

City of Marquette, MI



Meeting Agenda City Commission

**Monday, August 26, 2024
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

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

Presentation(s)

1. Board of Zoning Appeals, by Chair Heather Dombrowski
2. **Consent Agenda**
 - 2.a. Approve the minutes of the August 22, 2024 special Commission meeting
 - 2.b. Approve the total bills payable in the amount of \$3,494,335.65
 - 2.c. KBIC Funding for the City of Marquette Employee Engagement Committee
 - 2.d. Sault Ste. Marie Tribe of Chippewa Indians Funding for the City of Marquette Employee Engagement Committee
 - 2.e. KBIC Funding for the City of Marquette Police Department
 - 2.f. Sault Ste. Marie Tribe of Chippewa Indians Funding for the City of Marquette Police Department
 - 2.g. Kids Cove Playground Budget Amendment
 - 2.h. UPSET Lease Agreement

New Business

3. Schedule a Public Hearing for the FY 2025 Budget
4. MDARD Grant Agreement

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: 8/26/2024

Consent Agenda

Approve the minutes of the August 22, 2024 special Commission meeting

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Aug. 22 Special Meeting Minutes



City of Marquette, MI

300 West Baraga Ave
Marquette, Michigan 49855

Meeting Minutes City Commission

SPECIAL MEETING MINUTES

Thursday, August 22, 2024

Special Meeting - 9 a.m.

Call to Order, Pledge of Allegiance and Roll Call

Present: Davis, Hanley, Larson, Schloegel, Smith

Absent: Mayer, Ottaway

Mayor Pro Tem Jessica Hanley moved to excuse the absences of Commissioners Cody Mayer and Jerney Ottaway for personal reasons, seconded by Commissioner Paul Schloegel and Carried Unanimously.

Commissioner Smith was not present at the beginning of the meeting, but joined at 9:21 a.m.

Approval of the Agenda

Commissioner Paul Schloegel moved to Approve the agenda as presented, seconded by Commissioner Michael Larson and Carried Unanimously.

Announcements

Mayor Davis 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 shared concerns about the meeting notification process and accessibility issues around town, and spoke about the content of planned public art installations.

1. Consent Agenda

Mayor Pro Tem Jessica Hanley moved to Approve the Consent Agenda, seconded by Commissioner Paul Schloegel and Carried Unanimously.

1.a. Approve the minutes of the August 12, 2024 regular Commission meeting

New Business

2. Budget Overview

City Manager Karen Kovacs, Deputy City Manager Sean Hobbins and City Chief Financial Officer Mary Schlicht led a discussion about the FY 24-25 budget. Staff presented the proposed budget, emphasizing a budget without using fund balance. The budget work session included discussions on debt service, future revenues and capital outlay plans for the coming year. The city's debt service obligations were reviewed, with staff noting upcoming reductions in debt payments that could free up resources for future projects. There was some discussion of the limitations on municipal revenue generation, touching on the possibility of future sources to supplement the general operating millage.

After the overview was completed, Commissioner Jennifer Smith moved to recess the meeting for lunch, from 10:45 a.m. until noon, seconded by Paul Schloegel and carried unanimously.

Mayor Sally Davis reopened the meeting at noon and turned discussion over to City Manager Kovacs, who touched on various grant opportunities. Community Development Director Dennis Stachewicz discussed seeking a grant in partnership with the Superior Watershed Partnership, which would provide for installation of pervious pavement at the YMCA parking lot and two blocks of a city street

The discussion then shifted to component units, with discussion about the budgets for the Peter White Public Library, the Downtown Development Authority and the Brownfield Redevelopment Authority.

Finally, staff and commissioners discussed special revenue funds, which are used for specific purposes. A high-level overview was given of each Special Revenue fund.

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.

Comments from the Commission

Commissioner Smith expressed satisfaction with the budget process and the efficiency of the new system, thanking city staff for their hard work.

Commissioner Schloegel said the session was well done and thanked staff.

Mayor Pro Tem Hanley thanked everyone for their hard work and mentioned the efficient and well-organized process of the budget session. She appreciated that the budget did not require tapping into the fund balance, which makes the review process smoother and more enjoyable.

Commissioner Larson thanked city staff for their efforts and highlighted an incident where city services promptly resolved a personal issue, demonstrating the effectiveness and importance of city services.

Mayor Davis said she is pleased with how the budget process has gone this year and thanked staff for the hard work.

Comments from the City Manager

City Manager Karen Kovacs expressed gratitude for the collaborative efforts that made the budget discussions productive. She highlighted the hard work and patience of both city staff and the community, which have contributed significantly to the city's current stable financial condition. Kovacs emphasized that while the city's budget situation appears optimistic, careful monitoring of capital improvements and other financial commitments will continue.

Adjournment

The meeting was adjourned at 2:14 p.m.

Sally Davis, Mayor

Kyle Whitney, City Clerk

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City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 8/26/2024

Consent Agenda

KBIC Funding for the City of Marquette Employee Engagement Committee

BACKGROUND:

Recently the City of Marquette Employee Engagement Committee asked the City of Marquette (City) to serve as the fiscal pass-through agent for funding from the Keweenaw Bay Indian Community. They plan to ask the Tribe for \$5,000 for their Touch a Truck event in the spring of 2025. In consideration of the City agreeing to act as a pass-through, the Employee Engagement Committee 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 Employee Engagement Committee.

FISCAL EFFECT:

No direct cost to the City.

RECOMMENDATION:

Authorize the City to act as the fiscal intermediary for KBIC funding of \$5,000 for the City of Marquette Employee Engagement Committee for their Touch a Truck event, and authorize the City Manager to sign the attached agreement.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ EEC KBIC Request
- ▣ EEC Agreement

Employee Engagement Committee



August 26, 2024

Ms. Doreen Blaker
Tribal Council President
Keweenaw Bay Indian Community
107 Beartown Road
Baraga, MI 49908

Funding Request: Employee Engagement Committee "Touch a Truck" Event

Dear Tribal Chair and Council,

On behalf of the Employee Engagement Committee at the City of Marquette, we would like to thank you for your time in reviewing and considering our grant request. The Employee Engagement Committee was established in January 2024 by a group of City of Marquette employees. The Committee's mission is to aid in creating a positive workplace culture by providing an avenue for employees to be heard, recognized, developed, and connected with one another and the Marquette community. We are dedicated to championing a culture of collaboration, continuous learning both internally and with the Marquette community, supporting employees and their families' wellbeing, and creating an environment that propels personal and professional growth to better serve our community.

The Employee Engagement Committee is planning to host their first "Touch a Truck" event in the spring of 2025 and requesting your assistance for funding. This event will be free of charge and open to the public. Touch a Truck will offer a hands-on opportunity to explore a variety of machinery and meet the people who maintain, protect and serve the city of Marquette. The family fun event will also include food, live music, and a bouncy house for the kids.

We are requesting \$5,000 in funding from the Keweenaw Bay Indian Community to support our "Touch a Truck" event.

We appreciate your consideration of this request and look forward to your approval. Should you have any questions, please feel free to contact me at 906-225-8923.

Sincerely,

John Waldo
Chairperson
Employee Engagement Committee

AGREEMENT

This Agreement is entered into this _____ day of _____, 2024, 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 CITY OF MARQUETTE EMPLOYEE ENGAGEMENT COMMITTEE, located at 300 W. Baraga Avenue, Marquette, MI 49855 (hereinafter referred to as "COMMITTEE").

WHEREAS, the Committee is planning a civic activity 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, has determined that the activities of the Committee are a valid purpose under the Home Rules Cities Act and is willing to enter into this Agreement with the Committee for the support of its program, upon certain terms and conditions.

NOW, THEREFORE, the parties agree:

1. That for and in consideration of the payment by the City to the Committee of the sum of 5,000 from the Keweenaw Bay Indian Community, the Committee will accept said money from the City and dedicate it solely to the use of Committee 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 Committee 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 Committee.

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

Dated: _____, 2024

By: Karen M. Kovacs
Marquette City Manager

Dated: 8-19, 2024



By: John Waldo, Chairperson
City of Marquette Employee Engagement Committee

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 8/26/2024

Consent Agenda

Sault Ste. Marie Tribe of Chippewa Indians Funding for the City of Marquette Employee Engagement Committee

BACKGROUND:

Recently the City of Marquette Employee Engagement Committee asked the City of Marquette (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 their Touch a Truck event in the spring of 2025. In consideration of the City agreeing to act as a pass-through, the Employee Engagement Committee agrees to dedicate any funds received from the Sault Ste. Marie Tribe of Chippewa Indians 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 Employee Engagement Committee.

FISCAL EFFECT:

No direct cost to the City.

RECOMMENDATION:

Authorize the City to act as the fiscal intermediary for Sault Ste. Marie Tribe of Chippewa Indians funding of \$5,000 for the City of Marquette Employee Engagement Committee for their Touch a Truck event, and authorize the City Manager to sign the attached agreement.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ EEC Sault Tribe Request
- ▣ EEC Agreement

Employee Engagement Committee



August 26, 2024

Ms. Latisha Willette
Sault Ste. Marie Tribe of Chippewa Indians
523 Ashmun Street
Sault Ste. Marie, MI 49783

Funding Request: Employee Engagement Committee "Touch a Truck" Event

Dear Ms. Willette,

On behalf of the Employee Engagement Committee at the City of Marquette, we would like to thank you for your time in reviewing and considering our grant request. The Employee Engagement Committee was established in January 2024 by a group of City of Marquette employees. The Committee's mission is to aid in creating a positive workplace culture by providing an avenue for employees to be heard, recognized, developed, and connected with one another and the Marquette community. We are dedicated to championing a culture of collaboration, continuous learning both internally and with the Marquette community, supporting employees and their families' wellbeing, and creating an environment that propels personal and professional growth to better serve our community.

