1. Bills Allowed – in the amount of \$565,519.02 be allowed and the Mayor and City Clerk authorized to sign warrants in payment of same.
2. Approval of a \$25,000 Budget Amendment to Cover the Cost of Second Avenue Bridge inspections, with \$20,000 from Fund Balance.
3. Approval of an Early Childhood Block Party/Child Health Fair in the City Hall Parking Lot on June 10, 2016.
4. Approval of 2016 Municipal Council Meeting Schedule.

Carried by unanimous vote.

### **REPORT ON NOVEMBER 3, 2015 GENERAL ELECTION**

The City Clerk/Treasurer/Finance Director reported on the November 3, 2015 General Election, Dial-A-Ride passed at a vote of 462 to 208, the Mayor and two Councilmembers seats were re-elected with over 500 votes, all seats were uncontested. Currently Alpena has 8,085 registered voters with only 676 voters showing up at the polls or 8.36%. The cost of this election was approximately \$10,900 with the majority of the cost being precinct workers wages of around \$4,600, ballots and memory cards of \$3,043, city wages of \$1,300, newspaper notices of more than \$1,000, and the balance going to the rental of the buildings, board of canvassers, and mailing costs.

### **CONSOLIDATION OF ELECTION PRECINCT 1 AND PRECINCT 2**

The City Clerk/Treasurer/Finance Director reported on the consolidation of

Precinct 1 and Precinct 2 in an effort to save on resources. As per City Charter 14.5, the Election Commission, which consists of the Mayor, City Attorney and the City Clerk, has the task of operating the elections for the City. The City currently has 6 Precincts with 8,065 voters, each Precinct has the same amount of registered voters with Precinct 6 having the most with approximately 1,600 voters. By combining Precinct 1 and 2 they would have a total of approximately 2,500 voters. State of Michigan law allows each Precinct to have up to 2,999 voters. Historically Precincts 1 and 2 have had the lowest voter turnout. By combining these Precincts the City would save on supplies, labor and equipment, the savings would be approximately \$1,000 to \$1,500 per election not including equipment, such as tabulators and laptops. The City Clerk explained that with the introduction of the laptop poll book it has become difficult to find workers willing to learn it. By merging these Precincts it would reduce the number of workers needed. The voting location would remain the same and new voter identification cards will be sent out to registered voters in Precinct 2. The City Clerk will need to submit the request for the merger of the Precincts to the State of Michigan by January 2016 for the change to take effect for the March 8, 2016 Presidential Primary.

**RESOLUTION NO. 2015-12**

**APPLICATION FOR A NEIGHBORHOOD ENTERPRISE ZONE CERTIFICATE**

**FOR STEVE STRALEY, DBA ALPENA FURNITURE**

Moved by Councilmember Sexton, seconded by Councilmember Nielsen, that Resolution No. 2015-12, a resolution granting approval of an application for a Neighborhood Enterprise Zone Certificate for Steve Straley, doing business as Alpena Furniture, be approved.

Carried by unanimous vote.

**RESOLUTION NO. 2015-14**

**FOUR-WARD NORTHEAST MICHIGAN**

Moved by Councilmember Sexton, seconded by Councilmember Nielsen, that Resolution No. 2015-14, a resolution of support for a public four year university in Northeast Michigan, be approved.

Carried by unanimous vote.

On motion of Councilmember Sexton, seconded by Councilmember Johnson, the

Municipal Council adjourned at 7:45 p.m.

MATTHEW J. WALIGORA  
MAYOR

ATTEST:

Karen Hebert  
City Clerk

## INVOICE REGISTER

Page: 1/3

EXP CHECK RUN DATES 12/22/2015 - 12/22/2015

BOTH JOURNALIZED AND UNJOURNALIZED

OPEN

6.A.

VENDOR	INVOICE #	DESCRIPTION	AMOUNT
ADAM POLL	112415	MILEAGE - PLANNER	258.18
ADMIRAL PETROLEUM COMPANY	57729	GAS/FUEL - DPW	2,338.76
AKT PEERLESS	41180	ENERGY AUDIT - PUBLIC SAFETY BLDG	1,098.80
ALPENA AGENCY INC	34773	INSURANCE - NINTH AVE BR	5,250.00
ALPENA AREA CHAMBER OF COMM	12323	MONTHLY EXPENSE - DDA	551.09
ALPENA AUTO ELECTRIC	54269	VEH MAINT - AMB	250.00
ALPENA AUTO ELECTRIC	54265	VEH MAINT - AMB	275.00
ALPENA COUNTY TREASURER	121415	IT CONTRACTED SVCS 12/15	7,000.00
ALPENA DIESEL SERVICE	48381	VEH MAINT #38	193.61
ALPENA DIESEL SERVICE	48426	VEH MAINT - DPW	49.20
ALPENA DIESEL SERVICE	48486	VEH MAINT - DPW	143.01
ALPENA MARKETPLACE PRODUCTIONS	100 11/15	TAPING FEES - COUNCIL MTG	450.00
ALPENA MARKETPLACE PRODUCTIONS	100 12/15	TAPING FEES - COUNCIL MTG	450.00
ALPENA MEDICAL ARTS CLINIC PC	1537 12/15	EMPLOYEE PHYS - POLICE	105.00
ALPENA NEWS PUBLISHING CO	DC1107 11/15	PUBLISHING/ADVERTISING	742.50
ALPENA NEWS PUBLISHING CO	DD8974 11/15	PUBLISHING/ADV	110.00
ALPENA PAPER & SUPPLY CO	464051	SUPPLIES - CITY HALL	100.36
ALPENA POWER COMPANY	120315	ELECTRIC	10.74
ALPENA POWER COMPANY	122215	ELECTRIC	36,378.22
ALPENA REGIONAL MEDICAL CENTER	VAM41026	BLOOD DRAW - POLICE	40.00
ALPENA REGIONAL MEDICAL CENTER	V AM43063	BLOOD DRAW - POLICE	40.00
ALPENA REGIONAL MEDICAL CENTER	VAM59699	BLOOD DRAW - POLICE	40.00
ALPENA REGIONAL MEDICAL CENTER	VAM59700	BLOOD DRAW - POLICE	40.00
ALPENA REGIONAL MEDICAL CENTER	VAM49753	EMPLOYEE PHYS - POLICE	221.00
ALPENA SUPPLY CO	2203858	VEH MAINT - DPW	147.93
ALPENA SUPPLY CO	2207831	SUPPLIES - PUBLIC WORKS	5.68
ALPENA SUPPLY CO	2205988	MAINT - FIRE	43.82
ALPENA TRIM LLC	120415	VEH MAINT - DPW	40.00
AMERICAN MESSAGING	Z2535843PL	PAGER FEES	31.12
ARROW UNIFORM	1496392	SUPP/MAINT - CH/PSF/PW/EQUIP	357.50
AXIOM INTERNATIONAL	1510061SLH	COMPUTER MAINT	238.50
BALL TIRE & GAS INC	112516	VEH MAINT #74	906.26
BALL TIRE & GAS INC	112639	VEH MAINT #25	517.76
BALL TIRE & GAS INC	112698	VEH MAINT - AMB	262.42
BALL TIRE & GAS INC	113479	VEH MAINT - AMB	524.84
BALL TIRE & GAS INC	113605	VEH MAINT #66	153.80
BEDROCK CONTRACTING &	2014-08	2014 CITY CONCR PROG	4,595.93
BEDROCK CONTRACTING &	2015-07	2015 CITY CONCR PROG	6,296.63
BENTLEY SYSTEMS INC	47716382	MUNICIPAL SUB - CAD SOFTWARE	27,562.50
BOUND TREE MEDICAL LLC	81990933	SUPPLIES - AMB DISP	397.98
BP	46099548	GAS/FUEL - FIRE/AMB/EQ/MICU	3,747.34
BRENNTAGG GREAT LAKES	BGL492887	SODIUM HYDROXIDE - SEWER	4,399.00
CARQUEST AUTO PARTS	283699	VEH MAINT - ECHO 6	4.57
CARQUEST AUTO PARTS	283828	VEH MAINT #25	43.65
CARQUEST AUTO PARTS	283878	VEH MAINT - ECHO 6	5.00
CARQUEST AUTO PARTS	283950	VEH MAINT - DPW	11.25
CARQUEST AUTO PARTS	283951	VEH MAINT - POLICE	2.47
CARQUEST AUTO PARTS	284103	VEH MAINT - POLICE	20.02
CARQUEST AUTO PARTS	284192	VEH MAINT - POLICE	72.74
CARQUEST AUTO PARTS	284262	VEH MAINT - POLICE	100.61
CARQUEST AUTO PARTS	284276	VEH MAINT - DPW	54.40
CARQUEST AUTO PARTS	284277	VEH MAINT - POLICE	2.84
CARQUEST AUTO PARTS	284372	SUPPLIES - FIRE/AMB	50.95
CARQUEST AUTO PARTS	294406	VEH MAINT - DPW	25.41
CARQUEST AUTO PARTS	284541	VEH MAINT - FIRE EQ	10.58
CARQUEST AUTO PARTS	284550	VEH MAINT - FIRE EQ	3.64
CARQUEST AUTO PARTS	284845	VEH MAINT - DPW	8.71
CARQUEST AUTO PARTS	284915	VEH MAINT - DPW	70.92
CARQUEST AUTO PARTS	284932	VEH MAINT - FIRE EQ	7.33
CARQUEST AUTO PARTS	285024	SUPPLIES - EQUIP	61.30
CHRISTOPHER MORRISON	121315	TRAVEL EXPENSE - AMB	3.97
CLIFF ANSCHUETZ CHEVROLET	CVW212772	VEH MAINT - AMB	108.97
CMP DISTRIBUTORS INC	46234	NIGHTSTICKS/SAFETY CONES - POLICE	3,278.00
CNA SURETY	61254761 0116	01/16 BOND - DDA	126.00
COCM	122215	CONF REG/2016 MEMBERSHIP DUES - BLDG	60.00
DEAN ARBOUR FORD LINCOLN MERCURY	18656	VEH MAINT - AMB	29.92
DEAN RIVARD	120315	TRAVEL EXPENSE - AMB	31.80
DONNA ROUSSIN	112715	XMAS TREE LIGHTING MUSIC	125.00
DONS TRACTOR & EQUIPMENT SALES	31124	VEH MAINT - DPW	550.00
DOUGLAS KRUEGER	120815	TRAVEL EXPENSE - AMB	70.17
DOUGLAS ROZNOWSKI	122215	WORK APPAREL ALLOW - EQUIP	169.50
DTE ENERGY	122215	GAS	8,944.14

