

City of Marquette, MI



Meeting Agenda City Commission

**Monday, March 27, 2023
6:00 PM
Commission Chambers**

300 West Baraga Ave
Marquette, Michigan 49855

Call to Order, Pledge of Allegiance and Roll Call

Approval of the Agenda

Announcements

Boards and Committees

1. Reappointment(s)

Tara Gluski, Presque Isle Park Advisory Committee for a term ending 04-01-26

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

Presentation(s)

2. Recognition of Northern Michigan University Japan Scholarship Student Masao Hayashi, by Paulette Lindberg and Mayor Mayer

3. Presque Isle Park Advisory Committee, by Chair Tara Gluski

4. Consent Agenda - Roll Call Vote

4.a. Approve the minutes of the March 13, 2023 regular Commission meeting

4.b. Approve the total bills payable in the amount of \$1,016,290.36

4.c. Farmers Market Designation - Roll Call Vote

4.d. Marquette Beautification and Restoration Committee, Inc. Petunia Pandemonium Project

4.e. National Opioids Settlement

4.f. Schedule Public Hearing - Land Development Code Amendments

4.g. Superior Hockey, LLC - Office and Storage Space Lease Agreement

Unfinished Business

5. Ordinance 721 - Black Rock Crossing Tax Exemption- Roll Call Vote

New Business

6. Downtown Marquette Social District - 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

Kyle Whitney, City Clerk

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City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 3/27/2023

Consent Agenda - Roll Call Vote

Approve the minutes of the March 13, 2023 regular Commission meeting

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ 3/13/23 Minutes



City of Marquette, MI

300 West Baraga Ave
Marquette, Michigan 49855

Meeting Minutes City Commission

Monday, March 13, 2023
6:00 PM
Commission Chambers

Call to Order, Pledge of Allegiance and Roll Call

Present: Davis, Hanley, Larson, Mayer, Ottaway, Smith, Stonehouse

Approval of the Agenda

Mayor Pro Tem Sally Davis moved to Approve the agenda as presented, seconded by Commissioner Michael Larson and Carried Unanimously.

Announcements

Mayor Mayer had no announcements.

Boards and Committees

1. Appointment(s)

Jamie Glenn, Parks and Recreations Advisory Board for an unexpired term ending 01-29-24

Jacqueline Wagner, Public Art Commission for an unexpired term ending 02-26-26

Sean Hobbins, Marquette Area Wastewater Treatment Advisory Board for an unexpired term ending 12-31-23

James Compton, Marquette Area Wastewater Treatment Advisory Board for an unexpired term ending 02-01-26

Commissioner Jennifer Smith moved to Approve the appointments as written, seconded by Commissioner Jerney Ottaway and Carried Unanimously.

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

Matt Luttenberger brought attention to 601 S. Lakeshore Blvd. stating this intersection is the first intersection in the city of Marquette as people come into the city from the south. He believes it's important to make it inviting and would make a great welcome center and park.

Angela Rayhorn spoke on pedestrian safety in our community.

Margaret Brumm requested that the city institutes March 13 as a day of remembrance.

This marks the beginning of the COVID19 pandemic and our community shutting down. She acknowledged the importance of remembering how much the pandemic impacted everyone.

Presentation(s)

2. Parks and Recreation Advisory Board, by Chair Amanda Gobert

Amanda Gobert, Chair of the Parks and Recreation Advisory Board, presented to the Commission on the purpose, successes and future goals of the board.

She highlighted the City's park system, indicating there are approximately 21 parks, 15 athletic fields and a number of trail networks. She also noted the number of different Capital improvement projects the board has been involved with.

Following her presentation, questions and comments were opened up to the Commission. There was a general sense of gratitude for the work the Parks and Recreation Advisory Board does and a shared appreciate for the vast number of parks and outdoor recreation options in our community.

3. Consent Agenda - Roll Call Vote

Commissioner Jennifer Smith moved to Approve the consent agenda as presented, seconded by Commissioner Jerney Ottaway and Carried Unanimously by Roll Call Vote.

3.a. Approve the minutes of the February 27, 2023 regular Commission meeting

3.b. Approve the total bills payable in the amount of \$1,372,842.07

3.c. Co-generation Overhaul Maintenance Agreement

3.d. Construction Materials Testing Services for 2023 City Construction Projects

3.e. KBIC Funding for the U.P. Children's Museum

3.f. Native Arts and Cultures Foundation, SHIFT Grant Application

3.g. Ordinance 702 - Authorized Officials

3.h. Ordinance 719 - Business Licensing - Roll Call Vote

3.i. Ordinance 721 - Black Rock Crossing Tax Exemption

3.j. Resolution Supporting SB 19 and SB 20 - Roll Call Vote

3.k. Sault Ste. Marie Tribe of Chippewa Indians Funding for the U.P. Children's Museum

3.I. Wastewater By-Pass Pump

New Business

4. Former Marquette General Hospital Redevelopment Reimbursement Agreement

Commissioner Larson moved to Approve the Reimbursement Agreement with the Northern Michigan University Foundation, and authorize the Mayor and City Clerk to sign. This motion was seconded by Commissioner Stonehouse.

Commissioner Larson stated this is an important next step in the redevelopment of the property. Commissioner Stonehouse agreed. Commissioner Smith added this has been going on for quite some time and thanked Assistant City Manager for his efforts in moving the project forward.

The Mayor asked for clarification of the next steps by the City Manager. City Manager Kovacs stated following approval of the reimbursement agreement the City Commission will then need to approve a development agreement before any work can be done.

Following the Commission's comments and additional information provided by the City Manager the Commission voted on the motion, which carried unanimously.

5. Resolution of Intent to Sell City Property, Cliffs-Dow - Roll Call Vote

City Manager Kovas reiterated the support by Veridea Group and that they are willing to step aside in order for the City to explore this opportunity for the community.

Commissioner Stonehouse moved to suspend negotiations with Veridea Group and adopt the attached Resolution of Intent to Sell the subject property to the State of Michigan. This motion was seconded by Commissioner Smith.

Commissioner Stonehouse stated that Veridea Group has been a great partner to the City on a number of projects and both parties recognize the importance of pursuing this opportunity. Commissioner Smith agreed with Commissioner Stonehouse and believes this is an opportunity to keep the veterans home local. She also pointed out the partnership opportunity with the State of Michigan as they work through environmental and funding concerns.

There was consensus by the Commission to move forward with negotiation with the State as it is a unique opportunity and a positive first step. There was a general sense of optimism.

Following the brief discussion the Commission voted on the motion, which carried unanimously by a Roll Call Vote.

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

Matt Luttenberger acknowledged the Cliffs Dow site and the opportunity for the DJ Jacobetti Home for Veterans and the residents it serves. Additionally, he spoke on the different types of recreation in the community and encouraged Parks and Recreation to open a skating facility as a tourist mechanism and provide additional activity for City residents.

Craig Patterson gave a brief overview of the Black Rocks Crossing development and thanked the Commission for their consideration.

Margaret Brumm spoke on the generational gap in knowledge of the history of the Cliffs Dow site and brought up several other points regarding that property.

Comments from the Commission

Commissioner Smith brought clarification to public comment about the Black Rocks Crossing development, reminding the public this was the first of two reads on the item.

Commissioner Stonehouse highlighted the fact the City has 2,810 acres of public parks. He reminded the community of the fiscal responsibility the City has, with the sole income being property taxes. All of which needs to be kept in mind when considering the City's excess property, such as 601 S. Lakeshore Blvd.

Commissioner Hanley spoke about the Resolution Supporting SB 19 and SB 20. She also thanked the community for bringing forth their concerns regarding 601 S. Lakeshore Blvd. and encourages them to continue to do so.

Commissioner Larson spoke on a number of consent agenda items - commending the Arts and Culture committee for moving forward with the native arts project along the cultural trail, Black Rock Crossing development which will provide housing for individuals who earn below 80% of the median income in our community, and echoed Commissioner Hanley on SB 19 and SB 20, the dark store tax.

Commissioner Ottaway showed support of the idea to recognize March 13 as COVID19 pandemic Remembrance Day. He also addressed the public comment about pedestrian safety.

Mayor Pro Tem Davis thanked Ms. Brumm for her idea to remember the pandemic on March 13 and all the immediate changes that occurred and stated it was significant for our community, nation, and world. She also touched on pedestrian safety. She said it has been talked about in the Master Planning process and encouraged people for their input. She thanked Craig Patterson for traveling to support the Black Rock Crossing development.

Mayor Mayer spoke on SB 19 and SB 20, acknowledging the neighboring communities for taking a stand and Senator McBroom for taking leadership on something that can be so crippling to the Upper Peninsula.

Comments from the City Manager

City Manager, Karen Kovacs announced the Pigs and Heat Charity Hockey event, which raises funds to support local families who lost their home to fire. Funds are used in both city and township.

Adjournment

The meeting was adjourned at 7:03.

Cody O. Mayer, Mayor

Rachel Quayle, Deputy City Clerk

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City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 3/27/2023

Consent Agenda - Roll Call Vote **Farmers Market Designation - Roll Call Vote**

BACKGROUND:

The Downtown Marquette Farmers Market is looking to relocate the organization's Wednesday evening market to the 100 block of West Washington Street. The plan would be for the mid-week market to operate from 5 to 8 p.m. from June through August.

Under City Code (Secs. 12-108 and 12-109), farmers markets may only take place in areas that have been designated for such activity by City Commission resolution. When deciding whether to adopt such a resolution, the Commission "shall give consideration of the character of the neighborhood, the effect of the farmer's market on the neighborhood, the zoning of the area, especially the site for the farmer's market, other businesses located on the same site, the need for farmer's markets in the city, and the proposed organization which will be responsible for operation of the farmer's market."

The Downtown Development Authority, which sponsors the downtown market, has indicated that the new Wednesday location would create a unique environment and allow market vendors, downtown businesses, community members, and visitors to enjoy outdoor dining, and beverages, while shopping local goods made available by market vendors. DDA representatives state that Wednesday evenings historically are the slowest night for business, and a relocated market could improve business while simultaneously creating a festive environment. They have reported strong support for this change from both vendors and district businesses, and the DDA Board of Directors approved the move in concept during the March 9 regular meeting.

FISCAL EFFECT:

None by this action.

RECOMMENDATION:

Adopt the resolution designating the 100 block of West Washington Street as a Farmers Market, to be managed by the Marquette Downtown Development Authority.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▢ Resolution
- ▢ Farmers Market Proposal
- ▢ 2023 DMFM Policies



Resolution

Designating a new Downtown Marquette Farmers Market location

WHEREAS, pursuant to Chapter 12, Article IV of the Marquette City Code, the City Commission has the authority to designate by resolution one or more specific City locations as farmers markets; and

WHEREAS, a representative from the Marquette Downtown Development Authority recently submitted a request to begin operating a weekly summer farmers market in the 100 block of Marquette's West Washington Street; and

WHEREAS, the DDA has successfully managed the Downtown Marquette Farmers Market for 24 years, expanding to a point where the market hosts roughly 140 vendors per season; and

WHEREAS, DDA representatives believe relocating the Wednesday evening market will facilitate a unique environment allowing market vendors, downtown businesses, community members, and visitors to enjoy outdoor dining and beverages, while shopping local goods made available by market vendors; and

WHEREAS, the DDA has indicated that this plan is favored by market vendors, district business owners, the DDA's Farmers Market Committee and the DDA Board of Directors; and

WHEREAS, staff has reviewed the request, with a focus on the effect of the farmers market on the neighborhood, the zoning of the area, especially the site for the farmers market, other businesses located on the same site, the need for farmers markets in the city, and the proposed organization which will be responsible for operation of the farmers market;

NOW, THEREFORE, BE IT RESOLVED that the Marquette City Commission does hereby designate the 100 block of West Washington Street as a Farmers Market, to be managed by the Marquette Downtown Development Authority. Such market will operate only on Wednesdays between June 1 and October 1, and only after 4 p.m.

This resolution will take immediate effect.

Duly adopted by the Marquette City Commission on March 27, 2023.

Cody O. Mayer, Mayor

Certified to be a true copy on March 27, 2023.

Kyle Whitney, City Clerk

STREET MARKET PROPOSAL



Project name :
Wednesday Evening
Street Market

Prepared for :
MDDA
Board

337 W Washington St, Marquette MI 49855
farmersmarket@downtownmarquette.org

906-228-9475
www.mqtfarmersmarket.com



BACKGROUND

The Downtown Marquette Farmers Market (DMFM) is looking to relocate the organization's Wednesday Evening Market to the 100 block of West Washington Street. The plan would be for the mid-week market to operate from 5 to 8 p.m. from mid-June through August.

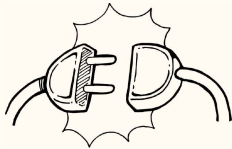
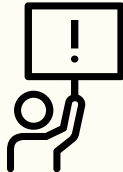
The Wednesday Evening Market has struggled since its inception in 2019 to attract a regular array of vendors, specifically farm vendors. Most farm vendors are smaller, new farms that do not have the capacity or resources to participate in a mid-week market. Artisan and producer vendors make up the majority of participants. This mid-week market has shown its value in being a "training-wheels" option for vendors looking to secure a spot at the established Saturday Morning market. Additionally, shoppers regularly request hot, ready-to-eat food options. Vendors are unable to provide this offering due to the mid-week timing and high barriers to entry with licensing costs. Food trucks have declined to participate in the market. A new iteration of the market is necessary in order to continue its offering.

The Marquette Downtown Development Authority (DDA), which sponsors the market, has indicated that the new Wednesday location would create a unique environment and allow market vendors, downtown businesses, community members, and visitors to enjoy outdoor dining and beverages while shopping local goods available by market vendors. Marquette DDA representatives state that Wednesday evenings historically are a slow night for business, and a relocated market could improve business while simultaneously creating a festive environment. There is strong support for this change from market vendors and district businesses.

LOCATION

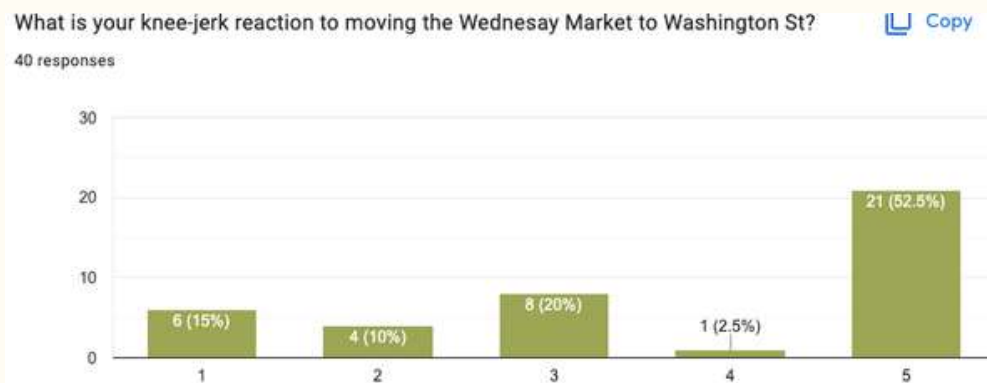
Washington St

When considering locations to host the street market, the MDDA and DMFM decided on the 100 block of Washington Street for many unique factors that make this location ideal to host the mid-week evening market.

Proximity to food + drink	Proximity to Commons
 Ready-to-eat, hot food has been a request from customers for years. High barriers to entry make this offering difficult for market vendors to provide. The 100 block of Washington offers several restaurant and beverage options from established businesses.	 Historically the market has been hosted at the Marquette Commons which is kitty-corner from Washington Street, offering easy access to public restrooms, and viable parking options for shoppers at the Commons Lot, Bluff Ramp and Pathways.
Access to Electricity	Businesses want this!
 DMFM vendors have historically had access to electricity at the Marquette Commons. This amenity can be essential to operations. The 100 block of Washington offers easy, street access to electricity.	 For years, several businesses on the 100 block of Washington have requested to shut the street down to create a festive environment. This is an opportunity to satisfy this request while bringing additional players of the Marquette community together.

VENDOR SUPPORT

On a scale of 1-5 with 5 being "supportive" and 1 being "not supportive" 75% of respondents are "neutral" to "supportive" of relocating the Wednesday Evening Market to the 100 block of Washington Street according to a 2022 post-season market participant survey. Open-ended responses are included below.



"I think the Wednesday market would gain more popularity with it closing the street down, hard to ignore! Although I'm sure this would be better for artisans rather than farmers."

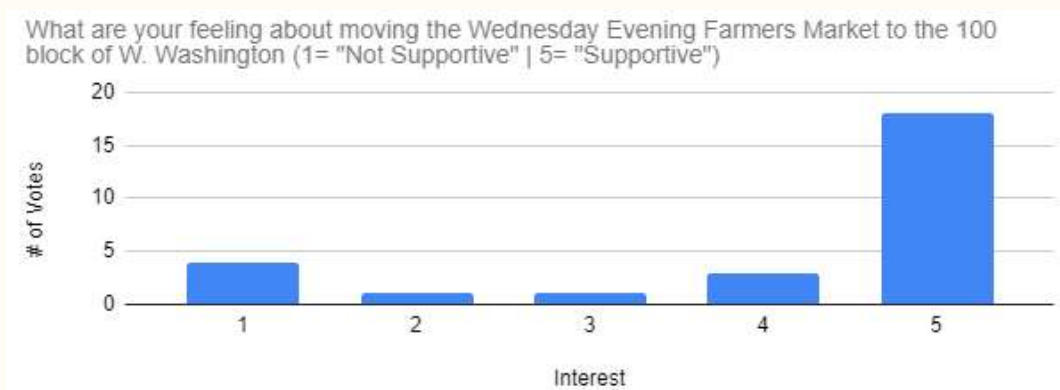
"I think shoppers might find it harder to park and exit with bags of groceries. It might bring many more people to the market overall, but not sure how it would impact vendor sales."

"I think this would create a vibrant Wednesday evening event that encourages more people to snoop around the Wednesday market, similar to Saturday. Right now it seems like most Wednesday shoppers are there to grab their CSA or do some quick shopping after work."

"I LOVE this idea!!!! It's about time someone suggested it. Kind of like a street fair concept -- love love love it!"

BUSINESS SUPPORT

On a scale of 1-5 with 5 being "supportive" and 1 being "not supportive" 81% of the 100 block businesses are "neutral" to "supportive" of relocating the Wednesday Evening Market to the 100 block of Washington Street according to a snap survey of 27 businesses. Testimonies from various supportive businesses are located below.



"Any additional foot traffic I think is a no brainer and absolutely support this plan for the downtown. If the social district goes through, then this would only add to the energy of the 100 block"

-Honorable Distillery

"We have literally been wanting something like this in the downtown for years! This would bring so much energy and more foot traffic to the area that we are fully on board with whatever is needed to make this happen."

Digs

"We have been wanting to shut the street down to make our own festival for a while now and so this seems to make things possible to add something new to this part of downtown. Especially if this will be happening during the summer months when we already have so many people to help make it a success."

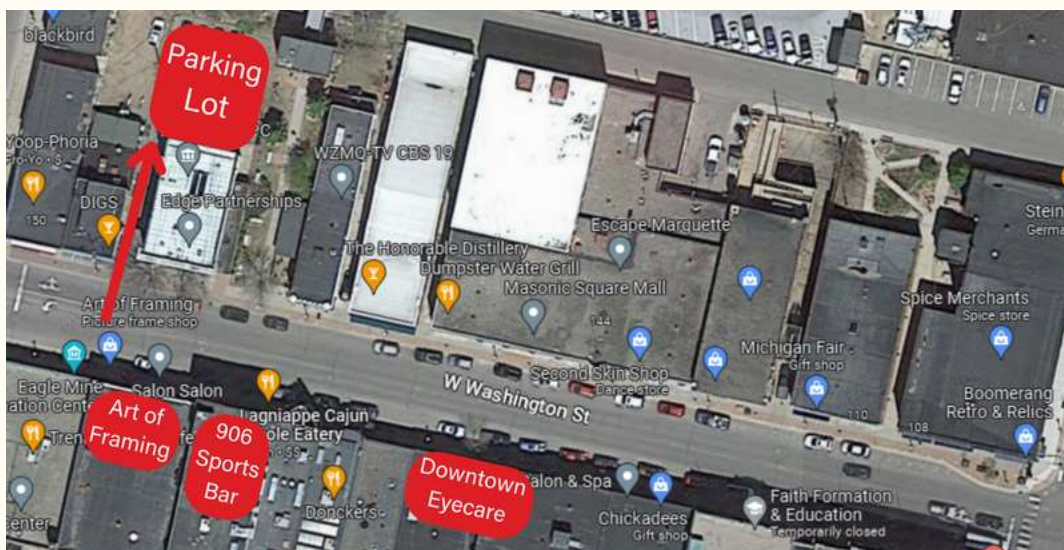
-Donckers/Delft

"In the past it has seemed that every time that the road is closed down, either for Blueberry Fest or even when there was construction, we have always noticed there to be more foot traffic, which is good for business"

-Wattsson & Wattsson

BUSINESS OPPOSITION

Pulling from the snap survey on the previous page of 27 businesses on the 100 block of W. Washington, 18% were not in favor of the Wednesday Evening street closure. Below is a dive into the specific concerns brought by businesses.



The Casselman and Henderson building has a parking lot located behind the building who's only access is located on Washington St. We are currently working with the three businesses located in the building to find a solution as an alternative to their parking situation.

""People usually want to have their car close to my store so that they can load up heavier items and frames instead of needing to carry it all the way to the Commons lot. This would just be an inconvenience to my customers if it were to happen."

-Art of Framing

We have several elderly patients who are unable to walk any long distances. I do realize that having the farmers market downtown would be beneficial for the majority of business, but from previous experience with any occasion where Washington Street is closed our patients tend to either show up too late to squeeze into our schedule or just decide to not show up at all due to parking.

-Downtown Eyecare

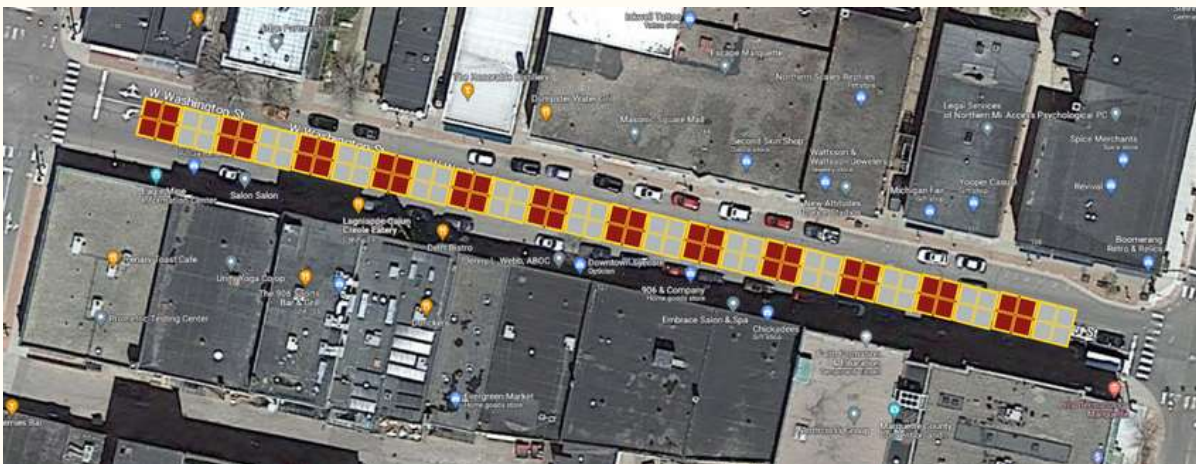
Jason with 906 Sprots Bar & Grill is opposed to the street closure due to a concern over lack of parking for potential customers and a frustration with a previous street closure that gave the perception of favoritism to another business.

MARKET MAP

The final layout will depend on the number of market vendors. The final rendering will be made using MarketWurks, the software that generates existing DMFM maps which are interactive and updated for each individual market date. Below is a rough map showing the potential to accommodate up to 48 10'x10' booths.

The following guidelines will be implemented:

- Market booths will be situated down the middle of the street.
- There will be 10' between sidewalks and booths for foot traffic and emergency vehicle access.
- Each market vendor will be granted a 10'x10' booth space with the option to request a double booth.
- The layout will feature groupings of four booths or "quads" with the intention of having "breaks" to allow for walkways or placemaking. These "breaks" could potentially be the grey booths, whereas vendor booths would be the red booths.
- Sidewalk space will be left alone so existing businesses can utilize this space according to city code.





PARTICIPANT GUIDELINES

MARKET PARTICIPANTS

All market participants are required to agree to and follow the Market Policies. A full copy of these policies is available at www.mqtfarmersmarket.com/market-policies. These policies include a detailed breakdown of vendor expectations including attendance policy, license requirements, conducting sales, product sampling, set-up and tear-down, parking, booth assignments, tables, tents, carts, and more.

WASHINGTON ST BUSINESSES

Additional guidelines will need to be created for how businesses on the 100 block of Washington can participate. These guidelines may include:

- Encouraging businesses to utilize sidewalk space immediately in front of their business to promote and encourage shoppers to enter into their business space. Business would also be reminded to leave adequate passage for pedestrian traffic on the sidewalks.
- Sale transactions must be conducted inside each business to distinguish from a "business" vs a "market vendor".
- Any business interested in using street surfaces will need to submit an application to be a market vendor and be subjected to market fees.
- Encouraging businesses to offer outdoor dining and/or to-go options,
- Additional considerations will be deliberated as planning continues.

FOOD TRUCKS

The DMFM will not allow the participation of Food Trucks, rather the goal is to highlight offerings from existing businesses on the 100 block of West Washington Street and participating Market Vendors. Market Vendors with proper licensing to prepare hot ready-to-eat food on-site will be allowed.

LOGISTICAL CONSIDERATIONS

A complete logistical plan will be developed if this proposal is approved and the City of Marquette approves the Resolution request. In the meantime, the Marquette DDA is actively discussing plans to facilitate this undertaking. The following have been discussed and will continue to develop as this situation evolves:

- DDA Maintenance will post "No Parking" signs on the 100 block the day before the street closure. Similar to how Blueberry Fest is managed.
- DDA Maintenance will help set up a modified "Market Information Booth" which will consist of the market's tent and tables.
- DDA will park DDA vehicles behind street closure barricades to add an extra layer of safety protection.
- Booth placement markers will need to be done the day of with the help of chalk. The DMFM will also continue to publish the market map on its website as it has done for the past two seasons. This map is accessible to the public. Vendors are used to checking these resources to confirm their assigned location on each market date.
- There is no publicly available wi-fi for vendors. The market has never provided wi-fi. Vendors are accustomed to managing operations without this resource.
- Per the Market Policies, market vendors are responsible for their set up including tents and tent weights.
- If significant issues arise that prevent the street market from being able to operate, the DMFM will relocate to the Marquette Commons. It is the intention of the DDA to promptly implement input and feedback from businesses and vendors to ensure a successful event.

ESTIMATED COSTS AND INCOME

STREET CLOSURE	The City of Marquette does not have a standard fee for street closures. This is an estimate based on New Year's Eve 2022 street closure costs.
- \$9,350	
PARKING REVNUUE	There are 28 parking spaces on the 100 block of Washington Street. The proposed street closure would result in a loss of 3 hours of paid parking income over 11 weeks.
- \$924	
There is paid parking available at the Commons Lot and Bluff St. Ramp.	
MISC COSTS	Additional costs may arise such as investing in more pedestrian electrical cable protectors or signage and table covers.
- \$1,000	
VENDOR FEES	The DMFM charges \$25-30 per week per booth, a \$10/week increase from 2022. This range represents a projection of 20 based on 2022 data, up to a full market with 48 booths.
+ \$6,750-\$14,906	
SPONSORSHIPS	The DDA is soliciting sponsorships for Summer Events with a verbal commitment of \$16,000 to date. The DMFM receives 61% of funds.
+ \$11,000	

TIMELINE

MDDA BOARD APPROVAL	Present proposal to MDDA board for review and approval.
MARCH 9	
RESOLUTION APPROVAL	The City of Marquette Clerk has a drafted agenda item and resolution that is ready to go in front of the commission for approval that would allow the operation of a farmers market on the 100 block of Washington St.
MARCH 13	
SPONSORSHIP DEADLINE	If the DMFM is unable to solicit sufficient sponsorship funds by May 5, 2023 to help cover the cost of the street closure, the Street Market will not be possible.
MAY 5	
ALL-VENDOR MEETING	The annual All-Vendor Meeting for DMFM vendors where official details about the Wednesday Evening market will be announced.
MAY 10	
SEASON OPENER	The Wednesday Evening market starts June 21, with its annual "Art Week Art Market" on the official first day of summer.
JUNE 21	

2023 DOWNTOWN MARQUETTE FARMERS MARKET POLICIES

The Marquette Downtown Development Authority (MDDA) sponsors and manages the Downtown Marquette Farmers Market (DMFM).

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Mission

The mission of the Downtown Marquette Farmers Market is to support local farmers, growers, and artisans; to make available wholesome, quality food and goods; and to provide a festive marketplace that benefits the Marquette community.

A Note Regarding COVID-19

The DMFM will comply with all City, State, and Federal regulations regarding business operations in response to COVID-19. The market will incorporate COVID-19 best practices and recommendations, [as put forth by the Michigan Farmers Market Association](#), into market operations for as long as applicable regulations are in place, and vendors are expected to do the same.

The DMFM will communicate directly with vendors at the required All Vendor Meeting and via email, and customers via email and social media about any changes to the market's operation. [The DMFM website](#) will also provide up-to-date information about all market happenings and updates.

