City of Marquette, MI

300 West Baraga Ave
Marquette, Michigan 49855

Meeting Agenda
City Commission

Monday, June 14, 2021
6:00 PM
Commission Chambers

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. Peter White Public Library Board, by Library Director Andrea Ingmire

Public Hearing(s)

2. Public Hearing-Conditional Rezoning of 616 Fisher Street - Roll Call Vote

3. Consent Agenda

- **3.a.** Approve the minutes of the May 24, 2021 regular Commission meeting.
- **3.b.** Approve the total bills payable in the amount of $986,521.53
- **3.c.** Application for License to Use City Property Adjacent to Street
- **3.d.** 2021 Fireworks Display Permit
- **3.e.** International Food Fest - Special Event Permit
- **3.f.** Proclamation - Arbor Day
- **3.g.** Schedule Public Hearing to Consider the Proposed Rezoning of 1651 S. Front Street
- **3.h.** Schedule Public Hearing for Planned Unit Development Amendment Request

New Business

4. Appointment of City Treasurer

5. Resolution Accepting MNRTF Kids Cove Grant Agreement - Roll Call Vote

6. Short-term Rental Resolution- Roll Call Vote

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

Comments from the Commission

Comments from the City Manager

Adjournment

Kyle Whitney, City Clerk

This meeting will be live on Marquette Charter Cable Channel 191 and will be broadcast (subject to temporary programming) as follows: Tuesday at 11a.m. and 6p.m.; Wednesday at noon and 8 p.m.; Thursday at 4 a.m. and 1 p.m.; Friday at 6 p.m.; Saturday at noon; and Sunday at 8 a.m. and 4 p.m.

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Agenda Date: 6/14/2021

Public Hearing(s)

Public Hearing-Conditional Rezoning of 616 Fisher Street - Roll Call Vote

BACKGROUND:

The Planning Commission held a public hearing on May 04, 2021 for the consideration of conditionally rezoning the property at 616 Fisher Street from Medium Density Residential (MDR) to be zoned Mixed-Use with Conditional Rezoning (M-U CR). Pursuant to the Michigan Zoning Enabling Act (Public Act 110 of 2006, as amended) Section 125.3405, "An owner of land may voluntarily offer in writing, and the local unit of government may approve, certain use and development of the land as a condition to a rezoning of the land or an amendment to a zoning map". The following motion was made:

It was moved by S. Mittlefehldt, seconded by A. Andres, and carried 4-0 that after conducting a public hearing and review of the application and STAFF REPORT/ANALYSIS for 02-REZ-05-21, the Planning Commission finds that the proposed rezoning with conditions is consistent with the Community Master Plan and meets the requirements of the Land Development Code Section 54.1405 and hereby recommends that the City Commission approve 02-REZ-05-21 with the following conditions – that 1) the proposed conditional rezoning is contingent upon retaining all land uses [Permitted and Special Uses] allowed in the Medium Density Residential District and the permitted uses in the Mixed-Use district that have been identified by the applicant, and that Special Land Uses for the Mixed-Use District be confined to Accessory Use, Non-Single Family Home, Bed and Breakfast, bed and Breakfast Inn, Child or Day Care-Group Home, Domestic Violence Center, Intentional Community Dwelling, Accessory Dwelling Unit, Foster Family Group Home, and Rooming House; and 2) that 6' fencing in the rear yard will be repaired and maintained; and 3) that all socializing by residents and staff happens in the rear yard; and 4) that resident capacity meets the requirements set by the Fire Department.

Yes: A. Andres, M. Dunn, M. Larson, S. Mittlefehldt
No: None

Under procedures in accordance with section 54.1405 of the Land Development Code, the Planning Commission is offering the recommended amendments to the City Commission for final approval. A hearing has been scheduled in accordance with section 54.1406 of the Land Development Code and will now be conducted.

FISCAL EFFECT:

None.

RECOMMENDATION:

Following the Public Hearing, approve the Conditional Rezoning of the subject property at 616 Fisher Street to Mixed-Use with Conditional Rezoning as recommended by the Planning Commission and in compliance with Land Development Code Section 54.1405.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- Minutes of the 5-04-21 PC Meeting
- 02-REZ-05-21 Combined
- Correspondence

OFFICIAL PROCEEDINGS OF THE
MARQUETTE CITY PLANNING COMMISSION
May 4, 2021

A regular meeting of the Marquette City Planning Commission was duly called and held at 6:00 p.m. on Tuesday, May 4, 2021 by remote means (due to the COVID-19 pandemic).

ROLL CALL
Present: A. Andres, M. Dunn, S. Mittlefehldt, Vice-Chair M. Larson
Absent: Chair J. Cardillo, W. Premeau, E. Brooks (excused)

AGENDA
It was moved by A. Andres, seconded by S. Mittlefehldt, and carried 4-0 to approve the agenda.

MINUTES
The minutes of April 20th were approved by consensus.

CONFLICT OF INTEREST
No certain or potential conflicts were stated.

PUBLIC HEARINGS
A. 02-SUP-05-21 – 1103 and 1107 N. Fourth St. (PIN: 0320320 & 0320330)

Zoning Official A. Landers stated that that the Planning Commission has received agenda packets which included the staff report and analysis and showed that on the screen, and she also showed the applicant's Special Land Use Permit application with attachments including the area map with the parcel outlined in blue, the block map with parcel outlined in blue, and photos of the site. She stated that on screen, she has the memo for the staff report. She read into the record the memo for the staff report, which stated staff has reviewed the special land use permit for a duplex dwelling use, and with the special land use, you have your requirements, the four requirements that you have to meet and then the standards for a special land use review.

She stated that there was one item of correspondence that is in the agenda and another item of correspondence that was received today, from Margaret Jacich, and she read the correspondence. She stated that that was the only additional correspondence she received for this.

M. Larson stated that that they can hear from their applicant now.

Mr. John Myefski stated that he and Josh Dawson are here to speak about, specifically, what they are trying to do is pretty much that neighbor wrote a very nice letter, which is pretty much exactly hits what they are trying to do. He stated that he is originally from Marquette. He stated that he grew up on Magnetic Street, and he saw the destruction of the neighborhood and never really fully understood why it was happening…so piecemeal, he got the idea they were trying to create parking lots. He stated that he also understands why that kind of had to happen, but when the opportunity came about to think about what would happen after the new hospital was built, they actually did a master plan for this area and that master plan was used by several different entities that were looking at the hospital, and that fell apart for many different reasons, basically the demolition cost of the hospital, the environmental cleanup of the hospital, things associated with that, so that led to, he thinks, the hospital deciding to sell some of these lots. He stated that he only saw it when he was home for Christmas, and at that point, he bought five lots, he bought everything that was remaining and that was still available, and that is a lot at 362 Park St., a lot at 368, two lots with two weird addresses, but it is really just one parcel on Magnetic Street right across from the emergency entrance. He stated that this corner lot, which had two addresses, but let us just call it 1103, and then there is one just down the block from this at 1115 N. Fourth Street. He also stated that his goal is to put the houses back to where they really belong and kind of restore in this neighborhood. He stated that he grew up in this neighborhood, so he knows it and he really wanted the opportunity to just find a way to put the homes back in a sense, in a scale that was something that was appropriate for the neighborhood, in scale with the surrounding homes, not trying to do anything too large, but he is trying to find the right

balance for what the neighborhood might need, what the people want to live in that neighborhood are going to be looking for, and the ability to kind of meet the market conditions that are out there right now, so the homes that they are looking at for this particular lot, when they focus in on this one, this is the only one that they know they have plans to put a duplex on it, and it is because it is a larger site and it meets the criteria that would allow it to be a duplex. He stated that they have had conversations with people at the City about the potential for other sites, but the sites that he listed off, the addresses on Park Avenue, their intention is just to put a single-family home on those locations. He also stated that they are all smaller lots. He stated that they are not big, beautiful lots, but they are 45, 46, 47 feet, so they are generally narrower in width, and they would not permit the idea of a duplex.

He also stated that the reason they are here tonight is the opportunity to create a duplex. He stated that the purpose of them doing a duplex is this is a very large lot for this neighborhood, and there is a great opportunity for them to help keep the cost down to do two homes on one larger lot, which at one point actually was two parcels, but both of those parcels were long and narrow, and they fronted on Fourth Street. He stated that originally, they thought maybe they could just have them front on Fourth Street, but that didn't really feel very neighborhoody on Fourth Street, so they really liked the idea of having the homes front Park, and for that reason, that is why they ended up with this plan. He stated that they have gone through it and worked with Andrea to kind of come up with things that generally would be conforming in nature. He stated that it is their understanding that as a duplex, there has to be some part of the units that actually adjoin each other, so that is basically what they have done with these two units next each other. He stated that what they are showing them is two homes that probably will have a basement, but they do not have to have a basement, but they would end up being around 2000 square foot each. He also stated that they would have a two-car garage, and they are envisioned to be a three-bedroom home with all three bedrooms being on the second floor and all the living areas being on the first floor. He stated that they think they actually fit really nicely on this particular parcel.

M. Larson asked A. Landers to bring that up on the screen. Mr. Myefski stated that the architectural sense of what they are trying to create with these is really to keep the strong gable shape that they might see with a traditional home, but actually do it in a more clean and consistent way with something that might be a little bit more transitional architecturally, and he thinks it still will be something that can be relatively considered timeless as time would go on, but when you have a duplex next to each other, what they did want to make sure is that each owner has a bit of character and a bit of charm with their individual home, even though these two homes generally are basically very similar, exactly just the flip-flop on either side of each other. He stated that is effectively how they got here. He stated that he thought he did want to take this opportunity to answer a couple of the questions. He stated that going to the first page might be best because it has got that rendering. He stated that their intended use for these duplexes and for all the homes that they are building is to build them to resell, and they are trying to do this in the most affordable way they possibly can, and to do that, they have to try to keep things efficient in the use of materials, the way that they build it, the design, and also the construction types of how things come together, and square footage, and so in fact these are not huge homes, but they are not small. He stated that 2000 square feet, with 1000 square ft. of living area he thinks is really decent size, and to be 100% honest with them, of the homes they are intending to do, these will probably be the larger of those homes.

He stated that because they are doing the duplex, they want to be able to offer a little bit more opportunity for a little more space inside on these lots and especially because the lots are a little bit larger in size, so the intent is to sell these. He also stated that he will never preclude the idea that we would have the possibility to rent them, but they are not being built as rentals. He stated that they will all be built for sale, and when they would sell them, the new owner obviously has the right to do whatever they would want to do with it. He stated that there are fair housing guidelines, so he always wants to be careful about what he is saying when it comes to that, but their intent is to build to sell. Whether we build these first or we build one of the single-family, his gut feeling is they will actually build the one that is behind this, that is conforming on a lot smaller lot, but it'll be a smaller home. He stated that is going to be the first one that will happen with the site. He also stated that that they understand that the neighborhood is concerned about rentals and students, and they support their concern 100 percent. He stated that they do not have anything against students, but they are not going to help the neighborhood improve. He stated that what they are really hoping to do is to bring people back into this neighborhood who want to live here. He stated that it could be empty-nesters, it could be families, we cannot control who moves into it, but they certainly can

design towards what they are looking for, and right now that will split from families to empty-nesters. He stated that is kind of the focus of what they are looking at. He also stated that these are two stories, so they probably are more transitional for families, and they are looking at doing some that would be a single-level home, and that would obviously be more available to empty-nesters and seniors because everything will be on the same floor, so, again, for sale, not for rent. He stated that they will do anything they can to help improve the neighborhood in that regard, but the best thing they think they can do is just to add to the housing stock and build new housing. He also stated that another question that came up is they are not aware of any remediation that needs to happen on this site. He stated that he that he talked it over with his mother and the furthest they can go back is they know this used to have a grocery store on it. He stated that he cannot tell them that they are not going to find a fuel tank or something, but it is not a commercial site, so they do not have any concerns of environmental cleanup, but they will go through the process and follow all the guidelines that are required to clean up this site if anything were to be discovered, so effectively, that is the overall goal.

He stated that he knows some people are probably wondering what these things and what these different homes might cost, and that is a really tricky question right now. He also stated that these are being bid out. He stated that this particular one is not going to be bid out until he has a chance to make sure that they can do it and get it approved, but some of the smaller ones that they are doing are being bid out, and they got numbers back, and their goal on their smallest home is to actually offer it at around the $225,000 range, and they know this neighborhood has kind of a limit on where they can go with costs, but they know there is a strong desire for people associated with the University, people who just want to kind of move back into the city, and that is the market and the target that they are going after, so they think basically compared to the values of some of the things that are out there right now that that should be considered affordable. He also stated that it is not really super inexpensive, but it is a market that does not exist right now, so a lot of these homes that sold by the hospital that were around here, many of them are listed $125,000, $135,000, $140,000. He stated that they all sold in the upper hundreds, so they sold for far more than market or what they were asking for, so he thinks getting above that $200,000 mark for a brand-new home is something that seems quite reasonable, and they kind of hope that by doing this, it will bring more people back to the neighborhood. He stated that every home that they are going to do will either have a two-car garage, or if it is a very small home, they would potentially look at doing a single-car garage. He also stated that there would always be parking available in front of the garage, so there should not be any on-street parking issues, and with that, he can kind of turn back to any questions. He stated that their intentions are 100% to just be able to do something that is kind of good for everybody. He also stated that they are doing this as something where we want to make a profit, but he will be honest - their profits are going to be very low and maybe on the few houses very low, but their longer-term goal is to do this, and they had approached the hospital to purchase all of the lots and parking lots along Magnetic Street on this side of Magnetic Street, so the south side of Magnetic Street, and, unfortunately, they were not willing to sell them all of those parking lots at this point, but they will still keep working on them, and hopefully, they are able to kind of work that back, and if they are able to do that, that would be the same intention. He stated that they would still want to do single-family homes, but they might come back to them at some point because that is much a large parcel and see if there is the opportunity to do duplexes on that location as well. He stated that, again, the intent is not to jam homes in or to have anything be too tight, but it is just to keep costs down as much as possible. M. Larson stated thank you and asked Mr. Dawson if there was anything that he wanted to add. Mr. Dawson stated that not at this time. M. Larson stated all right, thank you. He stated that they will hold their questions until they get to their kind of their discussion point here if that is all right and asked A. Landers if they have anybody for public testimony.

A. Landers stated that there are 11 people in the waiting room and asked if he wanted her to bring each one in one by one to find out if they are for this case, and then if they are for another, that is how they will find out. M. Larson stated either that or bring them all in at once and then just ask them. Nobody waiting commented on this case.

> *It was moved by A. Andres, seconded by S. Mittlefehldt, and carried 4-0 to suspend the rules for discussion.*

A. Andres stated that he just wanted to keep the conversation moving.

S. Mittlefehldt stated that she is just wondering if Mr. Myefski could speak to - they saw another piece of correspondence in their documentation from a neighbor that was generally really supportive of it. She stated that she thinks everything she has read and what he presented looks excellent and does not really meet a lot of the different aspects of the Community Master Plan, but one thing that the resident who wrote the letter was concerned about or just curious about was about landscaping, she believes, and the replanting of trees. She stated that she knows on the site plan that was submitted, it looked like existing trees would be preserved if possible, but if he could maybe address the landscaping plans and trying to make it not just architecturally fit into the neighborhood, but thinking about the landscaping plans as well. Mr. Myefski stated that he thinks that is excellent point to bring up, and they fully intend to do a great job on the landscaping. He also stated that one of the things they wanted to do is just put a fence around it to give the neighbors some privacy on both sides of that, and they do need to do a little bit of buffering on the back of the landscaping from that brown house because that is full of college students. He stated that he has nothing against that, but it is something that will be an issue for them, so they will probably be buffering with landscaping, most likely arborvitae and a couple of extra trees that would give them a little bit of density, and then they will do planting along Park Street and a little bit along Fourth Street all around the outside perimeter of the fence. He stated that they will probably leave some of the heavy-duty landscaping within the fence. He stated that it will all be lawn, so they would intend to sod it all, but they will leave some planting beds that will be available within the fence, and that is really intended just for the purchasers to have their ability to kind of do their own landscaping within, so there are a few trees. He stated that they are disappointed always when they have to take any trees down. They are trying to keep basically four of them on the site that are there, but several of those trees are directly in the center of the lot, and they will, unfortunately, need to be removed. He stated that there is just really no way around them to develop the site. He stated that, basically, they sit right in center, and he thinks overall, the idea of the landscaping and the fronting, and the fence, and the way that they would do it is to be a good neighbor at Park, and so that they look like they are two new homes on Park that are kind of something that is in the scale with the rest of the homes that are there, whereas if they fronted Fourth Street, they would kind of have their side, a very long side, facing that part of the property, and then they would have two houses that front a busy street, so they think this is kind of a win-win situation where they can improve this particular piece of property, and if people feel that what we are doing helps to improve the neighborhood, he thinks it certainly does, and that will be slowly filling in the missing teeth that exist in the neighborhood on these lots. S. Mittlefehldt stated that was great and asked another question too - staff noticed that there was a six-foot-high privacy fence listed in there on a side yard and they were asking if that could be reduced to a four-foot-high to comply with the (inaudible). Mr. Myefski stated yes. S. Mittlefehldt asked if that is a problem. Mr. Myefski stated that it is no problem. He stated that they will do that. He stated that they just wanted on that one side to reduce the height on effectively the north side or to get as much height as they could for the fence because of the home that is there, but what they will do is they will just do the four-foot fence and then they will landscape within our property to give them a little bit better buffer, most likely with evergreens and arborvitae. S. Mittlefehldt stated great, thank you.

M. Dunn stated that he had a question regarding the canopy and if either of the applicants could chime in on this, but he is kind of curious as to why the canopy was not an extended around to the south-facing elevation just to try and get a little bit of a benefit from shading the high summer sun and letting in the winter sun, just having a little bit of overhang over the first-floor windows. Mr. Myefski stated that it is a great question, and they did look at that. He stated that what it felt like it kind of started to do was really pull the two homes together a little bit stronger than they would like and it kind of made it feel a little bit more like one building than kind of giving them some separation and privacy between the two, so they just thought that that was a better element because they understand the shading for sure, but because they are in a northern climate, they wanted to really fill the room with as much sun as possibly we could, so they will be using argon-filled glass with all the solar possibilities that they can get out of glazing for it, but that is really the only reason, and then the idea is that it just connects the front door and the back door, so they are trying to do things as minimal as possible, again, just to keep the costs down. M. Dunn stated that it makes sense. He asked another kind of design question that is - again, it is not really relevant to the approval, but just for his understanding of the design and such - but it seems like the Park Street elevation is going to be great, but he is wondering what the view is going to be from Fourth Street. He stated that it looks like it is going to be looking at the side of the barn, and he has seen those elevation drawings. He also stated that he is having a hard time kind of seeing what they are going to be like together, and he is wondering if with the fence and then the garage without really any glazing and then he is just kind of

wondering if that is going to be a fairly industrial sort of look there from that side and wondering if there is anything in the landscaping plan that - he might have just even missed it - but if there is anything in the landscaping plan that might kind of soften that up a bit. Mr. Myefski stated that their intention is to actually have that side, it is basically somewhat of a side yard, but he is 100% right that it is the front yard for Fourth, and so their intention is in front of the fencing areas to landscape. He stated that they do have to deal with this corner, this double corner angled setback for the landscaping and the view corridor, but they can actually still use the landscaping that we want to soften that, so the first idea is the fence kind of is somewhat of a buffer, and then the second idea is to have plantings that go up above that. He stated that the garage is simple on its side, there is no question, but the front he thinks are going to have this contrasting wood element, and so that what they are looking at there is that is actually intended to be a stained cedar on the front and the back, and so it does have some contrast, but there is some simplicity to that, and they are hoping that is really just that simple, clean design coupled with the layering of going from the fence, landscaping to the garage to then the house setback at the furthest point to it and some of the trees that they have will really help to soften that blow, so well aware of it, and they definitely will going to be going out of their way there to improve that.

M. Dunn stated that is awesome and thanked him, and then stated his last question is totally irrelevant for approval, but just out of curiosity, is if they are going to be able to hold on to that that big, huge evergreen on the southwest corner. Mr. Myefski stated that he is not sure if they actually can, to be honest with him. He stated that it is pretty close and asked Mr. Dawson if that is right. Mr. Dawson stated that yes, that that one is pretty close to where they are placing some of the elements with the garage. M. Dunn asked maybe the garage. Mr. Dawson stated yes. M. Dunn stated that you got to do what you got to do - just curious. Mr. Myefski stated that if they can, they certainly will, but they do not want to chop half the branches off and have it look odd as well. M. Dunn stated thank you.

M. Larson stated that from his point of view, he thinks it makes sense. He stated that he is glad to see some potential development in this neighborhood and bringing some family housing back into the neighborhood. He also stated that it is certainly good to see. He asked if we have any more questions or discussion amongst commissioners. He stated that if not, he would entertain a motion one way or the other.

> *It was moved by S. Mittlefehldt, seconded by M. Dunn, and carried 4-0 that after conducting a public hearing and review of the application and Staff Report for 02-SUP-05-21, the Planning Commission finds that the request meets the intent and requirements of the Land Development Code Sections 54.1403 and 54.613, and hereby approves 02-SUP-05-21 with the following conditions – that an amended plan is submitted with the fencing moving from 6 feet to 4 feet in height and fifty-percent open construction.*

B. 03-SUP-05-21 – 450 E. Ohio St. (PIN: 0171945)

Zoning Official A. Landers stated that that the Planning Commission has received agenda packets which included the staff report and analysis and showed that on the screen, and she also showed the applicant's Special Land Use Permit application with attachments including the area map with the parcel outlined in blue, the block map with parcel outlined in blue, and photos of the site. She stated that on screen, she has the memo for the staff report. She read into the record the memo for the staff report, which stated staff has reviewed the special land use permit for a duplex dwelling use, and she did receive two pieces of correspondence for this after the agenda was posted, and she read the correspondence from Babette Welch and Greg Seiple at 424 Cedar, and then they had another piece of correspondence from Adrian Fure at 415 Cedar St.

> *It was moved by S. Mittlefehldt, seconded by M. Dunn, and carried 4-0 to suspend the rules for discussion.*

S. Mittlefehldt stated that she has a question that she feels like they might have talked about in the past, but she just wanted to get clarity on this. She stated that she is excited to see an ADU application come across their desks, and she thinks they will see more of them. She stated that she was wondering about how the short-term rental process fits in, so let's say she believes this property will be part of it anyway is going to

be Airbnb and not the short-term rental, but if a person is building an ADU and they have a permit to do Airbnb at that property, her understanding is they cannot rent out the ADU. She asked A. Landers if that is correct. A. Landers stated that is correct. She stated that she can show her here on the screen. She stated that Item K under the requirements is duration of the lease or rental. She stated that leasing or rental of the ADU for less than 30 days is prohibited. S. Mittlefehldt stated that okay. A. Landers stated that the applicant "understood." S. Mittlefehldt stated that okay. She stated that that is what she thought. She stated that she just wanted to clarify that was what she assumed, and that is something - different can of worms, not related maybe right now, but just something to think about.

M. Dunn stated that he is wondering about, he guesses it is the Standard for Approval H for the attachment options, he thinks it was probably just an oversight or lack of creativity on their part, but the actual verbiage in that Letter H there for the attachment option says that if it is a detached structure that the ADU is located in, it needs to be on the second floor. He stated that this one appears to be on the lower level, which, in his opinion, meets the intent of what they are trying to do there, but they may want to go back and look at that verbiage how they have it in the code.

City Planner and Zoning Administrator D. Stensaas stated that he thinks that this was an oversight, and if this case presents an opportunity to demonstrate that there is a completely viable first-story ADU, then he thinks that bears upon them to make an interpretation that that was an oversight in the code, and they could move forward with that interpretation. A. Andres stated that he would be in favor of that since, particularly with the accessibility issues as well. M. Dunn stated that he is in favor of that as well. He stated that he fully believed that the intent of that statement was to make sure that it was part of the structure. He also stated that he does not think that anyone intended to mandate that it was only on a second floor and it couldn't be on, especially in a situation like this where the second floor is the only viable option for vehicle parking. He stated that, again, he thinks that the intent is certainly met. M. Larson stated thank you and asked A. Andres if he has anything else to add. A. Andres stated that no.

M. Larson stated that as for himself, he is happy to see that we have an application before us for an ADU that looks as though it does meet everything in the Land Development Code, and he would also be in favor of making that interpretation. He stated that given that, it seems to be pretty straightforward. He stated that he certainly would entertain a motion on this item.

> *It was moved by S. Mittlefehldt, seconded by M. Dunn, and carried 4-0 that after conducting a public hearing and review of the application and Staff Report for 03-SUP-05-21, the Planning Commission finds that the request meets the intent and requirements of the Land Development Code Sections 54.1403 and 54.612, and hereby approves 03-SUP-05-21 as presented.*

C. 02-REZ-05-21 – 616 Fisher St. (PIN: 0130101)

Zoning Official A. Landers stated that that the Planning Commission has received agenda packets which included the staff report and analysis and showed that on the screen, and she also showed the applicant's Conditional Rezoning application with attachments including the area map with the parcel outlined in blue, the block map with parcel outlined in blue, the zoning area map with parcel outlined in blue, existing photos of the site, the Mining Journal Notice, the excerpt of the Master Plan showing the Future Land Uuse map indicated with the location, and, again, the excerpt of the Master Plan with the Proposed Zoning Map, rezoning considerations for planning commissioners, and the correspondence that was received prior to the agenda being posed.

She stated that there was one item of correspondence that is in the agenda and another item of correspondence that was received today, from Michael Lenten, and she read the correspondence.

Ms. Michelle Halley, attorney for the applicant, stated that she wants to provide a little bit of background to the Commission. She stated that she is the attorney for Superior Housing Solutions and put together the application. She stated that Mr. Redmond will be able to answer any questions about what is actually occurring at the home as far as the services that are being provided to the residents and so on and so forth, but she thinks it is important for the Commission to understand that this application is requesting nothing

more than what has been going on at this home for almost 40 years now. She stated that she thinks it began in 1982. She stated that the home was licensed as an adult care facility, and then in 1992, that transitioned to basically a boarding home as it was considered under the City's ordinance at that time, and 16 residents were allowed at that point through the use of a Variance, and the Variance specifically states that the owner at that time cannot sell the home with the Variance traveling along to the new owner. She stated that Tina Bender is the owner and is here with us, and she is ready to sell the home. She stated that Superior Housing Solutions, the co-applicant with Tina, is ready to purchase the home. She stated that they have not done so yet, but they would like to do so, but their interest in the home certainly is to continue running the home essentially as it has been operating for approximately 40 years, so because of that Variance language, really the Rezoning is the most appropriate method the City has to address this particular conundrum. She stated that she submitted the application, and in it, we walk through the parameters set out in Section 54.1405H, which is the Conditional Rezoning Section, and she would be happy to answer any questions about that, but probably their questions really go more to the operation of the home, and Ryan is the person to answer those question, but she just wanted to make sure that they were thinking about this application in the context of the property's history and the historical use that has been going on there for literally decades.

Mr. Ryan Redmond, the applicant and founder of Superior Housing Solutions, stated that as Michelle said, we are just continuing the use of the house with additional supports to ensure the participants' success. He stated that they have ongoing support at the location from ACT, which is a community team through Pathways that checks in daily with about half of the residents that are there. He also stated that they have community health workers that are there probably three to four times a week, considering the workload. He stated that the community health workers deal with the *social determinants of health.* He stated that they do everything from provide the primary care physician to transportation to that to rehab facilities and treatment centers. He stated that they have people with diabetes in there, that they have actual care that takes place in the house. He also stated that they have a doctor that comes to the house as well for one of their participants because of his shortcomings and his reclusiveness.

Ms. Tina Bender stated that her mother-in-law owned the home for many, many years, ran it, and she passed in 2011, so her husband and she took over, and they wanted to move, so they started hunting and it took about probably a year and a half to get to where they could make some sort of a deal with Ryan to at least keep it going for them until they could get to this point. She stated that they want to help people and that her mother-in-law and father-in-law helped people, and so they did not want to just sell it as an ordinary house. She stated that it is not an ordinary house. She stated that it has got eight bedrooms and three bathrooms, and that it is pretty large, and a standard family would not work, so it would be their dream and their desire to keep it as it is and rezone as it should have been properly a long time ago maybe.

M. Larson stated that he understood. He stated that he thinks they are going to withhold their questions at this particular time, so if there's nothing else she wants to add at this at this moment, he thinks they will withhold their questions. He also stated that as it is a public hearing, they will invite anybody who wants to get public testimony in. He stated that after public testimony takes place, at that point in time, the Commissioners will come back to discuss, and they will ask questions to the applicant group at that point in time. He asked A. Landers if she would not mind bringing in all the folks that would like to make public testimony, that would be super.

Mr. Nick Emmendorfer of 609 Pine St., stated that he just wanted to speak in support of the rezoning for the Fisher Street House the hearing is for today. He stated that he has worked closely with Superior Housing Solutions since they've opened and their executive director, Ryan Redmond, and their board. He stated that they are a great organization, and they are filling a lot of gaps in service, and as you know, he works as Executive Director for Room at the Inn, and they opened their permanent shelter, which was a great step for this community, but if we really want to address homelessness, we need other agencies like the one before you tonight to fill other gaps and to give outlets from the shelter so that we have places to move individuals into, out of homelessness, so he thinks this would be a great use for the Fisher Street location for another housing option for people in our community, and he thinks it is run by a great organization, so he appreciate the Committee tonight having this hearing, and he hopes they vote in the favor to approve the rezoning.

Mr. Jim Barowski of 107 Lakeshore Dr. (Ishpeming) stated that he is President and CEO of Goodwill Industries, and he is calling in in support of 616 Fisher Street. He stated that there have been many studies going on right now concerning affordable housing. He stated that is one of the issues going on in Marquette, but a bigger issue is the homeless and the disadvantaged, and 616 Fisher Street has been a solution for those folks that have had the inability due to mental illness or addiction, and it is about time that we provide some support and housing for those people. M. Larson stated that if he is complete, thank you for his comments, and we will bring in the next individual to speak.

Ms. Kayla West, of 6022 10th St. in Kenosha, WI, stated she does not live in Marquette anymore, so she is not even sure she can testify. She stated that she used to live in Marquette, and she has been involved in Room at the Inn and Spare Housing Solutions, and I also want to give a shout out to Tina Bender. She stated that she has worked with her in the past when she was living in Marquette. She also stated that she just wants to also speak in support. She stated that she knows both Nick and Ryan. She also stated that she knows that the Fisher House is doing a good service. She stated that it is able to step in in emergencies when there is no other place to step in. She stated that the residents there are really in (inaudible). She stated that she thinks when Tina Bender was there, it was pretty much Tina Bender all by her lonesome trying to do (inaudible) work, and now with Spare Housing Solutions, there are quite a number of entities also involved, and she think it is very healthy. She stated that the location for what Spare Housing Solutions does is ideal, being where it is on that side of town near the hospital, near other social services. She stated that she is done and thanked them all for considering. M. Larson stated that he thanked her for her testimony and appreciates that.

Ms. Michelle Metz, of 400 College Ave., stated that she works with Superior Housing Solutions and is one of the community health workers that works with the guys that live at Fisher Street, and she wanted to speak in support of the rezoning because they have a really great home at Fisher Street right now for the men who live there and are able, as Nick stated, to offer a place to catch some of the overflow when the shelter has more guests than they can currently accommodate, and, also, many of the men who live there are not able to get housing in any of the other public housing facilities in Marquette, and so their house actually is really their last option. She also stated that that many of them have been living there for a long time. She stated that it has a family atmosphere. She also stated that they have a house manager who he cooks dinner for them, and they also give the guys opportunity to do service work in the community, and she thinks it would be really unfortunate if they if they lost the house, and there would be 13 people with nowhere to go, and we would lose it as a second support after the homeless shelter, so she is hoping that they will take all that into consideration as well as the fact that the house has been used for a very similar purpose for the last several decades and vote to rezone so they can continue providing the service that they are providing in Marquette. M. Larson stated all right and thanked her.

Mr. Rick Bissonnette, of 601 Fisher St., stated that his wife Pat and he have lived at 601 Fisher which is right across the street from 616 Fisher. He stated that they both oppose the rezoning because as it stands now, the house has to be run by people, from what he understands, that live in the house. He also stated that the Benders, who he thinks own the house still and he is not sure, have not lived there for about a year and a half, but now from what he understands, they want to have an outside firm hire managers to take care of the place versus having the owners live there, and he wants to oppose that for a lot of reasons. He stated that they have lived across the street for a long time, and even though his family - he raised his two granddaughters and his kids and everybody there - they have had endless problems with the people across the street. He also stated that a lot of these are documented with the city police, everything from public urination, exposure, stalking by a criminal sex offender of his daughter years ago. He stated that recently they had the police over because one of the tenants at the house kept harassing his daughter and running up to the car when his granddaughter and her were getting out of the car and asking if he can help, and his daughter actually had to lock the windows and then they called the police. He also stated that they have had damaged property, stuff stolen out of their garage, including tools. He stated that he came home one day, and one of them was urinating against the side of his garage. He also stated that they have had things thrown at our house. He stated that they spent $400 or $500 on of flowers to come home and have all the flowers all cut up. He stated that they have had all these things, so he feels, and so does his wife, that if an owner lives there, which currently the Benders do not live there - he does not know who really runs the place because they keep to themselves - but he feels that if an owner that lives in the house runs it, they have more control over what goes on there versus an endless turnover of different managers run by an

outside firm. He also stated that he feels that the problems that they encounter would only become worse under that scenario, and he personally would rather have the house go to a family or an individual than to have it be a group home, but that is not what's being discussed, and he understands that, but he currently thinks that if the way it is now, if the Benders were still living across the street, which they have not for a year and a half, he feels they would have better communication as to make a lot of this stuff stop. He also stated that they have endless streams of cop cars and ambulances and fire trucks and things biweekly or weekly, or at least monthly over at the house, so it is kind of an interruption. He stated that he asked his grandkids to not speak to the people across the street. He also stated that he cannot let his grandkids go out there and play by themselves. He stated that he has to be out there with them or his daughter or somebody has to be, and he just does not feel that it would be better for him or the neighborhood or for the City to have an outside influence with an endless turnover of managers. He stated that is why he opposes the rezoning. M. Larson stated he thanks him for his comments.

Ms. Kim Frost, of 292 Town Hall Rd. in Skandia, stated that she works in Marquette for Lutheran Social Services, and she has worked with the homeless population for about 15 years now and worked with the Bender House when it was Bender's and since then as it has transitioned into the Fisher Street House, and like so many of the people have attested to, that home provides such an essential service to some of the most marginalized citizens that we have in our community. She stated that they are people who are incredibly vulnerable to homelessness, and without the home operating as it is for that population of the people, you will have 13+ people who will be homeless and, as Michelle stated, would not be able to move into the traditional housing programs that we normally think of. She stated that they do not meet the criteria. She also stated that they would not be eligible, so it is essential that they maintain that home and also maintain the level of support and all that that comes with Superior Housing Solutions and what it provides, so she is in great support of the approval of the rezoning and hopes that they as a community recognize the essential role that programs like this play in housing their most vulnerable citizens. She stated that is it and thank you. M. Larson stated thank you.

> *It was moved by S. Mittlefehldt, seconded by A. Andres, and carried 4-0 to suspend the rules for discussion.*

S. Mittlefehldt stated that she had a question for Mr. Redmond. She stated that she heard a couple of the folks who were just providing some testimony mention that the clients or the people who live at the Fisher Street House do not have other options because they don't qualify for other maybe subsidized housing. She asked if he could elaborate a little bit on that, just to kind of educate them a little bit because she does not know that much. She stated that she knows they have a significant homeless population and affordable housing crisis in Marquette, but she does not really know much about the details of the population.

Mr. Redmond stated that what they mean by *there is no other options* is that a lot of the time, a lot of these chronically homeless folks that we support in the Fisher Street location, they do not have rental history, they maybe have felonies on their background that prohibits them from getting in public housing, they have a lack of ability to maintain traditional housing. S. Mittlefehldt stated that okay, thanks.

A. Andres stated that he was just wondering - he knows one of the conditions of rezoning is to have somebody actually living at the home, and he has just been wondering - he knows they have vendors coming in and out, but do they actually have someone operating that is living there.

Mr. Redmond stated yes. He stated that during the day, it is supported with community health workers and/or a recovery coach who is there during business hours, and typically their house manager is there throughout the day, but he is there from evening to morning every day. A. Andres asked if there is a gap when the residents are by themselves. Mr. Redmond stated that there is no gap. He also stated that there is 24-hour coverage there at all times.

M. Larson stated that from his perspective, there are a couple things that he has a bit of interest in discussing. He stated that one of them is in the application when they are looking at rezoning this to mixed use, he has crossed off several items on the permitted principle uses for the property to make this a conditional rezoning. He stated that personally, he thinks he would like to see that also on the special land uses, so if this were to transfer again in the future to another owner, those special land uses that are that

are also out there would then also be up for consideration at some at some future need, and so he thinks there are several of those Special Land Uses that should be crossed off here that kind of come more in line with what your permitted uses of that property are, to do that and where some of those likely do not fit anymore, and so with the conditional rezoning would potentially run with the land, just to make sure that those special land uses do not kind of follow through as well, if that makes sense. He asked staff, everything being equal, if that is something they need to walk through right now as far as which ones we would recommend. D. Stensaas stated that he would recommend walking through that right now because it is not an extensive list. M. Larson stated that yes, and he knows there is a variety of other questions that are associated with it, but this was his first thought, and if the rest of the Commission wants to entertain that, let's walk through that one at a time. He asked if that would be alright with them. A. Andres stated yes.

M. Larson stated that there are certain uses that come to mind that make it easy that they would remove, but let's just go straight down from the top. He stated that non-single-family residential lots is an accessory use. He stated that D. Stensaas might have to chime in here on this this one here. He stated that it is accessory used for a non-single-family residential lot. A. Landers stated that it would be an accessory use to a commercial use. M. Larson stated that okay, and this is essentially becoming - if they do this, this would become kind of an official commercial venture, he believes, because he thinks this is kind of falling under a little bit of that community health care services with this, so that one likely stays. He stated that adult foster care, they already have that one crossed off, and he thinks that one would go away. He stated that he thinks bars would go away. He stated that bed and breakfast, bed and breakfast inn, childcare/daycare group home, they have those crossed off. He stated that he thinks those go away, and then he guesses they tell him whether or not domestic violence abuse shelter if they would be really interested in having something like that remain on the list. He stated that he would be interested to hear from them on that. Mr. Redmond stated that he would say domestic violence abuse shelter. He stated that they have helped male individuals who have been in a domestic violence situation. He also stated that that is not what their primary use would be. M. Larson stated that he understands, and they are just thinking about future uses that they just want to make sure that special land uses also line up with kind of the permitted uses which he is suggesting. He stated that intentional community, maybe that stays, and that foster family group home, that may be in that same vein. He stated that he thinks fraternity house likely goes away. He stated that homeless shelter, he knows it is not exactly a homeless shelter, but it provides some of those terms. He asked commissioners if that would potentially stay. A. Andres stated that he would say that it does not fall in that category, but that is just him. M. Larson stated that okay. He stated that it is not a homeless shelter, so maybe that also goes away. He also stated that is not a hospital and goes away. He stated that hospital hospitality house, he does not think that is in there. He stated that hotel or motel, light manufacturing, marijuana safety compliance facility, nursing home, convalescent home, extended care facility, assisted living likely go away. He also stated that outdoor entertainment and community events, food and beverage service, recreational use, and then he guesses the only one left on this list here is really a rooming house as that was its original intention, but he thinks it is a relatively very few in the special land uses that he thinks should stay in it, and he guesses fellow commissioners will tell him if he is off base here. A. Andres stated that he does not think he is off base.

M. Dunn stated that he thinks that's making sense to narrow it down as much as they can. He also stated that he is not familiar with what the specifics of a rooming house is. He stated that he thinks sometimes this type of use would also be called a halfway house, but he does not know that they even have that in their list of land uses. D. Stensaas stated that that would probably be the the closest thing to this in any other zoning district where halfway houses are only allowed in, he thinks, in multifamily residential districts and some of the waterfront form-based area, but the rooming house allows - it is much different than the way this particular facility was operated, and that is one reason it is a legal, nonconforming rooming house because the current definition of rooming house is a dwelling occupied where rooms in excess of those used by the immediate family unit can be leased to persons outside of the family with no attempt to provide the cooking or kitchen facilities because that gets to be a bed and breakfast, and in that case, the rooming house now, the model is in a single or two-family home where you can rent up to three rooms to outside persons. M. Larson stated that is right, and, again, he knows this is not what they are applying for over, however, just narrowing it down if there is going to be a conditional rezoning, narrow it down as far as you can would be one of the things that he would be after. D. Stensaas stated that on their list, they have domestic violence abuse shelter, intentional community, foster family group home, and rooming house, if he got that correct. M. Larson stated yes. D. Stensaas stated that it sounds like a reasonable list for special uses. Ms. Larson

asked the applicant if he would be okay with this list being changed to having those crossed off on special land uses or including those four items. He stated that, again, D. Stensaas could say that out loud again one more time. He stated that he thinks it was rooming house, foster family group home. D. Stensaas stated the domestic violence abuse shelter, and intentional community. M. Larson stated yes. Mr. Redmond stated that they would be okay with that. M. Larson stated all right, and he thinks that was one of the first things that he thought about and was just making sure they have that. He stated that he does have one other question him as far as permitting principal uses, so now their rezoning will certainly come with changes that they potentially have make, and then within these permitted principle uses, he guesses this is kind of health services or it is a little bit of a combination of health services as well as, he guesses, not exactly multifamily. He asked of those permitted uses, where they see themselves falling. Mr. Redmond asked if it was the permitted uses that that Mr. Stensaas just said. M. Larson stated that yes, so those are the land use, and asked A. Landers if she would not mind bringing up the application one more time so he can see the items that they have crossed off. He stated that they left a variety of dwellings and then health services, and then home office, and these other related uses, and so he thinks they kind of fall into a number of categories as far as health services and then dwelling services, but asked if that presents him with any additional hurdles that you have to get over and asked where he sees this business falling.

S. Mittlefehldt stated that she does not mean to interrupt, but asked if he could maybe clarify for Mr. Redmond because people who are not enmeshed in zoning and planning might not be really familiar with the difference between a special land use and maybe Mr. Redmond does, but if she was coming to this process and was not enmeshed, I might not know the special land use permit and how is that different than permitted uses, so maybe could he just give a little explanation on it. M. Larson stated that he apologized and thanked S. Mittlefehldt. He stated that kind of looking at this process, he is applying for a permitted principle use for this property for this business as a change from where the property stood previously. He also stated that in the application, he has crossed off several items with his organization and with his attorney for which you do not wish to operate this facility as, so he has that this facility could operate under any of these items that are not cross out. He stated that this is this is going to be that principle use. He also stated that what he is talking about with special land uses is that in the future, if this property were to ever change hands again, as it stands right now is you own this for five years, decide you want to sell it to another party, another party could come in and suggest that they wanted to open a bar, a bed and breakfast, so on and so forth down that line, and they want to limit the scope as necessary in changing out of the original variance that is there when we do this rezoning process, so the issue that he just went through, talking about trying to limit the special land uses, really speak to future uses that are beyond him, beyond his group likely here, but it is to narrow the use of this property down to what he intends to use it for because it is a conditional rezoning for Mixed Use, and if his attorney wants to speak to this as, that is perfectly fine, and, again, from what it seemed, he was just asking if this falls under Health Services, for example, does that change the structure, does that change any of the permitting that he has to go through internally with Pathways or so on. He asked if there is additional permitting that needs to go into compliance to operate a kind of an official service center like he is suggesting here because previously, like he said, this was operating under a Variance, but by changing zoning, does he have to go through any other compliance issues like with Pathways Mental Health that may not previously have been required by changing zoning. He asked the commissioners if that makes sense what he is trying to ask, and if it does not, maybe somebody can help clarify.

Ms. Halley stated that she thinks it makes sense. She stated that Health Services seems to be the most appropriate primary use category for this organization, although as they pointed out, it is providing a place to live, so some of the dwelling categories, there is some overlap. She stated that it is not a neat and tidy situation necessarily. She also stated that is why they kept all of the dwelling categories, most of them anyway, open. She stated that as far as the special land uses, she does not anticipate this group seeking a special land use permit for what they are currently doing or want to do, and so they could see this home at some point maybe if it gets resold 10 years down the road, who knows what somebody would want to do with it, but certainly Superior Housing Solutions has no problem with limiting the special uses that are allowed under this rezoning to leave just the four categories that D. Stensaas listed off. She stated that it is certainly no conflict with the use that is anticipated in the near to mid, to long term future. She also stated that as far as additional licensing, Mr. Redmond understands that he may need to talk with the Building Code folks and things like that. She stated that she does not think that this will trigger necessarily any state licensing needs for the uses that they are currently utilizing, but certainly, he is aware of different uses that

require state licensing and would obtain those licenses if they become a requirement of what the house is doing. She also stated that they are not talking about becoming licensed Adult Foster Care facility in the way that it is defined by DHS, for example, at this point. M. Larson stated that he understands, and he is glad she followed what he was asking. He stated that he appreciates the comments there.

M. Dunn stated that his primary question right now, he guesses, is up for discussion among the commissioners, but he is trying to understand how or whether this is an appropriate use of the conditional rezoning, and, he guesses, he still has not come to form an opinion, and it is just his own lack of knowledge in what constitutes an appropriate use of the conditional rezoning and what does not, and it is hard for him to come to a decision without doing some more studying on this. He also stated that he wishes he had an opinion or had more to say on it, but he is just not educated enough on it.

M. Larson asked D. Stensaas if he would like to weight in really quickly because conditional rezoning certainly has its own set of rules under statute, and it does not necessarily fall under the same rules as spot zoning and otherwise, so this is a special process that they have used in the past as well, if he recalls, with their conditional rezoning that they did over on U.S. 41 in South Marquette for the old - he asked to be reminded of the building - previously. D. Stensaas stated its the Union Grill. M. Larson stated that they have gone through this previously as far as that goes, but if D. Stensaas wants to make a comment on that, please do so. D. Stensaas stated that he would first go back a little bit to the explanation that he was talking about for the various land uses in the list that was provided by the applicant, that they are willing to go forward with, and another level of explanation is that rezoning runs with the land, and that is why it is important for the Planning Commission to establish right now to make a recommendation on those uses because nobody knows what the future is going to hold and this property could change hands in three years, and that rezoning will run with the land, so if that future owner wants to operate something on that list, that is fine, and if they don't, then they might have issues to contend with to see if they can go back for another rezoning because he is setting that up for long-term, decades of the specified uses for this land unless the City approves another rezoning, and, honestly, the City approves very few rezonings. He stated that it is not very often that the City deals with rezoning cases, and the conditional rezoning is a new tool for the City of Marquette. He also stated that other communities have had it for a bit longer, but the City just adopted this process when the Land Development Code was adopted in 2019, and this is a very different process, being that the applicant is suggesting what they are looking for and will accept, in terms of it is basically a tradeoff. He stated that they are not going to negotiate that with the applicant, but that this process is somewhat of a negotiation, and whatever is decided here on that list, that list of uses is going to be what goes forward to the City Commission. He also stated that the spot zoning that normally is a big issue with looking at whether rezoning should be approved or not, that does not apply to a conditional rezoning because this is by definition a spot zone. He stated that this is creating a zoning district that does not necessarily fit the area, or some uses of a zoning district that do not fit the character of the area, and in this case, a bar would not, so just adopting the Mixed-Use district here would not fit this zoning district. He also stated that looking back at those uses, he thinks why would a bed and breakfast not be an acceptable special use for that list, and there may be a couple other things, but this is a long-term process they are talking about, not just for Superior Housing Solutions necessarily. M. Larson stated that he thanked D. Stensaas.

M. Dunn asked if he could chime in a question there. M. Larson stated that yes. M. Dunn asked D. Stensaas if he can explain to him - one of his concerns is how this conditional rezoning sort of short circuits the community input. He stated that he looks at the community input as the Master Plan, and what they are doing is going to change what was indicated in that Master Plan, and it is a public hearing, so he guesses people can contribute that way, but he is just wondering if there are any issues there or any logic behind when that is a good thing to do or not because in this case they are not correcting an error or they are not correcting an oversight in the Master Plan, so he understands it is a historic use. D. Stensaas stated that it is a good question, it is very perceptive, and he is not even sure if Mr. Dunn he was living in Marquette when the Master Plan was overhauled in 2015, and he is not sure if it was in the 2015 or the 2018 update, but conditional rezoning was a recommendation of the zoning portion of the Community Master Plan, so that is why it was adopted into the Land Development Code. He stated that that came as a recommendation from the Community Master Plan because it is a very useful tool in some circumstances. He also stated that they do not want it to become an end-around for the standard zoning processes, but there are some exceptions. He stated that they all know there are too many laws where it is cookie-cutter,

and things do not fit, and that is why conditional rezoning for some properties might be the perfect tool, and in this case it is probably the only tool that would accomplish this request.

M. Larson stated that they would have Commissioner Andres speak next, and then they will have S. Mittlefehldt. A. Andres stated that he thinks D. Stensaas answered his question.

S. Mittlefehldt stated that she was just going to say to kind of address Commissioner Dunn's comment about why are we getting into the weeds with narrowing the special land use permit for this case, but she thinks if they go back to the questions that we need to ask ourselves with the conditional rezoning, the first thing is if this is where they get to be pragmatic and we really look into the nuances of this particular piece of property and think is this an appropriate location for this zone, but we see, like D. Stensaas was saying, maybe not a bar, but it certainly seems like it has been operating as has been mentioned for decades as this rooming house, and it is serving this important function for our community now, so she is kind of in favor of the conditional rezoning because they know they have all been involved in conversations about the importance of affordable housing and supporting our homeless members of our community, so she thinks she would be in favor of going this route. She also stated that she understands the neighbors' concerns, and she can imagine how stressful some of those encounters must be, but thinking like as the Planning Commission for the Community as a whole, and thinking about the goals of the Master Plan and how it fits into the Land Development Code, she thinks we have an opportunity to try to figure this out, and Commissioner Larson started to help us go down that road a little bit…"Okay, let's say we do make this a mixed use zone." She stated that here we have an opportunity to say, "Well, which of those mixed uses might be appropriate moving forward." She stated that she thinks they are heading in that direction. She also stated that it is something that takes some thought, though, obviously.

M. Larson stated that he would just like to point out here as well, they are making a recommendation to the City Commission, so they are making a recommendation for either the conditional zoning for or against it, and whatever way they go, they are not the final decision on this. He stated that it will go to the City Commission, and so just keep in mind when they do make a recommendation, there are a variety of things that may need to go into that recommendation as far as why it is being made. He stated that he would like Mr. Redmond or Ms. Bender to just address the community concerns that we heard tonight, whether or not they know that that was happening or what safeguards can they put into place or are in place that can help mitigate some of those scenarios that are happening, and they can appreciate the concern that is there and can also appreciate the need for facilities like this in the community, but this is an opportunity to chat about that or just have a response.

Ms. Bender stated that she will respond to their comments. She stated that almost everything that they said happened when Evelyn Bender and Fred Bender were still alive, so those are things that happened way in the past. She also stated that those people are no longer there, have not been allowed there for 15, 20 years. M. Larson stated thank you, and asked Mr. Redmond if he would not mind mentioning some of the kind of safeguards that he may have in place, or what are the situations and how you may deal with those issues moving forward. Mr. Redmond stated that moving forward they are implementing a nice patio area in the backyard, which will be the congregation area, where they tend to hang out in the back. He stated that previously, they were kind of allowed to smoke out front, but they are making the area in the back yard to where they can be. He also stated that that as far as the ambulances being there, and the police - and they can look at the records - but most of the time, it is medical. He stated that they have people with pancreatic issues. He also stated that they have people with severe mental illness in the house, and there are some times where they will call the ambulance for healthcare purposes we have. He stated that they have a security system put in place to cut down on other people coming there. He also stated that they do not allow visitors that do not reside in the residence any longer, so that will cut down on traffic in the area, and they have community health workers and recovery coaches in there working on the harmonization of the house daily. M. Larson stated thank you for that. He stated to fellow commissioners he does not know if you have any other discussion or questions for the applicant here.

M. Dunn stated that he does not have a question for the applicant, but another one for commissioners and staff. M. Larson stated that he was just going to kind of move to that, so if they can move out of the kind of the question phase and into just a little bit of their continuing discussion to help move this towards a resolution one way or the other, he thinks that is where they would like to be headed.

Ms. Bender stated that she does have one other question, and she put it in chat, but she has not gotten anything back from anybody, but in regards to the special use permits, would it be better to leave all of the items there minus the bar, of course, with nothing crossed off so that it if something were ever to happen where Superior Housing Solutions had to dissolve or moved elsewhere, something of that nature, that it could become a home daycare with somebody living in there or it could be the bed and breakfast. She asked if it is better just to leave all those things in there or not. M. Larson stated that he thinks when they make a recommendation, that is one thing that they will have to kind of have a final discussion on amongst the commissioners here, so he appreciates her bringing that up and pointing that out. He stated that he was not looking at the chat box. He stated to Commissioner Dunn that if they do not have any other questions for the applicant and if they have discussion amongst themselves and for staff, let's see what they can make happen.

M. Dunn stated that one of the questions that he keeps coming back to is where this ongoing use fits in and what the proper definition is for this particular use. He asked if fits under health services or if it fits under, and he is not sure on that, but he is also wondering whether that even needs to be their focus or if they just focus on if this is the appropriate location for mixed use with the limited amount of uses that they have presented here and if it is appropriate location for that zoning and not worry about what use they may define the historical use as, so he is looking for input on. He asked if he just limits to specifically the criteria that they have got listed here, or does he need to try and figure out whether this is going to achieve the applicants' goal?

D. Stensaas stated that he thinks because this is a very specific use that has been stated, it has been defined to some extent, that it makes sense for them to clearly understand that the use is going to meet one of those in the list of uses, one of those land uses, and health services - again, he will just repeat the definition of the establishment engaged in providing diagnostic services, including general medical services, medical labs, outpatient care facilities, and the definition may include an inpatient/outpatient mental health or substance abuse treatment facility. That is probably as close as they are going to get in their zoning in the Land Development Code for a definition, and just for comparison, this might have been called a halfway house in certain other conditions. He stated that is defined as a house license by the State Agency for continued care, treatment, and counseling of individuals who successfully completed institutional treatment and who would benefit from a controlled atmosphere in a residential setting.

S. Mittlefehldt stated that she did not have her hand up, but she was just going back to the four that we had talked about with the special land use permit. She stated that those were the domestic violence abuse shelter, the two different dwelling uses and then rooming house. D. Stensaas stated intentional communities, foster family group home, and rooming house. S. Mittlefehldt stated that okay. She also stated that she thinks she is okay with that if that seems like that aligns with the functions of this particular situation if it meets the bill.

A. Andres stated to correct him if he is wrong, but this sounds like an awful lot of it is spot zoning, and spot zoning seems to be illegal, if he is not mistaken. M. Larson stated that this is a separate piece because when you do conditional rezone, it is not across the board everything within the permitted and special land use piece, and so it falls out of spot zoning - and stated to D. Stensaas that he can correct him if he is wrong - is that by limiting the number of permitted uses that are in there, they fall into a conditional zoning situation, which moves away from the spot zoning issues that are there, so they are saying that there is a limited use. He stated that it is not across the board use for this multi-use. He stated that right now, they are talking about limiting it to these specific pieces, which he believes brings them out of any spot zoning situation that may be there.

D. Stensaas stated that is right, so it is almost a limited review. He also stated that spot zoning is not completely out of the equation, but you are kind of taking a modified version of it into account and basically making a judgment of what is being proposed, does it meet the character of the area, and not looking at those other criteria in the spot zoning list of criteria, but to Ms. Bender's point, he thinks it does bear looking at the possibility of this property being used differently in just a few years. He also stated that there is no reason not to look at things like the daycare or a bed and breakfast, but the exercise that they went through probably did eliminate most of the things that would not fit the character of the residential

area. M. Larson stated that revisiting after hearing that, he thinks he would be able to - and with S. Mittlefehldt's explanation, saying, "Hey, this is our chance to look at what is appropriate here in the future." He stated, again, special land uses, it for some reason five years from now it changed hands, they would still have to come before us with special land use, so you have a second opportunity to talk about whether it would be appropriate for a bed and breakfast. He also stated that the community would have a second opportunity to chime in to say if that would be appropriate or not there as well, but he does think potentially adding in those which might be compatible like a bed and breakfast or a child daycare. He stated that maybe that would be a fine expansion, but still limiting it to rule out bar and school and other, vehicle repair, things along with lines.

M. Dunn stated that along that same line, he is wondering if it would not make sense to include most if not all of the uses that would be in the medium-density residential since that is what they are moving away from, and that is what most of the surrounding properties are. He asked if they would not want to include most of those uses. D. Stensaas stated that those are all still allowed in addition to those uses identified in the mixed use. M. Dunn asked if they allow duplex and MBR. A. Landers stated yes. D. Stensaas stated that there is some overlap. He stated that he sees what he is saying. M. Dunn stated just using that as an example, he does not why they would exclude duplex when that is already - and he understands they need to make it fairly specific, but at the same time, he does not want to exclude a lot of the things that are in the current zoning and in the adjacent property zoning. He stated that they want to keep it as compatible as we can, he would think. M. Larson stated that he understood, and maybe whoever is making that recommendation, he does not know if they can add that or they can say including what is allowed in current zoning in the residential zone. D. Stensaas stated that would be fine.

M. Larson stated that because they are making a recommendation to the City Commission on this, they have gone through it, if there is any final discussion amongst them, but otherwise, he would entertain a motion from somebody, and if we need some additional help on that list again, we can make that make that happen, but he would certainly entertain a motion one way or the other, and if they do not want to make a motion, if there are issues unresolved, they can still talk about that as well.

M. Dunn stated that one of his unresolved issues is the fact that a lot of the oversight and management in the past has been because it was owner occupied and it was someone that lived there and cared about the neighborhood, and he understands that there will be someone on staff there 24/7, but that is still different than having it be owner occupied, so he is struggling with number 10 and number 12 as far as the standards, so that is sort of what he is thinking about for number 10, but then number 12, he does not know that it is incompatible, but it seems to him that a lot of the adjacent zones are residential, and he sees that there is one mixed-use parcel back behind there, but the effects are going to be felt by all of the residents, and he is sure they already are. He also stated that obviously this is an ongoing situation, so he is just kind of thinking out loud here. He stated that he is still a little bit concerned with standard number 12 there. M. Larson stated that he understood. He asked if either A. Andres or S. Mittlefehldt have any comments. A. Andres stated that he is concerned about 12. M. Larson asked A. Landers to bring up the zoning map just for clarity's sake, so they can look at all sides of the property. D. Stensaas asked if he can suggest something while they are waiting for that. M. Larson stated to please do. D. Stensaas stated that he does not know if capacity is an issue that Mr. Dunn wants to discuss, but that could be related to some of the concerns he has. M. Dunn stated that is definitely one of the things he is thinking about. M. Larson asked M. Dunn if he wanted to speak more to that. M. Dunn stated yes. He asked as it stands right now if they know what the total capacity is because he saw several different things, something from the Fire Department, and he saw a bunch of different numbers in different places, and he is wondering what the occupancy will be going forward. M. Larson stated that they would ask applicant.

Mr. Redmond stated to Ms. Halley to correct him if he is wrong, but they went for 16 and was that not their ask in the application. Ms. Halley stated right, and that is what the Variance allowed, she believes, and so that is why they stuck with the number of 16. M. Larson stated that he had one follow-up question to that. He asked if they have remained at 16 individuals. Mr. Redmond stated that it has fluctuated, but from 13 to 16, yes. M. Larson stated thank you. D. Stensaas stated that the 1992 Variance allowed up to 12 renters. Ms. Halley stated right and then the four family members, and asked if that was right. D. Stensaas stated for family living on a separate floor. Ms. Halley stated that now her understanding is that the ground floor, which used to be allocated for family use, is now being used for residents, she thinks. She stated to Mr.

Redmond that he does not have to clarify that, but that is her basic understanding that with the total of 16, it is utilizing the upper floor and the ground floor. She asked if that was right. Mr. Redmond stated yes, and the live-in manager that is there all the time also stays on that floor as well. M. Larson stated that he guesses one comment there is that it does look like there was some information from the Marquette Fire Department, the Fire Marshal stating that it is only the second floor that is allowed for residents. He asked D. Stensaas if he was reading correctly. D. Stensaas stated that he believes so if that is in the memo. M. Larson stated yes. He stated that it says, “The second floor of your rooming house is the approved area for overnight capacity. You can house additional clients on the second floor as long as you have available beds and your client capacity is at below the maximum state capacity of 16.” He stated that as the memo from the Fire Marshal states is that it is only on the second floor that folks are allowed to be for overnight capacity.

A. Andres asked that in terms of the renters or whatever they have there if it is client based or - he is just having a question of why are these ads on the Internet for rooms, and this is how much you can get per room and all this stuff. Mr. Redmond stated that he is not really sure of the question. He stated that they do not run ads for this house. He stated that this is all referrals. A. Andres stated that there were ads on, he thinks Facebook or something else. M. Larson stated that he thinks he is referencing and ad that seemed to be on an online classified site. Mr. Redmond stated that they have never ran any classifieds, but as far as the rent goes, it is rent, but they also offer housing first. He also stated that it is an initiative for the homeless and for people that are in between maybe an SSI or SSDI payment, or in the application process. He stated that they allow them to live with them, and they support them. He also stated that they help them through the process to obtain some type of income. He stated that a lot of their clients have mental illness with no past criminal history. He also stated that it is a real mix of people and program participants, as they call them.

Ms. Bender stated that she would like to add a couple things if she could. She stated that one of the people that live there have been there for at least 20 years, 25 years maybe. She also stated that another has been there nearly 20, and they are still there even after they have left. She asked Mr. Redmond if that is correct. She stated that some of them are very long term, some of them are not, but, also, the land backs up to the hospital on the backside, and on the other side is Wright Electric, and then the City owns the two lots on the corner where they bulldozed the houses down for the road construction when the hospital was going in and the roundabout was built, so there are not other houses that are backing right up to it. M. Larson thanked her for clarification. He asked Commissioner Dunn if he has other concerns as far as number 10 goes. He also stated that, again, if they are looking at a potential rezoning to continue to allow this to happen, this is from his point of view likely the most appropriate zoning that they have on their list if they are going to consider that this has been there for this long and with the character of the neighborhood, if it has been there for this long, he feel like it is kind of part of that, so as far as number 10 goes, he certainly understands his concern about the number 12 here, and he thinks the conditional rezoning, allowing it within that to saying, “Hey, with multi-use, we also want to confer all the rights as to medium-density residential into that site as well.” He stated that it allows future use of that site if this organization were to sell or something were to happen that would potentially allow it to move on to medium-density residential or to a limited number of multi-use pieces there, especially neighboring with Wright Electric that is right next to it and the hospital. He stated that he does not know that it is incompatible, but he certainly thinks this may be the most appropriate zoning that they have, and, again, he does think that the City Commission will certainly be hearing this again, and the public will also have the opportunity to restate some of their concerns at that point in time, so if this does serve as kind of this first volley of sorts at that Commission, the public will be able to kind of state their concerns one more time after looking at the public record through this particular meeting.

M. Dunn stated that does help him. He stated that he is still thinking on number 10 how he does not know all of the permitted uses that are allowed, but it seems like without the owner being there, this is more of a commercial use, and he understands that there are some commercial uses, but that that is what he was thinking about specifically for number 10 as whether GC would be a more appropriate zone district. He also stated that it certainly would not be by compatibility with the surroundings, but he is wondering if that would be a more appropriate zone for this particular use. M. Larson stated that is fair enough. He stated that he appreciates that, and he does think that giving the flexibility of the multi-use zoning, he thinks the multi-use, in his opinion, is a better zoning that allows for more flexible future use of that site that does allow for single

family or otherwise, but if they turned it to commercial, he thinks you have a greater issue in reverting it back into the residential property. He stated that is certainly of his thoughts there. He stated to D. Stensaas that if he wants to respond to him, then that is fine. He stated that otherwise, S. Mittlefehldt had hers first here. S. Mittlefehldt stated that she was going to go attempt to make a motion, but S. Stensaas can talk, and she thinks she has got a motion that we can pass or fail or got an idea. D. Stensaas stated that an important point on that topic is that because there are three planning commissioners absent tonight, a vote that is not unanimous is not a vote for recommending this because they have to have at least a majority of the seated members of the Planning Commission voting in favor of something for it to be considered passing, so they have seven members at present, and so they need at least four to have a vote that is passing, so they have to have a unanimous vote. He also stated that the other thing he was going to bring up was he thinks part of the concerns maybe that are unexpressed here that Commissioner Dunn is concerned with, and he is certain that is not just Commissioner Dunn, but is that a use like this, where you have maybe 16 unrelated adults in a house that is in a residential district, is that it does not function like another house in the district. He stated that it is not typical for that area, and so you are going to have a different look and it is going to feel different and that it is going to look different. He stated that one of the questions probably in the back of their mind is what you can do to create this situation where it doesn't look and feel out of place. He stated that maybe it looks a little different, but maybe it blends in better and does not have those nuisance issues that might occur with - we have a lot of duplexes in the city where you have four college students in each unit, and that is eight on a small lot - and that this is maybe a little bigger than an average lot, and those uses tend to be the ones where you have the most police visits, and you put a lot of people and a lot of cars on a small lot, especially people with a lot of energy, and they tend to create more problems than a typical family would - so he is just thinking about that related to this property. He stated that he does not see in the photos…he cannot tell if there is a fence all the way around the property., but he can see that there is a fence along the east side. He stated that a fence around the back yard is one thing because it does butt up to two other residential properties that are occupied. He also stated that the other thing he was thinking - Mr. Redmond has talked about building the patio in the back yard. He stated that maybe if the front yard is sort of off limits to kind of hanging out, maybe that helps. He stated that he is just kind of riffing, but he thinks that the character of the house in the in the area is really an issue that is probably in the back of people's minds a little bit.

M. Dunn stated that that would address his concerns perfectly if they could somehow include a condition for a fence and especially for some sort of ongoing rule or requirement that the socializing or outdoor activities are confined to the back yard. He stated that he went by the site visit today, and there were a couple of guys hanging out out front, which is totally fine, but when you have got three guys out front smoking, it is not your typical residential neighborhood. He stated that it feels more commercial. He stated that yes, for whatever that is worth, if they could work that in as a condition, he would be happy. S. Mittlefehldt stated that this is a question for staff. She asked if they can we specify where people can hang out on property. She stated that she likes where he is going with that, but it seems like she does not remember them ever making rules about that kind of like where they can socialize. She asked D. Stensaas if they can do that. D. Stensaas stated that Planning Commission can recommend conditions on any approvals, and the case of a special land use permit you could require it. Mr. Redmond stated that they have no issues with any of that, and it is the direction that they were going. He also stated that once that patio was completed, it was going to be mandated that was the area to socialize in outside. He stated that they have no issue with that. He also stated that they plan on fixing - the fence needs mending in the back, but it is a six-foot-high fence, and they will definitely repair the fence and make sure that that is in place. M. Larson stated thank you, and he does think as far as the number of people are concerned, he thinks falling to making sure just to reiterate the Fire Marshal’s memo in there with limiting the capacity of 16, and then where they are labeling the floors and where sleeping quarters are in there. He also stated that was included by staff, so he thinks they will probably want to include that as well. He stated that he guesses the only other question there is if they want to think about the way it was originally set up, if it is 16 or if it is 12 plus four related persons, and maybe it has not been operated like that for awhile, but that would change the nature of it as well, but right now, he thinks, with the Fire Marshal’s suggestion of 16 that is perfectly fine. Ms. Bender stated that her understanding from the Fire Marshal when they lived there was that the first-floor level had not ever been looked at because the family was living there, so, therefore, they never looked at it as a possibility of having anybody live there, so she knows they always did it somewhere between April and June where the Fire Marshal came out, and so she thinks that would be a quick, easy, like, okay, we are going to do it this way now. M. Larson stated the information that they have from the Fire Marshal as it stands states that it is on

the second floor, and so whether or not following Fire Marshal guidelines is kind of put into that into any recommendation that is being made. Ms. Bender stated yes. M. Larson stated that is just a suggestion on his part.

A. Landers stated that if she may add, though, this is a rezoning request, but if this were to be approved by the City Commission, they would still have to go through the right permitting process for the Health Services, so not only would Zoning, the County Building Department and the Fire Department would have to review it at that time, too, M. Larson stated thank you for that to A. Landers. He also stated that he was merely referring to the Fire Marshal as the capacity of 16 only on the second floor as it is currently stated. He asked Commissioner Andres if he had any final comments on - he says final comments. He stated that he was just trying to move them to concluding it here. He asked Commissioner Dunn if he had any final comments. He asked Commissioner Mittlefehldt if she had any final comments.

S. Mittlefehldt stated that she was ready to make a motion.

> *It was moved by S. Mittlefehldt, seconded by A. Andres, and carried 4-0 that after conducting a public hearing and review of the application and STAFF REPORT/ANALYSIS for 02-REZ-05-21, the Planning Commission finds that the proposed rezoning with conditions is consistent with the Community Master Plan and meets the requirements of the Land Development Code Section 54.1405 and hereby recommends that the City Commission approve 02-REZ-05-21 with the following conditions – that 1) the proposed conditional rezoning is contingent upon retaining all land uses [Permitted and Special Uses] allowed in the Medium Density Residential District and the permitted uses in the Mixed-Use district that have been identified by the applicant, and that Special Land Uses for the Mixed-Use District be confined to Accessory Use, Non-Single Family Home, Bed and Breakfast, bed and Breakfast Inn, Child or Day Care-Group Home, Domestic Violence Center, Intentional Community Dwelling, Accessory Dwelling Unit, Foster Family Group Home, and Rooming House; and 2) that 6' fencing in the rear yard will be repaired and maintained; and 3) that all socializing by residents and staff happens in the rear yard; and 4) that resident capacity meets the requirements set by the Fire Department.*

M. Larson stated that this is that we are recommending to the City Commission, and he does not know what the date that will go before City Commission. M. Larson asked D. Stensaas if they have a date in which it would go before the Commission. D. Stensaas stated that he believes the earliest it could go to the Commission would be either the first meeting or the second meeting of June. He stated that it is definitely one of those. He also stated that this first would be on the City Commission's agenda to schedule a public hearing based on the Planning Commission's hearing, and they have to advertise that public hearing for a minimum of 15 days, so he is assuming then that puts this at the end of June because you just cannot move it faster than they can schedule and appropriately notice a public hearing, and at their first meeting where they get this, they have to agree to schedule the public hearing, so there is extra delay in that. He also stated that if it was at all possible to get this squeezed into their agenda for the 10th, he can try to do that tomorrow. He stated that he just cannot promise it because all the items are supposed to be on the agenda by now for that meeting next Monday, but he can see if he can make that happen. M. Larson stated thanks to D. Stensaas and thanks to the applicants to kind of sitting through this long discussion here, and D. Stensaas and/or A. Landers will be in touch.

COMMISSION AND STAFF COMMENTS

M. Dunn stated that he is so sorry. He stated that he always has questions. He stated that on the motion that they just approved - this hit him right after - but asked if they include all of the mixed use permitted uses or if it was just limited to those that were not included. S. Mittlefehldt stated that she thought she said in her practice run, she said it was limited to what they filed in their application, but asked if she said that. D. Stensaas stated that he has to go back and listen to the recording. S. Mittlefehldt stated that that is what I meant. M. Dunn stated that that is why he brought it up now so that as a recommendation to the City Commission, we can clarify as to what they meant. He stated that that is why he was stalling on voting. He stated that it was because he was thinking he was not sure if he heard it right or not. S. Mittlefehldt stated

that in her head, that is what she was saying, but it is possible she did not say the mixed use as presented as the applicant submitted. M. Dunn stated that he does not know for sure. D. Stensaas stated they will clear it up. S. Mittlefehldt asked if they are all good with the original draft, mixed use as presented. M. Dunn stated yes. He stated that he thinks that is what they all meant. He asked if that was right. M. Larson stated that is certainly the intent that he heard. M. Dunn stated okay, he just wanted to clarify. S. Mittlefehldt stated thanks for that clarification.

A. Andres stated that he has another thought. He asked that because they did not have all the official members here, could we have suggested that we postpone or give them the option to postpone until we had more members than present, not that it matters because we already did. M. Larson stated that right, so clarification there, D. Stensaas, is that he knows they would like to keep trying to move things along even if we have members that are absent, but asked if they can allow the applicant to make that decision if they wish to delay. D. Stensaas stated that we do not really do that at the Planning Commission level. He stated that it is done at the BZA level. A. Landers stated that no, it used to be something in the bylaws, but that got removed. She stated that if you want to postpone a case, you have to state why and your reasons for it and the date for continuation, so that is what she would suggest. She stated that if it seems like they need more answers on something, they can do that. M. Larson stated that he understood. D. Stensaas that you have postponed cases and the decision on cases in the past, which you can do. He stated that is an option. He stated that it was done with the cell tower project last year on Ridge Street, but there are a number of issues that come up when you postpone. He stated that they have to re-notice the hearing if you are going to say we want to give them that option, if they want to take an option. He stated that that is not really in your bylaws to do that. He asked A. Landers when they postponed that decision on the hearing, they did not have to re-notice that. A. Landers stated no. She stated that they do not. She stated that during this meeting because when you postpone, you have to clarify what date you are postponing it to, and you have to clarify what information that you are requesting and the reason for the postponement, so it cannot be because of the board, they do not have enough people, but say it could be maybe we need to talk to the Fire Department regarding occupancy and maybe we would want the Fire Department to be here or to go through the bottom floor, something like that where you need more additional information and you feel like you cannot make an educated motion at this time without that information. D. Stensaas stated that he guesses the applicant could always bail before we reach a decision and say, “Hey, wait. We want to re-apply before you make a decision.” He stated but that is what they have to do, he thinks. He stated that they would have to re-apply.