## INVOICE REGISTER

Page: 2/3

EXP CHECK RUN DATES 12/22/2015 - 12/22/2015  
 BOTH JOURNALIZED AND UNJOURNALIZED  
 OPEN

VENDOR	INVOICE #	DESCRIPTION	AMOUNT
ELECTION SYSTEMS & SOFTWARE	945863	SUPPLIES - ELECTION	82.68
FASTENAL COMPANY	MIALP129911	SUPPLIES - PUBLIC WORKS	38.13
FRONTIER	2793 12/15	TELEPHONE - POL/FIRE/AMB	97.20
FRONTIER	4175 12/15	TELEPHONE - FIRE/AMB	37.30
FRONTIER	5445 12/15	TELEPHONE - FIRE/AMB	64.90
GENE NORTHRUP	121415	WORK APPAREL ALLOW - PW	160.34
GERALD UNWIN	113015	WORK APPAREL ALLOW - PW	41.55
GREENWAY FUELS LLC	113015	RECYCLING 11/15	75.00
GREENWAY/L & N DISPOSAL	113015	DUMPSTER CHARGES 11/15	1,153.25
HALLS SERV-ALL	T112415	RENTAL FEE - PARKS	43.56
HANSEN SALES & SERVICE	20692	VEH MAINT #36	27.03
HANSEN SALES & SERVICE	20789	VEH MAINT #43	0.40
HANSEN SALES & SERVICE	20874	VEH MAINT #45/#42	221.13
HAROLD KNOPP	120815	TRAVEL EXPENSE - AMB	39.14
HAROLD KNOPP	121315	TRAVEL EXPENSE - AMB	15.00
JAMES STACHLEWITZ	120615	TRAVEL EXPENSE - AMB	14.85
JASON ROUSE	120315	TRAVEL EXPENSE - AMB	88.62
JASON ROUSE	121015	TRAVEL EXPENSE - AMB	13.38
JOANNA COOPER	122215	REIMBURSE HOLIDAY EXPENSE	87.94
JOHN BRODZIAK	113015	SAFETY SHOE ALLOW - PW	39.20
JOLENE WOJDA	922570	UNIFORMS - FIRE/AMB	30.00
JOLENE WOJDA	922569	UNIFORMS - POLICE	34.00
KAREN HEBERT	110315	MILEAGE 09-11/15	105.80
KAREN HEBERT	120815	TRAVEL EXPENSE - CLERK/TREAS	9.65
KCI	248876	POSTAGE/TAX MAILING SVCS	2,809.19
KIMBALL MIDWEST	4578006	SUPPLIES/VEH MAINT - DPW	47.17
KIRTLAND COMMUNITY COLLEGE	10362	TRAVEL EXPENSE - POLICE	67.50
LARRY SANDERSON	245441	SNOW REMOVAL - DDA	110.00
LERMA INC	122215	2016 MEMBERSHIP DUES	45.00
MASTERS & LALONDE SHOES	32697	UNIFORMS - FIRE/AMB	188.00
MCDONALD AUTO SUPPLY INC	797410	VEH MAINT #46	113.36
MCDONALD AUTO SUPPLY INC	798008	VEH MAINT - FIRE EQ	4.93
MCDONALD AUTO SUPPLY INC	798240	SUPPLIES - AMB	6.13
MCVEIGHS TRUCK SPRINGS	004044	VEH MAINT #46	940.94
MCVEIGHS TRUCK SPRINGS	004056	VEH MAINT #46	20.16
MERIDIAN CONTRACTING SERVICES	580-2015 12/15	CONSTRUCTION SVCS - WOODWARD TRAIL	10,463.00
MICHAEL MANCHESTER	121115	TRAVEL EXPENSE - AMB	7.69
MICHIGAN CAT	PD5830290	VEH MAINT #73	48.02
MICHIGAN OFFICE SOLUTIONS	518077	COPIER MAINT - PSF	552.00
MY COMMUNITY MOBILE	113015	CITY APP SUPPORT - 12/15	99.00
NE MI HUMAN RESOURCES ASSN	122215	2016 MEMBERSHIP DUES - MGR	125.00
NETWORKFLEET INC	324765	GPS TRACKER FEE - AMB	73.85
NORTHERN MICHIGAN CODE	122215	MADCAD SUBSCRIPTION - BLDG	250.00
NORTHERN MICHIGAN CODE	4521-16	2016 MEMBERSHIP DUES	100.00
NORTHERN MICHIGAN CODE	5013-16	2016 MEMBERSHIP DUES	100.00
NORTHERN TOOL SALES & RENTALS	68554	SUPPLIES - FIRE	99.00
NORTHERN TOOL SALES & RENTALS	68581	SUPPLIES - FIRE	7.99
NORTHERN TOOL SALES & RENTALS	68578	SUPPLIES - FIRE	1.00
NYE UNIFORM COMPANY	517349	UNIFORMS - FIRE/AMB	219.39
NYE UNIFORM COMPANY	526336	UNIFORMS - FIRE/AMB	310.59
NYE UNIFORM COMPANY	535491	UNIFORMS - FIRE/AMB	20.50
OFFICE DEPOT	804420781001	SUPPLIES - PUBLIC SAFETY	45.71
OFFICE DEPOT	805950887001	SUPPLIES - POLICE	52.78
OFFICE DEPOT	806039110001	SUPPLIES - FIRE	2.64
OFFICE DEPOT	806039144001	SUPPLIES - POLICE	7.04
OFFICE DEPOT	804713187001	SUPPLIES - CITY HALL/BLDG	260.89
OFFICE DEPOT	804713286001	SUPPLIES - CITY HALL	49.39
OFFICE DEPOT	805167434001	SUPPLIES - ENGINEER	33.99
OFFICE DEPOT	805167498001	SUPPLIES - ENGINEER	11.59
PRESQUE ISLE ELECTRIC & GAS CO	81166373 1115	ELECTRIC - AIR BASE	84.81
PRIORITY ONE EMERGENCY	700104236	UNIFORMS - FIRE/AMB	63.99
PRIORITY ONE EMERGENCY	70014237	UNIFORMS - FIRE/AMB	308.95
PROBUILD - ALPENA	30239135	COUNCIL CHAMBERS PROJECTORS	14.36
R A TOWNSEND CO	S1353224.001	MAINT - CITY HALL	33.50
RICK GRULKE	122215	WORK APPAREL ALLOW - PW	143.37
ROBERT EDMONDS	121215	TRAVEL EXPENSE - AMB	49.52
SERVICEMASTER HOME & OFFICE	58104	VEH MAINT - POLICE	75.00
SEVAN K INC	313 11/15	VEH MAINT - POLICE	119.25
SHELL FLEET PLUS	79036133512	UNLEADED GAS/FUEL-POL/F/A/GEN/MICU	1,182.19
SOLUCIENT SECURITY SYSTEMS	0196545	MAINT - PUBLIC WORKS	91.80
SOLUCIENT SECURITY SYSTEMS	0196546	MAINT - CITY HALL	60.00
STANDARD ELECTRIC CO	428189-00	MAINT - CEMETERY	5.05

# INVOICE REGISTER

Page: 3/3

EXP CHECK RUN DATES 12/22/2015 - 12/22/2015  
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OPEN

VENDOR	INVOICE #	DESCRIPTION	AMOUNT
STANDARD ELECTRIC CO	428933-00	MAINT - XMAS LIGHTS	172.13
STANDARD ELECTRIC CO	429240-00	MAINT - LIGHTS	28.57
STANDARD ELECTRIC CO	429592-00	MAINT - XMAS LIGHTS	49.68
STANDARD ELECTRIC CO	429778-00	MAINT - XMAS LIGHTS	72.15
STERNBERG LIGHTING	33912	SUPPLIES - LIGHTS	725.00
STRYKER SALES CORP	1831418M	POWER PRO COT - AMB	16,818.71
SUEZ WATER INC	201526246	CONT OPERATIONS 11/15	131,725.37
SUEZ WATER INC	201526371	CONT OPERATIONS 11/15	12,728.03
SUPERIOR IMAGE CLEANING LLC	120215	CLEANING-CH/PSF/PW/PKS/BH	2,127.65
TAMI ROMEL	111915	SAFETY SHOE ALLOW - PW	185.50
TARGET SOLUTIONS LEARNING	11402	TRAINING MATLS - AMB	1,390.55
TASER TRAINING ACADEMY	37557	TRAINING REGISTRATION - POLICE	390.00
TELNET WORLDWIDE	151208	TELEPHONE	327.95
TERMINAL SUPPLY CO	69198-00	VEH MAINT - DPW	16.44
THE GRIND-DING SHOP	114268	SUPP/MAINT/VEH MAINT - CEM/PKS/DPW	153.86
THOMPSONS LINEN SERVICE	70483 11/15	UNIFORMS-PW/CEM/PKS/EQ	332.11
THOMPSONS LINEN SERVICE	S1453565	SUPPLIES - CITY HALL/PSF	260.00
THUNDER BAY ELECTRIC INC	223981	ELECTRICAL WORK - WATER	358.02
THUNDER BAY ELECTRIC INC	224007	CONTRACTUAL SERVICES	795.96
THUNDER BAY ELECTRIC INC	224027	MAINT - LIGHTS	419.59
THUNDER BAY ELECTRIC INC	224028	TRAFF SIGNAL MAINT - MAJ ST	49.56
THUNDER BAY ELECTRIC INC	224029	MAINT - XMAS LIGHTS	1,407.95
THUNDER BAY ELECTRIC INC	224056	TRAFF SIGNAL MAINT - MAJ ST	66.33
THUNDER BAY ELECTRIC INC	224057	MAINT - LIGHTS	582.17
TIM SLOSSER	113015	TRAVEL EXPENSE - AMB	32.73
TRUCK & TRAILER SPECIALTIES	D11771	VEH MAINT - DPW	436.75
TRUE NORTH RADIO NETWORK	59795	ADVERTISING - DDA	375.00
UNITEX DIRECT	135484	UNIFORMS - POLICE	109.03
VISA/ELAN FINANCIAL SERVICES	3660 12/15	TRAVEL EXPENSE - BOAT HARBOR	15.18
VISA/ELAN FINANCIAL SERVICES	4552 12/15	SUPP/PROMO - C/T/DDA	271.06
VISA/ELAN FINANCIAL SERVICES	6116 12/15	SUPP/TR EXP/VEH MAINT/CCEMTP - FIRE/AM	606.76
VISA/ELAN FINANCIAL SERVICES	7337 12/15	TR REG/TRAVEL EXP - PLAN	74.64
VISA/ELAN FINANCIAL SERVICES	8471 12/15	FOOD/SERVICE/SUBSCR - MGR/IT	92.34
VISA/ELAN FINANCIAL SERVICES	8489 12/15	LATE FEE/INTEREST - MGR	46.23
VISA/ELAN FINANCIAL SERVICES	8703 12/15	SUPP/PROMO - DDA	204.45
WEINKAUF PLUMBING & HEATING INC	72610	MAINT - MICH-E-KE-WIS	60.00
WISE HEATING & COOLING INC	113015	HVAC UPGRADES - PUBLIC SAFETY BLDG	44,738.84
YOUNG GRAHAM ELSENHEIMER &	18990	WATER RATE NEGOTIATIONS	2,812.00

**Total: 363,521.91**



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**MEMORANDUM**

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**TO:** Mayor Waligora and Municipal Council Members  
**FROM:** Karen Hebert, City Clerk/Treasurer/Finance Director  
**SUBJECT:** Election Inspector Wages for 2016  
**DATE:** December 14, 2015

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Annually, recommendations for election inspector wages are presented to council. The election tabulators and ballots have been standardized in Michigan since 2004 and the inspectors as well as the voters are now familiar and comfortable with them.

