# City of Marquette, MI

## Meeting Agenda
## City Commission

**Monday, February 28, 2022**
**6:00 PM**
**Commission Chambers**

300 West Baraga Ave
Marquette, Michigan 49855

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**Call to Order, Pledge of Allegiance and Roll Call**

**Approval of the Agenda**

**Announcements**

**Boards and Committees**

**1.** Appointment

Nathan Frischkorn, Planning Commission, for an unexpired term ending 02-15-25

**2.** Reappointments

Kristina Behrens, Marquette Public Art Commission, for a term expiring 02-26-25
Mark Schneider, Board of Review, for a term expiring 02-01-25

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

**3. Consent Agenda**

- **3.a.** Approve the minutes of the February 14, 2022 regular Commission meeting
- **3.b.** Approve the minutes of the February 14, 2022 special Commission meeting
- **3.c.** Approve the total bills payable in the amount of $770,802.99
- **3.d.** Computer Replacement Lease Agreement
- **3.e.** KBIC Funding for the U.P. Children's Museum
- **3.f.** Michigan Statewide Authoritative Imagery and LiDAR Program
- **3.g.** Sault Ste. Marie Tribe of Chippewa Indians Funding for the U.P. Children's Museum

**New Business**

**4.** Iron Ore Heritage Recreation Authority Millage - Roll Call Vote

**5.** Memorandum of Understanding- Former Hospital Redevelopment

**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**

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**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:** 2/28/2022

# Consent Agenda
# Approve the minutes of the February 14, 2022 regular Commission meeting

## ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

| | Description |
|---|---|
| 🗋 | 2/14 Minutes |

# City of Marquette, MI

300 West Baraga Ave
Marquette, Michigan 49855

## Meeting Minutes
## City Commission

**Monday, February 14, 2022**
**6:00 PM**
**Commission Chambers**

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### Call to Order, Pledge of Allegiance and Roll Call

Present: Bonsall, Davis, Hanley, Hill, Mayer, Smith, Stonehouse

### Approval of the Agenda

Mayor Pro Tem Cody Mayer moved to Approve the agenda with the addition of Item 3.h., an application for a fireworks permit from the Meijer State Games, seconded by Commissioner Jessica Hanley and Carried Unanimously.

### Announcements

Mayor Smith had no announcements.

### Boards and Committees

**1.** Reappointment

Taylor Klipp, Marquette County Transit Authority, for a term ending 12-31-24

Commissioner Fred Stonehouse moved to Approve the reappointment of Taylor Klipp to the Marquette County Transit Authority, for a term ending 12-31-24, seconded by Commissioner Jenn Hill and Carried Unanimously.

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

Margaret Brumm said she supports the recommendation on the disposition of 1435 Wright and said she hopes the Commission seriously considers the impacts of approving the brownfield plan being proposed tonight.
Ann Donohue pointed out that the property at 1433 Wright Street should be rezoned, in addition to the parcel at 1435. She said she thinks a conservation easement would be the best option for that area.
Terry Doyle said he is available to answer questions on Item 3.c if necessary.
Marc Labeau said he believes the Commission should adopt an easement on the Wright Street parcels, rather than a zoning change. He said the time and difficulty required for the easement is a benefit, as it represents a larger effort required to ever change it, and said an easement would provide a fair amount of latitude for future use.

## Public Hearing(s)

**2.** Ore Dock Brewing Company Brownfield Plan - Roll Call Vote

Ore Dock Brewing Company owners Wes and Andrea Pernsteiner shared an update on the prospective project, and explained the difficulties in developing the parcels in question. They said this project will represent a footprint expansion and will include a tie-in to the Rosewood Walkway.

Sheryl Feldman said she is unclear what the new space will be sued for and said that if it doesn't generate extra money, she doesn't support it.
Jermey Ottaway, DDA chair, said the DDA fully supports this project. He said this has been a blighted building for years and that this is a prime example of what brownfield should be used for.

Commissioner Fred Stonehouse moved to Approve the Ore Dock Beer Garden Brownfield Plan, and authorize the Mayor and City Clerk to sign the resolution, seconded by Commissioner Jenn Hill.

Commissioners discussed project details, as well as funding mechanisms. Mayor Smith pointed out that while the City Commission is required to approve this plan, the tax increment financing district that is established will impact the DDA and not the City.

Commission discussion touched on minor concerns due to the the size and scope of the plan, but also focused on the fact that the applicants for this plan are City residents and local business owners, which is somewhat atypical among City brownfields.

Mayor Pro Tem Mayer said this plan allows the property owners to use a portion of the taxes they pay in order to clean up contamination on the site, that the City will owe nothing, and that the DDA is fine with it.

Mayor Smith said she approves of the plan, which aligns with the goals of all the relevant planning documents. She said the fact that the LDFA, DDA and MBRA all approved this plan was very influential, as she was considering whether to support the project.

Mayor Pro Tem Cody Mayer moved to amend the motion on the floor to adopt the brownfield plan with an amendment to remove the final five years of capture going to the Marquette Brownfield Revolving Fund, seconded by Commissioner Fred Stonehouse. This motion carried 6-1, with Commissioner Jenn Hill voting against it.

The Commission then voted on the main motion: to approve the Ore Dock Beer Garden Brownfield Plan, amended to remove the final five years of collection directed to the Marquette Brownfield Revolving Fund, and to authorize the Mayor and City Clerk to sign the resolution. This motion carried 6-1 on a roll call vote, with Commissioner Jenn Hill voting against it.

Immediately following the vote, Commissioner Hill clarified that she had intended only to vote against the earlier amendment, and not on the main motion to approve the plan.

3. **Consent Agenda - Roll Call Vote**

Commissioner Jessica Hanley moved to Approve the Consent Agenda, as presented, seconded by Commissioner Sally Davis and Carried Unanimously by Roll Call Vote.

**3.a.** Approve the total bills payable in the amount of $1,219,302.00

**3.b.** Access, Utility and Clear Vision Easement - City Owned Property

**3.c.** Contract and Extension Request - Conditional Rezoning of 1651 S. Front Street

**3.d.** Marquette Area Public Schools - Locker Room Lease

**3.e.** Moosewood Nature Center - Lease Agreement

**3.f.** Resolutions for the Dedication of Baraga Avenue and Hospital Drive Right of Ways - Roll Call Vote

**3.g.** Resolution for the Dedication of Main Street Right of Way - Roll Call Vote

**3.h.** Meijer State Games Fireworks Permit

**New Business**

**4.** Disposition of 1435 Wright Street (North McClellan Avenue Property)

Commissioner Jess Hanley moved to Direct the City Manager or her designee to file rezoning application for 1435 Wright Street to change the zoning from Municipal to Conservation/Recreation, seconded by Commissioner Evan Bonsall.

Following discussion, Commissioner Davis moved to amend the motion on the floor to direct the rezoning application be filed for all City-owned properties fronting McClellan Avenue and located between Fair Avenue and Wright Street. This motion was seconded by Mayor Pro Tem Mayer and carried unanimously.

The Commission then voted on the main motion: to Direct the City Manager or her designee to file rezoning application for all City-owned properties fronting McClellan Avenue and located between Fair Avenue and Wright Street to change the zoning from Municipal to Conservation/Recreation. This motion carried unanimously.

**5.** Downtown Development Area Citizens Council

Commissioner Sally Davis moved to Approve the establishment of a Development Area Citizens Council for the period March 15, 2022 - March 15, 2023, and direct the City Manager to recommend the membership of the committee for approval by the City Commission at the March 14, 2022 meeting, seconded by Commissioner Fred Stonehouse and Carried Unanimously.

**6.** Letter of Support - Marquette County Collaborative for Recovery and Homeless Services

Commissioner Evan Bonsall moved to Authorize the Mayor to sign the letter of support for the Marquette County Collaborative for Recovery and Homeless Services proposal, seconded by Mayor Pro Tem Cody Mayer and Carried Unanimously.

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

Nick Emmendorfer thanked the Commission for the letter supporting the Marquette County Collaborative for Recovery and Homeless Services.
Tony Boyle thanked the Commission for the letter and talked about Room at the Inn residents and about the need to address homelessness issues locally.

