

City of Marquette, MI



Meeting Agenda City Commission

**Monday, June 10, 2024
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

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

Presentation(s)

1. Fiscal Year 2023 Audit by Mike Greutz, Anderson Tackman & Co.
2. Cultural Trail Update, by Tiina Morin
3. **Consent Agenda - Roll Call Vote**
 - 3.a. Approve the minutes of the May 28, 2024 regular Commission meeting
 - 3.b. Approve the total bills payable in the amount of \$338,218.54
 - 3.c. Lakeview Arena HVAC Condenser Replacement
 - 3.d. Schedule Public Hearing - Land Development Code Amendments
 - 3.e. State Highway Maintenance Agreement
 - 3.f. State Right-of-Way Permits - Roll Call Vote

New Business

4. Architecture Services - Cultural Center and Trailhead

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: 6/10/2024

Consent Agenda - Roll Call Vote

Approve the minutes of the May 28, 2024 regular Commission meeting

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ May 28 Minutes



City of Marquette, MI

300 West Baraga Ave
Marquette, Michigan 49855

Meeting Minutes City Commission

Tuesday, May 28, 2024

6:00 PM

Commission Chambers

Call to Order, Pledge of Allegiance and Roll Call

Present: Davis, Hanley, Larson, Mayer, Schloegel, Smith

Absent: Ottaway

Recognition - Lauren "Mini Mayor"

Mayor Davis recognized Lauren Urbiha, a five-year-old girl who is attending the meeting as the "mini mayor" for the evening. Lauren helped to call the meeting to order and led the pledge of allegiance.

Approval of the Agenda

Commissioner Jennifer Smith moved to Approve the agenda as presented, seconded by Mayor Pro Tem Jessica Hanley and Carried Unanimously.

Announcements

Mayor Davis had no announcements.

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 Memorial Day, and shared information about large animal rescue and a related meeting coming up.

Daryl Miron said he was representing The Saloon LLC and said he was available to answer any questions the City Commission may have.

Presentation(s)

1. Public Art Commission, by Brianna Hobbins

Brianna Hobbins shared an update on the 2023-24 activities of the Public Art Commission, as well as a brief overview of future plans.

Commissioners the discussed the history of the PAC, and said the group is making the most of its opportunities and has clear momentum now.

Public Hearing(s)

2. Public Hearing - Single Lot Special Assessment Roll #591

Mayor Davis opened the public hearing, offering an opportunity for public comment. No one opted to speak, and the mayor closed the public hearing.

Mayor Pro Tem Jessica Hanley moved to Confirm Single Lot Assessment Roll #591, and authorize the Mayor to sign the Warrant, seconded by Commissioner Cody Mayer and Carried Unanimously.

3. Consent Agenda - Roll Call Vote

Commissioner Jennifer Smith moved to Approve the Consent Agenda as presented, seconded by Commissioner Paul Schloegel and Carried Unanimously by Roll Call Vote.

3.a. Approve the minutes of the May 13, 2024 regular Commission meeting

3.b. Approve the minutes of the May 14, 2024 Commission work session

3.c. Approve the total bills payable in the amount of \$966,737.40

3.d. Application for License to Use City Property at 517 N. Third Street for Planter Boxes and Building Entry Ramp

3.e. Cured in Place Pipe Lining - Contract Approval

3.f. New Liquor License Application - Roll Call Vote

3.g. Purchase Agreement Extension - 600 W. Spring Street

3.h. Resolutions for Unpaid Stormwater and Unpaid Water and Wastewater - Roll Call Vote

3.i. Sale of Surplus Equipment

3.j. Water Valve Purchase

New Business

4. Michigan Shared Streets and Spaces Grant Program Resolution - Roll Call Vote

Commissioner Michael Larson moved to Approve the resolution supporting the Michigan Shared Streets and Spaces Grant Program application, and authorize the Mayor and City Clerk to sign, seconded by Mayor Pro Tem Jessica Hanley and Carried Unanimously.

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

Cameron Smith discussed future goals, recovery and support, and ideas for how to utilize any opioid settlement money received by municipalities.

Comments from the Commission

Mayor Pro Tem Hanley said Lauren, the "Mini Mayor", did a great job tonight. Commissioner Schloegel talked about the importance of public art and community pride, and then he spoke about how summer is fast approaching, urging residents to be careful when driving, as the numbers of students and tourists increase. Commissioner Smith welcomed The Saloon LLC to the city and wished them luck. Commissioner Larson thanked the owners of The Saloon for traveling tonight and wished them luck. He praised the wide variety of public art in the city. Mayor Davis highlighted the importance of Memorial Day, and highlighted the 80th anniversary of D-Day, which will occur prior to the next City Commission meeting. Commissioner Mayer had no comments.

Comments from the City Manager

City Manager Karen Kovacs said she doesn't have the specifics on how the opioid settlement money can be spent, but noted that it is a limited amount of funding and that it may be best used if it is leveraged with the cooperation of other organizations. She also said that summer hours are beginning in City facilities next week, and that offices will close at 11:30 a.m. on Fridays.

Adjournment

Mayor Davis adjourned the meeting at 6:43 p.m.

Sally Davis, Mayor

Kyle Whitney, City Clerk

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City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 6/10/2024

Consent Agenda - Roll Call Vote **Lakeview Arena HVAC Condenser Replacement**

BACKGROUND:

The HVAC unit that provides climate control to the Citizen's Forum and NTN office at Lakeview Arena has failed and requires replacement. Facilities Staff reached out for quotes from all known providers with the ability to perform the work. Two quotes were received:

- Johnson Controls \$26,860
- Prime Specialty Contracting, LLC \$26,995

Both quotes would require Johnson Controls to connect the new unit to the building automation system at a cost of \$3,015. Staff is recommending proceeding with the lower quote from Johnson Controls. Total expenses for the install are \$29,875.

This was not anticipated during the FY'24 budget process.

FISCAL EFFECT:

A budget amendment may be required. Staff are attempting to optimize expenditures and will defer capital projects to minimize the impact of this unplanned repair.

RECOMMENDATION:

Approve the installation of the HVAC Condenser Unit at Lakeview Arena in the amount of \$29,875.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ JCI Proposal



City of Marquette Condenser relocation
Quote Prepared by Jacob Teunas
06/06/2024



PROPOSAL

Account Information

Bill To: CITY OF MARQUETTE
ATTN ACCOUNTS PAYABLE 300 W BARAGA AVE
MARQUETTE MI
USA 49855

Quote Reference Number: 1-1OTN328Y

Project Name: City of Marquette Condenser relocation

Site: CITY OF MARQUETTE - LAKEVIEW ARENA
401 E FAIR AVE
MARQUETTE MI 49855-2951

Branch Info: JOHNSON CONTROLS APPLETON WI CB - 0N07

Attn: Eric Stemen

Customer Information

Name: Eric Stemen

This proposal is hereby accepted and Johnson Controls is authorized to proceed with the work, subject to credit approval
By Johnson Controls, Inc. Milwaukee, WI.

We propose to furnish the materials and/or perform the work below for the net price of: \$29,875.00

This proposal is valid through: 07/06/2024

CITY OF MARQUETTE

Johnson Controls Inc.

Signature: _____

Signature: _____

Name: _____
Title: _____
Date: _____
PO: _____

Name: _____
Title: _____
Date: _____

Proposal Overview

Benefits/Scope of Work:

JCI to relocate the 7.5T condensing unit and install a new cooling coil in the AHU at Lakeview Arena. This includes a new condensing unit with updated refrigerant that will reside outside the mechanical room, new line set, and new coil. This also includes connecting the new condenser to the BAS.

Lift provided by the city

Exclusions:

- 1.Labor or material not specifically described above is excluded from this proposal.
- 2.Unless otherwise stated, any and all overtime labor is excluded from this proposal.
- 3.Applicable taxes or special freight charges are excluded from this proposal

(IMPORTANT): This proposal incorporates by reference the terms and conditions which are attached to this document. All work is to be performed Monday through Friday during normal Johnson Controls, Inc. (JCI) business hours unless otherwise noted. This proposal, or any accepted alternates, are hereby accepted by Customer, and JCI is authorized to proceed with the work; subject, however, to credit approval by JCI, Milwaukee, Wisconsin.

TERMS AND CONDITIONS

By accepting this proposal, Customer agrees to be bound by the following terms and conditions:

1. SCOPE OF WORK. This proposal is based upon the use of straight time labor only. Plastering, patching, and painting are excluded. Disinfecting of chiller condenser and cooling tower water systems and components for biohazards, such as but not limited to Legionella, are excluded unless otherwise specifically stated in this agreement. In-line duct and piping devices, including, but not limited to valves, dampers, humidifiers, wells, taps, flow meters, orifices, etc., if required hereunder to be furnished by JCI, shall be distributed and installed by others under JCI's supervision but at no additional cost to JCI. Customer agrees to provide JCI with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. JCI agrees to keep the job site clean of debris arising out of its own operations. Customer shall not back charge JCI for any costs or expenses without JCI's written consent. Unless specifically noted in the statement of the scope of work or services undertaken by JCI under this agreement, JCI's obligations under this agreement expressly exclude any language or provision of the agreement elsewhere contained which may authorize or empower the Customer to change, modify, or alter the scope of work or services to be performed by JCI and shall not operate to compel JCI to perform any work relating to Hazards or Biohazards, such as but not limited to Legionella, without JCI's express written consent.

2. INVOICE AND PAYMENTS. JCI may invoice Customer monthly for all materials delivered to the job site or to an off-site storage facility and for all work performed on-site and off-site. Customer shall pay JCI at the time Customer signs this agreement an advance payment equal to [10%] of the contract price, which advance payment shall be credited against the final payment (but not any progress payment) due hereunder. Unless otherwise agreed to by the parties, payment is due to JCI upon Customer's receipt of JCI's invoice. Such payment is a condition precedent to JCI's obligation to perform any work under this agreement. Invoices shall be paid by Customer via electronic delivery via EFT/ACH. Invoicing disputes must be identified by Customer in writing within 21 days of the date of the invoice. Payment of any disputed amounts are due and payable upon resolution of such dispute. Customer acknowledges and agrees that timely payments of the full amounts listed on invoices is an essential term of this Agreement and Customer's failure to make payment in full when due is a material breach of this Agreement. Customer further acknowledges that if there is any amount outstanding on an invoice; it is material to JCI and will give JCI, without prejudice to any other right or remedy, the right to, without notice: (i) suspend, discontinue or terminate performing any services and/or withhold further deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or suspend JCI's obligations under or terminate this Agreement; and (ii) charge Customer interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full. JCI's election to continue providing future services does not, in any way diminish JCI's right to terminate or suspend services or exercise any or all rights or remedies under this Agreement. JCI shall not be liable for any damages, claims, expenses, or liabilities arising from or relating to suspension of services for non-payment. In the event that there are exigent circumstances requiring services or the JCI otherwise performs services at the premises following suspension, those services shall be governed by the terms of this Agreement unless a separate contract is executed. If Customer disputes any late payment notice or JCI's efforts to collect payment. Customer shall immediately notify JCI in writing and explain the basis of the dispute. Customer will pay all of JCI's reasonable collection costs (including legal fees and expenses). In the event of Customer's default, the balance of any outstanding amounts will be immediately due and payable. Lien waivers will be furnished upon request, as the work progresses, to the extent payments are received.

3. MATERIALS. If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of JCI, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, JCI shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute therefore.

4. EQUIPMENT WARRANTY. JCI warrants that equipment manufactured or labeled by JCI shall be free from defects in material and workmanship arising from normal usage for a period of one year. No warranty is provided for third-party products and equipment installed or furnished by JCI. Such products and equipment are provided with the third party manufacturer's warranty to the extent available, and JCI will transfer the benefits, together with all limitations, of that manufacturer's warranty to Customer. All transportation charges incurred in connection with the warranty for equipment and/or materials not installed by JCI shall be borne by Customer. These warranties shall not extend to any equipment that has been abused, altered, misused or repaired by Customer or third parties without the supervision of and prior written approval of JCI, or if JCI serial numbers or warranty date decals have been removed or altered. Customer must promptly report any failure of the equipment to JCI in writing. Unless agreed to in writing by the parties, any technical support, assistance, or advice ("Technical Support") provided by JCI, such as suggestions as to design use and suitability of the equipment and products for the Customer's application, is provided in good faith, but Customer acknowledges and agrees that JCI is not the designer, engineer, or installer of record. Any Technical Support is provided for informational purposes only and shall not be construed as a representation or warranty, express or implied, concerning the proper selection, use, and/or application of the equipment and products. Customer assumes exclusive responsibility for determining if the equipment and products supplied by JCI are suitable for its intended application and all risk and liability, whether based in contract, tort or otherwise, in connection with its application and use of the equipment and products.

5. LIMITED WARRANTY. JCI warrants its workmanship or that of its agents (Technicians) in relation to installation of equipment for a period of ninety (90) days from date of installation. Customer shall bear all labor costs associated with replacement of failed equipment still under JCI's equipment warranty or the original manufacturer's warranty, but outside the terms of this express labor warranty. All warranty labor shall be executed on normal business days during JCI normal business hours. These warranties do not extend to any equipment which has been repaired by others, abused, altered, or misused in any way, or which has not been properly and reasonably maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE. UNDER NO CIRCUMSTANCES SHALL JCI BE LIABLE FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES ARISING FROM OR RELATING TO ANY DEFECT IN MATERIAL OR WORKMANSHIP OF EQUIPMENT OR THE PERFORMANCE OF SERVICES. JCI makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity, or will detect the presence of, or eliminate, treat, or mitigate the spread, transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19.

6. LIABILITY. To the maximum extent permitted by law, in no event shall JCI and its affiliates and their respective personnel, suppliers and vendors ("JCI Parties") be liable to you or any third party under any cause of action or theory of liability even if advised of the possibility of such damages, for any: (a) special, incidental, consequential, punitive, or indirect damages; (b) lost profits, revenues, data, customer opportunities, business, anticipated savings, or goodwill; (c) business interruption; or (d) data loss or other losses

arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems. In any case, the entire aggregate liability of the JCI Parties under this proposal for all damages, losses, and causes of action (whether in contract, tort (including negligence), or otherwise) shall be limited to the amounts payable to JCI hereunder.

7. FAR. JCI supplies “commercial items” within the meaning of the Federal Acquisition Regulations (FAR), 48 CFR Parts 1-53. As to any customer order for a U.S. Government contract, JCI will comply only with those mandatory flow-downs for commercial item and commercial services subcontracts listed either at FAR 52.244-6, or 52.212-5(e)(1), as applicable.

8. TAXES. The price of this proposal does not include duties, sales, use, excise, or other taxes, unless required by federal, state, or local law. Customer shall pay, in addition to the stated price, all taxes not legally required to be paid by JCI or, alternatively, shall provide JCI with acceptable tax exemption certificates. JCI shall provide Customer with any tax payment certificate upon request and after completion and acceptance of the work.

9. DELAYS. JCI shall not be liable for any delay in the performance of the work resulting from or attributed to acts of circumstance beyond JCI’s control, including but not limited to; acts of God, fire, riots, labor disputes, conditions of the premises, acts or omissions of the Customer, Owner, or other Contractors or delays caused by suppliers or subcontractors of JCI, etc.

10. COMPLIANCE WITH LAWS. JCI shall comply with all applicable federal, state, and local laws and regulations, and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits a permanent nature shall be procured and paid for by the Customer.

11. PRICING. JCI may increase prices upon notice to the Customer to reflect increases in material and labor costs. Prices for products covered by this Agreement may be adjusted by JCI, upon notice to Customer at any time prior to shipment and regardless of Customer’s acceptance of JCI’s proposal or quotation, to reflect any increase in JCI’s cost of raw materials (e.g., steel, aluminum) inability to secure Products, changes or increases in law, labor, taxes, duties, tariffs or quotas, acts of government, any similar charges, or to cover any extra, unforeseen and unusual cost elements. This Agreement is entered into with the understanding that the services to be provided by JCI are not subject to any local, state, or federal prevailing wage statute. If it is later determined that local, state, or federal prevailing wage rates apply to the services to be provided by JCI, JCI reserves the right to issue a modification or change order to adjust the wage rates to the required prevailing wage rate. Customer agrees to pay for the applicable prevailing wage rates.

12. DISPUTES. JCI shall have the sole and exclusive right to determine whether any dispute, controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be submitted to a court of law or arbitrated. The laws of Delaware shall govern the validity, enforceability, and interpretation of this Agreement, without regard to conflicts of law principles thereof, and the exclusive venue for any such litigation or arbitration shall be in Milwaukee, Wisconsin. The parties waive any objection to the exclusive jurisdiction of the specified forums, including any objection based on forum non conveniens. In the event the matter is submitted to a court, JCI and Customer hereby agree to waive their right to trial by jury. In the event the matter is submitted to arbitration by JCI, the costs of arbitration shall be borne equally by the parties, and the arbitrator’s award may be confirmed and reduced to judgment in any court of competent jurisdiction. If JCI prevails in any collection action. Buyer will pay all of JCI’s reasonable collection costs (including legal fees and expenses). Except as provided below, no claim or cause of action, whether known or unknown, shall be brought by either party against the other more than one year after the claim first arose. Claims not subject to the one-year limitation include claims for unpaid: (1) contract amounts, (2) change order amounts (approved or requested) and (3) delays and/or work inefficiencies.

13. INSURANCE. Insurance coverage in excess of JCI’s standard limits will be furnished when requested and required. No credit will be given or premium paid by JCI for insurance afforded by others.

14. INDEMNITY. - REMOVED

15. CUSTOMER RESPONSIBILITIES. Customer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network (“Network”) and shall supply JCI secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access. Customer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively “Data”) prior to receiving the service or products.

16. FORCE MAJEURE: JCI shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by JCI to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A “Force Majeure Event” is a condition or event that is beyond the reasonable control of JCI, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of JCI. If JCI’s performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, JCI shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if JCI is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, JCI will be entitled to extend the relevant completion date by the amount of time that JCI was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases JCI’s cost to perform the services, Customer is obligated to reimburse JCI for such increased costs, including, without limitation, costs incurred by JCI for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees, compliance with vaccination requirements or other costs and expenses incurred by JCI in connection with the Force Majeure Event.

17. SAFETY, HEALTH AND HAZARDOUS MATERIALS. The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of the, Occupational Safety and Health Act relating in any way to the project or project site. ACM /Hazardous Materials: Customer shall supply JCI with any information in its possession relating to the presence of asbestos-containing materials (“ACM”) or hazardous materials at any of its facilities where JCI’s undertakes any Work or Services that may result in the disturbance of ACM or hazardous materials. JCI shall not be responsible for abatement and/or removal and disposal of hazardous materials or ACM. If either Customer or JCI becomes aware of or suspects the presence of ACM or hazardous materials that may be disturbed by JCI’s Work or Services, JCI shall immediately stop all work until such ACM or hazardous or unsafe condition is rectified by Owner and Owner so notifies JCI in writing that work can safely be resumed, based on test conducted by a licensed testing organization. Timetables for delivery of JCI’s products or services and the contract price shall be adjusted appropriately for any associated delay.

18. ONE-YEAR CLAIMS LIMITATION. No claim or cause of action, whether known or unknown, shall be brought against JCI more than one year after the claim first arose. Except as provided for herein, JCI’s claims must also be brought within one year. Claims for unpaid contract amounts are not subject to the one-year limitation.

19. DIGITAL ENABLED SERVICES.; DATA. If JCI provides Digital Enabled Services under this Agreement, these Digital Enabled Services require the collection, transfer and ingestion of building, equipment, system time series, and other data to JCI’s cloud-hosted software applications. Customer consents to and grants JCI right to collect, ingest and use such data to enable JCI and its affiliates and agents to provide, maintain, protect, develop and improve the Digital Enabled Services and JCI products and services. Customer acknowledges that, while Digital Enabled Services generally improve equipment performance and services, Digital Enabled Services do not prevent all potential malfunction,

insure against all loss, or guarantee a certain level of performance. Customer shall be solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network"), shall appropriately protect hardware and products connected to the Network and will supply JCI secure Network access for providing its Digital Enabled Services. As used herein, "Digital Enabled Services" mean services provided hereunder that employ JCI software and related equipment installed at Customer facilities and JCI cloud-hosted software offerings and tools to improve, develop, and enable such services. Digital Enabled Service may include, but are not limited to, (a) remote servicing and inspection, (b) advanced equipment fault detection and diagnostics, and (c) data dashboarding and health reporting. If Customer accesses and uses Software that is used to provide the Digital Enabled Services, the Software Terms (defined below) will govern such access and use.

20. JCI DIGITAL SOLUTIONS. Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, JCI's standard terms for such Software and Software related professional services in effect from time to time at www.johnsoncontrols.com/techterms (collectively, the "Software Terms"). Specifically, the JCI General EULA set forth at www.johnsoncontrols.com/buildings/legal/digital/generaleula governs access to and use of software installed on Customer's premises or systems and the JCI Terms of Service set forth at www.johnsoncontrols.com/buildings/legal/digital/generalatos govern access to and use of hosted software products. The applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, JCI and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto. Notwithstanding any other provisions of this Agreement, unless otherwise agreed, the following terms apply to Software that is provided to Customer on a subscription basis (i.e., a time limited license or use right), (each a "Software Subscription"): Each Software Subscription provided hereunder will commence on the date the initial credentials for the Software are made available (the "Subscription Start Date") and will continue in effect until the expiration of the subscription term noted in the applicable statement of work, order or other applicable ordering document. At the expiration of the Software Subscription, such Software Subscription will automatically renew for consecutive one (1) year terms (each a "Renewal Subscription Term"), unless either party provides the other party with a notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term. To the extent permitted by applicable law, Software Subscriptions purchases are non-cancelable, and the sums paid nonrefundable. Fees for Software Subscriptions shall be paid annually in advance, invoiced on the Subscription Start Date and each subsequent anniversary thereof. Customer shall pay all invoiced amounts within thirty calendar days after the date of invoice. Payments not made within such time period shall be subject to late charges as set forth in the Software Terms. Unless otherwise agreed by the parties in writing, the subscription fee for each Renewal Subscription Term will be priced at JCI's then-applicable list price for that Software offering. Any use of Software that exceeds the scope, metrics or volume set forth in this Agreement and applicable SOW will be subject to additional fees based on the date such excess use began.

21. Privacy. **JCI as Processor:** Where JCI factually acts as Processor of Personal Data on behalf of Customer (as such terms are defined in the DPA) the terms at www.johnsoncontrols.com/dpa ("DPA") shall apply. **JCI as Controller:** JCI will collect, process and transfer certain personal data of Customer and its personnel related to the business relationship between it and Customer (for example names, email addresses, telephone numbers) as controller and in accordance with JCI's Privacy Notice at <https://www.johnsoncontrols.com/privacy>. Customer acknowledges JCI's Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Customer consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by JCI is mandatorily required from Customer's personnel under applicable law, Customer warrants and represents that it has obtained such consent.

22. ASSIGNMENT. This Agreement is not assignable by the Customer except upon written consent of JCI first being obtained. JCI shall have the right to assign this Agreement, in whole or in part, or to subcontract any of its obligations under this Agreement without notice to Customer.

23. TERMINATION. If JCI's performance of its obligations becomes impracticable due to obsolescence or unavailability of systems, equipment, or products (including component parts and/or materials) or because the JCI or its supplier(s) has discontinued the manufacture or the sale of the equipment and/or products or is no longer in the business of providing the services, JCI may terminate this Agreement, or the affected portions, at its sole discretion upon notice to Customer. JCI may terminate this Agreement, or the affected portions, at its sole discretion upon notice to the Customer if JCI's performance of its obligations are prohibited because of changes in applicable laws, regulations or codes.

24. ENTIRE AGREEMENT. This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings. Customer acknowledges and agrees that any purchase order issued by Customer in connection with this Agreement is intended only to establish payment authority for Customer's internal accounting purposes and shall not be considered to be a counteroffer, amendment, modification, or other revision to the terms of this Agreement. No term or condition included or referenced in Customer's purchase order will have any force or effect and these terms and conditions shall control. Customer's acceptance of any Services shall constitute an acceptance of these terms and conditions. Any proposal for additional or different terms, whether in Customer's purchase order or any other document, unless expressly accepted in writing by JCI, is hereby objected to and rejected.

25. CHANGES. No change or modification of any of the terms and conditions stated herein shall be binding upon JCI unless accepted by JCI in writing.

CUSTOMER ACCEPTANCE

In accepting this Agreement, Customer agrees to the terms and conditions contained herein including those on the following page(s) of this Agreement and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that Customer may issue. Any changes requested by Customer after the execution of this Agreement shall be paid for by the Customer and such changes shall be authorized in writing. **ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT.**

Pricing is based upon the following billing and payment terms: Invoices will be delivered via email, payment due upon receipt, and invoices are to be paid via ACH bank transfer. Johnson Controls ACH/EFT bank transfer details will be forth coming upon contractual agreement.

This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.

To ensure that JCI is compliant with your company's billing requirements, please provide the following information:

PO is required to facilitate billing: ☐ NO: This signed contract satisfies requirement

☐ YES: Please reference this PO Number: _____

AR Invoices are accepted via e-mail: ☐ YES: E-mail address to be used: _____

☐ NO: Please submit invoices via mail ☐ NO: Please submit via _____

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 6/10/2024

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

BACKGROUND:

On May 21, 2024, 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 K. Clegg, seconded by M. Rayner, and carried 9-0 that after review of the draft Land Development Code (LDC) amendments presented as case 01-ZOA-05-2024, 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 with the following amendment – that the last sentence of item 54.1003(F)(2) be amended to state that wood other than cedar must be treated.

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

FISCAL EFFECT:

None.

RECOMMENDATION:

Schedule a Public Hearing for the July 8, 2024 City Commission meeting to adopt Ordinance 731.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Ordinance 731, 01-ZOA-05-2024 LDC Updates
- ▣ 05-21-22_Planning Commission Draft Meeting Minutes

ORDINANCE #731

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

ARTICLE 2 - DEFINITIONS

ARTICLE 3 – ZONING DISTRICTS AND MAP

ARTICLE 4 – SCHEDULE AND REGULATIONS

ARTICLE 5 – SUPPLEMENTAL ZONING DISTRICT STANDARDS

ARTICLE 6 – STANDARDS APPLICABLE TO SPECIFIC LAND USES

ARTICLE 7 – GENERAL PROVISIONS

ARTICLE 9 – PARKING, LOADING AND ACCESS MANAGEMENT

ARTICLE 10 – LANDSCAPING AND SCREENING

ARTICLE 11 – SIGNS

ARTICLE 14 – ADMINISTRATIVE PROCEDURES

ARTICLE 15 – VIOLATIONS, PENALTIES, AND ENFORCEMENT

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

SECTION 1. Article 2- Definitions

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

Article 2 Definitions

Section 54.202 Specific Terms

(10) Agriculture: A land use which includes all of the following: (1) a farm operation, (2) producing a farm product, and (3) commercial activity. ~~The land use also includes accessory uses for housing and dwellings for the farmer and farm employees.~~ Agricultural operations in which the production of a farm product is conducted completely within an enclosed building are not considered a farm operation and are regulated instead as a manufacturing activity (light or heavy manufacturing).

(13) Alterations: ~~Any change, addition or modification to a structure or type of occupancy or use of structure or land or any~~ dimensional or locational change in the structural members of a building, such as walls or partitions, columns, beams or girders, door and window openings/frames; the enlargement or diminution of a building; the moving of a building or structure; the consummated act of which may be referred to herein as "altered" or "reconstructed" or "changed".

Appeal: A procedure by which a decision or enforcement action from a body or individual authorized to make administrative decisions under the provisions of this Chapter is disputed and submitted to the Board of Zoning Appeals for determination.

Applicant: The owner of a property or their authorized representative, who is applying for development approval.

Approval: A formal action by a designated approving authority approving a plan, use, design, or an application in whole or in part, or for work approved by a permit, as authorized by this Chapter

Awning: A retractable or fixed shelter projecting from and which is often supported by the exterior wall of a building (i.e. cantilevered) and constructed with non-rigid materials on a supporting framework.

Bicycle Parking Space: An area and facility used for the securing of bicycles. This term shall include enclosed bicycle storage, covered bicycle racks, or fixed bicycle racks.

Building Frontage: The area adjacent to any side of a building which fronts on a public street, a public or private parking area, or a pedestrian walk where customer access to the building is available.

Canopy: A rigid multi-sided structure covered with fabric, metal or other material, which may be supported in whole or in part by posts embedded in the ground, and often a projection from an exterior wall of a building. A canopy that is attached to a building may also be called a "Marquee". Compare to "Awning" and see Section 54.1103 for definitions in that Article for signs, if the canopy is to support a sign.

(68) Family: "Family" means either of the following.

- (a) Any group of individuals living together as a single housekeeping unit or the functional equivalent of a family, where the residents are a close group with social, economic, and psychological commitments to each other and whose relationship is of a continuous, non-transient, domestic character with a demonstrable and recognizable bond which constitutes the functional equivalent of the bonds which render the domestic family a cohesive unit;
- (b) Not more than ~~four (4)~~ **five (5)** unrelated persons living together as a single housekeeping unit;
- (c) The tenants of a short-term rental property for which a valid permit has been issued by the Fire Department;
- (d) The "functional equivalent of a family" shall not include any organization such as a club, fraternity, sorority, lodge, monastery, or intentional community, nor any individuals whose association is seasonal or for limited durations defined by their occupation/jobs or educational pursuits, nor shall it include a group who share a dwelling unit explicitly for financial or philosophical reasons, or include any state- licensed facility except to the extent permitted by law.

(120) Lot Coverage: ~~The area of a lot covered by the maximum horizontal cross section of a building or buildings to the area of the site (i.e. 20 square feet of building cross section on 100 square feet of land would give a ratio of 2,000/10,000 or 0.20).~~ **The total square footage of building(s) (See definition of "Building" or "Building, Accessory") divided by the lot area (i.e. 3,000 S.F. of buildings or structures/15,000 S.F. lot area would give a ratio of 0.20.** Also referred to as Ground Coverage. Accessory structures four (4) feet in height or less shall not be considered in computing maximum percent of lot coverage/ground.

Manufacturing, Artisan: Manufacturing, Artisan means production of goods by the use of hand tools or small-scale, light mechanical equipment. Typical uses include apparel and jewelry making, production of small amounts of alcohol or food products. Home-based woodworking and cabinet shops, arts and/or crafts studios, and home-brewing are examples. Artisan manufacturing is usually not of a scale to support employees and is often a hobby that supplements a person's income, and is typically not a primary source of income and not a standalone, brick-and-mortar business. The Zoning Administrator shall consider the material, process, quantities, relation to any applicable laws such as the Michigan Cottage Food Law, revenue generated or forecast, and/or other similar factors to differentiate *artisan manufacturing* from *light manufacturing*. This activity does not require a zoning compliance permit in any zoning district if it is in compliance with all relevant laws.

(130) Manufacturing, Light: Light manufacturing refers to industrial, manufacturing, or fabrication commercial activity that typically uses small or moderate amounts of raw, partially processed, or processed materials to produce items of relatively high value per unit weight or of higher value. Light manufacturing activities are generally more consumer-focused than heavy manufacturing, which involves capital and energy-intensive machinery to produce large and/or complex products that are generally used by other businesses rather than directly by consumers. Light manufacturing activities are typically more like and compatible with commercial land uses, some having a high degree of interaction with the public. Low-impact Light Manufacturing may be compatible in residential areas. The manufacturing of clothes, furniture, consumer electronics, household items, jewelry, pottery, food, and beverages for sale in quantities that support a business operation are some examples of light manufacturing. In determining whether a use is classified as light manufacturing or some other classification of use (e.g., heavy manufacturing, commercial, accessory use, home occupation, artisan manufacturing, etc.), the Zoning Administrator shall consider the material, process, quantities, relation to any applicable laws such as the Michigan Cottage Food Law, revenue generated or forecast, and/or other similar factors. There are two levels of Light Manufacturing that are considered, differentiated by the expected impact level of the activity, as follows:

- (1) Manufacturing, Light - Low Impact:** Light Manufacturing operations that are completely enclosed (having no outdoor storage or operations, other than vehicular parking and loading and unloading of vehicles that is accomplished without the use of motorized loading equipment), and which do not have offsite impacts or utilize hazardous materials. In outward appearance, this type of business resembles a retail business or an office. This is a business that may be adjacent to residential uses in an urban area without creating nuisances for residential neighbors.
- (2) Manufacturing, Light - Medium Impact:** Light Manufacturing or fabrication operations with outdoor operations and offsite production impacts that may include noise, unpleasant odors, smoke, dust, vibrations, glare, visible storage and warehousing, and increase traffic on adjacent

Quadplex: A four-family house/building, with each dwelling unit physically separated from the other by a floor, a wall, or both.

Remodel: To alter a structure.

Triplex: A three-family house/building, with each dwelling unit physically separated from the other by a floor, a wall, or both.

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

Article 3 Zoning Districts and Map

Section 54.306 Permitted Uses by District

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

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

Land Use	LDR	MDR	MFR	MHP	MU	CBD	GC	RC	M	C	I-M	CR	BLP	Use Standards
Residential Uses														
Adult Foster Care, Family Home	P	P	P	P	P	P								
Adult Foster Care, Large Group Home			S											Section 54.602
Adult Foster Care, Small Group Home	P	P	P		P									Section 54.602
Child or Day Care, Family Home	P	P	P	P	P	P								
Child or Day Care, Group Home	PS	PS	PS		PS									Section 54.608
Dwelling, Accessory Unit	P	P	P		P	P								Section 54.612
Dwelling, Intentional Community	S	S	S		S	S								Section 54.614
Dwelling, Live/Work					P	P								Section 54.615
Dwelling, Multiple-Family, 5+ dwelling units			P		P	P								Section 54.616
Dwelling, Single-Family Attached			P		P	S								
Dwelling, Single-Family Detached	P	P	P		P	S								Section 54.617
Dwelling, Two-Family (Duplex)	PS	PS	P		P	P								Section 54.613
Dwelling, Triplex	S	P	P		P	P								
Dwelling, Quadplex	S	S	P		P	P								
Foster Family Group Home	S	S	S		S	S								
Foster Family Home	P	P	P		P	P								
Home Occupation	P	P	P		P	P								Section 54.621
Home Office	P	P	P		P	P								Section 54.622
Mobile Home Park				P										Section 54.631
Nursing Home, Convalescent Home, Extended Care Facility, Assisted Living Facility			S		S	S								Section 54.633
Residential Limited Animal Keeping	P	P												Section 54.643
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
Hostel			S		S	S	S							Section 54.644
Hotel or Motel					S	S	P	P						

Land Use	LDR	MDR	MFR	MHP	MU	CBD	GC	RC	M	C	I-M	CR	BLP	Use Standards
Rooming House			S		S	S	S							Section 54.644
Supportive Housing Facility, Transitional and/or Permanent	S	S	P		S	S								Section 54.647
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						Section 54.634
Medical Hospital Related Office or Uses					P	P	P	P						
Office, Medical					P	P	P	P			P			Section 54.634
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 54.641
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 54.642
School, Primary or Secondary	S	S	S		S	S			P	P				Section 54.645
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	PS	PS			P	PS	P	P						Section 54.609
Drive-Through Uses					P	P	P	P						Section 54.611
Farmers' Markets					P	P	P	P	P	P				Section 54.618
Gasoline Service Stations Fuel Dispensing Uses, including Service Stations					S	S	P	P	P	P	P		P	
Indoor Recreation					P	P	P	P	P	P	P			
Light Vehicle/Equipment Sales and Display						P	P	P						Section 54.628
Office, Professional					P	P	P	P	P	P	P			Section 54.634
Off-street Parking Lot			S		S	S	S	S	S	S	S		S	
Outdoor Entertainment and Community Events (Principal Use or Accessory Use)					S	P	S	S	P	P		P		Section 54.636 (C) or (D)
Outdoor Entertainment and Community Events (Temporary Use)	P	P	P	P	P	P	P	P	P	P	P	P	P	Section 54.636(B)
Outdoor Alcoholic Beverage Service					S	P	P	P				SP		Section 54.637
Outdoor Food & Non-Alcoholic Beverage Service					P	P	P	P				P		Section 54.638
Outdoor Recreation			S		P	P	P	P	P	P		P	P	
Pet Boarding Facility							S	S			S			
Restaurant, Indoor Service					P	P	P	P						
Restaurant with Outdoor Alcoholic Beverage Service					S	P	P	P				S		Section 54.637
Restaurant with Outdoor Food & Non-Alcoholic Beverage Service					P	P	P	P				P		Section 54.638
Retail Business, Indoor					P	P	P	P			P			
Retail Business, Outdoor Permanent							S	S			S			

Retail Sales, Outdoor Temporary					P	P	P	P							Section 54.639
Service Establishment					P	P	P	P			P				
Shooting Range, Indoor							P	P			P				Section 54.646
Storage, Open							P	P	P	P	P	P	P		Section 54.635
Vehicle Repair and Service					S	S	PS	P			P				Section 54.627

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

Land Use	LDR	MDR	MFR	MHP	MU	CBD	GC	RC	M	C	I-M	CR	BLP	Use Standards
Industrial Uses														
Major Repair and Maintenance Operations											S		P	Section 54.627
Manufacturing, Heavy											S		P	Section 54.627
Manufacturing, Light					S	S	S	S			P			Section 54.627
Manufacturing, Light – Low Impact					P	P	P	P	P	P	P		P	Section 54.627
Manufacturing, Light – Medium Impact					S	S	S	S	P	S	P		P	Section 54.627
Natural Resource Extraction Operations												S		Section 54.631
Port Facilities and Docks									S	S		S	S	Section 54.640
Railroad Facilities											P			
Storage, Bulk								S			S		P	Section 54.605
Utility Electrical Power Generation													P	
Warehousing/Storage Facilities								S			P		P	
Wholesale Trade Establishment							P	P			P			
Wholesaling Operations								S			P			
Other Uses														
Accessory Building or Structure	P	P	P		P	P	P	P	P	P	P	P	P	Section 54.705
Accessory Use, Non-Single Family Residential Lots	P	P	P		PS	PS	PS	PS	PS	PS	PS	PS	PS	
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 54.629
Marihuana Educational Research						S	S	S		S	S			Section 54.629
Marihuana Grower – Class A						S	S	S			S			Section 54.629
Marihuana Grower – Class B							S	S			S			Section 54.629
Marihuana Grower – Class C							S	S			S			Section 54.629
Marihuana Grower _ Excess							S	S			S			Section 54.629
Marihuana Microbusiness- Class A and Light Manufacturing						S	S	S			S			Section 54.629
Marihuana Microbusiness- Heavy Manufacturing											S			Section 54.629
Marihuana Processor- Light Manufacturing						S	S	S			S			Section 54.629
Marihuana Processor – Heavy Manufacturing											S			Section 54.629
Marihuana Retailer						S	S	S			S			Section 54.629
Marihuana Safety Compliance Facilities					S	S	S	S			S			Section 54.629
Marihuana Secure Transporters							S	S			S			Section 54.629
Small Wind Energy Systems, Roof-Mounted	P	P	P	P	P	P	P	P	P	P	P	P	P	Section 54.648
Small Wind Energy Systems, Tower-Mounted							S	S	S	S	S	S	S	Section 54.648

Solar Energy Systems <20kw – Accessory Use	P	P	P	P	P	P	P	P	P	P	P	P	P	Section 54.647
Solar Energy Systems ≥20kw to 2 MW – Accessory Use	S	S	S	S	S	S	S	S	P	P	P	S	P	Section 54.647
Solar Energy Systems ≥20kw to 2 MW – Principal Use (Non-residential)					S	S	S	P	P	P	P	S	P	Section 54.647
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 54.648 ⁵⁰
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

(A) Intent
The LDR district is intended to establish and preserve quiet, attractive neighborhoods of detached single-family dwellings with a low to medium density and compatible residential land uses. Some additional non-commercial, compatible uses may be allowed. It is also intended that developments in this district will be designed to preserve significant natural features, including woodlands, steep slopes, wetlands, and floodplains.

(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 Care Center or Day Care Center - Child or Day Care, Family Home - Child or Day Care, Group Home - Dwelling, Accessory Unit - Dwelling, Two-Family (Duplex) - 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 - Small Wind Energy Systems, Roof-Mounted - Solar Energy Systems, <20kw- Accessory Use	- Cemetery ~~Child Care Center or Day Care Center~~ ~~Child or Day Care, Group Home~~ - Dwelling, Intentional Community ~~Dwelling, Two-Family (Duplex)~~ - Dwelling, Quadplex - Dwelling, Triplex - Foster Family Group Home - Public or Governmental Building - Recreational Use, Public - Religious Institution - School, Primary or Secondary - Solar Energy Systems, ≥20kw to 2 MW - Accessory Use - Supportive Housing Facility, Transitional and/or Permanent

Where there is a discrepancy between [Section 54.306](#) and this table, [Section 54.306](#) shall prevail.

(D) Dimensional Regulations for 1-2 Dwelling Units and other uses identified in Section 54.307			
Lot, Coverage, and Building Height Standards		Minimum Setbacks	
Min. Lot Area (sq. ft.)	8,100	Front Yard (ft.)	20 (B)
Min. Lot Width (ft.)	60	Side Yard (one) (ft.)	10 (L)
Max. Impervious Surface Coverage (%)	(S)	Side Yard (total of 2) (ft.)	20 (L)
Max. Building Height of Primary Building (ft.) (Q)	31.5	Rear Yard (ft.)	30 (L)
Max. Building Height of Accessory Building	(L)		
Max. Building Height (stories)	-		
Where there is a discrepancy between Article 4 and this table, Article 4 shall prevail.			

(E) Dimensional Regulations for 3-4 Dwelling Units			
<u>Lot, Coverage, and Building Height Standards</u>		<u>Minimum Setbacks</u>	
<u>Min. Lot Area (sq. ft.)</u>	<u>9,000 (E)</u>	<u>Front Yard (ft.)</u>	<u>20 (B)</u>
<u>Min. Lot Width (ft.)</u>	<u>75 (E)</u>	<u>Side Yard (one) (ft.)</u>	<u>10 (H), (L)</u>
<u>Max. Impervious Surface Coverage (%)</u>	<u>(S)</u>	<u>Side Yard (total of 2) (ft.)</u>	<u>20 (H), (L)</u>
<u>Max. Building Height of Primary Building (ft.) (Q)</u>	<u>31.5</u>	<u>Rear Yard (ft.)</u>	<u>30 (H), (L)</u>
<u>Max. Building Height of Accessory Building</u>	<u>(L)</u>		
<u>Max. Building Height (stories)</u>	<u>1</u>		
<u>Max. Lot Coverage/ Ground Coverage</u>	<u>0.50</u>		
<u>Where there is a discrepancy between Article 4 and this table, Article 4 shall prevail.</u>			

Section 54.308 MDR, Medium Density Residential District

(A) Intent
The MDR district is intended to establish and preserve medium density residential neighborhoods that present an environment acceptable to a range of users, including families of all types. Some additional non-residential compatible uses may be allowed. It is important to the community to preserve and enhance the pedestrian-friendly, compact neighborhood types where homes and buildings are of similar scale and character.

(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 <u>Child or Day Care, Group Home</u> <u>Child Care Center or Day Care Center</u> - Dwelling, Accessory Unit <u>Dwelling, Two-Family (Duplex)</u> <u>Dwelling, Triplex</u> - 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 <u>Small Wind Energy Systems, Roof-Mounted</u> <u>Solar Energy Systems, <20kw- Accessory Use</u>	- Cemetery ~~Child Care Center or Day Care Center~~ ~~Child or Day Care, Group Home~~ - Dwelling, Intentional Community ~~Dwelling, Two-Family (Duplex)~~ <u>Dwelling, Quadplex</u> - Foster Family Group Home - Hospital Hospitality House - Public or Governmental Building - Recreational Use, Public - Religious Institution - School, Primary or Secondary - School, University <u>Solar Energy Systems, ≥20kw to 2 MW - Accessory Use</u> - Supportive Housing Facility, Transitional and/or Permanent
<u>Where there is a discrepancy between Section 54.306 and this table, Section 54.306 shall prevail.</u>	

(D) Dimensional Regulations for 1 Dwelling unit and other uses identified in Section 54.308			
<u>Lot, Coverage, and Building Height Standards</u>		<u>Minimum Setbacks</u>	
<u>Min. Lot Area (sq. ft.)</u>	<u>4,500</u>	<u>Front Yard (ft.)</u>	<u>15 (A), (B)</u>
<u>Min. Lot Width (ft.)</u>	<u>37.5</u>	<u>Side Yard (one) (ft.)</u>	<u>5 (L)</u>
<u>Max. Impervious Surface Coverage (%)</u>	<u>(S)</u>	<u>Side Yard (total of 2) (ft.)</u>	<u>13 (L)</u>
<u>Max. Building Height of Primary Building (ft.) (Q)</u>	<u>31.5</u>	<u>Rear Yard (ft.)</u>	<u>20 (L)</u>

Max. Building Height of Accessory Building	<u>(L)</u>		
Max. Building Height (stories)	-		
Where there is a discrepancy between Article 4 and this table, Article 4 shall prevail.			

