

City of Marquette, MI



Meeting Agenda City Commission

Monday, April 25, 2022

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. Appointment

Antonio Adan, Downtown Development Authority, for an unexpired term ending 01-01-24

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

Presentation(s)

2. Parks and Recreation Advisory Board, by Chair Ellen Weingarten

3. Consent Agenda - Roll Call Vote

3.a. Approve the minutes of the April 11, 2022 regular Commission meeting

3.b. Approve the total bills payable in the amount of \$512,319.92

3.c. Cisco Equipment Lease

3.d. Indigenous Food Summit - Special Event Permit

3.e. MERS Service Credit Purchase - Roll Call Vote

3.f. Proclamation- 25th Anniversary of Marquette Symphony Orchestra

3.g. Proclamation- Missing and Murdered Indigenous Women Awareness Week

3.h. Schedule Public Hearing- Land Development Code Amendments

3.i. Schedule Public Hearing- Ordinances #707 and #708

3.j. Schedule Public Hearing- Rezoning of City-owned Properties

3.k. Schedule Public Hearing- UPPCO Limited Franchise Ordinance

3.l. Shrine Circus - Special Event Permit

3.m. SpinwayMQT, LLC – Lease Agreement

3.n. Tree Planting Services

3.o. Used Fork Truck Purchase

New Business

4. Fire Truck Purchase
5. Residential Curbside Recycling Cart Grants

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

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

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 4/25/2022

Consent Agenda - Roll Call Vote

Approve the minutes of the April 11, 2022 regular Commission meeting

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ April 11 minutes



City of Marquette, MI

300 West Baraga Ave
Marquette, Michigan 49855

Meeting Minutes City Commission

Monday, April 11, 2022

6:00 PM

Commission Chambers

Call to Order, Pledge of Allegiance and Roll Call

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

Absent: Hanley

Commissioner Jenn Hill moved to excuse the absence of Commissioner Jess Hanley, seconded by Mayor Pro Tem Cody Mayer and Carried Unanimously.

Approval of the Agenda

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

Announcements

Mayor Smith stated that the Planning Commission has several public hearings scheduled for the April 12 meeting, including a hearing on the rezoning of City property, one on proposed Land Development Code amendments and one on proposed Master Plan amendments.

The Mayor also offered congratulations on the 50th anniversary of the Marquette Choral Society. Several members of the society were present and stood for acknowledgement.

Boards and Committees

1. Appointment

Suzanne Williams, Peter White Public Library Board of Trustees, for a term ending 05-01-27

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

2. Reappointments

Wayne Premeau, Planning Commission, for a term ending 02-15-25

Erik Johnson, Presque Isle Park Advisory Committee, for a term ending 04-01-25

Commissioner Fred Stonehouse moved to Approve the reappointments as listed, seconded by Mayor Pro Tem Cody Mayer and Carried Unanimously.

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

Todd Leigh, the president of the Marquette Choral Society's executive board, thanked the Commission for the recognition. He said the society owes its existence and success in large part to the City of Marquette, as well as to the community, donors, Northern Michigan University and longtime members of the society, some of whom have been singing for all 50 years.

Margaret Brumm spoke about the amount of litter in the City and advocated for increased enforcement and financial penalties for littering in the City. She also suggested having hotels post signs indicating the littering fines.

Presentation(s)

3. Marquette Housing Commission, by Executive Director Sharon Maki

Marquette Housing Commission Executive Director Sharon Maki and MHC member Jackie Stark presented the group's annual presentation to the City Commission.

The presentation focused on the board makeup - there is one vacancy at present - and on MHC activity in the last year, as well as the current state of the MHC properties. Ensuing discussion centered around affordable and work-force housing, cost considerations, vacancy rates, voucher programs, MHC revenue streams and plans for the future.

4. Consent Agenda

Commissioner Fred Stonehouse moved to Approve the Consent Agenda as written, seconded by Commissioner Sally Davis and Carried Unanimously.

4.a. Approve the minutes of the March 28, 2022 regular Commission meeting

4.b. Approve the total bills payable in the amount of \$772,049.18

4.c. Lakeshore Boulevard Michigan Coastal Zone Management Program Area Restoration Project Contract

4.d. Proclamation - 50th Anniversary of the Marquette Choral Society

4.e. Sewer Cleaning and Televising Services for 2022-2024 Project Contract

4.f. Wright Street Sidewalk Extension and Sidewalk Repair and Replacement Project

New Business

5. Amended and Restated Trucking Corridor Agreement

Commissioner Fred Stonehouse moved to Approve the Amended and Restated Trucking Corridor Agreement, and authorize the Mayor and City Clerk to sign the Agreement, seconded by Commissioner Jenn Hill and Carried Unanimously.

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

Margaret Brumm spoke about the importance of increasing littering fees, as well as the need to communicate effectively with the local hotels.

Comments from the Commission

Commissioner Hill congratulated the Choral Society on the anniversary, and said the group's gala is on April 20 and their concert is on April 23. She said that, as the snow melts, City staff will be undertaking spring street cleanup and she asked residents to be patient.

Commissioner Stonehouse said there is always something to do in Marquette. He praised the recent Angry Bear Festival and said the upcoming Choral Society concert is just another great opportunity.

Commissioner Bonsall thanked the Marquette Housing Commission for all the work being done and for taking the community's housing challenges seriously. He said he thinks the City should have a public conversation about where low- and middle-income housing could be located. He also asked the City Manager for an update on the Presque Isle Marina.

Commissioner Davis said she agrees that there is always something to do in Marquette and pointed out the current spring art exhibit in Marquette City Hall, which is heavily focused on the blue-spotted salamander.

Mayor Pro Tem Mayer commended City staff for the re-negotiation of the trucking agreement and for including notice of the City's prevailing wage policy in the documentation for the Wright Street Sidewalk Extension project. He also thanked staff for recently digitizing the forms for applying to get garbage and recycling bins in the City. He also welcomed new police Chief Ryan Grim, who is officially on the job this week.

Mayor Smith spoke about brush and yard waste collection.

Comments from the City Manager

City Manager Karen Kovacs said the yard waste collection may be delayed due to the weather, but noted that the City would notify the public this week if there is a delay. She said the compost site on Pioneer Road will still be open to the public, even if there is a delay in curbside pickup. She said her community office hours are scheduled for 10 a.m. on Wednesday April 13, in the Peter White Public Library. Regarding the Presque Isle Marina, she said the docks sustained a fair amount of damage when they drifted out of the marina recently, and that they are secured, but still lodged in ice. She said the marina will still open, likely near June. She said that payments are still due from boaters by April 15, but that the City will retroactively prorate the fee if the season is delayed.

Adjournment

Mayor Smith adjourned the meeting at 6:58 p.m.

Jennifer A. Smith, Mayor

Kyle Whitney, City Clerk

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City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 4/25/2022

Consent Agenda - Roll Call Vote **Cisco Equipment Lease**

BACKGROUND:

The City's equipment lifecycle replacement schedule indicates the need to replace several network switches. The Cisco switch lease expires on September 30, 2022. The new lease will begin October 1, 2022, or as soon as the equipment is delivered and accepted. Cisco equipment is currently back ordered and the estimated time of arrival is approximately 10 months after the order is placed. The City received a quote from SHI International, a preferred vendor and partner in the National Intergovernmental Purchasing Alliance, for the necessary replacement equipment. The City uses CCA Financial to lease the switches for five years (60 months), at a monthly cost of \$773 with a total lease cost of \$46,380.

FISCAL EFFECT:

The cost of the switch replacement will be approved in the fiscal year 2022-23 budget. The 60-month switch lease will cost \$773 per month or \$46,380 total.

RECOMMENDATION:

Authorize the City Manager or her designee to sign a multi-year agreement with CCA Financial for switch equipment in an amount not-to-exceed \$46,380.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ SHI Quote Switches
- ▣ CCA Financial Lease Proposal



Pricing Proposal
Quotation #: 21887432
Created On: 4/14/2022
Valid Until: 4/29/2022

City of Marquette

Inside Account Executive

Todd Carruth

M
United States
Phone: (906) 228-0418
Fax:
Email: tcarruth@marquettetmi.gov

Steve Squires

290 Davidson Ave.
Somerset, NJ 08873
Phone: 888-764-888
Fax: 732-564-8553
Email: Steve_Squires@SHI.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	Cisco Catalyst 9200L Stack Module Cisco Systems - Part#: C9200L-STACK-KIT	3	\$846.00	\$2,538.00
2	Catalyst 9200L 24-port PoE+, 4 x 10G, Network Essentials Cisco Systems - Part#: C9200L-24P-4X-E	3	\$1,745.00	\$5,235.00
3	SNTC-8X5XNBD Catalyst 9200L 24-port PoE+, 4 x 10G, Ne Cisco Systems - Part#: CON-SNT-C920024X	3	\$342.00	\$1,026.00
4	C9200L Cisco DNA Essentials, 24-port, 3 Year Term license Cisco Systems - Part#: C9200L-DNA-E-24-3Y	3	\$457.00	\$1,371.00
5	1M Type 4 Stacking Cable Cisco Systems - Part#: STACK-T4-1M	3	\$157.00	\$471.00
6	Catalyst 9200L 48-port PoE+, 4 x 10G, Network Essentials Cisco Systems - Part#: C9200L-48P-4X-E	7	\$3,228.00	\$22,596.00
7	SNTC-8X5XNBD Catalyst 9200L 48-port PoE+, 4 x 10G, Ne Cisco Systems - Part#: CON-SNT-C9200L4X	7	\$579.00	\$4,053.00
8	C9200L Cisco DNA Essentials, 48-port, 3 Year Term license Cisco Systems - Part#: C9200L-DNA-E-48-3Y	7	\$797.00	\$5,579.00
			Total	\$42,869.00

Additional Comments

SHI SPIN: #143012572
SHI-GS SPIN (For Texas customers ONLY): #143028315
For E-rate SPI orders, applicant shall be responsible for payment of any outstanding or ineligible costs if USAC rejects reimbursement claim in whole or in part.

Please note, if Emergency Connectivity Funds (ECF) will be used to pay for all or part of this quote, please let us know as we will need to ensure compliance with the funding program.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

All orders for Cisco equipment and related software and services submitted, beginning on December 29, 2021, are non-cancelable and cannot be modified starting 45 days prior to the scheduled ship dates. Non-cancelable orders are not eligible for RMA for credit.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date set above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order.

SHI International Corp. is 100% Minority Owned, Woman Owned Business.
TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The Products offered under this proposal are resold in accordance with the [SHI Online Customer Resale Terms and Conditions](#), unless a separate resale agreement exists between SHI and the Customer.



Date: 4/19/22
To: Todd Carruth
From: Nick Hogan
Subject: Lease Proposal – Cisco Switches

Thank you for allowing CCA the opportunity to offer our leasing services to your company. CCA is committed to providing superior customer service and flexible lease options designed to meet your requirements. Based on the information that CCA has been provided for your transaction, we are proposing the following:

Lessee: City of Marquette, MI

Lessor: CCA Financial, LLC

Equipment Descriptions: SHI Quote - 21887432

Equipment Cost: \$42,869

Lease Term & Rate: 60 months @ \$773/mo
Implicit Annual Interest Rate – 3.25%

Installation Period: Installation and Acceptance is scheduled for August 31st, 2022. Prior to Acceptance, CCA shall have the right to withdraw this proposal at its sole and absolute discretion based on material adverse change in the financial position of Lessee.

Rent Commencement: Rent will begin upon the acceptance date and the lease term will start on the first day of the month following the acceptance date (the “Commencement Date”). The rent during this period is calculated as one-thirtieth of the monthly rental.

End of Lease Options: Options include returning the equipment, purchasing the equipment, or extending the lease. All buyout and extension pricing is based on fair market value.

Equipment Upgrades: CCA will permit mid-term equipment upgrades and rework lease terms to facilitate Lessee’s requirements under terms and conditions acceptable to both parties.

Customer Responsibilities: Lessee is responsible for all associated expenses such as transportation in/out, installation, deinstallation, insurance and all applicable taxes including personal property taxes and sales taxes.

Documentation: CCA standard documentation will be used and all terms of the Master Lease Agreement shall apply.

Proposal Expiration: This proposal expires at 5:00pm on 4/19/22.

Note: CCA Financial does not charge documentation fees.

Agreed to and Accepted by: Signature below constitutes your agreement to proceed with this proposal as stated.

Authorized Representative of City of Marquette, MI

Date: _____

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 4/25/2022

Consent Agenda - Roll Call Vote **Indigenous Food Summit - Special Event Permit**

BACKGROUND:

The Northern Michigan University Center for Native American Studies is requesting the City Commission enter into a Special Event Permit for City Parks, Streets, Buildings and Grounds to use the Tourist Park Day Use Area along with common areas of the campground for the Build and Broaden Indigenous Agriculture and Food Sovereignty Summit from May 20-23, 2022. Use details are included in the agreement. Staff has worked with the City Attorney and the Northern Michigan University Center for Native American Studies to develop the permit.

FISCAL EFFECT:

The Tourist Park fund will receive \$2,530 plus miscellaneous reimbursements.

RECOMMENDATION:

Approve the Special Event Permit for City Parks, Streets, Buildings and Grounds with the Northern Michigan University Center for Native American Studies, and authorize the Mayor and Clerk to sign the agreement.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Permit and Insurance

**SPECIAL EVENTS PERMIT FOR CITY PARKS,
STREETS, BUILDINGS AND GROUNDS**

THIS AGREEMENT, made this _____ day of _____, 2022 between CITY OF MARQUETTE, a Municipal Corporation, of 300 W. Baraga Avenue, Marquette, Michigan, 49855, hereinafter referred to as the "CITY", and NMU CENTER FOR NATIVE AMERICAN STUDIES, of 1401 Presque Isle Avenue, Marquette, Michigan 49855, hereinafter referred to as "PERMITTEE".

INSTRUCTIONS - PERMITTEE shall comply with all sections of this permit with a darkened box (■) .

WITNESSETH:

- (1) Description. The CITY in consideration of the terms, conditions, covenants and agreements to be performed by PERMITTEE, does hereby grant to PERMITTEE permission to use and occupy the following ["premises"]:

TOURIST PARK DAY USE AREA AND CAMPGROUND

- (2) Term. The term of this Permit shall be for the period:

May 20, 2022 from 8:00 a.m. until May 23, 2022 at 10:00 p.m.

- (3) Acceptance of Premises. PERMITTEE has examined and is satisfied with the physical condition of the premises, and accepts the premises in their "as is" condition.

- (4) Use. PERMITTEE may use and occupy the premises for:

**"BUILD AND BROADEN INDIGENOUS AGRICULTURE
AND FOOD SOVEREIGNTY SUMMIT"**

and for no other reason. The use and occupancy shall only be under PERMITTEE'S name or any assumed name of PERMITTEE. PERMITTEE shall not use or knowingly allow any part of the premises to be used for any unlawful purpose. In the event of any violation of this provision the CITY at its sole discretion may terminate this Permit and expel PERMITTEE from the premises. PERMITTEE waives, releases and relinquishes all claims of right or interest in the premises, other than as granted pursuant to this Permit.

- (5) Fees. PERMITTEE shall be responsible for paying the following fees in connection with the use of the PREMISES:

Tourist Park	1 day Exclusive Use \$1,045
Tourist Park	2nd day Exclusive Use \$895
Tourist Park	3rd day Exclusive Use \$590
Trash drum liners (@ current cost)	\$ _____ **

****PERMITTEE may pickup thirty (30) or more 55 gallon trash drums from the CITY for use during the event and must return the drums to the City no later than 5:00 p.m. the Monday immediately after the event ends.**

- (6) **Clean-up, Repairs, Maintenance and Damage.** PERMITTEE shall be solely responsible for clean-up of the premises and the repair expense for any damage caused to the premises throughout the term of this Permit. PERMITTEE shall, at the direction of the CITY, provide a sufficient number of dumpsters and trash collection cans for the event. PERMITTEE will be responsible to reimburse the CITY for out-of-pocket costs (i.e. tipping fee) associated with trash removal and disposal. The CITY strongly encourages PERMITTEE to utilize volunteers for clean-up.

PERMITTEE shall take good care of and shall keep the premises, including its fixtures and furnishings, in a clean, safe, orderly and sanitary condition including, but not limited to, keeping all sidewalks, parking areas, alleys, roadways and facilities/areas which are a part of the premises, neat and clean; guarding all defects on the premises which may be a hazard to the general public and business invitees; and promptly removing all debris or any other material which may be a hazard to the general public and business invitees. PERMITTEE shall promptly make all repairs which are required to maintain the premises in the condition which existed upon the commencement of its actual use and occupancy. PERMITTEE shall not be required to repair plumbing and electrical components of the premises for damages which is not caused by the PERMITTEE, its guests or invitees. At the termination of this Permit, PERMITTEE shall yield and deliver up the premises in like condition, reasonable use and wear thereof and damage by the elements exempted.

- (7) **Clean-up and Damage Bond.** PERMITTEE shall deposit with the Parks and Recreation Department a clean-up and damage bond in the form of cash or certified check payable to the CITY, in the amount of \$250.00. This will correlate with the type of insurance required. The bond should be deposited with the Community Services Department - Parks and Recreation Division at the time the application is submitted, when possible, but is required prior to the permit being presented to the City Commission for approval. The bond shall be processed to be returned to PERMITTEE, without interest, within seven (7) days after all of the following have occurred:

- (a) PERMITTEE has complied with all terms of this Permit, including completely vacating the premises by the required time period.
- (b) the term of the Permit has expired;
- (c) PERMITTEE has fully performed the restoration and clean-up of the premises to an "as-is" or better condition as prior to the event; and
- (d) PERMITTEE has paid all fees set forth herein.

Should PERMITTEE fail to comply with any of these terms, the CITY may retain the clean-up and damage bond and if the amount thereof is insufficient, pursue all other remedies.

- (8) **Electrical Permits.** For any event, carnival or fair connecting to or modifying an existing electrical source or service, PERMITTEE covenants and agrees to designate a licensed electrical contractor and secure an electrical permit in compliance under Article 525 of the current National Electric Code. An electrical permit shall be obtained two (2) weeks prior to the event and a copy shall be provided to the Community Services Department - Parks & Recreation Division office at least one (1) week prior to the event. Inspections shall be requested by the electrical contractor prior to the opening of the event, or use of the electrical service.
- (9) **All Utilities.** The CITY agrees to allow PERMITTEE to use existing electrical and water services for food and beverage concessions, lighting and audio equipment. However, the CITY shall not be responsible for any damages whatsoever due to any interruption in electrical, water or other services.

There shall be no modification or alteration of the CITY's electrical supply boxes or other equipment, unless prior approval has been obtained from the CITY and any work is approved by the CITY's electrical inspector. All such work must be done by a licensed electrical contractor at PERMITTEE'S sole expense.

- (10) **Reimbursement of Utility Costs.** PERMITTEE shall reimburse the CITY the sum of \$300.00 for the costs of electric, water and other utility services utilized by the PERMITTEE, its vendees and concessionaires.
- (11) **Signs.** PERMITTEE shall be entitled, at PERMITTEE'S own expense, to install signs and banners along the premises. Signs shall comply with the Zoning Chapter of the Marquette Code of Ordinances.
- (12) **Insurances.** CERTIFICATES OR OTHER EVIDENCE OF ALL REQUIRED COVERAGES AND ENDORSEMENTS MUST BE FILED WITH THE COMMUNITY SERVICES DEPARTMENT - PARKS & RECREATION DIVISION NO LATER THAN THE DATES LISTED WITH EACH TYPE OF INSUARNCE. FAILURE TO ABIDE BY THE REQUIRED DATES WILL RESULT IN THE EVENT BEING CANCELLED OR RESTRICT THE TYPE OF ACTIVITY THAT MAY OCCUR AT THE EVENT.

■ **General Liability**

PERMITTEE shall carry comprehensive general liability insurance, including premises and all operations, through companies licensed and admitted to do business in Michigan, which shall provide protection from all claims of damage or injury, including death, to persons and property which may arise out of, result from or be caused by PERMITTEE'S use or occupancy of the premises or its operations conducted thereon, with occurrence and aggregate limits of not less \$1,000,000, per occurrence.

THE CITY, ITS OFFICERS AND EMPLOYEES SHALL BE NAMED AN ADDITIONAL INSURED AND THIS COVERAGE SHALL BE ENDORSED ON THE CERTIFICATE AND POLICY "AS BEING PRIMARY TO THE CITY, AND NOT IN EXCESS OF ANY OTHER INSURANCE, SIMILAR

PROTECTION (E.G. RISK MANAGEMENT ASSOCIATION) OR ANY OTHER VALID, APPLICABLE, OR COLLECTABLE INSURANCE OR SELF-INSURANCE WHICH IS OR MAY BE AVAILABLE TO OR CARRIED BY THE CITY.”

PERMITTEE shall, no later than 30 days prior to the Event, provide the CITY with a certificate or other evidence of the required coverage. The certificate or other evidence of coverage shall provide a thirty (30) day written notice to the CITY in the event of cancellation or material changes in the coverage. Failure to abide by this provision will result in cancellation of the event.

☐ Liquor Liability.

PERMITTEE or its designee (for example, a local service club) shall carry liquor liability insurance with combined limits of not less than \$500,000 insuring for any and all damage and liability which may be caused by, related to or arise out of the sale, furnishing, giving, distribution or consumption of alcoholic beverages on the premises.

PERMITTEE shall, no later than 7 days prior to the Event, provide the CITY with a certificate or other evidence of liquor liability insurance coverage. The certificate or other evidence of coverage shall provide a thirty (30) day written notice to the CITY in the event of cancellation or material changes in the coverage. Failure to abide by this provision will result in the prohibition of the sale, furnishing, giving, distribution or consumption of alcohol beverages at the event.

☐ Motor Vehicle Liability

PERMITTEE shall also obtain and maintain vehicle liability coverage for all owned, non-owned and hired motor vehicles which may be operated, maintained or used on the premises. Minimum combined limits of \$500,000 shall be maintained.

PERMITTEE shall, no later than 30 days prior to the Event, provide the CITY with a certificate or other evidence of the required coverage. The certificate or other evidence of coverage shall provide a thirty (30) day written notice to the CITY in the event of cancellation or material changes in the coverage. Failure to abide by this provision will result in the prohibition of use of any motor vehicle at the event.

■ Food

PERMITTEE or its designee shall carry products and completed operations coverage insurance with combined limits of not less than \$500,000 insuring for any and all damage and liability which may be caused by, related to or arise out of the sale, furnishing, giving, distribution or consumption of food on the premises.

PERMITTEE shall, no later than 30 days prior to the Event, provide the CITY with a certificate or other evidence of the required coverage. The certificate or other

evidence of coverage shall provide a thirty (30) day written notice to the CITY in the event of cancellation or material changes in the coverage. Failure to abide by this provision will result in the prohibition of the sale, furnishing, giving, distribution or consumption of food at the event.

■ Other insurance.

If PERMITTEE employs any independent contractor or others for any purpose whatsoever in relation to its use or occupancy of the premises, or for any operations or maintenance connected therewith, PERMITTEE shall obtain and maintain, or cause said independent contractor to obtain and maintain, policies of workers compensation insurance and such other liability insurance of the types and in the amounts outlined above which will provide coverage to the CITY, its officer and employees for all claims which may arise out of, result from or be caused by that work.

PERMITTEE shall, no later than 30 days prior to the Event, provide the CITY with a certificate or other evidence of the required coverage. The certificate or other evidence of coverage shall provide a thirty (30) day written notice to the CITY in the event of cancellation or material changes in the coverage. Failure to abide by this provision will result in the prohibition of use of any independent contractor or other person or entity in connection with the event.

- (13) Indemnity. PERMITTEE covenants and agrees to indemnify, protect, defend and save the CITY, its officers and employees harmless from any claim, action or suit for any loss, liability and damages that may be asserted or levied against the premises or the CITY, its officers or employees, in whole or in part by reason of PERMITTEE'S acts or omissions, or by its use or occupancy of or its operations on the premises or by reason of any other person on the premises by contract, invitation or license, including any expenses, costs and attorney fees incurred in connection with any such claim, action or suit. In the event of any incident occurring on the premises resulting in any personal injury, including death, to any person, PERMITTEE shall give notice to the CITY within twelve (12) hours after the occurrence thereof or after PERMITTEE learns of such occurrence.

The indemnity, defense and hold harmless requirements shall include and extend to bodily injury to any person or injury to any property of PERMITTEE, its employees and all persons on the premises by contract, invitation or consent.

All property kept, stored or maintained in the premises shall be so kept, stored or maintained at the risk of PERMITTEE only.

- (14) Right of Inspection and Access. The CITY may enter the premises at any time to examine, inspect and to do whatever the CITY may deem necessary or desirable to determine compliance with or to enforce the terms of the permit. Marquette police, fire and other enforcement personnel shall have unrestricted access to the premises at all times.
- (15) Compliance With Rules and Regulations. PERMITTEE shall abide by all laws, statutes, ordinances, governmental orders, rules and regulations which control or in any

manner affect or relate to the use or occupancy of the premises, or operations conducted thereon.

- ☐ (16) Concessions. PERMITTEE or its designees shall be allowed to sell assorted food and beverage items and to run concession stands during the term of the Permit. PERMITTEE or its designee shall obtain all necessary licenses and/or permits from the appropriate state, county or city governmental authorities. All concessions will be closed by 10:00 p.m. each day. A copy of each license and/or permit obtained by PERMITTEE must be provided to the Parks & Recreation Department no later than 2 weeks prior to the event. PERMITTEE shall submit a list of all food concessionaires to the Fire Marshall's office one (1) week prior to the event. PERMITTEE shall notify and require the following of all food concessionaires:

(a) A fire extinguisher shall be provided in all tents and in all areas and enclosures used for cooking.

(i) The fire extinguisher shall be a 1A:20B: C type, a minimum of 5 pounds.

(ii) Proof that the fire extinguisher has been serviced within the last year is required.

(iii) The extinguisher shall be tagged with the date and service provider.

(iv) If the fire extinguisher was purchased within the last year, a sales slip must be provided.

(v) The unit shall be mounted on the center post of each tent, not more than five (5) feet of the ground and accessible for use in an emergency.

(b) All propane tanks used for cooking shall be secured so as to prevent tipping. The tanks shall be remote from congested areas.

(c) Only approved, heavy-duty extension cords shall be used and all electrical connections shall be protected.

If the vendor fails to comply with these requirements, they will not be permitted to participate in the event.

- ☐ (17) Alcoholic Beverages. PERMITTEE or its designee shall be allowed to sell and/or furnish beer and wine on the premises as follows:

from _____ a.m. / p.m. until _____ a.m. / p.m. on _____ 20__;
from _____ a.m. / p.m. until _____ a.m. / p.m. on _____ 20__;
from _____ a.m. / p.m. until _____ a.m. / p.m. on _____ 20__;
from _____ a.m. / p.m. until _____ a.m. / p.m. on _____ 20__;

PERMITTEE is solely responsible for obtaining all necessary licenses and permits in order to sell and/or furnish alcohol products. A copy of each license and/or permit obtained by

PERMITTEE must be provided to the Parks & Recreation Department no later than 7 days prior to the event. Failure to abide by this provision will result in the prohibition of the sale, furnishing, giving, distribution or consumption of alcohol beverages at the event.

If an additional day is needed for the event due to inclement weather, the time for selling and/or furnishing beer and wine on the premises shall be from _____ a.m. / p.m. until _____ a.m. / p.m. on _____, 20___. The sale, furnishing and consumption of alcoholic beverages is specifically conditioned upon PERMITTEE or its designee obtaining and maintaining the appropriate license or permit from the Michigan liquor control commission at all relevant times and on PERMITTEE or its designee obtaining and maintaining liquor liability insurance as required in this Permit.

- (18) Exclusive Use. PERMITTEE shall have the exclusive use of the premises during the term of this permit.
- (19) Admission. PERMITTEE may charge admission to the general public to enter premises. Entry shall not be denied to any individual based upon race, sex, age, creed, or national origin.
- (20) Police and Fire Protection. PERMITTEE shall fully reimburse the CITY at overtime and fringe benefit rates for all additional police and/or fire department officers who are assigned to the premises, or the vicinity thereof, because of the use or occupancy thereof by PERMITTEE.
- (21) Parking and Traffic. PERMITTEE shall prohibit all motor vehicles in or on the premises and shall cause all streets and alleys to be properly barricaded and signed. All motor vehicles shall be operated only on established roads and parked in designated areas. All fire lanes and no parking zones shall be maintained during the event.
- (22) Health and Sanitation Facilities. PERMITTEE shall furnish and maintain a sufficient number of portable bathrooms and washing facilities, at PERMITTEE'S expense. This number shall be determined by the Marquette County Health Department. Each bank or group of portable restrooms shall have a minimum of one (1) barrier free/ADA compliant restroom. A bank or group consists of ten (10) or less portable restrooms.
- (23) Compliance with PERMITTEE'S Representations. PERMITTEE shall fully comply with all representations and promises set forth in its Application for Special Events Permit
- ☐ (24) Equipment and Services. The CITY agrees to have the following equipment and services available during the term of this Permit:

- (25) Security. It shall be PERMITTEE'S sole responsibility to provide security throughout the term of the event. The Chief of Police or designee shall establish the number of security personnel whom PERMITTEE shall be required to have on the premises. The security shall be provided by a licensed and certified security agency, whose members shall be in identifiable uniforms.
- (26) Bleachers, Booths, Fencing and Tents. PERMITTEE shall be solely responsible for the construction and removal of any bleachers, booths, fencing, tents or structures used during the course of the event, except that CITY shall be responsible for booths located within the Arena.
- (27) Reimbursement of Other Costs. PERMITTEE shall reimburse the CITY for all cost relating to the use of barricades, fencing, bleachers and other facilities and equipment provided by the CITY. PERMITTEE, on behalf of the organization, agrees to reimburse the City of Marquette for its "out-of-pocket" expenses which includes but is not limited to overtime of City employees and trash disposal tipping fees at landfills. City staff is readily accessible to discuss out-of-pocket cost estimates and ways to reduce these costs. All City of Marquette invoices sent to organizations for reimbursement of out-of-pocket costs are due within thirty (30) days.
- (28) Tents. All tents or air supported structures used during the term of the permit shall comply with Section 31 of the Michigan Building Code and Section 24 of the International Fire Code. Material of all tents shall be of non-combustible material or flame resistant material conforming to NFPA 701, treated in an approved manner to render the material flame resistant. Appropriate documentation must be presented to any Building Code Enforcement Officer, Fire Official or other Code Official upon request. A copy shall also be retained on the premises where the tent is located. The documentation must attest to the following information relative to the flame resistance of the fabric:
 - (a) Name and address of the owners of the tent or air supported structure.
 - (b) Date the fabric was last treated with flame resistant solution.
 - (c) Trade name of kind of chemical used in treatment.
 - (d) Name of person or firm treating the material.
 - (e) Name of testing agency and test standard by which the fabric was treated.

If more than one tent or air supported structure is located on the premises a copy of all required documentation for each tent or structure shall be kept at a central location on the premises. The use of gasoline, gas, charcoal or any other cooking devices or any unapproved flame inside or within 20 feet of a tent or other air supported structure is strictly prohibited.

- (29) Fire.
 - (a) No open flames or explosives shall be permitted for decoration, display or use without permission from the Fire Department.
 - (b) The use of paper or fabric for coverings or decoration shall not be permitted unless proof is submitted to the Fire Department that such materials are flame proof.
 - (c) All seating capacity and room arrangements shall be approved by the Fire Department.
 - (d) An access lane, a minimum of eighteen (18) feet wide, shall be maintained leading into and out of the event so that emergency vehicles can enter in case of an emergency.
 - (e) Barricades or any type of obstruction which could impede or interfere with fire suppression forces shall not be erected.
- (30) Music. PERMITTEE shall be solely responsible for obtaining the appropriate license to present any music covered by copyright, whether by live performance, recorded music or retransmission of radio and/or television broadcast. The PERMITTEE covenants and agrees to indemnify, protect, defend and save the CITY, its officers and employees harmless from any claim, action or suit or for any loss, liability and damages that may be asserted or levied against the CITY, its officers or employees, based in whole or in part upon a claim of copyright infringement.
- (31) Conditions/Requirements. Additional conditions and requirements of this permit are as follows:

PERMITTEE must have all items removed from the park by 5:00 p.m. on May 24, 2022. PERMITTEE will be charged \$265.00 for each day after 5:00 p.m. on required date that any equipment, trailer, vehicle, tent or other item remains in Tourist Park.

PERMITTEE is required to comply with Tourist Park camp ground rules and accordingly shall ensure that all music and noise from all participants at the event is quieted by 10:00 p.m.
- (32) Cancellation or Modification. It is understood and agreed that ten (10) days advance written notice of any cancellation, reduction and/or material changes in the proposed agenda will be provided to the Community Services Director, City of Marquette, 401 East Fair Avenue, Marquette, Michigan, 49855.
- (33) Duplicate Original Copies. This Permit is executed in triplicate original copies, two of which shall be retained by the CITY and one by PERMITTEE, each of which shall be deemed to be an original, but all of which shall be construed as one and the same document.

- (34) **Governing Law.** This Permit and the rights of the parties hereunder shall be governed by and interpreted in accordance with the laws of the State of Michigan.
- (35) **Paragraph Headings.** The paragraph headings appearing in the Permit have been inserted for the purpose of convenience and ready reference. They do not purport to, and shall not be deemed to, define, limit or extend the scope or intent of the paragraphs to which they appertain.
- (36) **Entire Agreement.** This Permit represents the entire agreement of the parties and shall be deemed to be an integrated agreement containing all prior and contemporaneous oral and written agreement between the parties, and shall not be modified in any part, except in a writing signed by all parties.

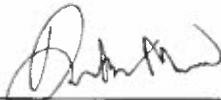
IT SHALL BE THE RESPONSIBILITY OF THE PERMITTEE TO DESIGNATE A SPECIFIC LOCATION ON THE PREMISES AS ITS HEADQUARTERS AND TO HAVE AVAILABLE AT THAT LOCATION, AT ALL TIMES THE PREMISES ARE OPEN TO THE PUBLIC AND DURING SET UP OR CONSTRUCTION, AT LEAST ONE PERSON WHO HAS THE KNOWLEDGE AND AUTHORITY TO REPRESENT PERMITTEE CONCERNING ALL ACTIVITIES CONDUCTED UNDER THE TERMS OF THE PERMIT. FAILURE TO COMPLY WITH THIS SECTION OR ANY OTHER TERM OF THE PERMIT SHALL BE CAUSE FOR THE CITY MANAGER, CHIEF OF POLICE, FIRE CHIEF, OR DESIGNEE TO IMMEDIATELY REVOKE THIS SPECIAL EVENTS PERMIT AND TO REQUIRE PERMITTEE TO VACATE THE PREMISES.

The parties hereto have hereunto set their hands and seals the day and year first above written.

CITY OF MARQUETTE

NMU CENTER FOR NATIVE
AMERICAN STUDIES

Jennifer A. Smith, Mayor



By: Amber Morseau
Its: Director

Kyle Whitney, City Clerk

Approved as to Substance:

Approved as to Form:

Karen M. Kovacs, City Manager

Suzanne C. Larsen, City Attorney

1538

7/1/2014

Food Sovereignty Symposium & Festival
Draft Event Map - July 26th
Tourist Park



City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 4/25/2022

Consent Agenda - Roll Call Vote **MERS Service Credit Purchase - Roll Call Vote**

BACKGROUND:

Randy Ritari, an employee in Division 1 (Public Works Union) of the Michigan Employees' Retirement System (MERS) pension plan has requested to purchase five years of generic service credit. The ability to purchase up to 60 months (5 years) of generic service credit is an option under the MERS Defined Benefit Plan. Purchased service credit may be used to meet retirement eligibility requirements, but not vesting requirements.

The purchase is subject to approval of the City Commission by Resolution as included in his application within 60 days of the calculation date. The employee must pay the full cost of the purchase.

FISCAL EFFECT:

The employee is responsible for paying 100% of the estimated actuarial cost of \$106,734.

RECOMMENDATION:

Authorize the Director of Administrative Services to sign the attached Resolution approving Randy Ritari's request to purchase five years of generic service credit subject to the employee's payment of 100% of the estimated actuarial cost.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ MERS Service Credit Purchase Application and Resolution

Application for Additional Service Credit Purchase

Section 1: Service Credit Purchase Cost Estimate

With the approval of the employer and the local governing body, participants can purchase additional service credit to help meet an early retirement eligibility provision or to increase their pension benefit. Unlike MERS-to-MERS or Act 88 time, purchased service credit generally cannot be used to reach vesting.

This estimate is only valid for two months after May 1, 2022, the effective date of this calculation.

The cost to purchase service credit for each individual is based on many factors. Below is the information that MERS used to prepare this estimate. Please review the following information for accuracy. If any is incorrect, this estimate may not be correct.

Participant Information

Randy Ritari

Date of Birth: 6/12/1973
Age: 48 years, 10 months
FAC as of calculation date: \$65,379.77

Employer Information

Marquette, City of

5201 / 01

Benefit Program

Benefit B-4 (80% max)
Benefit F55 (With 25 Years of Service)
Early Reduced (.5%) at Age 50 with 25 Years or Age 55 with 15 Years
Benefit FAC-3 (3 Year Final Average Compensation)
10 Year Vesting
E2 2.5% COLA for future retirees (07/01/1999)
Defined Benefit Normal Retirement Age - 60

Service Credit

Earned service credit as of calculation date: 19 years, 4 months
Vesting Only Service:
Other Governmental Service used for Eligibility (MERS or Act 88):
Type of Credited Service to be Purchased: Generic
Amount of additional service requested: 5 years, 0 months

Benefit Impact

	Earliest Eligibility Retirement Date	Retirement Age	Projected FAC	X	Service Credit	X	Benefit Multiplier	=	Annual Benefit
Before Proposed Purchase	7/1/2028	55 years 0 months	\$78,452.40		25 years 6 months		2.5%		\$50,013.36
After Proposed Purchase	7/1/2028	55 years 0 months	\$78,452.40		30 years 6 months		2.5%		\$59,820.00

Estimated Cost of This Service Credit Purchase: \$106,734.00

The total cost is due in full at the time of purchase and may be paid by either the participant or employer. You may be eligible to transfer assets from other accounts to make a payment for the purchase, such as: 457 Deferred Compensation Plans; 401 plans; 403(b) plans; and some IRAs (traditional and SIMPLE). To initiate this transfer complete the form *Certification of Qualified Fund Rollover to MERS* (form number F-38). Send signed, approved Application for Additional Service Credit to MERS prior to sending any payment.

