

City of Marquette, MI



Meeting Agenda City Commission

**Monday, January 13, 2025
6:00 PM
Commission Chambers**

300 West Baraga Ave
Marquette, Michigan 49855

Call to Order, Pledge of Allegiance and Roll Call

Approval of the Agenda

Announcements

Boards and Committees

1. Appointment(s)

Recommend the appointment of Jamie Glenn as the City of Marquette representative on the Marquette County Transit Authority, for a term ending 12-31-27

2. Reappointment(s)

Dallas Fetter, Planning Commission, for a term ending 02-15-2028

Margaret Rayner, Planning Commission, for a term ending 02-15-2028

Robert Kulisheck, Marquette Brownfield Redevelopment Authority, for a term ending 02-01-2028

Charles Klecha, Downtown Development Authority, for a term ending 01-01-2029

Public Comments - Comments may not exceed three minutes per person. Please state your name and physical address when making public comments.

Presentation(s)

3. Upper Peninsula Children's Museum Guardian Recognition - Natalie Potter and Lincoln Veres

4. Recognition of City Retirees - Mike Parsons and Mike Koval

5. Board of Review, by Chair Justin Vasseau

6. Consent Agenda

6.a. Approve the minutes of the December 16, 2024 regular Commission meeting

6.b. Approve the total bills payable in the amount of \$1,482,850.34

6.c. Biogas Conditioning Skid Media and Testing

6.d. Senior Services - Master Agreement to Purchase Services

New Business

7. Contract Extension and Amendment for BP17-11 Solid Waste Collection Services - Curbside Residential
8. Purchase of Leak Detection Equipment

Public Comments - Comments may not exceed three minutes per person. Please state your name and physical address when making public comments.

Comments from the Commission

Comments from the City Manager

Adjournment

Kyle Whitney, City Clerk

If you require assistance to participate in any meeting, program or activity offered by the City of Marquette, please provide advanced notice to City of Marquette ADA Coordinator Eric Stemen at 906-225-8978 or via email at estemen@marquettemi.gov.

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 1/13/2025

Consent Agenda

Approve the minutes of the December 16, 2024 regular Commission meeting

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Dec. 16 minutes



City of Marquette, MI

300 West Baraga Ave
Marquette, Michigan 49855

Meeting Minutes City Commission

Monday, December 16, 2024
6:00 PM
Commission Chambers

Call to Order, Pledge of Allegiance and Roll Call

Present: Davis, Gottlieb, Hanley, Larson, Mayer, Ottaway, Schloegel

Approval of the Agenda

Commissioner Sally Davis moved to approve the agenda, with Item 3.c - Active Transportation Planning Services relocated to New Business, seconded by Commissioner Cary Gottlieb and Carried Unanimously.

Announcements

Mayor Hanley had no announcements.

Boards and Committees

1. Reappointment(s)

Recommend the reappointment of Taylor Klipp as the City of Marquette representative on the Marquette County Transit Authority, for a term ending 12-31-27.

Mayor Pro Tem Paul Schloegel moved to Approve the recommendation to reappoint Taylor Klipp as the City of Marquette representative on the Marquette County Transit Authority, for a term ending 12-31-27, seconded by Commissioner Michael Larson and Carried Unanimously.

Public Comments - Comments may not exceed three minutes per person. Please state your name and physical address when making public comments.

There was no public comment at this time.

Presentation(s)

2. Downtown Development Authority, by Executive Director Tara Laase-McKinney

DDA Executive Director Tara Laase-McKinney offered a presentation that included a detailed overview of the Downtown Development Authority's activities during the previous year.

She offered background on the DDA district and the associated tax increment

financing district and discussed the various changes to the boundaries of those districts over the years.

She spoke about the DDA budget, parking management, facade improvement grants, the farmers market and other district events and activities, before highlighting the organization's 2025 goals and objectives.

Commissioners thanked Ms. Laase-McKinney for the presentation, and discussion ensued. Commission conversation touched on new businesses, district boundaries, the cost of parking management, future visions for the farmers market and TIF plans, including discussion about plans to propose a new TIF plan for Commission consideration.

3. Consent Agenda - Roll Call Vote

Commissioner Jerney Ottaway moved to Approve the Consent Agenda as written, seconded by Mayor Pro Tem Paul Schloegel and Carried Unanimously by Roll Call Vote.