The Employee Engagement Committee is planning to host their first "Touch a Truck" event in the spring of 2025 and requesting your assistance for funding. This event will be free of charge and open to the public. Touch a Truck will offer a hands-on opportunity to explore a variety of machinery and meet the people who maintain, protect and serve the city of Marquette. The family fun event will also include food, live music, and a bouncy house for the kids.

We are requesting \$5,000 in funding from the Sault Ste. Marie Tribe of Chippewa Indians to support our "Touch a Truck" event.

We appreciate your consideration of this request and look forward to your approval. Should you have any questions, please feel free to contact me at 906-225-8923.

Sincerely,

John Waldo
Chairperson
Employee Engagement Committee

AGREEMENT

This Agreement is entered into this _____ day of _____, 2024, 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 CITY OF MARQUETTE EMPLOYEE ENGAGEMENT COMMITTEE, located at 300 W. Baraga Avenue, Marquette, MI 49855 (hereinafter referred to as "COMMITTEE").

WHEREAS, the Committee is planning a civic activity 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, has determined that the activities of the Committee are a valid purpose under the Home Rules Cities Act and is willing to enter into this Agreement with the Committee for the support of its program, upon certain terms and conditions.

NOW, THEREFORE, the parties agree:

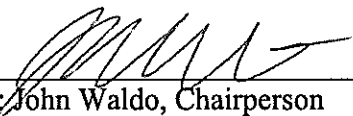
1. That for and in consideration of the payment by the City to the Committee of the sum of 5,000 from the Sault Ste. Marie Tribe of Chippewa Indians, the Committee will accept said money from the City and dedicate it solely to the use of Committee programs within the City benefiting the general public.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

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

Dated: _____, 2024

By: Karen M. Kovacs
Marquette City Manager

Dated: 8-19, 2024



By: John Waldo, Chairperson
City of Marquette Employee Engagement Committee

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 8/26/2024

Consent Agenda

KBIC Funding for the City of Marquette Police Department

BACKGROUND:

Recently the City of Marquette Police Department asked the City of Marquette (City) to serve as the fiscal pass-through agent for funding from the Keweenaw Bay Indian Community. They plan to ask the Tribe for \$19,131.20 for the purchase of four Motorola APX 4500 Enhanced Police Radios. In consideration of the City agreeing to act as a pass-through, the Marquette Police Department 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 Marquette Police Department.

FISCAL EFFECT:

No direct cost to the City.

RECOMMENDATION:

Authorize the City to act as the fiscal intermediary for KBIC funding of \$19,131.20 for the Marquette Police Department for Four Motorola APX 4500 Enhanced Police Radios, and authorize the City Manager to sign the attached agreement.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Marquette Police Department Letter of Request
- ▣ Motorola Quote
- ▣ Marquette Police Department Agreement

RYAN GRIM
Chief of Police



300 W BARAGA AVENUE
MARQUETTE MI49855
(906)228-0400

GREG KINONEN
Captain of Detectives

JAMES FINKBEINER
Captain of Patrol Operations

August 26th, 2024

Ms. Doreen Blaker
Tribal Council President
Keweenaw Bay Indian Community
107 Beartown Road
Baraga, MI 49908

Dear Ms. Blaker,

The Marquette Police Department is humbly requesting funding for four (4) Motorola APX 4500 Enhanced Police Radios. These radios would be installed in Marquette Police Department patrol cars to replace existing and outdated radio equipment. The total cost for this project is \$19,131.20.

MOBILE RADIOS VS. PORTABLE RADIOS:

During daily police functions, our officers utilize two (2) radios on a near-constant basis. The portable radio is carried on the officer whereas the mobile radio is permanently installed in the patrol car. Both radios are critical for effective communication during police activity. One of the most important aspects of the mobile radio is its signal strength and ability to transmit in areas of poor reception. There are many of these areas in the city of Marquette where a portable radio has insufficient power to transmit critical information during general calls for service or during emergencies. Without the use of mobile radios, our officers would be unable to perform their jobs effectively.

DEPARTMENT BACKGROUND:

The Marquette Police Department (MPD) is made up of 34 sworn officers. In addition, nine (9) civilian personnel assist in daily functions such as parking enforcement, civilian park patrol, and clerical dispatching. Other operational assets include a dive team, bike patrol, and snowmobile patrol. MPD currently utilizes ten (10) patrol cars every day that are outfitted with mobile radios.

Our department is committed to safe, responsible, and effective community policing of a population of roughly 21,000 residents. We are also currently one of two police agencies in the

RYAN GRIM
Chief of Police



300 W BARAGA AVENUE
MARQUETTE MI49855
(906)228-0400

GREG KINONEN
Captain of Detectives

JAMES FINKBEINER
Captain of Patrol Operations

Upper Peninsula to have earned accreditation from the Michigan Association of Chiefs of Police (MACP). As of February 2022, we attained re-accreditation for three more years through MACP.

Since 2016 our department has averaged approximately 15,500 calls for service per year; most of which are handled over our mobile radios.

MPD's primary role is to serve the citizens of the City of Marquette, however, mutual aid for all surrounding agencies is a priority. Since the creation of the Michigan State Police Upper Peninsula Substance Enforcement Team (MSP UPSET), MPD has provided a full-time detective to its ranks that works collaboratively across Michigan's Upper Peninsula. MPD has a School Resource Officer and a Detective Sergeant, both who are assigned to the Marquette Area Public Schools. All MPD personnel are enrolled in an active alert system to respond to any active shooter threat in Marquette County. MPD also has a Detective Sergeant assigned to the Internet Crimes Against Children Task Force (ICAC). MPD will provide mutual aid to any agency in Marquette County that requests it.

NEED FOR NEW EQUIPMENT / FINANCIAL CONSTRAINTS:

Our current mobile radio systems are over twenty years old and have reached their end of life. These radio systems are outdated technology that are no longer being manufactured. It is difficult to service these radios, and replacement parts are oftentimes unavailable when issues arise. In addition, it is anticipated that the State of Michigan will require radio encryption in the near future. Our current radio technology is not compatible with encryption. Replacement of these radio systems is critical to maintain the department's operational capacity.

Our department's current budget is feeling significant and unusual strain due to being in a transition period. We are currently transitioning to a younger department in a rapid manner due to regular retirements and unforeseen departures. With these departures, come the need for more specialized trainings to be sought out to replace the outgoing staff members, new equipment for incoming staff, and manpower constraints. This in turn has created more budgetary pressure which makes a purchase like this burdensome. Furthermore, our city is currently facing some financial challenges due to the loss of major taxpayers, tax tribunal filings, and other long-term commitments.

RYAN GRIM
Chief of Police



300 W BARAGA AVENUE
MARQUETTE MI49855
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Captain of Detectives

JAMES FINKBEINER
Captain of Patrol Operations

MATCH / ALTERNATE FUNDING SOURCES:

MPD has made efforts to replace these radio units on an annual basis and has purchased three (3) units so far. Our request for funding to purchase four (4) more units would get us that much further to our goal of replacing all ten (10) units in a timely manner.

A quote for the mobile radios is attached to this letter totaling \$18,131.20. Additional licensing fees paid to the State of Michigan to utilize these radios are \$1,000 bringing our total project cost to 19,131.20.

The goal of this proposal would be to bring our department up to date with the most current radio technology available to use. A well-functioning radio serves as an officer's most consistent and reliable communication device with other first responders, as well as a crucial lifeline for officers in the event of an emergency. The older and more unreliable our radios become, the more likely they are to fail in a time of need. Effective communication is one of the most valuable skills that any Law Enforcement Officer could possess and utilizing up-to-date radio technology is imperative to further development. The citizens and guests of the City of Marquette would be the beneficiaries of that goal.

Thank you for taking time to review our proposal. If you have any questions about our project or our department, please don't hesitate to reach out.

Respectfully,

A handwritten signature in black ink, appearing to read "Seth Bjorne".