Numerous changes in election law and equipment continue to make administering the elections more time-consuming for staff and election inspectors. The Electronic Poll Book was used for the first time in the August 2010 election. As expected with all new equipment and procedures, the preparation and training consumed hours of staff and precinct workers time. While it is much quicker to look up voters in the computer and to complete the end of the night tabulating, it also requires the election inspectors to review the process and machines before each election. Having computer experience has become an important criteria for precinct workers.

Due to the use of Electronic Poll Books, we must either have a printer at each precinct or modem the results to the County from City Hall. To avoid purchasing and maintaining 4 printers that we would use just a few times a year, City staff modem the results from City Hall.

My staff serve as the receiving board. They are responsible for checking the seals on ballot containers and confirming that all signatures and information entered in the poll book and statement of votes are correct. They also print the election reports generated from the poll book. State election law requires a Receiving Board.

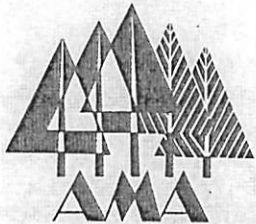
With the consolidation of Precinct 1 and Precinct 2, we will now average 20 Inspectors (previously there were 24) for each election, 5 Deputies and 5 Chairs (previously 6 Deputies and 6 Chairs). There are four receiving board inspectors. On average the inspectors work one to two elections a year. The wages have been increased over the years to a fair and practical level.

We have used a Counting Board in the past when there is a larger election. The Board consists of four Inspectors with one serving as the Chair. The AV Counting Board (AVCB) does not have standard starting and quitting times and will not have the average 14 hour work day as those election workers in the precincts. They will be scheduled according to the size of each election and anticipated number of absentee ballots. Therefore, the base pay is displayed as an hourly wage. I may not continue using a Counting Board because the infrequency of scheduling this Board makes it difficult to keep precinct workers available and experienced in this process. The Absentee Ballots can be processed in the precincts which was the normal procedure in the past.

I am requesting a 1-1/2% raise for 2016 as shown in the table below. The increased cost would be \$65/election.

#### HISTORICAL DATA – ELECTION PAY

	2009	2010	2011	2012	2013	2014	2015	2016
Inspector	\$125.00	\$127.50	\$127.50	\$129.00	\$129.00	\$130.00	\$130.00	\$132.00
Deputy	\$150.00	\$153.00	\$153.00	\$154.50	\$154.50	\$156.00	\$156.00	\$158.00
Chairperson	\$175.00	\$178.50	\$178.50	\$180.00	\$180.00	\$182.00	\$182.00	\$185.00
AVCB		\$9.11/hr	\$9.11/hr	\$9.11/hr	\$9.11/hr	\$9.11/hr	\$9.11/hr	\$9.11/hr
AVCB Chair		\$12.75/hr	\$12.75/hr	\$12.75/hr	\$12.75/hr	\$12.75/hr	\$12.75/hr	\$12.75/hr



**ALPENA-MONTMORENCY-ALCONA  
EDUCATIONAL SERVICE DISTRICT**

Brian G. Wilmot, Superintendent

6.C.

2118 U.S. 23 South  
Alpena, MI 49707

(989) 354-3101  
Fax: (989) 356-3385

**Memorandum**

To: Alpena Townships and City of Alpena

From: Anthony Suszek, Assistant Superintendent A.S.

RE: Summer Tax Collection

On November 18, 2015 at 6:00 p.m., the AMA ESD Board of Education adopted the enclosed resolution to impose a summer tax collection of the entire ESD levy for the summer 2016 collection period. We appreciate your continued assistance and support of the summer tax collection. Please contact me if you have any questions or concerns.

Enclosure: Resolution

RECEIVED  
NOV 23 2015

CITY OF ALPENA  
CLERK / TREAS / FIN DIRECTOR

Boards, Commissions, Committees Appointment and Reappointment Requests  
December 21, 2015

	NAME	BOARD	TERM	New Ex. Date	APPT AUTH
REAPPOINT	Bryan Dort	Planning Commission	3	11/1/2018	Mayor
REAPPOINT	Paul Sabourin	Planning Commission	3	11/1/2018	Mayor
REAPPOINT	Steve Gilmore	Planning Commission	3	11/1/2018	Mayor
REAPPOINT	Elizabeth Littler	Wildlife Sanctuary	3	12/1/2018	City Council
REAPPOINT	Vernie Nethercut	Wildlife Sanctuary	3	12/1/2018	City Council
REAPPOINT	Michael Kearly	Housing Commission	5	12/1/2020	City Manager
APPOINT	Patricia Mowatt	Historic District Study Commission	4	12/1/2019	Mayor

# Memorandum



Date: December 14, 2015  
To: Mayor Waligora and City Council  
From: Karen Hebert, Clerk/Treasurer/Finance Director  
Subject: Resolution for 2016 Parades

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The Michigan Department of Transportation (MDOT) Traffic Department has requested a resolution from City Council for all parades that will be held within the City limits during the 2016 calendar year. Listed below are the Parades for 2016:

Memorial Day Parade  
Fourth of July Parade  
Christmas Parade  
Shriner Parade

# Memorandum



Date: December 21, 2015

To: Mayor Waligora and Municipal Council

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

From: Kathy Himes, Human Resources

Subject: City Wide Pride Program

The City Wide Pride Program began in 2000 and acted as an opportunity to co-workers, citizens, and visitors to Alpena to recognize City employees for going the extra mile.

Throughout the year, employees receive “City Wide Pride” slips indicating their act of kindness, dedication, and hard work. These slips recognize employees for going above and beyond their daily job duties. In December of each year, the Mayor presents the individuals with the highest number of slips with the City Wide Pride Award. Additionally, as appreciation for a job well done, award winners are given four hours of personal time to be used before the end of the fiscal year.

Typically, there are five awards, one for each department. However, this year, two members of the City’s Police Department tied for the top honor. This year’s winners are, John Nye from the Department of Public Works, Leilan Bruning from the Clerical Department, Jason Collegnon and Ethan Webster from the Police Department, Doug Krueger from the Fire Department, and Mike Kieliszewski from the Administrative Group.

Congratulations to our recipients.





# Memorandum

Date: December 16, 2015

To: Mayor Matthew J. Waligora  
Alpena City Council Members

From: Greg Sundin, City Manager *GES*

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

RE: City 401(a) Defined Contribution Plan Document Adoption

Beginning in 2009 and 2010 new DPW, Clerical and Administrative employees were no longer eligible to participate in the City's Defined Benefit Pension Plan. In its place the City established a Defined Contribution (DC) Retirement Plan, whereby the City would contribute a specific percentage of an employee's annual wages to their plan. No employee contribution was required, except for DPW, which in accordance with the collective bargaining agreement an employee is required to contribute 2% in order to receive the City's contribution. At the time the DC Plan was established the City used its existing 457(b) Deferred Compensation Plan as its DC vehicle. To date a total of ten current employees are enrolled in the Define Contribution Retirement system – seven (7) from DPW, one (1) from Clerical and two (2) from Admin.

Earlier this year while attending the Michigan Public Employee Labor Relations Association summer meeting, it came to my attention that the 457(b) Deferred Compensation Plan was not the best choice for our Defined Contribution Retirement Plan. Instead a 401(a) Public Employment Retirement Plan should be utilized. Advantages include:

- Payments made by the City to the 401(a) Plan will be exempt from Social Security and Medicare taxes, in addition to the standard exemption from federal and state income taxes, unlike those made to the City Deferred Compensation Plan. This is due to the City's payment being defined as a contribution rather than compensation, albeit deferred, thereby saving the City on its portion of the Social Security and Medicare taxes.
- Contributions made by employees to their 401(a) account are also not subject to Social Security and Medicare taxes for the same reason as the City's contribution, thereby by reducing their tax burden as well.

- The City contribution to the 401(a) Plan will not count toward the aggregate (employee and City) maximum contribution to an employee's 457(b) Deferred Compensation Plan as it currently does.

Under the 401(a) Plan pre-tax employee contributions are only allowed if they are mandatory. The recently signed DPW contract contained a matching requirement for the employee if he/she were to receive the City contribution. However, the employee could forego his/her contribution with the understanding that there would be no corresponding City contribution. Although restrictive in regard to the City contribution, it does not meet the standard for a mandatory contribution. Neither the Clerical contract nor the Administrative Employee Annual Benefit Summary require any employee contributions.

Following a meeting of all eligible employees, each group voted as to whether they wished to include mandatory employee contributions of 2%, consistent with the current DPW match. All voted unanimously to include mandatory employee contributions and MOUs were prepared and executed with each of the unions and the Administrative Benefit Summary was amended accordingly.

The 401(a) Plan will for the most part mirror our 457(b) Deferred Compensation Plan. Both AXA Equitable Insurance Co. and Nationwide Financial Services, Inc. will continue to serve as the Plan Providers, with the choice of fund products left to the employee. Other features include:

- All current and future DPW, Clerical and Administrative employees hired before July 1, 2017 shall be fully vested upon commencing work with the City. Current contracts contain no vesting language. During the next round of negotiations, the City will be proposing a vesting schedule for all employees hired on or after July 1, 2017.
- The current 2% mandatory employee contribution for DPW and Clerical employees can be increased or decreased during contract negotiations. The same is true of the City contribution. The Admin mandatory contribution will be reviewed annually with input from participating Admin employees.

Contribution rates will be:

	<u>Employee</u>	<u>City</u>
DPW	2%	5%
Clerical	2%	4%
Admin	2%	4%

If an employee desires to contribute beyond the mandatory 2% level, such additional funds will be deposited into the employee's 457(b) Deferred Compensation Plan.



- The normal retirement age criteria shall remain the same as that currently in effect for each group per the City Retirement System Ordinance.
- Employee pre-tax payroll contributions will be made each pay period commencing with the first payroll in January 2016. The City contribution will be made annually as it has been with the first payroll in January.
- Distributions while employed will be limited to qualified hardships and may not exceed more than 50% of the vested amount.
- City and employee contributions under the City's current DC Plan that have already been deposited into the 457(b) Deferred Compensation Plan will remain in that fund, as a transfer to the new 401(a) Plan is not permitted.

