

## City of Marquette, MI



### Meeting Agenda City Commission

**Monday, September 26, 2022**  
**6:00 PM**  
**Commission Chambers**

300 West Baraga Ave  
Marquette, Michigan 49855

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

#### **Approval of the Agenda**

#### **Announcements**

#### **Boards and Committees**

##### **1. Appointment(s)**

George Patrick Jr., Board of Zoning Appeals, for an unexpired term ending 02-15-24  
James Breitenbach, Traffic-Parking Advisory Committee, for an unexpired term ending 05-30-25

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

#### **Presentation(s)**

##### **2. Arts and Culture Advisory Committee, by Madeline Arquette**

#### **Public Hearing(s)**

##### **3. Budget and General Appropriations Act - FY 2023 - Roll Call Vote**

##### **4. Consent Agenda**

**4.a.** Approve the minutes of the September 12, 2022 special Commission meeting

**4.b.** Approve the minutes of the September 12, 2022 regular Commission meeting

**4.c.** Approve the total bills payable in the amount of \$ 2,745,501.61

**4.d.** 2022 Fire Prevention Week Proclamation

**4.e.** Community Development Block Grant Consultant

**4.f.** Fire Department Turnout Gear

**4.g.** KBIC Funding for the YMCA

**4.h.** Marquette Board of Light and Power – Lease Agreement

**4.i.** Presque Isle Dredging Project - MOU

**4.j.** Presque Isle Marina - Construction Services

- 4.k. Purchase of 96-gallon Recycling Carts
- 4.l. Sault Ste. Marie Tribe of Chippewa Indians Funding for the YMCA
- 4.m. Schedule Public Hearing - Water Ordinance
- 4.n. Wastewater and Water Treatment Chemicals

### **New Business**

- 5. Budget Adjustment - Fiscal Year End 2022
- 6. City Attorney Evaluation
- 7. City Manager Evaluation
- 8. Contract for Community Master Plan Update

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

**Comments from the Commission**

**Comments from the City Manager**

**Adjournment**

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**Kyle Whitney, City Clerk**

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

**City of Marquette, MI**

300 West Baraga Avenue  
Marquette, MI 49855

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**Agenda Date:** 9/26/2022

**Public Hearing(s)**

**Budget and General Appropriations Act - FY 2023 - Roll Call Vote**

**BACKGROUND:**

The City Commission held a budget conference on August 25, 2022. Tonight, a Public Hearing is scheduled to receive public comment on the proposed Fiscal Year 2023 Budget. Following this input, the Commission should consider any changes it wishes to make to the budget.

**FISCAL EFFECT:**

A balanced budget has been presented.

**RECOMMENDATION:**

Adopt the Fiscal Year 2023 Budget and General Appropriations Act.

**ALTERNATIVES:**

As determined by the Commission.

**ATTACHMENTS:**

Description

- ▣ FY 2023 General Appropriations Act

**CITY OF MARQUETTE**  
**GENERAL APPROPRIATIONS ACT**  
September 26, 2022  
For the Fiscal Period Beginning October 1, 2022  
and Ending September 30, 2023

WHEREAS, Public Act 621 of 1978 of the State of Michigan and Chapter 7 of the City Charter require City Commission adoption of a Budget Plan for the forthcoming Fiscal Year; and

WHEREAS, a Tentative Budget for Fiscal Year 2023 was prepared and submitted by the City Manager to the City Commission on August 25, 2022; and

WHEREAS, the City Commission has reviewed and revised the Tentative Budget through a series of work sessions, special meetings, and public hearings, and has caused the formulation of a Proposed Budget; and

WHEREAS, a Public Hearing on the Proposed Budget was duly called, publicized, and held on September 26, 2022.

NOW, THEREFORE, BE IT RESOLVED, that this Commission hereby makes and adopts the following estimates of all revenues and all expenditures of the several funds of the City for the Fiscal Year beginning October 1, 2022, and for the payment of interest and indebtedness to fall due during the year for the following functions and purposes respectively:

**GENERAL FUND**

|               |              |
|---------------|--------------|
| Revenues:     | \$24,136,670 |
| Expenditures: | \$24,136,670 |

**MAJOR STREET AND TRUNKLINE FUND**

|               |              |
|---------------|--------------|
| Revenues:     | \$ 4,905,740 |
| Expenditures: | \$ 4,905,740 |

**LOCAL STREET FUND**

|               |              |
|---------------|--------------|
| Revenues:     | \$ 3,276,280 |
| Expenditures: | \$ 3,276,280 |

**PUBLIC ART FUND**

|               |           |
|---------------|-----------|
| Revenues:     | \$ 30,400 |
| Expenditures: | \$ 30,400 |

**SANITATION FUND**

|               |              |
|---------------|--------------|
| Revenues:     | \$ 2,395,890 |
| Expenditures: | \$ 2,395,890 |

**BROWNFIELD FUNDS**

|               |              |
|---------------|--------------|
| Revenues:     | \$ 6,514,840 |
| Expenditures: | \$ 6,514,840 |

**LOCAL DEVELOPMENT FINANCE AUTHORITY FUND**

|               |              |
|---------------|--------------|
| Revenues:     | \$ 1,498,880 |
| Expenditures: | \$ 1,498,880 |

**PUBLIC EDUCATION GOVERNMENT FUND**

|               |           |
|---------------|-----------|
| Revenues:     | \$ 21,050 |
| Expenditures: | \$ 21,050 |

**DRUG FORFEITURE FUND**

|               |            |
|---------------|------------|
| Revenues:     | \$ 100,000 |
| Expenditures: | \$ 100,000 |

**ROAD MAINTENANCE FUND**

|               |            |
|---------------|------------|
| Revenues:     | \$ 784,900 |
| Expenditures: | \$ 784,900 |

**ROAD SAFETY FUND**

|               |            |
|---------------|------------|
| Revenues:     | \$ 273,550 |
| Expenditures: | \$ 273,550 |

**CRIMINAL JUSTICE TRAINING FUND**

|               |          |
|---------------|----------|
| Revenues:     | \$ 3,600 |
| Expenditures: | \$ 3,600 |

**SENIOR SERVICES FUND**

|               |            |
|---------------|------------|
| Revenues:     | \$ 967,560 |
| Expenditures: | \$ 967,560 |

**DEBT SERVICE FUNDS**

|               |              |
|---------------|--------------|
| Revenues:     | \$ 2,825,150 |
| Expenditures: | \$ 2,825,150 |

**TOURIST PARK FUND**

|               |            |
|---------------|------------|
| Revenues:     | \$ 502,000 |
| Expenditures: | \$ 502,000 |

**LIGHTHOUSE PARK FUND**

|               |           |
|---------------|-----------|
| Revenues:     | \$ 79,520 |
| Expenditures: | \$ 79,520 |

**FUEL SYSTEM FUND**

|               |            |
|---------------|------------|
| Revenues:     | \$ 565,480 |
| Expenditures: | \$ 565,480 |

**STORM WATER UTILITY FUND**

|               |              |
|---------------|--------------|
| Revenues:     | \$ 8,733,070 |
| Expenditures: | \$ 8,733,070 |

**MARQUETTE AREA WASTEWATER TREATMENT FACILITY FUND**

|               |              |
|---------------|--------------|
| Revenues:     | \$ 4,662,520 |
| Expenditures: | \$ 4,662,520 |

**WATER FUND**

|               |              |
|---------------|--------------|
| Revenues:     | \$ 6,763,740 |
| Expenditures: | \$ 6,763,740 |

**SEWER FUND**

|               |              |
|---------------|--------------|
| Revenues:     | \$ 8,631,000 |
| Expenditures: | \$ 8,631,000 |

**PRESQUE ISLE MARINA FUND**

|               |            |
|---------------|------------|
| Revenues:     | \$ 363,410 |
| Expenditures: | \$ 363,410 |

**CINDER POND MARINA FUND**

|               |            |
|---------------|------------|
| Revenues:     | \$ 354,860 |
| Expenditures: | \$ 354,860 |

**LAKEVIEW ARENA FUND**

|               |              |
|---------------|--------------|
| Revenues:     | \$ 1,166,260 |
| Expenditures: | \$ 1,166,260 |

**TECHNOLOGY SERVICES FUND**

|               |              |
|---------------|--------------|
| Revenues:     | \$ 1,213,920 |
| Expenditures: | \$ 1,213,920 |

**MUNICIPAL SERVICE CENTER FUND**

|               |              |
|---------------|--------------|
| Revenues:     | \$ 1,477,190 |
| Expenditures: | \$ 1,477,190 |

**MOTOR VEHICLE EQUIPMENT FUND**

|               |              |
|---------------|--------------|
| Revenues:     | \$ 3,410,900 |
| Expenditures: | \$ 3,410,900 |

**ENERGY ENHANCEMENTS FUND**

|               |              |
|---------------|--------------|
| Revenues:     | \$ 2,326,890 |
| Expenditures: | \$ 2,326,890 |

**PETER WHITE PUBLIC LIBRARY**

|               |              |
|---------------|--------------|
| Revenues:     | \$ 2,125,430 |
| Expenditures: | \$ 2,125,430 |

**DOWNTOWN DEVELOPMENT AUTHORITY**

|               |              |
|---------------|--------------|
| Revenues:     | \$ 1,680,349 |
| Expenditures: | \$ 1,680,349 |

BE IT FURTHER RESOLVED, that this Commission has estimated the revenue which will be forthcoming during Fiscal Year 2023 and has determined the amount necessary to balance the General Fund Budget to be the sum of \$11,299,070; and has determined the amount necessary to balance the Peter White Public Library Budget to be the sum of \$984,030; and has determined the amount necessary to balance the Senior Services Fund Budget to be the sum of \$229,990; and

BE IT FURTHER RESOLVED, that in accordance with the Public Notification provisions of Act 5 of 1982 of the State of Michigan, the sum of \$11,299,070 is hereby fixed as the amount to be raised by Real and Personal Taxes for the 2023 Fiscal Year for the General Fund (a millage rate of 17.5604 mills); the sum of \$242,090 is hereby fixed as the amount to be raised by Real and Personal Taxes for the 2023 Fiscal Year for the 2017 Library Improvement Debt Fund (a millage rate of 0.3286 mills); the sum of \$984,030 is hereby fixed as the amount to be raised by Real and Personal Property Taxes for the 2023 Fiscal Year for the Peter White Public Library (a millage rate of 1.4714 mills); the sum of \$229,990 is hereby fixed as the amount to be raised by Real and Personal Property Taxes for the 2023 Fiscal Year for the Senior Services Fund (a millage rate of 0.3453 mills); and the sum of \$67,319 is hereby fixed as the amount to be raised from an operational millage for the 2023 Fiscal Year for the Downtown Development Authority (a millage of 1.8558 mills); and

BE IT FURTHER RESOLVED that all transfers between appropriations to the various functions may be made only by further action of the Commission, pursuant to the provisions of the Michigan Uniform Accounting and Budgeting Act.

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Jennifer A. Smith, Mayor

**City of Marquette, MI**

300 West Baraga Avenue  
Marquette, MI 49855

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**Agenda Date: 9/26/2022**

**Consent Agenda**

**Approve the minutes of the September 12, 2022 special Commission meeting**

**ALTERNATIVES:**

As determined by the Commission.

**ATTACHMENTS:**

Description

- ▣ Sep. 12 SM Minutes



**City of Marquette, MI**  
300 West Baraga Ave  
Marquette, Michigan 49855  
**Meeting Minutes**  
**City Commission**

**SPECIAL MEETING MINUTES**

**Monday, September 12, 2022**

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**Special Meeting**

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

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

**Approval of the Agenda**

Commissioner Jessica Hanley moved to Approve the agenda as presented, seconded by Commissioner Evan Bonsall and Carried Unanimously.

**Announcements**

There were no announcements.

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

There were no public comments at this point.

**1. Consent Agenda**

Commissioner Evan Bonsall moved to Approve the Consent Agenda, seconded by Commissioner Jessica Hanley and Carried Unanimously.

**1.a.** Approve the minutes of the August 29, 2022 regular Commission meeting

**New Business**

**2. Water, Sewer and Stormwater Rate Update**

Mayor Jenna Smith arrived at 4:20 p.m.

Collin Drat, from Raftelis, walked the City Commission through a presentation about the current state of the City's utility funds. Mr. Drat focused on forecasts for revenues, expenditures and capital outlay related to the water, wastewater and sewer funds, as well as projections for these various funds into future years.

He said that based on the most recent data, his firm was recommending monthly increases that are much lower than what had been anticipated. The proposal, he

said, would increase the average homeowner's monthly bill -- for all City utilities -- by just over \$4 in the coming fiscal year.

Following the presentation, City Manager Karen Kovacs discussed the City's Advanced Metering Infrastructure program, and indicated that the plan is to ultimately give residents access to the individual usage data from their meter. Ms. Kovacs provided a utility budget report to the Commission, as well as a document comparing water/wastewater bills from other Upper Peninsula municipalities.

Commission discussion ensued, with Commissioners expressing concern about the possible overall impact of even minor increases over the course of a decade, but expressed appreciation that the timeframe allows for the impact to be lessened as necessary increases are smoothed over years. Commissioners talked about climate concerns, a need to prepare City infrastructure for rare and damaging storm events, rate impacts on residential shutoffs, and customer assistance programs.

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

There were no public comments at this point.

#### **Comments from the Commission**

There were no additional Commissioner comments at this point.

#### **Comments from the City Manager**

The City Manager had no closing comments.

#### **Adjournment**

Mayor Smith adjourned the meeting at 5:43 p.m.

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**Jennifer A. Smith, Mayor**

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**Kyle Whitney, City Clerk**

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**City of Marquette, MI**

300 West Baraga Avenue  
Marquette, MI 49855

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**Agenda Date:** 9/26/2022

**Consent Agenda**

**Approve the minutes of the September 12, 2022 regular Commission meeting**

**ALTERNATIVES:**

As determined by the Commission.

**ATTACHMENTS:**

Description

- ▣ Sep. 12 RM minutes



## City of Marquette, MI

300 West Baraga Ave  
Marquette, Michigan 49855

### Meeting Minutes City Commission

**Monday, September 12, 2022**  
**6:00 PM**  
**Commission Chambers**

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

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

#### **Approval of the Agenda**

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

#### **Announcements**

Mayor Smith had no announcements.

#### **Boards and Committees**

##### **1. Appointment(s)**

Peter Felsman, Arts and Culture Advisory Committee, for an unexpired term ending 06-01-25

Commissioner Evan Bonsall moved to Approve the appointment as listed, seconded by Mayor Pro Tem Cody Mayer and Carried Unanimously.

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

Carol Manning spoke about plans for the City to construct a multi-use path on Wilson Street, between McClellan and the highway, stating that this would be a beneficial project.

Angela Rayhorn spoke about watching a film locally that focused on issues related to the extortion of children. She said she knew of kids locally that are attempting to honor a classmate that recently died in a related situation and said she thought the City Commission or school board could assist them.

LR Swadley spoke about the recent completion of the Harlow Farms Development and supported the concept of the multi-use path, mentioned by Carol Manning.

Margaret Brumm spoke about an art show that she recently organized, which focused on garbage around Marquette. She said the art is available if people want to use it for educational purposes.

## 2. Consent Agenda - Roll Call Vote

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

**2.a.** Approve the total bills payable in the amount of \$ 2,916,887.47

**2.b.** Application for License to Use City Property Adjacent to 110 W. Hewitt Avenue

**2.c.** Historic United States Coast Guard Station Building Rehabilitation Resolution- Roll Call Vote

**2.d.** Schedule a Public Hearing- Rezoning Parcel of NMU Owned Property

**2.e.** Schedule a Public Hearing- FY 2023 Budget

**2.f.** Schedule a Public Hearing- Rezoning Request for 221 and 225 W. Park Street

## New Business

### 3. MEDC Grant - Community Master Plan Update

Commissioner Evan Bonsall moved to Approve the acceptance of the grant and direct the City Manager to execute the contract, seconded by Mayor Pro Tem Cody Mayer and Carried Unanimously.

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

Angela Rayhorn said that recent experiences, including a very busy City Planning Commission meeting and a listening tour related to civic education, have led her to want to start a local civic engagement/government club in the schools.

Carol Manning spoke about why she believes a multi-use path on Wilson would be beneficial.

Margaret Brumm talked about the amount of time she spends picking up garbage, and talked about the frustrations related to garbage in specific locations in the area.

## Comments from the Commission

**Mayor Pro Tem Mayer** had no comments.

**Commissioner Hill** spoke about utility rates, new recycling carts, banned books week and an upcoming local meeting of the Michigan Public Service Commission.

**Commissioner Stonehouse** congratulated the Harlow Farms developers on the completion of the long-term project and on the impact that it has made on that neighborhood.

**Commissioner Bonsall** talked about the importance of planning from the outset of a project for the integration of all types of pedestrian traffic. He also talked about the importance of civic engagement and education, advocated for a City youth advisory council, and highlighted the importance of the upcoming City Master Planning process.

**Commissioner Davis** also congratulated the Harlow Farms developers. She also praised the Planning Commission, as well as the City's planning staff, for highly publicized and detailed conversations that they have had recently.

**Commissioner Hanley** discussed the process for the rollout of the new recycling carts and said she liked the idea of a youth advisory council.

**Mayor Smith** said there are four finalists for the job of NMU President, and the candidates will be announced and interviewed in the near future. She cautioned people to be careful on the roads, especially now that school is back in session.

### **Comments from the City Manager**

City Manager Karen Kovacs said that the previously discussed multi-use path has been included in the City's Capital Improvements Plan for a few years, and is evaluated annually, but that budget constraints have kept it from being completed thus far. She said the new recycling carts will be distributed throughout the week, and reminded residents that her community office hours will be held this Wednesday at the Peter White Public Library.

### **Adjournment**

Mayor Smith adjourned the meeting at 6:43 p.m.

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**Jennifer A. Smith, Mayor**

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**Kyle Whitney, City Clerk**

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**City of Marquette, MI**

300 West Baraga Avenue  
Marquette, MI 49855

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**Agenda Date:** 9/26/2022

**Consent Agenda**

**2022 Fire Prevention Week Proclamation**

**ALTERNATIVES:**

As determined by the Commission.

**ATTACHMENTS:**

Description

- ▣ 2022 Fire Prevention Week Proclamation



## *Fire Prevention Week – October 9-15, 2022*

### *2022 Proclamation*

**WHEREAS**, the city of Marquette, Michigan is committed to ensuring the safety and security of all those living in and visiting our state; and,

**WHEREAS**, fire is a serious public safety concern both locally and nationally, and homes are the locations where people are at greatest risk from fire; and,

**WHEREAS**, home fires caused 2,580 civilian deaths in the United States in 2020, according to the National Fire Protection Association® (NFPA®), and fire departments in the United States responded to 356,500 home fires; and,

**WHEREAS**, smoke alarms sense smoke well before you can, alerting you to danger in the event of fire in which you may have as little as two minutes to escape safely; and,

**WHEREAS**, working smoke alarms cut the risk of dying in reported home fires in half; and,

**WHEREAS**, Marquette’s residents should be sure everyone in the home understands the sounds of the smoke alarms and knows how to respond; and,

**WHEREAS**, Marquette’s residents who have planned and practiced a home fire escape plan are more prepared and will therefore be more likely to survive a fire; and,

**WHEREAS**, Marquette’s residents will make sure their smoke and carbon monoxide (CO) alarms meet the needs of all their family members, including those with sensory or physical disabilities; and,

**WHEREAS**, Marquette’s first responders are dedicated to reducing the occurrence of home fires and home fire injuries through prevention and protection education; and,

**WHEREAS**, Marquette’s residents that are responsive to public education measures are better able to take personal steps to increase their safety from fire, especially in their homes; and,

**WHEREAS**, the 2022 Fire Prevention Week™ theme, “Fire won’t wait. Plan your escape.™,” effectively serves to remind Michigan it is important to have a home fire escape plan.

**THEREFORE**, I Jenna A. Smith, Mayor of Marquette, Michigan do hereby proclaim October 9-15, 2022, as Fire Prevention Week throughout this city, and I urge all the people of Marquette to plan and practice a home fire escape for Fire Prevention Week 2022, and to support the many public safety activities and efforts of Marquette’s fire and emergency services.

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Jennifer A. Smith, Mayor

## City of Marquette, MI

300 West Baraga Avenue  
Marquette, MI 49855

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**Agenda Date:** 9/26/2022

### **Consent Agenda** **Community Development Block Grant Consultant**

#### **BACKGROUND:**

The City of Marquette is currently working with the Michigan Economic Development Corporation (MEDC) to obtain a Community Development Block Grant (CDBG) in the amount of \$8 million for the demolition of a portion of the former Marquette General Hospital owned by the Northern Michigan University Foundation. The City has received a letter of intent from the MEDC for these funds and is in the process of completing the extensive application.

A component of the CDBG application is an Environmental Assessment which, in addition to other deliverables listed in the contract, includes a demonstration of compliance in the following eleven categories: historic properties, floodplain management and wetland protection, site contamination, coastal zone management, sole source aquifers, endangered species, wild and scenic rivers, air quality, farmlands protection, HUD environmental standards, and environmental justice.

City staff have identified Mac McClelland with Mac Consulting Service, LLC, as a qualified consultant for the Environmental Review and are recommending approval of the attached contract, pending review from the MEDC CDBG team.

#### **FISCAL EFFECT:**

The cost of the services will be reimbursable under the Community Development Block Grant.

#### **RECOMMENDATION:**

Approve the contract with Mac Consulting Service, LLC, in the amount of \$11,320, allow the City Manager to use a 10 percent contingency for any unknown circumstances, and authorize the City Manager or her designee to sign the contract, contingent upon final approval of qualifications by the MEDC CDBG team.

#### **ALTERNATIVES:**

As determined by the Commission.

#### **ATTACHMENTS:**

Description

- ▣ Contract



**Mac McClelland**  
**Mac Consulting Service LLC**  
8334 Outer Drive South  
Traverse City, Michigan 49685  
[mactc@charter.net](mailto:mactc@charter.net)  
231.633.6303

July 20, 2022

Karen Kovacs, City Manager  
City of Marquette  
[kkovacs@marquettemi.gov](mailto:kkovacs@marquettemi.gov)

Sean Hobbins, Asst City Manager  
City of Marquette  
[shobbins@marquettemi.gov](mailto:shobbins@marquettemi.gov)

Suzanne Larsen, City Attorney  
City of Marquette  
[slarsen@marquettemi.gov](mailto:slarsen@marquettemi.gov)

**SUBJECT: PROPOSAL – CDBG ENVIRONMENTAL REVIEW  
FORMER HOSPITAL REDEVELOPMENT**

Dear Karen, Sean, and Suzanne:

Mac Consulting Service LLC is pleased to present this proposal for conducting the Environmental Review for the Community Development Block Grant (CDBG) for Blight Elimination on behalf of the City of Marquette for the redevelopment of the former hospital. Mac Consulting Service LLC will prepare and facilitate approval of the CDBG Environmental Review under 24 CFR PART 58, consistent with the procedures and requirements of the Michigan Economic Development Corporation (MEDC).

#### **BACKGROUND**

The City of Marquette has been working with the Northern Michigan University Foundation and the MEDC to secure \$8 million in CDBG Blight Elimination funding to support the redevelopment of the former Marquette General Hospital. MEDC has set aside the funding allocation, pending the Environmental Review and other project documentation.

#### **PROPOSED SCOPE OF WORK**

The scope of work includes conducting and facilitating approval of the Environmental Review for the CDBG Blight Elimination Grant. The scope does not include the overall administration and facilitation for the CDBG grant, which is presumed to be conducted either by the City or a Certified Grant Administrator.

The Environmental Review process for CDBG funding includes three primary components: Preliminary Review; Environmental Assessment; and Notices and Findings

#### **TASK 1: START UP**

The Environmental Review Startup Process include completion of three required forms:

##### **FORM 5-A: ASSUMPTION AUTHORITY**

Describes the Responsible Entity (the City of Marquette), commitment to maintain the Environmental Review Record; Limitations on Activities Pending Clearance (see FORM 5-C), and the Certifying Officer Designation (the Chief Elected Official).

**FORM 5-B: LEVEL OF ENVIRONMENTAL REVIEW DETERMINATION**

A Project Description is prepared to detail all project activities, outline the scope of work, estimate costs, identify existing conditions, and include photographs, maps, drawings, renderings and maps. Based on the Project Description, a determination is made for the Level of Environmental Review.

**FORM 5-C: EXEMPT ACTIVITIES DOCUMENTATION AND CERTIFICATION**

There are some categories that are exempt, including Environmental Review, Administrative and Management Activities, Inspections, and Engineering and Design. These costs will be outlined in ER-FORM 5-C EXEMPT CERTIFICATION and submitted to MEDC for expenses that may be incurred prior to the completion of the Environmental Review process and reimbursed through CDBG funding.

The Startup Packet is submitted to MEDC for a determination of compliance and to issue a Notice to Proceed with the Environmental Review process.

**Estimated Cost: \$1,200**

**TASK 2: ENVIRONMENTAL REVIEW**

The Environmental Review process is a relatively extensive process to gather information on and evaluate impact of potential environment considerations for the proposed project.

The following are the categories of federal laws and authorities requiring documentation and demonstration of compliance:

1. Historic properties: Requires sign from SHPO and consultation with federally-recognized Indian tribes.
2. Floodplain management and wetland protection: If a project is located in a floodplain or in a wetland, an 8-step decision making process must be completed.
3. Site Contamination: Previous Environmental Site Assessments
4. Coastal zone management.
5. Sole source aquifers.
6. Endangered species: There is significant documentation required for the Long-Eared Bat
7. Wild and scenic rivers.
8. Air quality.
9. Farmlands protection.
10. HUD environmental standards: HUD environmental standards include noise abatement and control; explosive and flammable operations; hazardous, toxic, or radioactive materials and substances; and airport clear zones and accident potential zones.
11. Environmental justice.

The Environmental Assessment (EA) (Form 5-H) also includes the following:

1. An environmental finding determination, either a Finding of No Significant Impact (FONSI) or a Finding of Significant Impact.
2. Statement of purpose and need for the proposal.
3. Description of the proposal.
4. Existing conditions and trends.
5. An environmental assessment checklist that evaluates the significance of the effects of the proposal on the character, features, and resources of the project area. This checklist includes the other requirements listed in §58.6.
6. A summary of findings and conclusions that describes alternatives to the proposed action including the no action alternative, mitigation measures recommended, additional studies performed, and a list of persons or agencies consulted

**Estimated Cost: \$8,800**

### **TASK 3: NOTICES AND FINDINGS**

Based on the results of the Environmental Review, a Combined Notice of Finding of No Significant Impact and Notice of Intent/Request for Release of Funds is prepared and published in the Mining Journal and prominently displayed at City Hall, U.S. Post Office and the Peter White Library, as well as in the project area. Notices are also sent to the USEPA, EGLE and MEDC, as well as any agencies, individuals and groups known to be interested in the project.

There is an 18 day local public comment period and a 15 day State comment period once the Combined Notice is published.

**Estimated Cost: \$1,320**

The scope of work includes one trip to Marquette for site reconnaissance required under the Environmental Review but does not include other travel for City Commission and other meetings. Additional meetings would be billed on a time and materials basis, with an estimate cost per trip at approximately \$2,000.

### **SCHEDULE**

Mac Consulting Service LLC will begin work as soon as authorized. The Environmental Review process typically takes about four months. We will work with you to meet any reasonable timeline to initiate and complete the project.

### **TERMS**

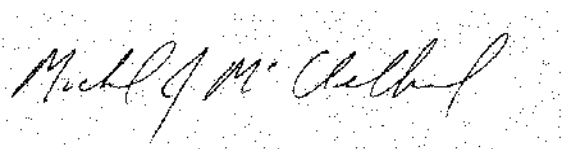
The work will be completed and invoiced as described herein in accordance with the attached project Terms and Conditions. Additional work beyond the scope provided in this proposal will only be executed upon your authorization.

Following your review and acceptance of our proposal, please sign and return the attached project authorization form authorizing Mac Consulting Service LLC to work on this project.

We thank you for the opportunity to provide our proposal for your review and consideration. If you have any questions or concerns, please do not hesitate to contact us.

Sincerely,

**MAC CONSULTING SERVICE, LLC.**

A handwritten signature in black ink, appearing to read "Mac McClelland", is written over a faint, dotted rectangular background.

Mac McClelland  
Manager

### AUTHORIZATION TO PROCEED

Karen Kovacs, City Manager    Sean Hobbins, Asst City Manager    Suzanne Larsen, City Attorney  
City of Marquette                      City of Marquette                      City of Marquette  
[kkovacs@marquettetmi.gov](mailto:kkovacs@marquettetmi.gov)    [shobbins@marquettetmi.gov](mailto:shobbins@marquettetmi.gov)    [slarsen@marquettetmi.gov](mailto:slarsen@marquettetmi.gov)

Your signature, or an authorized representative's signature, on this form will provide authorization for Mac Consulting Services, LLC to proceed in accordance with our attached standard Contract Terms and Conditions and constitute acknowledgement of the scope of services described in the proposal dated July 20, 2022.

### PROJECT DESCRIPTION / COST

Environmental Review, CDBG Blight Elimination, Former Hospital Redevelopment. Cost will be billed on a time and materials basis, with the following estimated costs.

| Task                                                  | Estimated Cost |
|-------------------------------------------------------|----------------|
| <b>Environmental Review – CDBG Blight Elimination</b> |                |
| Task 1: STARTUP                                       | \$1,200        |
| Task 2: ENVIRONMENTAL REVIEW                          | \$8,800        |
| Task 3: NOTICES AND FINDINGS                          | \$1,320        |
| TOTAL                                                 | \$11,320       |

Please sign below and return a copy of this document via email to [mactc@charter.net](mailto:mactc@charter.net).

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Email: \_\_\_\_\_

Date: \_\_\_\_\_

**Estimated Time and Cost - Environmental Review: CDBG Blight Elimination**  
**Former Hospital Redevelopment**  
**Mac Consulting Service, LLC**

|                                         | Estimated<br>Hours | Estimated<br>Cost | Travel       | Hotel        | Estimated<br>Cost | Estimated<br>Task Total<br>Cost |
|-----------------------------------------|--------------------|-------------------|--------------|--------------|-------------------|---------------------------------|
|                                         |                    | \$120             |              |              |                   |                                 |
| <b>TASK 1: START UP</b>                 |                    |                   |              |              |                   | <b>\$1,200</b>                  |
| Form 5-A Assumption Authority           | 1.0                | \$120             |              |              | \$120             |                                 |
| Form 5-B Level of Env Review            | 1.0                | \$120             |              |              | \$120             |                                 |
| Project Information                     | 6.0                | \$720             |              |              | \$720             |                                 |
| Form 5-C Exempt Certification           | 1.0                | \$120             |              |              | \$120             |                                 |
| Submittal to MEDC                       | 1.0                | \$120             |              |              | \$120             |                                 |
| <b>TASK 2: ENVIRONMENTAL REVIEW</b>     |                    |                   |              |              |                   |                                 |
| <b>Compliance</b>                       |                    |                   |              |              |                   | <b>\$8,800</b>                  |
| Field Visit                             | 15.0               | \$1,800           | \$388        | \$132        | \$2,320           |                                 |
| Historic Properties                     | 10.0               | \$1,200           |              |              | \$1,200           |                                 |
| Floodplan                               | 2.0                | \$240             |              |              | \$240             |                                 |
| Wetlands                                | 1.0                | \$120             |              |              | \$120             |                                 |
| Coastal Zone Management                 | 0.5                | \$60              |              |              | \$60              |                                 |
| Water Quality                           | 0.5                | \$60              |              |              | \$60              |                                 |
| Endangered Species                      | 10.0               | \$1,200           |              |              | \$1,200           |                                 |
| Wild and Scenic Rivers                  | 0.5                | \$60              |              |              | \$60              |                                 |
| Air Quality                             | 1.5                | \$180             |              |              | \$180             |                                 |
| Farmlands Protection                    | 0.5                | \$60              |              |              | \$60              |                                 |
| Thermal/Explosive                       | 0.5                | \$60              |              |              | \$60              |                                 |
| Noise Control                           | 5.0                | \$600             |              |              | \$600             |                                 |
| Airport Clear Zones                     | 0.5                | \$60              |              |              | \$60              |                                 |
| Environmental Justice                   | 0.5                | \$60              |              |              | \$60              |                                 |
| Contaminated Sites                      | 2.0                | \$240             |              |              | \$240             |                                 |
| Flood Insurance                         | 0.5                | \$60              |              |              | \$60              |                                 |
| Coastal Barriers                        | 0.5                | \$60              |              |              | \$60              |                                 |
| Airport Clear Zone Notification         | 0.5                | \$60              |              |              | \$60              |                                 |
| Water Quality                           | 0.5                | \$60              |              |              | \$60              |                                 |
| Solid Waste Disposal                    | 0.5                | \$60              |              |              | \$60              |                                 |
| Fish and Wildlife                       | 0.5                | \$60              |              |              | \$60              |                                 |
| Stormwater                              | 1.0                | \$120             |              |              | \$120             |                                 |
| State Statues                           | 3.0                | \$360             |              |              | \$360             |                                 |
| <b>Environmental Assessment Factors</b> |                    |                   |              |              |                   |                                 |
| Land Development                        | 3.0                | \$360             |              |              | \$360             |                                 |
| Socioeconomic                           | 1.0                | \$120             |              |              | \$120             |                                 |
| Community Facilities and Services       | 2.0                | \$240             |              |              | \$240             |                                 |
| Natural Features                        | 1.0                | \$120             |              |              | \$120             |                                 |
| <b>Cumulative Impact Analysis</b>       | 5.0                | \$600             |              |              | \$600             |                                 |
| <b>TASK 3 NOTICES AND FINDINGS</b>      |                    |                   |              |              |                   | <b>\$1,320</b>                  |
| Preparation                             | 3.0                | \$360             |              |              | \$360             |                                 |
| Publication                             | 3.0                | \$360             |              |              | \$360             |                                 |
| Management                              | 5.0                | \$600             |              |              | \$600             |                                 |
| <b>Subtotal</b>                         | <b>90.00</b>       | <b>\$10,800</b>   | <b>\$388</b> | <b>\$132</b> |                   | <b>\$11,320</b>                 |

STANDARD TERMS AND CONDITIONS  
EFFECTIVE JANUARY 2022

**I. Fees for Consulting Services**

Hourly rates for: Principal \$120.00

**II. Equipment Charges**

Mileage IRS Rate, currently \$0.625

**III. Services of Others**

On occasion, subcontractors and subconsultants will be used with CLIENT approval. The cost of such services plus a fifteen percent contract administration fee will be included in the CONSULTANT invoice.

**IV. Invoices**

Invoices will generally be submitted once a month for services performed during the previous month. Payment will be due within 30 days of invoice date. Interest will be added to accounts in arrears at the rate of 1.5 percent per month.

**V. On-Site Services During Project Activities**

Should the CONSULTANT services be provided on the job site during project activities, clean-up or other site tasks, it is understood that, in accordance with generally accepted engineering practices, the contractor will be solely and completely responsible for working conditions on the job site, including safety of all persons and property during the performance of the work, and compliance with OSHA regulations, and that these requirements will apply continuously and not be limited to normal working hours. Any monitoring of the contractor's performance conducted by the CONSULTANT'S personnel is not intended to include review of the adequacy of the contractor's safety measures, in, on, or near the site.

It is further understood that field services provided by the CONSULTANT will not relieve the contractor of their responsibilities for performing the work in accordance with applicable laws and regulations and with the plans and specifications.

**VI. Ownership of Documents**

All reports, field data and notes, laboratory test data, calculations, estimates, and other documents which the CONSULTANT prepares, as instruments of service, shall remain the CONSULTANT's property. The CLIENT agrees that all reports and other work furnished to the CLIENT or the CLIENT agents, which are not paid for, will be returned upon demand and will not be used for any purpose whatsoever.

Any documents or reports prepared by the CONSULTANT are intended for the CLIENT use and benefit and any lenders or public entities, including but not limited to the Michigan Economic Development Corporation and the U.S. Department of Housing and Urban Development that might rely on the report and findings whose interests are secured by the property. They are not intended for use by any other third party.

Reports and other materials resulting from the CONSULTANT'S efforts on each project or site are not intended or represented to be suitable for reuse by the CLIENT or others on extensions or modifications of each project or for any other projects or sites. Reuse of reports or other materials by the CLIENT or others on extensions or modifications, of each project or on other sites, without the CONSULTANT'S written permission or adaptation for the specific purpose intended shall be at the user's sole risk, without liability on the CONSULTANT'S part.

**VII. Confidentiality**

The CONSULTANT will hold confidential all business or technical information obtained or generated in the performance of services under this Agreement. The CONSULTANT will not disclose such information without CLIENT consent, except to the extent required for: (1) performance of services under this Agreement; (2) compliance with professional standards of conduct regarding immediate and emergency public safety and health concerns; (3) compliance with any court order or governmental directive; and/or (4) protection of the CONSULTANT against claims or liabilities arising from the performance of services under this Agreement. The CONSULTANT'S obligations hereunder shall not apply to information in the public domain or lawfully acquired on a non-confidential basis from others.

**VIII. Insurance**

The CONSULTANT is protected against risks of liability exposure by Comprehensive General Liability Insurance (bodily injury and property damage), Automobile Liability and Professional Liability Insurance. The CONSULTANT will furnish information and certificates at the CLIENT's request. The Consultant will not be responsible for any loss, damage or liability arising from CLIENT negligent acts, errors and omissions, and those by CLIENT staff, consultants, contractors and agents or from those of any person for whose conduct the CONSULTANT is not legally responsible.

**IX. Standard of Care**

In performing professional services, the CONSULTANT will use that degree of care and skill ordinarily exercised, under similar circumstances, by members of the profession practicing in the same or similar locality. The standard of care shall exclusively be judged as of the time the services are rendered and not according to later standards. The CONSULTANT makes no express or implied warranty beyond this commitment to conform to this standard.

