

**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.

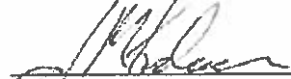
4. **City's Responsibilities.** If PIDP funds are approved for the Project, the City will be responsible for applying for the PIDP grant, executing the grant agreement, obtaining necessary clearances (environmental, historical, etc.) and permits as required prior to beginning the project, and overseeing 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.

  
James M. Kochevar      Date  
President                      8-25-22

City of Marquette

  
Jennifer A. Smith      Date  
Mayor                      9-29-22

CITY OF MARQUETTE

  
Kyle Whitney  
Clerk

Approved as to substance:

  
Karen M. Kovacs, City Manager

Approved as to form

  
Suzanne C. Larsen, City Attorney