

PLANNING COMMISSION AGENDA

Regular Meeting

May 8, 2024 at 7:00 PM



- 1) **CALL TO ORDER**
- 2) **ROLL CALL**
- 3) **APPROVAL OF AGENDA** - Items can be added or deleted from the Agenda by board action.
 - A. **APPROVE MAY 8, 2024 PLANNING COMMISSION AGENDA**
- 4) **APPROVAL OF MINUTES** - Items can be added or deleted from the Agenda by board action.
 - A. **MINUTES OF APRIL 10, 2024 PLANNING COMMISSION MEETING**
- 5) **PUBLIC COMMENT ON AGENDA ITEMS** Persons addressing the board are required to give their name and address for the record when called upon by the Chair. Members of the public shall be limited to speaking for a maximum of five (5) minutes. Comments should address AGENDA ITEM topics. Public Hearing items should be addressed during the PUBLIC HEARING portion of the meeting agenda. Non-Agenda items should be addressed during the PUBLIC COMMENT-NON-AGENDA ITEMS portion of the meeting agenda.
- 6) **PUBLIC HEARINGS & SUBSEQUENT BOARD ACTION**
- 7) **OLD BUSINESS**
- 8) **REPORTS AND RECOMMENDATIONS/NEW BUSINESS**
 - A. **MASTER PLAN UPDATE INITIATION**
 - B. **SIGN ORDINANCE DISCUSSION**
 - C. **UPDATE B-4/FS ORDINANCE-HEIGHT AND BANKS ISSUE**
- 9) **PUBLIC COMMENT ON NON-AGENDA ITEMS** Persons addressing the board are required to give their name and address for the record when called upon by the Chair. Members of the public shall be limited to speaking for a maximum of five (5) minutes. Comments should address NON-AGENDA ITEM topics. Public Hearing items should be addressed during the PUBLIC HEARING portion of the meeting agenda. Agenda items should be addressed during the PUBLIC COMMENT-AGENDA ITEMS portion of the meeting agenda.
- 10) **BOARD REPORTS**
- 11) **ADJOURNMENT**

PLANNING COMMISSION MINUTES

April 10, 2024
Regular Meeting - 7:00 PM

1) CALL TO ORDER

IN A REGULAR SESSION held on Wednesday, April 10, 2024 at 7:00 PM in the Council Chambers of City Hall, 323 West Michigan Ave, Marshall, MI 49068, the Marshall Planning Commission was called to order by Chair McNiff.

2) ROLL CALL

Roll was called:

Present: Chair McNiff, Banfield, Bright, Fitzgerald, Hodo, Stewart, Zuck

Also Present: Council Liaison Wolfersberger, Director Zuzga, Deputy Clerk Pickford

Absent: Burke Smith, Longyear

Moved by Fitzgerald, supported by Zuck to excuse members Burke-Smith and Longyear
On a voice vote: **Motion Carried**

3) APPROVAL OF MINUTES - Items can be added or deleted from the Agenda by board action.

A. MINUTES OF JANUARY 10, 2024 PLANNING COMMISSION MEETING

Moved by McNiff, supported by Zuck to approve the minutes as presented on a voice vote: **Motion Carried**

4) APPROVAL OF AGENDA - Items can be added or deleted from the Agenda by board action.

A. APPROVE APRIL 10, 2024 AGENDA

Moved by Fitzgerald, supported by Stewart to approve the amended agenda adding Item 8E adding discussion on height on B4 and FS On a voice vote: **Motion Carried.**

5) PUBLIC COMMENT ON AGENDA ITEMS

Persons addressing the board are required to give their name and address for the record when called upon by the Chair. Members of the public shall be limited to speaking for a maximum of five (5) minutes. Comments should address AGENDA ITEM topics. Public Hearing items should be addressed during the PUBLIC HEARING portion of the meeting agenda. Non-Agenda items should be addressed during the PUBLIC COMMENT-NON-AGENDA ITEMS portion of the meeting agenda.

No public comment

6) PUBLIC HEARINGS & SUBSEQUENT BOARD ACTION

A. SLU #24.01- 500 INDUSTRIAL ROAD SPECIAL LAND USE

Public Hearing Opened at 7:03PM by Chair McNiff.

Director Zuzga provided staff report.

Don Loveland of Battle Creek, owner of lot and proposed self-storage, provided comment on his ownership of multiple self-storage facilities in the area. He provided details about the parcels' contaminated status from previous use and the plan to remediate while moving forward.

No additional comments were provided.

Public Hearing closed at 7:07PM by Chair McNiff.

- Member Banfield questioned the lack of screening proposed for the southwestern corner lot #1. Director Zuzga clarified the zoning is the same I-1.
- Board verified with Mr. Loveland the 6' height of the fence surrounding the ponds. Director Zuzga spoke on the storm water plans being approved by the engineers and any revisions would need to refer back to them. Mr. Loveland verified the depth of the retention ponds being 2 feet deep.
- Member Banfield voiced concerns over grading according to the plans provided.
- Member Stewart questioned the existing fencing on the property including replacement. Mr. Loveland confirmed the existing fence is on the property line. He stated that he will work with the neighbors as the property is developed.
- Member Stewart voiced concern over the rubber coating in the retention ponds and expressed interest in the longevity of the use of the material for the pond lining.
- Liasion Wolfersberger questioned if this development would meet the plan for the river district moving forward. Chair McNiff spoke on the contamination of the site stating that little would be able to be done with it due to that factor. Member Hodo spoke on experience selling contaminated land and the process of remediating through the state with the checks and balances put forth by EGLE to ensure remediation is handled correct. Member Zuck confirmed the plan as is will meet remediation specifications with the proposed run off.

The following standards are to be used in considering whether to approve the special land use request:

A. The proposed use shall be in accordance with the City Master Plan and the intent and purpose of this subchapter

The proposed use meets the intent of the subchapter and the city master plan.

B. A documented and immediate need exists for the proposed use within the community.

While there are a few self-storage facilities in the surrounding townships, there is still a demand in the community.

C. The use is compatible with adjacent uses and the existing or intended character of the surrounding neighborhood, and will not have an adverse impact upon or

interfere with the development, use or enjoyment of adjacent properties, or the orderly development of the neighborhood.

The use is compatible with the character of the neighborhood and will improve the appearance of the two parcels. No adverse impact on the enjoyment of neighboring parcels or development of the neighborhood is expected.

D. The proposed use shall be designed, constructed, operated and maintained so as to be compatible with the use of adjacent lands.

The proposed project is an improvement on the current vacant lot and the proposed site plan is compatible with adjacent properties. Screening will be provided for the residential properties to the west.

E. The proposed use shall be compatible with the natural environment.

There is no expectation that there will be a negative impact on the environment.

F. The proposed use shall be adequately served by essential public facilities and services, such as highways, streets, police and fire protection, drainage structures, refuse disposal, water and sewage facilities and schools.

There is no expectation that the use will have an impact on the items in this section. Traffic will increase over the current use of the property, but the surrounding streets have the capacity to serve the site. The proposed use will not have any impact on water, sewer, schools, or refuse. The impact on police and fire is expected to be minimal. The storm water plan has been approved by the Spicer Group, a consultant to the Department of Public Services.

G. The proposed use shall not involve activities, processes, materials and equipment or conditions of operation that will be detrimental to public health, safety and welfare by reason of excessive production of traffic, noise, smoke, fumes, glare or unreasonable or offensive odors.

The City Development Review Team found that there would be no detriment to public health, safety, or welfare. There is no expectation that the site will cause unreasonable traffic.

Moved by Banfield, supported by Zuck to approve Special Land Use #24.01 based on the findings above for the self-storage facility on Parcel numbers 53-002-552-01 and 53-002-560-00 at 500 Industrial . On a voice vote: **Motion Carried.**

7) OLD BUSINESS

N/A

8) REPORTS AND RECOMMENDATIONS/NEW BUSINESS

A. SP #24.01- 500 INDUSTRIAL ROAD SITE PLAN

Zuzga presented the site plan and provided the staff report, including comments received from the Development Review Team.

- Member Stewart spoke on the sidewalk situation on Industrial Rd but stated that he does not feel this developer should have the burden of shouldering the first

steps due to lack of connectivity. Member Hodo spoke on the need for sidewalks to be part of the Master Plan.

Moved by Banfield, supported by Zuck to approve Site Plan #24.01 with the conditions additional parking is deferred and required sidewalk is deferred. On a voice vote: **Motion Carried**

B. SIGN ORDINANCE UPDATE PRESENTATION

- Director Zuzga introduced Jason Ball from Progressive AE. Mr. Ball presented a summary of proposed subjects and possible updates to the sign ordinance.
- Member Bright commented on the need to be mindful of ordinance updates causing bad morale between the public and police when being enforced by the police department.
- Liasion Wolfersberger stated that the time frame could be an issue surrounding temporary yard signs in years, like 2024, where there are multiple elections and time frames may overlap.
- Member Hodo voiced opposition to LED signs downtown.
- Mr. Ball commented that the building inspector would no longer approve signs and zoning administrator would now be responsible. Building code issues would still be enforced by the building inspector.
- Member Stewert questioned the current sign requirement in place for businesses as well as the restrictions on materials that can be used.
- Director Zuzga proposed that a discussion be held in May and then a possible public hearing in June.

C. PLANNING COMMISSION RULES OF PROCEDURE UPDATE

Director Zuzga provided a proposed rules of procedure update to the board. Any desired updates should be forwarded to Zuzga for consideration and the May meeting.

D. MASTER PLAN PROCESS

Director Zuzga and Mr. Ball presented the proposed Master Plan process and advised of an upcoming joint workshop with City Council on May 6 to kickoff the Master Plan update.

E. B-4 ZONING DISTRICT HEIGHT DISCUSSION

- Director Zuzga presented information regarding a possible update to the maximum height of buildings in the B-4 and FS districts. The Commission and Director Zuzga discussed these proposed changes and set a schedule of a May 8th discussion on ordinance language and potentially a June public hearing.

- 9) PUBLIC COMMENT ON NON-AGENDA ITEMS** Persons addressing the board are required to give their name and address for the record when called upon by the Chair. Members of the public shall be limited to speaking for a maximum of five (5) minutes. Comments should address NON-AGENDA ITEM topics. Public Hearing items should be addressed during the PUBLIC HEARING portion of the meeting agenda. Agenda items should be addressed during the PUBLIC COMMENT-AGENDA ITEMS portion of the meeting agenda.

No public comment

10) BOARD REPORTS

Member Banfield spoke on the most recent admin site plan review meeting for the BOBPM.

11) ADJOURNMENT

The meeting was adjourned at 9:22PM by Chair McNiff

Respectfully submitted by,

Jennifer Pickford
Deputy Clerk



ITEM 8.A

TO: Planning Commission
FROM: Eric Zuzga, Director of Community Services
DATE: May 8, 2024
SUBJECT: MASTER PLAN UPDATE INITIATION

Pursuant to MCL 125.3845, the Planning Commission shall review the Master Plan every 5 years and determine whether to amend the Master Plan or adopt a new Plan. We have discussed the need to move forward with the adoption of a new Master Plan and I am requesting that the Planning Commission formalize this decision with a vote at the meeting. Attached is the contract proposal from Progressive AE.

RECOMMENDATION:

Approve the proposal from Progressive AE and begin the process to formally update the Master Plan.

March 6, 2024

Eric Zuzga, Director of Community Services
City of Marshall
323 West Michigan Avenue
Marshall, MI 49068

Re: Proposal for Professional Planning Services for City of Marshall Master Planning, Non-Motorized and Parks and Recreation located in Marshall, Michigan

Dear Eric,

Progressive AE, Inc. (Progressive AE) is pleased to present this proposal to the City of Marshall (the City) for planning services for the project identified as City of Marshall Master Plan, Non-Motorized and Parks and Recreation. Following is our understanding of the project, our scope of services, clarifications, proposed schedule and compensation for your consideration.

