

City of Marquette, MI



Meeting Agenda City Commission

**Monday, August 8, 2022
6:00 PM
Commission Chambers**

300 West Baraga Ave
Marquette, Michigan 49855

Call to Order, Pledge of Allegiance and Roll Call

Approval of the Agenda

Announcements

Boards and Committees

1. Appointments

Robert Kulisheck, Marquette Brownfield Redevelopment Authority, for an unexpired term ending 02-01-25

Wendy Hill-Manson, Harbor Advisory Committee, for an unexpired term ending 06-01-24

Anne Donohue, Harbor Advisory Committee, for an unexpired term ending 06-01-23

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

Public Hearing(s)

2. Land Development Code Amendments - Roll Call Vote

3. Consent Agenda

3.a. Approve the minutes of the July 25, 2022 regular Commission meeting

3.b. Approve the total bills payable in the amount of \$2,136,840.97

3.c. Detention Basin Maintenance

3.d. Letter to Michigan Attorney General- Former Hospital Redevelopment

3.e. Marquette Outdoors - Tourist Park Kayak Rental Lease

3.f. Rotary Club of Marquette West - Special Event Permit

3.g. U.P. Beer Festival - Special Event Permit

Unfinished Business

4. NFPA Fire and Life Safety Ordinances - Roll Call Vote

New Business

5. EV Smart Communities Commitment Letter

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: 8/8/2022

Public Hearing(s)

Land Development Code Amendments - Roll Call Vote

BACKGROUND:

On April 12, 2022, the Planning Commission conducted a Public Hearing for the consideration of a comprehensive set of amendments to the Land Development Code that had been the subject of several months of work and refinement before this meeting. After considering the proposed amendments and conducting a Public Hearing, the Planning Commission approved the following motion:

It was moved by S. Mittlefehldt, seconded by M. Dunn and carried 8-0 that after review of the draft Land Development Code (LDC) amendments presented as case 01-ZOA-04-2022, and after conducting a Public Hearing and careful consideration of the contents of the draft LDC amendments, the Planning Commission finds that the draft LDC amendments are consistent with the recommendations, goals, and policy objectives of the Community Master Plan, comply with section 54.1405 of the Land Development Code and therefore are justified and appropriate and therefore should be approved by the City Commission as presented.

These amendments were approved by the City Commission at the May 31 regular meeting, however a clerical error led to the exclusion of two paragraphs, which should have been included in the proposal. These two paragraphs cover amendments to sections 54.1107 and 54.1109 within the Land Development Code's Article 11 - Signs.

In the attached draft ordinance, strikethroughs indicate repealed content, while yellow highlights indicate newly added material. This public hearing was scheduled at the Commission's June 27 regular meeting.

FISCAL EFFECT:

None.

RECOMMENDATION:

Following the Public Hearing, approve Ordinance 713, which makes amendments to the Land Development Code.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Planning Commission case file for 01-ZOA-04-22
- ▣ LDC Draft Ordinance



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

MEMORANDUM

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

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

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

Recommended Action:

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

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

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

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



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

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

Example) H. Light Manufacturing

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

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

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

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

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Article 2 Definitions

Section 54.202 Specific Terms

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Article 3 Zoning Districts and Map

Section 54.306 Permitted Uses by District

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

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

Land Use	LDR	MDR	MFR	MHP	MU	CBD	GC	RC	M	C	I-M	CR	BLP	Use Standards
Residential Uses														
Adult Foster Care, Family Home	P	P	P	P	P	P								
Adult Foster Care, Large Group Home			S											Section 54.602
Adult Foster Care, Small Group Home	S P	S P	S P		S P									Section 54.602
Child or Day Care, Family Home	P	P	P	P	P	P								
Child or Day Care, Group Home	S	S	S		S									Section 54.608
Dwelling, Accessory Unit	S P	S P	S P		S P	S P								Section 54.612
Dwelling, Intentional Community	S	S	S		S	S								Section 54.614
Dwelling, Live/Work					P	P								Section 54.615
Dwelling, Multiple-Family			P		P	P S								Section 54.616
Dwelling, Single-Family Attached			P		P	S								
Dwelling, Single-Family Detached	P	P	P		P	S								Section 54.617
Dwelling, Two-Family (Duplex)	S	S	P		P	P								Section 54.613
Foster Family Group Home	S	S	S		S	S								
Foster Family Home	P	P	P		P	P								
Home Occupation	P	P	P		P	P								Section 54.621
Home Office	P	P	P		P	P								Section 54.622
Mobile Home Park				P										Section 54.630
Nursing Home, Convalescent Home, Extended Care Facility, Assisted Living Facility			S		S	S								Section 54.632
Residential Limited Animal Keeping	P	P												Section 54.6412
Lodging Uses														
Bed and Breakfast			S		S	S								Section 54.603
Bed and Breakfast Inn					S	S								Section 54.604
Domestic Violence Abuse Shelter			S		S	S								Section 54.610
Fraternity or Sorority House			S		S	S								
Halfway House			S		S									Section 54.620
Homeless Shelter					S	S								Section 54.623
Homestays and Vacation Home Rentals	P	P	P		P	P								Section 54.624
Hospital Hospitality House		S			S	S								Section 54.626
Hotel or Motel					S	S	P	P						
Rooming House			S		S	S								Section 54.6423
Supportive Housing Facility, Transitional and/or Permanent	S	S	P		S	S								Section 54.646

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

	LDR	MDR	MFR	MHP	MU	CBD	GC	RC	M	C	I-M	CR	BLP	Use Standards
Medical Uses														
Emergency Services					P	P	P	P						
Health Services					P	P	P	P						
Hospice					P	P	P	P						
Hospital			S		S	S	S	S						Section 54.625
Medical Hospital Related Accessory Uses					P	P	P	P						
Medical Hospital Related Office					P	P	P	P						
Medical Hospital Related Uses					P	P	P	P						
Office, Medical					P	P	P	P			P			Section 54.633
Veterinary Clinic (Domestic Animals Only)					P	P	P	P			P			
Public and Quasi-Public Uses														
Cemetery	S	S	S						P	P				Section 54.606
Public or Governmental Building	S	S	S		P	P	P	P	P	P	P	P	P	
Recreational Use, Land Intensive												S	S	Section 54.639 ⁴⁰
Recreational Use, Public	S	S	S		S	S	S	S	P	P		P	P	
Religious Institution	S	S	S		P	S	P	P			P			Section 54.640 ¹
School, Primary or Secondary	S	S	S		S	S			P	P				Section 54.643 ⁴
School, University		S	S		S	S			P	P				Section 54.607
Commercial and Retail Uses														
Adult Entertainment Uses											S			Section 54.601
Bar					S	P	P	P						
Child Care Center or Day Care Center	S	S			P	S	P	P						Section 54.609
Drive-Through Uses					^P	^S	P	P						Section 54.611
Farmers' Markets					P	P	P	P	P	P				Section 54.618
Gasoline Service Stations						S	P	P			P			
Indoor Recreation					P	P	P	P	P	P	P			
Office, Professional					P	P	P	P	P	P	P			Section 54.633
Outdoor Entertainment and Community Events (Principal Use ^{or Accessory Use})					S	P	^S	^S	P	P		^P	^S	Section 54.635(C) or (D)
Outdoor Entertainment and Community Events (Temporary Use)	P	P	P	P	P	P	P	P	P	P	P	P	P	Section 54.635(B)
^{Outdoor Alcoholic Food and Beverage Service}					S	P	P	P				^P		Section 54.636
^{Outdoor Food and Non-Alcoholic Beverage Service}					^P	^P	^P	^P				^P		Section 54.637
Outdoor Recreation			S		P	P	P	P	P	P		P	P	
Pet Boarding Facility							S	S			S			
Restaurant, Indoor Service					P	P	P	P						
Retail Business, Indoor					P	P	P	P			P			
Retail Business, Outdoor Permanent							S	S			S			
Retail Sales, Outdoor Temporary					P	P	P	P						Section 54.637 ⁸
Service Establishment					P	P	P	P			P			
^{Shooting Range, Indoor}							^P	^P			^P			Section 54.645
Storage, Open							P	P	P	P	P	P	P	Section 54.634
Vehicle Repair and Service					S	S	S	P			P			Section 54.627

Land Use	LDR	MDR	MFR	MHP	MU	CBD	GC	RC	M	C	I-M	CR	BLP	Use Standards
Industrial Uses														
Major Repair and Maintenance Operations											S		P	Section 54.627
Manufacturing, Heavy											S			Section 54.627
Manufacturing, Light					S	S	S	S			P			Section 54.627
Natural Resource Extraction Operations												S		Section 54.631
Port Facilities and Docks									S	S		S	S	Section 54.638 ⁹
Railroad Facilities											P			
Storage, Bulk								S			S		P	Section 54.605
Utility Electrical Power Generation													P	
Warehousing								S			P		P	
Wholesale Trade Establishment							P	P			P			
Wholesaling Operations								S			P			
Other Uses														
Accessory Building or Structure	P	P	P		P	P	P	P	P	P	P	P	P	Section 54.705
Accessory Use, Non-Single Family Residential Lots	P	P	S		S	S	S	S	S	S	S	S	S	
Accessory Use, Single-Family Residential Lots	P	P	P		P	S								
Agriculture-Like Operation, including Forestry									P	P		P	P	
Food Production, Minor	P	P	P	P	P	P	P	P	P	P	P	P	P	Section 54.619
Marihuana Designated Consumption Establishment						S	S							Section 54.628
Marihuana Grower – Class A						S	S	S			S			Section 54.628
Marihuana Grower – Class B							S	S			S			Section 54.628
Marihuana Grower – Class C							S	S			S			Section 54.628
Marihuana Grower _ Excess							S	S			S			Section 54.628
Marihuana Microbusiness- Light Manufacturing						S	S	S			S			Section 54.628
Marihuana Microbusiness- Heavy Manufacturing											S			Section 54.628
Marihuana Processor- Light Manufacturing						S	S	S			S			Section 54.628
Marihuana Processor – Heavy Manufacturing											S			Section 54.628
Marihuana Retailer						S	S	S			S			Section 54.628
Marihuana Safety Compliance Facilities					S	S	S	S			S			Section 54.628
Marihuana Secure Transporters							S	S			S			Section 54.628
Recycling Collection and Transfer Stations									S					
Structures between the shoreline of Lake Superior and the pavement of the nearest public street or highway.									S	S		S		
Wireless Telecommunications Facilities						S	S	S	P	P	P	S	P	Section 54.644 ⁷
Marquette Downtown Waterfront District Form-Based Code (see Section 54.321)														
Third Street Corridor Form-Based Code (see Section 54.322)														

Section 54.307 LDR, Low Density Residential District

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

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

Section 54.308 MDR, Medium Density Residential District

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

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

Section 54.309 MFR, Multiple Family Residential District

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

(D) Dimensional Regulations for 5+ Multiple Family Units			
Lot, Coverage, and Building Height Standards		Minimum Setbacks	
Min. Lot Area (sq. ft.)	15,000 (C)	Front Yard (ft.)	15 (A)
Min. Lot Width (ft.)	100 (D)	Side Yard (one) (ft.)	15 (H) , (L) , (M)
Max. Impervious Surface Coverage (%)	(S)	Side Yard (total of 2) (ft.)	30 (H) , (L) , (M)
Max. Building Height of Primary Building (ft.) (P)	44 (M & N)	Rear Yard (ft.)	30 (H) , (L) , (M)
Max. Building Height of Accessory Building	(L)		
Max. Building Height (stories)	-		
Max. Lot Coverage/ Ground Coverage	0.20		

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

(E) Dimensional Regulations for 1-4 Dwelling Units and other uses identified in Section 54.309			
Lot, Coverage, and Building Height Standards		Minimum Setbacks	
Min. Lot Area (sq. ft.)	9,000 (E)	Front Yard (ft.)	15 (A)
Min. Lot Width (ft.)	75 (E)	Side Yard (one) (ft.)	10 (H) , (L) , (M)
Max. Impervious Surface Coverage (%)	(R or S)	Side Yard (total of 2) (ft.)	20 (H) , (L) , (M)
Max. Building Height of Primary Building (ft.) (P)	44 (M & N)	Rear Yard (ft.)	30 (H) , (L) , (M)
Max. Building Height of Accessory Building	(L)		
Max. Building Height (stories)	-		
Max. Lot Coverage/ Ground Coverage	0.20		

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

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

Section 54.310 MHP, Mobile Home Park District

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

Section 54.311 M-U, Mixed-Use District

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

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

Section 54.312 CBD, Central Business District

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

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

Section 54.313 GC, General Commercial District

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

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

Section 54.314 RC, Regional Commercial District

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

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

Section 54.315 M, Municipal District

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

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

Section 54.316 C, Civic District

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

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

Section 54.317 IM, Industrial/Manufacturing District

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

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

Section 54.318 CR, Conservation and Recreation District

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

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

Section 54.319 BLP, Board of Light and Power District

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

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

Section 54.321 Marquette Downtown Waterfront District Form-Based Code

(B) The Downtown Waterfront District Regulating Plan.

- (2) **Rules for New Development.** New development in the Downtown Waterfront District shall integrate street (roadway) design and land development to create a complementary and connected pattern for growth and development. The rules below will establish/create a compact, mixed-use district and provide flexible opportunities for residential, employment, commerce, and recreational uses.

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

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

(b) Buildings

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

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

(d) Parking

(iii) Achieving Parking:

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

(C) Building Form Standards.

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

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

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

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

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

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

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

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

Figure 10. Downtown Marquette Waterfront District Table of Permitted and Special Uses**Key: P=Permitted****S=Special Land Use****[blank]=Use Not Permitted**

USE	G3	G5	NL	WWZ	WF	F5
A. RESIDENTIAL						
Dwelling Units (see Article 6)	P	P	P	P	P	P
Bed and Breakfasts (see Section 54.603)	P	P	P	P	P	P
Bed and Breakfast Inns (see Section 54.604)	P	P	P	P	P	P
Adult Foster Care Family Home	P	P	P	P	P	P
Family Day Care Homes	P	P	P	P	P	P
Foster Family Homes	P	P	P	P	P	P
Domestic Violence Shelter (see Section 54.610)	P	P	P	P	P	P
Homestays (see Section 54.624)	P	P	P	P	P	P
Vacation Home Rentals (see Section 54.624)	P	P	P	P	P	P
Home Office (see Section 54.622)	P	P	P	P	P	P
Home Occupation (see Section 54.621)	P	P	P	P	P	P
Group Day Care Home (Section 54.608)	S	S	S	S	S	S
Foster Family Group Home	S	S	S	S	S	S
Halfway House (Section 54.620)	S	S	S	S	S	S
Homeless Shelter (Section 54.623)	S	S	S	S	S	S
B. RETAIL						
Retail Service	P	P		P	P	P
Retail Specialty	P	P		P	P	P
Retail Trade	P	P		P	P	P
C. CIVIC						
Community uses open to the public including: meeting halls; libraries; schools; police and fire stations; post offices (retail operations only, no primary distribution facilities); places of worship; museums; cultural, visual and performing art centers; and government functions open to the public.	P	P		P	P	P
D. COMMERCE						
Executive, Administrative, and Professional Offices (See Section 54.633)	P	P		P	P	P
Medical and Dental Offices, and Clinics (See Section 54.633)	P	P		P	P	P
Day Care Centers (See Section 54.609)	P	P		P	P	P
On-premise Alcohol Sales	P	P		P	P	P
Outdoor Alcoholic Beverage Service (See Section 54.636)	P	P		P	P	P
Outdoor Food and Non-Alcoholic Beverage Service (See Section 54.637)	P	P		P	P	P
All of the Civic Use Categories Except Passenger Terminals	P	P		P	P	P
All of the Retail Use Categories	P	P		P	P	P
Parking Facilities and Structures, including a parking lot attendant shelter.	P	P		P	P	P
E. LIGHT INDUSTRIAL						
Light Manufacturing (See Section 54.627)	P	P		P	P	P
Waterfront Related Repair and Maintenance	P	P		P	P	P
Mooring and Docking of Boats	P	P		P	P	P
Winter Storage of Watercraft Between the Dates of October 1st and May 30th	P	P		P	P	P
F. OTHER						
Wireless Telecommunications Facilities (See Section 54.647)	S	S		S	S	S
Outdoor Entertainment and Community Events (See Section 54.635)	S P	S P		S	S	S
Recreation Use, Public	S	S		S	S	S
Marihuana Microbusiness – Light Manufacturing (See Section 54.628)	S	S		S	S	S
Marihuana Retailer (See Section 54.628)	S	S		S	S	S
Marihuana Processor – Light Manufacturing (See Section 54.628)	S	S		S	S	S
Marihuana Safety Compliance Facility (See Section 54.628)	S	S		S	S	S
Marihuana Designated Consumption Establishment (See Section 54.628)	S	S				

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

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

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

Section 54.322 Third Street Corridor District Form-Based Code

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

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

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

(d) Parking and access:

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

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

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

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

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

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

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

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

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

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

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

~~a.~~ Building Placement

~~b.~~ Building Specifications

~~c.~~ Building Use

~~d.~~ Parking Standards

~~e.~~ Fencing Standards

~~f.~~ Landscape Standards

~~g.~~ Signage Standards

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

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

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

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

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

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

(4) Fencing Standards.