Both AXA and Nationwide representatives will be scheduling times in the next two weeks to be in Alpena to enroll employees into the new 401(a) DC Retirement Plan.

Participating employees will continue to be allowed and encouraged to also participate in the City's 457(b) Deferred Compensation Plan. The City contributes a percentage of wages per each Union's collective bargaining agreement and the Admin's Benefit Summary. Employee 457(b) contributions are and remain voluntary.

Staff has worked closely with both AXA and Nationwide in developing the required Plan Document and associated forms, which outline in greater detail the provisions of the 401(a) DC Plan as summarized above. A single Plan Document is being used listing both AXA and Nationwide as the Plan Providers. Council is required to adopt the attached Resolution No. 2015-15 approving the Plan Document and authorizing the City Manager and City Clerk/Treasurer/Finance Director to sign on the City's behalf.

Although this change took a great deal of research and numerous conference calls with the AXA and Nationwide representatives to finalize the details, the result will be a better Defined Contribution Retirement Plan for both the City and the employees.

I would like to particularly thank Karen for doing the bulk of the work with my guidance and input. Without her the task would have been immensely more difficult, if not impossible, especially under the tight timeframes we were under. I would also like to thank all the participating City employees for sitting through my explanation of the new retirement plan and supporting its implementation.

**RESOLUTION NO. 2015-15**

**A RESOLUTION ADOPTING THE PLAN DOCUMENT FOR THE CITY OF ALPENA  
401(a) DEFINED CONTRIBUTION PUBLIC EMPLOYEE RETIREMENT PLAN**

**WHEREAS**, the City of Alpena following review and evaluation has determined that it would be advantageous for both the City and its employees to transfer its current Defined Contribution Retirement Plan from a 457(b) Deferred Compensation Plan to a 401(a) Defined Contribution Public Employee Retirement Plan; and

**WHEREAS**, the City has worked with its current Plan Providers, AXA Equitable Life Insurance Co. and Nationwide Financial Services, Inc. to develop the new 401(a) Plan; and

**WHEREAS**, the new 401(a) Plan has been presented to all eligible employees and was unanimously supported by them.

**NOW, THEREFORE, BE IT RESOLVED** that the City of Alpena hereby adopts the 401(a) Plan Document, with an effective date of January 1, 2015.

**BE IT FURTHER RESOLVED** that the City Manager of the City of Alpena is authorized to execute the Plan Document and perform any other actions necessary to implement the adoption of the Plan. The City Manager may designate any other authorized person to perform the actions necessary to adopt the Plan, a copy of which shall be retained in the Office of the City Clerk.

**BE IT FURTHER RESOLVED** that the City will act as Administrator of the Plan and will be responsible for performing all actions necessary to carry out the administration of the Plan. The City may designate any person or persons to perform these actions.

**BE IT FURTHER RESOLVED** that all Plan participants shall be provided with a summary of the Plan provisions within a reasonable period of time following adoption of the Plan.

**BE IT FURTHER RESOLVED** that AXA Equitable Life Insurance Co. and Nationwide Financial Services, Inc. are hereby designated as Plan Providers, and they and their affiliates are authorized to fund contributions to the Plan as directed by the Plan participants.

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

Ayes:

Nays:

Absent:

Resolution declared adopted.

I, Karen Hebert, City Clerk of the City of Alpena, **DO HEREBY CERTIFY** that the above is a true copy of a resolution adopted by the Municipal Council at a regular meeting held on December 21, 2015.

Karen Hebert  
City Clerk



# Memorandum

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Date: December 21, 2015  
To: City Council  
Copy: Karen Hebert, City C/T/FD and Greg Sundin, City Manager  
From: Kathy Himes, Human Resources Administration  
Subject: CPS 30A Revision

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Attached you will find an amended copy of Council Policy Statement 30A regarding light duty. The changes indicated are necessary to ensure the safest and most effective practices for those employees needing a light duty assignment.

It is my recommendation, supported by the City Manager, that Council approves the changes proposed.

If Council approves the changes, the amended version of CPS 30A will be distributed to all employees by January 1, 2016.

Thank you for your attention to this manner.



# CITY OF ALPENA

## COUNCIL POLICY STATEMENT

GENERAL SUBJECT:	Light Duty	Policy No.	<u>30A</u>
SPECIFIC SUBJECT:	Non-Union Employees	Date Issued	<u>July 22, 1998</u>
	Union Employees	Reissued:	<u>11/17/98</u>
		Effective Date:	<u>July 8, 1998</u>
		Amended:	<u>11/16/98</u>
		Amended:	<u>04/05/10</u>
		Amended:	<u>01/01/16</u>

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Copies to: City Council, City Manager, City Attorney, Department Heads, Non-Union Employees, and Union Employees, File.

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### I. PURPOSE:

To establish a policy and procedure that provides opportunities for employees who suffer injury, illness, or serious health condition to transition back to work or to continue working as medically feasible. Priority will be given to employees who suffered an injury while at work for the City of Alpena

Because the City of Alpena recognizes that employees are a valued and limited resource, this program is designed to:

- Assist in the recovery process by providing employees with a goal and focus for returning to full productivity.
- Reduce the financial burden to employees by allowing them to resume full wages as soon as possible.
- Reduce Workers' Compensation costs.

This policy does not apply to employees with a mental or physical impairment which substantially limits a major life activity within the meaning of the *Americans with Disabilities Act*, or employees with a handicap within the meaning of the *Michigan Handicappers' Civil Rights Act*. These employees are covered by the *Americans with Disabilities Act* and the *Michigan Handicappers' Civil Rights Act*. This policy shall in no way be construed to limit employees' rights under any federal or state law, including but not limited to, the *Americans with Disabilities Act*, *Family and Medical Leave Act of 1993*, *Fair Labor Standards Act*, *Elliott-Larsen Civil Rights Act*, *Michigan Handicappers' Civil Rights Act* and the *Pregnancy Discrimination Act*.

### II. DEFINITIONS

#### A. Eligible Employee

An eligible employee is any employee of the City of Alpena

1. who suffers an illness, injury, or serious health condition that affects the employee's ability to perform the essential functions of his or her position, or allows the employee to perform those functions, but requires a reduction in the usual number of hours per workweek, or hours per workday, of the employee, as certified by a health care provider; and
2. who is expected to become fully able to perform the essential functions of his or her position at the usual number of hours per workweek and workday within ninety (90) days of the onset of the illness, injury, or serious health condition, as certified by a health care provider; and
3. who is able to perform the essential functions of a light-duty assignment, as certified by a health care provider.

**B. Light Duty**

Light duty refers to the assignment of an eligible employee to undertake tasks specified by the City which are within the employee's abilities to perform, as certified by a health care provider. By way of illustration, rather than limitation:

1. An eligible employee on light duty may be kept in his or her position performing all the essential functions of that position, but on a schedule that reduces the usual number of hours per workweek, or hours per workday, of an employee.
2. An eligible employee on light duty pursuant to this policy may be kept in his or her position while being temporarily excused from essential functions of that position the employee is temporarily unable to perform, as certified by a health care provider.
3. Light duty may involve the temporary reassignment of the employee to a different position, the essential functions of which the employee is able to perform, as certified by a health care provider.
4. Assignment to a light-duty position pursuant to this policy shall be for a period of no more than 90 days, unless approved by the City Manager. All extensions must be reasonable and with an end result.

**C. Health Care Provider**

A health care provider is a doctor of medicine or osteopathy who is authorized to practice medicine or surgery (as appropriate) in the State of Michigan. by the state in which the doctor practices.

### III. POLICY

The City of Alpena will provide opportunities for eligible employees to undertake tasks specified by the City which are within the employee's ability to perform, as certified by a health care provider.

This will allow eligible employees to continue working or return to work as soon as medically feasible. Return-to-work and work continuation opportunities will first be considered within the same work unit, next within the same department, and finally within the organization.

The Light Duty coordinator for the City shall be the City Manager, Human Resources Administrator, or designee.

Regular training will ensure the success of the program by informing all employees of their rights, responsibilities, and roles in the program.

- Management and supervision will receive regular training on their supportive role in the program, specifics of the light-duty policy, and procedures for implementing the policy, job modification strategies, and the like.
- Employees will receive orientation-an overview to the light-duty program when they are assigned light duty. newly hired. ~~Orientation will include an overview of the program and its purpose.~~
- Current employees will receive training-an overview on the light-duty program ~~after adoption of this policy~~ periodically or as changes are made to the program.

#### IV. PROCEDURE

##### A. Request to Participate

An eligible employee may be requested to participate in the light-duty program.

##### B. Certification From Health Care Provider

When an employee claims he or she has suffered or is suffering illness, injury, or serious health condition that affects the employee's ability to perform the essential functions of his or her position, the employee must support such claim with certification from a health care provider. The certification shall set forth in detail the employee's medical limitations, and shall, if possible, include specific approval for a temporary light-duty assignment. If, in the opinion of the health care provider, the employee cannot perform light duty, the certification must specifically so state.

In any case in which the City has reason to doubt the validity of the certification provided by the employee, the City may require, at its own expense, that the employee obtain the opinion of a second health care provider designated or approved by the City.

If the opinions of the employee's and the City's health care providers differ, the City may require the employee to obtain certification from a third health care provider, at the City's expense. This third opinion shall be final and binding. The third health care provider must be designated or approved jointly by the City and the employee.

##### C. Light-Duty Assignments

## CPS No. 30A

Light-duty assignments shall fulfill meaningful job functions and be made within the parameters outlined by a health care provider. The assignment shall not create a new job, but may incorporate or modify a present position on a temporary basis.

Assignments shall be handled on a case-by-case basis. Examples of such assignments include, but are not limited to:

- Clerical – filing, photocopying, light typing, answering the telephone, stuffing envelopes, collating, affixing mailing labels, microfiching, restocking supplies, taking meeting minutes, record keeping, report writing, data entry, etc.
- Maintenance – inventory, painting, weeding, light gardening, sanding, furniture repair.
- General administrative work per qualifications.

**D. Recertification For Light Duty**

The City may request recertification for light duty after the minimum duration of the period of incapacity specified on a certification provided by the employee has passed if that minimum duration of incapacity is greater than 30 days.

Where the minimum duration of incapacity specified on a certification provided by the employee is 30 days or less, the City may request recertification every 30 days. The City may also request recertification if circumstances described by the previous certification have changed significantly, or the City receives information that casts doubt upon the continuing validity of the certification.

**E. Compensation**

Employees shall be compensated at their regular rate of pay.

**F. Tracking System**

A tracking system shall be established by the Department Head and Human Resources Administrator for documentation purposes and to ensure that all concerned parties know exactly where the employee is within the procedure.