Sgt. Seth Bjorne
Marquette Police Department
(906) 228-0400
sbjorne@marquettemi.gov



Billing Address:
MARQUETTE, CITY OF
300 W BARAGA AVE
MARQUETTE, MI 49855
US

Quote Date:08/05/2024
Expiration Date:10/04/2024
Quote Created By:
Sheryl Lawrence
sherri@elcomsystems.net

End Customer:
MARQUETTE, CITY OF
SETH BJORNE
SBJORNE@MARQUETTEMI.GOV
906-228-0400

Line #	Item Number	Description	Qty	List Price	Sale Price
APX™ 4500 Enhanced					
1	M22URS9PW1BN	APX4500 ENHANCED 7/800 MHZ MOBILE	4	\$2,117.44	\$1,482.21
1a	G24AX	ENH: 3 YEAR ESSENTIAL SVC	4	\$216.00	\$216.00
1b	G851AG	ADD: AES/DES-XL/DES-OFB ENCRYPT APX AND ADP	4	\$879.00	\$615.30
1c	G67DQ	ADD: REMOTE MOUNT O2 APXM	4	\$327.00	\$228.90
1d	QA02756AD	ADD: 3600 OR 9600 TRUNKING BAUD SINGLE SYSTEM	4	\$1,727.00	\$1,208.90
1e	GA01606AA	ADD: NO BLUETOOTH/WIFI/GPS ANTENNA NEEDED	4	\$0.00	\$0.00
1f	B18CR	ADD: AUXILIARY SPKR 7.5 WATT APX	4	\$66.00	\$46.20
1g	GA00804AA	ADD: APX O2 CH (GREY)	4	\$541.00	\$378.70
1h	G444AH	ADD: APX CONTROL HEAD SOFTWARE	4	\$0.00	\$0.00
1i	W22BA	ADD: STD PALM MICROPHONE APX	4	\$79.00	\$55.30
1j	QA09113AB	ADD: BASELINE RELEASE SW	4	\$0.00	\$0.00
1k	W969BG	ENH: MULTIKEY OPERATION	4	\$363.00	\$254.10
1l	G174AD	ADD: ANT 3DB LOW-PROFILE 762-870	4	\$47.00	\$32.90
Product Services					
2	LSV00Q00202A	DEVICE PROGRAMMING	4	\$14.29	\$14.29



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc. - 500 West Monroe, United States - 60661 - # 36-1115800



Grand Total

\$18,131.20(USD)

Notes:

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.

DRAFT



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800

AGREEMENT

This Agreement is entered into this _____ day of _____, 2024, between the CITY OF MARQUETTE, a municipal corporation, with offices located at 300 W. Baraga Avenue, Marquette, MI 49855 (hereinafter referred to as the "City"), and the CITY OF MARQUETTE POLICE DEPARTMENT, a department of the CITY OF MARQUETTE, located at 300 W. Baraga Avenue, Marquette, MI 49855 (hereinafter referred to as "Fire Department");

WHEREAS, the Police Department provides public health and safety services to City residents,

WHEREAS, Marquette City Charter Section 2-12 states: "The city commission see that provision is made for the public peace and health, and for the safety of persons and property." and

WHEREAS, the Marquette City Commission has determined that the request of the Police Department supports the Police Department's ability to provide for the public peace and health, and for the safety of persons and property, and is willing to enter into this Agreement with the Police Department upon certain terms and conditions.

NOW, THEREFORE, the parties agree:

1. That for and in consideration of the payment by the City to the Police Department of the sum of \$19,131.20 from the Keweenaw Bay Indian Community, the Police Department will accept said money from the City to carry out its obligation to provide for the public peace and health, and for the safety of persons and property.
2. That the parties further understand and agree that the payment of the sum of \$19,131.20 by the City to the Police Department 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 Police Department.

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

Dated: _____

By: Karen M. Kovacs
Marquette City Manager

Dated: 8-26-24



By: Ryan Grim
City of Marquette Police Chief

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 8/26/2024

Consent Agenda

Sault Ste. Marie Tribe of Chippewa Indians Funding for the City of Marquette Police Department

BACKGROUND:

Recently the City of Marquette Police Department asked the City of Marquette (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 \$9,185 for wireless modems for the patrol cars. In consideration of the City agreeing to act as a pass-through, the Marquette Police Department agrees to dedicate any funds received from the Sault Ste. Marie Tribe of Chippewa Indians 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 Marquette Police Department.

FISCAL EFFECT:

No direct cost to the City.

RECOMMENDATION:

Authorize the City to act as the fiscal intermediary for Sault Ste. Marie Tribe of Chippewa Indians funding of \$9,185 for the Marquette Police Department for wireless modems for the patrol cars, and authorize the City Manager to sign the attached agreement.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Marquette Police Department Letter of Request
- ▣ Marquette Police Department Agreement

RYAN GRIM
Chief of Police



300 W BARAGA AVENUE
MARQUETTE MI49855
(906)228-0400

GREG KINONEN
Captain of Detectives

JAMES FINKBEINER
Captain of Patrol Operations

August 26th, 2024

Ms. Latisha Willette
Sault Ste. Marie Tribe of Chippewa Indians
523 Ashmun Street
Sault Ste. Marie, MI 49783

2% Funding Request: Patrol Car Modems for Computer Aided Dispatch (CAD)

Dear Ms. Willette,

Thank you for taking the time to review our request for funding for wireless modems in our patrol cars. As you will see in our proposal, this item of technology plays a crucial role in establishing and operating Computer Aided Dispatch (CAD) for our officers to utilize.

The Marquette Police Department is made up of 34 sworn officers tasked with providing law enforcement services to a population of 21,000 residents. Northern Michigan University students, as well as a booming tourism industry, add to the population significantly. Our department is committed to safe, responsible, and effective community policing. We are also currently one of two police agencies in the Upper Peninsula to have earned accreditation from the Michigan Association of Chiefs of Police (MACP). As of February 2022, we attained re-accreditation for three more years through MACP.

The Marquette Police Department has an established Memorandum of Understanding with the Sault Ste. Marie Tribe of Chippewa Indians to provide law enforcement services to a five (5) acre parcel of land consisting of multi-unit apartment buildings and its residents. We strive to maintain positive relationships with all of our law enforcement partners and community stakeholders. This technology grant will greatly assist our department in providing the best law enforcement service possible.

Thank you for your consideration,

Sgt. Seth Bjorne
Marquette Police Department
906-228-0400
sbjorne@marquettemi.gov

Sault Ste. Marie Tribe of Chippewa Indians

523 Ashmun Street, Sault Ste. Marie, MI 49783

Contact Person: Latisha Willette

Phone: (906) 635-6050 ext: 26310

Fax: (906) 632-6587

Email: lwillette2@saulttribe.net

2% Funding Request

Under the current agreement with the State of Michigan for gaming revenue sharing, 2% of the Tribe's gaming revenue is set aside and made available to **local units of government** as determined by the Sault Ste. Marie Tribe of Chippewa Indians.

Sault Tribe requests involvement on projects responsible to government entities. Please describe the request that you would like presented to the Tribal Board for consideration. Upon completion of this form, please submit to your appropriate governmental agency for an authorized signature and documentation indicating governmental support for the project. If a governmental support letter is not included, the application will not be considered for 2% revenue share. **

Request submitted by (Unit of Government): _____ City of Marquette

Authorized Agent's Signature: _____ Phone# 906-228-0400

Print Agent's Name: _____ Tax ID#: 38-6004521

Address: 300 W. Baraga Avenue City: Marquette

Zip: 49855 County: Marquette Sault Tribe Unit #

****Attach a copy of the Resolution or Memorandum indicating governmental support (Required)**

Project Name: Patrol Car Modems for Computer Aided Dispatch (CAD)

Project Agency: Marquette Police Department Project Supervisor: Chief Ryan Grim

Address (if different from above):

Contact Telephone Number(s): 906-228-0400 Email: sbjorne@marquettemi.gov

Project Cost: \$13,970.00 Amount requested: \$9,185.00 Other matching funds: \$4,785.00

Has this project been previously submitted for consideration? No If so, When?

Was this project funded in the past? No Amount: \$ When:

See Narrative

[illegible]

[illegible]

Explain the plans for this project's sustainability if funded :

See Narrative

- Projects are awarded funding based on a number of factors; the availability of funds at the end of each 2% cycle, the project merit, and the potential benefit to communities. There may be other factors considered as well; i.e. project sustainability.

Please be prepared for further inquiries by having a complete copy of your project application readily available. Applications must be received no later than March 31st for the Spring Distribution Cycle and September 30th for the Fall Distribution Cycle.

Date submitted: 8/26/24

DO NOT WRITE BELOW THIS LINE - FOR TRIBAL USE ONLY

Date Received by Tribe: _____ Received by: _____

Method of submission: ☐ US Mail ☐ Fed Ex / UPS or DHL ☐ Fax ☐ Email

Approved / Not Approved (Circle One)

Unit # _____ Unit Director's Initials _____

Date Approved: _____ Amount Approved: \$ _____

RYAN GRIM
Chief of Police



300 W BARAGA AVENUE
MARQUETTE MI49855
(906)228-0400

GREG KINONEN
Captain of Detectives

JAMES FINKBEINER
Captain of Patrol Operations

Sault Ste. Marie Tribe of Chippewa Indians 2% Funding Request Grant Narrative

Please give a description of the project, providing as much detail as possible. *Attach the full project budget, outline, and any other additional pages, including pictures, brochures or pamphlets:*

The Marquette Police Department (MPD) utilizes laptop computers in our patrol cars for a variety of functions on an everyday basis. Examples of various programs include crash report programs, general report writing programs, and access to the Law Enforcement Information Network (LEIN) to obtain information on subjects with warrants for their arrest, driver's license and vehicle registration information, sex offender registrants, along with many other data queries. MPD intends to add a Computer Aided Dispatching program (CAD) to the patrol car computers to assist officers in responding to emergencies, investigations, and general calls for service. Our current wireless network function in the patrol car does not have sufficient signal strength to run CAD by itself. The solution for this problem is to implement an in-car wireless modem.

