



CITY OF MARINE CITY

Planning Commission Meeting Agenda

260 South Parker Street

Rescheduled Meeting: Monday, March 18, 2024 6:00 PM

1. **CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE**
3. **ROLL CALL:** Commissioners Graham Allan, William Beutell, Andrew Pakledinaz, Madelyn McCarthy, Max Bade, Joseph Moran; City Commissioner William Klaassen; City Manager Scott Adkins
4. **COMMUNICATIONS**
5. **APPROVE AGENDA**
6. **PUBLIC COMMENT** *Anyone in attendance is welcome to address the Planning Commission. Please state name and limit comments to five (5) minutes.*
7. **APPROVE MINUTES**
 - A. February 12, 2024 Meeting Minutes
8. **PUBLIC HEARING ITEM NUMBER 1**
 - A. 425 Jefferson (parcel # 02-475-0110-000) Special Land Use Application
9. **PUBLIC HEARING ITEM NUMBER 2**
 - A. 2006 S. Parker St. (parcel # 02-012-3004-000) Application for a Planned Development
10. **UNFINISHED BUSINESS**
 - A. 425 Jefferson (parcel # 02-475-0110-000) Special Land Use Application
 - B. 2006 S. Parker (parcel # 02-012-3004-000) Application for a Planned Development
 - C. Master Plan
11. **NEW BUSINESS**
12. **OPEN DISCUSSION**
13. **ADJOURNMENT**

**City of Marine City
Planning Commission Meeting Minutes
February 12, 2024**

A regular scheduled meeting of the Marine City Planning Commission was held on Monday, February 12, 2024 at 260 South Parker Street, and was called to order by Chairperson Moran at 6:05 pm.

The Pledge of Allegiance was led by Chairperson Moran.

Present: Chairperson Joseph Moran; Commissioners Graham Allan, Madelyn McCarthy, William Klaassen, William Beutell, Max Bade, Andrew Pakledinaz; City Manager Adkins; Deputy Clerk Michele Goodrich

Absent: None.

Communications

None.

Approve Agenda

Motion by Commissioner Beutell, seconded by Commissioner Klaassen, to approve the agenda with moving of 9:A to 8A. All Ayes. Motion Carried.

Public Comment

None.

Approve Minutes

Motion by City Commissioner Allan, seconded by Commissioner Pakledinaz, to approve the November 13, 2023 meeting minutes. All Ayes. Motion Carried.

New Business

425 Jefferson (parcel # 02-475-0110-000) Special Land Use Application

Applicants Joshua Mills and Kelly Grove presented their Special Land Use application requesting that the Board consider the repurposing of 425 Jefferson to be used as an office incubator space.

City Manager Adkins stated that school buildings and churches were historically always located in residential areas and zoned residential and that problems arose when the intended use no longer

existed and cities then faced the issue of how to use the property. He informed the Board that in 2006 Michigan adopted the Zoning Enabling Act, which allowed for conditional or contract zoning. Marine City adopted conditional rezoning in 2019, §160.306, which was the platform under which the applicants may request consideration for conditional zoning.

City Manager Adkins stated that the request submitted for 425 Jefferson would change the zoning and allowable use of the property only as it pertained to the conditional request and would leave it to the City Commission to adopt the conditional zoning as an ordinance. He advised that it was not permanent zoning and if the business ceased to exist, or was sold, the zoning would revert back to the original zoning of the property; the change would not stay with the land. He informed the Board that Marine City allowed for special land use under the adaptive reuse of an existing structure and the Planning Commission would require a site plan to be presented under conditional zoning. City Manager Adkins advised that the purpose of the initial application presentation was to establish a Public Hearing date to receive community input.

Chairperson Moran questioned how many employees would be on site. Mr. Mills responded that there were no employees, just the tenants who had membership agreements and that historically they only utilized the offices 2-3 days per week.

City Manager Adkins advised the applicants to address parking and hours of use in their site plan submission.

Motion by City Commissioner Beutell, seconded by Commissioner Klaassen, to set the Public Hearing for 425 Jefferson Special Land Use at the next scheduled meeting. All Ayes. Motion Carried.

Unfinished Business

Master Plan

Lauren, on behalf of McKenna, informed the Board that the Master Plan documents presented were a rough draft and not in completed form. She requested feedback on the major themes, proposed future land uses and action plans.

Chairperson Moran questioned the presentation of the document and suggested a change in the syntax to reflect a first person narrative approach. City Manager Adkins stated that he was used to seeing a summary of goals and objectives with instructions on how to achieve them and that he would like recommendations for consideration for zoning ordinances to be included that addressed form based code and mixed use ordinances. Lauren stated that the Master Plan was being presented with goals that are actionable and not so much aspirational. Commissioner Beutell referenced several missing and outdated pieces information. Commissioner Allan suggested more emphasis on housing needs with stronger and more specific statements. Chairperson Moran referenced several graphic charts and corresponding narratives that he would like clarified so that they were easily understood by the

community. Lauren encouraged the Planning Commission to review the Master Plan and Master Recreation Plan and provide edits to the City Manager within the next two weeks so that the document may be updated and re-reviewed at the next Planning Commission Meeting.

Open Discussion

Set Public Hearing

City Manager Adkins informed the Board that in addition to the 425 Jefferson Special Land Use Public Hearing, the applicants for the proposed planned unit apartment development requested to move forward with their project, which also required a Public Hearing. He stated that the apartment applicants were not available to attend the 03/11/2024 meeting and to accommodate both projects, suggested the Planning Commission meeting be rescheduled for 03/18/2024.

Motion by Commissioner Allan, seconded by Commissioner Beutell, to cancel the 03/11/2024 meeting and reschedule for 03/18/2024. All Ayes. Motion Carried.

Adjournment

Motion by Commissioner Beutell, seconded by Commissioner McCarthy, to adjourn at 7:42 pm. All Ayes. Motion Carried.

Respectfully submitted,

Michele E. Goodrich
Administrative Assistant

Jason Bell
City Clerk



City of Marine City
 Building Department
 260 S Parker St.
 Marine City, MI 48039
 (810) 765-9011
 buildingdepartment@cityofmarinecity.org

10-A SITE PLAN REVIEW
 APPLICATION AND SUBMITTAL
 CHECKLIST FOR PLANNING
 COMMISSION

Cash Receiving Code: Plan Com

Application Fees: \$300.00 Single & Multi-Family (up to 3 units)
 \$400.00 Commercial, Industrial, Subdivisions, Condos, Multi-Family (4 or more units)
 \$400.00 Special Use Application

When this completed application is filed in conjunction with the site plan for the proposed development, it will serve to initiate processing of the plans in accordance with the review procedure as described in the City of Marine City Zoning Ordinance. The engineer, architect, planner and/or designer retained to develop the site plan shall be responsible for securing a copy of the City of Marine City Zoning Ordinances, which are available on the City's website at www.cityofmarinecity.org, and complying with the various requirements therein. Further, these professionals shall make themselves aware of all master plan requirements including, major thoroughfares, land use, recreation, etc. Be sure to complete each applicable section of this application, omission of any required information will delay the review process. Applicant will reimburse the City of Marine City for all planning Consultant fees and Engineering Consultant fees associated with this application prior to being placed on the agenda.

Applicant Name(s): Joshua Mills / Kelly Leove

Applicant Address: _____
 Phone: _____ Email: INFO@WRKINGSPEACE.COM

Property Owner Name(s): WRKINGSPEACE GROUP LLC

Property Owner Address: _____
 Phone: 566.422.1840 Fax: _____ Email: INFO@WRKINGSPEACE.COM

Name of Proposed Development: WRKING SPACE - MARINE CITY

Address of Development: 425 JEFFERSON AVE.

Parcel No.: 02-475-0110-000 Description of Development: New Addition

Copy of Legal Description Attached

Proposed Use: OFFERING PRIVATE OFFICES/CO-WORKING MEMBERSHIPS ON A MONTH-TO-MONTH BASIS w/ ALL AMENITIES INCLUDED. PREFERRED PARKING FOR ALL LEVELS OF BUSINESS, INDIVIDUALS, & ORGANIZATIONS.

