

**ALPENA CITY COUNCIL MEETING**

**City Hall**

**July 20, 2020 – 6:00 p.m.**

**AGENDA**

**This meeting will be held in person, however the login information for virtual access is:**

**<https://www.gotomeet.me/CityofAlpena> or the Dial-In Number is**

**1 (646)749-3112. Access Code: 667-050-061.**

1. Call to Order.
2. Pledge of Allegiance.
3. Approval and Modification of the Agenda.
4. Approve Minutes –Regular & Closed Sessions of July 6, 2020.
5. Citizens Appearing Before Council on Agenda and Non-Agenda Items (Citizens Shall be Allowed a Maximum of Five (5) Minutes Each to Address Their Concerns. This is the Only Time During a Council Meeting that Citizens are Allowed to Address the Council).
6. Public Hearing.
7. Consent Agenda.
  - A. Bills to be Allowed, in the Amount of \$634,370.38.
  - B. Budget Amendment Requests for Carryover Projects from FY19/20.
  - C. Renewal of Auditing Services with Straley Lamp Kraenzlein P.C.
8. Presentations.

Target Alpena Report – Mike Mahler, Director of Economic Development.
9. Announcements.
10. Mayoral Proclamation.
11. Report of Officers.
12. Communications and Petitions.
13. Unfinished Business.
14. New Business.
  - A. Back-Up and Virtualization Cost-Share Agreements – Stephen Shultz, I.T. Coordinator.
  - B. Water Intake Inspection – Rich Sullenger, City Engineer.
  - C. Contract Modification for 2019 Resurfacing Project – Rich Sullenger, City Engineer.
  - D. Proposed Changes to Evergreen Cemetery Regulations-Mayor Waligora.

15. Adjourn to Closed Session to Discuss Collective Bargaining Agreements.
16. Return to Open Session.
17. Possible Action on a Collective Bargaining Agreement.
18. Adjourn.

Rachel R. Smolinski  
City Manager

## COUNCIL PROCEEDINGS

4.

July 6, 2020

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

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

Absent: None.

### PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

### MODIFICATIONS AND APPROVAL OF AGENDA

Moved by Councilmember Nowak, seconded by Mayor Pro Tem Johnson, to approve the agenda.

Motion carried 5-0.

### MINUTES

The minutes of the regular session of June 15, 2020 meeting were approved as printed.

### CONSENT AGENDA

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

1. Bills Allowed – in the Amount of \$892,487.24 be Allowed and the Mayor and City Clerk Authorized to Sign Warrant in Payment of Same.
2. Security Improvements & Budget Amendment Increase of \$29,443 in the General Fund.
3. Noise Variance for Joel Bauer 4 Judge Committee Fundraising Event on July 17, 2020 from 6:00 p.m. – 10:00 p.m.
4. Noise Variance for Joe's Bar on July 18, 2020 from 9:00 p.m. – 12:00 a.m.
5. Budget Amendment Request for FY21 – Increase of \$4.075 to the Equipment Fund for Retiree Healthcare.
6. Services Agreements for FY21.

Motion carried 5-0.

### HURON HUMANE SOCIETY

Moved by Councilmember Nowak, seconded by Mayor Pro Tem Johnson, to receive and file the Huron Humane Society's semi-annual report.

Motion carried 5-0.

### COMMUNITY IMPACT GRANT APPLICATION

Moved by Mayor Pro Tem Johnson, seconded by Councilmember Nowak, to approve the grant application completed by Police Chief Joel Jett, for the purchase of a portable radar speed sign.

Motion carried 5-0.

### PUBLIC COMMENT

Joel Bauer, who lives at 327 S State Avenue, informed Council that he is not moving forward

with his event due to COVID-19. He does not need the noise variance that was approved on the consent agenda.

**RECESS**

The Municipal Council recessed at 6:43 p.m.

**RECONVENE - CLOSED SESSION**

Moved by Councilmember Nowak, seconded by Mayor Pro Tem Johnson, to adjourn to closed session to discuss collective bargaining agreements and attorney/client consultation regarding the Alpena Biorefinery at 6:53 p.m.

Motion carried 5-0.

**RECONVENE – OPEN SESSION**

Moved by Councilmember Nowak, seconded by Mayor Pro Tem Johnson to reconvene in open session at 7:45 p.m.

Motion carried 5-0.

**ADJOURN**

On motion of Councilmember Nowak, seconded by Mayor Pro Tem Johnson, the Municipal Council adjourned at 7:45 p.m.

Matthew Waligora  
Mayor

ATTEST:

Anna Soik  
City Clerk

## INVOICE REGISTER

EXP CHECK RUN DATES 07/21/2020 - 07/21/2020

UNJOURNALIZED

OPEN - CHECK TYPE: PAPER CHECK

VENDOR	INVOICE #	DESCRIPTION	AMOUNT
A-1 TREE SERVICE	20-283	STUMP GRINDING - MAJ/LOC ST	3,680.00
AIRGAS USA LLC	9102020241	SUPPLIES - EMS DISP	38.42
AIRGAS USA LLC	9102376319	SUPPLIES - EMS DISP	41.47
AIRGAS USA LLC	9971755880	VEH MAINT - DPW	68.20
AIRGAS USA LLC	9102714284	SUPPLIES - EMS DISP	25.84
ALLEGRA ALPENA	150275	SUPPLIES - CODE	139.59
ALPENA ALCONA MONTMORENCY ISD	071620	PAYMENT IN LIEU OF TAXES	5,353.00
ALPENA AREA CHAMBER OF COMM	071720	TARGET FY 20-21 EDC SVCS	20,000.00
ALPENA AUTO ELECTRIC	58627	VEH MAINT - DPW	95.00
ALPENA COMMUNITY COLLEGE	071620	PAYMENT IN LIEU OF TAXES	6,116.01
ALPENA COUNTY TREASURER	071620	PAYMENT IN LIEU OF TAXES	22,094.69
ALPENA GLASS CO INC	391624	MAINT - PUBLIC WORKS	140.00
ALPENA LAWN CARE & MAINTENANCE	4897	MOWING - CODE ENFORCEMENT	720.00
ALPENA MARKETPLACE PRODUCTIONS	100 06/20	TAPING FEES - COUNCIL MTG	450.00
ALPENA POWER COMPANY	072120	ELECTRIC	6,395.09
ALPENA PUBLIC SCHOOLS	071620	PAYMENT IN LIEU OF TAXES	4,402.58
ALPENA STREET PERFORMERS	107	STREET PERFORMERS 2020 - DDA	1,000.00
ALPENA SUPPLY CO	S100253345.001	MAINT - PARKS	7.07
ALPENA SUPPLY CO	S100255293.001	SUPPLIES - PARKS	30.75
ALPENA SUPPLY CO	S100256238.001	VEH MAINT - DPW	13.17
ALPENA SUPPLY CO	S100256971.001	SUPPLIES - BOAT HARBOR	10.01
ALPENA TRIM LLC	062520	MAINT - BOAT HARBOR	70.00
ALPENA TRIM LLC	071320	MAINT - PARKS	40.00
AMAZON CAPITAL SERVICES INC	173M-LMNG-NC44	SUPPLIES - PARKS	383.64
AMAZON CAPITAL SERVICES INC	134D-DGNT-DYJ1	SUPPLIES - PARKS	203.10
AMAZON CAPITAL SERVICES INC	1FFY-HGJK-1V3K	SUPPLIES - IT	268.49
AMAZON CAPITAL SERVICES INC	1CYG-PWQQ-WDW	SUPPLIES - EMS DISP	758.48
AMAZON CAPITAL SERVICES INC	1GGN-YQKN-TXQX	SUPPLIES - IT	65.98
AMAZON CAPITAL SERVICES INC	1JLG-VR73-CN4X	SUPPLIES - IT	45.22
AMAZON CAPITAL SERVICES INC	1FDL-G993-HLV3	SUPPLIES - IT/POL	77.54
ANDREW PRZESLAWSKI	070120	STARLITE RENT REFUND	50.00
ANDREW WILLIAMS	062920	MEAL REIMB - EMS	30.00
BELL EQUIPMENT COMPANY	0170512	VEH MAINT #66	520.69
BELL EQUIPMENT COMPANY	0171421	VEH MAINT #94	265.79
BOUND TREE MEDICAL LLC	83685521	SUPPLIES - EMS DISP	239.80
BOUND TREE MEDICAL LLC	83678317	SUPPLIES - EMS DISP	183.30
BP	58503737	GAS/FUEL - FIRE/EMS/EQ	5,285.64
BRETT MILLER	071320	MEAL REIMB - EMS	98.34
BRUCE TILLINGER	063020	MECHANICAL INSP SVCS 06/20	2,440.00
BRUCE TILLINGER	063020A	PLUMBING INSP SVCS 06/20	1,134.00
BUILDERS FIRST SOURCE	46831476	MAINT - PARKS	11.98
BUILDING EXPRESS	38879	MAINT - PUBLIC SAFETY BLDG	87.50
BUILDING EXPRESS	38888	MAINT - BOAT HARBOR	105.00
BUILDING EXPRESS	38933	MAINT - CITY HALL	70.00
BUILDING EXPRESS	38953	MAINT - CH/PARKS	70.00
CARQUEST AUTO PARTS	407771	VEH MAINT #64	9.25
CARQUEST AUTO PARTS	407821	VEH MAINT - DPW	77.06
CARQUEST AUTO PARTS	407837	VEH MAINT - EMS	982.00
CARQUEST AUTO PARTS	408316	VEH MAINT - EMS	(306.23)
CARQUEST AUTO PARTS	408380	VEH MAINT - DPW	87.33
CARQUEST AUTO PARTS	408394	VEH MAINT - DPW	38.53
CARQUEST AUTO PARTS	408570	VEH MAINT - EMS	26.51
CARQUEST AUTO PARTS	408613	VEH MAINT - DPW	12.16
CARQUEST AUTO PARTS	408814	VEH MAINT #64	1.51
CARQUEST AUTO PARTS	409664	MAINT - PUBLIC WORKS	13.31
CARQUEST AUTO PARTS	409859	VEH MAINT #75	20.66
CARQUEST AUTO PARTS	409976	VEH MAINT - CAR 2	(99.00)
CARQUEST AUTO PARTS	409916	VEH MAINT - CAR 2	282.35
CARQUEST AUTO PARTS	409917	MAINT - BOAT HARBOR	32.86
CARQUEST AUTO PARTS	410193	VEH MAINT - DPW	11.82
CARQUEST AUTO PARTS	410308	VEH MAINT - FIRE/EMS	31.84
CARQUEST AUTO PARTS	410327	SUPPLIES - FIRE/EMS	19.11
CHARTER COMMUNICATIONS	2978 07/20	WATER TWR INTERNET SIGNALS	566.88
CHARTER COMMUNICATIONS	7316 07/20	FAX LINE - PUBLIC WORKS	89.98
CLEAR WATER LAKE MANAGEMENT INC	1618	MAINT - BOAT HARBOR	1,120.00
CONTROL SOLUTIONS INC	12770	SOFTWARE MAINT - CITY HALL	589.00
DAVE SCHULTZ CONSTRUCTION AND	062120	BLDG MAINT - FIRE/EMS	550.00
DAVE SCHULTZ CONSTRUCTION AND	070220	BLDG MAINT - FIRE/EMS	139.00