(E) Dimensional Regulations for 2 Dwelling Units			
<u>Lot, Coverage, and Building Height Standards</u>		<u>Minimum Setbacks</u>	
Min. Lot Area (sq. ft.)	6,000 <u>(C)</u>	Front Yard (ft.)	15 <u>(A), (B)</u>
Min. Lot Width (ft.)	50 <u>(D)</u>	Side Yard (one) (ft.)	10 <u>(L)</u>
Max. Impervious Surface Coverage (%)	<u>(S)</u>	Side Yard (total of 2) (ft.)	20 <u>(L)</u>
Max. Building Height of Primary Building (ft.) <u>(Q)</u>	31.5	Rear Yard (ft.)	20 <u>(L)</u>
Max. Building Height of Accessory Building	<u>(L)</u>		
Max. Building Height (stories)	-		

Where there is a discrepancy between [Article 4](#) and this table, [Article 4](#) shall prevail.

(F) Dimensional Regulations for 3-4 Dwelling Units			
<u>Lot, Coverage, and Building Height Standards</u>		<u>Minimum Setbacks</u>	
Min. Lot Area (sq. ft.)	9,000 <u>(E)</u>	Front Yard (ft.)	15 <u>(A)</u>
Min. Lot Width (ft.)	75 <u>(E)</u>	Side Yard (one) (ft.)	10 <u>(H), (L)</u>
Max. Impervious Surface Coverage (%)	<u>(S)</u>	Side Yard (total of 2) (ft.)	20 <u>(H), (L)</u>
Max. Building Height of Primary Building (ft.) <u>(Q)</u>	31.5	Rear Yard (ft.)	30 <u>(H), (L)</u>
Max. Building Height of Accessory Building	<u>(L)</u>		
Max. Building Height (stories)	-		
Max. Lot Coverage/ Ground Coverage	0.50		

Where there is a discrepancy between [Article 4](#) and this table, [Article 4](#) shall prevail.

Section 54.309

MFR, Multiple Family Residential District

(B) Permitted Principal Uses	(C) Special Land Uses
- Accessory Building or Structure - Accessory Use, Non-Single Family Residential Lots - Accessory Use, Single-Family Residential Lots - Adult Foster Care, Family Home - Adult Foster Care, Small Group Home - Child or Day Care, Family Home <u>Child or Day Care, Group Home</u> - Dwelling, Accessory Unit - Dwelling, Multiple-Family <u>5+ dwelling units</u> <u>Dwelling, Quadplex</u> - Dwelling, Single-Family Attached - Dwelling, Single-Family Detached <u>Dwelling, Triplex</u> - Dwelling, Two-Family (Duplex) - Food Production, Minor - Foster Family Home - Home Occupation - Home Office - Homestays and Vacation Home - Outdoor Entertainment and Community Events (Temporary) <u>Small Wind Energy Systems, Roof-Mounted</u> <u>Solar Energy Systems, <20kw- Accessory Use</u> - Supportive Housing Facility, Transitional and/or	- Adult Foster Care, Large Group Home - Bed and Breakfast - Cemetery ~~Child or Day Care, Group Home~~ - Domestic Violence Abuse Shelter - Dwelling, Intentional Community - Foster Family Group Home - Fraternity or Sorority House - Halfway House - Hospital - Hostel - Nursing Home, Convalescent Home, Extended Care Facility, Assisted Living Facility <u>Off-street Parking Lot</u> - Outdoor Recreation - Public or Governmental Building - Recreational Use, Public - Religious Institution - Rooming House - School, Primary or Secondary - School, University <u>Solar Energy Systems, ≥20kw to 2 MW - Accessory Use</u>

Permanent	
Where there is a discrepancy between Section 54.306 and this table, Section 54.306 shall prevail.	

(D) Dimensional Regulations 5+ Multiple Family Units			
Lot, Coverage, and Building Height Standards		Minimum Setbacks	
Min. Lot Area (sq. ft.)	15,000	Front Yard (ft.)	15 (A)
Min. Lot Width (ft.)	100	Side Yard (one) (ft.)	15 (H) , (L) , (M)
Max. Impervious Surface Coverage (%)	(T)	Side Yard (total of 2) (ft.)	30 (H) , (L) , (M)
Max. Building Height of Primary Building (ft.) (Q)	36.5 (M) , (N)	Rear Yard (ft.)	30 (H) , (L) , (M)
Max. Building Height of Accessory Building	Sec 54.616(C)	Required Buffer & Greenbelt	(U)
Max. Building Height (stories)	-		
Max. Lot Coverage/ Ground Coverage	~~0.20~~ 0.50		
Where there is a discrepancy between Article 4 and this table, Article 4 shall prevail.			

(E) Dimensional Regulations for 3-4 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 (%)	(S or T)	Side Yard (total of 2) (ft.)	20 (H) , (L) , (M)
Max. Building Height of Primary Building (ft.) (Q)	36.5 (M) , (N)	Rear Yard (ft.)	30 (H) , (L) , (M)
Max. Building Height of Accessory Building	(L) & Sec 64.616(C)	Required Buffer & Greenbelt	(U)
Max. Building Height (stories)	-		
Max. Lot Coverage/ Ground Coverage	~~0.20~~ 0.50		
Where there is a discrepancy between Article 4 and this table, Article 4 shall prevail.			

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 - Outdoor Entertainment and Community Events (Temporary) Small Wind Energy Systems, Roof-Mounted Solar Energy Systems, <20kw- Accessory Use	Solar Energy Systems, ≥20kw to 2 MW - Accessory Use
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 • <u>Accessory Use, Non-Single Family Residential Lots</u> • Accessory Use, Single-Family Residential Lots • Adult Foster Care, Family Home • Adult Foster Care, Small Group Home • Child Care Center or Day Care Center • Child or Day Care, Family Home • <u>Child or Day Care, Group Home</u> • Drive-Through Uses • Dwelling, Accessory Unit • Dwelling, Live/Work • Dwelling, Multiple-Family <u>5+ dwelling units</u> • <u>Dwelling, Quadplex</u> • Dwelling, Single-Family Attached • Dwelling, Single-Family Detached • <u>Dwelling, Triplex</u> • 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 • <u>Manufacturing, Light – Low Impact</u> • Medical Hospital Related Accessory Uses • Medical Hospital Related Office or Uses • Office, Medical • Office, Professional • Outdoor Entertainment and Community Events (Temporary) • Outdoor Food and Non-Alcoholic Beverage Service • Outdoor Recreation • Public or Governmental Building • Religious Institution • Restaurant, Indoor Service • <u>Restaurant with Outdoor Food & Non-Alcoholic Beverage Service</u> • Retail Business, Indoor • Retail Sales, Outdoor Temporary • Service Establishment • <u>Small Wind Energy Systems, Roof-Mounted</u> • <u>Solar Energy Systems, <20kw- Accessory Use</u> • Veterinary Clinic (Domestic Animals Only)	• ~~Accessory Use, Non-Single Family Residential Lots~~ • Bar • Bed and Breakfast • Bed and Breakfast Inn • ~~Child or Day Care, Group Home~~ • Domestic Violence Abuse Shelter • Dwelling, Intentional Community • Foster Family Group Home • Fraternity or Sorority House • <u>Fuel Dispensing Uses, including Service Stations</u> • Halfway House • Homeless Shelter • Hospital • Hospital Hospitality House • Hostel • Hotel or Motel • Manufacturing, Light – <u>Medium Impact</u> • Marihuana Safety Compliance Facility • Nursing Home, Convalescent Home, Extended Care Facility, Assisted Living Facility • <u>Off-street Parking Lot</u> • Outdoor Entertainment and Community Events (Principal or Accessory Use) • Outdoor Alcoholic Beverage Service • Recreational Use, Public • <u>Restaurant with Outdoor Alcoholic Beverage Service</u> • Rooming House • School, Primary or Secondary • School, University • <u>Solar Energy Systems, ≥20kw to 2 MW - Accessory Use</u> • <u>Solar Energy Systems, ≥20kw to 2 MW - Principal Use (Non-residential)</u> • Supportive Housing Facility, Transitional and/or Permanent • Vehicle Repair and Service
Where there is a discrepancy between Section 54.306 and this table, Section 54.306 shall prevail.	

Section 54.312 CBD, Central Business District

(B) Permitted Principal Uses	(C) Special Land Uses
• Accessory Building or Structure • <u>Accessory Use, Non-Single Family Residential Lots</u> • Adult Foster Care, Family Home • Bar • Child or Day Care, Family Home • <u>Child Care Center or Day Care Center</u> • Drive-Through Uses • Dwelling, Live/Work • Dwelling, Accessory Unit • Dwelling, Multiple Family <u>5+ dwelling units</u> • <u>Dwelling, Quadplex</u> • Dwelling, Two-Family (Duplex) • <u>Dwelling, Triplex</u> • Emergency Services • Farmers' Markets • Food Production, Minor • Foster Family Home • Health Services • Home Occupation • Home Office • Homestays and Vacation Home • Hospice • Indoor Recreation • <u>Manufacturing, Light- Low Impact</u> • Light Vehicle/Equipment Sales and Display • Medical Hospital Related Accessory Uses • Medical Hospital Related Office or 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 • <u>Restaurant with Outdoor Food & Non-Alcoholic Beverage Service</u> • <u>Restaurant with Outdoor Alcoholic Beverage Service</u> • Retail Sales, Outdoor Temporary • Service Establishment • <u>Small Wind Energy Systems, Roof-Mounted</u> • <u>Solar Energy Systems, <20kw- Accessory Use</u> • Veterinary Clinic (Domestic Animals Only)	• ~~Accessory Use, Non-Single Family Residential Lots~~ • Accessory Use, Single-Family Residential Lots • Bed and Breakfast • Bed and Breakfast Inn • ~~Child Care Center or Day Care Center~~ • Domestic Violence Abuse Shelter • Dwelling, Intentional Community • Dwelling, Single-Family Attached • Dwelling, Single-Family Detached • Foster Family Group Home • Fraternity or Sorority House • <u>Gasoline Service Stations Fuel Dispensing Uses, including Service Stations</u> • Homeless Shelter • Hospital • Hospital Hospitality House • Hostel • Hotel or Motel • Manufacturing, Light <u>– Medium Impact</u> • Marihuana Designated Consumption Establishment • Marihuana Educational Research • Marihuana Grower – Class A • Marihuana Microbusiness – Light Manufacturing • Marihuana Processor – Light Manufacturing • Marihuana Retailer • Marihuana Safety Compliance Facility • Nursing Home, Convalescent Home, Extended Care Facility, Assisted Living Facility • <u>Off-street Parking Lot</u> • Recreational Use, Public • Religious Institution • Rooming House • School, Primary or Secondary • School, University • <u>Solar Energy Systems, ≥20kw to 2 MW - Accessory Use</u> • <u>Solar Energy Systems, ≥20kw to 2 MW - Principal Use (Non-residential)</u> • Supportive Housing Facility, Transitional and/or Permanent • Vehicle Repair and Service • Wireless Telecommunications Facilities
Where there is a discrepancy between Section 54.306 and this table, Section 54.306 shall prevail.	

(D) Dimensional Regulations

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

Section 54.313 GC, General Commercial District

(B) Permitted Principal Uses	(C) Special Land Uses
- Accessory Building or Structure Accessory Use, Non-Single Family Residential Lots - Bar - Child Care Center or Day Care Center - Drive-Through Uses - Emergency Services - Farmers' Markets - Food Production, Minor Gasoline Service Stations Fuel Dispensing Uses, including Service Stations - Health Services - Hospice - Hotel or Motel - Indoor Recreation Manufacturing, Light – Low Impact - Light Vehicle/Equipment Sales and Display - Medical Hospital Related Accessory Uses - Medical Hospital Related Office or Uses - Office, Medical - Office, Professional - Outdoor Alcoholic Beverage Service - Outdoor Entertainment and Community Events (Temporary Use) - Outdoor Food and Non-Alcoholic Beverage Service - Outdoor Recreation - Public or Governmental Building - Religious Institution - Restaurant, Indoor Service Restaurant with Outdoor Food & Non-Alcoholic Beverage Service Restaurant with Outdoor Alcoholic Beverage Service - Retail Business, Indoor - Retail Sales, Outdoor Temporary - Service Establishment - Shooting Range, Indoor Small Wind Energy Systems, Roof-Mounted Solar Energy Systems, <20kw- Accessory Use - Storage, Open	~~Accessory Use, Non-Single Family Residential Lots~~ - Hospital - Hostel - Manufacturing, Light – Medium Impact - Marihuana Designated Consumption Establishment - Marihuana Educational Research - Marihuana Grower – Class A - Marihuana Grower – Class B - Marihuana Grower – Class C - Marihuana Grower – Excess - Marihuana Microbusiness Class A and Light Manufacturing - Marihuana Processor – Light Manufacturing - Marihuana Retailer - Marihuana Safety Compliance Facility - Marihuana Secure Transporters Off-street Parking Lot - Outdoor Entertainment and Community Events (Principal & Accessory Use) - Pet Boarding Facility - Recreational Use, Public - Retail Business, Outdoor Permanent - Rooming House Small Wind Energy Systems, Tower-Mounted Solar Energy Systems, ≥20kw to 2 MW - Accessory Use Solar Energy Systems, ≥20kw to 2 MW - Principal Use (Non-residential) ~~Vehicle Repair and Service~~ - Wireless Telecommunications Facilities

• Vehicle Repair and Service • Veterinary Clinic (Domestic Animals Only) • Wholesale Trade Establishment	
Where there is a discrepancy between Section 54.306 and this table, Section 54.306 shall prevail.	

Section 54.314 RC, Regional Commercial District

(B) Permitted Principal Uses	(C) Special Land Uses
• Accessory Building or Structure • Accessory Use, Non-Single Family Residential Lots • Bar • Child Care Center or Day Care Center • Drive-Through Uses • Emergency Services • Farmers' Markets • Food Production, Minor • Gasoline Service Stations Fuel Dispensing Uses, including Service Stations • Health Services • Hospice • Hotel or Motel • Indoor Recreation • Manufacturing, Light – Low Impact • Light Vehicle/Equipment Sales and Display • Medical Hospital Related Accessory Uses • Medical Hospital Related Office or Uses • Office, Medical • Office, Professional • Outdoor Alcoholic Beverage Service • Outdoor Entertainment and Community Events (Temporary Use) • Outdoor Food and Non-Alcoholic Beverage Service • Outdoor Recreation • Public or Governmental Building • Religious Institution • Restaurant, Indoor Service • Restaurant with Outdoor Food & Non-Alcoholic Beverage Service • Restaurant with Outdoor Alcoholic Beverage Service • Retail Business, Indoor • Retail Sales, Outdoor Temporary • Service Establishment • Shooting Range, Indoor • Small Wind Energy Systems, Roof-Mounted • Solar Energy Systems, <20kw- Accessory Use • Solar Energy Systems, ≥20kw to 2 MW - Principal Use (Non-residential) • Storage, Open • Vehicle Repair and Service • Veterinary Clinic (Domestic Animals Only) • Wholesale Trade Establishment	• ~~Accessory Use, Non-Single Family Residential Lots~~ • Hospital • Manufacturing, Light – Medium Impact • Marihuana Educational Research • Marihuana Grower – Class A • Marihuana Grower – Class B • Marihuana Grower – Class C • Marihuana Grower – Excess • Marihuana Microbusiness – Class A and Light Manufacturing • Marihuana Processor – Light Manufacturing • Marihuana Retailer • Marihuana Safety Compliance Facility • Marihuana Secure Transporters • Off-street Parking Lot • Outdoor Entertainment and Community Events (Principal & Accessory Use) • Pet Boarding Facility • Recreational Use, Public • Retail Business, Outdoor Permanent • Small Wind Energy Systems, Tower-Mounted • Solar Energy Systems, ≥20kw to 2 MW - Accessory Use • Storage, Bulk • Warehousing/Storage Facilities • Wholesaling Operations • Wireless Telecommunications Facilities
Where there is a discrepancy between Section 54.306 and this table, Section 54.306 shall prevail.	

Section 54.315 M, Municipal District

(B) Permitted Principal Uses	(C) Special Land Uses
• Accessory Building or Structure • <u>Accessory Use, Non-Single Family Residential Lots</u> • Agriculture-Like Operation, including Forestry • Cemetery • Farmers' Markets • Food Production, Minor • <u>Fuel Dispensing Uses, including Service Stations</u> • Indoor Recreation • <u>Manufacturing, Light – Low Impact</u> • <u>Manufacturing, Light – Medium Impact</u> • 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 • <u>Small Wind Energy Systems, Roof-Mounted</u> • <u>Solar Energy Systems, <20kw- Accessory Use</u> • <u>Solar Energy Systems, ≥20kw to 2 MW - Accessory Use</u> • <u>Solar Energy Systems, ≥20kw to 2 MW - Principal Use (Non-residential)</u> • Storage, Open • Wireless Telecommunications Facilities	• ~~Accessory Use, Non-Single Family Residential Lots~~ • <u>Off-street Parking Lot</u> • Port Facilities and Docks • Recycling Collection and Transfer Stations • <u>Small Wind Energy Systems, Tower-Mounted</u> • 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.	

Section 54.316 C, Civic District

(B) Permitted Principal Uses	(C) Special Land Uses
• Accessory Building or Structure • <u>Accessory Use, Non-Single Family Residential Lots</u> • Agriculture-Like Operation, including Forestry • Cemetery • Farmers' Markets • Food Production, Minor • <u>Fuel Dispensing Uses, including Service Stations</u> • Indoor Recreation • <u>Manufacturing, Light – Low Impact</u> • 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 • <u>Small Wind Energy Systems, Roof-Mounted</u>	• ~~Accessory Use, Non-Single Family Residential Lots~~ • <u>Manufacturing, Light – Medium Impact</u> • Marihuana Educational Research • <u>Off-street Parking Lot</u> • Port Facilities and Docks • <u>Small Wind Energy Systems, Tower-Mounted</u> • Structures between the shoreline of Lake Superior and the pavement of the nearest public street or highway.

• <u>Solar Energy Systems, <20kw- Accessory Use</u> • <u>Solar Energy Systems, ≥20kw to 2 MW - Accessory Use</u> • <u>Solar Energy Systems, ≥20kw to 2 MW - Principal Use (Non-residential)</u> • Storage, Open • Wireless Telecommunications Facilities	
Where there is a discrepancy between Section 54.306 and this table, Section 54.306 shall prevail.	

Section 54.317 IM, Industrial/Manufacturing District

(B) Permitted Principal Uses	(C) Special Land Uses
• Accessory Building or Structure • <u>Accessory Use, Non-Single Family Residential Lots</u> • Food Production, Minor • <u>Gasoline Service Stations Fuel Dispensing Uses, including Service Stations</u> • Indoor Recreation • <u>Manufacturing, Light – Low Impact</u> • <u>Manufacturing, Light – Medium Impact</u> • 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 • <u>Small Wind Energy Systems, Roof-Mounted</u> • <u>Solar Energy Systems, <20kw- Accessory Use</u> • <u>Solar Energy Systems, ≥20kw to 2 MW - Accessory Use</u> • <u>Solar Energy Systems, ≥20kw to 2 MW - Principal Use (Non-residential)</u> • Storage, Open • Vehicle Repair and Service • Veterinary Clinic (Domestic Animals Only) • Warehousing/Storage Facilities • Wholesale Trade Establishment • Wholesaling Operations • Wireless Telecommunications Facilities	• ~~Accessory Use, Non-Single Family Residential Lots~~ • Adult Entertainment Uses • Major Repair and Maintenance Operations • Marihuana Educational Research • Marihuana Grower – Class A • Marihuana Grower – Class B • Marihuana Grower – Class C • Marihuana Grower – Excess • Marihuana Microbusiness – Class A and Light Manufacturing • Marihuana Microbusiness – Heavy Manufacturing • Marihuana Processor – Light Manufacturing • Marihuana Processor – Heavy Manufacturing • Marihuana Retailer • Marihuana Safety Compliance Facility • Marihuana Secure Transporters • Manufacturing, Heavy • <u>Off-street Parking Lot</u> • Pet Boarding Facility • Retail Business, Outdoor Permanent • <u>Small Wind Energy Systems, Tower-Mounted</u> • Storage, Bulk
Where there is a discrepancy between Section 54.306 and this table, Section 54.306 shall prevail.	

Section 54.318 CR, Conservation and Recreation District

(B) Permitted Principal Uses	(C) Special Land Uses
• Accessory Building or Structure • <u>Accessory Use, Non-Single Family Residential Lots</u> • 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	• ~~Accessory Use, Non-Single Family Residential Lots~~ • Natural Resource Extraction Operations • <u>Outdoor Alcoholic Beverage Service</u> • Port Facilities and Docks • Recreational Use, Land Intensive • <u>Restaurant with Outdoor Alcoholic Beverage Service</u> • <u>Small Wind Energy Systems, Tower-Mounted</u> • <u>Solar Energy Systems, ≥20kw to 2 MW - Accessory Use</u> • <u>Solar Energy Systems, ≥20kw to 2 MW - Principal Use</u>

- Recreational Use, Public - Restaurant with Outdoor Food & Non-Alcoholic Beverage Service - Small Wind Energy Systems, Roof-Mounted - Solar Energy Systems, <20kw- Accessory Use - Storage, Open	(Non-residential) - 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.	

Section 54.319 BLP, Board of Light and Power District

(B) Permitted Principal Uses	(C) Special Land Uses
- Accessory Building or Structure - Accessory Use, Non-Single Family Residential Lots - Agriculture-Like Operation, including Forestry - Food Production, Minor - Fuel Dispensing Uses, including Service Stations - Major Repair and Maintenance Operations - Manufacturing, Light – Low Impact - Manufacturing, Light – Medium Impact - Manufacturing, Heavy - Outdoor Entertainment and Community Events (Temporary) - Outdoor Recreation - Public or Governmental Building - Recreational Use, Public - Small Wind Energy Systems, Roof-Mounted - Solar Energy Systems, <20kw- Accessory Use - Solar Energy Systems, ≥20kw to 2 MW - Accessory Use - Solar Energy Systems, ≥20kw to 2 MW - Principal Use (Non-residential) - Storage, Bulk - Storage, Open - Utility Electrical Power Generation - Warehousing - Wireless Telecommunications Facilities	- Accessory Use, Non-Single Family Residential Lots - Off-street Parking Lot - Port Facilities and Docks - Recreational Use, Land Intensive - Small Wind Energy Systems, Tower-Mounted
Where there is a discrepancy between Section 54.306 and this table, Section 54.306 shall prevail.	

Section 54.320 RO, Riparian Overlay District

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

(K) Definitions

(ss) USE, COMMERCE: For the purpose of the Waterfront District, COMMERCE uses shall be considered to encompass all of the following (see [Article 6](#) for applicable standards for specific uses):

- (i)** Executive, Administrative, and Professional Offices (See [Section 54.634](#))
- (ii)** Medical and Dental Offices, and Clinics (See [Section 54.634](#))
- (iii)** Day Care Centers (See [Section 54.609](#))
- (iv)** On-premise Alcohol Sales
- (v)** Outdoor Food and Beverage Service (See [Section 54.638](#))
- (vi)** All of the Civic Use Categories Except Passenger Terminals
- (vii)** All of the Retail Use Categories
- (viii)** Parking **Lot**, Facilities and Structures, including a parking lot attendant shelter.
- (ix)** Outdoor Recreation.

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

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)	PS	PS	PS	PS	PS	PS
Foster Family Group Home	S	S	S	S	S	S
Halfway House (Section 54.620)	S	S	S	S	S	S
Homeless Shelter (Section 54.623)	S	S	S	S	S	S
B. RETAIL						
Retail Service	P	P		P	P	P
Retail Specialty	P	P		P	P	P
Retail Trade	P	P		P	P	P
C. CIVIC						
Community uses open to the public including: meeting halls; libraries; schools; police and fire stations; post offices (retail operations only, no primary distribution facilities); places of worship; museums; cultural, visual and performing art centers; and government functions open to the public.	P	P		P	P	P
D. COMMERCE						
Executive, Administrative, and Professional Offices (See Section 54.634)	P	P		P	P	P
Medical and Dental Offices, and Clinics (See Section 54.634)	P	P		P	P	P
Day Care Centers (See Section 54.609)	P	P		P	P	P
On-premise Alcohol Sales	P	P		P	P	P
Outdoor Alcoholic Beverage Service (See Section 54.637)	P	P		P	P	P
Outdoor Food and Non-Alcoholic Beverage Service (See Section 54.638)	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 Lot Facilities and Structures, including a parking lot attendant shelter.	SP	SP		SP	SP	SP
Outdoor Recreation.	P	P		P	P	P
E. LIGHT INDUSTRIAL						
Light Manufacturing (See Section 54.627)	P	P		P	P	P
Waterfront Related Repair and Maintenance	P	P		P	P	P
Mooring and Docking of Boats	P	P		P	P	P
Winter Storage of Watercraft Between the Dates of October 1st and May 30th	P	P		P	P	P
F. OTHER						
Wireless Telecommunications Facilities (See Section 54.648)	S	S		S	S	S
Outdoor Entertainment and Community Events (See Section 54.636)	P	P		S	S	S
Recreation Use, Public	S	S		S	S	S
Marihuana Educational Research (See Section 54.629)	S	S		S	S	S
Marihuana Microbusiness – Class A and Light Manufacturing (See Section 54.629)	S	S		S	S	S
Marihuana Retailer (See Section 54.629)	S	S		S	S	S
Marihuana Processor – Light Manufacturing (See Section 54.629)	S	S		S	S	S
Marihuana Safety Compliance Facility (See Section 54.629)	S	S		S	S	S
Marihuana Designated Consumption Establishment (See Section 54.629)	S	S				
Accessory Use, Non-Single Family Residential Lots	P	P		P	P	P
Solar Energy Systems <20kw – Accessory Use	P	P	P	P	P	P

Section 54.322 Third Street Corridor District Form-Based Code

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

Figure 14. T4 Standards

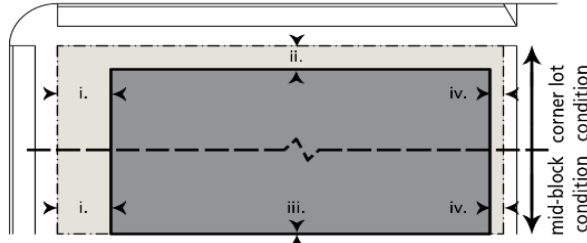
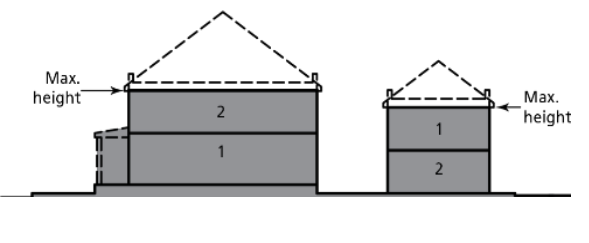
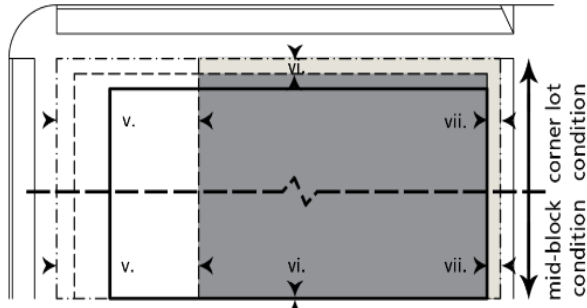
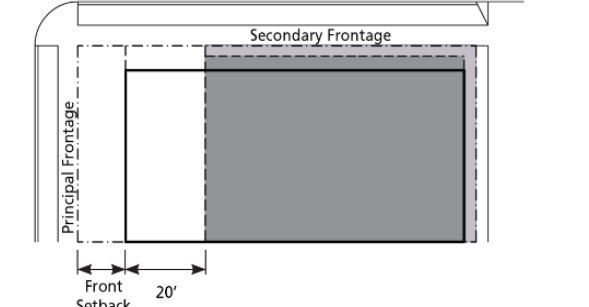
A. BUILDING PLACEMENT		B. BUILDING FORM	
PRINCIPAL BUILDING		HEIGHT	
			
i. Front Setback (Principal)	5 ft. – 18 ft.	PRINCIPAL BUILDING	
ii. Front Setback (Secondary)	5 ft. – 10 ft.	Stories	2
iii. Side Setback	0 ft. if attached to a neighboring structure; otherwise 3 ft.	To eave / parapet	30 ft. max.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

Figure 15. T5 Standards

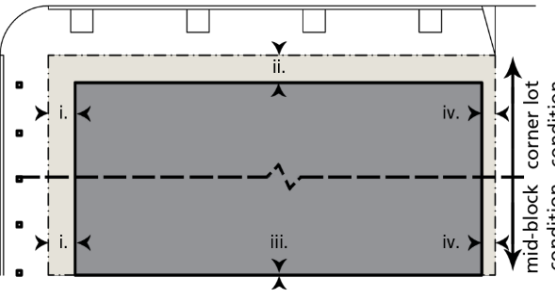
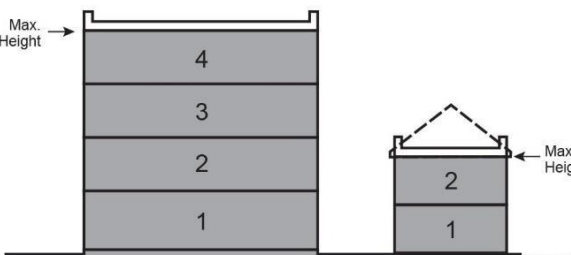
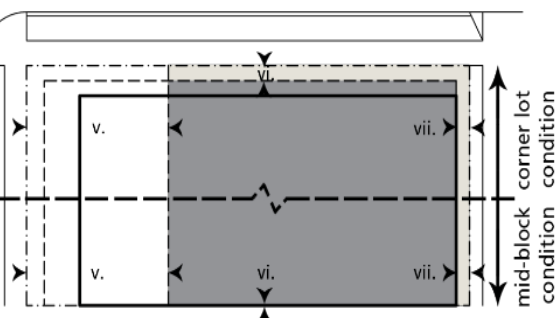
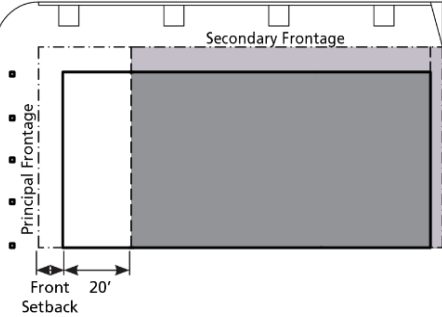
A. BUILDING PLACEMENT		B. BUILDING FORM	
PRINCIPAL BUILDING		HEIGHT	
			
i. Front Setback (Principal)	0 ft. – 18 ft.	PRINCIPAL BUILDING	
ii. Front Setback (Secondary)	0 ft. – 12 ft.	Stories	4 max.
iii. Side Setback	0 ft. – 6 ft.	To eave / parapet	48 ft. max.
iv. Rear Setback	3 ft. min.	OUTBUILDING	
Abutting MDR Zoning District property line	10 ft.	Stories	2
OUTBUILDING		To eave / parapet	30 ft. max.
		MASS	
v. Front Setback (Principal)	20 ft. min.	Lot width	20 ft. min. . (Sec 54.403(D) & (E))
vi. Side Setback	0 ft. if attached to a neighboring structure; otherwise 3 ft.	Lot coverage	90% max.
vii. Rear Setback	3 ft. min.	Façade buildout at setback	75 40 % min.
Abutting MDR Outbuilding	10 ft. min.	PARKING AND STORAGE LOCATION	
ENCROACHMENTS			
i. Setback <i>encroachments</i>		PARKING*	
Balcony and/or bay window	80% max. (distance between façade and front lot line)	Principal Frontage setback	Not permitted
ii. Sidewalk <i>encroachments</i>		20 ft. behind front setback	Not permitted
Awning	Determined by City process for use of right-of-way	Rear of lot	Permitted
Rooftop Patio	To the property line but not over a public sidewalk.	*Exception – Single-family and Two-family dwellings are permitted to park in the 20-ft setback	
		TRASH & STORAGE* LOCATION	
		Front setback	Not permitted
		20 ft. behind front setback	Not permitted
		Rear of lot	Permitted
		* Storage includes boats and recreational vehicles.	

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

USE	T4	T5	USE	T4	T5
A. RESIDENTIAL			E. INSTITUTIONAL		
Mixed-use building	P	P	Conference center		P
Multi-family dwelling (Section 54.616 & 54.403(E))	P	P	Live theater	S	P
Live-work unit (Section 54.615)	P	P	Movie theater	S	P
Two-family dwelling (Sections 54.613 & 54.403 (C & D))	P	P	Museum	P	P
Townhouse	P	P	Religious assembly (Section 54.642)	P	P
Single-family dwelling (Section 54.617)	P	P	F. AUTOMOTIVE		
Group day care home (Section 54.608)	PS	PS	Gasoline	P	P
Foster family home	S	S	Service	P	P
Halfway house (Section 54.620)	S	S	Sales	P	P
Home occupation (Section 54.621)	P	P	Truck maintenance (Section 54.627)		
Home office (Section 54.622)	P	P	Drive-through facility (Section 54.611)	P	P
Dwelling, Intentional Community (Section 54.614)	S	S	G. CIVIL SUPPORT		
Family Day Care Home	P	P	Funeral home	P	P
Adult Foster Care Family Home	P	P	Hospital (Section 54.625)		S
Domestic Violence Shelter (Section 54.610)	S	S	Medical clinic	P	P
B. LODGING			Veterinary clinic	P	P
Hotel or Motel	S	P	Pet boarding facility	S	S
Bed & Breakfast Inn (up to 12 rooms) (Section 54.604)	P	P	Cemetery (Section 54.606)	S	S
Bed & Breakfast (up to 6 rooms) (Section 54.603)	P	P	Public or Governmental Building	P	P
Rooming Houses and Hostels (Section 54.644)	S	S	Recreational Use, Public	S	S
Hospital Hospitality Houses (Section 54.626)	S	S	H. EDUCATION		
Homestays and Vacation Home Rentals (Section 54.624)	P	P	High school	S	S
C. OFFICE			Elementary school	P	P
Office building (Section 54.634)	P	P	Day care center (Section 54.609)	P	P
Mixed-use building	P	P	I. INDUSTRIAL		
Live-work unit (Section 54.615)	P	P	Heavy industrial facility (Section 54.627)		
D. RETAIL			Light industrial facility (Section 54.627)	S	S
Outdoor Entertainment and Community Events (Temporary Use) (Section 54.635(B))	P	P	Laboratory facility	S	S
Outdoor Entertainment and Community Events (Accessory or Principal Use) (Section 54.636(C) or (D))	S	S	Mini-storage		S
Gallery	P	P	Marihuana Safety Compliance Facility (Section 54.629)	S	S
Restaurant, Indoor Service and with or without Outdoor Food and Non-Alcoholic Beverage Service (Section 54.638)	P	P	Warehouse	S	S
Restaurant, with Outdoor Alcoholic Beverage Service (Section 54.637)	PS	PS	J. OTHER USES		
Outdoor Alcoholic Beverage Service (Section 54.637)	S	S	Accessory Building or Structure (See Figure 14 , Figure 15 , and, as applicable, Section 54.705)	P	P
Outdoor Food & Non-Alcoholic Beverage Service (Section 54.638)	P	P	Accessory Use, Non-Single Family Residential Lots	PS	PS
Retail building	P	P	Accessory Use, Single-Family Residential Lots	P	P
Mixed-use building	P	P	Commercial Service Establishment	P	P
Open/outdoor market building	P	P	Food Production, Minor	P	P
Retail Sales, Outdoor Temporary (Section 54.639)	P	P	Marihuana Education Research (Section 54.629)	S	S
Indoor Recreation	P	P	Off-street Parking Lot	S	S
Farmers' Markets (Section 54.618)	P	P	Outdoor Recreation	S	S
Kiosk	P	P	Solar Energy Systems <20kw – Accessory Use	P	P
Push cart	P	P	Wireless Telecommunications Facilities (Section 54.648)	S	S
Marihuana Retailer (Section 54.629)		S			
			Permitted Use	P	
			Special Land Use	S	

(4) Fencing Standards.

- (a) Hedges in *frontage* fences shall be evergreen.
- (b) Wood *frontage* fences shall be painted or stained.
- (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 21](#)), 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 23. Fence Locations](#).
 - (iii) A fence and/or wall in the side or rear yard for an approved commercial Outdoor 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, **and may be up to six (6) feet in height in the side yard.**
- (e) **Dog Pens and Runs.** Section 10-42 of the City Code states, “Dog pens and runs shall not be placed in front yards. Such pens shall be located not less than ten feet from adjacent properties unless a six-foot solid screen obscuring fence is constructed to separate the pen and run from adjacent property. For purposes of this article, any enclosed area used exclusively to contain a dog shall be considered a dog pen or dog run”.

(8) Parking Location and Access.

- (a) Parking shall not be located within 20 feet of the primary *frontage*.
 - (i) **Exception – Single-family and Two-family dwellings are permitted to park within 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 2,000 feet of the lot.
- (c) Off-street parking shall be accessed by alleys where available.
- (d) Where alleys are not available, off-street parking may be accessed from the following locations:
 - (i) From *secondary frontages*; driveways should be located near the rear lot line.
 - (ii) Where *secondary frontages* are not available, parking may be accessed from the primary *frontage* in T4 for lots with a minimum width of 45 feet, in T5 for lots with a minimum width of 60 feet.
- (e) Driveways providing access to off-street parking are limited to 10 feet in width in T4 and 24 feet in T5.

SECTION 3. Article 4 Schedule of Regulations

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

Article 4 Schedule of Regulations

Section 54.402

Schedule of Regulations

Zoning District	Minimum Lot Dimensions		Minimum Setback Requirements <u>(U)</u>				Maximum Height of Structures <u>(Q)</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 1-2 Units and other uses identified in 54.307	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>(S)</u>
LDR, Low Density Residential 3-4 Dwelling Units	9,000 <u>(E)</u>	75 <u>(E)</u>	20 <u>(B)</u>	10 <u>(H), (L)</u>	20 <u>(H), (L)</u>	30 <u>(H), (L)</u>	31.5	<u>(L)</u>	<u>(S)</u>
MDR, Medium Density Residential 1 Unit and other uses identified in 54.308	4,500 <u>(C)</u>	37.5 <u>(D)</u>	15 <u>(A), (B)</u>	5 <u>(L)</u>	13 <u>(L)</u>	20 <u>(L)</u>	31.5	<u>(L)</u>	<u>(S)</u>
MDR, Medium Density Residential 2 Dwelling Units	6,000 <u>(C)</u>	50 <u>(D)</u>	15 <u>(A), (B)</u>	10 <u>(L)</u>	20 <u>(L)</u>	20 <u>(L)</u>	31.5	<u>(L)</u>	<u>(S)</u>
MDR, Medium Density Residential 3-4 Dwelling Units	9,000 <u>(E)</u>	75 <u>(E)</u>	15 <u>(A)</u>	10 <u>(H), (L)</u>	20 <u>(H), (L)</u>	30 <u>(H), (L)</u>	31.5	<u>(L)</u>	<u>(S)</u>
MFR, Multi-Family Residential 1-2 Units	6,000 <u>(C)</u>	50 <u>(D)</u>	15	10 <u>(L)</u>	20 <u>(L)</u>	30 <u>(L)</u>	31.5	<u>(L)</u>	<u>(S)</u>
MFR, Multi-Family Residential 3-4 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), (L), (M)</u>	20 <u>(H), (L), (M)</u>	30 <u>(H), (L), (M)</u>	36.5 <u>(M), (N)</u>	<u>(L)</u>	<u>(S) or (T)</u>
MFR, Multi-Family Residential 5+ Multiple Family Units <u>(K)</u>	15,000	100	15 <u>(A)</u>	15 <u>(H), (L), (M)</u>	30 <u>(H), (L), (M)</u>	30 <u>(H), (L), (M)</u>	36.5 <u>(M), (N)</u>	<u>(L)</u>	<u>(T)</u>
MHP, Mobile Home District	See <u>Section 54.631</u>								
M-U, Mixed-Use	4,800 <u>(C), (E)</u>	40 <u>(D), (E)</u>	0 <u>(E), (F), (G)</u>	5 <u>(L), (N)</u>	13 <u>(L), (N)</u>	20 <u>(L), (N)</u>	44 <u>(N)</u>	<u>(L)</u>	<u>(S) or (T)</u>
CBD, Central Business District	None	24	0	5 <u>(L)</u>	10 <u>(L)</u>	10 <u>(L)</u>	74 <u>(O)</u>	<u>(L)</u>	<u>(S) or (T)</u>
GC, General Commercial	None	24	0 <u>(F), (G)</u>	15 <u>(L)</u>	30 <u>(L)</u>	20	40	<u>(L)</u>	<u>(T)</u>
RC, Regional Commercial	None	24	30	15	30	20	40	<u>(L)</u>	<u>(T)</u>
M, Municipal	None	24	None	None	None	None	None	<u>(L)</u>	<u>(T)</u>
C, Civic	None	24	None	5	10	20	60	<u>(L)</u>	<u>(T)</u>
IM, Industrial/Manufacturing	None	24	40	20	40	40	80 <u>(P)</u>	<u>(L) (P)</u>	<u>(T)</u>
CR, Conservation/Recreation	None	24	15	50	100	20 <u>(R)</u>	36.5	<u>(L)</u>	<u>(T)</u>
BLP, Board of Light and Power	None	24	40	20	40	40	None	<u>(L)</u>	<u>(T)</u>
Marquette Downtown Waterfront District Form-Based Code (see <u>Section 54.321</u>)									
Third Street Corridor Form-Based Code (see <u>Section 54.322</u>)									

Section 54.403 Footnotes to Schedule of Regulations

(H) Separation Distance of Multiple-Family Structures in the MFR District. In the MFR, Multiple Family Residential District, the minimum distance between any two (2) buildings on the same site shall be one and one-half (1.5) times the average height of the two (2) buildings. For example purposes only, the separation distance between a 36 foot high multiple family building and a 30 foot high multiple family building shall be 49.5 feet (i.e., 1.5 times 33 feet, which is the average height of the two buildings). **The proposed separation distance between buildings must be determined to comply with the Michigan Building Codes and meet all other requirements for fire safety and maintenance of structures. These requirements must be established before submitting preliminary or final site plans for City approval.**

(K) Each parcel in the MFR district that contains a multiple-family residential use shall have:

- (1) A maximum lot coverage ratio of ~~0.20~~ **0.50**.
- (2) Minimum outdoor livability space of ~~0.40~~ **0.30**.

(M) Height Exceptions and Increased Setbacks for Multiple-Family **5+ Dwelling Buildings in the MFR District.**

For multiple-family buildings in the MFR District, the height may be increased above 36.5 feet to a maximum of 44 feet provided that 1 foot shall be added to all of the minimum yard setbacks for each 1 foot that the building exceeds 36.5 feet in height.

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

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

SECTION 4. Article 5 – Supplemental Zoning District Standards

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

Section 54.501 Subdivision Developments

(E) Design Standards. The subdivision design standards set forth under this section are development guides for the assistance of the developer. The City of Marquette Engineering Department standards also apply. All final plans must be reviewed and meet the approval of the City Commission.

(1) Streets. Streets shall conform to at least all minimum requirements, general specifications, typical cross sections, and other conditions set forth in the improvement section of this regulation and by the City Commission.

(b) Design Standards.