Section 2: Calculation Assumptions

1. Projected Earliest Eligible Retirement Date

This date is calculated using the participant's date of birth, the amount of service credit reported by the employer, and other service credit that we have on record (such as MERS-to-MERS or Act 88 time). If any of this data is incomplete or inaccurate this can affect the cost estimate. If the participant chooses to retire on a different date, it may increase/decrease the actual cost.

2. Projected Final Average Compensation (FAC)

Future increases in the FAC are assumed to be a 3.00% annual increase. This calculation is dependent on the wages reported by the employer to MERS. If the actual increases end up being different than the assumption, it may increase/decrease the actual cost.

3. Projected Service Credit

It is assumed the participant will continue to work until the earliest date for unreduced retirement benefits unless a specific termination date is shown. Any deviation from the earliest eligibility date may increase/decrease the actual cost.

4. Benefit Program

The current benefit plan provisions are used to calculate the cost of purchasing service credit. If the participant transfers into a different division and is eligible for a benefit plan with different provisions, then the cost may differ from the initial calculation. Likewise costs may differ if the municipality adopts different benefits in the future for any participant that has purchased service credit. These changes will be reflected in the actuarial valuation required to adopt any benefit increase.

5. Investment Assumption

The current investment return assumption for service credit purchase is 6.35%.

6. Mortality Rate

Assumptions are made on the life expectancies of the participant and their surviving spouse, using tables generated by actuarial professionals.

Section 3: Certification and Authorization

PARTICIPANT CERTIFICATION

I certify the above information is correct and accurate. If this is a purchase of qualifying "other governmental" service, I certify the service has not and will not be recognized for the purposes of obtaining or increasing a pension under another defined benefit retirement plan.


Participant Signature

4-7-22
Date

GOVERNING BODY RESOLUTION

By Resolution of its Governing Body, at its meeting on _____, as provided by the MERS Plan Document, and in accordance with the employer's policy, the employer hereby authorizes the participant named above to make a service credit purchase from MERS as described above. The employer understands this is an estimated cost, calculated using actuarial assumptions approved by the Retirement Board. Any difference between the assumptions and actuarial experience will affect the true cost of the additional service to the employer. The calculation assumptions are outlined above and the employer understands and agrees it is accountable for any difference between estimated and actual costs.

Signature of Authorized Official

Date

Title

MERS Use Only

Payment Received:	Participant Payment:
Service Credit:	ER Payment:
Signed:	

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 4/25/2022

Consent Agenda - Roll Call Vote

Proclamation- 25th Anniversary of Marquette Symphony Orchestra

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Proclamation



Proclamation
25th Anniversary of the
Marquette Symphony Orchestra

WHEREAS, the Marquette Symphony Orchestra is celebrating 25 years as a musical organization offering concerts in the genres of classical, pops, newly-commissioned works, old favorites, concerti, symphonies, tone poems, and more to the residents of Marquette and the Upper Peninsula; and,

WHEREAS, the mission of the Marquette Symphony Orchestra is to create, provide, and promote professional performances of orchestral music through collaboration with residents and music educators of the central Upper Peninsula of Michigan; and,

WHEREAS, the Symphony Orchestra is a keystone of Marquette's vibrant cultural life that makes it a mecca for area art-lovers and helps fuel the area's tourist industry; and,

WHEREAS, the City of Marquette would like to recognize the contributions of the Marquette Symphony Orchestra to the community; and,

NOW, THEREFORE, I, Jennifer A. Smith, Mayor of the City of Marquette, do hereby recognize the 25th Anniversary of the Marquette Symphony Orchestra and officially acknowledge their contributions to the Marquette community.

Dated this 25th day of April, 2022.

Jennifer A. Smith
Mayor

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 4/25/2022

Consent Agenda - Roll Call Vote

Proclamation- Missing and Murdered Indigenous Women Awareness Week

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Proclamation



Proclamation
Missing and Murdered Indigenous Women Awareness Week

WHEREAS, the City of Marquette recognizes the historic, cultural, and contemporary significance of Indigenous Peoples of the lands that also became known as the Americas; and,

WHEREAS, the City of Marquette is located on the ancestral homelands of the Anishinaabe Three Fires Confederacy and Gichi-namebini Ziibing is the traditional name of Marquette; and,

WHEREAS, in some areas of the country, Indigenous women are murdered at a rate of ten times the national average; and,

WHEREAS, in some areas of the country, acts of violence are committed against 85% of Indigenous two spirit people; and,

WHEREAS, the State of Michigan is home to twelve Tribal Nations since time immemorial, and more than 100,000 American Indian / Alaskan Natives; and,

WHEREAS, in response to this epidemic of violence, the Murdered and Missing Indigenous Women and People movement is drawing much-needed attention from law enforcement, legislators, and the general public; and,

WHEREAS, identifying the root causes of the danger to Indigenous women is key to identifying solutions. We must address the systemic causes, collect and report data, reduce and eliminate violence, and help Indigenous women and girls heal from violence; and,

WHEREAS, on this week, we commemorate the lives of missing and murdered Indigenous women, continue to shine a light on this issue, and promote policies that will help solve this pervasive and tragic problem;

NOW THEREFORE, the Mayor and City Commission of the City of Marquette proclaims and recognizes April 29th - May 5th, 2022 as Missing and Murdered Indigenous Women Awareness Week.

DATED this 25th day of April, 2022.

Jennifer A. Smith, Mayor

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 4/25/2022

Consent Agenda - Roll Call Vote

Schedule Public Hearing- Land Development Code Amendments

BACKGROUND:

On April 12, 2022, 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 S. Mittlefehldt, seconded by M. Dunn and carried 8-0 that after review of the draft Land Development Code (LDC) amendments presented as case 01-ZOA-04-2022, 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.

FISCAL EFFECT:

None.

RECOMMENDATION:

Schedule a Public Hearing for May 31, 2022 City Commission meeting to consider approval of the draft amendments to the Land Development Code.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Planning Commission case file for 01-ZOA-04-22



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

MEMORANDUM

TO: Planning Commission
FROM: David Stensaas, City Planner and Zoning Administrator
DATE: March 3, 2022
SUBJECT: **Public Hearing – 01-ZOA-04-2022 Land Development Code Amendments**

The proposed amendments are the product of several months of effort by staff and the Planning Commission and have been developed, discussed, and refined during several work sessions in late 2021 and early 2022.

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

Recommended Action:

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

- A. recommend approval of the draft LDC amendments to the City Commission, or
- B. request that staff facilitates further amendments of the LDC document.

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

After review of the draft Land Development Code (LDC) amendments presented as case 01-ZOA-04-2022, and after conducting a public hearing and careful consideration of the contents of the draft LDC amendments, the Planning Commission finds that the draft LDC amendments (**are / are not**) consistent with the recommendations, goals, and policy objectives of the Community Master Plan, comply with section 54.1405 of the Land Development Code and therefore (**are / are not**) justified and appropriate and therefore (**should / should not**) be approved by the City Commission (**as presented / and revised with the following amendments...**).



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

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

Example) H. Light Manufacturing

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

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

Other text that is neither highlighted or lined-through is included for context.

Some text is highlighted in blue to explain features of the amended text.

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Article 2 Definitions

Section 54.202 Specific Terms

~~**Bed and Breakfast:** An owner-occupied dwelling where no more than 5 (five) guest rooms are made available for the temporary accommodation of the traveling or vacationing public. Such an establishment may offer meals only to those persons temporarily residing at the establishment. See also definition of “Bed and Breakfast Inn” and “Homestay.”~~

Bed and Breakfast: An owner-occupied residential dwelling where no more than 10 (ten) guest rooms are made available for lodgers’ sleeping accommodations. Such an establishment offers breakfast and possibly other meals or food to lodgers at no extra cost. See also definition of “Bed and Breakfast Inn” and “Homestay.”

~~**Bed and Breakfast Inn:** A structure primarily used for lodging purposes where the use as a residence is clearly secondary. A structure where more than 5 (five) but not more than 30 (thirty) guest rooms are made available for the temporary accommodation of the traveling or vacationing public. Such an establishment may offer meals to the public and persons temporarily residing at the establishment. See also definition of “Bed and Breakfast” and “Homestay.”~~

Bed and Breakfast Inn: A private residence constructed as a hotel and used for lodging purposes, in which more than 10 (ten) but not more than 14 (fourteen) guest rooms are made available for the lodgers’ sleeping accommodations. The innkeeper resides at the Inn and offers breakfast and possibly other meals or food to lodgers. See also definition of “Bed and Breakfast” and “Homestay.”

Block: A parcel or adjoining parcels of land that are bounded by local, collector, and arterial roads. Usually a block has a perimeter of roads, with roads on three or four sides of the contiguous parcels, but there may be exceptions, such as where a lake or a railroad forms a boundary.

Block Face: A block face is the area between intersections of the bounding/perimeter roads of contiguous parcels. A street may traverse one or two block faces, depending on if either one or two sides of the street is a parcel of land or not (e.g. undeveloped lakeshore may not constitute a block face).

Dwelling Unit: One (1) or more rooms, in a building, with a bathroom and usually containing principal kitchen facilities, designed or used as a self-contained unit for residential occupancy by one (1) family for such purposes as cooking, bathing, gathering, entertainment, and sleeping. A dwelling unit may be established by use in a structure or a portion of a structure that has neither a typical kitchen nor a typical bathroom, which are not always present when a person or persons are occupying space independently as renters or guests; therefore the design of the structure alone is not limiting regarding space being used as a dwelling unit. Tents, recreational vehicles (RVs) and other structures designed for temporary occupancy (14 days or less) are not to be used as dwelling units in the City of Marquette, with the exception of areas where they are specifically allowed, such as Tourist Park, commercial establishments approved for RVs, or other areas where camping may be authorized during emergencies or otherwise. See also the definition of “Occupancy, Temporary.”

Hard Parking Surface: For one- and two-family dwellings a hard parking surface shall comprise of compacted gravel at least six (6) inches in depth, concrete or asphalt pavement, pavers (pervious or impervious) or other products designed for parking. For all other uses, a hard parking surface shall exclude gravel with the exception that compacted gravel parking lots are allowed for Land Intensive Recreational Uses. The City Engineer may require minimum standards for hard parking surface (e.g., material depth, material specifications, construction techniques, etc.)

Halfway House: A house licensed by a State Agency for the continued care, treatment and counseling of individuals who have successfully completed institutional treatment or that have a treatment plan established with a relevant institution/agency and who will benefit from a controlled atmosphere in a residential setting. This type of home will have a manager that tracks the treatment and progress of all residents and arranges for the various health care and other needs that individual residents require to achieve their best possible health. Also known as a Sober Living House.

Indoor Recreation: Indoor commercial or non-commercial amusement services such as bowling alleys, skating rinks, billiard halls, stadium and sports arenas, movie theaters (excluding drive-in theaters), dance halls, event venues, reception halls, recreation assembly uses, archery ranges, and other indoor recreational facilities. "Indoor Recreation" excludes "Adult Entertainment Uses."

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

(d) Lot, Through or Double-Frontage: An interior lot having frontage on two more or less parallel streets as distinguished from a corner lot. All sides of said lots adjacent to streets shall be considered frontage, and front yards shall be provided as required. Properties that share a property line with a city street on one side and limited access highway on the other side are not "Through Lots." The frontage facing the limited access highway is either a side or rear yard depending on the lot layout.

Open Structure: An open structure is a building, or structural amenity, having the total of all walls at least eighty (80) percent open. An open building, such as a pergola, may have a roof, but the percent of walls in the building envelope shall not exceed twenty (20) percent. An open structure is considered pervious only if it has no roof.

Open Space: Open space is the part of a parcel (which includes required yards) that is open and unobstructed from its lowest level to the sky, except for specific permitted obstructions and access ways, and that is accessible to and usable by all persons that have rights to use the property.

Outdoor Food and Non-Alcoholic Beverage Service: An establishment where food and/or non-alcoholic beverages are prepared and served for consumption outdoors in a designated dining area which excludes drive-through restaurants. See definitions of "Restaurant, Indoor Service."

Outdoor Alcoholic Beverage Service: A service conducted by a private establishment, in a designated outdoors area, where alcoholic beverages are served or permitted to be consumed. See definitions of "Bar" and "Restaurant, Indoor Service."

Outdoor Livability Space: Any area of a site which is not covered by an enclosed structure, is not included in required parking area, and is available for use by residents and visitors.

Shooting Range, Indoor: Indoor Shooting Range means an indoor area designed and operated for the use of rifles, shotguns, pistols, silhouettes, skeet, trap, black powder, or any other similar sport shooting.

Structure: Anything constructed or erected, the use of which requires location on the ground or attachment to something having location on the ground, except driveways and pavement, but including but not limited to retaining walls, driveways, and pavement for patios, sidewalks, porches, etc.

Supportive Housing Facility, Transitional and/or Permanent: A residential facility that provides housing and supportive services to homeless persons or families for periods up to two years (transitional) and/or beyond two years (permanent) and that has as its purpose facilitating the movement of homeless persons and families into independent living. Such facility may support those transitioning from rehabilitation or corrections facilities, and provides appropriate supportive services to persons with special need conditions (homelessness, domestic violence survivors, mental health challenges, drug addiction, etc.) intended to facilitate their eventual movement to maintaining permanent independent living within 24 months.

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	S P	S P	S P		S 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	S P	S P	S P		S P	S 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 S								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 54.630
Nursing Home, Convalescent Home, Extended Care Facility, Assisted Living Facility			S		S	S								Section 54.632
Residential Limited Animal Keeping	P	P												Section 54.6412
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
Hotel or Motel					S	S	P	P						
Rooming House			S		S	S								Section 54.6423
Supportive Housing Facility, Transitional and/or Permanent	S	S	P		S	S								Section 54.646

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

	LDR	MDR	MFR	MHP	MU	CBD	GC	RC	M	C	I-M	CR	BLP	Use Standards
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					P	P	P	P						
Medical Hospital Related Uses					P	P	P	P						
Office, Medical					P	P	P	P			P			Section 54.633
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 54.639 ⁴⁰
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 54.640 ¹
School, Primary or Secondary	S	S	S		S	S			P	P				Section 54.643 ⁴
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	S	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			
Office, Professional					P	P	P	P	P	P	P			Section 54.633
Outdoor Entertainment and Community Events (Principal Use or Accessory Use)					S	P	S	S	P	P		P	S	Section 54.635(C) or (D)
Outdoor Entertainment and Community Events (Temporary Use)	P	P	P	P	P	P	P	P	P	P	P	P	P	Section 54.635(B)
Outdoor Alcoholic Food and Beverage Service					S	P	P	P				P		Section 54.636
Outdoor Food and Non-Alcoholic Beverage Service					P	P	P	P				P		Section 54.637
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 54.637 ⁸
Service Establishment					P	P	P	P			P			
Shooting Range, Indoor							P	P			P			Section 54.645
Storage, Open							P	P	P	P	P	P	P	Section 54.634
Vehicle Repair and Service					S	S	S	P			P			Section 54.627

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 54.638 ⁹
Railroad Facilities											P			
Storage, Bulk								S			S		P	Section 54.605
Utility Electrical Power Generation													P	
Warehousing								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		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 54.628
Marihuana Grower – Class A						S	S	S			S			Section 54.628
Marihuana Grower – Class B							S	S			S			Section 54.628
Marihuana Grower – Class C							S	S			S			Section 54.628
Marihuana Grower _ Excess							S	S			S			Section 54.628
Marihuana Microbusiness- Light Manufacturing						S	S	S			S			Section 54.628
Marihuana Microbusiness- Heavy Manufacturing											S			Section 54.628
Marihuana Processor- Light Manufacturing						S	S	S			S			Section 54.628
Marihuana Processor – Heavy Manufacturing											S			Section 54.628
Marihuana Retailer						S	S	S			S			Section 54.628
Marihuana Safety Compliance Facilities					S	S	S	S			S			Section 54.628
Marihuana Secure Transporters							S	S			S			Section 54.628
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 54.644 ⁷
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

(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, Single-Family Detached • Food Production, Minor • Foster Family Home • Home Occupation • Home Office • Homestays and Vacation Home • Outdoor Entertainment and Community Events (Temporary) • Residential Limited Animal Keeping	• ~~Adult Foster Care, Small Group Home~~ • Cemetery • Child Care Center or Day Care Center • Child or Day Care, Group Home • ~~Dwelling, Accessory Unit~~ • Dwelling, Intentional Community • Dwelling, Two-Family (Duplex) • Foster Family Group Home • Public or Governmental Building • Recreational Use, Public • Religious Institution • School, Primary or Secondary • Supportive Housing Facility, Transitional and/or Permanent
Where there is a discrepancy between Section 54.306 and this table, Section 54.306 shall prevail.	

Note: (D) Dimensional Regulations will be updated to reflect the new footnotes in 54.403

Section 54.308 MDR, Medium Density 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, Single-Family Detached • Food Production, Minor • Foster Family Home • Home Occupation • Home Office • Homestays and Vacation Home • Outdoor Entertainment and Community Events (Temporary) • Residential Limited Animal Keeping	• ~~Adult Foster Care, Small Group Home~~ • Cemetery • Child Care Center or Day Care Center • Child or Day Care, Group Home • ~~Dwelling, Accessory Unit~~ • Dwelling, Intentional Community • Dwelling, Two-Family (Duplex) • Foster Family Group Home • Hospital Hospitality House • Public or Governmental Building • Recreational Use, Public • Religious Institution • School, Primary or Secondary • School, University • Supportive Housing Facility, Transitional and/or Permanent
Where there is a discrepancy between Section 54.306 and this table, Section 54.306 shall prevail.	

Note: (D) Dimensional Regulations will be updated to reflect the new footnotes in 54.403

Section 54.309 MFR, Multiple Family Residential 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 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 • ~~Adult Foster Care, Small Group Home~~ • Bed and Breakfast • Cemetery • Child or Day Care, Group Home • Domestic Violence Abuse Shelter • ~~Dwelling, Accessory Unit~~ • Dwelling, Intentional Community • Foster Family Group Home • Fraternity or Sorority House • Halfway House • Hospital • 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 for 5+ Multiple Family Units			
Lot, Coverage, and Building Height Standards		Minimum Setbacks	
Min. Lot Area (sq. ft.)	15,000 (C)	Front Yard (ft.)	15 (A)
Min. Lot Width (ft.)	100 (D)	Side Yard (one) (ft.)	15 (H) , (L) , (M)
Max. Impervious Surface Coverage (%)	(S)	Side Yard (total of 2) (ft.)	30 (H) , (L) , (M)
Max. Building Height of Primary Building (ft.) (P)	44 (M & N)	Rear Yard (ft.)	30 (H) , (L) , (M)
Max. Building Height of Accessory Building	(L)		
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 1-4 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 or S)	Side Yard (total of 2) (ft.)	20 (H) , (L) , (M)
Max. Building Height of Primary Building (ft.) (P)	44 (M & N)	Rear Yard (ft.)	30 (H) , (L) , (M)
Max. Building Height of Accessory Building	(L)		
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.

Note: The existing (E) will become (F) References to Additional Standards

Section 54.310 MHP, Mobile Home Park District

(B) Permitted Principal Uses	(C) Special Land Uses
- Adult Foster Care, Family Home - Child or Day Care, Family Home - Food Production, Minor - Mobile Home Park <u>Outdoor Entertainment and Community Events (Temporary)</u>	
Where there is a discrepancy between Section 54.306 and this table, Section 54.306 shall prevail.	

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 <u>Adult Foster Care, Small Group Home</u> - Child Care Center or Day Care Center - Child or Day Care, Family Home <u>Drive-Through Uses</u> <u>Dwelling, Accessory Unit</u> - 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 - Medical Hospital Related Uses - Office, Medical - Office, Professional <u>Outdoor Entertainment and Community Events (Temporary)</u> <u>Outdoor Food and Non-Alcoholic Beverage Service</u> - 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 ~~Adult Foster Care, Small Group Home~~ - Bar - Bed and Breakfast - Bed and Breakfast Inn - Child or Day Care, Group Home - Domestic Violence Abuse Shelter ~~Dwelling, Accessory Unit~~ - Dwelling, Intentional Community - Foster Family Group Home - Fraternity or Sorority House <u>Halfway House</u> - Homeless Shelter - Hospital - Hospital Hospitality House - 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~~ Food and Beverage Service - Recreational Use, Public - Rooming House - School, Primary or Secondary - School, University <u>Supportive Housing Facility, Transitional and/or Permanent</u> - Vehicle Repair and Service
Where there is a discrepancy between Section 54.306 and this table, Section 54.306 shall prevail.	

Note: (D) Dimensional Regulations will be updated to reflect the new footnotes in 54.403

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 • Medical Hospital Related Accessory Uses • Medical Hospital Related Office • 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 • ~~Drive-Through Uses~~ • ~~Dwelling, Accessory Unit~~ • Dwelling, Intentional Community • ~~Dwelling, Multiple-Family~~ • 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 • Hotel or Motel • Manufacturing, Light • Marihuana Designated Consumption Establishment • 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.	

Note: (D) Dimensional Regulations will be updated to reflect the new footnotes in 54.403

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 • Medical Hospital Related Accessory Uses • Medical Hospital Related Office • Medical Hospital Related Uses • Office, Medical • Office, Professional • Outdoor <u>Alcoholic Food and Beverage Service</u> • <u>Outdoor Entertainment and Community Events (Temporary Use)</u> • <u>Outdoor Food and Non-Alcoholic Beverage Service</u> • Outdoor Recreation • Public or Governmental Building • Religious Institution • Restaurant, Indoor Service • Retail Business, Indoor • Retail Sales, Outdoor Temporary • Service Establishment • <u>Shooting Range, Indoor</u> • Storage, Open • Veterinary Clinic (Domestic Animals Only) • Wholesale Trade Establishment	• Accessory Use, Non-Single Family Residential Lots • Hospital • Manufacturing, Light • Marihuana Designated Consumption Establishment • Marihuana Grower – Class A • Marihuana Grower – Class B • Marihuana Grower – Class C • Marihuana Grower – Excess • Marihuana Microbusiness Light Manufacturing • Marihuana Processor – Light Manufacturing • Marihuana Retailer • Marihuana Safety Compliance Facility • Marihuana Secure Transporters • <u>Outdoor Entertainment and Community Events (Principal & Accessory Use)</u> • Pet Boarding Facility • Recreational Use, Public • Retail Business, Outdoor Permanent • Vehicle Repair and Service • Wireless Telecommunications Facilities

Note: (D) Dimensional Regulations will be updated to reflect the new footnotes in 54.403

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 • Medical Hospital Related Accessory Uses • Medical Hospital Related Office • Medical Hospital Related Uses • Office, Medical • Office, Professional • Outdoor ~~Alcoholic Food and 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 Grower – Class A • Marihuana Grower – Class B • Marihuana Grower – Class C • Marihuana Grower – Excess • Marihuana Microbusiness – 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 • Wholesaling Operations • Wireless Telecommunications Facilities
Where there is a discrepancy between Section 54.306 and this table, Section 54.306 shall prevail.	

Note: (D) Dimensional Regulations will be updated to reflect the new footnotes in 54.403

Section 54.315 M, Municipal 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 • Port Facilities and Docks • Recycling Collection and Transfer Stations • 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.	

Note: (D) Dimensional Regulations will be updated to reflect the new footnotes in 54.403

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 • 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.	

Note: (D) Dimensional Regulations will be updated to reflect the new footnotes in 54.403

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 • Wholesale Trade Establishment • Wholesaling Operations • Wireless Telecommunications Facilities	• Accessory Use, Non-Single Family Residential Lots • Adult Entertainment Uses • Major Repair and Maintenance Operations • Marihuana Grower – Class A • Marihuana Grower – Class B • Marihuana Grower – Class C • Marihuana Grower – Excess • Marihuana Microbusiness – 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.	

Note: (D) Dimensional Regulations will be updated to reflect the new footnotes in 54.403

Section 54.318 CR, Conservation and Recreation District

(B) Permitted Principal Uses	(C) Special Land Uses
• Accessory Building or Structure • Agriculture-Like Operation, including Forestry • Food Production, Minor • Outdoor Entertainment and Community Events (Accessory, Temporary, and Principal) • Outdoor Alcoholic Beverage Service • Outdoor Food and Non-Alcoholic Beverage Service • Outdoor Recreation • Public or Governmental Building • Recreational Use, Public • Storage, Open	• Accessory Use, Non-Single Family Residential Lots • Natural Resource Extraction Operations • ~~Outdoor Entertainment and Community Events (Principal or Accessory Use)~~ • Port Facilities and Docks • Recreational Use, Land Intensive • Structures between the shoreline of Lake Superior and the pavement of the nearest public street or highway. • Wireless Telecommunications Facilities
Where there is a discrepancy between Section 54.306 and this table, Section 54.306 shall prevail.	

Note: (D) Dimensional Regulations will be updated to reflect the new footnotes in 54.403

Section 54.319 BLP, Board of Light and Power District

(B) Permitted Principal Uses	(C) Special Land Uses
• Accessory Building or Structure • Agriculture-Like Operation, including Forestry • Food Production, Minor • Major Repair and Maintenance Operations • Outdoor Entertainment and Community Events (Temporary) • Outdoor Recreation • Public or Governmental Building • Recreational Use, Public • Storage, Bulk • Storage, Open • Utility Electrical Power Generation • Warehousing • Wireless Telecommunications Facilities	• Accessory Use, Non-Single Family Residential Lots • Port Facilities and Docks • Recreational Use, Land Intensive
Where there is a discrepancy between Section 54.306 and this table, Section 54.306 shall prevail.	

Note: (D) Dimensional Regulations will be updated to reflect the new footnotes in 54.403

Section 54.321 Marquette Downtown Waterfront District Form-Based Code

(B) The Downtown Waterfront District Regulating Plan.

(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.

(a) Streets, ~~and~~ Blocks and Alleys

- (v) ~~Where designated on the REGULATING PLAN~~ In the case of an existing alley/access easement, except where lots are on a perimeter common to non-developable, lakeshore, or conservation lands:
 - a. ALLEYS shall provide access to the rear of all lots ~~and are~~ ~~ALLEY construction is required as part of the redevelopment project within the rear setback, unless an ALLEY already exists.~~ ALLEYS shall be ~~constructed~~ **reconstructed if existing**, to meet the City construction standards in order to be suitable for emergency and service vehicle access.
 - b. ~~ALLEYS shown on the REGULATING PLAN represent suggested & approximate configurations.~~ Access through the BLOCK and to the rear of lots within the BLOCK is required **to be maintained by existing alleys/access easements**. The specific configuration may include shared parking areas and other uses so long as reasonable service access is relatively unimpeded.
 - ~~c. Where an alley does not exist and is not feasible to construct at the time of redevelopment of any property, the applicant is required to maintain the area within the rear setback by, at a minimum:~~
 - ~~i. Sodding and providing routine landscape maintenance to the area.~~
 - ~~ii. Keeping the area clear of debris, stored materials, and vehicles.~~
- ~~(vi-v)~~ Stub streets shown on the REGULATING PLAN are not considered to be established until the City of Marquette obtains the property. Until this occurs, the RBL/RBZ will be the current property line.

(b) Buildings

- (vi) Cladding materials shall be of typical wood finish materials, typical masonry materials (e.g. brick, stone, concrete, cement, tile, stucco, granite, limestone, cast stone), and non-polished metals, unless otherwise designated by the individual building form standards. Glass curtain walls, reflective glass, and other materials of greater than 30% reflectance are prohibited due to the undesirable blinding effect compounded by snow. Metal cladding shall be limited to not more than 40% of the non-fenestrated façade area, except in the Working Waterfront and Workshop Flex subdistricts.
- (vii) **Cladding may consist of no more than fifty (50) percent white-grey-black coloration; at least fifty (50) percent of cladding coloration must be any primary, secondary, or tertiary colors, or combinations and hues of these colors.**
- ~~(vii-viii)~~ Mechanical and electrical equipment including, but not limited to, air

compressors, pumps, exterior water heaters, water softeners, private garbage cans (not including public sidewalk waste bins), and storage tanks must be screened in accordance with [Section 54.1003\(F\)](#) and [Section 54.1003\(G\)](#).

(d) Parking

(iii) Achieving Parking:

- a. Parking requirements may be met either on-site or within a 600-2,000 foot radius of the development parcel.
- b. Shared parking shall be designated by appropriate signage and markings as required by City policy.
- c. Vehicular parking spaces may not be placed over a public utility easement without the approval of the City Engineer and the Zoning Administrator, except where Planning Commission approval is required.

(C) Building Form Standards.

(3) Limited and Prohibited Uses (within the Downtown Waterfront District). The items below have been placed into Figure 10, which is shown on the following page.

~~(a) Uses Permitted By Right.~~ See the individual Building Form Standard pages.

~~———— (b) SPECIAL LAND USES (RESIDENTIAL USE areas — see definitions):~~

- ~~(i) Group Day Care Home (Section 54.608)~~
- ~~(ii) Foster Family Group Home~~
- ~~(iii) Halfway House (Section 54.620)~~
- ~~(iv) Homeless Shelter (Section 54.623)~~

~~———— (c) SPECIAL LAND USES (COMMERCE and Other)~~

- ~~(i) Wireless Telecommunications Facilities (Section 54.644)~~
- ~~(ii) Outdoor Entertainment and Community Events (Section 54.635)~~
- ~~(iii) Recreation Use, Public~~
- ~~(iv) Marihuana Microbusiness — Light Manufacturing (Section 54.628)~~
- ~~(v) Marihuana Retailer (Section 54.628)~~
- ~~(vi) Marihuana Processor — Light Manufacturing (Section 54.628)~~
- ~~(vii) Marihuana Safety Compliance Facility (Section 54.628)~~

~~———— (d) SPECIAL LAND USES in the G3 and G5 sub-districts~~

- ~~———— (i) Marihuana Designated Consumption Establishment (Section 54.628)~~

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 54.633)	P	P		P	P	P
Medical and Dental Offices, and Clinics (See Section 54.633)	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
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)	S P	S P		S	S	S
Recreation Use, Public	S	S		S	S	S
Marihuana Microbusiness – Light Manufacturing (See Section 54.628)	S	S		S	S	S
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				

(D) Marquette Waterfront – General 3
(4) GROUND STORY Height: Residential Units (General 3)
(a) The finished floor elevation shall be no more than 7 feet above the exterior sidewalk elevation at the REQUIRED BUILDING LINE. (b) The first STORY shall have an interior clear height (floor to ceiling) of at least 8 feet and a maximum floor to ceiling <u>or mezzanine floor</u> height of 12 feet.
(6) Mezzanines (General 3)
Mezzanines having a floor area greater than 1/3 of the floor area of the story in which the mezzanine is situated shall be counted as full stories.

(E) Marquette Waterfront – General 5
(4) GROUND STORY Height: Residential Units (General 5)
(b) The first STORY shall have an interior clear height (floor to ceiling) of at least 8 feet and a maximum floor to ceiling <u>or mezzanine floor</u> STORY HEIGHT height of 12 feet.

(I) Marquette Waterfront - Founders 5
(4) GROUND STORY HEIGHT: RESIDENTIAL Units (Founders 5)
(b) The first STORY shall have an interior clear height (floor to ceiling) of at least 8 feet and a maximum floor to ceiling <u>or mezzanine floor</u> STORY HEIGHT height of 12 feet.

Section 54.322 Third Street Corridor District Form-Based Code

(A) Third Street Corridor District Form-Based Code Introduction.

- (1) Intent.
- (2) Conflicting Ordinances.
- (3) Pre-Existing Conditions. (moved up from item B.2 for greater clarity)
- ~~(3)~~(4) Transect Districts.
- ~~(4)~~(5) Approval Process.
- ~~(5) Appeals.~~
- (6) Third Street Corridor Form-Based Code General Standards.
 - (1) Instructions. (moved up from item B.1 for greater clarity)

~~(6)~~(7) The Third Street Regulating Plan.

(d) Parking and access:

~~(iii)~~ Where designated on the regulating plan:

- a. ~~Alleys shall provide access to the rear of all lots. Alley construction within the rear setback is required as part of a redevelopment project. Alleys shall be constructed to meet the City construction standards in order to be suitable for emergency and service vehicle access.~~
- b. ~~Alleys shown on the regulating plan represent suggested & approximate configurations. Access through the block and to the rear of lots within the block is required. The specific configuration should include shared parking areas and other uses so long as reasonable service access is unimpeded.~~

(f) Civic Spaces (CS) (moved up from item B.3 for greater clarity)

~~(7)~~**(8) How to Use this Section.**

~~(8)~~**(9) Definitions**

~~(5)~~**(10) Appeals.**

~~(B) Third Street Corridor Form-Based Code General Standards.~~

~~(1) Instructions.~~ (Moved to item A.6 for greater clarity)

~~(a)~~ Site and buildings plans submitted under this Section require administrative approval by the Planning Department.

~~(b)~~ Building and site plans submitted under this Section shall show the following, in compliance with the standards described in this Section:

~~(i)~~ For site and building approval:

~~a.~~ Building Placement

~~b.~~ Building Specifications

~~c.~~ Building Use

~~d.~~ Parking Standards

~~e.~~ Fencing Standards

~~f.~~ Landscape Standards

~~g.~~ Signage Standards

~~(2) Pre Existing Conditions.~~ (Moved to item A.3 for greater clarity)

~~(a)~~ Existing buildings and appurtenances that do not conform to the provisions of this Section may continue in use as they are until a *substantial modification* is requested.

~~(b)~~ The modification of existing buildings is permitted by right if such changes result in greater conformance with the specifications of this Section.

~~(3) Civic Spaces (CS)~~ (Moved to item A.7 for greater clarity)

~~(a)~~ Civic spaces shall be generally designed as described in [Figure 192](#). Civic Space.

(C) Third Street Corridor Form-Based Code Parcel Standards

(4) Fencing Standards.

(c) No single *frontage* fence horizontal panel shall exceed 42 inches in height along a *frontage* lot line. *Frontage* fence horizontal panels must be of open construction.

(d) Private lot line fences, fences in the front or side yard, as well as fences completely on private property, must be of fifty-percent open construction (see examples in [Figure 192](#)), with the following conditions and exceptions:

(i) A fence in a front yard serves as a decorative landscape element, and must have at least 50% of the area of its vertical plane open to light and air from both sides. Picket fences, wrought iron fences, wood lattice, and combinations thereof are appropriate. Split-rail, wire-woven, mesh-like and other similar appearing fences, including those commonly referred to as cyclone and chain-link fences, and mesh-like fences commonly used to contain farm animals are prohibited.

(ii) Private lot line fences in the **side yard shall not exceed 48 inches in height; in a rear yard private lot line fences** shall be between 48 and

72 inches in height and may be of open or closed construction. See [Figure 2-3. Fence Locations](#).

- (iii) A fence and/or wall in the side or rear yard for an approved commercial Outdoor Food and **Alcoholic** Beverage Service Use, and for Outdoor Entertainment and Community Events uses approved by a Special Land Use permit, may be up to eight (8) feet in height and of solid/opaque construction for the purposes of visual and noise screening of that particular use.
- (iv) **A solid/screening fence is allowed along the lot line that has a commercial off-street parking lot abutting a residential use.**

(3) Building Specifications: Frontage Requirements

(c) Where building façades do not occupy the entire frontage length in T5, a *street screen* may be erected as follows, **provided it meets Section 54.704 Clear Vision Triangle:**

- (i) *Street screens* shall be between 3 and 6 feet in height.
- (ii) Openings in the *street screen* for vehicular access may be no wider than 24 feet.

(6) Architectural Standards. This section does not apply to single-family and two-family edge yard and side yard residential unit building types.

(a) Façade Standards:

- (ii) The *shopfront private frontage* shall be no less than 70% **30%** glazing (i.e., windows).
- (v) Exterior building materials shall be masonry, concrete, tile, stone, and wood, unless otherwise designated by the individual building form standards; glass curtain walls and reflective glass of greater than 30% reflectance are prohibited due to the undesirable blinding effect compounded by snow.
- (viii) **Cladding may consist of no more than fifty (50) percent white-grey-black coloration; at least fifty (50) percent of cladding coloration must be any primary, secondary, or tertiary colors, or combinations and hues of these colors.**

(7) Use. Buildings, as the primary element of town planning, are subject to variations in use, placement and configuration.