M. Larson stated thanks to everyone for sticking the long situation out and thanks for helping him clarify his thought, trying to get around some of these issues. He stated that he thinks it was tricky; however, with this being a recommendation to the City Commission, he does think it does provide ample opportunity for other folks to step forward and offer additional community input if need be.

ADJOURNMENT
The meeting was adjourned by Vice-Chair M. Larson at 8:48 p.m.

Prepared by:

David Stensaas

David Stensaas, City Planner and Zoning Administrator
Planning Commission Secretary
nb/ Imedat

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MEMORANDUM

TO: Planning Commission
FROM: Andrea Landers, Zoning Official
DATE: April 28, 2021
SUBJECT: **02-REZ-05-21 – 616 Fisher St. (PIN: 0130101)**

The Planning Commission is being asked to make a recommendation to the City Commission regarding a request to rezone the property located at 616 Fisher Street that is zoned Medium Density Residential (MDR) to be zoned Mixed-Use with Conditional Rezoning (MU CR)..

Pursuant to the Michigan Zoning Enabling Act (Public Act 110 of 2006, as amended) Section 125.3405, “An owner of land may voluntarily offer in writing, and the local unit of government may approve, certain use and development of the land as a condition to a rezoning of the land or an amendment to a zoning map”.

Please see the attached STAFF REPORT/ANALYSIS for more specific information regarding the application.

RECOMMENDED ACTION:

The Planning Commission should review the application and support information provided in this packet, conduct a public hearing, and determine whether or not the proposed rezoning with conditions of the above property is appropriate and meets Section 54.1405 Zoning Ordinance Amendment Procedures, and make a recommendation to the City Commission.

It is also highly recommended that any motion approving the amended plan include the following or similar language:

After conducting a public hearing and review of the application and STAFF REPORT/ANALYSIS for 02-REZ-05-21, the Planning Commission finds that the proposed rezoning with conditions is (consistent / not consistent) with the Community Master Plan and (meets / does not meet) the requirements of the Land Development Code Section 54.1405 and hereby recommends that the City Commission (approve / deny) 02-REZ-05-21 (as presented / for the following reasons / with the following conditions).

STAFF FILE REVIEW/ANALYSIS
Completed by Andrea M. Landers – Zoning Official
and David Stensaas – City Planner and Zoning Administrator

Case #: 02-REZ-05-21

Date: April 28, 2021

Project/Application: Rezoning request from Medium Density Residential (MDR) to be zoned Mixed-Use with Conditional Rezoning (M-U CR).

Location: 616 Fisher St.

Parcel ID: 0130101

Available Utilities: Natural Gas, Electricity, City Water, City Sewer, and Garbage Collection.

Current Zoning: MDR – Medium Density Residential

Surrounding Zoning: North: MDR – Medium Density Residential
South: MDR – Medium Density Residential
East: MDR – Medium Density Residential
West: M – Municipal & M-U – Mixed-Use

Zoning Districts and Standards:

Current Zoning

Section 54.308 MDR, Medium Density Residential

(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 • Child or Day Care, Family Home • Dwelling, Single-Family Detached • Food Production, Minor • Foster Family Home • Home Occupation • Home Office • Homestays and Vacation Home • Residential Limited Animal Keeping	• Adult Foster Care, Small Group Home • Cemetery • Child Care Center or Day Care Center • Child or Day Care, Group Home • Dwelling, Accessory Unit • Dwelling, Intentional Community • Dwelling, Two-Family (Duplex) • Foster Family Group Home • Hospital Hospitality House • Public or Governmental Building • Recreational Use, Public • Religious Institution • School, Primary or Secondary • School, University
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.)	4,500 *(C)*	*Front Yard (ft.)*	15 *(A), (B)*
Min. Lot Width (ft.)	37.5 *(D)*	*Side Yard (one) (ft.)*	5 *(K)*
Max. Impervious Surface Coverage (%)	*(Q)*	*Side Yard (total of 2) (ft.)*	13 *(K)*
Max. Building Height of Primary Building (ft.) (O)	31.5	*Rear Yard (ft.)*	20 *(K)*
Max. Building Height of Accessory Building	(K)		
Max. Building Height (stories)	-		
Where there is a discrepancy between *Article 4* and this table, *Article 4* shall prevail.			

54.403 Footnotes to Schedule of Regulations

(A) Permitted Front Yard Setback Encroachments in the MDR and MFR Districts. In the MDR and MFR districts, open front porches may encroach into the required front yard setback, provided the encroaching porch is for the first story only and is setback at least five (5) feet from the front lot line.

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

(C) Minimum Lot Area for Two-Family Dwellings (Duplexes) in the MDR and MFR Districts. In the MDR District, the minimum lot area for a two-family dwelling (duplexes) is:

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

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

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

(K) Accessory Buildings and Structures. For accessory buildings and structures, additional requirements for side yard setbacks, rear yard setbacks, and height are in *Section 54.705*.

(O) Height Exemptions. There shall be no height restriction on chimneys, flagpoles, public monuments, and wireless telecommunications facilities except when they are part of a special land use.

(Q) 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 54.1003 Landscaping Design Requirements

(D) Buffer and Greenbelt Requirements.

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

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

Figure 50 - Required Buffer and Greenbelt Specifications:

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

Proposed Zoning with Conditions

* ***Property Owner and Applicant proposed exempted uses are struck-through and highlighted***

Section 54.311 M-U, Mixed-Use District

(A) Intent
The M-U district is intended to encourage and facilitate redevelopment by implementing the following mixed-use policies of the **Master Plan**: **1. Locations.** The M-U district will be located in many areas of the City, with each area unique based on the character of the area and the objectives of the Master Plan. Therefore, the M-U district may be located along strategic corridors or in a major or minor node, such as crucial neighborhood intersections (for example, corner stores in a residential neighborhood). The M-U district is the recommended zoning district in the following Future Land Uses of the 2015 Master Plan Future Land Use Map: Mixed Use and Neighborhood Commercial. **2. Mix Compatible Land Uses.** The M-U district will include areas of the city that are appropriate for many types of residential uses and compatible non-residential uses, including a mix of compatible uses in the same building. Examples of mixed-use buildings include non-residential uses on the lower floors and residential uses on the upper floors. **3. Local Services.** The non-residential uses in the M-U district are intended to satisfy the need for basic services of the surrounding residential areas, thus reducing the number of car trips required to these areas. **4. Design.** Development must be human-scale through appropriate building location near the street to help create a pedestrian-oriented environment that does not conflict with motorized traffic.

(B) Permitted Principal Uses	(C) Special Land Uses
• Accessory Building or Structure • Accessory Use, Single-Family Residential Lots • ~~Adult Foster Care, Family Home~~ * • ~~Child Care Center or Day Care Center~~ * • ~~Child or Day Care, Family Home~~ * • Dwelling, Live/Work • Dwelling, Multiple-Family • Dwelling, Single-Family Attached • Dwelling, Single-Family Detached • ~~Dwelling, Two-Family (Duplex)~~ * • ~~Emergency Services~~ * • ~~Farmers' Markets~~ * • ~~Food Production, Minor~~ * • ~~Foster Family Home~~ * • Health Services • ~~Home Occupation~~ * • Home Office • ~~Homestays and Vacation Home~~ * • ~~Hospice~~ * • ~~Indoor Recreation~~ * • Medical Hospital Related Accessory Uses • Medical Hospital Related Office • Medical Hospital Related Uses • ~~Office, Medical~~ * • ~~Office, Professional~~ * • ~~Outdoor Recreation~~ * • ~~Public or Governmental Building~~ * • ~~Religious Institution~~ * • ~~Restaurant, Indoor Service~~ * • ~~Retail Business, Indoor~~ * • ~~Retail Sales, Outdoor Temporary~~ * • ~~Service Establishment~~ * • ~~Veterinary Clinic (Domestic Animals Only)~~ *	• Accessory Use, Non-Single Family Residential Lots • Adult Foster Care, Small Group Home • Bar • Bed and Breakfast • Bed and Breakfast Inn • Child or Day Care, Group Home • Domestic Violence Abuse Shelter • Dwelling, Accessory Unit • Dwelling, Intentional Community • Foster Family Group Home • Fraternity or Sorority House • Homeless Shelter • Hospital • Hospital Hospitality House • Hotel or Motel • Manufacturing, Light • Marihuana Safety Compliance Facility • Nursing Home, Convalescent Home, Extended Care Facility, Assisted Living Facility • Outdoor Entertainment and Community Events (Principal or Accessory Use) • Outdoor Food and Beverage Service • Recreational Use, Public • Rooming House • School, Primary or Secondary • School, University • Vehicle Repair and Service
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.)	4,800	*Front Yard (ft.)*	0 *(E), (F)*
Min. Lot Width (ft.)	40	*Side Yard (one) (ft.)*	5 *(H), (K), (M)*
Max. Impervious Surface Coverage (%)	*(R)*	*Side Yard (total of 2) (ft.)*	13 *(H), (K), (M)*
Max. Building Height of Primary Building (ft.) (O)	44 *(M)*	*Rear Yard (ft.)*	20 *(I), (K), (M)*
Max. Building Height of Accessory Building	*(K)*		
Max. Building Height (stories)	-		
Where there is a discrepancy between *Article 4* and this table, *Article 4* shall prevail.			

54.403 Footnotes to Schedule of Regulations

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

(F) Maximum Front Yard Parking in the M-U and GC Districts. Although there are no maximum front yard setbacks in the M-U and GC districts, refer to Article 9 for the maximum allowable parking in the front yard of the M-U (Section 54.902(E)(3)) and GC (Section 54.902(E)(4)) districts.

(H) Reduced Side Yard Setbacks in the M-U, CBD, and GC Districts. In the M-U, CBD, and GC districts the side yards may be eliminated under the following conditions:

(1) The side walls are of fireproof construction and are wholly without opening.
(2) The zoning of the adjacent property is M-U, CBD, GC, Marquette Downtown Waterfront District, or Third Street Corridor District.

(I) Modified Rear Yard Setbacks in the M-U and CBD Districts. In the M-U and CBD districts the required rear yard may be measured from the center of an alley abutting the rear lot line, provided the structure is not located in the alley.

(K) Accessory Buildings and Structures. For accessory buildings and structures, additional requirements for side yard setbacks, rear yard setbacks, and height are in Section 54.705.

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

Section 54.1003 Landscaping Design Requirements

(D) Buffer and Greenbelt Requirements.

(1) Intent. It is the intent of this section to provide suitable transitional yards for the

purpose of reducing the impact of and conflicts between incompatible land uses abutting district boundaries.

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

Figure 50 - Required Buffer and Greenbelt Specifications:

DISTRICT IN WHICH BUFFER & GREENBELT IS REQUIRED	ABUTTING DISTRICT							
	LDR & MDR	MFR	MHP	M-U	CBD	GC & RC	C, M, & CR	I-M & BLP
M-U	15 (a)	15 (a)	N.A.	N.A.	N.A.	N.A.	N.A.	20 (a)

(a) Within this buffer area, one (1) tree per 30 linear feet is required.

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

Section 54.1405 Zoning Ordinance Amendment Procedures

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

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

Application accepted.

(C) Amendment Review Procedures.

(1) Public Hearing. The staff liaison to the Planning Commission shall set a time and date for a public hearing, and the public hearing shall be noticed in accordance with *Section 54.1406*. The Planning Commission may refuse to schedule a hearing on a petition for rezoning which includes any portion of

a site considered for rezoning in the previous six (6) months.

The public hearing before the Planning Commission is scheduled for 6:00 p.m. on Tuesday, May 4, 2021.

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

The Planning Commission is being asked to make a recommendation at their meeting on May 4, 2021.

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

TBD.

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

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

The development of the option for Conditional Rezoning was a recommendation of the Community Master Plan (CMP) that was adopted in 2015 (see p. 3-27). The option was codified with the adoption of the Land Development Code (LDC) in February of 2019. Conditional Rezoning was adopted by the City as an alternative to both

standard rezoning and text amendments to the LDC, to address unique and rare circumstances in which a property owner is seeking to use the property in a way that may not be incompatible with the surrounding land uses and/or historical use of the land, but would be precluded from approval by virtue of a finding of incompatibility with the CMP and/or spot zoning via a review as a standard rezoning case and for which a text amendment would not be appropriate due to the change affecting all properties in the existing zoning district classification.

In contrast to a typical rezoning case, the applicant is proposing *conditions* to be placed on the zoning district that is requested, by means of a *Conditional Zoning Agreement* that requires the specification of certain requirements related to the conditions proposed, with there being no obligation by the municipality to either approve the request based on meeting standards of the LDC or to forfeit any zoning powers currently held.

This property is designated for *Single Family Residential* on the *Future Land Use Map* of the Community Master Plan and is designated as a *Medium Density Residential zoning* district on the *Proposed Zoning Map*. These designations were adopted with the 2015 amendments to the CMP after careful consideration, and they remained unchanged as of the December 2018 update to the CMP.

Excerpt of the Master Plan Future Land Use Map



Please see p.3-31 and p.3-32 of the Community Master Plan (CMP), regarding Rezoning Requests. Because Conditional Rezoning is an alternative to standard rezoning, the required analyses for "compatibility with the Community Master Plan" and "spot zoning" for a standard rezoning request are not applicable. The Planning Commission must review all supporting information, this report in particular, and the attachment titled *Rezoning Considerations for Planning Commissions,* and hold a public hearing for community input prior to making a determination of whether to recommend approval or the request as presented or not.

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

Please see above - "Zoning District and Standards".

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

requested zoning district.

This portion of Fisher Street is classified as an "urban local Street" per the Community Master Plan (see p.6-6), therefore vehicular traffic volumes are low.

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

There are no problems anticipated.

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

No conditions have changed nor was there an error in the Zoning Ordinance.

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

The proposal will not result in any substantial changes that would make exclusionary zoning more likely.

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

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

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

The proposed conditional rezoning would allow all of the possible land uses for a Mixed-Use zoning district that the applicant did not strike through in the permitted principal uses list provided in the application. Please see the attachment and Page 4 above. As this rezoning is for a specific purpose, as stated in the application, the Planning Commission must consider if that purpose aligns with any of the stated allowable uses of the property that have been selected by the applicant for approval.

As well, the Planning Commission must determine the compatibility of the proposal in this location.

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

The proposed zoning is the same as the parcel adjacent to the Northwest corner of this property. The existing main structure does meet the buffer requirement to the east of 15-ft, however the accessory structure (garage) does not.

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

As the adjacent zoning districts and uses to the east and south are all residential, and the proposed rezoning request would allow some commercial uses on the parcel, it would seem that the proposed zoning district is not more appropriate than that the existing MDR zoning district. However, the property has been exclusively used for an owner-occupied rooming house since 1992, and an adult foster care facility prior to that.

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

A text amendment to add the proposed conditions (uses) to the MDR zoning district would not be appropriate due to the incompatibility to being a residential zoning district.

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

The Planning Commission must determine if the proposed zoning would create an isolated or incompatible (see item #8 above) zone. The land use of this site has been an owner-occupied rooming house since 1992, and an adult foster care facility prior to that. As well, there is another M-U zoning district adjacent to the Northwest corner of this property.

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

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

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

(H) Rezoning (Zoning Map Amendment) with Conditions. Pursuant to MCL 125.3405, the City Commission, following a public hearing and recommendation by the Planning Commission, may approve a petition for a rezoning with conditions requested by a property owner. The standards of this section shall grant a property owner the option of proposing conditions for the development and use of property in conjunction with an application for rezoning. Such conditions may be proposed at the time the application for rezoning is filed, or at a subsequent point in the process of review of the proposed rezoning.

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

(a) A statement acknowledging that the rezoning with conditions was proposed by the applicant to induce the City to grant the rezoning, and that the City relied upon such proposal and would not have granted the rezoning but for the terms spelled out in the conditional rezoning agreement; and, further agreement and acknowledgment that the conditions and conditional rezoning agreement are authorized by all applicable state and federal law and constitution, and that the Agreement is valid and was entered on a voluntary basis, and represents a permissible exercise of authority by the City.

The applicant has provided what they are proposing.

(b) Agreement and understanding that the property in question shall not be developed or used in a manner inconsistent with the conditional rezoning agreement.

Per their attachment, "the applicant understands and agrees to the general terms of conditional rezoning".

(c) Agreement and understanding that the approval and conditional rezoning agreement shall be binding upon and inure to the benefit of the property owner and City, and their respective heirs, successors, assigns, and transferees.

Per their attachment, "the applicant understands and agrees to the general terms of conditional rezoning".

(d) The date upon which the rezoning with conditions becomes void, as specified in *Section 54.1405(H)(3)*, below. If an extension of approval is granted by the City Commission, a new conditional rezoning agreement with the new expiration date shall be recorded.

Will need to be provided.

(e) Agreement and understanding that, if a rezoning with conditions becomes void in the manner provided in *Section 54.1405(H)(3)*, below, no development shall be undertaken or permits for development issued until a new zoning district classification of the property has been established.

Will need to be provided.

(f) Agreement and understanding that each of the requirements and conditions in the conditional rezoning agreement represents a necessary and reasonable measure which, when considered with all other conditions and requirements, is roughly proportional to the increased impact created by the use represented in the approved rezoning with conditions, taking into consideration the changed zoning district classification and the specific use authorization granted.

Will need to be provided.

(g) A legal description of the property affected by the rezoning with conditions.

Will need to be provided.

(h) Development regulations affected by the conditions of rezoning, including but not limited to density, setbacks, height, site coverage, signs, parking, architecture, lighting, landscaping etc.

Provided for uses that are exempt, no other development regulations changes are proposed.

(i) Revocation of approval provisions returning the property to its original zoning designation if the developer violates the terms of the agreement.

Will need to be provided.

(j) A conditional rezoning agreement may contain a conditional rezoning plan as an attachment, with such detail and inclusions proposed by

the applicant and approved by the City Commission in accordance with this Section, following recommendation by the Planning Commission. Inclusion of a conditional rezoning plan as an attachment to a conditional rezoning agreement shall not replace the requirement for Preliminary and Final Site Plan, Subdivision, Condominium, or Special Land Use review and approval, as the case may be.

A plan was not provided.

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

If amendment proposed in the future this will need to be followed.

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

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

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

(i) The property owner may seek a new rezoning of the property; and/or

(ii) Pursuant to MCL 125.3405, the land shall revert to its former zoning classification following the process for approval of a rezoning with conditions.

If approved this will be followed.

(4) Zoning Map. If approved, the zoning district classification of the rezoned property shall consist of the district to which the property has been rezoned accompanied by a reference to “CR Conditional Rezoning.” The

Zoning Map shall specify the new zoning district plus a reference to CR. By way of example, the zoning classification ofthe property may be "CBD Central Business District with CR Conditional Rezoning," with a Zoning Map designation of "CBD CR."

If approved this will be completed.

(5) Review and Approval Process. An application for a rezoning with conditions shall be reviewed following the same process and procedures applicable to a rezoning set forth in *Section 54.1405(C)*, with the exception that the conditional rezoning agreement shall be executed between the applicant and the City Commission at the time of City Commission approval of a rezoning with conditions.

An agreement detailing all of the required information in Section 54.1405(H)(1) will need to be provided for the City Commission review.

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

If the City Commission approves the Conditional Rezoning then this requirement must be completed. The agreement attached to this application is not complete per section 54.1405(H)1, it is missing items *d-i*, which are stated in item (H)1 as required ("…shall contain the following information.").

Additional Comments:

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

Attachments:

1. Application with support material (Rezoning conditions, etc.)
2. Area Map
3. Block Map
4. Area Zoning Map
5. Photos
6. Publication Notice
7. Future Land Use and Proposed Zoning Map from the Master Plan
8. *Rezoning Information for Planning Commissions* document
9. Correspondence

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

CITY OF MARQUETTE
REZONING APPLICATION

CITY STAFF USE

Parcel ID#: 0130101 File #: 02-REZ-05-21 Date: 4-6-21

Hearing Date: 5-4-21 Application Deadline (including all support material): 4-6-21

FEE $540 Receipt #: 235215 Check #: 1156 Received by and date: AMx 4-6-21

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

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

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

Please review the attached excerpts from the Land Development Code

APPLICANT CONTACT INFORMATION

PROPERTY OWNER

Name: Tena Rojcewicz Bender

Address: 18039 Lewis Smith Dr.

City, State, Zip: Foley, AL 36535

Phone #: 906-250-9460

Email: tenabender@gmail.com

****APPLICANTS OR REPRESENTATIVES ARE STRONGLY ENCOURAGED TO BE PRESENT AT THE MEETING****

APPLICANT/OWNERS REPRESENTATIVE

Name: Superior Housing Solutions

Address: c/o 375 N. McClellan Ave.

City, State, Zip: Marquette, MI 49855

Phone #: 248-563-9988

Email: superiorhousingsolutions906@gmail.com

****APPLICANTS OR REPRESENTATIVES ARE STRONGLY ENCOURAGED TO BE PRESENT AT THE MEETING****

PROPERTY INFORMATION

Location (Street Address): 616 Fisher St. Property Identification Number: 0130101

Size of property (frontage / depth / sq. ft. or acres): S. 150' of Lot 14, Burt's Addition

Current Zoning District: Medium Density Res. Proposed Zoning District: Mixed Use

Surrounding Zoning Districts: North Mixed use East Municipal South Med. Den. Res. West Mixed use

Legal Description: Burt's Addition, the S. 150' of Lot 14

PRE-APPLICATION CONFERENCE

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

PHASING OF APPLICATION

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

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

SIGNATURE

I hereby certify the following:

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

Property Owner Signature: _____ Date: 3/7/2021

Tena Rozeveld Bender

CITY OF MARQUETTE

REZONING APPLICATION SUPPORT MATERIALS

Section 54.1405 governs amendments to the City's Zoning Ordinance ("ZO"). Conditional rezoning is addressed more specifically at 54.1405(H). The applicant understands and agrees to the general terms of conditional rezoning, and more specifically supports this application as follows in accord with the factors to be considered.

Introduction

The purpose of this application is to continue the occupancy and basic uses that have been on-going at 616 Fisher Street ("Fisher") for nearly 40 years. The Bender family has operated the home through generations. From at least 1982 until 1992, the home was a state-licensed adult foster care facility. In 1992, the Benders sought and received a variance for 16 to live at 616 Fisher. Since then, Fisher has been used to house low-income and difficult-to-house residents. The residents receive services from Pathways as well as receiving support for substance-free living.

Now, the Benders are ready to sell the property. The potential purchaser, Superior Housing Solutions, seeks to continue these services and to better utilize existing community services for the residents. The total allowed occupancy would remain the same, 16 residents. The 1992 variance does not allow the current variance to transfer to a new owner, necessitating this rezoning application.

This conditional rezoning application is accompanied by the allowed uses in the Mixed Use district with the voluntarily foregone uses lined out, attached. The remaining uses contemplate only residential uses with health-related services available to the residents.

This Request Meets the Standards of Review for Amendments

1. The Requested Conditional Rezoning is Consistent With Goals of the Master Plan

The Master Plan (MP) acknowledges the challenges the City faces regarding affordable housing. One of the most critical housing issues identified by residents was affordable housing. 4-27. The "Affordable Housing Recommendations" section specifically encourages "a diversity" of housing options to "ensure there are housing options available at a variety of price points that are suitable for people at every stage of life." 4-28. The MP also recognizes the needs of young adults and seniors and their need for more affordable, multi-family housing options near the urban center. 4-9.

Granting this rezoning meets this direction given by the MP. The residents at 616 are often at a pivotal point in their lives and having affordable housing in a location where they can easily access services they need is critical to their success.

2. This Request Comports with the Purpose of the Zoning Ordinance

One stated purpose of the ZO is to implement the goals of the MP; see above. Additionally, the purposes include protecting the public health, safety and welfare of residents and visitors and regulating the development of buildings to be used for both residential purposes. ZO, 54.102.

Granting this request allows for the continued housing of a population of residents that are highly likely to end up homeless if they cannot remain in the current home. Further, this building has been used for the proposed purpose, or very similar purposes for nearly 40 years.

3. The Street System Already Accommodates This Use

The uses will not vary dramatically from the current use which has been occurring for decades. The street system supports this use now and there is every reason to believe it will continue to do so.

4. The Utility System Already Accommodates This Use

The uses will not vary dramatically from the current use which has been occurring for decades. The utility system supports this use now and there is every reason to believe it will continue to do so.

5. Changed Conditions in Zoning Ordinance

Since this zoning occurred, the use of this property has not changed. The uses of properties around it have changed. The new hospital was constructed in the vicinity which exerts significant influence on the character of that neighborhood.

6. The Requested Change Will Not Result in Exclusionary Zoning

The requested change will not result in exclusionary zoning. The proposed use is currently not allowed except by variance at the property. The rezoning would simply codify the existing variance and long-term, existing use.

7. The Requested Use Poses No Environmental Challenges

The requested change in zoning does not entail any actions or changes making the use incompatible with the site for any environmental reason.

8. The Potential Impacts of the Rezoning Are Compatible With the Existing Area

Since this rezoning does not result in a new or different use of the property than has been occurring there for decades, it will not change the factors to be considered by this parameter. It will not impact traffic, density, aesthetics, infrastructure needs or property values in the neighborhood.

9. This Rezoning is Reasonable and Appropriate in the Context of the Surrounding Zoning Districts.

The proposed rezoning is to Mixed Use. It is abutted on two sides by Mixed Use property already. On one of the remaining sides, the zoning is Municipal. The fourth abutting side is zoned MDR. Based on the surrounding area and uses, this rezoning is logical and appropriate.

10. The Requested Zoning is the Most Appropriate Zoning for this Property

The requested rezoning is the most appropriate zoning based on the surrounding property's zones and the fact that the rezoning is being requested simply to allow the continuance of an existing use being allowed via variance.

11. Rezoning is Appropriate

Because the circumstances to this parcel are unique and the rezoning will simply allow an existing use to continue, rezoning is preferable to a text change to the ordinance that would impact all property with the same zoning. Rezoning is particular to this parcel which is the most efficient and effective method to address this issue.

12. Rezoning Will Not Create an Isolated Zone

As is discussed above, the property is neighbored on two sides already with zoning being sought here. Making this parcel more consistent with the zoning of the neighboring parcels is to everyone's benefit and will not create an isolated or incompatible zone in the neighborhood.

Conclusion

In conclusion, this rezoning request meets all of the requirements to be granted. The home has been used in the requested capacity for about 40 years and there is no reason not to codify this actual use. This is required now only because the Benders wish to sell the property, and not due to any change in the use.

Respectfully submitted,

F. Michelle Halley (P62637)
Attorney for Applicant

April 6, 2021

Section 54.311 M-U, Mixed-Use District

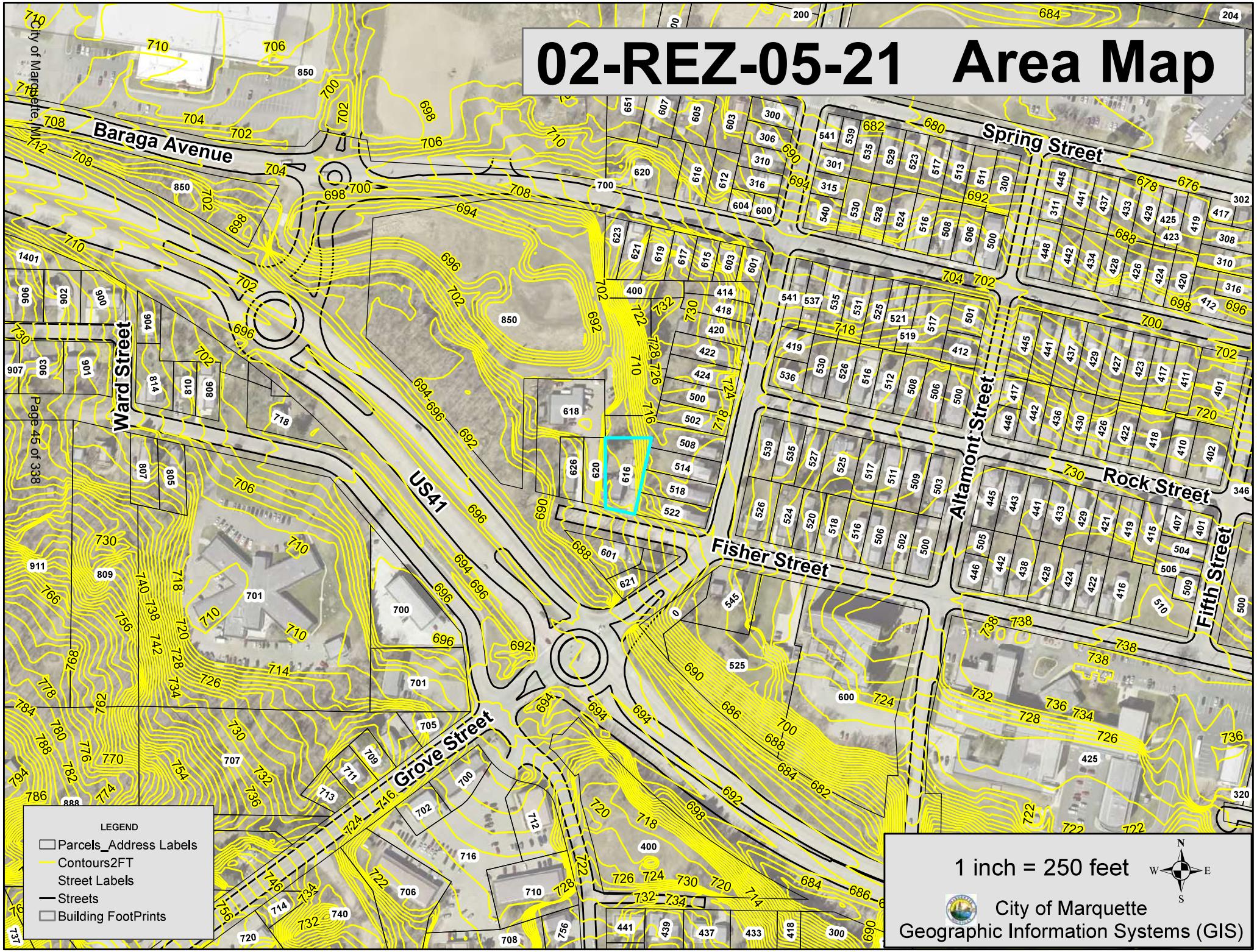
(A) Intent

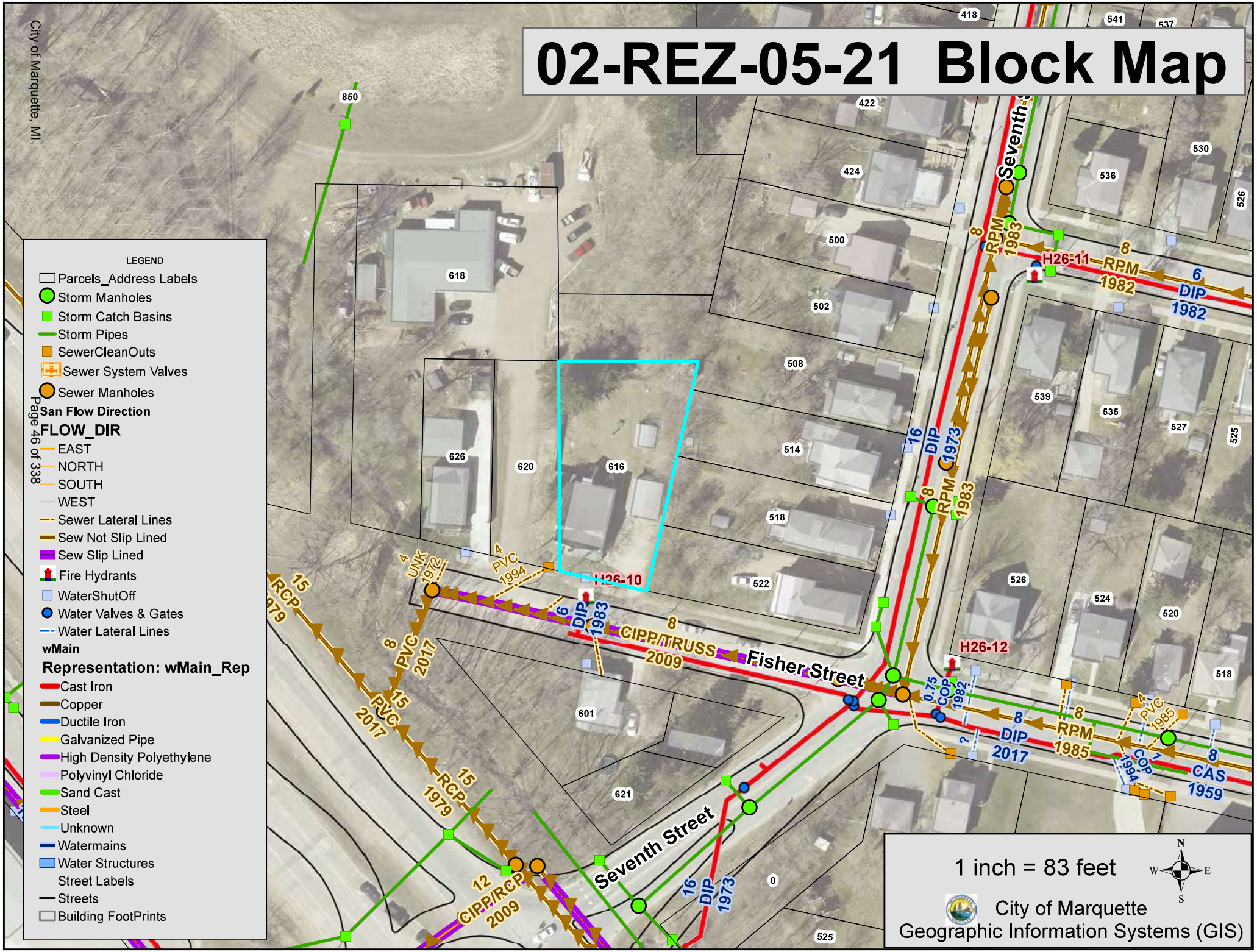
The M-U district is intended to encourage and facilitate redevelopment by implementing the following mixed-use policies of the **Master Plan**:

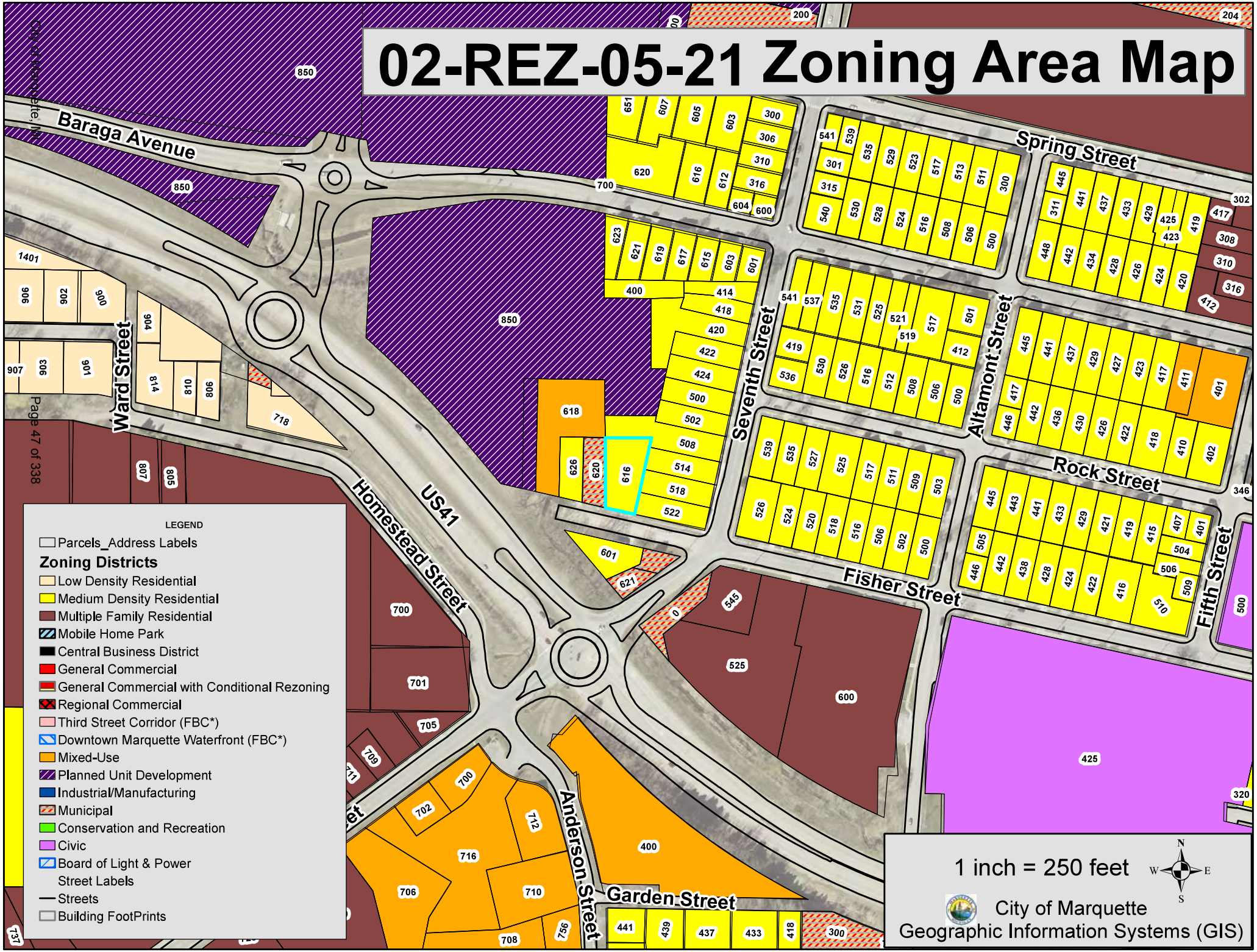
1. **Locations.** The M-U district will be located in many areas of the City, with each area unique based on the character of the area and the objectives of the Master Plan. Therefore, the M-U district may be located along strategic corridors or in a major or minor node, such as crucial neighborhood intersections (for example, corner stores in a residential neighborhood). The M-U district is the recommended zoning district in the following Future Land Uses of the 2015 Master Plan Future Land Use Map: Mixed Use and Neighborhood Commercial.
2. **Mix Compatible Land Uses.** The M-U district will include areas of the city that are appropriate for many types of residential uses and compatible non-residential uses, including a mix of compatible uses in the same building. Examples of mixed-use buildings include non-residential uses on the lower floors and residential uses on the upper floors.
3. **Local Services.** The non-residential uses in the M-U district are intended to satisfy the need for basic services of the surrounding residential areas, thus reducing the number of car trips required to these areas.
4. **Design.** Development must be human-scale through appropriate building location near the street to help create a pedestrian-oriented environment that does not conflict with motorized traffic.

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

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


02-REZ-05-21 Area Map
City of Marquette, MI
Baraga Avenue
Spring Street
Ward Street
US41
Altamont Street
Rock Street
Fisher Street
Fifth Street
Grove Street
LEGEND
Parcels_Address Labels
Contours2FT
Street Labels
Streets
Building FootPrints
1 inch = 250 feet
N
W
E
S
City of Marquette
Geographic Information Systems (GIS)


02-REZ-05-21 Block Map
City of Marquette, MI
LEGEND
Parcels_Address Labels
Storm Manholes
Storm Catch Basins
Storm Pipes
SewerCleanOuts
Sewer System Valves
Sewer Manholes
San Flow Direction
FLOW_DIR
EAST
NORTH
SOUTH
WEST
Sewer Lateral Lines
Sew Not Slip Lined
Sew Slip Lined
Fire Hydrants
WaterShutOff
Water Valves & Gates
Water Lateral Lines
wMain
Representation: wMain_Rep
Cast Iron
Copper
Ductile Iron
Galvanized Pipe
High Density Polyethylene
Polyvinyl Chloride
Sand Cast
Steel
Unknown
Watermains
Water Structures
Street Labels
Streets
Building FootPrints
Fisher Street
Seventh Street
Seventh
H26-10
H26-11
H26-12
1 inch = 83 feet
N
W
E
S
City of Marquette
Geographic Information Systems (GIS)


02-REZ-05-21 Zoning Area Map
City of Marquette, MI
Baraga Avenue
Spring Street
Ward Street
Seventh Street
Altamont Street
Rock Street
Fisher Street
Fifth Street
Homestead Street
US41
Anderson Street
Garden Street
LEGEND
Parcels_Address Labels
Zoning Districts
Low Density Residential
Medium Density Residential
Multiple Family Residential
Mobile Home Park
Central Business District
General Commercial
General Commercial with Conditional Rezoning
Regional Commercial
Third Street Corridor (FBC*)
Downtown Marquette Waterfront (FBC*)
Mixed-Use
Planned Unit Development
Industrial/Manufacturing
Municipal
Conservation and Recreation
Civic
Board of Light & Power
Street Labels
Streets
Building FootPrints
1 inch = 250 feet
N
W
E
S
City of Marquette
Geographic Information Systems (GIS)


04/22/2021 08:11


04/22/2021 08:11


04/22/2021 08:11

City of Marquette, MI

Region

Mackinac Co.	359	3
Menominee Co.	1,693	39
Ontonagon Co.	386	20
Schoolcraft Co.	275	4

Sources: Michigan Department of Community Health; Centers for Disease Control and Prevention

said.

The trail system was closed for spring break up and to allow the trails to be cleared of downed trees and debris, according to organizers.

Approved the IamResponding I-year Agreement for $300.00
Approved having the Planning Commission start working on the Short Term Rentals
Approved the Covid-19 Emergency Policy
• Communications
The meeting was adjourned at 7:31 p.m.
Source: Ishpeming Township
Tammie Leece
Deputy Clerk

PUBLIC HEARING NOTICE
MARQUETTE CITY PLANNING COMMISSION

Notice is hereby given that the Marquette City Planning Commission will hold a public hearing on the following matters at their regular meeting scheduled for 6:00 P.M. on Tuesday, **May 4, 2021:**

02-SUP-05-21 – 1103 & 1107 N. Fourth St. (PIN: 0320320 & 0320330): Myetski Architects, Inc. is seeking a Special Land Use permit for a new duplex dwelling located at 1103 & 1107 N. Fourth Street.

03-SUP-05-21 – 450 E. Ohio St. (PIN: 0171945): Ryan and Travis Brayak are seeking a Special Land Use permit for an Accessory Unit Dwelling located at 450 E. Ohio Street.

02-REZ-05-21 – 616 Fisher St. (PIN: 0130101): John & Tena Bender and Superior Housing Solutions are requesting to rezone the property located at 616 Fisher Street that is zoned Medium Density Residential (MDR) to be zoned Mixed-Use with Conditional Rezoning (MU CR). The applicant has submitted a conditional rezoning statement which states the conditions that are proposed by the applicant.

The public hearing for these requests will begin at 6:00 p.m. on Tuesday, **May 4, 2021**, and the meeting will be held virtually with Commission members and Staff attending remotely. This meeting will be streamed on the City of Marquette YouTube channel, at https://www.youtube.com/user/CityofMarquetteGov. Please note that the YouTube livestream will have at least a 20 second delay, and that anyone that wishes to offer public comment via Zoom (directions are provided below) will need to open the livestream to follow along while they wait to enter the meeting. In order to offer a live video comment, you must visit: https://us02web.zoom.us/j/81133144060. Members of the public wishing to call in and make a comment over the phone will need to call 312-626-6799 and enter the meeting ID (811 3314 4060).

Written comments, prior to the meeting, may be submitted to the Community Development Department located at 1100 Wright St., Marquette, Michigan 49855 or e-mail alanders@marquettemi.gov. Materials relating to this request may be viewed at the Community Development Department's office at the Municipal Service Center during 7:30 a.m. to 4:30 p.m., Monday through Friday, however, please call 906.225.8383 to schedule an appointment. You can also request to have the materials submitted by the applicant e-mailed to you by e-mailing alanders@marquettemi.gov. If you have a disability and require assistance to participate, please provide advance notice.

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

Volume 135, No. 88

THE MINING Journal
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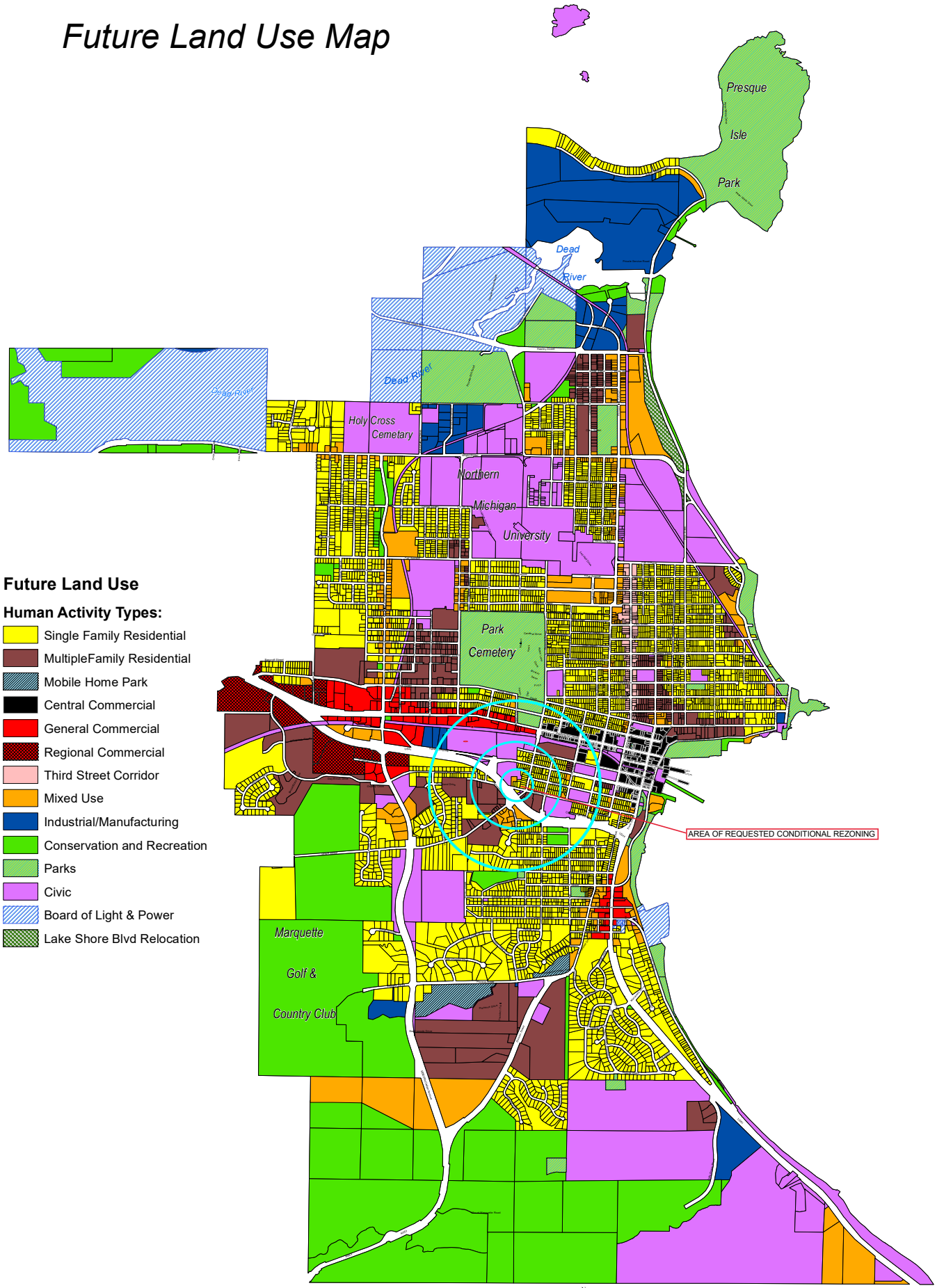
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MARQUETTE COMMUNITY MASTER PLAN

Future Land Use Map



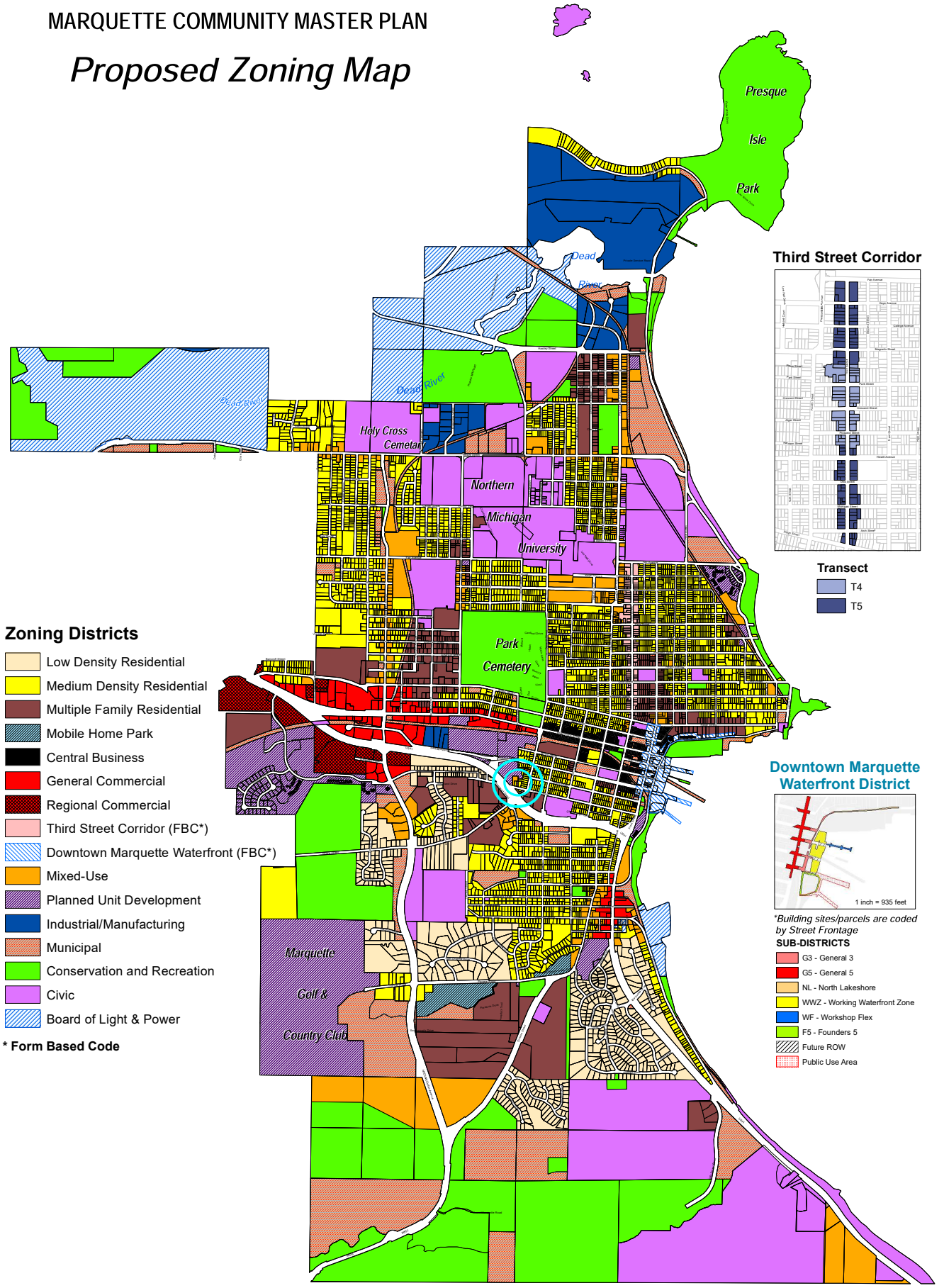
Future Land Use

Human Activity Types:

- Single Family Residential
- MultipleFamily Residential
- Mobile Home Park
- Central Commercial
- General Commercial
- Regional Commercial
- Third Street Corridor
- Mixed Use
- Industrial/Manufacturing
- Conservation and Recreation
- Parks
- Civic
- Board of Light & Power
- Lake Shore Blvd Relocation

MARQUETTE COMMUNITY MASTER PLAN

Proposed Zoning Map



Rezoning

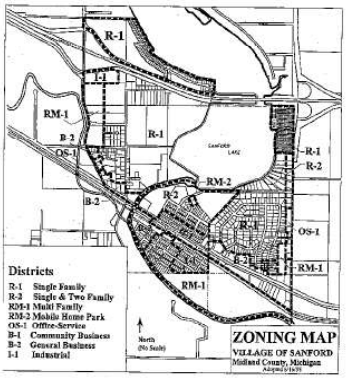
- The main question that must be answered when considering a rezoning is: *"Is that an appropriate location for that zone?"*
- The proposed use of land is not as important as is the fact that if the land is rezoned, any of the uses permitted in that zone may be established on that land.
- If a specific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

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Rezoning Factors to Consider

RE: Question One (previous page)

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



21

Rezoning Factors to Consider

RE: Question Two (previous page)

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

22

SPOT ZONING



Characteristics

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

Result

- Typically ruled invalid if challenged in court.

23

Comments in Rezoning of 616 Fisher St

Rick Bissonnette <[redacted]>

Sun 4/25/2021 9:24 AM

To: Andrea Landers <alanders@marquettemi.gov>

Please submit the following comments for the upcoming hearing concerning 616 Fisher St. rezoning.

Rick Bissonnette and Pat Foster-Bissonnette
601 Fisher St.
Marquette, MI 49855

To Marquette City Planning Commission members:

We are writing this letter to oppose the rezoning of 616 Fisher Street to Mixed-use with Conditional Rezoning.

The current property is zoned to be owner occupied, yet the owners John/Tena Bender moved away at least a year ago. The Rezoning to the mixed use would allow this property to be run by an outside firm, and thus we feel would not be run as well as if the owner had to live there to address the endless problems we have encountered from the residents at this property.

My wife, and I have lived at this address for 16 years. We have raised our children, and grandchildren in this household. We over the years have had many problems with residents of the group home across the street from us. The problems, many documented by the Marquette City Police Department include the following... Trespassing, destruction of property, breaking into garage and using tools, public drunkenness, public urination, cruel treatment of animals, yelling things at my family, and twice we have had residents stalking my daughter (once by a documented sex offender). A recent incident involved harassing our daughter, and granddaughter where they had to lock the doors of their car in our driveway. Thee police were called for that incident as well. We have had to warn our children, and now grandchildren (one of whom lives with us currently) not to go outside by themselves, or ever talk to the people who live across the street. We pretty much try to keep to ourselves. There are police, fire, ambulances at the home quite often for various problems.

We feel our property value, as well as the property value of my neighbors, are affected by our proximity to this home because of the residents. I therefore, feel that the community would be better served if this property were not rezoned. We personally would like to see the home sold as a private residence.

Sincerely,
Rick Bissonnette & Pat Foster-Bissonnette

RE: Public comment

Lenten, Michael S. VHAIRO <[redacted]>

Mon 5/3/2021 3:40 PM

To: Andrea Landers <alanders@marquettemi.gov>

Andrea: Embarrassingly I attached the draft that was not proof read…..Here is the corrected draft. Sorry, and thanks you!

Committee

My name is Michael Lenten. I am a clinical social worker who has served the residents of this community for 15 years. I spent a decade with Pathways community mental health and I am now in private practice in Marquette at UP counseling as well as a homeless prevention and stabilization Clinician for the Veterans health Administration in Marquette. I am writing to express my support in Superior Housing Solutions Zoning of the Fisher street location. As a clinician in the area I have had both current and historical connection to the fisher street location. SHS is continuing the tradition started by "Benders boarding house" by assisting those Marquette residence who are simultaneously significantly at risk, low income and high need in acquiring safe, centrally located and stable housing options. In the last two years I have witnessed Ryan Redmond's efforts to expand the usefulness of SHS in the Marquette area. They are often the first on the scene, the first to assist and willing to pick up the pieces that are all too often dropped by the system as a whole. I encourage this community, the committee and all other entities who have a stake in assisting maquettes homeless population to do their best to support all SHS is and will be doing in the future. No system is without its faults, cracks and weaknesses. SHS provides a safety net for those residents who all too often fall through those imperfections in the system, they are a vital and needed resource and they deserve the support of this community in furthering their mission. Thank you for your time. Have a wonderful day.

From: Andrea Landers <alanders@marquettemi.gov>
Sent: Monday, May 3, 2021 3:08 PM
To: Lenten, Michael S. VHAIRO <[redacted]>
Subject: [EXTERNAL] Re: Public comment

Hi,

We have received your correspondence and it will be read into the record at tomorrow's meeting.

Sincerely,
Andrea

Andrea Landers
Zoning Official
City of Marquette

*****Please note that we have a web portal for the Land Development Code and an interactive map located at** http://online.encodeplus.com/regs/marquette-mi/index.aspx*******

Office Hours are 7:30 a.m. to 4:30 p.m.
alanders@marquettemi.gov
906-225-8383
www.marquettemi.gov

From: Lenten, Michael S. VHAIRO <[redacted]>
Sent: Monday, May 3, 2021 3:00 PM
To: Andrea Landers <alanders@marquettemi.gov>
Subject: Public comment

Committee

My name is Michael Lenten. I am a clinical social worker who has served the residence of this community for 15 years. I spent a decade with Pathways community mental health and I am now in private practice in Marquette at UP counseling as well as a homeless prevention and stabilization Clinician for the Veterans health Administration in Marquette. I am writing to express my support in Superior Housing Solutions Zoning of the Fisher street location. As a clinician in the area I have had both current and historical connection to the fisher street location. SHS is continuing the tradition started by "Benders boarding house" by assisting those Marquette residence who are simultaneously significantly at risk, low income and high need in acquiring safe, centrally located and stable housing options. In the last two years I have witnessed Ryan Redmond's efforts to expand the usefulness of SHS in the Marquette area. They are often the first on the scene, the first to assist and willing to pick up the pieces that are all to often dropped by the system as a whole. I encourage this community, the committee and all other entities who have a steak in assisting maquettes homeless community to do their best to support all SHS is and will be doing in the future. No system is without its faults, cracks and weaknesses. SHS provides a safety net for those residence who all to often fall through those imperfections in the system, they are a vital and needed resource and they deserve the support of this community in furthering their mission. Thank you for your time. Have a wonderful day.

Michael S Lenten LMSW
Clinical Social Worker
OGJVAMC Homeless Prevention Program
1414 West Fair Avenue, Suite 285
Marquette, MI 49855
[redacted]

Agenda Date: 6/14/2021

Consent Agenda

Approve the minutes of the May 24, 2021 regular Commission meeting.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- May 24 Minutes

300 West Baraga Avenue
Marquette, Michigan 49855

City of Marquette, MI

Meeting Minutes
City Commission Meeting

Monday, May 24, 2021
6:00 PM
Commission Chambers

Call to Order, Pledge of Allegiance and Roll Call

Present: Mayor Smith. Mayor Pro Tem Hill. Commissioners: Bonsall, Davis, Hanley, Mayer and Stonehouse.

Approval of the Agenda

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

Announcements

Mayor Smith shared information about the glass recycling schedule.

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

As the meetings are still being held without the public present, residents were given the opportunity to call in and speak, or to offer written public comments to be read during the meeting.

Dale Moilanen and Steve Mariucci called in to voice support for the Beacon House item.

Susan Holliday called on behalf of the UP Rainbow Pride board and stated that this year's Pride Fest will not happen to due to Covid-19 concerns and restrictions. She asked people to join the group for this year's Ride with Pride, scheduled for 4 p.m. on June 26, and to plan to attend Pride Fest next year, on June 25, 2022.

Presentation(s)

1. Certificate of Appreciation – City Manager Mike Angeli

Mayor Smith presented City Manager Mike Angeli with a certificate of appreciation for his time at the City. Mr. ANgeli began his 45-year career in the Police Department, where he ultimately served as the City's Police Chief. Finally, he has served as City Manager for the last six years.

Angeli thanked the current commission -- past commissions -- and also said thanks to his family and to city staff for supporting him during his time at the City. He said this has been an interesting, fun and rewarding job.

2. Arts and Culture Advisory Committee, by Chair Walt Lindala

Arts and Culture Advisory Chair Walt Lindala gave a presentation about the current activities of the committee.

Public Hearing(s)

3. Public Hearing-Single Lot Special Assessment Roll #588 - Roll Call Vote

Mayor Pro Tem Jenn Hill moved to Confirm Single Lot Special Assessment Roll #588, and authorize the Mayor to sign the Warrant, seconded by Commissioner Jessica Hanley and Carried Unanimously by Roll Call Vote.

4. Public Hearing for the Duke LifePoint Marquette General Replacement Hospital Brownfield Plan Amendment- Roll Call Vote

The Mayor opened the public hearing and asked if there was any comment from the public.

The following individuals wrote in to support the proposed amendment:
Christian Palomaki, Cheryl Hosking, Carissa Hosking, Donna Ayotte, Patricia Case, Michael Fedrizzi, Sue LeGalley, Shawn Clement, Nichole Ayotte, Jack Bergman, Renee Prince, Dr. Ralph Archibald, J. Bryan Dixon MD, Ray Hosking, Kenn Hruska, Cynthia Parker, Nicole Christensen, Sharleen Christensen, Kristina Adams, Ron Aho, Cindy Aho, Joe Amundsen, Dianne Anderson, Kay Anderson, Jim Anderson, Melissa Anderson, Wendi Annala, Jennifer Argiros, Jamie Armstrong, Jessica Armstrong, Janice Bartle, Teresa Bell, Elise Berg, Jolynn Blackburn, Pamela K. Blondeau, Lisa Bonn, Natalie Bordson, Linda Boyle, Kelly Bronelle, Brianna Cadigan, Jessica Chaperon, Kaylee Childress, Christine Clifford, Ronda Cochran, Christianne Collins , Deirdre A. Collins , Joan Cowell, Heather Cromell, Isabella Dahlstrom, Zac Deforge, Linda Desormier, Diane F. Dodendorf-Rice, Anna Dreyer, Angela DuShane, Denise Elizondo, Christine Emmendorfer, Angela Evans, Beth Felt, Christina Ferrera, Kay Freeman, Polly Friend, Jodanna Fuess, Jaqueline J. Gallagher, Julie A. Giackino, Stephanie Gordon, Neil Greenleaf, James W. Gregorich, Jon Gumville, Adam Gurnae, Terry Gustafson, Annette Gustafson, Paul Haataja, Mary Haataja, Heidi Hastings, Catherine Herbert, Joyce Herman, Carol E. Hill, Marjorie Hockstad, Mollie Holsworth, Lori Howe, Mary Howko, Michael Huff, Barbara Hyde, Chelsee Hyry, Danielle Jaccbetti, Chrissy Janssen, Heather Ann Jarvis, Michelle Johnson, Lori Jokinen, Leah Kasten, Frannie Kelly, Marlin Kilpatrick, Olivia Koepp, Jody Kucharek, Kelly Kurin, Kimberly LaForais, Dan LaJoie, Jacalyn Lasich, Thomas LaTourneau, Cassandra LaTourneau, Zachory C. Leonard, MD, Debbie Leviska, Susan Lizak, Annette Loman, John Longhi, Bonnie Longhi, Tammy Luoma, Robin Mackie, Paul W. Makinos, Jeff Marceau, Natasha Marietti, Angelise M. Marinos, Tammy D. Marinos, Jeana Marinos, Linda M. Marshall, Renee B. Martin, Patricia Martin, Denise Mattson, Monika McLaughlin, Linell McLaughlin, Jacquelynn Menhennick, Irmgard Miller , Joan Miller Beauchamp, Jean Morrison, Alex Munson, Brandi Nease, Sheri Nottle, Sally Nystrom, Jennifer Ogea, Margie A. O'Keefe, Ann Parent, John Parent, Dr. Ashley Parent, Michael Parks, Shelby M. Parmenter, Kristin Parnish, Lauren Peterman, M. Clarence Peters, Crystal Phillips, Deana Place, Dave Poppe, Stacie Powers, Valier Prusi, Cherie Radabaugh, Brian Rasmussen, Peter Revello, Felix A. Richer, John Richer, Loretta Roncaglione, Carrie Sanderson, Judy Sandona, Nancy Saundie, Jennie Scott, Holly Sicotte, Jadyn Smith, Megan Snively, Paul Specker, Jessica Stagliano, Charlotte Stearns, Alyson Sundberg, James A. Surrell, MD, Sarah Sutter, Deanna Sved, Koehl Talbot, Catherine J. Tomei, Michele Toyras, Elizabeth Tuma, MD, Kim Uren, Robert S. VandeZande, Kathleen M. Vessels, Suellen Wakkin, Barbara Weinrick, Lindsey Wenger, Elizabeth Withey, Patricia Wolff, Patricia A. Zerbel, Lucia Harrington, Robert Dahlin, Karn Anderson, Casandra Angeli, Tony Beres, Emily Bray, LPN, Mary T Bullock, Mike Busick, John P. Case, Nicholas Degrand, Kevin Dowling, Jimme Lyn Gatz, Jason L. Gauthier, Jeff Goodney, Laura Goodney, Richard Goodney, Kathy Grisham, Don Grisham, Kimberly Hongisto, Jenna Johnson, Jim Johnson , Lois Kampe, David Kockler, Scot Koski, PA-C, Thomas D. LeGalley MD, Scott Letts, Sandy D. Orlando, Daniel Pelto, Elle Phillips, Nicole Phillips, John Prince, Vincent J. Rose, Burns Severson, Tim Strom, Mary Jo Stuart and Tom Wahlstrom.

Jerry Irby wrote in, opposing the proposed amendment.

Commissioner Cody Mayer moved to Authorize suspending the rules for discussion, seconded by Commissioner Jessica Hanley and Carried Unanimously.

The Commission discussed the proposed brownfield plan amendment. Many commissioners stated that although they supported the Beacon House, they found this particular request difficult to support; Commissioners cited concerns that the allocation of funding support may set a precedent.

Commissioner Bonsall said he is still undecided, but stated that this action could be considered a reallocation in a brownfield plan, rather than as a clear City expenditure.

Mayor Smith noted that this is the most public comment she has seen in her time with the City, but said that doesn't change the Commission's responsibility, which includes treating all groups equally unless a project is supported specifically in the City Master Plan or Strategic Plan.

Commissioner Evan Bonsall moved to Authorize the adoption of the resolution approving the DLP Marquette General Replacement Hospital Brownfield Plan Second Amendment for the Beacon House, and authorize the Mayor and Clerk to sign the resolution. This motion died for lack of a second.

Commissioner Jessica Hanley moved to Deny the resolution for the DLP Marquette General Replacement Hospital Brownfield Plan Second Amendment for the Beacon House, seconded by Commissioner Fred Stonehouse and Carried by Roll Call Vote.

This motion carried 6-1, with Commissioner Bonsall voting against it.

5. Consent Agenda - Roll Call Vote

Commissioner Fred Stonehouse moved to Approve the Consent Agenda, as presented, seconded by Commissioner Jessica Hanley and Carried Unanimously by Roll Call Vote.

- **5.a. Approve the minutes of the May 10, 2021 regular Commission meeting.**
- **5.b. Approve the total bills payable in the amount of $762,071.87**
- **5.c. Juneteenth - Special Event Permit**
- **5.d. Resolution of Support for Emergency Declaration and Exercise of Emergency Powers - Roll Call Vote**
- **5.e. Resolutions for Unpaid Stormwater and Unpaid Water and Wastewater - Roll Call Vote**
- **5.f. Shiras Drive and Newberry Street Reconstruction, Street Improvements and Maintenance, and Sanitary Laterals Replacement Projects**
- **5.g. Water Filtration Plant Roof Shingle Replacement**
- **5.h. W. Washington Street 100 Block Streetscape and Sidewalk Replacement and Repair Projects Cost Adjustment**

Unfinished Business

6. Discussion - Savings Bank/Brownfield Vault Project

Commissioner Fred Stonehouse moved to Authorize suspending the rules for discussion, seconded by Mayor Pro Tem Jenn Hill and Carried Unanimously.

Marquette Brownfield Redevelopment Authority consultant Mac McClelland provided an introduction of the project, and then turned the floor over to architect Barry Polzin as well as Braveworks co-owners Jon and Jen Julien, to offer an overview of the proposal for the Savings Bank/Vault brownfield project.

The presenters and Commissioners discussed parking, traffic and residential issues, as well as the density and requirements under the City's form-based code.

Near the end of the discussion, Mayor Smith commented on the scope of this project, and said she is getting the impression that the Commission will likely take a while before they are ready to make any decision on the project.

7. Founders Pile Reuse - Construction Contract

Commissioner Fred Stonehouse moved to Approve the construction contract with JF Brennan Company, Inc. for construction of the piers at a not-to-exceed amount of $5,670,000, and authorize the Mayor and City Clerk to sign the agreement once required state and federal permits have been issued, seconded by Commissioner Evan Bonsall and Carried Unanimously.

New Business

8. Appointment of Director- Financial Services

Mayor Pro Tem Jenn Hill moved to Confirm the City Manager's appointment of Mary Schlicht as Director-Financial Services effective July 1, 2021, seconded by Commissioner Jessica Hanley and Carried Unanimously.

9. Appointment of Interim City Manager

Commissioner Sally Davis moved to Approve the appointment of Sean Hobbins as Interim City Manager for the period of June 1 through June 6, 2021 and approve a salary increase for this period of time equal to 50% of the difference in current City Manager salary and Assistant City Manager salary, seconded by Commissioner Cody Mayer and Carried Unanimously.

10. Appointment of New City Manager

Commissioner Jessica Hanley moved to Approve the appointment of Karen Kovacs as the Marquette City Manager effective June 7, 2021, approve the attached employment contract and authorize the Mayor and City Clerk to sign the contract, seconded by Commissioner Evan Bonsall and Carried Unanimously.

11. Presque Isle Park - Food Truck Resolution - Roll Call Vote

Commissioner Sally Davis moved to Approve the resolution to identify appropriate times and locations for mobile food vendors, and authorize the Mayor and City Clerk to sign it, seconded by Commissioner Evan Bonsall and Carried by Roll Call Vote.

The motion carried 4-3, with Mayor Pro Tem Hill and Commissioners Hanley and Stonehouse voting no.

12. Renaming - John "Jack" Reynolds Athletic Complex

Commissioner Fred Stonehouse moved to Approve the request from the Reynolds family to rename the North Marquette Athletic Fields Complex as the John "Jack" Reynolds Athletic Complex, seconded by Commissioner Jessica Hanley and Carried Unanimously.

13. WE Energies Waiver and Property Transfer

Commissioner Fred Stonehouse moved to Approve the City Manager to complete the property transfer and sign the waiver according to the authority granted in Sec. 10-65(b) of the City Code, seconded by Commissioner Sally Davis and Carried Unanimously.

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

There were no public comments at this point.

Comments from the Commission

Mayor Pro Tem Hill praised outgoing City Manager Mike Angeli, as this is his final meeting, and thanked him for his 45 years of service to the City.
Commissioner Mayer thanked Mr. Angeli and said he was happy to have had the opportunity to work with him.
Commissioner Stonehouse said citizens should be forever grateful to Mr. Angeli, who has a stellar track record with the City and who he called "one of the finest men" he has ever worked with.
Commissioner Bonsall thanked Mr. Angeli and highlighted the impact of the outgoing manager's private contributions to the community, in addition to his 45 years of public service.
Commissioner Davis said it's nice to be able to have a meeting without plexiglass or masks. She then said that Mr. Angeli's departure is emotional and that the City is set up for a bright future. She praised Angeli's work as manager and thanked him for everything he has done for the city.
Commissioner Hanley thanked Mr. Angeli and praised his efforts. She also complimented the work done by the Beacon House and said she hopes that everyone who wrote in supporting the proposed amendment tonight will also consider donating to the Beacon House.
Mayor Smith congratulated City Manager Angeli and turned the floor over to him.

Comments from the City Manager

City Manager Mike Angeli thanked the Commission and said it has been a great joy to work for the City. He said he has very much appreciated the opportunity to fill several key City roles over they ears. Mr. Angeli said he has always worked to bring the City Commission projects that they can support, and has always evaluated ideas with an eye toward what would be most likely to get unanimous support from the Commission. He said he has had a couple of long conversations with incoming City Manager Karen Kovacs, and he said he thinks the Commission has made a good choice.

Adjournment

Mayor Smith adjourned the meeting at 9:44 p.m.

Jennifer A. Smith, Mayor **Kyle Whitney, City Clerk**

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

Agenda Date: 6/14/2021

Consent Agenda
Application for License to Use City Property Adjacent to Street

BACKGROUND:

Kay Mitchell, as attorney-in-fact for Pauline Berry of 207 Mather Street, has submitted an application to use a small portion of the Mather Street right-of-way for the reconstruction of the entry porch and steps of Ms. Berry's home, as shown in the attached license application. All City staff reviewers approved of the request and the City Attorney has drafted the license. Ms. Mitchell has signed the license.

FISCAL EFFECT:

The application fee for a License to Use City Property is currently $250 and the fee was waived by City Manager Angeli.

RECOMMENDATION:

Approve the License, and authorize the Mayor and City Clerk to sign the agreement.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- License Agreement_04-PRU-06-2021
- Application Packet 04-PRU-06-2021_207 Mather St.

GRANT OF LICENSE

THE CITY OF MARQUETTE, a municipal corporation of 300 W. Baraga Ave., Marquette, MI 49855, the "City", and Pauline Berry, by her attorney in fact Kay Mitchell, of 207 Mather Street, Marquette, MI 49855, "Berry", licensee, enter into this agreement on _____, 2021, subject to the following conditions:

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

The said parties have caused this document to be executed the day and year first written above.

CITY OF MARQUETTE

_____
By: Jennifer A. Smith
Its: Mayor

_____
By: Kyle Whitney
Its: Clerk

STATE OF MICHIGAN)
)
COUNTY OF MARQUETTE)

Acknowledged before me in Marquette County, Michigan, on _____, 2021, by Jennifer A. Smith, Mayor and Kyle Whitney, Clerk, of the City of Marquette, a Michigan municipal corporation.