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

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

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

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

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

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

(3) Building Specifications: Frontage Requirements

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

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

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

(a) Façade Standards:

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

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

(d) General to all sub-districts:

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

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

USE	T4	T5	USE	T4	T5
A. RESIDENTIAL			E. INSTITUTIONAL		
Mixed-use building	P	P	Conference center		P
Multi-family dwelling (Section 54.616)	P	P	Live theater	S	P
Live-work unit (Section 54.615)	P	P	Movie theater	S	P
Two-family dwelling (Sections 54.613 & 54.403(C & D))	P	P	Museum	P	P
Townhouse	P	P	Religious assembly (Section 54.640)	P	P
Mixed-use building	P	P	F. AUTOMOTIVE		
Multi-family dwelling (Sections 54.616 & 54.403(E))	P	P	Gasoline	P	P
Live-work unit (Section 54.615)	P	P	Service	P	P
Two-family dwelling (Section 54.613)	P	P	Sales	P	P
Townhouse	P	P	Truck maintenance (Section 54.627)		
Single-family dwelling (Section 54.617)	P	P	Drive-through facility (Section 54.611)	P	P
Group day care home (Section 54.608)	S	S	G. CIVIL SUPPORT		
Foster family home	S	S	Funeral home	P	P
Halfway house (Section 54.620)	S	S	Hospital (Section 54.625)		S
Home occupation (Section 54.621)	P	P	Medical clinic	P	P
Home office (Section 54.622)	P	P	Veterinary clinic	P	P
Dwelling, Intentional Community (Section 54.614)	S	S	Pet boarding facility	S	S
Family Day Care Home	P	P	Cemetery (Section 54.606)	S	S
Adult Foster Care Family Home	P	P	Public or Governmental Building	P	P
Domestic Violence Shelter (Section 54.610)	S	S	Recreational Use, Public	S	S
B. LODGING			H. EDUCATION		
Hotel or Motel	S	P	High school	S	S
Bed & Breakfast Inn (up to 12 rooms) (Section 54.604)	P	P	Elementary school	P	P
Bed & Breakfast (up to 6 rooms) (Section 54.603)	P	P	Day care center	P	P
Rooming Houses (Section 54.6423)	S	S	I. INDUSTRIAL		
Hospital Hospitality Houses (Section 54.626)	S	S	Heavy industrial facility (Section 54.627)		
Homestays and Vacation Home Rentals (Section 54.624)	P	P	Light industrial facility (Section 54.627)	S	S
C. OFFICE			Laboratory facility	S	S
Office building (Section 54.633)	P	P	Warehouse	S	S
Mixed-use building	P	P	Mini-storage		S
Live-work unit (Section 54.615)	P	P	Marihuana Safety Compliance Facility (Section 54.628)	S	S
D. RETAIL			J. OTHER USES		
Outdoor Entertainment and Community Events(Temporary Use) (Section 54.635(B))	P	P	Accessory Building or Structure (See Figure 1-4 , Figure 1-5 , and ,as applicable, Section 54.705)	P	P
Outdoor Entertainment and Community Events (Accessory or Principal Use) (Section 54.635(C) or (D))	S	S	Accessory Use, Non-Single Family Residential Lots	S	S
Retail building	P	P	Accessory Use, Single-Family Residential Lots	P	P
Gallery	P	P	Commercial Service Establishment	P	P
Restaurant, Indoor Service and with or without Outdoor Food and Non-Alcoholic Beverage Service (Section 54.637)	P	P	Food Production, Minor	P	P
Restaurant, with Outdoor Food and Alcoholic Beverage Service (Section 54.636)	S	S	Outdoor Recreation	P	P
Mixed-use building	P	P	Wireless Telecom Facilities (Section 54.6447)	S	S
Open/outdoor market building	P	P			
Retail Sales, Outdoor Temporary (Section 54.638)	P	P			
Indoor Recreation	P	P			
Farmers' Markets (Section 54.618)	P	P			
Kiosk	P	P			
Push cart	P	P			
Marihuana Retailer (Section 54.628)	S	S		Permitted Use	P
				Special Land Use	S

(8) Parking Location and Access.

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

Article 4 Schedule of Regulations

Section 54.402 Schedule of Regulations

Zoning District	Minimum Lot Dimensions		Minimum Setback Requirements <u>(T)</u>				Maximum Height of Structures <u>(P)</u>		Maximum Impervious Surface Coverage of the Lot
	Size (sq. ft.)	Width (feet)	Front Yard (feet)	Side Yards (feet)		Rear Yard (feet)	Primary Building (feet)	Accessory Building (feet)	
LDR, Low Density Residential	8,100	60	20, <u>(B)</u>	10 <u>(L)</u>	20 <u>(L)</u>	30 <u>(L)</u>	31.5	<u>(L)</u>	<u>(R)</u>
MDR, Medium Density Residential	4,500 <u>(C)</u>	37.5 <u>(D)</u>	15 <u>(A)</u> , <u>(B)</u>	5 <u>(L)</u>	13 <u>(L)</u>	20 <u>(L)</u>	31.5	<u>(L)</u>	<u>(R)</u>
MFR, Multi-Family Residential <u>(J, K)</u> 5+ Multiple Family Units	15,000 <u>(C)</u>	100 <u>(D)</u>	15 <u>(A)</u>	15 <u>(H)</u> , <u>(L)</u> , <u>(M)</u>	30 <u>(H)</u> , <u>(L)</u> , <u>(M)</u>	30 <u>(H)</u> , <u>(L)</u> , <u>(M)</u>	44 <u>(M)(N)</u> 36.5	<u>(L)</u>	<u>(R or S)</u>
MFR, 1-4 Units and other uses identified in 54.309 <u>(K)</u>	9,000 <u>(E)</u>	75 <u>(E)</u>	15 <u>(A)</u>	10 <u>(H)</u> , <u>(L)</u> , <u>(M)</u>	20 <u>(H)</u> , <u>(L)</u> , <u>(M)</u>	30 <u>(H)</u> , <u>(L)</u> , <u>(M)</u>			
MHP, Mobile Home District	See Section 54.630								
M-U, Mixed-Use	4,800 <u>(C)(E)</u>	40 <u>(D)(E)</u>	0 <u>(E)</u> , <u>(F)</u> , <u>(G)</u>	5 <u>(J)</u> , <u>(L)</u> , <u>(N)</u>	13 <u>(J)</u> , <u>(L)</u> , <u>(N)</u>	20 <u>(J)</u> , <u>(L)</u> , <u>(N)</u>	44 <u>(N)</u>	<u>(L)</u>	<u>(R or S)</u>
CBD, Central Business District	None	None	0	5 <u>(J)</u>	10 <u>(J)</u>	10 <u>(J)</u>	60	18	<u>(R or S)</u>
GC, General Commercial	None	None	0 <u>(F)</u> , <u>(G)</u>	15 <u>(J)</u>	30 <u>(J)</u>	20	40	18	<u>(S)</u>
RC, Regional Commercial	None	None	30	15	30	20	40	18	<u>(S)</u>
M, Municipal	None	None	None	None	None	None	None	None	<u>(S)</u>
C, Civic	None	None	None	5	10	20	60	24	<u>(S)</u>
IM, Industrial/Manufacturing	None	None	40	20	40	40	80 <u>(Q)</u>	60 <u>(Q)</u>	<u>(S)</u>
CR, Conservation/Recreation	None	None	15	50	100	20 <u>(Q)</u>	36.5	18	<u>(S)</u>
BLP, Board of Light and Power	None	None	40	20	40	40	None	None	<u>(S)</u>
Marquette Downtown Waterfront District Form-Based Code (see Section 54.321)									
Third Street Corridor Form-Based Code (see Section 54.322)									

Section 54.403 Footnotes to Schedule of Regulations

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

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

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

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

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

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

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

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

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

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

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

(O P) Height Exemptions. There shall be no height restriction on chimneys, flagpoles, public monuments, and wireless telecommunications facilities except when they are part of a special land use. Items attached to a building such as chimneys, weather vanes, lightning arrestors, etc. may be exempt as well.

Article 5 Supplemental Zoning District Standards

Section 54.503 Condominium Developments

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

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

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

Article 6 Standards Applicable to Specific Land Uses

Section 54.603 Bed and Breakfast Home

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

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

Section 54.604 Bed and Breakfast Inn

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

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

Section 54.611 Drive-Through Uses

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

Section 54.612 Dwelling, Accessory Unit

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

(H) Attachment Options. The ADU may be attached to the single-family dwelling ~~or~~ and constructed on the second any story of a conforming detached accessory building on the site, including the basement level. If the ADU is attached to the single-family dwelling, the ADU may be located within the existing footprint or added to the existing footprint, provided all of the requirements of this Ordinance are met.

Section 54.635 Outdoor Entertainment and Community Events

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

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

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

Section 54.636 Outdoor Food and Alcoholic Beverage Service

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

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

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

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

Section 54.637 Outdoor Food and Non-Alcoholic Beverage Service

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

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

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

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

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

Section 54.637~~8~~ Outdoor Temporary Retail Sales

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

but must be removed at the conclusion of the event.

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

Section 54.645 Shooting Range, Indoor

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

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

Section 54.646 Supportive Housing Facility, Permanent and Transitional

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

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

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

Section 54.64~~4~~⁷ Wireless Telecommunications Facilities

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

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

Article 7 General Provisions

Section 54.702 Permitted Encroachments into Required Yard Setbacks

The following features may be located within required yard setbacks to the extent indicated. Unless explicitly permitted, under no circumstances shall any structure or attachment to a structure protrude to within five (5) feet of a right-of-way line and/or rear property line, or closer than three (3) feet to the side yard property line.

(A) Sidewalks and Landscaping. Sidewalks and landscaping may be located in any yard setback.

(B) Architectural Features. Cornices, canopies, eaves, or similar architectural features may project into required yard setback areas to a maximum of two and one-half (2.5) feet from the property line.

(C) Access Ways. Unenclosed stairs, steps, fire escapes, and access ramps may project into yard setbacks, provided that they are set back at least five (5) feet **twelve (12) inches** from the front **lot line**, five (5) feet **from the** rear lot lines, and three (3) feet from the side lot lines; ~~however, front yard setbacks are not required for barrier-free access ramps. Window wells, egress windows, and basement escape ladders required by fire codes may project into required yard setbacks the minimum amount necessary to meet the fire code requirement, with the following exceptions:~~

- (1)** Front yard setbacks are not required for barrier-free access ramps if resident requires ramp access
- (2)** due to a disability and there is not adequate space to locate the ramp elsewhere on the property. When such ramp is no longer required it shall be considered a legal, non-conforming encroachment.
- (3)** Window wells, egress windows, and basement escape ladders required by fire codes may project into required yard setbacks the minimum amount necessary to meet the fire code requirement.
- (4)** Existing step or walls that are located between the front property line and 12 inches into the private property may be maintained but not rebuilt, per Section 54. 1202 of the LDC. If existing steps or walls protrude into the public right-of-way and are in disrepair, a Grant of License to use public property must be sought for approval to conduct rebuilding work to restore the structure to like-new condition.

(D) Unenclosed Balconies, and Open Porches, Decks, and Patios. Unenclosed balconies, ~~and open porches,~~ **decks, and patios** may project into a required yard setback by up to ten (10) feet provided they are at least five (5) feet from the rear lot lines, at least three (3) feet from the side lot lines, and at least five (5) feet from the front lot lines unless a different front yard setback for unenclosed balconies, ~~and open porches,~~ **decks, and patios** is permitted or required by [Article 4](#).

(G) Structural Amenities. A structural amenity, such as outdoor art, paintings, sculpture, fountains and similar water features, benches, arbors, doghouses, playsets, birdfeeders, clotheslines, air conditioners, detached open structures, and similar amenities as determined by the Zoning Administrator may be located a minimum of three (3) feet from a side lot line and a minimum of five (5) feet from a front or rear lot line, subject to the following requirements:

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

Section 54.705 Accessory Buildings and Structures

(A) Accessory Buildings and Structures in the Low Density Residential (LDR) District, Medium Density Residential (MDR) District, and Mixed-Use (M-U) District.

- (1) **Attached Accessory Buildings and Structures.** Where the accessory building or structure is structurally attached to a main building, it shall be subject to, and must conform to, all yard regulations of this Ordinance, applicable to main building.
- (2) **Location.** Detached accessory buildings or structures shall not be located in any required yard setback except as permitted in [Section 54.705\(A\)\(4\)](#).
- (3) **Maximum Lot Coverage.** Detached accessory buildings or structures shall not occupy more than twenty-five percent (25%) of a rear yard area, provided that in no instance shall the total ground floor area of the detached accessory buildings exceed the ground floor area of the main building and provided the impervious surface coverage limits of the lot (see [Article 4](#)) are not exceeded.
- (4) **Separation and Setback Distances.** No permanent accessory building or structure shall be located in a minimum front yard setback. No detached accessory building shall be located closer than five (5) feet to any main building nor closer than three (3) feet from a side or rear lot line, except swimming pools, which are regulated in [Section 54.707](#). Non-building accessory structures (e.g., fences and steps) or open buildings (i.e., a shelter without walls including an open lean-to or open carports) are not subject to the minimum separation distance requirements unless a minimum separation distance is required by the Building Official.
- (5) **Maximum Height.** Unless otherwise stated in this Ordinance, no attached or detached accessory building or structure in a the LDR, MDR, and M-U Districts shall exceed sixteen and one-half (16.5) feet in height. The height of Accessory Dwelling Units must comply with [Section 54.612](#).

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

- (1) **Detached Accessory Buildings and Structures.**
 - (a) **Maximum Height.** No detached accessory building or structure may exceed 16.5 feet in height.
 - (b) **Minimum Side and Rear Yard Setbacks.** Detached accessory buildings or structure shall be located at least ten (10) feet from the side and rear property lines.
 - (c) **Front Yard Location Prohibited.** No detached accessory building or structure shall be located in a front yard.
 - (d) **Maximum Lot Coverage.** Detached accessory buildings or structures shall not occupy more than twenty-five percent (25%) of a rear yard area, provided that in no instance shall the total ground floor area of the detached accessory buildings exceed the ground floor area of the main building and provided the impervious surface coverage limits of the lot (see [Article 4](#)) are not exceeded.
 - (e) **Separation and Setback Distances.** No detached accessory building or structure shall be located closer than five (5) feet to any main building. Non-building accessory structures (e.g., fences and steps) or open buildings (i.e., a shelter without walls including an open lean-to or open carports) are not subject to the minimum separation distance requirements unless a minimum separation distance is required by the Building Official.
- (2) **Attached Accessory Buildings and Structures.** Attached accessory building or structures shall meet the yard requirements of the Schedule of Regulations ([Article 4](#)).