(d) General to all sub-districts:

- (i) All buildings in each transect district shall conform to the use and types on [Figure 2-4. Use Table of Permitted Land Uses and Special Land Uses in the TSC Districts](#)
- (ii) No commercial use is permitted above a residential use.**

Figure 22-Use 24. Table of Permitted Land Uses and Special Land Uses in the TSC District**Key: P=Permitted S=Special Land Use [blank]=Use Not Permitted**

USE	T4	T5	USE	T4	T5
A. RESIDENTIAL			E. INSTITUTIONAL		
Mixed-use building	P	P	Conference center		P
Multi-family dwelling (Section 54.616)	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 54.640)	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 (Section 54.6423)	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 54.633)	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 54.628)	S	S
D. RETAIL			J. OTHER USES		
Outdoor Entertainment and Community Events(Temporary Use) (Section 54.635(B))	P	P	Accessory Building or Structure (See Figure 124 , Figure 135 , and ,as applicable, Section 54.705)	P	P
Outdoor Entertainment and Community Events (Accessory or Principal Use) (Section 54.635(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 54.637)	P	P	Food Production, Minor	P	P
Restaurant, with Outdoor Food and Alcoholic Beverage Service (Section 54.636)	S	S	Outdoor Recreation	P	P
Mixed-use building	P	P	Wireless Telecom Facilities (Section 54.6447)	S	S
Open/outdoor market building	P	P			
Retail Sales, Outdoor Temporary (Section 54.638)	P	P			
Indoor Recreation	P	P			
Farmers' Markets (Section 54.618)	P	P			
Kiosk	P	P			
Push cart	P	P			
Marihuana Retailer (Section 54.628)	S	S		Permitted Use	P
				Special Land Use	S

(8) Parking Location and Access.

- (a)** Parking shall not be located within ~~25~~ 20 feet of the primary *frontage*.
- (b)** Required parking may be fulfilled in the following locations:
 - (i)** Parking spaces provided within the lot.
 - (ii)** Parking spaces provided along a parking lane (on-street) corresponding to lot *frontages*.
 - (iii)** Parking spaces may be leased from a private or public parking facility within ~~500~~ 2,000 feet of the lot.

Article 4 Schedule of Regulations

Section 54.402 Schedule of Regulations

Zoning District	Minimum Lot Dimensions		Minimum Setback Requirements <u>(T)</u>				Maximum Height of Structures <u>(P)</u>		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, <u>(B)</u>	10 <u>(L)</u>	20 <u>(L)</u>	30 <u>(L)</u>	31.5	<u>(L)</u>	<u>(R)</u>
MDR, Medium Density Residential	4,500 <u>(C)</u>	37.5 <u>(D)</u>	15 <u>(A)</u> , <u>(B)</u>	5 <u>(L)</u>	13 <u>(L)</u>	20 <u>(L)</u>	31.5	<u>(L)</u>	<u>(R)</u>
MFR, Multi-Family Residential <u>(J, K)</u> 5+ Multiple Family Units	15,000 <u>(C)</u>	100 <u>(D)</u>	15 <u>(A)</u>	15 <u>(H)</u> , <u>(L)</u> , <u>(M)</u>	30 <u>(H)</u> , <u>(L)</u> , <u>(M)</u>	30 <u>(H)</u> , <u>(L)</u> , <u>(M)</u>	44 <u>(M)(N)</u> 36.5	<u>(L)</u>	<u>(R or S)</u>
MFR, 1-4 Units and other uses identified in 54.309 <u>(K)</u>	9,000 <u>(E)</u>	75 <u>(E)</u>	15 <u>(A)</u>	10 <u>(H)</u> , <u>(L)</u> , <u>(M)</u>	20 <u>(H)</u> , <u>(L)</u> , <u>(M)</u>	30 <u>(H)</u> , <u>(L)</u> , <u>(M)</u>			
MHP, Mobile Home District	See Section 54.630								
M-U, Mixed-Use	4,800 <u>(C)(E)</u>	40 <u>(D)(E)</u>	0 <u>(E)</u> , <u>(F)</u> , <u>(G)</u>	5 <u>(J)</u> , <u>(L)</u> , <u>(N)</u>	13 <u>(J)</u> , <u>(L)</u> , <u>(N)</u>	20 <u>(J)</u> , <u>(L)</u> , <u>(N)</u>	44 <u>(N)</u>	<u>(L)</u>	<u>(R or S)</u>
CBD, Central Business District	None	None	0	5 <u>(J)</u>	10 <u>(J)</u>	10 <u>(J)</u>	60	18	<u>(R or S)</u>
GC, General Commercial	None	None	0 <u>(F)</u> , <u>(G)</u>	15 <u>(J)</u>	30 <u>(J)</u>	20	40	18	<u>(S)</u>
RC, Regional Commercial	None	None	30	15	30	20	40	18	<u>(S)</u>
M, Municipal	None	None	None	None	None	None	None	None	<u>(S)</u>
C, Civic	None	None	None	5	10	20	60	24	<u>(S)</u>
IM, Industrial/Manufacturing	None	None	40	20	40	40	80 <u>(O)</u>	60 <u>(O)</u>	<u>(S)</u>
CR, Conservation/Recreation	None	None	15	50	100	20 <u>(O)</u>	36.5	18	<u>(S)</u>
BLP, Board of Light and Power	None	None	40	20	40	40	None	None	<u>(S)</u>
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

(B) Reduced Minimum Front Yard Setback in the LDR and MDR Districts. If the average front yard setback of the principal buildings on the same block are less than the minimum front yard setback of the district, the minimum front yard setback of a subject lot in the LDR district or MDR district may be reduced to that average, provided the principal buildings used in the average are on the same side of the street and in the same zoning district on the same block as the subject lot.

(C) Minimum Lot Area for Two-Family Dwellings (Duplexes) in the MDR, M-U, TSC and MFR Districts. In the MDR, M-U, TSC, and MFR District, the minimum lot area for a two-family dwelling (duplexes) is 6,000 sq. feet.

- (1) 6,000 sq. ft. for lots created prior to the adoption of this Ordinance.
- (2) 9,000 sq. ft. for lots created after the adoption of this Ordinance.

(D) Minimum Lot Width for Two-Family Dwellings (Duplexes) in the MDR, M-U, TSC, and MFR Districts. In the MDR, M-U, TSC, and the MFR District, the minimum lot width for a two-family dwelling (duplex) is 50 feet.

- (1) 50 feet for lots created prior to the adoption of this Ordinance.
- (2) 75 feet for lots created after the adoption of this Ordinance.

(E) Minimum Lot Area and Width for Three Family and Four Family Dwellings in the M-U, TSC, and MFR Districts.

(1) In the MDR, M-U, TSC, and the MFR District, the minimum lot area for a three-family and four family dwellings is 9,000 sq. feet.

(2) In the MDR, M-U, TSC, and the MFR District, the minimum lot width for a three-family and four family dwellings is 75 feet.

Existing items E-S would need to be moved up one letter place if item (E) above, which would become (F), is adopted. The item below is currently item E.

(E) Minimum Front Yard Setback in the M-U and GC Districts. In the M-U and GC districts, the minimum front yard setback is 0 ft. if there is at least a 10-foot distance between the front lot line and the curb/edge of the street. If there is not at least a 10-foot distance between the front lot line and the curb/edge of the street in these districts, the minimum front yard setback shall be increased accordingly so that the minimum separation distance between a structure and the curb/edge of the street is at least ten (10) feet.

(M N) Height Exceptions and Increased Setbacks for Principal Buildings in the MFR and M-U Districts. If the subject lot is adjacent to a lot zoned LDR, MDR, C, or CR, any portion of the building higher than 36.5 feet must be setback at least 8 feet from a minimum front yard setback line and at least 10 feet from any other minimum yard setback line.

(O P) 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.

Article 5 Supplemental Zoning District Standards

Section 54.503 Condominium Developments

(G) Design and Engineering Standards and Required Improvements for Condominium Developments.

The design and engineering standards for condominium developments, as well as required improvements for condominium developments, shall be the same as those required for subdivisions in *Section 54.501(E)*.

(1) Exception: If there are no other public streets within 1,500 feet of the nearest site condominium parcel line, then the site condominium parcel can have private road frontage and any of the street development standards do not have to be met in *Section 54.501(E) (1), (2), (6), (7), and (8) items*. The standards in *Section 54.401(E) (3), (4), (5), and (6)* do have to be met, however any reference to “street” will be replaced with “private road”.

Article 6 Standards Applicable to Specific Land Uses

Section 54.603 Bed and Breakfast Home

- (A) Room Size.** A minimum room size of 70 Sq. Ft. for the first occupant and an additional 50 Sq. Ft. for each occupant thereafter shall be provided.
- (B) Length of Stay.** No one guest’s stay is to exceed 14 consecutive days.
- (C) Parking.** In Residential Districts and the M-U District, there must be at least one (1) space per room, plus two (2) spaces for the owner. In Commercial Districts, parking shall be provided in accordance with the requirements provided in the Zoning Ordinance for hotels and motels.
- (D) Signage.** A Bed and Breakfast Home licensed under the ordinance shall be allowed one additional sign on the property. The sign shall be non- illuminated, mounted flush against the building, with a maximum size of five (5) square feet. Other signage shall be regulated by [Article 11](#).
- (E) Proximity.** In Residential Districts, a Bed and Breakfast Home shall not be located within 300 lineal feet measured along the street right-of-way of another Bed and Breakfast Home or Bed and Breakfast Inn.
- (F) Transferability.** Special land use permits for Bed and Breakfast Homes in a Residential District may not be transferred from owner to owner without Planning Commission approval.
- (G) Code Compliance.** A Bed and Breakfast Home shall not commence or continue to operate without compliance with all applicable code requirements. Owners shall submit to inspections of both the exterior and interior of the dwelling to ensure compliance with health, safety, and welfare regulations pursuant to all applicable city code requirements.
- (H) Structure.** Building modifications or additions shall be architecturally designed to blend with the character of the existing structure and neighborhood.
- (I) Site Plans.** A site plan meeting the specifications of the Land Development Code shall be submitted with the application prior to a public hearing for a Bed and Breakfast Establishment.
- (J) Review Considerations.** The Planning Commission shall be guided by the standards set forth in [Section 54.1402\(E\)](#).

- (K) **Serving Full Breakfast.** If the bed and breakfast has 8 or fewer rooms (including owner and family rooms), a full breakfast can be served without a food service license as long as it is a packaged deal. A bed and breakfast that has 9 or more rooms should be licensed with the County health Department, when serving a full breakfast. (changed to conform with state health department standards)

Section 54.604 Bed and Breakfast Inn

- (A) **Room Size.** A minimum room size of 70 sq. ft. for the first occupant and an additional 50 sq. ft. for each occupant thereafter shall be provided.
- (B) **Length of Stay.** No one guest's stay is to exceed 14 consecutive days.
- (C) **Parking.** In non-Commercial Districts, one space per room, plus two (2) spaces for the owner. In Commercial Districts, parking shall be provided in accordance with the requirements provided in the Zoning Ordinance for hotels and motels.
- (D) **Signage.** Signage regulated by [Article 11](#).
- (E) **Proximity.** In Residential Districts, Bed and Breakfast Inns shall not be located within 300 lineal feet measured along the street right-of-way of another Bed and Breakfast Inn or Bed and Breakfast Home.
- (F) **Transferability.** Special land use permits for Bed and Breakfast Inns in a Residential District may not be transferred from owner to owner without Planning Commission approval.
- (G) **Code Compliance.** A Bed and Breakfast Inn shall not commence or continue to operate without compliance with all applicable code requirements. Owners shall submit to inspections of both the exterior and interior of the dwelling to ensure compliance with health, safety, and welfare regulations pursuant to all applicable city code requirements.
- (H) **Structure.** No main building shall be removed in order to allow for a Bed and Breakfast Inn in residential districts nor shall such a structure be removed in order to provide parking for such an establishment. Building modifications or additions shall be architecturally designed to blend with the character of the existing structure and neighborhood in residential districts.
- (I) **Site Plans.** A site plan meeting the specifications of the Land Development Code shall be submitted with the application prior to a public hearing for a Bed and Breakfast Establishment.
- (J) **Review Considerations.** The Planning Commission shall be guided by the standards set forth in [Section 54.1402\(E\)](#) and, if applicable, [Section 54.1403\(C\)](#) if the Bed and Breakfast Inn is a special land use.

- (K) **Serving Full Breakfast.** If the bed and breakfast has 8 or fewer rooms (including owner and family rooms), a full breakfast can be served without a food service license as long as it is a packaged deal. A bed and breakfast that has 9 or more rooms should be licensed with the County health Department, when serving a full breakfast. (changed to conform with state health department standards)

Section 54.611 Drive-Through Uses

- (A) **Building Design.** Drive-through uses must be built as an integral architectural element of the primary structure and use. Building materials shall be the same as those used in the primary structure. Drive through facilities and structures separate from the primary structure are prohibited.
- (B) **Drive-Through Setback.** Drive-through uses, including the drive-through window and any canopies, must be located to the rear or side of the primary structure, except that corner parcels may use one (1) frontage of the building for drive-through window service. All drive-through service windows must be set back a minimum of eight (8) feet from the front building wall of the primary structure.
- (C) **Traffic and Pedestrian Safety.** A curb opening for a driveway is prohibited where the driveway would create a safety or traffic hazard because of its location in relation to pedestrian entrances or crossings.
- (D) **Stacking Lane Location.** Stacking lanes may not be located in a required front yard setback and must not create hazardous conditions for pedestrians or other users on the site or in any adjacent right-of-way.
- (1) For new construction, the payment or pickup window must be at least 40 feet from the closest point of the sidewalk vehicles were required to cross to access the window in order to accommodate two waiting motor vehicles.
- (2) Existing sidewalk shall not be replaced with a driveway apron in new construction.
- (3) Customers on foot, bicycle, in a wheelchair, etc. may not be prohibited from use.
- (E) **Headlight Glare.** Drive-through uses must be designed and configured and screened such that glare from the headlights of vehicles waiting in the stacking lane is obstructed from shining into neighboring residential or commercial uses, and so that glare does not create a driving hazard on streets or roads abutting the drive-through use.
- (F) **Landscaping.** A landscape buffer meeting the requirements of [Section 54.1003](#) shall be provided along rear and side lot lines of a drive-through use located adjacent to a residentially zoned or used property
- (G) **Screening.** Where a drive-through/stacking lane is adjacent to a residential zoning district or a property being used primarily for residential dwelling a six-foot (6') screening fence shall be placed on the commercial property for the length of the drive-through/stacking lane and to the end wall of the building in which the pick-up window resides.

Section 54.612 Dwelling, Accessory Unit

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

(H) Attachment Options. The ADU may be attached to the single-family dwelling ~~or~~ and constructed on the second 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.

Section 54.635 Outdoor Entertainment and Community Events

(B) Outdoor Entertainment and Community Event as a Temporary Use Requiring a Permit.

(3) Development Standards. The following must be addressed to the satisfaction of the Zoning Administrator or Planning Commission, as applicable:

- (a) Adequate access and off-street parking must be provided. Vehicle circulation and traffic control may be subject to Police Department approval. Parking space requirements may be reduced per section 54.902(I).

Section 54.636 Outdoor ~~Food and~~ Alcoholic Beverage Service

(A) Outdoor Food and /or Alcoholic Beverage Service on Public Property. Outdoor food and beverage service (including alcoholic beverages) on public property is subject to the requirements of Chapter 12 (Business), Article 6 (Sidewalk Café Permits) of the City Code of Ordinances.

(B) Outdoor ~~Food and~~ Alcoholic Beverage Service on Private Property. Outdoor ~~food and~~ alcoholic beverage service on private property is subject to the following requirements:

- (1) **Accessibility.** Outdoor ~~food and~~ alcoholic beverage service on private property shall be located in a manner that will not interfere with vehicular or pedestrian mobility or access, and shall meet Michigan barrier-free requirements. Outdoor ~~food and~~ alcoholic beverage service areas shall not obstruct the entrance to any building or sidewalk, nor shall they obstruct any barrier-free ramp or access aisle. If outdoor ~~food and~~ alcoholic beverage service areas are located on a private sidewalk, a minimum five (5) foot wide unobstructed pathway shall be maintained on the sidewalk, for pedestrian traffic.
- (3) **Location of Outdoor ~~Food and~~ Alcoholic Beverage Service Areas.** Tables and chairs must remain within a well-defined and clearly marked area. The City may require enclosures consisting of metal railing, brick walls, landscape planters or other suitable materials using decorative, wrought iron fencing, or other suitable materials. The City may permit temporary enclosure structures, provided the temporary enclosure structures meet the requirements of [Section 54.705\(F\)](#).

(D) Vehicle Parking Requirements. Parking space requirements may be reduced per section 54.902(I).

Section 54.637 Outdoor Food and Non-Alcoholic Beverage Service

(A) Outdoor Food and Non-Alcoholic Beverage Service on Public Property. Outdoor food and non-alcoholic beverage service on public property is subject to the requirements of Chapter 12 (Business), Article 6 (Sidewalk Café Permits) of the City Code of Ordinances.

(B) Outdoor Food and Non-Alcoholic Beverage Service on Private Property. Outdoor food and non-alcoholic beverage service on private property is subject to the following requirements:

- (1) Accessibility.** Outdoor food and beverage non-alcoholic service on private property shall be located in a manner that will not interfere with vehicular or pedestrian mobility or access, and shall meet Michigan barrier-free requirements. Outdoor food and non-alcoholic beverage service areas shall not obstruct the entrance to any building or sidewalk, nor shall they obstruct any barrier-free ramp or access aisle. If outdoor food and non-alcoholic beverage service areas are located on a private sidewalk, a minimum five (5) foot wide unobstructed pathway shall be maintained on the sidewalk, for pedestrian traffic.
- (2) Mobile Food Vending Units.** Mobile Food Vending Units per Chapter 35 of the City Code are not considered Outdoor Food and Beverage Service.
- (3) Location of Outdoor Food and Non-Alcoholic Beverage Service Areas.** Tables and chairs must remain within a well-defined and clearly marked area. The City may require enclosures consisting of metal railing, brick walls, landscape planters or other suitable materials using decorative, wrought iron fencing, or other suitable materials. The City may permit temporary enclosure structures, provided the temporary enclosure structures meet the requirements of [Section 54.705\(F\)](#).

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

(D) Vehicle Parking Requirements. Parking space requirements may be reduced per section 54.902(I).

Section 54.637~~8~~ Outdoor Temporary Retail Sales

- (A)** Temporary retail sales areas, for approved commercial land uses, may be permitted to occupy not more than twenty-five percent (25%) of the existing or required parking spaces on the site, for a total of not more than 90 days in any 12-month period. The location of sales merchandise and/or temporary structures shall not interfere with pedestrian accessibility, traffic patterns, or access to remaining parking spaces. Prior to placement of merchandise or erection of temporary structures, the Zoning Administrator must be notified of the date of removal. The location and construction of all temporary structures (including tents) erected in association with the temporary sale of merchandise shall require the approval of the Zoning Administrator and the Fire Administrator. It is the responsibility of the business owner to contact the Building Code Administrator to determine if a building permit is required.
- (B)** Mobile Food Vending Units per Chapter 35 of the City Code are exempt from [Section 54.637\(A\)](#).
- (C)** Temporary sales areas that require a person to obtain a license from the City Clerk's Office are exempt from obtaining a Zoning Compliance Permit, but must meet the requirements of [Section 54.637\(A\)](#).
- (D)** Temporary outdoor sales and display of merchandise in conjunction with Marquette Downtown Development Authority sanctioned events are exempt from [Section 54.637\(A\)](#).

but must be removed at the conclusion of the event.

- (E) Temporary outdoor sales for non-commercial land uses which are an accessory use of property, such as yard/garage sales and children's lemonade sales, are authorized with the permission of the property owner. Such sale events may occur on a singular property up to 10 times per year and no more than 4 times per month.

Section 54.645 Shooting Range, Indoor

(A) Indoor Shooting Ranges must comply with the following:

- (1) The building and method of operation shall comply with the "generally accepted operating practices" adopted Michigan Department of Natural Resources for Sport Shooting Ranges per P.A. 250 of 1994.
- (2) No ammunition shall be used in the range that exceeds the certified design and construction specifications of the range.
- (3) No range shall sell or dispense alcoholic beverages, marihuana, or other controlled substances, nor shall they be in a building which contains a business that sells or dispenses these substances. Alcoholic beverages, marihuana, or other controlled substances are not allowed on the premises of the range at any time.
- (4) The range shall conform with all Federal, State and Local requirements related to the use, sale, rental, and transport of firearms.
- (5) The structure must be constructed and maintained such that noise from the structure during use will not cause any disturbance to those across the real property boundary of the structure.
- (6) The owner or operator of a commercial indoor range shall have on the premises at all times during range operation an individual certified as a firearm or range instructor.

Section 54.646 Supportive Housing Facility, Permanent and Transitional

The applicant shall provide a narrative account of how the facility will comply with each of the following conditions for development and operation:

- (A) On-site Facility Manager and Staffing, including accessory support services such as arrangements for resident counseling, physical and mental health care, child-care, employment assistance, job training, life-skills training, alcohol/drug abuse programs, case management, etc.
- (B) Affiliation with a Charitable Organization or Governmental Agency. The facility must be associated with a charitable association such as a 501 (c) organization, or a governmental agency, and will preferably have internal oversight of finances and operations by a board of directors.
- (C) Site Plan and Property Maintenance Requirements. Existing structures shall meet all the minimum, site plan and parking requirements for licensing. Applications for new building shall include a site plan, floor plan and elevations.
- (D) How routine and irregular property maintenance will be conducted.
- (E) Occupancy limits/capacity and sanitary facilities for residents.
- (F) How many *transitional* (up to 2 years in residence) vs. *permanent* residents (more than two years in residence) the facility intends to house.
- (G) Register. Operators shall keep a list of the names of all persons staying at the facility and the register shall be available for inspection by City Officials at any time.
- (H) There shall be a minimum separation between similar facilities of five hundred feet (500').

- (I) **Pre-Application.** Prior to application for zoning approval, the applicant must meet with the Planning Department to discuss the project and standards for development and is strongly encouraged to inform the neighbors of plans for the rooming house.

Section 54.64~~4~~⁷ Wireless Telecommunications Facilities

- (A) **Purpose.** The purpose of this Ordinance is to establish general guidelines for the siting of wireless communications towers and antennas. The goals of this Ordinance are to:
- ~~(1) Protect residential areas and land uses from potential adverse impacts of towers and antennas;~~
Encourage location of towers and antennas, to the extent possible, in areas where the adverse impact on the community is minimal.
 - (2) Encourage the location of towers in non-residential areas;
 - (3) Minimize the total number of towers throughout the community;
 - (4) Strongly encourage the joint use of new and existing tower sites as a primary option rather than construction of additional single-use towers;
 - ~~(5) Encourage users of towers and antennas to locate them, to the extent possible, in areas where the adverse impact on the community is minimal;~~
 - (6) Encourage users of towers and antennas to configure them in a way that minimizes the adverse visual impact of the towers and antennas through careful design, siting, landscape screening, and innovative camouflaging techniques;
 - (7) Enhance the ability of the providers of telecommunications services to provide such services to the community quickly, effectively, and efficiently;
 - ~~(8) Consider the public health and safety of communication towers; and~~
 - ~~(9)~~ **(8)** Avoid potential damage to adjacent properties from tower failure through engineering and careful siting of tower structures. In furtherance of these goals, City of Marquette shall give due consideration to the City's master plan, zoning map, existing land uses, and environmentally sensitive areas in approving sites for the location of towers and antennas.
- (E) **Towers Requiring Special Land Use Permits.**
- (2) **Towers**
- (b) **Factors Considered in Granting Special Land Use Permits for Towers.** In addition to any standards for consideration of special land use permit applications pursuant to [Section 54.1403](#) of the Land Development Code, the Planning Commission shall consider the following factors in determining whether to issue a special land use permit, although the Planning Commission may waive or reduce the burden on the applicant of one or more of these criteria if the Planning Commission concludes that the goals of this Ordinance are better served thereby:
- (i) Height of the proposed tower;
 - (ii) Proximity of the tower to residential structures and residential district boundaries;
 - ~~(iii) Nature of uses on adjacent and nearby properties;~~

- ~~(iv)~~ **iii**) Surrounding topography;
- ~~(v)~~ **iv**) Surrounding tree coverage and foliage;
- ~~(vi)~~ **v**) Design of the tower, with particular reference to design characteristics that have the effect of reducing or eliminating visual obtrusiveness;
- ~~(vii)~~ **vi**) Proposed ingress and egress; and
- ~~(viii)~~ **vii**) Availability of suitable existing towers, other structures, or alternative technologies not requiring the use of towers or structures, as discussed in [Section 54.644\(E\)\(2\)\(c\)](#) of this Ordinance.

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 five (5) feet **twelve (12) inches** from the front **lot line**, five (5) feet **from the** rear lot lines, and three (3) feet from the side lot lines; ~~however, front yard setbacks are not required for barrier-free access ramps. 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, with the following exceptions:~~

- (1) Front yard setbacks are not required for barrier-free access ramps if resident requires ramp access**
- (2) 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.**
- (3) 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.**
- (4) 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.**

(D) Unenclosed Balconies, and Open Porches, Decks, and Patios. Unenclosed balconies, ~~and open porches,~~ **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, ~~and open porches,~~ **decks, and patios** is permitted or required by [Article 4](#).

(G) 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:

- (1) Clear Vision Triangle Area.** All structural amenities must meet traffic visibility regulations of [Section 54.704](#).
- (2) Durable Materials and Construction.** Structural amenities must be composed of durable materials such as steel, bronze, stained glass, concrete, wood, ceramic tile, stone, or other similar material durable against weather and requiring a low level of maintenance.
- (3) Maintenance.** Structural amenities must be maintained in a safe, neat, and orderly manner acceptable to the City. The City may require the owner of the structural amenity to submit a maintenance plan for review. The City shall determine the acceptable maintenance of a structural amenity to prevent blight.
- (4) Secure Location.** Structural amenities must be properly secured to provide stability. The structural amenity may be attached or secured to the ground, or it may be attached to the principal structure or accessory structure (excluding roof attachment).
- (5) ~~Minimum Setback.~~** ~~In addition to the minimum setbacks of [Section 54.702\(G\)](#), structural amenities shall be set back from all lot lines a distance of one and one-half (1.5) times the height of the structural amenity. Basketball hoops, clotheslines, even statues.~~
Maximum Height: No attached or detached structural amenity shall exceed sixteen and one-half (16.5) feet in height.
- (6) Prohibitions.** The following are prohibited:
 - (a)** Structural amenities that have deteriorated or are otherwise determined by the City to be blight.
 - (b)** Structures that are beyond the scope of a structural amenity and should be regulated under a different section of this Ordinance, such as fences ([Section 54.706](#)), accessory structures ([Section 54.705](#)), or signs ([Article 11](#)).
- (7) Permit and Exemptions.** A permit is required for structural amenities unless it meets the following exemptions, and the structural amenities must meet the requirements of [54.702\(G\)](#):
 - (a)** Enclosed structural amenities less than ~~nine (9)~~ **sixteen (16)** square feet in floor area/footprint ~~are exempt from permit requirements.~~ Examples of such amenities include dog/bat/bird houses, children's playsets, treehouses, library boxes, and garden sheds.
 - (b)** **Open/Unenclosed structural amenities, such as children's playsets, and seasonal or collapsible temporary structures such as tents and similar shelters less than 160 square feet in floor area.**

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 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.
- (4) **Separation and Setback Distances.** No permanent accessory building or structure shall be located in a minimum front yard setback. No detached accessory building shall be located closer than five (5) feet to any main building nor closer than three (3) feet from a side or rear lot line, except swimming pools, which are regulated in [Section 54.707](#). Non-building accessory structures (e.g., fences and steps) or open buildings (i.e., a shelter without walls including an open lean-to or open carports) are not subject to the minimum separation distance requirements unless a minimum separation distance is required by the Building Official.
- (5) **Maximum Height.** Unless otherwise stated in this Ordinance, no attached or detached accessory building or structure in a the LDR, MDR, and M-U Districts shall exceed sixteen and one-half (16.5) feet in height. The height of Accessory Dwelling Units must comply with [Section 54.612](#).

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

(C) Accessory Buildings and Structures in the 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.

(F) Temporary Structures in all Zoning Districts. The City may permit temporary structures in any zoning district during the duration of a permitted temporary land use, subject to the following requirements:

(6) Duration and Removal. ~~Prior to the erection of a temporary structure, the Zoning Administrator must be notified of the date of removal.~~ The temporary structure must be removed when the associated temporary use has ceased. ~~In no case shall a~~ A temporary structure may be permitted for no more than 90 120 days in a 12-month period, with the following exceptions:

(a) structures for outdoor food and beverage service, whether for indoor or outdoor dining

(b) structures erected via municipal or DDA authority for programmed outdoor summer or winter activities.

(c) structures that are being used in relation to and during the construction of permanent facilities that have been approved for zoning compliance and building permits.

The Zoning Administrator may extend the period of permission for up to 180 days in total during a 12-month period, in any of the above cases, upon request of the property/structure owner and based on the relevant circumstances (i.e. reason for request)

Section 54.706 Fences and Walls

(C) Requirements by Zoning District:

(1) LDR, MDR, and MFR Districts.

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

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

(1) where the rearmost wall of the neighboring dwelling structure is between the front wall and rear wall of the subject home, a 6 ft. screening fence may be built to the rear of the neighboring dwelling's rearmost wall along that side of the subject property, and each side of the property is treated independently. Where the rearmost portion of the subject property is a shed/garage for vehicle or other storage, and not containing dwelling space, it shall not be counted as the rearmost portion of the dwelling.

(2) for required retaining walls.

(2) M-U and CBD Districts.

(a) Height. Fences and walls in the side or rear yard shall not exceed six (6) feet in height, except that a wall or fence in the side or rear yard of an approved commercial Outdoor

~~Food and Alcoholic Beverage Service use (see [Section 54.634](#)) and for Outdoor Entertainment and Community Events (see [Section 54.635](#))~~ may be up to eight (8) feet in height for the purposes ~~of visual and noise screening of that particular use~~ of screening the outdoor food and beverage service use. A fence in a front yard may not exceed four (4) feet in height. Walls are prohibited in a front yard except for retaining walls.

- (b) Construction.** Fences may not have more than 50% of the fence area of solid, opaque construction (See [Figure 357](#) for examples of noncompliant fences), except the following:
- (i)** A solid/screening fence is allowed in the side yard or rear yard between abutting residential land uses.
 - (ii)** A screening fence that is required for a Special Use Permit, by any City ordinance, or by State law may be of solid, opaque construction.
 - (iii)** A wall or fence in the side or rear yard of an approved Marihuana Grower or Marihuana Microbusiness use (see [Section 54.628](#)) may be 100% of the fence area of solid opaque construction for the purpose of screening the outdoor growing area.
 - (iv)** A wall or fence in the side or rear yard of an approved Outdoor Alcoholic Beverage Service (see [Section 54.636](#)) and Outdoor Entertainment and Community Events uses (see [Section 54.635](#)) may be 100% of the fence area of solid opaque construction for the purposes of visual and noise screening of that particular use.
 - (v)** Retaining walls.

~~**Construction.** Fences may not have more than 50% of the fence area of solid, opaque construction (See [Figure 35](#) for examples of noncompliant fences), except that a wall or fence in the side or rear yard of an approved Marihuana Grower or Marihuana Microbusiness use (see [Section 54.628](#)) may be 100% of the fence area of solid opaque construction for the purpose of screening the outdoor growing area.~~

~~**(vi) Exception.** A screening fence that is required for a Special Use Permit, by any City ordinance, or by State law may be of solid, opaque construction.~~

(E) Special Purpose Fences.

- (3) Temporary Fences.** Temporary fences, as defined herein, may be permitted by the City in conjunction with an approved temporary activity/purposes, such as construction, landscaping and grading erosion control, temporary sales areas, temporary events, or snow ~~and garden~~ fencing ~~(as long as it is not permanently anchored and the use is temporary for the snow or growing season)~~. The type of temporary fencing used must be appropriate for the temporary activity, and in most cases a temporary fence must be installed prior to the temporary activity and should be removed soon after the end of the temporary activity. Temporary fencing that does not meet these standards may be considered a violation of this section. ~~Temporary fencing that is not permanently anchored and the use is temporary does not require a fence permit.~~

Article 9 Parking, Loading, and Access Management

Section 54.901 Intent

It is hereby determined that the provision of off-street **vehicle** parking spaces is necessary to reduce traffic hazards and the congestion of streets. It is also determined that regulation of location, design, maintenance, and other features of off-street parking lots is in the interest of public safety and welfare.

Section 54.902 Parking Regulations

(E) Parking Standards Applicable to Specific Zoning Districts.

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

(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 unpaved land 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.

(h) **Application of Parking Development Standards.** All one- and two-family residential parking spaces shall be exempt from the standards of [Section 54.905](#), except that site plans drawn to scale shall be submitted to the Zoning Administrator for review and approval for creation of driveways or parking spaces. Parking spaces may be on pavers or other hard parking surfaces that have an unpaved strip between the surfaces supporting the wheels. **For purposes of providing required parking spaces onsite, the minimum dimensions for residential parking spaces shall be nine (9) feet wide by eighteen (18) feet long.** Driveways in the front yard must be a full-width hard parking surface. Curb cut and driveway permits shall be obtained from the City Engineer when curb cuts are made or modified or if there is any work in the right-of-way for a driveway.

Section 54.903 Minimum/Maximum Number of Parking Spaces

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

Land Use	Minimum/ <u>Maximum</u> Parking Requirement
(A) Residential and Lodging	
(1) Single-Family and Two-Family units	Two (2) spaces per dwelling unit, except the M-U and CBD zoning districts require 1.125 spaces per dwelling unit. For parking spaces provided for residential dwelling units off-site, one (1) space per dwelling unit may be permitted off-site if proof of a lease arrangement for long-term parking is provided to the City with the application.
(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 dwelling units, except subsidized (below market rate) and senior housing.	1.125 spaces per dwelling unit, except the M-U and CBD zoning districts require 1 space per dwelling unit.
(4) Multiple-Family units with 20 or more dwelling units, subsidized housing units (including Section 8 and other programs)	~~One~~ <u>Two (2) spaces</u> per each dwelling unit with more than one bedroom; <u>one (1) parking space must be provided for each one-bedroom dwelling unit. 2 motor vehicle parking spaces per dwelling unit is the maximum allowed.</u>
(5) Attached housing exclusively for senior citizens that is not congregate care.	One-half space per dwelling unit plus one space per employee on peak shift.
(6) Hotels and Motels	1 space per rental unit, plus 1 space per employee on peak shift. <u>A hotel or motel may provide parking spaces and power hookups for recreational vehicles (RVs). The maximum number of spaces for RVs shall be ten (10) percent of the number of rental units/rooms.</u>
(F) Industrial/Wholesaling/Warehousing	
(1) Production or Processing of Materials, Goods, or Products	One (1) space per 1,000 <u>1,500</u> square feet of floor area plus one (1) space per 10,000 square feet of site area.

(G) Retail Trade	
(1) Establishments for the consumption of Food or Beverages on the Premises, excluding Drive-Through Restaurants	1 space for every two (2) capacity occupants
(2) Drive-Through Restaurants	1 space for every two (2) capacity occupants plus ~~five (5)~~ two (2) stacking spaces between the pick-up window and the order station, where space exists. and ~~five (5)~~ Any other stacking spaces that ~~do~~ shall not conflict with access to required parking spaces or block right-of-way, ~~per order station (e.g., menu board).~~

Section 54.905 Parking Layout, Design, Construction, and Maintenance

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

(A) Required Parking Space Dimensions. Unless otherwise stated in [Section 54.905\(C\)](#), all parking spaces shall be laid out in the **minimum** dimensions of nine (9) feet wide by eighteen (18) feet long, exclusive of maneuvering lanes.

Article 11 Signs

Section 54.1103 Definitions

Rules of Interpretation. Refer to [Section 54.201](#) for rules of interpretation of terms and words in this Article.

(A) Sign Definitions, Sign Types. The following definitions apply to types of signs based on the characteristics of the sign without respect to the content of the message:

(33) Permanent Sign: A sign of durable construction and durable materials designed to remain in one location and position either through attachment to a building element or mounting on a standard secured to a below grade footing, **or designed into building materials such as stonework.**

(45) Temporary Sign: A sign intended to display either commercial or non-commercial messages of a transitory or temporary nature. Portable signs or any sign not permanently embedded in the ground, or not permanently affixed to a building or sign structure that is permanently embedded in the ground, are considered temporary signs.

(C) Sign Definitions, General.

(6) Building Entrance: **A building entrance that is clearly available as a public entrance, with the exception of businesses that for reasons related to privacy do not clearly indicate a public entrance.**

Section 54.1107 Exempt Signs Permitted in All Zoning Districts

Certificates of Zoning Compliance shall not be required for the following signs provided that said signs meet all other requirements of this Ordinance, including but not limited to those in [Section 54.1109](#). Approval of the property owner is required prior to the erection of a sign. It is the responsibility of the party erecting the sign to determine if a building permit is required.

(A) Temporary signage in accordance with [Section 54.1109](#) and [Section 54.1105](#), unless otherwise stated in this Ordinance. Commercial signs placed on construction sites for project information and/or associated contractors, and where home improvements are underway, are permitted for up to 14 days after the work is completed. These ground and yard signs must comply with the size requirements for permanent signs as stated in Section 54.1105.

(K) Permanent signs, where the use of the structure/property has changed and removing the sign would be an unreasonable burden (e.g. such as names carved into stone).

Section 54.1109 General Sign Standards

(E) Awning, Canopy, and Marquee Signs:

(1) Minimum Height. Awnings, canopies, and marquees, and signs attached to them, shall not be placed less than ~~ten~~ eight (~~10~~ 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).

Article 14 Administrative Procedures

Section 54.1402 Site Plan Review

(B) Uses Subject to Site Plan Review, Minor/Administrative Site Plan Review, and Exemptions. The required review process for uses and development is described in [Figure 4951](#). 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 administratively approve or conditionally approve minor site plans as described in [Figure 4951](#) and [Section 54.1402\(D\)\(1\)](#). All other 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).

In Fig. 51 change “Minor Site Plan Review” as below:

Figure 4951. Required Review Process Based on Development Activity

Development Activity	Site Plan Review Required	Minor/Admin. Site Plan Review	Exempt From Site Plan Review
----------------------	---------------------------	-------------------------------	------------------------------

(C) Information Required for Site Plans and Sketch Plans. The site plan review application materials shall include all the following information, unless the Zoning Administrator determines that some of the required information is not reasonably necessary for consideration of the plan.

