



MARQUETTE CHARTER TOWNSHIP

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MARQUETTE TOWNSHIP BOARD - REGULAR MEETING

WEDNESDAY, MARCH 6, 2024 - 5:30 PM

MARQUETTE TOWNSHIP COMMUNITY CENTER

1. Call to order

- A. Pledge of Allegiance
- B. Roll Call

2. Public Comment (3 Minutes maximum) *This Board is conducting a meeting today to take care of Township business. You are allowed to address the Board at least twice tonight, but we will not have back-and-forth conversations between the staff, the Board, and the public during Public Comment. For Public Comment, or if you would like to speak on a particular agenda item, state your name and address and you have three minutes to address the Board. The Board may, but is not required to, respond at Board Member Comment immediately following Public Comment. The Board may also request follow-up with the Township Manager on some matters addressed during Public Comment.*

3. Board Member Comment in Response to Public Comment

4. Consent Agenda

- A. Approval of Regular Meeting Minutes of February 21, 2024, and Work Session Meeting minutes of February 28, 2024.
- B. Bills Payable in the amount of \$198,619.06. Check's 164420 to 164469. Note any voided checks.
- C. Received Committee and Other Reports
- D. Correspondence not Requiring Board Action
 - 1. Second Annual Community Safety Forum-March 28, 2024
 - 2. National Invasive Species Awareness Week: February 26-March 3, 2024
 - 3. Noquemanon Trail Network Rescue Sled and AED Donation

5. Approval of the Agenda *(Declaration of Conflict of Interest, if any)*

6. Board Education/Privileged Comment

- A. Annual Update on Peter White Public Library-Director Andrea Ingmire

7. Community Linkage *(primarily based on the Board's Annual Plan of Work. Board member comment regarding what we are hearing from the external environment about township issues and activities.)*

8. Policy Discussion, Consideration and Development

- A. Consider Appointment to Recreation Committee - Brian Hummel
- B. North Country Disposal Contract Revisions

- C. Fishbeck Cox Booster and Hydraulic Study
- D. Consider Final Payment to Peninsula Solar
- E. Consider Revised Township Organizational Chart
- F. Consider Fire Department Organizational Chart
- G. Schedule a Work Session to Discuss 2024 Priority Goals

9. Assurance of Organizational Performance

- A. Board - Committee Updates
 - 1. Roads Committee
 - 2. Planning Commission

10. Public Comment (3 Minutes maximum)

11. Meeting Wrap-up

- A. Announcements
- B. Manager's Report
- C. Review of Motions Passed & Assignments, if any
- D. Items for Future Agenda
- E. Board Member Comment

12. Adjournment

Next Scheduled Meeting Date is March 20, 2024 at 5:30PM.

**MARQUETTE TOWNSHIP BOARD
MINUTES**

**WEDNESDAY, FEBRUARY 21, 2024 - 5:30 PM
MARQUETTE TOWNSHIP COMMUNITY CENTER**

Call to order:

Supervisor Durant called the Meeting to Order at 5:31PM

Pledge of Allegiance

Roll Call

Members present: Lyn Durant, Supervisor
Randy Ritari, Clerk
Ernest Johnson, Treasurer
Linda Winslow, Trustee
Dan Everson, Trustee
John Markes, Trustee
Karl Kytta, Trustee

Staff present: Jon Kangas, Township Manager
Roger Zappa, Township Attorney
Lenny Bodenus, Township Superintendent of Public Works (Teleconference)
Jason McCarthy, Township Planner/Zoning Administrator
Dan Shanahan, Township Fire Chief

Committee Members

Present: Paul Marin, Township Advisory Council

Public Comment (3 Minutes maximum):

None

Board Member Comment in Response to Public Comment:

None

Consent Agenda:

Approval of Regular Meeting Minutes of February 7, 2024

Bills Payable in the amount of \$183,136.92. Check's 164371 to 164419. Note any voided checks.

Received Committee and Other Reports

Sheriff's Department Activity Report - January 2024

Correspondence not Requiring Board Action

MCSWMA Abbreviated Packet 2-21-24

U of M-Dearborn 2023 eCities Report

Financial

January 2024 Financial Statements

MOTION: To approve the Consent Agenda as presented.

Motion – Trustee Kytta

Second – Trustee Markes

Carried (7-0)

Approval of the Agenda:

MOTION: To approve the Regular Agenda as presented.

Motion – Clerk Ritari

Second – Trustee Everson

Carried (7-0)

Board Education/Privileged Comment:

Library Report

Paul Marin, Township Advisory Council - gave a brief report.

Republican Candidate for the 109th District, Karl Bohnak

Karl Bohnak, gave a brief presentation for why he is running for the Michigan 109th House District.

Fire Department Report

Chief Shanahan, presented his report.

Clerk Ritari (left the meeting at 5:57PM)

Public Works Report

Superintendent Bodenus, presented his report.

Planning Report

Planner McCarthy, presented his report.

Attorney Report

Attorney Zappa, presented his report.

Community Linkage :

Supervisor Durant, commented about the recent Solid Waste Meeting, and commented about some upcoming Work Sessions with the Planning Commission and the County Housing Bank Authority.

Clerk Ritari (returned to the meeting at 6:24PM)

Policy Discussion, Consideration and Development:

Discuss 2024 Priority Goals

(Background from Supervisor Durant)

MOTION: To put on the next agenda to schedule a work session in regards to the 2024 Priority Goals.

Motion – Trustee Winslow

Second – Trustee Everson

Carried (7-0)

Brightly Software-Utility Asset Management

(Background from Superintendent Bodenus)

MOTION: To approve Brightly Asset Management program as presented and authorize the Supervisor to sign the agreement.

Motion – Clerk Ritari

Second – Trustee Markes

Carried (7-0)

IT Switch Upgrades

(Background from Manager Kangas)

MOTION: To approve the IT switch upgrade quote from Intergris in the amount of \$16,768.89.

Motion – Trustee Winslow

Second – Clerk Ritari

Carried (7-0)

Best Tasting Water Travel

(Background from Superintendent Bodenus)

MOTION: To authorize a representative of Marquette Township to attend the ACE24 conference and to pay travel and lodging expenses in an amount not to exceed \$2400.00.

Motion – Trustee Markes

Second – Trustee Kytta

Carried (7-0)

Assurance of Organizational Performance:

Board - Committee Updates

Trustee Everson, gave a brief report from the Recreation Committee Meeting.

Public Comment (3 Minutes maximum):

None

Meeting Wrap-up:

Announcements

Clerk Ritari, covered some upcoming Election and Early Voting information.

Manager's Report

Manager Kangas, gave a verbal report.

Review of Motions Passed & Assignments, if any

Clerk Ritari, reviewed all motions from the meeting and any action items that needed to be done.

Items for Future Agenda

Just Schedule a Work Session for 2024 Priority Goals.

Board Member Comment

Trustee Winslow, commented about getting the School Superintendent to come to upcoming meeting to

give a report and the Senior Center later this summer to give a report.

Adjournment:

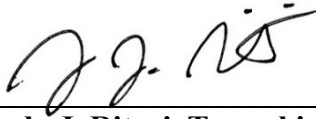
MOTION: To Adjourn the meeting.

Motion – Trustee Everson

Second – Clerk Ritari

Carried (7-0)

Supervisor Durant adjourned the meeting at 6:58PM.



Randy J. Ritari, Township Clerk

Lyn J. Durant, Township Supervisor

**MARQUETTE TOWNSHIP BOARD
MINUTES**

**WEDNESDAY, FEBRUARY 28, 2024 - 5:30 PM
MARQUETTE TOWNSHIP COMMUNITY CENTER**

Call to order:

Supervisor Durant called the Work Session to Order at 5:32PM.

Roll Call

Members present: Lyn Durant, Supervisor
Randy Ritari, Clerk
Linda Winslow, Trustee
John Markes, Trustee
Karl Kytta, Trustee

Members absent: Ernest Johnson, Treasurer
Dan Everson, Trustee

Staff present: Jon Kangas, Township Manager
Jason McCarthy, Township Planner/Zoning Administrator

Committee Members

Present: Some Members of the Planning Commission

Public Comment (3 Minutes maximum):

None

Board Member Comment in Response to Public Comment:

None

Policy Discussion, Consideration and Development:

Information exchange with the Planning Commission

Planning/Zoning Staffing

Various Discussion between the Board, Staff, and the Planning Commission Members.

2025 Master Plan

Various Discussion between the Board, Staff, and the Planning Commission Members.

Anticipated Commission Upcoming Actions/Activities

Various Discussion between the Board, Staff, and the Planning Commission Members.

Short-Term Rental Discussion

Various Discussion between the Board, Staff, and the Planning Commission Members.

Update on Scott Family Property

Various Discussion between the Board, Staff, and the Planning Commission Members.

Update on Forestville/492-Wright St/Commerce Intersection

Various Discussion between the Board, Staff, and the Planning Commission Members.

Public Comment (3 Minutes maximum):

None

Meeting Wrap-up:

Announcements

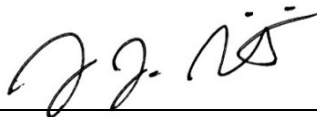
None

Board Member Comment

None

Adjournment:

Supervisor Durant adjourned the Work Session at 6:52PM.



Randy J. Ritari, Township Clerk

Lyn J. Durant, Township Supervisor

BILLS PAYABLE SUMMARY
3/6/24

1	2/20/24	Accounts Payable - Exempt	\$1,144.18
2	2/22/24	Accounts Payable - Exempt	\$59,460.32
3	2/22/24	Payroll - BiWeekly	\$45,911.20
4	2/29/24	Payroll - Monthly	\$4,759.76
5	2/29/24	Accounts Payable - Exempt	\$9,548.04
6	3/1/24	Accounts Payable - Exempt	\$2,509.44
7	3/6/24	For Board Approval	\$75,286.12

Total \$198,619.06

General Fund	\$126,926.68
Fire Fund	13,090.17
Twp. Improvements Fund	0.00
Wastewater Fund	32,712.72
Library Fund	0.00
DDA Fund	0.00
Stormwater Fund	0.00
Water Fund	21,689.49
Water Restricted Fund	0.00
Solid Waste Fund	912.56
Trust and Agency Fund	<u>3,287.44</u>
Total Disbursements	<u>\$198,619.06</u>

CHECK REGISTER REPORT
INCREDIBLE BANK

CHECK #	DATE	VENDOR	DESCRIPTION	ACCOUNT	AMOUNT
243(E)	02/20/2024	MARQUETTE TOWNSHIP	UTILITIES	101-265.000-921.000	142.05
				101-265.000-926.000	92.73
				101-756.000-921.000	209.58
				101-756.000-926.000	97.43
				206-265.000-921.000	198.33
				206-265.000-926.000	69.58
				590-580.000-921.000	76.78
				590-580.000-926.000	67.44
				591-569.C00-921.000	26.11
				591-569.C00-926.000	19.94
				591-580.000-921.000	76.77
				591-580.000-926.000	67.44