3.a. Approve the minutes of the December 9, 2024 regular Commission meeting

3.b. Approve the total bills payable in the amount of \$946,372.64

3.c. Application for License to Use City Property Adjacent to 305 W. Magnetic Street

3.d. Application for License to Use City Property Adjacent to 428 Fisher Street

3.e. State Right-of-Way Permits - Roll Call Vote

New Business

4. Obsolete Property Rehabilitation Exemption Certificate - Roll Call Vote

Commissioner Cary Gottlieb moved to Approve the resolution authorizing an additional five years to the three-year Obsolete Property Rehabilitation Act Exemption Certificate for 136 West Washington Street, and direct the Mayor and Clerk to sign the resolution, seconded by Commissioner Jerney Ottaway and Carried Unanimously by Roll Call Vote.

5. Active Transportation Planning Services

Commissioner Sally Davis moved to Approve the contract with Toole Design for Active Transportation Infrastructure planning services, authorize the City Manager or her designee to sign, and approve the use of the remainder of the project budget as contingency if required, seconded by Mayor Pro Tem Paul Schloegel.

Commissioner Davis noted that she had wanted this to be pulled from the Consent Agenda tonight because she knows there is public interest in this topic, generally, and she asked staff to discuss this opportunity and to explain the next steps.

Deputy City Manager Sean Hobbins outlined the project, which will include a conditions analysis, community engagement through surveys, and a two-day in-person event in spring of 2025 to gather stakeholder input. The final product will be an active transportation plan, incorporating best practices and addressing micromobility and safety concerns, for review and potential adoption by the Planning Commission and City Commission.

Following discussion, the Commission voted on the original motion, which carried unanimously.

Public Comments - Comments may not exceed three minutes per person. Please state your name and physical address when making public comments.

Barb Owdziej expressed concern that the city's planning and discussions tend to over-emphasize parking and automobile infrastructure and said future plans should make the community less friendly for automobiles, and more friendly for other forms of transportation.

Anne White, owner of The Honorable Distillery, thanked the City Commission for their continued support.

Comments from the Commission

Commissioners Mayer and Gottlieb had no comments.

Commissioner Larson highlighted the importance of preserving local history, and said tax mechanisms like tonight's OPRA certificate can be a good way to prioritize that. He emphasized the city's focus on partnerships and community engagement for future planning.

Mayor Pro Tem Schloegel encouraged residents to shop locally, tip service workers, and enjoy the holiday season, and he wished Mayor Hanley a happy birthday.

Commissioner Ottaway commended Barb Owdziej's forward-thinking ideas on walkability, and said he was glad to see the OPRA certificate extended.

Commissioner Davis wished everyone happy holidays.

Mayor Hanley shared positive feedback from local business owners, who reached out to support the OPRA extension request for The Honorable Distillery. She said happy holidays and urged everyone to stay safe.

Comments from the City Manager

City Manager Karen Kovacs wished Mayor Hanley a happy birthday. She thanked the public works and facilities staff for their efforts in decorating the Peanuts-themed plow for the holiday parade. She reminded residents of battery recycling options, highlighting proper disposal methods for various types of batteries, and directed residents to Recycle 906 for additional information.

Adjournment

Mayor Hanley adjourned the meeting at 7:04 p.m.

Jessica Hanley, Mayor

Kyle Whitney, City Clerk

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Marquette, please provide advanced notice to City of Marquette ADA Coordinator Eric Stemen at 906-225-8978 or via email at estemen@marquettemi.gov.

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 1/13/2025

Consent Agenda **Biogas Conditioning Skid Media and Testing**

BACKGROUND:

The co-generation units at the Wastewater Treatment Plant require the biogas to be treated before being burned in the units. Two compounds, Hydrogen Sulfide (H₂S) and Siloxanes, must be reduced to protect the engines. Specially formulated media is used to remove the compounds from the biogas. Over time that media is used up and must be replaced. The life of the media is dependent on the amount of H₂S and Siloxanes in the raw gas. Because this compound is variable, we can only give an estimate of how many media changeouts will be needed. Staff has estimated \$35,000 will be required to cover the annual cost of the media changeouts and required gas testing.

FISCAL EFFECT:

Sufficient funds are available in the FY 2025 Wastewater budget.

RECOMMENDATION:

Approve the expenditure in the amount not to exceed \$35,000 to Unison Solutions for media replacement and gas testing.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

No Attachments Available

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 1/13/2025

Consent Agenda

Senior Services - Master Agreement to Purchase Services

BACKGROUND:

For many years Marquette County has contracted with the City to provide senior service programs for older residents in the City of Marquette and Chocolay, Marquette and Powell Townships. Under this agreement, the County of Marquette agrees to expend millage funds to purchase senior services from the City.