INVOICE REGISTER

EXP CHECK RUN DATES 07/21/2020 - 07/21/2020

UNJOURNALIZED

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VENDOR	INVOICE #	DESCRIPTION	AMOUNT
DE LAGE LANDEN FINANCIAL SERVICES	67505234	SWITCHES - IT	2,115.29
DE LAGE LANDEN FINANCIAL SERVICES	68588395	COPIER LEASE 08/20 - DDA	56.55
DEAN ARBOUR FORD LINCOLN MERCURY	153323	VEH MAINT - FIRE EQ	1,154.00
DEAN ARBOUR FORD LINCOLN MERCURY	155273	VEH MAINT - POLICE	233.32
DECLAN HIGGINS	072120	SAFETY SHOE/WORK APPAREL ALLOW - PW	150.44
DONALD H GILMET	062920	SAFETY SHOE ALLOW - BLDG	125.00
DONALD H GILMET	063020	MILEAGE 06/20	227.70
DORNBOS SIGN & SAFETY INC	INV50234	SUPPLIES - BOAT HARBOR	413.91
DTE ENERGY	072120	GAS	3,662.46
EAGLE SUPPLY CO	115054	SUPPLIES - FIRE/EMS	142.82
EAGLE SUPPLY CO	115431	SUPPLIES - PUBLIC SAFETY	413.36
ELECTION SOURCE	20-49598	SUPPLIES - ELECTION	65.58
ELECTION SOURCE	20-49812	SUPPLIES - ELECTION	34.97
ELECTION SOURCE	20-50452	SUPPLIES - ELECTION	12.18
ETNA SUPPLY	5200	S103566276.001	168.00
FASTENAL COMPANY	MIALP176281	SUPPLIES - PUBLIC WORKS	167.39
FITZPATRICK'S HARDWARE	5244401	SUPPLIES - FIRE/EMS	25.99
FRANCIS ROSINSKI	063020	ELECTRICAL INSP SVCS 06/20	1,264.00
FRONTIER	2793 07/20	TELEPHONE - POL/FIRE/EMS	108.65
FRONTIER	4175 07/20	TELEPHONE - FIRE/EMS	40.64
FRONTIER	5445 07/20	TELEPHONE - FIRE/EMS	75.46
FRONTIER	7204 07/20	ELEVATOR TELEPHONE - CITY HALL	57.60
FRONTIER	7430 07/20	ELEVATOR TELEPHONE - PUBLIC SAFETY	57.60
GREENWAY	063020	DUMPSTER CHARGES 06/20	1,737.50
HAROLD KNOPP	071020	MEAL REIMB - EMS	12.78
HAROLD KNOPP	071220	MEAL REIMB - EMS	11.06
HOME DEPOT CREDIT SERVICES	5074656	SUPPLIES - PW/EQ	47.09
HOME DEPOT CREDIT SERVICES	8051643	BLDG MAINT - FIRE/EMS	190.37
HOME DEPOT CREDIT SERVICES	8051662	UNIFORMS - FIRE/EMS	99.97
HURON HUMANE SOCIETY	071720	FY 20-21 CONTRIBUTION	5,000.00
INTERSTATE BATTERY SYSTEM INC	23420481	VEH MAINT - DPW	108.95
IRVING ENTERTAINMENT	071420	PROMOTIONAL VIDEOS - DDA	745.00
JEFFRESS-DYER INC	070720	APPRAISAL - NO INDUSTRIAL PK	800.00
KCI	290465	POSTAGE/TAX MAILING SVCS	2,819.69
KENDALL ELECTRIC INC	S109215351.002	BRIDGE MAINT - MAJ ST	247.29
L & S TRANSIT MIX CO	59536	MAINT - SEW/WATER	18.00
L & S TRANSIT MIX CO	59544	MAINT - SEWER	19.00
LAKE STATE RAILWAY CO	124321	2020 RR SIGNAL MAINT - MAJ ST	11,993.00
LAPPAN AGENCY INC	155776	POLLUTION LIABILITY INSURANCE	2,020.00
LAURA SHEARER	201	ARTIST LODGING - DDA	500.00
LIQUID CALCIUM CHLORIDE INC	059675	DUST CONTROL - PW/PKS	2,403.20
LIQUID CALCIUM CHLORIDE INC	059676	DUST CONTROL - MAJ/LOC ST	5,553.13
LUCILLE BRAY	070220	FSA MEDICAL REIMB 03-06/20	306.37
MARK PIOTROWSKI	071320	MURAL PROJECT 2020 - DDA	2,250.00
MASTERS & LALONDE SHOES	49912	UNIFORMS - FIRE/EMS	100.00
MCDONALD AUTO SUPPLY INC	932251	SUPPLIES - FIRE/EMS	12.80
MCDONALD AUTO SUPPLY INC	932256	SUPPLIES - FIRE/EMS	38.91
MCDONALD AUTO SUPPLY INC	932279	SUPPLIES - FIRE/EMS	11.99
MCDONALD AUTO SUPPLY INC	932280	SUPPLIES - FIRE/EMS	1.68
MCDONALD AUTO SUPPLY INC	932341	SUPPLIES - FIRE/EMS	129.99
MICHIGAN ASSOCIATION OF PLANNING	1097 07/20	2020-21 MEMBERSHIP DUES	675.00
MICHIGAN CAT	PD11185400	VEH MAINT #57	1,341.71
MICHIGAN ELECTION RESOURCES	12231	ELECTION SUPP - CLERK/TREAS	84.62
MICHIGAN ELECTION RESOURCES	12683	ELECTION SUPP - CLERK/TREAS	239.72
MICHIGAN MUNICIPAL LEAGUE	050120	2020-21 MEMBERSHIP DUES	6,397.00
MICHIGAN PIPE & VALVE	T007536	STORES - FERNCO	301.00
MICHIGAN PIPE & VALVE	T007847	STORES - CPLG	168.00
MICHIGAN STATE POLICE	551-562570	SOR REGISTRATION - POLICE	150.00
MID MICHIGAN MEDICAL CENTER-ALPENA	466	SUPPLIES - EMS DISP	220.00
MILLER OFFICE MACHINES	AR11495	COPIER MAINT 06/20 - CH/PSF	388.38
MML WORKERS COMP FUND	10752205	WORKERS COMP PREMIUM - DDA	1,149.00
NEMCOG	07-930-200710	ELECTRONICS CLEAN-UP CONTRIBUTION	2,417.00
NORTH CENTRAL SECURITY LTD	070420	SECURITY - FIREWORKS	666.00
NORTHERN CLEANING & MAINTENANCE	070120	MAINT - DDA	140.00
OFFICE DEPOT	14657782	SUPPLIES - PUBLIC SAFETY	406.72
OFFICE DEPOT	15228729	SUPPLIES - CITY HALL	625.23
OFFICE DEPOT	15228769	SUPPLIES - PUBLIC SAFETY	532.80
OFFICE DEPOT	15228797	SUPPLIES - PUBLIC WORKS	135.95

INVOICE REGISTER

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VENDOR	INVOICE #	DESCRIPTION	AMOUNT
OMEGA ELECTRIC & SIGN CO INC	17302	VEH MAINT - DARE	85.00
PARK FAMILY FOUNDATION	061520	20-21 CONTRIBUTION	2,000.00
PITNEY BOWES INC	1015887661	SUPPLIES - CITY HALL	226.08
PLS PRINTING SERVICES LLC	49367	SUPPLIES - POLICE	130.00
PNC FINANCIAL SERVICES GROUP	070720	HEALTH ACTUARY FUND	308,880.00
POWER LINE SUPPLY CO	56479771	TRUCK TESTING - DPW	900.00
PRESQUE ISLE ELECTRIC & GAS CO	81166373 0620	ELECTRIC - AIR BASE	48.48
PRINTING SYSTEMS INC	214288	SUPPLIES - CLERK/TREAS	241.68
PROPANE PLUS INC	143441	PROPANE - TRAILHEAD	139.95
PROPANE PLUS INC	143871	PROPANE - CEMETERY	267.72
R & R FIRE TRUCK REPAIR	57813	VEH MAINT - FIRE EQ	161.00
RAPID RESULTS	10643	DRUG SCREEN - PUBLIC WORKS	45.00
RAPID RESULTS	10677	DRUG/SLCOHOL SCREEN - EQ	75.00
RESERVE ACCOUNT-PITNEY BOWES	070120	POSTAGE - MAIL MACHINE	3,057.00
REVIZE LLC	10246	WEBSITE TECH SUPPORT	1,900.00
ROWLEYS WHOLESale	1165110-00	VEH MAINT - DPW	149.90
ROWLEYS WHOLESale	1165127-00	VEH MAINT - DPW	992.00
ROWLEYS WHOLESale	1165128-00	VEH MAINT - DPW	901.19
SCHINDLER ELEVATOR CORPORATION	8105365111	ELEV MAINT - PUBLIC SAFETY	3,171.12
SEVAN K INC	313 06/20	VEH MAINT - POLICE	138.75
SOUTHERN COMPUTER WAREHOUSE	IN-000644258	LENOVO NOTEBOOKS - IT	4,034.88
SOUTHERN COMPUTER WAREHOUSE	IN-000646143	SUPPLIES - IT	23.63
STANDARD ELECTRIC CO	4023091-00	BRIDGE MAINT - MAJ ST	41.91
STANDARD ELECTRIC CO	4023318-00	BRIDGE MAINT - MAJ ST	493.63
STANDARD ELECTRIC CO	4023534-00	MAINT - LIGHTS	17.12
STANDARD ELECTRIC CO	4023782-00	MAINT - LIGHTS	68.48
STANDARD ELECTRIC CO	4023815-00	MAINT - LIGHTS	50.96
STANDARD ELECTRIC CO	4024454-00	BRIDGE MAINT - MAJ ST	260.30
STANDISH MILLING COMPANY INC	0103355-IN	STORES - GRASS SEED	315.00
STATE OF MICHIGAN	025287 07/20	MAINT - CITY HALL	195.00
STATE OF MICHIGAN	071620	PAYMENT IN LIEU OF TAXES	69,792.75
STRALEY LAMP & KRAENZLEIN PC	31884	MONTHLY FEE 05/20	3,255.00
SUPERIOR FABRICATING INC	15345	VEH MAINT #91	449.00
SUPERIOR IMAGE CLEANING	070620	CITY CUSTODIAL SERVICES	3,348.88
TELEFLEX LLC	9502687288	SUPPLIES - EMS	1,345.50
TELNET	198866	TELEPHONE	359.94
TENURGY LLC	ALP-106	ELECTRIC RATE SAVINGS - WTR PLNT/LFT S	281.64
THE ALPENA NEWS	DC1107 06/20	PUBLISHING/ADVERTISING	751.62
THE ALPENA NEWS	LC1107 06/20	PUBLISHING/ADVERTISING	1,704.35
THE ALPENA NEWS	0102ALP2010 04/20	SUBSCRIPTION - DDA	244.40
THE SHERWIN WILLIAMS CO	8263-4	SUPPLIES - CEMETERY	47.57
THE SHERWIN WILLIAMS CO	8272-5	SUPPLIES - CEMETERY	18.64
THE SHERWIN WILLIAMS CO	8394-7	SUPPLIES - PARKS	47.57
THE SHERWIN WILLIAMS CO	8449-9	SUPPLIES - PARKS	47.57
THOMPSONS LINEN SERVICE	70483 06/20	RUGS/UNIFORMS/SUPP-CH/CEM/PSF/PW/PK:	603.52
TRACTOR SUPPLY CREDIT PLAN	200858558	MAINT - LOC ST	34.99
TRACTOR SUPPLY CREDIT PLAN	200861616	SUPP/MAINT - PW/PKS/MAJ/LOC ST	105.88
TRUE NORTH RADIO NETWORK	20060268	ADVERTISING - DDA	300.00
TRUGREEN PROCESSING CENTER	123221925	MAINT - CEMETERY	39.95
ULINE	121664001	SUPPLIES - POLICE	121.90
VISA/ELAN FINANCIAL SERVICES	1790 07/20	SUPP/TR REG - POLICE	1,171.19
VISA/ELAN FINANCIAL SERVICES	3610 07/20	SUPP/TR/PROMO/UTIL - DDA	653.99
VISA/ELAN FINANCIAL SERVICES	3660 07/20	RECEPTACLES - BOAT HARBOR	2,215.20
VISA/ELAN FINANCIAL SERVICES	4503 07/20	MAINT - IT/PKS	803.30
VISA/ELAN FINANCIAL SERVICES	5087 07/20	WEB REFUND/ZOOM/MBR DUES - MGR	251.78
VISA/ELAN FINANCIAL SERVICES	6116 07/20	SUPP/LIC/MTG/FEES - FIRE/EMS	714.48
VISA/ELAN FINANCIAL SERVICES	6134 07/20	MAINT/SUPP - IT/CH/PW	964.69
WAL-MART	026968	SUPPLIES - FIRE/EMS	45.17
WAL-MART	027427	SUPPLIES - PARKS	25.40
WAL-MART	004919	SUPPLIES - PARKS	21.12
WAL-MART	016095	MAINT - LOC ST	184.76
WAL-MART	018213	MAINT - MAJ ST	79.28
WEINKAUF PLUMBING & HEATING INC	8922	MAINT - STARLITE	2,274.63
WEINKAUF PLUMBING & HEATING INC	8714	BLDG MAINT - FIRE/EMS	439.79
WEINKAUF PLUMBING & HEATING INC	8824	BLDG MAINT - FIRE/EMS	190.00
WEX BANK	66377514	GAS/FUEL-POL/FIRE/EMS/EQ/SUEZ	2,871.26
WITMER PUBLIC SAFETY GROUP	E1969539.001	UNIFORMS - FIRE/EMS	48.00
WITMER PUBLIC SAFETY GROUP	E1969539	UNIFORMS - FIRE/EMS	75.77

INVOICE REGISTER

EXP CHECK RUN DATES 07/21/2020 - 07/21/2020  
UNJOURNALIZED  
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VENDOR	INVOICE #	DESCRIPTION	AMOUNT
WITMER PUBLIC SAFETY GROUP	2033500	UNIFORMS - FIRE/EMS	15.99
WITMER PUBLIC SAFETY GROUP	E1970553	UNIFORMS - FIRE/EMS	52.98
WITMER PUBLIC SAFETY GROUP	E1971575	UNIFORMS - FIRE/EMS	41.82
WITMER PUBLIC SAFETY GROUP	E1972500	SUPPLIES - FIRE	41.82
WITMER PUBLIC SAFETY GROUP	E1971574	SUPPLIES - FIRE	194.86
WITMER PUBLIC SAFETY GROUP	E1969539.002	UNIFORMS - FIRE/EMS	139.18
WITMER PUBLIC SAFETY GROUP	E1971057	UNIFORMS - FIRE/EMS	153.47
WITMER PUBLIC SAFETY GROUP	E1971574.001	SUPPLIES - FIRE/EMS	265.18
WITMER PUBLIC SAFETY GROUP	E1974813	UNIFORMS - FIRE/EMS	412.92
WOLVERINE STATE CREDIT UNION	071520	BASKETBALL CT RENT REFUND	210.00
ZONTA CLUB OF ALPENA	070120	2020-21 MEMBERSHIP DUES - DDA	272.00

**Total: 578,351.60**

CHECKS RAN ON 7/8/20 56,018.78  
 (BREAKDOWN OF INVOICES PAID ATTACHED) -----  
 TOTAL FOR 7/20/20 COUNCIL MEETING 634,370.38



**INVOICE REGISTER**

EXP CHECK RUN DATES 07/08/2020 - 07/08/2020

UNJOURNALIZED

OPEN - CHECK TYPE: PAPER CHECK

<b>VENDOR</b>	<b>INVOICE #</b>	<b>DESCRIPTION</b>	<b>AMOUNT</b>
ALPENA POWER COMPANY	070820	ELECTRIC	34,091.42
BERG ASSESSING & CONSULTING INC	070820	ASSESSING CONTRACTED SVCS 07/20	7,083.00
CABIN CREEK COFFEE	062920	SMALL BUSINESS RELIEF GRANT	750.00
CHARTER COMMUNICATIONS	0591 07/20	FAX LINE - CITY HALL	79.98
CITY TREASURER	063020	PETTY CASH - CITY HALL	394.84
EMERY ENTERPRISES	062920	SMALL BUSINESS RELIEF GRANT	625.00
FAMILY ENTERPRISE EMBROIDERY	062920	SMALL BUSINESS RELIEF GRANT	1,250.00
FRONTIER	9535 07/20	ALARM PHONE LINES - SEWER	594.54
GREAT LAKES DIVERS	062920	SMALL BUSINESS RELIEF GRANT	525.00
LATTITUDES TAVERN	062920	SMALL BUSINESS RELIEF GRANT	1,000.00
MANGO'S TEQUILA BAR	062920	SMALL BUSINESS RELIEF GRANT	1,500.00
MUDDY PAWS	062920	SMALL BUSINESS RELIEF GRANT	375.00
MYERS' FASHIONS ETC	062920	SMALL BUSINESS RELIEF GRANT	750.00
OLIVET BOOK AND GIFT	062920	SMALL BUSINESS RELIEF GRANT	1,250.00
PARALLEL 45 BOOKS & GIFTS	062920	SMALL BUSINESS RELIEF GRANT	500.00
RUSTY PETUNIAS MARKETPLACE	062920	SMALL BUSINESS RELIEF GRANT	750.00
STUDIO RUBEDO	062920	SMALL BUSINESS RELIEF GRANT	500.00
THE ALPENA NEWS	062920	SMALL BUSINESS RELIEF GRANT	1,000.00
THE BLACK SHEEP	062920	SMALL BUSINESS RELIEF GRANT	750.00
THE FRESH PALATE	062920	SMALL BUSINESS RELIEF GRANT	1,500.00
THE LOCAL BASKET CASE	062920	SMALL BUSINESS RELIEF GRANT	750.00