TOTAL EFT (2) \$ 1,144.18

VOIDED
EFT
244

CHECK REGISTER REPORT
INCREDIBLE BANK

CHECK #	DATE	VENDOR	DESCRIPTION	ACCOUNT	AMOUNT				
164420	02/22/2024	BLUE CROSS BLUE SHIELD	MARCH INSURANCE	101-172.000-716.000	2,291.39				
				101-257.000-716.000	615.41				
				101-299.000-716.000	1,573.27				
				101-721.000-716.000	1,923.06				
				206-337.000-716.000	2,164.97				
				590-575.000-716.000	860.78				
				591-568.000-716.000	860.76				
				591-569.W00-716.000	2,385.48				
164421	02/22/2024	CHARTER COMMUNICATIONS	PHONE/INTERNET	701-000.000-231.000	3,287.44				
				206-337.000-810.000	94.76				
				206-337.000-850.000	141.88				
				590-580.000-850.000	186.55				
				591-580.000-850.000	186.55				
				164422	02/22/2024	CITY OF MARQUETTE	JANUARY 2024 WASTEWATER	590-579.000-922.000	21,266.06
				164423	02/22/2024	DONNA PHILLIPS	AMBULANCE REFUND	206-000.000-040.000	37.62
				164424	02/22/2024	LOIS MARSHALL	AMBULANCE REFUND	206-000.000-040.000	275.00
164425	02/22/2024	MARQUETTE TOWNSHIP TREASURER	PILT PAYMENT MADE VIA ACH	101-000.000-202.000	18,297.07				
164426	02/22/2024	PURCHASE POWER	POSTAGE	101-299.000-940.030	1,008.50				
164427	02/22/2024	UNITED GROUP PROGRAMS, INC.	GAP POLICY	101-172.000-716.000	369.31				
				101-257.000-716.000	104.99				
				101-299.000-716.000	307.37				
				101-721.000-716.000	303.89				
				206-337.000-716.000	307.37				
				590-575.000-716.000	305.43				
				591-568.000-716.000	305.41				
TOTAL CHECKS (8)					<u>\$ 59,460.32</u>				

VOIDED
CHECKS

CHECK REGISTER REPORT
INCREDIBLE BANK

CHECK NO.	DATE	EMPLOYEE	DESCRIPTION	AMOUNT
DD7883 to DD7904	2/22/24	Various	Payroll - Biweekly	45,911.20
		Total Checks (22)		<u>45,911.20</u>

Voided
Checks

None

CHECK REGISTER REPORT
INCREDIBLE BANK

CHECK NO.	DATE	EMPLOYEE	DESCRIPTION	AMOUNT
164428 to 164429	2/29/24	Various	Payroll - Monthly	4,759.76
DD7905 to DD7912				
		Total Checks (10)		4,759.76
Voided Checks				
None				

CHECK REGISTER REPORT
INCREDIBLE BANK

CHECK #	DATE	VENDOR	DESCRIPTION	ACCOUNT	AMOUNT
164430	02/29/2024	ADELINE BEAUCHAINE	ELECTION INSPECTOR	101-262.000-704.000	1,296.50
164431	02/29/2024	AMY MAUS	ELECTION INSPECTOR	101-262.000-704.000	152.00
164432	02/29/2024	BARAGA TELEPHONE COMPANY	PHONE	101-299.000-850.000	9.29
164433	02/29/2024	DIANNA TRUSCOTT	ELECTION INSPECTOR	101-262.000-704.000	128.00
164434	02/29/2024	ERNEST JOHNSON	ELECTION INSPECTOR	101-262.000-704.000	152.00
164435	02/29/2024	JOHN CEBALO	ELECTION INSPECTOR	101-262.000-704.000	1,448.00
164436	02/29/2024	JOHN LEHTINEN	ELECTION INSPECTOR	101-262.000-704.000	704.00
164437	02/29/2024	JUSTIN ABOUSSLEMAN	ELECTION INSPECTOR	101-262.000-704.000	256.00
164438	02/29/2024	LINDA WINSLOW	ELECTION INSPECTOR	101-262.000-704.000	136.00
164439	02/29/2024	MARCIA DEFANT	ELECTION INSPECTOR	101-262.000-704.000	424.50
164440	02/29/2024	MARGO LABLONDE-CARLI	ELECTION INSPECTOR	101-262.000-704.000	136.00
164441	02/29/2024	MARY BEALS	ELECTION INSPECTOR	101-262.000-704.000	1,480.50
164442	02/29/2024	MARY BETH COOLMAN	ELECTION INSPECTOR	101-262.000-704.000	560.00
164443	02/29/2024	MUTUAL OF OMAHA	LIFE/DISABILITY	101-172.000-716.000 101-215.000-716.000 101-257.000-716.000 101-265.000-716.000 101-299.000-716.000 101-721.000-716.000 101-756.000-716.000 206-337.000-716.000 206-338.000-716.000 590-558.000-716.000 590-560.000-716.000 590-575.000-716.000 591-558.000-716.000 591-560.000-716.000 591-568.000-716.000 591-569.W00-716.000 596-528.000-716.000 596-560.000-716.000	137.32 95.70 182.82 181.11 78.02 138.88 60.37 130.84 160.84 65.51 29.13 219.18 65.51 29.13 219.18 96.07 13.49 24.97
164445	02/29/2024	TOM BRONKEN	ELECTION INSPECTOR	101-262.000-704.000	112.00
164446	02/29/2024	UNIFIRST CORPORATION	UNIFORMS & MATS	101-265.000-726.000 101-265.000-750.000 590-578.000-750.000 590-580.000-726.000 591-578.000-750.000 591-580.000-726.000	91.44 93.92 210.59 9.32 210.59 9.32
TOTAL CHECKS (17)					\$ 9,548.04

VOIDED
CHECKS
164444

CHECK REGISTER REPORT
INCREDIBLE BANK

CHECK #	DATE	VENDOR	DESCRIPTION	ACCOUNT	AMOUNT
247(E)	03/01/2024	CARDMEMBER SERVICE	2024 MTA CONFERENCE	101-171.000-860.000	390.00
			ASCE TRAINING	101-172.000-860.000	195.00
			AP PAID STAMP	101-215.000-726.000	24.95
			AP FILE CABINET LABELS	101-215.000-726.000	11.95
			MGFOA TRAINING - K. CLARK	101-215.000-861.000	270.00
			COMPUTER ADAPTER	101-253.000-726.000	10.47
			NEW OFFICALS TRAINING - RICKAUER	101-253.000-860.000	99.00
			AV ELECTION STAMPS	101-262.000-726.000	530.30
			B&G SURGE PROTECTORS	101-265.000-726.000	23.28
			CONFERENCE ROOM KEY	101-265.000-726.000	5.28
			OFFICE AIR HANDLER	101-265.000-726.000	63.90
			FRONT COUNTER SCANNER	101-299.000-726.000	449.00
			ZOOM SUBSCRIPTION	101-299.000-810.000	73.90
			ADOBE PRO FEES - PLANNING	101-721.000-812.000	10.59
			CORECAM FEES	101-756.000-726.000	44.97
			SUPPLIES	101-756.000-726.000	25.00
			MFIS MEMBERSHIP 2024-GREGORICH	206-337.000-812.000	41.50
			PLAQUES	206-337.000-862.000	47.35
			FD MOTOROLA BATTERIES	206-339.000-728.000	259.50
			ARGO TRAILER TIRE	206-340.000-930.000	199.55
			ADOBE MONTHLY FEE	590-558.000-830.000	10.60
			SCADA TRAINING MEALS	590-558.000-860.000	64.87
			WATER: WELL SYSTEM	591-000.000-152.200	(417.00)
			ADOBE MONTHLY FEE	591-558.000-830.000	10.59
			SCADA TRAINING MEALS	591-558.000-860.000	64.89
TOTAL EFT (2)					<u>\$ 2,509.44</u>

VOIDED
EFTS
248

CHECK REGISTER REPORT
INCREDIBLE BANK

CHECK #	DATE	VENDOR	DESCRIPTION	ACCOUNT	AMOUNT
164447	03/06/2024	ADVANCE AUTO PARTS	TWP CAR STABILIZER BAR TWP CAR ROTOR/BRAKE PAD	101-299.000-931.000 101-299.000-931.000	47.50 199.09
164448	03/06/2024	BRIGHTLY SOFTWARE, INC	WATER/SEWER ASSET MANAGEMENT SOFTWARE	590-558.000-830.000 591-558.000-830.000	1,427.48 1,427.48
164449	03/06/2024	CITY OF MARQUETTE	BACTERIOLOGICAL ANALYSIS	591-558.000-830.000	75.00
164450	03/06/2024	CORE AND MAIN LP	CURB BOX CAPS	591-572.000-930.000	118.82
164451	03/06/2024	CREDIT SERVICES INCORPORATED	CHARGES FOR SERVICES RENDERED	206-000.000-626.000	141.50
164452	03/06/2024	EMERGENCY MEDICAL PRODUCTS	SUPPLIES - EMS	206-339.000-726.300	187.11
164453	03/06/2024	ETNA SUPPLY	METER REPAIR SUPPLIES	591-571.000-930.000	92.27
164454	03/06/2024	INTEGRIS LLC	FEBRUARY 2024 COMPUTER SERVICES	101-299.000-810.000	4,077.69
164455	03/06/2024	MENARDS	B & G SCREWDRIVER & DRIVE BIT FD BULB/METAL WIRE/MNT STRIPS SUPPLIES DPW TRUCK HITCH SUPPLIES GRINDER ROOM OUTLET REPAIR REPAIRS AND MAINTENANCE SUPPLIES DPW TRUCK HITCH SUPPLIES GRINDER ROOM OUTLET REPAIR	101-265.000-726.000 206-265.000-930.000 590-578.000-726.000 590-578.000-930.000 590-580.000-726.000 590-580.000-930.000 591-569.W00-930.000 591-578.000-726.000 591-578.000-930.000 591-580.000-726.000 591-580.000-930.000	15.96 108.67 19.86 4.79 41.19 29.36 11.39 19.86 4.79 41.20 29.36
164457	03/06/2024	MIDWAY RENTALS AND SALES	GAS MONITOR	590-578.000-961.000 591-578.000-961.000	32.50 32.50
164458	03/06/2024	MINING JOURNAL	ZBA MEETING 1-25-24 CURBSIDE CHRISTMAS TREE PICKUP	101-722.000-900.000 596-528.000-900.000	229.60 166.32
164459	03/06/2024	MISS DIG 811	ANNUAL MAINT & MEMBERSHIP FEES	590-558.000-830.000 591-558.000-830.000	515.07 515.07
164460	03/06/2024	NORTHLAND LAWN SPORT	REPAIRS AND MAINTENANCE JOHN DEERE BLADES & SHOES	101-265.000-930.000 101-265.000-930.000	295.20 295.20
164461	03/06/2024	OBERSTAR INC.	NORWOOD STREET REPAIR	591-572.000-930.000	4,696.00
164462	03/06/2024	PENINSULA SOLAR, LLC	SOLAR PANEL INSTALL	101-903.000-970.265	54,348.75
164463	03/06/2024	STANDARD ELECTRIC COMPANY	NW SECURITY WALL PACK REPLACEMENT	591-569.N00-930.000	84.63
164464	03/06/2024	SUPERIOR LIFE SERVICES	TOWNSHIP AED CPR AED TRAINING TOWNSHIP AED CPR AED TRAINING DPW AED CPR AED TRAINING DPW AED CPR AED TRAINING	101-265.000-726.000 101-265.000-801.000 101-299.000-726.000 101-299.000-861.000 590-578.000-961.000 590-578.000-961.000 591-578.000-961.000 591-578.000-961.000	1,000.00 225.00 1,000.00 375.00 500.00 300.00 500.00 300.00
164465	03/06/2024	U. P. ENGINEERS & ARCHITECTS	CENTER STREET LIFSTATION GENERATOR	590-000.000-158.000	159.50
164466	03/06/2024	UPS STORE #5356	POSTAGE	590-558.000-940.030 591-558.000-940.030	17.68 140.64
164467	03/06/2024	USA BLUEBOOK	PRESSURE TRANSMITTER COX TANK	591-567.C00-930.000	899.63
164468	03/06/2024	WHITE WATER ASSOCIATES, INC.	WATER ANALYSIS	591-558.000-830.000	160.00
164469	03/06/2024	WOLVERINE DOOR SERVICE INC	PW BUILDING GARAGE DOOR REPAIR	590-580.000-930.000 591-580.000-930.000	188.73 188.73
TOTAL CHECKS (23)					<u>\$ 75,286.12</u>

VOIDED
CHECKS
164456

FRIENDS - NEIGHBORS

Do you know how to perform CPR if you had to?