Participant Definitions

- **Market Manager:** The person designated and authorized by the Marquette Downtown Development Authority (MDDA) to manage all aspects of the market, coordinate market programs, and enforce market policies.
- **MDDA Staff:** Maintenance staff and administrative support individuals who work at and on behalf of the market as employees of the MDDA .
- **Vendor:** A person authorized and registered to sell at the Downtown Marquette Farmers Market (DMFM). There are three levels of vendor commitment:
 - **Full-Time Vendor:** Typically reserved for legacy vendors, Full-Time Vendors commit to every market for a specific season. Benefits include reduced weekly fees and a dedicated booth for the season duration.
 - **Part-Time Vendor:** Vendors who have a seasonal product, or limited inventory supply are ideal Part-Time Vendors. Benefits included reduced weekly fees and pre-scheduled dates based on the vendor's availability.
 - **Drop-In Vendor:** New businesses, first-timers, visiting artists, or someone testing out an idea make a great Drop-In Vendor. We will ask for your availability and notify you shall any openings arise.
- **Farmer/Grower:** A person who has grown, raised, or gathered a product that is sold directly to the consumer by themselves, their employee/s, or family member/s.
- **Producer:** A person who creates handmade items that can be consumed, such as bread, jam/jelly, maple syrup, honey, etc.
- **Artisan:** A person who creates handmade items that cannot be consumed, such as paintings, jewelry, woodworks, metal works, wearable art, fibers, personal care products, etc.

- **Food Truck/Trailer:** A person who creates handmade items that can be consumed, whose operation is dependent on a vehicle or truck and cannot operate out of a tent on the market plaza or location.
- **Market Partner:** A person who provides educational, nutritional, or other programming for market shoppers.
- **Community Table Participant:** A local organization/group that has been approved to occupy The Community Table or FREE Community Table for a pre-scheduled date at the Saturday Morning Outdoor Market. FREE Community Table applicants are subject to terms and conditions as outlined on the market's website.
- **Market Cashier:** The person/s designated and authorized by the MDDA who is responsible at the market for processing of credit card/EBT transactions, distribution, and redemption of food assistance programs, and handling market merchandise transactions.

Market Dates, Application, and Fees

2023 Market Dates

Market	Dates	Time
Saturday Morning Market*	May 20-November 18, 2023	9 AM-1 PM
Wednesday Evening Market**	June 21-August 30, 2023	5-8 PM
Holiday Market	Saturdays, December 2-16, 2023	10 AM-2 PM

All markets are located at the Marquette Commons, 112 South Third Street, Marquette, MI 49855, unless otherwise noted.

*Starting in November, the Saturday Morning Market will move indoors. There is no market on the Saturday after Thanksgiving.

**The DMFM is actively working with the City of Marquette City Commission to relocate the Wednesday Evening Market to the 100 block of Washington Street. If complications arise in the execution of this plan, the Wednesday Evening Market will be hosted at the Marquette Commons.

Market Application and Application Deadline

The DMFM application is available on our website: <https://www.mqtfarmersmarket.com/apply>. Interested vendors who meet the product and eligibility guidelines are invited to submit an application. **While we continuously welcome vendors to apply throughout the season, those interested in a Full-Time Vendor spot should apply by the first week of April.**

All Farmer, Grower, Producer and Artisan applicants must supply a W-9 form, appropriate licence/s, and all supporting materials with their application in order to be considered.

Vendor Type	Application Deadline	Notes
Full-Time Vendor	First week of April	Applications received after this date will be considered, though "Full-Time" benefits cannot be guaranteed.

Part-Time Vendor	No Deadline, however for planning purposes, it is strongly encouraged to apply by the first week of April.	Applications will be reviewed and approved accordingly.
All other participants	No Deadline	Applications will be reviewed and approved accordingly.

Market Booth Fees

Our market booth fees for the 2023 season are listed below. Please note, your application will calculate a “total amount” of estimated fees due. This amount will change based on the dates the Market Manager actually approves you for. Community Table fees can be reviewed [here](#). The number of markets a vendor needs to commit to in order to receive the applicable rates is also listed below.

	Number of Weeks	Full-Time Vendor	Part-Time Vendor	Drop-In Vendor
Outdoor Saturday Morning Market <i>May 20-October 28, 2023</i>	24	\$25/wk <i>22+ markets</i>	\$30/wk <i>10+ markets</i>	\$35/wk <i><10 markets</i>
Outdoor Wednesday Evening Market <i>June 21-August 30, 2023</i>	11	\$25/wk <i>9+ markets</i>	\$30/wk <i><9 markets</i>	
Indoor Saturday Morning Market <i>November 4-18, 2023</i>	3	\$30/wk		
Indoor Holiday Market <i>December 2-16, 2023</i>	3	\$30/wk		
Additional Booth Space <i>Available exclusively for Outdoor, Full-Time Vendors</i>		Double the fees listed above	N/A	N/A

Market Booth Fees Payment

Market booth fees are based on the dates each market participant is approved for by the Market Manager. Approved dates will be invoiced and sent via email. Payment for all dates invoiced is expected, regardless of attendance. See the [Cancellation and Refund Policy](#) for more details. Failure to stay current or default on payments by stated due dates may result in dismissal from the DMFM for the remainder of the season and future seasons.

Accepted forms of payment

The DMFM accepts check or credit card payments. **The DMFM does NOT accept cash.**

- Checks should be made payable to “Marquette Downtown Development Authority”, or “Marquette DDA”.

How to make a payment

- **Mail:** Send a check to Marquette DDA, ATTN: Farmers Market, 337 W Washington St, Marquette, MI 49855

- **At the market:** Check or credit card payments can be made at the Market Information Booth during regular market hours.
- **Online:** Credit card payments can be made online once an invoice has been emailed to an approved market participant.
- **Official Meetings:** Payment can also be made during any officially scheduled market meeting i.e. at the annual All Vendor Meeting.

When Payments are Due

Market booth fees will be totaled and invoiced for all approved dates for each specific market season. It is preferred that vendors pay bi-annually or annually for invoiced fees.

- All participants must be current with their fees in order to participate in the market.
- The initial payment must be received by the participant's first day of market attendance for the market season.
- Any unpaid invoiced fees for the Outdoor Seasons are due in full by the first Saturday in September.
- Fees for Indoor Seasons are due in full on the first day of market attendance for each market season.
- Any dates added after the initial approval of the application will be invoiced upon approval of the requested date/s.

Eligibility

The following information is provided to help you decide whether the DMFM is a good venue for your product sales. If you meet all the eligibility requirements and would like to be a vendor with this market, please complete an online vendor application and submit it with all supporting materials. The market application is available on our website at <https://www.mqtfarmersmarket.com>.

Who Can Participate & What Can Be Sold

The DMFM has space for approximately 60 vendors at our outdoor markets and 30 vendors at our indoor market, who produce and sell Michigan food and farm products, and originally created non-food artisan products. We welcome talented producers who make available high-quality goods. Everything sold at the market is made by those selling it. No kits, imports, or re-sale items are permitted. We prioritize local ingredients, local products, and local producers.

- All agricultural products sold must be germinated, grown, raised, or gathered by the vendor, their employee/workers, or family members and in accordance with Michigan Department of Agriculture regulations.
- Food products produced under the Michigan Cottage Food Law must conform to the regulations set forth in that legislation. All processing and packaging must be done by the vendor, in their primary residence, and have required labeling. Review regulation at the MDARD website, [Michigan Cottage Food Laws](#).
- All non-food, artisan products sold at the market must be original and created by the artist. Acceptable works include all media painting, photography, fibers, wood, jewelry, metals, wearable art, personal care products, etc. No kits, imports, or re-sale items are permitted.

Only those vendors that have obtained authorization from the MDDA may participate in the DMFM. Each vendor booth must be controlled by the registered vendor or their designated representative, as provided in writing on their application.

Submission of a completed application does not guarantee the applicant a spot at the market. The Market Manager is responsible for the final selection of vendors and reserves the right to accept or reject any applicant based on, but not limited to:

- The market policies.
- Appropriateness of product to the [market mission](#).
- Market attendance record, if returning vendor.

Vendors must abide by the City of Marquette Ordinance: Chapter 12, Article IV “Farmers Markets and Farm Produce Vendors.” [This document is available on the City of Marquette website](#). The MDDA obtains licensing from the City of Marquette to operate the DMFM.

Cannabis Products

Applications from vendors selling cannabis products will only be considered if products are limited to hulled hemp seed, hemp seed protein powder, hemp seed oil, topical CBD, and smokable hemp flower. Vendors selling marijuana products, CBD edibles, CBD pet treats, and viable hemp seeds, starts, and plants will not be considered. CBD products must be clearly labeled and marketed for topical use only. Vendors selling topical CBD products and smokable hemp flower must possess a valid Processor-Handler License for cannabis products. Please refer to the [Michigan Farmers Market Association's Cannabis Legality Chart](#) for more information on product legality, regulation, and licensing. The DMFM reserves the right to require any vendor to remove unlawful, unlicensed, or improperly labeled products from sale at the farmers market. The DMFM has the sole discretion to approve or deny any vendor's application.

The Community Table

The DMFM welcomes community organizations, sponsors, and market partners to our market via The Community Table. This offering is exclusive to the Outdoor Saturday Morning Market. More information about this offering, including rates, can be found here: <https://www.mqtfarmersmarket.com/communitytable>. We do not welcome religious, political, or politically affiliated groups. Approval of these types of participants is up to the discretion of the Market Manager and/or Farmers Market Committee. Community Table Applicants need to fill out the DMFM Application to be considered: <https://www.mqtfarmersmarket.com/apply>. Community Table fees are due on the day of market participation. Information about how to make a payment can be found under [“Market Booth Fees Payment”](#).

FREE Community Table Participants

The DMFM welcomes participants to the Free Community table that meet specific guidelines. Rates, guidelines, and details for the Free Community Table can be found here: <https://www.mqtfarmersmarket.com/communitytable>

Appropriate Conduct

All vendors, vendor employees/designated representatives, volunteers, and MDDA staff are expected to treat each other and market visitors and shoppers in a courteous and professional manner. Any conflict or disagreements with anyone occurring during the market must be handled with the utmost discretion. All vendors are responsible for their employees and designated representatives and are responsible to advise them of all market policies. Vendor feedback must be directed to the Market Manager and be discussed in private, not in front of other vendors and customers.

Anti-harassment Policy

The DMFM strives to provide a safe, welcoming, and accessible space for all participants. As such, harassment or discrimination based on an individual's sex, gender identity or expression, race, ethnicity, national origin, religion, age, ability, or any legally protected category will not be tolerated at the market. Harassment or discriminatory activity is subject to the DMFM Vendor Grievance and Enforcement Policies as outlined in these Market Policies.

Smoking Prohibited

Smoking on The Marquette Commons grounds where the DMFM is hosted is prohibited. This is in accordance with the City of Marquette Ordinance 690, Chapter 22, Article 3.

Alcohol Prohibited

Market Participants are prohibited from consuming alcohol on The Marquette Commons grounds, or any location where the market is hosted, before, during, and after the farmers market while performing market duties including set up, participating during scheduled market hours, take down, and pack up. In the event of a Social District, all participants are prohibited from consuming alcohol until market duties are completed. Failure to abide by these terms may result in dismissal from market participation with all fees forfeited.

Pets

Customers/vendors may not bring/keep pets on the market plaza. The DMFM is licensed as a food establishment and therefore must follow food establishment pet regulations. Pets left in a vehicle are subject to enforcement by the Marquette City Police Department.

Market Participant Expectations

Participant Attendance, Requesting More Dates, Dropping Dates

Vendors are expected to participate with the DMFM for all dates indicated on their approved application. The DMFM is a rain-or-shine market, meaning vendors are expected to participate even during rain or snow. In the case of extreme or severe weather, the Market Manager will do their best to communicate changes in regular market happenings. The DMFM [Facebook](#) and [Instagram](#) accounts will have the most up-to-date information in weather-related situations.

Vendors who miss two weeks of the market during the season, without 24-hour prior notification to the Market Manager via email, call, or text to the Market Manager cell phone (906-376-4122), forfeit their booth space for the remainder of the season, (all fees forfeited).

Vendors who need to modify their approved market dates must make changes via the Vendor Portal: <https://mqtfarmersmarket.mymarket.org/>. Failure to utilize the Vendor Portal may result in an unexcused absence.

Vendor Licenses

It is the responsibility of the vendor to comply with all local and state regulations and ordinances governing farmers market sales. It is the vendor's responsibility to secure the appropriate license/s based on the types of products they offer. If it is required that a vendor be licensed, information about their license/s MUST be

included on their vendor application and a copy of the license must be with them at each market. To find out more about required food licenses, licenses for perennial plants, and licenses for pet food vendors, please visit www.michigan.gov/farmersmarkets. If you need a license, or if you have questions regarding food licensing, please contact the Michigan Department of Agriculture and Rural Development (MDARD) Food Industries Licensing, Certification, and Registration at (517) 241-6666. All vendor information regarding licensing will be provided to MDARD prior to each market for review.

Examples of licenses include, but are not limited to:

- Perennial Plant License from MDARD
- Applicable Health Department License
- Industrial Hemp License from MDARD
- Small Wine Maker Licensed from the MLCC
- Copy of MI Sales Tax License ([more info here](#))

Sales

Vendors are responsible for all sales of their own products, including providing correct change to customers. Vendors should make sure they have signage or price cards that are clear and legible. All processed products must be properly and clearly labeled for sale. Vendors are encouraged to accept credit cards, debit cards, and contactless payment methods.

It is forbidden to make any sales prior to the official start time of the market. This is to ensure all vendors have enough time to get themselves set up and ready to vend. Vendors observed making sales before the start of the market will be subjected to the [Enforcement Policy](#). However, vendors are allowed to make sales to other vendors prior to the start of the market.

Approved farmer/grower vendors are allowed to use the DMFM as a pickup location for CSAs. Pickup times MUST be within the regular operating market hours.

Product Sampling

Safe preparation and handling of food items and samples is very important. If a vendor intends to offer samples of any food products at the DMFM, [Safe Food Sampling Guidelines](#) must be followed. Please note, the DMFM is subject to inspection from MDARD and all vendors are responsible for complying accordingly.

Food Assistance

The DMFM participates in [food assistance programs](#), including SNAP/EBT, Double-Up Food Bucks (DUFEB), WIC Project FRESH, Senior Market FRESH, and Food as Medicine Vouchers. Vendors who sell eligible products are encouraged to participate in all applicable food assistance programs. Participating vendors are required to have signed vendor agreements on file with the MDDA for each program they participate in to be reimbursed for food assistance program sales. Please see the Market Manager at the pre-season All Vendor Meeting or at the Information Booth on your first day of market participation to sign the required agreements. Eligible vendors who accept SNAP/EBT benefits, Double Up Food Bucks tokens, Project FRESH, Market FRESH coupons, and Food as Medicine Vouchers are required to:

- Provide banking information for direct deposit.
- Submit signed agreement forms prior to participation in the market.
- Display required signage provided by the DMFM, for each alternative payment program each market day.

- Clearly mark prices on all products.

Food Assistance sales are reimbursed monthly via direct deposit.

Vendors are required to submit all collected food assistance to the DMFM for reimbursement. It is forbidden to reuse food assistance payments for personal shopping needs, as such behavior may jeopardize the market's eligibility to participate in these programs. Any vendor observed reusing food assistance payments will be permanently excused from the market with all fees forfeited.

Gift Cards

The DMFM offers Gift Cards that can be purchased on the DMFM website. All market vendors who sell products are required to accept gift card payments and redeem payments at the Information Booth at the end of each market. Gift Card payments will be reimbursed to vendors monthly via direct deposit.

Direct Deposit

All market participants who sell products are required to provide direct deposit banking information to the DMFM via their market application. Baking information can be provided after approval of an application via the Vendor Portal. Reimbursement for all Food Assistance and Gift Card sales will be dispersed monthly via direct deposit. While not all participants are eligible to accept Food Assistance, all participants who sell products are required to accept Gift Card tokens.

Market Logistics & Amenities

Market Hours and Location

The DMFM is located at The Marquette Commons, 112 S 3rd St, Marquette, MI 49855 unless otherwise noted. Market hours are Wednesday, 5 PM to 8 PM, and Saturday, 9 AM to 1 PM (10 AM to 2 PM for December), **RAIN OR SHINE**. Vendors are required to stay for the entire market, or risk being excluded from future markets. Failure to show up on time and stay for the entire market may result in a loss of privilege to participate in future markets.

Set-up and Tear-down

Vendors are responsible for their own set-up, tear-down, and clean-up. All tents, stands, tables, and products must be transported to and from the market each market day.

Given that MDDA maintenance staff may need to prepare the market plaza prior to the scheduled start of the market, vendor set-up may begin no sooner than two hours prior to the scheduled start of the market and must be completed 15 minutes prior to the scheduled start of the market. Participants should arrive early enough to be ready to greet customers by the scheduled start of the market.

Tear-down is for one hour after the end of the market. Everything must be removed from the market plaza within this hour window.

Repeated offenses to these terms may result in the forfeiture of the vendor's booth for the season, at the discretion of the Market Manager.

Parking

Vendors may park on or near the market plaza site to unload and reload equipment and product. All vehicles must be removed from the market plaza and the adjacent parking spaces north and south of the plaza 15

minutes prior to the start of the market. “Adjacent parking spaces” refers to any parking spot that is directly next to the market plaza, this includes all parking spots adjacent to the bike path south of the plaza, and all parking spots adjacent to the sidewalk along the north side of the plaza. Failure to abide by this policy may result in a \$75 fee. Vendors will not be able to participate with the DMFM until this fee is paid in full via check or credit card..

For the safety of customers and vendors, vendors must wait until 15 minutes after the market close to bring vehicles back onto the plaza, or market location. There are no vehicles allowed on the market plaza, or market location during the market.

Booth Assignments

Each vendor will be assigned a booth that measures approximately 10'x10', or a double booth if indicated and approved on the market application. Booths located under the overhang, directly in front of The Commons building are slightly smaller than 10'x10' and do not require a tent. Indoor space is limited to 6' of space. The Market Manager is responsible for all vendor booth and location assignments. The market setup shall be completed in a manner that, based on the judgment of the Market Manager, is for the good of the overall market experience.

Booth assignments for each week are published on the market's website here:

<https://www.mqtfarmersmarket.com/map>. Please note, booth assignments are subject to change and are oftentimes not finalized until the evening immediately before the scheduled market.

Tables, Tents & Carts

All vendors are responsible for bringing their own equipment including tents, table/s, chair/s, and all other necessary supplies. All tents are required to be freestanding **and weighted**. Vendors will not be allowed to use a tent that is not weighted for the safety of everyone at the market. The market plaza is paved and does not allow for stakes. Tents must be no larger than 10'x10'.

A limited number of tent weights are available, at no cost, to participating vendors on a first come first serve basis each week. Vendors are responsible for retrieving their own tent weights from The Tent Room and then putting them away neatly at the end of each market.

Approved Full-Time Vendors may apply to store their tents at The Marquette Commons for \$50 for the year as indicated on the market application.

Restrooms

Public restrooms are located in the northwest corner of The Commons building, opposite the bike path side. The MDDA staff stocks, cleans, and maintains the restrooms.

Trash

The MDDA maintenance staff provides trash and recycle bins for each market. Vendors and customers are expected to dispose of garbage in these bins, accordingly.

Additional Policies & Procedures

Enforcement Policy

Failure to follow market policies or any dispute about market policies should be brought to the attention of the Market Manager. The process for all market policy violations and disputes are as follows:

- Policy violations by vendor:
 - **First Offense:** Verbal warning from Market Manager.
 - **Second Offense:** Written warning or letter of non-compliance, including an explanation of which policy has not been observed, the steps that need to be taken to come into compliance, and the requested timeline in which those steps should be taken. Vendor will also be asked to forfeit their next scheduled market day.
 - **Third Offense:** Vendor/s will either be asked to leave the market or will be excluded from returning to the next market, depending upon the severity and timing of the offense. If a vendor is asked to leave or not return to a market, no registration fees will be returned.

If a vendor poses a health or safety hazard to themselves, other vendors, or market visitors, the DMFM reserves the right to immediately dismiss a vendor from any or all market dates. Warnings will be documented by MDDA staff and remain on vendor records across market dates and seasons. The Market Manager will review these warnings for each market and determine if they impact vendor eligibility for future markets.

Cancellation and Refund Policy

Market Participants are expected to pay for all market fees that are invoiced, regardless of attendance. The DMFM does not issue refunds, except for extenuating circumstances where a vendor needs to forfeit more than half of their season commitment as outlined in the vendor's approved application. Examples of extenuating circumstances include, but are not limited to the following: Clinical depression or other significant mental health issues. Personal or health problems that are outside the vendor's control and have a negative impact upon their ability to participate with the DMFM. Pregnancy-related conditions for the vendor or their partner. Bereavement causing significant impact. Separation or divorce of the vendor. The vendor may be asked to provide proof of the extenuating circumstance in order for the MDDA to provide the requested refund.

If such a circumstance arises, the vendor is responsible for submitting a Refund Request to the Market Manager via email (farmersmarket@downtownmarquette.org). The request must include the following to be considered:

- Name (First, Last), business name, address, email address, and phone number of the vendor.
- **Brief** description of circumstances requiring the vendor to be unable to fulfill their season commitment.
- Date of the last market the vendor plans to attend.
- Please note, the details of this request will be kept confidential.

The Market Manager will decide if the circumstances warrant a refund. Any disputes in the Market Manager's decision can be escalated to the Farmers Market Committee. If the refund is granted, the MDDA will issue a refund check based on the dates in the vendor's approved application. The check will be mailed to the vendor to the address provided in their approved application.

If a vendor is removed from the market due to non-compliance with market policies, none of their fees are eligible for a refund.

Vendor Grievance Policy

The DMFM has the right to deny or restrict any vendor or vendor representative's access to the market for failure to follow the policies herein. In order to be addressed, problems, complaints or concerns must be brought to a DMFM or MDDA staff member within 24 hours of the event. Any grievance that cannot be resolved immediately by the DMFM or MDDA staff can be followed up using the following protocol:

- Disputes among vendors or witnessed by vendors:
 - Please sign in to the [Vendor Portal](#), click “**File a Vendor Grievance**” on the left-hand side, and follow instructions accordingly.
 - If the decision of the Market Manager is challenged, the complaint may be appealed to the Farmers Market Committee, for a final decision.
- Customer Complaints:
 - Any customer complaint received by the Market Manager concerning a vendor at the market will be documented on a complaint form provided to the customer by the Market Manager or Market Cashier. The vendor against whom the complaint was filed will receive a copy of the complaint form and appropriate action will be taken before the next market day.

Questions

If you have questions about the DMFM or this information, please contact the Market Manager at 906-228-9475 ext. 105 or farmersmarket@downtownmarquette.org

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 3/27/2023

Consent Agenda - Roll Call Vote

Marquette Beautification and Restoration Committee, Inc. Petunia Pandemonium Project

BACKGROUND:

The Marquette Beautification and Restoration Committee, Inc. is a well-respected leader within our community and a vital, long-standing partner with the City. For many years the City Commission has designated the committee as an authorized volunteer for the purpose of planting flowers during the Petunia Pandemonium and removal of the flowers in the fall.

The Michigan Department of Transportation (MDOT) approved the attached permit allowing the activities described in the permit for the purpose of carrying out the Petunia Pandemonium Project.

FISCAL EFFECT:

None by this action.

RECOMMENDATION:

Approve and designate the Marquette Beautification and Restoration Committee, Inc. as the City's authorized volunteer for the purpose of carrying out the activities of the Petunia Pandemonium Project as allowed by the MDOT permit.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

▣ MDOT Permit



INDIVIDUAL CONSTRUCTION PERMIT
For Operations within State Highway Right-of-Way

Issued To:
CITY OF MARQUETTE

300 W BARAGA AVE
MARQUETTE MI 49855-4712

Contact:
SCOTT CAMBENSY
906-228-0444(O)
SCAMBENSY@MARQUETTEMI.GOV

Permit Number: 52042-092581-23-031623
Permit Type: Individual Application
Permit Fee:
Effective Date: Mar 16, 2023 to Mar 16, 2024
Bond Numbers: ,
Liability Insurance Expiration Date:

THIS PERMIT IS VALID ONLY FOR THE FOLLOWING PROPOSED OPERATIONS:

PURPOSE:

Planting Petunias

STATE ROUTE: US-41 **CITY OF:** Marquette **COUNTY:** Marquette County

NEAREST INTERSECTION:	SIDE OF ROAD:	DISTANCE TO NEAREST INTERSECTION: (in feet)	DIRECTION TO NEAREST INTERSECTION:
US 41 and S Front St.	E W	0.00	North

CONTROL SECTION:	MILE POINT FROM:	MILE POINT TO:	LOCATION:			
			LEFT	MEDIAN	RIGHT	TRANSVERSE
52042	3.190	4.300	☒	☐	☒	☐

REQUISITION NUMBER: **WORK ORDER NUMBER:** **MDOT JOB NUMBER:** **ORG JOB NUMBER:**

52042-092581-23-031623 Issued To: CITY OF MARQUETTE

This permit is incomplete without "General Conditions and Supplemental Specifications"

I certify that I accept the following:

1. I am the legal owner of this property or facility, the owner's authorized representative, or have statutory authority to work within state highway Right-of-Way.
2. Commencement of work set forth in the permit application constitutes acceptance of the permit as issued.
3. Failure to object, **within ten (10) days** to the permit as issued constitutes acceptance of the permit as issued.
4. If this permit is accepted by either of the above methods, I will comply with the provisions of the permit.
5. I agree that Advance Notice for Permitted Activities for shall be submitted **5 days prior** to the commencement of the proposed work.

I agree that Advance Notice for Permitted Utility Tree Trimming and Tree Removal Activities shall be submitted **15 days prior** to the commencement of the proposed work for an annual permit.

CAUTION

**Work shall NOT begin until the Advance Notice has been approved.
Failure to submit the advance notice may result in a Stop Work Order.**

CITY OF MARQUETTE

Benjamin Carrigan
MDOT

March 16, 2023
Approved Date

TSC Contact Info

Ishpeming TSC

(906) 485-4270

THE STANDARD ATTACHMENTS, ATTACHMENTS AND SPECIAL CONDITIONS MARKED BELOW ARE A PART OF THIS PERMIT.

STANDARD ATTACHMENTS:

- 1 Mobility Flowchart for Permit Activities (2204C)
- 2 Historical and Archaeological Discoveries During Construction Operations Updated 03/22 (Const. Advisory H
- 3 System Operation Advisory-Fluorescent Sheeting Implementaton Sept. 20, 2016 (SOA[Fluorescent Sheeting
- 4 General Conditions (General Conditions)

ADDITIONAL ATTACHMENTS:

- 1 Marquette City 01.10.22.pdf
- 2 L D and B Valuesm0020a (1).pdf
- 3 Worker Visibility Clothing RequirementMDOT CA 2009-08 287335 7 (2) (1).pdf
- 4 Map.pdf
- 5 LaneClosureMultiLaneUnDividedSection Front Street (1).pdf

52042-092581-23-031623 Issued To:CITY OF MARQUETTE

AMENDMENT ATTACHMENTS:

SPECIAL CONDITIONS:

- 1 The Department of Transportation does not, by issuance of this permit, assume any liability claims or maintenance costs resulting from the activity or facility placed by this permit. The Department reserves the right to require removal of all or any portion of this facility as needed for highway maintenance or construction purposes without replacement or reimbursement of any costs incurred by the permitted or other party. The permitted will defend, indemnify and hold harmless the Department for any claims whatsoever resulting from the construction or the removal of the authorized by this permit.
- 2 All disturbed areas within the right of way shall be top-soiled, seeded and mulched to match existing areas per current MDOT standards and specifications.
- 3 Attention is directed to the referenced "attachments" that specify several items of importance associated with this MDOT permit.

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 3/27/2023

Consent Agenda - Roll Call Vote **National Opioids Settlement**

BACKGROUND:

The City has received participation forms for new national opioid settlements from the Teva National Settlement, Allergan National Settlement, CVS National Settlement, and Walmart National Settlement. These settlements would resolve all opioid litigation brought by states and local political subdivisions against these companies. If the City of Marquette chooses to participate, it will receive direct payments from these settlements.

The Settlements also contain injunctive relief provisions governing the opioid marketing, sale and distribution practices at the heart of the states' and subdivisions' lawsuits and further require the Distributors to implement additional safeguards to prevent diversion of prescription opioids.

Also up for consideration is the proposed Michigan State-Subdivision Agreement for these settlements. This document determines the distribution between the State and Local Subdivisions, and it determines the allocation amount to each Local Subdivision. This Agreement is in the process of ratification.

The City Commission previously approved participation in similar settlements at their regular meeting on December 20, 2021.

In order to participate in the settlements, a municipality must "opt in" by April 18, 2023. The City is estimated to receive \$45,474 over the course of 13 years from these settlements.

FISCAL EFFECT:

Funds will be allocated by the State of Michigan and the allocation will depend on the determined impact of opioids on the community. The estimated settlement with the City of Marquette is \$45,474.

RECOMMENDATION:

Authorize the City of Marquette to opt-in to the National Opioids Settlement and authorize the City Manager or her designee to sign the participation forms and any other forms related to this series of settlements.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Participation Forms

New National Opioids Settlements: Teva, Allergan, CVS, Walgreens, and Walmart
Opioids Implementation Administrator
opioidsparticipation@rubris.com

Marquette city, MI
Reference Number: CL-386676

TO LOCAL POLITICAL SUBDIVISIONS AND SPECIAL DISTRICTS:

THIS PACKAGE CONTAINS DOCUMENTATION TO PARTICIPATE IN THE NEW NATIONAL OPIOID SETTLEMENTS. YOU MUST TAKE ACTION IN ORDER TO PARTICIPATE.

Deadline: April 18, 2023

Five new proposed national opioid settlements ("*New National Opioid Settlements*") have been reached with **Teva, Allergan, CVS, Walgreens, and Walmart** ("*Settling Defendants*"). This *Participation Package* is a follow-up communication to the *Notice of National Opioid Settlements* recently received electronically by your subdivision or special district ("*subdivision*").

You are receiving this *Participation Package* because Michigan is participating in the following settlements:

- **Teva**
- **Allergan**
- **CVS**
- **Walmart**

If a state does not participate in a particular Settlement, the subdivisions in that state are not eligible to participate in that Settlement. At this time, Michigan has not joined the Walgreens National Settlement. The Michigan Department of the Attorney General continues to work on a resolution pertaining to Walgreens.

This electronic envelope contains:

- *Participation Forms* for Teva, Allergan, CVS, and Walmart, including a release of any claims.
- The proposed Michigan State-Subdivision Agreement for the Teva, Allergan, CVS, and Walmart Settlements.