**Comments from the Commission**

**Commissioner Stonehouse** said the Commission got a lot done tonight and said the hospital project described in the special meeting earlier tonight could be a keystone in the future of the City. He thanked NMU for its involvement and said this could be the project of the century for the City.
**Commissioner Bonsall** said it's exciting that tonight's meeting represented progress on the fronts of conservation, economic development and housing, among other areas. He said it's important to remember that we are able to move toward several large goals at the same time.
**Commissioner Davis** said she was looking forward to the UP200 dogsled race, as well as the upcoming Meijer State Games of Michigan.
**Mayor Pro Tem Mayer** said that when he was running for office, his top priorities included the three topics mentioned by Commissioner Bonsall and he is pleased to see the City making progress on all fronts. He also stated that he and his wife just closed on a home in the City.
**Commissioner Hill** said she is looking forward to the UP200 and asked everyone to be as safe as possible. She said she is looking forward to moving into some long-term planning discussions about the future of Marquette. She also offered a congratulations to Olympic Gold Medalist Nick Baumgartner.
**Mayor Smith** said the Commission has had a great night of work and she agrees with Commissioner Stonehouse that the hospital redevelopment could be a centennial project for Marquette.

## Comments from the City Manager

**City Manager Karen Kovacs** congratulated Baumgartner, who she met last year during his training in the area. She thanked the Commission and wished everyone a Happy Valentine's Day.

## Adjournment

Mayor Smith adjourned the meeting at 7:39 p.m.

| | |
|---|---|
| **Jennifer A. Smith, Mayor** | **Kyle Whitney, City Clerk** |

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# City of Marquette, MI

300 West Baraga Ave
Marquette, Michigan 49855

## Meeting Minutes
## City Commission

## SPECIAL MEETING MINUTES

**Monday, February 14, 2022**

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### Special Meeting

### Call to Order, Pledge of Allegiance and Roll Call

Present: Ayes: Bonsall, Davis, Hanley, Hill, Mayer, Smith, Stonehouse

### Approval of the Agenda

Commissioner Fred Stonehouse moved to Approve the agenda, as presented, seconded by Commissioner Sally Davis and Carried Unanimously.

### Announcements

Mayor Smith had no announcements.

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

Margaret Brumm suggested that any development on the hospital site include some sort of recognition to honor the former St. Luke's School of Nursing.

### 1. Consent Agenda

Commissioner Evan Bonsall moved to Approve the Consent Agenda, seconded by Mayor Pro Tem Cody Mayer and Carried Unanimously.

**1.a.** Approve the minutes of the January 31, 2022 regular Commission meeting

**1.b.** Approve the minutes of the January 31, 2022 Commission work session

**Presentation(s)**

**2.** Northern Michigan University Foundation - Update regarding due diligence findings and opportunities for redevelopment at the former UP Health System - Marquette Hospital Site

Brad Canale, the CEO of the Northern Michigan University Foundation; and Dave Nyberg, the Foundation's Executive Director of Business Engagement and Economic Development, provided an overview of the proposed scope of work on the existing hospital site.

They said the plan includes $166 million investment over several years and should be a diverse project serving the interests of the community. One main goal would be to present smooth transitions between this site, the university campus and other surrounding neighborhoods.

The critical barrier to any project is the demolition of existing structures, which has been estimate to cost $15 million. The Foundation representatives said they are hoping to start a conversation about how to partner with the state and the City to make the project happen.

Assistant City Manager Sean Hobbins talks through a quick estimate of TIF payback on this project, as well as a detail of eligible activities.

Mayor Smith said the future of the former hospital property is one of the most critical decisions that the CC has faced since she's been a member and that it is imperative that site doesn't become a blighted property. It is critical for the City, the residents and the university.

Discussion ensued about funding mechanisms, possible future uses of the property and how to best ensure the interests of both sides are protected. NMU Foundation representatives said some of the points, including definitions of possible housing cost, will be best answered once a developer is on-board. This should follow a Foundation-led RFQ process which will begin in the coming weeks.

Commissioners spoke of the importance of integrating affordable housing and senior housing components into the project, discussed possible short-term revenue implications of moving ahead, thanked NMU and the Foundation for the leadership and said this has the chance to be a transformational project for the City.

Staff said the next steps would be to work toward some form of memorandum of understanding with the Foundation.

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

Jane Harris said this project needs to be high-quality and sustainable, and discussed the definitions of affordability.
Tony Boyle shared concerns related to housing affordability and about finding an equilibrium between citizens and companies.
Priscilla Drury asked questions about the plans for retail in the project area and said 23 acres won't go very far.

**Comments from the Commission**

**Commissioner Hill** thanked those involved and asked that the project data be made available by the NMU Foundation. she talked about the importance of providing clean and healthy energy sources and she said she hopes to hear from the community throughout this process.
**Commissioner Bonsall** said he agrees with others that the Commission should have commitments related to affordable housing prior to moving forward.
**Mayor Pro Tem Mayer** echoed those sentiments.

**Comments from the City Manager**

**City Manager Karen Kovacs** said there will be opportunities to address the priorities mentioned tonight, and she believes all parties can find a way to make this work. She said this was a truly unique and exciting opportunity that could provide very real benefit for the community.

**Adjournment**

Mayor Smith adjourned the meeting at 5:54 p.m.

| | |
|---|---|
| **Jennifer A. Smith, Mayor** | **Kyle Whitney, City Clerk** |

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# City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

**Agenda Date:** 2/28/2022

## Consent Agenda
## Computer Replacement Lease Agreement

## BACKGROUND:

Several years ago, the Information Technology Department switched the City's technology to all leased equipment to allow for more adequate life cycle replacement and cost effectiveness. The City's preferred vendor for the equipment procurement is SHI International with third party leasing company CCA Financial. The lease for the City's desktop and laptop computers is expiring in August 2022. Due to current lead times, vendors recommend early placement of orders.

The standard user PC will be upgraded with a newer processor to handle increased software demands from both the new Windows 11 operating system and department-specific third party software. The Engineering Department staff has workstations with higher processing power to keep up with increased demands from GIS software. Staff has been able to find replacement workstations with upgraded/new generation processors and twice the amount of memory at a lower cost than the currently leased workstations. Laptops will be replaced similarly with newer hardware. For desktop computer users, the current monitors will continue to be leased at a lower cost, saving the City close to $30,000 over the 4-year term of the loan.

## FISCAL EFFECT:

The total cost of the 48-month lease is $150,720. The $3,140 monthly lease cost is included in the budget.

## RECOMMENDATION:

Approve the order through SHI International and authorize the City Manager or her designee to sign a lease agreement with CCA Financial for 48 months to replace desktop and laptop computers at a cost not-to-exceed $150,720.

## ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- CCA Financial Lease Proposal
- SHI HP Laptop Eng Workstations
- Dell 5090 PC

- Dell 5090 PC specifications

Date: 2/15/22

To: Todd Carruth

From: Nick Hogan

Subject: Lease Proposal – PC Refresh

Thank you for allowing CCA the opportunity to offer our leasing services to your company. CCA is committed to providing superior customer service and flexible lease options designed to meet your requirements. Based on the information that CCA has been provided for your transaction, we are proposing the following:

| | | | |
|---|---|---|---|
| **Lessee:** | **City of Marquette, MI** | | |
| **Lessor:** | **CCA Financial, LLC** | | |
| **Equipment Descriptions:** | **112 Dell 5090 Optiplex Micro PCs** | **$758 ea** | **$84,896.00** |
| | **20 HP ProBook Laptops** | **$1,247 ea** | **$24,940.00** |
| | **8 HP Z4 Workstations** | **$2,741 ea** | **$21,928.00** |
| | **126 Monitors from 6707-06-001** | | **$3,850** |
| **Equipment Cost:** | **$135,614** | | |
| **Lease Term & Rate:** | **48 months @ $3,140/mo**<br>**Implicit Annual Interest Rate – 5.5%** | | |
| **Installation Period:** | Installation and Acceptance is scheduled for August 31st, 2022. Prior to Acceptance, CCA shall have the right to withdraw this proposal at its sole and absolute discretion based on material adverse change in the financial position of Lessee. | | |
| **Rent Commencement:** | Rent will begin upon the acceptance date and the lease term will start on the first day of the month following the acceptance date (the “Commencement Date”). The rent during this period is calculated as one-thirtieth of the monthly rental. | | |
| **End of Lease Options:** | Options include returning the equipment, purchasing the equipment, or extending the lease. All buyout and extension pricing is based on fair market value. | | |
| **Equipment Upgrades:** | CCA will permit mid-term equipment upgrades and rework lease terms to facilitate Lessee’s requirements under terms and conditions acceptable to both parties. | | |
| **Customer Responsibilities:** | Lessee is responsible for all associated expenses such as transportation in/out, installation, deinstallation, insurance and all applicable taxes including personal property taxes and sales taxes. | | |
| **Documentation:** | CCA standard documentation will be used and all terms of the Master Lease Agreement shall apply. | | |
| **Proposal Expiration:** | This proposal expires at 5:00pm on 3/15/22. | | |
| **Note:** | CCA Financial does not charge documentation fees. | | |
| **Agreed to and Accepted by:** | Signature below constitutes your agreement to proceed with this proposal as stated. | | |