**Total: 56,018.78**

# BUDGET AMENDMENT REQUEST

FUND: Major and Local Streets  
 DEPARTMENT: Construction  
 PROJECT: Carryover from FY 19-20 to FY 20-21

Account No.	Account Description	Current Budget	Proposed Increase or (Decrease)	Proposed Budget
202-451-782-000	Mat/Cont - Streets	\$382,000	\$45,000	\$427,000
203-451-782-000	Mat/Cont - Streets	\$200,000	\$32,000	\$232,000

Justification for Budget Amendment

Carry over funding for Thin Overlay Resurfacing

**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

# BUDGET AMENDMENT REQUEST

FUND: Sewer  
 DEPARTMENT: Treatment & Collection  
 PROJECT: Carryover from FY 19-20 to FY 20-21

Account No.	Account Description	Current Budget	Proposed Increase or (Decrease)	Proposed Budget
590-538-981-051	Cap Sewer Mains	\$1,401,100	\$285,000	\$1,686,100
590-537-981-000	Cap Outlay	\$270,000	\$8,900	\$278,900

Justification for Budget Amendment

Sewer Mains - Oliver Street was slated to be started last FY but was delayed, Sewer Treatment - Capital Outlay Funding to continue

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RAS pump Replacement

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**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

# BUDGET AMENDMENT REQUEST

FUND: Water  
 DEPARTMENT: Treatment & Distribution  
 PROJECT: Carryover from FY 19-20 to FY 20-21

Account No.	Account Description	Current Budget	Proposed Increase or (Decrease)	Proposed Budget
591-541-982-000	Capital Outlay	\$360,000	\$46,200	\$406,200
591-542-982-051	Cap - Water Mains	\$1,195,000	\$154,500	\$1,349,500

Justification for Budget Amendment

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Capital Outlay at the Treatment Plant Complete Scada and Filtration Controls, Capital Water mains carryover funding for Oliver Street

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**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

# Memorandum



**To:** Mayor Waligora and Municipal Council  
**From:** Anna Soik, City Clerk/Treasurer/Finance Director AS  
**Date:** July 15, 2020  
**Re:** Renewal of Auditing Services – Straley Lamp & Kraenzlein P.C..

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The City's auditing firm, Straley Lamp & Kraenzlein P.C. has submitted their service contract for the 2020/21 fiscal year. There will be a \$30 monthly decrease in fees which equates to \$360. The fees will be \$3,225 per month totaling \$38,700 for the fiscal year. This annual fee does not include SEC Filings, Single Audits and Special Reports such as the F65.

The City has a long working history with Straley Lamp & Kraenzlein P.C. With their assistance, we have earned 25 awards for Financial Reporting from the Government Finance Officers Association.

I am recommending that we renew our contract with Straley Lamp & Kraenzlein P.C. for the 2020/21 fiscal year for a total of \$38,700.

Please accept this written update to serve as our report as required by our scope of services agreement.

Up until Mid-March Alpena was continuing to consistently post the lowest unemployment rates in the region. Presently we stand at 18.6% (April '19) which is below the state average of 23.8% and above the national average of 14.7%.

Pre Covid it was business as usual. I had picked up right where Jim Klarich had left off. Target was organizing developer meetings to include many city properties. There was interest in a second downtown hotel that included meetings with developers and creation of potential site plans. I spent some time getting caught up on some of the projects and people Jim was working on quietly.

The Post Covid world created a shift away from business development and recruitment to business retention and survival. To that end Target has done several things:

- We made modifications to our revolving loan fund plans to allow for small Pandemic loans with favorable terms. The RLF plan serves Alpena.
- We sent letters to Alpena borrowers in good standing allowing them to seek a 90-day forbearance (payment deferral) to conserve cash. 2 borrowers have taken us up on this arrangement
- We did administer over the MEDC grant and loan program in March / April covering 5 counties which resulted in \$56,000 in direct grants being funneled into local 36 small Alpena area businesses. Across all 5 counties, 112 businesses were helped. This was more than a full-time job that lasted about a month.
- We did something similar with the "All in for Alpena" campaign which was modeled after the MEDC program. Target provided the materials to meet the goals of the "All in for Alpena" program. Almost \$46,000 was raised and subsequently delivered by Target to support area businesses. These 32 grant recipients represent 243 local jobs. We used this opportunity to seek a match from the DDA fund balance which was done bringing up the total to nearly \$60,000 with the additional funding for the DDA businesses.
- Most recently we have been asked to provide direct oversight of the administration of round 2 of the MEDC grant program. We now will have \$3.5 million to deliver to area businesses. Alpena (County) will get over \$930,000 to be allocated by a committee for the benefit of local businesses and non-profits. Target does not make decisions on the grant requests themselves. That duty falls to the committee. Each county is represented by 2 committee members.

Outside of these initiatives above, I have been working closely with the city on development initiatives. Among them:

- Target was directly involved with the CRTC to organize local efforts to pursue available grants through the Office of Economic Adjustment (OEA) for the Defense Community Infrastructure Program (DCIP).

Target Alpena quarterly report to the City  
July 20, 2020

- The City submitted a proposal under this program for the replacement of the 2 Still water wells.
- NOAA submitted a proposal to fund the riverside park alongside and in front of the Maritime Heritage Center.
- Both grants were well prepared and seem to fit better the program goals than any of the other projects that were discussed statewide. Priority number one for this program is to Improve the quality of life for military personnel and their spouses. Both projects do exactly that. We will know if we made the cut in August.
- 
- I have been collaborating with city staff and the City Manager on the developer interest in the city property north of town.
- Anecdotally I have seen more investor / developer interest in the area than I might have predicted in the face of the pandemic. I share this as an optimistic sign that the recovery will be v-shaped as many economists hoped which represents the best-case scenario for the country, region and of course the city. My hope is a second Covid wave, continued social unrest and the upcoming elections do not create headwinds for the recovery. Time will tell.

Target remains focused on the former Antique Mall building. I do have an interested party but they will need the current owner to work with them on the roof repairs. The prospective buyer will also need additional funding to bring the building back up to where we need to get it. The potential is great, and the developer has demonstrated that they will do the right thing in terms of repair and restoration. I will continue to work with the interested party to attempt move this sale along.

I recently met with Ted Fines the Executive Director of Habitat for Humanity on their plans for the former Restore site. They are considering different options for the site including a rebuild with potential mixed use or potentially a sale of it if they could find a suitable existing building around town. More to come.

The SBDC business counseling activity is beginning to rebound; here is a snapshot of YTD activity:

2020 Jan 1 – June 30 Recap

Impact has been low so far, but activity is still ongoing.

***Alpena County***

Total clients with contact – 60 with 185 hours

***Alpena City***

40 clients with 81 contact hours

Target Alpena quarterly report to the City  
July 20, 2020

Impact – City clients account for all impact so far in the year

1 New start, 8 jobs created, \$145,000 capital formation achieved.

There are no new loan requests in process.

While there has been significant turnover at the Chamber since the start of the year, things are in good hands. Adam and I work well together, and both have a commitment to help this area and will continue to collaborate with the city and the rest of our strategic partners to that end.

We wish to thank you for your continued support of our efforts. If you have any questions or comments concerning our activities, please don't hesitate to contact me or ask me during my update at the meeting.

Respectfully submitted,

Mike Mahler

Director of Economic Development

Target Alpena






# Memorandum

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Date: July 14, 2020

To: Mayor and City Council Members

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

From: Stephen J. Shultz, I.T. Coordinator 

Subject: Alpena County IT Agreement  
Back-Up and Virtualization Cost-Share Agreements

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In 2009, the City entered into an Agreement with the County of Alpena to provide I.T. services for a period of five years and eight months. This relationship proved successful for both parties as the City received excellent service and we also began to share the cost of resources which may not have been affordable for either single party if purchased independently. In 2015, the Agreement was renewed for five years and set-up to align with the City's fiscal year for easier budgeting. A new Agreement has been proposed by the County of Alpena to begin this month and extend to June 30, 2025. See attached.

As typical with most contracts, an escalator is built into each year. The County is proposing a 2% increase over last year's cost as well as a 2% increase in each year thereafter.

The IT Committee, which consists of the City Manager, City Engineer, and IT Coordinator, has met with the County IT department and representatives of the Alpena County Board of Commissioners to discuss the new Agreement and its content. City staff finds the Agreement to be acceptable, considering the services offered, the availability of County Staff to handle issues and especially their professional expertise and knowledge. We also feel that the ability to share in the cost of resources is very cost efficient for both parties.

In consideration of the above information, I recommend, as IT Coordinator, that City Council authorize the City of Alpena to enter into the five year Agreement with the County of Alpena to provide IT services in the amount of \$97,416 (paid monthly) for FY 2020-21 and increasing by 2% each year until June 30, 2025. The City attorney has reviewed the Agreement and found it to be acceptable and funds for the increase have already been budgeted.

During our meeting with County Staff we also discussed two new Cost Sharing Agreements.

We currently share a backup solution with the County, purchased in 2016. Due to the rapid growth of both of our systems and the need for dependable, easily accessible backup systems that can handle all of our data, the need to replace this system with a more robust solution has become evident. Steve Mousseau, Alpena County IT Director, has researched many systems, demo-ed the software and determined that “Cohesity” is the best available solution, citing ease of use, customer support, and back-up reliability as the primary indicators. Steve Mousseau followed a bid process similar to the City’s when soliciting price quotes.

During the budget process, I knew that Steve would be recommending a new system, and \$15,000 was budgeted for FY 2020-21 without knowing what the final price might be. There are many items that are part of the installation of this system that are considered “Supplies”, such as cabling, connectors, and adapters that can be purchased out of the IT Supplies line item. Sufficient funds exist in the IT Supplies budget (\$2,994.53) to handle the balance of the \$17,994.53 due as part of the initial install.

In consideration of the above, I recommend, as IT Coordinator, that City Council authorize the City to enter into the Cohesity Backup System Equipment Cost Sharing Agreement with Alpena County in the Amount of \$17,994.53 for the initial purchase and \$4,440 yearly, beginning in year 4 for annual maintenance.

The City has run virtualized servers to some degree since 2012. Server consolidation, running many virtual servers on one piece of hardware, is cost efficient in many ways, including, but not limited to: decreased maintenance, lower power consumption, reduced cooling costs, and space-saving. Primarily, there are two main platforms for managing a virtual environment, Microsoft’s Hyper-V and VMware. The City currently uses “Hyper-V” because it’s what we purchased with servers when we bought them.

We have discovered that we need better integration with some of our other systems as well as require a higher level and more reliable technical support. Microsoft came later to virtual management platform and they also have many other software solutions that they have to support. VMware is closer to the “Industry Standard” when it comes to virtualization and has been doing it much longer. VMware is more robust, has superior integration with many other software platforms, and will expand our ability to purchase other systems.

Steve Mousseau solicited prices from several vendors and accepted a price quote from CDW-G, a frequent vendor that we both use. The attached Agreement outlines a cost of \$6,795.00 as the City’s portion of a 3-year software maintenance Agreement. As IT Coordinator, I recommend that City Council authorize the City of Alpena to enter into the three year VMware Equipment Cost Sharing Agreement with the County of Alpena for the one time cost of \$6,795.00. There is sufficient funding in the IT Maint-Office line item that software maintenance is typically paid from.

Attachments



AGREEMENT

AGREEMENT FOR IT SERVICES BETWEEN THE CITY OF ALPENA  
AND THE COUNTY OF ALPENA

This Agreement is between the City of Alpena, located at 208 N. First Avenue, Alpena, Michigan 49707 and the County of Alpena, located at 720 W. Chisholm Street, Alpena, Michigan 49707.

The City of Alpena and the County of Alpena have each provided their own IT services in the past and the intent and goal of this agreement is that, through the utilization of the County of Alpena IT Department to provide IT Services for the City of Alpena, we can achieve a more effective and efficient operation.

WHEREFORE, for good and sufficient consideration, the nature of which is fully described in this Agreement, the parties agree as follows:

1. The length of the contract will be for a period of five years.
2. For the period July 1, 2020 through June 30, 2025 the price will be as follows:

Year	Monthly rate	Yearly rate	Percentage increase
Jul 2020- Jun 2021	\$8,118	97,416	2
Jul 2021- June 2022	\$8,281	99,372	2
Jul 2022 – Jun 2023	\$8,446	101,352	2
Jul 2023 – Jun 2024	\$8,615	103,380	2
Jul 2024 – Jun 2025	\$8,787	105,444	2

3. Either entity may opt out of said agreement upon 60 days written notice to the other entity.
4. This agreement may be renewed by agreement of the parties for up to two successive five years terms.
5. The agreement may be amended with the mutual consent of the City Manager and the County Executive Manager with written consent of the Board Chair.
6. RESPONSIBILITIES:

The County of Alpena:

- A. Will be responsible for the administration of the City of Alpena's IT system including maintenance and operation of the network and connectivity to all peripherals.
- B. Will utilize Spiceworks to log activities affecting the City of Alpena system or shall provide a log of these work activities.
- C. Will provide customer support, including a help desk, (the City presently utilizes Spiceworks) and answer all inquiries in a timely manner, based upon the documented need.
- D. Will be responsible for managing the network infrastructure and servers.
- E. Shall monitor the City of Alpena system as necessary to ensure continuous operation.
- F. Shall supply the City of Alpena IT personnel 24 hour contact information for the County IT personnel.
- G. Shall give the City network the same priority as the County network.
- H. Shall deal with building or system outages on an immediate basis.
- I. Shall provide email contacts for redirect of City IT emails and Spiceworks emails.
- J. Shall have administrative privileges for access to the City of Alpena network.
- K. Shall maintain insurance naming the City of Alpena as additional insured with regards to IT related work.
- L. Shall provide support for I.P. based phone system.