In a given year, approximately half of the Marquette Senior Center revenue comes through similar agreements, under which municipalities purchase services from the City's Senior Center.

The 2025 calendar year millage allocation is \$497,250.87. This represents an increase of \$28,165.87, or six percent, from the previous year's agreement. The reimbursement will be paid in a lump sum to be allocated monthly.

The County has also opted to distribute excess reserves from the fund over a five-year period that began in Fiscal Year 2024. The City's portion of the excess reserves distribution for Fiscal Year 2025 is \$30,885.47.

FISCAL EFFECT:

The Community Services Senior Service fund will realize revenues of \$528,136.34.

RECOMMENDATION:

Approve the Master Agreement to Purchase Services for calendar year 2025, and authorize the Mayor and Clerk to sign the Agreement.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Agreement

MASTER AGREEMENT TO PURCHASE SERVICES
CALENDAR YEAR 2025

This Agreement, effective the first day of January 2025 and ending the 31st day of December 2025, is by and between **Marquette County**, 234 W. Baraga Avenue, Marquette, Michigan 49855 and the **CITY OF MARQUETTE**, 300 W. Baraga Avenue, Marquette, Michigan 49855 (hereinafter referred to as the "Contractor").

WHEREAS, Marquette County has allocated millage dollars to Senior Centers for the delivery of services to older residents of Marquette County; and

WHEREAS, Marquette County is desirous of purchasing services as listed on the menu of millage priority services from the Contractor for elders residing within the City of Marquette, and the townships of Chocolay, Marquette and Powell;

NOW, THEREFORE, the parties hereto agree as follows:

1. The Contractor will deliver service as need is determined, from the following menu of services:

Outreach
Case Coordination & Support
Homemaking
Financial Management
Chore
Information & Assistance
Health Promotion
Respite

2. The Contractor shall adhere to the service definitions, record keeping requirements and client eligibility guidelines for these services as defined in the Marquette County Services to Senior Citizens Millage Priority Services (**Attachment A**).
3. Service reports will be provided to the Aging Services office. Service reports will be submitted on a quarterly basis. Service reports shall be due to the Aging Services office on the 10th day of the month following the reporting period. Technical assistance is available from the Aging Services office for all aspects of service provision, reporting, budgeting, etc.
4. The Contractor shall receive from Marquette County upon receipt of Agreement signed by both parties and proof of insurance, funds up to the amount stated:

ALLOCATION FOR SENIOR SERVICES	\$497,250.87
EXCESS RESERVES DISTRIBUTION	\$ 30,885.47

No match is required from the Contractor for this Agreement.

5. The Contractor will be paid a quarterly advance of funds prior to providing services.
6. The funds for Allocation Senior Services are to offset costs borne by the Contractor for providing services from the menu of priority services to seniors residing in the City of Marquette and the Townships of Marquette, Chocolay, and Powell.

- a. The allocation is divided into two components:

Priority Services – 70%	\$348,075.61
General Purpose Programming/Administration – 30%	\$149,175.26

- b. The Contractor shall expend at least 70% of this allocation for services from the menu of priority services based on an assessment of the client's needs.
 - c. The Contractor may expend up to 30% of this allocation for general purpose programming and administration. On each report, the Contractor shall state how the money was expended including number of clients served and units of service provided when applicable.
 - d. The excess reserve payment this year (\$30885.47) may be used for General Purpose Programming. This payment will be paid once per year for 5 years, the first payment was received in 2024, the last payment will be for 2028. **A total of \$154,427.33 in excess reserves** will be paid.
7. Services are to benefit seniors residing within the City of Marquette, and the townships of Chocolay, Marquette and Powell. Providers will meet with representatives from their service areas as needed.
 8. The annual allocation is the maximum reimbursement for services under this Agreement.
 9. The Contractor will identify and account for funds received and expended under this Agreement through the use of separate program or activity account numbers. Service reports shall include the number of seniors served, the services provided, and the cost to provide the service. Reports shall also include the services provided by geographic location. Collaboration between millage funded service providers is encouraged to promote uniform service delivery and reporting.
 10. Program income received as a result of providing priority services funded by this allocation may be used for general purpose programming by the Contractor. Services to a client are not related to or denied for lack of a confidential donation.