I (We) hereby attest that all of the information provided in this application and attachments submitted, are true and correct to the best of my (our) knowledge and belief.

Applicant's Signature: _____ Date: 1.11.24

Owner's Signature: _____ Date: 1.11.24

Site Plan Preparer Signature: _____ Date: _____

If petitioner is not the owner, state the basis for representation (i.e. Attorney, Representative, Option-to-Buy, etc.): _____

WRKINGSPACE

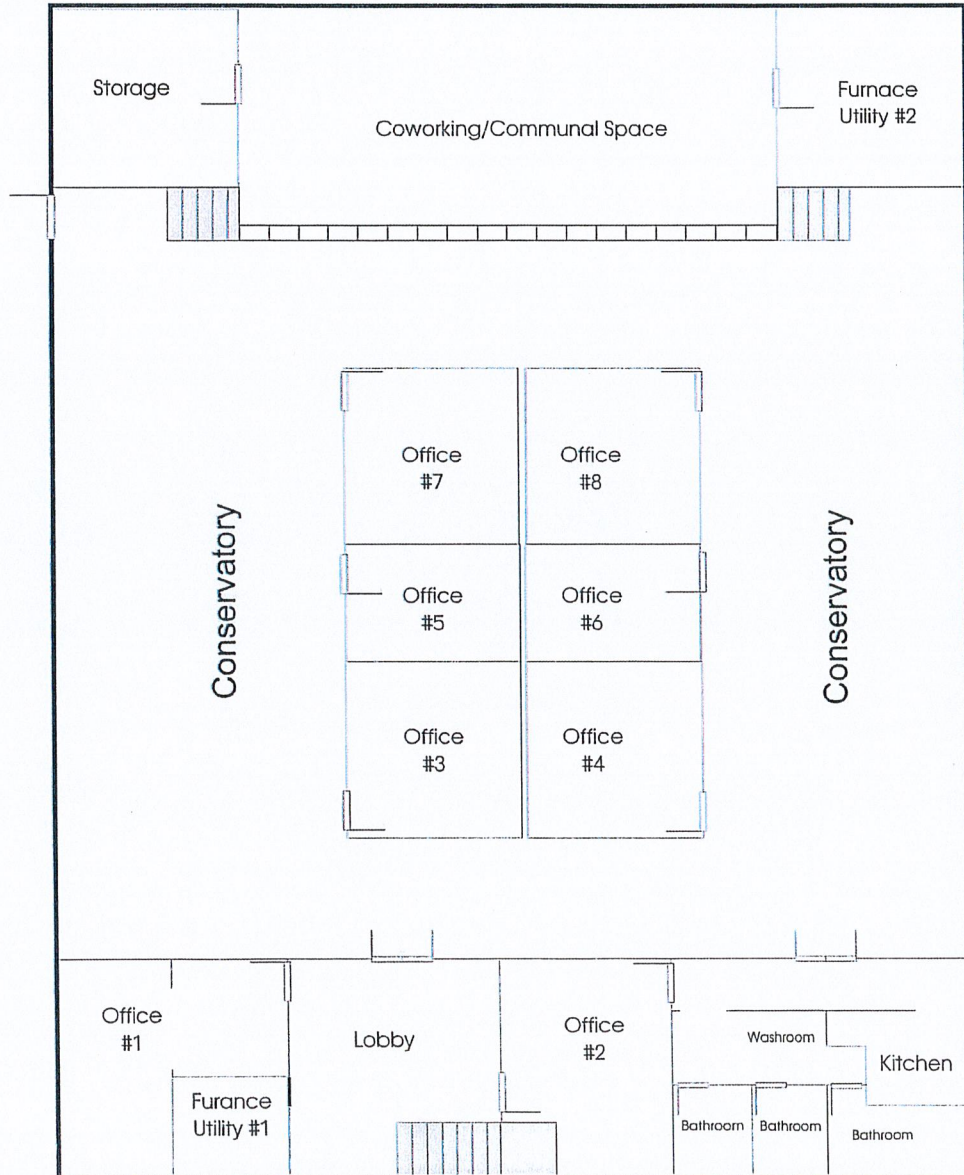
Wrking Space Proposal

425 Jefferson
Marine City, Michigan



WRKINGSPACE

Potential Floor Plan



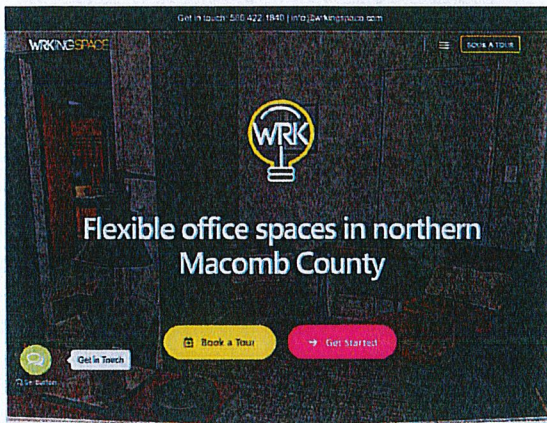
WRKINGSPACE

Inspiration Ideas



WRKINGSPACE

Website WRKINGSpace.com



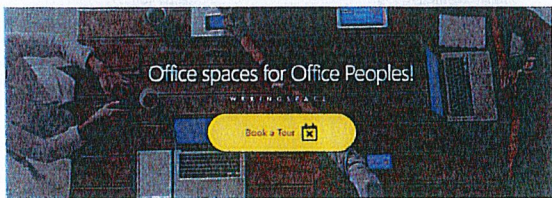
Features

- CLIENTS WELCOME**
Most open office spaces for your clients and visitors. A common area with a variety of desks to choose from.
- BUSINESS CLASS INTERNET**
High speed internet (up to 100 Mbps) provided throughout the workspace and private offices.
- HANDICAP ACCESS**
Full building access to meeting rooms, collaborative areas, lounges, and kitchen. Thinking up parking available.
- PLENTIFUL PARKING**
Plenty of spaces to park, some with reserved street parking for our tenants.
- KITCHEN + BEVERAGES**
Full kitchen complete with fridge, microwave, plenty of cabinet storage, and plenty of seats. Coffee and fresh drinking water available.
- COLLABORATIVE SPACES**
Whether you desire an private office, dedicated desk, or flexible space option, you have full use of our collaborative areas.
- EVENT / MEETING SPACE**
Dedicated Office and Desk addresses can book the coworking / event space after hours weekdays and on weekends.

Choose from dedicated offices or flexible spaces.

Book a tour to see what we have to offer.

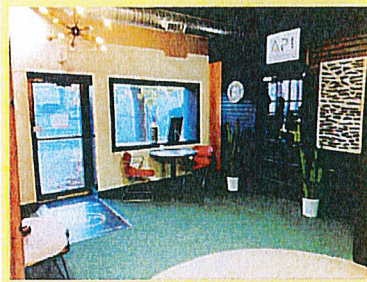
- Experience Collaboration**
Private office or flex office space. Either way, you have use of all our open spaces.
- Work with Ease**
Flexing from commitments, you will have an environment, just seconds to month-long flexibility.
- Great Community**
Great thought space discussions. Also, visit the local small town shops and restaurants.



Pricing

FLEX SPACE WORKWEEK	DEDICATED DESK FULL ACCESS	PRIVATE OFFICE FULL ACCESS
\$45+ / month	\$225 / month	\$325+ / month
<ul style="list-style-type: none"> + Shared Space / Coworking + 8am-5pm Weekday Access + Use of Open Areas + High-speed Wifi + Special Student Pricing + Use of amenities (Features Above) 	<ul style="list-style-type: none"> + Dedicated desk + Shared Locking Room + Available Locking Storage + 24 Hour access including Weekends + Use of Open Areas + Business Wifi + Use of amenities (Features Above) 	<ul style="list-style-type: none"> + Dedicated Office + Private Locking Room + 24 Hour access including Weekends + 24/7 Fed. Ex & UPS Deliveries + Use of Open Areas + Business Wifi + Use of amenities (Features Above)
SEE PACKAGES	GET STARTED	VIEW OFFICES

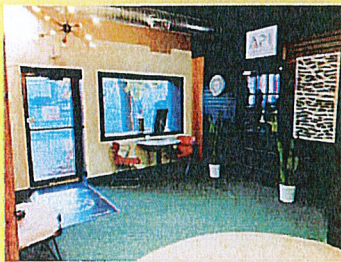
WRKINGSPACE



ABOUT OUR OFFICES...