UNDERSTANDING OF PROJECT

We believe that planning recommendations developed for a comprehensive master plan, updating the current Parks and Recreation Plan, and drafting a non-motorized plan need to be based on a shared understanding of current conditions, citizens' vision for the future, local political factors, environmental constraints (and opportunities), and the desired character of the community. All of these components will be involved in the scope as we work closely with the City's Director of Community Services and the City Master Plan Leadership team through the Master Plan process.

SCOPE OF BASIC SERVICES

Based upon the above project understanding, we will provide the following scope of services:

Task 1: Project Kick-Off + Community Profile

We believe that planning recommendations developed for a comprehensive master plan, updating the current Parks and Recreation Plan and drafting a non-motorized plan need to be based on a shared understanding of current conditions, citizens' vision for the future, local political factors, environmental constraints (and opportunities) and the desired character of the community. All of these components will be involved in the scope as we work closely with the City's Director of Community Services and the City Master Plan Leadership team through the Master Plan process.

We will hold one (1) kick-off meeting with the City Master Plan Leadership team to establish a timeline and discuss desired outcomes of the planning process. This meeting will identify a timeline for completing the Master Plan, 5-Year Parks and Recreation Plan and Non-Motorized Plan. The City Master Plan Leadership team is the working body that will meet regularly to review and provide oversight over the planning process.

During this process, we will gather data on the City's existing conditions to develop an up-to-date community profile. This includes data such as housing, demographic, market conditions, employment data and environmental data such as wetlands, floodplains and tree canopy coverage, location of public infrastructure including streets, trails, water and sewer systems and other factors influencing land uses within the City. This data will reference the community's existing planning documents, where applicable, while gathering new data from state, local, and other sources as needed. This data will be conveyed using maps and other graphics that are easy to interpret and will be included in the final Master Plan document.

Due to the state adoption timeline, we will also develop much of the content for the 5-Year Parks and Recreation Plan during this project phase. This includes performing a parks inventory, drafting the community description and creating other content required by the Michigan Department of Natural Resources (MDNR) in its Guidelines for Developing Parks and Recreation Plans.

In efforts to simplify the planning process, we will also release one (1) online community survey that solicits feedback on the master planning, parks and recreation planning items and non-motorized planning.

Progressive AE, Inc.

Corporate Office: | 1811 4 Mile Road NE | Grand Rapids, MI 49525 | 616.361.2664 | progressiveae.com
Regional Office: | 330 South Tryon Street, Suite 500 | Charlotte, NC 28202 | 704.731.8080 | progressiveae.com

Meeting Summary

- One (1) City Master Plan Leadership team meeting
- Bi-weekly project calls with the City Director of Community Services

Task 2: Public Engagement and Community Input

We propose engagement strategies that satisfy those identified in the City's Public Participation Plan while also building excitement for these planning processes. In addition to the online survey, we propose two (2) Community Events that welcome all people of the Marshall community to attend and offer their vision for the community. The events will be hosted at different times of the day to attract a wide range of participants. The events will provide an opportunity to gather information valuable to future land use planning, such as identifying desired street elements and connections, discussing the growth of the City, identifying housing and redevelopment opportunities, as well as discussing desired mobility and parks improvements. We view the Community Event as an opportunity to gather feedback for both the Master Plan and Parks and Recreation Plan in a convenient, easily accessible format. During Task 1, Progressive AE will engage with city staff to determine whether additional public outreach and engagement events and activities can be accomplished within the project budget.

Meeting Summary

- One (1) City Master Plan Leadership team meeting
- Two (2) Community Events
- Bi-weekly project calls with the City Director of Community Services
- Additional Community Event(s) (Optional)
- Focus Group Meetings (Optional)

Task 3: Master Plan, Parks & Recreation Plan, Non-Motorized Plan Development

Following the public engagement period, the community's values and vision become more apparent. We propose one (1) City Master Plan Leadership team meeting to discuss feedback from public engagement and how these key findings help shape Marshall's overall future land use vision. We also propose one (1) Parks, Recreation and Cemetery Advisory Board Meeting to present this feedback as well as share progress towards completing the Parks & Recreation Plan. Due to the MDNR adoption timeline requirements, we will prioritize completion of a Parks & Recreation Draft. This draft will address park connectivity and accessibility and how best to connect Marshall's neighborhoods to parks and open space assets throughout the community. Upon completion of this Parks & Recreation Plan draft, we will present this to the Parks & Recreation Committee for feedback and approval.

Along with drafting the Parks & Recreation Plan, we will begin drafting the Master Plan and Non-Motorized Plan. Incorporating public feedback and guidance of the City Master Plan Leadership team, we will coalesce around a vision that accurately reflects where the City wants to be in the future and will discuss goals and objectives on how best to achieve this vision. This draft will include the community profile identifying existing conditions, a summary of community engagement, identifying priority redevelopment areas within Marshall as well as identifying multi-modal mobility improvements. The Master Plan will include a Future Land Use Map reflecting this vision as well as a zoning implementation plan that will inform the Zoning Ordinance amendment process. An outline of this document will be shared at one (1) City Master Plan Leadership team meeting for their feedback and review.

The Preliminary Draft Plan will be compared to the Michigan Economic Development Corporation's Redevelopment Ready Communities checklist to assure compliance with all requirements. Requirements of the Michigan Planning Enabling Act will be followed. We also propose the idea of conducting "special studies" to illustrate key concepts as an additional budget item. Special studies can be particularly useful when a deeper dive is needed to explain concepts or to position a policy item for rapid implementation.

Meeting Summary

- One (1) Parks, Recreation and Cemetery Advisory Board Meeting
- Two (2) City Master Plan Leadership Team Meetings
- Bi-weekly project calls with the City Director of Community Services

Task 4: Master Plan, Parks & Recreation Plan, Non-Motorized Plan Adoption

Incorporating feedback from the City Master Plan Leadership Team Meeting, we will format all Master Plan documents in a graphically rich and easy-to-read format. We will then present the Master Plan Draft, 5-Year Parks & Recreation Plan Draft, and Non-Motorized Plan Draft at one (1) City Master Plan Leadership Team Meeting for approval. The same plans will then be presented at one (1) Planning Commission Meeting for their approval and release for public comment.

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All three documents will then be presented for public comment release at one (1) City Commission Meeting. This will then open the required 30-day comment period for the Parks and Recreation Plan as well as the 63-day comment period for the Master Plan as required by state law.

Following the public comment period, we will incorporate additional content as desired and will present the Master Plan, 5-Year Parks & Recreation Plan and Non-Motorized Plan at one (1) Planning Commission Meeting for formal adoption as well as one (1) City Commission Meeting for formal adoption. This process satisfies the state-mandated requirements for plan adoption while maintaining the City's anticipated completion timeline of completion by the end of 2024.

Meeting Summary

- One (1) City Master Plan Leadership Team Meeting
- Two (2) Planning Commission Meetings
- Two (2) City Commission Meetings
- Bi-weekly project calls with the City Director of Community Services

DELIVERABLES

- Marshall Master Plan
- Marshall 5-Year Parks and Recreation Plan
- Marshall Non-Motorized Plan
- 21 hard copies and digital files (Word file for future editing and PDF) of each plan will be provided
- All maps provided will be compatible with GIS

CLARIFICATIONS

In an effort to include as many voices as possible in the planning process, a multifaceted approach to public engagement will be utilized. At least two (2) in-person meetings with stakeholders will be conducted. An online survey will also be utilized to gather input from those who are not able to attend an in-person meeting. Additional opportunities for public engagement may be defined during Task 1.

SCHEDULE

Task 1: Project Kick-Off + Community Profile (March 2024 – May 2024)

- One (1) City Master Plan Leadership team meeting
- Bi-weekly project calls with the City Director of Community Services

Task 2: Public Engagement and Community Input (June 2024 – August 2024)

- One (1) City Master Plan Leadership team meeting
- Two (2) Community Events
- Bi-weekly project calls with the City Director of Community Services
- Additional Community Event(s) (Optional)
- Focus Group Meetings (Optional)

Task 3: Master Plan, Parks & Recreation Plan, Non-Motorized Plan Development (August 2024 – October 2024)

- One (1) Parks, Recreation and Cemetery Advisory Board Meeting
- Two (2) City Master Plan Leadership Team Meetings
- Bi-weekly project calls with the City Director of Community Services

Task 4: Master Plan, Parks & Recreation Plan, Non-Motorized Plan Adoption (October 2024 – December 2024)

- One (1) City Master Plan Leadership Team Meeting
- Two (2) Planning Commission Meetings
- Two (2) City Commission Meetings
- Bi-weekly project calls with the City Director of Community Services

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PROFESSIONAL COMPENSATION

Based upon the above identified scope of services, Progressive AE proposes the following compensation for professional services. We propose to provide the work as delineated above for a stipulated sum of \$119,843 (one hundred nineteen thousand eight hundred forty-three dollars). Reimbursable expenses are included in the professional compensation, estimated at \$6,000 (six thousand dollars) and will be invoiced according to the attached Schedule of Invoice Rates.

Task 1: Project Kick-Off + Community Profile:	\$24,050
Task 2: Public Engagement and Community Input:	\$36,043
Task 3: Plan Development:	\$30,300
Task 4: Plan Adoption:	\$23,450
Reimbursables:	\$6,000
Total:	\$119,843

The stipulated sum does not include the 6% discount as referenced in the RFP dated February 1, 2024: \$112,652

Progressive AE has prepared this proposal for City of Marshall, and we request that it be treated as confidential and not copied or distributed for any reason other than evaluation for hire.

The terms of this proposal defining project understanding, scope, schedule, clarifications and professional compensation are incorporated into the Standard Agreement Provisions for Professional Services which are attached. The terms and conditions as identified in the Standard Agreement Provisions will be valid unless superseded by an AIA Standard Form of Agreement. If this proposal meets with your approval, please sign below and return a copy of the signed proposal. Your signature will be our authorization to begin the work and place the project in the firm's schedule. If you do not sign and return this proposal, and after receipt of this proposal you request or accept services from Progressive AE in connection with this or any other engagement, your request or acceptance of such services will be deemed to be an acquiescence or agreement with the terms provided in this proposal.

We look forward to working on this project with you and your team.

Sincerely,

Suzanne M. Schulz, FAICP
Urban Design and Planning Practice Leader

Jeffrey M. Roman, PE, LEED AP
Director of Engineering

Accepted By: _____

Printed Name: _____ Date: _____

City of Marshall

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The parties to this Agreement, Progressive AE, Inc., Grand Rapids, Michigan, USA, hereinafter called the PLANNER and City of Marshall, Marshall, Michigan, USA, hereinafter called the OWNER, hereby agree to the following conditions:

1. Limit of Scope: The services provided by the PLANNER shall be limited to those described in the proposal dated March 6, 2024. The parties agree that the terms of the proposal are incorporated herein by reference, and are part of this agreement as if fully set forth herein. If any terms set forth in the proposal are expressly in conflict with the terms hereof, the terms of the proposal shall govern.
2. Changed Conditions: If, during the term of this Agreement, the PLANNER becomes aware of any circumstances or conditions that were not originally contemplated by or known to the PLANNER, then to the extent that they affect the scope of services, compensations, schedule, allocation of risks or other material terms of this Agreement, the PLANNER may call for re-negotiation of appropriate portions of the Agreement. The PLANNER shall notify the OWNER of the changed conditions necessitating re-negotiation, and the PLANNER and the OWNER shall promptly and in good faith enter into re-negotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement.
3. Delays: The OWNER agrees that the PLANNER is not responsible for any damages arising directly or indirectly from any delays for causes beyond the PLANNER's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions, epidemics, pandemics or other natural disasters or acts of God; fires, riots, war or other emergencies; failure of any government agency to act in a timely manner; failure of performance by OWNER or the OWNER's contractors or consultants; or discovery of any hazardous substance or differing site conditions.

In addition, if the delays resulting from any such causes increase the cost or time required by the PLANNER to perform its services in an orderly and efficient manner, the PLANNER shall be entitled to a reasonable adjustment in schedule and compensation.