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

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

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

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

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

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

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

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

Section 54.706 Fences and Walls

(C) Requirements by Zoning District:

(1) LDR, MDR, and MFR Districts.

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

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

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

(2) for required retaining walls.

(2) M-U and CBD Districts.

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

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

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

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

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

(E) Special Purpose Fences.

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

Article 9 Parking, Loading, and Access Management

Section 54.901 Intent

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

Section 54.902 Parking Regulations

(E) Parking Standards Applicable to Specific Zoning Districts.

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

(c) **Maximum Rear Yard Paving.** In the LDR and MDR districts, no more than 25% of the rear yard may be paved **(including but not limited to asphalt or concrete, but with the exception of compacted gravel)** for parking provided the impervious surface coverage limits of the lot (see [Article 4](#)) are not exceeded.

(d) **“Front Area” Parking Limitations.** Parking in the front area is permitted only on an approved hard surface parking space and/or driveway, or in a garage (see definition of “Hard Parking Surface” in [Section 54.202\(A\)\(91\)](#)). Parking spaces in the front yard area must be at least two (2) feet from the side lot line, at least two (2) feet from the inside edge of a sidewalk, and at least ten (10) feet from the edge of an established street. The encroaching driveways and parking spaces must be drained so as to dispose of all surface water accumulated in such a way as to preclude drainage of water onto adjacent property or toward adjacent buildings. **New or expanded** driveways must be separated from the side lot line by a minimum of 12 inches of **pervious unpaved land surface (including but not limited to uncompacted pea gravel, cobbles, grass, etc.)** to ensure a **pervious** buffer between driveways and the adjacent lot line, **with the exception of the presence of a retaining wall along the subject lot line or other such difficulty.** The Zoning Administrator may permit parking in a front area during the winter parking ban period for single-family or duplex dwelling units upon request for a Front Yard Parking Waiver for a limited time when the site cannot be altered without causing a hardship on the property owner, or indefinitely in rare cases that the site cannot be reasonably altered to create one (1) additional parking space or a widened driveway. Self-created difficulties, such as adding renters and vehicles, are not applicable to the consideration for a Front Yard Parking Waiver.

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

Section 54.903 Minimum/Maximum Number of Parking Spaces

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

Land Use	Minimum/ <u>Maximum</u> Parking Requirement
(A) Residential and Lodging	
(1) Single-Family and Two-Family units	Two (2) spaces per dwelling unit, except the M-U and CBD zoning districts require 1.125 spaces per dwelling unit. For parking spaces provided for residential dwelling units off-site, one (1) space per dwelling unit may be permitted off-site if proof of a lease arrangement for long-term parking is provided to the City with the application.
(2) Multiple-Family units with 3 or 4 dwelling units	One and a half (1.5) spaces per dwelling unit, except the M-U and CBD zoning districts require 1.125 spaces per dwelling unit.
(3) Multiple-Family units with 5 dwelling units, except subsidized (below market rate) and senior housing.	1.125 spaces per dwelling unit, except the M-U and CBD zoning districts require 1 space per dwelling unit.
(4) Multiple-Family units with 20 or more dwelling units, subsidized housing units (including Section 8 and other programs)	One <u>Two (2) spaces</u> per each dwelling unit with more than one bedroom; <u>one (1) parking space must be provided for each one-bedroom dwelling unit. 2 motor vehicle parking spaces per dwelling unit is the maximum allowed.</u>
(5) Attached housing exclusively for senior citizens that is not congregate care.	One-half space per dwelling unit plus one space per employee on peak shift.
(6) Hotels and Motels	1 space per rental unit, plus 1 space per employee on peak shift. <u>A hotel or motel may provide parking spaces and power hookups for recreational vehicles (RVs). The maximum number of spaces for RVs shall be ten (10) percent of the number of rental units/rooms.</u>
(F) Industrial/Wholesaling/Warehousing	
(1) Production or Processing of Materials, Goods, or Products	One (1) space per 1,000 <u>1,500</u> square feet of floor area plus one (1) space per 10,000 square feet of site area.

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

Section 54.905 Parking Layout, Design, Construction, and Maintenance

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

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

Article 11 Signs

Section 54.1103 Definitions

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

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

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

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

(C) Sign Definitions, General.

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

Section 54.1107 Exempt Signs Permitted in All Zoning Districts

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

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

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

Section 54.1109 General Sign Standards

(E) Awning, Canopy, and Marquee Signs:

(1) **Minimum Height.** Awnings, canopies, and marquees, and signs attached to them, shall not be placed less than ~~ten~~ eight (10 8) feet above a public sidewalk or right-of-way, with the exception of the replacement of legally non-conforming historic signs (per the definition of historic sign in 54.1103).

Article 14 Administrative Procedures

Section 54.1402 Site Plan Review

(B) **Uses Subject to Site Plan Review, Minor/Administrative Site Plan Review, and Exemptions.** The required review process for uses and development is described in [Figure 4951](#). All uses and development, regardless of whether site plan review is required, are subject to the Zoning Compliance review requirements of [Section 54.1401](#). The Zoning Administrator may administratively approve or conditionally approve minor site plans as described in [Figure 4951](#) and [Section 54.1402\(D\)\(1\)](#). All other site plans must be reviewed by the Planning Commission. Three levels of Site Plan Review are conducted by the Planning Commission – Sketch Plan Review, Preliminary Site Plan Review (PSPR), and Final Site Plan Review (FSPR).

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

Figure 4951. Required Review Process Based on Development Activity

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

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

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

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

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

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

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

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

(4) Preliminary Site Plan Review.

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

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

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

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

(5) Final Site Plan Review

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

(F) Validity of Approved Site Plans and Expiration.

(1) Approval, including Conditions, Attached to the Property. Approval of a site plan, including conditions made as part of the approval, is attached to the property described as part of the application and not to the owner of such property.

(2) Validity of Approved Site Plans.

(a) Extension. The Planning Commission may grant two (2) one-time extensions to the expiration deadline, not to exceed one (1) year each, provided the request for an extension must be submitted at least 45 days prior to the expiration of the site plan approval and must meet the following standards. The Zoning Administrator may similarly grant extensions of administratively approved site plans.

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

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

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

Section 54.1403 Special Land Use Review

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

ORDINANCE #713

AN ORDINANCE TO AMEND MARQUETTE CITY CODE CHAPTER 54 – LAND DEVELOPMENT CODE, ARTICLE 11 – SIGNS

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

SECTION 1. Article 11 – Signs

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

Article 11 Signs

Section 54.1107 Exempt Signs Permitted in All Zoning Districts

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

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

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

Section 54.1109 General Sign Standards

(E) Awning, Canopy, and Marquee Signs:

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

SECTION 2. Publication

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

Jennifer A. Smith, Mayor

Kyle Whitney, Clerk

Adopted: _____

Published: _____

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 8/8/2022

Consent Agenda

Approve the minutes of the July 25, 2022 regular Commission meeting

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ July 25 minutes



City of Marquette, MI

300 West Baraga Ave
Marquette, Michigan 49855

Meeting Minutes City Commission

Monday, July 25, 2022

6:00 PM

Commission Chambers

Call to Order, Pledge of Allegiance and Roll Call

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

Approval of the Agenda

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

Announcements

Mayor Smith had no announcements.

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

Mary Lou Blomquist spoke on behalf of the Marquette Area Sister Cities Partnership. She said there will be a reception at the Peter White Public Library on August 6, and the group will be hosting the Consulate-General of Japan in Detroit, who will be in town. She shared the history of the sister cities partnership, focusing on the relationship with Higashiomi, Japan.

Presentation(s)

1. Recognition of Appreciation - Donald Fassbender

Mayor Smith presented a certificate of appreciation to Don Fassbender - Diver Don - and thanked him for his volunteer efforts to clean up the harbor in recent years.

The Commission echoed this praise with Commissioner Stonehouse talking about the global importance of Lake Superior and of keeping it clean. He said that there are many state and federal agencies working to maintain the lake, but that there are several non-profits making huge contributions.

Commissioner Davis said she loves unintentional heroes, and said Mr. Fassbender has combined his talents and interests to make a major impact locally.

2. Consent Agenda - Roll Call Vote

Commissioner Jessica Hanley moved to Approve approve the Consent Agenda as

presented, seconded by Commissioner Evan Bonsall and Carried Unanimously by Roll Call Vote.

2.a. Approve the minutes of the July 11, 2022 regular Commission meeting

2.b. Approve the total bills payable in the amount of \$1,664,404.25

2.c. Application for License to Use City Property Adjacent to 616 Mesnard Street

2.d. Festival of Sail - Special Event Permit

2.e. Great Lakes Scuba Diving and Lake Preservation Non-Profit Status - Roll Call Vote

2.f. Letter of Sympathy – Prime Minister of Japan Shinzo Abe

2.g. United Way Non-Profit Status - Roll Call Vote

2.h. Wastewater Plant Fire Alarm Contract/Change Order #1

New Business

3. City Manager and City Attorney Performance Evaluation Process

Commissioner Jessica Hanley moved to Authorize the Mayor's appointment of three Commissioners to serve on a committee to review and compile the City Manager's and City Attorney's performance evaluations and to make a recommendation regarding future terms of employment and compensation, seconded by Mayor Pro Tem Cody Mayer and Carried Unanimously.

Mayor Smith appointed Commissioners Bonsall, Davis and Stonehouse to sit on this committee.

4. YMCA Facility Use Agreement

Commissioner Sally Davis moved to Approve the YMCA Facility Use Agreement, and direct the Mayor and Clerk to sign, seconded by Commissioner Evan Bonsall and Carried Unanimously.

5. Marquette Township PA 425 Agreement

Commissioner Jenn Hill moved to Authorize the City Manager to negotiate a PA 425 agreement with Marquette Township for the Longyear housing development on Forestville Road, seconded by Commissioner Fred Stonehouse. Discussion ensued, with Commissioners and staff discussing the semantics of a 425 agreement, as well as the details of this particular development.

The Commission then voted on the motion, which Carried Unanimously.

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

There were no public comments at this point.

Comments from the Commission

Commissioner Bonsall had no comments.

Commissioner Davis had no comments.

Commissioner Hanley said everyone should go to Blueberry Fest on Friday and Art on the Rocks this weekend.

Mayor Pro Tem Mayer congratulated Community Development Director Dennis Stachewicz on receiving the Planning Champion Award from the Michigan Chapter of the American Planning Association.

Commissioner Hill praised the recent Hiawatha Music Festival and reminded people that the Primary Election is coming up on Tuesday, August 2.

Commissioner Stonehouse praised local author Sonny Longtine on his recent book, Marquette - A Waterfront Renaissance. He said this history is key, and that in order to understand where you are, you need to understand where you were.

Mayor Smith said Hiawatha was fantastic. She urged residents to be extra kind to service industry workers who are working throughout the summer. She said she and two commissioners met recently with representatives from the NMU Board of Trustees. She said this meeting represented positive collaboration with NMU and bodes well for the future.

Comments from the City Manager

City Manager Karen Kovacs congratulated Dennis Stachewicz on receiving the Planning Champion Award and read a quote praising his work from Jim Tischler, of Michigan's Land Bank Authority. She complimented Dennis' work ethic and achievements with the City.

Adjournment

Mayor Smith adjourned the meeting at 6:40 p.m.

Jennifer A. Smith, Mayor

Kyle Whitney, City Clerk

If you require assistance to participate in any meeting, program or activity offered by the City of Marquette, 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: 8/8/2022

Consent Agenda **Detention Basin Maintenance**

BACKGROUND:

The City of Marquette Public Works Department routinely maintains the stormwater system in the City, and the stormwater detention basins located in the City are part of that system. Detention basins fail by design if they are working properly. As the stormwater flows through the basin, the particles settle out in the basin and once enough sediment builds up, the sediment must be removed as part of routine maintenance. The detention basin located at the corner of McClellan Avenue and Fair Avenue is currently in need of having sediment removed.

The Public Works Department does not own a long reach excavator needed to remove the sediment, and staff has requested quotes for the work. Staff has reviewed the only quote received, and feel it is reasonable.

FISCAL EFFECT:

Adequate funding is available in the stormwater maintenance budget to complete the work.

RECOMMENDATION:

Accept the quote in the amount of \$14,705 at the unit prices quoted from Associated Constructors, LLC of Marquette, Michigan being the only qualified quote received.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Associated Constructors Quote

ASSOCIATED CONSTRUCTORS, LLC

14 Industrial Park Drive

Negaunee, MI 49866

PHONE: (906) 226-6504

FAX: (906) 226-6503

Chad

Here is a break down of what we talked about yesterday

6 loads of Blast Rock	1650.00
4 hours for a dozer	600.00
3 days dredging	6000.00
22 loads to truck out	4455.00
Mob and Demob	2000.00
Total	14,705.00

Pete O'Dovero
Associated constructors

**** if material is too wet to haul full loads the total loads to truck out would increase and incur additional cost of \$202.50 per load****



City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 8/8/2022

Consent Agenda

Letter to Michigan Attorney General- Former Hospital Redevelopment

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Letter

August 8, 2022

The Honorable Dana Nessel
Attorney General of the State of Michigan
525 W. Ottawa St.
Lansing, MI 48909



Dear Attorney General Nessel,

On behalf of the Marquette City Commission, this letter is in response to the concerns expressed by Representative Sara Cambensy in her communication to your office dated July 28, 2022, regarding the proposed redevelopment of the former Marquette General Hospital.

The demolition of the buildings and redevelopment of the site has been a standing strategic priority for the City. The City of Marquette has engaged in an extensive public process to draft, seek public input, and approve an Act 381 Brownfield Plan in order to reimburse demolition and public infrastructure costs related to the preparation of the site for redevelopment. This has occurred over the course of multiple public regular and special City Commission meetings, with additional oversight provided by a special sub-committee of the City Commission. Additionally, the City has pursued blight elimination dollars from the Michigan Economic Development Corporation under the Community Development Block Grant program to reduce the length of State and Local tax capture under the Act 381 plan, a goal further supported by the State appropriation of blight elimination funds in the 2023 budget.

The public-private partnership from local and state governments and the Northern Michigan University Foundation has enabled this project to move forward. However, any prolonged delay could interfere with efforts to obtain funding necessary to start the project. We are confident in the transparency and due diligence that has been brought to this project through public processes and encourage your office to conduct a fair and speedy review of the spurious assertions that have been made.

Therefore, the Marquette City Commission states their strong continued support for the use of State and Local funding for the demolition of the former Marquette General Hospital.

Sincerely,

Jennifer A. Smith, Mayor
City of Marquette

CC: Governor Gretchen Whitmer
Senator Ed McBroom
Representative Sara Cambensy

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 8/8/2022

Consent Agenda

Marquette Outdoors - Tourist Park Kayak Rental Lease

BACKGROUND:

Marquette Outdoors, LLC of Hancock, Michigan, has requested the City Commission consider leasing 60 square feet of space at Tourist Park Day-Use Area, for a storage rack of kayaks. Marquette Outdoors would rent the kayaks to campers and visitors in exchange 1% of their gross revenues. The term of the lease is from July 25, 2022 through October 31, 2022 and May 1, 2023 through October 31, 2023.