**G. Declining Light Duty**

An employee who declines a light-duty position which meets the limitations set forth in the health care provider's certification or recertification may be disqualified from workers' compensation benefits

**H. Termination Of Light Duty**

The light-duty program is not a guarantee of permanent, continued employment.

Before an employee may be restored to his or her position, the employee must provide certification from a health care provider that the employee is able to perform the essential functions of his or her position, at the number of hours the employee worked per workweek and per workday prior to the illness, injury, or serious health condition.

CPS No. 30A

Upon presentation of such certification, the employee will be restored to his or her prior position.

If an employee who has begun light duty will not be able to perform the essential functions of his or her position within ninety (90) days after the onset of the illness, injury, or serious health condition, as certified by a physician, the employee is no longer eligible for light duty pursuant to this policy unless approved by the City Manager. -

If an employee has completely their been on light duty for ninety (90) days of light duty and remains unable to perform the essential functions of his or her position, as certified by a health care provider, the employee is no longer eligible for light duty pursuant to this policy unless approved by the City Manager.-

#### **I. Extension of Light Duty**

The City Manager is granted the authority to grant extensions to the light-duty program up to ninety (90) days in increments as determined by the City Manager.






# Memorandum

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Date: December 14, 2015

To: Greg Sundin, City Manager

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

From: Rich Sullenger, City Engineer 

Subject: Water Plant Chemical Feed Pumps

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On October 26, 2015, the City received and opened bids for replacement of chemical feed pumps at the Water Production Plant. Immediately after issuing the notice of bids, one of the pumps, slated to be replaced as part of the bid, failed and had to be replaced immediately. Thus, we had to modify the bids, once received, to accommodate the change in work activity. While the City sent the bid package to four firms, we only received one bid, which we anticipated due to the unique nature of the pumps specified. These are sodium hypochlorite, bleach, and liquid alum pumps.

The original bid received was in the amount of \$20,880 for the four pumps. The revised proposal, after deleting the one pump but still requiring monitoring wiring for all four pumps, was \$17,870. The City has \$20,000 in the current budget for replacement of these pumps.

It is my recommendation, as City Engineer, that City Council authorize the contract with RS Technical Services in the amount of \$17,870 per their revised proposal dated November 16, 2015.

Attachments



Bids Due: October 26, 2015  
Time: 2:00 p.m.

**BID LIST**  
**Peristaltic Chemical Feed Pumps - WFP**

1. USA Blue Book  
Attn: Jaime Kamakian  
Fax: 855-312-2656  
[jkamakian@usabluebook.com](mailto:jkamakian@usabluebook.com)
2. RS Technical Services, Inc.  
Attn: Bob Seif  
[bobseif@rstechnicalservices.com](mailto:bobseif@rstechnicalservices.com)
3. Northern Pump & Well  
Attn: Keith Moss  
6837 W. Grand River  
Lansing, MI 48906  
[Kmosse@northernpwco.com](mailto:Kmosse@northernpwco.com)
4. S & A Company  
2522 Diamond Drive  
Alpena, MI 49707

# RS Technical Services, Inc.

695 Lincoln Lake Ave. Lowell, Michigan 49331

(616)-897-7041

Fax: (616)-897-3015

# PROPOSAL

Proposal No.:

12157

Page No. One of One

## PROPOSAL SUBMITTED TO:

CITY OF ALPENA  
208 N. FIRST AVENUE

ALPENA MI 49707

Attn: Rich Sullenger, City Engineer

Date: Monday, November 16, 2015

Job: Peristaltic Chemical Metering Pumps - WFP

We are pleased to offer the following package of goods and services to replace two existing sodium hypochlorite metering pumps and one existing alum metering pump with the pumps described herein. Labor and materials for installation, start up, programming, and operator training are included.

### Equipment and accessories to be provided:

- (2) HYPOCHLORITE METERING PUMP, BLUE-WHITE Model M224-SNGG , 0.165-16.5 GPH @ 110 PSI, 3/8" OD TUBING CONNECTIONS
- (1) ALUM METERING PUMP, BLUE-WHITE Model M-324-SNKL, Peristaltic Metering Pump, 33.3 GPH @ 30 PSI max. 3/8" OD tubing connections
- (1) PRV for Alum, Griffco PRM-050-P, 1/2" NPT, PVC. Adj Range: 10-150 psi
- (2) Custom Wall Mounting Bracket for new hypochlorite metering pumps.
- (3) PULSATION DAMPENER, GRIFFCO PD0011, 1/2" NPT Inlet, PVDF Housing, Viton Diaphragm, SS Hardware & Gauge (100 psi)
- (3) GAUGE GUARD w/ 2.5" Premium SS Gauge (0100 psi) Glycerin Filled, Union Connection, PVC housing, PTFE/EPDM Diaphragm, GRIFFCO GGU050-3-050-PVC
- (1) Red Strobe Light, 120VAC @ 0.08A AC, 150,000 Candela, 72 FPM, NEMA 4X.

### Also Included:

Labor & Materials to overhaul existing PRVs and BPVs on hypo system; Modify piping, electrical conduit, and wires as necessary to add the above equipment; Connect signal wires to existing new Blue-White hypo pump; Connect signal wires to new alum pump; Add the red strobe light behind the pump panel; Freight to the jobsite.

We hereby propose to furnish material and labor, complete in accordance with the above specifications, for the

sum of Seventeen Thousand Eight Hundred Seventy dollars (\$ \$17,870.00 )

with payment to be made as follows: Net 30 days with approved credit. Past due balance subject to 1.5% per month late fee.

All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from specifications involving extra costs will be executed upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

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

Note: This proposal may be withdrawn by us if not accepted

within 30 days.

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

Signature \_\_\_\_\_

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

Signature \_\_\_\_\_



# Memorandum

Date: December 16, 2015

To: Mayor Matt Walligora and City Council

Copy: Greg Sundin, City Manager

From: Adam Poll, Planning and Development Director

Subject: Mobile Food Vehicle Ordinance Modifications

In September, Council was presented with a proposed modification of the Zoning Ordinance from the Planning Commission in regard to mobile food vehicles (food trucks). This language included regulations that would allow mobile food vehicles to operate in all Zoning Districts, with some regulations of where they could not operate and that written permission was required by the property owner for any location where they operated. Specific language can be found in the September 15, 2015 memo attached.

After reviewing the proposed amendment by the Planning Commission, City Council supported the new text, but asked the Planning Commission to revisit some of the language that the Council had some concerns with:

- 1) Allowing food trucks to operate in residential areas.
- 2) Not allowing mobile food vehicles to operate in the right-of-way in the Central Business District (CBD).
- 3) That there was no permit process in place.

Staff presented these concerns with additional explanation in the attached memo to the Planning Commission dated October 9, 2015.

Planning Commission reviewed the City Council's thoughts on the proposed language and discussed each concern separately.

- 1) Planning Commission noted that Council had suggested modifying the definition of Mobile Food Vehicle to exempt vehicles that stopped for fewer than 15 minutes (such as ice cream trucks) from the ordinance, and restrict food trucks from operating in residential areas.
  - a. Planning Commission felt that change the definition to exempt vehicle that move more than 15 minutes would be difficult to enforce (as food trucks could move a few feet and claim exemption) and suggested that some people may want to have food trucks at graduation parties or something similar. They also felt it would cause confusion to the food truck operators as they may not be aware of a zoning district boundary and they felt that the market would keep them out of residential areas naturally.
- 2) Council noted to encourage food trucks that they could be allowed to operate within the right-of-way of the CBD as there are larger groups of pedestrians in this area.

- a. Planning Commission noted concern with this as it could potentially be a safety hazard for pedestrians and it would also be problematic if a mobile food vehicle parked directly in front of a restaurant with a 0' front building setback. Planning Commission felt that operating out of parking areas off the right-of-way would be sufficient.
- 3) Council thought that a permit process was important to have the contact information for mobile food vendors on hand as well as to ensure they had the correct insurance and approvals. Council suggested an annual fee that was to be kept to a minimal amount.
  - a. Planning Commission noted that at this point there would not appear to be the amount of vendors that would require this structure and in order to make it as easy to operate in the City as possible felt a paid permit is not needed at this time.

The Planning Commission wanted to note that they were appreciative of City Council's comments and considered each one before sending this back to Council for action. The text recommended by the Planning Commission can be found on the September 15, 2015 memo included in this packet.



# Memorandum



Date: September 15, 2015

To: Mayor Matt Waligora and City Council

Copy: Greg Sundin, City Manager

From: Adam Poll, Planning and Development Director

Subject: Food Truck Zoning Ordinance Modifications

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After discussing the issue of food trucks for several sessions last year, and again this year, the Planning Commission has approved (8-0) the following Text amendment to the Zoning Ordinance at their July 14<sup>th</sup> meeting, which would allow Mobile Food Vehicles as a permitted use in all Zoning Districts with permission from the property owner:

- ***Section 2.1 Definitions- MOBILE FOOD VEHICLE- A motorized vehicle or trailer which engages in the service, sale or distribution of ready-to-eat food for individual portion service to the general public directly from the vehicle.***
- ***Section 5.7-5.24 Allow Food Trucks as a use by right with supplemental regulations.***
- ***Section 7.23 Mobile Food Vehicles-***
  - A. Such uses may not serve food from any public right-of-way within the Central Business District (CBD) or on any State Trunk Line.***
  - B. Such uses may not operate within any City sanctioned special events without securing permission from the special event organizers.***
  - C. Such uses must obtain written permission from the property owner prior to serving any food.***
  - D. Such uses must meet all applicable codes from all other state and federal agencies including but not limited to the Health Department and Secretary of State.***

The Planning Commission discussed many ideas including buffer distances from different uses and their overall impact on brick and mortar restaurants. Ultimately, the Planning Commission determined that a buffer system was not necessary at this point but asked staff to monitor the situation for any issues that arise. After the initial discussion by the Planning Commission staff prepared similar language to what was passed but did not allow Mobile Food Vehicles to operate anywhere within the public right-of-way or within Residential Zoning Districts. Planning

Commissioners felt it would be simpler to allow mobile food vehicles in all districts, and allow them to operate within the right-of-way in most districts, citing concern that the new language could have an impact on existing vendors such as ice cream trucks and the Schwan's truck.

As far as operation of mobile food vehicles on City property, written permission would still be required and could be done in any number of ways including an application system with the City Clerk's office. If for some reason that was felt to be too cumbersome, City Council could allow operation in certain public areas without written permission. If an application process was required it would allow the City to require that any vendors on their property are properly insured and are operating as desired by the City.

As of now there are only three known mobile food vehicles that operate within the Alpena area on a routine basis and two which that contain a kitchen regulated by the District Health Department.