(3) Site Plan. ~~Twelve (12)~~ **Six (6)** copies of plan sheet(s) providing the information listed below ([Figure 5052](#)). For minor site plans, three (3) copies of plan sheets are required. Sheet size of submitted drawings shall be at least 24-inches by 36-inches, with graphics at an engineer's scale of one (1) inch equals twenty (20) feet for sites of 20 acres or less; and one (1) inch equals fifty (50) feet for sites over 20 acres. **One digital copy of the complete plan set must also be submitted.** The surrounding area drawing may be in a scale of one (1) inch equals one-hundred (100). ~~Digital plans must also be submitted.~~

(5) Sketch Plan. A sketch plan must include the information listed below ([Figure 5052](#)). The number of plans submitted is determined by the Zoning Administrator, **based upon whether or not the plans need to be reviewed by the Fire Dept., Police Dept., and/or Dept. of Public Works – in addition to the Engineering and Planning-Zoning functions of the Community Development Department, and the Zoning Administrator may accept digital plans.** **One digital copy of the complete plan set must also be submitted.** The sheet size of submitted drawings shall be at a scale acceptable to the Zoning Administrator. Upon request of the applicant, the Zoning Administrator may waive individual sketch plan requirements if the requirements are found to be unnecessary or irrelevant to the intent of providing the information; however, the Planning Commission has the right to require all of the in information in [Figure 5052](#).

Figure 5052. Site Plan Information Required in the Site Plan Set

Site Plan Information Required	Sketch Plan	Preliminary Site Plan	Final Site Plan
Identification of Project			
The applicant's name.	•	•	•
Name of the development.	•	•	•
The preparer's name and professional seal of architect, engineer, or landscape architect indicating license in the State of Michigan.		•	•
Small scale location sketch of sufficient size and scale.	•		
A survey of the property, sealed by a surveyor licensed in the State of Michigan.		•	•
Date of preparation and any revisions.	•	•	•
North arrow.	•	•	•
Complete and current legal description and size of property in acres.	•	•	•
Existing Features			
Property lines and dimensions drawn to scale.	•	•	•
Zoning and current land use of applicant's property and all abutting properties and of properties across any public or private street from the site.	•	•	•
Lot lines and all structures on the property and within 100 feet of the site's property lines.		•	•
Locations of all significant natural features, including Riparian Buffers (see Section 54.804), wetlands (see Section 54.805), steep slopes (see Section 54.806), woodlands and protected trees (see Error! Reference source not found.), floodplains, etc.)	■	■	■
Locations of all significant natural features – streams, wetlands and floodplains (see Section 54.805), steep slopes (see Section 54.806), woodlands and protected trees (see Section 54.807).	■	■	■
Boundary of any Riparian Overlay Districts, per Section 54.320(E) . Applicable where streams and/or steep slopes, wetlands, and surface water bodies may be impacted by proposed development. Location of steep slopes (>12 percent), per Section 54.806		■	■
Any existing private or public easements.		■	■
Location of any access points on both sides of the street within 100 feet of the site along streets where access to the site is proposed.	•	•	•
Locations of existing utilities.	•	•	•
Existing topography at a minimum of two (2) foot contour intervals.		•	•
Proposed Construction			
Building footprints, setbacks, and elevations showing height for all proposed structures with the acreage allotted to each use. See Article 3 , Article 4 , and Article 7 .	•	•	•
Floor area and ground coverage ratios. See Article 3 and Article 4 .	•	•	•
Proposed locations of utility services (with sizes) and storm water management, including storm drainage, retention or detention ponds, fire hydrants, and any public or private easements. See Section 54.803 .		•	•

Site Plan Information Required	Sketch Plan	Preliminary Site Plan	Final Site Plan
Schematic storm water management plan, including elements stated below for Final Site Plan requirements, as needed to show intended compliance with the requirements of the Land Development Code.		●	
Proposed topography with a site grading plan with topography at a minimum of two (2) foot contour intervals.		●	●
Boundary of any Riparian Overlay Districts, per Section 54.320(E) . Applicable where streams and/or steep slopes, wetlands, and surface water bodies may be impacted by proposed development. Location of steep slopes (>12 percent), per Section 54.806		●	●
Location and method of screening for all waste dumpsters. See Section 54.1003(F) .		●	●
Location and dimensions of parking spaces. See Article 9 .	●	●	●
General landscaping design concept acceptable to the Zoning Administrator.	●		
A landscaping plan indicating proposed plant locations with common plant name, number, and size at installation. Berms, retaining walls or fences shall be shown with elevations from the surrounding average grade. See Article 10 .		●	●
Locations of exterior light fixtures.	●		
Details of exterior lighting including fixture and pole locations, height, and method of shielding. See Section 54.802 .		●	●
The location of all permanent or temporary signs, existing or proposed, including their area, size, height, illumination, and the type of construction. See Article 11 .	●	●	●
Locations of utility services (with sizes) and storm water management elements, including, storm drainage, retention or detention ponds and/or swales, rain gardens, riparian buffer vegetative strips, per Section 54.803 . Any proposed public or private easements.			●
Fire hydrant number and placement or other water supply, and standpipe connection type; Fire dept. connection location; Alarm panel location; Fire dept. access details.			●
If the application is related to property scheduled for phased development, the proposed layout for the total projected development shall be indicated, and the projected scope and time period shall be estimated for each additional phase. The phasing plan must be acceptable to the City staff to ensure that each phase can function independently and is not reliant on future phases if they are not constructed.	●	●	●
Site Circulation Details and Access Design			
General site circulation and access including: indication of street right-of-way and pavement widths; access points; and location of pedestrian paths. See Section 54.907 .	●		
Indication of street right-of-way and pavement widths and pavement type.		●	●
Street horizontal and vertical dimensions, including curve radii.		●	●
Dimensions of access points including distance from adjacent driveways or intersecting streets, including those across a street. See Section 54.907 .		●	●
Identification of width and material to be used for pedestrian paths. See Section 54.907 .		●	●
Name and location of abutting public streets, proposed access driveways and parking areas, and existing and proposed pedestrian/bicycle paths.		●	●

Site Plan Information Required	Sketch Plan	Preliminary Site Plan	Final Site Plan
Schematic location and names of abutting public streets and other right-of-ways, and schematic location of proposed streets/roads, driveways, parking areas, pedestrian and bicycle paths.		•	
Schematic of access points, including from adjacent driveways on intersecting streets, including those across a street. See Section 54.907 .		•	
Locations, dimensions, and names of abutting public streets and other right-of-ways, and of proposed streets/roads, driveways, parking areas, pedestrian and bicycle paths.			•
Pavement widths and pavement types for all streets/roads, pedestrian and bicycle paths.			•
Written verification of access easements or agreements, if applicable.		•	•
Additional Information			
Any other information necessary to establish compliance with this and other ordinances.	•	•	•

(D) Site Plan Review Procedures. No Zoning Compliance or Special Land Use Permit shall be issued for any uses subject to site plan review except in accordance with a site plan approved by the Planning Commission, or a Minor Site Plan approved by the Zoning Administrator, in accordance with the following procedures:

(4) Preliminary Site Plan Review.

The purpose of Preliminary Site Plan Review is to allow for the review and decision on most aspects of the site without the need for final detailed engineering unless required by the City Engineer. An applicant may submit some of the engineering elements in schematic/diagram form in the Preliminary site plan set per the requirements shown in [Figure 52](#), and such items must be approved per the Final Site Plan Review (FSPR) requirements prior to staff completion of a Zoning Compliance Permit for the project. Applications for preliminary site plan review must be submitted to the Zoning Administrator at least twenty (20) business days prior to the meeting at which the review is to take place. The Planning Commission shall review the preliminary site plan, together with any reports and recommendations from staff, consultants and other reviewing agencies and any public comments. The Planning Commission shall then make a determination based on the requirements of this Ordinance and the standards of [Section 54.1402\(E\)](#). The Planning Commission is authorized to postpone, approve, approve subject to conditions or deny the preliminary site plan as follows:

(d) Approval Subject to Conditions. The Planning Commission may approve a preliminary site plan, subject to one (1) or more conditions necessary to address minor modifications to the preliminary site plan, ensure that public services and facilities can accommodate the proposed use, protect significant natural features, ensure compatibility with adjacent land uses, or otherwise meet the intent and purpose of this Ordinance. Such conditions may include the need to obtain variances or approvals from other agencies. Upon approval of the preliminary site plan and the satisfaction of conditions, the applicant may apply for final site plan review.

(e) The Planning Commission may elect by an affirmative vote to be the approving authority of the Final Site Plan, otherwise the approving authority will be the Zoning Administrator. The scope of the proposal, the potential impact of the project, and/or or the estimated value of

public input or of conducting the approval in a public forum are all reasons that the Planning Commission may elect to be the review authority for the Final Site Plan. The Zoning Administrator may recommend that the Planning Commission be the approving authority in the staff report for the site plan review.

(5) Final Site Plan Review

(d) Planning Commission and/or Administrative Action. Except as noted in directly above, and as stated in Section 54.1402(D)(4)(c) for Preliminary Site Plan Review, the Planning Commission, or City Staff, shall approve, approve with conditions, or deny the site plan based on the compliance of the plan with City Ordinances and the review standards of this Ordinance. If conditional approval is granted, the conditions shall be stated specifically so that the Zoning Administrator or other reviewing departments can determine compliance with the conditions and grant approval following submission of revised plans; said review not to exceed ten business (10) days unless additional time is required by the Zoning Administrator or other reviewing departments to determine compliance with the conditions of site plan approval. A site plan shall be approved if it contains all of the information required by the ordinance and is in compliance with the standards of the Land Development Code (including Section 54.1402(E)), other City planning documents, City ordinances, and state and federal statutes.

(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) 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 days prior to the expiration of the site plan approval and must meet the following standards. The Zoning Administrator may similarly grant extensions of administratively approved site plans.

- i. The approved plan conforms to zoning at the time the extension is granted
- ii. Any and all Federal and State approvals and permits are current.

(b) Relevant LDC Amendment. If the Land Development Code is amended within one year of site plan approval and approved work has not been completed, any less intensive standards provided by the amendment may be applied to the unfinished aspects of the site plan if a revised site plan is submitted before the one year site plan approval period expires.

(c) Resubmission of Expired Plans. Site plans whose approval has expired shall require resubmission as an initial application.

Section 54.1403 Special Land Use Review

- (A) **Intent.** This section of the ordinance governs permitting of special land uses which may be located in specific districts (see [Figure 8](#) for special land uses within each district) when the standards of special land use review have been met and the use and development comply with the standards of this Ordinance. It is the purpose of this section to maintain adequate provision for the security of the health, safety, convenience and general welfare of the inhabitants and uses of the zoning district and adjoining districts.
- (B) **Procedures.** No special land use shall be established in any zoning district except upon permit issued by the Planning Commission. The Planning Commission shall be guided in making a decision by the standards set forth in this Ordinance in [Section 54.1403\(C\)](#). The Planning Commission shall hear and decide only such special land uses as specifically authorized by district and by the terms of this Ordinance, **but shall not hear a request for a Special Land Use Permit (SLUP) if the request is the same and for the same property, within a period of six months from the date of the public hearing in which the SLUP request was made initially, unless conditions have significantly changed (e.g. the subject and/or neighboring zoning districts have changed, to be determined by the Zoning Administrator).** Special land use applications shall be submitted and reviewed according to the following procedures:

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 4/25/2022

Consent Agenda - Roll Call Vote **Schedule Public Hearing- Ordinances #707 and #708**

BACKGROUND:

In recent months, the Presque Isle Park Advisory Committee (PIPAC) has held several discussions about how to best preserve the natural and recreational benefits of Presque Isle Park in perpetuity. These conversations led ultimately to a handful of recommended changes, which were detailed during a presentation at the City Commission's January 31 meeting.

In response to Commission direction at that meeting, staff is now recommending the adoption of Ordinance #707, which will allow for the designation of paths for foot traffic, and Ordinance #708, which would prohibit the feeding of wildlife in the City.

Staff has determined the other recommendations from the January 31 presentation can be addressed through enforcement of existing local and state regulations.

Per City Charter, an ordinance may not be enacted at the meeting in which it is introduced. Staff is recommending a public hearing at the next regular meeting to consider adoption of these ordinances.

FISCAL EFFECT:

None by this action.

RECOMMENDATION:

Schedule a Public Hearing for the May 9, 2022 regular City Commission meeting to consider Ordinances #707 and #708.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Ord. 707 - Foot Paths
- ▣ Ord. 708 - Animal Feeding

ORDINANCE #707
AN ORDINANCE TO AMEND MARQUETTE CITY CODE
CHAPTER 46 – TRAFFIC AND VEHICLES, IN ORDER TO
DESIGNATE PATHS FOR NON-MOTORIZED TRAFFIC

INTENT

The purpose of this ordinance is to allow for the designation of walking paths and non-motorized paths in the City and to clarify enforcement of these processes.

The City of Marquette Ordains:

SECTION 1. Repeal.

Chapter 46 – Traffic and Vehicles, Article IV. Bicycles and other Nonmotorized Vehicles, Secs. 46-93 and 46-95 are hereby repealed.

SECTION 2. Amendments.

Chapter 46 – Traffic and Vehicles, Article IV. Bicycles and other Nonmotorized Vehicles is hereby amended as follows:

- ***Article IV. Traffic and Vehicles is hereby titled Bicycles and other Nonmotorized Traffic.***
- ***Sec. 46-96 – Skateboarding and in-line skating is hereby titled Sec. 46-97 – Skateboarding and in-line skating.***
- ***Sec. 46-94A, subsection (2) is hereby repealed.***
- ***Sec. 46-94A – Motorcycles; moped; operator – Protective helmet required; violation as civil infraction is hereby titled Sec. 46-96 – Motorcycles; moped; operator – Protective helmet required.***

SECTION 3. Adoption.

New Chapter 46 – Traffic and Vehicles, Article IV. Bicycles and other Nonmotorized Traffic, Secs. 46-93, 46-95 and 46-98 are hereby adopted as follows:

Sec. 46-93. Designation of bicycle paths.

- (a) The city may designate, at the discretion of the Chief of Police and the Director of the Community Services Department, and by the erection of appropriate signs, certain areas as bicycle paths. All motorized vehicles, including, but not limited to, motorcycles, motor scooters, go-carts, automobiles and all other vehicles powered by other than muscular power, are prohibited from traveling on such designated non-motorized paths.

- (b) Class 1 electric bicycles, defined as “equipped with an electric motor that provides assistance only when the rider is pedaling and that disengages or ceases to function when the electric bicycle reaches a speed of 20 miles per hour”, as specified by MCL 257.13e(b)(i), are not considered motorized vehicles for the purpose of this Article.
- (c) All bicycles operated on designated bicycle paths shall comply with all regulations governing the operation of bicycles in the city as set forth in sections 46-21 and 46-94.

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

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

Sec. 46-98. Penalty.

Any person who violates any portion of this article is responsible for a municipal civil infraction.

SECTION 4. Effective Date.

This ordinance shall take effect ten days after adoption but not before publication.

Jennifer A. Smith, Mayor

Kyle Whitney, City Clerk

Date Adopted: _____

Date Published: _____

ORDINANCE #708
AN ORDINANCE TO AMEND MARQUETTE CITY CODE
CHAPTER 8 – ANIMALS, IN ORDER TO PROHIBIT THE
FEEDING OF WILDLIFE

INTENT

The purpose of this ordinance is to prohibit the feeding of wild animals in the City, and to thus limit the consequences of such feeding.

The City of Marquette Ordains:

SECTION 2. Adoption.

New Chapter 8 – Animals, Sec. 8-16. – Feeding certain wild animals is hereby adopted as follows:

Sec. 8-16. – Feeding certain wild animals.

- (a) *Purpose.* The city shall control the feeding of certain wild animals within the city as the practice may cause unsustainable growth, intensify wild animal population densities, decrease the overall health of the animals, increase the probability and occurrence of transmission of diseases to humans within the area, and actively encourage the presence of an urban wild animal population that aggravates other property impacts.
- (b) *Feeding Prohibited.* No person shall intentionally feed, cause to be fed, provide, or make available food or other substances intended for consumption to any animal other than a Domestic Pet as defined by Sec. 8-2 of this Code within the city, either on private or public property.
- (c) *Exceptions.* The prohibitions in this section shall not apply to:
 - (1) Naturally growing vegetation or its seed, planted vegetation growing in yards or flower beds for landscaping, or planted vegetation for human consumption in gardens.
 - (2) Straw, hay or similar materials used for erosion control, mulching, gardening or landscaping purposes.
 - (3) Bird seed, grain, or corn; if contained in an elevated bird feeder and not deposited in a manner that could be reasonably interpreted as a violation of the feeding prohibitions in this section.
 - (4) Public employees acting within the scope of their authority for purposes of public health or safety or wildlife management purposes.

SECTION 3. Effective Date.

This ordinance shall take effect ten days after adoption but not before publication.

Jennifer A. Smith, Mayor

Kyle Whitney, City Clerk

Date Adopted: _____

Date Published: _____

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 4/25/2022

Consent Agenda - Roll Call Vote

Schedule Public Hearing- Rezoning of City-owned Properties

BACKGROUND:

On April 12, 2022, the Planning Commission conducted a Public Hearing for the proposed rezoning of several City-owned properties in the McClellan Avenue corridor between Fair Avenue and Wright Street from a Municipal zoning district to a Conservation-Recreation zoning district. This rezoning will require a zoning map amendment. The properties are:

1433 Wright St.(PIN: 0511880), 1435 Wright St. (PIN: 0511840), 1621 Center St. (PIN: 0512390), 1505 W. Fair Ave. (PIN: 0970041), 1398 West Ave. (PIN: 0970031), 1396 West Ave. (PIN: 0970021), 1600 W Fair Ave. (PIN: 0512431) and McClellan Ave PIN: 0512453 and 0512454

After the presentation of the Staff File Review and Analysis, applicant testimony, and a Public Hearing, the Planning Commission made the following motion:

It was moved by M. Larson, seconded by M. Dunn and carried 5-3 that after conducting a public hearing and review of the application and Staff Report for 01-REZ-04-22, the Planning Commission finds that the proposed rezoning is consistent with the Community Master Plan and meets the requirements of the Land Development Code Section 54.1405 and hereby recommends that the City Commission approve 01-REZ-04-22 as presented.

Yes: W. Premeau, Vice-Chair M. Larson, N. Williams, M. Dunn, N. Frischkom

No: A. Andres, S. Mittlefehldt, J. Cardillo

FISCAL EFFECT:

None. Rezoning the property to Conservation-Recreation would not change the City's ownership of the property and would not commit the City to any specific uses of the property.

RECOMMENDATION:

Schedule a Public Hearing for the May 31, 2022 City Commission meeting, in compliance with Section 54.1406 of the Land Development Code.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Planning Commission case file for 01-REZ-04-22



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

MEMORANDUM

TO: Planning Commission
FROM: Andrea Landers, Zoning Official
DATE: March 23, 2022
SUBJECT: **01-REZ-04-22 – 1433 Wright St.(PIN: 0511880), 1435 Wright St. (PIN: 0511840), 1621 Center St. (PIN: 0512390), 1505 W. Fair Ave. (PIN: 0970041), 1398 West Ave. (PIN: 0970031), 1396 West Ave. (PIN: 0970021), 1600 W Fair Ave. (PIN: 0512431) and McClellan Ave PIN: 0512453 and 0512454**

The Planning Commission is being asked to make a recommendation to the City Commission regarding a request to rezone the properties located at 1433 Wright St., 1435 Wright St., 1621 Center St., 1505 Fair Ave., 1398 West Ave., 1396 West Ave., 1600 W. Fair Ave., McClellan Ave PIN: 0512453 and 0512454, which are zoned **Municipal (M)** to be zoned **Conservation & Recreation (CR)**.

At the February 14, 2022, City Commission meeting, the Commission made a motion to “Direct the City Manager or her designee to file rezoning application for all City-owned properties fronting McClellan Avenue and located between Fair Avenue and Wright Street to change the zoning from Municipal to Conservation/Recreation”.

Please see the attached Staff Report for more specific information regarding the application.

RECOMMENDED ACTION:

The Planning Commission should review the application and support information provided in this packet, conduct a public hearing, and determine whether or not the proposed rezoning of the above property would be in harmony with considerations required by the Community Master Plan and that the request is in accordance with Section 54.1405 of the Land Development Code - Zoning Ordinance Amendment Procedures, and make a recommendation to the City Commission.

It is also highly recommended that any motion regarding the request include the following or similar language:

After conducting a public hearing and review of the application and Staff Report for 01-REZ-04-22, the Planning Commission finds that the proposed rezoning is (consistent / not consistent) with the Community Master Plan and (meets / does not meet) the requirements of the Land Development Code Section 54.1405 and hereby recommends that the City Commission (approve / deny) 01-REZ-04-22 (as presented / for the following reasons / with the following conditions).



STAFF FILE REPORT/ANALYSIS

Completed by Andrea M. Landers – Zoning Official

Reviewed by David Stensaas – City Planner and Zoning Administrator

<u>Case #:</u>	01-REZ-04-22
<u>Date:</u>	March 30, 2022
<u>Project/Application:</u>	Rezoning request from Municipal (M) to be zoned Conservation and Recreation (CR) .
<u>Location and Parcel ID:</u>	1433 Wright St.(PIN: 0511880), 1435 Wright St. (PIN: 0511840), 1621 Center St. (PIN: 0512390), 1505 W. Fair Ave. (PIN: 0970041), 1398 West Ave. (PIN: 0970031), 1396 West Ave. (PIN: 0970021), 1600 W Fair Ave. (PIN: 0512431) and McClellan Ave for PIN:0512453 and 0512454
<u>Available Utilities:</u>	Natural Gas, Electricity, and Garbage Collection. City Installed Municipal infrastructure to include water & sewer mains and laterals to future lots.
<u>Year Built:</u>	These parcels are vacant land.
<u>Current Zoning:</u>	M- Municipal
<u>Surrounding Zoning:</u>	North: MDR – Medium Density Residential & M-U – Mixed-Use South: MDR – Medium Density Residential & M-U – Mixed-Use East: CR – Conservation and Recreation, MDR – Medium Density Residential, & M-U – Mixed-Use West: MDR – Medium Density Residential

Zoning Districts and Standards:

Current Zoning

Section 54.315

M, Municipal District

(A) Intent
The intent of the Municipal district is to permit flexible development and approval standards for properties used by the City of Marquette. Because this district applies to City-owned properties, the permitted uses are specific to City use or use generally permitted on City property.

(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	• Accessory Use, Non-<u>Single Family</u> Residential Lots • Port Facilities and Docks • Recycling Collection and Transfer Stations • Structures between the shoreline of Lake Superior and the pavement of the nearest public street or highway.

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• Outdoor Entertainment and Community Events (Principal or Accessory Use) • Outdoor Recreation • Public or Governmental Building • Recreational Use, Public • School, Primary or Secondary • School, University • Storage, Open • 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.)	None
Min. Lot Width (ft.)	None	Side Yard (one) (ft.)	None
Max. Impervious Surface Coverage (%)	(R)	Side Yard (total of 2) (ft.)	None
Max. Building Height of Primary Building (ft.) (O)	None	Rear Yard (ft.)	None
Max. Building Height of Accessory Building	None		
Max. Building Height (stories)	-		
Where there is a discrepancy between Article 4 and this table, Article 4 shall prevail.			

Footnotes to Schedule of Regulations

(O) 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.

(R) 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.

Section 54.1003 Landscaping Design Requirements

(D) Buffer and Greenbelt Requirements.

(1) Intent. It is the intent of this section to provide suitable transitional yards for the purpose of reducing the impact of and conflicts between incompatible land uses abutting district boundaries.

(2) Buffer and Greenbelt Schedule. On any lot abutting a zoning district boundary, no structure, building or part thereof shall hereafter be erected, constructed, altered or maintained closer to the district boundary line than specified (in feet) in the following schedule (*Figure 50*). Where indicated, landscape planting is required.

Figure 50 - Required Buffer and Greenbelt Specifications:

DISTRICT IN WHICH BUFFER & GREENBELT IS REQUIRED	ABUTTING DISTRICT							
	LDR & MDR	MFR	MHP	M-U	CBD	GC & RC	C, M, & CR	I-M & BLP
C, M, and CR	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

Proposed Zoning

Section 54.318 CR, Conservation and Recreation District

(A) Intent	
The intent of the CR district is to preserve the character of land in the city which have outstanding scenic and/or recreational qualities by restricting development not suited to this goal; to prevent development of land which has great ecological value or where there are natural hazards to development; to preserve open areas for forestry, agriculture and recreation; and to control the construction of structures along the shoreline of Lake Superior. One of the purposes of the CR district is to have an appropriate zoning district for municipal parks that meet these objectives.	
(B) Permitted Principal Uses	(C) Special Land Uses
• Accessory Building or Structure • Agriculture-Like Operation, including Forestry • Food Production, Minor • Outdoor Recreation • Public or Governmental Building • Recreational Use, Public • Storage, Open	• Accessory Use, Non-<u>Single Family</u> Residential Lots • Natural Resource Extraction Operations • Outdoor Entertainment and Community Events (Principal or Accessory Use) • Port Facilities and Docks • Recreational Use, Land Intensive • Structures between the shoreline of Lake Superior and the pavement of the nearest public street or highway. • 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.)	15
Min. Lot Width (ft.)	None	Side Yard (one) (ft.)	50
Max. Impervious Surface Coverage (%)	(R)	Side Yard (total of 2) (ft.)	100
Max. Building Height of Primary Building (ft.) (O)	36.5	Rear Yard (ft.)	20 (P)
Max. Building Height of Accessory Building	18		
Max. Building Height (stories)	-		
Where there is a discrepancy between Article 4 and this table, Article 4 shall prevail.			

54.403 Footnotes to Schedule of Regulations

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

Section 54.1003 Landscaping Design Requirements

(D) Buffer and Greenbelt Requirements.

- (1) Intent.** It is the intent of this section to provide suitable transitional yards for the purpose of reducing the impact of and conflicts between incompatible land uses abutting district boundaries.

- (2) Buffer and Greenbelt Schedule. On any lot abutting a zoning district boundary, no structure, building or part thereof shall hereafter be erected, constructed, altered or maintained closer to the district boundary line than specified (in feet) in the following schedule (*Figure 50*). Where indicated, landscape planting is required.

Figure 50 - Required Buffer and Greenbelt Specifications:

DISTRICT IN WHICH BUFFER & GREENBELT IS REQUIRED	ABUTTING DISTRICT							
	LDR & MDR	MFR	MHP	M-U	CBD	GC & RC	C, M, & CR	I-M & BLP
C, M, and CR	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

Relationship to Applicable Land Development Code Standards (staff comments in bold text):

Section 54.1405 Zoning Ordinance Amendment Procedures

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

The application was submitted by the City Manager upon direction from the City Commission on Feb. 14, 2022 in a scheduled meeting.

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

The application was submitted, found complete, and accepted.

- (C) Amendment Review Procedures.

- (1) Public Hearing. The staff liaison to the Planning Commission shall set a time and date for a public hearing, and the public hearing shall be noticed in accordance with [Section 54.1406](#). The Planning Commission may refuse to schedule a hearing on a petition for rezoning which includes any portion of a site considered for rezoning in the previous six (6) months.

The public hearing before the Planning Commission is scheduled for 6:00 p.m. on Tuesday, April 12, 2022.

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- (2) Planning Commission Consideration of the Proposed Amendment. The Planning Commission shall review the proposed amendment, together with any reports and recommendations from staff, consultants, other reviewing agencies, and any public comments. The Planning Commission shall identify and evaluate all factors relevant to the petition, including the appropriate criteria listed in this Section. Following the public hearing, the Planning Commission shall make a recommendation to the City Commission to either approve or deny the petition and report its findings to the City Commission.

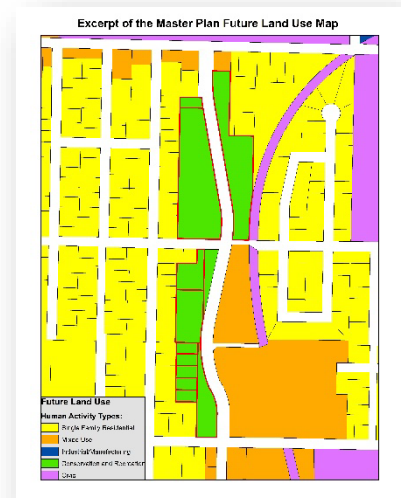
The Planning Commission is being asked to make a recommendation at their meeting on April 12, 2022.

- (3) City Commission Consideration of the Proposed Amendment. The City Commission, upon recommendation from the Planning Commission, shall either schedule a public hearing or deny the petition. This hearing shall be advertised in accordance with [Section 54.1406](#). If determined to be necessary, the City Commission may refer the amendment back to the Planning Commission for further consideration. In the case of an amendment to the Official Zoning Map, the City Commission shall approve or deny the amendment, based upon its consideration of the criteria contained in this Ordinance.

TBD.

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

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



These properties are designated for *Conservation and Recreation* on the *Future Land Use Map* of the Community Master Plan (CMP) and are designated as *Municipal* on the *Proposed Zoning Map*. These designations were adopted with the 2015 amendments to the CMP after careful consideration, and they remained unchanged as of the December 2018 update to the CMP. See p.3-7 of the CMP for description of the designation for Conservation-Recreation as a land use category.

Please see pp.3-30, 3-31, 3-32 of the Community Master Plan (CMP), specifically the section titled “*Using the Master Plan for Zoning Ordinance Amendment Review*” and Figure 3-5 “*Decision Tree for Planning Commission Review of a Proposed Rezoning*.” The Planning Commission must review these portions of the CMP and all other supporting information, this report in particular, and the attachment titled *Rezoning Considerations for Planning Commissions*, and hold a public hearing for community input prior to making a determination of whether to recommend approval or the request as presented or not.

- (2) Intent and Purpose of the Zoning Ordinance. Consistency with the basic intent and purpose of this Zoning Ordinance.

Please see above - "Zoning District and Standards".

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

This portion of McClellan Ave is classified as “Urban Minor Arterial” per the Community Master Plan (see p.6-6), therefore vehicular traffic volumes are high. This portion of Fair Ave is classified as “Urban Major Collector” per the Community Master Plan, therefore vehicular traffic volumes are moderate. This portion of Center Street is classified as “Urban Local Street” per the Community Master Plan, therefore vehicular traffic volumes are low.

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

There are no problems anticipated.

- (5) Changed Conditions Since the Zoning Ordinance Was Adopted or Errors to the Zoning Ordinance. That conditions have changed since the Zoning Ordinance was adopted or there was an error in the Zoning Ordinance that justifies the amendment.

There was no error in the Zoning Ordinance.

- (6) No Exclusionary Zoning. That the amendment will not be expected to result in exclusionary zoning.

The proposal will not result in exclusionary zoning.

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

The proposed zoning is compatible with site’s physical, geological, hydrological and other environmental features with the uses permitted in the proposed zoning district.

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

The proposed rezoning would be compatible with surrounding uses and zoning.

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

Per the application the total square footage of all of these parcels is approximately 570,273 S.F.

- (10) Alternative Zoning Districts.
If a rezoning is requested, the requested zoning district is considered to be more appropriate from the City's perspective than another zoning district.

Most of the City-owned parcels are either zoned Municipal or Conservation and Recreation.

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

The existing Municipal Zoning District allows for public recreational use so amending the list of permitted uses would not need to be done, unless Land Intensive Recreational Use is the specific use that is wanted for the future, then this would have to be added if remained Municipal.

- (12) Isolated or Incompatible Zone Prohibited. If a rezoning is requested, the requested rezoning will not create an isolated or incompatible zone in the neighborhood.

Per the application the total square footage of all of these parcels is approximately 570,273 S.F.

- (E) Notice of Adoption of Amendment. Following adoption of an amendment by the City Commission, one (1) notice of adoption shall be filed with the City Clerk and one (1) notice shall be published in a newspaper of general circulation in the City within fifteen (15) days after adoption, in accordance with the Michigan Zoning Enabling Act, Public Act 110 of 2006, as amended. Amendments shall take effect eight (8) days after publication. A record of all amendments shall be maintained by the City Clerk. A Zoning Map shall be maintained by the City

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Clerk or his/her designee, which shall identify all map amendments.

The required notice of adoption shall include all of the following information:

- (1) In the case of a newly adopted Zoning Ordinance, the following statement:
"A zoning ordinance regulating the development and use of land has been adopted by the City of Marquette."
- (2) In the case of an amendment(s) to the existing Zoning Ordinance, either a summary of the regulatory effect of the amendment(s), including the geographic area affected, or the text of the amendment(s).
- (3) The effective date of the ordinance or amendment.

If the proposed zoning amendment is adopted by the City Commission the requirements of this section will be met.

- (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.

This section is not applicable, as this is not a rezoning with conditions request.

Additional Comments:

The Planning Commission should consider the request, and the information provided in this analysis, hold a public hearing, and provide a recommendation to the City Commission.

The City Commission recently expressed commitment to updating the Community Master Plan (CMP). As an alternative to recommending rezoning to Conservation-Recreation at this time, the Planning Commission might consider gathering public opinions regarding rezoning these properties and any other City-owned property as part of the land use and zoning work that must go into the CMP-update project. Municipal zoning offers much more flexibility than Conservation-Recreation, and perhaps even a small portion of the overall acreage considered by this proposal should be held as Municipal to serve other community needs aside from open space.

City Commission:

At the February 14, 2022, City Commission meeting, under New Business item, Disposition of 1435 Wright Street (North McClellan Avenue Property):

Commissioner Jess Hanley moved to Direct the City Manager or her designee to file rezoning application for 1435 Wright Street to change the zoning from Municipal to

Conservation/Recreation, seconded by Commissioner Evan Bonsall.

Following discussion, Commissioner Davis moved to amend the motion on the floor to direct the rezoning application be filed for all City-owned properties fronting McClellan Avenue and located between Fair Avenue and Wright Street. This motion was seconded by Mayor Pro Tem Mayer and carried unanimously.

The Commission then voted on the main motion: to Direct the City Manager or her designee to file rezoning application for all City-owned properties fronting McClellan Avenue and located between Fair Avenue and Wright Street to change the zoning from Municipal to Conservation/Recreation. This motion carried unanimously.

Attachments:

1. Rezoning Application
2. Area Map
3. Block Maps Part 1 and 2
4. Area Zoning Map
5. Future Land Use Map from the Master Plan
6. Proposed Zoning Map from the Master Plan
7. Photos of the parcels
8. Publication Notice
9. *Rezoning Information for Planning Commissions* document
10. *Spot Zoning Considerations*

CITY OF MARQUETTE REZONING APPLICATION



0512431

FEE \$550	0511880, 0511840 0512390, 0512454 0512453, 0930041 0970031, 0970021	CITY STAFF USE
Parcel ID#:	0970031, 0970021	File #: <u>01-REZ-04-22</u> Date: <u>3-11-22</u>
Hearing Date:	<u>4-12-22</u>	Application Deadline (including all support material): <u>3-15-22</u>
Receipt #:		Check #: Received by and date: <u>N/A City</u>

INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED, THE REZONING REQUEST WILL NOT BE SCHEDULED FOR A HEARING UNTIL IT HAS BEEN VERIFIED THAT ALL OF THE INFORMATION REQUIRED IS PRESENT AT THE TIME OF THE APPLICATION - NO EXCEPTIONS!

If you have any questions, please call 228-0425 or e-mail alanders@marquettemi.gov. Please refer to www.marquettemi.gov to find the following information:

- Planning Commission page for filing deadline and meeting schedule
- Section 54.1405 Zoning Ordinance Amendment Procedures from the Land Development Code

Please review the attached excerpt from the Land Development Code.

APPLICANT CONTACT INFORMATION

PROPERTY OWNER	APPLICANT/OWNERS REPRESENTATIVE
Name: <u>City of Marquette</u>	Name: <u>Sean Hobbins</u>
Address: <u>300 W Baraga Ave</u>	Address: <u>300 W Baraga Ave</u>
City, State, Zip: <u>Marquette, MI 49855</u>	City, State, Zip: <u>Marquette, MI 49855</u>
Phone #: <u>9062258104</u>	Phone #: <u>9062258104</u>
Email: <u>shobbins@marquettemi.gov</u>	Email: <u>shobbins@marquettemi.gov</u>
APPLICANTS OR REPRESENTATIVES ARE STRONGLY ENCOURAGED TO BE PRESENT AT THE MEETING	**APPLICANTS OR REPRESENTATIVES ARE STRONGLY ENCOURAGED TO BE PRESENT AT THE MEETING**

PRE-APPLICATION CONFERENCE

It is strongly encouraged that all applicants and their representatives meet with City of Marquette staff prior to submitting an application for a rezoning. A pre-application meeting with staff allows for a preliminary review of the application procedures, project timelines, compliance with the City Master Plan, and other project criteria, and prevents most situations that usually results in a project being postponed.

PHASING OF APPLICATION

Public hearings before the Planning Commission are held on the first meeting of the month only. Applications and support materials must be submitted twenty (20) business days prior to the public hearing date.

The Marquette City Commission is also required to hold a public hearing and take final action on a rezoning request. This usually takes two City Commission meetings, one to schedule the public hearing and one to hold the public hearing.

PROPERTY INFORMATION

Property Address: See Atch. Property Identification Number: See Atch.

Size of property (frontage / depth / sq. ft. or acres): 570273.4256 ft sq (combined)

Surrounding Zoning Districts: North MDR/MU East MDR/MU South MDR/MU West MDR

Legal Description: See Atch.