The Parks and Recreation Advisory Board recommended approval of the lease after reviewing the proposal. This is the first read of the lease.

FISCAL EFFECT:

Tourist Park Enterprise Fund would receive 1% of Marquette Outdoors' gross revenue.

RECOMMENDATION:

Move the lease of 60 square feet of space at Tourist Park Day-Use Area with Marquette Outdoors, LLC for the purpose of kayak storage and rental, to the next regular meeting.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Lease, Exhibit A and Insurance

LEASE AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____ 2022, by and between **THE CITY OF MARQUETTE**, a Michigan municipal corporation, of 300 W. Baraga Avenue, Marquette, Michigan 49855, hereinafter "LESSOR", and **MARQUETTE OUTDOORS, LLC**, a Michigan limited liability company, with a mailing address of 840 Pine Street, Hancock, Michigan 49930, hereinafter "LESSEE".

Recitals

- A. Lessor is the owner of the real property and beachfront located at 2145 Sugar Loaf Avenue (Tourist Park Beach) in the City of Marquette.
- B. Lessee desires to lease and Lessor is willing to lease to Lessee a section of beach as shown in Exhibit "A" located on Lessor's real property in accordance with the terms and conditions contained herein.

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

1. Leased Premises

- 1.1 Lessor leases to Lessee approximately 60 square feet of space as shown in Exhibit "A", hereinafter "PREMISES".

2. Term of Lease

This lease shall run from July 25, 2022 through October 31, 2022; and May 1, 2023 through October 31, 2023. Prior to Lessee's first day of operations, Lessee will meet with City employees to discuss logistics for the use of the Premises.

3. Rent

The rent shall be one percent (1%) of Lessee's gross revenues from operations at the Premises. Lessee shall pay each rental payment on the first day of each month for the prior month's operations for each month of the lease term. Lessee shall provide Lessor with adequate verification of the rental amount due with each rental payment.

4. Use of Premises

- 4.1 Lessee shall use the Premises only for storage of kayaks and launching and retrieving kayaks from the sandy beach area.
- 4.2 Lessee shall not use the Premises for any purpose that would:
 - a) be deemed hazardous to the public or adjoining premises including, but not necessarily limited to, fire, and environmental type hazards;
 - b) constitute a violation of any public law or requirement;
 - c) cause damage or injury to the Premises, or any part of it (ordinary wear and tear excepted);
 - d) constitute a public or private nuisance;
 - e) interfere with other uses of the Premises; or

- f) permit refuse to accumulate in or around leasehold.
- g) prohibit or restrict public access across and through the Premises.

5. Use of Public Areas by Lessee

Lessee and its invitees shall have the right to use all public areas, subject however to all rules and regulations regarding these areas. Lessee and its invitees shall only use the designated parking area as shown on Exhibit A, or if the designated parking area is full Lessee and its invitees may use any legal parking space adjacent to the Premises. Lessee is permitted to display temporary signage in common areas in accordance with all City ordinances.

6. Non-exclusive Use of Premises

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

7. Maintenance and Repair

- 7.1 Lessee shall be solely responsible for the maintenance and repair of all of Lessee's tangible personal property located or used on the Premises and shall keep them in a safe condition and good repair.
- 7.2 Lessee shall be solely responsible for the construction of any structures necessary for Lessee's use of the Premises. Lessee shall not build any structure unless it meets all zoning requirements, and Lessee shall solely be responsible for all maintenance and repair of any such structure in order to keep it safe for public use and to prevent blight.

8. Insurance and Indemnity

- 8.1 Lessee shall not permit any activity on the Premises which would invalidate or be in conflict with Lessor's insurance policies covering the Premises.
- 8.2 Lessee shall not permit any activity on the Premises which would cause Lessor's rate for the insurance described herein to be increased.
- 8.3 Lessee at its sole expense shall be responsible for insuring its own tangible personal property, equipment, and fixtures from loss from fire and other casualty and shall at all times provide Lessor with a certificate evidencing such coverage.
- 8.4 Lessee at its sole expense shall maintain liability insurance protecting and insuring Lessee and Lessor from all claims for injury or damage to persons or property arising out of the use of the Premises by Lessee, its employees, agents, invitees, and licensees. The amount of the insurance shall be not less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence for accident, bodily injury, or death and not less than One Hundred Thousand and 00/100 Dollars (\$100,000.00) for property damage. Lessee shall at all times provide Lessor with a current copy of said policies with proof of payment of premium thereon. The insurance policies shall bear endorsements to the effect that the insurer agrees to notify Lessor not less than thirty (30) days in advance of any modification or cancellation thereof. Lessor shall be named as an additional insured on all insurance policies required by this lease.
- 8.5 Lessee will indemnify and hold Lessor harmless from and against all loss, cost, expense and liability whatsoever (including Lessor's cost of defending against the foregoing, such cost to include attorneys' fees) resulting or occurring by reason of Lessee's use and occupancy of the Premises.

- 8.6 Lessee at its sole expense shall follow the safety guidelines regarding water sport outfitters as set forth in Exhibit B.

9. Assignment/Subletting

- 9.1 Lessee shall not assign or sublet the Premises or any part thereof without the express prior written consent of the Lessor.
- 9.2 Lessor may freely assign its rights and obligations under this Lease Agreement to any third party pursuant to a Purchase and Sale Agreement, Land Contract or similar instrument.

10. Use of Premises by Lessor

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

11. Covenant of Quiet Enjoyment

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

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

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

13. Default by Lessee

- 13.1 If the Lessee fails to perform any obligation under this agreement within 30 days after receiving written notice of the default from the Lessor; the Lessor may terminate this lease.
- 13.2 In addition to the Lessor's other rights and remedies as stated in this lease, and without waiving any of those rights, if the Lessor deems necessary any repairs that the Lessee is required to make or if the Lessee defaults in the performance of any of its obligations under this lease, the Lessor may make repairs or cure defaults and shall not be responsible to the Lessee for any loss or damage that is caused by that action. The Lessee shall immediately pay to the Lessor, on demand, the Lessor's costs for curing any defaults, as additional rent under this lease.
- 13.3 The rights and remedies of Lessor shall be cumulative as more particularly provided by law or in equity pursuant to the laws of the State of Michigan.

14. Surrender of Leasehold Upon Termination of Lease

If upon termination of the lease, Lessee has failed to remove its kayak rack, Lessor reserves the right to deem it abandoned and shall have the legal right to dispose of same, and costs incurred in disposing of same shall be the financial responsibility of Lessee.

15. Miscellaneous

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

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

CITY OF MARQUETTE

MARQUETTE OUTDOORS, LLC

Jennifer A. Smith, Mayor



By: Nicolas Tuma
Its:

Kyle Whitney, City Clerk

Approved as to Substance:

Karen M. Kovacs, City Manager

Approved as to Form:

Suzanne C. Larsen, City Attorney



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/26/2022

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

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

PRODUCER VAST 300 South Front Street Marquette MI 49855	CONTACT NAME: IBU IBU PHONE (A/C, No, Ext): (906) 228-7500 FAX (A/C, No): (906) 228-5385 E-MAIL ADDRESS: katrinam@vastsolution.com
INSURED Marquette Outdoors, LLC 840 Pine Street Hancock MI 49930	INSURER(S) AFFORDING COVERAGE INSURER A: West Bend Specialty INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 22-23**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y		NEWGLBINDER	07/26/2022	07/26/2023	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000						
	MED EXP (Any one person) \$ excluded						
	PERSONAL & ADV INJURY \$ 1,000,000						
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A				PER STATUTE ☐ OTH-ER ☐
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

Certificate holder is listed as an additional insured on the General Liability.

CERTIFICATE HOLDER**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE



INSURANCE BINDER

DATE (MM/DD/YYYY)

7/26/2022

THIS BINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJECT TO THE CONDITIONS SHOWN ON PAGE 2 OF THIS FORM.

AGENCY VAST 300 South Front Street Marquette MI 49855 PHONE (A/C, No, Ext): (906) 228-7500 FAX (A/C, No): (906) 228-5385 CODE: SUB CODE: AGENCY CUSTOMER ID: 00044383 INSURED AND MAILING ADDRESS Marquette Outdoors, LLC 840 Pine Street Hancock MI 49930		COMPANY West Bend Specialty BINDER # B272607921 DATE EFFECTIVE TIME DATE EXPIRATION TIME 7/26/2022 12:01 X AM 8/25/2022 X 12:01 AM PM NOON THIS BINDER IS ISSUED TO EXTEND COVERAGE IN THE ABOVE NAMED COMPANY PER EXPIRING POLICY #: NEWGLBINDER DESCRIPTION OF OPERATIONS / VEHICLES / PROPERTY (including Location)
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COVERAGES

LIMITS

TYPE OF INSURANCE	COVERAGE / FORMS	DEDUCTIBLE	COINS %	AMOUNT
PROPERTY CAUSES OF LOSS ☐ BASIC ☐ BROAD ☐ SPEC				
GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR	\$500/claim deductible property damage deductible \$2,500/occurrence property damage deductible RETRO DATE FOR CLAIMS MADE:	EACH OCCURRENCE DAMAGE TO RENTED PREMISES MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	\$ \$ \$ \$ \$ \$	1,000,000 100,000 excluded 1,000,000 2,000,000 2,000,000
VEHICLE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS		COMBINED SINGLE LIMIT BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE MEDICAL PAYMENTS PERSONAL INJURY PROT UNINSURED MOTORIST	\$ \$ \$ \$ \$ \$	
VEHICLE PHYSICAL DAMAGE DED ☐ COLLISION ☐ OTHER THAN COL	☐ ALL VEHICLES ☐ SCHEDULED VEHICLES	ACTUAL CASH VALUE STATED AMOUNT	\$ \$	
GARAGE LIABILITY ☐ ANY AUTO		AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EACH ACCIDENT AGGREGATE	\$ \$ \$ \$	
EXCESS LIABILITY ☐ UMBRELLA FORM ☐ OTHER THAN UMBRELLA FORM	RETRO DATE FOR CLAIMS MADE:	EACH OCCURRENCE AGGREGATE SELF-INSURED RETENTION PER STATUTE	\$ \$ \$ \$	
WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY		E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	\$ \$ \$	
SPECIAL CONDITIONS / OTHER COVERAGES		FEES TAXES ESTIMATED TOTAL PREMIUM	\$ \$ \$	

NAME & ADDRESS

City of Marquette 300 W Baraga Ave Marquette, MI 49855	MORTGAGEE	☒ ADDITIONAL INSURED
	LOSS PAYEE	
	LOAN #:	
	AUTHORIZED REPRESENTATIVE IBU IBU/IBU <i>[Signature]</i>	

CONDITIONS

This Company binds the kind(s) of insurance stipulated on page 1 of this form. The Insurance is subject to the terms, conditions and limitations of the policy(ies) in current use by the Company.

This binder may be cancelled by the Insured by surrender of this binder or by written notice to the Company stating when cancellation will be effective. This binder may be cancelled by the Company by notice to the Insured in accordance with the policy conditions. This binder is cancelled when replaced by a policy. If this binder is not replaced by a policy, the Company is entitled to charge a premium for the binder according to the Rules and Rates in use by the Company.

Applicable in Arizona

Binders are effective for no more than ninety (90) days.

Applicable in California

When this form is used to provide insurance in the amount of one million dollars (\$1,000,000) or more, the title of the form is changed from "Insurance Binder" to "Cover Note".

Applicable in Colorado

With respect to binders issued to renters of residential premises, home owners, condo unit owners and mobile home owners, the insurer has thirty (30) business days, commencing from the effective date of coverage, to evaluate the issuance of the insurance policy.

Applicable in Delaware

The mortgagee or Obligor of any mortgage or other instrument given for the purpose of creating a lien on real property shall accept as evidence of insurance a written binder issued by an authorized insurer or its agent if the binder includes or is accompanied by: the name and address of the borrower; the name and address of the lender as loss payee; a description of the insured real property; a provision that the binder may not be canceled within the term of the binder unless the lender and the insured borrower receive written notice of the cancellation at least ten (10) days prior to the cancellation; except in the case of a renewal of a policy subsequent to the closing of the loan, a paid receipt of the full amount of the applicable premium, and the amount of insurance coverage.

Chapter 21 Title 25 Paragraph 2119

Applicable in Florida

Except for Auto Insurance coverage, no notice of cancellation or nonrenewal of a binder is required unless the duration of the binder exceeds 60 days. For auto insurance, the insurer must give 5 days prior notice, unless the binder is replaced by a policy or another binder in the same company.

Applicable in Maryland

The insurer has 45 business days, commencing from the effective date of coverage to confirm eligibility for coverage under the insurance policy.

Applicable in Michigan

The policy may be cancelled at any time at the request of the insured.

Applicable in Nevada

Any person who refuses to accept a binder which provides coverage of less than \$1,000,000.00 when proof is required: (A) Shall be fined not more than \$500.00, and (B) is liable to the party presenting the binder as proof of insurance for actual damages sustained therefrom.