11. In the event that millage dollars to Marquette County are reduced, withdrawn or terminated, Marquette County may equally reduce, withdraw or terminate the contract upon seven days written notice to the Contractor. In the event that millage dollars are increased, Marquette County may at its sole discretion allocate additional funds depending on the ability of the Contractor to provide additional services.
12. Any amendments to this Agreement must be reduced to writing and be signed by both parties with 30 days' notice. Marquette County can terminate this Agreement for any or no reason upon seven days written notice to the Contractor. The Contractor may appeal to the County Board.
13. Insurance and Indemnification: The Contractor will supply proof of and adhere to the provisions contained in the insurance addendum (**Attachment B**) which is incorporated in, and made part of, this Agreement as though fully set forth herein.
14. The Contractor understands and agrees that in the performance of this Agreement it is an Independent Contractor with respects to Marquette County, and that it has full authority and discretion with respect to hiring, directing, disciplining and terminating its employees, and in supervising their activities in the performance of the tasks required by this Agreement. The employees of the Contractor shall not be entitled to any of the benefits provided by Marquette County to employees of the County.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

MARQUETTE COUNTY

By: _____

Joseph DeRocha, Chairperson

Date: _____

City of Marquette

By: _____

Jessica Hanley, Mayor

By: _____

Kyle Whitney, Clerk

Date: _____

Attachments: 2

ATTACHMENT A

MARQUETTE COUNTY SERVICES TO SENIOR CITIZENS MILLAGE PRIORITY SERVICES

VISION STATEMENT

That all Marquette County seniors have access to services and volunteer opportunities to service which enhances and promotes the highest quality of life.

MISSION STATEMENT

It shall be the mission of Marquette County to use the Services to Senior Citizens Millage to secure and insure the independence and dignity of the county's older population. Said mission to be accomplished through the assessment of needs, resource development, centralized planning, advocacy, and assistance to local service providers in the development and support of necessary programs. The County Aging Services department shall act as a focal point for the provision of information and training on programs and issues related to older adults.

OVERSIGHT/ACCOUNTABILITY/REPORTING REQUIREMENTS

Marquette County is responsible for the oversight and proper use of millage dollars. Millage-funded services are to be provided to seniors throughout Marquette County. Programs receiving millage dollars will be required to report the number of seniors citizens served, the services provided, the areas served and the amount of millage dollars spent on approved services.

ELIGIBILITY

Services shall be provided only to persons 60 years of age and older who reside in Marquette County.

- Substantial emphasis must be given to serving eligible persons with greatest social and/or economic need with particular attention to low-income minority individuals. "Substantial emphasis" is regarded as an effort to serve a greater percentage of older persons with economic and/or social needs than their relative percentage to the total elderly population within the geographic service area.
- Participants shall not be denied or limited services because of their income or financial resources. Where program resources are insufficient to meet the demand

for services, each service program shall establish and utilize written procedures for prioritizing clients waiting to receive services, based on social, functional and economic needs.

INDICATING FACTORS

- Social Need – isolation, living alone, age 75 or over, minority group member, non-English speaking, etc.
- Functional Need – handicaps (as defined by the Rehabilitation Act of 1973 or the Americans with Disabilities Act), limitations in activities of daily living, mental or physical inability to perform specific tasks, acute and/or chronic health conditions, etc.
- Economic Need - eligibility for income assistance programs, self-declared income at or below 125% of the poverty threshold, etc.

PRIORITY SERVICES

- **Outreach** - Efforts to identify and contact isolated older persons and/or older persons in greatest social and economic need, who may have service needs, and assisting them in gaining access to appropriate services. Outreach does not include comprehensive assessment of need, development of service plan, or arranging for service provision.
- **Case Coordination & Support** - The provision of a comprehensive assessment of persons aged 60 and over with a complementing role of brokering existing community services and enhancing informal support systems when feasible. Case Coordination and Support (CCS) includes the assessment and reassessment of individual needs, development and monitoring of a service plan, identification of and communication with appropriate community agencies to arrange for services, evaluation of the effectiveness and benefit of services provided, and assignment of a single individual as the caseworker for each client.
- **Homemaking** - Performance of routine household tasks to maintain an adequate living environment for older individuals with functional limitations. Homemaking does not include provision of chore or personal care tasks. Allowable homemaking tasks are limited to one or more of the following:
 - Laundry
 - Ironing
 - Meal Preparation
 - Shopping for Necessities
 - Light Housekeeping Tasks
- **Home Delivered Meals** - Also known as “Meals on Wheels”, assists homebound seniors throughout Marquette County in meeting their nutritional needs. “Meals on Wheels” does more than provide hot meals. The meal deliverer also provides an important service by checking on the welfare of the person.

