

City of Marquette, MI



Meeting Agenda City Commission

**Monday, July 8, 2024
6:00 PM
Commission Chambers**

300 West Baraga Ave
Marquette, Michigan 49855

Call to Order, Pledge of Allegiance and Roll Call

Approval of the Agenda

Announcements

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

Presentation(s)

1. Police-Fire Pension Board, by Chair Mike Archocosky

Public Hearing(s)

2. Land Development Code Amendments
3. **Consent Agenda**
 - 3.a. Approve the minutes of the June 24, 2024 regular Commission meeting
 - 3.b. Approve the total bills payable in the amount of \$1,582,321.30
 - 3.c. MERS Annual Meeting - Officer Delegate Appointment
 - 3.d. Schedule Public Hearing - Rezoning of 446 E. Crescent Street

New Business

4. ITRON Managed Services
5. Naming - Nheena Weyer Ittner Skatepark

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

Comments from the Commission

Comments from the City Manager

Adjournment

Kyle Whitney, City Clerk

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

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 7/8/2024

Public Hearing(s) **Land Development Code Amendments**

BACKGROUND:

On May 21, 2024, the Planning Commission conducted a Public Hearing for the consideration of a comprehensive set of amendments to the Land Development Code that had been the subject of several months of work and refinement before this meeting. After considering the proposed amendments and conducting a Public Hearing, the Planning Commission approved the following motion:

It was moved by K. Clegg, seconded by M. Rayner, and carried 9-0 that after review of the draft Land Development Code (LDC) amendments presented as case 01-ZOA-05-2024, and after conducting a public hearing and careful consideration of the contents of the draft LDC amendments, the Planning Commission finds that the draft LDC amendments are consistent with the recommendations, goals, and policy objectives of the Community Master Plan, comply with section 54.1405 of the Land Development Code and therefore are justified and appropriate and therefore should be approved by the City Commission with the following amendment – that the last sentence of item 54.1003(F)(2) be amended to state that wood other than cedar must be treated.

In the attached Ordinance text, strikethroughs indicate repealed Land Development Code content, while yellow highlights indicate newly added material. The text amendment mentioned in the Planning Commission motion has been made to the attached Ordinance #731 document.

FISCAL EFFECT:

None.

RECOMMENDATION:

Adopt Ordinance #731 in accordance with the recommendation from the Planning Commission.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

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

ORDINANCE #731

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

ARTICLE 2 - DEFINITIONS

ARTICLE 3 – ZONING DISTRICTS AND MAP

ARTICLE 4 – SCHEDULE AND REGULATIONS

ARTICLE 5 – SUPPLEMENTAL ZONING DISTRICT STANDARDS

ARTICLE 6 – STANDARDS APPLICABLE TO SPECIFIC LAND USES

ARTICLE 7 – GENERAL PROVISIONS

ARTICLE 9 – PARKING, LOADING AND ACCESS MANAGEMENT

ARTICLE 10 – LANDSCAPING AND SCREENING

ARTICLE 11 – SIGNS

ARTICLE 14 – ADMINISTRATIVE PROCEDURES

ARTICLE 15 – VIOLATIONS, PENALTIES, AND ENFORCEMENT

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

SECTION 1. Article 2- Definitions

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

Article 2 Definitions

Section 54.202 Specific Terms

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Remodel: To alter a structure.

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

SECTION 2. Article 3 – Zoning Districts and Map

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

Article 3 Zoning Districts and Map

Section 54.306 Permitted Uses by District

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

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

Land Use	LDR	MDR	MFR	MHP	MU	CBD	GC	RC	M	C	I-M	CR	BLP	Use Standards
Residential Uses														
Adult Foster Care, Family Home	P	P	P	P	P	P								
Adult Foster Care, Large Group Home			S											Section 54.602
Adult Foster Care, Small Group Home	P	P	P		P									Section 54.602
Child or Day Care, Family Home	P	P	P	P	P	P								
Child or Day Care, Group Home	PS	PS	PS		PS									Section 54.608
Dwelling, Accessory Unit	P	P	P		P	P								Section 54.612
Dwelling, Intentional Community	S	S	S		S	S								Section 54.614
Dwelling, Live/Work					P	P								Section 54.615
Dwelling, Multiple-Family, 5+ dwelling units			P		P	P								Section 54.616
Dwelling, Single-Family Attached			P		P	S								
Dwelling, Single-Family Detached	P	P	P		P	S								Section 54.617
Dwelling, Two-Family (Duplex)	PS	PS	P		P	P								Section 54.613
Dwelling, Triplex	S	P	P		P	P								
Dwelling, Quadplex	S	S	P		P	P								
Foster Family Group Home	S	S	S		S	S								
Foster Family Home	P	P	P		P	P								
Home Occupation	P	P	P		P	P								Section 54.621
Home Office	P	P	P		P	P								Section 54.622
Mobile Home Park				P										Section 54.631
Nursing Home, Convalescent Home, Extended Care Facility, Assisted Living Facility			S		S	S								Section 54.633
Residential Limited Animal Keeping	P	P												Section 54.643
Lodging Uses														
Bed and Breakfast			S		S	S								Section 54.603
Bed and Breakfast Inn					S	S								Section 54.604
Domestic Violence Abuse Shelter			S		S	S								Section 54.610
Fraternity or Sorority House			S		S	S								
Halfway House			S		S									Section 54.620
Homeless Shelter					S	S								Section 54.623
Homestays and Vacation Home Rentals	P	P	P		P	P								Section 54.624
Hospital Hospitality House			S		S	S								Section 54.626
Hostel			S		S	S	S							Section 54.644
Hotel or Motel					S	S	P	P						

Land Use	LDR	MDR	MFR	MHP	MU	CBD	GC	RC	M	C	I-M	CR	BLP	Use Standards
Rooming House			S		S	S	S							Section 54.644
Supportive Housing Facility, Transitional and/or Permanent	S	S	P		S	S								Section 54.647
Medical Uses														
Emergency Services					P	P	P	P						
Health Services					P	P	P	P						
Hospice					P	P	P	P						
Hospital			S		S	S	S	S						Section 54.625
Medical Hospital Related Accessory Uses					P	P	P	P						Section 54.634
Medical Hospital Related Office or Uses					P	P	P	P						
Office, Medical					P	P	P	P			P			Section 54.634
Veterinary Clinic (Domestic Animals Only)					P	P	P	P			P			
Public and Quasi-Public Uses														
Cemetery	S	S	S						P	P				Section 54.606
Public or Governmental Building	S	S	S		P	P	P	P	P	P	P	P	P	
Recreational Use, Land Intensive												S	S	Section 54.641
Recreational Use, Public	S	S	S		S	S	S	S	P	P		P	P	
Religious Institution	S	S	S		P	S	P	P			P			Section 54.642
School, Primary or Secondary	S	S	S		S	S			P	P				Section 54.645
School, University		S	S		S	S			P	P				Section 54.607
Commercial and Retail Uses														
Adult Entertainment Uses											S			Section 54.601
Bar					S	P	P	P						
Child Care Center or Day Care Center	PS	PS			P	PS	P	P						Section 54.609
Drive-Through Uses					P	P	P	P						Section 54.611
Farmers' Markets					P	P	P	P	P	P				Section 54.618
Gasoline Service Stations Fuel Dispensing Uses, including Service Stations					S	S	P	P	P	P	P		P	
Indoor Recreation					P	P	P	P	P	P	P			
Light Vehicle/Equipment Sales and Display						P	P	P						Section 54.628
Office, Professional					P	P	P	P	P	P	P			Section 54.634
Off-street Parking Lot			S		S	S	S	S	S	S	S		S	
Outdoor Entertainment and Community Events (Principal Use or Accessory Use)					S	P	S	S	P	P		P		Section 54.636 (C) or (D)
Outdoor Entertainment and Community Events (Temporary Use)	P	P	P	P	P	P	P	P	P	P	P	P	P	Section 54.636(B)
Outdoor Alcoholic Beverage Service					S	P	P	P				SP		Section 54.637
Outdoor Food & Non-Alcoholic Beverage Service					P	P	P	P				P		Section 54.638
Outdoor Recreation			S		P	P	P	P	P	P		P	P	
Pet Boarding Facility							S	S			S			
Restaurant, Indoor Service					P	P	P	P						
Restaurant with Outdoor Alcoholic Beverage Service					S	P	P	P				S		Section 54.637
Restaurant with Outdoor Food & Non-Alcoholic Beverage Service					P	P	P	P				P		Section 54.638
Retail Business, Indoor					P	P	P	P			P			
Retail Business, Outdoor Permanent							S	S			S			

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

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

Land Use	LDR	MDR	MFR	MHP	MU	CBD	GC	RC	M	C	I-M	CR	BLP	Use Standards
Industrial Uses														
Major Repair and Maintenance Operations											S		P	Section 54.627
Manufacturing, Heavy											S		P	Section 54.627
Manufacturing, Light					S	S	S	S			P			Section 54.627
Manufacturing, Light – Low Impact					P	P	P	P	P	P	P		P	Section 54.627
Manufacturing, Light – Medium Impact					S	S	S	S	P	S	P		P	Section 54.627
Natural Resource Extraction Operations												S		Section 54.631
Port Facilities and Docks									S	S		S	S	Section 54.640
Railroad Facilities											P			
Storage, Bulk								S			S		P	Section 54.605
Utility Electrical Power Generation													P	
Warehousing/Storage Facilities								S			P		P	
Wholesale Trade Establishment							P	P			P			
Wholesaling Operations								S			P			
Other Uses														
Accessory Building or Structure	P	P	P		P	P	P	P	P	P	P	P	P	Section 54.705
Accessory Use, Non-Single Family Residential Lots	P	P	P		PS	PS	PS	PS	PS	PS	PS	PS	PS	
Accessory Use, Single-Family Residential Lots	P	P	P		P	S								
Agriculture-Like Operation, including Forestry									P	P		P	P	
Food Production, Minor	P	P	P	P	P	P	P	P	P	P	P	P	P	Section 54.619
Marihuana Designated Consumption Establishment						S	S							Section 54.629
Marihuana Educational Research						S	S	S		S	S			Section 54.629
Marihuana Grower – Class A						S	S	S			S			Section 54.629
Marihuana Grower – Class B							S	S			S			Section 54.629
Marihuana Grower – Class C							S	S			S			Section 54.629
Marihuana Grower _ Excess							S	S			S			Section 54.629
Marihuana Microbusiness- Class A and Light Manufacturing						S	S	S			S			Section 54.629
Marihuana Microbusiness- Heavy Manufacturing											S			Section 54.629
Marihuana Processor- Light Manufacturing						S	S	S			S			Section 54.629
Marihuana Processor – Heavy Manufacturing											S			Section 54.629
Marihuana Retailer						S	S	S			S			Section 54.629
Marihuana Safety Compliance Facilities					S	S	S	S			S			Section 54.629
Marihuana Secure Transporters							S	S			S			Section 54.629
Small Wind Energy Systems, Roof-Mounted	P	P	P	P	P	P	P	P	P	P	P	P	P	Section 54.648
Small Wind Energy Systems, Tower-Mounted							S	S	S	S	S	S	S	Section 54.648

Solar Energy Systems <20kw – Accessory Use	P	P	P	P	P	P	P	P	P	P	P	P	P	Section 54.647
Solar Energy Systems ≥20kw to 2 MW – Accessory Use	S	S	S	S	S	S	S	S	P	P	P	S	P	Section 54.647
Solar Energy Systems ≥20kw to 2 MW – Principal Use (Non-residential)					S	S	S	P	P	P	P	S	P	Section 54.647
Recycling Collection and Transfer Stations									S					
Structures between the shoreline of Lake Superior and the pavement of the nearest public street or highway.									S	S		S		
Wireless Telecommunications Facilities						S	S	S	P	P	P	S	P	Section 54.648 ⁵⁰
Marquette Downtown Waterfront District Form-Based Code (see Section 54.321)														
Third Street Corridor Form-Based Code (see Section 54.322)														

Section 54.307 LDR, Low Density Residential District

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

(B) Permitted Principal Uses	(C) Special Land Uses
- Accessory Building or Structure - Accessory Use, Non-Single Family Residential Lots - Accessory Use, Single-Family Residential Lots - Adult Foster Care, Family Home - Adult Foster Care, Small Group Home - Child Care Center or Day Care Center - Child or Day Care, Family Home - Child or Day Care, Group Home - Dwelling, Accessory Unit - Dwelling, Two-Family (Duplex) - Dwelling, Single-Family Detached - Food Production, Minor - Foster Family Home - Home Occupation - Home Office - Homestays and Vacation Home - Outdoor Entertainment and Community Events (Temporary) - Residential Limited Animal Keeping - Small Wind Energy Systems, Roof-Mounted - Solar Energy Systems, <20kw- Accessory Use	- Cemetery Child Care Center or Day Care Center Child or Day Care, Group Home - Dwelling, Intentional Community Dwelling, Two-Family (Duplex) - Dwelling, Quadplex - Dwelling, Triplex - Foster Family Group Home - Public or Governmental Building - Recreational Use, Public - Religious Institution - School, Primary or Secondary - Solar Energy Systems, ≥20kw to 2 MW - Accessory Use - Supportive Housing Facility, Transitional and/or Permanent

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

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

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

Section 54.308 MDR, Medium Density Residential District

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

(B) Permitted Principal Uses	(C) Special Land Uses
- Accessory Building or Structure - Accessory Use, Non-Single Family Residential Lots - Accessory Use, Single-Family Residential Lots - Adult Foster Care, Family Home - Adult Foster Care, Small Group Home - Child or Day Care, Family Home - Child or Day Care, Group Home - Child Care Center or Day Care Center - Dwelling, Accessory Unit - Dwelling, Two-Family (Duplex) - Dwelling, Triplex - Dwelling, Single-Family Detached - Food Production, Minor - Foster Family Home - Home Occupation - Home Office - Homestays and Vacation Home - Outdoor Entertainment and Community Events (Temporary) - Residential Limited Animal Keeping - Small Wind Energy Systems, Roof-Mounted - Solar Energy Systems, <20kw- Accessory Use	- Cemetery - Child Care Center or Day Care Center Child or Day Care, Group Home - Dwelling, Intentional Community Dwelling, Two-Family (Duplex) - Dwelling, Quadplex - Foster Family Group Home - Hospital Hospitality House - Public or Governmental Building - Recreational Use, Public - Religious Institution - School, Primary or Secondary - School, University - Solar Energy Systems, ≥20kw to 2 MW - Accessory Use - Supportive Housing Facility, Transitional and/or Permanent
Where there is a discrepancy between Section 54.306 and this table, Section 54.306 shall prevail.	

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

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

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

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

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

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

Section 54.309 MFR, Multiple Family Residential District

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

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

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

(E) Dimensional Regulations for 3-4 Dwelling Units and other uses identified in Section 54.309			
Lot, Coverage, and Building Height Standards		Minimum Setbacks	
Min. Lot Area (sq. ft.)	9,000 (E)	Front Yard (ft.)	15 (A)
Min. Lot Width (ft.)	75 (E)	Side Yard (one) (ft.)	10 (H) , (L) , (M)
Max. Impervious Surface Coverage (%)	(S or T)	Side Yard (total of 2) (ft.)	20 (H) , (L) , (M)
Max. Building Height of Primary Building (ft.) (Q)	36.5 (M) , (N)	Rear Yard (ft.)	30 (H) , (L) , (M)
Max. Building Height of Accessory Building	(L) & Sec 64.616(C)	Required Buffer & Greenbelt	(U)
Max. Building Height (stories)	-		
Max. Lot Coverage/ Ground Coverage	0.20 0.50		
Where there is a discrepancy between Article 4 and this table, Article 4 shall prevail.			

Section 54.310

MHP, Mobile Home Park District

(B) Permitted Principal Uses	(C) Special Land Uses
- Adult Foster Care, Family Home - Child or Day Care, Family Home - Food Production, Minor - Mobile Home Park - Outdoor Entertainment and Community Events (Temporary) Small Wind Energy Systems, Roof-Mounted Solar Energy Systems, <20kw- Accessory Use	Solar Energy Systems, ≥20kw to 2 MW - Accessory Use
Where there is a discrepancy between Section 54.306 and this table, Section 54.306 shall prevail.	

Section 54.311 M-U, Mixed-Use District

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

Section 54.312 CBD, Central Business District

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

(D) Dimensional Regulations

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

Section 54.313 GC, General Commercial District

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

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

Section 54.314 RC, Regional Commercial District

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

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

Section 54.315 M, Municipal District

(B) Permitted Principal Uses	(C) Special Land Uses
• Accessory Building or Structure • <u>Accessory Use, Non-Single Family Residential Lots</u> • Agriculture-Like Operation, including Forestry • Cemetery • Farmers' Markets • Food Production, Minor • <u>Fuel Dispensing Uses, including Service Stations</u> • Indoor Recreation • <u>Manufacturing, Light – Low Impact</u> • <u>Manufacturing, Light – Medium Impact</u> • Office, Professional • Outdoor Entertainment and Community Events (Principal, Temporary, or Accessory Use) • Outdoor Recreation • Public or Governmental Building • Recreational Use, Public • School, Primary or Secondary • School, University • <u>Small Wind Energy Systems, Roof-Mounted</u> • <u>Solar Energy Systems, <20kw- Accessory Use</u> • <u>Solar Energy Systems, ≥20kw to 2 MW - Accessory Use</u> • <u>Solar Energy Systems, ≥20kw to 2 MW - Principal Use (Non-residential)</u> • Storage, Open • Wireless Telecommunications Facilities	• Accessory Use, Non-Single Family Residential Lots • <u>Off-street Parking Lot</u> • Port Facilities and Docks • Recycling Collection and Transfer Stations • <u>Small Wind Energy Systems, Tower-Mounted</u> • Structures between the shoreline of Lake Superior and the pavement of the nearest public street or highway.
Where there is a discrepancy between Section 54.306 and this table, Section 54.306 shall prevail.	

Section 54.316 C, Civic District

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

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

Section 54.317 IM, Industrial/Manufacturing District

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

Section 54.318 CR, Conservation and Recreation District

(B) Permitted Principal Uses	(C) Special Land Uses
• Accessory Building or Structure • <u>Accessory Use, Non-Single Family Residential Lots</u> • Agriculture-Like Operation, including Forestry • Food Production, Minor • Outdoor Entertainment and Community Events (Accessory, Temporary, and Principal) • Outdoor Alcoholic Beverage Service • Outdoor Food and Non-Alcoholic Beverage Service • Outdoor Recreation • Public or Governmental Building	• Accessory Use, Non-Single Family Residential Lots • Natural Resource Extraction Operations • <u>Outdoor Alcoholic Beverage Service</u> • Port Facilities and Docks • Recreational Use, Land Intensive • <u>Restaurant with Outdoor Alcoholic Beverage Service</u> • <u>Small Wind Energy Systems, Tower-Mounted</u> • <u>Solar Energy Systems, ≥20kw to 2 MW - Accessory Use</u> • <u>Solar Energy Systems, ≥20kw to 2 MW - Principal Use</u>

- Recreational Use, Public - Restaurant with Outdoor Food & Non-Alcoholic Beverage Service - Small Wind Energy Systems, Roof-Mounted - Solar Energy Systems, <20kw- Accessory Use - Storage, Open	(Non-residential) - Structures between the shoreline of Lake Superior and the pavement of the nearest public street or highway. - Wireless Telecommunications Facilities
Where there is a discrepancy between Section 54.306 and this table, Section 54.306 shall prevail.	

Section 54.319 BLP, Board of Light and Power District

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

Section 54.320 RO, Riparian Overlay District

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

(K) Definitions

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

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

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

USE	G3	G5	NL	WWZ	WF	F5
A. RESIDENTIAL						
Dwelling Units (see Article 6)	P	P	P	P	P	P
Bed and Breakfasts (see Section 54.603)	P	P	P	P	P	P
Bed and Breakfast Inns (see Section 54.604)	P	P	P	P	P	P
Adult Foster Care Family Home	P	P	P	P	P	P
Family Day Care Homes	P	P	P	P	P	P
Foster Family Homes	P	P	P	P	P	P
Domestic Violence Shelter (see Section 54.610)	P	P	P	P	P	P
Homestays (see Section 54.624)	P	P	P	P	P	P
Vacation Home Rentals (see Section 54.624)	P	P	P	P	P	P
Home Office (see Section 54.622)	P	P	P	P	P	P
Home Occupation (see Section 54.621)	P	P	P	P	P	P
Group Day Care Home (Section 54.608)	PS	PS	PS	PS	PS	PS
Foster Family Group Home	S	S	S	S	S	S
Halfway House (Section 54.620)	S	S	S	S	S	S
Homeless Shelter (Section 54.623)	S	S	S	S	S	S
B. RETAIL						
Retail Service	P	P		P	P	P
Retail Specialty	P	P		P	P	P
Retail Trade	P	P		P	P	P
C. CIVIC						
Community uses open to the public including: meeting halls; libraries; schools; police and fire stations; post offices (retail operations only, no primary distribution facilities); places of worship; museums; cultural, visual and performing art centers; and government functions open to the public.	P	P		P	P	P
D. COMMERCE						
Executive, Administrative, and Professional Offices (See Section 54.634)	P	P		P	P	P
Medical and Dental Offices, and Clinics (See Section 54.634)	P	P		P	P	P
Day Care Centers (See Section 54.609)	P	P		P	P	P
On-premise Alcohol Sales	P	P		P	P	P
Outdoor Alcoholic Beverage Service (See Section 54.637)	P	P		P	P	P
Outdoor Food and Non-Alcoholic Beverage Service (See Section 54.638)	P	P		P	P	P
All of the Civic Use Categories Except Passenger Terminals	P	P		P	P	P
All of the Retail Use Categories	P	P		P	P	P
Parking Lot Facilities and Structures, including a parking lot attendant shelter.	SP	SP		SP	SP	SP
Outdoor Recreation.	P	P		P	P	P
E. LIGHT INDUSTRIAL						
Light Manufacturing (See Section 54.627)	P	P		P	P	P
Waterfront Related Repair and Maintenance	P	P		P	P	P
Mooring and Docking of Boats	P	P		P	P	P
Winter Storage of Watercraft Between the Dates of October 1st and May 30th	P	P		P	P	P
F. OTHER						
Wireless Telecommunications Facilities (See Section 54.648)	S	S		S	S	S
Outdoor Entertainment and Community Events (See Section 54.636)	P	P		S	S	S
Recreation Use, Public	S	S		S	S	S
Marihuana Educational Research (See Section 54.629)	S	S		S	S	S
Marihuana Microbusiness – Class A and Light Manufacturing (See Section 54.629)	S	S		S	S	S
Marihuana Retailer (See Section 54.629)	S	S		S	S	S
Marihuana Processor – Light Manufacturing (See Section 54.629)	S	S		S	S	S
Marihuana Safety Compliance Facility (See Section 54.629)	S	S		S	S	S
Marihuana Designated Consumption Establishment (See Section 54.629)	S	S				
Accessory Use, Non-Single Family Residential Lots	P	P		P	P	P
Solar Energy Systems <20kw – Accessory Use	P	P	P	P	P	P

Section 54.322 Third Street Corridor District Form-Based Code

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

Figure 14. T4 Standards

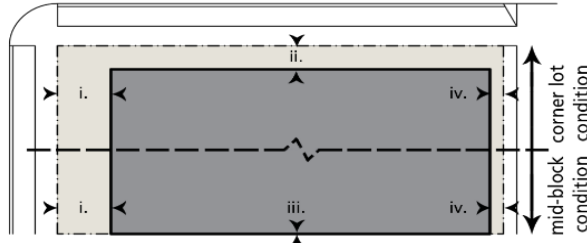
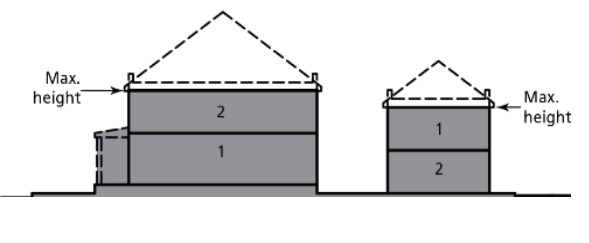
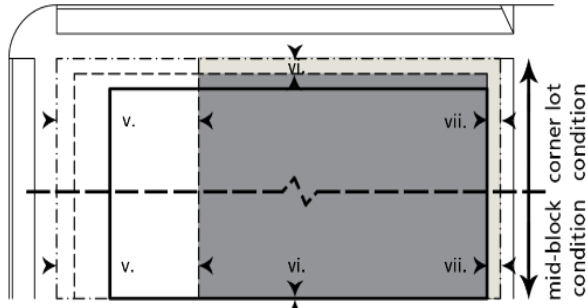
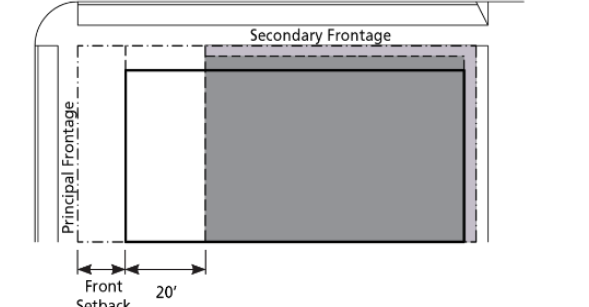
A. BUILDING PLACEMENT		B. BUILDING FORM	
PRINCIPAL BUILDING		HEIGHT	
			
i. Front Setback (Principal)	5 ft. – 18 ft.	PRINCIPAL BUILDING	
ii. Front Setback (Secondary)	5 ft. – 10 ft.	Stories	2
iii. Side Setback	0 ft. if attached to a neighboring structure; otherwise 3 ft.	To eave / parapet	30 ft. max.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

Figure 15. T5 Standards

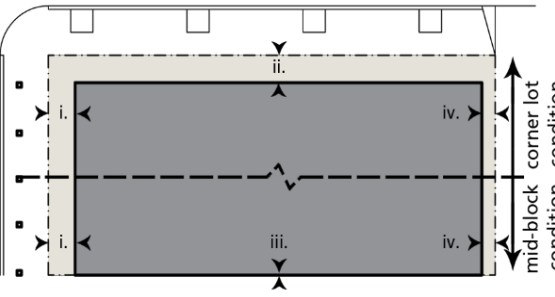
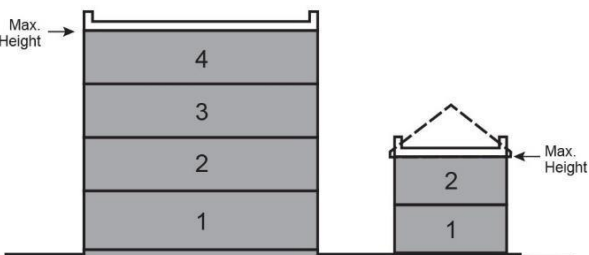
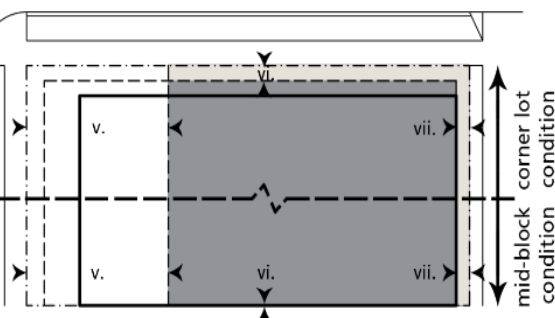
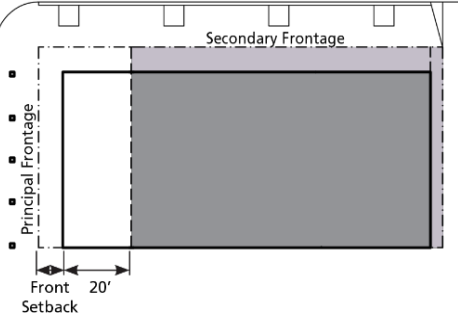
A. BUILDING PLACEMENT		B. BUILDING FORM	
PRINCIPAL BUILDING		HEIGHT	
			
i. Front Setback (Principal)	0 ft. – 18 ft.	PRINCIPAL BUILDING	
ii. Front Setback (Secondary)	0 ft. – 12 ft.	Stories	4 max.
iii. Side Setback	0 ft. – 6 ft.	To eave / parapet	48 ft. max.
iv. Rear Setback	3 ft. min.	OUTBUILDING	
Abutting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

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

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

(4) Fencing Standards.