The *Participation Form* for each settlement must be executed, without alteration, and submitted on or before April 18, 2023, in order for your subdivision to be considered for initial participation calculations and payment eligibility.

The proposed Michigan State-Subdivision Agreement for the Teva, Allergan, CVS, and Walmart Settlements is included for reference. This agreement is in the process of being ratified. The agreement defines the distribution between the State

and Local Subdivisions and determines the allocation percentage of each Local Subdivision.

Based upon subdivision participation forms received on or before April 18th, the subdivision participation rate will be used to determine whether participation for each deal is sufficient for the settlement to move forward and whether a state earns its maximum potential payment under the settlement. If the settlement moves forward, your release will become effective. If a settlement does not move forward, that release will not become effective.

Any subdivision that does not participate cannot directly share in the settlement funds, even if the subdivision's state is settling and other participating subdivisions are sharing in settlement funds. Any subdivision that does not participate may also reduce the amount of money for programs to remediate the opioid crisis in its state. Please note, a subdivision will not necessarily directly receive settlement funds by participating; decisions on how settlement funds will be allocated within a state are subject to interstate agreements or state statutes.

You are encouraged to discuss the terms and benefits of the *New National Opioid Settlements* with your counsel, your Attorney General's Office, and other contacts within your state. Many states are implementing and allocating funds for these new settlements the same as they did for the prior opioid settlements with McKesson, Cardinal, Amerisource, and J&J/Janssen, but states may choose to treat these settlements differently.

Information and documents regarding the *New National Opioid Settlements* and how they are being implemented in your state and how funds will be allocated within your state allocation can be found on the national settlement website at <https://nationalopioidsettlement.com/>. This website will be supplemented as additional documents are created.

How to return signed forms:

There are three methods for returning the executed *Participation Forms* and any supporting documentation to the Implementation Administrator:

- (1) *Electronic Signature via DocuSign*: Executing the *Participation Forms* electronically through DocuSign will return the signed forms to the Implementation Administrator and associate your forms with your subdivision's records. Electronic signature is the most efficient method for returning *Participation Forms*, allowing for more timely participation and the potential to meet higher settlement payment thresholds, and is therefore strongly encouraged.
- (2) *Manual Signature returned via DocuSign*: DocuSign allows forms to be downloaded, signed manually, then uploaded to DocuSign and returned automatically to the Implementation Administrator. Please be sure to complete all fields. As with electronic signature, returning manually signed *Participation Forms* via DocuSign will associate your signed forms with your subdivision's records.

(3) *Manual Signature returned via electronic mail:* If your subdivision is unable to return executed *Participation Forms* using DocuSign, signed *Participation Forms* may be returned via electronic mail to opioidsparticipation@rubris.com. Please include the name, state, and reference ID of your subdivision in the body of the email and use the subject line Settlement Participation Forms – [Subdivision Name, Subdivision State] – [Reference ID].

Detailed instructions on how to sign and return the *Participation Forms*, including changing the authorized signer, can be found at <https://nationalopioidsettlement.com>. You may also contact opioidsparticipation@rubris.com.

The sign-on period for subdivisions ends on April 18, 2023.

If you have any questions about executing these forms, please contact your counsel, the Implementation Administrator at opioidsparticipation@rubris.com, or Assistant Attorney General Matt Walker at the Michigan Department of Attorney General at 517-335-7632 or AG-OpioidLitigation@michigan.gov.

Thank you,

National Opioids Settlements Implementation Administrator

The Implementation Administrator is retained to provide the settlement notice required by the respective settlement agreements referenced above and to manage the collection of settlement participation forms for each settlement.

EXHIBIT K
Subdivision and Special District Settlement Participation Form

Will your subdivision or special district be signing the settlement participation forms for the Allergan and Teva Settlements at this time?

☐ Yes ☐ No

Governmental Entity: Marquette city	State: MI
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 (“*Allergan Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Allergan Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Allergan Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Allergan Settlement as provided therein.
2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Allergan Settlement regarding Cessation of Litigation Activities.
3. The Governmental Entity shall, within fourteen (14) days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the MDL Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
4. The Governmental Entity agrees to the terms of the Allergan Settlement pertaining to Subdivisions and Special Districts as defined therein.
5. By agreeing to the terms of the Allergan Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the Allergan Settlement solely for the purposes provided therein.



7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Allergan Settlement.
8. The Governmental Entity has the right to enforce the Allergan Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Allergan Settlement, including, but not limited to, all provisions of **Section V (Release)**, and along with all departments, agencies, divisions, boards, commissions, Subdivisions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist in bringing, or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Allergan Settlement are intended to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Allergan Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Allergan Settlement.
11. In connection with the releases provided for in the Allergan Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Allergan Settlement.

12. Nothing herein is intended to modify in any way the terms of the Allergan Settlement, to which the Governmental Entity hereby agrees. To the extent this Settlement Participation Form is interpreted differently from the Allergan Settlement in any respect, the Allergan Settlement controls.



I have all necessary power and authorization to execute this Settlement Participation Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



Exhibit K
Subdivision and Special District Settlement Participation Form

Governmental Entity: Marquette city	State: MI
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 (“*Teva Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Teva Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Teva Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Teva Settlement as provided therein.
2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Teva Settlement regarding Cessation of Litigation Activities.
3. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
4. The Governmental Entity agrees to the terms of the Teva Settlement pertaining to Subdivisions as defined therein.
5. By agreeing to the terms of the Teva Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the Teva Settlement solely for the purposes provided therein.
7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Teva Settlement.



8. The Governmental Entity has the right to enforce the Teva Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Teva Settlement, including but not limited to all provisions of Section V (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Teva Settlement are intended by Released Entities and the Governmental Entity to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Teva Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Teva Settlement.
11. In connection with the releases provided for in the Teva Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Teva Settlement.

12. Nothing herein is intended to modify in any way the terms of the Teva Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Teva Settlement in any respect, the Teva Settlement controls.



I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



EXHIBIT K**Subdivision Participation and Release Form**

Will your subdivision or special district be signing the settlement participation form for the CVS Settlement at this time?

☐ Yes ☐ No

Governmental Entity: Marquette city	State: MI
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 (“*CVS Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the CVS Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the CVS Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the CVS Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
3. The Governmental Entity agrees to the terms of the CVS Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the CVS Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the CVS Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the CVS Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the CVS Settlement.
7. The Governmental Entity has the right to enforce the CVS Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the CVS Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the CVS Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The CVS Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the CVS Settlement.
10. In connection with the releases provided for in the CVS Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the CVS Settlement.



11. Nothing herein is intended to modify in any way the terms of the CVS Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the CVS Settlement in any respect, the CVS Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



EXHIBIT K**Subdivision Participation Form**

Will your subdivision or special district be signing the settlement participation form for the Walmart Settlement at this time?

☐ Yes ☐ No

Governmental Entity: Marquette city	State: MI
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated November 14, 2022 ("Walmart Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Walmart Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walmart Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Walmart Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event within 14 days of the Effective Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopioidsettlement.com/>.
3. The Governmental Entity agrees to the terms of the Walmart Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Walmart Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Walmart Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walmart Settlement.
7. The Governmental Entity has the right to enforce the Walmart Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walmart Settlement, including but not limited to all provisions of Section X (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walmart Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walmart Settlement shall be a complete bar to any Released Claim.
9. In connection with the releases provided for in the Walmart Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walmart Settlement.

10. Nothing herein is intended to modify in any way the terms of the Walmart Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Walmart Settlement in any respect, the Walmart Settlement controls.



I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



MICHIGAN STATE-SUBDIVISION AGREEMENT FOR ALLOCATION OF ALLERGAN, TEVA, CVS, AND WALMART SETTLEMENT AGREEMENTS

The People of the State of Michigan and its communities have been harmed by misfeasance, nonfeasance, and malfeasance committed by certain entities within the pharmaceutical industry. The conduct of such Pharmaceutical Entities has caused, or contributed to the existence of, a public nuisance associated with the opioid public health epidemic.

The State, through its Attorney General, and Litigating Local Governments, through their elected representatives and counsel, are separately engaged in litigation seeking to hold the Pharmaceutical Entities accountable for the damage caused by their misfeasance, nonfeasance, and malfeasance by seeking compensation for past damages and imposing the equitable remedy of nuisance abatement. The State and Litigating Local Governments litigated their claims in their proprietary, sovereign, and quasi-sovereign capacities.

To allocate monetary payments received from these Pharmaceutical Entities, the State and Litigating Local Governments agree to the following State-Subdivision Agreement:

I. Definitions

As used in this Memorandum of Understanding (“MOU”):

- A. “Administrative Fund” is 0.3% of the Local Government Share.
- B. “Actual Attorney Fees” are the aggregate contingent fees paid to a Local Litigating Attorney for work performed for a Litigating Local Government for the Settlements and associated litigation, based on a Litigating Local Government’s Actual Total Recovery. This does not include any fee payments for common benefit work as defined by the Settlements.
- C. “Actual Total Recovery” is the aggregated monetary recovery that an individual Litigating Local Government receives, based on that Litigating Local Government’s Final Allocation Percentage and aggregate Local Government Share.
- D. “De minimis-share Local Government” is a Participating Local Government whose Final Allocation Percentage is less than .0083%.

- E. “Final Allocation Percentage” is a Participating Local Government’s Allocation Percentage as modified by the Litigation Adjustment. Attached as Exhibit A is the Final Allocation Percentage for each Local Government.
- F. “Litigating Local Government Attorneys” are the law firms who were retained by the Litigating Local Governments.
- G. “Litigating Local Government Attorney Fee Fund” (“LLGAFF”) is an annually adjusted percentage of the Local Government Share set aside for Projected Attorney Fee installment payments.
- H. “Litigating Local Governments” are the entities indicated as litigating in Exhibit C of this agreement.
- I. “Litigation Adjustment” is an adjustment applied to the Preliminary Allocation Percentage.
- J. “Local Government Share” is the portion of the Settlement Payments payable to Participating Local Governments pursuant to this State-Subdivision Agreement.
- K. “Local Governments” are the entities located within the geographic boundaries of the State of Michigan and identified in the Exhibits that identify the eligible Local Governments of each of the Settlements.
- L. “National Contingency Fee Fund” are the individual Contingency Fee Funds established in the Settlements to compensate Litigating Local Government Attorneys.
- M. “National Fund Administrator” is the Settlement Fund Administrator as defined by the Settlements.
- N. “Neutral Special Master” is an independent mediator selected by the State.
- O. “Opioid Remediation” is the term as defined by the Settlements.
- P. “Participating Local Governments” are the Local Governments who have signed a Participation Agreement for the Settlements.
- Q. “Parties” are the State and the Litigating Local Governments. The singular word “Party” shall mean either the State or Litigating Local Governments.
- R. “Pharmaceutical Entities” are the “Released Entities” as defined by the Settlements.

- S. “Preliminary Allocation Percentage” is the percentage listed for a Participating Local Government in Exhibit B of this agreement.
- T. “Projected Attorney Fees” are the anticipated contingent fees paid to a Litigating Local Government Attorney for work performed for a Litigating Local Government for the Settlements and associated litigation, based on a Litigating Local Government’s Projected Total Recovery. This does not include any fee payments for common benefit work as defined by the Settlements.
- U. “Projected Total Recovery” is the aggregated monetary recovery that an individual Litigating Local Government is projected to receive based on that Litigating Local Government’s Final Allocation Percentage and aggregate Local Government Share.
- V. “Settlements” are the Allergan, Teva, CVS, and Walmart national settlement agreements related to opioids and entered by the State in December 2022.
- W. “Settlement Payments” are scheduled monetary payments received through the Settlements.
- X. “Special Circumstance Fund” is 5% of the Local Government Share.
- Y. “State” is the State of Michigan acting through its Attorney General or her designees.
- Z. “State Share” is the portion of the Settlement Payments payable to the State pursuant to this State-Subdivision Agreement.

II. Terms

- 1. Participation in Settlements: The Parties agree that to participate in the Settlements, Local Governments must execute a Participation Agreement.
- 2. Opioid Remediation: All Settlement Payments shall be utilized by Participating Local Governments and the State for Opioid Remediation, except as otherwise allowed by the Settlements. A minimum of 70% of Settlement Payments must be used solely for future Opioid Remediation.

3. Distribution:

Settlement Payments are allocated as follows:

- 50% of Settlement Payments to the Local Government Share
- 50% of Settlement Payments to the State Share

4. Local Government Share Offset: Prior to Participating Local Governments receiving their Final Allocation Percentage of the Local Government Share, amounts will be deducted for the following funds:

- Administrative Fund
- Litigating Local Government Attorney Fee Fund
- Special Circumstance Fund

5. Litigation Adjustment: The Parties recognize that the Litigating Local Governments expended time, resources, and assumed risk in the pursuit of litigation against the Pharmaceutical Entities. In recognition of this commitment and contribution, the Litigating Local Governments are entitled to a Litigation Adjustment of 12%.

6. Accelerated Participation Payments: Prior to the distribution of the State Share, the National Fund Administrator shall allocate the Projected Total Recovery for all De minimis-share Local Governments from the State Share to those De minimis-share Local Governments. This allocation shall be made in the first Settlement Payment. In subsequent Settlement Payments, the National Fund Administrator shall direct distributions of all De minimis-share Local Governments to the State Share.

7. Non-Participant Reallocation: If a non-county Local Government does not participate in the Settlement, then that non-county Local Government's share shall revert to the county(ies) in which it is located. If a county Local Government does not participate in the Settlements, that county's share shall be reallocated to the Participating Local Governments.

8. Litigation Costs: To the extent that Litigating Local Government Attorneys receive cost reimbursement from the National Contingency Fee Fund, then such reimbursed costs shall be deducted from any remaining entitlement to costs as provided under individual retention agreements.

9. Attorney Fees:

- a. Attorney fee payments shall be paid from the LLGAFF, but only in years where Settlement Payments to the Local Government Share are greater than \$0.00.
- b. Projected Attorney Fees shall be calculated as 15% of an individual Litigating Local Government's Projected Total Recovery, as previously agreed upon in the Michigan State-Subdivision for the Distributor and Janssen Settlements. Projected Attorney Fees shall be paid in equal installments over the shorter of: (i) the first seven Settlement Payments; or (ii) the total number of Settlement Payments.
- c. Litigating Local Government Attorneys must apply to the National Contingency Fee Fund and seek the maximum allowable contribution to their fee. To the extent that a Litigating Local Government Attorney applies to the National Attorney Contingency Fee Fund and the National Attorney Contingency Fee Fund does not pay the Projected Attorney Fee annual installment payment, the LLGAFF shall pay the deficiency for that year. If a Litigating Local Government Attorney does not apply to the National Attorney Contingency Fee Fund, the LLGAFF shall not pay any deficiency. A Projected Attorney Fee payment from the LLGAFF may not exceed any restrictions in the Teva, Walmart, CVS, or Allergan Settlement Agreements, respectively, that restrict the amount of settlement funds that may be allocable to non-Opioid Remediation purposes from each of those settlements.
- d. Actual Attorney Fees shall be no greater than 15% of a Litigating Local Government's Actual Total Recovery.
- e. If a Litigating Local Government's Actual Total Recovery is less than the Projected Total Recovery, the Litigating Local Government Attorney shall return the amount received that is greater than 15% of the Litigating Local Government's Actual Total Recovery.
- f. The Parties shall endeavor to reconcile any timing discrepancies between fee payments from the National Contingency Fee Fund and the LLGAFF to assure payment of a 15% Attorney Fee.

10. Special Circumstance Fund: An application to receive additional funding for any local impact of the opioid epidemic that is not captured by a Local Government's Allocation Percentage may be submitted to

the Neutral Special Master for consideration. The Neutral Special Master will decide the additional funding to be paid, if any, to all applicants on an application-by-application basis. Any additional funding allocated under this paragraph shall only be paid from the Special Circumstance Fund. The deadline for initial applications shall be determined by the Michigan Department of Attorney General and reviewed for allocation determination by the Neutral Special Master. The allocation decisions of the Neutral Special Master shall be final and not appealable. Notwithstanding the foregoing, Local Governments may submit applications to revise the Special Circumstance Fund allocation determinations on March 29, 2030 to reflect changes in circumstances, and the Neutral Special Master may prospectively adjust the allocation of the Special Circumstance Fund at that time. Local Governments are limited to one application prior to the initial deadline and one subsequent application on March 29, 2030. Application to the Special Circumstance Fund may not be made with the express purpose of offsetting the Litigation Adjustment. The Neutral Special Master shall be paid solely from the Administrative Fund.

11. Allocation of Remaining Local Government Share: The remainder of the Local Government Share after offsets shall be distributed to Participating Local Governments in accordance with each Participating Local Government's Final Allocation Percentage.
12. Escrow Agent: An Escrow Agent shall be agreed upon by the State and a majority of the Litigating Local Governments to administer the distribution of the Local Government Share and all funds contained within it pursuant to this State-Subdivision Agreement. The Escrow Agent shall be entitled to a reasonable fee for their services, which shall be paid solely from the Administrative Fund. Alternatively, the Parties may explore whether the Escrow Agent's role can be fulfilled by the Settlement Fund Administrator as that term is defined in the Settlements.
13. Reversion to Local Government Share:
 - a. Any amounts remaining in the Administrative Fund shall remain in such fund until all anticipated administrative costs associated with implementation of this agreement have been paid, after which any remaining funds may revert to the Local Government Share for distribution to Participating Local Governments in accordance with their Final Allocation Percentage.

- b. Any amounts remaining in the LLGAFF after paying the Projected Attorney Fee annual installment payment shall revert to the Local Government Share for distribution to Participating Local Governments in accordance with their Final Allocation Percentage. Any amount reverted to the Local Government Share shall be distributed no later than the next Settlement Payment.

III. Other Terms and Conditions

1. Governing Law and Venue: This agreement will be governed by the laws of the State of Michigan. Any and all litigation arising under the agreement, unless otherwise specified in this agreement, will be instituted in either: (a) the Court that enters the Order if the matter deals with a matter covered by the Order and the Court retains jurisdiction; or (b) the appropriate State court in Michigan.
2. Modification: This agreement may only be modified by a written amendment between the appropriate Parties. No promises or agreements made after the execution of this agreement shall be binding unless expressly reduced to writing and signed by the Parties.
3. Execution in Counterparts: This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.
4. Assignment: The rights granted in this agreement may not be assigned or transferred by any Party without the prior written approval of the other Party. No Party shall be permitted to delegate its responsibilities or obligations under this agreement without the prior written approval of the other Parties.
5. Additional Documents: The Parties agree to cooperate fully and execute any and all supplementary documents and to take all additional actions which may be reasonably necessary or appropriate to give full force and effect to the basic terms and intent of this agreement.
6. Captions: The captions contained in this agreement are for convenience only and shall in no way define, limit, extend, or describe the scope of this agreement or any part of it.
7. Entire Agreement: This agreement, including any attachments, embodies the entire agreement of the Parties. There are no other provisions, terms, conditions, or obligations. This agreement

supersedes all previous oral or written communications, representations, or agreements on this subject.

8. Construction: The Parties hereto hereby mutually acknowledge and represent that they have been fully advised by their respective legal counsel of their rights and responsibilities under this agreement, that they have read, know, and understand completely the contents hereof, and that they have voluntarily executed the same. The Parties hereto further hereby mutually acknowledge that they have had input into the drafting of this agreement and that, accordingly, in any construction to be made of this agreement, it shall not be construed for or against any Party, but rather shall be given a fair and reasonable interpretation, based on the plain language of the agreement and the expressed intent of the Parties.
9. Capacity to Execute Agreement: The Parties represent and warrant that the individuals signing this agreement on their behalf are duly authorized and fully competent to do so.
10. Effectiveness: This agreement shall become effective on the date on which the last required signature is affixed to this agreement.

Exhibit A - Final Allocation Percentage

Local Government	Final Allocation Percentage
Ada Township	0.0043760292%
Adrian City	0.0339626660%
Alcona County	0.0934630120%
Alger County	0.0879526161%
Algoma Township	0.0017535337%
Allegan County	0.4616561194%
Allen Park City	0.0642202609%
Allendale Charter Township	0.0046474905%
Alpena County	0.3552568075%
Alpine Charter Township	0.0015193823%
Ann Arbor City	0.2767977793%
Antrim County	0.2666726546%
Antwerp Township	0.0007847494%
Arenac County	0.1805504891%
Auburn Hills City	0.0703250556%
Bangor Charter Township	0.0065282392%
Baraga County	0.0830046065%
Barry County	0.2587191476%
Bath Charter Township	0.0321460332%
Battle Creek City	0.2045817057%
Bay City	0.0685863654%
Bay County	1.2330105691%
Bedford Township	0.0246542442%
Benton Charter Township	0.0542117185%
Benzie County	0.1559709002%
Berkley City	0.0214483383%
Berrien County	1.4353012866%
Beverly Hills Village	0.0274893432%
Big Rapids City	0.0146444451%
Birmingham City	0.0616071651%
Bloomfield Charter Township	0.1431441040%
Branch County	0.3823020966%
Brandon Charter Township	0.0178348199%
Brighton Township	0.0006049341%
Brownstown Charter Township	0.0618601336%

Exhibit A - Final Allocation Percentage

Local Government	Final Allocation Percentage
Burton City	0.0198287415%
Byron Township	0.0085803473%
Cadillac City	0.0592857184%
Caledonia Charter Township	0.0027577830%
Calhoun County	1.8505476605%
Cannon Township	0.0033093395%
Canton Charter Township	0.2635381672%
Cascade Charter Township	0.0121186350%
Cass County	0.4127455392%
Charlevoix County	0.2142858041%
Cheboygan County	0.3167238809%
Chesterfield Charter Township	0.1262511644%
Chippewa County	0.2680205692%
Clare County	0.2799817433%
Clawson City	0.0139497332%
Clinton Charter Township	0.6524317943%
Clinton County	0.5402669012%
Coldwater City	0.0077283577%
Commerce Charter Township	0.0198854362%
Comstock Charter Township	0.0084518668%
Cooper Charter Township	0.0009590766%
Crawford County	0.2886253251%
Davison Township	0.0088446355%
Dearborn City	0.2996583319%
Dearborn Heights City	0.1053620175%
Delhi Charter Township	0.0196753105%
Delta Charter Township	0.0405538922%
Delta County	0.2604485158%
Detroit City	7.1316532282%
Dewitt Charter Township	0.0367701778%
Dickinson County	0.2772929170%
East Bay Township	0.0014646767%
East Grand Rapids City	0.0207354059%
East Lansing City	0.1928773141%
Eastpointe City	0.1677249820%
Eaton County	1.0040382409%
Egelston Township	0.0059203305%
Emmet County	0.1813256578%
Emmett Charter Township	0.0081390406%

Exhibit A - Final Allocation Percentage

Local Government	Final Allocation Percentage
Escanaba City	0.0181020848%
Farmington City	0.0220247278%
Farmington Hills City	0.1651189520%
Fenton Charter Township	0.0018526954%
Fenton City	0.0479607189%
Ferndale City	0.0891131349%
Flat Rock City	0.0171781967%
Flint Charter Township	0.0255754903%
Flint City	2.9548125615%
Flushing Charter Township	0.0037431147%
Fort Gratiot Charter Township	0.0094416381%
Fraser City	0.0800906838%
Frenchtown Charter Township	0.0488838534%
Fruitport Charter Township	0.0129270962%
Gaines Township, Kent County	0.0089914131%
Garden City	0.0360229820%
Garfield Charter Township	0.0004066570%
Genesee Charter Township	0.0129462245%
Genesee County	2.0590679068%
Genoa Township	0.0000756167%
Georgetown Charter Township	0.0072026921%
Gladwin County	0.2150307736%
Gogebic County	0.0746722684%
Grand Blanc Charter Township	0.0209833611%
Grand Haven Charter Township	0.0112761850%
Grand Haven City	0.0347728914%
Grand Rapids Charter Township	0.0037568289%
Grand Rapids City	1.3440310108%
Grand Traverse County	0.9233801980%
Grandville City	0.0278015743%
Gratiot County	0.3525172203%
Green Oak Township	0.0321695305%
Grosse Ile Township	0.0214222891%
Grosse Pointe Park City	0.0283111539%
Grosse Pointe Woods City	0.0201749251%
Hamburg Township	0.0339303208%
Hamtramck City	0.1082345398%
Harper Woods City	0.0302106475%
Harrison Charter Township	0.1242049355%

Exhibit A - Final Allocation Percentage

Local Government	Final Allocation Percentage
Hartland Township	0.0002916646%
Hazel Park City	0.0439995757%
Highland Charter Township	0.0175909627%
Highland Park City	0.0233942274%
Hillsdale County	0.4179678350%
Holland Charter Township	0.0174327221%
Holland City	0.0989468652%
Holly Township	0.0024496552%
Houghton County	0.2492720157%
Huron Charter Township	0.0404726923%
Huron County	0.1750661517%
Independence Charter Township	0.0493200938%
Ingham County	2.3910807430%
Inkster City	0.0997567285%
Ionia City	0.0268462855%
Ionia County	0.5494312513%
Iosco County	0.3597973006%
Iron County	0.1234778975%
Iron Mountain City	0.0102890430%
Isabella County	0.6406629239%
Jackson City	0.1975961131%
Jackson County	0.6486601285%
Kalamazoo Charter Township	0.0310860965%
Kalamazoo City	0.2263063196%
Kalamazoo County	2.2227072398%
Kalkaska County	0.0983797692%
Kent County	3.1145250537%
Kentwood City	0.0850489860%
Keweenaw County	0.0040439910%
Lake County	0.0815750848%
Lansing City	0.5944941436%
Lapeer County	0.4730735299%
Leelanau County	0.1385869500%
Lenawee County	0.8823792954%
Lenox Township	0.0066875918%
Leoni Township	0.0054332410%
Lincoln Charter Township	0.0106649534%
Lincoln Park City	0.0949381273%
Livingston County	1.4976536818%

Exhibit A - Final Allocation Percentage

Local Government	Final Allocation Percentage
Livonia City	0.4479740966%
Luce County	0.0715137352%
Lyon Charter Township	0.0036024341%
Mackinac County	0.0543490033%
Macomb County	8.6511046551%
Macomb Township	0.0646503489%
Madison Heights City	0.0862367299%
Manistee County	0.3495468254%
Marion Township, Livingston County	0.0001188263%
Marquette City	0.0187316345%
Marquette County	0.6035274193%
Mason County	0.2785770312%
Mecosta County	0.1984658748%
Melvindale City	0.0310542941%
Menominee County	0.0944228353%
Meridian Charter Township	0.0423078149%
Midland City	0.1806420880%
Midland County	0.3217601862%
Milford Charter Township	0.0038407489%
Missaukee County	0.0599227243%
Monitor Charter Township	0.0026396387%
Monroe Charter Township	0.0071543602%
Monroe City	0.1256002278%
Monroe County	1.7154393930%
Montcalm County	0.6957834128%
Montmorency County	0.0985848161%
Mount Clemens City	0.0300567479%
Mount Morris Charter Township	0.0148781594%
Mount Pleasant City	0.0213788564%
Mundy Charter Township	0.0090106554%
Muskegon Charter Township	0.0215634933%
Muskegon City	0.1044619233%
Muskegon County	1.9100374032%
Muskegon Heights City	0.0299042116%
New Baltimore City	0.0287085237%
Newaygo County	0.5231812721%
Niles City	0.0348555605%
Niles Township	0.0128680285%
Northville Charter Township	0.0937410512%

Exhibit A - Final Allocation Percentage

Local Government	Final Allocation Percentage
Norton Shores City	0.0419374121%
Novi City	0.0875890282%
Oak Park City	0.0620117462%
Oakland Charter Township	0.0163938462%
Oakland County	5.8535727114%
Oceana County	0.2437642147%
Oceola Township	0.0002160479%
Ogemaw County	0.6231253016%
Ontonagon County	0.0564870884%
Orion Charter Township	0.0289580279%
Osceola County	0.2155121864%
Oscoda County	0.0586611524%
Oshtemo Charter Township	0.0074328492%
Otsego County	0.3179205988%
Ottawa County	0.8861345094%
Owosso City	0.0358761118%
Oxford Charter Township	0.0131849087%
Park Township, Ottawa County	0.0041475564%
Pittsfield Charter Township	0.0284820374%
Plainfield Charter Township	0.0087988887%
Plymouth Charter Township	0.0369908346%
Pontiac City	0.3368814739%
Port Huron Charter Township	0.0086247881%
Port Huron City	0.1557098020%
Portage City	0.0586895466%
Presque Isle County	0.1629846795%
Redford Charter Township	0.1266652554%
Riverview City	0.0288390774%
Rochester City	0.0238536559%
Rochester Hills City	0.0403860572%
Romulus City	0.1043054582%
Roscommon County	0.4301836680%
Roseville City	0.2553592802%
Royal Oak City	0.1551263540%
Saginaw Charter Township	0.0413527002%
Saginaw City	0.2574050901%
Saginaw County	1.8052764386%
Sanilac County	0.3884585223%
Sault Ste. Marie City	0.1102861730%

Exhibit A - Final Allocation Percentage

Local Government	Final Allocation Percentage
Schoolcraft County	0.0471801158%
Scio Charter Township	0.0030790141%
Shelby Charter Township	0.3026860745%
Shiawassee County	0.8126041030%
South Lyon City	0.0154738400%
Southfield City	0.2350837642%
Southfield Township	0.0000665064%
Southgate City	0.0530873036%
Spring Lake Township	0.0062120900%
Springfield Charter Township	0.0026713434%
St Clair County	2.2355271010%
St Joseph County	0.2548942158%
St. Clair Shores City	0.2031104044%
Sterling Heights City	1.0536459782%
Sturgis City	0.0358119958%
Summit Township, Jackson County	0.0087972622%
Superior Charter Township	0.0072444420%
Taylor City	0.2249624195%
Texas Charter Township	0.0031110081%
Thomas Township	0.0075956313%
Traverse City	0.0694748751%
Trenton City	0.0287924922%
Troy City	0.1410325234%
Tuscola County	0.4964109876%
Tyrone Township, Livingston County	0.0057576762%
Union Charter Township	0.0000306095%
Van Buren Charter Township	0.0769291491%
Van Buren County	0.4558652989%
Vienna Charter Township, Genesee County	0.0051656581%
Walker City	0.0344878971%
Warren City	1.3154129040%
Washington Township, Macomb County	0.0483326054%
Washtenaw County	2.6615292034%
Waterford Charter Township	0.1306353444%
Wayne City	0.0938477712%
Wayne County	11.4087527346%
West Bloomfield Charter Township	0.1567169672%
Westland City	0.3653116491%
Wexford County	0.3345381450%