**X. Limitation of Liability**

As part of this contractual Agreement, both parties agree, acknowledge, and so contract between themselves that in the event the owner or signatory to this contract suffers any monetary damage resulting from the negligence of Mac Consulting Service LLC., it is specifically agreed that the liability shall be limited to the extent of coverage of Mac Consulting Service LLC professional liability insurance policy.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/13/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|                                                                                                                |                                                                                                                                                                                                               |
|----------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>PRODUCER</b><br>Larkin Group of Traverse City<br>13900 S West Bay Shore Drive<br><br>Traverse City MI 49684 | <b>CONTACT NAME:</b> Carlson Nancy<br><b>PHONE (A/C, No, Ext):</b> (231) 947-8800<br><b>E-MAIL ADDRESS:</b> ncarlson@larkingrp.com<br><b>FAX (A/C, No):</b> (231) 346-6111                                    |
| <b>INSURED</b><br>MAC Consulting Services, LLC<br>8334 Outer Drive South<br><br>Traverse City MI 49684         | <b>INSURER(S) AFFORDING COVERAGE</b><br><b>INSURER A:</b> GuideOne National Insurance Company / ERMI<br><b>INSURER B:</b><br><b>INSURER C:</b><br><b>INSURER D:</b><br><b>INSURER E:</b><br><b>INSURER F:</b> |

**COVERAGES****CERTIFICATE NUMBER:** 22/23**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                                     | ADDL INSD                                                              | SUBR WVD | POLICY NUMBER  | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                       |                                                                                                                                                                  |
|----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------|----------|----------------|-------------------------|-------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <b>COMMERCIAL GENERAL LIABILITY</b><br><input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> Professional Liability<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: |                                                                        |          | ENV56200816100 | 01/15/2022              | 01/15/2023              | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$<br>MED EXP (Any one person) \$<br>PERSONAL & ADV INJURY \$<br>GENERAL AGGREGATE \$<br>PRODUCTS - COMP/OP AGG \$<br>Aggregate Limit \$ 2,000,000 |                                                                                                                                                                  |
|          | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY<br><input type="checkbox"/> HIRED AUTOS ONLY<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS ONLY                                                                               |                                                                        |          |                |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                                                                        |                                                                                                                                                                  |
|          | <b>UMBRELLA LIAB</b><br><b>EXCESS LIAB</b><br>DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>                                                                                                                                                                                                                      | <input type="checkbox"/> OCCUR<br><input type="checkbox"/> CLAIMS-MADE |          |                |                         |                         |                                                                                                                                                                                                                              | EACH OCCURRENCE \$<br>AGGREGATE \$<br>\$                                                                                                                         |
|          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/><br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                | Y / N<br>N / A                                                         |          |                |                         |                         |                                                                                                                                                                                                                              | PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/><br>E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$ |
|          |                                                                                                                                                                                                                                                                                                                                       |                                                                        |          |                |                         |                         |                                                                                                                                                                                                                              |                                                                                                                                                                  |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

EVIDENCE OF COVERAGE FOR INSUREDS USE

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**City of Marquette, MI**

300 West Baraga Avenue  
Marquette, MI 49855

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**Agenda Date:** 9/26/2022

**Consent Agenda**  
**Fire Department Turnout Gear**

**BACKGROUND:**

Due to three new firefighters being hired and a significant number of existing turnout gear being beyond its useful service life, 16 new sets of turnout gear are required. Since the department has transitioned to Honeywell/Morning Pride and they utilize protected sales areas, we request that the RFP process be waived for this purchase. Jefferson Fire and Safety's quote is \$47,577.95.

**FISCAL EFFECT:**

The Fire Department FY 21/22 budget contains an adequate amount of approved funds for the purchase.

**RECOMMENDATION:**

Waive the RFP process and approve the purchase of 16 sets of turnout gear from Jefferson Fire and Safety in an amount not-to-exceed \$47,577.95.

**ALTERNATIVES:**

As determined by the Commission.

**ATTACHMENTS:**

Description

- ▢ Jefferson Fire & Safety, Inc. Turnout Gear Quote



Jefferson Fire and Safety, Inc.  
7620 Donna Drive  
Middleton, WI, 53562  
Phone: 608-836-0068  
Web: www.jeffersonfire.com

## Invoice

Invoice No: PB001084  
Invoice Date: 9/8/2022  
Due Date: 9/8/2022  
Salesperson: Rich Janke  
Customer ID: 04989

| BILL TO:                                                                             |                | SHIP TO:                                                                             |  |
|--------------------------------------------------------------------------------------|----------------|--------------------------------------------------------------------------------------|--|
| City of Marquette Fire Department (MI)<br>418 South 3rd Street<br>Marquette MI 49855 |                | City of Marquette Fire Department (MI)<br>418 South 3rd Street<br>Marquette MI 49855 |  |
| CUSTOMER P.O. NO.                                                                    | TERMS          | CONTACT                                                                              |  |
| Brian Phillips                                                                       | Net 20 Days    | Ryan Slifka (906) 225 - 8936                                                         |  |
| FOB POINT                                                                            | SHIPPING TERMS | SHIP VIA                                                                             |  |
|                                                                                      |                | UPS                                                                                  |  |

| ITEM                         | ITEM DESCRIPTION                  | QTY.  | UNIT PRICE | EXT PRICE |
|------------------------------|-----------------------------------|-------|------------|-----------|
| MOR LTO-17IG                 | Honeywell Coat per/ Spec#         | 15.00 | 1,802.65   | 27,039.75 |
| NOTE: Coat Spec# MIMARQ00040 |                                   |       |            |           |
| MOR LTO-17IG                 | Honeywell Turnout Coat per/ Spec# | 1.00  | 1,776.60   | 1,776.60  |
| NOTE: Coat Spec# MIMARQ00038 |                                   |       |            |           |
| MOR LTO-17IG                 | Honeywell Pant per/ Spec#         | 16.00 | 1,152.60   | 18,441.60 |
| NOTE: Pant Spec# MIMARQ00039 |                                   |       |            |           |

Signature

Date

\*\*\* Credit card payments will incur a 3% processing fee \*\*\*

|                     |           |
|---------------------|-----------|
| <b>Sales Total:</b> | 47,257.95 |
| <b>Freight:</b>     | 320.00    |
| <b>Tax Total:</b>   | 0.00      |
| <b>Total (USD):</b> | 47,577.95 |

## City of Marquette, MI

300 West Baraga Avenue  
Marquette, MI 49855

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**Agenda Date:** 9/26/2022

### **Consent Agenda** **KBIC Funding for the YMCA**

#### **BACKGROUND:**

Recently staff from the David and Thu Brule' YMCA of Marquette County (YMCA) asked the City to serve as the fiscal pass-through agent for funding from the Keweenaw Bay Indian Community (KBIC). They plan to ask the Tribe for \$6,000 to assist the YMCA's youth programs for low-to-moderate income families throughout Marquette County. In consideration of the City agreeing to act as a pass-through, the YMCA agrees to dedicate any funds received from the KBIC Tribe to the purposes set forth in the attached agreement prepared by the City Attorney.

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

#### **FISCAL EFFECT:**

No direct cost to the City.

#### **RECOMMENDATION:**

Approve the request to act as the fiscal intermediary for KBIC funding of \$6,000 to assist the YMCA's youth programs for low-to-moderate income families and individuals throughout Marquette County.

#### **ALTERNATIVES:**

As determined by the Commission.

#### **ATTACHMENTS:**

##### Description

- ▣ YMCA KBIC Request
- ▣ YMCA KBIC Agreement



FOR YOUTH DEVELOPMENT®  
FOR HEALTHY LIVING  
FOR SOCIAL RESPONSIBILITY

## David & Thu Brule' YMCA of Marquette County

September 5, 2022

### BOARD OF DIRECTORS

Randell Girard  
*President*

Christine Pesola  
*Vice President*

Michele Butler  
*Past President*

Alfred Hendra  
*Treasurer*

Kristen Derocha  
*Secretary*

Brett Beranek

Cedric Calhoun

Kara Damm

Travis Hongisto

Carolyn McDonald

Dr. Chelsa Ray

David Hendrickson

Rachel Johnson

Amanda Specker

Dr. Greg Jones

Steven Nystrom

Mrs. Karen K. Kovacs  
City of Marquette  
300 West Baraga Ave  
Marquette, MI 49855

Dear Mrs. Kovacs and City Commission Members,

On behalf of the YMCA of Marquette County, we sincerely appreciate your past support in serving as fiscal agents for previous projects and programming. I am writing to ask that the City of Marquette once again serve as a fiscal agent for our grant request to the Keweenaw Bay Indian Community (KBIC). Our grant proposal is for support toward program costs for low to moderate income youth.

We are requesting \$6,000 in funding from KBIC to support our Healthy Out of School programs in Marquette County. Each of these YMCA programs is vital in supporting youth development throughout our county.

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) 227-9622 or email at [jzdunek@ymcamqt.org](mailto:jzdunek@ymcamqt.org)

Sincerely,

  
Jenna Zdunek  
Chief Executive Officer  
[jzdunek@ymcamqt.org](mailto:jzdunek@ymcamqt.org)

Tax ID Number: 38-3211419

No goods and services were provided in consideration, in whole or in part, for this gift

### YMCA OF MARQUETTE COUNTY

1420 Pine Street, Marquette MI 49855

P 906 227 9622 F 906 227 9248

[WWW.YMCAMQT.ORG](http://WWW.YMCAMQT.ORG)

## AGREEMENT

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022, 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 DAVID AND THU BRULE' YMCA of MARQUETTE COUNTY, a Michigan nonprofit corporation, with offices located at 1420 Pine Street, Marquette, MI 49855 (hereinafter referred to as "YMCA");

**WHEREAS**, the YMCA provides financial assistance to low-to-moderate income youth for before and after school and pre-school programs, which is vital in supporting youth development in our community,

**WHEREAS**, Marquette City Charter Section 2-14 states: "The city commission shall provide for a public recreation program for the residents of the city;" and

**WHEREAS**, the Marquette City Commission having determined that the activities of the YMCA are a valid purpose under the Charter and is willing to enter into this Agreement with YMCA 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 YMCA of the sum of \$6,000 from the Keweenaw Bay Indian Community, the YMCA will accept said money from the City to assist the City in carrying out its obligation to provide a public recreation program for its residents.
2. That the parties further understand and agree that the payment of the sum of \$6,000 by the City to the YMCA 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 YMCA.

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: 9/8/22

Jenna Zdunek, CEO  
By Jenna Zdunek  
Chief Executive Officer  
DAVID AND THU BRULE' YMCA  
of MARQUETTE COUNTY

## City of Marquette, MI

300 West Baraga Avenue  
Marquette, MI 49855

---

**Agenda Date:** 9/26/2022

### **Consent Agenda**

#### **Marquette Board of Light and Power – Lease Agreement**

##### **BACKGROUND:**

The Marquette Board of Light and Power (BLP) has approached the City to request the use of City property for the installation of electric vehicle charging stations. If approved, the first installation site will be at the Lower Harbor Parking lot. The lease also contains options for expansion to Lakeview Arena, Shiras Park, and Clark-Lambros Park.

The term of the lease will be for three years and specifies that the installation, operation, maintenance, repair, and liability of the leased property and charging units is the responsibility of the BLP. The rental rate is \$375 per year per charging station, based on usage of five square feet of property, a rate of \$6.25/square foot per month.

##### **FISCAL EFFECT:**

The City of Marquette will receive \$31.25 per month (\$375 annually) per charging station during the term of the lease agreement.

##### **RECOMMENDATION:**

Move the lease agreement with the Marquette Board of Light and Power to unfinished business at the next regular meeting.

##### **ALTERNATIVES:**

As determined by the Commission.

##### **ATTACHMENTS:**

Description

- ▣ Lease

## **LEASE AGREEMENT**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between **THE CITY OF MARQUETTE**, a Michigan municipal corporation, of 300 W. Baraga Avenue, Marquette, Michigan 49855, hereinafter “Lessor”, and **THE MARQUETTE BOARD OF LIGHT AND POWER.**, a Michigan municipal electrical utility, of 2200 Wright Street, Marquette, Michigan 49855, hereinafter “Lessee”.

### Recitals

- A. Lessor is the owner of the real property and improvements commonly known as the Lower Harbor Parking Lot in the City of Marquette, located 200 Lakeshore Boulevard, described on Exhibit A and shown on the sketch attached as Exhibit B (the “Premises”).
- B. Lessee desires to lease and Lessor is willing to lease to Lessee a portion of the Premises 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 space as described in Exhibit A and as shown in Exhibit B, hereinafter “Premises”.
- 1.2 Lessor agrees to lease additional space to Lessee at specific locations to be mutually agreed upon by the parties at Lakeview Arena, Clark Lambros Park and Shiras Park at such time as Lessee desires to install and operate additional electric vehicle charging stations at said locations.
- 1.3 Each charging station will require 5 square feet of leased space (“Space”) for the installation and operation of an electric vehicle charging station.

### **2. Term of Lease**

The term of this lease shall be for three years from the date of execution and may, upon expiration of the original term, be renewed by written mutual consent of the parties for additional three (3) year terms upon terms and conditions as agreed upon by the parties. This lease may be terminated by either party upon 180 days written notice of termination to the other party. Upon termination of this lease, Lessee shall return the Premises to Lessor in its original condition at Lessee’s sole cost.

### **3. Rent**

- 3.1 The rent shall be \$31.25 per month for each Space commencing upon the start of installation of each respective electric vehicle charging station, due in advance to Lessor at the address set forth herein on the first day of each month. Any partial first month shall be prorated. Any payment not received by the first day of the month will be charged a late fee of 1.5% per month or the highest rate permitted by law, whichever is higher.

- 3.2 Lessee shall be responsible for directly paying all utilities that are metered separately for the Premises.

#### **4. Use of Premises**

- 4.1 Lessee shall use the Premises only for the installation and operation of an electric vehicle charging station. Lessee shall not use the Premises 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 Premises, or any part of it (ordinary wear and tear excepted);
  - d) constitute a public or private nuisance;
  - e) interfere with other uses of the Premises; or
  - f) permit refuse to accumulate in or around Premises.

#### **5. Exclusive Use of Premises**

Lessee shall have exclusive use of the Premises, but acknowledges that its use of the common areas surround the Premises, including ingress and egress to and from a public street, is not exclusive and that Lessee and its invitees shall have the right in common with Lessor, its invitees, and others to use the common areas.

#### **6. Maintenance and Repair**

- 6.1 Lessee shall be solely responsible for the maintenance and repair of all of Lessee's tangible personal property located on the Premises and shall keep them in a safe condition and good repair. Lessee is solely responsible for all repairs, except normal wear and tear, necessary due to Lessee's negligence or intentional acts causing the need for repair.
- 6.2 Lessee shall be solely responsible for its own maintenance service to maintain the Premises in a neat and clean condition.
- 6.3 Lessee shall be solely responsible for the construction, installation, maintenance and/or replacement of all signs on the exterior of the Premises or in any common area; however no sign may be installed without prior written approval from Lessor. All signs must meet the requirements of local rules, regulations and laws.
- 6.4 Lessor shall provide snow plowing services to the Premises. Lessor shall not be responsible for shoveling walkways and related areas pertaining to pedestrian access to the Premises and this responsibility shall remain with Lessee.

## **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 insurance policies covering the Premises.
- 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 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 and 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 current 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 use and occupancy of the Premises.

## **8. Assignment/Subletting**

- 8.1 Lessee shall not assign or sublet the Premises or any part thereof without the express prior written consent of the Lessor.
- 8.2 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.

## **9. Use of Premises by Lessor**

Lessor reserves for itself and its contractors and agents the right to enter the Premises at reasonable times for the purpose of inspecting, maintaining, installation, operation and repair services of the Premises or adjacent real property.

## **10. Covenant of Quiet Enjoyment**

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 non-exclusive and reasonable right to have, hold and enjoy the Premises.

#### **11. Lessor's Right to Perform Lessee's Obligation**

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.

#### **12. Default by Lessee**

- 12.1 If the Lessee fails to perform any obligation under this agreement within 30 days after receiving written notice of the default from the Lessor; the Lessor may terminate this lease.
- 12.2 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.
- 12.3 The rights and remedies of Lessor shall be cumulative as more particularly provided by law or in equity pursuant to the laws of the State of Michigan.

#### **13. Surrender of Leasehold Upon Termination of Lease**

If upon termination of the lease, Lessee has failed to remove its tangible personal property, equipment, vehicles or other items, 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.

#### **14. Miscellaneous**

- 14.1 This agreement shall be binding on the parties and inure to the benefit of the Lessor and Lessee and their respective successors and assigns.
- 14.2 This agreement shall be governed by and construed in accordance with the laws of the State of Michigan.
- 14.3 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.

- 14.4 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.
- 14.5 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.
- 14.6 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.
- 14.7 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

LESSEE  
MARQUETTE BOARD OF LIGHT AND POWER

\_\_\_\_\_  
Jennifer A Smith, Mayor

\_\_\_\_\_  
Tom Carpenter, Executive Director

\_\_\_\_\_  
Kyle Whitney, City Clerk

Approved as to Substance:

\_\_\_\_\_  
Karen Kovacs, City Manager

Approved as to Form:

\_\_\_\_\_

Suzanne Larsen, City Attorney

## EXHIBIT A

### LEGAL DESCRIPTION

THAT PART OF THE N.E. 1/4 OF SECTION 23 T48N R25W LYING S. AND E. OF LAKESHORE BLVD. AND W. OF A PT. 1,605' W. OF THE W. FACE OF THE U.S. CORPS OF ENGINEERS BREAKWATER. (CONTAINING 600,000 SQ. FT. / 13.77 ACRES (CITY ACCT. # 101-445-920.1555))



Transformer Location

Charger with Bollards in front of and Parking Locations

Conductor in Conduit

Meter Socket and Panel Location

03142

08089

## City of Marquette, MI

300 West Baraga Avenue  
Marquette, MI 49855

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**Agenda Date:** 9/26/2022

### **Consent Agenda** **Presque Isle Dredging Project - MOU**

#### **BACKGROUND:**

The Marquette City Commission previously approved a grant application through the US Department of Transportation for dredging of sand near the Presque Isle ore dock. The dredged material would be primarily reused in uplands within the proposed Lakeshore Boulevard shoreline restoration project. A limited amount of beach nourishment would be completed at locations south of Pine Street if permitted by regulators.

Cliffs Natural resources indicated that they would provide the required \$750,000 grant matching funds by means of annual maintenance dredging. In order to formalize this in an agreement, the City prepared a Memorandum of Understanding (MOU) that outlines Cliffs financial commitments to this project. Cliffs has approved this MOU and it is being brought to the City Commission for approval.

#### **FISCAL EFFECT:**

None.

#### **RECOMMENDATION:**

Approve the attached Memorandum of Understanding, and authorize the Mayor and Clerk to sign.

#### **ALTERNATIVES:**

As determined by the Commission.

#### **ATTACHMENTS:**

Description

- ▣ Memorandum of Understanding - PIDP Grant
- ▣ PIDP Grant Proposal

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**THE CITY OF MARQUETTE, MICHIGAN**  
**and**  
**LAKE SUPERIOR & ISHPEMING RAILROAD CO.**

1. **Parties.** The Memorandum of Understanding (hereinafter referred to as "MOU") is made by and between the City of Marquette ("City"), a Michigan municipal corporation whose address is 300 W Baraga Ave, Marquette, MI 49855, and Lake Superior & Ishpeming Railroad Co. ("LS&I"), a Michigan corporation, with an address of 200 Public Square, Suite 3300, Cleveland, Ohio 44114.

2. **Purpose.** This MOU, between the above-named parties, is entered into to provide some assurance that both parties will work together to provide matching up to \$750,000 toward the required non-federal match for the Port Infrastructure Development Program ("PIDP") Dredging and Coastal Restoration project to dredge encroaching sediment to protect port infrastructure, and deposit dredge materials on shore at the Port of Marquette (the "Project") and collaborate to complete the required work once the PIDP funds have been received for the Project.

3. **Term of MOU.** This MOU shall commence upon the day last signed and executed by the duly authorized representative of the parties to this MOU and will remain in effect until canceled by either party.

4. **City's Responsibilities.** If PIDP funds are approved for the Project, the City will be responsible for applying for the PIDP grant, executing the grant agreement, obtaining necessary clearances (environmental, historical, etc.) and permits as required prior to beginning the project, and overseeing and executing the Project. The City will coordinate with LS&I on the scope of the dredging and location of dredging, permitting for the Project, and the timing of the required non-federal match.

5. **LS&I's Responsibilities.** If the PIDP funds are approved for the Project and LS&I has agreed to the scope and location of dredging, LS&I is willing to provide the required non-federal match, in the form of annual dredging of its ore dock in the amount of approximately \$375,000/per year for two years, as deemed necessary and appropriate by LS&I. LS&I will assist the City with providing evidence of this match in the necessary form and timeframe to comply with the grant requirements.

6. **Scope of MOU.** Nothing in this agreement shall be construed to bind either party to the MOU to perform any dredging work, but reflects the parties intentions to coordinate on the dredging efforts contemplated herein and to coordinate on the PIDP grant requirements for non-federal matching.

7. **Signatures.** The parties to this MOU through their duly authorized representatives have entered into this MOU on the dates set out below.

Lake Superior & Ishpeming Railroad Co.

City of Marquette

  
James M. Kochevar      8-25-22  
President      Date

\_\_\_\_\_  
Jennifer A. Smith      Date  
Mayor

CITY OF MARQUETTE

\_\_\_\_\_  
Kyle Whitney  
Clerk

Approved as to substance:

Approved as to form

\_\_\_\_\_  
Karen M. Kovacs, City Manager

\_\_\_\_\_  
Suzanne C. Larsen, City Attorney

**U.S. Department of Transportation  
Port Infrastructure Development Program (PIDP) Proposal**

**Proposal Title:** The Port of Marquette, MI: Protecting Critical Infrastructure and Improving Efficiency

**Applicant Organization:** City of Marquette

**Contact Name:** L. Karen Kovacs

**Title:** City Manager

**Contact E-mail:** [kkovacs@marquettemi.gov](mailto:kkovacs@marquettemi.gov)

**Mailing Address:** 300 W. Baraga Avenue, Marquette, Michigan 49855

**Telephone Number:** (906) 228-0435

**Proposal Partners:** Cleveland-Cliffs Inc. (Cliffs), Lake Superior & Ishpeming Railroad (LSI) and the Superior Watershed Partnership (SWP)

**Funding Requested:** \$1,617,750

**Matching Funds:** Non-Federal sources: \$750,000; 31.6%

**Total Project Cost:** \$2,367,750

## Table of Contents

|              |                                                                                                            |           |
|--------------|------------------------------------------------------------------------------------------------------------|-----------|
| <b>I.</b>    | <b>Project Description .....</b>                                                                           | <b>1</b>  |
| <b>II.</b>   | <b>Project Location .....</b>                                                                              | <b>2</b>  |
| <b>III.</b>  | <b>Grant Funds, Sources and Uses of all Project Funding .....</b>                                          | <b>2</b>  |
| <b>IV.</b>   | <b>Merit Criteria .....</b>                                                                                | <b>3</b>  |
|              | <b>A. Achieving Safety, Efficiency, or Reliability Improvements .....</b>                                  | <b>3</b>  |
|              | <b>B. Supporting Economic Vitality at the National and Regional Level ..</b>                               | <b>4</b>  |
|              | <b>C. Addressing Climate Change and Environmental Justice Impacts ....</b>                                 | <b>5</b>  |
|              | <b>D. Advancing Racial Equity and Reducing Barriers to Opportunity ....</b>                                | <b>5</b>  |
|              | <b>E. Leveraging Federal Funding to Attract non-Federal Sources of<br/>Infrastructure Investment .....</b> | <b>5</b>  |
| <b>V.</b>    | <b>Project Readiness .....</b>                                                                             | <b>5</b>  |
|              | <b>A. Technical Capacity .....</b>                                                                         | <b>6</b>  |
|              | <b>B. Environmental Approvals .....</b>                                                                    | <b>8</b>  |
| <b>VI.</b>   | <b>Domestic Preference .....</b>                                                                           | <b>10</b> |
| <b>VII.</b>  | <b>Determinations .....</b>                                                                                | <b>10</b> |
| <b>VIII.</b> | <b>Photos and Graphics .....</b>                                                                           | <b>11</b> |

### **Attachments Form:**

**Appendix A.** Additional Information for Historic Preservation Review

**Appendix B.** BCA Documentation

## **I. PROJECT DESCRIPTION**

The City of Marquette, Michigan (largest city in the Upper Peninsula; population 20,822), in cooperation with Cleveland-Cliffs Inc. (Cliffs), the Lake Superior & Ishpeming Railroad (LSI), and the Superior Watershed Partnership (SWP), is pleased to submit this proposal to the Department of Transportation Port Infrastructure Development Program (PIDP).

Marquette is located on the south shore of Lake Superior and includes Presque Isle Harbor and the LSI Ore Dock, which is one of the busiest Great Lakes shipping ports in both the US and Canada. The Port of Marquette (Port) was authorized by Rivers and Harbors Acts of June 3, 1896; June 13, 1902; August 30, 1935; and July 14, 1960. The Port is almost entirely used for iron ore (taconite) shipping that supports the economy of Great Lakes mining and U.S. steel manufacturing industries with an annual capacity of 9.5 million tons, generating over \$6 billion per year. In addition, the Port provides over 31,000 jobs that produce over \$433 million per year in personal income in transportation and commodity related industries. The LSI Ore Dock is 1,250 feet long, 60 feet wide and 75 feet above the water level.

The south side of this critical Port is currently operating under capacity, as a result of coastal erosion and sedimentation caused by severe storm events. Specifically, a record breaking October 2017 storm produced 28.8-foot waves (historic record) and hurricane-force wind gusts (77 mph; also a historic record), that resulted in two drownings and millions of dollars in shoreline damage. Additionally, two back-to-back storms in 2019 decimated beaches along Marquette's shoreline, pushing sediment north and shifting the outflow of the Dead River into Lake Superior, creating a massive sediment plume and the erosion of the LSI Ore Dock—critical infrastructure to the Port. The erosion of this critical port infrastructure and the plume threaten the efficiency of the transportation of goods by blocking shipments/unloading off the south side of the LSI Ore Dock (with a lost shipping capacity of \$15,689,000). Severe storms also impacted the sole access road to the Port—Lakeshore Boulevard—resulting in road closures and hundreds of thousands of dollars in additional damages. The City of Marquette provided funding for critical engineering solutions that controlled some coastal erosion and the source of sedimentation along Lakeshore Boulevard, however dredging the massive sediment plume, completing shoreline stabilization, and improving Port access infrastructure remains an urgent matter. Without these proposed mitigation efforts, sediment encroachment and erosion around the LSI Ore Dock threaten capacity of Port operations being reduced to 50% over 3 years, resulting in a \$15.7 million dollar loss in iron ore revenue—an economic pillar of the Great Lakes region.

To address port infrastructure impacts the proposed project will accomplish the following:

- Improve critical port infrastructure (access infrastructure, unloading dock/pier stabilization)
- Dredge encroaching sediment to protect port infrastructure (approximately 77,000 cubic yards)
- Beneficial reuse of dredged materials on shore to enhance coastal restoration/resiliency and protect port road infrastructure

As noted above, the accumulated sand/silt is obstructing the Dead River outflow and diverting the current towards the LSI Ore Dock. Port authorities are concerned as the diverted flow not only jeopardizes port infrastructure and impacts the ability of ore freighters to dock, but it amplifies the danger of paddlers and other boaters being pulled toward dangerous interactions with large freighters.

The removal of the sediment plume will restore the natural outflow of the Dead River into Lake Superior and compliment larger-scale coastal resiliency improvement efforts that are currently underway immediately south of the proposed project site. Sediment that is dredged from the LSI Ore Dock will be tested, and if compatible, will be deposited along Marquette’s shoreline for beneficial reuse in shoreline stabilization efforts—mitigating the impacts of future severe storm events that target the cause of these critical port infrastructure issues.

In 2020, project partners consulted the Detroit District U.S. Army Corps of Engineers (USACE) regarding the proposed dredging/infrastructure protection project. USACE supported the related benefits to the adjacent federally authorized navigation channel for Presque Isle Harbor and encouraged the City of Marquette to apply for this Port Infrastructure grant. The project is not dependent on, or affected by, U.S. Army Corps of Engineers (USACE) investment but will provide related benefits to the adjacent federally authorized navigation channel for Presque Isle Harbor.

## **II. PROJECT LOCATION**

The proposed project will support infrastructure improvements to Presque Isle Harbor and the LSI Ore Dock, dredging a sediment plume located immediately adjacent to Lake Superior in Marquette County, Michigan (46.577979, -87.388961). As the largest city in Michigan’s rural Upper Peninsula (U.P. population 311,000; Marquette population 20,822), Marquette is considered an “urban cluster with population less than 50,000.” This Great Lakes port project located in a qualified opportunity zone will support infrastructure improvements critical to the continued operation of the port at Presque Isle Harbor. A project location map is included in Appendix A.

- Total Project Area: 11,120 linear feet, 1,110’ wide (maximum) and 80’ wide (minimum), 82.7 acres.
- Dredge Area (excavation): 1,740’ long x 50’ (minimum) to 500’ (maximum) wide, 5’-18’ deep. 14 acres. Includes approximately 75,000 cubic yards of material to be dredged from this area.
- Beneficial Reuse Area (fill): 8,000’ long, 450’ wide (maximum), and 80’ wide (minimum), 25.7 acres.

## **III. GRANT FUNDS, SOURCES AND USES OF ALL PROJECT FUNDING**

Project partners are seeking \$1,617,750 in PIPD funding to complete proposed objectives. Project partners have pledged \$750,000 (32%) in non-federal matching funds as detailed in the attached letter from Cleveland Cliffs Inc. A detailed project budget is outlined in the narrative and table below.

*Administration:* Administration: Includes project administration by the City of Marquette, including technical, engineering, and grant administration costs; \$36,200 (PIDP Funds).

*Architectural and engineering fees:* Includes professional engineering costs, environmental reviews and permitting: \$126,500 (PIDP Funds).

*Other architectural and engineering fees/consulting:* Superior Watershed Partnership and its Great Lakes Climate Corps field crews will provide technical assistance for project coastal stabilization and restoration components: \$75,050 (PIDP Funds).

*Site work:* Includes costs for the deposit of dredge materials on shore; \$215,000 (PIDP Funds).

*Dredging:* Includes costs to dredge encroaching sediment (approximately 75,000 cubic yards); \$942,000 (PIDP Funds) + \$750,000 (non-Federal Match) = \$1,692,000.

*Beneficial Re-use:* Includes construction of a coastal restoration area: \$223,000 (PIDP Funds).

*Total PIPP Funds Requested:* \$1,617,750 (68.3%)

*Total Non-Federal Match:* \$750,000 (31.6%)

*Other Non-Federal Additional Cost:* \$0

*Total Project:* \$2,367,750

NOTE: The attached SF-424C Line 17 will not allow more than two decimals, resulting in a federal assistance requested amount of \$1,610,070 (lower than the requested amount of (\$1,617,750).

**Table 1. Project Budget**

| Budget Category                                     | Source of Funds     |                   |               | Total Project Costs |
|-----------------------------------------------------|---------------------|-------------------|---------------|---------------------|
|                                                     | PIPD Funds          | Non-Federal       | Other Federal |                     |
| Administration                                      | \$ 36,200           | \$ -              | \$ -          | \$ 36,200           |
| Land, structures, rights-of-way, appraisals         | \$ -                | \$ -              | \$ -          | \$ -                |
| Relocation expenses and payments                    | \$ -                | \$ -              | \$ -          | \$ -                |
| Architectural and engineering fees                  | \$ 126,500          | \$ -              | \$ -          | \$ 126,500          |
| Other architectural and engineering fees/consulting | \$ 75,050           | \$ -              | \$ -          | \$ 75,050           |
| Project inspection fees                             | \$ -                | \$ -              | \$ -          | \$ -                |
| Site work                                           | \$ 215,000          | \$ -              | \$ -          | \$ 215,000          |
| Dredging                                            | \$ 942,000          | \$ 750,000        | \$ -          | \$ 1,692,000        |
| Beneficial Reuse of Dredged Materials               | \$ 223,000          | \$ -              | \$ -          | \$ 223,000          |
| Equipment                                           | \$ -                | \$ -              | \$ -          | \$ -                |
| Miscellaneous                                       | \$ -                | \$ -              | \$ -          | \$ -                |
| <b>TOTAL</b>                                        | <b>\$ 1,617,750</b> | <b>\$ 750,000</b> | <b>\$ 0</b>   | <b>\$ 2,367,750</b> |

#### IV. MERIT CRITERIA

##### A. Achieving Safety, Efficiency, or Reliability Improvements

Erosion related to an increase in the frequency and intensity of coastal storm events has resulted in a sediment plume that is threatening offshore access to the Port at Presque Isle Harbor. The proposed project will address this critical issue in order to ensure the continued safe operation of the harbor and the reliable transport of goods. Specifically, the project will: 1) improve critical port infrastructure (loading/unloading dock), 2) dredge encroaching sediment to protect port infrastructure, and 3) beneficially reuse dredged materials on shore to enhance coastal restoration and protect port road infrastructure. Benefits of the proposed project include improved reliability and usage of the south side of the LSI Ore Dock, thus ensuring the critical movement of goods throughout the Great Lakes region, by providing critical port access that is not blocked by the sediment plume. Beneficially reusing the dredged material south of the proposed project location, along the only access road to the Port (Lakeshore Boulevard), supports critical infrastructure that enables and ensures long-term economic vitality—and coastal resiliency.

The removal of the sediment plume will also restore the natural outflow of the Dead River into Lake Superior, targeting transportation-related safety concerns. Michigan's Department of Natural Resources (DNR) notified the public of their concerns near the proposed project location, as the plume creates the dangerous possibility of paddlers and other recreational boaters of that area being pulled toward interaction with large shipping freighters. The Marquette Port project will improve the safety, efficiency, and reliability of iron ore shipments through this port and connecting Great Lakes ports.

## **B. Supporting Economic Vitality at the National and Regional Level**

1. In 2017, with a shipping capacity of 9.5 million tons, the port at Presque Isle Harbor ranked 10<sup>th</sup> in tonnage among Great Lakes harbors and 58<sup>th</sup> among U.S. ports. It was also estimated that bulk commodities that pass through the harbor generate \$6.03 billion annually in business revenue and support 31,371 direct, indirect, and induced jobs that produce over \$433 million per year in personal income through transportation and commodity related industries. Without the proposed project, the south side of the LSI Ore Dock could be operating at 50% capacity, creating a revenue loss of nearly \$15.7 million, due to lost shipping capacity of iron ore.
2. The proposed project's benefits and costs were calculated by the City of Marquette's engineer, resulting in a benefit-cost ratio (BCR) of 8.5. Complete details including input values and calculations relative to a no-build baseline are included in Appendix B below. Costs associated with the calculated BCR include: lost shipping capacity, dredging costs, park land, ecosystem services, new infrastructure maintenance costs, and new infrastructure construction costs. Lost shipping is valued at approximately \$15.7 million over a three year period.
3. The proposed project will improve the economic advantage of the Port, contribute to freight transportation at the Port, and improve the competitive advantage of the Port by improving the critical access point of shipping/receiving at the south side of the LSI Ore Dock. This critical access point will be improved through the stabilization of the unloading dock, the dredging of the large sediment plume, and the beneficial reuse of dredged material in coastal resiliency and stabilization

efforts. Currently, the plume creates shipping/receiving delays and blockages of the transportation of critical goods. Removing this barrier improves the efficiency, reliability, and capacity of the Port, thus improving the competitive advantage.

4. Increasing capacity and efficiency of Port operations, will add sustainable, local jobs to Marquette County—a designated Michigan rural county. Local hiring preferences will ensure the proposed project supports economic vitality at the local/regional level. Specifically, contract work will utilize the SWP’s Great Lakes Climate Corps (GLCC) and local engineering experts. GLCC crews consist of young women and men, trained to implement a variety of high priority hands-on climate adaptation, restoration, and resiliency projects within three Great Lakes Watersheds.

### **C. Addressing Climate Change and Environmental Justice Impacts**

Climate change is impacting the Great Lakes region with more frequent and intense storm events—such as the ones that resulted in the erosion of Marquette’s shoreline and the sediment plume impacting the Port of Marquette. [Marquette County’s 2040 Draft Master Plan](#) outlines the goal of a community resilient to climate change through mitigation, adaptation, and coordinated public policy; the proposed project directly aligns with that goal by focusing on climate adaption and mitigation measures through direct implementation of costal restoration, resiliency, and stabilization efforts. The proposed project also aligns with the Climate Change and Environmental Justice criterion, as outlined by the US DOT, through the proposed beneficial reuse of dredged materials in other climate adaptation and mitigation projects. Specifically, compatible dredged sedimentation will be beneficially reused along Marquette’s southern shorelines, focusing on shoreline stabilization, reducing future dredging requirements at the Port. Shoreline stabilization efforts will be contracted by a local environmental 501c3 nonprofit, the Superior Watershed Partnership (SWP). The SWP has enacted climate adaptation projects for over 20 years, utilizing state and national climate plans for guidance. The Environmental Protection Agency’s EJSCREEN Mapper tool (attached in appendix A) identifies the immediate population surrounding the project area with a demographic indicator of low income population at 37%.

### **D. Advancing Racial Equity and Reducing Barriers to Opportunity**

Under Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities through the Federal Government (January 20, 2021) outlines advancing equity for all through planning, policies, and project investments. Underserved communities positively impacted by the Marquette Port project include persons who live in rural areas, as defined by Section 2. Definitions of the executive order; the proposed project area is in a designated rural area. The Marquette Port project aligns with this executive order by improving freight access to underserved communities, increasing access to goods for underserved communities, and creating sustainable job opportunities for underserved communities.

### **E. Leveraging Federal Funding to Attract non-Federal Sources of Infrastructure Investment**

The proposed project will leverage a minimum of \$750,000 in non-federal funding—31.6% match. Specific non-federal sources are outlined in the attached letter of support

from Cleveland-Cliffs Inc. (non-federal match is in the form of dredging and related infrastructure improvements.) The proposed project also compliments larger shoreline restoration/coastal resiliency efforts by the City of Marquette just south of the proposed project site (ongoing). This includes and is supported by funding from the National Fish and Wildlife Foundation (\$2.5M).

## **V. PROJECT READINESS**

### **A. Technical Capacity**

The mitigation activity will be managed and completed by the City of Marquette in The mitigation activity will be managed and completed by the City of Marquette in cooperation with Cleveland-Cliffs Inc., other project partners, and licensed contractors. The City of Marquette is the sole owner of the shoreline property in the project area and has the authority to carry out the project. The Port of Marquette (Port) was authorized by Rivers and Harbors Acts of June 3, 1896; June 13, 1902; August 30, 1935; and July 14, 1960. Cleveland Cliffs Inc. (project partner) owns and operates the Port and its infrastructure. The city administers numerous local, state and federal grants including state-funded block grants for housing and public works projects each year and has been recognized with a Certificate of Achievement for Excellence in Financial Reporting by the Government Finance Officers Association.

The project team includes the following City staff/departments: Karen Kovacs, City Manager; Mary Schlicht, Finance Director; Dennis Stachewicz, Director of Community Development; Mikael Kipela, City Engineer; Scott Cambensy, Director of Public Works; and Mark O'Neill, Director of Municipal Utilities. The Marquette City Department of Engineering will be the lead on project design and will coordinate closely with other departments. The department is composed of nine individuals (three civil engineers, one surveyor, three technicians/inspectors, on GIS technician, and one office staff person) and completes utility and street reconstruction and rehabilitation projects throughout the city each year.

Reconstruction projects include/have included initial topographic survey, design, contract document creation, bidding, construction management and inspection. In 2013, the City of Marquette completed a marina restoration project valued at \$450,000; 11,000 cubic yards were dredged (\$202,000). Rehabilitation projects include/have included: slip lining sewers, water and sewer service line replacement, sidewalk replacement, milling and overlaying street pavement, and pavement crack sealing. Both reconstruction and rehabilitation projects involve administering contracts with contractors. Over the past twenty years the cost of the above mentioned projects has averaged five million dollars per year.