- (a) Hedges in *frontage* fences shall be evergreen.
- (b) Wood *frontage* fences shall be painted or stained.
- (c) No single *frontage* fence horizontal panel shall exceed 42 inches in height along a *frontage* lot line. *Frontage* fence horizontal panels must be of open construction.
- (d) Private lot line fences, fences in the front or side yard, as well as fences completely on private property, must be of fifty-percent open construction (see examples in [Figure 21](#)), with the following conditions and exceptions:
 - (i) A fence in a front yard serves as a decorative landscape element, and must have at least 50% of the area of its vertical plane open to light and air from both sides. Picket fences, wrought iron fences, wood lattice, and combinations thereof are appropriate. Split-rail, wire-woven, mesh-like and other similar appearing fences, including those commonly referred to as cyclone and chain-link fences, and mesh-like fences commonly used to contain farm animals are prohibited.
 - (ii) Private lot line fences in the side yard shall not exceed 48 inches in height; in a rear yard private lot line fences shall be between 48 and 72 inches in height and may be of open or closed construction. See [Figure 23. Fence Locations](#).
 - (iii) A fence and/or wall in the side or rear yard for an approved commercial Outdoor Alcoholic Beverage Service Use, and for Outdoor Entertainment and Community Events uses approved by a Special Land Use permit, may be up to eight (8) feet in height and of solid/opaque construction for the purposes of visual and noise screening of that particular use.
 - (iv) A solid/screening fence is allowed along the lot line that has a commercial off-street parking lot abutting a residential use, **and may be up to six (6) feet in height in the side yard.**
- (e) **Dog Pens and Runs.** Section 10-42 of the City Code states, “Dog pens and runs shall not be placed in front yards. Such pens shall be located not less than ten feet from adjacent properties unless a six-foot solid screen obscuring fence is constructed to separate the pen and run from adjacent property. For purposes of this article, any enclosed area used exclusively to contain a dog shall be considered a dog pen or dog run”.

(8) Parking Location and Access.

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

SECTION 3. Article 4 Schedule of Regulations

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

Article 4 Schedule of Regulations

Section 54.402

Schedule of Regulations

Zoning District	Minimum Lot Dimensions		Minimum Setback Requirements <u>(U)</u>				Maximum Height of Structures <u>(Q)</u>		Maximum Impervious Surface Coverage of the Lot
	Size (sq. ft.)	Width (feet)	Front Yard (feet)	Side Yards (feet)		Rear Yard (feet)	Primary Building (feet)	Accessory Building (feet)	
LDR, Low Density Residential 1-2 Units and other uses identified in 54.307	8,100	60	20 <u>(B)</u>	10 <u>(L)</u>	20 <u>(L)</u>	30 <u>(L)</u>	31.5	<u>(L)</u>	<u>(S)</u>
LDR, Low Density Residential 3-4 Dwelling Units	9,000 <u>(E)</u>	75 <u>(E)</u>	20 <u>(B)</u>	10 <u>(H), (L)</u>	20 <u>(H), (L)</u>	30 <u>(H), (L)</u>	31.5	<u>(L)</u>	<u>(S)</u>
MDR, Medium Density Residential 1 Unit and other uses identified in 54.308	4,500 <u>(C)</u>	37.5 <u>(D)</u>	15 <u>(A), (B)</u>	5 <u>(L)</u>	13 <u>(L)</u>	20 <u>(L)</u>	31.5	<u>(L)</u>	<u>(S)</u>
MDR, Medium Density Residential 2 Dwelling Units	6,000 <u>(C)</u>	50 <u>(D)</u>	15 <u>(A), (B)</u>	10 <u>(L)</u>	20 <u>(L)</u>	20 <u>(L)</u>	31.5	<u>(L)</u>	<u>(S)</u>
MDR, Medium Density Residential 3-4 Dwelling Units	9,000 <u>(E)</u>	75 <u>(E)</u>	15 <u>(A)</u>	10 <u>(H), (L)</u>	20 <u>(H), (L)</u>	30 <u>(H), (L)</u>	31.5	<u>(L)</u>	<u>(S)</u>
MFR, Multi-Family Residential 1-2 Units	6,000 <u>(C)</u>	50 <u>(D)</u>	15	10 <u>(L)</u>	20 <u>(L)</u>	30 <u>(L)</u>	31.5	<u>(L)</u>	<u>(S)</u>
MFR, Multi-Family Residential 3-4 Units and other uses identified in 54.309 <u>(K)</u>	9,000 <u>(E)</u>	75 <u>(E)</u>	15 <u>(A)</u>	10 <u>(H), (L), (M)</u>	20 <u>(H), (L), (M)</u>	30 <u>(H), (L), (M)</u>	36.5 <u>(M), (N)</u>	<u>(L)</u>	<u>(S) or (T)</u>
MFR, Multi-Family Residential 5+ Multiple Family Units <u>(K)</u>	15,000	100	15 <u>(A)</u>	15 <u>(H), (L), (M)</u>	30 <u>(H), (L), (M)</u>	30 <u>(H), (L), (M)</u>	36.5 <u>(M), (N)</u>	<u>(L)</u>	<u>(T)</u>
MHP, Mobile Home District	See <u>Section 54.631</u>								
M-U, Mixed-Use	4,800 <u>(C), (E)</u>	40 <u>(D), (E)</u>	0 <u>(E), (F), (G)</u>	5 <u>(L), (N)</u>	13 <u>(L), (N)</u>	20 <u>(L), (N)</u>	44 <u>(N)</u>	<u>(L)</u>	<u>(S) or (T)</u>
CBD, Central Business District	None	24	0	5 <u>(L)</u>	10 <u>(L)</u>	10 <u>(L)</u>	74 <u>(O)</u>	<u>(L)</u>	<u>(S) or (T)</u>
GC, General Commercial	None	24	0 <u>(F), (G)</u>	15 <u>(L)</u>	30 <u>(L)</u>	20	40	<u>(L)</u>	<u>(T)</u>
RC, Regional Commercial	None	24	30	15	30	20	40	<u>(L)</u>	<u>(T)</u>
M, Municipal	None	24	None	None	None	None	None	<u>(L)</u>	<u>(T)</u>
C, Civic	None	24	None	5	10	20	60	<u>(L)</u>	<u>(T)</u>
IM, Industrial/Manufacturing	None	24	40	20	40	40	80 <u>(P)</u>	<u>(L) (P)</u>	<u>(T)</u>
CR, Conservation/Recreation	None	24	15	50	100	20 <u>(R)</u>	36.5	<u>(L)</u>	<u>(T)</u>
BLP, Board of Light and Power	None	24	40	20	40	40	None	<u>(L)</u>	<u>(T)</u>
Marquette Downtown Waterfront District Form-Based Code (see <u>Section 54.321</u>)									
Third Street Corridor Form-Based Code (see <u>Section 54.322</u>)									

Section 54.403 Footnotes to Schedule of Regulations

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

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

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

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

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

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

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

SECTION 4. Article 5 – Supplemental Zoning District Standards

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

Section 54.501 Subdivision Developments

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

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

(b) Design Standards.

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

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

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

Article 6 Standards Applicable to Specific Land Uses

Section 54.608 Day Care, Group Home

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

Section 54.609 Day Care Centers

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

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

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

Section 54.612 Dwelling, Accessory Unit

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

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

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

- (G) Maximum Floor Area of ADU.** The floor area of the ADU shall not exceed **768** 750 square feet, or 50% of the gross floor area of the principal residence, whichever is less.
- (H) Attachment Options.** The ADU may be attached to the single-family dwelling or within the interior of the single family dwelling and constructed on any story of a conforming detached accessory building on the site, including the basement level. If the ADU is attached to the single-family dwelling, the ADU may be located within the existing footprint or added to the existing footprint, provided all of the requirements of this Ordinance are met.
- (I) Architecture and Design.**

 - (1)** An ADU must be designed to maintain the architectural character and appearance of the principal building. If an ADU extends beyond the existing footprint of the main building, the addition must be consistent with the existing façade, roof pitch, siding, and windows.
 - (2)** Exterior stairs leading to a second story entrance are restricted to the side or rear façade of the building to which it is attached.
- (J) Parking.** One (1) off-street parking space shall be provided for the ADU in a driveway. No parking space may be provided in the front yard except in paved driveways or hard surfaced parking spaces in accordance with this Ordinance (see definition of “Hard Parking Surface” in [Section 54.202\(A\)\(92\)](#)). Parking spaces are not subject to setback requirements. The Zoning Administrator may grant an exception to the parking space requirement if the property owner submits a signed and notarized affidavit to the City affirming that the ADU occupant will not have a motor vehicle on site.
- (K) Duration of Lease or Rental.** Leasing or rental of the ADU for less than 30 days is prohibited.

Section 54.616 Dwelling, Multiple Family and Apartments

- (A) Separation Distances in the MFR District.** Multiple Family Dwellings and Apartment Buildings in the MFR District must meet the separation distance requirements of [Section 54.403\(G\)](#).
- (B) Minimum Setbacks and Maximum Height in the MFR District.** In addition to the setback and height requirements of [Section 54.402](#), multiple-family buildings in the MFR District must also meet the setback and height requirements of [Section 54.403\(M\)](#), if required.
- (C) Accessory Structures and Uses in the MFR District:** In the MFR District, the following requirements apply to multiple-family buildings and apartments **with 5+ dwelling units**:

 - (1) Detached Accessory Buildings.** No detached accessory building may exceed 20 feet in height. Detached accessory building shall be located at least five (5) feet from the side and rear property lines and at least five (5) feet from a principal building. No detached accessory building shall be located in a front yard.
 - (2) Attached Accessory Buildings.** Attached accessory building shall meet the yard requirements of the Schedule of Regulations ([Article 4](#)).

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

Section 54.628 Light Vehicle/Equipment Sales and Display

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

Section 54.647 Solar Energy Systems

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

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

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

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

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

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

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

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

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

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

(2) Ground-Mounted SES.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(e) Landscaping/Screening.

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

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

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

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

(F) Systems (SES) ≥ 20 kW (0.02 MW) to < 2MW - Principal Use

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

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

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

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

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

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

- (i) Screening of the SES from the view of surrounding streets shall be accomplished to the maximum extent feasible without compromising the ability to effectively use solar collectors, by use of vegetation fences and or walls as permitted in the zoning district per [Section 54.706](#).

 - a. Landscaping consisting of trees and shrubs as approved in [Section 54.1004](#), and existing vegetation may be used for screening. Berms of natural material, up to three (3) feet above grade may be used in addition to vegetation, provided runoff does not create ponding or flow to adjacent properties.
 - b. Screening shall achieve an opacity of approximately 80 percent of the SES up to either six (6) feet above grade or 60 percent of the maximum tilt (vertical) height of the solar array(s), whichever is more.
- (ii) Where buffer/greenbelt screening is required along the side and rear yard property lines, per [Section 54.1003\(D\)](#), these shall only be required where an adjoining, non-participating lot has an existing residential or public use.

 - a. Landscaping consisting of trees and shrubs as approved in [Section 54.1004](#), and existing vegetation may be used for screening. Berms of natural material, up to three (3) feet above grade may be used in addition to vegetation, provided runoff does not create ponding or flow to adjacent properties.
 - b. Screening shall achieve an opacity of approximately 80 percent of the SES up to either six (6) feet above grade or 60 percent of the maximum tilt (vertical) height of the solar array(s), whichever is more.
- (iii) The Planning Commission (PC) or Zoning Administrator (ZA), whichever has authority for application approval, may waive some screening and/or landscaping requirements if such an adjustment is in keeping with intent of the Land Development Code and rationale for the decision is appropriately documented. Likewise, the PC or ZA may require substitute screening consisting of native deciduous trees planted ≥ 30 feet on center and native conifer trees planted ≥ 15 feet on center along existing, non-participating residential uses.
- (f) **Ground Cover.** An SES shall include the installation of perennial ground cover vegetation maintained for the duration of operation until the site is decommissioned. The applicant shall include a ground cover vegetation establishment and management plan as part of the site plan.
- (g) **Land Clearing.** Land disturbance or clearing shall be limited to what is minimally necessary for the installation and operation of the SES and to ensure all-season access. Topsoil disturbed during site preparation (grading) on the property shall be retained on site unless a higher authority requires removal due to contamination.
- (h) **Access Drives.** New access drives with the SES shall be designed to minimize the extent of soil disturbance, water runoff, and soil compaction on the premises.
- (i) **Signage.** Signage must comply with zoning district standards per [Article 11](#).
- (j) **Sound.** The site plan shall include modeled sound isolines extending from the sound source to the property lines to demonstrate that sound pressure levels are acceptable for neighboring properties, and a narrative explaining the anticipated sound level effects in simple language must be provided.
- (k) **Repowering.** In addition to repairing or replacing SES components to maintain the system, this type of principal-use SES may at any time be repowered by reconfiguring, renovating, or replacing the SES to increase the power rating within the existing project footprint.

 - (i) A proposal to change the project footprint of an existing SES shall be considered a new application, subject to the Land Development Code standards in effect at the time of the application.

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

(i) SES owner may at any time:

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

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

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

Section 54.648 Small Wind Energy Systems

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

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

(C) Small Wind Energy Systems.

(1) Location and Required Permits and Applications.

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

(2) Minimum Lot Area.

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

(3) Maximum Wind Turbine Height.

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

(4) Minimum Setbacks.

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

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

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

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

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

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

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

SECTION 6. Article 7 – General Provisions

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

Article 7 General Provisions

Section 54.705 Accessory Buildings and Structures

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

(1) Detached Accessory Buildings and Structures.

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

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

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

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

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

Section 54.706 Fences and Walls

(C) Requirements by Zoning District:

(2) M-U and CBD Districts.

(a) Height. Fences and walls in the side **yard shall not exceed four (4) feet in height** or rear yard shall not exceed six (6) feet in height, ~~except that a wall or fence in the side or rear yard of an approved commercial Outdoor Alcoholic Beverage Service use (see Section 54.636) and for Outdoor Entertainment and Community Events (see Section 54.635) may be up to eight (8) feet in height for the purposes of visual and noise screening of that particular use.~~ A fence in a front yard may not exceed four (4) feet in height. Walls are prohibited in a front yard except for retaining walls. **Exceptions:**

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

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

(b) Construction. Fences may not have more than 50% of the fence area of solid, opaque construction (See Figure 37) for examples of noncompliant fences), except the following:

(i) A solid/screening fence is allowed in the side yard or rear yard between abutting residential land uses.

- (ii) A screening fence that is required for a Special Use Permit, by any City ordinance, or by State law may be of solid, opaque construction.
- (iii) A wall or fence in the side or rear yard of an approved Marihuana Grower or Marihuana Microbusiness use (see Section 54.628) may be 100% of the fence area of solid opaque construction for the purpose of screening the outdoor growing area.
- (iv) A wall or fence in the side or rear yard of an approved Outdoor Alcoholic Beverage Service (see Section 54.636) and Outdoor Entertainment and Community Events uses (see Section 54.635) may be 100% of the fence area of solid opaque construction for the purposes of visual and noise screening of that particular use.
- (v) Retaining walls.

(E) Special Purpose Fences.

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

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

Section 54.708—Solar Energy

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

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

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

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

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

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

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

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

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

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

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

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

Section 54.709 — Small Wind Energy

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

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

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

~~(1) Where Permitted.~~

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

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

~~(2) Minimum Lot Area.~~

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

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

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

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

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

~~(4) Minimum Setbacks.~~

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

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

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

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

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

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

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

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

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

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

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

Section 54.710 Storage of Recreational Vehicles

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

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

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

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

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

Article 9 Parking, Loading, and Access Management

Section 54.903 Minimum/Maximum Number of Parking Spaces

Land Use	Minimum/Maximum Parking Requirement (standards show the parking minimums unless stated)
(A) Residential and Lodging	
(1) Single-Family and Two-Family units	Two (2) spaces per dwelling unit, except the M-U and CBD zoning districts require 1.125 spaces per dwelling unit. For parking spaces provided for residential dwelling units off-site, one (1) space per dwelling unit may be permitted off-site if proof of a lease arrangement for long-term parking is provided to the City with the application.
(2) Multiple-Family units with 3 or 4 dwelling units	One and a half (1.5) spaces per dwelling unit, except the M-U and CBD zoning districts require 1.125 spaces per dwelling unit.
(3) Multiple-Family units with 5 – 19 dwelling units, except subsidized (below market rate) and senior housing.	Two (2) spaces per each dwelling unit with more than one bedroom; one (1) parking space must be provided for each one-bedroom dwelling unit, except the M-U and CBD zoning districts require 1.125 space per any dwelling unit. 2 motor vehicle parking spaces per dwelling unit is the maximum allowed.
(4) Multiple-Family units with 20 or more dwelling units, subsidized housing units (including Section 8 and other programs)	Two (2) spaces per each dwelling unit with more than one bedroom; one (1) parking space must be provided for each one-bedroom dwelling unit, except the M-U and CBD zoning districts require 1.125 space per any dwelling unit. 2 motor vehicle parking spaces per dwelling unit is the maximum allowed.
(5) Attached housing exclusively for senior citizens that is not congregate care.	One-half space per dwelling unit plus one space per employee on peak shift.
(6) Hotels and Motels	1 space per rental unit, plus 1 space per employee on peak shift. A hotel or motel may provide parking spaces and power hookups for recreational vehicles (RVs). The maximum number of spaces for RVs shall be ten (10) percent of the number of rental units/rooms.
(7) Fraternities, Sororities, and Intentional Communities	One (1) space for each capacity occupant
(8) Rooming Houses and Hostels	Three (3) spaces.
(9) Nursing Home, Convalescent Homes, Extended Care Facility, Assisted Living Facility	One (1) space for each three (3) units or beds

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

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

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

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

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

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

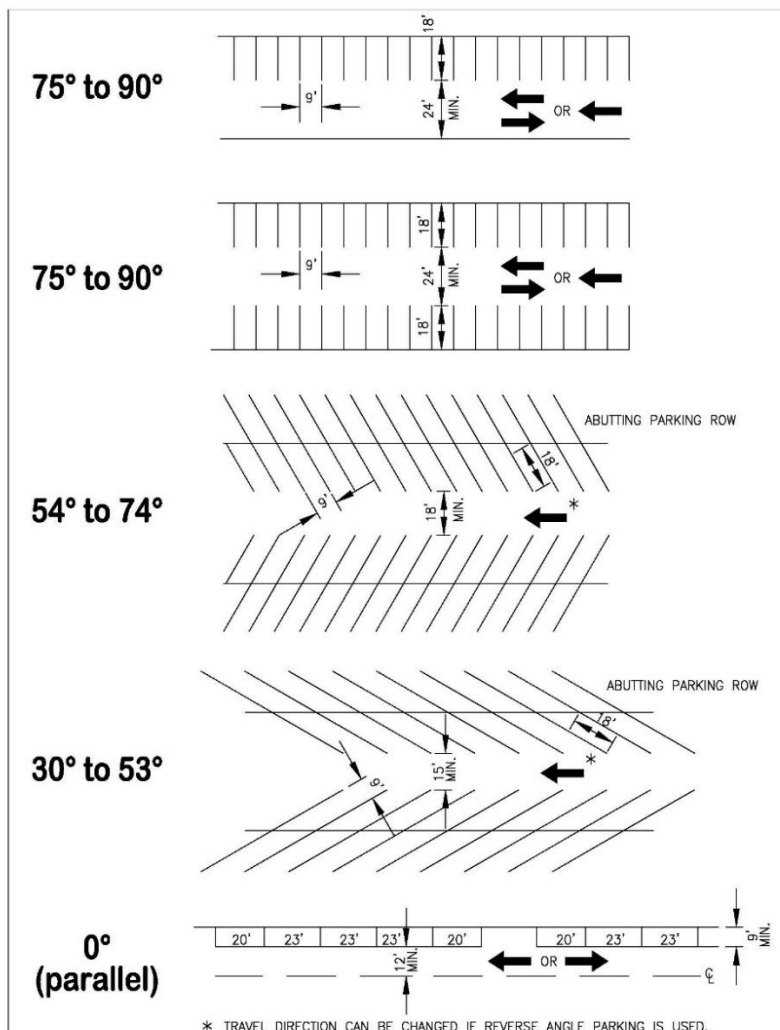
(5) Marihuana Safety Compliance Facility , Marihuana Education Research, and Marihuana Secure Transporter	One (1) space per 1,000 square feet of floor area plus One (1) space per 10,000 square feet of site area
(6) Outdoor Recreation	One (1) space per 10,000 square feet of space dedicated to recreation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

Section 54.905 Parking Layout, Design, Construction, and Maintenance

Figure 45. Minimum Parking Layout Dimension Requirements (Text)

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

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



SECTION 8. Article 10 – Landscaping and Screening

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

Article 10 Landscaping and Screening

Section 54.1002 Scope of Application

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

Section 54.1003 Landscaping Design Requirements

(A) Street Trees.

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

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

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

Section 54.1004 Standards for Plant Materials

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

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

SECTION 9. Article 11 – Signs

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

Article 11 Signs

Section 54.1103 Definitions

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

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

Section 54.1105 Signs Permitted by Zoning District

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

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

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

SECTION 10. Article 14 – Administrative Procedures

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

Article 14 Administrative Procedures

Section 54.1401 Zoning Permits and Zoning Compliance Review

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

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

Section 54.1402 Site Plan Review

Figure 51. Required Review Process Based on Development Activity

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

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

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

Section 54.1402 Site Plan Review

Figure 52. Site Plan Information Required in the Site Plan Set

Site Plan Information Required	Sketch Plan	Preliminary Site Plan	Final Site Plan
Identification of Project			
The applicant's name.	•	•	•
Name of the development.	•	•	•
The preparer's name and professional seal of architect, engineer, or landscape architect indicating license in the State of Michigan.		•	•
Small scale location sketch of sufficient size and scale.	•		
A survey of the property, sealed by a surveyor licensed in the State of Michigan.		•	•
Date of preparation and any revisions.	•	•	•
North arrow.	•	•	•
Complete and current legal description and size of property in acres.	•	•	•
Existing Features			
Property lines and dimensions drawn to scale.	•	•	•
Zoning and current land use of applicant's property and all abutting properties and of properties across any public or private street from the site.	•	•	•
Lot lines and all structures on the property and within 100 feet of the site's property lines.		•	•
Locations of all significant natural features – streams, wetlands and floodplains (see Section 54.805), steep slopes (see Section 54.806), woodlands and protected trees	•	•	•

(see Section 54.807).			
Boundary of any Riparian Overlay Districts, per Section 54.320(E) . Applicable where streams and/or steep slopes, wetlands, and surface water bodies may be impacted by proposed development. Location of steep slopes (>12 percent), per Section 54.806		•	•
Any existing private or public easements		•	•
Location of any access points on both sides of the street within 100 feet of the site along streets where access to the site is proposed.	•	•	•
Locations of existing utilities.	•	•	•
Existing topography at a minimum of two (2) foot contour intervals.		•	•

Proposed Construction			
Building footprints, setbacks, and elevations showing height for all proposed structures with the acreage allotted to each use. See Article 3 , Article 4 , and Article 7 .	•	•	•
Floor area and ground coverage ratios. See Article 3 and Article 4 .	•	•	•
Schematic storm water management plan, including elements stated below for Final Site Plan requirements, as needed to show intended compliance with the requirements of the Land Development Code.		•	
Proposed topography with a site grading plan with topography at a minimum of two (2) foot contour intervals.		•	•
Boundary of any Riparian Overlay Districts, per Section 54.320(E) . Applicable where streams and/or steep slopes, wetlands, and surface water bodies may be impacted by proposed development. Location of steep slopes (>12 percent), per Section 54.806		•	•

Site Plan Information Required	Sketch Plan	Preliminary Site Plan	Final Site Plan
Location and method of screening for all waste dumpsters. See Section 54.1003(F) .		•	•
Location and dimensions of parking spaces. See Article 9 .	•	•	•
General landscaping design concept acceptable to the Zoning Administrator.	•		
A landscaping plan indicating proposed plant locations with common plant name, number, and size at installation. Berms, retaining walls or fences shall be shown with elevations from the surrounding average grade. See Article 10 .		•	•
Details of exterior lighting including fixture and pole locations, height, and method of shielding. See Section 54.802 .		•	•
The location of all permanent or temporary signs, existing or proposed, including their area, size, height, illumination, and the type of construction. See Article 11 .	•	•	•
Locations of utility services (with sizes) and storm water management elements, including, storm drainage, retention or detention ponds and/or swales, rain gardens, riparian buffer vegetative strips, per Section 54.803 . Any proposed public or private easements.			•
Fire hydrant number and placement or other water supply, and standpipe connection type; Fire dept. connection location; Alarm panel location; Fire dept. access details.			•

If the application is related to property scheduled for phased development, the proposed layout for the total projected development shall be indicated, and the projected scope and time period shall be estimated for each additional phase. The phasing plan must be acceptable to the City staff to ensure that each phase can function independently and is not reliant on future phases if they are not constructed.	•	•	•
Site Circulation Details and Access Design			
General site circulation and access including: indication of street right-of-way and pavement widths; access points; and location of pedestrian paths. See Section 54.907 .	•		
Street horizontal and vertical dimensions, including curve radii.		•	•
Dimensions of access points including distance from adjacent driveways or intersecting streets, including those across a street. See Section 54.907 .		•	•
Schematic location and names of abutting public streets and other right-of-ways, and schematic location of proposed streets/roads, driveways, parking areas, pedestrian and bicycle paths.		•	
Schematic of access points, including from adjacent driveways on intersecting streets, including those across a street. See Section 54.907 .		•	
Locations, dimensions, and names of abutting public streets and other right-of-ways, and of proposed streets/roads, driveways, parking areas, pedestrian and bicycle paths.			•
Pavement widths and pavement types for all streets/roads, pedestrian and bicycle paths.			•
Written verification of access easements or agreements, if applicable.		•	•
Additional Information			
Any other information necessary to establish compliance with this and other ordinances.	•	•	•
Voluntary Information/Considerations – callouts/notes and narrative would be appreciated			
<u>Infrastructure for Electric Vehicle (EV) charging stations (wiring, conduit, etc.)</u>			
<u>Incorporation of green infrastructure elements such as a bioswale/rain garden (see Fig. 41), pervious pavers, vegetative/green roof, living retaining wall, French drains.</u>			
<u>Public art elements such as sculpture, murals, interactive installations.</u>			
<u>Affordable housing (including of explanation of how affordability is calculated).</u>			
<u>Encourage colorful cladding materials (black, white, grey materials should be limited to <50 percent of total exterior cladding and trim colors).</u>			
<u>Inclusion of bicycle parking facilities (racks, shelters, lockers, etc.) not required by the LDC.</u>			

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

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

Article 15 Violations, Penalties, and Enforcement

Section 54.1503 Violations and Penalties

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

SECTION 12. Effective Date

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

Sally Davis, Mayor

Kyle Whitney, City Clerk

Date Adopted: _____

Date Published: _____

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

A regular meeting of the Marquette City Planning Commission was duly called and held at 6:00p.m. on Tuesday, May 21st, 2024, in the Commission Chambers at City Hall. An audio/video recording of this meeting is available online [here](#).

ROLL CALL

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

PC Members absent: None

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

AGENDA

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

MINUTES

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

CONFLICT OF INTEREST

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

CITIZENS WISHING TO ADDRESS THE COMMISSION ON AGENDA ITEMS

No comments were provided.

PUBLIC HEARINGS

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

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

S. Mittlefehldt asked if anyone had questions for staff.

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

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

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

C. Gottlieb asked Mr. Bradley:

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

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

S. Lawry asked Mr. Bradley:

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

Mr. Bradley stated:

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

S. Mittlefehldt asked...

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

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

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

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

Mr. Bradley stated:

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

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

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

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

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

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

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

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

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

S. Lawry stated:

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

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

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

Mr. Bradley stated:

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

S. Lawry stated:

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

D. Stensaas stated:

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

S. Lawry stated:

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

D. Stensaas stated:

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

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

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

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

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

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

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

W. Premeau stated:

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

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

Mr. Bradley stated:

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

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

Mr. Bradley stated:

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

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

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

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

Mr. Kinney stated:

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

Mr. Lawry stated:

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

Mr. Kinney stated:

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

Mr. Lawry stated:

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

Mr. Kinney stated:

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

C. Gottlieb stated (regarding vehicular circulation):

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

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

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

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

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

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

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

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

Mr. Kinney stated:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

It was moved by K. Clegg, seconded by M. Rayner, and carried 9-0 that after review of the draft Land Development Code (LDC) amendments presented as case 01-ZOA-05-2024, and after conducting a public hearing and careful consideration of the contents of the draft LDC amendments, the Planning Commission finds that the draft LDC amendments are consistent with the recommendations, goals, and policy objectives of the Community Master Plan, comply with section 54.1405 of the Land Development Code and therefore are justified and appropriate and therefore should be approved by the City Commission with the following amendment – that the last sentence of item 54.1003(F)(2) be amended to state that wood other than cedar must be treated.

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

NEW BUSINESS

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

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

M. Kilpela stated:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PUBLIC COMMENT ON NON-AGENDA ITEMS

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

COMMISSION AND STAFF COMMENTS

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

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

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

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

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

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

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

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

ADJOURNMENT

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

David Stensaas

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

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 7/8/2024

Consent Agenda

Approve the minutes of the June 24, 2024 regular Commission meeting

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ June 24 minutes



City of Marquette, MI

300 West Baraga Ave
Marquette, Michigan 49855

Meeting Minutes City Commission

Monday, June 24, 2024

6:00 PM

Commission Chambers

Call to Order, Pledge of Allegiance and Roll Call

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

Absent: Larson

Commissioner Jerney Ottaway moved to excuse the absence of Commissioner Michael Larson for personal reasons, seconded by Mayor Pro Tem Jessica Hanley and Carried Unanimously.