_____
_____, Notary Public
State of Michigan, County of Marquette
My Commission Expires: _____
Acting in the County of Marquette

Kay Mitchell
Pauline Berry, by her attorney-in-fact
Kay Mitchell

STATE OF MICHIGAN)
)
COUNTY OF MARQUETTE)

Acknowledged before me in Marquette County, Michigan, on June 10, 2021, by Kay Mitchell, attorney-in-fact for Pauline Berry.

ANN M. COOK
Notary public, Marquette County, Michigan
My commission expires November 22, 2024.

Ann Cook
Ann Cook, Notary Public
State of Michigan, County of Marquette
My Commission Expires: 11-22-24
Acting in the County of Marquette



In regard to the map, the information contained on this map is believed to be accurate but accuracy is not guaranteed. Mapping information is a representation of various data sources and is not a substitute for information that would result from an accurate land survey. The information contained herein does not replace information that may be obtained by consulting the information's official source. In no event shall the City of Marquette be liable for any damages, direct or consequential, from the use of the information.

N W S

City of Marquette, MI

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

CITY OF MARQUETTE
APPLICATION FOR LICENSE/EASEMENT OF CITY OWNED PROPERTY

Fee $250

CITY STAFF USE

Date Submitted: 5-17-2021 Parcel ID#: 0112140 File #: 64-PRU-06-2021

Property Address/Location: 207 Mather St.

Adequate Legal Description Submitted: (Y) / N Anticipated Hearing Date: 6-14-21

NOTE- PLEASE MAKE A CASE FILE FOR THIS REQUEST AND INCLUDE A COPY OF THE APPLICATION, THEN ROUTE THE ORIGINAL FOR SIGNATURES.

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

APPLICANT CONTACT INFORMATION

APPLICANT

Name: PAULINE BERRY

Address: 207 MATHER

City, State, Zip: MARQUETTE, MI 49855

Phone #:

Fax #:

Email:

****APPLICANTS OR REPRESENTATIVES ARE STRONGLY ENCOURAGED TO BE PRESENT AT THE MEETING****

APPLICANT'S REPRESENTATIVE

Name: KAY MITCHELL (DAUGHTER)

Address: 201 W. MAGNETIC

City, State, Zip: MARQUETTE, MI 49855

Phone #: 906-226-6702

Fax #:

Email: RODMITCHELL54@HOTMAIL.COM

****APPLICANTS OR REPRESENTATIVES ARE STRONGLY ENCOURAGED TO BE PRESENT AT THE MEETING****

What is the street address, or nearest street address, to the location of the requested license/easement?

207 MATHER MARQUETTE, MI 49855

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

STRUCTURAL AND SAFETY CONCERNS. WANT TO REPLACE PORCH DECK, STEPS, COLUMNS AND HANDRAILS. Porch deck is a 10'x3' landing.
* NEW PORCH FOOTPRINT TO MATCH EXISTING FOOTPRINT. Steps will be reconstructed with treated lumber framing, treated treads w/a composite wrap, and will be ~4.5' wide.

You may attach sketches, maps, photos, or other items that may help to illustrate/visualize your request. Community Development staff will attach a photo-map of the area.

Attachments: PHOTOS, FORMS

LEGAL DESCRIPTION

Legal description of the license/easement area:

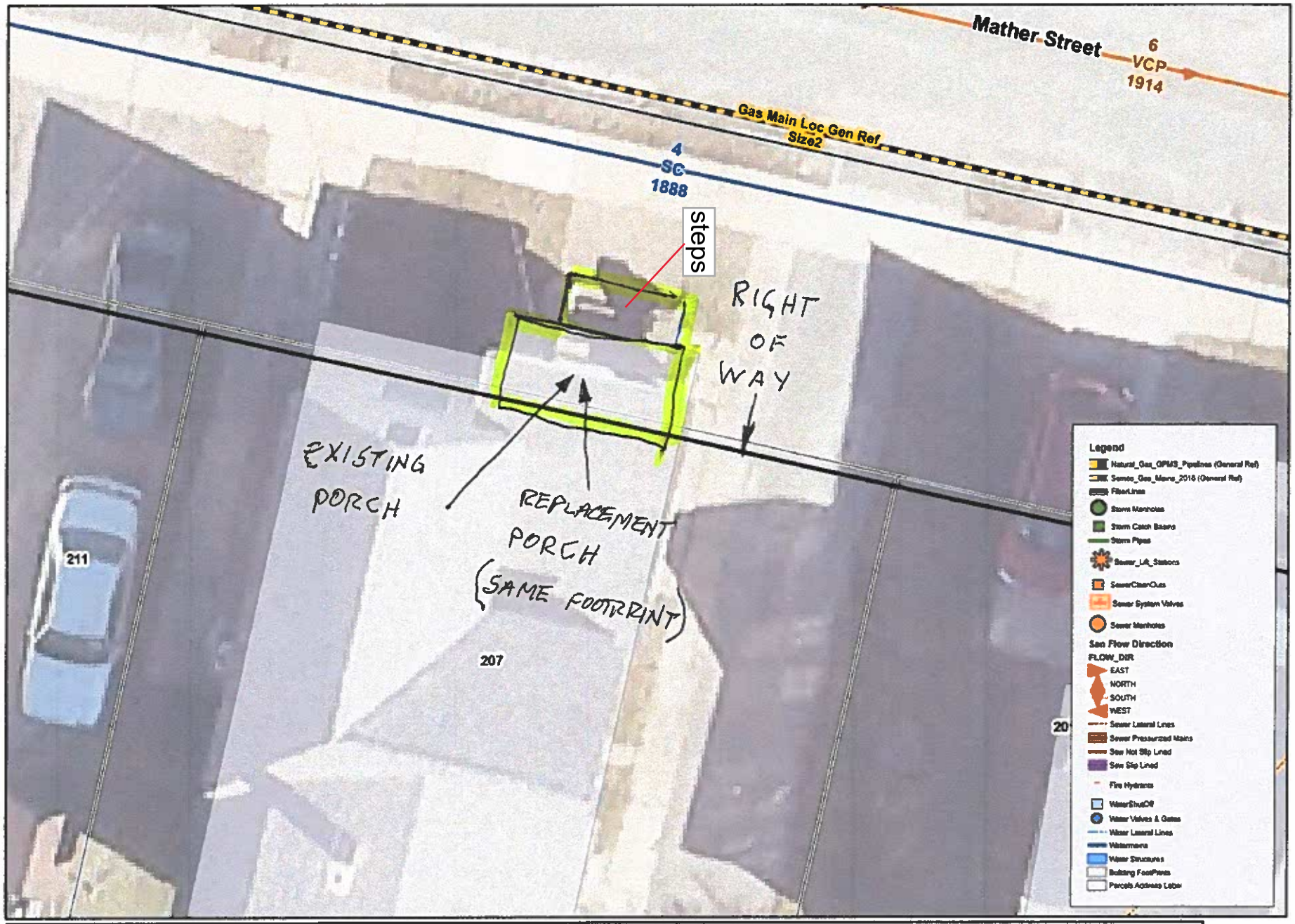
TO LOT NUMBERED TWO (2) BLOCK (15) FIFTEEN OF THE RE-PLAT OF BLOCKS 8, 9, 11, 12 AND 13 OF THE CLEVELAND IRON MINING COMPANY'S SUB-DIVISION OF THE VILLAGE (NOW CITY) OF MARQUETTE, IN THE COUNTY OF MARQUETTE AND STATE OF MICHIGAN.

see attached sketch for specific location

SIGNATURE

I understand that this application itself is not considered an approval and only the Marquette City Commission has the authority to grant an approval for a license/easement for use of property owned by the City of Marquette.

Signature: Kay Mitchell Date: MAY 6, 2021



In regard to the map, the information contained on this map is believed to be accurate but accuracy is not guaranteed. Mapping information is a representation of various data sources and is not a substitute for information that would result from an accurate land survey. The information contained herein does not replace information that may be obtained by consulting the information's official source. In no event shall the City of Marquette be liable for any damages, direct or consequential, from the use of the information.

(No subject)

Rod Mitchell <rodmitchell54@hotmail.com>
Wed 5/5/2021 6:04 PM
To: Rod Mitchell <rodmitchell54@hotmail.com>



Get Outlook for Android

File #: _____ Parcel ID#: _____

STAFF REVIEW

- For a sign/object/structure/project encroaching into a public right-of-way or on City property -

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

Reviewing Department	Recommend Approval	Comments

Planning & Zoning-Community Development

Date Received: _____

Treasurer

Date Received: _____

Police

Date Received: _____

Engineering- Community Development

Date Received: _____

DPW

Date Received: _____

Fire

Date Received: _____

Community Services (Parks & Rec.)

Date Received:_____

Agenda Date: 6/14/2021

Consent Agenda
2021 Fireworks Display Permit

BACKGROUND:

The Marquette Area Fourth of July Committee has requested a Fireworks Display for their 2021 celebration. This year's event will take place on the Ore Dock in the lower harbor. The event is scheduled for Sunday, July 4, 2021 with a rain date of Monday, July 5, 2021. The organizer has provided the appropriate information and a Certificate of Insurance. The Fire Chief has approved the application.

FISCAL EFFECT:

None.

RECOMMENDATION:

Approve and sign the Fireworks Permit for the Marquette Fourth of July Celebration.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- 2021 Fireworks Display Permit

2021 Permit for Fireworks Other Than Consumer or Low Impact

Authority: 2011 PA 256	The LEGISLATIVE BODY OF CITY, VILLAGE OR TOWNSHIP BOARD will not discriminate against any individual or group because of race, sex, religion, age, national origin, marital status, disability, or political beliefs. If you need assistance with ready, writing, hearing, etc. under the Americans with Disabilities Act, you may make you needs known to this Legislative Body of City, Village or Township Board.

This permit is not transferable. Possession of this permit authorizes the herein named person to possess, transport and display fireworks in the amounts, for the purpose of an at the place listed below only through permit expiration date.

TYPE OF PERMIT(S) (Select all applicable boxes)

☐ Agricultural or Wildlife Fireworks ☐ Articles Pyrotechnic ■ Display Fireworks

■ Public Display ☐ Private Display

☐ Special Effects Manufactured for Outdoor Pest Control or Agricultural Purposes

FOR USE BY LEGISLATIVE BODY OF CITY, VILLAGE OR TOWNSHIP BOARD ONLY.

PERMIT(S) EXPIRATION DATE
(ENTER DATE OF EXPIRATION)

NAME OF PERSON PERMIT ISSUED TO
Marquette Area 4th of July Committee

AGE (18 YEARS OR OLDER)
■ YES ☐ NO

ADDRESS OF PERSON PERMIT ISSUED TO
PO Box 782, Marquette, MI 49855

NAME OF ORGANIZATION, GROUP, FIRM OR CORPORATION

ADDRESS

NUMBER AND TYPES OF FIREWORKS (Please attach additional pages if necessary)

Approx. 600 3" shells
Approx. 205 4" shells
Approx. 255 5" shells
Approx. 120 6" shells
Approx. 32 8" shells
Approx. 10 10" shells
Approx. 100 Misc. items including fountains, roman candles, mines, waterfalls, and fire buckets
Approx. Water cakes
Approx. Various barrage cakes 3" and smaller

EXACT LOCATION OF DISPLAY OR USE
From the ore dock and offshore barge in downtown harbor

CITY, VILLAGE, TOWNSHIP	DATE	TIME
Marquette	July 4, 2021 (rain: 7/5/2021)	Approx. 10:00 pm

BOND OF INSURANCE FILED	AMOUNT
Yes	$5,000,000

Issued by action of the Legislative Body of a

☐ City ☐ Village ☐ Township of _____ on the _____ day of _____, 2021.

_____
(Signature and Title of Legislative Body Representative)

THIS FORM IS VALID UNTIL THE DATE OF EXPIRATION OF PERMIT

2021 Application for Fireworks Other Than Consumer or Low Impact

FOR USE BY LEGISLATIVE BODY OF CITY, VILLAGE OR TOWNSHIP BOARD ONLY

DATE PERMIT(S) EXPIRE:

Authority: 2011 PA 256

The LEGISLATIVE BODY OF CITY, VILLAGE OR TOWNSHIP BOARD will not discriminate against any individual or group because of race, sex, religion, age, national origin, marital status, disability, or political beliefs. If you need assistance with ready, writing, hearing, etc. under the Americans with Disabilities Act, you may make you needs known to this Legislative Body of City, Village or Township Board.

TYPE OF PERMIT(S) (Select all applicable boxes)

- ☐ Agricultural or Wildlife Fireworks
- ☐ Articles Pyrotechnic
- ■ Display Fireworks
- ■ Public Display
- ☐ Private Display
- ☐ Special Effects Manufactured for Outdoor Pest Control or Agricultural Purposes

NAME OF APPLICANT	ADDRESS OF APPLICANT	AGE OF APPLICANT 18 YEARS OR OLDER
Marquette Area 4th of July Committee	PO Box 782, Marquette, MI 49855	■ YES ☐ NO
NAME OF PERSON OR RESIDENT AGENT REPRESENTING CORPORATION, LLC, DBA OR OTHER Victoria Leonhardt	ADDRESS OF PERSON OR RESIDENT AGENT REPRESENTING CORPORAITON, LLD, DBA OR OTHER 600 Pioneer Rd. Lot 74. Marquette, MI 49855	
IF A NON-RESIDENT APPLICANT (LIST NAME OF MICHIGAN ATTORNEY OR MICHIGAN RESDIENT AGENT)	ADDRESS (MICHIGAN ATTORNEY OR MICHIGAN RESDIENT AGENT)	TELEPHONE NUMBER 906-458-6803
NAME OF PYROTECHNIC OPERATOR Great Lakes Fireworks, LLC	ADDRESS OF PYROTECHNIC OPERATOR 3275 W. M-76, PO Box 276 West Branch, MI 48661	AGE OF PYROTECHNIC OPERATOR 18 YEARS OR OLDER ■ YES ☐ NO
NO. YEARS EXPERIENCE: 20+ / NO. DISPLAYS: 200+	WHERE Throughout Michigan	
NAME OF ASSISTANT Chris Wattsson	ADDRESS OF ASSISTANT 118 W Washington St, Marquette, MI 49855	AGE OF ASSISTANT 18 YEARS OR OLDER ■ YES ☐ NO
NAME OF OTHER ASSISTANT TBD	ADDRESS OF OTHER ASSISTANT	AGE OF OTHER ASSISTANT 18 YEARS OR OLDER ■ YES ☐ NO

EXACT LOCATION OF PROPOSED DISPLAY
From the ore dock and offshore barge in downtown harbor

DATE OF PROPOSED DISPLAY	TIME OF PROPOSED DISPLAY
July 4, 2021 (rain: 7/5/2021)	Approx. 10:00 pm

MANNER AND PLACE OF STORAGE, SUBJECT TO APPROVAL OF LOCAL FIRE AUTHORITIES, IN ACCORDANCE WITH NFPA 1123, 1124 & 1126 AND OTHER STATE OR FEDERAL REGULATIONS. PROVIDE PROOF OF PROPER LICENSING OR PERMITTING BY STATE OR FEDERAL GOVERNMENT
Stored at federally licensed facility until date of display.

AMOUNT OF BOND OR INSURANCE (TO BE SET BY LOCAL GOVERNMENT)	NAME OF BONDING CORPORATION OR INSURANCE COMPANY
$5,000,000	McGowanAllied Specialty Insurance Company

ADDRESS OF BONDING CORPORATION OR INSURANCE COMPANY
140 Fountain Parkway, NorthSuite 570 St Petersburg FL 33176

NUMBER OF FIREWORKS	KIND OF FIREWORKS TO BE DISPLAYED (Please provide additional pages as needed)
Approx. 600	3" shells
Approx. 205	4" shells
Approx. 255	5" shells
Approx. 120	6" shells
Approx. 32	8" shells
Approx. 10	10" shells
Approx. 100	Misc. items including fountains, roman candles, mines, waterfalls, and fire buckets
Approx. 6	Water cakes
Approx. 25	Various barrage cakes 3" and smaller

SIGNATURE OF APPLICANT	DATE
Victoria Leonhardt	6/2/2021

BFS-417 (Rev 09/15)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/8/2021

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
McGowan Allied Specialty
140 Fountain Parkway, North
Suite 570
St Petersburg FL 33176

License#: 973

CONTACT NAME: Brenda Thomas
PHONE (A/C, No, Ext): 727-547-3034 **FAX (A/C, No):** 727-367-2918
E-MAIL ADDRESS: bthomas@mcgowanallied.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : T.H.E. Insurance Company	12866
INSURER B : Accident Fund Insurance Company of America	10166
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Great Lakes Fireworks, LLC
24805 Marine
Eastpointe MI 48021

GREALAK-13

COVERAGES **CERTIFICATE NUMBER:** 728431373 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [ ] OCCUR [X] GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC OTHER:	Y		CPP0100711-11	1/15/2021	1/15/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 100,000 $ 0 $ 1,000,000 $ 10,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY [X] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			CPP0100711-11	1/15/2021	1/15/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
A	[ ] UMBRELLA LIAB [X] OCCUR X EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			ELP0010168-11 VL	1/15/2021	1/15/2022	EACH OCCURRENCE AGGREGATE 	$ 4,000,000 $ 4,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		ARP1200148040-02 MI	1/15/2021	1/15/2022	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A A A	Excess liability GL Inland Marine / Hull			ELP0011852-06 GL CPP0100711-11 CPP010071111	1/15/2021 1/15/2021 1/15/2021	1/15/2022 1/15/2022 1/15/2022	Ea Occur/Agg Limit Hull Limit/Show Limit	4,000,000 250,000/500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Display Date: July 4, 2021 Rain Date: July 5, 2021 Location: Lower Harbor Ore Dock, Marquette MI

RE: General Liability, the following are named as additional insured in respects to the negligence of the named insured:
City of Marquette including its elected and appointed officials, members, boards, employees, volunteers, commissions, and/or other authorities: Marquette Area 4th of July Committee and its elected and appointed officials, members, boards, employees, volunteers, commissions, and/or other authorities: associated Constructors, LLC

Cert # 21006

CERTIFICATE HOLDER

City of Marquette
300 W Baraga Avenue
Marquette MI 49855
United States of America

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/01/2021

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: IBU IBU	
VAST 300 South Front Street Marquette MI 49855	PHONE (A/C, No, Ext): (906) 228-7500	FAX (A/C, No): (906) 228-5385
	E-MAIL ADDRESS: katrinam@vastsolution.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Auto Owners Insurance Company	18988
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Marquette Area Fourth of July Committee, Inc.
PO Box 782
Marquette MI 49855

COVERAGES **CERTIFICATE NUMBER:** 21-22 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	Y		33075350	05/01/2021	05/01/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 50,000 $ 5,000 $ 1,000,000 $ 1,000,000 $ 1,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

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

Certificate holder is listed as an additional insured.

CERTIFICATE HOLDER

City of Marquette, Its Officers, Agents, & Employees
300 West Baraga Ave
Marquette MI 49855

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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U.S. Department of Justice
Bureau of Alcohol, Tobacco, Firearms and Explosives

Federal Explosives License/Permit
(18 U.S.C. Chapter 40)

In accordance with the provisions of Title XI, Organized Crime Control Act of 1970, and the regulations issued thereunder (27 CFR Part 555), you may engage in the activity specified in this license or permit within the limitations of Chapter 40, Title 18, United States Code and the regulations issued thereunder, until the expiration date shown. **THIS LICENSE IS NOT TRANSFERABLE UNDER 27 CFR 555.53.** See "WARNINGS" and "NOTICES" on reverse.

Direct ATF Correspondence To: ATF - Chief, FELC 244 Needy Road Martinsburg, WV 25405-9431	License/Permit Number: **4-MI-129-27-3L-01174**
Chief, Federal Explosives Licensing Center (FELC): Maria Howard	Expiration Date: **November 1, 2023**

Name
GREAT LAKES FIREWORKS LLC

Premises Address (Changes? Notify the FELC at least 10 days before the move.)
3275 W M-76
WEST BRANCH, MI 48661-

Type of License or Permit
27-DEALER OF EXPLOSIVES

Purchasing Certification Statement

The licensee or permittee named above shall use a copy of this license or permit to assist a transferor of explosives to verify the identity and the licensed status of the licensee or permittee as provided by 27 CFR Part 555. The signature on each copy must be an original signature. A faxed, scanned or e-mailed copy of the license or permit with a signature intended to be an original signature is acceptable. The signature must be that of the Federal Explosives Licensee (FEL) or a responsible person of the FEL. I certify that this is a true copy of a license or permit issued to the licensee or permittee named above to engage in the business or operations specified above under "Type of License or Permit."

Licensee/Permittee Responsible Person Signature: Bruce Tyrea
Position/Title: Member
Printed Name: Bruce Tyrea
Date: 4/30/21

Mailing Address (Changes? Notify the FELC of any changes.)
GREAT LAKES FIREWORKS LLC
3275 W M-76
WEST BRANCH, MI 48661-

Previous Edition is Obsolete GREAT LAKES FIREWORKS LLC:3275 W M-76:48661:4-MI-129-27-3L-01174:November 1, 2023:27-DEALER OF EXPLOSIVES

ATF Form 5400.14/5400.15 Part 1
Revised September 2011

Federal Explosives License (FEL) Customer Service Information

Federal Explosives Licensing Center (FELC)
244 Needy Road
Martinsburg, WV 25405-9431

Toll-free Telephone Number: (877) 283-3352
Fax Number: (304) 616-4401
E-mail: FELC@atf.gov

ATF Homepage: www.atf.gov

Change of Address *(27 CFR 555.54(a)(1))*. Licensees or permittees may during the term of their current license or permit remove their business or operations to a new location at which they intend regularly to carry on such business or operations. The licensee or permittee is required to give notification of the new location of the business or operations not less than 10 days prior to such removal with the Chief, Federal Explosives Licensing Center. The license or permit will be valid for the remainder of the term of the original license or permit. **(The Chief, FELC, shall, if the licensee or permittee is not qualified, refer the request for amended license or permit to the Director of Industry Operations for denial in accordance with § 555.54.)**

Right of Succession *(27 CFR 555.59)*. (a) Certain persons other than the licensee or permittee may secure the right to carry on the same explosive materials business or operations at the same address shown on, and for the remainder of the term of, a current license or permit. Such persons are: (1) The surviving spouse or child, or executor, administrator, or other legal representative of a deceased licensee or permittee; and (2) A receiver or trustee in bankruptcy, or an assignee for benefit of creditors. (b) In order to secure the right provided by this section, the person or persons continuing the business or operations shall furnish the license or permit for for that business or operations for endorsement of such succession to the Chief, FELC, within 30 days from the date on which the successor begins to carry on the business or operations.

(Continued on reverse side)

Cut Here ✂

Federal Explosives License/Permit (FEL) Information Card

License/Permit Name: **GREAT LAKES FIREWORKS LLC**

Business Name:

License/Permit Number: **4-MI-129-27-3L-01174**

License/Permit Type: **27-DEALER OF EXPLOSIVES**

Expiration: **November 1, 2023**

Please Note: Not Valid for the Sale or Other Disposition of Explosives.

U.S. Department of Justice
Bureau of Alcohol, Tobacco, Firearms and Explosives

Federal Explosives License/Permit
(18 U.S.C. Chapter 40)

In accordance with the provisions of Title XI, Organized Crime Control Act of 1970, and the regulations issued thereunder (27 CFR Part 555), you may engage in the activity specified in this license or permit within the limitations of Chapter 40, Title 18, United States Code and the regulations issued thereunder, until the expiration date shown. **THIS LICENSE IS NOT TRANSFERABLE UNDER 27 CFR 555.53.** See "WARNINGS" and "NOTICES" on reverse.

Direct ATF Correspondence To: ATF - Chief, FELC 244 Needy Road Martinsburg, WV 25405-9431	License/Permit Number: **4-MI-129-51-3L-01173**
Chief, Federal Explosives Licensing Center (FELC): Marna Howard	Expiration Date: **November 1, 2023**

Name
GREAT LAKES FIREWORKS LLC

Premises Address (Changes? Notify the FELC at least 10 days before the move.)
3275 W M-76
WEST BRANCH, MI 48661-

Type of License or Permit
51-IMPORTER OF EXPLOSIVES

Purchasing Certification Statement

The licensee or permittee named above shall use a copy of this license or permit to assist a transferor of explosives to verify the identity and the licensed status of the licensee or permittee as provided by 27 CFR Part 555. The signature on each copy must be an original signature. A faxed, scanned or e-mailed copy of the license or permit with a signature intended to be an original signature is acceptable. The signature must be that of the Federal Explosives Licensee (FEL) or a responsible person of the FEL. I certify that this is a true copy of a license or permit issued to the licensee or permittee named above to engage in the business or operations specified above under "Type of License or Permit."

Licensee Permittee Responsible Person Signature: Bruce Tyree
Position/Title: Member
Printed Name: Bruce Tyree
Date: 4/30/21

Mailing Address (Changes? Notify the FELC of any changes.)
GREAT LAKES FIREWORKS LLC
3275 W M-76
WEST BRANCH, MI 48661-

Previous Edition is Obsolete GREAT LAKES FIREWORKS LLC:3275 W M-76:48661:4-MI-129-51-3L-01173:November 1, 2023:51-IMPORTER OF EXPLOSIVES

ATF Form 5400.14/5400.15 Part 1
Revised September 2011

Federal Explosives License (FEL) Customer Service Information

Federal Explosives Licensing Center (FELC)
244 Needy Road
Martinsburg, WV 25405-9431

Toll-free Telephone Number: (877) 283-3352
Fax Number: (304) 616-4401
E-mail: FELC@atf.gov

ATF Homepage: www.atf.gov

Change of Address *(27 CFR 555.54(a)(1))*. Licensees or permittees may during the term of their current license or permit remove their business or operations to a new location at which they intend regularly to carry on such business or operations. The licensee or permittee is required to give notification of the new location of the business or operations not less than 10 days prior to such removal with the Chief, Federal Explosives Licensing Center. The license or permit will be valid for the remainder of the term of the original license or permit. **(The Chief, FELC, shall, if the licensee or permittee is not qualified, refer the request for amended license or permit to the Director of Industry Operations for denial in accordance with § 555.54.)**

Right of Succession *(27 CFR 555.59)*. (a) Certain persons other than the licensee or permittee may secure the right to carry on the same explosive materials business or operations at the same address shown on, and for the remainder of the term of, a current license or permit. Such persons are: (1) The surviving spouse or child, or executor, administrator, or other legal representative of a deceased licensee or permittee, and (2) A receiver or trustee in bankruptcy, or an assignee for benefit of creditors. (b) In order to secure the right provided by this section, the person or persons continuing the business or operations shall furnish the license or permit for for that business or operations for endorsement of such succession to the Chief, FELC, within 30 days from the date on which the successor begins to carry on the business or operations.

(Continued on reverse side)

Cut Here ✂

Federal Explosives License/Permit (FEL) Information Card

License/Permit Name: **GREAT LAKES FIREWORKS LLC**

Business Name:

License/Permit Number: **4-MI-129-51-3L-01173**

License/Permit Type: **51-IMPORTER OF EXPLOSIVES**

Expiration: **November 1, 2023**

Please Note: Not Valid for the Sale or Other Disposition of Explosives.

Agenda Date: 6/14/2021

Consent Agenda
International Food Fest - Special Event Permit

BACKGROUND:

The Exchange Club of Marquette is requesting the City Commission enter into a Special Event Permit for City Parks, Streets, Buildings and Grounds to use Mattson Lower Harbor Park for the purpose of the International Food Fest on July 3 until July 5, 2021. The terms are detailed in the agreement. Staff has worked with the City Attorney and the Exchange Club of Marquette to develop the permit.

FISCAL EFFECT:

The event is approved for $3,800 in Promotional Fund relief.

RECOMMENDATION:

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

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- Permit

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

THIS AGREEMENT, made this _____ day of _____, 2021 between CITY OF MARQUETTE, a Municipal Corporation, of 300 W. Baraga Avenue, Marquette, Michigan, 49855, hereinafter referred to as the "CITY", and EXCHANGE CLUB OF MARQUETTE, aka MARQUETTE COUNTY EXCHANGE CLUB (MI), (an affiliated exchange club or district of the National Exchange Club of North America) of P.O. Box 395, Marquette, Michigan 49855, hereinafter referred to as "PERMITTEE".

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

WITNESSETH:

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

MATTSON PARK

■ (2) Term. The term of this Permit shall be from July 3, 2021 at 9:00 a.m. until July 5, 2021 at 10:00 p.m.

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

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

"INTERNATIONAL FOOD FESTIVAL"

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

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

Mattson Park	**1st day: $775** **2nd day: $665** **3rd day: $575***
Alcohol permit fee	**$50**
55-gallon trash drums (30+)	**based on Dept. Public Works charges****
Bench rental	**$2.50/bench**
Type 1 barricades, signage, trash drum liners & other needed items	**based on Dept. of Pubic Works charges**

*PERMITTEE will be charged $265.00 per day for each day beginning July 6, 2021 at 8:00 a.m. for each day until cleanup and removal of all items (equipment, trailer, vehicle(s), tent(s) and ALL other items) has been completed.

**PERMITTEE may pick up 55 gallon trash drums from the CITY for use during the event and must return the drums to the City by 5:00 p.m. no later than July 6, 2021.

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

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

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

(a) PERMITTEE has complied with all terms of this Permit, including completely vacating the premises by the required time period.

(b) the term of the Permit has expired;

(c) PERMITTEE has fully performed the restoration and clean-up of the premises to an "as-is" or better condition as prior to the event; and

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

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

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

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

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

■ (10) Reimbursement of Utility Costs. PERMITTEE shall reimburse the CITY the sum of $300.00 for the costs of electric, water and other utility services utilized by the PERMITTEE, its vendees and concessionaires.

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

■ (12) Insurances. CERTIFICATES OR OTHER EVIDENCE OF ALL REQUIRED COVERAGES AND ENDORSEMENTS MUST BE FILED WITH THE COMMUNITY SERVICES DEPARTMENT - PARKS & RECREATION DIVISION AT LEAST NINETY (90) DAYS BEFORE THE COMMENCEMENT OF THE EVENT.

■ General Liability

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

THE CITY, ITS OFFICERS AND EMPLOYEES SHALL BE NAMED AN ADDITIONAL INSURED AND THIS COVERAGE SHALL BE ENDORSED ON THE CERTIFICATE AND POLICY "AS BEING PRIMARY TO THE CITY,

AND NOT IN EXCESS OF ANY OTHER INSURANCE, SIMILAR PROTECTION (E.G. RISK MANAGEMENT ASSOCIATION) OR ANY OTHER VALID, APPLICABLE, OR COLLECTABLE INSURANCE OR SELF-INSURANCE WHICH IS OR MAY BE AVAILABLE TO OR CARRIED BY THE CITY."

PERMITTEE shall, upon the issuance of this Permit, provide the CITY with a certificate or other evidence of all required coverages, including those set forth below. The certificate or other evidence of coverage shall provide a thirty (30) day written notice to the CITY in the event of cancellation or material changes in the coverage.

- Liquor Liability.

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

- Motor Vehicle Liability

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

- Food

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

- Other insurance.

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

- (13) Indemnity. PERMITTEE covenants and agrees to indemnify, protect, defend and save the CITY, its officers and employees harmless from any claim, action or suit for any loss, liability and damages that may be asserted or levied against the premises or the CITY, its officers or employees, in whole or in part by reason of PERMITTEE'S acts or

omissions, or by its use or occupancy of or its operations on the premises or by reason of any other person on the premises by contract, invitation or license, including any expenses, costs and attorney fees incurred in connection with any such claim, action or suit. In the event of any incident occurring on the premises resulting in any personal injury, including death, to any person, PERMITTEE shall give notice to the CITY within twelve (12) hours after the occurrence thereof or after PERMITTEE learns of such occurrence.

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

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

■ (14) Right of Inspection and Access. The CITY may enter the premises at any time to examine, inspect and to do whatever the CITY may deem necessary or desirable to determine compliance with or to enforce the terms of the permit. Marquette police, fire and other enforcement personnel shall have unrestricted access to the premises at all times.

■ (15) Compliance With Rules and Regulations. PERMITTEE shall abide by all laws, statutes, ordinances, governmental orders, rules and regulations which control or in any manner affect or relate to the use or occupancy of the premises, or operations conducted thereon.

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

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

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

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

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

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

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

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

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

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

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

from 12:00 p.m. (noon) until dusk on July 3, 2021;
from 12:00 p.m. (noon) until dusk on July 4, 2021; and
from 12:00 p.m. (noon) until dusk on July 5, 2021;

PERMITTEE is solely responsible for obtaining all necessary licenses and permits in order to sell and/or furnish alcohol products. A copy of each license and/or permit obtained by PERMITTEE must be provided to the Parks & Recreation Department no later than 2 weeks prior to the event.

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

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

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

■ (20) Police and Fire Protection. PERMITTEE shall fully reimburse the CITY at overtime and fringe benefit rates for all additional police and/or fire department officers who are assigned to the premises, or the vicinity thereof, because of the use or occupancy thereof by PERMITTEE.

■ (21) Parking and Traffic. PERMITTEE shall prohibit all motor vehicles in or on the premises and shall cause all streets and alleys to be properly barricaded and signed. All motor vehicles shall be operated only on established roads and parked in designated areas. All fire lanes and no parking zones shall be maintained during the event.

■ (22) Health and Sanitation Facilities. PERMITTEE shall furnish and maintain a sufficient number of portable bathrooms and washing facilities, at PERMITTEE'S expense. This number shall be determined by the Marquette County Health Department. Each bank or group of portable restrooms shall have a minimum of one (1) barrier free/ADA compliant restroom. A bank or group consists of ten (10) or less portable restrooms.

■ (23) Compliance with PERMITTEE'S Representations. PERMITTEE shall fully comply with all representations and promises set forth in its Application for Special Events Permit

□ (24) Equipment and Services. The CITY agrees to have the following equipment and services available during the term of this Permit:

_____

■ (25) Security. It shall be PERMITTEE'S sole responsibility to provide security throughout the term of the event. The Chief of Police or designee shall establish the number of security personnel whom PERMITTEE shall be required to have on the premises. The security shall be provided by a licensed and certified security agency, whose members shall be in identifiable uniforms.

■ (26) Bleachers, Booths, Fencing and Tents. PERMITTEE shall be solely responsible for the construction and removal of any bleachers, booths, fencing, tents or structures used during the course of the event, except that CITY shall be responsible for booths located within the Arena.

■ (27) Reimbursement of Other Costs. PERMITTEE shall reimburse the CITY for all cost relating to the use of barricades, fencing, bleachers and other facilities and equipment provided by the CITY. PERMITTEE, on behalf of the organization, agrees to reimburse the City of Marquette for its "out-of-pocket" expenses which includes but is not limited to overtime of City employees and trash disposal tipping fees at landfills. City staff is readily accessible to discuss out-of-pocket cost estimates and ways to reduce these costs. All City of Marquette invoices sent to organizations for reimbursement of out-of-pocket costs are due within thirty (30) days.

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

(a) Name and address of the owners of the tent or air supported structure.

(b) Date the fabric was last treated with flame resistant solution.

(c) Trade name of kind of chemical used in treatment.

(d) Name of person or firm treating the material.

(e) Name of testing agency and test standard by which the fabric was treated.

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

■ (29) Fire.

(a) No open flames or explosives shall be permitted for decoration, display or use without permission from the Fire Department.

(b) The use of paper or fabric for coverings or decoration shall not be permitted unless proof is submitted to the Fire Department that such materials are flame proof.

(c) All seating capacity and room arrangements shall be approved by the Fire Department.

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

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

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

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

PERMITTEE has permission to park its trailer in the park beginning June 28, 2021. PERMITTEE has access to Mattson Park and permission to begin setting up for the event at 8:00 a.m. on June 28, 2021. PERMITTEE shall have from the end of the event until 8:00 a.m. on July 6, 2021 to remove all equipment and restore Mattson Park to its original condition. PERMITTEE may enter Mattson Park for setting up for the event prior to 8:00 a.m. on June 28, 2021 if written permission is obtained from the Parks and Recreation Director. PERMITTE will be charged $265.00 for each day after 12:00 p.m. (noon) on July 6, 2021 that any equipment, trailer, vehicle, tent or other item remains in the Mattson

Park. Temporary Food Permit(s) through the Marquette County Health Department and Alcohol license(s) and permit(s) must be obtained by PERMITTEE prior to the event.

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

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

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

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

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

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

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

CITY OF MARQUETTE

Jennifer A. Smith, Mayor

Kyle Whitney, City Clerk

Approved as to Substance:

Karen Kovacs, City Manager

Approved as to Form:

Suzanne C. Larsen, City Attorney

EXCHANGE CLUB OF MARQUETTE aka
MARQUETTE COUNTY EXCHANGE CLUB

By: CHAIR
Its:

By:
Its:

Agenda Date: 6/14/2021

Consent Agenda
Proclamation - Arbor Day

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- Arbor Day Proclamation

Proclamation
Arbor Day 2021

WHEREAS, the first Arbor Day celebration was held on April 10, 1872 through the efforts of J. Sterling Morton, who realized that trees beautify the countryside and help reduce the erosion of precious topsoil; and,

WHEREAS, trees in our communities improve environmental quality, increase property values, enhance the economic vitality of business areas, and improve our quality of life; and,

WHEREAS, the City of Marquette has recognized the value of trees in our community and has adopted the U.S. Mayors Climate Protection Agreement, which promotes urban forest restoration projects; and,

WHEREAS, because of Marquette's efforts to improve our community forest, the City has been named a TREE CITY USA for 40 consecutive years; and,

WHEREAS, the American Transmission Company has provided a $800 grant to fund an Arbor Day tree planting in Marquette; and,

WHEREAS, City Manager, Karen Kovacs, will assist City personnel with the planting of one Autumn Brilliance Maple tree at 724 N. Third St. at 10:00 am on Tuesday, June 15th;

NOW, THEREFORE I, Jennifer A. Smith, Mayor of the City of Marquette, do hereby proclaim Tuesday, June 15, 2021 as ***Arbor Day*** in the City of Marquette and urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations. Dated this 15th day of June 2021.

_____

Jennifer A. Smith, Mayor

Agenda Date: 6/14/2021

Consent Agenda
Schedule Public Hearing to Consider the Proposed Rezoning of 1651 S. Front Street

BACKGROUND:

The Planning Commission (PC) held a public hearing on June 1, 2021 for the consideration of Rezoning of the property at 1651 S. Front Street, from General Commercial with Conditional Rezoning (GC-CR) to General Commercial (GC). This property was Rezoned with Conditions, from Mixed Use (M-U) to General Commercial with Conditions on April 27, 2020.

The following motion was made:

> *It was moved by S. Mittlefehldt, seconded by M. Dunn, and carried 4-1 that after conducting a public hearing and review of the application and Staff Report for 03-REZ-06-21, the Planning Commission finds that the proposed rezoning is not consistent with the Community Master Plan and does not meet the requirements of the Land Development Code Section 54.1405, and hereby recommends that the City Commission deny 03-REZ-06-21 as presented.*
> *Yes: M. Dunn, S. Mittlefehldt, M. Larson, J. Cardillo*
> *No: W. Premeau*

Under procedures in accordance with section 54.1405 of the Land Development Code, the Planning Commission is offering the recommended amendments to the City Commission for final approval. A hearing must be scheduled in accordance with section 54.1406 of the Land Development Code.

FISCAL EFFECT:

None.

RECOMMENDATION:

Schedule a Public Hearing for this proposed Rezoning for the July 12, 2021 City Commission meeting.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- 03-REZ-06-21 PC Case File with late correspondence

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

MEMORANDUM

TO: Planning Commission
FROM: Andrea Landers, Zoning Official
DATE: May 25, 2021
SUBJECT: **03-REZ-06-21 – 1651 S. Front St. (PIN: 0020251)**

The Planning Commission is being asked to make a recommendation to the City Commission regarding a request to rezone the property located at 1651 S. Front Street which is zoned **General Commercial with Conditional Rezoning (GC CR)** to be zoned **General Commercial (GC)**.

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

RECOMMENDED ACTION:

The Planning Commission should review the application and support information provided in this packet, conduct a public hearing, and determine whether or not the proposed rezoning of the above property is appropriate and meets Section 54.1405 Zoning Ordinance Amendment Procedures, and make a recommendation to the City Commission.

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

> *After conducting a public hearing and review of the application and Staff Report for 03-REZ-06-21, the Planning Commission finds that the proposed rezoning is (consistent / not consistent) with the Community Master Plan and (meets / does not meet) the requirements of the Land Development Code Section 54.1405 and hereby recommends that the City Commission (approve / deny) 03-REZ-06-21 (as presented / for the following reasons / with the following conditions).*

STAFF FILE REPORT/ANALYSIS

Completed by Andrea M. Landers – Zoning Official
Reviewed by David Stensaas – City Planner and Zoning Administrator

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Case #: 03-REZ-06-21

Date: May 25, 2021

Project/Application: Rezoning request from **General Commercial with Conditional Rezoning (GC CR)** to be zoned **General Commercial (GC).**

Location: 1651 S. Front St.

Parcel ID: 0020251

Available Utilities: Natural Gas, Electricity, City Water, City Sewer, and Garbage Collection.

Year Built: 1987 per Assessing Records.

Current Zoning: GC CR, General Commercial with Conditional Rezoning

Surrounding Zoning:
North: MDR – Medium Density Residential
South: LDR – Low Density Residential
East: LDR – Low Density Residential
West: PUD – Planned Unit Development & GC – General Commercial

Zoning Districts and Standards:

Current Zoning with Conditions

GC CR, General Commercial with Conditional Rezoning District

Eliminated uses are struck-through and highlighted

(A) Intent
The GC district is intended to provide suitable areas for businesses that cater to both the local and regional market. Uses include offices, retail and wholesale businesses, services, light manufacturing, comparison shopping and land intensive establishments, which may be located so as to utilize a common parking area, or may provide their own parking separately. The GC district also serves as a transition between the urban development character of the CBD and the suburban character of the RC district.

(B) Permitted Principal Uses	(C) Special Land Uses
• Accessory Building or Structure • ~~Bar~~ * • Child Care Center or Day Care Center • ~~Drive-Through Uses~~* • Emergency Services • Farmers' Markets • Food Production, Minor • ~~Gasoline Service Stations~~* • Health Services • Hospice • ~~Hotel or Motel~~* • Indoor Recreation • Medical Hospital Related Accessory Uses • Medical Hospital Related Office • Medical Hospital Related Uses • Office, Medical • Office, Professional • Outdoor Food and Beverage Service • Outdoor Recreation • Public or Governmental Building • Religious Institution • Restaurant, Indoor Service • Retail Business, Indoor • Retail Sales, Outdoor Temporary • Service Establishment • ~~Storage, Open~~* • Veterinary Clinic (Domestic Animals Only) • ~~Wholesale Trade Establishment~~*	• Accessory Use, Non-Single Family Residential Lots • Hospital • Manufacturing, Light • ~~Marihuana Designated Consumption Establishment~~* • Marihuana Grower – Class A • Marihuana Grower – Class B • Marihuana Grower – Class C • ~~Marihuana Grower – Excess~~* • Marihuana Microbusiness Light Manufacturing • Marihuana Processor – Light Manufacturing • Marihuana Retailer • Marihuana Safety Compliance Facility • ~~Marihuana Secure Transporters~~* • ~~Pet Boarding Facility~~* • Recreational Use, Public • ~~Retail Business, Outdoor 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 *(E), (F)*
Min. Lot Width (ft.)	None	*Side Yard (one) (ft.)*	15 *(H)*
Max. Impervious Surface Coverage (%)	*(R)*	*Side Yard (total of 2) (ft.)*	30 *(H)*
Max. Building Height of Primary Building (ft.) (O)	40	*Rear Yard (ft.)*	20
Max. Building Height of Accessory Building	18		
Max. Building Height (stories)	-		
Where there is a discrepancy between *Article 4* and this table, *Article 4* shall prevail.			

54.403 Footnotes to Schedule of Regulations

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

(E) Maximum Front Yard Parking in the M-U and GC Districts. Although there are no maximum front yard setbacks in the M-U and GC districts, refer to Article 9 for the maximum allowable parking in the front yard of the M-U (Section 54.902(E)(3)) and GC (Section 54.902(E)(4)) districts.

(H) Reduced Side Yard Setbacks in the M-U, CBD, and GC Districts. In the M-U, CBD, and GC districts the side yards may be eliminated under the following conditions:

(1) The side walls are of fireproof construction and are wholly without opening.

(2) The zoning of the adjacent property is M-U, CBD, GC, Marquette Downtown Waterfront District, or Third Street Corridor District.

(O) Height Exemptions. There shall be no height restriction on chimneys, flagpoles, public monuments, and wireless telecommunications facilities except when they are part of a special land use.

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

Section 54.1003 Landscaping Design Requirements

(D) Buffer and Greenbelt Requirements.

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

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

Figure 50 - Required Buffer and Greenbelt Specifications:

DISTRICT IN WHICH BUFFER & GREENBELT IS REQUIRED	ABUTTING DISTRICT							
	LDR & MDR	MFR	MHP	M-U	CBD	GC & RC	C, M, & CR	I-M & BLP
GC	40 (b)	40 (b)	N.A.	N.A.	N.A.	N.A.	N.A.	20 (b)

(b) Within this buffer area, one (1) tree per 20 linear feet is required, and at least 50% of the trees must be evergreen trees. Where a CBD, GC, or RC district abuts any residential district, a fence at least four (4) feet in height shall be erected within the business district boundary, except where the boundary is a public right-of-way.

Proposed Zoning

Section 54.313 GC, General Commercial District

(A) Intent
The GC district is intended to provide suitable areas for businesses that cater to both the local and regional market. Uses include offices, retail and wholesale businesses, services, light manufacturing, comparison shopping and land intensive establishments, which may be located so as to utilize a common parking area, or may provide their own parking separately. The GC district also serves as a transition between the urban development character of the CBD and the suburban character of the RC district.

(B) Permitted Principal Uses	(C) Special Land Uses
• Accessory Building or Structure • Bar • Child Care Center or Day Care Center • Drive-Through Uses • Emergency Services • Farmers' Markets • Food Production, Minor • Gasoline Service Stations • Health Services • Hospice • Hotel or Motel • Indoor Recreation • Medical Hospital Related Accessory Uses • Medical Hospital Related Office • Medical Hospital Related Uses • Office, Medical • Office, Professional • Outdoor Food and Beverage Service • Outdoor Recreation • Public or Governmental Building • Religious Institution • Restaurant, Indoor Service • Retail Business, Indoor • Retail Sales, Outdoor Temporary • Service Establishment • Storage, Open • Veterinary Clinic (Domestic Animals Only) • Wholesale Trade Establishment	• Accessory Use, Non-Single Family Residential Lots • Hospital • Manufacturing, Light • Marihuana Designated Consumption Establishment • Marihuana Grower – Class A • Marihuana Grower – Class B • Marihuana Grower – Class C • Marihuana Grower – Excess • Marihuana Microbusiness Light Manufacturing • Marihuana Processor – Light Manufacturing • Marihuana Retailer • Marihuana Safety Compliance Facility • Marihuana Secure Transporters • Pet Boarding Facility • Recreational Use, Public • Retail Business, Outdoor 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 *(E), (F)*
Min. Lot Width (ft.)	None	*Side Yard (one) (ft.)*	15 *(H)*
Max. Impervious Surface Coverage (%)	*(R)*	*Side Yard (total of 2) (ft.)*	30 *(H)*
Max. Building Height of Primary Building (ft.) (O)	40	*Rear Yard (ft.)*	20
Max. Building Height of Accessory Building	18		
Max. Building Height (stories)	-		
Where there is a discrepancy between *Article 4* and this table, *Article 4* shall prevail.			

54.403 Footnotes to Schedule of Regulations

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

(G) Maximum Front Yard Parking in the M-U and GC Districts. Although there are no maximum front yard setbacks in the M-U and GC districts, refer to Article 9 for the maximum allowable parking in the front yard of the M-U (Section 54.902(E)(3)) and GC (Section 54.902(E)(4)) districts.

(I) Reduced Side Yard Setbacks in the M-U, CBD, and GC Districts. In the M-U, CBD, and GC districts the side yards may be eliminated under the following conditions:

(1) The side walls are of fireproof construction and are wholly without opening.
(2) The zoning of the adjacent property is M-U, CBD, GC, Marquette Downtown Waterfront District, or Third Street Corridor District.

(O) Height Exemptions. There shall be no height restriction on chimneys, flagpoles, public monuments, and wireless telecommunications facilities except when they are part of a special land use.

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

Section 54.1003 Landscaping Design Requirements

(E) Buffer and Greenbelt Requirements.

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

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

Figure 50 - Required Buffer and Greenbelt Specifications:

DISTRICT IN WHICH BUFFER & GREENBELT IS REQUIRED	ABUTTING DISTRICT							
	LDR & MDR	MFR	MHP	M-U	CBD	GC & RC	C, M, & CR	I-M & BLP
GC	40 (b)	40 (b)	N.A.	N.A.	N.A.	N.A.	N.A.	20 (b)

(b) Within this buffer area, one (1) tree per 20 linear feet is required, and at least 50% of the trees must be evergreen trees. Where a CBD, GC, or RC district abuts any residential district, a fence at least four (4) feet in height shall be erected within the business district boundary, except where the boundary is a public right-of-way.

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

Section 54.1405 Zoning Ordinance Amendment Procedures

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

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

Application accepted.

(C) Amendment Review Procedures.

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

The public hearing before the Planning Commission is scheduled for 6:00 p.m. on Tuesday, June 1, 2021.

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

The Planning Commission is being asked to make a recommendation at their meeting on June 1, 2021.

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

TBD.

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

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

This property is designated for *Mixed Use* on the *Future Land Use Map* of the Community Master Plan and is designated as a *Mixed Use zoning* district on the *Proposed Zoning Map*. These designations were adopted with the 2015 amendments to the CMP after careful consideration, and they remained unchanged as of the December 2018 update to the CMP.

Excerpt of the Master Plan Future Land Use Map



Please see p.3-31 and p.3-32 of the Community Master Plan (CMP), regarding Rezoning Requests. The Planning Commission must review all supporting information, this report in particular, and the attachment titled *Rezoning Considerations for Planning Commissions,* and hold a public hearing for community input prior to making a determination of whether to recommend approval or the request as presented or not.

(2) Intent and Purpose of the Zoning Ordinance. Consistency with the basic

intent and purpose of this Zoning Ordinance.

Please see above - "Zoning District and Standards".

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

This portion of S. Front Street is classified as an "urban principal arterial" per the Community Master Plan (see p.6-6), therefore vehicular traffic volumes are high.

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

There are no problems anticipated.

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

No conditions have changed nor was there an error in the Zoning Ordinance.

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

The proposal would not result in exclusionary zoning.

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

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

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

The compatibility of adding the following permitted uses: bar, drive through uses, gasoline service stations hotel or motel, open storage, wholesale trade establishment as permitted uses; and the following special land uses: marihuana designated consumption establishment, marihuana grower – excess, marihuana secure transporter, pet boarding facility, retail business – outdoor permanent, wireless

telecommunication facilities in this location is an issue that the Planning Commission must determine.

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

The proposed zoning is the same as the zoning to the northwest across S. Front Street.

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

The Master Plan recommendation and the previous zoning of MU was more appropriate as the adjacent zoning districts are all residential, however, the property has been exclusively used for commercial purposes since at least the 1980s.

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

A text amendment would not be appropriate as the request is to go from GC CR to GC, which is essentially adding the uses that were removed from the GC CR request.

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

The Planning Commission must determine if the proposed zoning would create an isolated or incompatible (see item #8 above) zone. The land use of this site has been of a commercial nature for the vast majority of the past four decades, so new commercial uses alone would not create an isolating effect. As well, there is another GC zoning district less than 90' to the northwest of the subject property.

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

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

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

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

(H) Rezoning (Zoning Map Amendment) with Conditions. Pursuant to MCL 125.3405, the City Commission, following a public hearing and recommendation by the Planning Commission, may approve a petition for a rezoning with conditions requested by a property owner. The standards of this section shall grant a property owner the option of proposing conditions for the development and use of property in conjunction with an application for rezoning. Such conditions may be proposed at the time the application for rezoning is filed, or at a subsequent point in the process of review of the proposed rezoning.

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

Additional Comments:

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

Previous Rezoning Request for this Parcel:

01-REZ-03-20 – 1651 S. Front St. (PIN: 0020251): TDK LLC is requesting to rezone the property located at 1651 S. Front Street that is zoned Mixed-Use (M-U) to be zoned General Commercial with Conditional Rezoning (GC CR).

- On March 17, 2020, the Planning Commission conducted a public hearing and discussed the proposed rezoning, in accordance with procedures established in the Land Development Code for evaluating rezoning requests and in the administrative procedures for processing such a request. The following motion was made to recommend approval of the request:
    - It was moved by M. Larson, seconded by M. Dunn, and carried (4-1) that after conducting a public hearing and review of the application and STAFF FILE REVIEW/ANALYSIS for 01- REZ-03-20, the Planning Commission finds that the proposed rezoning with conditions is consistent with the intent of the Community Master Plan and meets the requirements of the Land Development Code Section 54.1405, and hereby recommends that the City Commission approve 01-REZ-03-20 with the following condition – that the Marijuana Grower-Excess classification is struck from the list of allowable uses proposed by the applicant.
      Yes: M. Dunn, J. Cardillo, W. Premeau, M. Larson; No: A. Andres

- At their March 30, 2020 meeting, the City Commission directed that a Public Hearing be held for the requested Conditional Rezoning.
- At the April 27, 2020, City Commission meeting the following motion was made:
    - The main motion, as amended, then became to approve the conditional rezoning of 1651 S. Front Street with the stipulation that the Marijuana Grower-Excess and the Designated Consumption Establishment classifications are struck from the list of allowable uses.
    - This amended main motion was then adopted by 5-2 by roll call vote, with Mayor Pro-Tem Hill and Commissioner Schloegel voting no.

Attachments:

1. Rezoning Application
2. Area Map
3. Block Map
4. Area Zoning Map
5. Future Land Use Map from the Master Plan
6. Proposed Zoning Map from the Master Plan
7. Photos of the site
8. Publication Notice
9. Excerpt from the 3-17-20 Planning Commission minutes
10. Excerpt from the 4-27-20 City Commission minutes
11. *Rezoning Considerations for Planning Commissions* document
12. *Spot Zoning Considerations*
13. Correspondence

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

CITY OF MARQUETTE
REZONING APPLICATION

CITY STAFF USE

Parcel ID#: 002025 1 File #: 03-REZ-06-21 Date: 5-4-21

Hearing Date: 6-1-21 Application Deadline (including all support material): 5-4-21

* **FEE $540** Receipt #: 235267 Check #: 006431 Received by and date: DAG 5-4-21

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

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

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

Please review the attached excerpts from the Land Development Code

APPLICANT CONTACT INFORMATION

PROPERTY OWNER

Name: TDK L.L.C.

Address: 1001 ALLOUEZ

City, State, Zip: MARQUETTE MI 49855

Phone #: 906.360.0119

Email: TERRYDOYLE119@GMAIL.COM

****APPLICANTS OR REPRESENTATIVES ARE STRONGLY ENCOURAGED TO BE PRESENT AT THE MEETING****

APPLICANT/OWNERS REPRESENTATIVE
RG DESIGN CO. JASON GAUTHIER

Name: FOR TRANQUILITY FIELDS

Address: 333 W WASHINGTON ST.

City, State, Zip: MARQUETTE, MI 49855

Phone #: 906 273.1041

Email: JASON@RG-DESIGN.CO

****APPLICANTS OR REPRESENTATIVES ARE STRONGLY ENCOURAGED TO BE PRESENT AT THE MEETING****

PROPERTY INFORMATION

Location (Street Address): 1651 S. FRONT ST. Property Identification Number: 002025 1

Size of property (frontage / depth / sq. ft. or acres): 200' x 190' +/- 0.697 ACRES

Current Zoning District: GC - CR Proposed Zoning District: GC

Surrounding Zoning Districts: North MDR East LDR South LDR West PUD - CONDO

Legal Description: JOHN & KIM. BURTS ADD., LOTS - 37, 38 & 39...
SEE ATTACHED PROPERTY INFO, INCLUDING LEGAL DESCRIPTION

PRE-APPLICATION CONFERENCE

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

PHASING OF APPLICATION

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

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

SIGNATURE

I hereby certify the following:

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

Property Owner Signature: _____ Date: 5/3/2021

Section 54.1405 Zoning Ordinance Amendment Procedures

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

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

(C) Amendment Review Procedures.

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

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

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

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

(1) Master Plan. Consistency with the recommendations, goals, policies and objectives of the Master Plan and any sub-area plans. If conditions have changed since the Master Plan

was adopted, consistency with recent development trends in the area shall be considered.

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

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

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

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

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

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

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

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

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

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

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

(E) **Notice of Adoption of Amendment.** Following adoption of an amendment by the City Commission, one (1) notice of adoption shall be filed with the City Clerk and one (1) notice

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

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

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

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

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

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

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

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

(2) Vote. If a protest petition is filed, approval of the amendment to this Ordinance shall require a 2/3 vote of the City Commission.

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

(H) Rezoning (Zoning Map Amendment) with Conditions. Pursuant to MCL 125.3405, the City Commission, following a public hearing and recommendation by the Planning Commission, may approve a petition for a rezoning with conditions requested by a property owner. The standards of this section shall grant a property owner the option of proposing conditions for the development and use of property in conjunction with an application for rezoning. Such

conditions may be proposed at the time the application for rezoning is filed, or at a subsequent point in the process of review of the proposed rezoning.

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

(a) A statement acknowledging that the rezoning with conditions was proposed by the applicant to induce the City to grant the rezoning, and that the City relied upon such proposal and would not have granted the rezoning but for the terms spelled out in the conditional rezoning agreement; and, further agreement and acknowledgment that the conditions and conditional rezoning agreement are authorized by all applicable state and federal law and constitution, and that the Agreement is valid and was entered on a voluntary basis, and represents a permissible exercise of authority by the City.

(b) Agreement and understanding that the property in question shall not be developed or used in a manner inconsistent with the conditional rezoning agreement.

(c) Agreement and understanding that the approval and conditional rezoning agreement shall be binding upon and inure to the benefit of the property owner and City, and their respective heirs, successors, assigns, and transferees.

(d) The date upon which the rezoning with conditions becomes void, as specified in *Section 54.1405(H)(3)*, below. If an extension of approval is granted by the City Commission, a new conditional rezoning agreement with the new expiration date shall be recorded.

(e) Agreement and understanding that, if a rezoning with conditions becomes void in the manner provided in *Section 54.1405(H)(3)*, below, no development shall be undertaken or permits for development issued until a new zoning district classification of the property has been established.

(f) Agreement and understanding that each of the requirements and conditions in the conditional rezoning agreement represents a necessary and reasonable measure which, when considered with all other conditions and requirements, is roughly proportional to the increased impact created by the use represented in the approved rezoning with conditions, taking into consideration the changed zoning district classification and the specific use authorization granted.

(g) A legal description of the property affected by the rezoning with conditions.

(h) Development regulations affected by the conditions of rezoning, including but not limited to density, setbacks, height, site coverage, signs, parking, architecture, lighting, landscaping etc.

(i) Revocation of approval provisions returning the property to its original zoning designation if the developer violates the terms of the agreement.

(j) A conditional rezoning agreement may contain a conditional rezoning plan as an attachment, with such detail and inclusions proposed by the applicant and approved by the City Commission in accordance with this Section, following recommendation by the Planning Commission. Inclusion of a conditional rezoning plan as an attachment to a conditional rezoning agreement shall not replace the requirement for Preliminary and Final Site Plan, Subdivision, Condominium, or Special Land Use review and approval, as the case may be.

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

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

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

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

(i) The property owner may seek a new rezoning of the property; and/or

(ii) Pursuant to MCL 125.3405, the land shall revert to its former zoning classification following the process for approval of a rezoning with conditions.

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

(5) Review and Approval Process. An application for a rezoning with conditions shall be reviewed following the same process and procedures applicable to a rezoning set forth in *Section 54.1405(C)*, with the exception that the conditional rezoning agreement shall be

executed between the applicant and the City Commission at the time of City Commission approval of a rezoning with conditions.

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

1651 S FRONT ST MARQUETTE, MI 49855 (Property Address)

Parcel Number: 0020251



Item 1 of 5 3 Images / 2 Sketches

Property Owner: TDK LLC

Summary Information

> Commercial/Industrial Building Summary
- Yr Built: 1987 - # of Buildings: 1
- Total Sq Ft: 2,820

> Property Tax Information found

> Assessed Value: $172,300 | Taxable Value: $118,853

> 5 Building Department records found

Owner and Taxpayer Information

Owner	TDK LLC 1001 ALLOUEZ MARQUETTE, MI 49855	**Taxpayer**	SEE OWNER INFORMATION

General Information for Tax Year 2020

Property Class	COMMERCIAL	**Unit**	52 CITY OF MARQUETTE
School District	MARQUETTE PUBLIC	**Assessed Value**	$172,300
MAP #	52-52-000-202-51	**Taxable Value**	$118,853
D.D.A. DIST.	0	**State Equalized Value**	$170,801
BLDG. TYPE	RESTAURANT	**Date of Last Name Change**	07/17/2008
LAST VISIT	*No Data to Display*	**Notes**	*Not Available*
Historical District	No	**Census Block Group**	*No Data to Display*
T.I.F. DIST.	*No Data to Display*	**Exemption**	*No Data to Display*

Principal Residence Exemption Information

Homestead Date *No Data to Display*

Principal Residence Exemption	June 1st	Final
2021	0.0000 %	-
2020	0.0000 %	0.0000 %

Previous Year Information

Year	MBOR Assessed	Final SEV	Final Taxable
2019	$172,200	$172,200	$116,637
2018	$154,800	$154,800	$113,904
2017	$150,700	$150,700	$111,562

Land Information

Zoning Code	GC-CR	**Total Acres**	0.697
Land Value	$93,000	**Land Improvements**	$77,237
Renaissance Zone	No	**Renaissance Zone Expiration Date**	*No Data to Display*
ECF Neighborhood	COMMERCIAL - RETAIL	**Mortgage Code**	*No Data to Display*
Lot Dimensions/Comments	IREGULAR; SEE SKETCH	**Neighborhood Enterprise Zone**	No

Lot(s)	Frontage	Depth
No lots found		
	Total Frontage: 0.00 ft	**Average Depth: 0.00 ft**

Legal Description

JOHN & WM. BURT'S ADD., LOTS-37, 38, & 39 & THAT PART OF LOT-36 LYING W. OF A LINE DRAWN FROM THE N.W. COR. TO THE S.E. COR. OF SAID LOT-36; ALSO THE S. 10' OF THE VAC. ALLEY LYING N. OF SAID LOTS-37 THRU 39; ALSO ALL OF VAC. SANDSTONE ST. LYING S. OF SAID LOTS-36 THRU 39 (CONTAINS 0.70 A)

Land Division Act Information

Date of Last Split/Combine	*No Data to Display*	**Number of Splits Left**	*Not Available*
Date Form Filed	*No Data to Display*	**Unallocated Div.s of Parent**	*Not Available*
Date Created	*No Data to Display*	**Unallocated Div.s Transferred**	*Not Available*
Acreage of Parent	0.00	**Rights Were Transferred**	Yes
Split Number	0	**Courtesy Split**	No
Parent Parcel	*No Data to Display*		

Sale History

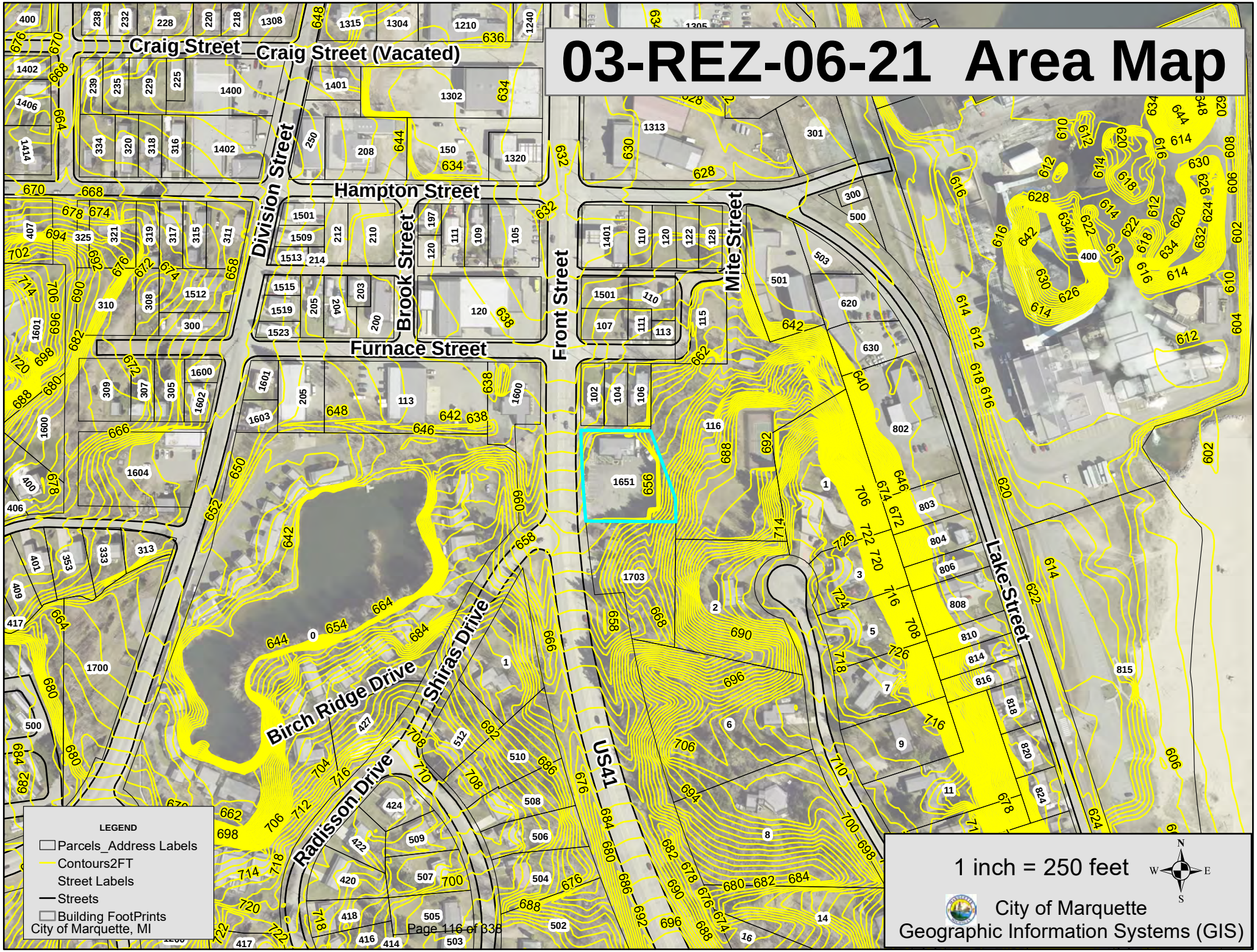
Sale Date	Sale Price	Instrument	Grantor	Grantee	Terms of Sale	Liber/Page	Comments
02/24/2003	$170,000.00	WD	MICHIGAN PIZZA HUT INC	TDK LLC	ARMS-LENGTH	452/771	
07/07/1987	$75,000.00	WD	BRISSON, FREDERICK	E & D PROPERTIES	ARMS-LENGTH	361/321	VACANT COMMERCIAL LAND SALE

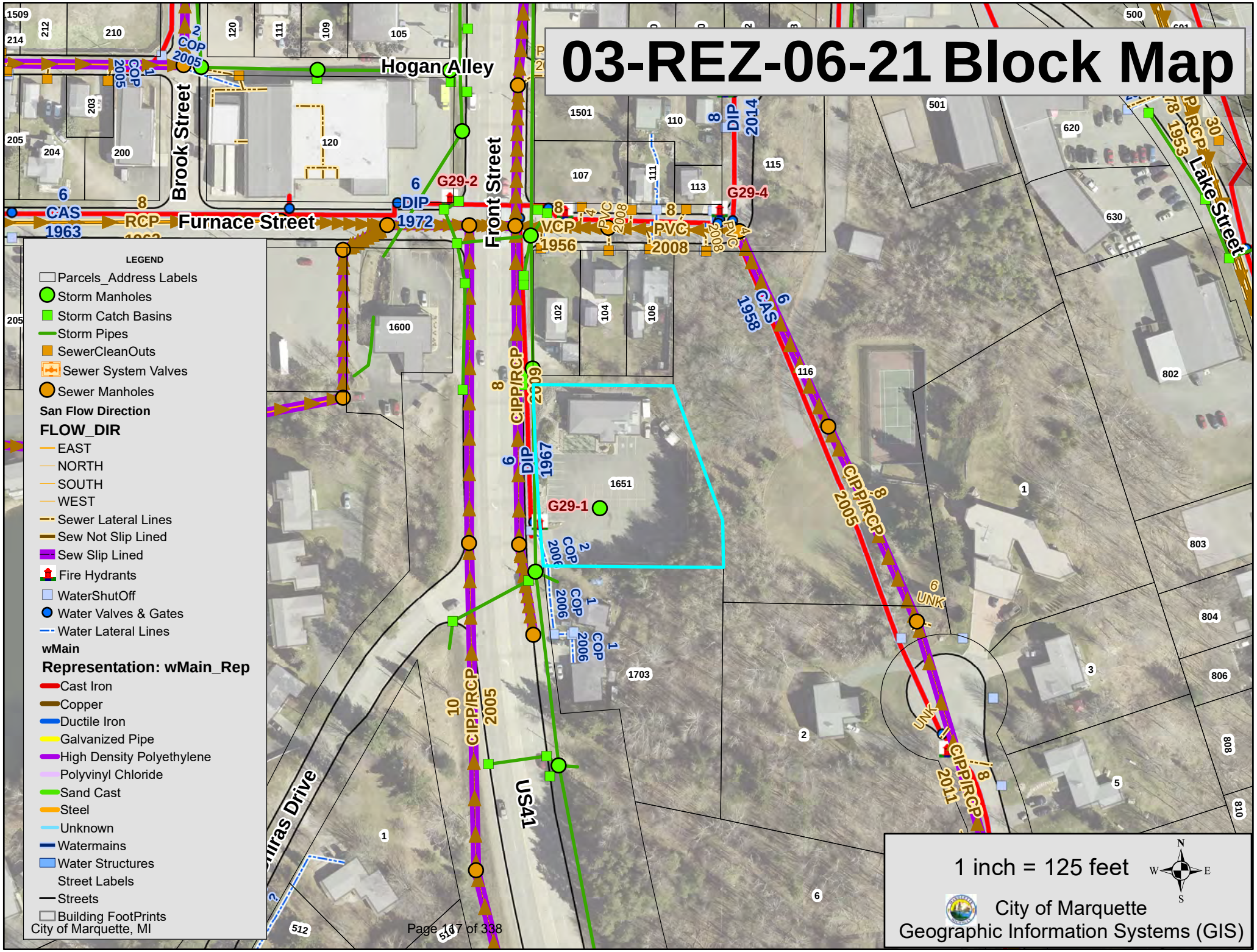
Building Information - 2820 sq ft Restaurants - Fast Food (Commercial)

Floor Area	2,820 sq ft	**Estimated TCV**	$166,290
Occupancy	Restaurants - Fast Food	**Class**	D Frame
Stories Above Ground	1	**Average Story Height**	12 ft
Basement Wall Height	0 ft	**Identical Units**	1
Year Built	1987	**Year Remodeled**	*No Data to Display*
Percent Complete	100%	**Heat**	Forced Air Furnace
Physical Percent Good	47%	**Functional Percent Good**	100%
Economic Percent Good	100%	**Effective Age**	25 yrs

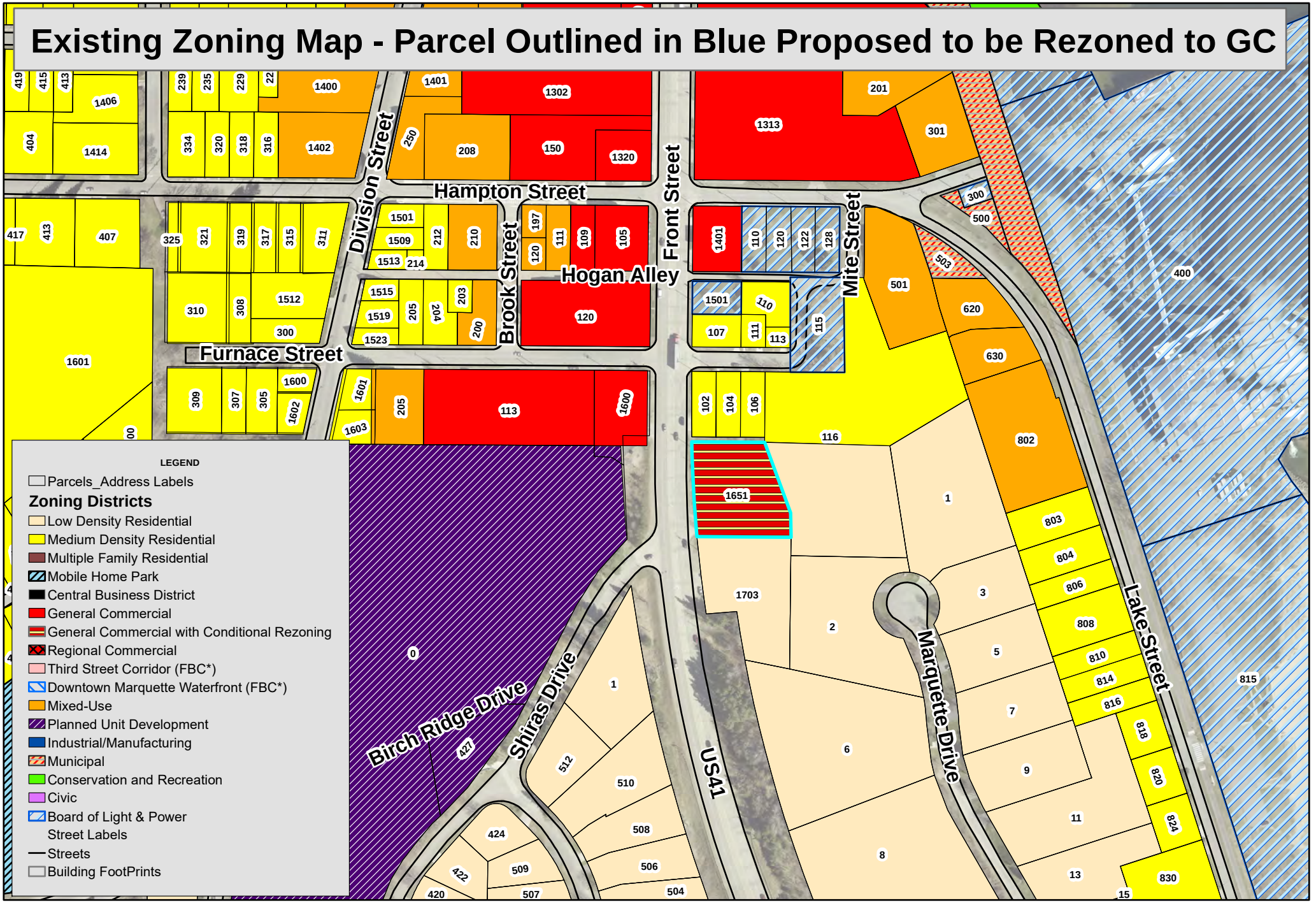
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03-REZ-06-21 Area Map
Craig Street
Craig Street (Vacated)
Division Street
Hampton Street
Brook Street
Front Street
Mite Street
Furnace Street
Lake Street
US41
Shiras Drive
Birch Ridge Drive
Radisson Drive
LEGEND
Parcels_Address Labels
Contours2FT
Street Labels
Streets
Building FootPrints
City of Marquette, MI
1 inch = 250 feet
N
W
E
S
City of Marquette
Geographic Information Systems (GIS)


03-REZ-06-21 Block Map
Hogan Alley
Brook Street
Furnace Street
Front Street
Lake Street
US41
Duras Drive
G29-1
G29-2
G29-4
LEGEND
Parcels_Address Labels
Storm Manholes
Storm Catch Basins
Storm Pipes
SewerCleanOuts
Sewer System Valves
Sewer Manholes
San Flow Direction
FLOW_DIR
EAST
NORTH
SOUTH
WEST
Sewer Lateral Lines
Sew Not Slip Lined
Sew Slip Lined
Fire Hydrants
WaterShutOff
Water Valves & Gates
Water Lateral Lines
wMain
Representation: wMain_Rep
Cast Iron
Copper
Ductile Iron
Galvanized Pipe
High Density Polyethylene
Polyvinyl Chloride
Sand Cast
Steel
Unknown
Watermains
Water Structures
Street Labels
Streets
Building FootPrints
City of Marquette, MI
1 inch = 125 feet
N
W
E
S
City of Marquette
Geographic Information Systems (GIS)

Existing Zoning Map - Parcel Outlined in Blue Proposed to be Rezoned to GC



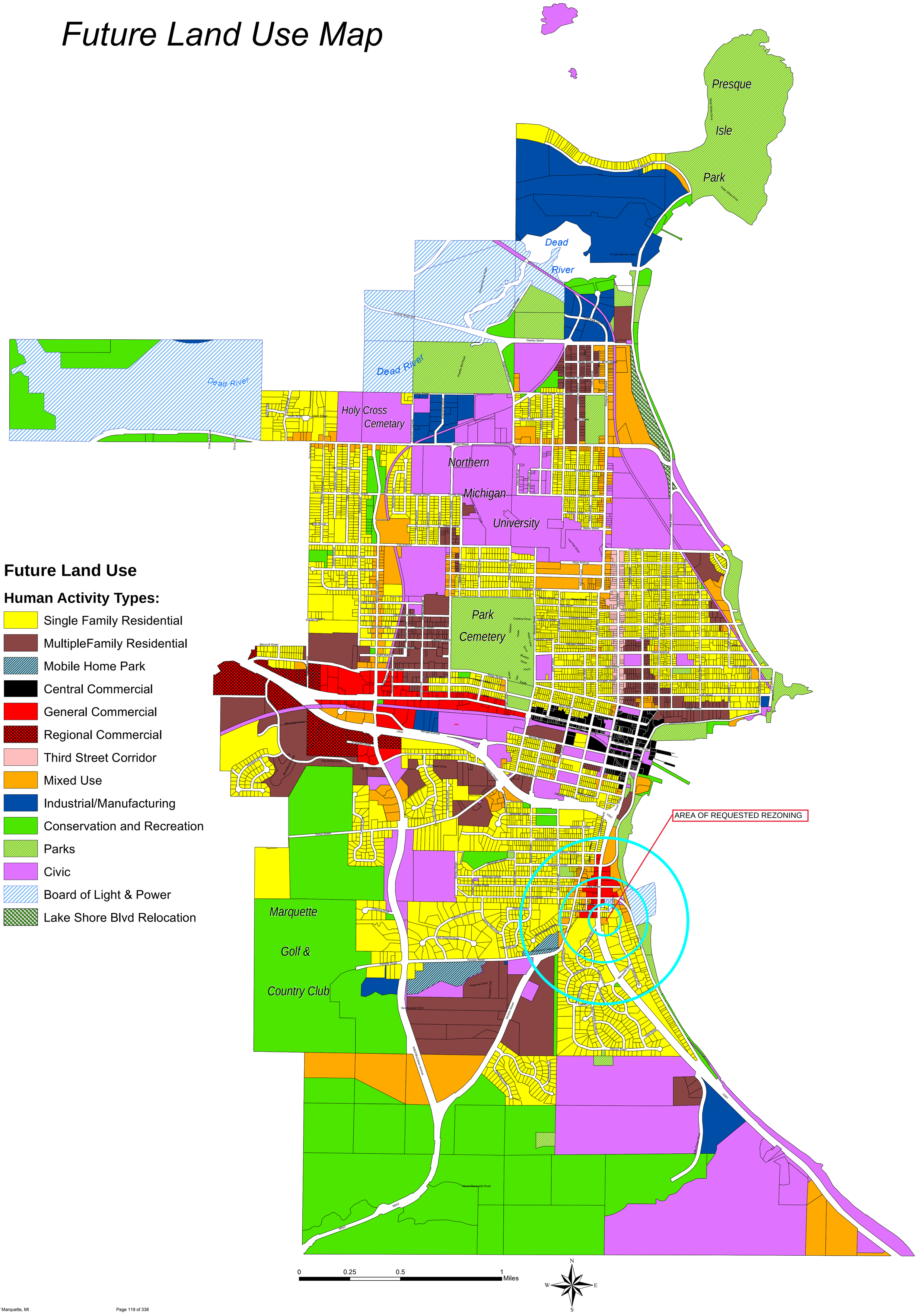
In regard to the map, the information contained on this map is believed to be accurate but accuracy is not guaranteed. Mapping information is a representation of various data sources and is not a substitute for information that would result from an accurate land survey. The information contained herein does not replace information that may be obtained by consulting the information's official source. In no event shall the City of Marquette be liable for any damages, direct or consequential, from the use of the information.