Our Private offices are available for short term or long term usage. We don't make you sign a long term commitment, but that doesn't mean you can't stay as long as you want. With 24/7 access you can come and go as you please. Evenings and weekends, Private office members can also book our open area for meetings or networking. All located right in a quiet walkable small town!

[BOOK A TOUR](#)



ABOUT OUR COWORKING...

Our Coworking Memberships are available for short term or long term usage. We don't make you sign a long term commitment, but that doesn't mean you can't stay as long as you want. Flex space members get 1 to 5 workweek days of access to come and go as you please. Upgrade to 24/7 access with a dedicated desk! Cafes, restaurants, banking, and shops within walking distance. Flex Day pass for drop-ins available as well.

[BOOK A TOUR](#)

Handicap accessibility option for stairs

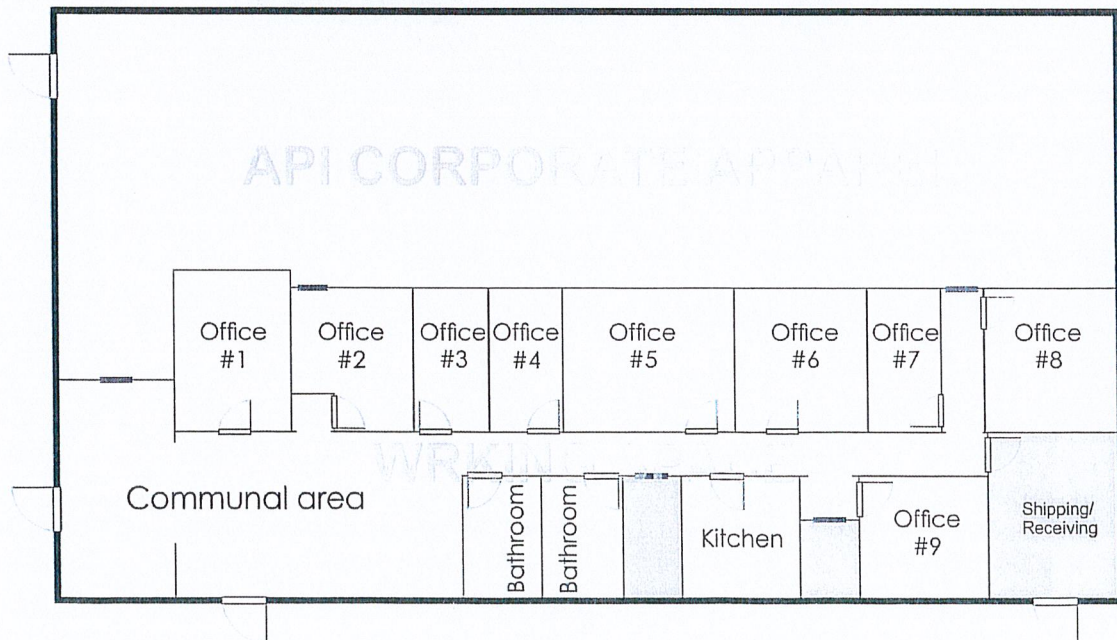


Parking Thoughts

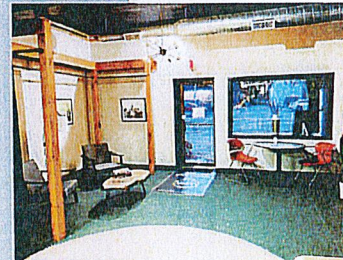
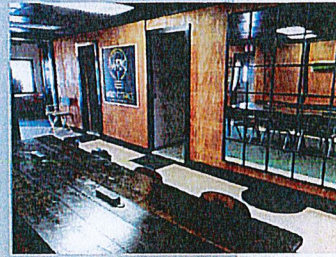
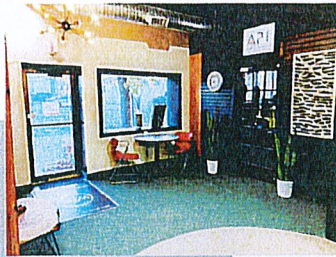
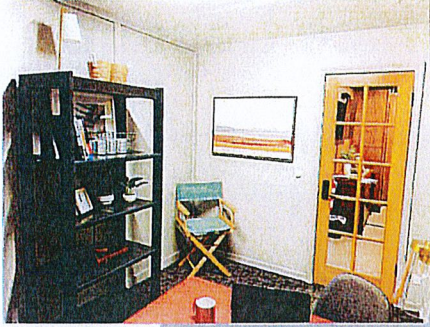


WRKINGSPACE

Armada WRKING Space Location



WRKINGSPACE





Membership Agreement

Sample of Armada Location

WRKing Space offers a shared, community-driven workspace for location-independent workers. It exists because of you and for you. As a member, you will not just be a customer of WRKing Space; you'll be an active part of what WRKing Space is and does for you and for others.

Membership Features

Below are some, but not all, of the benefits members receive as part of their membership:

All Memberships

- Access to high-speed wireless internet
- Use of all common areas
- Access to the space during normal operating hours for work week memberships (8:00am-5:00pm Monday thru Friday for flexible spaces, and 24/7 for dedicated desks and private offices.)

Flex Day (\$19/day)

People interested in dropping in for the day can do so for a day rate, provided there is sufficient space. Contact us ahead of time for availability at info@wrkingspace.com.

Flex Space - Light - 2 Work Days (\$75/month)

- Access up to two days, 8am-6pm, M-F per calendar week
- Discount on additional days (\$15 per additional day)

Flex Space - Work Week (\$150/month)

- Access up to five work week days, 8am-6pm, M-F per calendar week
- Discount on additional days (\$15 per additional day)

Dedicated Desk - Shared Space (\$225/month)

- Access to extended hours 7 days per week
- Lockable shared space, private lockable storage
- Limited use of meeting / event areas (evenings and weekends)

WRKINGSPACE

Private Office #_ (\$___/month)

- Access 24 hour access, 7 days per week
- Dedicated Lockable Office
- Use our address to receive UPS and Fed-ex shipments 24/7
- Limited use of meeting / event areas (evenings and weekends)

Payment Terms & Options

The following outlines how payments are handled:

Dates

- All membership payments are due on the first business day of each month.
- WRKING Space reserves the right to charge late fees and/or withhold services if payments are not received on time.

Payment Methods

- Members may pay via Cash, Check, or Credit. Invoice will be emailed monthly.

Choose A Membership Level

Please indicate the quantity of memberships, if applicable.

___ Flex Space Light Membership (\$75/month)

___ Flex Space Work Week Membership (\$150/month)

___ Dedicated Desk (\$225/month)

___ Dedicated Office #___

I have paid \$___ in advance, which includes 50% of one month as a refundable security deposit and ___ months of membership..

Membership will commence _____



Terms of Use

Our community space works because we all commit to making it work together.

It's important that you read these terms carefully to understand your rights and protections, as well as ours. Please contact us at info@wrkingspace.com if you have questions regarding this TOU.

1. Acceptance of Terms.

The services WRKING Space, LLC ("WRKING Space") provides to you, the undersigned (including but not limited to use of office space and access to Internet), are subject to the following Terms of Use ("TOU").

WRKING Space reserves the right to update the TOU at any time. WRKING Space will attempt to contact you to notify you of any updates within 30 days of their enactment using the contact information provided in the Membership Agreement.

2. Description of Services.

WRKING Space may provide you with access to office space, work stations, Internet access, office equipment, conference space, knowledge resources, and other services as WRKING Space may provide from time to time (collectively, "Services"). The Services at all times are subject to the TOU.

3. No Unlawful or Prohibited Use.

As a condition of your use of the Services, you will not use the Services for any purpose that is unlawful or prohibited by these terms, conditions and notices. You may not use the Services in any manner that could damage, disable, overburden, or impair any WRKING Space server, or the network(s) connected to any WRKING Space server, or interfere with any other party's use and enjoyment of any Services. You may not attempt to gain unauthorized access to any Services, or accounts, computer systems or networks connected to any WRKING Space server or to any of the Services, through hacking, password mining or any other means. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the Services.