_______________________________ **Date:** ____________________

Authorized Representative of City of Marquette, MI

Pricing Proposal
Quotation #: 21595911
Created On: 2/10/2022
Valid Until: 2/28/2022

## City of Marquette

## Inside Account Executive

**Todd Carruth**
MI
United States
Phone:
Fax:
Email: tcarruth@marquettemi.gov

**Steve Squires**
290 Davidson Ave.
Somerset, NJ 08873
Phone: 888-764-888
Fax: 732-564-8553
Email: Steve_Squires@SHI.com

All Prices are in US Dollar (USD)

| | Product | Qty | Your Price | Total |
|---|---|---|---|---|
| 1 | HP ProBook 650 G8 - Core i5 1145G7 / 2.6 GHz - Win 10 Pro 64-bit - 16 GB RAM - 256 GB SSD NVMe - 15.6" IPS 1920 x 1080 (Full HD) @ 60 Hz - Iris Xe Graphics - Wi-Fi 6, Bluetooth - kbd: US<br>HP, Inc. - Part#: 3X9U9UT#ABA<br>**Note:** 20+ Weeks | 20 | $1,247.00 | $24,940.00 |
| 2 | HP ProDesk 600 G6 - Mini desktop - Core i5 10500T / 2.3 GHz - RAM 8 GB - SSD 256 GB - NVMe, TLC - UHD Graphics 630 - GigE - WLAN: 802.11a/b/g/n/ac/ax, Bluetooth 5.1 - Win 10 Pro 64-bit - monitor: none - keyboard: US - Smart Buy<br>HP, Inc. - Part#: 219T8UT#ABA<br>**Note:** 20+ Weeks | 112 | $768.00 | $86,016.00 |
| 3 | CTO Z4 G4 WKS SVCS<br>HP, Inc. - Part#: 1JP11AV<br>**Note:** 20+ Weeks | 8 | $235.00 | $1,880.00 |
| 4 | CTO ENERGY STAR CERTIFIED LABELLABL<br>HP, Inc. - Part#: 1JP74AV<br>**Note:** 20+ Weeks | 8 | $1.00 | $8.00 |
| 5 | CTO Z4 G4 90 1000W CHASSIS FOR DESK CORE-X<br>HP, Inc. - Part#: 3EL61AV<br>**Note:** 20+ Weeks | 8 | $265.00 | $2,120.00 |
| 6 | CTO WIN 10 PRO 64 HIE U.S. LICS ENGLISH LOCALIZATION<br>HP, Inc. - Part#: 5KK13AV#ABA<br>**Note:** 20+ Weeks | 8 | $118.00 | $944.00 |
| 7 | CTO OPERATING SYSTEM LOAD TO LICS PCIE<br>HP, Inc. - Part#: 1JP93AV<br>**Note:** 20+ Weeks | 8 | $1.00 | $8.00 |
| 8 | CTO INTEL CORE I9-10920X 3.5GHZCHIP 12C 165W<br>HP, Inc. - Part#: 8EC17AV<br>**Note:** 20+ Weeks | 8 | $753.00 | $6,024.00 |

| | | | | |
|---|---|---|---|---|
| 9 | CTO 64GB 2X32GB DDR4 2933 NECC MEM WW<br>HP, Inc. - Part#: 8EC51AV<br>**Note:** 20+ Weeks | 8 | $539.00 | $4,312.00 |
| 10 | CTO NVIDIA T1000 4GB 4MDP GFX<br>HP, Inc. - Part#: 2S8S8AV | 8 | $213.00 | $1,704.00 |
| 11 | CTO NO ADAPTERS NEEDED SVCS<br>HP, Inc. - Part#: 2XE92AV<br>**Note:** 20+ Weeks | 8 | $1.00 | $8.00 |
| 12 | CTO Z TURBO DRIVE QUAD PRO INT 512GB TLC SSD<br>HP, Inc. - Part#: 4ZY80AV<br>**Note:** 20+ Weeks | 8 | $311.00 | $2,488.00 |
| 13 | CTO USB PREMIUM KEYBOARD US ACCS ENGLISH LOCALIZATION<br>HP, Inc. - Part#: 1JQ88AV#ABA<br>**Note:** 20+ Weeks | 8 | $37.00 | $296.00 |
| 14 | CTO OPTICAL USB MOUSE ACCS<br>HP, Inc. - Part#: 1JQ63AV<br>**Note:** 20+ Weeks | 8 | $3.00 | $24.00 |
| 15 | CTO NO INCLUDED ODD SVCS<br>HP, Inc. - Part#: 1JQ97AV<br>**Note:** 20+ Weeks | 8 | $1.00 | $8.00 |
| 16 | CTO BASE FIO 4XUSB3 TYPEA SVCS<br>HP, Inc. - Part#: 1JP10AV<br>**Note:** 20+ Weeks | 8 | $13.00 | $104.00 |
| 17 | CTO DUAL 6-PLUS-2PIN GRAPHICS CABL POWER CABLE<br>HP, Inc. - Part#: 3EL50AV<br>**Note:** 20+ Weeks | 8 | $6.00 | $48.00 |
| 18 | CTO Z4 G4 FAN & FRONT CARD SVCS GUIDE KIT<br>HP, Inc. - Part#: 1MY89AV<br>**Note:** 20+ Weeks | 8 | $6.00 | $48.00 |
| 19 | CTO Z4 G4 MEMORY COOLING SVCS SOLUTION<br>HP, Inc. - Part#: 1MY90AV<br>**Note:** 20+ Weeks | 8 | $15.00 | $120.00 |
| 20 | CTO REMOTE GRAPHICS SW FOR Z LIC<br>HP, Inc. - Part#: 1JQ27AV<br>**Note:** 20+ Weeks | 8 | $1.00 | $8.00 |
| 21 | CTO 3/3/3 WARRANTY US ENGLISH SVCS LOCALIZATION<br>HP, Inc. - Part#: 1JR07AV#ABA<br>**Note:** 20+ Weeks | 8 | $51.00 | $408.00 |
| 22 | CTO Z4 G4 1000W CKIT SVCS<br>HP, Inc. - Part#: 3JP05AV#ABA<br>**Note:** 20+ Weeks | 8 | $2.00 | $16.00 |
| 23 | CTO SINGLE UNIT TWR PACKAGING SVCS<br>HP, Inc. - Part#: 1JR04AV<br>**Note:** 20+ Weeks | 8 | $11.00 | $88.00 |

| | | | | |
|---|---|---|---|---|
| 24 | CTO Z4 HIPWR CPU COOLING CFAN SOLUTION<br>HP, Inc. - Part#: 3EN29AV<br>**Note:** 20+ Weeks | 8 | $18.00 | $144.00 |
| | | | Total | $131,764.00 |

**Additional Comments**

Please Note: HP, Inc. has a zero returns policy on custom build PCs. Ink and toner are also considered non-returnable

Please note, if Emergency Connectivity Funds (ECF) will be used to pay for all or part of this quote, please let us know as we will need to ensure compliance with the funding program.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date set above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order.

Removed NVIDIA QUADRO P1000 4GB CTLR 4MDP GRAPHICS 1JP18AV(discontinued) and added : 2S8S8AV - NVIDIA T1000 4 GB LP Blower Fan 4mDP PCIe x16 Graphics

SHI International Corp. is 100% Minority Owned, Woman Owned Business.
TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

*The Products offered under this proposal are resold in accordance with the SHI Online Customer Resale Terms and Conditions, unless a separate resale agreement exists between SHI and the Customer.*

Pricing Proposal
Quotation #: 21601732
Created On: 2/11/2022
Valid Until: 2/28/2022

## City of Marquette

## Inside Account Executive

**Todd Carruth**
MI
United States
Phone:
Fax:
Email: tcarruth@marquettemi.gov

**Steve Squires**
290 Davidson Ave.
Somerset, NJ 08873
Phone: 888-764-888
Fax: 732-564-8553
Email: Steve_Squires@SHI.com

All Prices are in US Dollar (USD)

| | Product | Qty | Your Price | Total |
|---|---|---|---|---|
| 1 | OptiPlex 5090 Micro<br>Dell - Part#: 3000111671616.1 | 112 | $758.00 | $84,896.00 |
| | | | Total | $84,896.00 |

### Additional Comments

Please note, if Emergency Connectivity Funds (ECF) will be used to pay for all or part of this quote, please let us know as we will need to ensure compliance with the funding program.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date set above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order.