The City of Alpena:

- A. Will pay the County of Alpena monthly and within 30 days of being billed by the County of Alpena pursuant to this agreement.
- B. Shall establish a Technology Committee, which shall work with the County IT staff for future direction of the City IT program.
- C. Shall maintain its supply inventory for the system.

- D. Shall be responsible for the replacement or upgrade of City owned hardware, software, and network infrastructure.
  - E. Shall provide the County IT Staff with 24 hour contact information for the City's IT. Contact Person (currently Steve Shultz, Assistant City Engineer).
  - F. Shall establish a lead person for each building that the County may call upon to assist in resolving issues. (The primary contact person for each buildings lead person shall be Steve Shultz, Assistant City Engineer).
  - G. Steve Shultz shall be the primary contact person for City of Alpena IT issues.
  - H. The City IT contact shall work with the County IT staff towards standardization of hardware.
  - I. Shall make available, to the County of Alpena, any supplies the City may have available for County use. The County shall have the right to replace the item or pay City of Alpena cost for the item.
  - J. The County of Alpena IT staff shall meet with the City representatives on a monthly basis, to discuss issues and suggestions for future improvements. These meeting schedules can be amended as needed.
  - K. Shall be responsible for the maintenance and publishing of the City of Alpena web page and web site.
  - L. Shall be responsible for all camera work unless computer/network connection required.
7. Both the County of Alpena and the City of Alpena will be responsible for any hardware or software purchases that will be used exclusively by each entity.
  8. Any hardware or software purchases that will be used mutually by the parties will be agreed to in advance and the cost will be split equally between the parties.
  9. The parties mutually agree to work together in developing both long term and short term needs of the City. The County IT Staff will work with City staff in developing the IT portion of the City of Alpena's Capital Improvement Plan, (CIP).
  10. The City of Alpena shall inform the County IT Staff about any future IT related projects that are outside of the routine duties of the County IT Department. Projects such as fiber, alarm systems, smoke detectors, etc. must be discussed in advance and will be brought to the County's IT Committee for final approval of the County's involvement in the project. The parties mutually agree to work together in defining the role and the extent of involvement of the County IT

Department in these projects to allow County consideration of time related to these projects.

11. Any negligent acts by a party to this agreement causing damage to the other entities' equipment or system that occurs outside of the normal maintenance or service of the system shall be the responsibility of the negligent party and said party shall be responsible for all costs associated with correcting the damage caused.
12. Any expansion or modification of the system, including any fiber optics, shall be by mutual agreement of the parties. However, the County of Alpena shall be primarily responsible for the management of any expansion or modification of the system.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

City of Alpena

County of Alpena

\_\_\_\_\_  
By: Rachel Smolinski  
Its: City Manager

\_\_\_\_\_  
By: Robert Adrian  
Its: Chairman of the Board

\_\_\_\_\_  
By: Anna Soik  
Its: City Clerk

\_\_\_\_\_  
By: Bonnie Friedrichs  
Its: County Clerk

\_\_\_\_\_  
By: Steve Schultz  
Its: Assistant City Engineer

\_\_\_\_\_  
By: Steve Mousseau  
Its: IT Director

tsb

# **EQUIPMENT COST SHARING AGREEMENT**

## **Cohesity Backup System**

BETWEEN  
ALPENA COUNTY  
AND  
CITY OF ALPENA

### **AGREEMENT**

This is an agreement between Alpena County (County), located at 720 W. Chisholm Street, Alpena, MI 49707 and City of Alpena (City), located at 208 N. First Avenue, Alpena, MI 49707.

This is the agreement in its entirety related to co-purchasing computer software and equipment per items 7. and 8. of the Agreement for IT Services Between the City of Alpena and the County of Alpena.

### **FACTUAL BACKGROUND**

#### **Cohesity Backup System**

The County and City in the past have shared backup NAS servers and both feel with the new changes of backup space needed to keep up with the growing demand of video footage storage, new servers are needed. The County and City feel that this collaboration is still necessary and beneficial so the County of Alpena would purchase a new Cohesity backup system and bill the City of Alpena for a portion of the cost (see Attachment A, Cohesity.) The cost of the Cohesity system will be paid by the County via a lease agreement with Presidio Technology Capital (see Attachment B Lease.)

WHEREFORE, for good and sufficient consideration, the nature of which is fully described in this Agreement between the County and City, the Parties hereby agree as follows:

1. The County and City agree that each entity will jointly own the Cohesity backup system in proportion to the amount each entity has paid on the system.
2. The Cohesity server will reside in the Alpena County Server Room located at 720 W. Chisholm St, Alpena, MI 49707
3. The County and City agree with the initial purchase costs as outlined in Attachment A and the split of their costs respectively. Specifically \$131,959.90 to the County and \$17,994.53 to the City.
4. The above price includes three (3) years parts and factory labor warranty. Annual maintenance each year thereafter will be \$37,000, specifically \$32,560 for the County and \$4,440 for the City.
5. This agreement will be for a three (3) year period. Prior to the end of this agreement, both parties shall meet and determine the appropriate course of action to be taken. Due to the

changes in software and technology, they will then determine what course of action is appropriate, whether to renew or end this sharing agreement.

6. The City will pay Alpena County the agreed total cost for co-ownership within thirty (30) days of signing this agreement and purchase of the Cohesity equipment.

### SIGNATURES

#### For Alpena County

\_\_\_\_\_  
Bob Adrian, Chairman  
Alpena County Board of Commissioners

\_\_\_\_\_  
Date

\_\_\_\_\_  
Bonne Friedrichs, County Clerk

\_\_\_\_\_  
Date

#### For the City of Alpena

\_\_\_\_\_  
Matt Waligora, Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Anna Soik, City Clerk

\_\_\_\_\_  
Date



# PRESIDIO™

**QUOTE:** 2003520024219-03

DATE: 03/12/2020

PAGE: 1 of 4

**TO:**  
Alpena County  
Steve Mousseau  
720 W Chisholm St Ste 11  
Alpena, MI 49707  
  
mousseaus@alpenacounty.org  
(p) 989 354-9585

**FROM:**  
Presidio Networked Solutions Group, LLC  
Jeffrey Runkle  
48325 Alpha Dr  
Suite 150  
Wixom, MI 48393  
  
jrunkle@presidio.com  
(p) 614.831.1203

**BILL TO:**  
Alpena County  
  
720 W Chisholm St  
Ste 11  
Alpena, MI 49707

**SHIP TO:**  
Alpena County  
  
720 W Chisholm St  
Ste 11  
Alpena, MI 49707

**Customer#:** ALPEN003  
**Account Manager:** Bri Hartline  
**Inside Sales Rep:** Jeffrey Runkle  
**Title:** Cohesity

#	Part #	Description	Unit Price	Qty	Ext Price
<b>Cohesity</b>					
1	PS-INSTALL-SM-CLUS	Onsite install of one cluster (3-8 nodes) from "out of the box" to ready to "configure jobs"	\$4,819.28	1.00	\$4,819.28
2	PS-QCKSTART-SM	Onsite creation of VMware, SQL and/or Oracle backup jobs for a small environment (up to 3 days) <b>Comments:</b> Remote setup	\$5,566.00	1.00	\$5,566.00
3	CBL-10G-LC-010	Cable, 10G, LCLC, Optical, 10m	\$26.47	8.00	\$211.76
4	ADP-SFP-10G-SR	SFP+ Adapter, 10G, Short-Range Optical	\$91.94	8.00	\$735.52
5	CBL-1G-RJ45-020	Cable, 1G, RJ45, CAT6 Ethernet, 20ft	\$7.71	8.00	\$61.68
6	C4600-SFP-4	C4600-SFP Four (4) Node Block (Hardware Only)	\$23,870.59	1.00	\$23,870.59
7	CS-P-C4600-SFP-4	One (1) Year Premium (24x7) Support for C4600-SFP-4	\$8,271.12	1.00 for 36 mo(s)	\$8,271.12
8	SUB-DATAPLAT-STD-3YR	Three (3) Year Cohesity DataPlatform Standard Edition Subscription (1 TB)	\$564.76	96.00	\$54,216.96
9	SUB-DATAPROTECT-3YR	Three (3) Year Cohesity DataProtect Add-On Subscription (1 TB)	\$838.56	57.00 for 36 mo(s)	\$47,797.92
<b>Total (Cohesity):</b>					<b>\$145,550.83</b>
<b>Cisco</b>					
<b>SFP-10G-SR=</b>					
10	SFP-10G-SR=	10GBASE-SR SFP Module	\$350.88	4	\$1,403.52
<b>Total:</b>					<b>\$1,403.52</b>
<b>Total (Cisco):</b>					<b>\$1,403.52</b>
<b>Presidio Professional Services</b>					
11	PS-SVC-PPBLK-TM-CP	Professional Services Presidio Hourly Pre-Paid Block of Time	\$150.00	20.0000	\$3,000.00

# PRESIDIO™

**QUOTE:** 2003520024219-03

DATE: 03/12/2020

PAGE: 2 of 4

<b>Total (Presidio Professional Services):</b>		<b>\$3,000.00</b>
	<b>Sub Total:</b>	<b>\$149,954.35</b>
	<b>Grand Total:</b>	<b>\$149,954.35</b>

Quote valid for 30 days. Payment of invoices are due within 30 days from date of invoice unless other terms are issued. Late payments are subject to interest charges of the lesser of 1½% per month or the maximum amount allowed by law. All prices subject to change without notice. Supply subject to availability. This Quote is subject to Presidio's Standard Terms and Conditions below. Any changes to the following Terms and Conditions must be accepted in writing by Presidio, otherwise, CLIENT agrees to be bound by the following Terms and Conditions and pricing contained herein:

**Pricing**

- Quoted prices exclude applicable taxes. Invoicing will include applicable taxes unless a valid tax exempt certificate is provided.
- The price included herein reflects a 3% discount for payment by cash, check or wire transfer. This discount will not apply in the event that CLIENT pays using a credit card or debit card.
- Prices exclude freight, handling or insurance (unless itemized in the quote).
- Pricing for Professional Services are best-effort estimates only. Actual pricing will be finalized as part of a mutually-agreeable Statement of Work.

**Invoicing**

- CLIENT is billed upon shipment from the manufacturer and shall accept and pay for partial shipment of products.
- Usage-Based Services Terms and Conditions. For Usage-Based Services purchased by CLIENT, Presidio shall invoice CLIENT once a month. Notwithstanding the amounts included on the applicable purchase order, the invoice for Usage-Based Services will vary from month to month based upon CLIENT's usage and CLIENT shall be obligated to pay all charges for the Usage-Based Services used by CLIENT in the previous month. If CLIENT is delinquent in its payment obligations for the Usage-Based Services, then, upon reasonable, prior notice, Presidio reserves the right to suspend or discontinue such services at its sole discretion. CLIENT acknowledges and agrees that such discontinuation or suspension by PRESIDIO will not constitute a breach of PRESIDIO'S obligations to CLIENT. CLIENT agrees to indemnify and hold harmless PRESIDIO for any resulting damages due to the suspension or discontinuation of the Usage-Based Services due to CLIENT's delinquent or non-payment.
- Enterprise Software, Licensing and Subscription Services ("Enterprise Agreement") For Third-Party-provided, enterprise-based software licensing and services, Presidio shall invoice CLIENT according to the terms of the Enterprise Agreement between CLIENT and the Third Party. If CLIENT is delinquent in its payment obligations hereunder, then, upon reasonable, prior notice, Presidio reserves the right to suspend or discontinue such services at its sole discretion. CLIENT acknowledges and agrees that such discontinuation or suspension by PRESIDIO will not constitute a breach of PRESIDIO'S obligations to CLIENT. CLIENT agrees to indemnify and hold harmless PRESIDIO for any resulting damages due to the suspension or discontinuation of the services due to CLIENT's delinquent or non-payment.

**Freight, Handling, Shipping**

- CLIENT will be billed for Presidio's and/or the manufacturer's freight charges.
- Title/Risk of loss passes to CLIENT Freight on Board (FOB) origin (FOB destination (CONUS) applicable to Federal Government CLIENTS only) unless otherwise agreed to in writing by Presidio. Orders shipped from a manufacturer to Presidio at CLIENT request for warehousing, configuration, storage or otherwise, shall be deemed to have been shipped to CLIENT FOB origin.
- Presidio accepts no responsibility / liability in connection with the shipment.
- International delivery services include (i) Consolidated billing in USD for all international deliveries (ii) Consolidated contracting with one entity, namely Presidio (iii) Single point of contact (iv) Freight forwarding including exportation permits, application of tariff headings, customs clearance (including import permits, licenses, certificates) (v) Asset Management, Tracking & Reporting.
- Goods held in a Presidio warehouse either a) at the CLIENT's request or b) in the event CLIENT refuses to accept delivery, may be subject to warehousing fees of 1% of the list price of such goods.

