



## City of Marquette, MI

### Meeting Agenda City Commission

300 West Baraga Ave  
Marquette, Michigan  
49855

**Monday, June 8, 2026  
6:00 PM  
Commission Chambers**

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

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

#### **Announcements**

#### **Boards and Committees**

1. Appointment(s)  
Jaclyn Stark to the Marquette County Solid Waste Management Authority as the city's representative, for a term ending 7/1/29

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

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

2. Fiscal Year 2025 Audit by Mike Greutz, Anderson Tackman & Co.
3. Board of Zoning Appeals, by Heather Dombrowski

#### **Consent Agenda**

##### **4. Consent Items**

- 4.a Approve the minutes of the May 26, 2026 City Commission work session
- 4.b Approve the minutes of the May 26, 2026 regular City Commission meeting
- 4.c Approve the total bills payable in the amount of \$870,604.56
- 4.d BS&A Cloud Platform Transition and Intergrated Payments Addendum

4.e License to Use Municipal Property at 100 Hawley Street

4.f MERS Health Care Savings Plan

4.g Schedule Public Hearing: Land Development Code  
Amendments Ordinance

4.h Winter Maintenance

### **New Business**

5. Schedule Public Hearing: Multi-Use Path Ordinance

6. Michigan Veteran Homes D.J. Jacobetti Site Use Resolution- Roll  
Call Vote

**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 Ave  
Marquette, Michigan 49855

Monday, June 8, 2026

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## Consent Agenda

**Approve the minutes of the May 26, 2026 City Commission work session**

**BACKGROUND:**

**FISCAL EFFECT:**

**RECOMMENDATION:**

**ALTERNATIVES:**

As determined by the Commission.

**ATTACHMENTS:**

1. May 26 WS minutes

# City of Marquette, MI



## Meeting Minutes City Commission

Monday, May 26, 2026  
4:45 PM  
Commission Chambers

300 West Baraga Ave  
Marquette, Michigan  
49855

### Work Session

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

#### Announcements

Mayor Schloegel had no announcements.

#### 1. E-bike Update and Discussion

The City Commission reviewed current City regulations and enforcement concerns related to e-bikes and other electric mobility devices on the City's multi-use paths. Staff explained that at present, only Class 1 e-bikes are allowed on City multi-use paths, consistent with state law. Class 2, Class 3, and other electric mobility devices are not presently authorized, but can be specifically allowed by ordinance. Staff also distinguished legal e-bikes from higher-powered electric motorcycles or off-road vehicles, noting that some devices being marketed or used as "e-bikes" exceed the 750-watt e-bike threshold and may be prohibited even from City streets and paths under existing state law.

Staff summarized the recommendations of the E-Bike Task Force and identified both immediate and longer-term actions. Immediate actions discussed included increased enforcement of existing laws and ordinances, targeted enforcement in congested or high-conflict areas such as Founders Landing, Shiras Park, and Picnic Rocks, use of park patrol, and a shift away from warnings toward citations for violations of current regulations. Staff also discussed a potential ordinance to allow Class 1, 2, and 3 e-bikes, as well as other low-wattage electric mobility devices such as scooters and one-wheels, while also adopting clearer rules against reckless riding, unsafe speeds, sidewalk riding in certain areas, and use of devices that exceed allowable power or design limits.

Commissioners generally expressed support for focusing regulation on behavior rather than on e-bike class alone, noting the practical difficulty of distinguishing between Class 1, 2, and 3 e-bikes in the field. Several commissioners supported opening the multi-use path to Class 1, 2, and 3 e-bikes and similar low-wattage electric mobility devices, provided that reckless riding, unsafe speeds, and use of high-powered electric motorcycles or ORVs are addressed. Commissioners also discussed possible slow zones, path markings, centerline striping, signage, school partnerships, and education initiatives aimed at parents and riders.

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

Public comments included support for faster implementation of the Task Force recommendations, particularly centerline striping, slow zones, and clearer signage. Several speakers urged the City to treat sidewalk use cautiously, especially where children, pedestrians, and strollers are present. Others supported allowing one-wheels and similar devices on the multi-use path because they are less safe to operate in traffic. Speakers also emphasized the need for broader bicycle infrastructure, education, enforcement against high-powered e-motos or ORVs, and flexible regulations that can adapt as electric mobility technology continues to change.

**Adjournment**

Mayor Schloegel adjourned the work session at 5:50 p.m.

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**Paul Schloegel, Mayor**

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**Kyle Whitney, City Clerk**

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# City of Marquette, MI

300 West Baraga Ave  
Marquette, Michigan 49855

Monday, June 8, 2026

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## Consent Agenda

### Approve the minutes of the May 26, 2026 regular City Commission meeting

#### BACKGROUND:

#### FISCAL EFFECT:

#### RECOMMENDATION:

#### ALTERNATIVES:

As determined by the Commission.

#### ATTACHMENTS:

1. May 26 minutes



## City of Marquette, MI

### Meeting Minutes City Commission

300 West Baraga Ave  
Marquette, Michigan  
49855

**Tuesday, May 26, 2026  
6:00 PM  
Commission Chambers**

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

*Jermey Ottaway moved to Excuse Commissioner Hanley for personal reasons, seconded by Cary Gottlieb. The motion carried unanimously.*

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

*Sally Davis moved to Approve the agenda as presented, seconded by Michael Larson. The motion carried unanimously.*

#### **Announcements**

Mayor Schloegel had no announcements.

#### **Boards and Committees**

1. Reappointment(s)  
Richard Brebner-Derby and Athena Stanley to the Arts and Culture Advisory Committee for terms ending 06-01-29

*Michael Larson moved to approve the reappointments as listed, seconded by Cody Mayer. The motion carried unanimously.*

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

Steve Slivenski spoke about city fiscal policy amid the struggles of the current global economy.

Roberta Noss said she moved to the area recently and requested an update on plans for road maintenance projects.

Bailey Quinn spoke about local rental concerns, and requested the city implement more direct controls on landlords, regarding property maintenance.

## Presentation(s)

2. Lake Superior Community Partnership Update, by Christopher Germain and Natalie Chmiko

Christopher Germain, outgoing CEO of the Lake Superior Community Partnership, offered a presentation regarding the organization's current work and leadership transition. He reviewed the LSCP's role and membership, talking about its economic alliance, business network, and professional services divisions. He highlighted recent accomplishments, including a multi-community facade grant, the P3MQT local economic development summit, support for Marquette Sawyer Regional Airport, business retention and expansion visits, childcare and housing initiatives, entrepreneurship support, and advocacy on issues including energy, healthcare, housing, property tax legislation, and short-term rentals.

Natalie Chmiko, LSCP's new CEO, introduced herself and stated that the organization's focus over the next year will be stability and continuation of its current strategic plan. Commissioners welcomed Chmiko, thanked Germain for his service and leadership, and expressed appreciation for LSCP's continued partnership with the City.

## Public Hearing(s)

3. Single Lot Special Assessment Roll #593

Mayor Schloegel opened the public hearing and, there being no one to speak, closed the hearing.

***Sally Davis moved to Confirm Single Lot Assessment Roll #593, and authorize the Mayor to sign the Warrant, seconded by Cary Gottlieb. The motion carried unanimously.***

4. Industrial Facilities Tax Exemption - Roll Call Vote

Mayor Schloegel opened the Public Hearing.

Leo Isleib, representing J.M. Longyear, shared some details about the project and company.

Mary Myers, representing the Lake Superior Community Partnership, spoke in favor of the project.

There being no one else to speak, Mayor Schloegel closed the hearing.

***Michael Larson moved to Postpone action on the application to a future meeting, pending receipt of the required information from the State and completion of legal counsel review of the required accompanying agreement, seconded by Jerney Ottaway. The motion carried unanimously.***

## Consent Agenda - Roll Call Vote

5. Consent Items

**Michael Larson moved to Approve the Consent Agenda as written, seconded by Cody Mayer. The motion carried unanimously.**

- 5.a Approve the minutes of the May 11, 2026 work session
- 5.b Approve the minutes of the May 11, 2026 regular City Commission meeting
- 5.c Approve the total bills payable in the amount of \$1,193,372.15
- 5.d Marquette Figure Skating Club - Second Storage Lease Agreement
- 5.e Resolution: Opposing HB 5529-5532 and HB 5581-5585 — Roll Call Vote
- 5.f Resolutions for Unpaid Stormwater and Unpaid Water and Wastewater - Roll Call Vote
- 5.g Tourist Park and Presque Isle Marina Wireless Internet

## **Old Business**

### 6. E-Bike Discussion and Next Steps

**Cary Gottlieb moved to Direct the City Manager to draft an ordinance permitting the operation of electric mobility devices under 750 watts within the City, including but not limited to Class 1, Class 2, and Class 3 electric mobility devices on the City's multi-use path; and further, that the proposed ordinance include provisions establishing safe and prudent speed requirements, as well as clear standards and penalties addressing careless and reckless riding to ensure public safety, seconded by Sally Davis. Discussion ensued.**

City Commissioners discussed proposed changes related to e-bikes and other mobility devices on City pathways, a topic that was discussed in a work session prior to the meeting. Commissioners thanked the task force for its work reviewing the legal and practical issues involved, and discussion emphasized that the proposed ordinance approach would focus on regulating unsafe behavior rather than specific devices, recognizing the difficulty in distinguishing between various types of e-bikes and other mobility devices and the reality that such devices are already being used on City pathways. Commissioners noted that the goal is to improve safety on multi-use paths for all users. It was clarified that the intent of the motion was for staff to bring back one or more ordinances for future Commission consideration. Commissioners also expressed that the regulations should be treated as a living document that can be revisited as technology, usage patterns, and community needs change.

**The Commission then voted on the motion, which carried unanimously.**

## New Business

7. Contract for Professional Services - DAAR Place Consulting - Sustainable Tourism Management Plan

***Sally Davis moved to Approve the contract with DAAR Place Consulting as recommended by the evaluation team, and authorize the Mayor and Clerk to execute the contract, seconded by Jermey Ottaway. The motion carried unanimously.***

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

Steve Slivenski expressed concerns about public spending and the potential impacts of expanded expenditures, and encouraged the City to be cautious with discretionary expenditures, while preserving Marquette's character and ensuring residents continue to have a voice in local government.

Roberta Noss again requested an update on plans for road maintenance projects.

### Comments from the Commission

**Jermey Ottaway** spoke about housing concerns, and said that much of the concerns being brought up are civil in nature.

**Michael Larson** said the housing issues may be civil, but it is good to know that they exist, as it helps to understand the state of the community.

**Cody Mayer** said that the City's oversight of the rental properties is limited largely to zoning compliance. Building Codes, he said, are enforced by the county, which may be short-staffed in that area. He also said the roads may be rough right now, but that it is a common problem in the Upper Peninsula.

**Sally Davis** had no comments.

**Cary Gottlieb** urged City staff to work as quickly as possible to prepare a reckless riding ordinance related to the multi-use path, and he asked for follow-up on the physical changes recommended by the E-bike and Multi-use Path Task Force.

**Paul Schloegel** said the local roads may not be as nice as we would want, but they could be much worse. He said summer is right around the corner and asked people to be careful when traveling, especially at crosswalks.

### Comments from the City Manager

**City Manager Karen Kovacs** clarified that motorists are required to stop for pedestrians already within a crosswalk, but that pedestrians do not have the right-of-way to step into traffic where a vehicle does not have sufficient time to stop, noting that crosswalk rules vary depending on location and traffic control. She also addressed rental housing concerns, and said that the City empathizes with renters but has limited legal authority to intervene in private disputes between tenants and landlords. She said the City enforces its rental code, particularly fire and life safety requirements, but does

not regulate lease terms, security deposits, or similar issues, which generally fall under small claims court or other legal remedies. She noted that the City provides rental resources, including the state Attorney General's landlord-tenant guide, and may refer residents to low-cost mediation services.

The City Manager also discussed road maintenance, stating that the City's street improvement and maintenance program is underway, including reconstruction work on Fisher Street and other maintenance projects totaling approximately \$1.4 million. She explained that maintenance work such as crack sealing helps preserve road condition and extend pavement life, while full reconstruction is significantly more expensive and is often coordinated with underground infrastructure replacement. She noted that the City maintains approximately 90 miles of roadway and related infrastructure, acknowledged that some roads need improvement, and stated that additional discussion will occur during the budget process. She also referenced the recent approval of an expansion of the street improvement projects for this year.

### **Adjournment**

Mayor Schloegel adjourned the meeting at 7:14 p.m.

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**Paul Schloegel, Mayor**

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**Kyle Whitney, City Clerk**

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# City of Marquette, MI

300 West Baraga Ave  
Marquette, Michigan 49855

Monday, June 8, 2026

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## Consent Agenda

### **BS&A Cloud Platform Transition and Intergrated Payments Addendum**

#### **BACKGROUND:**

The City's current BS&A financial software platform was originally approved in April 2012. BS&A Software is transitioning customers from the existing .NET platform to a cloud-based platform as part of the company's long-term software strategy and current information technology industry standards.

The cloud-based platform will provide enhanced functionality and improved accessibility for staff and customers while reducing the City's reliance on internal server infrastructure and storage. The agreement includes migration of the City's existing BS&A modules to the hosted cloud environment, along with implementation and professional service fees.

In addition, staff is requesting approval of the Integrated Payments Addendum, which will allow the City to utilize BS&A's integrated payment processing platform through Stripe for online payments of utility, tax, and miscellaneous billings. The payment platform includes features such as real-time transaction monitoring, text-to-pay functionality, and ACH processing services.

The proposed agreement includes:

- Annual cloud subscription services
- One-time implementation and professional service costs associated with the migration
- Integrated payment processing services associated with payment terminals

#### **FISCAL EFFECT:**

The proposed BS&A cloud agreement includes:

- Annual subscription fees of \$109,735; and
- One-time professional services and implementation fees of \$93,500

The total first year cost of the agreement is \$203,235.

A budget amendment will be required during FY'26 to appropriate funds for the implementation and migration costs associated with the cloud transition. Beginning in FY'27, the annual subscription costs will be incorporated into the City's annual budgeting process.

Payment processing fees associated with the Integrated Payments Addendum will be charged per transaction based on the payment method used.

**RECOMMENDATION:**

Approve the BS&A Cloud Platform Agreement and Integrated Payments Addendum with BS&A Software, LLC for a total first year cost of \$203,235, including annual subscription services and one-time implementation costs, and authorize the Mayor and Clerk to execute the agreements.

**ALTERNATIVES:**

As determined by the Commission.

**ATTACHMENTS:**

1. BS&A Cloud Platform Agreement
2. BS&A Integrated Payments Addendum

**BS&A  
CUSTOMER ORDER FORM**

This Customer Order Form (this “**Order**”) is entered into as of the “**Effective Date**” identified below between BS&A Software, LLC, a Delaware limited liability company with offices located at 14965 Abbey Lane, Bath, MI 48808 (“**BS&A**”) and the “**Customer**” identified below. Capitalized terms used but not defined in this Order have the meanings given them elsewhere in the Agreement (as defined below). BS&A and Customer may be referred to herein collectively as the “**Parties**” or individually as a “**Party**”. The Parties hereby agree as follows:

<b>Customer Name:</b> City of Marquette, Marquette County MI	<b>Sponsor Contact:</b>
<b>Billing Address:</b> 300 West Baraga Ave., Marquette, MI 49855	<b>Sponsor Phone:</b>
<b>Accounts Payable Email:</b>	<b>Sponsor Email:</b>

**Platform and Fee Information**

<b>Effective Date:</b> June 8, 2026	
<b>Platform Description:</b> Those modules and feature packs of BS&A’s proprietary hosted enterprise resource planning service for managing local government functions that are identified in the Pricing Sheet.	
<b>“Initial Subscription Period”:</b> [One (1) year]	<b>Subscription Fees:</b> \$109,735 payable [annually].
The “ <b>Initial Subscription Period</b> ” shall begin the at the earlier date of activation of module(s) on Customer’s site or; <ul style="list-style-type: none"> <li>• One (1) year after the Effective Date for any new software modules</li> <li>• Six (6) months after the Effective Date for any software modules upgrading from BS&amp;A’s .NET Platform</li> </ul>	
<b>Professional Services (if any):</b> \$93,500	<b>Service Fees (if any):</b>
<b>Other Customer Terms:</b>	

The Customer Agreement (the “**Agreement**”), made and entered into as of the Effective Date between BS&A and Customer, includes and incorporates: (i) the above Order; (ii) any Orders previously or subsequently entered into by the Parties; and (iii) the Customer Terms and Conditions, which are attached to this Order (the “**Terms and Conditions**”); and (iv) the Pricing Sheet attached to this Order (the “**Pricing Sheet**”).

**BS&A SOFTWARE, LLC**

**CITY OF MARQUETTE, MI**

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

\_\_\_\_\_  
Name: Paul Schloegel  
Title: Mayor

\_\_\_\_\_  
Name: Kyle Whitney  
Title: Clerk

Approved as to Content

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

Approved as to Form

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Suzanne C. Larsen, City Attorney

**EXHIBIT A**  
**CUSTOMER TERMS AND CONDITIONS**

The Parties agree as follows:

1. Definitions.

1.1 **“Authorized User”** means Customer’s employees, consultants, contractors, and agents: (i) who are authorized by Customer to access and use the Platform under this Agreement; and (ii) for whom access to the Platform has been purchased hereunder.

1.2 **“BS&A IP”** means the Platform and any and all intellectual property provided to Customer or any Authorized User in connection with the foregoing. For the avoidance of doubt, BS&A IP includes Usage Data and any information, data, or other content derived from BS&A’s provision of the Platform but does not include Customer Data.

1.3 **“Business Contact Data”** means Personal Information that relates to BS&A’s relationship with Customer, including, by way of example and without limitation, the names and contact information of Authorized Users and any other data BS&A collects for the purpose of managing its relationship with Customer, identity verification, or as otherwise required by applicable laws, rules, or regulations.

1.4 **“Customer Data”** means information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Customer or an Authorized User through the Platform, including Business Contact Data; provided that, for purposes of clarity, Customer Data as defined herein does not include Business Contact Data or Usage Data.

1.5 **“Documentation”** means Company’s end user documentation relating to the Platform, including any user guides.

1.6 **“Harmful Code”** means any software, hardware, or other technology, device, or means, including any virus, worm, malware, or other malicious computer code, the purpose or effect of which is to permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede in any manner any (i) computer, software, firmware, hardware, system, or network; or (ii) any application or function of any of the foregoing or the security, integrity, confidentiality, or use of any data processed thereby.

1.7 **“Order”** means: (i) a purchase order, order form, or other ordering document entered into by the Parties that incorporates this Agreement by reference; or (ii) if Customer registered for the Platform through BS&A’s online ordering process, the results of such online ordering process.

1.8 **“Personal Information”** means any information that, individually or in combination, does or can identify a specific individual or by or from which a specific individual may be identified, contacted, or located, including without limitation all data considered “personal data”, “personally identifiable information”, or something similar under applicable laws, rules, or regulations relating to data privacy.

1.9 **“Platform”** has the meaning set forth on the Order.

1.10 **“Professional Services”** means training, migration, implementation, integration, or other professional services that are provided to Customer in connection with its use of the Platform hereunder.

1.11 **“Subscription Period”** means the time period identified on the Order during which Customer’s Authorized Users may access and use the Platform.

1.12 **“Third-Party Products”** means any third-party products provided with, integrated with, or incorporated into the Platform.

1.13 **“Usage Data”** means usage data collected and processed by BS&A in connection with Customer’s use of the Platform, including without limitation test configuration metadata, activity logs, and data used to optimize and maintain performance of the Platform, and to investigate and prevent system abuse. For purposes of clarity, Customer Data is not Usage Data and Usage Data does not contain Personal Information or any other Customer Data.

1.14 **“Usage Limitations”** means the usage limitations set forth in this Agreement and the Order, including without limitation any limitations on the number of Authorized Users (if any), and the applicable product, pricing, and support tiers agreed-upon by the Parties.

## 2. Access and Use.

2.1 Provision of Access. Subject to and conditioned on Customer's compliance with the terms and conditions of this Agreement, including without limitation the Usage Limitations, Customer may, solely through its Authorized Users, access and use the Platform during the Subscription Period on a non-exclusive, non-transferable (except in compliance with Section 15.9), and non-sublicensable basis. Such use is limited to Customer's internal business purposes and the features and functionalities specified in the Order. Each Authorized User must have its own unique account on the Platform and Authorized Users may not share their account credentials with one another or any third party. Customer will be responsible for all of the acts and omissions of its Authorized Users in connection with this Agreement and for all use of Authorized Users' accounts.

2.2 Documentation License. Subject to and conditioned on Customer's compliance with the terms and conditions of this Agreement, Company hereby grants to Customer a non-exclusive, non-transferable (except in compliance with Section 15.9), and non-sublicensable license to use the Documentation during the Subscription Period solely for Customer's internal business purposes in connection with its use of the Platform.

2.3 Use Restrictions. Customer shall not use the Platform for any purposes beyond the scope of the access granted in this Agreement. Customer shall not at any time, directly or indirectly, and shall not permit any Authorized Users to: (i) copy, modify, or create derivative works of any BS&A IP, whether in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Platform or Documentation to any third party; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Platform, in whole or in part; (iv) remove any proprietary notices from any BS&A IP; (v) use any BS&A IP in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law; (vi) access or use any BS&A IP for purposes of competitive analysis of BS&A or the Platform, the development, provision, or use of a competing software service or product, or any other purpose that is to BS&A's detriment or commercial disadvantage; (vii) bypass or breach any security device or protection used by the Platform or access or use the Platform other than by an Authorized User through the use of valid access credentials; (viii) input, upload, transmit, or otherwise provide to or through the Platform any information or materials, including Customer Data, that are unlawful or injurious or that infringe or otherwise violate any third party's intellectual property or other rights, or that contain, transmit, or activate any Harmful Code; or (ix) use any BS&A IP for any activity where use or failure of the BS&A IP could lead to death, personal injury, or environmental damage, including life support systems, emergency services, nuclear facilities, autonomous vehicles, or air traffic control.

2.4 Reservation of Rights. BS&A reserves all rights not expressly granted to Customer in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any intellectual property rights or other right, title, or interest in or to the BS&A IP.

2.5 Suspension. Notwithstanding anything to the contrary in this Agreement, BS&A may temporarily suspend Customer's and any Authorized User's access to any portion or all of the Platform if: (i) BS&A reasonably determines that (a) there is a threat or attack on any of the BS&A IP; (b) Customer's or any Authorized User's use of the BS&A IP disrupts or poses a security risk to the BS&A IP or to any other customer or vendor of BS&A; (c) Customer, or any Authorized User, is using the BS&A IP for fraudulent or illegal activities; (d) subject to applicable law, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; (e) BS&A's provision of the Platform to Customer or any Authorized User is prohibited by applicable law; or (f) any Customer Data submitted, posted, or otherwise transmitted by or on behalf of Customer or an Authorized User through the Platform may infringe or otherwise violate any third party's intellectual property or other rights; (ii) any vendor of BS&A has suspended or terminated BS&A's access to or use of any Third-Party Products required to enable Customer to access the Platform; or (iii) in accordance with Section 7.1 (any such suspension described in subclauses (i), (ii), or (iii), a "**Service Suspension**"). BS&A shall use commercially reasonable efforts to provide written notice of any Service Suspension to Customer and to provide updates regarding resumption of access to the Platform following any Service Suspension. BS&A shall use commercially reasonable efforts to resume providing access to the Platform as soon as reasonably possible after the event giving rise to the Service Suspension is cured. BS&A will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized User may incur as a result of a Service Suspension.

2.6 Business Contact Data and Usage Data. Notwithstanding anything to the contrary in this Agreement,

BS&A may process Business Contact Data: (i) to manage BS&A's relationship with Customer; (ii) to carry out BS&A's core business operations, such as, by way of example and without limitation, accounting, audits, tax preparation and for filing and compliance purposes; (iii) to monitor, investigate, prevent and detect fraud, security incidents and other misuse of the Platform, and to prevent harm to BS&A, Customer, and BS&A's other customers; (iv) for identity verification purposes; and (v) to comply with applicable laws, rules, and regulations relating to the processing and retention of Personal Information to which BS&A may be subject. BS&A may process Usage Data for any lawful purpose, including to monitor, maintain, and optimize the Platform.

### 3. Customer Responsibilities.

3.1 General. Customer is responsible and liable for all uses of the Platform and Documentation resulting from access provided by Customer, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, Customer is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by Customer will be deemed a breach of this Agreement by Customer. Customer shall use reasonable efforts to make all Authorized Users aware of this Agreement's provisions as applicable to such Authorized User's use of the Platform and shall cause Authorized Users to comply with such provisions.

3.2 Third-Party Products. BS&A may from time to time make Third-Party Products available to Customer or BS&A may allow for certain Third-Party Products to be integrated with the Platform to allow for the transmission of Customer Data from such Third-Party Products into the Platform. For purposes of this Agreement, such Third-Party Products are subject to their own terms and conditions. BS&A is not responsible for the operation of any Third-Party Products and makes no representations or warranties of any kind with respect to Third-Party Products or their respective providers. If Customer does not agree to abide by the applicable terms for any such Third-Party Products, then Customer should not install or use such Third-Party Products. By authorizing BS&A to transmit Customer Data from Third-Party Products into the Platform, Customer represents and warrants to BS&A that it has all right, power, and authority to provide such authorization.

3.3 Customer Control and Responsibility. Customer has and will retain sole responsibility for: (i) all Customer Data, including its content and use; (ii) all information, instructions, and materials provided by or on behalf of Customer or any Authorized User in connection with the Platform; (iii) Customer's information technology infrastructure, including computers, software, databases, electronic systems (including database management systems), and networks, whether operated directly by Customer or through the use of third-party platforms or service providers ("**Customer Systems**"); (iv) the security and use of Customer's and its Authorized Users' access credentials; and (v) all access to and use of the Platform directly or indirectly by or through the Customer Systems or its or its Authorized Users' access credentials, with or without Customer's knowledge or consent, including all results obtained from, and all conclusions, decisions, and actions based on, such access or use. For purposes of clarity, Customer Systems do not include BS&A's information technology infrastructure, including computers, software, databases, electronic systems (including database management systems), and networks operated directly by BS&A and its third-party service providers.

4. Support. Subject to and conditioned on Customer's compliance with the terms and conditions of this Agreement, including payment of applicable Fees, BS&A will use commercially reasonable efforts to provide Customer with basic customer support via BS&A's standard support channels during BS&A's normal business hours.

5. Professional Services. BS&A will perform Professional Services as described in an Order. Customer will provide BS&A all reasonable cooperation required for BS&A to perform the Professional Services, including without limitation timely access to any reasonably required Customer materials, information, or personnel. Subject to any limitations identified in an Order, Customer will reimburse BS&A's reasonable travel and lodging expenses incurred in providing Professional Services. To the extent the Professional Services result in any work product of any kind or character ("**Work Product**"), all such Work Product will remain owned solely and exclusively by BS&A and, to the extent any such Work Product consists of enhancements, improvements, or other modifications to the Platform, such Work Product may be used by Customer solely in connection with Customer's authorized use of the Platform under this Agreement.

5.1 Cancellation. In the event Customer cancels or reschedules Professional Services (other than for Force Majeure or breach by BS&A), and without prejudice to BS&A's other rights and remedies, Customer is liable to BS&A for (i) all Professional Services performed prior to the cancellation or rescheduling of Professional Services; (ii) all non-refundable expenses actually incurred by BS&A on Customer's behalf; and (iii) daily Project Management or Implementation and Training fees associated with the cancelled or rescheduled Professional Services (in accordance with the daily fee rate), if less than forty-five (45) days advance notice is given regarding the need to cancel or reschedule and

BS&A cannot reasonably reassign its affected Professional Services resources to other projects where comparable skills are required.

6. Insurance. During the Subscription Period, BS&A shall procure and maintain appropriate insurance policies with coverage limits that are commensurate with industry standards and sufficient to protect against potential risks associated with this Agreement. The insurance policies shall be obtained from reputable and financially sound insurance providers, and BS&A agrees to provide proof of such insurance upon request by Customer.

7. Fees and Taxes.

7.1 Fees. The Platform may be provided for a fee or other charge. Customer shall pay BS&A the fees (“Fees”) identified in the Order without offset or deduction at the cadence identified in the Order (e.g., monthly or annually). BS&A may increase the Fees annually, provided that BS&A will provide Customer at least thirty (30) days’ notice of such increase prior to the end of the then-current Term. The amount of the Fee increase will be in BS&A’s sole discretion, provided that Customer agrees that the increase may be at least the greater of: (i) five percent (5%); or (ii) the annual increase in the relevant Consumer Price Index for all Urban Consumers published by the Bureau of Labor Statistics for the then-current calendar year, in each case as compared to the Fees applicable during then-current Term, as applicable. Fees paid by Customer are non-refundable. Customer shall make all payments hereunder in US dollars by ACH or via another reasonable method chosen by BS&A, to such account as BS&A may specify in writing from time to time, or by another mutually agreed-upon payment method. If Customer pays via invoice, Customer will pay the invoiced amount within thirty (30) calendar days of the invoice date. If Customer fails to make any payment when due, and Customer has not notified BS&A in writing within ten (10) days of the payment becoming due and payable that the payment is subject to a good faith dispute, without limiting BS&A’s other rights and remedies, and to the fullest extent permissible under applicable law: (i) BS&A may charge interest on the undisputed past due amount at the rate of 1.5% per month, calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law; (ii) Customer shall reimburse BS&A for all reasonable costs incurred by BS&A in collecting any late payments or interest, including attorneys’ fees, court costs, and collection agency fees; and (iii) if such failure continues for ten (10) days or more, BS&A may suspend Customer’s and its Authorized Users’ access to all or any part of the Platform until such amounts are paid in full.

7.2 Taxes. All Fees and other amounts payable by Customer under this Agreement are exclusive of taxes and similar assessments. Customer is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer hereunder, other than any taxes imposed on BS&A’s income.

8. Confidential Information.

8.1 Definition. From time to time during the Subscription Period, either Party may disclose or make available to the other Party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media that: (i) is marked, designated or otherwise identified as “confidential” or something similar at the time of disclosure or within a reasonable period of time thereafter; or (ii) would be considered confidential by a reasonable person given the nature of the information or the circumstances of its disclosure (collectively, “Confidential Information”). Except for Personal Information, Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving Party at the time of disclosure; (c) rightfully obtained by the receiving Party on a non-confidential basis from a third party; or (d) independently developed by the receiving Party without use of, reference to, or reliance upon the disclosing Party’s Confidential Information.

8.2 Duty. The receiving Party shall not disclose the disclosing Party’s Confidential Information to any person or entity, except to the receiving Party’s employees, contractors, and agents who have a need to know the Confidential Information for the receiving Party to exercise its rights or perform its obligations hereunder (“Representatives”). The receiving Party will be responsible for all the acts and omissions of its Representatives as they relate to Confidential Information hereunder. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party; or (ii) to establish a Party’s rights under this Agreement, including to make required court filings. Further, notwithstanding the foregoing, each Party may disclose the terms and existence of this Agreement to its actual or potential investors, debtholders, acquirers, or merger partners under customary confidentiality terms.

8.3 Return of Materials; Effects of Termination/Expiration. On the expiration or termination of the

Agreement, and to the extent allowable under applicable laws, the receiving Party shall promptly return to the disclosing Party all copies, whether in written, electronic, or other form or media, of the disclosing Party's Confidential Information, or destroy all such copies and certify in writing to the disclosing Party that such Confidential Information has been destroyed. Each Party's obligations of non-use and non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire three (3) years from the date of termination or expiration of this Agreement; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

9. Data Security and Processing of Personal Information.

9.1 Customer Data. Customer hereby grants to BS&A a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary for BS&A to provide the Platform and otherwise perform its obligations hereunder. Customer may export the Customer Data at any time through the features and functionalities made available via the Platform. For the avoidance of doubt, aggregated, de-identified, and anonymized portions, sets, or other combinations of Customer Data that do not contain personally identifying elements of Customer's identity or of any Authorized Users are Usage Data and not Customer Data.

9.2 Security Measures. BS&A will implement and maintain commercially reasonable administrative, physical, and technical safeguards designed to protect Customer Data (including Personal Information provided as part of Business Contact Data) from unauthorized access, use, alteration, or disclosure.

9.3 Processing of Personal Information. BS&A's rights and obligations with respect to Personal Information that it collects directly from individuals (if any) are set forth in BS&A's Privacy Policy (as amended from time to time in accordance with its terms). Personal Information processed by BS&A on behalf of Customer is considered Customer Data and is governed by the terms of this Agreement.

10. Intellectual Property Ownership; Feedback.

10.1 BS&A IP. Customer acknowledges that, as between Customer and BS&A, BS&A owns all right, title, and interest, including all intellectual property rights, in and to the BS&A IP and, with respect to Third-Party Products, the applicable third-party providers own all right, title, and interest, including all intellectual property rights, in and to the Third-Party Products.

10.2 Usage Data. Customer acknowledges that, as between BS&A and Customer, BS&A owns all right, title, and interest, including all intellectual property rights, in and to the Usage Data.

10.3 Customer Data. BS&A acknowledges that, as between BS&A and Customer, Customer owns all right, title, and interest, including all intellectual property rights, in and to the Customer Data.

10.4 Feedback. If Customer or any of its employees or contractors sends or transmits any communications or materials to BS&A by mail, email, telephone, or otherwise, suggesting or recommending changes to the BS&A IP, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("**Feedback**"), BS&A is free to use such Feedback irrespective of any other obligation or limitation between the Parties governing such Feedback.

11. Mutual Warranties; Disclaimer of Other Warranties.

11.1 Mutual Warranties. Each party hereby represents and warrants to the other that: (i) it has the full right, power, and authority to enter into, execute, and perform its obligations under this Agreement without any conflict with or violation of any other obligations to which it may be subject; and (ii) this Agreement is binding on such party in accordance with its terms.

11.2 Disclaimer of Other Warranties. THE BS&A IP IS PROVIDED "AS IS" AND BS&A HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. BS&A SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. BS&A MAKES NO WARRANTY OF ANY KIND THAT THE BS&A IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER PLATFORM, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL

CODE, OR ERROR FREE.

12. Indemnification.

12.1 BS&A Indemnification.

(a) BS&A shall indemnify, defend, and hold harmless Customer from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) ("**Losses**") incurred by Customer resulting from any third-party claim, suit, action, or proceeding ("**Third-Party Claim**") brought against Customer alleging that the Platform, or any use of the Platform in accordance with this Agreement, infringes or misappropriates such third party's US intellectual property rights; provided that Customer promptly notifies BS&A in writing of the claim, cooperates with BS&A, and allows BS&A sole authority to control the defense and settlement of such claim.

(b) If such a claim is made or appears possible, Customer agrees to permit BS&A, at BS&A's sole discretion: to (i) modify or replace the Platform, or component or part thereof, to make it non-infringing; or (ii) obtain the right for Customer to continue use. If BS&A determines that neither alternative is reasonably commercially available, BS&A may terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer, and as Customer's sole and exclusive remedy therefor, BS&A will provide to Customer a prorated refund of prepaid, unused Fees attributable to the Platform (and not including any one-time Fees for Professional Services).

(c) This Section 12.1 will not apply to the extent that the alleged infringement arises from: (i) use of the Platform in combination with data, software, hardware, equipment, or technology not provided by BS&A or authorized by BS&A in writing; (ii) modifications to the Platform not made by BS&A; (iii) Customer Data; or (iv) Third-Party Products.

12.2 Customer Responsibility. Customer accepts and acknowledges responsibility for Losses resulting from any Third-Party Claim alleging that the Customer Data, or any use of the Customer Data in accordance with this Agreement, infringes or misappropriates such third party's intellectual property or other rights and any Third-Party Claims based on Customer's or any Authorized User's (i) negligence or willful misconduct; (ii) use of the Platform in a manner not authorized by this Agreement; or (iii) use of the Platform in combination with data, software, hardware, equipment or technology not provided by BS&A or authorized by BS&A in writing; in each case provided that Customer may not settle any Third-Party Claim against BS&A unless BS&A consents to such settlement, and further provided that BS&A will have the right, at its option, to defend itself against any such Third-Party Claim or to participate in the defense thereof by counsel of its own choice.

12.3 Sole Remedy. THIS SECTION 12 SETS FORTH CUSTOMER'S SOLE REMEDIES AND BS&A'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE PLATFORM INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

13. Limitations of Liability. IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (i) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (ii) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (iii) LOSS OF GOODWILL OR REPUTATION; (iv) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (v) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER BS&A WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE TOTAL AMOUNTS PAID AND/OR PAYABLE TO BS&A UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE CLAIM. THE FOREGOING LIMITATIONS OF LIABILITY WILL NOT APPLY WITH RESPECT TO LIABILITIES ARISING FROM: (A) A PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS UNDER SECTION 8; (B) A PARTY'S GROSS NEGLIGENCE, FRAUD, OR WILLFUL MISCONDUCT; OR (C) A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 12 (PROVIDED THAT BS&A'S TOTAL AGGREGATE LIABILITY IN CONNECTION WITH SUCH INDEMNIFICATION OBLIGATIONS WILL NOT EXCEED THREE TIMES (3X) THE TOTAL AMOUNTS PAID AND/OR PAYABLE TO BS&A UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE CLAIM).

14. Subscription Period and Termination.

14.1 Subscription Period. The initial term of this Agreement begins on the Effective Date and, unless terminated earlier pursuant to this Agreement's express provisions, will continue in effect for the period identified in the Order (the "**Initial Subscription Period**"). This Agreement will automatically renew for additional successive terms equal to the length of the Initial Subscription Period unless earlier terminated pursuant to this Agreement's express provisions or either Party gives the other Party written notice of non-renewal at least thirty (30) days prior to the expiration of the then-current term (each a "**Renewal Subscription Period**" and together with the Initial Subscription Period, the "**Subscription Period**").

14.2 Termination. In addition to any other express termination right set forth in this Agreement:

(a) BS&A may terminate this Agreement, effective on written notice to Customer, if Customer: (i) fails to pay any amount when due hereunder, and such failure continues more than ten (10) calendar days after BS&A's delivery of written notice thereof; or (ii) breaches any of its obligations under Section 2.3 or Section 8;

(b) either Party may terminate this Agreement, effective on written notice to the other Party, if the other Party materially breaches this Agreement, and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured thirty (30) calendar days after the non-breaching Party provides the breaching Party with written notice of such breach; or

(c) either Party may terminate this Agreement, effective immediately upon written notice to the other Party, if the other Party: (i) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (ii) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (iii) makes or seeks to make a general assignment for the benefit of its creditors; or (iv) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

14.3 Effect of Expiration or Termination. Upon expiration or earlier termination of this Agreement, Customer shall immediately discontinue use of the BS&A IP and, without limiting Customer's obligations under Section 8, Customer shall delete, destroy, or return all copies of the BS&A IP and certify in writing to the BS&A that the BS&A IP has been deleted or destroyed. No expiration or termination will affect Customer's obligation to pay all Fees that may have become due before such expiration or termination or entitle Customer to any refund.

14.4 Survival. This Section 14.4 and Sections 1, 5, 8, 10, 11, 12, 13, 14.3, and 15 survive any termination or expiration of this Agreement. No other provisions of this Agreement survive the expiration or earlier termination of this Agreement.

15. Miscellaneous.

15.1 Relationship of the Parties. BS&A performs its obligations hereunder as an independent contractor and not a partner, joint venture, or agent of Customer and shall not bind nor attempt to bind Customer to any contract without Customer's prior written approval on a case-by-case basis. BS&A is responsible for hiring, firing, and supervising its personnel and is solely responsible hereunder for its personnel, including without limitation for: (a) payment of compensation to such personnel; (b) withholding (if applicable), paying, and reporting, for all personnel assigned to perform services (including Professional Services) in connection with this Agreement, applicable tax withholding, social security taxes, employment head taxes, unemployment insurance, and other taxes or charges applicable to such personnel; and (c) health or disability benefits, retirement benefits, or welfare, pension, or other benefits (if any) to which such personnel may be entitled. For purposes of clarity, BS&A's personnel will not be eligible to participate in any of Customer's employee benefit plans, fringe benefit programs, group insurance arrangements, or similar programs.

15.2 Entire Agreement. This Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements made in the body of this Agreement, the related Exhibits, and any other documents incorporated herein by reference, the following order of precedence governs: (i) first, this Agreement; and (ii) second, any other documents incorporated herein by reference.

15.3 Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "**Notice**") must be in writing and addressed to the Parties at the addresses set forth on the first page

of this Agreement (or to such other address that may be designated by the Party giving Notice from time to time in accordance with this Section). All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile or email (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage pre-paid). Except as otherwise provided in this Agreement, a Notice is effective only: (i) upon receipt by the receiving Party; and (ii) if the Party giving the Notice has complied with the requirements of this Section.

15.4 Force Majeure. In no event shall either Party be liable to the other Party, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement (except for any obligations to make payments), if and to the extent such failure or delay is caused by any circumstances beyond such Party's reasonable control, including but not limited to acts of God, flood, fire, earthquake, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.

15.5 Amendment and Modification. No amendment or modification to this Agreement is effective unless it is in writing and signed by an authorized representative of each Party.

15.6 Waiver. No failure or delay by either Party in exercising any right or remedy available to it in connection with this Agreement will constitute a waiver of such right or remedy. No waiver under this Agreement will be effective unless made in writing and signed by an authorized representative of the Party granting the waiver.

15.7 Severability. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to effect their original intent as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

15.8 Governing Law; Submission to Jurisdiction. To the extent permissible under applicable laws, this Agreement is governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Delaware. To the extent permissible under applicable laws, any legal suit, action, or proceeding arising out of or related to this Agreement must be instituted in the federal courts of the United States or the courts of the State of Delaware in each case located in New Castle County, Delaware and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. If Customer is located in a jurisdiction that requires that this Agreement be governed by and construed in accordance with laws other than those of the State of Delaware, or that require any legal suits, actions, or proceedings arising out of or related to this Agreement be instituted in state and federal courts located anywhere other than New Castle County, Delaware, then the Parties agree that such other laws shall apply and to institute any such legal suits, actions, or proceedings in such other jurisdiction(s).

15.9 Assignment. Neither Party may assign any of its rights or delegate any of its obligations hereunder (except in the case of either Party utilizing authorized subcontractors and consultants), in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of the other Party. Any purported assignment or delegation in violation of this Section will be null and void. No assignment or delegation will relieve the assigning or delegating Party of any of its obligations hereunder. This Agreement is binding upon and inures to the benefit of the Parties and their respective permitted successors and assigns. Notwithstanding the foregoing, either Party may freely assign this Agreement to an affiliate or successor in interest in the event of a merger, acquisition, sale of all or substantially all of its assets, corporate reorganization, or other change in control, without the prior consent of the other Party.

15.10 Export Regulation. The Platforms utilize software and technology that may be subject to US export control laws, including the US Export Administration Act and its associated regulations. Customer shall not, directly or indirectly, export, re-export, or release the Platform or the underlying software or technology to, or make the Platform or the underlying software or technology accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. Customer shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the Platform or the underlying software or technology available outside the US.

15.11 US Government Rights. Each of the Documentation and software components that constitute the Platform is a “commercial item” as that term is defined at 48 C.F.R. § 2.101, consisting of “commercial computer software” and “commercial computer software documentation” as such terms are used in 48 C.F.R. § 12.212. Accordingly, if Customer is an agency of the US Government or any contractor therefor, Customer only receives those rights with respect to the Documentation and the Platform as are granted to all other end users, in accordance with (a) 48 C.F.R. § 227.7201 through 48 C.F.R. § 227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. § 12.212, with respect to all other US Government users and their contractors.