Exhibit A - Final Allocation Percentage

Local Government	Final Allocation Percentage
White Lake Charter Township	0.0349824061%
Wixom City	0.0220746076%
Woodhaven City	0.0341752498%
Wyandotte City	0.0583665385%
Wyoming City	0.1526406854%
Ypsilanti Charter Township	0.0345854854%
Ypsilanti City	0.0536952762%
Zeeland Charter Township	0.0036753989%
Blackman Charter Township	0.0000000000%
Detroit Wayne Mental Health Authority	0.0000000000%
Total	100.0000000000%

Exhibit B - Preliminary Allocation Percentage

Local Government	Preliminary Allocation Percentage
Ada Township	0.0073233482%
Adrian City	0.0568370128%
Alcona County	0.0834491179%
Alger County	0.0785291215%
Algoma Township	0.0029345640%
Allegan County	0.7725881935%
Allen Park City	0.1074735355%
Allendale Charter Township	0.0077776425%
Alpena County	0.3171935781%
Alpine Charter Township	0.0025427083%
Ann Arbor City	0.4632250874%
Antrim County	0.2381005845%
Antwerp Township	0.0013132895%
Arenac County	0.1612057938%
Auburn Hills City	0.1176899978%
Bangor Charter Township	0.0109251027%
Baraga County	0.0741112558%
Barry County	0.4329702358%
Bath Charter Township	0.0537968516%
Battle Creek City	0.3423704436%
Bay City	0.1147802745%
Bay County	1.1009022938%
Bedford Township	0.0412592343%
Benton Charter Township	0.0907240950%
Benzie County	0.1392597323%
Berkley City	0.0358941044%
Berrien County	1.2815190059%
Beverly Hills Village	0.0460038135%
Big Rapids City	0.0245076907%
Birmingham City	0.1031004819%
Bloomfield Charter Township	0.2395537286%
Branch County	0.3413411577%
Brandon Charter Township	0.0298468290%
Brighton Township	0.0010123659%
Brownstown Charter Township	0.1035238283%

Exhibit B - Preliminary Allocation Percentage

Local Government	Preliminary Allocation Percentage
Burton City	0.0331836857%
Byron Township	0.0143593354%
Cadillac City	0.0992155073%
Caledonia Charter Township	0.0046151897%
Calhoun County	1.6522746969%
Cannon Township	0.0055382276%
Canton Charter Township	0.2353019350%
Cascade Charter Township	0.0202807109%
Cass County	0.3685228029%
Charlevoix County	0.1913266108%
Cheboygan County	0.2827891794%
Chesterfield Charter Township	0.2112831498%
Chippewa County	0.2393040796%
Clare County	0.4685534972%
Clawson City	0.0233450803%
Clinton Charter Township	0.5825283878%
Clinton County	0.4823811618%
Coldwater City	0.0129335184%
Commerce Charter Township	0.0332785651%
Comstock Charter Township	0.0141443213%
Cooper Charter Township	0.0016050286%
Crawford County	0.2577011831%
Davison Township	0.0148016255%
Dearborn City	0.5014825529%
Dearborn Heights City	0.1763248603%
Delhi Charter Township	0.0329269168%
Delta Charter Township	0.0678675252%
Delta County	0.2325433177%
Detroit City	6.3675475252%
Dewitt Charter Township	0.0615354244%
Dickinson County	0.2475829616%
East Bay Township	0.0024511576%
East Grand Rapids City	0.0347010017%
East Lansing City	0.1722118876%
Eastpointe City	0.2806901834%
Eaton County	0.8964627151%
Egelston Township	0.0099077587%
Emmet County	0.3034511111%
Emmett Charter Township	0.0136208021%

Exhibit B - Preliminary Allocation Percentage

Local Government	Preliminary Allocation Percentage
Escanaba City	0.0161625757%
Farmington City	0.0368587005%
Farmington Hills City	0.2763289545%
Fenton Charter Township	0.0031005125%
Fenton City	0.0802629568%
Ferndale City	0.1491321203%
Flat Rock City	0.0287479606%
Flint Charter Township	0.0428009530%
Flint City	2.6382255013%
Flushing Charter Township	0.0062641566%
Fort Gratiot Charter Township	0.0158007179%
Fraser City	0.1340329179%
Frenchtown Charter Township	0.0818078358%
Fruitport Charter Township	0.0216336824%
Gaines Township, Kent County	0.0150472599%
Garden City	0.0602849815%
Garfield Charter Township	0.0006805464%
Genesee Charter Township	0.0216656939%
Genesee County	1.8384534882%
Genoa Township	0.0001265457%
Georgetown Charter Township	0.0120538094%
Gladwin County	0.3598571100%
Gogebic County	0.1249651212%
Grand Blanc Charter Township	0.0351159584%
Grand Haven Charter Township	0.0188708587%
Grand Haven City	0.0581929367%
Grand Rapids Charter Township	0.0062871075%
Grand Rapids City	1.2000276882%
Grand Traverse County	0.8244466054%
Grandville City	0.0465263367%
Gratiot County	0.3147475181%
Green Oak Township	0.0538361746%
Grosse Ile Township	0.0358505107%
Grosse Pointe Park City	0.0473791255%
Grosse Pointe Woods City	0.0337630289%
Hamburg Township	0.0567828826%
Hamtramck City	0.1811320680%
Harper Woods City	0.0505579556%
Harrison Charter Township	0.1108972638%

Exhibit B - Preliminary Allocation Percentage

Local Government	Preliminary Allocation Percentage
Hartland Township	0.0004881050%
Hazel Park City	0.0736339264%
Highland Charter Township	0.0294387306%
Highland Park City	0.0391505779%
Hillsdale County	0.3731855670%
Holland Charter Township	0.0291739126%
Holland City	0.1655890102%
Holly Township	0.0040995334%
Houghton County	0.2225642997%
Huron Charter Township	0.0361363324%
Huron County	0.2929757372%
Independence Charter Township	0.0825378903%
Ingham County	2.1348935205%
Inkster City	0.1669443281%
Ionia City	0.0449276471%
Ionia County	0.4905636172%
Iosco County	0.3212475898%
Iron County	0.1102481228%
Iron Mountain City	0.0091866455%
Isabella County	0.5720204678%
Jackson City	0.1764251010%
Jackson County	1.0855421077%
Kalamazoo Charter Township	0.0520230321%
Kalamazoo City	0.3787268993%
Kalamazoo County	1.9845600355%
Kalkaska County	0.1646399668%
Kent County	2.7808259408%
Kentwood City	0.1423307082%
Keweenaw County	0.0067676775%
Lake County	0.0728348971%
Lansing City	0.5307983425%
Lapeer County	0.7916953951%
Leelanau County	0.1237383482%
Lenawee County	0.7878386566%
Lenox Township	0.0111917816%
Leoni Township	0.0090926074%
Lincoln Charter Township	0.0178479538%
Lincoln Park City	0.1588803292%
Livingston County	1.3371907873%

Exhibit B - Preliminary Allocation Percentage

Local Government	Preliminary Allocation Percentage
Livonia City	0.3999768720%
Luce County	0.0638515493%
Lyon Charter Township	0.0060287256%
Mackinac County	0.0909538431%
Macomb County	7.7242005849%
Macomb Township	0.1081932941%
Madison Heights City	0.1443184148%
Manistee County	0.3120953798%
Marion Township, Livingston County	0.0001988576%
Marquette City	0.0313476613%
Marquette County	0.5388637672%
Mason County	0.2487294921%
Mecosta County	0.3321355122%
Melvindale City	0.0519698104%
Menominee County	0.1580179806%
Meridian Charter Township	0.0708027402%
Midland City	0.3023071472%
Midland County	0.5384703258%
Milford Charter Township	0.0064275489%
Missaukee County	0.1002815458%
Monitor Charter Township	0.0044174736%
Monroe Charter Township	0.0119729252%
Monroe City	0.2101937979%
Monroe County	1.5316423152%
Montcalm County	0.6212351900%
Montmorency County	0.0880221572%
Mount Clemens City	0.0503004024%
Mount Morris Charter Township	0.0248988150%
Mount Pleasant City	0.0357778255%
Mundy Charter Township	0.0150794621%
Muskegon Charter Township	0.0360868180%
Muskegon City	0.1748185396%
Muskegon County	1.7053905386%
Muskegon Heights City	0.0500451306%
New Baltimore City	0.0480441296%
Newaygo County	0.4671261358%
Niles City	0.0583312847%
Niles Township	0.0215348319%
Northville Charter Township	0.0836973671%

Exhibit B - Preliminary Allocation Percentage

Local Government	Preliminary Allocation Percentage
Norton Shores City	0.0701828658%
Novi City	0.1465815056%
Oak Park City	0.1037775542%
Oakland Charter Township	0.0274353387%
Oakland County	5.2264042066%
Oceana County	0.2176466203%
Oceola Township	0.0003615593%
Ogemaw County	0.5563618764%
Ontonagon County	0.0504349004%
Orion Charter Township	0.0484616785%
Osceola County	0.1924215950%
Oscoda County	0.0981702870%
Oshtemo Charter Township	0.0124389806%
Otsego County	0.2838576775%
Ottawa County	1.4829589190%
Owosso City	0.0600391920%
Oxford Charter Township	0.0220651355%
Park Township, Ottawa County	0.0069409957%
Pittsfield Charter Township	0.0254303905%
Plainfield Charter Township	0.0147250675%
Plymouth Charter Township	0.0619046968%
Pontiac City	0.3007870303%
Port Huron Charter Township	0.0144337077%
Port Huron City	0.2605826060%
Portage City	0.0982178051%
Presque Isle County	0.1455220353%
Redford Charter Township	0.2119761371%
Riverview City	0.0482626131%
Rochester City	0.0399194381%
Rochester Hills City	0.0675866509%
Romulus City	0.0931298734%
Roscommon County	0.3840925607%
Roseville City	0.4273474490%
Royal Oak City	0.2596061973%
Saginaw Charter Township	0.0692043420%
Saginaw City	0.4307711416%
Saginaw County	1.6118539630%
Sanilac County	0.3468379663%
Sault Ste. Marie City	0.0984697973%

Exhibit B - Preliminary Allocation Percentage

Local Government	Preliminary Allocation Percentage
Schoolcraft County	0.0789566063%
Scio Charter Township	0.0051527746%
Shelby Charter Township	0.5065495239%
Shiawassee County	0.7255393777%
South Lyon City	0.0258956950%
Southfield City	0.3934160797%
Southfield Township	0.0001112995%
Southgate City	0.0888423705%
Spring Lake Township	0.0103960225%
Springfield Charter Township	0.0044705319%
St Clair County	1.9960063402%
St Joseph County	0.4265691571%
St. Clair Shores City	0.3399081996%
Sterling Heights City	0.9407553377%
Sturgis City	0.0599318930%
Summit Township, Jackson County	0.0147223455%
Superior Charter Township	0.0121236785%
Taylor City	0.3764778630%
Texas Charter Township	0.0052063171%
Thomas Township	0.0127113988%
Traverse City	0.0620311385%
Trenton City	0.0481846521%
Troy City	0.2360199679%
Tuscola County	0.4432240961%
Tyrone Township, Livingston County	0.0096355544%
Union Charter Township	0.0000512255%
Van Buren Charter Township	0.0686867403%
Van Buren County	0.7628971716%
Vienna Charter Township, Genesee County	0.0086448035%
Walker City	0.0577159947%
Warren City	1.1744758071%
Washington Township, Macomb County	0.0808853142%
Washtenaw County	2.3763653602%
Waterford Charter Township	0.2186201385%
Wayne City	0.0837926529%
Wayne County	10.1863863702%
West Bloomfield Charter Township	0.2622681115%
Westland City	0.3261711153%
Wexford County	0.2986947723%

Exhibit B - Preliminary Allocation Percentage

Local Government	Preliminary Allocation Percentage
White Lake Charter Township	0.0585435626%
Wixom City	0.0369421752%
Woodhaven City	0.0571927749%
Wyandotte City	0.0976772465%
Wyoming City	0.2554463949%
Ypsilanti Charter Township	0.0578793100%
Ypsilanti City	0.0898598214%
Zeeland Charter Township	0.0061508332%
Blackman Charter Township	0.0000000000%
Detroit Wayne Mental Health Authority	0.0000000000%
Total	100.0000000003%

Exhibit C - Litigating Local Governments

Local Government	Litigating Local Government
Ada Township	
Adrian City	
Alcona County	Yes
Alger County	Yes
Algoma Township	
Allegan County	
Allen Park City	
Allendale Charter Township	
Alpena County	Yes
Alpine Charter Township	
Ann Arbor City	
Antrim County	Yes
Antwerp Township	
Arenac County	Yes
Auburn Hills City	
Bangor Charter Township	
Baraga County	Yes
Barry County	
Bath Charter Township	
Battle Creek City	
Bay City	
Bay County	Yes
Bedford Township	
Benton Charter Township	
Benzie County	Yes
Berkley City	
Berrien County	Yes
Beverly Hills Village	
Big Rapids City	
Birmingham City	
Bloomfield Charter Township	
Branch County	Yes
Brandon Charter Township	
Brighton Township	
Brownstown Charter Township	

Local Government	Litigating Local Government
Burton City	
Byron Township	
Cadillac City	
Caledonia Charter Township	
Calhoun County	Yes
Cannon Township	
Canton Charter Township	Yes
Cascade Charter Township	
Cass County	Yes
Charlevoix County	Yes
Cheboygan County	Yes
Chesterfield Charter Township	
Chippewa County	Yes
Clare County	
Clawson City	
Clinton Charter Township	Yes
Clinton County	Yes
Coldwater City	
Commerce Charter Township	
Comstock Charter Township	
Cooper Charter Township	
Crawford County	Yes
Davison Township	
Dearborn City	
Dearborn Heights City	
Delhi Charter Township	
Delta Charter Township	
Delta County	Yes
Detroit City	Yes
Dewitt Charter Township	
Dickinson County	Yes
East Bay Township	
East Grand Rapids City	
East Lansing City	Yes
Eastpointe City	
Eaton County	Yes
Egelston Township	
Emmet County	
Emmett Charter Township	

Exhibit C - Litigating Local Governments

Local Government	Litigating Local Government
Escanaba City	Yes
Farmington City	
Farmington Hills City	
Fenton Charter Township	
Fenton City	
Ferndale City	
Flat Rock City	
Flint Charter Township	
Flint City	Yes
Flushing Charter Township	
Fort Gratiot Charter Township	
Fraser City	
Frenchtown Charter Township	
Fruitport Charter Township	
Gaines Township, Kent County	
Garden City	
Garfield Charter Township	
Genesee Charter Township	
Genesee County	Yes
Genoa Township	
Georgetown Charter Township	
Gladwin County	
Gogebic County	
Grand Blanc Charter Township	
Grand Haven Charter Township	
Grand Haven City	
Grand Rapids Charter Township	
Grand Rapids City	Yes
Grand Traverse County	Yes
Grandville City	
Gratiot County	Yes
Green Oak Township	
Grosse Ile Township	
Grosse Pointe Park City	
Grosse Pointe Woods City	
Hamburg Township	
Hamtramck City	
Harper Woods City	
Harrison Charter Township	Yes

Exhibit C - Litigating Local Governments

Local Government	Litigating Local Government
Hartland Township	
Hazel Park City	
Highland Charter Township	
Highland Park City	
Hillsdale County	Yes
Holland Charter Township	
Holland City	
Holly Township	
Houghton County	Yes
Huron Charter Township	Yes
Huron County	
Independence Charter Township	
Ingham County	Yes
Inkster City	
Ionia City	
Ionia County	Yes
Iosco County	Yes
Iron County	Yes
Iron Mountain City	Yes
Isabella County	Yes
Jackson City	Yes
Jackson County	
Kalamazoo Charter Township	
Kalamazoo City	
Kalamazoo County	Yes
Kalkaska County	
Kent County	Yes
Kentwood City	
Keweenaw County	
Lake County	Yes
Lansing City	Yes
Lapeer County	
Leelanau County	Yes
Lenawee County	Yes
Lenox Township	
Leoni Township	
Lincoln Charter Township	
Lincoln Park City	
Livingston County	Yes

Local Government	Litigating Local Government
Livonia City	Yes
Luce County	Yes
Lyon Charter Township	
Mackinac County	
Macomb County	Yes
Macomb Township	
Madison Heights City	
Manistee County	Yes
Marion Township, Livingston County	
Marquette City	
Marquette County	Yes
Mason County	Yes
Mecosta County	
Melvindale City	
Menominee County	
Meridian Charter Township	
Midland City	
Midland County	
Milford Charter Township	
Missaukee County	
Monitor Charter Township	
Monroe Charter Township	
Monroe City	
Monroe County	Yes
Montcalm County	Yes
Montmorency County	Yes
Mount Clemens City	
Mount Morris Charter Township	
Mount Pleasant City	
Mundy Charter Township	
Muskegon Charter Township	
Muskegon City	
Muskegon County	Yes
Muskegon Heights City	
New Baltimore City	
Newaygo County	Yes
Niles City	
Niles Township	
Northville Charter Township	Yes

Exhibit C - Litigating Local Governments

Local Government	Litigating Local Government
Norton Shores City	
Novi City	
Oak Park City	
Oakland Charter Township	
Oakland County	Yes
Oceana County	Yes
Oceola Township	
Ogemaw County	Yes
Ontonagon County	Yes
Orion Charter Township	
Osceola County	Yes
Oscoda County	
Oshtemo Charter Township	
Otsego County	Yes
Ottawa County	
Owosso City	
Oxford Charter Township	
Park Township, Ottawa County	
Pittsfield Charter Township	Yes
Plainfield Charter Township	
Plymouth Charter Township	
Pontiac City	Yes
Port Huron Charter Township	
Port Huron City	
Portage City	
Presque Isle County	Yes
Redford Charter Township	
Riverview City	
Rochester City	
Rochester Hills City	
Romulus City	Yes
Roscommon County	Yes
Roseville City	
Royal Oak City	
Saginaw Charter Township	
Saginaw City	
Saginaw County	Yes
Sanilac County	Yes
Sault Ste. Marie City	Yes

Exhibit C - Litigating Local Governments

Local Government	Litigating Local Government
Schoolcraft County	
Scio Charter Township	
Shelby Charter Township	
Shiawassee County	Yes
South Lyon City	
Southfield City	
Southfield Township	
Southgate City	
Spring Lake Township	
Springfield Charter Township	
St Clair County	Yes
St Joseph County	
St. Clair Shores City	
Sterling Heights City	Yes
Sturgis City	
Summit Township, Jackson County	
Superior Charter Township	
Taylor City	
Texas Charter Township	
Thomas Township	
Traverse City	Yes
Trenton City	
Troy City	
Tuscola County	Yes
Tyrone Township, Livingston County	
Union Charter Township	
Van Buren Charter Township	Yes
Van Buren County	
Vienna Charter Township, Genesee County	
Walker City	
Warren City	Yes
Washington Township, Macomb County	
Washtenaw County	Yes
Waterford Charter Township	
Wayne City	Yes
Wayne County	Yes
West Bloomfield Charter Township	
Westland City	Yes
Wexford County	Yes

Exhibit C - Litigating Local Governments

Local Government	Litigating Local Government
White Lake Charter Township	
Wixom City	
Woodhaven City	
Wyandotte City	
Wyoming City	
Ypsilanti Charter Township	
Ypsilanti City	
Zeeland Charter Township	
Blackman Charter Township	
Detroit Wayne Mental Health Authority	Yes
Total	

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 3/27/2023

Consent Agenda - Roll Call Vote **Schedule Public Hearing - Land Development Code Amendments**

BACKGROUND:

On March 21, 2023, the Planning Commission conducted a Public Hearing for the consideration of a comprehensive set of amendments to the Land Development Code that had been the subject of several months of work and refinement before this meeting. After considering the proposed amendments and conducting a Public Hearing, the Planning Commission approved the following motion:

It was moved by D. Fetter, and seconded by A. Andres, and carried 7-0 that after review of the draft Land Development Code (LDC) amendments presented as case 01-ZOA-03-2023, 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 and therefore are justified and appropriate and therefore should be approved by the City Commission as presented.

In the attached draft ordinance, strikethroughs indicate repealed content, while yellow highlights indicate newly added material.

FISCAL EFFECT:

None.

RECOMMENDATION:

Schedule a Public Hearing for the April 24, 2023 City Commission meeting to consider adoption of Ordinance 720, which would make several amendments to the Land Development Code.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▢ Ordinance 720 01-ZOA-03-2023 LDC Updates

ORDINANCE #720

AN ORDINANCE TO AMEND SEVERAL SECTIONS OF MARQUETTE CITY CODE CHAPTER 54 – LAND DEVELOPMENT CODE:

ARTICLE 2 - DEFINITIONS

ARTICLE 3 – ZONING DISTRICTS AND MAP

ARTICLE 4 – SCHEDULE AND REGULATIONS

ARTICLE 5 – SUPPLEMENTAL ZONING DISTRICT STANDARDS

ARTICLE 6 – STANDARDS APPLICABLE TO SPECIFIC LAND USES

ARTICLE 7 – GENERAL PROVISIONS

ARTICLE 9 – PARKING, LOADING AND ACCESS MANAGEMENT

ARTICLE 10 – LANDSCAPING AND SCREENING

ARTICLE 11 – SIGNS

ARTICLE 12 – NONCONFORMITIES

ARTICLE 14 – ADMINISTRATIVE PROCEDURES

SUMMARY. This ordinance is intended to update the Land Development Code in several areas, where the need for improvements has been identified by staff and the City Planning Commission.

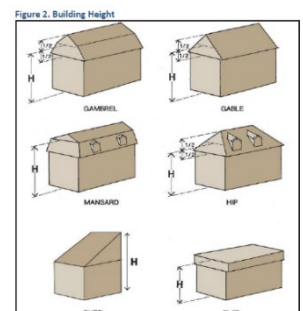
SECTION 1. Article 2- Definitions

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

Article 2 Definitions

Section 54.202 Specific Terms

(28) Building, Height: The vertical distance between the average grade (see definition of “Grade”) and the highest point of the roof surface for flat roofs; to the deck line of Mansard roofs; the average height between eaves and ridge for gable, hip, and gambrel roofs; and the average height between the lowest point and the highest point on a shed roof and the maximum height of the highest wall for a shed roof. (See Figure 2. Building Height)



(34) Carport: A carport is a covered structure consisting of a roof supported on posts used to offer limited protection to vehicles, primarily cars, from rain and snow. The structure can either be free standing or attached to a wall. Unlike most structures, a carport does not have four walls, and usually has one or two.

(345) Child Care or Day Care, Family Home: A private home in which more than one (1) but less than six (6) as many as seven (7) minor children are received for care and supervision for periods of less than 24 hours a day, unattended by a parent or legal guardian, except children related to an adult member of the family by blood, marriage, or adoption. A family day care home includes a home that gives care to an unrelated child for more than four (4) weeks during a calendar year. All family day care homes shall be registered with or licensed by the Michigan Department of Licensing and Regulatory Affairs or successor agency.

(356) Child Care or Day Care, Group Home: A private home in which more than six (6) but not more than 12 as many as fourteen 14 minor children are given care and supervision for periods of less than 24 hours a day, unattended by a parent or legal guardian, except children related to an adult member of the family by blood, marriage, or adoption. Group day care home includes a home that gives care to an unrelated minor child for more than four (4) weeks during a calendar year. All group day care homes shall be registered with or licensed by the Michigan Department of Licensing and Regulatory Affairs or successor agency.

(423) Condominium: A condominium project established in conformance with the Michigan Condominium Act (Act 59 of 1978), except the subcategory of Site Condominiums as defined in this section.

(434) Condominium Act: Michigan Public Act 59, 1978, as amended.

(456) Condominium General Common Elements: Condominium General Common Elements may include, but is not limited to, the following, as defined by the condominium master deed and subdivision plan:

- (a) The land in the condominium project;
- (b) The foundations, main walls, exterior of the building, roofs, halls, lobbies, stairway entrances, exits or communication ways;
- (c) The basements, flat roofs, yards and gardens, except as otherwise provided or stipulated;
- ~~(d) The premises for the use of janitors or persons in charge of the condominium project, including lodging,~~
except as otherwise provided or stipulated;
- ~~(e)~~ (d) The compartments or installations of central services such as heating, power, light, gas, cold and hot water, refrigeration, air-conditioning, reservoirs, water tanks and, pumps, and the like;
- ~~(f)~~ (e) The elevators, incinerators and, in general, all devices or installations existing for common use; and;
- ~~(g)~~ (f) All other elements of the condominium project owned in common and intended for the common use or necessary to the existence, upkeep and safety of the project.

(49) Condominium, Site: A condominium project established in conformance with the Condominium Act, and in which each condominium unit is for single-family use and the building or buildings (which could include a detached garage or shed) located on each condominium unit is completely detached from the building(s) located on other condominium units. Additionally, no part of any building located on a unit, land upon which the building sits, or airspace above the building may be defined as a common element of the condominium project.

(4850) Condominium Subdivision Plan: A plan meeting the requirements of Section 66 of the Condominium Act, which shall consist of: site, survey and utility plans; floor plans; and Sections, as appropriate showing the existing and proposed structures and improvements including the location thereof on the land. The condominium subdivision plan shall show the size, location, area, vertical boundaries and volume for each unit comprised of enclosed air space. A number shall be assigned to each condominium unit. The condominium subdivision plan shall include the nature, location and approximate size of common elements. The condominium subdivision plan shall also include the adopted site plan and/or Exhibit B as required by the Condominium Act P.A. 59 of 1978, as amended.

(85) Footprint, Building: The enclosed area within the exterior walls of a building. For example, a building with exterior wall dimensions of 40 ft. x 100 ft. has a footprint of 4,000 square feet (40' x 100'). Roof eaves/projections are not included in the calculation for the building footprint. Also known as "floor-plate".

(108) Hostel – A lodging facility that has some dormitory-style sleeping and bathroom arrangements, communal gathering space and sometimes cooking/eating facilities. A hostel may offer meals and planned activities, but typically have few amenities. A hostel is not a home or a short-term rental, and has on-site management at all times when guests/patrons are present.

(118) Light Vehicle/Equipment Sales and Display. Includes indoor and outdoor display and storage of vehicles for sales or rental by a licensed car or motorcycle dealer, which may include a car wash facility. Also new or used equipment that has a small motor (such as lawn tractors and snowblowers), and related accessories such as trailers, plow gear, lawn and garden equipment.

(12732) Manufacturing, Light: Light manufacturing refers to industrial or commercial activity that uses small or moderate amounts of raw, or partially processed, or processed materials to produce items of relatively high value per unit weight or of higher value. Light manufacture is most often associated with batches or discrete production runs. Normally absent from light manufacturing facilities are any type of heavy machinery, welding operations, cranes, or hazardous materials. The manufacturing of clothes, furniture, consumer electronics, household items, jewelry, pottery, food, and beverages for sale are some examples of light manufacturing. In determining whether a use is classified as light manufacturing or some other classification of use (e.g., heavy manufacturing, commercial, accessory use, home occupation, etc.), the Zoning Administrator shall consider the material, process, quantities, relation to any applicable laws such as the Michigan Cottage Food Law, revenue generated or forecast, and/or other similar factors. For example purposes only, the food preparation use for a restaurant or caterer is classified as an accessory use to the principal use.

(134) Marihuana Educational Research: A marihuana educational research license means a person licensed to obtain marihuana from a marihuana establishment, produce marihuana products, perform research on marihuana and marihuana products, and dispose of marihuana and marihuana products.

(140) Marihuana Microbusiness - Class A: Marihuana Class A Microbusiness – means a person licensed to cultivate not more than 300 marihuana plants; package marihuana and marihuana products, purchase concentrate and other marihuana products from a licensed processor; and sell or otherwise transfer marihuana and marihuana products to individuals who are 21 years of age or older; and transfer marihuana to a marihuana safety compliance facility for testing.

(168) Off-site Parking Spot: An approved location for the provision of required off-street parking, other than the property upon which the development is proposed or built that triggered the related minimum vehicle parking requirement.

(23947) Warehousing/Storage Facilities: A use engaged primarily in indoor storage (commercial or personal materials), wholesale, and distribution of goods, products, supplies, and equipment, excluding bulk storage of materials.

(24250) Waterway. For the purposes of this Ordinance, waterways shall include lakes, rivers, stream channels, brooks, drains, and other riparian water bodies that are mapped in the City's Geographic Information System stream layer. illustrated on the Official Zoning Map.