- (i)** Major and secondary street right-of-way widths shall conform to the major thoroughfare plan of the Master Plan of the City of Marquette
- (ii)** Minor streets shall have a right-of-way width of not less than 66 feet.
- (iii)** Marginal access streets shall have a right-of-way width of not less than 66 **50** feet, ~~unless, approved by the City Commission.~~ **An additional 8 ft wide snow storage easement must be provided on each side of the right of way in all cases where the right of way is less than 66' feet.**

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

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

Article 6 Standards Applicable to Specific Land Uses

Section 54.608 Day Care, Group Home

- (A) **State License.** Group Day Care Homes shall be licensed as a group day care home by the State of Michigan prior to commencement of the use.
- (B) **Permit.** No person shall commence to add this use to an existing building or construct a new building without first obtaining Zoning Compliance and approval of the plans.
- (C) **Caregiver Parking.** One (1) off-street parking space must be provided for each caregiver not living in the dwelling.
- (D) **Drop-off and Pick-up Parking.** Two (2) parking spaces must be available for drop-off and pick-up within 250 feet of the home. Drop-off and pick-up areas shall be located in a manner which protects the safety of children, do not create traffic congestion on the site for which they are located or within a public roadway and are not disruptive to neighboring uses.
- (E) **Noise.** Caregivers shall maintain control of noise in the outside play area to protect the surrounding neighborhood.
- (F) **Signage.** A Group Home Day Care shall not have signage unless permitted in accordance with the provisions of [Article 11](#) of this Ordinance.

Section 54.609 Day Care Centers

- (A) **State License.** Day Care Centers shall be licensed as a day care center by the State of Michigan prior to commencement of the use.
- (B) **Permit.** No person shall commence to add this use to an existing building or construct a new building without first obtaining Zoning Compliance and approval of the plans. For new buildings, please refer to [Figure 51](#) to see if Site Plan Review is also required.
- (C) **Parking.** See [Section 54.903\(H\)](#) for parking requirements.
- (D) **Drop-off and Pick-up Parking.** The stacking spaces that are required in [Section 54.903\(H\)](#) for the drop-off and pick-up parking, areas shall be located in a manner which protects the safety of children, do not create traffic congestion on the site or within a public roadway and are not disruptive to neighboring uses.
 - (1) When there is no Buffer and Greenbelt Requirement per [Figure 50](#), then stacking areas shall not be placed within fifteen (15) feet of the lot line of any adjacent residential use unless screened by a 6-ft high 100% closed construction fence or landscaping that shall include a landscaped yard containing an opaque screen of landscaping (evergreen or deciduous hedge) at least three (3) feet in height. The landscaping shall be planted in a manner where the landscaping can be expected to provide an unbroken visual screen within three (3) years. The landscaping shall be located at least two (2) feet from the front of a parking space curb so as to account for vehicle overhang. Existing landscaping may be used to fulfill or supplement the parking lot screening landscaping requirement.
- (E) **Noise.** Caregivers shall maintain control of noise in the outside play area to protect the surrounding neighborhood.

(F) **Signage.** A Day Care Center shall not have signage unless permitted in accordance with the provisions of [Article 11](#) of this Ordinance.

(G) **Accessory to Institutional Use.** A child care center may be permitted as an accessory use to an institutional use, such as a religious institution, subject to satisfying all of the applicable necessary requirements of this Article.

Section 54.612 Dwelling, Accessory Unit

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

- (A) **One ADU Per Lot.** One ADU is permitted per lot containing an existing detached single-family dwelling unit, provided the ADU complies with all of the requirements of this Section and this Ordinance.
- (B) **Minimum Lot Area and Width.** ADUs are only permitted on lots that meet the minimum lot area and lot width standards of the zoning district.
- (C) **Setbacks and Height.** ADUs must meet all requirements of this Ordinance for minimum setbacks and maximum height. However, the height of an ADU shall not exceed two (2) stories or 20 feet.
- (D) **Maximum Occupancy.** The occupancy of the accessory dwelling unit shall not exceed two (2) unrelated adults.
- (E) **Owner-Occupancy Required of the Principal Dwelling is as follows:**
 - (1) Either the principal dwelling unit or the accessory dwelling unit shall be occupied by the person who has a legal or equitable ownership interest with the property, and who bears all or part of the economic risk of decline in value of the property and who receives all or part of the payment, if any, derived from the lease or rental of the dwelling unit. The owner-occupant shall prove residency by means such as a voter registration, car registration, or other method acceptable to the City.
 - (2) Ownership of the ADU shall remain with the owner of the property. In no case may the owner of the property divide ownership rights between the principal and accessory dwelling units through condominium or other means.
 - (3) To ensure continued compliance by current and subsequent owners, the applicant shall provide and record in the Marquette County Register of Deeds a covenant in a form acceptable to the City Attorney that the existence of the ADU is predicated upon the occupancy of either the principal or accessory dwelling unit by a person who owns the property, and that the ADU shall remain in the ownership of the person who owns the property. The applicant shall provide the City with evidence of filing of the restrictive covenant with the Register of Deeds prior to and as a condition of the issuance of the Zoning Compliance Permit for development of the ADU. Any owner of the property must notify a prospective buyer of the limitations of this Section. Violations of the terms of this covenant shall result in the loss of the zoning compliance permit.
- (F) **Inspection Certification.** Conformance with the occupancy conditions of the ADU zoning compliance permit shall be certified subject to inspection by the City. The City may adopt an ordinance or administrative standards for certification and inspection. Inspection shall be

allowed by the owner after 48 hours' notice by certified mail from the City.

- (G) **Maximum Floor Area of ADU.** The floor area of the ADU shall not exceed **768** 750 square feet, or 50% of the gross floor area of the principal residence, whichever is less.
- (H) **Attachment Options.** The ADU may be attached to the single-family dwelling or within the interior of the single family dwelling and constructed on any story of a conforming detached accessory building on the site, including the basement level. If the ADU is attached to the single-family dwelling, the ADU may be located within the existing footprint or added to the existing footprint, provided all of the requirements of this Ordinance are met.
- (I) **Architecture and Design.**
- (1) An ADU must be designed to maintain the architectural character and appearance of the principal building. If an ADU extends beyond the existing footprint of the main building, the addition must be consistent with the existing façade, roof pitch, siding, and windows.
- (2) Exterior stairs leading to a second story entrance are restricted to the side or rear façade of the building to which it is attached.
- (J) **Parking.** One (1) off-street parking space shall be provided for the ADU in a driveway. No parking space may be provided in the front yard except in paved driveways or hard surfaced parking spaces in accordance with this Ordinance (see definition of "Hard Parking Surface" in [Section 54.202\(A\)\(92\)](#)). Parking spaces are not subject to setback requirements. The Zoning Administrator may grant an exception to the parking space requirement if the property owner submits a signed and notarized affidavit to the City affirming that the ADU occupant will not have a motor vehicle on site.
- (K) **Duration of Lease or Rental.** Leasing or rental of the ADU for less than 30 days is prohibited.

Section 54.616 Dwelling, Multiple Family and Apartments

- (A) **Separation Distances in the MFR District.** Multiple Family Dwellings and Apartment Buildings in the MFR District must meet the separation distance requirements of [Section 54.403\(G\)](#).
- (B) **Minimum Setbacks and Maximum Height in the MFR District.** In addition to the setback and height requirements of [Section 54.402](#), multiple-family buildings in the MFR District must also meet the setback and height requirements of [Section 54.403\(M\)](#), if required.
- (C) **Accessory Structures and Uses in the MFR District:** In the MFR District, the following requirements apply to multiple-family buildings and apartments **with 5+ dwelling units**:
- (1) **Detached Accessory Buildings.** No detached accessory building may exceed 20 feet in height. Detached accessory building shall be located at least five (5) feet from the side and rear property lines and at least five (5) feet from a principal building. No detached accessory building shall be located in a front yard.
- (2) **Attached Accessory Buildings.** Attached accessory building shall meet the yard requirements of the Schedule of Regulations ([Article 4](#)).

- (3) **Swimming Pools.** Outdoor swimming pools shall not be located closer than ten (10) feet to any building or lot line. The pool must comply with [Section 54.707](#).
- (D) **Maximum Lot Coverage and Minimum Outdoor Livability Space in the MFR District.** See [Section 54.403\(K\)](#).
- (E) **Parking.** Parking, other than in structures, shall not occupy more than 40% of the lot area

Section 54.628 Light Vehicle/Equipment Sales and Display

- (A) **Minimum Lot Size.** The site shall be a minimum of one-half acre when vehicles are displayed outdoors.
- (B) **Licensing.**
 - (1) For vehicle sales, the proprietor must be a licensed dealer in the State of Michigan.
 - (2) Vehicle licensing requirements of the State of Michigan shall be followed in the review and approval of vehicle sales requests.
- (C) **Open Drive Aisles.** Outdoor display and storage areas of vehicles shall maintain open drive aisles to allow free movement of vehicles.
- (D) **Parking.**
 - (1) All vehicles waiting to be picked up by the vehicle driver shall be kept in approved parking spaces on site.
 - (2) Vehicles being displayed cannot be parked in required parking spaces, however, they must only be parked in the excess [approved hard surface \(see definition of "Hard Parking Surface" in Section 54.202\(A\)\(92\)\)](#) parking spaces on the site [and the location must still meet the maneuvering lane requirements](#).
- (E) **Flag or Pennant Displays.** One (1) flag or pennant may be displayed on each vehicle for sale or lease. The maximum size of each flag or pennant shall not exceed twelve (12) inches × eighteen (18) inches. All other signage for the site must comply with [Article 11](#)
- (F) **Power Equipment and Vehicle Accessories.** Display areas may include those approved per Article 6, [Section 54.639](#) or must be in other areas on the private property (out of any right-of-way) that are not within a clear vision triangle or required side and rear yards and are outside of pedestrian paths or required parking spaces. The display of qualifying merchandise may encroach to within five (5) feet of the public sidewalk provided items are on a hard surface.

Section 54.647 Solar Energy Systems

- (A) **Purpose.** The purpose of this section is to reasonably allow Solar Energy Systems (SES) [as either the principal use, accessory use, or special land use of the property where allowable per Section 54.306](#).
- (B) **Definitions.**
 - (1) **Accessory Ground-Mounted Solar Energy System:** [A ground-mounted solar energy system with the purpose primarily of generating electricity for the principal use on the site.](#)
 - (2) **Building-Integrated Solar Energy System:** [A solar energy system that is an integral part of a primary or accessory building or structure \(rather than a separate mechanical device\), replacing or substituting for an architectural or structural component of the building or structure. Building-integrated systems include, but are not limited to, photovoltaic or hot water solar energy systems that are contained within roofing materials, windows, skylights, and awnings.](#)

- (3) **Ground-Mounted Solar Energy System:** A solar energy system mounted on support posts, like a rack or pole, that are attached to or rest on the ground.
- (4) **Maximum Tilt:** The maximum angle of a solar array (i.e., most vertical position) for capturing solar radiation as compared to the horizon line.
- (5) **Minimum Tilt:** The minimal angle of a solar array (i.e., most horizontal position) for capturing solar radiation as compared to the horizon line.
- (6) **Non-Participating Lot(s):** One or more lots for which there is not a signed lease or easement for development of a principal-use SES associated with the applicant project.
- (7) **Participating Lot(s):** One or more lots under a signed lease or easement for development of a principal-use SES associated with the applicant project.
- (8) **Principal-Use Solar Energy System:** A commercial or industrial, ground-mounted solar energy system that converts sunlight into electricity for the primary purpose of off-site use through the electrical grid or export to the wholesale market.
- (9) **Repowering:** Reconfiguring, renovating, or replacing an SES to maintain or increase the power rating of the SES within the existing project footprint.
- (10) **Roof-Mounted Solar Energy System:** A solar energy system mounted on racking that is attached to or ballasted on the roof of a building or structure.
- (11) **Solar Array:** A photovoltaic panel, solar thermal collector, or collection of panels or collectors in a solar energy system that collects solar radiation.
- (12) **Solar Carport:** A solar energy system of any size that is installed on a structure that is accessory to a parking area, and which may include electric vehicle supply equipment or energy storage facilities. Solar panels affixed on the roof of an existing carport structure are considered a Roof-Mounted SES.
- (13) **Solar Energy System (SES):** A photovoltaic system or solar thermal system for generating and/or storing electricity or heat, including all above and below ground equipment or components required for the system to operate properly and to be secured to a roof surface or the ground. This includes any necessary operations and maintenance building(s), but does not include any temporary construction offices, substation(s) or other transmission facilities between the SES and the point of interconnection to the electric grid.

(C) General Standards. The following requirements are applicable to all roof-mounted, wall-mounted, ground-mounted, or building-integrated solar energy systems.

- (1) **Batteries.** If solar storage batteries are included as part of the solar collector system, they must be placed installed according to all requirements set forth in the National Electric Code and State Fire Code when in operation. When no longer in operation, the batteries shall be disposed of in accordance with the laws and regulations of the City and any other applicable laws and regulations relating to hazardous waste disposal. If located in an accessory building, the accessory building must meet the requirements of [Section 54.705](#).

- (2) Electrical Emissions.** The design and construction of solar energy systems shall not produce electrical emissions that would interfere with aircraft communications systems or navigation equipment.
- (3) Light Emissions and Reflection.** The design and construction of solar energy systems shall not produce light emissions, either direct or indirect (reflective), that would interfere with pilot vision and/or air traffic control operations. Light fixtures shall be shielded and downcast and otherwise comply with Article 8. The solar panels shall be composed of anti-reflective material and/or treated with anti-reflective coating.
- (4) Removal.** If a solar energy system that is not subject to a decommissioning plan ceases to perform its intended function (generating electricity) for more than eighteen (18) consecutive months, the operator shall remove the collectors, mounts, and associated equipment and facilities. Where the removal has not been lawfully completed as required above, and after at least thirty (30) days written notice, the City may issue Civil Infraction tickets to the owner and/or operator and seek an order to remove the system in the Marquette County Circuit Court.
- (5) Utility Connection.** The applicant shall submit evidence that the utility company has been informed of the customer's intent to install an interconnected, customer-owned solar energy generator and that such connection has been approved. Off-grid systems shall be exempt from this requirement.
- (6) Non-conformities:** A Roof-mounted, Ground-mounted, or Building-integrated SES installed on a non-conforming building shall not be considered an expansion of the structural or use nonconformity.
- (7) Area.** Ground-mounted solar energy systems are not classified as lot coverage and are therefore not subject to the maximum lot coverage standards of the zoning district. They are also not subject to the accessory structure maximum rear yard coverage standards of the zoning district.
- (8) Power Lines.** All power lines between solar panels and inverters must be placed underground. This requirement may be waived by the Zoning Administrator or Planning Commission (depending on level of review per [Figure 51](#)) if the wiring cannot be buried.

(D) Systems (SES) <20 kW (0.02 MW) – Accessory Use

- (1) Roof-Mounted, Wall-mounted, and Building-integrated SES.**
 - (a) Permit.** A zoning compliance permit shall be required for any roof-mounted, wall-mounted solar energy accessory use system. Applications for roof-mounted and wall-mounted SES must include horizontal and vertical elevation drawings that show the location and height of the SES on the building and dimensions of the SES. A building permit may be required for these facilities. Building integrated systems will only require permitting when alterations to the structure require site plan review or a zoning compliance permit.
 - (b) Height.** Roof-mounted systems shall not extend more than three (3) feet above the surface of the roof. Wall-mounted systems shall not exceed the height of the wall.
 - (c) Location and setbacks.** Roof-mounted solar energy systems may be located anywhere on a roof of a principal or accessory structure, and may project into required yard

setback areas to a maximum of two and one-half (2.5) feet from the property line per [Section 54.702\(B\)](#), but shall not protrude beyond the edge of the roof. Wall-mounted solar energy systems may be located anywhere on the wall of a principal or accessory structure, but shall not be located within a required setback area.

(d) Building-integrated SES. Building-integrated SES, such as solar collectors/panels that are built into roof shingles, are subject only to Land Development Code regulations applicable to the structure or building and not to accessory ground-mounted or roof-mounted SES permits, provided there are no roof or ground-mounted solar panels/arrays as part of the building-integrated SES.

(i) Exemption: If a solar panel functions as a roof element, such as shingles that incorporate solar panels on an awning or carport, which do not require brackets and thus do not protrude from the roof, then a permit or site plan review is not required.

(2) Ground-Mounted SES.

(a) Permit. A zoning compliance permit shall be required for any ground-mounted solar energy accessory use system. A building permit may be required for these facilities. Applications for Ground-Mounted SES must include drawings that show the location of the system on the property, height, tilt features (if applicable), the primary structure, accessory structures, and setbacks to property lines.

(i) Exemption. A SES used to power a single device or specific piece of equipment such as lights, a weather station, a vehicle charger, thermometer, well pump, or other similar device may qualify as a structural amenity and be administratively exempted from the requirements above, but shall meet all standards of [Section 54.702 \(H\)](#).

(b) Height. Ground-Mounted SES systems shall meet the following:

(i) Residential use, residential or mixed-use zoning district. If the SES is within ten (10) feet of a residential lot line or residential use, then the SES and any mounts shall not exceed ten (10) feet when oriented at maximum tilt. The maximum height of the SES and any mounts when oriented at maximum tilt is sixteen (16) feet.

(ii) Commercial and industrial uses. If the SES is within ten (10) feet of a residential lot line or residential use, then the SES and any mounts shall not exceed ten (10) feet when oriented at maximum tilt. If the SES is within twenty (20) feet of a residential lot line or residential use, then the SES and any mounts shall not exceed ten (16) feet when oriented at maximum tilt. The maximum height of the SES and any mounts when oriented at maximum tilt is twenty (20) feet.

(c) Location and Setbacks. Ground-mounted solar energy systems shall be located to the side or rear of the principal building. Solar energy systems shall be located at least five (5) feet from a side lot line and/or rear lot line. Solar panels shall not be installed in Riparian Overlay areas or locations that are subject to annual flooding.

(i) Exception. The SES may be placed in a front yard with administrative approval by the Zoning Administrator, where the applicant can demonstrate that placement of the SES in the rear or side yard will:

- a. Substantially decrease the efficiency of the SES to the point of making the investment unreasonable, due to topography, accessory structures, or vegetative shading from the subject lot or adjoining lots, or for other demonstrable reasons;
- b. Interfere with underground utilities, accessory uses; or
- c. Require the SES to be placed on a waterfront side of the building housing the primary use (where applicable).
- d. If nuisance and/or safety concerns (such as glare) can be adequately mitigated.

(E) Systems (SES) ≥ 20 kW (0.02 MW) to < 2 MW – Accessory Use

(1) Roof-mounted, Wall-mounted, and Building-integrated SES (SES ≥ 20 kW (0.02 MW) to < 2 MW) – Permitted Use and Special Land Use.

- (a) **Application.** Application proposals must include a site plan in accordance with [Figure 51](#) and applications for roof-mounted or wall-mounted SES must include horizontal and vertical elevation drawings that show the location and height of the SES on the building and dimensions of the SES. Please also refer to [Section 54.1403](#) for Special Land Use if your zoning district requires it. A building permit may be required for these facilities. Building integrated systems will only require permitting when alterations to the structure require site plan review or a zoning compliance permit.
- (i) **Exemption:** If a solar panel functions as a roof element, such as shingles that incorporate solar panels on an awning or carport, which do not require brackets and thus do not protrude from the roof, then a permit and site plan review is not required.
- (b) **Height.** Roof-mounted SES shall not exceed 5 feet above the finished roof and are exempt from any rooftop equipment or mechanical system screening requirements and shall be allowed to exceed building height requirements provided that the building itself conforms with height standards.
- (c) **Location and Setbacks.** Roof-mounted solar energy systems may be located anywhere on a roof of a principal or accessory structure, and may project into required yard setback areas to a maximum of two and one-half (2.5) feet from the property line per [Section 54.702\(B\)](#), but shall not protrude beyond the edge of the roof. Wall-mounted solar energy systems may be located anywhere on the wall of a principal or accessory structure, but shall not be located within a required setback area.
- (d) **Building-integrated SES.** Building-integrated SES, such as solar collectors/panels that are built into roof shingles, are subject only to Land Development Code regulations applicable to the structure or building provided there are no roof or ground-mounted solar panels/arrays as part of the building-integrated SES.

(2) Ground-mounted SES (SES ≥ 20 kW (0.02 MW) to < 2 MW) - Permitted Use and Special Land Use.

- (a) **Application.** Application proposals must include a site plan in accordance with [Figure 51](#) and must include drawings that show the location of the system on the property, height, tilt features (if applicable), the primary structure, accessory structures, and setbacks to

property lines. Please also refer to [Section 54.1403](#) for Special Land Use if your zoning district requires it. A building permit may be required for these facilities.

(b) Height. A Ground-mounted SES shall not exceed 20 feet measured from the average grade across the supports to the top of the system when oriented at maximum tilt (tallest, most vertical position of a solar array).

(c) Location and Setbacks. In commercial, industrial, or mixed-use zoning districts the ground-mounted SES shall be located to the side or rear of the principal building. In residential districts the ground-mounted SES shall be located in the side or rear yard. Solar energy systems shall be located at least five (5) feet from a side lot line and/or rear lot line. Solar panels shall not be installed in Riparian Overlay areas or locations that are subject to annual flooding.

(i) Exception. The SES may be placed in a front yard with administrative approval by the Zoning Administrator, where the applicant can demonstrate that placement of the SES in the rear or side yard will:

- a. Substantially decrease the efficiency of the SES to the point of making the investment unreasonable, due to topography, accessory structures, or vegetative shading from the subject lot or adjoining lots, or for other demonstrable reasons;
- b. Interfere with underground utilities, accessory uses; or
- c. Require the SES to be placed on a waterfront side of the building housing the primary use (where applicable).
- d. If nuisance and/or safety concerns (such as glare) can be adequately mitigated.

(d) Fencing. The SES may be secured with perimeter fencing to restrict unauthorized access. If installed, perimeter fencing shall meet the Zoning District requirements per [Section 54.706](#) and require a fence permit. Wildlife-friendly fencing materials and with openings to allow passage for small animals should be used where appropriate. Barbed wire is prohibited. Fencing is not subject to setbacks but shall not encroach past the property lines.

(e) Landscaping/Screening.

(i) Residential Uses. Shall be screened to minimize visual impacts from the public right-of-way(s).

- a. Screening of the SES from the view of surrounding streets shall be accomplished to the maximum extent feasible without compromising the ability to effectively use solar collectors, by use of vegetation, fences and or walls as permitted in the zoning district.
- b. Landscaping consisting of trees and shrubs as approved in [Section 54.1004](#), and existing vegetation may be used for screening. Berms of natural material, up to three (3) feet above grade may be used in addition to vegetation, provided runoff does not create ponding or flow to adjacent properties.
- c. Screening shall achieve an opacity of approximately 80 percent of the SES up to either six (6) feet above grade or 60 percent of the maximum tilt (vertical) height of the solar array(s), whichever is more.

- (ii) Commercial, Industrial, and Mixed Uses.** Any required screening and landscaping shall be placed outside the perimeter fencing. The following landscaping/screening standards shall apply:
- a.** Screening of the SES from the view of surrounding streets shall be accomplished to the maximum extent feasible without compromising the ability to effectively use solar collectors, by use of vegetation, fences and or walls as permitted in the zoning district per [Section 54.706](#).
 - i.** Landscaping consisting of trees and shrubs as approved in [Section 54.1004](#), and existing vegetation may be used for screening. Berms of natural material, up to three (3) feet above grade may be used in addition to vegetation, provided runoff does not create ponding or flow to adjacent properties.
 - ii.** Screening shall achieve an opacity of approximately 80 percent of the SES up to either six (6) feet above grade or 60 percent of the maximum tilt (vertical) height of the solar array(s), whichever is more.
 - b.** Where buffer/greenbelt screening is required along the side and rear yard property lines, per [Section 54.1003\(D\)](#), these shall only be required where an adjoining, non-participating lot has an existing residential or public use.
 - i.** Landscaping consisting of trees and shrubs as approved in [Section 54.1004](#), and existing vegetation may be used for screening. Berms of natural material, up to three (3) feet above grade may be used in addition to vegetation, provided runoff does not create ponding or flow to adjacent properties.
 - ii.** Screening shall achieve an opacity of approximately 80 percent of the SES up to either six (6) feet above grade or 60 percent of the maximum tilt (vertical) height of the solar array(s), whichever is more.
 - c.** The Planning Commission (PC) or Zoning Administrator (ZA), whichever has authority for application approval, may waive some screening and/or landscaping requirements if such an adjustment is in keeping with intent of the Land Development Code and rationale for the decision is appropriately documented. Likewise, the PC or ZA may require substitute screening consisting of native deciduous trees planted ≥ 30 feet on center and native conifer trees planted ≥ 15 feet on center along existing, non-participating residential uses.
- (f) Ground Cover.** An SES shall include the installation of perennial ground cover vegetation maintained for the duration of operation until the site is decommissioned. The applicant shall include a ground cover vegetation establishment and management plan as part of the site plan.
- (g) Land Clearing.** Land disturbance or clearing shall be limited to what is minimally necessary for the installation and operation of the SES and to ensure all-season access. Topsoil disturbed during site preparation (grading) on the property shall be retained on site unless a higher authority requires removal due to contamination.
- (h) Access Drives.** New access drives with the SES shall be designed to minimize the extent of soil disturbance, water runoff, and soil compaction on the premises.
- (i) Signage.** Signage must comply with zoning district standards per [Article 11](#).

- (j) **Sound.** The site plan shall include modeled sound isolines extending from the sound source to the property lines to demonstrate that sound pressure levels are acceptable for neighboring properties, and a narrative explaining the anticipated sound level effects in simple language must be provided.
- (k) **Repowering.** In addition to repairing or replacing SES components to maintain the system, this type of principal-use SES may at any time be repowered by reconfiguring, renovating, or replacing the SES to increase the power rating within the existing project footprint.
- (i) A proposal to change the project footprint of an existing SES shall be considered a new application, subject to the Land Development Code standards in effect at the time of the application.
- (l) **Decommissioning.** Upon application, a decommissioning plan that indicates the anticipated manner in which the project will be decommissioned shall be submitted. This plan must include a description of which above-grade and below-grade improvements will be removed (e.g. lights, wiring), retained (e.g. fencing), or restored for viable reuse of the property consistent with the zoning district. Where decommissioning has not been lawfully performed as required by a decommissioning plan, and after at least thirty (30) days written notice, the City may issue Civil Infraction tickets to the owner and/or operator and seek an order to remove the system in the Marquette County Circuit Court.
 - (i) SES owner may at any time:
 - a. Proceed with the decommissioning plan approved by the Planning Commission or Zoning Administrator, and remove the system as indicated in the most recent approved plan; or
 - b. Amend the decommissioning plan with Planning Commission or Zoning Administrator approval, and proceed according to the revised plan.
 - (ii) Decommissioning an SES must commence when the soil is dry to prevent soil compaction and be complete within 18 months after abandonment. An SES that has not produced energy for 12 consecutive months will prompt a request for information to determine if the project has been abandoned.
 - (iii) An SES found to be abandoned and with no plan for restoration in a reasonable timeframe shall be decommissioned beginning promptly by the property owner, per the decommissioning plan.

(F) Systems (SES) $\geq$ 20 kW (0.02 MW) to < 2MW - Principal Use

(1) Roof-mounted, Wall-mounted, and Building-integrated SES (SES $\geq$ 20 kW (0.02 MW) to < 2MW) – Permitted Use and Special Land Use

- (a) **Application.** Application proposals must include a site plan in accordance with [Figure 51](#) and applications for roof-mounted or wall-mounted SES must include horizontal and vertical elevation drawings that show the location and height of the SES on the building and dimensions of the SES. Please also refer to [Section 54.1403](#) for Special Land Use if your zoning district requires it. A building

permit may be required for these facilities. Building integrated systems will only require permitting when alterations to the structure require site plan review or a zoning compliance permit.

- (i) **Exemption:** If a solar panel functions as a roof element, such as shingles that incorporate solar panels on an awning or carport, which do not require brackets and thus do not protrude from the roof, then a permit and site plan review is not required.
- (b) **Height.** Roof-mounted SES shall not exceed 5 feet above the finished roof and are exempt from any rooftop equipment or mechanical system screening requirements and shall be allowed to exceed building height requirements provided that the building itself conforms with height standards.
- (c) **Location and Setbacks.** Roof-mounted solar energy systems may be located anywhere on a roof of a principal or accessory structure, and may project into required yard setback areas to a maximum of two and one-half (2.5) feet from the property line per Section 54.702(B), but shall not protrude beyond the edge of the roof. Wall-mounted solar energy systems may be located anywhere on the wall of a principal or accessory structure, but shall not be located within a required setback area.
- (d) **Building-integrated SES.** Building-integrated SES, such as solar collectors/panels that are built into roof shingles, are subject only to Land Development Code regulations applicable to the structure or building provided there are no roof or ground-mounted solar panels/arrays as part of the building-integrated SES.

(2) Ground-mounted SES (SES ≥20 kW (0.02 MW) to < 2MW) - Permitted Use and Special Land Use

- (a) **Application.** Application proposals must include a site plan in accordance with [Figure 51](#) and must include drawings that show the location of the system on the property, height, tilt features (if applicable), the primary structure, accessory structures, and setbacks to property lines. Please also refer to [Section 54.1403](#) for Special Land Use if your zoning district requires it. A building permit may be required for these facilities.
- (b) **Height.** A Ground-mounted SES shall not exceed 20 feet measured from the average grade across the supports to the top of the system when oriented at maximum tilt (tallest, most vertical position of a solar array).
- (c) **Location and Setbacks.** Solar panels shall not be installed in Riparian Overlay areas or locations that are subject to annual flooding. Setback distance shall be measured from all of the property lines to the closest point of the solar array at minimum tilt (lowest, least vertical position of a solar array) or any SES components as follows:
 - (i) A Ground-mounted SES shall follow the zoning district setback distance for primary buildings or structures; however, the SES must be at least 10-ft from the front property line.
 - (ii) A Ground-mounted SES is not subject to the side or rear property line setbacks for common property lines of two or more participating lots; however, the side and rear setbacks will apply to the overall property lines for the site.
- (d) **Fencing.** The SES may be secured with perimeter fencing to restrict unauthorized access. If installed, perimeter fencing shall meet the Zoning District requirements per [Section 54.706](#) and require a fence permit. Wildlife-friendly fencing materials and with openings to allow passage for small animals should be used where appropriate. Barbed wire is prohibited. Fencing is not subject to setbacks but shall not encroach past the property lines.
- (e) **Landscaping/Screening.** Any required screening and landscaping shall be placed outside the perimeter fencing. The following landscaping/screening standards shall apply:

- (i) Screening of the SES from the view of surrounding streets shall be accomplished to the maximum extent feasible without compromising the ability to effectively use solar collectors, by use of vegetation fences and or walls as permitted in the zoning district per [Section 54.706](#).
 - a. Landscaping consisting of trees and shrubs as approved in [Section 54.1004](#), and existing vegetation may be used for screening. Berms of natural material, up to three (3) feet above grade may be used in addition to vegetation, provided runoff does not create ponding or flow to adjacent properties.
 - b. Screening shall achieve an opacity of approximately 80 percent of the SES up to either six (6) feet above grade or 60 percent of the maximum tilt (vertical) height of the solar array(s), whichever is more.
- (ii) Where buffer/greenbelt screening is required along the side and rear yard property lines, per [Section 54.1003\(D\)](#), these shall only be required where an adjoining, non-participating lot has an existing residential or public use.
 - a. Landscaping consisting of trees and shrubs as approved in [Section 54.1004](#), and existing vegetation may be used for screening. Berms of natural material, up to three (3) feet above grade may be used in addition to vegetation, provided runoff does not create ponding or flow to adjacent properties.
 - b. Screening shall achieve an opacity of approximately 80 percent of the SES up to either six (6) feet above grade or 60 percent of the maximum tilt (vertical) height of the solar array(s), whichever is more.
- (iii) The Planning Commission (PC) or Zoning Administrator (ZA), whichever has authority for application approval, may waive some screening and/or landscaping requirements if such an adjustment is in keeping with intent of the Land Development Code and rationale for the decision is appropriately documented. Likewise, the PC or ZA may require substitute screening consisting of native deciduous trees planted ≥ 30 feet on center and native conifer trees planted ≥ 15 feet on center along existing, non-participating residential uses.
- (f) **Ground Cover.** An SES shall include the installation of perennial ground cover vegetation maintained for the duration of operation until the site is decommissioned. The applicant shall include a ground cover vegetation establishment and management plan as part of the site plan.
- (g) **Land Clearing.** Land disturbance or clearing shall be limited to what is minimally necessary for the installation and operation of the SES and to ensure all-season access. Topsoil disturbed during site preparation (grading) on the property shall be retained on site unless a higher authority requires removal due to contamination.
- (h) **Access Drives.** New access drives with the SES shall be designed to minimize the extent of soil disturbance, water runoff, and soil compaction on the premises.
- (i) **Signage.** Signage must comply with zoning district standards per [Article 11](#).
- (j) **Sound.** The site plan shall include modeled sound isolines extending from the sound source to the property lines to demonstrate that sound pressure levels are acceptable for neighboring properties, and a narrative explaining the anticipated sound level effects in simple language must be provided.
- (k) **Repowering.** In addition to repairing or replacing SES components to maintain the system, this type of principal-use SES may at any time be repowered by reconfiguring, renovating, or replacing the SES to increase the power rating within the existing project footprint.
 - (i) A proposal to change the project footprint of an existing SES shall be considered a new application, subject to the Land Development Code standards in effect at the time of the application.

(l) Decommissioning. Upon application, a decommissioning plan that indicates the anticipated manner in which the project will be decommissioned shall be submitted. This plan must include a description of which above-grade and below-grade improvements will be removed (e.g. lights, wiring), retained (e.g. fencing), or restored for viable reuse of the property consistent with the zoning district. Where decommissioning has not been lawfully performed as required by a decommissioning plan, and after at least thirty (30) days written notice, the City may issue Civil Infraction tickets to the owner and/or operator and seek an order to remove the system in the Marquette County Circuit Court.

(i) SES owner may at any time:

- a.** Proceed with the decommissioning plan approved by the Planning Commission or Zoning Administrator, and remove the system as indicated in the most recent approved plan; or
- b.** Amend the decommissioning plan with Planning Commission or Zoning Administrator approval, and proceed according to the revised plan.

(ii) Decommissioning an SES must commence when the soil is dry to prevent soil compaction and be complete within 18 months after abandonment. An SES that has not produced energy for 12 consecutive months will prompt a request for information to determine if the project has been abandoned.

(iii) An SES found to be abandoned and with no plan for restoration in a reasonable timeframe shall be decommissioned beginning promptly by the property owner, per the decommissioning plan.

Section 54.648 Small Wind Energy Systems

(A) Purpose. It is the purpose of this section to promote the safe, effective, and efficient use of wind energy systems to generate electricity and thereby reduce or replace on-site consumption of utility-supplied electricity. Further, it is the purpose of this sub-section to standardize and streamline the review and permitting process for wind energy system.

(B) Findings. The City has found that wind energy is an abundant, renewable, and nonpolluting energy resource that some residents and businesses of the City would like to use. Generation of electricity by these facilities will reduce dependence on non-renewable energy resources and decrease air and water pollution that results from the use of conventional fossil fuels. Wind energy systems will also enhance the reliability and power quality of the power grid, reduce peak power demands, and help diversify the City's energy supply.

(C) Small Wind Energy Systems.

(1) Location and Required Permits and Applications.

- (a)** Roof-Mounted Small Wind Energy Systems are permitted by right in all zoning districts, provided that all of the applicable requirements of this Ordinance are met. A zoning compliance permit shall be required.
- (b)** Tower-Mounted Small Wind Energy Systems may be permitted as a special land use in the GC, RC, M, C, IM, CR, and BLP districts, provided that all of the applicable requirements of this Ordinance are met. Please refer to [Section 54.1403](#) for Special Land Use requirements, and [Section 54.1402](#) for Site Plan Review requirements.

(2) Minimum Lot Area.

- (a) Roof-Mounted Small Wind Energy Systems shall have no minimum lot area.**
- (b) Tower-Mounted Small Wind Energy Systems shall be located on a lot with a minimum area of one (1) acre.**

(3) Maximum Wind Turbine Height.

- (a) Roof-Mounted Small Wind Energy Systems shall have a maximum height of ten (10) feet above the highest point of the roof or ten (10) feet above the maximum height of the zoning district, whichever is lower.**
- (b) Tower-Mounted Small Wind Energy Systems shall have a maximum height of 66 feet.**

(4) Minimum Setbacks.

- (a) Roof-Mounted Small Wind Energy Systems shall adhere to the minimum setbacks of the zoning district.**
- (b) Tower-Mounted Small Wind Energy Systems shall be set back from all property lines, overhead utility rights-of-way and easements, and other towers a distance equal to or greater than the height of the wind turbine or tower.**

(5) General Standards. The following requirements are applicable to all wind energy systems.

- (a) Noise.** A noise from a wind energy system shall not exceed 40 dB at the property line and shall comply with the noise standards set forth in the City's Ordinances.
- (b) Shadow Flicker.** The application for a wind energy system shall include a shadow flicker analysis demonstrating impact on adjacent and nearby residential properties. Wind energy systems shall be constructed in locations that minimize the impacts of shadow flicker on residences.
- (c) Lighting.** No wind energy system shall be artificially lighted unless required by the Federal Aviation Administration (FAA).
- (d) Appearance, Color, and Finish.** The wind energy system shall be maintained in the color or finish that was originally applied by the manufacturer, unless otherwise approved in the zoning compliance permit. All wind energy systems shall be a single non-reflective, non-obtrusive, matte finished color (e.g. white or gray).
- (e) Signs.** The manufacturer or installer's identification sign, appropriate warnings signs, and an owner identification sign, are permitted. All other signs are prohibited.
- (f) Electrical Wires.** All electrical wires associated with a wind energy system, other than wires necessary to connect the wind generator to the tower wiring, the tower wiring to the disconnect junction box, and grounding wires, shall be located underground.

- (g) **Compliance with Electrical Code.** Permit applications for wind energy systems shall be accompanied by line drawings of the electrical components in sufficient detail to allow for a determination that the manner of installation conforms to the National Electrical Code.
- (h) **Construction Codes, Towers, and Interconnection Standards.** Wind energy systems, including towers, shall comply with all applicable state construction and electrical codes and local building permit requirements. Wind energy systems including towers, shall comply with the FAA requirements, the Michigan Airport Zoning Act (Public Act 23 of 1950 as amended), and other applicable local and state regulations. A wind energy system connected to the public utility electrical grid shall comply with the Michigan Public Service Commission and Federal Energy Regulatory Commission standards.
- (i) **System Access.** Small wind energy systems shall be designed and installed such that step bolts, ladders, or other means of access readily accessible to the public are located at least eight (8) feet above grade level.
- (j) **Safety.** A wind energy system shall have an automatic braking, governing, or feathering system to prevent uncontrolled rotation or over speeding. All wind towers shall have lightning protection. If a tower is supported by guy wires, the wires shall be clearly visible to a height of at least six (6) feet above the guy wire anchors.
- (k) **Minimum Ground Clearance.** The lowest extension of any blade or other exposed moving component of a wind energy system shall be at least twenty (20) feet above the surrounding grade at its highest point within twenty (20) feet of the base of the tower and at least twenty (20) feet above any outdoor surface intended for human use, such as balconies or roof gardens, that are located below the wind energy system.
- (l) **Roof-Mounted Small Wind Energy Systems.** Roof-mounted small wind energy systems shall be limited to roof mounting and shall not be mounted on any other building wall or surface.
- (m) **Removal Provisions.** As a condition of approval, the City may require that the property owner enter into an agreement with the City for the removal of the wind energy system upon disuse or abandonment of the system as described in [Section 54.709\(C\)\(5\)\(n\)](#). The agreement shall be in recordable form, provide the necessary authority for the City to enter the property to remove the unit when a property owner fails to do so as required in [Section 54.709\(C\)\(5\)\(n\)](#), and also provide that the City may have a lien for costs if it becomes necessary for the City to exercise its rights under the agreement. This agreement shall be recorded with the Marquette County Register of Deeds.
- (n) **Removal.** If a small wind energy system ceases to perform its intended function (generating electricity) for more than six (6) consecutive months or has been abandoned, the property owner shall remove the wind energy system, electrical components, and all other associated facilities no later than ninety (90) days after the end of the six (6) month period. Where the removal has not been lawfully completed as required above, and after at least thirty (30) days written notice, the City may

remove or secure the removal of the wind energy facility or portion thereof only if there is a recorded agreement authorizing the City to do so pursuant to [Section 54.709\(C\)\(5\)\(m\)](#). If there is a recorded agreement authorizing the City to remove the solar energy system or portion thereof pursuant to [Section 54.709\(C\)\(5\)\(m\)](#), the City's actual cost and reasonable administrative charges may be placed as a lien on the property and the lien on the property shall be superior to all other liens except taxes. If there is no recorded agreement authorizing the City to remove the wind energy system or portion thereof, the City may issue Civil Infraction tickets to the owner and/or operator and seek an order to remove the system in the Marquette County Circuit Court.

(o) Insurance. The applicant shall submit proof of sufficient property damage and liability insurance.

(p) Utility Connection. The applicant shall submit evidence that the utility company has been informed of the customer's intent to install an interconnected, customer- owned wind energy generator and that such connection has been approved. Off-grid systems shall be exempt from this requirement.

SECTION 6. Article 7 – General Provisions

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

Article 7 General Provisions

Section 54.705 Accessory Buildings and Structures

(B) Accessory Buildings and Structures in the Multiple Family Residential (MFR) District. In the MFR District, accessory buildings and structures for multiple-family buildings and apartments **with 5+ dwelling units** must meet the requirements of [Section 54.616\(C\)](#). For all other uses in the MFR District, the following requirements apply:

(1) Detached Accessory Buildings and Structures.

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

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

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

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

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

Section 54.706 Fences and Walls

(C) Requirements by Zoning District:

(2) M-U and CBD Districts.

(a) Height. Fences and walls in the side **yard shall not exceed four (4) feet in height** 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 Alcoholic Beverage Service use (see Section 54.636) and for Outdoor Entertainment and Community Events (see Section 54.635) may be up to eight (8) feet in height for the purposes of visual and noise screening of that particular use.~~ A fence in a front yard may not exceed four (4) feet in height. Walls are prohibited in a front yard except for retaining walls. **Exceptions:**

(i) **A wall or fence in the side or rear yard of an approved commercial Outdoor Alcoholic Beverage Service use (see [Section 54.636](#)) and for Outdoor Entertainment and Community Events (see [Section 54.635](#)) may be up to eight (8) feet in height for the purposes of visual and noise screening of that particular use.**

(ii) **A wall or fence in the front or side yard that has a commercial off-street parking lot abutting a residential use may be up to six (6) feet in height. In lieu of a wall or fence, the owner may plant and maintain an evergreen greenbelt buffer in accordance with [Section 54.1003\(D\)\(2\)\(c\)](#).**

(b) Construction. Fences may not have more than 50% of the fence area of solid, opaque construction (See Figure 37) 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.

(E) Special Purpose Fences.

- (1) **Swimming Pools.** All swimming pools with a water depth of two (2) feet or greater at any point must be enclosed with a six (6) foot high fence, not closer than four (4) feet from the pool's edge on any side. Gates in the fence must have a self-latching catch or lock located not closer to the grade than four (4) feet and otherwise made inaccessible from the outside to small children.
- (2) **Protective Measures Fence.** A protective measures fence may only be erected upon a finding by the Board of Zoning Appeals of the need for such fence. The BZA's established procedures of [Section 54.1404](#) must be followed. In determining whether the applicant has a practical difficulty, the BZA shall determine that the definition of a "protective measures fence" is met and that there is no reasonable alternative to the erection of the fence. A protective measures fence shall not exceed twelve (12) feet in height in the I-M district, ten (10) feet in height in the GC, RC, M, C, CR, and BLP, and eight (8) feet in height in all other districts. The BZA may permit the owner of a protective measures fence to erect necessary and reasonable barriers along the uppermost edge of such fence including barbed wire. Security fences for telecommunications towers and other facility that require such fencing are exempt from the provisions of this sub-section.
- (3) **Temporary Fences.** Temporary fences, as defined herein, may be permitted by the City in conjunction with an approved temporary activity/purposes, such as construction, landscaping and grading erosion control, temporary sales areas, temporary 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.