CAD is a program that Marquette County Central Dispatch uses when they receive a 911 call. Dispatchers will enter critical information for the caller, detailed notes of the complaint, and any other risk factors associated with the call into the program. This information is then relayed to the officer via radio. Oftentimes, 911 callers will have a substantial amount of information to provide and it's not possible for dispatchers to relay all this information to the officer via the radio because it will tie up the radio frequency for other officers working in the region. By having CAD available to officers in the patrol car, it will significantly mitigate risks of officer safety by allowing officers to view each call prior to responding so that they are prepared for any situation they may encounter.

MPD currently utilizes Verizon Wireless air cards paired with a built-in modem in the laptops in the patrol cars. Even if the laptop computer were replaced with the most up to date model, the modem size remains the same due to FCC requirements on wattage for handheld technology.

Due to the variety of geographical features of the environment officers work in, connectivity often fails using this current system. Wireless modems built directly into the patrol car displace exponentially greater power to boost the signal strength in order to maintain a stable connection.

RYAN GRIM
Chief of Police



300 W BARAGA AVENUE
MARQUETTE MI49855
(906)228-0400

GREG KINONEN
Captain of Detectives

JAMES FINKBEINER
Captain of Patrol Operations

In-car modems not only will allow officers to access CAD, but this increased signal strength will establish a more reliable connection to other critical programs officers use on the road. It is vital that our officers be able to perform this necessary work from the patrol car so that they are out on the street rather than in the office and unavailable to the public.

Technology will always continue to improve and have a critical component in everyday life. Law enforcement has an inherent need to keep up with these technological trends so that they can provide the best service to citizens in need.

Please describe how the existence of a casino has impacted the project or service of which this application represents.

The Marquette Police Department is made up of 34 sworn officers. In addition, nine (9) civilian personnel assist in daily functions such as parking enforcement, civilian park patrol, and clerical dispatching. MPD is tasked with providing law enforcement services for approximately 19 square miles with a population size of 21,000 residents. Northern Michigan University also adds approximately 8,000 students to the population during the school year.

The city of Marquette hosts between 100,000 and 200,000 tourists annually. It's not unusual for tourists that visit Kewadin Casino locations throughout the Upper Peninsula to continue their travels into the city of Marquette. Even if tourists are just passing through the area, MPD is tasked with patrolling the roadways that they travel on. The growing tourism industry leaves local resources strained at times by this surge of tourists, particularly in the post Covid-19 pandemic era.

Please give a description of how 2% funding will assist in alleviating the impact generated by the local casino.

On average, MPD responds to approximately 15,500 calls for service each year. Within MPD's jurisdiction, there is a five (5) acre parcel of land belonging to the Sault Ste. Marie Tribe of Chippewa Indians with ten (10) multi-bedroom apartments. MPD has an established Memorandum of Understanding with the Sault Tribe to respond to any call for service on this tribal land including emergencies, criminal complaints, and general calls for service. Since 2019, MPD has responded to 97 calls for service for the residents that live there. One-third of these calls (36) originated in 2023 alone.

The Marquette Police Department's request for \$9,185 to outfit our patrol cars with in-car modems will allow our officers to perform their jobs effectively by utilizing the most up to date

RYAN GRIM
Chief of Police



300 W BARAGA AVENUE
MARQUETTE MI49855
(906)228-0400

GREG KINONEN
Captain of Detectives

JAMES FINKBEINER
Captain of Patrol Operations

technology available for connectivity and wireless data. Current trends regarding tourism within the city and calls for service on tribal land are increasing. The patrol car is a mobile office for our officers to carry out law enforcement services in a quick and professional manner as opposed to having to go back to the police station to complete these tasks. Funding for this project would ease the burden on the Police Department and the City of Marquette.

Explain the plans for this project's sustainability if funded:

Our department's current budget is feeling significant and unusual strain due to being in a transition period. We are currently transitioning to a younger department in a rapid manner due to regular retirements and unforeseen departures. With these departures, come the need for more specialized trainings to be sought out to replace the outgoing staff members, new equipment for incoming staff, and manpower constraints. This in turn has created more budgetary pressure which makes a purchase like this burdensome. Furthermore, our city is currently facing some financial challenges due to the loss of major taxpayers, tax tribunal filings, and other long-term commitments.

The initial start-up phase of this project by purchasing all of this equipment at once is a significant hurdle for MPD's operating budget. If funding was awarded, replacements on an as needed basis for system upgrades or wear and tear, have the potential to be foreseen and would be sustainable. As demonstrated in the attached budget, MPD has purchased some of the antennas needed to fulfill this project. MPD will also purchase the yearly subscription fees through Verizon Wireless needed to fulfill this project.

The goal of this proposal would be to bring our department up to date with the most current wireless modem technology available to use. Computer Aided Dispatch available to officers in the patrol car allows officers to keep themselves safe when responding to calls for service as well as the citizens and guests of Marquette that they are sworn to protect.

Sault Ste. Marie Tribe of Chippewa Indians

2% Funding Request Budget

8/26/2024

Grant Funding - Tele-Rad Communications

Semtech XR60 5G Wireless Modem (7 Units)	\$7,735
Semtech Sharkfin Antenna (4 Units)	\$1,400
Shipping	\$50
SUBTOTAL	\$9,185

Marquette Police Department Matching Funds

Semtech Sharkfin Antenna (3 Units)	\$1,005.00
**Antennas already purchased/installed in new patrol cars	
Verizon Wireless Subscription - \$45 per month per unit x 7 units	
12 Month Subscription Fee Total	\$3,780.00
SUBTOTAL	\$4,785.00

PROJECT TOTAL: \$13,970



511 E. 8th St.

Holland MI 49423-3759

(616) 396-3541 Fax: (616) 392-9707

QUOTATION

QUOTE NO.: 62737 - 00 EC

DATE: 8/05/24

TERMS: NET 15 DAYS

DELIVERY: UNITED PARCEL SERVI

Please reference Quote No. on

Correspondence & purchase orders.

Quote expires: 09/04/2024

11867

TO: MARQUETTE POLICE DEPARTMENT
300 W BARAGA AVE
MARQUETTE, MI 49855

WE ARE PLEASED TO QUOTE YOU THE FOLLOWING:

QTY	DESCRIPTION	UNIT PRICE	DISC%	TOTAL
7	SEMTECH AIRLINK XR60,5G ROUTER ETHERNET, WIFI	1,105.00		7,735.00
4	SEMTECH AIRLINK 7IN1 SHARKFIN DUAL ANTENNA BLACK 5G/LTE	350.00		1,400.00
*Created from CopyOrder - Sales Order 062442-00				
Item summary				9,135.00
Subtotal				9,135.00
Inbound Ship				50.00
Sales Tax				.00
GRAND TOTAL:				9,185.00

ORDERS SUBJECT TO SHIPPING & HANDLING AND SALES TAX IF APPLICABLE.

TERMS SUBJECT TO CREDIT REVIEW

*Orders over \$50,000 may require a 25% down payment to be invoiced at time of order.

*Unpaid balances over 30 days are subject to 1.5% monthly interest charge (18% annually).

*Your purchase of MOTOTRBO radios includes a 5 year essential services warranty and software support package.

Additional investment may be required to extend essential service after 5 years.

BY JESSICA SPINDLER /231-740-2104 7011

THIS QUOTATION DOES NOT CONSTITUTE A SALES ORDER UNLESS SIGNED BY YOU, OUR CLIENT. SEE TERMS AND CONDITIONS OF SALE ATTACHED.

Accepted

by

P.O. No.

LEGAL NAME OF PURCHASER

Date

AUTHORIZED SIGNATURE

AGREEMENT

This Agreement is entered into this _____ day of _____, 2024, between the CITY OF MARQUETTE, a municipal corporation, with offices located at 300 W. Baraga Avenue, Marquette, MI 49855 (hereinafter referred to as the "City"), and the CITY OF MARQUETTE POLICE DEPARTMENT, a department of the CITY OF MARQUETTE, located at 300 W. Baraga Avenue, Marquette, MI 49855 (hereinafter referred to as "Fire Department");

WHEREAS, the Police Department provides public health and safety services to City residents,

WHEREAS, Marquette City Charter Section 2-12 states: "The city commission see that provision is made for the public peace and health, and for the safety of persons and property." and

WHEREAS, the Marquette City Commission has determined that the request of the Police Department supports the Police Department's ability to provide for the public peace and health, and for the safety of persons and property, and is willing to enter into this Agreement with the Police Department upon certain terms and conditions.

NOW, THEREFORE, the parties agree:

1. That for and in consideration of the payment by the City to the Police Department of the sum of \$9,185.00 from the Sault Ste. Marie Tribe of Chippewa Indians, the Police Department will accept said money from the City to carry out its obligation to provide for the public peace and health, and for the safety of persons and property.
2. That the parties further understand and agree that the payment of the sum of \$9,185.00 by the City to the Police Department 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 Police Department.

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

Dated: _____

By: Karen M. Kovacs
Marquette City Manager

Dated: 8-26-24



By: Ryan Grim
City of Marquette Police Chief

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 8/26/2024

Consent Agenda **Kids Cove Playground Budget Amendment**

BACKGROUND:

On August 14, 2023, the City Commission awarded the Kids Cove Playground construction contract to Associated Constructors, LLC, and approved a budget amendment for expenses and revenues of \$1,750,000. Since that time, change orders to accommodate site changes, material quantity changes, and improvements to the accessible restroom that reduce future maintenance, have added \$29,459 in expenses. Additional costs for site signage as well as additional costs associated with the native plantings required by the DNR Trust Fund grant, bring total estimated expenses to \$1,782,326.02.