Applicable in Oklahoma

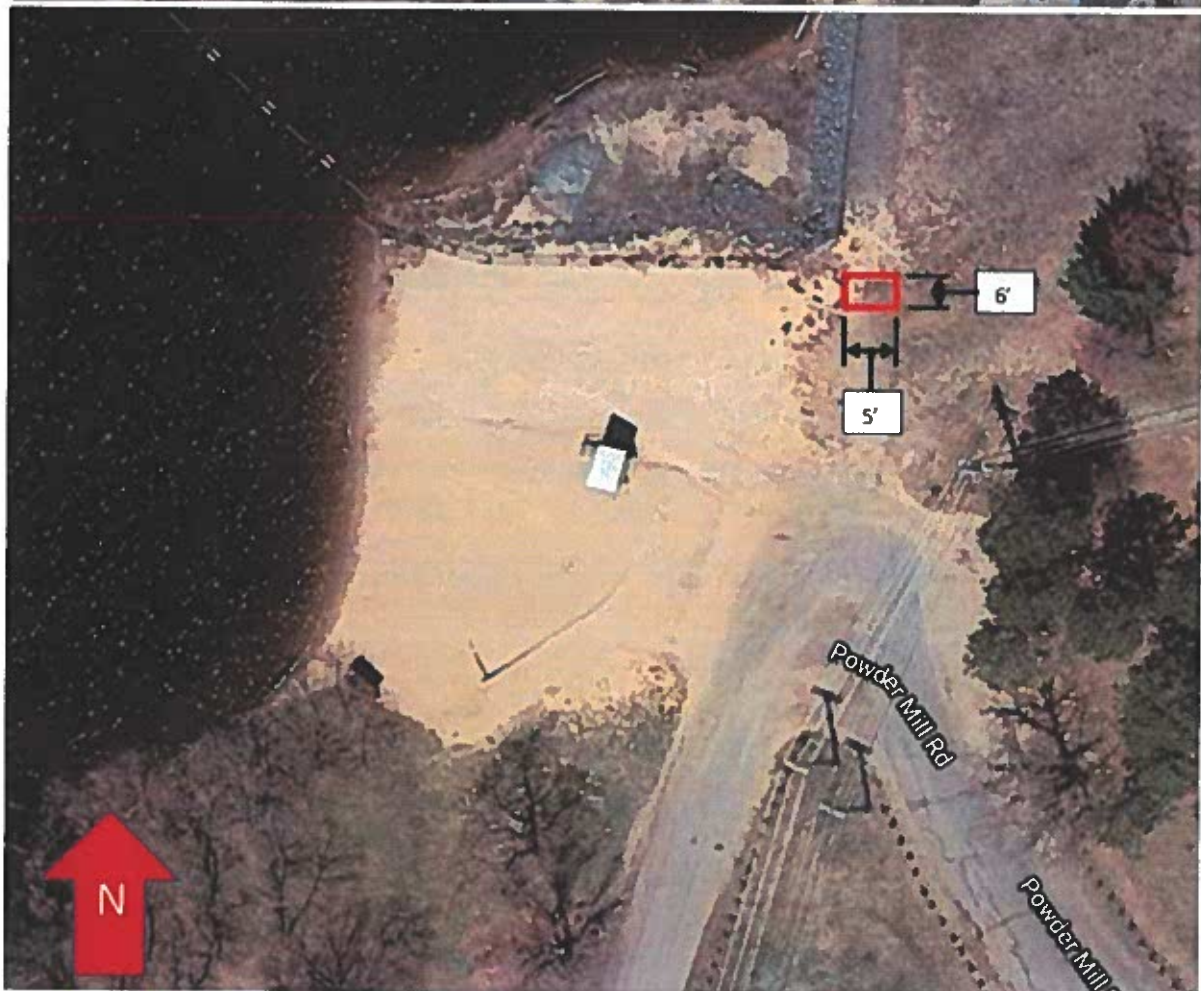
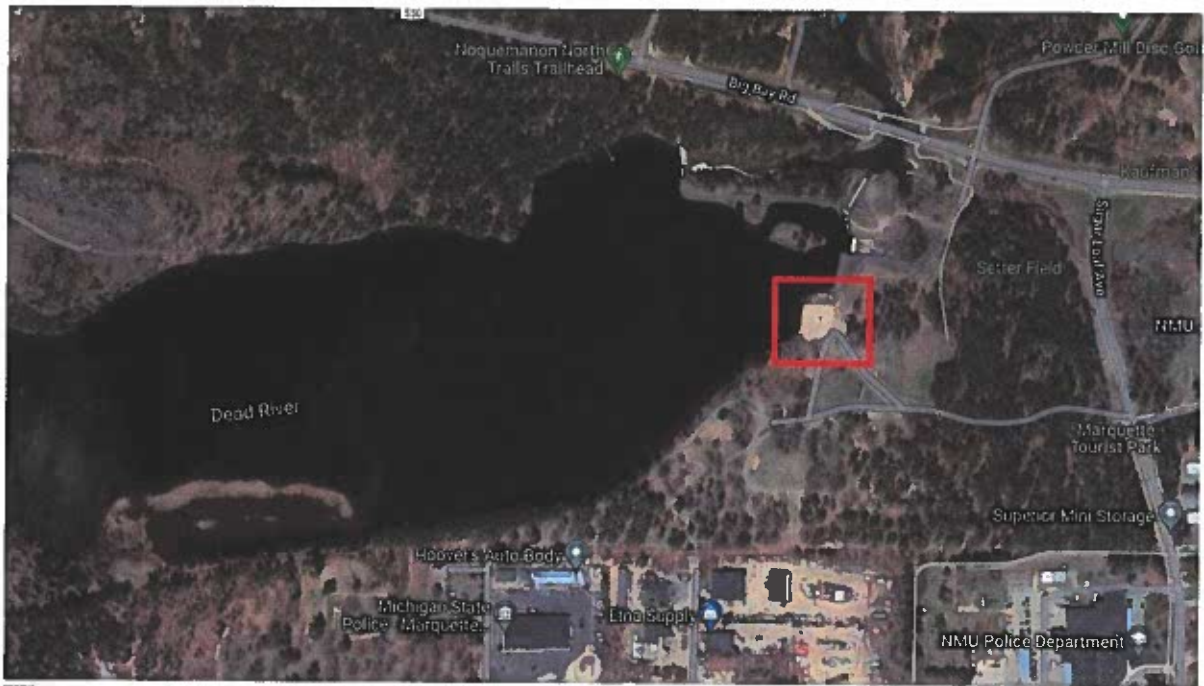
All policies shall expire at 12:01 a.m. standard time on the expiration date stated in the policy.

Applicable in Oregon

Binders are effective for no more than ninety (90) days. A binder extension or renewal beyond such 90 days would require the written approval by the Director of the Department of Consumer and Business Services.

Applicable in the Virgin Islands

This binder is effective for only ninety (90) days. Within thirty (30) days of receipt of this binder, you should request an insurance policy or certificate (if applicable) from your agent and/or insurance company.



City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 8/8/2022

Consent Agenda

Rotary Club of Marquette West - Special Event Permit

BACKGROUND:

The Rotary Club of Marquette West is requesting the City Commission enter into a Special Event Permit for City Parks, Streets, Buildings and Grounds to use Mattson Lower Harbor Park for the purposes of the Harbor Festival on August 26, 2022 until August 27, 2022. Staff has worked with the City Attorney to develop the permit.

FISCAL EFFECT:

The Rotary Club of Marquette West was approved for Promotional Funds credit totaling \$4,000 covering the cost of park rental.

RECOMMENDATION:

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

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Permit
- ▣ Insurance

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

THIS AGREEMENT, made this _____ day of _____, 2022 between CITY OF MARQUETTE, a Municipal Corporation, of 300 W. Baraga Avenue, Marquette, Michigan, 49855, hereinafter referred to as the "CITY", and THE ROTARY CLUB OF MARQUETTE WEST, a member of Rotary International, of P.O. Box 383, Marquette, Michigan 49855, hereinafter referred to as "PERMITTEE".

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

WITNESSETH:

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

MATTSON LOWER HARBOR PARK

- (2) Term. The term of this Permit shall be for August 26, 2022 from 8:00 a.m. until August 27, 2022 at 11:00 p.m.
- (3) Acceptance of Premises. PERMITTEE has examined and is satisfied with the physical condition of the premises, and accepts the premises in their "as is" condition.
- (4) Use. PERMITTEE may use and occupy the premises for:

"HARBORFEST"

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

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

Mattson Park

\$775 1st day

\$665 2nd day

Staging/stairs

\$20/section

Trash drum liners (@ current cost)

\$_____**

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

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

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

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

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

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

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

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

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

■ **General Liability**

PERMITTEE shall carry comprehensive general liability insurance, including premises and all operations, through companies licensed and admitted to do business in Michigan, which shall provide protection from all claims of damage or injury, including death, to persons and property which may arise out of, result from or be caused by PERMITTEE'S use or

occupancy of the premises or its operations conducted thereon, with occurrence and aggregate limits of not less \$1,000,000, per occurrence.

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

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

■ Liquor Liability.

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

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

□ Motor Vehicle Liability

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

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

in the coverage. Failure to abide by this provision will result in the prohibition of use of any motor vehicle at the event.

■ Food

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

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

■ Other insurance.

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

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

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

to any person, PERMITTEE shall give notice to the CITY within twelve (12) hours after the occurrence thereof or after PERMITTEE learns of such occurrence.

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

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

- (14) **Right of Inspection and Access.** The CITY may enter the premises at any time to examine, inspect and to do whatever the CITY may deem necessary or desirable to determine compliance with or to enforce the terms of the permit. Marquette police, fire and other enforcement personnel shall have unrestricted access to the premises at all times.
- (15) **Compliance With Rules and Regulations.** PERMITTEE shall abide by all laws, statutes, ordinances, governmental orders, rules and regulations which control or in any manner affect or relate to the use or occupancy of the premises, or operations conducted thereon.
- (16) **Concessions.** PERMITTEE or its designees shall be allowed to sell assorted food and beverage items and to run concession stands during the term of the Permit. PERMITTEE or its designee shall obtain all necessary licenses and/or permits from the appropriate state, county or city governmental authorities. All concessions will be closed by 11:00 p.m. each day. A copy of each license and/or permit obtained by PERMITTEE must be provided to the Parks & Recreation Department no later than 2 weeks prior to the event. PERMITTEE shall submit a list of all food concessionaires to the Fire Marshall's office one (1) week prior to the event. PERMITTEE shall notify and require the following of all food concessionaires:
 - (a) A fire extinguisher shall be provided in all tents and in all areas and enclosures used for cooking.
 - (i) The fire extinguisher shall be a 1A:20B: C type, a minimum of 5 pounds.
 - (ii) Proof that the fire extinguisher has been serviced within the last year is required.
 - (iii) The extinguisher shall be tagged with the date and service provider.
 - (iv) If the fire extinguisher was purchased within the last year, a sales slip must be provided.

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

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

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

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

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

from 12:00 p.m. (noon) until 11:00 p.m. on August 26, 2022; and
from 12:00 p.m. (noon) until 11:00 p.m. on August 27, 2022.

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

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

- (18) Exclusive Use. PERMITTEE shall have the exclusive use of the premises during the term of this permit.
- (19) Admission. PERMITTEE may charge admission to the general public to enter premises. Entry shall not be denied to any individual based upon race, sex, age, creed, or national origin.
- (20) Police and Fire Protection. PERMITTEE shall fully reimburse the CITY at overtime and fringe benefit rates for all additional police and/or fire department officers who are assigned to the premises, or the vicinity thereof, because of the use or occupancy thereof by PERMITTEE.

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

_____.
- (25) **Security.** It shall be PERMITTEE'S sole responsibility to provide security throughout the term of the event. The Chief of Police or designee shall establish the number of security personnel whom PERMITTEE shall be required to have on the premises. The security shall be provided by a licensed and certified security agency, whose members shall be in identifiable uniforms.
- (26) **Bleachers, Booths, Fencing and Tents.** PERMITTEE shall be solely responsible for the construction and removal of any bleachers, booths, fencing, tents or structures used during the course of the event.
- (27) **Reimbursement of Other Costs.** PERMITTEE shall reimburse the CITY for all cost relating to the use of barricades, fencing, bleachers and other facilities and equipment provided by the CITY. PERMITTEE, on behalf of the organization, agrees to reimburse the City of Marquette for its "out-of-pocket" expenses which includes but is not limited to overtime of City employees and trash disposal tipping fees at landfills. City staff is readily accessible to discuss out-of-pocket cost estimates and ways to reduce these costs. All City of Marquette invoices sent to organizations for reimbursement of out-of-pocket costs are due within thirty (30) days.

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

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

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

- (29) Fire.

- (a) No open flames or explosives shall be permitted for decoration, display or use without permission from the Fire Department.
- (b) The use of paper or fabric for coverings or decoration shall not be permitted unless proof is submitted to the Fire Department that such materials are flame proof.
- (c) All seating capacity and room arrangements shall be approved by the Fire Department.
- (d) An access lane, a minimum of eighteen (18) feet wide, shall be maintained leading into and out of the event so that emergency vehicles can enter in case of an emergency.
- (e) Barricades or any type of obstruction which could impede or interfere with fire suppression forces shall not be erected.

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

PERMITTEE has permission to begin setting up on August 22, 2022 at 8:00 a.m. and must have all items removed from the park by 10:00 p.m. on August 29, 2022.
- (32) **Cancellation or Modification.** It is understood and agreed that ten (10) days advance written notice of any cancellation, reduction and/or material changes in the proposed agenda will be provided to the Community Services Director, City of Marquette, 401 East Fair Avenue, Marquette, Michigan, 49855.
- (33) **Duplicate Original Copies.** This Permit is executed in triplicate original copies, two of which shall be retained by the CITY and one by PERMITTEE, each of which shall be deemed to be an original, but all of which shall be construed as one and the same document.
- (34) **Governing Law.** This Permit and the rights of the parties hereunder shall be governed by and interpreted in accordance with the laws of the State of Michigan.
- (35) **Paragraph Headings.** The paragraph headings appearing in the Permit have been inserted for the purpose of convenience and ready reference. They do not purport to, and shall not be deemed to, define, limit or extend the scope or intent of the paragraphs to which they appertain.
- (36) **Entire Agreement.** This Permit represents the entire agreement of the parties and shall be deemed to be an integrated agreement containing all prior and contemporaneous oral and written agreement between the parties, and shall not be modified in any part, except in a writing signed by all parties.

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

THE PERMIT SHALL BE CAUSE FOR THE CITY MANAGER, CHIEF OF POLICE, FIRE CHIEF, OR DESIGNEE TO IMMEDIATELY REVOKE THIS SPECIAL EVENTS PERMIT AND TO REQUIRE PERMITTEE TO VACATE THE PREMISES.

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

CITY OF MARQUETTE

THE ROTARY CLUB OF
MARQUETTE WEST

Jennifer A. Smith, Mayor

By: Richard Orr
Its: MARQUETTE WEST ROTARY.

Kyle Whitney, City Clerk

By:
Its:

Approved as to Substance:

Karen M. Kovacs, City Manager

Approved as to Form:

Suzanne C. Larsen, City Attorney



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08-01-2022

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

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

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 2850 Golf Road Rolling Meadows IL 60008	CONTACT NAME: Ali Sulita PHONE (A/C, No, Ext): 1-833-3ROTARY FAX (A/C, No): 830-285-4082 E-MAIL ADDRESS: rotary@ajg.com												
INSURER(S) AFFORDING COVERAGE													
INSURED <i>MARQUETTE WEST ROTARY CLUB</i> All Active US Rotary Clubs & Districts ATTN: Risk Management Dept. 1560 Sherman Ave. Evanston, IL 60201-3698	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">INSURER A : Westchester Surplus Lines Insurance Company</td> <td style="width: 20%;">NAIC # 10172</td> </tr> <tr><td>INSURER B :</td><td></td></tr> <tr><td>INSURER C :</td><td></td></tr> <tr><td>INSURER D :</td><td></td></tr> <tr><td>INSURER E :</td><td></td></tr> <tr><td>INSURER F :</td><td></td></tr> </table>	INSURER A : Westchester Surplus Lines Insurance Company	NAIC # 10172	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER B :													
INSURER C :													
INSURER D :													
INSURER E :													
INSURER F :													

COVERAGES

CERTIFICATE NUMBER: 899307648

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Liquor Liability Included GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:	Y		G73578917 001	7/1/2022	7/1/2023	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td>\$2,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$500,000</td></tr> <tr><td>MED EXP (Any one person)</td><td>\$</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td>\$2,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td>\$4,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td>\$4,000,000</td></tr> <tr><td></td><td>\$</td></tr> </table>	EACH OCCURRENCE	\$2,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$500,000	MED EXP (Any one person)	\$	PERSONAL & ADV INJURY	\$2,000,000	GENERAL AGGREGATE	\$4,000,000	PRODUCTS - COMP/OP AGG	\$4,000,000		\$
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A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			G73578917 001	7/1/2022	7/1/2023	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$2,000,000</td></tr> <tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr> <tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr> <tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr> <tr><td></td><td>\$</td></tr> </table>	COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
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	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ☐ ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		NOT APPLICABLE			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>PER STATUTE</td> <td>OTH-ER</td> </tr> <tr><td>E.L. EACH ACCIDENT</td><td>\$</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$</td></tr> </table>	PER STATUTE	OTH-ER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$						
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E.L. DISEASE - POLICY LIMIT	\$																				

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

The Certificate Holder is included as an additional insured where required by written contract or permit subject to the terms and conditions of the general liability policy, but only to the extent bodily injury or property damage is caused in whole or in part by the acts or omissions of the insured.

CERTIFICATE HOLDER

City of marquette as additional insured
 300 W. Baraga Ave.
 Marquette MI 49855

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Cynthia L. Stanton

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 8/8/2022

Consent Agenda

U.P. Beer Festival - Special Event Permit

BACKGROUND:

The Michigan Brewers Guild, Inc. is requesting the City Commission enter into a five-year Special Event Permit for City Parks, Streets, Buildings and Grounds to use Mattson Lower Harbor Park for the U.P. Fall Beer Festival on September 9 and 10, 2022; September 8 and 9, 2023; and September 6 and 7, 2024, September 5 and 6, 2025, September 11 and 12, 2026. Staff worked with the City Attorney and the Michigan Brewers Guild, Inc. to develop the permit.

This permit includes an alternative event location if park conditions are not suitable due to weather. Lakeview Arena parking lot will be the alternative site and this decision will be made on the Thursday prior to each year's event.