In addition, the Superior Watershed Partnership (SWP) will provide technical assistance for project coastal stabilization and restoration components. Baird Engineering will provide technical oversight for port infrastructure, road infrastructure, dredging and related onshore infrastructure protection components.

- 1. Project Schedule.** The proposed project schedule includes planning and implementation activities to be completed between November 1, 2021 and December 31, 2024 (3 years). The project schedule identifies project milestones including State and local planning and other Federal reviews and approvals, including obtaining permits in compliance with the Federal Clean Waters Act, Rivers and Harbors Act, and the Michigan Natural Resource and Environmental Protection Act (described below). The proposed schedule allows for sufficient time to complete all necessary activities to allow grant funds to be obligated sufficiently in advance of the statutory deadline of September 30, 2024. The project is expected to begin construction quickly upon obligation of grant funds and those funds will be spent expeditiously once the project starts, with all funds anticipated to be expended by December 2024.

**Table 2.** Project schedule

|                                                                              | Nov-Dec<br>2021 | Jan-Mar<br>2022 | Apr-Jun<br>2022 | July-Sept<br>2022 | Oct-Dec<br>2022 | Jan-Mar<br>2023 | Apr-Jun<br>2023 | July-Sept<br>2023 | Oct-Dec<br>2023 | Jan-Mar<br>2024 | Apr-Jun<br>2024 | July-Sept<br>2024 | Oct-Dec<br>2024 |
|------------------------------------------------------------------------------|-----------------|-----------------|-----------------|-------------------|-----------------|-----------------|-----------------|-------------------|-----------------|-----------------|-----------------|-------------------|-----------------|
| <b>Administration</b>                                                        |                 |                 |                 |                   |                 |                 |                 |                   |                 |                 |                 |                   |                 |
| Coordinate partners                                                          | X               | X               | X               | X                 | X               | X               | X               | X                 | X               | X               | X               | X                 | X               |
| Continued Public Engagement                                                  | X               | X               | X               | X                 | X               | X               | X               | X                 | X               | X               | X               | X                 | X               |
| State and Local Planning                                                     | X               | X               | X               |                   |                 |                 |                 |                   |                 |                 |                 |                   |                 |
| <b>Environmental Approvals</b>                                               |                 |                 |                 |                   |                 |                 |                 |                   |                 |                 |                 |                   |                 |
| Obtain all Federal, State, and Local Permits and Approvals                   | X               | X               | X               | X                 |                 |                 |                 |                   |                 |                 |                 |                   |                 |
| Final Design and Approvals                                                   | X               | X               | X               | X                 |                 |                 |                 |                   |                 |                 |                 |                   |                 |
| Obligation of Funds and Agreement                                            |                 |                 |                 | X                 |                 |                 |                 |                   |                 |                 |                 |                   |                 |
| <b>Construction</b>                                                          |                 |                 |                 |                   |                 |                 |                 |                   |                 |                 |                 |                   |                 |
| Bid Advertising                                                              |                 |                 | X               | X                 |                 |                 |                 |                   |                 |                 |                 |                   |                 |
| Port Infrastructure Improvements (access infrastructure, dock stabilization) |                 |                 |                 | X                 | X               |                 |                 |                   |                 |                 |                 |                   |                 |
| Dredge encroaching sediment from Harbor                                      |                 |                 |                 | X                 | X               |                 |                 |                   |                 |                 |                 |                   |                 |

|                                                                                         | Nov-Dec 2021 | Jan-Mar 2022 | Apr-Jun 2022 | July-Sept 2022 | Oct-Dec 2022 | Jan-Mar 2023 | Apr-Jun 2023 | July-Sept 2023 | Oct-Dec 2023 | Jan-Mar 2024 | Apr-Jun 2024 | July-Sept 2024 | Oct-Dec 2024 |
|-----------------------------------------------------------------------------------------|--------------|--------------|--------------|----------------|--------------|--------------|--------------|----------------|--------------|--------------|--------------|----------------|--------------|
| Deposit/re-use dredge materials on shore to stabilize erosion                           |              |              |              | X              | X            |              | X            | X              |              |              |              |                |              |
| Conduct coastal resiliency and shoreline stabilization projects with community partners |              |              |              | X              | X            |              | X            | X              | X            |              | X            | X              | X            |
| Intermediate and Final Inspections                                                      |              |              |              |                | X            |              |              |                | X            |              |              |                | X            |
| Project Closeout                                                                        |              |              |              |                |              |              |              |                |              |              |              |                | X            |

- 2. Assessment of Project Readiness Risks and Mitigation Strategies.** All required environmental approvals are outlined in section V below. Required approvals and appropriate lead time are included in the project schedule. It is not anticipated that obtaining necessary permits/approvals will affect project obligation. Further, the City of Marquette and project partners have undertaken and will continue to undertake strategies to mitigate any potential risks to project implementation and completion. Any uncertainties around environmental conditions will be addressed through environmental studies, early and frequent communication with the regulatory agencies, and the project team, which includes a diverse collaboration of partners. The project design will utilize coastal resiliency best practices including beneficial reuse of dredged materials for development of a “living shoreline” to restore and strengthen natural systems, improve the resiliency of the shoreline to more frequent and intense storms, and provide contiguous habitat along the Lake Superior shoreline. Additional best practices will be implemented to avoid the introduction and/or spread of invasive species, soil erosion and off-site sedimentation, and other non-point source pollution. The City and partners will continue to work closely with Michigan EGLE and USACE permitting staff to finalize engineered plans, and obtain NEPA clearance and permits for implementation.

## **B. Environmental Approvals**

- 1. Information about the NEPA status of the project.** Based on review of the Maritime Administration Manual Orders MAO 600-1, the City of Marquette and partners anticipate the project will qualify for a Categorical exclusion that does not require an environmental assessment or environmental impact statement as the proposed actions will not have a significant effect on the quality of the environment (individually or cumulatively).

The actions proposed will not change the existing character of the Port equipment, facility, or structure but will ensure the safe and efficient operations

of the Port including the LSI Marquette Ore Dock shipping channel. If a Categorical exclusion cannot be issued and environmental documents are required, the City and its partners are prepared to develop an Environmental assessment/Finding of No Significant Impact.

2. **Environmental Permits and Reviews.** The City of Marquette and partners have initiated pre-application discussions with the Michigan Department of Environment, Great Lakes and Energy (EGLE) and the U.S. Army Corps of Engineers and will be required to obtain permits in compliance with the Federal Clean Water Act and Rivers and Harbors Act, and the Michigan Natural Resource and Environmental Protection Act (NREPA) prior to beginning construction on the project. The City will also coordinate with Marquette County to determine permitting needs under Part 91 of Michigan's NREPA. It is anticipated that all permits and necessary approvals will be obtained prior to construction on the timeline specified in the project schedule.

It should also be noted that this project compliments larger shoreline restoration/coastal resiliency efforts by the City of Marquette just south of the proposed project site (ongoing). The City has obtained environmental clearances for this work from the Federal funders (NFWF/NOAA/FEMA) as well as local, state, and federal permits.

3. **State and Local Approvals.** The project will require state and local approvals under the authority of the Michigan Natural Resource and Environmental Protection Act (NREPA) administered by the Michigan EGLE and Part 91 of Michigan's NREPA administered by Marquette County. It is anticipated that all permits and necessary approvals will be obtained prior to construction on the timeline specified in the project schedule.

Extensive public outreach has been conducted and the public is supportive of increasing the resiliency of the Lake Superior shoreline in the vicinity of the project area. Extensive planning around alternatives has resulted in a comprehensive approach that will not only protect and stabilize the shoreline and critical infrastructure (roads, utilities, etc.), but will restore coastal habitat, public green space, and public access to Lake Superior.

The City of Marquette in cooperation with partners has recently invested (with public support) over \$3 million in non-federal funding to implement coastal resiliency actions at the highest priority sites. During the fall of 2019, the shoreline experienced further damage, including shoreline areas that were previously not as impacted. This resulted in the need for emergency protection efforts and a need to address impacts to new sections of the shoreline sooner than anticipated (including the actions described in this proposal).

4. **Information on reviews, approvals, and permits by other agencies.** The proposed project does not require reviews, approvals, and permits by other entity other than state and local agencies.
5. **A description of whether the project is dependent on, or affected by, U.S. Army Corps of Engineers investment and the U.S. Army Corps of**

**Engineers planned activities as it relates to the project.** The project is not dependent on, or affected by, U.S. Army Corps of Engineers (USACE) investment but will provide related benefits to the adjacent federally authorized navigation channel for Presque Isle Harbor. Project partners consulted the U.S. Army Corps of Engineers (USACE) regarding the proposed dredging/infrastructure protection project. USACE supported the related benefits to the adjacent federally authorized navigation channel for Presque Isle Harbor and encouraged the City of Marquette to apply for this Port Infrastructure grant.

- 6. Environmental studies or other documents.** Please see the attached additional information and photos in Appendix A.

## **VI. DOMESTIC PREFERENCE**

The proposed project will improve the efficiency of the Port and protect critical infrastructure through shoreline stabilization and coastal resiliency efforts. This will reduce dredging requirements in the Port by removing the large plume of sediment that is encroaching on the shipping channel for a beneficial use elsewhere, further reducing future dredging requirements at the port by impounding sediment to the south through the coastal resiliency efforts. All attempts will be made to source materials that are produced or manufactured domestically; work requiring contracts will favor local businesses and organizations. No acquisition of heavy equipment or exceptions to/waivers of the Buy American provisions are anticipated.

## **VII. DETERMINATIONS**

Applicants should use this section of the application to summarize how their project and, if present, each independent project component, meets each of the following requirements.

| <b>Project Determination</b>                                                                                                                 | <b>Guidance</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|----------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. The project improves the safety, efficiency, or reliability of the movement of goods through a port or intermodal connection to the port. | The Marquette Port project will improve the safety, efficiency, and reliability of iron ore shipments through this port and connecting Great Lakes ports. Specifically, the project will: 1) improve critical port infrastructure, 2) dredge encroaching sediment to protect port infrastructure, and 3) deposit dredge materials on shore to enhance coastal restoration and protect port road infrastructure. Benefits of the proposed project include improved reliability and usage of the south side of the LSI Ore Dock (targeting the possibility of a permanent blockage of the Port as a result of the plume) and ensure the critical |

|                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|---------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                                                                                             | <p>movement of goods throughout the Great Lakes region.</p> <p>The removal of the sediment plume will also restore the natural outflow of the Dead River into Lake Superior through dredging, targeting transportation-related safety. Michigan's Department of Natural Resources (DNR) notified the public of safety concerns near the project location, as the plume creates the dangerous possibility of paddlers and other recreational users of that area being pulled toward interactions with large shipping freighters.</p> |
| 2. The project is cost effective.                                                                                                           | The project is cost effective, with a calculated BCR of 8.5; see the attached BCA.                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 3. The eligible applicant has the authority to carry out the project.                                                                       | The City of Marquette is the sole owner of the shoreline property in the project area and has the authority to carry out the project. The Port of Marquette (Port) was authorized by Rivers and Harbors Acts of June 3, 1896; June 13, 1902; August 30, 1935; and July 14, 1960. Cleveland Cliffs Inc. (project partner) owns and operates the Port and its infrastructure.                                                                                                                                                         |
| 4. The eligible applicant has sufficient funding available to meet the matching requirements.                                               | Cleveland-Cliffs Inc. is providing non-federal match in the form of dredging and related infrastructure improvements. The dredged material will then be reused and deposited along compatible shoreline areas for coastal restoration.                                                                                                                                                                                                                                                                                              |
| 5. The project will be completed without unreasonable delay.                                                                                | The project will be completed on time and within budget. No unreasonable delays are anticipated.                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 6. The project cannot be easily and efficiently completed without Federal funding or financial assistance available to the project sponsor. | The proposed project is targeting the mitigation and adaptation of climate change impacts to a critical port access point. Without federal funding assistance, the project cannot move forward at full scale; instead, the project would consist of small-scale yearly dredging efforts—                                                                                                                                                                                                                                            |

|  |                                                                                                          |
|--|----------------------------------------------------------------------------------------------------------|
|  | continuing the consistent threat of delay and/or total blockage of access to the south side of the Port. |
|--|----------------------------------------------------------------------------------------------------------|

## **VIII. PHOTOS AND GRAPHICS**

Please refer to Appendix A.

## **Appendix A - ADDITIONAL INFORMATION FOR HISTORIC PRESERVATION REVIEW**

### **Brief Project Description:**

High Great Lakes water levels and recent storm events have created the following impacts to the Port of Marquette and related port infrastructure:

- Unprecedented stress to port infrastructure (access infrastructure, unloading dock erosion)
- Severe coastal erosion that has damaged shoreline to the south of the Port
- Created a massive sediment plume that is encroaching on the ore dock threatening port infrastructure and shipping

To address these port infrastructure impacts the proposed project will accomplish the following:

- Improve critical port infrastructure (access infrastructure, unloading dock stabilization)
- Dredge encroaching sediment to protect port infrastructure (approximately 75,000 cubic yards)
- Deposit dredge materials on shore to stabilize erosion and protect port road infrastructure

#### **1. USGS Quad Map that clearly identifies the project location.**

Please see the attached USGS 7.5 minute series quadrangle map (1:24,000 scale). The project Area of Potential Effects (APE) including the entire length of the project and 1,000 feet inland (Michigan Coastal Zone Boundary) and 2,000 feet offshore.

#### **2. Township, Range, Section.**

The proposed project is located in T48N, R25W, Section 2, Section 11, and Section 14.

#### **3. Site planning showing limits of proposed excavation. Description of width, length, and depth of proposed ground distributing activity.**

Please see the attached site plan. Total project area, and dimensions of excavation and fill areas are provided below:

- Total Project Area: 11,120 linear feet, 1,110' wide (maximum) and 80' wide (minimum), 82.7 acres.
- Dredge Area (excavation): 1,740' long x 50' (minimum) to 500' (maximum) wide, 5'-18' deep. 14 acres. Includes approximately 75,000 cubic yards of material to be dredged from this area.
- Beneficial Reuse Area (fill): 8,000' long, 450' wide (maximum), and 80' wide (minimum), 25.7 acres.

#### **4. Previous land use and disturbances.**

Historically, the Lake Superior shoreline in the project area consisted primarily of industrial uses (factories and rail yards), Port operations, and utilities including the Presque Isle Power Plant. Today, the project area serves as the main route to the Port, public marina public parks, and public/open green spaces that provide recreational access to Lake Superior (please see attached photos).

There is a parcel (35 acres) located immediately south and west of the project site (known as the former Cliffs Dow Site) has been designated as a Michigan Part 201 Facility due to contaminated groundwater from past industrial uses. The City is currently working closely with Michigan EGLE and Great Lakes Coastal Engineers to ensure that the ongoing and proposed shoreline improvements will not result in impacts to the environment or public health from contamination at the site. More information related to this site (including studies and reports) will be provided upon request.

Previous land disturbances in the project area have included historic industry and rail lines/yards that road and non-motorized trail construction, maintenance dredging of nearshore areas, construction of new park buildings/facilities, loss/damage of natural shoreline habitat due to large Lake Superior storms, and mechanical removal of debris and sand from roads and paths following large storm events.

5. Current land use and conditions.

The proposed project area includes 11,120 linear feet of Lake Superior shoreline that consists of sand beach, dune grasses, and native tree species, and park facilities including a parking area, restroom facility, and picnic areas. This area has been highly impacted by storm damaged and coastal flooding in recent years (please see attached photos). The Lake Superior bottom lands in the project area consist primarily of sand with few small rock outcroppings and boulders.

Lakeshore Boulevard, municipal utilities (water, sewer, electric, etc.), and a multi-use trail parallel the shoreline and provide north/south access to the Port and public parks. There have been no artifacts found in the project area. There are small wetlands located on adjacent private property in the project area. These wetlands will not be impacted by the proposed project (please see attached photos).

6. List and date all properties 50 years of age or older located in the project area.

Buildings/structures located in the project area (listed from north to south) include, the LS&I Marquette Ore Dock and facilities (constructed in 1911) including a coal un-loading structure, the Presque Isle Power Plant (constructed in 1955), Clark Lambros Beach Park restroom facility (constructed in 2015), a City of Marquette sanitary sewer lift station building (age unknown), and a commercial building (constructed in 2014) and parking area. There are no other structures or buildings located in the project area.

7. Timing of Construction Activities: Construction is expected begin in 2022 and will be completed by December 2024.

8. Proposed Construction Materials: Proposed construction materials include sand, rock, and native plant species.
9. Construction Operation Practices: Construction is expected begin in 2022 and will be completed by December 2024. Some tasks may occur simultaneously but in general would consist of the following sequence:
  1. Improve critical port infrastructure (access infrastructure, ore dock stabilization)
  2. Dredge encroaching sediment to protect port infrastructure (approximately 75,000 cubic yards).
  3. Deposit dredge materials on shore to stabilize erosion and protect port road infrastructure- beneficial reuse
10. Site Access During/After Construction: Site access will be restricted during earth moving activities. Following construction, full public access will be restored.
11. Tree Clearing: There is no planned clearing of live trees included in the proposed project.
12. Best Management Practices to be implemented: The project design will utilize coastal resiliency best practices including beneficial reuse of dredged materials for development of a “living shoreline” to restore and strengthen natural systems, improve the resiliency of the shoreline to more frequent and intense storms, and provide contiguous habitat along the Lake Superior shoreline. Additional best practices will be implemented to avoid the introduction and/or spread of invasive species, soil erosion and off-site sedimentation, and other non-point source pollution. The City and partners will continue to work closely with Michigan EGLE and USACE permitting staff to finalize engineered plans, and obtain NEPA clearance and permits for implementation.
13. Direct, Indirect, and Cumulative Impacts: The project is not expected to result in any direct, indirect or cumulative impacts to coastal uses, essential fish habitat, historic properties including archeological resources or historic structures, or to the long-term conservation of fish, wildlife and other natural resources. A State Historic Preservation Office (SHPO) review and Phase I archeological study was previously conducted for the southern portion of the project area and determined that no historic properties or archeological sites or artifacts were present. If funded, a separate SHPO review of the proposed project site area will be conducted to verify that no known historic structures will be affected during construction. The project is not located in a Special Flood Hazard Area, as depicted on a National Flood Insurance Rate Map. The City of Marquette participates in the National Flood Insurance Program.
14. Project Site Map/Plan and Photographs: See attached.
15. Documentation of Endangered or Threatened Species: A review of potential threatened or endangered species or critical habitat was provided by The Nature Conservancy using the Michigan Natural Features Inventory National Heritage database. The table below lists the potential occurrences located within a one mile radius of the proposed project area.

Endangered or Threatened Species Observed within One Mile of the Project Area:

| Scientific Name                | Common Name         | Federal Rank | State Rank |
|--------------------------------|---------------------|--------------|------------|
| <i>Falco peregrinus</i>        | Peregrine falcon*   |              | E          |
| <i>Salix pellita</i>           | Satiny willow       |              | SC         |
| <i>Drosera anglica</i>         | English sundew      |              | SC         |
| <i>Carex atratiformis</i>      | Sedge               |              | T          |
| <i>Rallus elegans</i>          | King rail           |              | E          |
| <i>Myotis septentrionalis</i>  | Northern long-eared | LT           | SC         |
| <i>Myotis lucifugus</i>        | Little brown bat    |              | SC         |
| <i>Trisetum spicatum</i>       | Downy oat-grass     |              | SC         |
| <i>Gymnocarpium</i>            | Limestone oak fern* |              | T          |
| <i>Pinguicula vulgaris</i>     | Butterwort*         |              | SC         |
| <i>Corispermum</i>             | American bugseed*   |              | SC         |
| <i>Juncus stygius</i>          | Moor rush           |              | T          |
| <i>Amerorchis rotundifolia</i> | Small round-leaved  |              | E          |
| <i>Tanacetum huronense</i>     | Lake Huron tansy    |              | T          |

\*observed within the past 10 years

*Determination of no adverse impacts from TNC:* The proposal area was checked against the Michigan Natural Features Inventory database. The project area falls into the element occurrence range of Small Round Leaved Orchis (*Amerorchis rotundifolia*), King Rail (*Rallus elegans*), Satiny Willow (*Salix pellita*), Lake Huron Tansy (*Tanacetum huronense*), Moor Rush (*Juncus stygius*), Northern Long Eared Bat (*Myotis septentrionalis*), and Little Brown Bat (*Myotis lucifugus*). All of these element occurrence observations are more than thirty years old. Within one mile of the project area, there are other occurrences of Peregrine Falcon (*Falco peregrinus*), English sundew (*Drosera anglica*), Sedge (*Carex atratiformis*), Downy oat-grass (*Trisetum spicatum*), Limestone Oak Fern (*Gymnocarpium robertianum*), Butterwort (*Pinguicula vulgaris*), and American bugseed (*Corispermum americanum*). Some of these have been seen within the past ten years. In accordance with TNC staff recommendations, the [MNFI Rare Plants and Animals List](#) will be utilized to survey the project area for these species; however, it is unlikely that they are still present in the project area.

Citation: *Natural Heritage Biotics Database. Consolidated by: Michigan Natural Features Inventory. Distributed by MNFI and accessed on December 10, 2019 by Lisa Niemi and Emily Clegg at The Nature Conservancy.*

## The Port of Marquette, MI: Protecting Critical Infrastructure and Improving Efficiency

Project Area of Potential Effects (APE)



# The Port of Marquette, MI: Protecting Critical Infrastructure and Improving Efficiency

## Project APE on USGS Topo



# The Port of Marquette, MI: Protecting Critical Infrastructure and Improving Efficiency





Photo 1. Looking north at the Port access road (Lakeshore Boulevard) during a storm.

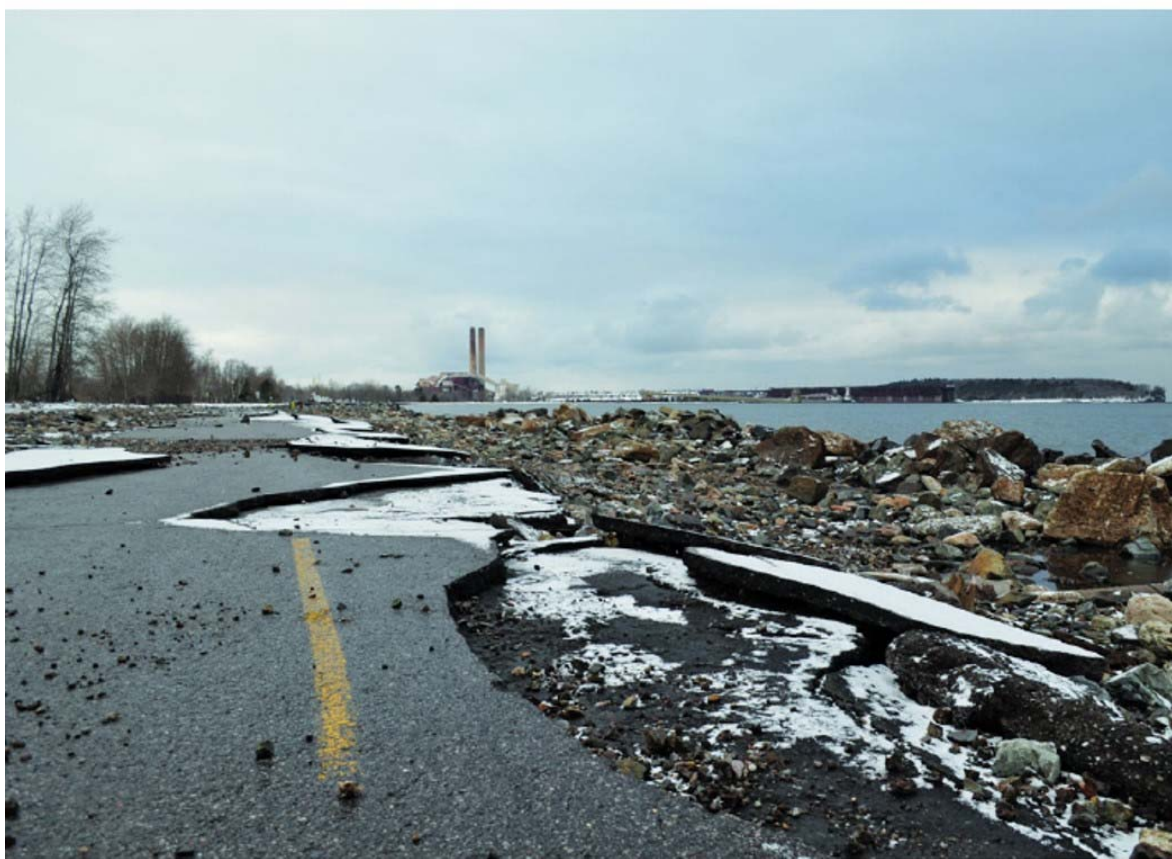


Photo 2. Looking north at Lakeshore Boulevard and shoreline damage that occurred during the fall of 2019.



Photo 3. Addition shoreline damage that occurred during the fall of 2019 south of the project area.



Photo 4. Aerial photo looking north at the sediment plume encroaching on the Marquette Ore Dock.

## The Port of Marquette, MI: Protecting Critical Infrastructure and Improving Efficiency



Photo 5. Google Earth image of the same area prior to recent fall storms.

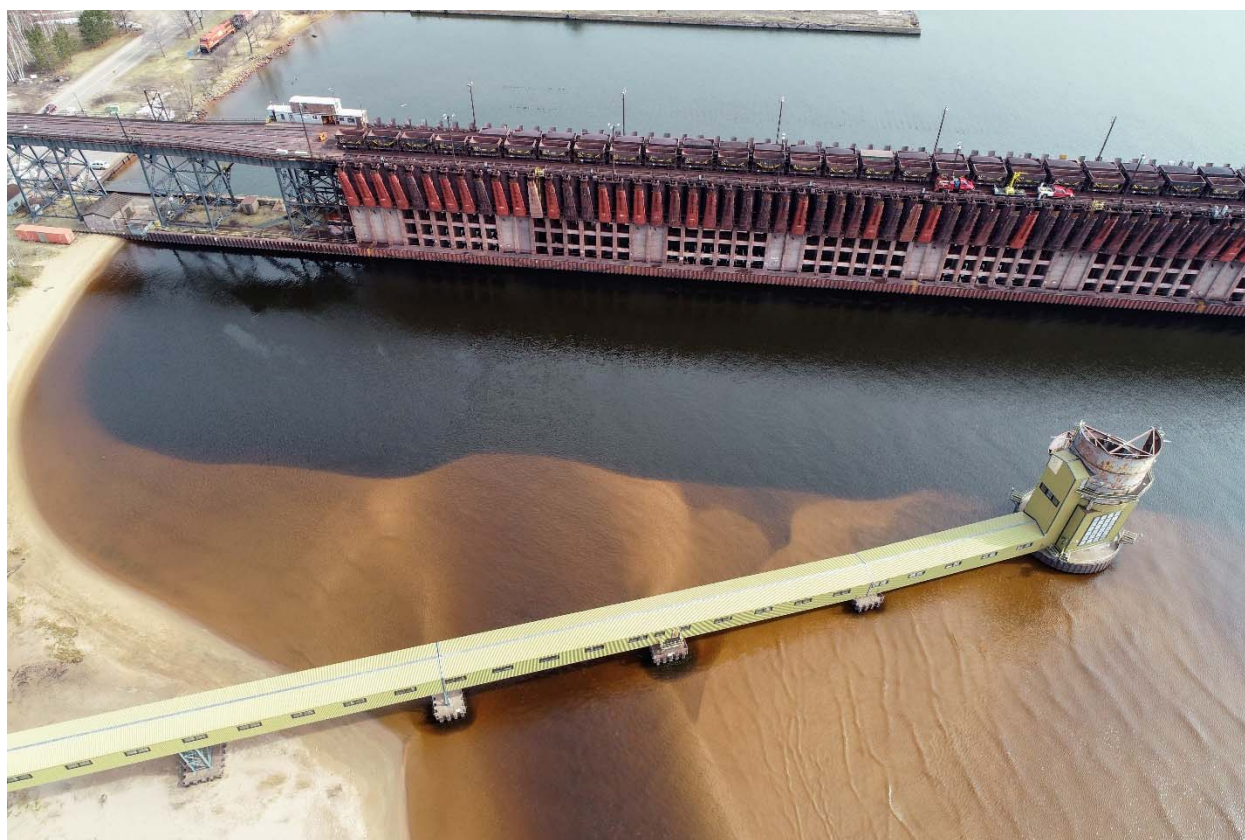


Photo 6. Aerial photo of the sediment plume encroaching on the Marquette Ore Dock slip.



Photo 7. Looking southeast from Hawley Street at a commercial building (built in 2014).



Photo 8. Looking north at the City municipal pump house building located near the northwest intersection of Hawley Street and Lakeshore Boulevard (date of construction is unknown).



Photo 9. Looking north at the Port access road (Lakeshore Boulevard) at the intersection with Hawley Street.



Photo 10. Looking south at Lakeshore Boulevard from the intersection with Hawley Street.



Photo 11. Looking south at shoreline damage adjacent to Lakeshore Boulevard. Note the road is very close to the lake in this area and is frequently overtopped by waves.



Photo 12. Looking north at the Lake Superior shoreline and Lakeshore Boulevard near Hawley Street.



Photo 13. Looking north at the natural sand/dune beach and public park.



Photo 14. Clark Lambros Beach Park restroom facility and parking area (constructed in 2015).



Photo 15. Looking north at the mouth of the Dead River.



Photo 16. Looking northeast at natural beach and parking area adjacent to the Marquette Ore Dock.



Photo 17. Looking northeast at the Marquette Ore Dock and coal unloading structure.



Photo 18. Looking north at the natural shoreline adjacent to the Marquette Ore Dock.

## The Port of Marquette, MI: Protecting Critical Infrastructure and Improving Efficiency



Photo 19. Looking north at the LS&I dock facilities and outbuildings (first construction in 1911).



Photo 20. Looking southeast at the LS&I Marquette Ore Dock and facilities including U.S. Customs station (year built unknown).



Photo 21. Aerial photo looking southwest at the coastal restoration/beneficial reuse area (July 2020). Phase I included road relocation to move the road inland. Phase II shoreline restoration to begin in 2022.

## City of Marquette, MI

300 West Baraga Avenue  
Marquette, MI 49855

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**Agenda Date:** 9/26/2022

### **Consent Agenda** **Presque Isle Marina - Construction Services**

#### **BACKGROUND:**

At its November 29, 2021 meeting, the City Commission approved a Waterways grant agreement for removal of the remaining pier, repaving the parking lot, dock anchorage and utility infrastructure at Presque Isle Marina. The project budget is \$524,200, fifty percent of which is covered by the Waterways grant.

At its June 22, 2022 meeting, the City Commission awarded Coleman Engineering Company the professional contract for the project.

Staff advertised a request for proposals for construction services, for pier removal and floating pier anchorage system installation, from August 17, 2022 to September 7, 2022. The following proposals were received:

- MJO Contracting, Inc. - \$346,100
- J.F. Brennan Company, Inc. - \$593,110
- Associated Constructors, LLC - 598,000

Coleman Engineering and staff have reviewed the bids and find all three to be substantially complete and recommend MJO Contracting, Inc. be awarded the contract as low bidder.

The State of Michigan Waterways Commission staff are reviewing the bid documents to verify all grant requirements have been met.

#### **FISCAL EFFECT:**

Matching funds for this project are included in the FY 2022 budget.

#### **RECOMMENDATION:**

Award MJO Contracting, Inc. the construction contract, in the amount of \$346,100, contingent upon State approval, and authorize the Mayor and City Clerk to sign the contract.

#### **ALTERNATIVES:**

As determined by the Commission.

#### **ATTACHMENTS:**

Description

- ▢ Bid Tabulation
- ▢ Coleman Recommendation
- ▢ Contract

**BID TABULATION** - The City of Marquette  
 Presque Isle Marina Rehabilitation Project, Ph. 3, Contract I  
 EC-220533

|                                       |                                 |          |      | MJO Contracting, Inc. |                      | J.F. Brennan Company, Inc. |                      | Associated Constructors, LLC |                      |
|---------------------------------------|---------------------------------|----------|------|-----------------------|----------------------|----------------------------|----------------------|------------------------------|----------------------|
| Item                                  | Description                     | Unit     | Qty. | Unit Price            | Total                | Unit Price                 | Total                | Unit Price                   | Total                |
| <b>GENERAL</b>                        |                                 |          |      |                       |                      |                            |                      |                              |                      |
| 1                                     | Mobilization                    | Lump Sum | 1    | \$ 111,000.00         | \$ 111,000.00        | \$ 133,370.00              | \$ 133,370.00        | \$ 59,800.00                 | \$ 59,800.00         |
| <b>PIER REMOVAL</b>                   |                                 |          |      |                       |                      |                            |                      |                              |                      |
| 2                                     | Removing Existing Bin-Type Pier | Lump Sum | 1    | \$ 38,000.00          | \$ 38,000.00         | \$ 124,440.00              | \$ 124,440.00        | \$ 212,000.00                | \$ 212,000.00        |
| 3                                     | Riprap Installation             | Lump Sum | 1    | \$ 6,100.00           | \$ 6,100.00          | \$ 31,870.00               | \$ 31,870.00         | \$ 9,800.00                  | \$ 9,800.00          |
| <b>FLOATING PIER ANCHORAGE SYSTEM</b> |                                 |          |      |                       |                      |                            |                      |                              |                      |
| 4                                     | Floating Pier Anchorage System  | Lump Sum | 1    | \$ 191,000.00         | \$ 191,000.00        | \$ 303,430.00              | \$ 303,430.00        | \$ 316,400.00                | \$ 316,400.00        |
|                                       |                                 |          |      | <b>TOTAL</b>          | <b>\$ 346,100.00</b> | <b>TOTAL</b>               | <b>\$ 593,110.00</b> | <b>TOTAL</b>                 | <b>\$ 598,000.00</b> |



## COLEMAN ENGINEERING COMPANY

CIVIL ENGINEERING • ENVIRONMENTAL ENGINEERING • GEOTECHNICAL ENGINEERING • SURVEYING

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635 CIRCLE DRIVE • IRON MOUNTAIN, MI 49801 • PHONE: 906-774-3440

September 8, 2022

Mr. Jon Swenson, Director  
City of Marquette  
Parks and Recreation Department  
401 Fair Avenue  
Marquette, MI 49855

Re: Presque Isle Marina Rehabilitation Project – Phase III  
Contract I – Pier Removal and Dock Anchorage  
Recommendation of Award

Dear Mr. Swenson:

Coleman Engineering Company (CEC) has reviewed the bids received on September 7, 2022 for the above referenced project. CEC has prepared and attached a bid tabulation.

The apparent low bid was received from MJO Contracting, Inc. in the amount of \$346,100.00 for the work specified in the contract documents. CEC has verified that all of the required forms for bidding were submitted. CEC has worked with MJO Contracting, Inc. in the past and have found them to be a responsible bidder.

If the City accepts the bid received from MJO Contracting, Inc., we recommend the award be made in the amount of \$346,100.00. This approval should be in the form of a resolution.

We have prepared the Notice of Award to MJO Contracting, Inc. in anticipation of your award. There are requirements listed on the Notice of Award that MJO Contracting, Inc. will need to fulfill prior to completion of the award process. These requirements include providing bonds and insurance certificates.

If you decide to make the award to MJO Contracting, Inc., please sign the attached Notice of Award document and return via email to Coleman Engineering Company. We will distribute the executed Notice of Award to the Contractor along with other required contractual items. When the contract is complete, we will provide you with a fully executed set of contract documents.

Page 2  
September 8, 2022

Please be aware this analysis is not binding on the City and we can change the award as you direct.

Please contact me if you have any questions or require additional information.

Sincerely,  
COLEMAN ENGINEERING COMPANY



Steven Friberg, P.E.  
Project Manager

SF/gp

Attachments

**AGREEMENT  
BETWEEN OWNER AND CONTRACTOR  
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between The City of Marquette ("Owner") and \_\_\_\_\_  
\_\_\_\_\_ ("Contractor").

Owner and Contractor hereby agree as follows:

**ARTICLE 1 – WORK**

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

- Removal of Existing Fixed Pier
- Floating Dock System Anchorage
- H-Pile Installation

**ARTICLE 2 – THE PROJECT**

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Presque Isle Marina Rehabilitation Project – Phase III, Contract I – Pier Removal and Dock Anchorage.

**ARTICLE 3 – ENGINEER**

3.01 The part of the Project that pertains to the Work has been designed by Coleman Engineering Company.

3.02 The Owner has retained Coleman Engineering Company ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

**ARTICLE 4 – CONTRACT TIMES**

4.01 *Time of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Dates*

- A. The Work will be substantially completed on or before October 24, 2022 and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before November 1, 2022.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the

actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner \$500.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$500.00 for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

#### ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

~~A. For all Work other than Unit Price Work, a lump sum of: \$\_\_\_\_\_.~~

~~All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.~~

~~B. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item);~~

| Unit Price Work                                                                                           |             |      |                    |            |                |
|-----------------------------------------------------------------------------------------------------------|-------------|------|--------------------|------------|----------------|
| Item No.                                                                                                  | Description | Unit | Estimated Quantity | Unit Price | Extended Price |
|                                                                                                           |             |      |                    |            |                |
|                                                                                                           |             |      |                    |            |                |
|                                                                                                           |             |      |                    |            |                |
|                                                                                                           |             |      |                    |            |                |
|                                                                                                           |             |      |                    |            |                |
| Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities) |             |      |                    |            | \$             |

~~The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.~~

~~C. Total of Lump Sum Amount and Unit Price Work (subject to final Unit Price adjustment) \$.~~

~~D. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.~~

## ARTICLE 6 – PAYMENT PROCEDURES

### 6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

### 6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 30<sup>th</sup> day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
  - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
    - a. ~~95~~ percent of Work completed (with the balance being retainage); ~~if the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and~~
    - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, of the entire construction to be provided under the Contract Documents Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

### 6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

## ARTICLE 7 – INTEREST

- 7.01 All amounts not paid when due shall bear interest at the maximum legal percent per annum allowed.

## **ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS**

8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
- B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor’s safety precautions and programs.
- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor’s entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

## **ARTICLE 9 – CONTRACT DOCUMENTS**

9.01 *Contents*

- A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to \_\_, inclusive).
  2. Performance bond (pages \_\_ to \_\_, inclusive).
  3. Payment bond (pages \_\_\_\_\_ to \_\_, inclusive).
  4. Other bonds.
    - a. \_\_\_\_\_ (pages \_\_\_\_\_ to \_\_, inclusive).
  5. General Conditions (pages \_\_ to \_\_, inclusive).
  6. Supplementary Conditions (pages \_\_ to \_\_, inclusive).
  7. Specifications as listed in the table of contents of the Project Manual.
  8. Drawings (not attached but incorporated by reference) consisting of 9 sheets with each sheet bearing the following general title: Presque Isle Marina Rehabilitation Project – Phase III, Contract I – Pier Removal and Dock Anchorage.
  9. Addenda (numbers \_\_ to \_\_, inclusive).
  10. Exhibits to this Agreement (enumerated as follows):
    - a. Contractor's Bid (pages \_\_ to \_\_, inclusive).
    - b. Documentation submitted by Contractor prior to Notice of Award (pages \_\_\_\_\_ to \_\_\_\_\_, inclusive).
    - c. Certificate of Owner's Attorney and Agency Concurrence
  11. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    - a. Notice to Proceed.
    - b. Work Change Directives.
    - c. Change Orders.
    - d. Field Orders.
  12. Appendices
    - a. Marquette County Soil and Sedimentation Control Permit
    - b. EGLE/USACE Joint Permit
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

## **ARTICLE 10 – MISCELLANEOUS**

### **10.01 Terms**

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

#### 10.02 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

#### 10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

#### 10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

#### 10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
  - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

#### 10.06 *Other Provisions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor,

through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on \_\_\_\_\_ (which is the Effective Date of the Contract).