Approval of the Agenda

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

Announcements

Mayor Davis said this will be a busy week in the City, and she highlighted Art Week Activities, including sessions related to the Community Master Plan, band shell and Cultural Trail.

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

No public comment.

1. Consent Agenda - Roll Call Vote

Commissioner Jennifer Smith moved to Approve the Consent Agenda as written, seconded by Mayor Pro Tem Jessica Hanley and Carried Unanimously by Roll Call Vote.

1.a. Approve the minutes of the June 10, 2024 regular Commission meeting

1.b. Approve the total bills payable in the amount of \$3,416,913.01

1.c. Change in Trustee - CoM Health Insurance WMHIP

1.d. Contract Approval - CR550 Bridge over Dead River Maintenance Project

1.e. Contract Award for BP 24-01 Solid Waste Collection Services - City Facilities

1.f. Contract Award for BP 24-02 Solid Waste Collection Services - Special Collections

1.g. License to Use a Portion of the Michigan Street Right-of-Way Adjacent to 424 N. Third Street

1.h. Marquette Gridiron Club Non-Profit Status - Roll Call Vote

New Business

2. Hemlock Park Site Condominium Subdivision

Commissioner Paul Schloegel moved to Concur with the Planning Commission and approve the Condominium Site Development proposal, seconded by Commissioner Jerney Ottaway and Carried Unanimously.

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

No public comment.

Comments from the Commission

Commissioner Schloegel said he is excited for Art Week. He said traffic has clearly increased in town with the summer season, and he urged people to be aware of their surroundings when traveling.

Commissioner Smith talked about Art Week events and expressed gratitude to staff for the work they will do, especially in the coming weeks.

Commissioner Mayer had no comment.

Commissioner Ottaway said everyone should be safe during the 4th and should be mindful of pets and veterans.

Mayor Pro Tem Hanley said the Upper Peninsula Children's Museum will be doing the Paint the Town with Love event as a part of Art Week.

Mayor Davis discussed the parade and the City time capsule.

Comments from the City Manager

City Manager Karen Kovacs discussed the micro-transportation grant, which the city recently received. She said the City offices are closed July 4 and 5 for the holiday and discussed the payment drop box being relocated recently.

Adjournment

Mayor Davis adjourned the meeting at 6:15 p.m.

Sally Davis, Mayor

Kyle Whitney, City Clerk

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

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 7/8/2024

Consent Agenda

MERS Annual Meeting - Officer Delegate Appointment

BACKGROUND:

The Municipal Employees' Retirement System (MERS) is holding its 2024 annual conference in Grand Rapids on October 10-11, 2024. Per the MERS plan document, the governing body of each participating municipality shall certify the names of two delegates to the annual meeting. One delegate shall be a member who is an officer of the participating municipality, selected by the governing body of the participating municipality. The other delegate shall be a member who is not an officer of the participating municipality, elected by the member employees of the participating municipality. The election shall be by secret ballot and shall be conducted by an officer of the participating municipality. The election shall be conducted in a manner that affords each member employee an opportunity to vote.

The City Manager recommends that the City Commission appoint Deputy City Manager Sean Hobbins as the Officer Delegate, and Chief Financial Officer Mary Schlicht as the Alternate Delegate. The Alternate Delegate will attend the meeting in the event the appointed Officer Delegate is unable to attend.

The member employees were given an opportunity to nominate any potential employee delegates to be put on a ballot for an election. This year we only had one interested employee and therefore did not hold an election. The employee delegate to attend the MERS annual conference will be Jennifer Jakubowski, Administrative Assistant in the Fire Department and the Alternate will be Tim Raich, Payroll and Pension Specialist from the Human Resources Department.

FISCAL EFFECT:

Adequate funding to cover travel and conference fees will be included in the FY 2025 budget.

RECOMMENDATION:

Appoint the Deputy City Manager Sean Hobbins as the Officer Delegate and the Chief Financial Officer Mary Schlicht as the Alternate to attend the 2024 MERS Annual Meeting and confirm the Employee Delegate, Jennifer Jakubowski, and Alternate Tim Raich.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ 2024 MERS Delegate Form
- ▣ Letter - No Delegate Election

2024 Officer and Employee Delegate Certification Form

MERS Annual Business Meeting | October 2024

Please print clearly • **Scan and attach this file when you register online** • Retain a copy for your records

IMPORTANT: If you are not electing/appointing delegates to vote during the MERS Annual Business Meeting, please **DO NOT** submit this form. A **delegate** is **NOT** confirmed to have voting rights until this form has been uploaded with their online registration.

The voting delegate representative must be a MERS member, defined as an **active employee on payroll** who is enrolled in either a MERS Defined Benefit Plan, Defined Contribution Plan or Hybrid Plan.

1. Officer (and alternate) delegate information

The officer delegate (or alternate) shall be a MERS member who holds a department head position or above, exercises management responsibilities, and is directly responsible to the legislative, executive, or judicial branch of government.

Officer Delegate name

Sean Hobbins, Deputy City Manager

Officer Alternate name

Mary Schlicht, Chief Financial Officer

Officer delegate and alternate listed above were appointed to serve during the 2024 MERS Annual Business Meeting by official action of the governing body (or chief judge for a participating court) on July 8, 2024.

2. Employee (and alternate) delegate information

The employee delegate (or alternate) shall be an employee member who is not responsible for management decisions, receives direction from management and, in general, is not directly responsible to the legislative, executive, or judicial branch of government.

Employee Delegate name

Jennifer Jakubowski, Administrative Assistant- Fire Department

Employee Alternate name

Tim Raich, Payroll & Pension Specialist- Human Resources Department

Employee delegate and alternate listed above were elected to serve during the 2024 MERS Annual Business Meeting by secret ballot election conducted by an authorized officer on See attached letter., 2024.

3. Certification

NOTE: Certification should be signed by a member of the governing body or chief administrative officer, or the chief judge for a participating court. **An electronic signature is permissible.**

I certify that the officer delegate and alternate selections are true and correct, and the secret ballot election results for the employee delegate and alternate are true and correct.

Employer/municipality name*

City of Marquette

Municipality number*

5201

Email address

manager@marquettemi.gov

Employer address

300 W. Baraga Ave.

Employer city

Marquette

Employer state

MI

Employer zip code

49855

Printed name

Karen M. Kovacs

Title of authorized authority*

City Manager

Authorized signature*

Date

* Required field

2

ways to
complete

1. You may complete it electronically (an electronic authorized signature is permissible), then save it and upload it when registering your delegate(s) – OR –
2. You may print it off and complete it, then scan and upload it to your computer for uploading when you register your delegate(s).



June 21, 2024

Municipal Employees Retirement System
1134 Municipal Way
Lansing, MI 48917

RE: Officer and Employee Delegate Certification

To Whom It May Concern:

This letter is to inform MERS that the City of Marquette has only one candidate for employee delegate for the MERS annual meeting. Therefore, we did not conduct an election to determine this year's delegate and alternate.

If you have any questions, please feel free to contact this office.

Respectfully,



Kyle Whitney, City Clerk
City of Marquette

c: file

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 7/8/2024

Consent Agenda

Schedule Public Hearing - Rezoning of 446 E. Crescent Street

BACKGROUND:

The City recently received a request to rezone 446 E. Crescent Street from a Planned Unit Development (PUD) to a Mixed Use (MU) zoning district. On June 18, 2024, the Planning Commission conducted a public hearing and discussed the proposed rezoning, in accordance with procedures established in the Land Development Code for evaluating the merits of rezoning requests and the administrative procedures for processing such a request. The following motion was made:

It was moved by C. Gottlieb, seconded by S. Lawry, and carried 7-0 that after conducting a public hearing and review of the application and Staff Report for 03-REZ-06-24, the Planning Commission finds that the proposed rezoning is consistent with the Community Master Plan and meets the requirements of the Land Development Code Section 54.1405 and hereby recommends that the City Commission approve 03-REZ-06-24 as presented, with the following conditions - that the rezoning is approved when the PUD is terminated via proof of an affidavit that the termination of the PUD has been recorded in the property deed after the City Commission hearing.

FISCAL EFFECT:

None.

RECOMMENDATION:

Schedule a Public Hearing for the July 29, 2024 City Commission meeting to consider the proposed rezoning of the property at 446 E. Crescent Street.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ 06-18-24 Draft PC Meeting Minutes
- ▣ 03-REZ-06-24 PC Case File

**OFFICIAL PROCEEDINGS
MARQUETTE CITY PLANNING COMMISSION
June 18th, 2024**

A regular meeting of the Marquette City Planning Commission was duly called and held at 6:00p.m. on Tuesday, June 18th, 2024, in the Commission Chambers at City Hall. An audio/video recording of this meeting is available online [here](#).

ROLL CALL

Planning Commission (PC) members present: W. Premeau, M. Rayner, K. Granger, D. Kaltsas, C. Gottlieb, S. Lawry, Chair S. Mittlefehldt
PC Members absent: Vice Chair K. Clegg, D. Fetter
Staff present: City Planner & Zoning Administrator D. Stensaas, Zoning Official A. Landers

AGENDA

It was moved by C. Gottlieb, seconded by M. Rayner, and carried 7-0 to approve the agenda as presented.

MINUTES

The minutes of 06-04-24 were approved as presented, by consent.

CONFLICT OF INTEREST

None was stated.

CITIZENS WISHING TO ADDRESS THE COMMISSION ON AGENDA ITEMS

No comments were provided.

PUBLIC HEARINGS

A. 03-REZ-06-24 - Rezoning Request for a portion of 446 E. Crescent Street

Zoning Official A. Landers stated:

The Planning Commission is being asked to make a recommendation to the City Commission regarding a request to rezone the property located at 446 E. Crescent Street which is zoned Planned Unit Development – PUD, to be zoned Mixed-Use - M-U. She showed the Staff Report and application materials, including the area map, block map, photos of the site, and the Future Land Use Map and Proposed Zoning Map from the Community Master Plan, and read an item of correspondence that was emailed to staff earlier in the day by the applicant (appended to agenda) in which the applicant designated Mr. Matthew Treado as his representative.

S. Mittlefehldt asked if the applicant would like to address the request.

Matt Treado, 2915 Parkview Dr., representing the applicant, stated:

He was at the Planning Commission on behalf of Tom Taylor, applicant, to discuss and answer any questions regarding the rezoning case. He said this is the first step of rezoning and lot split process for this property and said there was some confusion with the legal description that needed to be cleaned up and getting both properties within the same Mixed-Use zoning would be appropriate and accurate. Once the rezoning is complete, an evaluation of allowable uses will direct the client on how to use the property best to positively benefit the City of Marquette.

S. Lawry asked Mr. Treado if the two parcels with the same owner are being split into smaller lots.

Mr. Treado said that there is not a current plan to split these parcels into smaller lots. There will be a feasibility evaluation to determine what is the best use of that space.

S. Mittlefehldt asked what the applicant was referring to when they stated “community engagement to gather ideas”, per the letter the PC received from them.

Mr. Treado said he wasn’t sure, but he thought it would involve communicating with Planning/Zoning City staff for feedback and what the community’s interests and needs might be, with an extensive look into the housing needs and information currently available.

S. Mittlefehldt opened the public hearing.

Ms. Cheryl Kaye, 741 Cedar St., asked what ADA housing was, and what a PUD development is and how it is different from multi-use housing.

S. Mittlefehldt said that ADA is the American Disability Act, and it would create more handicap accessible housing. She said that a PUD is a Planned Unit Development and allows developers some flexibility with what they’re doing while working closely with the city for appropriate site use, and that Mixed-Use zoning has standards in the Land Development Code.

City Planner & Zoning Administrator D. Stensaas said PUDs require a contract with the City and very specific with what is allowed to be done on the property, and that there is an agreement that the City signs off on if they agree to the PUD proposal and limits what can be done at that property from that point forward.

A. Landers said the initial reason for the PUD was the property was originally zoned for Multiple Family Residential, but they wanted commercial use over 20 years ago. She also showed an image of the page from the Land Development Code showing the Permitted and Special land uses for the Mixed-Use zoning district on the monitors.

S. Mittlefehldt said, referring to the image, that the left-hand side of the Mixed-Use Zoning table are all permitted uses once rezoned, and that Special Land Use categories are shown on the right-hand side of the table and can be applied for through the Planning Commission’s review, also allowing public comment.

Ms. Kaye asked are both columns for PUD?

S. Mittlefehldt said no, both columns are for Mixed-Use, and this district emphasizes how residential and commercial are compatible.

Ms. Kaye said so right now we don’t know what is going to be put in there, we’re just looking at zoning.

Mr. Treado said there will be an evaluation period then an application will have to be resubmitted to the City for their approval. If it’s a Special Land Use, we would have another public hearing and go in front of the Planning Commission for review. This is purely just to change the zoning.

S. Mittlefehldt said, just so you are aware too, e all things allowed under the Mixed-Use category and are good examples of Mixed-Use commercial development that are compatible with the surrounding areas.

Ms. Kaye asked once it’s decided what the plan is for the use of the property, is there another meeting where public comments are allowed?

S. Mittlefehldt said if it’s something that requires a Special Land Use permit but if it is a Permitted Use, then it’s allowed with no hearing required.

Ms. Kaye asked if a bar would be allowed.

S. Mittlefehldt said anything that serves alcohol would be a Special Land Use permit.

Ms. Kaye asked if there are any height restrictions.

S. Mittlefehldt said 44' is the maximum height and A. Landers confirmed that figure.

Ms. Kaye asked, because they live next door, will there be another notification once things start moving along?

S. Mittlefehldt confirmed only if a Special Land Use permit is required.

It was moved by M. Rayner, seconded by D. Kaltsas, and carried 7-0 to suspend the rules for discussion.

M. Rayner had no comment.

S. Mittlefehldt said the future Land Use Plan identified this area as a Mixed-Use area and we've seen success with other Mixed-Use developments in this neighborhood.

C. Gottlieb asked how the 2015 Master Plan identified this site.

D. Stensaas said the confusion is the Land Use map should have shown both those parcels as PUD, and that it looks like two parcels but legally it's described as one parcel. He said an error was made in the *Zoning Map* regarding the portion east of the railroad corridor, the west side of Lakeshore Blvd, and it was designated [on that map] as a Mixed-Use parcel. He also said that the *Future Land Use* map showed Mixed-Use for both parcels, and that the future land use map is what is consulted when someone proposes a different type of use on the property, namely through the rezoning process.

C. Gottlieb asked if the error was in 2019.

D. Stensaas said yes, when the Land Development Code was adopted, and that the portion on the west side of Lakeshore Blvd. and east of the railroad corridor was erroneously coded as Mixed-Use on the Proposed Zoning Map, which then became the law after it was adopted. He also said that the PUD contract is still in effect on all of that land because it's one parcel. He said that it was a minor error because that portion of the parcel is undeveloped, and it didn't have any affect on anything actually being done there as far as land use.

S. Mittlefehldt said the main consideration should be if it's an appropriate location for Mixed-Use development. Referring to the zoning map, she discussed the zoning districts in the surrounding area, with Mixed-Use to the east and west and residential to the north and south.

D. Kaltsas said Mixed-Use is an appropriate use as it is in the Future Land Use Map, and that will allow for other uses than just residential.

K. Granger said a concern is the labeling as the same parcel because they are very far from each other and the one on Lakeshore Blvd is quite small. She asked how do we [the Planning Commission] look at as one parcel as they are split so far apart?

S. Mittlefehldt said that related to K. Granger's question, she was also wondering asked A. Landers to confirm the Mixed-Use zoning district allows a zero-foot front yard setback and that the extent of that would be all along Lakeshore Boulevard.

A. Landers said the portion of the parcel on Lakeshore Blvd. has frontage on Lakeshore Blvd. as well as frontage on Crescent St., and that it is the same thing with the portion of the parcel to the west, which has frontages and Crescent St. and Cedar Street.

S. Mittlefehldt said that is something to consider in a Mixed-Use area because we want to create and maintain a pedestrian friendly environment. She also noted that approval would include setbacks,

permitted uses, everything.

Mr. Treado said speaking to the proximity to Lakeshore Blvd. and impact of the proximity a building may have to sidewalks, as the survey stakes show, the edge of the property is pretty far in off of Lakeshore Blvd., as you can see from the location of the property line [indicating aerial photo-maps shown on the monitors]. He said that a building would not go up to the sidewalk as the property line is set back quite a bit from the sidewalk, so the zero front setback does allow to have some building space for an unorthodox development but given the amount of setback of the property from Lakeshore Blvd. it should not be much of an issue concerning any impacts on pedestrian pathway.

S. Lawry asked Mr. Treado is Quick Trophy exiting the building?

Mr. Treado said Quick Trophy is in the process of updating their lease and it's still a possible Light Industrial zoning and that might have to come back to the Planning Commission for Special Land Use upon the approval of Mixed-Use zoning.

D. Stensaas said one of the proposed LDC amendments would allow Quick Trophy would meet the use and standards of Low-impact Light Industrial as a permitted use if LDC amendments are approved by the City Commission, so a Special Land Use permit would not be required. He said that the nature of uses there has changed quite a bit over time, and it was first approved for the PUD, there were injection molding machines being used in that building – producing nasty gases, smells and loud noise - but that Quick Trophy is now just assembling parts with hand tools and doing some 3D printing, so the impact has changed quite a bit over the years.

S. Lawry asked staff if there had been any discussion at the city level about vacating the railroad corridor in the future. D. Stensaas said no.

S. Lawry said one of the reasons Mixed-Use and the PUD were permitted here is because it was originally an industrial hub, including Consolidated Fuel and Lumber Co., Cyr Bottled Gas, and Department of Interior - Fish & Wildlife all bordering this parcel at the intersection. He said that the parcel has evolved into uses much more compatible with a residential neighborhood and would like to see it continue in that direction.

C. Gottlieb said rezoning this site to Mixed-Use, for both sides, would be compatible with the 2015 Master Plan, which we are currently still operating under until the new one is adopted. It also meets the requirements of the Land Development Code. He asked staff for confirmation.

D. Stensaas confirmed that Mixed-Use zoning would be compatible with the Future Land Use map.

C. Gottlieb said in the Master Plan [revision] being presented now, the development of the east side of 446 E. Crescent St. is compatible and it might be desirable to have some retail there, similar to where Fred's Pack-n-Ship is [505 Lakeshore Blvd.].

S. Mittlefehldt asked if anyone had more questions or would like to make a motion.

It was moved by C. Gottlieb, seconded by S. Lawry, and carried 7-0 that after conducting a public hearing and review of the application and Staff Report for 03-REZ-06-24, the Planning Commission finds that the proposed rezoning is consistent with the Community Master Plan and meets the requirements of the Land Development Code Section 54.1405 and hereby recommends that the City Commission approve 03-REZ-06-24 as presented, with the following conditions - that the rezoning is approved when the PUD is terminated via proof of an affidavit that the termination of the PUD has been recorded in the property deed after the City Commission hearing.

PUBLIC COMMENT ON AGENDA ITEMS

Patty Gagnon, 745 Cedar St., said this is a very residential area and a store is not a very good idea. She said that we do need more small housing in Marquette and if you looked at the lot, it's residential.

NEW BUSINESS

A. Administrative Site Plan Review Update

D. Stensaas stated that when the LDC amendments were adopted last year, it limited quite a bit of what comes before the Planning Commission for site plan review, and staff promised to bring the Planning Commission regular updates on site plan submissions reviewed and approved administratively.

A. Landers said she has set up a table with site plans that the Planning Commission has approved and site plans that have been approved administratively since January of 2024. A. Landers also included a separate category for site plan submissions pending revisions for administrative approval.

S. Lawry asked if 2023 approved plans are having trouble meeting staff comments or economic problems as to why they're not starting yet.

A. Landers said the 1502 W. Ridge St., site work has been started, the 420 N. Third St. plan is waiting on approval of an LDC amendment, the distillery plan and a few others are no longer active or expired. Funding has also played a part in some of the plans coming to fruition.

D. Stensaas some of the bigger projects have been delayed due to higher interest rates and material costs than initial projections.

S. Mittlefehldt asked if there were any other questions on the Administrative Site Plan Review.

PUBLIC COMMENT ON NON-AGENDA ITEMS

There were no comments provided.

TRAINING

A. Climate Adaptation Task Force, Project Marquette 2049, Learning Circles #1

D. Stensaas said that the County Climate Adaptation Task Force (CATF) has been more than ten years running but the group didn't have anything really proactive happening until this year with the launch of the Marquette 2049 project. The idea was to bring people together from across the County to start raising awareness of what our future is going to possibly look like, whether we do or don't do certain things. It was determined by the Steering Committee, which D. Stensaas is a volunteer for, that a way to begin the process would be to help people learn more, starting with deciding what we need to know more about and to learn from each other before we can make good decisions. He said that the initial meeting invited over 100 people from across the county, including county-wide local government, municipalities, NMU, and from some private sector entities. He said seventy people showed up to the January meeting and the focus was to survey the group on issues they feel they need to know the most about, and that CATF member Jess Thompson from NMU's Business School - now the Assistant Vice President for Sustainability - suggested the learning circles process and coordinated the meeting. He said that opportunities to participate in the learning circle forums are open to the Planning Commission and some members have come to the sessions. He discussed the summary that was provided of the first learning circles workshop on Community Food Systems, and said he would provide similar materials for the second workshop on Trash and Recycling that was recently held, as soon as a summary was available. He said that the sessions will continue in September and do through December.

K. Granger said after reading the material, she thought that putting some sort of food resources in the 446 E. Crescent St. corridor might be interesting.

D. Stensaas said he had a conversation with S. Lawry regarding tonight's case and that 446 E. Crescent was shown platted in the Ely Park Addition around 1904, which he looked at and found that from Hewitt Ave. along the shore to Fair Ave., both sides of Lakeshore Blvd. was platted as 25' lots. He said that the City would have looked a lot different had the Shiras Foundation not purchased and then gifted over 3,000 ft. of that shoreline property east of Lakeshore Blvd. to the City.

S. Lawry said that changes aren't new. Due to climate change, erosion or other circumstances, some of the parcels D. Stensaas was referring to being platted over 100 years ago are now underwater, or part of the lake.

S. Mittlefehldt asked if there are any other thoughts or comments.

COMMISSION AND STAFF COMMENTS

C. Gottleib said he may not agree with all uses that will be allowed per the rezoning motion, but following the rules of the zoning ordinance is the job of the Planning Commission.

S. Mittlefehldt said that Arts and Culture Center manager Tiina Morin gave a presentation at the City Commission meeting about the Cultural Trail project recently, and that she would like the Planning Commission to take more opportunities to see arts and culture emphasized in the planning process.

D. Stensaas discussed the Draft Community Master Plan presentations and open house meeting on June 25th at Citizen's Forum, Lakeview Arena.

D. Stensaas said there is no business for the July 2nd meeting, and recommends the meeting be cancelled.

ADJOURNMENT

The meeting was adjourned by Chair S. Mittlefehldt at 6:53 p.m.

Prepared by D. Stensaas, City Planner and Zoning Administrator, Planning Commission Staff Liaison, and A. Cook, Community Development Dept. Administrative Assistant.



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: June 12, 2024
SUBJECT: 03-REZ-06-24 – 446 E. Crescent St. (PIN: 0370300)

The Planning Commission is being asked to make a recommendation to the City Commission regarding a request to rezone the property located at 446 E. Crescent Street which is zoned **Planned Unit Development (PUD)** to be zoned **Mixed-Use (M-U)**.

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

RECOMMENDED ACTION:

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

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

After conducting a public hearing and review of the application and Staff Report for 03-REZ-06-24, 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-06-24 ([as presented / for the following reasons / with the following conditions](#)).

Staff recommends the following condition - that the rezoning is approved when the PUD is terminated via proof of an affidavit that the termination of the PUD has been recorded in the property deed after the City Commission hearing.

In cases in which the Planning Commission finds that the proposed rezoning is not consistent with the Future Land Use Map of the CMP due to a possible oversight or an apparent lack of attention to the features of the parcel in question, but that is consistent with most of the recommendations of the Plan, the Planning Commission may wish to recommend approval of the rezoning request as *[inconsistent with the Future Land Use Map but consistent with the Recommendations for Land Use of Chapter 3 of the Community Master Plan](#)*.



STAFF FILE REVIEW/ANALYSIS

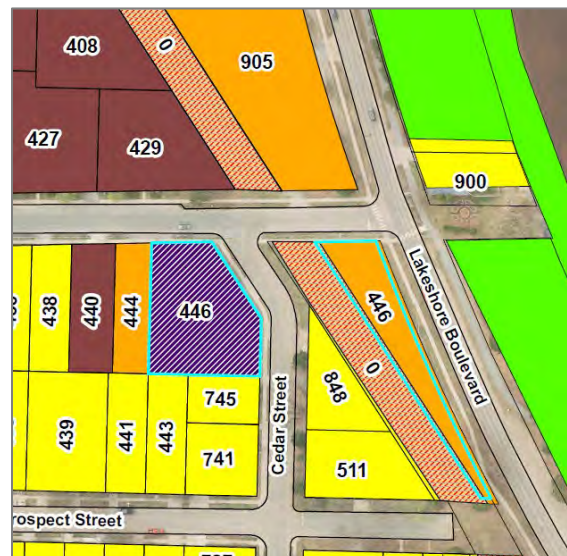
Completed by Andrea Landers – Zoning Official
and David Stensaas – City Planner and Zoning Administrator

<u>Case #:</u>	03-REZ-06-24
<u>Date:</u>	June 12, 2024
<u>Project/Application:</u>	Rezoning request from Planned Unit Development (PUD) to be zoned Mixed-Use (M-U) .
<u>Location:</u>	446 E. Crescent Street
<u>Parcel ID:</u>	0370300
<u>Available Utilities:</u>	Natural Gas, Electricity, City Water, City Sewer, and Garbage Collection.
<u>Current Zoning:</u>	PUD – Planned Unit Development & M-U – Mixed-Use (see <i>explanation below under current zoning</i>)
<u>Surrounding Zoning:</u>	North: MFR – Multiple Family Residential & M-U – Mixed-Use South: MDR – Medium Density Residential & M - Municipal East: M - Municipal, MDR – Medium Density Residential, & CR – Conservation and Recreation West: M - Municipal & M-U – Mixed-Use

Zoning Districts and Standards:

Current Zoning **Section 54.323 PUD, Planned Unit Development District**

Case 11-PUD-03-2004 was approved for rezoning this property from Multiple Family Residential to Planned Unit Development (PUD) for commercial use. When the Land Development Code was adopted in 2019, with a new zoning map, the portion of the parcel adjacent to Lakeshore Blvd. was *erroneously* rezoned to M-U through adoption of the new zoning map, but it is still part of the PUD. The land owner is now applying to rezone only the remaining portion that is shown as PUD, to M-U, and intends to terminate the PUD along with rezoning approval, and re-divide the parcel.



Proposed Zoning

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 • Adult Foster Care, Small Group Home • Child Care Center or Day Care Center • Child or Day Care, Family Home • Drive-Through Uses • Dwelling, Accessory Unit • Dwelling, Live/Work • Dwelling, Multiple-Family • Dwelling, Single-Family Attached • Dwelling, Single-Family Detached • Dwelling, Two-Family (Duplex) • Emergency Services • Farmers' Markets • Food Production, Minor • Foster Family Home • Health Services • Home Occupation • Home Office • Homestays and Vacation Home • Hospice • Indoor Recreation • Medical Hospital Related Accessory Uses • Medical Hospital Related Office or Uses • Office, Medical • Office, Professional • Outdoor Entertainment and Community Events (Temporary) • Outdoor Food and Non-Alcoholic Beverage Service • Outdoor Recreation • Public or Governmental Building	• Accessory Use, Non-Single Family Residential Lots • Bar • Bed and Breakfast • Bed and Breakfast Inn • Child or Day Care, Group Home • Domestic Violence Abuse Shelter • Dwelling, Intentional Community • Foster Family Group Home • Fraternity or Sorority House • Halfway House • Homeless Shelter • Hospital • Hospital Hospitality House • Hostel • Hotel or Motel • Manufacturing, Light • Marijuana Safety Compliance Facility • Nursing Home, Convalescent Home, Extended Care Facility, Assisted Living Facility • Outdoor Entertainment and Community Events (Principal or Accessory Use) • Outdoor Alcoholic Beverage Service • Recreational Use, Public • Rooming House • School, Primary or Secondary • School, University • Supportive Housing Facility, Transitional and/or Permanent • Vehicle Repair and Service

STAFF FILE REVIEW/ANALYSIS

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• Religious Institution • Restaurant, Indoor Service • Retail Business, Indoor • Retail Sales, Outdoor Temporary • Service Establishment • Veterinary Clinic (Domestic Animals Only)	
Where there is a discrepancy between Section 54.306 and this table, Section 54.306 shall prevail.	

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

54.403 Footnotes to Schedule of Regulations

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

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

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

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

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

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

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

(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.