You hereby represent and warrant that you have all requisite legal power and authority to enter into and abide by the terms and conditions of this TOU and no further authorization or approval is necessary. You further represent and warrant that your participation or use of the Services will not conflict with or result in any breach of any license, contract, agreement or other instrument or obligation to which you are a party.



4. Use of services.

You agree that when participating in or using the Services, you will not:

- a. Use the Services in connection with contests, pyramid schemes, chain letters, junk email, spamming or any duplicative or unsolicited message (commercial or otherwise);
- b. Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others;
- c. Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, obscene, indecent or unlawful topic, name, material or information on or through WRKING Space Services;
- d. Upload, or otherwise make available, files that contain images, photographs, software or other material protected by intellectual property laws, including, by way of example, and not as limitation, copyright or trademark laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consent to do the same;
- e. Use any material or information, including images or photographs, which are made available through the Services in any manner that infringes any copyright, trademark, patent, trade secret, or other proprietary right of any party;
- f. Upload files that contain viruses, Trojan Horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs that may damage the operation of another's computer or property of another;
- g. Download any file(s) that you know, or reasonably should know, cannot be legally reproduced, displayed, performed, and/or distributed in such manner;
- h. Restrict or inhibit any other user from using and enjoying the Services;
- i. Violate any code of conduct of other guidelines which may be applicable for any particular Service;
- j. Harvest or otherwise collect information about others, including email addresses, without the authorization or consent of the disclosing party;
- k. Violate any applicable laws or regulations; and
- l. Create a false identity for the purpose of misleading others.

5. WRKING Space reserves the right at all times to disclose any information about you, your participation in and use of the Services as WRKING Space deems necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in WRKING Space's sole discretion.



6. Confidentiality.

- a. You acknowledge and agree that during your participation in and use of the Services you may be exposed to Confidential Information. "Confidential Information" shall mean all information, in whole or in part, that is disclosed by WRKing Space, or any participant or user of the Services or any employee, affiliate, or agent thereof, that is nonpublic, confidential or proprietary in nature.

Confidential Information also includes, without limitation, information about business, sales, operations, know-how, trade secrets, technology, products, employees, customers, marketing plans, financial information, services, business affairs, any knowledge gained through examination or observation of or access to the facilities, computer systems and/or books and records of WRKing Space, any analyses, compilations, studies or other documents prepared by WRKing Space or otherwise derived in any manner from the Confidential Information and any information that you are obligated to keep confidential or know or has reason to know should be treated as confidential.

- b. Your participation in and/or use of the Services obligates you to
 - I. maintain all Confidential Information in strict confidence;
 - II. not to disclose Confidential Information to any third parties;
 - III. not to use the Confidential Information in any way directly or indirectly detrimental to WRKing Space, or any participant or user of the Services.
- c. All Confidential Information remains the sole and exclusive property of WRKing Space or the respective disclosing party. You acknowledge and agree that nothing in this TOU or your participation or use of the Services will be construed as granting any rights to you, by license or otherwise, in or to any Confidential Information or any patent, copyright or other intellectual property or proprietary rights of WRKing Space, or any participant or user of the Services.

7. Participation In or Use of Services.

You acknowledge that you are participating in or using the Services at your own free will and decision. You acknowledge that WRKing Space does not have any liability with respect to your access, participation in, use of the Services, or any loss of information resulting from such participation or use.

8. Disclaimer of Warranties.

To the maximum extent permitted by applicable law, WRKing Space provides the services "as is" and with all faults, and hereby disclaim with respect to the services all warranties and conditions, whether express, implied or statutory, including, but not limited to, any (if any) warranties, duties or conditions of or related to: merchantability, fitness for a particular purpose, lack of viruses, accuracy or completeness of responses, results, workmanlike effort and lack of negligence. Also, there is no warranty, duty or



condition of title, quiet enjoyment, quiet possession, correspondence to description or non-infringement. The entire risk as to the quality, or arising out of participation in or the use of the services, remains with you.

9. Exclusion of Incidental, Consequential and Certain Other Damages.

To the maximum extent permitted by applicable law, in no event shall WRKing Space or its subsidiaries (whether or not wholly-owned), affiliates, divisions, and their past, present and future officers, agents, shareholders, members, representatives, employees, successors and assigns, jointly or individually be liable for any direct, special, incidental, indirect, punitive, consequential or other damages whatsoever (including, but not limited to, damages for: loss of profits, loss of confidential or other information, business interruption, personal injury, loss of privacy, failure to meet any duty (including of good faith or of reasonable care), negligence, and any other pecuniary or other loss whatsoever) arising out of or in any way related to the participation in or inability to participate in or use of the services, the provision of or failure to provide services, or otherwise under or in connection with any provision of this agreement, even in the event of the fault, tort (including negligence), strict liability, breach of contract or breach of warranty of WRKing Space, and even if WRKing Space has been advised of the possibility of such damages. Because some states/jurisdictions do not allow the exclusion or limitation of liability, for consequential or incidental damages, the above limitation may not apply to you.

10. Limitation of Liability and Remedies.

Notwithstanding any damages that you might incur for any reason whatsoever (including, without limitation, all damages referenced above and all direct or general damages), the entire liability of WRKing Space or its subsidiaries (whether or not wholly-owned), affiliates, divisions, and their past, present and future officers, agents, shareholders, members, representatives, employees, successors and assigns under any provision of this TOU and your exclusive remedy for all of the foregoing shall be limited to actual damages incurred by you based on reasonable reliance up to ten dollars (USD \$10.00). The foregoing limitations, exclusions and disclaimers (including sections 8 and 9 above) shall apply to the maximum extent permitted by applicable law, even if any remedy fails its essential purpose.

11. Termination.

WRKing Space reserves the right to terminate any Service at any time. WRKing Space further reserves the right to terminate your participation in and use of any Services, immediately and without notice, if you fail to comply with the TOU.



12. Indemnification.

You release, and hereby agree to indemnify, defend and save harmless WRKING Space and WRKING Space's subsidiaries (whether or not wholly-owned), affiliates, divisions, and their past, present and future officers, agents, shareholders, members, representatives, employees, successors and assigns, jointly and individually, from and against all claims, liabilities, losses, damages, costs, expenses, judgments, fines and penalties based upon or arising out of your negligent actions, errors and omissions, willful misconduct and fraud in connection with the participation in or use of the Services. You further agree in the event that you bring a claim or lawsuit in violation of this agreement, you shall be liable for any attorneys' fees and costs incurred by WRKING Space or its respective officers and agents in connection with the defense of such claim or lawsuit.

14. Severability.

In the event that any provision or portion of this TOU is determined to be invalid, illegal or unenforceable for any reason, in whole or in part, the remaining provisions of this TOU shall be unaffected thereby and shall remain in full force and effect to the fullest extent permitted by applicable law.

15. Insurance.

WRKING Space will carry General Liability insurance. As a user, it is strongly suggested that you carry a Renters Insurance policy to cover your own equipment while using our space. That policy may cover your current residence/office, as well as the premises of WRKING Space.

16. Fee Increases

We may increase the membership fee at our discretion. We will inform you of any increase no later than 60 days prior to the effective date of the increase. You will pay the new amounts as of and after that date.

17. Facility Use

17.1 Care and Maintenance

We will maintain the Facility and the equipment made available to you in good condition and repair. You will use due care at the Facility and any workspace you use. You will keep your workspace clean and in good order, and use it in compliance with any policies or guidelines we give you. You will let us know promptly if you or others damage the Facility or any workspace, and you will cooperate with us to repair the damage if necessary.

WRKINGSPACE

17.2 No Animals

No animals are permitted in the Facility for any reason, with the exception of service and therapy dogs.

17.3 Compliance with Laws and Client Policies

You will comply with all applicable laws applicable including, without limitation, laws relating to fire safety and materials use, public health, mail or wire fraud, and any other Client policies or guidelines.

17.5 Media Release

We may film, tape, photograph, interview, and otherwise document the coworking or meeting, event, and spaces in the Facility. We'll make reasonable efforts to notify you in advance if these materials will include you, your guests, or your workspace.