15.12 Equitable Relief. Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under Section 8 or, in the case of Customer, Section 2.3, would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other Party will be entitled to equitable relief, including a restraining order, an injunction, specific performance and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise.

**EXHIBIT B  
PRICING SHEET**

(Based on Quote 3377 dated February 26, 2026)

**Cost Summary**

*Software is licensed for use only by municipality identified on the cover page. If used for additional entities or agencies, please contact BS&A for appropriate pricing. Prices subject to change if the actual count is significantly different than the estimated count. Module fees are charged annually and include unlimited support.*

**Upgrade - Cloud Modules**

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**Financial Management**

GL-General Ledger	\$7,695.00
AP-Account Payable	\$6,320.00
PO-Purchase Order	\$6,190.00
CR-Cash Receipting	\$6,975.00
AR-Account Receivables	\$5,920.00
FA-Fixed Assets	\$5,790.00
IM-Inventory Management	\$6,055.00
Total	\$44,945.00

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**Personnel Management**

PR-Payroll	\$10,455.00
HR-Human Resources	\$7,305.00
TS-Timesheets	\$4,725.00
Total	\$22,485.00

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**Community Development**

BD-Building Department	\$12,515.00
Total	\$12,515.00

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**Utility Billing**

UB-Utility Billing	\$8,190.00
Total	\$8,190.00

<b>Property</b>	
ASG-Assessing	\$7,355.00
TX-Tax	\$5,035.00
DPP-Delinquent Personal Property	\$1,545.00
SPAS-Special Assessments	\$2,740.00
Total	\$16,675.00

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<b>Auxiliary</b>	
Cemetery Management <i>(to be implemented when available)</i>	\$4,925.00

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<b>Subtotal</b>	<b>\$109,735.00</b>
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**BS&A Online** - Fees for BS&A Online subscription services will be charged at the next renewal period.

Public Records Search + Online Bill Pay  
 With use of integrated Credit Card Processor

### Upgrade Implementation

**Services include:**

- Management of your upgrade by our dedicated upgrade team for a smooth shift from .NET to BS&A Cloud.
- Assigned Project Coordinator works with you to create a project schedule aligned with your processes and needs.
- How-to guides and select reference videos provided for your users to become familiar with relevant Cloud processes prior to your go-live.
- Preliminary conversion and validation performed by the Upgrade Team, validating data, balances, configurations, and related settings prior to your live upgrade.
- Final data extraction, upgrade and validation for your BS&A Cloud go-live.
- Module-specific data validation performed by domain experts in the dedicated Upgrade Team.
- Testing and implementation of existing customizations prior to go-live, preserving functionality and ensuring critical components are converted.
- Migration of key custom reports, enabling continuity in reporting for your municipality from .NET to Cloud.
- Automated configuration of users and security roles based on your prior setup in the .NET applications.
- Conversion of approval workflows based on role-specific security, maintaining established processes.
- Training for all primary users on global functions of BS&A Cloud, such as navigation, searching, and reporting.
- Module-specific training for users of your municipality in their primary daily activities in BS&A Cloud.
- As applicable, configuration of existing hardware (barcode scanners, etc) for seamless integration with BS&A Cloud.
- As needed, transition from .NET Online Payments to cloud architecture configuration for uninterrupted payment processing.
- Prioritized support by the dedicated Upgrade Team for two weeks following your go-live, leveraging BS&A's best in class support system for case visibility and seamless transition to BS&A Customer Support following the hypercare period.

**\$93,500.00**

## Cost Totals

Upgrade Modules – Annual Fee	Subtotal	\$109,735.00
Upgrade Implementation	Subtotal	\$93,500.00

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**Total Proposed** **\$203,235.00**

*Travel not expected for Upgrades. Any necessary travel to be billed at a per trip and/or per day cost.*

### Payment Schedule

- 1<sup>st</sup> Payment: **\$46,750** to be invoiced upon execution of this agreement.
- 2<sup>nd</sup> Payment: **\$109,735** to be invoiced upon the subscription start date for upgrade modules.
- 3<sup>rd</sup> Payment: **\$46,750** to be invoiced upon completion of upgrade implementation.

## Integrated Payments Addendum

This Addendum (“**Addendum**”) supplements the Customer Agreement entered into by and between BS&A Software, LLC (“**BS&A**”) and the (“**Customer**”) together with the BS&A Customer Terms and Conditions (collectively, the “**Agreement**”), effective on the date of the Customer signature.

Payment processing services accessible through an integration with BS&A’s platform are provided by BS&A’s designated payment processor, as BS&A may designate from time to time (“**Processor**”). As of the effective date of this Addendum, the Processor is Stripe, Inc. (“**Stripe**”). This Addendum will apply if Customer sets up an account with the Processor (with Stripe as processor, such account is referred to herein as the “**Stripe Connected Account**”), to receive payment processing services from Processor (“**Payment Processing Services**”) through such integration. Capitalized terms used but not defined here will have the meanings given to them in the Agreement or in the Stripe Agreements (defined below).

### 1. Payment Processing Services

**1.1 Processor Agreements.** As of the effective date of this Addendum, use of the Payment Processing Services is subject to the Stripe Connected Account Agreement, the Stripe Privacy Policy, and other terms and conditions of Stripe, as each may be updated or modified by Stripe from time to time (collectively, the “**Stripe Agreements**”). Customer may not use any Payment Processing Services until Customer agrees to the Stripe Agreements, and by agreeing to this Addendum, Customer expressly (a) accepts and agrees to the Stripe Agreements, and (b) authorizes BS&A to capture Customer’s electronic or digital acceptance of the Stripe Agreement and provide proof of such acceptance to Stripe as may be requested by Stripe. Customer understands that the Stripe Agreements are solely between Customer and Stripe, and the Payment Processing Services are provided solely by Stripe. BS&A is not a party to the Stripe Agreements, has no control over the Payment Processing Services and the Stripe Agreements, and will have no liability under the Stripe Agreements or in any way relating to the Payment Processing Services. Customer is responsible for checking for applicable updates to the Stripe Agreements from time to time, and any use by Customer of the Payment Processing Services following a change to the Stripe Agreements shall constitute acceptance of such change.

**1.2 Customer Information and onboarding.** Customer will follow the onboarding procedures and policies provided by BS&A and Stripe (as may be amended from time to time), and Customer will provide all requested information. All information provided by Customer to BS&A must be truthful and accurate. Customer acknowledges that Processor has the ultimate decision whether to approve Customer for the Payment Processing Services.

**1.3 Transaction Processing and Settlement.** Transactions are processed by Processor, not BS&A. Stripe (or its partner banks) will settle Transaction proceeds to Customer’s designated bank account in accordance with the Stripe Agreements. Customer acknowledges and agrees that its processed transactions may be deposited into a pooled account held for the benefit of Customer and other customers of BS&A held at any financial institution so that such funds may be combined and aggregated with other funds that are ultimately settled to Customer by such financial institution. Customer understands and agrees that BS&A does not process, receive, or hold Customer funds at any time and that BS&A is not a bank, money transmitter, or other money services business (as such terms are defined by the Bank Secrecy Act or any state law). To the extent BS&A is deemed to hold or receive funds (constructively or otherwise) of any customer of Customer at any point in time, Customer hereby irrevocably appoints BS&A as its non-fiduciary agent for the limited purpose of collecting, receiving, holding, and settling funds from Customer’s customer (the cardholder) on Customer’s behalf. In such

event, such funds shall be deemed received by Customer upon receipt by BS&A and shall satisfy the cardholder's obligation to Customer in connection with the transaction for the goods or services sold by Customer. If BS&A fails to remit such funds to Customer, Customer's sole recourse for such event is solely against BS&A and not against the cardholder or the cardholder's financial source.

**1.4 Data Usage and Sharing.** Customer authorizes BS&A to (a) access and receive data relating to Customer's Stripe Connected Account (as such term is defined in the Stripe Agreements), including transaction and usage data and other data about the Stripe Connected Account; (b) share data regarding the Stripe Connected Account, related activity and other Customer data with Stripe in connection with the Payment Processing Services; and (c) issue instructions to Stripe regarding Transactions and funds processed by Stripe. Customer agrees to complete and submit any additional authorization forms or other such documentation as requested by BS&A or Stripe.

## **2. Payment Terms**

**2.1 Fees.** The fees for the Payment Processing Services will be as set forth in Schedule A of this Addendum and will be automatically debited by BS&A via ACH from the depository account designated by Customer that is on file with BS&A ("**Customer Account**"). Customer hereby authorizes BS&A, Processor, their financial institutions and any of their assignees to collect amounts owed under this Addendum (including, but not limited to, the fees for the Payment Processing Services set forth on Schedule A and any liabilities arising under this Addendum) by debiting funds from the Customer Account ("**ACH Debit Authorization**"). All payments are non-refundable. If Customer fails to make any payment when due (or any ACH Debit of the Customer Account is returned or rejected for any reason), late charges will accrue as permitted pursuant to Section 7.1 of the Agreement. For clarity, any fees or payment terms that may be posted on Stripe's website for Stripe's direct customers are not applicable. All fees are exclusive of any applicable taxes, unless otherwise provided. Customer agrees that all ACH transactions authorized pursuant to this authorization comply with all applicable laws and with the Network Rules (including the Nacha Operating Rules). Notwithstanding anything to the contrary in the Agreement, fees for the Payment Processing Services can be amended upon thirty days notice to Customer.

**2.2 Disputes.** If Customer believes that there is an error in any statement provided by BS&A or any information reported by BS&A regarding a Transaction, or any error made in the amount of a payment or settlement, Customer must notify BS&A within thirty (30) days of Customer's receipt of the statement or payment containing the error or it will waive such claim.

**2.3 Tax Reporting.** BS&A may send documents to Customer and the Internal Revenue Service (IRS) or other tax authority for Transactions processed using the Payment Processing Services. BS&A may have tax reporting responsibilities in connection with the Payment Processing Services such as an Internal Revenue Service report on Form 1099-K (which reports Customer's gross transaction amounts each calendar year to the IRS), or state or other taxing authority requirements. Customer acknowledges that BS&A or Stripe (as determined in their sole discretion) will report the total amount of transactions received by Customer in connection with the Payment Processing Services each calendar year as required by the taxing authorities. Customer will cooperate with BS&A and Stripe in providing accurate and complete tax reporting information, including any other information that may be required by the taxing authorities to fulfil tax reporting described herein. Customer represents and warrants that all information that it submits for tax reporting purposes is complete and accurate to the best of its knowledge, and that BS&A and Stripe may rely on all such information submitted by Customer. Customer agrees that neither Stripe nor BS&A will be liable for any penalty or other damages stemming from any 1099-K form that is issued incorrectly if it comports with the information provided by

Customer, and neither Stripe nor BS&A will have any obligation to verify the legal name or tax ID number for reporting purposes. Customer understands and agrees that BS&A and Stripe may submit tax reporting information exactly as provided by Customer. Notwithstanding the foregoing, BS&A or Stripe may in their sole discretion investigate or validate any tax reporting information or other information submitted by Customer.

**2.4 Electronic Delivery of Tax Documents.** In connection with the tax reporting activities described above, Customer may elect to receive electronic delivery of the referenced tax-related documents from BS&A or Stripe, including through BS&A's platform or another online portal whereby Customer can access and download the applicable statements. If Customer elects to receive tax documents electronically, it will provide such consent by clicking an "I Accept" or similar button or checking a box captioned with acceptance and consent language ("**Tax E-Delivery Consent**"). The Tax E-Delivery Consent will remain in effect until withdrawn by Customer. The Tax E-Delivery Consent may be printed or downloaded. If Customer does not specifically consent to the electronic delivery of tax-related documents, Customer will receive paper copies of all required tax-related documents, including Form 1099-K. BS&A or Stripe will notify Customer once the applicable tax forms become available via the email address BS&A has on file for Customer.

### **3. Compliance**

**3.1 Laws and Rules.** Customer agrees to comply at all times with all applicable laws and regulations as well as the rules and regulations of all applicable payment networks ("**Network Rules**"), including industry standards such as the Payment Card Industry Data Security Standards ("**PCI-DSS**"). Additional data protection standards and policies which Customer must comply with are set forth in the Stripe Agreements. Furthermore, Customer acknowledges and agrees that it is fully responsible for all acts and omissions of its employees, contractors, and agents and will ensure their compliance with all laws and Network Rules as well as Customer's other obligations under this Addendum and the Stripe Agreements.

**3.2 Customer's Business.** Customer understands that any transactions involving Customer's goods or services which are processed through the Payment Processing Services pursuant to this Addendum ("**Transactions**") are between Customer and its customer (the cardholder), and any issues relating to a Transaction are solely between Customer and the cardholder. Customer is solely responsible for all liabilities associated with Customer's payment processing activity and use of the Payment Processing Services, including without limitation with respect to chargebacks, refunds, identity theft, fraud and any assessments or fees imposed by Stripe, a sponsor bank, the card networks or any third party. Customer is responsible for determining what, if any, taxes apply to the goods and services Customer provides to its cardholders and the payments Customer makes or receives, and it is Customer's responsibility to collect, report and remit the correct tax to the appropriate tax authority. Customer will comply with any and all applicable tax laws, including those in connection with Transactions.

**3.3 Prohibited Activities.** Customer will not use the Stripe Connected Account for any activity prohibited by Stripe, including but not limited to those activities listed in the section of Stripe Services Agreement titled "Services Restrictions" or those activities listed in the [Stripe Restricted Businesses List](#). Customer shall not use the Payment Processing Services to conduct a Restricted Business or transact with a Restricted Business. Customer may not use the Payment Processing Services in breach of the Connected Account Agreement or for any activity that applicable law or the Stripe Agreements prohibit.

**3.4 Fraud Monitoring.** BS&A and Stripe may monitor Transactions for the purpose of determining fraudulent activity and whether Customer is in good standing. Such monitoring if conducted, will be for the benefit of BS&A and/or Stripe only. BS&A does not have any obligation to monitor Transactions on

Customer's behalf. Based on BS&A's methods, which are subject to change without notice, BS&A may decide to suspend Customer's access to the Payment Processing Services, or in other ways limit Customer's privileges to the extent BS&A deems necessary or useful to prevent fraud or losses. Without limiting the foregoing, BS&A may delay, in its sole discretion, or at the direction of Stripe sending instructions on Customer's behalf if BS&A reasonably believes that Customer's instructions may involve fraud or misconduct, or violate applicable law, rule, regulation, order, this Addendum, or other applicable BS&A or Stripe policies, as determined by BS&A or Stripe in their sole and absolute discretion.

**3.5 Cardholder Fee Programs.** If Customer elects to impose a fee on cardholders with respect to Transactions (including a surcharge for credit cards, a convenience fee, service fee or other similar type of fee) or implement a discount based on the type of payment method used for a Transaction (including cash, check, or ACH) (collectively, "**Cardholder Fee Program**"), Customer must first seek approval from BS&A. Customer is solely responsible for its compliance with all applicable Network Rules and all present and future federal and state laws and regulations relating to any such Cardholder Fee Program and any required consumer disclosures related thereto. Although BS&A may, in its discretion, assist Customer with disclosures and practices relating to such Cardholder Fee Programs, BS&A's provision or approval of any materials or practices shall not be deemed a confirmation that such materials or practices comply with the Network Rules or applicable law and shall not in any way relieve Customer from its responsibility to ensure that all program materials and practices comply with the Network Rules and applicable law. Customer must provide BS&A with at least at thirty (30) days prior written notice before implementing (or announcing publicly that it intends to implement) any Cardholder Fee Program that would be considered a surcharge program under the Network Rules.

#### **4. Chargebacks**

**4.1 Chargebacks.** If BS&A determines in its sole discretion that Customer is incurring excessive chargebacks, BS&A may establish controls or conditions governing Customer's use of the Payment Processing Services, including without limitation, by (a) establishing new fees, (b) instructing Stripe to require a reserve, (c) instruct Stripe to delay payouts, and/or (d) terminating this Addendum and access to the Payment Processing Services. Notwithstanding anything to the contrary herein, for any Transaction that results in a chargeback, BS&A may direct the withholding of the chargeback amount and any associated fees. Customer authorizes BS&A to deduct or debit the amount of any chargeback and any associated fees, fines, or penalties assessed by a third party, from Customer's Account or offset from any amounts otherwise due to Customer. Further, if BS&A reasonably believes that a chargeback is likely with respect to any Transaction, BS&A may instruct Stripe to withhold the amount of the potential chargeback from payments otherwise due to Customer until such time that: (a) a chargeback is assessed, in which case BS&A will retain the funds; (b) the period of time under applicable law or Rule by which the cardholder may dispute the Transaction has expired; or (c) BS&A determines that a chargeback on the Transaction will not occur, in which case BS&A will instruct the release of the withheld funds to Customer. If BS&A is unable to recover funds related to a chargeback for which Customer is liable, BS&A may set off or debit Customer's Account for the full amount of the applicable chargeback, or, if BS&A is unable to do so, Customer shall pay BS&A the amount of such chargeback and any associated fees, fines or penalties immediately upon demand. Customer will pay all costs and expenses, including without limitation attorneys' fees, other legal expenses, and handling fees incurred by or on behalf of BS&A in connection with the collection of all chargebacks. This section will survive termination of this Addendum. Additional chargeback terms and requirements are set forth in the Stripe Agreements.

**4.2 Investigations.** BS&A is not obligated to intervene in any dispute arising between Customer and cardholders. Notwithstanding anything to the contrary herein, if BS&A needs to conduct an investigation or resolve any pending dispute related to chargebacks or Transactions, Customer will assist BS&A when requested, at Customer's expense, to investigate such Transactions. Customer will timely submit all applicable information, documentation, or evidence related to such chargeback to BS&A, within the timeframe instructed by BS&A, necessary for BS&A to meet card network timelines for submitting evidence and responding to a chargeback. Customer authorizes BS&A to share information about a chargeback with the cardholder, the cardholder's financial institution and Customer's financial institution in order to investigate or mediate a chargeback. BS&A will request necessary information from Customer to contest the chargeback. If a chargeback dispute is not resolved in Customer's favor by the card network or issuing bank or Customer chooses not to contest the chargeback, BS&A may recover the chargeback amount and any associated fees. Customer acknowledges that its failure to assist BS&A in a timely manner when investigating a Transaction, including providing necessary documentation within the time period specified in BS&A's request, may result in an irreversible chargeback. BS&A will charge a fee as set forth in the applicable price schedule for mediating or investigating chargeback disputes, in addition to any other chargeback fees set forth in this Addendum or the Agreement, if applicable. BS&A reserves the right to change such fee at any time. If BS&A reasonably suspects that the Customer's access to the BS&A platform or Payment Processing Services has been used for an unauthorized, illegal, or criminal purpose, Customer gives BS&A express authorization to (but understands that BS&A is not obligated to) share information about Customer and any Transactions with law enforcement.

## **5. Liability**

### **5.1 Indemnification.**

**5.1.1** Customer accepts and acknowledges responsibility for any and all losses, damages, claims assessments, chargebacks, fees, and other amounts incurred arising out of or in any way related to: (a) Customer's breach of any of its representations, warranties or covenants in this Addendum; (b) the Stripe Agreements or Customer's use of the Payment Processing Services, including all activity on Customer's Stripe account; (c) Customer's violation or non-compliance with any applicable law, rule, regulation, order, or Network Rules (including non-compliance of PCI-DSS); (d) all Merchant Losses (as defined in the Stripe Agreements); (e) Customer's implementation of a Cardholder Fee Program; and (f) Customer's gross negligence or willful misconduct.

**5.1.2** In addition to the indemnification obligations under the Agreement, BS&A will indemnify and hold harmless Customer and its officers, affiliates, and representatives from and against any and all losses, damages, claims, and other amounts incurred resulting from third party claims to the extent directly and solely arising out of: (a) BS&A's breach of any of its representations, warranties or covenants in this Addendum; (b) BS&A's violation or non-compliance with any applicable law, rule, regulation, or order; and (c) BS&A's gross negligence or willful misconduct.

**5.2 Limitation of Liability.** TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL BS&A, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, OR AGENTS, BE LIABLE TO CUSTOMER OR ANY OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL OR EXEMPLARY DAMAGES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT BS&A IS ADVISED OF THE POSSIBILITY OF SUCH

DAMAGES. EXCEPT FOR BS&A'S INDEMNITY OBLIGATIONS SET FORTH IN SECTION 5.1.2, TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL BS&A'S TOTAL CUMULATIVE LIABILITY ARISING OUT OF OR RELATED TO THIS ADDENDUM EXCEED IN THE AGGREGATE THE TOTAL FEES CUSTOMER PAID TO BS&A UNDER THIS ADDENDUM IN THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE LIABILITY. THE EXISTENCE OF MULTIPLE CLAIMS WILL NOT ENLARGE THIS LIMIT. BS&A'S LIABILITY IN CONNECTION WITH ITS INDEMNITY OBLIGATIONS SET FORTH IN SECTION 5.1.2, SHALL NOT EXCEED IN THE AGGREGATE THE TOTAL FEES CUSTOMER PAID TO BS&A UNDER THIS ADDENDUM IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE LIABILITY. FOR THE AVOIDANCE OF DOUBT, CUSTOMER AGREES AND ACKNOWLEDGES THAT ANY ASSESSMENT, FINE, PENALTY, FEE, OR OTHERWISE IMPOSED BY STRIPE, A BANK, A CARD NETWORK OR A GOVERNMENT AGENCY OR REGULATOR WILL BE DEEMED TO BE A DIRECT DAMAGE AND NOT INDIRECT, CONSEQUENTIAL, OR INCIDENTAL.

**5.3 Force Majeure.** BS&A is not responsible for any delay or failure in performing its obligations under this Addendum, in whole or in part, for any cause or circumstance outside its reasonable control, including, without limitation: fires, floods, storms, earthquakes, civil disturbances, disruption of telecommunications, pandemics, transportation, utilities, services or supplies, governmental action, computer viruses, corruption of data, failures of Processor or other third party provider, DDoS or other computer attacks, incompatible or defective equipment, software, or services, or otherwise.

## **6. Term and Termination**

**6.1 Term.** This Addendum will be effective on the date that BS&A approves Customer for the Payment Processing Services and will continue for one (1) year ("**Initial Term**") unless earlier terminated in accordance with this section. This Addendum will automatically renew for consecutive one (1)-year renewal terms (each a "**Renewal Term**" and together with the Initial Term, the "**Term**") unless either party gives the other party written notice of non-renewal no less than sixty (60) days before the end of the then-current Term.

**6.2 Termination.** This Addendum will automatically terminate upon termination of the Agreement.

**6.3 Termination by BS&A.** In addition to the termination rights set forth under the Agreement, BS&A will have the right to terminate this Addendum immediately, with or without notice, for: (a) Customer breaches any provision of this Addendum or any Stripe Agreements; (b) Customer or its employees and agents use the Payment Processing Services in a manner inconsistent with the intended purpose; (c) Customer or its employees and agents violate any applicable laws or Network Rules; or (d) BS&A is required to terminate this Addendum by Stripe, government agency, payment network, or other regulator. BS&A will not be liable to Customer or other third party for termination of the Payment Processing Services for any reason. Upon the termination of the Stripe Agreements or the Customer's Stripe Connected Account for any reason, this Addendum will automatically terminate.

**6.4 Effect of Termination.** The termination of this Addendum will not affect any of BS&A's rights or Customer's obligations arising under this Addendum. After termination of this Addendum and/or Customer's Stripe account, Customer shall continue to be liable for all chargebacks, refunds, fees, card network liabilities, credits, and adjustments resulting from or relating to Transactions processed pursuant to this Addendum. The termination of Customer's access to Payment Processing Services will be effective immediately. Customer authorizes BS&A to notify Stripe of any termination of this Addendum; however, Customer is responsible to manually close its Stripe Connected Account separately in accordance with Stripe procedures.

**7. General**

**7.1 Precedence.** Any inconsistency, conflict, or ambiguity between these Addendum and the Agreement will be resolved by giving precedence and effect to this Addendum, but only to the extent of the inconsistency, conflict, or ambiguity. Other than as expressly amended by this Addendum, all other provisions of the Agreement will remain in full force and effect.

**7.2 Amendments.** Except as set forth below in this section, this Addendum may only be amended with the written consent of both parties. Notwithstanding the foregoing, BS&A reserves the right to amend this Addendum without the consent of Customer if such amendment is required to comply with applicable laws, Network Rules or the directives of the Processor or any payment network. BS&A will use reasonable efforts to give Customer thirty (30) days’ prior notice of any such amendment. Additionally, during the Term and upon at least 30 days’ prior written notice, BS&A may amend this Addendum to pass through increases in third party costs and fees, including but not limited to fees and assessments charged by Stripe, payment networks, or BS&A’s vendors and service providers. BS&A may amend this Agreement other than as indicated herein, including applicable fees and rates, no less than ninety (90) days before the end of the then-current Term.

**7.3 Dispute Resolution.** The dispute resolution provisions of the Agreement, including the choice of law and venue will apply to any and all disputes or claims arising under this Addendum.

**7.4 Counterparts.** This Addendum may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. An electronic signature shall be accepted as an original for all purposes. This Addendum may be executed and delivered by electronic means (including click-to-accept) and the parties agree that such electronic execution and delivery will have the same force and effect as delivery of an original document with original signatures, and that each party may use such electronic signatures as evidence of the execution and delivery of this Addendum to the same extent that an original signature could be used.

Customer	BS&A
Signature: _____	Signature: _____
Name:	Name:
Title:	Title:
Date:	Date:

## Tax E-Delivery Consent

Please read this information carefully and print or download a copy for your files.

### Consent to Electronic Delivery of Tax-Related Documents

By executing the Addendum or otherwise accepting this Tax E-Delivery Consent (“**Consent**”), you acknowledge that you have read and understand the terms of this Consent, and you affirmatively elect and consent to receive tax-related documents in connection with the Payment Processing Services (“**Tax Documents**”), including but not limited to IRS Form 1099-K, via electronic delivery.

This Tax E-Delivery Consent (“**Consent**”) is effective until withdrawn in the manner described below. You understand you will **NOT** receive hard (paper) copies of Tax Documents unless and until such withdrawal.

This is your copy of the Consent. Please print, download, and save a copy of this Consent for your records.

### Electronic Delivery

You agree that BS&A may deliver Tax Documents to you in any of the following ways:

- (a) via email at the email address BS&A has on file for you; and/or
- (b) via an online interface which allows you to view and download the Tax Documents. For example, such interface may be provided through your account or profile on the BS&A services, if applicable. If Tax Documents are provided via the BS&A services or other online interface, BS&A (or its processor or service provider, as applicable) will notify you via email once each Tax Document becomes available.

### Additional or Substitute Paper Copies

In addition to obtaining electronic copies, you may also request paper copies of your Tax Documents by contacting BS&A at the contact information provided below. Note that requesting a paper copy of Tax Documents will be considered a one-time request and will not be considered a withdrawal of this Consent. You must formally withdraw this Consent in the manner described below to begin regularly receiving paper copies of Tax Documents on a going-forward basis.

For information that is required by law to be sent to you, including Form 1099-K and other Tax Documents, as applicable, if BS&A receives notice that an email is undeliverable due to an incorrect or inoperable email address, or if BS&A is otherwise unable to deliver your Tax Documents via electronic means, BS&A will attempt to send such information via U.S. Postal Service to the mailing address BS&A has on file for you.

### Notification of Change of Tax Information or Email

You must notify BS&A promptly if your email address used to receive Tax Documents, notifications, or other account information changes. You must also notify BS&A promptly of any relevant change in your information as it appears on your Form W-9, including your name, address, or taxpayer identification number. BS&A must have such information exactly as it appears on your Form W-9 in order to properly fill out and issue your Form 1099-K.

By agreeing to this Consent, you agree to notify BS&A promptly of any such change, by contacting BS&A by mail or email at the contact information provided below

**Withdrawal or Termination this Consent**

You may withdraw this Consent at any time by providing written notice of withdrawal to BS&A by mail or email at the contact information provided below. In each case, you must state that you are withdrawing consent to paperless delivery of tax-related documents, and you must provide your name and taxpayer identification number exactly as they appear on your IRS Form W-9.

You understand that withdrawal of this Consent is prospective only; withdrawal ensures that future Tax Documents will be delivered to you in paper, but does not apply to any Tax Document that has already been furnished to you electronically. BS&A may take up to 10 business days after receipt of your withdrawal to process your request.

In addition, BS&A reserves the right to terminate this Consent and stop electronic delivery of Tax Documents at any time by giving notice to you. If BS&A does so, BS&A will send future Tax Documents as paper copies, via mail.

**System Requirements**

To access Tax Documents electronically, you need a computer system or mobile device that, at minimum, has the following features and capabilities:

- internet access;
- browser software (at least 128-bit encryption, JavaScript enabled);
- application that can read and display PDF files;
- sufficient hardware necessary to support the above features, including sufficient storage to download and retails files to keep a copy for your records; and
- printer (if you want to print a hard copy).

By agreeing to this Consent you certify that your computer system or mobile device meets these hardware and software requirements.

**Contact BS&A**

You may contact BS&A by mail or email to update your Form W-9 information or to withdraw this Consent at:

BS&A Software, LLC

- 14965 Abbey Ln, Bath Twp, MI 48808
- payments@bsasoftware.com

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

Name:

Title:

Date:

**Schedule A – Payment Processing Services & Fees**

Service	Fee
Payment Processing Implementation	\$0
Monthly Account Fee	\$0
Gateway	\$0
PCI DSS	\$0
Tokenization	\$0
Chargeback / Dispute Management	\$0
Real-Time ACH Validation	\$0
Real-Time Transaction Fraud & Risk Monitoring	\$0
Text – to – Pay	\$0
IVR	\$0

Credit Card – Visa, Mastercard, Discover, American Express – Pass-Through to Payor		
Online, Text, IVR, Counter	Percentage	Per Transaction
Utility Billing	2.80%	\$0.35
Tax	2.80%	\$0.35
Misc.	2.80%	\$0.35

Credit Card – Visa, Mastercard, Discover, American Express – Absorbed by Municipality		
Online, Text, IVR, Counter	Percentage	Per Transaction
Utility Billing	2.80%	\$0.50
Tax	2.80%	\$0.50
Misc.	2.80%	\$0.50

ACH – Pass-Through to Payor	
Transaction Amount	Fee per Transaction
\$0 - \$1,000 +	\$3.00

ACH – Absorbed by Municipality	
Transaction Amount	Fee per Transaction
\$0 - \$1,000	\$1.50
\$1,000 - \$5,000	\$3.00
\$5,000 +	\$6.00

Item	Price	Quantity	Total
Stripe S710 Terminal and Dock	\$365.00		\$
Stripe S710 Terminal	\$300.00		\$
Stripe S710 Dock	\$65.00		\$
Stripe S710 Hub	\$50.00		\$
Stripe S710 Case	\$35.00		\$

Payment Type	Accept Payments Using This Method
Online with BS&A Online	
Text-to-Pay	
IVR Phone Payments	
Counter with Cash Receipting	

Type	Pass Through to Payor	Absorbed by Municipality
Credit Card Fees - Online		
Credit Card Fees - Text		
Credit Card Fees - IVR		
Credit Card Fees - Counter		
ACH Fees - Online		
ACH Fees - Text		
ACH Fees - IVR		

# City of Marquette, MI

300 West Baraga Ave  
Marquette, Michigan 49855

Monday, June 8, 2026

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## Consent Agenda

### **License to Use Municipal Property at 100 Hawley Street**

#### **BACKGROUND:**

Chip Properties, LLC has applied for a license on behalf of The Residences at North Harbor Condominium Association for a license to place landscaping (trees and shrubs as shown on the Exhibit in the application and signed agreement), and to maintain the landscaping materials installed on the property in perpetuity. Chip Properties, LLC is the developer of the condominium project. The Condominium Association is responsible for maintaining the common elements on the property adjacent to 100 Hawley Street on the north and west within the condominium project.

#### **FISCAL EFFECT:**

None.

#### **RECOMMENDATION:**

Approve the request, and authorize the Mayor and Clerk to sign the License Agreement.

#### **ALTERNATIVES:**

As determined by the Commission.

#### **ATTACHMENTS:**

1. 01-PRU-06-26 application\_landscaping 2401 N LSE
2. 01-PRU-06-26 Staff Comments Form
3. Grant of License and Exhibit

Mail to:  
Municipal Service Center  
Community Development Office  
1100 Wright St.  
Marquette, MI 49855

**CITY OF MARQUETTE**  
**APPLICATION FOR LICENSE/EASEMENT**  
**ON CITY-OWNED PROPERTY**



**CITY STAFF USE**

Date Submitted: B-12-26 Parcel ID#: 0510891 File #: 01-PRU-06-26  
Property Address/Location: 2401 Lakeshore Blvd. / 100 Hawley St./0510830  
Adequate Graphic Image or Legal Description Submitted: Y / N  
Receipt #: 537492 Check #: 1244 Received by and date: AC 5-12-26

**FEE \$475 (We can only accept Cash or Check (written to the City of Marquette))**

**INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED, ALL OF THE INFORMATION  
REQUIRED IS PRESENT AT THE TIME OF THE APPLICATION - NO EXCEPTIONS!**

If you have any questions, please call 228-0425 or e-mail [dstensaas@marquettemi.gov](mailto:dstensaas@marquettemi.gov).

**ADDRESS INFORMATION**

Please state the relevant street address of the property/location nearest, or associated, with the requested license/easement: 2401 N. Lakeshore Blvd.- adjacent to 100 Hawley St. (City parcel)

**APPLICANT/REP CONTACT INFORMATION and LEGAL NAME OF PROPERTY OWNER**

**\* PROPERTY OWNER - PLEASE USE EXACT LEGAL NAME STATED ON TAX FORMS**

APPLICANT or REPRESENTATIVE	* NAME(S) ON PROPERTY DEED
Name: <u>Chip Properties LLC</u>	Name(s): <u>Chip Properties LLC</u>
Address: <u>280 Mill St. Suite B</u>	<u>dba The Residences at North Harbor</u>
City: <u>Rochester</u>	Address: <u>2401 Lakeshore Blvd.</u>
State, Zip: <u>MI, 48307</u>	City, State, Zip: <u>Marquette, MI 49855</u>
Phone #: <u>248-656-2880</u>	Phone #: <u>248-656-2880</u>
Email: <u>john@sabre.gr.com</u>	Email: <u>john@sabre.gr.com</u>

**PROJECT DESCRIPTION**

Briefly describe the reason or necessity for the requested license/easement for use of the City property:

Landscaping on 100 Hawley St. - city parcel adjacent to 2401 Lakeshore Blvd.

**LEGAL or GRAPHIC LOCATION DESCRIPTION**

A graphic image of the approximate requested license area and/or a surveyed legal description from survey documents is required. Please submit an attachment that clearly shows where the Licensed item is intended to be located, in addition to a legal description if that is available. City staff can provide an aerial photo of the subject property/area to assist with creating a graphic location description/exhibit for the application. Please state what is being submitted:

legal description attached  
\_\_\_\_\_  
\_\_\_\_\_

**ATTACHMENTS**


You may attach sketches, maps, photos, or other items that may help to illustrate/visualize your request. Community Development staff will attach a photo/map of the area. Please list attachments, aside from the legal/graphic description:

Landscaping plan attached.  
\_\_\_\_\_  
\_\_\_\_\_

**SIGNATURE**

**of Property Owner or corporation/organization President, CEO, CFO, other officer**

I, the undersigned Property Owner or Corporation/organization President or CEO, understand that this application itself is not considered an approval and only the Marquette City Commission has the authority to grant an approval for a license/easement for use of property owned by the City of Marquette.

Signature:  Date: 5/7/26

Printed Name: John M. Foster, Member

**EXHIBIT A**  
**Legal Description**

**PARCEL 'A' LEGAL DESCRIPTION**

Part of Government Lot 5, Section 11, Township 48 North, Range 25 West, City of Marquette, Marquette County, Michigan more fully described as Commencing at the West 1/4 Corner of Section 11; thence S89°42'51"E, 1297.71' along the East-West 1/4 line to the 1/16 corner; thence S89°48'20"E, 1297.27' along the East-West 1/4 line to the Center 1/4 corner; thence N00°00'18"W, 255.89' along the West line of Government Lot 5 and the North-South 1/4 line to the Easterly Right-of-Way (R/W) line of an abandoned Railroad (50' R/W); thence continuing N00°00'18"W, 102.90' along the North-South 1/4 line to the POINT OF BEGINNING; thence continuing N00°00'18"W, 604.47' along the North-South 1/4 line; thence N88°04'31"E, 465.24' to the Westerly R/W line of Lakeshore Boulevard (Variable Width R/W); thence along said Lakeshore Boulevard R/W line the following five courses: 1) S04°19'30"W, 213.91' to a Point of Curvature (P.C.), 2) Southwesterly, 234.27' on the arc of a 3059.08' radius curve to the left, delta angle of 04°23'16" and a chord bearing S02°07'52"W, 234.22', 3) N89°48'31"W, 2.19', 4) S00°18'00"W, 413.62', 5) S25°10'52"W, 21.39'; thence N89°48'20"W, 100.39'; thence S00°11'29"W, 74.50' to the Northerly R/W line of Hawley Street (Variable Width R/W); thence S89°45'29"W, 253.24' along said Hawley Street R/W line; thence Northwesterly 344.01' on the arc of a 1487.62' radius curve to the left, delta angle 13°14'59" and a chord bearing N12°14'08"W, 343.25' to the POINT OF BEGINNING. Containing 9.1 Acres.

**PARCEL 'B' LEGAL DESCRIPTION**

Part of Government Lot 5, Section 11, Township 48 North, Range 25 West, City of Marquette, Marquette County, Michigan more fully described as Commencing at the West 1/4 Corner of Section 11; thence S89°42'51"E, 1297.71' along the East-West 1/4 line to the 1/16 corner; thence S89°48'20"E, 1297.27' along the East-West 1/4 line to the Center 1/4 corner; thence S89°48'31"E, 542.15' along said East-West 1/4 line to the Easterly Right-of-Way (R/W) line of Lakeshore Boulevard (Variable Width R/W); thence N05°07'14"W, 270.64' along said Easterly R/W line to a Point of Curvature (P.C.); thence Northwesterly 263.92' on the arc of a 2993.08' radius curve to the right, delta angle of 05°03'08" and a chord bearing N02°35'40"W, 263.83'; thence S89°48'31"E approximately 79' to the waters edge of Lake Superior (May 2019); thence Southerly approximately 532' along the waters edge of Lake Superior to a point that is S89°48'31"E approximately 38' from the POINT OF BEGINNING; thence N89°48'31"W, approximately 38' to the POINT OF BEGINNING.



File #: \_\_\_\_\_

Parcel ID#: \_\_\_\_\_

**STAFF REVIEW**

**Please fill out the form within 48 hours of receiving it.**

<u>Reviewing Department</u>	<u>Recommend Approval</u>	<u>Comments</u>
<b>Community Development</b> Date Received: _____ _____		
<b>Treasurer</b> Date Received: _____ _____		
<b>Police</b> Date Received: _____ _____		
<b>Engineering</b> Date Received: _____ _____		
<b>DPW</b> Date Received: _____ _____		
<b>Fire</b> Date Received: _____ _____		
<b>Parks and Recreation</b> Date Received: _____ _____		

## GRANT OF LICENSE

THE CITY OF MARQUETTE, a municipal corporation of 300 W. Baraga Ave., Marquette, MI 49855, ("City"), and The Residences at North Harbor Condominium Association, of 280 Mill Street, Suite B, Rochester, MI 48307, "North Harbor," enter into this agreement on \_\_\_\_\_, 2026, subject to the following conditions:

1. Background. The City owns the Hawley Street right-of-way, in the City of Marquette, and State of Michigan. North Harbor desires to construct install landscaping ("Landscaping") within the right-of-way as to the specification of and as identified in Exhibit A attached hereto.
2. Grant of the license. In consideration of \$475.00, the City grants to North Harbor the right to construct and maintain the Landscaping on the real estate and to the specifications set forth in Exhibit A.
3. Construction and Maintenance. North Harbor shall, at all times while this License is in effect, maintain the Landscaping in good repair. North Harbor shall be responsible for all fees and expenses related to the construction and maintenance of the Landscaping and real estate described in Exhibit A.
4. Use. The right to use the real estate described in Exhibit A is not exclusive, however as long as this License is in effect, the City shall not permit any use contrary to the Landscaping except as may be necessary to install, repair, remove or replace utilities. In the event the City repairs, removes or replaces utilities or performs street work, North Harbor shall be responsible for any removal of, repair to or replacement of the Landscaping in connection with such work. North Harbor shall not use the real estate for any purpose except as specifically allowed within this agreement, and shall not alter, injure or damage the City's real estate.
5. Reimbursement for damages. North Harbor shall reimburse the City for any physical damages to the City's real estate caused by North Harbor's use on the real estate. North Harbor shall indemnify, defend and hold harmless the City from and against any demand, claim, action or cause of action, assessment, loss, damage, liability cost and/or expense, including but not limited to, interest, penalties, consultants fees and expenses, and attorneys' fees and expenses, asserted against, imposed upon or incurred by the City due solely to North Harbor's use. North Harbor's obligations under this provision shall not extend to claims, losses, expenses or damages arising out of or in any way attributable to the negligence of the City or its agents, consultants, or employees. North Harbor reserves the right to control the defense and settlement of any claim for which North Harbor has an obligation to indemnify hereunder.
6. Revocation. This License may be revoked by either party at any time by providing at least 180 days' written notice of termination to the other party. On the termination date, all rights and obligations of the parties shall cease and on or before the termination date, North Harbor shall remove the Landscaping from the real estate, at its own expense. North Harbor shall not be entitled to a reimbursement for any portion of the fee previously paid to the City.
7. Personal Interest. The rights granted herein are personal to North Harbor, and terminate upon the transfer of ownership of North Harbor's premises.
8. Entire Agreement. This Grant of License constitutes the entire agreement between the parties.