OWNER: The City of Marquette

CONTRACTOR:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

*(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Address for giving notices:

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

License No.: \_\_\_\_\_  
*(where applicable)*

*(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)*

**NOTE TO USER:** Use in those states or other jurisdictions where applicable or required.

## **City of Marquette, MI**

300 West Baraga Avenue  
Marquette, MI 49855

---

**Agenda Date: 9/26/2022**

### **Consent Agenda** **Purchase of 96-gallon Recycling Carts**

#### **BACKGROUND:**

The City applied for and was awarded two complementary grants: the Michigan Department of Environment, Great Lakes, & Energy (EGLE) Recycling Infrastructure Grant and The Recycling Partnership Residential Curbside Recycling Cart Grant. The City Commission approved the submission of these grants and authorized a letter of support at the September 27, 2021 regular meeting. These grants provide the opportunity to enhance curbside collection of recyclables through the implementation of recycling carts at no cost to City residents. The project included universal/automatic distribution of carts which automatically provided a recycling cart to every residential household eligible for garbage service. In order for the City to receive the maximum grant amount, each house needs to utilize the cart for recycling.

The City followed the recommendation of the grant providers and chose the one-size fits all approach for the grant and procured 64-gallon recycling carts. The carts were delivered to the residents the week of September 12, 2022. Many residents that were already on the cart system have reached out and requested accommodations for more recycling volume. As a community that is trying to promote recycling, staff feel that the residents requiring extra volume can be accommodated by providing 96-gallon recycling carts. Many of these residents already had 96-gallon yellow-top carts under the previous system.

Staff obtained a quote from Cascade Engineering of Grand Rapids, Michigan to provide the additional carts. The lead time is 4-5 weeks for 96-gallon carts. The appearance of the 96-gallon cart will be the same as the 64-gallon cart.

#### **FISCAL EFFECT:**

The fund balance of the Solid Waste Fund has sufficient funding to cover the purchase of the carts. The purchase will not affect the user fees charged to the residents.

#### **RECOMMENDATION:**

Approve the purchase of 96-gallon recycling carts from Cascade Engineering of Grand Rapids, Michigan in an amount not-to-exceed \$29,860 per the attached quote.

#### **ALTERNATIVES:**

As determined by the Commission.

#### **ATTACHMENTS:**

Description

- 96-gallon Recycling Cart Quote



# QUOTE

4950 37th Street SE, Grand Rapids, MI 49512

Date: September 20, 2022

| QUOTE PREPARED FOR:                                                                                  | SHIP TO:      |
|------------------------------------------------------------------------------------------------------|---------------|
| Scott Cambensy<br>City of Marquette, MI<br>300 W. Baraga Ave.<br>Marquette, MI 49855<br>906-458-9313 | Marquette, MI |

| ITEM DESCRIPTION                                                                                                                                               | QUANTITY | UNIT PRICE | EXTENDED PRICE     |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|------------|--------------------|
| <b>96-Gallon ICON Series Containers</b><br>-Ocean Blue Body with 'Recycle 906' on one side and<br>'Marquette Logo' on one side. Blue Lid with 'Recycling Only' | 522      | \$53.00    | \$27,666.00        |
| <b>8" x 12" In-mold Recycling Lid Label</b><br>-IML to include acceptable items                                                                                | 522      | \$2.00     | \$1,044.00         |
| Subtotal                                                                                                                                                       |          |            | \$28,710.00        |
| Freight                                                                                                                                                        | 1        | \$1,150.00 | \$1,150.00         |
| Sales Tax (if applicable)                                                                                                                                      | -        |            | \$0.00             |
| <b>Total</b>                                                                                                                                                   |          |            | <b>\$29,860.00</b> |

| ADDITIONAL INFORMATION                                                                                                                                                                              |                                                                                                             |                     |      |       |       |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------|---------------------|------|-------|-------|
| Freight Info: 1 truckloads @ \$1,150 per truckload                                                                                                                                                  |                                                                                                             |                     |      |       |       |
| Leadtime: 4 weeks                                                                                                                                                                                   |                                                                                                             |                     |      |       |       |
| Payment Terms: NET45                                                                                                                                                                                |                                                                                                             |                     |      |       |       |
| Warranty: 10 year non-prorated                                                                                                                                                                      |                                                                                                             |                     |      |       |       |
| Quote Valid Until: 11/1/22                                                                                                                                                                          |                                                                                                             |                     |      |       |       |
| Taxes: All applicable taxes to be paid by buyer unless tax exemption certificate is provided                                                                                                        |                                                                                                             |                     |      |       |       |
| PRESENTED BY:                                                                                                                                                                                       | ACCEPTED BY:                                                                                                |                     |      |       |       |
| Brian Miller, Regional Sales Manager<br>Cascade Engineering, Inc.<br>4950 37th Street SE<br>Grand Rapids, MI 49512<br>Phone: 616-915-1693<br>Fax: 616-975-4902<br>Email: brian.miller@cascadeng.com | <table> <tr> <td>Sign and Print Name</td><td>Date</td></tr> <tr> <td>Title</td><td>Phone</td></tr> </table> | Sign and Print Name | Date | Title | Phone |
| Sign and Print Name                                                                                                                                                                                 | Date                                                                                                        |                     |      |       |       |
| Title                                                                                                                                                                                               | Phone                                                                                                       |                     |      |       |       |

Please return signed acceptance to Brian Miller at the email or fax number above.

## City of Marquette, MI

300 West Baraga Avenue  
Marquette, MI 49855

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**Agenda Date:** 9/26/2022

### **Consent Agenda**

#### **Sault Ste. Marie Tribe of Chippewa Indians Funding for the YMCA**

##### **BACKGROUND:**

Recently staff from the David and Thu Brule' YMCA of Marquette County (YMCA) asked the City to serve as the fiscal pass-through agent for funding from the Sault Ste. Marie Tribe of Chippewa Indians. They plan to ask the Tribe for \$6,000 to assist the YMCA's youth programs for low-to-moderate income families throughout Marquette County. In consideration of the City agreeing to act as a pass-through, the YMCA agrees to dedicate any funds received from the Sault Ste. Marie Tribe to the purposes set forth in the attached agreement prepared by the City Attorney.

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

##### **FISCAL EFFECT:**

No direct cost to the City.

##### **RECOMMENDATION:**

Approve the request to act as the fiscal intermediary for Sault Ste. Marie Tribe funding of \$6,000 to assist the YMCA's youth programs for low-to-moderate income families throughout Marquette County.

##### **ALTERNATIVES:**

As determined by the Commission.

##### **ATTACHMENTS:**

###### Description

- ▣ YMCA Sault Tribe Request
- ▣ YMCA Sault Tribe Agreement



FOR YOUTH DEVELOPMENT®  
FOR HEALTHY LIVING  
FOR SOCIAL RESPONSIBILITY

## David & Thu Brule' YMCA of Marquette County

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### BOARD OF DIRECTORS

Randell Girard  
*President*

Christine Pesola  
*Vice President*

Michele Butler  
*Past President*

Alfred Hendra  
*Treasurer*

Kristen Derocha  
*Secretary*

Brett Beranek

Cedric Calhoun

Kara Damm

Travis Hongisto

Carolyn McDonald

Dr. Chelsa Ray

David Hendrickson

Rachel Johnson

Amanda Specker

Dr. Greg Jones

Steven Nystrom

September 5, 2022

Mrs. Karen K. Kovacs  
City of Marquette  
300 West Baraga Ave  
Marquette, MI 49855

Dear Mrs. Kovacs and City Commission Members,

On behalf of the YMCA of Marquette County, we sincerely appreciate your past support in serving as fiscal agents for previous projects and programming. I am writing to ask that the City of Marquette once again serve as a fiscal agent for our grant request to the Sault Ste. Marie Tribe of Chippewa Indians. Our grant proposal is for support toward program costs for low to moderate income youth.

We are requesting \$6,000 in funding from the Sault Ste. Marie Tribe of Chippewa Indians to support our Healthy Out of School time programs in Marquette County. Each of these YMCA programs is vital in supporting youth development throughout our county.

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) 227-9622 or email at [jzdunek@ymcamqt.org](mailto:jzdunek@ymcamqt.org)

Sincerely,

Jenna Zdunek  
Chief Executive Officer  
[jzdunek@ymcamqt.org](mailto:jzdunek@ymcamqt.org)

Tax ID Number: 38-3211419

No goods and services were provided in consideration, in whole or in part, for this gift

### YMCA OF MARQUETTE COUNTY

1420 Pine Street, Marquette MI 49855

P 906 227 9622 F 906 227 9248

[WWW.YMCAMQT.ORG](http://WWW.YMCAMQT.ORG)

## AGREEMENT

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022, 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 DAVID AND THU BRULE' YMCA of MARQUETTE COUNTY, a Michigan nonprofit corporation, with offices located at 1420 Pine Street, Marquette, MI 49855 (hereinafter referred to as "YMCA");

**WHEREAS**, the YMCA provides financial assistance to low-to-moderate income youth for before and after school and pre-school programs, which is vital in supporting youth development in our community,

**WHEREAS**, Marquette City Charter Section 2-14 states: "The city commission shall provide for a public recreation program for the residents of the city;" and

**WHEREAS**, the Marquette City Commission having determined that the activities of the YMCA are a valid purpose under the Charter and is willing to enter into this Agreement with YMCA 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 YMCA of the sum of \$6,000 from the Sault Ste. Marie Tribe of Chippewa Indians, the YMCA will accept said money from the City to assist the City in carrying out its obligation to provide a public recreation program for its residents.
2. That the parties further understand and agree that the payment of the sum of \$6,000 by the City to the YMCA 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 YMCA.

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: 9/8/22

\_\_\_\_\_  
By: Jenna Zdunek, CEO  
Chief Executive Officer  
DAVID AND THU BRULE' YMCA  
of MARQUETTE COUNTY

## City of Marquette, MI

300 West Baraga Avenue  
Marquette, MI 49855

---

**Agenda Date:** 9/26/2022

### **Consent Agenda** **Schedule Public Hearing - Water Ordinance**

#### **BACKGROUND:**

The City Commission approved a contract with Davis & Davis Law Offices PLC, to review and update the City's water ordinance in 2021. The current water use ordinance had not been updated recently and was in need of a legal and technical review. During the review of the water ordinance, it was also noted a clarification is needed in the sewer use ordinance related to the timeline required for connecting to the public sewer.

#### **FISCAL EFFECT:**

None.

#### **RECOMMENDATION:**

Schedule a Public Hearing for the October 11, 2022 regular City Commission meeting.

#### **ALTERNATIVES:**

As determined by the Commission.

#### **ATTACHMENTS:**

Description

- ▣ Summary
- ▣ Draft

## City of Marquette

### **Proposed ordinance to:**

- 1. Amend Section 48-72.4 (“Required connection to available sanitary sewer”) of Article III (“Sewers”) of Chapter 48 (“Utilities”) of the City Code; and**
- 2. Enact a new Article II (“Water”) of Chapter 48 (“Utilities”) of the City Code.**

\* \* \*

### **1. Sewer Ordinance.**

Section 48-72.4 (“Required connection to available sanitary sewer”) currently requires connection to the public sewer upon the city's written notice to the property owner to do so, and the connection must be completed *within the time frame specified by the city in the written notice*.

It is proposed to amend Section 48-72.4 to instead require connection to the public sewer to be completed *not later than 18 months after the City’s written notice to the property owner to do so*.

### **2. Water Ordinance.**

It is proposed to repeal in its entirety existing Article II (“Water”) of Chapter 48 (“Utilities”) and to enact a new Article II (“Water”) of Chapter 48 (“Utilities”).

The water ordinance as proposed to be updated sets forth the standards and procedures established by the City to provide clean and safe drinking water and protection of the water system for the benefit of the people that live in the City.

Overall, the proposed revisions are intended to improve City’s ability to administer and implement the ordinance. It provides the necessary authority and flexibility to effectively and efficiently address everyday water supply issues as they arise. It leaves the City well-equipped to face new challenges to the City’s water system emerging now and into the future.

A summary of the types of changes proposed is as follows:

- Outdated, incorrect, inconsistent, or ambiguous definitions and requirements in the current ordinance have been revised, clarified, or removed.
- Definitions and requirements have been revised, clarified, or added as needed to comply and conform with requirements of current plumbing codes and applicable state water supply and cross connection laws and regulations.
- Outdated practices and procedures that no longer apply have been revised to conform with the City’s current actual water supply and safety practices and procedures.

- The respective responsibilities of the City and City water customers (who owns what parts of the system, who pays for certain optional or required activities, etc.) have been clarified.
- The current ordinance contains provisions that deal with the same or similar subject matter in several different places, sometimes inconsistently. This has been corrected so that like subjects are dealt with together in the same sections and inconsistencies have been removed. This makes the ordinance easier to administer and also more user-friendly for City customers to determine requirements that might apply to them.

A copy of the table of contents of the proposed new water ordinance is attached to provide a quick more-detailed reference to the specific matters addressed by the new ordinance.

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE TO AMEND EXISTING SECTION 48-72.4 (“REQUIRED CONNECTION TO AVAILABLE SANITARY SEWER”) OF ARTICLE III (“SEWERS”) OF CHAPTER 48 (“UTILITIES”) OF THE CITY OF MARQUETTE CODE OF ORDINANCES; TO REPEAL EXISTING ARTICLE II (“WATER”) OF CHAPTER 48 (“UTILITIES”) OF THE CITY OF MARQUETTE CODE OF ORDINANCES; AND TO ENACT A NEW ARTICLE II (“WATER”) OF CHAPTER 48 (“UTILITIES”) OF THE CITY OF MARQUETTE CODE OF ORDINANCES, TO REGULATE THE USE OF AND CONNECTION TO THE CITY WATER SUPPLY SYSTEM, TO PROVIDE FOR THE SPECIAL ASSESSMENT OF WATER MAINS, TO CONTROL CROSS CONNECTIONS TO THE CITY WATER SUPPLY SYSTEM, TO PROVIDE FOR WATER USE RESTRICTIONS, TO PROVIDE FOR ENFORCEMENT, PENALTIES, AND OTHER RELIEF FOR VIOLATIONS AND GOVERN OTHER MATTERS REGARDING THE CITY WATER SUPPLY SYSTEM.**

**THE CITY OF MARQUETTE, MICHIGAN, ORDAINS:**

**1.     Amendment of existing Section 48-72.4 (“Required connection to available sanitary sewer”) of Article III (“Sewers”) of Chapter 48 (“Utilities”) of the City of Marquette Code of Ordinances.** Existing Section 48-72.4 (“Required connection to available sanitary sewer”) of Article III (“Sewers”) of Chapter 48 (“Utilities”) of the City of Marquette Code of Ordinances is hereby amended to read in its entirety as follows:

**48-72.4.     Required Connection To Available Sanitary Sewer**

The owner of any house, building, structure, property, or premises used for human occupancy, employment, recreation or other purposes, situated within the City, and abutting on any street, alley, easement, or right-of-way, in which there is located, or may in the future be located, a public sanitary sewer that is or will be within 200 feet of the nearest property line of such house, building, structure, property, or premises, is hereby required, at the owner’s expense, to install suitable toilet and plumbing facilities therein, and to connect such facilities directly with the proper public sanitary sewer, in accordance with the provisions of this Article. This subsection shall be complied with and connection with the public sanitary sewer shall be completed by the owner not later than 18 months after the City’s written notice to the property owner to do so. This subsection shall not apply to any persons served by a privately constructed, owned, operated, and maintained wastewater sewer and wastewater treatment facility which discharges directly to a natural outlet in accordance with the provisions of this Article and all other applicable state and federal laws.

**2.      Repeal of existing Article II (“Water”) of Chapter 48 (“Utilities”) of the City of Marquette Code of Ordinances.** Existing Article II (“Water”) of Chapter 48 (“Utilities”) of the City of Marquette Code of Ordinances is hereby repealed in its entirety.

**3.      Enactment of a new Article II (“Water”) of Chapter 48 (“Utilities”) of the City of Marquette Code of Ordinances.** A new Article II (“Water”) of Chapter 48 (“Utilities”) of the City of Marquette Code of Ordinances is hereby adopted to read in its entirety as follows:

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**TABLE OF CONTENTS  
Article II (“Water”)  
of Chapter 48 (“Utilities”)**

|                                                                                                                          |           |
|--------------------------------------------------------------------------------------------------------------------------|-----------|
| <b>DIVISION 1.    GENERALLY .....</b>                                                                                    | <b>3</b>  |
| SEC. 48-19. - DEFINITIONS.....                                                                                           | 3         |
| SEC. 48-20 – DIAGRAM OF TYPICAL WATER SERVICE CONNECTION. ....                                                           | 6         |
| SEC. 48-21 - CITY CONTROL OF CITY WATER SUPPLY SYSTEM; CITY’S DUTIES; RULES AND REGULATIONS. ....                        | 7         |
| SEC. 48-22. - CONNECTION TO THE PUBLIC CITY WATER DISTRIBUTION SYSTEM REQUIRED; EXCEPTIONS. ....                         | 7         |
| SEC. 48-23. – CITY AUTHORIZATION AND PERMITS REQUIRED FOR SERVICE CONNECTIONS AND DISCONNECTIONS.....                    | 8         |
| SEC. 48-24. – FEES. ....                                                                                                 | 10        |
| SEC. 48-25. - SUBCONNECTIONS. ....                                                                                       | 10        |
| SEC. 48-26. – CITY AUTHORIZATION REQUIRED FOR WATER FLOW TO SERVICE PIPES. ....                                          | 10        |
| SEC. 48-27. - SERVICE PIPES. ....                                                                                        | 10        |
| SEC. 48-28. – INSTALLATION OF SUPPLY PIPES; OBSTRUCTION OF OR INTERFERENCE WITH CURB STOPS,<br>VALVES, OR FIXTURES. .... | 11        |
| SEC. 48-29. – DISCONNECTION BY CITY.....                                                                                 | 11        |
| SEC. 48-30. - STOPPAGES. ....                                                                                            | 12        |
| SEC. 48-31. - MULTIPLE CUSTOMERS; BRANCHES; CURB STOPS; SUB-METERING.....                                                | 12        |
| SEC. 48-32. - LAWN SPRINKLING. ....                                                                                      | 12        |
| SEC. 48-33. - PRIVATE FIRE HYDRANTS. ....                                                                                | 12        |
| SEC. 48-34. - ACCESS TO PREMISES AND INSPECTIONS; IN GENERAL. ....                                                       | 12        |
| SEC. 48-35. - WATER METERS.....                                                                                          | 13        |
| SEC. 48-36. – LIENS. ....                                                                                                | 15        |
| SEC. 48-37. - PAYMENT OF ASSESSMENT OR FEE AFTER WATER MAIN INSTALLATION. ....                                           | 16        |
| SEC. 48-38. – CONTAMINATION OF WATER SUPPLY PROHIBITED; PROTECTION FROM CONTAMINATION.....                               | 16        |
| SEC. 48-39. – WASTE OF WATER PROHIBITED. ....                                                                            | 16        |
| SEC. 48-40. – INTERFERENCE WITH WATER MAINS. ....                                                                        | 16        |
| SEC. 48-41. – OPENING CITY FIRE HYDRANTS; OBSTRUCTION. ....                                                              | 16        |
| SEC. 48-42. – PROHIBITED USES OF WATER. ....                                                                             | 16        |
| SEC. 48-43. - STATE HIGHWAY M-553 WATER MAIN.....                                                                        | 17        |
| SEC. 48-44. - WATER SERVICE LINES. ....                                                                                  | 17        |
| <b>DIVISION 2. - SPECIAL ASSESSMENT OF WATER MAINS.....</b>                                                              | <b>19</b> |
| SEC. 48-53. - CONTENT.....                                                                                               | 19        |
| SEC. 48-54. - PURPOSE.....                                                                                               | 19        |
| SEC. 48-55. - APPLICABILITY.....                                                                                         | 19        |
| SEC. 48-56. - DETERMINATION OF COSTS AND ASSESSMENT RATES.....                                                           | 19        |
| SEC. 48-57. - CONFLICT WITH OTHER ORDINANCES. ....                                                                       | 21        |
| <b>DIVISION 3. – CROSS CONNECTION CONTROL PROGRAM .....</b>                                                              | <b>22</b> |

|                                                                                    |           |
|------------------------------------------------------------------------------------|-----------|
| SEC. 48-60. – PURPOSE; AUTHORITY.....                                              | 22        |
| SEC. 48-61. – COMPLIANCE WITH LAWS, ORDINANCES, CODES, RULES, AND REGULATIONS..... | 22        |
| SEC. 48-62. - CROSS CONNECTIONS PROHIBITED; UNLAWFUL CONNECTIONS. ....             | 23        |
| SEC. 48-63. - CROSS CONNECTION INSPECTIONS.....                                    | 23        |
| SEC. 48-64. - ACCESS TO PREMISES; RIGHT OF ENTRY. ....                             | 23        |
| SEC. 48-65. - DISCONTINUANCE OF SERVICE. ....                                      | 24        |
| SEC. 48-66. - CORRECTION OF VIOLATIONS. ....                                       | 25        |
| SEC. 48-67. - PROTECTIVE DEVICES. ....                                             | 25        |
| SEC. 48-68. - FIRE SUPPRESSION SYSTEMS.....                                        | 25        |
| SEC. 48-69. - PIPING IDENTIFICATION. ....                                          | 26        |
| SEC. 48-70. - PROTECTION OF POTABLE WATER SUPPLY.....                              | 26        |
| SEC. 48-71. - CHARGES FOR INSPECTION. ....                                         | 26        |
| <b>DIVISION 4. – PLUMBERS.....</b>                                                 | <b>26</b> |
| SEC. 48-72. – LICENSE REQUIRED. ....                                               | 26        |
| SEC. 48-73. – WORKMANLIKE PERFORMANCE REQUIRED.....                                | 26        |
| <b>DIVISION 5. – OWNER REQUESTED WATER SHUTOFFS .....</b>                          | <b>27</b> |
| SEC. 48-74. – REQUEST TO PERMANENTLY DISCONTINUE WATER SERVICE. ....               | 27        |
| SEC. 48-75. – TURNOFF DURING TEMPORARY VACANCY. ....                               | 27        |
| <b>DIVISION 6. – WATER USE RESTRICTIONS.....</b>                                   | <b>27</b> |
| SEC. 48-76. – PURPOSE; CONDITIONS WARRANTING DECLARATION OF EMERGENCY.....         | 27        |
| SEC. 48-77. – TEMPORARY EMERGENCY SPRINKLING REGULATIONS.....                      | 28        |
| <b>DIVISION 7. – ENFORCEMENT .....</b>                                             | <b>29</b> |
| SEC. 48-80. – MUNICIPAL CIVIL INFRACTIONS.....                                     | 29        |
| SEC. 48-81. – CRIMINAL PENALTIES; IMPRISONMENT. ....                               | 30        |
| SEC. 48-82. – CONTINUING VIOLATIONS.....                                           | 31        |
| SEC. 48-83. – NUISANCE.....                                                        | 31        |
| SEC. 48-84. – JUDICIAL RELIEF. ....                                                | 31        |
| SEC. 48-85. – CUMULATIVE REMEDIES. ....                                            | 31        |

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## CHAPTER 48

### ARTICLE II

#### WATER

##### DIVISION 1. GENERALLY

#### **Sec. 48-19. - Definitions.**

The following words, terms, and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Advanced Metering Infrastructure* or *AMI* means the automated system installed by the City on a customer’s premises that is used by the City to measure, collect, and analyze water usage. The AMI system remotely communicates with a customer’s water meter, either on request or on a schedule.

*As amended* means “as amended from time to time.”

*ASSE* means the American Society of Sanitary Engineering or its successors.

*Backflow* means water of questionable quality, wastes, pollutants, or other contaminants entering a public water supply system due to a reversal of flow, as determined by the city.

*City* means the City of Marquette, Michigan, and its authorized representatives and designees.

*City Manager* means the City Manager of the City of Marquette, Michigan, and the City Manager's authorized representatives and designees.

*City water* means water supplied by the city water distribution system.

*City water distribution system* (or *public water system*) means the entire system of water mains, sub-mains, pipes, valves, pumps, storage facilities, and other water distribution components and accessories owned by the city that are used to transport water from the city's water filtration plant to city water users, city premises, and fire hydrants, up to and including the curb stop.

*Common service* means a pipe or conduit lying on private property, not within a public right-of-way or easement, which supplies water to more than one customer and which is considered to be the common property and responsibility of the customers who are being served.

*Corporation stop* means the buried valve directly attached to the water main or sub-main and is owned by the city. (A corporation stop is sometimes also referred to as a "corporation cock.")

*Cross connection* means a temporary or permanent connection or arrangement of piping or other conveyance, appurtenances, or means through which a backflow could occur.

*Curb box* means (sometimes also referred to as "stop box") means the box or metal housing placed over the curb stop to enclose, protect, and allow ready access to the curb stop by the city. The curb box is owned by the city.

*Curb stop* means a valve typically located on the supply pipe at the right of way line for the purpose of enabling the city to turn on or shut off the supply of water to a user or premises. The curb stop is owned by the city. (A curb stop is sometimes also referred to as a "curb cock" or a "stop cock.")

*Engineering Department* means the Engineering Department of the city, including the City Engineer and the department's authorized representatives and designees.

*Indirect service* means a water service line that is not connected directly to a water main or sub-main located in a right-of-way or easement immediately fronting the customer's property. Customers connected to a common service or private service are considered to be indirectly connected to the water distribution system since their water service lines are connected to pipes located on private property and not owned by the city.

*Main* or *sub-main* means any pipe other than a supply pipe or service line used by the city water distribution system for conveying or distributing city water.

*Occupant* means any person in possession of a premises other than the owner of the premises being supplied with city water.

*Owner* means any person owning property or premises (sometimes also referred to as the “property owner”) supplied or prospectively to be supplied with city water and includes the owner’s authorized agents.

*Person* means any individual, partnership, co-partnership, firm, company, association, society, corporation, joint stock company, trust, estate, governmental entity, or any other legal entity or their legal representatives, agents, or assigns. The masculine gender shall include the feminine, the singular shall include the plural where indicated by the context.

*Premises* means a lot, tract, parcel, or plot of land; or a building, structure, facility, or installation, or any part thereof (including, but not limited to, a single dwelling or apartment, or a single room or building occupied for business or other purposes by one person or entity, together with any outbuildings and the land connected therewith).

*Private service* means a water pipe or line built or installed by a water customer on property not under the control or ownership of the city, and for which ownership and responsibility for maintenance of the pipe rests with the customer. Common services and indirect services are considered to be private services.

*Public Works Department* means the Public Works Department of the city, including the Director of Public Works and the department’s authorized representatives and designees.

*Secondary water supply* means a water supply system maintained in addition to a public water supply including, but not limited to, water systems from ground or surface sources not meeting the requirements of Act No. 399 of the Public Acts of 1976, being section 325.1001 to 325.1023 of the Michigan Compiled Laws, as amended, or water from a public water supply which in any way has been treated, processed, or exposed to any possible contaminant or stored in other than an approved storage facility. A private water storage tank supplied from a public water supply system shall be deemed a secondary water supply unless the tank is designated as, and is approved for, potable water storage and usage.

*Submerged inlet* means a water pipe or extension thereto from a public water supply terminating in a tank, vessel, fixture, or appliance which may contain water of questionable quality, waste, or other contaminant and which is unprotected against backflow.

*Service line* or *water service line* means a pipe or conduit, connected to a water main or sub-main, which is intended to deliver water from the public water supply system onto the customer's property for the customer’s own consumption or use. Normally, the service line shall be provided with a shutoff valve, or curb stop, located at the customer's property line. The portion of the service line lying within the public right-of-way or easement to the city shall be considered to be the property of the city. The portion of the service line lying on private property without an easement to the city shall be considered the property of and responsibility of the customer.

*Sub-main* means a pipe or conduit smaller than four inches in diameter, located in a public right-of-way or easement, and which is intended to provide public water supply to a block or group of customers, but which is not meant to provide water for public fire protection.

*Supply pipe* means a pipe tapped into the water main and extending from the main to and including the curb stop. The supply pipe and the curb stop are owned by the city.

*Tapping permit* means a permit, as provided for in this article, issued by the Engineering Department, allowing an individual or firm to connect a water service line to the city water distribution system for the purpose of supplying water to a single residence or property.

*Water of questionable quality* means and includes, but is not limited to, any of the following, as determined by the city: Any water that is currently not subject to the public water supply system's control or water from a pipe, conveyance, tank, vessel, fixture, or appliance not subject to the city's control; any water that the city has reason to believe may contain waste, pollutants, or other contaminants; or any other water that the city believes may create a hazard to the city water distribution system or may otherwise adversely affect the public health, safety and welfare.

*Water main* means a pipe or conduit four inches or larger in diameter intended for the conveyance of water from a source of supply to the various parts of the city. Water mains are parts of the city's water distribution system located in public rights-of-way or easements and are intended to furnish water to the customers of the system and to provide for fire protection. Water mains are not to be confused with large diameter (greater than four inches in diameter) pipes which are intended to be service lines for one large volume water user/customer.

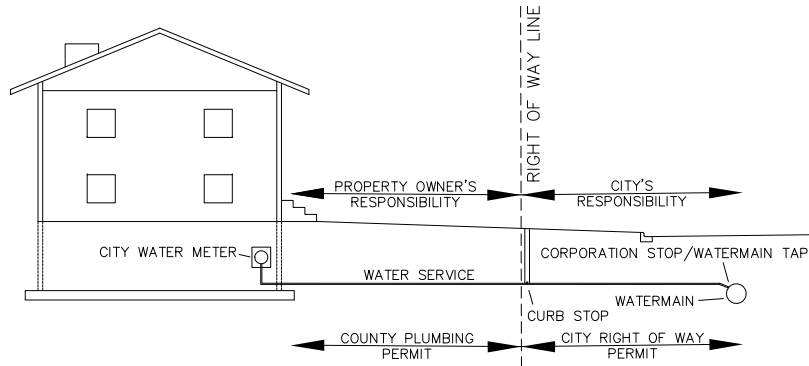
*Water service* means the water provided by the city water distribution system to any property or premises.

*Water tap* means a device, such as a corporation stop or tapping valve, which is installed on a water main or sub-main by the Public Works Department or qualified authorized contractor pursuant to a tapping permit and providing a point of connection for a customer's water service line.

#### **Sec. 48-20 – Diagram of Typical Water Service Connection.**

The following diagram of a typical water service connection ("Typical Water Service Connection") shows the basic layout and components and respective public and private responsibilities for those components as provided by this Article. The diagram is provided solely for purposes of illustration of a typical connection and the applicable provisions of this Article shall govern in any particular situation, as determined by the City.

## TYPICAL WATER SERVICE CONNECTION



### **Sec. 48-21 - City control of city water supply system; city's duties; rules and regulations.**

- (a) The city water distribution system shall be controlled, operated, maintained, supervised, and managed exclusively by the city.
- (b) The city's duties shall include, but shall not be limited to, supervision of the city water distribution system facilities, including, but not limited to, pumping stations, grounds, mains, extensions, wells, tanks, supply pipes, and other sources of water supply; administration of the cross-connection control program; and such other duties as provided by this article or other applicable laws and regulations.
- (c) The city is authorized on behalf of the city to develop, administer, and enforce any rules and regulations as determined necessary by the city for the management and control of the city water distribution system, consistent with other applicable laws and regulations. The rules and regulations may govern matters, such as, but not limited to, the type and quality of materials and accessories to be used for connection to the system, construction methods for connection to the system, and other operations and maintenance matters pertaining to the system. A copy of the rules and regulations, as developed by the city from time to time, shall be kept at the city office and shall be available for public inspection during normal business hours.

### **Sec. 48-22. - Connection to the public city water distribution system required; exceptions.**

- (a) Except as otherwise expressly provided by this section, the owner or occupant of each lot or parcel of land which abuts upon or is adjacent to a street or other public way containing a water main or a water system upon which lot or parcel a building has been,

is, or will be constructed for residential, commercial, or industrial use in the city who has an existing domestic supply or source of potable water (including, but not limited to, a well or spring) shall be required to connect the lot or parcel and any buildings thereon to the city water distribution system and shall cease to use any such other supply or source of water for any purpose.

- (b) Any such owner or occupant of a lot or parcel of land in the city along a water main constructed prior to January 1, 1997, who has an existing domestic supply or source of potable water shall be exempt from the requirements of this section to connect the lot or parcel to the city water distribution system. However, when the existing water source for the lot or parcel becomes insufficient or requires maintenance or upgrade, the owner or occupant shall immediately connect the lot or parcel and any buildings located thereon to the city water distribution system.
- (c) Any such owner or occupant of a lot or parcel of land in the city who has an existing domestic supply or source of potable water who is exempted from the provisions of this section as provided by this section shall be subject to all fees normally charged for non-users of the public water system for fire protection services.
- (d) All costs and expense incident to the installation and connection of the water service line to the city water distribution system shall be borne by the property owner. The owner shall indemnify the city from any loss, damage, or restoration costs that may be occasioned by the installation of the water service line.
- (e) The materials of construction of a water service line and the methods to be used in excavation, placing of the pipe, testing, disinfection, and backfilling the trench shall all conform to the requirements the city engineering standards, rules, and regulations, the building code, and applicable state rules and regulations. Unless otherwise approved in advance by the city engineer, all excavations required for the water service line shall be open trench work. No backfill shall be placed until the work has been inspected by the city in accordance with this section.
- (f) Exceptions and exemptions.
  - (1) Nothing contained in this article shall restrict the use of existing wells, springs, or other supplies or sources of water for outside irrigation use, provided that there shall be no interconnection between such other sources of water supply and the city water distribution system.
  - (2) The city commission, acting pursuant to rules, regulations, and guidelines adopted by the city, may grant additional exceptions to the requirements of this article based on unique circumstances existing in a particular case with regard to a particular lot or parcel and where strict application of the requirements would result in unnecessary hardship not self-created by the property owner or the owner's predecessors in interest.
  - (3) Buildings built before July 1, 2008, that are located more than 350 feet from a public water service line are exempt from this section.

**Sec. 48-23. – City authorization and permits required for service connections and disconnections.**

- (a) Before any service connection shall be made to any part of the city water distribution system, or any work performed upon old or new connections, a permit shall be obtained from the Engineering Department. Such permit shall be issued upon written application on forms prepared for that purpose obtainable from the Engineering Department. The applicant shall sign the form and certify that the applicant accepts all provisions on the form, all applicable provisions of this article that apply to water service, and all rules and regulations applicable to water service made by the city.
- (b) The application for authorization to connect or perform work on a connection shall be accompanied by the tapping fee as provided by this article and any other fees or charges determined by the city to be applicable under the city's rules and regulations.
- (c) Upon receipt of an application to connect or perform work, the city may make or cause to be made an inspection of the premises. Unless the request to connect or perform work is rejected, the applicant may be required to deposit with the city a sum of money that will be sufficient to cover the costs of the connection or work, as determined by the city. After the water deposit has been paid, the city shall install the pipes and equipment and keep or cause to be kept a detailed cost of the installation, including all labor and material. The cost to the applicant for such installation shall be specified by the city and may include the labor and material together with an allocation of costs of employee fringe benefits and administrative overhead and other indirect costs. If the total cost of the installation of water service pipes and equipment exceeds the deposit required under this subsection, the water shall not be turned on until the difference is fully paid. In no case shall water be turned on while any sums due to the city remain unpaid for the installation of service pipes and equipment specified in this subsection.
- (c) Applicants for water service shall furnish and lay and install all that portion of the water service not provided by the Public Works Department, at the applicant's own expense, subject, however, to the supervision and inspection of the Engineering Department and Public Works Department. A city water tap shall not be issued unless the applicant has also secured the appropriate county or state plumbing permit, if such is required, and related inspections have either occurred or been scheduled.
- (d) All persons shall comply with all local and state cross connection backflow regulations as determined applicable by the city.
- (e) No person shall tap any water main or distribution pipe of the city water distribution system, or insert therein any corporation stop, curb stop, or any other fixture or appliance, or alter or disturb any service pipe, corporation stop, curb stop, gate valve, hydrant, water meter or any other attachment belonging to the city water distribution system without the express written prior approval of an authorized city representative.
- (f) No person shall install any water service pipe or connect or disconnect any such service pipe with or from the mains or distribution pipes of the city water distribution system, nor with or from any other service pipe now or hereafter connected with said system, nor make any repairs, additions to, or alterations of any such service pipe, tap, curb stop, or any other fixture of attachments connected with any such service pipe, without first obtaining from the city a proper permit for same and the city's prior written authorization as otherwise provided by this article.

#### **Sec. 48-24. – Fees.**

Upon filing the application for a permit to connect with any water main or distribution pipe of the city water distribution system, there shall be paid to the Public Works Department such tapping fee as shall be prescribed by the rules and regulations governing the city water distribution system. Such fees to include all the costs of tapping the main if the tap is 4 inches or greater in diameter. The fees shall be as established from time to time by the city.

#### **Sec. 48-25. - Subconnections.**

The owner or occupant of any building or premises entitled to the use of water from the city water distribution system shall not supply water to other buildings, premises, persons, businesses, or other entities except upon the prior written permission of the city.

#### **Sec. 48-26. – City authorization required for water flow to service pipes.**

- (a) No person shall cause water from any main or distribution pipe to flow into any service pipe without first obtaining a permit in writing from the Engineering Department as provided by this article.
- (b) When new service pipes are put into any premises, the curb stop shall be left closed, and shall thereafter be opened by the city only upon the request of the owner or the owner's agent and at the property owner's expense.
- (c) It shall be a violation of this article for curb stops to be opened or closed by any person who is not an authorized agent or employee of the city, except that a licensed plumber may open a curb stop for the purpose of testing their plumbing work. If used by a licensed plumber to test the work, the curb stop shall be left in the same condition and position as the plumber found it prior to the test.