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TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

*The Products offered under this proposal are resold in accordance with the SHI Online Customer Resale Terms and Conditions, unless a separate resale agreement exists between SHI and the Customer.*

| Description | SKU | Unit Price | Quantity |
|---|---|---|---|
| OptiPlex 5090 Micro BTX | 210-AYRV | - | 1 |
| Intel Core i5-11500T (6 Cores/12MB/12T/1.5GHz to 3.9GHz/35W); supports Windows 10/Linux | 338-BZMF | - | 1 |
| Windows 10 Pro English, French, Spanish | 619-AHKN | - | 1 |
| No Microsoft Office License Included – 30 day Trial Offer Only | 658-BCSB | - | 1 |
| VMware Carbon Black Cloud Endpoint Standard NGAV, B-EDR, w/Dell ProSupport for Software 1 Year | 528-CHEC | - | 1 |
| 16GB (1x16GB) DDR4 non ECC memory | 370-AFWB | - | 1 |
| M.2 2230 256GB PCIe NVMe Class 35 Solid State Drive | 400-BEUW | - | 1 |
| Thermal Pad | 412-AALV | - | 1 |
| M2X3.5 Screw for SSD/DDPE | 773-BBBC | - | 1 |
| No Additional Hard Drive | 401-AANH | - | 1 |
| OptiPlex 5090 Micro with 90W up to 87% efficient adaptor | 329-BFHR | - | 1 |
| 90 Watt A/C Adapter | 450-AKIG | - | 1 |
| US Power Cord | 450-AAZN | - | 1 |
| Internal Wireless Antennas | 555-BFPV | - | 1 |
| Intel Wi-Fi 6 AX201, Dual-band 2x2 802.11ax with MU-MIMO + Bluetooth 5.1 | 555-BGNB | - | 1 |
| Intel Wi-Fi 6 AX201 2x2 (Gig+) + Bluetooth 5.2 | 555-BGPR | - | 1 |
| No Stand Option | 575-BBBI | - | 1 |
| No Additional Cable Requested | 379-BBCY | - | 1 |
| No PCIe add-in card | 492-BBFF | - | 1 |
| Dell KB216 Wired Keyboard English | 580-ADJC | - | 1 |
| Dell Optical Mouse - MS116 (Black) | 570-ABIE | - | 1 |
| No Cable Cover | 325-BCZQ | - | 1 |
| Not selected in this configuration | 817-BBBC | - | 1 |
| SupportAssist | 525-BBCL | - | 1 |
| Dell(TM) Digital Delivery Cirrus Client | 640-BBLW | - | 1 |
| Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps) | 658-BBMR | - | 1 |
| Waves Maxx Audio | 658-BBRB | - | 1 |
| Dell SupportAssist OS Recovery Tool | 658-BEOK | - | 1 |
| Dell Optimizer | 658-BEQP | - | 1 |
| Windows PKID Label | 658-BFDQ | - | 1 |
| OS-Windows Media Not Included | 620-AALW | - | 1 |

| | | | |
|---|---|---|---|
| ENERGY STAR Qualified | 387-BBLW | - | 1 |
| SERI Guide (ENG/FR/Multi) | 340-AGIK | - | 1 |
| Dell Watchdog Timer | 379-BEKK | - | 1 |



| | | | |
|---|---|---|---|
| Quick Setup Guide 5090 MFF | 340-CVFS | - | 1 |
| US Order | 332-1286 | - | 1 |
| Print on Demand Label | 389-BDQH | - | 1 |
| Trusted Platform Module (Discrete TPM Enabled) | 329-BBJL | - | 1 |
| Ship Material for OptiPlex Micro Form Factor | 340-CQYN | - | 1 |
| Multi-Pack Ship, 4 Systems, Tower | 389-BBUU | - | 1 |
| Regulatory Label for OptiPlex 5090 MFF 90W | 389-DZDH | - | 1 |
| 11/12th Gen Intel Core i5 non-vPro label | 340-CUEW | - | 1 |
| Desktop BTS/BTP Shipment | 800-BBIP | - | 1 |
| No Anti-Virus Software | 650-AAAM | - | 1 |
| Fixed Hardware Configuration | 998-ETRY | - | 1 |
| Speaker for OptiPlex MFF | 520-AARC | - | 1 |
| Intel Standard Manageability | 631-ACYB | - | 1 |
| No Option Included | 340-ACQQ | - | 1 |
| No AutoPilot | 340-CKSZ | - | 1 |
| EPEAT 2018 Registered (Silver) | 379-BDTO | - | 1 |
| Dell Limited Hardware Warranty Plus Service | 804-9043 | - | 1 |
| Onsite/In-Home Service After Remote Diagnosis 3 Years | 804-9044 | - | 1 |

**Agenda Date:** 2/28/2022

## Consent Agenda
## KBIC Funding for the U.P. Children's Museum

## BACKGROUND:

Recently the U.P. Children's Museum asked the City to serve as the fiscal pass-through agent for funding from the Keweenaw Bay Indian Community. They plan to ask the Tribe for $10,000 for Museum programs. In consideration of the City agreeing to act as a pass-through, the Museum agrees to dedicate any funds from the KBIC to the purposes set forth in the attached agreement prepared by the City Attorney.

Proceeds from the Tribe's 2% gaming revenue would be used to fund the request; gaming regulations require that a local municipality serve as the fiscal agent for such awards. This payment is not allocated to the City of Marquette government, but is a contribution to the U.P. Children's Museum.

## FISCAL EFFECT:

No direct cost to the City.

## RECOMMENDATION:

Approve the request to act as the fiscal intermediary for KBIC funding of $10,000 for U.P. Children's Museum programs, and authorize the City Manager to sign the attached Agreement.

## ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description
- U.P. Children's Museum Letter of Request
- U.P. Children's Museum Agreement

# The U. P. Children's Museum

*123 West Baraga Avenue, Marquette, Michigan 49855 906-226-3911 fax 906-226-7065 www.upchildrensmuseum.org*
Recipient of Michigan's Governor's Award for Arts and Culture and The REINVENTING Michigan Award

February 2022

Mayor Smith
c/o Manager Karen Kovacs
Marquette City Hall
300 W. Baraga Avenue
Marquette, Michigan 49855

Dear Mayor Smith,

The Upper Peninsula Children's Museum would like to submit a request to the Keweenaw Bay Indian Community for its 2% disbursement through the city of Marquette and seeks the Commission's approval of such action.

The Upper Peninsula Children's Museum will be requesting $10,000 to go towards programming / exhibits supplies/staffing. A full proposal outlining the Museum and its request will be submitted to the City to pass on to the Sault Tribe or can be passed on to the Tribe directly if desired. If you would like the Museum's most recent financials or 990s I am happy to pass them along.

If you need more information, I would be very happy to supply it. Thank you so much for your kind assistance.

Sincerely,

Nheena Weyer Ittner
Director

It's all about love!

Engaging Youth and Families to discover through interactive exhibits and learning opportunities. Our family of programming: Hands-on Museum, Guardians of WOW, 8-18 Media, Together Time Programming, Lizardry, Kid Bizness, and Design-O-Saurus participatory design programs. The Museum also offers special programming such as Wow Animation and the Elementary Ball.
Baraga Place is the Museum's shared office and retail facility filled with super cool tenants!
*The Upper Peninsula Children's Museum is partially supported by the Michigan Council for Arts and Cultural Affairs in partnership with the National Endowment for the Arts*

# AGREEMENT

This Agreement is entered into this _______ day of _______________, 2022, between the CITY OF MARQUETTE, a municipal body corporate, with offices located at 300 W. Baraga Avenue, Marquette, MI 49855 (hereinafter referred to as the "City"), and the UPPER PENINSULA CHILDREN'S MUSEUM, INC., a Michigan nonprofit corporation, located at 123 W. Baraga Avenue, Marquette, MI 49855 (hereinafter referred to as "Museum").

**WHEREAS,** the Museum provides programming for civic, artistic, and cultural activities within the City for the general public; and

**WHEREAS,** the City by virtue of MCL 117.4k of the Home Rule Cities Act is authorized to:

> "...provide for the appropriation and allocation of public funds to a public or private nonprofit institution engaged within the city in the provision of civic, artistic, and cultural activities, including but not limited to music, theater, dance, visual arts, literature and letters, architecture, architectural landscaping, and allied arts and crafts, to the general public."; and,

**WHEREAS,** the Marquette City Commission, having determined that the activities of the Museum are a valid purpose under the Home Rules Cities Act and is willing to enter into this Agreement with the Museum for the support of its programs, upon certain terms and conditions.