Can you prevent or put out a fire?

**Is the sheriff's department
patrolling your neighborhood?**

**Did you know U.P.S.E.T is protecting your family
from drugs?**

(Upper Peninsula Substance Enforcement Team)

- Come and listen to them
- Come and talk to them
- Share a cup of coffee and a donut

SECOND ANNUAL

COMMUNITY SAFETY FORUM

Marquette Township Community Room

Thursday, March 28, 2024

6:00 p.m.

----- Forwarded message -----

From: Michigan DNR <MIDNR@govsubscriptions.michigan.gov>

Date: Fri, Mar 1, 2024, 3:03 AM

Subject: Showcasing the DNR: Keeping Michigan's forests healthy in face of invaders

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Showcasing the DNR



Keeping Michigan's forests healthy in face of invaders

Protecting Michigan's 20 million acres of forest land and urban trees from threats posed by invasive plants, diseases and pests is no small job.

Some of the Michigan Department of Natural Resources' recent work on that front is detailed in the latest "[Forest Health Highlights](#)" report, which explores forest health trends in the state during 2023.

As we mark National Invasive Species Awareness Week – an annual event, this year taking place Feb. 26 through March 3, to bring attention to invasive species, the threats they pose and what we can do together to prevent their spread – it’s a great time to look at what the DNR and others are doing to keep Michigan’s forests healthy, productive and sustainable in the face of these risks.



An invasive species is one that is not native and whose introduction causes harm, or is likely to cause harm to Michigan's economy, environment, or human health. These pests often are fast-growing, reproduce rapidly and have few predators or natural controls in their new environments.

“One of the biggest challenges to maintaining healthy forests is addressing pests and diseases,” Sue Tangora, forest health and cooperative programs manager for the DNR’s Forest Resources Division, said in the report’s introduction.

Tangora went on to explain that climate change is altering forest pest and disease outbreaks – which historically were predictable, as forests evolved with native insects and diseases, adapting to maintain forest benefits – and creating new challenges for forest managers. Climate change creates uncertainty about the extent, timing and severity of outbreaks.



“This unpredictability increases with every new invasive insect, disease or plant introduced into our forests. The longer invasives are at play, the harder it is to reverse the negative impacts they have on forests and the people and wildlife who depend on them,” she said.

Examples of 2023 invasive species efforts highlighted in the report include teaming up with local and federal partners to treat hemlock trees in six west Michigan counties against a tiny, aphid-like invader, the hemlock woolly adelgid, and

working to identify and respond to detections of beech leaf disease in seven southeast Michigan counties.

“The DNR’s forest health team works closely with local cooperative invasive species management areas, or CISMAs, federal experts, researchers and many others to address issues that are new or ongoing,” said James Wieferich, forest health unit manager with the DNR’s Forest Resources Division. “Besides on-the-ground work, the Forest Health Program brings money into Michigan to help partners address forest health challenges and concerns across the state and, in many cases, prevent rapid spread of new pests and diseases into the region.”

Progress is being made against the pest

The battle against the hemlock woolly adelgid is one good example of the type of teamwork that takes place when Michigan’s forests are threatened. The tiny insect sucks sap from hemlock twigs, and ongoing infestations can weaken or kill host trees.

That threat means boots on the ground, first to find infestations, then to treat the trees. Over the past seven years, 12,468 acres and 231,429 trees have been treated as part of a strategy to keep the insect from spreading into northern forests. The good news: Most of Michigan’s hemlock trees are many miles away from established hemlock woolly adelgid populations.



Over the past seven years, more than \$6.5 million has been raised to respond to the threat posed by the insect, and efforts continue to be funded through the Michigan Invasive Species Grant Program, Great Lakes Restoration Initiative, U.S. Environmental Protection Agency, Recreation Passport (state park user fees), fundraising efforts supported by Bob Ross Inc. and other state funds.

Balsam woolly adelgid also has become a threat

Balsam woolly adelgid poses a threat to the roughly 1.9 billion balsam fir trees within their native range in Michigan’s northern Lower and Upper peninsulas, as well as non-native Fraser and concolor firs. These fir species are important to Michigan’s Christmas tree industry. Producing nearly 13.5 million trees each year, Michigan is the country’s third-largest Christmas tree grower.



Balsam woolly adelgid was detected in Michigan in August 2021, when MDARD officials were notified of several infested Fraser firs in Kent County. No evidence of additional infestation was found within the survey area, and the eight infested Fraser firs were cut and chipped in winter 2021. Follow-up surveys in late 2022 found no evidence of balsam woolly adelgid in Kent County.

However, in 2023, additional infestations likely resulting from separate introductions were detected in limited areas of Missaukee and Oceana counties. Infestations are currently being evaluated, and treatment plans will be implemented once completed.

You can help

Forest health professionals cover a lot of ground throughout the state, but they can't be everywhere. The program relies heavily on reports from people who notice unusual insects or sick or dying trees. If you see something unusual or have concerns about trees in your area, use one of these methods to report it.

- Report invasive pests to the Michigan Department of Agriculture and Rural Development hotline at 1-800-292-3939 or email MDA-Info@Michigan.gov.
- Find information at Michigan.gov/ForestHealth, regarding concerns such as oak wilt, new potential invasive species and more. You can also sign up at the bottom of the page for forest health email updates.
- Contact the DNR at DNR-FRD-Forest-Health@Michigan.gov.
- Report suspected invasive species and get resources through the [Michigan Invasive Species Information Network](#).

MDARD's suggestions for some ways to help limit the spread of invasive species include:

- Buy heat-treated firewood or buy wood where you burn it to avoid transporting insects or tree diseases that may be hitchhiking in untreated wood.
- When returning from international travel, declare food, plants and other agricultural items to U.S. Customs and Border Protection to ensure these items are pest-free.
- Avoid buying seeds or plants online from unknown vendors.
- After enjoying the outdoors, inspect and clean shoes, clothing, gear and vehicles to assure they are pest- and seed-free.



See MDARD's "[Buggin' Out](#)" video series to learn more about invasive pests posing a threat to plants and agriculture in Michigan.

Find out more about invasive species and how you can help protect our land and water resources against them at Michigan.gov/Invasives.

Check out previous Showcasing the DNR stories in our archive at Michigan.gov/DNRStories. To subscribe to upcoming Showcasing articles, sign up for free email delivery at Michigan.gov/DNREmail.

Note to editors: Contact: [John Pepin](#), Showcasing the DNR series editor, 906-226-1352. Accompanying photos and a text-only version of this story are available below for download. Caption information follows. Credit Michigan Department of Natural Resources, unless otherwise noted.

Text-only version of this story.

Balsam: A close-up view of a tree branch infested with balsam woolly adelgid, an invasive pest relatively new to Michigan.

Beech: A beech leaf disease impact site is shown. Trees affected by the disease are marked with a yellow ribbon or paint.

Brush: Inspecting and cleaning shoes, clothing, gear and vehicles to assure they are pest- and seed-free can help limit the spread of invasive species. Shown here is a

trailhead boot brush, where trail users can clean their footwear before and after their hike.

CISMA: Members of a local cooperative invasive species management area, also known as a CISMA, visit a beech leaf disease impact site in Waterford Township.

Disease: Leaves of a tree affected by beech leaf disease.

Firewood: A package of certified Michigan firewood is shown. Buying heat-treated firewood or buying wood where it will be burned to avoid transporting insects or tree diseases that may be in untreated wood is one way to help limit the spread of invasive species.

Lanternfly: Spotted lanternfly, shown here, is one of the invasive pests that threaten Michigan's forests.

Ovisacs: This sprig of hemlock shows the small, fluffy white ovisacs that can infect and kill hemlock trees.

Report: The cover of the Michigan Department of Natural Resources' 2023 "Forest Health Highlights" report, which explores forest health trends in the state.

Surveying: DNR crews spend winter months surveying for evidence of hemlock woolly adelgid infestation in west Michigan counties.

The Michigan Department of Natural Resources is committed to the conservation, protection, management, use and enjoyment of the state's natural and cultural resources for current and future generations. For more information, go to Michigan.gov/DNR.



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----- Forwarded message -----

From: **Jeni Kilpela, Community Outreach Coordinator**

<NoquemanonTrailNetwork@mailman.bloomerang-mail.com>

Date: Thu, Feb 29, 2024, 6:00 PM

Subject: Michael Neiger Donates Rescue Equipment for NTN



Thank YOU!

It's our honor today to thank the largest donor from our Giving Tuesday Fundraiser, Michael Neiger, who generously donated \$5,500 for the purchase of the rescue sled and AED to be stationed at Forestville Trailhead, and an AED for the South Trails Trailhead.

Staged at the Forestville Trailhead, the rescue sled will also be available to the Marquette County Sheriff's Office Search and Rescue Team for multi-casualty evacuations.

About Michael Neiger

Michael Neiger operates Michigan Backcountry Search and Rescue, TEAM MibSAR, which assists victims, their families and agencies in the search for answers to select, long-term, missing-person cases and cold-case murders in the bush between the Upper Great Lakes and Canada's Arctic Ocean. All investigations, searches, CSI, missing-person websites, full-color posters, rewards, word products, consults, digital analyses and SAR seminars are free. Team MibSAR does not collect rewards or accept donations for it's work - if you do want to support your local search and rescue community, contact Marquette County Search and Rescue at the Marquette County Sheriff's Office.

Additional donations made through the Giving Tuesday fundraiser will go toward building a shed to house the sled, and additional supplies, like blankets and emergency rescue kit.