Additionally, Community Services, Public Works and the Police Department are all working together to monitor the event to ensure no park damage occurs.

FISCAL EFFECT:

The General Fund will receive \$1,940 plus miscellaneous in-kind reimbursements with the rental.

RECOMMENDATION:

Approve the Special Event Permit for City Parks, Streets, Buildings and Grounds with the Michigan Brewers Guild, Inc., and authorize the Mayor and Clerk to sign the agreement.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

▣ Permit

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

THIS AGREEMENT, made this _____ day of _____, 2022 between CITY OF MARQUETTE, a Municipal Corporation, of 300 W. Baraga Avenue, Marquette, Michigan, 49855, hereinafter referred to as the "CITY", and MICHIGAN BREWERS GUILD, INC., a Michigan corporation of 225 W. Washington Street, Ste. C, Lansing, Michigan 48933, hereinafter referred to as "PERMITTEE".

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

WITNESSETH:

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

MATTSON LOWER HARBOR PARK

- (2) Term. The term of this Permit shall be:
from September 9, 2022 at 8:00 a.m. until September 10, 2022 at 10:00 p.m.;
from September 8, 2023 at 8:00 a.m. until September 9, 2023 at 10:00 p.m.;
from September 6, 2024 at 8:00 a.m. until September 7, 2024 at 10:00 p.m.;
from September 5, 2025 at 8:00 a.m. until September 6, 2025 at 10:00 p.m.; and
from September 11, 2026 at 8:00 a.m. until September 12, 2026 at 10:00 p.m.
- (3) Acceptance of Premises. PERMITTEE has examined and is satisfied with the physical condition of the premises, and accepts the premises in their "as is" condition.
- (4) Use. PERMITTEE may use and occupy the premises for:

"U.P. FALL BEER FESTIVAL"

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

- (5) Fees. PERMITTEE shall be responsible for paying a deposit upon the execution of this agreement in the amount of \$250, which shall be applied toward the following fees in connection with the use of the PREMISES:

Mattson Park

day 1 Exclusive \$1,045

day 2 Exclusive - \$895

Public works, police

and fire employees

To be billed based on need and usage

Trash liners (@ current cost)

\$ _____ **

Alternate Location Fees: If the event is moved to Lakeview Area as set forth in paragraph 31, the following fees shall be charged instead of the fees outlined above:

Lakeview Arena

Russell Dry Floor

\$1,750/day (1 day)*

Olson Dry Floor

\$1,125/day (1 day)*

Public works, police

and fire employees

To be billed based on need and usage

Trash liners (@ current cost)

\$ _____ **

*PERMITTEE may use the Lakeview Arena front parking lot from 4:00 – 9:00 p.m. on September 9, 2022, September 8, 2023, September 6, 2024, September 5, 2025 and September 11, 2026 for the volunteer appreciation party without additional fees.

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

All fees will be increased to actual costs on an annual basis based on CITY's standard increases. CITY shall provide information to PERMITTEE of the increase in fees prior to the event each year upon the request of PERMITTEE.

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

PERMITTEE shall take good care of and shall keep the premises, including its fixtures and furnishings, in a clean, safe, orderly and sanitary condition including, but not limited to, keeping all sidewalks, parking areas, alleys, roadways and facilities/areas which are a part of the premises, neat and clean; guarding all defects on the premises which may be a hazard to the general public and business invitees; and promptly removing all debris or any other material which may be a hazard to the general public and business invitees. PERMITTEE shall promptly make all repairs which are required to maintain the premises in the condition which existed upon the commencement of its actual use and occupancy. PERMITTEE shall not

be required to repair plumbing and electrical components of the premises for damages which is not caused by the PERMITTEE, its guests or invitees. At the termination of this Permit, PERMITTEE shall yield and deliver up the premises in like condition, reasonable use and wear thereof and damage by the elements exempted.

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

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

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

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

There shall be no modification or alteration of the CITY's electrical supply boxes or other equipment, unless prior approval has been obtained from the CITY and

any work is approved by the CITY's electrical inspector. All such work must be done by a licensed electrical contractor at PERMITTEE'S sole expense.

- (10) Reimbursement of Utility Costs. PERMITTEE shall reimburse the CITY the sum of \$300.00 for the costs of electric, water and other utility services utilized by the PERMITTEE, its vendees and concessionaires.
- (11) Signs. PERMITTEE shall be entitled, at PERMITTEE'S own expense, to install signs and banners along the premises. Signs shall comply with the City of Marquette Land Development Code.
- (12) Insurances. CERTIFICATES OR OTHER EVIDENCE OF ALL REQUIRED COVERAGES AND ENDORSEMENTS MUST BE FILED WITH THE COMMUNITY SERVICES DEPARTMENT - PARKS & RECREATION DIVISION AT LEAST NINETY (90) DAYS BEFORE THE COMMENCEMENT OF THE EVENT.

■ General Liability

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

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

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

■ Liquor Liability.

PERMITTEE or its designee (for example, a local service club) shall carry liquor liability insurance with combined limits of not less than \$500,000 insuring for any and all damage and liability which may be caused by,

related to or arise out of the sale, furnishing, giving, distribution or consumption of alcoholic beverages on the premises.

☐ Motor Vehicle Liability

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

■ Food

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

■ Other insurance.

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

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

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

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

- (14) **Right of Inspection and Access.** The CITY may enter the premises at any time to examine, inspect and to do whatever the CITY may deem necessary or desirable to determine compliance with or to enforce the terms of the permit. Marquette police, fire and other enforcement personnel shall have unrestricted access to the premises at all times.
- (15) **Compliance With Rules and Regulations.** PERMITTEE shall abide by all laws, statutes, ordinances, governmental orders, rules and regulations which control or in any manner affect or relate to the use or occupancy of the premises, or operations conducted thereon.
- (16) **Concessions.** PERMITTEE or its designees shall be allowed to sell assorted food and beverage items and to run concession stands during the term of the Permit. PERMITTEE or its designee shall obtain all necessary licenses and/or permits from the appropriate state, county or city governmental authorities. All concessions will be closed by 10:00 p.m. each day. A copy of each license and/or permit obtained by PERMITTEE must be provided to the Parks & Recreation Department no later than 2 weeks prior to the event. PERMITTEE shall submit a list of all food concessionaires to the Fire Marshall's office one (1) week prior to the event. PERMITTEE shall notify and require the following of all food concessionaires:
 - (a) A fire extinguisher shall be provided in all tents and in all areas and enclosures used for cooking.
 - (i) The fire extinguisher shall be a 1A:20B: C type, a minimum of 5 pounds.
 - (ii) Proof that the fire extinguisher has been serviced within the last year is required.
 - (iii) The extinguisher shall be tagged with the date and service provider.
 - (iv) If the fire extinguisher was purchased within the last year, a sales slip must be provided.
 - (v) The unit shall be mounted on the center post of each tent, not more than five (5) feet of the ground and accessible for use in an emergency.
 - (b) All propane tanks used for cooking shall be secured so as to prevent tipping. The tanks shall be remote from congested areas.
 - (c) Only approved, heavy-duty extension cords shall be used and all electrical connections shall be protected.

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

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

from 4:00 p.m. until 9:00 p.m. on September 9, 2022; and
from 12:00 p.m. (noon) until 7:00 p.m. on September 10, 2022.

from 4:00 p.m. until 9:00 p.m. on September 8, 2023; and
from 12:00 p.m. (noon) until 7:00 p.m. on September 9, 2023.

from 4:00 p.m. until 9:00 p.m. on September 6, 2024; and
from 12:00 p.m. (noon) until 7:00 p.m. on September 7, 2024.

from 4:00 p.m. until 9:00 p.m. on September 5, 2025; and
from 12:00 p.m. (noon) until 7:00 p.m. on September 6, 2025.

from 4:00 p.m. until 9:00 p.m. on September 11, 2026; and
from 12:00 p.m. (noon) until 7:00 p.m. on September 12, 2026.

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

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

- (18) Exclusive Use. PERMITTEE shall have the exclusive use of the premises during the term of this permit.
- (19) Admission. PERMITTEE may charge admission to the general public to enter premises. Entry shall not be denied to any individual based upon race, sex, age, creed, or national origin.
- (20) Police and Fire Protection. PERMITTEE shall fully reimburse the CITY at overtime and fringe benefit rates for all additional police and/or fire department officers who are assigned to the premises, or the vicinity thereof, because of the use or occupancy thereof by PERMITTEE.

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

-
- (25) **Security.** It shall be PERMITTEE'S sole responsibility to provide security throughout the term of the event. The Chief of Police or designee shall establish the number of security personnel whom PERMITTEE shall be required to have on the premises. The security shall be provided by a licensed and certified security agency, whose members shall be in identifiable uniforms.
 - (26) **Bleachers, Booths, Fencing and Tents.** PERMITTEE shall be solely responsible for the construction and removal of any bleachers, booths, fencing, tents or structures used during the course of the event, except that CITY shall be responsible for booths located within the Arena.
 - (27) **Reimbursement of Other Costs.** PERMITTEE shall reimburse the CITY for all cost relating to the use of barricades, fencing, bleachers and other facilities and equipment provided by the CITY. PERMITTEE, on behalf of the organization, agrees to reimburse the City of Marquette for its "out-of-pocket" expenses which includes but is not limited to overtime of City employees and trash disposal tipping fees at landfills. City staff is readily accessible to discuss out-of-pocket cost estimates and ways to reduce these costs. All City of Marquette invoices sent to organizations for reimbursement of out-of-pocket costs are due within thirty (30) days.
 - (28) **Tents.** All tents or air supported structures used during the term of the permit shall comply with Section 31 of the Michigan Building Code and Section 24 of the International Fire Code. Material of all tents shall be of non-combustible material or flame resistant material conforming to NFPA 701, treated in an

approved manner to render the material flame resistant. Appropriate documentation must be presented to any Building Code Enforcement Officer, Fire Official or other Code Official upon request. A copy shall also be retained on the premises where the tent is located. The documentation must attest to the following information relative to the flame resistance of the fabric:

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

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

■ (29) Fire.

- (a) No open flames or explosives shall be permitted for decoration, display or use without permission from the Fire Department.
- (b) The use of paper or fabric for coverings or decoration shall not be permitted unless proof is submitted to the Fire Department that such materials are flame proof.
- (c) All seating capacity and room arrangements shall be approved by the Fire Department.
- (d) An access lane, a minimum of eighteen (18) feet wide, shall be maintained leading into and out of the event so that emergency vehicles can enter in case of an emergency.
- (e) Barricades or any type of obstruction which could impede or interfere with fire suppression forces shall not be erected.

■ (30) Music. PERMITTEE shall be solely responsible for obtaining the appropriate license to present any music covered by copyright, whether by live performance, recorded music or retransmission of radio and/or television broadcast. The PERMITTEE covenants and agrees to indemnify, protect, defend and save the

CITY, its officers and employees harmless from any claim, action or suit or for any loss, liability and damages that may be asserted or levied against the CITY, its officers or employees, based in whole or in part upon a claim of copyright infringement.

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

PERMITTEE has permission to begin setting up on September 8, 2022, September 7, 2023, September 5, 2024, September 4, 2025 and September 10, 2026 respectively at 8:00 a.m. and must have all items removed from the park by 12:00 p.m. (noon) on September 11, 2022, September 10, 2023, September 8, 2024, September 7, 2025 and September 13, 2026 respectively. PERMITTEE will be charged \$265.00 for each day after 12:00 p.m. (noon) on the date listed above that any equipment, trailer, vehicle, tent or other item remains in the Mattson Park. Temporary Food Permit(s) through the Marquette County Health Department and Alcohol license(s) and permit(s) must be obtained by PERMITTEE and provided to the Parks and Recreation Department no later than 2 weeks prior to the event.

If CITY determines and notifies PERMITTEE, on or before 9:00 a.m. on September 10, 2022, September 9, 2023, September 7, 2024, September 6, 2025 and September 12, 2026 respectively that MATTSON LOWER HARBOR PARK conditions are not suitable for the event due to weather, CITY will require PERMITTEE to move the event to Lakeview Arena. If CITY moves the event location, all other terms and conditions of this permit will remain in place, except that the alternate fees specified in paragraph 5 shall be charged.

- (32) Cancellation or Modification. It is understood and agreed that ten (10) days advance written notice of any cancellation, reduction and/or material changes in the proposed agenda will be provided to the Community Services Director, City of Marquette, 401 East Fair Avenue, Marquette, Michigan, 49855.
- (33) Duplicate Original Copies. This Permit is executed in triplicate original copies, two of which shall be retained by the CITY and one by PERMITTEE, each of which shall be deemed to be an original, but all of which shall be construed as one and the same document.
- (34) Governing Law. This Permit and the rights of the parties hereunder shall be governed by and interpreted in accordance with the laws of the State of Michigan.
- (35) Paragraph Headings. The paragraph headings appearing in the Permit have been inserted for the purpose of convenience and ready reference. They do not purport to, and shall not be deemed to, define, limit or extend the scope or intent of the paragraphs to which they appertain.

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

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

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

CITY OF MARQUETTE

MICHIGAN BREWERS GUILD, INC.

Jennifer A. Smith, Mayor

By: *Scott Graham*
Its: *Executive Director*

Kyle Whitney, City Clerk

By:
Its:

Approved as to Substance:

Karen M. Kovacs, City Manager

Approved as to Form:

Suzanne C. Larsen, City Attorney

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 8/8/2022

Unfinished Business

NFPA Fire and Life Safety Ordinances - Roll Call Vote

BACKGROUND:

To ensure the safety of residents and visitors of Marquette, staff is recommending the City Commission adopt the most current versions of the NFPA Life Safety Code and the NFPA Fire Code.

These codes are nationally recognized standards promulgated by the National Fire Protection Association, an international nonprofit, established in 1896 and devoted to eliminating death, injury, property and economic loss due to fire, electrical and related hazards.

The NFPA 1 Fire Code is intended to advance fire and life safety for public and first responders, as well as property protection, by providing a comprehensive, integrated approach to fire code regulation and hazard management.

Similarly, the NFPA 101 Life Safety Code is the most widely used source for strategies to protect people based on building construction, protection, and occupancy features that minimize the effects of fire and related hazards. Unique in the field, it is the only document that covers life safety in both new and existing structures.

Proposed ordinance #703 would adopt the most current version of these two codes as the standards for the City of Marquette, and will ensure that both commercial properties and rental units will be in compliance with industry best practices into the future.

Additionally, proposed ordinances #704 and #705 would provide for a local and consistent appeals process for both commercial and residential rental properties.

A public hearing was held for these ordinances at the March 28 City Commission meeting. The decision was tabled for a later date during discussion of the item.

FISCAL EFFECT:

None.

RECOMMENDATION:

Adopt ordinances #703, #704, and #705.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Ordinance 703
- ▣ Ordinance 704
- ▣ Ordinance 705

ORDINANCE #703
AN ORDINANCE TO AMEND MARQUETTE CITY CODE
CHAPTER 26 – FIRE PREVENTION AND PROTECTION, IN
ORDER TO UPDATE CODES ADOPTED BY REFERENCE

INTENT

The purpose of this ordinance is to adopt by reference the most recent versions of relevant national fire and life safety codes.

The City of Marquette Ordains:

SECTION 1. Repeal.

Chapter 26 – Fire Prevention and Protection, Article II. – Life Safety Code is hereby repealed.

SECTION 2. Adoption.

New Chapter 26 – Fire Prevention and Protection, Article II. –Fire Prevention Code is here by adopted as follows:

Sec. 26-19. - Adoption by reference.