STAFF FILE REVIEW/ANALYSIS

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- (J) Modified Rear Yard Setbacks in the M-U and CBD Districts.** In the M-U and CBD districts the required rear yard may be measured from the center of an alley abutting the rear lot line, provided the structure is not located in the alley.
- (L) Accessory Buildings and Structures.** For accessory buildings and structures, additional requirements for side yard setbacks, rear yard setbacks, and height are in [Section 54.705](#).
- (N) Height Exceptions and Increased Setbacks for Principal Buildings in the MFR and M-U Districts.** If the subject lot is adjacent to a lot zoned LDR, MDR, C, or CR, any portion of the building higher than 36.5 feet must be setback at least 8 feet from a minimum front yard setback line and at least 10 feet from any other minimum yard setback line.
- (O) Height Exemptions.** There shall be no height restriction on chimneys, flagpoles, public monuments, and wireless telecommunications facilities except when they are part of a special land use. Items attached to a building such as chimneys, weather vanes, lightning arrestors, etc. may be exempt as well.
- (S) Maximum Impervious Surface Coverage of a Lot in the LDR and MDR Districts, and single-family and two-family dwelling units in other zoning districts:** The maximum impervious surface coverage of a lot in the LDR and MDR Districts, and single-family and two-family uses in all other zoning districts shall be based on the lot areas as follows:
- | Maximum Impervious Surface Coverage Based on Lot Area |
|--|
| 60% of the lot area up to 8,712 sq. ft. (1/5 acre or less); plus |
| 50% of the area of the lot between 8,713 sq. ft. and 21,780 sq. ft. (1/2 acre); plus |
| 40% of the area of the lot between 21,781 sq. ft. and 43,560 sq. ft. (1 acre); plus |
| 30% of the area of the lot over 1 acre |
- (T) Storm Water Management.** For all uses except Single-family and Two-family dwelling units, please refer to Section 54.803 Storm Water Management. For Single-family and Two-family dwelling units, please refer to item Q above.
- (U) Landscape Buffer and Greenbelt Requirements.** The minimum setbacks may be increased in accordance with the landscape buffer and greenbelt standards of [Section 54.1003\(D\)](#).

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:

STAFF FILE REVIEW/ANALYSIS

Page 5 of 9

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, June 18, 2024.

(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 18, 2024.

- (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 (M-U)* on the *Future Land Use Map* of the Community Master Plan (CMP) and is designated as a *Planned Unit Development and Mixed-Use(M-U)* districts on the *Proposed Zoning Map* (excerpts attached). Approval of the Rezoning will amend the Official Zoning Map and the CMP's *Proposed Zoning Map* (which is presently being updated via the CMP Renewal Project) will be updated with the new M-U designation.

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.

Crescent Street and Cedar Street are classified as an “urban local street” per the Community Master Plan), therefore vehicular traffic volumes are low. Lakeshore Boulevard is classified as an “scenic corridor” per the Community Master Plan, therefore vehicular traffic volumes are moderate.

- (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.

Conditions of the property use has changed in recent years, as according to the owner there are no longer light manufacturing operations that present nuisance conditions in the neighborhood. Also, there was the “Zoning Ordinance” error described in item (1) above, but that error in the Zoning Map of the Land Development Code from 2019 was aligned with the Future Land Use Map and is in alignment with what the owner is seeking through this process.

- (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 rezoning would allow all of the possible land uses for a Mixed-Use zoning district. 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 surrounding zoning to the west

and north of the parcel.

- (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 adjacent use to the west is commercial and zoning is M-U. The other adjacent uses are residential and MDR and MFR.

- (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.

With the existing zoning district being PUD, they would have to apply for a major PUD amendment and receive approval from the City to add residential uses if the owner or future owner were to want add residences.

- (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. There are other M-U zoning districts to the north, west, and east of this parcel.

- (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.

Additional Comments:

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

STAFF FILE REVIEW/ANALYSIS

Page 9 of 9

Attachments:

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

PRINT

CITY OF MARQUETTE REZONING APPLICATION



CITY STAFF USE

Parcel ID#: 0370300 File #: 03-REZ-06-24 Date: 5-21-24
Hearing Date: 6-18-24 Application Deadline (including all support material): 5-21-24
Receipt #: 830212 Check #: 1028 + 1057 Received by and date: AM 5-21-24

FEE \$1,295 (We can only accept Cash or Check (written to the City of Marquette))

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:

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

Please review the attached excerpt from the Land Development Code.

APPLICANT CONTACT INFORMATION

PROPERTY OWNER

Name: Tom and Marilyn Taylor M&T LLC
Address: 541 5th St. -
City, State, Zip: Traverse City, MI 49684
Phone #: 231-449-9271
Email: ttaylor.tom@gmail.com

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

APPLICANT/OWNERS REPRESENTATIVE

Name: Sam
Address: _____
City, State, Zip: _____
Phone #: _____
Email: _____

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

PRE-APPLICATION CONFERENCE

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

PHASING OF APPLICATION

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

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

PROPERTY INFORMATION

Property Address: 446^E Crescent St. Property Identification Number: 0370300
Size of property (frontage / depth / sq. ft. or acres): 4 Lots 30,800 Square Feet
Surrounding Zoning Districts: North MU/Rg East ^{MU} Lake South MU West MU
Legal Description: Lots 233, 234, 235 and 236 Ely Park Sub-division
Lot 233 has already been rezoned by city and
we would like to divide this lot off. A Land Division
application has been filed

PROPOSAL

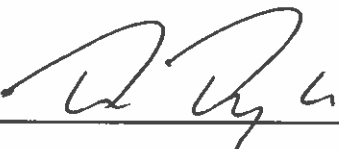
Current Zoning District: PUD Proposed Zoning District: Mixed Use

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

SIGNATURE

I hereby certify the following:

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

Property Owner Signature:  Date: 5/14/2024

03-REZ-06-24 Area Map



03-REZ-06-24 Block Map

- LEGEND**
- Building FootPrints
 - Parcels, Address Number Labels
 - Street Labels
 - Streets
 - Fire Hydrants
 - WaterShutOff
 - Water Valves & Gates
 - Water Lateral Lines
 - Watermains
 - Water Structures
 - Storm Manholes
 - Storm Catch Basins
 - Storm Pipes
 - Storm Ditches_and Streams
- INFO**
- DAYLIGHT
 - IN ROAD/BRIDGE CULVERT
 - IN STORM SEWER
 - Sewer_Lift_Stations
 - SewerCleanOuts
 - Sewer System Valves
 - Sewer Manholes
- San Flow Direction**
- FLOW DIR**
- EAST
 - NORTH
 - SOUTH
 - WEST
- Sewer Lateral Lines
 - Sewer Pressurized Mains
 - Sewer Gravity Mains
- City of Marquette, MI



03-REZ-06-24 Zoning Map

Park Street

920

916

912

405

411

421

425

425

425

425

425

425

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425

404

406

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905

900

Crescent Street

812

410

418

420

422

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436

438

440

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446

745

741

Cedar Street

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446

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511

Lakeshore Boulevard

1300

Prospect Street

420

434

436

438

440

442

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Friday, May 31, 2024

Local

The Mining Journal **3A**

and paths.

Volume 138, No. 127

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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 for the following: **03-REZ-06-24 - 446 E. Crescent St. (PIN: 0370300)**: MQT, LLC is requesting to rezone the property located at 446 E. Crescent Street which is zoned **Planned Unit Development (PUD)** to be zoned **Mixed-Use (M-U)**.

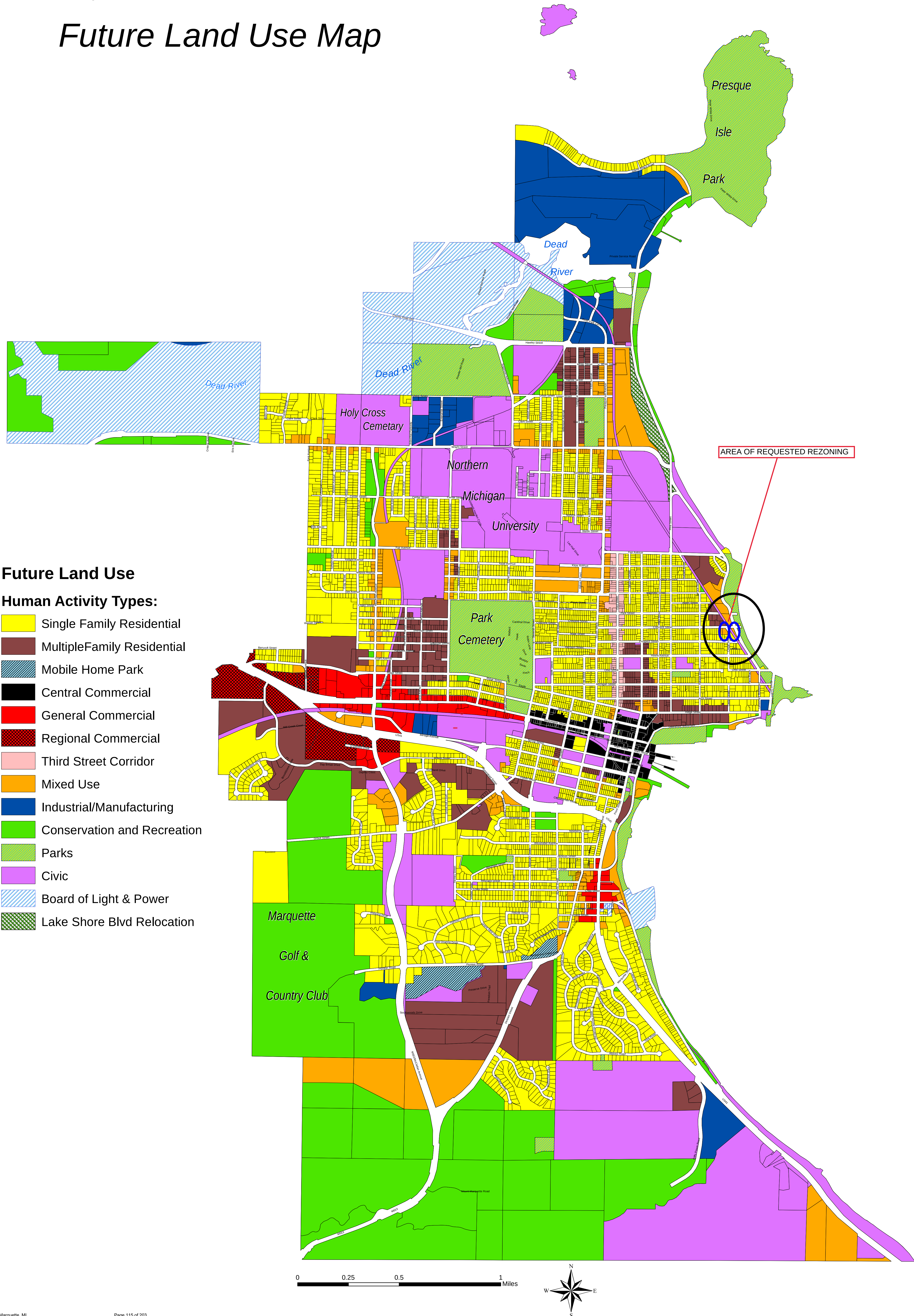
The public hearing for this request will be at 6:00 P.M. on Tuesday, June 18, 2024, in the Commission Chambers at City Hall, 300 W. Baraga Ave. If you wish to comment on this matter you may do so at that time. Written comments may also be submitted to the Community Development Department located at 1100 Wright Street, Marquette, Michigan 49855 or e-mail alanders@marquettetmi.gov. Written submissions will be accepted until 12:00 p.m. on June 18, 2024.

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

Andrea Landers, Zoning Official, 225-8383

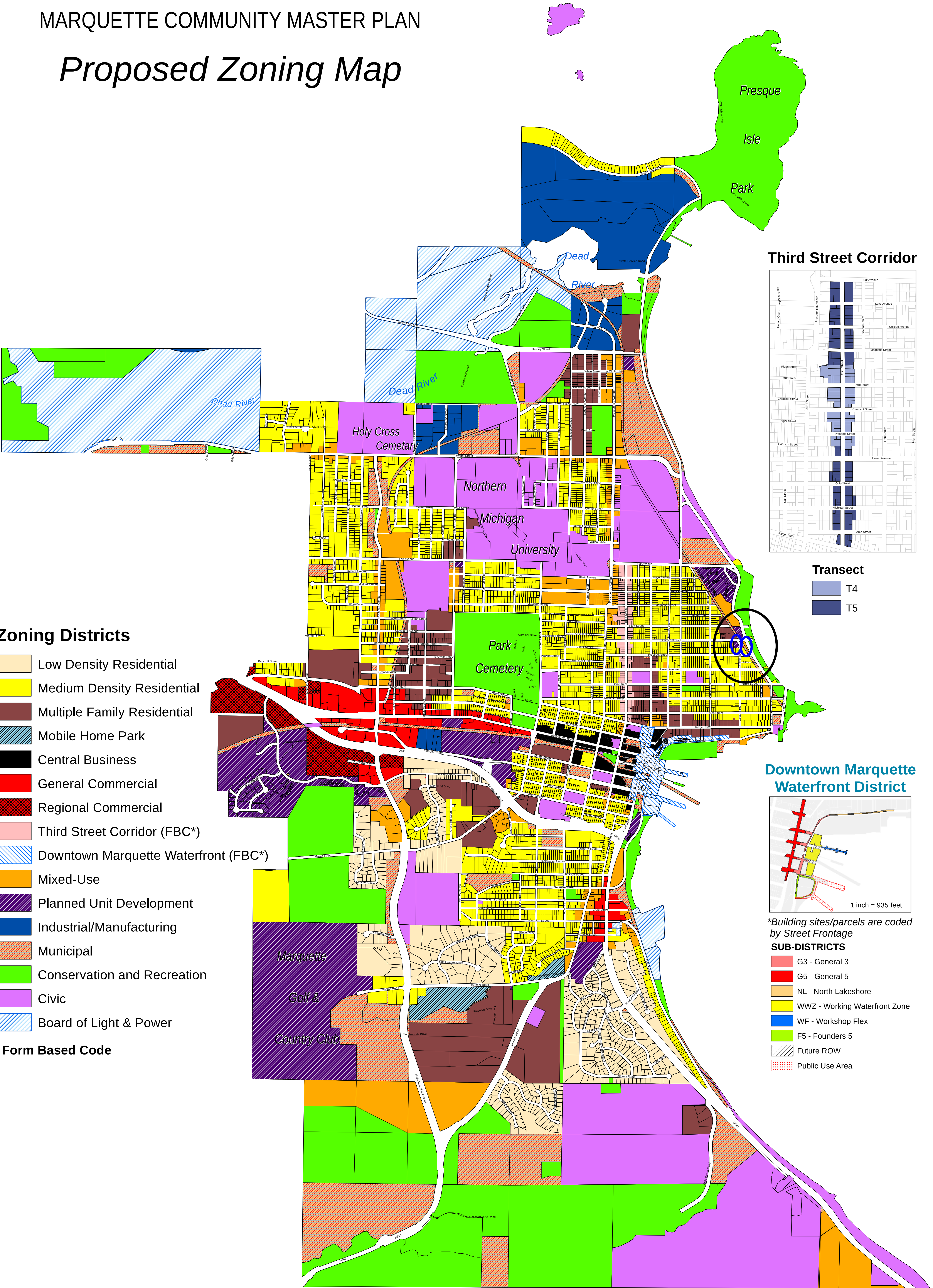
MARQUETTE COMMUNITY MASTER PLAN

Future Land Use Map



MARQUETTE COMMUNITY MASTER PLAN

Proposed Zoning Map

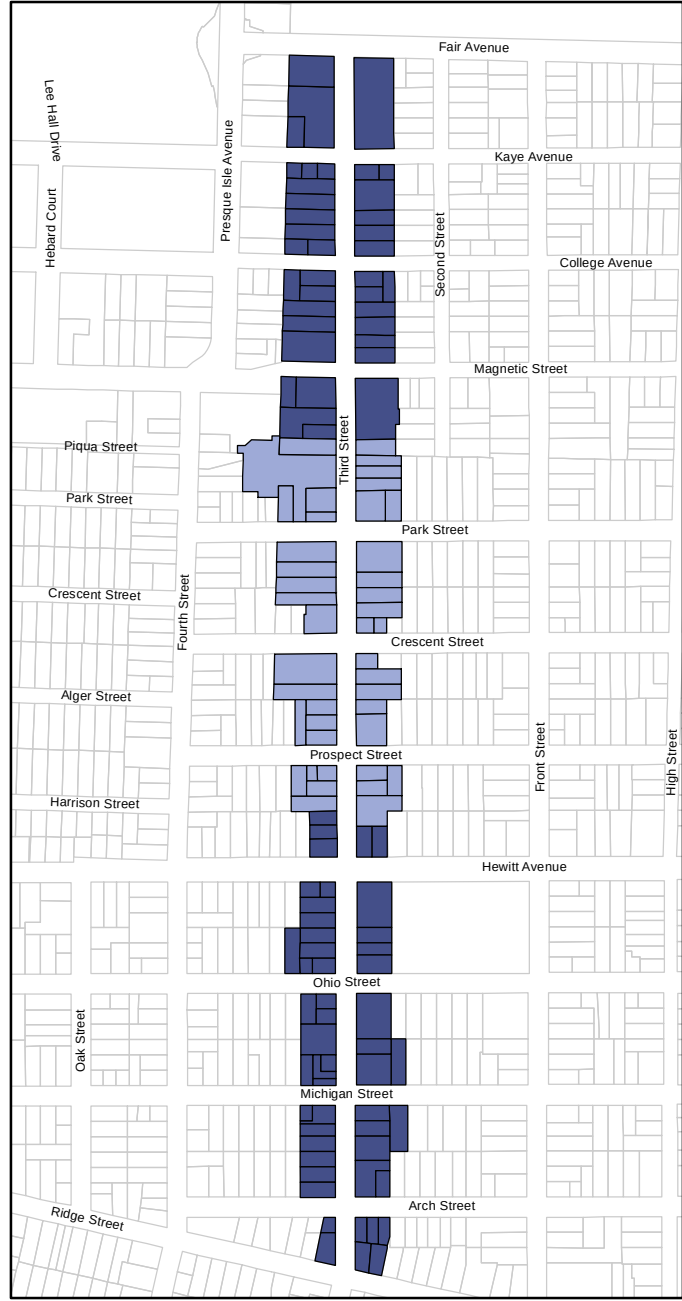


Zoning Districts

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

* Form Based Code

Third Street Corridor

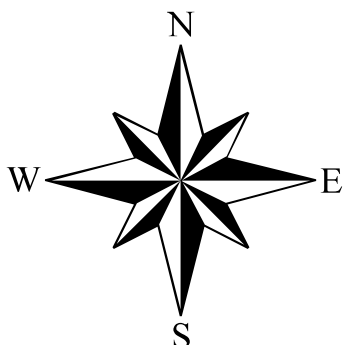
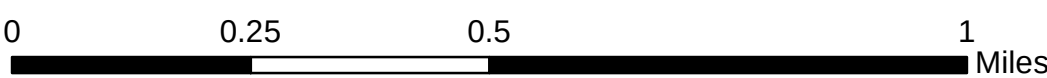


- Transect**
- T4
 - T5

Downtown Marquette Waterfront District



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



Rezoning

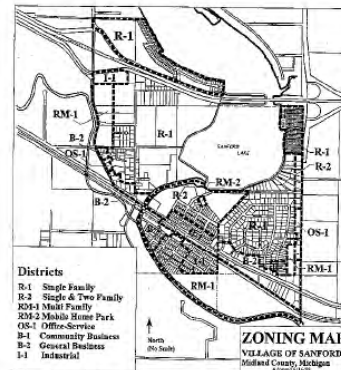
- The main question that must be answered when considering a rezoning is: *“Is that an appropriate location for that zone?”*
- The proposed use of land is not as important as is the fact that if the land is rezoned, any of the uses permitted in that zone may be established on that land.
- If a specific 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?

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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.

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SPOT ZONING CONSIDERATIONS

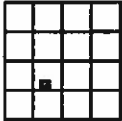
The following is an excerpt from a Planning Commissioner training/resource manual that summarizes the four characteristics of a "spot zone" - and explains that all four must be found in the subject rezoning request to constitute an "unjustified spot zone". The Planning Commission needs to address each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

SPOT ZONING

Characteristics

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

MSPO Basic Program: _____



What is a Spot Zone?

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

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

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

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

Small in Size

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

Inconsistent Uses

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

Special Benefit

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

Contrary to the Master Plan

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

REZONING CASE STUDY



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

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

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

MSPO Basic Program

Rezoning Case Study

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

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

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

WILLIS TOWNSHIP Zone Districts

C-1 Neighborhood Commercial

Permitted Uses

1. Grocery stores
2. Drug stores

Special Land Uses

1. Shopping centers

C-2 Community Commercial

Permitted Uses

1. Automobile services
2. Shopping centers

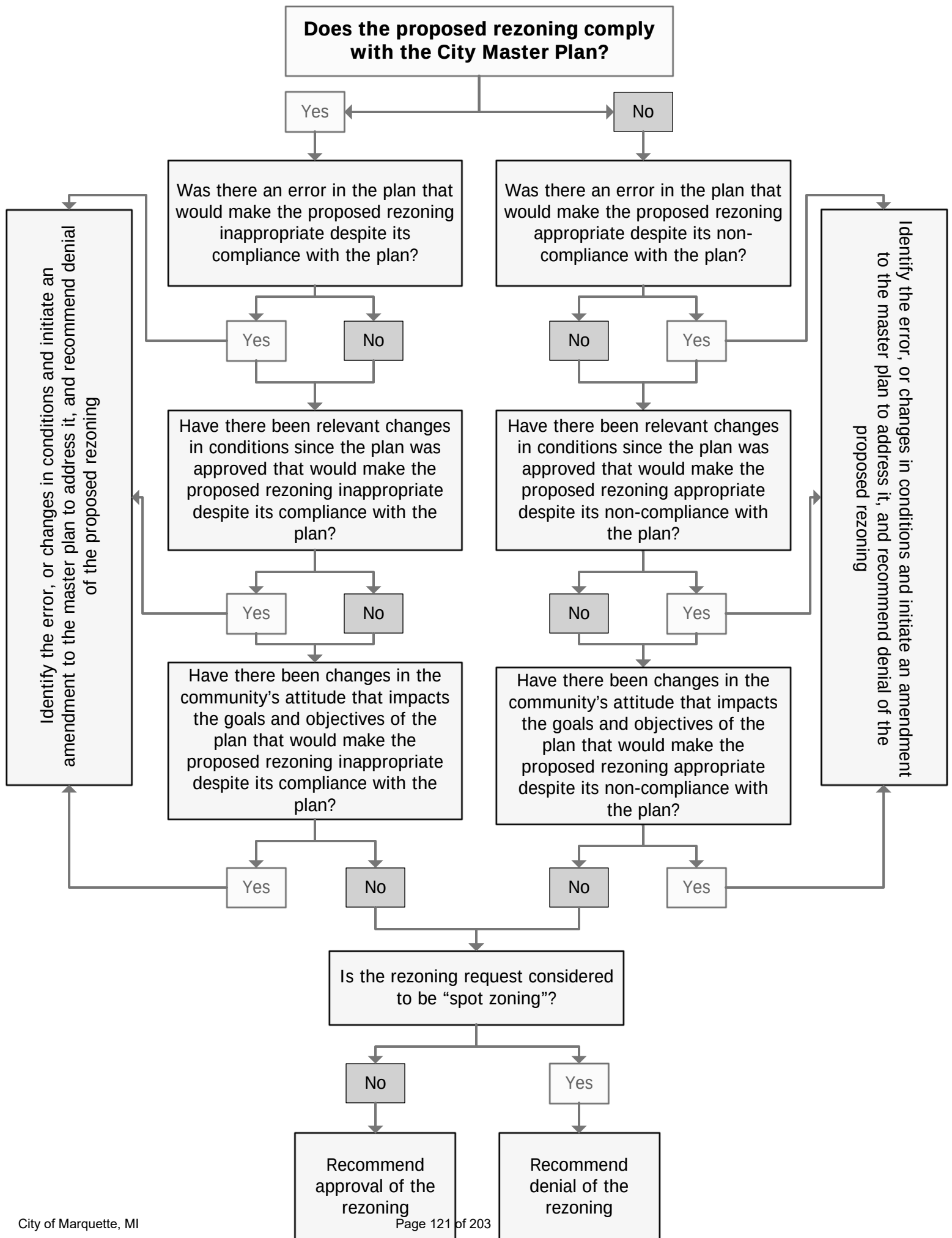
Special Land Uses

1. Auto body shops

MSPO Basic Program

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

WHAT ARE THE APPROPRIATE FACTORS TO CONSIDER?



City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 7/8/2024

New Business **ITRON Managed Services**

BACKGROUND:

At the July 31, 2017 meeting, the City Commission entered into a performance contract agreement with Johnson Controls, Inc. to provide a City-wide energy-based performance contract solution. Part of the project scope included full implementation of a water advanced metering infrastructure (AMI) system. The software required to operate the AMI system is sold by Itron, Inc. and requires a separate software agreement outside of the Johnson Controls performance contract. The annual cost of the software agreement is already included in the Johnson Controls performance contract cash flow.

The purpose of this amendment to the Itron agreement is to add Managed Services to the Software as a Service (SaaS) and reduce the annual contract escalation rate of the agreement from 5% to 3% which is more in line with typical service contracts.

Under the current SaaS agreement Itron is responsible for the maintenance, availability, and performance of the hosted back-office. Itron is responsible for the back-office availability and file delivery but not the read rate on the field equipment. The City is responsible for the daily operations encompassing the Field Area Network (CGRs and CAMs) as well as endpoint data collection and integrity. The Managed Services package includes read rate service level agreement, and 24-7-365 support. Itron, Inc. is responsible for the Field Area Network as well as endpoint data collection and data integrity.

The CGRs are now obsolete and in need of replacement this fiscal year. City staff considered the cost of adding Managed Services to the Itron agreement versus the cost of replacing the CGRs and adding a network engineer/application engineer/systems administrator to the IT staff and determined it was more cost effective to add Managed Services to the agreement.

FISCAL EFFECT:

The annual cost of the SaaS agreement is included in the Johnson Controls project budget for FY 23-24. The cost of adding Managed Services to the current fiscal year is \$58,451. There is a maintenance credit from Itron in the amount of \$21,736.64. A budget adjustment will be required in the amount of \$36,714.36 which is split equally between the water fund and sewer fund. Both have adequate funding available.

RECOMMENDATION:

Approve the amendment to the original software agreement with Itron, Inc. for the water AMI software to now include Managed Services, and authorize the Mayor and City Clerk to sign the

amendment to the agreement.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Original Itron Agreement
- ▣ Amendment
- ▣ RIVA SaaS - Managed Services Presentation
- ▣ Field Map

INDIRECT SALES AGREEMENT

This Indirect Sales Agreement (the "**Agreement**") is entered into as of 12/11/2017 (the "Effective Date") by and between Itron, Inc. ("**Itron**") and The City of Marquette ("**Customer**"). Itron and Customer may each be referred to as a "**Party**" and together as the "**Parties**."

Customer shall execute this Agreement prior to its receipt of any Itron software, services or equipment by an authorized Itron distributor (each a "**Distributor**"). The terms of Customer's agreement with a Distributor shall govern Customer's purchase of Itron equipment or services from a Distributor (it being understood that Distributor will pass certain Itron warranties through to Customer). The terms of this Agreement shall govern (i) any software provided by Itron, regardless of whether the order for such software is placed with a Distributor or directly with Itron, and (ii) any order of equipment or services placed directly with Itron.

The Parties agree as follows:

1. Software Terms

SECTION 1 BELOW APPLIES ONLY TO ITRON SOFTWARE LICENSED TO CUSTOMER AND DOES NOT APPLY TO SOFTWARE-AS-A-SERVICE:

a. Definitions.

"**Delivery**," with respect to Software, means that Itron has either made the Software available to Distributor via electronic means or has provided the Software to a carrier on physical media for delivery to Distributor.

"**Documentation**" means all printed or electronic materials published or otherwise that are provided to Customer and that describe or relate to the functional, operational or performance capabilities of the Software.

"**Endpoint**" means (i) a physical device (e.g., a meter, encoder-transmitter-receiver or other measuring or monitoring device) that is the source of data used in the Software application or (ii) a virtual device created in the Software application to simulate the existence of a physical device. An example of a virtual device that is an Endpoint would include a single electricity meter that serves 10 apartment units. If the consumption data from that electricity meter was divided between the 10 units (e.g., on the basis of square footage) and used in the Software application as if that single electricity meter was actually 10 electricity meters, it would count as 10 Endpoints. Further, each account, whether active or inactive, in the application that is associated with a single physical device counts as a separate Endpoint.

"**Object Code**" means the binary, machine-readable version of the Software.

"**Software**" means software identified on Attachment A that is owned by Itron and any modifications, corrections, improvements or enhancements thereto provided by Itron.

"**Source Code**" means human-readable computer programming code, associated procedural code and related documentation.

"**Specifications**" means the applicable published Itron functional specifications for an item of Software.