Our Contact Information

Noquemanon Trail Network
PO Box 746
Marquette, MI 49855
906-235-6861

[Unsubscribe](#) | [Manage email preferences](#)



MARQUETTE CHARTER TOWNSHIP

1000 Commerce Drive
Marquette, Michigan 49855
Ph | 906.228.6220
Fx | 906.228.7337
www.marquettetownship.org

Board Action Item

Board Meeting Date: March 6, 2024
Agenda Item #: 8.A.
Proposal: Consider a recommendation to appoint Brian Hummel to the Recreation Committee with a term ending 12/31/26
Presented by: Supervisor Lyn Durant

Background:

Brian currently holds the position of Emergency Management Program Coordinator for Marquette County and is anxious to share his experience with Marquette Township. He hasn't been on any municipal boards prior to this committee, but his background includes working with the American Red Cross, two Illinois Governors' Administrations, FEMA, US Coast Guard, UP Homeland Security Planning and a myriad of other organizations for over a decade. Brian has been a township resident for two years and hopes to have a role in preserving recreation sites for future generations. He likes that he's close to everything he needs while living in the Township and looks forward to helping with all of our recreational activities.

Attachments: None

Cost: \$ - 0 -

Budget Account: - 0 -

Recommended motion:

Accept the Supervisor's recommendation to appoint Brian Hummel to the Recreation Committee for a three-year term ending 12/31/26.

Mission Statement:

"Recognize and meet the needs of the Township Community."





MARQUETTE CHARTER TOWNSHIP

1000 Commerce Drive
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Board Action Item

Board Meeting Date: March 6, 2024
Agenda Item #: 8.B.
Proposal: To approve changes made to the solid waste collection contract.
Presented by: Leonard Bodenus

Background:

The North Country Disposal Contract was approved earlier this year. While most of the structure is the same as in the previous contract, North Country Disposal asked for modified language in Sections 2.2, 5.1, and 6.2. They also asked for the elimination of Section 16.7. The changes do not fundamentally alter the terms of the previous contract and the 2024 budget was built on these assumptions. The changes were significant enough that it was thought best to bring them back to the Board for approval.

Attachments: 1. North Country Disposal 2024-29 Draft1

Cost: \$ NA

Budget Account: NA

Recommended motion:

To approve the solid waste agreement with changes as presented and authorize the Supervisor to sign the agreement.

Mission Statement:

"Recognize and meet the needs of the Township Community."



**AGREEMENT FOR RESIDENTIAL SOLID WASTE COLLECTION, TRANSFER,
DISPOSAL, AND RECYCLING SERVICES BETWEEN
THE CHARTER TOWNSHIP OF MARQUETTE AND
NORTH COUNTRY DISPOSAL**

THIS CONTRACT made as of March 15, 2024, between the CHARTER TOWNSHIP OF MARQUETTE, Marquette, Michigan, hereinafter called the "TOWNSHIP" and NORTH COUNTRY DISPOSAL, Negaunee, Michigan.

Section 1. Grant and Terms of Agreement:

1.1

For and in consideration of the covenants and agreements of parties herein contained, the TOWNSHIP hereby hires NORTH COUNTRY DISPOSAL to, and NORTH COUNTRY DISPOSAL agrees to, provide residential collection, transfer, and disposal of Type II Solid Waste from the Township in Marquette County, Michigan (and recycling if elected as hereinafter provided in this Agreement), for a period of five (5) years beginning March 15, 2024.

1.2

This Contract may be extended for one (1) additional five (5) year term at the sole option of the TOWNSHIP. The TOWNSHIP shall provide written notice to NORTH COUNTRY DISPOSAL of its intent to exercise its option to extend the contract within 60 days prior to the expiration of the Contract term or any extension hereunder.

Section 2. Collection of Residential Type II Solid Waste:

For the purpose of effectuating the collection of residential Type II Solid Waste from the TOWNSHIP under the terms of this Agreement, the parties agree to the following:

2.1

NORTH COUNTRY DISPOSAL shall provide curbside pick-up of all Type II solid waste from each residence in the TOWNSHIP one (1) time per week. The hours of collection will be determined by NORTH COUNTRY DISPOSAL, but shall be uniformly applied to each part of the TOWNSHIP. The hours of collection, once established, shall not be changed unless NORTH COUNTRY DISPOSAL gives advance notice to the TOWNSHIP Manager.

2.2

Road-side service will be subject to the following regulations:

1. All Type II solid waste must be placed no more than eight (8) feet away from the street or roadway.
2. All garbage must be placed in plastic bags, properly sealed, and placed inside of a garbage container.
3. Weight limits: Plastic bag- thirty (30) pounds. Container - sixty (60) pounds.
4. Garbage shall not be placed out for pick-up more than twelve (12) hours prior to scheduled pick-up.

The scheduled pick-up hours shall be between the hours of six (5) a.m. and six (6) p.m. on the scheduled day.

5. Property owners are responsible for damage to containers resulting from animals, weather, etc.
6. Physically disabled persons and the elderly shall be excluded from mandatory curbside pick-up. A listing of those individuals excluded from mandatory curbside pick-up shall be prepared and mutually agreed to by the parties, and shall be updated as necessary.
7. Extraordinary materials including special material such as hazardous wastes, body wastes, abandoned vehicles, vehicle parts, building materials, large equipment, and parts thereto will not be collected by NORTH COUNTRY DISPOSAL unless specifically requested by the generator and agreed to by NORTH COUNTRY DISPOSAL.
8. NORTH COUNTRY DISPOSAL shall not litter premises in the process of making collections, but it shall not be required to collect any waste materials that have not been placed in approved containers or in a manner herein provided.

2.3

NORTH COUNTRY DISPOSAL shall not be obligated to pick up any waste other than Type II Solid Waste; however, NORTH COUNTRY DISPOSAL shall not be obligated to inspect any material set out for collection or in or around any container, to determine its composition.

2.4

NORTH COUNTRY DISPOSAL may provide containers and collection services at special events, upon the request of the TOWNSHIP. Rates to be paid by the TOWNSHIP to NORTH COUNTRY DISPOSAL for such special events services shall be negotiated between the parties as a separate fee over and above those fees established by this Agreement.

2.5

NORTH COUNTRY DISPOSAL shall not be required to, but may, pick up on legal holidays.

2.6

Employees of NORTH COUNTRY DISPOSAL shall not be required to expose themselves to the dangers of being bitten by animals in order to perform their duties hereunder.

2.7

NORTH COUNTRY DISPOSAL will, under no circumstances, be obligated to supply garbage containers for non-containerized residences or duplex-dwellings.

2.8

Containerized service is required for buildings with three (3) or more dwelling units.

2.9

This collection service shall include a rubbish drop-off, a yard and garden waste and leaf and brush drop-off, and a Christmas tree pick-up in a manner mutually agreed upon between the parties and announced to the residents of the TOWNSHIP.

2.10

The TOWNSHIP reserves the right to modify the services to be provided by the Contractor with corresponding adjustment to total contract cost for the remainder of the contract term.

Section 3. Transfer of Residential Type II Solid Waste: For the purpose of effectuating the transfer of residential Type II Solid Waste from the TOWNSHIP under the terms of this Agreement, the parties agree to the following:

3.1

NORTH COUNTRY DISPOSAL shall be responsible for transferring all residential Type II solid waste collected by NORTH COUNTRY DISPOSAL in the TOWNSHIP during the term of this Agreement.

3.2

The method and frequency of Type II solid waste transfer will be mutually agreed upon between the parties and, it is anticipated, may change and vary throughout the terms of this Agreement.

3.3

NORTH COUNTRY DISPOSAL shall not litter the premises in the process of making transfers, but it shall not be required to collect any Type II solid waste that has not been placed in a manner otherwise herein provided. During transfer, all solid waste shall be contained, tied, or enclosed so that leaking, spilling, or blowing is prevented. In the event of spillage by NORTH COUNTRY DISPOSAL, NORTH COUNTRY DISPOSAL shall promptly clean up the litter.

3.4

In scheduling transfer service, NORTH COUNTRY DISPOSAL reserves the right to make such changes in scheduling and routing as it determines necessary for efficient use of its personnel and equipment, as agreed between NORTH COUNTRY DISPOSAL and the TOWNSHIP. NORTH COUNTRY DISPOSAL shall supply advance notice of schedule or routing changes to the TOWNSHIP.

Section 4. Disposal of Residential Type II Solid Waste: For the purpose of effectuating the disposal of residential Type II solid waste from the TOWNSHIP under the terms of this Agreement, the parties agree to the following:

4.1

All Type II solid waste generated within the TOWNSHIP and collected as hereinabove described shall be transferred to the landfill and shall be disposed of there with the TOWNSHIP paying all disposal fees assessed by the applicable landfill authority.

4.2

NORTH COUNTRY DISPOSAL shall not be required to collect, accept, transfer, or dispose of Type II solid waste during any period that a suitable landfill site is not available to it for disposal of such solid waste, nor shall NORTH COUNTRY DISPOSAL receive compensation for such period according to the terms of this Agreement. In the event the Marquette County Landfill located in Sands Township, Marquette County, Michigan, should close either temporarily or permanently, it is agreed that both parties shall renegotiate the contract to reflect any changes in haul distances.

Section 5. Recycling: It is the policy of the TOWNSHIP and NORTH COUNTRY DISPOSAL to encourage recycling.

5.1

NORTH COUNTRY DISPOSAL shall pick up items to be recycled at the same time as it picks up Type II solid waste. Items to be recycled shall include metal, foil, pie tins, metal caps, newspapers, telephone books, plastic milk jugs, magazines, catalogs, mixed paper, corrugated cardboard, and any and all other

materials that may be accepted for recycling by the Marquette County Landfill, as mutually agreed upon between the parties. Items to be recycled shall be placed in a separate container in accordance with NORTH COUNTRY DISPOSAL standard rules and procedures for road-side recycling and shall be collected in a manner similar to and under those conditions set forth for Type II solid waste collection. **All applicable state and local regulations will be followed and may occasionally cause a deviation from the established collection route. (Seasonal Load Restrictions)**

5.2

NORTH COUNTRY DISPOSAL shall be responsible for transferring all recyclable material to the Marquette County Landfill when available pursuant to the terms of any agreements with the Marquette County Landfill.

5.3

The method and frequency of recyclable material transfer will be mutually agreed upon between the parties and, it is anticipated, may change and vary throughout the terms of this Agreement.

5.4

NORTH COUNTRY DISPOSAL shall not litter the premises in the process of making transfers, but it shall not be required to collect any recyclable material that has not been placed in a container or in a manner otherwise herein provided.

5.5

In scheduling transfer service, NORTH COUNTRY DISPOSAL reserves the right to make such changes in scheduling and routing as it determines necessary for efficient use of its personnel and equipment, as agreed between NORTH COUNTRY DISPOSAL and the TOWNSHIP. NORTH COUNTRY DISPOSAL shall supply advance notice of schedule or routing changes to the Township.

5.6

NORTH COUNTRY DISPOSAL shall not dispose of recyclable materials in a landfill, or in any manner that would result in additional tipping fees or costs of any kind or nature over and above the monthly fee for recycling pickup provided under this Contract.

Section 6. Payment of Residential Type II Solid Waste Collection, Transfer, Disposal and Recycling:

Payment for the services of NORTH COUNTRY DISPOSAL pursuant to the terms of this Agreement shall be made by the TOWNSHIP in the following manner:

6.1

Collection, Transfer and Recycling Fees:

(Sections 2.1 through 2.8. Sections 3.1 through 3.4 and Sections 5) \$19,278.22 per month.

6.2

Rubbish Drop off, Leaf/Brush Collection, Christmas Tree Collection, First Wednesday of the month rubbish collection:

Trash: \$325 per dumpster, \$15 a yard for overflow or trash left on the ground.