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

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
Residential Uses														
Adult Foster Care, Family Home	P	P	P	P	P	P								
Adult Foster Care, Large Group Home			S											Section 54.602
Adult Foster Care, Small Group Home	P	P	P		P									Section 54.602
Child or Day Care, Family Home	P	P	P	P	P	P								
Child or Day Care, Group Home	S	S	S		S									Section 54.608
Dwelling, Accessory Unit	P	P	P		P	P								Section 54.612
Dwelling, Intentional Community	S	S	S		S	S								Section 54.614
Dwelling, Live/Work					P	P								Section 54.615
Dwelling, Multiple-Family			P		P	P								Section 54.616
Dwelling, Single-Family Attached			P		P	S								
Dwelling, Single-Family Detached	P	P	P		P	S								Section 54.617
Dwelling, Two-Family (Duplex)	S	S	P		P	P								Section 54.613
Foster Family Group Home	S	S	S		S	S								
Foster Family Home	P	P	P		P	P								
Home Occupation	P	P	P		P	P								Section 54.621
Home Office	P	P	P		P	P								Section 54.622
Mobile Home Park				P										Section 54.6301
Nursing Home, Convalescent Home, Extended Care Facility, Assisted Living Facility			S		S	S								Section 54.6323
Residential Limited Animal Keeping	P	P												Section 54.6423
Lodging Uses														
Bed and Breakfast			S		S	S								Section 54.603
Bed and Breakfast Inn					S	S								Section 54.604
Domestic Violence Abuse Shelter			S		S	S								Section 54.610
Fraternity or Sorority House			S		S	S								
Halfway House			S		S									Section 54.620
Homeless Shelter					S	S								Section 54.623
Homestays and Vacation Home Rentals	P	P	P		P	P								Section 54.624
Hospital Hospitality House		S			S	S								Section 54.626
<u>Hostel</u>			<u>S</u>		<u>S</u>	<u>S</u>	<u>S</u>							Section 54.644
Hotel or Motel					S	S	P	P						

Land Use	LDR	MDR	MFR	MHP	MU	CBD	GC	RC	M	C	I-M	CR	BLP	Use Standards
Rooming House			S		S	S	S							Section 54.6434
Supportive Housing Facility, Transitional and/or Permanent	S	S	P		S	S								Section 54.6467
Medical Uses														
Emergency Services					P	P	P	P						
Health Services					P	P	P	P						
Hospice					P	P	P	P						
Hospital			S		S	S	S	S						Section 54.625
Medical Hospital Related Accessory Uses					P	P	P	P						
Medical Hospital - Related Office or Uses					P	P	P	P						Section 54.634
Medical Hospital Related Uses					P	P	P	P						
Office, Medical					P	P	P	P			P			Section 54.6334
Veterinary Clinic (Domestic Animals Only)					P	P	P	P			P			
Public and Quasi-Public Uses														
Cemetery	S	S	S						P	P				Section 54.606
Public or Governmental Building	S	S	S		P	P	P	P	P	P	P	P	P	
Recreational Use, Land Intensive												S	S	Section 54.6491
Recreational Use, Public	S	S	S		S	S	S	S	P	P		P	P	
Religious Institution	S	S	S		P	S	P	P			P			Section 54.6412
School, Primary or Secondary	S	S	S		S	S			P	P				Section 54.6445
School, University		S	S		S	S			P	P				Section 54.607
Commercial and Retail Uses														
Adult Entertainment Uses											S			Section 54.601
Bar					S	P	P	P						
Child Care Center or Day Care Center	S	S			P	S	P	P						Section 54.609
Drive-Through Uses					P	P	P	P						Section 54.611
Farmers' Markets					P	P	P	P	P	P				Section 54.618
Gasoline Service Stations						S	P	P			P			
Indoor Recreation					P	P	P	P	P	P	P			
Light Vehicle/Equipment Sales and Display						P	P	P						Section 54.628
Office, Professional					P	P	P	P	P	P	P			Section 54.6334
Outdoor Entertainment and Community Events (Principal Use or Accessory Use)					S	P	S	S	P	P		P		Section 54.6356 (C) or (D)
Outdoor Entertainment and Community Events (Temporary Use)	P	P	P	P	P	P	P	P	P	P	P	P	P	Section 54.6356 (B)
Outdoor Alcoholic Beverage Service					S	P	P	P				P		Section 54.6367
Outdoor Food & Non-Alcoholic Beverage Service					P	P	P	P				P		Section 54.6378
Outdoor Recreation			S		P	P	P	P	P	P		P	P	
Pet Boarding Facility							S	S			S			
Restaurant, Indoor Service					P	P	P	P						
Retail Business, Indoor					P	P	P	P			P			
Retail Business, Outdoor Permanent							S	S			S			
Retail Sales, Outdoor Temporary					P	P	P	P						Section 54.6389
Service Establishment					P	P	P	P			P			
Shooting Range, Indoor							P	P			P			Section 54.6456
Storage, Open							P	P	P	P	P	P	P	Section 54.6345
Vehicle Repair and Service					S	S	S	P			P			Section 54.627

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
Industrial Uses														
Major Repair and Maintenance Operations											S		P	Section 54.627
Manufacturing, Heavy											S			Section 54.627
Manufacturing, Light					S	S	S	S			P			Section 54.627
Natural Resource Extraction Operations												S		Section 54.631
Port Facilities and Docks									S	S		S	S	Section 54.63940
Railroad Facilities											P			
Storage, Bulk								S			S		P	Section 54.605
Utility Electrical Power Generation													P	
Warehousing/ Storage Facilities								S			P		P	
Wholesale Trade Establishment							P	P			P			
Wholesaling Operations								S			P			
Other Uses														
Accessory Building or Structure	P	P	P		P	P	P	P	P	P	P	P	P	Section 54.705
Accessory Use, Non-Single Family Residential Lots	P	P	S P		S	S	S	S	S	S	S	S	S	
Accessory Use, Single-Family Residential Lots	P	P	P		P	S								
Agriculture-Like Operation, including Forestry									P	P		P	P	
Food Production, Minor	P	P	P	P	P	P	P	P	P	P	P	P	P	Section 54.619
Marihuana Designated Consumption Establishment						S	S							Section 54.6289
Marihuana Grower – Class A						S	S	S			S			Section 54.6289
Marihuana Grower – Class B							S	S			S			Section 54.6289
Marihuana Grower – Class C							S	S			S			Section 54.6289
Marihuana Grower – Excess							S	S			S			Section 54.6289
Marihuana Microbusiness – Class A and Light Manufacturing						S	S	S			S			Section 54.6289
Marihuana Microbusiness - Heavy Manufacturing											S			Section 54.6289
Marihuana Processor- Light Manufacturing						S	S	S			S			Section 54.6289
Marihuana Processor – Heavy Manufacturing											S			Section 54.6289
Marihuana Retailer						S	S	S			S			Section 54.6289
Marihuana Safety Compliance Facilities					S	S	S	S			S			Section 54.6289
Marihuana Secure Transporters							S	S			S			Section 54.6289
Marihuana Educational Research						S	S	S		S	S			Section 54.629
Recycling Collection and Transfer Stations									S					
Structures between the shoreline of Lake Superior and the pavement of the nearest public street or highway.									S	S		S		
Wireless Telecommunications Facilities						S	S	S	P	P	P	S	P	Section 54.6478
Marquette Downtown Waterfront District Form-Based Code (see Section 54.321)														
Third Street Corridor Form-Based Code (see Section 54.322)														

Section 54.307 LDR, Low Density Residential District

(D) Dimensional Regulations			
Lot, Coverage, and Building Height Standards		Minimum Setbacks	
Min. Lot Area (sq. ft.)	8,100	Front Yard (ft.)	20 (B)
Min. Lot Width (ft.)	60	Side Yard (one) (ft.)	10 (L)
Max. Impervious Surface Coverage (%)	(RS)	Side Yard (total of 2) (ft.)	20 (L)
Max. Building Height of Primary Building (ft.) (P,Q)	31.5	Rear Yard (ft.)	30 (L)
Max. Building Height of Accessory Building	(L)		
Max. Building Height (stories)	-		
Where there is a discrepancy between Article 4 and this table, Article 4 shall prevail.			

Section 54.308 MDR, Medium Density Residential District

(D) Dimensional Regulations			
Lot, Coverage, and Building Height Standards		Minimum Setbacks	
Min. Lot Area (sq. ft.)	4,500 (C)	Front Yard (ft.)	15 (A) , (B)
Min. Lot Width (ft.)	37.5 (D)	Side Yard (one) (ft.)	5 (L)
Max. Impervious Surface Coverage (%)	(RS)	Side Yard (total of 2) (ft.)	13 (L)
Max. Building Height of Primary Building (ft.) (P,Q)	31.5	Rear Yard (ft.)	20 (L)
Max. Building Height of Accessory Building	(L)		
Max. Building Height (stories)	-		
Where there is a discrepancy between Article 4 and this table, Article 4 shall prevail.			

Section 54.309 MFR, Multiple Family Residential District

(B) Permitted Principal Uses	(C) Special Land Uses
- Accessory Building or Structure Accessory Use, Non-Single Family Residential Lots - Accessory Use, Single-Family Residential Lots - Adult Foster Care, Family Home - Adult Foster Care, Small Group Home - Child or Day Care, Family Home - Dwelling, Accessory Unit - Dwelling, Multiple-Family - Dwelling, Single-Family Attached - Dwelling, Single-Family Detached - Dwelling, Two-Family (Duplex) - Food Production, Minor - Foster Family Home - Home Occupation - Home Office - Homestays and Vacation Home - Outdoor Entertainment and Community Events (Temporary) - Supportive Housing Facility, Transitional and/or Permanent	~~Accessory Use, Non-Single Family Residential Lots~~ - Adult Foster Care, Large Group Home - Bed and Breakfast - Cemetery - Child or Day Care, Group Home - Domestic Violence Abuse Shelter - Dwelling, Intentional Community - Foster Family Group Home - Fraternity or Sorority House - Halfway House - Hospital Hostel - Nursing Home, Convalescent Home, Extended Care Facility, Assisted Living Facility - Outdoor Recreation - Public or Governmental Building - Recreational Use, Public - Religious Institution - Rooming House - School, Primary or Secondary - School, University
Where there is a discrepancy between Section 54.306 and this table, Section 54.306 shall prevail.	

(D) Dimensional Regulations 5+ Multiple Family Units			
Lot, Coverage, and Building Height Standards		Minimum Setbacks	
Min. Lot Area (sq. ft.)	15,000 (G)	Front Yard (ft.)	15 (A)
Min. Lot Width (ft.)	100 (D)	Side Yard (one) (ft.)	15 (H) , (L) , (M)
Max. Impervious Surface Coverage (%)	(S T)	Side Yard (total of 2) (ft.)	30 (H) , (L) , (M)
Max. Building Height of Primary Building (ft.) (P Q)	44 36.5 (M), (N)	Rear Yard (ft.)	30 (H) , (L) , (M)
Max. Building Height of Accessory Building	(L) Sec 54.616(C)	Required Buffer & Greenbelt	(U)
Max. Building Height (stories)	-		
Max. Lot Coverage/ Ground Coverage	0.20		
Where there is a discrepancy between Article 4 and this table, Article 4 shall prevail.			

(E) Dimensional Regulations for ~~13~~-4 Dwelling Units and other uses identified in Section 54.309			
Lot, Coverage, and Building Height Standards		Minimum Setbacks	
Min. Lot Area (sq. ft.)	9,000 (E)	Front Yard (ft.)	15 (A)
Min. Lot Width (ft.)	75 (E)	Side Yard (one) (ft.)	10 (H) , (L) , (M)
Max. Impervious Surface Coverage (%)	(R S or S T)	Side Yard (total of 2) (ft.)	20 (H) , (L) , (M)
Max. Building Height of Primary Building (ft.) (P Q)	44 36.5 (M), (N)	Rear Yard (ft.)	30 (H) , (L) , (M)
Max. Building Height of Accessory Building	(L) & Sec 64.616(C)	Required Buffer & Greenbelt	(U)
Max. Building Height (stories)	-		
Max. Lot Coverage/ Ground Coverage	0.20		
Where there is a discrepancy between Article 4 and this table, Article 4 shall prevail.			

(F) Dimensional Regulations for 1-2 Dwelling Units			
Lot, Coverage, and Building Height Standards		Minimum Setbacks	
Min. Lot Area (sq. ft.)	6,000 (C)	Front Yard (ft.)	15 (A)
Min. Lot Width (ft.)	50 (D)	Side Yard (one) (ft.)	10 (L)
Max. Impervious Surface Coverage (%)	(S)	Side Yard (total of 2) (ft.)	20 (L)
Max. Building Height of Primary Building (ft.) (Q)	31.5	Rear Yard (ft.)	30 (L)
Max. Building Height of Accessory Building	(L)	Required Buffer & Greenbelt	(U)
Max. Building Height (stories)	-		
Max. Lot Coverage/ Ground Coverage	-		
Where there is a discrepancy between Article 4 and this table, Article 4 shall prevail.			

Section 54.310 MHP, Mobile Home Park District

(D) Dimensional Regulations
See Section 54.6301

Section 54.311 M-U, Mixed-Use District

(B) Permitted Principal Uses	(C) Special Land Uses
• Accessory Building or Structure • Accessory Use, Single-Family Residential Lots • Adult Foster Care, Family Home • Adult Foster Care, Small Group Home • Child Care Center or Day Care Center • Child or Day Care, Family Home • Drive-Through Uses • Dwelling, Accessory Unit • Dwelling, Live/Work • Dwelling, Multiple-Family • Dwelling, Single-Family Attached • Dwelling, Single-Family Detached • Dwelling, Two-Family (Duplex) • Emergency Services • Farmers' Markets • Food Production, Minor • Foster Family Home • Health Services • Home Occupation • Home Office • Homestays and Vacation Home • Hospice • Indoor Recreation • Medical Hospital Related Accessory Uses • Medical Hospital Related Office <u>or Uses</u> • ~~Medical Hospital Related Uses~~ • Office, Medical • Office, Professional • Outdoor Entertainment and Community Events (Temporary) • Outdoor Food and Non-Alcoholic Beverage Service • Outdoor Recreation • Public or Governmental Building • Religious Institution • Restaurant, Indoor Service • Retail Business, Indoor • Retail Sales, Outdoor Temporary • Service Establishment • Veterinary Clinic (Domestic Animals Only)	• Accessory Use, Non-Single Family Residential Lots • Bar • Bed and Breakfast • Bed and Breakfast Inn • Child or Day Care, Group Home • Domestic Violence Abuse Shelter • Dwelling, Intentional Community • Foster Family Group Home • Fraternity or Sorority House • Halfway House • Homeless Shelter • Hospital • Hospital Hospitality House • Hostel • Hotel or Motel • Manufacturing, Light • Marihuana Safety Compliance Facility • Nursing Home, Convalescent Home, Extended Care Facility, Assisted Living Facility • Outdoor Entertainment and Community Events (Principal or Accessory Use) • Outdoor Alcoholic Beverage Service • Recreational Use, Public • Rooming House • School, Primary or Secondary • School, University • Supportive Housing Facility, Transitional and/or Permanent • Vehicle Repair and Service
Where there is a discrepancy between Section 54.306 and this table, Section 54.306 shall prevail.	

(D) Dimensional Regulations			
<i>Lot, Coverage, and Building Height Standards</i>		<i>Minimum Setbacks</i>	
<i>Min. Lot Area (sq. ft.)</i>	4,800 (C) , (E)	<i>Front Yard (ft.)</i>	0 (E) , (F) , (G)
<i>Min. Lot Width (ft.)</i>	40 (D) , (E)	<i>Side Yard (one) (ft.)</i>	5 (I) , (L) , (N)
<i>Max. Impervious Surface Coverage (%)</i>	(R, S or T)	<i>Side Yard (total of 2) (ft.)</i>	13 (I) , (L) , (N)
<i>Max. Building Height of Primary Building (ft.)</i> (P, Q)	44 (N)	<i>Rear Yard (ft.)</i>	20 (I) , (L) , (N)
<i>Max. Building Height of Accessory Building</i>	(L)	Required Buffer & Greenbelt	(U)
<i>Max. Building Height (stories)</i>	-		
Where there is a discrepancy between Article 4 and this table, Article 4 shall prevail.			

Section 54.312 CBD, Central Business District

(B) Permitted Principal Uses	(C) Special Land Uses
• Accessory Building or Structure • Adult Foster Care, Family Home • Bar • Child or Day Care, Family Home • Drive-Through Uses • Dwelling, Live/Work • Dwelling, Accessory Unit • Dwelling, Multiple Family • Dwelling, Two-Family (Duplex) • Emergency Services • Farmers' Markets • Food Production, Minor • Foster Family Home • Health Services • Home Occupation • Home Office • Homestays and Vacation Home • Hospice • Indoor Recreation • Light Vehicle/Equipment Sales and Display • Medical Hospital Related Accessory Uses • Medical Hospital Related Office or Uses • ~~Medical Hospital Related Uses~~ • Office, Medical • Office, Professional • Outdoor Alcoholic Food and Beverage Service • Outdoor Entertainment and Community Events (Principal, Temporary, or Accessory Use) • Outdoor Food and Non-Alcoholic Beverage Service • Outdoor Recreation • Public or Governmental Building • Restaurant, Indoor Service • Retail Business, Indoor • Retail Sales, Outdoor Temporary • Service Establishment • Veterinary Clinic (Domestic Animals Only)	• Accessory Use, Non-Single Family Residential Lots • Accessory Use, Single-Family Residential Lots • Bed and Breakfast • Bed and Breakfast Inn • Child Care Center or Day Care Center • Domestic Violence Abuse Shelter • Dwelling, Intentional Community • Dwelling, Single-Family Attached • Dwelling, Single-Family Detached • Foster Family Group Home • Fraternity or Sorority House • Gasoline Service Stations • Homeless Shelter • Hospital • Hospital Hospitality House • Hostel • Hotel or Motel • Manufacturing, Light • Marihuana Designated Consumption Establishment • Marihuana Educational Research • Marihuana Grower – Class A • Marihuana Microbusiness – Light Manufacturing • Marihuana Processor – Light Manufacturing • Marihuana Retailer • Marihuana Safety Compliance Facility • Nursing Home, Convalescent Home, Extended Care Facility, Assisted Living Facility • Recreational Use, Public • Religious Institution • Rooming House • School, Primary or Secondary • School, University • Supportive Housing Facility, Transitional and/or Permanent • Vehicle Repair and Service • Wireless Telecommunications Facilities
Where there is a discrepancy between Section 54.306 and this table, Section 54.306 shall prevail.	

(D) Dimensional Regulations			
<i>Lot, Coverage, and Building Height Standards</i>		<i>Minimum Setbacks</i>	
<i>Min. Lot Area (sq. ft.)</i>	None	<i>Front Yard (ft.)</i>	0
<i>Min. Lot Width (ft.)</i>	~~None~~ 24	<i>Side Yard (one) (ft.)</i>	5 (<u>I</u>)
<i>Max. Impervious Surface Coverage (%)</i>	<u>R S or S</u> <u>I</u>	<i>Side Yard (total of 2) (ft.)</i>	10 (<u>I</u>)
<i>Max. Building Height of Primary Building (ft.)</i> (<u>P Q</u>)	74	<i>Rear Yard (ft.)</i>	10 (<u>I</u>)
<i>Max. Building Height of Accessory Building</i> (<u>L</u>)	18	Required Buffer & Greenbelt	<u>U</u>
<i>Max. Building Height (stories)</i>	-		
Where there is a discrepancy between Article 4 and this table, Article 4 shall prevail.			

Section 54.313 GC, General Commercial District

(B) Permitted Principal Uses	(C) Special Land Uses
- Accessory Building or Structure - Bar - Child Care Center or Day Care Center - Drive-Through Uses - Emergency Services - Farmers' Markets - Food Production, Minor - Gasoline Service Stations - Health Services - Hospice - Hotel or Motel - Indoor Recreation Light Vehicle/Equipment Sales and Display - Medical Hospital Related Accessory Uses - Medical Hospital Related Office or Uses ~~Medical Hospital Related Uses~~ - Office, Medical - Office, Professional - Outdoor Alcoholic Beverage Service - Outdoor Entertainment and Community Events (Temporary Use) - Outdoor Food and Non-Alcoholic Beverage Service - Outdoor Recreation - Public or Governmental Building - Religious Institution - Restaurant, Indoor Service - Retail Business, Indoor - Retail Sales, Outdoor Temporary - Service Establishment - Shooting Range, Indoor - Storage, Open - Veterinary Clinic (Domestic Animals Only) - Wholesale Trade Establishment	- Accessory Use, Non-Single Family Residential Lots - Hospital Hostel - Manufacturing, Light - Marihuana Designated Consumption Establishment Marihuana Educational Research - Marihuana Grower – Class A - Marihuana Grower – Class B - Marihuana Grower – Class C - Marihuana Grower – Excess - Marihuana Microbusiness - Class A and Light Manufacturing - Marihuana Processor – Light Manufacturing - Marihuana Retailer - Marihuana Safety Compliance Facility - Marihuana Secure Transporters - Outdoor Entertainment and Community Events (Principal & Accessory Use) - Pet Boarding Facility - Recreational Use, Public - Retail Business, Outdoor Permanent Rooming House - Vehicle Repair and Service - Wireless Telecommunications Facilities

(D) Dimensional Regulations			
Lot, Coverage, and Building Height Standards		Minimum Setbacks	
Min. Lot Area (sq. ft.)	None	Front Yard (ft.)	0 (F), (G)
Min. Lot Width (ft.)	~~None~~ 24	Side Yard (one) (ft.)	15 (U)
Max. Impervious Surface Coverage (%)	(S T)	Side Yard (total of 2) (ft.)	30 (U)
Max. Building Height of Primary Building (ft.) (P Q)	40	Rear Yard (ft.)	20
Max. Building Height of Accessory Building (L)	~~18-24~~	Required Buffer & Greenbelt	(U)
Max. Building Height (stories)	-		
Where there is a discrepancy between Article 4 and this table, Article 4 shall prevail.			

Section 54.314 RC, Regional Commercial District

(B) Permitted Principal Uses	(C) Special Land Uses
- Accessory Building or Structure - Bar - Child Care Center or Day Care Center - Drive-Through Uses - Emergency Services - Farmers' Markets - Food Production, Minor - Gasoline Service Stations - Health Services - Hospice - Hotel or Motel - Indoor Recreation - Light Vehicle/Equipment Sales and Display - Medical Hospital Related Accessory Uses - Medical Hospital Related Office or Uses ~~Medical Hospital Related Uses~~ - Office, Medical - Office, Professional - Outdoor Alcoholic Beverage Service - Outdoor Entertainment and Community Events (Temporary Use) - Outdoor Food and Non-Alcoholic Beverage Service - Outdoor Recreation - Public or Governmental Building - Religious Institution - Restaurant, Indoor Service - Retail Business, Indoor - Retail Sales, Outdoor Temporary - Service Establishment - Shooting Range, Indoor - Storage, Open - Vehicle Repair and Service - Veterinary Clinic (Domestic Animals Only) - Wholesale Trade Establishment	- Accessory Use, Non-Single Family Residential Lots - Hospital - Manufacturing, Light - Marihuana Educational Research - Marihuana Grower – Class A - Marihuana Grower – Class B - Marihuana Grower – Class C - Marihuana Grower – Excess - Marihuana Microbusiness – Class A and Light Manufacturing - Marihuana Processor – Light Manufacturing - Marihuana Retailer - Marihuana Safety Compliance Facility - Marihuana Secure Transporters - Outdoor Entertainment and Community Events (Principal & Accessory Use) - Pet Boarding Facility - Recreational Use, Public - Retail Business, Outdoor Permanent - Storage, Bulk - Warehousing/Storage Facilities - Wholesaling Operations - Wireless Telecommunications Facilities
Where there is a discrepancy between Section 54.306 and this table, Section 54.306 shall prevail.	

(D) Dimensional Regulations			
Lot, Coverage, and Building Height Standards		Minimum Setbacks	
Min. Lot Area (sq. ft.)	None	Front Yard (ft.)	30
Min. Lot Width (ft.)	~~None~~ 24	Side Yard (one) (ft.)	15
Max. Impervious Surface Coverage (%)	~~(S T)~~	Side Yard (total of 2) (ft.)	30
Max. Building Height of Primary Building (ft.) (P Q)	40	Rear Yard (ft.)	20
Max. Building Height of Accessory Building (L)	~~18-24~~	Required Buffer & Greenbelt	(U)
Max. Building Height (stories)	-		
Where there is a discrepancy between Article 4 and this table, Article 4 shall prevail.			

Section 54.315 M, Municipal District

(D) Dimensional Regulations			
Lot, Coverage, and Building Height Standards		Minimum Setbacks	
Min. Lot Area (sq. ft.)	None	Front Yard (ft.)	None
Min. Lot Width (ft.)	~~None~~ 24	Side Yard (one) (ft.)	None
Max. Impervious Surface Coverage (%)	~~(S T)~~	Side Yard (total of 2) (ft.)	None
Max. Building Height of Primary Building (ft.) (P Q)	None	Rear Yard (ft.)	None
Max. Building Height of Accessory Building (L)	~~None~~ 24		
Max. Building Height (stories)	-		
Where there is a discrepancy between Article 4 and this table, Article 4 shall prevail.			

Section 54.316 C, Civic District

(B) Permitted Principal Uses	(C) Special Land Uses
- Accessory Building or Structure - Agriculture-Like Operation, including Forestry - Cemetery - Farmers' Markets - Food Production, Minor - Indoor Recreation - Office, Professional - Outdoor Entertainment and Community Events (Principal, Temporary, or Accessory Use) - Outdoor Recreation - Public or Governmental Building - Recreational Use, Public - School, Primary or Secondary - School, University - Storage, Open - Wireless Telecommunications Facilities	- Accessory Use, Non-Single Family Residential Lots Marihuana Educational Research - Port Facilities and Docks - Structures between the shoreline of Lake Superior and the pavement of the nearest public street or highway.
Where there is a discrepancy between Section 54.306 and this table, Section 54.306 shall prevail.	

(D) Dimensional Regulations			
Lot, Coverage, and Building Height Standards		Minimum Setbacks	
Min. Lot Area (sq. ft.)	None	Front Yard (ft.)	None
Min. Lot Width (ft.)	~~None~~ 24	Side Yard (one) (ft.)	5
Max. Impervious Surface Coverage (%)	~~(S T)~~	Side Yard (total of 2) (ft.)	10
Max. Building Height of Primary Building (ft.) (P Q)	60	Rear Yard (ft.)	20
Max. Building Height of Accessory Building (L)	24		
Max. Building Height (stories)	-		
Where there is a discrepancy between Article 4 and this table, Article 4 shall prevail.			

Section 54.317 IM, Industrial/Manufacturing District

(B) Permitted Principal Uses	(C) Special Land Uses
- Accessory Building or Structure - Food Production, Minor - Gasoline Service Stations - Indoor Recreation - Manufacturing, Light - Office, Medical - Office, Professional - Outdoor Entertainment and Community Events (Temporary) - Public or Governmental Building - Railroad Facilities - Religious Institution - Retail Business, Indoor - Service Establishment - Shooting Range, Indoor - Storage, Open - Vehicle Repair and Service - Veterinary Clinic (Domestic Animals Only) - Warehousing/<u>Storage Facilities</u> - Wholesale Trade Establishment - Wholesaling Operations - Wireless Telecommunications Facilities	- Accessory Use, Non-Single Family Residential Lots - Adult Entertainment Uses - Major Repair and Maintenance Operations <u>Marihuana Educational Research</u> - Marihuana Grower – Class A - Marihuana Grower – Class B - Marihuana Grower – Class C - Marihuana Grower – Excess - Marihuana Microbusiness – <u>Class A and</u> Light Manufacturing - Marihuana Microbusiness – Heavy Manufacturing - Marihuana Processor – Light Manufacturing - Marihuana Processor – Heavy Manufacturing - Marihuana Retailer - Marihuana Safety Compliance Facility - Marihuana Secure Transporters - Manufacturing, Heavy - Pet Boarding Facility - Retail Business, Outdoor Permanent - Storage, Bulk
Where there is a discrepancy between Section 54.306 and this table, Section 54.306 shall prevail.	

(D) Dimensional Regulations			
<i>Lot, Coverage, and Building Height Standards</i>		<i>Minimum Setbacks</i>	
Min. Lot Area (sq. ft.)	None	Front Yard (ft.)	40
Min. Lot Width (ft.)	~~None~~ <u>24</u>	Side Yard (one) (ft.)	20
Max. Impervious Surface Coverage (%)	<u>(S T)</u>	Side Yard (total of 2) (ft.)	40
Max. Building Height of Primary Building (ft.) <u>(P Q)</u>	80 <u>(Q P)</u>	Rear Yard (ft.)	40
Max. Building Height of Accessory Building <u>(L)</u>	60 <u>(Q P)</u>	<u>Required Buffer & Greenbelt</u>	<u>(U)</u>
Max. Building Height (stories)	-		
Where there is a discrepancy between Article 4 and this table, Article 4 shall prevail.			

Section 54.318 CR, Conservation and Recreation District

(D) Dimensional Regulations			
<i>Lot, Coverage, and Building Height Standards</i>		<i>Minimum Setbacks</i>	
Min. Lot Area (sq. ft.)	None	Front Yard (ft.)	15
Min. Lot Width (ft.)	~~None~~ <u>24</u>	Side Yard (one) (ft.)	50
Max. Impervious Surface Coverage (%)	<u>(S T)</u>	Side Yard (total of 2) (ft.)	100
Max. Building Height of Primary Building (ft.) <u>(P Q)</u>	36.5	Rear Yard (ft.)	20 <u>(Q R)</u>
Max. Building Height of Accessory Building <u>(L)</u>	18		
Max. Building Height (stories)	-		
Where there is a discrepancy between Article 4 and this table, Article 4 shall prevail.			

Section 54.319

BLP, Board of Light and Power District

(D) Dimensional Regulations			
Lot, Coverage, and Building Height Standards		Minimum Setbacks	
Min. Lot Area (sq. ft.)	None	Front Yard (ft.)	40
Min. Lot Width (ft.)	None 24	Side Yard (one) (ft.)	20
Max. Impervious Surface Coverage (%)	(S T)	Side Yard (total of 2) (ft.)	40
Max. Building Height of Primary Building (ft.) (P Q)	None	Rear Yard (ft.)	40
Max. Building Height of Accessory Building (L)	None 24	Required Buffer & Greenbelt	(U)
Max. Building Height (stories)	-		
Where there is a discrepancy between Article 4 and this table, Article 4 shall prevail.			

Section 54.321 Marquette Downtown Waterfront District Form-Based Code

(B) The Downtown Waterfront District Regulating Plan.

- (1) **Understanding the Regulating Plan.** The REGULATING PLAN is the controlling document and principal tool for implementing the MDW District Code. It identifies the BUILDING FORM STANDARD (BFS) for the building site, which provides standards for the disposition of each property or lot, and illustrates how each relates to the adjacent properties and the street-space.
- (2) **Rules for New Development.** New development in the Downtown Waterfront District shall integrate street (roadway) design and land development to create a complementary and connected pattern for growth and development. The rules below will establish/create a compact, mixed-use district and provide flexible opportunities for residential, employment, commerce, and recreational uses.

(b) Buildings

- (i) The maximum building floor plate is 25,000; beyond that limit a Site Plan Review will be conducted in accordance with [Section 54.1402](#) of the City Land Development Code is required.
- (ix) For Accessory Structures standards see [Section 54.705\(D\)\(1\)](#), and Structural Amenities, see [Section 54.702\(G\)](#).