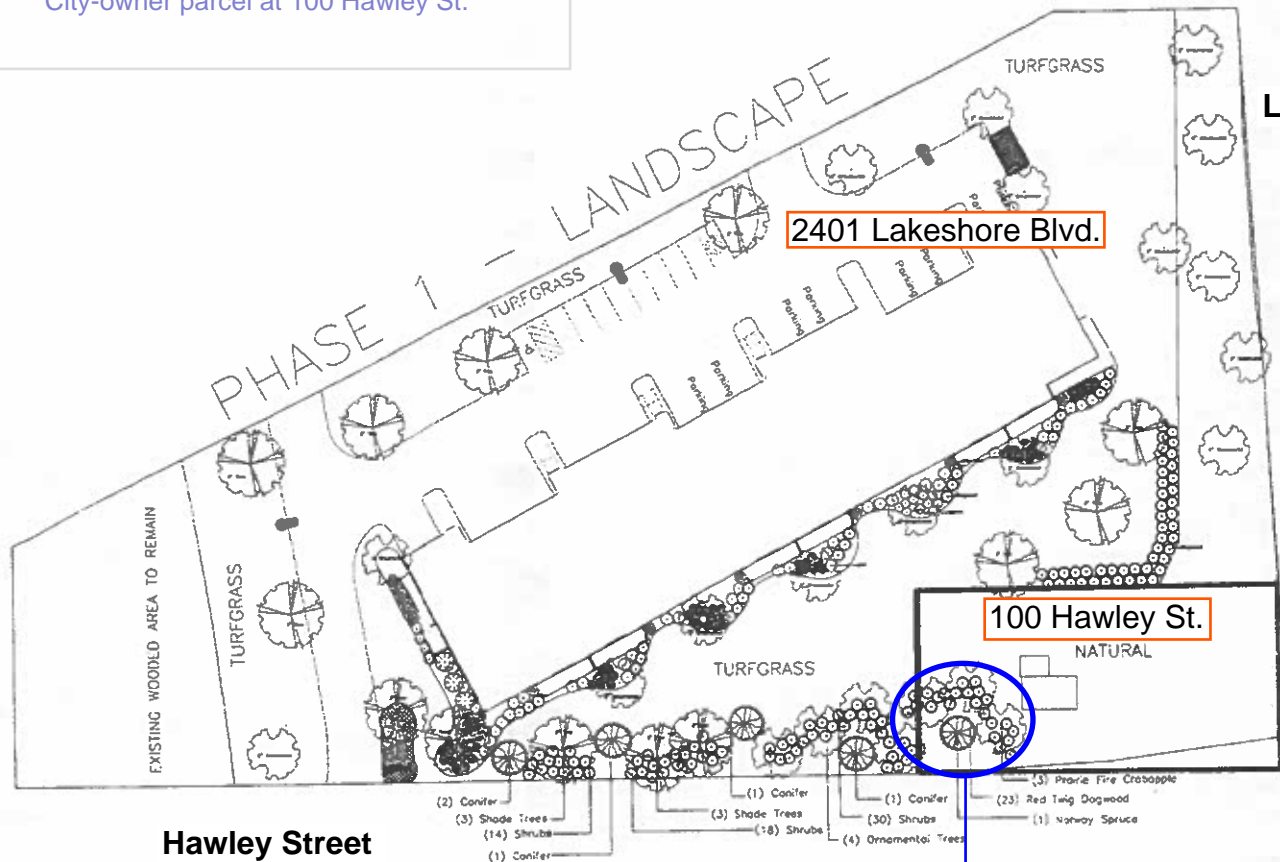
# EXHIBIT A

01-PRU-06-26

2401 Lakeshore Boulevard

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Landscaping planting and maintenance on adjacent City-owner parcel at 100 Hawley St.



Lakeshore Blvd.

FRONTAGE LANDSCAPING: HAWLEY ST.  
 REQUIRED: 7 TREES, 3 ORNAMENTAL TREES, 66 SHRUBS  
 PROPOSED: 13 TREES, 4 ORNAMENTAL TREES, 62 SHRUBS

## PLANT SCHEDULE

TREES	QTY	BOTANICAL / COMMON NAME	CONT
	13	Acer / Armstrong	3"
	12	Malus Pyramidalis	2"
	5	NORWAY SPRUCE	6"
	15	Thuja B. 'Emerald Green'	5-6'
	3	Cercocarpus - 'Lined Spr.'	2"
	35	Taxus m. 'canadensis'	5g
	129	Cornus - red twig	5g
	12	Viburnum	5g
	15	Wandermuschel - 'Candy Coral'	3g
	15	Knockout shrub rose	3g
	26	Hemerocallis 'Star of Fire'	1g
	81	Spirea to summit	3g
	20	Vince Miller	24C
	5	Norway Spruce	6"

The licensed area is that which the proposed landscaping shown above will occupy on the 100 Hawley St. municipal parcel, shown above within the area bounded by the blue oval. This area will be planted with the tree and shrub species shown - 1 Norway Spruce, 3 native Crab Apple, and 23 Red Osier Dogwood shrubs. The applicant is proposing to remove existing immature trees and volunteer plants and replant it as shown, and also maintain the plantings and the grass/groundcover on the City's parcel in perpetuity.

# City of Marquette, MI

300 West Baraga Ave  
Marquette, Michigan 49855

Monday, June 8, 2026

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## Consent Agenda

### MERS Health Care Savings Plan

#### **BACKGROUND:**

The Michigan Employee Retirement System (MERS) has reached an agreement with a retired employee of the Marquette Housing Commission (MHC) for a conversion of retirement medical benefits to a new health care savings plan. The City of Marquette no longer manages benefits administration for the MHC but is required to approve this change as the organization is under our plan umbrellas.

#### **FISCAL EFFECT:**

This action will reduce the overall retiree health care liability for the MHC but will not have a financial impact on the City.

#### **RECOMMENDATION:**

Approve the new health care savings plan and authorize the signatures required for execution.

#### **ALTERNATIVES:**

As determined by the Commission.

#### **ATTACHMENTS:**

None

# City of Marquette, MI

300 West Baraga Ave  
Marquette, Michigan 49855

Monday, June 8, 2026

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## Consent Agenda

### **Schedule Public Hearing: Land Development Code Amendments Ordinance**

#### **BACKGROUND:**

On June 02, 2026, the Planning Commission held a public hearing on Land Development Code amendments prepared over the past several months. The following motion was made:

*It was moved by N. Vermaat, and seconded M. Rayner, and carried 8-0 that after review of the draft Land Development Code (LDC) amendments presented as case 01-ZOA-06-2026, and after conducting a public hearing and careful consideration of the contents of the draft LDC amendments, the Planning Commission finds that the draft LDC amendments are consistent with the recommendations, goals, and policy objectives of the Community Master Plan, comply with section 54.1405 of the Land Development Code, represent an improvement to regulation that affects property owners in the city, and therefore are justified and appropriate and therefore should be approved by the City Commission as presented.*

#### **FISCAL EFFECT:**

None.

#### **RECOMMENDATION:**

Schedule a Public Hearing for July 13, 2026, to adopt an Ordinance incorporating the proposed Land Development Code Amendments.

#### **ALTERNATIVES:**

As determined by the Commission.

#### **ATTACHMENTS:**

1. 01-ZOA-06-26 combined



CITY OF MARQUETTE  
**PLANNING AND ZONING**  
1100 Wright Street  
MARQUETTE, MI 49855  
(906) 228-0425  
www.marquettemi.gov

## **MEMORANDUM**

**TO:** Planning Commission  
**FROM:** Andrea Landers, Zoning Official  
**DATE:** May 28, 2026  
**SUBJECT:** **Public Hearing – 01-ZOA-06-2026 Land Development Code Amendments**

---

The proposed amendments are the product of several months of effort by staff and the Planning Commission. They were developed, discussed, and refined during work sessions starting in November 2025.

The draft amendments to the LDC document are attached. They will be available to the public as part of the agenda packet posted on the City's website and in the Planning-Zoning division offices prior to the meeting.

### **Recommended Action:**

The Planning Commission should conduct a public hearing to receive comments from the public regarding the draft amendments to the Land Development Code (LDC), review and discuss the proposed amendments and any concerns that may exist, and take appropriate action in the form of a motion to either:

- A. Recommend approval of the draft LDC amendments to the City Commission, as presented or amended in the meeting, or
- B. Request that staff facilitate further amendments of the LDC document.

It is highly recommended that any motion regarding this request include a statement such as:

After review of the draft Land Development Code (LDC) amendments presented as case 01-ZOA-06-2026, and after conducting a public hearing and careful consideration of the contents of the draft LDC amendments, the Planning Commission finds that the draft LDC amendments (**are / are not**) consistent with the recommendations, goals, and policy objectives of the Community Master Plan, comply with section 54.1405 of the Land Development Code, represent an improvement to regulation that affects property owners in the city, and therefore (**are / are not**) justified and appropriate and therefore (**should / should not**) be approved by the City Commission (**as presented / and revised with the following amendments...**).



The proposed amendments to the **Land Development Code** are formatted in the following way:

1. New subsections and/or language is shown underlined and highlighted, as the example below indicates:

Example) H. Light Manufacturing

2. A subsection or language that is to be eliminated is indicated by strikethrough lines in the font, as the example below indicates:

Example) ~~F. Dwelling units must be located above the first floor.~~

## **SECTION 1, Article 2- Definitions**

**Chapter 54 – LAND DEVELOPMENT CODE, Article 2 – Definitions is hereby amended as follows:**

### **Article 2 Definitions**

#### **Section 54.202 Specific Terms**

- (65) **Enclosed:** To surround or close off on all sides. For a building, enclosed means that the building has materials attached that can fully enclose it, such as doors and windows.
- (93) **Hard Parking Surface:** ~~For one- and two-family dwellings a hard parking surface shall comprise of compacted gravel at least six (6) inches in depth, concrete or asphalt pavement, pavers (pervious or impervious) or other products designed for parking. For all other uses, a hard parking surface shall exclude gravel with the exception that compacted gravel parking lots are allowed for *Land Intensive Recreational Uses*. The City Engineer may require minimum standards for hard parking surface (e.g., material depth, material specifications, construction techniques, etc.).~~
- (a) For one- and two-family dwellings and for Parking Areas, Accessory, as defined in this Ordinance, including such parking serving triplexes and quadplexes where permitted, a hard parking surface may include compacted gravel at least six (6) inches in depth, concrete, asphalt pavement, pavers (pervious or impervious), or other products designed for parking.
- (b) Except as provided in subsection (a), for all other uses, including Off-Street Parking Lots, a hard parking surface shall exclude gravel, with the exception that compacted gravel parking lots are permitted for *Land Intensive Recreational Uses*.

(c) The City Engineer may require minimum standards for material depth, material specifications, and construction techniques as necessary to ensure durability and safety.

(129) **Lot Types:** Lot Types are as follows (See [Figure 4. Lot Types](#))

- (a) **Lot, Corner:** A lot where the interior angle of two adjacent sides at the intersection of two streets is less than one hundred and thirty-five (135) degrees. A lot abutting upon a curved street or streets shall be considered a corner lot for the purposes of the ordinance, if the arc is of less radius than one hundred fifty (150) feet and the tangents to the curve, at the two points where the lot lines meet the curve or the straight street line extended, form an interior angle of less than one hundred thirty-five (135) degrees.
- (b) **Lot, Flag:** A pre-existing nonconforming lot that uses a narrow, unbuildable strip of land that does not meet the frontage requirements of the district in which it is located, which provides access to, or legal frontage on, a public or private street.
- (c) **Lot, Interior:** A lot other than a corner lot with only one (1) frontage on a street or road.
- (d) **Lot, Through or Double-Frontage:** An interior lot having frontage on two more or less parallel streets as distinguished from a corner lot. All sides of said lots adjacent to streets shall be considered frontage, and front yards shall be provided as required. Properties that share a property line with a city street on one side and limited access highway on the other side are not "Through Lots." The frontage facing the limited access highway is either a side or rear yard depending on the lot layout.

(???) **Mezzanine:** An intermediate floor in any story occupying more than one-third (1/3) of the floor area of such story.

(??) **Mobile food vending unit:** Shall mean vending, serving, or offering for sale food and/or beverages from a mobile food vending unit; or vending, serving, or offering for sale food and/or beverages prepared for consumption in a mobile food vending unit; may include the ancillary sales of branded items consistent with the food, such as a tee shirt that bears the name of the organization engaged in mobile food vending. The Zoning Administrator may interpret similar devices that serve the same purpose to be mobile vending units.

(??) **Motor Vehicle:** As defined in the Michigan Motor Vehicle Code, 1949 PA 300, as amended, MCL 257.1 et seq.

(???) **Parking Area, Accessory:** A portion of a lot used for the parking of motor vehicles that is incidental and subordinate to a single principal building and that is accessed directly by a single driveway or vehicle access point, without the use of internal circulation aisles, shared parking spaces, or common maneuvering areas. An accessory parking area is not an off-street parking lot.

(183) **Parking Lot:** A durable, smooth, hard surfaced, and dust free area with well-defined entrances and exit lanes for unencumbered access to individual parking spaces. See definition of "Hard Parking Surface."

**Parking Lot or Off Street Parking Lot:** An area designed, improved, or used for the parking of motor vehicles that includes shared parking spaces, internal circulation aisles, drive aisles, or common

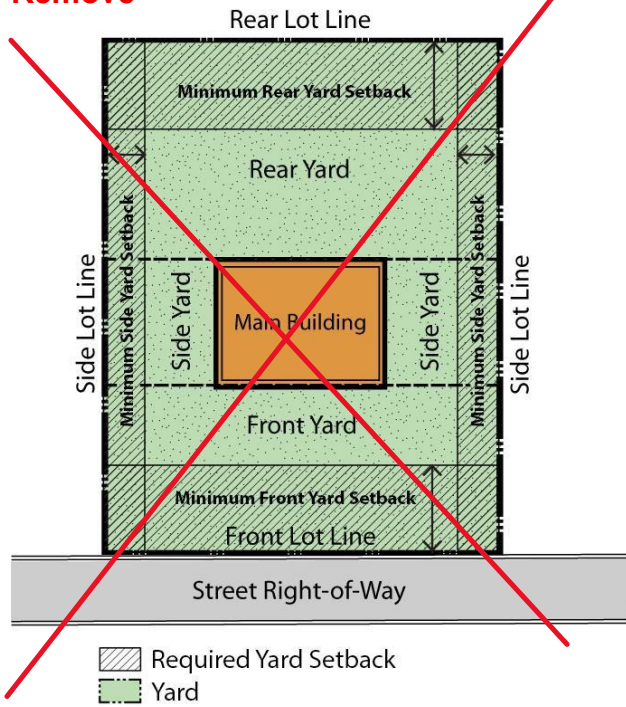
maneuvering areas, and which is intended to function as a unified parking facility rather than as individual residential driveways or accessory parking areas. Where parking serves more than one principal building, such parking shall be classified as an Off-Street Parking Lot for purposes of this Ordinance

- (206) Service Establishment:** Any establishment whose primary activity is the provision of assistance or personal services, rather than the sale of goods, as opposed to products, to individuals or businesses, including professional services, to individuals, business, industry, government, and other enterprises including printing, legal, engineering, consulting, barber and beauty shops, photographic studios, drop-off/pick-up dry cleaners with no on-site treatment, and other similar services. This category may also include instructional studios such as yoga studios, dance studios, martial arts studios, or similar personal improvement uses, provided that such instruction is conducted entirely indoors, does not involve spectator-oriented events, and is not more appropriately classified as Indoor Recreation.
- (217) Storage, Bulk:** The storage of Goods for sale, storage, or display that have a large size, mass, or volume and are not easily moved or carried, such as railroad ties, large bags of feed, fertilizer, wood, sand, gravel, stone, lumber, wire, pipe, motorized, equipment, and other similar materials and supplies.
- ~~**(218) Storage, Indoor:** Structure(s) containing separate, individual, and private storage spaces of varying sizes leased or rented on individual leases for varying periods of time for dead storage and equipment and located entirely within a building. Dead storage refers to the storage of furniture, files, or other unused or seldom used items in a warehouse or other location for an indefinite period of time.~~
- (219) Storage, Open/Outdoor:** The storage of any material for a period greater than 24 hours, including items for sale, lease, processing, and repair (including vehicles) not in an enclosed building. The keeping of common commercial goods, materials, merchandise, equipment, scrap/junk, or vehicles (not for sale), unenclosed, and in a specific location on premises as a continuing, regular use of the property (more than a day).
- (???) Story:** That part of a building, except a mezzanine as defined herein, included between the surface of one floor and the surface of the next floor, or if there is no floor above then the ceiling next above. A basement shall not be counted as a story.
- (227) Structural Amenity:** A non-plant element such as outdoor art, paintings, sculpture, fountains and similar water features, benches, arbors, doghouses, playsets, birdfeeders, clotheslines, air conditioners, detached open structures, and similar amenities as determined by the Zoning Administrator, and which meets the requirements of Section 54.702(G). Amenities to a principal or accessory use of property that are not principal or accessory structures, including detached open structures such as arbors, trellises, benches, children's playsets, firewood storage racks; outdoor art and furnishings such as sculptures, fountains, manmade waterfalls; practical appliances such as air conditioners and pads, basketball hoops, clotheslines, and similar amenities as determined by the Zoning Administrator, and which meets the requirements of Section 54.702(G).
- (???) Unenclosed:** Not closed off on all sides. For example, in buildings, this may mean the building has a roof but no walls on one or two sides, or that it may have low walls on multiple sides that are open and without windows, as in an unenclosed porch.

- (255) **Warehousing and Indoor Storage:** An establishment in an enclosed building primarily engaged in storing commercial materials, goods, or property, including wholesaling operations that involve the sale or distribution of goods and materials in large quantity to retailers or other businesses for resale or distribution to individual or business customers. This shall not include heavy manufacturing, resource extraction, bulk storage of hazardous materials, or scrap or salvage operations. Examples include automated, distribution center, and cold storage. The storage within an enclosed building of goods and/or materials, which may include wholesaling operations that involve the sale or distribution of goods and materials in large quantities to retailers or other businesses for resale or distribution. This use category shall not be concurrent or cooperative with heavy manufacturing, mining/resource extraction, or the bulk storage of hazardous materials.
- (269) **Yard, Front:** An open space extending the full width of the lot, the depth of which is the horizontal distance between the front lot line/right-of-way line and the nearest vertical plane/exterior foundation of the main structure. Through lots must provide a front yard on both streets. On a corner lot, two (2) front yards are required, one (1) side yard, and one (1) rear yard setback is are required, which shall be opposite the front lot line that provides the primary frontage, at the discretion of the property owner. In the absence of existing structures, the property owner may designate which yards are the rear and the side. Where structures exist, their location shall establish the rear and side yard designations to the extent necessary to ensure setback compliance. If the existing structures can meet the required setbacks whether designated as side or rear, the designation shall remain at the discretion of the property owner. (See [Figure 6. Yard Terms](#) and [Figure 7. Yards of a Corner Lot](#), and [Figure 8 Yards of a Through Lot](#))
- (270) **Yard, Rear:** An open space extending the full width of the lot, the depth of which is the horizontal distance between the rear lot line and the nearest vertical plane/exterior foundation of the main structure. In the case of a corner lot, the rear yard shall be opposite the front lot line that provides the primary frontage, at the discretion of the property owner and in the absence of existing structures, the property owner may designate which yards are the rear and the side. Where structures exist, their location shall establish the rear and side yard designations to the extent necessary to ensure setback compliance. If the existing structures can meet the required setbacks whether designated as side or rear, the designation shall remain at the discretion of the property owner. (See [Figure 6. Yard Terms](#) and [Figure 7. Yards of a Corner Lot](#))
- (271) **Yard, Side:** An open space extending the distance between the front yard and the rear yard, the depth of which is the horizontal distance between the side lot line and the nearest vertical plane/exterior foundation of the main structure. If no front or rear yard is required, the side yard area must extend the full depth of the lot. Side yards on through lots must run the full length of the lot between street right-of-way lines. (See [Figure 6. Yard Terms](#), and [Figure 7. Yards of a Corner Lot](#), and [Figure 8 Yards of a Through Lot](#))

Figure 6. Yard Terms

**Remove**



**Proposed**

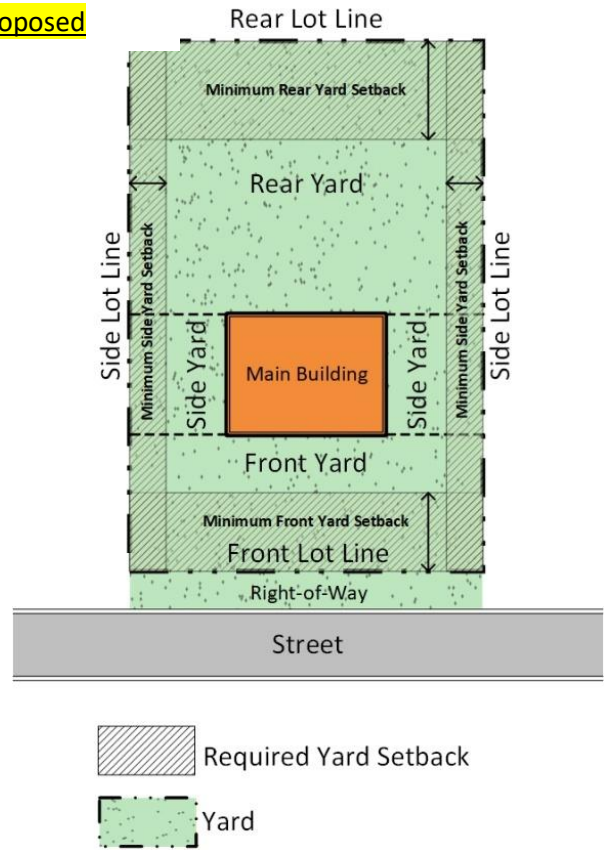
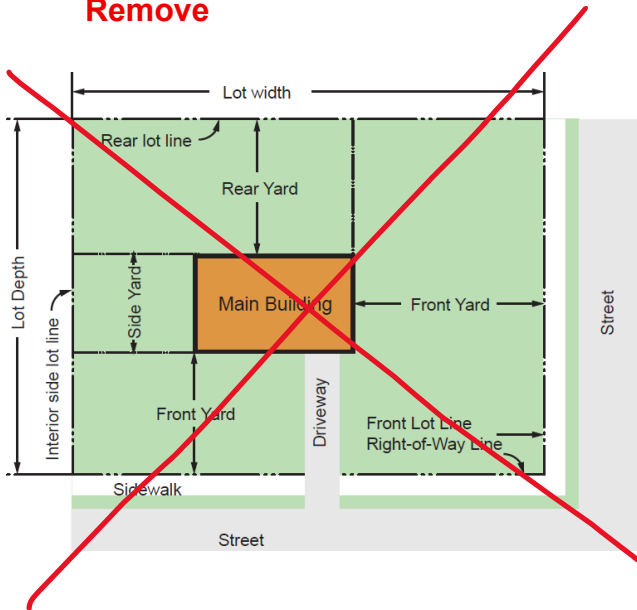
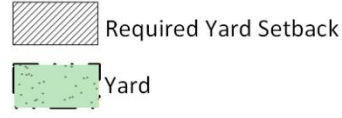
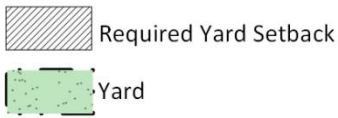
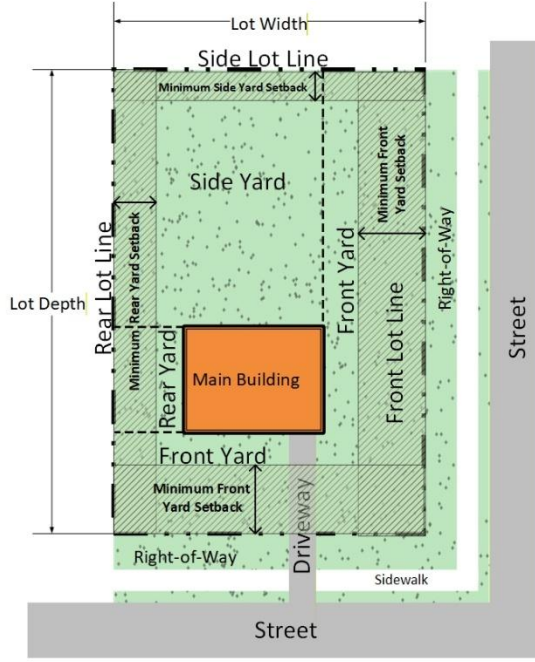


Figure 7. Yards of a Corner Lot

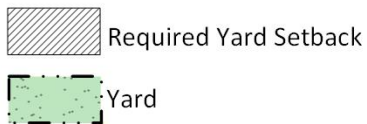
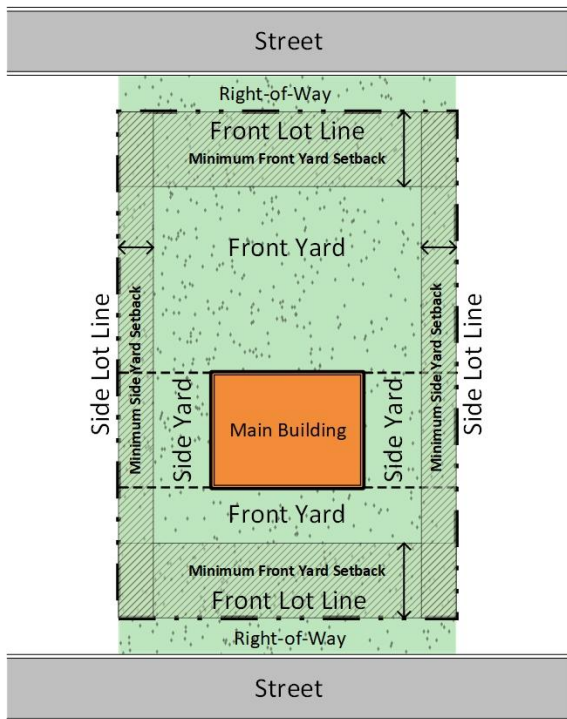
**Remove**



**Proposed**



**Figure 8. Yards of a Through Lot**



**SECTION 2. Article 3 – Zoning Districts and Map**  
**Chapter 54 – LAND DEVELOPMENT CODE, Article 3 – Zoning Districts and Map is hereby amended as follows:**

**Article 3 Zoning Districts and Map**

**Section 54.306 Permitted Uses by District**

The following [Figure 8](#) lists the permitted uses and special land uses in each district, except that the permitted uses and special land uses of the Marquette Downtown Waterfront (DMW) Form-Based Code and Third Street Corridor (TSC) Form-Based Code are in [Section 54.321](#) and [Section 54.322](#), respectively. Refer to [Article 2](#) for a description of the uses listed in the following [Figure 8](#).

Whenever a specific development standard is included for a particular use in [Figure 8](#), any development must comply with the requirements of the referenced section. All development standards for specific uses are listed in [Article 6](#) and in other areas of this Ordinance. Additionally, any use that is a special land use must also comply with the standards of [Section 54.1403\(C\)](#).

**Figure 8. Table of Permitted Land Uses and Special Land Uses by Zoning District**

**Key: P=Permitted S=Special Land Use [blank]=Use Not Permitted**

Land Use	LDR	MDR	MFR	MHP	MU	CBD	GC	RC	M	C	I-M	CR	BLP	Use Standards
<b>Residential Uses</b>														
Adult Foster Care, Family Home	P	P	P	P	P	P								
Adult Foster Care, Large Group Home			S											<a href="#">Section 54.602</a>
Adult Foster Care, Small Group Home	P	P	P		P									<a href="#">Section 54.602</a>
Child or Day Care, Family Home	P	P	P	P	P	P								
Child or Day Care, Group Home	P	P	P		P									<a href="#">Section 54.607</a>
Dwelling, Accessory Unit	P	P	P		P	P								<a href="#">Section 54.611</a>
Dwelling, Intentional Community	S	S	P		S	S								<a href="#">Section 54.613</a>
Dwelling, Live/Work					P	P								<a href="#">Section 54.614</a>
Dwelling, Multiple-Family, 5+ dwelling units			P		P	P								<a href="#">Section 54.615</a>
Dwelling, Single-Family Attached			P		P	S								
Dwelling, Single-Family Detached	P	P	P		P	S								<a href="#">Section 54.616</a>
Dwelling, Two-Family (Duplex)	P	P	P		P	P								<a href="#">Section 54.612</a>
Dwelling, Triplex	S	P	P		P	P								
Dwelling, Quadplex	S	S	P		P	P								
Foster Family Group Home	S	S	S		S	S								
Foster Family Home	P	P	P		P	P								
Home Occupation	P	P	P		P	P								<a href="#">Section 54.621</a>
Home Office	P	P	P		P	P								<a href="#">Section 54.622</a>
Mobile Home Park				P										<a href="#">Section 54.631</a>
Nursing Home, Convalescent Home, Extended Care Facility, Assisted Living Facility			S		S	S								<a href="#">Section 54.633</a>
Residential Limited Animal Keeping	P	P												<a href="#">Section 54.642</a>
<b>Lodging Uses</b>														
Bed and Breakfast			S		S	S								<a href="#">Section 54.603</a>
Bed and Breakfast Inn					S	S								<a href="#">Section 54.604</a>

Domestic Violence Abuse Shelter			S		S	S											<a href="#">Section 54.609</a>
Fraternity or Sorority House			S		S	S											
Halfway House			S		S												<a href="#">Section 54.619</a>
Homeless Shelter					S	S											<a href="#">Section 54.623</a>
Homestays and Vacation Home Rentals	P	P	P		P	P											<a href="#">Section 54.624</a>
Hospital Hospitality House			S		S	S											<a href="#">Section 54.626</a>

**Key:** P=Permitted S=Special Land Use [blank]=Use Not Permitted

Land Use	LDR	MDR	MFR	MHP	MU	CBD	GC	RC	M	C	I-M	CR	BLP	Use Standards
Hostel			S		S	S	S							<a href="#">Section 54.643</a>
Hotel or Motel					S	S	P	P						
Rooming House			S		S	S	S							<a href="#">Section 54.643</a>
Supportive Housing Facility, Transitional and/or Permanent	S	S	P		S	S								<a href="#">Section 54.652</a>
<b>Medical Uses</b>														
Emergency Services					P	P	P	P						
Health Services					P	P	P	P						
Hospice					P	P	P	P						
Hospital			S		S	S	S	S						<a href="#">Section 54.625</a>
Medical Hospital Related Accessory Uses					P	P	P	P						<a href="#">Section 54.634</a>
Medical Hospital Related Office or Uses					P	P	P	P						
Office, Medical					P	P	P	P			P			<a href="#">Section 54.634</a>
Veterinary Clinic (Domestic Animals Only)					P	P	P	P			P			
<b>Public and Quasi-Public Uses</b>														
Cemetery	S	S	S						P	P				<a href="#">Section 54.605</a>
Public or Governmental Building	S	S	S		P	P	P	P	P	P	P	P	P	
Recreational Use, Land Intensive												S	S	<a href="#">Section 54.640</a>
Recreational Use, Public	S	S	S		S	S	S	S	P	P		P	P	
Religious Institution	S	S	S		P	S	P	P			P			<a href="#">Section 54.641</a>
School, Primary or Secondary	S	S	S		S	S			P	P				<a href="#">Section 54.644</a>
School, University			S	S	S	S			P	P				<a href="#">Section 54.606</a>
<b>Commercial and Retail Uses</b>														
Adult Entertainment Uses											S			<a href="#">Section 54.601</a>
Bar					S	P	P	P						
Child Care Center or Day Care Center	P	P			P	P	P	P						<a href="#">Section 54.608</a>
Drive-Through Uses					P	P	P	P						<a href="#">Section 54.610</a>
Farmers' Markets					P	P	P	P	P	P				<a href="#">Section 54.617</a>
Fuel Dispensing Uses, including Service Stations					S	S	P	P	P	P	P		P	
Indoor Recreation					P	P	P	P	P	P	P			
Heavy Vehicle/Equipment Sales, Rental, and Display							P	P			P			<a href="#">Section 54.620</a>
Light Vehicle/Equipment Sales and Display						P	P	P						<a href="#">Section 54.628</a>
Mobile Food Vending (MFVU) on Private Property – Accessory Use (day use only; no overnight parking) and 120 days or less					P	P	P	P	P	P	P	P	P	<a href="#">Section 54.630</a>
Mobile Food Vending (MFVU) on Private Property – Accessory Use (overnight or long-term temporary use) and 120 days or less					P	P	P	P	P	P	P	P	P	<a href="#">Section 54.630</a>

Mobile Food Vending (MFVU) on Private Property – Accessory Use (day use only; no overnight parking) and more than 120 days						S	S	S	S	S	S	S	S	S	S	<a href="#">Section 54.630</a>
Mobile Food Vending (MFVU) on Private Property – Accessory Use (overnight or long-term temporary use) and more than 120 days						S	S	S	S	S	S	S	S	S	S	<a href="#">Section 54.630</a>
Office, Professional						P	P	P	P	P	P	P				<a href="#">Section 54.634</a>
Off-street Parking Lot			S			S	S	S	S	S	S	S				
Outdoor Entertainment and Community Events (Principal Use or Accessory Use)						S	P	S	S	P	P			P		<a href="#">Section 54.635 (C) or (D)</a>
Outdoor Entertainment and Community Events (Temporary Use)	P	P	P	P	P	P	P	P	P	P	P	P	P	P		<a href="#">Section 54.635 (B)</a>
Outdoor Alcoholic Beverage Service						S	P	P	P					S		<a href="#">Section 54.636</a>
Outdoor Food & Non-Alcoholic Beverage Service						P	P	P	P					P		<a href="#">Section 54.637</a>
Outdoor Recreation			S			P	P	P	P	P	P			P	P	
Pet Boarding Facility								S	S					S		

**Key:** P=Permitted S=Special Land Use [blank]=Use Not Permitted

Land Use	LDR	MDR	MFR	MHP	MU	CBD	GC	RC	M	C	I-M	CR	BLP	Use Standards
Restaurant, Indoor Service					P	P	P	P						
Restaurant with Outdoor Alcoholic Beverage Service					S	P	P	P					S	<a href="#">Section 54.636</a>
Restaurant with Outdoor Food & Non-Alcoholic Beverage Service					P	P	P	P					P	<a href="#">Section 54.637</a>
Retail Business, Indoor					P	P	P	P			P			
Retail Business, Outdoor Permanent							S	S			S			
Retail Sales and Service Areas, Outdoor Temporary					P	P	P	P						<a href="#">Section 54.638</a>
Service Establishment					P	P	P	P			P			
Shooting Range, Indoor							P	P			P			<a href="#">Section 54.645</a>
Storage, Open/Outdoor							P	P	P	P	P	P	P	<a href="#">Section 54.650</a>
Vehicle Repair and Service					S	S	P	P			P			<a href="#">Section 54.627</a>
<b>Industrial Uses</b>														
Major Repair and Maintenance Operations									P	P	S		P	<a href="#">Section 54.627</a>
Manufacturing, Heavy											S		P	<a href="#">Section 54.627</a>
Manufacturing, Light– Low Impact					P	P	P	P	P	P	P		P	<a href="#">Section 54.627</a>
Manufacturing, Light – Medium Impact					S	S	S	S	P	S	P		P	<a href="#">Section 54.627</a>
Natural Resource Extraction and Processing Operations											S	S	P	<a href="#">Section 54.632</a>
Port Facilities and Docks									S	S		S	S	<a href="#">Section 54.639</a>
Railroad Facilities											P			
Storage, Bulk								S	P	P	P	S	P	<a href="#">Section 54.648</a>
Storage, Indoor							S	P			P			<a href="#">Section 54.649</a>
Storage, Indoor- Accessory Use							S	P			P			<a href="#">Section 54.649</a>
Storage, Facility, Self							S	P			P			<a href="#">Section 54.651</a>
Storage Facility, Self-Accessory Use							S	P			P			<a href="#">Section 54.651</a>
Utility Electrical Power Generation											S		P	
Warehousing							S	S	P	S	P		P	
Wholesale Trade Establishment					P	P	P	P			P			



### Section 54.311 M-U, Mixed-Use District

<b>(B) Permitted Principal Uses</b>	<b>(C) Special Land Uses</b>
<ul style="list-style-type: none"> <li>• Accessory Building or Structure</li> <li>• Accessory Use, Non-Single Family Residential Lots</li> <li>• Accessory Use, Single-Family Residential Lots</li> <li>• Adult Foster Care, Family Home</li> <li>• Adult Foster Care, Small Group Home</li> <li>• Child Care Center or Day Care Center</li> <li>• Child or Day Care, Family Home</li> <li>• Child or Day Care, Group Home</li> <li>• Drive-Through Uses</li> <li>• Dwelling, Accessory Unit</li> <li>• Dwelling, Live/Work</li> <li>• Dwelling, Multiple-Family 5+ dwelling units</li> <li>• Dwelling, Quadplex</li> <li>• Dwelling, Single-Family Attached</li> <li>• Dwelling, Single-Family Detached</li> <li>• Dwelling, Triplex</li> <li>• Dwelling, Two-Family (Duplex)</li> <li>• Emergency Services</li> <li>• Farmers’ Markets</li> <li>• Food Production, Minor</li> <li>• Foster Family Home</li> <li>• Health Services</li> <li>• Home Occupation</li> <li>• Home Office</li> <li>• Homestays and Vacation Home</li> <li>• Hospice</li> <li>• Indoor Recreation</li> <li>• Manufacturing, Light – Low Impact</li> <li>• Medical Hospital Related Accessory Uses</li> <li>• Medical Hospital Related Office or Uses</li> <li>• <b>Mobile Food Vending (MFVU) on Private Property – Accessory Use (day use only; no overnight parking) and 120 days or less</b></li> <li>• <b>Mobile Food Vending (MFVU) on Private Property – Accessory Use (overnight or long-term temporary use) and 120 days or less</b></li> <li>• Office, Medical</li> <li>• Office, Professional</li> <li>• Outdoor Entertainment and Community Events (Temporary)</li> <li>• Outdoor Food and Non-Alcoholic Beverage Service</li> <li>• Outdoor Recreation</li> <li>• Public or Governmental Building</li> <li>• Religious Institution</li> <li>• Restaurant, Indoor Service</li> <li>• Restaurant with Outdoor Food &amp; Non-Alcoholic Beverage Service</li> <li>• Retail Business, Indoor</li> <li>• Retail Sales and Service Areas, Outdoor Temporary</li> <li>• Service Establishment</li> <li>• Small Wind Energy Systems, Roof-Mounted</li> <li>• Solar Energy Systems, &lt;20kw- Accessory Use</li> <li>• Wholesale Trade Establishment</li> <li>• Veterinary Clinic (Domestic Animals Only)</li> </ul>	<ul style="list-style-type: none"> <li>• Bar</li> <li>• Bed and Breakfast</li> <li>• Bed and Breakfast Inn</li> <li>• Domestic Violence Abuse Shelter</li> <li>• Dwelling, Intentional Community</li> <li>• Foster Family Group Home</li> <li>• Fraternity or Sorority House</li> <li>• Fuel Dispensing Uses, including Service Stations</li> <li>• Halfway House</li> <li>• Homeless Shelter</li> <li>• Hospital</li> <li>• Hospital Hospitality House</li> <li>• Hostel</li> <li>• Hotel or Motel</li> <li>• Manufacturing, Light– Medium Impact</li> <li>• Marihuana Safety Compliance Facility</li> <li>• <b>Mobile Food Vending (MFVU) on Private Property – Accessory Use (day use only; no overnight parking) and more than 120 days</b></li> <li>• <b>Mobile Food Vending (MFVU) on Private Property – Accessory Use (overnight or long-term temporary use) and more than 120 days</b></li> <li>• Nursing Home, Convalescent Home, Extended Care Facility, Assisted Living Facility</li> <li>• Off-street Parking Lot</li> <li>• Outdoor Entertainment and Community Events (Principal or Accessory Use)</li> <li>• Outdoor Alcoholic Beverage Service</li> <li>• Recreational Use, Public</li> <li>• Restaurant with Outdoor Alcoholic Beverage Service</li> <li>• Rooming House</li> <li>• School, Primary or Secondary</li> <li>• School, University</li> <li>• Solar Energy Systems, ≥20kw to 2 MW - Accessory Use</li> <li>• Solar Energy Systems, ≥20kw to 2 MW - Principal Use (Non-residential)</li> <li>• Supportive Housing Facility, Transitional and/or Permanent</li> <li>• Vehicle Repair and Service</li> </ul>
<p>Where there is a discrepancy between <a href="#">Section 54.306</a> and this table, <a href="#">Section 54.306</a> shall prevail.</p>	

### Section 54.312 CBD, Central Business District

<b>(B) Permitted Principal Uses</b>	<b>(C) Special Land Uses</b>
<ul style="list-style-type: none"> <li>• Accessory Building or Structure</li> <li>• Accessory Use, Non-Single Family Residential Lots</li> <li>• Adult Foster Care, Family Home</li> <li>• Bar</li> <li>• Child or Day Care, Family Home</li> <li>• Child Care Center or Day Care Center</li> <li>• Drive-Through Uses</li> <li>• Dwelling, Live/Work</li> <li>• Dwelling, Accessory Unit</li> <li>• Dwelling, Multiple Family 5+ dwelling units</li> <li>• Dwelling, Quadplex</li> <li>• Dwelling, Two-Family (Duplex)</li> <li>• Dwelling, Triplex</li> <li>• Emergency Services</li> <li>• Farmers’ Markets</li> <li>• Food Production, Minor</li> <li>• Foster Family Home</li> <li>• Health Services</li> <li>• Home Occupation</li> <li>• Home Office</li> <li>• Homestays and Vacation Home</li> <li>• Hospice</li> <li>• Indoor Recreation</li> <li>• Light Vehicle/Equipment Sales and Display</li> <li>• Manufacturing, Light- Low Impact</li> <li>• Medical Hospital Related Accessory Uses</li> <li>• Medical Hospital Related Office or Uses</li> <li>• <u>Mobile Food Vending (MFVU) on Private Property – Accessory Use (day use only; no overnight parking) and 120 days or less</u></li> <li>• <u>Mobile Food Vending (MFVU) on Private Property – Accessory Use (overnight or long-term temporary use) and 120 days or less</u></li> <li>• Office, Medical</li> <li>• Office, Professional</li> <li>• Outdoor Alcoholic Food and Beverage Service</li> <li>• Outdoor Entertainment and Community Events (Principal, Temporary, or Accessory Use)</li> <li>• Outdoor Food and Non-Alcoholic Beverage Service</li> <li>• Outdoor Recreation</li> <li>• Public or Governmental Building</li> <li>• Restaurant, Indoor Service</li> <li>• Retail Business, Indoor</li> <li>• Restaurant with Outdoor Food &amp; Non-Alcoholic Beverage Service</li> <li>• Restaurant with Outdoor Alcoholic Beverage Service</li> </ul>	<ul style="list-style-type: none"> <li>• Accessory Use, Single-Family Residential Lots</li> <li>• Bed and Breakfast</li> <li>• Bed and Breakfast Inn</li> <li>• Domestic Violence Abuse Shelter</li> <li>• Dwelling, Intentional Community</li> <li>• Dwelling, Single-Family Attached</li> <li>• Dwelling, Single-Family Detached</li> <li>• Foster Family Group Home</li> <li>• Fraternity or Sorority House</li> <li>• Fuel Dispensing Uses, including Service Stations</li> <li>• Homeless Shelter</li> <li>• Hospital</li> <li>• Hospital Hospitality House</li> <li>• Hostel</li> <li>• Hotel or Motel</li> <li>• Manufacturing, Light – Medium Impact</li> <li>• Marihuana Designated Consumption Establishment</li> <li>• Marihuana Educational Research</li> <li>• Marihuana Grower – Class A</li> <li>• Marihuana Microbusiness – Light Manufacturing</li> <li>• Marihuana Processor – Light Manufacturing</li> <li>• Marihuana Retailer</li> <li>• Marihuana Safety Compliance Facility</li> <li>• <u>Mobile Food Vending (MFVU) on Private Property – Accessory Use (day use only; no overnight parking) and more than 120 days</u></li> <li>• <u>Mobile Food Vending (MFVU) on Private Property – Accessory Use (overnight or long-term temporary use) and more than 120 days</u></li> <li>• Nursing Home, Convalescent Home, Extended Care Facility, Assisted Living Facility</li> <li>• Off-street Parking Lot</li> <li>• Recreational Use, Public</li> <li>• Religious Institution</li> <li>• Rooming House</li> <li>• School, Primary or Secondary</li> <li>• School, University</li> <li>• Solar Energy Systems, ≥20kw to 2 MW - Accessory Use</li> <li>• Solar Energy Systems, ≥20kw to 2 MW - Principal Use (Non-residential)</li> <li>• Supportive Housing Facility, Transitional and/or Permanent</li> <li>• Vehicle Repair and Service</li> <li>• Wireless Telecommunications Facilities</li> </ul>

<ul style="list-style-type: none"> <li>• Retail Sales and Service Areas, Outdoor Temporary</li> <li>• Service Establishment</li> <li>• Small Wind Energy Systems, Roof-Mounted</li> <li>• Solar Energy Systems, &lt;20kw- Accessory Use</li> <li>• Wholesale Trade Establishment</li> <li>• Veterinary Clinic (Domestic Animals Only)</li> </ul>	
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<b>(E) Requirements for Uses in the CBD</b>	
<b>(1)</b>	There shall be <del>not</del> <b>no</b> outdoor storage.
<b>(2)</b>	Outdoor vehicular sales, and service areas are prohibited.