N W E S

1 inch = 250 feet

MARQUETTE COMMUNITY MASTER PLAN

Future Land Use Map



Future Land Use

Human Activity Types:

- Single Family Residential
- MultipleFamily Residential
- Mobile Home Park
- Central Commercial
- General Commercial
- Regional Commercial
- Third Street Corridor
- Mixed Use
- Industrial/Manufacturing
- Conservation and Recreation
- Parks
- Civic
- Board of Light & Power
- Lake Shore Blvd Relocation

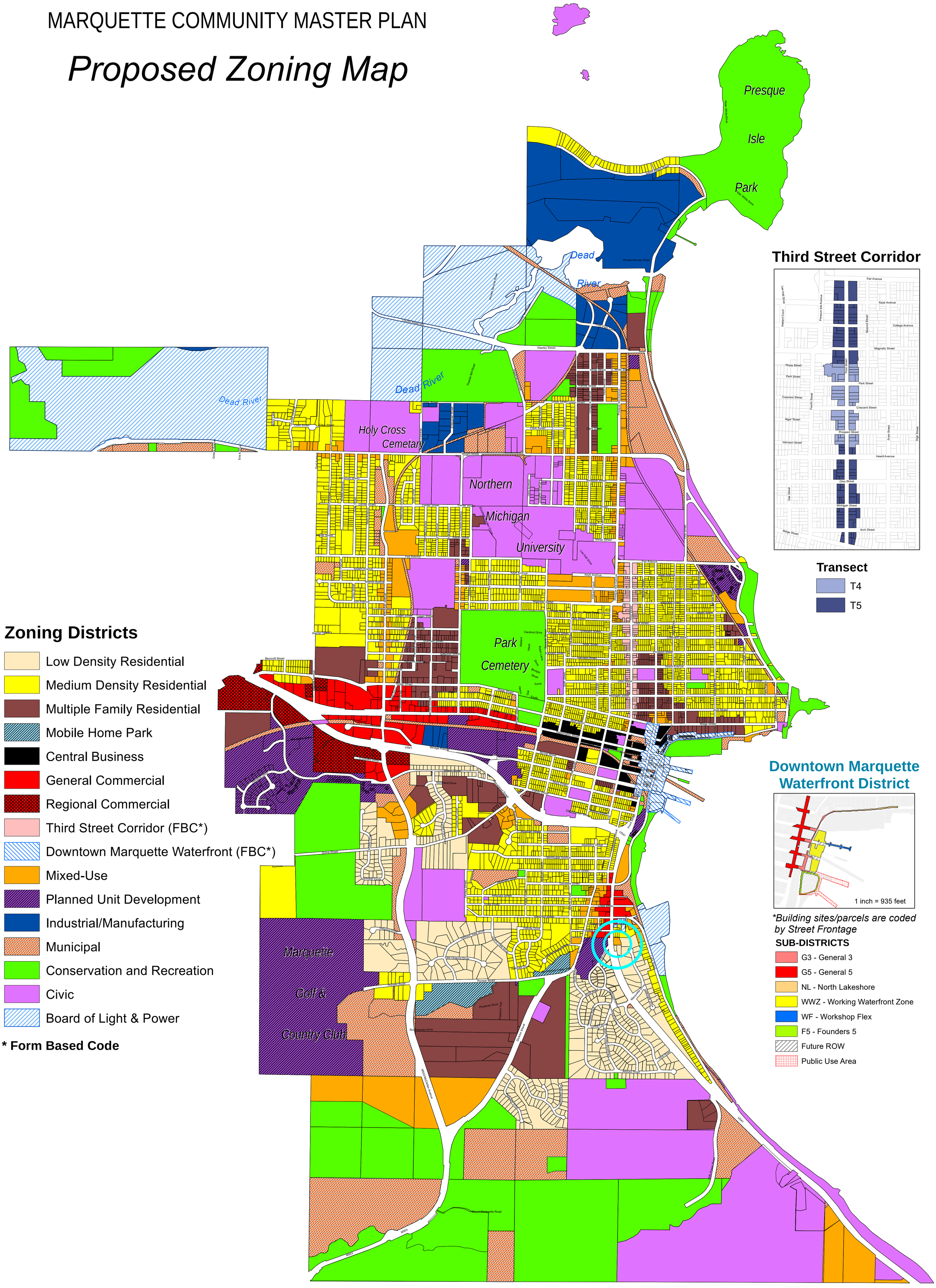
MARQUETTE COMMUNITY MASTER PLAN

Proposed Zoning Map

Zoning Districts

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

*** Form Based Code**




05/20/2021 10:58


FOR SALE
OR
LEASE
05/20/2021 10:58


05/20/2021 10:59


05/20/2021 10:58


05/20/2021 10:58


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05/20/2021 10:58


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PUBLIC HEARING NOTICE
MARQUETTE CITY PLANNING COMMISSION

Notice is hereby given that the Marquette City Planning Commission will hold a public hearing on the following matters at their regular meeting scheduled for 6:00 P.M. on Tuesday, **June 1, 2021**:

01-PUD-05-09-A8 – Amendment to the Picnic Rocks Planned Unit Development located at 1001 Lakeshore Blvd. and 1301-1317 Picnic Rocks Drive (PIN: 0370070, and 1300010 to 1300160): Julie Bowerman, Lakeshore Residences LLC, and Picnic Rocks Pointe Association are seeking approval of an amendment to their previously approved Planned Unit Development (PUD) consisting of 15 residential units in the form of single-family dwellings. They are requesting to revise paragraph 7.6 Codes and Ordinances of the PUD Master Deed. It states that "In addition to the construction requirements in this section, all buildings and other- structures must comply with applicable building and other- structures must comply with applicable building, mechanical, electrical, and plumbing codes of the applicable jurisdictions in effect when the building or structure is erected." They would like it to read that "In addition to the construction requirements in this section, all buildings and other- structures must comply with applicable building and other- structures must comply with applicable building, mechanical, electrical, and plumbing codes of the applicable jurisdictions in effect when the building or structure is erected with an exception to permit the existing six-foot high closed construction vinyl fence on Lot #9 to remain in place."

04-SUP-06-21 – 717 N. Third St (PIN: 0330420): Superior Culture LLC and Alex Rowland are seeking a Special Land Use permit for an expansion to their previously approved Outdoor Food and Beverage Service, and a Special Land Use Permit for Outdoor Entertainment and Community Events as a Principal Use to be located at 717 N. Third St.

03-REZ-06-21 – 1651 S. Front St. (PIN: 0020251): TDK LLC and Tranquility Fields are requesting to rezone the property located at 1651 S. Front Street which is zoned **General Commercial with Conditional Rezoning (GC CR)** to be zoned **General Commercial (GC)**.

The public hearing for these requests will begin at 6:00 p.m. on Tuesday, **June 1, 2021**, and the meeting will be held virtually with Commission members and Staff attending remotely. This meeting will be streamed on the City of Marquette YouTube channel, at https://www.youtube.com/user/CityofMarquetteGov. Please note that the YouTube livestream will have at least a 20 second delay, and that anyone that wishes to offer public comment via Zoom (directions are provided below) will need to open the livestream to follow along while they wait to enter the meeting. In order to offer a live video comment, you must visit: https://us02web.zoom.us/j/84127534741. Members of the public wishing to call in and make a comment over the phone will need to call 312-626-6799 and enter the meeting ID (841 2753 4741).

Written comments, prior to the meeting, may be submitted to the Community Development Department located at 1100 Wright St., Marquette, Michigan 49855 or e-mail alanders@marquettemi.gov. Materials relating to this request may be viewed at the Community Development Department's office at the Municipal Service Center during 7:30 a.m. to 4:30 p.m., Monday through Friday, however, please call 906.225.8383 to schedule an appointment. You can also request to have the materials submitted by the applicant e-mailed to you by e-mailing alanders@marquettemi.gov. If you have a disability and require assistance to participate, please provide advance notice.

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

Excerpt of the March 17, 2020 Planning Commission Minutes

B. 01-REZ-03-2020 1651 S. Front St. - Conditional Rezoning Request (Mixed Use to General Commercial with Conditions)

Zoning Official A. Landers stated that staff has reviewed the Conditional Rezoning permit application for 1651 S. Front St. and stated that the STAFF FILE REVIEW/ANALYSIS contains specific information regarding the request. She showed the application, staff report, photos and maps of the site, and asked if there were any questions for staff.

Mr. Terry Doyle, 1001 Allouez Dr, stated nothing is going to change and if it were to go back to a normal restaurant there would still be the same amount of traffic if you do a marijuana growing place they are going to have to filter it. He also stated if the neighbors have trouble with that then they can file a complaint and they will shut the place down. He stated in order to have a grow area it is going to have to be totally filtered out. He also stated he does not see any change in what the Union Grill has done. He stated that they started out there in 2003 and opened in 2005, and ran it for ten years very successfully and then they sold it to another entity, and they changed things and it kind of failed and then they got it back. He also stated it was a very viable property and it was very busy there, and there was not one accident coming out of that parking lot, so those arguments are a little bit mute. He stated that the application is a little bit mute at the moment, because he does not think that they would turn it over to a marijuana growing entity at this point because of the economy, and those fears could be alleviated a little bit. He also stated he would just like it to be expanded into more of the commercial side because it went from General Business zoning to Mixed Use, so they are just asking for a little bit more leeway because it is definitely a commercial property.

M. Dunn asked if the intent is to have a grow operation and retail. Mr. Doyle stated that they were just asking to be include into the district right across the street and all of that was designated into the marijuana growing maps and they wanted to have the same leeway that they were afforded. He also stated to be truthful they had an offer and when the zoning kicked them out they could not close the deal. He stated that they would just like to have that afforded to them, and there are no written contacts on the property right now. He also stated with the development in the Lower Harbor, with the big hotel, he can see it turning back into a restaurant which will have as much traffic as retail marijuana would.

Chair J. Cardillo opened the public hearing. No one wished to speak so Chair J. Cardillo closed the public hearing.

It was moved by M. Larson, seconded by M. Dunn and carried 5-0 to suspend the rules for discussion.

M. Larson stated that he wants to make sure that they are all on the same page since they have not used conditional rezoning yet.

D. Stensaas stated that the option allows for the applicant to propose a set of conditions that the City would approve outright or could possibly approve with further conditions that may not include requesting anything beyond the offer, but maybe to take some things off of the table. He also stated one thing that the City cannot get into with a conditional rezoning is a *quid pro quo* situation by asking for something else. He stated that they have to take it at face value or possibly make a motion where you take something off the table that was offered by the applicant. He also stated the benefit to the applicant is that this is not reviewed as a standard rezoning and it is not reviewed for spot zoning because a conditional rezoning is a unique land use to itself. He stated the Planning Commission does need to consider that the Master Plan made certain recommendations about this area and property specifically, and so the one issue that comes up is the consistency with the Master Plan. He also stated when you are looking at the Future Land Use Map being the main thing that has to jive for a rezoning, as far as the Master Plan is concerned it is not strictly consistent, but that is where a motion would need to address this. He stated that the motion would need to address the consistency issue. J. Cardillo stated because this change would be inconsistent. D. Stensaas stated one of the reasons that conditional rezoning was proposed into the Land Development Code, and adopted in, was to allow for very rare and unique situations where that maybe it makes sense to allow for certain things to transpire on the property that there is no other remedy for. J. Cardillo stated that they do

not want to change the whole district. D. Stensaas stated that is right, and it is up to the Planning Commission to decide if it fits with the rare kind of unique situation where a conditional rezoning might be appropriate.

M. Dunn stated that the majority of the permitted uses would probably be fine considering the nature of the surrounding properties, except Light Manufacturing concerns him being right next door to residential.
J. Cardillo stated what has been highlighted and taken out of the staff packet are things in the General Commercial that are not in Mixed Use. Ms. Landers stated the things that are highlighted and crossed out are the property owners proposed exempted uses. She also stated the applicant is asking to be rezoned and not include those uses. D. Stensaas stated all of those uses are what are allowed in General Commercial that are not allowed in Mixed Use, with one exception and that is a bar is allowed in Mixed Use as a Special Land Use. He also stated the applicant has taken the General Commercial standards and eliminated everything except for the marijuana facilities, and all of the other things that are not crossed out are allowed in Mixed Use. J. Cardillo stated the point is that Light Manufacturing is already allowed in Mixed Use and that this is essentially Mixed Use with adding in the marijuana component and that is the net result of what they are trying to do.

M. Dunn asked to clarify if Light Manufacturing is allowed in Mixed Use. A. Landers stated that is correct. D. Stensaas stated that “marijuana light manufacturing” is not allowed but the regular Light Manufacturing is a Special Land Use in Mixed Use.

J. Cardillo stated that her thoughts on this are that they should go through it in the way that they have done this with the other zones, which is to look at each of these different marijuana uses and decide on a kind of case by case basis. She also stated that they are essentially just adding in the marijuana uses and she personally thinks that some are appropriate and some others she is a bit dubious about.

M. Larson stated that this is actually proposing to take the General Commercial standards and just crossing some of those out so it would no longer be Mixed Use, it would be General Commercial conditional rezoning shown with certain uses. D. Stensaas stated all of the other things are allowed in General Commercial that are not allowed in Mixed Use the applicant has proposed be taken out or omitted.

J. Cardillo stated let’s just look at the things that the applicant wants to add in, which is the marijuana, and go one by one reviewing it. She also stated starting with the Designated Consumption, that is the one that she probably has the biggest issue with. She stated it is her feeling that it is a specific condition because it is on the highway and it has historically been commercial and she appreciates that, but she also appreciates that on three sides it is surrounded by residential. She also stated consumption is the only use where people are actually consuming the product and she can understand residential concerns about it. She stated that they were also very, very cautious where they allowed consumption in the community because they want to give it some time to understand what it is all about. She also stated it is her personal feeling to eliminate that one. D. Stensaas stated that they can make a recommendation on that condition. He also stated that they are making a recommendation to the City Commission, and it is up to them to decide what to do with the recommendation of the Planning Commission. He stated that he talked to the City Attorney about this and there is not a lot of guidance out there on Conditional Rezoning aside from do not get into a quid pro quo thing and do not give up any of your zoning powers. He also stated recommending that certain facility types should not get approved by the City Commission is okay, and the attorney seemed to think that is probably okay. He stated that it is a new thing for them and there are not a lot of communities that do conditional rezoning.
J. Cardillo stated they are talking about a specific property and typically they are not with zoning, it is usually generalized. She also stated that here we’re talking about one specific property and we can go through the proposed uses and say if they are appropriate at this specific property.

A. Andres stated for consumption he would vote no, it is not appropriate for this site.

M. Larson stated that he can understand the residents immediately surrounding, but General Commercial is also literally across the street right there and it is allowed at that facility directly across the street. He also stated in proximity he feels like to other general business areas it is something to be considered. He stated that does not discount the neighbors that are immediately around it, so he is a little bit torn which side.

M. Dunn stated that he recognized the concerns for the consumption establishment but that is not his top concern, and his biggest concern is some of the larger grow operations being in General Commercial, and he thought they should be in industrial zones only. D. Stensaas stated grower class A is up to 100 plants, class B is not more than 500 plants, class C is not more than 2,000, and the Excess license to cultivate or sell or transfer is five stacked class C licenses - so that is up to 10,000 plants. J. Cardillo asked what the square footage of the property is. Mr. Doyle stated it is about an acre and the building is 2,700-square feet. M. Dunn stated his concern is with the class C and Excess again, not because of the property itself, but because of the residential around it. J. Cardillo stated that she would concur with that.

Mr. Doyle stated with the proposal they had, they were going to tear the building down and build a $2.2-million facility, so that is why they did not want to exclude. He also stated that they had assured them that they would have all of the ventilation. He stated that anybody would have to have purified air coming out of the building. J. Cardillo stated this is why for her the consumption is the one that is different than everything else because you have people actually consuming the product. She also stated she understands that it is hard to comprehend that a mechanical system is going to be able to handle this, but the reality is that the code states that if you smell it with your nose than you are in violation. M. Dunn stated that he gets the aspect of it that it is allowed in commercial too.

M. Dunn stated that he is okay with consumption.

W. Premeau stated that it is okay with keeping consumption in.

J. Cardillo stated that they will keep that one in. She also asked if everyone is okay with Class A, for a grower, which is 100 plants. Planning Commission members concurred that they all agreed to this. She asked about Class B, which is up to 500 plants. Planning Commission members all agreed to this. She asked about Class C, which is up to 2,000 plants. J. Cardillo stated that if you tear down the building that is there and build something new she feels confident that they could house 2,000 plants. M. Dunn asked about truck traffic at that point. J. Cardillo stated that she does not think that it is an issue. M. Dunn stated if you take odor off, if you assume that the code addresses that properly, then his only other concern is the traffic. J. Cardillo stated that it is all plants and not people. Ms. Landers stated for marijuana you have to have the secure transporter, so it would probably be the vans that are locked. M. Dunn stated that he is okay with Class C. J. Cardillo stated that all members are okay with C.

J. Cardillo asked about excess which is stacking up to 10,000 plants. M. Dunn stated that he is not okay with it, it seems like too big of a jump. M. Larson stated that he thinks that it will likely self-select itself out due to the size of the property, and he would be okay with eliminating it. A. Andres stated he would eliminate this one. M. Dunn stated that he would eliminate this. W. Premeau stated that he would like to eliminate it. J. Cardillo stated that right now the only exclusion is Excess Grower.

J. Cardillo stated the next is Microbusiness. She also stated that it seems appropriate to her as long as it is the Light Manufacturing level. There was no objection from Planning Commission members to Microbusiness establishments.

J. Cardillo stated that marijuana Processor-Light Manufacturing is next. She also stated that the Light Manufacturing level does not have the hazardous materials for extraction. There was no opposition from the Planning Commission on this.

J. Cardillo stated the next to review is marijuana Retailer. She also stated that is the one that might have the most traffic, but she does not think that it would be more than a restaurant or a bar. She also stated that you cannot consume onsite. There was no opposition to this from Planning Commission members.

J. Cardillo stated the last one to review is the Safety Compliance, which is one of the lower impact options. Planning Commission members agreed to this.

J. Cardillo stated that it looks like they are okay with everything except the Excess Grower. Members of the Planning Commission agreed with this.

M. Larson stated had this discussion come up prior to the marijuana issue he thinks that they would have said that it makes sense to be General Commercial. He also stated that because is across the street essentially from General Commercial it fits with being that last commercial entity as you go up that hill and he does think there is a case to be made that it is a General Commercial property and is a like use.

J. Cardillo stated what is a challenge and what makes this a unique property is that it should be commercial, but it is the fact that it is surrounded by these residential properties, but they are anomalies because it is residential properties that are right on the highway. She also stated that they do want to protect those people's rights, but also acknowledge that they are in a fairly commercial location.

> *It was moved by M. Larson, seconded by M. Dunn, and carried (4-1) that After conducting a public hearing and review of the application and STAFF FILE REVIEW/ANALYSIS for 01-REZ-03-20, the Planning Commission finds that the proposed rezoning with conditions is consistent with the intent of the Community Master Plan and meets the requirements of the Land Development Code Section 54.1405 and hereby recommends that the City Commission approve 01-REZ-03-20 with the following condition – that the* Marijuana Grower-Excess *classification is struck from the list of allowable uses proposed by the applicant.*
>
> *Yes: M. Larson, M. Dunn, J. Cardillo, W. Premeau; No: A. Andres*

CORRESPONDENCE
B. Marquette Township Notice of 63-day Review Period for Master Plan Amendment
The Planning Commission and staff discussed the letter.

COMMISSION AND STAFF COMMENTS

M. Dunn stated that he lives in the city and expects there to be noise, but there has been tree cutting along streets in the night recently, and a great deal of other noise from garbage pickup to other city vehicles and he is wondering if all of these night operations are necessary when it seems that residential areas and streets are fairly quiet during the day when most people are at work. D. Stensaas recommended that Mr. Dunn contact a member of the City Commission to express his concerns as a resident. A. Landers recommended that Mr. Dunn speak with the Administrative Assistant to the Public Works Dept. as well.

ADJOURNMENT
The meeting was adjourned by Chair J. Cardillo at 9:05 p.m.

David Stensaas

Prepared by:
David Stensaas, City Planner and Zoning Administrator
Planning Commission Secretary
Imedat/smc

Excerpt of the April 27, 2020 City Commission Minutes

City of Marquette, MI
300 West Baraga Ave
Marquette, Michigan 49855
Meeting Minutes
City Commission Meeting
April 27, 2020

Call to Order, Pledge of Allegiance and Roll Call

Present: Ayes: Bonsall, Davis, Frazier, Hill, Schloegel, Smith, Stonehouse

Approval of the Agenda

Commissioner Pete Frazier moved to Approve the agenda as presented, seconded by Commissioner Fred Stonehouse and Passed.

Announcements

Mayor Smith had no announcements.

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

As the meeting was being held remotely via Zoom, residents were given the opportunity to submit written public comments to be read during the meeting. Deputy Clerk Kyle Whitney read the following comments:
John Braamse wrote to encourage the City to implement a permanent absentee ballot mailing list.
Nathan Larsh wrote to thank the Commissioners for their work throughout the COVID-19 pandemic, and praised Mayor Smith's daily video updates.
Matthew Dawson and Kati Mead wrote in separately, each voicing opposition to a plan to construct a Verizon tower.
Following the written comments, Mary Dawson spoke to the Commission via Zoom, also voicing opposition to the Verizon tower plan.

Public Hearing(s)

1. Public Hearing for a Conditional Rezoning Request for 1651 S. Front Street - Roll Call Vote

Mayor Smith opened the public hearing, and the following citizens commented via Zoom:

Terry Doyle, who owns the subject property, thanked the Commission for taking this item up and said he's available for questions.
Pete LaRue said he owns a property on Furnace Street. He said he is concerned about a marijuana facility operating near his property, and voiced specific concerns

about traffic increases and fumes.
Carrie Roy also lives in the area of this property and voiced concern with having a marijuana business in the area.

With no one else hoping to comment, the Mayor closed the public hearing.

Commissioner Paul Schloegel moved to Authorize suspending the rules for discussion, seconded by Commissioner Pete Frazier and Carried Unanimously.

Commissioner Schloegel asked Planning Commission Chair Joy Cardillo for background on the process to this point. Chair Cardillo and City Community Development Director Dennis Stachewicz discussed the history of this item, as well as the concept of conditional rezoning.
Discussion ensued regarding the conditions proposed to be allowed at this site, the state requirements for marijuana facilities and the next steps in any redevelopment.

Mayor Pro-Tem Jenn Hill moved to approve the conditional rezoning of 1651 S. Front Street with the Planning Commission's recommended stipulation that the Marijuana Grower-Excess classification is struck from the list of allowable uses, seconded by Commissioner Evan Bonsall.

Commissioner Bonsall then moved to amend the main motion by removing the Designated Consumption Establishment classification from the list of allowable uses. This motion was seconded by Commissioner Pete Frazier, and discussion ensued.

Commissioner Bonsall said that after talking with residents, reading the Planning Commission minutes and hearing public comment on this issue tonight, he thinks this is a prudent step.

The motion to amend was adopted 6-1 by roll call, with Mayor Pro-Tem Hill voting no.

The main motion, as amended, then became to approve the conditional rezoning of 1651 S. Front Street with the stipulation that the Marijuana Grower-Excess and the Designated Consumption Establishment classifications are struck from the list of allowable uses.

This amended main motion was then adopted by 5-2 by roll call vote, with Mayor Pro-Tem Hill and Commissioner Schloegel voting no.

Rezoning

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

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Rezoning Factors to Consider

RE: Question One (previous page)

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



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Rezoning Factors to Consider

RE: Question Two (previous page)

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

22

SPOT ZONING



Characteristics

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

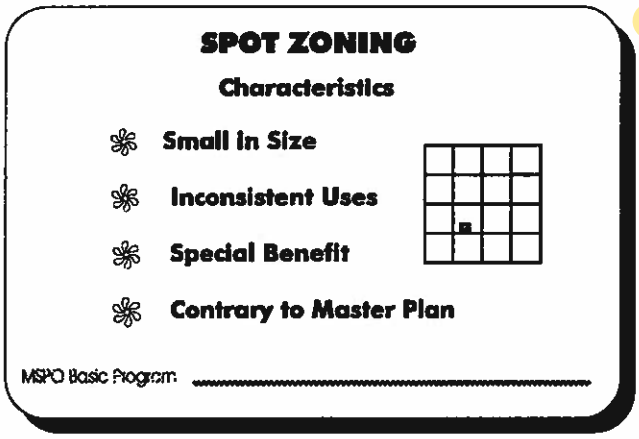
Result

- Typically ruled invalid if challenged in court.

23

SPOT ZONING CONSIDERATIONS

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



What is a Spot Zone?

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

Spot zoning has some specific characteristics. It is not simply the appearance of a "spot" on a zoning map. Many acceptable zone districts may be "islands," surrounded by other zone districts. But while some may disagree on whether or not a specific case is a spot zone, nearly everyone agrees that it is a poor zoning practice. A unjustified spot zone is, therefore, likely to be viewed by the courts as unlawful.

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

Small in Size

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

Inconsistent Uses

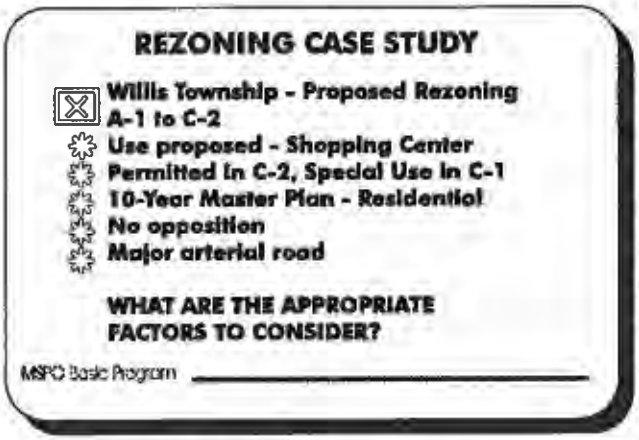
The second quality is that the spot zone will permit uses that are inconsistent with the uses already established or allowed in the vicinity. The inconsistent nature of the spot zone's uses should be clear, i.e. the uses should be very different. These uses, either by virtue of building design, traffic,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

Special Benefit

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

Contrary to the Master Plan

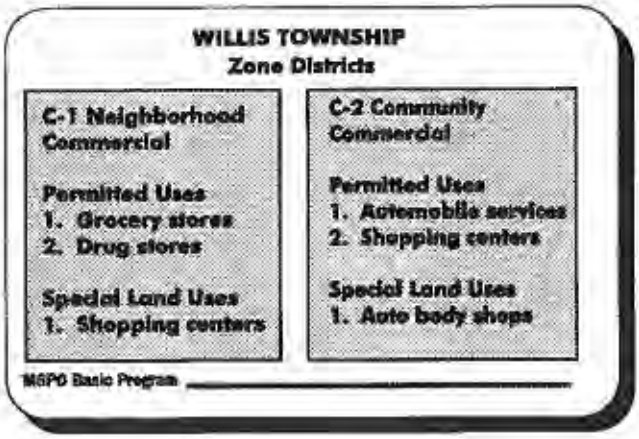
The final characteristic of a spot zone is the one that most distinguishes it as a poor zoning practice. If the Master Plan designates a small parcel in a rural or agricultural area for commercial use to serve residents in the general area, it may have the look of a classic spot zone. In fact, it may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



Rezoning Case Study

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

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



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

WHAT ARE THE APPROPRIATE FACTORS TO CONSIDER?

RECEIVED
MAY 26 2021
Marquette City
Community Development Office

City of Marquette

To Whom it may Concern,

I agree with the purchase and renovation of 1651 S. Front St. (old Pizza Hut) by the Tranquility Fields Group.

I understand that this proposed facility will have provisions for the consumption of marijuana for adults 21 years and older in accordance with the laws of the State of Michigan.

Name: Colleen Pascoe

Address: 102 E. Furnace

Date: 5-25-2021

Signature: Colleen Pascoe

RECEIVED
MAY 26 2021
Marquette City
Community Development Office

City of Marquette

To Whom it may Concern,

I agree with the purchase and renovation of 1651 S. Front St. (old Pizza Hut) by the Tranquility Fields Group.

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Name: JEREMIAH BAUMANN

Address: 110 E. HOGAN ALY MQT MI

Date: 5/25/21

Signature: JB

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Marquette City
Community Development Office

City of Marquette

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Name: Adam Mowafy

Address: 1703 S. Front Street

Date: 5/25/21

Signature: Adam Mowafy

RECEIVED
MAY 26 2021
Marquette City
Community Development Office

City of Marquette

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Name: Scott M. Chalsk.

Address: 111 E Furnace

Date: 5/25/21

Signature:

RECEIVED
MAY 26 2021
Marquette City
Community Development Office

City of Marquette

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I understand that this proposed facility will have provisions for the consumption of marijuana for adults 21 years and older in accordance with the laws of the State of Michigan.

Name: Jeff Michalski

Address: 111 E Furnace Marq. MI

Date: 5-25-21

Signature: Jeff Michalski

RECEIVED
MAY 26 2021
Marquette City
Community Development Office

City of Marquette

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I understand that this proposed facility will have provisions for the consumption of marijuana for adults 21 years and older in accordance with the laws of the State of Michigan.

Name: Gregory Stellenpoll

Address: 1401 S. Front

Date: May 26th 2021

Signature:

RECEIVED
MAY 26 2021
Marquette City
Community Development Office

City of Marquette

To Whom it may Concern,

I agree with the purchase and renovation of 1651 S. Front St. (old Pizza Hut) by the Tranquility Fields Group.

I understand that this proposed facility will have provisions for the consumption of marijuana for adults 21 years and older in accordance with the laws of the State of Michigan.

Name: DEAN KANANEN

Address: 113 E. FURNACE

Date: 5-26-21

Signature: Dean Kananen

Cannabis consumption request

Linda Byers-Blaksmith [redacted]

Thu 5/27/2021 1:58 PM

To: Andrea Landers <alanders@marquettemi.gov>

Dear Ms. Landers,

It has come to my attention that there is a request coming before your commission to have cannabis consumption at a proposed business. I am writing to ask that the zoning request that would make that possible be denied. My reasoning is quite simple. There is no way currently to measure for marijuana intoxication while driving and it would be very likely people would be driving to and from this business on Front Street.

Until there is an effective way to measure impaired driving for marijuana as there is for alcohol there should be NO public consumption allowed in our community. Please forward my email to any others and do not hesitate to contact me for further clarity.

Sincerely,

Linda Byers-Blaksmith
2810 Granite Pointe Drive
Marquette

New Pot Store

Daniel Knight <[redacted]>

Mon 5/31/2021 4:13 PM

To: Andrea Landers <alanders@marquettemi.gov>

Andrea Landers,

I am strongly opposed to the sale and consumption of drugs in my neighborhood. The building and parking lot is directly adjacent to my backyard as well as two of my neighbors' backyards. This is definitely not the appropriate location for this business. There are already two dispensaries just down the highway. There's absolutely no need for a 3rd similar business in our neighborhood. Surely, there is an alternative business that would better serve our small neighborhood.

Sincerely,
Shirley Michelson
106 E. Furnace Street
Marquette, MI

Sent from my iPhone

RECEIVED
JUN 01 2021
Marquette City
Community Development Office

May 28, 2021

City of Marquette
Attn: Andrea M. Landers, Zoning Official
1100 Wright Street
Marquette, MI 49855

Re: Rezoning of 1651 S. Front Street

Dear Ms. Landers and Planning Commission:

I am the owner of a single family residence located at 104 Furnace Street in the City of Marquette. I purchased this property in 1965, and it is currently occupied by my daughter and her family. My property is located in the Medium Density Residential Zoning District. The south boundary of my parcel abuts the north boundary of the parcel that is subject to a Rezoning Request from General Commercial with Conditional Rezoning (GC-CR) to General Commercial (GC). I am once again corresponding to oppose a rezoning of the 1651 S. Front Street parcel for several reasons.

The Zoning Enabling Act authorizes a property owner to voluntarily propose conditions for use of a specific parcel in exchange for rezoning of the land or an amendment to a zoning map. The intent of this statute is self evident, and is to afford some protection to adjoining property owners from drastic or extreme uses that would otherwise be allowed under a zoning change in the absence of any such conditions. Here, it is my general understanding that the landowner proposed to eliminate certain types of uses that would have been clearly incompatible with this parcel. Those conditions should not be removed. In fact, if the landowner is no longer willing to comply with the conditions that resulted in rezoning in the first instance, the remedy is to revoke the Conditional Rezoning and return the property to its original zoning district, which I understand was Mixed Use (MU).

I have spoken with the property owner and developer who indicates that he hopes to establish a marijuana consumption facility. Patrons would be permitted to consume marijuana on-site. This is a considerably higher use intensity than even marijuana retail sales, and is arguably the equivalent of a bar or tavern. When the landowner originally proposed conditions, a bar was one of the uses that was precluded under the limited conditions presented. In any event, rezoning from GC-CR to General Commercial will expand the potential for more invasive use of

the property immediately adjacent to residential parcels. The standards to be considered in proving or denying this rezoning request, weigh against moving this request forward. For example, "The capability of the street system to safely and efficiently accommodate the expected traffic generated" appears problematic. The sight distances, especially when making a left turn into or out of the property are marginal, at best, especially in the winter. Its single driveway is located on a hill, and a vehicle must cross multiple lanes of traffic to exit to the south or enter from the north. Traffic speeds through this area, especially during rush hour, almost always exceed the posted speed limit. This will be compounded by the fact that drivers leaving the premises will just have ingested marijuana, thereby impacting their reaction times and driving skills.

Potential Land Uses and Impacts must also be considered under the City of Marquette Land Development Code. If the conditions are withdrawn, even more intense uses than those eliminated by the conditions now in effect would potentially be permitted. Assuming, however, for sake of argument that the owners are being forthright in their intent to establish a marijuana consumption facility, this type of operation would also arguably attract a significant bicycle and pedestrian traffic. Other parcels in the GC District are served by sidewalks and/or bicycle paths. The sidewalks end and there is no readily available safe pedestrian or bicycle access to this parcel. Additionally, by its very nature, a consumption establishment will generate considerable smoke and odor. While air filtration systems can reduce the negative odors, it is doubtful that they can be completely eliminated. These factors are critical in determining the effects upon the neighboring families attempting to enjoy a meal at their picnic table in their backyards, or upon children playing in sandboxes.

The relationship to surrounding zoning districts is a separate factor to be considered, but at least in this case, overlaps with evaluation of Potential Land Uses and Impacts. This parcel appears to be approximately two-thirds of an acre. The building structure is located close to the northern boundary of the property. There is little or no effective means to place an additional buffer area between this parcel and the adjoining residential properties. Fencing and heavy vegetation can provide a visual barrier, but will be ineffective to prevent migration of unwelcome odors.

The adjoining residential parcels will also likely be impacted by extended business hours. Again, the nature of the business will likely draw customers at all hours of the night, similar to a bar or tavern, with closing hours well past midnight once COVID restrictions are lifted. This will necessarily result in added noise and extended hours of outdoor lighting that would not normally be necessary for a small office building, political office, or even most family restaurants.

The relevant factors weight against advancing this rezoning request. The proposed new use, as well as other uses that would become permissible, greatly exceed any prior use of this property when it was included within the Mixed Use (MU) zone and would be further expanded if changed from GC-CR to GC. It is doubtful that satisfactory conditions could be implemented even under a Special Use Permit, if the rezoning request is granted.

In summary, as an adjoining landowner, I strenuously oppose this application for rezoning.

Sincerely,

Jerome F LaRue

Jerome F. LaRue

JEROME LA RUE
PETE LARUE
906-250-9934
906-228-6656

Rezoning of property-03-REZ-06-21-1651 S. Front St.

Colleen Pascoe <>
Thu 5/27/2021 8:47 PM
To: Andrea Landers <alanders@marquettemi.gov>

I noticed a typo in the first line with the address, it should read rezoning of the property at 1651 S. Front St. so sorry. Thank you for your time,
Colleen Pascoe

Rezoning of property-03-REZ-06-21-1651 S. Front St.

Colleen Pascoe <[redacted]>

Thu 5/27/2021 2:28 PM

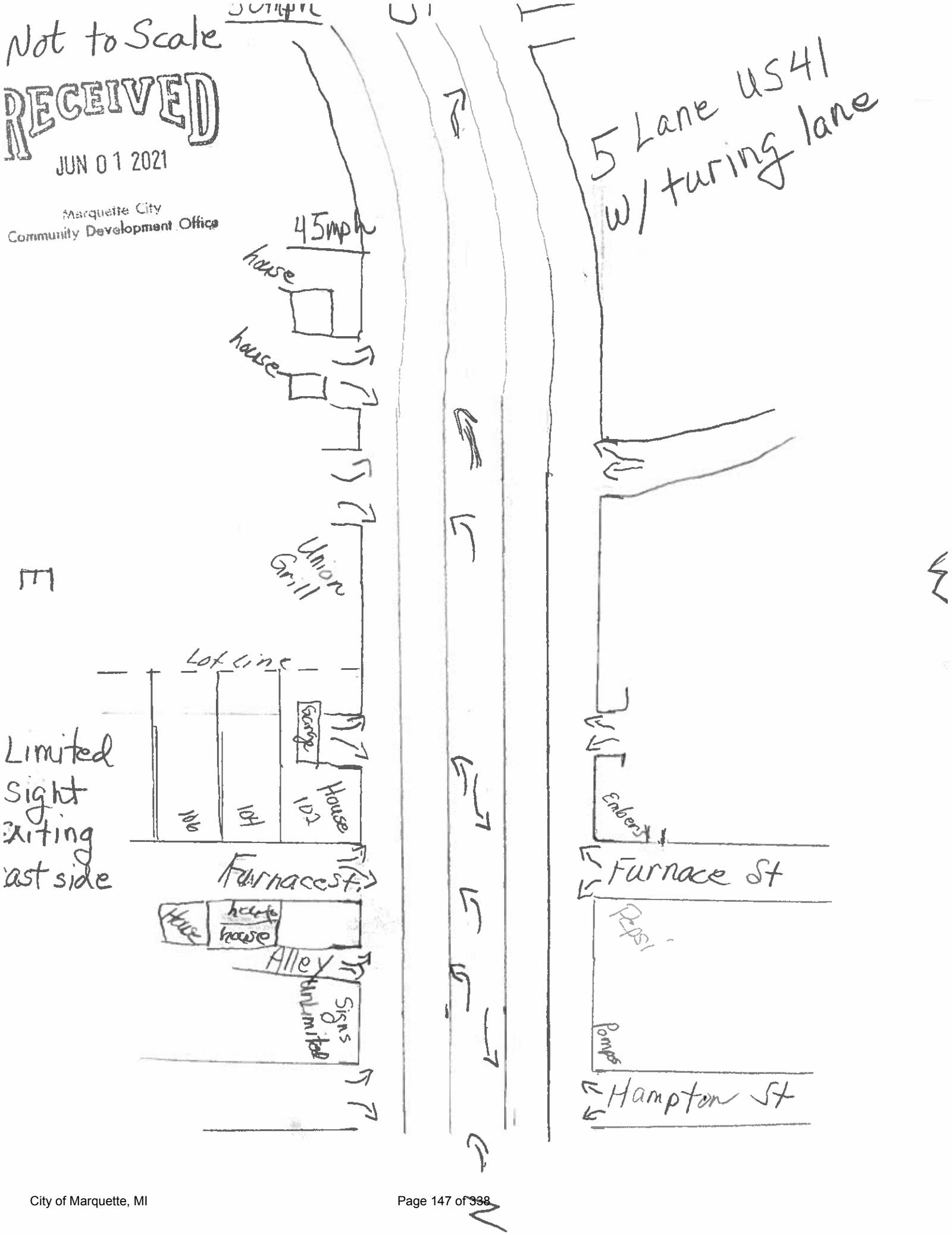
To: Andrea Landers <alanders@marquettemi.gov>

On 5/25/2021 I was approached at my property(102 E. Furnace St.) by Mr. Doyle and asked to sign a statement agreeing with the rezoning of the property at 1615 S. Front St. I felt intimidated and signed the agreement. I called Mr. Doyle the next day and informed him I had spoke with my 92 year old father who also resides at and is partial owner of our property at 102 E. Furnace St., I informed Mr. Doyle that my father is against the proposal therefore I was with drawing my consent. Mr. Doyle stopped at my residence again and had me sign another form withdrawing my consent saying he had already mailed in my prior consent and that he would mail in my withdrawal. This residence has been in our family for approximately 70 years, we have several concerns with any business being located at 1651 S. Front St., there are 10 driveways and street crossings on a very busy highway with limited sight for entering and leaving in this approx. 3 block area. There have been several accidents in this area over the years including a family member being rear ended when pulling into my property. Foot traffic through our yard and the loss of privacy is the norm when this property is open for business. Several neighbors have medical issues which would be a detriment to their health, my father and I included. I ask that you please consider my concerns and I ask you to also consider "would you want this business next door to your family". Thank you, James Fitzpatrick and Colleen Pascoe

Attached Visual of Traffic Congestion received June 1, 2021

Not to Scale

RECEIVED
JUN 01 2021
Marquette City
Community Development Office



RECEIVED
MAY 27 2021
Marquette City
Community Development Office

WITHDRAWN

City of Marquette

To Whom it may Concern,

I agree with the purchase and renovation of 1651 S. Front St. (old Pizza Hut) by the Tranquility Fields Group.

I understand that this proposed facility will have provisions for the consumption of marijuana for adults 21 years and older in accordance with the laws of the State of Michigan.

Name: Colleen Pascoe

Address: 102 E. Furnace

Date: 5-26-2021

Signature: Colleen Pascoe

5-27-21
To Whom It May Concern,

My name is Carrie Roy and I reside at 104 East Furnace Street in Marquette. I have resided here with my family for the past 26 years.

Recently I received notification that the property located directly behind me is requesting to be rezoned. This property is currently zoned General Commercial with Conditional Rezoning (GC CR) and wants to be zoned General Commercial.

The reason for the rezoning appears to be so the property can be afforded all the rights and privileges of a Marijuana Retailer, Marijuana Grower (Class A, Class B, C and Excess) Marijuana Processor, Light Manufacturing, Marijuana Microbusiness and a Marijuana Designated Consumption Establishment.

As I stated last year during the original hearing, I am opposed to this rezoning for a variety of reasons. Most importantly, I am concerned at how this type of rezoning and business would affect the health and wellbeing of the individuals surrounding it. Being within 300 feet of this location, my major concerns are: air quality, traffic issues, and pedestrian trespassing.

My family and I enjoy spending time in our yard and having our windows open. The neighbors on each side of my home currently have health conditions that affect their breathing. I am unsure how this type of business would affect my neighbors, my family and myself from a health standpoint.

Previously, this property was a restaurant and a market. When the restaurant was open, we did have increased foot traffic. In some instances, individuals would use the residential properties to access the business. With a busy Marijuana Manufacturing/Consumption business, we may see a lot more foot traffic. With this area not having a sidewalk along the highway, trespassing could become an issue.

It seems obvious that automotive traffic would also increase if the proposed business were to go into this location. Over the years, we have witnessed several accidents in the South Front Street/Shiras Hill area. With an increase of vehicles pulling in and out, limited visibility, and possibility of a driver under the influence, this rezoning and type of business seems to be a legitimate concern.

With other businesses located in this vicinity, at times, traffic can get quite busy. (Especially in the turning lane) There are many large vehicles and semi's that pass through this area daily. These vehicles often turn into the businesses on west Furnace Street and both east and west Hampton Street. I was wondering if there has been a traffic study to see how an increase in traffic would affect the businesses and homes already there?

With the business in question being a place of consumption, "driver safety" seems like a big concern. Below is what the Secretary of State, has published in their pamphlet, "What Every Driver Should Know".

"Marijuana is gaining acceptance as having legitimate medicinal applications and as a recreational drug, as evidenced by trends in state laws permitting its use. Although marijuana may be legal for medicinal or recreational use in some states, **it is still not legal, safe or wise to operate a motor vehicle while impaired by marijuana since it tends to distort your perception of time, space and speed.**"

I strongly feel there are more suitable locations for this type of business. The individuals who I have spoken with (whether for or against this type of business) all agreed on one fact, none of them would want this in their backyard either. I ask that you please consider the valid concerns of those residing in this area.

Thank you for your time,
Carrie Roy

RECEIVED
JUN 01 2021
Development Office

RECEIVED
MAY 27 2021
Marquette City
Community Development Office

W. and A. Sramek
1 Marquette Drive
Marquette, MI 49855
May 27, 2021

Planning Commission
Marquette, MI

RE: 03-REZ-06-21

Dear Planning Commission:

We are writing regarding the request to rezone the property at 1651 S. Front Street, Marquette, MI. It is our understanding that the building is to be used for the consumption of marijuana. We are concerned that the location of the building in regards to the traffic pattern with an impaired driver and the legality of driving under the influence of a controlled substance. This building is located south of downtown and on a stretch of highway without a sidewalk. Coming from the south there is a curve on a downhill with the speed limit of 50 MPH where we frequently observe cars traveling in excess of the speed limit. The entrance/exit to the property has poor visibility to the south. Without safe access for pedestrians to walk to the location we are concerned that the only way to access the building will be to drive.

MCL 333.27954.1(a) does not authorize operating, navigating, or being in physical control of any motor vehicle while under the influence of marijuana. MCL 257.625(1) states that a person shall not operate a vehicle while intoxicated which means any person under the influence of a controlled substance or other intoxicating substance and according to MCL 257.625(8) this includes any amount of a controlled substance listed in section 1 under section 7212 of the public health code, which includes THC.

According to a study by Dr. Marilyn Huestis and Rebecca Hartman published in March, 2013 in Clinical Chemistry (PMID: 23220273) titled "Cannabis Effects on Driving Skills" recent smoking and/or blood THC concentrations 2-5 ng/mL are associated with substantial driving impairment. Within 30 minutes after smoking THC concentrations drop 80% in the blood to a level of 15-16 ng/ML and after 90 minutes drop to 2-3 ng/mL which is a concentration still associated with significant impairment. Skills necessary for safe driving including reaction times, divided-attention tasks, lane-position variability and critical-tracking tests have been shown to be impaired after use of THC. This includes impairment even for those who regularly use cannabis. Other effects of marijuana include sedation and disorientation.

Agenda Date: 6/14/2021

Consent Agenda
Schedule Public Hearing for Planned Unit Development Amendment Request

BACKGROUND:

On March 8, 2010, the City of Marquette executed a Planned Unit Development (PUD) Agreement with Lakeshore Residences, LLC, after approving the Qualification Criteria, Preliminary Site Plan, Final Site Plans, and the Master Deed for the Picnic Rocks Pointe PUD.

Julie Bowerman of 1301 Picnic Rocks Dr., has submitted an application with the support of the Picnic Rocks Pointe Homeowners Association Board, for a Major Amendment to the PUD. Ms. Bowerman's request is to allow a 6' closed construction fence that was built around her home without a permit to remain in place unaltered. The current language of paragraph 7.6 Codes and Ordinances of the PUD Master Deed:

"7.6 Codes and Ordinances. In addition to the construction requirements in this section, all buildings and other- structures must comply with applicable building and other structures must comply with applicable building, mechanical, electrical, and plumbing codes of the applicable jurisdictions in effect when the building or structure is erected."

Revise paragraph 7.6 Codes and Ordinances of the PUD Master Deed to read as follows:
"7.6 Codes and Ordinances. In addition to the construction requirements in this section, all buildings and other- structures must comply with applicable building and other structures must comply with applicable building, mechanical, electrical, and plumbing codes of the applicable jurisdictions in effect when the building or structure is erected with an exception to permit the existing six-foot high closed construction vinyl fence on Lot #9 to remain in place."

In accordance with the procedures for a Major PUD Amendment (Section 54.323(N)(2) of the Land Development Code), the Planning Commission held a Public Hearing regarding this request on June 1st, 2021, and made the following motion:

It was moved by M. Dunn, seconded by A. Andres, and carried 5-1 that after conducting a public hearing and review of the PUD application with support information, staff memo and attachments for 01-PUD-05-09-A8, the Planning Commission recommends that the PUD amendment request be denied by the Marquette City Commission for the reasons discussed in the meeting.

Yes: A. Andres, M. Dunn, S. Mittlefehldt, M. Larson, J. Cardillo
No. W. Premeau

The City Commission must now schedule and then conduct a Public Hearing for this request, per Section 54.1406 of the Land Development Code, which requires a notice of the request to be published in a newspaper of general circulation not less than 15 days prior to the date that the application will be

considered for approval.

FISCAL EFFECT:

None.

RECOMMENDATION:

Schedule a Public Hearing for the July 12, 2021 regular City Commission meeting to consider the requested PUD Amendment.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- Planning Commission Case File 01-PUD-05-09-A8_06012021

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

MEMORANDUM

TO: Planning Commission
FROM: Andrea Landers, Zoning Official
DATE: May 24, 2021
SUBJECT: **01-PUD-05-09-A8 – Amendment to the Picnic Rocks Planned Unit Development located at 1001 Lakeshore Blvd. and 1301-1317 Picnic Rocks Drive (PIN: 0370070, and 1300010 to 1300150)**

Julie Bowerman, Lakeshore Residences LLC, and Picnic Rocks Pointe Association are seeking approval of an amendment to their previously approved Planned Unit Development (PUD) consisting of 15 residential units in the form of single-family dwellings. They are requesting to revise paragraph 7.6 Codes and Ordinances of the PUD Master Deed. It states that "In addition to the construction requirements in this section, all buildings and other- structures must comply with applicable building and other- structures must comply with applicable building, mechanical, electrical, and plumbing codes of the applicable jurisdictions in effect when the building or structure is erected." They would like it to read that "In addition to the construction requirements in this section, all buildings and other- structures must comply with applicable building and other- structures must comply with applicable building, mechanical, electrical, and plumbing codes of the applicable jurisdictions in effect when the building or structure is erected with an exception to permit the existing six-foot high closed construction vinyl fence on Lot #9 to remain in place." The Planning Commission will review the request and send a recommendation to the City Commission.

The following is an excerpt from the PUD Master Deed paragraph 7.6 Codes and Ordinances of the PUD Master Deed:

> "7.6 *Codes and Ordinances*. In addition to the construction requirements in this section, all buildings and other- structures must comply with applicable building and other structures must comply with applicable building, mechanical, electrical, and plumbing codes of the applicable jurisdictions in effect when the building or structure is erected."

Section 54.706 of the City of Marquette Land Development Code (LDC), states:

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

- *Construction. A fence limited to four (4) feet, as stated in Section 54.706(C)(1)(a) above, may not have more than 50% of the fence area of solid matter or of closed construction (See Figure 35 for examples of noncompliant fences). A six (6) foot high fence may be of solid, opaque construction. A screening fence required by any City ordinance or by State law may be of solid, opaque construction.*

Lots 1-9 of the Picnic Rocks PUD are through lots as they front Picnic Rocks Drive and Lakeshore Park Place Drive. So, they have two front yards and two side yards. Per the LDC, you can only have a 6-ft high closed construction fence in a rear yard. These lots do not have rear yards.

Please review the attached:

- PUD application with support material
  - Picnic Rocks Pointe Condo Excavation Area Exhibit for Lot 9
  - Revisions to the PUD proposal
  - Variances from Ordinance(s) proposal
  - Letter signed by the Homeowner's Association Board 7-25-19
  - Letter from the Homeowner's Association Board 11-13-20
  - 3 Photos of the fence
- 2014 First Amendment Recorded Master Deed
- 2019 Second Amendment Recorded Master Deed
- Area Map
- Block Map
- Photos of site
- Correspondence

RECOMMENDED ACTION:

In accordance with the Land Development Code, the Planning Commission should hold a public hearing, review the proposed major PUD amendment request and support information provided in this packet, and make a recommendation to the City Commission regarding the proposed PUD major amendment.

It is also highly recommended that any recommendation regarding the PUD amendment request include:

After conducting a public hearing and review of the PUD application with support information, and staff memo attachments for 01-PUD-05-09-A8, the Planning Commission recommends that the PUD amendment request be (approved/denied) by the Marquette City Commission (for the following reasons/with the following conditions).

Julie Bowerman
1301 Picnic Rocks Drive
Marquette, MI 49855
906-226-7523
jbowerma@nmu.edu

April 26, 2021

Planning Commission
Municipal Service Center
Community Development Office
1100 Wright St.
Marquette, MI 49855

Dear Planning Commission:

Enclosed is a PUD Amendment Application for Lot #9 in the Picnic Rocks Pointe Condominium Development. I am the homeowner for Lot #9 and I am requesting to keep the existing fence on this lot. Before I purchased this lot, I asked if I could have a six-foot fence, as my rescue dog is required to have a taller fence. This fence was approved by the Home Owners Association. Once we were notified that this fence was illegal and could not be approved without a change to the PUD the board met to discuss. An email was sent to every homeowner in the community with a request to change the PUD to allow this fence. Each homeowner sent an email in support of this change except two (and they have been causing problems for this development on every issue). I know that there are other neighbors who support the fence too as it is a busy walking area and the fence provides an obstruction so the dog is not barking as they walk past the home.

Throughout the process of building there were many mistakes made with the approval of this fence. The Board was unaware that they could not legally approve this fence and the builder, this being his first home built from the ground up, was not aware that he needed a separate fence permit in addition to the building permit. Everyone has learned a lot throughout this process and I am confident that there will be no similar mistakes made in this development nor with Hagerty Construction.

In closing, I apologize that this amendment has taken so long to submit. I am a single person and it has taken me longer than expected to save the funds to apply as I lost many work hours in the past year due to COVID-19. I have recently picked up a third job and was finally able to write the check to cover the amendment fee. I greatly appreciate all of the help and patience I have received throughout this process from the Zoning Officials.

Thank you very much for your consideration,

Julie Bowerman

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

CITY OF MARQUETTE
PLANNED UNIT DEVELOPMENT APPLICATION

1001 Lakeshore; 1301-1317 Picnic Rocks Dr.
0370070; 1300010 to 1300150

CITY STAFF USE

Parcel ID#: 1300090 File #: 01-PUD-05-09-AB Required Narrative Submitted: Y/N
Receipt #: 235260 Check #: 1529 + 1531 Received by and date: AM 4-30-21
Concept Plans (12 copies) Submitted: Y/N Hearing Date:_____ Notice Date:_____
Preliminary Plan & Pattern Book (12) Submitted: Y/N Hearing Date:_____ Notice Date: _____
Final Site Plan(12) Submitted: Y/N Contract signed: Y/N Meeting Date:_____
Amendment Plan (12) Submitted: Y/N NA Meeting Date: 6-1-21

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

FEE SCHEDULE

☐ PUD Criteria Qualification	**$830**
☐ PUD Review *(includes Site plan Review)*	**$3,960**
PUD Revision – Administrative Minor	
☐ Residential (additions, etc.)	**$160**
☐ Commercial structure, ≥ 3 residential units	**$780**
☒ PUD Revision - Major	**$1,920**

If you have any questions, please call 228-0425 or e-mail alanders@marquettemi.gov. Please refer to www.marquettemi.gov to find the Planning Commission page for filing deadline and meeting schedule.

Please review the attached:
- ☐ PUD Timeline
- ☐ PUD Checklist
- ☐ Excerpts from the City Land Development Code
  - Section 54.323 Planned Unit Development
  - Section 54.1402 Site Plan Review

APPLICANT CONTACT INFORMATION

PROPERTY OWNER

Name: Julie Bowerman
Address: 1301 Picnic Rocks Dr.
City, State, Zip: Marquette MI 49855
Phone #: 906-226-7523
Email: jbowerma@nmu.edu

APPLICANT/OWNER'S REPRESENTATIVE

Name:
Address:
City, State, Zip:
Phone #:
Email:

PRE-APPLICATION CONFERENCE

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

PROPERTY INFORMATION

Property Address: 1301 Picnic Rocks Dr. **Property Identification Number:** 1300090

Size of property (frontage / depth / sq. ft. or acres): See attached sketch

Zoning District: PUD

Current Land Use: Residential

Surrounding Zoning Districts:

North - Municipal
East - Conservation & Recreation
South - PUD, Conservation & Recreation
West - PUD

Surrounding Land Use:

North - Lakeshore Blvd & Lakeshore Arena
East - Picnic Rocks Park
South - Picnic Rocks Park & Single family residential
West - Lakeshore Place Condos

PLANNED UNIT DEVELOPMENT INFORMATION

Percentage of Land Use by Type

	Residential	Commercial/ Institutional	Industrial	Open Space	Other	Total
# of Acres	3.81					
% of Total	100%					

Residential Density

Type of Unit	Number of Units	Net Acres	Net Density
Single Family Home	15 permitted by PUD	3.81	3.93
Town Home	0		
Apartments	0		
Other	0		
Total	15	3.81	3.93

Net Acres - Land development for land use type not including right-of-way
Net Density - Number of Units/Net Acres

VARIANCES FROM ORDINANCE(S)

THIS IS A REQUIRED SECTION. FAILURE TO FILL OUT MAY INDICATE THAT THE PROPERTY CAN BE DEVELOPED UNDER CURRENT ZONING DISTRICT STANDARDS.

Please list and justify the request variance(s) from the Zoning or Subdivision Ordinances (attach additional pages if necessary):

Please See Attachment 3

REVISIONS TO PUD

Please list the proposed revisions to your approved PUD (attach additional pages if necessary):

Please See Attachment

SIGNATURE

I hereby certify the following:

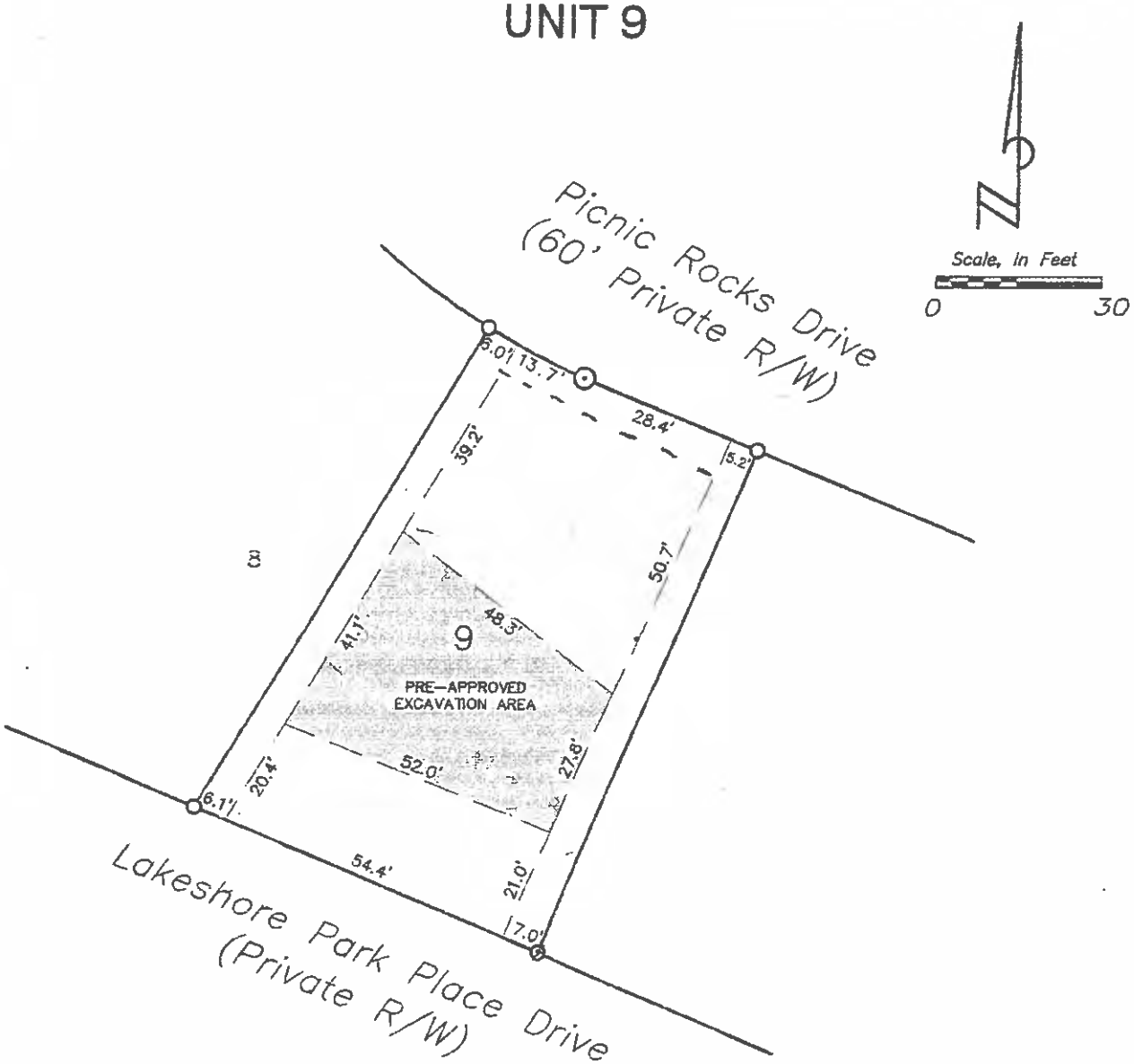
1. I am the legal owner of the property for which this application is being submitted.
2. I desire to apply for the Planned Unit Development Permit indicated in this application with the attachments and the information contained herein is true and accurate to the best of my knowledge.
3. The requested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

Property Owner Signature: Julie Bonsema Date: 3/20/21

Applicant Signature: _____ Date: _____

PICNIC ROCKS POINTE CONDOMINIUM
PRE-APPROVED EXCAVATION AREA EXHIBIT

UNIT 9



JOB # 209009	SCALE: 1" = 30'	DATE: 24 SEP 2013
(R) RECORDED	(M) MEASURED	DRAWN BY: TWVN
	LINE NOT DRAWN TO SCALE	

VAN NESTE SURVEYING
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V N S

Revisions to PUD

The current language of paragraph 7.6 Codes and Ordinances of the PUD Master Deed:

> "7.6 *Codes and Ordinances*. In addition to the construction requirements in this section, all buildings and other- structures must comply with applicable building and other-structures must comply with applicable building, mechanical, electrical, and plumbing codes of the applicable jurisdictions in effect when the building or structure is erected."

Revise paragraph 7.6 Codes and Ordinances of the PUD Master Deed to read as follows:

> "7.6 *Codes and Ordinances*. In addition to the construction requirements in this section, all buildings and other- structures must comply with applicable building and other-structures must comply with applicable building, mechanical, electrical, and plumbing codes of the applicable jurisdictions in effect when the building or structure is erected with an exception to permit the existing six-foot high closed construction vinyl fence on Lot #9 to remain in place."

Variances from Ordinance(s)

Request for Lot #9 to keep existing six-foot vinyl fence. Justification for this request is that before purchasing this lot the homeowner Julie Bowerman asked if a six-foot fence would be permitted on this lot. Board member and realtor Dano Keller told her that there would not be a problem with the board approving a variance for the six-foot vinyl fence. When Julie Bowerman submitted her development plan, which included the six-foot white vinyl fence, the board did in fact approve the plan (see attached letter of approval). Unfortunately, the board was not aware that legally they could not approve this fence because the PUD adopted the City of Marquette fence regulations instead of creating their own for the development. The builder, this being his first house built from the ground up, also was not aware that he needed to apply for a separate fence permit in addition to his building permit. The reason this fence is so important and was specifically asked if it was permitted before purchase of the land is that homeowner, Julie Bowerman, has a rescue dog from Last Day Dog Rescue that is required to have a six-foot fence, as the dog has been known to jump four-foot fences. Julie Bowerman works long hours and the dog has access to a dog door so that she can relieve herself throughout the day. Lakeshore Boulevard is a busy road and this fence is required to keep the dog safe. Additionally, there are people daily who walk their dogs in this area of the bike path without a leash. This fence is also needed to keep other animals out of the backyard of Lot #9. The current six-foot fence also provides privacy from the dog to the rest of the neighborhood. Nestledown Bed and Breakfast has a gathering area for guests directly behind Lot #9 and throughout the day guests use this area to gather and relax. The current fence allows these guests not to be disturbed by a barking dog. Lastly, the grade of the land and fence placement requires a taller fence because a four-foot fence in the same area would be even with the land and provide no protection. As you can see in the attached photos the back of the house is on a hill, if a four-foot fence is required we will have to move it up the hill (closer to the house) four feet to the top of the hill. In that case, the top of a four-foot fence will be the exact same height as it is currently with the placement of the six-foot fence down the hill. The photos show views of the fence from the neighborhood side, the back and Lakeshore Blvd. As you can see in the photos taken from Lakeshore Boulevard the fence is almost completely hidden by the large pine tree in the community area and cannot be seen, much less cause an obstruction to traffic. This fence has been erect since November 2019 and in that time, there have been no traffic incidents in the area because of this fence as it is not on a corner lot nor can it be seen from the road.

Picnic Rocks Pointe Homeowners' Association, Inc.
1317 Picnic Rocks Dr. Marquette MI 49855
President, Phyllis A. Aurich Vice President, Nancy Seminoff
Secretary, Tom Rulseh Treasurer, Vicki Reuling

July 25,2019

Ms. Julie Bowerman

416 E College Ave.

Marquette, MI 49855

Thank you for submitting the plan details for the new home that you intend to build on Lot # 9 on Picnic Rocks Drive, here in Marquette. The Picnic Rocks Pointe Homeowners Association has reviewed your plans and we find them to be in compliance with our design requirements.

Phyllis A. Aurich, President

Dan Keller Developers' Representative

Picnic Rocks Pointe Homeowners' Association, Inc.
1317 Picnic Rocks Dr. Marquette MI 49855
President, Phyllis A. Aurich Vice President, Nancy Seminoff
Secretary, Tom Rulseh

November 13, 2020

Following a request from Homeowner Julie Bowerman, 1301 Picnic Rocks Drive, for a change in our PUD that would allow her to keep her fence, and having received subsequent majority support from the residents of Picnic Rocks Pointe, a motion was advanced to the Board of the Picnic Rocks Pointe Homeowners Association by way of email. Board member Tom Rulseh circulated the **Motion to support an amendment to the PUD for lot #9 that would permit the existing fence to remain in place provided that the City of Marquette will approve it and that payment of the filing fee for this amendment would be the responsibility of homeowner, Julie Bowerman.** The motion was supported by Board member David Brule. Following responses from other Board members the motion passed on a vote of 3-2 with Dan Keller giving his proxy to David Brule and David Brule casting his vote and Keller's as yes, Tom Rulseh voting yes, and Phyllis Aurich and Nancy Seminoff voting no.