"**Third Party Software**" means software that is not owned by Itron but is identified on Attachment A as being provided by Itron.

"**Use**" means the ability to run, execute, display and, subject to the restrictions described below, duplicate and distribute internally.

"**Warranty Period**," with respect to a particular item of Software, means the warranty term beginning on the warranty start date, as set forth on Attachment A.

b. License Grant.

Subject to the terms of this Agreement, Itron grants to Customer a nonexclusive, nontransferable, perpetual Object Code license to Use the Software and Documentation for its internal business purposes only in connection with the number of Endpoints set forth in Attachment A.

c. Restrictions.

As a condition to the foregoing license grant, Customer shall not (i) violate any restriction set forth on Attachment A, (ii) modify or create any derivative work from the Software, (iii) include the Software in any other software, (iv) use the Software to provide processing services to third parties or on a service bureau basis, (v) reverse assemble, decompile, reverse engineer or otherwise attempt to derive Source Code (of the underlying ideas, algorithms, structure or organization) from Software, or (vi) use the Software to process business information concerning customers derived through merger, asset acquisition or other entity combination. Except as expressly permitted in this Agreement, Customer may not copy the Software other than to make one machine readable copy for disaster recovery or archival purposes. Customer may only make copies of Documentation as reasonably necessary for the use contemplated herein. The Software and Documentation shall be considered the confidential information of Itron and, as such, shall be subject to the confidentiality provisions of this Agreement.

d. Invoicing.

Distributor will invoice Customer for the Software and Itron will invoice Distributor.

e. Limited Software Warranty

i. Warranty and Remedy.

For the Warranty Period, Itron warrants to Customer that the Software will perform substantially in accordance with the Specifications. Itron does not warrant that the Software will operate uninterrupted or error-free. Itron's sole obligation and Customer's exclusive remedy in connection with the breach of a warranty provided under this Section shall be for Itron to repair or replace the non-conforming Software. If Itron, in its sole discretion, is unable to repair or replace non-conforming Software, Itron will refund to Customer the amount paid for such Software. Software that is repaired or replaced pursuant to this Section will be warranted for the remainder of the original warranty

period or 30 days, whichever is longer. Customer's license to Software for which it has received a refund hereunder shall terminate upon its receipt of a refund.

ii. *Exclusions.*

The warranty provided in this Section shall not apply to the extent that non-compliance relates to or is the result of (i) use of the Software in combination with software, equipment or communications networks not provided by Itron, (ii) a change to the Software's operating environment not made or authorized by Itron, (iii) Customer's failure to install any correction or enhancement provided by Itron, (iv) viruses introduced through no fault of Itron, (v) any use of the Software not authorized by this Agreement. The warranty provided in this Section is valid only if Customer has complied with the terms of this Agreement (including paying the applicable Software license fees) and shall be void to the extent of any modification to the Software not authorized by Itron.

f. *Third Party Software and Documentation.*

Itron shall provide the Third Party Software, if any, identified on Attachment A and any related documentation. Any Third Party Software, and related documentation provided by Itron in connection with this Agreement shall be subject to a separate license agreement between the Customer and the third party software provider and will be subject to separate third party warranties, if any. Customer agrees that it will be bound by and will abide by all such third party software licensing arrangements. Customer is solely responsible for acquiring any software that is required to use the Software or Third Party Software.

g. *Audit.*

Customer will maintain accurate and detailed records as necessary to verify compliance with this Agreement. Itron may audit these records to verify compliance at any time during Customer's regular business hours after giving notice 5 business days in advance of the audit. Except as described below, Itron will bear all costs and expenses associated with the exercise of its audit rights. Any errors in payments identified will be corrected by Customer by appropriate adjustment. In the event of an underpayment of more than 5 percent, Customer will reimburse Itron the amount of the underpayment, reasonable costs associated with the audit, and interest on the overdue amount at the maximum allowable interest rate from the date the obligation accrued.

h. *Obligations Upon Termination for Cause.*

Upon a termination by Itron for cause, Customer's license to any Software and right to receive maintenance and support for such Software shall immediately terminate and Customer shall (i) delete any Software from all of its computers, (ii) immediately deliver to Itron or destroy all copies of such Software and any related Documentation and (iii) certify in writing to Itron within 10 days of any such termination that, to the best of Customer's knowledge, Customer has complied with this Section.

i. *Other Provisions.*

Customer shall not, directly or indirectly, export or transmit the Software to any country to which such export or transmission is prohibited by any applicable regulation or statute. The Parties agree that Software provided under this Agreement shall be deemed to be "goods" within the meaning of Article 2 of the Uniform Commercial Code, except when such a practice would cause an unreasonable result. The Parties agree that the Uniform Computer Information Transaction Act (or a version thereof or substantially similar law) shall not govern this Agreement.

2. Equipment Terms

SUB-ITEMS a., b. AND c. BELOW APPLY ONLY TO EQUIPMENT PURCHASED BY CUSTOMER DIRECTLY FROM ITRON:

a. *Equipment Purchase.*

Customer agrees to purchase the equipment, if any, identified on Attachment A (the "**Equipment**") from Itron at the price(s) and in the quantities set forth thereon pursuant to the terms of this Agreement. Prices set forth on Attachment A are valid for one year from the date of this Agreement.

b. *Ordering*

During the term of this Agreement, Customer shall order quantities of Equipment by issuing a purchase order, change order or release (each an "**Order**") to Itron, in each case specifying the type and quantity of Equipment, the shipment destination and the requested delivery date. Unless otherwise agreed in a separate writing signed by an authorized representative of each Party, the requested delivery date in an Order must be no earlier than ninety days following Itron's receipt of such Order.

c. *Firmware*

The purchase of Equipment manufactured by Itron will include a perpetual, irrevocable license to use and execute any software embedded in the Equipment. The license to any software embedded in third party Equipment provided by Itron shall be between Customer and the manufacturer of such third party Equipment.

d. *Invoicing.*

Itron will invoice Customer for the Equipment upon shipment.

e. *Delivery, Title and Risk of Loss.*

Unless otherwise agreed by the Parties, Itron will make arrangements with its carrier to deliver Equipment to Customer's location at Customer's expense. For Equipment delivered to Canada, title to the Equipment and risk of loss shall pass to Customer upon delivery to the Customer. For Equipment delivered to all other locations, title to the Equipment and risk of loss shall pass to Customer upon Itron's delivery to a carrier for shipment to Customer.

f. *Limited Equipment Warranty*

i. *Warranty and Remedy.*

Except as otherwise set forth on Attachment A, Itron warrants to Customer that the Equipment that is manufactured by Itron will be free from defects in materials and workmanship and will conform to the applicable published Itron specifications for a period of one year from the date of shipment if purchased directly from Itron and 14 months if purchased through a Distributor. Except to the extent otherwise provided in Attachment A, Itron's sole obligation and Customer's exclusive remedy in connection with the breach of a warranty provided under this Section or under Attachment A shall be for Itron to repair non-conforming Equipment or provide Customer with replacement Equipment after Customer has returned non-conforming Equipment properly packaged and prepaid to a repair facility designated by Itron in accordance with Itron's then-current RMA procedures. If Itron, in its sole discretion, determines that it is unable to repair or replace such non-conforming Equipment, Itron will refund to Customer the amount paid for such Equipment. Equipment that is repaired or replaced pursuant to this Section will be warranted for the remainder of the original warranty period or 30 days, whichever is longer. Customer will pay the cost of returning non-conforming Equipment to the place of repair designated by Itron and Itron will pay the cost of delivering repaired or replacement Equipment to Customer.

ii. *Exclusions.*

The warranty provided herein does not cover damage due to external causes, including accident, abuse, misuse, inadequate maintenance, problems with electrical power, acts of God; service (including installation or de-installation) not performed or authorized by Itron; usage not in accordance with product instructions or in a configuration not approved by Itron; normal wear and tear; and problems caused by use of parts and components not supplied by Itron. The warranty provided herein shall be void if the Equipment is modified in a way not authorized in writing by Itron. The above warranty does not cover any third party equipment provided by Itron. Any warranty for such equipment will be between Customer and the third party manufacturer.

3. *Cloud Service Terms*

a. *Access to Cloud Service.*

Subject to the terms of this Agreement, Itron grants to Customer, for its internal business purposes only, the non-transferrable, non-exclusive right to access and use the service identified on Attachment A (the "**Cloud Service**") in accordance with the terms of service attached hereto as Attachment B (the "**Terms of Service**").

b. *Use Restrictions.*

Customer is responsible for maintaining the confidentiality of all information required to access the Cloud Service and for the activities of its employees or representatives that access the Cloud Service. Customer will not (i) access or use the Cloud Service other than in accordance with the Cloud Service documentation; (ii) reverse engineer the software underlying the Cloud Service; (iii) engage in any activity that interferes with or disrupts the Cloud Service or any servers or networks connected to the Cloud Service; (iv) allow a third party to access the Cloud Service or operate the Cloud Service for the benefit of a third party, including as a service bureau; (v) modify or create derivative works based on the Cloud Service; or (vi) use the Cloud Service in a manner that violates any law or regulation or the rights of any third party.

c. *Cloud Service Term.*

Itron will make the Cloud Service available to Customer for an initial one-year period beginning on the Effective Date. Thereafter, Itron shall provide the Cloud Service for successive one-year periods unless the Cloud Service is terminated in writing by either Party at least 90 days prior to the end of the then-current one-year period.

d. *Invoicing.*

Itron shall invoice Customer for the initial annual Cloud Service fee identified on Attachment A immediately following the Effective Date. Thereafter, Itron shall invoice Customer for each successive one-year period prior to the commencement of such period. Itron may elect to increase the annual fee for any successive annual period by providing Customer with written notice of such increase at least 90 days prior to the commencement of such period.

e. *Customer Data.*

Customer retains all right, title and interest in and to any electronic data or information contained in any database, table or similar file or document provided by Customer for use in connection with any Cloud Service (the "**Customer Data**"). Customer grants to Itron a license to use the Customer Data to the extent necessary for Itron to provide the Cloud Service, or as required by law. Customer is solely responsible for the Customer Data, including providing the Customer Data required for proper operation of the Cloud Service, and will not provide, post or transmit any Customer Data or any other information or material that: (i) infringes or violates the rights of any third party or any law or regulation or (ii) contains any virus or programming routine that has the effect of damaging, surreptitiously intercepting or expropriating any system, data or personal information. Itron may take any remedial action it deems advisable to address any violation of this Section but Itron is under no obligation to review Customer Data for accuracy or potential liability. Customer agrees to indemnify Itron for any loss or damage suffered by Itron in connection with Customer's breach of its obligations under this Section.

f. *Service Levels.*

Itron agrees to make commercially reasonable efforts to: (i) maintain Appropriate Security Measures (defined below); (ii) provide regular backups for the Customer Data as further described in the Terms of Service; and (iii) make the Cloud Service generally available 24 hours a day and 7 days a week except for (y) planned downtime in accordance with the Terms of Service and (z) downtime caused by circumstances beyond Itron's reasonable control, including telecommunications or network failures or delays, computer failures that could not reasonably have been prevented by Itron or acts of vandalism (e.g., network intrusions and denial of service attacks). Itron's sole obligation, and Customer's exclusive remedy, in connection with a breach of any obligation of Itron with respect to the performance or

availability of the Cloud Service shall be for Itron, at its option, to correct the failure or to refund to Customer the amount paid for the Cloud Service for the period in which it was affected. Customer's subscription to the Cloud Service shall terminate upon its receipt of any such refund. **"Appropriate Security Measures"** means customary technical, physical and procedural controls to protect Customer Data against destruction, loss, alteration, or unauthorized disclosure to third parties. Customer acknowledges that, notwithstanding Appropriate Security Measures, use of or connection to the Cloud Service presents the opportunity for unauthorized third parties to circumvent such precautions and illegally gain access to the Cloud Service and Customer Data. Accordingly, Itron does not guarantee the privacy, security or authenticity of any information stored in connection with or transmitted to or from any Cloud Service.

g. **Federal Communications Commission ("FCC") Licensed Facilities.**

Customer acknowledges and agrees that Itron maintains the exclusive right to operate and control any Federal Communications Commission ("FCC") licensed facilities involved in the provision of services, including the transmitter and other components that produce RF energy (e.g. Itron Cell Control Units, Endpoints, etc.). Itron will make all decisions regarding any FCC licenses used to implement the Cloud Services provided for by this Agreement, including the preparation and filing of applications with the FCC.

4. **Software-as-a-Service.**

Any Software-as-a-Service purchased by Customer shall be governed by the Software-as-a-Service Addendum to this Agreement in addition to the terms of this Agreement.

5. **Payment Terms and Taxes.**

The following terms shall apply to any equipment, services, Software-as-a-Service, or software purchased by Customer directly from Itron. For invoices not paid within 45 days of the invoice date, in addition to other remedies to which Itron may be entitled, Itron may charge Customer a late fee of one percent per month applied against overdue amounts. Customer shall also be responsible for collection costs associated with late payment, if any, including reasonable attorneys' fees. No endorsement or statement on any check or payment or in any letter accompanying a check or payment or elsewhere shall be construed as an accord or satisfaction. Unless otherwise indicated on Attachment A, Customer shall pay all amounts owing under this Agreement in U.S. Dollars. The prices set forth on Attachment A do not include taxes. Customer will be responsible for and pay all applicable sales, use, excise, value-added and other taxes associated with the provision of products or services by Itron, excluding taxes on Itron's income generally. If Customer is a tax exempt entity, or pays taxes directly to the state, Customer will provide Itron with a copy of its Tax Exemption Certificate or Direct Pay Permit, as applicable, upon execution of this Agreement. Notwithstanding the foregoing, Software-as-a-Service shall be invoiced according to Section 2 of the Software-as-a-Service Addendum.

6. **Changes.**

Changes to the products or services ordered by Customer pursuant to this Agreement, including the purchase of additional quantities or entirely new products or services, may be made at Itron's then-current pricing by purchase order or Change Order (in a form acceptable to Itron), provided that any such purchase order must first be accepted by Itron.

7. **Confidentiality.**

With respect to any information supplied in connection with this Agreement and designated by either Party as confidential, or which the recipient should reasonably believe to be confidential based on its subject matter or the circumstances, the recipient agrees to protect the confidential information in a reasonable and appropriate manner, and to use and reproduce the confidential information only as necessary to realize the benefits of or perform its obligations under this Agreement and for no other purpose. The obligations in this Section will not apply to information that is: (i) publicly known; (ii) already known to the recipient; (iii) lawfully disclosed by a third party; (iv) independently developed; or (v) disclosed pursuant to a legal requirement or order. The recipient may disclose the confidential information on a need-to-know basis to its contractor's, agents and affiliates who agree to confidentiality and non-use terms that are substantially similar to these terms. The parties acknowledge and agree that any software provided by Itron in connection with this Agreement shall be considered the confidential information of Itron.

8. **IP Ownership**

Between Itron and Customer, all patents, copyrights, mask works, trade secrets, trademarks and other proprietary rights in or related to any product, software or deliverable provided by Itron pursuant to this Agreement are and will remain the exclusive property of Itron. Any modification or improvement to an Itron product or deliverable that is based on Customer's feedback shall be the exclusive property of Itron. Customer will not take any action that jeopardizes Itron's proprietary rights nor will it acquire any right in any such product, software or deliverable or Itron's confidential information other than rights granted in this Agreement.

9. **Indemnification**

a. **General Indemnity.**

Itron will defend Customer from any third party claim for (i) wrongful death of or bodily injury, to the extent caused by Itron's gross negligence or intentional torts, or (ii) physical damage to tangible personal property, to the extent caused by Itron's gross negligence or intentional torts, and will pay costs and damages awarded against Customer in any such claim that are specifically attributable to Itron's gross negligence or intentional torts or those costs and damages agreed to by Itron in a monetary settlement of such claim.

b. **Infringement Indemnity.**

Itron will defend at its own expense any action brought against Customer by an unaffiliated third party to the extent that the action is based upon a claim that any product manufactured, software licensed or service provided by Itron hereunder directly infringes any U.S. patent (issued as of the Effective Date) or any copyright or trademark, and Itron will pay those costs and damages awarded against Customer in any such action that are specifically attributable to such claim or those costs and damages agreed to by Itron in a monetary settlement of such action. The foregoing indemnity does not apply to products not manufactured by Itron or software licensed by third parties.

c. *Conditions to Infringement Indemnity.*

Itron's infringement indemnity obligations under this Section are conditioned on Customer's agreement that if the applicable product or service, becomes, or in Itron's opinion is likely to become, the subject of such a claim, Customer will permit Itron, at Itron's option and expense, either to procure the right for Customer to continue using the affected product or service or to replace or modify the same so that it becomes non-infringing. Such replacements or modifications will be functionally equivalent to the replaced product or service. If the foregoing alternatives are not available on terms that are reasonable in Itron's judgment, Itron shall have the right to require Customer to cease using the affected product or service in which case Itron will refund to Customer the depreciated value of the affected product or service.

d. *Exclusions.*

Itron shall have no obligation under this Agreement to the extent any claim of infringement or misappropriation results from: (i) use of a product or service, other than as permitted under this Agreement or as intended by Itron, if the infringement would not have occurred but for such use; (ii) use of any product or service in combination with any other product, equipment, software or data, if the infringement would not have occurred but for such combination; (iii) any use of any release of a software or any firmware other than the most current release made available to Customer, (iv) any claim based on Customer's use of a product after Itron has informed Customer of modifications or changes to the product required to avoid such claims and offered to implement those modification or changes, if such claim would have been avoided or mitigated by the implementation of Itron's suggestions, (v) any modification to a product made by a person other than Itron or an authorized representative of Itron, or (vi) compliance by Itron with specifications or instructions supplied by Customer. Itron shall not be liable hereunder for enhanced or punitive damages that could have been avoided or reduced by actions within the control of Customer.

e. *Right to Defend.*

As a condition to Itron's indemnity obligations under this Agreement, Customer will provide Itron with prompt written notice of the claim, permit Itron to control the defense or settlement of the claim and provide Itron with reasonable assistance in connection with such defense or settlement. Customer may employ counsel at its own expense to assist it with respect to any such claim.

f. *Indemnity Disclaimer*

THIS SECTION CONSTITUTES ITRON'S SOLE AND EXCLUSIVE OBLIGATION WITH RESPECT TO THIRD PARTY CLAIMS BROUGHT AGAINST CUSTOMER.

10. Warranty Disclaimer.

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, ITRON DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, CONDITIONS OR REPRESENTATIONS INCLUDING, WITHOUT LIMITATION, (I) IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, (II) WARRANTIES OF TITLE AND AGAINST INFRINGEMENT AND (III) WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. TO THE EXTENT ANY IMPLIED WARRANTY CANNOT BE EXCLUDED, SUCH WARRANTY IS LIMITED IN DURATION TO THE EXPRESS WARRANTY PERIOD.

11. WAIVER OF CONSEQUENTIAL DAMAGES.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR COVER OR FOR INCIDENTAL, SPECIAL, CONSEQUENTIAL (INCLUDING LOSS OR CORRUPTION OF DATA OR LOSS OF REVENUE, SAVINGS OR PROFITS) OR EXEMPLARY DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ITRON'S PRICING REFLECTS THIS ALLOCATION OF RISKS AND LIMITATION OF LIABILITY.

12. CAP ON LIABILITY.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, EXCEPT FOR A BREACH BY CUSTOMER OF (I) ANY INTELLECTUAL PROPERTY RIGHT OF ITRON OR (II) ANY LICENSE GRANTED BY ITRON HEREUNDER, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR DAMAGES IN EXCESS OF FIFTY PERCENT (50%) OF THE FEES PAID BY CUSTOMER TO ITRON UNDER THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD PRIOR TO THE DATE OF ANY CLAIM. THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION IN THE AGGREGATE. ITRON'S PRICING REFLECTS THIS ALLOCATION OF RISKS AND LIMITATION OF LIABILITY.

13. Term and Termination

a. *Term of Agreement.*

Unless terminated earlier as provided herein, the term of this Agreement shall be from the Effective Date through December 31st of the year in which any products or services to be provided hereunder have been provided. The term of this Agreement shall thereafter automatically renew for successive one year periods unless either Party provides the other with written notice of its intent not to renew at least 90 days prior to such termination; provided, however, that Customer shall be obligated to purchase and Itron shall be obligated to provide any product or service that is the subject of an unfulfilled order accepted by Itron prior to the time of any such termination. Notwithstanding the foregoing, the term of any license provided by Itron hereunder shall be as set forth in the provision granting such license.

b. *Termination for Cause.*

Either Party may terminate this Agreement by providing the other Party with written notice if the other Party (i) becomes insolvent, executes a general assignment for the benefit of creditors or becomes subject to bankruptcy or receivership proceedings; (ii) breaches its obligations related to the other Party's confidential information; or (iii) commits a material breach of this Agreement, the Distributor/Customer agreement or the Distributor/Itron agreement that remains uncured for 30 days following delivery of written notice

of such breach (including, but not necessarily limited to, a statement of the facts relating to the breach or default, the provisions of this Agreement that are in breach or default and the action required to cure the breach or default).

c. *Survival.*

Any provision of this Agreement that contemplates performance or observance subsequent to termination or expiration of this Agreement shall survive termination or expiration and continue in full force and effect for the period so contemplated including, but not limited to, provisions relating to warranties and warranty disclaimers, intellectual property ownership, payment terms, confidentiality, waiver of consequential damages, and cap on liability.

14. **Miscellaneous**

a. *Entire Agreement.*

This Agreement and any attachments hereto constitute the entire agreement between the Parties with respect to the subject matter hereof and supersede all previous agreements pertaining to such subject matter. All prior agreements, representations, warranties, statements, negotiations, understandings, and undertakings are superseded hereby and Customer represents and acknowledges that it has not relied on any representation or warranty other than those explicitly set forth in this Agreement in connection with its execution of this Agreement. Neither Party shall be bound by terms and conditions imprinted on or embedded in purchase orders, order acknowledgments, statements of work not attached hereto or other communications between the Parties subsequent to the execution of this Agreement.

b. *Amendments and Waivers.*

Any term of this Agreement may be amended and the observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively), only by a writing signed by an authorized representative of each Party and declared to be an amendment hereto. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision. No waiver granted under this Agreement as to any one provision herein shall constitute a subsequent waiver of such provision or of any other provision herein, nor shall it constitute the waiver of any performance other than the actual performance specifically waived.

c. *Governing Law.*

This Agreement and performance hereunder will be governed by and construed in accordance with the laws of the State of Michigan without reference to Michigan conflicts of law principles or the United Nations Convention on Contracts for the Sale of Goods.

d. *Assignment.*

Customer may not assign or transfer its interests, rights or obligations under this Agreement by written agreement, merger, consolidation, operation of law or otherwise without the prior written consent of an authorized executive officer of Itron. Any attempt to assign this Agreement by Customer shall be null and void. For purposes of this Agreement, the acquisition of an equity interest in Customer of greater than 25 percent by any third party shall be considered an assignment.

e. *Publicity.*

Unless otherwise provided in a separate confidentiality agreement between the Parties, each Party may issue a press release following the execution of this Agreement, subject to the other Party's written approval, which shall not be unreasonably withheld. Each Party hereby consents to the other Party's use of its name, URL and logo on its website and in its customer and partner lists for corporate and financial presentations.

f. *Force Majeure.*

Neither Party will be responsible for any failure or delay in performing any obligation hereunder if such failure or delay is due to a cause beyond the Party's reasonable control, including, but not limited to acts of God, flood, fire, volcano, war, third-party suppliers, labor disputes or governmental acts (a "**Force Majeure Event**"). Notwithstanding the foregoing, no obligation to make any payment required under this Agreement is excused as a result of a Force Majeure Event.

g. *Notices.*

Any notice required or permitted under this Agreement or required by law must be in writing and must be delivered in person, by facsimile, by certified mail (return receipt requested), or by a nationally recognized overnight service with all freight charges prepaid, to the address set forth below. Notices will be deemed to have been given at the time of actual delivery, if in person, or upon receipt (as evidenced by facsimile confirmation, return receipt or overnight delivery verification). Either Party may change its address for notices by written notice to the other Party in accordance with this Section.

Itron: Attn: General Counsel
Itron, Inc.
2111 North Molter Road
Liberty Lake, WA 99019

Customer: Attn: City Manager
City of Marquette
300 W. Baraga Ave
Marquette, MI 49855

h. *Miscellaneous.*

Headings used in this Agreement are intended for convenience or reference only and will not control or affect the meaning or construction of any provision of this Agreement. If any provision in this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will in no way be affected or impaired thereby and such provision shall be interpreted so as to best accomplish the intent of the Parties within the limits of applicable law. Any principle of construction or rule of law that provides that an agreement shall be construed against the drafter of the agreement shall not apply to the terms and conditions of this Agreement. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered will be deemed an original, and all of which together shall constitute one and the same agreement. If available, maintenance and support for products will be provided pursuant to the Maintenance Addendum attached hereto. Itron shall perform all work to be performed in connection with this

Agreement as an independent contractor and not as the agent or employee of Customer. All persons furnished by Itron shall be for all purposes solely Itron's employees or agents and shall not be deemed to be employees of Customer for any purpose whatsoever. This Agreement is entered into only for the benefit of Customer and Itron. No other person or entity shall have the right to make any claim or assert any right hereunder, and no other person or entity shall be deemed a beneficiary of this Agreement.

[Signature Page Follows]

SIGNATURE PAGE
TO
INDIRECT SALES AGREEMENT

Agreed to and accepted:

Itron, Inc.

Signature: Julie Schmitt

Print Name: Julie Schmitt

Title: Director, Finance

Date: December 5, 2017

City of Marquette

Signature: Thomas L. Baldini

Print Name: Thomas L. Baldini

Title: Mayor

Date: 12/11/17

Signature: Kris M. Hazen

Print Name: Kris M. Hazen

Title: Clerk

Date: 12/12/17

Approved as to Substance:

Signature: L. M. Angeli

Print Name: L. MICHAEL ANGELI

Title: City Manager

Date: 12/11/17

Approved as to Form:

Signature: Rld O Keefe

Print Name: RONALD O KEEFE

Title: City Attorney

Date: 12/11/17

Tax Exempt:

Yes/No (if Yes, attach copy of Tax Exemption Certificate)

Confidential Information

TECHNOLOGY & SERVICES ADDENDUM
– Maintenance & Support Services (Hardware & Software) –

1. Additional Definitions. The following defined terms are in addition to those defined in the Agreement:

“Annual Adjustment” means Itron’s standard annual price increase.

“Annual Fee” means the annual fee identified in the pricing summary for each category of Covered Product plus the Annual Adjustment, if any. The Annual Fee for any partial Maintenance Year (i.e., for Covered Products with a Maintenance Commencement Date that falls after the beginning of the Maintenance Year) shall be prorated based on the applicable number of months Customer is to receive Services under this Addendum during such Maintenance Year.

“Contact Documents” means the “Itron Support Services Contacts” document, which can be obtained by calling (877) 487-6602, including for example, the Itron Equipment Repair Table and Working Effectively with Itron Client Services documents.

“Covered Product” means Covered Software and Covered Equipment.

“Covered Software” means the software identified in the pricing summary to this Addendum.

“Covered Equipment” means the equipment identified in the pricing summary to this Addendum which is Itron Equipment. (Itron Equipment is distinguished from equipment manufactured by a third-party that Customer may purchase through Itron under an Equipment Purchase Agreement Document or other commercial sales agreement.

“End of Support” means a commercial decision by Itron to discontinue maintenance and support services for specific Covered Products or to discontinue offering a particular Covered Product to Itron customers in general, along with that Covered Product’s associated maintenance and support.

“Error” means a failure of the Covered Software or Covered Software platform to substantially comply with the applicable Specifications.

“Fix” means a correction of an Error, including a work-around, in order for Covered Software to function in accordance with the applicable Specifications.

“Improvement” means an update, modification, enhancement, extension, new version (regardless of name or number), new module, or other change to Covered Software that is developed or otherwise provided by Itron.

“M&S Commencement Date” means the date upon and after which a Covered Product is entitled to receive Services under this Addendum in accordance with the terms of this Addendum, which – unless otherwise stated in the pricing summary – is (a) for Covered Software that is an Itron product, the first day of the month following delivery by agreed-upon method of the Covered Software (e.g., electronic or physical medium), except that the Maintenance Commencement Date for MV-RS Software is the warranty expiration date; and (2) for Covered Equipment that is Itron Equipment, the warranty expiration date.

“M&S Services Option” means the maintenance and support services option for Covered Equipment or Covered Software, including Service Levels, as set forth in Attachment 1.

“Maintenance Year” means, for each Covered Product, a period of one (1) year beginning on the Effective Date, any anniversary thereof, or agreed-upon coverage start date.

“Mandatory Revision” means a software revision that Customer is required to accept in order to correct or address any one of the following issues: a material Error or a material security breach; or third party infringement claim.

“Operating Condition” means that the Covered Equipment performs in accordance with the applicable Specifications.

“Principal Services Contacts” means the Customer personnel that Customer is required to designate to serve as Customer’s principal relationship contacts for all Services under this Addendum.