### Section 54.313 GC, General Commercial District

<ul style="list-style-type: none"> <li>• Accessory Building or Structure</li> <li>• Accessory Use, Non-Single Family Residential Lots</li> <li>• Bar</li> <li>• Child Care Center or Day Care Center</li> <li>• Drive-Through Uses</li> <li>• Emergency Services</li> <li>• Farmers’ Markets</li> <li>• Food Production, Minor</li> <li>• Fuel Dispensing Uses, including Service Stations</li> <li>• Health Services</li> <li>• Heavy Vehicle/Equipment Sales, Rental, and Display</li> <li>• Hospice</li> <li>• Hotel or Motel</li> <li>• Indoor Recreation</li> <li>• Light Vehicle/Equipment Sales and Display</li> <li>• Manufacturing, Light – Low Impact</li> <li>• Medical Hospital Related Accessory Uses</li> <li>• Medical Hospital Related Office or Uses</li> <li>• <b>Mobile Food Vending (MFVU) on Private Property – Accessory Use (day use only; no overnight parking) and 120 days or less</b></li> <li>• <b>Mobile Food Vending (MFVU) on Private Property – Accessory Use (overnight or long-term temporary use) and 120 days or less</b></li> <li>• Office, Medical</li> <li>• Office, Professional</li> <li>• Outdoor Alcoholic Beverage Service</li> <li>• Outdoor Entertainment and Community Events (Temporary Use)</li> <li>• Outdoor Food and Non-Alcoholic Beverage Service</li> <li>• Outdoor Recreation</li> <li>• Public or Governmental Building</li> <li>• Religious Institution</li> <li>• Restaurant, Indoor Service</li> <li>• Restaurant with Outdoor Food &amp; Non-Alcoholic Beverage Service</li> <li>• Restaurant with Outdoor Alcoholic Beverage Service</li> <li>• Retail Business, Indoor</li> </ul>	<ul style="list-style-type: none"> <li>• Hospital</li> <li>• Hostel</li> <li>• Manufacturing, Light– Medium Impact</li> <li>• Marihuana Designated Consumption Establishment</li> <li>• Marihuana Educational Research</li> <li>• Marihuana Grower – Class A</li> <li>• Marihuana Grower – Class B</li> <li>• Marihuana Grower – Class C</li> <li>• Marihuana Grower – Excess</li> <li>• Marihuana Microbusiness Class A and Light Manufacturing</li> <li>• Marihuana Processor – Light Manufacturing</li> <li>• Marihuana Retailer</li> <li>• Marihuana Safety Compliance Facility</li> <li>• Marihuana Secure Transporters</li> <li>• <b>Mobile Food Vending (MFVU) on Private Property – Accessory Use (day use only; no overnight parking) and more than 120 days</b></li> <li>• <b>Mobile Food Vending (MFVU) on Private Property – Accessory Use (overnight or long-term temporary use) and more than 120 days</b></li> <li>• Off-street Parking Lot</li> <li>• Outdoor Entertainment and Community Events (Principal &amp; Accessory Use)</li> <li>• Pet Boarding Facility</li> <li>• Recreational Use, Public</li> <li>• Retail Business, Outdoor Permanent</li> <li>• Rooming House</li> <li>• Small Wind Energy Systems, Tower-Mounted</li> <li>• Solar Energy Systems, ≥20kw to 2 MW - Accessory Use</li> <li>• Solar Energy Systems, ≥20kw to 2 MW - Principal Use (Non-residential)</li> <li>• Storage Facility, Self</li> <li>• Storage Facility, Self- Accessory Use</li> <li>• Storage, Indoor</li> <li>• Storage, Indoor – Accessory Use</li> <li>• Warehousing</li> <li>• Wireless Telecommunications Facilities</li> </ul>
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<ul style="list-style-type: none"> <li>• Retail Sales and Service Areas, Outdoor Temporary</li> <li>• Service Establishment</li> <li>• Shooting Range, Indoor</li> <li>• Small Wind Energy Systems, Roof-Mounted</li> <li>• Solar Energy Systems, &lt;20kw- Accessory Use</li> <li>• Storage, Open/Outdoor</li> <li>• Vehicle Repair and Service</li> <li>• Veterinary Clinic (Domestic Animals Only)</li> <li>• Wholesale Trade Establishment</li> </ul>	
<p>Where there is a discrepancy between <a href="#">Section 54.306</a> and this table, <a href="#">Section 54.306</a> shall prevail.</p>	

### Section 54.314 RC, Regional Commercial District

<b>(B) Permitted Principal Uses</b>	<b>(C) Special Land Uses</b>
<ul style="list-style-type: none"> <li>• Accessory Building or Structure</li> <li>• Accessory Use, Non-Single Family Residential Lots</li> <li>• Bar</li> <li>• Child Care Center or Day Care Center</li> <li>• Drive-Through Uses</li> <li>• Emergency Services</li> <li>• Farmers’ Markets</li> <li>• Food Production, Minor</li> <li>• Fuel Dispensing Uses, including Service Stations</li> <li>• Health Services</li> <li>• Heavy Vehicle/Equipment Sales, Rental, and Display</li> <li>• Hospice</li> <li>• Hotel or Motel</li> <li>• Indoor Recreation</li> <li>• Light Vehicle/Equipment Sales and Display</li> <li>• Manufacturing, Light – Low Impact</li> <li>• Medical Hospital Related Accessory Uses</li> <li>• Medical Hospital Related Office or Uses</li> <li>• <u>Mobile Food Vending (MFVU) on Private Property – Accessory Use (day use only; no overnight parking) and 120 days or less</u></li> <li>• <u>Mobile Food Vending (MFVU) on Private Property – Accessory Use (overnight or long-term temporary use) and 120 days or less</u></li> <li>• Office, Medical</li> <li>• Office, Professional</li> <li>• Outdoor Alcoholic Beverage Service</li> <li>• Outdoor Entertainment and Community Events (Temporary Use)</li> <li>• Outdoor Food and Non-Alcoholic Beverage Service</li> <li>• Outdoor Recreation</li> <li>• Public or Governmental Building</li> <li>• Religious Institution</li> <li>• Restaurant, Indoor Service</li> <li>• Restaurant with Outdoor Food &amp; Non-Alcoholic Beverage Service</li> <li>• Restaurant with Outdoor Alcoholic Beverage Service</li> <li>• Retail Business, Indoor</li> </ul>	<ul style="list-style-type: none"> <li>• Hospital</li> <li>• Manufacturing, Light – Medium Impact</li> <li>• Marihuana Educational Research</li> <li>• Marihuana Grower – Class A</li> <li>• Marihuana Grower – Class B</li> <li>• Marihuana Grower – Class C</li> <li>• Marihuana Grower – Excess</li> <li>• Marihuana Microbusiness – Class A and Light Manufacturing</li> <li>• Marihuana Processor – Light Manufacturing</li> <li>• Marihuana Retailer</li> <li>• Marihuana Safety Compliance Facility</li> <li>• Marihuana Secure Transporters</li> <li>• <u>Mobile Food Vending (MFVU) on Private Property – Accessory Use (day use only; no overnight parking) and more than 120 days</u></li> <li>• <u>Mobile Food Vending (MFVU) on Private Property – Accessory Use (overnight or long-term temporary use) and more than 120 days</u></li> <li>• Off-street Parking Lot</li> <li>• Outdoor Entertainment and Community Events (Principal &amp; Accessory Use)</li> <li>• Pet Boarding Facility</li> <li>• Recreational Use, Public</li> <li>• Retail Business, Outdoor Permanent</li> <li>• Small Wind Energy Systems, Tower-Mounted</li> <li>• Solar Energy Systems, ≥20kw to 2 MW - Accessory Use</li> <li>• Storage, Bulk</li> <li>• Warehousing/Storage Facilities</li> <li>• Wholesaling Operations</li> <li>• Wireless Telecommunications Facilities</li> </ul>

<ul style="list-style-type: none"> <li>• Retail Sales and Service Areas, Outdoor Temporary</li> <li>• Service Establishment</li> <li>• Shooting Range, Indoor</li> <li>• Small Wind Energy Systems, Roof-Mounted</li> <li>• Solar Energy Systems, &lt;20kw- Accessory Use</li> <li>• Solar Energy Systems, ≥20kw to 2 MW - Principal Use (Non-residential)</li> <li>• Storage Facility, Self</li> <li>• Storage Facility, Self- Accessory Use</li> <li>• Storage Indoor</li> <li>• Storage Indoor – Accessory Use</li> <li>• Storage, Open/Outdoor</li> <li>• Vehicle Repair and Service</li> <li>• Veterinary Clinic (Domestic Animals Only)</li> <li>• Wholesale Trade Establishment</li> </ul>	
<p>Where there is a discrepancy between <a href="#">Section 54.306</a> and this table, <a href="#">Section 54.306</a> shall prevail.</p>	

### Section 54.315 M, Municipal District

(B) Permitted Principal Uses	(C) Special Land Uses
<ul style="list-style-type: none"> <li>• Accessory Building or Structure</li> <li>• Accessory Use, Non-Single Family Residential Lots</li> <li>• Agriculture-Like Operation, including Forestry</li> <li>• Cemetery</li> <li>• Farmers’ Markets</li> <li>• Food Production, Minor</li> <li>• Fuel Dispensing Uses, including Service Stations</li> <li>• Indoor Recreation</li> <li>• Major Repair and Maintenance Operations</li> <li>• Manufacturing, Light – Low Impact</li> <li>• Manufacturing, Light – Medium Impact</li> <li>• <u>Mobile Food Vending (MFVU) on Private Property – Accessory Use (day use only; no overnight parking) and 120 days or less</u></li> <li>• <u>Mobile Food Vending (MFVU) on Private Property – Accessory Use (overnight or long-term temporary use) and 120 days or less</u></li> <li>• Office, Professional</li> <li>• Outdoor Entertainment and Community Events (Principal, Temporary, or Accessory Use)</li> <li>• Outdoor Recreation</li> <li>• Public or Governmental Building</li> <li>• Recreational Use, Public</li> <li>• School, Primary or Secondary</li> <li>• School, University</li> <li>• Small Wind Energy Systems, Roof-Mounted</li> <li>• Solar Energy Systems, &lt;20kw- Accessory Use</li> <li>• Solar Energy Systems, ≥20kw to 2 MW - Accessory Use</li> <li>• Solar Energy Systems, ≥20kw to 2 MW - Principal Use (Non-residential)</li> <li>• Storage, Bulk</li> </ul>	<ul style="list-style-type: none"> <li>• <u>Mobile Food Vending (MFVU) on Private Property – Accessory Use (day use only; no overnight parking) and more than 120 days</u></li> <li>• <u>Mobile Food Vending (MFVU) on Private Property – Accessory Use (overnight or long-term temporary use) and more than 120 days</u></li> <li>• Off-street Parking Lot</li> <li>• Port Facilities and Docks</li> <li>• Recycling Collection and Transfer Stations</li> <li>• Small Wind Energy Systems, Tower-Mounted</li> <li>• Structures between the shoreline of Lake Superior and the pavement of the nearest public street or highway.</li> </ul>

<ul style="list-style-type: none"> <li>• Storage, Open/Outdoor</li> <li>• Warehousing</li> <li>• Wireless Telecommunications Facilities</li> </ul>	
<p>Where there is a discrepancy between <a href="#">Section 54.306</a> and this table, <a href="#">Section 54.306</a> shall prevail.</p>	

### Section 54.316 C, Civic District

<b>(B) Permitted Principal Uses</b>	<b>(C) Special Land Uses</b>
<ul style="list-style-type: none"> <li>• Accessory Building or Structure</li> <li>• Accessory Use, Non-Single Family Residential Lots</li> <li>• Agriculture-Like Operation, including Forestry</li> <li>• Cemetery</li> <li>• Farmers’ Markets</li> <li>• Food Production, Minor</li> <li>• Fuel Dispensing Uses, including Service Stations</li> <li>• Indoor Recreation</li> <li>• Major Repair and Maintenance Operations</li> <li>• Manufacturing, Light – Low Impact</li> <li>• <b>Mobile Food Vending (MFVU) on Private Property – Accessory Use (day use only; no overnight parking) and 120 days or less</b></li> <li>• <b>Mobile Food Vending (MFVU) on Private Property – Accessory Use (overnight or long-term temporary use) and 120 days or less</b></li> <li>• Office, Professional</li> <li>• Outdoor Entertainment and Community Events (Principal, Temporary, or Accessory Use)</li> <li>• Outdoor Recreation</li> <li>• Public or Governmental Building</li> <li>• Recreational Use, Public</li> <li>• School, Primary or Secondary</li> <li>• School, University</li> <li>• Small Wind Energy Systems, Roof-Mounted</li> <li>• Solar Energy Systems, &lt;20kw- Accessory Use</li> <li>• Solar Energy Systems, ≥20kw to 2 MW - Accessory Use</li> <li>• Solar Energy Systems, ≥20kw to 2 MW - Principal Use (Non-residential)</li> <li>• Storage, Bulk</li> <li>• Storage, Open/ Outdoor</li> <li>• Wireless Telecommunications Facilities</li> </ul>	<ul style="list-style-type: none"> <li>• Manufacturing, Light – Medium Impact</li> <li>• Marihuana Educational Research</li> <li>• <b>Mobile Food Vending (MFVU) on Private Property – Accessory Use (day use only; no overnight parking) and more than 120 days</b></li> <li>• <b>Mobile Food Vending (MFVU) on Private Property – Accessory Use (overnight or long-term temporary use) and more than 120 days</b></li> <li>• Off-street Parking Lot</li> <li>• Port Facilities and Docks</li> <li>• Small Wind Energy Systems, Tower-Mounted</li> <li>• Structures between the shoreline of Lake Superior and the pavement of the nearest public street or highway.</li> <li>• Warehousing</li> </ul>
<p>Where there is a discrepancy between <a href="#">Section 54.306</a> and this table, <a href="#">Section 54.306</a> shall prevail.</p>	

### Section 54.317 IM, Industrial/Manufacturing District

<b>(B) Permitted Principal Uses</b>	<b>(C) Special Land Uses</b>
<ul style="list-style-type: none"> <li>• Accessory Building or Structure</li> <li>• Accessory Use, Non-Single Family Residential Lots</li> <li>• Food Production, Minor</li> <li>• Fuel Dispensing Uses, including Service Stations</li> <li>• Heavy Vehicle/Equipment Sales, Rental, and Display</li> <li>• Indoor Recreation</li> <li>• Manufacturing, Light – Low Impact</li> <li>• Manufacturing, Light – Medium Impact</li> <li>• <u>Mobile Food Vending (MFVU) on Private Property – Accessory Use (day use only; no overnight parking) and 120 days or less</u></li> <li>• <u>Mobile Food Vending (MFVU) on Private Property – Accessory Use (overnight or long-term temporary use) and 120 days or less</u></li> <li>• Office, Medical</li> <li>• Office, Professional</li> <li>• Outdoor Entertainment and Community Events (Temporary)</li> <li>• Public or Governmental Building</li> <li>• Railroad Facilities</li> <li>• Religious Institution</li> <li>• Retail Business, Indoor</li> <li>• Service Establishment</li> <li>• Shooting Range, Indoor</li> <li>• Small Wind Energy Systems, Roof-Mounted</li> <li>• Solar Energy Systems, &lt;20kw- Accessory Use</li> <li>• Solar Energy Systems, ≥20kw to 2 MW - Accessory Use</li> <li>• Solar Energy Systems, ≥20kw to 2 MW - Principal Use (Non-residential)</li> <li>• Storage, Bulk</li> <li>• Storage Facility, Self</li> <li>• Storage Facility, Self – Accessory Use</li> <li>• Storage, Indoor</li> <li>• Storage, Indoor – Accessory Use</li> <li>• Storage, Open/Outdoor</li> <li>• Vehicle Repair and Service</li> <li>• Veterinary Clinic (Domestic Animals Only)</li> <li>• Warehousing/Storage Facilities</li> <li>• Wholesale Trade Establishment</li> <li>• Wholesaling Operations</li> <li>• Wireless Telecommunications Facilities</li> </ul>	<ul style="list-style-type: none"> <li>• Adult Entertainment Uses</li> <li>• Major Repair and Maintenance Operations</li> <li>• Marihuana Educational Research</li> <li>• Marihuana Grower – Class A</li> <li>• Marihuana Grower – Class B</li> <li>• Marihuana Grower – Class C</li> <li>• Marihuana Grower – Excess</li> <li>• Marihuana Microbusiness – Class A and Light Manufacturing</li> <li>• Marihuana Microbusiness – Heavy Manufacturing</li> <li>• Marihuana Processor – Light Manufacturing</li> <li>• Marihuana Processor – Heavy Manufacturing</li> <li>• Marihuana Retailer</li> <li>• Marihuana Safety Compliance Facility</li> <li>• Marihuana Secure Transporters</li> <li>• Manufacturing, Heavy</li> <li>• <u>Mobile Food Vending (MFVU) on Private Property – Accessory Use (day use only; no overnight parking) and more than 120 days</u></li> <li>• <u>Mobile Food Vending (MFVU) on Private Property – Accessory Use (overnight or long-term temporary use) and more than 120 days</u></li> <li>• Natural Resource Extraction and Processing Operations</li> <li>• Off-street Parking Lot</li> <li>• Pet Boarding Facility</li> <li>• Retail Business, Outdoor Permanent</li> <li>• Small Wind Energy Systems, Tower-Mounted</li> <li>• Utility Electrical Power Generation</li> </ul>
<p>Where there is a discrepancy between <a href="#">Section 54.306</a> and this table, <a href="#">Section 54.306</a> shall prevail.</p>	

### Section 54.318 CR, Conservation and Recreation District

<b>(B) Permitted Principal Uses</b>	<b>(C) Special Land Uses</b>
<ul style="list-style-type: none"> <li>• Accessory Building or Structure</li> <li>• Accessory Use, Non-Single Family Residential Lots</li> <li>• Agriculture-Like Operation, including Forestry</li> <li>• Food Production, Minor</li> </ul>	<ul style="list-style-type: none"> <li>• <u>Mobile Food Vending (MFVU) on Private Property – Accessory Use (day use only; no overnight parking) and more than 120 days</u></li> </ul>

<ul style="list-style-type: none"> <li>• <u>Mobile Food Vending (MFVU) on Private Property – Accessory Use (day use only; no overnight parking) and 120 days or less</u></li> <li>• <u>Mobile Food Vending (MFVU) on Private Property – Accessory Use (overnight or long-term temporary use) and 120 days or less</u></li> <li>• Outdoor Entertainment and Community Events (Accessory, Temporary, and Principal)</li> <li>• Outdoor Food and Non-Alcoholic Beverage Service</li> <li>• Outdoor Recreation</li> <li>• Public or Governmental Building</li> <li>• Recreational Use, Public</li> <li>• Restaurant with Outdoor Food &amp; Non-Alcoholic Beverage Service</li> <li>• Small Wind Energy Systems, Roof-Mounted</li> <li>• Solar Energy Systems, &lt;20kw- Accessory Use</li> <li>• Storage, Open/Outdoor</li> </ul>	<ul style="list-style-type: none"> <li>• <u>Mobile Food Vending (MFVU) on Private Property – Accessory Use (overnight or long-term temporary use) and more than 120 days</u></li> <li>• Natural Resource Extraction and Processing Operations</li> <li>• Outdoor Alcoholic Beverage Service</li> <li>• Port Facilities and Docks</li> <li>• Recreational Use, Land Intensive</li> <li>• Restaurant with Outdoor Alcoholic Beverage Service</li> <li>• Small Wind Energy Systems, Tower-Mounted</li> <li>• Solar Energy Systems, ≥20kw to 2 MW - Accessory Use</li> <li>• Solar Energy Systems, ≥20kw to 2 MW - Principal Use (Non-residential)</li> <li>• Storage, Bulk</li> <li>• Structures between the shoreline of Lake Superior and the pavement of the nearest public street or highway.</li> <li>• Wireless Telecommunications Facilities</li> </ul>
<p>Where there is a discrepancy between <a href="#">Section 54.306</a> and this table, <a href="#">Section 54.306</a> shall prevail.</p>	

### Section 54.319 BLP, Board of Light and Power District

<b>(B) Permitted Principal Uses</b>	<b>(C) Special Land Uses</b>
<ul style="list-style-type: none"> <li>• Accessory Building or Structure</li> <li>• Accessory Use, Non-Single Family Residential Lots</li> <li>• Agriculture-Like Operation, including Forestry</li> <li>• Food Production, Minor</li> <li>• Fuel Dispensing Uses, including Service Stations</li> <li>• Major Repair and Maintenance Operations</li> <li>• Manufacturing, Light – Low Impact</li> <li>• Manufacturing, Light – Medium Impact</li> <li>• Manufacturing, Heavy</li> <li>• <u>Mobile Food Vending (MFVU) on Private Property – Accessory Use (day use only; no overnight parking) and 120 days or less</u></li> <li>• <u>Mobile Food Vending (MFVU) on Private Property – Accessory Use (overnight or long-term temporary use) and 120 days or less</u></li> <li>• Natural Resource Extraction and Processing Operations</li> <li>• Outdoor Entertainment and Community Events (Temporary)</li> <li>• Outdoor Recreation</li> <li>• Public or Governmental Building</li> <li>• Recreational Use, Public</li> <li>• Small Wind Energy Systems, Roof-Mounted</li> <li>• Solar Energy Systems, &lt;20kw- Accessory Use</li> <li>• Solar Energy Systems, ≥20kw to 2 MW - Accessory Use</li> <li>• Solar Energy Systems, ≥20kw to 2 MW - Principal</li> </ul>	<ul style="list-style-type: none"> <li>• <u>Mobile Food Vending (MFVU) on Private Property – Accessory Use (day use only; no overnight parking) and more than 120 days</u></li> <li>• <u>Mobile Food Vending (MFVU) on Private Property – Accessory Use (overnight or long-term temporary use) and more than 120 days</u></li> <li>• Off-street Parking Lot</li> <li>• Port Facilities and Docks</li> <li>• Recreational Use, Land Intensive</li> <li>• Small Wind Energy Systems, Tower-Mounted</li> </ul>

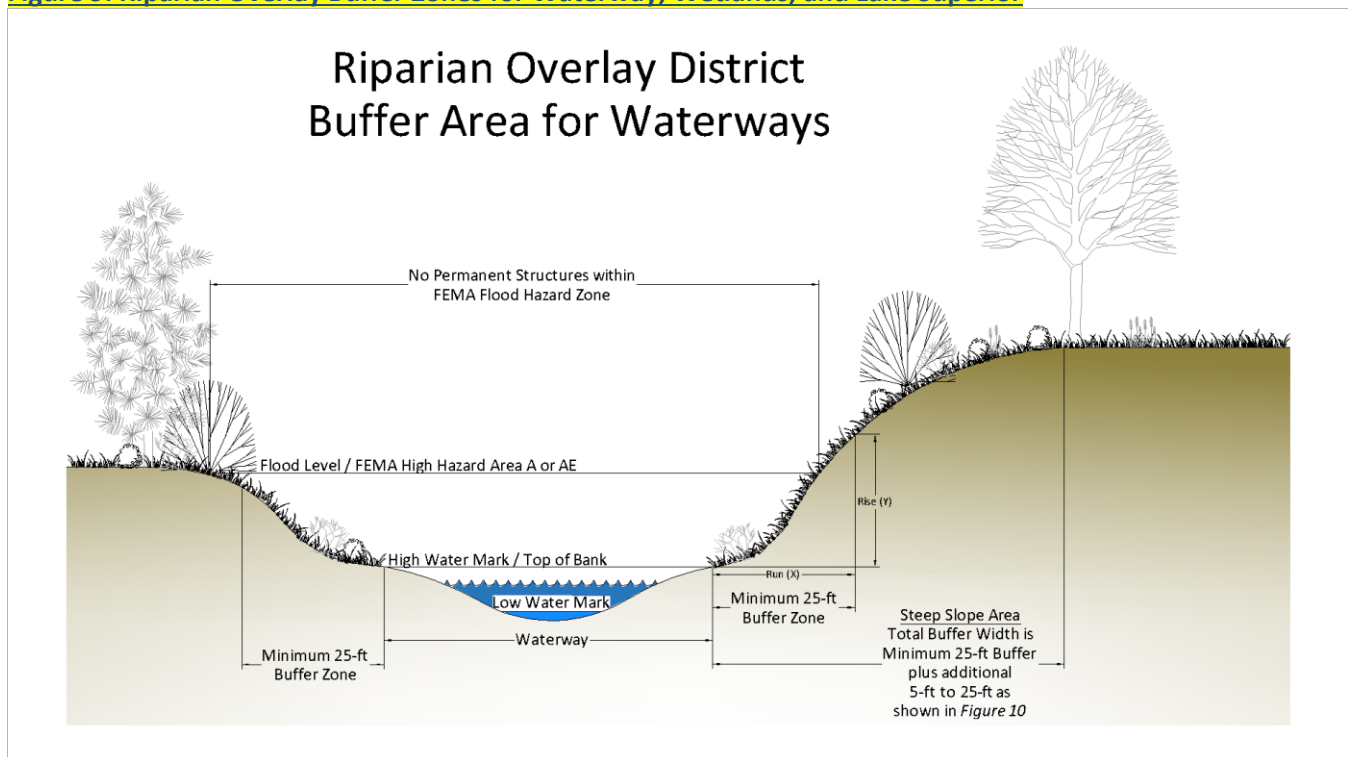
<p>Use (Non-residential)</p> <ul style="list-style-type: none"> <li>• Storage, Bulk</li> <li>• Storage, Open/Outdoor</li> <li>• Utility Electrical Power Generation</li> <li>• Warehousing</li> <li>• Wireless Telecommunications Facilities</li> </ul>	
<p>Where there is a discrepancy between <a href="#">Section 54.306</a> and this table, <a href="#">Section 54.306</a> shall prevail.</p>	

### Section 54.320 RO, Riparian Overlay District

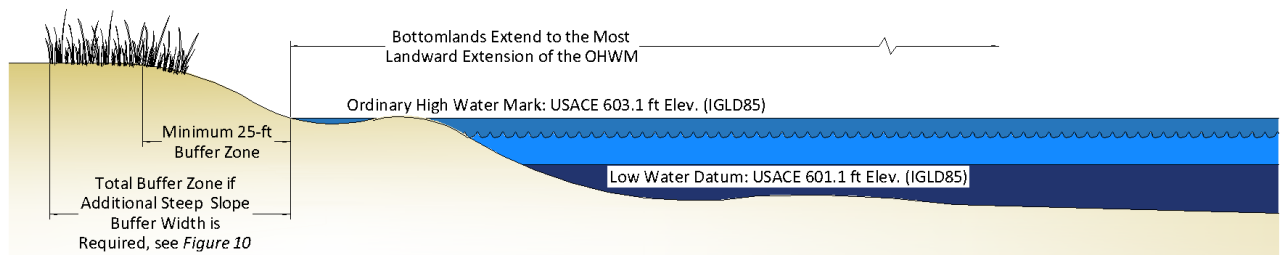
**(E) Boundary of Riparian Overlay District.** The RO district is a floating zone with boundaries determined by the presence of regulated natural features such as waterways, steep slopes, and wetlands, Lake Superior shoreline Coastal High Hazard Areas as depicted on the current Flood Insurance Rate Map published by the Federal Emergency Management Agency (FEMA) and designated as AE, where development or disturbance may adversely affect water quality, wetlands, or other waterbodies. Where a portion of a parcel is within the RO district, the regulations of the RO district shall apply only to that portion of the parcel within the RO district. The RO district includes any land that is located within:

- (1) A waterway, including the top bank, and 25 feet perpendicularly away from the bank plus any additional buffer width as specified in this Section.
- (2) Steep slopes adjacent to a waterway, which are added to the 25-foot riparian buffer of a waterway or drain ([Section 54.320\(E\)\(1\)](#)) in relation to the slope of the bank, calculated as follows: (See [Figure 51](#) in [Section 54.806](#) regarding calculating the percentage of a slope.)
- (3) A wetland and 10 feet beyond the edge of the wetland's high water mark.
- (4) The boundaries of a FEMA Flood Zone designated as AE.

**Figure 9. Riparian Overlay Buffer Zones for Waterway, Wetlands, and Lake Superior**



## Riparian Overlay District Buffer Area for Lake Superior



## Riparian Overlay District Buffer Area for Wetlands

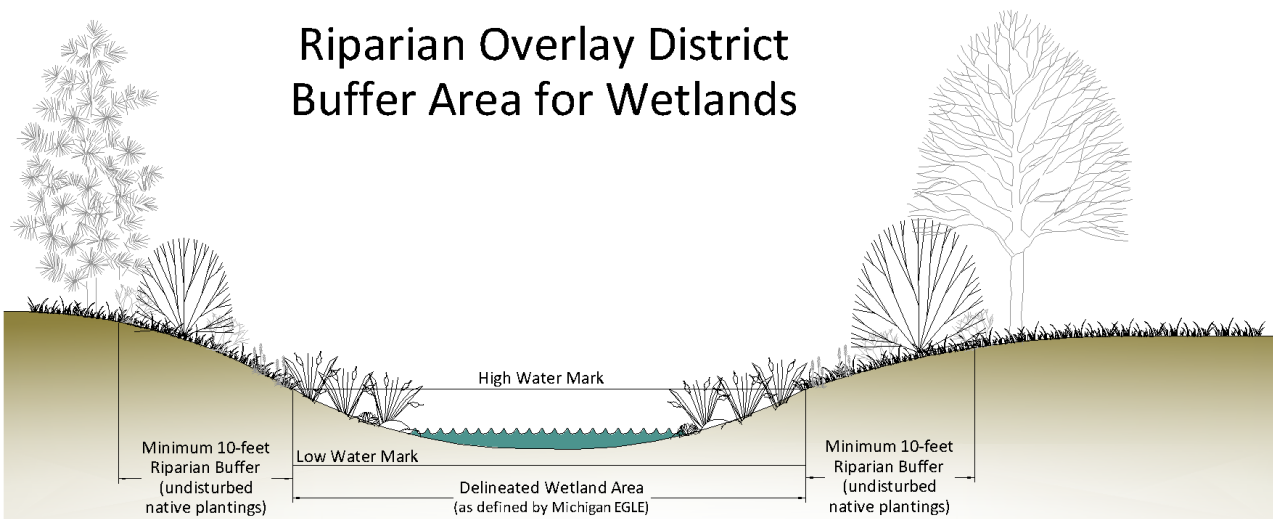


Figure 10 9. Slope and Riparian Buffer Width

Steep Slopes Percent Slope	Buffer Extension	Total Width of Riparian Buffer	Total Width of Buffer Corridor
15%-17%	Add 5 feet	30 feet	Waterway plus 60 feet
18%-20%	Add 10 feet	35 feet	Waterway plus 70 feet
21%-23%	Add 15 feet	40 feet	Waterway plus 80 feet
24%-25%	Add 20 feet	45 feet	Waterway plus 90 feet
Greater than 25%	Add 25 feet	50 feet	Waterway plus 100 feet

**(H) Required Planting.**

- (1) **Activities that Require Planting.** In addition to maintaining the required vegetative strip ([Section 54.320\(F\)](#)) within all riparian buffer areas, the following condition(s) shall trigger the requirement for inventorying and, if necessary, planting of native vegetation in areas where riparian buffers are required:
  - (a) Site plan review for parcel, site condominium, planned unit development (PUD).
  - (b) Application for a building permit.
  - (c) Any work requiring a Soil Erosion and Sedimentation Control Permit.
  - (d) Any work requiring an Inland Lakes and Streams Permit.
  
- (2) **Required Plan Information.** All plans prepared for recording, site plan review, and all right-of-way plans shall clearly:
  - (a) Show the extent, including dimensions, of any riparian buffer on the subject property.
  - (b) Identify all adjacent wetlands.
  - (c) Identify percent slope of lands adjacent to waterway.
  - (d) Identify the 100-year floodplain limits.
  - (e) Label the riparian buffer.
  - (f) Provide a note to reference the riparian buffer stating: “There shall be no clearing, grading, construction or disturbance of vegetation except as permitted by the City of Marquette”.
  
- (3) **Required Native Trees and Shrubs.** All new plantings must be native species. -The following are the required minimum frequencies for plants in a riparian buffer area when an activity requires inventory and, if necessary, planting (see [Section 54.320\(H\)\(5\)](#) for species requirements):
  - (a) One (1) native tree per every 10 lineal feet of each stream bank.
  - (b) Four (4) native shrubs per every 10 lineal feet of each stream bank.
  
- (4) **Required Native Groundcover.** If any part of the riparian buffer area is fallow or lacking any plants at all, native grass and/or native wildflowers shall be planted using the following (see [Section 54.320\(H\)\(5\)](#) for species requirements):
  - (a) Grass seed at a rate required by seed package.
  - (b) Straw mulch at one bale per 100 square feet.
  
- (5) **Permitted and Prohibited Species of Plantings.** ~~A list of allowable and prohibited native species of trees, shrubs, and groundcover shall be maintained by City staff and may include recommended species of the Natural Resources Conservation Service (NRCS) based on~~

general soil type. Existing and proposed vegetation may not include plant species identified as invasive, noxious in the City Code or Land Development Code, or by the USDA Natural Resources Conservation Service (NRCS) for this county or region. The NRCS's PLANTS database should be used to verify species acceptability prior to Site Plan Review application.

## Section 54.321 Marquette Downtown Waterfront District Form-Based Code

<b>(D) Marquette Waterfront – General 3</b>
<b>(12) Corner Lots (General 3)</b>
Corner lots shall satisfy the MDW District requirements for the full RBL length <b>(which is the total of all the STREET FRONTAGES)</b> – unless otherwise specified in this Section.

<b>(E) Marquette Waterfront – General 5</b>
<b>(6) Corner Lots (General 5)</b>
Corner lots shall satisfy the MDW District requirements for the full RBL length <b>(which is the total of all the STREET FRONTAGES)</b> – unless otherwise specified in this Section.

<b>(F) Marquette Waterfront – North Lakeshore Frontages</b>
<b>(10) Corner Lots (North Lakeshore)</b>
Corner lots shall satisfy the MDW District requirements for the full RBL length <b>(which is the total of all the STREET FRONTAGES)</b> – unless otherwise specified in this Section.

<b>(I) Marquette Waterfront - Founders 5</b>
<b>(6) Corner Lots (Founders 5)</b>
Corner lots shall satisfy the MDW District requirements for the full RBL length <b>(which is the total of all the STREET FRONTAGES)</b> – unless otherwise specified in this Section.

### (K) Definitions

#### (2) Defined Terms

- (e) BUILDABLE AREA:** The area of the lot that building(s) may occupy, which includes the entire area of the lot behind the RBL, exclusive of any setbacks. The BUILDABLE AREA sets the limits of the building footprint. Additions to structures must be within the designated area. **The BUILDABLE AREA does not include any portion of the site located behind the PARKING SETBACK LINE that is designed or utilized as OPEN AREA.**
- (u) OPEN AREA:** The area within the BUILDABLE AREA and behind the PARKING SETBACK LINE accessible to occupants of the particular building or site as private open space and (primarily) open to the sky. Additional specifications for the OPEN AREA may be included in each BUILDING FORM STANDARD. OPEN AREA shall *not* be built upon, parked, or driven upon (except for emergency access.) **For purposes of this definition, OPEN AREA does not include portions of the site that are not intended to be accessible to occupants due to the placement of parking, landscaping, or other functional constraints.**
- (x) PARKING SETBACK LINE:** A line/plane indicated on the REGULATING PLAN which generally extends vertically and parallel with the RBL. All parking shall be behind this line, except where indicated on the REGULATING PLAN, or in the BUILDING FORM STANDARDS. The PARKING SETBACK LINE is a minimum

distance from the RBL and parking may be placed anywhere within the lot behind this line, except where otherwise specified in the MDW District. A line/plane indicated on the REGULATING PLAN, extending generally vertically and parallel to the RBL, that establishes the minimum distance behind the RBL where parking may be located. The PARKING SETBACK LINE applies only to portions of the lot where parking is physically feasible or intentionally designed. Where a building occupies the RBL or where site conditions make parking impossible or not intended, the PARKING SETBACK LINE does not apply. Parking may be placed anywhere behind this line, except where otherwise limited by the MDW District or REGULATING PLAN.

**(ww) USE, RETAIL:** RETAIL uses shall be considered to encompass all of the following (see [Article 6](#) for applicable standards for specific uses):

- (i) **RETAIL SERVICE:** Establishments providing services, as opposed to products, to the general public, including restaurants, hotels and motels, hostels, indoor recreation, finance, real estate and insurance, travel agencies, health, and educational services, galleries, and temporary storage of recreational equipment, provided that the temporary storage is ancillary to the primary retail service.
- (ii) **RETAIL SPECIALTY:** Include, but are not limited to the sale of gifts, antiques, flowers, books, jewelry, wearing apparel or craft shops making articles exclusively for sale at retail on the premises.
- (iii) **RETAIL TRADE:** Establishments engaged in selling new goods or merchandise to the general public for personal or household consumption and rendering services incidental to the sale of such goods.

## Section 54.322: TSC, Third Street Corridor District Form-Based Code

Figure 29. TSC - Parking Occupancy Rates

USES	MONDAY THROUGH FRIDAY			SATURDAY AND SUNDAY		
	8AM – 6PM	6PM – 12AM	12AM – 8AM	8AM – 6PM	6PM – 12AM	12AM – 8AM
Residential	60%	100%	100%	80%	100%	100%
Lodging	70%	100%	100%	70%	100%	100%
Office	100%	20%	5%	5%	5%	5%
Retail	90%	80%	5%	100%	70%	5%
Restaurant	70%	100%	100%	70%	100%	100%
Movie theater	40%	80%	10%	80%	100%	10%
Entertainment	40%	100%	10%	80%	100%	50%
Conference	100%	100%	5%	100%	100%	5%
Civic (non-church)	100%	20%	5%	10%	10%	5%
Civic (church)	20%	20%	5%	100%	50%	5%

Calculation of parking space requirements from [Figure 28](#) may be reduced by the rates above, as they correspond to a particular use and the hours of operation for that use.

## Section 54.323 PUD, Planned Unit Development District

**(I) Final Approval of Planned Unit Development.**

- (1) City Commission Action.** Upon receipt of the report and recommendation of the Planning Commission, the City Commission shall hold a public hearing in accordance with [Section 54.1406](#) and review all findings. If the

City Commission approves the PUD, approval shall be granted only upon the City Commission determining that all provisions of this Section have been met and that the proposed development will not adversely affect the public health, welfare, and safety.

- (2) **PUD Zoning.** Upon approval by the City Commission, the subject site shall be rezoned to “Planned Unit Development” in accordance with the procedures of [Section 54.1405](#).
- (3) **PUD Agreement.** Upon approval of the PUD by the City Commission, the City Commission shall instruct the City Attorney to prepare a contract setting forth the conditions upon which such approval is based and which contract, after approval by resolution of the City Commission, shall be executed by the City and the applicant. The agreement shall become effective upon execution after its approval. The agreement shall be recorded with the County Register of Deeds by the City Clerk. If the agreement is not executed within one (1) year of approval of the by the City Commission, the PUD approval shall expire.
- (4) **PUD Development.** Once an area has been included within a plan for PUD and the City Commission has approved such plan, all development must take place in accordance with such plan unless changes have been approved by the City Commission.
- (5) **Termination of PUD by Applicant.** ~~An approved PUD plan may be terminated by the applicant or the applicant's successors or assigns, prior to any development within the area involved, by filing with the City Clerk and Community Development Department, and recording in the County Register of Deeds an affidavit so stating. The approval of the PUD plan shall terminate upon such recording. No approved PUD plan shall be terminated after development commences except with the approval of the City Commission and of all parties with interest in the land. After termination, the City shall commence rezoning the site to its previous zoning classification or a different zoning classification supported by the Master Plan, in accordance with [Section 54.1405](#).~~

**(a) Prior to any development**

~~The City shall terminate the PUD if this section is met. If the right to develop under the approved plan is terminated by the City, the City shall commence rezoning the site to its previous zoning classification or a different zoning classification supported by the Master Plan, in accordance with [Section 54.1405](#), and the City will record an affidavit with the County Register of Deeds stating the termination. The approval of the PUD plan shall terminate upon such recording.~~

- ~~(i) An approved PUD plan may be terminated by the applicant or the applicant's successors or assigns, prior to any development within the area involved, by filing a rezoning application with the Community Development Department and a letter requesting termination of the PUD.~~
- ~~(ii) Within a period of two (2) years following approval of the PUD Agreement by the City Commission, preliminary plats ([Section 54.501](#)) or final site plans ([Section 54.1402](#)) for an area embraced within the PUD must be submitted as hereinafter provided. If such plats or plans have not been submitted within the two-year period, the right to develop under the approved plan shall be terminated by the City. Upon the developer's showing of good cause, the Planning Commission can recommend and the City Commission grant an extension of up to two (2) years for submission of the preliminary plat and/or final site plan.~~

**(b) After development commences**

- ~~(i) In the event an applicant seeks to terminate a PUD during development or following completion of development, the applicant shall be required to petition for rezoning to either the prior zoning classification or an alternative classification consistent with the Master Plan, pursuant to [Section 54.1405](#). Termination of the PUD shall not be effective unless and until the City Commission grants approval of the requested rezoning. The City will record an affidavit with the County Register of Deeds stating the termination. The approval of the PUD plan shall terminate upon such recording.~~

- ~~(6) **Expiration.** Within a period of two (2) years following approval of the PUD Agreement by the City Commission, preliminary plats ([Section 54.501](#)) or final site plans ([Section 54.1402](#)) for an area embraced within the PUD must be submitted as hereinafter provided. If such plats or plans have not been submitted~~

~~within the two-year period, the right to develop under the approved plan shall be terminated by the City. Upon the developer's showing of good cause, the Planning Commission can recommend and the City Commission grant an extension of up to two (2) years for submission of the preliminary plat and/or final site plan. If the right to develop under the approved plan is terminated by the City, the City shall commence rezoning the site to its previous zoning classification or a different zoning classification supported by the Master Plan, in accordance with [Section 54.1405](#)~~

### **SECTION 3. Article 4 Schedule of Regulations**

**Chapter 54 – LAND DEVELOPMENT CODE, Article 4 – Schedule of Regulations is hereby amended as follows:**

#### **Article 4 Schedule of Regulations**

#### **Section 54.403 Footnotes to Schedule of Regulations**

- (A) **Permitted Front Yard Setback Encroachments in the MDR and MFR Districts.** In the MDR and MFR districts, open front porches may encroach into the required front yard setback, provided the encroaching porch is for the first story only and is setback at least five (5) feet from the front lot line.
- (B) **Reduced Minimum Front Yard Setback in the LDR and MDR Districts.** If the average front yard setback of the principal buildings on the same block are less than the minimum front yard setback of the district, the minimum front yard setback of a subject lot in the LDR district or MDR district may be reduced to that average, provided the principal buildings used in the average are on the same side of the street and on the same block as the subject lot.
- (C) **Minimum Lot Area for Two-Family Dwellings (Duplexes) in the MDR, M-U, TSC, and MFR Districts.** In the MDR, M-U, TSC, and MFR District, the minimum lot area for a two-family dwelling (duplexes) is 6,000 sq. feet.
- (D) **Minimum Lot Width for Two-Family Dwellings (Duplexes) in the MDR M-U, TSC, and MFR Districts.** In the MDR, M-U, TSC, and the MFR District, the minimum lot width for a two-family dwelling (duplex) is 50 feet.
- (E) **Minimum Lot Area and Width for Three Family and Four Family Dwellings in the **MDR**, M-U, TSC, and MFR Districts.**
  - (1) In the MDR, M-U, TSC, and the MFR District, the minimum lot area for a three-family and four family dwellings is 9,000 sq. feet.
  - (2) In the MDR, M-U, TSC, and the MFR District, the minimum lot width for a three-family and four family dwellings is 75 feet.
- (F) **Minimum Front Yard Setback in the M-U and GC Districts.** In the M-U and GC districts, the minimum front yard setback is 0 ft. if there is at least a 10-foot distance between the front lot line and the curb/edge of the street. If there is not at least a 10-foot distance between the front lot line and the curb/edge of the street in these districts, the minimum front yard setback shall be increased accordingly so that the minimum separation distance between a structure and the curb/edge of the street is at least ten (10) feet.