PROPOSAL

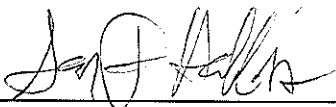
Current Zoning District: M Proposed Zoning District: CR

Please note: If proposing a Rezoning with Conditions, please attach a separate sheet(s) with your proposed Conditional Rezoning Agreement that meets the Land Development Code Section 54.1405(H)(1).

SIGNATURE

I hereby certify the following:

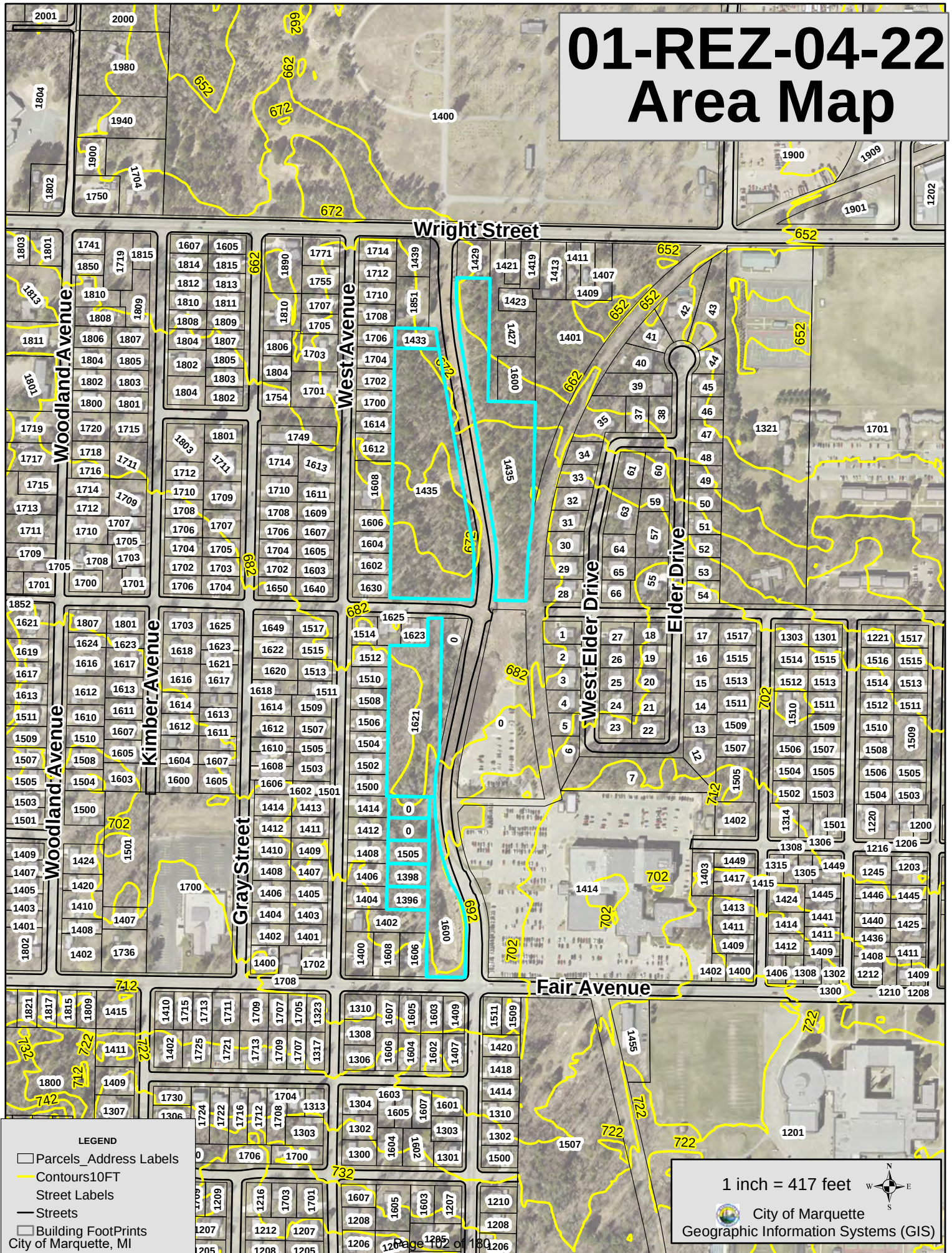
1. I am the legal owner of the property for which this application is being submitted, or I have submitted a written statement by the property owner that allows me to apply on their behalf.
2. I desire to apply for a rezoning of the property indicated in this application with the attachments and the information contained herein is true and accurate to the best of my knowledge.
3. The requested rezoning would not violate any deed restrictions attached the property involved in the request.
4. I have read the attached excerpt and recommended sections of the Land Development Code and understand the necessary requirements that must be completed.
5. I understand that the payment of the application fee is nonrefundable and is to cover the costs associated with processing this application, and that it does not assure approval of the plan.
6. I acknowledge that this application is not considered filed and complete until all of the required information has been submitted and all required fees have been paid in full. Once my application is deemed complete, I will be assigned a date for a public hearing before the Planning Commission that may not necessarily be the next scheduled meeting due to notification requirements and Planning Commission Bylaws.
7. I acknowledge that this form is not in itself a rezoning but only an application for a rezoning and is valid only with procurement of applicable approvals.
8. I authorize City Staff, and the Planning Commission and City Commission members to inspect the site.

Property Owner Signature:  Date: 03/04/22

**Attachment to Rezoning Application
for Property Address, Property identification Number (PIN), and Legal Description**

- **Property Address: 1433 Wright St, PIN: 0511880**
 - **Legal Description:** A PAR. OF LAND LOC. IN THE N.W. 1/4 OF THE N.E. 1/4 OF THE N.W. 1/4 OF SEC. 15 T48N R25W, COMM. AT THE N.E. COR. OF SAID N.E. 1/4. TH. S. 33'; TH. W. 363'; TH. S. 312' TO THE P.O.B. TH. S. 84'; TH. W. 132'; TH. N. 84'; TH. E. 132' TO THE P.O.B. (CONT. 11,088 SQ. FT. / .2545 AC.)
- **Property Address: 1435 Wright St, PIN: 0511840**
 - **Legal Description:** A PAR. OF LAND LOC. IN THE N.E. 1/4 OF THE N.W. 1/4 OF SEC. 15 T48N R25W, COMM. AT A PT. 33' S. AND 295.52' E. OF THE N.W. COR. OF THE N.E. 1/4 OF THE N.W. 1/4; TH. S. 396'; TH. W. 132'; TH. S. 856.34' TO THE N. R.O.W. LINE OF CENTER ST.; TH. E. 495'; TO THE W. R.O.W. OF THE CITY BIKE PATH; TH. N. 692.34'; TH. W. 165'; TH. N. 428'; TH. W. 132'; TH. N. 132'; TH. W. 66' TO THE P.O.B. EXC MCCLELLAN AVE EXTENSION & CENTER ST EXTENSION. (8.12 A M/L)
- **Property Address: 1621 Center St, PIN: 0512390**
 - **Legal Description:** A PAR. OF LAND LOC. IN THE S.E. 1/4 OF THE N.W. 1/4 OF SEC. 15 T48N R25W, DESC. AS COMM. AT THE N.W. COR OF SEC. 15. TH. S. 89 DEG. 19' 0" E. 1315' ; TH. S. 0 DEG. 34' 59" W. 1318'; TH. S. 43 DEG. 47' 14" E. 46.42'; TH. S. 89 DEG. 05' 18" E. 263.99' TO THE P.O.B. TH. S. 0 DEG. 31' 12" W. 96.57'; TH. S. 89 DEG. 55' 28" W. 132' ; TH. S. 0 DEG. 31' 12" W. 525' ; TH. S. 89 DEG. 52' 32" E. 181.01'; TH. N. 0 DEG. 31' 09" E. 620.90'; TH. N. 89 DEG. 05' 18" W. 49' TO THE P.O.B. (CONT. 99762.18 SQ. FT. / 2.290 AC.)
- **Property Address: McClellan Ave, PIN: 0512454**
 - **Legal Description:** SEC 15 T48N R25W .241 A M/L PRT OF SE 1/4 OF NW 1/4 COM AT SW COR, TH N00DEG14'20"E 584.15', TH S89DEG54'E 173' TO POB; TH N00DEG14'20"E 75'; TH S89DEG54' E 140'; TH S00DEG14'20"W 75'; TH N89DEG54"W 140' TO POB (CONT. 10,500 SF)
- **Property Address: McClellan Ave, PIN: 0512453**
 - **Legal Description:** SEC 15 T48N R25W .255 A M/L PRT OF SE 1/4 OF THE NW 1/4 OF SD SEC COMM AT THE SW COR OF SE 1/4 OF NW 1/4, TH N0DEG14'20"E 505', TH S89DEG54'E 173' TO POB; TH N0DEG14'20"E 79.15'; TH S89DEG54'E 140.5'; TH S0DEG14'20"W 79.15'; TH N89DEG54"W 140.5' TO POB (CONT. 11,120.575 SF)
- **Property Address: 1505 W. Fair Ave, PIN: 0970041**
 - **Legal Description:** KAMMEN SUBDIVISION #2 THE E 1/2 OF LOT 11
- **Property Address: 1398 West Ave, PIN: 0970031**
 - **Legal Description:** KAMMEN'S ADD. #2 THE E. 1/2 OF LOT-10
- **Property Address: 1396 West Ave, PIN: 0970021**
 - **Legal Description:** KAMMEN'S ADD. #2 THE E. 1/2 OF LOT-9
- **Property Address: 1600 W. Fair Ave, PIN: 0512431**
 - **Legal Description:** A PAR. OF LAND LOC. IN THE S.W. 1/4 OF THE S.E. 1/4 OF THE N.W. 1/4 OF SEC. 15 T48N R25W, DESC. AS COMM. AT THE INT. OF THE N. R.O.W. LINE OF FAIR AVE. & THE S.E. COR. OF LOT-1 OF KAMMEN SUBD., TH. N. 448.09'; TH. S.E.'LY ON THE W. R.O.W. LINE OF MCCLELLAN AVE. EXT. TO THE N. R.O.W. LINE OF FAIR AVE.; TH. W. 137.80' TO THE P.O.B. (CONT. 47,000 SQ. FT. / 1.08 AC.)

01-REZ-04-22 Area Map



01-REZ-04-22 Block Map Part 1

LEGEND

Easements_Update

Parcels_Address Labels

Storm Manholes

Storm Catch Basins

Storm Pipes

SewerCleanOuts

Sewer System Valves

Sewer Manholes

Sewer Lateral Lines

Sew Not Slip Lined

Sew Slip Lined

Fire Hydrants

WaterShutOff

Water Valves & Gates

Water Lateral Lines

wMain

wMain

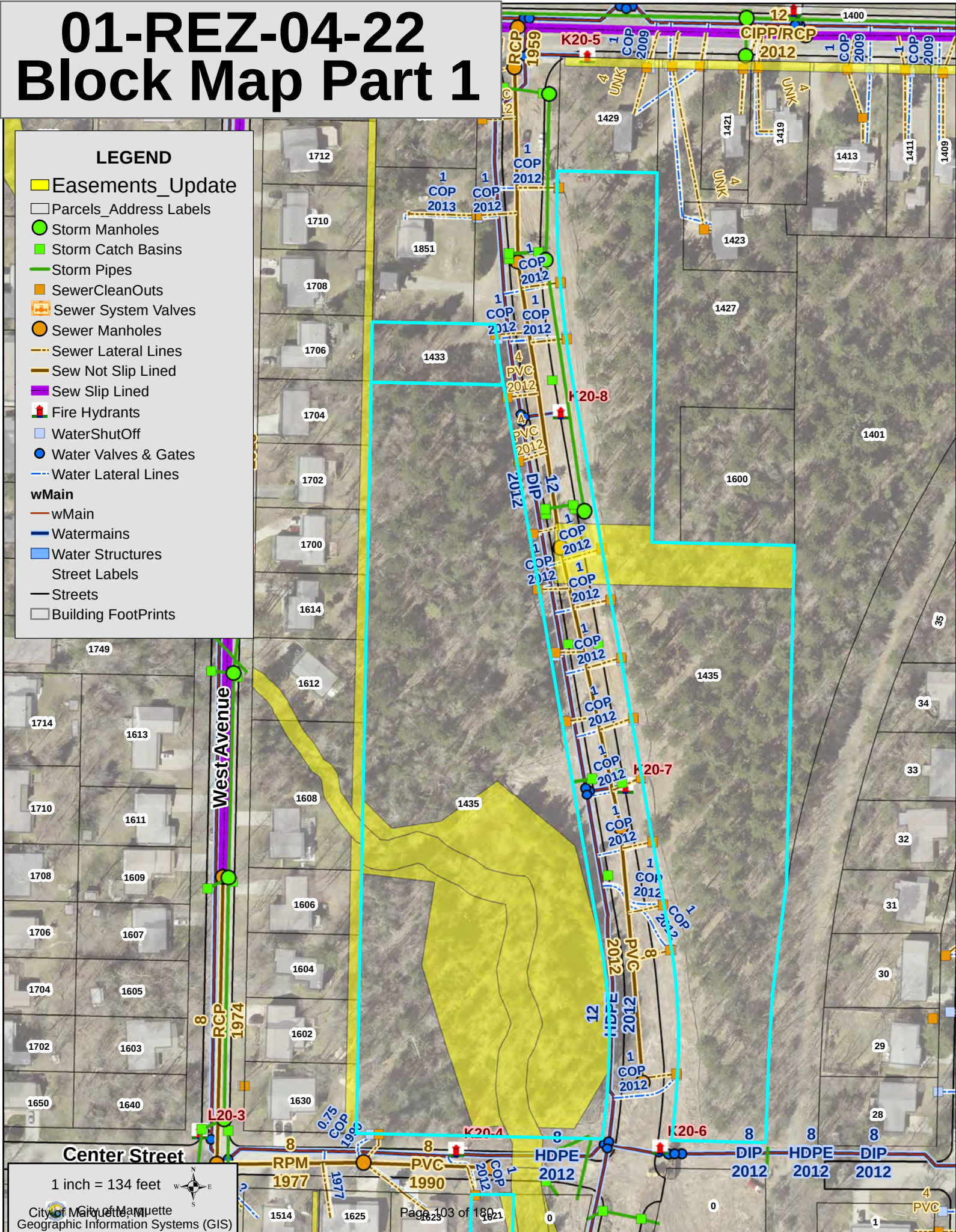
Watermains

Water Structures

Street Labels

Streets

Building FootPrints

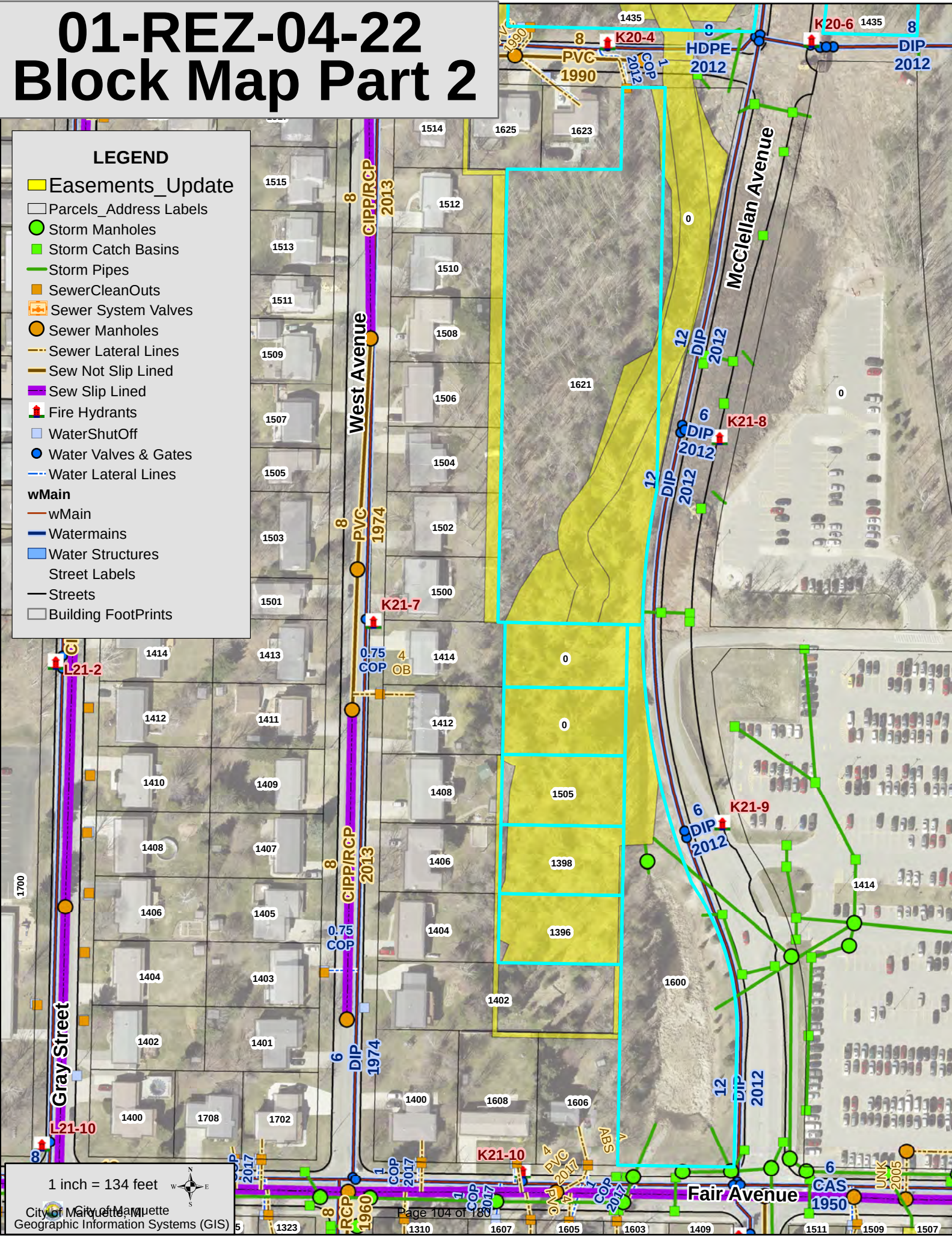


01-REZ-04-22

Block Map Part 2

LEGEND

- Easements_Update
- Parcels_Address Labels
- Storm Manholes
- Storm Catch Basins
- Storm Pipes
- SewerCleanOuts
- Sewer System Valves
- Sewer Manholes
- Sewer Lateral Lines
- Sew Not Slip Lined
- Sew Slip Lined
- Fire Hydrants
- WaterShutOff
- Water Valves & Gates
- Water Lateral Lines
- wMain
- wMain
- Watermains
- Water Structures
- Street Labels
- Streets
- Building FootPrints



1 inch = 134 feet

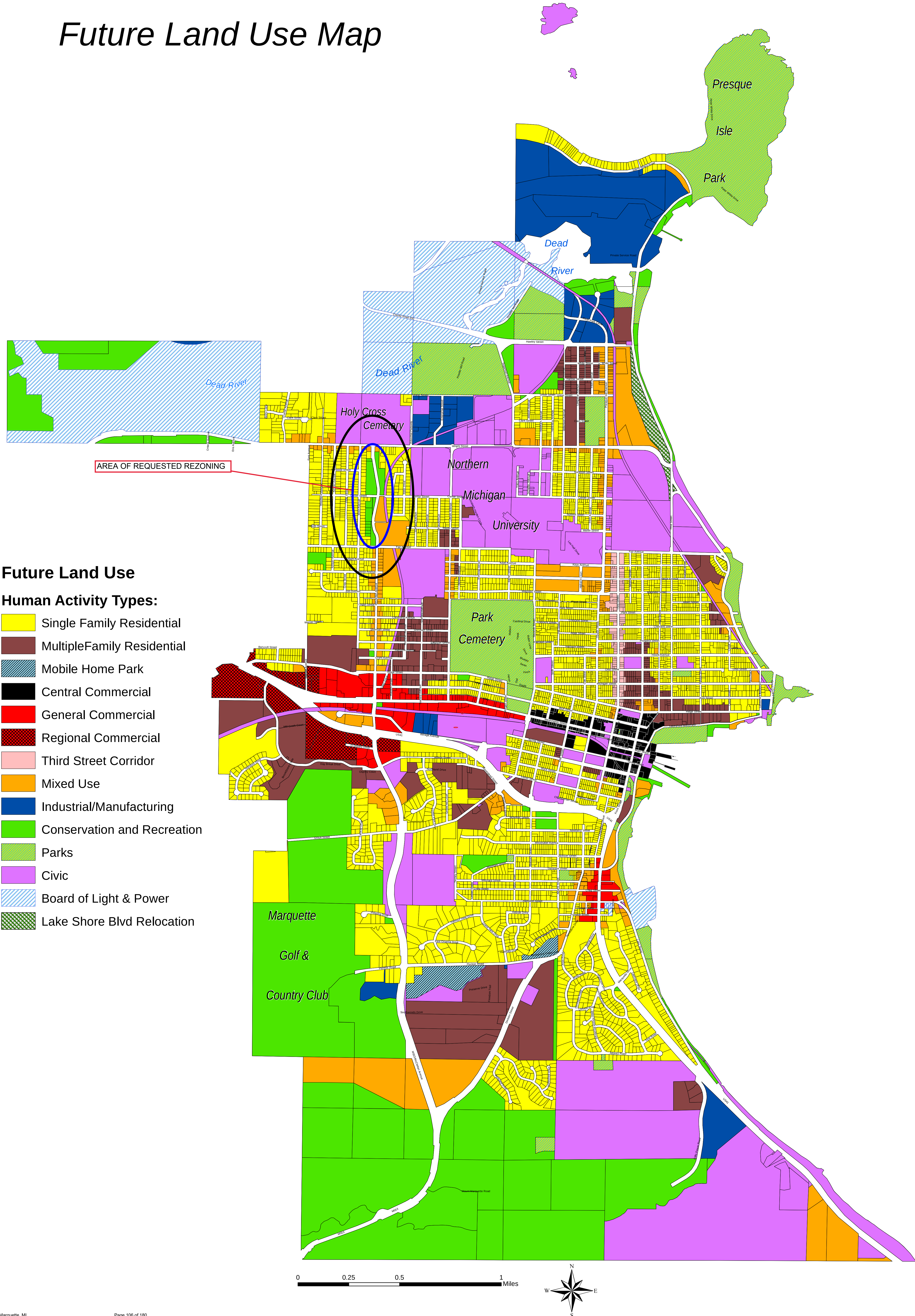
City of Marquette
Geographic Information Systems (GIS)

901



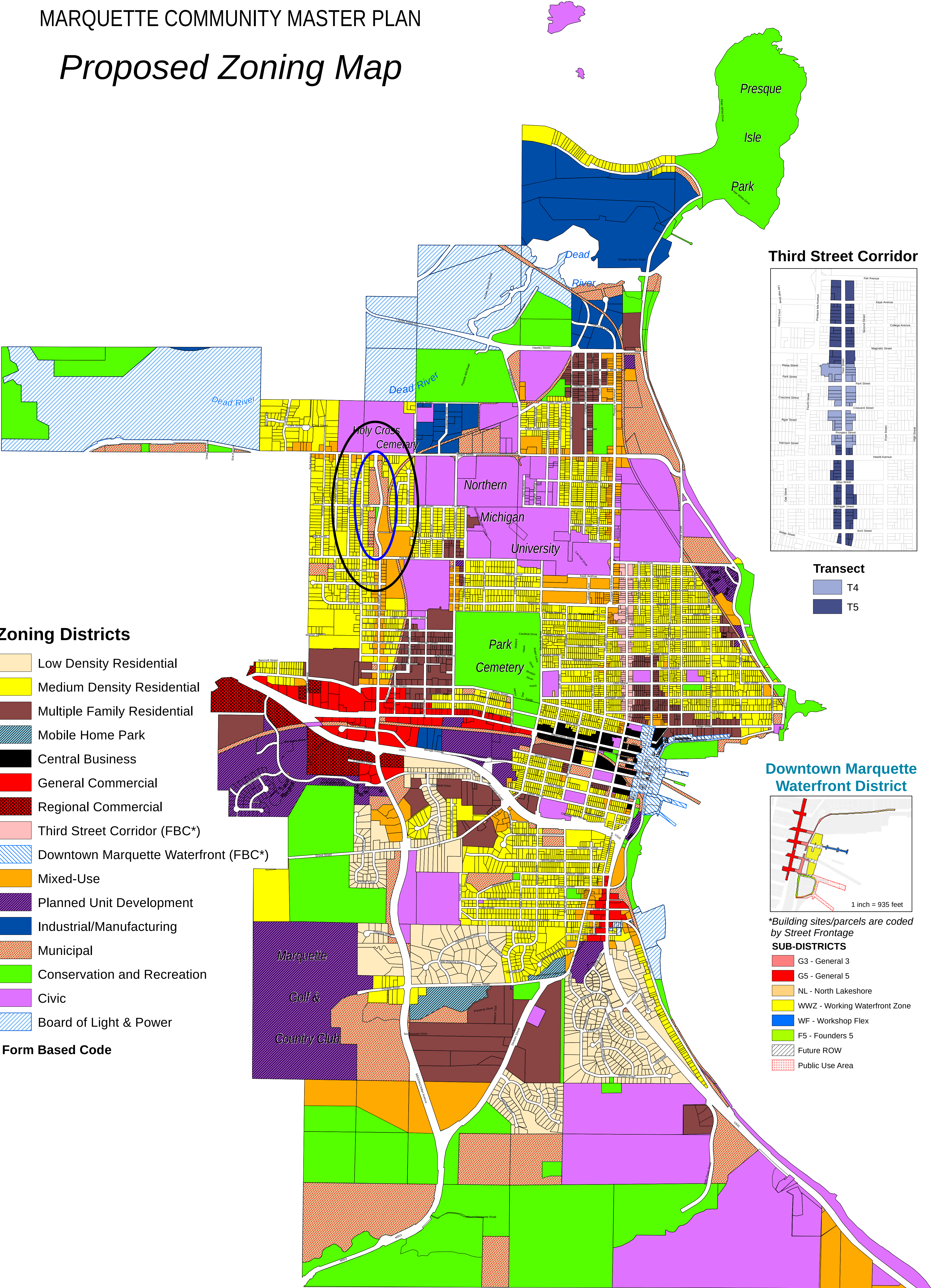
MARQUETTE COMMUNITY MASTER PLAN

Future Land Use Map



MARQUETTE COMMUNITY MASTER PLAN

Proposed Zoning Map

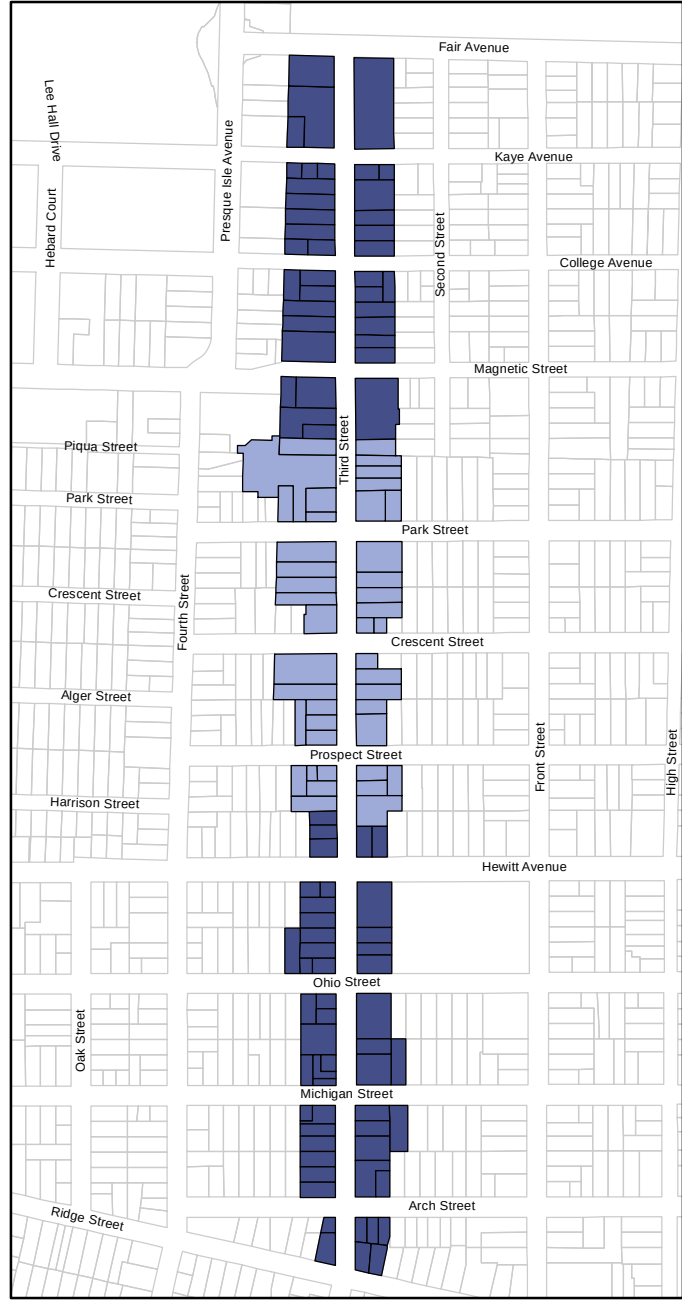


Zoning Districts

- Low Density Residential
- Medium Density Residential
- Multiple Family Residential
- Mobile Home Park
- Central Business
- General Commercial
- Regional Commercial
- Third Street Corridor (FBC*)
- Downtown Marquette Waterfront (FBC*)
- Mixed-Use
- Planned Unit Development
- Industrial/Manufacturing
- Municipal
- Conservation and Recreation
- Civic
- Board of Light & Power

* Form Based Code

Third Street Corridor

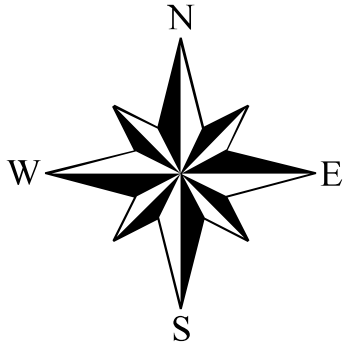
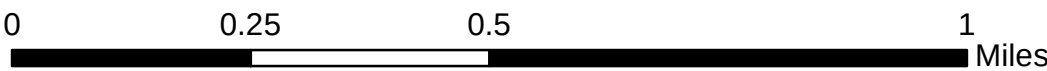


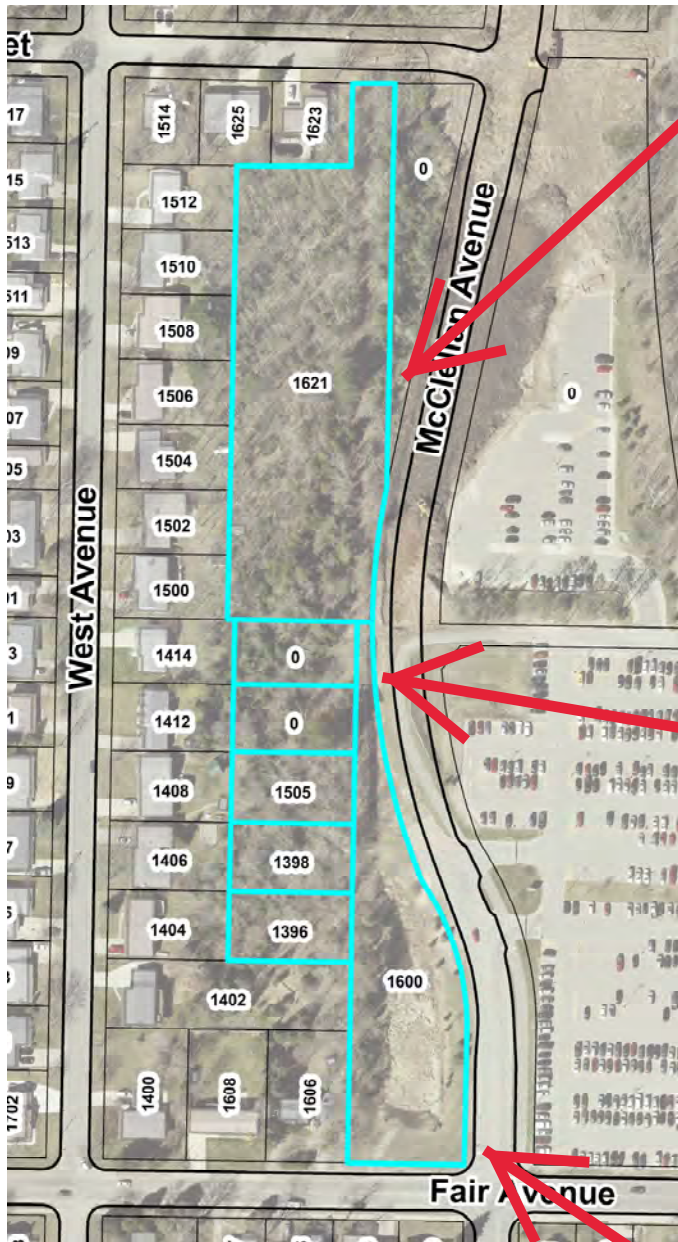
- Transect**
- T4
 - T5

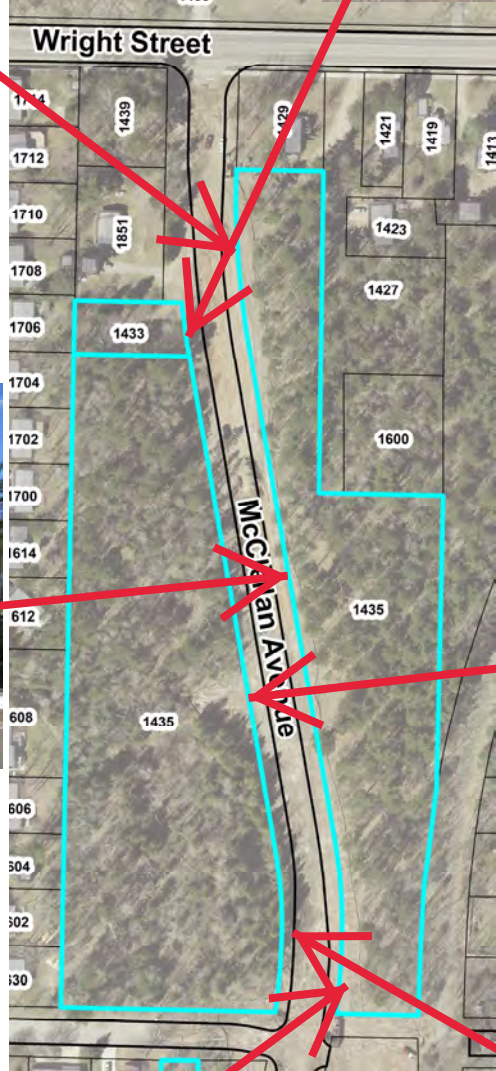
Downtown Marquette Waterfront District



- *Building sites/parcels are coded by Street Frontage
- SUB-DISTRICTS**
- G3 - General 3
 - G5 - General 5
 - NL - North Lakeshore
 - WWZ - Working Waterfront Zone
 - WF - Workshop Flex
 - F5 - Founders 5
 - Future ROW
 - Public Use Area







Good advice

PUBLIC HEARING NOTICE MARQUETTE CITY PLANNING COMMISSION

Notice is hereby given that the Marquette City Planning Commission will hold a public hearing for the following:

01-REZ-04-22: The City of Marquette is requesting to rezone the properties located at 1433 Wright St. (PIN: 0511880), 1435 Wright St. (PIN: 0511840), 1621 Center St. (PIN: 0512390), 1505 W. Fair Ave. (PIN: 0970041), 1398 West Ave. (PIN: 0970031), 1396 West Ave. (PIN: 0970021), 1600 W Fair Ave. (PIN: 0512431), and McClellan Ave PIN: 0512453 and 0512454, which are zoned Municipal (M) to be zoned Conservation & Recreation (CR).

01-Z04-04-22: AN ORDINANCE TO AMEND OR ADD SEVERAL SECTIONS OF MARQUETTE CITY CODE CHAPTER 54 – LAND DEVELOPMENT CODE:

TABLE OF CONTENTS; TABLE OF FIGURES; ARTICLE 2 – DEFINITIONS: SEC. 54.202; ARTICLE 3 – ZONING DISTRICTS AND MAP: SECS. 54.306, 54.307, 54.308, 54.309, 54.310, 54.311, 54.312, 54.313, 54.314, 54.315, 54.316, 54.317, 54.318, 54.319, 54.321, AND 54.322; ARTICLE 4 – SCHEDULE AND REGULATIONS: SECS. 54.402 and 54.403; ARTICLE 5 – SUPPLEMENTAL ZONING DISTRICT STANDARDS: SEC 54.503; ARTICLE 6 – STANDARDS APPLICABLE TO SPECIFIC LAND USES: SECS. 54.603, 54.604, 54.611, 54.612, 54.635, 54.636, 54.637, 54.638, 54.639, 54.640, 54.641, 54.642, 54.643, 54.644, 54.645, 54.646, 54.647; ARTICLE 7 – GENERAL PROVISIONS: SECS. 54.702, 54.705, AND 54.706; ARTICLE 9 – PARKING, LOADING AND ACCESS MANAGEMENT: SEC. 54.901, 54.902, 54.903, 54.905; ARTICLE 11 – SIGNS: SECS. 54.1103, 54.1107, 54.1109; ARTICLE 14 – ADMINISTRATIVE PROCEDURES: SECS. 54.1402 AND 54.1403.

01-MPU-04-22: An amendment to the Community Master Plan for a new appendix to add the Final Report of the Ad-Hoc Housing Committee and update to the Table of Contents.