Brush: \$325 per dumpster.

Metal: No charge

Glass: No charge.

Special Collections:

Spring leaf/brush drop off: \$975 Annually (Load and haul containers to the landfill's compost site. Direct residents to correct drop off location and clean up after those who dump in unauthorized locations throughout our property)

Christmas Tree collection: No Charge

6.3

Disposal Fee: The disposal ("tipping") fee charged by the landfill for each ton of residential Type II solid waste disposed of pursuant to the terms of this Agreement shall be paid by the TOWNSHIP. NORTH COUNTRY DISPOSAL agrees to provide the TOWNSHIP with documentation satisfactory to the TOWNSHIP verifying the tonnage of Type II solid waste disposed of pursuant to the terms of this Agreement.

6.4

Payment by the TOWNSHIP to NORTH COUNTRY DISPOSAL shall be made by the 25th of each month for the preceding month's services.

6.5

The fees established in Section 6.1 (\$19,278.22) of this Agreement may increase, subject to the approval of the MARQUETTE TOWNSHIP BOARD, for the 2024 year, and each year afterwards on the anniversary date of this Agreement during the life of the contract. Fees may increase to an amount determined by multiplying each fee by the Cost-of-Living Adjustment (COLA) described by the U.S. Government for Military and Federal Civilian Retirees and Social Security Recipients, or such other Consumer Price Index

as might be more reflective of the services provided pursuant to this Agreement and mutually agreed upon by the parties.

6.6

Per mutual agreement of MARQUETTE TOWNSHIP and NORTH COUNTRY DISPOSAL a Fuel Adjustment Charge may be added or subtracted annually, beginning March 15, 2024.

Section 7. Status of NORTH COUNTRY DISPOSAL

7.1

The TOWNSHIP is hiring NORTH COUNTRY DISPOSAL as an independent contractor.

7.2

NORTH COUNTRY DISPOSAL shall have sole and exclusive control over the hiring, discipline, and termination of such employees as it may find necessary to hire in order to carry out the provisions of this Agreement; and NORTH COUNTRY DISPOSAL shall have the sole and exclusive right and obligation to direct, supervise, and control its employees in the performance of this Agreement, to prescribe the method and manner in which its employees are to perform the tasks assigned to them, and to determine and pay such wages, salaries, and benefits to its employees as it may deem appropriate.

7.3

NORTH COUNTRY DISPOSAL shall be solely responsible for and shall pay all Social Security and withholding taxes relating to itself and its employees, as they accrue, together with all other taxes, fees, or business expenses related to the conduct of its business.

Section 8. Insurance:

8.1

NORTH COUNTRY DISPOSAL shall not commence work until it has obtained all insurance required by this Agreement; nor shall NORTH COUNTRY DISPOSAL allow any subcontractor to commence work on any subcontract entered into to accomplish work required to be performed by NORTH COUNTRY DISPOSAL under the terms of this Agreement until all similar insurance required of the subcontractor has been obtained.

8.2

NORTH COUNTRY DISPOSAL shall maintain, during the term of this Agreement, Worker's Compensation insurance for all of its employees to be engaged in work required by the terms of this Agreement; and,

in case any such work is sublet, NORTH COUNTRY DISPOSAL, shall require the subcontractor, similarly, to maintain Worker's Compensation insurance for all of the subcontractor's employees to be engaged in such work unless such employees are covered by the protection afforded by NORTH COUNTRY DISPOSAL Worker's Compensation insurance.

8.3

NORTH COUNTRY DISPOSAL shall maintain Comprehensive General Liability and Automobile Liability insurance written for not less than the following limits of liability:

a) Comprehensive General Liability Insurance

- Bodily Injury - Each person \$500,000
- Each occurrence \$1,000,000
- Property Damage - Each occurrence \$1,000,000
- Aggregate \$1,000,000

b) Comprehensive Automobile Liability Insurance (Owned, hired, and non-owned)

- Bodily Injury -Each person \$500,000
- Each occurrence \$1,000,000
- Property Damage - Each occurrence \$500,000

8.4

NORTH COUNTRY DISPOSAL shall provide a Performance bond with corporate surety, approved by the TOWNSHIP, that guarantees all provisions of the Contract will be met by NORTH COUNTRY DISPOSAL. The bond shall be in an amount of \$50,000.00 and shall be furnished within ten (10) days following the award of the Contract. Thereafter, ninety (90) days prior to the anniversary date of the bond, said Performance bond shall be renewed by NORTH COUNTRY DISPOSAL for each year of the Contract and shall continue to indemnify the TOWNSHIP against loss resulting from any failure of performance by NORTH COUNTRY DISPOSAL. Provided, however, that the parties shall review NORTH COUNTRY DISPOSAL's performance at the first anniversary of the execution of this Contract, as well as the continued need and/or sufficiency of the performance bond. If the TOWNSHIP, within its sole discretion, determines that NORTH COUNTRY DISPOSAL's performance was completely satisfactory at the first anniversary of this contract, the TOWNSHIP will consider implementing an escrow account in which NORTH COUNTRY DISPOSAL would deposit monthly installments for the remainder of the Contract and any extensions thereunder, in lieu of the performance bond. The determination of whether to implement an escrow account to replace the performance bond shall be within the sole discretion of the

TOWNSHIP. If an escrow account is implemented, the amount of the monthly installments, the conditions of forfeiture, and the remaining terms shall be negotiated at that time. If an escrow account is not implemented at the first anniversary of this Contract, the parties shall review NORTH COUNTRY DISPOSAL's performance and the need and/or sufficiency of the performance bond consistent with the terms of this paragraph at any subsequent anniversary of the execution of this Contract. In the event of failure of NORTH COUNTRY DISPOSAL to perform any of the services under this Contract, the TOWNSHIP may declare the Contract at an end and proceed to let such other or substitute agreements or contracts as may be deemed by the TOWNSHIP to be necessary to provide for such services.

Section 9. Subleasing and Subcontracting:

9.1

NORTH COUNTRY DISPOSAL shall not subcontract with other persons or entities for any of the services to be provided under this Contract without prior written consent of the TOWNSHIP. The TOWNSHIP shall not unreasonably withhold consent, but under no circumstances will consent be granted unless the proposed subcontractor is a duly licensed solid waste collector. In the event that any services under this Contract are performed by a subcontractor, NORTH COUNTRY DISPOSAL agrees that it shall be solely responsible for the services, charges or additional expense furnished by any subcontractor, and for assuring that the subcontractor complies with the provisions of this Contract in all respects. NORTH COUNTRY DISPOSAL agrees to indemnify and hold the TOWNSHIP harmless from any and all claims, charges, additional expenses, tipping fees, or costs of any kind or nature arising directly or indirectly from the use of any subcontractor.

Section 10. Landfill:

10.1

All Type II solid waste transported by NORTH COUNTRY DISPOSAL under the terms of this Agreement shall be disposed of at the Marquette County Landfill, located in Sands Township, Marquette County, Michigan. If, for any reason, the Marquette County Landfill is unavailable to NORTH COUNTRY DISPOSAL, then NORTH COUNTRY DISPOSAL shall notify the TOWNSHIP, in advance, of the alternative landfill to be used for the purpose of disposal and NORTH COUNTRY DISPOSAL's actual added cost of transporting the TOWNSHIP's solid waste to the alternative site shall be paid by the TOWNSHIP within thirty (30) days of being billed for such added cost.

Section 11. Performance:

11.1

In the performance of this Agreement, NORTH COUNTRY DISPOSAL agrees not to discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment because of height, weight, marital status, age, color, race, sex, religion, national origin or ancestry.

11.2

Neither party shall be liable to the other for the failure to perform their respective duties nor for any resulting damage or loss if such failure is caused by catastrophe, riot, war, federal or state governmental regulation or order, strike, fine, accident, or any act of God or other similar or different contingency beyond the reasonable control of the particular party.

11.3

This Agreement shall be performed in compliance with all applicable laws, rules, and regulations and its construction and interpretation shall be pursuant to the laws of the State of Michigan.

Section 12. Commencement of Service:

12.1

NORTH COUNTRY DISPOSAL agrees that it shall furnish the collection vehicles and services herein provided and provide the necessary transportation and disposal beginning March 15, 2024.

Section 13. Termination:

13.1

In the event of a substantial breach which has gone uncorrected following twenty (20) days with written notice of same, the non-breaching party may terminate this Agreement upon thirty (30) days written notice to the other. In the event of such termination, the TOWNSHIP shall remain liable for all transportation and disposal charges incurred through the date termination becomes effective.

Section 14. Indemnification:

14.1

NORTH COUNTRY DISPOSAL agrees to indemnify, defend, and save harmless the TOWNSHIP, its officials, employees, and agents from and against all loss or expense (including costs and attorney fees) by reason of any liability asserted or imposed upon the TOWNSHIP, its officials, agents, or employees, for damages because of bodily injury, including death, at any time resulting therefrom, sustained by any person or persons or on account of damage to property, including loss of use thereof, arising out of or in consequence of the performance of the work described herein, by TOWNSHIP residents, whether such injuries to persons or damage to property is caused by, or claimed to be caused by any act or omission of NORTH COUNTRY DISPOSAL, NORTH COUNTRY DISPOSAL's employees, the TOWNSHIP, or any TOWNSHIP officials, employees or agents.

Section 15. Definitions:

For the purpose of interpretation of this Agreement, the following definitions shall apply unless otherwise stated or modified:

15.1

"Ashes" means the residue from the burning of wood, coal, coke, refuse, wastewater sludge, or other combustible materials.

15.2

"Container" shall mean and include any detachable metal container designed or intended to be mechanically dumped into the packer-type garbage truck used by the contractor and varying in size from one (1) to eight (8) cubic yards.

15.3

"Garbage" means putrescible and vegetable wastes resulting from the handling, preparation, cooking, and consumption of food and miscellaneous waste resulting from normal living, housekeeping, premises up-keep and ordinary mercantile enterprises, trades, including ashes, paper or plastic cartons, tin cans, small packing boxes and papers, animal waste and other household residue, excluding: human body waste, hazardous waste as regulated by State or Federal law, sheet metal, steel, or white goods (excluding tin cans of one (1) gallon or less capacity), building materials, industrial refuse, rubber tires,

animal carcasses, motor vehicles or motor vehicle parts, oils, solvents, paints, varnishes, lead acid, batteries, logs, or sticks in excess of one (1) inch in diameter or three (3) feet in length.

15.4

"Garbage Cans" shall mean and include any cylindrical light gauge steel, plastic, or rubber; this does not include compactor bags permitted under earlier paragraphs, or galvanized receptacles, closed at one end and opened at the other, furnished with a top or lid and two (2) handles, and of not more than thirty (30) gallon capacity and not weighing more than sixty (60) pounds.

15.5

"Landfill" means the Marquette County Landfill, located in Sands Township, Marquette County, Michigan, or such other landfill as may be mutually agreed upon between the parties.

15.6

"Rubbish" means non-putrescible solid waste, excluding ashes, consisting of both combustible and non-combustible waste, including paper, cardboard, metal containers, wood, glass, bedding, crockery, or litter of any kind that may be a detriment to the public health and safety.