“Loaned Mobile/Handheld Equipment” means Mobile Collector and/or Handheld units loaned by Itron to Customer, under the terms of this Addendum while Services are being performed on Customer’s Mobile Collector and/or Handheld.

“Service Levels” means, with respect to this Addendum, the response time, effort level, and escalation path procedures and guidelines described in Attachment 1 to this Addendum.

“Software Release” means a collection of Fixes or Improvements made available to Itron customers (either via physical media or electronic download access).

“Service Request” means a request initiated by Customer for a technical support service within the scope of the applicable maintenance and support Services option purchased by Customer.

“Technical Support Services” means Itron technical support services provided by technical representatives by telephone, email or other remote means to assist Customer’s Principal Service Contacts with questions related to the operation of the Covered Products.

2. Effect of Termination.

2.1. Effect of Termination of Agreement. Except as otherwise provided in Section 2.1.2 below, Itron shall not be obligated to provide any Services under this Addendum upon termination of this Addendum.

2.1.1. If either Party terminates the Agreement Customer shall not be entitled to a prorated refund of the applicable Fee.

2.1.2. Unless Itron terminates the Agreement for breach or default by Customer, Itron will continue to provide Services under this Addendum that were purchased by Customer prior to the termination date – and the terms and conditions of this Addendum will continue to govern such Services.

2.2. End of Support. Itron may discontinue Services for any Covered Product, effective as of the end of the current Maintenance Year, by giving Customer written notice of such discontinuance no less than ninety (90) days prior to the end of such Maintenance Year. If the End of Support date is scheduled within a subsequent Maintenance Year, Fees for that subsequent term will be pro-rated through the appropriate End of Support date. At Customer’s request, Itron may elect to provide custom support for products for which Maintenance Services have been discontinued at Itron’s then-current rates. Unless otherwise agreed by the Parties in accordance with the foregoing sentence, Itron shall have no obligation to provide Services under this Addendum with respect to Covered Products for which Itron has discontinued Services pursuant to this Section.

3. Principal Services Contacts.

3.1. Designation by Customer. Customer shall designate no more than two (2) Principal Services Contacts for each Covered Product, as identified in the Contract Documents, to serve as

administrative liaisons for all matters pertaining to the Services provided under this Addendum for such Covered Product line, and shall provide their contact information to Itron's customer account representative. Principal Services Contacts shall report problems with Covered Products (each such report, a "**Service Request**") as soon as practicable for entry into Itron's support tracking system. Although it is Customer's sole right to choose its Principal Services Contacts, Customer and Itron acknowledge that each Principal Services Contact should have the appropriate technical skills and training for the position. If Customer replaces a Principal Services Contact, Customer will provide updated contact information to Itron, and the new Principal Services Contact will undergo the same initial training as described in Section 3.2.

3.2. Training of Principal Services Contacts. Before a Principal Services Contact interfaces with Itron, the Principal Services Contact must attend training sessions offered by Itron, an Itron approved trainer, or Customer's training program approved by Itron to ensure that the Principal Services Contact is (a) knowledgeable about the operation of the Covered Products, and (b) qualified to perform problem determination and remedial functions with respect to the Covered Products. Such training sessions will be at Itron's then-current rates. Customer will be solely responsible for all travel and other expenses incurred in connection with each Principal Services Contact's attending the training sessions. The Principal Services Contact should have the skills and capabilities to train other Customer personnel on Covered Products ("train-the-trainer").

3.3. Additional Training. If Itron notifies Customer that additional training of a Principal Services Contact is necessary, Customer will promptly ensure that the Principal Services Contact receive such training.

4. Technical Support Services & Service Requests.

4.1. Support Services. Itron will provide Technical Support Services during its then-current normal business hours. Technical Support Services include troubleshooting, problem diagnosis, release or system management, and recommendations for fully utilizing the Covered Products. Customer acknowledges and agrees that Technical Support Services are not intended as a substitute for training of Customer personnel, field support, or Itron professional services – all of which can be purchased separately. Nor will Customer use Technical Support Services in lieu of having qualified and trained support personnel of its own. Itron's current Technical Support Services contact and support hours are described in the Contacts Document.

4.2. Service Request Process. Customer shall submit Service Requests in the manner required by the Contact Documents and Service Levels.

4.3. Field Support. Upon mutual agreement of the Parties, Itron will dispatch support personnel to Customer's location to provide technical support. Such support will be billed at Itron's then-current hourly rates (with reasonable travel and living expenses invoiced at Itron's cost without markup), unless the cause of the reported problem is found to be the fault of Itron.

5. Software Maintenance.

5.1. Fixes. Itron shall make commercially reasonable efforts to provide a Fix in accordance with the Service Levels. Itron's obligations with respect to Service Levels are contingent upon Customer (i) devoting the same level of effort to resolving the Error as is required of Itron, (ii) responding to requests made by Itron within the applicable Response Time, and (iii) assigning its most qualified personnel to help Itron address the Error.

5.2. Documentation. Itron will make an electronic copy of the Documentation available to Customer at no additional charge via physical media or download access. Itron will maintain a copy of its most recent supported version of the executable Covered Software to be made available to Customer as necessary in the event of corrupted or inoperative Covered Software.

5.3. Improvements. Itron shall provide Improvements, if any, at its then-current price for such Improvements (or at no charge if such Improvements are made available to Itron customers generally at no charge).

5.4. Software Releases.

5.4.1 Release Numbering Convention. Fixes and/or Improvements are made available to customers through periodic Software Releases. For informational purposes, Itron's current typical practice (which may be changed at any time in Itron's discretion) is to provide Software Releases using the numbering convention "XX.YY.ZZ."

- The "XX" in Itron's numbering convention refers to a "**System Release**," which is a new version of the item of Covered Software. A System Release may include Fixes, Improvements or interfaces to new functional modules or platforms not previously supported by Itron.
- The "YY" in Itron's numbering convention refers to a "**Service Pack Release**," which is an update to a System Release. Service Pack Releases may include Fixes or Improvements and are provided to Itron customers generally on a periodic basis.
- The "ZZ" in Itron's numbering convention refers to a "**Hot Fix Release**," which is an unscheduled release provided to one or more customers as a short-term, temporary fix to a Severity Level 1 Error. While not utilized by all Itron software product lines, Hot Fix Releases are not made available to Itron customers generally but may be included in the next scheduled Service Pack for general release.

5.4.2 Support for Releases of Itron Enterprise Edition and Openway Software. This Section 5.4.2 applies only to Covered Software that are Itron Enterprise Edition or OpenWay software products. Services for Itron Enterprise Edition and OpenWay software products under this Addendum shall be limited to the most recent System Release and the prior System Release (and the most current Service Pack Release associated with such System Release). Customer will test and install Service Pack Releases associated with the System Release in use by Customer within twelve (12) months of such Service Pack Releases being made available to Customer. Customer will fully test and upgrade to the latest System Release at least every twenty-four (24) to thirty-six (36) months.

5.4.2.1 Itron may elect to provide Services under this Addendum for an unsupported Software Release of Covered Software at its then-current rates for customer support.

5.4.3 Support for Releases of all Other Covered Software. This Section 5.4.3 applies to all Covered Software *other than* Itron Enterprise Edition and OpenWay Software products. Services under this Addendum for all Covered Software other than Itron Enterprise Edition and OpenWay software products shall be limited to the most recent System Release and the two prior Service Pack Releases. Customer will test and install System Releases and Service Pack Releases within twelve (12) months of such Releases being made available to Customer. Itron may elect to provide Services under this Addendum for an unsupported Software Release of Covered Software at its then-current rates for customer support.

5.4.4 Installation Services for Software Releases. This Section 5.4.4 applies to all Covered Software. Installation services under this Addendum will include limited, remote phone support, for all Covered Software, on Itron certified server configurations, are applicable for one production server and one non-production server owned (test, training, or back-up – for example) / operated by the Customer. At Customer's request, Itron may provide Software Release installation services for install of System Releases or Service Packs on additional production or non-production servers at Itron's then-current hourly rates.

5.4.4.1 Itron may elect to provide Services under this Addendum for installation of System Release of Covered Software on uncertified server configurations at its then-current rates for customer support.

5.5. Mandatory Revision. In the event that Itron, in its sole reasonable discretion, determines that any Covered Software is, or may (as applicable) be: (i) subject to a material Error; (ii) the subject of a material security breach; or, (iii) be subject to a third party infringement claim or suit of any kind, Itron may issue a Mandatory Revision.

5.6. DISCLAIMER OF LIABILITY. ITRON DISCLAIMS ALL LIABILITY AND OBLIGATIONS THAT ARISE DUE TO, OR ARE RESULT OF, CUSTOMER'S FAILURE TO TEST AND INSTALL A MANDATORY REVISION IN A TIMELY FASHION.

5.7. Interoperability. Itron makes no representation or warranty regarding the ability of the Covered Software to interoperate with third party hardware or software other than software or hardware identified as compatible with the Covered Software in Itron's Documentation for the applicable Covered Software.

5.8. Restoring Software to Maintenance Services. If Customer declines Services under this Addendum after the end of warranty or discontinues Services under this Addendum for any Covered Software, and thereafter wishes to resume such Services for the most recent Software Release of that Covered Software, Customer shall, prior to receiving Services, notify Itron in writing of its request for Services and pay Itron's then-current re-initiation fee.

5.9. Exclusions. Itron shall have no obligation to Customer for any Services under this Addendum to the extent any Covered Software is adversely affected by: (i) use of the Covered Software in combination with other software, equipment or communications networks that are not referenced in the Documentation; (ii) any modification to the software, operating environment, system installation, operating instructions, scripts, or database configuration that is made other than by Itron; (iii) the use of a version of the Covered Software that is not supported by Itron; (iv) Customer's failure to implement a Fix provided by Itron; (v) the maintenance and/or support of the Covered Software other than by Itron; (vi) viruses introduced through no fault of Itron; (vii) use of the Covered Software other than as authorized by Itron and the applicable license, including Covered Software operated on Covered Equipment that has been serviced or repaired by a third party that is not Itron certified; or (viii) Customer's failure to perform Customer responsibilities in accordance with this Addendum.

5.10. Customer Software Responsibilities.

5.10.1 Support Tools. Customer will support remote access to the Covered Software by Itron Personnel assigned to provide Services under this Addendum for purposes of remote diagnosis and troubleshooting of the Covered Software.

5.10.2 System Configuration and Administration. Customer will ensure that its equipment, system peripherals, operating system, and data communications environment associated with the Covered Software is configured, operated, and maintained in accordance with the Documentation and any applicable third party documentation. These administrative activities shall include but not be limited to: checking audit logs, clearing discovered exceptions, and performing daily, weekly, and monthly operational tasks and system responsibilities. Customer is responsible for any change they make to the software system, operating system, database or network configuration or change to installation procedures, scripts, and provisions that may affect the usability or operation of the Software or Data. Customer will consult with Itron prior to making changes that may affect the operation of the Covered Software.

5.10.3 Network Administration. Customer will monitor and maintain, repair, replace and upgrade its local, and wide area network components (if any)—including network servers, network clients, network hubs, routers, modems, and other software components necessary for efficient and reliable network operations associated with the Covered Software—to ensure continued conformance with the Documentation and any applicable third party documentation. In addition, Customer will administer related host names, Internet Protocol addresses, network interfaces, access, security, communications, and equipment and software version control.

5.10.4 Database Administration. Customer will administer the agreed upon database(s) associated with the Covered Software, including hardware and software components, in accordance with the Documentation or any applicable third party documentation, which administration shall include, monitoring the database server, backing up electrical power sources, and configuring and administering of database schema, application interfaces, networking operating system, communications, and file transfer software. Customer will maintain database files (e.g., truncate, cleanup, and delete files consistent with industry standard practices) and perform regular data backup and data archiving.

5.10.5 Data Review. If Itron determines that it is necessary to evaluate Customer data in order to reproduce error conditions not reproducible with Itron's standard test data sets, Customer will provide Itron with access to such data. Itron will manage such data in a secure manner while in use and delete the data from Itron systems upon completion of the investigation. Itron shall not be liable for any delay or failure to resolve the problem if access to such production data is denied to Itron.

6. Equipment Maintenance.

6.1. Preventive and Corrective Maintenance. Upon receipt of an item of Covered Equipment, Itron shall (i) perform the preventive Services under this Addendum that Itron determines are reasonably necessary to maintain the Covered Equipment in Operating Condition, and (ii) diagnose and correct any failure in such Covered Equipment as necessary to meet Operating Condition (excluding minor cosmetic deficiencies such as blemishes, dents or scratches).

6.2. Maintenance Procedures. Customer shall initiate a request under this Addendum for Services for Covered Equipment by delivering the item in question to the applicable Itron address identified on the Itron Equipment Repair Table (the "**Repair Table**"), which can be obtained by calling (877) 487-6602. Return of the Covered Equipment shall be at Customer's expense and in accordance with the applicable Return Material Authorization ("**RMA**") procedures. Upon receipt of Covered Equipment (with the required information) under Itron's RMA procedures, Itron shall assess the item to determine (a) whether it is in fact Covered Equipment and (b) whether the maintenance requested is included within the Services ordered by Customer and not otherwise excluded from coverage as provided herein. If the returned equipment is determined to be Covered Equipment and the maintenance requested is in fact

included in the Services ordered by Customer, Itron shall then provide the applicable Services and shall make commercially reasonable efforts to return the item of Covered Itron Equipment to Customer at Itron's expense within the applicable turnaround time identified on the Repair Table. Returned equipment that is found not to be Covered Equipment, or if maintenance or support that is requested is determined not to be included in the Service ordered by Customer, then Itron will provide a quote to Customer under Section 6.4, below.

6.3. Exclusions. The Services described herein do not include repairs related to: (i) damage due to external causes, including accident, abuse, misuse, inadequate maintenance, problems with electrical power, acts of God; usage not in accordance with product instructions or in a configuration not approved by Itron; (ii) service or repair processes (including installation or de-installation of equipment, parts, or firmware/software) not performed or authorized by Itron; (iii) use of parts, configurations or repair depots not certified by Itron; or (iv) Customer's failure to perform Customer responsibilities in accordance with this Addendum, including caring for Products in accordance with System Documentation.

6.4. Estimation Fees. Itron will provide Customer with a price quote for the estimated cost, including labor, materials and shipping, for any repairs that are requested, but not included under this Addendum (whether because the item is not covered or because the nature of the repair is not included). If Customer elects to have Itron proceed with the requested maintenance on any such item, Itron shall provide such services at Itron's then-current rates. If Customer elects not to proceed with the requested repair, Itron will return the item of equipment at Customer's expense. Itron may charge Customer its then-current handling, inspection and shipping fees for any such returned equipment.

6.5. Adding/Restoring Equipment to Maintenance Services. Following the effective date of this M&S Addendum, additional Covered Equipment purchased by Customer, of a similar type and model already covered by Services under this Addendum, shall automatically be deemed to be Covered Equipment following expiration of the warranty for such equipment. If Customer declines coverage after the end of warranty, discontinues Services for any Covered Equipment or has Covered Equipment serviced or repaired by a third party that is not Itron certified, and thereafter wishes to add such equipment as Covered Equipment, Itron may, prior to such equipment being included as Covered Equipment, (i) inspect such equipment at its then-current rates to determine whether it is in Operating Condition and/or (ii) charge its then-current re-certification fee, in addition to the Covered Equipment's first term maintenance fee.

6.6. Customer Equipment Responsibilities. Itron shall make available, and Customer shall obtain, a copy of Itron's user documentation for Covered Equipment and Customer shall perform regular preventive maintenance for each such item in accordance with such documentation. Customer shall also keep accurate records of Covered Equipment serial numbers and locations to assist Itron with the Services.

6.7. Loaner Equipment Program. [Reserved]

7. Fees and Invoicing. As compensation for the Services under this Addendum, Customer shall, in advance, pay to Itron the Annual Fee for each Maintenance Year in which it receives Services under this Addendum. Itron shall invoice Customer for Services to be provided during the first Maintenance Year as soon as practicable following the Effective Date. For Services provided during any subsequent Maintenance Year, including Services for newly purchased or licensed Covered Products, Itron shall provide Customer with a renewal notice at least one-hundred twenty (120) days prior to the commencement of each Maintenance Year. Customer may discontinue Maintenance Services for a Product by providing Itron with written notice of non-renewal for such Product no less

than ninety (90) days prior to the commencement of any subsequent Maintenance Year. Approximately twenty (20) days prior to the commencement of any subsequent Maintenance Year, Itron shall provide Customer with an invoice for the Annual Fee payable by Customer for the forthcoming Maintenance Year (including the Annual Adjustment). Itron may, in its discretion, invoice Customer for Services for a Covered Product that is added during the course of any Maintenance Year as soon as such Covered Product has been added or at the beginning of the next Maintenance Year.

8. **Support For Third Party Products.** For any Covered Product that is a "Third-Party Product" (each, a "*Third Party Covered Product*") Itron shall provide first-tier Customer support by handling all initial Customer inquiries, identifying the component involved in the problem and obtaining appropriate documentation of such inquiry or problem. In addition, Itron shall make commercially reasonable efforts to facilitate Customer's receipt of maintenance and support for such Third Party Products consistent with the maintenance terms identified in Attachment 2 to this Addendum for such Third Party Products. Notwithstanding anything else to the contrary, Itron's sole obligation with respect to maintenance and support for Third Party Products shall be as set forth in this Section.

[Attachment 1 Follows]

Attachment 1 to Maintenance & Support Services Addendum

– Software Maintenance & Support Service Levels –

Severity Level	Response Times	Effort Level and Escalation Path
Severity Level 1. Critical Business Impact / System Down: An Error for which there is no work-around, which causes the Product / Software or a critical business function / process of the Itron system to be unavailable. System use and operation cannot continue. *Severity 1 errors must be reported by phone to initiate the Severity 1 response process. SRs initiated by email or web interface are logged as a Severity 3 until reviewed by Itron Technical Support Services and validated as a higher priority.	During after-hour periods, Itron will respond to a critical support voice messages within 15 minutes by a return call to Customer, which will validate receipt of the critical support call and begin the SR process. During regular business-hours Itron will begin the SR process during Customer's initial call. Following the start of the SR process Itron will respond to Customer's SR within 2 business hours with an investigation response. Following the investigation response, Itron will update Customer at three hour intervals during each day the SR remains unresolved, or as otherwise agreed by the Parties. Customer will respond to an Itron inquiry or request within three hours.	Itron will make diligent efforts on a 24x7 basis*, or as otherwise agreed by the Parties. A SR shall be escalated to Itron's TSS Management Team if a Fix is not provided within 1 business day of Itron's receipt of the Customers call and creation of the SR. *24X7 support for Severity Level 1 Errors is not currently available for Itron Meter Products, Energy Forecasting and Load Research Products, and Distribution Products.

Severity Level	Response Times	Effort Level and Escalation Path
Severity Level 2. Moderate Business Impact / Degraded Operation: An Error other than a Severity Level 1 Error, for which there is no work-around, which limits access or use of the software or a business function, causing the system to miss required business interface or deadlines. The system remains available for operation but in a restricted fashion. *Severity 2 errors must be reported by phone to initiate the Severity 2 response process. SRs initiated by email or web interface are logged as a Severity 3 until reviewed by Itron Technical Support Services and validated as a higher priority.	Itron will respond to Customer SR within 1 business day and will update the SR at least every other day. Customer will respond to an Itron inquiry or request within 1 business day.	Itron will make diligent efforts during normal business hours. SRs shall be escalated to Itron's TSS Management Team if a Fix is not provided within 3 business days of Itron's receipt of Customer's call and creation of the SR.
Severity Level 3. Minor Business Impact / Compromised Operation: An Error other than a Severity Level 1 or Severity Level 2 Error that has an inconvenient use of or access to a software function. (e.g., a feature is not working as documented but a work-around is available and significant business functions are not materially impaired).	Itron will respond to Customer SR within 2 business days.	Itron technical representatives will make diligent efforts during normal business hours.
Severity Level 4. No Business Impact / Standard Operation: An Error other than a Severity Level 1, Severity Level 2 or Severity Level 3 Error. Generally a cosmetic Error or an Error which does not degrade Customer's use of the system.	Itron will respond to Customer SR within 3 business days, or as otherwise agreed by the Parties.	Itron support representatives will devote commercially reasonable efforts during normal business hours.
Severity Level 5. Customer SR for an enhancement or new functionality.	N/A	The SR will be evaluated as a potential, future product enhancement. If the enhancement or new functionality requires more immediate attention for Customer, Itron will engage Itron's Professional Services Group to create a customized proposal for Customer, at Itron's then-current services rates.

– Third Party Covered Product Maintenance Terms –

A. Cisco Products. The following terms apply to Cisco products and services provided by Itron under the Agreement:

1. Definitions

"Approved Source" means (a) Cisco Systems, Inc., (b) Cisco Systems Canada Co., or (c) a distributor that is authorized by Cisco to redistribute Products and Services within the Territory to Integrator, as they are from time to time identified at http://tools.cisco.com/WWChannels/LOCATR/jsp/distributor_locator.jsp or as otherwise provided by Cisco from time to time.

"Cisco" means Cisco Systems, Inc. and Cisco Systems Canada Co.

"End User" is the City of Marquette, Michigan.

"First Call" means the initial call made by the End User when requesting assistance with a Product.

"Integrator" means Itron, Inc. and Itron Canada, Inc.

"Integrator Agreement" means the Special Purpose Systems Integrator Agreement between Cisco and Integrator.

"Other Products" means Products which an End User acquired from sources other than Integrator.

"Price List" is the price list(s) published at Cisco.com applicable to the relevant Cisco entity to which each Purchase Order is issued by Integrator.

"Products" means Cisco Connected Grid Router ("**CGR**") and Cisco Connected Grid Network Management System ("**NMS**").

"Purchase Order" is a written or electronic order issued by Integrator to Cisco for Products or Services to be purchased, licensed or provided under the Integrator Agreement.

"Service" means the Cisco brand Services available for resale by Integrator, which can be found at www.cisco.com/go/servicedescriptions/.

"Service Description" means a description of the Services, as of the purchase date of such Services, to be made available by Cisco to End Users through Integrator, and the terms and conditions under which Cisco provides those Services. Each available Service has its own Service Description, which can be found www.cisco.com/go/servicedescriptions/.

"Software" means is the Cisco Connected Grid Network Management System and any other software identified on and described in Exhibit G to the Integrator Agreement.

"Territory" means Canada and the United States of America, excluding Puerto Rico, unless mutually agreed in writing by the parties.

2. Maintenance and Support Terms

For each Service purchased by Integrator, Cisco will make available to End User, on Integrator's behalf, the Services described in the applicable Service Description. Services are subject to the description set forth in the applicable Service Description. For NMS, the Service Description is found under Software Application Services located at: http://www.cisco.com/legal/Cisco_SAS-SASU.pdf. For CGR, the Service Description is found under SMARTnet and SMARTnet On-site located at:

http://www.cisco.com/web/about/doing_business/legal/service_descriptions/docs/Smartnet_Onsite_Exhibit.pdf.

Upon Cisco's acceptance of a Purchase Order for Services, the then-current Service Description shall apply to such Services.

In order to be eligible to receive the Services as set out herein for (a) Products that have not been previously supported, (b) Products for which support has lapsed, or (c) Other Products, the following will apply:

- (i) Cisco may charge an inspection fee for Products and Other Products in accordance with Cisco's standard fee schedule on the Price List in effect at the time of inspection (any related upgrades, replacements, repairs, or troubleshooting are excluded); and
- (ii) Integrator shall provide Cisco with such information as Cisco may require to ensure that a valid Software license exists for Software to be supported. If a valid Software license does not exist, Integrator shall pay Cisco the Software license fee for the Software.

Cisco reserves the right to survey an End User for use in ensuring End User's satisfaction with (a) the Services, and (b) Integrator's and/or Cisco's support. From time-to-time, no more than once per calendar year, provided that Cisco follows End User security requirements, and with reasonable notice, Cisco will be entitled to perform an inventory review of an End User's installed base and review serial numbers and other records (upon reasonable advance notice) to validate entitlement at Cisco's sole cost and expense. Upon notice to Integrator, Cisco will be entitled to suspend any portion of a Service with respect to a specific End User in instances when it is prevented by Integrator or such End User from performing an inventory review or otherwise verifying End User's entitlement to the Service.

End User acknowledges the contents of the relevant Service Descriptions located at www.cisco.com/go/servicedescriptions/.

Integrator may take the First Call from the End User and may open a case with Cisco on behalf of the End User using the applicable Maintenance Contract Number or other contract number(s) and Cisco serial number(s). End User may call Cisco directly for support, provided that Integrator may require the End User to place the First Call with Integrator and allow Integrator to open a case with Cisco on behalf of the End User in accordance with this Section provided that Integrator shall not delay opening a case.

At least thirty (30) calendar days advance Written Notice to Cisco is required for Product relocations (outside End User's then-current service territory) and Service level/Product configuration changes, when applicable.

If Integrator elects not to support a Product at the time of a Product purchase or if, for any reason, a Product becomes unsupported at some point after the Product's initial deployment, End User authorizes Integrator to and Integrator shall, at Cisco's written request, provide Cisco with the contact information, including but not limited to name, address, and phone number of the End User who has purchased the unsupported Product from Integrator, within 30 calendar days of Integrator's receipt of written request from Cisco. Integrator and End User authorize Cisco to contact the End User for the express purpose of contracting directly with End User for support Services for the unsupported Product identified by Integrator.

Prior to expiration of a Service contract: (a) Cisco, or its authorized agents, will send reminders to Integrator or as directed by Integrator; (b) Integrator will, upon request by Cisco, reconfirm the End User's identity and Service contract numbers of the expiring Service contract(s); and (c) Integrator will (i) initiate the renewal process with its End User and forward to Cisco the completed renewal with Purchase Order or (ii) notify Cisco of Integrator's intent to cancel Services. If, upon the expiration date of Cisco Services for the Product, Cisco has not received a Purchase Order for the renewal, Cisco, or its authorized agents, may contact the End User to arrange for the renewal of Cisco Services for the Product either directly with Cisco or with another Cisco-authorized reseller.

3. Warranty

NOTHING IN THIS SECTION (3) WILL AFFECT THE WARRANTIES PROVIDED WITH ANY HARDWARE PURCHASED OR SOFTWARE LICENSED BY INTEGRATOR AND/OR END USER. ANY AND ALL SERVICES PROVIDED HEREUNDER WILL BE PERFORMED IN ACCORDANCE WITH INDUSTRY STANDARDS OF PROFESSIONAL SKILL, CARE AND DILIGENCE. EXCEPT AS SPECIFIED IN THIS SECTION, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE (EVEN IF THE PURPOSE IS KNOWN TO CISCO), SATISFACTORY QUALITY, AGAINST INFRINGEMENT OR ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE, ARE HEREBY EXCLUDED TO THE GREATEST EXTENT

ALLOWED BY APPLICABLE LAW. INTEGRATOR MUST NOTIFY CISCO PROMPTLY OF ANY CLAIMED BREACH OF ANY WARRANTIES. INTEGRATOR'S SOLE AND EXCLUSIVE REMEDY FOR BREACH OF WARRANTY WILL BE PROMPT RE-PERFORMANCE OF THE SERVICES; OR IF CISCO DETERMINES, ACTING REASONABLY, THAT IT IS UNABLE TO RE-PERFORM SUCH SERVICES IN ACCORDANCE WITH THE ABOVE WARRANTY, TERMINATION OF THE APPLICABLE SERVICE ON THE PRODUCT LIST AND RETURN OF THE FEES PAID TO CISCO BY INTEGRATOR FOR SUCH NON-CONFORMING SERVICES. THIS DISCLAIMER AND EXCLUSION WILL APPLY EVEN IF THE EXPRESS WARRANTY AND LIMITED REMEDY SET FORTH ABOVE FAILS OF ITS ESSENTIAL PURPOSE. THE WARRANTY PROVIDED IS SUBJECT TO THE LIMITATION OF LIABILITY SET FORTH IN THIS EXHIBIT. EXCEPT AS EXPRESSLY PERMITTED IN THIS SECTION B, INTEGRATOR SHALL NOT MAKE ANY WARRANTY COMMITMENT, WHETHER WRITTEN OR ORAL, ON CISCO'S BEHALF.

Cisco reserves the right to make changes to the scope and content of the Service terms currently set forth in this Section 3 (with the exception of the warranty term and this Section 3) to be consistent with a change in Cisco's then-current general support program, including terminating the availability of a given Service (provided, that no change or combination of changes resulting in the elimination of critical Services from a Service Description shall be made until after Cisco announces an EOL with respect to the applicable Product, in which case Section 13.7 of the Integrator Agreement shall apply), at any time upon ninety (90) calendar days prior written notice and such changes shall become effective upon the next October 1st. If Integrator does not agree with a change of scope or content of this Section 3, which is allowed by this Section, Integrator may terminate this Section 3 by providing Cisco written notice of termination. Any such changes in scope and content which conflict with the terms set forth in the main body of the Integrator Agreement shall be superseded by such terms set forth in the main body of the Integrator Agreement. For the avoidance of doubt, no change allowed under this Section shall apply to any Services purchased prior to the effective date of such change.

