

City Clerk

From: Anneke Myers <annekemyers@yahoo.com>
Sent: Tuesday, July 23, 2024 12:16 PM
To: City Clerk; Margaret Doud; Mayor's Assistant
Subject: Fw: Master Plan - Budget update and costs for the August 12th Open House
Attachments: Master Plan Prof Servs Agreement Short Form Signed.pdf; image001.png; image002.png; image003.png; image004.png; image005.png; image006.png

Danielle,

Can you put this on the agenda for tomorrow.
Master Plan Committee is requesting an increase of \$4k to the Master Plan Budget (From 21K to 25K)

Thanks
Anneke

----- Forwarded Message -----

From: Young, Adam <ayoung@wadetrim.com>
To: Anneke Myers <annekemyers@yahoo.com>
Sent: Tuesday, July 23, 2024 at 10:38:00 AM EDT
Subject: Master Plan - Budget update and costs for the August 12th Open House

Hi Anneke,

I want to give you a budget update for our master plan and heads up about potential extra costs for the August open house. For meetings and engagement, our original scope of work (attached) outlined:

- Online citizen survey
- Student survey
- Town Hall Meeting
- Up to 6 Steering Committee meetings

During the project, our scope called for me to attend up to 3 in person meetings. So far I've only attended 1 in person meeting – the Town Hall meeting last August. But we added a virtual focus group meeting (for business stakeholders) to the scope and we have had 11 total virtual Steering Committee meetings so far. The open house was also something not outlined in our original scope. As of last week, we've incurred a total effort of \$18,310 out of our original approved budget of \$21,000. Especially with the open house preparation, attendance and materials, I'm foreseeing that we will exceed our original budget amount to finish up the project. I'm not sure if the City included an extra budget allocation when the project was first approved, or if this is something that you would need to take to the City for consideration. I'm not exactly sure how much extra it will take but I think bringing the total budget amount up to \$25,000 would do it. Let me know your thoughts, thanks!

Adam



Professional Services Agreement (Short Form)

Agreement

To engage the Services of Wade Trim Associates, Inc., as a Design, Planning, Testing and/or Land Survey Professional.

This Agreement, entitled Master Plan Update between the City of Mackinac Island of 7358 Market Street, Mackinac Island, Michigan, 48757, hereinafter called "Owner," and Wade Trim Associates, Inc., 500 Griswold, Suite 2500, Detroit, Michigan, 48226, hereinafter called "Professional," is as follows:

The Owner and Professional, for mutual consideration hereinafter set forth, agree as follows:

A. Professional agrees to perform certain professional services for Owner as follows:

Scope of Work as outlined in our January 25, 2023 proposal letter, attached.

B. Owner agrees to pay Professional as compensation for his services as follows:

Total lump sum fee of \$21,000. Invoices will be sent monthly in accordance with Section 2.01 of the General Provisions.

C. Owner agrees to establish an allowance of \$ n/a for additional services on this Project (not less than 10% of the compensation amount specified in Item B.)

D. The Owner and Professional agree to conditions as set forth on the reverse side in the General Provisions of this Agreement.

E. The Owner and Professional agree to the following schedule:

Schedule as outlined in our January 25, 2023 proposal letter, attached.

F. Professional has the option to render this Agreement null and void, if it is not executed within 60 days.

Owner: Margaret M. Dowd

Professional: Adam Young

By: Margaret M. Dowd (Print Name)

By: Adam Young, AICP (Print Name)

Title: Mayor of Mackinac Island

Title: Professional Planner and Vice President

Date Signed: 3/17/2023

Date Signed: March 17, 2023

General Provisions

1.01 Basic Agreement

A. Professional shall provide, or cause to be provided, the services set forth in this Agreement, and Owner shall pay Professional for such Services as set forth herein.

2.01 Payment Procedures

A. *Preparation of Invoices.* Professional will prepare a monthly invoice in accordance with Professional's standard invoicing practices and submit the invoice to Owner.

B. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Professional for services and expenses within 30 days after receipt of Professional's invoice, the amounts due Professional will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law if less) from said thirtieth day. In addition, Professional may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Professional has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

3.01 Additional Services

A. If authorized by Owner, or if required because of changes in the Project, Professional shall furnish services in addition to those set forth above.

B. Owner shall pay Professional for such additional services as follows: For additional services of Professional's employees engaged directly on the Project an amount equal to the cumulative hours charged to the Project by each class of Professional's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Professional's consultants' charges with a 15% mark-up, if any.

4.01 Termination

A. The obligation to provide further services under this Agreement may be terminated:

1. For cause,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party.

b. By Professional:

1) upon seven days written notice if Professional believes that Professional is being requested by Owner to furnish or perform services which are outside of the agreed upon scope of services without compensation, which are contrary to Professional's responsibilities as a licensed professional; or

2) upon seven days written notice if the Professional's services for the Project are delayed or suspended for more than 90 days for reasons beyond Professional's control.

3) Professional shall have no liability to Owner on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under paragraph 4.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon the receipt of notice by Professional.

B. The terminating party under paragraphs 4.01.A.1 or 4.01.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Professional to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files. Professional shall be compensated for Basic Services performed through the date of termination as set forth herein and for work performed per 4.01.B in the manner set forth in 3.01.

5.01 Controlling Law

A. This Agreement is to be governed by the law of the state in which the Project is located.

6.01 Successors, Assigns, and Beneficiaries

A. Owner and Professional each is hereby bound and the partners, successors, executors, administrators, employees and legal representatives of Owner and Professional (and to the extent permitted by paragraph 6.01.B the assigns of Owner and Professional) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Professional may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. 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 this Agreement.

7.01 General Considerations

A. The standard of care for all professional engineering and related services

performed or furnished by Professional under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Professional makes no warranties, express or implied, under this Agreement or otherwise, in connection with Professional's services. Professional and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers and Professional shall not be responsible for design services provided by others.

B. Professional shall not at any time supervise, direct, or have control over any contractor's work, nor shall Professional have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

C. Professional neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

D. Professional shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Professional's own employees) at the Project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Professional.

E. The provisions in this Agreement supersede and render null and void any contrary provisions in the contract documents between Owner and Contractor.

F. All design documents prepared or furnished by Professional are instruments of service, and Professional retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.

G. To the fullest extent permitted by law, Owner and Professional (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Professional's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Professional, whichever is less.

H. The parties acknowledge that Professional's scope of services does not include any services related to a Hazardous Environmental Condition (including but not limited to the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If Professional or any other party encounters a Hazardous Environmental Condition, Professional may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

8.01 Dispute Resolution

Except for debt collection cases for less than \$25,000, and except as otherwise provided herein, all claims, counterclaims, disputes and other matters in question between the parties hereto arising out of or relating to this Agreement or the breach thereof will be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining, subject to the limitations and restrictions stated below. This agreement to arbitrate and any other agreement or consent to arbitrate entered into in accordance herewith as provided in this paragraph will be specifically enforceable under the prevailing arbitration law of any court having jurisdiction.

Notice of demand for arbitration must be filed in writing with the other parties to this Agreement and with the American Arbitration Association. The demand must be made within a reasonable time after the claim, dispute, or other matter in question has arisen. In no event may the demand for arbitration be made after the expiration of one year from the date the cause of action accrued. The cause of action whether based in tort, contract, indemnity, contribution, or any other form of action, legal or equitable, shall be deemed to have accrued at the time the party asserting the claim either knew or, by the exercise of reasonable diligence, should have known of the existence of the facts underlying such claim, dispute or other matter in question regardless of when damages occur. After the expiration of said one year, any claim between the parties hereto shall be barred.

No arbitration arising out of, or relating to this Agreement may include, by consolidation, joinder or in any other manner, any person or entity who is not a party to this Agreement.

The award rendered by the arbitrators will be final, not subject to appeal and judgment may be entered upon it in any court having jurisdiction thereof.