- (G) Maximum Front Yard Parking in the M-U and GC Districts.** Although there are no maximum front yard setbacks in the M-U and GC districts, refer to [Article 9](#) for the maximum allowable parking in the front yard of the M-U ([Section 54.902\(E\)\(3\)](#)) and GC ([Section 54.902\(E\)\(4\)](#)) districts.
- (H) Separation Distance of Multiple-Family Structures.** The proposed separation distance between buildings must be determined to comply with the Michigan Building Codes and meet all other requirements for fire safety and maintenance of structures. These requirements must be established before submitting preliminary or final site plans for City approval.
- (I) Reduced Side Yard Setbacks in the M-U, CBD, and GC Districts.** In the M-U, CBD, and GC districts the side yards may be eliminated under the following conditions:
- (1)** The side walls are of fireproof construction and are wholly without opening.
  - (2)** The zoning of the adjacent property is M-U, CBD, GC, Marquette Downtown Waterfront District, or Third Street Corridor District.
- (J) Modified Rear Yard Setbacks in the M-U and CBD Districts.** In the M-U and CBD districts the required rear yard may be measured from the center of an alley abutting the rear lot line, provided the structure is not located in the alley.
- (K) Each parcel in the MFR district that contains a multiple-family residential use shall have:**
- (1)** A maximum lot coverage ratio of 0.50.
  - (2)** Minimum outdoor livability space of 0.30.
- (L) Accessory Buildings and Structures.** For accessory buildings and structures, additional requirements for side yard setbacks, rear yard setbacks, and height are in [Section 54.705](#).
- (M) Height Exceptions and Increased Setbacks for Multiple-Family 5+ Dwelling Buildings in the MFR District.** For multiple-family buildings in the MFR District, the height may be increased above 36.5 feet to a maximum of 44 feet provided that 1 foot shall be added to all of the minimum yard setbacks for each 1 foot that the building exceeds 36.5 feet in height.
- (N) Height Exceptions and Increased Setbacks for Principal Buildings in the MFR and M-U Districts.** If the subject lot is adjacent to a lot zoned LDR, MDR, C, or CR, any portion of the building higher than 36.5 feet must be setback at least 8 feet from a minimum front yard setback line and at least 10 feet from any other minimum yard setback line. The maximum height allowed is 44 feet.
- (O) Height Bonus for Residential Use Inclusion in the Central Business District.** A building may exceed a building height of 74 feet to a maximum of 84 feet, only if it is designed to include at least four (4) residential dwelling units that are – in total square feet of area – at least equivalent to the extent of the footprint of the ground floor of the building in square feet.
- (P) Modified Height and Setback Requirements in the IM District.** The Planning Commission may permit via special land use approval a greater height than the maximum allowed in the schedule of regulations in the IM district, provided that the front, side, and rear yards specified in [Section 54.402](#) and [Article 6](#) are increased by one (1) foot for each foot of building height that exceeds the maximum allowed. However, in no case shall the height of any structure in the IM district exceed the horizontal setback distance from the structure to a lot line; where the property abuts

a right-of-way, up to 1/2 width of said right-of-way may be used in calculation the required yard; in no instance may the yard be less than the minimum specified in [Section 54.402](#), and for accessory structures as specified in [Section 54.705](#).

**(Q) Height Exemptions.** There shall be no height restriction on chimneys, flagpoles, public monuments, and wireless telecommunications facilities except when they are part of a special land use. Items attached to a building such as chimneys, weather vanes, lightning arrestors, etc. may be exempt as well.

**(R) Increased Rear Yard Setbacks for the CR District.** The CR district has a minimum rear yard setback of 50 feet from the ordinary high water mark of Lake Superior.

**(S) Storm Water Management.**

(1) For Single-family and Two-family dwelling units **Parcels containing no more than four (4) total dwelling units:**

(a) **Maximum Impervious Surface Coverage of a Lot in the LDR and MDR Districts, and single-family dwellings, and two-family dwelling units, triplex, and quadplex in other zoning districts:** The maximum impervious surface coverage of a lot in the LDR and MDR Districts, and single-family and two-family uses in all other zoning districts shall be based on the lot areas as follows:

**Figure 31. Maximum Impervious Surface Coverage for one and two family dwelling units parcels containing no more than four (4) total dwelling units**

Maximum Impervious Surface Coverage Based on Lot Area
60% of the lot area up to 8,712 sq. ft. (1/5 acre or less);
50% of the area of the lot between 8,713 sq. ft. and 21,780 sq. ft. (1/2 acre);
40% of the area of the lot between 21,781 sq. ft. and 43,560 sq. ft. (1 acre);
30% of the area of the lot over 1 acre

(2) For all uses except Single-family and Two-family dwelling units **parcels containing no more than four (4) total dwelling units**, please refer to [Section 54.803](#) Storm Water Management.

(3) Rain gutters and downspouts may be required on new/reconstructed buildings to prevent **increased** stormwater runoff to adjoining private properties. They shall be installed where the finished grade will slope down from the closest wall of the new/reconstructed building to the adjoining property, with flow from the downspout directed to into the same property (e.g. into a rain barrel, a French drain, or to a transverse conduit leading to a location where stormwater will percolate into the original property).

**(T) Landscape Buffer and Greenbelt Requirements.** The minimum setbacks vary in accordance with the landscape buffer and greenbelt standards of [Section 54.1003\(D\)](#).

**(U) Corner Lots.** Corner lots will have a reduced rear yard setback, to match that of the largest required side yard setback dimension for the zoning district that is necessary to meet the total of two sides requirement for that zoning district. For example, if the total (2-side) side yard setback requirement is 13 feet per [Sec. 54.402](#), and the smallest side yard setback must be at least 5 ft. (as in MDR districts), then the *rear yard dimension for a corner lot* will be the difference between 13 ft. and the calculated dimension for the actual smallest side yard setback – which would be 8 ft. if the smallest side yard setback from the main structure is calculated to be 5 feet (Note: It is important to note that should the existing

structure's side yard setback be less than 5 feet, that side yard will still be designated as the minimum setback at 5 feet.)

- (V) **Height Exceptions and Increased Setbacks for Principal Buildings.** For principal buildings, the height may be increased above 31.5 feet to a maximum of 44 feet provided that 0.25 foot for lot widths under 75 feet and 0.50 foot for lot widths 75 feet or greater shall be added to all of the minimum yard setbacks for each 1 foot that the building exceeds 31.5 feet in height.

## **SECTION 4. Article 5 – Supplemental Zoning District Standards**

**Chapter 54 – LAND DEVELOPMENT CODE, Article 5 – Supplemental Zoning District Standards is hereby amended as follows:**

### **Article 5 Supplemental Zoning District Standards**

#### **Section 54.502 Land Division Regulations**

- (A) **Purpose.** The City finds that this section is necessary to regulate the division and partitioning of parcels of land which are not subject to platting procedures and requirements, and to regulate division and partitioning of parcels located in recorded subdivisions. The purpose of this section is to enable the parcel owners in the City of Marquette to divide their parcels, including subdivision parcels as there is a legitimate question of law as to whether subdivision parcels can be split without a City ordinance to that effect. This section shall promote the public health, safety, and general welfare by regulating the division of parcels so that the resulting partial parcel owners and neighboring parcel owners shall not be adversely affected by undersized parcels of land or illegal parcel splits. This section is created pursuant to Public Act No. 110 of 2006 (MCL 125.3101 et seq.) and Public Act No. 288 of 1967 (MCL 560.101 et seq.), as amended. This section of the Land Development Code shall be considered the ordinance referred to in Section 109(5) of Public Act No. 288 of 1967 (MCL 560.109(5)) which have been adopted to carry out the provisions of Act No. 288.
- (B) **Definitions.** In addition to the definitions in [Article 2](#), related terms defined elsewhere in the Land Development Code, and Public Act 288 of 1967 (Land Division Act), the following definitions apply to this Section:
- (1) **Division or Split:** The partitioning or splitting of a parcel or tract of land by the proprietor thereof or by his or her heirs, executors, administrators, legal representatives, successors, or assigns for the purpose of sale, or lease of more than 1 year, or of building development that results in 1 or more parcels of less than 40 acres or the equivalent, and that satisfies the requirements of this Ordinance and Public Act No. 288 of 1967 (MCL 560.101 et seq.), as amended. The term “division” does not include a property transfer between 2 or more adjacent parcels, if the property taken from 1 parcel is added to an adjacent parcel; and any resulting parcel shall not be considered a building site unless the parcel conforms to the requirements of this Ordinance.
- (2) **Exempt Split:** The partitioning or splitting of a parcel or tract of land by the proprietor thereof or by his or her heirs, executors, administrators, legal representatives, successors, or assigns that does not result in 1 or more parcels of less than 40 acres or the equivalent.

For a property transfer between 2 or more adjacent parcels, if the property taken from 1 parcel is added to an adjacent parcel, any resulting parcel shall not be considered a building site unless the parcel conforms to the requirements of this Ordinance.

**(3) Subdivide or Subdivision:** The partitioning or splitting of a parcel or tract of land by the proprietor thereof or by his or her heirs, executors, administrators, legal representatives, successors, or assigns for the purpose of sale, or lease of more than 1 year, or of building development that results in 1 or more parcels of less than 40 acres or the equivalent, and that is not exempted from the platting requirements of Public Act No. 288 of 1967 (MCL 560.101 et seq.), as amended. "Subdivide" or "subdivision" does not include a property transfer between 2 or more adjacent parcels, if the property taken from 1 parcel is added to an adjacent parcel; and any resulting parcel shall not be considered a building site unless the parcel conforms to the requirements of this Ordinance or Public Act No. 288 of 1967 (MCL 560.101 et seq.), as amended.

**(C) Scope of Regulations.** Parcels in the city shall not be divided without prior review and approval by the City Assessor, or other official designated by the City Commission, upon consultation with the Zoning Administrator, in accordance with the provisions of this section, unless the division or partition is approved and a part of a recorded plat, pursuant to Public Act No. 288 of 1967 (MCL 560.101 et seq.), or unless such division or partition is approved pursuant to the Condominium Act, Public Act No. 59 of 1978 (MCL 559.101 et seq.). Exempt from the requirements of this section are parcels split through a Circuit Court action under MCLA 560.221 through 560.229.

**(D) Application for Land Divisions.** An applicant shall file with the City Assessor, or other official designated by the City Commission, all of the following for review and approval of a proposed parcel split before any split can be made:

**(1) Application.** A completed application on such form as may be provided by the City. If a transfer of division rights is proposed in the land transfer, then information about the terms and availability of the proposed division rights transfer shall be submitted with the application. Such information shall be in a form that satisfies the written notice requirements specified in Section 109(2) of the Land Division Act.

**(2) Proof of Ownership.** Proof of fee ownership of the land to be divided.

**(3) Survey or Tentative Parcel Map.** A survey or tentative parcel map of the parcel, including the location, setbacks, and dimensioned encroachments of all existing structures, indicating the adequate and accurate dimensions and legal description of the entire parcel and each split to be made. The survey or tentative parcel map must include the means of access from each resulting parcel to an existing road or street, the location of all existing and proposed public and private easements and rights-of-way, and the location of surface water, lakes, ponds, streams, and wetlands. **For the initial application submittal, A a** tentative parcel map is only allowed to be submitted if there are no structures or improvements on the parcel.

**(4) Legal Descriptions.** A legal description of existing parcels of land involved in the proposed land division. Tentative approval may be granted without formal legal descriptions of all parcels that would result from the requested division of land, but legal descriptions must be received before final approval is granted. The legal descriptions shall be in a form sufficient for recording with the Marquette County Register of Deeds, and shall indicate

the acreage of all parcels.

(5) **Deed Restrictions.** Copies of existing or proposed deed restrictions related to the proposed parcels.

(6) **Proof that Land Division Standards are Met.** Proof that all requirements of [Section 54.502\(F\)](#) of this section have been met.

(7) **History of Prior Divisions.** History of any prior parcel splits regarding this parcel.

(8) **Fee.** The fee as ~~may from time to time be~~ established by resolution of the City Commission.

**(E) Procedures for Review and Approval.**

(1) **Application Review.** Upon receipt of a land division application and all other supporting documents, the City Assessor, or other official designated by the City Commission, upon consultation with the Zoning Administrator, shall approve, approve with reasonable conditions to assure compliance with this article, or disapprove the parcel split within 45 days after receipt of the complete application package. The applicant shall be sent notice of the decision in writing within the 45 days and, if disapproved, the reasons for the denial. If the application package does not conform to the article requirements, the application may be returned to the applicant for refile. If the land division application meets the requirements of this Ordinance but includes a tentative parcel map instead of a survey, the land division application shall be approved with conditions within 45 days with the condition that a survey must be submitted for City review and confirmation with Ordinance standards prior to recording the land division survey with the Marquette County Register of Deeds.

(2) **Appeals.** Any applicant aggrieved by the decision of the Assessor, or designee, may, appeal the decision per [Section 54.1404](#).

(3) **Record of Applications and Decisions.** The City Assessor, or other official designated by the City Commission, shall maintain an official record of all parcel splitting applications and decisions.

**(F) Standards for Granting Land Division Approval.** The splitting or partitioning of a parcel is prohibited unless approved in the manner required by this section in complete accordance with the following rules and regulations:

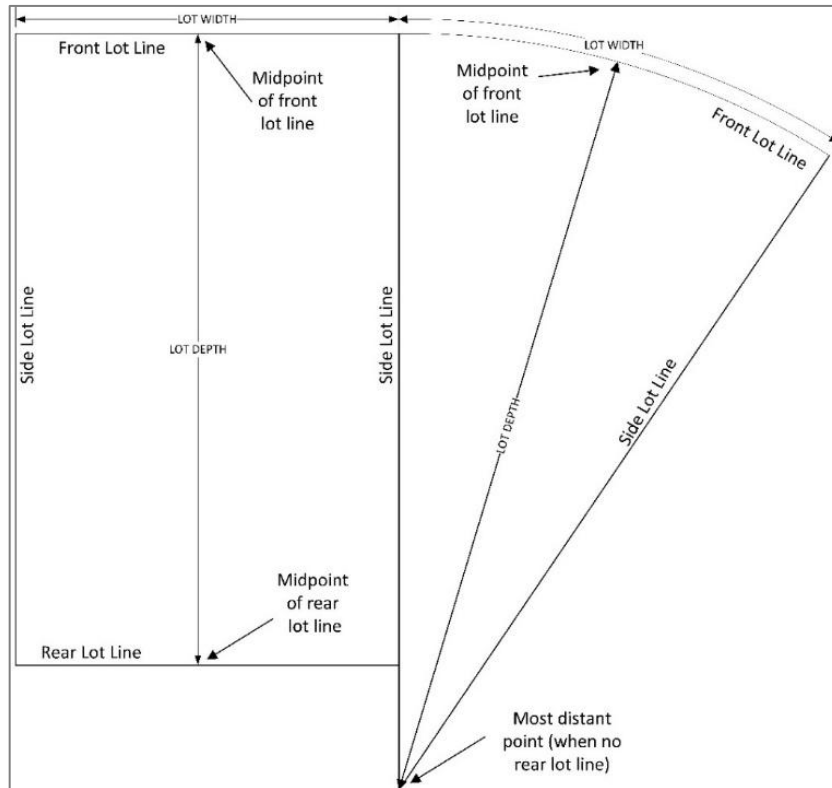
(1) **Number of Divisions for Non-Platted Parcels.** The number of parcels created by a land division shall not exceed the amount specified by Section 108 of the Land Division Act (MCL 560.108). Accordingly, a proposed land division, together with any previous divisions of the same parent parcel or parent tract, shall result in a number of parcels not more than the sum of the following:

(a) For the first ten (10) acres, or fraction thereof, in the parent parcel or parent tract: four (4) parcels; beginning March 24, 2027, this limit shall increase to ten (10) parcels.

- (b) For each whole ten (10) acres in excess of the first ten (10) acres in the parent parcel or parent tract: one (1) additional parcel, for up to a maximum of 11 additional parcels.
  - (c) For each whole 40 acres in excess of the first 120 acres in the parent parcel or parent tract: one (1) additional parcel.
  - (d) If the parent parcel or parent tract is 20 acres or greater, the land division may result in a total of two (2) additional parcels, provided, one or both of the following conditions exist:
    - (i) Because of the establishment of one or more new roads, no new driveway access to an existing public road is required or created for any of the resulting parcels.
    - (ii) One of the resulting parcels comprises not less than 60% of the area of the parent parcel or parent tract.
  - (e) A parcel of 40 acres or more created by the division of a parent parcel or parent tract shall not be counted toward the number of parcels permitted, and is not subject to Section 109 of the Land Division Act (MCL 560.109).
- (2) Additional Future Divisions for Non-Platted Parcels.** A parcel or tract created by an exempt split or a division is not a new parent parcel or parent tract and may be further partitioned or split without being subject to the platting requirements of the Land Division Act if all of the following requirements are met:
- (a) Not less than ten (10) years have elapsed since the parcel or tract was recorded.
  - (b) The partitioning or splitting results in not more than the following number of parcels, whichever is less:
    - (i) Two (2) parcels for the first ten (10) acres, or fraction thereof, in the parcel or tract, plus one (1) additional parcel for each whole ten (~~2~~10) acres in excess of the first ten (10) acres in the parcel or tract.
    - (ii) A total of seven (7) parcels, except that a total of ten (10) parcels may result if one of the resulting parcels under this subsection comprises not less than 60% of the area of the parcel or tract being partitioned or split.
    - (iii) The partitioning or splitting satisfies the requirements of Section 109 of the Land Division Act (MCL 560.109).
- (3) Depth-to-Width Ratio of Non-Platted Parcels.** Depths of parcels created as a result of division of land shall be not greater than four (4) times the parcel width. The City may permit parcels with proportions that vary from such standards where such action would reduce existing nonconformance with the standards set forth in this Ordinance or, in the determination of the Zoning Administrator, a variation is necessary due to exceptional topographic or physical conditions with respect to the parcel and compatibility with

surrounding lands.

**Figure 34. How to measure Lot Depth and Width**



**(4) Zoning Requirements for Non-Platted Parcels.** All parcels created as a result of a division of land shall comply with all applicable zoning requirements, including minimum lot area, lot width, public road frontage and parking requirements. Each parcel created as a result of a division of land shall be “accessible” (see definition of “Accessible” in Public Act 288 of 1967, as amended). A parcel that is smaller in area than currently required by this Ordinance shall not be divided further. Notwithstanding such requirements, land division proposals may be approved in the following circumstances:

- (a) When the proposed division of land would reduce the degree of existing nonconformity with zoning standards; or
- (b) When the division of land is proposed with the intention of immediately combining portions of the original parcel with additional land for the purpose of creating a new parcel, provided the new parcel is in compliance with this Ordinance or reduces the degree of nonconformity with zoning requirements.

**(5) Division of Land in a Recorded Plat.** A subdivision parcel, outlot, or other parcel of land in a recorded plat may be divided pursuant to the requirements of this section only if such parcel, outlot, or other parcel meets all of the following requirements:

- (a) No parcel in a recorded plat shall be divided into more than four (4) parts.
- (b) No resulting parcel shall be less than those dimensions prescribed in this Ordinance.

- (c) All resulting lots shall abut a public road or an existing private road on a recorded plat map.
- (d) In the event that one or more of the four (4) possible resulting parcels would be an addition to an adjoining subdivision parcel, without creating a new parcel, the width and area requirements of this Ordinance do not have to be met. The resulting parcel cannot be split off from the adjoining parcel as a separate parcel. See definitions of "Division," "Exempt Split," and "Subdivide or Subdivision" in [Section 54.502\(B\)](#) for property transfers between two (2) or more adjacent parcels.
- (G) **Enforcement.** The City Assessor or other designated official shall inform the grantors and grantees of any such violation of this section and these parties shall take immediate steps to correct the matter. In the event that the violation of this section is not corrected within 30 days after written notice is mailed or personally delivered, the violation may be punished as a municipal civil infraction in accordance with [Article 15](#)

### Section 54.503 Condominium Developments

- (A) **Intent and Application.** The following regulations shall apply to all condominium and site condominium developments within the City of Marquette.
- (B) **Site Condominiums.** Pursuant to authority conferred by Section 241 (Law, Ordinance, or Regulation of Local Unit of Government) of the Condominium Act, as amended, all site condominiums must be approved by the City Commission following review and recommendation for approval by the Planning Commission. In determining whether to recommend a site condominium for approval to the City Commission, the Planning Commission shall consult with and receive a written response from the Planning Director, City Attorney, City Engineer, and Zoning Administrator regarding the adequacy of the master deed, deed restrictions, utility systems and street, development layout and design, and compliance with all requirements of the Condominium Act and the Land Development Code. The master deed and deed restrictions shall be reviewed by City staff following City Commission approval, in accordance with [Section 54.503\(H\)](#).
  - (1) **Notice.** Prior to the Planning Commission meeting, a notice shall be sent by mail or personal delivery to the contiguous adjacent property owners, and the adjacent property owners from the site access point (this includes those across the street from the site access point).
- (C) **Condominiums.** Pursuant to authority conferred by Section 241 (Law, Ordinance, or Regulation of Local Unit of Government) of the Condominium Act, as amended, all condominiums must be approved by City Staff through an administrative site plan review as outlined in this section. The Planning Director, City Attorney, and Zoning Administrator will review the condominium regarding the adequacy of the master deed, deed restrictions, interior development layout and design, and compliance with all requirements of this Condominium Act and the Land Development Code.
- (D) **Initial Information.** Concurrently with notice required to be given to the City of Marquette pursuant to Section 171 (Notice of Proposed Action) of Condominium Act, as amended, the condominium subdivision plan for each condominium and site condominium project shall be prepared by a licensed architect, licensed professional surveyor, or licensed professional engineer and shall bear the signature and seal of the licensed architect, licensed

professional surveyor, or licensed professional engineer. In addition to any information required by the Condominium Act or Department of Licensing and Regulatory Affairs (LARA) Administrative Rules 559.010-559-903, each condominium and site condominium subdivision plan must include the following information:

- (1) The name, address, telephone number, and email address of:
    - (a) All persons, firms or corporation with an ownership interest in the land on which the condominium development will be located together with a description of the nature of each entity's interest (for example, fee owner, optionee, or land contract vendee).
    - (b) All engineers, attorneys, architects or registered land surveyors associated with the project.
    - (c) The developer or proprietor of the condominium development.
  - (2) A cover sheet. The cover sheet shall list all documents included in the condominium subdivision plan and contain a notice that reads substantially as follows: "This condominium subdivision plan is not required to contain detailed project design plans prepared by the appropriate licensed design professional. Such project design plans are filed, as part of the construction permit application, with the enforcing agency for the state construction code in the relevant governmental subdivision. The enforcing agency may be a local building department or the state department of licensing and regulatory affairs."
  - (3) A survey plan, including the legal description of the land on which the condominium project will be developed together with appropriate tax identification numbers. The survey plan shall be signed and sealed by the licensed professional surveyor preparing the boundary survey for the condominium project.
  - (4) A floodplain plan, if the condominium lies within or abuts a floodplain area.
  - (5) A site plan (See [Section 54.1402\(C\)](#)).
  - (6) A utility plan, including a description of the water and sewer service.
  - (7) Floor plans.
  - (8) The size, location, area, and horizontal boundaries of each condominium unit and the acreage content of the land on which the condominium development will be developed.
  - (9) A number assigned to each condominium unit.
  - (10) The vertical boundaries and volume for each unit comprised of enclosed air space.
  - (11) Building sections showing the existing and proposed structures and improvements including their location on the land. Any proposed structure or improvement shall be labeled either "must be built" or "need not be built". To the extent that a developer is contractually obligated to deliver utility conduits, buildings, sidewalks, driveways, landscaping, and an access road, the same shall be shown and designated as "must be built", but the obligation to deliver such items exists whether or not they are so shown and designated.
  - (12) The nature, location, and approximate size of the common elements.
  - (13) Other information deemed necessary by the Zoning Administrator.
- (E) **Site Plans for New Projects.** Prior to recording of the master deed required by Section 72 (Establishment of Condominium Project) of the Condominium Act, as amended, the condominium and site condominium development shall undergo site plan review and approval pursuant to the requirements of [Section 54.1402](#) of this Ordinance. In addition, the City shall require appropriate engineering plans and inspections prior to the issuance of any certificates of occupancy. All condominium and site condominium projects are subject to the zoning requirements of their respective zoning districts and this Ordinance.

**(F) Plans for Expandable or Convertible Projects.** Prior to expansion or conversion of a condominium or site condominium development to additional land, the new phase of the project shall undergo site plan review and approval pursuant to [Section 54.1402](#) of this Ordinance and this [Section 54.503](#). The conversion of any development to condominium form of ownership shall require all standards and requirements of this Ordinance regarding condominiums to be met.

**(G) Design and Engineering Standards and Required Improvements for Site Condominium Developments.** The design and engineering standards for site condominium developments, as well as required improvements for site condominium developments, shall be the same as those required for subdivisions in [Section 54.501\(E\)](#).

**(1) Exception:** If there are no other public streets within 1,500 feet of the nearest site condominium parcel line or if the proposal is for a private road meeting the standards of an approved (PUD), then the site condominium parcel can have private road frontage and any of the street development standards do not have to be met in Section 54.501(E) (1), (2), (6), (7), and (8) items. The standards in Section 54.501(E) (3), (4), and (5) do have to be met, however any reference to “street” will be replaced with “private road”.

**(H) Approval and Submittal requirements for Master Deed, Restrictive Covenants, “As Built” Survey and Site Plan, and Association Bylaws to be Furnished.**

**(1)** Approval of the condominium and site condominium by the City Commission or City Staff, shall confer upon the developer the right to proceed with preparation of a condominium master deed. The master deed and/or restrictive covenants of the condominium and site condominiums shall include any required standards of this Ordinance.

**(2)** Copies of the draft master deed and/or restrictive covenants shall be provided to the Zoning Administrator for review by the City to determine compliance with City ordinances and standards prior to final approval of the condominium or site condominium or as a condition of final approval. **The timing and procedure for such submittal shall be as set forth in subsections (a) and (b) below, based upon the applicable approval process. Once the review is complete and the City gives its final approval following review and final approval by the City,** the Master Deed shall be recorded in the office of the Marquette County Register of Deeds.

**(a) Site Condominiums.** For site condominiums approved by the City Commission, the draft master deed and/or restrictive covenants shall be submitted to the City zoning office within a reasonable period following City Commission approval, and in all cases prior to one (1) year from the date of approval, in order to satisfy the requirements of [Section 54.503\(H\)\(3\)](#).

**(b) Condominiums.** For administratively reviewed condominiums, the applicant shall submit a revised master deed and/or restrictive covenants if review of such documents is required pursuant to [Section 54.503\(C\)](#), to the City zoning office addressing all staff review comments within a reasonable period, not to exceed one (1) year from the date the City transmits its initial written review comments. If the revised documents are not submitted within this period, the condominium application shall be considered inactive and shall expire upon written notice from the City. Any resubmittal after expiration shall require a new application and payment of all applicable fees.

**(3)** Within 1 year of the final approval by the City, the developer shall furnish the Zoning Administrator with the following upon their completion: one (1) copy of the recorded master deed, one (1) copy of all restrictive covenants, and one (1) copy of the condominium owner's association bylaws. Within 1 year of the completion of development project the developer shall furnish the Zoning Administrator with two (2) copies of an "as built survey". The "as built survey" shall be reviewed by the City Engineer and/or the Zoning Administrator to verify compliance with City ordinances and standards. Once the City verifies that the "as built survey" is in compliance with City ordinance and standards, the proprietor shall furnish to the City a copy of the site plan on 24 inch by 36 inch sheets and in a digital format acceptable to the City. As-built plans are required pursuant to [Section 54.1402\(L\)](#).

- (I) Monuments Required.** All site condominium developments which consist in whole or in part of condominium units which are building sites, mobile home sites, or recreational sites shall be marked with monuments, which shall be set in accordance with Michigan Public Act 288 of 1967, as amended (the Land Division Act), and the rules of the State of Michigan. If any monument or unit marker is removed during construction the responsible party shall secure the services of a professional surveyor to replace the monument or unit marker.
- (J) Compliance with Federal, State, and Local Law.** All condominium and site condominium development shall comply with Federal and State statutes and local ordinances, including the Condominium Act and the Department of Licensing and Regulatory Affairs (LARA) Administrative Rules 559.010-559-903.
- (K) Subdivision of Site Condominium Units and Condominium Units.** A site condominium unit or condominium unit shall not be subdivided unless the approved site plan and master deed expressly permit it. The subdivision of a site condominium unit or condominium unit must follow the procedures stated in the Condominium Act, as amended. If the approved site plan and master deed do not expressly permit a site condominium unit or condominium unit to be subdivided, a proposed subdivision of a site condominium unit or condominium unit shall undergo site plan review and approval pursuant to the requirements of Section 54.1402 of this Ordinance. All subdivisions of individual site condominium units shall conform to the requirements of this Ordinance for minimum lot/unit width, lot/unit area, and building setback requirements, for the zoning district in which the site condominium project is located, and these requirements shall be made part of the bylaws and recorded as part of the master deed. All subdivisions of individual condominium units shall conform to the requirements of this Ordinance for allowable number of units in a structure for the zoning district in which the condominium project is located, and these requirements shall be made part of the bylaws and recorded as part of the master deed.
- (L) Encroachment Prohibited.** Encroachment of one site condominium unit upon another, as described in Section 40 of the Condominium Act, shall be prohibited by the condominium bylaws and recorded as part of the master deed.
- (M) Relocation of Boundaries.** The relocation of boundaries, as described in Section 48 of the Condominium Act, shall conform to all setback requirements of this Ordinance for the district in which the project is located, shall be approved by the Zoning Administrator, and this requirement shall be made part of the bylaws and recorded as part of the master deed.

- (N) **Performance Guarantee.** The Zoning Administrator may allow occupancy of the condominium and site condominium development before all improvements required by this Ordinance are installed provided that cash, a certified check, or an irrevocable bank letter of credit is submitted sufficient in amount and type to provide for the installation of improvements before the expiration of the temporary occupancy permit without expense to the City. The expiration date of a temporary occupancy permit shall be as determined by the Planning Director upon issuance of the permit.

## **SECTION 5.** Article 6 – Standards Applicable to Specific Land Uses

**Chapter 54 – LAND DEVELOPMENT CODE, Article 6 – Standards Applicable to Specific Land Uses is hereby amended as follows:**

### **Article 6 Standards Applicable to Specific Land Uses**

#### **Section 54.611 Dwelling, Accessory Unit (ADU)**

Accessory dwelling units (ADU) shall comply with all of the following standards:

- (A) **One ADU Per Lot.** One ADU is permitted per lot containing an existing detached single-family dwelling unit, provided the ADU complies with all of the requirements of this Section and this Ordinance.
- (B) **Minimum Lot Area and Width.** ADUs are only permitted on lots that meet the minimum lot area and lot width standards of the zoning district.
- (C) **Setbacks and Height.**
- (1) A *detached* ADU (physically separate from the principal residence) must meet the setback requirements of accessory structures for their zoning districts, and the height shall not exceed two (2) stories or 20 feet
  - (2) An *attached/interior* ADU (physically attached and/or accessible from within the principal residence) must meet the requirements of this ordinance for minimum setbacks and maximum height for primary buildings and lot coverage in [Article 4](#).
    - (a) **Exception.** An existing legal non-conforming Class A or B structure that is non-conforming due to noncompliance with any minimum setbacks for the zoning district, does not have to meet the minimum setbacks for proposed *residential interior remodeling* to add an ADU to the interior of the existing structure
- (D) **Maximum Occupancy.** The occupancy of the accessory dwelling unit shall not exceed two (2) unrelated adults.
- (E) **Maximum Yard Coverage.** A detached ADU whether standing alone or as an addition to an existing accessory structure, must meet the standards for maximum impervious surface coverage in [Section 54.403](#) as applicable to the zoning district, but does not have to meet the rear yard area occupation standards for the zoning district, as stated in [Section 54.705](#). **However, any detached accessory structure component of the ADU and any attached features—such as**

exterior stairs, decks, or landings—must comply with Section 54.705. Any remaining portion of a detached garage that is not converted to an ADU must also comply with Section 54.705.

**(F) Owner-Occupancy Required of the Principal Dwelling is as follows:**

(1) Either the principal dwelling unit or the accessory dwelling unit shall be occupied by a person who has a legal or equitable ownership interest with the property, and who bears all or part of the economic risk of decline in value of the property and who receives all or part of the payment, if any, derived from the lease or rental of the dwelling unit. The owner-occupant shall prove residency by means such as a voter registration, car registration, or other method acceptable to the City.

(a) **Grace Period for Transfer of ownership and Revocation.** Per the recorded covenant, the continuing approval/existence of the ADU is predicated upon the occupancy of either the *principal residence* or the *accessory dwelling unit* by a person who owns the property, and that the ADU shall remain in the ownership of the person who owns the property. If the person who has legal or equitable ownership interest with the property has become deceased, then the next of kin or a named person in the will of trust has one year to provide proof to the City that they have legal or equitable ownership interest with the property or the ADU will be revoked.

(2) Ownership of the ADU shall remain with the owner of the property. In no case may the owner of the property divide ownership rights between the principal and accessory dwelling units through condominium or other means.

(3) To ensure continued compliance by current and subsequent owners, the applicant shall provide and record in the Marquette County Register of Deeds a covenant in a form acceptable to the City Attorney that the existence of the ADU is predicated upon the occupancy of either the principal or accessory dwelling unit by a person who owns the property, and that the ADU shall remain in the ownership of the person who owns the property. The applicant shall provide the City with evidence of filing of the restrictive covenant with the Register of Deeds prior to and as a condition of the issuance of the Zoning Compliance Permit for development of the ADU. Any owner of the property must notify a prospective buyer of the limitations of this Section. Violations of the terms of this covenant shall result in the loss of the zoning compliance permit.

**(G) Inspection Certification.** Conformance with the occupancy conditions of the ADU zoning compliance permit shall be certified subject to inspection by the City. The City may adopt an ordinance or administrative standards for certification and inspection. Inspection shall be allowed by the owner after 48 hours' notice by certified mail from the City.

**(H) Maximum Floor Area of ADU.** The floor area of the ADU shall not exceed 768 square feet. If the proposed ADU is a detached garage, and the area used as garage/parking is for the single-family home use only, then you do not count that as floor area for the ADU. Interior stairs serving the ADU shall be counted toward the ADU floor area.

**(I) Attachment Options.** The ADU may be attached to the single-family dwelling or within the interior of the single family dwelling and constructed on any story of a conforming detached accessory building on the site, including the basement level. If the ADU is attached to the single-family dwelling (as an addition), the ADU may be located within the existing footprint or added

to the existing footprint, provided all of the requirements of this Ordinance are met.

**(J) Architecture and Design.**

- (1) An ADU must be designed to maintain the architectural character and appearance of the principal building when attached to an existing building. If an ADU extends beyond the existing footprint of the main building, the addition must be consistent with the existing façade, roof pitch, siding, and windows.
- (2) Shipping Containers are prohibited as an ADU.
- (3) Exterior stairs leading to a second story entrance are restricted to the side or rear façade of the building to which it is attached.

**(K) Parking.** One (1) off-street parking space shall be provided for the ADU in a driveway, side or rear yard. No parking space may be provided in the front yard except in paved driveways or hard surfaced parking spaces in accordance with this Ordinance (see definition of “Hard Parking Surface” in [Section 54.202\(A\)\(93\)](#)). Parking spaces are not subject to setback requirements. The Zoning Administrator may grant an exception to the parking space requirement if the property owner submits a signed and notarized affidavit to the City affirming that the ADU occupant will not have a motor vehicle on site.

**(L) Duration of Lease or Rental.** Leasing or rental of the ADU for less than 30 days is prohibited.

**(M) Revocation of ADU.** If any of the conditions or requirements of the ADU are no longer being met, then the ADU approval shall be revoked and the property owner will be notified of a deadline to remove the ADU construction or to convert the structure to a legal use within the zoning district.

## Section 54.615 Dwelling, Multiple Family and Apartments

**(A) Applicability.** This section applies only to multiple-family dwellings and apartment buildings containing five (5) or more dwelling units.

~~(A)~~ **(B) Separation Distances.** Multiple Family Dwellings and Apartment Buildings must meet the separation distance requirements of [Section 54.403\(H\)](#).

~~(B)~~ **(C) Minimum Setbacks and Maximum Height in the MFR District.** In addition to the setback and height requirements of [Section 54.402](#), multiple-family buildings in the MFR District must also meet the setback and height requirements of [Section 54.403\(M\)](#), if required.

~~(C)~~ **(D) Accessory Structures and Uses in the MFR District:** In the MFR District, the following requirements apply to multiple-family buildings and apartments with 5+ dwelling units:

- (1) **Detached Accessory Buildings.** No detached accessory building may exceed 20 feet in height. Detached accessory building shall be located at least five (5) feet from the side and rear property lines and at least five (5) feet from a principal building. No detached accessory building shall be located in a front yard.
- (2) **Attached Accessory Buildings.** Attached accessory building shall meet the yard requirements of the Schedule of Regulations ([Article 4](#)).
- (3) **Swimming Pools.** Outdoor swimming pools shall not be located closer than ten (10) feet to any building or lot line. The pool must comply with [Section 54.707](#).

~~(D)~~ **(E) Maximum Lot Coverage and Minimum Outdoor Livability Space in the MFR District.** See [Section 54.403\(K\)](#).

~~(E)~~ **(F) Parking.** Parking, other than in structures, shall not occupy more than 40% of the lot area

## Section 54.618 Food Production, Minor

Minor Food Production, such as home gardens and community gardens, are subject to the following requirements:

- (A) Minimum Setbacks and Clear Vision Triangle Area.** All garden structures must maintain a three-foot setback from all property lines as well as meet traffic visibility regulations of [Section 54.704](#), with the exception of an arbor that is adjacent to the front property line as part of a fence or freestanding. Garden vegetation shall not encroach onto adjacent lots.
- (B) Permitted Structures.** In addition to the accessory structure regulations of [Section 54.705](#), the following requirements shall apply to Minor Food Production structures (such as home gardens and community gardens). If these standards are met, the structures are in compliance with this section and no permit is required:
  - (1) Trellises and Arbors.** If located in a required setback area (see [Article 4](#)), the maximum height of a trellis or arbor is 8 feet. Arbors may be freestanding or built into fences along the front property line.
  - (2) Raised Planting Beds.** If located in a required setback (see [Article 4](#)) or in a front yard, the maximum height of a raised planting bed is 24 inches. Planting beds must be kept out of the public right-of-way, **unless otherwise permitted by the City Code or a City Policy**. Raised planting beds higher than 24 inches must meet the minimum setback requirements for accessory structures in the district ([Section 54.705](#)).

## Section 54.624 Homestays and Vacation Home Rentals

**(A) Homestays and Vacation Home Rentals in the Low Density Residential (LDR) District, Medium Density Residential (MDR) District, **Multiple Family Residential (MFR) District**, the Third Street Corridor (TSC) District, and Mixed-Use (M-U) District.** In the LDR, MDR, **MFR**, TSC, and M-U zoning districts, the following regulations shall apply to single-family, duplex, triplex, and quadplex structures that are Homestays and Vacation Home Rentals:

- (1) Location Requirements.** Registered Short-Term Rentals (Homestays and Vacation Home Rentals) shall be limited in proximity to one another by the following standards:
  - (a) Separation Distance Between Short-Term Rentals (Homestays and Vacation Homes).** A parcel with one (1) or more registered Homestay(s) and/or registered Vacation Home Rental(s) may be permitted (by application) per street segment or block face between intersections, except where the street segment or block face exceeds 500 linear feet in length, in which case one (1) additional parcel for Short-Term Rental of each type is allowed for each exceedance of 500 linear feet of the street segment/block face between intersections. Corner houses are assigned to the block face/street segment that corresponds to the property street address; the Zoning Administrator shall keep a map of the registered and approved parcels for short-term rentals for purposes of

verifying their location and reviewing applications for short-term rentals.

- (b) Parcel or Right-of-Way Separation.** Registered Short-Term Rentals (Vacation Home or Homestay) parcels must be separated from one another by a minimum of one parcel of developable property not registered or intended for use as a Vacation Home or Homestay, and/or by a public street corridor (right-of-way).
  - (c) Maximum Number of Vacation Home Rental Units Per Parcel.** If in compliance with this Section ([Section 54.624](#)) and other Zoning Ordinance requirements, up to three (3) dwelling units on one (1) parcel may be registered as vacation home rentals.
  - (d) Use of a Vacation Home Rental as a Homestay.** A Vacation Home Rental that is in compliance with this Section ([Section 54.624](#)) and other Zoning Ordinance requirements may also be a Homestay if it meets the Homestay requirements and is approved by the Zoning and Fire Departments as both a Vacation Home Rental and a Homestay. In this case, the proximity standards specified in this Section ([Section 54.624](#)) will be applied only as a Vacation Home Rental to such a property, not as both a Vacation Home and a Homestay.
- (B) Short-Term Rentals in the Multiple Family Residential (MFR) District, Third Street Corridor (TSC) District, and Mixed-Use (M-U) District.** In the MFR, TSC, and M-U zoning districts, the following regulations shall apply to multi-family structures that have 5 or more units and that are Homestays and Vacation Home Rentals:
- (1) Subletting Prohibited.** Short-term rental is limited to property owners, and subletting is not allowed (tenants may not rent to other parties).
  - (2) Maximum Number Per Housing Structure/Complex.** A maximum of four (4) units may be rented for a short-term basis in housing structures/complexes that have up to forty-nine (49) units, and a maximum of ten (10) percent of units may be rented for a short-term basis in housing structures/complexes that have fifty (50) or more units.
- (C) Compliance with City Codes and Ordinances.** All Short-Term Rentals, Homestays, and Vacation Home Rentals must comply with the City of Marquette Rental Fire Code and all other related City codes and ordinances.

### **Section 54.630 Mobile Food Vending Units (MFVU)**

- (A) Location.** MFVUs operating on private property shall be permitted only within an off-street parking lot serving an approved commercial land use located on the same zoning parcel, or within a shared parking lot that serves one or more approved commercial principal uses, and are prohibited within residential driveways or on parcels without an approved commercial principal use, unless otherwise expressly authorized by this Code. MFVUs shall operate only with the written permission of the property owner.
- (B) Duration Limitations.** A parcel may be used for MFVUs as an accessory use for a total of not more than 120 days, whether consecutive or non-consecutive, in any rolling twelve (12) month period. Any portion of a calendar day during which an MFVU is present on the parcel shall count as one (1) day toward the maximum duration. The 120-day limitation shall apply per zoning parcel, regardless of the number of

MFVUs operating on the site. If the property owner seeks to exceed the duration limitation, the use may be permitted a longer duration upon approval of a Special Land Use by the Planning Commission. Prior to placement of an MFVU, the Zoning Administrator shall be notified in writing of the anticipated dates of operation/and or storage for purposes of monitoring compliance with the time limitations of this section. Hours of operation shall comply with the hours established by resolution of the City Commission, including any administrative allowances or extensions authorized therein.