17.6 Common Areas

You have access to the common areas in the Facility, including bathrooms and communal kitchen. We ask you to use these common areas in a respectful manner, including helping to keep them clean and ready for use by others.

17.7 Noise

You acknowledge that the Facility is located within a multi-tenant complex. You will maintain a reasonable volume and will reduce your volume at our instruction.

17.8 Conduct

You will be responsible for your own conduct and your guests' conduct. You will ensure that you and your guests:

- a. not use drugs, smoke, or vape in the Facility or within 25 feet of the building entrance
- b. not engage in violence of any kind in the Facility
- c. not bring firearms, other weapons, or illegal substances of any kind into the Facility
- d. not engage in conduct deemed disorderly at the sole discretion of Client staff and use the Facility in a considerate manner at all times.

Signature requirement on next page

§ 160.306 CONDITIONAL REZONING.

(A) *Intent.* It is recognized that there are certain instances where it would be in the best interests of the city, as well as advantageous to property owners seeking a change in zoning boundaries, if certain conditions could be proposed by property owners as part of a request for a rezoning. It is the intent of this section to provide a process consistent with the provisions of § 405 of Public Act 110 of 2006, as amended, by which an owner seeking a rezoning may voluntarily propose conditions regarding the use and/or development of land as part of the rezoning request.

(B) *Application and offer of conditions.*

(1) An owner of land may voluntarily offer in writing conditions relating to the use and/or development of land for which a rezoning is requested. This offer may be made either at the time the application for rezoning is filed or may be made at a later time during the rezoning process.

(2) The required application and process for considering a rezoning request with conditions shall be the same as that for considering rezoning requests made without any offer of conditions, except as modified by the requirements of this Section.

(3) The owner's offer of conditions may not purport to authorize uses or developments not permitted in the requested new zoning district.

(4) The owner's offer of conditions shall bear a reasonable and rational relationship to the property for which rezoning is requested.

(5) Any use or development proposed as part of an offer of conditions that would require a special land use permit under the terms of this ordinance may only be commenced if a special land use permit for such use or development is ultimately granted in accordance with the provisions of this ordinance.

(6) Any use or development proposed as part of an offer of conditions that would require a variance under the terms of this ordinance may only be commenced if a variance for such use or development is ultimately granted by the Board of Appeals in accordance with the provisions of this ordinance.

(7) Any use or development proposed as part of an offer of conditions that would require site plan approval under the terms of this ordinance may only be commenced if site plan approval for such use or development is ultimately granted in accordance with the provisions of this ordinance.

(8) The offer of conditions may be amended during the process of rezoning consideration provided that any amended or additional conditions are entered voluntarily by the owner. An owner may withdraw all or part of its offer of conditions any time prior to final rezoning action of the City Commission provided that, if such withdrawal occurs subsequent to the Planning Commission's public hearing on the original rezoning request, then the rezoning application shall be referred to the Planning Commission for a new public hearing with appropriate notice and a new recommendation.

(C) *Planning Commission review.* The Planning Commission, after public hearing and consideration of the standards for approval set forth in Subsection (E), may recommend approval, approval with recommended changes or denial of the rezoning; provided, however, that any recommended changes to the offer of conditions are acceptable to and thereafter offered by the owner.

(D) *City Commission review.* After receipt of the Planning Commission's recommendation, the City Commission shall deliberate upon the requested rezoning and may approve or deny the conditional rezoning request. The City Commission's deliberations shall include, but not be limited to, a consideration of the standards for approval set forth in Subsection (E). Should the City Commission consider amendments to the proposed conditional rezoning advisable and if such contemplated amendments to the offer of conditions are acceptable to and thereafter offered by the owner, then the City Commission shall, in accordance with Public Act 110 of 2006, as amended, refer such amendments to the Planning Commission for a report thereon within a time specified by the City Commission and proceed thereafter in accordance with said statute to deny or approve the conditional rezoning with or without amendments.

(E) *Factors.* In reviewing an application for the rezoning of land where there is an offer of conditions, factors that should be considered by the Planning Commission and the City Commission shall include the following:

(1) Whether the proposed rezoning is consistent with the goals, policies and Future Land Use Map of the City of Marine City Master Plan;

(2) The compatibility of all the potential uses allowed in the proposed zoning district with surrounding land uses and zoning districts in terms of land suitability, impacts on the environment, density, and influence on property values;

(3) Whether any public services and facilities would be significantly adversely impacted by a development or use allowed under the requested rezoning. Consideration of impact on drains and roads is specifically required; and,

(4) Whether the uses allowed under the proposed rezoning would be equally or better suited to the area than uses allowed under the current zoning of the land.

(F) *Approval.*

(1) If the City Commission finds the rezoning request and offer of conditions acceptable, the offered conditions shall be incorporated into a formal written statement of conditions acceptable to the owner and conforming in form to the provisions of this section. The statement of conditions shall be incorporated by attachment or otherwise as an inseparable part of the ordinance adopted by the City Commission to accomplish the requested rezoning.

(2) The statement of conditions shall:

(a) Be in a form recordable with the Register of Deeds of St Clair County or, in the alternative, be accompanied by a recordable Affidavit or Memorandum prepared and signed by the owner giving notice of the statement of conditions in a manner acceptable to the City Commission.

(b) Contain a legal description of the land to which it pertains.

(c) Contain a statement acknowledging that the statement of conditions runs with the land and is binding upon successor owners of the land.

(d) Incorporate by attachment or reference any diagram, plans or other documents submitted or approved by the owner that are necessary to illustrate the implementation of the statement of conditions. If any such documents are incorporated by reference, the reference shall specify where the document may be examined.

(e) Contain a statement acknowledging that the statement of conditions or an affidavit or memorandum giving notice thereof shall be recorded with the Register of Deeds of St Clair County by the owner with a copy of the recorded document provided to the city within 45 days of its recording.

(f) Contain the notarized signatures of all of the owners of the subject land preceded by a statement attesting to the fact that they voluntarily offer and consent to the provisions contained within the statement of conditions.

(3) Upon the rezoning taking effect, the Zoning Map shall be amended to reflect the new zoning classification along with a designation that the land was rezoned with a Statement of Conditions. The City Clerk shall maintain a listing of all lands rezoned with a statement of conditions.

(4) The approved statement of conditions or an affidavit or memorandum giving notice thereof shall be filed by the owner with the Register of Deeds of St Clair County. The owner shall provide a copy of the recorded document to the city within 45 days of the date of its recording. The City Commission shall have authority to waive this requirement if it determines that, given the nature of the conditions and/or the time frame within which the conditions are to be satisfied, the recording of such a document would be of no material benefit to the city or to any subsequent owner of the land.

(5) Upon the rezoning taking effect, the use of the land so rezoned shall conform thereafter to all of the requirements regulating use and development within the new zoning district as modified by any more restrictive provisions contained in the statement of conditions.

(G) *Compliance with conditions.*

(1) Any person who establishes a development or commences a use upon land that has been rezoned with conditions shall continuously operate and maintain the development or use in compliance with all of the conditions set forth in the statement of conditions. Any failure to comply with a condition contained within the statement

of conditions shall constitute a violation of this Zoning Ordinance and be punishable accordingly. Additionally, any such violation shall be deemed a nuisance per se and subject to judicial abatement as provided by law.

(2) No permit or approval shall be granted under this ordinance for any use or development that is contrary to an applicable statement of conditions.

(H) *Time period for establishing development or use.* Unless another time period is specified in the ordinance rezoning the subject land, the approved development and/or use of the land pursuant to building and other required permits must be commenced upon the land within 36 months after the rezoning took effect and thereafter proceed diligently to completion. This time limitation may upon written request be extended by the City Commission if: (1), it is demonstrated to the City Commission's reasonable satisfaction that there is a strong likelihood that the development and/or use will commence within the period of extension and proceed diligently thereafter to completion; and (2), the City Commission finds that there has not been a change in circumstances that would render the current zoning with statement of conditions incompatible with other zones and uses in the surrounding area or otherwise inconsistent with sound zoning policy; and (3) the written request shall be made to the City Commission requesting the extension within 6 months of the end of the 36 month period.