4. Additional Services: Additional services not specifically identified in the Scope of Services shall be paid for by the OWNER in addition to the fees previously stated, provided the OWNER authorizes such additional services in writing. Special services will be billed monthly as work progresses and invoices are due upon receipt. If services covered by this agreement have not been completed within twelve months of the date of this agreement, through no fault of the PLANNER, extension of the PLANNER'S services beyond that time shall be compensated as additional services.
5. Code of Ethics and Professional Conduct: Professional Services provided by the PLANNER will be conducted in a manner consistent with ordinarily and normally exercised by licensed PLANNERS practicing in the State where the Project resides. The OWNER and PLANNER agree that a contingency in the amount of three percent (3%) of the cost of the work be established, as required, for changes that may be required because of possible omissions, ambiguities, or inconsistencies in plans and specifications.
6. Value-Added/Betterment: If, due to the PLANNER's error, any required item or component of the project is omitted from the PLANNER's Construction documents, the PLANNER shall not be responsible for paying the cost to add such item or components to the extent that such item or component would have otherwise been necessary to the project or otherwise adds value or betterment to the project. In no event will the PLANNER be responsible for any cost or expenses that provides value, upgrade, or enhancement of the project.

7. Hazardous Materials: The PLANNER shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form on any project sites. The OWNER shall furnish tests, inspections and reports required by law or the Contract Documents, such as traffic, environmental impact reports or assessments and chemical tests, tests for air and water pollution, and tests for hazardous materials.
8. Opinions of Probable Construction Cost: In providing opinions of probable construction cost, the OWNER understands that the PLANNER has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that the PLANNER's opinions of probable construction costs are made on the basis of the PLANNER's professional judgment and experience. The PLANNER makes no warranty, express or implied that the bids or the negotiated cost of the Work will not vary from the PLANNER's opinion of probable construction cost.
9. Schedule for Rendering Services: The PLANNER shall prepare and submit for OWNER approval a schedule for the performance of the PLANNER's services. This schedule shall include reasonable allowances for review and approval times required by the OWNER, performance of services by the OWNER's consultants, and review and approval times required by public authorities having jurisdiction over the project. This schedule shall be equitably adjusted as the project progresses, allowing for changes in scope, character or size of the project requested by the OWNER, or for delays or other causes beyond the PLANNER's reasonable control.
10. Ownership of Reports, Drawings and Other Materials: The OWNER agrees that all reports, drawings, letters, worksheets, plans, preliminary material tables, supportive data, documents and other materials produced by the PLANNER in the course of and for the purpose of meeting this contract are the property of the PLANNER, shall remain in the possession of the PLANNER and the PLANNER has and retains all copyrights in such material. Upon execution of this Agreement, the PLANNER grants to the OWNER a nonexclusive license to reproduce the PLANNER's Instrument of Service solely for the purposes of constructing, using and maintaining the Project provided that the OWNER shall comply with all obligations including the prompt payment of all sums when due, under this Agreement.
11. Payment Terms: Invoices will be submitted by the PLANNER monthly, are due upon presentation and shall be considered past due if not paid within thirty (30) calendar days of the date of invoice. Invoices past due shall accrue interest at one percent (1%) per month from the original invoice date. If past due invoices cause the PLANNER to proceed with legal action or collection services, the OWNER agrees to pay all of the PLANNER's collection expenses including reasonable attorney fees.
12. Disputed Invoices: If the OWNER objects to any portion of an invoice, the OWNER shall so notify the PLANNER in writing within ten (10) calendar days of receipt of the invoice. The OWNER shall identify in writing the specific cause of the disagreement and the amount in dispute and shall pay that portion of the invoice not in dispute in accordance with other payment terms of this Agreement. Any dispute over invoiced amounts due which cannot be resolved within ten (10) calendar days after presentation of invoice by direct negotiation between the parties shall be resolved within thirty (30) calendar days in accordance with the Dispute Resolution provision of this Agreement. Interest at one percent (1%) per month shall be paid by the OWNER on all disputed invoice amounts that are subsequently resolved in the PLANNER's favor and shall be calculated on the unpaid balance from the due date of the invoice.
13. Abandonment of Work: If any work is abandoned or suspended, the PLANNER shall be paid for services performed prior to receipt of written notice from the OWNER of abandonment or suspension.

14. Professional Liability Insurance and Limitation of Liability: The PLANNER maintains professional liability insurance as part of its normal business practice. The OWNER agrees to limit the PLANNER's liability to the OWNER and to all Consultants on the project due to the PLANNER's negligent acts, errors, or omissions, such that the total aggregate liability of the PLANNER to all those named shall not exceed the amount of the PLANNER's compensation for the Project.
15. Indemnification: Subject to the limitation in paragraph 14 above, the PLANNER agrees to the fullest extent permitted by law, to indemnify and hold harmless the OWNER against damages, liabilities and costs arising from the negligent acts of the PLANNER in the performance of professional services under this Agreement, to the extent that the PLANNER is responsible for such damages, liabilities and costs. The PLANNER shall not be obligated to indemnify the OWNER for the OWNER's own negligence.
16. Consequential Damages: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the OWNER nor the PLANNER, their respective officers, directors, partners, employees, contractors or sub-consultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the project or to this Agreement. This mutual waiver of incidental, indirect and consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the OWNER and the PLANNER shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.
17. Dispute Resolution: In an effort to resolve any conflict, the duly authorized representatives of each party will meet together in good faith in an attempt to resolve the conflict. If this attempted resolution fails to resolve the claim or dispute, the parties agree that all claims, disputes, and other matters in question between the parties arising out of or relating to this Agreement or breach thereof first shall be submitted for non-binding mediation to any one of the following, as agreed to by the parties: American Arbitration Association, American Intermediation Service, Americord, Dispute Resolution, Inc., Endispute, or Judicate. The parties hereto agree to fully cooperate and participate in good faith to resolve the dispute(s). The cost of mediation shall be shared equally by the parties hereto. Any time expended in mediation shall not be included in calculating the time for filing arbitration.

If mediation fails to resolve the claim or dispute, the matter shall be submitted to arbitration with the American Arbitration Association under the Construction Industry rules, unless the parties agree otherwise or unless a plaintiff not a party hereto institutes litigation in a court of competent jurisdiction and said court takes personal jurisdiction over one of the parties hereto regarding the same subject matter as in dispute between the parties hereto.

No arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder, or in any other manner, any additional person not a party to this Agreement except by written consent of the parties and such consent to arbitration involving an additional person(s) shall not constitute consent to arbitration of any dispute not described therein. This Agreement to arbitrate and any agreement to arbitrate with an additional person(s) shall be specifically enforceable under the prevailing arbitration law.

The demand for arbitration shall be made within one (1) year of the date the claimant knew or should have known of the existence of the claim, dispute, or other matter but in no event later than 3 years after the date of substantial completion of the project. If the demand for arbitration is not effectuated within such times, the claim, dispute, or other matter shall be forever barred.

The decision rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. In the event either party makes a claim or brings an arbitration action or lawsuit against the other party for any act arising out of the performance of the services hereunder, and the claimant fails to prove such claim or action, then the claimant shall pay all legal and other costs (including attorneys' fees) incurred by the other party in defense of such claim or action.

18. Hiring of Personnel: OWNER may not directly hire any employee of the PLANNER. OWNER agrees that it shall not, directly or indirectly solicit any employee of the PLANNER from accepting employment with OWNER, affiliate companies, or competitors of PLANNER.

Schedule of Invoice Rates - 2024

Hourly Staff Charges

Class 10 Personnel:	Director, Principal	\$275/hour
Class 9 Personnel:	Senior Healthcare Planner, Senior Project Leader, Project Principal, Practice Leader, Principal / Team Leader, Senior Construction Leader	\$215/hour
Class 8 Personnel:	Senior Engineer Leader, Senior Project Manager, Senior Planner	\$190/hour
Class 7 Personnel:	Senior Architect, Senior Architectural Designer, Senior Engineer, Senior Scientist, Senior Project Manager, Senior Construction Administrator, Construction Superintendent	\$175/hour
Class 6 Personnel:	Engineer II, Project Manager II, Senior Landscape Architect, Senior Interior Designer, Senior Technician, Senior Lighting Designer, Preconstruction Coordinator/Estimator	\$150/hour
Class 5 Personnel:	Architect II, Engineer I, Architectural Designer II, Engineer I, Landscape Architect II, Project Manager I, Planner	\$130/hour
Class 4 Personnel:	Architect I, Architectural Designer I, Graduate Engineer, Interior Designer II, Technician II, GIS Technician, Construction Project Manager/Superintendent, Planner I, Water Resources Specialist, Executive Assistant	\$110/hour
Class 3 Personnel:	Graduate Architect, Landscape Architect I, Interior Designer I, Technician I, Associate Planner, Field Scientist	\$ 95/hour
Class 2 Personnel:	Graduate Interior Designer, Graduate Landscape Architect, Project Assistant	\$ 80/hour
Class 1 Personnel:	Intern	\$ 60/hour

Reimbursable Expenses

1. Fees for Program, Financial or Procurement Management services when the Owner has engaged a supplier and Architect is subject to a fee.
2. Building permit fees and plan review fees as required by the authorities having jurisdiction over projects at cost plus 10%.
3. Outside services, consultants, travel and lodging at cost plus 10%.
4. Copies, telephone, cell phone voice and data charges and office supplies will be charged through a \$25 per month Misc. Office Expense charge. This charge will not be applied to invoices under \$1,000.
5. CAD black/white plotting at 15¢ per square foot; CAD color plotting at 25¢ per square foot; CAD low density color images at 30¢ each; CAD high density color images at 50¢ each; large-format color plotting at \$9 per square foot. Postage, shipping, and lab tests at cost. Files written to CD will be minimum \$100 per drawing or \$500 maximum. Passenger vehicle mileage on projects at the IRS Standard Rate (currently 67¢ per mile). Lodging, meals, and airfare at cost. Machine rental GPS at \$250 per day. Traffic Counters at \$60 per count. Surveying supplies at 50¢ per stake.
6. Overtime expenses requiring higher than normal rates if authorized by owner.

Notes:

1. Invoices are due upon receipt. Unpaid invoices shall bear interest at a rate of 1 percent per month if not paid within 30 days of the date of the invoice.
2. Special media requests may be at higher rate.
3. Hourly staff charges and expenses subject to change annually.

STD RATE

January 9, 2024

Progressive AE, Inc.

Corporate Office: | 1811 4 Mile Road NE | Grand Rapids, MI 49525 | 616.361.2664 | progressiveae.com
Regional Office: | 330 South Tryon Street, Suite 500 | Charlotte, NC 28202 | 704.731.8080 | progressiveae.com



ITEM 8.B

TO: Planning Commission
FROM: Eric Zuzga, Director of Community Services
DATE: May 8, 2024
SUBJECT: **SIGN ORDINANCE DISCUSSION**

Attached is a draft ordinance that will provide a comprehensive update to our sign ordinance. We will spend time discussing these changes and will hope to come up with a draft ordinance to consider at a public hearing in June.

RECOMMENDATION:

Schedule a public hearing for June 12, 2024, to consider the draft sign ordinance.

To: Eric Zuzga, Director of Community Services

From: Jason Ball, Senior Planner

Date: May 1, 2024

Re: Update to Zoning Ordinance: Signs

Progressive AE, Inc. (Progressive AE) has made updates to the City of Marshall's zoning ordinance related to signs, with draft text attached to this memorandum. These edits were completed based on direction received from the Planning Commission on April 10, 2024, in response to Progressive AE's audit of the ordinance.