(4) Dog Pens and Runs. Section 10-42 of the City Code states, "Dog pens and runs shall not be placed in front yards. Such pens shall be located not less than ten feet from adjacent properties unless a six-foot solid screen obscuring fence is constructed to separate the pen and run from adjacent property. For purposes of this article, any enclosed area used exclusively to contain a dog shall be considered a dog pen or dog run".

Section 54.708—Solar Energy

- ~~(A) Purpose.~~ It is the purpose of this section to promote the safe, effective, and efficient use of solar energy systems to generate electricity and heat. Further, it is the purpose of this section to standardize and streamline the review and permitting process for solar energy systems.
- ~~(B) Findings.~~ The City has found that solar energy is an abundant, renewable, and nonpolluting

energy resource of which some residents and utility companies would like to make use. Generation of electricity by these facilities will reduce dependence on non-renewable energy resources and decrease air and water pollution that results from the use of conventional fossil fuels. Solar energy systems will also enhance the reliability and power quality of the power grid, reduce peak power demands, and help diversify the City's energy supply.

~~(C) Roof Mounted and Wall Mounted Solar Energy Systems:~~ Roof-mounted and wall-mounted solar energy systems for on-site use are permitted accessory structures in all zoning districts, with the exception of solar collectors/panels that are built into roof shingles, are subject to the following regulations:

~~(1) Height.~~ Roof-mounted systems shall not extend more than three (3) feet above the surface of the roof. Wall-mounted systems shall not exceed the height of the wall.

~~(2) Location.~~ Roof-mounted solar energy systems may be located anywhere on a roof of a principal or accessory structure, and may project into required yard setback areas to a maximum of two and one half (2.5) feet from the property line per [Section 54.702\(B\)](#), but shall not protrude beyond the edge of the roof. However, a solar panel may function as a roof element, such as an awning or carport. Shingles that incorporate solar panels, which do not require brackets and thus do not protrude from the roof, are not required to obtain a permit as an accessory structure. Wall-mounted solar energy systems may be located anywhere on the wall of a principal or accessory structure, but shall not be located within a required setback area.

~~(D) Ground Mounted Solar Energy Systems (Less than 20 kW).~~ Ground-mounted and freestanding solar energy systems of less than 20 kW for on-site use are permitted accessory structures in all zoning districts, subject to the following regulations:

~~(1) Location and Setbacks.~~ Ground-mounted solar energy systems shall be located to the side or rear of the principal building. Solar energy systems shall be located at least five (5) feet from a side lot line and/or rear lot line. Solar panels shall not be installed in Riparian Overlay areas or locations that are subject to annual flooding.

~~(2) Height.~~ The height of the solar energy system and any mounts shall not exceed ten (10) feet when oriented at maximum tilt and within ten (10) feet of a residential lot line; and shall not exceed sixteen (16) feet on a residential property or within twenty (20) feet of a residential lot line.

~~(3) Area.~~ Ground-mounted solar energy systems are not classified as lot coverage and are therefore not subject to the maximum lot coverage standards of the zoning district.

~~(4) Power Lines.~~ All power lines between solar panels and inverters must be placed underground.

~~(E) Ground Mounted Solar Energy Facilities — Utility Grade (over 20 kW, operated by a public utility, government entity, or on-site business only).~~ Ground-mounted and freestanding solar energy systems over 20 kW capacity are permitted for public utilities, government entities, and on-site businesses only, subject to special land use approval in the C, I-M, CR, and BLP zoning districts and subject to the following regulations:

- ~~(1) **Location and Setbacks.** The solar energy system shall not be located closer to the street than any portion of the principal building, and shall meet the minimum front, side and rear yard setbacks of the zoning district.~~
- ~~(2) **Height.** The height of the solar energy system and any mounts shall not exceed fifteen (15) feet when oriented at maximum tilt.~~
- ~~(3) **Area.** Ground-mounted solar energy systems are not classified as lot coverage and are therefore not subject to the maximum lot coverage standards of the zoning district.~~
- ~~(4) **Power Lines.** All power lines between solar panels and inverters must be placed underground.~~
- ~~(F) **General Standards.** The following requirements are applicable to all roof-mounted, wall-mounted, or ground-mounted solar energy systems.~~
 - ~~(1) **Permit.** A zoning compliance permit shall be required for any roof-mounted, wall-mounted, or ground-mounted solar energy system. A building permit may be required for these facilities.~~
 - ~~(2) **Batteries.** If solar storage batteries are included as part of the solar collector system, they must be placed installed according to all requirements set forth in the National Electric Code and State Fire Code when in operation. When no longer in operation, the batteries shall be disposed of in accordance with the laws and regulations of the City and any other applicable laws and regulations relating to hazardous waste disposal. If located in an accessory building, the accessory building must meet the requirements of [Section 54.705](#).~~
 - ~~(3) **Electrical Emissions.** The design and construction of solar energy systems shall not produce electrical emissions that would interfere with aircraft communications systems or navigation equipment.~~
 - ~~(4) **Light Emissions and Reflection.** The design and construction of solar energy systems shall not produce light emissions, either director or indirect (reflective), that would interfere with pilot vision and/or air traffic control operations. The solar panels shall be composed of anti-reflective material and/or treated with anti-reflective coating.~~
 - ~~(6) **Removal.** If a solar energy system ceases to perform its intended function (generating electricity) for more than eighteen (18) consecutive months, the operator shall remove the collectors, mounts, and associated equipment and facilities. Where the removal has not been lawfully completed as required above, and after at least thirty (30) days written notice, the City may issue Civil Infraction tickets to the owner and/or operator and seek an order to remove the system in the Marquette County Circuit Court.~~
 - ~~(7) **Utility Connection.** The applicant shall submit evidence that the utility company has been informed of the customer's intent to install an interconnected, customer-owned solar energy generator and that such connection has been approved. Off-grid systems shall be exempt from this requirement.~~

Section 54.709 — Small Wind Energy

~~(A) Purpose.~~ It is the purpose of this section to promote the safe, effective, and efficient use of wind energy systems to generate electricity and thereby reduce or replace on-site consumption of utility-supplied electricity. Further, it is the purpose of this sub-section to standardize and streamline the review and permitting process for wind energy system.

~~(B) Findings.~~ The City has found that wind energy is an abundant, renewable, and nonpolluting energy resource that some residents and businesses of the City would like to use. Generation of electricity by these facilities will reduce dependence on non-renewable energy resources and decrease air and water pollution that results from the use of conventional fossil fuels. Wind energy systems will also enhance the reliability and power quality of the power grid, reduce peak power demands, and help diversity the City's energy supply.

~~(C) Small Wind Energy Systems.~~

~~(1) Where Permitted.~~

~~(a) Roof Mounted Small Wind Energy Systems are permitted by right in all zoning districts, provided that all of the applicable requirements of this Ordinance are met.~~

~~(b) Tower Mounted Small Wind Energy Systems may be permitted as a special land use in the GC, RC, M, C, IM, CR, and BLP districts, provided that all of the applicable requirements of this Ordinance are met.~~

~~(2) Minimum Lot Area.~~

~~(a) Roof Mounted Small Wind Energy Systems shall have no minimum lot area.~~

~~(b) Tower Mounted Small Wind Energy Systems shall be located on a lot with a minimum area of one (1) acre.~~

~~(3) Maximum Wind Turbine Height.~~

~~(a) Roof Mounted Small Wind Energy Systems shall have a maximum height of ten (10) feet above the highest point of the roof or ten (10) feet above the maximum height of the zoning district, whichever is lower.~~

~~(b) Tower Mounted Small Wind Energy Systems shall have a maximum height of twenty (20) meters (65.617 feet).~~

~~(4) Minimum Setbacks.~~

~~(a) Roof Mounted Small Wind Energy Systems shall adhere to the minimum setbacks of the zoning district.~~

~~(b) Tower Mounted Small Wind Energy Systems shall be set back from all property lines, overhead utility rights of way and easements, and other towers a distance equal to or greater than the height of the wind turbine or tower.~~

~~(5) General Standards.~~ The following requirements are applicable to all wind energy systems.

- ~~(a) **Noise.** A noise from a wind energy system shall not exceed 40 dB at the property line and shall comply with the noise standards set forth in the City's Ordinances.~~
- ~~(b) **Shadow Flicker.** The application for a wind energy system shall include a shadow flicker analysis demonstrating impact on adjacent and nearby residential properties. Wind energy systems shall be constructed in locations that minimize the impacts of shadow flicker on residences.~~
- ~~(c) **Lighting.** No wind energy system shall be artificially lighted unless required by the Federal Aviation Administration (FAA).~~
- ~~(d) **Appearance, Color, and Finish.** The wind energy system shall be maintained in the color or finish that was originally applied by the manufacturer, unless otherwise approved in the zoning compliance permit. All wind energy systems shall be a single non-reflective, non-obtrusive, matte finished color (e.g. white or gray).~~
- ~~(e) **Signs.** The manufacturer or installer's identification sign, appropriate warnings signs, and an owner identification sign, are permitted. All other signs are prohibited.~~
- ~~(f) **Electrical Wires.** All electrical wires associated with a wind energy system, other than wires necessary to connect the wind generator to the tower wiring, the tower wiring to the disconnect junction box, and grounding wires, shall be located underground.~~
- ~~(g) **Compliance with Electrical Code.** Permit applications for wind energy systems shall be accompanied by line drawings of the electrical components in sufficient detail to allow for a determination that the manner of installation conforms to the National Electrical Code.~~
- ~~(h) **Construction Codes, Towers, and Interconnection Standards.** Wind energy systems, including towers, shall comply with all applicable state construction and electrical codes and local building permit requirements. Wind energy systems including towers, shall comply with the FAA requirements, the Michigan Airport Zoning Act (Public Act 23 of 1950 as amended), and other applicable local and state regulations. A wind energy system connected to the public utility electrical grid shall comply with the Michigan Public Service Commission and Federal Energy Regulatory Commission standards.~~
- ~~(i) **System Access.** Small wind energy systems shall be designed and installed such that step bolts, ladders, or other means of access readily accessible to the public are located at least eight (8) feet above grade level.~~
- ~~(j) **Safety.** A wind energy system shall have an automatic braking, governing, or feathering system to prevent uncontrolled rotation or over-speeding. All wind towers shall have lightning protection. If a tower is supported by guy wires, the wires shall be clearly visible to a height of at least six (6) feet above the guy wire anchors.~~
- ~~(k) **Minimum Ground Clearance.** The lowest extension of any blade or other exposed moving component of a wind energy system shall be at least twenty (20) feet above the surrounding grade at its highest point within twenty (20) feet of the base of the tower and at least twenty (20) feet above any outdoor surface intended for human~~

use, such as balconies or roof gardens, that are located below the wind energy system.

~~(l) **Roof Mounted Small Wind Energy Systems.** Roof-mounted small wind energy systems shall be limited to roof mounting and shall not be mounted on any other building wall or surface.~~

~~(m) **Removal Provisions.** As a condition of approval, the City may require that the property owner enter into an agreement with the City for the removal of the wind energy system upon disuse or abandonment of the system as described in [Section 54.709\(C\)\(5\)\(n\)](#). The agreement shall be in recordable form, provide the necessary authority for the City to enter the property to remove the unit when a property owner fails to do so as required in [Section 54.709\(C\)\(5\)\(n\)](#), and also provide that the City may have a lien for costs if it becomes necessary for the City to exercise its rights under the agreement. This agreement shall be recorded with the Marquette County Register of Deeds.~~

~~(n) **Removal.** If a small wind energy system ceases to perform its intended function (generating electricity) for more than six (6) consecutive months or has been abandoned, the property owner shall remove the wind energy system, electrical components, and all other associated facilities no later than ninety (90) days after the end of the six (6) month period. Where the removal has not been lawfully completed as required above, and after at least thirty (30) days written notice, the City may remove or secure the removal of the wind energy facility or portion thereof only if there is a recorded agreement authorizing the City to do so pursuant to [Section 54.709\(C\)\(5\)\(m\)](#). If there is a recorded agreement authorizing the City to remove the solar energy system or portion thereof pursuant to [Section 54.709\(C\)\(5\)\(m\)](#), the City's actual cost and reasonable administrative charges may be placed as a lien on the property and the lien on the property shall be superior to all other liens except taxes. If there is no recorded agreement authorizing the City to remove the wind energy system or portion thereof, the City may issue Civil Infraction tickets to the owner and/or operator and seek an order to remove the system in the Marquette County Circuit Court.~~

~~(o) **Performance Guarantee.** All applications for a small wind energy system shall be accompanied by a performance guarantee in an amount sufficient to ensure the decommissioning and removal of the system when it is abandoned or no longer needed.~~

~~(p) **Insurance.** The applicant shall submit proof of sufficient property damage and liability insurance.~~

~~(q) **Utility Connection.** The applicant shall submit evidence that the utility company has been informed of the customer's intent to install an interconnected, customer-owned wind energy generator and that such connection has been approved. Off-grid systems shall be exempt from this requirement.~~

Section 54.710 Storage of Recreational Vehicles

Unless prohibited elsewhere in the Code of Ordinances, the storage of recreational vehicles is subject to the following requirements:

(A) Personal Storage by City Residents. Residents of the City may store their own recreational vehicles on their own property for an indefinite period of time, provided the vehicles meet the following requirements:

- (1) The recreational vehicle must be in operable condition if parked in the *front area*.
- (2) The recreational vehicle must be parked in the rear yard if the registration is not current, and if parked behind the front area, the recreational vehicle must meet the same side and rear setback requirements of ~~Article 4~~ as that of an accessory structure, per Article 54.705.
- (3) A recreational vehicle is not to be used as a dwelling unit in residential zoning districts.

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

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

Article 9 Parking, Loading, and Access Management

Section 54.903 Minimum/Maximum Number of Parking Spaces

Land Use	Minimum/Maximum Parking Requirement (standards show the parking minimums unless stated)
(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 – 19 dwelling units, except subsidized (below market rate) and senior housing.	Two (2) spaces per each dwelling unit with more than one bedroom; one (1) parking space must be provided for each one-bedroom dwelling unit, except the M-U and CBD zoning districts require 1.125 space per any dwelling unit. 2 motor vehicle parking spaces per dwelling unit is the maximum allowed.
(4) Multiple-Family units with 20 or more dwelling units, subsidized housing units (including Section 8 and other programs)	Two (2) spaces per each dwelling unit with more than one bedroom; one (1) parking space must be provided for each one-bedroom dwelling unit, except the M-U and CBD zoning districts require 1.125 space per any dwelling unit. 2 motor vehicle parking spaces per dwelling unit is the maximum allowed.
(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. 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.
(7) Fraternities, Sororities, and Intentional Communities	One (1) space for each capacity occupant
(8) Rooming Houses and Hostels	Three (3) spaces.
(9) Nursing Home, Convalescent Homes, Extended Care Facility, Assisted Living Facility	One (1) space for each three (3) units or beds

(congregate care facilities).	
(10) Homeless Shelter or Domestic Violence Abuse Shelter	Established based on the needs of each facility. As a general rule, shelter facilities providing services to families will require more parking than emergency shelters that serve homeless individuals exclusively.
(11) Bed and Breakfast Homes, and Bed and Breakfast Inns	Two (2) spaces, plus one (1) space per guest room.
(12) Short-Term Rentals (Homestays and Vacation Homes)	One (1) space per dwelling unit.
(13) Supportive Housing Facility, Permanent and Transitional	Two (2) spaces
(14) Group Home Day Care	One (1) off-street parking space must be provided for the caregiver(s) not living in the dwelling. Two (2) parking spaces must be available for drop-off and pick-up within 250 feet of the home.

Land Use	Minimum Parking Requirement (standards show the parking minimums unless stated)
(B) Educational	
(1) Public and Private Elementary, Junior, and Senior High Schools	One (1) space for each instructor, administrator or additional employee plus one (1) space for each ten (10) senior high school students
(2) Commercial and Trade Schools, Colleges, and Universities	One (1) space for each instructor, administrator or other employee plus 1 space for each four students
(C) Religious, Cultural, and Recreational	
(1) Religious Institutions, Commercial or Noncommercial Assembly, Convention, Meeting and Exhibition Halls, Theaters, Auditoriums Stadiums, Sports Arenas, and Similar Places of Public Gathering	One (1) space for every three (3) seats or six (6) feet of linear seating in the main assembly area for areas with fixed seating. For facilities without fixed seating, one (1) space for every three (3) capacity occupants.
(2) Libraries, Museums, Art Galleries	One (1) space per 250 square feet of floor area
(3) Private Clubs, Private Lodges, or Indoor Recreation (Commercial or Noncommercial)	One (1) space for every three (3) capacity occupants
(D) Health Facilities	
(1) Hospitals and Inpatient Mental Health or Substance Abuse Treatment Facility	Two (2) spaces for each bed

(2) Medical and Dental Clinics, Doctors' and Dentists' Offices, Veterinary Clinics, and Outpatient Mental Health or Substance Abuse Treatment Facilities with less than 20 Licensed Health Professionals	One (1) space per 400 square feet of gross floor area plus one (1) per employee on peak shift.
(3) Medical and Dental Clinics, Doctors' and Dentists' Offices, Veterinary Clinics, and Outpatient Mental Health or Substance Abuse Treatment Facilities containing twenty or more Licensed Health Professionals	One (1) space per 500 square feet of gross floor area plus one (1) per employee on peak shift.
(E) Transportation, Communication, and Utilities	
(1) Rail, Bus, Air and Water Passenger Terminals	No minimum
(2) Air, Rail, Motor and Water Freight Terminals	One (1) space per 400 square feet of floor area
(3) Radio and Television Stations	One (1) space per 200 square feet
(4) Public Utility Operations other than Offices	One (1) space per 1,000 square feet of floor area plus One (1) space per 10,000 square feet of site area

Land Use	Minimum Parking Requirement (standards show the parking minimums unless stated)
(F) Industrial/Wholesaling/Warehousing	
(1) Production or Processing of Materials, Goods, or Products	One (1) space per 1,500 square feet of floor area plus one (1) space per 10,000 square feet of site area
(2) Testing, Repairing, Cleaning or Servicing of Materials, Goods, or Products	One (1) space per 1,000 square feet of floor area plus One (1) space per 10,000 square feet of site area
(3) Warehousing and Wholesaling	One (1) space per 1,000 square feet of floor area plus One (1) space for every 10,000 square feet of outdoor storage or sales area
(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 two (2) stacking spaces between the pick-up window and the order station, where space exists. Any other stacking spaces shall not conflict with access to required parking spaces or block right-of-way.

(3) Establishments for the Sale of Motor Vehicles, Trailers, and Large Equipment of any sort	One (1) space for each 1,000 square feet of floor area, minimum of two (2) spaces
(4) Gasoline Stations and Convenience Stores	One (1) per gas pump (located at the pump) and one (1) per employee on peak shift, plus required parking for the retail area. In no instance shall a required parking space or its maneuvering area conflict with vehicles being fueled or serviced or awaiting to be fueled or serviced.
(5) All Other Retail	Maximum of one (1) space for every 150 square feet of floor area, minimum of two (2) spaces
(H) Services	
(1) Offices, business and professional except as otherwise specified.	One (1) space for every 400 square feet of floor area
(2) Auto service stations and repair garages	One (1) space for every 300 square feet of interior office/sales/waiting room floor area plus two (2) spaces per service stall.
(3) Laundromats	One (1) space for every 50 square feet of floor area.
(4) Barber Shops, Beauty Shops, and Salons	One (1) space per employee plus two (2) spaces per service chair.
(5) Day Care Facilities	One (1) per employee in the largest working shift and one (1) per ten (10) persons cared for at capacity plus stacking spaces for two (2) five (5) vehicles. The stacking spaces must meet the minimum parking layout dimension requirements per Figure 45.

Land Use	Minimum Parking Requirement (standards show the parking minimums unless stated)
(H) Services Cont.	
(6) Pet Boarding Facilities	One (1) per employee in the largest working shift and one (1) per ten (10) animals cared for at capacity.
(7) Other Personal Service Establishments	One (1) space for every 150 square feet of floor area, minimum of two spaces
(I) Other	
(1) Marihuana Designated Consumption Establishment	1 space for every two (2) capacity occupants
(2) Marihuana Grower and Marihuana Microbusiness growing portion	Minimum of one (1) space per employee on maximum shift, maximum of two (2) spaces.
(3) Marihuana Processor and Marihuana Microbusiness processing portion	One (1) space per 1,000 square feet of floor area plus one (1) space per 10,000 square feet of site area
(4) Marihuana Retailer and Marihuana Microbusiness retail portion	Maximum of one (1) space for every 150 square feet of floor area, minimum of two (2) spaces

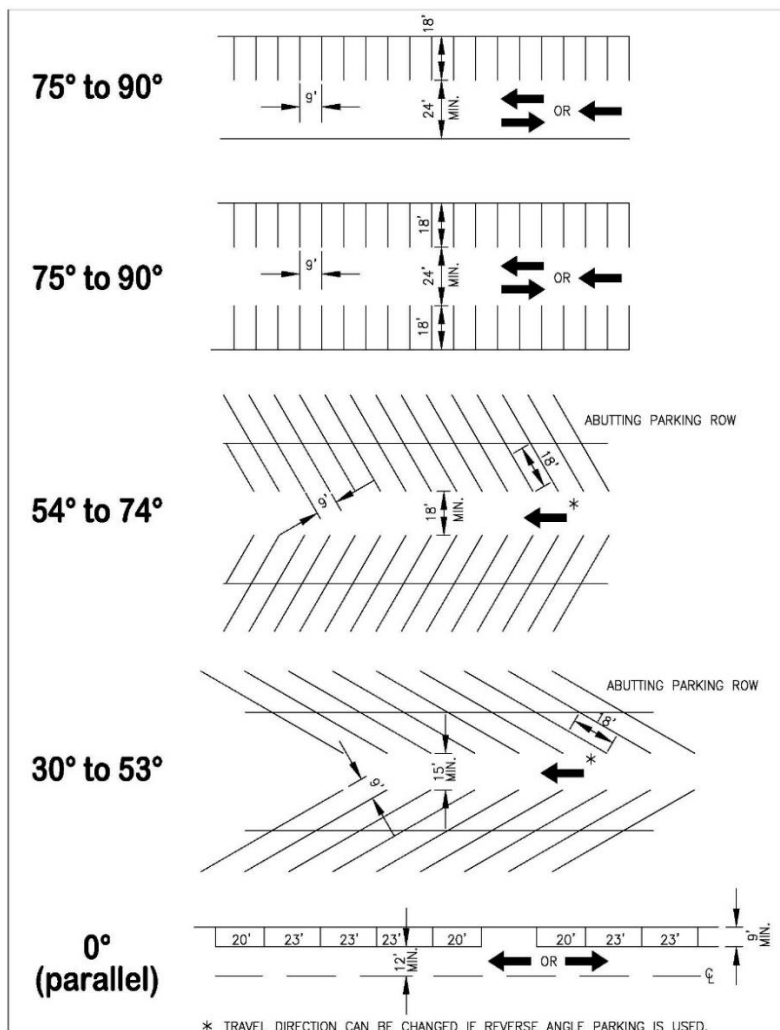
(5) Marihuana Safety Compliance Facility , Marihuana Education Research, and Marihuana Secure Transporter	One (1) space per 1,000 square feet of floor area plus One (1) space per 10,000 square feet of site area
(6) Outdoor Recreation	One (1) space per 10,000 square feet of space dedicated to recreation activities (not to include offices, restrooms, landscaped areas, roads, etc.)

Section 54.905 Parking Layout, Design, Construction, and Maintenance

Figure 45. Minimum Parking Layout Dimension Requirements (Text)

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

Figure 46. Minimum Parking Layout Dimension Requirements (Graphic) **NEW GRAPHIC**



SECTION 8. Article 10 – Landscaping and Screening

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

Article 10 Landscaping and Screening

Section 54.1002 Scope of Application

- (A) Uses, Lots, Sites, and Parcels for Which Site Plan Review is Required.** The requirements set forth in this Article shall apply to all uses, lots, sites, and parcels for which Site Plan Review is required and which are developed or expanded following the effective date of this Ordinance. No site plan shall be approved unless that site plan shows landscaping consistent with the provisions of this Article. Furthermore, where landscaping is required, a Zoning Compliance Permit shall not be issued until the required landscape plan is submitted and approved and a Certificate of Occupancy shall not be issued unless provisions set forth in this Article have been met or a performance guarantee has been posted in accordance with the provisions set forth in [Section 54.1402\(H\)](#).
- (B) Existing Buildings.** Meeting the requirements of this Article are optional, in cases where the use of an existing building changes or an existing building is re-occupied and for building and/or site alterations that do not require Site Plan Review.
- (C) Additional Requirements for Landscaping.** The requirements of this Article are minimum requirements, and nothing in this Article shall preclude a developer and the City from agreeing to more extensive landscaping.
- (D) Existing Landscaping.** Existing landscaping that meets the requirements of this Article may be used to comply with the requirements of [Section 54.1003](#).
- (E) Uses that do not require site plan review.** Uses that are exempt from site plan review, such as single-family residential must meet Section 54.1004 and Section 54.1005 at all times.

Section 54.1003 Landscaping Design Requirements

(A) Street Trees.

- (1) Intent.** Street trees provide both form (canopy) and comfort (shade) to the street-space. Native trees and plants contribute to the reduction of air and noise pollution, maintenance of natural habitat, the conservation of water, and rainwater management.
- (2) Where Applicable.** Street trees must be planted within the road right-of-way, provided there is sufficient area within the right-of-way for street trees and the planting is approved by the City Arborist pursuant to Chapter 22, Article 5 of the City of Marquette Code of Ordinances. [This does not apply to right-of-way areas that are not controlled by the City of Marquette.](#)
 - (a)** [Street trees shall not be planted directly in front of non-residential building entrances or other features of a building that are intended to be seen from a street. A “clear zone” should be established around these entrances and features to prevent them from being obscured by trees and other vegetation.](#)
- (4) Location of Planting.** Street trees may be planted in a tree lawn (the area in between the sidewalk and the curb or edge of pavement) or in tree grates where no tree lawn exists between the curb and the sidewalk. Street trees shall not be planted over public underground utilities without the approval of the City Engineering Department, [or in front of commercial building entrances](#). Street trees must be centered horizontally and meet the following separation requirements:

- (a) Two (2) feet from walkways, curbing, and other impervious pavements when planted in a tree well or continuous planter;
- (b) Three (3) feet from walkways, curbing and other impervious pavements when planted in a continuous swale;
- (c) Five (5) feet from street lights, underground utilities, utility meters and service lines, fences, walls and other ground level obstructions;
- (d) Six (6) feet from porch eaves, and awnings and similar overhead obstructions associated with the ground level of buildings;
- (e) Eight (8) feet from balconies, verandas, building eaves and cornices, and similar overhead obstructions associated with the upper stories of buildings.

- (F) Garbage and Dumpster Screening.** If the garbage and dumpster area is not screened by an intervening building from a perpendicular view from any public street rights-of-way or adjacent residential zoning district then an An enclosure of sufficient height to completely screen the dumpster is required on three (3) sides of the dumpster. with a solid, opaque gate on the fourth side. An enclosure gate is optional. The height of the enclosure shall be not less than six (6) feet or at least one (1) foot above the height of the dumpster, whichever is greater. Enclosures shall meet the following standards:
- (1) The enclosure must be constructed of brick, decorative concrete, pressure treated or wolmanized wood, cedar, chain link with slats, or vinyl composite material which matches or complements the principal building or structure.
 - (2) Enclosure gates must be constructed of solid metal or steel-reinforced wood, cedar, chain link with slats, or vinyl composite material. If wood other than cedar is used, it must be pressure treated or wolmanized.

Section 54.1004 Standards for Plant Materials

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

- (1) Single-family and two-family uses are allowed to have in addition to grass or other perennials gardens, food production, pea stones, rocks, pebbles in the open areas of the site; however, there is a required 5-ft buffer between street's edge/curb where grass or other plant material is required.
 - (a) Landscaping stone requires a 1-ft setback/buffer to the property line or City public sidewalk.

SECTION 9. Article 11 – Signs

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

Article 11 Signs

Section 54.1103 Definitions

(B) 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:

- (25) Mural:** An original painting or texturing applied to the surface of a wall or window. If the mural depicts on-premise commercial content or off-premise commercial content, **the portion of the mural containing the commercial content will be considered a sign for purposes of this Ordinance, and will be regulated as such by subsection 54.1103(C)(26).**

Section 54.1105 Signs Permitted by Zoning District

(A) Sign Regulations Applicable to Residential Districts (LDR, MDR, MFR, and MHP)

Sign Type	Single-Family, Duplex, Triplex, and Quadplex Residential Uses Only	Residential Developments (Subdivisions, Site Condominiums, Multi-Family Developments, Mobile Home Parks) and Non-Residential Uses Only
Freestanding Monument Sign (Section 54.1109(B))	Not Permitted	Max. Number: Either 1 Freestanding Monument Sign or Ground Sign per lot and 1 Wall Sign per lot. Max. Combined Area: 50 sq. ft. combined area of the Monument Sign or Ground Sign and Wall Sign.
Wall Sign (Section 54.1109(C)), in addition to Nameplate Signs (Section 54.1107(B)) and Address Signs (Section 54.1107(C))	Not Permitted	
Freestanding Pole Signs (Section 54.1109(A))	Not Permitted	Developments of 1-4 Residential Units: 1 sign not exceeding 2 sq. ft. Developments of 5-49 Residential Units: 1 sign not exceeding 10 sq. ft. Developments of 50+ Residential Units: 1 sign not exceeding 20 sq. ft. for each driveway providing access to the site. Location: Must be within 50 feet of the driveway and must not be within 100 feet of another such sign on the same site.
Projecting Sign (i.e., Awning Sign [Section 54.1109(E)], Blade Sign [Section 54.1109(D)], Canopy Sign [Section 54.1109(E)], Marquee Sign [Section 54.1109(E)])	Not Permitted	Not Permitted
Sidewalk Sign (Section 54.1109(F))	Not Permitted	Not Permitted
Window Sign (Section 54.1109(H))	See Section 54.1109(H)	
Electronic Message Center (EMC) (Section 54.1109(I))	Not Permitted	Not Permitted
Yard Signs (Non-Commercial)	Max. Number: 4 per lot Max. Height: 6 feet Max. Area (Total): 24 sq. ft.	

Yard Signs (On-Premise Commercial)	Max. Number: 1 per lot Max. Area: 6 sq. ft. Max. Height: 6 ft.	For Developments with 20 lots/units or less: 1 sign not exceeding 32 sq. ft. in area or 8 ft. in height, located at least 100 ft. from an occupied residence. For Developments with more than 20 lots/units: 2 signs not exceeding 32 sq. ft. each or 8 ft. in height, located at least 100 ft. from an occupied residence.
Off-Premise Commercial	Not Permitted	Not Permitted

SECTION 10. Article 14 – Administrative Procedures

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

Article 14 Administrative Procedures

Section 54.1401 Zoning Permits and Zoning Compliance Review

- (A) **Submission of Zoning Compliance Application Required.** No person shall commence to erect, alter, or repair any structure or to replace or enlarge any of the uses listed in [Section 54.1401\(B\)](#), without first obtaining Zoning Compliance and approval of plans. No use shall be carried on, nor construction undertaken, except as shown upon an approved Zoning Compliance application and plan. Plans shall be submitted to the Zoning Administrator or designated official.
- (B) **Permitted Uses and Development Subject to Zoning Compliance Review.** The following uses and development are subject to Zoning Compliance Review:
- (1) Residential dwellings (one-family, two family, multi-family) and associated accessory structures, including additions and structural alterations, and structural alterations to any other building or structure.
Structural alterations include, but are not limited to, replacement of structural members of decks, porches, or steps, alterations to the means of ingress and egress, and other changes regulated by this Ordinance, provided such alterations are not subject to Site Plan Review pursuant to [Section 54.1402\(B\)](#). The Zoning Administrator reserves the right to require a Zoning Compliance Review for the replacement of a non-structural member of a deck, porch, or other structure if deemed necessary by the Zoning Administrator to determine compliance with this Ordinance.
 - (2) Interior remodeling of a non-residential use, provided such remodeling is not subject to Site Plan Review pursuant to [Section 54.1402\(B\)](#).
 - (3) Re-paving of an off-street parking lot, provided there are no grading changes and no changes to the configuration of the parking lot layout.
 - (4) The establishment of a permitted use in the district, provided that the use must meet all requirements of this Ordinance including any special requirements listed for that zoning district. Any development requiring Site Plan Review must be reviewed in accordance with to [Section 54.1402\(B\)](#) and special land uses must be reviewed in accordance with [Section 54.1403](#).
- (C) **Required Information for Zoning Compliance Review.** The required form of, and information on, plans shall include:
- (1) Name and address of the applicant and plan preparation date.
 - (2) Dimensioned property lines of the area included in the plan and a north arrow.
 - (3) The scaled shape, size, use, location, height, eave size, floor area, parking spaces, driveways, sidewalks, exterior architectural design of all structures, the floor area and ground coverage ratios of residential structures if applicable.

- (4) The elevation of the finished floor and the elevation at the curb for driveways when the proposed construction is new or when this information is otherwise deemed necessary by the Zoning Administrator to determine the runoff flow of storm water.
 - (5) All proposed and existing structures and their relationship to each other and adjacent property lines, including setbacks.
 - (6) For non-residential interior remodeling, two (2) copies of plans sized 24 inches by 36 inches shall be drawn to a scale acceptable to the Zoning Administrator and shall be sealed by a professional engineer or architect. One digital copy of the plan set must also be submitted.
 - (7) Any other information deemed necessary by the Zoning Administrator to establish compliance with this and other ordinances.
 - (8) If no exterior dimensional changes will result from the proposed construction or alteration, the Zoning Administrator may permit the plan to consist of the minimum applicable information listed above to determine compliance with the Zoning Ordinance and applicable codes.
- (D) Zoning Compliance Review Procedure.** Upon receipt of any Zoning Compliance application and plan, the Zoning Administrator or designated official shall review to determine whether it is in proper form, contains all of the required information and shows compliance with the ordinance. The Zoning Administrator or designated review official shall, within ten (10) business days, grant approval in writing or deny approval in writing, setting forth in detail the reasons which shall be limited to any defect in form or required information, any violation of any provision of this Ordinance, and any changes which would make the plan acceptable. The Zoning Administrator or designated official may extend this ten (10) business day period if additional time is required to determine compliance and/or obtain additional information necessary to determine compliance. In determining compliance with this Ordinance, the Zoning Administrator or designated official shall take into consideration all applicable standards of this Ordinance, such as setbacks, height, parking, landscaping, etc. If non-compliance with any standard of this Ordinance is demonstrated, the Zoning Administrator or designated official shall deny approval of the plan. The applicant may appeal any denial to the Board of Zoning Appeals.
- (E) Expiration.** Zoning permits (which includes zoning compliance, fence, and sign permits, etc.) will expire after two (2) years if construction has not commenced. Zoning Staff upon request prior to the expiration date, may grant an extension of not more than one (1) year from the expiration date, upon findings that the conditions of the permit have not changed. Not more than two (2) such extensions may be granted.

Section 54.1402 Site Plan Review

Figure 51. Required Review Process Based on Development Activity

Development Activity	Site Plan Review Required by P.C.	Minor/Admin Site Plan	Exempt From Site Plan Review
Special land uses	•		
Planned Unit Developments	•		
New building construction totaling more than either 16,000 sq. ft. in footprint area or 40,000 sq. ft. in gross floor area.	•		
New construction for multi-family residential units that contain or will contain more than twenty (20) dwelling units.	•		
Site Condominium development – New, amendment, or expansion	•		
Additions, alterations, non-residential and multi-family accessory structures, and renovations that are more than 16,000 sq. ft. in footprint area or 40,000 sq. ft. in gross floor area.	•		
Filling a parcel of land to an elevation above the established grade of adjacent developed land.		•	
New construction, additions, alterations, or site improvements for multi-family residential units that contain or will contain five (5) to twenty (20) dwelling units, and for multi-family residential additions, alterations, or site improvements that are not otherwise exempt (as stated below) , unless site plan review is required due to size criteria being met.		•	
Conversion of an existing building or part thereof from a residential use to a non-residential use, including site improvements that result from a change in the use of the building or part thereof from residential use to nonresidential use.		•	

Development Activity	Site Plan Review Required by P.C.	Minor/Admin Site Plan	Exempt From Site Plan Review
Additions, alterations, non-residential and multi-family accessory structures, Solar Energy Systems $\geq 20\text{kw}$ to 2 MW – Accessory Use, Solar Energy Systems $\geq 20\text{kw}$ to 2 MW – Principal Use, and renovations that are more than 10 percent less than 20% of the size of the original commercial or multi-family residential building footprint or less than 2,500 more than 500 square feet, unless otherwise exempt.		•	
Relocation of a building approved via Site Plan Review, with associated utilities		•	
Any expansion or change in an existing land use if more parking in addition to that already provided is required		•	
Any earthwork greater than 20,000 square feet in size for a non-residential use; or earthwork that is more than half the size of the parcel upon which commercial, industrial, mixed-use or multi-family land use is occurring or intended.		•	
Site improvements of more than 2,000 square feet that include landscaping, site access, and parking lot grading, layout, and new off-street parking, unless the activity is exempt		•	

Commercial and non-residential buildings less than 16,000 square feet, unless the activity requires site plan review		•	
Condominium development – New, amendment, or expansion		•	
If only adding a new driveway to an existing off-street parking lot and not affecting the parking lot.			•
Single-family dwellings and their accessory facilities on individual parcels			•
Two-family dwellings and their accessory facilities on individual parcels			•
Multi-family residential units that contain or will contain three (3) or four (4) dwelling units.			•
Additions, alterations, non-residential and multi-family accessory structures, Solar Energy Systems <20kw – Accessory Use , and renovations that are less than up to 10% of the size of the original industrial, commercial or multi-family residential building footprint or less than up to 500 square feet.			•
Relocation of a building approved via a site or plot plan, no corresponding utilities			•
Interior remodeling or interior construction			•
Landscaping that is less than 25% of the parcel size or 2,000 square feet			•
Site improvements that are less than 2,000 square feet, and site lighting, unless the activity requires site plan review or minor site plan review			•
Alterations to exterior walls such as window openings, façade changes, etc., provided there is no change to the building footprint			•
Re-paving of an off-street parking lot, provided there are no grading changes and no changes to the configuration of the parking lot layout			•

Section 54.1402 Site Plan Review

Figure 52. 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 – 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 .	•	•	•
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		•	•

Site Plan Information Required	Sketch Plan	Preliminary Site Plan	Final Site Plan
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 .		•	•
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 .	•		
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 .		•	•
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.	•	•	•
Voluntary Information/Considerations – callouts/notes and narrative would be appreciated			
<u>Infrastructure for Electric Vehicle (EV) charging stations (wiring, conduit, etc.)</u>			
<u>Incorporation of green infrastructure elements such as a bioswale/rain garden (see Fig. 41), pervious pavers, vegetative/green roof, living retaining wall, French drains.</u>			
<u>Public art elements such as sculpture, murals, interactive installations.</u>			
<u>Affordable housing (including of explanation of how affordability is calculated).</u>			
<u>Encourage colorful cladding materials (black, white, grey materials should be limited to <50 percent of total exterior cladding and trim colors).</u>			
<u>Inclusion of bicycle parking facilities (racks, shelters, lockers, etc.) not required by the LDC.</u>			

SECTION 11. Article 15 – Violations, Penalties, and Enforcement

Chapter 54 – LAND DEVELOPMENT CODE, Article 15 – Violations, Penalties, and Enforcement is hereby amended as follows:

Article 15 Violations, Penalties, and Enforcement

Section 54.1503 Violations and Penalties

Any person or party who violates any provision of this Ordinance or any amendment thereto, including conditions of approval for site plan review and zoning compliance, or who fails to perform any act required hereunder or does any prohibited act, shall be guilty of a civil infraction. Each and every day on which any violation is committed or permitted to continue shall constitute a separate offense and shall be punishable as such hereunder. Any violation of this Ordinance is hereby declared to be a public nuisance per se. See also [Section 54.1301\(B\)\(6\)](#)

SECTION 12. Effective Date

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

Sally Davis, Mayor

Kyle Whitney, City Clerk

Date Adopted: _____

Date Published: _____

**OFFICIAL PROCEEDINGS OF THE
MARQUETTE CITY PLANNING
COMMISSION
May 21st, 2024**

A regular meeting of the Marquette City Planning Commission was duly called and held at 6:00p.m. on Tuesday, May 7th, 2024, in the Commission Chambers at City Hall. An audio/video recording of this meeting is available online [here](#).

ROLL CALL

Planning Commission (PC) members present: W. Premeau, M. Rayner, Vice Chair K. Clegg, K. Granger, D. Kaltsas, D. Fetter, C. Gottlieb, S. Lawry, Chair S. Mittlefehldt

PC Members absent: None

Staff present: Zoning Official A. Landers, City Planner & Zoning Administrator D. Stensaas, City Engineer M. Kilpela

AGENDA

It was moved by S. Lawry, seconded by C. Gottlieb, and carried 9-0 to approve the agenda as presented.

MINUTES

The minutes of 04-16-24 were approved as presented by consent.

CONFLICT OF INTEREST

W. Premeau stated that he sold the property in the 03-SUP-06-22 extension request case and would recuse himself in that case.

CITIZENS WISHING TO ADDRESS THE COMMISSION ON AGENDA ITEMS

No comments were provided.

PUBLIC HEARINGS

A. 01-SUP-05-24 – 2980 ST HWY M-553 (PIN: 0515971)

A. Landers stated that staff has reviewed the Special Land Use permit application for a one-story building that will have Light Manufacturing use located at 2980 ST HWY M-553. She continued, saying that attached to the agenda is the staff report, the Special Land Use application submitted by the applicant, their site plan review application, staff comments, their responses to the staff comments, the area and block maps with the parcel outlined in blue, photos of the site, and the site plan. She said that staff did not receive any correspondence prior to the agenda being posted or prior to today's deadline.

S. Mittlefehldt asked if anyone had questions for staff.

S. Lawry asked if the Cleveland-Cliffs easement that is shown across the property is one of the old Cliffs electric easements for power lines, do we know? Staff did not have a conclusive answer to the question, but the applicant's team indicated that they could answer the question.

Mr. Bud Bradley, Construction Manager for Longyear, said that he was representing the project and that a brief overview is it's a 30,000 sq. foot light-manufacturing facility. He said it is going to be pre-engineered metal building and its going to be utilized for Able Medical's expansion. Production is driving that need and this is the proposed site and I'm hoping to answer any questions you have, in depth, about the project. He addressed Commissioner Lawry and said that to answer his question - the easement was owned by Cleveland-Cliffs, and our understanding is that it was transferred to UPPCO and then ATC. He said they have been in touch with all three entities and how it was recorded, or the lack of recording, is

still a bit of a mystery to us, but we're trying to get a quit-claim deed from all three entities to remove that burden from the property.

C. Gottlieb asked Mr. Bradley:

Is there anything in the easement right now, anything underground?

Mr. Bradley said that the easement dates back to the early 1900s, it is an electrical powerline transmission easement, and he has walked the easement and there is absolutely nothing within it and there is nothing underground.

S. Lawry asked Mr. Bradley:

As owners of the property, do you have any plans for moving the existing bike trails that are on the property?

Mr. Bradley stated:

We have a good working relationship with the NTN and they have a good idea of what trails are going to be impacted and we're working in conjunction with them for planning purposes. There will be a pause to those trails during construction but at this time it is to be determined where and how they will be rerouted.

S. Mittlefehldt asked...

Could you give us a sense, as I'm not familiar with Able Medical manufacturing, of exactly what you'll be doing? I noticed in the plans there is a blasting and polishing room, and wet process, but I have no idea. So, what is going to be going on at the site?

Mr. Robert Kinney, Plant Manager and Process Engineer for Able Medical, said:

We do [make] implants, (inaudible) and surgical instruments, similar, to Resolve medical, north of town. Our wet processing is citric based. There are CNC machines, lathes, mills, and from a thermoplastics standpoint it's (inaudible) and all Class B, there's no chemicals exiting the building. We'll clean up and take care of that during the disposal process. The wet process is just cleaning (inaudible) parts, usually with citric-based type of cleaners, nothing from an acid standpoint. We do use oil in our machines and we recycle that offsite.