Construction is progressing on schedule with a completion date of September 30, 2024. Additional costs are not anticipated at this time, but cannot be ruled out prior to completion.

A budget amendment to reflect \$1,795,000.00 in expenses and matching revenue is recommended. Marquette Playgrounds For All (MPFA), in partnership with the Community Foundation of Marquette County, has raised \$1,431,616 and the City was awarded a Michigan Department of Natural Resources Trust Fund Grant in the amount of \$300,000. This puts the MPFA within \$57,000 of their fundraising commitment with current estimated expenses.

FISCAL EFFECT:

MPFA has committed to raising all additional funds, resulting in no change to general fund contributions by the City. A budget amendment is required to account for the additional revenues and expenditures.

RECOMMENDATION:

Amend the budget for Kids Cove Inclusive Playground to reflect \$1,795,000 in revenues and \$1,795,000 in expenditures.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

No Attachments Available

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 8/26/2024

Consent Agenda
UPSET Lease Agreement

BACKGROUND:

The Upper Peninsula Substance Enforcement Team (UPSET) has leased office space from the City since May 2017. The most recent written lease recently expired and UPSET staff has requested a renewal for two (2) years.

Leases require two reads by the City Commission. This is the first read.

FISCAL EFFECT:

The City will realize monthly revenue in the amount of \$750 per month for the life on the agreement.

RECOMMENDATION:

Move the proposed Lease Agreement with UPSET to the September 9, 2024 meeting for approval.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Lease Agreement

LEASE AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2024, by and between **THE CITY OF MARQUETTE**, a Michigan municipal corporation, of 300 W. Baraga Avenue, Marquette, Michigan 49855, hereinafter "LESSOR", and **UPPER PENINSULA SUBSTANCE ENFORCEMENT TEAM**, of P.O. Box 364 Gwinn MI 49841, hereinafter "LESSEE".

Recitals

- A. Lessor is the owner of the City Hall building, located at 300 W. Baraga Avenue, Marquette, Michigan.
- B. Lessee desires to lease and Lessor is willing to lease to Lessee office space, meeting rooms, a lounge and a training room as shown in Exhibit "A" located in the lower level of the City Hall building in accordance with the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the mutual promises of the parties and other good and valuable consideration, the receipt of which is hereby acknowledged, it is agreed as follows:

1. Leased Premises

- 1.1 Lessor leases to Lessee the space ("Premises") as shown in Exhibit "A".
- 1.2 Lessee agrees to develop architectural and engineering plans for any and all renovations/remodeling required to meet the specific needs of Lessee for Lessee's intended uses. Lessee shall be responsible for constructing all renovations at Lessee's cost, and Lessee shall obtain Lessor's written approval of all such plans and specifications prior to beginning any construction activity.
- 1.3 Lessee shall have access to the Premises during all hours that City Hall is open to the public, and shall have access to the Premises during non-public hours only from the lower/"Police Station" entrance to the building.
- 1.4 Lessee shall not install any signage within the Premises or outside or within the City Hall building without approval from Lessor, consistent with Lessor's City's sign ordinance. In the event Lessee installs any signage within the Premises or outside or within the City Hall building, lessee shall dismantle, dispose of and restore any damaged areas caused by signage at the end of the Lease term.

2. Term of Lease

- 2.1 The term of this Agreement shall be for a period of two (2) years beginning September 1, 2024 and ending August 31, 2026; and may be renewed by written mutual consent of the parties for two (2) year terms upon terms and conditions as agreed upon by the parties.

This Agreement may be terminated by either party, without cause, by providing at least 90 days written notice to the other party at the address listed herein.

3. Rent

- 3.1 The monthly rental amount shall be \$750.00 due in advance on the first day of each month.

- 3.2 Lessee shall be responsible for its own telephone and internet service as needed and desired by Lessee.
- 3.3 The rental amount is subject to annual reviews by Lessor and may be increased upon written consent of the parties.

4. Use of Leasehold Premises

- 4.1 Lessee shall use the Premises only for Law Enforcement operations, and not for any purpose that would:
 - a) be deemed hazardous to the public or adjoining premises including, but not necessarily limited to, fire, and environmental type hazards;
 - b) constitute a violation of any public law or requirement;
 - c) cause damage or injury to the City Hall building or any part of it (ordinary wear and tear excepted);
 - d) interfere with normal operations of the City Hall building's heating, air conditioning, ventilating, plumbing, or other mechanical or electrical systems;
 - e) constitute a public or private nuisance;
 - f) interfere with other City Hall building uses;
 - g) alter the appearance of the City Hall building's exterior or any portion of the interior other than in the Premises, except as provided herein, without prior written approval of the Lessor;
 - h) place merchandise, materials, supplies, signs, or other thing of any kind on the sidewalks or other common areas without written approval;
 - i) permit refuse to accumulate in or around Premises; and,
 - j) obstruct entry ways.
- 4.2 Lessee is solely responsible for obtaining all necessary licenses and permits and otherwise complying with all laws as needed to comply with Lessee's intended use of the Premises.

5. Use of Common Areas by Lessee

- 5.1 Lessee and its invitees shall have the right in common with Lessor, its invitees, and others to use the hallways, public restrooms, entrance ways, public parking, sidewalks, and surrounding area, subject, however, to rules and regulations of Lessor regulating the use of same, rules providing for safety and maintenance, and changes in the layout of common areas.

- 5.2 Lessee, upon the written approval of the Lessor's Chief of Police or his designee, shall also have non-exclusive right (this right to be shared with Lessor's Police Department) to use all common areas within the Police Department and to use shared storage areas within Lessor's Police Department.

6. Maintenance and Repair

- 6.1 Lessee shall be responsible for all ordinary janitorial and cleaning of the Premises.
- 6.2 Lessee shall be solely responsible for the maintenance and repair of all equipment located on the Premises.
- 6.3 Lessee must obtain written consent of Lessor for all signage used by Lessee on the Premises and on or in the City Hall building Arena. All signage approved by Lessor shall be maintained in good condition and repair, and shall be removed by Lessee no later than 15 days following termination of the Lease term without causing damage to the Premises or the City Hall building.
- 6.4 Lessor reserves the right to make any repairs or alterations that it deems necessary and desirable to the common areas. Lessee will be notified of any repairs or alterations to the Premises at least 7 days in advance except in emergency situations.

7. Insurance and Indemnity

- 7.1 Lessee shall not permit any activity on the Premises which would invalidate or be in conflict with Lessor's fire, boiler, sprinkler, water damage, and extended coverage insurance policies covering the City Hall building and contents therein.
- 7.2 Lessee shall not permit any activity on the Premises which would cause Lessor's rate for the insurance described herein to be increased.
- 7.3 Lessee at its sole expense shall be responsible for insuring its own tangible personal property, equipment, and fixtures from loss from fire and other casualty and shall at all times provide Lessor with a certificate evidencing such coverage.
- 7.4 Lessee at its sole expense shall maintain liability insurance protecting and insuring Lessee and Lessor from all claims for injury or damage to persons or property arising out of the use of the Premises or the common areas of the City Hall building by Lessee, its employees, agents, invitees, and licensees. The amount of the insurance shall be not less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence for accident, bodily injury, or death; not less than Five Hundred Thousand and 00/100 Dollars (\$500,000.00) for property damage. Lessee shall at all times provide Lessor with a copy of said policies with proof of payment of premium thereon. The insurance policies shall bear endorsements to the effect that the insurer agrees to notify Lessor not less than thirty (30) days in advance of any modification or cancellation thereof. Lessor shall be named as an additional insured on all insurance policies required by this lease.
- 7.5 Lessee will indemnify and hold Lessor harmless from and against all loss, cost, expense and liability whatsoever (including Lessor's cost of defending against the foregoing, such cost to include attorneys' fees) resulting or occurring by reason of Lessee's construction on, use of or occupancy of the Premises.

8. Damage by Fire or Other Causes

- 8.1 If the Premises is partially damaged by fire or other peril without the fault or neglect of Lessee or of its servants, employees, agents, visitors, invitees or licensees, the damage shall be repaired by Lessor and at Lessor's expense. If the Premises or the City Hall building is substantially damaged (herein defined as fifty (50%) per cent or more of the cost of replacement), Lessor may elect either to repair or rebuild the Premises or the City Hall building, as the case may be, or to terminate this lease upon giving notice of such election in writing to Lessee within ninety (90) days after the event causing the damage. If Lessor elects to rebuild, Lessee in a timely manner shall repair or replace its fixtures, furniture, equipment and improvements to at least the condition of same prior to the damage.

9. Assignment/Subletting

- 9.1 Lessee may assign or sublet the Premises upon written approval by Lessor's Chief of Police or his designee.
- 9.2 In no event shall a sublease be allowed that would jeopardize the tax-exempt status of the City.
- 9.3 Lessor may freely assign its rights and obligations under this Lease Agreement to any third party pursuant to a Purchase and Sale Agreement, Land Contract or similar instrument.