The public hearing for these requests will be at 6:00 P.M. on Tuesday, April 12, 2022, in the Commission Chambers at City Hall, 300 W. Baraga Ave. If you wish to comment on these matters you may do so at that time. Written comments may also be submitted to the Community Development Department located at 1100 Wright Street, Marquette, Michigan 49855 or e-mail alanders@marquettemi.gov. Written submissions will be accepted until 12:00 p.m. on April 12, 2022.

Materials pertaining to the requests are available for review at the Community Development Department's office at the Municipal Service Center during 7:30 a.m. to 4:30 p.m., Monday through Friday. Otherwise, you can request to have the materials e-mailed to you by e-mailing alanders@marquettemi.gov. You can also view the the amended Master Plan on our website at www.marquettemi.gov, and go to the Planning Page. If you have a disability and require assistance to participate, please provide advance notice.

Andrea M. Landers
Zoning Official
alanders@marquettemi.gov
225-8383

Use your time wisely.

You could spend hours driving around town, searching for help wanted signs and picking up job applications, but why? City of Marquette MI. better use and start your job search online. Check out the classifieds at www.miningjournal.net and browse through hundreds of listings updated daily.

Page 110 of 180

www.creators.com.

tion on your forehead that website at www.cartalk.com.

CITY OF ISHPEMING

NOTICE OF PUBLIC HEARING

Notice is hereby given that a public hearing will be held by the Ishpeming City Council on Wednesday, April 6, 2022 at 6:00 p. m. in the Council Chambers at Ishpeming City Hall, 100 E. Division Street, to consider oral or written comments regarding the proposed sale of the following described public property in the City of Ishpeming:

The parcel is located on Lot 28 as set forth on the Plat entitled "Assessor's Plat of the Frenchtown Location" as recorded in the Marquette County Register of Deeds Office, Liber 12 of Plats on pages 256A/B and 257A/B also known as the "Frenchtown Pumphouse".

Written comments may be submitted to the City Manager's office at 100 E. Division Street prior to the meeting. Questions may be directed to the City Manager's office at the above address or 906/485-1091, Ext. 203.

We're more than just a great rate.

Bank-issued, FDIC-Insured

Minimum deposit \$5000

2-year APY*

1.9%

* Annual Percentage Yield (APY) effective 03/18/2022. CDs offered by Edward Jones are bank-issued and FDIC-insured up to \$250,000 (principal and interest accrued but not yet paid) per depositor, per insured depository institution, for each account ownership category. Please visit www.fdic.gov or contact your financial advisor for additional information. Subject to availability and price change. CD values are subject to interest rate risk such that when interest rates rise, the prices of CDs can decrease. If CDs are sold prior to maturity, the investor can lose principal value. FDIC insurance does not cover losses in market value. Early withdrawal may not be permitted. Yields quoted are net of all commissions. CDs require the distribution of interest and do not allow interest to compound. CDs offered through Edward Jones are issued by banks and thrifts nationwide. All CDs sold by Edward Jones are registered with the Depository Trust Corp. (DTC).



Ryan M LaMere
Financial Advisor

662 Palms Avenue
Ishpeming, MI 49849
906-485-6385



Lyle Warner
Financial Advisor

edwardjones.com

Rezoning

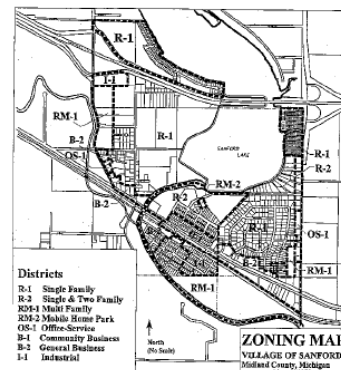
- The main question that must be answered when considering a rezoning is: *“Is that an appropriate location for that zone?”*
- The proposed use of land is not as important as is the fact that if the land is rezoned, any of the uses permitted in that zone may be established on that land.
- If a specific land use is proposed then an additional question must also be answered: *“Are the uses permitted in the existing zone reasonable?”*
- Failing to follow notice requirements may result in a Court invalidating the amendment.

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Rezoning Factors to Consider

RE: Question One (previous page)

- Would rezoning be consistent with other zones and land uses in the area?
- Is the proposed rezoning consistent with the trend of development in that area?
- Are uses in the proposed zone equally or better suited to the area than the current uses?
- Is the proposed rezoning consistent with both the policies and uses proposed for that area in the master plan?



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Rezoning Factors to Consider

RE: Question Two (previous page)

- Is the proposed use compatible with uses in the existing district? If so, would it be more appropriate to amend the text of the ordinance to add the proposed use to the existing district as a use permitted by right, or by special permit, or by planned unit development than to rezone?
- Is another district, different than the one requested, more appropriate in this location?

22

SPOT ZONING



Characteristics

- Typically a single parcel zoned for uses that are quite dissimilar from the zoning of lands around it.
- Typically small in area.
- Typically grants a right to use land that is not enjoyed by similarly situated adjacent parcels.
- Most important, it is typically inconsistent with the future land use plan and the policies of the master plan.

Result

- Typically ruled invalid if challenged in court.

23

SPOT ZONING CONSIDERATIONS

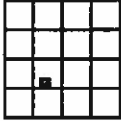
The following is an excerpt from a Planning Commissioner training/resource manual that summarizes the four characteristics of a "spot zone" - and explains that all four must be found in the subject rezoning request to constitute an "unjustified spot zone". The Planning Commission needs to address each of the four characteristics and determine if there is a spot zone.

SPOT ZONING

Characteristics

- * **Small in Size**
- * **Inconsistent Uses**
- * **Special Benefit**
- * **Contrary to Master Plan**

MSPO Basic Program: _____



What is a Spot Zone?

Public hearings for rezonings are often filled with comments about the creation of a "spot zone," and the dire results of such an approval. But spot zoning is a derogatory and often misused term.

Spot zoning has some specific characteristics. It is not simply the appearance of a "spot" on a zoning map. Many acceptable zone districts may be "islands," surrounded by other zone

districts. But while some may disagree on whether or not a specific case is a spot zone, nearly everyone agrees that it is a poor zoning practice. A unjustified spot zone is, therefore, likely to be viewed by the courts as unlawful.

In order to qualify as a spot zone the property will meet each of four characteristics.

Small in Size

As the term "spot" implies, the location of a spot zone will be a relatively small parcel, particularly with respect to the sizes of the parcels in the vicinity. While there are no firm rules on what size a spot needs to be, the larger the area, the less likely it will be considered a "spot." If the property was large enough to accommodate buffers or transition areas, landscaping or open space could be used to soften the impact on surrounding properties or uses.

Inconsistent Uses

The second quality is that the spot zone will permit uses that are inconsistent with the uses already established or allowed in the vicinity. The inconsistent nature of the spot zone's uses should be clear, i.e. the uses should be very different. These uses, either by virtue of building design, traffic, or intensity will be incompatible with uses allowed in surrounding districts. For example, a proposed two-family district rezoning in a single family zoned area would not be an inconsistent use. A sporting goods store in the midst of a residential area, however, would be an entirely different use of land.

Special Benefit

Spot zoning also confers a "special benefit" on a single property owner which is not available to others in the area. Since the uses allowed by the spot zone are inconsistent with, and often more intense than, those allowed in surrounding districts, a special benefit is given to the holder of the spot zone, to the detriment of nearby properties.

Contrary to the Master Plan

The final characteristic of a spot zone is the one that most distinguishes it as a poor zoning practice. If the Master Plan designates a small parcel in a rural or agricultural area for commercial use to serve residents in the general area, it may have the look of a classic spot zone. In fact, it may even meet the first three characteristics. But it is not a spot zone since the Master Plan planned for its creation. As a result, labeling a rezoning a "spot zone" simply because it is on a small parcel and the uses allowed are different from the other uses around it is not always correct.

REZONING CASE STUDY



**Willis Township - Proposed Rezoning
A-1 to C-2**



**Use proposed - Shopping Center
Permitted in C-2, Special Use in C-1
10-Year Master Plan - Residential
No opposition
Major arterial road**

**WHAT ARE THE APPROPRIATE
FACTORS TO CONSIDER?**

MSPO Basic Program

Rezoning Case Study

Willis Township - Proposed Rezoning A-1 to C-2

The application states that two existing barns and an old farmhouse on a ten acre parcel are to be razed and a shopping center constructed on the property. The C-1 District requires that shopping centers be reviewed as a special land use; the C-2 District allows shopping centers as a Permitted Use. The applicant is requesting the

C-2 District. A variance may also be required for a side yard setback.

WILLIS TOWNSHIP Zone Districts

C-1 Neighborhood Commercial

Permitted Uses

1. Grocery stores
2. Drug stores

Special Land Uses

1. Shopping centers

C-2 Community Commercial

Permitted Uses

1. Automobile services
2. Shopping centers

Special Land Uses

1. Auto body shops

MSPO Basic Program

- The 10-year old Master Plan designates the property and the surrounding area for Residential use.
- No neighborhood opposition is apparent.
- The road which serves the property is a major arterial, but no public sewer or water is available.

WHAT ARE THE APPROPRIATE FACTORS TO CONSIDER?

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 4/25/2022

Consent Agenda - Roll Call Vote **Schedule Public Hearing- UPPCO Limited Franchise Ordinance**

BACKGROUND:

In September 2019, staff discovered that the Upper Peninsula Power Company (UPPCO) was supplying retail electric utility service to Marquette Range Coal Services Company (Cleveland-Cliffs) near the site of the former Presque Isle Power Plant without a public utility franchise. Pursuant to Article 7, Section 29 of the Michigan Constitution of 1963, and the Marquette City Charter, utility providers cannot provide public utility services within the City unless they have a franchise to do so.

In November 2019, UPPCO asked the City to grant UPPCO a limited franchise to allow it to continue providing electric utility services to Marquette Range Coal Services Company. At that time, UPPCO provided the attached Ordinance for a Limited Franchise with the following basic terms: the non-exclusive franchise would allow UPPCO to provide electric utility services solely to Marquette Range Coal Services Company, the franchise would become effective 30 days after adoption and continue for 30 years, and the franchise could be revoked by either party upon 60 days written notice to the other.

In order to fully consider the request, in December 2019 the City Attorney notified UPPCO that the request would be taken under advisement. It is appropriate for the City Commission to consider the request at this time.

Per City Charter, a public utility franchise may only be granted by ordinance, and an ordinance may not be enacted at the meeting at which it is introduced. A franchise ordinance which is subject to revocation by the City Commission may not be enacted by the City Commission unless a copy of the franchise ordinance has been available in the City Clerk's Office for public inspection for at least four weeks after publication of a notice that such ordinance is on file.

Notice of the availability of the franchise ordinance for inspection at the City Clerk's Office was published on April 12, 2022. Staff is recommending a public hearing at the May 31, 2022 commission meeting to consider adoption of this ordinance.

FISCAL EFFECT:

None by this action.

RECOMMENDATION:

Schedule a public hearing for the May 31, 2022 City Commission meeting to consider Ordinance #706.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- Franchise Agreement Proposal

City of Marquette
Marquette County, Michigan

ORDINANCE NO. 706

A LIMITED FRANCHISE, granting to UPPER PENINSULA POWER COMPANY, its successors and assigns, the right, power and authority to lay, maintain and operate electric and fiber lines, poles and services on, along, across and under the highways, streets, alleys, bridges and other public places, and to conduct a local electric business solely with the Marquette Range Coal Services Company in the City of Marquette, Marquette County, Michigan for a period of thirty years.

The City of Marquette ORDAINS:

Section 1. Grant of Franchise. The City of Marquette, located in Marquette County, Michigan (the "City") hereby grants to Upper Peninsula Power Company, its subsidiaries, successors, and assigns (the "Company") consent, permission, right and authority to construct, lay, operate, maintain, use, and replace electric, fiber, and other communication lines, poles, cables, conduits, appliances, buildings and other necessary works, in the highways, streets, alleys and other public places in the City as necessary to provide electric service to the Marquette Range Coal Services Company and a non-exclusive franchise is hereby granted to the Company, its subsidiaries, successors, and assigns, to transact local business in the City for the sole purposes of producing, storing, transmitting, selling, and distributing electricity into and through the City to provide electric service to the Marquette Range Coal Services Company.

Section 2. Consideration. In consideration of the rights, power and authority hereby granted, the Company shall faithfully perform all things required by the terms hereof.

Section 3. Use of Streets and Other Public Places. The Company, its successors and assigns, shall not unnecessarily obstruct the passage of any of the highways, streets, alleys, or other public places within the City and shall within a reasonable time after making an opening or excavations, repair the same and leave it in as good condition as before the opening or excavation was made. The Company, its successors and assigns shall use due care in exercising the privileges herein contained and shall be liable to the City and to every owner of property abutting the Company's lines or other facilities, for all damages and costs arising from the negligence of the Company or its officers, agents, and servants.

Section 4. Force Majeure. The Company shall not be liable for failure to furnish service as herein provided, or for any breach of the Company's obligations hereunder, if such failure or breach is caused by acts of God, labor troubles, riot, or any other causes or contingencies not reasonably within the control of the Company.

Section 5. Hold Harmless. The Company shall at all times keep and save the City free and harmless from all loss, costs and expense to which it may be subject by reason of the Company's negligent construction and negligent maintenance of the structures and equipment hereby authorized. If any action is commenced against the City resulting from Company's negligent construction and maintenance, the Company shall, upon notice, defend the City and save

it free and harmless from all loss, cost and damage arising out of such negligent construction and maintenance.

Section 6. Effective Date; Term of Franchise; Acceptance by the Company. This Franchise shall take effect 30 days following the date of publication thereof, which publication shall be made within thirty (30) days after the date of its adoption, and shall continue in effect for a period of thirty (30) years thereafter; provided, however, that when this Franchise shall become effective the City Clerk shall deliver to the Company a certified copy of the Franchise accompanied by written evidence of publication thereof as required by law, and the Company shall, within sixty (60) days after receipt of the above documents, file with the City Clerk its written acceptance of the conditions and provisions hereof.

Section 7. Franchise Not Exclusive. The rights, power and authority granted by this Franchise are not exclusive, and nothing contained herein shall prevent the City from granting other non-exclusive electric franchises.

Section 8. Franchise Revocable. The franchise granted by this ordinance is subject to revocation upon sixty (60) days written notice by the party desiring such revocation.

Section 9. Effect and Interpretation of Franchise. All other franchises, ordinances and resolutions related to the Company, and parts thereof, which conflict with any of the terms of this Franchise are hereby rescinded, to the extent of such conflict. The catch line headings which precede each section of this Franchise are for convenience in reference only and shall not be taken into consideration in the construction or interpretation of any of the provisions of this Franchise.

Section 10. Successors and Assigns. The words "Upper Peninsula Power Company" and the "Company," wherever used herein, are intended and shall be held and construed to mean and include both Upper Peninsula Power Company and its subsidiaries, successors, and assigns, whether so expressed or not.

Ayes: _____

Nays: _____

Date Passed: _____

Attested, by Order of the City of Marquette,
Marquette County, Michigan

City Clerk

City Manager

CERTIFICATION

The undersigned, being the duly qualified and acting Clerk of the City of Marquette, Marquette County, Michigan, hereby certifies that (1) the foregoing is a true and complete copy of a resolution duly adopted by the City Council at a regular meeting held on _____, 2019, at which meeting a quorum was present and remained throughout, (2) the original thereof is on file in the records in my office, (3) the meeting was conducted, and public notice thereof was given, pursuant to and in full compliance with the Open Meetings Act (Act No. 267, Public Acts of Michigan, 1976, as amended) and, (4) minutes of such meeting were kept and will be or have been made available as required thereby.

Dated: _____

Marquette City Clerk

ACCEPTANCE

This Franchise is hereby accepted by the Company on _____, 2019 pursuant to the terms and conditions set forth in the foregoing Franchise.

UPPER PENINSULA POWER
COMPANY

By: _____

Its: _____

116287.000002 4821-8675-4473.2

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 4/25/2022

Consent Agenda - Roll Call Vote **Shrine Circus - Special Event Permit**

BACKGROUND:

The Ahmed Temple Marquette is requesting the City Commission enter into a Special Event Permit for City Parks, Streets, Buildings and Grounds to use the Russell Arena within Lakeview Arena for the Shrine Circus May 5, 2022 and May 6, 2022. Use details are included in the agreement. Staff has worked with the City Attorney and the Ahmed Temple Marquette to develop the permit.

FISCAL EFFECT:

The Lakeview Arena fund will receive \$2,800 plus miscellaneous reimbursements.

RECOMMENDATION:

Approve the Special Event Permit for City Parks, Streets, Buildings and Grounds with the Ahmed Temple Marquette, and authorize the Mayor and Clerk to sign the agreement.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Permit

SPECIAL EVENTS PERMIT FOR CITY PARKS,
STREETS, BUILDINGS AND GROUNDS

THIS AGREEMENT, made this 14 day of April , 2022

between CITY OF MARQUETTE, a Municipal Corporation, of 300 W. Baraga Avenue, Marquette, Michigan, 49855, hereinafter referred to as the "CITY", and A.A.O.N.M.S., doing business as AHMED TEMPLE MARQUETTE of 128 West Washington Street, Marquette, Michigan 49855, hereinafter referred to as "PERMITTEE".

INSTRUCTIONS - PERMITTEE shall comply with all sections of this permit with a darkened box (■) .

WITNESSETH:

- (1) Description. The CITY in consideration of the terms, conditions, covenants and agreements to be performed by PERMITTEE, does hereby grant to PERMITTEE permission to use and occupy the following ["premises"]:

RUSSELL ARENA

- (2) Term. The term of this Permit shall be for May 5, 2022 from 6:00 a.m. until May 6, 2022 at 11:00 p.m.
- (3) Acceptance of Premises. PERMITTEE has examined and is satisfied with the physical condition of the premises, and accepts the premises in their "as is" condition.
- (4) Use. PERMITTEE may use and occupy the premises for:

"SHRINE CIRCUS"

and for no other reason. The use and occupancy shall only be under PERMITTEE'S name or any assumed name of PERMITTEE. PERMITTEE shall not use or knowingly allow any part of the premises to be used for any unlawful purpose. In the event of any violation of this provision the CITY at its sole discretion may terminate this Permit and expel PERMITTEE from the premises. PERMITTEE waives, releases and relinquishes all claims of right or interest in the premises, other than as granted pursuant to this Permit.

- (5) Fees. PERMITTEE shall be responsible for paying the following fees in connection with the use of the PREMISES:

Russell Arena	\$1,400.00/Day
Staging/Stairs	\$20.00/Section
Chairs	\$1.50/per chair User set up
	\$4.00/per chair Arena Staff set up
Tables	\$4.00/per table User set up

	\$8.00/per table Arena Staff set up
Pipe and Drape	\$10/section
Genie Boom	\$300.00/day (equipment only)
Service Personnel (i.e. equipment operator, etc.)	\$40.00/hour w/ 2 hr minimum*

- (6) Clean-up, Repairs, Maintenance and Damage. PERMITTEE shall be solely responsible for clean-up of the premises and the repair expense for any damage caused to the premises throughout the term of this Permit. PERMITTEE shall, at the direction of the CITY, provide a sufficient number of dumpsters and trash collection cans for the event. PERMITTEE will be responsible to reimburse the CITY for out-of-pocket costs (i.e. tipping fee) associated with trash removal and disposal. The CITY strongly encourages PERMITTEE to utilize volunteers for clean-up.

PERMITTEE shall take good care of and shall keep the premises, including its fixtures and furnishings, in a clean, safe, orderly and sanitary condition including, but not limited to, keeping all sidewalks, parking areas, alleys, roadways and facilities/areas which are a part of the premises, neat and clean; guarding all defects on the premises which may be a hazard to the general public and business invitees; and promptly removing all debris or any other material which may be a hazard to the general public and business invitees. PERMITTEE shall promptly make all repairs which are required to maintain the premises in the condition which existed upon the commencement of its actual use and occupancy. PERMITTEE shall not be required to repair plumbing and electrical components of the premises for damages which is not caused by the PERMITTEE, its guests or invitees. At the termination of this Permit, PERMITTEE shall yield and deliver up the premises in like condition, reasonable use and wear thereof and damage by the elements exempted.

- (7) Clean-up and Damage Bond. PERMITTEE shall deposit with the Parks and Recreation Department a clean-up and damage bond in the form of cash or certified check payable to the CITY, in the amount of \$250.00. This will correlate with the type of insurance required. The bond should be deposited with the Community Services Department - Parks and Recreation Division at the time the application is submitted, when possible, but is required prior to the permit being presented to the City Commission for approval. The bond shall be processed to be returned to PERMITTEE, without interest, within seven (7) days after all of the following have occurred:

- (a) PERMITTEE has complied with all terms of this Permit, including completely vacating the premises by the required time period.
- (b) the term of the Permit has expired;
- (c) PERMITTEE has fully performed the restoration and clean-up of the premises to an "as-is" or better condition as prior to the event; and

(d) PERMITTEE has paid all fees set forth herein.

Should PERMITTEE fail to comply with any of these terms, the CITY may retain the clean-up and damage bond and if the amount thereof is insufficient, pursue all other remedies.

- (8) Electrical Permits. For any event, carnival or fair connecting to or modifying an existing electrical source or service, PERMITTEE covenants and agrees to designate a licensed electrical contractor and secure an electrical permit in compliance under Article 525 of the current National Electric Code. An electrical permit shall be obtained two (2) weeks prior to the event and a copy shall be provided to the Community Services Department - Parks & Recreation Division office at least one (1) week prior to the event. Inspections shall be requested by the electrical contractor prior to the opening of the event, or use of the electrical service.

- (9) All Utilities. The CITY agrees to allow PERMITTEE to use existing electrical and water services for food and beverage concessions, lighting and audio equipment. However, the CITY shall not be responsible for any damages whatsoever due to any interruption in electrical, water or other services.

There shall be no modification or alteration of the CITY's electrical supply boxes or other equipment, unless prior approval has been obtained from the CITY and any work is approved by the CITY's electrical inspector. All such work must be done by a licensed electrical contractor at PERMITTEE'S sole expense.

- (10) Reimbursement of Utility Costs. PERMITTEE shall reimburse the CITY the sum of \$500.00 for the costs of electric, water and other utility services utilized by the PERMITTEE, its vendees and concessionaires.

- (11) Signs. PERMITTEE shall be entitled, at PERMITTEE'S own expense, to install signs and banners along the premises. Signs shall comply with the Zoning Chapter of the Marquette Code of Ordinances.

- (12) Insurances. CERTIFICATES OR OTHER EVIDENCE OF ALL REQUIRED COVERAGES AND ENDORSEMENTS MUST BE FILED WITH THE COMMUNITY SERVICES DEPARTMENT - PARKS & RECREATION DIVISION NO LATER THAN THE DATES LISTED WITH EACH TYPE OF INSUARNCCE. FAILURE TO ABIDE BY THE REQUIRED DATES WILL RESULT IN THE EVENT BEING CANCELLED OR RESTRICT THE TYPE OF ACTIVITY THAT MAY OCCUR AT THE EVENT.

- General Liability

PERMITTEE shall carry comprehensive general liability insurance, including premises and all operations, through companies licensed and

admitted to do business in Michigan, which shall provide protection from all claims of damage or injury, including death, to persons and property which may arise out of, result from or be caused by PERMITTEE'S use or occupancy of the premises or its operations conducted thereon, with occurrence and aggregate limits of not less \$1,000,000, per occurrence.

THE CITY, ITS OFFICERS AND EMPLOYEES SHALL BE NAMED AN ADDITIONAL INSURED AND THIS COVERAGE SHALL BE ENDORSED ON THE CERTIFICATE AND POLICY "AS BEING PRIMARY TO THE CITY, AND NOT IN EXCESS OF ANY OTHER INSURANCE, SIMILAR PROTECTION (E.G. RISK MANAGEMENT ASSOCIATION) OR ANY OTHER VALID, APPLICABLE, OR COLLECTABLE INSURANCE OR SELF-INSURANCE WHICH IS OR MAY BE AVAILABLE TO OR CARRIED BY THE CITY."

PERMITTEE shall, no later than 30 days prior to the Event, provide the CITY with a certificate or other evidence of the required coverage. The certificate or other evidence of coverage shall provide a thirty (30) day written notice to the CITY in the event of cancellation or material changes in the coverage. Failure to abide by this provision will result in cancellation of the event.

☐ Liquor Liability.

PERMITTEE or its designee (for example, a local service club) shall carry liquor liability insurance with combined limits of not less than \$500,000 insuring for any and all damage and liability which may be caused by, related to or arise out of the sale, furnishing, giving, distribution or consumption of alcoholic beverages on the premises.

PERMITTEE shall, no later than 7 days prior to the Event, provide the CITY with a certificate or other evidence of liquor liability insurance coverage. The certificate or other evidence of coverage shall provide a thirty (30) day written notice to the CITY in the event of cancellation or material changes in the coverage. Failure to abide by this provision will result in the prohibition of the sale, furnishing, giving, distribution or consumption of alcohol beverages at the event.

☐ Motor Vehicle Liability

PERMITTEE shall also obtain and maintain vehicle liability coverage for all owned, non-owned and hired motor vehicles which may be operated, maintained or used on the premises. Minimum combined limits of \$500,000 shall be maintained.

PERMITTEE shall, no later than 30 days prior to the Event, provide the CITY with a certificate or other evidence of the required coverage. The

certificate or other evidence of coverage shall provide a thirty (30) day written notice to the CITY in the event of cancellation or material changes in the coverage. Failure to abide by this provision will result in the prohibition of use of any motor vehicle at the event.

■ Food

PERMITTEE or its designee shall carry products and completed operations coverage insurance with combined limits of not less than \$500,000 insuring for any and all damage and liability which may be caused by, related to or arise out of the sale, furnishing, giving, distribution or consumption of food on the premises.

PERMITTEE shall, no later than 30 days prior to the Event, provide the CITY with a certificate or other evidence of the required coverage. The certificate or other evidence of coverage shall provide a thirty (30) day written notice to the CITY in the event of cancellation or material changes in the coverage. Failure to abide by this provision will result in the prohibition of the sale, furnishing, giving, distribution or consumption of food at the event.

■ Other insurance.

If PERMITTEE employs any independent contractor or others for any purpose whatsoever in relation to its use or occupancy of the premises, or for any operations or maintenance connected therewith, PERMITTEE shall obtain and maintain, or cause said independent contractor to obtain and maintain, policies of workers compensation insurance and such other liability insurance of the types and in the amounts outlined above which will provide coverage to the CITY, its officer and employees for all claims which may arise out of, result from or be caused by that work.

PERMITTEE shall, no later than 30 days prior to the Event, provide the CITY with a certificate or other evidence of the required coverage. The certificate or other evidence of coverage shall provide a thirty (30) day written notice to the CITY in the event of cancellation or material changes in the coverage. Failure to abide by this provision will result in the prohibition of use of any independent contractor or other person or entity in connection with the event.

- (13) Indemnity. PERMITTEE covenants and agrees to indemnify, protect, defend and save the CITY, its officers and employees harmless from any claim, action or suit for any loss, liability and damages that may be asserted or levied against the premises or the CITY, its officers or employees, in whole or in part by reason of PERMITTEE'S acts or omissions, or by its use or occupancy of or its operations on the premises or by reason of any other person on the premises by contract, invitation or license, including any expenses, costs and attorney fees

incurred in connection with any such claim, action or suit. In the event of any incident occurring on the premises resulting in any personal injury, including death, to any person, PERMITTEE shall give notice to the CITY within twelve (12) hours after the occurrence thereof or after PERMITTEE learns of such occurrence.

The indemnity, defense and hold harmless requirements shall include and extend to bodily injury to any person or injury to any property of PERMITTEE, its employees and all persons on the premises by contract, invitation or consent.

All property kept, stored or maintained in the premises shall be so kept, stored or maintained at the risk of PERMITTEE only.

- (14) Right of Inspection and Access. The CITY may enter the premises at any time to examine, inspect and to do whatever the CITY may deem necessary or desirable to determine compliance with or to enforce the terms of the permit. Marquette police, fire and other enforcement personnel shall have unrestricted access to the premises at all times.
- (15) Compliance With Rules and Regulations. PERMITTEE shall abide by all laws, statutes, ordinances, governmental orders, rules and regulations which control or in any manner affect or relate to the use or occupancy of the premises, or operations conducted thereon.
- (16) Concessions. PERMITTEE or its designees shall be allowed to sell assorted food and beverage items and to run concession stands during the term of the Permit. PERMITTEE or its designee shall obtain all necessary licenses and/or permits from the appropriate state, county or city governmental authorities. All concessions will be closed by 10:00 p.m. each day. A copy of each license and/or permit obtained by PERMITTEE must be provided to the Parks & Recreation Department no later than 2 weeks prior to the event. PERMITTEE shall submit a list of all food concessionaires to the Fire Marshall's office one (1) week prior to the event. PERMITTEE shall notify and require the following of all food concessionaires:
 - (a) A fire extinguisher shall be provided in all tents and in all areas and enclosures used for cooking.
 - (i) The fire extinguisher shall be a 1A:20B: C type, a minimum of 5 pounds.
 - (ii) Proof that the fire extinguisher has been serviced within the last year is required.
 - (iii) The extinguisher shall be tagged with the date and service provider.

(iv) If the fire extinguisher was purchased within the last year, a sales slip must be provided.

(v) The unit shall be mounted on the center post of each tent, not more than five (5) feet of the ground and accessible for use in an emergency.

(b) All propane tanks used for cooking shall be secured so as to prevent tipping. The tanks shall be remote from congested areas.

(c) Only approved, heavy-duty extension cords shall be used and all electrical connections shall be protected.

If the vendor fails to comply with these requirements, they will not be permitted to participate in the event.

- ☐ (17) Alcoholic Beverages. PERMITTEE or its designee shall be allowed to sell and/or furnish beer and wine on the premises as follows:

from _____ a.m. / p.m. until _____ a.m. / p.m. on _____ 20__;
from _____ a.m. / p.m. until _____ a.m. / p.m. on _____ 20__;
from _____ a.m. / p.m. until _____ a.m. / p.m. on _____ 20__;
from _____ a.m. / p.m. until _____ a.m. / p.m. on _____ 20__;

PERMITTEE is solely responsible for obtaining all necessary licenses and permits in order to sell and/or furnish alcohol products. A copy of each license and/or permit obtained by PERMITTEE must be provided to the Parks & Recreation Department no later than 7 days prior to the event. Failure to abide by this provision will result in the prohibition of the sale, furnishing, giving, distribution or consumption of alcohol beverages at the event.

If an additional day is needed for the event due to inclement weather, the time for selling and/or furnishing beer and wine on the premises shall be from _____ a.m. / p.m. until _____ a.m. / p.m. on _____, 20__. The sale, furnishing and consumption of alcoholic beverages is specifically conditioned upon PERMITTEE or its designee obtaining and maintaining the appropriate license or permit from the Michigan liquor control commission at all relevant times and on PERMITTEE or its designee obtaining and maintaining liquor liability insurance as required in this Permit.

- (18) Exclusive Use. PERMITTEE shall have the exclusive use of the premises during the term of this permit.

- ☐ (19) Admission. PERMITTEE may charge admission to the general public to enter premises. Entry shall not be denied to any individual based upon race, sex, age, creed, or national origin.

- (20) Police and Fire Protection. PERMITTEE shall fully reimburse the CITY at overtime and fringe benefit rates for all additional police and/or fire department officers who are assigned to the premises, or the vicinity thereof, because of the use or occupancy thereof by PERMITTEE.
- (21) Parking and Traffic. PERMITTEE shall prohibit all motor vehicles in or on the premises and shall cause all streets and alleys to be properly barricaded and signed. All motor vehicles shall be operated only on established roads and parked in designated areas. All fire lanes and no parking zones shall be maintained during the event.
- (22) Health and Sanitation Facilities. PERMITTEE shall furnish and maintain a sufficient number of portable bathrooms and washing facilities, at PERMITTEE'S expense. This number shall be determined by the Marquette County Health Department. Each bank or group of portable restrooms shall have a minimum of one (1) barrier free/ADA compliant restroom. A bank or group consists of ten (10) or less portable restrooms.
- (23) Compliance with PERMITTEE'S Representations. PERMITTEE shall fully comply with all representations and promises set forth in its Application for Special Events Permit
- (24) Equipment and Services. The CITY agrees to have the following equipment and services available during the term of this Permit:

_____.
- (25) Security. It shall be PERMITTEE'S sole responsibility to provide security throughout the term of the event. The Chief of Police or designee shall establish the number of security personnel whom PERMITTEE shall be required to have on the premises. The security shall be provided by a licensed and certified security agency, whose members shall be in identifiable uniforms.
- (26) Bleachers, Booths, Fencing and Tents. PERMITTEE shall be solely responsible for the construction and removal of any bleachers, booths, fencing, tents or structures used during the course of the event, except that CITY shall be responsible for booths located within the Arena.
- (27) Reimbursement of Other Costs. PERMITTEE shall reimburse the CITY for all cost relating to the use of barricades, fencing, bleachers and other facilities and equipment provided by the CITY. PERMITTEE, on behalf of the organization, agrees to reimburse the City of Marquette for its "out-of-pocket" expenses which includes but is not limited to overtime of City employees and

trash disposal tipping fees at landfills. City staff is readily accessible to discuss out-of-pocket cost estimates and ways to reduce these costs. All City of Marquette invoices sent to organizations for reimbursement of out-of-pocket costs are due within thirty (30) days.

- (28) Tents. All tents or air supported structures used during the term of the permit shall comply with Section 31 of the Michigan Building Code and Section 24 of the International Fire Code. Material of all tents shall be of non-combustible material or flame resistant material conforming to NFPA 701, treated in an approved manner to render the material flame resistant. Appropriate documentation must be presented to any Building Code Enforcement Officer, Fire Official or other Code Official upon request. A copy shall also be retained on the premises where the tent is located. The documentation must attest to the following information relative to the flame resistance of the fabric:

- (a) Name and address of the owners of the tent or air supported structure.
- (b) Date the fabric was last treated with flame resistant solution.
- (c) Trade name of kind of chemical used in treatment.
- (d) Name of person or firm treating the material.
- (e) Name of testing agency and test standard by which the fabric was treated.

If more than one tent or air supported structure is located on the premises a copy of all required documentation for each tent or structure shall be kept at a central location on the premises. The use of gasoline, gas, charcoal or any other cooking devices or any unapproved flame inside or within 20 feet of a tent or other air supported structure is strictly prohibited.

- (29) Fire.
- (a) No open flames or explosives shall be permitted for decoration, display or use without permission from the Fire Department.
 - (b) The use of paper or fabric for coverings or decoration shall not be permitted unless proof is submitted to the Fire Department that such materials are flame proof.
 - (c) All seating capacity and room arrangements shall be approved by the Fire Department.

(d) An access lane, a minimum of eighteen (18) feet wide, shall be maintained leading into and out of the event so that emergency vehicles can enter in case of an emergency.

(e) Barricades or any type of obstruction which could impede or interfere with fire suppression forces shall not be erected.

- (30) Music. PERMITTEE shall be solely responsible for obtaining the appropriate license to present any music covered by copyright, whether by live performance, recorded music or retransmission of radio and/or television broadcast. The PERMITTEE covenants and agrees to indemnify, protect, defend and save the CITY, its officers and employees harmless from any claim, action or suit or for any loss, liability and damages that may be asserted or levied against the CITY, its officers or employees, based in whole or in part upon a claim of copyright infringement.

- ☐ (31) Conditions/Requirements. Additional conditions and requirements of this permit are as follows:

- (32) Cancellation or Modification. It is understood and agreed that ten (10) days advance written notice of any cancellation, reduction and/or material changes in the proposed agenda will be provided to the Community Services Director, City of Marquette, 401 East Fair Avenue, Marquette, Michigan, 49855.

- (33) Duplicate Original Copies. This Permit is executed in triplicate original copies, two of which shall be retained by the CITY and one by PERMITTEE, each of which shall be deemed to be an original, but all of which shall be construed as one and the same document.

- (34) Governing Law. This Permit and the rights of the parties hereunder shall be governed by and interpreted in accordance with the laws of the State of Michigan.

- (35) Paragraph Headings. The paragraph headings appearing in the Permit have been inserted for the purpose of convenience and ready reference. They do not purport to, and shall not be deemed to, define, limit or extend the scope or intent of the paragraphs to which they appertain.

- (36) Entire Agreement. This Permit represents the entire agreement of the parties and shall be deemed to be an integrated agreement containing all prior and contemporaneous oral and written agreement between the parties, and shall not be modified in any part, except in a writing signed by all parties.

IT SHALL BE THE RESPONSIBILITY OF THE PERMITTEE TO DESIGNATE A SPECIFIC LOCATION ON THE PREMISES AS ITS HEADQUARTERS AND TO HAVE AVAILABLE AT THAT LOCATION, AT ALL TIMES THE PREMISES ARE OPEN TO THE PUBLIC AND DURING SET UP OR CONSTRUCTION, AT LEAST ONE PERSON WHO HAS THE KNOWLEDGE AND AUTHORITY TO REPRESENT PERMITTEE CONCERNING ALL ACTIVITIES CONDUCTED UNDER THE TERMS OF THE PERMIT. FAILURE TO COMPLY WITH THIS SECTION OR ANY OTHER TERM OF THE PERMIT SHALL BE CAUSE FOR THE CITY MANAGER, CHIEF OF POLICE, FIRE CHIEF, OR DESIGNEE TO IMMEDIATELY REVOKE THIS SPECIAL EVENTS PERMIT AND TO REQUIRE PERMITTEE TO VACATE THE PREMISES.

The parties hereto have hereunto set their hands and seals the day and year first above written.