(I) *Reversion of zoning.* If approved development and/or use of the rezoned land does not occur within the time frame specified under Subsection (H) above, then the land shall revert to its former zoning classification as set forth in Public Act 110 of 2006, as amended. The reversion process shall be initiated by the City Commission requesting that the Planning Commission proceed with consideration of rezoning of the land to its former zoning classification. The procedure for considering and making this reversionary rezoning shall thereafter be the same as applies to all other rezoning requests.

(J) *Subsequent rezoning of land.* When land that is rezoned with a Statement of Conditions is thereafter rezoned to a different zoning classification or to the same zoning classification but with a different or no statement of conditions, whether as a result of a reversion of zoning pursuant to subsection (I) above or otherwise, the statement of conditions imposed under the former zoning classification shall cease to be in effect. Upon the owner's written request, the City Clerk shall record with the Register of Deeds of St. Clair County a notice that the statement of conditions is no longer in effect.

(K) *Amendment of conditions.*

(1) During the time period for commencement of an approved development or use specified pursuant to subsection (H) above or during any extension thereof granted by the City Commission, the city shall not add to or alter the conditions in the statement of conditions.

(2) The statement of conditions may be amended thereafter in the same manner as was prescribed for the original rezoning and statement of conditions.

(L) *City right to rezone.* Nothing in the statement of conditions nor in the provisions of this Section shall be deemed to prohibit the city from rezoning all or any portion of land that is subject to a Statement of Conditions to another zoning classification. Any rezoning shall be conducted in compliance with this ordinance and Public Act 110 of 2006, as amended.

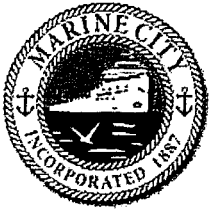
(M) *Failure to offer conditions.* The city shall not require an owner to offer conditions as a requirement for rezoning. The lack of an offer of conditions shall not affect an owner's rights under this ordinance.

(Ord. 2019-002, passed 2-21-2019)

10-B

~~SITE PLAN REVIEW~~

**APPLICATION AND SUBMITTAL
CHECKLIST FOR PLANNING
COMMISSION**



City of Marine City
Building Department
260 S Parker St.
Marine City, MI 48039
(810) 765-9011
buildingdepartment@cityofmarinecity.org

Cash Receiving Code: Plan Com

Application Fees:	\$200.00	Single & Multi-Family (up to 3 units)
	\$300.00	Commercial, Industrial, Subdivisions, Condos, Multi-Family (4 or more units)
	\$200.00	Special Use Application

When this completed application is filed in conjunction with the site plan for the proposed development, it will serve to initiate processing of the plans in accordance with the review procedure as described in the City of Marine City Zoning Ordinance. The engineer, architect, planner and/or designer retained to develop the site plan shall be responsible for securing a copy of the City of Marine City Zoning Ordinances, which are available on the City's website at www.cityofmarinecity.org, and complying with the various requirements therein. Further, these professionals shall make themselves aware of all master plan requirements including, major thoroughfares, land use, recreation, etc. Be sure to complete each applicable section of this application, omission of any required information will delay the review process. **Applicant will reimburse the City of Marine City for all planning Consultant fees and Engineering Consultant fees associated with this application prior to being placed on the agenda.**

Applicant Name(s): Marine City Place Apartments, LLC - Rutger Breakey

Applicant Address: _____

Phone: _____ Fax: _____ Email: breakeyrt@gmail.com

Property Owner Name(s): Chesterfield Venture, LLC

Property Owner Address: _____

Phone: _____ Fax: _____ Email: _____

Name of Proposed Development: Marine City Place Apartments

Address of Development: 2006 S. Parker St, Marine City, MI 48039

Parcel No.: 74-02-012-3004-000 Description of Development: New Addition

Copy of Legal Description Attached

Proposed Use: See attached Exhibit A

I (We) hereby attest that all of the information provided in this application and attachments submitted, are true and correct to the best of my (our) knowledge and belief.

Applicant's Signature: _____ Date: _____

Owner's Signature: _____ Date: _____

Site Plan Preparer Signature: _____ Date: _____

If petitioner is not the owner, state the basis for representation (i.e. Attorney, Representative, Option-to-Buy, etc.): _____

EXHIBIT A

PROJECT DESCRIPTION:

Enclosed please find our Application for Parcel Number 74-02-012-3004-000 located at 2006 S. Parker St. On behalf of the Owner/Developer, we are requesting rezoning to Planned Unit Development (PUD) to develop a Multi-Family Residential complex consisting of five (5) 36-unit buildings totaling 180 apartment units. The development will also include a leasing office with a gym, maintenance shed, and the associated parking lot and utilities for the complex.

The multiple family buildings are proposed with a maximum length of 252-ft and mean height just under 35-feet.

The parcel contains 465,436-SF (10.68-ac). The proposed development having a unit mix comprising of 175 two-bedroom units and 5 one-bedroom units for a total of 180 units (465,436 sq ft), will generate a density of 16.854 units per acre.

The proposed 180-units are proposed with a minimum of 360 parking spaces or at 2 spaces per unit.



**CASH WAGNER
& ASSOCIATES, PC**
CONSULTING | ENGINEERING | SURVEYING

RECEIVED
OCT 03 2022

DATE: 9/28/22
PROJECT NO.: 16-2568
REFERENCE: Marine City Place Apartments
YOUR FILE NO.:

ATTENTION: Shannon Adams
COMPANY: Marine City Planning Commission
ADDRESS: 260 S. Parker St.
CITY, ST, ZIP: Marine City, MI 48039
PHONE: 810-765-9011

THE FOLLOWING ITEMS:

COPIES:	DATE:	DESCRIPTION:
3	9/28/22	C-101 Development Plan
1	9/28/22	Site Plan Review Application
1	9/27/22	\$300 Review Fee (check #28651)

ARE TRANSMITTED:

- PER YOUR REQUEST
- FOR YOUR FILES
- FOR REVIEW & COMMENT
- OTHER

FOR YOUR:

- APPROVAL
- USE
- INFORMATION
- OTHER


VIA:

- COURIER
- FOR PICK UP
- USPS
- NEXT DAY
- CERTIFIED
- FED EX
- UPS
- SATURDAY DELIVERY
- TRACKING #
- DHL
- OTHER

COMMENTS:

Shannon,
Included in this submittal is the site plan application, development plan, and review fee for the proposed Marine City Place Apartments development.
Let me know if you have any questions. Thanks.

FROM:


NATHAN R. WAGNER, PE

cc: File

LETTER OF TRANSMITTAL

402 E 13TH STREET,
STE 101
JASPER, IN 47546
PH: 812-634-5015
FAX: 812-634-5017
E-MAIL:
CCASH@CASHWAGNER.COM

§ 160.236 PLANNED DEVELOPMENT.

(A) *Purpose.* The purpose of this Section is to permit flexibility in the regulation of land development; encourage innovation in land use and variety of design, layout and type of structures constructed; achieve efficiency in the use of land, natural resources, energy, and the provision of public services and utilities; encourage useful open space; and provide better housing, employment, and shopping opportunities particularly suited to the needs of residents in the City in accordance with § 503 of Public Act 110 of 2006, as amended.

(B) *Authority.* The City Commission shall have the authority to approve, deny, or approve with conditions applications for a Planned Development Project (PDP).

(C) *Amendment required.* The approval of a PDP shall require an amendment to the Zoning Ordinance to revise the official Zoning Map to designate the subject property as a PDP. Approval granted under this Section (including the development agreement, all aspects of the final plan, and any conditions imposed on it) shall constitute an inseparable part of the zoning amendment.

(D) *Qualifying conditions.* In order to qualify for Planned Development Project (PDP) consideration, the following conditions shall be met to the satisfaction of the City Commission.

(1) *Recognizable benefits.* The PDP shall result in recognizable and substantial benefits to the ultimate users of the project and to the community, where such benefits would otherwise be unlikely to be achieved under the regulations of the underlying zoning districts. The following benefits shall accrue from the PDP:

(a) The permanent protection and preservation of open space, valuable natural resources, and wildlife habitat.

(b) Efficient use of land and natural resources.