- **Financial Management** - This service assists older persons to expand, conserve or make better use of their personal financial resources. This assistance is to be delivered on a one-to-one basis between the service provider and the individual and may include assistance with such items as budgeting, state tax credit preparation, income tax preparation, bill paying, and general financial planning.

Assisting Seniors with preparing and filing tax credit forms, reviewing and submitting insurance forms/claims, completing applications for assistance programs such as Medicaid, food stamps, etc.

- **Chore** - Non-continuous household maintenance tasks intended to increase the safety of the individual(s) living at the residence. Allowable tasks are limited to the following:

- Replacing fuses, light bulbs, electrical plugs, and frayed cords
- Replacing door locks and window catches
- Replacing/repairing pipes
- Replacing faucet washers or faucets
- Installing safety equipment
- Installing screens and storm windows
- Installing weather stripping around doors
- Caulking windows
- Repairing furniture
- Installing window shades and curtain rods
- Cleaning appliances
- Cleaning and securing carpets and rugs
- Washing walls and windows, scrubbing floors
- Cleaning attics and basements to remove fire and health hazards
- Pest control
- Grass cutting leaf raking
- Clearing walkways of ice, snow and leaves
- Trimming overhanging tree branches

- **Information and Assistance** - Assistance to individuals in finding and working with appropriate human service providers that can meet their needs which may include: information giving (e.g., listing the providers of a particular service category so an individual may make their own contact directly); group presentations; referral (making contact with a particular provider on behalf of an individual); advocacy intervention (negotiating with a service provider on behalf of a client); and, follow-up contacts with clients to ensure services have been provided and have met the respective service need.
- **Transportation** – The RSVP Medical Transportation Program provides frail and/or isolated seniors living in Marquette County with a ride to their non emergency medical appointments. Occasionally this may also include a stop at the pharmacy to pick up needed prescriptions.

- **Health Promotion** - May include some or all of the following: provision of information concerning diagnosis, prevention, treatment, and rehabilitation of age-related disease and chronic disabling conditions; education programs on the availability, benefits and appropriate use of preventive health services; routine health screenings; programs related to prevention and reduction of effects of chronic disabling conditions; reduction of alcohol and substance abuse; smoking cessation; weight loss and control and stress management; nutritional counseling; programs regarding physical fitness and exercise; and recreational activities.

ATTACHMENT B

INSURANCE ADDENDUM LIABILITY INSURANCE

The Contractor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees, volunteers, or subcontractors.

INSURANCE REQUIREMENTS

The insurance coverage required shall be at least as broad as:

1. Commercial General Liability ("occurrence" form).
2. Automobile Liability, "any auto".
3. Workers' Compensation insurance as required by the laws of the state of Michigan and Employer's Liability insurance.

LIMITS OF INSURANCE

The Contractor shall maintain limits on said policy of no less than:

1. General Liability: \$1,000,000 combined single limit per accident for bodily injury, personal injury, and property damage.
2. Automobile Liability: \$500,000 combined single limit per accident for bodily injury and property damage.
3. Worker's Compensation and Employer's Liability: Shall be those limits as required by the Worker's Disability Compensation Act for the state of Michigan and Employer's Liability limits of \$500,000 per occurrence.

DEDUCTIBLES

Any deductibles or self-insured retentions must be declared to and approved by Marquette County.

OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverage:

Marquette County, its officers, agents, employees, elected and appointed officials, and volunteers shall be covered as additional insured's as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to Marquette County, its officers, agents, employees, elected and appointed officials, and volunteers.

The Contractor's insurance coverage shall be primary insurance as respects Marquette County, its officers, agents, employees, elected and appointed officials, and volunteers. Any insurance or self-insurance maintained by Marquette County, its officers, agents, employees, elected and appointed officials, and volunteers shall be excess of the Contractor's insurance and shall not contribute to it.

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to Marquette County, its officers, agents, employees, elected and appointed officials, and volunteers.

The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. All Coverages:

Contractor hereby releases Marquette County from any claim for recovery for any loss or damage, which is insured under valid and collectible insurance policies to the extent of any recovery collectible under such insurance. It is further agreed that this waiver shall apply only when permitted by the applicable policy of insurance.

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after 30 days prior written notice by certified mail, return receipt requested, has been given to Marquette County.