CITY OF MARQUETTE

Jennifer A. Smith, Mayor

Kyle Whitney, City Clerk

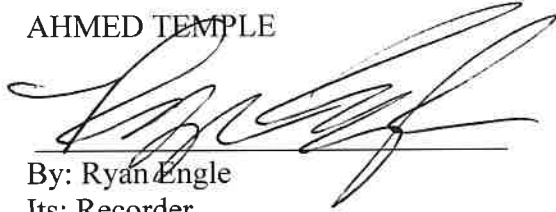
Approved as to Substance:

Karen M. Kovacs, City Manager

Approved as to Form:

Suzanne C. Larsen, City Attorney

AHMED TEMPLE



By: Ryan Engle
Its: Recorder



By: Travis Freeman
Its: Potentate

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 4/25/2022

Consent Agenda - Roll Call Vote **SpinwayMQT, LLC – Lease Agreement**

BACKGROUND:

In May of 2021, the Downtown Development Authority Board of Directors and the City of Marquette entered into a one-year lease agreement with SpinwayMQT LLC, a locally-owned limited liability company, to lease a 10' x 24' section of City-owned property adjacent to Lakeshore Boulevard to operate an 8-unit automated bicycle rental vending terminal. The lease terms specified that the installation, operation, maintenance, repair, and liability of the rental unit was the full responsibility of SpinwayMQT LLC.

At this time, SpinwayMQT LLC is seeking an extension of the lease agreement through April 30, 2025. All other terms remain consistent with the initial lease. This proposed lease provides the DDA and SpinwayMQT the right to terminate the agreement at any time and for any reason by providing written notice to the other 60 days prior to May 1 of each year of the agreement.

The rental rate was set at \$500 per year, based on 240 square feet of property, a rate of \$6.25/square foot, and four months of annual usage. This proposal and lease agreement was reviewed and approved by the DDA Board of Directors on April 14.

FISCAL EFFECT:

The Downtown Development Authority will receive \$500 annually during the term of the lease agreement.

RECOMMENDATION:

Move the lease agreement with SpinwayMQT, LLC to unfinished business at the next regular meeting.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Spinway Lease
- ▣ Spinway Map

LEASE AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____ 2022, by and between **THE MARQUETTE DOWNTOWN DEVELOPMENT AUTHORITY**, an authority of the City of Marquette, of 337 W. Washington Street, Marquette, Michigan 49855, hereinafter “LESSOR” and **SPINWAYMQT, LLC**, a Michigan limited liability company, with a mailing address of 1599 Altamont Street, Marquette, Michigan 49855, hereinafter “LESSEE”.

Recitals

- A. The City of Marquette, a Michigan municipal corporation, of 300 W. Baraga Avenue, Marquette, Michigan 49855 is the owner of the real property located at 245 S. Lakeshore Boulevard in the City of Marquette. The Lessor manages the real property located at said address.
- B. Lessee desires to lease and Lessor is willing to lease to Lessee a 10 foot x 24 foot section of the property located in the greenspace between the Lakeshore Parking Lot and the Iron Ore Heritage Trail as shown in Exhibit “A” located on Lessor’s managed property in accordance with the terms and conditions contained herein.

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

1. Leased Premises

- 1.1 Lessor leases to Lessee space as shown in Exhibit “A”, hereinafter “PREMISES”.

2. Term of Lease

This lease shall run from May 1, 2022 through April 30, 2025.

3. Rent

The rent shall be \$500.00 annually for the lease term. Payment shall be made to Lessor by May 31, 2022 and May 31 annually thereafter for the duration of the term.

4. Use of Premises

- 4.1 Lessee shall use the premises only for installation and operation of an Automated Bicycle Rental Vending Terminal. Bicycles shall be non-motorized.
- 4.2 The Automated Bicycle Rental Vending Terminal shall only be installed and operational between May 1 and October 31 annually throughout the duration of the term.
- 4.3 Minor grading and installation of an aggregate base and sono-tube for rack anchorage are permitted at the Lessee’s sole expense and maintenance responsibility.

4.4 Prior to installation of the Automated Bicycle Rental Vending Terminal, Lessee will meet with MDDA employees to discuss logistics for the use of the Premises.

4.5 Lessee shall not use the Premises for any purpose that would:

- a) be deemed hazardous to the public or adjoining premises including, but not necessarily limited to, fire, and environment type hazards;
- b) constitute a violation of any public law or requirement;
- c) cause damage or injury to the Premises, or any part of it (ordinary wear and tear excepted);
- d) constitute a public or private nuisance;
- e) interfere with other uses of the Premises;
- f) permit refuse to accumulate in or around leasehold; or
- g) prohibit or restrict public access through the premises.

5. Use of Public Areas by Lessee

Lessee and its invitees shall have the right to use all public areas, subject however to all rules and regulations regarding these areas. Lessee and its invitees shall only use the designated area as shown on Exhibit A. Lessee is permitted to display the signage connected to the Bicycle Rental Vending Terminal, as shown in Exhibit B. This signage is considered as an exception to the sign standards for the parcel as stated within the City of Marquette Land Development Code because it is on the leased property as defined herein.

6. Non-exclusive Use of Premises

Lessee acknowledges that its use of the Premises is not exclusive, and that Lessee and its invitees shall have the right in common with Lessor, its invitees, and others to use the Premises.

7. Maintenance and Repair

7.1 Lessee shall be solely responsible for the maintenance and repair of the Automated Bicycle Rental Vending Terminal and all of Lessee's tangible personal property located or used on the Premises and shall keep them in a safe condition and good repair.

8. Insurance and Indemnity

8.1 Lessee shall not permit any activity on the Premises which would invalidate or be in conflict with Lessor's insurance policies covering the Premises.

8.2 Lessee shall not permit any activity on the Premises which would cause Lessor's rate for the insurance described herein to be increased.

8.3 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.

8.4 Lessee, at its sole expense, shall maintain liability insurance protecting and insuring Lessee, Lessor, and the City of Marquette from all claims for injury or damage to persons

or property arising out of the use of the Premises by Lessee, its employees, agents, invitees, and licensees. The amount of the insurance shall not be less than One million and 00/100 Dollars (\$1,000,000.00) per occurrence for accident, bodily injury, or death and not less than Three Hundred Thousand and 00/100 Dollars (\$300,000.00) for property damage. Lessee shall at all times provide Lessor with a current copy of said policies with proof of payment of premium thereon. The insurance policies shall bear endorsements to the effect that the insurer agrees to notify Lessor not less than thirty (30) days in advance of any modification or cancellation thereof. Lessor and the City of Marquette shall be named as additional insured on all insurance policies required by this lease.

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

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 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

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

11. Covenant of Quiet Enjoyment

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

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

If Lessee defaults in the observance or performance of any term or covenant of this lease, Lessor may, without thereby waiving the default, remedy the default at Lessee's expense. If, in connection therewith, Lessor makes any expenditure or incurs any obligation for the payment of money or in instituting, prosecuting, or defending any action or proceeding commenced before or during the term of this lease, or after the expiration or termination of this lease including, but not necessarily limited to, legal expenses and attorneys' fees, Lessee shall pay to Lessor on demand the sums paid or obligation incurred together with legal fees and costs.

13. Default by Lessee

- 13.1 If the Lessee fails to perform any obligation under this agreement within 30 days after receiving written notice of the default from the Lessor, the Lessor may terminate this lease.
- 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 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 by law or in equity pursuant to the laws of the State of Michigan.

14. Surrender of Leasehold Upon Termination of Lease

If upon termination of the lease, Lessee has failed to remove its Automated Bicycle Rental Vending Terminal and returned the property to its original condition, 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 and returning the property to its original condition shall be the financial responsibility of Lessee.

15. Option to Renew

The Lessor and Lessee each have the right to terminate this agreement at any time and for any reason by providing written notice to the other at least 60 days prior to May 1 of each year of this agreement. Upon such notice of termination SPINWAYMQT, LLC will immediately cease to use the Premises.

16. Future Expansion

Any expansion of additional Automated Bicycle Rental Vending Terminals on real property owned by the City of Marquette shall require negotiation between the City of Marquette, the Lessee and the Lessor, if said property is located within the boundaries of the Downtown Development Authority District.

17. Miscellaneous

- 17.1 This agreement shall be binding on the parties and inure to the benefit of the Lessor, the Lessee, and the City of Marquette and their respective successors and assigns.
- 17.2 This agreement shall be governed by and construed in accordance with the laws of the State of Michigan.
- 17.3 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 any party except to the extent incorporated herein.

- 17.4 Any modification of this agreement or additional obligations assumed by any 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.
- 17.5 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.
- 17.6 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.
- 17.7 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

OWNER
CITY OF MARQUETTE

Jennifer A. Smith, Mayor

Kyle Whitney, City Clerk

Approved as to Substance:

Karen Kovacs, City Manager

Approved as to Form:

Suzanne Larsen, City Attorney

LESSOR
MARQUETTE DOWNTOWN
DEVELOPMENT AUTHORITY

Jerney L. Ottaway, DDA Board Chairperson

LESSEE
SPINWAYMQT, LLC

Peter Duex

Its: _____

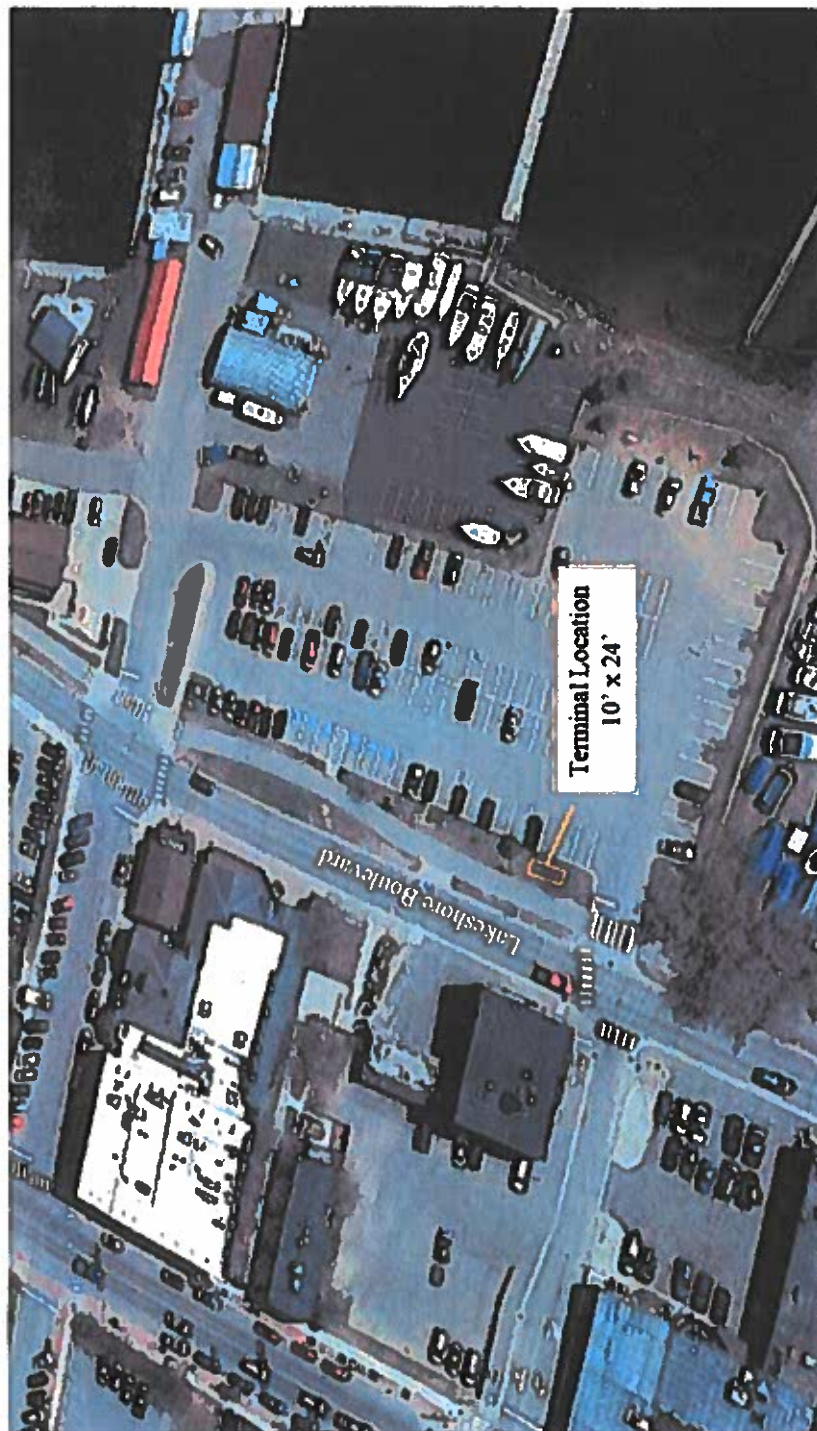
EXHIBIT A



EXHIBIT B



EXHIBIT A



City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 4/25/2022

Consent Agenda - Roll Call Vote **Tree Planting Services**

BACKGROUND:

The City solicited bids from six vendors for tree planting services which consist of supplying and planting nursery stock on street rights-of-way and other City property locations. Bids were opened on February 9, 2022 with two bids received.

A. Jacobson Landscaping has supplied and planted nursery stock for the City's last nine tree planting contracts and has performed said work to specifications. Approximately fifty-one trees will be planted in this project with a priority on addressing replacement of trees affected by the emerald ash borer as well as adjacent property owner requests at various residential locations.

FISCAL EFFECT:

A total of \$17,500 is budgeted for contractual tree planting in the Major and Local Street Funds and the General Fund.

RECOMMENDATION:

Award the bid in an amount not-to-exceed \$17,340 to A. Jacobson Landscaping of Gwinn, Michigan, at the unit prices bid.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Tree Bid Summary

	Autumn Radiance Red Maple			Pacific Sunset Maple			Burgundy Belle Red Maple			Accolade Elm			Greenspire Littleleaf Linden			American Hornbeam			Northern Red Oak			Purple Prince Crab			GRAND TOTAL
	Bid Qty		6	Bid Qty		6	Bid Qty		6	Bid Qty		10	Bid Qty		5	Bid Qty		5	Bid Qty		6	Bid Qty		2	
	Unit Cost		Total	Unit Cost		Total	Unit Cost		Total	Unit Cost		Total	Unit Cost		Total	Unit Cost		Total	Unit Cost		Total	Unit Cost		Total	
A. Jacobson Landscaping Gwin, MI	\$340.00		\$2,040.00	\$340.00		\$2,040.00	\$340.00		\$2,040.00	\$340.00		\$3,400.00	\$340.00		\$1,700.00	\$340.00		\$1,700.00	\$340.00		\$2,040.00	\$340.00		\$680.00	\$15,640.00
G & J Site Solutions, Inc. Calumet, MI	\$557.50		\$3,345.00	\$557.50		\$3,345.00	\$557.50		\$3,345.00	\$557.50		\$5,575.00	\$557.50		\$2,787.50	\$557.50		\$2,787.50	\$557.50		\$3,345.00	\$557.50		\$1,115.00	\$25,645.00

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 4/25/2022

Consent Agenda - Roll Call Vote **Used Fork Truck Purchase**

BACKGROUND:

The Department of Public Works currently utilizes a 1983 Allis Chalmers fork truck in their daily operations to unload semi-truck deliveries, move palletized items on and off storage shelving and handle large objects during motor pool repairs. The current truck has exceeded its useful life and lacks many of the safety features that is standard on newer equipment.

Due to the rapidly rising cost of new equipment, staff recommends purchasing a used fork truck via online auction at a significantly discounted rate. The City should realize a savings of 50% or more by buying used. Given the short bidding times allotted and the general nature of online auctions, staff is requesting approval for a purchase that is not model or vendor specific.

FISCAL EFFECT:

The Motor Pool Fund capital outlay budget for FY 21-22 includes \$40,000 for used equipment purchase.

RECOMMENDATION:

Approve the purchase of a used fork truck in an amount not-to-exceed \$40,000.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

No Attachments Available

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 4/25/2022

New Business **Fire Truck Purchase**

BACKGROUND:

The Fire Department currently utilizes two 2004 Pierce Arrow XT fire trucks during daily operations. Both trucks have exceeded the average useful life of 15 years and are experiencing frame corrosion issues. The trucks have been included in the Motor Pool Capital Outlay replacement schedule and were scheduled to be replaced in the 2023/24 and 2024/25 fiscal years. However, due to upcoming price increases, long expected lead times and American Rescue Plan Act (ARPA) funding availability, staff recommends purchasing one truck now.

Motor Pool and Fire Department staff have been working with Red Power Diesel Service, the regional dealer for Pierce Manufacturing, over the past 12 months to spec a truck that will meet the City's needs moving into the future. Pierce Manufacturing operates out of Appleton, Wisconsin and is the manufacturer of our current fire-fighting vehicles. Red Power has provided pricing via the Sourcewell Purchasing Program, a national public service agency that provides cooperative purchasing assistance for state and municipal entities, at a cost not-to-exceed \$829,080.61. There is an estimated lead time of 22 months if the purchase is made before May 1, 2022. The price includes a discount of \$39,619.85 for paying at the time of order. As an alternative, payment can be made at the time of delivery for a total purchase cost of \$868,700.46.

FISCAL EFFECT:

Funds from the American Rescue Plan Act of 2021 will be used to cover this purchase.

RECOMMENDATION:

Approve the purchase of a new Pierce Velocity PUC Pumper Truck from Red Power Diesel Service, Inc. of Fremont, Wisconsin in an amount not-to-exceed \$829,080.61, paid at the time of order.

ALTERNATIVES:

Approve the purchase of a new Pierce Velocity PUC Pumper Truck from Red Power Diesel Service, Inc. of Fremont, Wisconsin in an amount not-to-exceed \$868,700.46, paid at the time of delivery.

Other alternatives as determined by the Commission.

ATTACHMENTS:

Description

- ▣ Proposal for Furnishing Fire Apparatus



PROPOSAL FOR FURNISHING FIRE APPARATUS

April 18, 2022

City of Marquette Fire Department
418 South Third Street
Marquette, MI 49855

The undersigned is prepared to furnish, upon order being placed by you, an apparatus and equipment manufactured by Pierce Manufacturing, Inc. herein named and for the following prices:

One (1) PUC Big Block, Velocity Pumper	NET	\$858,700.46
	Equipment Mounting Provision	\$10,000.00
	Total	\$868,700.46

** Prepayment options are available, currently the prepaid discount is approximately \$39,619.85 This discount is subject to change depending on booking date and delivery date. **

Prepaid discount: \$39,619.85

If purchased prior to May 1, 2022. **Total: \$829,080.61**

**** Approximate increases and associated total calculations are an estimated projection. Proposal will require adjustment after April 30, 2022. After proposal expires, pricing is subject to change due to circumstances of product availability and market volatility. ****

After receipt and acceptance of this order, at Pierce Manufacturing in Appleton, WI; said apparatus and equipment are to be built and shipped in accordance with the specifications here to attached. There is an estimated lead time of **22.5 Months** before delivery to you at Pierce Mfg., Appleton, WI.

**** Please note delivery lead time is an estimation and can be subject to delays beyond our control. ****

The specifications herein contained shall form a part of the final contract, and are subject to changes desired by the purchaser, provided such alterations do not materially affect the cost of the construction of the apparatus.

The proposal for fire apparatus conforms with all Federal DOT rules and regulations in effect at the time of the bid, and with all National Fire Protection Association (NFPA) Guidelines for Automotive Fire Apparatus as published at the time of the bid, except as modified per customer specifications. Any increased costs incurred by first party because of future changes in or additions to said DOT or NFPA standards will be passed along to customers as an addition to the price set forth above.

Unless accepted within 60 days from the document date, the right is reserved to withdraw this proposition.

Red Power Diesel Service, Inc.

By: 

David Schneider-Authorized Sales Representative

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 4/25/2022

New Business

Residential Curbside Recycling Cart Grants

BACKGROUND:

The City recently applied for and has been awarded two complementary grants: the Michigan Department of Environment, Great Lakes and Energy (EGLE) Recycling Infrastructure Grant and the Recycling Partnership Residential Curbside Recycling Cart Grant. The City Commission approved the submission of these grants and authorized a letter of support at the September 27, 2021 regular meeting.

These grants provide the opportunity to enhance curbside collection of recyclables through the implementation of recycling carts at no cost to City residents. The project includes universal/automatic distribution of carts which automatically provides a recycling cart to every residential household that is eligible for garbage service. In order for the City to receive the maximum grant amount, each house will need to utilize carts for recycling.

The total budget for the project is \$355,200, which includes \$344,000 for the acquisition, assembly, and distribution of RFID Enabled Carts and \$11,200 for education and outreach. The EGLE Recycling Infrastructure Grant and the Recycling Partnership Residential Recycling Cart Grant will provide \$251,000 and \$93,000 for the carts, respectively. The Recycling Partnership Residential Recycling Cart Grant will also provide \$6,200 for education and outreach and the remaining \$5,000 in the education budget will come from the existing City Solid Waste Fund budget. Grant proceeds are paid on a reimbursement basis, meaning that grantees must make the initial purchases. The grant stipulates that the carts must be provided at no cost to residents other than standard solid waste or recycling service taxes or fees.

Increased recycling cart distribution has shown to increase the quality and quantity of recycling and vastly increase recycling participation in general. The carts eliminate litter issues stemming from open top recycling containers and create greater efficiencies for collection.

If approved, cart distribution will be scheduled for the fall.

FISCAL EFFECT:

None. The recycling expansion will be reimbursed by grant proceeds.

RECOMMENDATION:

Accept the Michigan Department of Environment, Great Lakes and Energy (EGLE) – Recycling Infrastructure grant and the Recycling Partnership – Residential Curbside Recycling Cart grant, and authorize the City Manager or her designee to sign the grant agreements.

ALTERNATIVES:

As determined by the City Commission.

ATTACHMENTS:

Description

- ▣ EGLE Recycling Infrastructure Grant Agreement
- ▣ Recycling Partnership Grant Agreement



**RECYCLING AND ORGANICS INFRASTRUCTURE GRANT AGREEMENT
BETWEEN THE
MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY
AND CITY OF MARQUETTE**

This Grant Agreement ("Agreement") is made between the Michigan Department of Environment, Great Lakes, and Energy (EGLE), Materials Management Division ("State"), and City of Marquette ("Grantee").

The purpose of this Agreement is to provide funding in exchange for work to be performed for the project named below. Legislative appropriation of Funds for grant assistance is set forth in Public Act No: 0166 of 2020. This Agreement is subject to the terms and conditions specified herein.

Project Name: Curbside Recycling Carts
Amount of grant: \$251,000.00
Amount of match: \$93,000.00 = 27%
Start Date (date executed by EGLE): _____

Project #: _____
% of grant state 100 / % of grant federal 0
Project Total: \$344,000.00 (grant plus match)
End Date: September 30, 2023

GRANTEE CONTACT:

Scott Cambensy, DPW Director

Name/Title

City of Marquette

Organization

1100 Wright Street

Address

Marquette, MI 49855

Address

906-225-8977

Telephone number

Fax number

scambensy@marquettemi.gov

E-mail address

38-6004521

Federal ID number – (Required for Federal Funding)

074776063

Grantee DUNS number - (Required for Federal Funding)

STATE'S CONTACT:

Tracy Purrenhage, Recycling Specialist

Name/Title

Materials Mgt. Division/Saginaw Bay District Office

Division/Bureau/Office

401 Ketchum St., Suite B

Address

Bay City, MI 48708

Address

517-282-2390

Telephone number

Fax number

PurrenhageT@Michigan.gov

E-mail address

The individuals signing below certify by their signatures that they are authorized to sign this Agreement on behalf of their agencies and that the parties will fulfill the terms of this Agreement, including any attached appendices, as set forth herein.

FOR THE GRANTEE:

Signature

Date

Name/Title

FOR THE STATE:

Signature

klg 02/16/22

Date

Elizabeth M. Browne, Director, Materials Management Division

Name/Title

I. PROJECT SCOPE

This Agreement and its appendices constitute the entire Agreement between the State and the Grantee and may be modified only by written agreement between the State and the Grantee.

(A) The scope of this project is limited to the activities specified in Appendix A and such activities as are authorized by the State under this Agreement. Any change in project scope requires prior written approval in accordance with Section III, Changes, in this Agreement.

(B) By acceptance of this Agreement, the Grantee commits to complete the project identified in Appendix A within the time period allowed for in this Agreement and in accordance with the terms and conditions of this Agreement.

II. AGREEMENT PERIOD

Upon signature by the State, the Agreement shall be effective from the Start Date until the End Date on page 1. The State shall have no responsibility to provide funding to the Grantee for project work performed except between the Start Date and the End Date specified on page 1. Expenditures made by the Grantee prior to the Start Date or after the End Date of this Agreement are not eligible for payment under this Agreement.

III. CHANGES

Any changes to this Agreement [other than budget line-item revisions less than 10 percent of the budget line item shall be requested by the Grantee or the State in writing and implemented only upon approval in writing by the State. The State reserves the right to deny requests for changes to the Agreement or to the appendices. No changes can be implemented without approval by the State.

IV. GRANTEE DELIVERABLES AND REPORTING REQUIREMENTS

The Grantee shall submit deliverables and follow reporting requirements specified in Appendix A of this Agreement.

(A) The Grantee must complete and submit quarterly financial and/or progress reports according to a form and format prescribed by the State and must include supporting documentation of eligible project expenses. These reports shall be due according to the following:

Reporting Period	Due Date
January 1 – March 31	April 30
April 1 – June 30	July 31
July 1 – September 30	Before October 15*
October 1 – December 31	January 31

*Due to the State's year-end closing procedures, there will be an accelerated due date for the report covering July 1 – September 30. Advance notification regarding the due date for the quarter ending September 30 will be sent to the Grantee. If the Grantee is unable to submit a report in early October for the quarter ending September 30, an estimate of expenditures through September 30 must be submitted to allow the State to complete its accounting for that fiscal year.

The forms provided by the State shall be submitted to the State's contact at the address on page 1. All required supporting documentation (invoices, proof of payment, etc.) for expenses must be included with the report.

(B) The Grantee shall provide a final project report in a format prescribed by the State.

The Grantee shall submit the final status report, including all supporting documentation for expenses, along with the final project report and any other outstanding products within 30 days from the End Date of the Agreement.

(C) All products shall acknowledge that the project was supported in whole or in part by Recycling Program, EGLE, per the guidelines provided by the program.

(D) If 15 percent (15%) or more of the grant amount is expended in a single quarter, payment requests may be submitted once monthly during that quarter.

V. GRANTEE RESPONSIBILITIES

(A) The Grantee agrees to abide by all applicable local, state, and federal laws, rules, ordinances, and regulations in the performance of this grant.

(B) All local, state, and federal permits, if required, are the responsibility of the Grantee. Award of this grant is not a guarantee of permit approval by the State.

(C) The Grantee shall be solely responsible to pay all applicable taxes and fees, if any, that arise from the Grantee's receipt or execution of this grant.

(D) The Grantee is responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services submitted to the State under this Agreement. The Grantee shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in drawings, designs, specifications, reports, or other services.

(E) The State's approval of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve the Grantee of responsibility for the technical adequacy of the work. The State's review, approval, acceptance, or payment for any of the services shall not be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

(F) The Grantee acknowledges that it is a crime to knowingly and willingly file false information with the State for the purpose of obtaining this Agreement or any payment under the Agreement, and that any such filing may subject the Grantee, its agents, and/or employees to criminal and civil prosecution and/or termination of the grant.

VI. USE OF MATERIAL

Unless otherwise specified in this Agreement, the Grantee may release information or material developed under this Agreement, provided it is acknowledged that the State funded all or a portion of its development.

The State, and federal awarding agency, if applicable, retains a royalty-free, nonexclusive and irrevocable right to reproduce, publish, and use in whole or in part, and authorize others to do so, any copyrightable material or research data submitted under this grant whether or not the material is copyrighted by the Grantee or another person. The Grantee will only submit materials that the State can use in accordance with this paragraph.

VII. ASSIGNABILITY

The Grantee shall not assign this Agreement or assign or delegate any of its duties or obligations under this Agreement to any other party without the prior written consent of the State. The State does not assume responsibility regarding the contractual relationships between the Grantee and any subcontractor.

VIII. SUBCONTRACTS

The State reserves the right to deny the use of any consultant, contractor, associate, or other personnel to perform any portion of the project. The Grantee is solely responsible for all contractual activities performed under this Agreement. Further, the State will consider the Grantee to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated Grant. All subcontractors used by the Grantee in performing the project shall be subject to the provisions of this Agreement and shall be qualified to perform the duties required.

IX. NON-DISCRIMINATION

The Grantee shall comply with the Elliott Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 *et seq.*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 *et seq.*, and all other federal, state, and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position. The Grantee agrees to include in every subcontract entered into for the performance of this Agreement this covenant not to discriminate in employment. A breach of this covenant is a material breach of this Agreement.

X. UNFAIR LABOR PRACTICES

The Grantee shall comply with the Employers Engaging in Unfair Labor Practices Act, 1980 PA 278, as amended, MCL 423.321 *et seq.*

XI. LIABILITY

(A) The Grantee, not the State, is responsible for all liabilities as a result of claims, judgments, or costs arising out of activities to be carried out by the Grantee under this Agreement, if the liability is caused by the Grantee, or any employee or agent of the Grantee acting within the scope of their employment or agency.

(B) Nothing in this Agreement should be construed as a waiver of any governmental immunity by the Grantee, the State, its agencies, or their employees as provided by statute or court decisions.

XII. CONFLICT OF INTEREST

No government employee, or member of the legislative, judicial, or executive branches, or member of the Grantee's Board of Directors, its employees, partner agencies, or their families shall benefit financially from any part of this Agreement.

XIII. ANTI-LOBBYING

If all or a portion of this Agreement is funded with federal funds, then in accordance with 2 CFR 200, as appropriate, the Grantee shall comply with the Anti-Lobbying Act, which prohibits the use of all project funds regardless of source, to engage in lobbying the state or federal government or in litigation against the State. Further, the Grantee shall require that the language of this assurance be included in the award documents of all subawards at all tiers.

If all or a portion of this Agreement is funded with state funds, then the Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of lobbying as defined in the State of Michigan's lobbying statute, MCL 4.415(2).

“‘Lobbying’ means communicating directly with an official of the executive branch of state government or an official in the legislative branch of state government for the purpose of influencing legislative or administrative action.” The Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of litigation against the State. Further, the Grantee shall require that language of this assurance be included in the award documents of all subawards at all tiers.

XIV. DEBARMENT AND SUSPENSION

By signing this Agreement, the Grantee certifies that it has checked the federal debarment/suspension list at www.SAM.gov to verify that its agents, and its subcontractors:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or the state.
- (2) Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, as defined in 45 CFR 1185; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- (3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in subsection (2).
- (4) Have not within a three-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.
- (5) Will comply with all applicable requirements of all other state or federal laws, executive orders, regulations, and policies governing this program.

XV. AUDIT AND ACCESS TO RECORDS

The State reserves the right to conduct a programmatic and financial audit of the project, and the State may withhold payment until the audit is satisfactorily completed. The Grantee will be required to maintain all pertinent records and evidence pertaining to this Agreement, including grant and any required matching funds, in accordance with generally accepted accounting principles and other procedures specified by the State. The State or any of its duly authorized representatives must have access, upon reasonable notice, to such books, records, documents, and other evidence for the purpose of inspection, audit, and copying. The Grantee will provide proper facilities for such access and inspection. All records must be maintained for a minimum of [five] years after the final payment has been issued to the Grantee by the State.

XVI. INSURANCE

(A) The Grantee must maintain insurance or self-insurance that will protect it from claims that may arise from the Grantee's actions under this Agreement.

(B) The Grantee must comply with applicable workers' compensation laws while engaging in activities authorized under this Agreement.

XVII. OTHER SOURCES OF FUNDING

The Grantee guarantees that any claims for reimbursement made to the State under this Agreement must not be financed by any source other than the State under the terms of this

Agreement. If funding is received through any other source, the Grantee agrees to delete from Grantee's billings, or to immediately refund to the State, the total amount representing such duplication of funding.

XVIII. COMPENSATION

(A) A breakdown of costs allowed under this Agreement is identified in Appendix A. The State will pay the Grantee a total amount not to exceed the amount on page 1 of this Agreement, in accordance with Appendix A, and only for expenses incurred and paid. All other costs necessary to complete the project are the sole responsibility of the Grantee.

(B) Expenses incurred by the Grantee prior to the Start Date or after the End Date of this Agreement are not allowed under the Agreement, unless otherwise specified in Appendix A.

(C) The State will approve payment requests after approval of reports and related documentation as required under this Agreement.

(D) The State reserves the right to request additional information necessary to substantiate payment requests.

(E) Payments under this Agreement may be processed by Electronic Funds Transfer (EFT). The Grantee may register to receive payments by EFT at the SIGMA Vendor Self Service web site (<https://sigma.michigan.gov/webapp/PRDVSS2X1/AltSelfService>).

(F) An amount equal to 5 percent of the grant award will be withheld by the State until the project is completed in accordance with Section XIX, Closeout, and Appendix A.

(G) The Grantee is committed to the match percentage on page 1 of the Agreement, in accordance with Appendix A. The Grantee shall expend all local match committed to the project by the End Date on page 1 of the Agreement.

XIX. CLOSEOUT

(A) A determination of project completion, which may include a site inspection and an audit, shall be made by the State after the Grantee has met any match obligations, satisfactorily completed the activities, and provided products and deliverables described in Appendix A.

(B) Upon issuance of final payment from the State, the Grantee releases the State of all claims against the State arising under this Agreement. Unless otherwise provided in this Agreement or by State law, final payment under this Agreement shall not constitute a waiver of the State's claims against the Grantee.

(C) The Grantee shall immediately refund to the State any payments in excess of the costs allowed by this Agreement.

XX. CANCELLATION

This Agreement may be canceled by the State, upon 30 days written notice, due to Executive Order, budgetary reduction, other lack of funding, upon request by the Grantee, or upon mutual agreement by the State and Grantee. The State may honor requests for just and equitable compensation to the Grantee for all satisfactory and eligible work completed under this Agreement up until 30 days after written notice, upon which time all outstanding reports and documents are due to the State and the State will no longer be liable to pay the grantee for any further charges to the grant.

XXI. TERMINATION

(A) This Agreement may be terminated by the State as follows.

(1) Upon 30 days written notice to the Grantee:

- a. If the Grantee fails to comply with the terms and conditions of the Agreement, or with the requirements of the authorizing legislation cited on page 1, or the rules promulgated thereunder, or other applicable law or rules.
- b. If the Grantee knowingly and willingly presents false information to the State for the purpose of obtaining this Agreement or any payment under this Agreement.
- c. If the State finds that the Grantee, or any of the Grantee's agents or representatives, offered or gave gratuities, favors, or gifts of monetary value to any official, employee, or agent of the State in an attempt to secure a subcontract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Agreement.
- d. If the Grantee or any subcontractor, manufacturer, or supplier of the Grantee appears in the register of persons engaging in unfair labor practices that is compiled by the Michigan Department of Licensing and Regulatory Affairs or its successor.
- e. During the 30-day written notice period, the State shall withhold payment for any findings under subparagraphs a through d, above and the Grantee will immediately cease charging to the grant and stop earning match for the project (if applicable).

(2) Immediately and without further liability to the State if the Grantee, or any agent of the Grantee, or any agent of any subcontract is:

- a. Convicted of a criminal offense incident to the application for or performance of a State, public, or private contract or subcontract;
- b. Convicted of a criminal offense, including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees;
- c. Convicted under State or federal antitrust statutes; or
- d. Convicted of any other criminal offense that, in the sole discretion of the State, reflects on the Grantee's business integrity.
- e. Added to the federal or state Suspension and Debarment list.

(B) If a grant is terminated, the State reserves the right to require the Grantee to repay all or a portion of funds received under this Agreement.

XXII. IRAN SANCTIONS ACT

By signing this Agreement, the Grantee is certifying that it is not an Iran linked business, and that its contractors are not Iran linked businesses, as defined in MCL 129.312.

PROJECT-SPECIFIC REQUIREMENTS – APPENDIX A

GRANT PROJECT SCOPE

The scope of this project is outlined in the Grantee's Project Summary, Workplan, Timeline and Budget which is included in this Agreement in Appendix B. The grantee shall adhere to the budget, tasks, deliverables, and timeline identified in Appendix B.

GRANT REIMBURSEMENT PROCESS

The Grantee is responsible for the payment of all eligible costs necessary to complete the project. The Grantee shall submit reimbursement requests to the State which specify the time period covered by the reimbursement request and the payments made by the Grantee during the time period. Grant reimbursements will be for up to 80 percent of the documented purchase expenditures, not to exceed the awarded grant amount, less a 5 percent retention amount that will be released upon approval of the final report. The final report is due six months after the infrastructure item(s) have been purchased, installed, and/or constructed, but no later than September 29, 2024. Grantees must agree to supply data related to the project for up to five years from the project end date as requested by EGLE.

All grants are paid through a reimbursement process. All grantees will submit proof of payment (i.e., canceled checks, ACH, wire transfer confirmations, bank statements, etc.) and proof of receipt of goods to EGLE proving that the vendor has been paid prior to receiving reimbursement from the grant program. Reimbursement must be requested in conjunction with required, quarterly progress reports. Total payment made to the Grantee by the State shall not exceed the amount identified in this grant agreement. Any costs associated with the project that exceed the awarded grant amount shall be the responsibility of the Grantee. Reimbursement forms will be available on the EGLE's Recycling Program website located at Michigan.gov/MiRecycles.

The Grantee is responsible for ensuring that all partner entities fulfill their commitments under the grant proposal.

The Grantee is responsible for ensuring that all products requiring reimbursement acknowledge that the project was supported in whole or in part by the EGLE Recycling Grant Program.