#### **Sec. 48-27. - Service pipes.**

- (a) City water shall be taken and used only through supply and service pipes established by or under the supervision of the city.
- (b) All service pipe connections with the distribution mains of the city water distribution system, from the city main to the curb stop at the right of way, shall be installed and laid under the supervision of the Engineering Department and/or Public Works Department and in accordance with the provisions of the rules and regulations governing the city water distribution system.
- (c) Service pipes and/or meters likely to be exposed to freezing temperatures shall be effectively protected by the property owner from freezing in a manner determined sufficient by the city.
- (d) If any owner refuses or neglects to make any repairs or replacements on any portion of the service pipe that the owner is required to maintain, within a reasonable time under the particular circumstances but in no case exceeding 14 days after the owner has received

notice from the city, then the city may shut off the water to the premises, or may cause such repairs or replacements to be made and charge the cost thereof to such owner and against the property served, which charge shall be due immediately. The charges provided for in this section shall be a lien against the property served and all provisions of this article in relation to penalties and to the enforcement of water charges shall be applicable to charges for repairs and replacements made by the city.

- (e) No person shall use a service pipe to supply water in any manner to any premises or for any purpose that the service pipe was not intended by the city to serve or supply. If this section is violated, the city may shut off the water from the service pipe or disconnect the water service at the property owner's sole expense.

**Sec. 48-28. – Installation of supply pipes; obstruction of or interference with curb stops, valves, or fixtures.**

- (a) Supply pipes, including curb stops, shall be installed only by the city, and shall be under the exclusive control of the city.
- (b) No person shall obstruct or interfere in any way with any curb stop, curb box, valve, or fixture that is part of or connected with the city water distribution system, including, but not limited to, obstruction or interference by placing (or allowing the placement) in, on, or about it any building materials, rubbish, soil, snow, or any other objects or substances that hinder free and easy access by the city to the curb stop, curb box, valve, or fixture. Any such obstruction when discovered by the city may be removed at once by the city at the expense of the person responsible for the obstruction.

**Sec. 48-29. – Disconnection by city.**

- (a) The city shall have the right to shut off and discontinue supplying water to any and all owners, occupants, property, or premises for any violation of or noncompliance with any requirement of this article or of any rule or regulation adopted by the city pursuant to this article after giving 30 days' written notice by leaving a copy of the notice at the place where the water is used; provided, however, that the city shall have the right to immediately shut off and discontinue supplying water to any owner, occupant, property, or premises in cases determined by the city to be an emergency without any notice whatsoever. The disconnection shall be solely at the property owner's expense.
- (b) Whenever the water is turned off from any premises because of any such violations or noncompliance, the water shall not be turned on again without the city's prior written authorization and not until the property owner has paid the disconnection fee, any other applicable charges or penalties, and all other delinquent charges on the associated account.
- (c) If water service is discontinued under the authority of this section, or as otherwise authorized by this article, neither the city or its officials, employees, and/or authorized representatives shall be liable in any way whatsoever for any damage or losses caused by such the discontinuance of water service.

#### **Sec. 48-30. - Stoppages.**

The city shall not be liable under any circumstances for any failure or deficiency in the supply of water to any person whether occasioned by shutting off the water to make necessary repairs of connections or any other cause or reason.

#### **Sec. 48-31. - Multiple customers; branches; curb stops; sub-metering.**

- (a) In all cases where a water service line is intended to supply more than one dwelling unit, shop, store, or building it shall be the duty of the person making such service connection, or causing the same to be made, at that person's sole cost, to install a branch with a curb stop for each branch outside the line of each such premises to be so supplied, with each branch and curb stop suitably protected and marked so that they can be easily located by the city.
- (b) If a building, originally built as a single building or premises and fitted with one service line, but capable of being divided by sale or otherwise, has been subdivided, the separate division shall be connected to the main by separate service lines with accompanying curb stops at the property owner's sole cost. Each separate service line shall be metered in accordance with this article.
- (c) In no case shall one service line with a master meter supply more than one city lot unless occupied by a single building occupying more than one lot used for a single industry, enterprise, or entity as determined by the city, and subject to the city's prior written approval.
- (d) There shall only be one billing account per tap. In all cases, sub-metering shall be at the sole cost and responsibility of the property owner (including situations such as, but not limited to, sub-meters for condominium units).

#### **Sec. 48-32. - Lawn sprinkling.**

The use of water from the city water distribution system for sprinkling lawns and gardens, and the hours for such use, shall be prescribed by the rules and regulations adopted the city from time to time.

#### **Sec. 48-33. - Private fire hydrants.**

Commercial and industrial premises and facilities, apartment buildings, schools, and other similar private or public buildings that would like to install large pipes with hydrant and hose coupling, to be used only in case of fire, may be permitted to connect with the water system at their own expense and subject to conditions and requirements determined appropriate by the city upon application to the Engineering Department. If approved, the owner of such a premise or facility shall pay for such connections with an additional fee in an amount to be determined from time-to-time by the city.

#### **Sec. 48-34. - Access to premises and inspections; in general.**

- (a) City inspectors; credentials. Authorized representatives of the city whose duty it may be to enter upon private premises to make inspections and examination of the pipes,

backflow devices, meters or attachments used in connection with the city water distribution system may be provided with a badge or such other credentials as the city may deem proper to identify them as authorized representatives of the city. Except in the case of an emergency, no representative of the city shall be entitled to enter upon any private premises for purposes of implementing this article unless the representative carries and exhibits the badge or credentials provided under this section. No person not an authorized officer, inspector, foreman, agent, or employee of the city shall have, wear, or exhibit any badge or credential of the city. It shall be the duty of every such person, upon termination of such authorized status, to immediately surrender and deliver to the city all badges and credentials of the city.

- (b) Access to premises; refusal; discontinuance of service.
  - (1) Any person that is supplied or whose property or premises is supplied with water by the city water distribution system shall be deemed to have accepted and agreed, as a condition to service, to full and timely compliance with the provisions of this article and other applicable laws and regulations, including, but not limited to, the authority of all authorized representatives of the city to have access to the property or premises as provided by and for the purposes stated by this article.
  - (2) Upon the presentation of the badge or other credentials provided for above in this section, any authorized representative of the city shall have free and unencumbered access at all reasonable hours to any premises supplied with city water for the purpose of making any inspection thereof, including the examination of the entire water supply and plumbing system upon the premises, and for the purposes of making repairs or installing or removing any or all appurtenances used to render service to the premises.
  - (3) It shall be a violation of this article for any person to refuse to admit an authorized representative of the city to any premises for the purpose of inspection and examination of the water supply or plumbing system thereof or to make repairs or install or remove any appurtenances used to render service to the premises as determined necessary by the city. If any authorized person is refused admittance to any premises, or once admitted, is hindered or prevented in making such inspection, examination, repairs, installation, or removal, the city may shut off the water to the premises. Water service shall not be restored to the premises until the inspection, examination, repair, installation, and/or removal is allowed to be completed in the manner and to the extent determined necessary by the authorized city representative. The expense of turning off and turning on the water shall be paid by the owner.

**Sec. 48-35. - Water meters.**

- (a) Meters required. Water meters shall be installed upon any premises supplied with water by the city water distribution system.
- (b) Replacement costs. Any cost to replace or repair the meter due to damage to said meter resulting from the carelessness of the owner or occupant through neglect to properly protect same shall be assessed to such owner or occupant.

- (c) Meter installation; location and placement; obstruction. Water meters shall be installed by the city and set in an accessible location and in a manner satisfactory to the city. Where the premises contain no basement or other place suitable for meter installation, the meter shall be installed outside in a meter pit or box, the location of which shall be approved by the city. Where it is necessary to set the meter in a pit or box, such pit or box shall be built at the expense of the property owner as directed by the city. There shall be a suitable place provided on all connections for a meter, easily accessible and free from all danger of frost. No person shall place any obstruction of any kind over or around the meter that will interfere with the reading or the repair of the meter. All meters shall be otherwise installed in compliance with all city standards, rules, and regulations.
- (d) Meter acquisition. All water meters required to be installed by the city shall be acquired from the city.
- (e) City ownership and control of meters. All required meters shall be maintained by the city and shall remain the property of and at all times be under the ownership and control of the city; provided that the plumbing and valves associated with water meters shall be the responsibility of the property owner.
- (f) Meters to be sealed. All meters and valves on meter bypasses shall be sealed by the city. No person except an authorized agent or employee of the city shall break, injure, or tamper with such seals.
- (g) Injury, tampering, relocating, disconnection, interference, etc., prohibited. No person other than an authorized agent or employee of the city or a licensed plumber shall change the location of, alter, disconnect, remove, tamper with, or interfere in any way with any meter. The city is authorized to shut off water service to any premises without notice if the city determines that a meter's seal has been broken, injured, or tampered with; or that a meter has been relocated, altered, disconnected, removed, or interfered with, as prohibited by this article. If the water is shut off as provided by this section, it shall not be turned on until the noncompliance with the applicable requirements of this article have been corrected to the city's satisfaction. The expense of turning off and turning on the water shall be paid by the property owner.
- (h) Damage to meters. Any damage which a meter may sustain resulting from carelessness of the owner or occupant, or from neglect of the owner or occupant to properly secure and protect the meter, as well as any damage which may be caused by frost, hot water, or steam backing from a boiler, and/or any intentional damage to a meter, shall be paid by the property owner to the city on presentation of a bill therefor. If the bill is not fully and timely paid, the water may be shut off and not be turned on until all charges have been paid to the city. The expense of turning off and turning on the water shall be paid by the property owner.
- (i) Responsibilities of property owner. The owner of any premises where a meter is installed shall be held responsible for its care and protection from freezing and from injury or interference by any person. In case of any injury to the meter or in case of its stoppage or imperfect working, the owner of the affected premises shall give immediate notice by telephone to the Public Works Department.

- (j) Access to read, inspect, replace, or test. The city shall be provided access to any premises as determined necessary by the city to read, inspect, replace, or test a meter. Such access shall be provided without prior notice during normal working hours or at any time in an emergency situation. No person shall interfere with the authorized representative of the city in accessing a premises to conduct the activities consistent with the purposes and requirements of this article.
- (k) Refusal of access. The city is authorized to terminate water service to any premises without notice if access has been refused or prevented by any person as prohibited by this article. If the water is shut off as provided by this section, it shall not be turned on until access has been provided as determined necessary by the city to conduct the inspection, replacement, or test of the meter. The expense of turning off and turning on the water shall be paid by the property owner.
- (l) Bypass prohibited; exception; strainer. All water supplied by the city water distribution system that is used on any premises shall pass through an approved meter. No connection between the meter and the main shall be made or maintained. A bypass shall be installed only for meters 3 inches and greater, with a sealed valve placed on the bypass. Meters sized 3 inches and larger shall have an approved strainer.
- (m) Secondary water meter. At the option of the property owner, an additional water meter, referred to as a secondary water meter, may be installed following city rules and regulations. The secondary water meter shall allow for the metering of water that is directed exclusively to a sprinkler system or outside spigot or connection such as, but not limited to, a swimming pool, which water would not enter a sanitary sewer system and will not be applied to the calculation of the sewage disposal bill for the property. The provisions of this article regarding the installation, use, and other requirements applicable to a single water meter shall also apply to the secondary water meter.
- (n) Advanced metering infrastructure (AMI). The city uses an automated AMI system to remotely communicate with water meters, and to measure, collect, and analyze a customer's water usage. If a water customer does not allow the city to install the necessary AMI equipment on the customer's premises, the property owner shall be subject to a monthly service fee to cover the costs for a city technician to go to the premises to manually read the water meter. The amount of the monthly service fee shall be as established from time to time by the city.

#### **Sec. 48-36. – Liens.**

The city shall secure, as security for the collection of any water rates or any assessments, charges or rentals due or to become due for the use of consumption of water supplied hereunder to any house or other building or any premises, on lots, or parcels of land, a lien upon such house or other building and upon the premises or lots, or parcels upon which such house or other building shall be situated or to which such water was supplied. Such lien shall become effective immediately upon the distribution of the water to the premises or property supplied as aforesaid, but shall not be enforceable for more than three years. Such lien may be enforced by the city in the manner prescribed by the general laws of this state providing for the enforcement of tax liens, provided that the provisions of this section shall not be constructed as preventing the city from suing such owner by action in the name of the city for the amount so due to it, or as preventing

the city from cutting off such water services from the premises at any time such water charges are in default.

**Sec. 48-37. - Payment of assessment or fee after water main installation.**

In any case where a property has not paid an assessment for water main construction, but a water main has, in fact, already been installed in the same block, then the owner of that property, at such time as the owner shall make application to connect to the city water distribution system, shall be required to pay a per-foot assessment as provided for in section 48-56(4) or a connection fee per the fee schedule. Such assessment shall be in addition to the customary tapping and permit fees. The treasurer, upon receipt of payment, shall forward a record of such payment to the city assessor who will make it a permanent part of the records of special assessments paid by property owners within the city.

**Sec. 48-38. – Contamination of water supply prohibited; protection from contamination.**

No person shall do any act, permit any act to be done, or fail or neglect to take any action, which may, or may tend to, contaminate, or pollute the city water distribution system, as determined by the city. Violation of this section may result in the water being shut off or disconnected by the city at the property owner's expense as otherwise provided by this article.

**Sec. 48-39. – Waste of water prohibited.**

Excessive or unnecessary use or waste of water by any person, whether intentional, or whether caused by carelessness or by defective or leaky plumbing or fixtures, is strictly prohibited, even if the service is metered. For disregard of or repeated violation of this section, the water may be shut off or disconnected by the city at the property owner's expense as otherwise provided by this article.

**Sec. 48-40. – Interference with water mains.**

The water mains of the city, whether within or outside of the city, are under the exclusive control of the city. No person other than authorized agents or employees of the city shall disturb, tap, change, obstruct access to, or interfere with the water mains in any way.

**Sec. 48-41. – Opening city fire hydrants; obstruction.**

- (a) City fire hydrants are provided for the sole purpose of extinguishing fires and are to be opened and used only by the city and the fire department or by persons authorized by the city.
- (b) No person shall in any manner obstruct or prevent free access to, or place or store, temporarily or otherwise, any object, material, snow, debris, or structures of any kind within a distance of 15 feet of any fire hydrant. Any such obstruction when discovered by the city may be removed at once by the city or the fire department at the expense of the person responsible for the obstruction.

**Sec. 48-42. – Prohibited uses of water.**

- (a) No person shall take or use city water from premises other than the person's own premises without the city's prior authorization.
- (b) No person shall sell or give away water supplied by the city water distribution system to the person's own premises for any purpose.
- (c) Water supplied by the city water distribution system shall not be used for any purposes other than those specified in the original application under which the supply was granted, or as may otherwise be permitted by the city under this article.
- (d) If connections are provided for fire suppression on any premises, no water shall be taken or used through such connections for any purpose other than extinguishing fires and testing of fire equipment.

**Sec. 48-43. - State Highway M-553 water main.**

Persons making connection to the water main in County Road 553 from a point 950 feet south of Pioneer Road to the south line of section 27, T48N, R25W, who have not been assessed for the construction of said water main, shall be charged a connection fee which is the sum of the tapping fee which is in effect at the time of connection and the rate of \$12.23 per front foot of said County Road 553 frontage. The parcels of land for which this will apply are tax codes 51-5810, 51-5271 and 51-5170.

**Sec. 48-44. - Water service lines.**

- (a) *Ownership.*
  - (1) All service lines or portions thereof, located within public rights-of-way or easements granted to the city are, and shall be, the exclusive property of the city. All service lines, or portions thereof, located on private property, easements granted to parties other than the city, or other land not under the ownership or control of the city, are and shall be owned by the property owner.
  - (2) The intent of the term easement in this case is to give room to city personnel to operate and maintain the utilities in private developments such as site condominium projects where mains are located in the easement. It is not intended to transfer ownership responsibilities in cases where the service cuts across adjacent private property.
- (b) *Operation and maintenance.* The city and its Public Works Department shall be solely responsible for operations and maintenance of all service lines and appurtenances which are the property of the city. No other person shall operate valves, adjust boxes, or change, modify or operate any other item appurtenances to or connect to said service lines.
- (c) *Location of curb stop.* Each water service line shall be provided with a curb stop. The curb stop shall be located at the nearest property line of the premises (and or right of way) being served with water, and in a location accessible to the Public Works

Department. In addition, the curb stop shall be the property of the city, to be used by the city in controlling the flow of water into the premises served.

- (d) *Service line connections.* It is the intention of this article that all service lines be connected by the shortest, most direct route possible between a premises and a water main lying within an adjacent or abutting right-of-way. Therefore, the provisions cited in this section shall not prevent the city from requiring that a property owner relocate the property owner's portion of service line to a location determined more appropriate by the city.
- (e) *Replacement of service lines by the city.* The city and its water utility shall be liable for all costs associated with the eventual replacement of service lines, or portions thereof, within rights-of-way or easements under the control of the city, up to and including the curb stop. Such replacements shall be undertaken due to any of the following circumstances:
  - (1) Deterioration of the pipe due to age or material failures.
  - (2) Damage caused to the pipe by any external agent or force, whether of natural origin or under the control of the city.
  - (3) Replacement or relocation of service lines for the convenience of the utility, as when water mains are replaced or relocated, or similar activities requiring the relocation of the service line.
- (f) *Replacement of service lines by the property owner.* The owner of the premises served shall be liable for all costs associated with eventual replacement of those portions of the service line located on premises (i.e., from the curb stop to the meter). Such replacements shall remain the responsibility of the property owner regardless of whether they are occasioned by deterioration of the pipe, damage, or for the convenience of the customer or the city.
- (g) *Obsolete services.* When a property owner requires that the water service for the property be replaced in order to meet additional water demands beyond what the original service was intended to provide, or to relocate service lines for property owner's own convenience, the original existing service shall be considered to be obsolete. The property owner shall then be obligated to pay for the abandonment of obsolete service, new water tap, and service line from the city water main to the meter location on the property at the water main, sub-main or common indirect service. Installation of, and payment for, the new service shall be as provided elsewhere in this article. Abandonment of obsolete service shall include all work and restoration to excavate for and turn off corporation stop located at the main or sub-main.
- (h) *Replacement of common services.* The city will not undertake replacement of a common service with another common service. All users of a common service, at such time as replacement is required, shall connect an individual service by the shortest, most direct route available, to a water main located within a street right-of-way or easement abutting their property. If no water main exists within a right-of-way or easement abutting said property, the property owner shall request the city commission to study the advisability of installing a water main or sub-main, the cost of installation of which shall be assessed against the property involved.

- (i) *Liability for costs of common service replacements.* The city and its water utility shall be liable for the cost of those portions of replacement service lines located between the water main or sub-main and the curb stop. The property owner shall be liable for all costs of replacement of those portions of service lines as described in subsection (f) of this section, as well as all assessments for new water mains necessitated by the replacement of the common service.

## **DIVISION 2. - SPECIAL ASSESSMENT OF WATER MAINS**

### **Sec. 48-53. - Content.**

This division shall pertain to the special assessment of water mains.

### **Sec. 48-54. - Purpose.**

The purpose of this division is to provide a uniform method of assessing the costs of constructing water mains in those parts of the city which are not presently served by water mains, and which, in general, depend upon a system of common, indirect, or private service lines to supply water to the individual properties. It is the intent of this division to provide equity in the distribution of costs of refurbishing or improving the city water distribution system by recognizing that while all properties within the city have paid the same rates to the water utility, some for a considerable number of years, not all have enjoyed the full benefits of an adequately sized or engineered system of water mains.

### **Sec. 48-55. - Applicability.**

This division shall apply to those properties and customers within the city which meet the following criteria:

- (a) The property shall not have previously been specially assessed, directly or indirectly, for the construction of a water main in a public right-of-way or easement immediately adjacent thereto, including the purchase of a lot in a subdivision built after the year 1957 in which the developer of the subdivision was required to construct water mains in accordance with applicable city standards.
- (b) The property owner shall have been legally permitted to connect the property to a city water main, either directly or indirectly, as evidenced by a tapping permit issued by the city.

### **Sec. 48-56. - Determination of costs and assessment rates.**

The city engineer shall annually determine the cost of constructing a typical block of water main, using the latest bid unit prices for similar types of work, and adjusting said costs for inflation or other factors as necessary. The costs so determined shall then be reported to the city assessor, who shall calculate an assessment rate and provide that rate to the city commission for inclusion in its annual fee schedule. Additional assessments shall be made for dewatering, rock excavation, unsuitable material removal and installation of a service on an individual basis. These costs will be in addition to the per-front-foot assessment rate.

- (a) *Definition of a typical block.* The calculation of costs shall consider a typical block to mean a subdivision block, of 400 feet in length, bounded by streets with 66-foot-wide rights-of-way. It shall be assumed for the purposes of this calculation that there will be 400 feet of frontage on both sides of the typical street which will be assessed for water main construction. It shall also be assumed that an eight-inch diameter water main is to be constructed the entire length of the block, and that two fire hydrants, and two connections to the existing city water distribution system will be required. The costs of constructing those improvements, in accordance with current engineering standards, are to be used in the calculation of the current fiscal year's assessment rate.
- (b) *Included costs.* The items of work and the quantities required enumerated in the following table, and such other items and quantities as the city commission may deem to be appropriate and determined from time to time, shall be used by the Engineering Department in the Department's annual calculation of typical construction costs:

| Item                                    | Quantity                                              |
|-----------------------------------------|-------------------------------------------------------|
| 8" water main                           | 466 lineal feet (400' + 66' to connect to the system) |
| 6" water main                           | 30 lineal feet (hydrant lead)                         |
| Fire hydrant assembly                   | 2 each                                                |
| 6" gate valves                          | 2 each                                                |
| 6" anchoring coupling                   | 2 each                                                |
| 8" gate valves                          | 2 each                                                |
| 8" tees                                 | 2 each                                                |
| 8" 45-degree bends                      | 4 each                                                |
| 8" cutting-in sleeve                    | 2 each                                                |
| 8" mechanical joint cap                 | 1 each                                                |
| Connection to existing system           | 2 each                                                |
| Trench undercut and backfill            | 165 cubic yards                                       |
| 8" aggregate base course                | 660 square yards                                      |
| Bituminous paving mixture (HMA)         | 115 tons                                              |
| Contractor mobilization and incidentals | 20% of the above costs                                |

- (c) *Excluded costs.* In making a determination of the cost of a typical water main, the Engineering Department shall not include the additional cost of larger size water mains,

the cost of looping the system, any special fittings, or devices needed to control flows or pressures. However, if high water tables or rock in the trench is encountered, these costs shall be divided equally amongst the adjacent property owners subject to this assessment. The cost of installing a service line to a property not currently being served shall be assessed the actual cost to the property owner on an individual basis. The costs of replacing or restoring service lines or the land above them shall be excluded, the responsibility for which is specified in other sections of this article. Also excluded are costs for pavement widening, utility relocations and other related work which might under other circumstances be considered incidental to the project.

- (d) *Calculation of per-front-foot assessment rate.* Upon receipt of the Engineering Department's determination of the typical cost of water main construction, the city assessor shall calculate the assessment rate to be used in the forthcoming year's projects by dividing the engineer's typical cost by 800 feet of frontage. The city assessor shall then multiply that result by a percentage for administration and engineering fees, that rate being the same as the rate normally included in the city commission's annual fee schedule. The project shall then be included by the city assessor in the assessor's annual submittal to the city commission for the commission's consideration in setting the budget and rate schedules for the city.
- (e) *Per-lot assessment basis.* The city assessor may also include in assessor's submittal an alternate rate for assessments, on a per-lot or per-tap basis, for those instances when it is not deemed equitable to assess costs by front foot. The city assessor shall determine the per-lot or per-tap rate by multiplying the rate arrived at in subsection (d) of this section by 50 feet, that number representing the assumed average width of a lot in the areas targeted for special consideration under this article.
- (f) *Extension of water main.* Parcels proposed for development which are not presently serviced by a public water system shall require extension of the water main. Water main extensions in this instance shall be at the cost of the developer. Water main extensions and all the appurtenances shall be extended to the far lot line on public rights-of-way or easements. If the parcel does not front a public right-of-way or an easement the point of termination will be determined by the Director of Public Works and the City Engineer.

#### **Sec. 48-57. - Conflict with other ordinances.**

This division is not intended to conflict with, nor supersede, those provisions of chapter 40 pertaining to special assessments. To the extent there is an apparent conflict, the provisions of chapter 40 shall control, as determined by the city.

### **DIVISION 3. – CROSS CONNECTION CONTROL PROGRAM**

#### **Sec. 48-60. – Purpose; authority.**

- (a) The purpose of this division is to promote and protect the public health, safety and welfare by the identification, prevention, and elimination of cross connections which have been recognized as the cause of public health problems due to the hazard caused to drinking water quality; and by reducing the risk of cross connection contamination of the city water distribution system. This division shall control all matters concerning the inspection, detection, testing, prevention, and elimination of cross connections in new and existing residential, commercial, and industrial premises and facilities.
- (b) The city acting through the Public Works Department and other authorized city representatives shall have the authority to implement the cross connection control program established by this division with respect to any property or premises receiving water from the city water distribution system.

#### **Sec. 48-61. – Compliance with laws, ordinances, codes, rules, and regulations.**

All connections with the city water distribution system shall comply with all applicable laws, ordinances, codes, regulations, and rules, including, but not limited to, the following (referred to collectively in this division as “applicable cross connection laws and regulations”):

- (a) The Michigan Safe Drinking Water Act, Act 399 of the Public Acts of 1976, as amended; and the associated Water Supply Cross Connections rules, Michigan Administrative Code, R 325.11401 - R 325.11407, as amended (the “State Water Supply Cross Connection Rules”). (The city hereby adopts by reference the State Water Supply Cross Connection Rules.)
- (b) The Marquette Code of Ordinances including this article and all other sections of the Code of Ordinances pertaining to water supply or plumbing matters, as amended.
- (c) The latest editions of the Michigan Plumbing Code, the Michigan Building Code, and the Michigan Residential Code, as adopted by the city, as amended.
- (d) Any rules or regulations adopted by the city pertaining to water supply or plumbing matters, as amended.

This division does not supersede any law, ordinance, code, rule, or regulation, but is supplementary to them. Except as otherwise determined and directed by the city, the most stringent or restrictive provisions applicable to cross connections shall control, whether established by this division or by such other applicable law, ordinance, code, rule, or regulation. Further, if there is any conflict or inconsistency between the provisions of this division with

respect to cross connections and the provisions of any other law, ordinance, code, rule, or regulation regarding cross connections, the provisions of this division shall control; and if there is a question or ambiguity with regard to whether or not there is a conflict or inconsistency between the provisions of this division and the provisions of any other law, ordinance, code, rule, or regulation, the question or ambiguity shall be resolved by the city.

**Sec. 48-62. - Cross connections prohibited; unlawful connections.**

- (a) A cross connection to the city water distribution system is prohibited.
- (b) It shall be unlawful for any person to create, maintain, or to cause or allow the creation or maintenance of, any cross connection (direct or indirect) of a public water supply system (including, but not limited to, the city water distribution system) and any other water supply system or source, including, but not limited to, a connection between the public water supply system and any of the following:
  - (1) A secondary water supply.
  - (2) Any source of water by submerged inlet.
  - (3) A lawn sprinkler system.
  - (4) Piping which may contain sanitary waste or a chemical contaminant, including self-contained hydronic boiler systems.
  - (5) A fire suppression system.
  - (6) Any other source of potential contaminant (regardless of the source or means of connection).

**Sec. 48-63. - Cross connection inspections.**

- (a) It shall be the duty of the city to inspect and re-inspect all premises, properties, or facilities served by the city water distribution system where cross connections to the system are deemed possible by the city and as otherwise required by applicable cross connection laws and regulations. In conducting such inspections, the city shall also conform to the general requirements for inspections as provided by division 1 of this article.
- (b) The frequency of inspections and re-inspections for cross connections shall be established by the city based on potential health hazards to the city water distribution system and other factors as determined relevant and appropriate by the city.

**Sec. 48-64. - Access to premises; right of entry.**

- (a) Notwithstanding any other provision or requirement of this article or any other applicable law or regulation, the city shall have the right to enter any premises, property, or facility for the sole purpose to inspect and examine for cross connections.

- (b) The city shall be granted access to all premises, properties, or facilities at all reasonable hours to determine or confirm the possible presence of a cross connection. The city shall be granted such access to all areas of a premises, property, or facility where the city believes that there may be piping or other conveyances that could ultimately be connected to the city water distribution system.
- (c) Upon the city's request, the owner or occupant shall furnish the city any information regarding the piping system of the premises, as determined pertinent by the city.
- (d) The owner or occupant's refusal to supply the access or information as provided by this division, at the time requested by the city, shall be a violation of this division.
- (e) Further, the owner or occupant's refusal to grant access or to supply such information when requested shall be deemed evidence of the presence of a cross connection and a violation of this division, subject to such further steps and enforcement as determined necessary and appropriate by the city and as provided by applicable cross connection laws and regulations, including, but not limited to, discontinuance of service.

**Sec. 48-65. - Discontinuance of service.**

- (a) The city is authorized to disconnect water service to a premises, property, or facility, after reasonable notice, for violation of any of applicable cross connection laws and regulations and to take such other precautionary measures deemed necessary to eliminate any danger of contamination of the city water distribution system from cross connections or to otherwise prevent or mitigate a hazard to the public health, safety, or welfare.
- (b) If the city determines that there is an existing or potential threat to the public health, safety, or welfare, including but not limited to, poisoning, the spread of disease, or contamination of the public water supply of any kind and from any source, the water service may be terminated immediately.
- (c) If water service is disconnected as provided by this section, such service shall not be restored until the cross connection has been removed and any other deficiencies or potential hazards have been corrected as required by the city in accordance with applicable cross connection laws and regulations.
- (d) The expense of disconnecting, connecting, and turning off and turning on the water shall be paid by the property owner.

#### **Sec. 48-66. - Correction of violations.**

Upon notification by the city of a violation of this division, the property owner shall promptly correct the violation in compliance with the schedule required and specified by the city, including any conditions imposed by the city. The total time allowed for completion of the necessary corrections shall be contingent upon the degree of hazard involved and include the time required to obtain and install any required equipment. The use and installation of any such equipment shall be subject to the city's prior written approval as otherwise required by this division for use and installation of protective devices. A person's failure to timely complete required corrections as required and specified by the city is a violation of this division.

#### **Sec. 48-67. - Protective devices.**

The city's written approval shall be obtained for any proposed backflow prevention corrective action or protective device before use or installation. All testable backflow prevention devices shall be tested upon installation and at specified periodic intervals thereafter. The city may require the filing of a backflow device test report for any installed device on a periodic basis or at such frequency as required by the city. All testing and maintenance of backflow prevention devices shall be at the owner or occupant's sole expense and shall be performed by a person or entity approved by the city. The failure to file any required report is a violation of this division and may be deemed evidence of a cross connection subject to an enforcement response by the city as otherwise provided by this article.

#### **Sec. 48-68. - Fire suppression systems.**

- (a) All fire suppression systems that are connected to the city water distribution system on the property side of the water service shall be isolated with an ASSE approved backflow prevention detector assembly approved by the city. A single check or single check detector check shall not be considered an approved backflow prevention detector assembly. The level of backflow protection required shall be commensurate with the degree of potential hazard, as determined by the city.
- (b) Any fire suppression system that contains any additives will be required to be protected by an ASSE approved reduced pressure backflow prevention detector assembly.
- (c) If a fire suppression system does not currently have an ASSE approved backflow prevention detector assembly, the owner of the premises shall cause an ASSE approved backflow prevention detector assembly to be installed within the shortest time feasible as required and specified by the city.
- (d) If a fire suppression system has a backflow prevention device, but the device does not meet the latest backflow protection standards as provided by applicable cross connection laws and regulations or is otherwise determined inadequate by the city, the owner of the

premises shall cause the fire suppression system to be upgraded to meet the latest standards in compliance with the schedule required and specified by the city.

- (e) A person's failure to timely complete the installation of an ASSE approved backflow prevention detector assembly or upgrade an existing backflow prevention device for a fire suppression system as provided by this section is a violation of this division.

#### **Sec. 48-69. - Piping identification.**

When a secondary water source is used in addition to a public water supply system, exposed public water and secondary water piping shall be identified by distinguishing colors or tags and so maintained that each pipe may be traced readily in its entirety. If piping is so installed that it is impossible to trace it in its entirety, it will be necessary to protect the public water supply at the service connection in a manner acceptable to the city and state as required by applicable cross connection laws and regulations.

#### **Sec. 48-70. - Protection of potable water supply.**

The potable water supply made available on the properties served by the public water supply shall be protected from possible contamination, as specified by this division and by the state and city plumbing code. Any water outlet which could be used for potable or domestic purposes and which is not supplied by the potable system shall be labeled in a conspicuous manner as "Water Unsafe for Drinking."

#### **Sec. 48-71. - Charges for inspection.**

Inspection charges established from time to time by the city may be included in the water service rates.

### **DIVISION 4. – PLUMBERS**

#### **Sec. 48-72. – License required.**

No person who is not an authorized agent or employee of the city shall do any plumbing work in connection with the city water distribution system or make any attachments, connections, alterations, or repairs to any service pipes, fixtures, or plumbing work connected therewith, unless the person has been duly licensed to do such work by all appropriate licensing entities.

#### **Sec. 48-73. – Workmanlike performance required.**

Licensed plumbers engaging in work connected with any aspect of the city water distribution system shall do all work properly and in conformance with acceptable industry standards of work quality. All parts, attachments, and fixtures supplied or used by plumbers shall be of a kind and quality approved by the city and required by applicable rules and regulations.

## **DIVISION 5. – OWNER REQUESTED WATER SHUTOFFS**

### **Sec. 48-74. – Request to permanently discontinue water service.**

If a property owner desires to permanently discontinue the use of city water on the property owner's premises, a written request to that effect, stating the reasons therefor, shall be made in writing by the property owner to the city. The city shall then disconnect the water at the main at the property owner's expense. The charges for supplying city water to the premises shall thereafter be abated unless or until use of city water is thereafter resumed at the property owner's expense.

### **Sec. 48-75. – Turnoff during temporary vacancy.**

- (a) In case of the temporary vacancy of any premises, the water will be turned off at the curb stop by the city upon the written request by the owner of the premises to the city and will be turned on again upon the date specified by the owner in such request.
- (b) During a temporary vacancy where water service has been shut off by the city, minimum charges will not be billed when service is off for less than half of the billing cycle provided no water is used during that period. If no water is used but service is available for at least half of the billing cycle or greater, the minimum billing will be charged. In the billing cycle where service is restored, the minimum charges will be billed if service is available for half of that billing cycle or greater.
- (c) If metered premises are left unoccupied, with the water not shut off by the city, no rebate will be allowed for water registered by the meter that may leak or waste through the plumbing or fixtures.
- (d) The expense of turning off and turning on the water shall be paid by the owner.

## **DIVISION 6. – WATER USE RESTRICTIONS**

### **Sec. 48-76. – Purpose; conditions warranting declaration of emergency.**

- (a) It is recognized that conditions may arise as a result of a prolonged drought, or a prolonged period of heavy water demand, or as a result of damage or breakdown of an element of the city water distribution system, or a combination of such factors, that could result in a water supply emergency that would negatively affect operating flows and residual water pressures in substantial portions of the water distribution system, with no apparent means immediately available to adequately maintain flows and pressures throughout the system.

- (b) If such a situation arises, it may be in the interests of public health, safety, and welfare to limit the nonessential use of water (including, but not limited to, lawn sprinkling) to preserve, to the extent possible, sufficient water pressure and flow for drinking and other essential domestic uses, and for fire safety, and essential industrial uses.
- (c) The purpose of this division is to provide authority for the city to declare an emergency and limit the nonessential uses of water if determined necessary by the city.

**Sec. 48-77. – Temporary emergency sprinkling regulations.**

- (a) Whenever the city receives notification from the Michigan Department of Environment, Great Lakes, and Energy that the supply or pressure demand for water cannot be accommodated and general welfare is likely to be endangered, or conditions within the water system of the city are likely to endanger the general welfare of the city, the city shall determine that a state of emergency exists and prescribe the following emergency regulations which shall apply in the city for all properties connected to the city water system:

“Sprinkling of lawns and landscaping and all outdoor water use shall only be allowed for properties with even-numbered addresses on even-numbered dates and for properties with odd-numbered addresses on odd-numbered dates.”

- (b) Whenever the city receives notification from the Michigan Department of Environment, Great Lakes, and Energy that provisions in subsection (a) of this section are not sufficient, or conditions within the water system of the city are likely to endanger the general welfare of the city, the following emergency regulations shall apply in the city for all properties connected to the city water system:

“Sprinkling of lawns and landscaping and all outdoor water use shall not be allowed.”

- (c) The city shall, within 24 hours of notification, cause these regulations to be posted at the city office and publicly announced by means of broadcasts or telecasts by the stations with a normal operating range covering the city, or other means.
- (d) The emergency regulations shall become effective immediately after being posted and publicly announced as provided by this section.
- (e) Upon notification from the Michigan Department of Environment, Great Lakes, and Energy that the emergency regulations are no longer necessary, the city shall cause a public announcement lifting the water restrictions.

## **DIVISION 7. – ENFORCEMENT**

### **Sec. 48-80. – Municipal civil infractions.**

- (a) Violation; Municipal Civil Infraction. Except as provided by section 48-81, and notwithstanding any other provision of the city's laws, ordinances and regulations to the contrary, a person who violates or fails to comply with any provision of this article (including, without limitation, any notice, order, decision or determination promulgated, issued or made by the city under this article) is responsible for a municipal civil infraction, subject to payment of a civil fine of not less than \$1,000.00 per day for each infraction and not more than \$10,000.00 per day for each infraction, plus costs and other sanctions.
- (b) Repeat Offenses; Increased Fines. Increased fines may be imposed for repeat offenses. As used in this section, "repeat offense" means a second (or any subsequent) municipal civil infraction violation of the same requirement or provision of this article (i) committed by a person within any one-year period and (ii) for which the person admits responsibility or is determined to be responsible. The increased fine for a repeat offense under this article shall be as follows:
  - (1) The fine for any offense that is a first repeat offense shall be not less than \$2,500.00, plus costs and other sanctions.
  - (2) The fine for any offense that is a second repeat offense or any subsequent repeat offense shall be not less than \$5,000.00, plus costs and other sanctions.
- (c) Amount of Fines. Subject to the minimum fine amounts specified in sections 48-80(a) and 48-80(b), the following factors shall be considered by the court in determining the amount of a municipal civil infraction fine following the issuance of a municipal civil infraction citation for a violation of this article: the type, nature, severity, frequency, duration, preventability, potential and actual effect, and economic benefit to the violator (such as delayed or avoided costs or competitive advantage) of a violation; the violator's recalcitrance or efforts to comply; the economic impacts of the fine on the violator; and such other matters as justice may require. A violator shall bear the burden of demonstrating the presence and degree of any mitigating factors to be considered in determining the amount of a fine. However, mitigating factors shall not be considered unless it is determined that the violator has made all good faith efforts to correct and terminate all violations.
- (d) Authorized Local Official. Notwithstanding any other provision of the city's laws, ordinances and regulations to the contrary, the following persons are designated as the authorized local officials to issue municipal civil infraction citations directing alleged violators to appear in district court for violations of this article (or, if applicable, to issue

municipal civil infraction notices directing alleged violators to appear at a municipal ordinance violations bureau): the City Manager; any sworn law enforcement officer, and any other persons so designated by the city.