9.01 Total Agreement

A. This Agreement (together with any expressly incorporated appendix), constitutes the entire agreement between Owner and Professional, supersedes all prior written or oral understandings, and becomes binding as if fully executed at the time Professional commences work. To the extent that the terms of any appendices or documents referenced in this Agreement conflict with the terms of this Agreement, the terms of this Agreement shall govern. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.



Wade Trim Associates, Inc.
500 Griswold Street, Suite 2500 • Detroit, MI 48226
313.961.3650 • www.wadetrim.com

January 25, 2023

City of Mackinac Island
7358 Market Street
Mackinac Island, MI 49757

Attention: Ms. Trista L. France
Mayor's Assistant

Re: Professional Planning Services Proposal for a Master Plan Update

Dear Ms. France:

We understand that the City's Planning Commission has determined that it is necessary to undertake a planning effort to update the currently adopted City of Mackinac Island Master Plan (adopted October 9, 2018). This determination was made consistent with the 5-year review requirement of the Michigan Planning Enabling Act, Public Act 33 of 2008. As requested, we are pleased to submit this Scope of Work and Cost Estimate to assist the Planning Commission in this master plan update planning process.

As you know, Wade Trim assisted the Planning Commission in developing the currently adopted master plan and has easy access to the report files and mapping. This past work experience with the Planning Commission has helped us develop a solid understanding of the issues which may need to be addressed in an updated master plan.

Approach

The 2011 Master Plan is a detailed document which contains eight Chapters as follows:

1. Introduction
2. Demographic and Economic Profile
3. Natural Resources
4. Existing Land Use
5. Community Services, Facilities, and Transportation
6. Community Goals and Policies
7. Future Land Use
8. Zoning Plan, Implementation and Adoption

In order to focus on key issues facing the City, we propose a targeted approach to the master plan update, which seeks to dedicate more time and effort on identifying key concerns and addressing such concerns through various policy and future land use recommendations. To accomplish this, we do not envision spending considerable time researching and undertaking significant changes to the background information included in Chapters 1 through 5. The necessary changes will be made to these chapters, but our primary focus will be on updating Chapters 6, 7, and 8, which contain key policy, land use and development recommendations. The below proposed Scope of Work is reflective of this approach and allows for up to two "focus area plans" which will evaluate, and outline strategies related to a particular topic of concern and/or geographic area of the City.

You indicated that the City will also be preparing a new or updated housing market analysis and that this process will likely be done concurrently with the master plan update. This will allow for the updated master plan to consider and incorporate the key findings and recommendations of the housing market analysis.

Scope of Work

Wade Trim proposes to provide the following services:

Task 1: Planning Enabling Act Compliance

Wade Trim will assist the City of Mackinac Island staff in complying with the statutory requirements for updating a master plan as set forth in the Michigan Planning Enabling Act. Such assistance will include developing and sending "notice of intent to plan" letters to adjacent communities and public utilities of record, sending the draft master plan out for review as specified in the notice of intent, crafting public hearing notices, and assistance during the adoption process.

Task 2: Existing Conditions Analysis Updates

Wade Trim will prepare the following updates to Chapters 1 through 5 of the currently adopted plan:

- Chapter 1 (Introduction) will be updated, as necessary, to reflect the relationship of this updated master plan to previous planning efforts.
- Chapter 2 (Demographic and Economic Profile) will be updated based on new data available from various sources including the 2020 Census, 2018-2022 American Community Survey and Esri 2022 data reports.
- We do not expect significant changes to the natural features narratives and maps included in Chapter 3. We will review this chapter and incorporate revisions based on any new data sources, where available.
- The effort to prepare the 2018 Master Plan included a thorough and detailed analysis of existing land use within the City, which included the preparation of detail maps for four sub-areas of the City and a matrix listing the number and type of land uses by sub-area (Chapter 4). We do not anticipate significant changes to this prior analysis. However, we will work with the City to incorporate necessary updates. To accomplish this, we will provide large size maps showing the existing land uses from 2018 overlaid on aerial photography and ask the City to mark-up needed changes. Based on those mark-ups, we will prepare new existing land use maps, narratives, and an updated matrix.
- We do not expect significant changes to the information included in Chapter 5 (Community Services, Facilities and Transportation). We will review this chapter and make necessary revision based on our research. We will also ask the City to assist in the review of these narratives and identify content changes; if any.
- New maps (base map, natural features, existing land use and property ownership) will also be prepared to include updated information, where available, and be consistent with the overall report formatting.