C. Gottlieb asked Mr. Bradley if there is a written agreement with the NTN or an agency to replace the trails, or a guarantee that you guys are going to replace them?

Mr. Bradley stated:

I'm not privy to any existing lease agreements with the NTN, all I know is that there is a consistent working relationship with NTN at this time. There is no actual guarantees or anything like that at this time.

S. Mittlefehldt asked if there was an correspondence on this project. There was not. She then opened the public hearing and asked if anyone wanted to provide testimony on this matter.

Mr. Ken Rushka, representing the Marquette Golf and Country Club, said that he was on their board of directors, and he stated:

We were put in contact with the Longyear and Able group and they had a good reach out to us and they were very willing to work with us on what we want to do there. The golf course is a very large green space and so we're very into recreation and green space and working with the NTN on trails, and we have a lot of them going through our property and some connectors as I understand are critical to them and we're very supportive of the NTN and this project. We spoke to the manager who is not here tonight and they seem to be building a light manufacturing, tech campus that would fit in with the golf course and we're satisfied with what they told us and we're here as a supportive and positive neighbor tonight. Thank you.

Ms. Lori Hauswirth, Executive Director of the [Noquemenon Trail Network] NTN, stated:

We've been in conversations with Longyear, obviously, and we knew this was coming for five or six years. (Inaudible) before they sold it had an option to put a permanent easement across this property and they

chose not to, so we're lucky to have a landowner that is actively working with us to make sure trails are preserved. So with this project the critical piece that we're losing is the snow bike trail connectivity, we will have to move that trail or find another route up higher to maintain that. And we'll be losing a bit of singletrack that we're hopeful will be reconnected but is less critical to the system. It gets tight in there because there is rocky cliff on the City property and the trail dictates how we can construct the trail, and not just the trail, we want to make sure we preserve the character too – the remote feel that we enjoy out on the trails, so anything we can do to maintain the terrain or the natural buffer is important to the trails too.

S. Mittlefehldt closed the public hearing after hearing no other comments.

It was moved by S. Lawry, seconded by K. Clegg, and carried 9-0 to suspend the rules for discussion.

S. Lawry stated:

I'm not sure whether its germane to this item or the next one for the road, but it does show the proposed right of way for the public road, but it does not include the turn-around at the end of the road, which would be required for plowing vehicles, fire trucks, and the like, and I think past practice has been to require a temporary easement for something like that. I think there was one for Tadych's parking lot where O'Dovero Drive ends and I'm just wondering if that is something that is still in the works between the City and the developer.

City Engineer M. Kilpela stated that they haven't discussed that yet, but it is a good point.

S. Lawry said that a second question is that its mentioned a couple of times in our materials that the schedule for this is undetermined at this point, but it appears that MDOT has a current mill and pave project underway on this section of McClellan and if the open cut for the sewer connection isn't done before they get there, they're probably going to prohibit it for several years. Can anyone address if that will be coordinated with MDOT?

Mr. Bradley stated:

We're hoping to team up with the City on that. The general intent would be to construct the road and then turn it over to the City eventually after construction. We have not pulled any permitting from MDOT as of yet, so I'm not sure where that will fall. However, for scheduling, what we're trying to hit now is to potentially break ground as early as mid-July, with substantial completion of the building sometime in the spring or summer of 2025.

S. Lawry stated:

I would urge that you contact the local construction office of MDOT and try to get a timeframe to them, but they'll give you a deadline of when you have to open cut to connect to that sanitary sewer even if you just extend it out beyond that curb and stop there it will remove a major roadblock to your project.

D. Stensaas stated:

I'd just like to add that MDOT has reviewed they're site plan for the access to the highway, as well as the Hemlock Park development across the highway, so they already know what's going on there, and so there just needs to be some coordination.

S. Lawry stated:

I don't believe the plans we had show the driveway location across M-553, and since this driveway doesn't line up with Division St., does it line up with one of those multi-family drives.

D. Stensaas stated:

The two are offset. The new Hemlock drive is already in place, it's been roughed-in, and they're [going to be] offset by a few hundred feet. So, MDOT likes the offset distance and is happy with the way this is going to work out, and they have the site plans.

S. Mittlefehldt said that for the benefit of new members, the Hemlock [Park] property is the 3170, and there is a new drive and housing development going in there.

D. Stensaas said that the Able driveway will be a few hundred feet to the north of the Hemlock Park driveway.

S. Lawry said his questions were answered, and thank you.

S. Mittlefehldt asked if there were other questions or comments. She then directed the members to page 28 in the packet in which the request to exceed the maximum parking limit was posed.

A. Landers said that the Planning Commission has to look at their narrative and decide if you would agree to allow them to have more than the 20-percent above maximum.

S. Mittlefehldt asked if members had checked out the parking plan, and then asked if anyone had any thoughts.

W. Premeau stated:

First off, it's going to be back in the woods, 129 feet off the right-of-way, and the nearest point you're going to see is their scrap metal container, and you have to climb about 50 to 60 feet. I think that is one of the best plans I've seen. In regards to parking, I think when we reduced parking drastically trying to downsize parking lots. They probably know better what they need for parking because its going to take a certain number of employees to run the place, so need for the parking is not a problem as far as I can see.

D. Kaltsas asked if the data was based on current estimates or for future planning.

Mr. Bradley stated:

This is for current planning with some expected growth with the 30,000 square foot facility. There is potential for new hires and our HR department is doing its best to keep up and try to anticipate that. Its based on the 30 members currently down at the Sawyer facility on the day shift, and there's also the night shift, but at times and with company visitors there is a very packed parking lot on an occasional basis. And to your point, sir [W. Premeau], if you hike McClellan Ave. you might never see this facility, if that helps in any decision making.

D. Kaltsas asked Mr. Bradley if they considered bike spaces since they are so close to the South Trails and for those do live in Marquette and that might want to bike after work.

Mr. Bradley stated:

A lot of Able employees are very excited about being located close proximity to the bike trails and we're going to try to make this as community-based a project as possible.

S. Mittlefehldt asked if there were other questions and said that it seems like there is consensus on this and that we can agree with the request for the proposed parking. The members indicated agreement.

S. Mittlefehldt then said that the members needed to go through the fourteen Special Land Use standards of section 54.1403(C). The Planning Commission discussed each of the fourteen standards. The following comments and discussion occurred during this portion of the case:

S. Lawry said, in regard to both time and the number of persons, if I understood the chart with the parking correctly, you basically only have a full staff there on day shift now. Do you envision at some point going to multiple production shifts that would go round the clock.

Mr. Kinney stated:

Currently we run a day shift until 5 o'clock and a night shift from 2 p.m. to midnight, Monday through Thursday currently. The plan going forward is maybe adding Friday night, but consistent with those hours.

Mr. Lawry stated:

I thought I saw where there were only a couple of employees there at night.

Mr. Kinney stated:

Yeah, at Forestville, that's true, we only have six people at night

Mr. Lawry stated:

But you could put the whole thirty people to work on those other shifts in the future.

Mr. Kinney stated:

That's true. Day shift has their engineering and quality department, sales, so we have more departments running during the day. At night it strictly the manufacturing staff keeping the machines running, so its more of a light-duty skeleton-type crew.

C. Gottlieb stated (regarding vehicular circulation):

This may be speculation, but is there any thought that the owners of the property will develop beyond the current proposal to single family homes up further that will increase traffic even more?

Mr. Bradley said that at this time any future development is speculation at this time and we would go through the City's planning process requirements, and that at this time nothing beyond this 30,000 sq. ft. expansion isn't something being planned for to a point where we can speak to it.

D. Stensaas stated, in regard to the last item, I don't know if the members noticed it on the plans, but part of the plan for pedestrian circulation here is a 6-foot maintenance strip. He said what that is, it's a type of multi-use path that isn't distance-separated from the curb, its basically attached at the curb and can serve as a short-term or long-term facility for use by pedestrians and bikes. For the immediate future the plan is to put that in from the access point on M-553 to the facility.

S. Lawry stated, regarding the *physical characteristics of the site*, that he saw a comment regarding cross culverts and that the City was only interested in easements or taking ownership of the portion in the right of way, and yet to properly maintain those culverts you have to have access to the inlet and the outlet. So I was a little confused by that.

M. Kilpela said the intent is that the City would only take over the stormwater systems that capture runoff from the public roadway, whereas the cross-culverts that capture runoff from the parking lot that go to the detention ponds would be privately maintained.

S. Lawry stated he understands, but there are a number of culverts under the road that carry small streamlets and they're picked up and discharged outside of the proposed right of way.

M. Kilpela stated that if you're talking about a culvert that would have an end section (inaudible) the right of way, we'll take another look at that.

S. Mittlefehldt said, regarding *environmental factors*, that she has a question about the issue of recycling titanium shavings, and asked for an explanation of what that is about.

Mr. Kinney stated:

We basically have a dry-hop system where we store them in a metal hopper inside the building, we drain all the oil off and we have a shipper that comes from Chicago that picks them up in lined totes and takes the down to be completely recycled, and we do that for stainless steel shavings as well.

K. Clegg asked how often those shavings are shipped out.

Mr. Kinney said about once every four months, which provides time to reclaim as much oil as possible to reuse in the machines.

S. Mittlefehldt asked if anyone wanted to make a motion or is there any other discussion?

It was moved by C. Gottlieb, seconded by K. Clegg, and carried 9-0 that after holding a public hearing and review of the site plan set dated April 3, 2024, with supplemental documentation and the Staff Report/Analysis for 01-SUP-05-24, the Planning Commission finds that the request meets the intent and requirements of the Land Development Code Sections 54.1403, 54.1402, 54.627, and hereby approves 01-SUP-05-24 with the following condition - that an amended plan is submitted to meet all of staff comments.

B. 01-ZOA-05-24 – Land Development Code Amendments

D. Stensaas stated that in the packet are all of the proposed amendments that we've been working on for the past four to five months, concluding with a joint work session with the City Commission last week, and unless there are questions or concerns someone could move to present these to the City Commission for a public hearing.

S. Mittlefehldt opened the public hearing. Nobody came forward to provide comments. S. Mittlefehldt closed the public hearing.

It was moved by K. Clegg, seconded by C. Gottlieb, and carried 9-0 to suspend the rules for discussion.

K. Clegg said that he thinks there is an oversight that needs correction in item 54.1003(F)(2). This was discussed and a resolution was proposed that was acceptable to the members.

W. Premeau asked questions about the definition of family and there was discussion that followed, without consensus to make any changes to the text of the definition.

W. Premeau asked about item 54.322(C)(4)(e) – the proposed added subsection for *Dog Pens and Runs*.

A. Landers said that the text is from the City Code and it is being added here so that people don't have to jump from the LDC to the City Code to find this information, which was what we said before in the work session.

W. Premeau said that was the only question he had.

C. Gottlieb said that the main concern that he heard at the joint work session last week, other than the day care center issue that was cleared up, was the height of a tower-mounted wind turbine being a maximum of 66 feet. He said that one of the City Commission members was concerned with that maybe being too high, and wondered if others here had the same concern, and that his opinion is that tower-mounted wind turbine has to come before the Planning Commission as a Special Land Use, it can't be in a residential districts, and there is a strict sound limit of 40 decibels and doesn't think that is going to be a problem in the long run. He said he'd rather deal with it here before it goes back to the City Commission but has no problem with the way it was written and think we ought to just let it go.

A. Landers stated that the text is existing language that we just moved from Article 7 to Article 6.

S. Lawry asked about the maximum height – if it is for the tower or the blades?

A. Landers stated that it refers to the maximum height – whatever is the tallest portion, the same as a cell tower.

S. Lawry said that it also has to get above trees and buildings to catch wind and if we shorten it much its not going to be effective to put one anywhere.

C. Gottlieb said that these have to be on a minimum of a one-acre lot and is a Special Land Use and not in residential area, so I don't think this is an issue.

S. Lawry said that the setback is at least the full height of the structure away from all property lines, so if it fell it would fall on the property it is on.

S. Mittlefehldt said that it sounds like we have consensus to keep that language intact. And she said that we will need a motion on this item and asked if anyone would like to make a motion.

It was moved by K. Clegg, seconded by M. Rayner, and carried 9-0 that after review of the draft Land Development Code (LDC) amendments presented as case 01-ZOA-05-2024, 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 with the following amendment – that the last sentence of item 54.1003(F)(2) be amended to state that wood other than cedar must be treated.

PUBLIC COMMENT ON NON-AGENDA ITEMS - There were no comments provided.

NEW BUSINESS

A. 01-STR-05-24 – 2980 Highway M-553, Able Way New Street Proposal

D. Stensaas stated that City Engineer Mik Kilpela is going to address the Commission on this project, with the details that we've provided in the [agenda] packet.

M. Kilpela stated:

I'll go through the details on the public road and utilities for the Able Way right of way within the proposed development. He provided the dimensional details from the Fact Sheet and said it would be an asphalt roadway with parking allowed on one side and that it is a "local yield street" as described in the Community Master Plan. He also said there would be a 6-ft. wide asphalt maintenance strip for pedestrian use on one side of the road and on-street shared parking on the other side of the road. He said that for utilities, serving the site is a standard 8-inch ductile iron water main, an 8-inch PVC sanitary sewer, and that a portion of the storm sewer would be public – the portion that services the length of the public roadway. He said that the cross-section proposed is one that has been used in Harlow Farms, Hemlock Park – across the street, Granit Point and Shiras Hills, and it works well for low-volume streets and still allows for parking on the road as well.

D. Stensaas referenced some of the maps and images in the packet.

M. Kilpela discussed the site map and pointed out the public portion of the road, and discussed the features of the proposed road cross-section. He said that if there is future expansion, the parking could be removed from the one side of the road and the road would handle more traffic, so there is some flexibility there.

S. Lawry asked if this road has the potential to become a through-street for Marquette Township?

M. Kilpela stated there may be some conservation easements that might prevent that.

A discussion ensued about the ownership of the land directly to the west of the subject property, which is owned by Marquette Township, and the potential and direction for creating a new road between the City and the Township in this location. There was no conclusive information provided and no consensus reached on that topic.

S. Mittlefehldt asked if there were any more questions, and then asked the applicant if they wanted to comment or add anything.

Mr. Bradley said he didn't have anything to add.

S. Mittlefehldt asked if there was any correspondence on this item. There was none. She then asked if anyone wished to provide public comments. There were none. She then asked if anyone wanted to make a motion or to suspend the rules for discussion.

It was moved by D. Kaltsas, seconded by K. Clegg, and carried 9-0 that after review of the proposed cross-sections and associated background information for 01-STR-05-24 - the Able Way Street Construction Project, - the Planning Commission finds that the proposed project meets the intent of the Community Master Plan, and hereby approves the street reconstruction design as presented.

B. 03-SUP-06-22 - Extension Request for Duplex Dwelling

W. Premeau recused himself due to a conflict of interest and left the room.

A. Landers said that in the packet there is an extension request from the property owner, requesting a second extension for the previously approved new duplex dwelling at 442 McMillan Street. She also said that the project will currently expire on 6-21-24 due to the first extension received, and attached there is an excerpt of the June 21, 2022, Planning Commission minutes. She said we've attached the Land Development Code language for the approval period, and that if this is granted this will be the last extension, but also if the proposals regarding duplexes in the amendments to the LDC are approved this may not be a Special Land Use in the future.

S. Mittlefehldt asked if the applicant was here. He was not. She asked if there was any public comment. There was not.

It was moved by C. Gottlieb, seconded by K. Clegg, and carried 8-0 to suspend the rules for discussion.

C. Gottlieb said that he would rather this project not proceed due to the reasons that were clearly described in 2022, but as stated by the Planning Commission in 2022 there was really no reason not to approve it and I think we are still bound by the same reasoning, and I think we have to approve it.

S. Lawry said that its really not how many units are next to you, its who lives there and how they behave, and other than the fact that because more people can live there it increases the chances of someone misbehaving somewhat, but this town was built with duplexes and triplexes in most neighborhoods, in most blocks, and all of my family back two generations before has lived in duplexes here and I don't know of any problems with any of them. He said the number of units doesn't dictate who your neighbor is, its just an attempt to allow more people to live within the city limits and based on that neighbors can have a pretty strong influence on the behavior of their neighbors as well, and if they're united in how they want residents there to behave they can influence that in other ways than preventing the project.

K. Clegg said that in the intent, obviously things can change, but the applicant intends to occupy the unit and so its in his best interest to seriously vet his potential renters. He said that can change, but its about

the people that live there and there's a will in our community to see more duplexes and triplexes and this might not be an issue in less than two months.

M. Rayner asked if there was any correspondence. There was none.

D. Kaltsas said he wasn't here on the Commission in 2022, but he read that people were concerned about the safety of the streets and so maybe we can mention to people that we have a Complete Streets board now and maybe if people have a concern with safety of streets we can direct them to that board instead of the Planning Commission.

S. Mittlefehldt asked if anyone wanted to make a motion.

It was moved by C. Gottlieb, seconded by K. Clegg, and carried 8-0 that the Planning Commission approves the request for an extension for case 03-SUP-06-22, with the expiration date to be 06-21-25.

PUBLIC COMMENT ON NON-AGENDA ITEMS

Antonio Adan, the recently appointed Housing Specialist for the Marquette County Land Bank, introduced himself and addressed the Planning Commission regarding his role with the Land Bank and he provided a synopsis on his role and the collaborative role of the County Land Bank. He said that the mission of his role is to steward and be a catalyst for projects and housing developments for that could be happening in our county. He said they are helping local units of government if they wish and need any assistance, and they're currently helping working developers and maybe some mid-size developers with resources, tools, and knowledge, things of that nature. He said that there is a lot of interest in helping the housing cause, and one of his jobs is to make sure people understand what goes into building, with the price of construction having skyrocketed in the last five years, the various grants the state is rolling out and the incentives from partnership opportunities. He said he wants to be as helpful as he can be and that he's here as a resource, so please reach out. He also complemented the board on how the meeting was run and the questions that were asked, and especially with the LDC amendments which he is excited about and he complements everyone in making the LDC smoother and it should make it easier to know the potential options to develop housing and that is the kind of leadership that is needed across the county. He thanked the board for the opportunity and said they can find him on the County Land Bank website.

COMMISSION AND STAFF COMMENTS

W. Premeau said that his comment is that the City is looking for taxes and yet we're hassling people. I don't get mad anymore, but I would have left and gone to the township with my business. If you look at what they (applicants) pay, \$2,800, and hundreds of thousands in architectural and engineering fees, and we sit here evaluating them - they shouldn't have to wonder if they'll get approved.

D. Fetter said that she was really happy to see that with the Able development they worked closely with the NTN and the Golf Course, that is really good.

D. Kaltsas said he was looking forward to Able's move, that it will be good for the local economy, with good job creation and the philanthropic work of the Longyear company will be seen here. Thanks to Antonio for coming as well and that he looks forward to working together in the future and that he looks forward to working more on the LDC for more housing and to make it easier to build.

K. Granger thanked Antonio for coming tonight, and said she was honored to be on this Commission and there's a big learning curve and there's a lot of information that is coming through. She also said that she is grateful for all of the questions that everyone brings up across the board and that is important to have everyone's questions, thoughts and opinions heard.

S. Lawry commented said that even though one of our priority goals is housing I feel that an even higher priority is good-paying jobs and I'm extremely happy to see some moving into the city, and we can say we

need to make room for housing, but we have very little room to accommodate new manufacturing jobs and I'm happy that they found a niche to fill there with about 40 job total – wonderful.

K. Clegg stated that he's happy to see new manufacturing in the area but will personally lament the loss of a favorite trail in that location, and hopefully Able and the NTN will come to a solution to relocate or find some agreements to continue using part of that property for trail systems, because that is a vital part of our local economy as well.

S. Mittlefehldt asked Mr. Adan if Planning Commission members could still register to attend the housing session at NMU this week. Mr. Adan stated yes, this is Thursday morning, the much anticipated Target Market Analysis is going to be presented by Sharon Woods from Land Use USA for a one-hour tutorial, and that is open to all of the boards and commissions and we still have space available.

ADJOURNMENT

The meeting was adjourned by Chair S. Mittlefehldt at 7:25 p.m.

Prepared by D. Stensaas, City Planner and Zoning Administrator, Planning Commission Staff Liaison

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 6/10/2024

Consent Agenda - Roll Call Vote **State Highway Maintenance Agreement**

BACKGROUND:

The City of Marquette has maintained various sections of right-of-way under jurisdiction of the Michigan Department of Transportation (MDOT) including the US-41 bypass, US-41 B.R., and most recently M-553 (two miles of South McClellan Avenue from the US-41 bypass to Division Street) for several decades. The work is covered under a maintenance agreement with MDOT. The contract agreement is a standard form used statewide by MDOT to deal with contract municipalities. This contract has the same scope of services and five-year length of term as the current contract that is set to expire on September 30, 2024. Providing the service is part of the approved Fiscal Year 2023-24 budget. The current contract is for maintaining two miles of M-553 (South McClellan Avenue) from the US-41 bypass to Division Street.

FISCAL EFFECT:

During the 2022-2023 fiscal year, MDOT reimbursed the city \$39,490 for maintenance services provided by the City of Marquette.

RECOMMENDATION:

Approve the Michigan Department of Transportation (MDOT) Highway Maintenance Agreement, and authorize the Mayor and City Clerk to execute the agreement.

ALTERNATIVES:

As determined by the Commission. Other action would require a budget adjustment.

ATTACHMENTS:

Description

- ▣ MDOT Contract

MICHIGAN DEPARTMENT OF TRANSPORTATION
STATE TRUNKLINE MAINTENANCE CONTRACT
MUNICIPALITY

This Contract made and entered into by and between the Michigan Department of Transportation (MDOT), and the MUNICIPALITY, a Michigan municipal corporation (Municipality).

RECITALS:

MDOT is authorized by 1925 PA 17 Section 2, MCL 250.62 to contract with the Municipality for the construction, improvement, or maintenance of state trunkline highways and appurtenant facilities. MDOT, subject to the approval of the State Administrative Board; and

MDOT has affirmatively found that contracting with this Municipality for the maintenance of state trunkline highways and bridges within its contract area, is in the best public interest; and

MDOT has so advised the State Transportation Commission and the Appropriations Committees of the Senate and House of Representatives in accordance with 1951 PA 51 Section 11c, MCL 247.661c; and

The parties agree as follows:

SECTION 1. SCOPE OF WORK

A. Services Provided: For the term of this Contract, the Municipality agrees to maintain the state trunk line highways and, if applicable, appurtenant facilities within the Contract Area by performing maintenance work. Maintenance work will be performed under the direction of the Region Engineer of MDOT or a designee of the Region Engineer, acting under the general direction of the Engineer of Transportation Systems Management and Operations (TSMO) of MDOT. Work performed under this Contract will be performed in accordance with accepted maintenance practices and/or specifications provided by MDOT as identified in a written Letter of Understanding. For maintenance work not covered by the Field Activity Budget, a Transportation Work Authorization (TWA) will be issued by the Region Engineer.

1. A written Letter of Understanding shall be drafted by MDOT and signed by both MDOT and the designated representative of the Municipality. The letter shall

remain in effect until either replaced or modified by the Region Engineer and approved by the Municipality. The letter will outline the number and type of maintenance activities to be performed under this Contract (A sample Letter of Understanding is attached as Appendix F). The Letter of Understanding shall provide sufficient detail of the work activities to be performed, expectations or outcomes from the performance of this work, and identification of budget line items for budgeting and billing purposes. Attachment G (Municipality Firm Unit Prices) and H (Municipality Snow Hauling Calculation Form) will be attached to the Letter of Understanding.

2. The executed Letter of Understanding and all subsequent approved revisions thereto, are incorporated herein by reference as if the same were repeated in full herein.
3. If the Municipality is unable to perform any of the services outlined in the Letter of Understanding on a twenty-four (24) hour, seven (7) day-a-week basis, the Municipality will immediately notify MDOT. MDOT will work with the Municipality to ensure that the services defined in the Letter of Understanding are performed.
4. The Municipality and MDOT may agree to include additional maintenance items to be covered under this Contract. Such items may include, but are not limited to, maintenance of traffic control devices (signals), freeway lighting and intelligent traffic systems (ITS). All such work will be listed in the Letter of Understanding, as set forth in Appendix F, included in the line item budget and defined in a supplemental scope.
5. The Municipality shall be responsible for providing all traffic control necessary to complete the work as outlined in this Contract unless otherwise agreed to by MDOT.
6. The Municipality and MDOT may enter into separate agreements for the shared payment of installation, maintenance, and energy costs for traffic control devices.

- B. **Specifications and Performance:** The Municipality will provide personnel, equipment, materials, and facilities to perform the maintenance work under the terms of this Contract in a manner consistent with MDOT's established guidelines for winter and non-winter maintenance activities.

The Municipality shall perform all maintenance work under this Contract in accordance with accepted maintenance practices and/or specifications provided by MDOT and in accordance with the approved Budget and annual Work Plan.

When MDOT recognizes that a certain maintenance activity, is not in compliance with accepted maintenance practices and/or specifications, it will, within sixty (60) days of the billing of work, issue a written notice to the Municipality. Upon issuance of the first written

notice, MDOT will work with the Municipality to develop a corrective action plan. Once both MDOT and the Municipality are satisfied with the corrective action plan, MDOT and the Municipality will approve the plan for implementation. MDOT will reimburse the Municipality for the cost of the non-compliant work. Once the corrective work is completed in accordance with the corrective action plan, the Municipality will submit the cost for the corrective work for full reimbursement by MDOT. The Municipality agrees that if corrective work is not in accordance with the corrective action plan, the Municipality will not invoice MDOT for the non-compliant corrective work.

If MDOT determines that the corrective work is not in compliance with the corrective action plan, within thirty (30) days it will issue a second written notice to the Municipality describing the unacceptable corrective work, the reason for rejection, and include a written copy of MDOT's maintenance practices and/or specifications, if applicable. Work not meeting the corrective action plan will be corrected by the Municipality in accordance with the second written notice and the previously approved corrective action plan, without additional charge to MDOT. If MDOT, upon completion of the Municipality's second attempt to correct the non-compliant work, determines that the work is still not in compliance, MDOT will have the non-compliant work corrected by other means at MDOT's expense and the Municipality will reimburse MDOT for such expense through Maintenance Local Agency Payment System (MLAP). If there is a disagreement between MDOT and the Municipality regarding whether or not the corrective work meets MDOT's maintenance practices and/or specifications, the Municipality may request the Dispute Resolution Process as outlined in Section 26.

- C. Permits: At the request of the Region Engineer, the Municipality may agree to inspect work performed by permit or otherwise assist MDOT with permits. In such event:
1. MDOT will require all Permit Applicants to "save harmless" the State of Michigan, Transportation Commission, MDOT, and all officers, agents, and employees thereof, and the Municipality, their officials, agents, and employees, against any and all claims for damages arising from operations covered by the permit as a condition of all permits issued by MDOT.
 2. MDOT will further require Permit Applicants to provide Commercial general liability insurance, including coverage for contractual liability, completed operations, and/or product liability, X (Explosion), C (Collapse), & U (Underground), and a contractor's protective liability policy with a blasting endorsement when blasting is involved, or Commercial general liability insurance which includes all the above, naming as additional parties insured on all such policies, the State of Michigan, Transportation Commission, MDOT, and all officers, agents, and employees thereof, the Municipality their officials, agents, and employees. The Permit Applicant will provide written proof of the insurance to MDOT. MDOT may waive this requirement for permits issued to governmental entities or public utilities.

3. The amounts of such insurance will be no less than:

Commercial General Liability Insurance:

The minimum limits shall be \$1,000,000 each occurrence and \$2,000,000 aggregate.

Combined single limit for bodily injury and property damage liability shall be \$1,000,000 each occurrence.

The insurance limits above may be attained through an umbrella policy.

- D. Transportation Work Authorizations: TWA's may be issued by the Region Engineer for both Maintenance work and non-maintenance work. This work may be performed by the Municipality, or a subcontractor as set forth in Section 9 of this Contract. TWA's will be performed in accordance with MDOT's accepted maintenance practices and specifications and as required in the TWA. The Municipality will provide the necessary supervision or inspection to ensure that the work is performed in accordance with the TWA. In the event the Region Engineer finds the work performed not in compliance with MDOT's accepted maintenance practices or the specifications on the TWA, then the corrective action specified in Subsection 1 (B) will be followed.
- E. The Region Engineer is authorized to issue written orders, as necessary, for the performance of maintenance work under the provisions of this Contract.

SECTION 2. RESERVED FOR FUTURE USE

SECTION 3. INTEGRATION OF STATE AND MUNICIPAL WORK

The Municipality will furnish qualified personnel and adequate equipment and may furnish materials, as set forth in this Contract, as needed to perform maintenance on state trunkline highways, consistent with MDOT's established core level of service for winter and non-winter maintenance activities, an approved annual budget, work plan, and work schedule. Personnel and equipment may be used on the local road system and state trunkline highways as conditions warrant.

SECTION 4. HIGHWAY MAINTENANCE CONTRACT ADMINISTRATOR

The Municipality hereby designates SCOTT CAMBENSY as Contract Administrator on state trunkline highways, who will be responsible for budget and the administration of the Contract. The Municipality's title for this position is DIRECTOR OF PUBLIC WORKS. In the event the Municipality desires to replace the Contract Administrator, the Municipality will notify MDOT within (30) days of the change in writing.

SECTION 5. SUPERVISION

The Municipality hereby designates ART CARLSON or others functioning in the same capacity as Highway Maintenance Foremen, hereinafter referred to as the "Foremen", who will oversee all work covered by this Contract and be responsible to the Contract Administrator. The Municipality will notify MDOT in writing within (30) days of any change in the above personnel. The Municipality will be reimbursed for actual time worked by the Foremen on state trunkline Highway maintenance when supported by daily timecards signed by their immediate supervisor or electronic timekeeping approved by their assigned supervisor subject to the provisions of Subsection 16(B).

SECTION 6. WAGE SCHEDULE

Wages paid by the Municipality for work on state trunkline highways will be the same as on street work for the Municipality. A copy of the union agreement or HR Wage Schedule will be provided to MDOT upon request.

No "stand by at home" pay will be included in charges for work on state trunkline highways.

MDOT will reimburse the Municipality for Direct Labor Overhead costs on all labor costs properly chargeable to MDOT, including but not limited to, vacation, sick leave, holiday pay, workers' compensation, retirement, social security, group life insurance, hospitalization, longevity, unemployment insurance, and military leave, hereinafter referred to as "EMPLOYEE BENEFITS," in accordance with Section 16.

SECTION 7. MATERIALS TO BE ACQUIRED AND SPECIFICATIONS

Material necessary for the performance of this Contract, may be purchased by the Municipality unless otherwise directed by the Region Engineer. The Municipality will advertise and receive competitive bids when such purchases exceed Ten Thousand Dollars (\$10,000.00), or if required by federal or state law. The Municipality shall select the lowest qualified bid.

The Municipality will retain documentation that such bids were taken. Failure to retain documentation that such bids were taken may result in denial of reimbursement of the costs of such materials.

The following materials: bituminous pre-mixed materials, bituminous materials, aggregates (except ice control sand), bulk salt and traffic control devices used on state trunkline highways by the Municipality, will conform to current or supplemental specifications of MDOT, unless otherwise approved in advance by the Region Engineer. The Region Engineer may require approval by MDOT's Construction Field Services Division, or by a laboratory approved by the Construction Field Services Division. Copies of approvals will be placed on file in the offices of the Municipality and the Region Engineer. If MDOT-owned materials are stored jointly with Municipality-owned materials, proper and adequate inventory records must be maintained by the Municipality clearly indicating the portion that is MDOT-owned.

SECTION 8. PRICE SCHEDULE OF MATERIALS AND SERVICES

Materials produced and/or supplied by the Municipality may be furnished at a firm unit price subject to approval of source and price by the Region Engineer. Firm unit prices are not subject to unit price adjustment by review/audit. The term "review/audit" hereafter will be referred to as "review".

The Municipality may change, add, or delete firm unit prices when requested in writing and approved by the Region Engineer at least sixty (60) days prior to the effective date of the change, addition, or deletion. All changes will be submitted with the Firm Unit Prices form, Appendix G.

☒ No, Firm Unit Price items will not be used.

☐ Yes, Firm Unit Price items will be used.

MDOT may review all records necessary to assess the accuracy of the material quantities for all materials on the Firm Unit Price List for which the Municipality requests reimbursement.

Items purchased from a vendor source or vendor stockpile for direct use on the state trunkline highways are not eligible for firm unit price consideration and should be billed at vendor pricing.

Reimbursement for all materials supplied by the Municipality which are not included in the firm unit price schedule will be reimbursed in accordance with Section 16(E). MDOT may review all records for materials purchased from a vendor source or vendor stockpile for direct use on state trunkline highways.

SECTION 9. SUBCONTRACTS

The Municipality may subcontract any portion of the work to be performed under this Contract. Bidding/price solicitation and subcontracts will comply with applicable law and conform to the Municipality's contracting process except as modified herein. All subcontracted work will require the Municipality to submit a Quotation Request for Services or Equipment (Form 426) along with relevant bid and contract documents and bid or quote tabulation.

All subcontracted work will be performed in accordance with the established Scope of Work outlined on Form 426 and any specifications developed by the Municipality and/or MDOT for the subcontracted work. The scope of work and any specifications must be approved by the Region Engineer. The Municipality will provide the necessary supervision or inspection to assure the subcontracted work is performed in accordance with the scope of work and specifications. At no time will the Municipality pay for subcontracted work until the work has been inspected and approved by the Municipality for compliance with the scope of work and specifications.

Emergency work will be subcontracted based on a verbal approval given by the Region Engineer. The work must be supported by the submission of a Form 426 and summary of emergency work within 15 days of completion.

The parties agree to extend the terms of the Contract if subcontracted work is incomplete at the conclusion of the Contract term. This provision shall not apply if this Contract is terminated by the Municipality or MDOT. In situations where this Contract is terminated by the Municipality or MDOT, all subcontracts shall be deemed terminated as of the date the Contract is terminated. The Municipality must incorporate this provision into all subcontracts.

County and/or Municipality-based advantage programs, hereinafter the "CBA Process", or any type of preference program which awards contracts based on criteria other than low bid through the competitive bidding process, may not be used for any work under this Contract.

Failure to obtain the necessary approvals or to retain the documentation that the bids, prices, or rate quotations were solicited as required in this section may result in a denial of the reimbursement of the costs.

The term of any subcontract will not exceed five (5) years including any extensions.

For subcontracts involving the items of Drainage Structure Cleanout, Curb Sweeping, and Area Mowing, the Municipality will include a cancellation clause that will allow the Municipality to cancel the subcontract if funds are not made available by MDOT.

All Subcontracts shall be awarded to the lowest qualified bid. Subcontract solicitation and approval process will be as follows:

- A. **Subcontracts less than \$25,000:** The Municipality will solicit either a bid price, or rate quotation from three or more qualified sources. Documentation of solicitation from all qualified sources must be retained. Region Engineer approval of Form 426 is required.
- B. **Subcontracts \$25,000 or greater:** The Municipality will advertise and award by competitive bid. Advertisements must clearly define the scope of work, performance specifications, MDOT contract terms, and the location of work to be performed. Documentation of the solicitation from all qualified sources must be retained. Region Engineer approval of Form 426 is required.

State Administrative Board requirements for Contracts and Amendments (previously referred to as overruns, extra work and adjustments), are outlined and set forth in Appendix E, attached hereto and made a part hereof.

SECTION 10. NON-DISCRIMINATION

In connection with the performance of maintenance work under this Contract, the Municipality (hereinafter in Appendix C referred to as the "Contractor") agrees to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts," as set forth in Appendix C, attached hereto and made a part hereof. The Municipality further covenants that it will comply with the Civil Rights Act of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this Contract.

SECTION 11. ANTI-KICKBACK

No official or employee of the Municipality or of the State of Michigan will receive remuneration (directly or indirectly) for the purchase of materials, supplies, equipment, or subcontracts in connection with the performance of this Contract.

SECTION 12. SCOPE OF CONTRACT

It is declared that the work performed under this Contract is a governmental function which the Municipality performs for MDOT. This Contract does not confer jurisdiction upon the Municipality over the state trunkline highways encompassed by this Contract or over any other state trunkline highways. This Contract may not be construed to confer temporary or concurrent jurisdiction upon the Municipality over a state trunkline highway. Nothing inconsistent with the underlying statutory jurisdiction, duties, prerogatives, and obligations of MDOT is herein intended. The parties hereto further declare that this Contract is not made for the benefit of any third party.

SECTION 13. INSURANCE

- A. The Municipality will furnish MDOT with a certificate of automobile liability insurance, which complies with the No-Fault Automobile Insurance laws of the State of Michigan, MCL 500.3101, *et seq.* The Insurance coverage will include vehicles owned, leased or rented by the Municipality. Such insurance will not be less than Two Hundred and Fifty Thousand Dollars (\$250,000.00) for bodily injury or death of any one person. Coverage for public liability, property damage, and combined single limit will also comply with the No-Fault Automobile Insurance laws of the State of Michigan. The Municipality will provide thirty (30) days' notice to MDOT prior to cancellation, termination, or material change of the policy. The certificate of said insurance, on MDOT Form 428 (Certificate of Insurance for State Highway Maintenance Contract) covering public liability and property damage, indicating thereon the policy number, and the aforesaid thirty (30) days' notice provisions and the limits of liability, will be submitted to MDOT. The Municipality agrees to review its insurance programs with its statewide association in an effort to obtain cost savings and efficiency for MDOT.

If the Municipality is self-insured, a copy of the Secretary of State's Certificate of Self-insurance will be submitted.

- B. In the event the Municipality receives a Notice of Intent to File Claim and/or any complaint filed by a person seeking to recover damages from the Municipality for its alleged acts or omissions on a state trunkline highway, the Municipality will provide a copy of such notice to the Assistant Attorney General, within fifteen (15) days of receipt of said notice or complaint. The Notice of Intent to File Claim and/or any complaint filed by a person seeking to recover damages from the Municipality will be sent to:

Assistant Attorney General
Division Chief
Transportation Division
Van Wagoner Building - 4th Floor
425 West Ottawa Street
P.O. BOX 30050
Lansing, Michigan 48909

Thereafter, the Municipality will provide copies of pleadings and other information regarding the claim or lawsuit when requested by an Assistant Attorney General

SECTION 14. WORKERS' DISABILITY COMPENSATION

The Municipality will comply with the Michigan Workers' Disability Compensation Act, MCL 500.3400, *et seq.* for all employees performing work under this Contract.

SECTION 15. BUDGET

Each MDOT fiscal year, the Region Engineer will prepare separate budgets for winter and non-winter maintenance in accordance with MDOT guidelines. The Region Engineer, in consultation with the Municipality, shall develop an annual Work Plan which shall include non-winter maintenance activities, a proposed schedule, and the estimated cost for such activities. The sum of those estimated costs will constitute the non-winter Budget and will be distributed monthly in accordance with the proposed schedule.

MDOT agrees that, once established, the fiscal year non-winter maintenance will not be reduced, except as otherwise provided in this Contract. The Budget for winter maintenance activities will be based on a five-year (5) average of winter expenditures which includes the costs for labor, fringe benefits, equipment, MDOT Salt Stores, Municipality-supplied road salt, winter sand, other de-icing chemicals and overhead. Notwithstanding the foregoing, MDOT will establish a statewide holdback fund amount not to exceed thirty percent (30%) of the five (5) year winter average. The statewide holdback funds will be used to cover Winter Overruns of the Municipality, other contract road agencies, and MDOT direct forces. The statewide holdback funds will also be used to pay any budget review adjustments owed to contract agencies. MDOT will distribute any remaining funds in the statewide holdback to contract agencies and MDOT direct forces based on a prioritization of statewide non-winter maintenance needs.

The Region Engineer and the Municipality will review the non-winter maintenance Budget together at least every other month. Any adjustments to the proposed work plan to curtail or expand operations will be addressed in this Budget review. During winter operations,

the winter Budget will be reviewed by the Region Engineer and the Municipality every month to conduct the same review.

MDOT and Municipality will meet between March 1 and May 15 of each fiscal year to develop a supplemental summer program. The supplemental summer program will be funded by the remainder of the winter Budget, if any. The work activities proposed in the supplemental summer program will be prioritized to support MDOT's preservation strategy. The remainder of the winter Budget will be released to the Municipality two weeks after the final bill is received by MDOT covering the winter season as defined in the Winter Letter of Understanding.

If the Municipality's winter overruns (including benefits and overhead) exceed MDOT's winter budget and holdback funds statewide, MDOT will seek additional funding to address the overruns including a supplemental appropriation from the State Budget Office. MDOT reserves the right to reduce the non-winter maintenance Budget if efforts to secure additional funding are unsuccessful.

SECTION 16: REIMBURSEMENT SCHEDULE

MDOT will reimburse the Municipality for costs incurred in the performance of the work covered by this Contract, except as set forth in Sections 18, 19, 20, and 21. To be eligible for reimbursement under this Section, costs must be submitted to MDOT's Maintenance Local Agency Payment (MLAP) system prior to the start of the review for each respective year of the Contract period.

- A. Requests for reimbursement shall be made through MLAP at least bi-monthly (every other month) on the basis of certified statement of charges prepared and submitted by the Municipality within fifteen (15) days from the end of each bi-monthly period. Costs submitted beyond sixty (60) days from the end of each bi-monthly period will include written justification for the delay and will be paid only upon approval of the Region Engineer. Municipalities with a line-item budget contract of \$100,000 or greater **shall** submit request for reimbursement on a **monthly** basis.
- B. MDOT will reimburse the Municipality for the cost of all labor employed in the performance of this Contract. The reimbursement will include the expense of permit inspections, field and office engineering, and reviewing expenses in connection with force account work by subcontractors.
- C. MDOT will reimburse the Municipality for the cost of MDOT's share of the cost of EMPLOYEE BENEFITS as referred to in Section 6 as a percentage of payroll. The percentage shall be developed using MDOT Form 455M (Report of Employee Benefit Costs for the Municipality) and shall conform with the general accounts of the Municipality on the Municipality's previous fiscal years' experience. These charges are subject to review in accordance with Section 25.

- D. MDOT will reimburse the Municipality for the cost of MDOT's share of the actual cost of Municipality owned or purchased energy.
- E. MDOT will reimburse the Municipality for the cost of purchased bulk (measured by volume or weight) materials and Non-Bulk (measured by area or count) material used in the performance of this Contract. The Municipality shall deduct all discounts or rebates in excess of two percent (2%), to establish the reimbursed cost.
- F. MDOT will reimburse the Municipality for the cost of handling materials furnished by the Municipality and materials furnished by MDOT as follows:
1. **Bulk Items (measured by volume or weight):**
The direct expenses of handling, such as unloading, processing, stockpiling, heating, or loading for materials in bulk, bags or drums such as aggregates, bituminous materials and chemicals, on condition that reimbursement of such expenses is not provided elsewhere herein, and these costs can be identified within the records of the Municipality. When bulk items intended for use on the state trunkline are co-mingled with the Municipality's materials for their local roads, MDOT will only reimburse the Municipality for the cost of handling the portion expected to be used on the state trunkline highways. The Municipality will establish a rate of use annually, based on the previous year's use to identify MDOT's share of handling cost. The Municipality's established rate is subject to adjustment by review.
 2. **Non-Bulk Items (measured by area or count):**
A five percent (5%) handling and storage charge may be added to the purchase price of all materials measured by area or count provided such materials are stocked in and distributed from approved storage facilities. When reported by the Municipality, charges for handling and storage in excess of five percent (5%) will be reimbursed to the Municipality upon review, provided that these charges can be identified and supported within the records of the Municipality.
- G. Equipment owned by the Municipality will be reimbursed at the established rental rates found in Schedule C, Report 375 Equipment Rental Rates, issued annually by MDOT. Rented equipment will be reimbursed at actual cost for the equipment rental.
- H. MDOT will reimburse the Municipality for the amounts paid by the Municipality to a subcontractor as set forth in Section 9.
- I. MDOT will reimburse the Municipality for the cost of labor, materials, and equipment rental incurred in connection with engineering, supervision, and inspection of subcontract work.

J. Overhead in Accordance with Attached Overhead Schedule.

MDOT will reimburse the Municipality for overhead costs at the appropriate percentage rate as indicated in Appendix B. The overhead rate shall be based upon the original annual budget established for the Municipality and shall not change.