- (e) Additional remedies. In addition to ordering the defendant to pay a civil fine, costs, and damages and expenses, the city and/or the city may ask the District Court to issue and enforce any judgment, writ, or order, including injunctive or other equitable relief, necessary to enforce this article, as authorized by state law.
- (f) Other Requirements and Procedures. Except as otherwise provided by this section, the requirements and procedures for commencing municipal civil infraction actions; issuance and service of municipal civil infraction citations; determination and collection of court-ordered fines, costs and expenses; appearances and payment of fines and costs; failure to answer, appear or pay fines; disposition of fines, costs and expenses paid; and other matters regarding municipal civil infractions shall be as set forth in article II (“Municipal Civil Infractions”) of chapter 30 (“Law Enforcement”) of the Marquette Code of Ordinances and Act No. 236 of the Public Acts of 1961, as amended.
- (g) This section shall not affect the sections provided for by any state or local law for a violator’s failure to comply with a judgment of the District Court, nor shall this section in any way limit or restrict the authority of the court to enforce its orders by appropriate sanctions or actions. This section shall not restrict, limit, or bar any action permitted under any other provision of law.

#### **Sec. 48-81. – Criminal penalties; imprisonment.**

Any person who (1) at the time of a violation knew or should have known that water of questionable quality, wastes, or other contaminants or pollutants were discharged or introduced by the person to the city water distribution system contrary to any provision of this article, or contrary to any notice, order, permit, decision or determination promulgated, issued or made by the city under this article; or (2) intentionally makes a false statement, representation, or certification to the city in any form, notice, report, or record required by this article, or in any other correspondence or communication, written or oral, with the city regarding matters regulated by this article; or (3) intentionally falsifies, tampers with, or renders inaccurate any meter, protective device or water supply equipment or appurtenances required by this article; or (4) commits any other act that is punishable under state law by imprisonment for more than ninety (90) days; shall, upon conviction, be guilty of a misdemeanor punishable by a fine of \$500.00 per violation, per day, or imprisonment for up to ninety (90) days, or both in the discretion of the court.

**Sec. 48-82. – Continuing violations.**

Each act of violation, and each day or portion of a day that a violation of this article (or of any notice, order, decision, or determination promulgated, issued, or made by the city under this article) exists, occurs, or continues constitutes a separate and distinct violation subject to the fines, penalties and other sanctions and remedies as provided by this article.

**Sec. 48-83. – Nuisance.**

A violation of this article (or of any notice, order, decision, or determination promulgated, issued, or made by the city under this article) is deemed to be a public nuisance and shall be corrected or abated as directed by the city and/or the city. In addition to any other legal or equitable remedies available under the law, any person creating a public nuisance shall be subject to the provisions of state law, this article, or other ordinance of the city governing such nuisances, including reimbursing the city, the city, and/or the city, as applicable, for any costs incurred in removing, abating, or remedying the nuisance, as applicable.

**Sec. 48-84. – Judicial relief.**

The city and/or the city (in conjunction with the city's legal counsel) may institute legal proceedings in a court of competent jurisdiction to seek all appropriate relief for violations of this article or of any notice, order, decision, or determination promulgated, issued, or made by the city under this article. The action may seek temporary or permanent injunctive relief, damages, penalties, costs, and any other relief, at law or equity, that a court may order. The city or the city may also seek collection of fines, penalties, and any other amounts due to the city, the city, or the city, respectively, that a person has not paid.

**Sec. 48-85. – Cumulative remedies.**

The imposition of a single penalty, fine, notice, or order upon any person for a violation of this article, or of or of any notice, order, decision or determination promulgated, issued or made by the city under this article, shall not preclude (or be a prerequisite for) the imposition by the city, the city, or a court of competent jurisdiction of a combination of any or all of those sanctions and remedies or additional sanctions and remedies with respect to the same violation, consistent with applicable limitations on penalty amounts under state or federal laws or regulations. A criminal citation and prosecution of a criminal action against a person shall not be dependent upon and need not be held in abeyance during any civil, judicial, or administrative proceeding, conference, or hearing regarding the person.

4. **Severability.** Sections of this Ordinance shall be deemed severable and should any section, clause or provision of this Ordinance be declared to be invalid, the same shall not affect the validity of the Ordinance as a whole or any part thereof other than the part so declared to be invalid.

5. **Saving Clause.** The amendment or repeal by this Ordinance of any ordinance or ordinance provision shall have no effect upon prosecutions commenced prior to the effective date of this Ordinance or prosecutions based upon actions taken by any person prior to the effective date of this Ordinance. Those prosecutions shall be conducted under the ordinance provisions in effect prior to the effective date of this Ordinance.

6. **Conflict.** Except as otherwise expressly provided, the provisions of this Ordinance shall control in the event of any inconsistency or conflict between this Ordinance and any other provision of any other ordinance of the City.

7. **Publication.** This Ordinance shall be published by publishing a summary of the Ordinance in a newspaper of general circulation in the City of Marquette, including the designation in the publication of the location in the City where a true copy of the Ordinance can be inspected or obtained, as authorized by State law.

8. **Effective Date.** This Ordinance shall become effective upon the date of publication of the notice of its adoption as provided in Section 6, above, and as certified by the Clerk, below.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by the City Commission, City of Marquette, Michigan.

On roll call, the vote was:

Yeas:

Nays:

By:

Certification

I, \_\_\_\_\_, Clerk of the City of Marquette, Michigan, do hereby certify that the foregoing is a true copy of the ordinance adopted by the City of Marquette City Commission at a regular meeting held on \_\_\_\_\_, 2022, at \_\_\_\_\_, and that it was published in \_\_\_\_\_ on \_\_\_\_\_, 2022.

\_\_\_\_\_, Clerk

**City of Marquette, MI**

300 West Baraga Avenue  
Marquette, MI 49855

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**Agenda Date: 9/26/2022**

**Consent Agenda**  
**Wastewater and Water Treatment Chemicals**

**BACKGROUND:**

The Marquette Area Wastewater Treatment Facility and Water Filtration Plant annually solicit bids for water treatment chemicals. Eight suppliers responded this year. The attached bid tabulation includes delivered prices for chemicals meeting specifications.

**Univar Solutions – Fairfield, OH**

Hydrofluosilicic Acid 23.0% to 26.0% - \$0.325 /lb.

**Hydrite Chemical Co. - Superior, WI**

Sodium Bisulfite, 38% minimum, Bulk Delivery - \$0.225 /lb

**Rowell Chemical Corp. – Hinsdale, IL**

Sodium Hydroxide, 50%, Bulk Delivery - \$4.00 /gallon

**USALCO – Baltimore, MD**

Sodium Aluminate, Technical Grade 38% - \$750.26 /wet ton

**FISCAL EFFECT:**

Funds are included in the FY 2023 Water and Wastewater Budgets for these chemicals.

**RECOMMENDATION:**

Award the chemical bids for FY 2023 to the successful bidders meeting specifications.

**ALTERNATIVES:**

As determined by the Commission.

**ATTACHMENTS:**

Description

▣ Bid Tabulation

**BID TABULATION**  
**BP 22-08 "Water and Wastewater Treatment Chemicals"**  
**2:00 p.m., August 30, 2022**

|                                                   | I.<br>Hydrofluosilicic<br>Acid | II.<br>Sodium<br>Bisulfite | III.<br>Water<br>Softener Salt | IV.<br>Sodium<br>Hydroxide<br>50% | V.<br>Sodium<br>Aluminate | VI.<br>Sodium<br>Hypochlorite |
|---------------------------------------------------|--------------------------------|----------------------------|--------------------------------|-----------------------------------|---------------------------|-------------------------------|
| COMPANY NAME                                      | Bulk / lb.                     | Bulk / lb.                 | Per lb.                        | Bulk / gal.                       | Wet ton                   | Bulk / gal.                   |
| <b>Alexander<br/>Chemical Corp.<br/>Peru, IL</b>  |                                |                            |                                | \$4.581                           |                           |                               |
| <b>Hawkins<br/>Superior, WI</b>                   | \$0.64                         |                            |                                | \$7.50                            |                           | \$3.48                        |
| <b>Hydrite Chemical<br/>Co.<br/>Superior, WI</b>  |                                | <b>\$0.225</b>             |                                | \$5.25                            |                           | \$3.30                        |
| <b>Pencco<br/>San Felipe, TX</b>                  | \$0.3575                       |                            |                                |                                   |                           |                               |
| <b>PVS Chemical<br/>Solutions<br/>Detroit, MI</b> |                                | \$0.3300                   |                                |                                   |                           |                               |
| <b>Rowell Chemical<br/>Corp.<br/>Hinsdale, IL</b> |                                |                            |                                | <b>\$4.00</b>                     |                           | <b>\$3.05</b>                 |
| <b>USALCO<br/>Baltimore, MD</b>                   |                                |                            |                                |                                   | <b>\$750.26</b>           |                               |
| <b>Univar Solutions<br/>Fairfield, OH</b>         | <b>\$0.325</b>                 |                            |                                |                                   |                           |                               |

| Chemical Cost Tracking          |                                  |             |             |             |             |             |             |             |             |
|---------------------------------|----------------------------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|
| Chemical                        | Application*                     | FY<br>15/16 | FY<br>16/17 | FY<br>17/18 | FY<br>18/19 | FY<br>19/20 | FY<br>20/21 | FY<br>21/22 | FY<br>22/23 |
| Hydrofluosilicic Acid, \$/lb    | W                                | \$0.14      | \$0.22      | \$0.20      | \$0.1947    | \$0.210     | \$0.21      | \$0.254     | \$0.325     |
| Sodium Bisulfite, \$/lb         | WW                               | \$0.11      | \$0.11      | \$0.12      | \$0.129     | \$0.135     | \$0.128     | \$0.20      | \$0.225     |
| Water Softener Salt, \$/lb      | W                                | No Bid      | 0.14        | \$0.18      | \$0.171     | \$0.171     | \$0.132     |             |             |
| Sodium Hydroxide, \$/gal        | W                                | \$1.79      | \$1.90      | \$2.39      | \$2.54      | \$2.350     | \$2.04      | \$3.05      | \$4.00      |
| Sodium Aluminate,<br>\$/wet ton | WW                               | \$450.00    | \$437.08    | \$451.80    | \$477.00    | \$477.000   | \$478.00    | \$538.60    | \$750.26    |
| Sodium Hypochlorite,<br>\$/gal  | WW                               | \$0.94      | \$0.99      | \$1.10      | \$1.20      | \$1.200     | \$1.05      | \$1.78      | \$3.05      |
|                                 | *WW -<br>Wastewater<br>Treatment |             |             |             |             |             |             |             |             |
|                                 | W - Water<br>Treatment           |             |             |             |             |             |             |             |             |

**City of Marquette, MI**

300 West Baraga Avenue  
Marquette, MI 49855

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**Agenda Date:** 9/26/2022

**New Business**

**Budget Adjustment - Fiscal Year End 2022**

**BACKGROUND:**

In order to stay in compliance with State and Local laws and regulations, the City should complete each fiscal year with a budget in which actual expenditure amounts do not exceed budget amounts. The attached schedule illustrates funds with projected fiscal year end activities that exceed current budgeted amounts.

**FISCAL EFFECT:**

Approval of the adjustments will help ensure the City stays in compliance with budgetary rules and regulations.

**RECOMMENDATION:**

Approve the budget adjustments for Fiscal Year 2022, and authorize the Chief Financial Officer to make the necessary adjustments to balance the budgets.

**ALTERNATIVES:**

As determined by the Commission.

**ATTACHMENTS:**

Description

- ▣ FY'22 FYE Budget Amendment

BUDGET REPORT FOR CITY OF MARQUETTE

|                                                            | 2021-22<br>AMENDED<br>BUDGET | 2021-22<br>PROJECTED<br>ACTIVITY | FY'22<br>Proposed<br>Budget<br>Amendment |
|------------------------------------------------------------|------------------------------|----------------------------------|------------------------------------------|
| <b>Fund 101 - GENERAL FUND</b>                             |                              |                                  |                                          |
| TOTAL ESTIMATED REVENUES                                   | 22,949,550                   | 23,041,270                       | 91,720                                   |
| TOTAL APPROPRIATIONS                                       | 22,949,550                   | 23,041,270                       | 91,720                                   |
| <b>Fund 202 - MAJOR STREET FUND</b>                        |                              |                                  |                                          |
| TOTAL ESTIMATED REVENUES                                   | 4,506,570                    | 4,629,070                        | 122,500                                  |
| TOTAL APPROPRIATIONS                                       | 4,506,570                    | 4,629,070                        | 122,500                                  |
| <b>Fund 203 - LOCAL STREET FUND</b>                        |                              |                                  |                                          |
| TOTAL ESTIMATED REVENUES                                   | 3,015,550                    | 3,063,450                        | 47,900                                   |
| TOTAL APPROPRIATIONS                                       | 3,015,550                    | 3,063,450                        | 47,900                                   |
| <b>Fund 227 - SANITATION</b>                               |                              |                                  |                                          |
| TOTAL ESTIMATED REVENUES                                   | 2,292,990                    | 2,792,990                        | 500,000                                  |
| TOTAL APPROPRIATIONS                                       | 2,292,990                    | 2,792,990                        | 500,000                                  |
| <b>Fund 250 - LOCAL DEVELOPMENT FINANCE AUTHORITY FUND</b> |                              |                                  |                                          |
| TOTAL ESTIMATED REVENUES                                   | 1,244,970                    | 1,277,170                        | 32,200                                   |
| TOTAL APPROPRIATIONS                                       | 1,244,970                    | 1,277,170                        | 32,200                                   |
| <b>Fund 265 - DRUG LAW ENFORCEMENT FUND</b>                |                              |                                  |                                          |
| TOTAL ESTIMATED REVENUES                                   | 14,500                       | 86,950                           | 72,450                                   |
| TOTAL APPROPRIATIONS                                       | 14,500                       | 86,950                           | 72,450                                   |
| <b>Fund 359 - 2013 CAPITAL PROJECTS DEBT SERVICE</b>       |                              |                                  |                                          |
| TOTAL ESTIMATED REVENUES                                   | 86,480                       | 86,490                           | 10                                       |
| TOTAL APPROPRIATIONS                                       | 86,480                       | 86,490                           | 10                                       |
| <b>Fund 361 - 2014 CAPITAL PROJECTS DEBT SERVICE</b>       |                              |                                  |                                          |
| TOTAL ESTIMATED REVENUES                                   | 114,010                      | 114,020                          | 10                                       |
| TOTAL APPROPRIATIONS                                       | 114,010                      | 114,020                          | 10                                       |
| <b>Fund 510 - LAKESHORE AND LIGHTHOUSE PARK FUND</b>       |                              |                                  |                                          |
| TOTAL ESTIMATED REVENUES                                   | 101,620                      | 111,820                          | 10,200                                   |
| TOTAL APPROPRIATIONS                                       | 101,620                      | 111,820                          | 10,200                                   |
| <b>Fund 540 - FUEL SYSTEM FUND</b>                         |                              |                                  |                                          |
| TOTAL ESTIMATED REVENUES                                   | 440,220                      | 540,220                          | 100,000                                  |
| TOTAL APPROPRIATIONS                                       | 440,220                      | 540,220                          | 100,000                                  |

## City of Marquette, MI

300 West Baraga Avenue  
Marquette, MI 49855

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**Agenda Date:** 9/26/2022

### **New Business** **City Attorney Evaluation**

#### **BACKGROUND:**

The City Charter requires an annual performance evaluation of the City Attorney. In July, the City Commission authorized the Mayor to appoint a subcommittee consisting of Commissioners Bonsall, Davis and Stonehouse to the evaluation committee. The subcommittee met to review the City Attorney's performance and compensation earlier this month.

The overall evaluation was very positive. The City Attorney has successfully met all City Charter requirements for her position. Commissioner feedback has been provided to the City Attorney directly.

The committee recommends the term of the City Attorney's contract be extended for two years. In reviewing Commissioners' recommendations and City budgetary constraints, the committee also recommends the Commission revisit the Attorney's compensation in the near future.

#### **FISCAL EFFECT:**

None by this action.

#### **RECOMMENDATION:**

Approve the City Attorney's annual performance evaluation and extend the term of the Attorney's contract by two years to Sept. 30, 2024 at the existing compensation level.

#### **ALTERNATIVES:**

As determined by the Commission.

#### **ATTACHMENTS:**

Description

▣ Contract

## City Attorney Amended Employment Agreement

This Amended Agreement is made and entered into this \_\_\_\_ day of September, 2022, by and between the City of Marquette, Michigan, a municipal corporation (hereinafter the “City”), and Suzanne C. Larsen (hereinafter “Larsen”).

### WITNESSETH:

**WHEREAS**, the City Commission has appointed Larsen to serve as City Attorney, as provided in Section 5-6 of the Charter of the City of Marquette (the “City Charter”);

**WHEREAS**, it is the desire of the City and Larsen to specify the terms and conditions of her employment as City Attorney;

**NOW, THEREFORE**, in consideration of the promises and mutual covenants set forth herein, the parties agree as follows:

### **Section 1.     Duties**

The City agrees to hire and employ Larsen as City Attorney of the City. Larsen accepts such employment and agrees to perform the functions and duties specified in the job description, City Charter, City Ordinances, and the laws of the State of Michigan, and to perform such other duties and functions as the City Commission shall from time to time assign to her.

### **Section 2.     Term**

A.     This Agreement shall remain in effect beginning January 1, 2022, and ending Sept. 30, 2024, unless otherwise terminated pursuant to the terms of this Agreement. The parties may extend this Agreement by mutual written agreement.

B.     This Agreement may be terminated and Larsen may be removed from office by the City Commission for cause. In the event her employment is terminated for cause, the City’s only obligation to her shall be to pay all compensation accrued, but unpaid, as of the date of termination. No payment for any unused benefit time shall be required.

C.     This Agreement may be terminated and Larsen may be removed from office by the City Commission without cause. In the event the City Commission terminates her employment without cause during the term of this Agreement, the City agrees (1) to pay Larsen a lump sum cash payment equal to three (3) calendar months of her then current salary and a pro-rated balance of her unused benefit time subject to Section 8, less applicable withholdings and deductions, and (2) for the same period of three (3) months following termination to contribute toward her health insurance premiums, if any, an amount equivalent to the monthly health insurance premium contribution that the City would have paid toward her health insurance if she had remained employed. No other benefits or compensation shall be due and payable by the City to Larsen in the event of termination without cause.

D.     Larsen may terminate this Agreement and resign from employment as the City Attorney upon thirty (30) days written notice to the Commission. The City’s only obligation to her shall be to pay all compensation accrued, but unpaid, as of the date of resignation. The City may revoke

Larsen's title and require that she cease work on its behalf upon receipt of her resignation. Once she has submitted her resignation, Larsen shall not be eligible to use unused benefit days but will be paid out a pro-rated balance subject to Section 8. In the event she resigns from employment without providing such notice, no payment for unused benefit days shall be made.

### **Section 3.     Compensation.**

A.     Base Salary: The City agrees to pay Larsen an annual base salary of One Hundred and Fifteen Thousand and 00/100 Dollars (\$115,000.00) payable in equal bi-weekly installments effective January 1, 2022.

B.     The City agrees to evaluate the performance and to review Larsen's compensation and term of employment annually no later than the last meeting in September of each year beginning in 2022.

### **Section 4.     Health, Dental, Vision and Prescription Drug Coverage**

The City agrees to provide to Larsen and her dependents the same health, vision, dental and prescription drug insurance coverage and benefits afforded to other non-union, management employees under City policy. The City agrees to pay toward Larsen's health insurance coverage an amount equal to the health insurance premium contribution that the City pays for other non-union City employees under City policy. Larsen is not eligible for City retiree health insurance.

### **Section 5.     Other Benefits**

A.     The City agrees to provide Larsen with a Fifty Thousand Dollar (\$50,000.00) term life insurance policy and Accidental Death and Dismemberment/Long-term Disability coverage. Both policies will commence one hundred eighty (180) days after the employment date of January 1, 2022.

B.     Larsen shall participate in the City's defined contribution plan pursuant to the terms of the Municipal Employees' Retirement System consistent with Department Heads per City policy.

C.     Larsen is covered for work-related injuries or illness as outlined in the Work-Related Injury Policy for Management.

D.     Larsen is eligible to participate in one of the authorized 457 Deferred Compensation Plans.

E.     Larsen is eligible to participate in the City's Section 125 plan including flexible medical spending account, dependent daycare and voluntary insurance.

F.     Larsen and her dependents are eligible for services through the City's Employee Assistance Program.

G.     Upon completing 3 years of employment, Larsen is eligible for the same Longevity Bonus Program as Department Heads.

### **Section 6.     Dues and Subscriptions**

The City agrees to budget and pay for the professional dues and subscriptions of Larsen necessary for her continuation and full participation as a member in good standing of the State Bar of

Michigan, Marquette County Bar Association, and the Michigan Association of Municipal Attorneys (MAMA).

**Section 7. Professional Development**

The City may approve payment, within the budgetary constraints of her professional development budget, for the reasonable expenses of Larsen to continue her professional development, including but not limited to attending and participating in the annual conference of the MAMA, the annual MML conference, and such other seminars and conferences as the City Commission may approve.

**Section 8. Paid Time Off and Holidays**

A. Larsen shall be awarded twenty-five (25) work days of paid time off (known as “benefit time”) on her date of hire and on an annual basis on her anniversary date thereafter. Benefit time is to be used in lieu of vacation, sick, personal, and funeral leave. Unused benefit time may be carried over year-to-year but may not exceed one thousand one hundred (1,100) hours on October 1 of each fiscal year or at separation of employment. Subject to Section 2 of this Agreement, the amount of unused benefit time she will be paid if she separates employment will be calculated by determining the amount of time she would have accrued by her separation date using a rate of 7.45 hours per pay period (which equates to 25 days per year) plus any carryover balance from the previous year up to a maximum of 1,100 hours.

B. Larsen shall be entitled to the same paid holidays as granted to other non-union City management employees in accordance with City policy.

**Section 9. Outside Work**

Larsen shall not participate in any non-City connected business or employment without prior approval of the City Commission.

**Section 10. Bonding**

The City shall bear the full cost of any surety or other bonds required of Larsen under any law, ordinance, or City Charter. In the event she shall become ineligible for continued bonding, such ineligibility shall constitute cause for termination under the terms of this Agreement and the Charter.

**Section 11. Other Terms and Conditions**

The City Commission, in consultation with Larsen, may fix such other reasonable terms and conditions of employment, as it may determine from time to time, relating to the City Attorney, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City Charter, or any other federal or state law.

**Section 12. General Provisions**

A. The text of this written Agreement and any amendments approved by the City Commission and executed by the City and Larsen constitute the entire understanding between the parties with respect to her employment as the City Attorney of the City of Marquette.

B. This Agreement shall be binding upon the City and Larsen, and their heirs, successors and assigns.

C. This Agreement shall become effective upon execution and approval by the City Commission.

**Section 13. Severability**

If any provision of this Agreement is found to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.

**Section 14. Notices**

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, first class, certified or registered mail, postage prepaid, addressed as follows:

1) City: City of Marquette  
Attention: Mayor  
Marquette City Hall  
300 W. Baraga Avenue  
Marquette, MI 49855

With a copy to: City Clerk Kyle Whitney  
Marquette City Hall  
300 W. Baraga Avenue  
Marquette, MI 49855

2) City Attorney: Suzanne C. Larsen  
704 Hennepin Road  
Marquette, Michigan 49855

Change of address for notice purposes shall be submitted to the City Clerk. Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice or may be hand-delivered to the recipient. Notice shall be deemed given as of the date of personal service or three (3) days after the date of deposit of such written notice in the course of transmission in the United States Postal Service.

CITY ATTORNEY

CITY OF MARQUETTE

\_\_\_\_\_  
Suzanne C. Larsen

\_\_\_\_\_  
By: Jennifer A. Smith, Mayor

\_\_\_\_\_  
By: Kyle Whitney, City Clerk  
City of Marquette, Michigan  
Pursuant to a vote of the Marquette City  
Commission on September 26, 2022

## City of Marquette, MI

300 West Baraga Avenue  
Marquette, MI 49855

---

**Agenda Date:** 9/26/2022

### **New Business** **City Manager Evaluation**

#### **BACKGROUND:**

The City Charter requires an annual performance evaluation of the City Manager. In July, the City Commission authorized the Mayor to appoint a subcommittee consisting of Commissioners Bonsall, Davis and Stonehouse to the evaluation committee. The subcommittee met to review the City Manager's performance and compensation earlier this month.

The overall evaluation was very positive. The Manager has successfully met all the City Charter requirements for her position and the majority of City Commissioners awarded her the highest rating in all other performance categories. Commissioner comments and suggestions have been provided to the City Manager.

The committee recommends the term of the City Manager's contract be extended for two years. In reviewing Commissioners' recommendations and City budgetary constraints, the committee also recommends the Commission revisit the Manager's compensation in the near future.

#### **FISCAL EFFECT:**

None with this action.

#### **RECOMMENDATION:**

Approve the City Manager's evaluation and extend the term of the Manager's contract by two years to Sept. 30, 2024 at the existing compensation level.

#### **ALTERNATIVES:**

As determined by the Commission.

#### **ATTACHMENTS:**

Description

▣ Contract

## **Amended City Manager Employment Agreement**

This Amended Agreement is made and entered into this \_\_\_\_ day of September, 2022, by and between the City of Marquette, Michigan, a municipal corporation (hereinafter the “City”), and Karen Kovacs (hereinafter “Kovacs”).

### **WITNESSETH:**

**WHEREAS**, the City Commission has appointed Kovacs to serve as City Manager, as provided in Section 5.4 of the Charter of the City of Marquette (the “City Charter”);

**WHEREAS**, it is the desire of the City and Kovacs to specify the terms and conditions of her employment as City Manager;

**NOW, THEREFORE**, in consideration of the promises and mutual covenants set forth herein, the parties agree as follows:

### **Section 1. Duties**

The City agrees to hire and employ Kovacs as City Manager of the City. Kovacs accepts such employment and agrees to perform the functions and duties specified in the job description, City Charter, City Ordinances, and the laws of the State of Michigan, and to perform such other duties and functions as the City Commission shall from time to time assign to her.

### **Section 2. Term**

A. This Agreement shall remain in effect beginning June 7, 2021, and ending Sept. 30, 2024, unless otherwise terminated pursuant to the terms of this Agreement. The parties may extend this Agreement by mutual written agreement.

B. This Agreement may be terminated and Kovacs may be removed from office by the City Commission for cause. In the event her employment is terminated for cause, the City’s only obligation to her shall be to pay all compensation accrued, but unpaid, as of the date of termination. No payment for any unused benefit time shall be required.

C. This Agreement may be terminated and Kovacs may be removed from office by the City Commission without cause. In the event the City Commission terminates her employment without cause during the term of this Agreement, the City agrees (1) to pay Kovacs a lump sum cash payment equal to three (3) calendar months of her then current salary and a pro-rated balance of her unused benefit time subject to Section 10, less applicable withholdings and deductions, and (2) for the same period of three (3) months following termination to contribute toward her health insurance premiums, if any, an amount equivalent to the monthly health insurance premium contribution that the City would have paid toward her health insurance if she had remained employed. No other benefits or compensation shall be due and payable by the City to Kovacs in the event of termination without cause.

D. Kovacs may terminate this Agreement and resign from employment as the City Manager upon thirty (30) days written notice to the Commission. The City's only obligation to her shall be to pay all compensation accrued, but unpaid, as of the date of resignation. The City may revoke Kovacs' title and require that she cease work on its behalf upon receipt of her resignation. Once she has submitted her resignation, Kovacs shall not be eligible to use unused benefit days but will be paid out a pro-rated balance subject to Section 10. In the event she resigns from employment without providing such notice, no payment for unused benefit days shall be made.

### **Section 3. Compensation.**

A. Base Salary: The City agrees to pay Kovacs an annual base salary of One Hundred and Twenty-Five Thousand and 00/100 Dollars (\$125,000.00) payable in equal bi-weekly installments effective June 7, 2021.

B. The City agrees to evaluate the performance and to review Kovacs' compensation and term of employment annually no later than the last meeting in September of each year beginning in 2022. Prior to Sept. 7, 2021, the City Commission, together with Kovacs, shall develop goals and objectives for her initial year of employment.

### **Section 4. Health, Dental, Vision and Prescription Drug Coverage**

The City agrees to provide to Kovacs and her dependents the same health, vision, dental and prescription drug insurance coverage and benefits afforded to other non-union, management employees under City policy. The City agrees to pay toward Kovacs' health insurance coverage an amount equal to the health insurance premium contribution that the City pays for other non-union City employees under City policy whether she participates in the City's health insurance plan or another health plan chosen by her. Kovacs is not eligible for City retiree health insurance.

### **Section 5. Other Benefits**

A. The City agrees to provide Kovacs with a Fifty Thousand Dollar (\$50,000.00) term life insurance policy and Accidental Death and Dismemberment/Long-term Disability coverage. Both policies will commence one hundred eighty (180) days after the employment date of June 7, 2021.

B. Kovacs shall participate in the City's defined contribution plan pursuant to the terms of the Municipal Employees' Retirement System consistent with Department Heads per City policy.

C. Kovacs is covered for work-related injuries or illness as outlined in the Work-Related Injury Policy for Management.

D. Kovacs is eligible to participate in one of the authorized 457 Deferred Compensation Plans.

E. Kovacs is eligible to participate in the City's Section 125 plan including flexible medical spending account, dependent daycare and voluntary insurance.

F. Kovacs and her dependents are eligible for services through the City's Employee Assistance Program.

G. Upon completing 3 years of employment, Kovacs is eligible for the same Longevity Bonus Program as Department Heads.

H. Kovacs will be provided a City-issued cell phone for which the City will maintain the monthly service plan for.

**Section 6. Automobile**

During the term in which Kovacs is engaged in the performance of her duties and responsibilities pursuant to this Agreement, the City agrees to provide a Five Hundred Dollar (\$500.00) monthly allowance for automobile expenses in recognition of the requirements of the position. The City is under no obligation to reimburse Kovacs for any automobile costs that exceed this amount or for any other automobile costs, other than for mileage incurred on travel outside of Marquette County on City business.

**Section 7. Dues and Subscriptions**

The City agrees to budget and pay for the professional dues and subscriptions of Kovacs necessary for her continuation and full participation in the International City Management Association (ICMA), the Michigan Municipal League (MML), and the Michigan Municipal Executives (MME).

**Section 8. Professional Development**

The City may approve payment, within the budgetary constraints of her professional development budget, for the reasonable expenses of Kovacs to continue her professional development, including but not limited to attending and participating in the annual conference of the ICMA, the annual MML conference, and the legislative conference and meetings of the MME and such other seminars and conferences as the City Commission may approve.

**Section 9. Relocation Payment**

A. The City will provide Kovacs a one-time payment of seven thousand five hundred dollars (\$7,500) for expenses associated with relocating her residence to Marquette, to be made one (1) month after Kovacs' commencement of employment.

B. If Kovacs submits her resignation from employment with the City within 12 months after commencing employment under this Agreement, Kovacs shall reimburse the City for the relocation payment provided to her under Section 9(A).

**Section 10. Paid Time Off and Holidays**

A. Kovacs shall be awarded twenty-five (25) work days of paid time off (known as "benefit time") on her date of hire and on an annual basis on her anniversary date thereafter. Benefit time is to be used in lieu of vacation, sick, personal, and funeral leave. Unused benefit time may be carried over year-to-year but may not exceed one thousand one hundred (1,100) hours on October 1 of each fiscal year or at separation of employment. Subject to Section 2 of this Agreement, the amount of unused benefit time she will be paid if she separates employment will be calculated by determining the amount of time she would have accrued by her separation date using a rate of 7.45 hours per pay period (which equates to 25 days per year) plus any carryover balance from the previous year up to a maximum of 1,100 hours.

B. Kovacs shall be entitled to the same eleven (11) paid holidays as granted to other non-union City management employees in accordance with City policy.

**Section 11. Outside Work**

Kovacs shall not participate in any non-City connected business or employment without prior approval of the City Commission.

**Section 12. Bonding**

The City shall bear the full cost of any surety or other bonds required of Kovacs under any law, ordinance, or City Charter. In the event she shall become ineligible for continued bonding, such ineligibility shall constitute cause for termination under the terms of this Agreement and the Charter.

**Section 13. Other Terms and Conditions**

The City Commission, in consultation with Kovacs, may fix such other reasonable terms and conditions of employment, as it may determine from time to time, relating to the City Manager, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City Charter, or any other federal or state law.

**Section 14. General Provisions**

A. The text of this written Agreement and any amendments approved by the City Commission and executed by the City and Kovacs constitute the entire understanding between the parties with respect to her employment as the City Manager of the City of Marquette.

B. This Agreement shall be binding upon the City and Kovacs, and their heirs, successors and assigns.

C. This Agreement shall become effective upon execution and approval by the City Commission.

**Section 15. Severability**

If any provision of this Agreement is found to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.

**Section 16. Notices**

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, first class, certified or registered mail, postage prepaid, addressed as follows:

1) City:                      City of Marquette  
                                    Attention: Mayor  
                                    Marquette City Hall  
                                    300 W. Baraga Avenue  
                                    Marquette, MI 49855

With a copy to: City Clerk Kyle Whitney  
Marquette City Hall  
300 W. Baraga Avenue  
Marquette, MI 49855

2) City Manager: Karen M. Kovacs  
1140 County Road 492  
Marquette, Michigan 49855

Change of address for notice purposes shall be submitted to the City Clerk. Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice or may be hand-delivered to the recipient. Notice shall be deemed given as of the date of personal service or three (3) days after the date of deposit of such written notice in the course of transmission in the United States Postal Service.

CITY MANAGER

CITY OF MARQUETTE

\_\_\_\_\_  
Karen Kovacs

\_\_\_\_\_  
By: Jennifer A. Smith, Mayor

\_\_\_\_\_  
By: Kyle Whitney, City Clerk  
City of Marquette, Michigan  
Pursuant to a vote of the Marquette City  
Commission on September 26, 2022

Approved as to Form:

\_\_\_\_\_  
By: Suzanne C. Larsen, City Attorney

## City of Marquette, MI

300 West Baraga Avenue  
Marquette, MI 49855

---

**Agenda Date:** 9/26/2022

### **New Business**

#### **Contract for Community Master Plan Update**

##### **BACKGROUND:**

The City Commission has identified a comprehensive update to the Community Master Plan as a priority for FY 2022-23.

Staff conducted an RFP to solicit proposals from land use planning firms interested in the project. The City received five proposals which were evaluated by a project team of the Community Development Director, City Planner, Planning Commission Chair, and Assistant City Manager. Lengthy interviews were conducted with three of the five firms via zoom with a subsequent evaluation meeting held by the evaluation personnel.

As a result of the above process, it is recommended that the City Commission execute the attached contract with the firm of Beckett and Raeder. Their proposal (attached) provides for a highly experienced and knowledgeable team that clearly understood the type of community-engaged effort we are looking for in Marquette.

##### **FISCAL EFFECT:**

The proposal cost breakdown is \$59,500 from the City and \$30,000 from the MEDC Redevelopment Ready Communities Technical Assistance Program. The City portion is budgeted for in the FY 2022-23 Budget.

##### **RECOMMENDATION:**

Approve the recommendation to hire Beckett and Raeder as the primary consultant to assist with the Community Master Plan update, and direct the City Manager to execute the contract.

##### **ALTERNATIVES:**

As determined by the Commission.

##### **ATTACHMENTS:**

Description

- ▣ Consultant Proposal
- ▣ BRI Contract

# City of Marquette Community Master Plan Update

Proposal for Professional Services

August 5, 2022



*Marquette, Michigan*



*innovative*

### OUR CORE VALUES

The Beckett & Raeder, Inc. team firmly believes and employs the following set of core values, which actively drive each professional throughout the duration of any project and contract. As a team, we strive to be:

- » Responsive
- » Exceeding Expectations
- » Creative
- » Passionate
- » Dedicated

It is fundamental that each client receives services and expertise from Beckett & Raeder, Inc. while strictly adhering to the core values.



*"East Jordan has set a strong foundation for its Master Plan by recognizing the important role its industrial hertiage has played in the community's development while recognizing recreation/tourism are quickly becoming a much larger sector within the community's economy; as a smaller community the Plan honestly recognizes there are a number of needs that needs to be address and then dives into specific needs/opportunities including housing and Brownfields redevelopment."*

*Comment from an APA Massachusetts Chapter Juror.*



innovative

|                             |       |
|-----------------------------|-------|
| Letter of Interest          | 5     |
| <i>i.</i>                   |       |
| Business Introduction       | 6-15  |
| <i>ii.</i>                  |       |
| Work Program                | 16-21 |
| <i>iii.</i>                 |       |
| Experience & Qualifications | 22-31 |
| <i>iv.</i>                  |       |
| Consultant Personnel        | 32-40 |
| <i>v.</i>                   |       |
| Timeframe Diagram           | 41-42 |
| <i>vi.</i>                  |       |
| Cost Proposal               | 43-45 |
| <i>vii.</i>                 |       |
| Insurance                   | 46-47 |

August 5, 2022

**Dennis Stachewicz, AICP**  
Community Development Director  
City of Marquette  
300 W Baraga Ave  
Marquette, MI 49855

**Regarding: City of Marquette Master Plan**



On behalf of Beckett & Raeder, Inc., I enthusiastically submit our proposal for your consideration to prepare a new Master Plan for the City of Marquette. We are a planning firm with extensive experience preparing both master plans and zoning ordinances that incorporate a community's master plan goals. We feel that our team at Beckett & Raeder, Inc. (BRI) is expertly equipped with the planning skills, resources, and experience needed to successfully serve the City of Marquette.

Over the last ten years, our team has won more Daniel Burnham Awards for a Master Plan from the Michigan Association of Planning than all of the other planning firms in the State, and it's because we take great pride in helping communities craft unique documents that speak directly to the communities they serve. We were just notified that the East Jordan Master Plan won the 2022 Daniel Burnham Award.

As a partner in the firm and head of planning operations, I will oversee the work and provide technical assistance to our planners and work with our project co-lead, Russ Soyring, FAICP, on this project. Russ or I will be attending meetings with the City and guiding the steering committee through the master planning process. Rowan Brady, AICP, will be providing mapping and data analysis assistance as well as content to the plan. This team also includes formal graphics training that will ensure the City's new master plan conveys information graphically and in a user-friendly way.

We have partnered with Elise Crafts, AICP, from Statecraft, to lead the community engagement process with the City. Elise has experience with communities of all sizes in facilitating community input and narrowing in on actionable items for master plans. Pat Coleman, AICP, North of 45, LLC, will assist BRI in providing his knowledge of year around planning specifically ensuring that winter city strategies are included in recommendations throughout the master plan.

We were proud to have worked with the residents and administration on the 1996 and 2003 Community Master Plans. In particular, the 2003 Community Master helped lay the foundation for Marquette's strategy for a working waterfront, redevelopment of the Wisconsin Central Railyard (now Founder's Landing), options to redevelop the former rail roundhouse property and properties along North Lakeshore Drive between Wright and Hawley.