ACCEPTABILITY OF INSURERS

Unless otherwise approved by Marquette County, the Michigan Insurance Bureau must identify insurers as authorized and eligible. In addition, insurance is to be placed with insurers with a Best's rating of A or better.

CERTIFICATES/ENDORSEMENTS OF INSURANCE

Contractor shall furnish Marquette County with certificates of insurance and with any and all original endorsements affecting coverage required by the contract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by Marquette County before work commences. Marquette County

reserves the right to require complete, certified copies of all required insurance policies, at any time.

Contractor shall include all subcontractors as insured's under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

A copy of said certificates and endorsements should be forwarded with a signed copy of the Master Agreement to the Marquette County Aging Services office.

ACCEPTANCE OF CERTIFICATE

Acceptance of any certificate(s) and/or endorsement(s) of insurance by Marquette County do not waive the insurance requirements provided in the foregoing paragraphs. Should Marquette County sustain any loss or be required to pay any claim as a result of the Contractor's failure to obtain or maintain insurance as is required by this contract, the Contractor shall indemnify Marquette County for any such loss. This indemnification shall occur regardless of whether or not Marquette County has accepted any certificate(s) and/or endorsement(s) of insurance provided by the Contractor or its carrier.

INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless Marquette County, its officers, agents, employees, elected and appointed officials, and volunteers from and against any and all claims, losses or liability, including attorney's fees, arising from injury or death to persons or damage to property occasioned by any act, omission or failure of the Contractor, its subcontractors, and any officers, agents, employees, and volunteers in performing the work required by this contract. The Contractor's obligation under this provision shall not be limited in any way by any terms of this contract, or the insurance limits.

ADDITIONAL INSURED ENDORSEMENT

It is understood and agreed that Marquette County shall be Additional Insured's, which shall include all elected and appointed officials, all employees, agents and volunteers, all boards, commissions, and/or authorities and their board members, employees, and volunteers. This coverage shall be primary to the Additional Insured's, and not contributing with any other insurance or similar protection available to the Additional Insured's, whether said other available coverage be primary, contributing or excess.

10/16/18

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 1/13/2025

New Business

Contract Extension and Amendment for BP17-11 Solid Waste Collection Services - Curbside Residential

BACKGROUND:

The term of the current contract for curbside residential collection services ran October 1, 2017 through September 30, 2024. Staff exercised the right to extend the contract by 180 days for continuance of services at the current rates while the details of the extension and amendment were negotiated. The contract was amended four times previously to address tipping fee increases from MCSWMA and to move from green bags to garbage stickers. The attached Fifth Amendment addresses the payment of tipping fees, transitioning to a fully carted collection, hours of collection, on-street parking during hours of collection, and the term of the extension. The contract amendment will commence immediately upon approval and run through September 30, 2029. It is the intention of City staff to go out for bids for a new contract to commence October 1, 2029.

FISCAL EFFECT:

Curbside solid waste collection services are paid by collecting resident user fees. The user fees will be adjusted to reflect the new rate structure, and will have no fiscal effect on the City's budget.

RECOMMENDATION:

Approve the Fifth Amendment to the agreement with Waste Management for solid waste collection, and authorize the Mayor and City Clerk to sign the Amendment.

ALTERNATIVES:

Create updated specifications for curbside residential solid waste collection and request bids, or as determined by the Commission.

ATTACHMENTS:

Description

- ▣ Amendment 5

FIFTH AMENDMENT TO CITY OF MARQUETTE
SOLID WASTE SERVICES CONTRACT

THIS Fifth Amendment to City of Marquette Solid Waste Services Contract ("AMENDMENT") is made as of _____, 2025, by and between the City of Marquette ("CITY"), the Waste Management of Michigan, Inc., a Michigan corporation ("WASTE MANAGEMENT"), collectively referred to as "PARTIES".

RECITALS

WHEREAS, the PARTIES entered into an Agreement dated September 26, 2017, as previously amended ("AGREEMENT");

WHEREAS, the PARTIES desire to transition to a fully carted solid waste collection program;

WHEREAS, the PARTIES desire to extend the current contract; and

WHEREAS, the PARTIES now desire to amend the AGREEMENT in recognition of the transition to fully carted collection and contract extension.

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

1. The term of this AGREEMENT will run through September 30, 2029. The CITY reserves the right to extend the term of this AGREEMENT for a period of up to one hundred eighty (180) days at the rate in effect at the time this AGREEMENT expires. The CITY shall initiate an extension by serving a written notice to WASTE MANAGEMENT at least 30 days prior to the expiration of this AGREEMENT.