The overhead amount payable under Section 16(I) is reimbursement to the Municipality for all costs and expenses arising out of the performance of this Contract not specifically described in other sections of this Contract. This reimbursement includes salary and expenses (including transportation) of the Foreman (except as noted in Section 16(K)), salaries of clerical assistants, including radio communication staff, office expense, storage rentals on Municipality owned property, and the cost of small road tools. Work tools without a power assist and used in a road or a bridge maintenance activity, are considered small road tools. Small road tools do not have an equipment rental rate listed in Schedule C, Report 375, Equipment Rental Rates. Small road tools are reimbursed as an overhead cost.

K. MDOT will reimburse the Municipality for MDOT'S pro-rata share of the cost to maintain chemical storage facilities as provided for in the chemical storage facility contracts between the Municipality and MDOT.

L. The Municipality will be reimbursed as a direct cost for work performed by the Foreman making regular inspections of state trunkline highways in accordance with written instructions from the Region Engineer. This time shall be specifically recorded on daily time sheets and reported as a direct labor charge.

It is further agreed that in smaller municipalities, the Foreman designated above may at times be engaged in tasks other than those of a strictly supervisory nature, such as operator of a truck or other highway equipment. The Municipality may be reimbursed for this time worked on state trunklines, provided that all such time for non-supervisory work is specifically recorded on the daily time sheet and reported on the Maintenance Payroll Report Form 410A. The exact dates on which the Maintenance Superintendent so worked, the number of hours worked, and the number of hours worked under each classification shall be indicated on the Maintenance Payroll Report Form 410A. **The completed Form 410A shall be uploaded to MDOT's MLAP system.**

SECTION 17: ELECTRONIC FUNDS TRANSFER

Public Act 533 of 2004 requires that payments under this Contract be processed by electronic funds transfer (EFT). The Municipality is required to register to receive payments by EFT at the SIGMA Vendor Self Service (VSS) website (www.michigan.gov/SIGMAVSS).

SECTION 18: SNOW HAULING

MDOT will share in the cost of snow hauling if each snow hauling effort is approved by the Region Engineer. The frequency (annually, each storm, etc.) will be at the discretion of the Region Engineer and will be detailed in the Letter of Understanding. The Municipality should denote snow hauling charges as Activity 149, Other Winter Maintenance, on Trunk Line Maintenance Reports. Prior written authorization from the Region Engineer shall be required for each snow haul event outside the parameters in the Letter of Understanding and shall be kept on file for review purposes.

MDOT'S share of snow hauling will be calculated on the Municipality Snow Hauling Calculation Form, Appendix H. The completed form will be submitted to the Region Engineer. The snow hauling percentage will be based on the ratio of the width of area designated for traffic movement to the width of the total area agreed upon for snow hauling. MDOT is not responsible for snow removal in parking lanes or sidewalks and will subtract the area of parking lanes and sidewalks from the total area of the state trunkline highway right-of-way to determine the area designated for traffic movement.

MDOT'S reimbursement for snow hauling from state trunkline highways will be paid at the below percent of actual charges supported by proper documentation.

_____ percent (%) *N/A*

The Municipality agrees that it will prohibit additional snow from being deposited on the highway right-of-way from side streets.

SECTION 19: PAVEMENT MARKING

Compensation for the item of Special Markings Paint & Tape will be made on the basis of actual expenditure only, except in no case will the Municipality be compensated for a total expenditure in excess of the amount designated for Special Markings Paint & Tape in the Line Item Budget for the appropriate MDOT fiscal year. Compensation for Special Markings Paint & Tape is limited to only painting authorized by the Region Engineer. The Municipality shall not include charges for curb painting in the routine maintenance cost for state trunkline maintenance.

SECTION 20: COMPENSATION FOR AESTHETIC WORK ITEMS

Compensation for the items of Curb Sweeping, Area Mowing and Litter Pickup will be made on the basis of actual expenditures only, except that in no case will the Municipality be compensated for a total expenditure in excess of the budget amount designated each of these three work activities on the Summary of the Field Activity Budget for the appropriate MDOT fiscal year.

The number of work operations for each of these three activities will be agreed upon between the Municipality and Region Engineer; and reflected in each line activity budget amount.

SECTION 21: TREES AND SHRUBS

Except for emergency work, the Municipality must request MDOT'S written approval to remove dead trees and/or trim trees prior to the start of work. MDOT will pay all costs to remove dead trees. MDOT and Municipality shall equally share costs when state and local forces combine efforts to trim trees within the trunkline right-of-way as approved by the Region Engineer.

SECTION 22: EQUIPMENT LIST

The Municipality will furnish MDOT a list of the equipment it uses during performance under this Contract, on MDOT form 471 (Equipment Specifications and Rentals.) This form shall be uploaded to the Files page in MDOT's MLAP system.

SECTION 23: RECORDS TO BE KEPT

- A. The Municipality will establish and maintain accurate records, in accordance with generally accepted accounting principles of all expenses incurred for which payment is sought or made under this Contract, said records to be hereinafter referred to as the "RECORDS." Separate accounts will be established and maintained for all costs incurred under this Contract. The Municipality will retain the following RECORDS, and others, in accordance with generally accepted accounting principles:
1. Retain daily timecards or electronic timekeeping files for employees and equipment indicating the distribution of time to route sections and work items. Daily timecards must be signed by the employee, the immediate supervisor and by the timekeeper when the timekeeper is employed. If the Municipality uses crew-day cards, it will

retain crew-day cards backed by a time record for the pay period signed as above, in lieu of daily individual timecards detailing the time distribution. If the Municipality uses electronic timekeeping, it will retain data files detailing time distribution and assigned supervisor approval.

2. Retain properly signed material requisitions (daily distribution slips) which indicate type of material, quantity, units of measure, the date of distribution and the distribution to route sections and work items.
3. Retain additional cost records to support and develop unit cost charges and percentages as applied to invoice costs. Cost records are not necessary in support of the overhead percentage or the five percent (5%) handling charge.

- B. The Municipality will maintain the RECORDS for at least three (3) years from the date of MDOT'S receipt of the statement of charges for the quarter ending September 30 of each year of this Contract period. In the event of a dispute regarding allowable expenses or any other issue under this Contract, the Municipality will thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals for that decision has expired.

The Municipality will maintain all RECORDS supporting equipment usage from the time of equipment purchase to disposal to support any gain or loss from equipment disposed.

Representatives of MDOT may inspect, copy or review the RECORDS at any mutually acceptable time. However, the Municipality cannot unreasonably delay the timely performance of the review.

SECTION 24: COST CERTIFICATION, REIMBURSEMENT AND ADJUSTMENT

The Municipality hereby certifies that, to the best of the Municipality's knowledge, the costs reported to MDOT for this Contract will represent only those items which are properly chargeable in accordance with the Contract. The Municipality also hereby certifies that it has read the Contract terms and is aware of the applicable laws, regulations, and terms of the Contract that apply to the reporting of costs incurred under the terms of this Contract.

SECTION 25: CONTRACT REVIEW AND RESPONSE

- A. The Municipality's records will be subject to review within the statute of limitations, and the review period will coincide with the Municipality's fiscal year, unless the Contract is terminated or not renewed.

Charges by the Municipality for maintenance of state trunkline highways and authorized non-maintenance work performed under this Contract will not be adjusted (increased or decreased) by review after twenty-four (24) months subsequent to the date of MDOT'S receipt of certified statement of charges for the quarter ending September 30 of each year of this Contract period. This limitation will not apply in case of fraud or misrepresentation of material fact or if mutually agreed to in writing.

The firm unit prices for aggregates and bituminous materials that are processed and furnished by the Municipality will not be subject to adjustment.

If any adjustments are to be made, the Municipality will be notified of the tentative exceptions and adjustments within the above twenty-four (24) month period. The twenty-four (24) month period is intended only as a limitation of time for making adjustments and does not limit the time for payment of such amounts. In the event that a review performed by or on behalf of MDOT indicates an adjustment to the costs reported under this Contract or questions the allowability of an item of expense, MDOT will promptly submit to the Municipality a Notice of Review Results and a copy of the Review Report, which may supplement or modify any tentative findings communicated to the Municipality at the completion of a review.

- B. Within sixty (60) days after the date of the Notice of Review Results, the Municipality will submit to MDOT a written response, hereinafter referred to as the "Response", to the Notice of Review Results indicating one of the following options:
1. The Municipality concurs with the Notice of Review Results and will either repay the amount of any overpayment to MDOT and/or or be reimbursed the amount of any underpayment by MDOT.
 2. The Municipality does not concur with Notice of Review Results. The "Response" will explain the nature and basis for any disagreement as to a disallowed item of expense, and/or,
 3. The "Response" will include a written explanation as to any questioned item of expense. The "RESPONSE" will be clearly stated and provide any supporting documentation necessary to resolve any disagreement or questioned item of expense. Where the documentation is voluminous, the Municipality may supply appropriate excerpts and make alternate arrangements to conveniently and reasonably make that documentation available for review by MDOT. The RESPONSE will refer to and apply the language of the Contract.
 4. The Municipality agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes MDOT to make a final decision to either allow or disallow any items of questioned cost.

MDOT will review submitted RESPONSE and attached documentation from the Municipality. MDOT will reply in writing acknowledging receipt of the Municipality RESPONSE. The submitted RESPONSE and attached documentation from the Municipality will be referred to the MDOT Appeal Panel. See Section 26, "Dispute Resolution Process".

SECTION 26: DISPUTE RESOLUTION PROCESS

A. Contract Disputes

For review disputes refer to Section 26 (B) below, all other disputes between the parties shall be resolved under the terms of this section. It is the intent that each party may communicate concerns relative to the contract and resolve any issues as they arise. After a contract issue has been resolved, a summary of the agreed upon resolution shall be jointly drafted and distributed. Some issues may require ongoing communication to resolve and may become an item for negotiation during the next review and renegotiation of the Contract.

If the parties are unable to resolve any dispute, the parties must meet with the Engineer of TSMO or designee. The following are steps to resolve the dispute without the need for formal legal proceedings:

- 1) The representative of the Municipality and MDOT must meet as often as the parties reasonably deem necessary to gather and furnish to each other all information with respect to the matter at issue which the parties believe to be appropriate and germane in connection with the dispute. The representatives shall discuss the problem and negotiate in good faith in an effort to resolve the dispute without the necessity of any legal proceeding.
- 2) During negotiations, all reasonable requests made by one party to another for non-privileged information reasonably related to the Contract shall be honored in order that each of the parties may be fully advised of the other's position.
- 3) The specific format for the discussions shall be left to the discretion of the designated Municipality and MDOT representatives but may include the preparation of agreed upon statement of fact or written statements of position.
- 4) Statements made by the Municipality or MDOT during Dispute Resolution may not be introduced as evidence by either party in any judicial action related to or under this Contract.
- 5) In cases where disputes have not been resolved, any remaining issues will be referred to the MDOT Appeal Panel which consists of four Bureau Directors, three of which will constitute a quorum.

- 6) Every effort will be made to complete this process within 90 calendar days by both parties.

B. Review Disputes

For review disputes the submitted "Response" and attached documentation from the Municipality will be referred to the MDOT Appeal Panel. The Appeal Panel consists of four Bureau Directors, three of which will constitute a quorum.

- 1) MDOT will provide the Municipality with an opportunity to appear before the Appeal Panel to explain and support their Response.
- 2) After an Appeal Panel written decision, the Municipality will either accept the decision or file a lawsuit in a court of proper jurisdiction to contest MDOT's decision. The filing of a lawsuit must be initiated by the Municipality within thirty (30) days of the receipt of the Appeal Panel's written decision. MDOT will not withhold or offset the funds in dispute if the Municipality files a lawsuit in a court of proper jurisdiction.
- 3) If the Municipality fails to repay an overpayment or reach an agreement with MDOT on a repayment schedule within the thirty (30) day period, the Municipality agrees that MDOT will deduct all or a portion of an overpayment from any funds due the Municipality by MDOT under the terms of this Contract.
- 4) Every effort will be made to complete this process within 60 calendar days by both parties.

This section shall not be construed to prevent either party from initiating, and a party is authorized to initiate, an action for breach of this Contract or for any other relief allowed by law earlier to avoid the expiration of any applicable limitations period, to preserve a superior position with respect to the other party, or under Injunctive Relief below. If a dispute is not resolved through the Dispute Resolution Process, either party may initiate an action for breach of this Contract, or any other relief allowed by law in a court of proper jurisdiction. Time periods may be extended if agreed upon by both parties.

Injunctive Relief

The only circumstance in which disputes between MDOT and the Municipality shall not be subject to the provisions of this Dispute Resolution Process is when a party makes a good faith determination that it will suffer irreparable harm due to a breach of the terms of the Contract by the other party and that a temporary restraining order or other immediate injunctive relief is the only adequate remedy.

Each party agrees to continue performing its obligations under the Contract while a dispute is being resolved except to the extent the issue in dispute precludes performance (dispute over payment must not be deemed to preclude performance) and without limiting either party's right to terminate the Contract as provided in Section 28.

SECTION 27: TERM OF CONTRACT

This Contract will be in effect from October 1, 2024 through September 30, 2029.

SECTION 28: CONTRACT TERMINATION OR EXPIRATION

- A. For convenience, MDOT may terminate this Contract by providing written notice to the Municipality at least two (2) years prior to the beginning of the Contract year to which the termination, applies.

The Municipality may terminate this Contract by providing written notice to MDOT at least two (2) years prior to the beginning of the Contract year to which the termination applies.

In the event either party provides notice of an intent to terminate the Contract as provided in this subsection, the Contract shall terminate at the beginning of the Contract year (October 1), two years following the date of the notice. For greater clarity, the parties do not intend for the Contract to terminate as of the date of the notice. Notwithstanding any other provision to the contrary, if a party provides notice of its intent to terminate the Contract as provided in this subsection and the Contract will expire before the two-year notice period has lapsed, the parties agree that the Contract shall be automatically renewed and continue in full force and effect until October 1, two years following the date of the notice.

- B. If a new Contract has not been executed by the parties within 120 days following the expiration of this Contract, this Contract shall be deemed automatically renewed as of the date of expiration and continue in full force and effect for two years following such date. After those two years have lapsed, the Contract shall be deemed terminated.
- C. Notwithstanding any provision of this Contract to the contrary, upon termination of this Contract "for cause", the Municipality must, for a period of time specified by MDOT (not to exceed 90 calendar days), provide all reasonable transition assistance requested by MDOT, to allow for the terminated portion of the Contract Activities to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Contract Activities to MDOT or its designees. This Contract will automatically be extended through the end of the transition period.

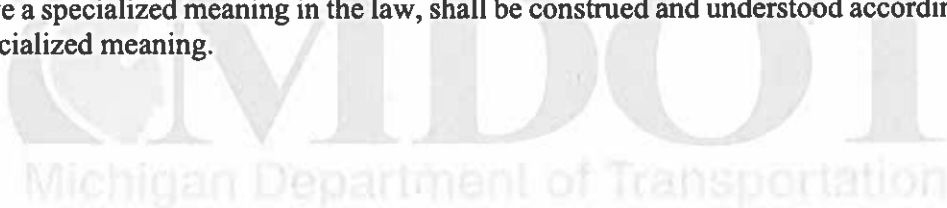
SECTION 29: STATE OF MICHIGAN ADMINISTRATIVE BOARD RESOLUTION

The provisions of the State Administrative Board Resolution 2017-2, April 25, 2017, are set forth in Appendix D, attached hereto and made a part hereof.

SECTION 30: CONTRACTUAL INTERPRETATION

All capitalized words and phrases used in this Contract have the meaning set forth in Appendix A.

All words and phrases not specifically defined in Appendix A shall be construed and understood according to the ordinary meaning of the words used, but technical words and phrases shall have the meanings set forth in MDOT's publications, manuals, advisories, or guides, as applicable. If no MDOT publication, manual, advisory or guide is applicable, such technical words shall be construed and understood according to the usual and accepted meaning used in the industry or field to which they relate and any words or phrases that have a specialized meaning in the law, shall be construed and understood according to such specialized meaning.



SECTION 31: AUTHORIZED SIGNATURE

This Contract will become binding on the parties and of full force and effect upon signing by the duly authorized official of the Municipality and of MDOT and upon adoption of a resolution approving said Contract and authorizing the signature thereto of the respective official of the Municipality, a certified copy of which resolution will be sent to MDOT with this Contract, as applicable.

MUNICIPALITY

BY: _____
TITLE:

BY: _____
TITLE :

MICHIGAN DEPARTMENT OF TRANSPORTATION

BY: _____
TITLE: MDOT Director

APPENDIX A

DEFINITIONS

Annual Work Plan: A schedule developed by the Municipality and Region Engineer's designee of the routine maintenance work to be performed annually on state trunklines by the Municipality.

Budget: The funds allocated to the Municipality for the fiscal year beginning October 1. Budget may also be referred to as Annual Budget or Field Activity Budget or Maintenance Budget.

Chemical Storage Facilities: Bulk salt storage buildings.

Competitive Bidding: A procurement process that involves advertising work so that qualified vendors can submit bids to perform the work. The contract is then awarded to the lowest qualified bidder.

Contract Administrator: An individual designated by the Municipality responsible for supervising all work covered under this Contract.

Department: The Michigan Department of Transportation.

Engineer of Transportation System Management and Operations (TSMO): The Department's designated engineer of TSMO.

Equipment Questionnaire: A report prepared by the Municipality and forwarded to the Department to substantiate the previous year's actual equipment costs.

Foremen: A person(s) designated by the Municipality responsible for overseeing all work covered under this Contract and is responsible to the Contract Administrator.

Maintenance Work: Routine activities performed on a regular basis or in response to uncontrollable events upon the state trunklines. Also includes planned activities to state trunklines to preserve functional condition and any work authorized by a TWA.

Maintenance of State Trunkline highways/lane miles maintained: The Municipality is to provide the winter and non-winter maintenance activities on its miles as identified within the work plan.

Michigan State Transportation Commission: The policy-making body for all state transportation programs. The Commission establishes policy for the Michigan Department of Transportation in relation to transportation programs and facilities and other such works as related to transportation development as provided by law. Responsibilities of the Commission include the development and implementation of comprehensive transportation plans for the entire state, including aeronautics, bus and rail transit, providing professional and technical assistance, and overseeing the administration of state and federal funds allocated for these programs.

Non-Winter Maintenance Budget: The portion of the Budget allocated to non-winter maintenance activities.

Office of Commission Audit (OCA): The office that reports directly to the Michigan State Transportation Commission. The Office of Commission Audits is charged with the overall responsibility to supervise and conduct review activities for the Department of Transportation. The auditor submits to the Commission reports of financial and operational audits and investigations performed by staff for acceptance.

Region Engineer: The Department's designated chief engineer responsible for the oversight of each region of the Department or that region's designee.

Review: A financial statement review is a service under which the accountant obtains limited assurance that there are no material modifications that need to be made to an entity's financial statement for them to be in conformity with the applicable financial reporting framework. OCA's review will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and the standards applicable to attestation engagements contained in *Governmental Auditing Standards* issued by the Comptroller General of the United States. A review consists primarily of inquiries of personnel and the application of analytical procedures to data.

Schedule C Equipment Rental Rates: The department's annual list of statewide hourly equipment rental rates that shall be charged for the use of road equipment calculated from the average costs submitted by each agency in the "Equipment Questionnaire".

Small Road Tools: Hand tools which do not have power assist (non-powered) used for general road and bridge maintenance such as rakes, shovels, brooms, etc.

Small Power Tools: Work tools powered by electricity or battery power and have a rental rate assigned.

State Administrative Board: A Board that consists of the Governor, Lieutenant Governor, Secretary of State, Attorney General, State Treasurer, and the Superintendent of Public Instruction. The DTMB designates a Secretary to the State Administrative Board and provides for staff support. The State Administrative Board has general supervisory control over the administrative activities of all state departments and agencies, including but not limited to, the approval of contracts and leases, oversight of the state capital outlay process and the settlement of small claims against the state. The State Administrative Board functions through three standing committees (Finance and Claims, Building, Transportation and Natural Resources) which make recommendations to the Board. The State Administrative Board meets the first and third Tuesday of each month.

State Trunkline Highway: A road, highway, or freeway under the jurisdiction of the Department, and usually numbered as an M, US, or Interstate Route.

Termination for Cause: The exercise of MDOT's right to terminate this Contract "for cause", in whole or in part, if the Municipality, as determined by MDOT: (a) endangers the value, integrity, or security of any location, data, or personnel; (b) becomes insolvent, petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor; (c) engages in any conduct that may expose MDOT to liability; (d) breaches any of its material duties or obligations; or (e) fails to cure a breach within the time stated in a notice of breach. Any reference to specific breaches being material breaches within this Contract will not be construed to mean that other breaches are not material.

Termination Date: The date the contract is no longer effective.

Transportation Work Authorization (TWA): A written order for work not covered by the Budget. Funding for the TWA is reimbursed to the Municipality in addition to the annual Budget.

Transportation and Natural Resources Committee: A committee that approves the award of Michigan Department of Transportation (MDOT) contracts and agreements; Department of Natural Resources (DNR) oil, gas, and mineral leases; conveyance of submerged lands. The committee meets the Wednesday before the State Administrative Board meeting. The agenda is prepared by MDOT and DNR.

Winter Maintenance: Maintenance Work centered on the process to remove snow and ice from the trunkline to provide a reasonably clear and bare driving surface under prevailing winter conditions. The activity numbers that define the Budget line items for winter maintenance are:

1410: Winter maintenance

1440: Winter road patrol *(See winter maintenance patrol below)*

1490: Other winter maintenance *(Shall include maintenance items resulting from winter maintenance, but not actual winter maintenance, i.e. sweeping and flushing immediately after winter ends)*

This work includes all material costs required to conduct work under the above activity numbers.

Winter Maintenance Patrol: An employee assigned to monitor state trunkline road conditions during the winter at times outside the normal workday, i.e. 2nd or 3rd shift.

Work Plan: An annual outline of maintenance activities to be performed under this Contract. The components of the plan include the amount of Budget allocated to each routine maintenance activity group, a list of prioritized maintenance activities, and may include a proposed timeframe for completion.

APPENDIX B

MICHIGAN DEPARTMENT OF TRANSPORTATION

MUNICIPALITY CONTRACT

OVERHEAD SCHEDULE

Effective October 1, 2024, through September 30, 2029

Original Annual Budget Amount	Percent Allowed for Overhead	Percent Allowed for Small Tools	Total Percent Allowed
Up to \$25,000 _____	11.00 _____	.50 _____	11.50
\$25,001 to \$50,000 _____	10.25 _____	.50 _____	10.75
\$50,001 to \$75,000 _____	9.50 _____	.50 _____	10.00
\$75,001 to \$100,000 _____	8.75 _____	.50 _____	9.25
\$100,001 and over _____	8.00 _____	.50 _____	8.50

APPENDIX C
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011

APPENDIX D
STATE ADMINISTRATIVE BOARD
RESOLUTION 2017-2
PROCEDURES APPLICABLE TO MDOT CONTRACTS AND GRANTS
AND
RECISSION OF RESOLUTION 2011-2

WHEREAS, the State Administrative Board ("Board") exercises general supervisory control over the functions and activities of all administrative departments, boards, commissioners, and officers of this State, and of all State institutions pursuant to Section 3 of 1921 PA 2, MCL 17.3;

WHEREAS, the Board may adopt rules governing its procedures and providing for the general conduct of its business and affairs pursuant to Section 2, of 1921 PA 2, MCL 17.2;

WHEREAS, exercising its power to adopt rules, the Board adopted Resolution 2011-2 on August 30, 2011, establishing a \$500,000 or more threshold for Board approval of the Michigan Department of Transportation ("MDOT") Professional Engineering Consultant Contracts and Construction Contracts and increasing the threshold for Board approval for Service Contracts to \$250,000 or more for initial contracts and \$125,000 or more for an amendment to a Service Contract;

WHEREAS, the Board has adopted Resolution 2017-1, raising the threshold for Board approval of contracts for materials and services to \$500,000 or more for the initial contract and \$500,000 or more for contract amendments, and rescinding Resolution 2011-1;

WHEREAS, MDOT is a party to a considerable number of contracts, the majority of which are funded via grants administered by federal agencies including the U.S. Department of Transportation's Federal Highway Administration, Federal Transit Administration, Federal Railroad Administration, and Federal Aviation Administration, which oversee MDOT's administration of such contracts and amendments thereto;

WHEREAS, MDOT has implemented internal procedures to assure the proper expenditure of state and federal funds and is subject to financial and performance audits by the Office of Commission Audits pursuant to 1982 PA 438, MCL 247.667a;

WHEREAS, MDOT is a party to a significant number of contracts which by their nature involve substantial consideration and often require amendments arising out of changes in scope, differing field conditions and design errors and omissions;

WHEREAS, delays in the approval of amendments to contracts can result in postponement of payments to subcontractors and suppliers; work slowdowns and stoppages; delays in the completion of projects; exposure to additional costs; and exposure to litigation arising out of contractor claims; and

WHEREAS, recognizing the Board's duty to promote the efficiency of State Government, the Board resolves as follows:

1. Resolution 2011-2 is rescinded.
2. A contract for professional design, engineering or consulting services requiring MDOT prequalification in connection with the construction or physical improvement of a street, road, highway, bridge, transit or rail system, airport or other structure congruous with transportation ("Professional Engineering Consultant Contract") or a contract for the construction or physical improvement of a street, road, highway, bridge, transit or rail system, airport or other structure congruous with transportation ("Construction Contract") must be approved by the Board prior to execution by MDOT if the amount of the contract is \$500,000 or more. MDOT may obtain approval of the solicitation of a Professional Engineering Consultant Contract or a Construction Contract which, based on the estimate prepared by an engineer employed by the State of Michigan, is estimated to be \$500,000 or more. A contract arising out of such solicitation must be approved by the Board prior to execution by MDOT if the amount of the contract exceeds 110% of the State engineer's estimate.
3. An amendment to a Professional Engineering Consultant Contract or a Construction Contract must be approved by the Board prior to execution by MDOT if the amount of the amendment and the sum of all previous amendments exceed 10% of the original contract, except that an amendment to a Professional Engineering Consultant Contract or a Construction Contract need not be approved by the Board if: a) approved in accordance with applicable federal law or procedure by a representative of a federal agency contributing funds to the project that is the subject of the contract; or b) approved in accordance with MDOT's internal procedures provided the procedures include approval by at least one MDOT employee who has managerial responsibility and is neither the project manager nor directly involved in the administration of the project.
4. A contract for services not requiring MDOT prequalification ("Service Contract") in the amount of \$500,000 or more must be approved by the Board prior to execution by MDOT. A Service Contract does not include a Professional Engineering Consultant Contract or a Construction Contract.
5. An amendment to a Service Contract must be approved by the Board prior to execution by MDOT if the amount of the amendment and the sum of all previous amendments total \$500,000 or more. Thereafter, an amendment to a Service Contract must be approved by the Board if the amount of the amendment and

the sum of all amendments executed after the most recent Board approval total \$500,000 or more.

6. A contract involving the conveyance of any real property interest under the jurisdiction of MDOT must be approved by the Board prior to execution by MDOT if the fair market value of the interest is \$500,000 or more. Fair market value must be determined in accordance with procedures approved by the State Transportation Commission.

7. MDOT may enter into a contract with a sub-recipient without approval of the Board if: a) the purpose of the contract is to provide federal or state matching funds for a project; b) MDOT has been authorized by an agency administering any federal funds to award them to the sub-recipient; and c) the sub-recipient has agreed to fully reimburse the State in the event the sub-recipient does not use the funds in accordance with the purpose of the funding. A sub-recipient includes, but is not limited to, a local unit of government, a governmental authority, a private non-profit entity, and a railroad or rail service provider.

8. MDOT may enter into a cost participation contract with a local unit of government without approval of the Board if: a) the contract involves the construction or physical improvement of a street, road, highway, bridge or other structure congruous with transportation; b) the construction or improvement is funded by federal, state or local funds; and c) the contract is approved by each entity providing funds or in accordance with applicable law.

9. MDOT may enter into a contract in connection with the award of a grant including state matching funds, to a local unit of government, a governmental authority, a private non-profit entity, a railroad or a rail service provider, without approval of the Board if the contract provides that the recipient will fully reimburse the State in the event grant funds are not used in accordance with the terms of the grant.

10. MDOT may enter into a contract with an airport sponsor without approval of the Board if the contract has been approved by the Michigan Aeronautics Commission.

11. MDOT may enter into a contract or award a grant without approval of the Board in situations where emergency action is required. For all emergency contracts or grants of \$250,000 or more, MDOT must transmit to the Board a written report setting forth the nature of the emergency and the key terms of the contract or grant within 30 days of executing the contract or awarding the grant.

12. Notwithstanding any provisions of this resolution, the Board may require MDOT to report the status of any project and may require MDOT to obtain Board approval of any contract, grant or any amendment to a contract.

This Resolution is effective April 25, 2017.



APPENDIX E

SUBCONTRACT REQUIREMENTS

SUMMARY OF STATE ADMINISTRATIVE BOARD REQUIREMENTS FOR AMENDMENTS (PREVIOUSLY REFERRED TO AS OVERRUNS, EXTRA'S AND ADJUSTMENTS)

Administrative Board Resolution (2017-2, April 25, 2017)

State Administrative Board approval is required on all contracts (including subcontracts) when the sum of the contract including any optional year(s) is \$500,000 or greater.

Amendments

Subcontract Requirements:	Amendment Amount	State Administrative Board (SAB) Approval Requirements:
• Region Engineer approval required prior to start of work. • Form 426 must be signed by the Region Engineer. • Documentation of amendment is required by the Municipality. • Send revised Form 426 to the Transportation Systems Management Operations (TSMO), Contract Specialist for review and approval prior to the start of work.	\$499,999 or less	Not required Note: Emergency contracts \$250,000 or greater require SAB approval.
	\$500,000 or greater	Required prior to the start of work. Note: When the sum of the contract and all amendments total \$500,000 or greater, SAB approval is required.

Definition of Term: Amendment includes situations where the original contract quantity or contract cost is exceeded. It also includes situations where quantities or work are added to the original contract as extra's or adjustments.

January 30, 2024



GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF TRANSPORTATION
LANSING

BRADLEY C. WIEFERICH, P.E.
DIRECTOR

APPENDIX F

SAMPLE: Letter of Understanding

Date

Contract Agency Name

Address

Contact Person, Title

RE: Letter of Understanding for State Trunkline Maintenance Contract between Michigan Department of Transportation (MDOT) and the (insert name of contract agency)

Dear _____:

This Letter of Understanding is in follow up to our recent meeting held on _____ and will serve as a reference to clarify the Scope of Work set forth in Section 1, of the State Trunkline Maintenance Contract.

The Scope of Work will be limited to (insert type of work activities and frequency of work to be performed) on the state trunkline (indicate routes) in the City (or Village) of _____. The work activities are to be conducted by the City (Village) as a part of the Contract with MDOT.

The Scope of Work shall include traffic control to perform the work.

Reimbursement for Snow Hauling will be limited to (insert agreed upon snow hauling parameters) and will be reimbursed at (insert snow hauling rate)% of the total costs of snow hauling. For any additional snow hauling outside of these parameters, MDOT will not participate in the cost unless written approval is received prior to the snow hauling. The Municipality Snow Hauling Calculation form (Appendix H) is attached.

Request for reimbursement of the Scope of Work activities identified herein shall be in accordance with Section 16 of the Contract. Payment for items with Firm Unit Prices will be in accordance with the attached Municipality Firm Unit Prices form (Appendix G) attached.

Subcontracting of any work activities shall be in accordance with Section 9 of the Contract.

Name
Page 2
Date

Please sign each of the two original letters enclosed. Please keep one copy for your records and return the other copy to my attention.

Sincerely,

Name
Maintenance Coordinator (or Engineer)
MDOT ____TSC

APPROVED BY:

City (Village) of _____ agrees to the terms and conditions stated in this agreement.

Dated this _____ day of _____, 2024

Name, Title

APPROVED BY:

Region Engineer
Michigan Department of Transportation

Date _____

Appendix G

Michigan Department
of Transportation
0572 (03/2024)

MUNICIPALITY FIRM UNIT PRICES

Clear Form

MUNICIPALITY NAME	EFFECTIVE DATE
-------------------	----------------

TYPE OF MATERIALS PRODUCED OR SUPPLIED	UNIT OF MEASURE	UNIT PRICE	ITEM LOCATION	PRICE INCLUDES

INSERT ABOVE, THE FOLLOWING APPLICABLE NUMBER(S):

Type of Materials produced or supplied by Municipality

1. Aggregate
2. Winter Sand
3. Salt
4. Other (Describe): _____

Item Locations

1. Pit Site
2. Yard
3. Other (Describe): _____

Price Includes

1. Processing or Mixing Costs
2. Stockpiling or Hauling to Stockpile Costs
3. Royalty Costs
4. Municipal Supplied Salt or Calcium Chloride (when used in a winter salt/sand mixture)
5. Winter Sand
6. Bituminous Costs
7. Other (Describe): _____

MUNICIPALITY SUBMITTED BY		
NAME	TITLE	DATE

MDOT APPROVED BY		
NAME	TITLE	DATE

Appendix H

Michigan Department
of Transportation
5191 (02/2024)

MUNICIPALITY SNOW HAULING CALCULATION FORM

[Clear Form](#)[Definitions](#)

MUNICIPALITY NAME	ROUTE	EFFECTIVE DATE
-------------------	-------	----------------

SKETCH OF ROADWAY AND SNOW HAULING LIMITS

TOTAL WIDTH OF SNOW HAULING (WSH) ft	WIDTH OF AREA DESIGNATED FOR TRAFFIC MOVEMENT (ADTM) ft
SNOW HAULING RATE (SHR): $SHR = ADTM / WSH \%$ SHR: _____ / _____ = _____ %	

MUNICIPALITY SUBMITTED BY	
NAME	TITLE

MDOT APPROVED BY	
NAME	TITLE

DEFINITIONS

Total Width of Snow Hauling (WSH): Total width of the roadway, parking lanes, and sidewalks from which snow will be removed during snow hauling operations.

Width of Area Designated for Traffic Movement (ADTM): The portion of the highway right-of-way that is intended for traffic movement. The ADTM does not include parking lanes, sidewalks, or buffer areas that are part of the right-of-way.

Sample Calculation

Total road right-of-way is 66 feet, which includes three 12-foot lanes, two 8-foot parking lanes, and 7 feet of sidewalk and buffer space on each side of the roadway. No snow will be hauled from the area beyond the sidewalks.

WSH: 66 feet

ADTM: 36 feet

Snow Hauling Rate: $36 \text{ feet (ADTM)} / 66 \text{ feet (WSH)} = 55\%$

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 6/10/2024

Consent Agenda - Roll Call Vote **State Right-of-Way Permits - Roll Call Vote**

BACKGROUND:

Annually, the City obtains a permit from the Michigan Department of Transportation (MDOT) allowing its forces to perform routine maintenance of City-owned infrastructure located within the State highway rights-of-way. These facilities include water and sewer lines and appurtenances, drainage facilities, electrical distribution lines and street lighting, trees, sidewalks, and signs. One of MDOT's requirements for issuance of this permit is a "Performance Resolution for Government Agencies" from the local unit of government. Approval by the City Commission is required. The resolution language is substantially the same to those approved by the Commission in the past but reflects some changes in authorized City staff.

FISCAL EFFECT:

There is no direct fiscal effect involved with approval of this resolution and the liability to which the City is exposed in owning and maintaining facilities on highway right-of-way is not increased by virtue of the resolution. Failure to indemnify the State for City work on these facilities is however, grounds for the State to require their removal from its right-of-way.

RECOMMENDATION:

Approve the resolution updating the list of City staff authorized to supervise maintenance of City facilities in the Michigan Department of Transportation right-of-way, and authorize the City Clerk to sign the resolution.

ALTERNATIVES:

None; complete removal of all City facilities from State right-of-way is not feasible.

ATTACHMENTS:

Description

- ▣ Performance Resolution

PERFORMANCE RESOLUTION FOR MUNICIPALITIES

This Performance Resolution (Resolution) is required by the Michigan Department of Transportation for purposes of issuing to a Municipality an "Individual Permit for Use of State Highway Right of Way", and/or an "Annual Application and Permit for Miscellaneous Operations within State Highway Right of Way".

RESOLVED WHEREAS, the _____ City of Marquette
(County, City, Village, Township, etc.)

hereinafter referred to as the "MUNICIPALITY," periodically applies to the Michigan Department of Transportation, hereinafter referred to as the "DEPARTMENT," for permits, referred to as "PERMIT," to construct, operate, use and/or maintain utilities or other facilities, or to conduct other activities, on, over, and under State Highway Right of Way at various locations within and adjacent to its corporate limits;

NOW THEREFORE, in consideration of the DEPARTMENT granting such PERMIT, the MUNICIPALITY agrees that:

1. Each party to this *Resolution* shall remain responsible for any claims arising out of their own acts and/or omissions during the performance of this *Resolution*, as provided by law. This *Resolution* is not intended to increase either party's liability for, or immunity from, tort claims, nor shall it be interpreted, as giving either party hereto a right of indemnification, either by Agreement or at law, for claims arising out of the performance of this Agreement.
2. If any of the work performed for the MUNICIPALITY is performed by a contractor, the MUNICIPALITY shall require its contractor to hold harmless, indemnify and defend in litigation, the State of Michigan, the DEPARTMENT and their agents and employee's, against any claims for damages to public or private property and for injuries to person arising out of the performance of the work, except for claims that result from the sole negligence or willful acts of the DEPARTMENT, until the contractor achieves final acceptance of the MUNICIPALITY Failure of the MUNICIPALITY to require its contractor to indemnify the DEPARTMENT, as set forth above, shall be considered a breach of its duties to the DEPARTMENT.
3. Any work performed for the MUNICIPALITY by a contractor or subcontractor will be solely as a contractor for the MUNICIPALITY and not as a contractor or agent of the DEPARTMENT. The DEPARTMENT shall not be subject to any obligations or liabilities by vendors and contractors of the MUNICIPALITY, or their subcontractors or any other person not a party to the PERMIT without the DEPARTMENT'S specific prior written consent and notwithstanding the issuance of the PERMIT. Any claims by any contractor or subcontractor will be the sole responsibility of the MUNICIPALITY.
4. The MUNICIPALITY shall take no unlawful action or conduct, which arises either directly or indirectly out of its obligations, responsibilities, and duties under the PERMIT which results in claims being asserted against or judgment being imposed against the State of Michigan, the Michigan Transportation Commission, the DEPARTMENT, and all officers, agents and employees thereof and those contracting governmental bodies performing permit activities for the DEPARTMENT and all officers, agents, and employees thereof, pursuant to a maintenance contract. In the event that the same occurs, for the purposes of the PERMIT, it will be considered as a breach of the PERMIT thereby giving the State of Michigan, the DEPARTMENT, and/or the Michigan Transportation Commission a right to seek and obtain any necessary relief or remedy, including, but not by way of limitation, a judgment for money damages.
5. The MUNICIPALITY will, by its own volition and/or request by the DEPARTMENT, promptly restore and/or correct physical or operating damages to any State Highway Right of Way resulting from the installation construction, operation and/or maintenance of the MUNICIPALITY'S facilities according to a PERMIT issued by the DEPARTMENT.

6. With respect to any activities authorized by a PERMIT, when the MUNICIPALITY requires insurance on its own or its contractor's behalf it shall also require that such policy include as named insured the State of Michigan, the Transportation Commission, the DEPARTMENT, and all officers, agents, and employees thereof and those governmental bodies performing permit activities for the DEPARTMENT and all officers, agents, and employees thereof, pursuant to a maintenance contract.
7. The incorporation by the DEPARTMENT of this *Resolution* as part of a PERMIT does not prevent the DEPARTMENT from requiring additional performance security or insurance before issuance of a PERMIT.
8. This *Resolution* shall continue in force from this date until cancelled by the MUNICIPALITY or the DEPARTMENT with no less than thirty (30) days prior written notice provided to the other party. It will not be cancelled or otherwise terminated by the MUNICIPALITY with regard to any PERMIT which has already been issued or activity which has already been undertaken.

BE IT FURTHER RESOLVED that the following position(s) are authorized to apply to the DEPARTMENT for the necessary permit to work within State Highway Right of Way on behalf of the MUNICIPALITY.

Title and/or Name:

Director of Public Works- Scott Cambensy, Director of Facilities and Maintenance- Eric Stemen

City Engineer- Mik Kilpela, Asst. City Engineer- Kellen Wessells, Hydrology Engineer- Jim Compton,

Maintenance Supervisors- Art Carlson, Tim Smith, Chad Hightshoe, Dan Carter, Mike Sjolund,

Duane Suckow.

I HEREBY CERTIFY that the foregoing is a true copy of a resolution adopted by

the _____ Marquette City Commission

 _____ (Name of Board, etc.)
 of the _____ City of Marquette _____ of _____ Marquette
 _____ (Name of MUNICIPALITY) _____ (County)
 at a _____ Regular Commission _____ meeting held on the _____ day
 of _____ A.D. _____.

 Signed

 Title

 Print Signed Name

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 6/10/2024

New Business

Architecture Services - Cultural Center and Trailhead

BACKGROUND:

The City was awarded both a Michigan DNR SPARK grant and an MEDC RAP grant to transform the former Chamber of Commerce building at Father Marquette Park into the Marquette Cultural Center and the trailhead for the Cultural Trail. The City advertised an RFP for architectural services and received four proposals:

M1DTW Architects of Detroit, MI - \$165,600

Studio Rad, LLC/ Leppanen Anker Architectura - \$146,100

Locus Architecture, LTD of Minneapolis, MN - \$128,570

Myefski Architects of Marquette, MI - \$149,800

A team of five staff members evaluated the proposals based on the following criteria:

- Professional Qualifications of Personnel
- Relevant Experience in designing distinctive architecture that integrates the built and natural environment
- Experience in designing cultural facilities, galleries and/or projects of similar size and scope.
- Project Management experience
- Cost
- References
- Office location

Based on these criteria Locus Architecture, LTD of Minneapolis, Minnesota was the highest scoring firm.

Staff has worked with Locus and the City Attorney to develop a standard professional services contract.

FISCAL EFFECT:

Design for this project is a reimbursable expense through the MDNR SPARK Grant and the MEDC RAP grant.

RECOMMENDATION:

Award the bid to Locus Architecture, LTD of Minneapolis, Minnesota, approve the contract and authorize the Mayor and Clerk to sign it.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Contract
- ▣ Insurance
- ▣ Locus Proposal

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT, made this — day of _____ 2024 between the City of Marquette, hereinafter called the “City” and Locus Architecture, LTD, a Minnesota limited liability company, of 4453 Nicollet Avenue South, Minneapolis, MN 55419, hereinafter called “Consultant”.

WITNESSETH: That for and in consideration of the payments and Agreements hereinafter mentioned the parties hereby agree as follows:

Article 1 **Project Name**

The name of the Project shall be Marquette Cultural Center and Trailhead.

Article 2 **Scope of the Work**

Consultant shall furnish all the material, services, supplies, tools, equipment, labor and other engineering services necessary to perform work as described in the Consultant’s proposal to the City of Marquette dated May 2, 2024 (attached as Exhibit A).

Article 3 **Time of Completion**

The completion date of this project is October 31, 2025.

Article 4 **Terms and Conditions**

Consultant shall perform the services outlined in this Agreement for the stated fee arrangement.

ACCESS TO SITE:

City will arrange and provide access to each site upon which it will be necessary for Consultant to perform its work unless otherwise stated in the proposal. In the event work is required on any site not owned by the City, City represents and warrants to Consultant that City has obtained all necessary permission and authority, in writing, for Consultant to enter upon the site and conduct its work. City shall, upon request, provide Consultant with evidence of such permission as well as acceptance of the other terms and conditions set forth herein by the owner(s) and tenant(s), if applicable, of such site(s) in a form acceptable to Consultant, which Consultant also agrees to abide by. Any work performed by Consultant with respect to obtaining permission to enter upon and do work on the lands of others, as well as any work performed by Consultant pursuant to this Agreement, shall be deemed as being done on behalf of City. Consultant shall take reasonable measures and precautions to minimize damage to each site and any improvements located thereon as the result of its work and the use of its equipment and shall reasonably restore the site to its prior condition.