**Warranty and Limitation of Liability**

- Product is warranted by the Manufacturer, not by Presidio. Please consult Manufacturer for warranty terms. IN NO EVENT SHALL PRESIDIO BE LIABLE TO CLIENT FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND WHATSOEVER, ARISING IN CONTRACT, TORT OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. PRESIDIO'S ENTIRE LIABILITY AND CLIENT'S EXCLUSIVE REMEDY FOR DAMAGES FROM ANY CAUSE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, NONPERFORMANCE OR MISREPRESENTATION, AND REGARDLESS OF THE FORM OF ACTIONS, SHALL BE LIMITED TO THE AMOUNT WHICH HAS BEEN ACTUALLY PAID TO PRESIDIO BY CLIENT FOR PRODUCTS HEREUNDER.

**Return Policy**

- CLIENTS return rights are subject to the return policies (& fees including restocking) of the applicable manufacturer
- A Presidio-issued Return Material Authorization (RMA) is required & needs to accompany returned items before any credit is issued to a CLIENT. Presidio reserves the right to deny RMA requests in the event the Manufacturer will not provide for an authorized return. If integration of product is performed at a Presidio facility, transfer of ownership occurs as of inception of integration regardless of shipment terms as manufacturers will not accept return of open product.
- CLIENTS have 15 calendar days from original ship date to request a RMA (unless shorter period is required by manufacturer)
- Items returned must be in original shipping cartons, unopened, unused, undamaged and unaltered failing which Presidio is entitled to reject acceptance of items or charge further fees
- The CLIENT is responsible for shipping fees to the destination highlighted in the RMA
- Opened software cannot be returned

**Cancellation Policy**

- CLIENT'S cancellation of purchase order rights are subject to the cancellation policies (& fees) of the applicable manufacturer

**Leases**

- In the event Presidio does not receive payment for leased goods purchased on the CLIENT's behalf from the applicable third-party financing entity, CLIENT is obligated to pay Presidio for all such goods as indicated in the applicable Presidio invoice.

**Software terms**

- Software is subject to the license terms that accompany it.
- License terms are established between the CLIENT & owner of the software
- Unless Presidio is the owner or licensor, Presidio makes no representations and/or warranties relating to its operation, ownership or use.

**Term and Termination of Orders: Usage-Based Services, Enterprise Agreements and Multi-Year Orders**

- The terms of use for Usage-Based Services (i.e. Cisco-provided WebEx or Software as a Service (SaaS)) are established by the applicable third-party provider of such services either at the applicable third-party provider website or via the separate agreement between CLIENT and third-party provider.
- The "Initial Term" of an order for Usage-Based Services and/or Enterprise Agreement ("Order") starts on the date the Usage-Based Services and/or Enterprise Agreement are available for use by CLIENT and lasts for the time period stated in the Order. After the Initial Term, unless prohibited by applicable law, there will be an automatic "Renewal Term" of the same length of time unless CLIENT notifies Presidio in writing that CLIENT does not want to renew at least sixty (60) days before the end of the then current Initial Term or Renewal Term. If the fees will change for the Renewal Term, Presidio will notify CLIENT reasonably in advance of the Renewal and in time for CLIENT to accept or reject renewing the Usage-Based Services and/or Enterprise Agreement. If CLIENT agrees with the fee changes, CLIENT may do nothing and the new fees will apply for the upcoming Renewal Term.
- Either party may terminate an Order by providing the other party written notice of termination at least sixty (60) days before the end of such Initial or Renewal Term. The termination will be effective on the last day of the Initial or Renewal Term and CLIENT will pay for the Usage-Based Services and/or Enterprise Agreement until the end of the current Initial or Renewal Term regardless of when CLIENT provided notice. Notwithstanding the foregoing, Usage-Based Services and Enterprise Agreements ordered are strictly non-cancelable during the Initial Term or Renewal Term except as otherwise provided in the applicable Service Terms and/or otherwise agreed upon in writing by Presidio. CLIENT will not be entitled to any refund for terminated Usage-Based Services or Enterprise Agreements during the Initial Term or Renewal Term except as agreed upon in writing by Provider and/or Presidio

**Multi-Year Agreements**

- For multi-year agreements, CLIENT expressly agrees to enter into a binding, non-cancelable agreement per the billing schedule set forth in the quote. THE CLIENT ACKNOWLEDGES AND AGREES THAT THE CLIENT'S AGREEMENT AND PAYMENTS FOR A MULTI-YEAR TRANSACTION ARE ESSENTIAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES FOR MULTI-YEAR AGREEMENTS, SUCH THAT PRESIDIO WOULD NOT HAVE ENTERED INTO A MULTI-YEAR TRANSACTION WITHOUT SUCH AGREEMENT.

**SmartNet (Third party Maintenance)**

- CLIENTS rights are subject to the terms provided by the applicable manufacturer. (per website address)

**Confidential Information.**

• CLIENT agrees that this quote is Presidio Confidential Information. CLIENT shall not disclose this quote to any third party for any purpose. CLIENT agrees to protect this Quote to the same extent that it protects its own Confidential Information, but with no less than a reasonable degree of care.

**Export Law Compliance.**

• CLIENT has been advised that any hardware or software provided to CLIENT via this Quote and/or subsequent purchase order may be subject to the U.S. Export Administration Regulations. CLIENT agrees to comply with all applicable United States export control laws, and regulations, as from time to time amended, including without limitation, the laws and regulations administered by the United States Department of Commerce and the United States Department of State.

**Miscellaneous Terms**

• Preprinted terms appearing on CLIENT Purchase Orders must be accepted in writing by Presidio to be applicable. Presidio's performance of such purchase order shall not constitute Presidio's acceptance of new or different terms, including pre-printed terms on such order. In absence of a purchase order, CLIENT agrees that its signature below grants Presidio the right to invoice CLIENT and authorizes payment to Presidio for the amounts owed.

Customer hereby authorizes and agrees to make timely payment for products delivered and services rendered, including payments for partial shipments

\_\_\_\_\_

Customer Signature

\_\_\_\_\_

Date

STN No.: 679714

# PRESIDIO<sup>®</sup>

## TECHNOLOGY CAPITAL

PRESIDIO TECHNOLOGY CAPITAL, LLC ■ TWO SUN COURT ■ NORCROSS, GA. 30092-9204

### Master Lease Schedule

- LESSEE NAME & ADDRESS: Alpena County  
720 W. Chisholm St  
Ste 11  
Alpena, MI 49707-2453  
Federal Tax ID No: 38-6004834  
State Incorporated: MI  
State ID No: NA
- MASTER LEASE WITH: Alpena County
- EQUIPMENT:  Equipment is listed on attached Equipment Addendum.
- RENTAL PERIOD: 60 Months MONTHLY PAYMENT: \$2,673.00
- ADVANCE PAYMENT: None.
- BILLING INFORMATION: To be provided by Lessee.
- ADDITIONAL PROVISIONS: None.
- TRANSITION PERIOD: Notwithstanding anything to the contrary in the Master Lease, upon completion of the Rental Period, the Schedule will be automatically continued for an additional 3-month transition period (the "Transition Term") at the same Payment. Upon completion of the Transition Term, the Schedule term will continue for successive three-month periods at the same rental rate unless and until Lessee or Lessor terminate it upon three months prior notice or, if applicable, purchase it in accordance with the attached Purchase Option. In the event that, during the Transition Term, Lessee enters into a new Master Lease Schedule with Lessor for computer equipment to replace the Equipment, Lessor will not charge you a rental fee for the use of such replacement equipment during the Transition Term.

DS  
SM  
Initial  
Here

**THIS SCHEDULE IS ISSUED PURSUANT TO THE MASTER LEASE, WHICH LESSEE HAS REVIEWED AND HEREBY REAFFIRMS, AND WILL BECOME EFFECTIVE ONLY WHEN ACCEPTED IN WRITING BY LESSOR AT ITS OFFICES IN NORCROSS, GEORGIA. LESSEE AGREES THAT THE EQUIPMENT AND LESSEE'S OBLIGATIONS WILL BE SUBJECT TO THE TERMS AND CONDITIONS OF THIS SCHEDULE AS IT INCORPORATES THOSE OF THE MASTER LEASE.**

#### Presidio Technology Capital, LLC

DocuSigned by:  
By: Sherrie Kalajian  
Authorized Signature  
04E8D9CD4F91474  
Sherrie Kalajian 4/16/2020  
Name (Type or Print) Date

#### Alpena County

DocuSigned by:  
By: Steve Mousseau <Sign here  
Authorized Signature  
F0F17A99BFEF475  
Steve Mousseau 4/16/2020  
Name (Type or Print) Date

NONE OF THE PROVISIONS OF THIS SCHEDULE MAY BE WAIVED OR AMENDED EXCEPT IN A WRITING SIGNED BY LESSEE AND LESSOR.

DATE OF ACCEPTANCE BY LESSOR:

4/16/2020

Norcross, Georgia

#### Alpena County

DocuSigned by:  
By: Steve Mousseau <Sign here  
Authorized Signature  
F0F17A99BFEF475

# PRESIDIO TECHNOLOGY CAPITAL

PRESIDIO TECHNOLOGY CAPITAL, LLC ■ TWO SUN COURT ■ NORCROSS, GEORGIA 30092-9204

## EXHIBIT A TO MASTER LEASE SCHEDULE STN 679714 TO MASTER LEASE AGREEMENT

ATTACHED TO AND MADE A PART OF the Master Lease Schedule Number 679714 ("Schedule") to the Master Lease Agreement dated April 3, 2020 between **Presidio Technology Capital, LLC** ("Lessor") and **Alpena County** ("Lessee").

### I. MODIFICATIONS

A.1 For purposes of the Equipment on this Schedule only, the Master Lease Agreement is amended by adding the following to the end of Section 32 as new section:

#### 32. NONAPPROPRIATION OF FUNDS.

If Lessee's governing body, or, if applicable, the governmental entity from which Lessee obtains its operating and/or capital funds to appropriate funds for any fiscal year sufficient for the continued performance by Lessee of all of Lessee's obligations under this Schedule does not appropriate such funds, this Schedule will terminate as of the last day of Lessee's fiscal year for which funds for the rental Payments are available. Lessee may, upon giving prior written notice to Lessor effective sixty (60) days after the giving of such notice and upon the exhaustion of the funding authorized for the then current appropriation period, return the Equipment at Lessee's expense and thereupon be released of its obligation to make all rental Payments to Lessor due thereafter. The Equipment shall be returned to Lessor freight prepaid and insured to any location in the continental United States designated by Lessor in the same condition as when first delivered to Lessee, reasonable wear and tear resulting solely from authorized use thereof excepted. The foregoing notice shall be accompanied by payment of all amounts then due to Lessor during the current fiscal year under the Lease Agreement. Upon termination under this Section 32, Lessee shall not be responsible for the payment of any additional Payments coming due in succeeding fiscal years.

In the event Lessee cancels the Equipment pursuant to the terms of this Section 32, Lessor shall retain all sums paid hereunder by Lessee including any security deposits paid hereunder.

A.2 For purposes of the Equipment on this Schedule only, the Master Lease Agreement is amended by adding the following after Section 32 as new section:

#### 33. REPRESENTATIONS OF LESSEE.

Lessee represents and agrees as of the date of this Schedule, and, so long as this Schedule is in effect or any part of Lessee's obligations to Lessor remain unfulfilled, shall continue to agree at all times, that:

- (a) All requirements have been met, and procedures have occurred in order to insure the enforceability of this Schedule and Lessee has complied with such public bidding requirements, if any, as may be applicable to the transactions contemplated by this Schedule.
- (b) The Equipment will be used by Lessee only for the purpose of performing one or more governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority and will not be used in a trade or business of any person or entity other than Lessee.
- (c) Lessee has funds available to pay all Payments until the end of its current appropriation period, and it will request funds to make Payments in each appropriation period, from now until the end of the Term of the Schedule.
- (d) This Schedule has been duly executed and constitutes a valid, legal and binding obligation of Lessee enforceable against Lessee in accordance with the respective terms hereof.
- (e) Lessee has an immediate need for, and expects to make immediate use of, the Equipment, which need is essential and not temporary or expected to diminish during the applicable Lease Term. Lessee presently intends to continue each Schedule hereunder for its entire Lease Term and to pay all rental Payments relating thereto.

Defined terms used in this Exhibit A have the meanings ascribed to them in the Master Lease Agreement. Except as specifically modified in this Exhibit A all terms and conditions remain as stated in the Master Lease Agreement.

**The complete and exclusive statement of the agreement relating to this subject consists of the Master Lease Agreement, the Schedule and this Exhibit A. This statement of the agreement supersedes all proposals, letters and other agreements, oral or written, and all other communications between the parties relating to this subject. There are no promises, representations or warranties other than as expressly set forth in the Master Lease Agreement and the Schedule, as modified by this Exhibit A.**

IN WITNESS WHEREOF, each party has caused this Exhibit A to the Master Lease Agreement to be executed by its duly authorized representative.

#### Presidio Technology Capital, LLC

By: Sherric Kalajian  
 Name: Sherric Kalajian  
 Title: Director, Syndications  
 Date: 4/16/2020

#### Alpena County

By: Steve Mousseau  
 Name: Steve Mousseau  
 Title: IT Director  
 Date: 4/16/2020



STN No.: 679714

# PRESIDIO<sup>®</sup>

## TECHNOLOGY CAPITAL

PRESIDIO TECHNOLOGY CAPITAL, LLC ■ TWO SUN COURT ■ NORCROSS, GA. 30092-9204

### Equipment Addendum

- 1. LESSEE NAME & ADDRESS      Alpena County  
720 W. Chisholm St  
Ste 11 - Alpena, MI 49707-2453
- 2. EQUIPMENT       Equipment is continued on the next page of this Equipment Addendum
- 3. COMMENTS

THIS ADDENDUM IS MADE A PART OF THE SCHEDULE, WHICH LESSEE HAS REVIEWED AND HEREBY REAFFIRMS AND WILL BECOME EFFECTIVE ONLY WHEN ACCEPTED IN WRITING BY LESSOR AT ITS OFFICES IN NORCROSS, GEORGIA.