15.7

"Solid Waste" means garbage, as herein defined, rubbish, as herein defined, ashes, as herein defined, incinerator ash, incinerator residue, street cleanings, municipal and industrial sludges, solid commercial and solid industrial waste, and animal waste, but does not include human body waste, liquid or other waste regulated by statute, ferrous or non-ferrous scrap directed to a scrap metal processor or to a reuse of ferrous or non-ferrous products, and slag or slag products to a slag processor or to a reuse of slag or slag products.

15.8

"Special Material" shall mean building materials (i.e., lumber, bricks, and concrete), auto parts, yard waste, tree limbs, brush, stumps, and appliances.

15.9

"Township" means the corporate limits of the Charter Township of Marquette, Marquette County, Michigan.

15.10

"Type II Solid Waste" means general types of solid waste, as herein defined, including, but not limited to, garbage and rubbish, as herein defined, but excluding hazardous waste. Regardless of any other definitions in this Agreement, or any statute or regulation, as used in this Agreement, "Type II Waste" shall not include furniture, construction debris, building materials, brush, leaves, machinery, household appliances (including stoves, refrigerators, water heaters, televisions), or carpeting.

Section 16. Miscellaneous Provisions:

16.1

Amendment: This agreement may be amended only by a written amendment subsequently executed by both of the parties hereto. This Agreement cannot be amended orally and any such attempted oral amendment shall be invalid.

16.2

Binding Effect: This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective heirs, executors, personal representatives, successors, and assigns.

16.3

Counterparts: This Agreement may be executed in any number of counterparts, each of which so executed and delivered shall be deemed original, but such counterparts constitute but one and the same instrument.

16.4

Creditors: None of the provisions of this Agreement shall be for the benefit of nor enforceable by any creditor of either of the parties.

16.5

Enforceability: In the event that any provision of this Agreement shall be unenforceable, in whole or in part, such provision shall be limited to the extent necessary to render the same valid, or shall be construed as if said provision had been incorporated herein as so limited, or as if said provision had not been included herein, as the case may be.

16.6

Entire Agreement: This written Agreement shall constitute the entire agreement and understanding of the parties; all prior agreements and understandings, if any, relating to this matter between the parties are merged herein and there are no other prior or contemporaneous written or oral agreements,

undertakings, promises, or covenants, express or implied, not contained herein. The parties hereto shall execute and deliver such other and further agreements and do such other and further acts as may be required to carry out the intent of this Agreement.

16.7

~~Exclusivity: This Agreement is non-exclusive, and the TOWNSHIP retains the right to enter into other contracts to collect, transfer, dispose of, and recycle residential Type II Solid Waste or to collect, transfer, dispose of, and recycle such solid waste itself.~~

16.8

Governing Law: This Agreement shall be governed in all respects by the laws of the State of Michigan.

16.9

Headings: Headings are for convenience of reference only and shall not be construed as a part of this Agreement.

16.10

Township's Solid Waste Management Ordinance: The parties understand and acknowledge that the TOWNSHIP has an Ordinance entitled Solid Waste Management Ordinance No. 100494 presently in existence within the TOWNSHIP. The parties understand and agree that, in the event, any provision of this Agreement is inconsistent with or contrary to the terms of the TOWNSHIP's Solid Waste Management Ordinance No. 100494, the terms of that Ordinance shall be paramount and supersede any contrary provision contained within this Agreement.

16.11

Waiver: No waiver of any provision or condition of this Agreement by any party shall be valid unless in writing signed by such party. No such waiver shall be taken as a waiver of any other or similar provision or of any future event, act, or default.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date and year first above written.

Signed by:

Date: _____

Lyn J Durant, Marquette Charter Township Supervisor

Date: _____

Ken Ohman, President North Country Disposal

Date: _____

Witness

DRAFT



MARQUETTE CHARTER TOWNSHIP

1000 Commerce Drive
Marquette, Michigan 49855
Ph | 906.228.6220
Fx | 906.228.7337
www.marquettetownship.org

Board Action Item

Board Meeting Date: March 6, 2024
Agenda Item #: 8.C.
Proposal: To approve an evaluation of the Cox Booster Station and an associated Water System Modeling.
Presented by: Leonard Bodenus

Background:

Cox Pumphouse upgrades were identified as a need during the 2023 Priority Goals. The current station is a mixture of 1970's and early 1990's controls and pumps. Upgrades will need to be made to ensure reliability and to increase the efficiency of this station. The first step of this process is to evaluate what we currently have and what is needed going forward. Fishbeck will also build an up-to-date hydraulic model of our water system. We will need to make a budget adjustment for these studies.

Attachments: 1. LP_Cox Booster Station Study_2024_0216 (002)

Cost: \$ 42,900

Budget Account: 591-558-830

Recommended motion:

To approve the proposal as presented by Fishbeck in the lump sum amount of \$42,900 and authorize the Supervisor to sign the agreement pending satisfactory legal review.

Mission Statement:

"Recognize and meet the needs of the Township Community."



February 16, 2024

Leonard Bodenus
Superintendent of Public Works
Marquette Township
1000 Commerce Drive
Marquette, MI 49855

Proposal for Professional Engineering Services Cox Booster Station Evaluation and Water System Modeling

Fishbeck is pleased to provide this proposal to develop a hydraulic model of Marquette Township's drinking water distribution system and to evaluate improvements needed at the Cox Booster Station. Our understanding of the project, proposed scope of services, and associated fees are described below.

Statement of Understanding

The Township is in the process of changing the water supply for a portion of its distribution system. Originally, the Township's drinking water was supplied by the City of Marquette (City). After construction of the Grove Well Field in 2006–2007, the Township is now served by a combination of surface water from the City's system and groundwater from the Township. Approximately 48% of the Township's water demand is supplied from the well field. However, there are capacity concerns with the aquifer the wells withdraw from.

To ensure adequate water supply in the future, the Township is looking to improve its connection to the City's water distribution system through the concurrent rehabilitation of the Cox Booster Station and the Lincoln Avenue Booster Station in the City. In the existing system, the Grove Well Field supplies water to the Chapel Ridge, Grove, and Northwoods Service Districts. To decrease the demand on the Grove Well Field, the Township is interested in switching the water supply for the Northwoods Service District to City water, which would require booster pumping to serve the higher elevation area. The primary connection to the City's system is through a 12-inch metered water main on Meeske Avenue that is fed by the City's Mountain Tank. This connection fills the Cox Ground Storage Tank. The Cox Booster Station then pumps water to the Cox Service District and other higher-elevation service districts. Two smaller connections to the City system also supply water to the Cox Service District.

The goal of this evaluation is to identify the major items for improvement at the Cox Booster Station, create a hydraulic model of the distribution system to size the Cox Booster Station pumps, and provide a planning-level cost estimate for the improvements. It is understood that, at a minimum, the Township is looking to replace all four pumps with new pumps that are sized to efficiently feed the existing Northwoods Service District and allow for capacity expansion in the near future when a large housing development in the service district is completed. A cost estimate to install a permanent generator is also needed at the Cox Booster Station. The Cox Booster Station improvements, in conjunction with the Lincoln Avenue Booster Station improvements by the City, would improve the Township's water supply reliability as well as the efficiency of the greater Marquette regional system.

Scope of Services

1. Hold a project kickoff meeting with Fishbeck and the Township to clarify the evaluation goals and discuss what information is needed.
2. Prepare an information request letter. We expect to need the following information:
 - a. Record drawings of the Cox Booster Station.
 - b. Record drawings or GIS files for any distribution system improvements completed since 2006.
 - c. The most recent GIS database for the water system assets.
 - d. Annual water usage data for the past 10 years (average and maximum day).
 - e. Existing pump curves for the Grove Well Field and Cox Booster Station.
 - f. A narrative of typical operation of the system, particularly operating levels for tanks in the system, control logic for pump operation, and any other operational information.
 - g. Any recent sanitary surveys or water system studies.
 - h. Expected areas of growth and estimates on the amount of growth/acreage to be developed.
 - i. Any areas of concern in the water system, particularly area with quality or pressure complaints.
3. Visit the Cox Booster Station to evaluate the condition of existing equipment.
4. Develop 5- and 20-year water use projections for future use. Prior studies will be reviewed, and the Township will be consulted.
5. Create a distribution system hydraulic model based on previous model PDFs and available GIS data provided by the Township.
6. Develop a hydraulic model calibration plan, including a map indicating proposed flow test locations.
7. Complete hydrant flow testing fieldwork to obtain data for model calibration. Digital data loggers will be used to record system pressures. Fishbeck will provide the data loggers and flow and pressure gauges needed for this. We expect to complete one day of flow testing, including approximately 6 to 8 flow tests, involving five hydrants each (30–40 hydrants total).
8. Download the flow test data and use it to calibrate the hydraulic model. Calibration includes adjusting pipe friction C-factors and setpoints for valves and pumps.
9. Develop a graph showing pressures in the model versus actual pressures observed in the field after calibration. This will demonstrate the accuracy of the calibration.
10. Use the model to determine the changes needed at the Cox Booster Station to pump City water to the Cox and Northwoods Service Districts.
11. Model the Cox Service District with proposed changes to size the Cox Booster Station pump replacement and validate the hydraulic impact of additional pumping capacity at the station.
12. Summarize the changes needed in a draft memo, including recommended pump sizes and changes to piping in the booster station.
13. Develop an opinion of probable cost for recommended improvements, including assumptions made during the determination of costs.
14. Meet with the Township to review the draft memo.
15. Finalize the memo based on comments and revisions from the Township.

Assumptions

1. The scope assumes three virtual meetings with the City for kickoff, confirming model conditions, and draft memo review.
2. The scope includes one site visit to the Cox Booster Station by Fishbeck staff.
3. There is an existing GIS map or database that can be utilized for creation of the model.

Professional Services Fees

Fishbeck proposes to perform the scope of services for a lump sum fee of Forty-Two Thousand Nine Hundred Dollars (\$42,900).

Schedule

We can initiate the project immediately upon receipt of authorization to proceed. The project is expected to take four to five months to complete, after all the needed background information is provided. The intent is to complete these tasks in a timely manner to allow coordination between the Township and the City to continue.

Authorization

Attached is our Professional Services Agreement. If you concur with our scope of services, please sign in the space provided and return the executed contract to the attention of Nicole A. Curtin (nacurtin@fishbeck.com). This proposal is made subject to the attached Terms and Conditions for Professional Services. Invoices will be submitted every four weeks and payment is due upon receipt.

If you have any questions or require additional information, please contact me at 616.464.3809 or djbaar@fishbeck.com.

Sincerely,



David J. Baar, PE

Vice President/Senior Water and Wastewater Engineer

Attachments

By email

Copy: Jon Kangas – Marquette Township
Amanda Laramie, PE – Fishbeck
John Willemin, PE – Fishbeck

Professional Services Agreement

PROJECT NAME Cox Booster Station Evaluation and Water System Modeling
FISHBECK CONTACT David J. Baar, PE
CLIENT Marquette Township
CLIENT CONTACT Leonard Bodenus
ADDRESS 1000 Commerce Drive, Marquette, MI 49855

Client hereby requests and authorizes Fishbeck to perform the following:

SCOPE OF SERVICES: Provide professional engineering services in accordance with Fishbeck proposal dated February 16, 2024.