In addition to the findings of the audit, the Planning Commission also gave Progressive AE additional guidance:

1. The Planning Commission generally favors a more restrictive ordinance that, while being friendly to businesses, prioritizes maintaining and enhancing community character. Note that total sign area has been reduced in most zoning districts and across most sign types in the draft ordinance.
2. The Planning Commission was interested in regulations that encouraged the use of "vintage signs" or signs that reflected a more historical character. See Section 8.03.2 and Section 8.12 of the draft ordinance.
3. An option to limit electronic signs to only Michigan Avenue has been included in the draft ordinance.
4. Additional regulations for flag signs are included. See Section 8.04.3.

Additional questions identified during the ordinance update are:

1. Does the city have an addressing ordinance that should be referenced regarding address signs?
2. The billboard spacing requirement of 1,000 feet could be more restrictive if the city would like to limit billboards further.
3. The effect of limiting multi-tenant buildings to one projecting sign per 8 feet of frontage is unclear.

The attached document is in draft format for the Planning Commission workshop on May 8, 2024.

Progressive AE will complete a full review for style, grammar and formatting following the workshop review with the Planning Commission. Please excuse any minor errors in this version.

The results of the sign ordinance audit provided to the Planning Commission in April follow, with notes indicating amended sections to respond to the audit finding.

I look forward to meeting with you all on May 8th to continue our discussion.

Progressive AE, Inc.

Corporate Office: | 1811 4 Mile Road NE | Grand Rapids, MI 49525 | 616.361.2664 | progressiveae.com
Regional Office: | 330 South Tryon Street, Suite 500 | Charlotte, NC 28202 | 704.731.8080 | progressiveae.com

ADDRESS LEGAL ISSUES AND BEST PRACTICES

1. Remove different standards for real estate signs versus temporary signs and other similar signs.
 - a. See Yard Sign Definition (8.02.44) and Yard Sign Standards (8.04.11)
2. Provide clear definitions for sign types (e.g., construction signs) that are content neutral.
 - a. See Section 8.02
3. Clarify types of prohibited signs to state that any sign not specifically permitted by the zoning ordinance is prohibited.
 - a. See Section 8.05
4. Remove incidental signs from the sign table and details section, as these signs do not require a permit.
 - a. See Section 8.04.4. Can incidental signs be removed entirely from the ordinance?
5. Clearly label and identify the substitution clause in the section/article.
 - a. See Section 8.03.1.R

MODERNIZE ELECTRONIC/LED CHANGEABLE MESSAGE SIGN STANDARDS

A first draft of proposed updates to this portion of the ordinance is attached to this memorandum.

Major changes proposed include:

1. Increase the proportion of the area of a sign to be accounted for by an electronic message board to at least 50%.
 - a. See Section 8.08.2
2. Require installation of ambient light monitors to automatically adjust brightness.
 - a. See Section 8.08.4.B
3. Prohibit electronic or LED signs within the Downtown or limit their size significantly so they cannot compose a large marquee or wall sign.
 - a. See Section 8.08.1
4. Add standards that prohibit displays from flashing or simulating movement that can be distracting/dangerous.
 - a. See Section 8.08.4.C
5. Permit LED signs in residential zoning districts but restrict the hours of operation and maintain the prohibition for residential uses. In other words, allowing electronic signs for schools, religious institutions and other non-residential uses that are permitted in residential zoning districts.
 - a. See Section 8.08.5.C
 - b. An option to limit electronic signs to Michigan Avenue is included in Section 8.08.8. This conflicts with other provisions and a determination will need to be made.

IMPROVE TEMPORARY SIGN REGULATIONS AND ADDRESS BANNERS

1. Provide a definition for “temporary” that defines a temporary sign as a sign that will be posted for no longer than 60/90 days.
 - a. See Section 8.02.39
2. Clearly differentiate between types of temporary signs that require a permit, and those that do not.
 - a. See Section 8.04.8 and Section 8.10
3. Create a new definition for a “yard sign” and allow for a single four-square foot yard sign per residential property. This will address real estate signs, political signs, etc.
 - a. See Yard Sign Definition (8.02.44) and Yard Sign Standards (8.04.11). Note options for additional signs in 8.04.11.B.
4. Remove real estate sign regulations.
 - a. See Yard Sign Definition (8.02.44) and Yard Sign Standards (8.04.11)

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5. Consider removing off-premises temporary directional signs (Subsection 5.1.4.D.ii). These signs are commonly placed in the right-of-way, which is prohibited, and they can be very difficult to regulate.
 - a. See Section 8.04.2; 8.04.4 & 8.04.8
6. Provide a clear definition for “flag sign” that differentiates it from a “flag” which is not typically regulated by a sign ordinance.
 - a. See Section 8.04.3
7. Remove sandwich board signs from temporary signs and place it in its own subsection.
 - a. See Section 8.04.7. Note, we removed the 20-foot spacing requirement because it seemed unnecessary given other requirements and likely to create issues between neighboring businesses.
8. Remove banner signs from temporary signs and place it in its own subsection and require a permit for banner signs.
 - a. See Section 8.10.1

CLARIFY THE SIGN PERMIT REVIEW PROCESS

1. The simplest approach is to require signs to receive a zoning permit or a sign permit that is separate from a building permit. This would require a sign to receive zoning approval, and then it could move forward with the building permit process, like any other construction.
 - a. See Section 8.15.2
2. Specify that the zoning administrator is responsible for enforcing and administering the sign provisions of the ordinance, not the building inspector.
 - a. See Section 8.15

REVIEW REGULATIONS REGARDING PROJECTING SIGNS

1. Increase the maximum area of projecting signs to 12 square feet in the B-3 zoning district but calculate total allowable sign area along with wall signs, awning signs, and other types of signs common to the B-3 zoning district.
 - a. See Section 8.10.4. Note, the total area was reduced to eight square feet.
2. Permit projecting signs in other commercial zoning districts.
 - a. See Table 8.09 in Section 8.09
3. Address issues of projecting signs relative to right of way, and whether a permit is required from other city departments if the sign encroaches on city right of way.
 - a. See Section 8.10.4

NONCONFORMING SIGN REGULATIONS

1. Allow non-conforming sign content to be updated or edited without the sign losing its legal status as nonconforming.
 - a. See Section 8.14.C
 - b. Note new option for replacement of nonconforming signs in Section 8.14.4
2. Provide a process for declaring a nonconforming sign abandoned and requiring its removal.
 - a. See Section 8.14.3
3. Provide specific standards for damage that prohibits a nonconforming sign from being repaired or re-established. For example, if a sign is damaged and the cost of repair exceeds 50 percent of the cost of replacement, then the replacement sign must conform to current ordinance standards.
 - a. See Section 8.14.C
4. Clarify the section regarding a change in use or change in property lines. A nonconforming sign should be permitted to remain following a change in use of a property and the status of the sign relative to property lines should be addressed prior to any split being approved. In

other words, a land split that would make a conforming sign nonconforming should not be permitted. It is possible that this section may be eliminated entirely (Subsection 5.1.7.B).

- a. See Section 8.14.2

USER-FRIENDLINESS AND ADMINISTRATION

1. Make “Signs” its own Article in the zoning ordinance to break up subsections more effectively within the document.
 - a. See Article 8 Signs
2. Repeat sign definitions within the new sign article or remove them from the definitions article with a cross reference. Relevant graphics and definitions are critical to understanding how sign regulation’s function and should be located within the same area of the ordinance. This will also eliminate the need to repeat portions of sign definitions within the article/section.
 - a. See Section 8.02
3. Provide for a Planned Sign Program that allows for flexibility in signage with approval by the Planning Commission and remove the section allowing for a special use sign permit.
 - a. See Section 8.13
4. Simplify the summary table to remove information that is repeated in other parts of the zoning ordinance.
 - a. See Section 8.09
5. Remove instances of duplication within the sign section of the ordinance to reduce length and complexity.
 - a. See Sections 8.09 and 8.10
 - b. Current sign section length: ~22 pages. New sign article length: 18 pages, plus new definitions, planned sign program and vintage sign sections.
6. Provide an updated graphic to illustrate sign area.
 - a. Pending.
7. Replace the reference to “ground floor wall area” with “first floor building elevation” and provide a definition and graphic that clearly defines the use of the term.
 - a. See Section 8.02.16 and Section 8.09
8. Do not require window signs to receive a permit but maintain other standards regarding window signs.
 - a. See Section 8.04.10. Note, added standards for total coverage of windows.
- ~~9. Consider allowing for an administrative departure from sign size, area, and other dimensional standards in the ordinance of no more than 10 percent, based on the same standards currently listed in Subsection 5.1.6.D.~~

Article 9. SIGNS

Section 9.01 Intent.

These regulations establish rules and standards for the construction, location, maintenance and removal of privately-owned signs. Directional, emergency, or traffic-related signs owned by City, county, state or federal government agencies are not regulated by this Section. The execution of these regulations recognizes that the purpose of this Chapter is to protect the interest of public health, safety and welfare and to ensure the maintenance of an attractive physical environment while satisfying the needs of sign users for adequate identification, communication, and advertising. In order that such purposes can be achieved, the following objectives shall be applied for this Chapter and any future additions, deletions and amendments:

1. **General.** Ensure that signs are located, designed, constructed, installed and maintained in a way that protects life, health, morals, property and the public welfare;
2. **Public Safety.** Protect public safety by prohibiting signs that are structurally unsafe or poorly maintained; that cause unsafe traffic conditions through distraction of motorists, confusion with traffic signs, or hindrance of vision; and that impede safe movement of pedestrians or safe ingress and egress from buildings or sites;
3. **Protect Aesthetic Quality of Districts and Neighborhoods.** Prevent blight and protect aesthetic qualities by preventing visual clutter and protecting views; preventing intrusion of commercial messages into non-commercial areas; and eliminating signs and sign structures on unused commercial properties. Also, to avoid glare, light trespass, and skyglow through selection of fixture type and location, lighting technology, and control of light levels;
4. **Free Speech.** Ensure that the constitutionally guaranteed right of free speech is protected and to allow signs as a means of communication;
5. **Reduce Conflict.** Reduce conflict among signs and between public and private information systems;
6. **Business Identification.** Allow for adequate and effective signage for business identification and other commercial speech, non-commercial speech, and dissemination of public information, including but not limited to, public safety information and notification as may be required by law;
7. **Foster Economic Development.** Ensure that signs are located in a manner that does not cause visual clutter, blight, and distraction, but rather promotes identification and communication necessary for sustaining and expanding economic development in the City; and,
8. **Recognize Unique Areas.** Acknowledge the unique character of certain districts, and establish special time, place and manner regulations that reflect the unique aesthetic, historical, and/or cultural characteristics of these areas.