Figure 10. Downtown Marquette Waterfront District Table of Permitted and Special Uses

Key: P=Permitted S= Special Land Use [blank]= Use not permitted

USE	G3	G5	NL	WWZ	WF	F5
A. RESIDENTIAL						
Dwelling Units (see Article 6)	P	P	P	P	P	P
Bed and Breakfasts (see Section 54.603)	P	P	P	P	P	P
Bed and Breakfast Inns (see Section 54.604)	P	P	P	P	P	P
Adult Foster Care Family Home	P	P	P	P	P	P
Family Day Care Homes	P	P	P	P	P	P
Foster Family Homes	P	P	P	P	P	P
Domestic Violence Shelter (see Section 54.610)	P	P	P	P	P	P
Homestays (see Section 54.624)	P	P	P	P	P	P
Vacation Home Rentals (see Section 54.624)	P	P	P	P	P	P
Home Office (see Section 54.622)	P	P	P	P	P	P
Home Occupation (see Section 54.621)	P	P	P	P	P	P
Group Day Care Home (Section 54.608)	S	S	S	S	S	S
Foster Family Group Home	S	S	S	S	S	S
Halfway House (Section 54.620)	S	S	S	S	S	S
Homeless Shelter (Section 54.623)	S	S	S	S	S	S
B. RETAIL						
Retail Service	P	P		P	P	P
Retail Specialty	P	P		P	P	P
Retail Trade	P	P		P	P	P
C. CIVIC						
Community uses open to the public including: meeting halls; libraries; schools; police and fire stations; post offices (retail operations only, no primary distribution facilities); places of worship; museums; cultural, visual and performing art centers; and government functions open to the public.	P	P		P	P	P
D. COMMERCE						
Executive, Administrative, and Professional Offices (See Section 54.634)	P	P		P	P	P
Medical and Dental Offices, and Clinics (See Section 54.634)	P	P		P	P	P
Day Care Centers (See Section 54.609)	P	P		P	P	P
On-premise Alcohol Sales	P	P		P	P	P
Outdoor Alcoholic Beverage Service (See Section 54.636)	P	P		P	P	P
Outdoor Food and Non-Alcoholic Beverage Service (See Section 54.637)	P	P		P	P	P
All of the Civic Use Categories Except Passenger Terminals	P	P		P	P	P
All of the Retail Use Categories	P	P		P	P	P
Parking Facilities and Structures, including a parking lot attendant shelter.	P	P		P	P	P
Outdoor Recreation.	P	P		P	P	P
E. LIGHT INDUSTRIAL						
Light Manufacturing (See Section 54.627)	P	P		P	P	P
Waterfront Related Repair and Maintenance	P	P		P	P	P
Mooring and Docking of Boats	P	P		P	P	P
Winter Storage of Watercraft Between the Dates of October 1st and May 30th	P	P		P	P	P
F. OTHER						
Wireless Telecommunications Facilities (See Section 54.647)	S	S		S	S	S
Outdoor Entertainment and Community Events (See Section 54.635)	P	P		S	S	S
Recreation Use, Public	S	S		S	S	S
Marihuana Microbusiness – Class A and Light Manufacturing (See Section 54.628)	S	S		S	S	S
Marihuana Educational Research (See Section 54.629)	<u>S</u>	<u>S</u>		<u>S</u>	<u>S</u>	<u>S</u>
Marihuana Retailer (See Section 54.628)	S	S		S	S	S
Marihuana Processor – Light Manufacturing (See Section 54.628)	S	S		S	S	S
Marihuana Safety Compliance Facility (See Section 54.628)	S	S		S	S	S
Marihuana Designated Consumption Establishment (See Section 54.628)	S	S				

(tt) USE, SPECIAL LAND: For the purpose of the Waterfront District, SPECIAL LAND USES (see [Section 54.321\(C\)\(3\)\(b\)](#)) may be considered for placement in the RESIDENTIAL USE classification and SPECIAL LAND USES (See [Section 54.321\(C\)\(3\)\(c\)](#)) may be considered for placement in the COMMERCE USE classification MDW District if [Figure 10](#) indicates it is an allowable Special Land Use and after review by the Planning Commission - in accordance with [Section 54.1403](#) of the City of Marquette Land Development Code.

(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](#), 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 Third Street Corridor District Form-Based Code

Figure 24. TSC Table of Permitted Land Uses and Special Land Uses in the TSC District

USE	T4	T5	USE	T4	T5
A. RESIDENTIAL			E. INSTITUTIONAL		
Mixed-use building	P	P	Conference center		P
Multi-family dwelling (Section 54.616 & 54.403(E))	P	P	Live theater	S	P
Live-work unit (Section 54.615)	P	P	Movie theater	S	P
Two-family dwelling (Sections 54.613 & 54.403 (C & D))	P	P	Museum	P	P
Townhouse	P	P	Religious assembly (Section 54.6412)	P	P
Mixed-use building	P	P	F. AUTOMOTIVE		
Multi-family dwelling (Sections 54.616 & 54.403(E))	P	P	Gasoline	P	P
Live-work unit (Section 54.615)	P	P	Service	P	P
Two-family dwelling (Section 54.613)	P	P	Sales	P	P
Townhouse	P	P	Truck maintenance (Section 54.627)		
Single-family dwelling (Section 54.617)	P	P	Drive-through facility (Section 54.611)	P	P
Group day care home (Section 54.608)	S	S	G. CIVIL SUPPORT		
Foster family home	S	S	Funeral home	P	P
Halfway house (Section 54.620)	S	S	Hospital (Section 54.625)		S
Home occupation (Section 54.621)	P	P	Medical clinic	P	P
Home office (Section 54.622)	P	P	Veterinary clinic	P	P
Dwelling, Intentional Community (Section 54.614)	S	S	Pet boarding facility	S	S
Family Day Care Home	P	P	Cemetery (Section 54.606)	S	S
Adult Foster Care Family Home	P	P	Public or Governmental Building	P	P
Domestic Violence Shelter (Section 54.610)	S	S	Recreational Use, Public	S	S
B. LODGING			H. EDUCATION		
Hotel or Motel	S	P	High school	S	S
Bed & Breakfast Inn (up to 12 rooms) (Section 54.604)	P	P	Elementary school	P	P
Bed & Breakfast (up to 6 rooms) (Section 54.603)	P	P	Day care center	P	P
Rooming Houses and Hostels (Section 54.6434)	S	S	I. INDUSTRIAL		
Hospital Hospitality Houses (Section 54.626)	S	S	Heavy industrial facility (Section 54.627)		
Homestays and Vacation Home Rentals (Section 54.624)	P	P	Light industrial facility (Section 54.627)	S	S
C. OFFICE			Laboratory facility	S	S
Office building (Section 54.6334)	P	P	Warehouse	S	S
Mixed-use building	P	P	Mini-storage		S
Live-work unit (Section 54.615)	P	P	Marihuana Safety Compliance Facility (Section 54.6289)	S	S
D. RETAIL			J. OTHER USES		
Outdoor Entertainment and Community Events (Temporary Use) (Section 54.6356(B))	P	P	Accessory Building or Structure (See Figure 14 , Figure 15 , and, as applicable, Section 54.705)	P	P
Outdoor Entertainment and Community Events (Accessory or Principal Use) (Section 54.6356 (C) or (D))	S	S	Accessory Use, Non-Single Family Residential Lots	S	S
Retail building	P	P	Accessory Use, Single-Family Residential Lots	P	P
Gallery	P	P	Commercial Service Establishment	P	P
Restaurant, Indoor Service and with or without Outdoor Food and Non-Alcoholic Beverage Service (Section 54.6378)	P	P	Food Production, Minor	P	P
Restaurant, with Outdoor Alcoholic Beverage Service (Section 54.6367)	S	S	Marihuana Education Research (Section 54.629)	S	S
Mixed-use building	P	P	Outdoor Recreation	S	S
Open/outdoor market building	P	P	Wireless Telecommunications Facilities	S	S
Retail Sales, Outdoor Temporary (Section 54.6389)	P	P	(Section 54.6478)		
Indoor Recreation	P	P			
Farmers' Markets (Section 54.618)	P	P			
Kiosk	P	P			
Push cart	P	P			
Marihuana Retailer (Section 54.6289)		S	Permitted Use		P
			Special Land Use		S

Figure 14. T4 Standards

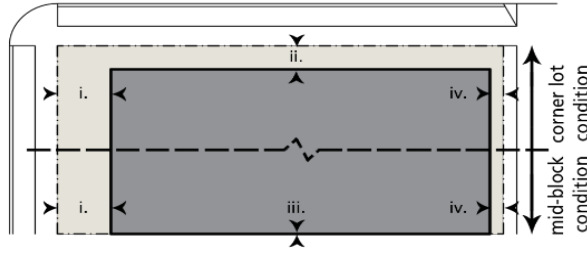
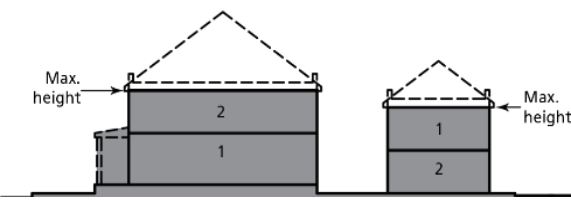
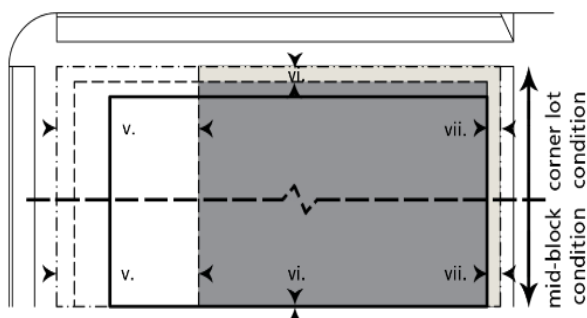
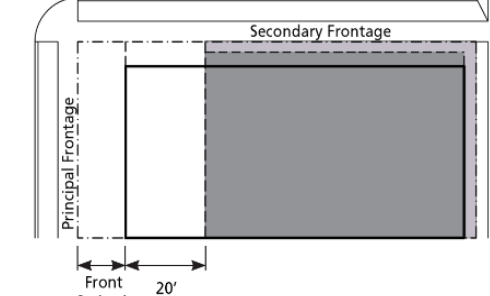
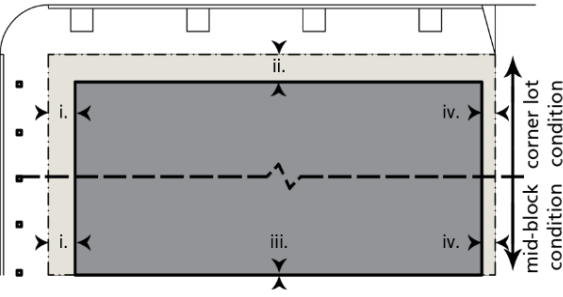
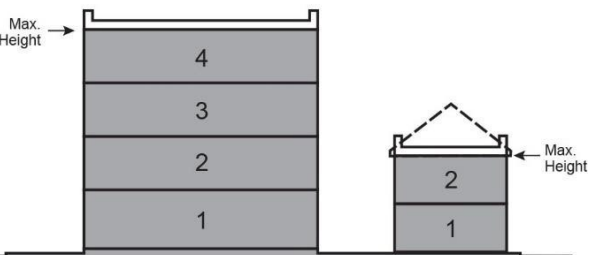
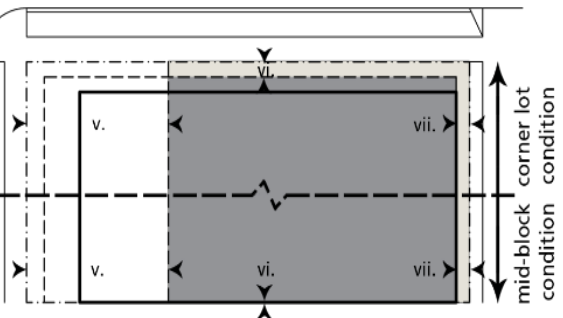
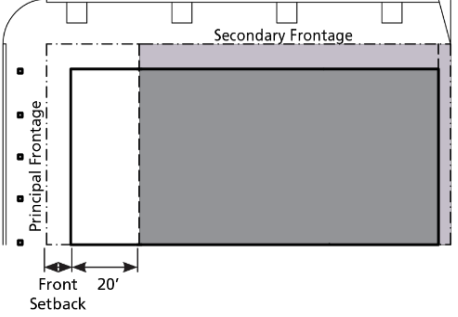
A. BUILDING PLACEMENT		B. BUILDING FORM	
PRINCIPAL BUILDING		HEIGHT	
			
i. Front Setback (Principal)	5 ft. – 18 ft.	PRINCIPAL BUILDING	
ii. Front Setback (Secondary)	5-ft – 10 ft. max.	Stories	2
iii. Side Setback	0 ft. if attached to a neighboring structure; otherwise 3 ft.	To eave / parapet	30 ft. max.
iv. Rear Setback	3 ft. min.	OUTBUILDING	
Abutting MDR Principal Bldg. Zoning District property line	15 ft. min. 10-ft	Stories	2
OUTBUILDING		To eave / parapet	30 ft. max.
		MASS	
		Lot width	14 ft. min. (Sec 54.403(D) & (E))
		Lot coverage	70% max.
		Facade buildout at setback	60% min.
		PARKING AND STORAGE LOCATION	
			
v. Front Setback (Principal)	20 ft. min.		
vi. Side Setback	0 ft. if attached to a neighboring structure; otherwise 3 ft.		
vii. Rear Setback	3 ft. min.		
Abutting MDR Outbuilding	10 ft. min.		
ENCROACHMENTS		PARKING	
i. Setback encroachments		Principal Frontage setback	Not permitted
Open porch	May encroach to within no more than 5 feet of the front lot line	20 ft. behind front setback	Not permitted
Balcony and/or bay window	80% max. (distance between façade and front lot line)	Rear of lot	Permitted
Stoop, Terrace	80% max. (distance between façade and front lot line)	TRASH & STORAGE* LOCATION	
ii. Sidewalk encroachments		Front setback	Not permitted
Awning	Determined by City process for use of right-of-way	20 ft. behind front setback	Not permitted
Rooftop Patio	To the property line but not over a public sidewalk	Rear of lot	Permitted
		* Storage includes boats and recreational vehicles.	

Figure 15. T5 Standards

A. BUILDING PLACEMENT		B. BUILDING FORM	
PRINCIPAL BUILDING		HEIGHT	
			
i. Front Setback (Principal)	0 ft. – 18 ft.	PRINCIPAL BUILDING	
ii. Front Setback (Secondary)	0-ft. – 12 ft. max.	Stories	4 max.
iii. Side Setback	0-ft. – 6 ft. max.	To eave / parapet	48 ft. max.
iv. Rear Setback	3 ft. min.	OUTBUILDING	
Abutting MDR Principal Bldg. Zoning District property line	15 ft. min. 10-ft	Stories	2
OUTBUILDING		To eave / parapet	30 ft. max.
		MASS	
v. Front Setback (Principal)	20 ft. min.	Lot width	20 ft. min Sec 54.403(D) & (E)
vi. Side Setback	0 ft. if attached to a neighboring structure; otherwise 3 ft.	Lot coverage	90% max.
vii. Rear Setback	3 ft. min.	Façade buildout at setback	75% min.
Abutting MDR Outbuilding	10 ft. min.	PARKING AND STORAGE LOCATION	
ENCROACHMENTS			
i. Setback encroachments		PARKING	
Balcony and/or bay window	80% max. (distance between façade and front lot line)	Principal Frontage setback	Not permitted
		20 ft. behind front setback	Not permitted
		Rear of lot	Permitted
ii. Sidewalk encroachments		TRASH & STORAGE* LOCATION	
Awning	Determined by City process for use of right-of-way	Front setback	Not permitted
		20 ft. behind front setback	Not permitted
		Rear of lot	Permitted
Rooftop Patio	To the property line but not over a public sidewalk.	* Storage includes boats and recreational vehicles.	

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 54.402 Schedule of Regulations

Zoning District	Minimum Lot Dimensions		Minimum Setback Requirements ~~(F U)~~				Maximum Height of Structures ~~(P Q)~~		Maximum Impervious Surface Coverage of the Lot
	Size (sq. ft.)	Width (feet)	Front Yard (feet)	Side Yards (feet)		Rear Yard (feet)	Primary Building (feet)	Accessory Building (feet)	
LDR, Low Density Residential	8,100	60	20, ~~(B)~~	10 ~~(L)~~	20 ~~(L)~~	30 ~~(L)~~	31.5	~~(L)~~	~~(R S)~~
MDR, Medium Density Residential	4,500 ~~(C)~~	37.5 ~~(D)~~	15 ~~(A)~~ , ~~(B)~~	5 ~~(L)~~	13 ~~(L)~~	20 ~~(L)~~	31.5	~~(L)~~	~~(R S)~~
MFR, Multi-Family Residential 1-2 Units	6,000 ~~(C)~~	50 ~~(D)~~	15	10 ~~(L)~~	20 ~~(L)~~	30 ~~(L)~~	31.5	~~(L)~~	~~(S)~~
MFR, Multi-Family Residential 3-4 Units and other uses identified in 54.309 ~~(K)~~	9,000 ~~(E)~~	75 ~~(E)~~	15 ~~(A)~~	10 ~~(H)~~ , ~~(L)~~ , ~~(M)~~	20 ~~(H)~~ , ~~(L)~~ , ~~(M)~~	30 ~~(H)~~ , ~~(L)~~ , ~~(M)~~	36.5 ~~(M)~~ , ~~(N)~~	~~(L)~~	~~(S)~~ or ~~(T)~~
MFR, Multi-Family Residential 5+ Multiple Family Units ~~(K)~~	15,000 ~~(I)~~	100 ~~(D)~~	15 ~~(A)~~	15 ~~(H)~~ , ~~(L)~~ , ~~(M)~~	30 ~~(H)~~ , ~~(L)~~ , ~~(M)~~	30 ~~(H)~~ , ~~(L)~~ , ~~(M)~~	44 ~~(L)~~	~~(L)~~	~~(R)~~ or ~~(S T)~~
MFR, 1-4 Units and other uses identified in 54.309 ~~(K)~~	9,000 ~~(I)~~	75 ~~(D)~~		10 ~~(H)~~ , ~~(L)~~ , ~~(M)~~	20 ~~(H)~~ , ~~(L)~~ , ~~(M)~~	30 ~~(H)~~ , ~~(L)~~ , ~~(M)~~	36.5 ~~(M)~~ , ~~(N)~~		
MHP, Mobile Home District	See Section 54.6301								
M-U, Mixed-Use	4,800 ~~(L)~~	40 ~~(D)~~ , ~~(I)~~	0 ~~(F)~~ , ~~(G)~~	5 ~~(L)~~ , ~~(N)~~	13 ~~(L)~~ , ~~(N)~~	20 ~~(L)~~ , ~~(N)~~	44 ~~(N)~~	~~(L)~~	~~(R S)~~ or ~~(S T)~~
CBD, Central Business District	None	None ~~(24)~~	0	5 ~~(L)~~	10 ~~(L)~~	10 ~~(L)~~	74 ~~(O)~~	18 ~~(L)~~	~~(R S)~~ or ~~(S T)~~
GC, General Commercial	None	None ~~(24)~~	0 ~~(F)~~ , ~~(G)~~	15 ~~(L)~~	30 ~~(L)~~	20	40	18 ~~(L)~~	~~(S T)~~
RC, Regional Commercial	None	None ~~(24)~~	30	15	30	20	40	18 ~~(L)~~	~~(S T)~~
M, Municipal	None	None ~~(24)~~	None	None	None	None	None	None ~~(L)~~	~~(S T)~~
C, Civic	None	None ~~(24)~~	None	5	10	20	60	24 ~~(L)~~	~~(S T)~~
IM, Industrial/Manufacturing	None	None ~~(24)~~	40	20	40	40	80 ~~(Q P)~~	60 ~~(L)~~ , ~~(P)~~	~~(S T)~~
CR, Conservation/Recreation	None	None ~~(24)~~	15	50	100	20 ~~(Q)~~ , ~~(R)~~	36.5	18 ~~(L)~~	~~(S T)~~
BLP, Board of Light and Power	None	None ~~(24)~~	40	20	40	40	None	None ~~(L)~~	~~(S T)~~
Marquette Downtown Waterfront District Form-Based Code (see Section 54.321)									
Third Street Corridor Form-Based Code (see Section 54.322)									

Section 54.403 Footnotes to Schedule of Regulations

(O) Height Bonus for Residential Use Inclusion in the Central Business District.

A building may exceed a building height of 74 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.

(Q 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 ½ 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 705](#).

(P 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.

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

(R S) Maximum Impervious Surface Coverage of a Lot in the LDR and MDR Districts, and single-family and two-family dwelling units 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:

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

(S T) Storm Water Management. For all uses except Single-family and Two-family dwelling units, please refer to Section 54.803 Storm Water Management. For Single-family and Two-family dwelling units, please refer to item Q above.

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

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 54.503 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 59 of 1978, as amended, all site condominiums subdivision plans 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 subdivision plan 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.
- (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.
- (C D) **Initial Information.** Concurrently with notice required to be given to the City of Marquette pursuant to Section 171 (Notice of Proposed Action) of the Condominium Act Public Act 59 of 1978, as amended (the Condominium Act), 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 Public Act 59 1978 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:
 - (1 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).
 - (2 b) All engineers, attorneys, architects or registered land surveyors associated with the project.
 - (3 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 54.1402I](#)).
- (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 **Planning Director Zoning Administrator**.

(D 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 Public Act 59 of 1978**, 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.

(E 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.

~~(F) Master Deed, Restrictive Covenants, "As Built" Survey, and Association Bylaws to be Furnished.~~

- ~~(1) The condominium project developer shall furnish the Planning Director with the following for review: one (1) copy of the recorded master deed, one (1) copy of all restrictive covenants, one (1) copy of the condominium owner's association bylaws, and two (2) copies of an "as built survey". The "as built survey" shall be reviewed by the City Engineer for compliance with City ordinances and standards. Fees for this review shall be will be established by resolution of the City Commission.~~
- ~~(2) The master deed and/or restrictive covenants of site condominiums approved subsequent to the adoption of this amendment shall include any required standards of this Ordinance. Copies of the master deed and/or restrictive covenants shall be provided for review by the City prior to final approval of the site condominium or as a condition of final approval and shall be recorded in the office of the Marquette County Register of Deeds.~~

(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 54.501I](#).

- (1) **Exception:** If there are no other public streets within 1,500 feet of the nearest site condominium parcel line, 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 54.501I (1), (2), (6), (7), and (8) items. The standards in Section 54.501I (3), (4), (5), and (6) do have to be met, however any reference to “street” will be replaced with “private road”.

(H) Approval Period. Approval of the condominium subdivision plan or phase thereof by the City Commission shall confer upon the proprietor for a period of one (1) year from the date of approval, approval of sizes, lot orientation, and street layout. The one-year period may be extended if applied for in writing by the proprietor prior to the expiration date and granted by the City Commission in writing. The City Commission shall seek the Planning Commission’s recommendation on any such extension. If the extension is granted, the City Clerk shall notify the other approving authorities. In approving an extension, the City Commission may impose new standards (not necessarily related solely to lot size, lot orientation, and street layout) as a result of new standards, changing conditions on surrounding parcels, or other considerations, provided that the revised plat shall still be considered substantially conforming to the previously approved tentative preliminary plat.

(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. Once the review is complete and the City gives its final approval, the Master Deed shall be recorded in the office of the Marquette County Register of Deeds.
- (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 [lot unit](#) marker is removed during construction the responsible party shall secure the services of a professional surveyor to replace the monument or [lot 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 Public Act 59 of 1978 and the Department of Licensing and Regulatory Affairs (LARA) Administrative Rules 559.010-559-903.

(K) Subdivision of Site Condominium Units and Condominium Units Lots. 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 Public Act 59 of 1978, 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 lot 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 Planning Director 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.

(O) Final Documents to be Provided. After submittal of the condominium plan and bylaws as part of the master deed, 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\(L\)](#).

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 54.612 Dwelling, Accessory Unit

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.** ADUs must meet all requirements of this Ordinance for minimum setbacks and maximum height. However, the height of an ADU shall not exceed two (2) stories or 20 feet.
- (D) **Maximum Occupancy.** The occupancy of the accessory dwelling unit shall not exceed two (2) unrelated adults.
- (E) **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 the 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.
 - (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 special use zoning compliance permit.
- (F) **Yearly Inspection Certification.** ~~Conformance with the occupancy conditions of the ADU special use zoning compliance permit shall be certified yearly by the property owner 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. The certification process shall be subject to an appropriate fee as determined by the City Commission.~~
- (G) **Maximum Floor Area of ADU.** The floor area of the ADU shall not exceed 750 square feet, or 50% of the gross floor area of the principal residence, whichever is less.
- (H) **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, 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.

(I) Architecture and Design.

(1) An ADU must be designed to maintain the architectural character and appearance of the principal 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) Entrances to ADUs, including exterior stairs leading to a second story entrance, are restricted to the side or rear façade of the building to which it is attached. This provision does not apply if the ADU's primary entrance is the same as the entrance to the principal residence.

(J) Parking. One (1) off-street parking space shall be provided for the ADU in a driveway, or in a rear or side yard on the lot. 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\(A\)\(91\)](#)). 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.

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

Section 54.613 Dwelling, Duplex

(A) Lot Area and Lot Width. The minimum lot area and lot width for lots with a duplex must meet the requirements of [Article 4](#).

(B) Side Yard Setback. The minimum required side yard setback for a duplex is 10 feet on each side unless a larger side yard setback is required by the zoning district in [Article 4](#).

(C) Parking. Two (2) parking spaces for each dwelling unit, located in the side or rear yard only, shall be provided unless otherwise exempted by this Code.

(D) Outdoor Livability Space. On each lot containing a duplex, at least ~~40~~ 20 percent of the lot must be used for outdoor livability space such as lawns, gardens, and/or outdoor patios.

Section 54.616 Dwelling, Multiple Family and Apartments

(A) Separation Distances in the MFR District. Multiple Family Dwellings and Apartment Buildings in the MFR District must meet the separation distance requirements of [Section 54.403\(G\)](#).

(B) 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\(L\)](#), if required.

(C) Accessory Structures and Uses in the MFR District: In the MFR District, the following requirements apply to multiple-family buildings and apartments:

(1) **Detached Accessory Buildings.** No detached accessory building may exceed ~~15~~ 20 feet in

height. Detached accessory building shall be located at least ~~ten (10)~~ **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.

Section 54.621 Home Occupations

~~(A) One Non Resident Employee.~~ A Home Occupation shall not employ more than one (1) person who is not a member of the household.

~~(B) Signs.~~ A Home Occupation shall not have signage unless permitted in [Article 11](#).

~~(C) Accessory Structure Use.~~ Activities related to the home occupation may take place in an accessory structure that is properly permitted by the City and the County Building Codes Department (if necessary) and if those activities do not create nuisance conditions for neighboring properties including loud noise, dust, smoke, bright light, etc. and are not activities that meet the definition of “manufacturing” (heavy or light) or “industrial” as defined in Article 2.

~~(D) Limited Customer Traffic.~~ A Home Occupation shall not constitute a retail store, but limited customer traffic is permitted. No commodity other than that produced or processed on the premises shall be sold.

~~(E) Commercial Vehicles.~~ Commercial vehicles used for the home occupation cannot be used primarily for commercial advertising.

~~(F) Maximum Floor Area.~~ A Home Occupation shall not occupy more than 25% of the floor area of the dwelling unit and any accessory structures (combined floor area) utilized for the occupation, or a maximum of 500 square feet, whichever is smaller.

~~(G) Non Transferrable.~~ Approval of a Home Occupation shall vest only in the person making the application and is non-transferrable to another person.

~~(H) Application and City Approval.~~ A Home Occupation requires an application and approval from the City of Marquette.

~~(I) Revocation.~~ An approved permit for a Home Occupation will be revoked for producing nuisance violations or other violations of this section if the violation are not corrected.

(A) Intent and Application. It is the purpose and intent of this Section to provide for certain types of Home Occupations for residents on the resident’s premises. Accordingly, minimum standards have been established in order to assure compatibility of Home Occupations with other uses permitted in the applicable district, and to preserve the character of residential neighborhoods. Home Occupations are different from Home Offices, such as they allow for Customer or Client Traffic, and one employee that is not a resident of the dwelling. The following regulations shall apply to all Home Occupations within the City of Marquette.

(B) Applicability

(1) Application and City Approval. The Zoning Administrator or their designee shall review and approve applications for all Home Occupation permits.

(2) Non-Transferrable. Approval of a Home Occupation is not transferable to a location other than that which was approved. The Home Occupation permit and use shall terminate automatically when the applicant no longer resides in the dwelling unit.

(3) Owner Signature. If the resident applicant is other than the owner of the property, the owner must authorize the application.

(C) Regulations Applicable to Home Occupations

(1) Maximum Floor Area. A Home Occupation shall not occupy more than 25% of the floor area of the dwelling unit and any accessory structures (combined floor area) utilized for the occupation, or a maximum of 500 square feet, whichever is smaller.

(2) Location. Activities related to the Home Occupation may take place in the primary dwelling or in an accessory structure that is properly permitted by the City and the County Building Codes Department (if necessary) and if those activities do not create nuisance conditions for neighboring properties including loud noise, dust, smoke, bright light, etc. and are not activities that meet the definition of "manufacturing" (heavy or light) or "industrial" as defined in Article 2.

(3) Exterior Appearance.

(a) No Outdoor Storage or Displays. No outdoor storage or display of products, equipment, or merchandise associated with the Home Occupation is permitted.

(b) No Evidence of Home Occupation. To protect the residential character of neighborhoods, there shall be no evidence of the home occupation when viewed from the street right-of-way or from an adjacent lot, and no change in exterior appearance of the dwelling or accessory building that houses a Home Occupation.

(c) Signs. A Home Occupation shall not have signage unless permitted in accordance with [Article 11](#).