10. Use of Premises by Lessor

- 10.1 Lessor reserves for itself and its contractors and agents the right to enter the Premises at reasonable times for the of purpose inspecting, maintaining, installation, operation and repair services.
- 10.2 Lessor may close the building which is the subject of this Lease Agreement, in whole or in part, at any time during the leasehold period. In such event, the parties understand and agree that the Lessor is not responsible to reimburse the Lessee for any construction costs paid by Lessee to improve the leasehold space.

11. Covenant of Quiet Enjoyment

- 11.1 Lessor warrants and represents that it has full authority to execute this lease for the above term. Lessor covenants that upon Lessee paying the rents and performing its covenants and duties prescribed herein, Lessee may, except as otherwise described herein, have the exclusive and reasonable right to have, hold and enjoy the leasehold.

12. Lessor's Right to Perform Lessee's Obligation

- 12.1 If Lessee defaults in the observance or performance of any term or covenant of this lease, Lessor may, without thereby waiving the default, remedy the default at Lessee's expense. If, in connection therewith, Lessor makes any expenditure or incurs any obligation for the payment of money or in instituting, prosecuting, or defending any action or proceeding commenced before or during the term of this lease, or after the expiration or termination of this lease including, but not necessarily limited to, legal expenses and attorneys' fees, Lessee shall pay to Lessor on demand the sums paid or obligations incurred together with legal fees and costs.

13. Default by Lessee

- 13.1 If the Lessee fails to pay rent when due; if the Lessee fails to perform any other obligations under this agreement within 30 days after receiving written notice of the default from the Lessor; if the Lessee makes any assignment for the benefit of creditors or a receiver is appointed for the Lessee or its property; or if any proceedings are instituted by or against the Lessee for bankruptcy (including reorganization) or under any insolvency laws, the Lessor may terminate this lease, reenter the Premises, and seek to relet the Premises on whatever terms the Lessor thinks advisable. Notwithstanding reentry by the Lessor, the Lessee shall continue to be liable to the Lessor for rent owed under this lease and for any rent deficiency that results from reletting the premises during the term of this lease. Notwithstanding any reletting without termination, the Lessor may at any time elect to terminate this lease for any default by the Lessee by giving the Lessee written notice of the termination.
- 13.2 In addition to the Lessor's other rights and remedies as stated in this lease, and without waiving any of those rights, if the Lessor deems necessary any repairs that the Lessee is required to make or if the Lessee defaults in the performance of any of its obligations under this lease, the Lessor may make repairs or cure defaults and shall not be responsible to the Lessee for any loss or damage that is caused by that action. The Lessee shall immediately pay to the Lessor, on demand, the Lessor's costs for curing any defaults, as additional rent under this lease.
- 13.3 The rights and remedies of Lessor shall be cumulative as more particularly provided at law or in equity pursuant to the laws of the State of Michigan.

14. Surrender of Leasehold Upon Termination of Lease

- 14.1 All renovations and improvements shall be at Lessee's expense and shall be considered fixtures and owned by Lessor upon termination of lease. Upon the expiration or termination of the lease, Lessee shall surrender the Premises in good order and condition, ordinary wear and tear excepted, and shall remove all of its property, fixtures, and equipment from the Premises. In removing its equipment, Lessee shall be solely liable for repairing any and all damages to the Premises. In the event that the Lessee fails to remove its equipment, and Lessor is required to do so, all costs and expenses incurred by Lessor in removing same and restoring the leasehold to useable condition shall be the financial responsibility of the Lessee.
- 14.2 If upon termination of the lease, Lessee has failed to remove its furniture, equipment, and fixtures, Lessor reserves the right to deem them abandoned and shall have the legal right to dispose of same, and costs incurred in disposing of same shall be the financial responsibility of Lessee.

15. Miscellaneous

- 15.1 This agreement shall be binding on the parties and inure to the benefit of the Lessor and Lessee and their respective successors and assigns.
- 15.2 This agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

- 15.3 This agreement shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this agreement shall not be binding upon either party except to the extent incorporated herein.
- 15.4 Any modification of this agreement or additional obligations assumed by either party in connection with this agreement shall be binding only if evidenced in a writing signed by each party or an authorized representative of each party.
- 15.5 Waiver by Lessor of any breach of any covenant of duty of Lessee under this lease is not a waiver of a breach of any other covenant of duty of Lessee or any subsequent breach of the same covenant or duty.
- 15.6 The invalidity of any portion of this agreement will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.
- 15.7 All notices to be given under this lease shall be in writing and mailed, postage prepaid, or by certified or registered mail, return receipt requested, or delivered personally or by courier delivery, or sent by telecopy (immediately followed by one of the preceding methods) to Lessor's address and Lessee's address as above stated or any other place that Lessor or Lessee may designate in a written notice given to the other parties. Notices shall be deemed served on the earlier of receipt or three (3) working days after the date of mailing.

The parties have set their hands on the day and year first above written

LESSOR
CITY OF MARQUETTE

Sally Davis, Mayor

Kyle Whitney, Clerk

APPROVED AS TO SUBSTANCE:

Karen M. Kovacs, City Manager

LESSEE
UPPER PENINSULA SUBSTANCE
ABUSE TEAM


By: PAUL CAMPBELL
Its: PC

APPROVED AS TO FORM:

Suzanne C. Larsen, City Attorney

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 8/26/2024

New Business

Schedule a Public Hearing for the FY 2025 Budget

RECOMMENDATION:

Schedule a Public Hearing for September 9, 2024, at 6:00 p.m. to review and adopt the FY 2025 Budget.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Budget 2025 PH Notice

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Marquette City Commission has made the following estimates of all expenditures which will be required to be made from the several funds of the City, and for payment of interest and indebtedness to fall due, during the fiscal year beginning October 1, 2024.

PROPOSED REVENUES AND EXPENDITURES Fiscal Year 2025

General Fund	\$	24,382,750
Major Street Fund	\$	5,034,970
Local Street Fund	\$	2,884,990
Public Art Fund	\$	86,500
Sanitation Fund	\$	2,697,740
Brownfield Funds	\$	9,105,640
Local Development Finance Authority Fund	\$	2,230,420
Public Education Government Fund	\$	20,800
Drug Forfeiture Fund	\$	93,000
Road Maintenance Fund	\$	212,390
Road Safety Fund	\$	23,600
Criminal Justice Training Fund	\$	5,120
Opioid Settlement Fund	\$	31,240
Senior Services Fund	\$	999,490
Debt Service Funds	\$	2,525,050
Capital Improvement Fund	\$	1,043,930
Tourist Park Fund	\$	969,030
Lighthouse Park Fund	\$	87,470
Fuel System Fund	\$	577,580
Stormwater Utility Fund	\$	8,056,490
Marquette Area Wastewater Treatment Fund	\$	5,263,120
Water Utility Fund	\$	6,992,570
Sewage Disposal Fund	\$	9,286,740
Presque Isle Marina Fund	\$	303,560
Cinder Pond Marina Fund	\$	326,150
Lakeview Arena Fund	\$	1,103,370
Technology Services Fund	\$	1,352,580
Municipal Service Center Fund	\$	1,530,540
Motor Vehicle Equipment Fund	\$	3,000,000
Energy Enhancements Fund	\$	2,286,840
Peter White Public Library	\$	2,299,055
Downtown Development Authority	\$	2,039,469
TOTAL ALL FUNDS	\$	96,852,194

NOTICE IS FURTHER GIVEN that a public hearing will be conducted in the City Commission Chambers at City Hall, 300 West Baraga Ave., at 6:00 p.m. on Monday, September 9, 2024. At that hearing, interested people shall have the opportunity to provide oral or written comments or ask questions concerning said proposal and the passage of the fiscal year 2025 City General Appropriations Act. A copy of the fiscal year 2025 budget, which contains detailed information on these proposed revenues and expenditures, is available in the office of the City Clerk during regular business hours, at Peter White Public Library, and on the City's website at www.marquettemi.gov. These estimates and this notice of hearing are given in accordance with the requirements of the City Charter.

The property tax millage rate proposed to be levied to support the proposed budget will be subject of this hearing. The proposed millage rates are as follows:

- The total number of ad valorem operational mills to be levied by the City of Marquette in July of 2024 is **17.5604** mills.
- The total number of ad valorem operational mills to be levied by the Peter White Public Library in July of 2024 is **1.4714** mills.
- The total number of ad valorem debt mills to be levied by the Peter White Public Library in July of 2024 is **0.3816** mills.
- The total number of ad valorem operational mills to be levied by the Downtown Development Authority in July of 2024 is **1.8558** mills.
- The total number of ad valorem operational mills to be levied by the City of Marquette Senior Services in July of 2024 is **0.3453** mills.

If you require assistance to participate in this hearing, please provide advance notice to the office of the City Clerk.

Kyle Whitney
City Clerk

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 8/26/2024

New Business **MDARD Grant Agreement**

BACKGROUND:

The City of Marquette is the recipient of a Rural Development Fund grant from the Michigan Department of Agriculture and Rural Development. The intent of this grant program is to promote the sustainability of land-based industries and support infrastructure that benefits rural communities.

The purpose of this grant is to conduct essential planning for active transportation/micromobility infrastructure. The need for this planning is underscored by the increased pressure on existing bike paths, resulting from both pedestrians and a significant surge in the usage of e-bikes and various forms of electric micromobility devices. With the funds from this grant, the City will utilize an RFP to select and hire a specialty planning firm to review existing traffic, road network, and bike route planning efforts, augmented by further data collection and analysis, to look at existing transportation networks, streets, sidewalks, and trails to determine where improvements are most needed. The study would ideally take place over the spring, summer, and fall months to capture peak pedestrian and two wheeled traffic. The end result would be a plan for bike infrastructure that can be rolled into existing City infrastructure and future development plans.