#### Presidio Technology Capital, LLC

#### Alpena County

DocuSigned by:  
By: Sherrie Kalajian  
04E8D8CD4F81474  
Authorized Signature  
Sherrie Kalajian      4/16/2020  
Name (Type or Print)      Date

DocuSigned by:  
By: Steve Mousseau      <sign here  
F0F17A99BFEF475...  
Authorized Signature  
Steve Mousseau      4/16/2020  
Name (Type or Print)      Date

DATE OF ACCEPTANCE BY LESSOR:  
4/16/2020  
Norcross, Georgia

# PRESIDIO

TECHNOLOGY CAPITAL

STN: 679714  
Legal Name: Alpena County  
Install Site Address: 720 W Chishilm St Ste11, Alpena, MI 49707-2453

Payment Amount: \$2,673.00

Item No	Qty	Type/Model	Description
1	1	PS-INSTALL-SM-CLUS	Onsite install of one cluster (3-8 nodes) from "out of the box" to ready to "configure jobs"
2	1	PS-QCKSTART-SM	Onsite creation of VMware, SQL and/or Oracle backup jobs for a small environment (up to 3 days)
3	8	CBL-10G-LC-010	Cable, 10G, LCLC, Optical, 10m
4	8	ADP-SFP-10G-SR	SFP+ Adapter, 10G, Short-Range Optical
5	8	CBL-1G-RJ45-020	Cable, 1G, RJ45, CAT6 Ethernet, 20ft
6	1	C4600-SFP-4	C4600-SFP Four (4) Node Block (Hardware Only)
7	1	CS-P-C4600-SFP-4	One (1) Year Premium (24x7) Support for C4600-SFP-4
8	96	SUB-DATAPLAT-STD-3YR	Three (3) Year Cohesity DataPlatform Standard Edition Subscription (1 TB)
9	57	SUB-DATAPROTECT-3YR	Three (3) Year Cohesity DataProtect Add-On Subscription (1 TB)
10	4	SFP-10G-SR=	10GBASE-SR SFP Module
11	20	PS-SVC-PPBLK-TM-CP	Professional Services Presidio Hourly Pre-Paid Block of Time

COPY VIEW

Initial Here <sup>DS</sup> SM



STN No.: 679714

# PRESIDIO<sup>®</sup>

## TECHNOLOGY CAPITAL

PRESIDIO TECHNOLOGY CAPITAL, LLC ■ TWO SUN COURT ■ NORCROSS, GA. 30092-9204

### Option to Purchase Equipment at End of Lease

- LESSEE NAME AND ADDRESS:** Alpena County  
720 W. Chisholm St  
Ste 11 - Alpena, MI 49707-2453
- PURCHASE PRICE:** FMV not to exceed \$8,675.00
- EXERCISE:** Lessee has the option of purchasing all but not less than all of the Equipment upon termination of the term of the Schedule, including any extensions, renewal terms or transition terms, by giving Presidio Technology Capital, LLC ("Lessor"), irrevocable notice at least ninety days prior to the end of the term and paying the specified purchase price at or before the end of the term. If an amount is not specified or "Fair Market Value" is indicated, the purchase price will be the amount Lessor determines would be obtainable at the expiration of the term in an arms' length retail sales transaction between an informed and willing buyer (other than a buyer currently in possession) and an informed and willing seller under no compulsion to sell.
- TITLE:** Provided the purchase option is exercised in the manner indicated and Lessee has fulfilled all Lessee's obligations under the Schedule and upon payment of above purchase price, title to the purchased Equipment will be transferred to Lessee, free and clear of all encumbrances created by or through Lessor, on an "AS IS" basis. All provisions of the Schedule will continue in effect until passage of title to the Equipment.
- GENERAL:** It is understood and agreed that any software included under the Schedule is copyright protected and not subject to sale by Lessor whether pursuant to this purchase option or otherwise. Lessee may assign Lessee's rights under this purchase option only in connection with an authorized assignment of the Schedule.

**THIS PURCHASE OPTION IS MADE A PART OF THE SCHEDULE, WHICH LESSEE HAS REVIEWED AND HEREBY REAFFIRMS, AND WILL BECOME EFFECTIVE ONLY WHEN ACCEPTED IN WRITING BY LESSOR AT ITS OFFICES IN NORCROSS, GEORGIA. LESSEE AGREES THAT LESSEE'S OBLIGATION TO PURCHASE THE EQUIPMENT WILL BE SUBJECT TO THE TERMS AND CONDITIONS OF THE SCHEDULE AS IT INCORPORATES THOSE OF THIS PURCHASE OPTION.**

#### Presidio Technology Capital, LLC

DocuSigned by:  
By: Sherrie Kalajian  
Authorized Signature  
sherrie.kalajian 4/16/2020  
Name (Type or Print) Date

#### Alpena County

DocuSigned by:  
By: Steve Mousseau <Sign here>  
Authorized Signature  
F0F17A99BFEF475... Steve Mousseau 4/16/2020  
Name (Type or Print) Date

NONE OF THE PROVISIONS OF THIS SCHEDULE MAY BE WAIVED OR AMENDED EXCEPT IN A WRITING SIGNED BY LESSEE AND LESSOR.

DATE OF ACCEPTANCE BY LESSOR:

4/16/2020

Norcross, Georgia

#### Alpena County

DocuSigned by:  
By: Steve Mousseau <Sign here>  
Authorized Signature  
F0F17A99BFEF475...

# EQUIPMENT COST SHARING AGREEMENT

## VMware

BETWEEN  
ALPENA COUNTY  
AND  
CITY OF ALPENA

## AGREEMENT

This is an agreement between Alpena County (County), located at 720 W. Chisholm Street, Alpena, MI 49707 and City of Alpena (City), located at 208 N. First Avenue, Alpena, MI 49707.

This is the agreement in its entirety related to co-purchasing computer software and equipment per items 7. and 8. of the Agreement for IT Services Between the City of Alpena and the County of Alpena.

### FACTUAL BACKGROUND

#### VMware

The County and City have used Microsoft Hyper-V for server virtualization in the past in order to minimize costs and to provide efficient server maintenance. In order to provide better integration to other technology products and to have access to a higher level of technical support, the County and City believe that VMware will provide a better foundation to achieve those goals. Microsoft technical support has not proven to be an efficient avenue for our technical support needs. Support issues often require multiple calls with slow response times. In addition, integration to other major products is wider spread for VMware, enhancing potential integration needs.

The County and City feel that sharing a common server infrastructure will be beneficial for both organizations so the County of Alpena would purchase VMware and bill the City of Alpena for a portion of the cost (see Attachment C VMware.)

WHEREFORE, for good and sufficient consideration, the nature of which is fully described in this Agreement between the County and City, the Parties hereby agree as follows:

1. The County and City agree that each entity will jointly own the VMware software in proportion to the amount each entity has paid for the software.
2. VMware will be installed on County and City servers in the Alpena County Server Room located at 720 W. Chisholm St, Alpena, MI 49707
3. The County and City agree with the initial purchase costs as outlined in Attachment C and the split of their costs respectively. Specifically \$27,181 to the County and \$6,795 to the City.
4. The above price includes three (3) years parts and factory labor warranty

5. This agreement will be for a three (3) year period. Prior to the end of this agreement, both parties shall meet and determine the appropriate course of action to be taken. Due to the changes in software and technology, they will then determine what course of action is appropriate, whether to renew or end this sharing agreement.
6. The City will pay Alpena County the agreed total cost for co-ownership within thirty (30) days of signing this agreement and purchase of the VMware software.

**SIGNATURES**

**For Alpena County**

\_\_\_\_\_  
Bob Adrian, Chairman  
Alpena County Board of Commissioners

\_\_\_\_\_  
Date

\_\_\_\_\_  
Bonne Friedrichs, County Clerk

\_\_\_\_\_  
Date

**For the City of Alpena**

\_\_\_\_\_  
Matt Waligora, Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Anna Soik, City Clerk

\_\_\_\_\_  
Date

REMIT PAYMENT TO:

**INVOICE**

ACH INFORMATION:  
THE NORTHERN TRUST  
50 SOUTH LASALLE STREET  
CHICAGO, IL 60675

E-mail Remittance To: gachremittance@cdw.com  
ROUTING NO.: 071000152  
ACCOUNT NAME: CDW GOVERNMENT  
ACCOUNT NO.: 91057



**CDW Government**  
75 Remittance Drive, Suite 1515  
Chicago, IL 60675-1515



RETURN SERVICE REQUESTED

INVOICE NUMBER	INVOICE DATE	CUSTOMER NUMBER
XLT0661	04/06/20	6307828
<b>SUBTOTAL</b>	<b>SHIPPING</b>	<b>SALES TAX</b>
\$33,976.00	\$0.00	\$0.00
<b>DUE DATE</b>		<b>AMOUNT DUE</b>
05/06/20		<b>\$33,976.00</b>

461 1 MB 0.439 E0256X I0422 D6023174031 S2 P7284683 0001:0001



CDW Government  
75 Remittance Drive  
Suite 1515  
Chicago, IL 60675-1515



COUNTY OF ALPENA  
ACCOUNTS PAYABLE  
720 W CHISHOLM ST  
ALPENA MI 49707-2453

PLEASE RETURN THIS PORTION WITH YOUR PAYMENT

INVOICE DATE	INVOICE NUMBER	PAYMENT TERMS			DUE DATE	
04/06/20	XLT0661	Net 30 Days			05/06/20	
ORDER DATE	SHIP VIA	PURCHASE ORDER NUMBER			CUSTOMER NUMBER	
04/01/20	ELECTRONIC DISTRIBUTION	STM4120			6307828	
ITEM NUMBER	DESCRIPTION	QTY ORD	QTY SHIP	QTY B/O	UNIT PRICE	TOTAL
6030378	VMW VSPH 7 STD ACCEL KIT FOR 6 CPUS Manufacturer Part Number: VS7-STD-6AK-C Electronic distribution - NO MEDIA	1	1	0	9,116.00	9,116.00
6030390	PSNS FOR VMW VSPH 7 STD ACCEL KIT FO Manufacturer Part Number: VS7-STD-6AK-3P-SSS-C Electronic distribution - NO MEDIA	1	1	0	8,860.00	8,860.00
6030362	CPP T1 VMW VSPH 7 STD FOR 1 CPU Manufacturer Part Number: VS7-STD-C-T1 Electronic distribution - NO MEDIA	10	10	0	780.00	7,800.00
6030376	PSNS FOR VMW VSPH 7 STD FOR 1 CPU FO Manufacturer Part Number: VS7-STD-3P-SSS-C Electronic distribution - NO MEDIA	10	10	0	820.00	8,200.00

101-958-728-000  
4/24/20  
*[Signature]*

**GO GREEN!**

CDW is happy to announce that paperless billing is now available! If you would like to start receiving your invoices as an emailed PDF, please email CDW at [paperlessbilling@cdw.com](mailto:paperlessbilling@cdw.com). Please include your Customer number or an Invoice number in your email for faster processing.

**REDUCE PROCESSING COSTS AND ELIMINATE THE HASSLE OF PAPER CHECKS!**

Begin transmitting your payments electronically via ACH using CDW's bank and remittance information located at the top of the attached payment coupon. Email [credit@cdw.com](mailto:credit@cdw.com) with any questions.

ACCOUNT MANAGER	SHIPPING ADDRESS:	SUBTOTAL	\$33,976.00
KRISTEN MEYER 312-705-5565 <a href="mailto:krismey@cdw.com">krismey@cdw.com</a>	ALPENA COUNTY MIS ATTN:MIS DIRECTOR 720 W CHISHOLM ST STE 11 ALPENA MI 49707-2453	SHIPPING	\$0.00
<b>SALES ORDER NUMBER</b> 1C1K101		SALES TAX	\$0.00
		<b>AMOUNT DUE</b>	<b>\$33,976.00</b>

Cage Code Number 1KH72  
DUNS Number 02-615-7235

HAVE QUESTIONS ABOUT YOUR ACCOUNT?  
PLEASE EMAIL US AT [credit@cdw.com](mailto:credit@cdw.com)  
VISIT US ON THE INTERNET AT [www.cdw.com](http://www.cdw.com)

ISO 9001 and ISO 14001 Certified  
CDW GOVERNMENT FEIN 36-4230110






# Memorandum

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Date: July 13, 2020

To: Mayor and City Council Members

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

From: Rich Sullenger, City Engineer 

Subject: Water Intake Inspection

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The City's water intake for the Water Production Plant was originally installed in the 1920's and was lined in the 1970's. Due to the age, SUEZ and City staff were concerned on the overall condition of the Water Production Plant Intake and it's capabilities to meet current and future needs. Concerns raised by SUEZ staff regarding the intake included the amount of sediment they were experiencing in the shore well, the elevated turbidity of the water coming into the plant, and the winter freeze ups from the frazzle ice on occasion.

Mike Collins, SUEZ Water Production Plant Supervisor, while attending a conference a few years ago spoke with Northern Divers USA who specialize in water intake evaluations. During that discussion, it was noted that the City of Alpena was experiencing turbidity and sedimentation issues similar to a plant in Two Rivers Wisconsin which Northern Divers had performed work on. Mike Collins discussed the cleaning with Northern Divers USA and the inspection was programmed into the budget.

The City, previously this year, contracted with Northern Divers USA to inspect the water intake system for the Water Production Plant. These inspection services were conducted on the 8<sup>th</sup>, 9<sup>th</sup> and 22<sup>nd</sup> of June, 2020. The attached letter was sent regarding the results of the inspection.

The condition of the valves and need for replacement, as identified in the inspection letter, were known, and anticipated by City staff. The bigger concern was the condition of the intake pipe itself and the amount of sediment which was in the intake pipe. The disturbing element from the inspection was the extent of blockage in the intake itself. During the inspection they found sections of the intake between 50%-75% full of sand and debris. The sediment was so extensive that Northern Divers could not even send their ROV into the intake pipe from the outer intake due to the blockage. While not uncommon to have some sediment, the Manager for Northern Divers indicated that this was the worst one he had experienced with regards to sediment. While this just may be a sales statement, it is indicative of the amount of sediment and blockage the intake pipe has.

To correct this condition, Northern Divers USA has provided a quote for cleaning services of the intake line and the other repairs needed such as valves and intake risers. These services are outlined on the attached proposal and total \$298,000 less the inspection costs incurred in June of \$23,740. Thus, the cost to have this work performed is \$274,260.