**(1) Additional Special Land Use standards:**

- (i)** Landscaping and Screening shall be provided in accordance with [Article 10](#) of this Code.
- (ii)** Generator use for routine operations is prohibited. Electrical service shall be provided by the property owner in compliance with applicable building and safety codes.
- (iii)** Refuse containers shall be provided on site and serviced regularly and meet City Code requirements.
- (iv)** MFVU placement shall not impede pedestrian circulation, vehicular circulation, or ADA-compliant access routes.
- (v)** Signage shall meet City Code.

**(2) Exceptions:**

- (i)** An MFVU may be used to vend to consumers upon the same property as an operational restaurant without either a Special Land Use or Accessory Use permit.
- (ii)** During special public events endorsed by the Downtown Development Authority and/or the City of Marquette, a licensed MFVU may vend to consumers on property adjacent to the event, with permission of the event organizers.

**(C) Mobile Food Vending (MFVU) on Private Property – Accessory Use (day use only; no overnight parking).**

MFVUs that conduct sales on a site and are removed from the site each day shall obtain a Business License from the City Clerk's office and must meet the parking requirements of [Section 54.903](#), and the duration limitations of [Section 54.630\(B\)](#), provided the use otherwise complies with the City Code and all applicable health, safety, and licensing requirements.

**(D) Mobile Food Vending (MFVU) on Private Property – Accessory Use (overnight or long-term temporary use).**

**(1)** MFVUs that remain or stored overnight on a site where sales are conducted shall obtain a Zoning Compliance Permit in addition to a Business License from the City Clerk's Office. Such MFVUs shall comply with the parking requirements of [Section 54.903](#), and the duration limitations of [Section 54.630\(B\)](#), and all applicable provisions of the City Code and all applicable health, safety, and licensing requirements.

**(E)** MFVUs operating on private property shall maintain safe pedestrian and vehicular circulation and shall not obstruct access to required parking, loading areas, ADA-accessible routes, or emergency routes. If an

MFVU is found to create circulation or safety hazards, the Zoning Administrator or Planning Commission, depending on the approval authority, may require relocation or removal of the unit.

**(F) MFVUs shall meet all Federal, State and Local requirements.**

## Section 54.636 Outdoor Alcoholic Beverage Service

- (A) Outdoor Food and/or Alcoholic Beverage Service on Public Property.** Outdoor food and beverage service (including alcoholic beverages) on public property is subject to the requirements of Chapter 12 (Business), Article **63** (Sidewalk Café Permits) of the City Code of Ordinances.
- (B) Outdoor Alcoholic Beverage Service on Private Property.** Outdoor alcoholic beverage service on private property is subject to the following requirements:
- (1) Accessibility.** Outdoor alcoholic service on private property shall be located in a manner that will not interfere with vehicular or pedestrian mobility or access, and shall meet Michigan barrier-free requirements. Outdoor alcoholic service areas shall not obstruct the entrance to any building or sidewalk, nor shall they obstruct any barrier-free ramp or access aisle. If outdoor alcoholic beverage service areas are located on a private sidewalk, a minimum five (5) foot wide unobstructed pathway shall be maintained on the sidewalk, for pedestrian traffic.
  - (2) Mobile Food Vending Units.** Mobile Food Vending Units per ~~Chapter 35~~ of the City Code are not considered Outdoor Food and Beverage Service. Outdoor tables and chairs are considered Outdoor Food and Beverage Service, so if a mobile food vending unit proposed to add this to the site, then they must meet [Section 54.636](#) and submit a zoning permit for this use.
  - (3) Location of Outdoor Alcoholic Beverage Service Areas.** Tables and chairs must remain within a well-defined and clearly marked area. The City may require enclosures consisting of metal railing, brick walls, landscape planters or other suitable materials using decorative, wrought iron fencing, or other suitable materials. The City may permit temporary enclosure structures, provided the temporary enclosure structures meet the requirements of [Section 54.705\(I\)](#).
- (C) Outdoor Entertainment and Community Events.** See [Section 54.635](#).
- (D) Vehicle Parking Requirements.** Parking space requirements may be reduced per [Section 54.902\(G\)](#).

## Section 54.637 Outdoor Food and Non-Alcoholic Beverage Service

- (A) Outdoor Food and Non-Alcoholic Beverage Service on Public Property.** Outdoor food and nonalcoholic beverage service on public property is subject to the requirements of Chapter 12 (Business), Article **63** (Sidewalk Café Permits) of the City Code of Ordinances.
- (B) Outdoor Food and Non-Alcoholic Beverage Service on Private Property.** Outdoor food and nonalcoholic beverage service on private property is subject to the following requirements:
- (1) Accessibility.** Outdoor food and beverage non-alcoholic service on private property shall be located in a manner that will not interfere with vehicular or pedestrian mobility or access, and shall meet Michigan barrier-free requirements. Outdoor food and non-alcoholic beverage service areas shall not obstruct the entrance to any building or sidewalk, nor shall they obstruct any barrier-free ramp or access aisle. If outdoor food and non-alcoholic beverage service areas are located on a private sidewalk, a minimum five (5) foot wide unobstructed pathway shall be maintained on the sidewalk, for pedestrian traffic.

- (2) **Mobile Food Vending Units.** Mobile Food Vending Units per Chapter 35 of the City Code are not considered Outdoor Food and Beverage Service. Outdoor tables and chairs are considered Outdoor Food and Beverage Service, so if a mobile food vending unit proposed to add this to the site, then they must meet [Section 54.637](#) and submit a zoning permit for this use.
- (3) **Location of Outdoor Food and Non-Alcoholic Beverage Service Areas.** Tables and chairs must remain within a well-defined and clearly marked area. The City may require enclosures consisting of metal railing, brick walls, landscape planters or other suitable materials using decorative, wrought iron fencing, or other suitable materials. The City may permit temporary enclosure structures, provided the temporary enclosure structures meet the requirements of [Section 54.705\(I\)](#).

(C) **Outdoor Entertainment and Community Events.** See [Section 54.635](#).

(D) **Vehicle Parking Requirements.** Parking space requirements may be reduced per [Section 54.902\(G\)](#).

## Section 54.638 Outdoor Temporary Retail Sales and Service Areas

- ~~(A) Temporary retail sales and service areas, for approved commercial land uses, may be permitted to occupy not more than twenty-five percent (25%) of the existing or required parking spaces on the site, for a total of not more than 120 days in any 12 month period. The location of sales merchandise, service area and/or temporary structures shall not interfere with pedestrian accessibility, traffic patterns, or access to remaining parking spaces. Prior to placement of merchandise, service area, or erection of temporary structures, the Zoning Administrator must be notified of the date of removal. The location and construction of all temporary structures (including tents) erected in association with the temporary sale of merchandise shall require the approval of the Zoning Administrator and the Fire Administrator through a zoning permit if a City Clerk License is not required. It is the responsibility of the business owner to contact the Building Code Administrator to determine if a building permit is required.~~
- ~~(B) Mobile Food Vending Units per Chapter 35 of the City Code are exempt from [Section 54.638\(A\)](#).~~
- ~~(C) Temporary sales areas that require a person to obtain a license from the City Clerk's Office are exempt from obtaining a Zoning Compliance Permit, but must meet the requirements of [Section 54.638\(A\)](#).~~
- ~~(D) Temporary outdoor sales and display of merchandise in conjunction with Marquette Downtown Development Authority sanctioned events are exempt from [Section 54.638\(A\)](#) but must be removed at the conclusion of the event.~~
- ~~(E) Temporary outdoor sales for non-commercial land uses which are an accessory use of property, such as yard/garage sales and children's lemonade sales, are authorized with the permission of the property owner. Such sale events may occur on a singular property up to 10 times per year and no more than 4 times per month.~~

### **(A) Conditions.**

- (1) Temporary retail sales and service areas, for approved commercial land uses, may be permitted to occupy not more than twenty-five percent (25%) of the required parking spaces on the site, for a total of

not more than 120 days, whether consecutive or non-consecutive, in any rolling twelve (12) month period.

(2) The location of sales merchandise, service areas, and/or temporary structures shall not interfere with pedestrian accessibility, vehicular mobility, traffic patterns, emergency access, or access to remaining parking spaces, and shall otherwise comply with the Land Development Code.

(3) Prior to placement of merchandise, establishment of service areas, or erection of temporary structures, the Zoning Administrator shall be notified of the anticipated dates of installation and removal for purposes of monitoring compliance with the time limitations of this section.

**(B) Temporary Structures and Permits.**

(1) The location and construction of all temporary structures, including tents, erected in association with temporary retail sales or services shall require approval by the Zoning Administrator and the Fire Marshal through a Zoning Compliance Permit, unless a Business License from the City Clerk's Office is required pursuant to other provisions of the City Code.

(2) It shall be the responsibility of the business owner to contact the Marquette County Building Code Administrator to determine whether a building permit is required.

**(C) Licensed Temporary Sales.**

(1) Temporary retail sales and service areas that require the operator to obtain a Business License from the City Clerk's Office are exempt from obtaining a Zoning Compliance Permit, but shall comply with the location, safety, and operational standards of [Section 54.638\(A\)](#).

**(D) Special Events.**

(1) Temporary outdoor sales and display of merchandise conducted in conjunction with events sanctioned by the Marquette Downtown Development Authority are exempt from the requirements of [Section 54.638\(A\)](#), provided all merchandise, structures, and displays are removed at the conclusion of the event.

**(E) Non-Commercial Temporary Sales.**

(1) Temporary outdoor sales for non-commercial land uses which are accessory to the use of property, including but not limited to yard sales, garage sales, and children's lemonade stands, are permitted with the consent of the property owner.

(2) Such events may occur on a single property no more than ten (10) times per calendar year and no more than four (4) times per month.

**Section 54.642 Residential Limited Animal Keeping.**

**(A) Requirements Applicable to All Residential Limited Animal Keeping**

(1) **Accessory Use of On-Site Residents.** The accessory use of Residential Limited Animal Keeping is permitted upon application for a non-transferable Residential Limited Animal Keeping Permit approved by the Zoning Administrator, which is for enclosures and structures that are required for

chickens and rabbits, or for beehives. Upon approval, the permit is intended to be for the benefit of the occupants of the dwelling on-site, and not for commercial animal uses.

- (2) **Applicable Zoning Districts.** This Residential Limited Animal Keeping use is permitted only in the LDR and MDR districts as an accessory use, where there is a separate occupied dwelling.
- (3) **General Animal Care.** Animals being kept in a residential environment must be cared for and monitored daily to maintain animal health and to prevent nuisance problems with neighbors and the community.
- (4) **Permitted Animals.** Unless classified as a bona fide household pet, only animals explicitly permitted in this Section (i.e., hens, rabbits, and honeybees) qualify as animals that may be kept as a Residential Limited Animal.
- (5) **Zoning Compliance Review Required.** Zoning Compliance Review in accordance with [Section 54.1401](#) is required prior to the establishment of the Residential Limited Animal Keeping use.

(6) **Location of Animals on the Same Lot as the Dwelling and in the Rear Yard.** The location of animals permitted in accordance with this Section must be on the same property as the dwelling to which they are accessory and must be located in the rear yard...with the exception of properties classified as "through lots", which may use side yards for locating animal enclosures and beehives if the other requirements of this section can be met. In the event that requirements cannot be met in a side yard, the Zoning Administrator may permit another location on the property, which meet the requirements, to be used as a location for enclosure or beehives.

- (7) **Storage of Seed, Fertilizer, and Feed.** All seed, fertilizer, and animal feed shall be stored in secured, rodent- and animal-proof containers and kept within an enclosed structure.
- (8) **On-Site Commercial Sale Prohibited.** The commercial sale of animal products including eggs, honey, hens or rabbits is prohibited on the site.
- (9) **Sanitation, Waste, and Odors.** All animal structures and roaming areas must be kept sanitary and free from accumulations of animal excrement and objectionable odors. Waste must be composted or disposed of in accordance with all City requirements. The City may require a Residential Refuse Collection Agreement as a condition of Zoning Permit approval. Piling of waste materials on the property is not permitted unless composted in accordance with [Section 54.618\(F\)](#).
- (10) **Runoff.** No runoff from nutrient sources shall be allowed to leave the property, nor be discharged into the storm sewer.

(B) **Requirements Applicable to Residential Limited Animal Keeping of Female Chickens (Hens).** In addition to the requirements of [Section 54.642\(A\)](#), the following shall apply to the Residential Limited Animal Keeping of hens:

- (1) **Maximum Number of Hens.** A maximum of six (6) hens per single-family or two-family dwelling unit may be kept.
- (2) **Male Chickens (Roosters) Prohibited.** Male chickens (roosters) are prohibited.
- (3) **Prohibited Locations of Keeping Hens.** Hens are prohibited in a residence, porch, or attached garage.
- (4) **Keeping of Hens Required on the Lot.** Hens must be confined to the lot.
- (5) **Enclosure Housing for Hens.** Enclosed housing for hens (the hen house or coop) is

prohibited in a front yard. Enclosed housing must be fully enclosed, roofed, and provide at least one (1) square foot of indoor usable floor space per animal. Enclosed housing must be designed to discourage rodents, dogs, cats, and wildlife from gaining entry.

- (6) **Access to Fresh Water.** Fresh water must be provided for hens at all times.
- (7) **Outdoor Usable Space for Hens.** Outdoor usable space (a run) of at least two (2) square feet per hen must be provided and be attached to the coop. Outdoor usable space must be enclosed to prevent hens from leaving the lot and must not be located in a front yard (with the possible exception for “through lots” shown stated in 54.642(A)(6)).
  - (a) If the outdoor space has a roof or cover, then it has to meet [Section 54.705\(A\)](#) for the LDR or MDR zoning district requirements.
  - (b) If the outdoor space is just enclosed with a fence, it has to meet [Section 54.706\(C\)\(1\)](#) for the LDR or MDR zoning district requirements.
- (8) **Setback of Housing for Hens.** Enclosed housing for hens must meet the same setback requirements for accessory buildings ([Section 54.705\(A\)](#)), except that the enclosed housing must be set back at least 20 feet from a principal building on an adjoining property. Mobile chicken housing must meet the required setbacks at all times.

(B) **Requirements Applicable to Residential Limited Animal Keeping of Rabbits.** In addition to the requirements of [Section 54.642\(A\)](#), the following shall apply to the Residential Limited Animal Keeping of rabbits:

- (1) **Maximum Number of Rabbits.** A maximum of six (6) adult rabbits per single-family or two-family dwelling unit may be kept.
- (2) **Keeping of Rabbits Required on the Lot.** Rabbits must be confined to the lot.
- (3) **Enclosure Housing for Rabbits.** Enclosed housing for rabbits (cage or hutch) is prohibited in a front yard. Enclosed housing must be fully enclosed, roofed, and provide at least five square feet of indoor usable floor space per animal. Enclosed housing must be designed to discourage rodents, dogs, cats, and wildlife from gaining entry.
- (4) **Access to Fresh Water.** Fresh water must be provided for rabbits at all times.
- (5) **Outdoor Usable Space for Rabbits.** Rabbits shall only be kept within enclosed housing except for monitored exercise periods. Outdoor usable space must be enclosed to prevent rabbits from leaving the lot and must not be located in a front yard (with the possible exception for “through lots” shown stated in 54.642(A)(6)).
- (6) **Setback of Housing for Rabbits.** Enclosed housing for rabbits must meet the same setback requirements for accessory buildings ([Section 54.705\(A\)](#)), except that the enclosed housing must be set back at least 20 feet from a principal building on an adjoining property. Mobile rabbit housing must meet the required setbacks at all times.

(C) **Requirements Applicable to Residential Limited Animal Keeping of Honeybees.** In addition to the requirements of [Section 54.642\(A\)](#), the following shall apply to the Residential Limited Animal Keeping of honeybees:

- (1) **Maximum Number of Honeybee Hives or Colonies.** A maximum of 10 honeybee hives is permitted on a lot.
- (2) **Location.** Honeybee hives must be located on an undeveloped area of the lot.
- (3) **Minimum Setback.** Honeybee hives must be set back at least twenty-five (25) feet from any lot line. The setback for hives may be reduced to ten (10) feet to a lot line if a six (6) foot high flyway barrier surrounds the immediate vicinity of the hive(s) consisting of a solid

fence, wall, or dense vegetation that prevents a direct line of flight from the hives into neighboring properties or public use rights-of-way.

- (4) **Honeybee Hive Manipulation.** Beekeepers must make every reasonable effort to perform hive manipulations as quickly as possible, with minimum disturbance to the bees and at times of the day when outdoor activity of neighbors is minimized.
- (5) **Honeybee Swarm Prevention.** Beekeepers must use best beekeeping management practices to prevent or minimize swarming. Beekeepers must take reasonable measures to retrieve swarms.
- (6) **Access to Fresh Water.** A supply of fresh water shall be provided for all honeybee hives throughout the active flight season.

## **SECTION 6. Article 7 – General Provisions**

**Chapter 54 – LAND DEVELOPMENT CODE, Article 7 – General Provisions is hereby amended as follows:**

### **Article 7 General Provisions**

#### **Section 54.702 Permitted Encroachments into Required Yard Setbacks**

**(H) Structural Amenities.** A structural amenity, such as outdoor art, paintings, sculpture, fountains and similar water features, benches, arbors, doghouses, playsets, birdfeeders, clotheslines, air conditioners, detached open structures, and similar amenities as determined by the Zoning Administrator may be located a minimum of three (3) feet from a side or rear lot line and a minimum of five (5) feet from a front lot line, subject to the following requirements:

- (1) **Permit and Exemptions.** A permit is required for structural amenities unless it meets the following exemptions, and the structural amenities must meet the requirements of [54.702\(G\)](#):
  - (a) Enclosed structural amenities less than sixteen (16) square feet in floor area/footprint. Examples of such amenities include dog/bat/bird houses, treehouses, library boxes, and garden sheds.
  - (b) Open/Unenclosed structural amenities, such as children’s playsets, and seasonal or collapsible temporary structures such as tents and similar shelters less than 160 square feet in floor area.
  - (c) Tents designed for temporary occupancy (14 days or less), used on private property with the property owners’ permission.
  - (d) Patios, steps, and walkways that are 100 sq. ft. in area or less, and are made of pervious materials or designed to allow water infiltration.

#### **Section 54.705 Accessory Buildings and Structures**

All accessory buildings and structures must meet the setback and height requirements of [Article 4](#) unless otherwise stated in this Section or in another section of this Ordinance applicable to accessory buildings

and structures. No accessory building or structure may be located on any parcel of land which does not have a principal building or use already established or being established contemporaneously with the accessory building or structure.

**(A) Accessory Buildings and Structures in the Low Density Residential (LDR) District, Medium Density Residential (MDR) District, and Mixed-Use (M-U) District.**

- (1) Attached Accessory Buildings and Structures.** Where the accessory building or structure is structurally attached to a main building, it shall be subject to, and must conform to, all yard regulations of this Ordinance, applicable to main building.
- (2) Location.** Detached accessory buildings or structures shall not be located in any required yard setback except as permitted in [Section 54.705\(A\)\(4\)](#).
- (3) Maximum Lot Coverage.** Detached accessory buildings or structures (such as concrete or asphalt structures, but excluding driveways and accessory parking areas serving up to four (4) dwelling units on a single parcel (see Article 9 for maximum rear yard coverage limits for driveways and accessory parking areas) and off-street parking lot for all other uses, shall not occupy more than twenty-five percent (25%) of a rear yard area, provided that in no instance shall the total ground floor area of the detached accessory buildings exceed the ground floor area of the main building, and provided the impervious surface coverage limits of the lot (see [Article 4](#)) are not exceeded.

  - (a)** If the main structure's footprint is less than 500 square feet at full build out, an accessory structure may exceed the ground floor area of the main structure (home) by up to 10 percent of the footprint area of the main structure. An accessory structure footprint may be increased to equal that of the main structure if the main structure is remodeled to more than 550 square feet.
  - (b)** ~~Patio pervious pavers that are used for accessory structures such as patios, sidewalks, etc. that allow infiltration are not included in the 25% calculation.~~ Accessory structures such as patios, sidewalks, stairs, decks, and similar features that allow water to infiltrate or do not have an impervious surface beneath, and are not covered by a roof or overhead covering that prevents water infiltration are excluded from the twenty-five percent (25%) rear yard area coverage limitation.
- (4) Separation and Setback Distances.** No permanent accessory building or structure shall be located in a minimum front yard setback. No detached accessory building shall be located closer than five (5) feet to any main building nor closer than three (3) feet from a side or rear lot line, except swimming pools, which are regulated in [Section 54.707](#). Non-building accessory structures (e.g., fences and steps) or open buildings (i.e., a shelter without walls including an open lean-to or open carports) are not subject to the minimum separation distance requirements unless a minimum separation distance is required by the Building Official.
- (5) Maximum Height.** Unless otherwise stated in this Ordinance, no attached or detached accessory building or structure in a the LDR, MDR, and M-U Districts

shall exceed sixteen and one-half (16.5) feet in height. The height of Accessory Dwelling Units must comply with [Section 54.611](#).

~~(6) Shipping containers, cargo containers, or semi-trailers are prohibited as accessory structures.~~

**(6) Shipping containers, cargo containers, and semi-trailers shall not be permitted as accessory structures unless all of the following conditions are met:**

**(a) The structure is located within a Mixed-Use (M-U) Zoning District;**

**(b) The structure does not abut or adjoin a residential use; and**

**(c) A landscape buffer is installed in accordance with [Section 54.1003\(D\)\(3\)\(a\)\(i\)](#).**

**(B) Accessory Buildings and Structures in the Multiple Family Residential (MFR) District.** In the MFR District, accessory buildings and structures for multiple-family buildings and apartments with 5+ dwelling units must meet the requirements of [Section 54.615\(C\)](#). For all other uses in the MFR District, the following requirements apply:

**(1) Detached Accessory Buildings and Structures.**

**(a) Maximum Height.** No detached accessory building or structure may exceed 16.5 feet in height.

**(b) Minimum Side and Rear Yard Setbacks.** Detached accessory buildings or structures for a duplex shall be located at least six (6) feet from the side and rear property lines, and for a single-family home shall be located at least (3) feet from the side and rear property lines. For all other uses in the MFR District besides multiple-family buildings and apartments, detached accessory buildings or structures shall be located at least ten (10) feet from the side and rear property lines.

**(c) Front Yard Location Prohibited.** No detached accessory building or structure shall be located in a front yard.

**(d) Maximum Lot Coverage.** Detached accessory buildings or structures, **but excluding driveways and accessory parking areas serving up to four (4) dwelling units on a single parcel (see [Article 9](#) for maximum rear yard coverage limits for driveways and accessory parking areas) and off-street parking lot for all other uses,** shall not occupy more than twenty-five percent (25%) of a rear yard area, provided that in no instance shall the total ground floor area of the detached accessory buildings exceed the ground floor area of the main building, and provided the impervious surface coverage limits of the lot (see [Article 4](#)) are not exceeded.

**(i)** If the main structure's footprint is less than 500 square feet at full build out, an accessory structure may exceed the ground floor area of the main structure (home) by up to 10 percent of the footprint area of the main structure. An accessory structure footprint may be increased to equal that of the main structure if the main structure is remodeled to more than 550 square feet.

**(ii)** Pervious pavers that are used for accessory structures such as patios, sidewalks, etc.

that allow infiltration are not included in the 25% calculation.

**(e) Separation and Setback Distances.** No detached accessory building or structure shall be located closer than five (5) feet to any main building. Non-building accessory structures (e.g., fences and steps) or open buildings (i.e., a shelter without walls including an open lean-to or open carports) are not subject to the minimum separation distance requirements unless a minimum separation distance is required by the Building Official.

**(f)** Shipping containers, cargo containers, or semi-trailers are prohibited as accessory structures

**(2) Attached Accessory Buildings and Structures.** Attached accessory building or structure shall meet the yard requirements of the Schedule of Regulations ([Article 4](#)).

**(3) Swimming Pools.** Outdoor swimming pools shall not be located closer than ten (10) feet to any building or lot line. The pool must comply with [Section 54.707](#).

**(C) Accessory Buildings and Structures in General Commercial (GC), Regional Commercial (RC), Municipal (M), Civic (C), and Board of Light and Power (BLP) Districts.**

**(1) Detached Accessory Buildings and Structures.**

**(a) Maximum Height.** No detached accessory building or structure may exceed 24 feet in height.

**(b) Minimum Side and Rear Yard Setbacks.** Detached accessory buildings or structures shall be located at least six (6) feet from the side and rear property lines.

**(c) Front Yard Location Prohibited.** No detached accessory building or structure shall be located in a front yard.

**(d) Maximum Lot Coverage.** Detached accessory buildings or structures, **but excluding off-street parking lots**, shall not occupy more than twenty-five percent (25%) of a rear yard area, provided that in no instance shall the total ground floor area of the detached accessory buildings exceed the ground floor area of the main building, and provided the impervious surface coverage limits of the lot (see [Article 4](#)) are not exceeded.

**(e) Separation and Setback Distances.** No detached accessory building or structure shall be located closer than five (5) feet to any main building. Non-building accessory structures (e.g., fences and steps) or open buildings (i.e., a shelter without walls such as a pergola) are not subject to the minimum separation distance requirements unless a minimum separation distance is required by the Building Official.

**(D) Accessory Buildings and Structures in the Central Business District (CBD) and Conservation and Recreation (CR) Districts.**

**(1) Detached Accessory Buildings and Structures.**

- (a) Maximum Height.** No detached accessory building or structure may exceed 18 feet in height.
- (b) Minimum Side and Rear Yard Setbacks.** Detached accessory buildings or structures shall be located at least three (3) feet from the side and rear property lines.
- (c) Front Yard Location Prohibited.** No detached accessory building or structure shall be located in a front yard.
- (d) Maximum Lot Coverage.** Detached accessory buildings or structures, **but excluding driveways and accessory parking areas serving up to four (4) dwelling units on a single parcel (see [Article 9](#) for maximum rear yard coverage limits for driveways and accessory parking areas) and off-street parking lot for all other uses,** shall not occupy more than twenty-five percent (25%) of a rear yard area, provided that in no instance shall the total ground floor area of the detached accessory buildings exceed the ground floor area of the main building, and provided the impervious surface coverage limits of the lot (see [Article 4](#)) are not exceeded.
- (e) Separation and Setback Distances.** No detached accessory building or structure shall be located closer than five (5) feet to any main building. Non-building accessory structures (e.g., fences and steps) or open buildings (i.e., a shelter without walls such as a pergola) are not subject to the minimum separation distance requirements unless a minimum separation distance is required by the Building Official.

**(E) Accessory Buildings and Structures in the Industrial/Manufacturing (I-M) District.**

**(1) Detached Accessory Buildings and Structures.**

- (a) Maximum Height.** No detached accessory building or structure may exceed 60 feet in height.
- (b) Minimum Side and Rear Yard Setbacks.** Detached accessory buildings or structures shall be located at least ten (10) feet from the side and rear property lines. Please also refer to Section [54.403\(P\)](#) for additional setback standards.
- (c) Front Yard Location Prohibited.** No detached accessory building or structure shall be located in a front yard. Exceptions may be granted for security or similar reasons.
- (d) Maximum Lot Coverage.** Detached accessory buildings or structures, **but**

excluding off-street parking lots, shall not occupy more than twenty-five percent (25%) of a rear yard area, provided that in no instance shall the total ground floor area of the detached accessory buildings exceed the ground floor area of the main building, and provided the impervious surface coverage limits of the lot (see [Article 4](#)) are not exceeded.

- (e) **Separation and Setback Distances.** No detached accessory building or structure shall be located closer than five (5) feet to any main building. Non-building accessory structures (e.g. steps) or open buildings (i.e., a shelter without walls such as a pergola) are not subject to the minimum separation distance requirements unless a minimum separation distance is required by the Building Official.

## Section 54.706 Fences and Walls

### (C) Requirements by Zoning District:

#### (1) LDR, MDR, and MFR Districts.

- (a) **Height.** Fences and walls shall not exceed six (6) feet in height, with the following exceptions:

(i) **Adjoining a Lot Containing a One- or Two-Family Dwelling or Adjoining a Vacant Lot that Could Contain a One- or Two-Family Dwelling.** Where a fence or wall is within ten (10) feet of an adjoining lot containing a one- or two-family dwelling or within ten (10) feet of an adjoining a vacant lot that could contain a one- or two-family dwelling; the fence or wall shall not exceed four (4) feet in height if it is located in the side or front yard (see [Section 54.706\(C\)\(1\)\(a\)\(iii\)](#) for additional front yard requirements), with the following exceptions:

- (1) For required retaining walls.
- (2) On corner lots, a residential screening fence may be six (6) feet tall, located in the rear yard and up to the front wall of the primary dwelling in the side yard.
- (3) An interior block property adjacent to a corner property may place a 6-ft. tall screening fence within its property boundaries to match the placement allowed on the corner property so that either property has the same opportunity to have a screening fence in directly adjacent areas of their yards.
- (4) For interior-block residences that are located fully behind the adjacent primary residences along the side lot lines, screening fences may be six (6) feet tall, located in the rear yard and up to the neighboring primary dwellings' rear wall.
- (5) For interior-block residences, where the rearmost wall of the neighboring primary dwelling structure is between the front wall and rear wall of the subject home, a 6-ft. screening fence may be built to a point aligned on the rear wall of the neighboring primary dwelling in that side yard of the subject property. Each side of the property is treated independently. Where the rearmost portion of the subject property is a shed/garage for vehicle or other storage, and not containing dwelling space, it shall

not be counted as the rearmost portion of the dwelling.

- (ii) **Street Sides of Corner Lots.** On the street sides of corner lots, a fence or wall may not exceed four (4) feet in height between the front wall of the primary dwelling and the corner on either street frontage, unless it is approved as a Special Purpose fence as identified in Section 54.706(E).
- (iii) **Front Yard Requirements.** A fence in a front yard may not exceed four (4) feet in height unless it meets Section 54.706(C)(1)(a)(i) above. Walls over three (3) feet in height are prohibited in a front yard except for retaining walls. Walls must be set back at least (12) inches from the front lot line. The columns in between the walls or fences are allowed to be four (4) feet in height, unless it is approved as a Special Purpose fence as identified in Section 54.706(E).

**(2) M-U and CBD Districts.**

**(a) Height.** With exceptions as enumerated below, fences and walls in the side yard and front yard shall not exceed four (4) feet in height, ~~or~~ and in the rear yard shall not exceed six (6) feet in height. ~~A fence in a front yard may not exceed four (4) feet in height.~~ Walls are prohibited in a front yard except for retaining walls.

**Exceptions:**

- (i) A wall or fence in the side or rear yard of an approved commercial Outdoor Alcoholic Beverage Service use (see *Section 54.636*) and for Outdoor Entertainment and Community Events (see *Section 54.635*) may be up to eight (8) feet in height for the purposes of visual and noise screening of that particular use.
- (ii) A wall or fence in the front or side yard that has a commercial off-street parking lot abutting a residential use may be up to six (6) feet in height. In lieu of a wall or fence, the owner may plant and maintain an evergreen greenbelt buffer in accordance with *Section 54.1003(D)(2)(c)*.
- (iii) For residential uses, on corner lots, a residential screening fence may be six (6) feet tall, located in the rear yard and up to the front wall of the primary dwelling in the side yard.
- (iv) For residential uses, an interior block property adjacent to a corner property may place a 6-ft. tall screening fence within its property boundaries to match the placement allowed on the corner property so that either property has the same opportunity to have a screening fence in directly adjacent areas of their yards.
- (v) For residential uses, interior-block residences that are located fully behind the adjacent primary residences along the side lot lines, screening fences may be six (6) feet tall, located in the rear yard and up to the neighboring primary dwellings' rear wall.
- (vi) For residential uses, where the rearmost wall of the neighboring primary dwelling structure is between the front wall and rear wall of the subject home, a 6-ft. screening fence may be built to a point aligned on the rear wall of the neighboring primary dwelling in that side yard of the subject property. Each side of the property is treated independently. Where the rearmost portion of the subject property is a shed/garage for vehicle or other storage, and not containing dwelling space, it shall not be counted as the rearmost portion of the dwelling.
- (vii) Special Purpose Fences as identified in Section 54.706(E).

**(E) Special Purpose Fences.**

- (1) **Swimming Pools.** All swimming pools with a water depth of two (2) feet or greater at any point must be enclosed with a six (6) foot high fence, not closer than four (4) feet from the pool's edge on any side. Gates in the fence must have a self-latching catch or lock located not closer to the grade than four (4) feet and otherwise made inaccessible from the outside to small children.
- (2) **Protective Measures Fence.** A protective measures fence may only be erected upon a finding by the Board of Zoning Appeals of the need for such fence. The BZA's established procedures of [Section 54.1404](#) must be followed. In determining whether the applicant has a practical difficulty, the BZA shall determine that the definition of a "protective measures fence" is met and that there is no reasonable alternative to the erection of the fence. A protective measures fence shall not exceed twelve (12) feet in height in the I-M district, ten (10) feet in height in the GC, RC, M, C, CR, and BLP, and eight (8) feet in height in all other districts. The BZA may permit the owner of a protective measures fence to erect necessary and reasonable barriers along the uppermost edge of such fence including barbed wire. Security fences for telecommunications towers and other facility that require such fencing are exempt from the provisions of this sub-section.
- (3) **Temporary Fences.** Temporary fences, as defined herein, may be permitted by the City in conjunction with an approved temporary activity/purposes, such as construction; landscaping and grading erosion control; temporary sales areas; ~~temporary~~ **and** events; or snow **exclusion**, and garden **and wildlife exclusion** fencing ~~(as long as it is not permanently anchored and the use is temporary for the snow or growing season)~~. The type of temporary fencing used must be appropriate for the temporary activity, and in most cases a temporary fence must be installed prior to the temporary activity and should be removed soon after the end of the temporary activity. Temporary fencing that does not meet these standards may be considered a violation of this section. Temporary garden **/wildlife exclusion** and snow fences cannot be in place ~~greater~~ **longer** than 6 months in a calendar year. Temporary fencing that is not permanently anchored and the use is temporary does not require a fence permit. Wildlife exclusion fencing must comply with the standards of [Section 54.706\(E\)\(5\)](#)
- (4) **Dog Pens and Runs.** *Section 10-42* of the City Code states, "Dog pens and runs shall not be placed in front yards. Such pens shall be located not less than ten feet from adjacent properties unless a six-foot solid screen obscuring fence is constructed to separate the pen and run from adjacent property. For purposes of this article, any enclosed area used exclusively to contain a dog shall be considered a dog pen or dog run".
- (5) **Wildlife Exclusion Fences (WEFs).** To encourage gardening in areas of the city in which deer commonly browse tree saplings, seedlings, and garden plants, residents may erect temporary fences designed to exclude deer, in accordance with the following standards:
- (a) **Height.** WEFs may be up to six (6) feet in height.
- (b) **Placement.** WEFs may be placed in any yard on the residential property, including the front yard. Fences must comply with [Section 54.704](#), to be outside of any "clear vision area" on a property.
- (c) **Anchoring.** Because these fences must be tall and robust, they may be attached to buried

or anchored posts, which must be removed when the growing season has ended.

(d) **Materials.** Fence spanning materials may include polymer or plastic mesh, chicken wire, and similar pliable materials, and should be durable, non-toxic, and designed to minimize entanglement and injury. Fence posts/supports and hardware may include wood and metal components. Chain link and electric fencing is prohibited.

## **SECTION 7. Article 9 – Parking, Loading, and Access Management**

**Chapter 54 – LAND DEVELOPMENT CODE, Article 9 – Parking, Loading, and Access Management is hereby amended as follows:**

### **Article 9 Parking, Loading, and Access Management Section 54.902 Parking Regulations**

~~(A) **Uses Not Provided.** For those uses not specifically mentioned in [Section 54.903](#) of this Ordinance, the requirements for off-street parking facilities shall be in accord with a use that the Zoning Administrator considers as similar in type. In determining a similar use, the Zoning Administrator may consult the most recent edition of *Parking Generation*, published by the Institute of Transportation Engineers (ITE), or other acceptable publication.~~

~~(B) **Fractional Spaces.** Where calculation of parking requirements with the foregoing list in [Section 54.903](#) results in a fraction of a space, a full space must be provided unless otherwise modified by this Article.~~

**(A) Compliance with All Parking Requirements of this Article.** The parking requirements of this Article must be met when one (1) or more of the following takes place. Depending on the scope of work, the approving authority will be the Zoning Administrator or the Planning Commission as stated in Article 14:

**(1)** At the time of construction of any new building or structure, or at the time of commencement of use of any land.

**(2)** If any alterations are made to a building or structure which would require additional parking.

**(3)** If the use of any building, structure, of land is altered in a manner that would require additional parking.

**(B) ~~(C)~~ Joint/Shared Parking.** Two (2) or more non-residential buildings or uses may collectively provide the required off-street parking subject to the following conditions:

**(1) Number of Joint/Shared Parking Spaces.** The required number of parking spaces shall not be less than the sum of the requirements for the several individual uses computed separately. In the instance of dual function of off-street parking spaces where operating hours of the buildings or uses do not overlap, the Planning Commission or Zoning Administrator (for Minor Site Plan Review) may grant exception to the number of parking spaces required. In determining whether to grant an exception to the number of parking spaces required based on different parking levels and/or peak parking times, the Planning Commission or Zoning Administrator, as applicable, may consider a professional study submitted by the owner(s), the most recent edition of *Parking Generation* published by ITE, and/or the most recent edition of *Shared Parking* published by the Urban Land Institute (ULI).

**(2) Pedestrian Access.** There must be adequate pedestrian access provided between the

shared parking lot and the associated buildings and uses.

- (3) **Shared Parking Agreement.** A written shared parking agreement between the joint non-residential users in a form approved by the City must be notarized and recorded with the Marquette County Register of Deeds. The agreement must assure the continued availability of the off-site parking facilities for the uses it is intended to serve.

**(C) (D) Change in Use of Off-Street Parking Lot.** Any area once designated as a required off-street parking lot shall not be changed to another use unless and until equal facilities are provided elsewhere subject to the recommendation of the Zoning Administrator and Planning Commission approval, as applicable (see [Figure 51](#)).

**(D) (E) Parking Standards Applicable to Specific Zoning Districts.**

- (1) **LDR and MDR Districts and single-family and two-family structures in other zoning districts. LDR and MDR Districts and single-family, two-family (duplex), triplex, and quadplex dwellings in other zoning districts.**

**This subsection shall apply only to parcels containing no more than four (4) total dwelling units. Where a parcel contains more than four (4) total dwelling units, parking shall be regulated in accordance with the applicable provisions for Off-Street Parking Lots.**

**Parking serving single-family dwellings, two-family dwellings (duplexes), triplex dwellings, and quadplex dwellings on parcels containing no more than four (4) total dwelling units that is provided by individual driveways or Accessory Parking Areas, as defined in this Ordinance, shall be subject only to the parking requirements expressly identified in this subsection.**

- (a) **Definition of “Front Area.”** For the purposes of [Section 54.902\(E D\)\(1\)](#) only, the “Front Area” is that area located between the edge of the physical street and the nearest point of the dwelling foundation (excluding open porch projections), projected parallel from the street.
- (b) **Off-Site Parking in the LDR and MDR Districts.** In the LDR and MDR districts, off-street parking may be located on a site other than the site to which it pertains, and within the City limits or in an adjacent township.
- (c) **Maximum Rear Yard Paving.** In the LDR and MDR districts, no more than 25% of the rear yard may be paved (including but not limited to asphalt or concrete, but with the exception of compacted gravel) for parking provided the impervious surface coverage limits of the lot (see [Article 4](#)) are not exceeded. **Rear Yard Driveway and Parking Area Coverage Limit.** Paved driveways and accessory parking areas may cover no more than 25% of the rear yard area (including but not limited to asphalt or concrete, but with the exception of compacted gravel), provided that the lot’s overall impervious surface coverage does not exceed the limits specified in [Article 4](#).
- (d) **“Front Area” Parking Limitations.** Parking in the front area is permitted only on an approved hard surface parking space and/or driveway, or in a garage (see definition of “Hard Parking Surface” in [Section 54.202\(A\)\(93\)](#)). Parking spaces in the front yard area must be at least two (2) feet from the side lot line, at least two (2) feet from the inside edge of a sidewalk **or multi-use path**, and at least ten (10) feet from the edge of an established street. The encroaching driveways and parking spaces must be drained so

as to dispose of all surface water accumulated in such a way as to preclude drainage of water onto adjacent property or toward adjacent buildings.

**(i) Front Yard Parking Waiver.** The Zoning Administrator may permit parking in a front area during the winter parking ban period for single-family or duplex dwelling units upon request for a Front Yard Parking Waiver for a limited time when the site cannot be altered without causing hardship on the property owner or if the property owner has relevant documented disabilities, or indefinitely in rare cases that the site cannot be reasonably altered to create one (1) additional parking space or a widened driveway. Self-created difficulties, such as adding renters and vehicles, are not applicable to the consideration for a Front Yard Parking Waiver.

**(e) Maximum Driveway Width and Paved Area.**

**(i)** Single-family uses:

- a.** For lots with one driveway - The maximum width of a driveway on a single frontage is 18 feet wide on a lot up to and including 60 feet in width, and 24 feet wide on a lot of more than 60 feet in width.
- b.** For lots with two driveways - On a lot 100 feet or more in width, the maximum width of both driveways combined is 36 feet wide on the same frontage.

**(ii)** Duplex/two-family uses, **Triplex, and Quadplex** - The maximum width of a driveway is 24 feet wide.

**(iii)** A driveway may be widened beginning at a point two (2) feet from the inside edge of a sidewalk or ten (10) feet from the edge of an established street without sidewalks, provided the hard parking surface areas of the driveway or driveways and parking spaces utilize no more than 30% of the front area for single-family dwelling units and no more than 40% of the front area for duplex, **triplex, and quadplex** dwelling units.

**(iv)** An application for the paving of more than 30% of the front area can only be accepted if a variance is first approved for the proposed paving pursuant to [Section 54.1404](#).

**(v)** On corner lots, there shall be two (2) front areas. For single-family dwelling units the overlapped area at the corner may be counted with either front area, but not both, (at the discretion of the property owner) and the two (2) front areas may not be combined for the purpose of exceeding the 30% maximum hard parking surface within either front area. For duplex, **triplex, and quadplex** dwelling units, the overlapped area at the corner may overlap and be combined to utilize up to 40% of the front area for hard parking surfaces in either or both front areas.

**(f) Maximum Number of Driveway Openings Per Site.** On lots with one (1) frontage, a maximum of two (2) driveway openings per site are permitted, provided the lot is at least 100 feet wide. On lots with more than one (1) frontage, a maximum of one (1) driveway opening per frontage is permitted, except on frontages of 100 ft. or more in length – upon which an additional driveway is allowable. All curb cuts and separation distances must meet the requirements of Chapter 42 of the Code of Ordinances (Streets, Sidewalks, and Other Public Places).