The current NFPA-1 Fire Code and documents adopted by chapter 2, including all amendments, supplements, and revisions thereto, and the current NFPA-101 Life Safety Code and documents adopted by chapter 2, including all amendments, supplements, and revisions thereto, are hereby adopted as the Fire Prevention Code of the City of Marquette.

Copies of the applicable codes will be kept on file and open to inspection by the public in the Office of the Marquette City Fire Department, the Marquette City Clerk, and the Peter White Public Library.

State Law reference – Authority to adopt technical codes by reference, MCL 117.3(k)

Sec. 26-20. - Penalty.

A person who violates the codes adopted by reference in this article is responsible for a municipal civil infraction.

Secs. 26-21—26-43. – Reserved.

SECTION 3. Effective Date.

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

Jennifer A. Smith, Mayor

Kyle Whitney, City Clerk

Date Adopted: _____

Date Published: _____

ORDINANCE #704
AN ORDINANCE TO AMEND MARQUETTE CITY CODE
CHAPTER 26 – FIRE PREVENTION AND PROTECTION, IN
ORDER TO CLARIFY THE RENTAL FIRE SAFETY CODE
APPEALS PROCESS

INTENT

The purpose of this ordinance is to clarify the local appeals process laid out in Chapter 26, Article III, and to make minor grammatical and formatting adjustments.

The City of Marquette Ordains:

SECTION 1. Repeal.

Chapter 26 – Fire Prevention and Protection, Article III. – Rental Fire Safety Code is hereby repealed.

SECTION 2. Adoption.

New Chapter 26 – Fire Prevention and Protection, Article III. – Rental Fire Safety Code is hereby adopted as follows:

Sec. 26-44. - Purpose.

The city recognizes a compelling interest in establishing standards for the maintenance of sanitary and safe residential rental structures, and for improving rental arrangements within the city. Such standards are an important factor supportive of the general health, safety, and welfare of all its citizens and visitors. This article is designed to promote the continuing maintenance of quality and safe rental properties, and to enhance and maintain property values.

Sec. 26-45. - Scope.

- (a) This article shall apply to any structure or part thereof, which is let for occupancy by persons pursuant to any oral or written rental or lease agreement or other valuable compensation, or to any occupant therein. Such structures shall include, but not be limited to, single-family dwellings, multiple-family dwellings, single housekeeping units, or bedrooms as defined in the International Property Maintenance Code (IPMC) in its most recent version adopted by the city.
- (b) This article does not apply to jails, nursing homes, school dormitories, hospitals or other health care facilities provided by legal not-for-profit agencies that are inspected, certified and/or licensed by the state, nor federally licensed and inspected properties.

Sec. 26-46. - Definitions.

The following words, terms, and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Adopted Code means any of the codes adopted under Marquette City Code Secs. 10-40 and 26-19.

Bedroom means any room or space used or intended to be used for sleeping purposes.

Board of Appeals means the city board of zoning appeals, with the addition of the Fire Chief as an ex officio member, acting as the city rental code appeals board.

Certificate of compliance means a certificate issued by a city fire inspector denoting that the structure has undergone a fire/life safety inspection performed by a city fire inspector and the structure is in compliance with applicable codes.

Certificate of compliance stipulation means a condition or requirement that is specified or required by any city department that must be adhered to by the property owner to maintain the certificate of compliance.

Certificate of registration means a certificate issued by city fire inspectors, which denotes that the holder has registered the structure as a rental property within the city.

Dwelling unit means a single unit providing complete, independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation.

Family means 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; b) not more than four 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, 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.

Fire inspector means the fire department personnel appointed by the fire chief, who are charged with the administration and enforcement of this article, authorized by the fire chief under section 26-82.

Habitable space means space in a structure for living, sleeping, eating, or cooking. Bathrooms, toilet rooms, closets, halls, storage or utility spaces, and similar areas are not considered habitable spaces.

Homestay means an owner occupied single-family home, dwelling unit in a duplex or multifamily dwelling structure, or any other dwelling unit, in which as many as three single bedrooms [with] bathroom access for overnight accommodations may be rented for periods as short as one overnight stay. Meals are not provided with rental, but kitchen and/or dining facilities may be available for guests to prepare their own meals. Only properties that have received approval of a rental registration application are recognized as a homestay for purposes of complying with City of Marquette ordinances.

Let for occupancy or *let* means to permit, provide or offer possession or occupancy of a dwelling, dwelling unit, rooming unit, building, premises or structure by a person who is or is not the legal owner of record thereof, pursuant to a written or

unwritten lease, agreement, or license, or pursuant to a recorded or unrecorded agreement of contract for the sale of land.

Long-term rental means a residential rental structure which may be rented for periods of 30 days or more.

Occupancy means the purpose for which a building or portion thereof is utilized or occupied.

Occupant means any individual living or sleeping in a building or having possession of a space within a building.

Operator means any duly authorized person who has charge, care or control of a structure or premises which is let or offered for occupancy. Owners must officially notify the city of any operator authorized to act on his behalf; as required in section 26-47(6), some owners are required to use an operator. In some situations, the owner could also be the operator.

Owner means any person having a legal or equitable interest in the property; or recorded in the official records of the state, county or municipality as holding title to the property; or otherwise having control of the property, including the guardian of the estate of any such person, and the executor or administrator of the estate of such person if ordered to take possession of real property by a court.

Posting. Certificates of registration and compliance shall be permanently affixed to an interior wall, in a conspicuous and readable place; completely protected from the elements; and with a transparent protective cover. Certificates must be posted in a street side (address side) common entryway, except if there is no street side common entryway, then in the main common entryway, or in the case of separate private entrances, then in each private entrance to meet this requirement.

Rental structure means an existing or new occupancy let to permit, provide or offer possession or occupancy of a dwelling, dwelling unit, rooming unit, building, premises or structure by a person who is or is not the legal owner of record thereof, pursuant to a written or unwritten lease, agreement or license, or pursuant to a recorded or unrecorded agreement of contract for the sale of land.

Revocation. A certificate of compliance, revoked for cause, will render the structure unfit for human habitation, upon the exhaustion of due process remedies. Certificates of compliance will be reinstated when a structure's condition is brought back into compliance with this article.

Right of entry. A fire inspector is authorized to enter the structure or premises at reasonable times to inspect, subject to constitutional restrictions on unreasonable searches and seizures. If entry is not obtained, the fire inspector is authorized to pursue administrative warrants, or any other recourse as provided by law.

Short-term rental means a residential rental property for which a dwelling unit or rooms may be rented for overnight accommodations, for periods as short as one overnight stay. Meals are not provided with rental, but kitchen and/or dining facilities customarily are available for guests to prepare their own meals. Homestays and vacation home rentals, as defined in this chapter, are the two types of short-term rentals permitted in the City of Marquette.

Single housekeeping unit means one person or two or more individuals living together sharing household responsibilities and activities, which may include sharing

expenses, chores, eating meals together and participating in recreational activities and having close social, economic and psychological commitments to each other.

Structure means that which is built or constructed, or a portion thereof.

Vacation home rental means a single-family home, or a dwelling unit in a duplex or multi-family dwelling structure, or any other dwelling unit, in which up to four bedrooms are rented by a single lessee or renter for overnight accommodations, for periods as short as one overnight stay. Meals are not provided with rental, but kitchen and/or dining facilities are available for guests to prepare their own meals. The property owner may or may not live in the dwelling unit for part of the year, but the property owner may not live in the unit concurrently with any lessee. Only properties that have received approval of a rental registration application are recognized as a vacation home rental for purposes of complying with City of Marquette ordinances.

Sec. 26-47. - Registration.

(a) All dwelling units in rental structures are required to be registered pursuant to this article and shall comply with the following:

- (1) All newly constructed rental structures and their dwelling units shall be registered prior to any use or occupancy as a rental structure.
- (2) All existing non-rental structures which are legally converted to rental structures shall be registered, along with their dwelling units, prior to the date on which the property is first occupied for rental purposes.
- (3) All existing rental structures, occupied by tenants, which are sold, transferred, or conveyed from the previous owner must be registered by the new owner within 30 days of the date of the sale/closing.
- (4) The city treasurer or designee shall determine if the applicant owes to the city any taxes or other indebtedness, and if no such indebtedness exists, shall so indicate their findings in writing. A certificate of compliance shall not be issued for dwelling units in rental structures with outstanding indebtedness to the city.
- (5) The city zoning official or designee shall determine if the application for the proposed rental use is in compliance with the zoning ordinance and shall indicate their findings in writing. A certificate of registration shall not be issued for rental structures and dwelling units if the application for the proposed rental use is not in compliance with the zoning ordinance.
- (6) A local operator for every rental unit is required if the owner(s) (at least one of multiple individuals) does not reside in the county. A local operator is also required when the owner is a corporation or other legal entity. The owner is required to notify the city of the identity of the person they have designated to be their operator (and alternate operators where that is so desired).
- (7) No owner or operator shall lease or rent a rental dwelling unit unless there is a valid certificate of registration in the name of the owner. If tenants are utilizing the dwelling unit, the fire chief is authorized to require vacation of the dwelling unit.

Sec. 26-48. - Registration forms.

- (a) An application for a certificate of registration shall be made in such form and in accordance with such instructions as may be provided by the fire inspectors designated by the city and shall include, but not be limited to, the following information:
- (1) Rental property information containing the following:
 - a. Rental property address.
 - b. Tax parcel ID number.
 - c. Actual or estimated year the property became a rental.
 - d. Number of dwelling units contained within.
 - (2) Owner information containing the following for each owner:
 - a. Owner name (if the owner is a corporation, the name of an authorized representative).
 - b. Owner address.
 - c. Home or cell phone.
 - d. Work/business phone.
 - e. Signature of the owner or authorized representative.
 - f. Date.
 - g. Email address.
 - (3) Local operator information (when utilized by owners) containing the following:
 - a. Local operator's name.
 - b. Address.
 - c. Home or cell phone.
 - d. Work/business phone.
 - e. Signature of the operator.
 - f. Date.
 - g. Email address.
 - (4) Required attachments, including the following:
 - a. A photocopy of the owner's current government issued identification, with a legible birth date, or, in the case of corporate ownership, a photocopy of the current government issued identification of the authorizing officer, with a legible birth date.
 - b. A photocopy of the local operator's current government issued identification with a legible birth date.
- (b) The application shall not be considered complete and shall not be processed until all required information is received.
- (c) It shall be the responsibility of the owner to advise the fire department in writing of any changes to their address, phone number, email address, or similar changes concerning their local operator. Notification of changes must be made within 30 days.
- (d) After registration, the fire department shall schedule a compliance inspection within three years of the registration. Compliance inspection shall be scheduled in a

reasonable manner with respect to the fire inspector and the owner's or operator's schedule.

Sec. 26-49. - Compliance inspection.

- (a) The fire inspector shall inspect rental structures on a periodic basis of once every three years; upon completion of the registration and receipt of the fee, the fire inspector shall schedule a compliance inspection within three years of the registration. Efforts shall be made to schedule each compliance inspection at a reasonable time with respect to the fire inspector and the owner and/or operator.
- (b) Non-periodic inspections, specified in subsections (b)(1) through (4) of this section, will be scheduled as soon as practicable by the fire department:
 - (1) Upon receipt of a complaint from an owner, operator, occupant, or citizen who would have occasion to be aware that the premises are in violation of this article. If a fire inspector determines that a complaint was filed without a factual basis and such inspection is made on a complaint basis, a municipal civil infraction shall be charged to the complainant.
 - (2) Upon receipt of a report or a referral from the police department, fire department, community development department, public or private school or another public agency.
 - (3) Upon receipt of knowledge that a rental unit is not registered with the city as required by this article.
 - (4) Upon evidence of an existing property maintenance code violation observed by or brought to the attention of the fire inspector.
- (c) The fire inspector is empowered to enter at any/all reasonable times upon and into any premises, building or structure for, examining and inspecting the same (see section 26-82).
- (d) Upon satisfactory completion of the compliance inspection, and upon receipt of the fee, the fire inspector will issue a certificate of compliance.
- (e) If a dwelling unit should fail the regular inspection, a subsequent re-inspection will be required.
 - (1) With a failure of the regular inspection, the fire inspector will establish clear requirements of what steps must be undertaken by the owner or operator, and in what timeframe to (first) schedule the reinspection, and (second) permit issuing a certificate of compliance when those requirements have been met.
 - (2) The fire inspector must indicate whether the conditions are such that the rental dwelling unit must be vacated, or whether steps to bring the unit up to code may continue while the unit continues to be rented by tenants.
- (f) If a dwelling unit is required to undergo a non-regular inspection pursuant to any of the items under subsection (b) of this section, the inspection will be based on the same criteria as the regular inspections, and failure to pass will lead to a fire inspector nullifying the previous certificate of compliance. The fire inspector will also establish clear requirements of what must be undertaken by the owner or operator, and in what timeframe, to schedule a re-inspection, and where warranted to re-issue the certificate of compliance. Further, the fire inspector must indicate whether the conditions are such that the rental unit must be vacated, or whether steps to

bring the unit up to code may continue while the unit continues to be rented by tenants.

- (1) If the rental unit that undergoes a non-regular inspection passes the inspection, there will be no fee for this inspection.
 - (2) If the rental unit that undergoes a non-regular inspection fails to pass the inspection, there will be a fee for the non-regular inspection, as well as a fee for the reinspection required to establish compliance with this article.
 - (3) If alterations are made to a rental structure after certification, a new inspection and subsequent certification will be required. There will be a fee for this new inspection.
- (g) Violations of this article, the remedies, and stated deadlines shall be mailed by first class mail to the owner or the operator within seven business days after the inspection. The notice of violation shall state the right of appeal and the instructions for making such an appeal.
- (h) Rental registration fees are required to be paid at the time of application. Registration fee payment shall be paid at or mailed to: The Marquette Fire Department, 418 S. Third St. Marquette, MI 49855. Attention Rental Program. Checks shall be made payable to the City of Marquette. Cash will be accepted but must be the exact amount and is discouraged.
- (i) The City of Marquette Fire Department will mail out all compliance inspection related billing and the City of Marquette Finance Department will receive the payment of inspection related fees. The invoice for the compliance inspection shall be mailed to the property owner or the designated property management company after the completion of the inspection.

Sec. 26-50. - Certificate of compliance required.

- (a) The fire inspector must inspect rental premises before the certificate of compliance is initially issued. Upon failure of the fire inspector to conduct an inspection, after registration and prior to occupancy, the owner or operator may rent a long-term rental property until a fire inspector has conducted an inspection, and the owner or operator will not be deemed in violation during that time. If, however, the fire inspector's inability to inspect the premises is due to the owner's or operator's action, failure to act, or inability to arrange an inspection after reasonable notice of the intent to inspect, the owner or operator shall not rent the property without a current certificate of compliance as required. If tenants are utilizing the dwelling unit, the fire chief is authorized to require vacation of the dwelling unit.
- (b) Before the expiration date of the certificate of compliance, the city will arrange with the owner or operator for an inspection date and time and said notice shall be by either email or first-class mail to the address as provided by the owner and/or operator.
- (c) The fire inspector shall attempt to inspect the premises before the certificate of compliance expires. Upon failure of the fire inspector to conduct an inspection prior to expiration of the certificate of compliance, the owner or operator may rent the property until the fire inspector has conducted an inspection, and the owner or operator will not be deemed in violation during that time. If, however, the fire inspector's inability to inspect is due to the owner's or operator's action, failure to

act, or refusal to permit an inspection after reasonable notice of the intent to inspect, the owner or operator shall not rent the property without a current certificate of compliance as required. If tenants are utilizing the dwelling unit, the fire chief is authorized to require vacation of the dwelling unit. A certificate of compliance shall expire three years from the date of issuance.

Sec. 26-51. - Additional—Short-term rental specifics.