RECAPTURE

The Grantee is hereby notified and hereby acknowledges that the Grant is subject to recapture and that the Grantee will incur an obligation to repay the Grant (the "Recapture Obligation") immediately, in full, if:

- a. it fails to comply with the entirety of the grantee's grant application attached, including all budget, tasks and timeline;
- b. it sells, exchanges, or disposes of any equipment described in this Agreement without the Grantor's written approval; or
- c. the State of Michigan determines that there has been a default under the Agreement and seeks reimbursement.

In the event that the Grantee becomes liable for a Recapture Obligation, it shall satisfy the Recapture Obligation within the time specified in the written notice thereof to the Grantee by the Grantor.

The Grantee's obligation under this sub-section shall survive five years beyond the term of this Agreement.

REPORTING REQUIREMENTS

The Grantee shall comply with all reporting requirements of the State during the Agreement Period. A reporting calendar can be found in Section IV of the boilerplate agreement language.

QUARTERLY REPORTS

The Grantee shall submit the final quarterly status and financial report, including all supporting documentation for expenses, by September 30, 2023.

Quarterly progress and financial reports must be submitted at least every three months during the Agreement Period, even if no funds were expended. Provide the following narrative using the numbers and headings listed below:

I. SUMMARY OF ACTIONS TAKEN DURING THE CURRENT PERIOD

- A. Describe the tasks completed and how project funds were expended during the time period covered by the report. If no funds were expended during the current period, include a statement to that effect, along with an explanation and a description of tasks completed during the period.
- B. If any products were developed during the time period covered by the report, include a copy of the products with the report.

II. SUMMARY OF ACCOMPLISHMENTS DURING THIS PERIOD

- A. Goals and objectives as set forth in the grant application and grant contract. List the project's stated goals and objectives and describe how the project is meeting them.
- B. Additional project accomplishments not included in original project goals and objectives.
- C. Project data: Provide any data collected during the current period, as described in the grant application incorporated with this contract. Attach available documentation which supports the data. If the data provided covers a previous reporting period, specify the dates which the data is from.

III. SUMMARY OF REMAINING ACTIONS TO BE TAKEN

- A. Describe the remaining tasks to be completed and indicate whether or not these tasks will be completed within the approved project schedule. For tasks which will not be completed within the approved project schedule, discuss the reasons for the delay and provide the revised task completion date.

IV. PROBLEMS ENCOUNTERED DURING THIS PERIOD

- A. Identify any problems encountered during the current reporting period and explain how they were resolved. Describe the impact these problems have had or will have on project design, completion, and operations. If at any time the Grantee becomes aware that any materials collected or processed in association with grant purchases are being disposed, the Grantee must immediately notify EGLE and must document the issue in the next quarterly report. The Grantee must also submit for EGLE review the steps that will be taken to address the issue and the expected timeframe for resolution.

V. ADDITIONAL COMMENTS

- A. Provide any additional comments relevant to the status of the project and its operations.

VI. FINANCIAL DOCUMENTATION

- A. Provide required documentation for funds expended during the reporting period, including proof of payment and proof of receipt of goods.

FINAL PROJECT REPORT

The purpose of the final project report is to provide the State with data on your project and a narrative discussion about your project, including an evaluation of the project to date. The final report is due six months after the infrastructure item(s) have been purchased and/or constructed, but no later than September 29, 2024. Retained funds will be forfeited by the Grantee if the final report is not accepted.

Identify the time period covered by the final project report. Provide the following narrative information using the numbers and headings listed below:

I. PROJECT DESCRIPTION

- A. Provide a description of the project funded.
 - i. Provide a 4-5 sentence summary of the project.
 - ii. Include any news articles and/or photographs as appropriate.
 - iii. Include the date project operations began and a discussion of the current status of project operations.
- B. List and explain the steps involved in completing the project, from planning through implementation to ongoing operations. Include the dates of major project activities and events.
- C. List and discuss other entities (e.g., companies, nonprofit groups, local units of government) that played a role in planning and implementing the project and briefly describe their role. Describe any formal agreements that were entered into as a part of project implementation.

II. PROJECT DATA

- A. Diversion rate, participation rate, and geographical area.
 - i. For the time period covered by this report, provide the quantity of recyclable or organic materials diverted, in tons or cubic yards /time period. Specify which recyclable or organic materials are included in this reported volume. Describe the methods for measuring these quantities.
 - ii. Provide diversion rates prior to the grant project, if known.
 - iii. For the time period covered by this report, provide information on the number of people and/or number of households/units served by the project. Describe the methods for measuring these numbers.
 - iv. Provide information on the number of people and/or number of households/units served prior to the grant project, if known.
 - v. For the time period covered by this report, provide information on the geographical area served by the project.
 - vi. Provide previous information on the geographical area served by the program prior to the current grant project.
- B. Provide the following information for all education and outreach activities related to the grant project, as applicable:
 - i. Types of groups (audience) targeted.
 - ii. Types of promotional materials developed.
 - iii. Methods used to distribute information or materials.
 - iv. Planned/future educational efforts.

III. PROJECT COSTS: Provide the following information regarding costs required to implement the project:

- A. Provide the dollar amounts and a description of all program related capital costs which have been incurred during the time period covered by this report. Identify the specific dates these costs were incurred.
- B. For the time period covered by this report, provide the dollar amounts and a description of all additional costs (beyond match) required to complete the project. Identify the specific dates these costs were incurred.
- C. For the time period covered by this report, provide the dollar amount and a description of the costs needed to operate the project.
- D. Describe the funding mechanisms utilized to operate and maintain the project activities.

IV. PROJECT EVALUATION

- A. Goals and Objectives. Summarize each of the project's goals and objectives as stated in your original proposal. Discuss (in both narrative and numerical terms) how well you are meeting each goal and objective. For each goal or objective that is not being met, discuss why.
 - i. If the project goals and objectives have changed from those that were originally established, discuss how and why. Also, discuss how these changes have impacted the final project.
 - ii. Recovery/Access/Participation Goals: As a part of the above discussion of project goals and objectives, identify the increase in either volume collected (in tons or cubic yards per year) by material type, or geographical access/population served that the project is currently achieving. If the project is not meeting its goals, provide a discussion on why these goals are not being met. Also, indicate what steps you are taking in order to meet the stated goals in the future, and provide a timeframe for meeting these goals.
- B. Discuss any project accomplishments not included in the project's original goals and objectives.
- C. Discuss the economic impact the project has had on the local economy. Include information on new jobs created and sustained and any other relevant economic information.
- D. List and describe all significant problems encountered during project implementation, including any cost overruns, institutional barriers, local issues, etc. Describe how the problems were addressed and resolved. Describe any impact these problems had in project design, implementation and/or ongoing operations.
- E. Describe the most successful components of the project and explain why you think they are successful.
- F. Describe the least successful components of the project and explain why you think they are not successful.
- G. Lessons Learned. Discuss any conclusions you have made about the technical and economic feasibility of carrying out a similar project. Identify what you would do differently if you were to carry out a similar project, and why.
- H. Provide a description of the motivation for pursuing this grant opportunity and how the need for the project was identified.

V. ADDITIONAL COMMENTS

- A. Provide any additional information relevant to the status of the project and its operations.
- B. Provide a description of opportunities that you may have identified after implementing this grant.

The quarterly and final project report must be signed by the authorized contact person for the project. Indicate any name, address or telephone number changes for the contact person and/or the project.

Submit the quarterly and final project reports to the attention of the State's contact at the following email address:

EGLE-RecyclingGrant@michigan.gov

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APPENDIX B

WORKPLAN, TIMELINE, BUDGET (FINANCIAL STATUS REPORT)

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1. PROJECT SUMMARY

The City of Marquette will provide 96-gallon curbside recycling carts to all single-family residences (6,100 households and 100 businesses), in place of the resident-provided containers currently in use.

Transitioning to curbside carts is a best management practice for residential recycling programs. The current City of Marquette program does not have bins provided through the municipality and residents have been left to procure their own containers, leading to inconsistencies, limited participation in the program, barriers to participation to those with limited mobility, paper and cardboard getting wet, and materials blowing out of open-top containers.

This project supports a previous EGLE grant project, a recycling processing facility established by the Marquette County Solid Waste Management Authority in order to create a hub-and-spoke system throughout the underserved Upper Peninsula region.

This project will be evaluated based on resident participation, tonnage collected, resident contact, and any other data that impacts the project both adversely and beneficially. In addition to EGLE required reporting, program data will be reported utilizing the RETRAC Municipal Measurement Program as required by The Recycling Partnership's cart grant program.

An additional goal of this project is to reduce the amount of litter in the City caused by recycling blowing from the open-top containers.

Name	Title	Responsibility	Email	Phone
Scott Cambensy	DPW Director	Grant project, reporting	scambensy@marquettetmi.gov	906-225-8977

2. WORKPLAN and TIMELINE

EGLE Grant Execution – *February 2022*

TRP Grant Award Notification of Award – *February 2022*

Set up procurement process with cart vendor – *March 2022*

Sign a grant contract with TRP – *March - April 2022*

Select a cart vendor – *April 2022*

Begin planning education and outreach campaign with TRP – *May 2022*

Begin public education and outreach campaign – *June/July 2022*

Confirm Community Address List – *July 2022*

Delivery of Carts – *September/October 2022*

Initiate Community Contamination Minimization Plan – *October 2022*

Measure Progress/Evaluate Set Out Rates/Evaluate Contamination Minimization – *Ongoing after carts in place.*



MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY
MATERIALS MANAGEMENT DIVISION
RECYCLING PROGRAM
FINANCIAL STATUS REPORT

Grantee / Vendor Name: City of Marquette

Vendor Number: CV0047620

Project Name: Recycling Cart Transition

Grant Given Number:

Contract Date From: To: 9/30/2023

Contact Name: Scott Cambensy Contact Number: 906-225-8977

Contact Email: scambensy@marquettemi.gov

INFRASTRUCTURE ITEM	Budget Line Number	Amount
Curbside Recycling Carts; Shipping; Assembled; Delivered	1	\$ 344,000
Task Subtotal		\$ 344,000

PROJECT BUDGET

Total \$ 344,000

MATCH BUDGET

Percentage

Total 27% \$ 93,000

GRANT BUDGET

Total \$ 251,000

RECYCLING PARTNERSHIP GRANT AGREEMENT

This Grant Agreement is hereby made and entered into on the last date of execution below (“Effective Date”), by and between The Recycling Partnership, Inc. (“The Partnership”) and City of Marquette, Michigan (“Grantee”), which are referred to collectively herein as the “Parties” and individually as a “Party.”

- 1. Grant Agreement Documents; Entire Agreement:** This Grant Agreement consists of this document and its attachments: (a) Terms and Conditions (Attachment A), and (b) Work Plan (Attachment B). This Grant Agreement comprises the entire agreement between the Parties and supersedes any and all previous and contemporaneous agreements and representations, whether oral or written.
- 2. Term:** The Grant Agreement shall be effective during the Grant Period, which begins on the Effective Date and ends on November 30, 2023 unless the Parties agree to amend the Grant Agreement as provided in Paragraph 8.
- 3. Grantee’s Duties:** Subject to Paragraph 10 hereof, the Grantee shall take reasonable and appropriate steps to substantially complete the Work Plan as set out in Attachment B and under the conditions set forth in Attachment A.
- 4. Duties of Partnership and Grantee:** The Partnership shall make cash grants to the Grantee in an amount not to exceed NINETY-NINE THOUSAND TWO HUNDRED DOLLARS (\$99,200) to support the purchase of recycling carts and educational and outreach efforts with the goal of improving and enhancing Grantee’s residential curbside recycling program (“Cash Grants”). The details of the Cash Grants and the anticipated costs and expenditures associated with this grant project are detailed in the section f, Project Budget and Grant Funding, of Attachment B.

In addition to the Cash Grants, during the Grant Period The Partnership shall also provide the Grantee with access to resources, Partnership staff time, and other in-kind services with an estimated value of ONE HUNDRED TWENTY FIVE THOUSAND DOLLARS (\$125,000). The purpose of these in-kind services is to support the Grantee’s public recycling program through the provision of technical support for strategic planning, program assessment, and recycling education and outreach including graphic design customization. The amounts set forth below represent The Partnership’s intended distribution of

in-kind resources to the Grantee.

Description of In-Kind Resources from The Recycling Partnership	Projected Value
Access to Recycling Partnership educational campaign materials	Up to \$100,000
Dedicated technical assistance and outreach campaign design support from Partnership staff	Up to \$25,000
Total projected value of in-kind assistance and support	Up to \$125,000

In exchange for the Cash Grants and in-kind resources from The Partnership, the Grantee will (i) commit staff time and resources for the planning and implementation of the project that is the subject of this Grant Agreement, including producing and distributing educational materials, conducting recycling program operations, supporting research and program analysis, and providing additional support as the project requires in the Work Plan as set out in Attachment B, and under the conditions set forth in Attachment A.

Subject to Paragraph 10 hereof, the Grantee will take reasonable and appropriate steps to substantially complete the Work Plan in accordance with the Anticipated Implementation Timeline described in the Work Plan.

5. Distribution Provisions: The Partnership shall distribute Cash Grants to the Grantee to reimburse the Grantee for actual allowable expenditures the Grantee has made or otherwise incurred during the Grant Period. An allowable expenditure is one associated with work performed or goods or services acquired to complete the Work Plan as set out in Attachment B as determined by The Partnership in its sole and absolute discretion. Excluding the final Cash Grant, The Partnership shall make such distributions to the Grantee within thirty (30) days of receiving from the Grantee invoices prepared as described in Paragraph 6 hereof documenting allowable expenditures. Total Cash Grants from The Partnership will not exceed ninety percent (90%) of reimbursable costs until the submittal of a final project report; the remaining ten percent (10%) of reimbursable expenses shall be paid upon final report submittal. Cash Grants may be distributed to the Grantee by check or direct deposit, as the Grantee and The Partnership shall mutually agree prior to the distribution of a Cash Grant.

6. Invoices: As described in section v, Reimbursement, of Attachment A, the Grantee shall submit reimbursement requests to The Partnership, which shall include copies of invoices for allowable expenditures for which the Grantee is seeking reimbursement. The Grantee's final invoices must be received by The Partnership with the Grantee's Final Report, as described in section u, Reporting and Additional Post Award Requirements, of Attachment A. With respect to all invoices submitted to The Partnership, the Grantee shall provide reasonable and appropriate evidence for The Partnership to determine the actual amounts paid by the Grantee for work and services associated with allowable expenditures, and documentation that provides evidence of payment by the Grantee for all allowable expenditures submitted. In addition to supporting documentation, the Grantee shall provide a summary

of the expenses paid by the Grantee in a table or spreadsheet outlining the expense, vendor, and the purpose of the expense. Upon delivery of such invoices and documentation, the Grantee will then be eligible for reimbursement of up to ninety percent (90%) of the amount of the Cash Grants to be provided by The Recycling Partnership for allowable expenditures and with the final ten percent (10%) available as detailed in Paragraph 5 above.

7. Grant Contacts: Contacts for purposes of this Grant Agreement are set forth below.

Partnership Chief Community Strategy Officer:	Partnership Project Manager:	Grantee Project Manager:
Cody Marshall Telephone: (919) 612-7127 Email: cmarshall@recyclingpartnership.org	Cassandra Ford, Community Program Manager Telephone: (785) 440-4048 Email: cford@recyclingpartnership.org	Scott Cambensy, Director of Public Works Telephone: (906) 225-8977 Email: scambensy@marquettemi.gov

8. Changes, Amendments, and COVID-19 Matters: Any change to this Grant Agreement that increases or decreases the amount of the Cash Grants is not effective until approved in writing by the Chief Community Strategy Officer of The Partnership and the Grantee. This Grant Agreement may be amended only in a writing signed by both of the Parties.

As of the Effective Date, each Party intends to undertake all activities detailed in the Grant Agreement. The Parties, however, recognize the uncertainties caused by the COVID-19 pandemic and resulting public health emergency (“Health Emergency”) may impact their respective performance hereunder. The Grantee plans to meet all Grantee funded activities in the Grant Agreement and will undertake all reasonable good faith efforts to do so; however, the Grantee cannot guarantee resources will be available. Similarly, The Partnership plans to meet all of its obligations hereunder and will undertake all reasonable good faith efforts to do so; however, The Partnership cannot guarantee that the Health Emergency will not impact its performance hereunder. By way of illustration, but not limitation, The Partnership has adopted various safety protocols, which are intended to ensure that services conducted by third party vendors can be performed safely and which may be more stringent than applicable local, state and/or federal rules, regulations and/or guidelines and/or Centers for Disease Control and Prevention (“CDC”) and/or World Health Organization (“WHO”) recommendations related to the Health Emergency. Such safety protocols adopted by The Partnership may require that one or more of the activities contemplated herein be suspended and/or terminated. Moreover, one or more third-party vendors may be unable to provide services as contemplated hereunder due to local, state and/or federal social distancing rules, regulations and/or guidelines or CDC and/or WHO recommendations, or if operational impacts due to the Health Emergency make it not feasible for one or more of such services to be conducted by such vendor. Furthermore, due to social distancing guidelines and other operational impacts related to the Health Emergency, the Grantee cannot guarantee that all activities in the Grant Agreement will be feasible. If either Party or a third-party vendor is unable to meet its responsibilities

under the Grant Agreement, or if operational impacts due to the Health Emergency do not make activities of a Party or a third-party vendor set out in the Grant Agreement feasible, such Party or The Partnership on behalf of a third-party vendor, as the case may be, will immediately notify the other Party in writing. At such time, The Partnership can terminate the Grant Agreement or the Parties can mutually agree to modify this Grant Agreement. If the Grant Agreement is terminated by The Partnership, all reimbursable expenses incurred by the Grantee up to the termination date and incurred in good faith to fulfill the Grantee's obligations hereunder may be reimbursed to the Grantee by The Partnership pursuant to Paragraph 5 hereof.

9. Signature Warranty: Each of the undersigned represents and warrants that he or she is authorized to execute this Grant Agreement.

10. Appropriations Limitation: All expenditures and other performance by the Grantee under this Grant Agreement are subject to appropriations by the City Commission of the Grantee. Consequently, this Grant Agreement shall bind the Grantee only to the extent the Grantee appropriates sufficient funds for the Grantee to perform its obligations hereunder.

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The parties have executed this Grant Agreement as of the Effective Date.

The Recycling Partnership, Inc.

By: _____

Rob Taylor, Director of Grants and Community Development

DATE: _____

City of Marquette, Michigan

By: _____

Jennifer A. Smith, Mayor

DATE: _____

By: _____

Kyle Whitney, Clerk

DATE: _____

Approved as to Content

Approved as to Form

Karen M. Kovacs, City Manager

Suzanne C. Larsen, City Attorney

Attachment A: Terms and Conditions

a. Termination: Either Party may terminate the Grant Agreement in writing with thirty (30) days' notice to the other Party. If the Grantee fails to substantially fulfill its obligations under this Grant Agreement in a timely and proper manner, The Partnership may provide written notice to the Grantee of its intent to terminate the Grant Agreement. Such notice shall specify the reasons for termination and allow the Grantee thirty (30) days to mitigate any specified reasons. If the Grantee fails to cure, as determined by The Partnership in its sole discretion, The Partnership may terminate this Grant Agreement by giving written notice to the Grantee of such termination and the effective date of such termination. In such event, the Grantee may receive Cash Grants equal to the total amount of actual allowable expenditures paid or entered into in good faith and subject to the other terms and conditions of this Grant Agreement that were incurred by the Grantee prior to receipt of a notice of termination from The Partnership and submitted for reimbursement within thirty (30) days of such receipt date in accordance with Paragraphs 5 and 6 of this Grant Agreement.

b. Notices: All notices required by the terms of this Grant Agreement to be sent to The Partnership must be delivered by email with a read receipt requested to cmarshall@recyclingpartnership.org with a copy to cford@recyclingpartnership.org.

All notices required by the terms of this Grant Agreement to be sent to the Grantee must be delivered by email with a read receipt requested to the Grantee's Project Manager, Scott Cambensy, at scambensy@marquettemi.gov.

c. Recycled Paper: The Partnership encourages the Grantee, if cost effective, to have all publications produced as a result of this Grant Agreement be printed double-sided on recycled-content paper with minimal thirty percent (30%) post-consumer recycled content.

d. Lobbying: The Grantee shall not use or appropriate any Cash Grant to carry on propaganda or otherwise attempt to influence legislation.

e. Compliance with Work Plan: The Grantee shall substantially adhere to the timeline and objectives detailed in the Work Plan as set out in Attachment B and strive to make sufficient progress toward fulfilling such timeline and objectives.

f. Extensions: The Partnership may grant extensions of time for the Grantee to perform its obligations hereunder, but such extensions are not guaranteed. If the Grantee desires an extension, the Grantee shall submit a written request to the Chief Community Strategy Officer of The Partnership at least sixty (60) days prior to the end of the Grant Period.

- g. Retroactive Costs:** Costs incurred before the Grant Period are not eligible for reimbursement unless approved in writing by the Chief Community Strategy Officer of The Partnership.
- h. Travel Expenses:** Cash Grants from The Partnership may not be used for travel expenses without prior written approval from the Chief Community Strategy Officer of The Partnership.
- i. Technical Assistance:** The Grantee agrees to work with The Partnership during the design, implementation and monitoring of the program improvements, both educational and operational, during the Grant Period.
- j. Collection Frequency:** The Grantee must provide residents with a recycling program under which recyclables are collected on a weekly or every other week basis. Collection frequency impacts cart size as follows:
- Weekly collection: minimum of 64+ gallon cart is required.
 - Every other week collection: 93+ gallon cart size is required.

The Grantee, at its discretion, may distribute carts that are smaller than required above but such carts will not be eligible for grant funding.

- k. Cart Distribution:** The Grantee must distribute carts for recycling collection free of additional charge to residents beyond standard monthly utility rate for waste and recycling services and in accordance with existing policies and procedures of the Grantee. Grant funding is limited to supporting the distribution of one (1) recycling cart to each eligible household.
- l. RFID (Radio Frequency Identification) Tags:** The Grantee must acquire and distribute carts with embedded RFID tags.
- m. Recycled Content Requirement:** The Grantee must acquire and distribute recycling carts that have been manufactured with a minimum of five percent (5%) residential post-consumer recycled plastic content based on the weight of the entire mass of the body, lid and wheels. To qualify as residential post-consumer content, the reclaimed plastic must have been generated by a household and collected for recycling by a curbside or drop-off recycling program. This content requirement cannot be met through the use of post-industrial plastics or plastic sourced from end-of-life carts or bins.
- n. Material Collection and Management of Recyclable Materials:** The Grantee shall provide a

listing of the materials currently accepted for recycling. After a review by The Partnership of recycling materials already accepted by the Grantee, the Grantee shall work with its Materials Recovery Facility (“MRF”), hauler (if applicable) and The Partnership and/or a contractor hired at The Partnership’s expense to evaluate the current mix of recycling materials collected residentially and consider the inclusion of other recyclable materials as appropriate in curbside collection.

The Parties agree that recyclable materials meeting reasonable contamination standards established by the Grantee and Grantee’s MRF operator that are collected for recycling by the program benefitted by Cash Grants made pursuant to this Grant Agreement will be delivered to a reputable processor for recycling and recovery. The Grantee shall work in good faith with The Partnership to address any issues related to the recycling and/or recovery of such materials with the goal that properly prepared recyclable materials collected by the Grantee’s program will be managed responsibly.

o. Educational Best Practices: When working with communities that are distributing recycling carts The Partnership utilizes a behavior change approach to recycling education that consists of three main components. The key three (3) behavior change educational components include: 1) a direct-to-resident information card/hanger informing them that carts are coming; 2) a kit of information delivered with the cart, which includes an acceptable materials information card/magnet/sticker, an introductory letter, service calendar, etc.; and 3) use of oops/congrats tags or other anti-contamination strategies to reinforce correct recycling behavior after carts have been delivered. At a minimum, The Partnership requires that Cash Grants allocated for education and outreach be used for the procurement of these key three (3) items unless otherwise agreed in writing by the Parties. To support an effective campaign, The Partnership encourages the Grantee to select at least two (2) additional awareness communication components, such as digital and/or print advertisements, festival/event kit, billboards, truck signage, etc. Finally, The Partnership requires the Grantee to update its website to communicate the basics of the cart roll out to its citizens and community and that such website include at a minimum a listing of acceptable materials and how to get additional information about the recycling collection schedule.

p. Publicity and Press Events: The Grantee may make information regarding this Grant Agreement and the associated grant project public at any time after the agreement has been fully executed and in a manner which it deems appropriate. This requirement is not intended to limit or otherwise restrict Grantee’s public information obligations or requirements, and is instead intended to allow the Parties to coordinate around public announcements about the project. Grantee agrees to cooperate with reasonable efforts by The Partnership to publicize the grant, including, but not limited to designating a suitable representative to appear on behalf of Grantee at publicity events, providing relevant and pertinent information to include in press releases and distributions, and responding as appropriate to relevant and pertinent press inquiries. The Partnership agrees to give reasonable notice to

the Grantee's Grant Contacts regarding any such publicity / press events.

q. Graphic Design Edits: The Partnership will work with the Grantee to customize educational materials to fit the needs of the Grantee's campaign in accordance with the timeline established by the Parties. The Grantee must give at least five (5) days' notice for any edits or changes to educational materials that are to be conducted by The Partnership. If the Grantee uses a third-party service provider for the design of education and outreach materials, The Partnership will cooperate with the third-party service provider by providing access to Partnership tools, artwork and images for use by such third-party provider. The Partnership will not, however, provide customized design services to such a third-party service provider. The Partnership will work with the Grantee on campaign materials and will provide two (2) rounds of edits to the graphic design of these materials. Additional rounds of editing on graphic design materials may be provided by mutual agreement between the Parties. The project timeline may be delayed if there are approval delays during the two rounds of edits. This may result in the extension of the deadline of project completion. It is a best practice to have one Grantee staff member serve as the point of contact for the Grantee and collect all approvals and edits to educational materials to give back to The Partnership for graphic design completion. Print buying and approvals are the sole responsibility of the Grantee.

r. Logo Usage: The Grantee shall use The Partnership logo with the phrase "Funded in part by" on all education materials associated with the project that is the subject of this Grant Agreement. When a Partnership project is funded by one or more other funders, then, in addition to The Partnership logo, such funders may also need to be acknowledged by the Grantee in communications materials with the "Funded in part by" language, and the use of one or more funder logos may be requested, with the final acknowledgment to be developed by mutual agreement between the Parties. Prior to finalization, The Partnership requires proof review of any campaign materials developed by the Grantee or a third party that uses campaign images, graphics or logos of The Partnership and any other funders. Upon presentation of materials for review, The Partnership agrees to review proofs and provide feedback within five (5) business days, or it shall lose the right to require the use of The Partnership logo, and the logos of any additional funders and associated use of the "Funded in part by" phrasing. The Partnership understands that under no circumstances may the Grantee appear to be endorsing or advertising on behalf of a private business.

s. Compliance with Patent, Trademark and Copyright Laws: The Parties agree that all work performed under this Grant Agreement shall comply with all applicable patent, trademark and copyright laws, rules, regulations and codes. The Parties further agree that neither will use any protected patent, trademark or copyright in performance of their respective work unless a Party has obtained proper permission and all releases and other necessary documents.

t. Electronic Signatures and Electronic Records: The Partnership consents to the use of electronic signatures by the Grantee. The Grant Agreement, and any other documents requiring a signature under the Grant Agreement, may be signed electronically by the Grantee in the manner specified by the Grantee. The Parties agree not to deny the legal effect or enforceability of the Grant Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Grant Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

u. Reporting and Additional Post-Award Requirements: The Grantee shall comply with reporting requirements, including:

- In order to establish a baseline for measurement of project success, the Grantee shall provide The Partnership with monthly waste and recycling tonnage data for at least the twelve (12) month period immediately before the project that is the subject of this Grant Agreement is initiated. If such data is not available, then Grantee agrees to work with The Partnership to help develop estimates for waste and recycling tonnage data for the baseline period.
- The Grantee shall deliver to The Partnership monthly waste and recycling data reports on a quarterly basis for the later of (i) through the end of the Grant Period as defined in Paragraph 2 of the Grant Agreement and (ii) one (1) calendar year beyond the date of the implementation of the project that is the subject of this Grant Agreement. Such reports shall be submitted electronically to The Partnership via a reporting system and format established by The Partnership.
- The Grantee shall establish an account with the Municipal Measurement Program (“MMP”) system for annual reporting. Reporting in the MMP system is free and involves entering annual tonnage data and answering questions about waste and recycling programs and services through a web-based analytical tool. The Grantee, upon finalization of this Grant Agreement, shall submit waste and recycling data about their most recently completed annual period into the MMP system, and to aid in the tracking of the long-term impacts of the work conducted, the Grantee commits to reporting annually in the MMP system for five (5) years following the term of this Grant Agreement.
- The Grantee shall submit to The Partnership for review a draft Final Report at least thirty (30) days prior to the end of the Grant Period. The Partnership will provide the required format for the Final Report and will provide feedback to the Grantee about the draft Final Report, including necessary changes and points of clarification, within fourteen (14) days of receipt of the draft Final Report, and a Final Report is required to be submitted within sixty (60) days of the end of the Grant Period.
- The Grantee shall submit to The Partnership documentation from the Grantee’s cart manufacturer providing assurance that the recycling carts have been manufactured with a minimum of five percent (5%) residential post-consumer recycled plastic content meeting the standard described in section m, Recycled Content Requirement.

- Additional reporting requirements may be included in Work Plan set out in Attachment B.

v. Reimbursement: As set out in Paragraph 5 of the Grant Agreement, Cash Grants will be distributed by The Partnership on a reimbursement basis. When seeking reimbursement for grant related expenditures, the Grantee must utilize the format provided by The Partnership. When submitting reimbursement requests, the Grantee must include a copy of any invoices or receipts for which the Grantee seeks reimbursement from The Partnership. All invoices should be accompanied by associated proof that the Grantee made payment for the invoices in question. Acceptable proof of payment includes copies of canceled checks or Grantee finance system reports showing that the payment was made.

The Partnership shall reimburse the Grantee for actual allowable expenditures with The Partnership retaining ten percent (10%) of the amount of the Cash Grants until all grant related activities are completed and all reports are received and accepted. The remaining ten percent (10%) of reimbursable expenses shall be paid upon completion of a satisfactory Final Report as described in section u, Reporting and Additional Post-Award Requirements.

The Partnership may withhold making Cash Grants if the Grantee does not meet its reporting obligations as set out in section u, Reporting and Additional Post-Award Requirements.

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Attachment B: Work Plan

a. Background: Grantee currently operates a curbside recycling program with collection and transportation of recyclables conducted by a Grantee-contracted vendor. This recycling program offers 18-gallon bins to all curbside eligible households, which number approximately 5,800, and runs on a weekly collection frequency. Residents currently have the option of renting 64-gallon or 95-gallon carts directly from the Grantee-contracted hauler, and Grantee estimates that at present approximately 3,000 households are presently using rented carts. Materials collected by this program are currently sent to the Marquette County Solid Waste Management Authority (MCSWMA) MRF in Marquette, Michigan. Grantee staff estimate that the curbside recycling program serving the Grantee's residents collects approximately 800 tons of recyclables annually.

In an effort to modernize the Grantee's curbside recycling collection program, the Grantee intends to distribute 64-gal recycling carts to all residential curbside-eligible households in its jurisdiction, thereby negating the need for residents to rent their own carts and ensuring that all served households have equitable access to cart-based collection. The purpose of this grant is to support the Grantee's implementation of cart-based curbside recycling in the fall of 2022.

b. Project Description: With the support of grant funding and assistance from The Partnership, the Grantee will distribute recycling carts to all eligible households within the Grantee's jurisdiction to implement weekly cart-based curbside recycling service that will be automatically available. The Grantee will distribute 64+-gallon recycling carts with the goal being to provide each curbside recycling household with one (1) recycling cart and to broadly adopt a uniformly sized recycling cart as the standard while accommodating those households and citizens with special needs. In addition, with support from The Partnership, the Grantee will implement a jurisdiction-wide education and outreach campaign to support its curbside recycling program.

c. Measurement Plan: The Grantee will implement a system for tracking the number of households eligible to receive curbside recycling service along with the number of households that have been issued a recycling cart. As possible, Grantee will work with its recycling service provider to measure the curbside recycling set out rate for each of the recycling routes serving its jurisdiction, and as this data is available Grantee shall share it with The Partnership. The Grantee will also implement a system for tracking monthly tonnage data for municipal solid waste and curbside recyclables, with the particular goal of measuring waste and recyclables generated by and collected from curbside recycling eligible households. Required reports transmitting the number of households receiving curbside recycling services, monthly tonnage data and other project elements will be provided to The Partnership as outlined in section u, Reporting and Additional Post-Award Requirements, of Attachment A.

To the degree possible and as opportunities arise and resources allow, the Grantee will also work with The Partnership and the Grantee's MRF operator to evaluate contamination and capture rates of recovered materials and this data will be shared with The Partnership when and if it becomes available. It is further possible, but not required, that The Partnership may present the Grantee with the opportunity to collaborate in a Partnership-funded study to assess pre and post implementation capture rates for individual recyclable materials. Such a study, if conducted, will be planned in collaboration with Grantee, and Grantee will have access to results of this measurement work.

d. Public Outreach Plan: The Grantee will work closely with The Partnership to develop and implement an effective education and outreach campaign in support of the Grantee's curbside recycling program utilizing the approach outlined in section o, Educational Best Practices, of Attachment A. Technical support will be provided by The Partnership as set out in this Grant Agreement. The Grantee will partner closely with The Partnership to maximize the educational efforts and materials developed during this campaign.

This educational effort will focus on educating residents about how to recycle with carts and will also work to ensure that residents are informed of what is acceptable and not acceptable in the recycling carts. A heavy emphasis of this campaign will be around how to prepare materials for recycling collection. The educational effort will target all curbside recycling households in the Grantee's service jurisdiction and will at a minimum utilize these supporting tools:

- Direct to resident "Carts are Coming" informational mailers for all curbside households;
- A packet of information about recycling to be delivered with the cart to all households receiving a recycling cart; and
- The implementation of anti-contamination strategies, as needed, to reinforce correct recycling behavior.

In addition, and as agreed upon by the Parties, outreach efforts may be expanded to include some or all of the following outreach elements:

- Public activation event to drive citizen engagement in recycling;
- Social media boosting;
- Paid advertisements; and/or
- Other strategies determined effective by the Parties.

e. Anticipated Implementation Timeline: The Parties agree to develop and maintain a detailed Project Timeline providing milestones in the implementation of the project. The anticipated key dates in the project are as follows:

- April 2022– Initiate planning for education and outreach campaign and support the implementation

planning of cart-based curbside recycling;

- August 2022– Begin public-facing education and outreach efforts to support the launch of cart-based curbside recycling collection;
- September 2022– Launch and complete distribution of recycling carts and information packets to all eligible households;
- October 2022- Implement jurisdiction-wide cart-based curbside recycling collection.

The Parties acknowledge the difficulty of predicting the exact dates for implementation of the various elements of this project. With this in mind, the above dates are intended as milestones, and with the understanding that if unanticipated changes or delays in the above schedule occur, then the Parties agree to revisit the timeline and adjust as necessary to pursue the successful implementation of the project as described in section b, Project Description, above. In addition, and as necessary, the Parties may modify the Grant Period as set out in Paragraph 2 of the Grant Agreement.

f. Project Budget and Grant Funding: The Partnership’s Residential Curbside Recycling Cart Grant Program provides grant funding of no more than \$15.00 per qualifying curbside recycling cart and up to \$1.00 per household for supportive education and outreach materials. Qualifying recycling carts meet the conditions defined in sections j, k, l and m of Attachment A. The actual amount of Cash Grants may vary based on the actual number of carts distributed as well as the total number of households served by the curbside recycling program as determined at the time of cart distribution and as verified by the Grantee’s staff and documents provided pursuant to Paragraph 6 of the Grant Agreement. Cash Grants paid for recycling carts will be based on the number of recycling carts distributed to participating households, will be limited to paying for one (1) cart per participating household, and shall not exceed the amount specified in the table below. The Grantee may, at its discretion, provide households with more than one (1) recycling cart, but in such instances Cash Grants shall only be available for one (1) cart per household. Cash Grants for recycling outreach shall be paid at a rate not to exceed \$1.00 per household and will be based on the total number of households served by the curbside recycling program as verified by the Grantee. The budget for Cash Grants as illustrated below assumes the provision of recycling carts and supportive education and outreach to 6,200 households by the Grantee.

The amounts set forth in the table below represent The Partnership’s intended distribution of Cash Grants to the Grantee:

Grant Element	Description	Grant Amount
Recycling Carts	Grant funding to support the purchase and distribution of qualifying recycling carts by the Grantee to all eligible households for automatic weekly curbside recycling collection.	\$93,000
Education and Outreach Support	Grant funding to implement a recycling education and outreach campaign in support of curbside recycling.	\$6,200
Total		\$99,200

All costs associated with project implementation beyond the direct grant funding from The Partnership will be the responsibility of the Grantee. It is understood that Cash Grants for recycling carts may be combined with local funding as well as grant funding from other sources to purchase and distribute recycling carts. It is also understood that actual expenses may vary depending on a variety of factors, including the number of recycling carts distributed, the number of households served by the curbside recycling program, and the actual expenses associated with the Grantee's education and outreach effort. Upon mutual agreement of the Parties, the final allocation of Cash Grants may be adjusted between expense categories as necessary. The actual amount of Cash Grants will be based on actual reimbursable expenditures as outlined in section v, Reimbursement, of Attachment A, and the total amount of Cash Grants shall not exceed the amount specified in Paragraph 4 of the Grant Agreement. Any Cash Grants to the Grantee are subject to the requirements set out in Paragraph 10 of the Grant Agreement. The Grantee shall only invoice and receive reimbursement for actual allowable expenditures incurred.