FISCAL EFFECT:

The project total is \$65,000. The grant amount is \$45,500 and will be provided on a cost reimbursement basis with a total City match of \$19,500.

RECOMMENDATION:

Approve the grant agreement with the Michigan Department of Agriculture and Rural Development and authorize the City Manager or her designee to sign.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Agreement

Grant Agreement

Regarding the

Micromobility Infrastructure Planning

Between the

Michigan Department of Agriculture and Rural
Development

and

City of Marquette

8/7/2024 8:13:16 AM

**Michigan Department of Agriculture and Rural Development
RURAL DEVELOPMENT FUND GRANT PROGRAM**

By authority granted under Act No. 119 of the Public Acts of 2023, the Michigan Department of Agriculture and Rural Development, (hereinafter the "Grantor") hereby agrees to provide the City of Marquette (hereinafter, the "Grantee") with grant assistance subject to the terms and conditions, and limitations as set forth herein.

The total amount of grant assistance hereby offered is \$45,500.00

The grant shall be effective from April 10, 2024, to February 28, 2026.

If the project is not completed in the initial period, a grant extension may be considered by the Grantor. Approval of an extension is not guaranteed and is dependent on the Grantee's compliance with the enclosed Terms and Conditions. If the Grantee requires an extension, the Grantee should contact the Grant Administrator as soon as it is evident an extension is needed. Any request for extension must be made to the Grant Administrator in writing before the expiration of the grant.

Funds will be made available for this program in accordance with the attached Terms and Conditions.

This grant is valid contingent upon the availability of funds. If the Grantor's funds are reduced by the Legislature as part of a budget reduction or reduced for any other reason, this grant may be reduced or canceled.

This grant does not commit the State of Michigan or the Department of Agriculture and Rural Development to approve requests for additional funds not contained in this grant.

Grantee accepts the grant and agrees that the funds made available through the grant will be used only as set forth herein.

Dated this __ day of __, 2024

,
City of Marquette

Dated this __ day of __, 2024

 ,

Jamie Zmitko-Somers, Director
Agriculture Development Bureau

8/7/2024 8:13:16 AM

Michigan Department of Agriculture and Rural Development
Grant Agreement

TITLE: Micromobility Infrastructure Planning

GRANTEE/ADDRESS: Sean P Hobbins
City of Marquette
300 West Baraga Ave City of
Marquette, Michigan 49855
Phone: (906) 225-8104
E-mail: shobbins@marquettetmi.gov

Authorized Signer Address If
Applicable:

PROJECT LOCATION: 300 West Baraga Ave City of
Marquette, Michigan 49855

**GRANTEE SIGMA PAYMENT
ADDRESS:** 300 West Baraga Ave City of
Marquette, Michigan 49855

**GRANT ADMINISTRATOR/
ADDRESS:** Tracey Barnes
Michigan Department of Agriculture &
Rural Development
P.O. Box 30017
Lansing, Michigan 48909
Agriculture Development Division
Phone: 517-338-4540
E-Mail: barnest5@michigan.gov

TOTAL AUTHORIZED BUDGET: \$45,500.00

8/7/2024 8:13:16 AM

GRANT NUMBER: 24*4164

ACCOUNTING TEMPLATE: 791AGDRD

I. GENERAL TERMS AND CONDITIONS

A. Record Retention

Grantee shall retain all financial reports, supporting documents and statistical records for a period of three years after the close of the grant. Grantee shall also require all subcontractors retained for the performance of this grant to retain all financial reports, supporting documents and statistical records for a period of three years after the close of the grant. The retention period starts from the date of receipt of the Final Report by the Grant Administrator. Examples of documents to be retained might include but are not limited to: original and/or electronic invoices, billings, packing slips, reports, checking account statements, accounts payable records, contracts, and sub-contracts.

B. Procurement

The Grantee agrees that all procurement transactions involving the use of funds from this grant shall be conducted in a manner that provides maximum open and free competition.

C. Grant Changes

The Grantee must obtain prior written approval for program changes from the Grant Administrator. Grant changes include:

1. Changes in substance in the program activities.
2. Additions or deletions in the project work plan or location.
3. Any single or cumulative change in the budget of 20% or more of the grant amount.

D. Regulation Compliance

The Grantee and Grantee's contractors and subcontractors are responsible for compliance with all federal and state laws and municipal ordinances and regulations that in any manner affect the work or performance of this grant and shall at all times carefully observe and comply with all rules, ordinances, and regulations.

E. Non-Discrimination Clause

In the performance of this grant, the Grantee agrees not to discriminate against any employee or applicant for employment, with respect to their hire,

8/7/2024 8:13:16 AM

tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, physical or mental disability unrelated to the individual's ability to perform the duties of the particular job or position. The Grantee further agrees that every subcontract entered into for the performance of this Grant Agreement will contain a provision requiring non-discrimination in employment, as herein specified, that is binding upon each subcontractor. This covenant is required pursuant to the Elliot Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 *et seq.*, and the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101, *et seq.* Any breach of this covenant may be regarded as default under Section J and grounds for cancelling the Grant Agreement.

F. Unfair Labor Practices

The Grantee shall abide by Act No. 278 of the Public Acts of 1980, as amended, MCL 423.321 *et seq.*

G. Liability Insurance

The Grantee shall provide and maintain insurance in an amount sufficient to protect from claims that may arise out of or result from the Grantee's operations under this grant, or for anyone whose acts they are legally liable.

H. Indemnification

Each party to this Grant Agreement must seek its own legal representation and bear its own costs in any litigation that may arise from performance of this grant. It is specifically understood and agreed that neither party will indemnify the other party in such litigation and that each party shall be responsible for any judgments entered against it.

I. Use of Material

Unless otherwise specified in this Agreement, the Grantee may release information or material developed under this Agreement, provided it is acknowledged that the State funded all or a portion of its development. The State, and federal awarding agency, if applicable, retains a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, and use in whole or in part, and authorize others to do so, any copyrightable material or research data submitted under this grant whether or not the material is copyrighted by the Grantee or another person. The Grantee will only submit materials that the State can use in accordance with this paragraph.

J. Assignability

8/7/2024 8:13:16 AM

The Grantee shall not assign this Agreement or assign or delegate any of its duties or obligations under this Agreement to any other party without the prior written consent of the State. The State does not assume responsibility regarding the contractual relationships between the Grantee and any subcontractor.

K. Iran Sanctions Act

By signing this Agreement, the Grantee is certifying that it is not an Iran linked business, and that its contractors are not Iran linked businesses, as defined in MCL 129.312.

L. Subcontracts

The State reserves the right to deny the use of any consultant, contractor, associate, or other personnel to perform any portion of the project. The Grantee is solely responsible for all contractual activities performed under this Agreement. Further, the State will consider the Grantee to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated Grant. All subcontractors used by the Grantee in performing the project shall be subject to the provisions of this Agreement and shall be qualified to perform the duties required.

M. Anti-Lobbying

If all or a portion of this Agreement is funded with federal funds, then in accordance with 2 CFR 200, as appropriate, the Grantee shall comply with the Anti-Lobbying Act, which prohibits the use of all project funds regardless of source, to engage in lobbying the state or federal government or in litigation against the State. Further, the Grantee shall require that the language of this assurance be included in the award documents of all subawards at all tiers.

If all or a portion of this Agreement is funded with state funds, then the Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of lobbying as defined in the State of Michigan's lobbying statute, MCL 4.415(2). ~~ñ~~ Lobbying means communicating directly with an official of the executive branch of state government or an official in the legislative branch of state government for the purpose of influencing legislative or administrative action. The Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of litigation against the State. Further, the Grantee shall require that language of this assurance be included in the award documents of all subawards at all tiers.

N. Conflict of Interest

8/7/2024 8:13:16 AM

No member of the legislative, judicial, or executive branch of state or federal governments or any local unit of government official shall personally benefit from this Grant Agreement. No member of the Grantee's Board of Directors, its employees, partner agencies or their families shall have any personal benefit from this Grant Agreement.

O. Cancellation

This Grant Agreement may be canceled by 30 day written notice by either party. If canceled, Grantee must provide a Final Report and invoice within 30 days of cancellation.

Cancellation or reduction of the grant by the Grantor may be for default by the Grantee, lack of further need for the service at the location named in the contract, or conviction of criminal offense(s) as set forth below.

Default is defined as the failure of the Grantee to fulfill the obligations of the Grant Agreement. In case of default by the Grantee, the Grantor may cancel the Grant Agreement immediately and all unused grant funds must be returned by the Grantee immediately. All disallowed costs and overpayments shall also be returned by the Grantee within 30 days of cancellation.

In the event the Grantor no longer needs the service specified in the grant due to department changes, changes in laws, rules or regulations, relocation of offices, or no longer has appropriations to fund the grant, the Grantor may cancel or reduce the grant by giving the Grantee written notice of such cancellation or reduction 30 days prior to the date of cancellation or reduction. All costs incurred by the Grantee between the grant cancellation or reduction notice and the cancellation or reduction date, with the exception of previously budgeted personnel costs and non-cancelable obligations, must be approved by the Grant Administrator prior to their incurrence. No costs shall be allowed after the grant has been cancelled.