Section 9.02 Definitions

1. **Sign.** Any surface, device, letter, word, model, balloon, pennant, insignia, emblem, logo, icon, painting, placard, poster, flag or representation, illuminated or non-illuminated, which is visible from a public place, including, but not limited to highways, streets, alleys or publicly-owned property, or is located on private property and exposed to the public, which directs attention to a product, service, place, activity, person, institution, business or constitutes a solicitation. For the purpose of

this Article, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

2. **Abandoned Sign.** A permanent sign which was erected on a property in conjunction with a particular use which has been discontinued for a period of 180 days or longer or a sign the content of which pertains to a time, event or purpose which no longer applies.
3. **Address Sign.** A sign depicting the street number of the property on which it is located.
4. **Animated Sign.** A changeable copy sign where the information conveyed changes more than once per minute.
5. **Awning.** A roof like cover, typically constructed of canvas, vinyl or similar fabric stretched over a framework, that projects from the wall of the building for the purpose of shielding a doorway, a window, or pedestrians from the elements.
6. **Awning Sign.** A permanent sign painted on, printed on, or attached flat against the surface of an awning.
7. **Balloon Sign.** A type of portable sign filled with air or gas.
8. **Banner Sign.** A temporary sign constructed of cloth, fabric or other similar material with or without a structural frame. A national flag of the United State of America, the State of Michigan flag, the City of Marshall municipal flag, the official flag of any religious, institutional or business establishment, or displays for holidays or public events shall not be considered banner signs.
9. **Barber Pole Sign.** A permanent sign attached to the building in a vertical cylinder shape with moving and/or alternating colors.
10. **Billboard Sign.** A permanent sign which identifies a use or advertises products and services not available on the site or parcel on which the sign is located.
11. **Changeable Copy Sign.** A permanent sign, electrical or non-electrical, on which the copy changes automatically or is designed to allow the copy to be changed manually while the surface of the sign remains unchanged, such as electronic time and temperature units or reader boards with changeable letters. A sign on which the copy changes more than once per minute shall be considered an animated sign.
12. **Construction Sign.** A temporary sign located on a parcel with a current building permit on which construction is occurring.
13. **Directional Sign.** A temporary or permanent sign that displays a message related to a product, activity, event or service and commonly includes an arrow or other directional means to assist in determining a correct route to an entrance, event or parking area.
14. **Double Faced Sign.** Signs with two parallel or nonparallel sign surfaces not more than 24 inches apart at any point on the opposite face.
15. **Feather (or Flutter) Sign.** Any sign that is comprised of material that is suspended or attached in such a manner to a pole or stake as to attract attention by waving, moving or fluttering from natural wind currents. It also includes similar signs that do not move or flutter.
16. **First Floor Building Area.** On a single story building, the area of an exterior building wall below the roof or eave line. On multi-story buildings, the area of an exterior building wall below the first floor cornice or window sill of the second floor window if no cornice is present.
17. **Flag Sign.** A permanent or temporary sign made of a rectangular piece of fabric of distinctive design used as a symbol or signaling device that includes the official insignia or flag of the United State of America, the State of Michigan the City of Marshall or that of any religious, institutional or business establishment.
18. **Freestanding Sign.** A permanent sign attached to or supported by a post(s), pole(s), base or the like, and not attached to a building. Freestanding signs include pylon and ground signs.

19. **Ground Sign.** A sign extending upward from grade that is attached to a permanent foundation for a distance of not less than 50 percent of its length, and which may be attached or dependent for support from any pole, posts, or similar uprights provided such supports are concealed within the sign structure.
20. **Historical Marker.** A sign, monument, or marker designating a location or structure of historical significance, on a site approved by the city, state, or federal government is exempt from regulation by this Chapter.
21. **Incidental Sign.** A temporary or permanent on-premises sign that is intended to provide information or direction for the convenience and necessity of the public and whose purpose is secondary to the use of the lot on which it is located. Such signs include but are not limited to open/closed signs, hours of operation, warning or caution signs, no trespassing signs, dangerous animal signs, and similar signs.
22. **Maintenance.** The cleaning, painting, repair or replacement of defective parts of a sign in a manner that does not alter the basic copy, design or structure of the sign.
23. **Marquee.** Any permanent roof like structure projecting from a building or extending along and projecting beyond the wall of the building generally designed and constructed to provide protection from weather.
24. **Marquee Sign.** A permanent sign attached to any part of a marquee other than the roof.
25. **Mural.** A permanent design or representation painted or drawn on a wall that does not advertise a business, product, service, or activity.
26. **Nameplate Sign.** A permanent sign affixed to the wall of a building or incorporated into the façade of the building. Examples include, but are not limited to, name of building and date of construction or opening.
27. **Nonconforming Sign.** A temporary sign or permanent sign which lawfully existed at the effective date of this Chapter, or any amendment thereto, that does not conform to all of the current requirements of this Chapter.
28. **On-Premises Sign.** A temporary sign or permanent sign which pertains to the use of the premises on which it is located.
29. **Pennant Sign.** A sign, with or without a printed design or text, made of flexible materials suspended from one or two corners, used in combination or on a cable or other similar support with other such signs to create the impression of a line.
30. **Permanent Sign.** Any sign of durable material permanently anchored or secured to a building, accessory structure or the ground.
31. **Portable Sign.** A temporary sign designed to be moved from place to place, whether or not it is attached to the ground or a structure.
32. **Projecting Architectural Feature.** Elements such as cornices, eaves and overhangs, canopies, porches, bay windows, and chimneys that are attached to or project out from the main building walls below the roof.
33. **Projecting Sign.** A permanent sign attached to a building which extends from the building toward the street.
34. **Pylon Sign.** A sign supported by one (1) or more poles, posts, braces, or pylons located in or upon the ground and not attached to a building. Also referred to as a pole sign.
35. **Roof Sign.** A temporary sign or permanent sign erected upon, against, or directly above a roof or on top of or above the parapet of a building, or signs where any portion of the sign extends above the roof of the building where the sign is located. Projecting architectural features, as defined in this Chapter, shall not be considered part of the roof.

36. **Sandwich Board Sign.** A temporary sign containing two separate faces which are attached to one another at the top by one or more hinges or fasteners and which when placed upon the ground will stand upright without any additional support.
37. **Sign Copy.** Any written characters, emblems, logos, images, or projections meant to promote, advertise, or otherwise call attention to a business, cause, location, organization, or event.
38. **Snipe Sign.** An off-premises sign that is tacked, nailed, posted, pasted, glued, or otherwise attached to trees, poles, stakes, fences, or to other objects.
39. **Temporary Sign.** A sign erected for 90 days or less for a specific purpose or event, which is not intended to be permanent, and is not otherwise defined in this Article.
40. **Wall Sign.** A permanent sign painted on, incorporated in, or attached directly to a building wall, window, or projecting architectural feature with the exposed face of the sign in a plane parallel to the building wall, window, or projecting architectural feature. A mural shall not be considered a wall sign.
41. **Warning Sign.** See incidental sign.
42. **Water Tower Sign.** A permanent sign attached to a water tower.
43. **Window Sign.** A temporary sign or permanent sign; picture, symbol or combination thereof that is placed inside a window or upon the window panes or glass and is visible from the exterior of the window.
44. **Yard Sign.** A sign of relatively impermanent construction manually placed in a yard and typically intended to announce or advertise an infrequent event such as, but not limited to, a garage sale; or to support a political candidate or political position; or the sale or rental of real property.

Section 9.03 General Sign Regulations.

1. **General Requirements.** The following regulations shall apply, unless otherwise specifically stated in this Chapter, to all signs erected or located in any zoning district within the City.
 - A. All signs shall conform to all applicable codes and ordinances of the City and, where required, shall be approved by the Building Inspector and have a license and permit issued.
 - B. Signs not visible from any street, alley or publicly-owned property are exempt from the provisions of this Chapter and do not require a sign permit.
 - C. A sign shall not be placed in, upon or over any public street, public right-of-way, alley or other publicly-owned land, except as otherwise expressly permitted by this Chapter.
 - D. Only signs established and maintained by the City, county, state or federal governments or expressly permitted by this Chapter shall be permitted in a public street right-of-way, dedicated public easement or upon publicly-owned land.
 - E. No public or commercial pole, utility pole or other supporting member located in a public right-of-way shall be used for the placement of any sign unless specifically designed and approved for the use.
 - F. No sign shall be located on or attached to any tree or other natural feature.
 - G. A sign shall not be erected in any place where it may, by reason of its position, shape, color or other characteristic, interfere with, obstruct the view of or be confused with any authorized traffic sign, signal or device, obstruct the view of any intersection or entrance to any public street or alley, or constitute a public nuisance.
 - H. No sign shall employ animated or moving parts, except as otherwise permitted in this Section.
 - I. No sign shall employ any flashing, moving, oscillating, blinking or variable intensity light; except as otherwise provided for in this Chapter.
 - J. No sign shall exhibit statements, words or pictures of an obscene or pornographic nature.
 - K. No sign shall emit a sound, odor or visible matter such as smoke or vapor.

- L. All signs with a sign height of greater than two feet shall be set back the lesser of three feet from a street right-of-way line or 15 feet from any front, side or rear property line unless attached to a building or permitted within the public street right-of-way.
 - M. Signs affixed to the ground shall not obstruct vision above a height of two feet from the established street grades within a clear vision zone. A clear vision zone is the triangular area formed by the intersection of any street right-of-way lines and a point along each right-of-way line 25 feet from the point of the intersection.
 - N. All signs, except directional signs, awning signs, wall signs and window signs, must be set back 15 feet from the intersection of the edge of an access drive and a street right-of-way line.
 - O. Signs required by any federal, state or municipal statute or ordinance shall be exempt from the provisions of this Chapter and shall not be included when calculating sign area.
 - P. Abandoned signs shall be removed or put into service. Removal of such signs shall include removal of the poles and/or supports. If the property upon which the sign is located is vacant and the previous use is abandoned, the entire sign (including above-ground base, height, poles, size, wires, panels and any other element) shall be removed within 30 days of the property becoming abandoned.
 - Q. A minimum ten (10) foot horizontal separation shall be maintained between any sign and any overhead utility. The nearest part of any sign, including support structures shall be at least four (4) feet from any electrical conductor, electric light pole, road lamp, traffic light, or other public utility pole or standard.
 - R. Substitution. Any commercial message lawfully established on a sign may be replaced with a non-commercial message provided that the regulations of this Article are otherwise met.
2. **Historic Painted Signs.** A historic business sign that was previously painted on the side(s) of a building prior to adoption of this ordinance shall be permitted to remain and to be maintained in its original design, colors, and materials. A historic painted sign shall not be altered without the approval of the Zoning Administrator.

Section 9.04 Signs Not Requiring a Permit.

The following signs shall be permitted without a permit, pursuant to the applicable regulations in this Section:

- 1. **Address signs.** Address signs shall comply with the requirements of Chapter ### and shall be visible and legible from the right of way.
- 2. **Permanent directional signs.** Permanent directional signs are permitted in non-residential zoning districts.
 - A. The maximum height of an on-premises directional sign shall be six feet.
 - B. The number of directional signs per parcel shall not exceed five.
 - C. Permanent directional signs shall not exceed four square feet in area.
- 3. **Flag signs.** Flag signs are permitted in all zoning districts.
 - A. Flag signs shall not exceed 40 square feet in residential districts.
 - B. Flag signs shall not exceed 80 square feet in commercial or industrial zoning districts.
 - C. Flag signs shall be displayed in one of two ways:
 - i. Affixed to a permanent pole affixed to the ground. Said pole shall not exceed 25 feet in height.
 - ii. Affixed to a permanent or temporary pole that is attached to a mounting point on the ground floor exterior wall of a building. Where such a flag sign extends over a sidewalk, there shall

- be not less than 8 feet of clearance from the lowest part of the flag to the surface of the sidewalk.
- iii. Flag signs shall be maintained in good condition.
 - iv. Up to three flag signs are permitted per parcel, provided that in no case shall the total area of all flag signs exceed 160 square feet.
4. **Incidental signs.** Incidental signs are permitted in all districts.
 - A. The total square footage of incidental signs on a property shall not exceed 6 square feet in the R-1, R-2, R-3, MFRD, MHPD and B-3 districts, 16 square feet in the B-2, B-4, FS, and POSD districts, or 24 square feet in the I-1, I-2 and HCHSD districts and the HCOD overlay district.
 - B. The height of any incidental sign shall not exceed six feet, except where an incidental sign is mounted on a building, fence or other structure, in which case, the sign shall not protrude beyond the eave or upper edge of the structure.
 - C. Incidental signs are not permitted for single-family residential uses.
 5. **Murals.** Murals are permitted in the B-2, B-3, B-4, and POSD districts, as well as the River District overlay district.
 6. **Nameplate signs.** Nameplate signs are permitted in all districts.
 - A. Nameplate signs shall not exceed two square feet in area.
 - B. Nameplate signs shall be mounted on the ground floor of the façade where the primary entryway is located.
 7. **Sandwich Board Signs.** Sandwich board signs are permitted in the B-2, B-3, and B-4 and HCHSD districts and do not require a sign permit. Sandwich board signs must meet the following standards:
 - A. One sandwich board sign shall be permitted per business in a building, provided that the spacing standards below are met.
 - B. Sandwich board signs shall not exceed 12 square feet in area per side.
 - C. The height of a sandwich board sign shall not exceed 4 feet.
 - D. The width of a sandwich board sign shall not exceed 3 feet.
 - E. Sandwich board signs shall not be illuminated.
 - F. Sandwich board signs shall be located a minimum of three feet from the back of curb of the adjacent street or maneuvering lane.
 - G. Sandwich board signs shall not impede pedestrian access to buildings or interfere with pedestrian movement on a public sidewalk.
 - H. Sandwich board signs shall not be moored or anchored to any object, but shall be designed or weighted to prevent instability or movement by wind or other natural forces.
 - I. Sandwich board signs shall be placed as near to the entryway of the promoted establishment as possible, and not further than ten horizontal feet from the center of the entryway, as measured along the building façade.
 - J. Sandwich board signs shall be permitted only during operating business hours or from the hours of 8:00am to 10:00pm, whichever is less, and must be stored inside when the establishment is not open to the general public.
 - K. Sandwich board signs shall not include moving parts or attachments, including, but not limited to, balloons, pinwheels, streamers, pennants, flags, or similar adornments.
 - L. Sandwich board signs must be professionally constructed of weather-proof, durable material, and kept in good repair.
 8. **Temporary signs.** Temporary signs do not include banners, yard signs, construction signs, prohibited signs, or other sign types otherwise defined in this Article.
 - A. Temporary Signs in Residential Districts.
 - i. Temporary signs shall not exceed three feet in height.