**NOW, THEREFORE,** the parties agree:

1. That for and in consideration of the payment by the City to the Museum of the sum of $10,000 from the Keweenaw Bay Indian Community, the Museum will accept said money from the City and dedicate it solely to the use of Museum programs within the City benefiting the general public.

2. That the parties further understand and agree that the payment of the sum of $10,000 by the City to the Museum as above-described is contingent upon the prior receipt by the City of the amount from the Keweenaw Bay Indian Community, and that if said payment is not received by the City, the City shall have no obligation to make the payment herein described to the Museum.

The signatories hereto certify that they are authorized to execute this document on behalf of the respective parties.

Dated: ___________________, 2022

______________________________
By: Karen M. Kovacs
Marquette City Manager

Dated: 2/10, 2022

______________________________
By: Nheena Weyer Ittner, Director
Upper Peninsula Children's Museum, Inc.

**City of Marquette, MI**
300 West Baraga Avenue
Marquette, MI 49855


**Agenda Date:** 2/28/2022

# Consent Agenda
# Michigan Statewide Authoritative Imagery and LiDAR Program

## BACKGROUND:

The Michigan Statewide Authoritative Imagery and LiDAR Program (MiSAIL) helps local government agencies obtain aerial photos and related products at lower costs by facilitating region-wide contracts with firms that have been vetted and competitively selected. The City of Marquette Geographic Information System (GIS) mapping software uses aerial imagery of the City as a backdrop. This aerial imagery is extensively used as a resource for land use, zoning, utilities, permitting, shoreline and river erosion monitoring, tree locations, pavement markings and many other uses City departments may have. The City's most recent aerial images were taken in 2012 and should be updated. The City also uses LiDAR elevation data to compliment field surveys and to assist with modeling storm water runoff. The City's most recent LiDAR data was obtained in 2012 and is of low quality. Staff is recommending using the MiSAIL program to obtain updated aerial photos and high accuracy LiDAR topographic information.

## FISCAL EFFECT:

Sufficient funds for this project as recommended are available and included in the approved FY 2022 budget.

## RECOMMENDATION:

Approve the City of Marquette's participation in the Michigan Statewide Authoritative Imagery and LiDAR Program for the purposes of purchasing current LiDAR data and aerial imagery in the amount of $40,772.97, and authorize the Mayor and Clerk to sign the Agreement.

## ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- MiSAIL Agreement 2022

# Michigan Statewide Authoritative Imagery and Lidar Program (MiSAIL)
# State of Michigan and Partner Agreement

Agreement to establish the cost, ownership, licensing, and restrictions on the purchase and use of digital orthoimagery data and lidar data (referred in this document as "Data") collected by the State of Michigan ("State") for City of Marquette ("Partner") as part of the State's collection efforts during 2022, per the specifications defined in the State's Contract No. 210000000218 ("Contract"). Partners may include, but are not limited to, State, Local and Federal Government entities. Data to be created and delivered to Partner is defined in the attached Exhibit A - Product Schedule.

This agreement is entered into between Partner and State signed as of the effective date identified below.

## 1. LICENSE AND RESTRICTIONS

The State hereby assigns ownership, including all right, title and interest, subject to the license and restrictions set forth below, of the Data to Partner upon the State's receipt of full payment for the services requested by Partner, as set forth in Section 2. Notwithstanding this assignment, the State retains for itself, and Partner otherwise grants to the State in consideration of the State's assignment, a fully-paid-up, royalty free, non-exclusive, unlimited, irrevocable license to use the Data throughout the World consistent with the purposes, rights and restrictions of the Contract and other applicable laws.

## 2. AGREEMENT TO PAY THE STATE

Partner agrees to the following:

(i) Area of Interest ("AOI") for which Data is to be acquired is defined by ***City_of_Marquette_Ortho_Lidar_Area.shp***

(ii) Provide Environmental Conditions Contact and Product Schedule Contact

(iii) Define acquisition options per Exhibit A – Product Schedule at a total cost of: **$40,772.97**.

(iv) Payment Schedule

- a. Partner must remit to the state a non-refundable payment in the amount of 25% of the total product schedule cost, due upon the state's receipt of notice from contractor that imagery acquisition is complete.
- b. The balance of the product schedule cost is due 30 days after partner's receipt of final deliverables.

**3. INVOICE CONTACT**

Provide the contact information for the person to receive the invoice from the State of Michigan.

| Invoice contact | Mailing address | Email | Phone |
|---|---|---|---|
| Mikael Kilpela | 1100 Wright Street Marquette MI, 49855 | mkilpela@marquettemi.gov | 906-225-8995 |

**4. ENVIRONMENTAL CONDITIONS CONTACT**

Data acquisition requires specific environmental conditions as detailed in the product specifications documents. The most common parameters are listed in the attached Exhibit B - MiSAIL Acquisition Environmental Criteria.

Environmental Contact designated per signature on this agreement has the authority to communicate to Atlantic Group and State that environmental conditions are acceptable for acquisition.

| Environmental Conditions contact | Email | Phone |
|---|---|---|
| Mikael Kilpela | mkilpela@marquettemi.gov | 906-225-8995 |

**5. PRODUCT SCHEDULE CONTACT**

The MiSAIL program includes standard and optional product deliverables as detailed in the product specifications documents.

Product Schedule Contact designated per signature is the authority to complete attached Exhibit A – MiSAIL Product Schedule, and be the point of contact for State and Atlantic Group for all inquiries and decisions regarding listed deliverables

| Product Schedule contact | Email | Phone |
|---|---|---|
| Mikael Kilpela | mkilpela@marquettemi.gov | 906-225-8995 |

**6. IMAGE SERVICE CONTACT**

The MiSAIL program includes Partner access to a secure imagery viewing service known as the Michigan Imagery Solution (“MIS”), managed by the State, DTMB, Center for Shared Solutions. Service will be accessible for up to five Partner desktop applications and one Partner web-based application.

Image Service Contact designated per signature is the single point of contact for the State for all technical considerations and inquiries regarding MIS access by partner.

| Image Service contact | Email | Phone |
|---|---|---|
| Matthew Koss | mkoss@marquettemi.gov | 906-225-8991 |

Please complete, sign, and return to:
State - Center for Shared Solutions
Attn: Everett Root
Romney Building – 10th floor
111 S. Capitol Ave.
Lansing, MI 48933
517-335-3741
roote@michigan.gov

| |
|---|
| County and City Name * <br> **County of Marquette, City of Marquette** |
| Signature * |
| Printed Name * <br> Jennifer A. Smith |
| Printed Title * <br> Mayor, City of Marquette |
| Signature Date * |

| |
|---|
| County and City Name * <br> **County of Marquette, City of Marquette** |
| Signature * |
| Printed Name * <br> Kyle Whitney |
| Printed Title * <br> Clerk, City of Marquette |
| Signature Date * |

Approved as to contact:

_____________________________
Karen M. Kovacs, City Manager

Approved as to form:

_____________________________
Suzanne C. Larsen, City Attorney

**EXHIBIT A**
**PRODUCT SCHEDULE**

## Products to be Delivered:

| | | |
|---|---|---|
| Project boundary shapefile | *City_of_Marquette_Ortho_Lidar_Area.shp* | |
| Communities to be acquired | City of Marquette | |
| Square Mileage from boundary shapefile | 22 Square Miles | Tiles to be delivered defined by project boundary shapefile |
| | | |
| **IMAGERY** | | |
| Coordinate System | MI State Plane North, North American Datum 1983(2011), International feet | |
| Resolution | 2-inch orthoimagery and QL1 lidar | |

| AOI 2-in Orthoimagery | NUMBER OF TILES | SQ MILES | COST/SQ MILE | TOTAL COST | COMMENT |
|---|---|---|---|---|---|
| City of Marquette | | | | | |
| 2-inch Buyup | 97 | 22 | $1,553.14 | $34,169.08 | 2" buyup - flown w/in 12" AOI 10-100 sq miles |
| **TOTAL** | | | | **$34,169.08** | |
| | | | | | |
| | | | | | |
| **AOI - QL1 Lidar** | **NUMBER OF TILES** | **SQ MILES** | **COST/SQ MILE** | **TOTAL COST** | **Contiguous Square Miles** |
| City of Marquette | | | | | |
| Classified Point Cloud | 97 | 22 | $266.43 | $5,861.39 | flown w/in 2" AOI <100 sq miles |
| Bare-Earth Surface | 97 | 22 | $2.16 | $47.52 | |
| Hydro-flattened Bare-Earth Surface Incl Breaklines | 97 | 22 | $31.59 | $694.98 | |
| Lidar Intensity Images | 97 | 22 | $0.00 | $0.00 | |
| **TOTAL** | | | | **$6,603.89** | |
| | | | | | |
| | | | **GRAND TOTAL:** | **$40,772.97** | |