2. The CITY will prohibit on-street parking in each respective collection zone during the corresponding collection period to accommodate fully carted and automated collection.

3. Hours of collection will be extended to be consistent with WASTE MANAGEMENT corporate policies. WASTE MANAGEMENT is not required to run overnight routes. WASTE MANAGEMENT may begin collection as early as 10:00 p.m. and must plan to complete collection by 2:00 PM. WASTE MANAGEMENT will minimize traffic disruption by completing collection on major streets and the business district no later than 7:00 am.

4. All curbside collection of solid waste and recycling will be done using WASTE MANAGEMENT provided carts for solid waste and CITY provided carts for recycling. Each PARTY will be responsible for maintaining an adequate inventory of its respective 64-gallon and 96-gallon carts, and distribution and maintenance of its respective carts including replacement as needed. Residents may continue to use previously purchased garbage stickers and bags until September 30, 2025; thereafter Waste Management is no longer obligated to collect tagged bags curbside. Once carts are distributed, the sale of garbage stickers will be discontinued at retail locations.

5. WASTE MANAGEMENT will accommodate overflow of solid waste at the Waste Management Transfer Station through the sale of individual garbage stickers instead of bags for a fee of \$3.00 per sticker.

6. Tipping fees, as required by 1.f. of the original AGREEMENT dated September 26, 2017 from curbside collection at the Marquette County Solid Waste Management Authority (MCSWMA) will be removed from this AGREEMENT and paid directly by the City. This does not negate prior language

that all residential household waste and recyclables collected become the property of WASTE MANAGEMENT once placed in their vehicle.

7. The current monthly hauler fee schedule will remain in effect until the cart system is fully implemented. The new monthly hauler fee will take effect the first full billing cycle following cart implementation. The new hauler fee schedule will be as follows:

Implementation through September 30, 2025	\$10.80 per stop, per month
October 1, 2025, through September 30, 2026	\$11.29 per stop, per month
October 1, 2026, through September 30, 2027	\$11.79 per stop, per month
October 1, 2027, through September 30, 2028	\$12.32 per stop, per month
October 1, 2028, through September 30, 2029	\$12.88 per stop, per month

8. WASTE MANAGEMENT will provide additional solid waste collection carts to residents for \$4.00 per additional cart, per month.

9. WASTE MANAGEMENT is not obligated to buy back unused prepaid bags or stickers from residents at the end of the term of this Agreement.

10. WASTE MANAGEMENT is no longer obligated to have its local phone number on its vehicles.

11. The Parties agree that WASTE MANAGEMENT is no longer obligated to operate or service any organics drop-off sites.

12. Neither Party shall be in default for its failure to perform or delay in performance caused by an Uncontrollable Circumstance, and the affected Party shall be excused from performance during the occurrence of such events. For purposes of this Agreement, "Uncontrollable Circumstances" means any act of terrorism, act of God, landslides, lightning, forest fires, storms, floods, typhoons, hurricanes, severe weather, freezing, earthquakes, volcanic eruptions, other natural disasters or the imminent threat of such natural disasters, pandemics or epidemics, industry-wide labor or equipment shortages, quarantines, civil disturbances, acts of the public enemy, wars, blockades, public riots, labor unrest (e.g., strikes, lockouts, or other labor disturbances), acts of domestic or foreign governments or governmental restraint or other causes, whether of the kind enumerated or otherwise, and whether foreseeable or unforeseeable, that are not reasonably within the control of a Party.

13. The Parties agree that the Agreement is intended to be exclusive in that WASTE MANAGEMENT shall have the exclusive duty, right and privilege to provide the collection services described in the Agreement.

15. The First Amendment dated January 13, 2020, Second Amendment dated January 25, 2021, Third Amendment dated June 28, 2021 and Fourth Amendment dated March 28, 2022 are all hereby revoked. All other terms and conditions of the original AGREEMENT dated September 26, 2017 not inconsistent with this AMENDMENT remain unchanged and shall continue as specified in said original AGREEMENT.

The PARTIES have duly executed this Fifth Amendment as of the day and year first above written.

CITY OF MARQUETTE

Date: _____, 2025

Jessica Hanley, Mayor

Date: _____, 2025

Kyle Whitney, City Clerk

Approved as to Content:

Approved as to Form:

Karen M. Kovacs, City Manager

Suzanne C. Larsen, City Attorney

Date: January 7, 2025

WASTE MANAGEMENT OF MICHIGAN, INC.