- ii. Properties with a principal residential use may erect a single temporary sign not exceeding six square feet in area.
 - iii. Properties with a non-residential use, may erect one temporary sign per frontage. The total area of all temporary signs displayed concurrently on one parcel shall not exceed 24 square feet.
 - iv. Temporary signs shall not be placed on the exterior wall of a residential structure or accessory structure.
- B. Temporary Signs in Non-Residential Districts.
- i. Temporary signs shall not exceed six feet in height.
 - ii. No temporary sign shall exceed six square feet in area.
 - iii. The total area of all temporary signs displayed concurrently on one parcel shall not exceed 32 square feet.
- Temporary signs shall not be placed within the clear vision triangle.
9. **Water tower signs.** Water tower signs are permitted on any water tower.
10. **Window signs.** Window signs are permitted in the B-2, B-3, B-4, POSD, FS, I-1, I-2, and HCHSD districts. Window signs must meet the following standards:
- A. The total area of all window signs shall not exceed 25% of all ground floor window area or 25% of the window to which the sign is affixed.
 - B. Window signs must be located in such a manner as to allow for clear visibility into the building and visibility of the checkout area of the building if the use is retail in nature.
 - C. The total area of all window signs shall not exceed the maximum wall sign area permitted on the building.
 - D. Window signs include all signage positioned near or applied to a window and visible from the public right-of-way or property line, including, but not limited to, signs painted directly onto the window pane, decals, static clings, and posters placed in a window. Sign area shall be calculated to the fullest extent of the limits of sign copy, regardless of the opacity of the window sign.
11. **Yard signs.** Yard signs are permitted in all zoning districts and do not require a sign permit. Yard signs must meet the following standards.
- A. One yard sign is permitted per frontage.
 - B. Additional yard signs are permitted during a time period of thirty (30) days prior to an election date to seven (7) days after the election date, and during times of emergency to allow businesses the ability to adequately advertise business practices.
 - C. Yard signs shall not exceed four (4) square feet in area on residential property and eight (8) square feet in area on nonresidential property.
 - D. Yard signs shall be setback a minimum of two (2) feet from the property line where a sidewalk is present adjacent to the parcel or a minimum of fifteen (15) feet from the curb/road edge on parcels without an adjacent sidewalk.

Section 9.05 Prohibited Signs.

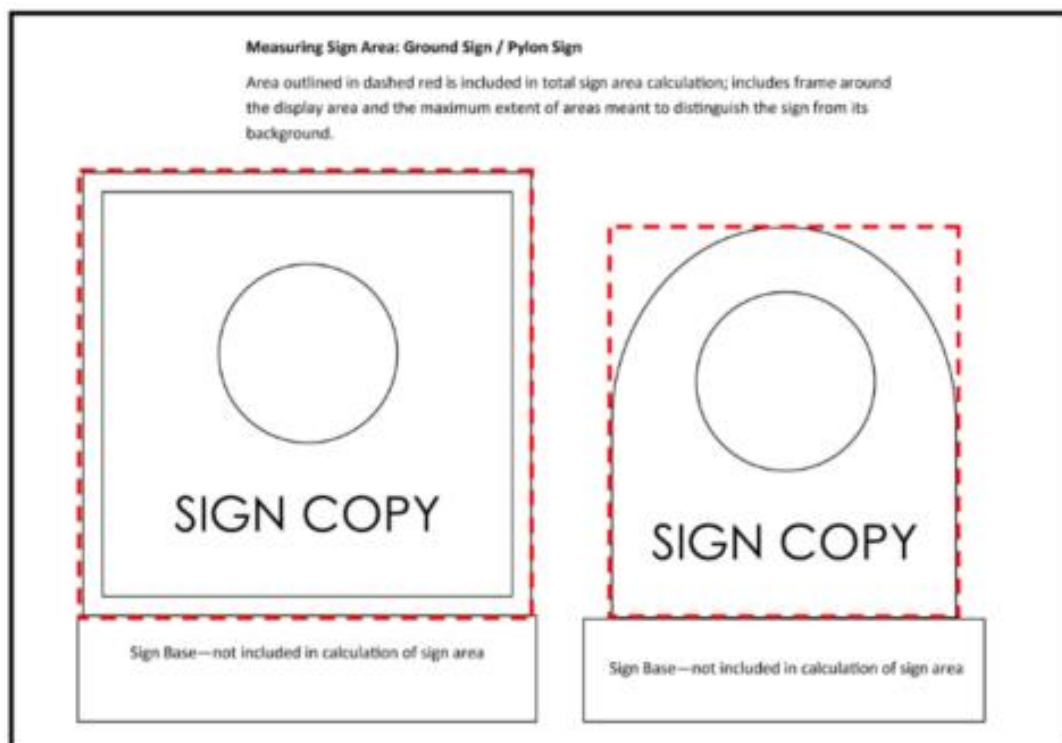
Any sign not clearly permitted by this ordinance is prohibited. The following signs are specifically prohibited:

- 1. Balloon signs.
- 2. Portable signs, except as otherwise permitted in this ordinance.
- 3. Roof signs.
- 4. Snipe signs.
- 5. Pennant signs.

6. Feather and flutter signs.
7. Any sign which requires a permit and is erected without a permit.
8. Any sign or sign structure which obstructs the view of, or may be confused with, a traffic directional/safety sign.
9. Signs which simulate or imitate in size, color, lettering or design, any traffic sign or signal or any sign which by design or location may in any manner interfere with, mislead or confuse the public with respect thereto or obstruct the public view thereof.
10. Any sign that advertises a business, event, or use no longer located on the same site as the sign. When a use changes, the owner shall have 30 days to replace a sign that is no longer applicable to the property on which it is located. The Planning Commission may extend this timeframe upon demonstration by the property owner that extraordinary circumstances exist such that application of this provision would be inequitable.

Section 9.06 Measuring Sign Area & Height

1. **Measuring Sign Area.** The sign area shall include the surface area which encloses the extreme limits of sign copy, together with the frame or other material or color forming an integral part of the display or used to differentiate the sign from the background against which it is placed, excluding only the structure necessary to support the sign.
 - A. A double faced sign, as defined in this Chapter, shall be considered as having one face and the area of one face shall be included in computing the sign area



2. **Measuring Sign Height.** Sign height shall be the vertical distance measured from the point of ground immediately beneath the sign to the highest point of the sign, including decorative embellishments. Where the ground elevation beneath a sign varies, the average grade of the ground within a five-foot radius of the sign structure shall be used. The average grade shall be the highest point within said radius plus the lowest point within said radius, divided by two. Any filling, berming, mounding or

excavating solely for the purpose of locating the sign shall not be included in the calculation of average grade.

Section 9.07 Illumination of Signs.

1. Where illumination of signs is permitted by this ordinance, three methods of illumination are permitted:
 - A. Internal Illumination. Where a sign is internally illuminated, no portion of the surface of the sign shall be transparent.
 - B. External Illumination. Where a sign is externally illuminated, the source of illumination shall be directed downward and shielded from directing glare onto neighboring properties or into the public right-of-way.
 - C. Halo Illumination (Backlighting). Where a sign is backlit, forming a halo of light around the sign copy on the surface behind the sign, the source of illumination shall not be visible from neighboring properties or the public right-of-way.

Section 9.08 Changeable Copy Signs

Changeable copy signs are permitted as follows:

1. Any changeable copy area shall be part of a permanent ground or pylon sign, except in the B-3 district, where the Planning Commission may permit changeable copy areas on wall signs and marquee signs. Animated signs and electronic changeable copy signs are prohibited in the B-3 zoning district.
2. The changeable copy sign area of any sign shall not exceed 50 percent of the permitted sign area and must be integrated into the design of the overall sign.
3. The changeable copy sign area shall be counted as part of the total sign area allowed.
4. Light level and illumination requirements:
 - A. The illumination average of any electronic sign shall be no more than 2,000 nits during daylight hours, and shall be reduced to no more than 250 nits from a half hour before sunset to a half hour after sunrise.
 - B. All electronic changeable message signs shall have installed ambient light monitors that automatically adjust the brightness level of the electronic sign based on ambient light conditions.
 - C. The display shall not, or shall not appear to, flash, undulate, pulse, or portray explosions, fireworks, flashes of light, or blinking or chasing lights; the display shall not appear to move toward or away from the viewer, expand or contract, bounce, rotate, spin, twist or simulate similar movements that could be disorienting or distracting to motorists or pedestrians.
5. Animated signs shall be subject to the following:
 - A. Animated signs shall be turned off from midnight to 5:00 a.m.; excluding businesses open during this time period. During this time, the sign message may be static.
 - B. In non-residential zoning districts, the rate of change for an animated sign shall not exceed once per 12 seconds where the speed limit is less than 45 miles per hour and once per 10 seconds where the speed limit is 45 miles per hour or greater.
 - C. In residential zoning districts, the rate of change for an animated sign shall not exceed once per 20 seconds.
 - D. Animated signs are prohibited in a yard that directly abuts or is across the street from a residential property or zoning district.

6. Electronic changeable message signs located within a residential zoning district, or having a sign face that is oriented toward a residential district, whether animated or not, shall be turned off between 11pm and 6am.
7. No electronic or animated signs are permitted on properties with a principal residential use.
8. Electronic changeable message signs are limited to properties within the B-2, B-4, and FS zoning districts with frontage on Michigan Avenue.

Section 9.09 Standards for Permanent Signs Requiring a Permit

The following table provides a summary of dimensional requirements for signs that require a permit and for which dimensional standards vary by zoning district. Additional standards for each sign type are contained in Section 9.10.

In the event of inconsistency between this table and the standards elsewhere in this Article, the standards elsewhere shall control.