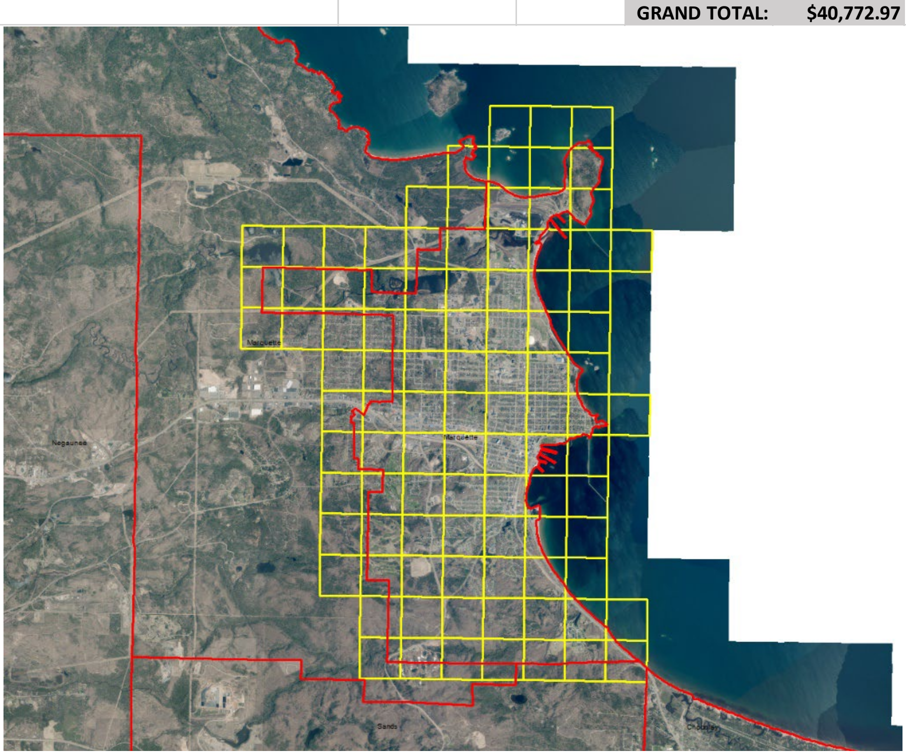

**EXHIBIT B**

## MiSAIL ACQUISITION ENVIRONMENTAL CRITERIA

| Parameter | Criteria | Reportable Conditions |
|---|---|---|
| Sky Conditions | Clear, with no clouds, smoke, dust, smog, haze, or precipitation such as rain or fog. | State/City to report any unusual conditions not likely to be reported or seen in ordinary weather reports, such as large fires, activities likely to produce large amounts of dust. Generally, the responsibility of Atlantic Group. |
| Sun Angle | Greater than 30 degrees. Difference between flight lines of less than 15 degrees. | Full responsibility of Atlantic Group |
| Ground Conditions | Clear of snow | State/City to authorize acquisition in writing (email is acceptable) when conditions are acceptable and if there is any change in that authorization to a point that imagery would not be desired at that point (i.e., snow falls after authorization given). Most areas should be basically clear of snow. Minor snow piles or embankments in non-critical areas, such as bases of trees, may be acceptable. |
| Trees | Deciduous trees free of leaves | State/City to authorize acquisition in writing (email acceptable). Recommendation is for trees to be relatively free of leaves. Very small (i.e. thumbnail-size) leaves may be acceptable. Certain ornamental trees may leaf-on unusually early and typically are not disqualifying. Requirement may otherwise be loosened at State's option per contract in such as open fields, pine forest, and urban areas. Atlantic Group will provide its professional opinion for consideration by the stakeholders. |
| Streams and Rivers | Within natural banks | State/City to report any unusual conditions that have or have the potential to cause flooding. State/City will notify Atlantic Group of significant rain events and any observed flooding. |
| Lakes | Free of ice | State/City to authorize acquisition in writing (email acceptable). Some ice on lakes may be allowed, if other conditions are favorable |
| Roadways | Not wet from recent precipitation | State/City to report any unusual conditions not caused by ordinary, observable weather phenomena. |

**City of Marquette, MI**
300 West Baraga Avenue
Marquette, MI 49855

**Agenda Date:** 2/28/2022

# Consent Agenda
# Sault Ste. Marie Tribe of Chippewa Indians Funding for the U.P. Children's Museum

## BACKGROUND:

Recently staff from the U.P. Children's Museum asked the City to serve as the fiscal pass-through agent for funding from the Sault Ste. Marie Tribe of Chippewa Indians. They plan to ask the Tribe for $5,000 for museum programs. In consideration of the City agreeing to act as a pass-through, the Museum agrees to dedicate any funds from the Sault Ste. Marie Tribe to the purposes set forth in the attached agreement prepared by the City Attorney.

Proceeds from the Tribe's 2% gaming revenue would be used to fund the request; gaming regulations require that a local municipality serve as the fiscal agent for such awards. This payment is not allocated to the City of Marquette government, but is a contribution to the U.P. Children's Museum.

## FISCAL EFFECT:

No direct cost to the City.

## RECOMMENDATION:

Approve the request to act as the fiscal intermediary for Sault Ste. Marie Tribe funding of $5,000 for U.P. Children's Museum programs, and authorize the City Manager to sign the attached Agreement.

## ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- U.P. Children's Museum Letter of Request
- U.P. Children's Museum Agreement

The U. P. Children's Museum

123 West Baraga Avenue, Marquette, Michigan 49855 906-226-3911 fax 906-226-7065 www.upchildrensmuseum.org

Recipient of Michigan's Governor's Award for Arts and Culture and The REINVENTING Michigan Award

February 2022

Mayor Smith
c/o Manager Karen Kovacs
Marquette City Hall
300 W. Baraga Avenue
Marquette, Michigan 49855

Dear Mayor Smith,

The Upper Peninsula Children's Museum would like to submit a request to the Sault Ste Marie Tribe of Chippewa Indians for its 2% disbursement through the city of Marquette and seeks the Commission's approval of such action.

The Upper Peninsula Children's Museum will be requesting $5,000 to go towards programming / exhibits supplies. A full proposal outlining the Museum and its request will be submitted to the City to pass on to the Sault Tribe or can be passed on to the Tribe directly if desired. If you would like the Museum's most recent financials or 990s I am happy to pass them along.

If you need more information, I would be very happy to supply it. Thank you so much for your kind assistance.

Sincerely,

It's all about love!

Nheena Weyer Ittner
Director

Engaging Youth and Families to discover through interactive exhibits and learning opportunities. Our family of programming: Hands-on Museum, Guardians of WOW, 8-18 Media, Together Time Programming, Lizardry, Kid Bizness, and Design-O-Saurus participatory design programs. The Museum also offers special programming such as Wow Animation and the Elementary Ball.
Baraga Place is the Museum's shared office and retail facility filled with super cool tenants!

*The Upper Peninsula Children's Museum is partially supported by the Michigan Council for Arts and Cultural Affairs in partnership with the National Endowment for the Arts*

# AGREEMENT

This Agreement is entered into this _______ day of _______________, 2022, between the CITY OF MARQUETTE, a municipal body corporate, with offices located at 300 W. Baraga Avenue, Marquette, MI 49855 (hereinafter referred to as the "City"), and the UPPER PENINSULA CHILDREN'S MUSEUM, INC., a Michigan nonprofit corporation, located at 123 W. Baraga Avenue, Marquette, MI 49855 (hereinafter referred to as "Museum").

**WHEREAS,** the Museum provides programming for civic, artistic, and cultural activities within the City for the general public; and

**WHEREAS,** the City by virtue of MCL 117.4k of the Home Rule Cities Act is authorized to:

> "...provide for the appropriation and allocation of public funds to a public or private nonprofit institution engaged within the city in the provision of civic, artistic, and cultural activities, including but not limited to music, theater, dance, visual arts, literature and letters, architecture, architectural landscaping, and allied arts and crafts, to the general public."; and,

**WHEREAS,** the Marquette City Commission, having determined that the activities of the Museum are a valid purpose under the Home Rules Cities Act and is willing to enter into this Agreement with the Museum for the support of its programs, upon certain terms and conditions.

**NOW, THEREFORE,** the parties agree:

1. That for and in consideration of the payment by the City to the Museum of the sum of $5,000 from the Sault Ste. Marie Tribe of Chippewa Indians, the Museum will accept said money from the City and dedicate it solely to the use of Museum programs within the City benefiting the general public.