AGREEMENT. The Agreement consists of this page and the documents that are checked:

- Terms and Conditions for Professional Services, attached.
- Proposal dated February 16, 2024.
- Other:

METHOD OF COMPENSATION:

- Lump Sum for Defined Scope of Services
- Hourly Billing Rates plus Reimbursable Expenses
- Other:

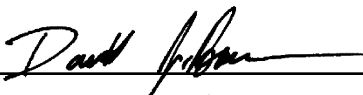
Budget for Above Scope of Services: Forty-Two Thousand Nine Hundred Dollars (\$42,900).

ADDITIONAL PROVISIONS (IF ANY): None.

APPROVED FOR:
 Marquette Township

BY: _____
TITLE: _____
DATE: _____

ACCEPTED FOR:
 Fishbeck

BY:  _____
TITLE: Vice President
DATE: February 16, 2024

1. **METHOD OF AUTHORIZATION.** Client may authorize Fishbeck to proceed with work either by signing a Professional Services Agreement or by issuance of an acknowledgment, confirmation, purchase order, or other communication. Regardless of the method used, these Terms and Conditions shall prevail as the basis of Client's authorization to Fishbeck. Any Client document or communication in addition to or in conflict with these Terms and Conditions is rejected.
2. **CLIENT RESPONSIBILITIES.** Client shall provide all criteria and full information as to requirements for the Project and designate in writing a person with authority to act on Client's behalf on all matters concerning the Project. If Fishbeck's services under this Agreement do not include full-time construction observation or review of Contractor's performance, Client shall assume responsibility for interpretation of contract documents and for construction observation, and shall waive all claims against Fishbeck that may be in any way connected thereto.
3. **HOURLY BILLING RATES.** Unless stipulated otherwise, Client shall compensate Fishbeck at hourly billing rates in effect when services are provided by Fishbeck employees of various classifications.
4. **REIMBURSABLE EXPENSES.** Those costs incurred on or directly for Client's Project. Reimbursement shall be at Fishbeck's current rate for mileage for service vehicles and automobiles, special equipment, and copying, printing, and binding. Reimbursement for commercial transportation, meals, lodging, special fees, licenses, permits, insurances, etc., and outside technical or professional services shall be on the basis of actual charges plus 10 percent.
5. **OPINIONS OF COST.** Any opinions of probable construction cost and/or total project cost provided by Fishbeck will be on a basis of experience and judgment, but since it has no control over market conditions or bidding procedures, Fishbeck cannot warrant that bids or ultimate construction or total project costs will not vary from such estimates.
6. **PROFESSIONAL STANDARDS; WARRANTY.** The standard of care for services performed or furnished by Fishbeck will be the care and skill ordinarily used by members of Fishbeck's profession practicing under similar circumstances at the same time and in the same locality. Fishbeck makes no warranties, express or implied, under this Agreement or otherwise, in connection with Fishbeck's services.
7. **TERMINATION.** Either Client or Fishbeck may terminate this Agreement by giving ten days' written notice to the other party. In such event, Client shall pay Fishbeck in full for all work previously authorized and performed prior to the effective date of termination, plus (at the discretion of Fishbeck) a termination charge to cover finalization work necessary to bring ongoing work to a logical conclusion. Such charge shall not exceed 30 percent of all charges previously incurred. Upon receipt of such payment, Fishbeck will return to Client all documents and information which are the property of Client.
8. **SUBCONTRACTORS.** Fishbeck may engage subcontractors on behalf of Client to perform any portion of the services to be provided by Fishbeck hereunder.
9. **PAYMENT TO FISHBECK.** Invoices will be issued every four weeks, payable upon receipt, unless otherwise agreed. Interest of 1 percent per four-week period will be payable on all amounts not paid within 28 days from date of invoice, payment thereafter to be applied first to accrued interest and then to the principal unpaid amount. Any attorney's fees or other costs incurred in collecting any delinquent amount shall be paid by Client.

Client agrees to pay on a current basis, in addition to any proposal or contract fee understandings, all taxes including, but not limited to, sales taxes on services or related expenses which may be imposed on Fishbeck by any governmental entity.

If Client directs Fishbeck to invoice another, Fishbeck will do so, but Client agrees to be ultimately responsible for Fishbeck's compensation until Client provides Fishbeck with that third party's written acceptance of all terms of this Agreement and until Fishbeck agrees to the substitution.

In addition to any other remedies Fishbeck may have, Fishbeck shall have the absolute right to cease performing any basic or additional services in the event payment has not been made on a current basis.

10. **HAZARDOUS WASTE.** Fishbeck has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substance or condition at any site, and its compensation hereunder is in no way commensurate with the potential risk of injury or loss that may be caused by exposure to such substances or conditions. Fishbeck shall not be responsible for any alleged contamination, whether such contamination occurred in the past, is occurring presently, or will occur in the future, and the performance of services hereunder does not imply risk-sharing on the part of Fishbeck.
11. **LIMITATION OF LIABILITY.** To the fullest extent permitted by law, Fishbeck's total liability to Client for any cause or combination of causes, which arise out of claims based upon professional liability errors or omissions, whether based upon contract, warranty, negligence, strict liability, or otherwise is, in the aggregate, limited to the greater of \$250,000 or the amount of the fee earned under this Agreement.

To the fullest extent permitted by law, Fishbeck's total liability to Client for any cause or combination of causes, which arise out of claims for which Fishbeck is covered by insurance other than professional liability errors and omissions, whether based upon contract, warranty, negligence, strict liability, or otherwise is, in the aggregate, limited to the total insurance proceeds paid on behalf of or to Fishbeck by Fishbeck's insurers in settlement or satisfaction of Client's claims under the terms and conditions of Fishbeck's insurance policies applicable thereto.

Higher limits of liability may be considered upon Client's written request, prior to commencement of services, and agreement to pay an additional fee.

12. **DELEGATED DESIGN.** Client recognizes and holds Fishbeck harmless for the performance of certain components of the Project which are traditionally specified to be designed by the Contractor.
13. **INSURANCE.** Client shall cause Fishbeck and Fishbeck's consultants, employees, and agents to be listed as additional insureds on all commercial general liability and property insurance policies carried by Client which are applicable to the Project. Client shall also provide workers' compensation insurance for Client's employees. Client agrees to have their insurers endorse these insurance policies to reflect that, in the event of payment of any loss or damages, subrogation rights under this Agreement are hereby waived by the insurer with respect to claims against Fishbeck.
- Upon request, Client and Fishbeck shall each deliver to the other certificates of insurance evidencing their coverages.
- Client shall require Contractor to purchase and maintain commercial general liability and other insurance as specified in the contract documents and to cause Fishbeck and Fishbeck's consultants, employees, and agents to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project. Contractor must agree to have their insurers endorse these insurance policies to reflect that, in the event of payment of any loss or damages, subrogation rights under this Agreement are hereby waived by the insurer with respect to claims against Fishbeck.
14. **INDEMNIFICATION.** Fishbeck will defend, indemnify, and hold Client harmless from any claim, liability, or defense cost for injury or loss sustained by any party from exposures to the extent caused by Fishbeck's negligence or willful misconduct. Client agrees to defend, indemnify, and hold Fishbeck harmless from any claim, liability, or defense cost for injury or loss sustained by any party from exposures allegedly caused by Fishbeck's performance of services hereunder, except for injury or loss to the extent caused by the negligence or willful misconduct of Fishbeck. These indemnities are subject to specific limitations provided for in this Agreement.
15. **CONSEQUENTIAL DAMAGES.** Client and Fishbeck waive consequential damages for claims, disputes, or other matters in question relating to this Agreement including, but not limited to, loss of business.
16. **LEGAL EXPENSES.** If either Client or Fishbeck makes a claim against the other as to issues arising out of the performance of this Agreement, the prevailing party will be entitled to recover its reasonable expenses of litigation, including reasonable attorney's fees. If Fishbeck brings a lawsuit against Client to collect invoiced fees and expenses, Client agrees to pay Fishbeck's reasonable collection expenses including attorney fees.
17. **OWNERSHIP OF WORK PRODUCT.** Fishbeck shall remain the owner of all drawings, reports, and other material provided to Client, whether in hard copy or electronic media form. Client shall be authorized to use the copies provided by Fishbeck only in connection with the Project. Any other use or reuse by Client or others for any purpose whatsoever shall be at Client's risk and full legal responsibility, without liability to Fishbeck. Client shall defend, indemnify, and hold harmless Fishbeck from all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting therefrom.
18. **ELECTRONIC MEDIA.** Data, reports, drawings, specifications, and other material and deliverables may be transmitted to Client in either hard copy, digital, or both formats. If transmitted electronically, and a discrepancy or conflict with the electronically transmitted version occurs, the hard copy in Fishbeck's files used to create the digital version shall govern. If a hard copy does not exist, the version of the material or document residing on Fishbeck's computer network shall govern. Fishbeck cannot guarantee the longevity of any material transmitted electronically nor can Fishbeck guarantee the ability of the Client to open and use the digital versions of the documents in the future.
19. **GENERAL CONSIDERATIONS.** Client and Fishbeck each are hereby bound and the partners, successors, executors, administrators, and legal representatives of Client and Fishbeck are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

Neither Client nor Fishbeck shall assign this Agreement without the written consent of the other.

Neither Client nor Fishbeck will have any liability for nonperformance caused in whole or in part by causes beyond Fishbeck's reasonable control. Such causes include, but are not limited to, Acts of God, civil unrest and war, labor unrest and strikes, acts of authorities, and events that could not be reasonably anticipated.

This Agreement shall be governed by the law of the principal place of business of Fishbeck.

This Agreement constitutes the entire agreement between Client and Fishbeck and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

End of Terms and Conditions for Professional Services



MARQUETTE CHARTER TOWNSHIP

1000 Commerce Drive
Marquette, Michigan 49855
Ph | 906.228.6220
Fx | 906.228.7337
www.marquettetownship.org

Board Action Item

Board Meeting Date: March 6, 2024
Agenda Item #: 8.D.
Proposal: Consider Final Payment to Peninsula Solar
Presented by: Township Manager

Background:

In 2023, the Township Board authorized the installation of a solar array at Township Hall to Peninsula Solar for the total contract amount of \$72,465. Prior invoices total \$18,116.25, leaving a balance of \$54,348.75 currently due. The project was completed last week, including all final inspections. Staff recommends approval of final payment on this project in the amount of the current invoice, \$54,348.75. (Note that a 40% rebate - up from the original 30% - will be available upon final payment.)

Attachments: 1. Marquette Township Invoice 2

Cost: \$ 54,348.75

Budget Account: GF

Recommended motion:

Approve the final invoice from Peninsula Solar in the amount of \$54,348.75.

Mission Statement:

"Recognize and meet the needs of the Township Community."