FEE:

Services and reimbursable costs will be billed on a monthly basis as per the proposal requirements, but the total amount to be paid by City for such services and costs shall not exceed \$128,570.00.

BILLINGS/PAYMENTS:

Consultant shall invoice for services rendered and reimbursable costs incurred on a monthly basis. Each invoice shall be due and payable within sixty (60) days of the date of the invoice. Invoices over sixty (60) days past due may be charged interest on the unpaid balance at the highest lawful rate as allowed under Michigan Law. Consultant may, after ten (10) days' written notice to the City, suspend performance of services until all past due amounts are paid.

The City will retain Ten (10%) of monthly invoices to be released within 30 days of final plan approval.

INDEMNITY:

Consultant agrees, to the fullest extent permitted by law, to indemnify and hold the City harmless from any damage, liability or cost (including reasonable attorney fees and costs of defense) to the extent caused, in whole or in part, by Consultant's negligent acts, errors or omissions in the performance of professional services under this Agreement and those of consultants, sub-consultants, contractors, sub-contractors, agents, employees or others that contract with the Consultant regarding this contract or anyone for whom Consultant is legally liable.

INSURANCE:

Without limiting any of its obligations and liabilities, Consultant, at its own expense, shall purchase and maintain the minimum insurance specified below with companies duly licensed or otherwise approved by the State of Michigan, and with forms reasonably satisfactory to the City. Each insurer shall have a current A.M. Best Company, Inc. rating of not less than A-VII. Use of alternative insurers requires prior approval from the City.

A. General Clauses

1. **Additional Insured.** The insurance coverage, except Workers' Compensation and Professional Liability, required by this Contract, shall name the City, its agents, representatives, directors, officials, and employees, as additional insured, and shall specify that insurance afforded the Consultant shall be primary insurance, and that any self insured retention and/or insurance coverage carried by the City or its employees shall be excess coverage, and not contributory coverage to that provided by the Consultant.

2. **Coverage Term.** All insurance required herein shall be maintained in full force and effect until Services required to be performed under the terms of this Contract are satisfactorily completed and formally accepted; failure to do so may constitute a material breach of this Contract, at the sole discretion of the City.

3. **Primary Coverage.** The Consultant's insurance shall be primary insurance as respects City and any insurance or self insurance maintained by City shall be excess of the Consultant's insurance and shall not contribute to it.

4. **Claim Reporting.** Consultant shall not fail to comply with the claim reporting provisions of the policies or cause any breach of a policy warranty that would affect coverage afforded under the policy to protect City.

5. **Waiver.** The policies for Workers' Compensation and General Liability, shall contain a waiver of transfer rights of recovery (subrogation) against City, its agents, representatives, directors, officers, and employees for any claims arising out of the work of the Consultant.

6. **Deductible/Retention.** The policies may provide coverage which contains deductibles or self-insured retentions. Such deductible or self-insured retentions shall not be applicable with respect to the coverage provided to City under such policies. The Consultant shall be solely responsible for deductible or self-insured retentions and the City may require the Consultant to secure the payment of such deductible or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

7. **Policies and Endorsements.** City reserves the right to request and to receive, within ten (10) working days, information on any or all of the above policies or endorsements.

8. **Certificates of Insurance.** Prior to commencing services under this Contract, Consultant shall furnish City with Certificates of Insurance, or formal endorsements as required by the Contract, issued by Consultant's insurer(s), as evidence that policies providing the required coverages, conditions, and limits required by this Contract are in full force and effect. Such certificate shall identify this Contract by referencing the project name and/or project number and shall provide for not less than thirty (30) days advance written notice by Certified Mail of Cancellation or Termination.

9. **Sub-Consultants/Contractors.** Consultant shall include all sub-consultants and sub-contractors as insured under its policies or shall furnish separate certificates and endorsements for each sub-consultant and sub-contractor.

B. Workers' Compensation

The Consultant shall carry Workers' Compensation and Employer's Liability insurance coverage as required by law and deemed necessary for its own protection.

In case services are subcontracted, the Consultant will require the sub-consultant to provide Workers' Compensation and Employer's Liability to at least the same extent as provided by Consultant.

C. Automobile Liability

Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damages of not less than \$1,000,000 each occurrence regarding any owned, hired, and non-owned vehicles assigned to or used in performance of the Consultant services.

D. Commercial General Liability

Commercial General Liability insurance with a combined single limit of not less than \$1,000,000. The policy shall be primary and include coverage for bodily injury, property damage, personal injury, products, completed operations, and blanket contractual covering, but not limited to, the liability assumed under the indemnification provisions of this Contract.

In the event the general liability insurance policy is written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of the Services as evidenced by annual Certificates of Insurance.

E. Professional Liability

The Consultant retained by the City, to provide the engineering services required by the Contract will maintain Professional Liability insurance covering errors and omissions arising out of the services performed by the Consultant or any person employed by him, with an unimpaired limit of not less than \$1,000,000 each claim. In the event the insurance policy is written on a "Claims made" basis, coverage shall extend for two (2) years past completion and acceptance of Services as evidence by annual Certificates of Insurance.

F. Property Coverage - Valuable Papers

Property coverage on all-risk, replacement cost, agreed amount form with Valuable Papers insurance sufficient to assure the restoration of any documents, memoranda, reports, or other similar data relating to the services of the Consultant used in the completion of this Contract.

INDEPENDENT CONSULTANT:

The relationship between the City and Consultant created under this Agreement is that of principal and independent contractor. Neither the terms of this Agreement nor the performance thereof is intended to directly or indirectly benefit any person or entity not a party hereto and/or such person or entity is not intended to be or shall be construed as being a third-party beneficiary of this Agreement unless specified by name herein or in an Amendment hereto, executed by a Consultant authorized representative.

SEVERABILITY/SECTION HEADINGS/SURVIVAL/WAIVER:

In the event that any provision herein shall be deemed invalid or unenforceable, the other provisions shall remain in full force and effect, and binding upon the parties hereto. The heading or title of a section is provided for convenience and information and shall not serve to alter or affect the provisions included herein. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the City and Consultant shall survive the completion of services and the termination of this Agreement. No waiver, discharge, or renunciation of any claim or right of Consultant arising out of breach of this Agreement by City shall be effective unless in writing signed by Consultant and supported by separate consideration.

OWNERSHIP OF DOCUMENTS:

All documents produced by the Consultant under this Agreement shall remain the property of the City and may be used by the City for any other endeavor without the written consent of the Consultant.

APPLICABLE LAWS:

Unless otherwise specified, the Agreement shall be governed by the laws of the State of Michigan.

PURCHASING AGENT DESIGNATION AND AUTHORITY:

Jon Swenson is designated as Purchasing Agent of City and is authorized to order minor changes in the work not involving adjustment in the Contract Sum or Time of Completion and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order signed by the Purchasing Agent and shall be binding on the City and Consultant.

IN WITNESS WHEREOF, the parties have made and executed this Agreement the day and year first above written.

Signed this _____ day of _____, 2024.

THE CITY OF MARQUETTE,
MICHIGAN, OWNER

Witness

Sally Davis, Mayor

Witness

Kyle Whitney, Clerk

LOCUS ARCHITECTURE, LTD,
CONSULTANT



Witness


By: _____ Constance Chen

Its: _____ Principal

Address: 4453 Nicollet Ave,
Minneapolis, MN 55419

Telephone #: 763 245 6595

APPROVED AS TO SUBSTANCE:

Karen M. Kovacs
City Manager

APPROVED AS TO FORM:

Suzanne C. Larsen
City Attorney



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/4/2024

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

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

PRODUCER		CONTACT NAME:	
HOLMES MURPHY AND ASSOC LLC		PHONE (A/C, No, Ext): (866) 282-9725	
225 S 6TH ST #1900		FAX (A/C, No): (866) 828-2424	
MINNEAPOLIS MN 55402		E-MAIL ADDRESS: Certificate@Hanover.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Hanover Insurance Co	
		INSURER B: Allmerica Financial Benefit	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	☒ COMMERCIAL GENERAL LIABILITY	Y	N	Z2X J140320 01	8/20/2023	8/20/2024	EACH OCCURRENCE	\$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000
	☐ POLICY ☐ PRO-JECT ☒ LOC						PRODUCTS - COMP/OP AGG	\$ 2,000,000
	OTHER:							\$
B	AUTOMOBILE LIABILITY	N	N	Z2X J140320 01	8/20/2023	8/20/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	☐ ANY AUTO						BODILY INJURY (Per person)	\$
	☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident)	\$
	☒ HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
								\$
B	☒ UMBRELLA LIAB ☒ OCCUR	Y	N	Z2X J140320 01	8/20/2023	8/20/2024	EACH OCCURRENCE	\$ 1,000,000
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	\$ 1,000,000
	DED ☒ RETENTION \$							\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A	N	W2X J140321 01	08/20/2023	08/20/2024	☒ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	Architects & Engineers Prof Liab	N	N	LHX D021286 07	08/20/2023	08/20/2024	Claims-Made: \$2M Ea Claim/\$2M Agg	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder is an Additional Insured on the General Liability pursuant to the terms and conditions by form 822-0001.

CERTIFICATE HOLDER**CANCELLATION**

CITY OF MARQUETTE 300 WEST BARAGA AVE MARQUETTE MI 49855	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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Proposal for Design Services

to



Marquette Cultural Center and Trailhead



Non-profit Office Remodel

Lebanon Hills Trailhead



COVER LETTER

Dear Selection Committee,

As a boutique firm based in Minneapolis, our diverse staff appreciates the abundant natural parks we have by our Great Lakes. Our love of the outdoors and the different public amenities that are available and accessible to us is the reason why **over the 29 year history of the firm, we have sought to work with a variety of public park systems including city and county parks.** We have even broadened our reach by volunteering to design and build park shelters from South Dakota to Oaxaca, Mexico. The outdoors is a source of inspiration for all of us at Locus Architecture. Since we have successfully partnered with Urban Ecosystems on past projects, we are excited to jump on this opportunity to submit a proposal for the Marquette Cultural Center and Trailhead.

Within this proposal, you will discover an overview of our experience, capabilities, and core values that resonate with the essence of your project. The Cultural Center will provide a multi-functional Trailhead that builds an overarching interpretive foundation for the entire trail. Your commitment to building a **"City-wide asset, creating unconventional and exceptional indoor and outdoor gathering spaces...a dynamic cultural hub"** aligns with our ethos at Locus. Our portfolio showcases our expertise in:

- **Collaborating with diverse groups**, including our recent and ongoing projects with various park systems in the Twin Cities as well as various non-profit organizations.
- Addressing **complex site and building challenges**, from structural challenges in building remodels (tenant improvements) to optimizing views and site orientation.
- Bringing Various Stakeholders together to **build community** and community assets.
- Crafting **aesthetically pleasing and ecologically sustainable** structures.
- Blending **indoor and outdoor gathering spaces** to create community gathering places.
- **Collaborating with artists** whose work is integrated with the building and site.

Our agile, innovative, and cooperative approach guarantees that the project will be a true reflection of your vision, creativity, and the bright future you aspire to create.

We will achieve the project goals:

- Design parameters for the Center Interior and Exterior as outlined in the RFP
- Create a Schematic Design package
- Cost estimates for schematic level design
- All other design phases through project closeout

In addition, we will be **excellent communicators** and pride ourselves in our **Project Management Process** and Skills. Our office handles projects of different sizes and challenges - ranging from projects with large budgets and complexity to projects with smaller budgets that still have complex project requirements.

We also understand that an important aspect of the Center will be its role as an extension of the City's Cultural Trail. As the trailhead, the building and park will play an important role in introducing visitors to the trail through physical and virtual media. Beyond just historical interpretation and physical connections to the Trail, we will also seek ways that the Center and surrounding park space can create spaces that enliven **access to arts, culture, and the environment.** The planned improvements will cultivate spaces where new experiences can be shared and future stories told. Beyond interpretation, the Cultural Trail can create **legible spaces where traditional cultural practices can be respected, regenerated, and sustained.** We would be honored to become partners in cultivating these new spaces.

Our experience with successful community spaces, like the Marquette Cultural Center, demonstrates the importance of **inviting and celebrating diverse viewpoints, ethnicities, abilities, and backgrounds.** At Locus, diversity is more than a concept; it's a practice embedded within our team, which boasts members from four continents. This rich tapestry of backgrounds infuses our work with a unique blend of personal and professional perspectives, enhancing our design process. This diversity is likely a contributing factor to why esteemed clients like Roots Community Birth Center, Lake Nokomis Vendor Pavilion, First Unitarian Universalist Rochester, Minneapolis Parks and Recreation Department, and the Northwest Area Foundation place their trust in us as their inclusive design partners. **Our commitment to diversity and inclusion is not merely spoken; it's exemplified in our approach to design.** We believe our woman-led, inclusive practice will be a significant asset in realizing your vision for the Cultural Center.

Please feel free to reach out if you have questions about any areas in the proposal.

Sincerely,



Constance Chen, AIA, NOMA, CPHC, LEED GA
Principal
Locus Architecture, LTD - Minneapolis, MN
constance@locusarchitecture.com; Cell: 763-245-6595



FIRM HISTORY AND INFORMATION

DESIGNING WITH PURPOSE

Locus Architecture is a diverse, boutique, and minority-owned firm dedicated to creating designs that genuinely enhance the lives of people and communities. Established in 1995, our Minneapolis-based office specializes in crafting meaningful, award-winning spaces that resonate deeply with our clients and their values.

We offer a broad spectrum of project types, encompassing residential, restaurants, churches, office spaces, arts organizations, and park buildings. We believe that every community and client, irrespective of their resources, is entitled to the benefits brought forth by innovative design. Our commitment extends to assisting our clients in managing their resources effectively, ensuring they receive the greatest value for their projects.

We believe in:

- **Being authentic stewards of the environment we all share,**
- **Exercising equity in practice,**
- **Elevating design, as art, in all our work, and**
- **Seeking out and applying innovation in new and creative ways.**

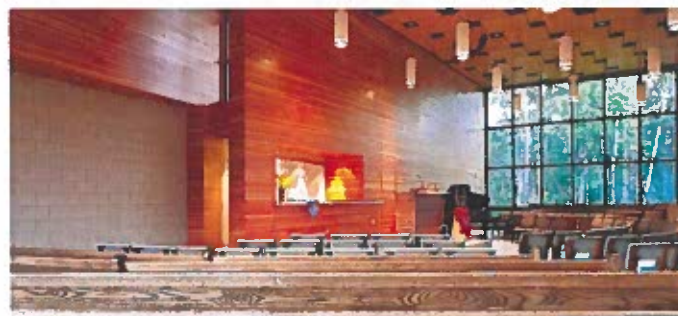
Our design process utilizes clear diagrams and design representations that foster collaboration and encourage communication among all project stakeholders. Our project management process is structured to ensure that work progresses according to schedule, providing ample opportunity for you to review and offer valuable feedback. At the same time, it maintains the timeline and holds the entire team accountable.

RELEVANT PROJECT EXPERIENCE (SEE PAGES 16-28)

Summer Youth Camp (Education Center, Swimming Pavilion & Boathouse)	Orono, MN
Lake Nokomis Refectory Remodel	Minneapolis, MN
Non-profit office remodel	St. Paul, MN
FOCI Glass Art Center	Minneapolis, MN
Lake Bylesby Park Pavilion	Cannon Falls, MN
Lebanon Hills Park Pavilion	Eagan, MN
Churchill Street Restaurant	Shoreview, MN

OTHER PROJECT EXPERIENCE

First Unitarian Universalist Church	Rochester, MN
North Commons Park	Minneapolis, MN
Dragonfly Gardens Center	Amery, WI
Lake Lodge Retreat	Cross Lake, MN
Net Zero Home	Danbury, WI
NWAF Offices	St. Paul, MN
Montgomery Apartments	St. Paul, MN
Willow Brooke Event Center	Red Wing, MN
Hygge Hus	Alta, WY
Northwest Passage Gymnasium	Frederic, WI
White Bear Unitarian Universalist Church	Mahtomedi, MN
East Side Enterprise Center	St. Paul, MN
Net Zero / Off Grid Home	Altura, MN
Birchwood Café	Minneapolis, MN



White Bear Unitarian Universalist Church - White Bear Lake, MN



Hygge Hus - Alta, WY



FIRM HISTORY AND INFORMATION



MISSION STATEMENT

Ecosystems are more than just nature. They are the places where people and nature interact. These are the parks and open spaces that bring us together, the spaces where we work and play, and the places that we call home. Each place includes natural histories and cultural memories that are woven together through time, connected by neighbors, seasons, soil, and water. Each place is a landscape. Each place is an urban ecosystem.

Urban Ecosystems Inc. is a critical design practice of landscape architects, planners, and designers focused exclusively on enriching the vibrance of these urban ecosystems. We are curious about different types of communities and landscape settings. This provides an opportunity to work among a wide range of landscape scales and with a variety of communities and project types. Consistent throughout these projects is our belief that each landscape deserves its own story. In response, our approach is grounded in listening with rigor to discover, reveal, and interpret the latent characteristics of the landscape through space, material, and detail.

We are committed to providing each project with the attention and effort it deserves. Therefore, we believe each new project is an opportunity to build a long-term partnership. To do so, we challenge typical practice conventions and resist the prevalent one-size-fits-all approach of traditional landscape architectural practice. Rather, our passion and creativity allows us to ask different questions and tailor our method and deliverables to the nuances of each client. This helps to ensure that the results are respectful of each unique context, are well-crafted, and collectively enrich life. In doing so, we create living landscapes that seamlessly integrate spaces, materials, and communities with vibrant experiences that shape the future landscape of urban ecosystems.

PARKS AND PUBLIC OPEN SPACE EXPERIENCE

As a landscape architecture and planning firm, our passion lies in creating spaces that connect communities to the landscape, which includes vibrant parks and open spaces. Our staff has extensive experience leading multi-disciplinary teams on regional, county, municipal, and neighborhood park projects. This includes a remarkable record of community-led, award-winning public open space projects for generations of residents in the upper Midwest and beyond.

DEDICATED PROJECT STAFF

We intentionally foster dedicated project involvement and our five full-time and four part-time staff members are committed to each project's life cycle. Each project staff that starts the project maintains project leadership, communication, design, and documentation responsibilities from proposal to completion. This ensures continuity and quality control, which means the project will not be handed over to unfamiliar staff after the contract is signed.

COLLABORATIVE PROCESS

We understand that the most meaningful and enduring public parks arise directly from the cultural and ecological memory of the landscape. We begin each project with deep listening to both the land and its people, which opens new ways to understand the specific nuances of each landscape. This approach also prioritizes community values and shared decision-making in order to support and empower community voices in the creation of culturally and ecologically vibrant spaces. This approach starts with humility, generosity, and empathy; the principles that guide our approach to open-minded collaboration with our clients, communities, and consultants.



FIRM HISTORY AND INFORMATION

CIVIL & STRUCTURAL ENGINEERING



GEI Consultants, Inc. is a consulting engineering and environmental firm that delivers value by providing professional services to improve our world's built environments. **GEI proudly has an office in Marquette Michigan**, which happens to be across the street from the project site. With more than 1,400 staff and 55 offices nationwide, GEI is a leader in providing multi-disciplined engineering and technical services to a range of private and public sector clients domestically and abroad.

As an **employee-owned firm**, we foster personal relationships with our clients and cultivate our staff in a partnership model which is underpinned by continuous learning and sharing of knowledge. We retain proven recognized industry experts and attract the best young minds in the industry to deliver to our clients a refreshing blend of technical expertise, collaborative spirit and innovation that is rare in our profession.

GEI is consistently ranked among the top firms in Engineering News Record's (ENR) annual list of Top Design Firms and Top Environmental Firms.

Social Responsibility

Our sustainability program provides the framework for organizing our services and business practices that **support sustainable and resilient outcomes** for the benefit of our clients, the environment, and our company.

COST ESTIMATION



Loeffler Consulting Company provides professional services for architects, engineers, and owners throughout all phases of a project in the areas of Cost Consulting, Owner's Representation and Professional Guidance. What sets us apart as a Consultant and Owner's Representative is our background in Construction Management and General Contracting. Our services provide input to make key decisions with respect to scope, size, and feasibility. We work with team partners to understand project goals and vision and provide the necessary components to allow clients to make informed decisions. **By using historical data, subcontractor input, and current market trends**, our cost consultants are able to provide more accurate estimates and advice, allowing you to understand the cost implications of each variable and component of your project. It's our goal to bring in a project at the lowest cost and in the shortest amount of time, without compromising the intent of the design or the quality of the construction.

MECHANICAL, ELECTRICAL, PLUMBING



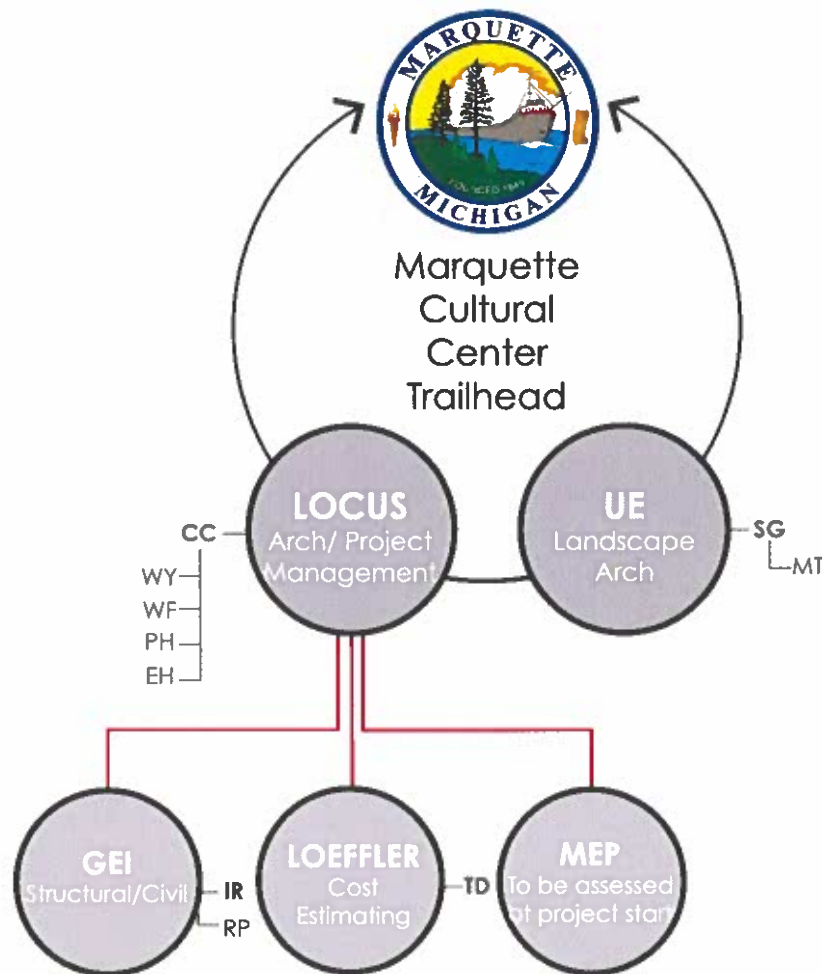
To be mindful of project budget priorities, we will evaluate the current MEP system to determine what, if any, improvements will be required to building's mechanical, electrical and plumbing systems. Based on this analysis we will present options for the future MEP system, which may include retaining a MEP engineer for a complete system redesign, or working with the general contractor to either refurbish or replace the existing MEP system.

Lake Nokomis Pavilion



PROJECT TEAM

PROJECT ORGANIZATIONAL CHART



Locus Architecture - Architecture and Project Management

CC - Constance Chen | AIA, NOMA, CPHC
Principal
Role: Principal in Charge

WY - Wynne Yelland | AIA
Principal Emeritus
Role: Project Architect

WF - Wale Falade | AIA NOMA
Principal
Role: Project Architect

PH - Phil Hofstad
Senior Project Manager
Role: Designer

EH - Emily Hall
Technical Designer
Role: Designer

Loeffler Consulting- Cost Estimating

TD - Talon Dewitz
Senior Cost Consultant
Role: Cost Estimating



UE (Urban Ecosystems) - Landscape Architecture

SG - Sam Geer
Partner + President
MLA, MURP, LEED-AP
Role: Principal

MT - Matthew Tucker
Project Director
Role: Project Director

GEI-

Civil Engineering
IR - Isaac Roberts | PE
Civil Engineer
Role: Civil Engineer

Structural Engineering
RP - Richard Price | PE
Structural Engineer
Role: Structural Engineer

MEP IF NEEDED

Mechanical, Electrical, Plumbing



Mead&Hunt



PROJECT TEAM

EXPERIENCE OF DESIGN TEAM MEMBERS

LOCUS ARCHITECTURE



Constance Chen

AIA, LEED AP, CPHC
BArch + BA - Notre Dame

Role: Project Architect/
Principal-in-Charge

Constance has been a **Principal and Owner of Locus Architecture for 2 years and has more than 12 years experience** in architectural practice, where attention to detail is paramount. Her design process intends to make meaningful connections between people and their spaces. She emphasizes a rigorous, iterative, and collaborative design process, utilizing mixed modes of design representation to foster engagements with clients, based on the tenets that the process is as critical as the product. She will provide project leadership and facilitate a collaborative process, ensuring the goals and objectives of the project are successfully achieved.

Constance grew up in Minnesota with immigrant parents and completed her studies at the University of Notre Dame School of Architecture, including the Rome Program, and research projects in Taiwan and Greece. Additionally, she was a part of the Kellogg Institute's International Scholars Program and earned a second degree in Chinese Language and Literature.

Constance is a strong champion for attaining **sustainability** standards here at Locus Architecture and is certified as a **Passive House Consultant**.

Relevant Projects

- Lake Nokomis Regional Park Vendor Pavilion Addition (in progress) - Minneapolis, MN
 - Role: Principal/Project Architect
 - Budget: \$500k
- Roots Birth Center - BIPOC Midwife led Birth Center for BIPOC mothers - Minneapolis, MN (In Progress)
 - Role: Principal/Project Architect
 - Budget: \$1.2M
- First Unitarian Universalist Church - Rochester, MN (In Progress)
 - Role: Principal/Project Architect
 - Budget: \$7M
- North Commons Park Phase 1 Improvements - Minneapolis - 50,000 + s.f. Regional Recreation and Community Center - Minneapolis, MN (in progress)
 - Role: B3 Sustainability Lead
 - Budget: \$35M
- Walker West Music Academy - St Paul, MN 18,000sf renovation
 - Role: Designer
 - Budget: \$7M



Wynne Yelland

AIA, LEED AP
BSc, Arch - Berkeley; MArch - Harvard

Role: Architect

Wynne co-founded **Locus Architecture in 1995** as a collaboration between two recent alumni of Harvard University's Graduate School of Design. He has led diverse projects, including small civic buildings, churches, and various forms of adaptive reuse projects for offices, art studios, restaurants, and community centers. His organizational skills dovetail with research-based design to provide architecture that is both affordable and personal. He feels that exemplary functional design can be affordable and beautiful.

Wynne has **over 25 years of experience** which includes project leadership, project management, outreach, and award-winning design projects. He is a skilled communicator, public speaker, and writer, who prioritizes building trust in challenging groups.

Relevant Experience

- Lake Byllesby Picnic Shelter, Goodhue County, MN
 - Role: Principal/Project Architect
 - Budget: \$1.9M
- Summer Youth Camp - West Metro, MN (2023)
- Lebanon Hills Mountain Bike Trailhead - MN (2012)
- Focus Arts Building Adaptive Reuse - Minneapolis, MN
- Churchill Street Restaurant - Shoreview, MN



Emily Hall

BS, Sustainable Design - Univ. MT
Bozeman; MArch - UMN (2025)

Role: Technical Designer

Emily first caught a glimpse of the potential held in the built environment in her first year design studio at Montana State University, in Bozeman. Here, she realized, along with many mystified classmates, that architecture reached beyond what she preconceived as a "building." This led to her fascination with how design, in all of its forms, whether a sculptural installation or an urban high-rise, contributes to human wellbeing.

She is currently enrolled in the Architecture graduate program at the UofM Twin Cities School of Design.



PROJECT TEAM

EXPERIENCE OF DESIGN TEAM MEMBERS



Wale Falade

AIA, NOMA

BSc in Arch; MArch; Cert. in
Metropolitan Design - UMN

Role: Architect

Wale has been with **Locus Architecture for 2 years and has more than 17 years experience** in architectural practice spanning over **100 projects in 40 US states and parts of Canada**. Wale has handled complex architectural challenges, programming, code review, and project management.

Wale's experience encompasses various project types and sizes, including small park shelters and complex public buildings. Wale also adds experience with evaluating existing buildings and sites and providing appropriate recommendations for future work.

Relevant Experience

- Lake Nokomis Regional Park Vendor Pavilion (in progress) - Minneapolis, MN
- North Commons Park Phase 1 Improvements - Minneapolis - 50,000 + s.f. Regional Recreation and Community Center (in progress)
 - Role: Principal/Senior Project Manager
 - Budget: \$35M
- Thompson Park Center - South St Paul, MN (in progress)
 - Role: Principal/Senior Project Manager
 - Budget: \$10M



Phil Hofstad

BA, Studio Art - St Olaf College;
MArch - UMN

Role: Project Manager/QA/QC

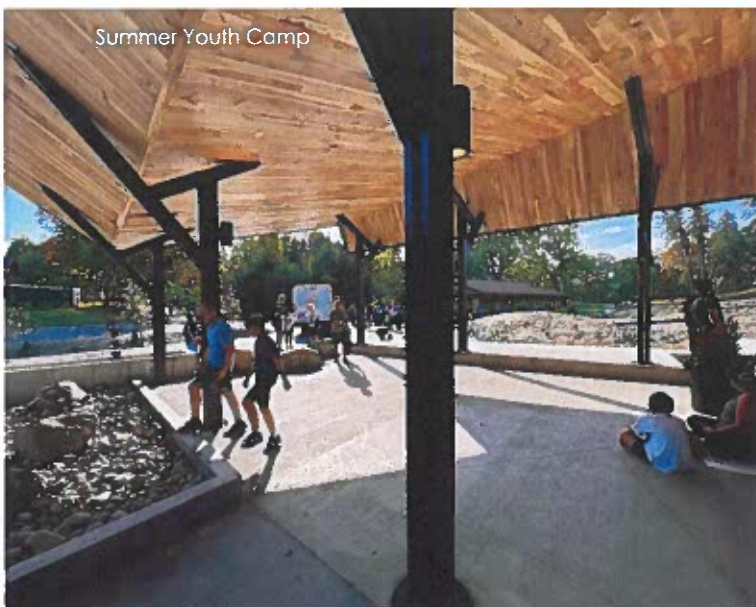
Phil has been working in the architecture profession for 35 years at firms of various sizes and business structure, with a diverse portfolio of projects and building types - including park pavilions, camps, large scale offices, commercial, public, religious, educational, and residential. His work strives to create functional and beautiful spaces with thoughtful planning, programming, and careful listening to clients' needs and vision.

Phil is a rigorous and highly detailed project manager and has worked out a process at Locus Architecture that advances the work in a timely manner through effective communication with engineers, consultants, code officials clients and the architecture team.

Phil will be responsible for day to day project management including architecture team coordination, consultant coordination, quality management, and schedule management.

Relevant Projects

- Lake Byllesby Picnic Shelter, Goodhue County, MN (2023)
 - Role: Senior Project Manager
 - Budget: \$1.9M
- Summer Youth Camp - West Metro, MN (2023)
 - Role: Senior Project Manager
 - Budget: \$10M
- North Commons Park Phase 1 Improvements - Minneapolis - 50,000 + s.f. Regional Recreation and Community Center (in progress)
 - Role: Senior Project Manager
 - Budget: \$35M
- Non Profit Office Remodel: 12,000 sf office - St Paul, MN
- NUWAY Tenant Improvements - St Paul, Mpls, Hastings, Mankato, Duluth, and Rochester, MN



PROJECT TEAM

EXPERIENCE OF DESIGN TEAM MEMBERS

URBAN ECOSYSTEMS - LANDSCAPE ARCHITECTURE



Sam Geer

MLA, MURP, LEED-AP (MN #)
Partner | President
BA - University of Iowa; MLA - UMN

Role: Landscape Consultant

Sam is a design professional and projective thinker dedicated to building urban landscapes that can meet the evolving needs of cities and ecosystems. He brings to each a project a deep inquisitiveness about complex landscape systems and cultural history. He has particular expertise in discovering how deep stories of the landscape can be revealed, distilled and celebrated through meaningful design. His knowledge of emerging technologies within stormwater design and geospatial mapping and analysis provide a foundation for our practice. He is also co-author of Lake Minnetonka Guide to Shorelines. Sam currently leads our collaborations with the City of Duluth, Minnesota, Fond du Lac Band, and several non-profit organizations.

As Director of Operations, Sam coordinates our strategic planning efforts, project delivery, and landscape performance modeling. As President of Urban Ecosystems, Sam will serve as the principle project manager for this project, being the primary point of contact and will be responsible for administration and the delivery of the design products.

Relevant Experience

- Marquette Cultural Trail, Marquette, MI
- Summer Youth Camp - Orono, MN
 - Role: Project Landscape Architect; Coordination between architect, civil and landscape architect. Design document delivery. Construction drawings. Construction administration.
 - Budget: \$10M
- Mission Creek Cemetery - Duluth, MN
 - Role: Project Landscape Architect; Coordination between architect, civil and landscape architect. Design document delivery. Construction drawings. Construction administration.
 - Budget: \$4M
- Nicollet Island/East Bank Master Plan - Minneapolis, MN
- Okciyapi (Help Each Other) - Minneapolis, MN
- NIEBA.VISION (Nicollet Island East Bank) - Minneapolis, MN
- HT Park Mixed Use Campus - China



Matthew Tucker

Project Director
BLA - Iowa State; MLA - Harvard

Role: Landscape Consultant

With over three decades of public, private, and academic practice, Matthew has helped communities throughout the US reinvigorate open space and enhance ecological and hydrosocial resilience. He is an established leader and strategic thinker with diverse career experiences in public realm projects of varying size and scale. He has deep experience leading collaborations among multidisciplinary teams of artists, architects, engineers, and others on urban park projects. His experience as the lead Owner's representative during construction of major urban park projects is unique in his field.

Relevant Experience

- Marquette Cultural Trail, Marquette, MI
- Cumberland Park - Nashville, TN
 - Role: Project Manager; Consultant overseeing multiple subconsultants, design document delivery, construction drawings, construction administration
 - Budget: \$10 Million
- Belwin Conservancy - Afton, MN
 - Project Manager and Designer
 - Budget: TBD
- Brown v Board of Education National Historical Park, Topeka, KS
- First Americans Museum, Oklahoma City, OK
- Hanging Rock Regional Park and Trailhead, Redfield, IA
- Queens Botanical Garden, Queens, NY
- Raccoon River Valley Trail, Dallas County, IA
- Sylvan Slough Natural Area, Rock Island, IL
- Watershed Center at Valley Water Mill, Springfield, MO

Additional Background Information

- 30+ years of ecological and hydrosocial resilience experience
- Instructed graduate and undergraduate level courses in park and open space design, urban hydrology and ecosystem



PROJECT TEAM

EXPERIENCE OF DESIGN TEAM MEMBERS

GEI - CIVIL ENGINEER



Isaac Roberts
Senior Engineer
BS, Civil Engineering, Michigan Technological University

Role: Civil Engineer

Isaac Roberts is a Senior Civil Engineer located in the Marquette, Michigan office. He has 13 years of experience in the civil engineering industry; 11 with GEI providing civil engineering and construction management support in civil site development, foundation design, subsurface exploration profiling, construction quality assurance, water and wastewater collection and distribution, grade survey, and GPS data collection. Mr. Roberts has supported design and construction oversight of foundation anchors, retaining walls, roads and parking lots, storm and sanitary sewer collection systems, and water distribution systems.

Relevant Experience

- William Park Renovation and Universal Access, Marquette, MI
- Spear Dock, Marquette, MI
- Chocolay Township Lift Station Replacement Project, Chocolay Township, MI.
- 13th Street Road Reconstruction, Menominee, MI
- Pickwick Landing Dam South Embankment Seismic Upgrade, Hardin County, TN
- Clare Trucking Facility, Clare, MI
- Havey Trucking Facility, Clare, MI
- Marquette Hotel, Marquette, MI
- St. Louis River Area of Concern, Duluth, MN

Additional Background Information

- Occupational Safety & Health Administration (OSHA) 30-Hour Construction
- Confined Space (OSHA 29 CFR1910.146.)



GEI - STRUCTURAL ENGINEER



Richard Price
Structural Engineer
M.S., B.S., Civil Engineering, Univ. of Wyoming

Role: Structural Engineer

Richard Price is a senior structural engineer with extensive experience in design/construction industry, including both field and office assignments. Administrative tasks include quality control, dams, hydroelectric, and building evaluation projects. Technical duties involve field condition surveys, civil/structural and hydroelectric design, construction management, and forensic investigations. He is a project manager and principal for multidisciplinary projects. His design experience related to building design and renovation includes steel, concrete, and masonry design, investigation and evaluation of existing structures, and design and detailing of renovation projects to minimize impact to an existing building. He frequently prepares structural plans, construction drawings, specifications, and engineer's cost estimates.

Relevant Experience

- New Housing Northern Michigan University, EdR, Marquette, MI
- Mr. Price has led local engineering staff in the forensic investigation and repair of a variety of projects through Marquette County
- Multiple Projects, Ishpeming Area Joint Wastewater Treatment Authority, Ishpeming, MI
- Lake Bancroft Pavilion, City of Ishpeming, Ishpeming, MI
- Jackson Mine Park Pavilion, City of Negaunee, Negaunee, MI

Additional Background Information

- 16+ years of industry experience
- 12 years with GEI
- 24-Hour MSHA



PROJECT TEAM

EXPERIENCE OF DESIGN TEAM MEMBERS

LOEFFLER CONSULTING COMPANY - COST ESTIMATING



Talon DeWitz
Senior Cost Consultant
*BS, Construction Management -
UMN*

Role: Cost Estimating Consultant

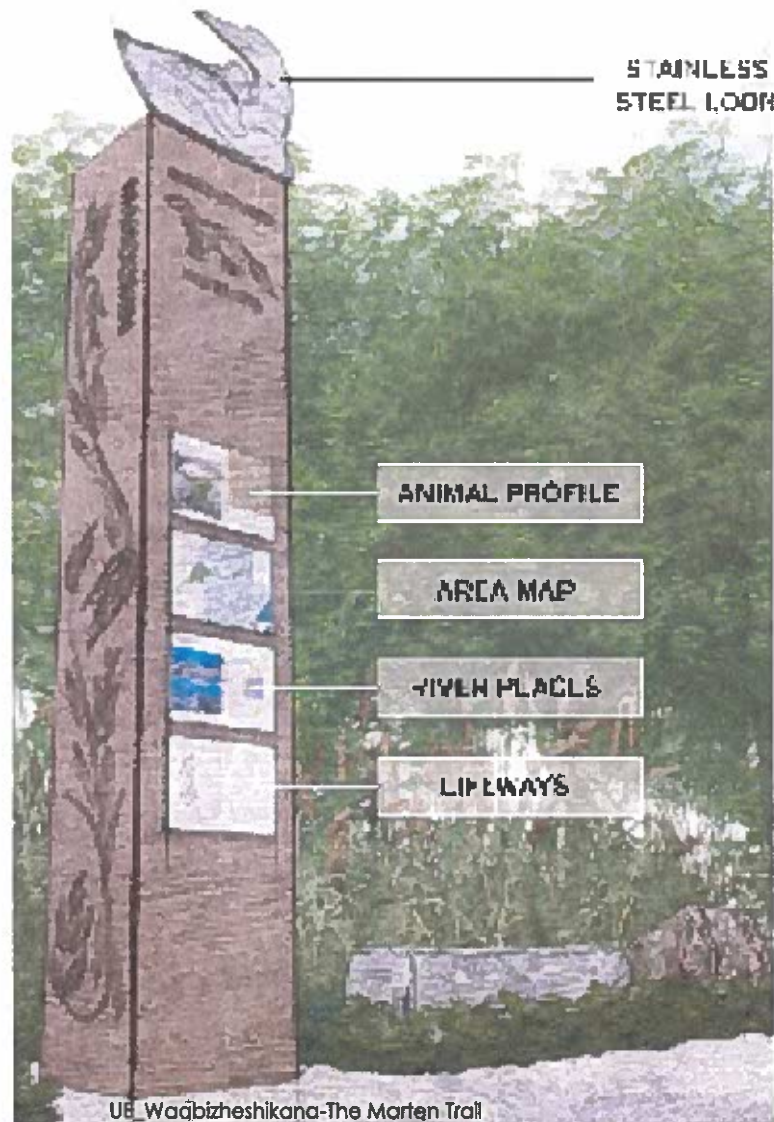
Talon has over eight years of industry experience working in a variety of roles as a project estimator and cost consultant. He has in-depth knowledge of pre-construction planning and technical skills to accurately price real market construction costs. Talon has completed hundreds of estimates throughout various stages of design.

Relevant Experience

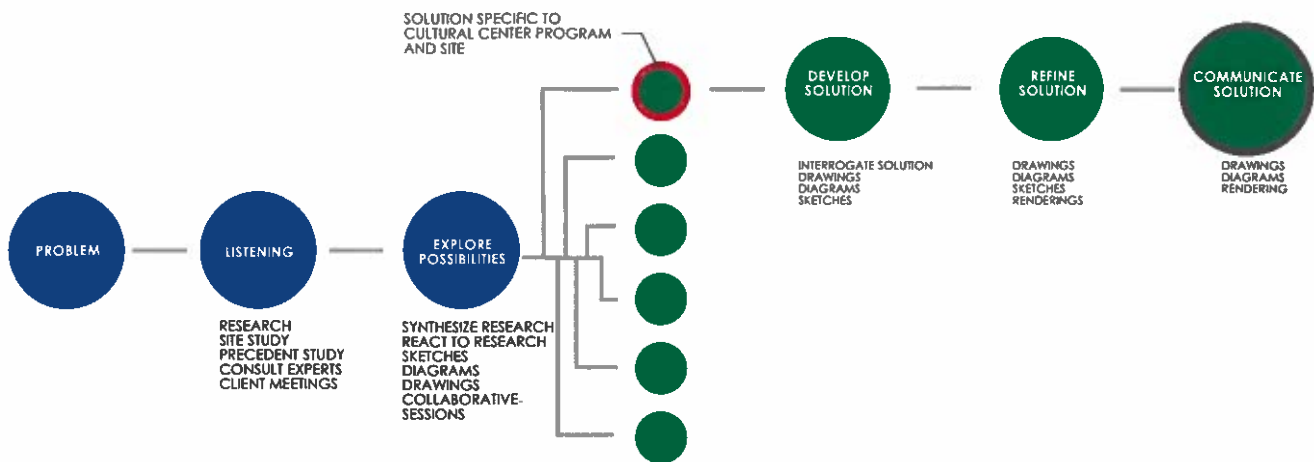
Talon has worked on projects such as Father Hennepin Bluff Park. Loeffler provided cost consulting services on the new construction of a band shell structure overcasting a new restroom building at the head of the Stone Arch Bridge in Minneapolis. The project includes various site improvements for visitors.

Additional Background Information

- 8+ years of industry experience



PROJECT UNDERSTANDING



The project consists of two primary concerns- first, to rehabilitate the existing building to provide multi-functional, community-oriented spaces; and second, to rejuvenate the existing park spaces to serve a variety of functions that support the new building program, the new Cultural Trail, and refresh existing park elements. The result will be a unique synthesis of publicly-accessible indoor and outdoor spaces that are seamlessly integrated to serve as a **City-wide asset, a cultural destination, and a gateway to downtown Marquette.**

A central aspect of the project is the development of indoor and outdoor spaces that encourage and support a range of dynamic socio-cultural functions. These functions may range from regularly scheduled events hosted by City staff or local organizations to serendipitous meet-ups and gatherings among friends and neighbors. These functions will be complemented by opportunities for visitors to be introduced to the Marquette Cultural Trail. Regardless of the social function or visitor background, the experiential design of the new Cultural Center and Park will create opportunities to increase access to- and expand local knowledge of- the cultural vibrancy of Marquette.