By: James M Kuehl
Its: Director of Pricing

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 1/13/2025

New Business **Purchase of Leak Detection Equipment**

BACKGROUND:

The City of Marquette Water Department takes great pride in providing residents with clean and safe drinking water at affordable rates. Part of this pride comes from quickly restoring service when there is a system failure. When there is a known system failure, leak detection equipment can reduce the time it takes to accurately locate a leak and begin the repair. By accurately locating the failure, the size of the repair can also be minimized.

This type of equipment can also be used to locate previously unknown leaks. Part of the water system survey we complete with EGLE on the City water system covers water loss and unaccounted water. The complete meter changeout was very successful in making sure we were accounting for the water we produce by accurately metering the water. The leak detection equipment will be used in the summer to identify where the water system is losing water through leaks. We expect the same level of success in identifying water loss.

Annually the Water Distribution Department makes upwards of two dozen repairs requiring excavation down to the utility in order to repair. While every repair is different, staff conservatively estimate the return on investment (ROI) for this equipment to be less than five years through minimizing staff time, resources, and restoration costs. If we actively identify unknown leaks the ROI time will be shorter. With proper care the equipment is expected to last 10-20 years.

The Water Distribution Department recommends the purchase of a LeakFinder-ST and a Fisher FP-ID 2100 Ferro-Magnetic Locator from Batco, Inc. based upon an objective review of the equipment required, peer review from other water operators, consultation with other municipalities and finding the equipment to be accurate and user-friendly after using the equipment. As with most specialized equipment, a particular product can only be purchased from one regional vendor and there is no financial advantage to utilizing a competitive bidding process.

FISCAL EFFECT:

A budget adjustment in the amount of \$27,503.15 will be needed to fund the equipment purchase. There are adequate reserves to cover the budget adjustment in the water fund.

RECOMMENDATION:

Waive the competitive bidding requirement and approve the purchase of a LeakFinder-ST and Fisher FP-ID 2100 Ferro-Magnetic Locator from Batco, Inc. of Parma, Michigan for \$27,503.15.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Leak Detection Quote

**Batco, Inc.**

P.O. Box 278
2420 Diagon Dr
Parma, Mi 49269
517 531-4455 Phone

Quote

Date	Quote #
11/5/2024	E2483

Batco@batcoinc.com

www.batcoinc.com

Name / Address
Marquette, City of Bruce Gauthier 1100 Wright St, Marquette, Mi 49855

Ship To
Marquette, City of Bruce Gauthier 1100 Wright St, Marquette, MI 49855

Terms	Rep	FOB
Net 30	ALB	Parma, Mi.

Item	Description	Qty	Price	Total
Leak Fineder ST k...	LeakFinder-ST Includes: Base Unit, 2 out stations (B/W) 2 General Accelerometers, 2 Low Freq. Accelerometers, Connections Cables and Software w Hex Key, LeakTuner, on-site traning	1	26,670.00	26,670.00
Add-Ons	Add-On Options (Not Included in Total Price)		0.00	0.00
Hydrophone Sens...	hydrophone Sensors for LeakFinder ST	0	5,770.00	0.00

Subtotal \$26,670.00**Sales Tax (6.0%)** \$0.00**Total** \$26,670.00

P.O. No.

Signature _____

We Provide Free Training (within 350 Miles of Jackson, Mi)
For All Of Our When Delivered
Also Support And Consults (Toll Free)
Quote Good For 30 Days

TOTAL 27,503.15

**Batco, Inc.**

P.O. Box 278
2420 Diagon Dr
Parma, Mi 49269
517 531-4455 Phone

Quote

Date	Quote #
11/5/2024	E2484

Batco@batcoinc.com

www.batcoinc.com

Name / Address
Marquette, City of Bruce Gauthier 1100 Wright St, Marquette, Mi 49855

Ship To
Marquette, City of Bruce Gauthier 1100 Wright St, Marquette, MI 49855

Terms	Rep	FOB
Net 30	ALB	Parma, Mi.

Item	Description	Qty	Price	Total
FPID-2100	Fisher FP-ID 2100 Ferro-Magnetic Locator	1	833.15	833.15

			Subtotal	\$833.15
			Sales Tax (6.0%)	\$0.00
			Total	\$833.15

P.O. No.	
----------	--

Signature _____

We Provide Free Training (within 350 Miles of Jackson, Mi)
For All Of Our When Delivered
Also Support And Consults (Toll Free)
Quote Good For 30 Days