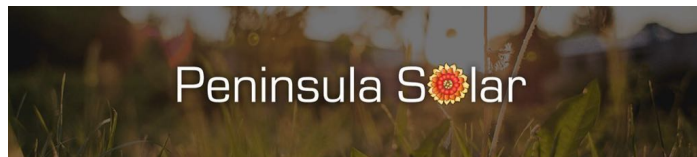
Peninsula Solar, LLC
102 W. Washington St.
STE 220
Marquette MI 49855

ian@peninsula-solar.com

www.peninsula-solar.com

MI Residential Contractor Lic. #: 2103203492

Michigan Saves Home Energy Loan ID#: 101068



Invoice

Job Name	Marquette Township (19.6kW grou...
Job Number	1677
Invoice Number	2
Issue Date	February 26, 2024
Due Date	February 26, 2024
Payment Terms	Due on receipt

Item	Amount
Invoice Amount	\$54,348.75

Amount Due	\$54,348.75
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Payment Summary	
Invoice 1, 6/27/23	\$18,116.25
Invoice 2, 2/26/24	\$54,348.75
Total Invoiced	\$72,465.00
Payment, 7/10/23	\$18,116.25
Total Payments Received	\$18,116.25
Balance Due	\$54,348.75

Thank you for your business!



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Board Action Item

Board Meeting Date: March 6, 2024
Agenda Item #: 8.E.
Proposal: Consider Revised Org Chart
Presented by: Township Manager

Background:

In February, I presented a new Organizational Chart to you which includes the new Finance Director position. Through this process, the Fire Department discovered a prior revision that is not factually accurate relative to their paid-on-call staff. Paid-on-call staff respond to a separate hierarchy from full-time staff, and the department has created a separate organization chart that presents the chain of command among their elected officers. As a result, the chart that you approved in February requires a minor change.

The change removes the "PAID ON CALL FF/EMT" box from the chart. The fire department will also be submitting their internal command chart under separate recommended action. Staff recommends removal of the "PAID ON CALL FF/EMT" box from the Township Org Chart per the revised document attached, dated 02/27/2024. Both the approved February 7th version and updated version are attached for reference.

Attachments:

1. org chart 2024 FINAL 02.07.2024
2. org chart 2024 draft rev 02.27.2024

Cost: \$ NA

Budget Account: NA

Recommended motion:

Approve the revised Township Organization Chart dated February 27, 2024 which removes the paid on call fire department staff.

Mission Statement:

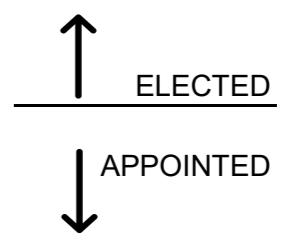
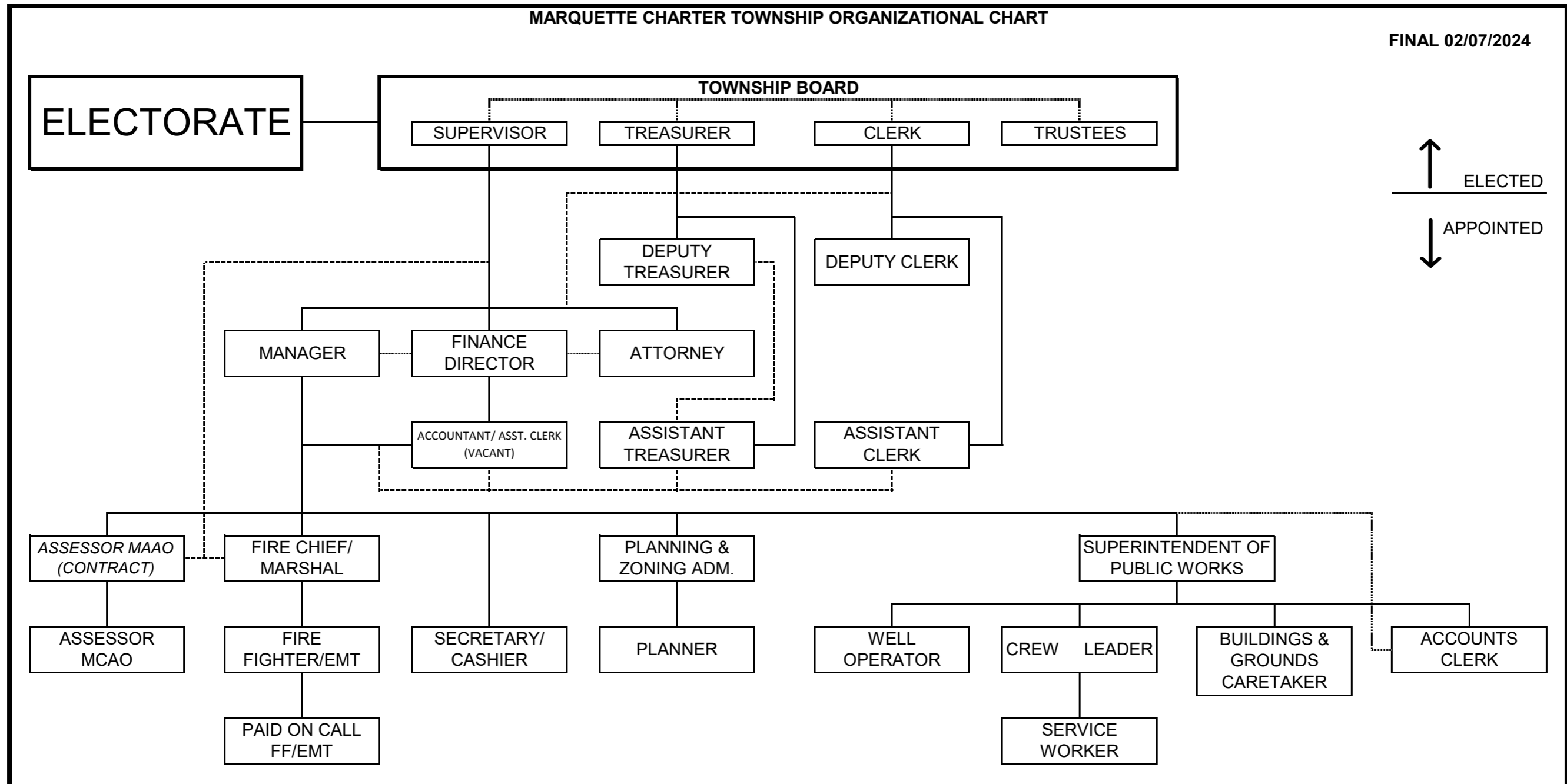
"Recognize and meet the needs of the Township Community."



APPENDIX A - DRAFT

MARQUETTE CHARTER TOWNSHIP ORGANIZATIONAL CHART

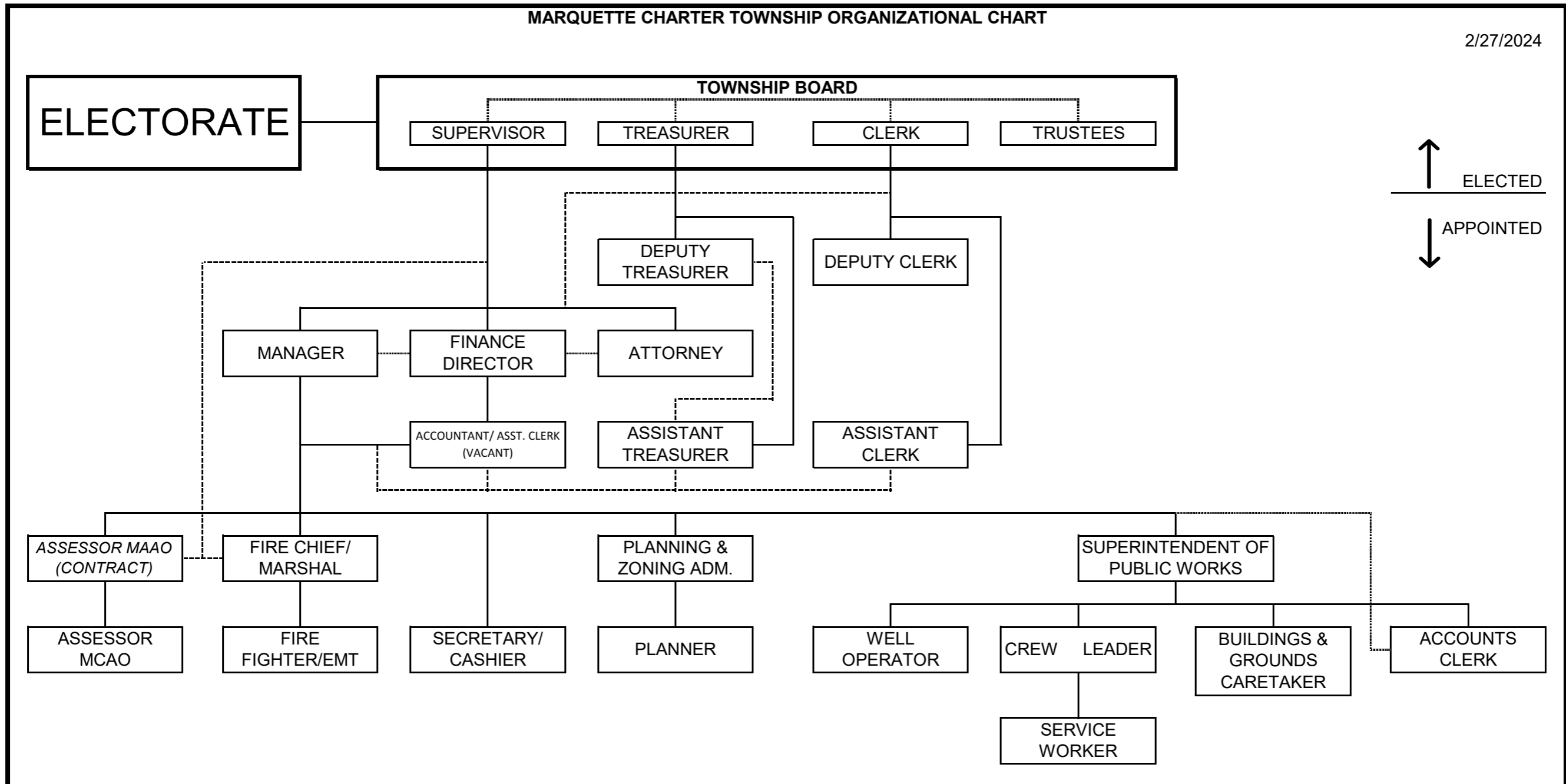
FINAL 02/07/2024



APPENDIX A - DRAFT

MARQUETTE CHARTER TOWNSHIP ORGANIZATIONAL CHART

2/27/2024





MARQUETTE CHARTER TOWNSHIP

1000 Commerce Drive
Marquette, Michigan 49855
Ph | 906.228.6220
Fx | 906.228.7337
www.marquettetownship.org

Board Action Item

Board Meeting Date: March 6, 2024
Agenda Item #: 8.F.
Proposal: Consider Fire Department Org Chart
Presented by: Township Manager

Background:

Prior versions of the Township Organizational Chart reflected paid-on-call staff reporting in an inaccurate manner. As a result the Fire Department has created a separate organizational chart based on their internal chain-of-command. Staff recommends approval of the the Fire Department org chart as presented.

Attachments: 1. FD POC org chart draft 02.28.2024

Cost: \$ NA

Budget Account: NA

Recommended motion:

Approve the Fire Department Organizational Chart as presented and include it in the appendices of the Township Policies and Procedures Manual.

Mission Statement:

"Recognize and meet the needs of the Township Community."