- (a) No more than 250 approved short-term rental registrations will be issued at one time in the City of Marquette. Properties may not advertise for or be used as short-term rentals without first receiving a registration certificate and receiving a certificate of compliance from the City of Marquette.
- (b) No owner or operator shall advertise, lease, or rent a short-term rental dwelling unit, unless there is a valid certificate of compliance issued by a fire inspector in the name of the owner. If tenants are utilizing the dwelling unit, the fire chief is authorized to require vacation of the dwelling unit. The certificate shall be issued after registration and inspection by a fire inspector to determine that each rental dwelling unit complies with the provisions of the codes of the city.
- (c) Advertising a property as a residential short-term rental shall constitute prima facie evidence of the operation of a residential rental and, if in violation of city code, may be grounds for citation, and/or denial, suspension, or revocation of a certificate of compliance. Advertised occupant capacity shall constitute prima facie evidence of the operation of a residential rental at that capacity and, if in violation of city code, may be grounds for citation for an overcapacity violation, and/or denial, suspension, or revocation of a certificate of compliance. The burden of proof shall be on the owner, operator, or lessee of record to establish that the subject property is being used as a legal residential rental or is not in operation.
- (d) Escape plan.
 - (1) It shall be the responsibility of the property owner to create a legible escape plan showing primary and secondary exits. All escape plans shall be approved by the fire inspector at the time of the compliance inspection.
 - (2) The plan shall be posted in each bedroom of the short-term rental unit, where it is easily visible.
- (e) A maximum occupant capacity for the property shall be calculated at the time of the compliance inspection, using the method detailed in the IPMC and shall be listed on the certificate of compliance.

Sec. 26-52. - Penalty.

- (a) In the event the owner or operator does not correct a violation of any provision of this article, or fails to comply with certificate of compliance stipulations, a fire inspector may revoke any existing certificate of compliance and may bring an action to seek the enforcement of this article by an appropriate legal remedy. Any structure not in compliance with this article is deemed a nuisance per se. Fees and fines will be set forth in the city fee schedule as established by resolution of the city commission.

- (b) Any owner of a rental dwelling unit who fails to register or who fails to obtain a certificate of compliance for each rental dwelling unit shall be responsible for a municipal civil infraction.
- (c) An owner or operator may be charged with more than one violation of the provisions of this article in a single complaint or municipal civil infraction provided each violation so charged, relates to the same property.
- (d) A violation of any provision of this article shall be a municipal civil infraction, assessed against the owner or operator of the rental structure. Each day that a violation exists shall be considered a separate punishable offense.

Sec. 26-53. - Appeal.

- (a) Procedure. Any person with standing shall be permitted to appeal a notice of violation from the City of Marquette Fire Department to the Board of Appeals, when it is claimed that any one or more of the following conditions exist:
 - (1) The true intent of the Adopted Code has been incorrectly interpreted.
 - (2) The provisions of the Adopted Code do not fully apply.
 - (3) A decision is unreasonable or arbitrary as it applies to new alternatives or materials.
- (b) An appeal shall be submitted to the City of Marquette Fire Department in writing within 21 calendar days of the day the notice of violation is served. Failure to file the written notice of appeal within the 21-day period shall be deemed a waiver of the person's right to a hearing or to otherwise contest the notice of violation. An application for appeal shall be accompanied by a fee as set forth in the city fee schedule to cover the city's cost of handling said appeal. The appeal shall outline all of the following:
 - (1) The name, address, and phone number of the appellant.
 - (2) The Adopted Code provision(s) from which relief is sought.
 - (3) A statement indicating which conditions of Sec. 26-53(a) apply.
 - (4) The requested remedy.
 - (5) Justification for the requested remedy stating specifically how the Adopted Code is complied with, public safety is secured, and fire fighter safety is secured.
- (c) Upon timely receipt of an appeal, the City of Marquette Fire Department shall set a time for a hearing before the Board of Appeals and shall give the appellant written notice of the date, time, and location for the hearing. Documentation supporting an appeal shall be submitted to the City of Marquette Fire Department and the Board of Appeals at least 7 calendar days before the appeals board meeting. No information shall be submitted to review by the Board of Appeals without the information being submitted to the City of Marquette Fire Department for their review prior to the hearing date.
- (d) Hearings. Hearings shall be commenced within a reasonable time after an appeal has been filed. At such hearings, the appellant shall be given an opportunity to be heard and to show cause why the notice of violation should be modified or withdrawn. The fire inspector shall be given opportunity to provide information relative to and supportive of charging the violation.

- (e) Decisions and powers of city board of zoning appeals acting as rental code appeal board.
- (1) The Board of Appeals shall provide for the reasonable interpretation of the provision of the Adopted Code and issue rulings on appeals of the decisions of the City of Marquette Fire Department.
 - (2) The ruling of the Board of Appeals shall be consistent with the Adopted Code or when involving issues of clarity, ensuring that the intent of the Adopted Code is met with due consideration for public safety and fire fighter safety.
 - (3) The Board of Appeals shall have the authority to grant alternatives of modifications through procedures outlined in the NFPA-1 Fire Code.
 - (4) The Board of Appeals shall not have the authority to waive the requirements of the Adopted Code, except as specified by the Stille-Derossett-Hale Single State Construction Code Act 230 of 1972.
 - (5) The Board of Appeals decisions shall not be precedent setting.
 - (6) Any Board of Appeal decision will be for this article only and shall not and cannot waive the requirements and provisions of any other ordinance, code, or law.
 - (7) A decision of the Board of Appeals to modify an order of the City of Marquette Fire Department shall be in writing and shall specify the manner in which such modification is made, the conditions upon which it is made, the reasons therefore, and justification linked to specific code sections.
 - (8) A copy of the decision will be sent by mail or delivered in person to the appellant and a copy shall be publicly posted in the office of the City of Marquette Fire Department for 2 weeks after filing.
 - (9) If a decision of the Board of Appeals reverses or modifies a refusal, order, or disallowance of the City of Marquette Fire Department , or varies the application of any provision of the Adopted Code, the City of Marquette Fire Department shall take action immediately in accordance with such decision.
 - (10) The failure of the appellant or his representative to appear and state his case at the hearing shall have the same effect as if no appeal was filed and the board shall proceed to deny the appeal and affirm the notice of violation.
- (f) Meetings. The Board of Appeals shall meet in a fixed place and all meetings shall be open to the public. The board shall keep a record of its proceedings, showing the actions of the board and the vote of each member upon each question considered. These records shall be considered public records.
- (g) Appeal of board decision. The decision of the Board of Appeals shall be final. However, a party aggrieved by the order or decision may appeal the decision to a court of competent jurisdiction as provided by state statutes and court rule.

Secs. 26-54—26-77. - Reserved.

SECTION 3. Effective Date.

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

Jennifer A. Smith, Mayor

Kyle Whitney, City Clerk

Date Adopted: _____

Date Published: _____

ORDINANCE #705
AN ORDINANCE TO AMEND MARQUETTE CITY CODE
CHAPTER 26 – FIRE PREVENTION AND PROTECTION, IN
ORDER TO ESTABLISH A COMMERCIAL FIRE INSPECTION
APPEALS PROCESS

INTENT

The purpose of this ordinance is to establish a local appeals process for commercial fire inspections in the City of Marquette.

The City of Marquette Ordains:

SECTION 1. Adoption.

New Chapter 26 – Fire Prevention and Protection, Article V. – Commercial Fire Safety Code is hereby adopted as follows:

Sec. 26-113. – Purpose.

The city recognizes a compelling interest in establishing standards for the maintenance of sanitary and safe commercial structures. Such standards are an important factor supportive of the general health, safety, and welfare of all its citizens and visitors. This article is designed to promote the continuing maintenance of quality and safe commercial properties, and to enhance and maintain property values.

Sec. 26-114. - Scope

This article shall apply to any premises, structure or part thereof, or equipment being used for commercial purposes.

Sec. 26-115. - Definitions

The following words, terms, and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Adopted Code means any of the codes adopted under Marquette City Code Secs. 10-40 and 26-19.

Board of Appeals means the city board of zoning appeals, with the addition of the Fire Chief as an ex officio member, acting as the city fire prevention codes appeals board.

Fire inspector means the fire department personnel appointed by the fire chief, who are charged with the administration and enforcement of this article, authorized by the fire chief under section 26-82.

Tenant means a person who occupies the premises, but is not the legal owner of record thereof.

Sec. 26-116. – Penalty

- (a) Any premises, structure or part thereof, or equipment not in compliance with this article is deemed a nuisance per se.
- (b) An owner or tenant may be charged with more than one violation of the provisions of this article in a single complaint or municipal civil infraction provided each violation so charged, relates to the same property.
- (c) A violation of any provision of this article shall be a municipal civil infraction, assessed against the owner or tenant of the premises, structure or part thereof, or equipment. Each day that a violation exists shall be considered a separate punishable offense. Repeat violations, failure to repair or eliminate imminently dangerous or life-threatening situations may be cited as misdemeanors.

Sec. 26-117. – Appeals

- (a) Procedure. Any person with standing shall be permitted to appeal a notice of violation from the City of Marquette Fire Department to the Board of Appeals, when it is claimed that any one or more of the following conditions exist:
 - (1) The true intent of the Adopted Code has been incorrectly interpreted.
 - (2) The provisions of the Adopted Code do not fully apply.
 - (3) A decision is unreasonable or arbitrary as it applies to new alternatives or materials.
- (b) An appeal shall be submitted to the City of Marquette Fire Department in writing within 21 calendar days of the day the notice of violation is served. Failure to file the written notice of appeal within the 21-day period shall be deemed a waiver of the person's right to a hearing or to otherwise contest the notice of violation. An application for appeal shall be accompanied by a fee as set forth in the city fee schedule to cover the city's cost of handling said appeal. The appeal shall outline all of the following:
 - (1) The name, address, and phone number of the appellant.
 - (2) The Adopted Code provision (s) from which relief is sought.
 - (3) A statement indicating which conditions of Sec. 26-117(a) apply.
 - (4) A requested remedy.
 - (5) Justification for the requested remedy stating specifically how the Adopted Code is complied with, public safety is secured, and fire fighter safety is secured.
- (c) Upon timely receipt of an appeal, the City of Marquette Fire Department shall set a time for a hearing before the Board of Appeals and shall give the appellant written notice of the date, time, and location for the hearing. Documentation supporting an appeal shall be submitted to the City of Marquette Fire Department and the Board of Appeals at least 7 calendar days before the appeals board meeting. No additional information shall be submitted to review by the Board of Appeals without the information being submitted to the City of Marquette Fire Department for their review prior to the hearing date.
- (d) Hearings. Hearings shall be commenced within a reasonable time after an appeal has been filed. At such hearings, the appellant shall be given an opportunity to be heard and to show cause why the notice of violation should be modified or withdrawn. A fire inspector shall be given opportunity to provide information relative to and supportive of charging the violation.

- (e) Decisions and powers.
 - (1) The Board of Appeals shall provide for the reasonable interpretation of the provision of the Adopted Code and issue rulings on appeals of the decisions of the City of Marquette Fire Department.
 - (2) The ruling of the Board of Appeals shall be consistent with the letter of the Adopted Code or when involving issues of clarity, ensuring that the intent of the Adopted Code is met with due consideration for public safety and fire fighter safety.
 - (3) The Board of Appeals shall have the authority to grant alternatives of modifications through procedures outlined in the NFPA-1 Fire Code.
 - (4) The Board of Appeals shall not have the authority to waive the requirements of the Adopted Code, except as specified by the Stille-Derossett-Hale Single State Construction Code Act 230 of 1972.
 - (5) The Board of Appeals decisions shall not be precedent setting.
 - (6) Any Board of Appeal decision will be for this article and shall not and cannot waive the requirements and provisions of any other ordinance, code, or law.
 - (7) A decision of the Board of Appeals to modify an order of the City of Marquette Fire Department shall be in writing and shall specify the manner in which such modification is made, the conditions upon which it is made, the reasons therefore, and justification linked to specific code sections.
 - (8) A copy of the decision will be sent by mail or delivered in person to the appellant and a copy shall be publicly posted in the office of the City of Marquette Fire Department for 2 weeks after filing.
 - (9) If a decision of the Board of Appeals reverses or modifies a refusal, order, or disallowance of the City of Marquette Fire Department, or varies the application of any provision of the Adopted Code, the City of Marquette Fire Department shall take action immediately in accordance with such decision.
 - (10) The failure of the appellant or his representative to appear and state his case at the hearing shall have the same effect as if no appeal was filed and the board shall proceed to deny the appeal and affirm the notice of violation.
- (f) Meetings. The Board of Appeals shall meet in a fixed place and all meetings shall be open to the public. The board shall keep a record of its proceedings, showing the actions of the board and the vote of each member upon each question considered. These records shall be considered public records.
- (g) Appeal of board decision. The decision of the Board of Appeals shall be final. However, a party aggrieved by the order or decision may appeal the decision to a court of competent jurisdiction as provided by state statutes and court rule.

Secs. 26-118—26-141. - Reserved.

SECTION 3. Effective Date.

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

Jennifer A. Smith, Mayor

Kyle Whitney, City Clerk

Date Adopted: _____

Date Published: _____

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 8/8/2022

New Business

EV Smart Communities Commitment Letter

BACKGROUND:

EV Smart Communities is a recognition program designed to provide communities with a roadmap to electric vehicle (EV) readiness, including securing funding and getting projects off the ground. The path to becoming EV ready involves a portfolio of best practices and actions that include both simple steps and more complicated initiatives that makes it possible for any community to participate.

The program provides flexibility for individual community priorities and institutional capacity. Participating communities will create an environment of peer communities to work together and establish new EV markets and benefit residents and businesses in their local communities.

Successful community participants will be recognized for their work to accelerate local adoption of EVs, while benefiting the economic, social, and environmental vitality of their community. Communities pursuing EV Smart certification will receive the following benefits:

- Technical assistance
- Roadmap for securing both state and federal funding sources
- Partnership development with local electric utilities and other private partners
- Recognition as an “EV Smart Community” program participant

To participate in this program, a letter of commitment needs to be approved by the governing body of the organization. The program will pick 25 communities to participate, half of which will be rural based.

The EV Smart Communities program is led by Clean Fuels Ohio, the Ecology Center, Michigan Municipal League, and the Great Plains Institute. It is funded by General Motors’ Climate Equity Fund.

FISCAL EFFECT:

None by this action. Opportunities provided by this program may require financial commitments from the City in the future, as approved by the City Commission.

RECOMMENDATION:

Approve the letter of commitment to the EV Smart Communities program and authorize the Mayor to sign.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Letter

August 8, 2022

Great Plains Institute
2801 21st Ave
Suite 220
Minneapolis, MN 55407



Dear EV Smart Communities Program Administrators,

On behalf of the City of Marquette, I am proud to announce our commitment to become an EV-Ready certified community. In partnership with the EV Smart team, the City of Marquette's dedicated staff members will work to accelerate local adoption of EVs and ensure equitable deployment of EV charging infrastructure.

The EV Smart Communities Program builds upon our community's participation in the MiNextCities sustainability pilot project, which will support clean development and climate planning in Michigan cities, starting with Marquette, Flint, and Dearborn.

The City of Marquette will leverage EV Smart to achieve the following goals:

- Address EV's in area plans
- Addressing public education on EV resources and infrastructure.
- Exploring the electrification of the public fleet.

These efforts demonstrate that our community is committed to driving continual improvement in our community's EV readiness.

In order to measure progress along the way, the City of Marquette will track key metrics related to EV and infrastructure deployment.

Inquiries related to the City of Marquette's EV Smart Communities participation can be directed to Sean Hobbins at shobbins@marquettemi.gov or 906-225-8104.

Sincerely,

Jennifer A. Smith, Mayor
City of Marquette