# Memorandum



Date: October 9, 2015

To: Planning Commission

Copy: Greg Sundin, City Manager

From: Adam Poll, Planning and Development Director

Subject: Food Truck Zoning Ordinance Modifications

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City staff presented the proposed language to City Council that the Planning Commission had recommended for approval. City Council supported the language, but suggested some areas be revisited.

1. Council had concerns with allowing food trucks in residentially zoned areas. They would prefer to restrict the use from these areas, and change the definition of a mobile food vehicle to include only vehicles that are stopped for longer than 15 minutes at a time. This would mean ice cream trucks are not subject to mobile food vehicle regulations.
2. Council indicated they would like to allow mobile food vehicles to operate within the right-of-way within the Central Business District (CBD). Like the Planning Commission, City Council wanted to encourage mobile food vehicles and thought it was not necessary to have this restriction.
3. Council asked that some form of permit from the City Clerk's Office is required to operate anywhere in the City on an annual basis and asked that the associated fee be kept as low as possible. Council thought this would be a good way to make sure that contact information and other required documents are on hand.

Obviously, this is not an easy issue to tackle otherwise we would not have been looking at it for over a year. Council thought that the language proposed by the Planning Commission was well thought out, but asked that these three topics be revisited.








# Memorandum

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Date: December 14, 2015

To: Greg Sundin, City Manager

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

From: Rich Sullenger, City Engineer 

Subject: Second Avenue Bridge Preventative Maintenance Design Services

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The City of Alpena has been working with Tetra Tech on the inspection and design of the rehabilitation of the Second Avenue Bridge as a preventative maintenance activity. They previously completed a detailed inspection report, which further delineated the type and extent of work needed as an element of the rehabilitation. Based on that detailed inspection, Tetra Tech has provided a proposal for the design services. I have attached a copy, which outlines the work that will be performed during the design phase.

The work will be performed as a time and materials contract not to exceed \$248,581. It should be noted that all design and inspection service costs are the responsibility of the City of Alpena. The construction phase will be funded with 90% federal funds, 5% state funds and 5% local funds. The construction portion is estimated at \$2,172,000. The City had budgeted \$260,000 last fiscal year for these design services, however the funding did not get carried over to the 2015-2016 budget and went into fund balance. To facilitate this design work, the money will need to be transferred from fund balance to line item 202-451-783-202.

It is my recommendation, as City Engineer, that City Council authorize the design services contract with Tetra Tech with time and materials not to exceed cost of \$248,581. I also recommend approval of the attached budget amendment transferring the funding from fund balance to the appropriate line item.

Attachments





## TETRA TECH OF MICHIGAN, P.C.

December 4, 2015

Mr. Rich Sullenger  
City Engineer  
City of Alpena  
208 N First Avenue  
Alpena, MI 49707

**Re: Proposal for Bridge Preventative Maintenance Design for the Second Ave Bridge**

Dear Mr. Sullenger:

In response to your request, Tetra Tech is pleased to submit this proposal for the bridge preventative maintenance design for the Second Avenue Bridge over Thunder Bay River in the City of Alpena. Tetra Tech will be assisted by Huron Engineering and Surveying Inc. and Stafford Bandlow Engineering, Inc.

**PROJECT UNDERSTANDING**

The project consists of preventative maintenance and repair work including structural, mechanical, electrical and MIOSHA Safety. The condition of the bridge and recommended repairs are documented in the recently completed 2015 Detailed Inspection Report. The programmed funding amount is \$2,172,000. The Second Avenue Bridge over Thunder Bay River is a six span bridge constructed in 1939 with a double leaf trunnion main span. This historic moveable bridge was rehabilitated in 1987. The bridge carries one lane of traffic in each direction and has sidewalks on each side. Thunder Bay River is a navigable waterway under the jurisdiction of the U.S. Coast Guard.

**SCOPE OF SERVICES**

The project is funded by the State of Michigan's Local Bridge Program and will be advertised by MDOT. Contract documents will be prepared according to MDOT's Local Agency Programs (LAP) guidelines. This includes completing the "Items Required for Grade Inspection" and "Items Required for Final Plan Submission". The summary of the scope of services is as follows:

- Complete MDOT Programming.
- Project Coordination. Incorporate input from local businesses.
- Obtain Environmental clearances and or permits
- Develop Preliminary Plans and Estimate
- Attend Grade Inspection (GI) Meeting
- Develop Final Design Plans
- Assist with responding to Bid Letting questions
- Prepare final design calculations and electronic files submittal

The contract bid documents that will be prepared are expected to be based on the recommendations included in the 2015 Detailed Inspection Report. The improvements will

**Tetra Tech**

123 Brighton Lake Road, Suite 203, Brighton, MI 48116  
Tel 810.220.2112 Fax 810.220.0094 [www.tetrattech.com](http://www.tetrattech.com)



include Structural, Mechanical, Electrical and MIOSHA Safety work. Survey work needed for plan preparation will also be included. A summary of significant recommendations from the Detailed Inspection Report are as follows:

### *Structural*

- Full and partial painting of the superstructure, railings and machinery.
- Substructure concrete patching and crack repairs. Includes concrete overlay\build out of south shore pier pile cap.
- Deck epoxy healer sealer and sidewalk epoxy overlay.
- Bearing replacements and temporary supports.
- Repair or replace deteriorated structural steel including: wind bracing, lacing, sidewalk brackets, pinion support, tower diagonal, superstructure diaphragms, girder stiffeners and bearing bolts.
- Replace transverse and longitudinal joints.
- Modify sidewalk railing connections in south approach.
- Improve bearing bolt access.
- Scour countermeasures.
- Underwater patching of timber and concrete

### *Road/Traffic*

- Minor road and sidewalk approach work where damaged.
- Maintenance of traffic

### *MIOSHA Safety*

- Add toe boards to interior railings.
- Retrofit interior railings.
- Add safety features including non-skid surfaces.

### *Mechanical*

- Span balance and span lock adjustments.
- Replace brakes.
- Replace high speed shaft couplings.
- Replace auxiliary gearboxes.
- Rehabilitate B4 & B5 bearings.
- Refurbish auxiliary drive gear motors and brakes.
- Modify rack support to inhibit water intrusion.
- Modify gear covers.
- Rehabilitate span lock lever joints.
- Rehabilitate counterweight link bearings and pins.
- Redirect water runoff from machinery house.



*Electrical*

- Refurbish main motors.
- Replace all four warning gates. Includes adjacent traffic lights.
- Replace pier light.
- Replace auxiliary motors.
- Replace RCLS in one machinery room.
- Replace conduit and junction boxes where needed.
- Replace limit switches.
- Furnish new CCTV system.

**PROJECT APPROACH**

The Tetra Tech Team proposes to provide a package of Engineering Services following MDOT, FHWA and City standards. Additional details of work activities are listed below:

*Structural*

Preventative maintenance bridge projects do not normally require Type Size and Location Plans (TS&L). These projects typically have miscellaneous repair details that would not benefit from an overall plan view. If necessary, it is expected that the 2015 Detailed Inspection Report can be submitted to MDOT in place of TS&L plans. The first submittal will begin with the preliminary plans.

One site visit is planned to occur during the GI meeting. This will be used to verify details for conflicts or missing information. Any required coordination meetings are expected to be held via teleconference.

*Mechanical and Electrical*

These services are restricted to the mechanical, hydraulic and electrical systems required to operate the bridge. Our services do not include any plumbing or other mechanical services not related to bridge operation. For this phase of the mechanical and electrical work we have identified no trips to the bridge site for progress and coordination meetings. It is anticipated that all required coordination and the GI review meetings will be held via teleconference.

Due to the nature of the electrical system work including replacement of conduits, junction boxes and limit switches in-kind the intent will be to refer to existing drawings of the bridge electrical system augmented with photographs of the existing conditions to note the extent of the replacement work.

*MIOSHA Safety*

In addition to designing improved handrails/guardrails and related safety improvements, Tetra Tech will provide alternate ideas for replacing stairs that do not comply with code requirements. Some stairs as noted in the inspection report may not be practical to improve to current standards.

Site visits trips are not planned. However, since the Team's architectural staff has another project in Alpena a brief site visit may occur.



### *Survey*

To meet the scope of work listed below, survey will need to be performed over the winter once the river is frozen. Obtaining all information may depend on available access to the bridge.

- Attempt to utilize the benchmark from the old plans as supplied.
- Topographic Survey of the roadway from the bridge through the intersections both North and South of the bridge is needed.
- Locate all available utilities with inverts.
- Cross Section the joints on the bridge and the concrete approaches and specifically one on each end of the bridge 10 feet off the HMA joint onto the bridge.
- Water Surface elevation on date of survey.
- Obtain elevations of the bottom of the beams on the South steel span and the South bascule span.
- Cross Section the bottom of the river at the face of the South shore pier and approximately 15 feet North of the face of the South shore pier.
- Obtain the top of the footings at the face of the North bascule pier if possible.
- Obtain the elevation of the lower window sill on the North face of the operator's house.

### **ASSUMPTIONS**

We have determined the following assumptions as being included in our proposed scope and compensation:

- Updated traffic counts, if necessary, will be provided by the City.
- Design assistance during construction is not included.
- The bridge will be closed and detoured for superstructure deck and joint work.
- A bridge load rating or overall design analysis is not included.
- A hydraulic analysis or geotechnical work should not be needed and is not included.
- Creating new or updated bridge operation and lubrication manuals are not included. Bid specifications will be created for the contractor to create any maintenance manuals.
- Design for long term electrical repair items is not included.

### **SCHEDULE**

The proposed schedule will follow the LAP FY 2016 Project Planning Guide for an August 2016 letting which is as follows:

- |                           |                                      |
|---------------------------|--------------------------------------|
| • Dec-2015                | Anticipated Selection of firm        |
| • 3-14-2016               | Grade Inspection Complete            |
| • 4-13-2016               | Approximate Grade Inspection Meeting |
| • 5-20-2016               | Final Plans Complete                 |
| • Winter 2016/Spring 2017 | Construction                         |



## TETRA TECH OF MICHIGAN, P.C.

### STAFF

The Tetra Tech team has experience with Complex Bridges and Moveable Span Bridges.

Our proposed Project Manager/Team Leader will be a professional engineer licensed to practice in the state of Michigan. Tetra Tech proposes to use the following key team members for this project:

Project Manager/Lead Bridge  
QA/QC Engineer

Scott Buchholz, P.E.  
Gary Warnke, P.E.

### COMPENSATION


The Tetra Tech team will perform this work for a fee not to exceed **\$248,581**. All work will be completed on a Time & Material basis except for work performed by subconsultant Huron Engineering & Surveying, Inc. will be completed on a lump sum fee basis. Refer to Proposed Person Hours and Fees attachments.