This document will be included with the Minutes of Board Meetings as a formal record of this action by the Board on November 12, 2020.

Recorded by Secretary, Tom Rulseh

Ratified on December 2, 2020 at a meeting of the PRPHA Board


Lakeshore Blvd View
PRIVATE DRIVE


Back view


Side view

RECEIVED APR 11 2014 pm
2:15 p.m.

2014R-03603 77
2014R-03603
PATRICIA A. MANLEY
REGISTER OF DEEDS
MARQUETTE COUNTY, MI

RECORDED ON
04/11/2014 05:19PM pm
PAGES: 77

FIRST AMENDED MASTER DEED OF PICNIC ROCKS POINTE
Pursuant to the Condominium Act, MCL 559.101 et seq.

Marquette Condominium Subdivision Plan No. 38 containing

1. First Amended Master Deed establishing Picnic Rocks Pointe Condominium;
2. form A to Master Deed: Condominium Bylaws;
3. form B to Master Deed: Condominium Subdivision Plan;
4. form C to Master Deed: Pattern Book;
5. form D to Master Deed: Pre-Approved Excavation Area Exhibit;
6. form E to Master Deed: Mortgagee's Consent to Submission to Condominium Ownership; and
7. form F to Master Deed: Affidavit of Mailing for Notices required by MCL 559.171.

This document is exempt from transfer tax under MCL 207.505(a) and MCL 207.526(t).

This document drafted by and after recording return to:
Adrianne N. Wolf
McDonald & Wolf, PLLC
115 S. Lakeshore Blvd., Ste. A
Marquette, MI 49855

This Master Deed is signed and delivered on March 27, 2014, by Lakeshore Residences, LLC, a Delaware limited liability company, of 5257 S. Cicero, Chicago, IL 60632 ("Developer"), on the terms and conditions set forth below.

This Master Deed replaces, in its entirety, the original Master Deed, dated June 27, 2011, and recorded at the Marquette County Register of Deeds as Document No. 2011R-06829 on June 30, 2011.

Section 1. ESTABLISHMENT OF CONDOMINIUM

1.1 Project. Developer is engaged in the development of a condominium project to be known as Picnic Rocks Pointe Condominium (the "Project"), in the City of Marquette, Marquette County, Michigan, on a parcel of land as described in section 2.

1.2 Establishment of Condominium. Developer desires, by recording this Master Deed together with the Condominium Bylaws attached as form A and the Condominium Subdivision Plan attached as form B, to establish the real property described in section 2 (the "Property"), together with the improvements located and to be located on the Property, as a condominium project (the "Condominium") under the provisions of the Michigan Condominium Act (the "Act"). Developer declares that on the recording of this Master Deed, the Condominium shall be a Project under the Act and shall be held, conveyed, encumbered, leased, rented, occupied, improved, or in any other manner used subject to the provisions of the Act and to the covenants, conditions, restrictions, uses, limitations, and affirmative obligations in this Master Deed, all of which shall be deemed to run with the land and to be a burden on and a benefit to Developer; its successors and assigns; any persons who may acquire or own an interest in the Condominium; and their grantees, successors, heirs, personal representatives, administrators, and assigns.

1.3 Project Description. The Project is a residential site condominium, which is being constructed pursuant to a Planned Unit Development Agreement with the City of Marquette, dated February 22, 2010 and recorded at the Marquette County Register of Deeds on May 27, 2011 as Document No. 2011R-05653. The Condominium units that may be developed in the Project, including the number, boundaries, dimensions, and area of each unit ("Unit"), are shown on the Condominium Subdivision Plan. Each of the Units is capable of individual use by reason of having its own entrance from and exit to a common element of the Project.

1.4 Owner Rights. Each owner of a Unit ("Owner") in the Project shall have an exclusive property right to Owner's Unit and to the limited common elements that are appurtenant to Owner's Unit and shall have an undivided right to share with other Owners in the ownership and use of the general common elements of the Project as described in this Master Deed.

Section 2. LEGAL DESCRIPTION OF THE PROPERTY

2.1 Condominium Property. The land that is being submitted to condominium ownership in accordance with the provisions of the Act is a parcel of land situated in the City of Marquette, Marquette County, Michigan, and more fully described as follows:

> Part of the Northeast 1/4 of the Southeast 1/4 of Section 14, and part of the plat of Ely Park subdivision in the Northwest 1/4 of the Southwest 1/4, of Section 13, as recorded in Liber 3 of Plats, Page 21, Marquette County records, all in the City of Marquette, Town 48 North, Range 25 West, Marquette County, Michigan, more particularly described as commencing at the East 1/4 corner of said Section 14; thence S01°22'00"W, 39.93' along the East line of said Section 14 to the POINT OF BEGINNING, a found 5/8" rerod with cap on the Southerly Right-of-Way (R/W) line of

Fair Avenue (80' R/W, May 2000); thence N88°34'50"W, 52.51' along said Southerly R/W line; thence S01°22'25"W, 177.55'; thence S32°49'45"E, 132.98'; thence Southeasterly, 112.68' along the arc of a 50.30' radius curve to the right, having a delta angle of 128°21'05", and a chord bearing S32°49'45"E, 90.55'; thence S32°49'45"E, 131.70'; thence S67°01'55"E, 211.31' to the Westerly R/W line of Lakeshore Boulevard (variable R/W, May 2000); thence Northeasterly, 134.78' along the arc of a 1637.02' radius R/W curve to the right, having a delta angle of 04°43'03" and a chord bearing N21°36'58"E, 134.74' along said Westerly R/W line of Lake Shore Boulevard; thence Northwesterly, 277.05' along the arc of a 437.47' radius curve to the left, having a delta angle of 36°17'08" and a chord bearing of N01°40'59"W, 272.44' along said Westerly R/W line of Lake Shore Boulevard to the Southerly R/W line of Agate Street (66' R/W, not constructed, May 2000); thence N58°41'54"W, 301.27' along said Agate Street R/W line to the Southerly R/W line of said Fair Avenue; thence N88°29'12"W, 114.64' along said Southerly Fair Avenue R/W line to the POINT OF BEGINNING. Parcel contains 3.81 acres and is subject to access and utility easements in favor of the City of Marquette.

2.2 Beneficial Easements. Easements are created and conveyed in this Master Deed to and for the benefit of the Project and the Units located in the Project, and the Project and the Units located in the Project are benefited and burdened by the ingress, egress, utility, and other easements described or shown on form B.

Section 3. DEFINITIONS

3.1 Definitions. Certain terms used in this Master Deed are defined terms and have the meaning given them in the text where they are defined, and the same meaning shall be ascribed to the term in various other instruments with regard to the Project including, but not limited to, the Articles of Incorporation, Association Bylaws, Rules and Regulations of the Picnic Rocks Pointe Homeowners' Association (a Michigan nonprofit corporation), and various deeds, mortgages, land contracts, easements, and other instruments affecting the establishment or transfer of interests in the Project. As used in documents regarding the Project, unless the context otherwise requires:

a. *Act* or *Condominium Act* means the Michigan Condominium Act, MCL 559.101 et seq.

b. *Association* or *Association of Owners* means Picnic Rocks Pointe Homeowners' Association, Inc., the Michigan nonprofit corporation of which all Owners shall be members, which shall administer, operate, manage, and maintain the Project.

c. *Association Bylaws* means the corporate bylaws of the Association organized to manage, maintain, and administer the Project.

d. *Common Elements* means the general and limited common elements described in section 4 of this Master Deed.

e. *Condominium Bylaws* means form A to this Master Deed, which are the bylaws that describe the substantive rights and obligations of the Owners.

f. *Condominium Documents* means this Master Deed with its forms, the Articles of Incorporation and Bylaws of the Association, the Rules and Regulations adopted by the board of directors of the Association, and any other document that affects the rights and obligations of an Owner in the Condominium.

g. *Condominium Property* or *Property* means the land referenced in section 2, as that may be amended, together with all structures, improvements, easements, rights, and appurtenances on or belonging to the Condominium Property.

h. *Condominium Subdivision Plan* or *Subdivision Plan* means form B to this Master Deed, which is the survey and other drawings depicting the real property and improvements to be included in the Project.

i. *Condominium Unit* or *Unit* means the portion of the Project that is designed and intended for separate ownership and use, as described in this Master Deed.

j. *Owner* means the person, firm, corporation, partnership, association, trust, other legal entity, or combination of entities that owns or co-owns a Condominium Unit in the Project, including both the vendees and vendors of any land contract of purchase.

k. *Developer* means Lakeshore Residences, LLC, a Delaware limited liability company, which has signed, delivered, and recorded this Master Deed, and its successors and assigns.

l. *Development and Sales Period* means the period continuing for as long as Developer or its successors continue to own and offer for sale any Unit in the Project, excepting any Unit that was previously conveyed by Developer and then repurchased by Developer.

m. *General Common Elements* means the common elements described in paragraph 4.1, which are for the use and enjoyment of all Owners in the Project.

n. *Limited Common Elements* means the common elements described in paragraph 4.2, which are reserved for the exclusive use of the Owners of a specified Unit or Units.

o. *Master Deed* means this document, together with the forms attached to it and all amendments that may be adopted in the future, by which the Project is being submitted to condominium ownership.

p. *Project* or *Condominium* means Picnic Rocks Pointe Condominium, a residential site condominium development of fifteen (15) Units established under the provisions of the Act.

q. *Transitional Control Date* means the date on which a board of directors for the Association takes office pursuant to an election in which the votes that may be cast by eligible Owners unaffiliated with Developer exceed the votes that Developer may cast.

3.2 Applicability. Whenever any reference is made to one gender, it will be assumed to include both genders where the reference is appropriate; similarly, whenever a reference is made to the singular, it will be assumed to include the plural where the reference is appropriate.

Section 4. COMMON ELEMENTS

4.1 General Common Elements. The General Common Elements are

a. **Real Estate.** the Property, except for that portion of the Property described in paragraph 5.1 as constituting a part of a Unit and any portion of the Property designated in this section as a Limited Common Element, including easement interests appurtenant to the Property, such as easements for ingress, egress, and utility installation over, across, and through non-Condominium Property or Units in the Project;

b. **Improvements.** lawns, trees, shrubs, and other improvements not located within the boundaries of a Unit and the common sidewalks (if any). All structures and improvements located within the boundaries of a Unit shall be owned in their entirety by the Owner of the Unit within which they are located, unless expressly provided to be a Common Element in the Condominium Documents;

c. **Electrical.** the electrical transmission system throughout the Project up to, but not including, the point of lateral connection for service to each Unit;

d. **Gas.** the natural gas line network and distribution system throughout the Project, up to, but not including, the point of lateral connection for service to each Unit;

e. **Water.** the underground sprinkling system for the Common Elements (if any) and the water distribution system throughout the Project up to, but not including, the point of lateral connection for service to each Unit;

f. **Sanitary Sewer.** the sanitary sewer system throughout the Project, up to, but not including, the point of lateral connection for service to each Unit;

g. **Storm Drainage.** the storm drainage and water retention system throughout the Project;

h. **Telephone.** the telephone wiring system throughout the Project up to, but not including, the point of lateral connection for service to each Unit;

i. **Telecommunications.** the cable television and other telecommunications systems installed throughout the Project up to, but not including, the point of lateral connection for service to each Unit;

j. **Project Entrance Improvements.** any entry signage and other improvements located at or near the entrance to the Project; and

k. **Miscellaneous Common Elements.** all other Common Elements of the Project not designated as Limited Common Elements and not enclosed within the boundaries of a Condominium Unit, which are intended for common use or are necessary to the existence, upkeep, or safety of the Project.

Some or all of the utility lines, equipment, and systems (including mains and service leads) and the telecommunications systems described above may be owned by the local public authority or by the company that is providing the pertinent service. Accordingly, such utility or telecommunication lines, equipment, and systems shall be General Common Elements only to the extent of the Owners' interest in them, and Developer makes no warranty with respect to the nature or extent of that interest.

4.2 Limited Common Elements. The Limited Common Elements are

a. **Utility Service Lines.** the pipes, ducts, wiring and conduits supplying service to or from a residence now located or subsequently constructed within Unit boundaries for electricity, gas, water, sewage, telephone, television and other utility or telecommunication services, up to and including the point of lateral connection with a General Common Element of the Project or utility line or system owned by the local public authority or company providing the service;

b. **Subterranean Land.** the subterranean land located within Unit boundaries below a depth of 20 feet, including all utility and supporting lines;

c. **Subsurface Improvements.** the portion of any footing or foundation extending more than 20 feet below surrounding grade level;

d. **Yard Areas.** the portion of any yard area designated as a Limited Common Element on the Condominium Subdivision Plan, which is limited in use to the Unit of which it is a part;

e. **Delivery Boxes.** the mail and paper box that is located on a Unit or is permitted by the Association to be located on the General Common Elements to serve a Condominium Unit;

f. **Yard Lights.** the yard lights and bulbs installed on each yard area (if any) to illuminate the house number and driveway on that Unit;

g. **Driveways.** the portion of any driveway, serving the residence constructed within a Unit, located between the residence and the paved roadway; and

h. **Miscellaneous.** any other improvement designated as a Limited Common Element appurtenant to a particular Unit or Units in the Subdivision Plan or in any future amendment to the Master Deed made by Developer or the Association.

If no specific assignment of one or more of the Limited Common Elements described in this section has been made in the Subdivision Plan, Developer (during the Development and Sales Period) and the Association (after the Development and Sales Period has expired) reserve the right to designate each such space or improvement as a Limited Common Element appurtenant to a particular Unit or Units by subsequent amendment to this Master Deed.

4.3 Maintenance Responsibilities. Responsibility for the cleaning, decoration, maintenance, repair, and replacement of the Common Elements will be as follows:

a. **Limited Common Elements.** Each Owner shall be individually responsible for the routine cleaning, snow removal, maintenance, repair, and replacement of all Limited Common Elements appurtenant to the Owner's Unit, except for driveways. The Association is responsible for the routine cleaning, snow removal, maintenance, repair, and replacement of the driveways in the Project, except that the affected Owner or Owners shall be assessed the cost of such cleaning, snow removal, maintenance, repair, and replacement on a reasonably uniform basis and collected in accordance with the assessment procedures established by the Condominium Bylaws.

b. **Unit Improvements and Other Owner Responsibilities.** Unless otherwise stated in this Master Deed, Unit Owners shall be responsible for the maintenance, repair, and replacement of all structures and improvements and the maintenance and mowing of all yard areas situated within the boundaries of a Unit. If an Owner elects, with the prior written consent of the Association, to construct or install any improvements within a Unit or on the Common Elements that increase the costs of maintenance, repair, or replacement for which the Association is responsible, those increased costs or expenses may, at the option of the Association, be specially assessed against the Unit.

c. **Association Oversight.** The exterior appearance of all structures, improvements, and yard areas (to the extent visible from any other Unit or from a Common Element) shall be subject at all times to the approval of the Association and to any reasonable aesthetic and maintenance standards prescribed by the Association in duly adopted rules and regulations. The Association may not disapprove the appearance of an improvement so long as it is maintained as constructed by Developer or constructed with Developer's approval.

d. **Other Common Elements.** The cost of cleaning, decoration, maintenance, repair, replacement, and snow removal of all Common Elements other than that described above shall be the responsibility of the Association, except for the repair or replacement of a Common Element due to an act or the neglect of an Owner or an Owner's agent, invitee, family member, or pet.

e. **Maintenance by the Association.** If an Owner fails, as required by this Master Deed, the Bylaws, or any rules or regulations promulgated by the Association, to properly and adequately decorate, repair, replace, or otherwise maintain the Owner's Unit, any structure or improvement located within the Unit, or any appurtenant Limited Common Element, the Association (or Developer during the Development and Sales Period) shall have the right, but not the obligation, to undertake periodic exterior maintenance functions with respect to

improvements constructed or installed within any Unit boundary as it deems appropriate (including, without limitation, painting or other decoration, lawn mowing, snow removal, tree trimming, and replacement of shrubbery and other plantings). The Association (or Developer during the Development and Sales Period) will in no event be obligated to repair or maintain any such Limited Common Element or improvement. Failure of the Association (or Developer) to take any such action shall not be deemed a waiver of the Association's (or Developer's) right to take any such action at a future date.

f. **Assessment of Costs.** All costs incurred by the Association or Developer in performing any maintenance functions that are the primary responsibility of an Owner shall be charged to the affected Owner or Owners on a reasonably uniform basis and collected in accordance with the assessment procedures established by the Condominium Bylaws. A lien for nonpayment shall attach to Owner's Unit for any such charges, as with regular assessments, and may be enforced by the use of all means available to the Association under the Condominium Documents or by law for the collection of assessments, including, without limitation, legal action, foreclosure of the lien securing payment, and the imposition of fines. Any other unusual common expenses benefiting less than all of the Units, or any expenses incurred as a result of the conduct of less than all those entitled to occupy the Project or by their licensees or invitees, shall be specially assessed against the Unit or Units involved, in accordance with the assessment procedures established by the Condominium Bylaws.

4.4 Assignment of Limited Common Elements. A Limited Common Element may be assigned or reassigned by written application to the board of directors of the Association by all Owners whose interest will be affected by the assignment. On receipt and approval of an application, the board shall promptly prepare and execute an amendment to this Master Deed assigning or reassigning all rights and obligations with respect to the Limited Common Elements involved and shall deliver the amendment to the Owners of the Units affected on payment by them of all reasonable costs for the preparation and recording of the amendment.

4.5 Power of Attorney. By acceptance of a deed, mortgage, land contract, or other document of conveyance or encumbrance, all Owners, mortgagees, and other interested parties are deemed to have appointed Developer (during the Development and Sales Period) or the Association as their agent and attorney to act in connection with all matters concerning the Common Elements and their respective interests in the Common Elements. Without limiting the generality of this appointment, Developer (during the Development and Sales Period) and the Association will have full power and authority to grant easements over, to sever or lease mineral interests in, and to convey title to the land or improvements constituting the General Common Elements or any part of them; to dedicate as public streets any parts of the General Common Elements; to amend the Condominium Documents to assign or reassign the Limited Common Elements; and in general to sign and deliver all documents and to do all things necessary or convenient to exercise such powers.

4.6 Boundary Relocation. The boundaries of two or more adjacent Units may be relocated by amendment of the Master Deed in accordance with the provisions of MCL 559.148, provided that the expense of preparing the amendment is paid in full by the Owner or Owners desiring to relocate the boundaries.

4.7 Separability. Except as provided in this Master Deed, Condominium Units shall not be separable from their appurtenant Common Elements, and neither shall be used in any manner inconsistent with the purposes of the Project or in any other way that might interfere with or impair the rights of other Owners in the use and enjoyment of their Units or their appurtenant Common Elements.

Section 5. UNITS

5.1 Description of Units. A complete depiction of each Unit in the Project, with elevations referenced to an official benchmark of the U.S. Geological Survey sufficient to accurately relocate the space enclosed by the depiction without reference to any structure, is contained in the Subdivision Plan as surveyed by the Project's consulting engineers and surveyors. Each Unit shall have its own unique profile and shall include all the space within the Unit boundaries and below to a depth of 20 feet and above the surface to a height of 50 feet as shown on form B, together with all appurtenances to the Unit. The depth and height boundaries for each Unit are to be measured from the average elevation of the centerline of Picnic Rocks Drive adjoining the Unit.

5.2 Percentage of Value. The total percentage value of the Project is 100, and the Percentage of Value assigned to each of the Condominium Units in the Project shall be equal to every other Unit. The determination that Percentages of Value for all Units should be equal was made after reviewing the comparative characteristics of each Unit, including those that may affect maintenance costs, and concluding that the Units should each have an equal Percentage of Value. The Percentage of Value assigned to each Unit shall be changed only in the manner permitted by section 10, expressed in an Amendment to this Master Deed and recorded in the register of deeds office in the county where the Project is located. The Percentage of Value assigned to each Unit shall be determinative of the proportionate share of the proceeds and expenses of the Association attributable to that Unit and the value of that Unit's Owner(s) vote at meetings of the Association.

5.3 Unit Modification. The number, size, style, boundary, or location of a Unit or of any Limited Common Element appurtenant to a Unit may be modified from time to time by Developer or its successors without the consent of any Owner, mortgagee (except as provided in the Act), or other interested person, so long as the modifications do not unreasonably impair or diminish the appearance of the Project or the view, privacy, or other significant attribute of any Unit that adjoins or is proximate to the modified Unit or Limited Common Element. However, no Unit that has been sold or is subject to a binding purchase agreement shall be modified without the consent of the Owner or Purchaser and the mortgagee of the Unit. Developer may also, in connection with any modification, readjust Percentages of Value for all Units in a manner that gives reasonable recognition to the changes based on the method of original determination of Percentages of Value for the Project. All Owners, mortgagees of Units, and other persons interested or to become interested in the Project from time to time shall be deemed to have granted a Power of Attorney to Developer and its successors for any purpose that is similar in nature and effect to that described in paragraph 4.5 of this Master Deed.

5.4 Owner Interest in Common Elements. Each Owner shall have an undivided and inseparable interest in the Common Elements equal to the Unit's Percentage of Value.

Section 6. NONEXPANDABILITY OF THE CONDOMINIUM

The Project is not an expandable project under the Michigan Condominium Act.

Section 7. NONCONTRACTIBILITY OF CONDOMINIUM

The Condominium is not a contractible project under the Michigan Condominium Act.

Section 8. EASEMENTS

8.1 Easements for Maintenance and Repair. If any portion of a Unit or Common Element encroaches on another Unit or Common Element due to the shifting, settling, or moving of a building or due to survey errors or construction deviations, reciprocal easements shall exist for the maintenance of the encroachment for so long as the encroachment exists and for the maintenance of the encroachment after rebuilding in the event of destruction.

There shall also be permanent easements over, under, and across the Project (including all Units and Common Elements) in favor of the Association (and Developer during the Development and Sale Period) as may be necessary to develop, construct, and market any Units within the Project and to fulfill any responsibilities of repair, maintenance, decoration, or replacement which they or any of them are required or permitted to perform under the Condominium Documents or by law. These easements include, without any implication of limitation, the right of the Association or Developer to obtain access during reasonable hours and upon reasonable notice to any utilities or other elements which affect other Units or Common Elements and which are located within or must be accessed through any particular Unit or its appurtenant Limited Common Elements.

There shall be easements to, through, and over those portions of the Property (including the Units) as may be reasonable for the installation, maintenance, and repair of all utility services furnished to the Project. Public utilities shall have access to the Common Elements and to the Units at reasonable times for the installation, repair, or maintenance of those services; and any costs incurred in the repairing of any Common Element or other improvement to install, repair, or maintain common utility services to the Project shall be an expense of administration assessed in accordance with the Condominium Documents.

The Association shall be empowered and obligated to grant such easements, licenses, rights-of-entry, and rights-of-way over, under, and across the Property for utility purposes, access purposes, or other lawful purposes as may be necessary for the benefit of the Project; subject, however, to the approval of the Developer during the Development and Sales Period.

8.2 Easements Reserved by Developer. Developer reserves nonexclusive easements for the benefit of itself and its successors and assigns, which may be used at any time or times,

a. to use, improve, or extend all roadways, drives, and walkways in the Project for the purpose of ingress and egress to and from any Unit or real property owned by Developer and

b. to use, tap, tie into, extend, or enlarge all utility lines and mains, public and private, located on the land described in Section 2

for the benefit of real property in which Developer owns an interest and real property in which Developer obtains an interest at any time in the future. The easements described in this section are subject to payment by the owners of the benefited property of a reasonable share of the cost of maintenance and repair of the improvements constructed on the easements.

8.3 Easements for Environmental Monitoring. A nonexclusive easement is granted to the Michigan Department of Environmental Quality ("DEQ") and its representatives, successors, and assigns for the purpose of determining and monitoring compliance with the DEQ's restrictions on the Property that are in the chain of title. This easement includes the right of the DEQ to take samples, inspect the operation of the response activities, and inspect any records relating thereto, and to perform any actions necessary to maintain compliance with state law and the restrictions in the Property's chain of title.

8.4 Utility Easement for the City of Marquette. A private, nonexclusive easement for public utilities is granted to the City of Marquette. The location of the easement is more particularly described as:

A 6' wide private easement for public utilities in part of the Northeast 1/4 of the Southeast 1/4 of Section 14, and part of the plat of Ely Park subdivision in the Northwest 1/4 of the Southwest 1/4 of Section 13, as recorded in Liber 3 of Plats, Page 21, Marquette County records, all in Town 48 North, Range 25 West, City of Marquette, Marquette County, Michigan more particularly described as commencing at the 1/4 corner common to Sections 13 and 14; thence S01°22'00"W, 39.93' along the common Section line between 13 and 14 to the Southerly Right-of-Way (R/W) line of Fair Avenue (80' wide public R/W); thence S88°29'12"E, 104.63' along said Fair Avenue R/W line to the Easterly R/W line of Picnic Rocks Drive (60' wide private R/W) and the POINT OF BEGINNING; thence continuing S88°29'12"E, 6.00' along said Fair Avenue R/W line to a line parallel with and 6.00' distant from said Easterly R/W line of Picnic Rocks Drive; thence along said 6.00' offset line the following five calls: 1) S01°31'12"W, 57.14' to a Point of Curvature (P.C.), 2) Southeasterly, 39.94' along the arc of a 64.00' radius curve to the left, delta angle of 35°45'38" and a chord bearing S16°21'37"E, 39.30' to a Point of Tangency (P.T.), 3) S34°14'26"E, 305.74' to a P.C., 4) Southeasterly, 37.38' along the arc of a 64.00' radius curve to the left, delta angle of 33°27'36" and a chord bearing S50°58'14"E, 36.85' to a Point of Tangency (P.T.), 5) S67°42'02"E, 72.51' to the Westerly Lakeshore Boulevard (Variable width public R/W) R/W line; thence Southwesterly, 6.09' along said Lakeshore Boulevard R/W line on the arc of a 437.47' radius curve to the right, delta angle of 00°47'49" and a chord bearing S12°42'43"W, 6.08' to said Easterly R/W line of Picnic Rocks Drive; thence

along said Easterly R/W line the following five calls: 1) N67°42'02"W, 73.52' to a P.C., 2) Northwesterly, 40.88' along the arc of a 70.00' radius curve to the right, delta angle of 33°27'36" and a chord bearing N50°58'14"W, 40.30' to a P.T., 3) N34°14'26"W, 305.74' to a P.C., 4) Northwesterly, 43.69' along the arc of a 70.00' radius curve to the right, delta angle of 35°45'38" and a chord bearing N16°21'37"W, 42.98' to a P.T., 5) N01°31'12"E, 57.14' to the POINT OF BEGINNING, containing 3,101 square feet;

and

A private easement for public utilities in part of the Northeast 1/4 of the Southeast 1/4 of Section 14, and part of the plat of Ely Park subdivision in the Northwest 1/4 of the Southwest 1/4 of Section 13, as recorded in Liber 3 of Plats, Page 21, Marquette County records, all in Town 48 North, Range 25 West, City of Marquette, Marquette County, Michigan more particularly described as commencing at the 1/4 corner common to Sections 13 and 14; thence S01°22'00"W, 39.93' along the common Section line between 13 and 14 to the Southerly Right-of-Way (R/W) line of Fair Avenue (80' wide public R/W); thence S88°29'12"E, 38.63' along said Fair Avenue R/W line to the POINT OF BEGINNING; thence continuing S88°29'12"E, 6.00' along said Fair Avenue R/W line to the Westerly R/W line of Picnic Rocks Drive (60' wide private R/W); thence along said Westerly R/W line the following five courses, 1) S01°31'12"W, 57.14' to a Point of Curvature (P.C.), 2) Southeasterly, 81.14' along the arc of a 130.00' radius curve to the left, delta angle of 35°45'38" and a chord bearing S16°21'37"E, 79.83' to a Point of Tangency (P.T.), 3) S34°14'26"E, 305.74' to a P.C., 4) Southeasterly, 75.92' along the arc of a 130.00' radius curve to the left, delta angle of 33°27'36" and a chord bearing S50°58'14"E, 74.84' to a P.T., 5) S67°42'02"E, 76.22' to the Westerly R/W line of Lakeshore Boulevard (variable width public R/W); thence Southwesterly, 6.00' along said Lakeshore Boulevard R/W line on the arc of a 1637.02' radius curve to the left, delta angle of 00°12'36" and a chord bearing S22°39'24"W, 6.00' to a line parallel with and 6.00' distant from said Westerly R/W line of Picnic Rocks Drive; thence N67°42'02"W, 28.59' along said 6.00' offset line; thence S22°58'05"W, 93.72'; thence N67°01'55"W, 153.27'; thence N22°58'05"E, 20.00'; thence S67°01'55"E, 133.27'; thence N22°58'05"E, 73.48' to said 6.00' offset line; thence N67°42'02"W, 27.59' along said 6.00' offset line to a P.C.; thence Northwesterly, 79.42' along said 6.00' offset line on the arc of a 136.00' radius curve to the right, delta angle of 33°27'36" and a chord bearing N50°58'14"W, 78.30' to a P.T.; thence N34°14'26"W, 149.33' along said 6.00' offset line; thence S57°10'15"W, 95.63' to the Easterly Lakeshore Park Place Drive (variable width private road) R/W line; thence Northeasterly, 42.12' along said Easterly R/W line on the arc of a 50.30' radius curve to the left, delta angle of 47°58'41" and a chord bearing N45°29'57"W, 40.90'; thence N57°10'15"E, 22.68'; thence S33°24'19"E, 15.90'; thence N57°10'15"E, 81.17' to said 6.00' offset line; thence N34°14'26"W, 132.40' along said 6.00' offset line to a P.C.; thence Northwesterly, 78.05' along said 6.00' offset line on the arc of a 136.00' radius curve to the right, delta angle

of 32°52'52" and a chord bearing N17°48'01"W, 76.98'; thence S83°54'28"W, 71.76'; thence S01°22'25"W, 90.49'; thence N88°37'35"W, 20.00'; thence N01°22'25"E, 108.05'; thence N83°54'28"E, 91.81' to said 6.00' offset line; thence N01°31'12"E, 43.81' to the POINT OF BEGINNING, containing 14,316 square feet.

8.5 Access Easement for the City of Marquette. A private, nonexclusive easement for access to the Project for purposes of providing public services is granted to the City of Marquette across Picnic Rocks Drive, the location of which is shown on form B.

Section 9. RECIPROCAL RESTRICTIONS AND COVENANTS

All Units in the Project shall be subject to the following reciprocal restrictions and covenants:

9.1 Single Family Residences Only. Units shall be used exclusively for single-family residential occupancy and purposes incidental to single-family residential occupancy. Only one residence may be constructed within a Unit. No apartment house, rooming house, or other commercial or multiple-family dwelling of any kind shall be erected, placed, or permitted on any Unit.

9.2 Home Occupations. Home occupations conducted entirely within the residence and participated in solely by members of the immediate family residing in the residence that do not generate unreasonable traffic by members of the general public and do not change the residential character of the Unit or neighborhood are permitted as incidental to primary residential use. To be permitted as a home occupation, there must be (a) no sign or display that indicates from the exterior that the residence is being used for any purpose other than that of a single-family dwelling; (b) no goods or commodities kept for viewing or sale within the Unit or the Project; and (c) no mechanical or electrical equipment used other than personal computers and other office equipment. In no event shall any barbershop, styling salon, beauty parlor, tearoom, animal hospital, or any other form of animal care or treatment such as dog trimming be considered as a home occupation.

9.3 Approval for Structures. No structure shall be constructed within the boundaries of a Unit until the plans for such structure have been approved in writing by the Developer, if during the Development and Sales Period, or the Association thereafter, pursuant to the Bylaws, to ensure conformity with the Project's overall aesthetics and Pattern Book, attached hereto as form C. No materials may be used on the exterior of any structure within a Unit unless expressly listed in the Pattern Book or specifically authorized in writing by the Developer during the Development and Sales Period or the Association thereafter. No Owner shall use any landscaping or decoration scheme on the exterior of any structure that is inconsistent with the scheme of the Project or the Pattern Book.

9.4 Owner-Occupancy. No Unit may be leased to a non-Owner.

9.5 Completion of Residences. The residence to be built in each Unit must be substantially complete no later than six years from the date the Unit is purchased from Developer. "Substantially complete" as used herein means that a permanent certificate of occupancy has been issued for the residence.

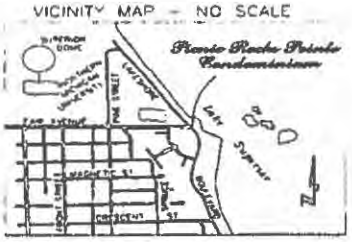
Picnic Rocks Pointe

MARQUETTE COUNTY CONDOMINIUM SUBDIVISION PLAN #38
EXHIBIT 'B' TO THE MASTER DEED OF PICNIC ROCKS POINTE CONDOMINIUM

Part of the Northeast 1/4 of the Southeast 1/4 of Section 14, and part of the plat of Ely Park subdivision in the Northeast 1/4 of the Southeast 1/4, of Section 13, as recorded in Liber 3 of Plats, Page 21, Marquette County records, all in the City of Marquette, Town 48 North, Range 25 West, Marquette County, Michigan

DEVELOPER:
Lakeshore Residences, LLC • 955 Lakeshore Boulevard • Marquette, Michigan 49855

VICINITY MAP - NO SCALE



SHEET INDEX:

Cover and Legal Descriptions Page	Sheet 1
Survey, Site, and Utility Plan	Sheet 2

SURVEYORS:
Glenn C. Van Neste
Professional Surveyor # 27464
Travis W. Van Neste
Professional Surveyor # 48895

VAN NESTE SURVEYING
1405 HIGHWAY AVENUE MARQUETTE, MICHIGAN 49855
PHONE (906) 228-8241 FAX 228-8783
www.vannestesurveying.com

LEGAL DESCRIPTION PICNIC ROCKS POINTE CONDOMINIUM
(Recorded as Expandable Area #1 in Lakeshore Park Place Condominium, Marquette County Condominium Subdivision Plan #8)
Part of the Northeast 1/4 of the Southeast 1/4 of Section 14 and part of the plat of Ely Park subdivision in the Northwest 1/4 of the Southeast 1/4, of Section 13, as recorded in Liber 3 of Plats, Page 21, Marquette County records, all in the City of Marquette, Town 48 North, Range 25 West, Marquette County, Michigan, more particularly described as commencing at the East 1/4 corner of said Section 14; thence S01°22'05"W, 39.93' along the East line of said Section 14 to the POINT OF BEGINNING, a found 5/8" rebar with cap on the Southerly Right-of-Way (R/W) line of Fair Avenue (80' R/W, May 2000); thence N88°34'50"W, 52.51' along said Southerly R/W line; thence S01°22'25"W, 177.55'; thence S32°49'45"E, 132.98'; thence Southeasterly, 112.88' along the arc of a 50.30' radius curve to the right, having a delta angle of 128°31'05", and a chord bearing S32°49'45"E, 90.55', thence S32°49'45"E, 131.70'; thence S87°01'55"E, 211.31' to the Westerly R/W line of Lakeshore Boulevard (variable R/W, May 2000); thence Northeasterly, 134.78' along the arc of a 1637.02' radius R/W curve to the right, having a delta angle of 04°43'03" and a chord bearing N21°36'56"E, 134.74' along said Westerly R/W line of Lake Shore Boulevard; thence Northwesterly, 277.05' along the arc of a 437.47' radius curve to the left, having a delta angle of 36°17'05" and a chord bearing of N01°40'39"W, 272.44' along said Westerly R/W line of Lake Shore Boulevard to the Southerly R/W line of Agate Street (66' R/W, not constructed, May 2000); thence N38°41'54"W, 301.27' along said Agate Street R/W line to the Southerly R/W line of said Fair Avenue; thence N88°29'12"W, 514.64' along said Southerly Fair Avenue R/W line to the POINT OF BEGINNING. Parcel contains 3.81 acres and is subject to utility easements in favor of the City of Marquette.

LEGAL DESCRIPTION PUBLIC UTILITY EASEMENT 'A'
A 8' wide private easement for public utilities in part of the Northeast 1/4 of the Southeast 1/4 of Section 14, and part of the plat of Ely Park subdivision in the Northwest 1/4 of the Southeast 1/4 of Section 13, as recorded in Liber 3 of Plats, Page 21, Marquette County records, all in Town 48 North, Range 25 West, City of Marquette, Marquette County, Michigan more particularly described as commencing at the 1/4 corner common to Sections 13 and 14; thence S01°22'00"W, 39.93' along the common Section line between 13 and 14 to the Southerly Right-of-Way (R/W) line of Fair Avenue (80' wide public R/W); thence S88°29'12"E, 104.63' along said Fair Avenue R/W line to the Easterly R/W line of Picnic Rocks Drive (60' wide private R/W) and the POINT OF BEGINNING; thence continuing S88°29'12"E, 8.00' along said Fair Avenue R/W line to a line parallel with and 8.00' distant from said Easterly R/W line of Picnic Rocks Drive; thence along said 8.00' offset line the following five calls: 1) S01°31'12"W, 57.14' to a Point of Curvature (P.C.), 2) Southeasterly, 39.94' along the arc of a 64.00' radius curve to the left, delta angle of 35°45'38" and a chord bearing S16°21'37"E, 39.30' to a Point of Tangency (P.T.), 3) S34°14'26"E, 305.74' to a P.C., 4) Southeasterly, 37.38' along the arc of a 64.00' radius curve to the left, delta angle of 33°27'36" and a chord bearing S50°58'14"E, 36.85' to a Point of Tangency (P.T.), 5) S67°42'02"E, 72.51' to the Westerly Lakeshore Boulevard (variable width public R/W) R/W line; thence Southwesterly, 8.09' along said Lakeshore Boulevard R/W line on the arc of a 437.47' radius curve to the right, delta angle of 00°47'49" and a chord bearing S12°42'43"W, 8.08' to said Easterly R/W line of Picnic Rocks Drive, thence along said Easterly R/W line the following five calls: 1) N67°42'02"W, 73.53' to a P.C., 2) Northwesterly, 40.85' along the arc of a 70.00' radius curve to the right, delta angle of 33°27'36" and a chord bearing N50°58'14"W, 40.39' to a P.T., 3) N34°14'26"W, 305.74' to a P.C., 4) Northwesterly, 43.65' along the arc of a 72.00' radius curve to the right, delta angle of 35°45'38" and a chord bearing N16°21'37"W, 42.98' to a P.T., 5) N01°31'12"E, 57.14' to the POINT OF BEGINNING, containing 3,101 square feet

LEGAL DESCRIPTION PUBLIC UTILITY EASEMENT 'B'
A private easement for public utilities in part of the Northeast 1/4 of the Southeast 1/4 of Section 14, and part of the plat of Ely Park subdivision in the Northwest 1/4 of the Southeast 1/4 of Section 13, as recorded in Liber 3 of Plats, Page 21, Marquette County records, all in Town 48 North, Range 25 West, City of Marquette, Marquette County, Michigan more particularly described as commencing at the 1/4 corner common to Sections 13 and 14; thence S01°22'00"W, 39.93' along the common Section line between 13 and 14 to the Southerly Right-of-Way (R/W) line of Fair Avenue (80' wide public R/W); thence S88°29'12"E, 38.63' along said Fair Avenue R/W line to the POINT OF BEGINNING; thence continuing S88°29'12"E, 6.00' along said Fair Avenue R/W line to the Westerly R/W line of Picnic Rocks Drive (60' wide private R/W); thence along said Westerly R/W line the following five courses, 1) S01°31'12"W, 57.14' to a Point of Curvature (P.C.), 2) Southeasterly, 81.14' along the arc of a 130.00' radius curve to the left, delta angle of 35°45'38" and a chord bearing S16°21'37"E, 79.83' to a Point of Tangency (P.T.), 3) S34°14'26"E, 305.74' to a P.C., 4) Southeasterly, 75.92' along the arc of a 130.00' radius curve to the left, delta angle of 33°27'36" and a chord bearing S50°58'14"E, 74.84' to a P.T., 5) S67°42'02"E, 78.22' to the Westerly R/W line of Lakeshore Boulevard (variable width public R/W), thence Southwesterly, 8.00' along said Lakeshore Boulevard R/W line on the arc of a 1637.02' radius curve to the left, delta angle of 00°16'36" and a chord bearing S22°39'24"W, 8.00' to a line parallel with and 8.00' distant from said Westerly R/W line of Picnic Rocks Drive; thence N67°42'02"W, 28.59' along said 8.00' offset line; thence S22°58'05"W, 93.72'; thence N67°01'55"W, 153.27'; thence N22°58'05"E, 20.00'; thence S67°01'55"E, 133.27'; thence N22°58'05"E, 73.48' to said 8.00' offset line; thence N67°42'02"W, 27.59' along said 8.00' offset line to a P.C.; thence Northwesterly, 79.42' along said 8.00' offset line on the arc of a 136.00' radius curve to the right, delta angle of 33°27'36" and a chord bearing N50°58'14"W, 78.30' to a P.T., thence N34°14'26"W, 148.33' along said 8.00' offset line; thence S55°10'15"W, 95.63' to the Easterly Lakeshore Park Place Drive (variable width private road) R/W line; thence Northeasterly, 42.12' along said Easterly R/W line on the arc of a 50.33' radius curve to the left, delta angle of 47°58'41" and a chord bearing N48°29'57"W, 40.90', thence N57°10'15"E, 22.68'; thence S32°24'19"E, 15.90'; thence N57°10'15"E, 81.17' to said 8.00' offset line, thence N34°14'26"W, 132.40' along said 8.00' offset line to a P.C.; thence Northwesterly, 78.05' along said 8.00' offset line on the arc of a 136.00' radius curve to the right, delta angle of 32°52'52" and a chord bearing N17°48'01"W, 76.96', thence S83°54'28"W, 71.76'; thence S01°22'25"W, 90.48'; thence N88°37'35"W, 20.00'; thence N01°22'25"E, 106.05'; thence N83°54'28"E, 91.81' to said 8.00' offset line; thence N01°31'12"E, 43.81' to the POINT OF BEGINNING, containing 14,315 square feet

NOTES
- The condominium boundary is recorded as Expandable Area #1 in Lakeshore Park Place Condominium Marquette County Condominium Subdivision Plan #8.
- This condominium project does not lie within a FEMA flood hazard area

I, Glenn C. Van Neste, a Professional Surveyor in the State of Michigan, hereby certify

That the subdivision plan known as Picnic Rocks Pointe, Marquette County Condominium Subdivision Plan No. 38, as shown on the accompanying drawings, represents a survey on the ground made under my direction

That the required monuments and iron markers will be located in the ground prior to 01 March 2013, as required by the rules promulgated under Section 142 of Act No. 59 of the Public Acts of 1978 as Amended. That the accuracy of the survey is within the limits required by the rules promulgated under Section 142 of Act No. 59 of the Public Acts of 1978 as Amended

That the bearings, as shown, are relied on the survey plan as required by the rules promulgated under Section 142 of Act No. 59 of the Public Acts of 1978 as Amended

SIGNED: GLENN C. VAN NESTE DATE: 26 June 2013

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As-Built June 2013

9.6 Limits of Construction. No structure within the Project that requires any movement of soil may be constructed outside the buildable area for such Unit as shown in the Pre-Approved Excavation Area Exhibit, attached hereto as form D, without the written consent of Developer if during the Development and Sales Period or the Association thereafter, except that this sentence does not apply to Unit 11. In no event may any structure exceed 30 feet in height. All structures on Units 1-9 shall be limited to 2-stories, and structures on Units 10-15 shall be limited to 1 ½-stories.

9.7 Signs. No signs or other advertising devices (other than one professionally made unlit sign or a sign of substantially the same quality and appearance advertising a unit for sale that is not larger than four square feet in size) shall be displayed from any residence or on any Unit that are visible from the exterior of the Unit or from the Common Elements without written permission from the Association or its managing agent.

9.8 Common Areas. The Common Elements shall be used only by the Owners and their agents, family members, invitees, and licensees for access, ingress to, and egress from the respective Units and for other purposes incidental to use of the Units. The use, maintenance, and operation of the Common Elements shall not be obstructed, damaged, or unreasonably interfered with by any Owner and shall be subject to any lease or easement presently in existence or entered into by the Developer or Association at some future date that affects all or any part of the Common Elements. No Owner shall make any additions, alterations, or modifications to any of the Common Elements without prior written approval of Developer or the Association. The General Common Elements shall not be used for the storage of supplies, personal property, trash or refuse of any kind (except for the short periods of time that are reasonably necessary to permit the placement of trash for collection the next day). No Owner shall perform landscaping, planting or decorating of any kind on any Common Element without the prior written approval of the Association.

9.9 Lawn Care. Each Owner shall mow all grass within their respective Unit and Limited Common Elements at least two times each month during the growing season.

9.10 Nuisances. No nuisances shall be permitted on the Property, nor shall any use or practice be permitted that is a source of annoyance to or that unreasonably interferes with the peaceful possession or proper use of the Project by its residents. No Unit shall be used in whole or in part for the storage of rubbish or trash or for the storage of any property or thing that may cause the Unit to appear in an unclean or untidy condition. No substance or material shall be kept on a Unit that will emit foul or obnoxious odors or that will cause excessive noise that will or might disturb the peace, quiet, comfort, or serenity of the occupants of surrounding Units. No immoral, improper, unlawful or offensive activity shall be carried on in any Unit or upon any Common Element.

9.11 Prohibited Uses. Nothing shall be done or kept in any Unit or on the Common Elements that will increase the rate of insurance for the Project without the prior written consent of the Association, which consent, if given, shall require the Owner to pay to the Association the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition. No Owner shall permit anything to be done or kept in the Owner's Unit or elsewhere on the Common Elements that will result in the cancellation of insurance on any Unit or any part of the Common Elements or that will violate any law.

9.12 Personal Property. No Owner shall display, hang, or store any clothing, sheets, blankets, laundry, or other items of personal property, or allow any unsightly condition, outside a Unit or ancillary building. This restriction shall not be construed to prohibit a Owner from placing and maintaining outdoor furniture and accoutrements and decorative foliage of a customary nature and appearance on the patio of a Unit only during the appropriate season(s) of reasonable use.

9.13 Pets and Animals. No animals may be kept on any Unit, except for a maximum of three (3) common, domestic, indoor, household pets, without written consent of the Association, which, if given, may be revoked at any time by the Association. No exotic, savage, or dangerous animal shall be kept on the Property, and no animal may be kept or bred for commercial purposes. Common household pets permitted under the provisions of this subsection shall be kept only in compliance with the rules and regulations promulgated by the Association from time to time and must at all times be kept under care and restraint so they are not obnoxious on account of noise, odor, or unsanitary conditions. No animal shall be permitted to run loose on the Common Elements or on any Unit except the Unit owned by the owner of the animal, and the owner of each pet shall be responsible for cleaning up after it.

9.14 Vehicles and recreational vehicles. No commercial vehicle, recreational vehicles, house trailers, motor homes, camping vehicles, camping trailers, snowmobiles, snowmobile trailers, boats, boat trailers or other types of trailers shall be parked or stored in any garage if the storage would prevent full closure of the garage door or elsewhere on the Property without the written approval of the Association. No snowmobile, all-terrain vehicle, or other motorized recreational vehicle shall be operated on the Property. No maintenance or repair shall be performed on any boat or vehicle except within a garage or residence where totally isolated from public view. No unlicensed or inoperable vehicles may be parked or stored outside of the garage.

9.15 Trash Containers and Pick Up. All trash shall be placed in containers subject to the Association's approval and kept inside the garage or other fully enclosed area except that Owners may place trash containers on Common Elements as reasonably necessary for collection the next day.

9.16 Solar Panels and Satellite Dishes. No exterior radio, television or other antenna, aerials, or solar panels, may be installed on the exterior of any building unless the type, design, and location has been approved in writing by the Association. An Owner may install a small satellite dish or other receiving dish on the exterior of a building, subject to reasonable prior approval by the Association for size, location, color, and screening. To the extent required by applicable federal law, the Association's regulations shall not unreasonably impair an Owner's installation, maintenance, or use of a satellite dish.

9.17 Hazardous Materials. Owners shall not, nor shall they permit their agents, invitees, contractors or subcontractors (collectively, "Owners' Agents") to, bring on, keep, store, use, or dispose of any Hazardous Materials on, in, under, or about the Project except ordinary cleaning chemicals and solutions, suitably packaged goods offered for sale at retail, none of which may pose any significant threat of contamination of the Project. Each Owner shall cause the presence, use, storage, or disposal of any Hazardous Materials on, in, under, or about the Project by the Owner or the Owner's Agents to be in compliance with all applicable laws, rules, regulations, and orders. Each Owner shall defend, indemnify, protect, and hold harmless the Association from and against all claims, costs, fines, judgments, and liabilities, including attorney fees and

costs, arising out of or in connection with the presence, storage, use, or disposal of Hazardous Material in, on, under, or about the Project caused by the acts, omissions, or negligence of the Owner or the Owner's Agents. The term "Hazardous Materials" as used herein means any hazardous or toxic substance, material, or waste that is or becomes regulated by any local government authority, any agency of the State of Michigan, or any agency of the U.S. government.

9.18 Window Treatments. Window treatments shall be installed within sixty (60) days of occupancy of a residence in the Project. No sheets, blankets, bedspreads, newspapers, aluminum foil, or other material not commercially made for use as a window treatment may be used as a temporary or permanent window treatment for any Unit.

9.19 Additional Structures. No additional temporary or permanent structure, including, but not limited to kennel fencing and hot tubs, shall be constructed or placed in the Development without the prior written approval of the Association.

9.20 Elevations and Surface Water. No changes in land elevations shall be made on any Unit that will cause undue hardship to any adjoining Unit. No change to the surface water management system or draining direction of the Property shall be made without the prior approval of the Association. The Association reserves the right to correct any undesirable areas of standing water or other poor drainage which may develop or exist anywhere on the Property.

9.21 Reserved Rights of Developer. The restrictions in this section shall not apply to the commercial activities of Developer during the Development and Sale Period. Developer shall also have the right to maintain a sales office, advertising display sign, storage areas, and reasonable parking incident to its sales efforts and to reasonable access to, from, and over the Property to enable development and sale of the entire Project.

Section 10. AMENDMENT, TERMINATION, AND WITHDRAWAL

10.1 Preconveyance Amendments. If there is no Owner other than Developer, Developer may unilaterally amend the Condominium Documents or, with the consent of any interested mortgagee, unilaterally terminate the Project. All documents reflecting an amendment to the Master Deed or the Condominium Bylaws or a termination of the Project shall be recorded in the register of deeds office in the county where the Project is located.

10.2 Postconveyance Amendments. If there is an Owner other than Developer, the recordable Condominium Documents may be amended for a proper purpose as follows:

a. **Nonmaterial Changes.** An amendment may be made without the consent of any Owner or mortgagee if the amendment does not materially alter or change the rights of any Owner or mortgagee of a Unit in the Project, including, but not limited to, (i) amendments to modify the types and sizes of unsold Condominium Units and their appurtenant Limited Common Elements; (ii) amendments correcting survey or other errors in the Condominium Documents; or (iii) amendments to facilitate conventional mortgage loan financing for existing or prospective Owners and enable the purchase of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the

Government National Mortgage Association, or any other agency of the federal government or the State of Michigan.

b. **Material Changes.** An amendment may be made even if it will materially alter or change the rights of the Owners with the consent of not less than two-thirds of the Owners and, to the extent required by law, mortgagees. However, an Owner's Unit dimensions or Limited Common Elements may not be modified without that Owner's consent, nor may the method or formula used to determine the percentage of value of Units in the Project for other than voting purposes be modified without the consent of each affected Owner and mortgagee. Rights reserved by Developer, including without limitation rights to amend for purposes of contraction or modification of units, shall not be amended without the written consent of Developer so long as Developer or its successors continue to own and to offer for sale any Unit in the Project.

c. **Reserved Developer Rights.** During the Development and Sales Period, this Master Deed and forms A and B shall not be amended nor shall provisions be modified in any way without the written consent of Developer or its successors or assigns. Notwithstanding paragraph (b) above, Developer may unilaterally make a material amendment to the Condominium Documents without the consent of any Owner or mortgagee for any of the following purposes:

i. to achieve compliance with the Act, administrative rules, or orders adopted by the courts pursuant to the Act or with other federal, state, or local laws, ordinances, or regulations affecting the Project;

ii. to the extent required by any federal, state, or local agency in order to permit the residential occupancy of the Property;

iii. to comply with any requirements of any financing institution providing or proposing to provide a mortgage on any Unit or to satisfy the title requirements of any title insurer insuring or proposing to insure title to any Unit;

iv. to correct arithmetic errors, typographical errors, survey errors, or any similar errors in the Condominium Documents;

v. to clarify or explain the provisions of the Condominium Documents;

vi. to make, define, or limit easements affecting the Project; or

vii. to record an "as built" Condominium Subdivision Plan and/or consolidating master deed and to depict thereon any improvements, if any, not shown on the Plan attached hereto.

d. **Costs of Amendments.** A person causing or requesting an amendment to the Condominium Documents shall be responsible for costs and expenses of the amendment, except for amendments based on a vote of the Owners, the costs of which are expenses of

administration. The Owners shall be notified of proposed amendments under this section not less than 10 days before the amendment is recorded.

10.3 Project Termination. If there is an Owner other than Developer, the Project may be terminated only with consent of Developer and not less than 80 percent of the Owners, in the following manner:

a. **Termination Agreement.** Agreement of the required number of Owners to termination of the Project shall be evidenced by the Owners' execution of a Termination Agreement, and the termination shall become effective only when the Agreement has been recorded in the register of deeds office in the county where the Project is located.

b. **Real Property Ownership.** On recordation of a document terminating the Project, each Owner shall be deemed to hold fee simple title to his/her Unit, and the Common Elements shall be owned by the Owners as tenants in common in proportion to their respective undivided interests in the Common Elements immediately before recordation. As long as the tenancy in common lasts, each Owner and their heirs, successors, or assigns shall have an exclusive right of occupancy of that portion of the property that formerly constituted their Condominium Unit and Limited Common Elements.

c. **Association Assets.** On recordation of a document terminating the Project, any rights the Owners may have to the net assets of the Association shall be in proportion to their respective undivided interests in the Common Elements immediately before recordation, except that common profits (if any) shall be distributed in accordance with the Condominium Documents and the Act.

d. **Notice to Interested Parties.** Notification of termination by first-class mail shall be made to all parties interested in the Project, including escrow agents, land contract vendors, creditors, lienholders, and prospective purchasers who have deposited funds.

10.4 Withdrawal of Property. Notwithstanding anything in this Master Deed to the contrary, if Developer has not completed development and construction of Units or improvements in the Project that are identified as "need not be built" during a period ending 10 years after the date of commencement of construction by Developer of the Project, Developer has the right to withdraw from the Project all undeveloped portions of the Project not identified as "must be built" without the prior consent of any Owners, mortgagees of Units in the Project, or any other person having an interest in the Project. The undeveloped portions of the Project withdrawn shall also automatically be granted easements for utility and access purposes through the Project for the benefit of the undeveloped portions of the Project, subject to the payment of a reasonable pro rata share of the costs of maintaining the easements. If Developer does not withdraw the undeveloped portions of the Project from the Project before the 10 year time period expires, those undeveloped lands shall remain part of the Project as General Common Elements, and all rights to construct Units on that land shall cease.

Section 11. ASSIGNMENT OF DEVELOPER RIGHTS

Developer may assign any or all of the rights and powers granted to or reserved by Developer in the Condominium Documents or by law, including without limitation the power to approve or to disapprove any act, use, or proposed action, to any other entity or person, including the Association. Any such assignment or transfer shall be made by an appropriate document in writing and shall be duly recorded in the register of deeds office in the county where the Project is located.

Section 12. DEVELOPER'S RIGHT TO PUT ADDITIONAL BURDENS ON THE PROPERTY

Developer may unilaterally agree to and record with the Marquette County Register of Deeds any document (including, but not limited to, easements and restrictive covenants) required by a federal, state, or local government agency to permit residential occupancy of the Property.

This Master Deed has been signed by Developer and shall be effective as of the date stated on page 1.

DEVELOPER

LAKESHORE RESIDENCES, LLC

By: Valdy Biernacki, Agent

STATE OF MICHIGAN)
)ss
COUNTY OF MARQUETTE)

On this 27th day of March, 2014, before me a Notary Public, in and for said County, personally appeared Valdy Biernacki, to me known to be the same person described herein and who executed the foregoing instrument as agent of Lakeshore Residences, LLC, and who acknowledged the same to be the free act and deed of Lakeshore Residences, LLC.

Sheryl A. Nardi, Notary Public
Marquette County
My Commission Expires: 07/07/14
Acting in Marquette County

FORM A

PICNIC ROCKS POINTE
CONDOMINIUM BYLAWS

Section 1. ASSOCIATION OF OWNERS

1.1 Organization. Picnic Rocks Pointe is a residential site condominium project located in the City of Marquette, Marquette County, Michigan being developed in a single phase, to comprise a maximum of 15 building sites. On the recording of the Master Deed, the management, maintenance, operation, and administration of the Project shall be vested in an Association of Owners organized as a nonprofit corporation under the laws of the State of Michigan. The Association will keep current copies of the Master Deed, all amendments to the Master Deed, and other Condominium Documents for the Project available at reasonable hours for inspection by Owners, prospective buyers, mortgagees, and prospective mortgagees of Units in the Project.

1.2 Compliance. All present and future Owners, mortgagees, lessees, or other persons who may use the facilities of the Condominium in any manner shall be subject to and comply with the provisions of the Act, the Master Deed and any amendments, the Condominium Bylaws, the Association's Articles of Incorporation, the Association Bylaws, and other Condominium Documents that pertain to the use and operation of the Project. The acceptance of a deed of conveyance or the act of occupying a Condominium Unit in the Project shall constitute an acceptance of the terms of the Condominium Documents and an agreement to comply with their provisions.

Section 2. MEMBERSHIP AND VOTING

2.1 Membership. Each Owner of a Unit in the Project shall be a member of the Association during the period of ownership, and no other person or entity will be entitled to membership. The share of a member in the funds and assets of the Association may be assigned, pledged, or transferred only as an appurtenance to a Unit.

2.2 Voting Rights. Each Unit shall be entitled to one vote when voting by number and one vote, the value of which shall equal the total of the Percentage of Value assigned to the Unit, when voting by value. If there is more than one Owner of a Unit, the Unit's vote shall be exercised in accordance with the majority ownership. Voting shall be by number except when the Master Deed or Bylaws specifically require voting to be by number and value, and no cumulative voting shall be permitted.

2.3 Eligibility to Vote. No member other than Developer will be entitled to vote at any meeting of the Association until the member has presented written evidence of ownership of a Unit in the Project, nor shall the member be entitled to vote (except for elections pursuant to paragraph 4.2) before the Initial Meeting of Members. A member shall be permitted to vote only if the member is not in default of payment of assessments levied against the member's Unit. Developer shall be entitled to vote only those Units to which Developer still holds title.

2.4 Designation of Voting Representative. The person entitled to cast the vote for each Unit and to receive all notices and other communications from the Association shall be designated by a certificate signed by all the record owners of a Unit and filed with the secretary of the Association. The certificate shall state the name and address of the individual representative designated; the number of the Unit owned; and the name and address of the Owner(s). All certificates shall be valid until revoked, until superseded by a subsequent certificate, or until a change has occurred in the ownership of the Unit.

2.5 Proxies. Votes may be cast in person or by proxy. Proxies may be made by any designated voting representative who is unable to attend the meeting in person. Proxies will be valid only for the particular meeting designated and any adjournment and must be filed with the Association before the appointed time of the meeting.

2.6 Majority. At any meeting of members at which a quorum is present, 51 percent of the votes cast (counting only those entitled to vote) shall constitute a majority for the approval of the matters presented to the meeting, except when these Bylaws, the Master Deed, or law require a majority exceeding a simple majority.

Section 3. MEETINGS AND QUORUM

3.1 Initial Meeting of Members. The initial meeting of the members of the Association may be convened only by the Developer and may be called at any time after two or more of the Units have been sold and the buyers qualified as members of the Association. In no event, however, shall the initial meeting be called later than (a) 120 days after the conveyance of legal or equitable title to nondeveloper Owners of 75 percent of the total number of Units that may be created in the Project or (b) 54 months after the first conveyance of legal or equitable title to a nondeveloper Owner of a Unit, whichever first occurs, at which meeting the eligible Owners may vote for the election of directors of the Association. Developer may call meetings of members of the Association for informational or other appropriate purposes before the initial meeting, but no such informational meeting shall be construed as the initial meeting of members.

3.2 Annual Meeting of Members. After the initial meeting has occurred, annual meetings of the members shall be held in each year on a date and at a time and place selected by the Board of Directors. At least 20 days before the date of an annual meeting, written notice of the date, time, place, and purpose of the meeting shall be mailed or delivered to each member entitled to vote at the meeting; but no less than 30 days written notice shall be provided to each member of any proposed amendment to these Bylaws or to other recorded Condominium Documents.

3.3 Special Meetings. Special meetings of the Association may be called by the Board of Directors or upon the request of 5 members made to the Board of Directors in writing. Notice of the meeting's date, time, place, and purpose shall be mailed to each member not less than 30 days before the date of the meeting.

3.4 Advisory Committee. Within one year after the initial conveyance by Developer of legal or equitable title to a Unit, or within 120 days after conveyance of five Units, whichever first occurs, Developer shall select two or more persons from the non-Developer Owners to serve as an advisory committee to the Board of Directors (the Advisory Committee). The purpose of the Advisory Committee is to facilitate communication between the Developer-appointed Board of Directors and the non-Developer Owners and to aid in the ultimate transition of control to the Owners. The members of the Advisory Committee shall serve for one year or until their successors are selected, and the Committee shall automatically cease to exist at the Transitional Control Date. The Board of Directors and the Advisory Committee shall meet with each other at the request of the Advisory Committee, but there shall be not more than two such meetings each year unless both parties agree.

3.5 Quorum of Members. The presence in person or by proxy of members in good standing entitled to cast 35 percent of the total number of votes in the Association shall constitute a quorum of members. The written vote of a member properly furnished at or before a meeting at which the member is not present in person or by proxy shall be counted in determining the presence of a quorum with respect to the question on which the vote is cast.

Section 4. ADMINISTRATION

4.1 Board of Directors. The business, property, and affairs of the Association shall be managed by a board of directors (the Board of Directors) to be elected in the manner described in these Bylaws. All actions of the first Board of Directors designated in the Articles of Incorporation or any successors to the directors selected by Developer before the initial meeting of members shall be binding on the Association as though the actions had been authorized by a Board of Directors elected by the members of the Association, so long as the actions are within the scope of the powers and duties that a Board of Directors may exercise under the Condominium Documents. A service contract or management agreement entered into between the Association and Developer or affiliates of Developer shall be voidable without cause by the Board of Directors on the Transitional Control Date or within 90 days after the initial meeting has been held and on 30 days' notice at any time for cause.

4.2 Board Composition. The Board of Directors shall consist of five elected members: four elected officers, as set forth below, and one member at large. The number of directors can be changed by an affirmative vote of a majority of the total number of votes in the Association entitled to be cast. Not later than 120 days after conveyance of legal or equitable title to nondeveloper Owners of 25 percent of the Units that may be created in the Project, at least one director and not less than one-fourth of the Board of Directors of the Association shall be elected by nondeveloper Owners. Not later than 120 days after conveyance of legal or equitable title to nondeveloper Owners of 50 percent of the Units that may be created in the Project, not less than one-third of the Board of Directors shall be elected by nondeveloper Owners. Not later than 120 days after conveyance of legal or equitable title to nondeveloper Owners of 75 percent of the Units that may be created in the Project and before conveyance of 90 percent of those Units, the nondeveloper Owners shall elect all directors on the board except that Developer shall have the right to designate at least one director as long as Developer owns and offers for sale at least 1 Unit in the Project.

4.3 Owner Control. If 75 percent of the Units that may be created in the Project have not been conveyed within 54 months after the first conveyance of legal or equitable title to a nondeveloper Owner, the nondeveloper Owners shall have the right to elect the percentage of members of the Board of Directors of the Association equal to the percentage of Units they hold, and Developer will have the right to elect the percentage of members of the board equal to the percentage of Units that are owned by Developer and for which all assessments are payable by Developer. This election may increase, but shall not reduce, the minimum election and designation rights of directors otherwise established in paragraph 4.2. Application of this provision does not require a change in the size of the board as designated in the Association bylaws.

4.4 Mathematical Calculations. If the calculation of the percentage of members of the board that the nondeveloper Owners have a right to elect or the product of the number of members of the board multiplied by the percentage of Units held by the nondeveloper Owners results in a right of nondeveloper Owners to elect a fractional number of members of the board, a fractional election right of 0.5 or greater shall be rounded up to the nearest whole number. After application of this formula, Developer shall have the right to elect the remaining members of the board. Application of this provision shall not eliminate the right of Developer to designate at least one member as provided in paragraph 4.2.

4.5 Powers and Duties. The Board shall have all powers and duties necessary to administer the affairs of the Association and may take all actions in support of the administration that are not prohibited by the Condominium Documents or specifically reserved to the members, including the following:

a. care, upkeep, and maintenance of the Common Elements;

b. development of an annual budget and the determination, levy, and collection of assessments required for the operation and affairs of the Condominium;

c. employment and dismissal of contractors and personnel as necessary for the efficient management and operation of the Condominium Property;

d. adoption and amendment of rules and regulations governing the use of the Condominium Property not inconsistent with these Bylaws;

e. opening bank accounts, borrowing money, and issuing evidences of indebtedness in furtherance of the purposes of the Association and designating signatories required for those purposes;

f. obtaining insurance for the Common Elements, the premiums of which shall be an expense of administration;

g. granting licenses for the use of the Common Elements for purposes not inconsistent with the provisions of the Act or of the Condominium Documents;

h. authorizing the execution of contracts, deeds of conveyance, restrictive covenants, easements, and rights-of-way affecting any real or personal property of the Condominium on behalf of the Owners;

i. making repairs, additions, and improvements to or alterations of the Common Elements and repairs to and restoration of the Common Elements after damage or destruction by fire or other casualty or as a result of condemnation or eminent domain proceedings;

j. asserting, defending, or settling claims on behalf of all Owners in connection with the Common Elements of the Project and, on written notice to all Owners, instituting actions on behalf of and against the Owners in the name of the Association; and

k. further duties as may be imposed by resolution of the members of the Association or that may be required by the Condominium Documents or the Act.

4.6 Books of Account. The Association shall keep books and records containing a detailed account of the expenditures and receipts of administration, which will specify the maintenance and repair expenses of the Common Elements and any other expenses incurred by or on behalf of the Association and its members. The accounts shall be open for inspection by the Owners and their mortgagees during reasonable hours. The Association shall also prepare and distribute a financial statement to each Owner at least once a year, the contents of which will be defined by the Association. The books and records shall be reviewed annually and audited at times required by the Board of Directors by qualified independent accountants (who need not be certified public accountants), and the cost of the review or audit shall be an expense of administration.

4.7 Maintenance, Repair, and Replacement. The responsibility for maintenance, repair, and replacement of Units and Common Elements (other than following casualty damage, which is described in section 6 of the Bylaws) is as follows:

a. All maintenance, repair, and replacement of the structures and other improvements located within a Unit or Limited Common Elements that are the responsibility of the Owner of a Unit as set forth in the Master Deed shall be made by the Owner of the Unit. Each Owner shall be responsible for all damages to the Common Elements resulting from the repairs or from any failure of the Owner to perform maintenance and repairs to a Unit.

b. All maintenance, repair, and replacement of the General Common Elements, whether located inside or outside the Units, and of Limited Common Elements to the extent required by the Master Deed shall be made by the Association and shall be charged to all the Owners as a common expense, unless provided otherwise in the Master Deed or unless necessitated by the negligence, misuse, or neglect of a particular Owner, in which case the expense shall be charged to the responsible Owner. The Association or its agent shall have access to each Unit (but not to the interior of any residence or garage within a Unit) from time to time during reasonable hours, on notice to the occupant, to maintain,

repair, or replace any of the Common Elements located within or accessible only from a Unit that are the responsibility of the Association. The Association or its agents shall also have access to each Unit at all times without notice for making emergency repairs necessary to prevent damage to other Units or the Common Elements.

4.8 Reserve Fund. The Association shall maintain a reserve fund, to be used for major repairs and replacement of the Common Elements, as provided by MCL 559.205. The fund shall be established in the minimum amount required on or before the Transitional Control Date and shall, to the extent possible, be maintained at a level that is equal to or greater than 10 percent of the then current annual budget of the Association on a noncumulative basis. The minimum reserve standard required by this section may prove to be inadequate, and the Board of Directors should carefully analyze the Project from time to time to determine if a greater amount should be set aside or if additional reserve funds should be established for other purposes.

4.9 Construction Liens. A construction lien arising as a result of work performed on a Unit or on an appurtenant Limited Common Element shall attach only to the Unit on which the work was performed, and a lien for work authorized by Developer or the principal contractor shall attach only to Condominium Units owned by Developer at the time of recording the lien. A construction lien for work authorized by the Association shall attach to each Unit only to the proportionate extent that the Owner of the Unit is required to contribute to the expenses of administration. No construction lien shall arise or attach to a Condominium Unit for work performed on the General Common Elements not contracted for by the Association or Developer.

4.10 Managing Agent. The Board of Directors may employ a management company or managing agent at a compensation established by the Board of Directors to perform the duties and services as the Board of Directors shall authorize, including, but not limited to, the powers and duties described in paragraph 4.5. Developer or any person or entity related to Developer may serve as managing agent, but any compensation paid to Developer shall be at competitive rates.

4.11 Officers. The officers of the Association shall consist of a President, Vice President, Secretary, and Treasurer. Each of the officers is also a member of the Board of Directors. The duties of the officers shall be as follows:

a. **President.** The President shall preside at all meetings of the Association and shall appoint such committees as the President or the Association shall consider expedient or necessary. The President shall sign all leases, contracts, or other instruments on behalf of the Association. The President shall also serve as Chairman of the Board of Directors.

b. **Vice President.** In the absence of the President, the Vice President shall perform the President's duties. The Vice President shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Association.

c. **Secretary.** The Secretary shall keep the minutes of all meetings of the Association. The Secretary shall mail out all notices for meetings of the Association and shall perform such other duties as may be required by the Condominium Documents, the President, or the Association.

d. **Treasurer.** In the absence of both the President and Vice President, the Treasurer shall preside and assume the duties of the President. The Treasurer shall have charge of all receipts and monies of the Association, deposit them in the name of the Association in a bank approved by the Association, and disburse funds as authorized by the Association. The Treasurer shall keep regular accounts of all receipts and disbursements, submit the records when requested, and file an itemized statement at annual meetings of the Association. The Treasurer, President, or Vice President may sign checks and withdrawal slips on behalf of the Association.

4.12 Qualifications. Except for the directors selected by the Developer prior to the Initial Meeting of Members, the officers and directors of the Association shall be members of the Association, in good standing at the time of their election. No more than one owner of a particular Unit may serve as an officer or director.

4.13 Elections. Nominations may be made by any member of the Association, and officers and directors shall be elected by a plurality vote at the Annual Meeting. Officers and directors shall serve for a term of two years.

4.14 Vacancy. If a vacancy occurs among the officers or directors, the Board of Directors shall fill the vacancy for the remainder of the director's or officer's term.

4.15 Removal. Any director or officer may be impeached and removed from office by the affirmative vote of 66 percent of the total number of votes in the Association entitled to be cast.

4.16 Compensation. Neither the Board of Directors, officers, nor members serving on committees shall receive any salary or compensation for services rendered to the Association, but may be reimbursed for funds advanced on behalf of the Association as approved by the Board of Directors.

4.17 Indemnification. All directors and officers of the Association shall be entitled to indemnification against costs and expenses incurred as a result of actions (other than willful or wanton misconduct or gross negligence) taken or failed to be taken on behalf of the Association.

Section 5. ASSESSMENTS

5.1 Administrative Expenses. The Association shall be assessed as the entity in possession of any tangible personal property of the Condominium owned or possessed in common, and personal property taxes levied on such property shall be treated as expenses of administration. All costs incurred by the Association in satisfaction of any liability arising

within, caused by, or connected with the Common Elements or the administration of the Project shall be expenses of administration, and all sums received as proceeds of or pursuant to any policy of insurance covering the interests of the Owners against liabilities or losses arising within, caused by, or connected with the Common Elements or the administration of the Common Elements shall be receipts of administration.

5.2 Determination of Assessments. Assessments will be determined in accordance with the following provisions:

a. **Initial Budget.** The Board of Directors of the Association shall establish an initial budget in advance for each fiscal year that will project all expenses for the coming year that may be required for the proper operation, management, and maintenance of the Condominium Project, including a reasonable allowance for contingencies and reserves. The annual assessment to be levied against each Unit in the Project shall then be determined on the basis of the budget. Copies of the budget shall be delivered to each Owner, although the failure to deliver a copy to each Owner will not affect or in any way diminish the liability of an Owner for any existing or future assessment.

b. **Budget Adjustments.** If the Board of Directors determines at any time, in its sole discretion, that the initial assessments levied are insufficient (i) to pay the costs of operation and maintenance of the Common Elements, (ii) to provide for the replacement of existing Common Elements, (iii) to provide for additions to the Common Elements not exceeding $5,000 annually, or (iv) to respond to an emergency or unforeseen development; the Board of Directors is authorized to increase the initial assessment or to levy any additional assessments it deems necessary for such purposes. The discretionary authority of the Board of Directors to levy additional assessments will rest solely with the Board of Directors for the benefit of the Association and its members and may not be attached by or subject to specific performance by any creditors of the Association.

c. **Special Assessments.** The Board of Directors may make special assessments in excess of those permitted by sub-paragraphs (a) and (b) from time to time following the approval of the Owners to meet other needs or requirements of the Association, including but not limited to (i) assessments for additions to the Common Elements costing more than $5,000 in any year or (ii) assessments for any other appropriate purpose not specifically described. Special assessments referred to in this sub-paragraph (but not those assessments referred to in sub-paragraphs (a) and (b), which will be levied in the sole discretion of the Board of Directors) will not be levied without the prior approval of 66 percent or more (in number and in value) of all Owners. The authority to levy assessments pursuant to this sub-paragraph is solely for the benefit of the Association and its members and may not be attached by or subject to specific performance by any creditors of the Association.