2. That the parties further understand and agree that the payment of the sum of $5,000 by the City to the Museum as above-described is contingent upon the prior receipt by the City of the amount from the Sault Ste. Marie Tribe of Chippewa Indians, and that if said payment is not received by the City, the City shall have no obligation to make the payment herein described to the Museum.

The signatories hereto certify that they are authorized to execute this document on behalf of the respective parties.

Dated: ___________________, 2022

_________________________________
By: Karen M. Kovacs
Marquette City Manager

Dated: 8/10, 2022

_________________________________
By: Nheena Weyer Ittner, Director
Upper Peninsula Children's Museum, Inc.

**City of Marquette, MI**
300 West Baraga Avenue
Marquette, MI 49855

**Agenda Date:** 2/28/2022

## New Business
## Iron Ore Heritage Recreation Authority Millage - Roll Call Vote

### BACKGROUND:
The Iron Ore Heritage Trail is a 47-mile, multi-use, year round trail with nine trailheads that connects communities and people to the region's historic sites and human stories. The trail was designed for walkers, bikers, runners, inline skaters, wanderers, horseback riders, people in wheelchairs, snowmobilers, history buffs, ORVs, cross country skiers, shutterbugs, and explorers. The trail follows mostly abandoned railroad corridors that were used to bring lumber to furnaces and forges and iron ore to the Lake Superior Harbor.

The Iron Ore Heritage Recreation Authority is seeking a renewal of their millage (0.1970 mills) for six years and will be submitting ballot language to the County Clerk for the August 2022 election. The millage is estimated to raise $123,000 per year in the City of Marquette and a total of $320,000 across all of the member municipalities including the City of Ishpeming, the City of Negaunee, Marquette Township, Chocolay Township, and Tilden Township. The Authority has asked the Marquette City Commission to pass a resolution of support for the millage effort.

### FISCAL EFFECT:
None by this action.

### RECOMMENDATION:
Adopt the resolution supporting the City of Marquette's participation in the Iron Ore Heritage Recreation Authority and their upcoming ballot initiative, and authorize the Mayor to sign the resolution.

### ALTERNATIVES:
As determined by the Commission.

ATTACHMENTS:

Description
- Letter
- Proposed Ballot Language
- Resolution

IRON ORE
HERITAGE TRAIL

**102 W. Washington Street #232**
**Marquette MI 49855**
**906-235-2923**
**ironoreheritage@gmail.com**

January 20, 2022

Ms. Karen Kovacs, Manager
City of Marquette
300 W. Baraga
Marquette, MI 49855

Dear Manager Kovacs and City Commissioners:

The Iron Ore Heritage Recreation Authority's Board of Directors approved the attached resolution at our January 19, 2022 Board meeting. This resolution approved ballot language for a renewal of our millage (.1970 mills) to be placed in front of voters in seven member municipalities in August 2022 including yours.

Of course, your city gets to decide whether to remain a member beyond 2022 and whether to put this ballot in front of your voters. I've attached a sample resolution in case you vote in favor.

Our ballot language needs to be submitted to the County Clerk by May 10 for the August 2022 election. Would your commission be able to put the renewal of the millage resolution and ballot language on your agenda before April? We'd be happy to come to your city commission meeting to state our case and ask for your support.

Sincerely,

Carol Fulsher

Carol Fulsher
Administrator

Enc: IOHRA resolution, sample municipal resolution, grant information, ballot language

**102 W. Washington Street #232**
**Marquette, MI 49855**
**906-235-2923**

IRON ORE HERITAGE RECREATION AUTHORITY
BALLOT LANGUAGE FOR AUGUST 2022
RESOLUTION OF ADOPTION
BY THE BOARD OF THE IRON ORE HERITAGE RECREATION AUTHORITY

WHEREAS, the Iron Ore Heritage Recreation Authority is committed to funding, constructing, managing and maintaining the Iron Ore Heritage Trail, a 47-mile, year round, multi-use recreational and interpretive corridor through Marquette County encompassing ten municipalities, and

WHEREAS, the Iron Ore Heritage Recreation Authority is committed to working with partners to protect and preserve the associated cultural, recreational, and historical features along the trail system, and

WHEREAS, the Iron Ore Heritage Recreation Authority has developed language for a millage renewal proposal for the August 2022 election for continued funding of the construction, management, interpretation and maintenance of the Iron Ore Heritage Trai at .1970 mills due to Headlee Amendment, and

WHEREAS, the Iron Ore Heritage Recreation Authority voted to adopt the ballot renewal language for each individual municipality, and

WHEREAS, the ballot initiative will raise approximately $7000 in Tilden Township, $23,000 in City of Ishpeming, $22,000 in City of Negaunee, $46,000 in Negaunee Township, $54,000 in Marquette Township, $123,000 in City of Marquette, and $45,000 in Chocolay Township for an approximate total in the first year of $320,000.

NOW, THEREFORE BE IT RESOLVED the Iron Ore Heritage Recreation Authority hereby adopts the ballot language for the millage renewal proposal for the August of 2022 ballot for members of the Iron Ore Heritage Recreation Authority including the townships of Tilden, Negaunee, Marquette, and Chocolay and the Cities of Ishpeming, Negaunee and Marquette.

(Yeas: 7 Nays: 0 Absent: 2 )

I, Glenn Johnson, Vice Chair/Secretary, do hereby certify that the foregoing is a true and original copy of a resolution adopted by the Iron Ore Heritage Recreation Authority at a Meeting thereof held on the 19th day of January 2022

*Glenn Johnson*
*Vice Chair/Secretary*

**BALLOT LANGUAGE**

**IRON ORE HERITAGE RECREATION AUTHORITY**
**MILLAGE RENEWAL**

IRON ORE HERITAGE RECREATION AUTHORITY RENEWAL Shall the City of Marquette renew and continue to levy 0.1970 mill ($0.1970 per $1,000 of taxable value) to provide funds for the Iron Ore Heritage Recreation Authority (IOHRA) to enable it to continue building, managing, and maintaining the 47-mile, multi-use, year round, interpretive Iron Ore Heritage Trail, on the taxable value of all property assessed for taxes in the City for six (6) years, 2023 to 2028 (inclusive) which will provide an estimated revenue of $123,000 if levied in full in the first year of such levy.

YES_______ NO_______

# *Resolution to Continue Participation in the Iron Ore Heritage Recreation Authority*

**WHEREAS,** the City of Marquette endorses the Recreation Authority and its goal to develop, manage, and maintain the Iron Ore Heritage Trail; and,

**WHEREAS,** the City of Marquette will continue to work with its neighbors for the development of a connected trail system; and,

**WHEREAS,** the City of Marquette endorses the Iron Ore Heritage Trail as an interpretative trail with signage and interpretation of our region's mining heritage; and,

**WHEREAS,** the City of Marquette endorses the Iron Ore Heritage Trail as a tool for economic and community development through the preservation of our history and traditions; and,

**WHEREAS,** the City of Marquette will continue to remain a member of the Iron Ore Heritage Recreation Authority and endorses the Iron Ore Heritage Recreation Authority's ballot request of a millage renewal in August 2022; and,

**NOW THEREFORE BE IT RESOLVED,** the Marquette City Commission, supports continuation of membership within the Iron Ore Heritage Recreation Authority, whose mission is to develop, manage and maintain the Iron Ore Heritage Trail.

Dated this 28th day of February, 2022.

____________________

Jennifer A. Smith
Mayor

**City of Marquette, MI**
300 West Baraga Avenue
Marquette, MI 49855

**Agenda Date:** 2/28/2022

## New Business
## Memorandum of Understanding- Former Hospital Redevelopment

## BACKGROUND:
The NMU Foundation is leading a consortium of public and private partners to facilitate the redevelopment of the former Marquette General Hospital. The proposed project would remove the buildings on the property, with the possible exception of the parking deck, to provide for an effective reconfiguration and redevelopment. The estimated level of private investment in this project is $160 million.

During a special meeting held on February 14, 2022, the NMU Foundation introduced this project to the City Commission and the Marquette community, and began the process of seeking feedback on the upcoming brownfield plan.

The redevelopment of this property will require a significant amount of brownfield tax increment financing capture to reimburse anticipated eligible activities, including the demolition of obsolete buildings, asbestos abatement, site preparation, and public infrastructure work. The total amount of projected capture is estimated at $39 million over a period of 15 years.

A memorandum of understanding has been drafted in order to provide an assurance of support for external funding opportunities and to detail City expectations for the upcoming Request for Proposals process, which will identify a master developer for the project. Feedback from the special meeting has been incorporated into the memorandum of understanding.