(4) Operational Impacts.

(a) No equipment, process, or activity shall be used in a Home Occupation which creates glare, fumes, odor, vibration, noise, electrical interference, or fluctuation in voltage which is detectable to the normal senses from the street right-of-way or from an adjacent lot.

(b) To protect the integrity of the water supply and natural environment of the residential neighborhood, no Home Occupation shall involve the:

(i) generation of any hazardous waste as defined in Article II Chapter 3 Part 111 of Michigan P.A. 451 of 1994, as amended (being the Hazardous Waste Management part of the Natural Resources and Environmental Protection Act, MCL 324.11101 et. seq.); or

(ii) use of materials which are used in such quantity, or are otherwise required, to be registered pursuant to the Code of Federal Regulations, Title 29, Chapter XVII, part 1910(2), except this provision shall not apply to material purchased retail over the counter for household cleaning, lawn care, operation of a photocopy machine, painting, printing, art and craft supplies, or heating fuel.

(c) No hazardous materials produced in the Home Occupation operation shall be stored or disposed of on-site, and no Home Occupation shall discharge into any sewer, drainage way, water body, or the ground any materials which are radioactive, poisonous, detrimental to normal sewer plant operation, or corrosive to waste management installations.

(d) No traffic shall be generated by any Home Occupation in substantially greater volume than would normally be expected in a residential neighborhood. No vehicle or delivery truck shall block or interfere with normal traffic circulation.

(5) **One Non-Resident Employee.** A Home Occupation shall not employ more than one (1) person who is not a member of the household.

(6) **Limited Customer Traffic and not a Retail store.** A Home Occupation shall not constitute a retail store, but limited customer traffic is permitted. No commodity other than that produced or processed on the premises shall be sold.

(7) **Commercial Vehicles.** Commercial vehicles used for the Home Occupation cannot be used primarily for commercial advertising.

(8) **Examples of Home Occupations.** Examples of Home Occupations permitted by Home Occupation Permit include the following:

(a) Accountant or tax preparer

(b) Artist or small crafts maker, or toy maker

(c) Barber Shop or Beauty Shop (no more than two stylists and chairs)

(d) "Cottage Food operation" meeting the Michigan Cottage Food Law, PA 113 of 2010, as amended.

(e) Crafts or fine arts - where some clients come to the dwelling at different times for individual instruction

(f) Firearm Repair

(g) Operation of network marketing businesses like sales of cosmetics, household cleaning goods, and nutritional supplements on behalf of a third party, without any sales events at the home.

(h) Small appliance and bicycle repair

(i) Seamstress, tailor or weaver

(j) T-shirt maker

(k) Tutor or instructor of music

(l) Watch, clock or jewelry creation or repair

(D) **Uses Prohibited as Home Occupations.** The following are prohibited as Home Occupations:

(1) Auto Repair

(2) Auto Paint Shop

(3) Barber Shop or Beauty Shop (more than two stylists and chairs)

(4) Dental Clinic

(5) Firearm Sales

(6) Fireworks Sales

(7) Funeral Home

(8) Kennel

(9) Medical Clinic

(10) Restaurant/Commercial Kitchen

(11) Vet/Animal Hospital

(12) Vet/Animal Clinic

(E) **Revocation.** An approved permit for a Home Occupation will be revoked for producing nuisance violations or other violations of this section if the violations are not corrected.

Section 54.628 Light Vehicle/Equipment Sales and Display

- (A) **Minimum Lot Size.** The site shall be a minimum of one-half acre when vehicles are displayed outdoors.
- (B) **Licensing.**
- (1) For vehicle sales, the proprietor must be a licensed dealer in the State of Michigan.
 - (2) Vehicle licensing requirements of the State of Michigan shall be followed in the review and approval of vehicle sales requests.
- (C) **Open Drive Aisles.** Outdoor display and storage areas of vehicles shall maintain open drive aisles to allow free movement of vehicles.
- (D) **Parking.**
- (1) All vehicles waiting to be picked up by the vehicle driver shall be kept in approved parking spaces on site.
 - (2) Vehicles being displayed cannot be parked in required parking spaces, however, they must only be parked in the excess parking spaces on the site.
- (E) **Flag or Pennant Displays.** One (1) flag or pennant may be displayed on each vehicle for sale or lease. The maximum size of each flag or pennant shall not exceed twelve (12) inches x eighteen (18) inches. All other signage for the site must comply with [Article 11](#).
- (F) **Power Equipment and Vehicle Accessories.** Display areas may include those approved per Article 6, [Section 54.639](#) or must be in other areas on the private property (out of any right-of-way) that are not within a clear vision triangle or required side and rear yards and are outside of pedestrian paths or required parking spaces. The display of qualifying merchandise may encroach to within five (5) feet of the public sidewalk provided items are on a hard surface.

Section 54.6289 Marihuana Establishments

(A) A marihuana grower, marihuana processor, marihuana retailer, marihuana safety compliance facility, marihuana secure transporter, marihuana microbusiness, [Class A microbusiness](#), [marihuana educational research facility](#), [and or](#) marihuana designated consumption establishment may be permitted through the issuance of a special land use permit in certain districts pursuant to Article 14, [Section 54.1403](#) Special Land Use Review of the Code provided that:

- (1) At the time of application for a special use permit the marihuana establishment must have a provisional license by the State of Michigan and then must be at all times in compliance with the laws of the State of Michigan including but not limited to the Michigan Regulation and Taxation of Marihuana Act, MCL 333.27951 et seq.; and all other applicable rules promulgated by the State of Michigan.
- (2) The use or establishment must be at all times in compliance with Chapter 5 Marihuana and all other applicable laws and ordinances of the City of Marquette.
- (3) A marihuana establishment, or activities associated with the licensed growing, processing, testing, transporting, or sales of marihuana, may not be permitted as a home business or accessory use nor may they include accessory uses except as otherwise provided in this ordinance.
- (4) [Marihuana Educational Research may be an accessory use to a commercial enterprise that is under contract with an educational institution for marijuana research.](#)

(D) **Marihuana Microbusiness – Light Manufacturing.** Marihuana Microbusiness – Light Manufacturing shall be subject to the following standards:

- (2) Odor. As used in this subsection, building means the building, or portion thereof, used for marihuana growing, [retail](#), or marihuana processing operations.
- (13) [A drive-through use can be added that would be tied to the retail use. Must meet the Article 6 Standards, Section 54.611 Drive-Through Uses, and be a part of the project proposal.](#)

(134) Additional Safeguards. The Planning Commission may require additional safeguards to meet the intent of the district and to assure opportunity for additional industrial uses and for growth within each area of the city which permits industrial uses

(E) Marihuana Microbusiness – Heavy Manufacturing. Marihuana Microbusiness – Heavy Manufacturing shall be subject to the following standards:

(2) Odor. As used in this subsection, building means the building, or portion thereof, used for marihuana growing, retail, or operations.

(13) A drive-through use can be added that would be tied to the retail use. Must meet the Article 6 Standards, Section 54.611 Drive-Through Uses, and be a part of the project proposal.

(F) Marihuana Class A Microbusiness. Marihuana Class A Microbusiness – shall be subject to the following standards:

(1) All local, county, state and federal laws, rules and regulations pertaining to the emission of odor, dust, smoke, gas, noise, vibration and the like, shall be met at all times during operation of any building related to the operation.

(2) Odor. As used in this subsection, building means the building, or portion thereof, used for marihuana growing and retail operations.

(a) The building shall be equipped with an activated carbon filtration system for odor control to ensure that air leaving the building through an exhaust vent first passes through an activated carbon filter.

(b) The filtration system shall consist of one or more fans and activated carbon filters. At a minimum, the fan(s) shall be sized for cubic feet per minute (CFM) equivalent to the volume of the building (length multiplied by width multiplied by height) divided by three. The filter(s) shall be rated for the applicable CFM.

(c) The filtration system shall be maintained in working order and shall be in use. The filters shall be changed upon manufacturer's recommendation, or a minimum of once every 365 days, whichever occurs first.

(d) Negative air pressure shall be maintained inside the building.

(e) Doors and windows shall remain closed, except for the minimum length of time needed to allow people to ingress or egress the building.

(f) An alternative odor control system is permitted if the special use permit applicant submits and the municipality accepts a report by a mechanical engineer licensed in the State of Michigan demonstrating that the alternative system will control odor as well or better than the activated carbon filtration system otherwise required. The municipality may hire an outside expert to review the alternative system design and advise as to its comparability and whether in the opinion of the expert it should be accepted.

(3) All off-street parking shall be in compliance with [Article 9](#) of this Code.

(4) Landscaping and Screening shall be provided in accordance with [Article 10](#) of this Code.

(5) All signs shall be in compliance with the provisions of [Article 11](#) of this Ordinance.

(6) All exterior lighting shall be in accordance with [Section 54.802](#) hereof.

(7) No material shall be stored outdoors except within areas effectively screened from view from adjoining properties and rights-of-way.

(8) Patrons/customers/clients: No one under the age of 21 shall be permitted within the establishment/building(s)

(9) No use or consumption of marihuana or marihuana products may be conducted within the establishment/building or on the premises.

(10) Marihuana and marihuana products may only be sold within the establishment/building.

(11) All deliveries/transfer of Marihuana and Marihuana products must occur within the establishment/building.

(G) Marihuana Educational Research. A marihuana educational research facility shall be subject to the following Standards, where not pre-empted by the State of Michigan:

(1) All local, county, state and federal laws, rules and regulations pertaining to the emission of odor, dust, smoke, gas, noise, vibration and the like, shall be met at all times during operation of any building related to the operation.

(2) Odor. As used in this subsection, building means the building, or portion thereof, used for marihuana growing or marihuana processing.

(a) The building shall be equipped with an activated carbon filtration system for odor control to ensure that air leaving the building through an exhaust vent first passes through an activated carbon filter.

(b) The filtration system shall consist of one or more fans and activated carbon filters. At a minimum, the fan(s) shall be sized for cubic feet per minute (CFM) equivalent to the volume of the building (length multiplied by width multiplied by height) divided by three. The filter(s) shall be rated for the applicable CFM.

(c) The filtration system shall be maintained in working order and shall be in use. The filters shall be changed upon manufacturer's recommendation, or a minimum of once every 365 days, whichever occurs first.

(d) Negative air pressure shall be maintained inside the building.

(e) Doors and windows shall remain closed, except for the minimum length of time needed to allow people to ingress or egress the building.

(f) An alternative odor control system is permitted if the special use permit applicant submits and the municipality accepts a report by a mechanical engineer licensed in the State of Michigan demonstrating that the alternative system will control odor as well or better than the activated carbon filtration system otherwise required. The municipality may hire an outside expert to review the alternative system design and advise as to its comparability and whether in the opinion of the expert it should be accepted.

(3) All off-street parking shall be in compliance with [Article 9](#) of this Code.

(4) Landscaping and Screening shall be provided in accordance with [Article 10](#) of this Code.

(5) All signs shall be in compliance with the provisions of [Article 11](#) of this Ordinance.

(6) All exterior lighting shall be in accordance with [Section 54.802](#) hereof.

(7) No material shall be stored outdoors except within areas effectively screened from view from adjoining properties and rights-of-way.

(9) Use or consumption of marihuana or marihuana products may be conducted within the establishment/building or on the premises if permitted by the State of Michigan.

(11) All deliveries/transfer of Marihuana and Marihuana products must occur within the establishment/building.

(12) If any research activities involve processing marihuana/cannabis, the requirements of subsection H or I of this section, for Marihuana Processors, are applicable.

(F H) Marihuana Processor – Light Manufacturing.

(G I) Marihuana Processor – Heavy Manufacturing.

(H J) Marihuana Retailer. Marihuana Retailers shall be subject to the following standards:

(11) A drive-through use can be added that would be tied to the retail use. Must meet the Article 6 Standards, Section 54.611 Drive-Through Uses, and be a part of the project proposal.

(K) Marihuana Safety Compliance Facility

(L) Marihuana Secure Transporter. A marihuana secure transporter shall be subject to the following standards:

- (1)** All local, county, state and federal laws, rules and regulations pertaining to the emission of odor, dust, smoke, gas, noise, vibration and the like, shall be met at all times during operation of any building related to the operation.
- (2)** Odor. As used in this subsection, building means any building, or portion thereof, used by a Marihuana Secure Transporter.
 - (a)** The building shall be equipped with an activated carbon filtration system for odor control to ensure that air leaving the building through an exhaust vent first passes through an activated carbon filter.
 - (b)** The filtration system shall consist of one or more fans and activated carbon filters. At a minimum, the fan(s) shall be sized for cubic feet per minute (CFM) equivalent to the volume of the building (length multiplied by width multiplied by height) divided by three. The filter(s) shall be rated for the applicable CFM.
 - (c)** The filtration system shall be maintained in working order and shall be in use. The filters shall be changed upon manufacturer's recommendation, or a minimum of once every 365 days, whichever occurs first.
 - (d)** Negative air pressure shall be maintained inside the building.
 - (e)** Doors and windows shall remain closed, except for the minimum length of time needed to allow people to ingress or egress the building.
 - (f)** An alternative odor control system is permitted if the special use permit applicant submits and the municipality accepts a report by a mechanical engineer licensed in the State of Michigan demonstrating that the alternative system will control odor as well or better than the activated carbon filtration system otherwise required. The municipality may hire an outside expert to review the alternative system design and advise as to its comparability and whether in the opinion of the expert it should be accepted.
- (3)** All exterior lighting shall be in accordance with [Section 54.802](#) hereof.
- (4)** No processing or manufacturing shall take place within any structure/building related to the operation.
- (5)** No material shall be stored outdoors except within areas effectively screened from view from adjoining properties and rights-of-way.
- (6)** All signs shall be in compliance with the provisions of [Article 11](#) of this Ordinance.
- (7)** All off-street parking shall be in compliance with [Article 9](#) of this Ordinance.
- (8)** Landscaping and Screening shall be provided in accordance with [Article 10](#) of this Ordinance.

All Section numbers below this will change to the following:

Section 54.629-30 Reserved

Section 54.630-31 Mobile Home Parks

Section 54.631-32 Natural Resource Extraction

Section 54.632-33 Nursing Home, Convalescent Home, Extended Care Facility, Assisted Living Facility

Section 54.633-34 Office Uses

Section 54.634-35 Open Storage

Section 54.635-36 Outdoor Entertainment and Community Events

Section 54.636-37 Outdoor Alcoholic Beverage Service

- Section 54.637 ~~38~~ Outdoor Food and Non-Alcoholic Beverage Service
- Section 54.638 ~~39~~ Outdoor Temporary Retail Sales
- Section 54.639 ~~40~~ Port Facilities and Docks
- Section 54.640 ~~41~~ Recreational Uses, Land Intensive
- Section 54.641 ~~42~~ Religious Institutions and Places of Assembly
- Section 54.642 ~~43~~ Residential Limited Animal Keeping.

Section 54.643 ~~44~~ Rooming Houses and Hostels

- (A) **On-Site Manager.** Rooming Houses or Hostel must have a manager on the premises when occupants are residing in the Rooming House or Hostel.
- (B) **Setback Requirements.** Rooming Houses and Hostels must comply with the yard requirements for duplexes (See [Section 54.613](#) and [Article 4](#)).
- (C) **Inspections.** Rooming Houses and Hostels must be inspected and licensed on a yearly basis, in compliance with the Property Maintenance Code and the City Business license section of the City Code.
- (D) **Parking.** At least three (3) off-street parking spaces must be provided on the site.
- (E) **Setback from Other Rooming Houses.** No Rooming House or Hostel shall be located within 500 feet of another rooming house or hostel.
- (F) **Outdoor Livability Space.** At least 25% of the lot must be used for outdoor livability space such as lawns, gardens, and/or outdoor patios.
- (G) **Pre-Application.** Prior to application for zoning approval, the applicant must meet with the Planning Department and is encouraged to inform the neighbors of plans for the rooming house.
- (H) **Minimum Lot Area and Width.** Rooming Houses must be located on sites having at least 9,000 square feet and 50 feet of frontage.

- Section 54.644 ~~45~~ Schools
- Section 54.645 ~~46~~ Shooting Range, Indoor
- Section 54.646 ~~47~~ Supportive Housing Facility, Permanent and Transitional
- Section 54.647 ~~48~~ Wireless Telecommunications Facilities

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
 The following features may be located within required yard setbacks to the extent indicated. Unless explicitly permitted, under no circumstances shall any structure or attachment to a structure protrude to

within five (5) feet of a right-of-way line and/or rear property line, or closer than three (3) feet to the side yard property line.

- (A) **Sidewalks and Landscaping.** Sidewalks and landscaping may be located in any yard setback.
- (B) **Architectural Features.** Cornices, canopies, eaves, or similar architectural features may project into required yard setback areas to a maximum of two and one-half (2.5) feet from the property line.
- (C) **Access Ways.** Unenclosed stairs, steps, fire escapes, and access ramps may project into yard setbacks, provided that they are set back at least twelve (12) inches from the front lot line, five (5) feet from the rear lot line, and three (3) feet from the side lot lines with the following exceptions:
- (1) Front yard setbacks are not required for barrier-free access ramps if resident requires ramp access due to a disability and there is not adequate space to locate the ramp elsewhere on the property. When such ramp is no longer required it shall be considered a legal, non-conforming encroachment.
 - (2) Window wells, egress windows, and basement escape ladders required by fire codes may project into required yard setbacks the minimum amount necessary to meet the fire code requirement.
 - (3) Existing step or walls that are located between the front property line and 12 inches into the private property may be maintained but not rebuilt, per Section 54.1202 of the LDC. ~~If existing steps or walls protrude into the public right-of-way and are in disrepair, a Grant of License to use public property must be sought for approval to conduct rebuilding work to restore the structure to like-new condition.~~
 - (4) New/Proposed steps must be set back at least 12 inches from the front property line, even if the Zoning District has a 0-ft front setback. If existing steps or walls protrude into the public right-of-way and are in disrepair, a Grant of License to use public property must be sought for approval to conduct rebuilding work to restore the structure to like-new condition.
- (D) **Unenclosed Balconies, Open Porches, Decks, ~~and Patios~~, carports and decks, ~~and patios~~** may project into a required yard setback by up to ten (10) feet provided they are at least five (5) feet from the rear lot lines, at least three (3) feet from the side lot lines, and at least five (5) feet from the front lot lines unless a different front yard setback for unenclosed balconies, open porches, and ~~decks patios~~ is permitted or required by [Article 4](#).
- (E) **Patios and at grade decks.** Patios and at grade decks may project into a required yard setback provided they are set back at least twelve (12) inches from the front lot line (even if the Zoning District has a 0-ft front setback), five (5) feet from the rear lot line, and three (3) feet from the side lot lines with the following conditions:
- (1) The patio cannot occupy more than 20% of the front yard area if the surface is impervious to water percolation. Patios that are made of pervious materials or designed to allow water percolation or are mitigated by storm water detention facilities (such as rain gardens), and that are not used for parking, may occupy up to 30% of the front yard.
 - (a) If the patio is also used for parking it must also meet [Sections 54.902\(E\)\(1\)\(d\)](#) and [54.902\(E\)\(1\)\(e\)](#).
- ~~(E)~~ (F) **Bay Windows, Basement Window Wells, and Chimneys.** Bay windows, basement window wells, and chimneys may project into yard setbacks by up to two (2) feet, provided that such features do not occupy, in the aggregate, more than one-third (1/3) the length of the building wall on which they are located.

(F) (G) Accessory Structures. Accessory structures may project as allowed in [Section 54.705](#).

(G) (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 lot line and a minimum of five (5) feet from a front or rear lot line, subject to the following requirements:

(H) (I) Food Production, Minor. Where Minor Food Production is permitted, the permitted structure encroachments are regulated in [Section 54.619](#).

Section 54.705 Accessory Buildings and Structures

(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)** 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, with the following exceptions:

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

(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 must meet the requirements of [Section 54.616\(C\)](#). 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 **ten (10) 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 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 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.

(C) Accessory Buildings and Structures in ~~Central Business District (CBD), General Commercial (GC), Regional Commercial (RC), Municipal (M), Civic (C), Industrial/Manufacturing (I-M), Conservation and Recreation (CR),~~ and Board of Light and Power (BLP) Districts.

~~(1) Maximum Lot Coverage.~~ No detached accessory building or structure in the CBD, GC, RC, C, I-M, CR, and BLP district may exceed the lot coverage of the principal building.

(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 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 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 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.

The rest of the items would be changed

- (D F) Exemptions..**
- (E G) Structures Accessory to Food Production, Minor.**
- (F H) Temporary Structures in all Zoning Districts**
- (G I) Rooftop Accessory Buildings and Structures**

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

(E) Parking Standards Applicable to Specific Zoning Districts.

(1) LDR and MDR Districts and single-family and two-family structures in other zoning districts.

- (a) Definition of “Front Area.”** For the purposes of [Section 54.902\(E\)\(1\)](#) 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.
- (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\(A\)\(91\)](#)). 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, 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. 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 uncompacted pea gravel, cobbles, grass, etc.) to ensure a pervious buffer between driveways and the adjacent lot line, with the exception of the presence of a retaining wall along the subject lot line or other such difficulty. 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 a hardship on the property owner, 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. The maximum width of a driveway is 18 feet wide on a lot up to and including 50 feet in width and 24 feet wide on a lot 100 or more feet in width. The width of driveways on lot widths between 50 and 100 feet are prorated accordingly. 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. 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](#). On corner lots, there shall be two (2) front areas. The overlapped area at the corner may be counted with either front area, but not both, at the discretion of the property owner. The two (2) front areas may not be combined for the purpose of exceeding the 30% maximum hard parking surface within either front area.

(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. Lots of more than 100 feet in width may have two driveways of up to 24 ft. in width on the same frontage or on separate frontages.

(ii) Duplex/two-family uses - 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 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 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.**

(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 51) – in which case only a Zoning Compliance Permit would be required from the OPS property owner.**

Section 54.903 Minimum/Maximum Number of Parking Spaces

Figure 43. Parking Reduction Formula

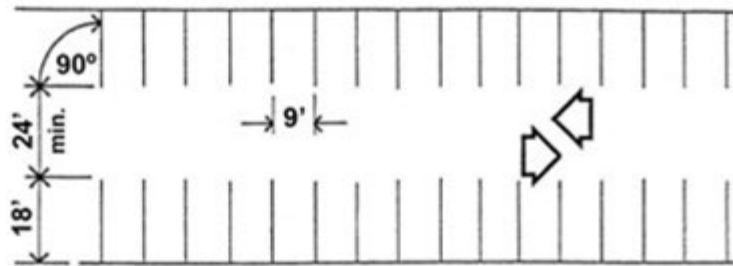
Land Use	Minimum/Maximum Parking Requirement (standards show the parking minimums unless stated)
(A) Residential and Lodging	
(2) Multiple-Family units with 3 or 4 dwelling units	One and a half (1.5) spaces per dwelling unit, except the M-U and CBD zoning districts require 1.125 spaces per dwelling unit.
(3) 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. ~~1.125 spaces per 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.
(4) 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.
(8) Rooming Houses and Hostels	Three (3) spaces.

(I) Other	
(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, <u>Marihuana Education Research</u> , 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) <u>Outdoor Recreation</u>	<u>One (1) space per 10,000 square feet of space dedicated to recreation activities (not to include offices, restrooms, landscaped areas, roads, etc.)</u>

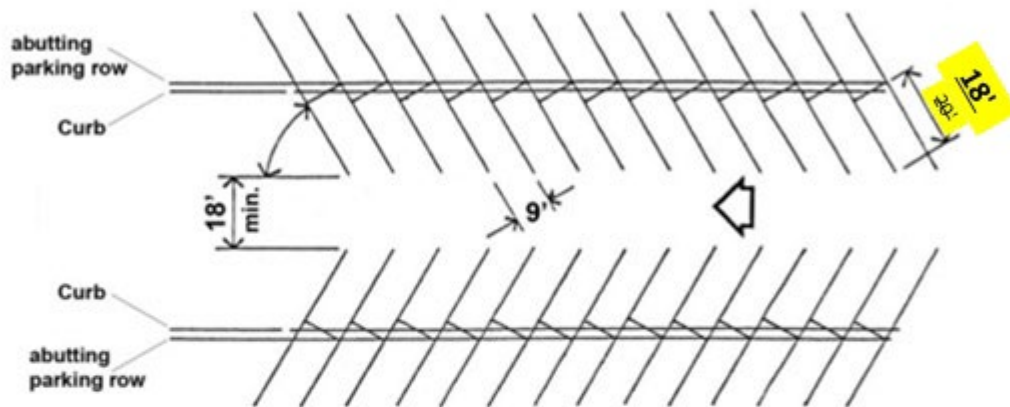
Section 54.905 Parking Layout, Design, Construction, and Maintenance

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

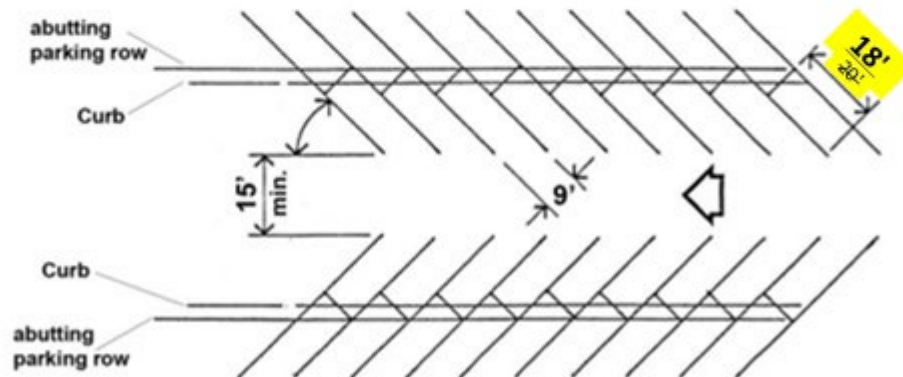
75 to 90
degree



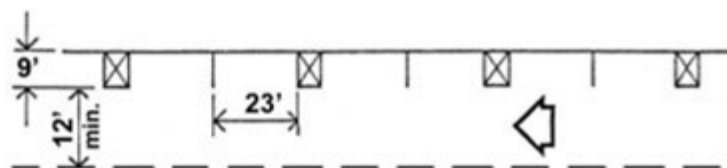
54 to 74
degree



30 to 53
degree



0 degree
(parallel parking)



SECTION 8. Article 10 – Landscaping and Screening

Chapter 54 – LAND DEVELOPMENT CODE, Article 10 – Landscaping and Screening is hereby amended as follows:

Article 10 Landscaping and Screening

Section 54.1002 Scope of Application

(A) Uses, Lots, Sites, and Parcels for Which Site Plan Review is Required. The requirements set forth in this Article shall apply to all uses, lots, sites, and parcels for which Site Plan Review is required and which are developed or expanded following the effective date of this Ordinance. No site plan shall be approved unless that site plan shows landscaping consistent with the provisions of this Article. Furthermore, where landscaping is required, a Zoning Compliance Permit shall not be issued until the required landscape plan is submitted and approved and a Certificate of Occupancy shall not be issued unless provisions set forth in this Article have been met or a performance guarantee has been posted in accordance with the provisions set forth in [Section 54.1402\(H\)](#).

~~**(B) Existing Buildings.** In cases where the use of an existing building changes or an existing building is altered or re-occupied, all of the standards of this Article shall be met, where possible, without altering the layout of the buildings, structures, parking areas, and vehicle and pedestrian circulation systems.~~

(B) Existing Buildings. Meeting the requirements of this Article are optional, in cases where the use of an existing building changes or an existing building is re-occupied and for building and/or site alterations that do not require Site Plan Review.

Section 54.1004 Standards for Plant Materials

(A) Lawn Areas and Other Open Space Areas. Lawn areas and other open space areas that are to remain undeveloped shall be planted in species of grass or other perennials normally grown in the Upper Peninsula to provide suitable groundcover and prevent soil erosion. Lawn areas and other open space areas may be sodded or seeded and mulched, except that City may require solid sod or additional planting requirements in swales or other areas subject to erosion and periodic high-water volumes. Sod or seed shall be clean, free of weeds and noxious pests or disease.

SECTION 9. Article 11 – Signs

Chapter 54 – LAND DEVELOPMENT CODE, Article 11 – Signs is hereby amended as follows:

Article 11 Signs

Section 54.1105 Signs Permitted by Zoning District

(C) Sign Regulations Applicable to the Central Business District (CBD)

Sign Type	CBD Districts			
Freestanding Ground Sign and Freestanding Monument Sign (Section 54.1109(B))	Maximum Number: 1 of either type of sign per lot. Maximum Area: 75 sq. ft.			
	A parcel with an approved drive-through lane may have 2 additional monument or ground signs per approved drive-through lane located within 6 ft. of the drive-through lane, not greater than 8 ft. high, not greater than 24 sq. ft. each, and not legible from the right-of-way or any lot line. The drive-through lane monument or ground signs may be Electronic Message Center (EMC) signs, provided they meet all of the requirements of Section 54.1109(I) . The City may require screening pursuant to Article 10 .			
Freestanding Pole Signs (Section 54.1109(A))	Permitted on W. Washington Street, only west of the Fifth Street intersection.			
	Max. Number: 1 Freestanding Monument/Ground Sign or 1 Freestanding Pole Sign per separate street frontage. Max. Height and Max. Area: The maximum height and maximum area of a Freestanding Pole Sign and, if applicable, an additional Freestanding Pole Sign on a street frontage, shall be based on the speed limit of the adjacent street as follows:			
	Max. Area for First Freestanding Sign Per Frontage: 50 sq. ft.	Max. Height for First Freestanding Sign Per Frontage: 20 ft.	Max. Area for Additional Freestanding Sign Per Frontage: 30 sq. ft.	Max. Height for Additional Freestanding Sign Per Frontage: 12 ft.

Section 54.1109 General Sign Standards

(D) Blade Signs:

(1) Minimum Height. No portion of a blade sign shall be less than ~~ten (10)~~ **eight (8)** feet above grade.

(E) Awning, Canopy, and Marquee Signs:

(1) Minimum Height. Awnings, canopies, and marquees, shall not be placed less than eight (8) feet above a public sidewalk or right-of-way, with the exception of the replacement of legally non-conforming historic signs (per the definition of *historic sign* in [54.1103](#).