If you concur with our proposal, please sign in the space provided and return the proposal to indicate your authorization to proceed. The acceptance for this project is comprised of this proposal and the attached Standard Terms and Conditions.

Please contact us with any questions or comments you may have. We look forward to working with The City of Alpena. This proposal is valid for 30 days. If you have any questions regarding this proposed scope of work, please contact me at (810) 542-2059.

We look forward to working with you on this project.

Sincerely,

  
Jayson H. Nault, P.E.  
Operations Unit Vice President

  
Scott J. Buchholz, P.E.  
Senior Project Manager

Encl.: Proposed Person Hours and Fees  
Standard Terms and Conditions

**PROPOSAL ACCEPTED BY** \_\_\_\_\_

**TITLE** \_\_\_\_\_ **DATE** \_\_\_\_\_

\_\_\_\_\_

**Proposed Person Hours and Fees**  
**Design Engineering Services for City of Alpena**  
**Bridge Preventative Maintenance Project**  
**Second Ave over Thunder Bay**  
December 2015

**Labor:**

Design Survey - Coordination				
Project Manager -	4 hours @	\$ 186.00 / hour	\$	744.00
				\$ 744.00
MDEQ Permit				
Project Manager -	2 hours @	\$ 186.00 / hour	\$	372.00
Civil Engineer IV -	10 hours @	\$ 123.00 / hour	\$	1,230.00
				\$ 1,602.00
Preparation of Preliminary Plans, Estimate and Special Provisions				
Project Manager -	140 hours @	\$ 186.00 / hour	\$	26,040.00
Engineer V -	144 hours @	\$ 150.00 / hour	\$	21,600.00
Engineer IV -	250 hours @	\$ 128.00 / hour	\$	32,000.00
Engineer IV - (Rd)	30 hours @	\$ 118.00 / hour	\$	3,540.00
Engineer IV -(QC signal)	6 hours @	\$ 127.00 / hour	\$	762.00
QC/QC, Sr. Engineer -	44 hours @	\$ 80.00 / hour	\$	3,520.00
<u>MIOSHA</u>				
Architech PM II	30 hours @	\$ 154.00 / hour	\$	4,620.00
Interior Designer II	15 hours @	\$ 65.00 / hour	\$	975.00
QA/QC - Facilities	2 hours @	\$ 150.00 / hour	\$	300.00
				\$ 93,357.00
Attendance of Grade Inspection Meeting				
Project Manager -	14 hours @	\$ 186.00 / hour	\$	2,604.00
				\$ 2,604.00
Preparation of Final Plans, Estimate and Special Provisions				
Project Manager -	105 hours @	\$ 186.00 / hour	\$	19,530.00
Engineer V -	102 hours @	\$ 150.00 / hour	\$	15,300.00
Engineer IV -	126 hours @	\$ 128.00 / hour	\$	16,128.00
Engineer IV - (Rd)	20 hours @	\$ 118.00 / hour	\$	2,360.00
Engineer IV -(QC signal)	4 hours @	\$ 127.00 / hour	\$	508.00
QC/QC, Sr. Engineer -	30 hours @	\$ 80.00 / hour	\$	2,400.00
<u>MIOSHA</u>				
Architech PM II	10 hours @	\$ 154.00 / hour	\$	1,540.00
Interior Designer II	5 hours @	\$ 65.00 / hour	\$	325.00
QA/QC - Facilities	2 hours @	\$ 150.00 / hour	\$	300.00
				\$ 58,391.00
Pre. Const. Meeting, Shop Drawing Review and Const. Assistance			N/A	

**Total 1079 hours                      Labor Fee \$    154,352.00**

**Expenses:**

Travel	450 miles	\$ 0.60 /mile	\$	270.00
Misc/postage	lump sum		\$	25.00
			<b>Expenses \$</b>	<b>295.00</b>

**Subconsultants**

Huron Engineering & Surveying	\$10,000.00
Stafford Bandlow Engineering, Inc.	\$83,934.00
Total Subconsultants	<u>\$93,934.00</u>

**Cost Summary**

Total Labor Cost	\$154,352.00
Total Direct Costs	\$295.00
Total Subconsultant Cost	\$93,934.00
<b>Total</b>	<b><u>\$248,581</u></b>



**Proposed Person Hours and Fees**  
**Design Engineering Services for City of Alpena**  
**Bridge Preventative Maintenance Project**  
**Second Ave over Thunder Bay**  
December 2016

**Labor:**

Preparation of Preliminary Plans, Estimate and Special Provisions

Principal - QA/QC	6 hours @	\$ 206.22 / hour	\$ 1,237.32	
Senior Mechanical Engineer	24 hours @	\$ 180.78 / hour	\$ 4,338.72	
Senior Electrical Engineer	18 hours @	\$ 224.43 / hour	\$ 4,039.74	
Project Manager	24 hours @	\$ 121.84 / hour	\$ 2,924.16	
Mechanical Engineer I	18 hours @	\$ 109.05 / hour	\$ 1,962.90	
Mechanical Engineer II	12 hours @	\$ 84.30 / hour	\$ 1,011.60	
Electrical Engineer II	18 hours @	\$ 97.09 / hour	\$ 1,747.62	
				\$ 17,262.06

Attendance of Grade Inspection Meeting

Senior Mechanical Engineer	4 hours @	\$ 180.78 / hour	\$ 723.12	
Senior Electrical Engineer	4 hours @	\$ 224.43 / hour	\$ 897.72	
				\$ 1,620.84

Preparation of Final Plans, Estimate and Special Provisions

Principal	23 hours @	\$ 206.22 / hour	\$ 4,743.06	
Senior Mechanical Engineer	90 hours @	\$ 180.78 / hour	\$ 16,270.20	
Senior Electrical Engineer	68 hours @	\$ 224.43 / hour	\$ 15,261.24	
Project Manager	90 hours @	\$ 121.84 / hour	\$ 10,965.60	
Mechanical Engineer I	68 hours @	\$ 109.05 / hour	\$ 7,415.40	
Mechanical Engineer II	45 hours @	\$ 84.30 / hour	\$ 3,793.50	
Electrical Engineer II	68 hours @	\$ 97.09 / hour	\$ 6,602.12	
				\$ 65,051.12

Pre. Const. Meeting, Shop Drawing Review and Const. Assistance

N/A

**Total 580 hours**

**Labor Fee \$ 83,934.02**

**Expenses:**

Misc lump sum

**Expenses \$ -**

**Total Fee \$ 83,934.02**



**Stafford Bandlow Engineering, Inc.**  
800 Hyde Park  
Doylestown, PA 18902



**Proposed Person Hours and Fees**  
**Design Engineering Services for City of Alpena**  
**Bridge Preventative Maintenance Project**  
**Second Ave over Thunder Bay**  
December 2015

**Labor:**

Design Survey					
	Crew -	52 hours @	\$ 145.00 / hour	\$	7,540.00
	Professional Staff -	24 hours @	\$ 85.00 / hour	\$	2,040.00
				\$	9,580.00
Assist with Preparation of Preliminary Plans, Estimate, Utility Notices and Special Provisions					
	Professional Staff -	5 hours @	\$ 85.00 / hour	\$	425.00
				\$	425.00
Pre. Const. Meeting, Shop Drawing Review and Const. Assistance					N/A
	<b>Total</b>	<b>81 hours</b>		<b>Labor Fee \$</b>	<b>10,005.00</b>

**Expenses:**

Misc	lump sum	<b>Expenses \$</b>	<b>-</b>
		<b>Total Fee \$</b>	<b><u>10,005.00</u></b>

LUMP SUM NOT TO EXCEED: **Rounded to \$10,000.00**



3205 US-23 South  
Alpena, MI 49707  
Ph: 989-356-6375  
Fax: 989-354-8286



## Tetra Tech

### Engineering Services Standard Terms & Conditions

**Services** Consultant will perform services for the Project as set forth in the provisions for Scope of Work/Fee/Schedule in the proposal and in accordance with these Terms & Conditions. Consultant has developed the Project scope of service, schedule, and compensation based on available information and various assumptions. The Client acknowledges that adjustments to the schedule and compensation may be necessary based on the actual circumstances encountered by Consultant in performing their services. Consultant is authorized to proceed with services upon receipt of an executed Agreement.

**Compensation** In consideration of the services performed by Consultant, the Client shall pay Consultant in the manner set forth above. The parties acknowledge that terms of compensation are based on an orderly and continuous progress of the Project. Compensation shall be equitably adjusted for delays or extensions of time beyond the control of Consultant. Where total project compensation has been separately identified for various tasks, Consultant may adjust the amounts allocated between tasks as the work progresses so long as the total compensation amount for the project is not exceeded.

**Fee Definitions** The following fee types shall apply to methods of payment:

- **Salary Cost** is defined as the individual's base salary plus customary and statutory benefits. Statutory benefits shall be as prescribed by law and customary benefits shall be as established by Consultant employment policy.
- **Cost Plus** is defined as the individual's base salary plus actual overhead plus professional fee. Overhead shall include customary and statutory benefits, administrative expense, and non-project operating costs.
- **Lump Sum** is defined as a fixed price amount for the scope of services described.
- **Standard Rates** is defined as individual time multiplied by standard billing rates for that individual.
- **Subcontracted Services** are defined as Project-related services provided by other parties to Consultant.
- **Reimbursable Expenses** are defined as actual expenses incurred in connection with the Project.

**Payment Terms** Consultant shall submit invoices at least once per month for services performed and Client shall pay the full invoice amount within 30 days of the invoice date. Invoices will be considered correct if not questioned in writing within 10 days of the invoice date. Client payment to Consultant is not contingent on arrangement of project financing or receipt of funds from a third party. In the event the Client disputes the invoice or any portion thereof, the undisputed portion shall be paid to Consultant based on terms of this Agreement. Invoices not in dispute and unpaid after 30 days shall accrue interest at the rate of one and one-half percent per month (or the maximum percentage allowed by law, whichever is the lesser). Invoice payment delayed beyond 60 days shall give Consultant the right to stop work until payments are current. Non-payment beyond 70 days shall be just cause for termination by Consultant.

**Additional Services** The Client and Consultant acknowledge that additional services may be necessary for the Project to address issues that may not be known at Project initiation or that may be required to address circumstances that were not foreseen. In that event, Consultant notify the Client of the need for additional services and the Client shall pay for such additional services in an amount and manner as the parties may subsequently agree.

**Site Access** The Client shall obtain all necessary approvals for Consultant to access the Project site(s).

**Underground Facilities** Consultant and/or its authorized subcontractor will conduct research and perform site reconnaissance in an effort to discover the location of existing underground facilities prior to developing boring plans, conducting borings, or undertaking invasive subsurface investigations. Client recognizes that accurate drawings or knowledge of the location of such facilities may not exist, or that research may reveal as-built drawings or other documents that may inaccurately show, or not show, the location of existing underground facilities. In such events, except for the sole negligence, willful misconduct, or practice not conforming to the Standard of Care cited in this Agreement, Client agrees to indemnify and hold Consultant and/or its Subcontractor harmless from any and all property damage, injury, or economic loss arising or allegedly arising from borings or other subsurface penetrations.

