

**Special Council Meeting Minutes
October 8, 2019
Council Chambers, Ely City Hall**

CALL TO ORDER

Mayor Novak Called the Special Council Meeting to order at 5:30pm.

PRESENT: Council Member A.Forsman, Kess, Debeltz, Callen, Campbell, and Mayor Novak

ABSENT: Council Member Omerza

OLD BUSINESS:

A. Waste Disposal Contract

Attorney Klun updated the council from the last meeting on October 1, 2019, the council instructed Attorney Klun to see if the vendor would approve a 6 month extension to the Waste Disposal Contract. Through negotiations this past week we have a proposed settlement to present to the council.

The settlement includes:

Bifurcate the contract into two contracts:

- 4 year renewal to G Men for Residential Pick Up
- 1 year renewal to G Men for Commercial Pick Up

Both contracts to include rates previously proposed.

Additionally the following amendments to be included:

1. Section(3)term(8)

- a. Schedule of Collection: All collection must be performed not before 6:00am during the contract year. Contractor may request that the City grant a variance to these normal hours of operations when special or unforeseen incidents occur. For residential customers, pick-ups shall be made for each area district or neighborhood not less than once (1) per week. For commercial customers, pick-ups shall be available 6 days per week, excluding holidays per Section 9 and Sundays.

2. Section(15)

a. COMPLAINTS:

- i. The Contractor shall maintain and adequately staff a Customer Service Department call center to handle customer calls and complaints throughout the Term of the Contract. Contractor's call center shall use a computerized customer database that shall be updated by the Contractor's employees. The Contractor shall make reasonable accommodations to all requests or complaints.
- ii. In addition, customer complaints or service requests may be directed towards the City of Ely's Sanitation Committee. In the event a written request or complaint is brought to the City's Sanitation Committee, the Contractor shall be noticed and shall respond to the City and the complainant in writing within 15 days of its receipt with its reasonable accommodations.

- iii. Per its standard practice, the Contractor shall keep a written record of all customer interactions. Such recordings shall be available for the City's review for the purpose of investigations G-men compliance with the Contract.
- 3. Appendix C shall include the following rate schedule:
 - The standard 2-yard commercial rate is \$13.79/yd. Saturday pickup shall include a \$50.00 surcharge due to labor and equipment costs.
- 4. Removal of the Automatic renewal language in Section 9.

A.Forsman/Callen moved to accept the negotiated contract as presented above by Attorney Klun.

A.Forsman asked if residential and commercial is defined in each contract, their needs to be some clarification between the two contracts, especially when we get into rental properties.

Attorney Klun indicated that not at this point. If the council is agreeable to this direction we can look into those details later. Attorney Klun would like feedback from the council as to where they would like to go, for example would a rental unit be considered commercial or residential?

A.Forsman would like to define residential as single and 2 family dwellings and commercial as everything else.

Kess supports this proposal. If it is a one year commercial contract, do we start examining these contracts with a committee like the state statutes requires or one year from now we bid it out again.

Mayor Novak indicated that we can renew the contract after a year or during the year if we see modifications are necessary we start noting them to draft a different contract.

Kess stated if we want to move towards a more open system on the commercial side then we need to start that process earlier.

A.Forsman stated that we need to determine if the council wants to proceed with open, bid or whatever for the commercial side. From previous discussions on the council table there is no intent to make changes on the residential side. But there is differences of opinion and uncertainty of what we want to do on the commercial side. This gives us a year or two to evaluate our stance on the matter.

Callen stated that one year should give us enough time to come up with something for the next contract.

Campbell asked what the license fee is for the vendor.

Attorney Klun stated that there is not a particular license fee; it is licensed through the contract.

Campbell asked if this was an exclusive contract.

Attorney Klun indicated that 8 yards and above is an open system, but anything less than 8 yards would be under this contract.

Kess stated that the current contract gives the vendor all the recyclables in town. How can we address the recycling in the future?

Mayor Novak indicated that the recyclables will be noted in the minutes for future discussion.

Attorney Klun stated that this proposal has been negotiated between G-Men's attorney and Attorney Klun, this has not been approved by G-Men, and so if it is approved by the council it will need approval by G-Men yet.

Motion Carried 6-0-1 with Council Member Omerza absent.

B. Sanitation Committee

Debeltz/A.Forsman moved to disband the Sanitation Committee as it stands, and task the City Attorney to start drafting the ordinance to meet proper state statute language for a Sanitation Committee. Motion Carried 6-0-1 with Council Member Omerza absent.

NEW BUSINESS: None

ADJOURN

Mayor Novak adjourned the meeting 5:46pm at without objection.

Casey Velcheff
Deputy Clerk