The City has been proactive in planning for its future. In addition to our knowledge of the community, we have reviewed the current master plan, Downtown Master Plan, Third Street Corridor plan, Trail Master Plan, and the 5-Year Parks and Recreation Master Plan. Our objective is not to duplicate but reaffirm, integrate and coalesce these visions into a strategic master plan for the future.

We prepared a scope and work plan to meet these objectives and look forward to working with you in the future. If you have any questions or concerns, please reach out to me at [jri@bria2.com](mailto:jri@bria2.com) or 734.646.6901.

Thank you,

**John Iacoangeli, PCP, FAICP, LEED AP, CNU-A**  
Partner

**Beckett & Raeder, Inc.**  
535 West William, Suite 101  
Ann Arbor, MI 48103

Petoskey Office  
113 Howard St.  
Petoskey, MI 49770

Traverse City Office  
148 East Front Street, Suite 207  
Traverse City, MI 49684

Toledo  
419.242.3428 ph

734 663.2622 ph  
734 663.6759 fx

231 347.2523 ph  
231 347.2524 fx

231 933.8400 ph  
231 944.1709 fx

[www.bria2.com](http://www.bria2.com)



imagine

*i.*

## Business Introduction



*Norton Shores, Michigan*

**Beckett & Raeder, Inc. is a Michigan Corporation headquartered in Ann Arbor with additional offices in Petoskey and Traverse City, Michigan. The firm includes landscape architects, planners, civil engineers, LEED accredited professionals, and support staff maintaining registrations in the States of Michigan, Ohio, Indiana, and Illinois and certification at the national level.**

### HISTORY

Beckett & Raeder, Inc. was established as a Michigan corporation in 1966 with its corporate office in Ann Arbor, Michigan. BRI is also licensed to operate in the State of Ohio.

### SERVICES

Major areas of practice and scope of services include sustainable design, land use programming and analysis, master planning, campus planning, placemaking, site planning and civil engineering, site development, municipal engineering, storm water management, downtown revitalization and redevelopment, community planning and urban design, economic development, public/private development services, and environmental services.

### PARTNERS, PRINCIPALS, AND/OR OFFICERS

**Deborah Cooper**, President & Partner  
**John Iacoangeli**, Executive V.P., Treasurer & Partner  
**Christy Summers**, Secretary & Partner  
**Brian Barrick**, Partner  
**Kristofer Enlow**, Partner  
**Christopher DeGood**, Partner  
**John Beckett**, Partner Emeritus  
**Tim Knutsen**, Principal

### PHILOSOPHY

All commissions accepted by the firm are accomplished under the direct supervision of one of the firm's seven Partners. Principals, Senior Associates, Associates, Project Landscape Architects, Planners, and Engineers are assigned to projects in accordance with their individual expertise and the requirements of the project. In keeping with the philosophy of the office, the project team is involved in all aspects of the work through its entire duration. The firm routinely engages other consultants, as the work plan requires.

### LOCATIONS

**Ann Arbor**  
535 W. William,  
Suite 101  
Ann Arbor, MI 48103  
Tel: 734.663.2622  
Fax: 734.663.6759

**Traverse City**  
148 E. Front St.  
Suite 207  
Traverse City, MI 49684  
Tel: 231.933.8400  
Fax: 231.944.1709

**Petoskey**  
113 Howard Street  
Petoskey, MI 49770  
Tel: 231.347.2523  
Fax: 231.347.2524

**WEBSITE**  
[www.bria2.com](http://www.bria2.com)  
Staff Size: 24

**CONTACT:**  
John Iacoangeli, PCP, FAICP, LEED AP, CNU-A  
Partner  
734.663.2622 | [jri@bria2.com](mailto:jri@bria2.com)

## Our Services



*Michigan Recreation and Park Association (mParks), Outstanding Park Design Award, 2018,  
Petoskey Downtown Greenway, South Segment | Petoskey, Michigan*

### INFRASTRUCTURE

Storm Water Management  
Water Distribution Systems  
Sanitary Sewer Systems  
Capacity Analysis  
Capital Improvement Program  
Wellhead Design & Protection  
Pavement Evaluation  
Streets and Roads  
Onsite Sewage Treatment  
Utility Marking  
Parking

### COMMUNITY PLANNING & ZONING

Comprehensive Master Plans  
Brownfield Redevelopment  
Zoning Ordinance /Codes  
Specialized Zoning Ordinance

Provisions Development  
Standards and Guidelines Site  
Plan Review  
Strategic Planning  
Expert Witness Zoning Testimony  
Community Development  
Greenway Planning  
New Urbanism

### ENVIRONMENTAL SERVICES

Site Evaluation & Analysis  
Low Impact, Conservation Design  
Wetland Delineation  
Constructed Wetland Design &  
Installation  
Wetland Restoration  
Storm Water Management

### ANALYSIS & EVALUATION

Site Analysis  
Feasibility Studies  
Site Selection Studies  
Buildout Analysis  
Market Analysis  
Demographics  
Natural Features Interpretive  
Studies

### PROJECT CONSTRUCTION

Construction Administration  
Field Inspection  
Storm Water Operator  
Bridge Inspection  
Specification Writing  
Project Cost Estimating  
Construction Drawings



*2016 Honor Award, Michigan Chapter, Landscape Architectural Sustainability Marshbank Park | West Bloomfield Township, Michigan*

### DOWNTOWN & ECONOMIC DEVELOPMENT

- Brownfield Redevelopment
- Grant Writing
- Downtown Management
- Downtown Master Plans
- Special Finance Districts
- Adaptive Reuse Studies
- Retail Market Analysis
- Strategic Planning/Visioning Workshops
- Physical Design Plans
- Streetscape Design & Implementation
- Wayfinding & Signage
- Tax Increment Financing & Development Plans
- DDA Creation

### SITE DESIGN

- Planting Design
- Irrigation Design
- Grading Plans
- Utility Plans
- Pavement Design
- Lighting Design
- Site Design Guidelines
- Park Design
- URBAN DESIGN
- Corridor Design & Planning
- Streetscape Design
- Waterfront Design

### FACILITY DESIGN

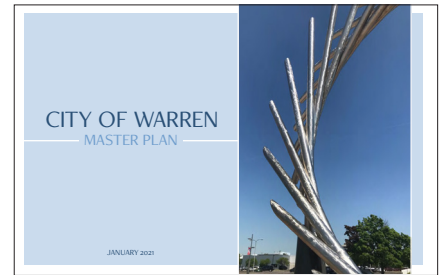
- Marina Design
- Playground Design
- Athletic Facility Design
- K-12 Site Development

- Subdivision Design
- Campgrounds
- Parks Design
- Higher Education

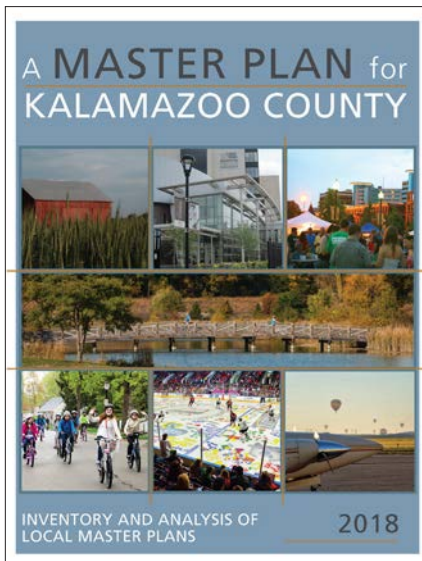
### MASTER PLANNING

- Campus Planning
- Traditional Neighborhood & Small Town Design
- Community Master Planning
- Watershed Planning
- Recreation Master Planning
- Park Master Planning
- Rural Land Planning Services
- Land Use Planning

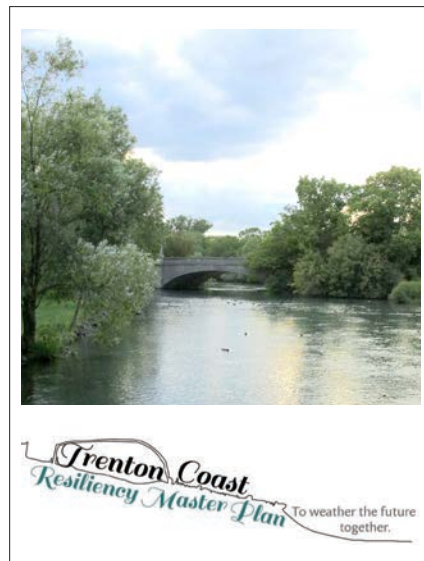
## MAP Daniel Burnham Award for a Comprehensive Plan



City of Warren Master Plan  
Warren, MI | 2021



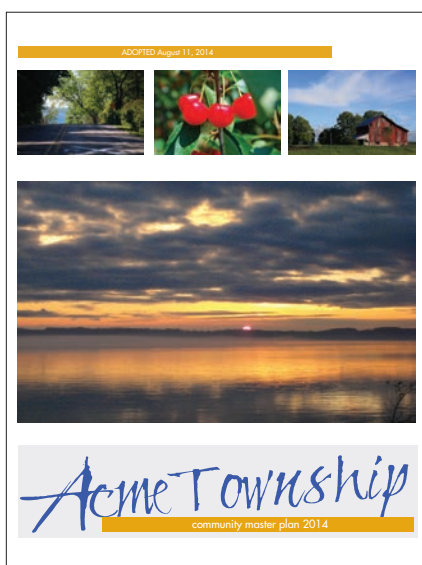
Kalamazoo County Master Plan  
Kalamazoo, MI | 2019



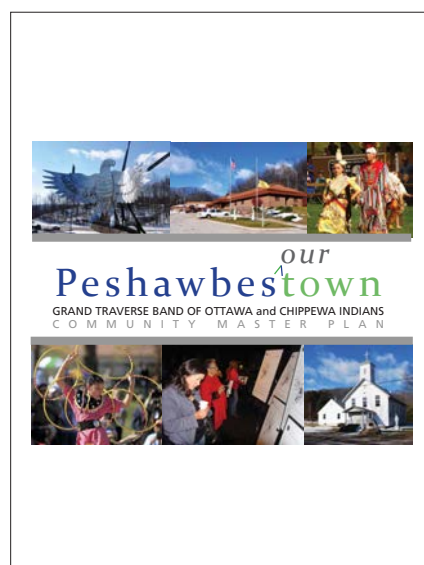
Trenton Resiliency Master Plan  
Trenton, MI | 2017



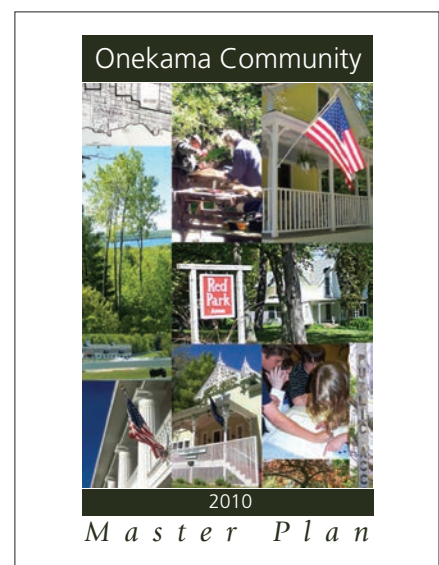
Jackson Community Master Plan  
Jackson, MI | 2016



Acme Township Master Plan  
Acme, MI | 2015



Peshawbestown Master Plan  
Grand Traverse Band of Ottawa & Chippewa Indians | 2013



Onekama Community Master Plan  
Onekama, MI | 2010

## Other Michigan Association of Planning Awards



*Design charrette for City of East Jordan Master Plan | City of East Jordan, Michigan*

### DANIEL BURNHAM AWARD FOR A COMPREHENSIVE PLAN

City of East Jordan Master Plan  
East Jordan, MI | 2022

### PLANNING EXCELLENCE AWARDS

**Economic Development &  
Planning, 2021**  
Comstock Center Place Plan for  
Redevelopment and Prosperity  
Township of Comstock, MI

**Public Outreach, 2021**  
City of East Jordan Master Plan  
East Jordan, MI

**Public Outreach, 2020**  
Sturgis Community Master Plan  
Sturgis, MI

**Economic Planning &  
Development, 2018**  
Project Rising Tide

### URBAN DESIGN AWARDS

**Urban Design, 2018**  
Jackson Downtown Streetscape  
Jackson, MI

**Urban Design, 2017**  
Jackson Blackman Park Expansion  
Jackson, MI

### HONOR AWARDS

**Honor Award**  
Monroe Coastal Zone  
Management Plan  
Monroe, MI

**Honor Award**  
River Raisin Esplanade  
Monroe, MI

**Honor Award**  
"Michigan Social Erosion  
and Sedimentation Control  
Guidebook"  
State of Michigan

**Honor Award**  
"Housing for the Elderly  
Development Process"  
Michigan State Development  
Authority

### OTHER AWARDS

**Best Practice Award, 2018**  
Planning for Resiliency in Michigan:  
A Comprehensive Handbook

**Implementation Award, 2016**  
Bear River Valley Recreation Area  
Petoskey, MI

**Innovation in Economic  
Planning & Development, 2015**  
Lakes to Land Regional  
Initiative: Food and Farm  
System Assessment

**Innovation in Regional  
Planning, 2014**  
Lakes to Land Regional Planning  
Initiative

**Ongekama Joint Master Plan,  
2012**  
Ongekama, MI

## Selected Recent Awards



*River Raisin Heritage Corridor | Monroe, Michigan*

### **MICHIGAN ASSOCIATION OF PLANNING**

**Daniel Burnham Award for a Comprehensive Plan, 2021**  
City of Warren Master Plan  
Warren, MI

**Planning Excellence Award for Economic Development and Planning, 2021**  
Comstock Center Place Plan for Redevelopment and Prosperity  
Township of Comstock, MI

**Planning Excellence Award for Public Outreach, 2021**  
City of East Jordan Master Plan  
East Jordan, MI

**Planning Excellence Award for Public Outreach, 2020**  
Sturgis Community Master Plan  
Sturgis, MI

**Daniel Burnham Award for a Comprehensive Plan, 2019**  
Kalamazoo County Master Plan  
Kalamazoo, MI

**Economic Planning and Development Award, 2018**  
Project Rising Tide

**Urban Design Award, 2018**  
Jackson Downtown Streetscape  
Jackson, MI

**Best Practice Award, 2018**  
Planning for Resiliency in Michigan:  
A Comprehensive Handbook

**Urban Design Award, 2017**  
Jackson Blackman Park Expansion  
Jackson, MI

**Daniel Burnham Award for a Comprehensive Plan, 2016**  
Jackson Community Master Plan  
Jackson, MI

**Implementation Award, 2016**  
Bear River Valley Recreation Area  
Petoskey, Michigan

**Daniel Burnham Award for a Comprehensive Plan, 2015**  
Acme Township Master Plan  
Acme, MI

**Innovation in Economic Planning & Development, 2015**  
Lakes to Land Regional Initiative: Food and Farm System Assessment

**Innovation in Regional Planning, 2014**  
Lakes to Land Regional Planning Initiative

**Daniel Burnham Award for a Comprehensive Plan, 2013**  
Peshawbestown Master Plan  
Grand Traverse Band of Ottawa and Chippewa Indians

**Daniel Burnham Award for a Comprehensive Plan, 2010**  
Onekama Community Master Plan  
Onekama, Michigan

### **AMERICAN SOCIETY OF LANDSCAPE ARCHITECTS**

**Merit Award, Michigan Chapter, 2017, General Design**  
Chicago Drive Corridor  
Grandville, Michigan

**Merit Award, Michigan Chapter, 2017, Planning & Analysis**  
Peshawbestown Community Master Plan  
Peshawbestown, Michigan

**Merit Award, Michigan Chapter, 2016, Landscape Architectural Design**  
Jackson Blackman Park Expansion,  
Jackson, Michigan

**Merit Award, Michigan Chapter, 2016, Landscape Architectural Sustainability**  
Wall Street East Parking Structure,  
Ann Arbor, Michigan

**Honor Award, Michigan Chapter, 2016, Landscape Architectural Sustainability**  
Marshbank Park  
West Bloomfield Township,  
Michigan

**Merit Award, Michigan Chapter, 2015, Landscape Architectural Design**  
Munger Graduate Residences,  
University of Michigan  
Ann Arbor, Michigan

**Merit Award, Michigan Chapter, 2014, Historic Significance**  
Petoskey Bayfront Park  
Petoskey, Michigan

**Merit Award, Michigan Chapter, 2013, Planning & Analysis**  
River Raisin Heritage Corridor  
East Master Plan  
Monroe, Michigan

**Merit Award, Michigan Chapter, 2010**  
Outdoor Learning Center  
Central Michigan University  
Mt. Pleasant, Michigan

## **MICHIGAN RECREATION & PARK ASSOCIATION**

**Design Award, Outstanding Facility 2017**  
Silver Lake State Park  
Mears, Michigan

**Landscape Design Award, 2014**  
White Lake Bloomer Park  
White Lake Charter Township,  
Michigan

**Outstanding Park Design Award, 2013**  
Argo Cascades  
Ann Arbor, Michigan

**Design Award, Landscape Design, 2011**  
Bear River Valley Recreation Area  
City of Petoskey, Michigan

**Landscape Design Award, 2011 Marshbank Park**  
West Bloomfield Township,  
Michigan

**Landscape Design Award, 2010**  
Outdoor Learning Center  
Central Michigan University  
Mount Pleasant, Michigan

## **IMAGIN (Improving Michigan's Access to Geographic Information Networks)**

**Innovation Award, 2018**  
Acme Township, Michigan

## **EDUCATION DESIGN SHOWCASE**

**Project of Distinction, 2017 Outstanding Design and Architecture**  
Lasch Family Golf Center,  
Michigan State University  
East Lansing, Michigan

## **NATIONAL TRUST FOR HISTORIC PRESERVATION**

**Richard H. Driehaus National Preservation Honor Award, 2014**  
McGregor Pool  
Wayne State University  
Detroit, Michigan

## **Selected Recent Awards**

### **MICHIGAN HISTORIC PRESERVATION NETWORK**

**Government/Institution Award, 2016**  
River Raisin Heritage Corridor,  
East Master Plan  
Monroe, Michigan

**Cultural Landscape Award, 2014**  
McGregor Memorial  
Conference Center Reflecting  
Pool and Sculpture Garden  
for Contribution to Historic  
Preservation in Michigan  
Wayne State University  
Detroit, Michigan

### **GREAT LAKES PARK TRAINING INSTITUTE**

**Great Lakes Park, Facility, & Recreation Program Award, 2013**  
Marshbank Park  
West Bloomfield Township,  
Michigan

### **WASHTENAW CONTRACTORS ASSOCIATION**

**Pyramid Award, 2018**  
University of Michigan Art &  
Architecture A. Alfred Taubman  
Wing  
Ann Arbor, Michigan

### **OAKLAND COUNTY**

**Oak Land Award, 2012**  
Marshbank Park  
West Bloomfield Township,  
Michigan

## Professional Affiliations & Organizations



*Jackson Streetscape Master Plan | Jackson, Michigan*

Beckett & Raeder, Inc. is staffed by registered professional engineers, landscape architects, community planners, and environmental and ecological professionals and has specialized training and maintains professional affiliation with the following:

### ACCREDITATIONS

U.S. Green Building Council LEED Accredited Professionals  
Form Based Code Institute (FBCI)  
Congress for the New Urbanism Accreditation (CNU-A)

### CERTIFICATIONS

Michigan Economic Development Association  
Certified Economic Development Professional  
Certified Stormwater Operator  
Housing Development Finance Professional (HDFP)  
Project Management Boot Camp  
PASER Road Rating  
Planning and Zoning Instructor (MAP)  
Certificate of Real Estate  
Certified Playground Safety Inspector (CPSI)  
American Institute of Certified Planners (AICP)  
National Charrette Institute Certification (NCI)

### REGISTRATIONS

Professional Registered Engineers

- » State of Michigan (PE)
- » State of Ohio (PE)

Professional Landscape Architects

- » State of Michigan (PLA)
- » State of Ohio (PLA)
- » State of Illinois (PLA)
- » State of Indiana (PLA)
- » Council of Landscape Architects Registration Boards

Residential Builder License

- » State of Michigan

### SPECIALIZED TRAINING

EPA Brownfield Redevelopment  
People, Places and Placemaking  
Economics of Place  
Neighborhoods, Streets and Connections  
Form Planning and Regulation  
Collaborative Public Involvement  
Applied Placemaking  
Complete Streets  
Geographic Information Systems  
FEMA ICS-100, IS-00029, EFS 15  
FEMA ICS-200, IS-00700 (NIMS)  
Green Roof Design  
Charrette System Training (NCI)

## Professional Affiliations & Organizations

### MEMBERSHIPS

|                                                                     |                                                                         |                                             |                                                            |                                                        |                                                  |
|---------------------------------------------------------------------|-------------------------------------------------------------------------|---------------------------------------------|------------------------------------------------------------|--------------------------------------------------------|--------------------------------------------------|
| American Planning Association (APA)                                 | American Society of Landscape Architects (ASLA)                         | American Society of Civil Engineers (ASCE)  | American Public Works Association (APWA)                   | Congress for the New Urbanism                          | Detroit Association of Planners                  |
| Heritage Ohio (Ohio Main Street)                                    | Improving Michigan's Access to Geographic Information Networks (IMAGIN) | Institute of Transportation Engineers (ITE) | Michigan Association of Physical Plant                     | Administrators (MIAPPA)                                | Michigan Association of Planning (MAP)           |
| MAP Planners in Private Practice                                    | Michigan Complete Streets                                               | Michigan Downtown Association (MDA)         | Michigan Economic Development Association (MEDA)           | Michigan Historic Preservation Network                 | Michigan Municipal League (MML)                  |
| Michigan Recreation and Parks Association                           | Michigan Rural Network                                                  | Michigan Society of Professional Engineers  | Michigan School Business Officials (MSBO)                  | National Complete Streets                              | National Main Street Center                      |
| National Society of Professional Engineers                          | National Trust for Historic Preservation                                | Preservation Detroit                        | Society of Marking Professional Services (SMPS)            | Society of College and University Professionals (SCUP) | South Oakland County Municipal Engineers (SOCME) |
| Southern Michigan Water and Sewer Utilities Association (SMW & SUA) | Toledo Metropolitan Area of Council of Governments (TMACOG)             | Urban Land Institute                        | Urban and Regional Information Systems Association (URISA) |                                                        |                                                  |



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## Work Program



*River Raisin Heritage Corridor | Monroe, Michigan*

### UNDERSTANDING OF REQUEST

BRI understands that the City of Marquette is looking for an updated master plan and we will provide a concise master plan based on major themes, and a focused action plan. To achieve this outcome, our team experience is diverse and includes professionals with knowledge in urban planning, urban design, transportation, community engagement, new urbanism, winter cities, placemaking, Redevelopment Ready Communities, and Strong Towns.

Today's news and information is acquired in snippets on smartphones, tablets and laptops. As a result, the average person will not read a 100 or 200 plus page master plan. We are recommending a master plan no more than 80 pages in length, published like a magazine, that will be easy to read with many visuals and useable for staff, Planning Commission and the public. A master plan should communicate, visualize, inspire, and provide a direction for the community based on reliable information and consensus.

Marquette residents are involved, so the importance of community engagement throughout the master planning process is a requirement. We are providing a project website for updates and education to the public, as well as monthly written reports for the Planning Commission and City Commission. Proposed is a community survey, community open house, stakeholder listening sessions, and a pop-up kit. Following milestone activities, BRI will provide a verbal update at a Planning Commission meeting to keep the Commission informed and gain additional input.

BRI takes pride at providing unique analysis and looking into topics commonly overlooked. Being a tourist destination and a Ed-Med Town, we understand that this can place additional burden and stress on a community. After gathering community input, we will provide recommendations that can be incorporated into the zoning ordinance and City Commission strategic plans, that can further guide the City in the future.

# Work Program

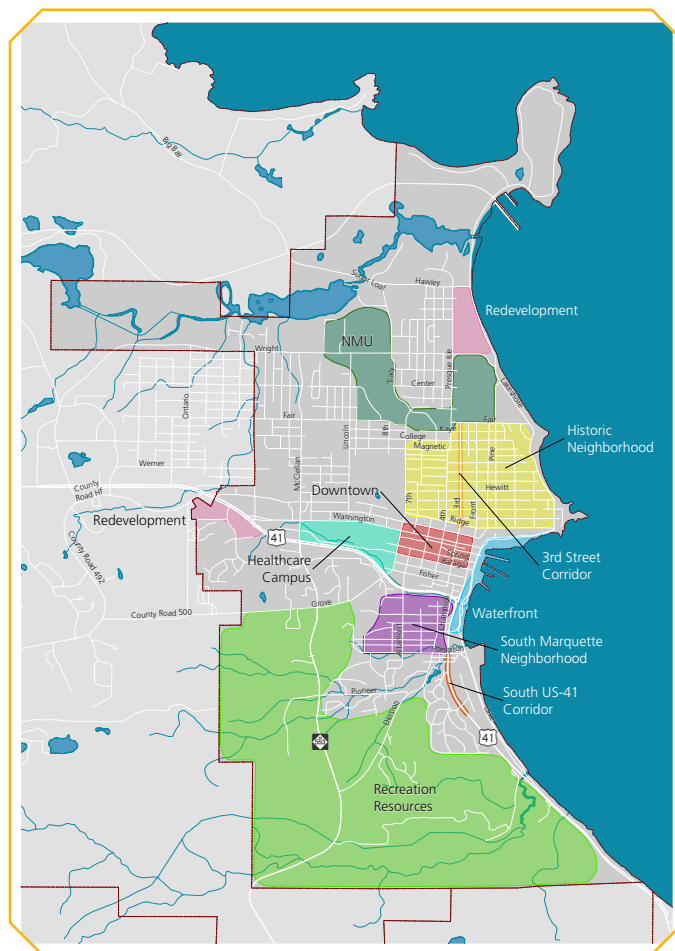
## TASK 1: PROJECT INITIATION

### Months 1-3

#### **INQUIRE - Meet, listen, and understand the basic framework of the community**

##### *Task 1.1: Kickoff Meeting / City Tour*

Host an in-person kickoff meeting with the steering committee to discuss the final work plan and any special considerations in the planning process. This meeting will also establish basic attitudes and priorities relative to the community outreach process and the master plan while identifying data required to conduct the study. In addition, a City tour will take place with City staff to identify areas of interest and concern, view housing stock, and different districts throughout the community. It is anticipated that BRI will meet with the steering committee on a monthly basis throughout the process.



##### *Task 1.2: Plan & Policy Review*

BRI will review neighboring community plans, as well as City, Marquette County, and other regional plans for the area. Planning for the future of the City of Marquette will need to consider the growth and opportunities

in neighboring communities, a brief overview of neighboring plans will be provided and the master plan will take into account the impacts from the neighboring communities since the City is physically constrained by Marquette Charter Township, Chocolay Charter Township and Sands Township. Further, many individuals that reside in these communities commute into the City to work at government, healthcare, university, and retail jobs. So, its important to understand how the greater Marquette ecosystem works in order to adequately plan for the City.

##### *Task 1.3: Website*

BRI will create and host a master plan website for the project. This will allow for the public to stay up to date on the status of the master plan, as well as, any community engagement events that have been scheduled. E-newsletters, reports, and updates will be provided, and individuals can sign up to receive notifications when new information is available. An example of a current website can be found at [TCMasterPlan.org](http://TCMasterPlan.org).

## TASK 2: COMMUNITY ENGAGEMENT KICKOFF

### Months 4-10

#### **LISTEN - Identify and/or confirm existing conditions, community values, and vision for change elements**

##### *Task 2.1: Community Survey*

BRI will develop an online survey to ascertain relative community priorities and provide additional detail and guidance on topics of interest. The survey's content will be developed in close consultation with the Steering Committee and will include topics such as housing, winter activities, and development areas. BRI will work with the City to ensure the widest possible distribution of the survey on platforms including the City's website. To ensure that all property owners are notified of the community survey we are recommending a post card mailing to all property owners of record. A desirable timeframe would be to include the survey announcement with the winter tax bill mailing. BRI will hold 2 meetings with the Steering Committee to review and receive input on the questions in the survey.

##### *Task 2.2: Pop-Up Activities*

BRI will develop a "pop-up in a box" that can be used by the City to raise awareness of the master planning process and gain input from members of the public. We would recommend that members of the steering committee, Planning Commission, City Commission, and staff be involved in setting up a table and educating/informing the public. Venues for the pop-up are limitless

and can occur at both public and private events and gatherings. BRI will provide guidance on documents to be included in the pop-up kit and guidance on how the kit should be used by the community. A 1 hour training for all members that will be using the pop-up kit is suggested to ensure that everyone has an understanding of the purpose and goal of the pop-up kit.

### *Task 2.3: Community Open House*

BRI will host an in-person community engagement open house to confirm emerging themes with the community and dig deeper into potential opportunities including winter activities. This open house is proposed to be held around month 8 of the project but would be dependent on the time of year to ensure the maximum number of participants. Included with the open house will be a virtual survey available for additional input for those that were not able to attend the in-person open house.

### *Task 2.4: Stakeholder Listening Sessions*

BRI will hold six (6) in-person stakeholder listening sessions around the community open house to gain input from specific group on topics within the master plan including potential collaboration on action plan items. We would seek input from the steering committee and staff to provide organizations that should be contacted to provide input as stakeholders.

### *Task 2.5: Planning Commission Update*

Following the gathering of community input, BRI will provide the Planning Commission a verbal update on the general themes, goals, and actions from the community input. BRI will participate virtually in this update and the session would be recorded for viewing access on the project web site.

## **TASK 3: PLAN DEVELOPMENT**

### **Months 3-8**

### **UNDERSTAND - Diving into the nitty gritty of a community**

#### *Task 3.1: Community Profile*

BRI will create a new community profile chapter to include the most recent United States Census Data. Topics including population change, household and family structure, housing types, and value and tenure will be examined and displayed in reader-friendly graphs and tables. The team will compare with statewide patterns and describe the land use implications.

#### *Task 3.2: Land Use Inventory & Natural Features*

The Existing Land Use chapter of the master plan will be updated. The land use map will be re-rendered using

the most recent publicly available satellite imagery. Change in state equalized value will be updated using the most recent figures from the County. All maps will be prepared using ERSI GIS software and will rely on parcel information provided by the City.

The team will inventory the City's natural systems including its topography, wetlands, woodlands, and agricultural types. The existing maps of agricultural lands and forest suitability will be re-rendered to maximize their legibility.

#### *Task 3.3: Community Facilities*

The community facilities chapter of the master plan will be reviewed to ensure that the inventory is up to date. The team will also review additional community systems such as broadband access, wind, solar, parking, and pedestrian facilities. BRI will identify locations within the City that are suitable for wind and solar energy providing a map to show locations.

#### *Task 3.4: Coastal Resilience*

Resilient communities are those that are prepared to withstand and recover from Great Lakes coastal erosion and flooding events. The goal is to protect coastal properties and infrastructure through accommodation, adaptation, and protect/retreat strategies while preserving the natural beaches that are so vital to our State's tourism economy. BRI will utilize information from EGLE, Michigan Technology University, and University of Michigan to review coastal shoreline characteristics and how these may influence future zoning regulations regarding setbacks and building regulations along water frontage.

#### *Task 3.5: Sustainable Tourism*

Tourism has its advantages but is also can generate negative elements such as congested roadways, reduced housing opportunities, and competition of services. Sustainable tourism looks to bring sustainable best practices that protect the environment, quality of life, and economic strength. The team will review opportunities and provide suggestions on how the City provide sustainable tourism. An additional community engagement session(s) may be necessary and at the discretion of the City. This assessment will involve discussions with local organizations specifically focused on the tourism industry in the City of Marquette and Marquette County.

#### *Task 3.6: Transportation*

The community's transportation system shall be inventoried, including the infrastructure used for motorists and cyclists, vehicular traffic counts, and road

## Work Program

conditions. Maps will be generated that reflect up-to-date data from the Marquette County Road Commission, City of Marquette, and MDOT. The City's extensive non-motorized trail system will be mapped to provide a framework for possible future expansion. Since there is a confluence between traffic, urban design and placemaking this section will attempt to balance these sometimes competing factors.

### *Task 3.7: Housing*

The BRI team will inventory the community's housing stock using census data and discuss what types of the challenges the housing market may face in the next 10 years. BRI will use a proprietary process to analysis the housing typology and provide zoning considerations that can help alleviate potential obstacles to the housing goals will be examined and address the missing middle housing.

### *Task 3.8: Economic Development*

The BRI team will utilize IMPLAN an economic modeling software that details industry specific economic trends and can evaluate the economic impact of changing industries, investment, and public policies. For the Marquette Master Plan the IMPLAN model will be coupled with an economic base analysis to provide a detailed understanding of how growth and emerging sectors influence other economic dynamics. The analysis will highlight which sectors have the greatest impact on the economy and how land use policy influences that impact. Additionally, IMPLAN will be used to model the economic impact of tourism in Marquette, identifying which sectors are tourism dependent or tourism supporting. The economic tourism analysis will inform the economic portion of the sustainable tourism section, providing a clear link between sustainable tourism planning and economic impact.

### *Task 3.9: Community Input*

The BRI team will provide a chapter of the plan with the results of each survey question and open house. This data will be displayed in graphs, charts, or other means to easily see the results of the question.

### *Task 3.10: Redevelopment Areas*

The City has done an admirable job of redeveloping underutilized properties. Unless the City and adjacent Township enter into 425 Conditional Land Transfer agreements the city will need to rely on redevelopment to meet its needs and provide facilities and housing for the community. With the assistance of the Steering Committee, we are recommending that several potential redevelopment site be identified. Each site would be

vetted to determine an acceptable redevelopment program that would be embraced by the community. Based on this result, the redevelopment program would be conceptually designed and visualized, and recommendations would be developed to advance its ultimate redevelopment.

### *Task 3.11: Future Land Use*

Pursuant to the Michigan Planning Enabling Act, a final future land use plan and future land use map will address recommendations based upon the overarching goals and objectives of the plan and the recommendations from the Land Use Plan Element.

### *Task 3.12: Steering Committee Review*

BRI will attend steering committee meetings virtually to review and receive input from the steering committee and staff on the draft sections of the master plan.

## **TASK 4: ACTIONABLE PLAN AND STRATEGIES**

### **Months 8-12**

### **ENVISION - Defining, aligning and agreeing on the future direction**

#### *Task 4.1: Conflict Detection*

The team will identify and resolve any conflicts among master plan elements and state, regional, and neighboring local plans for consistency.

#### *Task 4.2: Zoning Plan*

Pursuant to the Michigan Planning Enabling Act, a zoning plan and zoning map will address recommendations relative to the overall number of zoning districts and relocation of zoning district boundary lines based upon current land use and future growth projections. BRI will also provide suggestions for updates to the Zoning Ordinance based on the input and goals of the master plan.

#### *Task 4.3: Action Plan*

Based on identified goals and objectives identified through community input, BRI will define and provide a schedule of City actions necessary to implement the strategies and recommendations of each element of the plan. Goals and objectives from the current master plan update will be revised; those that have been accomplished will be removed, and others may be consolidated or updated based on the existing conditions review.

We are envisioning that the Action Plan will be based on consensus themes emerging from the community outreach and planning analysis. In turn, these themes

will serve as the cornerstones of the plan. Each theme will be described, why its important, its implications for the City, and what will be potential outcomes when implemented. Again, it is a goal of the plan process, to create a concise, compelling, and visually graphic plan.

A detailed process shall be specified outlining the proposed changes and modifications to be made to the City's regulatory system (e.g. Zoning Map, zoning, and regulations, etc.) to be consistent with the master plan. The entity most appropriate to spearhead each action will be identified for ease of implementation. Actions will be phased along a recommended timeline for completion, emphasizing the first five years after adoption but going beyond that threshold to also incorporate long-term change.

The Action Plan is structured to meet local administrative (staff and commissions) capacities in order to ensure that priority actions can be achieved within a five-year period. This sequence matches up with the 5-year master plan review period in the Michigan Planning Enabling Act.

#### *Task 4.4: Layout*

Following the steering committee, review of the draft sections, each chapter will be edited and placed in InDesign as the final draft for review.

### **TASK 5: REVIEW AND ADOPTION**

#### **Months 12-16**

#### **OWNERSHIP - Agreement, consensus, and adoption**

##### *Task 5.1: Planning Commission Review*

Following the steering committee's review and input, the master plan will be forwarded to the Planning Commission where BRI will go through the master plan and receive input over two meetings.

##### *Task 5.2: Public Review*

Pursuant to the Michigan Planning Enabling Act of 2008, BRI will provide the draft master plan in PDF format for public review and comment, as well as disseminate the draft master plan to adjacent municipalities, authorities, County, MDOT, and other agencies involved in planning activities within the community.

##### *Task 5.3: Input & Comment*

Procure comments from those agencies and governmental entities that received the draft master plan and provided comments. Address noted comments in a memorandum to the Planning Commission.

##### *Task 5.4: Public Hearing*

BRI will attend in-person a public hearing and make a presentation on the plan to the City Planning Commission. Any public input received will be documented, shared in a memorandum to the City Commission and included in the final master plan.

##### *Task 5.5: Adoption Process*

BRI will prepare on behalf of the City resolutions needed to distribute the master plan for inter-agency review, recommendation of adoption by the City Planning Commission, and the adoption resolution for the City Commission.

##### *Task 5.6: Deliverables*

Electronic copy of the final master plan in pdf and InDesign formats

All maps and GIS files

Bound, hard copies of the plan can be provided at cost of printing



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*iii.*

## Experience, Qualifications & References

## Marquette Community Master Plan

*Marquette, Michigan*



The City of Marquette Community Master Plan is different from other Master Plans due to the restricted budget involved and the primary goal of establishing the Master Plan as a process within the City as opposed to a static planning effort.

Marquette is a community of approximately 25,000 residents and is the largest community in Michigan's Upper Peninsula. Unique characteristics of Marquette include difficult topography, extensive shoreline features, and regional prominence. These difficult issues must be addressed in adaptive ways throughout the Master Planning Process.

In addition to addressing traditional Master Plan elements such as demographics, infrastructure needs and housing issues, the plan proposes a series of "Areas of Concern." These areas are crucial planning needs to the City and are set out in a fashion by which they can be addressed through specific planning efforts as funding becomes

available. The Master Plan is the coordinating tool for these areas. The prioritization of these areas was determined through public workshops and analysis of existing information.

All final mapping was made available on AutoCad Release 14 in order to ease the updating of the plan and to ensure its existence as a dynamic document for planning endeavors in Marquette.

**Founders Landing**  
*Marquette, Michigan*



Founders Landing is a mixed-use development based on the community's vision for the reuse of the former Wisconsin Central Railroad transfer yard. The idea for the project was germinated in the 1996 Master Plan prepared by Beckett & Raeder (BRI). Subsequently, BRI was engaged to develop the conceptual plan for the development, which included residential single family and townhomes, hotel, and small conference facilities, apartments, and a linear public park along the Lake Superior frontage.