- (g) **Previously Approved Hard Parking Surface Residential Locations.** Hard parking surface residential parking locations approved under a previous ordinance are not subject to provisions of [Section 54.902\(E D\)\(1\)](#) provided that the minimum safeguards are met for all parking uses where vision hazards and locations impact public safety.
- (h) **Driveway Separation Requirement at Side Lot Line.** New or expanded driveways must be separated from the side lot line by a minimum of 12 inches of pervious surface, including but not limited to turf grass or other ground cover plants, permeable pavers, or other stable cover materials. The requirement may be waived by the Planning Commission or Zoning Administrator, per relevant authority, if physical difficulties exist, such as the presence of a retaining wall along the lot line. This requirement is waived where existing paved driveways owned by neighbors are conjoined (but not necessarily shared) or otherwise meet at the property lines. However, eliminating shared driveways is encouraged to avoid maintenance disputes and other disagreements over time.
- (i) **Application of Parking Development Standards.** All ~~one- and two-family residential parking spaces shall be exempt from the standards of [Section 54.905](#), except that site plans drawn to scale shall be submitted to the Zoning Administrator for review and approval for creation of driveways or parking spaces. Parking spaces may be on pavers or other hard parking surfaces that have an unpaved strip between the surfaces supporting the wheels. For purposes of providing required parking spaces onsite, the minimum dimensions for residential parking spaces shall be nine (9) feet wide by eighteen (18) feet long. Driveways in the front yard must be a full-width hard parking surface. Curb cut and driveway permits shall be obtained from the City Engineer when curb cuts are made or modified or if there is any work in the right-of-way for a driveway.~~
  - a. Curb cut and driveway permits shall be obtained from the City Engineer when curb cuts are made or modified or if there is any work in the right-of-way for a driveway. Must meet current Engineering Design standards.
  - b. Parking spaces serving parcels containing no more than four (4) total dwelling units shall be exempt from the standards of [Section 54.905](#) where such parking is provided by individual driveways or Accessory Parking Areas, as defined in this Ordinance. Site plans drawn to scale shall be submitted to the Zoning Administrator for review and approval for the creation of driveways or parking spaces. Parking spaces may be on pavers or other hard parking surfaces that have an unpaved strip between the surfaces supporting the wheels. For purposes of providing required parking spaces onsite, the minimum dimensions for residential parking spaces shall be nine (9) feet wide by eighteen (18) feet long. Driveways in the front yard must be a full-width hard parking surface.
  - c. Where triplex or quadplex dwellings, or a combination of such dwellings, are served by an off-street parking lot as defined in [Article 2, Section 54.905](#) shall be met.

**(2) MFR District.**

- (a) **Off-Street Parking in the MFR District.** In the MFR District, the required off-street parking shall be located on the same site as the use to which it pertains unless off-site parking is approved pursuant to [Section 54.902\(E\)\(5\)](#).
  - (i) Parking spaces must be designed so that backing into them or backing on to a street is not required.

- (ii) Driveways for MFR uses must connect to a parking lot, and may not be used as parking lots.

**(b) Additional Requirements.** See additional requirements of [Section 54.902\(E\)\(5\)](#).

- (3) **M-U District.** In the M-U District, parking in the front yard is prohibited except that a single row of parking (perpendicular, angled, or parallel) may be located in the front yard, provided the landscaping requirements are met for street trees ([Section 54.1003\(A\)](#)), frontage landscaping ([Section 54.1003\(B\)](#)), and parking lot landscaping ([Section 54.1003\(C\)](#)). The depth of the parking spaces and width of the aisle shall not be larger than the minimum dimensional requirements of [Figure 55](#) and [Figure 56](#). The required off-street parking shall be located on the same site as the use to which it pertains unless off-site parking is approved pursuant to also [Section 54.902\(E\)\(5\)](#).

**(a) Exception:** For lots with multiple front yards, the requirement above is applicable to only one of the front yards.

- (4) **GC District.** In the GC District, parking in the front yard is prohibited except that a double row of parking (perpendicular, angled, or parallel) may be located in the front yard, provided the landscaping requirements are met for street trees ([Section 54.1003\(A\)](#)), frontage landscaping ([Section 54.1003\(B\)](#)), and parking lot landscaping ([Section 54.1003\(C\)](#)). The depth of the parking spaces and width of the aisle shall not be larger than the minimum dimensional requirements of [Figure 55](#) and [Figure 56](#). See also [Section 54.902\(E\)\(5\)](#).

**(a) Exception:** For lots with multiple front yards, the requirement above is applicable to only one of the front yards.

- (5) **Non-LDR and Non-MDR Districts.** In all districts except the LDR and MDR districts, the following requirements apply:

**(a) Parking Lot Location and Off-Site Parking.** Parking must be located within 2,000 feet of the lot on which the use is located measured from lot corner along a street or streets. If the use is located in a building the distance shall be measured along streets from the nearest point of the building to the nearest corner of the lot on which the parking is located.

**(b) Site Plan Review of Off-Site Parking.** In all districts, except residential, where off-street parking is located on a lot other than the lot occupied by the use which requires it (an Off-site Parking Spot), site plan approval for both lots is required, unless the scope of the proposed alteration to the Off-site Parking Spot does not require Site Plan Review (per [Figure 64](#)) – in which case only a Zoning Compliance Permit would be required from the OPS property owner

- (6) **CBD.**

**(a) Front Yard Parking Prohibited.** In the CBD, parking in the front yard is prohibited.

**(i) Exception:** For lots with multiple front yards, the requirement above is

applicable to only one of the front yards.

**(b) Parking Space Requirements.** Parking space requirements for principal uses in the CBD apply only to residential uses, and all other principal uses in the CBD are exempt from parking space requirements. Special land uses, except outdoor food and beverage service, must meet minimum parking requirements unless modified in accordance with this Article.

**(c) Additional Requirements.** See also [Section 54.902\(E\)\(5\)](#).

~~**(F) Compliance with All Parking Requirements of this Article.** The parking requirements of this Article must be met when one (1) or more of the following takes place. Depending on the scope of work, the approving authority will be the Zoning Administrator or the Planning Commission as stated in [Article 14](#):~~

~~**(1)** At the time of construction of any new building or structure, or at the time of commencement of use of any land.~~

~~**(2)** If any alterations are made to a building or structure which would require additional parking.~~

~~**(3)** If the use of any building, structure, of land is altered in a manner that would require additional parking.~~

~~**(G) Parking Reduction Formula.** After calculating the number of parking spaces necessary to meet the standards in [Section 54.903](#), the parking requirements for uses, other than residential, in the non-residential zoning districts (i.e., non-LDR, MDR, MFR, and MHP zoning districts) may be modified using [Figure 52](#). If a greater parking reduction is requested, the City may approve fewer parking spaces based on a professionally prepared parking study and/or the most recent edition of *Parking Generation* published by ITE. Also see [Section 54.908\(D\)](#) for reductions in motor vehicle parking that may be achieved by substitution if bicycle parking spaces are provided in the specified quantity.~~

**Figure 52. Parking Reduction Formula**

Spaces Calculated	Percentage Required
Less than 5	50%
6-10	60%
11-20	70%
21-30	80%
31-40	90%
41-50	100%
51-60	90%
61-70	80%
71-80	70%
81 or more	60%

~~**(H) Maximum Parking Allowed.** In order to minimize excessive areas of pavement which depreciate aesthetic standards and contribute to higher rates of storm water runoff and higher micro-temperatures, exceeding the minimum parking space requirements of [Section 54.903](#) by greater than twenty percent (20%) is prohibited, except as approved by the Planning Commission or Zoning Administrator (see [Article 14](#)). In its request for additional parking spaces, the applicant must submit a parking study to the Planning Commission or Zoning Administrator (see [Article 14](#)).~~

demonstrating that additional parking spaces are needed based on the nature of the use and/or peak times thereof. In determining whether to grant additional parking spaces, the Planning Commission shall also consult the most recent edition of the *Parking Generation*, published by the ITE, or other acceptable standard.

~~(1) If a site plan proposes to exceed the maximum amount of parking allowed, any parking spaces in an enclosed building would not be considered in violation of the maximum number allowed – since the intent of the maximum is to reduce surface parking – and therefore the spaces may be counted towards the total but any number above the maximum allowed that are indoors would not be counted as above the maximum.~~

### Section 54.903 Minimum/Maximum Number of Parking Spaces

In all districts there shall be provided off-street parking for motor vehicles, as defined in the Michigan Vehicle Code, for specified land uses. When a public parking lot has been provided by special assessment, the minimum required parking may be reduced by the number of spaces in the public lot representing the same percentage as the property's participation in the special assessment district costs. The minimum and/or maximum number of spaces to be provided shall be based on the following schedule, which may only be increased in accordance with Section 54.902(H)3(B) and may only be reduced in accordance with the parking reduction standards of Section 54.902(G) 3(A)3, Section 54.908(D), or the shared parking standards of Section 54.902(C B):

#### **(A) The following factors shall be used in determining the required number of parking spaces.**

##### **(1) Land Uses.**

- (a) Calculations.** Parking space requirements shall be calculated separately for each land use type in a building, structure or on a lot, except that the Zoning Administrator may determine that a lower standard would be adequate for shared parking, as described in Section 54.902(B). Accessory uses shall be calculated separately and are additive.
- (b) Uses Not Provided.** For those uses not specifically mentioned in Section 54.903 of this Ordinance, the requirements for off-street parking facilities shall be in accord with a use that the Zoning Administrator considers as similar in type. In determining a similar use, the Zoning Administrator may consult the most recent edition of *Parking Generation*, published by the Institute of Transportation Engineers (ITE), or other acceptable publication.
- (c) Bicycle Parking** shall be as required in Section 54.908. Bicycle parking shall not occupy any required motor vehicle parking space.

##### **(2) Measurements.**

- (a) Floor Area.** Where floor area is the unit of measurement to determine the required number of off-street parking and loading spaces, gross floor area (GFA) shall be used.
- (b) Employees.** Where the number of spaces required is based on the number of employees, calculations shall be based upon the maximum number of employees likely to be on the premises at any one time. Where multiple shifts of employees are involved, calculations shall be based on the largest shift.
- (c) Occupancy.** Where occupants are used as a measurement, all calculations shall be based on the maximum capacity permitted under fire safety and building codes.
- (d) Stalls.** Where vehicle stalls are used as a measurement, all calculations shall be based on the number of service bays, garage door openings or similar area.

- (e) **Bench Seating.** In calculating bench seating for places of assembly, each continuous four (4) foot segment of benches, pews or other similar seating shall be counted as one (1) seat.
- (f) **Fractions.** Where the calculation of parking requirements with the foregoing list results in a fraction of a space, a full space must be provided unless otherwise modified by this Article.

**(3) Parking Reduction Formula.** After calculating the number of parking spaces necessary to meet the standards in [Section 54.903](#), the parking requirements for uses, other than residential, in the non-residential zoning districts (i.e., non-LDR, -MDR, -MFR, and -MHP zoning districts) may be modified using Figure 52. If a greater parking reduction is requested, the City may approve fewer parking spaces based on a professionally prepared parking study and/or the most recent edition of *Parking Generation* published by ITE. Also see [Section 54.908\(D\)](#) for reductions in motor vehicle parking that may be achieved by substitution if bicycle parking spaces are provided in the specified quantity.

**Figure 52. Parking Reduction Formula**

Spaces Calculated	≤ 5	6-10	11-20	21-30	31-40	41-50	51-60	61-70	71-80	≥81
Percentage Required	50%	60%	70%	80%	90%	100%	90%	80%	70%	60%

**(B) Maximum Parking Allowed.** In order to minimize excessive areas of pavement which depreciate aesthetic standards and contribute to higher rates of storm water runoff and higher micro temperatures, exceeding the minimum parking space requirements of [Section 54.903](#) by greater than twenty percent (20%) is prohibited, except as approved by the Planning Commission or Zoning Administrator (see [Article 14](#)). In its request for additional parking spaces, the applicant must submit a parking study to the Planning Commission or Zoning Administrator (see [Article 14](#)) demonstrating that additional parking spaces are needed based on the nature of the use and/or peak times thereof. In determining whether to grant additional parking spaces, the Planning Commission shall also consult the most recent edition of the *Parking Generation*, published by the ITE, or other acceptable standard.

- (1) If a site plan proposes to exceed the maximum amount of parking allowed, any parking spaces in an enclosed building would not be considered in violation of the maximum number allowed – since the intent of the maximum is to reduce surface parking – and therefore the spaces may be counted towards the total but any number above the maximum allowed that are indoors would not be counted as above the maximum.

**Figure 53. Minimum/Maximum Motor Vehicle Parking Spaces by Land Use**

Land Use	Minimum/Maximum Parking Requirement (standards show the parking minimums unless a maximum is stated)
<b>(A) Residential and Lodging</b>	
(1) Single-Family and Two-Family (duplex) units	Two (2) spaces per single-family dwelling unit, except in the M-U and CBD zoning districts, which require 1.125 spaces per any type of dwelling unit. Duplex units: Two (2) spaces per each dwelling unit with more than one bedroom, and one (1) parking space for each one-bedroom dwelling unit, except the M-U and CBD zoning districts (as above). For parking spaces provided for residential dwelling

	units off-site, one (1) space per dwelling unit may be permitted off-site if proof of a lease arrangement for long-term parking is provided to the City with the application.
<b>(1)</b> Multiple-Family units with 3 or 4 dwelling units	One and a half (1.5) spaces per dwelling unit, except the M-U and CBD zoning districts require 1.125 spaces per dwelling unit.
<b>(2)</b> Multiple-Family units with 5 – 19 dwelling units, except subsidized (below market rate) and senior housing.	Two (2) spaces per each dwelling unit with more than one bedroom; one (1) parking space must be provided for each one-bedroom dwelling unit, except the M-U and CBD zoning districts require 1.125 space per any dwelling unit. 2 motor vehicle parking spaces per dwelling unit is the maximum allowed.
<b>(4)</b> Multiple-Family units with 20 or more dwelling units, subsidized housing units (including Section 8 and other programs)	Two (2) spaces per each dwelling unit with more than one bedroom; one (1) parking space must be provided for each one-bedroom dwelling unit, except the M-U and CBD zoning districts require 1.125 space per any dwelling unit. 2 motor vehicle parking spaces per dwelling unit is the maximum allowed.
<b>(5)</b> Attached housing exclusively for senior citizens that is not congregate care.	One-half space per dwelling unit plus one space per employee on peak shift.
<b>(6)</b> Hotels and Motels	1 space per rental unit, plus 1 space per employee on peak shift. A hotel or motel may provide parking spaces and power hookups for recreational vehicles (RVs). The maximum number of spaces for RVs shall be ten (10) percent of the number of rental units/rooms.
<b>(7)</b> Fraternities, Sororities, and Intentional Communities	One (1) space for each capacity occupant
<b>(8)</b> Rooming Houses and Hostels	Three (3) spaces.
<b>(9)</b> Nursing Home, Convalescent Homes, Extended Care Facility, Assisted Living Facility (congregate care facilities).	One (1) space for each three (3) units or beds
<b>(10)</b> Homeless Shelter or Domestic Violence Abuse Shelter	Established based on the needs of each facility. As a general rule, shelter facilities providing services to families will require more parking than emergency shelters that serve homeless individuals exclusively.
<b>(11)</b> Bed and Breakfast Homes, and Bed and Breakfast Inns	Two (2) spaces, plus one (1) space per guest room.
<b>(12)</b> Short-Term Rentals (Homestays and Vacation Homes)	One (1) space per dwelling unit.

Land Use	Minimum/Maximum Parking Requirement (standards show the parking minimums unless a maximum is stated)
<b>(A) Residential and Lodging Cont.</b>	
(13) Supportive Housing Facility, Permanent and Transitional	Two (2) spaces
(14) Group Home Day Care	One (1) off-street parking space must be provided for the caregiver(s) not living in the dwelling. Two (2) parking spaces must be available for drop-off and pick-up within 250 feet of the home.
<b>(B) Educational</b>	
(1) Public and Private Elementary, Junior, and Senior High Schools	One (1) space for each instructor, administrator or additional employee plus one (1) space for each ten (10) senior high school students
(2) Commercial and Trade Schools, Colleges, and Universities	One (1) space for each instructor, administrator or other employee plus 1 space for each four students
<b>(C) Religious, Cultural, and Recreational</b>	
(1) Religious Institutions, Commercial or Noncommercial Assembly, Convention, Meeting and Exhibition Halls, Theaters, Auditoriums Stadiums, Sports Arenas, and Similar Places of Public Gathering	One (1) space for every three (3) seats or six (6) feet of linear seating in the main assembly area for areas with fixed seating. For facilities without fixed seating, one (1) space for every three (3) capacity occupants.
(2) Libraries, Museums, Art Galleries	One (1) space per 250 square feet of floor area
(3) Private Clubs, Private Lodges, or Indoor Recreation (Commercial or Noncommercial)	One (1) space for every three (3) capacity occupants
<b>(D) Health Facilities</b>	
(1) Hospitals and Inpatient Mental Health or Substance Abuse Treatment Facility	Two (2) spaces for each bed
(2) Medical and Dental Clinics, Doctors' and Dentists' Offices, Veterinary Clinics, and Outpatient Mental Health or Substance Abuse Treatment Facilities with less than 20 Licensed Health Professionals	One (1) space per 400 square feet of gross floor area plus one (1) per employee on peak shift.

<p><b>(3)</b> Medical and Dental Clinics, Doctors' and Dentists' Offices, Veterinary Clinics, and Outpatient Mental Health or Substance Abuse Treatment Facilities containing twenty or more Licensed Health Professionals</p>	<p>One (1) space per 500 square feet of gross floor area plus one (1) per employee on peak shift.</p>
<p><b>Land Use</b></p>	<p><b>Minimum/Maximum Parking Requirement</b> (standards show the parking minimums unless a <b>maximum is</b> stated)</p>
<p><b>(E) Transportation, Communication, and Utilities</b></p>	
<p><b>(1)</b> Rail, Bus, Air and Water Passenger Terminals</p>	<p>No minimum</p>
<p><b>(2)</b> Air, Rail, Motor and Water Freight Terminals</p>	<p>One (1) space per 400 square feet of floor area</p>
<p><b>(3)</b> Radio and Television Stations</p>	<p>One (1) space per 200 square feet</p>
<p><b>(4)</b> Public Utility Operations other than Offices</p>	<p>One (1) space per 1,000 square feet of floor area plus One (1) space per 10,000 square feet of site area</p>
<p><b>(F) Industrial/Wholesaling/Warehousing</b></p>	
<p><b>(1)</b> Production or Processing of Materials, Goods, or Products</p>	<p>One (1) space per 1,500 square feet of floor area plus one (1) space per 10,000 square feet of site area</p>
<p><b>(2)</b> Testing, Repairing, Cleaning or Servicing of Materials, Goods, or Products</p>	<p>One (1) space per 1,000 square feet of floor area plus One (1) space per 10,000 square feet of site area</p>
<p><b>(3)</b> Warehousing and Wholesaling</p>	<p>One (1) space per 1,000 square feet of floor area plus One (1) space for every 10,000 square feet of outdoor storage or sales area</p>
<p><b>(G) Retail Trade</b></p>	
<p><b>(1)</b> Establishments for the Consumption of Food or Beverages on the Premises, excluding Drive-Through Restaurants</p>	<p>1 space for every two (2) capacity occupants</p>
<p><b>(2)</b> Drive-Through Restaurants</p>	<p>1 space for every two (2) capacity occupants plus a <b>minimum of</b> two (2) stacking spaces between the pick-up window and the order station, where space exists. <del>Any</del> <del>other</del> Stacking spaces shall not conflict with access to required parking spaces or block <b>any</b> right-of-way.</p>
<p><b>(3)</b> <b>Mobile Food Vending (MFVU) on Private Property – Accessory Use (overnight or long-term temporary use)</b></p>	<p><b>One (1) space for MFVU parking; plus one (1) space for patron orders/pick-up adjacent to MVU, unless a suitable location for patrons to order is provided.</b></p>

(4) Mobile Food Vending (MFVU) on Private Property – Accessory Use (day use only, no overnight parking)	One (1) space for MFVU parking; plus one (1) space for patron orders/pick-up adjacent to MVU, unless a suitable location for patrons to order is provided
(3) (5) Establishments for the Sale of Motor Vehicles, Trailers, and Large Equipment of any sort	One (1) space for each 1,000 square feet of floor area, minimum of two (2) spaces
(4) (6) Gasoline Stations and Convenience Stores	One (1) per gas pump (located at the pump) and one (1) per employee on peak shift, plus required parking for the retail area. In no instance shall a required parking space or its maneuvering area conflict with vehicles being fueled or serviced or awaiting to be fueled or serviced.
(5) (6) All Other Retail	Maximum of one (1) space for every 300 square feet of floor area, minimum of two (2) spaces
<b>(H) Services</b>	
(1) Offices, business and professional except as otherwise specified.	One (1) space for every 400 square feet of floor area
<b>Land Use</b>	<b>Minimum/Maximum Parking Requirement</b> (standards show the parking minimums unless a maximum is stated)
<b>(H) Services Cont.</b>	
(2) Auto service stations and repair garages	One (1) space for every 300 square feet of interior office/sales/waiting room floor area plus two (2) spaces per service stall.
(3) Laundromats	One (1) space for every 50 square feet of floor area.
(4) Barber Shops, Beauty Shops, and Salons	One (1) space per employee plus two (2) spaces per service chair.
(5) Day Care Facilities	One (1) per employee in the largest working shift and one (1) per ten (10) persons cared for at capacity plus stacking spaces for two (2) vehicles. The stacking spaces must meet the minimum parking layout dimension requirements per <a href="#">Figure 55</a> .
(6) Pet Boarding Facilities	One (1) per employee in the largest working shift and one (1) per ten (10) animals cared for at capacity.
(7) Other Personal Service Establishments	One (1) space for every 150 square feet of floor area, minimum of two spaces
<b>(I) Other</b>	
(1) Marihuana Designated Consumption Establishment	1 space for every two (2) capacity occupants
(2) Marihuana Grower and Marihuana Microbusiness growing portion	Minimum of one (1) space per employee on maximum shift, maximum of two (2) spaces.

(3) Marihuana Processor and Marihuana Microbusiness processing portion	One (1) space per 1,000 square feet of floor area plus one (1) space per 10,000 square feet of site area
(4) Marihuana Retailer and Marihuana Microbusiness retail portion	Maximum of one (1) space for every 150 square feet of floor area, minimum of two (2) spaces
(5) Marihuana Safety Compliance Facility , Marihuana Education Research, and Marihuana Secure Transporter	One (1) space per 1,000 square feet of floor area plus One (1) space per 10,000 square feet of site area
(6) Outdoor Recreation	One (1) space per 10,000 square feet of space dedicated to recreation activities (not to include offices, restrooms, landscaped areas, roads, etc.)

### Section 54.905 Parking Layout, Design, Construction, and Maintenance

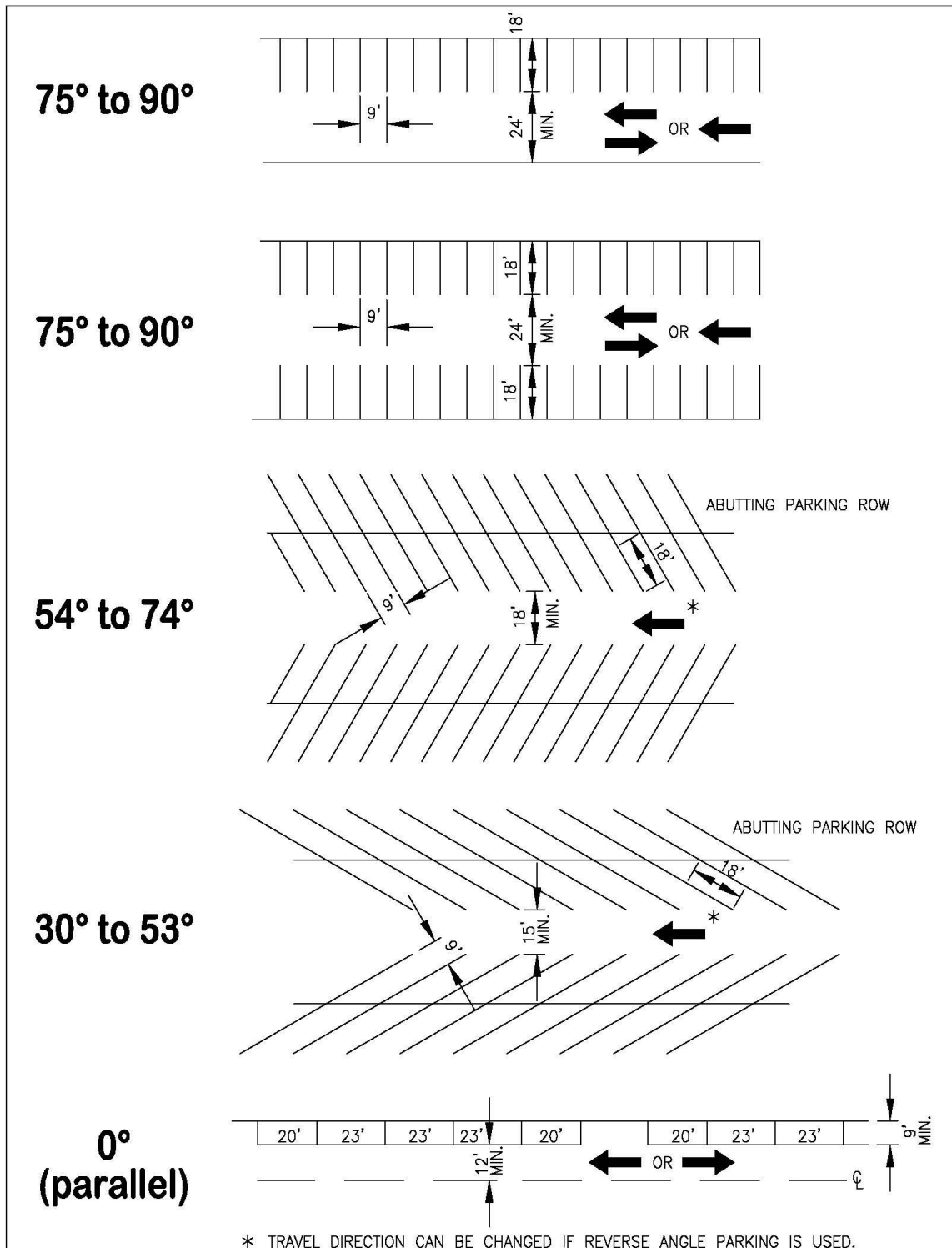
All off-street parking shall be laid out, constructed, and maintained according to the following standards and regulations:

- (A) **Required Parking Space Dimensions.** Unless otherwise stated in [Section 54.905\(C\)](#), all parking spaces shall be laid out in the minimum dimensions of nine (9) feet wide by eighteen (18) feet long, exclusive of maneuvering lanes.
- (B) **Snow Storage.** An area equivalent to 10% of the required parking stall area must be provided for snow storage. The snow storage area shall **may** be landscaped and shall be located within any fence bounding the parking lot, **however it shall not occupy more than 10% of the required parking lot spaces.** The snow storage area may be located in a landscape area required in [Article 10](#) or in a storm water detention or retention pond, subject to approval by the City. Snow storage on lot corners and near driveway entrances must meet the clear vision requirements of [Section 54.704](#)
- (C) **Parking Layout Requirements.** Plans for the layout of the parking lot shall show the dimensions of the total lot, shall show the location and dimensions of all parking spaces, maneuvering lanes, entrances, exits, borders and snow storage areas. Means of limiting ingress and egress to the parking lot shall also be shown. One of the following patterns shall be used for the layout of parking spaces:

Figure 55. Minimum Parking Layout Dimension Requirements (Text)

Angle (In Degrees)	Min. Stall Length	Min. Stall Width	Min. Maneuvering Lane Width
0 (parallel)	23 ft.	9 ft.	12 ft. (one way)
30-53	18 ft.	9 ft.	15 ft. (one way)
54-74	18 ft.	9 ft.	18 ft. (one way)
75-90	18 ft.	9 ft.	24 ft. (one and two way)

Figure 56. Minimum Parking Layout Dimension Requirements (Graphic)



- (D) **Maneuvering Lane Requirements.** All spaces shall be provided adequate access by means of a maneuvering lane. Backing directly onto a street is prohibited.
- (E) **Driveway Requirements.** **Driveways may only be built from an improved right-of-way.** Adequate ingress and egress to the parking lot by means of clearly limited and defined drives shall be provided for all vehicles. There shall be a minimum of 25 feet between curb cuts or cuts and intersections. There shall be a clear vision triangle at each driveway intersection pursuant to [Section 54.704](#)
- (F) **Curb Cut Setback From Residential District.** Each exit and entrance to and from any off-street parking lot located in an area zoned for other than Low Density Residential District (LDR) and Medium Density Residential District (MDR) must be at least 25 feet from any adjacent property located in a LDR or MDR zoning district.
- (G) **Surface and Drainage.** The entire parking lot including parking spaces and maneuvering lanes required under this Section, must be provided with a hard paving surface in accordance with specifications approved by the City Engineer (see definition of “Hard Parking Surface” in [Section 54.202\(A\)\(93\)](#)). The parking area shall be surfaced within (1) year of the date the permit is issued. Off-street parking lots, including the driveways, must be drained so as to dispose of all surface water accumulated in the parking areas and driveways in such a way as to preclude drainage of water onto adjacent property or toward buildings. Storm water management systems are encouraged to include one (1) or more of the Best Management Practices (BMPs) published by the Michigan Department of Environment, Great Lakes, and Energy (EGLE) or any other BMP accepted by the City, such as underground infiltration trenches, rain gardens, cisterns, and swales.
- (H) **Curbing and Painted Lines.** Except for those parking areas serving a single- or two-family dwelling unit in a LDR or MDR zoning district, concrete curbs, sidewalks, and other items necessary for the protection of the public and adjoining properties must be provided and maintained around all parking areas, including where parking spaces abut landscaping, property lines, or required setback areas. In lieu of concrete curbing, the City may approve concrete wheel stops/parking blocks. All parking spaces shall be clearly defined by painted lines, except for those parking areas serving a single- or two-family dwelling unit in a LDR or MDR zoning district.
- (I) **Parking Lots Abutting Certain Residential Districts.** An off-street parking lot abutting the LDR, MDR, or MFR districts must be provided with a continuous six (6) foot high solid or stockade style screening fence. This screening fence must meet the requirements of [Section 54.706](#), and be provided on all sides where the abutting zoning district is designated as LDR, MDR, or MFR. In lieu of a wall or fence, the owner may plant and maintain an evergreen greenbelt buffer in accordance with [Section 54.1003\(D\)\(2\)\(c\)](#).
- (J) **Lighting.** All lighting used to illuminate any off-street parking area must meet the requirements of [Section 54.802](#) and be confined within and directed onto the parking lot only. In no case may the source of light exceed twenty feet in overall height above ground level.
- (K) **Maintenance:** The off-street parking lot, required borders, and landscaped areas must be maintained in a litter free condition. All landscaping and screening must be maintained in a healthy growing condition pursuant to [Article 10](#), and neat and orderly in appearance. Snow must be removed as necessary to permit the use of all required parking spaces.

- (L) **Parking Lot Border.** Unless parking lot landscaping and screening is required by [Section 54.1003\(C\)\(1\)](#), a two-foot wide border must be created and maintained between a parking lot, and the adjacent buildings and/or property lines. This border must be landscaped or paved with concrete as a walkway, and may be included in the required snow storage area.
  - (1) **Exception.** Two adjacent property owners may create a shared parking lot without the necessity of maintaining a two-foot border between their property lines, provided the proposal complies with [Section 54.902\(C\)\(B\)](#) and the adjacent property owners provide a comprehensive parking easement agreement that identifies responsibilities for various maintenance tasks- including snow removal, repaving, and landscaping upkeep. Furthermore, this parking easement agreement shall be recorded with the Marquette County Register of Deeds.
- (N) **Repaving and Restriping.** Prior to repaving or restriping a parking lot, a plot plan must be submitted to the Zoning Administrator for Zoning Compliance Review pursuant to [Section 54.1401](#).
- (O) **Setback.** Unless otherwise required in this Ordinance, an off-street parking area may be located in a front, side, or rear yard setback area.

## 54.908 Bicycle Parking Requirements and Parking Space Reduction/Substitution for Bicycle Parking

- (A) **Intent.** To provide convenient and dignified parking places for bicyclists to store bicycles securely and to support non-motorized travel and travelers within the city.
- (B) **Application.** – new/proposed or remodeled buildings (where the likely cost of remodeling will exceed fifty/50 percent of the assessed value of the existing structure at time of application).
- (C) **Standards.** Bicycle parking is required to meet the following standards and regulations:
  - (1) The required amount of bicycle parking shall meet the amount/use schedule for specific land uses, according to [Figure 57](#). Bicycle parking types and options are as shown in [Figure 58](#).
  - (2) Required short-term bicycle parking facilities shall be located in a convenient and visible area, within fifty (50) feet of a principal entrance. If this location standard cannot be met, the Planning Commission or Zoning Administrator may approve alternative locations. At the time of application, if there are no parking/storage locations on private property that meet the requirements of this section, the installation requirement will be non-binding.
  - (3) Bicycle parking spaces should be located on paved or pervious surfaces and shall be a minimum of two (2) feet by six (6) feet. The installation of parking racks shall follow the manufacturer’s specifications or other best practices, ensuring that comfortable access space around bicycle racks is provided, parked bicycles do not obstruct walkways, and the spaces are accessible without requiring the movement of another bicycle.
  - (4) All bike racks must permit the locking of the bicycle frame and one (1) wheel to the rack while supporting a bicycle in a stable position. Racks shall accommodate cable locks and “U” locks.

- (5) For multi-building development, bicycle parking shall be provided for each building occupied by a dwelling or a work station.
- (6) Bicycle parking not meeting dimensional or access aisle requirements may be installed, but shall not count towards a minimum bicycle parking requirement.

**(D) Motor Vehicle Parking Space Reduction by Bicycle Parking Substitution**

- (1) For every four (4) bicycle parking spaces added above the minimum number required, one (1) vehicle parking space may be removed from the required amount. Maximum substitution amount of three (3) vehicle spaces. The minimum number of vehicle parking spaces required after substitution is two (2).
- (2) Bicycle parking substituted for *motor vehicle/car and truck* parking may be horizontal or vertical, as long as dimensional requirements are met as described in [Section 54.908\(A\)\(5\)\(C\)\(3\)](#).

**SECTION 8. Article 14 – Administrative Procedures**

**Chapter 54 – LAND DEVELOPMENT CODE, Article 14 – Administrative Procedures is hereby amended as follows:**

**Article 14 Administrative Procedures**

**Section 54.1401 Zoning Permits and Zoning Compliance Review**

- (A) Submission of Zoning Compliance Application Required.** No person shall commence to erect, alter, or repair any structure or to replace or enlarge any of the uses listed in [Section 54.1401\(B\)](#), without first obtaining Zoning Compliance and approval of plans. No use shall be carried on, nor construction undertaken, except as shown upon an approved Zoning Compliance application and plan. Plans shall be submitted to the Zoning Administrator or designated official.
- (B) Permitted Uses and Development Subject to Zoning Compliance Review.** The following uses and development are subject to Zoning Compliance Review:
  - (1) Residential dwellings (one-family, two family, multi-family) and associated accessory structures, including additions and structural alterations, and structural alterations to any other building or structure. Structural alterations include, but are not limited to, replacement of structural members of decks, porches, or steps, alterations to the means of ingress and egress, and other changes regulated by this Ordinance, provided such alterations are not subject to Site Plan Review pursuant to [Section 54.1402\(B\)](#). The Zoning Administrator reserves the right to require a Zoning Compliance Review for the replacement of a non-structural member of a deck, porch, or other structure if deemed necessary by the Zoning Administrator to determine compliance with this Ordinance.
  - (2) Interior remodeling and exterior alterations of a non-residential use provided such remodeling or alteration is not subject to Site Plan Review pursuant to [Section 54.1402\(B\)](#).
  - (3) Interior remodeling of a residential use, exempt from Site Plan Review pursuant to [Section 54.1402\(B\)](#), when such remodeling involves interior structural alterations, including but not limited to the removal or addition of interior walls, or any change of use of within interior areas.

(3 4) Re-paving of an off-street parking lot provided there are no grading changes and no changes to the configuration of the parking lot layout.

(4 5) The establishment of a permitted use in the district, provided that the use must meet all requirements of this Ordinance including any special requirements listed for that zoning district. Any development requiring Site Plan Review must be reviewed in accordance with to [Section 54.1402\(B\)](#) and special land uses must be reviewed in accordance with [Section 54.1403](#).

(6) **Demolition of residential, non-residential, and multifamily residential buildings and accessory structures.**

(C) **Required Information for Zoning Compliance Review.** The required form of, and information on, plans shall include:

(1) Name and address of the applicant and plan preparation date.

(2) Dimensioned property lines of the area included in the plan and a north arrow.

(3) The scaled shape, size, use, location, height, eave size, floor area, parking spaces, driveways, sidewalks, exterior architectural design of all structures, the floor area and ground coverage ratios of residential structures if applicable.

(4) The elevation of the finished floor and the elevation at the curb for driveways when the proposed construction is new or when this information is otherwise deemed necessary by the Zoning Administrator to determine the runoff flow of storm water.

(5) All proposed and existing structures and their relationship to each other and adjacent property lines, including setbacks.

(6) For non-residential interior remodeling, two (2) copies of plans sized 24 inches by 36 inches shall be drawn to a scale acceptable to the Zoning Administrator and shall be sealed by a professional engineer or architect. One digital copy of the plan set must also be submitted.

(7) Any other information deemed necessary by the Zoning Administrator to establish compliance with this and other ordinances.

(8) If no exterior dimensional changes will result from the proposed construction or alteration, the Zoning Administrator may permit the plan to consist of the minimum applicable information listed above to determine compliance with the Zoning Ordinance and applicable codes.

(D) **Zoning Compliance Review Procedure.** Upon receipt of any Zoning Compliance application and plan, the Zoning Administrator or designated official shall review to determine whether it is in proper form, contains all of the required information and shows compliance with the ordinance. The Zoning Administrator or designated review official shall, within fifteen (15) business days, grant approval in writing or deny approval in writing, setting forth in detail the reasons which shall be limited to any defect in form or required information, any violation of any provision of this Ordinance, and any changes which would make the plan acceptable. The Zoning Administrator or designated official may extend this **fifteen** ~~ten (10)~~ **15** business day period if

additional time is required to determine compliance and/or obtain additional information necessary to determine compliance. In determining compliance with this Ordinance, the Zoning Administrator or designated official shall take into consideration all applicable standards of this Ordinance, such as setbacks, height, parking, landscaping, etc. If non-compliance with any standard of this Ordinance is demonstrated, the Zoning Administrator or designated official shall deny approval of the plan. The applicant may appeal any denial to the Board of Zoning Appeals.

- (E) **Expiration.** Zoning permits (which includes zoning compliance, fence, and sign permits, etc.) will expire after two (2) years if construction has not commenced. Zoning Staff upon request prior to the expiration date, may grant an extension of not more than one (1) year from the expiration date, upon findings that the conditions of the permit have not changed. Not more than two (2) such extensions may be granted.

### Section 54.1402 Site Plan Review

- (A) **Intent.** It is the intent of this section to establish procedures and standards for the review and approval of site plan applications and to ensure proper relationships between the development features as they relate to the standards outlined in this section. This section is further intended to ensure that developments are compatible with adjacent uses of land and promote the use of land in a desirable manner that does not impair the surrounding uses by the erection of structures, additions, alterations, or site improvements that may negatively impact surrounding development, while providing for the orderly development of the City of Marquette.
- (B) **Uses Subject to Site Plan Review, Minor Site Plan Review, and Exemptions.** The required review process for uses and development is described in [Figure 64](#). All uses and development, regardless of whether site plan review is required, are subject to the Zoning Compliance review requirements of [Section 54.1401](#). The Zoning Administrator may approve or conditionally approve site plans that meet the standards herein, as described in [Figure 64](#) and [Section 54.1402\(D\)\(1\)](#), with the exception of those for Special Land Uses, Planned Unit Developments, and those for any commercial development (incl. multi-family dwellings) that is:
  - (1) proposed to have either a footprint area of 16,000 square feet or greater, or a gross floor area of 40,000 sq. ft. or greater.
  - (2) proposed to have more than 20 dwelling units or lodging rooms.
  - (3) recommended by the Zoning Administrator or City Attorney for review by the Planning Commission.

**Figure 64. Required Review Process Based on Development Activity**

Development Activity	Site Plan Review Required by P.C.	Minor/Admin Site Plan	Exempt From Site Plan Review
Special land uses	•		
Planned Unit Developments	•		

New building construction totaling more than either 16,000 sq. ft. in footprint area or 40,000 sq. ft. in gross floor area.	•		
New construction for multi-family residential units that contain or will contain more than twenty (20) dwelling units <b>total on one parcel</b> .	•		
Site Condominium development – New, amendment, or expansion	•		
Additions, alterations <b>(excluding any diminution of a building)</b> , non-residential and multi-family accessory structures, and renovations that are more than 16,000 sq. ft. in footprint area or 40,000 sq. ft. in gross floor area.	•		
Filling a parcel of land to an elevation above the established grade of adjacent developed land.		•	
New construction, additions, alterations, or site improvements for multi-family residential units that contain or will contain five (5) to twenty (20) dwelling units <b>or lodging rooms total on one parcel</b> , and for multi-family residential additions, alterations, or site improvements that are not otherwise exempt (as stated below), unless site plan review is required due to size criteria being met.		•	
<b>Development Activity</b>	<b>Site Plan Review Required by P. C.</b>	<b>Minor/Admin Site Plan</b>	<b>Exempt From Site Plan Review</b>
Conversion of an existing building or part thereof from a residential use to a non- residential use, including site improvements that result from a change in the use of the building or part thereof from residential use to nonresidential use.		•	
Additions, alterations <b>(excluding any diminution of a building)</b> , non-residential and multi-family accessory structures, Solar Energy Systems ≥20kw to 2 MW – Accessory Use, Solar Energy Systems ≥20kw to 2 MW – Principal Use, and renovations that are more than 10% of the size of the original commercial or multi-family residential building footprint or more than 500 square feet, unless otherwise exempt.		•	
Relocation of a building approved via Site Plan Review, with associated utilities.		•	
Any expansion or change in an existing land use if more parking in addition to that already provided is required.		•	
Any earthwork greater than 20,000 square feet in size for a non-residential use; or earthwork that is more than half the size of the parcel upon which commercial, industrial, mixed-use or multi-family land use is occurring or intended.		•	
Site improvements of more than 2,000 square feet that include landscaping, site access, and parking lot grading, layout, and new off-street parking, unless the activity is exempt		•	
<b>New</b> Commercial and non-residential buildings less than 16,000 square feet, unless the activity requires <b>Planning Commission</b> site plan review		•	
Condominium development – New, amendment, or expansion		•	
If only adding a new driveway to an existing off-street parking lot and not affecting the parking lot.			•
<del>Single family dwellings and their accessory facilities on individual parcels</del>			•
<del>Two-family dwellings and their accessory facilities on individual parcels</del>			•

Total of four (4) or fewer dwelling units on one parcel and their accessory facilities			●
Multi-family residential units that contain or will contain three (3) or four (4) dwelling units.			●
Additions, alterations, non-residential and multi-family accessory structures, Solar Energy Systems <20kw – Accessory Use, and renovations that are up to 10% of the size of the original industrial, commercial or multi-family residential building footprint or up to 500 square feet.			●
Relocation of a building approved via a site or plot plan, no corresponding utilities.			●
Interior remodeling or interior construction			●
Landscaping that is less than 25% of the parcel size or 2,000 square feet			●
Site improvements that are less than 2,000 square feet, and site lighting, unless the activity requires site plan review or minor site plan review			●
Alterations to exterior walls such as window openings, façade changes, etc., provided there is no change to the building footprint			●
Re-paving of an off-street parking lot, provided there are no grading changes and no changes to the configuration of the parking lot layout			●
Demolition or diminution of a multi-family residential or non-residential building			●

**(F) Validity of Approved Site Plans and Expiration.**

**(1) Approval, including Conditions, Attached to the Property.** Approval of a site plan, including conditions made as part of the approval, is attached to the property described as part of the application and not to the owner of such property.