(c) The efficient arrangement of utilities and design of traffic circulation systems including limitations on the number of vehicular access points along the existing road network, thus minimizing traffic conflicts while satisfying emergency needs.

(d) Structures are sited so as to preserve important visual, ecological, recreational, cultural and historic resources.

(e) Residential amenities to serve residents of the PDP, such as playground areas, hiking trails, tennis courts and other outdoor recreational facilities.

(2) *Site area and control.* The minimum site area necessary to be considered for a PDP shall be 5 acres. If the PDP consists of multiple parcels, they must be contiguous. The existence of a public road dividing parcels or lots included in the proposed development shall not be a basis for the disqualification of contiguity. The proposed development shall be under single ownership or control such that there is a single person or entity having responsibility for completing the project in conformity with the Ordinance and the specifications of the PDP approval.

(3) *Mixed use.* The PDP shall consist of at least two land uses authorized in this Ordinance. Two or more different types of housing, including, but not limited to, single-family dwellings and multiple family dwellings, may qualify as a PDP.

(E) *Project design standards.*

(1) *Applicable base regulations.* Unless otherwise waived or modified as part of an approval in accordance with Subsection (E),(2) below, all yard and bulk, parking, loading, landscaping, lighting, and other standards for the districts listed below shall be applicable for uses proposed in a PDP:

(a) Single family residential uses shall comply with the regulations applicable in the R-1B District.

(b) Multiple family residential uses shall comply with the regulations applicable in the R-M District.

(c) Retail commercial uses and office uses shall comply with the regulations applicable in the B-2 District.

(d) Industrial uses shall comply with the regulations in the I-1 District.

(e) Mixed uses shall comply with the regulations applicable for each individual use.

(2) *Regulatory flexibility.* The City Commission may consider and permit flexibility in the regulation of land development to: encourage innovation in land use and variety in design, layout, and type of structures constructed; achieve economy and efficiency in the use of land, available infrastructure, natural resources, energy, and the provision of public services and utilities while continuing to meet goals and objectives of the city's Master Plan; encourage useful open space; provide better housing, employment, and shopping opportunities particularly suited to the needs of the residents of the city; and/or respond to market conditions provided any variation granted would also result in the overall design being compatible with neighboring development and zoning. In such instances, building and/or site improvement requirements and standards need not be uniform with regard to each type of land use provided. Such variation(s) shall be compatible with adjacent uses of land, the natural environment, and the capacities of public services and facilities affected by the land use.

(3) *Residential density.* Increases in the density of residential development may be permitted by the City Commission upon determination that the desired density will not adversely impact water and sewer services, storm water drainage, road capacity, traffic flow, parks and recreation services, fire and police services, schools, character of the area, and any planned public or private improvements in the area. Such increased density may be interspersed throughout the development. To qualify for density increases, the applicant must present and describe examples of benefits to the residents of the development and/or the citizens of the city. By way of example, such benefits may include one or more that:

(a) Augment the recognizable benefit standards required by the City Commission as outlined in Subsection (E),(1),(a)-(e) above.

(b) Provide economic, environmental, or social benefits apart from those required by this Ordinance.

(c) Enhance new or ongoing cultural activities.

(d) Provide opportunities for the enhancement of public education.

(e) Implement the Leadership in Energy and Environmental Design (LEED) green building principles in the design, construction, and operation of structures.

(4) *Open space requirements.* Planned development projects containing a residential component shall provide and maintain usable open space as shown on the approved PDP plan. The required open space shall be set aside by the developer through an irrevocable conveyance, such as a deed restriction or covenant that runs with the land, assuring that the open space will be developed according to the PDP plan and never changed to another use. Such conveyance shall:

(a) Provide for maintenance of the privately owned open space by private property owners with an interest in the open space.

(b) Provide maintenance standards and a schedule.

(c) Prove for assessment of the private property owners by the City for the cost of maintenance of the open space in the event that it is inadequately maintained and becomes a public nuisance.

(5) *Compatibility with the Master Plan.* The proposed PDP shall be consistent with the City's Master Plan.

(6) *Availability and capacity of public Services.* The proposed type and density of use shall not exceed the capacity of existing public services, facilities and utilities.

(7) *Pedestrian and vehicular circulation.* A pedestrian circulation system shall be provided throughout the project that is insulated from the vehicular circulation system. The layout of vehicular and pedestrian circulation routes shall respect the pattern of existing streets, sidewalks, and bicycle pathways in the vicinity of the site.

(8) *Privacy for dwelling units.* The design of a PDP shall provide visual and sound privacy for any and all dwelling units within and surrounding the development. Fences, walls, and landscaping shall be used in the site design to protect the privacy of dwelling units.

(9) *Utilities.* All new utilities serving a planned development, including electric, telephone, and cable television lines, shall be placed underground.

(10) *Emergency access.* The configuration of buildings, driveways, and other improvements shall allow convenient and direct emergency vehicle access.

(11) *Design integration.* Signage, lighting and building materials shall reflect an integrated development.

(12) *Phasing.* Where a project is proposed for construction in phases, it shall be so designed that each phase, when completed, shall be capable of standing on its own in terms of the presence of services, facilities and open space, and shall contain the necessary components to insure protection of natural resources and the health, safety and welfare of the users of the PDP and residents of the surrounding area.

(F) *Application procedure.* Application shall be made to the City for rezoning as a Planned Development Project. Applications for planned development zoning shall include applicable data required for site plan review as specified in § 160.300, and the following:

(1) A written statement explaining in detail the full intent of the applicant indicating the specifics of the site plan as it relates to the type of dwelling units contemplated and resultant population; the extent of nonresidential development and the resultant traffic generated and parking demands created; and providing supporting documentation such as but not limited to: market studies supporting the land use request, traffic studies, and the intended scheduling of development, as may be appropriate for the specific project submitted.

(2) *Overall PDP plan.* The overall plan shall graphically represent the development concept using maps and illustrations to indicate each type of use, square footage or acreage allocated to each use, approximate locations of each principal structure and use in the development, setbacks, and typical layouts and elevations for each type of use. The overall plan shall clearly delineate each type of residential use; office, commercial, and other non-residential use; each type of open space; community facilities and public areas; and other types of land uses.

(3) *Traffic data and information concerning traffic generated by the proposed PDP.* Sufficient information shall be provided to allow the City to evaluate the impact of the proposed development on adjoining roads. The following traffic related information shall be provided:

(a) Estimates of the volume of traffic generated by each use.

(b) The peak hour volume of traffic expected to be generated by the proposed development.

(c) A schematic drawing indicating vehicular movement through the site, including anticipated turning movements.

(d) Measures being proposed to alleviate the impact of the development on the circulation system.

(4) *Fiscal impact.* Analysis of the fiscal impact of the proposed planned development on the City of Marine City and the school district.

(5) *Market study.* Evidence of market need for the proposed use(s) and the feasibility of completing the project in its entirety. This requirement may be waived by the City Commission upon making the determination, based on existing evidence and knowledge about the local economy, that market support does exist for the proposed uses.

(6) *Legal documentation of single ownership or control.* The documentation shall be in the form of agreements, contracts, covenants, and deed restriction which indicate that the development can be completed as shown on the plans, and further, that all portions of the development that are not to be maintained at public expense will continue to be operated and maintained by the developers or their successors.

(7) *Schedule.* A schedule of the development and construction details, including specific phasing dates and timing of all proposed improvements.

(8) *Documents.* A draft of ownership and governance documents is required. These documents shall include the following:

(a) Deeds.

(b) Warranties guaranteeing ownership conveyed and described in the deeds.

(c) A list of covenants, conditions, and restrictions that are conditions of ownership upon the purchasers and owners in the planned development.

(d) Association bylaws (for example, condominium association by-laws) that describe how the association is organized; the duties of the association to operate, manage, and maintain common elements of the planned development; and, the duties of individual shareholders to manage and maintain their own units.

(e) A draft PDP agreement.

(G) *Preliminary review procedure.* The following procedures and requirements provide for preliminary review of PDP proposals by City officials.

(1) *Submission of a completed plan.* The planned development application materials, required fees, and sufficient copies of the completed plan, prepared in the manner specified in this Section, shall be submitted to the city for review.