5.3 Apportionment of Assessments. All assessments levied against the Owners to cover expenses of administration shall be apportioned among and paid by the Owners in accordance with the Percentage of Value allocated to each Unit in the Master Deed and any other assessment provisions in the Master Deed, without increase or decrease for the

existence of any rights to the use of Limited Common Elements appurtenant to a Unit. Unless the Board of Directors elects some other periodic payment schedule, annual assessments will be payable by Owners in 4 equal quarterly installments, commencing with the acceptance of a deed to or a land contract vendee's interest in a Unit, or with the acquisition of title to a Unit by any other means. The payment of an assessment will be in default if the assessment, or any part, is not received by the Association in full on or before the due date for the payment established by rule or regulation of the Association. However, the Board of Directors, including the first Board of Directors appointed by Developer, may relieve an Owner who has not constructed a residence within a Unit from payment, for a limited period of time, of all or some portion of the assessment for the Unit's respective allocable share of the Association budget. The purpose of this provision is to provide fair and reasonable relief from Association assessments for nonresident Owners until those Owners begin to use the Common Elements on a regular basis.

5.4 Expenses of Administration. The expenses of administration shall consist, among other things, of the amounts the Board of Directors deems proper to operate and maintain the Condominium property under the powers and duties delegated to it and may include, without limitation, amounts to be set aside for working capital of the Condominium, for a general operating reserve, for a reserve for replacement, and for meeting any deficit in the common expense for any prior year. Any reserves established by the Board of Directors before the Initial Meeting of Members shall be subject to approval by the members at the initial meeting. The Board of Directors shall advise each Owner in writing of the amount of common charges payable by the Owner and shall furnish copies of each budget containing common charges to all Owners.

5.5 Collection of Assessments. Each Owner shall be obligated for the payment of all assessments levied on the Owner's Unit while that person is the Owner of the Unit, and no Owner may become exempt from liability for the Owner's contribution toward the expenses of administration by waiver of the use or enjoyment of any of the Common Elements or by the abandonment of a Unit.

a. **Legal Remedies.** In the event of default by any Owner in paying any assessment, the Board of Directors may declare all unpaid installments of the annual assessment for the pertinent fiscal year to be immediately due and payable. In addition, the Board of Directors may impose reasonable fines and charge interest at the highest legal rate on assessments from and after the due date. Unpaid assessments, together with interest on the unpaid assessments, collection and late charges, advances made by the Association for taxes or other liens to protect its lien, attorney fees, and fines in accordance with the Condominium Documents, shall constitute a lien on the Unit prior to all other liens except tax liens in favor of any state or federal taxing authority and sums unpaid on a mortgage of record recorded before the recording of any notice of lien by the Association; and the Association may enforce the collection of all sums due by suit at law for a money judgment or by foreclosure of the liens securing payment as provided by MCL 559.208. In a foreclosure proceeding, whether by advertisement or by judicial action, the Owner or anyone claiming under the Owner shall be liable for assessments charged against the Unit that become due before the redemption period expires, together

with interest, advances made by the Association for taxes or other liens to protect its lien, costs, and reasonable attorney fees incurred in their collection.

b. **Sale of Unit.** On the sale or conveyance of a Unit, all unpaid assessments against the Unit shall be paid out of the sale price by the buyer in preference over any other assessment or charge except as otherwise provided by the Condominium Documents or by the Act. A buyer or grantee may request a written statement from the Association for the amount of unpaid assessments levied against the Unit being sold or conveyed, and the buyer or grantee shall not be liable for, nor shall the Unit sold or conveyed be subject to, a lien for any unpaid assessments in excess of the amount stated in a written response from the Association. However, unless the buyer or grantee requests a written statement from the Association at least five days before the sale as provided in the Act, the buyer or grantee shall be liable for any unpaid assessments against the Unit together with interest, late charges, fines, costs, and attorney fees.

c. **Self-Help.** The Association may discontinue the furnishing of services to an Owner in default under any of the provisions of the Condominium Documents on seven days written notice to the Owner of the Association's intent to do so. An Owner in default shall not be entitled to use any of the General Common Elements of the Project and shall not be entitled to vote at any meeting of the Association so long as the default continues, but this provision shall not operate to deprive any Owner of ingress and egress to and from the Owner's Unit.

d. **Application of Payments.** Money received by the Association in payment of assessments in default shall be applied as follows: first, to costs of collection and enforcement of payment, including reasonable attorney fees; second, to any interest charges and fines for late payment on the assessments; and third, to installments of assessments in default in order of their due dates.

5.6 Financial Responsibility of Developer. The responsibility of Developer for assessments is as follows:

a. **Preturnover Expenses.** Before the Transitional Control Date, it will be Developer's responsibility to keep the books balanced and to avoid any continuing deficit in operating expenses, but the Developer shall not be responsible for the payment of general or special assessments. At the time of the initial meeting, Developer will be liable for the funding of any continuing deficit of the Association that was incurred before the Transitional Control Date.

b. **Postturnover Expenses.** After the Transitional Control Date and continuing for any remaining Development and Sales Period, Developer shall be responsible for the payment of either general or special assessments levied by the Association on Units owned by Developer.

c. **Exempted Transactions.** Under no circumstances will Developer be responsible for the payment of any portion of any assessment that is levied for deferred maintenance,

reserves for replacement, capital improvements, or additions or to finance litigation or other claims against Developer.

Section 6. TAXES, INSURANCE, AND REPAIR

6.1 Real Property Taxes. Real property taxes and assessments shall be levied against the individual Units and not against the Property or Common Elements, except for the calendar year in which the Project is established. Taxes and assessments that become a lien against the Property in the year in which the Project was established shall be expenses of administration and shall be assessed against the Units in proportion to the Percentage of Value assigned to each Unit. Real property taxes and assessments levied in any year in which a vacation of the Project occurs shall be assessed only against the individual Units. For tax and special assessment purposes, no Unit shall be combined with any other Unit or Units, and no assessment of any fraction of a Unit or combination of any Unit with other whole or partial Units shall be made, nor shall any division or split of the assessment or taxes of a single Unit be made, whether the Unit is owned by an individual or multiple Owners. Taxes for real property improvements made to or within a specific Unit shall be assessed against that Unit only, and each Unit shall be treated as a separate, single parcel of real property for purposes of property taxes and special assessments.

6.2 Insurance Coverage. The Association shall be appointed as attorney-in-fact for each Owner to act on insurance matters and shall be required to obtain and maintain, to the extent applicable, casualty insurance with extended coverage, vandalism, and malicious mischief endorsements; liability insurance (including director's and officer's liability coverage if deemed advisable); and worker's compensation insurance pertinent to the ownership, use, and maintenance of the Common Elements of the Project. All insurance shall be purchased by the Board of Directors for the benefit of the Association, the Owners, the mortgagees, and Developer, as their interests may appear. The insurance, other than title insurance, shall be carried and administered according to the following provisions:

a. **Owner Responsibilities.** Each Owner will be responsible for obtaining casualty insurance coverage at the Owner's expense with respect to the residence and all other improvements constructed or located within the perimeters of the Owner's Unit and for the Limited Common Elements appurtenant to the Owner's Unit. It shall also be each Owner's responsibility to obtain insurance coverage for the Owner's personal property within the Owner's Unit or elsewhere on the Project, for personal liability for occurrences within the Owner's Unit or on the Limited Common Elements appurtenant to the Owner's Unit, and for alternative living expenses in the event of fire or other casualty causing temporary loss of the Owner's residence. All insurance carried by the Association or any Owner shall contain provisions permitting the waiver of the right of subrogation for any claims against any Owner or the Association for insured losses.

b. **Common Element Insurance.** The General Common Elements of the Project shall be insured by the Association against casualties covered by a standard extended coverage endorsement, to the extent deemed applicable and appropriate, in an amount to be determined annually by the Board of Directors. The Association shall not be responsible

for maintaining insurance with respect to the Limited Common Elements, the Units themselves, or any improvements located within the Units.

c. **Fidelity Insurance.** The Association may obtain, if desired, fidelity coverage to protect against dishonest acts by its officers, directors, employees, and all others who are responsible for handling funds of the Association.

d. **Power of Attorney.** The Board of Directors is irrevocably appointed as the agent for each Owner, each mortgagee, other named insureds and their beneficiaries, and any other holder of a lien or another interest in the Condominium or the Property to adjust and settle all claims arising under insurance policies purchased by the Board of Directors and to execute and deliver releases on the payment of claims.

e. **Indemnification.** Each individual Owner shall indemnify and hold harmless every other Owner, Developer, and the Association for all damages, costs, and judgments, including actual attorney fees, that any indemnified party may suffer as a result of defending claims arising out of an occurrence on or within an individual Owner's Unit or appurtenant Limited Common Elements. This provision shall not be construed to give an insurer any subrogation right or other right or claim against an individual Owner, Developer, or the Association, which rights are waived.

f. **Premium Expenses.** Unless otherwise provided, all premiums for insurance purchased by the Association pursuant to these Bylaws shall be expenses of administration of the Association.

6.3 Reconstruction and Repair. If any part of the Condominium Property is damaged or destroyed by fire or other casualty, the decision whether or not it will be reconstructed or repaired will be made in the following manner:

a. **General Common Elements.** If the damaged property is a General Common Element, the damaged property shall be repaired or rebuilt unless 80 percent or more of the votes entitled to be cast by Owners are to the contrary. However, if the damaged property is common roadway and is the sole means of ingress and egress to one or more Units in the Project, it will be repaired or rebuilt unless the 80 percent or more of the Owners agreeing not to repair or rebuild includes the Owners of all such Units.

b. **Limited Common Elements and Improvements.** If the damaged property is a Limited Common Element or an improvement located within the boundaries of a Unit, the Owner of the affected Unit alone shall determine whether to rebuild or repair the damaged property, subject to the rights of any mortgagee or other person having an interest in the property, and the Owner shall be responsible for the cost of any reconstruction or repair that the Owner elects to make. However, if the damaged property is a Limited Common Element and is the sole means of ingress and egress to more than one Unit in the Project, it must be rebuilt or repaired unless agreed otherwise by all affected Owners. The Owner shall in any event remove all debris and restore the

Unit and its improvements to a clean and sightly condition satisfactory to the Association within a reasonable period of time following the occurrence of the damage.

c. **Reconstruction Standards.** Any reconstruction or repair shall be substantially in accordance with the Master Deed and the original plans and specifications for the improvements located within the Unit, unless prior written approval for changes is obtained from the Association.

d. **Procedure and Timing.** Immediately after the occurrence of a casualty causing damage that is to be reconstructed or repaired by the Association, the Association shall obtain reliable and detailed estimates of the cost to place the damaged property in a condition as good as that existing before the damage. If the proceeds of insurance are not sufficient to cover the estimated cost of reconstruction or repair required to be performed by the Association or if at any time during the reconstruction or repair the funds for the payment of the costs by the Association are insufficient, assessment shall be levied against all Owners in sufficient amounts to provide funds to pay the estimated or actual costs of reconstruction or repair. This provision shall not be construed to require the replacement of mature trees and vegetation with equivalent trees or vegetation.

6.4 Eminent Domain. The following provisions will control on any taking by eminent domain:

a. **Condominium Units.** In the event of the taking of all or any portion of a Unit or any improvements located within the perimeters of a Unit, the award for the taking shall be paid to the Owner of the Unit and any mortgagee, according to their interests. If an Owner's entire Unit is taken by eminent domain, the Owner and any mortgagee shall, after acceptance of the condemnation award, be divested of all interest in the Project.

b. **Common Elements.** In the event of the taking of all or any portion of the General Common Elements, the condemnation proceeds relative to the taking shall be paid to the Association for its distribution to its members according to their Percentage of Value. A majority of the votes entitled to be cast in number shall determine whether to rebuild, repair, or replace the portion taken or to take another action.

c. **Amendment to the Master Deed.** If the Project continues after the taking by eminent domain, the remaining portion of the Project shall be resurveyed and the Master Deed amended accordingly; and if any Unit has been taken, section 5 of the Master Deed shall also be amended to reflect the taking and to proportionately readjust the Percentages of Value of the remaining Owners based on the continuing total value of the Condominium of 100 percent. The amendment may be completed by an officer of the Association duly authorized by the Board of Directors without the necessity of execution or specific approval by any Owner.

d. **Notice to Mortgagees.** If any Unit in the Condominium, the Common Elements, or any portion of them is made the subject matter of an eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the Association shall

promptly notify each holder of a publicly recorded mortgage lien on any of the Units in the Condominium.

e. **Inconsistent Provisions.** To the extent not inconsistent with the provisions of this section, MCL 559.233 shall control on any taking by eminent domain.

Section 7. CONSTRUCTION REQUIREMENTS

7.1 Design Standards. Design standards for Units in the Project are set forth in this section. Design standards promote quality, value, and stability for Unit Owners. The standards in this section are intended to promote consistency of architecture and landscape design and to enhance and preserve real estate values.

7.2 Developer Approvals. During the Development and Sales Period, no residences, buildings, fences, walls, drives, walks, or other improvements shall be commenced, erected, or maintained; no addition to or external change in the appearance of any structure shall be made (including color and design); and no hedges, trees, plantings, or landscaping modifications shall be made until plans or specifications acceptable to Developer, showing the nature, kind, shape, height, materials, color scheme, location, and approximate cost of the structure or improvement and the grading and landscaping plan of the area to be affected, have been submitted to and approved in writing by Developer. Developer shall have the right to refuse to approve any plans or specifications, including the grading and landscaping plan, that are not suitable or desirable in its opinion for aesthetic or other reasons. In passing on such specifications or grading or landscaping plans, Developer shall have the right to take into consideration the suitability of the proposed structure, improvement, or modification; the site on which it is proposed to be erected; and the degree of harmony with the Pattern Book and Condominium as a whole.

7.3 Association Review. Following the Development and Sales Period, no residences, buildings, fences, walls, drives, walks, or other improvements shall be commenced, erected, or maintained; no addition to or external change in the appearance of any structure shall be made (including color and design); and no hedges, trees, plantings, or landscaping modifications shall be made until plans or specifications acceptable to the Association's Board of Directors, showing the nature, kind, shape, height, materials, color scheme, location, and approximate cost of the structure or improvement and the grading and landscaping plan of the area to be affected, have been submitted to and approved in writing by the Board of Directors. The Board of Directors shall have the right to refuse to approve any plans or specifications, including the grading and landscaping plan that are not suitable or desirable in its opinion for aesthetic or other reasons. In passing on such specifications or grading or landscaping plans, the Board of Directors shall have the right to take into consideration the suitability of the proposed structure, improvement, or modification; the site on which it is proposed to be erected; and the degree of harmony with the Pattern Book and Condominium as a whole.

7.4 Approval of Contractor. All residences and other structures shall be constructed only by residential home builders approved in writing by Developer or, following the Development

and Sales Period, by the Association's Board of Directors and licensed as required by the State of Michigan. If building construction is intended to commence within three months after the date of plan approval, the name of the proposed residential builder must be submitted when the plans and specifications are submitted. If construction is to be delayed beyond three months, the name of the proposed residential builder must be submitted for approval at least 60 days before the commencement of construction. The qualifications of the proposed builder along with its reputation in the community may be taken into consideration before deciding whether or not that builder will be approved for participation in the Project. Construction of all other improvements, including landscaping, must also be done by contractors approved in writing by the Developer or Association.

7.5 Specific Requirements. All approvals required by this section shall comply with the following requirements:

a. **Construction Materials.** Each residence shall be finished with materials listed in the Pattern Book or materials of a similar quality. Any children's play areas and fencing shall be constructed primarily of wood or have a wood appearance. All exterior paints, stains, and material colors must be shown as part of the plan submitted for Developer or Association approval, and samples shall be furnished to the Developer or Association on request.

b. **Size and Space Requirements.** No residence shall be constructed on any Unit with less than the following sizes of finished living areas (as calculated on exterior dimensions), exclusive of decks, porches, patios, garages, and basements (whether full basements, daylight basements, or walkout basements):

- One story home – 1,400 sq. ft.
- One and a half story home – 1,600 sq. ft.
- Two story home – 1,800 sq. ft. (with a minimum of 1,200 sq. ft. on the first floor)

c. **Roof Orientation.** Any structure to be constructed on Units 10-15 shall be oriented and designed to minimize the obstruction of the view of Lake Superior from Lots 1-9.

d. **Garages and Driveways.** Each residence must be equipped with an attached garage of not less than two stalls and not more than three stalls. The Developer will construct a driveway to serve the residence on each Unit, and the Owner is responsible for its construction cost. Units 2, 3, 4, 5, 6, 7, 12, and 13 share a driveway with another Unit, and any Owner of Unit 2, 3, 4, 5, 6, 7, 12, or 13 shall design and build all structures on the Unit to accommodate the shared driveway as designed and/or built by Developer. The cost of constructing the shared driveways to Units 2, 3, 4, 5, 6, 7, 12, and 13 will be split equally amongst all Units adjoining each driveway.

e. **Letter and Delivery Boxes.** The Association will determine the location, design, and permitted lettering of all mail and paper delivery boxes. Each Owner will either install a

mailbox and delivery box or pay the reasonable cost of installation as determined by the Association for installation by the Association.

7.6 Codes and Ordinances. In addition to the construction requirements in this section, all buildings and other structures must comply with applicable building, mechanical, electrical, and plumbing codes of the applicable jurisdictions in effect when the building or structure is erected.

7.7 Time for Construction. At the time of submitting the name of a proposed residential builder for approval, a date for commencement of construction (which shall not be more than three years after the date of approval) must be agreed on and approved by the Developer or Association. Once construction has started, work on the residence must be diligently pursued and completed within a maximum of 12 months from the date of commencement. The Association may extend the time for commencement or completion when, in its opinion, conditions warrant an extension.

7.8 Reserved Developer Rights. The purpose of this section 7 is to ensure the continued maintenance of the Condominium as an attractive and harmonious residential development, and its provisions shall be binding on both the Association and all Owners in the Project. Developer (or any residential builder to whom Developer has assigned such rights) shall have the right to maintain a model unit, sales office, advertising display signs, storage areas, and reasonable parking incident to its sales efforts and to access to, from, and over the Property as may be reasonable to enable development and sale of the entire Project.

7.9 Permitted Variance. The Developer, during the Development and Sales Period, or the Association thereafter may, on a showing of practical difficulty or other good cause, grant variances from the requirements of this section, but only to an extent and in a manner that does not violate the spirit and intent of the requirements; except that no variance from the requirements of this section shall be granted if such variance would violate the Planned Unit Development ("PUD") Agreement (as amended from time to time) with the City of Marquette.

7.10 Improvements Adjoining Roadway. No trees, plantings, fencing, or other improvements will be placed where they obstruct vehicular visibility at or near street intersections.

7.11 Soil from Excavation. All soil to be removed from any of the Units in the course of grading or excavating will, at Developer's option, become the property of Developer and be placed by the Owner or the Owner's contractor at the Owner's expense in a location within or adjoining the Project designated by Developer.

Section 8: Use and Occupancy Restrictions

8.1 Zoning Compliance. In addition to the restrictions in section 9 of the Master Deed and section 7 of these Bylaws, the use of any Unit or structure on the Property must satisfy the

requirements of the PUD Agreement with the City of Marquette unless an amendment to the PUD has been obtained.

8.2 Rules of Conduct. Additional rules and regulations consistent with the Act, the Master Deed, and these Bylaws concerning the use of Units and Common Elements may be promulgated and amended by the Association's Board of Directors. Copies of the rules and regulations must be furnished by the Board of Directors to each Owner at least 10 days before their effective date and may be revoked at any time by the affirmative vote of the Board of Directors or 60 percent or more of all Owners.

8.3 Enforcement by Developer. The Project shall at all times be maintained in a manner consistent with the highest standards of a private residential community used and occupied for the benefit of the Owners and all other persons interested in the Condominium. If at any time, the Association fails or refuses to carry out its obligations to maintain, repair, replace, and landscape in a manner consistent with the maintenance of such standards, Developer, or any person to whom it assigns this right, may, at its option, elect to maintain, repair, or replace any Common Elements or to do any landscaping required by the Condominium Documents and to charge the cost to the Association as an expense of administration. Developer shall have the right to enforce the Condominium Documents throughout the Development and Sales Period, and this right of enforcement shall include (without limitation) an action to restrain the Association or any Owner from any prohibited activity and for damages.

8.4 Remedies on Breach. In addition to all other available remedies, the Association shall have the right, in the event of a violation of the restrictions on construction, use and occupancy imposed by these Bylaws and the Master Deed, to enter the Unit and/or Common Elements and to remove or correct the cause of the violation. The entry will not constitute a trespass, and the Owner of the Unit will reimburse the Association for all costs of the removal or correction. Failure to enforce any of the restrictions in this section will not constitute a waiver of the right of the Association to enforce restrictions in the future.

Section 9. MORTGAGES

9.1 Notice to the Association. Any Owner who mortgages a Unit shall notify the Association of the name and address of the mortgagee (in this section, the Mortgagee), and the Association will maintain this information. The information relating to Mortgagees will be made available to Developer or its successors as needed to obtain consent from or give notice to Mortgagees concerning actions requiring consent from or notice to Mortgagees under the Condominium Documents or the Act.

9.2 Insurance. The Association shall notify each of the Mortgagees of the name of each company insuring the Condominium Project against fire, perils covered by extended coverage, and vandalism and malicious mischief, with the amounts of the coverage.

9.3 Rights of Mortgagees. Except as otherwise required by applicable law or regulations, a Mortgagee of a Unit will be granted the following rights:

a. **Inspection and Notice.** On written request to the Association, a Mortgagee will be entitled (i) to inspect the books and records relating to the Project on reasonable notice, (ii) to receive a copy of the annual financial statement that is distributed to Owners; (iii) to notice of any default under the Condominium Documents by its mortgagor in the performance of the mortgagor's obligations that is not cured within 30 days; and (iv) to notice of all meetings of the Association and its right to designate a representative to attend the meetings.

9.4 Additional Notification. When notice is to be given to a Mortgagee, the Board of Directors shall also give such notice to the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Veterans Administration, the Federal Housing Administration, the Farmer's Home Administration, the Government National Mortgage Association, and any other public or private secondary mortgage market entity participating in purchasing or guarantying mortgages of Units in the Condominium if the Board of Directors has notice of their participation.

Section 10. TRANSFER OF UNITS

10.1 Unrestricted Transfers. An individual Owner may, without restriction under these Bylaws, sell, give, devise, or otherwise transfer the Owner's Unit or any interest in the Unit.

10.2 Notice to Association. Whenever a Owner sells, gives, devises, or otherwise transfers the Owner's Unit or any interest in the Unit, the Owner shall give written notice to the Association within five days after consummating the transfer. The notice shall be accompanied by documents evidencing the title or interest transferred.

Section 11. ARBITRATION

11.1 Submission to Arbitration. Any dispute, claim, or grievance arising out of or relating to the interpretation or application of the Condominium Documents and any disputes, claims, or grievances arising among or between Owners or between Owners and the Association may, on the election and written consent of the parties to the dispute, claim, or grievance and written notice to the Association, be submitted to arbitration; and the parties shall accept the arbitrator's decision and award as final and binding. The Arbitration Rules for the Real Estate Industry of the American Arbitration Association, as amended and in effect from time to time, shall apply to all such arbitrations.

11.2 Disputes Involving Developer. A contract to settle by arbitration may also be executed by Developer and any claimant for any claim against Developer that might be the subject of a civil action, provided as follows:

a. **Buyer's Option.** At the exclusive option of a buyer or an Owner in the Project, Developer shall execute a contract to settle by arbitration any claim that might be the subject of a civil action against Developer that involves an amount less than $2,500 and arises out of or relates to a purchase agreement, a Unit, or the Project.

b. **The Association's Option.** At the exclusive option of the Association, Developer shall execute a contract to settle by arbitration any claim that might be the subject of a civil action against Developer that arises out of or relates to the Common Elements of the Project if the amount of the claim is $10,000 or less.

11.3 Preservation of Rights. Election by any Owner or by the Association to submit any dispute, claim, or grievance to arbitration shall preclude that party from litigating the dispute, claim, or grievance in the courts. Except as provided in this section, however, all interested parties shall be entitled to petition the courts to resolve any dispute, claim, or grievance in the absence of an election to arbitrate.

Section 12. OTHER PROVISIONS

12.1 Definitions. All terms used in these Bylaws will have the same meaning assigned by the Master Deed to which these Bylaws are attached or, if not defined in the Master Deed, as defined in the Act.

12.2 Enforcement by Association and Owners. In addition to other available remedies, the Association is entitled to compel enforcement of any provision of the Condominium Documents by an action for injunctive relief or damages. An aggrieved Owner may maintain an action against the Association to compel it to enforce the terms and provisions of the Condominium Documents, and an aggrieved Owner may maintain an action against any other Owner for injunctive relief or for damages or any combination thereof for noncompliance with the terms and provisions of the Condominium Documents. In a proceeding to enforce the Condominium Documents, the Association or the aggrieved Owner, if successful, shall recover the costs of the proceeding and reasonable attorney fees.

12.3 Assignment and Succession. Developer may assign any of the rights granted to or reserved by it in the Condominium Documents or by law to any other entity or to the Association. Any assignment or transfer shall be made by an appropriate document in writing, signed by Developer and recorded in the register of deeds office for the county where the Project is located. On qualification, the assignee will have the same rights and powers as those granted to or reserved by Developer in the Condominium Documents.

12.4 Severability. If any of the terms, provisions, or covenants of these Bylaws or of any Condominium Document are held to be partially or wholly invalid or unenforceable for any reason, that holding shall not affect, alter, modify, or impair any of the other terms, provisions, or covenants of the documents or the remaining portions of any terms, provisions, or covenants held to be partially invalid or unenforceable.

12.5 Notices. Notices provided for in the Act, Master Deed, or Bylaws shall be in writing and shall be addressed to the Association at its registered office in the State of Michigan and to any Owner at the address in the deed of conveyance or at another address subsequently provided. The Association may designate a different address for notices to it by giving written notice of the change of address to all Owners. Any Owner may designate a different

address for notices by giving written notice to the Association. Notices addressed as above shall be deemed delivered when mailed by U.S. mail with postage prepaid or when delivered in person.

12.6 Amendment. These Bylaws may be amended, altered, changed, added to, or repealed only in the manner prescribed by the Master Deed.

12.7 Conflicting Provisions. In the event of a conflict between the Act (or other laws of the State of Michigan) and any Condominium Document, the Act (or other laws of the State of Michigan) shall govern. In the event of a conflict between the provisions of any one or more of the Condominium Documents themselves, the following order of priority shall be applied, and the provisions of the document having the highest priority shall govern:

1. the Master Deed, including the Condominium Subdivision Plan, but excluding these Bylaws

2. these Condominium Bylaws

3. the Articles of Incorporation of the Association

4. the Association Bylaws

5. the Rules and Regulations of the Association

6. Disclosure Statement

FORM B

Picnic Rocks Pointe

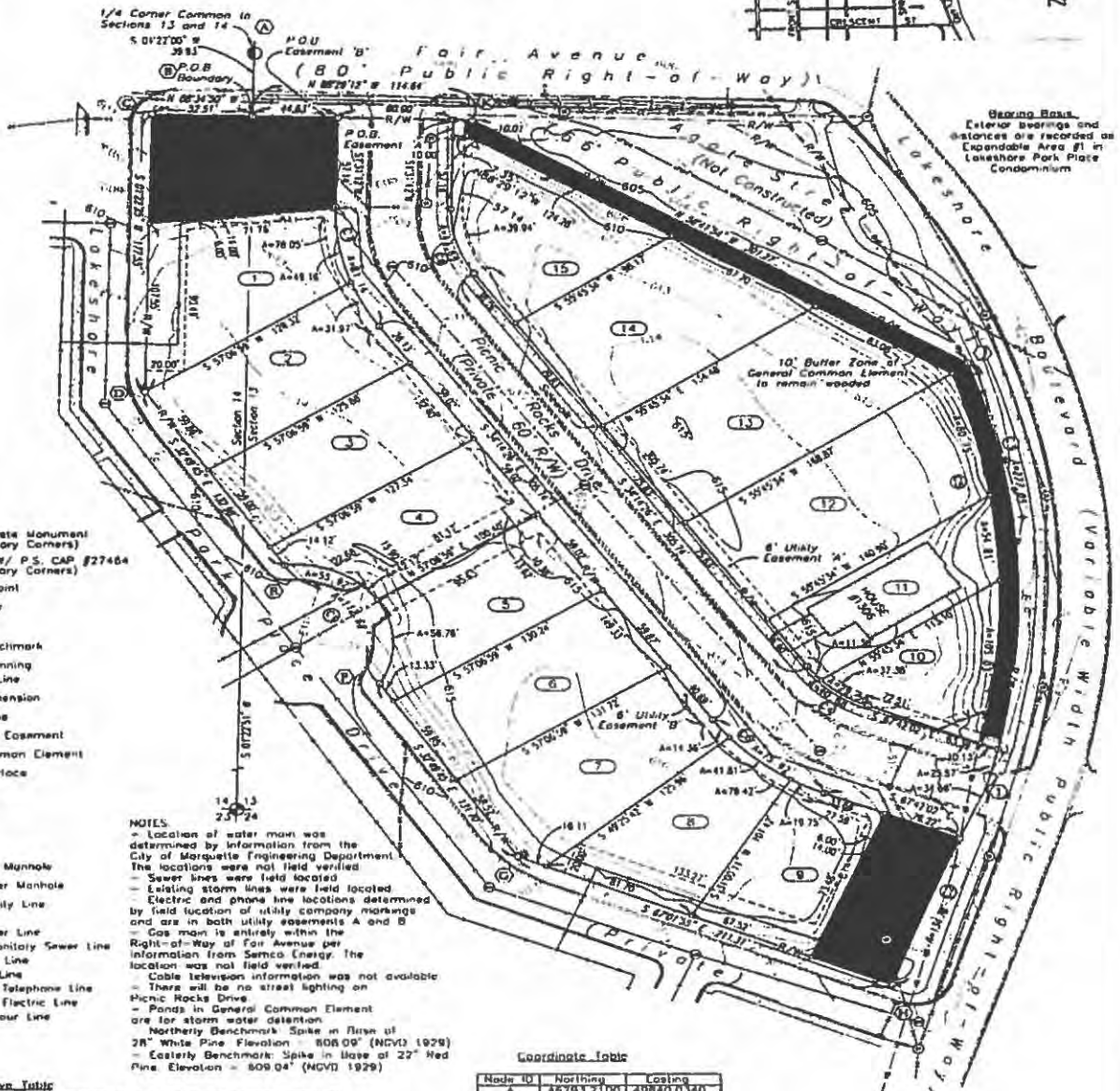
MARQUETTE COUNTY CONDOMINIUM SUBDIVISION PLAN #38
EXHIBIT 'B' TO THE MASTER DEED OF PICNIC ROCKS POINTE CONDOMINIUM

Part of the Northeast 1/4 of the Southeast 1/4 of Section 14, and part of the plat of Ely Park subdivision in the Northwest 1/4 of the Southwest 1/4, of Section 13, as recorded in Liber 3 of Plats, Page 21, Marquette County records, all in the City of Marquette, Town 48 North, Range 25 West, Marquette County, Michigan.

Survey, Site, and Utility Plan

VICINITY MAP - NO SCALE





TOTAL PARCEL AREA EXCLUDING PICNIC ROCKS DRIVE	
132,213 Sq. Ft.	
3.04 Acres	
GENERAL COMMON AREA	
16,058 Sq. Ft.	
UNIT #	SQUARE FEET
1	8,014
2	7,532
3	7,470
4	6,646
5	6,709
6	7,540
7	8,229
8	8,644
9	8,016
10	4,982
11	6,112
12	11,816
13	11,471
14	9,288
15	7,178

LEGEND

- 4"x36" Concrete Monument (Major Boundary Corners)
- 5/8" Rebar w/ P.S. CAP #27484 (Minor Boundary Corners)
- Coordinate Point
- Curve Number
- Unit Number
- Elevation Benchmark
- P.O.B. Point of Beginning
- C.V.L. Clear Vision Line
- 301.37' Boundary Dimension
- Easement Line
- Public Utility Easement
- General Common Element
- Concrete Surface
- Power Pole
- Fire Hydrant
- Light Pole
- Catch Basin
- Storm Sewer Manhole
- Sanitary Sewer Manhole
- Overhead Utility Line
- Watermain
- Sanitary Sewer Line
- Forcemain Sanitary Sewer Line
- Storm Sewer Line
- Natural Gas Line
- Underground Telephone Line
- Underground Electric Line
- Existing Contour Line

NOTES:
- Location of water main was determined by information from the City of Marquette Engineering Department. The locations were not field verified.
- Sewer lines were field located.
- Existing storm lines were field located.
- Electric and phone line locations determined by field location of utility company markings and are in both utility easements A and B.
- Gas main is entirely within the Right-of-Way of Fair Avenue per information from Semco Energy. The location was not field verified.
- Cable television information was not available.
- There will be no street lighting on Picnic Rocks Drive.
- Ponds in General Common Element are for storm water detention.
- Northerly Benchmark: Spike in Base of 28" White Pine. Elevation = 606.09' (NGVD 1929)
- Easterly Benchmark: Spike in Base of 22" Red Pine. Elevation = 609.04' (NGVD 1929)

Curve Table

NUM	ARC	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	112.84'	50.30'	128°31'05"	S 32°49'45" E	90.55'
C2	134.78'	1632.02'	04°43'03"	N 21°38'58" E	134.75'
C3	277.09'	432.42'	36°42'06"	N 01°40'58" W	272.43'
C4	40.88'	70.00'	33°27'36"	S 50°58'14" E	40.30'
C5	240.80'	427.47'	32°14'55"	N 01°13'41" W	237.64'
C6	75.92'	130.00'	33°27'36"	S 50°58'14" E	74.84'
C7	81.14'	130.00'	35°45'36"	S 16°21'37" E	79.83'
C8	43.89'	70.00'	35°45'36"	S 16°21'37" E	43.98'

Coordinate Table

Node ID	Northing	Easting
A	46793.2100	49840.0340
B	46753.2047	49839.0818
C	46754.5955	49786.5863
D	46577.1018	49787.3266
E	46485.3843	49854.4203
F	46389.2737	49903.5178
G	46278.6060	49874.9175
H	46186.1513	50189.4658
I	46321.4186	50218.1037
J	46565.7421	50211.1018
K	46750.2674	49953.6798

DEVELOPER:
Lakeshore Residences, LLC
955 Lakeshore Boulevard
Marquette, Michigan 49855

I, Glenn C. Van Neste, a Professional Surveyor in the State of Michigan, hereby certify:

That the subdivision plan known as Picnic Rocks Pointe, Marquette County Condominium Subdivision Plan No. 38, as shown on the accompanying drawings, represents a survey on the ground made under my direction.

That the required monuments and iron markers will be located in the ground prior to 01 March 2013, as required by the rules promulgated under Section 142 of Act No. 59 of the Public Acts of 1978 as Amended. That the accuracy of the survey is within the limits required by the rules promulgated under Section 142 of Act No. 59 of the Public Acts of 1978 as Amended.

That the bearings, as shown, are noted on the survey plan as required by the rules promulgated under Section 142 of Act No. 59 of the Public Acts of 1978 as Amended.

Dated: 26 November 2013

GLENN C. VAN NESTE PROFESSIONAL SURVEYOR

VAN NESTE SURVEYING
26 YEARS OF PROFESSIONAL SURVEYING SERVICES
1402 KIMBERLY AVENUE MARQUETTE, MICHIGAN 49855
PHONE (906) 226-4341 FAX 226-8363
www.VanNesteSurveying.com

As-Built June 2013

FORM C

Picnic Rocks Pointe
Marquette, Michigan

Preliminary Planned Unit Development Plan
Pattern Book

Contents

1	Introduction	1
2	Concept	2
3	Home Types	3
4	Architectural Character	7
5	Site Elements	10

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Preliminary Planned Unit Development Plan

Pattern Book

Picnic Rocks Pointe

Lakeshore Boulevard
Marquette, Michigan

Presented to:

The City of Marquette
Community Development Department
300 West Baraga Avenue
Marquette, MI 49855

May 5, 2009
Revised March 1, 2011

Owner:

Lakeshore Residences LLC
955 Lakeshore Boulevard
Marquette, MI 49855

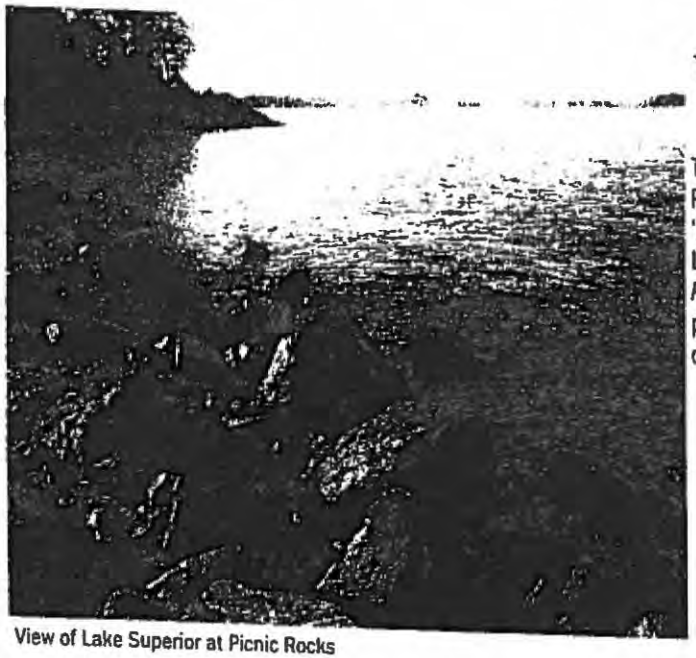
Architect:

John Larson Architect
237 Fortress
Gwinn, MI 48941

Tel. 906.372.9290
Email: *jlarsonarchitect@gmail.com*

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1 Introduction



View of Lake Superior at Picnic Rocks

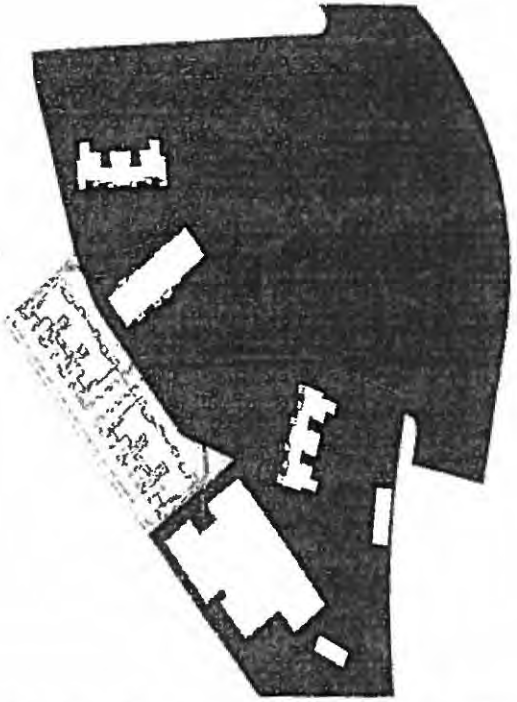
This pattern book is intended to convey the design intent for the proposed Picnic Rocks Pointe neighborhood. This traditionally styled residential 'neighborhood' will be developed on a parcel located at the corner of Lakeshore Boulevard and Fair Avenue, adjacent to the existing "*Park Place*" condominium development. This document will describe the proposed architectural character of future residences including information on proposed building forms and materials.

2 Concept

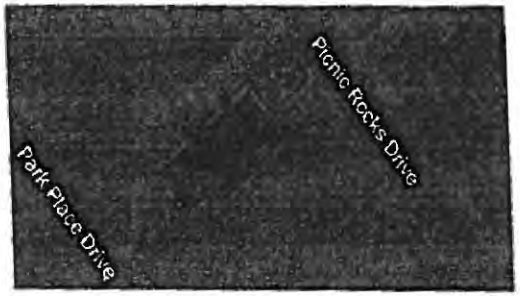
The Picnic Rocks Pointe Condominium development is comprised of fifteen single-family home lots at the corner of Lakeshore Boulevard and Fair Avenue on the city's northeast side. The development will be attractive to future home buyers who will enjoy the site's proximity to Lake Superior, the public Picnic Rocks Park and beaches, and the Lakeshore Boulevard walking path. The development will include a new Picnic Rocks Drive.

The lots are proposed to be sold as site condominiums. Purchasers will own the unit encompassed by the property lines of each lot. Individual owners will design and build their respective residence. The development owner shall monitor and approve home and landscape design and construction, through condominium bylaws and covenants. The bylaws and covenants for architectural character of the homes shall be based upon this Pattern Book and PUD agreement with the City of Marquette.

The mission of the development is to create a residential neighborhood with uniform high construction and design standards. At the same time, it provides each initial owner freedom to create a home unique to individual living needs and aspirations and specific lot limitations. The goal is to have individual unique homes in the context of overriding uniformity to the development as a whole. The following Prototypical Home Types Section and Architectural Character Section begins the development of the guidance to carry out this mission.



Picnic Rocks Pointe Site – Example Two-Story and One-Story House Footprints

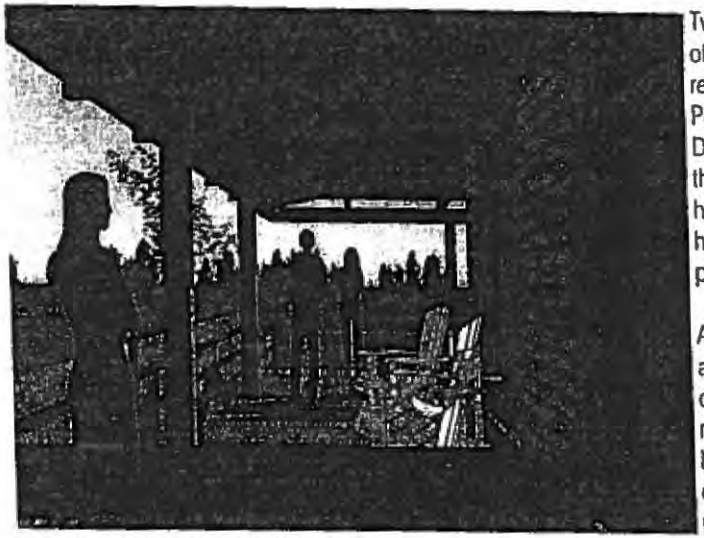


Two-Story House Site Layout



One-Story House Site Layout

3 Home Types



Upper level porch - Two-Story Concept Two

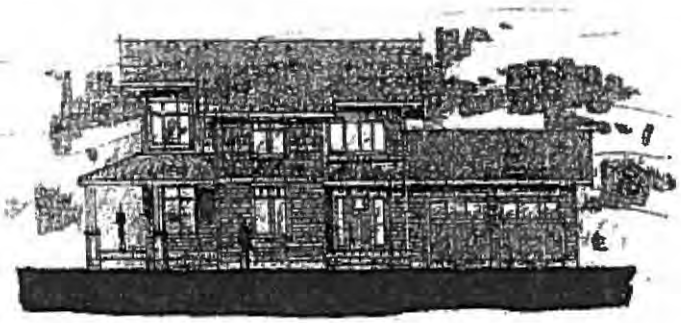
Two schematic home types have been developed to convey an example of the proposed architectural character of the Picnic Rocks Pointe residential neighborhood. A two story option is proposed for lots south of Picnics Rocks Drive and a one story option for lots north of Picnic Rocks Drive. All homes will have full basements under the living area. Homes on the lots north of the drive shall be limited to one and a half stories and the homes on the lots south of the drive shall be limited to two stories. All homes shall be constructed within the set back lines indicated on the site plan.

As outlined in the concept section 2, each individual lot owner shall design and build their own home for Picnic Rocks Pointe. Therefore the Home designs on the proceeding pages do not reflect specific final designs that may be constructed on the lots. The home schematics are prepared hypothetically as an example to illustrate the potential architectural character of the residential neighborhood. Refer to section 4 Architectural Character for additional details, façade materials etc.

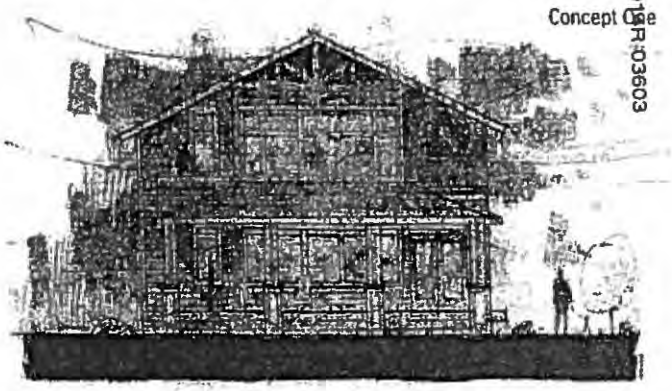
Two Story Home

Concept One

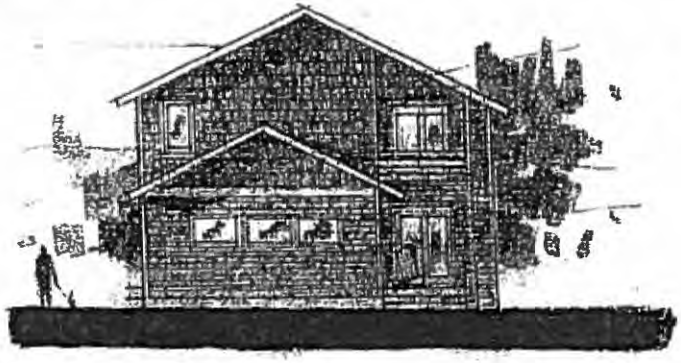
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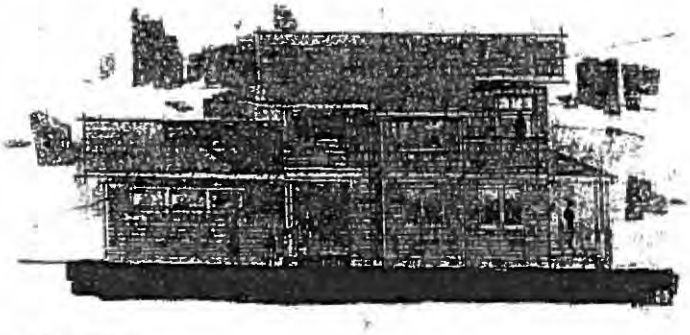
Side Elevation



Lake Facing Elevation



Park Place Facing Elevation



Side Elevation

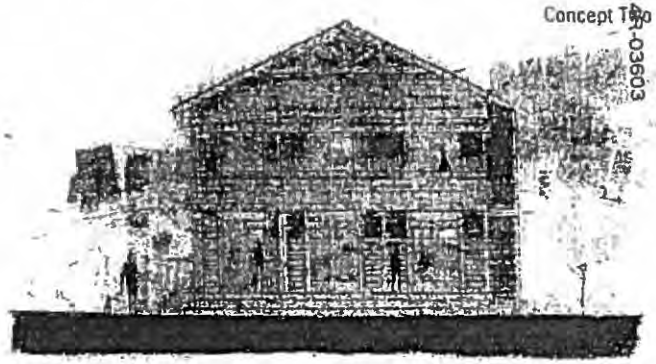
Description

First floor living area	Living, Dining, Kitchen, Half Bath, Guest Bedroom
Second floor area	Master bedroom and bath, and one or two additional bedrooms and bath
Garage	Two car with driveway access to Picnic Rocks Drive
Bedrooms	One master bedroom suite, guest bedroom, 1 or 2 additional bedrooms
Baths	First floor half bath second floor bath, master bath
Covered Porches	Covered front porch, Protected side entry porch and privacy porch. Second floor deck with Lake Superior view

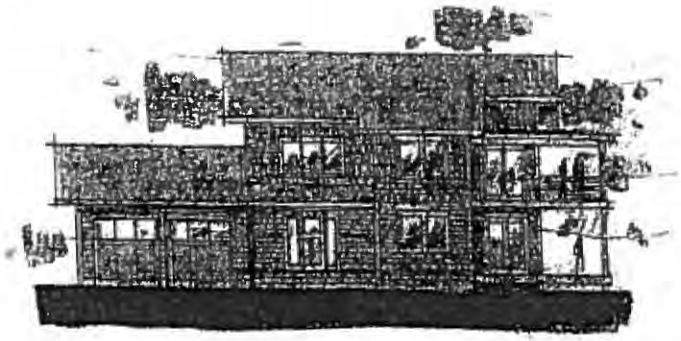
52 of 72
2019-03603

Two Story Home

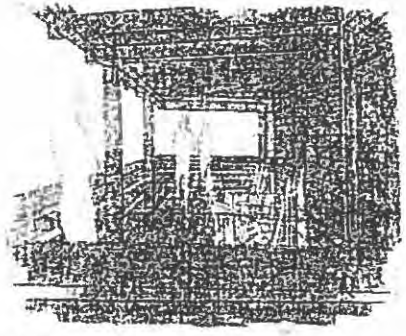
Concept Two



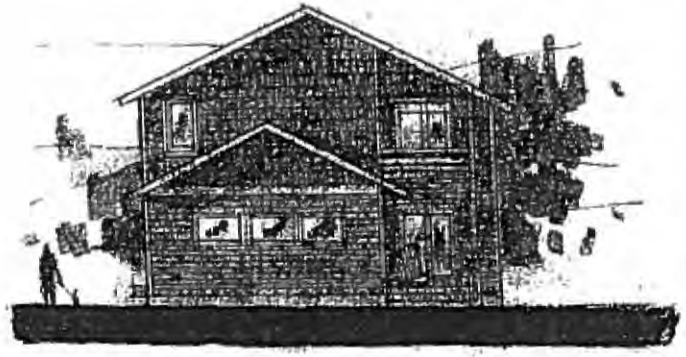
Lake facing Elevation



Side Elevation



Two-Story House Deck



Park Place Facing Elevation

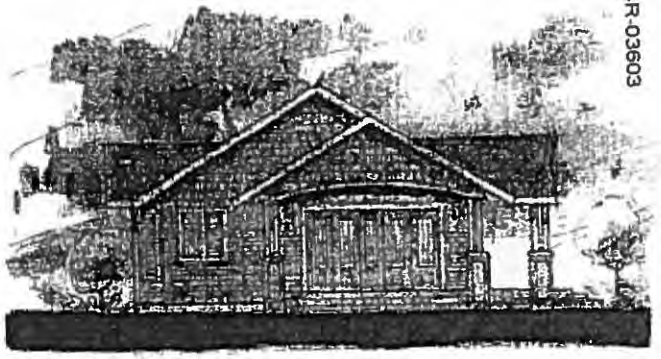
Description

First floor living area	Guest bedroom, living, dining, kitchen, half bath
Second floor area	One or two additional bedrooms, bath, master bath
Garage	Two car
Bedrooms	One master bedroom suite two additional bedroom suites
Baths	First floor bath second floor bath, master bath
Covered Porches	Covered front porch, Protected side entry porch, a privacy porch. Large second floor deck with Lake Superior view

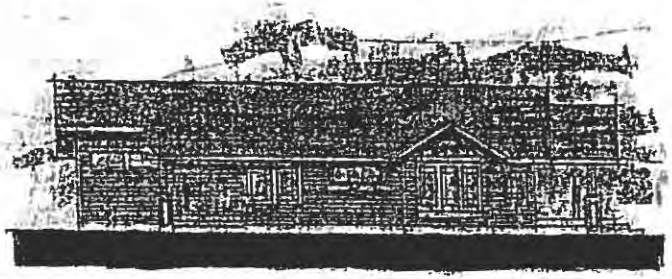
One Story Home



Side Elevation



Lake Facing Elevation



Side Elevation

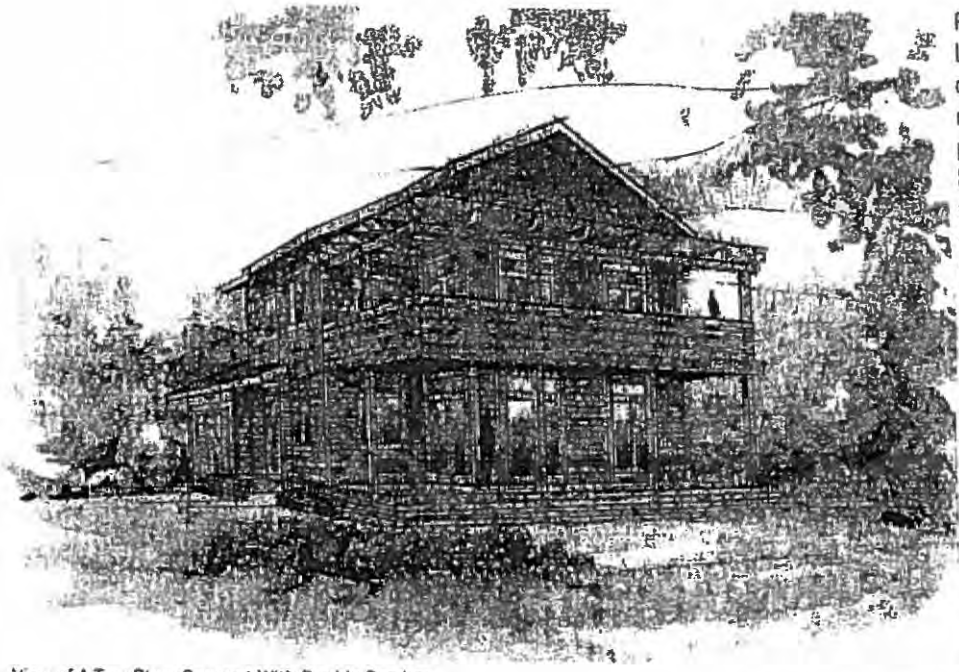


Park Place Facing Elevation

Description

First floor living area	Master bedroom and living area face the lake Additional bedroom(s), or den and full bath in addition to master bedroom suite and master bath
Second floor living area	Potential bonus room
Garage	Two car with driveway access to Picnic Rocks Drive
Bedrooms	One first floor master bedroom suite
Baths	Master bath at first floor, hall bath at first floor
Covered Porches	Covered porch facing lake. Covered side entry porch. Porch access to patio

4 Architectural Character

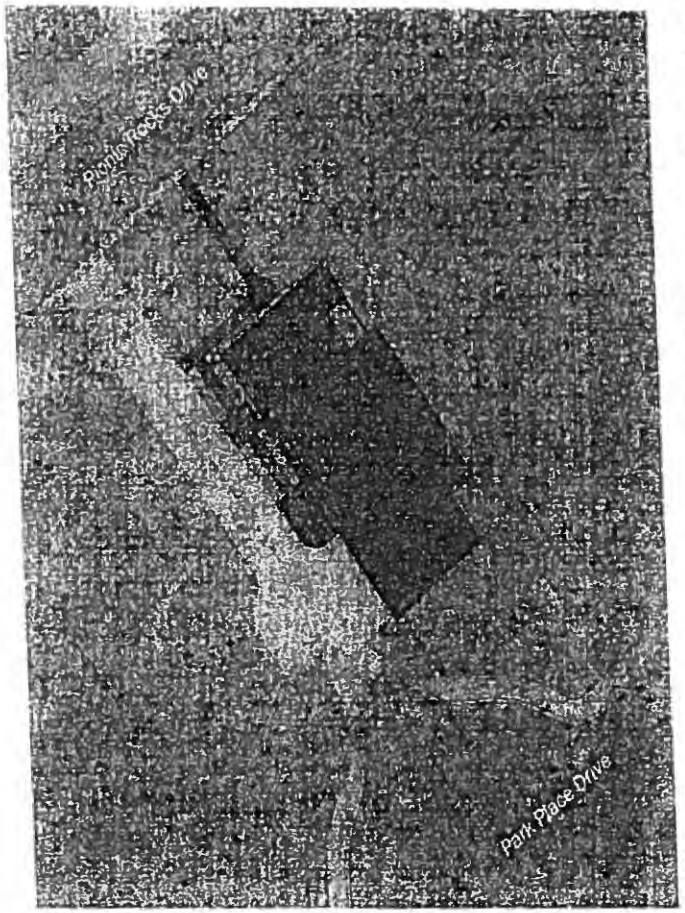


View of A Two-Story Concept With Double Porches

Picnic Rocks Pointe is ideally situated on Lake Shore Boulevard with panoramic views of Lake Superior. The proposed residential neighborhood will overlook Marquette's picturesque Picnic Rocks Park and beaches, and the Lakeshore Boulevard recreational pathway. The architectural character of Picnic Rocks Pointe respects the architectural fabric of the surrounding residential neighborhoods. These neighborhoods contain some of Marquette's classic homes with Craftsman, Bungalow architectural influences. Picnic Rocks Pointe home designs intend to take advantage of views due to the neighborhood's proximity to the Lake Superior shoreline.

Two Story Homes The owners on the lots 1 through 9, southwest of Picnic Rocks Drive shall have the option to build two story homes. The homes at these lots may have upper level porches offering spectacular views of the lake. The intent is to ensure consistency in architectural character, while allowing for individual owner design preference. Each of these homes may have living and dining areas with views toward the lake, and upper level master suites with views of the lake. The nine two-story homes have attached garages and are adjacent to the proposed common green space on the southwest side of the site.

One Story Six one-story homes are proposed to be constructed in the 'outer ring' of lots 10 through 15 adjacent to Lakeshore Boulevard. These houses will also have outstanding views of Lake Superior and the rugged Picnic Rocks. It's just a short walk to the beach, the recreational pathway, Lakeview Arena, the YMCA, the Berry Events Center and the NMU



campus. The proposed one-story homes on these sites offer direct views of Picnic Rocks and Lake Superior to the east of Lakeshore Boulevard They are easily accessible to the Lakeshore Boulevard walkway and Picnic Rocks Park. Each home has an attached two car garage

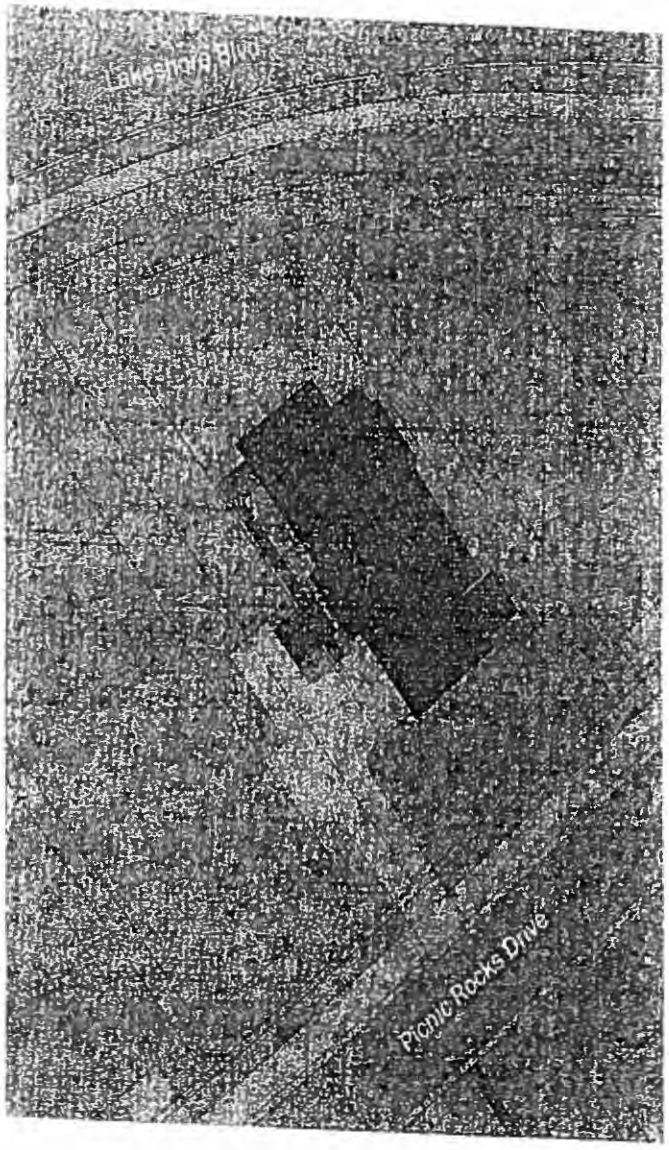
Proposed Façade Materials The Picnic Rocks Pointe concept intends to use materials that resemble those used in the traditional early 20th century Marquette neighborhoods, located just west of the site. Façade materials will include wood composite and/or cement board siding, shingles, columns, posts, and trim. Stone products may be used for accent. The design intent is create a neighborhood of residences with natural material exteriors.

Proposed Color Palette.
The Development Team will consult with prospective owners to choose a congruous color scheme for the residences. The selected palette will present exterior color schemes to create a coordinated, harmonious appearance for Picnic Rocks Pointe.

Proposed Façade Materials .
As set forth in the Condominium Documents, proposed materials to be used in the construction of Picnic Rocks Pointe will be selected from the following

Roof Materials:
- *Fiberglass asphalt shingles*
- *Simulated slate*
- *Finials and other architectural details*
- *No standing seam metal roofs*

Façade cladding or siding
- *Wood, composite and/or cement board siding*
- *Siding styles:*
  - *Cedar shake*
  - *Board and batten*
  - *Tongue and groove*
  - *Dutch lap siding*
  - *Bevel horizontal siding*
  - *Stone or simulated stone*
  - *Split faced concrete masonry units*



Trim

Traditional trim at doors and windows, accent trim as indicated. Trim may be constructed with simulated wood products
Rainwater table boards
Lattice work, tracery, finials, brackets, fnezes, balusters, trim boards, dentils, etc.

Windows

Casement
Awning
Double hung
Fixed window
Transom, stained

Proposed Façade Materials—Landscape Amenities
Columns and Porch Railings:

Wood,
Composite
Fiberglass

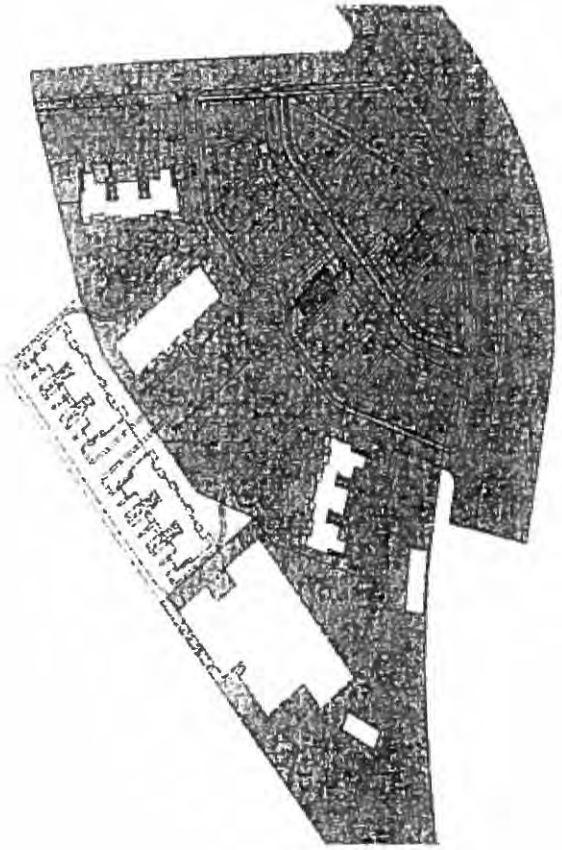
Landscape Amenities

Deciduous shade trees
Cedar trees
Shrubs
Turf paver grid
Brick pavers, stone, stamped concrete

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6 Site Elements

The Picnic Rock Pointe site design establishes a traditional neighborhood vocabulary with defined front, side and back yards, and Lake Superior facing front yard orientation. Each house includes a garage which is accessible from Picnic Rocks Drive. Approved pedestrian scale site lighting by light posts may be installed by the owner of the individual lots, but in design harmony with the established motifs of the east side. Attached building site lighting would be an alternative and supplement to streetscape style lamp posts.