The Grantor may immediately cancel the grant without further liability to the State, its departments, agencies and employees if the Grantee, an officer of the Grantee, or an owner of the Grantee is convicted of a criminal offense incident to the application for or performance of a State, public, or private contract or subcontract; or convicted of a criminal offense including but not limited to any of the following: embezzlement; theft; forgery; bribery; falsification or destruction of records; receiving stolen property; attempting to influence a public employee to breach the ethical conduct standards for State employees; violation of a state or federal antitrust statute; or any other criminal offense which in the sole discretion of the Grantor, reflects on the Grantee's business integrity.

8/7/2024 8:13:16 AM

P. Closeout

- (A) A determination of project completion, which may include a site inspection and an audit, shall be made by the State after the Grantee has met any match obligations, satisfactorily completed the activities, and provided products and deliverables described in Appendix A.
- (B) Upon issuance of final payment from the State, the Grantee releases the State of all claims against the State arising under this Agreement. Unless otherwise provided in this Agreement or by State law, final payment under this Agreement shall not constitute a waiver of the State's claims against the Grantee.
- (C) The Grantee shall immediately refund to the State any payments in excess of the costs allowed by this Agreement.

Q. Electronic Funds Transfer

Payments under this Agreement are encouraged to be processed by Electronic Funds Transfer (EFT). The Grantee can register to receive payments by EFT at the SIGMA Vendor Self Service web site (www.michigan.gov/SIGMAVSS)

R. Freedom of Information

This is a grant from public funds and records associated with it are subject to disclosure under Michigan's Freedom of Information Act.

II. SPECIAL TERMS AND CONDITIONS

A. Statement of Purpose

The City of Marquette is seeking funding to conduct essential planning for a comprehensive bike lane infrastructure project. This initiative aims to enhance community connectivity, bolster the local economy, and advance sustainability objectives. The need for this planning is underscored by the increased pressure on existing bike paths, resulting from both normal pedestrians and a significant surge in the usage of e-bikes and various forms of electric micromobility devices. The project contributes to development readiness by conducting a thorough planning and feasibility study for bike and micromobility infrastructure within the City. This includes assessing the existing conditions of streets, sidewalks, trails, and transportation networks to identify potential areas for bike lanes, dedicated paths, and other micromobility enhancements. By conducting this study, the project aims to create a comprehensive property inventory of suitable locations for implementing

8/7/2024 8:13:16 AM

bike lanes, improving pedestrian accessibility, and integrating micromobility infrastructure. These activities lay the groundwork for future development and investment in transportation infrastructure that supports safe and sustainable modes of travel, aligning with the grant's focus on preparing communities for development and investment.

B. Statement of Work

The primary outcome from this proposal will be the creation of a shovel ready plan for the implementation of bike infrastructure in the City of Marquette that can handle the increase in pedestrian, traditional bike, e-bike, e-cargo bike, and other forms of micromobility from tourists and permanent residents. The plan will ideally include a property inventory, tailored best practices targeted for a winter city with heavy tourist activity, and an action plan for a safe effective bike lane network.

Measuring the outcomes of this project will be achieved through several key performance indicators (KPIs) and evaluation methods.

Plan Completion: Completion of the proposed plan by an outside consultant with the measures included in the outcome section.

Property Inventory: Measure the completeness and accuracy of the property inventory. This could involve quantifying the number of properties included, ensuring they align with the project's objectives, and validating the relevance of each property to the overall plan.

Community Feedback: Gather feedback from residents, businesses, and tourists through surveys or public meetings. Assess their satisfaction with the proposed bike infrastructure, whether it meets their needs, and if any adjustments are necessary.

Tourist and Resident Engagement: Measure the engagement levels of tourists and permanent residents with the new bike infrastructure as it is implemented. This could include the frequency of use, user demographics, and any economic impact resulting from increased mobility.

Compliance with Best Practices: Evaluate the extent to which the proposed infrastructure aligns with tailored best practices. This assessment could involve a checklist of key criteria, such as winter readiness, accessibility, and adherence to Complete Streets principles.

8/7/2024 8:13:16 AM

Task	Completion Date
RFP for Planning Services Released	05/20/2024
RFP Responses Received and Contractor Selection	06/24/2024
Comprehensive Planning and Feasibility Study	10/07/2024
Stakeholder Engagement and Public Input	10/07/2024
Property Inventory and Site Selection	01/06/2025
Plan Completion	02/03/2025

C. Budget

This is a cost reimbursement based grant funded by state revenue. Budget details are outlined in the application approved by MDARD and will be used for any amendment consideration.

Grant Amount requested: \$45,500.00

Expense Category	Requested Funds	Match Totals	Project Total
Equipment	\$0.00	\$0.00	\$0.00
Material & Supplies	\$0.00	\$0.00	\$0.00
Contractual	\$45,500.00	\$19,500.00	\$65,000.00
Salaries/Fringe	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00
Total Budget	\$45,500.00	\$19,500.00	\$65,000.00

8/7/2024 8:13:16 AM

Match Commitment- The funds being provided under this Agreement require the Grantee to provide a funding match in order to secure a disbursement of funding. Project costs, grant amount, and match amount committed by the Grantee are identified in the Project Budget included in this Grant Agreement. If a Grantee fails to provide the match amount identified in the Grant Agreement, or if the total project cost for a completed project is less than the amount identified in the Grant Agreement, which leads to a reduction of the match amount, the Grantor may reduce the grant amount. The amount of this reduction will be communicated to the Grantee before a final grant payment is made to the Grantee. If total project costs are less than what is included in the Project Budget in the Grant Agreement, the Grantor will typically reduce the grant payment amount to a level that equals the percentage of the project identified in the proposed Project Budget that would have been funded by the grant payment. Under no circumstances will a grant payment be made if the Grantee fails to provide at least a 30 percent match.

Equipment - The Grantee is prohibited from selling or transferring ownership of any equipment purchased through this Grant Agreement for a period of three years after the receipt of the final grant payment for this project, or the useful life of that equipment without the prior written approval of the Grantor. If a Grantee sells the equipment, the Grantee must repay to the Grantor an amount equal to the grant funding received for that equipment as part of this Grant Agreement.

D. Payment and Reporting Schedule

Payments will not be made until reports have been received by the Grant Administrator as required in Section II-D. Grantee's invoice must include a reconciliation of actual expenses incurred during the reporting period for reimbursement.

8/7/2024 8:13:16 AM

Report	Due Date	Reimbursement	Requirments
First Performance Report Period 4/10/2024 ĩ 8/16/2024	August 30, 2024	Reimbursement of up to 90% of the grant award is available. MDARD will hold at a minimum, 10% of the grant award, until the final performance report and final site visit are complete	REQUIRED ĩ Submit Performance Report with an invoice to MDARD, include copies of all paid receipts and invoices w/proof of payment.
DUE 9/15/2024 ĩ Payables Report	By September 15, 2024, Grantee shall submit an estimated billing for expenditures incurred and not reimbursed for in the fiscal year ending September 30, 2024. Send to mda-grants@michigan.gov . Also, please add your company name on the subject line when you reply with your estimate.		
Second Performance Report Period 8/16/2024 ĩ 4/30/2025	May 16, 2025	Reimbursement of up to 90% of the grant award is available. MDARD will hold at a minimum, 10% of the grant award, until the final performance report and final site visit are complete	REQUIRED ĩ Submit Performance Report with an invoice to MDARD, include copies of all paid receipts and invoices w/proof of payment.
DUE 9/15/2025 ĩ Payables Report	By September 15, 2025, Grantee shall submit an estimated billing for expenditures incurred and not reimbursed for in the fiscal year ending September 30, 2025. Send to mda-grants@michigan.gov . Include your company name on the subject line when you reply with your estimate.		
Third Performance Report Period 5/1/2025 ĩ 10/31/2025	November 17, 2025	Reimbursement of up to 90% of the grant award is available. MDARD will hold at a minimum, 10% of the grant award, until the final performance report and final site visit are complete	REQUIRED ĩ Submit Performance Report with an invoice to MDARD, include copies of all paid receipts and invoices w/proof of payment.
Final Performance Report Period 4/10/2024 ĩ 2/28/2026	March 17, 2026	Reimbursement of remaining balance of total grant amount	REQUIRED - Submit Final Report with invoice to MDARD; include copies of all paid receipts and invoices.

8/7/2024 8:13:16 AM

E. Audit

The project will be subject to audit by the State who may review the adequacy of the financial management/reporting system during or at any time subsequent to the award.

F. Additional Information

MDARD may impose sanctions if the sub-recipient fails to adhere to any of the audit requirements in the grant. In cases of continued inability or unwillingness to comply with audit requirements, MDARD may impose sanctions such as:

- ¶ Withholding a percentage of the award until the audit is completed satisfactorily;
- ¶ Withholding or disallowing overhead costs;
- ¶ Suspending future awards until the audit is conducted; or
- ¶ Terminating the grant or contract.

You can complete your reports through the MiAgGrants system. Invoice to MDARD and supporting financial information may be sent in a PDF document.

NOTE: The recipient must notify MDARD if the status of organization changes during the fiscal year.

8/7/2024 8:13:16 AM