Northern Divers USA performed a similar cleaning of an intake system in Two Rivers Wisconsin in 2006-2007, when the City was experiencing similar problems and potential limitations being imposed by the Wisconsin Department of Natural Resources, WDNR. In fact, the WDNR was recommending that the community install a second intake.

Through the cleaning efforts of Northern Divers, Two Rivers Wisconsin has reduced turbidity coming into the plant, they were able to lengthen the time between backwashing of the filters, and a significant decrease in solids discharged to the Waste Water Treatment Plant. They also saw over a 50% reduction in chemical costs and supplies due to having a clean intake and improved source water.

The City has looked at the potential to extend the water intake for the Water Production Plant to improve water quality. The costs associated with this ranged from 7.0 to 34.2 million dollars depending on the scope of work. With the cleaning proposed by Northern Divers USA at \$274,260 it is about 4% of the cost for an extension of the existing intake.

Based on the experience of Two Rivers Wisconsin and the benefits they experienced from cleaning of the intake, the cost comparison to other options, and the degree of sedimentation in the City's intake system, I recommend the following:

- The City contract with Northern Divers USA to perform the cleaning of the Water Production Plant Intake. Mike Collins is not aware of any other company who performs this level of work, and Northern Divers USA holds a patent on this cleaning methodology.
- To fund these improvements the following will need to transpire:
  - In the current fiscal year Barry Street, from State Street to Clinton, will be delayed until next fiscal year. The project is planned to support future improvements to the system and the delay will not be an immediate impact. With State Street just being resurfaced and the fact that we would have to open up State Street to perform the work, the delay would retain ride quality on State Street. With other work planned, Oliver and Tawas Streets, the availability of contractors is a concern. This would provide \$200,000 available for the cleaning project.
  - In the current fiscal year, we have \$100,000 for filter effluent valves at the Water Production Plant. In discussing options for projects, Mike Collins, Water Plant Supervisor, indicated that this project could be delayed a year and may be better suited to be included with the clear well replacement project if that comes to fruition.

Thus, we would have \$300,000 available for the cleaning project. This project has been elevated to a high critical nature based on the findings from the inspection. Per Mike Collins, the benefits to the raw water coming into the plant and the potential avoidance



of winter freeze ups justifies performing this work as soon as possible. Mike has spoken with Northern Divers who could perform the work as early as August of this year. Based on the recommendations from SUEZ, it is my recommendation to award the water intake cleaning project to Northern Divers in the amount of \$274,260.

Attachments





Alpena Water Filtration Plant  
1300 State Street  
Alpena, MI 49707  
989-356-0757

Date: 7/13/2020

RE: Northern Divers USA – Intake Cleaning System

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The City of Alpena Water Intake was originally constructed circa 1905± as one 2000 foot 40 inch steel riveted intake. In 1977, the intake was lined with a 30 inch HDPE pipe and the inner and outer crib structures were realigned and repaired. Since that time there have been several other repairs to the crib structures as well as bi-annual cleaning of the water treatment plant Shorewell. Most recently, in May 2020 the City contracted Alpena Diving Service to repair the outer crib wall and in June with Northern Divers USA to complete a full ROV inspection of the shorewell, Intake and crib structures.

The inspection revealed that the in spite of Suez having just cleaned the shorewell in May 2020, there was significant accumulation of debris in the shorewell and more critical debris build up in the intake itself. The ROV inspection of the intake was only completed on the first 8 feet± from the shorewell and last 8 feet± from the outer crib due to the large debris field inside the pipe – the ROV unit could not fit through the pipe. Northern Divers USA indicated that of the 30 inch pipe, only the top 10 inches± is open and actually being utilized to draw in water to the treatment plant. Additional concern is that the intake between 1000 feet and 2000 feet could possibly be even more impacted with debris.

The debris in the intake has been accumulating for over 40 years and is critical need of removal to ensure that the City of Alpena can continue to produce water for the community, this is the sole source of water to the Alpena area.

Northern Divers USA is the only contractor that Suez Alpena Water Utility Operations is aware of that has the capability of removing the debris from the intake without harming the liner and internal chemical feed lines. Northern Divers USA's process for cleaning intakes is patented. Their process is proven effective with zero damage to pipe liners and internal chemical feed line inside the intake pipe.

A handwritten signature in cursive script that reads "Michael P. Collins".

Mike Collins

Suez – City of Alpena

Water Treatment Plant

Operations Supervisor





847-293-8465  
www.ndiversusa.com  
10404 Fox Bluff Ln. Spring Grove, IL 60081

Safety, Integrity and Careful Planning – Diving and Construction expertise for jobs below and above water.

## **CONTRACT # 01846462**

**SUBMITTED TO: Mr. Michael Collins**

**NAME: City of Alpena**

**STREET: 208 N. First Ave.**

**CITY/STATE: Alpena, MI 49707**

**TEL: 989-356-1730**

**WORK PERFORMED AT:**

**STREET: SAME**

**CITY/STATE:**

**COAST GUARD PH: 773-768-4093**

**HOSPITAL PH:**

**AIR SEA: 312-747-9470**

---

This Agreement is entered into this **22nd** day of **June, 2020** by and between **NORTHERN DIVERS USA INC. and City of Alpena, MI.** hereinafter “Customer”, Whereby **NORTHERN DIVERS USA INC.**, agrees to perform certain work and services, “the Scope of Work” for Customer subject to the terms and conditions contained herein.

**1. SCOPE OF WORK:**

**NORTHERN DIVERS USA INC.** will perform all the labor required with a seven-man minimum crew for the completion of: The vacuuming by high volume displacement of sand, muck and zebra mussels in the 30” water intake main from Lake Huron. Intake is approximately 2400 feet x 30” in diameter. Northern divers USA will provide work boat and 5 12 GHT high volume pumps to create minimum of .5 million gal Per hour flow with a maximum of 2.5 million gal per hour. 24” fittings pipe and connectors are all included. This work will be performed on site at the raw water holding tank building.

We are also providing water supply during the cleaning process; this will consist of 1 - 12” pump, 500’ of piping, Flow level switch to maintain water elevations for continuous water supply to the City wet well. To clarify, labor and materials will be for the 2400 feet x 30” intake cleaning by high volume water Column, Max 24 psi at the manifold to be discharged back into the lake. This proposal also includes labor to replace the riser on the far end of the intakes. No Permits are required for intake cleaning: Intake cleaning is considered maintenance.

After video will be made available on completion of said Intake cleaning for the exterior only unless the ROV. Can fit into the pipe Also included is the complete cleaning of the raw water holding tank, all the fuel needed and permanent piping for future cleanings the city is to provide the valves they would require. At the time we are on site we can install a new riser and mis valves we talked about on site at materials only cost.

With this project we guarantee a 95% clean intake pipe in like new condition.

**NORTHERN DIVERS USA INC.** is a member of the Local 150 Operating Engineer's Marine Unit out of Chicago, Illinois. All our wages are paid at the Prevailing wage.

**TERMS AND CONDITIONS:**

**2. COST/PAYMENT.**

The total amount due for this Contract shall be \$298,000.00

- (a) \$60,000.00 shall be due upon signing this Contract.
- (b) \$-0- shall be due when the project is Fifty percent (50%) complete.
- (c) \$238,000.00 - \$ 23,740.00 = **\$214,260.00** (Final Payment) shall be due within thirty (30) days from the completion date. In the event the Customer fails to pay **NORTHERN DIVERS USA INC.**, any payment by the due date, the amount due shall accrue interest at a rate of 18% per year (1.5% monthly), or the highest rate permitted by law, and Customer shall be responsible for all **NORTHERN DIVERS USA INC.** costs incurred because of nonpayment, including all its attorney's fees and costs of suit.

**EXTRAS.**

Extras to be negotiated if they arise, but not limited to:

- (a) Any additional Insurance limits beyond what **NORTHERN DIVERS USA INC.** currently provides.
- (b) Emergency mobilization, overtime, weekend or holiday work.
- (c) If required by others wait time / delays not caused by Northern Divers USA.

**3. WARRANTY.**

**NORTHERN DIVERS USA INC.** guarantees its workmanship and materials for a period of one (1) year from the date of completion. **NORTHERN DIVERS USA INC.'s** responsibility under this warranty is limited to **NORTHERN DIVERS USA INC.'s** repairing or replacing any defective work or material of which **NORTHERN DIVERS USA INC.** received written notice of within one (1) year from substantial completion of the work. **NORTHERN DIVERS USA INC.** shall not be liable for any consequential or incidental damages. **NORTHERN DIVERS USA INC.** Warranty is further contingent upon **NORTHERN DIVERS USA INC.** being paid in full for all work, services and materials called for under the terms of this Agreement.

**4. SUBSTITUTIONS.**

**NORTHERN DIVERS USA INC.** shall have the right to substitute material set forth in the specifications with material of equal or better quality.

**5. MATCHING.**

The Customer authorizes **NORTHERN DIVERS USA INC.** to use its best judgment in matching existing materials and **NORTHERN DIVERS USA INC.** shall not be liable for minor variations thereof.

**6. DELAY.**

If **NORTHERN DIVERS USA INC.** is delayed in the progress of the work by any act or neglect of the Customer or by any changes ordered in the job or by any labor dispute, non-payment, unforeseen delay in deliveries or in obtaining any permits or by adverse weather conditions, or any causes beyond **NORTHERN DIVERS USA INC.'s** control, then the contract completion time shall be extended for such reasonable time as necessary. If for any reason, the Job does not commence within sixty (60) days of the date of this contract, **NORTHERN DIVERS USA INC.** may, but is not required, cancel this contract and return all deposits to the Customer for work not completed and thereafter neither party, shall have no further rights or obligations under this Agreement.

**7. MEDIATION.**

If a dispute arises between the parties concerning this contract or performance thereof and the parties cannot resolve said dispute between them, the parties agree to attempt to settle this dispute by mediation through the American Arbitration Association. The costs of the mediation shall be divided equally by the parties. If the parties are unable to resolve any dispute within thirty (30) day after completing the mediation process, than either party may provide written notice to the other that it rejects the mediation comprise and thereafter either party may pursue all legal remedies.

**8. MISCELLANEOUS.**

The Customer warrants that **NORTHERN DIVERS USA INC.** has made no representation or promise other than those contained herein. The Customer waives any right to a jury trial and consents to jurisdiction and venue at **NORTHERN DIVERS USA INC.** election in the county in which they reside, or work is performed or any adjacent county. Customer represents and warrants that it has authority to enter into this Agreement and if Customer is a public entity Customer represents and warrants that the work being requested has all necessary Board approvals from the relevant public body.

**9. SEVERABILITY.**

Should any part or portion of this Agreement be found by a court of competent jurisdiction to be illegal or unenforceable, that portion shall be stricken and the remainder of this agreement shall be in full force and effect.

**10. SAFETY.**

**NORTHERN DIVERS USA INC.** shall have the sole discretion and authority to determining the process, equipment and labor necessary to complete all work called for under the Agreement. **NORTHERN DIVERS USA INC.** shall comply with all specific safety requirements of the Occupational Safety and Health Act of 1970 and the Construction Safety Act of 1969 and all standard and regulation of the Association of Diving Contractors International and the United States Coast Guard which have been or shall be promulgated by the parties or agencies which administer the Acts. **NORTHERN**

**DIVERS USA INC.** shall comply with said requirements, standards and regulations. **NORTHERN DIVERS USA INC. will have jurisdiction over any and all other Contractors on the project while diving operations are being performed. NORTHERN DIVERS USA INC.** has the absolute right to stop all work if **NORTHERN DIVERS USA INC's** representative on the job site determines in its sole discretion that safety is a concern to either customer, customer's property, **NORTHERN DIVERS USA INC's**, employees or any third party. **NORTHERN DIVERS USA INC. shall not** be in breach of this Agreement if it stops work due to safety concerns. All work will be performed in accordance with the recommendations and specifications submitted for said project and all work will be completed in a workman-like manner.

**11. COMPLETION DATE.**

For purposes of this Agreement the completion date shall be the date **NORTHERN DIVERS USA INC.,** tenders the "After Video" to Customer.

**12. CHANGES.**

All changes to this Agreement must be in writing and signed by the party to be charged. All agreements are contingent upon strikes, accidents or delays beyond **NORTHERN DIVERS USA INC's** control. This contract may be withdrawn by **NORTHERN DIVERS USA INC.** at any time before acceptance.

**13. COMPLETION DATE.**

Subject to all other terms and conditions of this Agreement, the anticipated date to complete this work shall be on or about \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Respectfully submitted,  
**NORTHERN DIVERS USA INC.,**

Per \_\_\_\_\_  
**Frank Frosolone – President / Owner**

---

*Acceptance*

The above prices, specifications and conditions are accepted. Payments will be made as set forth above.

---

SIGNATURE

DATE

SIGNATURE

DATE

## Intake Cleaning System

**Reduce costs with our revolutionary, patented freshwater intake cleaning system.**

**Fresh Water Intake Cleaning Method and System. Exclusively by Northern Divers USA, Inc.**

Our revolutionary fresh water intake cleaning system is unrivaled in the industry, and our clients' results will back that claim. We recently implemented our process at several municipalities in Illinois and Wisconsin. The results and cost savings related to this project can be obtained from our client upon request. Our process for cleaning fresh water intakes is as follows: we use a variety of water pumps to create a turbulent flow through a pipe of any diameter and of any length. Our process creates a vortex which loosens and removes any debris from the piping system. The materials removed include but are not limited to; zebra mussels, sand, silt, and all sorts of natural and man-made debris. The removal of said debris can be contained or distributed into open water. The containment method is a separate proven method, such as silt screening.

The velocity water, forced through a custom made manifold under high volume, creates a vortex that acts as a scrubbing vehicle on concrete, steel, or ductile iron pipe. The scrubbing action works without damaging any interior pipe walls or secondary piping such as; suction lines or chlorine lines that are often installed on the interior pipe walls.