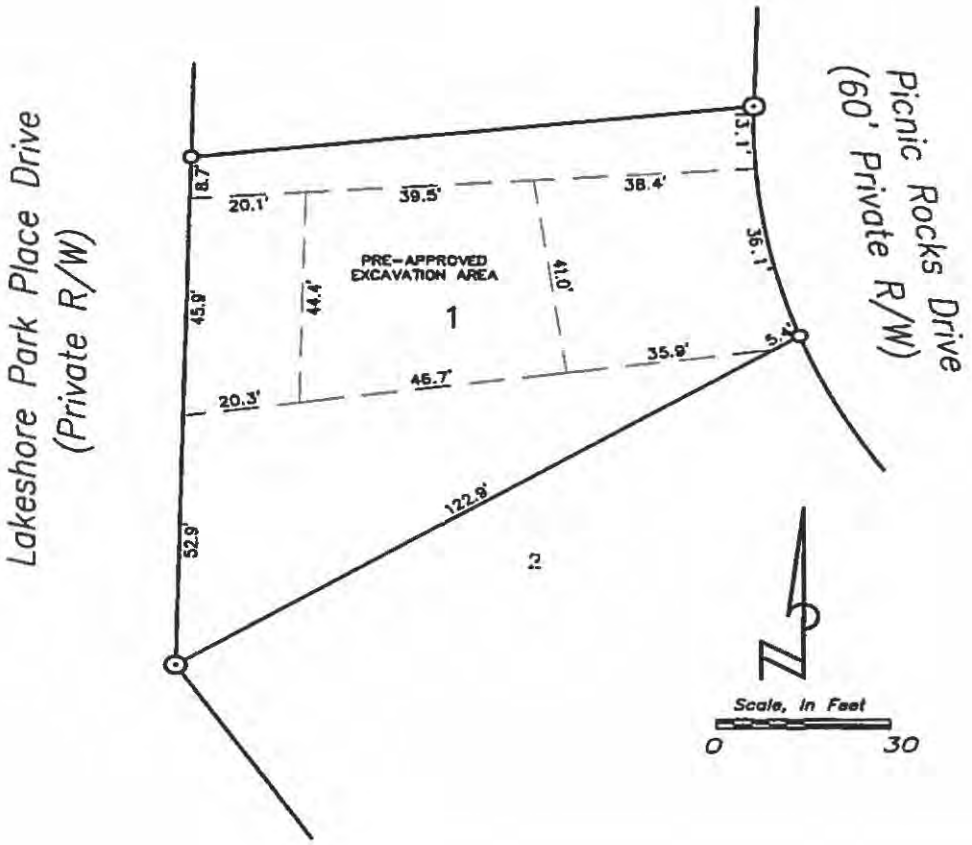
Picnic Rocks Pointe Site Layout



FORM D

PICNIC ROCKS POINTE CONDOMINIUM
PRE-APPROVED EXCAVATION AREA EXHIBIT

UNIT 1

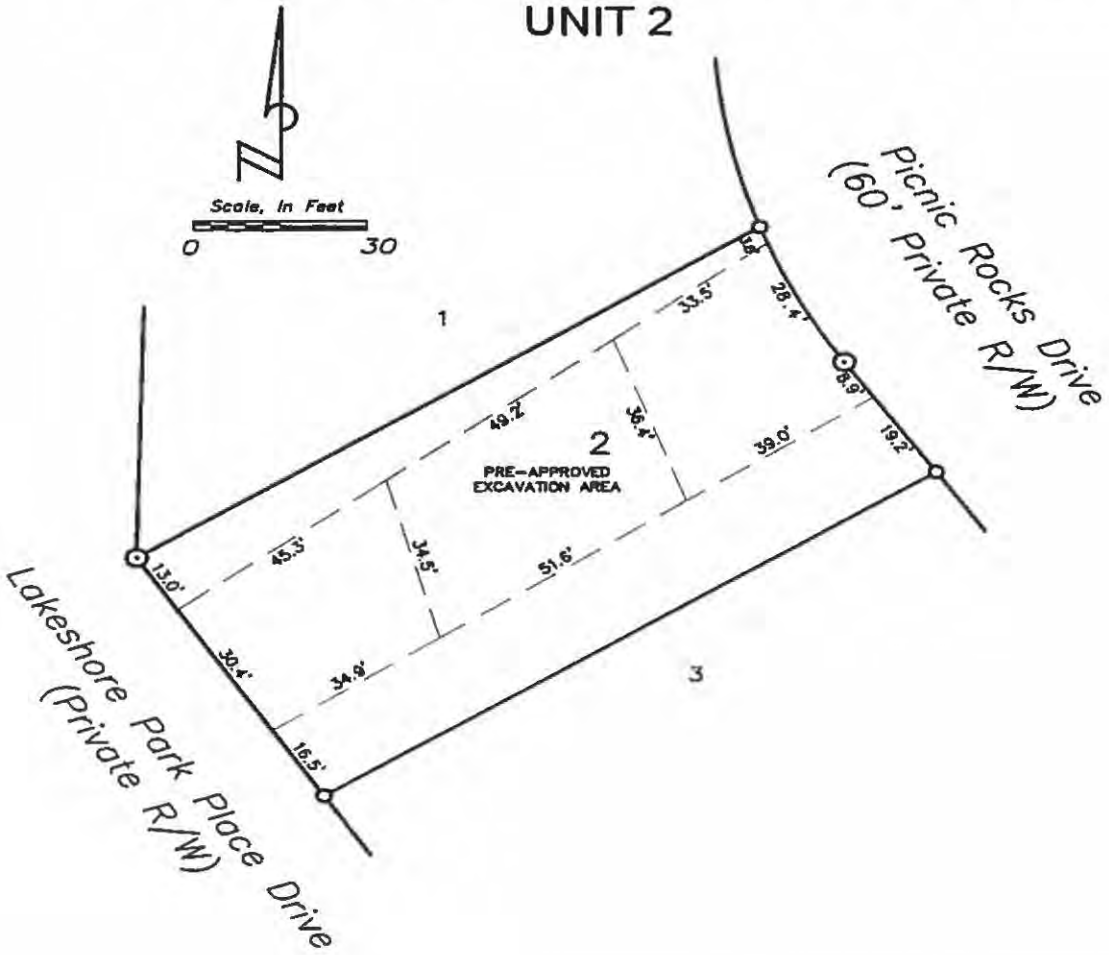


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PHONE (906) 226-6241 FAX 226-6293
www.VanNesteSurveying.com

V N S

PICNIC ROCKS POINTE CONDOMINIUM
PRE-APPROVED EXCAVATION AREA EXHIBIT



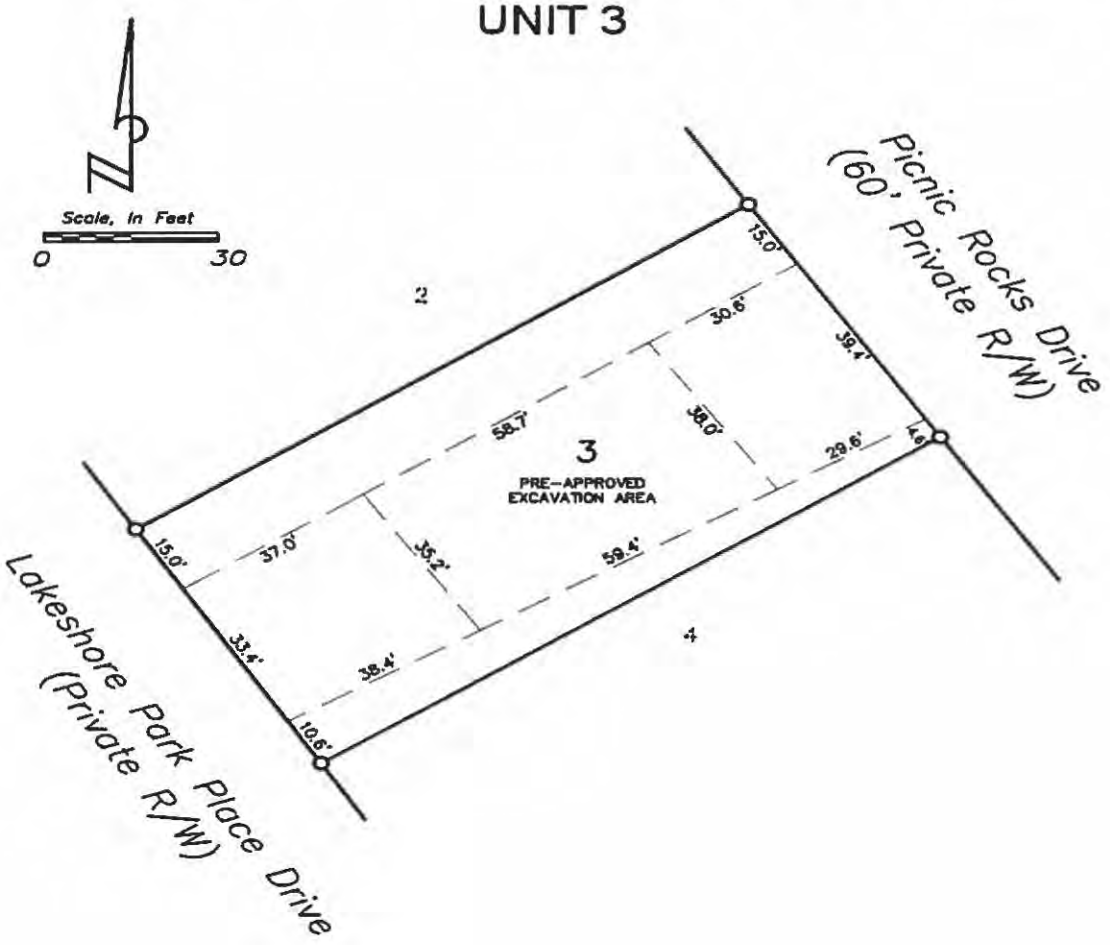
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V N S

PICNIC ROCKS POINTE CONDOMINIUM
PRE-APPROVED EXCAVATION AREA EXHIBIT

UNIT 3

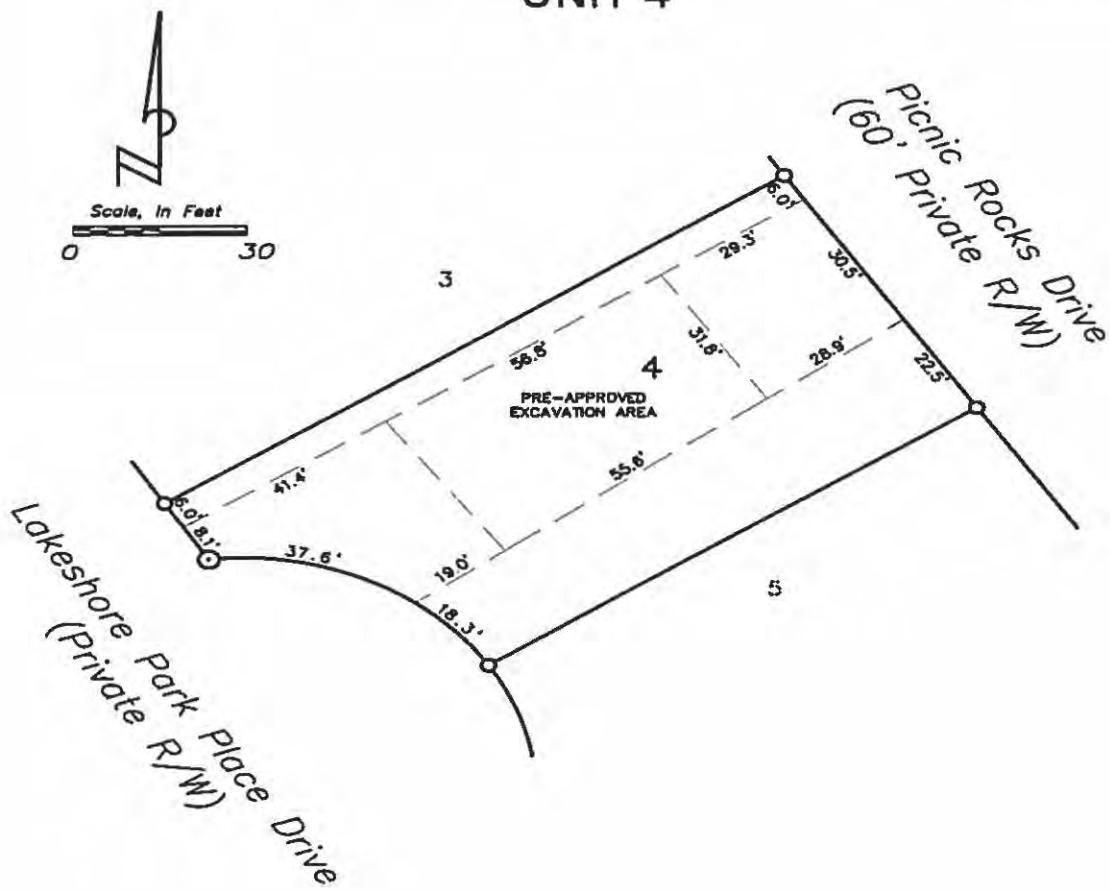


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	LINE NOT DRAWN TO SCALE	

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PICNIC ROCKS POINTE CONDOMINIUM
PRE-APPROVED EXCAVATION AREA EXHIBIT

UNIT 4



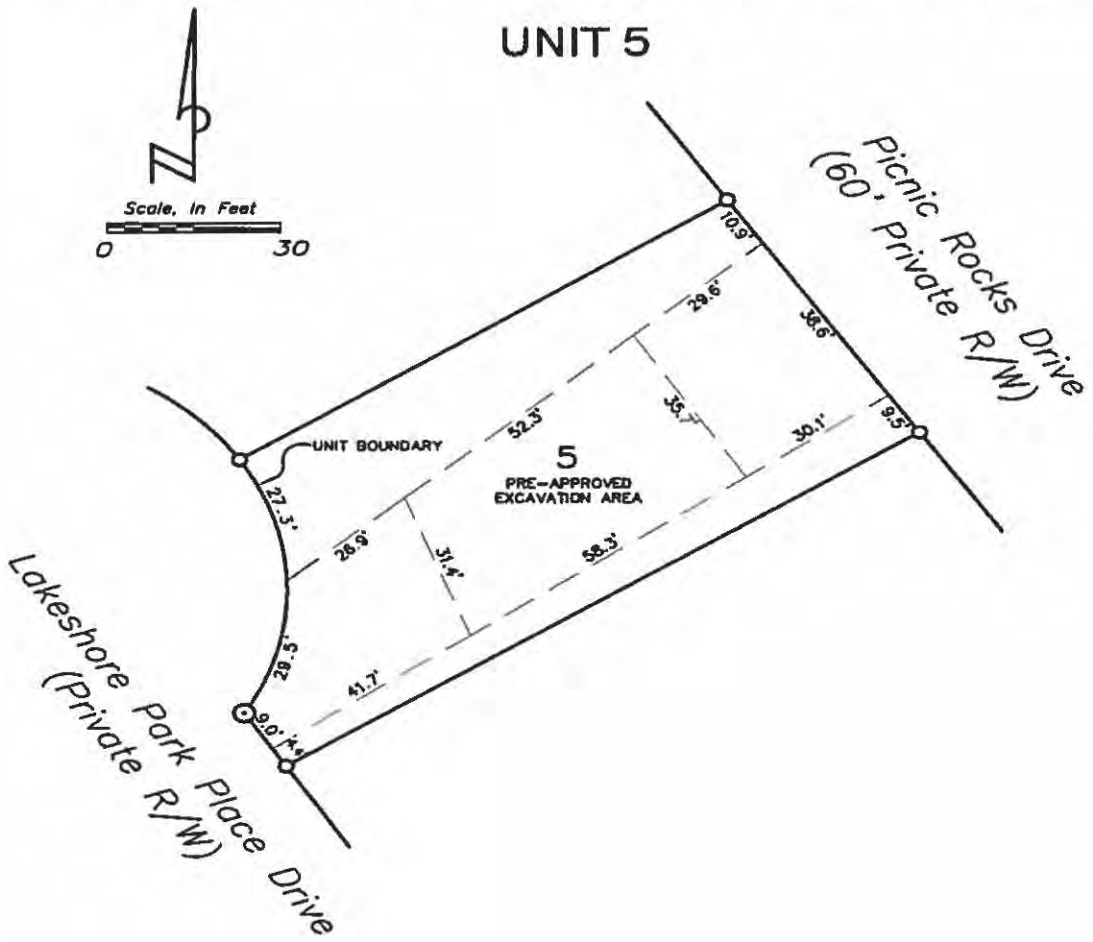
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	LINE NOT DRAWN TO SCALE	

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www.VanNesteSurveying.com

V N S

PICNIC ROCKS POINTE CONDOMINIUM
PRE-APPROVED EXCAVATION AREA EXHIBIT

UNIT 5



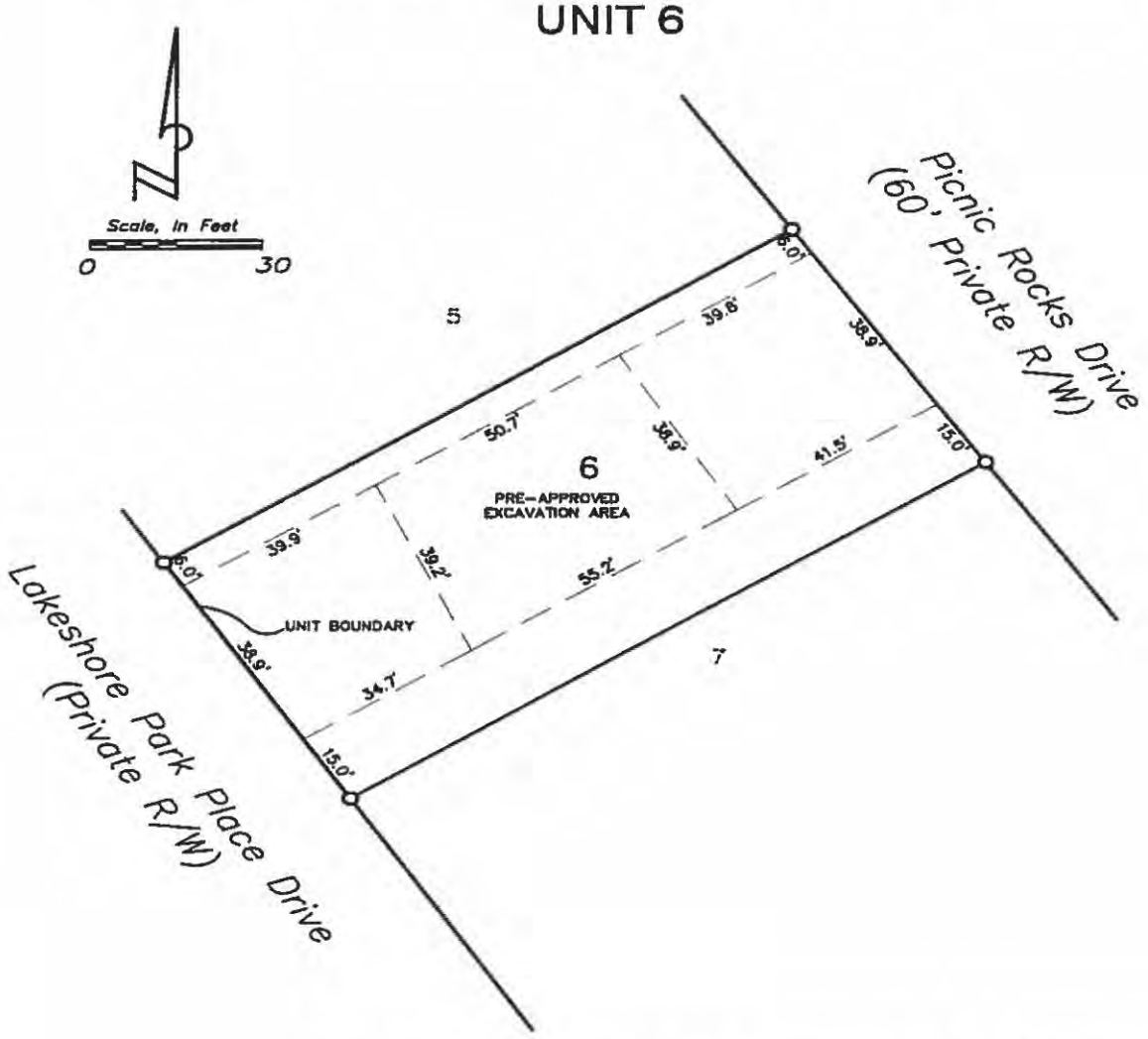
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	LINE NOT DRAWN TO SCALE	

VAN NESTE SURVEYING
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1402 KIMBER AVENUE MARQUETTE, MICHIGAN 49855
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www.VanNesteSurveying.com

V N S

PICNIC ROCKS POINTE CONDOMINIUM
PRE-APPROVED EXCAVATION AREA EXHIBIT

UNIT 6



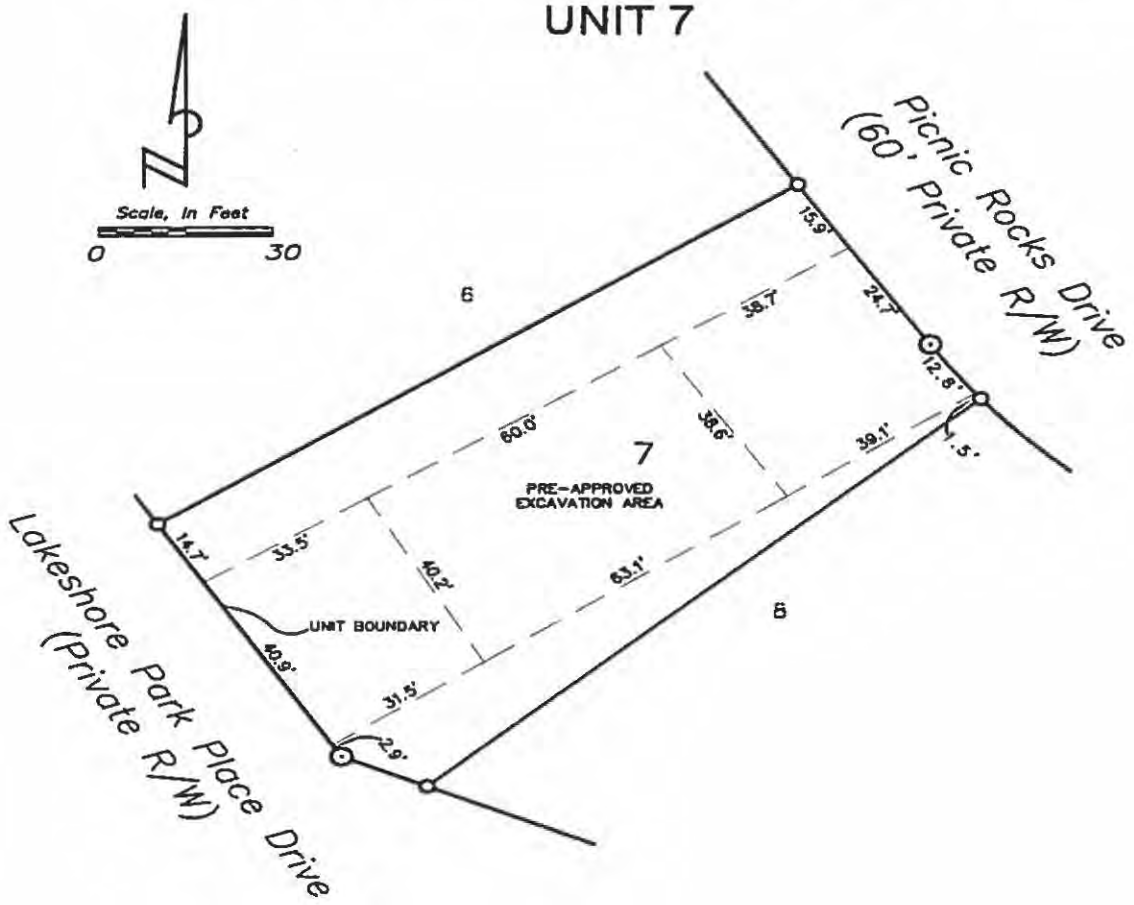
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	LINE NOT DRAWN TO SCALE	

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V N S

PICNIC ROCKS POINTE CONDOMINIUM
PRE-APPROVED EXCAVATION AREA EXHIBIT

UNIT 7

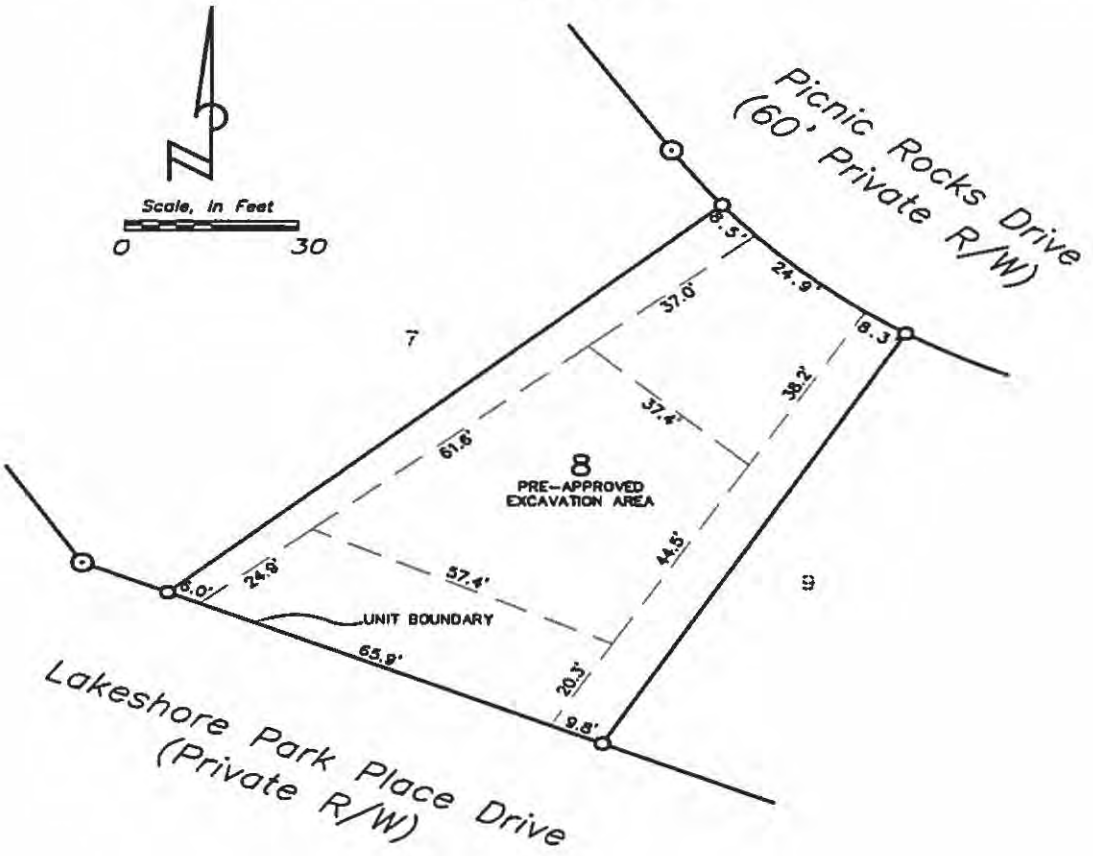


JOB # 209009	SCALE: 1" = 30'	DATE: 24 SEP 2013
(R) RECORDED	(M) MEASURED	DRAWN BY: TWVN
	LINE NOT DRAWN TO SCALE	

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PRE-APPROVED EXCAVATION AREA EXHIBIT

UNIT 8



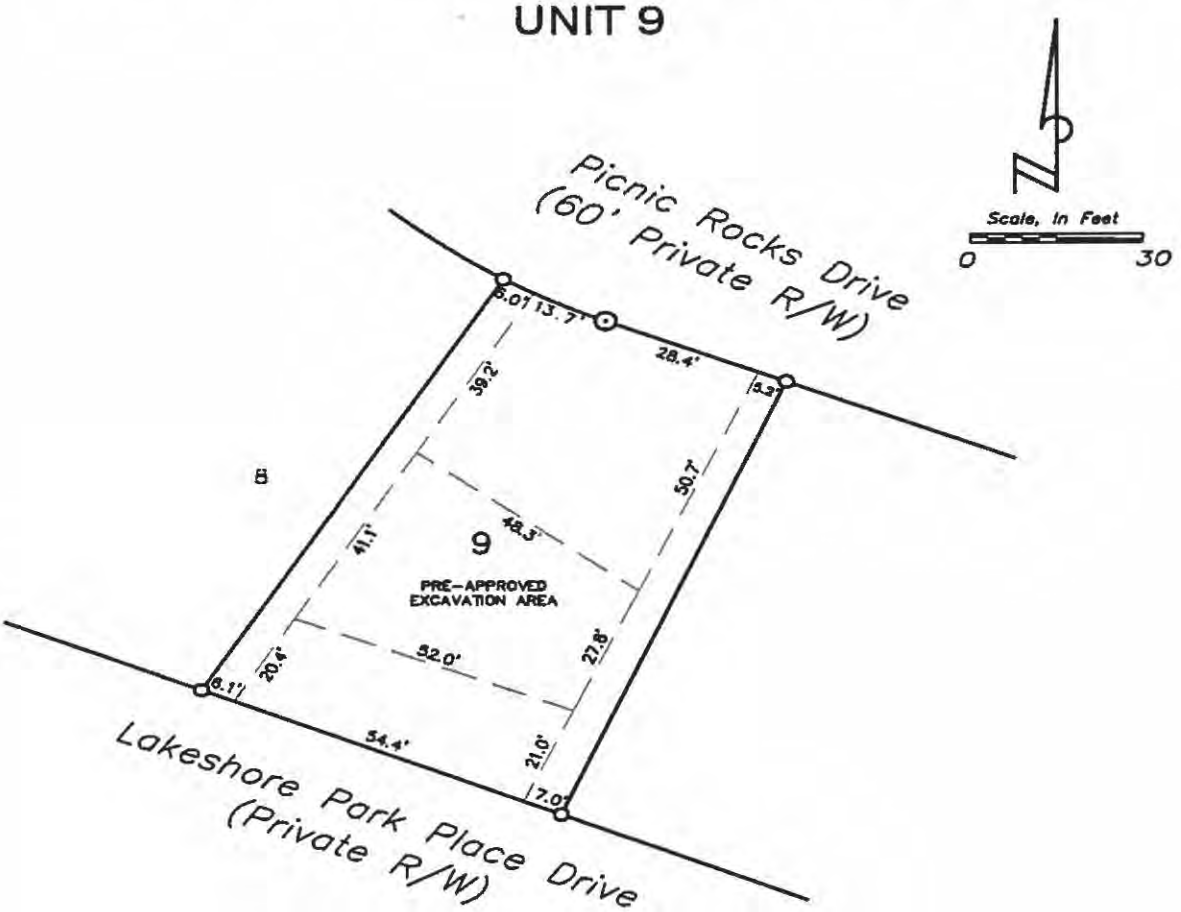
JOB # 209009	SCALE: 1" = 30'	DATE: 24 SEP 2013
(R) RECORDED	(M) MEASURED	DRAWN BY: TWVN
	LINE NOT DRAWN TO SCALE	

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PICNIC ROCKS POINTE CONDOMINIUM
PRE-APPROVED EXCAVATION AREA EXHIBIT

UNIT 9

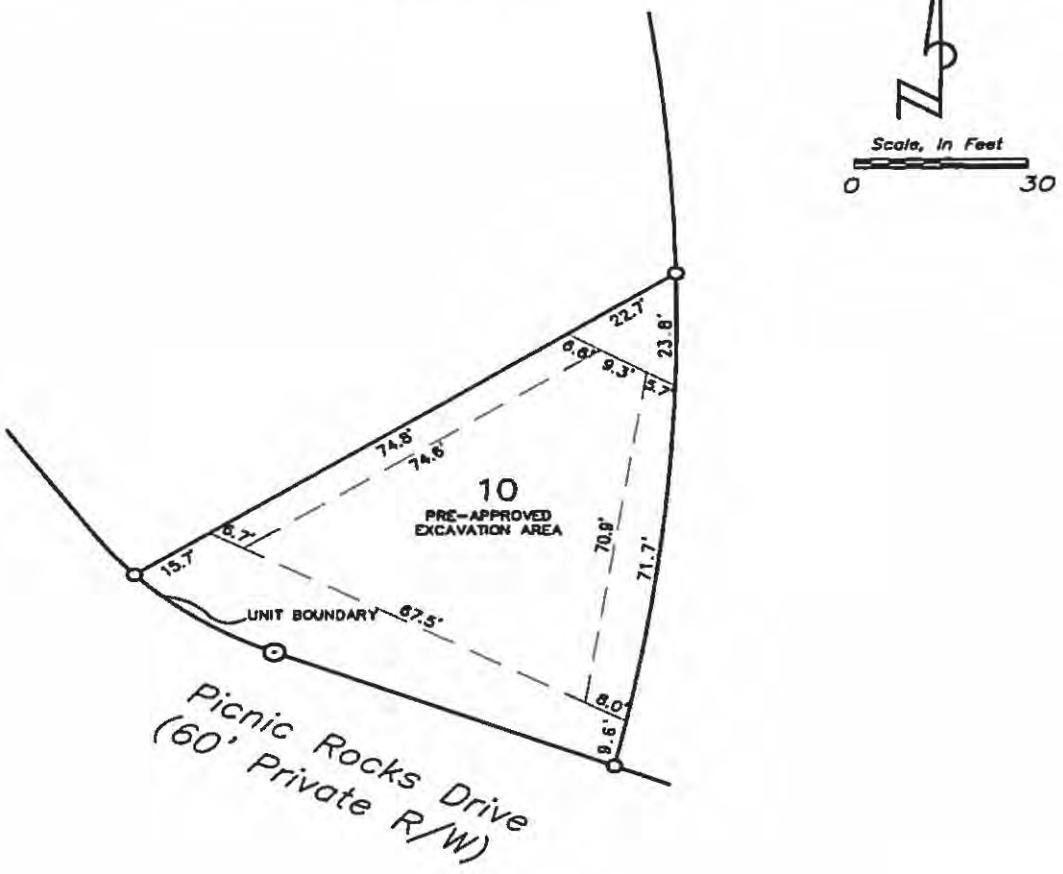


JOB # 209009	SCALE: 1" = 30'	DATE: 24 SEP 2013
(R) RECORDED	(M) MEASURED	DRAWN BY: TWVN
	LINE NOT DRAWN TO SCALE	

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PICNIC ROCKS POINTE CONDOMINIUM
PRE-APPROVED EXCAVATION AREA EXHIBIT

UNIT 10

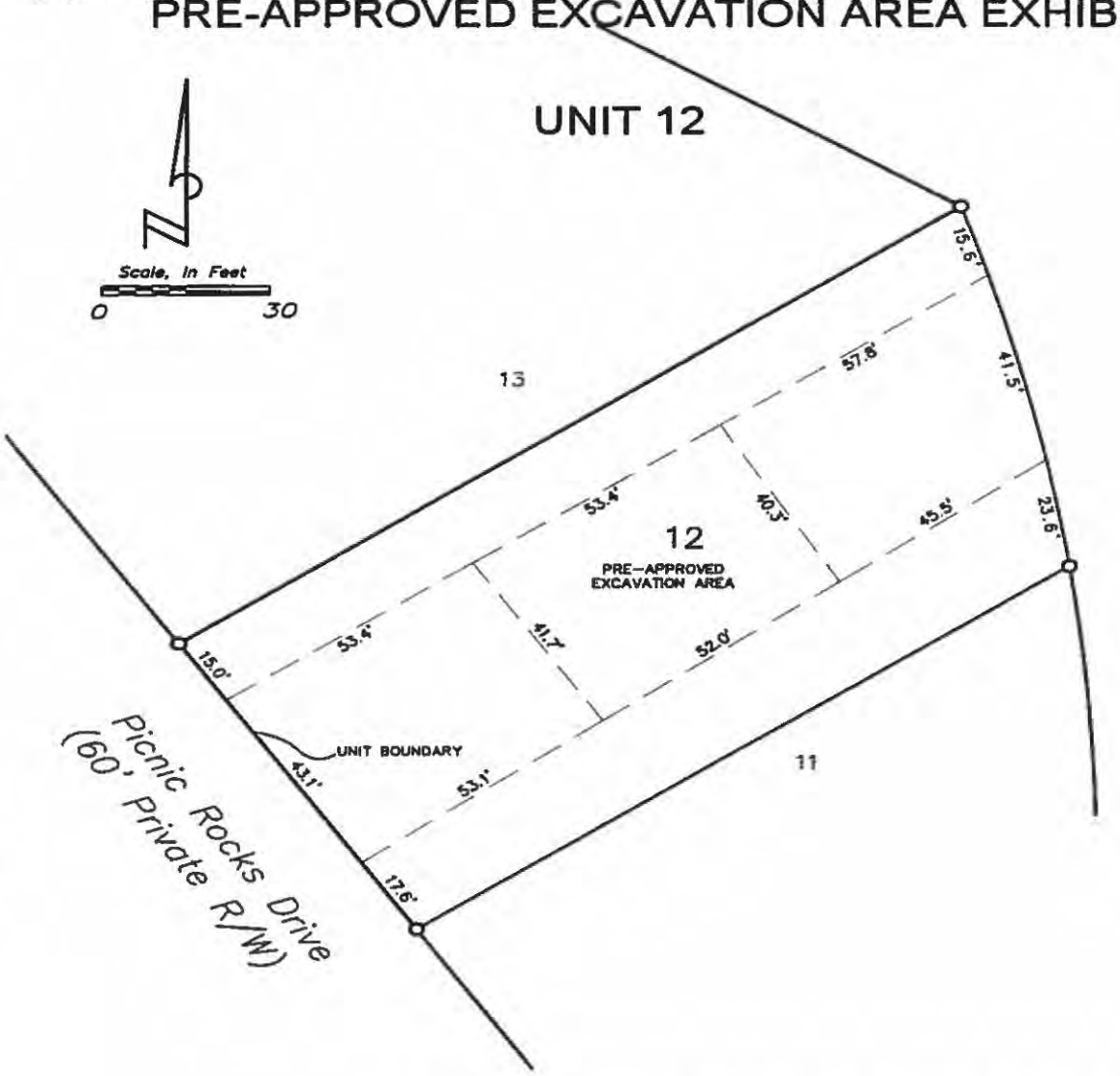


JOB # 209009	SCALE: 1" = 30'	DATE: 24 SEP 2013
(R) RECORDED	(M) MEASURED	DRAWN BY: TWVN
	LINE NOT DRAWN TO SCALE	

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PICNIC ROCKS POINTE CONDOMINIUM
PRE-APPROVED EXCAVATION AREA EXHIBIT



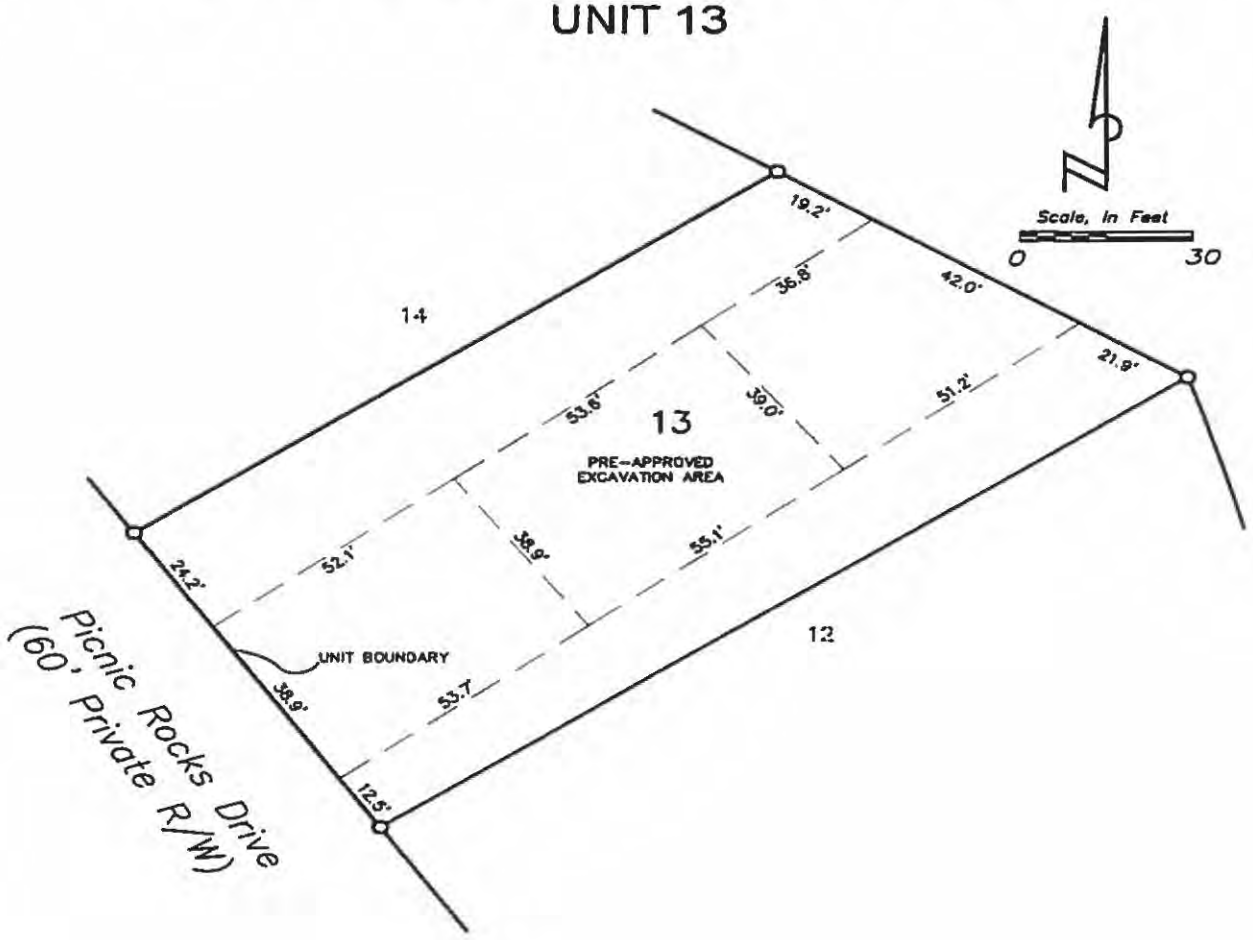
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(R) RECORDED	(M) MEASURED	DRAWN BY: TWVN
	LINE NOT DRAWN TO SCALE	

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PICNIC ROCKS POINTE CONDOMINIUM
PRE-APPROVED EXCAVATION AREA EXHIBIT

UNIT 13



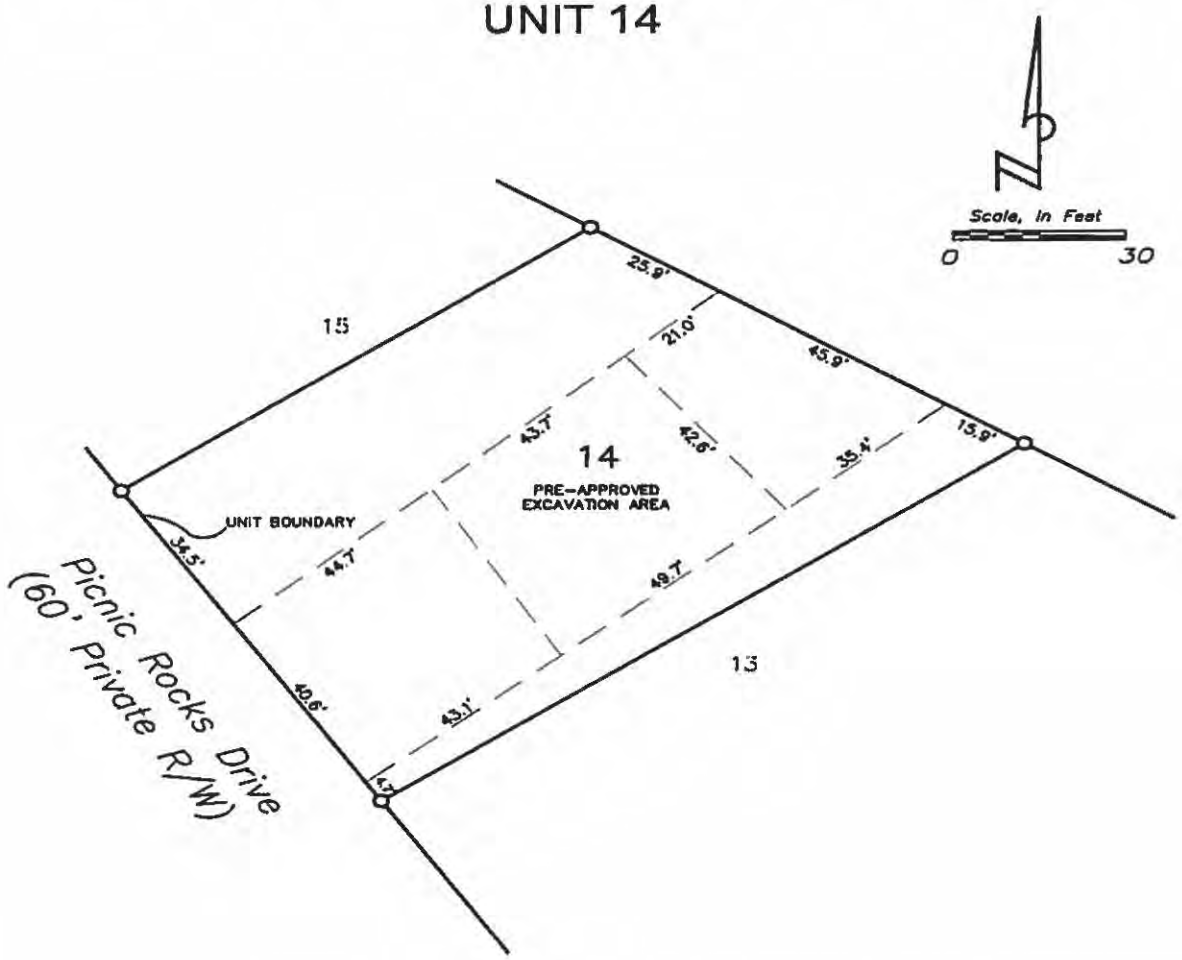
JOB # 209009	SCALE: 1" = 30'	DATE: 24 SEP 2013
(R) RECORDED	(M) MEASURED	DRAWN BY: TWVN
	LINE NOT DRAWN TO SCALE	

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PICNIC ROCKS POINTE CONDOMINIUM
PRE-APPROVED EXCAVATION AREA EXHIBIT

UNIT 14

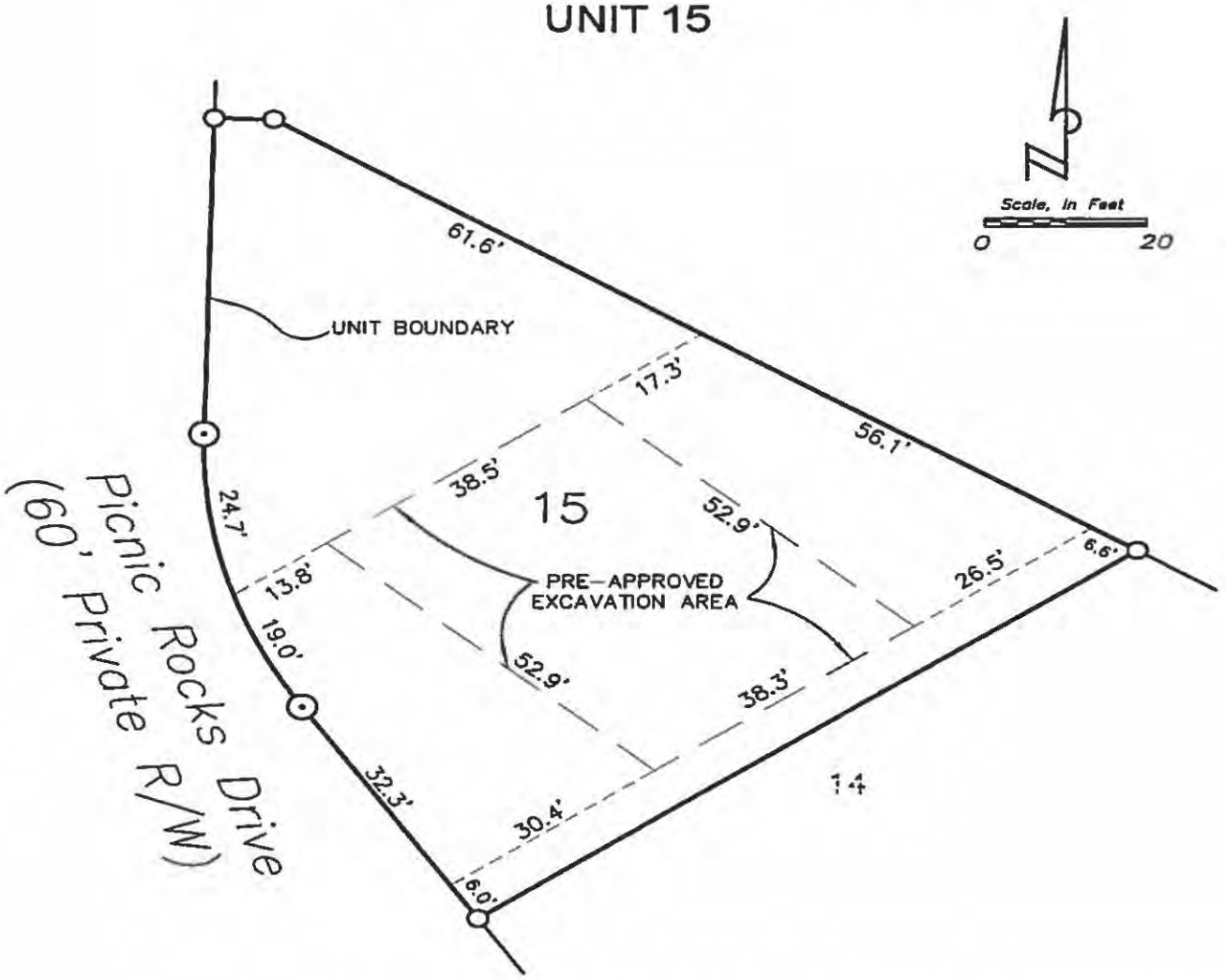


JOB # 209009	SCALE: 1" = 30'	DATE: 24 SEP 2013
(R) RECORDED	(M) MEASURED	DRAWN BY: TWVN
	LINE NOT DRAWN TO SCALE	

VAN NESTE SURVEYING
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PICNIC ROCKS POINTE CONDOMINIUM
PRE-APPROVED EXCAVATION AREA EXHIBIT

UNIT 15



JOB # 209009	SCALE: 1" = 20'	DATE: 19 AUG 2013
(R) RECORDED	(M) MEASURED	DRAWN BY: TWVN
	LINE NOT DRAWN TO SCALE	

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FORM E

MORTGAGEE'S CONSENT TO SUBMISSION TO CONDOMINIUM OWNERSHIP

Lakeshore Residences, LLC a Delaware limited liability company, as Developer, is establishing Picnic Rocks Pointe Condominium (the Condominium) as a condominium project by recordation in the office of the Marquette Register of Deeds of the master deed (the Master Deed) of Picnic Rocks Pointe Condominium, to which this consent is attached, submitting to condominium ownership the real property in the city of Marquette, Marquette county, Michigan, described in the Master Deed as

> Part of the Northeast 1/4 of the Southeast 1/4 of Section 14, and part of the plat of Ely Park subdivision in the Northwest 1/4 of the Southwest 1/4, of Section 13, as recorded in Liber 3 of Plats, Page 21, Marquette County records, all in the City of Marquette, Town 48 North, Range 25 West, Marquette County, Michigan, more particularly described as commencing at the East 1/4 corner of said Section 14; thence S01°22'00"W, 39.93' along the East line of said Section 14 to the POINT OF BEGINNING, a found 5/8" rerod with cap on the Southerly Right-of-Way (R/W) line of Fair Avenue (80' R/W, May 2000); thence N88°34'50"W, 52.51' along said Southerly R/W line; thence S01°22'25"W, 177.55'; thence S32°49'45"E, 132.98'; thence Southeasterly, 112.68' along the arc of a 50.30' radius curve to the right, having a delta angle of 128°21'05", and a chord bearing S32°49'45"E, 90.55'; thence S32°49'45"E, 131.70'; thence S67°01'55"E, 211.31' to the Westerly R/W line of Lakeshore Boulevard (variable R/W, May 2000); thence Northeasterly, 134.78' along the arc of a 1637.02' radius R/W curve to the right, having a delta angle of 04°43'03" and a chord bearing N21°36'58"E, 134.74' along said Westerly R/W line of Lake Shore Boulevard; thence Northwesterly, 277.05' along the arc of a 437.47' radius curve to the left, having a delta angle of 36°17'08" and a chord bearing of N01°40'59"W, 272.44' along said Westerly R/W line of Lake Shore Boulevard to the Southerly R/W line of Agate Street (66' R/W, not constructed, May 2000); thence N58°41'54"W, 301.27' along said Agate Street R/W line to the Southerly R/W line of said Fair Avenue; thence N88°29'12"W, 114.64' along said Southerly Fair Avenue R/W line to the POINT OF BEGINNING. Parcel contains 3.81 acres and is subject to access and utility easements in favor of the City of Marquette.

(the Premises). River Valley Bank, a Michigan banking corporation, holds an interest in the Premises as mortgagee; consents to the submission of the Premises to the Condominium described and set forth in the Master Deed; and consents to the recordation of the Master Deed in the office of the Register of Deeds for Marquette County, Michigan.

MORTGAGEE
River Valley Bank

Dated: 6/24/11

By: /s/
Todd Horton
Its: Vice President, Business Banking Officer

STATE OF MICHIGAN)
)ss
COUNTY OF MARQUETTE)

On this 24th day of June 2011, before me a Notary Public, in and for said County, personally appeared Todd Horton, personally known to me to be the Vice President, Business Banking Officer of River Valley Bank, on behalf of River Valley Bank.

Stacy B Chantelois
, Notary Public
Marquette County
My Commission Expires: April 7 2015
Acting in Marquette County

Drafted by and when recorded return to:
Adrianne N. Wolf
115 S. Lakeshore Blvd., Ste. A
Marquette, MI 49855
TITLE NOT EXAMINED BY SCRIVENER

STACY B. CHANTELOIS
Notary public, Marquette County, Michigan
My commission expires April 7, 2015

FORM F

AFFIDAVIT OF MAILING NOTICE OF INTENT TO ESTABLISH CONDOMINIUM PROJECT

STATE OF MICHIGAN)
)ss.
COUNTY OF MARQUETTE)

Sheryl Nardi, being duly sworn, states that on February 16, 2011, she served copies of a notice of intent with regard to the Picnic Rocks Pointe Condominium Project on the following persons at the addresses listed below by mailing them the notice of intent by U.S. mail, certified mail, return receipt requested, first-class postage fully prepaid:

On-Site Wastewater Unit
Water Bureau
Michigan Department of Environmental Quality
PO Box 30273
Lansing, MI 48909-7773

David Stensaas
City of Marquette
300 West Baraga Avenue
Marquette, MI 49855

Marquette County Drain Commissioner
2133 Montgomery Avenue
Marquette, MI 49855

Michigan Department of Transportation
Bureau of Highway Operations, Design Division
PO Box 30050
Lansing, MI 48909

Marquette County Road Commission
1610 N. Second Street
Ishpeming, MI 49849

Subscribed and sworn before me
February 16, 2011.

Sheryl Nardi

Adrianne N. Wolf, Notary Public
Marquette County, Michigan
My Commission Expires: 08/10/2016
Acting in Marquette County

6 DANO

8044780
Tx:4026669
7/3/2019 3:12:00 PM

2019R-05891
CARLA A L'HUILLIER
REGISTER OF DEEDS
MARQUETTE COUNTY, MI
RECORDED ON
07/03/2019 03:21 PM
PAGES: 6

SECOND AMENDMENT TO THE MASTER DEED
PICNIC ROCKS POINTE CONDOMINIUM

This Second Amendment to the Master Deed has been executed on the 19 day of ~~April~~ June, DK 2019, by and on behalf of, Lakeshore Residences, LLC (the "Developer"), a Delaware limited liability company, of 5257 S. Cicero, Chicago, IL 60632; Lily Properties, LLC, a Michigan limited liability company, of P.O. Box 148, Channing, MI 49815; and Picnic Rocks Pointe Homeowners' Association, Inc. ("Association"), a Michigan nonprofit corporation, of 955 N. Lakeshore Blvd., ✓ Marquette, MI 49855, on the terms and conditions set forth below.
Marquette Condominium Subdivision Plan No..38

RECITALS

A. The original Master Deed for the Picnic Rocks Pointe Condominium (the "Project"), was dated June 27, 2011, and recorded at the Marquette County Register of Deeds as Document No. 2011R-06829 on June 30, 2011.

B. The First Amended Master Deed for the Project was dated March 27, 2014, and recorded at the Marquette County Register of Deeds as Document No. 2014R-03603 on April 11, 2014, which replaced the original Master Deed in its entirety.

C. Lily Properties, LLC is the current owner of Units 12 and 13 in the Project.

D. Lily Properties, LLC desires to merge Units 12 and 13, as shown on the Subdivision Plan, into one Unit to be designated as Unit 12 with the voting rights, Percentage of Value, and responsibility for assessments equal to one Unit. The Developer and Association consent to the same.

By executing and recording this Second Amendment to the Master Deed, pursuant to paragraphs 4.6 and 5.3 of the First Amended Master Deed, the parties hereby amend the First Amended Master Deed as follows:

A. The first sentence of Paragraph 5.1 of the First Amended Master Deed shall be deleted in its entirety and replaced with the following:

A complete depiction of each Unit in the Project, with elevations referenced to an official benchmark of the U.S. Geological Survey sufficient to accurately relocate the space enclosed by the depiction without reference to any structure, is contained in the Subdivision Plan as surveyed by the Project's consulting engineers and surveyors, except that Units 12 and 13 identified on the Subdivision Plan are merged into one Unit to be designated Unit 12.

B. Paragraph 9.6 of the First Amended Master Deed shall be deleted in its entirety and replaced with the following:

No structure within the Project that requires any movement of soil may be constructed outside the buildable area for such Unit as shown in the Pre-Approved Excavation Area Exhibit, attached hereto as form D, without the written consent of Developer if during the Development and Sales Period or the Association thereafter, except that this sentence does not apply to Unit 11; further, the Developer agrees to provide such written consent to the Owner of Unit 12 (as amended in this Second Amended Master Deed) on reasonable terms, including indemnification of Developer for any movement of soil outside of the Pre-Approved Excavation Area. In no event may any structure exceed 30 feet in height. All structures on Units 1-9 shall be limited to 2-stories, and structures on Units 10-15 shall be limited to 1 ½-stories.

C. In paragraph 1.1 of the Condominium Bylaws, attached as form A to the First Amended Master Deed, the phrase "15 building sites" shall be replaced with the phrase "14 building sites."

D. Except as specifically and expressly amended by this Second Amendment to the Master Deed, all of the terms, conditions, covenants and exhibits set forth in the First Amended Master Deed remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has executed this Second Amendment to the Master Deed as of the date and year first written.

DEVELOPER
LAKESHORE RESIDENCES, LLC

By: Dan Keller, Agent

STATE OF MICHIGAN)
)ss
COUNTY OF MARQUETTE)

On this 12th day of ~~April~~ June, 2019, before me a Notary Public, in and for said County, personally appeared Dan Keller, to me known to be the same person described herein and who executed the foregoing instrument as agent of Lakeshore Residences, LLC, and who acknowledged the same to be the free act and deed of Lakeshore Residences, LLC.

William I. McDonald

Sheryl A. Nardi, Notary Public
Marquette County
My Commission Expires: ~~07/07/21~~ 1/23/2024
Acting in Marquette County

William I. McDonald
NOTARY PUBLIC - STATE OF MICHIGAN
County of Marquette
My Commission Expires 1/23/2024
Acting in the County of Marquette

ASSOCIATION
PICNIC ROCKS POINTE HOMEOWNERS' ASSOCIATION, INC.

By: Phyllis Ann Aurich
Its: President

STATE OF MICHIGAN)
)ss
COUNTY OF MARQUETTE)

On this 25 day of ~~April~~ June 2019, before me a Notary Public, in and for said County, personally appeared Phyllis Aurich, to me known to be the same person described herein and who executed the foregoing instrument as President of Picnic Rocks Pointe Homeowners' Association, Inc., and who acknowledged the same to be the free act and deed of Picnic Rocks Pointe Homeowners' Association, Inc.

Michelle L Sellers
Michelle L. Sellers, Notary Public
Marquette County, MI
My Commission Expires: 10/30/24
Acting in Marquette County

This Second Amendment to the Master Deed is exempt from taxation pursuant to MCL 207.505(a) and MCL 207.526(a).

Drafted by and when recorded return to:
Adrianne N. Wolf
McDonald & Wolf, PLLC
115 S. Lakeshore Blvd., Suite A
Marquette, MI 49855
(906) 226-6537

OWNER
LILY PROPERTIES, LLC

By: David J. Brule
Its: Member

STATE OF MICHIGAN)
)ss
COUNTY OF MARQUETTE)

On this 19 day of ~~April~~ June, 2019, before me a Notary Public, in and for said County, personally appeared David J. Brule, to me known to be the same person described herein and who executed the foregoing instrument as a member of Lily Properties, LLC, and who acknowledged the same to be the free act and deed of Lily Properties, LLC.

Nikki Bowers
Nikki Bowers, Notary Public
Dickinson ~~Marquette~~ County
My Commission Expires: 5-12-26
Acting in ~~Marquette~~ County
Dickinson

RECEIVED APR 11 2014 pm
3:15 p.m.

2014R-03603 77
2014R-03603
PATRICIA A. MANLEY
REGISTER OF DEEDS
MARQUETTE COUNTY, MI

RECORDED ON
04/11/2014 05:19PM pm
PAGES: 77

FIRST AMENDED MASTER DEED OF PICNIC ROCKS POINTE
Pursuant to the Condominium Act, MCL 559.101 et seq.

Marquette Condominium Subdivision Plan No. 38 containing

1. First Amended Master Deed establishing Picnic Rocks Pointe Condominium;
2. form A to Master Deed: Condominium Bylaws;
3. form B to Master Deed: Condominium Subdivision Plan;
4. form C to Master Deed: Pattern Book;
5. form D to Master Deed: Pre-Approved Excavation Area Exhibit;
6. form E to Master Deed: Mortgagee's Consent to Submission to Condominium Ownership; and
7. form F to Master Deed: Affidavit of Mailing for Notices required by MCL 559.171.

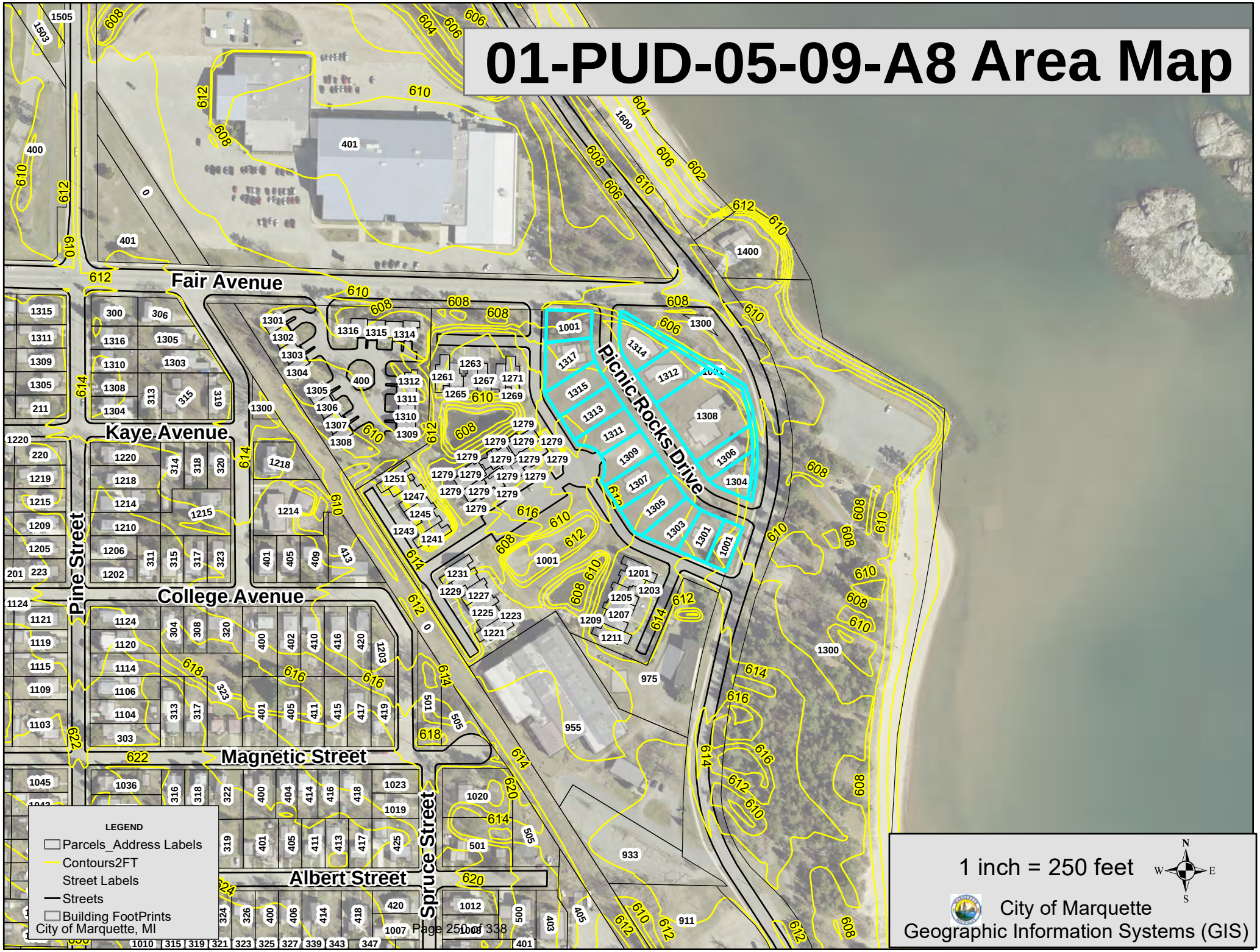
This document is exempt from transfer tax under MCL 207.505(a) and MCL 207.526(t).

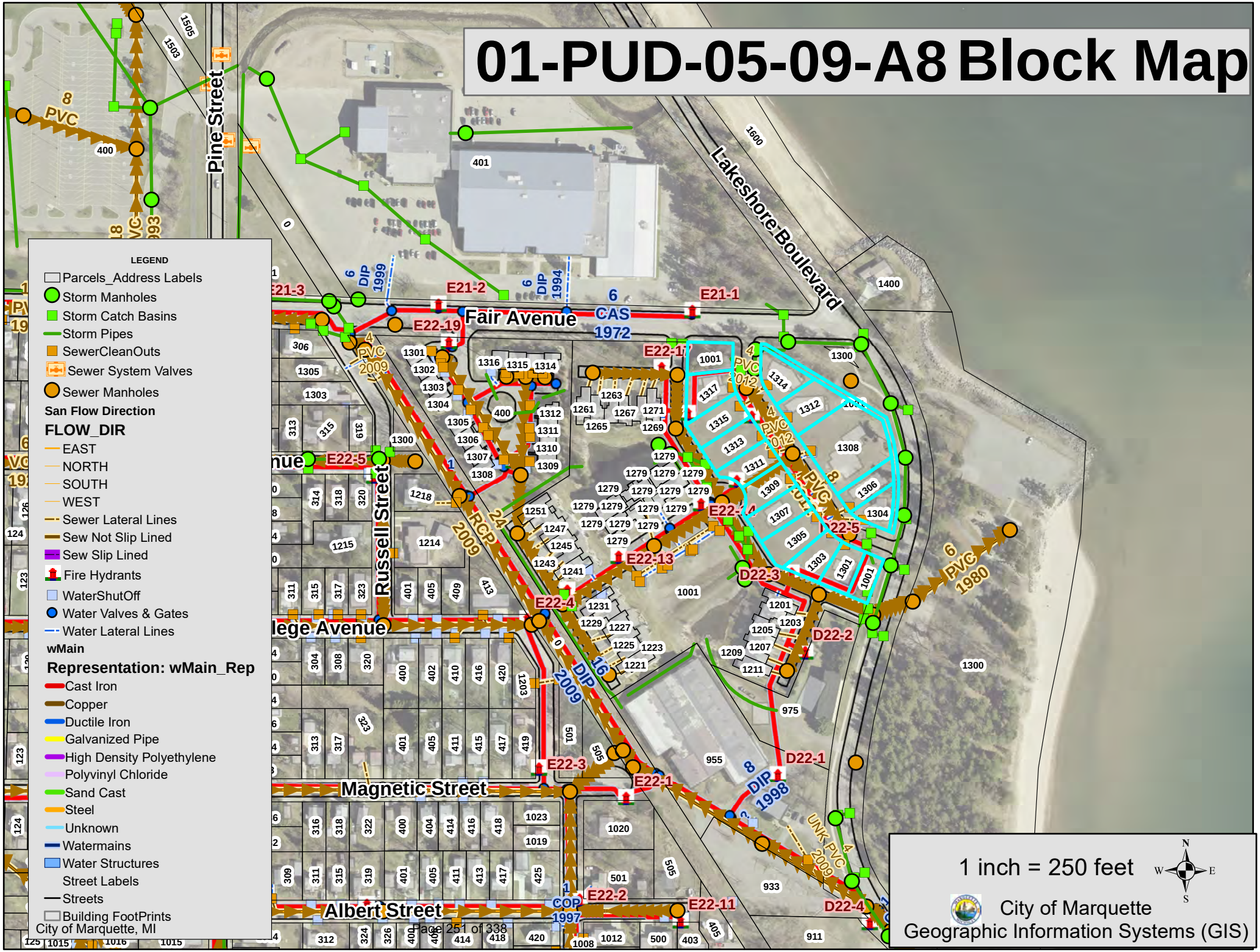
This document drafted by and after recording return to:

Adrianne N. Wolf
McDonald & Wolf, PLLC
115 S. Lakeshore Blvd., Ste. A
Marquette, MI 49855

This Master Deed is signed and delivered on March 27, 2014, by Lakeshore Residences, LLC, a Delaware limited liability company, of 5257 S. Cicero, Chicago, IL 60632 ("Developer"), on the terms and conditions set forth below.

This Master Deed replaces, in its entirety, the original Master Deed, dated June 27, 2011, and recorded at the Marquette County Register of Deeds as Document No. 2011R-06829 on June 30, 2011.


01-PUD-05-09-A8 Area Map
Fair Avenue
Kaye Avenue
College Avenue
Magnetic Street
Albert Street
Pine Street
Spruce Street
Picnic Rocks Drive
LEGEND
Parcels_Address Labels
Contours2FT
Street Labels
Streets
Building FootPrints
City of Marquette, MI
1 inch = 250 feet
N
W
E
S
City of Marquette
Geographic Information Systems (GIS)


01-PUD-05-09-A8 Block Map
LEGEND
Parcels_Address Labels
Storm Manholes
Storm Catch Basins
Storm Pipes
SewerCleanOuts
Sewer System Valves
Sewer Manholes
San Flow Direction
FLOW_DIR
EAST
NORTH
SOUTH
WEST
Sewer Lateral Lines
Sew Not Slip Lined
Sew Slip Lined
Fire Hydrants
WaterShutOff
Water Valves & Gates
Water Lateral Lines
wMain
Representation: wMain_Rep
Cast Iron
Copper
Ductile Iron
Galvanized Pipe
High Density Polyethylene
Polyvinyl Chloride
Sand Cast
Steel
Unknown
Watermains
Water Structures
Street Labels
Streets
Building FootPrints
City of Marquette, MI
Pine Street
Lakeshore Boulevard
Fair Avenue
Russell Street
Magnetic Street
Albert Street
E21-1
E21-2
E21-3
E22-1
E22-2
E22-3
E22-4
E22-5
E22-11
E22-13
E22-19
D22-1
D22-2
D22-3
D22-4
1 inch = 250 feet
N
W
E
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City of Marquette
Geographic Information Systems (GIS)


05/04/2021 07:31


05/04/2021 07:33


05/04/2021 07:36


05/04/2021 07:31


05/04/2021 07:33


05/04/2021 07:33


05/04/2021 07:36

Nancy E. Seminoff
1314 Picnic Rocks Drive
Marquette, MI 49855

May 24, 2021

To Marquette City Planning Commission Members:

I am writing as a member of the Picnic Rocks Pointe Homeowners Association (PRP HOA) to express *my strong opposition to allowing the existing fence on Lot #9 to remain in place.*

1-The fence does not comply with the City of Marquette ordinance with its height and closed construction which can be explained by any Marquette Zoning Official.

2-The existing fence does not comply with the PRP HOA Bylaws expectation that a resident must obtain a City of Marquette permit and, consequently, meet all city ordinances. Further the Bowerman fence does not comply with the HOA Bylaws in materials used.

3-Not all Homeowners Association members support the existing fence as you may have been led to believe. At an August 24, 2020 HOA Board of Directors meeting three members (Keller-Developer's Representative, Aurich-President, Seminoff-Vice President) voted unanimously **not to seek an amendment** to the PUD despite Bowerman's request to do so. At a follow-up meeting, two Board members (Brule-who used Keller's two votes given to him until December 31, 2020 because Keller was incapacitated), and Rulesh-Secretary) voted in the affirmative but Aurich and Seminoff voted no (resulting in a vote of 3-2) on the motion to support Bowerman in seeking a change to the PUD for Lot #9 if she paid for the city fee to do so.

NOTE: The second Board vote was presented to City of Marquette officials as seemingly representing a vote of all homeowners which was never legally taken. Residents were told that Bowerman threatened to sue the Board, because the Board had given permission to her to build an illegal fence when her plans were reviewed. Her plans were not approved with an illegal fence.

4-Importantly, to allow the existing fence to remain will set an untenable precedent for future fence construction,

5-If the existing fence is allowed to remain, the clear message is that seeking permission after the fact is permissible and there are no consequences. This issue was first addressed in the fall of 2019 and the City of Marquette has not levied any fines yet.

6-The reduced visibility for Lakeshore Park Place residents and the incompatibility of a large swath of white vinyl fencing with other fencing in this neighborhood should be and is of considerable concern for residents in this highly visible condominium complex.

I respectfully request you recommend to the City Commission that the existing 6' vinyl fence NOT remain in place.

Nancy E. Seminoff

Phyllis A. Aurich

1317 Picnic Rocks Dr.

Marquette, MI 49855

To: Ms. Andrea M. Landers, Zoning Official

Marquette County Planning Commission May, 22, 2021

Re: Picnic Rocks Pointe, Lot #9, Julie Bowerman's issue with her fence

Dear Ms. Landers,

I am writing as a homeowner in Picnic Rocks Pointe Homeowners Association.

The plans for the house to be built on Lot #9 for Ms. Julie Bowerman were submitted and signed by 3 HOA board members (Keller-Developer, Aurich-Pres. and Seminoff -Vice Pres.) There was no indication on the plans showing a fence.

Under our By Laws Section 7. CONSTRUCTION REQUIREMENTS,

7.3 Association Review…

"no residences, buildings, fences…shall be commenced, erected, "…" until plans or specifications and approximate cost of the structure are acceptable to the Association' s Board of Directors, showing the nature, kind, shape, and height, material, color scheme, and location, and showing the plans or specifications acceptable to the Association's Board of Directors. The Board of Directors shall have the right to refuse to approve any plans or specifications, including the grading and landscaping plans that are not suitable or desirable In its opinion for aesthetic or other reasons."

NO PLANS for this fence, color scheme, height or grading, were ever presented to the Board of Directors. The fence seemed to have appeared "overnight. "

Not all of the HOA Board members supported the fence as it stood. Three Board members, (Keller-developer, Aurich-Pres. and Seminoff -Vice Pres.) voted unanimously not to seek an amendment to the PUD. Following this meeting three (3) Board members, Brule with 2 votes (1 as homeowner, 1 as Developer's rep, and Rulesh, Secretary voted in the affirmative, however, Aurich-President and Seminoff-Vice President voted no, the result was a vote of 3-2 to support Bowerman to seek a change to the PUD for Lot #9 if she paid the city fee to make this change.

The 2nd Board vote was presented to the City of Marquette officials and noted this was a vote of all homeowners. This vote was never legally taken. All residents were told that Bowerman threatened to sue the Board because the Board had given permission for Bowerman to build an illegal fence when her plans were reviewed. Bowerman's plans were NOT approved with an illegal fence.

If the existing fence is allowed, the message is that seeking permission is no longer required. This issue was 1st addressed in the Fall of 2019.

Sincerely,

Phyllis A. Aurich

Fence on Lot 9 of Picnic Rocks Planned Unit Development at 1001 Lakeshore Boulevard and 1301-1317 Picnic Rocks Drive.

Cary Bjork <c[redacted]

Sun 5/23/2021 7:52 PM

To: Andrea Landers <alanders@marquettemi.gov>

Dear Ms. Andrea M. Landers, Zoning Official,

I am opposed to allowing the six foot high vinyl fence on lot 9 to remain in place. This fence was apparently constructed without a permit from the city. The fence interferes with nearby residents' views of Lake Superior and is detrimental to the aesthetics of the neighborhoods in close proximity to lot 9.

The city needs a healthy tax base which includes new housing units. However, the property value of existing units needs to be protected as well. This fence obstructs views of The Lake which could decrease the value of existing housing near the lot in question.

I urge you to encourage compliance with PUD Master Deeds and not to grant the requested revision.

Thank you for requesting comments on this matter.

Cary Bjork
1279 Lakeshore Park Place
Unit PD
Marquette, MI 49855
Cary M. Bjork MD, FACP, CTropMed®

Notice of Public Hearing (Picnic Rocks Assn. Fence)

Nancy Fierstine [redacted] >

Mon 5/24/2021 9:21 AM

To: Andrea Landers <alanders@marquettemi.gov>

Dear Commision:

As affected property owners we feel the existing fence on Lot #9 of the Picnic Rocks Planned Unit Development is not acceptable and should not remain in place.

1. The fence does not meet Marquette City fence permit requirements and we believe it would not have been approved prior to construction.

2. The fence was constructed without an approved fence permit from the City of Marquette. The permitting process should followed for fencing, as is done for building, mechanical, electrical, and plumbing construction or installation.

3. The factors of the height and because it is closed, gleaming white vinyl fencing gives us other concerns: negative impact on neighborhood aesthetics, visibility of
pedestrian and vehicle traffic along Lakeshore Blvd and on a personal note, the view from our ground-level patio and interior living area.

4. Codes and ordinances are in place to service the community as a whole and any amendments to fit the needs of individuals may set a precedence to allow additional non-compliant fencing or other non-compliant structures.
We would discourage “act first, ask later”

Please consider our comments and deny the six-foot high, closed construction vinyl fence from remaining in place.

Thank you
Nancy and Greg Fierstine
1279 Lakeshore Park Place #1G
Marquette

Amendment to the Picnic Rocks Planned Unit Development, 1001 Lakeshore Blvd.

Dave Blair <[redacted]>

Mon 5/24/2021 11:15 AM

To: Andrea Landers <alanders@marquettemi.gov>

As an affected property owner residing at 1279 Lakeshore Park Place, Suite PE, I believe the existing fence on lot 9 of the Picnic Rocks Planned Unit Development is not acceptable and should not remain in place.

1. The fence does not meet Marquette City fence permit requirements.

2. The fence was constructed without an approved fence permit from the City of Marquette. The permitting process should be followed for fencing, just as is done for building, electrical, mechanical and plumbing construction or installation. Because there was not an approved fence permit the fence must be removed, rather than changing the PUD. I would also like to note that Picnic Rocks previously sought approval of an amendment that was based on individual, self-serving reasons that did not respect the interests of the neighborhood. As in the past case, this amendment should also be denied.

3. The fence has a negative impact on neighborhood aesthetics and hinders the visibility of pedestrian and vehicle traffic along Lakeshore Park Place Drive. These factors would have resulted in denial of a permit for the fence, had the owners followed proper procedures. Approval of the fence after the fact would set an unacceptable precedent and must not be allowed to occur.

Please consider my comments and deny approval of the requested amendment.

Leon D. Blair
1279 Lakeshore Park Place, Suite PE
[redacted]

FW: RE: FW: Notice of Public Hearing (Picnic Rocks Assn. fence)

[redacted] >

Mon 5/24/2021 2:45 PM

To: Andrea Landers <alanders@marquettemi.gov>
Cc: [redacted] >

As affected property owners we feel the existing fence on lot 9 of the Picnic Rocks Planned Unit Development is not acceptable and should not remain in place.

1. The fence does not meet Marquette City fence permit requirements.

2. The fence was constructed without an approved fence permit from the City of Marquette. The permitting process should be followed for fencing, as is done for building, electrical, mechanical and plumbing construction or installation. Because there was not an approved fence permit we now must go through this lengthy process. This has been a waste of time, energy and resources.

3. The factors of the height and because it is closed construction fencing give us other concerns; negative impacts on neighborhood aesthetics, visibility of pedestrian and vehicle traffic along Lake Shore Blvd., and the potential precedence to allow additional non-compliant fencing or other non-compliant structures.

Please consider our comments and deny the fence as constructed .

Thank you
Karen and Frank Nettell
1279 Lake Shore Park Place #3B
Marquette, Mich 49855

Kevin and Judy Moyle
1304 Picnic Rocks Dr
Marquette MI 49855
kevinamoyle@gmail.com / 906-281-0211
moylejudy@gmail.com / 906-281-0106

RECEIVED
MAY 25 2021
Marquette City
Community Development Office

5/21/2021

TO: Community Development Department
City of Marquette

FR: Kevin and Judy Moyle

RE: Public Hearing
01-PUD-05-09-A8
Amendment to the Picnic Rocks Planned Unit Development
1001 Lakeshore Blvd and 1301-1317 Picnic Rocks Drive

We are unable to participate in the public hearing on June 1, 2021, therefore, we are submitting our written comments.

We have reviewed the letter we received regarding the property of Julie Bowerman.

We are in favor of the proposed changes to paragraph 7.6 Codes and Ordinances of the PUD Master Deed.

If you have any questions, please feel free to contact us.

Thank you,

Kevin Moyle Judy Moyle

May 13, 2021

Dear Property Owner or Occupant:

RE: Notice of PUBLIC HEARING before the Marquette City Planning Commission regarding: **01-PUD-05-09-A8 – Amendment to the Picnic Rocks Planned Unit Development located at 1001 Lakeshore Blvd. and 1301-1317 Picnic Rocks Drive (PIN: 0370070, and 1300010 to 1300150)**

Julie Bowerman, Lakeshore Residences LLC, and Picnic Rocks Pointe Association are seeking approval of an amendment to their previously approved Planned Unit Development (PUD) consisting of 15 residential units in the form of single-family dwellings. They are requesting to revise paragraph 7.6 Codes and Ordinances of the PUD Master Deed. It states that "In addition to the construction requirements in this section, all buildings and other- structures must comply with applicable building and other- structures must comply with applicable building, mechanical, electrical, and plumbing codes of the applicable jurisdictions in effect when the building or structure is erected." They would like it to read that "In addition to the construction requirements in this section, all buildings and other- structures must comply with applicable building and other- structures must comply with applicable building, mechanical, electrical, and plumbing codes of the applicable jurisdictions in effect when the building or structure is erected with an exception to permit the existing six-foot high closed construction vinyl fence on Lot #9 to remain in place." The Planning Commission will review the request and send a recommendation to the City Commission.