Task 3: Project Coordination and Meetings

To ensure an inclusive and consensus-built master plan, we recommend utilizing an ad hoc steering committee appointed by the Planning Commission to guide the development of the master plan. Utilizing the steering committee approach removes the effort from the formalized and rigid Robert's Rules process of the Planning Commission. During the planning process, we propose meeting with the steering committee up to six times (in-person or virtual) to discuss project progress, review key recommendations and deliverables, and ensure that our plans and proposals are consistent with community desires and values.

Prior to plan adoption, state law requires the Planning Commission to hold a formal public hearing. Wade Trim will attend the public hearing (in-person or virtual) to provide an overview of the plan's recommendations and answer questions.

To reduce travel time and costs, our Cost Estimate accounts for our attendance at three in-person meetings during the planning process. One of these in-person meetings will be the Town Hall meeting (see Task 4). The other two in-person meetings will occur at strategic points in the process, as determined by the City. We will attend all other meetings virtually, through teleconference, Zoom or Teams.

Task 4: Public Engagement

Wade Trim proposes to facilitate public engagement during the planning process through the following means:

- *Online Citizen Survey* – Wade Trim will utilize an online survey platform such as SurveyMonkey to develop a web-based opinion survey covering a range of questions related to land use and development, the environment, circulation, housing, economy, infrastructure, quality of life and other planning and zoning issues. Wade Trim would first develop a series of survey questions for review and confirmation by the steering committee. Once the questions are approved, Wade Trim will work with the steering committee to develop and implement a strategy for marketing the availability of the survey, which may include announcements in City newsletters and/or tax/utility bills. Once completed, we will provide a detailed summary of the survey results.
- *Student Survey* – A seven question student survey was conducted during the 2018 master planning process. The survey was completed by 4th through 6th graders, middle and high schoolers at the Mackinac Island Public School. With the help of school representatives, we suggest another survey be facilitated using the same survey questions. Comparing the results between 2018 and 2023 may reveal changing opinions from our younger citizens. Once completed, we will prepare a detailed summary of the survey results.
- *Town Hall Meeting* – Wade Trim will prepare and facilitate a Town Hall meeting focusing on the confirmation of community values and the identification of key community issues to be addressed. Although participants will be asked to consider weaknesses and constraints, the broader purpose of the meeting will be to focus on Mackinac Island's strengths and opportunities, and to brainstorm land use and development strategies that would capitalize on them. Wade Trim will assist the City in advertising the availability of the meeting, including the preparation of meeting flyers.

Task 5: Focus Area Plans

Up to two “focus area plans” will be included in a new chapter of the updated master plan. These focus area plans would consist of a more detailed investigation of selected areas of the Island and/or particular topics of concern. They will include specific policies and recommendations either to address a particular issue or to ensure that growth, development, and redevelopment within specific areas occur in an appropriate fashion. The two focus area plans will be selected based on the results of the public engagement, as approved by the project steering committee.

Task 6: Planning Recommendations

After the completion of the initial tasks and receiving input from citizens through the online citizen survey, student survey and town hall meeting, Wade Trim will begin to draft changes to Chapters 6 through 8 of the current Master Plan. Depending on the issues identified through community engagement, as well as issues identified by the project steering committee, these changes will include the following:

- The Community Goals and Policies chapter will be updated with a narrative which describes the results of the public engagement and will be updated, as necessary, with revised and/or new community goals and policies to address key community issues.
- The Future Land Use Map in Chapter 7 will be revised as necessary to address key community issues and based on input from the steering committee.
- The future land use narrative in Chapter 7 will be updated as necessary to reflect the Future Land Use Map changes.
- The Zoning Plan element of Chapter 8 will be revised, as necessary, to include recommended changes to the Zoning Ordinance and/or Zoning Map which are needed to implement the polices and proposals of the updated Master Plan.
- The remainder of Chapter 8 will be updated, as necessary, to reflect the new recommendations outlined in the plan.