9.09 Permanent Signs Requiring a Permit				
Sign Type	Max. Surface Display Area	Max. Height	Number	Additional Standards
R-1, R-2, and R-3 districts				
Ground	24 square feet	4 feet	1	-
	Permitted for non-residential uses only, except that a ground sign may be permitted at a subdivision, condominium development, or multiple family residential street entrance.			
MFRD, MHPD, and POSD districts				
Awning (POSD only)	12 Square Feet	N/A	1 per awning	-
Ground	32 square feet	4 feet in MFRD and MHPD; 9 feet in POSD	1 per frontage on a major thoroughfare	-
Wall	Total 5% of first floor building elevation, up to 60 square feet	Must be located on the first floor building elevation	1 per frontage	9.10.6
B-3 district				
Awning	12 Square Feet	N/A	1 per awning	-
Marquee	25% of first floor building elevation, up to 60 square feet; electronic signs are prohibited.	Shall not project above the eave or roofline of the marquee	1 per street frontage	9.10.3
Projecting	8 square feet	Shall not project above the first floor building elevation	1 per building; 1 per tenant for multi-tenant buildings	9.10.4

9.09 Permanent Signs Requiring a Permit				
Sign Type	Max. Surface Display Area	Max. Height	Number	Additional Standards
Wall	10% of first floor building elevation, up to 60 square feet; electronic signs are prohibited	Shall not project above the first floor building elevation	1 per frontage	9.10.6
B-2 and B-4 districts				
Awning	12 Square Feet	N/A	1 per awning	-
Marquee	25% of first floor building elevation, up to 100 square feet	Shall not project above the eave or roofline if the marquee	1 per street frontage	9.10.3
Ground	48 square feet; 72 square feet for multi-tenant centers, 72 total square feet for multiple signs	9 feet	1 per frontage on a major thoroughfare	-
Projecting	12 square feet	Shall not project above the first floor building elevation	1 per building; 1 per tenant for multi-tenant buildings	9.10.4
Wall	25% of first floor building elevation, up to 100 square feet	Shall not project above the eave or roofline	1 per frontage	9.10.6
FS district				
Awning	12 square feet	N/A	1 per awning	-
Ground	48 square feet; 72 square feet for multi-tenant centers, 72 total square feet for multiple signs	9 feet	1 per frontage on a major thoroughfare	9.09.3 9.09.4
Pylon	100 square feet	30 feet	1	9.09.7
Wall	Total of 25% of first floor building elevation, up to 150 square feet	Shall not project above the eave or roofline	1 per frontage	9.10.6

9.09 Permanent Signs Requiring a Permit				
Sign Type	Max. Surface Display Area	Max. Height	Number	Additional Standards
I-1 and I-2 districts				
Awning	12 Square Feet	N/A	1 per awning	-
Billboard	200 square feet; up to 25% changeable copy	20 feet	1 per 1,000 feet of right-of-way frontage	-
	A billboard sign shall be located at least 1,000 feet from any other billboard sign. Where a billboard sign includes a changeable copy area, such as panels for advertising fuel prices, the changeable copy area shall not exceed 25% of the total sign area.			
Marquee	25% of first floor building elevation, up to 100 square feet	Shall not project above the eave or roofline of the marquee	1 per frontage	9.10.3
Ground	48 square feet; 72 square feet for multi-tenant centers, 72 total square feet for multiple signs	9 feet	1 per frontage on a major thoroughfare	-
Wall	Total of 25% of first floor building elevation, up to 100 square feet	Shall not project above the eave or roofline	1 per frontage	9.10.6
HCHSD district				
Awning	12 Square Feet	N/A	1 per awning	-
Marquee	25% of marquee surface, up to 10 square feet	Shall not project above the eave or roofline of the marquee	1 per frontage	9.10.3
Ground	250 sq ft total of all signs	11 feet	No limit; total sign area shall not exceed 250	-
Wall	Total of 5% of first floor building elevation, up to 250 sq ft	Shall not project above the eave or roofline	No limit; total sign area shall not exceed 250 sq ft	9.10.6

Section 9.10 Additional Regulations for Signs Requiring a Permit.

1. **Banner Signs.** Banner signs are temporary signs permitted in commercial and industrial zoning districts following issuance of a sign permit. Banner signs must meet the following standards:
 - A. No more than five such signs shall be displayed for any given event or purpose.
 - B. No more than one such sign shall be displayed concurrently on any property or parcel.

- C. The maximum area of a banner sign is 32 square feet. Banner signs are not included in the computation of maximum permanent sign area for a site.
 - D. Where a banner sign is not attached to a building, the maximum height of the banner is 6 feet.
 - E. Banner signs shall be removed within two days of the conclusion of the advertised event.
 - F. In no event shall a banner sign remain posted for more than 42 days.
 - G. No zoning lot shall display a banner sign for greater than 126 days in a calendar year.
2. **Construction Signs.** Construction signs are temporary signs permitted in all districts following the issuance of a sign permit. Construction signs must meet the following standards:
- A. One construction sign is permitted per site.
 - B. Construction signs shall have a maximum height of 6 feet.
 - C. Construction signs shall not exceed 32 square feet in size in non-residential districts or 12 square feet in residential districts.
 - D. Construction signs shall not be erected until a building permit is obtained for the project, if required, or until construction begins, whichever is later.
Construction signs shall be removed when construction is complete.
3. **Marquee Signs.** Marquee signs are permitted subject to the following:
- A. A maximum of two sides of a marquee may feature a sign.
 - B. Marquee signs shall not project more than 12 inches from the mounting surface.
 - C. Marquee signs are permitted only for non-residential uses.
4. **Projecting Signs.** Projecting signs are permitted in non-residential zoning districts, subject to the following:
- A. Number allowed:
 - i. One sign per building.
 - ii. A building having multiple commercial tenants is permitted more than one projecting sign on a street frontage, provided the number of projecting signs does not exceed one for each (8) eight feet of building frontage.
 - B. Locations, size, lighting, and height restrictions:
 - i. Projecting signs shall not project more than 36 inches from the face of the building or wall.
 - ii. Signs shall maintain a minimum clearance of 8 feet from the sidewalk to the bottom of the sign.
 - iii. Projecting signs shall be mounted a minimum of 4 feet from each building edge or lot line as defined by a common wall between the businesses.
 - iv. Projecting signs shall not be free swinging, so as to pose a danger to the public during high winds.
 - v. Projecting signs shall not be lighted, internally or externally.
 - vi. Where an establishment fronts on two or more streets, a projecting sign shall only be permitted on the frontage where the main entryway is located.
 - C. Right of Way Encroachment
 - i. A projecting sign may extend over a public sidewalk or within a right of way with an additional right of way permit from the City of Marshall.
5. **Pylon Signs.** Pylon signs are permitted in subject to the following:
- A. No portion of the sign area shall be within nine feet of the ground.
 - B. No portion of the ground support shall exceed a combined width of 36 inches.
 - C. Sign area for a multi-tenant commercial development may be increased by following the Planned Sign Program requirements, but shall not exceed 200 total square feet in area.
6. **Wall Signs.** Wall signs are permitted subject to the following:
- A. Wall signs shall not project outward from the surface of the wall more than 12 inches.

B. Wall signs are not permitted for single-family residential uses.

9.10.6 Maximum Wall Sign Area						
	R1, R2, R3	MFRD, MHPD & POSD	B-3	B-2, B-4, FS	I-1, I-2	HCHSD
Maximum wall sign area	N/A	60 sq. ft.	60 sq. ft.	100 sq. ft.	100 sq. ft.	250 sq. ft.

Section 9.11 District-Specific Regulations.

1. R1, R2, R-3, MFRD, MHPD, B-3. Home occupations located in single family dwelling units shall be permitted a single nameplate sign, to be affixed on the ground floor of the street-facing façade. No other signs shall be permitted for any single-family dwelling unit. Home occupations located in attached or multi-family dwelling units are not permitted a sign.
2. River District Overlay. Live/work units shall be permitted a single nameplate sign.

Section 9.12 Vintage Sign Design

1. **Purpose and Intent.** The purpose of allowing vintage sign designs is to support and reinforce the existing character of the City of Marshall's downtown business district. New signs that present as a vintage sign should contribute to the historic and architectural character of the property, block, and business district.
2. **Sign Types.** Eligible vintage sign designs may apply to wall signs and projecting signs.
3. **Procedure.** The Planning Commission shall have the authority to waive sign size and placement requirements and may allow the use of exposed standard neon tubing for vintage signs, provided that the applicant fulfills the requirements of this Section.
 - A. **Eligibility.** Only commercial properties within the B3 zoning district may request a vintage sign design.
 - B. **Planning Commission Public Hearing.** The Planning Commission shall review the application for a vintage sign design at its regular meeting upon publishing a notice and notifying property owners pursuant to Section 103 (General Provisions) of the Michigan Zoning Enabling Act (P.A. 110 of 2006).
 - C. **Application.** Applications for a vintage sign design shall include, at a minimum, the following materials.
 - i. A narrative description indicating:
 - a. A statement demonstrating that the eligibility requirements are met.
 - b. The general design intent for proposed sign.
 - c. A description of how the sign is coordinated with building architecture and compatibility with the surrounding development context.
 - d. A demonstration of how the requested vintage sign design fulfills the Standards for Approval.
 - ii. The proposed location, types, heights, and size of the signs, indicated on scaled plans and/or building elevation drawings.
 - iii. Proposed materials, fabrication details, and illumination proposed for sign structures and faces.
 - D. **Standards for Approval.** The Planning Commission may approve a vintage sign design provided the following criteria are met:
 - i. The applicant has provided examples or likenesses of vintage signs that demonstrate a specified historical period, and the applicant has sufficiently described how the new proposed sign design should be regarded as having a "vintage" design.

- ii. The proposed sign design is complementary to existing signage within the district and reinforces the historic context of downtown Marshall.
 - iii. The sign design does not confuse drivers, pedestrians, or bicyclists as to the location of any businesses or uses.
 - iv. The placement of the sign will not conceal architectural details of the building, substantially block views of adjacent buildings, or create a nuisance for upper-level users.
 - v. The proposed sign is compatible with adjacent uses and the existing or intended character of the surrounding neighborhood and will not have an adverse impact upon or interfere with development, use, or enjoyment of adjacent properties.
- E. Appeal. The decision of the Planning Commission shall be final and may not be appealed to the Zoning Board of Appeals. However, the applicant may elect to submit a variance application.
4. **Conditions.** The Planning Commission may, in its consideration of a larger sign than would otherwise be permitted, require the removal of existing signage on a building, set a maximum total amount (square footage) of allowable signage for a site, and/or impose other conditions as necessary to ensure signage is cohesive with the district's context.
5. Once approved, no other application for an additional vintage sign may be approved for the same property. The sign shall not be altered in any way except as may be necessary for necessary maintenance or in the instance of a renaming. If the message on the sign must be altered, the Zoning Administrator may approve such a change provided the shape, size, and style of lettering is the same or smaller. If removed a vintage sign approved by the Planning Commission is removed, any subsequent sign shall meet the requirements of this Article.

Section 9.13 Planned Sign Program

1. The Planning Commission may review and approve a Planned Sign Program for signs in a commercial or industrial zoning district.
2. **Purpose.** The purpose of a Planned Sign Program is to allow a greater degree of flexibility in sign design and display in cases where strict compliance with the requirements of this Article may not be feasible. Further, a Planned Sign Program is intended to be used for multiple signs for large project development areas and integrated complexes to ensure that the requested signs work in a coordinated fashion to meet the general intent for signs in the zoning district.
3. **Intent.** This Section shall not be used to circumvent the variance process or to simply permit larger, more visible, or additional signs than may otherwise be permitted by this Article, without any consideration for unique sign design and display or other conditions.
4. **Procedures.** The Planning Commission shall have the authority to approve alternative requirements for sign design, number, type, size, height, location, and lighting, provided that the applicant fulfills the requirements of this Section.
 - A. Eligibility. A Planned Sign Program may be approved only for project sites larger than one (1) acre in size.
 - B. Planning Commission Public Hearing. The Planning Commission shall review the application for a planned sign program at its regular meeting upon publishing a notice and notifying property owners pursuant to Section 103 (General Provisions) of the Michigan Zoning Enabling Act (P.A. 110 of 2006).
 - C. Application. Applications for a planned sign program shall include, at a minimum, the following materials.
 - i. A narrative description indicating:
 - a. A statement demonstrating that the eligibility requirements are met.
 - b. The general design intent for proposed signs.