(6) Signs Suspended Under Awnings, Canopies, and Marquees. Where signs are suspended under awnings, canopies, or marquees, the following conditions shall apply:

(c) Minimum Height. Signs shall be no less than ~~nine (9)~~ **eight (8)** feet above the sidewalk

SECTION 10. Article 12 – Nonconformities

Chapter 54 – LAND DEVELOPMENT CODE, Article 12 – Nonconformities is hereby amended as follows:

Section 54.1202 Nonconforming Uses and Structures

If a structure or the use of a structure or of the land is lawful at the time of enactment of this Ordinance or an amendment to this Ordinance, then that structure or use may be continued although the structure or use does not conform to the Ordinance or amendment. The following sub-sections contain provisions for: classifications of different nonconforming uses and structures; repairs; maintenance; discontinuance; substitutions; expansions; and reconstruction of nonconforming structures and uses:

- (A) Classifications of Nonconforming Uses and Structures.** Pursuant to Section 208 of the Michigan Zoning Enabling Act (Public Act 110 of 2006, as amended), the City of Marquette establishes different classifications of nonconforming uses and structures as defined and provided for in this article. Class A Nonconforming Uses and Structures are regulated in [Section 54.1202\(B\)](#), and Class B Nonconforming Uses and Structures are regulated in [Section 54.1202\(C\)](#):
- (B) Regulations Pertaining to Class A Nonconforming Use or Structure Designation.**

 - (1) Class A Nonconforming Uses and Structures.** Class A Nonconforming Uses or Structures are:

 - (a) One- and Two-Family Uses and Structures.** One- and two-family uses and structures that are nonconforming may be maintained, repaired, altered, or added to as long as they remain otherwise conforming or reduce the extent of the non-conforming portion of the structure. Additions or alterations to the exterior of the structure shall conform to all requirements of this Ordinance.

(i) Exception: Two single-family structures on one lot/parcel are considered Class B Nonconforming and would need to get approval from the BZA to be classified as Class A Nonconforming.
 - (b) Nonconforming Uses or Structures Designated by the Board of Zoning Appeals as Class A Nonconforming Uses or Structures.** ~~Nonconforming uses or structures which have been so designated by the Board of Zoning Appeals as Class A Nonconforming Uses or Structures.~~ To qualify as a Class A Nonconforming Use or Structure, the Board of Zoning Appeals must make affirmative findings on all of the following:

 - (i)** Continuance thereof would not be contrary to the public health, the safety, or welfare, or to the spirit of this Ordinance.
 - (ii)** The use of structure does not and is not likely to significantly depress the value of nearby properties.
 - (iii)** The use or structures was lawful at the time of its inception.
 - (iv)** No useful purpose would be served by strict application of the provisions or requirements of this Ordinance with which the use or structures does not conform. All nonconforming uses and structures not designated as Class A are Class B nonconforming uses or structures. Class A or Class B designations do not apply to nonconforming lots ([Section 54.1203](#)).

SECTION 11. 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.
 - (a)** 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 of a non-residential use, provided such remodeling is not subject to Site Plan Review pursuant to [Section 54.1402\(B\)](#).
- (3)** 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)** 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](#).

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

- (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 complete plan set must also be submitted.**

Section 54.1402 Site Plan Review

(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 51](#). 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 minor site plans that meet the standards herein, as described in [Figure 51](#) and [Section 54.1402\(D\)\(1\)](#). All site plans must be reviewed by the Planning Commission. Three levels of Site Plan Review are conducted by the Planning Commission — Sketch Plan Review, Preliminary Site Plan Review (PSPR), and Final Site Plan Review (FSPR).

, 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 51. Required Review Process Based on Development Activity

Development Activity	Site Plan Review Required by P.C.	Minor/Admin Site Plan Review	Exempt from Site Plan Review
Special land uses	●		
Planned Unit Developments	●		
New construction, additions, or alterations of any non-residential building or buildings, unless the activity is exempt or requires minor site plan review.	●		
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.	●		
Filling a parcel of land to an elevation above the established grade of adjacent developed land.	✖	●	
Site Condominium development – New, amendment, or expansion	●		
New construction, additions, alterations, or site improvements for multi-family residential units that contain or will contain five (5) to twenty (20) dwelling units, 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.		●	
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, and renovations that are less than 20% of the size of the original industrial, commercial, or multi-family residential building footprint or less than 2,500 square feet, unless otherwise exempt.		●	
Any expansion or change in an existing land use if more parking in addition to that already provided is required.		●	

Development Activity	Site Plan Review Required by P.C.	Minor/Admin Site Plan	Exempt From Site Plan Review
Any earthwork greater than 20,000 square feet in size <u>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.</u>		•	
Site improvements <u>of more than 2,000 square feet</u> that include landscaping, site access, and parking lot grading, layout, and new off-street parking, unless the activity is exempt.		•	
Commercial and non-residential buildings of less than <u>2,000 16,000</u> square feet in total, unless the activity requires site plan review.		•	
<u>Condominium development – New, amendment, or expansion</u>		•	
<u>If only adding a new driveway to an existing off-street parking lot and not affecting the parking lot.</u>			•
Single-family dwellings and their accessory facilities on individual parcels.			•
Two-family dwellings and their accessory facilities on individual parcels.			•
Multi-family residential units that contain or will contain three (3) or four (4) dwelling units.			•
Additions, alterations, <u>accessory structures</u> , and renovations that are less than 10% of the size of the original <u>industrial</u> , commercial or multi-family residential building footprint or less than 500 square feet.			•
Interior remodeling or interior construction.			•
Landscaping that is less than 25% of the parcel size or <u>5 2,000</u> 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.			•

(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 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.

(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 45 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.

Section 54.1405 Zoning Ordinance Amendment Procedures

(H) Rezoning (Zoning Map Amendment) with Conditions. 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 requested by a property owner. 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 review of the proposed rezoning 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.

- (1) **Conditional Rezoning Agreement.** The conditions attached to the rezoning shall be set forth by submitting a conditional rezoning agreement listing the proposed conditions. 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:

- (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 effective date of the rezoning 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.

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 3/27/2023

Consent Agenda - Roll Call Vote

Superior Hockey, LLC - Office and Storage Space Lease Agreement

BACKGROUND:

Superior Hockey, LLC has requested the City Commission renew its lease for office and storage space at Lakeview Arena, which expired August 31, 2022. Staff has worked with the City Attorney and Superior Hockey, LLC to draft a standard lease agreement which provides for the terms and conditions of the lease, with an effective date of September 1, 2022. The monthly payment shall be \$1,630.00. The term of the lease is five (5) years.

It should be noted the annual rental amount may increase at an amount not-to-exceed twenty (20%) percent of the previous year's rate.

This lease is for 2039 square feet of office and storage space as outlined in exhibit A.

FISCAL EFFECT:

The Lakeview Arena fund will receive \$19,560 in revenue for FY23.

RECOMMENDATION:

Move the five-year lease agreement with Superior Hockey, LLC for office and storage space at Lakeview Arena to the April 10, 2023 regular meeting.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Lease, Exhibit A and Insurance

LEASE AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2023, by and between **THE CITY OF MARQUETTE**, a Michigan municipal corporation, of 300 W. Baraga Avenue, Marquette, Michigan 49855, hereinafter “LESSOR”, and **SUPERIOR HOCKEY, LLC**, a Michigan limited liability company, of 401 E. Fair, Marquette Michigan 49855, hereinafter “LESSEE”.

Recitals

- A. Lessor is the owner and operator of Lakeview Arena, located at 401 E. Fair Avenue, Marquette, Michigan.
- B. Lessee desires to lease and Lessor is willing to lease to Lessee office space and storage space as shown in Exhibit “A” located in Lakeview Arena in accordance with the terms and conditions contained herein.

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

1. Leased Premises

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

2. Term of Lease

- 2.1 The term of this Agreement shall be for a period beginning September 1, 2022 and ending August 31, 2027; and may, upon expiration of the original term, be renewed by written mutual consent of the parties for up to five (5) year terms upon terms and conditions as agreed upon by the parties.
- 2.2 Either party may terminate this lease on 90 days advance written notice to the other party.

3. Rent

- 3.1 The monthly rental amount shall be \$1,630.00 due in advance on the first day of each month thereafter.
- 3.2 Lessee shall be responsible for its own telephone and internet service as needed and desired by Lessee.
- 3.3 Lessee is subject to increases based on increases in the City fee schedule as approved by the City Commission, not to exceed twenty percent (20%) of the previous year's rental rate. Lessee will be notified of any increase in the monthly rental amount no later than 30 days prior to the date the rental increase will begin.
- 3.4 Upon execution of this Lease, Lessee shall provide Lessor with an amount equal to one and one half month's rent as a security deposit to be held by Lessor during the duration of the Lease term and returned no later than 60 days following termination of the Lease term subject to outstanding rent, expenses incurred, or damages to the Premises.

4. Use of Leasehold Premises

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

- 4.3 Lessee is solely responsible for all aspects of conducting its business, including selection of products, determining pricing, obtaining all supplies and products and for all costs related to Lessee's intended use of the Premises.

5. Use of Common Areas by Lessee

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

6. Maintenance and Repair

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

7. Insurance and Indemnity

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

- 7.5 Lessee will indemnify and hold Lessor harmless from and against all loss, cost, expense and liability whatsoever (including Lessor's cost of defending against the foregoing, such cost to include attorneys' fees) resulting or occurring by reason of Lessee's construction on, use of or occupancy of the Premises.

8. Damage by Fire or Other Causes

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

9. Assignment/Subletting

- 9.1 Lessee shall not assign or sublet the Premises or any part thereof without the express prior written consent of the Lessor.
- 9.2 In no event shall a sublease be allowed that would jeopardize the tax-exempt status of the City.
- 9.3 Lessor may freely assign its rights and obligations under this Lease Agreement to any third party pursuant to a Purchase and Sale Agreement, Land Contract or similar instrument.

10. Use of Premises by Lessor

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

11. Covenant of Quiet Enjoyment

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

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

- 12.1 If Lessee defaults in the observance or performance of any term or covenant of this lease, Lessor may, without thereby waiving the default, remedy the default at Lessee's expense. If, in connection therewith, Lessor makes any expenditure or incurs any obligation for the payment of money or in instituting, prosecuting, or defending any action or proceeding

commenced before or during the term of this lease, or after the expiration or termination of this lease including, but not necessarily limited to, legal expenses and attorneys' fees, Lessee shall pay to Lessor on demand the sums paid or obligations incurred together with legal fees and costs.

13. Default by Lessee

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

14. Surrender of Leasehold Upon Termination of Lease

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

15. Miscellaneous

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

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

LESSOR
CITY OF MARQUETTE

Cody O. Mayer, Mayor

Kyle Whitney, Clerk

APPROVED AS TO SUBSTANCE:

Karen M. Kovacs, City Manager

LESSEE
SUPERIOR HOCKEY, LLC



By:

Its:

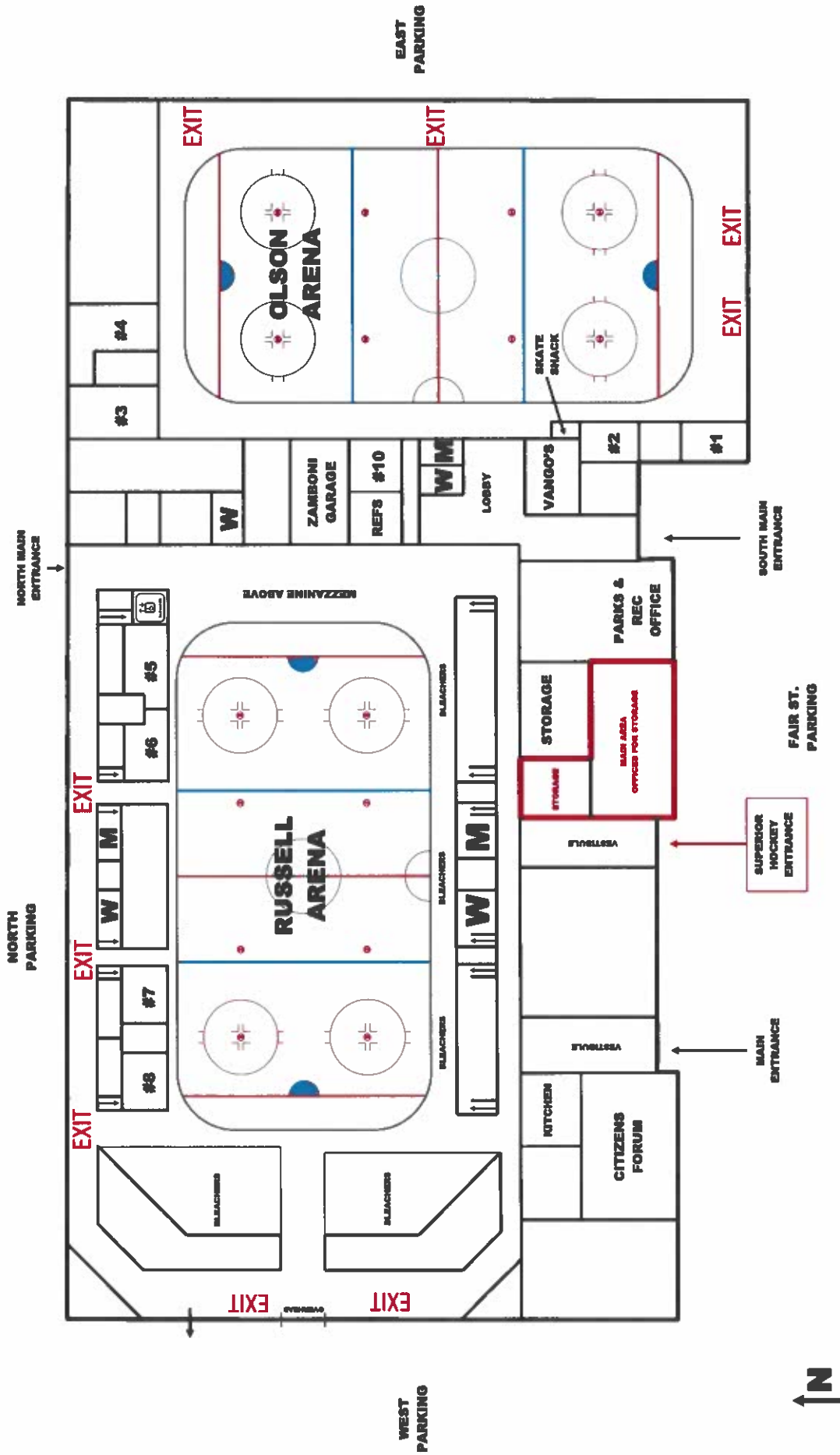
APPROVED AS TO FORM:

Suzanne C. Larsen, City Attorney



LAKEVIEW ARENA

EXHIBIT A





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/14/2023

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

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

PRODUCER Vast 300 South Front Street Marquette MI 49855		CONTACT NAME: Sarah Niemela PHONE (A/C, No, Ext): (906) 228-7500 FAX (A/C, No): (906) 228-5385 E-MAIL ADDRESS: sarahn@vastsolution.com	
INSURED Superior Hockey LLC 401 E Fair Ave Marquette MI 49855		INSURER(S) AFFORDING COVERAGE INSURER A: Acuity Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 14184	

COVERAGES **CERTIFICATE NUMBER:** CL2331421480 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC OTHER:	Y		X84614	12/02/2022	12/02/2023	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$						
	MED EXP (Any one person) \$ 5,000						
	PERSONAL & ADV INJURY \$ 1,000,000						
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							Damage to Rental \$ 100,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB ☐ EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	X84614	12/02/2022	12/02/2023	PER STATUTE OTH-ER \$
	E.L. EACH ACCIDENT \$ 100,000						
	E.L. DISEASE - EA EMPLOYEE \$ 100,000						
	E.L. DISEASE - POLICY LIMIT \$ 500,000						

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

City of Marquette is additional insured in regards to the general liability per form CB-7034(7-13) when signed agreement is in place. All coverages are subject to insurance policy terms and conditions.

CERTIFICATE HOLDER City of Marquette 300 W Baraga Avenue Marquette MI 49855	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 3/27/2023

Unfinished Business

Ordinance 721 - Black Rock Crossing Tax Exemption- Roll Call Vote

BACKGROUND:

The City of Marquette has been approached by Woda Cooper Companies, Inc. (Woda) to support a potential low-income housing development within the City. Woda develops, designs, constructs, and manages affordable housing communities across 15 states in the Midwest, mid-Atlantic, and southeast United States and has existing developments in Menominee, Munising, and Sault Ste. Marie.

Woda has proposed a development located at 1502 W. Ridge Street, and identified as Black Rock Crossing, utilizing the Low Income Housing Tax Credit (LIHTC) program. LIHTC provides tax incentives to encourage developers to create affordable, low-income housing targeting renters earning less than 80% of the Area Median Income. As a component of the LIHTC program, the development will require an ordinance from the City of Marquette exempting the project from all ad valorem property taxes and replacing it with a payment in lieu of taxes (PILT). Woda has offered a PILT equivalent to six percent of the annual shelter rents collected by the housing project during each operating year. City administration has reviewed this request and has found it to be in line with other PILT arrangements located within the City of Marquette.

Approval of this ordinance and PILT request is consistent with recommendations made in the Ad-Hoc Housing Committee Final Report as approved by the City Commission and incorporated in the Community Master Plan.

Per City Charter, this ordinance cannot be adopted at the meeting in which it is introduced, and it was introduced at the Commission's regular meeting of March 13.

FISCAL EFFECT:

The City will realize 6% of Annual Shelter Rents actually collected by the housing project during each operating year as the payment in lieu of taxes.

RECOMMENDATION:

Adopt Ordinance 721 - Black Rock Crossing Tax Exemption.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- Ordinance 721

Ordinance #721

AN ORDINANCE TO PROVIDE FOR A SERVICE CHARGE IN LIEU OF TAXES FOR A HOUSING PROJECT FOR LOW INCOME PERSONS AND FAMILIES TO BE FINANCED WITH AN AUTHORITY-AIDED MORTGAGE LOAN OR AN ADVANCE OR GRANT FROM THE AUTHORITY PURSUANT TO THE PROVISIONS OF THE STATE HOUSING DEVELOPMENT AUTHORITY ACT OF 1966 (1966 PA 346, AS AMENDED; MCL 125.1401, ET SEQ) (THE “ACT”).

THE CITY OF MARQUETTE ORDAINS:

Section 1. This Ordinance shall be known and cited as the “Black Rock Crossing Tax Exemption Ordinance”.

Section 2. Preamble

It is acknowledged that it is a proper public purpose of the State of Michigan and its political subdivisions to provide housing for its low income persons and families and to encourage the development of such housing providing for a service charge in lieu of property taxes in accordance with the Act. The City of Marquette is authorized by this Act to establish or change the service charge to be paid in lieu of taxes by any or all classes of housing exempt from taxation under this Act at any amount it chooses, not to exceed the taxes that would be paid but for this Act. It is further acknowledged that such housing for low income persons and families is a public necessity, and as the City of Marquette will be benefited and improved by such housing, the encouragement of the same by providing real estate tax exemption for such housing is a valid public purpose. It is further acknowledged that the continuance of the provisions of this Ordinance for tax exemption and the service charge in lieu of all ad valorem taxes during the period contemplated in this Ordinance are essential to the determination of economic feasibility of the housing projects that is constructed or rehabilitated with financing extended in reliance on such tax exemption.

The City of Marquette acknowledges that the Sponsor (as defined below) has offered, subject to receipt of a Mortgage Loan from the Michigan State Housing Development Authority, to construct/acquire and rehabilitate, own and operate a housing project identified as Black Rock Crossing on certain property located at 1502 West Ridge Street in the City of Marquette to serve low income persons and families, and that the Sponsor has offered to pay the City of Marquette on account of this housing project an annual service charge for public services in lieu of all ad valorem property taxes.

Section 3. Definitions

- A. Authority means the Michigan State Housing Development Authority.
- B. Annual Shelter Rent means the total collections during an agreed annual period or paid on behalf of all occupants of a housing project representing rent or occupancy charges, exclusive of Utilities.
- C. Contract Rents means the total Contract Rents (as defined by the U.S. Department of Housing and Urban Development in regulations promulgated pursuant to Section 8 of the U.S.

Housing Act of 1937, as amended) received in connection with the operation of a housing project during an agreed annual period, exclusive of Utilities.

D. LIHTC Program means the Low Income Housing Tax Credit program administered by the Authority under Section 42 of the Internal Revenue Code of 1986, as amended.

E. Low Income Persons and Families means persons and families eligible to move into a housing project.

F. Mortgage Loan means a loan that is Federally-Aided (as defined in Section 11 of the Act) or a loan or grant made or to be made by the Authority to the Sponsor for the construction, rehabilitation, acquisition and/or permanent financing of the housing project, and secured by a mortgage on the housing project.

G. Sponsor means person(s) or entities which have received from the Authority a Mortgage Loan or an allocation under the Low Income Housing Tax Credit Program to finance a Housing Development.

H. Utilities means charges for gas, electric, water, sanitary sewer and other utilities furnished to the occupants that are paid by the housing project.

Section 4. Class of Housing Projects

It is determined that the class of housing projects to which the tax exemption shall apply and for which a service charge shall be paid in lieu of such taxes shall be housing projects for Low Income Persons and Families that are financed with a Mortgage Loan by the Authority. It is further determined that Black Rock Crossing is of this class.

Section 5. Establishment of Annual Service Charge

The housing project identified as Black Rock Crossing and the property on which it is located shall be exempt from all ad valorem property taxes from and after the commencement of construction. The City of Marquette acknowledges that the Sponsor and the Authority have established the economic feasibility of the housing project in reliance upon the enactment and continuing effect of this Ordinance, and the qualification of the housing project for exemption from ad valorem property taxes and a payment in lieu of taxes as established by this Ordinance. Therefore, in consideration of the Sponsor's offer to rehabilitate and operate the housing project, the City of Marquette agrees to accept payment of an annual service charge for public services in lieu of ad valorem property taxes. Subject to receipt of a Mortgage Loan, the annual service charge shall be equal to six percent (6%) of the Annual Shelter Rents actually collected by the housing project during each operating year.

Section 6. Contractual Effect of Ordinance

Notwithstanding the provisions of section 15(a)(5) of the Act to the contrary, a contract between the City of Marquette and the Sponsor with the Authority as third party beneficiary under the contract, to provide tax exemption and accept payments in lieu of taxes, as previously described, is effectuated by enactment of this Ordinance.

Section 7. Limitation on the Payment of Annual Service Charge

Notwithstanding Section 5, the service charge to be paid each year in lieu of taxes for the part of the housing project that is tax exempt but which is occupied by other than low income persons or families shall be equal to the full amount of the taxes which would be paid on that portion of the housing project if the housing project were not tax exempt.

Section 8. Payment of Service Charge

The service charge in lieu of taxes as determined under the Ordinance shall be payable in the same manner as general property taxes are payable to the City of Marquette except that the annual payment shall be on or before September 14 of each year.

Section 9. Duration

This ordinance shall remain in effect until June 30, 2041 and shall not terminate so long as the Authority's Mortgage Loan remains outstanding and unpaid or the Authority has any interest in the property; or the Housing Development remains subject to income and rent restrictions pursuant to Section 42 of the Internal Revenue Code of 1986, as amended, provided that construction of the housing project commences within three years from the effective date of this Ordinance.

Section 10. Severability

The various sections and provisions of this Ordinance shall be deemed to be severable, and should any section or provision of this Ordinance be declared by any court of competent jurisdiction to be unconstitutional or invalid the same shall not affect the validity of this Ordinance as a whole or any section or provision of this Ordinance, other than the section or provision so declared unconstitutional or invalid.

Section 11. Inconsistent Ordinances

All Ordinances or parts of Ordinances inconsistent or in conflict with the provisions of this Ordinance are repealed to the extent of such inconsistency or conflict.

Section 12. Effective Date

This Ordinance shall become effective on April 6, 2023 or as otherwise provided by law.

Cody O. Mayer, Mayor

Kyle Whitney, City Clerk

Adopted: _____

Published: _____

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 3/27/2023

New Business

Downtown Marquette Social District - Roll Call Vote

BACKGROUND:

Under state regulations approved in 2020 and made permanent last year, the governing body of a local governmental unit may designate a Social District within its jurisdiction. Qualified licensees whose licensed premises are contiguous to the Commons Area within the Social District and that have been issued a Social District Permit, may sell alcohol on their licensed premises to customers who may then consume the drinks within the Commons Area of the Social District.

The Marquette Downtown Development Authority, in an effort to support economic development and increase opportunities for business and recreation, is requesting the Marquette City Commission approve the establishment of a Social District and Commons Area that would encompass all qualified licensees within the boundaries of the Downtown Development Area and allows for outdoor consumption in designated areas throughout the district. A map is included.

The Marquette DDA will be the designated manager of the district, responsible for informing the public and businesses about the rules and regulations of the Downtown Marquette Social District. Additionally, the DDA will be responsible for maintaining signage related to the district and for waste removal.

The Marquette DDA has met with the City of Marquette Police Department, who is in support of this proposal for a social district. The DDA has held informational meetings with a majority of the businesses that currently hold an applicable liquor license and could participate in the Social District. The response has been overwhelmingly positive from these businesses. The DDA also held two public meetings to explain the proposed Social District and answer any questions the public may have.

FISCAL EFFECT:

None by this action.

RECOMMENDATION:

Approve the attached resolutions establishing the Downtown Marquette Social District and recommending MLCC approval of applications for the MLCC Social District Permit.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Resolution: District
- ▣ Resolution: Establishments



Resolution

To Establish a Downtown Marquette Social District

WHEREAS, pursuant to MCL 436.1551, the City Commission has the authority to designate Social Districts, wherein two or more contiguous licensed establishments can sell alcoholic beverages in special cups to be taken into a designated Commons Areas for consumption; and

WHEREAS, the Downtown Marquette Social District would be created and managed through a collaboration with the Marquette Downtown Development Authority; and

WHEREAS, the creation of the Downtown Marquette Social District is intended to assist downtown businesses by attracting customers for enhanced outdoor dining and entertainment experiences in downtown Marquette; and

WHEREAS, the Downtown Marquette Social District boundaries are detailed in the map attached hereto as Exhibit A;

NOW, THEREFORE, BE IT RESOLVED, that the Marquette City Commission does hereby approve the creation of the Downtown Marquette Social District as depicted in the attached map (Exhibit A) for consideration by the Michigan Liquor Control Commission.

This resolution will take immediate effect.

Duly adopted by the Marquette City Commission on March 27, 2023.

Cody O. Mayer, Mayor

Certified to be a true copy on March 27, 2023.

Kyle Whitney, City Clerk

EXHIBIT A





Resolution

To Approve Participating Establishments in the Downtown Marquette Social District

WHEREAS, at a regular meeting held on March 27, 2023, the Marquette City Commission approved the creation of the Downtown Marquette Social District, as permitted by MCL 436.1551; and

WHEREAS, each license holder in the district must make application to the Michigan Liquor Control Commission (MLCC) and affixed to that application must be a resolution from the City Commission recommending approval of the application; and

WHEREAS, this resolution is intended to provide such recommendation for each MLCC license holder in the district, should they choose to apply;

NOW, THEREFORE, BE IT RESOLVED that the establishments listed in the attachment to this resolution are hereby approved for participation in the Downtown Marquette Social District, and the City of Marquette recommends approval of their application for the MLCC Social District Permit.

This resolution will take immediate effect.

Duly adopted by the Marquette City Commission on March 27, 2023.

Cody O. Mayer, Mayor

Certified to be a true copy on March 27, 2023.

Kyle Whitney, City Clerk

DOWNTOWN MARQUETTE LIQUOR LICENSEES ELIGIBLE FOR SOCIAL DISTRICT PERMIT

DBA	Licensee Name	Business Address	Status	Additional Information
1	CASA CALABRIA	1108 N 3rd St	Active	
2	THAI HOUSE KITCHEN	1031 N 3rd St	Active	
3	VANGO'S LOUNGE	927 N 3rd St	Active	
4	STUCKO'S PUB & GRILL	900 N 3rd St	Active	
5	THIRD BASE BAR	726 N 3rd St	Active	
6	SUPERIOR CULTURE	717 N 3rd St	Active	
7	SWEETWATER CAFÉ	517 N 3rd St	Active	Currently known as "Bodega"
8	BLACKROCKS BREWERY	N 3rd St	Active	
9	THE CRIB	401 N 3rd St	Active	
10	THE LANDMARK INN	230 N Front St	Active	
11	RAMADA INN OF MARQUETTE	412 W Washington St	Active	
12	FLANIGAN'S	429 W Washington St	Active	
13	PORTSIDE INN	239 W Washington St	Active	
14	AUBREE'S PIZZA OF MARQUETTE	227 W Washington St	Active	
15	DIGS	154 W Washington St	Active	
16	VERABAR (& 906 BAR AND GRILL)	145 W Washington St	Active	
17	LAGNAPPE	145 Jackson Cut Aly	Active	
18	THE DELFT BISTRO	139 W Washington St	Active	
19	THE HONORABLE DISTILLERY	136 W Washington St	Active	
20	STEINHAUS	102 W Washington St	Active	
21	REMILLARDS	111 S 3rd St	Active	Currently known as "Remies"
22	ELIZABETH'S	113 S Front St	Active	
23	THE VIERLING SALOON AND SAMPLE ROOM	119 S Front St	Active	
24	SOL AZTECA	105 E Washington St	Active	
25	IRON BAY RESTAURANT	105 E Washington St	Active	
26	ZEPHYR BAR	215 S Front St	Active	
27	ORE DOCK BREWING COMPANY	112-113-114 W Spring St	Active	
28	BREAKERS ROADHOUSE	149 W Baraga Ave	Active	
29	Formerly "THE MARQ"	113 W Baraga Ave	Active	Currently closed, Liquor license active, business for sale
30	COMING SOON		COMING SOON	Planning on opening in April
0	KOGNISION BRYGGERI (Opening Soon)	1034 N 3rd St	COMING SOON	Planning on opening in April