The concept plan for the property was reinforced in their 2005 Master Plan, and BRI executed the project. Responsibilities included final design, infrastructure engineering, the preparation of a developer solicitation package and presentation, and procurement of financial assistance. Project funding included a (MDEQ/EGLE) Clean Michigan grant to acquire the property, brownfield redevelopment funds, and MDOT transportation enhancement funds. Project implementation began in 2006 with the installation of Lakeshore Drive, the extension of water, sewer, and telecommunications networks, construction of the pathway, and pedestrian facilities. As of 2020, the project is in its fourth phase of the redevelopment, with another hotel being built on the southern end of the property.

## City of East Jordan Community Master Plan

*East Jordan, Michigan*

*2022 Michigan Association of Planning's Daniel Burnham Award for a Comprehensive Plan*

*2021 Michigan Association of Planning's Planning Excellence Award for Public Outreach*

B R   
Beckett & Raeder

*Landscape Architecture  
Planning, Engineering &  
Environmental Services*



East Jordan is at a crossroads. With a strong history of manufacturing, the community desires to preserve this rich heritage while building on bright opportunities for redevelopment and reinvestment. Nestled at the south Arm of Lake Charlevoix at the confluence of the Jordan River, East Jordan is optimally located to serve as both a industrial center as well as hub of recreation-based tourism with a bustling year-round economy.

BRI assisted the City in the master planning process. The City chose a collaborative, interactive process for the community engagement portion of the plan.

The City of East Jordan recognizes the importance of having a community-supported vision for growth and investment to guide land use decisions and inform priorities. The City is ready for redevelopment and reinvestment and realizes the potential for transformational change through proper planning, regional coordination, and cooperation between the public and private sector.

Over 400 community members provided insight and guidance on the future of East Jordan through this inclusive 12-month planning process. Hundreds of community members responded to a community survey, high school students and elementary students participated in a series of visioning sessions, business leaders attended a business-after hours master plan open house, dozens of community leaders came out for a two-day design charrette focused on conceptual design ideas.

This master plan process placed a special emphasis on developing realizable visions for three priority redevelopment sites. In addition to focusing on the former EJ Foundry, a legacy redevelopment site which includes a half mile of Lake Charlevoix waterfront, community members also provided guidance on future redevelopment of the city-owned Community Center and former Boat Launch site.

BRI utilized the community feedback to provide schematic design plans for the redevelopment sites.

  
imagine

## Jackson Master Plan

*Jackson, Michigan*  
 2016 Daniel Burnham Master Plan Award

When the City of Jackson decided to write a new master plan after several updates to the previous plan, the community wanted a bold, forward-thinking document that would support the considerable investment already taking place, and capitalize on the momentum from that investment to create transformational change in this mid-sized urban core community. To accomplish this successful transformation, Beckett & Raeder designed the master plan around the community-based, form-driven Placemaking process.

A series of community workshops organized by the City's electoral wards provided both a broad picture of the desired change as well as a specific and extensive list of citizen-generated priorities and strategies. A physical survey of the entire jurisdiction was conducted to delineate and characterize eight distinct districts and 32 unique neighborhoods within the City. Beckett & Raeder then performed economic and built form analyses on each of these geographies in order to determine areas of relative need and strength.

The resulting recommendations reflect the citizens' vision and present a sequential, actionable, data-justified series of steps to achieve it. Projects are geographically concentrated by phase in order to offer opportunities for synergy as well as to build community confidence by showcasing these successes.



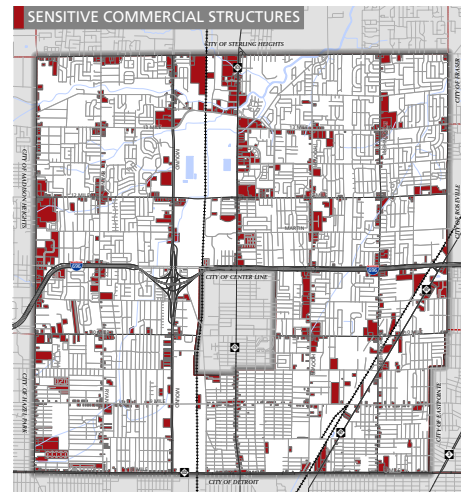
## Warren Master Plan

*Warren, Michigan*

*2021 Michigan Association of Planning Daniel Burnham Award for a Comprehensive Plan*

The City of Warren, Michigan's third largest city, had not updated its Master Plan since 1966, and was in need of a new framework to manage its many competing and overlapping systems. The framework's utility comes from an emphasis on integration: small, neighborhood-friendly commercial nodes are moved closer to residential neighborhoods, density is increased on opportune corridors coupled with strategic transportation upgrades for nonmotorized and public transit options, and simultaneously green space is preserved for urban refuge. Not only are these changes based on best planning practices, the proposed actions came from residents who crave the convenience of walking to essential goods and services and having greater housing options.

The plan also focused on completely new areas of planning since the 1960s — historic preservation and resiliency. Guidelines for the historic commission are strengthened to commemorate buildings that predate the City's incorporation that are not adequately protected. The resiliency section takes stock of the city's most sensitive lands, structures, and people to target distribution of resources now and in the event of a catastrophe. This plan is truly comprehensive in that it protects the City's historic legacy, thoroughly examines existing conditions, and strategizes for self-preservation against future scenarios.



## M-115 and M-55 Corridor Redevelopment

*Cadillac, Michigan*



The Alliance for Economic Success (AES), an economic development organization, serving Manistee, Benzie, and Wexford counties retained Beckett & Raeder, Inc. to prepare a redevelopment strategy for the M-115 and M-55 corridors, referred to locally as "Cadillac West." The study was funded by a consortium from AES, Networks Northwest (Region 2), and a private developer from Grand Rapids.

Property owners and residents convened to discuss issues along the corridor and identify opportunities. The M-115 corridor is heavily traveled, especially in the summer months, linking the mid-part of the State with resort communities along the Lake Michigan coastline. Many travelers think that the M-115 corridor which runs along the western edge of the City of Cadillac is Cadillac, thus the name Cadillac West. Cadillac West has several motels, 1950-style shopping plazas, and William Mitchell State Park. The State Park is located both on Mitchell Lake and Cadillac Lake and provides a variety of recreation assets.

Based on market studies it was determined that the underutilized shopping plaza at the intersection of M-115 and M-55 could be repurposed for a new retail development with a market, and the Sand Resort Motel could serve as a site for a new hotel and event center. This development would include a 150-room hotel with rooftop dining and lounge overlooking Cadillac Lake, a mid-size events center large enough to accommodate 300 guests or conferees, marina, and separate mixed-use buildings that includes first floor retail and upper story residential along M-115.

## City of Jackson Master Plan and Streetscape

*Jackson, Michigan*

*Michigan Association of Planning 2018 Urban Design Award*



*Beckett & Raeder, Inc. Jackson Streetscape Vision Illustration (Louis Glick Highway)*

The City of Jackson, like many other midsized manufacturing communities over the latter half of the 20th century, has suffered the effects of a diminishing industrial economy that did not transition in time to reap the benefits of the newer, diversified economic model. But in recent years, new leadership has entered the scene, and working alongside Beckett & Raeder, Inc. they are reimagining the City with renewed enthusiasm from the ground up, literally. Designing a new park in a space left behind by a demolished vacant skyscraper, the City began work to transform the area. After the success of the Jackson Blackman Park, an innovative Master Plan was adopted, and implementation has begun. As the City was ripping up streets downtown to replace 100-year-old pipes, it decided to simultaneously plan and design a new streetscape.

Building on multiple planning initiatives, the City was eager to continue this ongoing transformation. Demand in the area was growing and now was the chance to capitalize on that energy. Through several meetings with the City and the DDA, a vision was agreed upon and set in motion. Upon completing the streetscape, a mixed-used hotel and market-rate lofts began construction, demonstrating the catalytic power of this project on inducing development favorable to the City's overall vision of a bustling downtown.



*Lofts on Louis Construction (now complete), Jackson, Michigan  
 (image: Google Street View)*

Jackson was looking to incorporate placemaking principles to activate the downtown and entice people to partake in its burgeoning renaissance, and the City's choice to make a hefty public investment has had many noticeable positive effects. While certainly the upfront costs are high, the dividends received from an improved perception of the city center are even higher and longer-lasting. Arguably, even without the private investment it has induced, it was a prudent decision for honoring important intangibles that make a city great: hard-earned community morale boost, resident pride in their beautiful downtown, and improved public safety. The culmination of planning work is making Jackson the "place to be" in the region and has gone a huge way in revitalizing assets and making real progress.

## Uptown Streetscape Master Plan

Maumee, Ohio



The City of Maumee retained Beckett & Raeder, Inc. to prepare an Uptown Streetscape Master Plan for its central business district. The plan was intended to be the first step to a more vibrant, walkable, and business-forward community, reversing the car-centric trajectory that Conant and other streets had taken on in recent years. Toward that end, Conant Street was re-envisioned with three lanes of traffic, instead of the existing four, and one lane of on-street parallel parking was added in the re-gained space. On the side streets, angled parking replaced parallel parking wherever space allowed. Off street parking was therefore less necessary, which opened up parcels for potential redevelopment. Improved connectivity provided access between rear parking lots and the street frontage, while public plazas were also designed to create a festive and inviting atmosphere. A public private partnership is prompting implementation of the first block of streetscape in 2021.



*M-115 and M-55 Corridor Redevelopment | Cadillac, Michigan*

### CITY OF TRENTON

2800 3rd Street  
Trenton, MI 48183

**Jim Wagner**  
Economic Development Consultant (Former City  
Administrator)  
734.552.3026  
jimwags@gmail.com

### CITY OF WARREN

1 City Square  
Warren, MI 48093

**Ronald Wuerth, AICP**  
Planning Director  
586.574.4687  
rwuerth@cityofwarren.org

### LAKE SUPERIOR COMMUNITY PARTNERSHIP

101 W. Washington Street  
Suite 10  
Marquette, MI 49855

**Christopher Germain**  
CEO  
906.226.6591  
cgermain@marquette.org

### CITY OF EAST JORDAN

201 Main Street  
East Jordan, MI 49727

**Thomas Cannon**  
City Administrator  
231.536.3381  
tcannon@eastjordancity.org

### CITY OF MAUMEE

400 Conant Street  
Maumee, OH 43537

**Patrick Burtch, PhD**  
City Administrator (Former City Manager of  
Jackson, MI)  
734.777.0624  
pburtch@maumee.org

### CITY OF IRON RIVER

106 W. Genesee Street  
Iron River, MI 49935

**Rachel Andreski**  
City Manager  
906.265.4719 (ext. 100)  
citymanager@ironriver.org

*iv.*  
Consultant Personnel

Organizational Chart



**John Iacoangeli, FAICP, PCP,  
LEED AP, CNU-A, FBCI**  
Master and Strategic Planning



**Russ Soyring, FAICP**  
Transportation & Urban Design



**Elise Crafts, AICP**  
Community Engagement  
Specialist



**Patrick Coleman, AICP**  
Planning & Winter Cities  
Specialist



**Rowan Brady, AICP**  
Urban Technology & Sustainable  
Tourism



**Mrithula Shanta**  
Planning & Economic  
Development



**Liz Gunden, AICP**  
Planning & Graphic Design



## John Iacoangeli, FAICP, PCP, LEED AP, CNU-A, FBCI Partner, Planner

John joined Beckett & Raeder in 1991 and is a Professional Certified Planner and a member of the College of Fellows of the American Institute of Certified Planners. John has over thirty-five years experience working with public and private sector clients on a variety of community and economic development based projects. He has been involved in the preparation and implementation of community master plans and zoning ordinances, downtown and neighborhood revitalization, community development, economic development, historic preservation, and natural resource-based projects for numerous communities throughout the Midwest. His area of specialization is project implementation involving federal and state grants, local municipal financing, special authority financing, and public-private partnerships.

### EDUCATION

Master of Public Administration,  
Northern Michigan University,  
Marquette, MI

Bachelor of Science, Resource  
Management, University of  
Michigan, Ann Arbor, MI

### CERTIFICATIONS

American Institute of Certified  
Planners

Professional Community Planner  
(PCP) State of Michigan

Certificate of Real Estate,  
University of Michigan and  
Michigan Association of Realtors

Congress for New Urbanism  
Accreditation (CNU-A)

Form Based Code Institute  
Certification

LEED Accredited Professional  
(BD+C)

FEMA

ICS-100, IS-00029, EFS 15.

ICS-200, IS-00700 (NIMS)

### RECOGNITION

College of Fellows, American  
Institute of Certified Planners  
(FAICP)

### SELECTED EXPERIENCE

Lakes to Land Regional  
Initiative

Collaborative Master Plan for  
sixteen communities

Benzie and Manistee Counties

*Innovation in Regional Planning  
Award – Michigan Association of  
Planning, 2014*

Acme Township Placemaking &  
Master Plan

Acme Township, MI

*Daniel Burnham Award for a  
Comprehensive Plan – Michigan  
Association of Planning, 2015*

River Raisin Heritage Corridor  
East Master Plan

Monroe County Historical  
Society, National Park Service,  
City of Monroe

Monroe, MI

*Merit Award – Michigan Chapter  
of American Society of Landscape  
Architects, 2013*

*Honor Award – Michigan Historic  
Preservation Network, 2016*

Dexter Strategic Plan and  
Placemaking  
Dexter, MI

Peshawbestown Master

Plan, Grand Traverse Band of  
Chippewa and Ottawa Indians

Peshawbestown, MI

*Daniel Burnham Award for a  
Comprehensive Plan – Michigan  
Association of Planning, 2012*

City of Marquette Master Plan,  
Historic Waterfront and  
Lower Harbor Master Plan,  
Redevelopment Plan  
Marquette, MI

Lakes to Land Farm and Food  
System Assessment

*Innovation in Economic Planning  
and Development – Michigan  
Association of Planning, 2015*

Project Rising Tide, State of  
Michigan, Michigan Economic  
Development Corporation  
for twenty-one selected  
communities throughout the  
State

*Economic Planning and  
Development Award - Michigan  
Association of Planning, 2018*



## Russell A. Soyring, FAICP

### Subconsultant

During Russell's forty-one years as a municipal planner, he has written three master plans, two zoning codes, and many focused planning studies. He has developed a master plan and development code for a 484-acre vacant historic psychiatric hospital campus for a mixed-use, mix-income walkable village center. Russell has authored the Traverse City Street Design Manual to guide street projects to be inviting and prioritize pedestrians' needs first before other street users. He has also led Traverse City with a planning process to transform a 4-lane arterial into a 3-lane street with pedestrian enhancements and authored a Form-Based Code to implement this vision. Russell has created affordable housing opportunities by authoring amendments to eliminate parking space requirements and minimum dwelling sizes, reduced lot sizes; and allowed secondary dwellings.

### EDUCATION

Masters of Regional Planning,  
University of Michigan,  
Ann Arbor, MI

Bachelors of Science,  
Michigan State University,  
East Lansing, MI

Graduate Studies in Urban Design  
& Neighborhood Planning  
University of Toledo  
Toledo, OH

### CERTIFICATIONS

American Institute of Certified  
Planners

### AFFILIATIONS

Michigan Association of Planning  
(Former Professional Development  
Officer, Treasurer, Vice-President,  
and President)

### SELECTED EXPERIENCE

**Planning Director**  
**January 1986-February 2021**  
Traverse City, MI

**Principal Planner**  
**July 1984-December 1985**  
Monroe, MI

**Planner**  
**July 1979-July 1984**  
Monroe, MI



## Rowan Brady, AICP

### Project Planner & Urban Technology

Rowan joined Beckett & Raeder as an Intern in 2018. After finishing his undergraduate degree in the Spring of 2019, Rowan remained at Beckett & Raeder, Inc. while completing his Master's degree in Urban and Regional Planning at the University of Michigan-Ann Arbor. Rowan is a Geographic Information System (GIS) specialist and contributes data input, analysis, and mapping to many of BRI's community planning projects.

### EDUCATION

Bachelor of Arts, Environmental Science  
Minors: Urban Studies  
University of Michigan, Ann Arbor, MI

Master of Urban and Regional Planning, University of Michigan, Ann Arbor, MI

### CERTIFICATIONS

American Institute of Certified Planners

### AFFILIATIONS

Michigan Association of Planning

### PUBLICATIONS & PRESENTATIONS

Tapping into Economic Potential: The Impact of Microbreweries in Michigan  
*Outstanding Graduate Student Project – Michigan Association of Planning, 2021*

Shoreline Planning - Michigan Association of Planning Conference Presentation, 2021

### SELECTED EXPERIENCE

**City of Warren Master Plan**  
Warren, MI

*Daniel Burnham Award for a Comprehensive Plan – Michigan Association of Planning, 2021*

**City of Lincoln Park Master Plan**  
Lincoln Park, MI

**Clam Lake Township Master Plan**  
Clam Lake Township, MI

**Banks Township Master Plan**  
Banks Township, MI

**City of East Jordan Master Plan**  
East Jordan, MI  
*Excellence Award in Community Outreach – Michigan Association of Planning, 2021*

**Hayes Township Master Plan**  
Hayes Township, MI

**Lake City Area Master Plan**  
Lake City, MI  
Lake Township, MI  
Forest Township, MI

**Grand Blanc Township Master Plan**  
Grand Blanc Township, MI

**City of Sturgis Master Plan**  
Sturgis, MI  
*Excellence Award in Community Outreach – Michigan Association of Planning, 2020*

**City of Albion Comprehensive Plan**  
Albion, MI - in progress

**Dexter Township Master Plan**  
Dexter Township, MI - in progress

**Village of Elberta Master Plan**  
Elberta, MI - in progress

**Fremont Community Joint Comprehensive & Growth Management Plan**  
City of Fremont, MI - in progress  
Dayton Township, MI  
Sheridan Charter Township, MI

**Hatton Township Master Plan**  
Hatton Township, MI - in progress

**City of Iron River Master Plan**  
Iron River, MI



## Liz Gunden, AICP

### Project Planner

Liz comes to Beckett & Raeder with a wealth of knowledge in urban and regional planning as well as a background in Graphic Design. She has a diverse skillset and is involved in many projects including, community master plans, park & recreation plans, zoning ordinances, community engagement strategies, downtown development plans, pattern books, data analysis, and report design. She also provides planning services, such as site plan review and analyzing zoning requests, all of which builds from Liz's previous experience of serving as a County Planner. Her combined planning and graphic design skills provide unique products that suitably serve their distinct communities.

### EDUCATION

Bachelor of Arts, Art  
Minors: Graphic Design &  
Spanish  
Goshen College, Goshen, IN

Master of Urban and Regional  
Planning, University of Michigan,  
Ann Arbor, MI

### CERTIFICATIONS

American Institute of Certified  
Planners

### AFFILIATIONS

American Planning Association  
Michigan Association of Planning

### TEACHING EXPERIENCE

Architecture, Sustainability, & the  
City, U.S. Planning Institutions &  
Law

### SELECTED EXPERIENCE

**City of Warren Master Plan**  
Warren, MI

*Daniel Burnham Award for a  
Comprehensive Plan – Michigan  
Association of Planning, 2021*

**City of Sturgis Master Plan**  
Sturgis, MI

*Excellence Award in Community  
Outreach – Michigan Association  
of Planning, 2020*

**City of Rochester Master Plan**  
Rochester, MI

**Fremont Community Joint  
Comprehensive & Growth  
Management Plan**  
City of Fremont, MI - in progress  
Dayton Township, MI  
Sheridan Charter Township, MI

**City of Albion Comprehensive  
Plan**  
Albion, MI - in progress

**Leelanau Township Master  
Plan**  
Leelanau Township, MI - in  
progress

**City of Iron River Master Plan**  
Iron River, MI

**City of Reading Master Plan**  
Reading, MI

**City of Iron River Master Plan**  
Iron River, MI

**Eveline Township Master Plan**  
Eveline Township, MI

**Oscoda Township Master Plan**  
Oscoda Township, MI

**Lake City Area Master Plan**  
Lake City, MI  
Lake Township, MI  
Forest Township, MI

**City of Ypsilanti Master Plan &  
Sustainability Plan**  
Ypsilanti, MI  
**City of Sturgis Planning  
Services**  
Sturgis, MI

**Groveland Township Planning  
Services**  
Groveland, MI



## Mrithula Shantha

### Project Planner

Mrithula is an Urban planner and Architectural Engineer with a master's degree in Urban and Regional Planning and a certificate in Real Estate Development from the University of Michigan, Ann Arbor. She has six plus years' of experience building vibrant and equitable communities in the U.S., India, and Brazil. Her professional experience focuses on master planning, community engagement, affordable housing, equitable development, and policy advocacy. Mrithula is proficient in analyzing and synthesizing data to identify equitable urban solutions that satisfy clients and address the needs of low-income and marginalized communities. She is a strong advocate for cities built on the foundation of social justice.

### EDUCATION

Master of Urban and Regional Planning, University of Michigan, Ann Arbor

Bachelors of Technology in Architectural Engineering, SRM University, Chennai, India

### CERTIFICATIONS

Graduate Certificate in Real Estate Development

### AFFILIATIONS

Michigan Association of Planning

### TEACHING EXPERIENCE

Quantitative Planning Methods

### PUBLICATIONS / PRESENTATIONS

Master Planning for Tourism in Michigan, 2020

Michigan Evictions: Trends, Data Sources, and Neighborhood Determinants, 2020

Participatory State and Regional Food System Plans and Charters in the U.S.: A Summary of Trends and National Directory, 2021

### SELECTED EXPERIENCE

**City of Albion Comprehensive Plan** - in progress  
Albion, MI

**City of Novi Master Plan** - in progress  
Novi, MI

**City of Wayland Master Plan** - in progress  
Wayland, MI

**Dexter Township Master Plan** - in progress  
Dexter Township, MI  
**City of Roseville Zoning Ordinance** - in progress  
Roseville, MI

**Groveland Township Zoning Ordinance** - in progress  
Groveland Township, MI

**Pennfield Township Zoning Ordinance** - in progress  
Pennfield Township, MI

**Dixie Highway Design Standards**  
Groveland Township, MI

**Emmet County Housing Analysis**  
Emmet County, MI

**City of Trenton Redevelopment Ready Certification** - in progress  
Trenton, MI

**City of Warren Village Historic District Plan** - in progress  
Warren, MI

**City of Warren Van Dyke Corridor Plan** - in progress  
Warren, MI

**Coastal Leadership Academy\***  
Michigan Coastal Management Program

\*Completed prior to BRI



# ELISE CRAFTS

## COMMUNITY DEVELOPER & CONNECTOR

*Move at the speed of trust. Focus on critical connections more than critical mass – build the resilience by building the relationships.*

- Adrienne Maree Brown

### ABOUT ELISE

Professionally certified community planner experienced in designing and implementing community engagement processes to inform actionable plans.

### CONTACT

(231) 313-7116  
elise@statecraftmi.com  
[www.statecraftmi.com](http://www.statecraftmi.com)

### EDUCATION

**Western Michigan University**  
2011-2013  
MA in Geography

**Aquinas College**  
2007-2010  
BA in Geography,  
Sociology, Writing

### SKILLS

Public Engagement  
Project Management  
Action Planning  
Meeting Facilitation  
Communication  
Relationship Building  
Team Management  
Content Writing  
Process Management

### EXPERIENCE

#### Owner and Principal, Statecraft LLC

Jan 2018—Present

- Leverage experience in zoning, planning, and community development to assist non-profit and municipal clients, with planning, implementation, project management, and communications assistance.
- Facilitate community conversations regarding stakeholders' needs and priorities.
- Incorporate community feedback into meaningful action plans with clearly delineated roles, timelines, and budgets.
- Coordinate plan implementation and lead teams to deliver collaborative outcomes.

#### Community Planner, Networks Northwest

Feb 2016—Jan 2018

- Provided planning technical assistance to municipalities and non-profits in 10-county region.
- Assessed data to identify existing conditions and opportunities.
- Facilitated community conversations regarding stakeholders' needs and priorities.
- Incorporated community feedback into strategic and action plans with clearly delineated roles, timelines, and budgets.

#### Planner, Mansfield Land Use Consultants

Aug 2015—Feb 2016

- Coordinated land use approval applications, site plans, and written descriptions and represented private and real estate developer clients during public land use approval process.
- Researched land use regulations and private and public incentives to inform real estate development proposals.

#### Planning/Zoning Coordinator, Peninsula Township

Aug 2013—Aug 2015

- Built relationships with residents, contractors, developers, and others to ensure compliance with zoning regulations.
- Developed policy recommendations based on master plan goals, existing land use activity, and best practices.

### COMMUNITY INVOLVEMENT

- Board Director, Grand Traverse Regional Community Foundation
- Director, Frankfort Area Community Land Trust
- Member, TC Sings Community Choir



# Patrick J. Coleman, AICP

## Resume

### Education

Minnesota State University-Mankato  
M.A. Urban and Regional Studies, 1978  
B.S. Urban and Regional Studies, 1977

### Professional Affiliations

American Institute of Certified Planners (AICP) since 1986  
Michigan Chapter of the American Planning Association  
Winter Cities Institute ([www.wintercities.com](http://www.wintercities.com))

### Summary

Extensive experience in project management, community planning, urban design, economic development, financial packaging, architecture/engineering firm management, and leadership.

- Owner/Principal of North of 45 LLC, Responsive Urban and Town Planning since 2014.
- 27 years with U.P. Engineers & Architects. 9 years as Principal and 7 years as President.
- 3 years in Anchorage, Alaska (2008-10) as Senior Planner for USKH, Inc.
- Considerable experience with community planning, urban design, and placemaking.
- Leads the **Winter Cities Institute**, an organization promoting the livability and sustainability of northern communities. ([www.wintercities.com](http://www.wintercities.com))
- Presenter/Speaker at numerous regional, state and international conferences.

### Selected Related Project Experience

#### Michigan

City of Crystal Falls Master Plan  
MEDC Winter Strategies Guidebook  
Village of Calumet Master Plan  
City of Bessemer Master Plan  
Marquette, MI: Land Development Code  
Menominee, MI: Downtown Urban Design Plan  
SSM Tribe of Chippewa Indians: Odenaang Master  
Plan and Form Based Development Code  
Numerous other master plan, zoning  
ordinance, and urban design projects

#### Alaska

Valdez, Alaska: Urban Design Plan  
Homer, Alaska: Homer Spit Master Plan  
Wasilla, Alaska: Comprehensive Plan  
Anchorage, Alaska: West Anchorage Plan  
Whittier, Alaska: Shotgun Cove Plan

48684 N. Grosse Pte. Rd.  
Hancock, MI 49930  
906.370.9953

[pcoleman@northhof45llc.com](mailto:pcoleman@northhof45llc.com)  
[www.northhof45llc.com](http://www.northhof45llc.com)



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*v.*

## Timeframe Diagram

## Timeframe Diagram

[illegible]



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*vi.*

## Cost Proposal

## Estimated Costs

| Task                                              | Fee             |
|---------------------------------------------------|-----------------|
| PROJECT LAUNCH                                    | \$8,550         |
| COMMUNITY ENGAGEMENT KICKOFF BLITZ                | \$5,325         |
| COALESCE AROUND EMERGING OPPORTUNITIES            | \$8,215         |
| MASTER PLAN DEVELOPMENT, INCLUDING ACTION PLAN    | \$30,980        |
| MASTER PLAN DRAFT APPROVAL / COMMUNITY ENGAGEMENT | \$6,315         |
| ONGOING ACTIVITY                                  | \$19,615        |
| Total                                             | \$79,000        |
| <b>PROJECT TOTAL</b>                              | <b>\$89,500</b> |
| Beckett & Raeder                                  | \$57,000        |
| Subcontractors                                    | \$22,000        |
| Total Expenses                                    | \$10,500        |

## 2022 Professional Planning Service Fee and Structure

Beckett & Raeder, Inc. / BRI, Inc. is pleased to submit for consideration the following fees for professional services and time / material services:

### AS REQUIRED BY CLIENT ON MONTHLY BASIS:

|                                                  |               |
|--------------------------------------------------|---------------|
| Partner                                          | \$125.00 Hour |
| Principal                                        | \$115.00 Hour |
| Senior Associate                                 | \$105.00 Hour |
| Associate                                        | \$ 90.00 Hour |
| Project Professional/Landscape Architect/Planner | \$ 75.00 Hour |
| GIS Technician                                   | \$ 75.00 Hour |
| Clerical                                         | \$ 60.00 Hour |
| Interns (non-degreed)                            | \$ 35.00 Hour |

|                          |                         |
|--------------------------|-------------------------|
| Printing and Duplicating | At Cost                 |
| Photography              | At Cost                 |
| Postage / UPS / FedEx    | At Cost                 |
| Mileage                  | At Current Federal Rate |

### SPECIAL STUDIES / REPORTS

|                                                |                                        |
|------------------------------------------------|----------------------------------------|
| Community Master Plan or Master Plan Amendment | Scope and Budget Authorized Separately |
| 5-Year Parks and Recreation Plan               | Scope and Budget Authorized Separately |
| Corridor Study or Sub-Area Plan                | Scope and Budget Authorized Separately |
| Downtown Plan                                  | Scope and Budget Authorized Separately |
| Tax Increment Financing Plan                   | Scope and Budget Authorized Separately |

*Note: Rates will be adjusted on the first of each year and billings will reflect the rates in effect at the time of services rendered*



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*vii.*

## Insurance



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/27/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|                                                                                                          |  |                                                                                                                                                                                             |  |
|----------------------------------------------------------------------------------------------------------|--|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <b>PRODUCER</b><br>Moore Insurance Services, Inc.<br>67 N. Howell<br>P.O. Box 207<br>Hillsdale MI 49242  |  | <b>CONTACT NAME:</b> Cyndi Armstrong<br><b>PHONE (A/C, No, Ext):</b> (517) 439-9345<br><b>FAX (A/C, No):</b> (517) 439-5536<br><b>E-MAIL ADDRESS:</b> carmstrong@mooreinsuranceservices.com |  |
|                                                                                                          |  | <b>INSURER(S) AFFORDING COVERAGE</b>                                                                                                                                                        |  |
|                                                                                                          |  | <b>INSURER A:</b> RLI Insurance Company                                                                                                                                                     |  |
|                                                                                                          |  | <b>INSURER B:</b>                                                                                                                                                                           |  |
|                                                                                                          |  | <b>INSURER C:</b>                                                                                                                                                                           |  |
|                                                                                                          |  | <b>INSURER D:</b>                                                                                                                                                                           |  |
|                                                                                                          |  | <b>INSURER E:</b>                                                                                                                                                                           |  |
|                                                                                                          |  | <b>INSURER F:</b>                                                                                                                                                                           |  |
| <b>INSURED</b><br>Beckett and Raeder, Inc.<br>535 West William Street<br>Suite 101<br>Ann Arbor MI 48103 |  |                                                                                                                                                                                             |  |

| COVERAGES                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                 | CERTIFICATE NUMBER: CL2172703357 |          | REVISION NUMBER: |                         |                         |                                                                                                                                                                                                                                                   |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------|----------|------------------|-------------------------|-------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. |                                                                                                                                                                                                                                                                                                                 |                                  |          |                  |                         |                         |                                                                                                                                                                                                                                                   |
| INSR LTR                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                               | ADDL INSD                        | SUBR WVD | POLICY NUMBER    | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                            |
| A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: |                                  |          | PSB0001668       | 08/01/2021              | 08/01/2022              | EACH OCCURRENCE \$ 2,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000<br>MED EXP (Any one person) \$ 10,000<br>PERSONAL & ADV INJURY \$ 2,000,000<br>GENERAL AGGREGATE \$ 4,000,000<br>PRODUCTS - COMP/OP AGG \$ 4,000,000<br>\$ |
| A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY |                                  |          | PSA0001303       | 08/01/2021              | 08/01/2022              | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>PIP-Basic \$                                                                         |
| A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED \$ RETENTION \$                                                                                                      |                                  |          | PSE0001408       | 08/01/2021              | 08/01/2022              | EACH OCCURRENCE \$ 5,000,000<br>AGGREGATE \$<br>\$                                                                                                                                                                                                |
| A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | <input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                      |                                  | N/A      | PSW0001523       | 08/01/2021              | 08/01/2022              | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 500,000<br>E.L. DISEASE - EA EMPLOYEE \$ 500,000<br>E.L. DISEASE - POLICY LIMIT \$ 500,000                                               |
| A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Professional Liability w/ Pollution Incident                                                                                                                                                                                                                                                                    |                                  |          | RDP0044262       | 08/01/2021              | 08/01/2022              | Per Claim \$2,000,000<br>Aggregate \$2,000,000                                                                                                                                                                                                    |
| DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                 |                                  |          |                  |                         |                         |                                                                                                                                                                                                                                                   |

| CERTIFICATE HOLDER              | CANCELLATION                                                                                                                                                   |
|---------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| FOR INFORMATIONAL PURPOSES ONLY | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
|                                 | AUTHORIZED REPRESENTATIVE<br>                                                                                                                                  |

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Thank You.

John Iacoangeli, PCP, FAICP, LEED AP, CNU-A

734.663.2622 | [jri@bria2.com](mailto:jri@bria2.com)



AGREEMENT FOR PROFESSIONAL SERVICES  
City of Marquette Master Plan  
Project Number: 2022095

An Agreement entered by and between:

**Beckett & Raeder Inc.**  
113 Howard Street, FL1  
Petoskey, MI 49770  
231.347.2523

**City of Marquette**  
300 W. Baraga  
Marquette, MI 49855  
906.228.0435

For project known as: City of Marquette Master Plan

Description of Work: Preparation of master plan based on the attached Scope of Work. The Plan will be prepared and in conformance with the Michigan Planning Enabling Act ("MPEA"); Public Act 33 of 2008.

Compensation: Client agrees to compensate Consultant as follows:

Agreement Amount: Eighty-Nine Thousand Five Hundred Dollars (\$89,500.00) which includes project-related expenses.

Invoice Basis:

☒ **Fixed Fee: Invoiced monthly on a Percentage of Completion.**

Acknowledgements:

**Beckett & Raeder Inc.**

John Iacoangeli, FAICP, LEED-AP, CNU-A  
Partner

  
\_\_\_\_\_  
Signature

Date: September 19, 2022

**City of Marquette**

Karen M. Kovacs  
City Manager

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

"As to Form"

Suzanne Larsen  
City Attorney

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

## TERMS AND CONDITIONS

### *Warranties and Disclaimer.*

Firm warrants that (a) all Deliverables provided to Client shall be Firm's original work, or that Firm will have acquired all rights necessary to fulfill its obligations under this Agreement and each Scope; (b) all Deliverables shall be provided in a diligent, prompt, and professional manner by individuals with the necessary knowledge and training to provide such Deliverables; and (c) all Deliverables will be provided in accordance with the milestones agreed to in the applicable Scope; provided that Client timely, accurately and completely performs all of its obligations under this Agreement and the Scope. The warranties described in this Section are the only warranties Firm makes under this Agreement. FIRM DISCLAIMS, AND CLIENT HEREBY WAIVES, ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR USE.

### *Client Responsibilities - Generally.*

Client shall provide Firm with all access to Client's personnel, facilities, computers, materials and all other equipment reasonably necessary for Firm to provide the Deliverables as specified in the applicable Scope. Client will obtain any consent required from a third party to permit Firm to access and use that third party's hardware, software or other proprietary material under Client's possession and control in order for Firm to provide the Deliverables under the applicable Scope. Client warrants that it shall timely, accurately and completely perform those obligations and assume those responsibilities specified in this Agreement and in each applicable Scope, including, but not limited to, the timely rendering of all required decisions and approvals. Should Client fail to comply with this warranty, Firm shall receive an appropriate extension of time to provide the Deliverables under the applicable Scope, and Client shall reimburse Firm for all additional direct costs or expenses incurred by Firm as a result of Client's noncompliance.

### *Ownership and Use of Deliverables.*

Unless otherwise expressly provided in a Scope, Firm will own all rights, title and interests, including intellectual property rights, in and to all Deliverables and other materials created in connection with or pursuant to this Agreement. No Deliverables will be considered "works made for hire" as that term is used in association with the U.S. Copyright Act. Nothing herein shall be construed to restrict, or constitute an assignment of, any of Firm's rights or proprietary interests in its methodologies, techniques, technology or products. Upon the payment of all amounts owed to Firm under the applicable Scope, Client will own its copies of all Deliverables provided to Client by Firm, and may copy, use, modify, adapt, translate and distribute all such Deliverables within its organization without restriction. The Deliverables may be used only for Client's business purposes as described in the applicable Scope. Any reuse or other use of any Deliverables after they have left the custody of Firm shall be at Client's sole risk without liability to, or cause of action against, Firm.

### *Limitation of Liability.*

In recognition of the relative risks, rewards and benefits of the Projects to both the Client and the Firm, the risks have been allocated such that the Client agrees that, regardless of the form of action or theory of recovery, in no event shall Firm be liable to Client in connection with this Agreement and/or Deliverables for any (a) indirect, special, exemplary, consequential, incidental or punitive damages, even if Firm has been advised of the possibility of such damages; (b) lost profits, lost revenue, lost business expectancy, business interruption losses or benefit of the bargain damages; (c) act or omission of any third party, except for Firm's authorized subcontractors; and/or (d) direct damages in an amount in excess of all amounts received by Firm under the Scope under which the claim arose or \$100,000, whichever is less. These limitations apply to, without limitation, Firm's negligence, errors, omissions, strict liability, and breach of contract.

### *Weather Conditions*

As required by the scope of work Firm may be required to attend Client meetings. Weather conditions, especially during the winter months, may impair attendance at these meetings. If the National Weather Service issues a "weather advisory" on the evening before or day of the scheduled meeting the Firm has the option to notify the Client that they will not be attending the meeting in person. If the National Weather Service issues a "weather warning" on the evening before or day of the scheduled meeting the Firm will not be attending the meeting in person. However, in either instance, if the Firm's personnel are not in person at the meeting, they will be accessible by phone and/or GoToMeeting, or other telecommuting venue. These arrangements will be coordinated in advance with the Client.

### *Dispute Resolution.*

Any dispute between the parties arising out of or related to this Agreement and/or the Deliverables shall be initially submitted to non-binding mediation and in such event each party shall be equally responsible for the expense of the neutral mediator. If mediation is unsuccessful or is not commenced within thirty (30) days of written notice to the other party of a dispute, the dispute shall be resolved by arbitration. These dispute resolution procedures shall be conducted in accordance with the Construction Industry Rules of the American Arbitration Association and the arbitrator(s) shall have the power to award legal and equitable remedies. Judgment upon the award may be entered in any court having jurisdiction thereof. Nothing herein shall prevent either party from seeking injunctive or other equitable relief from a court of competent jurisdiction pending the conduct and outcome of arbitration.

### *Entire Agreement - Amendment / Modification.*

This Agreement, which includes these Terms and Conditions and all Scopes, is the sole understanding of the parties with respect to the stated subject matter and may be amended only by a written agreement signed by both parties. No terms or conditions of either party's invoice, purchase order or other administrative document shall modify the terms and conditions of this Agreement, regardless of the other party's failure to object to such form.