Through our review of the RFP and our conversations with Tiina, Carl, and the Urban Ecosystems team, we understand that **a key aspect of the Marquette Cultural Center is its future role as a place to make connections.** Connections among people, connections among the land, and connections across time. Stories are an important part of connections, whether it is the shared stories across generations or neighbors that bring community together, or new stories that are yet to be told. Stories are part of Marquette's past, present, and future. We imagine creating welcoming and inviting interior and exterior spaces that become places for the community to gather and share stories or have experiences that create future stories. A large part of this function will be dependent upon programming. However, we believe that the character and experience of these new spaces is equally important. **We will design spaces, through materials, lighting, and scale, that have an atmosphere that is welcoming and inviting, that are well crafted, that feel like they come from this region and speak to the soul of Marquette.**

Given the City's history and location, cultural relationships and stories about water are an important aspect of our project approach. Whether in the building or in the park, our project approach will seek ways for new spaces to reveal and **celebrate Marquette's water stories.** This can include the **integration of green infrastructure** within the building and site that demonstrates innovative technical ways that water can be conserved and reused. For example, we can examine opportunities for how water from the roof could be collected and reused in the building or in the landscape.

Beyond technical considerations, **our design will also consider opportunities to collaborate with local artists** whose work celebrates water in a variety of different expressions- including visual, audio, or other media. Of course water is also part of our connection to the Earth and each other. In this way, we will consider how water can be expressed in ways that celebrate its ephemeral, spiritual, and poetic qualities. For example, recognizing the reverence of water held by many cultures, water could be used as part of a new arrival courtyard outside the building, providing a **multicultural, universally accessible, and welcoming space for all people.** Recognizing the site's topography and proximity to Lake Superior, we can imagine ways in which paths of water may weave through the park, leading visitors along a trail of water to the Lake.

Design could be shaped in any direction, and often multiple ideas can inform a design project. However, we utilize a **collaborative approach that includes you as a critical piece in the process** to ensure that solutions are specific to the task at hand. This also includes review of pertinent issues to the project which will help ensure that chosen strategies are site and program specific.

PROJECT MANAGEMENT /APPROACH

Working collaboratively, we will lead the consultant team, work with Urban Ecosystems, and coordinate all the relevant criteria, align them with budgets, and include project stakeholders to ensure the project's success and authenticity. In order to create a Cultural Center that you will be proud of, and an enjoyable process, our approach will include the following:

Site

The design process will commence with a thorough analysis of the site - topography, urban context, and existing as well as planned infrastructure surrounding Lion's Park and Father Marquette Park. This will include a review of geotechnical reports, Urban Ecosystem's site design guidelines, and other relevant documents. A site visit will be conducted to capture photographic evidence of the proposed site area. The site's conditions and context will be pivotal in informing the design and the former Chamber building's opportunities. The aim is to optimize solar heat gain during the colder months, while also integrating passive cooling strategies. Strategic window placement will ensure breathtaking views, improve ventilation and contribute to the building's energy efficiency.

Research and Programming

We will conduct a thorough review and space fitting of the functional program you have provided. By integrating information from Precedent Studies and any early Programming efforts, we aim to quantify programmatic ideas effectively. Our goal is to identify and establish clear objectives for the project, delineate the function of spaces, and understand the activities, user groups, and their interrelationships within the urban context and the broader community.

Design and Aesthetics

Using overarching design principles and themes from work already done thus far on the Cultural Trail will inspire various aspects of the structure, form, or interior, fostering a design that resonates with the community. The synergy between the building's form and function will be accentuated by distinctive architectural elements. Furthermore, the integration of art will be pivotal, not only to the project's success but also in establishing the building's. Given this will be Marquette's Cultural Center, we believe there is an excellent opportunity to collaborate with local Ojibwe artists and the Keweenaw Indian Bay Community to create

public artwork and story-based interpretation to celebrate their cultural presence in the region.

Connection to Outdoor Space

The design will prioritize a seamless connection to outdoor spaces, providing occupants with natural vistas and areas for relaxation and socialization.

Rooftop access could also be included as a key feature in providing additional outdoor space for recreation and events, and potentially housing green technologies such as solar panels or a rooftop garden.

Circulation, Wayfinding, Space Organization

Circulation paths will be organized to facilitate easy wayfinding, with clear and intuitive layout that guides visitors and occupants through the building effortlessly. Part of this will also include organization and grouping of public access spaces to promote community engagement and accessibility. Non-public spaces will be strategically placed to ensure privacy and security for sensitive functions, yet maintain visibility for residents and City Administrators.

Comfort & Community

Lighting, materials, and ambient temperatures are integral to the comfort of all who will use the Cultural Center. Due to the short winter days, dark mornings since Marquette is in the western part of an eastern time zone, lighting will be paramount to feelings of comfort, safety, and productivity. Other elements like fireplaces and straightforward wayfinding will be important in creating the cozy-welcoming environment at the Cultural Center.

Managing Scope and Schedule

Design projects, especially in early phases, could veer in a direction not initially planned. We recommend bi-weekly virtual meetings between Locus and in-person meetings with our team and key stakeholders at key points to review and manage the project goals and milestones. When issues or request arise that might have an impact on project size, schedule, and/or cost, we document it, highlight it and discuss it with you to ensure that the impacts are clearly understood by all. We would seek a written approval from the City of Marquette before embarking on any changes in scope. This approval process is also important at the end of every design phase.



STAKEHOLDER MANAGEMENT & REFERENCES

Locus will steer the team, ensuring coordination and management of the project towards successful completion. Our collaborative process is rooted in the responsible stewardship of resources, time, and personnel. This involves a meticulously crafted work plan, driven by clear **communication**, effective **team management**, and stringent **quality control** measures.

Communication

Clear communication is central to an efficient process. Our communication plan is designed to foster clear, consistent, and effective dialogue across all channels and stakeholders. This will involve the following:

- Establish distribution list and project communication work flow with Marquette Arts and Culture/ Community Services Department. We will engage with stakeholders for each phase/deliverables of the project. We will in turn share a contact list with Arts and Culture identifying names, roles, contact information, and expectations for communication.
- To minimize holes in information exchange, we recommend a **weekly check-in meeting** with Arts and Culture staff. We have found this helpful on projects of all types and sizes. The weekly check-in ensures that expectations are aligned and schedule is on track. We call this the **Project Management Team (PMT)** and would comprise of Constance Chen, Phil Hofstad, and Arts and Culture's Project Manager.

Design Team Management and Coordination

- Regular design team meetings are critical for ensuring coordination among all disciplines. These sessions include an 'around-the-horn' check-in, allowing each team member to review coordination issues and the project schedule, provide responses, and outline follow-up items.
- The use of BIM software hosted online allows for better workflow and coordination between all team members. Even consultants that do not use BIM software have found access to the site useful.

Quality Control

Quality control is integral to effective team management and coordination. Our quality control process includes:

- Use of a design checklist to manage and track request from Arts and Culture Staff and review deliverables at every phase
- Internal Peer Review
- Requiring consultant drawings be sent to us 5 business days before actual due date. This buffer period allows ample time to review and coordinate any last-minute changes or oversights.

In 2023, we proudly completed the picturesque Lake Byllesby Park Pavilion, a project conceived and brought to life by Locus for Goodhue County, MN and its residents. Our portfolio also includes boutique projects for Hennepin County, MN, where we've consistently delivered positive outcomes. For the majority of these initiatives, we've actively engaged with the public, crafting materials for outreach, designing survey questions, and attending open houses to gather valuable community insights. We've worked closely with Urban Ecosystems in the past, including a youth camp in the Twin Cities western metro area. We will work seamlessly with UE in creating a customized design process for you and your stakeholders.

References

Sara Mosman

Owner's Representative
Assembly
Project: Roots Community Birth Center
P: 701-367-5791
E: sara@assemblymn.com

Carol HejlStone

Design Project Manager
Minneapolis Park & Recreation Board
Project: Lake Nokomis Vendor Pavilion
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E: PHejlStone@minneapolisarks.org

Karen Appelbaum

Operations Director
Northwest Area Foundation
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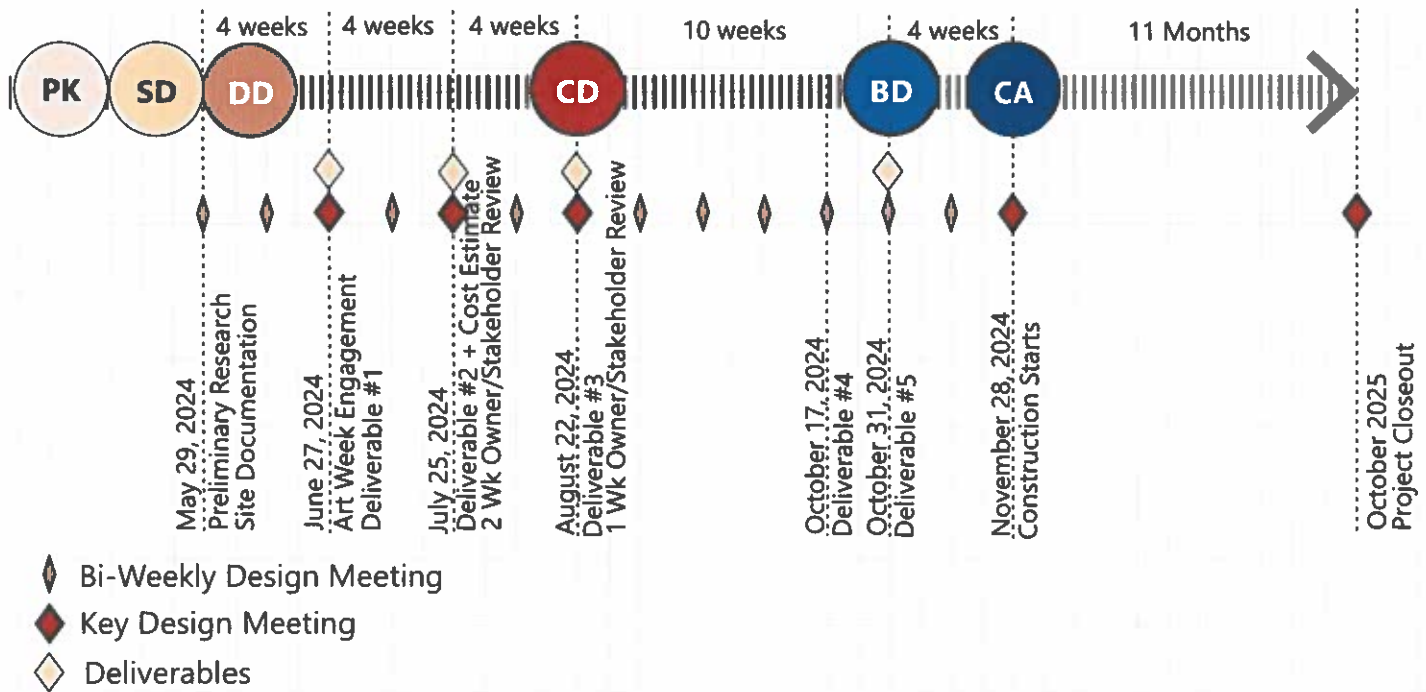
Ann Hutton

Building Our Future Core Team Representative
First Unitarian Universalist Church, Rochester, MN
Project: New Church in Rochester, MN
C: 507-696-5276
E: ahutton356@gmail.com



PROJECT SCHEDULE AND DELIVERABLES

The schedule outlined here is preliminary and based on initial information from the RFP. The work will proceed sequentially as described graphically in the chart below. Deliverables and Meetings are noted below.



Project Kickoff Schematic Design+ Design Development

Locus Architecture Design Effort

- Existing Conditions Assessment
- Define Project Goals and Objectives
- Define Space Criteria - needs and sizes
- Develop mood boards, inspirational images, and precedent studies
- Details and coordination of materials and relevant systems
- Meetings with Client and Stakeholders

Deliverable #1

- Existing Conditions Report
- Existing Building Verification
- Conceptual Renderings and Visual Inspiration

Deliverable #2

- Code review plans
- Site Plan in collaboration with GEI
- Floor Plans
- Exterior Elevations
- Preliminary 3D representation

Deliverable #3 (50% Completion)

- Code review plans
- Site Plan
- Floor Plans
- Exterior Elevations

- Preliminary Reflected Ceiling Plans
- Preliminary Interior Elevations
- Preliminary Building Sections
- Preliminary Building Details
- Preliminary Finishes and Selection Schedule
- Relevant 3D representation
- Cost Estimate for construction before moving to next phase

Suggested Meetings

- One (1) kickoff meeting (All Consultants)
- Five (5) 90 minute meetings
 - Three (3) Virtual
 - Two (2) In-Person

Bi-Weekly Design Meetings are with City Staff

Key Design Meetings may include additional stakeholders

Urban Ecosystems Design Effort

Scope of work will focus on the project's park improvements. The Schematic Design phase will establish the overarching park program and articulate a long-range, comprehensive vision for approximately 2.5 acres of urban park improvements. This area includes the current Lion's Park, Father Marquette Park, and the associated site-related improvements associated with building egress, parking, streetscape, exterior arrival courtyard, overlooks, performance spaces, trail connections, and other park program elements to be identified.



PROJECT SCHEDULE AND DELIVERABLES



Based on the comprehensive vision plan, we will work with the client and project team to identify those park improvements that can be completed during the first phase of construction. We assume the budget for this first phase of construction will focus primarily on the building program, with park improvements limited to those peripheral spaces adjacent to the building or areas to be disturbed by construction. Urban Ecosystems will prepare construction documents for this first phase of park improvements. Our construction documents will be prepared in coordination with the civil engineering scope of work (to be determined). During bidding and construction administration phases, Urban Ecosystems will provide standard professional services for those items directly related to our scope of work.

GEI CIVIL EFFORT

GEI will complete a topographic survey of the project site which will include the building, site features, parking, visible utilities, and elevations. Collection of the data may be completed by RTK-GPS and Unmanned Aerial System survey equipment. A CAD based base map will be created using the data collected in AutoCAD Civil 3D with one-foot contours.

The basemap developed will be utilized for evaluation and development of proposed site changes to include ADA access to the building from the parking area and the parking area itself. Cost estimates and Meetings at 50% and 90% completion.

GEI STRUCTURAL EFFORT

GEI will provide an initial structural assessment of the 2,300 square foot building. They will provide a summary memo of their findings with photo documentation. Additional services will be provided as requested to support the project.

MECHANICAL, ELECTRICAL, PLUMBING (MEP) To be mindful of project budget priorities, we will evaluate the current MEP system to determine what, if any, improvements will be required to building's mechanical, electrical and plumbing systems. Based on this analysis we will present options for the future MEP system, which may include retaining a MEP engineer for a complete system redesign, or working with the general contractor to either refurbish or replace the existing MEP system.



Construction Drawings

Design Effort

- Review log of issues and comments by client
- Integration of feedback from client
- Review project status and schedule with client
- Details and coordination of materials and relevant systems

Deliverable #4 (90% Completion)

- Code review plans
- Site Plan
- Floor Plans
- Exterior Elevations
- Reflected Ceiling Plans
- Interior Elevations
- Building Sections
- Building Details
- Finish Schedule
- Doors and Openings Schedule

Suggested Meetings

- Five (5) 90 min meetings
 - Four (4) Virtual
 - One (1) In-Person



Bidding and Negotiation

Design Effort

- Provide responses and clarification as necessary during the bidding process
- Prepare and coordinate addenda as needed
- Review the bid, verify scope and advise the owner as necessary



Construction Administration

Design Effort

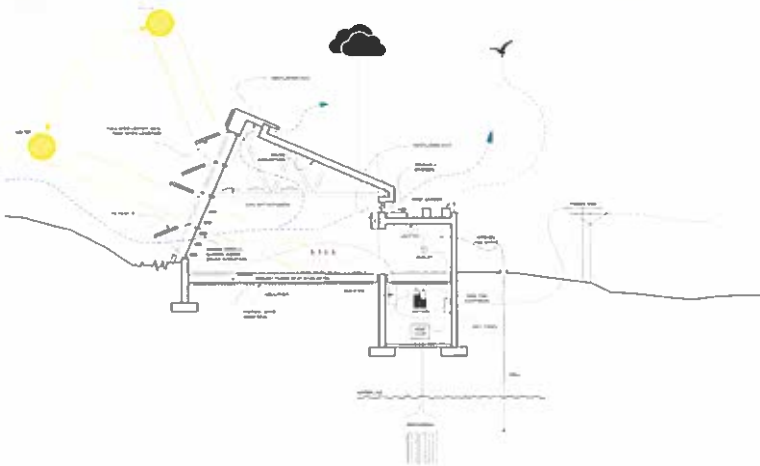
- Respond to Contractor's Request for Information (RFI)
- Provide Sketches (SK) as requested by Contractor
- Review site reports from the Contractor to check for conformity with the drawings
- Site visits at important points during construction as agreed upon between Owner and Architect



PROJECT EXPERIENCE

SUMMER YOUTH CAMP - ORONO, MN

LOCUS & UE COLLABORATION



PROJECT EXPERIENCE

SUMMER YOUTH CAMP - ORONO, MN

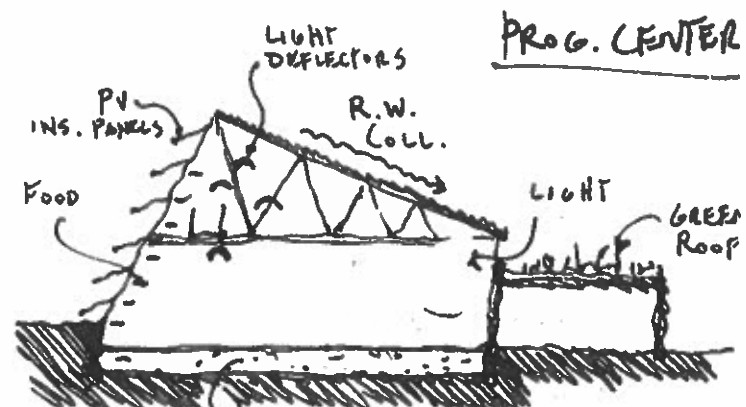
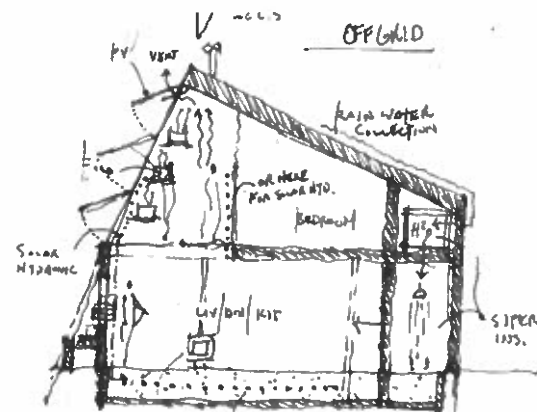
LOCUS & UE COLLABORATION

Locus and Urban Ecosystems just finished a multi-year building program for a Summer Youth Camp on an 18-acre site in Minneapolis/St. Paul's west metro. The first phase restored landscape, trails, and revamped a small building at the camp's shoreline; the second added 12,000 square feet of education space, a gathering pavilion, boat house, security features, permeable parking, a bus loading area, large rain garden, wetland restoration, and drought-tolerant landscapes that simultaneously interpret the site's glacial history while treating site stormwater. The site's development follows the client's four primary goals - sustainability, resiliency, restoration, and education for the coming century.

Working with the clients, consultants, and city officials, Locus designed a fossil-fuel-free campus that will sequester more carbon than it emits, eliminate stormwater runoff from any new or previous site development, and teach future generations about stewardship of communal lands. Camp buildings will provide barrier-free access to all users and genders, and gracefully serve campers, their siblings, parents, and grandparents at a variety of camp, religious, and life events.

References

Mark Matasovsky - Owner's Representative
Matchom
(612) 788-1401
mark@matcominc.com



PROJECT EXPERIENCE

LAKE NOKOMIS VENDOR PAVILION - MINNEAPOLIS, MN

LOCUS



The Minneapolis Park and Recreation Board, along with Sandcastle's owners, requested a restaurant and "terrace pavilion" that respected the historical context of the original 1930's refectory while producing a destination restaurant unique to its site and time.

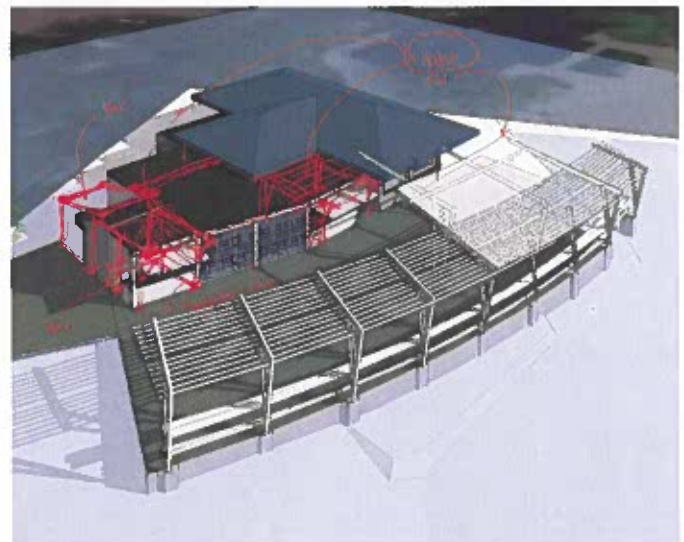
LOCUS fulfilled this request, retaining notable features such as deep roof eaves, overhead serving doors, and a T-shaped plan. These historical elements are complimented by a modern minimal treatment of the facades and the addition of a sweeping trellis overlooking Lake Nokomis.

The colors of the facade are derived from the restaurant's logo. At first glance, the siding is seen as a solid blue color, however, as one gets closer or the sun angle changes, the complimentary orange color emerges to produce complex and unexpected results. The north facade slatting covers a translucent wall and transforms the building from opaque (day) to light-emitting (night).

In a gentle arc that recalls the lake edge just beyond, the new seating rail and trellis maximize views along the shoreline, providing a unique dining experience among the restaurants in the Park system. This project was honored with both an AIA Minneapolis Merit Award and a Blend award.

Project Reference

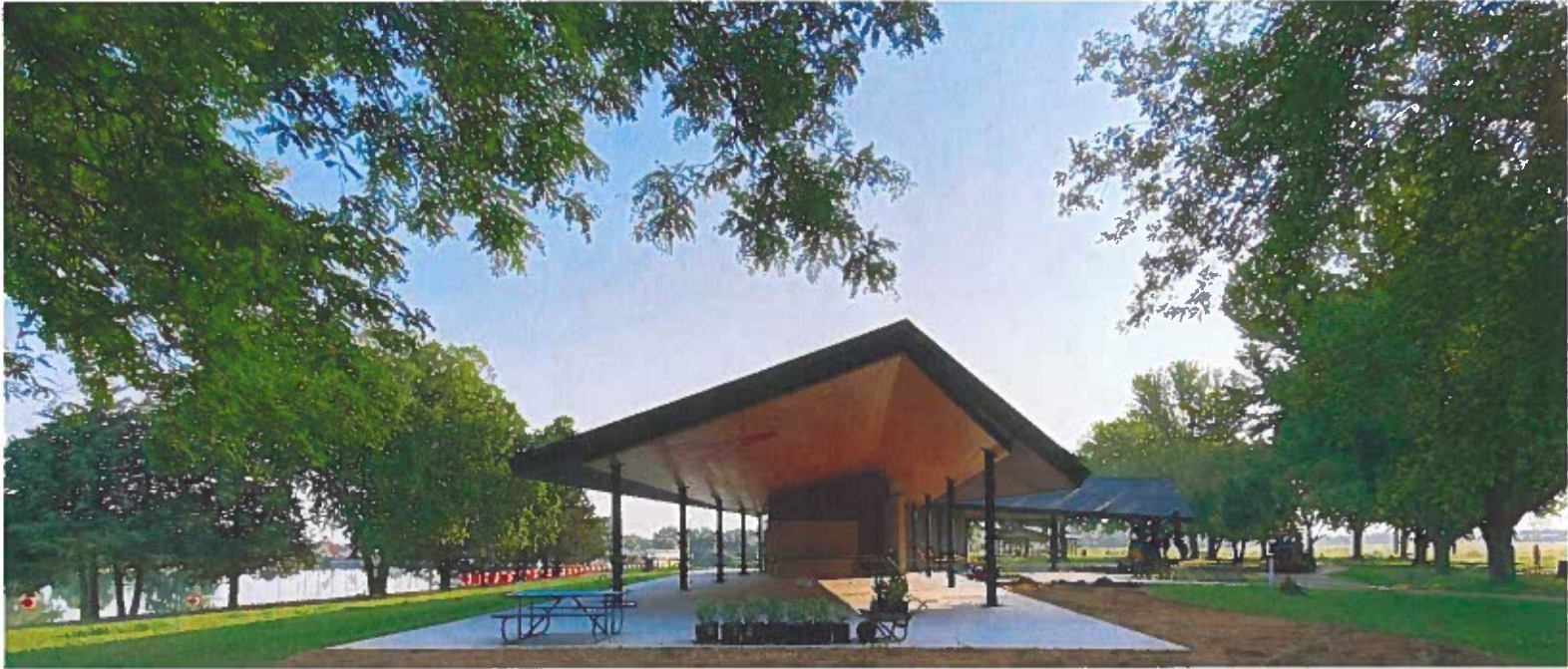
Carol HejlStone
She/Her/Hers
Design Project Manager, MPRB
phejlstone@minneapolisparcs.org
612-357-2421



PROJECT EXPERIENCE

LAKE BYLLESBY PICNIC SHELTER - GOODHUE COUNTY, MN

LOCUS



Locus began collaborating with Goodhue County Public Works to create a concept design and program for a picnic shelter and shoreline restrooms to secure a generous DNR Legacy Funding Grant. The resulting design responded to the rural context, anticipated future recreational development, and respected the guidelines of an existing Lake Byllesby Park Master Plan prepared jointly by Dakota and Goodhue Counties.

After grant funding was secured, Locus provided design and construction documents as well as public bidding support. The two structures are now complete and set to open in May. With an interpretive ceiling illustrating the Cannon River watershed underneath a “floating” roofline that frames the horizontal landscape, the design transforms what could have been an off-the-shelf pavilion into an informative centerpiece for the Goodhue County Parks system.

- Completion: 2023
- Size: 6,500 sf
- Budget: \$1.9 million

Project References

- Jennifer Ziemer - Goodhue County
- 2140 Pioneer Road, Red Wing, MN 55066
- jennifer.ziemer@co.goodhue.mn.us
- 651-385-3025



PROJECT EXPERIENCE

LEBANON HILLS TRAILHEAD - CANNON FALLS, MN

LOCUS

This trailhead building, included a new parking lot, picnic pavilion, bathrooms, and a rain garden – all designed to endure the wear and tear of "enthusiastic" park users and their (literally) all-terrain mountain bikes. Cost effective and durable materials such as concrete block, steel, and iPE were thoughtfully arranged to create a modern and inviting facility. In a unique collaboration with artist Kerry Dikken (Blasted Art), mountain bike tire treads were sandblasted onto CMU – elevating the common building material to a striking work of art relevant to the use.

With the new trailhead facility and miles of single track for riders of all skill levels, Lebanon Hills has become a signature trail network in the metro area. One of the few issues with the project is the facility's success - there is occasionally a lack of parking to accommodate the number of users!

- Completion: 2012
- Size: 2,200 sf
- Budget: \$600,000

Project References

- Josh Kinney (now with the City of Woodbury)
- 8301 Valley Creek Road, Woodbury, MN 55125
- joshua.kinney@woodburymn.gov
- 651-414-3435

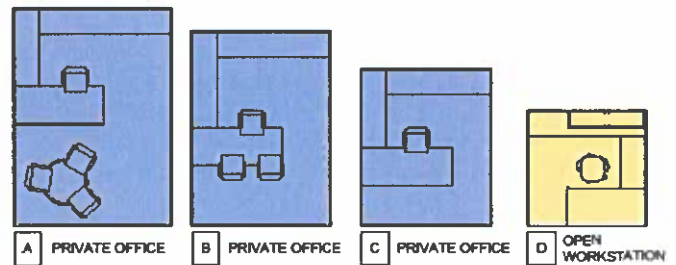


PROJECT EXPERIENCE

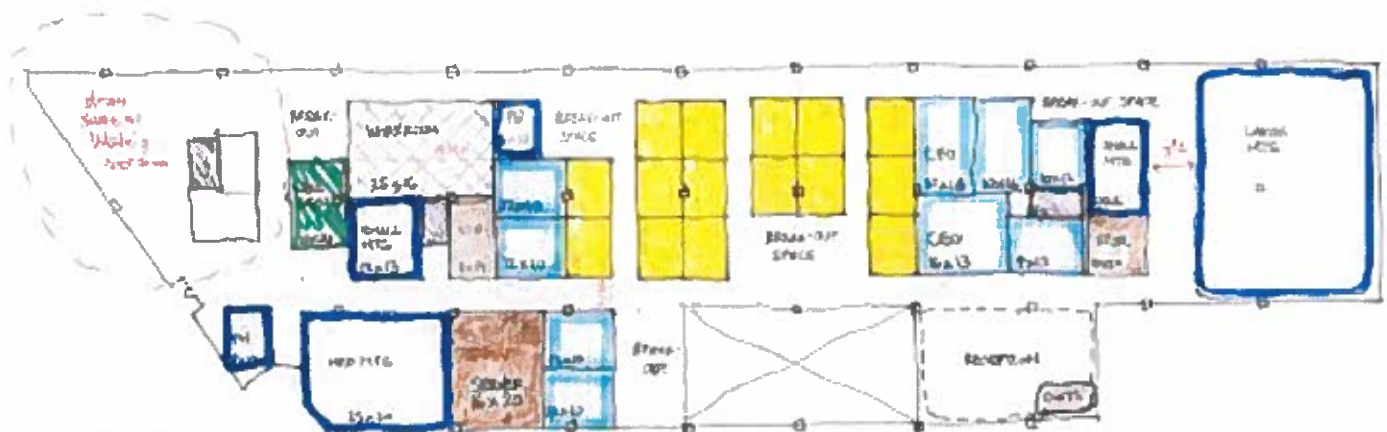
NON-PROFIT OFFICE REMODEL - St Paul, MN

LOCUS

LOCUS Architecture was hired by a St. Paul based nonprofit to re-imagine their existing office space to achieve their functional needs and demonstrate their mission of equity and wellness at work. The Non-Profit works extensively in Native and BIPOC communities and organizations, helping reimagine and restructure unjust systems. LOCUS proposed a layered design strategy to use new, reuse, and rebuild key elements within the existing building to create a lively, open, energetic space that reduced their leased footprint by 40%. LOCUS adeptly worked with the existing structural slab and generated specifications that reduced noise transference and mitigated dust during construction. This 12,000 square foot improvement will include a variety of space types to accommodate multiple modes of work and communication - from private offices to open, collaborative, and informal gathering spaces to focused, acoustically isolated virtual meeting rooms with up-to-date technology.



Planning Modules



Concept Plan Studies



PROJECT EXPERIENCE

NON-PROFIT OFFICE REMODEL - St Paul, MN

LOCUS



The LOCUS team provided full design, construction drawings including FFE, construction administration, and coordinated mechanical, electrical, plumbing, low voltage, and A/V systems.

Project References

- Karen Appelbaum
- Non-profit Operations Director
- P: 651-225-3877 | C: 612-296-5208
- E: KAppelbaum@NWAFF.org



PROJECT EXPERIENCE

THOMPSON PARK CENTER, Dakota County

LOCUS



Project Description

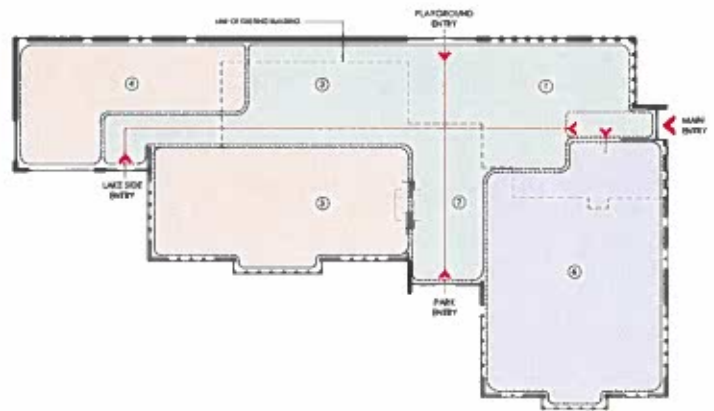
Locus Architecture is working with a multi-disciplinary design team on a second phase of park master plan implementation initiatives at Thompson Park in Dakota County.

We reviewed the County's feasibility study, developed a working program and provided multiple concept options for selection by the County. We navigated site challenges and existing conditions to design a 6500sf addition to the existing 10,000sf building. The building will function as a trailhead and contains the following spaces

- Classroom
- Visitor center
- Kitchen
- Offices
- Rental Station
- Storage
- Breakout Room for Programs
- Storage
- Restrooms

Project Reference

Christina Johnson - Project Manager
Dakota County
christina.johnson@co.dakota.mn.us
651-438-4672



Program Floor Plan Diagram



PROJECT EXPERIENCE

THOMPSON PARK CENTER, Dakota County

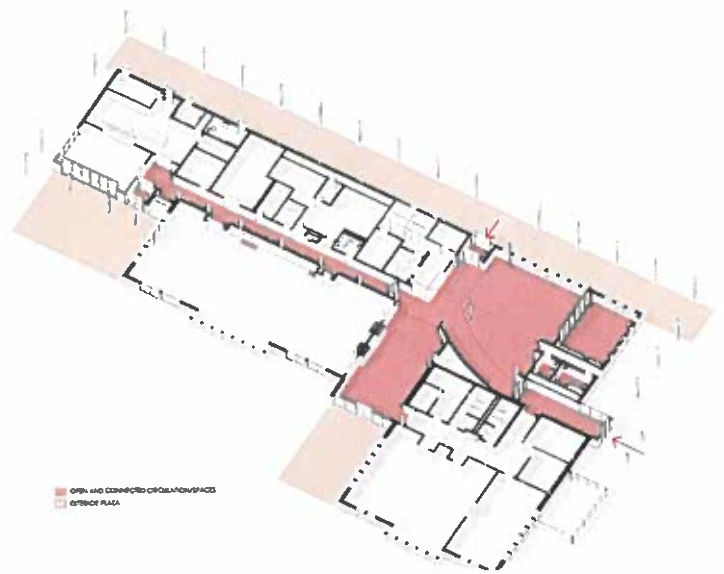
LOCUS



Interior Rendering - Visitor Center



Exterior Rendering - Rear View



Axonometric Floor Plan

PROJECT EXPERIENCE

FOCUS ARTS BUILDING - Minneapolis, MN

LOCUS

Project Description

The first time we set foot in the Focus Arts Building, it was a big open warehouse - full of dogs! The cacophony of barking, whining, and howling was deafening. When we finished up our initial measuring, we jumped on the phone with Seward Redesign to let them know we saw plenty of opportunity, but the cloying smell of urine and disinfectant might not ever go away. They reassured us, "this facility is going to be GREAT - an art center to make Seward proud!" The project brief asked us to provide distinct spaces for three arts organizations, FOCI - MN Center for the Glass Arts, Red Eye Theater, and Threads Dance Project.

Our plan organized a public gallery and teaching hot shop for the glass studio, access to north light for the performance spaces, new bathrooms, structural columns, and met the needs of a handful of existing art studio tenants. Functional needs guided our floor plan decisions, with the overlay of a coherent exiting and life safety plan. We also anticipated and planned for a Phase II within a year or two which will bring the public up close to the daily workings of a demonstration rooftop farm.

As with other projects where we've collaborated with Seward Redesign, we stitched together a project that created poetry, on a tight timeline, with a strict budget. Our collaborations with Redesign are holistic, yet fundamental to the belief that the vitality of a community is about the people who live there. Give them opportunities, offer them well-designed places, and neighborhoods will reap the benefits. We were able to do that and get rid of the bad smell!



PROJECT EXPERIENCE

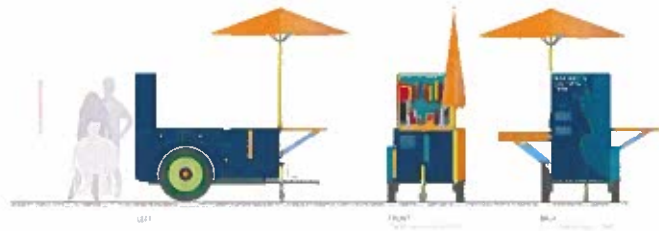
MARQUETTE CULTURAL TRAIL

URBAN ECOSYSTEMS

City of Marquette Office of Arts and Culture
Marquette, MI
Vision Plan - ongoing
1st phase implementation, Fall 2024

Situated along Lake Superior in Michigan's Upper Peninsula, the Marquette area's lakefront has attracted residents for millennia. The area's rich history stretches from nomadic tribes hunting caribou at the foot of receding glaciers to the centuries-old Ojibwe cultural traditions embedded throughout the landscape and lake. These traditions continue to be vibrant today. In the 19th and early 20th centuries, the area was the epicenter of Great Lakes iron mining, with local ore shipped from the city to feed the furnaces of steel mills in the eastern US. More recently, the city has enjoyed a renaissance of arts and culture. This vibrancy underpins the area's post-industrial economy, which is now centered on academic and medical institutions alongside tourism.

Capitalizing on this rich historical and cultural legacy, we are collaborating with the City of Marquette's Office of Arts and Culture, along with many city departments and local stakeholders. Their initiative is the Marquette Cultural Trail, which connects several historically significant sites along a nearly seven-mile, multi-purpose waterfront trail. The trail weaves among existing parks, piers, and river crossings, incorporating both the harbor district and residential neighborhoods. The initial Vision Plan establishes innovative opportunities to explore Marquette's past, present, and future through shared, multicultural stories of the people, land, water, industry, and development. The plan identifies standards for interpretive signs, spatial design guidelines, and web-based systems that collectively support story-based learning. The first phase of project implementation will begin with the installation of eight interpretive sites developed in coordination with place-based artist installations.



Mobile Cultural Cart concept



Interpretive Space Conceptual Prototype

CULTURAL CENTER TRAILHEAD + LOWER HARBOR PIERS

RECOMMENDATIONS

- 1 Create Birch Forest ring around Seven Grandfathers sculpture. Design to be coordinated with artist Jason Quigno
- 2 Evaluate opportunities for interpretive panels at existing boardwalk railing. Consider opportunities to modify existing railing for multi-purpose use. Improve seating options by removing existing raised planter and benches to create more welcoming space to relax and chill at water's edge
- 3 Consider opportunity for seat steps at south terminus of existing boardwalk, leading to water's edge
- 4 Evaluate opportunity for small community performance space/amphitheater in lieu of parking. Integrate "earth art" sculptural landforms to create multi-functional outdoor room
- 5 Improve parking and arrival experience at future Cultural Center. Consider universally-accessible terrace overlooks along the bluff edge and building, with interpretive elements regarding historic harbor development. Repurpose existing Lions Park elements



PROJECT EXPERIENCE

OKCIYAPI (HELP EACH OTHER)

URBAN ECOSYSTEMS

Walker Art Center
Minneapolis Sculpture Garden, Minneapolis, MN
in collaboration with Angela Two Stars, public artist
2021

In 2019, the Indigenous Art Commission and the Walker Art Center commissioned artist Angela Two Stars, in collaboration with Urban Ecosystems, to create a site-specific installation for the Walker's Minneapolis Sculpture Garden. The resulting installation, titled "Okciyapi," is a series of concentric rings that symbolize the levels of learning a language. In particular, the installation celebrates the Dakota language, which is currently in danger of disappearing. Dakota words, phrases, and teachings are inscribed throughout the piece. This contemplative space is a powerful and moving celebration of the Dakota language and culture.

The centerpiece is a slow-moving water feature that represents a drop in water that forms a ripple, spreading knowledge and understanding of the Dakota language. The concentric rings of benches spread outward from the center, symbolizing the ripples we make in our community through learning, action, and connection. The seats are inscribed with Dakota value words and visitors can use their phones to hear tribal elders tell stories in English and Dakota. The center space is encircled by a carefully selected plant palette including sage and prairie dropseed. As observed by the artist, "It's like the whole piece is surrounded by medicines, as I consider the Dakota language to be a medicine that acts as healing for the people that enter the space."

"Ripple Effects: A Conversation with Angela Two Stars" *Sculpture*, August 11, 2022
"Artist Talk and Tour: Angela Two Stars" <https://youtu.be/BmoFIQUXool?si=7VqnsYonUDabsXq>



PROJECT EXPERIENCE

CUMBERLAND PARK

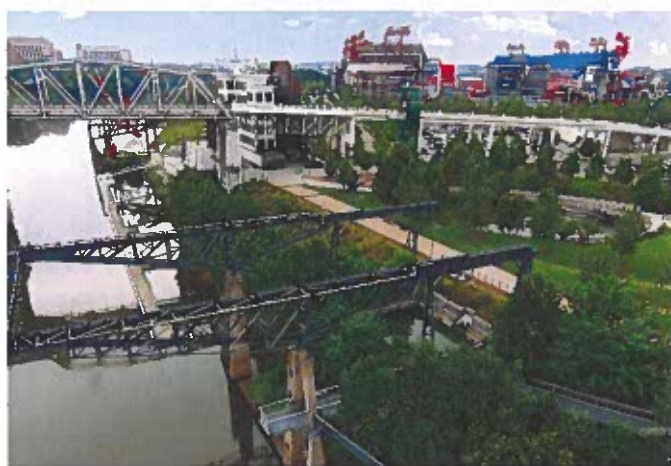
URBAN ECOSYSTEMS

Nashville and Davidson County Metro Government
Cumberland River, Nashville, TN
in collaboration with 17 subconsultant firms
2008

Cumberland Park is a unique urban park that promotes "Adventure" and "Nature" play for people of all ages. As a community destination, the \$10 million park is designed to provide a variety of urban ecology and cultural experiences that draw families and children from around the region. The design concept utilizes the landform patterns and landscape systems of the Nashville-region to provide a distinct, urban-ecology identity to the park.

The primary spatial-organizing strategy is a sculpted landform that winds through the park, providing creative separation of program areas while also preserving the river's floodway. The spaces and elements within the Park have been ordered in a composition that optimizes the graduation of age-specific play, the facilitation of care-giver supervision, ADA circulation, preserving industrial artifacts, performance space, and multiple river overlooks. The site also is a demonstration project for contemporary water-sensitive strategies, with off-site and on-site rainwater harvested in a 100,000-gallon cistern that provides the park's supplementary (and only) irrigation system. Underpinning the site earthwork are former industrial materials that were excavated from the site, including over 7,000 cubic yards of remediated lead-contaminated soils, 30,000 cubic feet of concrete rubble and nearly 3 tons of shoe leather.

Project was managed by Matthew Tucker while at Hargreaves Jones



PROFESSIONAL FEES

The fee estimate here is based off **\$1,117,500** total project budget. Assuming that soft costs are 30% (design fees, FFE, permitting), this leaves a fee of **\$820,750 for hard costs – building and associated site improvements**. We believe that most of the hard costs will go toward the building remodel and parking & accessibility improvements at this time. The fees proposed here are for SD-CD for building and site improvements related to the building. For park improvements, we have included schematic design scope in the landscape fees and would propose a negotiation of park scope after SD. We are willing to reevaluate this if our assumptions are wrong.

Fee Proposal

Role		DESIGN FEES	NOTES
Locus Architecture	Architecture	\$ 70,000.00	Fees are for SD-CA
UE	L Architecture	\$ 25,000.00	Fees are for SD-CD for building related landscape design and SD for trail design.
GEI	Structural Engineering	\$ 6,250.00	Fees are for SD-CA
GEI	Civil Engineering	\$ 19,000.00	Fees are for SD-CA
Mead & Hunt	MEP	\$ 2,200.00	Fees are for SD-CA
Loeffler	Cost Estimating	\$ 6,120.00	Fees are for SD-CD estimating
Total		\$ 128,570.00	

- Additional Services, if necessary and first negotiated with owners will be billed based on hourly rates noted below
- Reimbursables: Large size prints billed at cost and travel mileage billed at current IRS rates per mile.

2024 Billing Rates

Principal	\$215
Senior Project Architect	\$150-\$215
Senior Project Designer	\$150-\$200
Architect	\$130-\$150
Designer II	\$115-\$130
Designer I	\$100-\$120
Architectural Intern	\$60-\$75



END OF DOCUMENT