This process has already been successfully demonstrated for many water intake structures at large municipalities near the West shores of Lake Michigan. The before and after documentation on turbidity and chemical cost savings, related to this project, can be obtained from our municipal client upon request. Our system has been proven effective. We claim the right to this process for cleaning of water intakes and related structures. If more details are requested, our patent number is (9,687,891).

<https://ndiversusa.com/>

### Contact Us

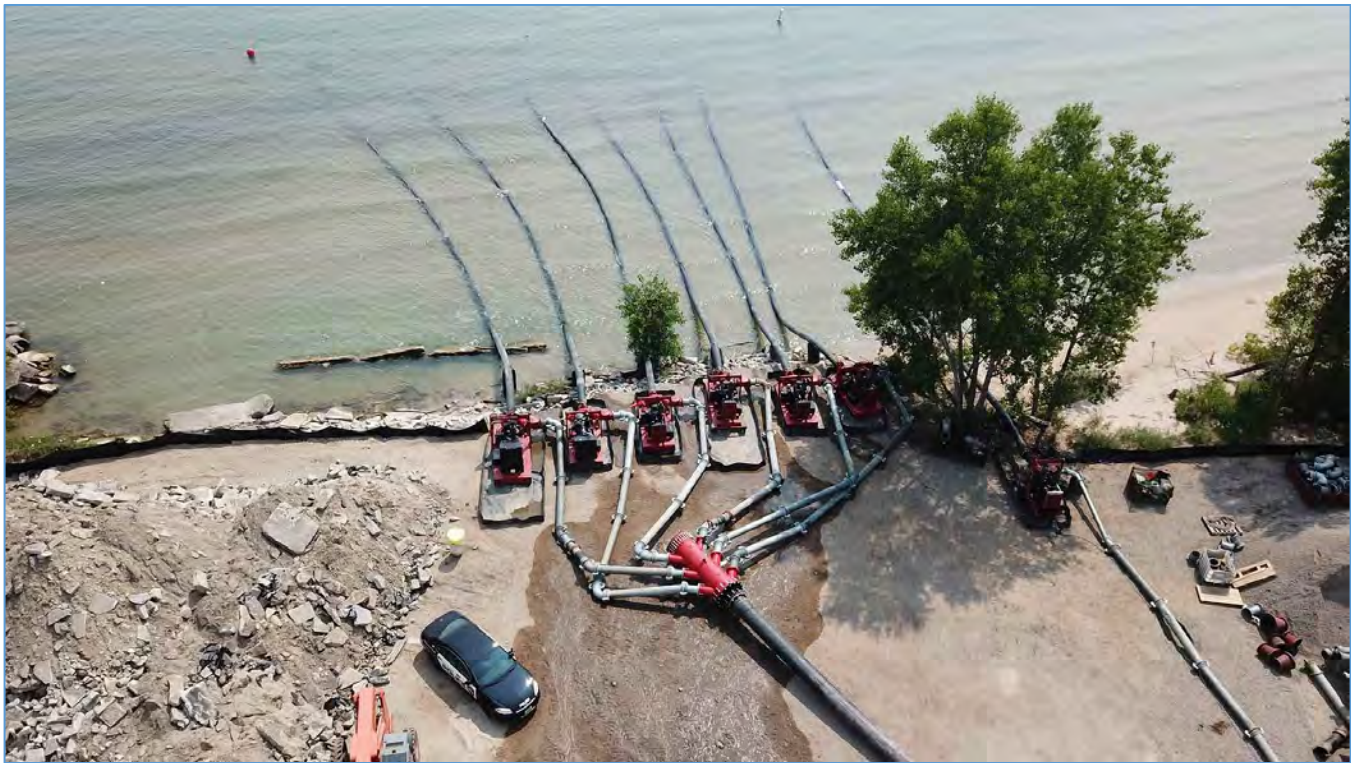
We are located in Spring Grove,  
Illinois, serving all the Great Lakes  
and beyond.

 847.293.8465

 [info@ndiversusa.com](mailto:info@ndiversusa.com)









**10404 Fox Bluff Ln, Spring Grove, IL. 60081**  
**PHONE: (847) 293-8467 / EMAIL: [Frank@ndiversusa.com](mailto:Frank@ndiversusa.com)**  
**WEB: [www.ndiversusa.com](http://www.ndiversusa.com)**

## DIVE PRICING

As Of 03/01/2020

### MONDAY – FRIDAY 8 HR DAY

\$7400.00 PER DAY – 1 DIVER TEAM  
\$9200.00 PER DAY – 2 DIVER TEAM

### AFTER 8 HRS

ADDIT. \$1200.00 PER HR – 1 DIVER TEAM  
ADDIT. \$1500.00 PER HR – 2 DIVER TEAM

### SATURDAYS

\$9600.00 PER DAY – 1 DIVER TEAM  
\$12,000.00 PER DAY – 2 DIVER TEAM

### SUNDAYS – DBL TIME

\$12,800.00 PER 8 HR. DAY

### CONTAMINATION DIVES - CALL FOR QUOTE

- ALL DIVE TEAMS - SINGLE DIVER, 4 MAN CREW, INCLUDING OPERATOR, AND M.O.B.
- IF REQUESTED – TWO DIVER TEAM, 5 MAN CREW INCLUDES M.O.B.
- LARGER CREW – CALL FOR QUOTE
- ANY DIVE DAY SHORTENED BY WEATHER OR REASONS BEYOND NORTHERN DIVERS CONTROL WILL BE BILLED AT FULL DAY RATE.

### TRAVEL

OUTSIDE OF A 50 MILE RADIUS OF SPRING GROVE ILLINOIS  
OVERNIGHT STAY

\$4.00 PER MILE PER TRUCK  
\$275.00 PER PERSON PER DAY

### R.O.V. INSPECTIONS

\$6,500.00 PER DAY ADDED TO CREW RATES.  
\$5,500.00 PER DAY FOR MULTIPLE DAYS (OVER 1 DAY).  
UP TO 2500' IN ANY ONE DIRECTION.

### MATERIALS AS REQUIRED

WELDING RODS	\$3.00 EA
CUTTING RODS	\$4.50 EA
OXYGEN BOTTLES 300 QF.	\$165.00 EA
DRY GLOVES	\$75.00 PR
PRESSURE WASHER	\$175.00 EA, PER DAY
PUMPS (2" TO 24")	\$175.00 - \$2,000.00 EA, PER DAY
DIVE BOAT	\$500.00 PER DAY
30' 5 TON CRANE	\$1500.00 PER WEEK
60' 150 TON CRANE BARGE & TUG	\$18,500.00 PER DAY

ALL OTHER MATERIALS AND SERVICES REQUIRED WILL BE BILLED ACCORDINGLY. THESE ITEMS AND SERVICES MAY BE OBTAINED BY CUSTOMER BUT MUST BE APPROVED BY NORTHERN DIVERS FOR QUALIFICATION AWARENESS



Safety, Integrity and Careful Planning  
Diving and Construction expertise  
for jobs below and above water

## REFERENCES

**Mr. James Lewis**

P.S.E.G Nuclear Power Plant Salem NJ.  
302-530-8434

**Mr. Ross Blaha**

City of Two Rivers Wisconsin Water Dept.  
920-973-8080

**Mr John Gulledege**

Lake Forest IL Water Plant.  
847-613-0246

**Mr Tom Hagerty**

Baxter and Woodman Engineers.  
847-989-6734

**Mr Brian Anderson**

City of Evanston IL Water Plant  
847-878-8998

**Mr. Larry Thomas**

Stanley Engineering  
815-355-0923

**Alex Urbanczyk**

Village of Glencoe Water Plant  
847-461-1651






# Memorandum

Date: July 15, 2020

To: Mayor and City Council Members

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

From: Rich Sullenger, City Engineer 

Subject: Contract Modification – 2019 Resurfacing Project

On June 25, 2019, the City received and opened bids for the 2019 Resurfacing Project, which includes, but is not limited to, Cold Milling and HMA Surfacing. This contract was subsequently awarded to Everett Goodrich Trucking, Inc., in the amount of \$142,306.00. At that time, staff expressed their intentions to request a contract modification if additional funds were available to extend the resurfacing of First Avenue.

The current 2020-21 City Budget includes \$150,000 for the continuation of this project. Staff has evaluated the project and determined estimated quantities for the section of First Avenue, between Richardson and Baldwin Street. Bruce Goodrich, from Everett Goodrich Trucking, has agreed to extend the contract prices from the 2019 Resurfacing Project of First Avenue for this year's project as follows:

Mobilization, Max	1	LSUM	\$1,000.00	\$1,000.00
Dr Str Cover, Adj, Case 1	11	Each	\$1,000.00	\$11,000.00
Pavement Cleaning	1	LSUM	\$500.00	\$500.00
Cold Milling HMA Surface	6,500.00	Syd	\$3.50	\$22,750.00
HMA, 13A, Modified	1,000.00	Ton	\$77.00	\$77,000.00
Traffic Control	1	LSUM	\$1,000.00	\$1,000.00
Gate Box, Adj, Case 1	7	Each	\$900.00	\$6,300.00

Total: \$119,550.00

After reviewing the prices and comparing them to the unit prices we received on the 2020 Resurfacing Project, which were higher than the 2019 unit prices, is my recommendation, as City Engineer, to approve a contract modification for the 2019 Resurfacing Project to Goodrich Trucking for the unit prices totaling \$119,550.

Attachments



City Hall  
 208 North First Avenue  
 Alpena, Michigan 49707  
[www.alpena.mi.us](http://www.alpena.mi.us)

**CONTRACT MODIFICATION**

**NO. 1**

**PROJECT:** 2019 Resurfacing Project

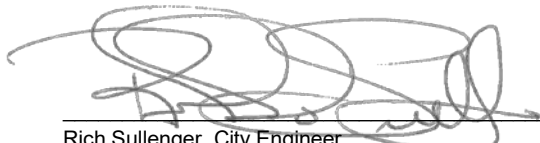
**ADD ITEMS:**

Item	Quantity	Unit	Unit Price	Extension
Mobilization, Max	1	LSUM	\$1,000.00	\$1,000.00
Dr Structure Cover, Adj, Case 1	11	Each	\$1,000.00	\$11,000.00
Pavt, Cleaning	1	LSUM	\$500.00	\$500.00
Cold Milling HMA Surface	6,500.00	Syd	\$3.50	\$22,750.00
_ HMA, 13A, Modified	1,000.00	Ton	\$77.00	\$77,000.00
_ Traffic Control	1	LSUM	\$1,000.00	\$1,000.00
Gate Box, Adj, Case 1	7	Each	\$900.00	\$6,300.00

Extend the resurfacing of First Avenue from Richardson Street to Baldwin Street.

**TOTAL CONTRACT DIFFERENCE: + \$119,550**

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

  
 Rich Sullenger, City Engineer

\_\_\_\_\_  
 Contractor

\_\_\_\_\_  
 Rachel Smolinski, City Manager

\_\_\_\_\_  
 Anna Soik, City Clerk/Financial Director/Treasurer



# Memorandum

---

Date: 07/17/20

To: City Council

From: Mayor Matt Waligora

Subject: Proposed Changes to Evergreen Cemetery Rules

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I was contacted by McWilliam's funeral home on behalf of a family regarding our current cemetery regulations. Their request was denied for placing a laser engraved stainless-steel plot marker similar to the attached photo (which is in a different cemetery) due to our current regulation prohibiting metal.

I would like to discuss the current regulations with staff and Council to see if there are appropriate changes that can be made. I have proposed some changes to the current cemetery regulations below for discussion purposes.



July 28, 1934  
July 18, 1967

December 4, 1957  
January 21, 2019

REST IN PEACE  
DAD

## EVERGREEN CEMETERY REGULATIONS

### BURIALS:

1. Burials are not permitted on lots not having perpetual care.
2. All adult and child burials shall be in steel or concrete receptacles or vaults.
3. Infant graves are grave spaces set aside for the burial in a space not more than 4' in length.
4. Child graves are grave spaces set aside for burial in a space not over 6' in length.

### NO PERSON SHALL:

1. Pick or mutilate any flowers, wild or domestic, or disturb any tree, shrub, or any other plant material.
2. Deposit rubbish or debris on cemetery grounds, except on edge of drives or in receptacles provided.

### LIABILITY:

1. The City shall not be financially responsible for any damage to lots or structures or objects thereon, or for flowers or articles removed from any lot or grave.
2. A person driving in the cemetery shall be responsible for any damage done by the vehicle.

### LOT DECORATIONS AND PLANTINGS:

1. Fences, curbing, benches, steps, wooden structures, or other perishable materials are prohibited.
2. Any existing structures or enclosures on any cemetery lot shall be removed by cemetery personnel when they hinder lot care or when they have become unsightly.
3. No elevated mounds shall be permitted above the grade determined by the City.
4. The use of glass jars or bottles as receptacles for cut flowers is prohibited.
5. Winter decorations may be maintained on the graves until April 30. Such decorations shall then be disposed of by the owner, and if not, by the cemetery management.
6. No hedge plantings shall be permitted.
7. Plantings on cemetery graves or lots shall be permitted only under direction of cemetery supervision.
8. Artificial grave decorations containing metals, including wire are hereby prohibited with the exception of official veteran flag holders and stainless-steel headstones or grave markers. The latter must be erected in concrete with prior approval of cemetery supervision.

### MARKERS:

1. No person shall place or cause to be erected any grave or lot marker without first consulting cemetery supervision.
2. Individual burial markers, such as supplied by funeral directors, shall be permitted on the grave for a 30-day period after burial.

MISCELLANEOUS:

1. No burials shall be made on Sundays except by order of the designated health officer or superintendent of cemetery.
2. The superintendent of cemetery shall not be held responsible for errors in location of graves on lots arising from improper instructions by lot owners.
3. The number of burials per lot shall not exceed the number recorded on the certificate when the lot is purchased.
4. Cemetery hours: 7 a.m. to 9 p.m. Entry at other times is prohibited.
5. The following are prohibited in the cemetery: ~~Motorcycles~~, snowmobiles, horses, and unleashed dogs.

Adopted May 04, 1970