**(2) Validity of Approved Site Plans.**

**(a) Expiration.** Site plan approval shall expire one (1) year from the date of approval by the Planning Commission, or by the Zoning Administrator for **administratively reviewed** minor site plans, except for phased projects that are required to follow a project timeline. ~~If the site plan is approved with conditions that require revisions to the site plan, the applicant must make the required revisions and submit the revised plans to the City prior to the expiration date.~~ **Additional provisions apply as follows:**

**(i) Planning Commission Review.** **If the site plan is approved with conditions that require revisions to the site plan, the applicant must make the required revisions and submit the revised plans to the City zoning office prior to the expiration date. Failure to submit revised plans shall result in expiration of the approval.**

**(ii) Administrative Review.** **For site plans reviewed administratively, the applicant shall submit revised plans to the City zoning office addressing staff comments within a reasonable period, not to exceed one (1) year from the date the City transmits its initial review comments. If revised plans are not submitted within this period, the site plan application shall be considered inactive and shall expire upon written notice from the City. Any resubmittal after expiration shall require a new application and payment of all applicable fees.**

**(iii) Automatic Closure for Non-Response After Notice.** **If an applicant fails to respond to**

the City zoning office for staff review comments for a period of six (6) months, the City may issue a written notice of pending expiration. Within thirty (30) days of the notice, the applicant shall either:

- a. Submit revised plans addressing the outstanding comments, or
- b. Submit a written response explaining why revised plans cannot yet be provided and the status of revisions.

If the applicant does not submit either revised plans or a written response to the City zoning office within thirty (30) days after the notice, the application shall expire, and written notice of expiration shall be provided. Any subsequent submittal shall require a new application and payment of all applicable fees.

- (b) **Halt in Construction.** The Planning Commission or Zoning Administrator, according to which entity approved the plan, may revoke the zoning approval if work on a project is halted for at least two (2) months, except during winter conditions, if the conditions warrant.
- (c) **Extension.** The Planning Commission may grant two (2) one-time extensions to the expiration deadline, not to exceed one (1) year each, provided the request for an extension must be submitted at least 26 days prior to the expiration of the site plan approval and must meet the following standards. The Zoning Administrator may similarly grant extensions of administratively approved site plans.
  - (i) The approved plan conforms to zoning at the time the extension is granted
  - (ii) Any and all Federal and State approvals and permits are current.
- (d) **Relevant LDC Amendment.** If the Land Development Code is amended within one year of site plan approval and approved work has not been completed, any less intensive standards provided by the amendment may be applied to the unfinished aspects of the site plan if a revised site plan is submitted before the one year site plan approval period expires.
- (e) **Resubmission of Expired Plans.** Site plans whose approval has expired shall require resubmission as an initial application.

**(G) Amendments to Approved Site Plans.**

- (1) No changes, erasures, modifications, or revisions shall be allowed for any approved site plan without prior approval by the Zoning Administrator or the Planning Commission, in accordance with [Figure 64](#) of this Ordinance.
- (2) ~~The ability to approve any changes to an approved site plan shall remain consistent with the ability of the Planning Commission or Zoning Administrator to approve or deny a specific development activity stated in [Figure 64](#).~~ The applicable review authority for amendments to an approved site plan shall be determined based on the proposed modifications only, such as an increase in building footprint, in accordance with [Figure 64](#)- Required Review Process Based on Development Activity, in [Section 54.1402](#).

- (3) For site plans subject to Planning Commission or administrative review, revisions shall not be eligible for review until all conditions of site plan approval have been satisfied and City staff has approved a Zoning Compliance Permit for the proposed development.

## Section 54.1403 Special Land Use Review

(A) **Standards of Special Land Use Review.** In permitting a special land use, the Planning Commission shall make a finding that the special land use will be in compliance with the general purpose of the ordinance and the intent of the district in which it is located and will not be injurious to the spirit of this Ordinance and intent of the district, and will not be injurious to the neighborhood, or otherwise detrimental to the public health and welfare. A request for approval of a land use or activity shall be approved **if it is determined** that the request is in compliance **will comply** with the following standards, as well as other applicable City ordinances, and state and federal statutes:

- (1) **Intent of Zoning District.** The intent of the Zoning District is met and the proposed **Special Land Use** is **consistent with the intent of the Zoning District and is** in harmony with appropriate and orderly development of the district.
- (2) **Use of Adjacent Lands.** The current use of adjacent lands and the neighborhood **are is** compatible with the proposed use.
- (3) **Physical Appearance of Structures.** The physical appearance of existing or proposed structures (location, height, bulk of building(s), as well as construction materials) meets the standards of this Ordinance.
- (4) **Landscaping.** The suitability of the proposed landscaping **is suitable in for** providing ground cover, screening, **stormwater absorption**, and decoration on the site. See [Article 10](#).
- (5) **Operations of Use.** The nature and intensity of operations involved in or conducted in connection with the proposed use **is are** appropriate for the site and not in conflict with surrounding properties and uses.
- (6) **Time of Use, and Physical and Economic Relationship.** The proposed or estimated time(s) of use and the physical and economic relationship of one type of use to another are not in conflict with each other or with surrounding properties and uses.
- (7) **Number of Persons or Employees.** The proposed or estimated **number and** assembly of **associated** persons or employees shall not be hazardous to the neighborhood **or incongruous or conflict with normal traffic or activity in the vicinity.**
- (8) **Vehicular and Pedestrian Circulation.** Proposed **Anticipated** or estimated vehicular and pedestrian traffic volumes and patterns, particularly of children, as well as vehicular turning movements, do not **negatively impact impair efficient** traffic flows, intersections **safety**, site distances, **access to properties**, and **general safety of all users of public right-of-way areas and/or private roads, driveways, and sidewalks.**
- (9) **Physical Characteristics of the Site.** The current and proposed physical characteristics of the site, such as **size/area**, drainage, topography, open space, landscaping, and access to **minor and/or major streets**, will meet the requirements of this Ordinance and all other City standards. The use and development **proposal** shall **be considered by it's potential impacts upon** the natural environment and **help conserve** natural resources **on and around the site. And that there is the potential for reasonable anticipated expansion of the use without nuisances to neighboring uses.**
- (10) **Public Services.** Proposed or estimated demands upon public services such as electricity, sewer, water, police, and fire protection, schools and refuse disposal shall not be overly burdensome, based on the readily available information.
- (11) **Environmental Nuisance Factors.** The type and amount of litter, waste, noise, dust, traffic, fumes, glare, and vibration which may be generated by such use shall be minimized and/or properly mitigated.
- (12) **Site Area and Potential Future Expansion Areas.** That the Planning Commission has determined that there is sufficient site area for the proposed use to prevent nuisances to neighboring uses, and that there is the potential for reasonable anticipated expansion of the use without nuisances to neighboring uses.

- (13 3) **Additional Neighborhood Factors.** Other factors shall be considered as necessary to maintain property values in the neighborhood and guarantee safety, light, air flow, and privacy to the principal uses in the district.
- (13 4) **Community Master Plan.** Conformance and harmony with the Community Master Plan

## Section 54.1405 Zoning Ordinance Amendment Procedures

### (A) Initiation of Amendments.

The City Commission, the Planning Commission, or the property owner (including a designated agent of the property owner) may at any time originate a petition to amend or change the zoning district boundaries pursuant to the authority and procedure established by Act 110 of Public Acts of 2006 as amended. Changes in the text of this Ordinance may be proposed by the City Commission, Planning Commission, or any interested person or organization.

- (1) **Zoning Map/Rezoning.** The City Commission, the Planning Commission, or the property owner (including a designated agent of the property owner) may at any time originate a petition to amend or change the zoning district boundaries and official zoning map, pursuant to the authority and procedure established by Act 110 of Public Acts of 2006 as amended.
- (2) **Land Development Code text.** Changes in the text of this Ordinance may be proposed by the City Commission, Planning Commission, or any interested person or organization.

- (B) **Application for Amendment.** Each petition by one (1) or more persons for an amendment shall be submitted to the Zoning Administrator. Documents to support the application may be filed with the Zoning Administrator. A fee, as established by the City Commission shall accompany each petition, except those originated by the Planning Commission or City Commission. Amendment Review Procedures.

### (C) Amendment Review Procedures.

- (1) **Public Hearing.** The staff liaison to the Planning Commission shall set a time and date for a public hearing, and the public hearing shall be noticed in accordance with Section 54.1406. The Planning Commission may refuse to schedule a hearing on a petition for rezoning which includes any portion of a site considered for rezoning in the previous six (6) months.
- (2) **Planning Commission Consideration of the Proposed Amendment.** The Planning Commission shall review the proposed amendment, together with any reports and recommendations from staff, consultants, other reviewing agencies, and any public comments. The Planning Commission shall identify and evaluate all factors relevant to the petition, including the appropriate criteria listed in this Section. Following the public hearing, the Planning Commission shall make a recommendation to the City Commission to either approve or deny the petition and report its findings to the City Commission.
- (3) **City Commission Consideration of the Proposed Amendment.** The City Commission, upon recommendation from the Planning Commission, shall either schedule a public hearing or deny the petition. This hearing shall be advertised in accordance with [Section 54.1406](#). If determined to be necessary, the City Commission may refer the amendment back to the Planning Commission for further consideration. In the case of an amendment to the Official

Zoning Map, the City Commission shall approve or deny the amendment, based upon its consideration of the criteria contained in this Ordinance.

**(D) Standards of Review for Amendments.** In considering any petition for an amendment to the text of this Ordinance or to the Official Zoning Map, the Planning Commission and City Commission shall consider the following criteria that apply to the application in making findings, recommendations, and a decision. The Planning Commission and City Commission may also take into account other factors or considerations that are applicable to the application but that are not listed below.

**(1) Community Master Plan.** Consistency with the recommendations, goals, policies, and objectives of the Master Plan and any sub-area plans. If conditions have changed since the Master Plan was adopted, consistency with recent development trends in the area shall be considered.

**(2) Intent and Purpose of the Zoning Ordinance Land Development Code.** Consistency with the basic intent and purpose of this Zoning Ordinance the Land Development Code.

**(3) Street System.** The capability of the street system to safely and efficiently accommodate the expected traffic generated by uses permitted in the requested zoning district.

**(4) Utilities and Services.** The capacity of the City's utilities and services sufficient to accommodate the uses permitted in the requested district without compromising the health, safety, and welfare of the City.

**(5) Changed Conditions.** ~~Since the Zoning Ordinance Was Adopted or Errors to the Zoning Ordinance. That conditions have changes since the Zoning Ordinance was adopted or there was an error in the Zoning Ordinance that justifies the amendment.~~ Conditions have changed since the Land Development Code (LDC) was adopted, or an error in the LDC justifies the amendment.

**(6) No Exclusionary Zoning.** ~~That~~ The amendment will not be expected to result in exclusionary zoning, which could create or foster social, economic, or racial segregation.

**(7) Environmental Features.** If a rezoning is requested, the compatibility of the site's physical, geological, hydrological and other environmental features with the uses permitted in the proposed zoning district.

**(8) Potential Land Uses and Impacts.** If a rezoning is requested, the compatibility of all the potential uses allowed in the proposed zoning district with surrounding uses and zoning, in terms of land suitability, ~~impacts on the environmental~~ al impacts, density, nature of use, traffic impacts, aesthetics, infrastructure, and potential influence on property values.

**(9) Relationship to Surrounding Zoning Districts and Compliance with the Proposed District.** If a rezoning is requested, the boundaries of the requested rezoning district will be reasonable in relationship to surrounding zoning districts, and new construction on the site will ~~be able to~~ meet the dimensional regulations ~~for~~ of the requested zoning district.

**(10) Alternative Zoning Districts.** If a rezoning is requested, the requested zoning district is considered

to be more appropriate from the City's perspective than another zoning district, including a Planned Unit Development district.

**(11) Rezoning Preferable to Text Amendment, Where Appropriate.** If a rezoning is requested to allow for a specific use, rezoning the land is considered to be more appropriate than amending the list of permitted or special land uses in the current zoning district to allow the use.

**(12) Isolated or Incompatible Zone Prohibited.** If a rezoning is requested, the ~~requested rezoning~~ new zoning district will not create be an isolated or incompatible zone in the neighborhood vicinity.

**(E) Notice of Adoption of Amendment.** Following adoption of an amendment by the City Commission, one (1) notice of adoption shall be filed with the City Clerk and one (1) notice shall be published in a newspaper of general circulation in the City within fifteen (15) days after adoption, in accordance with the Michigan Zoning Enabling Act, Public Act 110 of 2006, as amended. Amendments shall take effect eight (8) days after publication. A record of all amendments shall be maintained by the City Clerk. A Zoning Map shall be maintained by the City Clerk or his/her designee, which shall identify all map amendments. The required notice of adoption shall include all of the following information:

**(1)** In the case of a newly adopted Zoning Ordinance, the following statement: "A zoning ordinance regulating the development and use of land has been adopted by the City of Marquette."

**(2)** In the case of an amendment(s) to the existing Zoning Ordinance, either a summary of the regulatory effect of the amendment(s), including the geographic area affected, or the text of the amendment(s).

**(3)** The effective date of the ordinance or amendment.

**(F) Protest Petition of Amendment.** An amendment under this Chapter is subject to a protest petition in accordance with Section 403 of the Michigan Zoning Enabling Act, PA 110 of 2006 (as amended), summarized as follows:

**(1) Petition Submittal Requirements.** The protest petition shall be presented to the City Commission before final legislative action on the amendment, and shall be signed by one (1) or more of the following:

**(a)** The owners of at least 20% of the area of land included in the proposed change. Publicly owned land shall be excluded in calculating the 20% land area.

**(b)** The owners of at least 20% of the area of land included within an area extending outward 100 feet from any point on the boundary of the land included in the proposed change. Publicly owned land shall be excluded in calculating the 20% land area.

**(2) Vote.** If a protest petition is filed, approval of the amendment to this

Ordinance shall require a 2/3 vote of the City Commission.

- (G) **Referendum.** Within thirty (30) days following the passage of the Zoning Ordinance, a petition signed by a number of registered electors may be filed with the City Clerk requesting submission of this Ordinance or part of this Ordinance to the electors for their approval, in accordance with Section 402 of the Michigan Zoning Enabling Act, PA 110 of 2006, as amended. Whenever there is a conflict between this section of the Zoning Ordinance or P.A. 110 of 2006, as amended, the provisions of P.A. 110 of 2006, as amended, shall govern.

**(H) Rezoning (Zoning Map Amendment) with Conditions/Conditional Rezoning.**

Pursuant to MCL 125.3405, the City Commission, following a public hearing and recommendation by the Planning Commission, may approve a petition for a *Rezoning with Conditions* (also called *Conditional Rezoning*) requested by a property owner. Only conditions voluntarily offered in writing by the property owner may be considered by the City in accordance with MCL 125.3405; the City shall not request, require, or impose relevant conditions. The standards of this section shall grant a property owner the option of proposing conditions for the development and use of property in conjunction with an application for rezoning.

~~Such conditions may be proposed at the time the application for rezoning is filed, or at a subsequent point in the process of requesting approval for the proposed rezoning with conditions, not more than 90 days after a public hearing in which City Commission approval of a Conditional Rezoning request is granted, in the form of a Conditional Rezoning Agreement.~~

Conditional Rezoning allows the applicant to propose specific *Principal Permitted Uses* and *Special Land Uses* for a zoning district other than the currently approved district, to be allowed at the subject property. If approved through this process, only those proposed land uses from another zoning district would be carried over to the new conditional zoning district. The proposed uses of the proposed zoning district are the basis for the conditions of the rezoning.

- (1) **Conditional Rezoning Agreement.** The conditions attached to the rezoning shall be set forth by submitting a Conditional Rezoning Agreement (CRA) listing the proposed conditions at the time of application submission. ~~A Rezoning with Conditions is not considered to be fully approved until a Conditional Rezoning Agreement (CRA) is approved. Failure to present the CRA for approval within the 90-day period identified above will terminate the request process and require the applicant to begin the process again and submit a new rezoning application.~~ A conditional rezoning agreement shall contain the following information:

- (a) A statement acknowledging that the *Rezoning with Conditions* was proposed by the applicant to induce the City to grant the rezoning, and that the City relied upon such proposal and would not have granted the rezoning but for the terms spelled out in of the conditional rezoning agreement CRA; and, further agreement and acknowledgment that the conditions and conditional rezoning agreement are authorized by all

applicable state and federal law and constitution, and that the Agreement is valid and was entered on a voluntary basis, and represents a permissible exercise of authority by the City.

- (b) ~~Agreement and understanding:~~ **Acknowledgment** that the property in question shall not be developed or used ~~in a manner inconsistent with the conditional rezoning agreement~~ **except as proposed in the CRA.**
- (c) ~~Agreement and understanding~~ **Acknowledgment** that the approval and Conditional Rezoning Agreement shall be binding upon and inure to the benefit of the property owner and City, and their respective heirs, successors, assigns, and transferees.
- (d) The date upon which the *Rezoning with Conditions* becomes void, as specified in [Section 54.1405\(H\)\(3\)](#), below. If an extension of approval is granted by the City Commission, a new ~~conditional rezoning agreement~~ **CRA** with the new expiration date shall be recorded.
- (e) ~~Agreement and understanding~~ **Acknowledgment** that, if a *Rezoning with Conditions* becomes void in the manner provided in [Section 54.1405\(H\)\(3\)](#), below, no development shall be undertaken or permits for development issued until a new zoning district classification of the property has been established.
- (f) ~~Agreement and understanding~~ **Acknowledgment** that each of the requirements and conditions in the ~~conditional rezoning agreement~~ **CRA** represents a necessary and reasonable measure which, when considered with all other conditions and requirements, is roughly proportional to the increased impact created by the use represented in the approved *Rezoning with Conditions*, taking into consideration the changed zoning district classification and the specific use authorization granted.
- (g) A legal description of the property affected by the *Rezoning with Conditions*.
- (h) Development regulations affected by the conditions of rezoning, including but not limited to density, setbacks, height, site coverage, signs, parking, architecture, lighting, landscaping, etc. **This shall be stated or shown as a reference to the standards for the specific zoning district that will become effective with approval of the proposed Conditional Rezoning.**
- (i) **Acknowledgment that** revocation of approval provisions, returning the property to its original zoning designation, **will occur** if the developer violates the terms of the agreement.
- (j) ~~A conditional rezoning agreement may contain a conditional rezoning plan as an attachment, with such detail and inclusions proposed by the applicant and approved by the City Commission in accordance with this Section, following recommendation by the Planning Commission. Inclusion of a conditional rezoning-~~

~~plan as an attachment to a conditional rezoning agreement shall not replace the requirement for Preliminary and Final Site Plan, Subdivision, Condominium, or Special Land Use review and approval, as the case may be.~~

**Conditional Rezoning Plan inclusion.**

**(i)** A CRA may contain a conditional rezoning plan as an attachment, with relevant illustrations and details to convey a proposed development of the property in accordance with the conditional rezoning request.

**(ii)** Inclusion of a conditional rezoning plan as an attachment to a conditional rezoning agreement shall not replace the requirement for Preliminary and Final Site Plan, Subdivision, Condominium, or Special Land Use review and approval, as the case may be.

**(iii)** Any conditional rezoning plan submitted with an application shall be considered conceptual and informational only, and shall not be interpreted as a binding condition of rezoning unless the applicant explicitly offers the plan, or specific elements of the plan, as a voluntary written condition within the Conditional Rezoning Agreement. Only those plans or plan elements expressly incorporated by reference into the Agreement and approved by the City Commission shall be considered binding conditions.

**(2) Amendment to Conditional Rezoning Agreement.** A proposed amendment to a conditional rezoning agreement shall be reviewed and approved in the same manner as a new rezoning with conditions.

**(3) Period of Approval.** Unless extended by the City Commission for good cause, the rezoning with conditions shall expire following a period of two (2) years from the date on which the City Commission approves the Conditional Rezoning Agreement for the request, unless bona fide development of the property pursuant to approved building and other permits required by the City commences within the two (2) year period and proceeds diligently and in good faith as required by ordinance to completion.

**(a) Expiration or Extension.** In the event bona fide development has not commenced within two (2) years from the effective date of the rezoning, the rezoning with conditions and the conditional rezoning agreement shall be void and of no effect. The landowner may apply for a one (1) year extension one (1) time. The request must be submitted to the Zoning Administrator before the two (2) year time limit expires. The landowner must provide to the City Commission good cause as to why the extension should be granted. If an extension of approval is granted by the City Commission, a new conditional rezoning agreement with the new expiration date shall be recorded.

**(b) Effect of Expiration.** If the rezoning with conditions becomes void in the manner provided in this section, either or both of the following actions may be taken:

- (i) The property owner may seek a new rezoning of the property; and/or
- (ii) Pursuant to MCL 125.3405, the land shall revert to its former zoning classification following the process for approval of a rezoning with conditions.

**(4) Zoning Map.** If approved, the zoning district classification of the rezoned property shall consist of the district to which the property has been rezoned accompanied by a reference to “CR Conditional Rezoning.” The Zoning Map shall specify the new zoning district plus a reference to CR. By way of example, the zoning classification of the property may be “CBD Central Business District with CR Conditional Rezoning,” with a Zoning Map designation of “CBD CR.”

**(5) Review and Approval Process.** An application for a rezoning with conditions shall be reviewed following the same process and procedures applicable to a rezoning set forth in [Section 54.1405\(C\)](#), with the exception that the conditional rezoning agreement shall be executed between the applicant and the City Commission at the time of City Commission approval of a rezoning with conditions. During the review of a rezoning with conditions, any site plan, concept plan, sketch, or illustrative layout submitted by the applicant shall be treated as conceptual and informational unless the applicant expressly identifies the plan, or specific elements of the plan, as voluntary conditions offered for inclusion in the Conditional Rezoning Agreement.

**(6) Recordation of a Conditional Rezoning Agreement.** A rezoning with conditions shall become effective following publication in the manner provided by law, and after the conditional rezoning agreement is recorded with the County Register of Deeds.

# City of Marquette, MI

300 West Baraga Ave  
Marquette, Michigan 49855

Monday, June 8, 2026

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## Consent Agenda

### Winter Maintenance

#### **BACKGROUND:**

Occasionally, the City must utilize emergency purchasing provisions during critical maintenance activities when there is a shortage of staff or the City Motor Pool does not have the proper equipment, enough of a certain piece of equipment, or has equipment down for repair. With the consent of the City Manager, equipment is rented or services are contracted out so that critical maintenance activities may be completed under the emergency purchasing guidelines. In situations where the activities exceed the purchasing threshold of \$25,000 or require a budget adjustment, the information is presented to the City Commission for approval.

Oberstar, Inc. of Marquette, Michigan was contracted to provide snow hauling services, in order to supplement city efforts to clear banks this past winter, in the amount of \$30,555.

#### **FISCAL EFFECT:**

The major street fund will require a budget adjustment in the amount of \$30,555.

#### **RECOMMENDATION:**

Approve the hauling services provided by Oberstar, Inc. of Marquette, Michigan in the amount of \$30,555.

#### **ALTERNATIVES:**

The services have been provided under the emergency purchasing provisions and must be paid for.

#### **ATTACHMENTS:**

1. Oberstar Invoices



1900 Industrial Parkway  
Marquette, MI 49855

# Invoice

Date	Invoice #
4/8/2026	101391

<b>Bill To</b>
City of Marquette 300 W. Baraga Ave. Marquette, MI 49855

P.O. No.	Due Date	Project
	5/8/2026	SNOW HAUL

Date	Description	Quantity	Unit	Rate	Amount
3/2/2026	2024 Western Star Truck #71 -	9	HR	140.00	1,260.00
3/2/2026	2024 Western Star Truck #72 -	9.25	HR	140.00	1,295.00
3/3/2026	2024 Western Star Truck #71 -	9	HR	140.00	1,260.00
3/3/2026	2024 Western Star Truck #72 -	9.25	HR	140.00	1,295.00
3/4/2026	2024 Western Star Truck #71 -	7.5	HR	140.00	1,050.00
3/4/2026	2024 Western Star Truck #72 -	7.25	HR	140.00	1,015.00
3/5/2026	2024 Western Star Truck #71 -	9	HR	140.00	1,260.00
3/5/2026	2024 Western Star Truck #72 -	9	HR	140.00	1,260.00
3/6/2026	2024 Western Star Truck #71 -	6	HR	140.00	840.00
3/6/2026	2024 Western Star Truck #72 -	6	HR	140.00	840.00

<b>Total</b>					<b>\$11,375.00</b>
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Finance charges on amounts not paid when due are computed at a rate of up to 1.5% per month (18% annual percentage rate).

<b>Payments/Credits</b>	<b>\$0.00</b>
<b>Balance Due</b>	<b>\$11,375.00</b>

Phone #	Fax #
906-226-6799	906-228-5858



1900 Industrial Parkway  
Marquette, MI 49855

# Invoice

Date	Invoice #
2/9/2026	101150

<b>Bill To</b>
City of Marquette 300 W. Baraga Ave. Marquette, MI 49855

P.O. No.	Due Date	Project
	3/11/2026	SNOW HAUL

Date	Description	Quantity	Unit	Rate	Amount
1/5/2026	2021 Kenworth Truck #70 -	10	HR	140.00	1,400.00
1/5/2026	2024 Western Star Truck #72 -	10	HR	140.00	1,400.00
1/6/2026	2021 Kenworth Truck #70 -	10.5	HR	140.00	1,470.00
1/6/2026	2024 Western Star Truck #72 -	10.5	HR	140.00	1,470.00
1/7/2026	2021 Kenworth Truck #70 -	10.5	HR	140.00	1,470.00
1/7/2026	2024 Western Star Truck #72 -	10.5	HR	140.00	1,470.00
1/11/2026	2024 Western Star Truck #72 -	11.75	HR	140.00	1,645.00
1/12/2026	2021 Kenworth Truck #70 -	10.5	HR	140.00	1,470.00
1/12/2026	2024 Western Star Truck #72 -	11.5	HR	140.00	1,610.00
1/13/2026	2021 Kenworth Truck #70 -	9	HR	140.00	1,260.00
1/13/2026	2024 Western Star Truck #72 -	9	HR	140.00	1,260.00
1/15/2026	2021 Kenworth Truck #70 -	11.75	HR	140.00	1,645.00
1/15/2026	2024 Western Star Truck #72 -	11.5	HR	140.00	1,610.00

<b>Total</b>	<b>\$19,180.00</b>
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Finance charges on amounts not paid when due are computed at a rate of up to 1.5% per month (18% annual percentage rate).

<b>Payments/Credits</b>	<b>\$0.00</b>
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<b>Balance Due</b>	<b>\$19,180.00</b>
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Phone #	Fax #
906-226-6799	906-228-5858

# City of Marquette, MI

300 West Baraga Ave  
Marquette, Michigan 49855

Monday, June 8, 2026

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## New Business

### **Schedule Public Hearing: Multi-Use Path Ordinance**

#### **BACKGROUND:**

The City Commission has recently discussed the use of e-bikes and other electric mobility devices on City paths and sidewalks. Those discussions have included review of current Michigan law, enforcement challenges, accessibility considerations, and the practical realities of how residents and visitors are already using electric bicycles within the City.

Under Michigan law, Class 1 electric bicycles are generally permitted on improved-surface linear trails, unless restricted by local authority. Class 2 and Class 3 electric bicycles, however, may be used on those trails only if authorized by local authority. State law also provides that, before a local authority may authorize, prohibit, or regulate electric bicycle use in this context, the local authority must first hold a public hearing on the matter.

Based on prior City Commission discussion and direction, staff has prepared a draft ordinance intended to address the Commission's stated concerns and requests. The proposed ordinance would update local regulations to clarify where electric bicycles and other low-powered electric devices may be used, establish local operating expectations, and provide a clearer basis for education and enforcement. The draft is intended to focus on safe and predictable use of the City's multi-use path system, while recognizing that electric mobility devices are increasingly common transportation and recreation devices.

As noted, a public hearing is required prior to adopting the proposed ordinance. Due to the seasonal nature of this topic, staff is requesting that the City Commission hold a public hearing during a special meeting that would be held on Tuesday, June 16. Following the public hearing, the Commission could consider adoption of the ordinance.

#### **FISCAL EFFECT:**

None by this action.

#### **RECOMMENDATION:**

Schedule a public hearing to be held during a special meeting at 5 p.m. on Tuesday, June 16, to consider adoption of the proposed ordinance.

#### **ALTERNATIVES:**

As determined by the Commission.

ATTACHMENTS:

1. Ord 26-05 Draft
2. Ord 26-05 Redline

**ORDINANCE #26-05**  
**AN ORDINANCE TO AMEND MARQUETTE CITY CODE**  
**CHAPTER 46 – TRAFFIC AND VEHICLES**

**INTENT:**

To clarify which types of vehicles may be used on the multi-use path and City sidewalks and to provide a law enforcement framework under which reckless riding, including excessive speed, can be prohibited.

**The City of Marquette Ordains:**

**SECTION 1. That the title of Chapter 46, Article IV is hereby amended to read:  
*Article IV. – Designated Paths and Related Traffic***

**SECTION 2. That a new Section 46-92 is hereby created and added to read as follows:**

**Sec. 46-92. – Definitions.**

For the purposes of this article, the term mobility device shall refer to a vehicle in one of the following categories:

- (a) Human-powered mobility device: A wheeled device designed to transport one or more persons and propelled solely by human power.
- (b) Electric mobility device:
  - (1) An electric bicycle, as defined by MCL 257.13e.
  - (2) An electric skateboard, as defined by MCL 257.13f.
  - (3) An electric personal assistive mobility device, as defined by MCL 257.13c.
  - (4) Any other wheeled device powered solely by human power and an electric motor not greater than 750 watts.

**SECTION 3. That Section 46-93 is hereby amended in its entirety to read as follows:**

**Sec. 46-93. – Multi-use paths.**

- (a) The city may designate, at the discretion of the chief of police and the director of the community services department, and by the erection of appropriate signs, certain areas as multi-use paths.
- (b) Persons traveling on a designated multi-use path may utilize mobility devices, as defined in Section 46-92.
- (c) All motorized vehicles not meeting the definition of a mobility device are prohibited from traveling on such designated multi-use paths.

**SECTION 4. That a new Section 46-93.5 is hereby created and added to read as follows:**

**Sec. 46-93.5. – Reckless activity prohibited.**

- (a) No person shall travel on the multi-use path at a speed greater than what is reasonable and prudent under the conditions and having regard for actual and potential hazards. In every event, speed shall be controlled as may be necessary to avoid colliding with others who are complying with the law and using reasonable care.
- (b) No person shall fail to exercise full control over the mobility device they are using on any street, parking lot, sidewalk, or designated multi-use path.
- (c) Every person using the multi-use path shall stay as near to the right side of the path as is safe. When traveling on a designated multi-use path, no individual or group of users, including their animals and mobility devices, shall occupy more than one-half of the path as measured from the right side, and shall in no way impede the normal and reasonable movement of other users.
- (d) When traveling on a designated multi-use path, any person overtaking another person proceeding in the same direction shall pass to the left of such overtaken user at a safe distance and shall stay to the left until safely clear of the overtaken user.
- (e) Any person entering or crossing a designated multi-use path at an uncontrolled point shall yield to traffic on the path.
- (f) Every person shall obey the instructions of any official traffic control device applicable thereto unless otherwise directed by a designated city official.
- (g) No device shall be used to carry more persons at one time than the number for which it is designed and equipped.

**SECTION 5. That Section 46-94 be amended to read as follows:**

**Sec. 46-94. – Mobility device use on sidewalks.**

No person shall ride a mobility device on a sidewalk in the following locations: Washington Street between Lakeshore Boulevard and Seventh Street; Third Street between Fair Avenue and Baraga Avenue; and Front Street between Ridge Street and Baraga Avenue.

**SECTION 6. That a new Section 46-94.5 is hereby created and added to read as follows:**

**Sec. 46-94.5. – Temporary restrictions on mobility devices.**

The Chief of Police or City Manager may temporarily designate locations and times at and during which mobility devices may not be operated. These restrictions shall be posted on signs within the designated area.

**SECTION 7. That Section 46-97 and 46-98 are hereby repealed in their entirety.**

**SECTION 8. Effective Date.**

This ordinance shall become effective immediately upon adoption.

\_\_\_\_\_  
Paul Schloegel, Mayor

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

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

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

**ARTICLE IV. ~~BICYCLES AND OTHER NONMOTORIZED TRAFFIC DESIGNATED PATHS~~**  
**AND RELATED TRAFFIC**

**Sec. 46-92. Definitions.**

For the purposes of this article, the term mobility device shall refer to a vehicle in one of the following categories:

- (a) Human-powered mobility device: A wheeled device designed to transport one or more persons and propelled solely by human power.
- (b) Electric mobility device:
  - (1) An electric bicycle, as defined by MCL 257.13e.
  - (2) An electric skateboard, as defined by MCL 257.13f.
  - (3) An electric personal assistive mobility device, as defined by MCL 257.13c.
  - (4) Any other wheeled device powered solely by human power and an electric motor not greater than 750 watts.

**Sec. 46-93. ~~Designation of bicycle paths~~Multi-use paths.**

- (a) The city may designate, at the discretion of the chief of police and the director of the community services department, and by the erection of appropriate signs, certain areas as bicycle-multi-use paths. ~~All motorized vehicles, including, but not limited to, motorcycles, motor scooters, go-carts, automobiles and all other vehicles powered by other than muscular power, are prohibited from traveling on such designated non-motorized paths.~~
- (b) Persons traveling on a designated multi-use path may utilize mobility devices, as defined in Section 46-92.
- (c) All motorized vehicles not meeting the definition of a mobility device are prohibited from traveling on such designated multi-use paths.
- ~~(b) Class 1 electric bicycles, defined as "equipped with an electric motor that provides assistance only when the rider is pedaling and that disengages or ceases to function when the electric bicycle reaches a speed of 20 miles per hour", as specified by MCL 257.13e(b)(i), are not considered motorized vehicles for the purpose of this article.~~
- ~~(c) All bicycles operated on designated bicycle paths shall comply with all regulations governing the operation of bicycles in the city as set forth in sections 46-21 and 46-94.~~

**Sec. 46-93.5 Reckless activity prohibited.**

- (a) No person shall travel on the multi-use path at a speed greater than what is reasonable and prudent under the conditions and having regard for actual and potential hazards. In every event, speed shall be controlled as may be necessary to avoid colliding with others who are complying with the law and using reasonable care.
- (b) No person shall fail to exercise full control over the mobility device they are using on any street, parking lot, sidewalk, or designated multi-use path.
- (c) Every person using the multi-use path shall stay as near to the right side of the path as is safe. When traveling on a designated multi-use path, no individual or group of users, including their animals and mobility devices, shall occupy more than one-half of the path as measured from the right side, and shall in no way impede the normal and reasonable movement of other users.

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- (d) When traveling on a designated multi-use path, any person overtaking another person proceeding in the same direction shall pass to the left of such overtaken user at a safe distance and shall stay to the left until safely clear of the overtaken user.
  - (e) Any person entering or crossing a designated multi-use path at an uncontrolled point shall yield to traffic on the path.
  - (f) Every person operating a mobility device shall obey the instructions of any official traffic control device applicable thereto unless otherwise directed by a designated city official.
  - (g) No device shall be used to carry more persons at one time than the number for which it is designed and equipped..

**Sec. 46-94. Mobility device use on sidewalks~~Designating times when bicycles, skateboards, roller skates, coasters, and similar devices can be used on sidewalks in certain business districts.~~**

No person shall ride a mobility device ~~bicycle, skateboard, roller skates, coaster, or similar device~~ on a sidewalk in the following locations: in the city in the following business districts, except between the hours of 6:00 p.m. to 10:00 p.m. Monday through Saturday, and 10:00 a.m. to 10:00 p.m. on Sundays: Washington Street between Lake Shore Boulevard and Seventh Street; Third Street between Fair Avenue and Baraga Avenue; and Front Street between Ridge Street and Baraga Avenue.

**Sec. 46-94.5 Temporary restrictions on mobility devices.**

The Chief of Police or City Manager may temporarily designate locations and times at and during which mobility devices may not be operated. These restrictions shall be posted on signs within the designated area.

**Sec. 46-95. Designation of paths for foot traffic.**

The city may designate, at the discretion of the chief of police and the director of the community services department, certain areas as inappropriate for wheeled vehicular traffic. Such paths will be clearly marked by signs, and a current list of such paths shall be available for public inspection in the offices of the community services department. All vehicles, including, but not limited to, bicycles, scooters, unicycles, carts, motorcycles, motor scooters, go-carts and automobiles, are prohibited from traveling on such designated foot paths.

**Sec. 46-96. Motorcycles; moped; operator—Protective helmet required.**

A person operating or riding on a motorcycle, and any person operating a moped on a public thoroughfare shall wear on his or her head a protective helmet of a type approved by the department of state police.

**Sec. 46-97. Skateboarding and in-line skating.**

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

~~*Business district* means Third Street from Fair Avenue, south to Baraga Avenue; Front Street from Ridge Street south to Rock Street; Washington Street from Lake Shore Boulevard west to Seventh Street; all of Main Street; Spring Street from Lake Shore Boulevard west to Fourth Street; and Baraga Avenue from Lakeshore Boulevard west to Fourth Street.~~

~~*Designated park areas* means all of Harlow Park, and the immediate vicinity of the Fireman's Bell Tower in Ellwood A. Mattson Lower Harbor Park.~~

~~*In-line skates* means skates propelled solely by human power by means of wheels which are attached in a straight line to the bottom of the boots of the skates.~~

~~*Parking structure* means any public structure designed for the parking of motor vehicles.~~

~~*Pedestrian* means a person on foot, or on skates, or on a skateboard excluding a person on foot walking a bicycle or moped.~~

~~*Roadway elevation* means the line, grade, slope and specifications established by the city engineer for the construction or repair of any roadway.~~

~~*Sidewalk* means that portion of a roadway designed or ordinarily used for pedestrian travel.~~

~~*Sidewalk elevation* means the line, grade, slope and specifications established by the city engineer for the construction or repair of any sidewalk.~~

~~*Skateboard* means a single platform mounted on wheels, which is propelled solely by human power and which has no mechanism or other device with which to steer or to control the movement or direction of the platform.~~

- ~~(b) Skateboarding and in-line skating shall be prohibited upon any sidewalk, wall, handrail, or bench in the business district and designated park areas. Skateboarding and in-line skating shall be permitted on sidewalks in the business district between the hours of 6:00 p.m. and 10:00 p.m. Skateboarding and in-line skating shall be permitted on all other sidewalks and bike paths within the city.~~
- ~~(c) Notwithstanding their status as pedestrians, skateboard operators and in-line skaters on sidewalks shall yield the right-of-way to all vehicular and to all other pedestrian (non-skateboarder or in-line skater) traffic upon the sidewalk.~~
- ~~(d) No more than one person shall operate or ride on a skateboard at one time.~~
- ~~(e) A person who violates this section is subject to the penalties prescribed for civil infractions in this Code. In addition to any penalty prescribed in this Code, a police officer or other law enforcement agent may confiscate the skateboard and obtain the person's name, address, telephone number and age. A skateboard confiscated under this subsection shall be returned to persons 17 years of age or older not earlier than 24 hours after the violation upon their appearance at the city police department and the execution of a declaration of ownership. Skateboards confiscated from those persons under the age of 17 years shall be returned not earlier than 24 hours after the violation, to the person's parent or guardian upon their appearance at the city police department and the execution of a declaration of ownership. If a skateboard is confiscated under this subsection from a person other than the owner of the skateboard, the skateboard shall be returned, not earlier than 24 hours after the violation, to the owner or the parent or guardian of the owner, if the owner is under 17 years of age, upon the appearance of the owner or the parent or guardian of the owner at the city police department and the execution of a declaration of ownership.~~
- ~~(f) No person shall operate a skateboard or in-line skates on the sidewalks or in public parks or other public places where such operation is prohibited by sign. Pursuant to section 14-24, the city manager and city commission may designate additional areas where such operations are prohibited.~~
- ~~(g) Any person skateboarding or in-line skating on any sidewalk, street or other place open to the general public, including any area designated for the parking of vehicles, in a careless or negligent manner likely to endanger any person or property shall be in violation of this section.~~
- ~~(h) Skateboarding and in-line skating shall be prohibited on any surface that deviates from the adjacent sidewalk elevation or roadway elevation, including, but not limited to, ramps, steps, retention walls, handrails, planters, curb or gutter edges, barriers and barricades, benches and picnic tables, monument or sculpture surfaces located on all property owned or operated by the city, except within designated skate parks.~~

~~(i) Skateboarding and in-line skating shall be prohibited in all parking structures, and inside all buildings owned or operated by city, county, state, or federal governments, except at times specifically posted or events organized for such purposes.~~

~~(j) Skateboarding or in-line skating on private property without the permission of the owner is prohibited.~~

**~~Sec. 46-98. Penalty.~~**

~~Any person who violates any portion of this article is responsible for a municipal civil infraction.~~

# City of Marquette, MI

300 West Baraga Ave  
Marquette, Michigan 49855

Monday, June 8, 2026

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## New Business

### **Michigan Veteran Homes D.J. Jacobetti Site Use Resolution- Roll Call Vote**

#### **BACKGROUND:**

The City Commission held a work session on May 11, 2026, to discuss the future of the Michigan Veteran Homes D.J. Jacobetti site located in Marquette. The facility is anticipated to close in late 2027 due to the construction of a new facility in Marquette Township.

Representatives of the State of Michigan have contacted the City Manager's Office regarding the City's interest in the site as the local unit of government. The City Manager is seeking formal direction from the City Commission in order to proceed with discussions and advocacy regarding the future use of the property.

#### **FISCAL EFFECT:**

None.

#### **RECOMMENDATION:**

Approve the Resolution directing the City Manager to pursue residential use of the Michigan Veteran Homes D.J. Jacobetti site in Marquette.

#### **ALTERNATIVES:**

As determined by the Commission.

#### **ATTACHMENTS:**

1. Resolution



## *Resolution*

### *Future Michigan Veteran Homes D.J. Jacobetti Site Use*

**WHEREAS**, the City of Marquette Master Plan identifies the following as a Guiding Principle, "Encourage quality housing at multiple price points and in locations with access to nonmotorized and public transportation."; and,

**WHEREAS**, housing continues to be a critical need in the City of Marquette and the development of additional housing is a significant priority; and,

**WHEREAS**, the Michigan Veteran Homes D.J. Jacobetti site in the heart of the City of Marquette will be vacated in the near future due to the development of a new facility in Marquette Township; and,

**WHEREAS**, the State of Michigan owns this site and has not publicly identified any ongoing use or anticipated reuse of this property and has indicated local guidance is welcomed for determining next steps for the future of the property; and,

**WHEREAS**, this site is located in the interior of the City, surrounded on three sides by residential housing, and is large enough to accommodate significant future residential development if the opportunity is made available; and,

**WHEREAS**, the City Commission of the City of Marquette held a Work Session in May 2026 to discuss the future of the site and potential City involvement;

**NOW, THEREFORE, BE IT RESOLVED** that the City Commission of the City of Marquette hereby directs the City Manager to advocate to the State of Michigan for transfer of the Michigan Veteran Homes D.J. Jacobetti Site in Marquette to an entity that will facilitate the development of residential uses, including housing at multiple price points.

**Adopted this 8<sup>th</sup> day of June, 2026.**

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Paul Schloegel, Mayor