Task 7: Adoption and Final Reports

Wade Trim will provide guidance to the City throughout the planning and adoption process, including preparation of the State-required notifications. After the public hearing, the Planning Commission has authority for adoption of the plan. After adoption, we will assemble a final report and provide 1 copy of the adopted Master Plan update report in electronic (Adobe .pdf) format and 15 hard copies of the report for distribution.

Timeframe

Wade Trim is prepared to begin work on this project as soon as a notice to proceed is given by the City. Based on the above tasks, we anticipate having a complete draft master plan update prepared within an approximately 10-month timeframe. The legally required adoption process, however, adds an additional two to three months prior to the Plan receiving final adoption.

Cost Estimate

Wade Trim proposes to complete the above-described Scope of Work for a lump-sum fee of **\$21,000**. All miscellaneous project fees, such as project administration, supplies, travel, and shipping, are included in the above cost.

This fee is broken down by task, below.

<u>Task</u>	<u>Cost</u>
Task 1: Planning Enabling Act Compliance	\$ 500
Task 2: Existing Conditions Analysis Updates	\$ 4,000
Task 3: Project Coordination and Meetings	\$ 3,500
Task 4: Public Engagement.....	\$ 4,000
Task 5: Focus Area Plans	\$ 3,500
Task 5: Planning Recommendations	\$ 4,750
<u>Task 6: Adoption and Final Reports</u>	<u>\$ 750</u>
Total Lump Sum Fee	\$21,000

To reduce travel time and costs, the above lump-sum fee assumes that Wade Trim will attend three in-person meetings during the planning process. One of these in-person meetings will be the Town Hall meeting (see Task 4). The other two in-person meetings will occur at strategic points in the process, as determined by the City. We will participate in the remainder of the meetings listed in the Scope of Work virtually, through teleconference, Zoom or Teams.

Any additional services requested that are not specified in the above Scope of Work would be completed on a time-and-material basis or a negotiated fee.

We look forward to hearing your thoughts on the work plan outlined above via e-mail at ayoung@wadetrim.com or by telephone at 313.961.3650. If changes to the work plan are desired, we will make revisions and provide a new Scope of Work and Cost Estimate to the City. Thank you for the opportunity to assist in this endeavor.

Very truly yours,

Wade Trim Associates, Inc.



Adam C. Young, AICP
Professional Planner/Vice President

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Public Open House

City of Mackinac Island
2024 Master Plan

When?

Monday, August 12, 2024

Where?

Community Hall
7358 Market Street
Mackinac Island, MI 49757

What Time?

4:00pm to 6:30pm
(Come any time during the
2.5-hour window)

City of Mackinac Island

7358 Market Street
Mackinac Island, MI 49757
www.cityofmi.org
(906) 847-6190

For more information about this project, check out the City website or contact the City of Mackinac Island.

For those interested, a complete draft of the updated Master Plan will be made available on the City website approximately one week in advance of the Open House.



Work continues on the City of Mackinac Island Master Plan update. After public meetings, stakeholder discussions, online surveys, and a town hall meeting, *Mackinac Island is inviting all interested persons to attend an open house where you will have the opportunity to review and comment on preliminary recommendations related to future land use, community character, historic preservation, circulation, natural resources, infrastructure, and quality of life.*

The open house will take place between 4pm and 6:30pm. *You may come any time during the 2.5-hour window and stay for as long as you like.* There is no formal presentation. Various displays and exhibits will be set up at the venue. You will have an opportunity to review the preliminary recommendations, engage with members of the project team, and share your thoughts about the future of the Island.