- c. A description of how the signs are coordinated with proposed building architecture and compatibility with the surrounding development context.
 - d. A demonstration of how the requested Planned Sign Program fulfills the Standards for Approval.
 - ii. The proposed locations, types, number, heights, and sizes of all signs, indicated on scaled plans and/or building elevation drawings.
 - iii. Proposed materials, fabrication details, and illumination proposed for sign structures and faces.
 - iv. A clear description of the zoning ordinance provisions for which a modification is requested.
- D. Standards for Approval. The applicant shall demonstrate, and the Planning Commission shall find, that each of the following standards are met before a planned sign program may be approved.
- i. That the planned sign program would result in a more attractive aesthetic setting, improved safety, provide more convenient identification for planned users, or other similar purposes that would not be achievable without deviations from the specific requirements of this Article;
 - ii. That the location and/or physical characteristics of the applicant's property or the needs for identification are unique when compared to other similarly situated parcels in the same zoning district and in the same vicinity;
 - iii. That the proposed planned sign program substantially furthers the purposes and intent of this Section; and
 - iv. That approval of the planned sign program would not create any adverse effects on one or more properties in the vicinity.
- E. Appeal. The decision of the Planning Commission shall be final and may not be appealed to the Zoning Board of Appeals. However, the applicant may elect to submit a variance application.

5. Amendments.

- A. Minor modifications to a previously approved planned sign program may be approved by the Zoning Administrator provided the general sign design, number of signs, and dimensional requirements are maintained. Minor modifications include:
 - i. Changes in sign location of not more than five (5) feet;
 - ii. Changes to sign faces, provided that the face is no larger and materials are consistent with the approved sign; and
 - iii. Changes to landscaping and lighting.
- B. An amendment to an approved planned sign program not qualifying as a minor modification shall be reviewed by the Planning Commission using the same process as the original application.

Section 9.14 Non-Conforming Signs.

- 1. A sign lawfully erected prior to the adoption of this Article or any applicable amendment thereto which does not meet the standards of this Article may be continued as a legal non-conforming sign, except as hereinafter provided. A legal non-conforming sign shall not:
 - A. Be substantially altered in structure so as to change the shape, size, location, type or design of the sign; or
 - B. "Substantially altered" does not refer to normal maintenance, such as painting, or a change in message panels.

- C. A non-conforming sign may remain as long as the sign is properly maintained and is not detrimental to health, safety, and welfare. If damaged to an extent exceeding 50% of its replacement cost, the sign shall not be repaired/replaced except in conformity with this Article.
- 2. If the owner of the premises on which a sign is located changes the location of a property line or sign so that a sign is rendered non-conforming, the sign must be removed or made to conform to the provisions of this Article.
- 3. If the activity, business, or use a nonconforming sign is communicating has been discontinued for 180 days or longer, the Zoning Board of Appeals may declare the sign abandoned, following the standards in Section 7.7.6.B and require its removal or reconstruction to conform to the standards of this Article.
 - A. If a sign is declared abandoned, the owner shall have 30 days to have the sign removed. If the sign is not removed within 30 days, the Building Inspector may have the sign removed at the cost of the property owner.
- 4. A nonconforming sign may be replaced by another nonconforming sign of the same type and character so long as the new sign is reduced in total area by at least 25 percent.

Section 9.15 Administration and Enforcement.

1. **Enforcement.**

- A. The sign provisions of this ordinance shall be administered and enforced by Zoning Administrator(s) or their designee.
- B. The Zoning Administrator(s) or their designee may enter at any reasonable time upon the premises where any sign is located. All sign violations shall be considered civil infractions. No criminal penalty shall be attached for violations except where a police officer has actually observed a criminal violation being committed.

2. **Permits.**

- A. For signs that requiring a permit, a zoning permit must be issued by the zoning administrator prior to receiving a building permit to construct a sign.
- B. The zoning permit shall confirm that the sign meets the requirements of this Article and any additional requirements of the Zoning Ordinance.
- C. No person shall erect, place, relocate, alter or add to any sign for which a zoning permit is required without obtaining a building permit from the city building inspector. The building inspector may determine that certain types of signs do not require a building permit.

3. **Plans and Specifications.** No person shall erect or alter any sign or which a permit is required, except in accordance with the plans and specifications approved by the Zoning Administrator and Building Inspector.

4. **Application and Permit Fee.** Application for sign zoning permits shall show the name and address of the owner of the sign and the person responsible therefore and the location, type, sign height and sign area of the sign and shall contain a drawing or other rendering of the proposed sign. The application and permit fee shall be filed with the Zoning Administrator for investigation. If the Zoning Administrator finds that the sign conforms to all provisions of this Article and other relevant sections of the Zoning Ordinance, a permit shall be issued. The Zoning Administrator shall make a finding within ten business days of filing the application. .

5. **Fees.** The fee for sign permits shall be as adopted and amended from time to time by resolution of the City Council.

6. **Inspection.**

- A. After being erected, each sign for which a permit is required, shall be approved and inspected by the Zoning Administrator for zoning compliance.

- B. If, upon any inspection by the Building Inspector or Zoning Administrator, a sign is found to be unsafe or in a condition that does not comply with the provisions of this Ordinance, the Zoning Administrator shall give notice of the condition to the owner or the person responsible. Within 30 days thereafter, the necessary repairs shall be made in order to bring the sign into compliance with this Chapter.
7. **Unsafe Conditions.** If a sign is found to be in such an unsafe condition that immediate repairs or the removal thereof are required, the Building Inspector shall take such precautions as may be necessary to protect the safety of the public in the use of the streets the cost of which shall be the responsibility of the owner. Maintenance.
- A. Signs, including the face, framing and all supports thereof, shall be kept and maintained in a safe condition, shall be adequately protected against corrosion and shall conform to all the provisions of this Ordinance.
 - B. Signs which are broken, torn, bent or whose supports are broken, bent or damaged, and signs that are not reasonably level and plumb shall be repaired and installed in a manner prescribed by the Zoning Administrator and / or Building Official, but in no case shall repair requirements exceed building code requirements and the original condition of the sign and/or its supports.
 - C. All signs shall be maintained in good structural condition, in compliance with all building and electrical codes, and in conformance with this Ordinance. Failure to comply with this Section may result in action by the Zoning Administrator or Building Official to rescind the permit with subsequent removal of the entire structure.
 - D. Signs shall be free from disfigured, cracked, ripped or peeling paint, poster paper or other material.
 - E. A sign shall not stand with bent or broken sign facing, with broken supports, with loose appendages or struts, or more than 15 degrees from vertical.
 - F. A sign shall not have weeds, trees, vines, or other vegetation growing upon it, or obscuring the view of the sign from the public right-of-way from which it is to be viewed.
 - G. An internally illuminated sign shall not be allowed to stand with only partial illumination.
8. **Nuisance.** Any sign erected or displayed without a permit or any sign which does not comply with the provisions of this Chapter shall be deemed a hazard to the safety of the public and is declared to be a public nuisance and may be abated by removal without notice at the cost of the property owner.
9. **Signs Within Fire Limits.** No person shall erect a lighted or mechanical sign within the fire limits of the City unless the sign and supports therefore be entirely constructed of fire-resistant materials and complies with the provisions of the City's Fire Code.
10. **Obstruction Hazard.** No person shall erect, display or maintain any sign which obstructs any fire escape, building entrance or public passage, or at a horizontal distance of less than ten feet from any fire hydrant or traffic light.
11. **Appeals.** The Zoning Board of Appeals is authorized to hear and decide appeals where it is alleged by the appellant that there is an error in any order, requirement, decision or determination made in connection with the enforcement of this Section. The Zoning Board of Appeals shall also have the power to authorize a variance from the strict application of this Section following the procedures contained in Section 7.8 of the Zoning Ordinance.



ITEM 8.C

TO: Planning Commission
FROM: Eric Zuzga, Director of Community Services
DATE: May 8, 2024
SUBJECT: **UPDATE B-4/FS ORDINANCE-HEIGHT AND BANKS ISSUE**

RECOMMENDATION:

Schedule a public hearing for June 12, 2024 to receive freeback and consider a recommendaiton on the proposed amendments.

CITY OF MARSHALL, MICHIGAN

ORDINANCE #2024-__

PREAMBLE

AN ORDINANCE TO AMEND CITY OF MARSHALL ZONING CODE, CHAPTER 3.0 ZONING DISTRICTS, SECTION 3.1.10, B-4 REGIONAL COMMERCIAL DISTRICT AND SECTION 3.1.11, FREEWAY SERVICES DISTRICT, TO REPEAL ANY ORDINANCES IN CONFLICT THEREOF, AND TO PROVIDE AN EFFECTIVE DATE HEREOF.

THE CITY OF MARSHALL HEREBY ORDAINS:

Section 1. Title and Purpose. This Ordinance shall be titled as the “Zoning Ordinance Amendments, Chapter 3.0, B-4 Regional Commercial District and FS Freeway Service District.”

The purpose of this ordinance is to amend the City of Marshall Zoning Ordinance, Chapter 3.0, Section 3.1.10, to add to Special Land Uses Banks to allow for financial institutions with accessory drive-through facilities and to amend subsection D Development Standards - Building Height 35 ft. or 60 ft. if greater than 500 ft from R-1, R-2, or R-3 Zoned parcels; and further to amend Section 3.1.11 “FS Freeway Service District”, subsection D Development Standards - Building Height Building Height 35 ft. or 60 ft. if greater than 500 ft from R-1, R-2, or R-3 Zoned parcels.

Section 2. Amendment to Chapter 3.0 Zoning Districts. That **Chapter 3.0, Zoning Districts** of the Marshall City Zoning Code, Section 3.1.10 “B-4 Regional Commercial District”, is hereby amended to add the following to subsection “C Special Land Uses”:

x. Banks and financial institutions with accessory drive-through facilities

Section 3. Amendment to Chapter 3.0 Zoning Districts. That **Chapter 3.0, Zoning Districts** of the Marshall City Zoning Code, Section 3.1.10 “B-4 Regional Commercial District”, subsection “D Development Standards” - Building Height is hereby amended as follows:

Building Height: 35 ft. or 60 ft if greater than 500 ft from R-1, R-2, or R-3 Zoned parcels

Section 4. Amendment to Chapter 3.0 Zoning Districts. That **Chapter 3.0, Zoning Districts** of the Marshall City Zoning Code, Section 3.1.11 “FS Freeway Service District”, subsection “D Development Standards” - Building Height is hereby amended as follows:

Building Height: 35 ft. or 60 ft if greater than 500 ft from R-1, R-2, or R-3 Zoned parcels

Section 5. Severability. It is the legislative intent of the City adopting this Ordinance that all provisions hereof shall be liberally construed to protect the public health, safety, and general

welfare of the inhabitants of the City and all other persons affected by this Ordinance. Consequently, should any provision of this Ordinance be held to be unconstitutional, invalid or of no effect, such holding shall not be construed as affecting the validity of any of the remaining provisions of this Ordinance or Zoning Code, it being the intent of the City Council that this Ordinance shall stand and remain in effect, notwithstanding the invalidity of any provision hereof.

Section 6. Savings Clause. Except as specifically amended herein, all other provisions of the Marshall Zoning Ordinance shall remain in full force and effect.

Section 7. Conflicting Ordinance and Code Provisions Repealed. Any Marshall Ordinance, parts of Ordinances, or any Marshall Code provision in conflict or inconsistent with any of the provisions of this Ordinance shall be and is hereby repealed.

Section 8. Publication. This Ordinance shall be published in a newspaper of general circulation in the City of Marshall qualified under state law to publish legal notices. This Ordinance shall be recorded in the Ordinance Book and such recording shall be authenticated by the signatures of the Mayor and the City Clerk.

Section 9. Effective. This Ordinance is declared to be effective seven (7) days after publication or as provided by law.

Section 10. Code Edits. The editors of the Marshall Code are hereby authorized, subject to approval of the City Manager, Clerk, or Council authorized designee, to update and revise Code section numbers to effectuate the provisions of this Ordinance.

Adopted and signed this _____ day of _____, 2024.

James Schwartz, MAYOR

Michelle Eubank, CITY CLERK

I, Michelle Eubank, being duly sworn as the City Clerk for the City of Marshall, hereby certify that the foregoing is a true and complete copy of an ordinance approved by the City Council, City of Marshall, County of Calhoun, State of Michigan, at a regular meeting held on _____, 2024, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available by said Act.

Michelle Eubank, CITY CLERK