You are being notified of the public hearing referenced above because you own or occupy property within 300 feet of the property.

The public hearing for this request will begin at 6:00 p.m. on Tuesday, **June 1, 2021**, and the meeting will be held virtually with Commission members and Staff attending remotely. This meeting will be streamed on the City of Marquette YouTube channel, at https://www.youtube.com/user/CityofMarquetteGov. **Please note that the YouTube livestream will have at least a 20-second delay, and that anyone that wishes to offer public comment via Zoom (directions are provided below) will need to open the livestream to follow along while they wait to enter the meeting.**

Public Participation

There will be three options for public participation in this meeting: video conferencing, phone conferencing, or written comment. There will be three public comment periods for the meeting, one near the beginning of the agenda, one for the public hearing, and one at the end. Comments are limited to three minutes and speakers must give their name and address before speaking.

In order to offer a live video comment, you must visit:
https://us02web.zoom.us/j/84127534741

Picnic Rocks Planned Unit Development Lot #9 Exception requested for fence to remain in place

John Ashby <[redacted]>

Tue 5/25/2021 3:54 PM

To: Andrea Landers <alanders@marquettemi.gov>

John and Judy Ashby
Lakeshore Park Place Condo
1201 Lakeshore Park Place
Marquette, MI 49855
DATE: 5/25/2021

TO; MARQUETTE CITY PLANNING COMMISSION/ZONING

Commissioners:

THIS LETTER IS RELATIVE TO THE RECENT PUBLIC NOTICE WE RECEIVED FROM THE ZONING OFFICIAL OF MARQUETTE, MICHIGAN CONCERNING A REQUEST FOR "AN EXCEPTION TO PERMIT THE EXISTING SIX-FOO HIGH CLOSED CONSTRUCTION VINYL FENCE ON LOT #9 TO REMAIN IN PLACE:.

AS AN AFFECTED PROPERTY OWNER, WE FEEL THE EXISTING FENCE ON LOT #9 OF THE PICNIC ROCKS PLANNED UNIT DEVELOPMENT IS NOT ACCEPTABLE AND SHOULD NOT REMAIN IN PLACE.

OUR OBJECTIONS INCLUDE:
...THE FENCE DOES NOT MEET MARQUETTE CITY FENCE PERMIT REQUIREMENTS
...THE FENCE PERMIT PROCESS WAS NOT INITIATED. IN OTHER WORDS BUILD NOW, REQUEST VARIANCE LATER
...THE ENCLOSED 6' HIGH CLOSED VINYL FENCE OBSTRUCTS OTHERS' VIEWS OF THE LAKE
...WE FEEL ALL MARQUETTE RESIDENTS SHOULD FOLLOW PERMITTING PROCEDURES WHETHER FOR FENCES, BUILDINGS, ELECTRICAL, MECHANICAL, OR PLUMBING INSTALLATIONS.

WE ARE SIGNIFICANTLY OPPOSED TO BUILD NOW, ASK FOR A VARIANCE AFTER. THIS PROCEDURE ESTABLISHES A VERY BAD PRECEDENT FOR OTHER RESIDENTS TO FOLLOW NON-COMPLIANT FENCING OR OTHER STRUCTURES.

John and Judith Ashby

Carol Cappuccio

1279 Lakeshore Park Place, Apt. 1F, Marquette, Michigan 49855

May 23. 2021
Andrea M. Landers
Zoning official
Community Development Department
1100 Wright Street
Marquette, Michigan 49855

Dear Ms, Landers

I am writing regarding the Picnic Rocks Association's request for approval to have an amendment to revise their Planned Unit Development so that an existing six-foot high closed construction vinyl fence can remain on Lot #9. This request will be considered at a public hearing before the Marquette City Planning Commission on June 1. I live at 1279 Lakeshore Park Place, Unit 1F. The fence blocks the view of the lake for several residents in the Lakeshore Park Place Condominium Association. I am concerned that if the fence remains in place other owners in the Picnic Rocks Pointe Association may use the fact that unit 9 was allowed to build a fence as a rational for building more fences on their properties, This could in turn block the lake views of even more members in the Lakeshore Park Place Condominium Association. For these reasons I am asking that the request for the revision be denied.

Sincerely,

Carol Cappuccio

Carol Cappuccio

RECEIVED
MAY 26 2021
Marquette City
Community Development Office

Tel 906-273-2027 Email carolcappuccio@charter.net

May 24, 2021

Community Development Department
1100 Wright Street
Marquette, Michigan 49855

RE: PUBLIC HEARING before the Marquette City Planning Commission regarding: 01-PUD-05-09-A8- Amendment to the Picnic Rocks Planned Unit Development

I am writing in support of this proposed amendment to the PUD. I own a home at 1307 Picnic Rocks Drive, two lots away from Lot #9 which has the six-foot high closed construction vinyl fence. The home with the fence was built at about the same time as we built our home, one and a half years ago.

I have no objection to the current fence on Lot #9. It is well cared for, neat, and provides privacy to the residents and the adjoining lots. It fits well within the neighborhood. As I pass it nearly every day, I do not see it as a safety hazard. There is good sight distance to all roads and intersections. The current owner has a dog and the fence provides a safe opportunity for the dog to be off-leash.

Thank you for your consideration,

Vicki Reuling
1307 Picnic Rocks Drive
Marquette, MI

RECEIVED
MAY 26 2021
City of Marquette
Community Development Office

May 23, 2021

Tom Rulseh
1307 Picnic Rocks Drive
Marquette MI 49855

Marquette City Planning Commission
1100 Wright Street
Marquette MI 49855

Re: 01-PUD-05-09-A8 - Amendment to the Picnic Rocks Planned Unit Development located at 1001 Lakeshore Blvd. and 1301-1317 Picnic Rocks Drive (PIN: 0370070, and 1300010 to 1300150)

Dear Commission Members:

Please know that I am in full support of Julie Bowerman's request for the above referenced amendment so that she may keep her fence in its current location and in its current design. In fact, as Julie's neighbor I very much appreciate her fence and the multiple purposes it serves in its current placement and design. Further, in my experience as a pedestrian, cyclist and motorist in this neighborhood I do not perceive any safety hazards posed by Julie's fence in its current location and design.

Thank you for your attention to this matter as you continue to do what is best for our community and its residents.

Respectfully,

Tom Rulseh

RECEIVED
MAY 26 2021
Marquette City
Community Development Office

CHURCH AND KORHONEN, PC

ATTORNEYS AT LAW

CATHY C. CHURCH
CARA KORHONEN

May 26, 2021

Andrea Landers
Marquette City Planning Commission
Sent via email to alanders@marqeuttemi.gov

RE: Public Hearing regarding Julie Bowerman, 01-PUD-05-09-A8 – Amendment to the Picnic Rocks Planned Unit Development located at 1001 Lakeshore Blvd and 1301 – 1317 Picnic Rocks Drive

Dear Ms. Landers/Marquette City Planning Commission:

We are writing to voice our strong support for Ms. Bowerman's request to amend the Picnic Rocks PUD as referenced above.

We live across the street and one house over from Ms. Bowerman. We appreciate that Ms. Bowerman took the time and expense of having a fence put up for her dog and privacy. We know that at times Ms. Bowerman has to work long hours, and her dog has the option of going out into the yard as she needs. As you are aware, we live in a very high traffic area for pedestrians and vehicles. Personally, if we had a low or partially-open style fence, we would never leave one of our dogs out due to concerns of the dog escaping, being taken, or barking incessantly at all the passersby. It would be aggravating to the neighbors should the dog be able to sit and bark at everyone she sees through the fence, and even worse it would be heart breaking if something happened to Ms. Bowerman's dog should she be required to change her current fence to a less secure style of fence. Furthermore, any mess in the yard due to her dog is hidden away by this fence. It's an attractive fence that complements her home and our neighborhood.

This seems to be a really unfortunate situation that is due in no part to Ms. Bowerman's actions. She took the appropriate actions in gaining HOA Board approval prior to having the fence erected, and the HOA did in fact approve the current fence. Ms. Bowerman then relied on the HOA approval and the expertise of her builder to ensure that her fence was in compliance. Unfortunately, she learned after the fact that her reliance was misplaced. Now it seems that the brunt of this problem has fallen entirely at her feet, despite the fact that she was the only party who did everything they were supposed to. In contrast, the HOA should have known that the fence they were approving was not in compliance, and her builder should have known to pull the appropriate permits. However innocent the HOA and builder's actions were, they have caused this problem for Ms. Bowerman.

Our question really becomes what is the benefit of denying Ms. Bowerman's request? The current fence is well done, it keeps her backyard private, it adds to the appearance of her property and the surrounding properties, it keeps her dog safe, it enables her dog to quietly enjoy the backyard, etc. We do not understand how it could negatively impact anyone else in any way. Accordingly, we urge the Commission to grant Ms. Bowerman's request to alter the PUD.

Sincerely,

Cara Korhonen and Cathy Church

708 CHIPPEWA SQUARE, STE. 2 • MARQUETTE, MI 49855 • TEL: 906-226-0001 • TOLL FREE: 800-758-5611
FAX: 906-226-0002 • EMAIL: CHURCHKORHONEN@GMAIL.COM • WWW.HELPYOURCASE.COM

City of Marquette, MI

Picnic Rocks PUD Development Lot #9 June 1, 2021

Dear Andrea Landers, Zoning Official, and Marquette County Planning Commission,

I am writing this letter in support of the PUD amendment allowing the six-foot vinyl fence on the property at 1301 Picnic Rocks Drive. I write as a member of the community who frequently uses the bike path and the sidewalk on the Lakeshore Blvd. side of this property. This fence is clean, new and professionally built which is more than I can say for many other fences in the area. This fence does not obstruct the visibility of the road or pedestrians on the sidewalk, as there is a very large tree in front of this fence. The fence is also placed at a safe distance from the road and private drive as to not be an obstruction and was aligned properly as to not obstruct any views of the lake more than the house already does.

As a member of this community I appreciate that the fence offers safe protection from the dog that lives at 1301 Picnic Rocks Drive. It is often unnerving to walk past a property that has a large dog without a fence and I worry if that dog is going to run at me when I am walking. It is equally unnerving when a large dog can fit a head through the fence slots or put feet on top of the fence and bark as I pass by, I never know if it will be able to break through or jump the fence and attack.

I believe this fence is an asset to the community and helps everyone using the area for recreation to feel safer. Please consider my comments and take the time to look at the fence in person and see that it is not an obstruction to any views. Thank you for your time and consideration.

Thomas Deslak

Thomas Deslak

112 E. Prospect - Apt 1

Picnic Rocks PUD Development Lot #9 June 1, 2021

Dear Andrea Landers, Zoning Official, and Marquette County Planning Commission,

I am writing this letter in support of the PUD amendment allowing the six-foot vinyl fence on the property at 1301 Picnic Rocks Drive. I write as a member of the community who frequently uses the bike path and the sidewalk on the Lakeshore Blvd. side of this property. This fence is clean, new and professionally built which is more than I can say for many other fences in the area. This fence does not obstruct the visibility of the road or pedestrians on the sidewalk, as there is a very large tree in front of this fence. The fence is also placed at a safe distance from the road and private drive as to not be an obstruction and was aligned properly as to not obstruct any views of the lake more than the house already does.

As a member of this community I appreciate that the fence offers safe protection from the dog that lives at 1301 Picnic Rocks Drive. It is often unnerving to walk past a property that has a large dog without a fence and I worry if that dog is going to run at me when I am walking. It is equally unnerving when a large dog can fit a head through the fence slots or put feet on top of the fence and bark as I pass by, I never know if it will be able to break through or jump the fence and attack.

I believe this fence is an asset to the community and helps everyone using the area for recreation to feel safer. Please consider my comments and take the time to look at the fence in person and see that it is not an obstruction to any views. Thank you for your time and consideration.

Sarah K. Reynolds
Former City Commissioner
424 W. Crescent
Marquette, MI 49855

Picnic Rocks PUD Development Lot #9 June 1, 2021

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I believe this fence is an asset to the community and helps everyone using the area for recreation to feel safer. Please consider my comments and take the time to look at the fence in person and see that it is not an obstruction to any views. Thank you for your time and consideration.

Angela Hill

1200 Waldo St
MQT. 49855

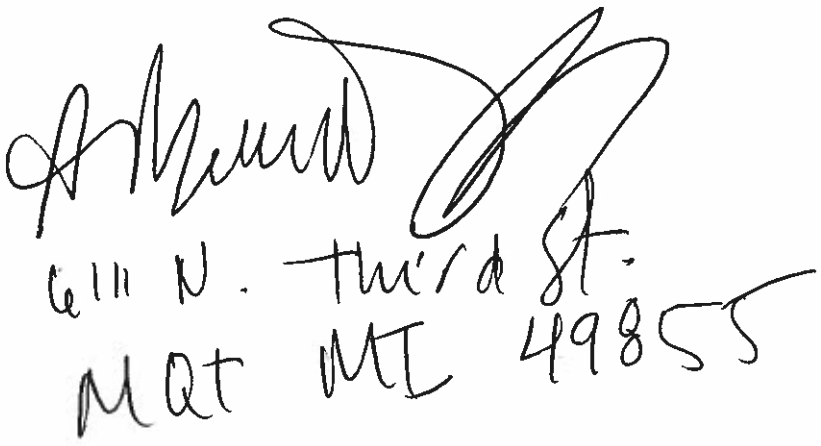
Picnic Rocks PUD Development Lot #9 June 1, 2021

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I believe this fence is an asset to the community and helps everyone using the area for recreation to feel safer. Please consider my comments and take the time to look at the fence in person and see that it is not an obstruction to any views. Thank you for your time and consideration.



Picnic Rocks PUD Development Lot #9 June 1, 2021

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310. E. Park
Marquette, MI

Picnic Rocks PUD Development Lot #9 June 1, 2021

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Nicole Limback

N. Limback

1201 ALBION

MQT, MI.

Picnic Rocks PUD Development Lot #9 June 1, 2021

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TJ Carpenter

520 Fisher St.

MQT

Picnic Rocks PUD Development Lot #9 June 1, 2021

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PAT SLATTERY 348 W. Hewitt

Picnic Rocks PUD Development Lot #9 June 1, 2021

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Joanne Jones
1613 West, Marquette
Joanne Jones

Picnic Rocks PUD Development Lot #9 June 1, 2021

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Jessica Darcy
Third Base Bar Owner
Jessica Darcy

Picnic Rocks PUD Development Lot #9 June 1, 2021

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Scott Beaudoin
1554B W. Ridge St Apt # 14
Marquette MI 49855

Picnic Rocks PUD Development Lot #9 June 1, 2021

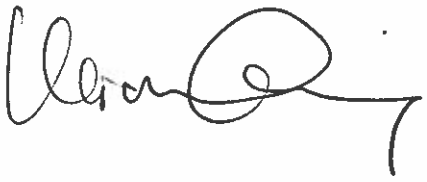
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MICHAEL MERING 421 E. RIDGE MQT



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Shelly K Marley
5.31.21

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Steve Kelly 123 E Ridge

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Paul Mart
112 E. Ridge St
Marquette MI
49855

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Renee Imus
107 N. Lakeshore Blvd
Mqt. Mi

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Leslie Seratti

352 E. HEWITT AVE

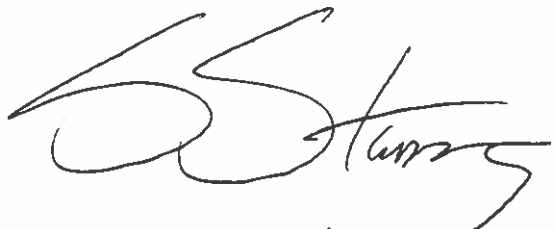
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103 N. Lakeshore BLVD

Mqt MI 49855

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Sara Sanderson
312 E. Prospect St
MQT MI 49855

Nick Sanderson
312 E Prospect Apt. 2
Mqt, MI 49855

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622 N. Third St.

Marquette, MI

49855.

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Laura McLaurin
113 E Michigan
Marquette MI 49855
906-361-3542
5/28/2021

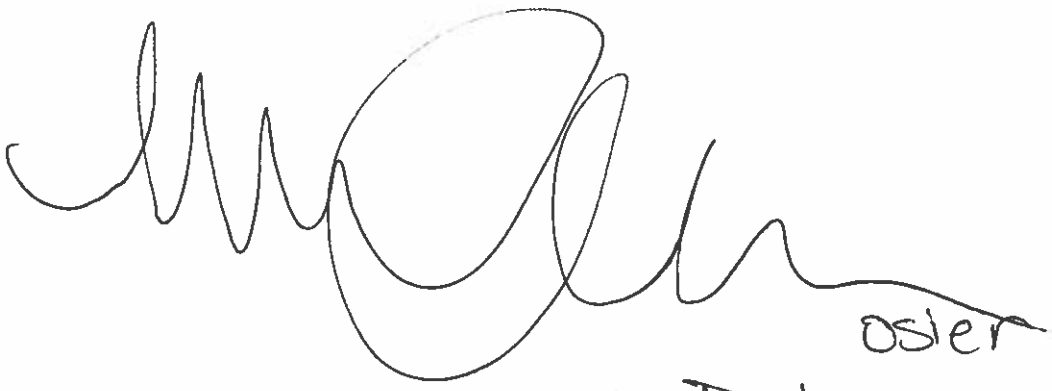
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Osier

1000 Elder Drive

MQT, MI 49855

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CROsier

Cris Osier 315 E College Ave MQT

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Maggi Chapin

1413 Birch Ave.

MQT, MI 49855

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Tori Carey
Tori Carey
325 W. Park St.
Apt. 1 MQT, MI 49855

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Adam Pace

923 N third st
Marquette MI 49855

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Deb DeMatteo
244 Rock Street
Marquette, MI 49855

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Alexander Scott

2817 Cedarville Drive Apt 2
Marquette, MI 49855

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1603 WEST FAIR
MARQUETTE 49855

Picnic Rocks PUD Development Lot #9 June 1, 2021

Dear Andrea Landers, Zoning Official, and Marquette County Planning Commission,

I am writing this letter in support of the PUD amendment allowing the six-foot vinyl fence on the property at 1301 Picnic Rocks Drive. I write as a member of the community who frequently uses the bike path and the sidewalk on the Lakeshore Blvd. side of this property. This fence is clean, new and professionally built which is more than I can say for many other fences in the area. This fence does not obstruct the visibility of the road or pedestrians on the sidewalk, as there is a very large tree in front of this fence. The fence is also placed at a safe distance from the road and private drive as to not be an obstruction and was aligned properly as to not obstruct any views of the lake more than the house already does.

As a member of this community I appreciate that the fence offers safe protection from the dog that lives at 1301 Picnic Rocks Drive. It is often unnerving to walk past a property that has a large dog without a fence and I worry if that dog is going to run at me when I am walking. It is equally unnerving when a large dog can fit a head through the fence slots or put feet on top of the fence and bark as I pass by, I never know if it will be able to break through or jump the fence and attack.

I believe this fence is an asset to the community and helps everyone using the area for recreation to feel safer. Please consider my comments and take the time to look at the fence in person and see that it is not an obstruction to any views. Thank you for your time and consideration.



325 E ARCH, MQT, 49855

Picnic Rocks PUD Development Lot #9 June 1, 2021

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Miranda Stradinger
409 Norwood St
MQT, 49855



Picnic Rocks PUD Development Lot #9 June 1, 2021

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I believe this fence is an asset to the community and helps everyone using the area for recreation to feel safer. Please consider my comments and take the time to look at the fence in person and see that it is not an obstruction to any views. Thank you for your time and consideration.

Deana Groop
710 N. 3rd St.
Marquette MI
49855

Picnic Rocks PUD Development Lot #9 June 1, 2021

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I am writing this letter in support of the PUD amendment allowing the six-foot vinyl fence on the property at 1301 Picnic Rocks Drive. I write as a member of the community who frequently uses the bike path and the sidewalk on the Lakeshore Blvd. side of this property. This fence is clean, new and professionally built which is more than I can say for many other fences in the area. This fence does not obstruct the visibility of the road or pedestrians on the sidewalk, as there is a very large tree in front of this fence. The fence is also placed at a safe distance from the road and private drive as to not be an obstruction and was aligned properly as to not obstruct any views of the lake more than the house already does.

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I believe this fence is an asset to the community and helps everyone using the area for recreation to feel safer. Please consider my comments and take the time to look at the fence in person and see that it is not an obstruction to any views. Thank you for your time and consideration.

314 W. Hewitt Avenue
Marquette, MI
49855

Bowerman fence

Rachel Alworden <[redacted]>

Tue 6/1/2021 10:41 AM

To: Andrea Landers <alanders@marquettemi.gov>

I am writing to express my support for the PUD change at 1301 Picnic Rocks Drive to keep the existing fence on the property. I am in the area almost daily and have been using the sidewalk and bike path in front of this house for over a year. In that time I have not seen nor been made aware of any safety concerns regarding this fence. It looks professional and compliments the house and neighborhood. Please take into account my comments and allow the PUD change.

Thank you,
Rachel Alworden

Re: sidewalk near Picnic Rocks Park

Penny Barney <[redacted]>

Tue 6/1/2021 3:41 PM

To: Andrea Landers <alanders@marquettemi.gov>

Hello,

I am writing to express concern regarding the area near the Bowerman residence across the street from Picnic Rocks. My husband and I frequent that area while out walking and running and use the sidewalk and prefer the fencing to stay the same. It is not a problem and looks nice. Please consider other better uses of the city's time and resources by focusing on the areas that need to be cleaned up. It could only be a blessing for our city's areas of blight to have fencing as nice as the Bowerman's. Thank you for your consideration.

Penny Barney
[redacted]
339 Jackson St.

Julie Bowerman Request to Amend PUD

Brule Sr., Dave <[redacted]>

Mon 5/31/2021 12:44 PM

To: Andrea Landers <alanders@marquettemi.gov>

Andrea, As neighbors , Thu and I support Julie Bowerman's request to amend the Picnic Rocks PUD to allow her to retain the six foot fence she built in her back yard.

Thank you,

David & Thu Brule

Bowerman Fence Approval

Dominic Hagerty <[redacted]>

Tue 6/1/2021 4:43 PM

To: Andrea Landers <alanders@marquettemi.gov>

Andrea,
I would like to offer my support to Julie Bowerman's nicely constructed fence for the following reasons in my humble opinion:

1. The fence is not impeding on line of sight for motorists making the corner onto Lakeshore Blvd. Making that turn is not a safety issue in regards to the fence location.
2. The fence is well constructed of nice looking higher quality fence materials.
3. The fence fits well with the surrounding areas and steps down nicely to fit in with grade changes.
4. The fence would stop her dog from barking at passerby's and neighboring Nestledown Inn visitors.

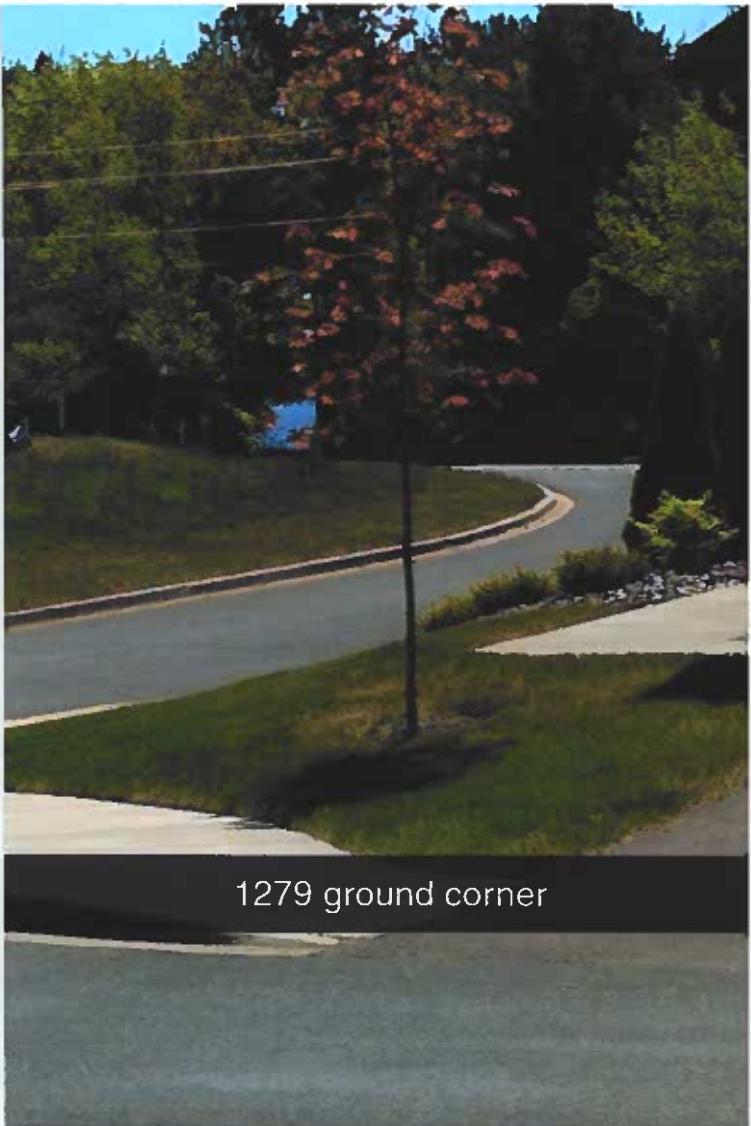
Please take the time to consider approving the fence and possibly take a look at the site to find reason for approval if needed.

Thanks,
Dom Hagerty

Get Outlook for iOS

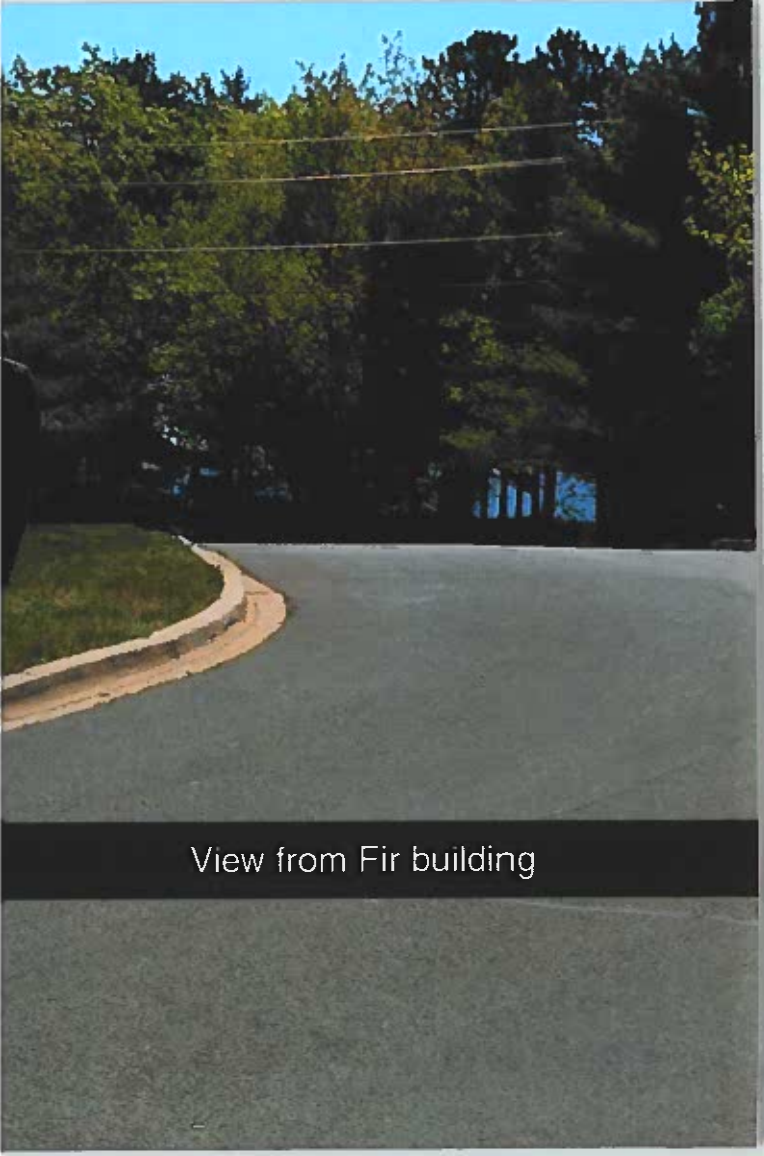


Ground view second ground condo 1279


1279 ground corner

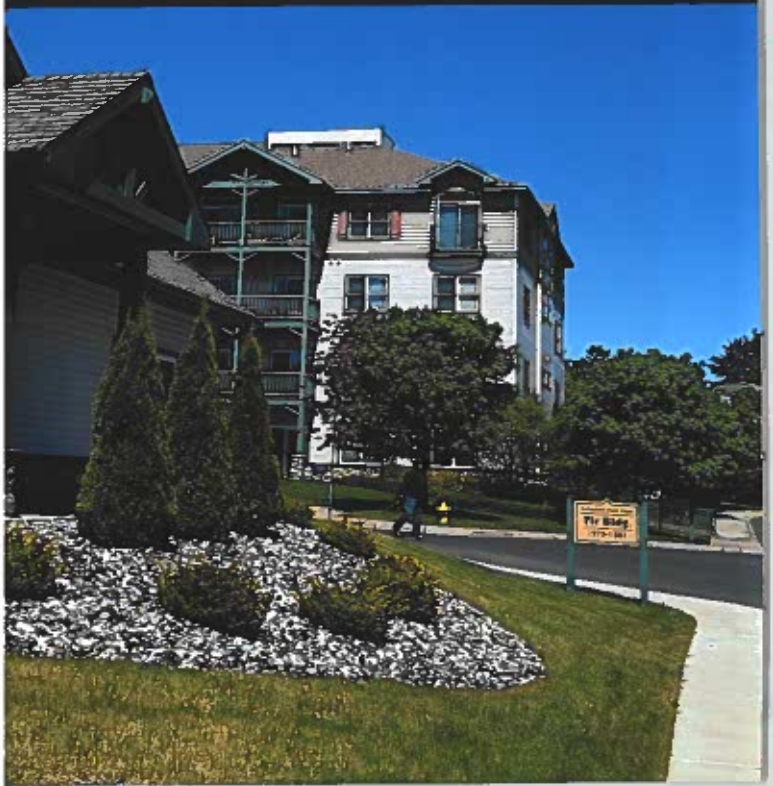


View from 1201



View from Fir building

Penthouse at 1279 complaining fence blocks his view







****

RECEIVED
MAY 2 7 2021

Andrea landers

City of MQT

Zoning Dept

05/27/21 @ 5: 02pm

I wish to give my full support to Julie Bowerman as developers agent, board member and I designed the Picnic Rocks Pointe Condo's. The fence is set back from the line of sight for the safe turning at Private drive. The SE Corner of the fence steps down for a nice style, the big Pine tree is a big buffer. The condo's cluster just to the SW of Julie's home orientation face West not East. I believe the city ruling for 4 ½ ft and not a 6 ft fence, issues due to a corner lot that abuts 2 streets, Julie's lot setback is a good distance from the street corner, both private drives have good line of sight. The fence in my opinion fits with this neighborhood mix and is made of higher quality materials, which looks good in my opinion. I hope the PUD board will take a few minutes to visit the location and get a feel for this specific sight orientation.

Thanks for your time with this matter,

Dan Keller / PRP Board Member

105 S Lakeshore Blvd, Mqt Mi.

****

PUD at 1301 Picnic Rocks Drive

Lori Malnor [redacted] >

Fri 5/28/2021 9:35 AM

To: Andrea Landers <alanders@marquettemi.gov>

I am writing to express my support for the PUD change at 1301 Picnic Rocks Drive to keep the existing fence on the property. I am in the area almost daily and have been using the sidewalk and bike path in front of this house for over a year. In that time I have not seen nor been made aware of any safety concerns regarding this fence. It looks professional and compliments the house and neighborhood.

Please take into account my comments and allow the PUD change.

Thank you,

Lori Malnor

[redacted]

1301 Picnic Rocks Drive

Lee Marana <[redacted]>

Mon 5/31/2021 3:56 PM

To: Andrea Landers <alanders@marquettemi.gov>

I am writing as a neighbor affected by the PUD change at 1301 Picnic Rocks Drive. I fully support keeping the existing fence on this property. It does not pose a safety issue for traffic or pedestrians and unlike the condos behind it, does not block anyone's view of the lake. I know the homeowner took responsibility to ask and was approved by her HOA board to get a variance for a six foot fence on this property before building as I used to live next door to her and the dog would occasionally jump the fence into my yard while she was working, especially in the winter. She took care of this issue by putting up a six foot fence to keep the dog safely contained. Please consider approving this PUD change.

Thank you,

Lee Marana
413 E College Ave
Marquette, MI 49855

Andrea Landers,

I am writing this letter in support of the PUD change to keep the existing fence at 1301 Picnic Rocks Drive. As a business owner in the area I support this fence remaining as is. The fence is done tastefully, reflects the design of the house and is visually pleasing.

Thank you,

Derek Parker
Owner of Parker and Sons Properties
955 North Lakeshore Blvd
Marquette MI, 49855

RECEIVED
JUN 01 2021
Marquette City
Community Development Office

Good fences make good neighbors - 1301 Picnic Rocks Drive

Heather Pickett <[redacted]>

Tue 6/1/2021 4:11 PM

To: Andrea Landers <alanders@marquettemi.gov>

Dear Ms. Landers:

I am writing to express my support for the PUD change at 1301 Picnic Rocks Drive to keep the existing fence on the property. I frequently use the sidewalk and bike path in front of this house. Personally, I quite like the look of the fence. It goes with the house and aesthetic of the surrounding properties. It poses no safety concerns as far as I, or any of my friends in the neighborhood can tell. Please take into account my comments and allow the PUD change. Thank you in advance for your consideration.

Sincerely,
Heather Pickett

Picnic Rocks Point PUD Amendment

Nestledown Bed and Breakfast <[redacted]>

Thu 5/27/2021 9:50 PM

To: Andrea Landers <alanders@marquettemi.gov>

Hello Andrea. Thank you for seeing this letter to the City Planning Commission documents regarding agenda item:

01-PUD-05-09-A8 – Amendment to the Picnic Rocks Planned Unit Development located at 1001 Lakeshore Blvd. and 1301-1317 Picnic Rocks Drive (PIN: 0370070, and 1300010 to 1300150)

Dear City Planning Commission

This is Ken and Sue Schauland, owners and Innkeepers of Nestledown Bed and Breakfast. We are nearby neighbors to Julie Bowerman, and her fence is directly North of our Inn. We have a full view of it across our yard. We see Julie Bowerman as a good neighbor in building the fence. Her motivation and need to keep good track of her dog, provide a secure yard that is private and one that would minimize aggravation from people, cars and other dogs going by is effective and appreciated here at Nestledown.

Ken and I do see that the fence doesn't meet the city fence ordinance. It may cause others to want fences of their own if Julie is not penalized and asked to take down the fence. Sure, these are thoughts out there in the neighborhood, but is this the right thing to do? Is this the most neighborly way to proceed? The fence is built, materials and labor have been used and spent. It would be shameful and costly to destroy what is already in place.It is our understanding the fence was not built with malice towards the permitting process or the Picnic Rocks Point Association. Mistakes were made as they often are in a building project.

We are asking for empathy and understanding on Julie's behalf and that the amendment to the Picnic Rocks Planned Unit development be allowed.

Thank you for serving!

Sincerely,

Ken and Sue Schauland
975 N. Lakeshore Blvd
Marquette MI 49855

Privacy Matters

Jason Schneider <[redacted]>

Tue 6/1/2021 5:44 PM

To: Andrea Landers <alanders@marquettemi.gov>

To whom it may concern,

I am writing in support for use of 6ft fencing in the new development across from the picnic rocks area, specifically at the house located at 1301 Picnic Rocks Dr.. As someone who walks and bikes through this beautiful neighborhood, I would find it distracting to see what happens in backyard of these homes, especially since this particular home has a hill that goes down to the sidewalk level. A 4ft fence will not provide the privacy that homeowners need in that part of the property. Please consider the use of 6ft fencing in this neighborhood.

Sincerely,
Jason Schneider

Nancy E. Seminoff
1314 Picnic Rocks Drive
Marquette, MI 49855

RECEIVED
JUN 01 2021
Marquette City
Community Development Office

May 29, 2021

To Members of the Marquette Planning Commission:

RE: Proposed Amendment to Lot #9, Picnic Rocks Pointe PUD

I am writing in response to J. Bowerman's letter of April 26, 2021 to the Planning Commission. As the second *resident (in 2014)* on Picnic Rocks Drive, my expectation is to reside in a neighborhood where residents respect each other and subscribed to association bylaws and city ordinances.

J. Bowerman's letter of April 26, 2021 contains several inaccuracies and an unfounded allegation against me. As Commission members, you have the right to accurate, documented information (available upon request) in your deliberations, and I should not be vilified for standing on principle. 1-The current fence was not approved by the Homeowners Association *with any formal action.* 2-The allegation that I "have been causing problems for this development on every issue" is false and obviously publicly defamatory. Evidently subscribing to city and condominium documented expectations is considered problematic to those who want to exercise their free will. 3-Citing the association board "was unaware that they could not legally approve this fence" is nonsense. The association's bylaws are clear regarding the need to comply with city ordinances. (If the association board had infinite power, we could approve a water tower in each yard for example.) 4-Noting the builder "was not aware he needed a separate fence permit' attempts to absolve J. Bowerman of her personal responsibility in the building process.

The expectation here is that one can build something, expect city officials not to take any immediate action, and then have neighbors claim the built item is acceptable. Further, J. Bowerman's excuse that she did not have funds to secure a permit as an acceptable reason for inaction is spurious. The permit should have been secured in 2019 before building.

Attempts have been made to discuss this issue with J. Bowerman to explore alternative solutions; she declined. I have two rescue cats, and I understand the need to be concerned about their care. My neighbor has dogs but did not expect the neighborhood to accommodate these dogs.

We make personal choices in our lives – in this instance adopting a pet. That kind action should not require city officials, city boards, or neighbors to change bylaws and ordinances to accommodate the individual's choice.

Hopefully, decisions by the commission are not made based on emotional appeal, personal attacks, or threats to one's welfare (a documented police report exists regarding a previous decision related to Picnic Rocks Pointe where Marquette residents stood on principle and were threatened.). Reasonable people can work together to find reasonable solutions, without setting precedents for future requests seeking forgiveness rather than permission after the fact.

Again, the Planning Commission's response to this request will set a precedent for additional requested changes to this PUD that will likely be filed in the near future.

Respectfully,

Nancy E. Seminoff

Freedom of having a fence to protect the safety and security of pets and property.

Sara Stabile <[redacted]>

Thu 5/27/2021 8:24 PM

To: Andrea Landers <alanders@marquettemi.gov>

I am writing to express my support for the PUD change at 1301 Picnic Rocks Drive to keep the existing fence on the property. I am in the area almost daily and have been using the sidewalk and bike path in front of this house for over a year. In that time I have not seen nor been made aware of any safety concerns regarding this fence. It looks professional and compliments the house and neighborhood. Please take into account my comments and allow the PUD change. Thank you,

Sara Stabile

Sent from my iPhone

Julie's fence

Livio Stabile <[redacted]>

Tue 6/1/2021 3:41 PM

To: Andrea Landers <alanders@marquettemi.gov>

I am writing to express my support for the PUD change at 1301 Picnic Rocks Drive to keep the existing fence on the property. I am in the area almost daily and have been using the sidewalk and bike path in front of this house for over a year. In that time I have not seen nor been made aware of any safety concerns regarding this fence. It looks professional and compliments the house and neighborhood. Please take into account my comments and allow the PUD change. Thank you,

Amendment to Picnic Rocks Planned Unit Developed located at 1001 Lakeshore Blvd

Jeannie Wagner [redacted] >

Fri 5/28/2021 9:38 PM

To: Andrea Landers <alanders@marquettemi.gov>

As affected property owner 1279 Lakeshore Park Place, Apt PA, we are not in support of the fence at Lot #9 of the Picnic Rocks development.

1. The fence does not meet the City of Marquette requirements

2. The fence has a negative impact on the asethetics of the neighborhood and obscures the view of the lake for several residents at Lakeshore Park Place

3. The fence was constructed prior to obtaining proper permits

4. Approval of this amendment would set a precident for other homeowners in the Picnic Rocks development to construct a fence in a similar manner which would negatively impact the asethetics of the area.

Respectfully submitted,

I-Chung and Grace Chien
1279 Lakeshore Park Place, Apt PA

Agenda Date: 6/14/2021

New Business
Appointment of City Treasurer

BACKGROUND:

Last month, the City Commission confirmed the appointment of Treasurer Mary Schlicht to the position of the City's Director - Financial Services. This appointment created a vacancy in the position of City Treasurer and the City Manager has appointed current Deputy Treasurer Terra Bahrman to fill the role, effective July 1, 2021.

Ms. Bahrman has worked for the City for 10 years, starting as a clerk/cashier in the Finance Department before transitioning to the Accounts Payable Clerk and, most recently, the Deputy Treasurer. Terra has a bachelor's degree in Accounting and Corporate Finance from Northern Michigan University and is a member of Michigan Municipal Treasurer's Association.

In her time with the City, Terra has prepared the City's tax roll, and has significant experience working with City tax increment financing accounts, including those associated with the Local Development Finance Authority and the Marquette Brownfield Redevelopment Authority. She has also processed revenues and expenditures and has training in the City's payroll system. Terra's diverse background through various positions with the City, along with her education, present a unique skill set.

She has demonstrated a strong ability to work well with City staff, as well as the general public.

The City Treasurer is considered an administrative officer under Sec. 5-1 of the Marquette City Charter, which states that officers "shall be appointed by the city manager for an indefinite period, subject to confirmation by the city commission."

FISCAL EFFECT:

The salary for the City Treasurer is included in the budget.

RECOMMENDATION:

Confirm the City Manager's appointment of Terra Bahrman as City Treasurer, effective July 1, 2021.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

No Attachments Available

Agenda Date: 6/14/2021

New Business
Resolution Accepting MNRTF Kids Cove Grant Agreement - Roll Call Vote

BACKGROUND:

At their March 30, 2020 regular meeting, the City Commission approved the submission of a Michigan Natural Resources Trust Fund grant application for the replacement of Kids Cove at Mattson Lower Harbor Park with an accessible inclusive playground. That application was successful and the Michigan Department of Natural Resources (MDNR) has issued the City a grant agreement.

The agreement outlines the timetable for completion May 07, 2021 through May 31, 2023. It also outlines scope of the project and the procedures and processes City staff follow through the completion of the project.

Sanders and Czapski Associates has been awarded the design bid for the project. The playground is planned to be constructed spring/summer of 2022.

FISCAL EFFECT:

The City will realize $300,000 in revenue toward the project expenses, reimbursable after project completion. All expenses are included in the current budget.

RECOMMENDATION:

Approve the resolution of acceptance for the Michigan Natural Resources Trust Fund Grant Agreement, TF20-0199, authorize Mayor and Clerk to sign the resolution, and authorize the City Manager or her designee to sign the Grant Agreement.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- Resolution
- Grant Agreement
- Boundary Map

RESOLUTION ACCEPTING TERMS
MDNR TRUST FUND GRANT AGREEMENT
Kids Cove Universally Accessible Inclusive Playground
TF20-0199

Whereas, the City Commission authorized the submission of a MNRTF grant application at the March 30, 2020 regular meeting; and,

Whereas, the City of Marquette sought and received a MNRTF grant agreement for improvements to Mattson Park; and,

Whereas, the project budget totals $600,000, 50% of which the Marquette Playgrounds For All group has committed to raising and 50% of which was sought through MNRTF grant assistance; and,

Whereas, the City has committed to appropriate all funds necessary to complete the project and the project has been included in the current budget in the amount of $600,000; and,

Whereas, the City agrees to maintain satisfactory financial accounts, documents and records and make them available to the MDNR for auditing; and,

Whereas, the City agrees to regulate the use of the facility to assure the use thereof by the public on equal and reasonable terms; and,

Whereas, the City agrees to comply with all terms of the Agreement, including terms not specifically set forth in this resolution;

Now, Therefore, Be It Resolved that the Marquette City Commission does hereby accept the terms of the Project Agreement for Kids Cove Accessible Inclusive Playground, TF20-0199, as received from the Michigan Department of Natural Resources.

This resolution was offered by _____ and supported by _____.

The following votes were recorded:

AYES:

NAYS:

RESOLUTION DECLARED ADOPTED.

CITY OF MARQUETTE

Jennifer A. Smith, Mayor

I, Kyle Whitney, City Clerk of Marquette, Michigan, do hereby certify that the above is a true copy of the Resolution relative to the Project Agreement with the Michigan Department of Natural Resources , which Resolution was adopted by the City Commission, at their June 14, 2021 meeting.

Kyle Whitney, City Clerk

Michigan Natural Resources Trust Fund
Development Project Agreement

This information is required by authority of Part 5 of Act 451, P.A. 1994 as amended, to receive funds.

This Agreement is between **City of Marquette** in the county of **Marquette County**, hereinafter referred to as the "GRANTEE," and the MICHIGAN DEPARTMENT OF NATURAL RESOURCES, an agency of the State of Michigan, hereinafter referred to as the "DEPARTMENT." The DEPARTMENT has authority to issue grants to local units of government for the development of public outdoor recreation facilities under Part 19 of the Natural Resources and Environmental Protection Act, P.A. 451 of 1994, as amended and under Article IX, Section 35 of the Michigan Constitution. The GRANTEE has been approved by the Michigan Natural Resources Trust Fund (MNRTF) Board of Trustees (BOARD) to receive a grant. In Public Act **9 of 2021**, the Legislature appropriated funds from the MNRTF to the DEPARTMENT for a grant-in-aid to the GRANTEE.

The purpose of this Agreement is to provide funding in exchange for completion of the project named below. This Agreement is subject to the terms and conditions specified herein.

Project Title: Mattson Lower Harbor Park - Inclusive Playground Project #: TF20-0199

Grant Amount: $300,000.00 50% PROJECT TOTAL: $600,000.00

Match Amount: $300,000.00 50%

Start Date: Date of Execution by DEPARTMENT End Date: 05/31/2023

As a precondition to the effectiveness of the Agreement, the GRANTEE is required to sign the Agreement and return it to the DEPARTMENT with the required attachments by 07/06/2021 or the Agreement may be cancelled by the DEPARTMENT. **This Agreement is not effective until the GRANTEE has signed it, returned it, and the DEPARTMENT has signed it.** The Agreement is considered executed when signed by the DEPARTMENT.

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

GRANTEE

SIGNED _____

By [Print Name]: _____

Title: _____

Organization: _____

_____

DUNS Number

_____ _____

SIGMA Vendor Number SIGMA Address ID

MICHIGAN DEPARTMENT OF NATURAL RESOURCES

SIGNED _____

By: _____

Grants Section Manager

_____

Date of Execution by DEPARTMENT

1. This Agreement shall be administered on behalf of the DEPARTMENT by the Grants Management Section within the Finance and Operations Division. All notices, reports, documents, requests, actions or other communications required between the DEPARTMENT and the GRANTEE shall be submitted through the department's online grant management system, MiRecGrants, which is accessed through www.michigan.gov/dnr-grants, unless otherwise instructed by the DEPARTMENT. Primary points of contact pertaining to this agreement shall be:

GRANTEE CONTACT	**DEPARTMENT CONTACT**
	MNRTF Grant Program Manager
Name/Title	Name/Title
	Grants Management/DNR Finance & Operations
Organization	Organization
	525 W. Allegan Street, Lansing, MI 48933
Address	Address
	P.O. Box 30425, Lansing, MI 48909
Address	Address
	517-284-7268
Telephone Number	Telephone Number
	DNR-Grants@michigan.gov
E-mail Address	E-mail Address

2. The legal description of the project area, boundary map of the project area, and the development grant application bearing the number **TF20-0199** uploaded to MiRecGrants are by this reference made part of this Agreement. The Agreement together with the referenced documents in MiRecGrants constitute the entire Agreement between the parties and may be modified only in writing and executed in the same manner as the Agreement is executed.

3. The time period allowed for project completion is from **05/07/2021** through **05/31/2023**, hereinafter referred to as the "project period." Requests by the GRANTEE to extend the project period shall be submitted in MiRecGrants before the expiration of the project period. Extensions to the project period are at the discretion of the DEPARTMENT and may only be extended by an amendment to this Agreement.

4. The words "project area" shall mean the land and area described in the uploaded legal description and shown on the uploaded boundary map.

5. The words "project facilities" shall mean the following individual components, as further described in the application.

Access Pathway 6' wide or more
Bench(es)
Landscaping
Lighting
Picnic Table(s)
Play Equipment (including safety surfacing)
Recycle Bin(s)
Signage

6. The DEPARTMENT will:

a. grant to the GRANTEE a sum of money equal to **Fifty percent (50%)** of **Six Hundred Thousand dollars ($600,000.00),** which is the total eligible cost of construction of the project facilities including engineering costs, but

in any event not to exceed **Three Hundred Thousand dollars ($300,000.00).**

b. grant these funds in the form of reimbursements to the GRANTEE for eligible costs and expenses incurred as follows:

i. Payments will be made on a reimbursement basis at **Fifty percent (50%)** of the eligible expenses incurred by the GRANTEE up to 90% of the maximum reimbursement allowable under the grant.
ii. Reimbursement will be made only upon DEPARTMENT review and approval of a complete reimbursement request submitted by the GRANTEE through the MiRecGrants website, including but not limited to copies of invoices, cancelled checks, EFTs, list of volunteer and/or force account time and attendance records.
iii. The DEPARTMENT shall conduct an audit of the project's financial records upon approval of the final reimbursement request by DEPARTMENT staff. The DEPARTMENT may issue an audit report with no deductions or may find some costs ineligible for reimbursement.
iv. The final 10% of the grant amount will be released upon completion of a satisfactory audit by the DEPARTMENT and documentation that the GRANTEE has erected an MNRTF sign in compliance with Section 7(j) of this Agreement.

7. The GRANTEE will:

a. immediately make available all funds needed to incur all necessary costs required to complete the project and to provide **Three Hundred Thousand dollars ($300,000.00)** in local match. This sum represents **Fifty percent (50%)** of the total eligible cost of construction including engineering costs. Any cost overruns incurred to complete the project facilities called for by this Agreement shall be the sole responsibility of the GRANTEE.
b. with the exception of engineering costs as provided for in Section 8, incur no costs toward completion of the project facilities before execution of this Agreement and before DEPARTMENT approval of plans, specifications and bid documents.
c. complete construction of the project facilities to the satisfaction of the DEPARTMENT and to comply with the development project procedures set forth by the DEPARTMENT in completion of the project, including but not limited to the following:

i. Retain the services of a professional architect, landscape architect, or engineer, registered in the State of Michigan to serve as the GRANTEE'S Prime Professional. The Prime Professional shall prepare the plans, specifications and bid documents for the project and oversee project construction.
ii. **Within 180 days** following execution of this Agreement by the GRANTEE and the DEPARTMENT and before soliciting bids or quotes or incurring costs other than costs associated with the development of plans, specifications, or bid documents, provide the DEPARTMENT with plans, specifications, and bid documents for the project facilities, sealed by the GRANTEE'S Prime Professional.
iii. Upon DEPARTMENT approval of plans, specifications and bid documents, openly advertise and seek written bids for contracts for purchases or services with a value equal to or greater than $50,000 and accept the lowest qualified bid as determined by the GRANTEE'S Prime Professional.
iv. Upon DEPARTMENT approval of plans, specifications and bid documents, solicit three (3) written quotes for contracts for purchases or services between $5,000 and $50,000 and accept the lowest qualified bid as determined by the GRANTEE'S Prime Professional.
v. Maintain detailed written records of the contracting processes used and submit these records to the DEPARTMENT upon request.
vi. Complete construction to all applicable local, state and federal codes, as amended; including but not limited to the federal Americans with Disabilities Act (ADA) of 2010, as amended; the Persons with Disabilities Civil Rights Act, Act 220 of 1976, as amended; the Playground Equipment Safety Act, P.A. 16 of 1997, as amended; the Utilization of Public Facilities by Physically Limited Act, P.A. 1 of 1966, as amended; the Elliott-Larsen Civil Rights Act, Act 453 of 1976, as amended; and the 2013 Access Board's Final Guidelines for Outdoor Developed Areas.
vii. Bury all new utilities within the project area.
viii. Correct any deficiencies discovered at the final inspection within 90 days of written notification by the DEPARTMENT. These corrections shall be made at the GRANTEE'S expense and are eligible for reimbursement at the discretion of the DEPARTMENT and only to the degree that the GRANTEE'S prior expenditures made toward completion of the project are less than the grant amount allowed under this Agreement.

d. operate the project facilities for a minimum of their useful life as determined by the DEPARTMENT, to regulate the

use thereof to the satisfaction of the DEPARTMENT, and to appropriate such monies and/or provide such services as shall be necessary to provide such adequate maintenance.

e. provide to the DEPARTMENT for approval, a complete tariff schedule containing all charges to be assessed against the public utilizing the project area and/or any of the facilities constructed thereon, and to provide to the DEPARTMENT for approval, all amendments thereto before the effective date of such amendments. Preferential membership or annual permit systems are prohibited on grant-assisted sites, except to the extent that differences in admission and other fees may be instituted on the basis of residence. Nonresident fees shall not exceed twice that charged residents. If no resident fees are charged, nonresident fees may not exceed the rate charged residents at other comparable state and local public recreation facilities.
f. adopt such ordinances and/or resolutions necessary to effectuate the provisions of this Agreement; certified copies of all such ordinances and/or resolutions adopted for such purposes shall be forwarded to the DEPARTMENT before the effective date thereof.
g. separately account for any revenues received from the project area which exceed the demonstrated operating costs and to reserve such surplus revenues for the future maintenance and/or expansion of the GRANTEE'S park and outdoor recreation program.
h. furnish the DEPARTMENT, upon request, detailed statements covering the annual operation of the project area and/or project facilities, including income and expenses and such other information the DEPARTMENT might reasonably require.
i. maintain the premises in such condition as to comply with all federal, state, and local laws which may be applicable, and to make any and all payments required for all taxes, fees, or assessments legally imposed against the project area.
j. erect and maintain a sign on the property which designates this project as one having been constructed with the assistance of the MNRTF. The size, color and design of this sign shall be in accordance with DEPARTMENT specifications.
k. conduct a dedication/ribbon-cutting ceremony as soon as possible after the project is completed and the MNRTF sign is erected within the project area. At least 30 days prior to the dedication/ribbon-cutting ceremony, the DEPARTMENT must be notified in writing of the date, time, and location of the dedication/ribbon-cutting ceremony. GRANTEE shall provide notice of ceremony in the local media. Use of the grant program logo and a brief description of the program are strongly encouraged in public recreation brochures produced by the GRANTEE. At the discretion of the DEPARTMENT, the requirement to conduct a dedication/ribbon-cutting ceremony may be waived.

8. Only eligible costs and expenses incurred toward completion of the project facilities after execution of the Project Agreement shall be considered for reimbursement under the terms of this Agreement. Eligible engineering costs incurred toward completion of the project facilities beginning **January 1, 2021** and throughout the project period are also eligible for reimbursement. Any costs and expenses incurred after the project period shall be the sole responsibility of the GRANTEE.

9. To be eligible for reimbursement, the GRANTEE shall comply with DEPARTMENT requirements. At a minimum, the GRANTEE shall:

a. Submit a progress report every 180 days during the project period.
b. Submit complete requests for partial reimbursement when the GRANTEE is eligible to request at least 25 percent of the grant amount and construction contracts have been executed or construction by force account labor has begun.
c. Submit a complete request for final reimbursement **within 90 days of project completion and no later than 08/31/2023**. If the GRANTEE fails to submit a complete final request for reimbursement by **08/31/2023**, the DEPARTMENT may audit the project costs and expenses and make final payment based on documentation on file as of that date or may terminate this Agreement and require full repayment of grant funds by the GRANTEE.

10. During the project period, the GRANTEE shall obtain prior written authorization from the DEPARTMENT before adding, deleting or making a significant change to any of the project facilities as proposed. Approval of changes is solely at the discretion of the DEPARTMENT. Furthermore, following project completion, the GRANTEE shall obtain prior written authorization from the DEPARTMENT before implementing a change that significantly alters the project facilities as constructed and/or the project area, including but not limited to discontinuing use of a project facility or making a significant change in the recreational use of the project area. Changes approved by the DEPARTMENT pursuant to this Section may also require prior approval of the BOARD, as determined by the DEPARTMENT.

11. All project facilities constructed or purchased by the GRANTEE under this Agreement shall be placed and used at the project area and solely for the purposes specified in the application and this Agreement.

12. The project area and all facilities provided thereon, as well as the land and water access ways to them, shall be open to the general public at all times on equal and reasonable terms. No individual shall be denied ingress or egress thereto or the use thereof because of sex, race, color, religion, national origin, residence, age, height, weight, familial status, marital status, or disability.

13. Unless an exemption has been authorized by the DEPARTMENT pursuant to this Section, the GRANTEE hereby represents that it possesses fee simple title, free of all liens and encumbrances, to the project area. The fee simple title shall not be subject to: 1) any possibility of reversion or right of entry for condition broken or any other executory limitation which may result in defeasance of title or 2) to any reservation or prior conveyance of coal, oil, gas, sand, gravel or other mineral interests. For any portion of the project area that the GRANTEE does not possess in fee simple title, the GRANTEE hereby represents that it has:

a. Received an exemption from the DEPARTMENT before the execution of this Agreement, and
b. Received prior approval from the DEPARTMENT of a lease and/or easement for any portion of the property not held in fee simple title as indicated in written correspondence from the DEPARTMENT dated _____, and
c. Supplied the DEPARTMENT with an executed copy of the approved lease or easement, and
d. Confirmed through appropriate legal review that the terms of the lease or easement are consistent with GRANTEE'S obligations under this Agreement and will not hinder the GRANTEE'S ability to comply with all requirements of this Agreement. In no case shall the lease or easement tenure be less than 20 years from the date of execution of this Agreement.

14. The GRANTEE shall not allow any encumbrance, lien, security interest, mortgage or any evidence of indebtedness to attach to or be perfected against the project area or project facilities included in this Agreement.

15. None of the project area, nor any of the project facilities constructed under this Agreement, shall be wholly or partially conveyed in perpetuity, either in fee, easement or otherwise, or leased for a term of years or for any other period, nor shall there be any whole or partial transfer of the lease title, ownership, or right of maintenance or control by the GRANTEE except with the written approval and consent of the DEPARTMENT. The GRANTEE shall regulate the use of the project area to the satisfaction of the DEPARTMENT.

16. The assistance provided to the GRANTEE as a result of this Agreement is intended to have a lasting effect on the supply of outdoor recreation, scenic beauty sites, and recreation facilities beyond the financial contribution alone and permanently commits the project area to Michigan's outdoor recreation estate, therefore:

a. The GRANTEE agrees that lands in the project area are being acquired with MNRTF assistance and shall be maintained in public outdoor recreation use in perpetuity. No portion of the project area shall be converted to other than public outdoor recreation use without the approval of the DEPARTMENT. The DEPARTMENT shall approve such conversion only upon such conditions as it deems necessary to assure the substitution by GRANTEE of other outdoor recreation properties of equal or greater market value and of reasonably equivalent usefulness and location. Such substituted land shall become part of the project area and will be subject to all the provisions of this Agreement.
b. Approval of a conversion shall be at the sole discretion of the DEPARTMENT.
c. Before completion of the project, the GRANTEE and the DEPARTMENT may mutually agree to alter the project area through an amendment to this Agreement to provide the most satisfactory public outdoor recreation area.

17. Should title to the lands in the project area or any portion thereof be acquired from the GRANTEE by any other entity through exercise of the power of eminent domain, the GRANTEE agrees that the proceeds awarded to the GRANTEE shall be used to replace the lands and project facilities affected with outdoor recreation lands and project facilities of equal or greater market value, and of equal or greater usefulness and location. The DEPARTMENT and BOARD shall approve such replacement only upon such conditions as it deems necessary to assure the replacement by GRANTEE of other outdoor recreation properties and project facilities of equal or greater market value and of equal or greater usefulness and location. Such replacement land shall be subject to all the provisions of this Agreement.

18. The GRANTEE acknowledges that:

a. The GRANTEE has examined the project area and has found the property safe for public use or actions will be taken by the GRANTEE before beginning the project to assure safe use of the property by the public, and

b. The GRANTEE is solely responsible for development, operation, and maintenance of the project area and project facilities, and that responsibility for actions taken to develop, operate, or maintain the property is solely that of the GRANTEE, and
c. The DEPARTMENT'S involvement in the premises is limited solely to the making of a grant to assist the GRANTEE in developing the project site.

19. The GRANTEE assures the DEPARTMENT that the proposed State-assisted action will not have a negative effect on the environment and, therefore, an Environmental Impact Statement is not required.

20. The GRANTEE hereby acknowledges that this Agreement does not require the State of Michigan to issue any permit required by law to construct the outdoor recreational project that is the subject of this Agreement. Such permits include, but are not limited to, permits to fill or otherwise occupy a floodplain, and permits required under Parts 301 and 303 of the Natural Resources and Environmental Protection Act, Act 451 of the Public Acts of 1994, as amended. It is the sole responsibility of the GRANTEE to determine what permits are required for the project, secure the needed permits and remain in compliance with such permits.

21. Before the DEPARTMENT will approve plans, specifications, or bid documents; or give approval to the GRANTEE to advertise, seek quotes, or incur costs for this project, the GRANTEE must provide documentation to the DEPARTMENT that indicates either:

a. It is reasonable for the GRANTEE to conclude, based on the advice of an environmental consultant, as appropriate, that no portion of the project area is a facility as defined in Part 201 of the Michigan Natural Resources and Environmental Protection Act, Act 451 of the Public Acts of 1994, as amended;
or
b. If any portion of the project area is a facility, documentation that Department of Environment, Great Lakes and Energy-approved response actions have been or will be taken to make the site safe for its intended use within the project period, and that implementation and long-term maintenance of response actions will not hinder public outdoor recreation use and/or the resource protection values of the project area.

22. If the DEPARTMENT determines that, based on contamination, the project area will not be made safe for the planned recreation use within the project period, or another date established by the DEPARTMENT in writing, or if the DEPARTMENT determines that the presence of contamination will reduce the overall usefulness of the property for public recreation and resource protection, the grant may be cancelled by the DEPARTMENT with no reimbursement made to the GRANTEE.

23. The GRANTEE shall acquire and maintain insurance which will protect the GRANTEE from claims which may arise out of or result from the GRANTEE'S operations under this Agreement, whether performed by the GRANTEE, a subcontractor or anyone directly or indirectly employed by the GRANTEE, or anyone for whose acts may hold them liable. Such insurance shall be with companies authorized to do business in the State of Michigan in such amounts and against such risks as are ordinarily carried by similar entities, including but not limited to public liability insurance, worker's compensation insurance or a program of self-insurance complying with the requirements of Michigan law. The GRANTEE shall provide evidence of such insurance to the DEPARTMENT at its request.

24. Nothing in this Agreement shall be construed to impose any obligation upon the DEPARTMENT to operate, maintain or provide funding for the operation and/or maintenance of any recreational facilities in the project area.

25. The GRANTEE hereby represents that it will defend any suit brought against either party which involves title, ownership, or any other rights, whether specific or general rights, including appurtenant riparian rights, to and in the project area of any lands connected with or affected by this project.

26. The GRANTEE is responsible for the use and occupancy of the premises, the project area and the facilities thereon. The GRANTEE is responsible for the safety of all individuals who are invitees or licensees of the premises. The GRANTEE will defend all claims resulting from the use and occupancy of the premises, the project area and the facilities thereon. The DEPARTMENT is not responsible for the use and occupancy of the premises, the project area and the facilities thereon.

27. Failure by the GRANTEE to comply with any of the provisions of this Agreement shall constitute a material breach of this Agreement.

28. Upon breach of the Agreement by the GRANTEE, the DEPARTMENT, in addition to any other remedy provided by law, may:

a. Terminate this Agreement; and/or
b. Withhold and/or cancel future payments to the GRANTEE on any or all current recreation grant projects until the violation is resolved to the satisfaction of the DEPARTMENT; and/or
c. Withhold action on all pending and future grant applications submitted by the GRANTEE under the Michigan Natural Resources Trust Fund, Land and Water Conservation Fund and Recreation Passport Grant Program; and/or
d. Require repayment of grant funds already paid to GRANTEE; and/or
e. Require specific performance of the Agreement.

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

30. The GRANTEE agrees that the benefit to be derived by the State of Michigan from the full compliance by the GRANTEE with the terms of this Agreement is the preservation, protection and net increase in the quality of public outdoor recreation facilities and resources which are available to the people of the State and of the United States and such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State of Michigan by way of assistance under the terms of this Agreement. The GRANTEE agrees that after final reimbursement has been made to the GRANTEE, repayment by the GRANTEE of grant funds received would be inadequate compensation to the State for any breach of this Agreement. The GRANTEE further agrees therefore, that the appropriate remedy in the event of a breach by the GRANTEE of this Agreement after final reimbursement has been made shall be the specific performance of this Agreement.

31. The GRANTEE shall return all grant money if the project area or project facilities are not constructed, operated or used in accordance with this Agreement.

32. The GRANTEE agrees not to discriminate against an 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 religion, race, color, national origin, age, sex, sexual orientation, height, weight, marital status, partisan considerations, or a disability or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. The GRANTEE further agrees that any subcontract shall contain non-discrimination provisions which are not less stringent than this provision and binding upon any and all subcontractors. A breach of this covenant shall be regarded as a material breach of this Agreement.

33. The DEPARTMENT shall terminate this Agreement and recover grant funds paid if the GRANTEE or any subcontractor, manufacturer, or supplier of the GRANTEE appears in the register compiled by the Michigan Department of Licensing and Regulatory Affairs pursuant to Public Act No. 278 of 1980.

34. The GRANTEE may not assign or transfer any interest in this Agreement without prior written authorization of the DEPARTMENT.

35. The rights of the DEPARTMENT under this Agreement shall continue in perpetuity.

If this Agreement is approved by Resolution, a true copy must be attached to this Agreement. A sample Resolution is on the next page.

SAMPLE RESOLUTION
(Development)

Upon motion made by _____, seconded by _____, the following Resolution was adopted:

"RESOLVED, that the _____, Michigan, does hereby accept the terms of the Agreement as received from the Michigan Department of Natural Resources, and that the _____ does hereby specifically agree, but not by way of limitation, as follows:

1. To appropriate all funds necessary to complete the project during the project period and to provide _____($_____) dollars to match the grant authorized by the DEPARTMENT.

2. To maintain satisfactory financial accounts, documents, and records to make them available to the DEPARTMENT for auditing at reasonable times.

3. To construct the project and provide such funds, services, and materials as may be necessary to satisfy the terms of said Agreement.

4. To regulate the use of the facility constructed and reserved under this Agreement to assure the use thereof by the public on equal and reasonable terms.

5. To comply with any and all terms of said Agreement including all terms not specifically set forth in the foregoing portions of this Resolution."

The following aye votes were recorded: _____
The following nay votes were recorded: _____

STATE OF MICHIGAN)
) ss
COUNTY OF _____)

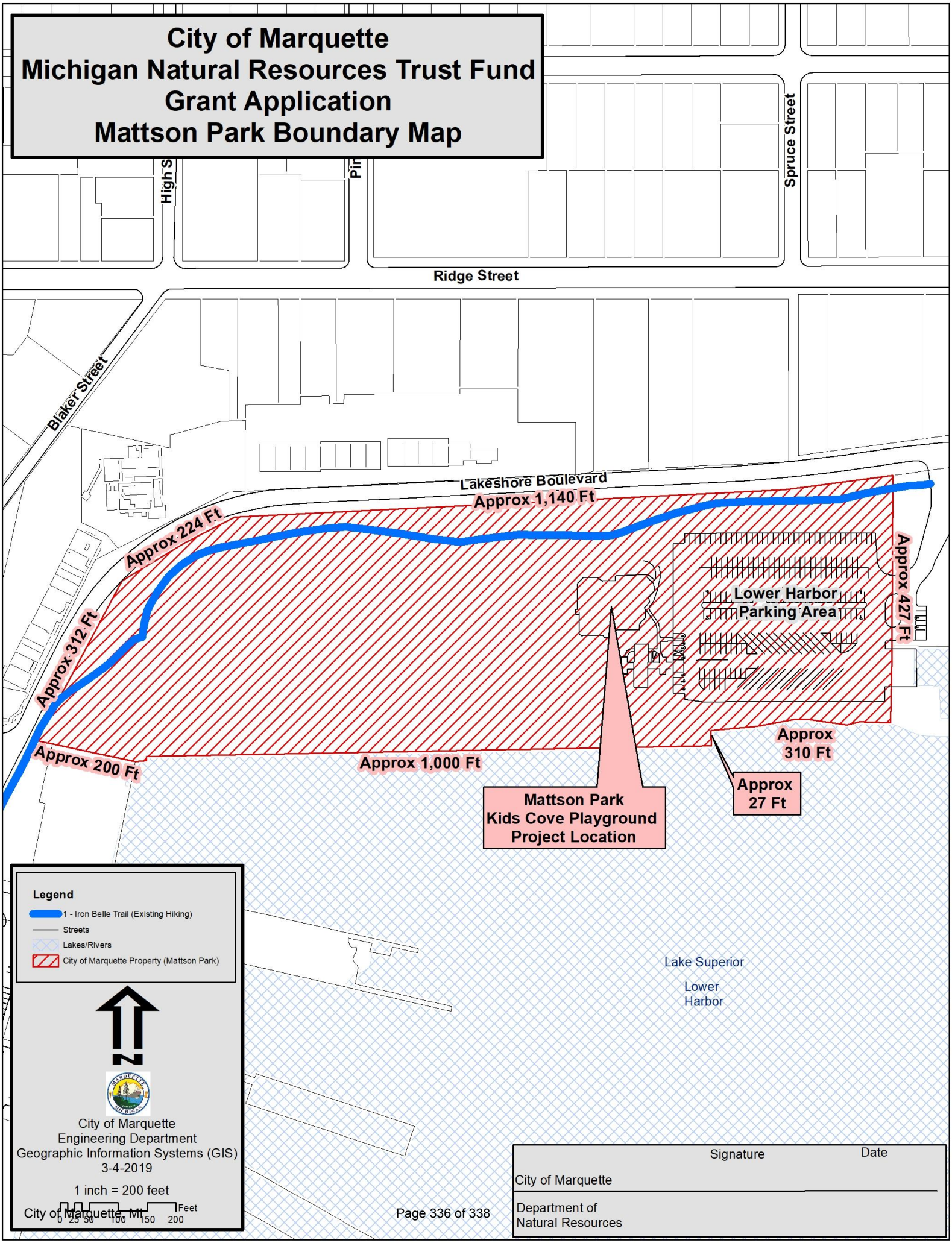
I, _____, Clerk of the _____, Michigan, do hereby certify that the above is a true and correct copy of the Resolution relative to the Agreement with the Michigan Department of Natural Resources, which Resolution was adopted by the _____ at a meeting held _____.

_____
Signature

_____
Title

_____
Date

City of Marquette
Michigan Natural Resources Trust Fund
Grant Application
Mattson Park Boundary Map



City of Marquette
Engineering Department
Geographic Information Systems (GIS)
3-4-2019

1 inch = 200 feet

0 25 50 100 150 200 Feet

City of Marquette, MI

Signature	Date
City of Marquette	
Department of Natural Resources	

Agenda Date: 6/14/2021

New Business
Short-term Rental Resolution- Roll Call Vote

BACKGROUND:

The Marquette City Commission passed an ordinance regulating short-term rentals in 2017. Since that time, the City has enforced local control to place reasonable regulations on short-term rentals to ensure they are balancing the needs of long-term residents and those of visitors to the community.

House Bill 4722 and Senate Bill 446 seek to prohibit local communities from imposing certain regulations on homeowners wishing to convert their properties into short-term vacation rentals. These bills remove control from the entities best suited to determine the needs of their communities. The City of Marquette has been asked to pass a resolution in opposition to these bills.

FISCAL EFFECT:

None.

RECOMMENDATION:

Approve the Resolution opposing House Bill 4722 and Senate Bill 446, and authorize the Mayor to sign the Resolution.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- Resolution

Resolution Opposing Short Term Rental Legislation

WHEREAS, the City of Marquette receives a substantial amount of visitors and tourists requiring a range of lodging options; and,

WHEREAS, the City of Marquette works to protect and enhance its residential neighborhoods while balancing the needs and wants of visitors; and,

WHEREAS, the City Commission adopted an ordinance regulating short-term rentals in 2017 to protect the interests and quality of life for residents and businesses; and,

WHEREAS, the City of Marquette believes that local governments are best positioned to know the unique needs of a community and determine the delicate balance between residential and commercial uses, and between residents and investment property owners; and,

WHEREAS, Senate Bill 446 and House Bill 4722 would eliminate the ability of local governments to regulate short-term rentals in residential neighborhoods:

NOW THEREFORE BE IT RESOLVED, the Marquette City Commission, in an effort to help retain local control over the ability of local governments to regulate the short term rental of residential properties, opposes Senate Bill 446 and House Bill 4722 and urges its representatives to do the same.

Dated this 14th day of June, 2021.

_____
Jennifer A. Smith
Mayor