4. End User Obligations

- (1) End User agrees to comply with Cisco's Export Restrictions.
- (2) End User agrees to comply with terms and conditions provided in the applicable Cisco Service Description which are posted at www.cisco.com/go/servicedescriptions/.
- (3) End User will keep Cisco Confidential Information confidential.

Software-as-a-Service Addendum

1. **Scope.** This Addendum sets forth the terms and conditions for Itron's Software-as-a-Service.

2. **Subscription Service.** Software-as-a-Service is offered as a monthly or annual subscription service. The subscription fee will be charged on the number of provisioned meters or endpoints. A minimum subscription fee may apply. Itron will begin invoicing Customer following validation of Software-as-a-Service system setup by Itron. Customer payment of the invoiced subscription fee is due within thirty (30) days of receipt of invoice.

3. **Sizing.** The subscription fee for Software-as-a-Service may be based on system Sizing Criteria; if so, the Sizing Criteria will be specified in the Service Level attachment to this Addendum.

4. **No Contingency on Future Releases.** Customer acknowledges and agrees that its purchases under this Software-as-a-Service Addendum are neither contingent upon the delivery of any future functionality or features nor dependent on any oral or written public comments made by Itron regarding future functionality or features.

5. **Documentation.** Customer has the right to use and make a reasonable number of copies of the documentation solely for Customer's internal business purposes during the service term. Documentation will be made available to Customer by download.

6. **Reservation of Proprietary Rights by Itron.** Itron retains all right, title, and interest to and control, operation, and maintenance of all Itron network equipment, hardware, infrastructure, servers, platforms, and the like supporting its Software-as-a-Service.

7. **Certain Restrictions on Customer and Conditions on Use of Services.**

7.1. **Restrictions.** Customer shall not: (a) remove or modify any program markings or any notice of Itron's or its licensors' proprietary and intellectual property rights; (b) make the programs or materials resulting from the Software-as-a-Service available in any manner to any third-party for use in the third-party's business operations; (c) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the Software-as-a-Service (the foregoing prohibition includes but is not limited to Itron data inputs, Itron system data exports, Itron database schema, and data structures), or access or use the Software-as-a-Service in order to build or support, and/or assist a third-party in building or supporting, products or services competitive to Itron; (d) disclose results of any services or program benchmark tests without Itron's prior written consent; and (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the Software-as-a-Service available, to any third-party other than, as expressly permitted under the terms the Agreement; (e) use the Software-as-a-Service to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights; (f) use the Software-as-a-Service to store or transmit malicious code; (g) interfere with or disrupt the integrity or performance of the Software-as-a-Service or third-party data contained therein; (h) attempt to gain unauthorized access to the Software-as-a-Service or their related systems or networks; or (i) combine the Software-as-a-Service with any application, software, hardware, equipment, product, or service, except as expressly authorized by Itron in advance, in writing.

7.2. **Conditions.** The rights granted to Customer under this Software-as-a-Service Addendum are also conditioned on the following: (a) the rights of any user licensed to use the Software-as-a-Service (e.g., on a "named user" basis) cannot be shared or used by more than one individual (unless such license is reassigned in its entirety to another authorized user, in which case the prior authorized user shall no longer have any right to access or use the license); (b) except as expressly provided herein, no part of the Software-as-a-Service may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means, including but not limited to electronic, mechanical, photocopying, recording, or other means; (c) Customer agrees to make every reasonable effort to prevent unauthorized third-parties from accessing the Software-as-a-Service; and (d) Customer agrees to use of the Software-as-a-Service only in accordance with the this Software-as-a-Service Addendum, user guide, and applicable laws and government regulations.

8. Service Levels & Reporting.

8.1. Service Levels. Itron will use commercially reasonable efforts to provide the Software-as-a-Service to the Service Levels described in the Service Level attachment to this Addendum.

8.2. Service Level Reporting. Itron will provide regular Service Level reports to Customer.

9. Location of Services. Unless otherwise agreed to in writing between Itron and Customer in advance, Itron will provide the Software-as-a-Service hereunder from Itron locations within the United States.

10. Technical Support Services. Itron will make available technical representatives with the answer Customer questions related to the use of Software-as-a-Service, including assisting Customer with problems it may experience with using the Software-as-a-Service, and offering recommendations to Customer for fully utilizing the Software-as-a-Service. Training and professional services are not within the scope of technical support services.

11. Training. Customer may purchase training services for the Software-as-a-Service at Itron's then-current training rate.

12. Customer Technical Responsibilities. Customer shall be responsible for selecting, acquiring, paying for, securing and maintaining any equipment and ancillary services needed to connect to, access, or otherwise use the Software-as-a-Service, including for example – and without limitation – modems, hardware, servers, software, operating systems, networking equipment, web servers, and communication services. Customer shall at all times during the Software-as-a-Service Term be responsible for ensuring compatibility with the Software-as-a-Service at Customer's sole expense.

13. User Identifications and Passwords. Itron shall provide Customer with user identifications and passwords ("User IDs") to access the Software-as-a-Service. Customer shall be solely responsible for all use of its Customer subscriptions and accounts. Customers shall maintain the confidentiality of all User IDs assigned to it. User IDs may not be shared or used by more than one user.

14. Use and Maintenance of Customer Data.

14.1. Customer Responsibilities. Customer shall have sole responsibility at all times during the Software-as-a-Service term for the accuracy, quality and legality of all Customer Data used with and by the Software-as-a-Service. In addition, Customer shall at all times during the Software-as-a-Service term be responsible for maintaining the confidentiality of all such Customer Data under its control. Customer acknowledges and agrees that Customer has implemented best practices within its industry to safeguard the security and privacy of Customer Data and in compliance with legal and regulatory requirements in the jurisdictions in which it operates and that Customer will continue to do so throughout the Software-as-a-Service term. During the Software-as-a-Service term, Customer will notify Itron of any breach of Customer Data and of any breach of Customer's security safeguards affecting or potentially affecting the confidentiality, privacy, or security of Customer's Customer Data used in connection with or by the Software-as-a-Service.

14.2. Customer Warranty. Customer represents and warrants that the Customer Data does not and will not: (i) infringe or violate the rights of any third-party or any law or regulation, (ii) violate any privacy or data protection laws or regulations, or (iii) contain any virus or programming routine that has the effect of damaging, surreptitiously intercepting, or expropriating any system, data, or personal information. Itron may take any remedial action at its sole discretion to address any violation of this warranty, but is under no obligation to review Customer Data for accuracy, legality or potential liability, or otherwise take any action with regard to Customer Data under Customer's control. Customer agrees to indemnify and hold harmless Itron for any third-party claim, loss or damage in connection with the Customer Data or Customer's breach of its obligations under this warranty.

15. Security. With respect to Customer Data that Itron may have access to, transport, process, or use in providing Software-as-a-Service to Customer, Itron shall maintain a formal security program during the Software-

as-a-Service term in accordance with Itron policies designed to: (i) protect the security and integrity of Customer Data; (ii) protect against threats or hazards to the security of the Software-as-a-Service, and to (iii) prevent unauthorized access to the Software-as-a-Service by third-parties and Itron personnel. It is Customer's obligation and responsibility to ensure that its use of Software-as-a-Service comply with any and all laws and regulations applicable to Customer, including without limitation, all such laws and regulations governing the privacy and security of Customer Data.

16. Suspension or Restriction of Service; Maintenance.

16.1. Service Suspension or Restriction. To protect the integrity and functionality of the Software-as-a-Service for the benefit of all Itron users and customers, Itron may suspend or restrict all or part of the Software-as-a-Service at any time until further notice to the Customer and provide notice of such suspension or restriction to Customer as soon as reasonably practicable if (i) the provision of the Software-as-a-Service would cause Itron to be in breach of any applicable law; or (ii) Itron reasonably determines that the Software-as-a-Service must be suspended in order for Itron to (a) carry out planned maintenance, repair or upgrading of any equipment or facility forming part of the Software-as-a-Service, on at least ten (10) days' notice; or (b) carry out unplanned maintenance, repair or upgrading of any equipment or facility forming part of the Software-as-a-Service with as much notice as is reasonably practicable; or (c) prevent material harm to the Software-as-a-Service arising from any activity originating from or through Customer's use of the Software-as-a-Service that could disrupt the use of or interfere with the ability of others to effectively use the Software-as-a-Service or any connected network, system, service, or equipment, including without limitation, Customer's noncompliance with this Software-as-a-Service Addendum.

16.2. Planned Maintenance. Planned maintenance whenever reasonably practicable will be performed during off-business hours between 12:00 a.m. to 6:00 a.m. EST, with as little disruption to Customer's use of the Software-as-a-Service as possible, and unplanned maintenance, whenever reasonably practicable, shall also be performed during off-business hours between 6:00 p.m. and 6:00 a.m. EST.

16.3. Minimum Disruption. If the Software-as-a-Service is suspended or restricted, Itron will use reasonable efforts to ensure that there is minimum disruption to the Software-as-a-Service and shall use its commercially reasonable efforts to promptly reinstate it after the condition has been alleviated, provided that if Itron reasonably determines that such action was necessitated by Customer's fault or breach, and such fault or breach represents an uncurbable, continuing and material risk to the integrity of the Software-as-a-Service, then Itron may permanently suspend or restrict all or part of the Software-as-a-Service and provide notice of same to Customer as soon as reasonably practicable. Without limiting the exclusions or limitations of liability in the Agreement, Itron shall not be liable to Company or to any third person for any loss resulting from or in connection with a suspension, withdrawal or restriction of the Software-as-a-Service under this Section. The exercise of the Itron's right to suspend the Software-as-a-Service under this Section is without prejudice to any other remedy available to Itron under this Software-as-a-Service Addendum and the Agreement and does not constitute a waiver of Itron's right to terminate this Software-as-a-Service Addendum.

[Service Level Attachment Follows]

Service Level Attachment to Software-as-a-Service Addendum

1. System Sizing Criteria.

Sizing Criteria	Design Value
Itron Solution Application(s) (name)	OpenWay – Collection Manager, Itron Security Manager, Cisco IoT FND
System Endpoints (#)	Not to exceed 8,500 Endpoints
System Collectors (#)	9 CGRs
System Repeaters or Range Extenders (#)	NA
Residential Meter configuration (#)	NA Registers, NA Channels
C&I Meter Configuration (#)	NA Registers, NA Channels
Interval Data (#)	7,100 endpoints at 60 minute intervals
Historical Data (#)	No to exceed 13 months for Production
Web Portal Users (#)	Not to exceed NA End Users

Sizing Criteria is a baseline assumption of the scope of Software-as-a-Service agreed to by Customer and Itron – and upon which the agreed-upon pricing is dependent. Modifications to Sizing Criteria may require an amendment to the pricing summary. If Customer desires to increase subscriptions, Customer will be required to issue an additional purchase order. Additional fees will be required for exceeding the specified endpoint count, in accordance with Itron's then current price list.

2. **Operations Monitoring.** Tier One Operator is onsite at Data Center 24 by 7 monitoring production systems.

3. **Application Upgrades and Hot Fixes.**

- Application upgrades containing new features and function is available will be performed annually to the latest Application General release.
- Application Hot Fixes will be performed at the discretion of Itron.
- Change Control authorization will be required for all Application upgrades and Hot Fixes.

4. **KPI Reporting.** KPI reporting will be made available to the customer monthly and include the following:

- Application Availability.
- System Changes and Updates that require Change Control Board authorization.
- Incident reporting including root cause analysis, resolution and preventive measures.

5. **Application Availability Service Level.**

5.1. **Definition of Application Availability.** "Application Availability" is a measure of the extent to which Software-as-a-Service is operational, functional and usable.

5.2. **Application Availability Performance Metric.**

Application	Production Performance Level
-------------	------------------------------

All applications for which Software-as-a-Service is provided (See Section 1, System Sizing Criteria).

99.5%

5.3. Application Availability Performance Formula. Application Availability in the live production-level environment is measured daily. Application Availability equals the hours Itron's Software-as-a-Service platform is available divided by 24 hours.

5.4. Exclusions. The calculation of Application Availability shall not include scheduled maintenance periods, unscheduled emergency maintenance, incident investigations (e.g. accidents or other investigations that prohibit Customer or Itron in performing tasks to remedy any errors), outage time caused by declarations of force majeure, internet network delays or failures (including the restricted or denied access attributable to Customer's internet service provider), telecommunications or network delays or failures, computer failures that could not reasonably have been prevented by Itron, acts of vandalism (such as network intrusions and denial of service attacks), or other causes beyond Itron's reasonable control.

6. Performance Services Level Remedy.

6.1 Corrective Action. In the event that Itron fails to meet the Application Availability Service Level in any given month, Itron's sole obligation is to (1) provide Customer with an incident report, and (2) bring the Software-as-a-Service into compliance with the Application Availability Service Level by the conclusion of the next measurement month.

6.2 Termination Option: Three Consecutive Failures. In the event Itron does not meet the Application Availability Service Level for three consecutive months, the Customer may terminate its Software-as-a-Service subscription upon seven (7) days' prior written notice to Itron without any liability whatsoever, with the exception of fees for Software-as-a-Service rendered through the termination effective date.

7. Business Continuity. Business Continuity. All incidents requiring system recovery will be required to adhere to the incident handling and Itron's Crisis Action Plan Standard Operating procedures.

7.1. On Site Recovery. Itron uses a fault tolerant architecture virtualized to providing high availability infrastructure maximizing system availability.

Daily system and database backups are performed and stored on-site and at a secure off-site facility. System backups and snapshots are taken after any change to the system. Weekly backup written to removable media remain on site and are overwritten after seven days and then stored off-site for two weeks. Monthly backups are stored off site for 13 months. The system can be easily recovered from the backup in an event of a failure.

Backup are handled and exchanged using a defined procedure and agreement with a storage partner. All outdated data are carefully disposed of according to our defined standard operating procedures.

7.2 Off Site Recovery. Standard off site recover is included with each production system made available to Customer. Itron has access to recovery sites with qualified infrastructure services. Customer Specific off-site recovery options are available and customized to meet recover point and recovery time objectives.

Incident recovery performance Service Levels are defined in the following table:

Business Continuity and Recovery	Production Performance Recover Objectives after Identification of the incident.
On Site Recovery Time for restore from on-site backup	4 hours
On Site Recovery Time for backup restore from Off-Site backup	12 hours

On Site Recovery Time for hardware failure	12 hours
Off-Site Recovery for Application Non-critical to Customer business operations	72 hours (OpenWay/Cisco) 15 business days (all others)
Off-Site Recovery for Application Critical to Customer business operations	72 hours (OpenWay/Cisco) TBD (fee-based option for all others)

[End of Service Level Attachment]

ATTACHMENT A-1

Please check the type of Software being licensed or hosted (Itron Cloud Service) and enter the number of meters.

[RESERVED – NOT APPLICABLE]

**PRICING SUMMARY FOR PRODUCTS AND SERVICES PURCHASED DIRECTLY FROM ITRON
WILL BE ATTACHED**

ATTACHMENT A-2

Warranty Terms

Product	Warranty Terms
Centron and Sentinel electricity meters	3 years from shipment
Repairs for out-of-warranty electricity meters	Itron shall perform the repairs with reasonable care and in a diligent and competent manner. Itron's sole obligation in connection with repair warranty failures shall be, at its option, to correct or re-perform repairs or refund to Customer the amount paid for the repairs. Customer must report any deficiencies in repair work to Itron in writing within 90 days of shipment to receive the remedies described herein.
OpenWay Riva Water Module (including battery)	Full warranty consistent with the warranty terms in the Agreement for the first 10 years from shipment. For warranty claims in years 11 through 15, Itron's sole obligation will be to provide Customer with a discount on replacement product equal to 50 percent of its then-current list price for the replacement product. For warranty claims in years 16 through 20, Itron's sole obligation will be to provide Customer with a discount on replacement product equal to 25 percent of its then-current list price for the replacement product. The warranty on Itron water endpoints shall be void if the endpoint is used in connection with a third party reading system that is not approved by Itron.
100W and 100W+ series water endpoints (including battery)	Full warranty consistent with the warranty terms in the Agreement for the first 10 years from shipment. For warranty claims in years 11 through 15, Itron's sole obligation will be to provide Customer with a discount on replacement product equal to 50 percent of its then-current list price for the replacement product. For warranty claims in years 16 through 20, Itron's sole obligation will be to provide Customer with a discount on replacement product equal to 25 percent of its then-current list price for the replacement product. The warranty on Itron water endpoints shall be void if the endpoint is used in connection with a third party reading system that is not approved by Itron.
OpenWay Riva Leak Sensor	Full warranty consistent with the warranty terms in the Agreement for the first 5 years from shipment.
Leak Sensor (Non-OpenWay Riva)	Full warranty consistent with the warranty terms in the Agreement for the first 10 years from shipment. For warranty claims in years 11 through 15, Itron's sole obligation will be to provide Customer with a discount on replacement product equal to 50 percent of its then-current list price for the replacement product. For warranty claims in years 16 through 20, Itron's sole obligation will be to provide Customer with a discount on replacement product equal to 25 percent of its then-current list price for the replacement product.
Upgraded handhelds or Mobile Collectors	90 days from shipment.
METRIS Meters and I-250 Meters	Itron warrants that eighty five percent (85%) or more of the METRIS Meters and I-250 Meters shipped to Customer during any calendar year will be free from defects in materials and workmanship such that they maintain set point calibration that is within two percent of their original factory set point calibration (open and check) ("Calibration Warranty"). The foregoing Calibration Warranty is valid until the earlier of (i) 15 years from shipment to

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	Customer of the METRIS Meter and I-250 Meter for which warranty coverage is sought, (ii) the measurement of more than one million cubic feet of gas measured by such meter, or (iii) until such meter is replaced by Customer in connection with a periodic meter change-out. Itron's sole obligation and Customer's exclusive remedy in connection with the breach of a warranty provided under this Section shall be for Itron, at its option, to repair any non-conforming METRIS Meters and I-250 Meters, provided that if Itron determines that it is unable to repair a non-conforming METRIS Meter and I-250 Meter, Itron will refund to Customer the depreciated value of such non-conforming METRIS Meter and I-250 Meter. At the request of Itron, Customer will provide evidence of a meter's service history to verify warranty coverage.
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ATTACHMENT B

Terms of Service

(TO BE ATTACHED IF CLOUD SERVICE IS PURCHASED)

Pricing Summary



Electric / Gas / Water
Information collection, analysis and application

Pricing Summary for

City of Marquette, MI

1111 N. Motor Rd.
Liberty Lake, WA 99019
Tel: 855-787-6910
www.iron.com

SIIR# 12345-17 VerS Nov
November 8, 2017

Item	Category	Description	Qty	Unit Price	Extended Price	Notes
Software as a Service (SaaS)						(1-5)
				<u>Monthly Fee</u>	<u>Annual Fee</u>	
1	Annual Services	OpenWay Operations Center	7,011	\$3,425.00	\$40,860.00	
2	Annual Services	Iron Analytics with Customer Portal Software	7,011	\$1,258.45	\$15,077.44	
Software as a Service (SaaS) Year 1				\$3,405.00	\$55,937.44	
Annual Maintenance						(7-9)
3	Maintenance	Connect Grid Router Base Support	9	\$346.93	\$3,121.20	
Annual Maintenance Total					\$3,121.20	

Notes and Assumptions

- (1) Software as a Service (SaaS) is based on the total number of Endpoints.
Software as a Services (SaaS) offering that includes software license, software maintenance, IT Administration, IT Infrastructure, and backhaul communication fees.
- (2) SaaS for OpenWay Operations Center is configured to support 7,011 ERT's for up to 400 days of storage.
- (3) SaaS for Iron Analytics with Customer Portal is configured to support up to 7,011 ERT's and 5 years storage of 60 minute interval data.
- (4) SaaS is offered for a minimum term of 12 months and will be invoiced annually.
On an annual basis, the Iron Cloud Services Team will assess how many endpoints are being managed by the system. If the endpoint count exceeds contracted amount by >5%, Iron will provide client revised pricing.
- (5) Utility to perform CGR monitoring and troubleshooting and interrogation monitoring, scheduling and troubleshooting.
Utility to perform meter exceptions.
Includes backhaul from CGR to head end. Backhaul charges are based on a system design ratio of 2000 meter to 1 CGR. If the ratio is significant reduced, additional backhaul charges may apply.
Iron to perform server administration, database administration, local area network administration, monitoring software administration.
Includes one production environment only. Additional environments such as Disaster Recovery and Test environments can be quote as options.
- (6) An annual escalator of 5% per year will apply starting in year 2.
- (7) Maintenance Notes:
 - Equipment will be added to an existing maintenance contract, if applicable.
 - Please do not include maintenance fees on your purchase order.
 - Maintenance will be invoiced at the end of the warranty period.
 - Maintenance will be invoiced separately.
- (8) Connected Grid Router pricing includes a standard five (5) year warranty.
- (9) OpenWay Riva Water Module full warranty is consistent with the warranty terms in the Agreement for the first 10 years from date of shipment.
For warranty claims in years 11 through 15, Iron's sole obligation will be to provide Customer with a discount on replacement product equal to 50 percent of its then-current list price for the replacement product.
For warranty claims in years 16 through 20, Iron's sole obligation will be to provide Customer with a discount on replacement product equal to 25 percent of its then-current list price for the replacement product.
- (10) Cisco Maintenance and SaaS will be billed directly by Iron to the City of Marquette, MI.
- (11) Taxes and freight are not included. Prices are in US dollars. Prices are valid for one year.

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First Amendment

This First Amendment (this "**Amendment**") is effective as of the last date of execution below the ("**Amendment Effective Date**").

RECITALS

WHEREAS, Itron, Inc. ("Itron") and City of Marquette, MI ("**Customer**") entered into that certain Indirect Sales Agreement dated December 11, 2017 (the "**Agreement**");

WHEREAS, the Parties wish to amend the Agreement for the purpose of adding Managed Services, reducing the annual price escalator via the Pricing Summary, and

NOW, THEREFORE, in consideration of the mutual promises and obligations below, Itron and *Customer* agree to the foregoing recitals and as follows:

1. Capitalized terms used herein that are not otherwise defined in this Amendment shall have their meanings specified in the Agreement.
2. The Pricing Summary is hereby incorporated into the Agreement.
3. Except as provided in this Amendment, all terms and conditions of the Agreement remain unchanged and in full force and effect. In the event of a conflict or ambiguity between this Amendment and the Agreement, this Amendment shall control.
4. This Amendment may be executed in counterparts, which may be delivered by email, facsimile transmission or similar means.

INTENDING TO BE LEGALLY BOUND, each party represents and warrants that it has all necessary power and authority to enter into this Amendment to the Agreement.

[signature page to follow]



00055923.0

AGREED:

Itron, Inc.

City of Marquette, MI

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date



00055923.0

Pricing Summary



Electric / Gas / Water

Information collection, analysis and application

Pricing Summary for

2111 N Molter Road
Liberty Lake, WA, 99019-9469
fax: 866-787-6910
www.itron.com

City of Marquette, MI
CO Johnson Controls Inc. PO Box 2012
Milwaukee, WI 53201-2012

For: City of Marquette, MI

Quote Number: Q-00004960
Presented on: 06/06/2024
Valid until: 08/05/2024

Line	Item Number	Description	Extended Price
Annual Recurring			
1.	3000-00288	MANAGED SERVICES	\$58,451.00

Notes and Assumptions

1. Pricing is based on existing agreements or Itron's standard terms and conditions.
2. Taxes and freight are not included, unless otherwise specified.
3. Prices are in USD.
4. Itron may adjust the then-current prices for Services once during the twelve (12) month period following each anniversary of the effective date of the applicable agreement or addition thereto, provided, however, that no annual price increase for Services will exceed 3%.
5. Managed Services Assumptions and Considerations:
 - Includes an Availability SLA of 99.5%
 - Includes a File Delivery SLA of 99%
 - Read Rate SLA of 99.5%
 - Includes a VPN tunnel
 - Includes backhaul for endpoint communications
 - Itron is responsible for application, database, and operating system upgrades
 - Itron is responsible for infrastructure management and monitoring
 - Itron is responsible for endpoint, CGR, and CAM provisioning
 - Itron is responsible for the following:
 - Read rate troubleshooting
 - CGR and CAM upgrades
 - Firmware downloads
 - Investigating non-communicating endpoints
 - Troubleshooting interrogation issues
 - Non-communicating endpoint reports for Marquette to investigate and RMA if warranted



RIVA SaaS/Managed Services Presentation

Agenda

1. Welcome
2. Service Offering Definitions
3. Riva SaaS Skillset Overview
4. Service Offering Comparison
5. Managed Service RACI
6. Operational Support Examples
7. System Access
8. Benefits of Managed Services
9. Questions
10. Close

Service Offering Definitions

SaaS

Managed Services

Itron Hosting Service Offering

- » Marquette is an Itron hosted customer that purchased a **SaaS** service offering. The SaaS offering is defined as the following:
 - Itron is responsible for the maintenance, availability, and performance of the hosted back-office.
 - Marquette is responsible for the daily operations encompassing the Field Area Network (CGRs and CAMs) as well as endpoint data collection and integrity.
 - Within the SaaS service offering, Itron is responsible for providing a back-office “*Availability*” SLA as well as a “*File Delivery*” SLA.

- » Should Marquette elect to have Itron be responsible for the hosted Riva system, Itron would implement full **Managed Services**:
 - Offering includes a “*Read Rate*” SLA
 - Itron is responsible for the Field Area Network as well as endpoint data collection and data integrity.
 - Itron would provide 24x7 365-day support of the Marquette production system.
 - Marquette would be responsible for field operations and MDI accuracy.