**Regulated Wastes** Client is responsible for the disposal of all regulated wastes generated as a result of services provided under this Agreement. Consultant and Client

mutually agree that Consultant assumes no responsibility for the waste or disposal thereof.

**Contractor Selection** Consultant may make recommendations concerning award of construction contracts and products. The Client acknowledges that the final selection of construction contractors and products is the Client's sole responsibility.

**Ownership of Documents** Drawings, specifications, reports, programs, manuals, or other documents, including all documents on electronic media, prepared under this Agreement are instruments of service and are, and shall remain, the property of Consultant. Record documents of service shall be based on the printed copy. Consultant will retain all common law, statutory, and other reserved rights, including the copyright thereto. Consultant will furnish documents electronically; however, the Client releases Consultant from any liability that may result from documents used in this form. Consultant shall not be held liable for reuse of documents or modifications thereof by the Client or its representatives for any purpose other than the original intent of this Agreement, without written authorization of and appropriate compensation to Consultant.

**Standard of Care** Services provided by Consultant under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Consultant makes no warranty or guaranty, either express or implied. Consultant will not be liable for the cost of any omission that adds value to the Project.

**Period of Service** Consultant shall perform the services for the Project in a timely manner consistent with sound professional practice. Consultant will strive to perform its services according to the Project schedule set forth in the provisions for Scope of Work/Fee/Schedule above. The services of each task shall be considered complete when deliverables for the task have been presented to the Client. Consultant shall be entitled to an extension of time and compensation adjustment for any delay beyond Consultant control.

**Insurance and Liability** Consultant shall maintain the following insurance and coverage limits during the period of service. The Client will be named as an additional insured on the Commercial General Liability and Automobile Liability insurance policies.

Worker's Compensation – as required by applicable state statute

Commercial General Liability - \$1,000,000 per occurrence for bodily injury, including death and property damage, and \$2,000,000 in the aggregate

Automobile Liability –\$1,000,000 combined single limit for bodily injury and property damage

Professional Liability (E&O) - \$1,000,000 each claim and in the aggregate

The Client shall make arrangements for Builder's Risk, Protective Liability, Pollution Prevention, and other specific insurance coverage warranted for the Project in amounts appropriate to the Project value and risks. Consultant shall be a named insured on those policies where Consultant may be at risk. The Client shall obtain the counsel of others in setting insurance limits for construction contracts.

**Indemnification** Consultant shall indemnify and hold harmless the Client and its employees from any liability, settlements, loss, or costs (including reasonable attorneys' fees and costs of defense) to the extent caused solely by the negligent act, error, or omission of Consultant in the performance of services under this Agreement. If such damage results in part by the negligence of another party, Consultant shall be liable only to the extent of Consultant's proportional negligence.

**Dispute Resolution** The Client and Consultant agree that they shall diligently pursue resolution of all disagreements within 45 days of either party's written notice using a mutually acceptable form of mediated dispute resolution prior to exercising their rights under law. Consultant shall continue to perform services for the Project and the Client shall pay for such services during the dispute resolution process unless the Client issues a written notice to suspend work.

**Suspension of Work** The Client may suspend services performed by Consultant with cause upon fourteen (14) days written notice. Consultant shall submit an invoice for services performed up to the effective date of the work suspension and the Client shall pay Consultant all outstanding invoices within fourteen (14) days. If the work suspension exceeds thirty (30) days from the effective work suspension date, Consultant shall be entitled to renegotiate the Project schedule and the compensation terms for the Project.

**Termination** The Client or Consultant may terminate services on the Project upon seven (7) days written notice without cause or in the event of substantial failure by the other party to fulfill its obligations of the terms hereunder. Consultant shall submit an invoice for services performed up to the effective date of termination and the Client shall pay Consultant all outstanding invoices within fourteen (14) days. The Client may withhold an amount for services that may be in dispute provided that the Client furnishes a written notice of the basis for their dispute and that the amount withheld represents a reasonable value.

**Authorized Representative** The Project Manager assigned to the Project by Consultant is authorized to make decisions or commitments related to the project on behalf of Consultant. Only authorized representatives of Consultant are authorized to execute contracts and/or work orders on behalf of Consultant. The Client shall designate a representative with similar authority.

**Project Requirements** The Client shall confirm the objectives, requirements, constraints, and criteria for the Project at its inception. If the Client has established design standards, they shall be furnished to Consultant at Project inception. Consultant will review the Client design standards and may recommend alternate standards considering the standard of care provision.

**Independent Consultant** Consultant is and shall be at all times during the term of this Agreement an independent consultant and not an employee or agent of the Client. Consultant shall retain control over the means and methods used in performing Consultant's services and may retain subconsultants to perform certain services as determined by Consultant.

**Compliance with Laws** Consultant shall perform its services consistent with sound professional practice and endeavor to incorporate laws, regulations, codes, and standards applicable at the time the work is performed. In the event that standards of practice change during the Project, Consultant shall be entitled to additional compensation where additional services are needed to conform to the standard of practice.

**Permits and Approvals** Consultant will assist the Client in preparing applications and supporting documents for the Client to secure permits and approvals from agencies having jurisdiction over the Project. The Client agrees to pay all application and review fees.

**Limitation of Liability** In recognition of the relative risks and benefits of the project to both the Client and Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of Consultant and its subconsultants to the Client and to all construction contractors and subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of Consultant and its subconsultants to all those named shall not exceed \$50,000 or the amount of Consultant's total fee paid by the Client for services under this Agreement, whichever is the greater. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.

**Consequential Damages** Neither the Client nor Consultant shall be liable to the other for any consequential damages regardless of the nature or fault.

**Waiver of Subrogation** Consultant shall endeavor to obtain a waiver of subrogation against the Client, if requested in writing by the Client, provided that Consultant will not increase its exposure to risk and Client will pay the cost associated with any premium increase or special fees.

**Environmental Matters** The Client warrants that they have disclosed all potential hazardous materials that may be encountered on the Project. In the event unknown hazardous materials are encountered, Consultant shall be entitled to additional compensation for appropriate actions to protect the health and safety of its personnel, and for additional services required to comply with applicable laws. The Client shall indemnify Consultant from any claim related to hazardous materials encountered on the Project except for those events caused by negligent acts of Consultant.

**Cost Opinions** Consultant shall prepare cost opinions for the Project based on historical information that represents the judgment of a qualified professional. The Client and Consultant acknowledge that actual costs may vary from the cost opinions prepared and that Consultant offers no guarantee related to the Project cost.

**Contingency Fund** The Client acknowledges the potential for changes in the work during construction and the Client agrees to include a contingency fund in the Project budget appropriate to the potential risks and uncertainties associated with the Project. Consultant may offer advice concerning the value of the contingency fund; however, Consultant shall not be liable for additional costs that the Client may incur beyond the contingency fund they select unless such additional cost results from a negligent act, error, or omission related to services performed by Consultant.

**Safety** Consultant shall be responsible solely for the safety precautions or programs of its employees and no other party.

**Information from Other Parties** The Client and Consultant acknowledge that Consultant will rely on information furnished by other parties in performing its services under the Project. Consultant shall not be liable for any damages that may be incurred by the Client in the use of third party information.

**Force Majeure** Consultant shall not be liable for any damages caused by any delay that is beyond Consultant's reasonable control.

**Waiver of Rights** The failure of either party to enforce any provision of these terms and conditions shall not constitute a waiver of such provision nor diminish the right of either party to the remedies of such provision.

**Warranty** Consultant warrants that it will deliver services under the Agreement within the standard of care. No other expressed or implied warranty is provided by Consultant.

**Severability** Any provision of these terms later held to violate any law shall be deemed void and all remaining provisions shall continue in force. In such event, the Client and Consultant will work in good faith to replace an invalid provision with one that is valid with as close to the original meaning as possible.

**Survival** All provisions of these terms that allocate responsibility or liability between the Client and Consultant shall survive the completion or termination of services for the Project.

**Assignments** Neither party shall assign its rights, interests, or obligations under the Agreement without the express written consent of the other party.

**Governing Law** The terms of agreement shall be governed by the laws of the state where the services are performed provided that nothing contained herein shall be interpreted in such a manner as to render it unenforceable under the laws of the state in which the Project resides.

**Collection Costs** In the event that legal action is necessary to enforce the payment provisions of this Agreement if Client fails to make payment within sixty (60) days of the invoice date, Consultant shall be entitled to collect from the Client any judgment or settlement sums due, reasonable attorneys' fees, court costs, and expenses incurred by Consultant in connection therewith and, in addition, the reasonable value of Consultant's time and expenses spent in connection with such collection action, computed at Consultant's prevailing fee schedule and expense policies.

**Equal Employment Opportunity** Consultant will comply with federal regulations pertaining to Equal Employment Opportunity. Consultant is in compliance with applicable local, state, and federal regulations concerning minority hiring. It is Consultant's policy to ensure that applicants and employees are treated equally without regard to race, creed, sex, color, religion, veteran status, ancestry, citizenship status, national origin, marital status, sexual orientation, or disability. Consultant expressly assures all employees, applicants for employment, and the community of its continuous commitment to equal opportunity and fair employment practices.

**Attorney Fees** Should there be any suit or action instituted to enforce any right granted in this contract, the substantially prevailing party shall be entitled to recover its costs, disbursements, and reasonable attorney fees from the other party. The party that is awarded a net recovery against the other party shall be deemed the substantially prevailing party unless such other party has previously made a bona fide offer of payment in settlement and the amount of recovery is the same or less than the amount offered in settlement. Reasonable attorney fees may be recovered regardless of the forum in which the dispute is heard, including an appeal.

**Third Party Beneficiaries** Nothing in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder. The Client agrees to include a provision in all contracts with contractors and other entities involved in this project to carry out the intent of this paragraph.

**Captions** The captions herein are for convenience only and are not to be construed as part of this Agreement, nor shall the same be construed as defining or limiting in any way the scope or intent of the provisions hereof.

# BUDGET AMENDMENT REQUEST

FUND: Major Street

DEPARTMENT: Construction

PROJECT: Second Avenue Bridge

Account No.	Account Description	Current Budget	Proposed Increase or (Decrease)	Proposed Budget
202-451-783-202	Mat/Cont - MDOT	\$55,000	\$249,000	\$304,000
	Fund Balance		(\$249,000)	(\$249,000)

### Justification for Budget Amendment

See attached memorandum dated December 14, 2015.

### 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 \_\_\_\_\_