(2) *Review by city officials.* The Zoning Administrator and other appropriate city officials and review committees shall review the site plan and application materials pursuant to the project design standards outlined in this section, and shall prepare a written review, which shall specify any deficiencies in the site plan and make recommendations as appropriate.

(3) *Submission of a revised plan and planned development application.* The applicant shall revise the plan and application materials, based on the recommendations set forth in the City's review. The applicant shall then submit sufficient copies of the revised plan for further review by staff and the Planning Commission at the same time.

(H) *Planning Commission review and recommendation to the City Commission.* The following procedures and requirements provide for detailed review of PDP proposals by the Planning Commission.

(1) *Acceptance for processing.* After all application materials have been received and review fees paid, the Zoning Administrator shall forward copies to the Planning Commission for review and action.

(2) *Public hearing.* The Planning Commission shall hold a public hearing with notice as provided in § 160.305 of this Zoning Ordinance.

(3) *Review and action.* Following the public hearing, the Planning Commission shall review the PDP application pursuant to the project design standards of this Section, requested modifications, and consistency with the purposes and intent of this section.

(4) *Plan revision.* If the Planning Commission determines that revisions are necessary to bring the PDP proposal into compliance with applicable standards and regulations, the applicant shall be given the opportunity to submit a revised plan. Following submission of a revised plan, the planned development proposal shall be placed on the agenda of the next available scheduled meeting of the Planning Commission for further review and possible recommendation to the City Commission.

(5) *Planning Commission recommendation.* The Planning Commission shall review the application for a PDP, together with the public hearing findings and reports and recommendations from the City officials and other appropriate reviewing bodies. The Planning Commission shall then make a recommendation to the City Commission. The Planning Commission may recommend approval, approval with conditions, or denial as follows:

(a) *Approval.* Upon determination by the Planning Commission that the final plan for planned development is in compliance with the standards and requirements of this Ordinance and other applicable ordinances and laws, the Planning Commission may recommend approval to the City Commission.

(b) *Approval with conditions.* The Planning Commission may recommend that the City Commission impose reasonable conditions with the approval of a PDP proposal, to the extent authorized by law, for the following purposes:

1. To ensure that public services and facilities affected by the proposed development will be capable of accommodating increased service loads caused by the development.
2. To protect the natural environment and conserve natural resources and energy.
3. To ensure compatibility with adjacent uses of land.
4. To promote the use of land in a socially and economically desirable manner.
5. To protect the public health, safety, and welfare of the individuals in the development and those immediately adjacent, and the community as a whole.
6. To achieve the purpose and intent of this Ordinance.

In the event that the planned development is approved subject to conditions, such conditions shall become a part of the record of approval, and shall be modified only as provided herein.

(c) *Denial.*

1. Upon determination by the Planning Commission that a PDP proposal does not comply with the standards and regulations set forth in this ordinance, fails to comply with the purpose and intent of this section, or otherwise could be injurious to the public health, safety, welfare, and orderly development of the City, the Planning Commission shall recommend denial.

2. The Planning Commission shall prepare and transmit a recommendation to the City Commission stating its conclusions and findings, the basis for a recommendation regarding the creation of a PDP zone, and any recommended conditions relating to an affirmative decision.

(I) *Preparation of final development agreement.* Upon the approval recommendation of a PDP plan by the Planning Commission, the applicant shall prepare a written agreement setting forth any and all conditions upon which approval was based. The Zoning Administrator shall review the agreement, with assistance from the City Attorney and other advisors. After approval of the ordinance granting the zoning map amendment and development agreement by the City Commission, the agreement shall be recorded in the Office of the St Clair County Register of Deeds at the expense of the applicant. The agreement shall, at a minimum:

- (1) Incorporate by reference the final approved site plan.
- (2) If open space or common areas are indicated in the project for use by the residents, the open space or common areas shall be conveyed in fee or otherwise committed by dedication to the residents, and the use shall be irrevocably dedicated for use as open space for park, recreation or other common uses.
- (3) Detail a program and related financing mechanisms for maintaining common areas, amenities and features, such as walkways, signs, lighting and landscaping.
- (4) Assure that any natural features will be preserved as shown on the site plan.
- (5) Assure the financing for the construction and maintenance of all roadways and necessary utilities (including public water, waste water collection and treatment) through a performance bond or other means, for any and all phases of the project. In the case of phased project, this requirement shall be reviewed for compliance at the time of construction plan approval for each phase of the project.
- (6) Address any other concerns or conditions placed on the approval by the Planning Commission or the City Commission.

(J) *Final action by City Commission.* The following procedures and requirements provide for final action on PDP proposals by the City Commission.

(1) After the Planning Commission makes its recommendation, the applicant shall make any required revisions and submit sufficient copies of the revised site plan and supporting materials for City Commission review.

(2) *Public hearing.* Upon receipt of the PDP plan and Planning Commission recommendation, the City Commission, solely at their option, may schedule an additional public hearing

(3) *City Commission determination.* The City Commission shall make a determination based on review of the final plan together with the findings of the Planning Commission, and the reports and recommendation from the City officials and other appropriate reviewing bodies. Following completion of its review, the City Commission shall approve, approve with conditions, or deny a PDP proposal along with its related map change and development agreement in accordance with the guidelines described for the Planning Commission in subsection (H)(5) above.

(4) Upon approval by the City Commission of the ordinance amendment, the PDP plan shall become an integral part of the zoning amendment, and for purposes of city record keeping, shall be referred to as "Planned Development Project No. _____," which number shall correspond to the number of the amending ordinance.

(5) All approved plans and records shall be filed with the City Clerk.

(K) *Required conditions.* Planned development projects shall be subject to the following required conditions:

(1) Approval of a PDP shall constitute an amendment to the Zoning Ordinance. All improvements and land uses of the site shall be in conformity with the planned development project plan, any conditions imposed, and the approved development agreement. Changes to the approved PDP that are not considered minor by the Zoning Administrator shall be reviewed in accordance with the procedure for the original application.

(2) Approval of a principal use, and building and/or site improvement plans as part of the rezoning, shall be effective for a period of 12 months, except that the Planning Commission may, at its discretion and upon application by the land owner and/or his representative and for cause shown, grant an extension for an additional 12 months. At the end of the 24 month period, if the development is not completed, the Planning Commission shall review the progress to date and make a recommendation to the City Commission as to action relative to permitting continuation under the original approval for an additional time period. In the event an extension is not granted by the City Commission past the 24 month period, the approval and allowances, including the PDP development agreement, site plan, zoning designation, and any conditions imposed pursuant to this Section shall become null and void and of no further force and effect. In the event that an approved planned development plan becomes null and void, the City Planning Commission shall initiate proceedings to amend the zoning classification of the site.

(3) Plans for building and/or site improvements of the proposed PDP shall be in accordance with all other requirements of this Ordinance.

(L) *Minor changes.*

(1) Minor changes may be approved by the Zoning Administrator, subject to a finding that:

- (a) The proposed changes will not affect the basis upon which approval was granted.
- (b) The proposed minor changes will not adversely affect the overall planned development in light of the purpose and intent of this Section.
- (c) The proposed changes will not affect the character nor the intensity of use, the general configuration of a buildings and uses on the site, vehicular or pedestrian circulation, drainage patterns, or the demand for public services.

(2) Examples of minor changes include, but shall not be limited to additions or alteration to the landscape plan or landscape materials; alterations to the internal layout of an off-street parking lot, provided that the total number of spaces does not change; relocation of a trash receptacle changes in locations or tree types on an approved landscape plan, or location of designated parking spaces; or an increase in floor area of less than twenty percent (20%) of the initial total floor area, up to 5,000 square feet maximum.

(M) *Performance guarantee.* The City Commission may require the applicant to deposit a performance guarantee in accordance with § 90.162 of the Marine City Code.

(N) *Fees.* Fees for legal, engineering, and planning review of plans shall be established for resolution of the City Commission in an amount sufficient to cover the actual costs incurred by the city.

(O) *Zoning Board of Appeals Authority.* The ZBA shall have no authority to consider any appeal of a decision by the City Commission concerning a PDP application.
(Ord. 2019-002, passed 2-21-2019)