Riva SaaS Skillset Overview

Customer Skillset Required for Riva SaaS Service Offering

<u>Task</u>	<u>Network Engineer</u>	<u>Application Engineer/Systems Administrator</u>
Understanding of both IPv4 and IPv6	X	
IPv6 DHCP scopes	X	
NTP and time synchronization	X	
Understand backhaul technologies and communications (Fiber, Ethernet to Fiber, and Cellular)	X	
Deep knowledge and understanding of CGR components (ACTD, GOS, etc.) and their dependency on one another	X	
Knowledge of CGR express configurations...configuration rollback and optimization	X	
Knowledge of packet captures (WireShark)	X	X
Knowledge of Cisco IOS and how to upgrade IOS firmware (including GOS firmware upgrades	X	
Understand firewall ports and rules to facilitate Ethernet and fiber backhaul	X	
Knowledge of CGR PKI...certificates	X	
Understand of the functionality of Field Network Director (FND)	X	X
Application configuration (OW-CM)		X
Deep knowledge of analyzing and troubleshooting interrogation issues to determine root cause from field area network devices and/or application	X	X

Service Offering Comparison

Service Offerings Comparison

Responsibilities	SaaS		Managed Services	
	Itron	Customer	Itron	Customer
Back-office patching	X		X	
Operating System and application upgrades (OW-CM, ISM, FND)	X		X	
Back-office infrastructure monitoring	X		X	
Provisioning endpoints and field devices	X		X	
Cellular backbone relationship with the cellular carrier	X		X	
Read Rate SLA	N/A		X	
System Availability SLA	X		X	
File Delivery SLA	X		X	
Replacing endpoints that are no longer communicating or need RMA processing		X		X
CGR that are no longer communicating or need RMA processing		X		X
Field service operations		X		X
MDI file accuracy		X		X
Endpoint firmware upgrades		X	X	
Endpoint migration analysis and reporting		X	X	
Endpoint to CAM and back office application connectivity troubleshooting		X	X	
Daily communicating meter reporting		X	X	
Endpoint data quality		X	X	
Point to point and multicast analysis		X	X	
CGR IOS Upgrades		X	X	
CGR Cellular interface IPv4 troubleshooting		X	X	
Field device firmware upgrades		X	X	
IPv6 and multicast connectivity troubleshooting		X	X	
Read rate and interrogation analysis and troubleshooting		X	X	
Endpoint to system connectivity troubleshooting		X	X	

Managed Services RACI

Responsibility Table: Daily Operations

P=Primary responsibility
S=Support responsibility

Description of Service or Deliverable	Itron	Customer
Create, monitor and manage read schedules	P	
Ensure any input files are received and processed and output files are delivered to Customer by posting to a SFTP folder, or equivalent, where it can be retrieved by Customer as needed	P	
Manage files on the SFTP server where any export files are delivered. If the SFTP server is Itron's, files should be downloaded nightly and files that have been successfully downloaded and processed are to be removed from the SFTP location within 7 days.	P	S
Perform read rate monitoring and reporting	P	
Perform remote investigation for specific groups of non-communicating Endpoints affected by a common network issue and coordinate field order with Customer as needed.	P	S
Notify Itron in advance when additional devices are planned to be installed. Perform Meter field maintenance; close work orders with Itron.		P
Perform Network Device and Endpoint repair, replacement, or relocation as required.		P
Perform RMA, Processing, Tracking and Performance Reporting for Endpoints and Network devices.	S	P
Administration of the Managed Services platform to Service Levels. This includes VPNs, connectivity and tunnel routing infrastructure	P	

Responsibility Table: Environmental Management 1/2

P=Primary responsibility
S=Support responsibility

Description of Service or Deliverable	Itron	Customer
Manage application user requests for new users and deletion for users no longer involved with the managed system		P
Provide notification in the event of an Itron employee with application access no longer requires access to the managed system	P	
Maintain skill sets necessary to properly support the required Itron technologies	P	
Maintain skill sets necessary to properly support the required Itron network Field operations		P
Administer and monitor infrastructure including but not limited to utilization of CPU, memory, IOPs, and disk space	P	
Manage and troubleshoot the secure network infrastructure components and processes	P	
Administer associated Linux, Unix, and Windows operating systems	P	
Apply Operating System and other 3rd party security patches and critical updates as appropriate.	P	
Maintain and troubleshoot third party software issues required for Managed Services platform operations, work with third party to troubleshoot as required	P	
Maintain anti-virus on all windows-based servers	P	

Responsibility Table: Environmental Management 2/2

P=Primary responsibility
S=Support responsibility

Description of Service or Deliverable	Itron	Customer
Monitor Network and AP communications and support networking troubleshooting activities for the Itron hosting platform	P	
Support solution upgrade activities	P	
Maintain and administer required databases	P	
Establish and manage the wireless backhaul contracts and accounts if applicable.	P	
Manage upload and submission of meter data files; work with Itron when problems are identified		P
Perform regular system, database, and custom component backups in accordance with selected service level	P	
Develop and maintain related standard operating procedures	P	
Manage Endpoint firmware revisions, including coordination and scheduling of firmware downloads as necessary (for Itron manufactured devices only with Itron provided firmware)	P	
Service Management infrastructure and services	P	
Provide evidence for annual SOC 2, Type 2 attestation for Itron Hosting Services	P	

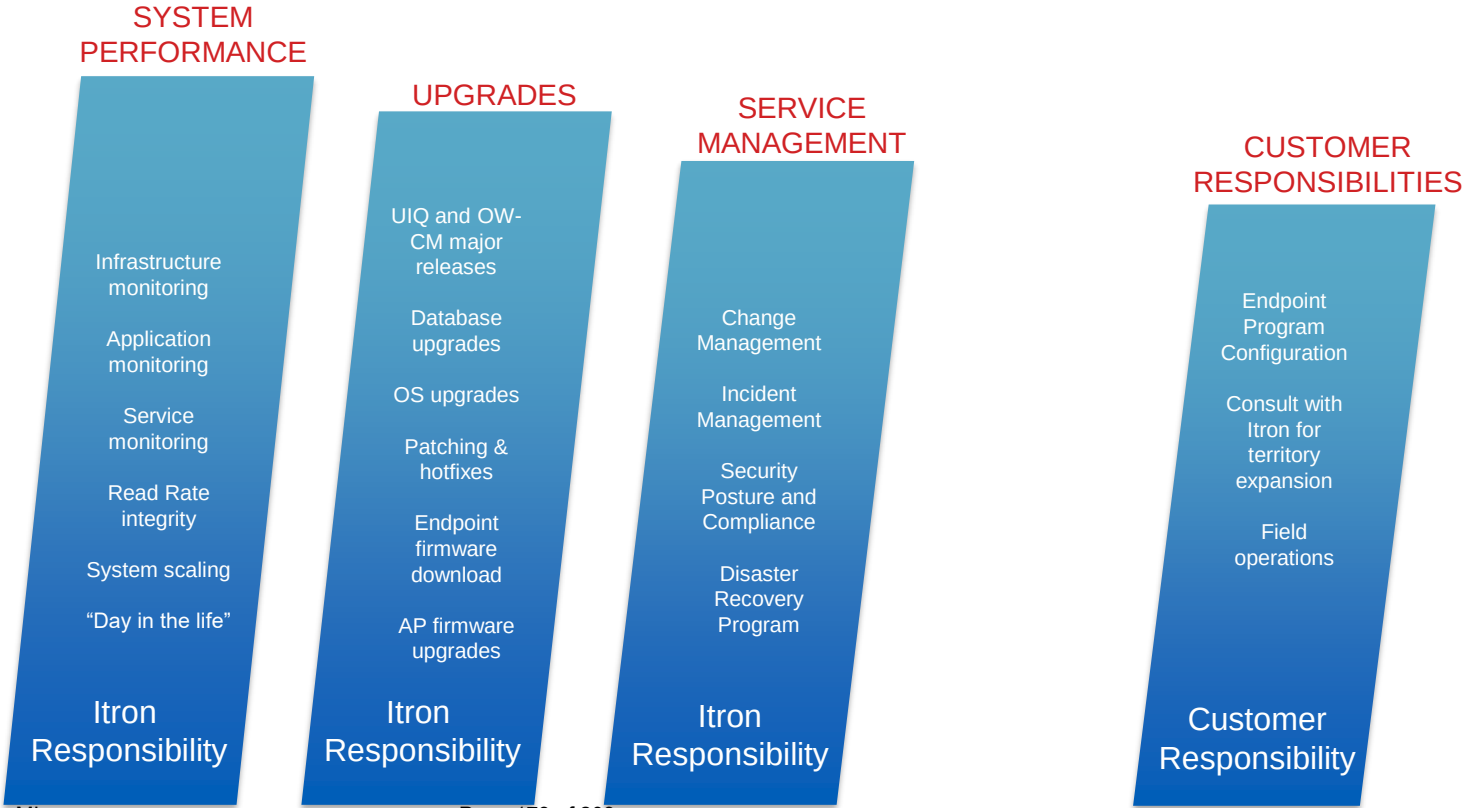
Operational Support Examples

Operational Support

» Ownership and Accountability Per Service Offering

<u>Support Examples</u>	<u>Managed Services</u>	<u>SaaS</u>
Troubleshooting read rate drop for a single interrogation	Itron	Customer
CAM is offline and endpoints migrate to a different CGR resulting in a read rate drop	Itron	Customer
OW-CM major release upgrade	Itron	Itron
Endpoint firmware upgrade after major system release	Itron	Customer
CGR express config is corrupt and CGR is not communicating	Itron	Customer
CAM in two CGRs is not communicating in the middle of the night resulting in a read rate drop	Itron	Customer
New endpoints need provisioning in the system	Itron	Itron
Interrogation performance degradation due to point-to-point only communication	Itron	Customer
MDI file accuracy	Customer	Customer
CGR cellular interface goes down and CGR is not communicating	Itron	Customer
Read rate drops by 10% during the midnight interrogation	Itron	Customer

MANAGED SERVICES – ROLES AND RESPONSIBILITIES



Comparative View of System Access

Managed Service

COMPARATIVE ACCESS TO SOLUTION COMPONENTS

Application\Device	Access Level (Managed Service)
Itron Enterprise Edition (IEE) App Server	U
Itron Enterprise Edition (IEE) DB Server	NA
Itron Analytics (IA)	U
Performance Manager (PM) App Server	U
Performance Manager (PM) DB Server	NA
Action Manager (AM) App Server	U
Action Manager (AM) DB Server	NA
Field Collection System (FCS) App Server	U
Field Collection System (FCS) DB Server	NA
Tunnel Provisioning Server (TPS)	NA
Field Network Director (FND)	RO
Field Network Director (FND) Northbound API	NA
Connected Grid Router (CGR)	NA
CGR Adaptive Communications Technology Module (CAM)	NA
Network Policy Server (NPS)	NA
Active Directory for Device\Endpoint Provisioning	NA
OW Collection Manager (CM) App Server	A
OW Collection Manager (CM) DB Server	NA
Itron Security Manager (ISM) APP Server	NA
Itron Security Manager (ISM) DB Server	NA
Certificate Authority Servers (ECC, RSA, WIFI)	NA

A = Admin Access
U = User Access
NA = No Access
RO = Read Only

COMPARATIVE ACCESS TO SOLUTION COMPONENTS

Application\Device	Access Level (Managed Service)
Gemalto HSM	NA
Thales HSM	NA
Infoblox IPv6 DHCP Solution	NA
Headend Router (HER)	NA
MV90 xi User Interface	RO
MV-PBS User Interface	RO
UIQ	U
SLV – Streetlights	U
Gridscape	U
SIQ	U
ODS – Outage Detection	U
Operations Optimizer	U

A = Admin Access
U = User Access
NA = No Access
RO = Read Only

Managed Services Benefits to Marquette

Benefits of SaaS/Managed Services

- Reduction of customer O&M (training, personnel, etc..) expenses
- Leverage Itron's vast experience managing Riva AMI systems
- Itron is responsible for OS, database, and supporting application licensing
- Itron is responsible for upgrading field devices and endpoint firmware
- Marquette shifts focus from AMI IT activities to revenue generating streams
- Itron is responsible for investigating read rate related issues
- Marquette's responsibilities are limited down to MDI hygiene, meter configurations, and field operations (boots on the ground to investigate and/or swap devices and endpoints)
- Ease of transition from Riva to a future Itron AMI related product



Questions?

Thank you!!!

Monitoring

WHAT is Monitored: Infrastructure Monitoring

Ensure all infrastructure supporting software and services is available and operating at optimal levels

- Network – routers, switches, firewalls, load balancers
- Server Hardware and Operating System – physical and virtual servers (Dell, UCS, Vmware)
- Database – database technologies in support of Itron software and management capabilities (SQL, Oracle, Greenplum, MySQL)
- Storage – leveraged storage storage-area-network (EMC, Cisco)
- Appliance – hardware and virtual appliances supporting infrastructure services (InfoBlox, Data Domain, RecoverPoint)
- Tools & Services – management tools and applications (BladeLogic, Remedy, vCenter, Monitoring, Splunk, Salesforce, and LDAP)
- Data Center – power distribution units (PDU) health

WHAT is Monitored: Software Monitoring

Ensure application foundations and application-specific devices are available and functioning properly

- Application processes & port availability
- Application data sync and inter-application connectivity
- Application log file update regularity and specific application log-based error conditions
- Neighborhood Area Network (NAN) device availability -- Access Points, Relays, Bridges
- Field Area Network (FAN) endpoint device availability -- Meters
- Hardware Security Modules (HSM) device availability and hardware health
- Value-added infrastructure monitoring based on application performance parameters – application memory, system load, database job status (blocked/broken/waiting)

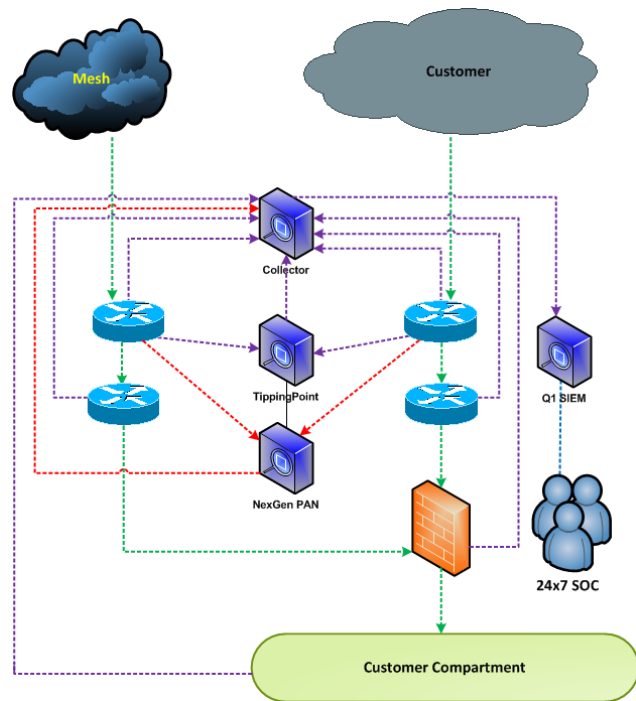
WHAT is Monitored: Service Monitoring

Ensure the primary business outcomes of the service are operating within normal parameters

- Application user interface simulated logins
- Read progress/success for primary read jobs
- Export progress, files, success for primary export jobs
- File delivery
- Remote command failures
- Critical Operations Protector limits
- Security related event logging
- Advanced analysis-based application log and script collection including messaging queue consumption, depth and throughput

Security Monitoring and Detection - Hosting

- » Data Sources:
 - » Network Intrusion Detection (NIDS) –
 - » Palo Alto Networks (PAN) – NexGen Threat Management
 - » Deployment ongoing for Corp presence
 - » In flight for customer deployments
 - » Security Information & Event Management (SIEM) – Q1 Radar - Syslog
 - AuditD
 - Firewall logs
 - VPN user logs
 - Security appliances



Itron Global Managed Services

Service Offerings

Business Continuity

Disaster Recovery

SLAs

Global Managed Services (GMS) Service Offerings

The **Service Offering** defines the roles and responsibilities of Itron and the customer regarding the hosted environment.

For Itron GMS:

» Managed Services

- *Itron hosts the infrastructure and manages the Itron proprietary applications hosted on the infrastructure*
- *UIQ, Riva*
- *Includes read rate, availability, and file delivery*



Service Level Agreement (SLA)

SLA: Level of service from Itron, metrics by which the service is measured, and penalties when the service levels are not achieved.

» GMS Hosting SLAs

- **On-Demand (default is 98%)**
- **Read Rate SLA (default is 99.5%)**
 - Predominantly associated with UIQ implementations. A read rate SLA is only associated with head end systems (HES). IEE does not provide a read rate.
- **File Delivery SLA (default is 99%)**
 - Related to the delivery and integrity of a billing file from a head end system or a meter data management (MDM) system like IEE.
 - Typically facilitated by placing the billing file on a GMS SFTP folder for a customer system to grab and ingest in an on-premise billing system.
- **Availability SLA (default is 99.9%)**
 - Calculated as the allowable amount of "unscheduled downtime" per month of a customer's environment. A 99.9% availability SLA is 43 min and 28 sec of unscheduled down time per month.



RPO and RTO

» Recovery Point Objective (RPO)

- *Maximum amount of allowable data loss*

» Recovery Time Objective (RTO)

- *Maximum amount of time it takes to return the system back to a production ready state*

» Business Continuity:

- *72-hour RPO*
- *5-business day RTO*

» Disaster Recovery:

- *4-hour RPO*
- *12-hour RTO*



Business Continuity

Organization's ability to provide essential business functions during and after an incident takes place.

» GMS Hosting and Business Continuity

- *Business Continuity is not Disaster Recovery (DR)*
- *Outlines to the customer that Itron is backing up applicable virtual infrastructure, databases, and user data and can confidently restore these within a specified time period*
- *Defined, legitimized, and proven within ISO 27001 and SOC compliancy*
- *Does not provide for the loss of, or loss of connectivity to, an Itron-owned or contracted data center*
- *Provides for RPO of 72 hours and RTO of 5 business days*

An example of Business Continuity would be a corrupt database; the hosted system is not available to the customer and Itron would need to restore the database from onsite or offsite backup within 5 business days.

Per the RPO, the maximum amount of data loss is 72 hours



Disaster Recovery (DR)

DR: Organization's method of regaining access and functionality to the hosted infrastructure after a natural or human disaster.

» GMS Disaster Recovery

- *Optional fee-based service*
- *Business continuance to a customer should a disaster render the data center unavailable or because of a temporary or permanent loss of connectivity to a data center*
- *RPO of 4 hours and RTO of 12 hours*
- *Includes annual failover exercise*
- *Software-based replication. Replication typically occurs every 15 minutes*
- *DR is facilitated by synchronizing the production environment and replicating database failover via Oracle DataGuard or SQL via Zerto*
- *DR is for the production environment only*



Disaster Recovery (DR) cont'd

DR: The organization's method of regaining access and functionality to the hosted infrastructure after a natural disaster or a human disaster.

» GMS Disaster Recovery

- *Requires secondary physical data center if the primary production environment is hosted in an Itron-owned or contracted data center*
 - Switch, Las Vegas (primary production data center)
 - Switch, Atlanta (secondary DR data center)
- *When is DR activated?*
 - Data center is lost to a natural (fire, flood, etc..) or human disaster (e.g., security breach or vulnerability)
 - Connectivity to the data center is lost (e.g., cut fiber lines from a backhoe)
 - DR is not activated for a corrupt database...a restore from backup is the solution here



Untitled Map

Write a description for your map.

Legend

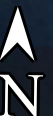
-  Coldwell Banker
-  Feature 1
-  Feature 2
-  Feature 3
-  Feature 4
-  Feature 5
-  Feature 6
-  Feature 7
-  Jim's Music & Teaching Center
-  Marquette City Hall
-  Marquette General Hospital
-  Marquette Maritime Museum
-  Marquette Mountain
-  NMU Superior Dome
-  Peter White Public Library
-  School

Google Earth

Image © 2020 TerraMetrics

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City of Marquette, MI
Image NOAA

Page 193 of 203



2 mi

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 7/8/2024

New Business

Naming - Nheena Weyer Ittner Skatepark

BACKGROUND:

Per City Commission Policy 2005-01, Naming Parks and Recreation Facilities, a request was forwarded to the Parks and Recreation Advisory Board. At their June 2024 meeting, the Board reviewed the request with supporting documentation. After discussion, the Board voted unanimously to support the request to rename the facility.

Nheena Weyer Ittner was instrumental in both proposing the idea of a permanent built skate park and in the fundraising to make the facility a reality. Her commitment to serving the youth of this community and unique skill at raising funds combined with her visionary leadership resulted in a place for the youth of the area to congregate, challenge themselves, socialize and grow.

Several letters of support from community members are attached. Community Services staff fully support this proposal.

FISCAL EFFECT:

None with this action.

RECOMMENDATION:

Approve the request to name the skate park "The Nheena Weyer Ittner Skatepark".

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Naming Policy
- ▣ Proposal and Letters of Support

CITY OF MARQUETTE, MICHIGAN

CITY COMMISSION POLICY

Policy Number: 2005-01	Revision Date:
Date Adopted: 03-28-05	
Department: Parks & Recreation	

SUBJECT: NAMING PARKS & RECREATION FACILITIES

PURPOSE: To provide a formal process for the City of Marquette to name or rename Parks & Recreational facilities

POLICY:

It is the intent of the Parks and Recreation Advisory Board to review all requests for naming or renaming facilities, evaluate each request in accordance with the following guidelines, and provide insight and recommendations to the City Commission for consideration. The City Commission shall make all final decisions naming or renaming facilities. The Parks and Recreation Advisory Board shall follow the naming guidelines adopted by the City Commission.

I. Process

To request a name for a specific park, facility, or a major feature within a park such as a street, lake, building or athletic field, an applicant shall submit a written request to the Parks and Recreation Advisory Board via the Parks and Recreation Department staff.

The applicant may obtain a copy of the Park Naming Guidelines from the Office of the Director of the Parks and Recreation Department. The request shall clearly state the name of the requesting organization along with the name, address and phone number of a contact person. The request must include all information as stated in the guidelines below. Verification of the facts in the request by Parks and Recreation Department staff shall be required.

Upon receipt of all information, the Parks and Recreation Advisory Board will review the application and request any clarification as needed. The Board will have no more than 60 days to review and evaluate any and all naming requests from applicants once all

information has been received. Upon completion of review by the Parks and Recreation Advisory Board, the Board chair will place the request with a recommendation on the City Commission agenda for presentation to the City Commission. The City Commission will then have no less than one month to reflect and consider the naming request before the item will be placed on the commission agenda for voting purposes and public comment. The Parks and Recreation Advisory Board and the City Commission reserve the right not to endorse a request.

II. Guidelines for Naming or Renaming

Proposed naming of a Park or facility shall identify all of the following which apply:

1. An adjacent street to the park or facility;
2. Predominant physical features (such as lakes, rivers, creeks, etc.) in or adjacent to the park;
3. The subdivision in which the park property or facility is located;
4. A significant historic feature or event;
5. An individual or group who has made exceptional contributions to the City of Marquette with preference being given for contributions to parks and recreation services. Exceptional contributions include, but are not limited to;
 - i. Donating or contributing a significant amount of money for the acquisition and/or development of the park facility;
 - ii. Providing direct and significant volunteer services benefiting the public as a local or community leader;

Persons currently serving on the City Commission or holding a local elected office or serving on the Parks and Recreation Advisory Board may not be considered for naming, but may be considered for naming when said person no longer serves in such capacity.

III. Procedures for Naming or Renaming

A. Individuals or organizations shall submit a written nomination for naming city parks and facilities along with justification to the Park and Recreation Advisory Board. The request shall include:

1. Reasons for the proposed name;
2. Proposed name;
3. Evidence of community support for the proposed name;
4. All of the above must be submitted to the Parks and Recreation Advisory Board for review;

The applicant may submit petitions, which state the intent and include printed names, signatures, addresses, zip codes and telephone numbers of each signer as proof of residency;

B. The Parks and Recreation Advisory Board shall:

1. Review the nomination in accordance with Section III of the guidelines;
2. Research, review and study the supporting documentation;
3. Forward recommendations to the City Commission for review;
4. The City Commission shall make the final decisions;

VI. Responsibilities of the Parks and Recreation Advisory Board

Once the appropriate nomination material for naming a city park or facility is submitted to the Parks and Recreation Advisory Board for review, the Park and Recreation Advisory Board will:

1. Review the nomination in accordance with Section III of the guidelines;
2. Research, review and study the supporting documentation;
3. Forward recommendations to the City Commission for review.

Policy item II, Number 5. Is applicable for this naming request.

City of Marquette Parks and Recreation Advisory Board:

We appreciate you considering and accepting this proposal to name the Marquette City Skatepark in honor of Nheena Weyer Ittner.

The name being proposed is, 'The Nheena Weyer Ittner Skatepark'

1. Reasons for proposing this name:

The largest reason for this proposal is that the Marquette Skatepark would not exist without the involvement and influence of Nheena Weyer Ittner. To understand how this came to be, we want to remind the advisory board and commission of the background. About a decade prior to the opening of the Marquette Skatepark in its current form, there was an idea to create such a space. The city and the YMCA had worked to provide an option with temporary skate obstacles (made of metal and plastic) and they had to be stored and pulled out each spring/summer season. It was better than nothing, but many knew that the city and area could use something more, something permanent, that will fill the void and provide a safe, welcoming environment with well built structures for kids and persons of all ages, skate abilities and styles to enjoy.

A local group discussed plans and options, but nothing moved forward in an organized way until Nheena got involved. A group of kids explained the idea to Nheena and their hope for such a space and that's all it took. Being inspired by children, as she often can be, Nheena took on this objective. As we all know, Nheena had already founded and opened the Upper Peninsula Children's Museum and was successfully operating as CEO. In addition to this role, and serving on many local, regional, and state level advisory boards, she took on the role of fearless fundraising and organizational leader of the Marquette Skatepark Committee. Nheena pulled in various experts, artists, construction groups, and bikers, skaters, bladers, etc... to get input and buy-in on this venture.

With her concerted fundraising and fund coordination and continued efforts, the Marquette Skatepark was dedicated and opened officially in 2014.

What the Marquette Skatepark meant then and still does, is that it is a space and place for community members and local youth to go and be active while enjoying the outdoors, partaking in a sport they love. As many of us remark every time we go past the skatepark and see two dozen people or more there, where would they be if that park did not exist? Would they be skating on other curbs in the city, where they damage the concrete? Would they be sitting at home, alone, not socializing and finding their own friend group and common bonds with others who enjoy skateboarding, biking, and riding scooters? Instead, they have the Marquette Skatepark, thanks to Nheena and her efforts that rallied a group of city officials and volunteers to create this wonderful park and location.

In addition to the Children's Museum, the Skatepark, and other amazing accomplishments that have benefited the City of Marquette and region, Nheena continues her efforts. She is now helping complete an updated and renovated Lower Harbor Park that will be safe and inclusive and ready for an entire new generation of children.

We all can agree and realize when efforts are made toward initiatives like the skatepark, the Children's Museum, the Lower Harbor Park, and similar efforts, it takes a village, a community, a region. Project and undertakings like those listed here have starts and stops, challenges both large and small, and ultimately success. It takes time and determination to see it through. It involves both public and private participation and a show of appreciation for all those involved and making sacrifices and investments of time and resources. And someone needs to lead. Nheena is a leader. We admire and respect Nheena for her grit, sisu, and 'never give-up' attitude when it comes to helping and serving the Marquette area and specifically our youth.

Nheena should be recognized time and time again for all she has done for this area and in naming the skatepark, the *Nheena Weyer Ittner Skatepark*, her legacy will be honored and recognized as long as the park remains. We are proud to have this opportunity to honor Nheena and all she has done for local children.

Thank you again for your consideration and the work you do on behalf of our area citizens and the City of Marquette.

Jess Jones
3156 Island Beach Road
Marquette, Michigan 49855
906-869-2308
Jessmqt15@gmail.com

P.S. She is unaware of this submission. If you need information from her or on her behalf we are happy to assist or include her if you feel that is helpful or beneficial.

2. Proposed Name: **The Nheena Weyer Ittner Skatepark**

3. Evidence of Community Support from Marquette Residents: (see attached documents)

Submissions by:

1. Andrew LaCombe
TV6
2. Patrick Callahan
Gray Media
3. Meagan Morrison
Eagle Mine

May 17, 2024

Dear Marquette City Leaders,

I am writing to you with great enthusiasm and a heartfelt recommendation regarding the naming of our city's skate park. Because of her work to fundraise for the skate park, I cannot think of a more fitting tribute than to name it after the remarkable Nheena Weyer Ittner.

Here's a story that encapsulates the essence of Nheena's influence on our community. It was during my childhood that I first had the privilege of crossing paths with Nheena, an encounter that left an indelible mark on my life. Sliding down a toilet slide at the Upper Peninsula Children's Museum, an institution she founded, was not just a playful moment but a testament to her innovative approach to education and empowerment. Under her guidance, I became involved in the museum's youth journalism program, an experience that ignited my passion for storytelling and community engagement.

Nheena's dedication to empowering young voices through initiatives like the youth journalism program has transformed countless lives, including my own. Her tireless efforts to create opportunities for youth leadership have shaped the fabric of our community, inspiring individuals like myself to strive for excellence and give back in meaningful ways. From serving on the museum's board of directors to assuming leadership roles in local organizations, Nheena's mentorship has guided me every step of the way.

More than just a visionary leader, Nheena embodies the spirit of compassion and generosity that defines our city. Her unwavering commitment to the well-being of our youth has laid the foundation for a brighter future, one where every child is empowered to reach their full potential. As a symbol of our gratitude and admiration, I believe we should honor Nheena's legacy by naming our city skate park in her honor.

Just as Nheena's legacy continues to endure through the Children's Museum she founded, so too will her impact be felt in the hearts and minds of future generations who will gather at the skate park.

Sincerely,

Andrew LaCombe
135 W. Arch St.
Marquette

June 3, 2024

Dear Marquette City Leaders,

I am writing to express my unequivocal support for naming the City of Marquette skate park in honor of Nheena Weyer Ittner. She has worked tirelessly in her efforts to provide safe and productive places for the youth of this community.

You would be hard-pressed to find community leaders who have not been personally and positively impacted by the work that Nheena has dedicated herself to for nearly four decades.

While locally she is most known for founding and spearheading one of the best children's museums in the country. She has also been on countless boards, committees, and initiatives all with the focus of helping other organizations learn from her experiences to make Marquette a better place.

Nheena has always looked at Marquette with the lens of "how can I help make this town better?" A lens that we are lucky she has, and I wish more people used. Years ago, she saw a need for a place for the local youth to go and push themselves, learn from each other, and build memories that would last a lifetime. That vision ultimately led to massive community support and would untimely become the skate park. A community space that while being years old gets used every day by first timers to seasoned vets all with the goal of making themselves better.

Naming the skate park after her would not only honor what Nheena has done for Marquette but also help instill her name on a piece of the city that would not be here if it weren't for her community work.

I urge the City Council to consider this proposal favorably and to take this opportunity to recognize one of Marquette's most hardworking philanthropists.

Thank you for your consideration.

Sincerely,

Patrick Callahan
236 W. Park St.
Marquette

June 3, 2024

Dear Marquette City Leaders,

I am writing to express my wholehearted support for naming the City of Marquette skate park in honor of Nheena Weyer Ittner. This gesture would be a fitting tribute to an individual who has significantly contributed to our community in many ways.

Nheena has been a pillar of the community for decades, demonstrating unwavering dedication and passion in her efforts to enrich the lives of our residents. Her tireless work to establish the Upper Peninsula Children's Museum has provided countless opportunities for children and families to learn, explore, and grow in an environment that is both engaging and educational.

Nheena's commitment to the community extends beyond the walls of the museum. It was her visionary leadership that led to the creation of the skate park. Her passion for empowering youth demonstrates the kind of positive impact one person can have on a community when they truly care. The skate park is more than just a recreational space; it is a place for young people to challenge themselves, overcome obstacles, and persevere. It is a place of self-expression, connection, and growth.

Naming the skate park after her would not only honor her legacy but also inspire future generations to continue her work in making Marquette a vibrant and inclusive community.

I urge the City Council to consider this proposal favorably and to take this opportunity to celebrate a truly remarkable individual.

Thank you for your consideration.

Sincerely,

Meagen Morrison
440 W. Hewitt Ave.
Marquette