## FISCAL EFFECT:
None by this action.

## RECOMMENDATION:
Approve the Memorandum of Understanding and authorize the Mayor and City Clerk to sign.

## ALTERNATIVES:
As determined by the Commission.

ATTACHMENTS:

| | Description |
|---|---|
| 🗋 | MOU |

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the "MOU") is entered into effective as of _______________, 2022 ("Effective Date") between the CITY OF MARQUETTE, MICHIGAN (the "CITY"), the CITY OF MARQUETTE BROWNFIELD REDEVELOPMENT AUTHORITY (the "MBRA"), and the NORTHERN MICHIGAN UNIVERSITY FOUNDATION, a Michigan 501 (c)(3) organization (the "FOUNDATION"), pursuant to which the MBRA and City propose to provide certain assistance and economic incentives in connection with the redevelopment of the former Marquette General Hospital into a mixed use commercial and residential development in conjunction with private partners, which assistance and economic incentives shall provide the framework for any future binding contract between them. This document is understood to be an expression of the intent of the CITY, MBRA and the FOUNDATION (collectively, the "Parties") to attempt in good faith to negotiate and reach binding agreements on the matters discussed herein and is not a contract or an otherwise legally binding instrument.

NOW, THEREFORE, the Parties agree to pursue good faith discussions and negotiations for such written agreements and approvals as may be necessary to finalize their mutual understandings of the following:

1. Former MGH: The FOUNDATION is currently considering acquiring and facilitating redevelopment of the former Marquette General Hospital ("MGH Site") which is located within the jurisdictional boundaries of the City of Marquette, Michigan and is comprised of _____ parcels generally bounded by W. Magnetic Street, 7$^{th}$ Street, W. Kaye Avenue, and 4$^{th}$ Street and more fully listed and describe in Exhibit A. The FOUNDATION intends to secure a MASTER DEVELOPER that will implement a Development Plan for the MGH Site, as described below.

2. Proposed Commitments of the CITY, MBRA and FOUNDATION
    a. Proposed Commitments of CITY and MBRA for MGH Site. In the event the FOUNDATION is able to acquire in fee simple title to MGH Site from Apollo LifePoint Corporation and in order to induce the FOUNDATION to facilitate redevelopment of the MGH Site, the CITY and MBRA propose to, at their sole cost and expense, do the following with respect to the MGH Site, which shall be reimbursed through Brownfield TIF (as defined in Section 2.ii herein) on the MGH Site.

        i. Environmental and Pre-Development Expenses: Reimburse expenses in an amount of up to $52,900 for the preparation of a Phase I Environmental Site Assessment, Phase II Environmental Site Assessment and Baseline Environmental in accordance with Part 201 of Act 451, PA 1994 to provide an exemption from environmental liability for pre-existing contamination and a Pre-Demolition Survey to identify the presence of lead/cadmium paint, asbestos containing materials, and Universal Waste in preparation of building demolition in accordance with State and Federal standards.

        ii. Brownfield Plan: Facilitate the establishment of a Brownfield Plan pursuant to authority granted under Michigan Public Act 381 of 1996, as amended which would make available to the FOUNDATION and its assignees reimbursement of Brownfield Eligible Activity expenses to the maximum extent allowed under Act 381 through Brownfield Tax Increment Financing (TIF) and support the FOUNDATION in securing local, state, and federal grants and loans. By way of explanation, TIF is a tool that allows a developer to be reimbursed for Brownfield

Eligible Activities costs on Brownfield Eligible Property through the capture increased incremental taxes on the property resulting from the new development. Brownfield Eligible Property includes contaminated, functionally obsolete, blighted, historically designated, or tax reverted property. Brownfield Eligible Activities include Baseline Environmental Assessment (Phase I and II Environmental Site Assessments and Baseline Environmental Assessments), Due Care Activities (due care plans, contaminated soil management, engineered barriers), Additional Response Activities (other remediation); Environmental Insurance, Demolition, Asbestos Abatement; Site Preparation, and Infrastructure, and, under certain circumstances, Property Acquisition and Transfer Assistance.

iii. Additional Brownfield Incentives: Facilitate arrangements with the FOUNDATION and MASTER DEVELOPER as needed to foster additional Brownfield incentives, including Act 381 Work Plan for approval of State tax capture, as well as Property Acquisition and Property Transfer Assistance which may require City ownership of affected property.

iv. Brownfield Public Infrastructure: As part of the Brownfield Plan, design and reconstruct College Avenue in accordance with the plans included in Exhibit B, or a mutually agreeable alternative, and design and provide necessary upgrades to City utilities, including water, sewer and stormwater, and coordinate with Marquette Board of Light and Power for necessary electrical services as will be further described in the Brownfield Plan. City construction contracts will adhere to City Commission Policy 1999-02.

v. Land Use Coordination: Expedite and facilitate all land use and zoning applications for the redevelopment of the MGH Site.

vi. Development and Reimbursement Agreement: The CITY and MBRA will prepare a Development and Reimbursement Agreement with the terms and conditions for the reimbursement of Brownfield Eligible Activities through Brownfield TIF and negotiate in good faith with the FOUNDATION, and the MASTER DEVELOPER as appropriate, to agree upon and execute the Development and Reimbursement Agreement.

b. Proposed Commitments of the FOUNDATION for MGH Site. The FOUNDATION represents that it proposes to do the following with respect to the MGH Site, subject to the conditions precedent being satisfied or waived in writing by the FOUNDATION:

   i. MASTER DEVELOPER

      1. Serve as the facilitator for securing a MASTER DEVELOPER through a Request for Qualifications (RFQ), under the following conditions:

         a. The FOUNDATION will have exclusive rights to select the MASTER DEVELOPER.

         b. Along with other requirements as determined by the FOUNDATION, the RFQ will include requests for information and experience with mixed use development to include multiple types of housing opportunities, sustainability, and community engagement.

2. Contract with the MASTER DEVELOPER to prepare and implement the Development Plan.

3. Provide the proposed contract between the FOUNDATION and the MASTER DEVELOPER to the CITY and MBRA for review.

ii. Community Engagement: In conjunction with the MASTER DEVELOPER, develop a Community Engagement Plan that describe the approach for engaging the community approach and framework for compiling input that is provided to the CITY and MBRA for review and implement the Community Engagement Plan.

iii. Development Plan: In conjunction with the MASTER DEVELOPER, prepare a Development Plan that will include, as a minimum:

a. Inventory of Parcels, Existing Buildings and Infrastructure, and Other Resources
b. ALTA Survey
c. Goals and Objectives
d. Affordable and workforce housing as described in the recommendations of the Ad Hoc Housing Committee report
e. Market Analysis
f. General Requirements under City Planning and Zoning
g. Design Requirements
h. Circulation and Open Space Design
i. Proposed Building Construction
j. Parking and Infrastructure Needs
k. Phasing Plan
l. Financing Plan

iv. Development and Reimbursement Agreement: The FOUNDATION, and the MASTER DEVELOPER, as appropriate, will negotiate in good faith with the CITY and MBRA to develop and execute the Development and Reimbursement Agreement.

3. General Provisions

a. Conditions Precedent: Any future binding contract between the parties will require the approval by resolution of the Marquette City Commission and the City of Marquette Brownfield Redevelopment Authority.

b. Notices: All notices, demands, requests and other communications under this MOU shall be in writing and addressed as follows:

City: City of Marquette
300 West Baraga Avenue
Marquette, Michigan 49855
Attn: Karen Kovacs, City Manager
kkovacs@marquettemi.gov

MBRA: City of Marquette Brownfield
Redevelopment Authority
1100 Wright Street
Marquette, Michigan 49855
Attn: Sheri Davie, Executive Director
marquettebrownfield@gmail.com

FOUNDATION: Northern Michigan University Foundation
607 Cohodas Hall, 1401 Presque Isle Avenue
Marquette, Michigan 49855
ATTN: Brad Canale
bcanale@nmu.edu

The parties hereto have caused this MOU to be executed as of the day and year first above written.

NORTHERN MICHIGAN UNIVERSITY FOUNDATION

Date:________________________ ____________________________________________
By: Brad Canale, Its: Chief Executive Officer

MARQUETTE BROWNFIELD REDEVOLPMENT AUTHORITY

Date:________________________ ____________________________________________
By: Sheri Davie, Its: Executive Director

CITY OF MARQUETTE

Date:________________________ ____________________________________________
By: Jennifer A. Smith, Its: Mayor

Date:________________________ ____________________________________________
By: Kyle Whitney, Its: Clerk

| APPROVED AS TO SUBSTANCE | APPROVED AS TO FORM |
|---|---|
| ______________________________ | ______________________________ |
| Karen M. Kovacs, City Manager | Suzanne C. Larsen, City Attorney |