



Planning Commission Agenda

**213 S. Marquette Street, Ironwood, MI 49938
Memorial Building, Women's Club Room, 2nd Floor**

1. Recording of the Roll
2. Approval of the June 1, 2017 Meeting Minutes.
3. Approval of the Agenda
4. Citizens wishing to address the Commission regarding Items on the Agenda (Three-minute limit)
5. Citizens wishing to address the Commission regarding items not on the Agenda (Three-minute limit)
6. Items for Discussion and Consideration
 - A. Public Hearing and Consideration of PC Case 2017-005 Site Plan review for MMHP Dog Park
 - B. Comprehensive Plan Implementation Status of Priority Action Items
 - I. Strategy 3.1(a) Update the Zoning Ordinance
 - II. Strategy 3.1(b) Update the Zoning Map
 - III. Strategy 4.2 Prepare a Wayfinding Master Plan
 - IV. Strategy 4.4 Prioritize, plan for and construct pedestrian system improvements
7. Other Business
8. Next Meeting: August 3, 2017
9. Adjournment



PROCEEDINGS OF THE IRONWOOD PLANNING COMMISSION
Thursday, June 1, 2017

A Regular Meeting of the Planning Commission was held on Thursday, June 1, 2017 in the Women's Club Room, Second Floor of the Municipal Memorial Building in the City of Ironwood, Michigan.

1. Call to Order: Chair Davey called the meeting to Order at 5:00 p.m.

Recording of the Roll:

MEMBER	PRESENT		EXCUSED	NOT EXCUSED
	YES	NO		
Ryan Wood	X			
Burchell, Bob				
Cayer, Joseph Sr.	X			
Davey, Sam	X			
Lemke, Joseph		X		
Nancy Korpela		X		
Brandon Tauer, ex-officio, non-voting member	X			
Silver, Mark	X			
	5	2	Quorum	

Also present: Community Development Director Tom Bergman and Community Development Assistant Tim Erickson

2. Approval of the April 6, 2017 Meeting Minutes:

Motion by Cayer to accept the April 6, 2017 Minutes. **Second** by Silver. **Motion Carried 4 to 0.**

3. Approval of the Agenda:

Motion by Cayer to accept the Agenda. **Second** by Silver. **Motion Carried 4 to 0.**

4. Citizens wishing to address the Commission regarding Items on the Agenda (three-minute limit): None.
5. Citizens wishing to address the Commission regarding Items not on the Agenda (three-minute limit): None.
6. Items for Discussion and Consideration:

- A. Public Hearing and Consideration of PC Case 2017-004 Zoning Amendment to R-2 District: Chair Davey opened up for public comment; no comments were presented. Director Bergman introduced the project attached to the agenda.

Motion by Cayer to approve the rezoning. **Second** by Silver. **Motion Carried 4 to 0.**

- B. Public Hearing and Consideration of PC Case 2017-004 Conditional Use for Gogebic Community Mental Health Authority 8 bed Adult Foster Care Home: Chair Davey opened up for public comment; no comments were presented. Director Bergman introduced the project along with the application which will allow for an 8 bed adult foster care home attached to the agenda.

Motion by Silver to grant the conditional use permit as amended by Director Bergman. **Second** by Cayer. **Motion Carried 4 to 0.**

- C. Discussion on Dog Park in Miners Memorial Heritage Park: Director Bergman introduced the map and design specs attached to the agenda. Kostelnik, President of the Friends of Miners Memorial Heritage Park (MMHP) discussed the project, maintenance details, cost breakdown, agreements between MMHP and H.O.P.E. Animal Shelter and insurance. Director Bergman requested a picture of the fence that will be placed to present at the next meeting.

- D. Comprehensive Plan Implementation Status of Priority Action Items:

- I. Strategy 3.1(a) Update the Zoning Ordinance
 1. Director Bergman discussed the Redevelopment Ready Communities (RRC) funding for the update of the zoning ordinance.
- II. Strategy 3.1(b) Update the Zoning Map
 1. Director Bergman went over the method for rezoning. He discussed rezoning city property first and then work on private property rezoning as land turns over.
- III. Strategy 4.2 Prepare a Wayfinding Master Plan
 1. Director Bergman discussed the grant that the City had applied for through Gogebic Ontonagon Community Action to complete a portion of the Master Plan. Davey discussed aluminum banners to be placed on light poles along US2.
- IV. Strategy 4.4 Prioritize, plan for and construct pedestrian system improvements.

1. Director Bergman stated that the City Commission will workshop the plan that the Planning Commission had approved.

7. Other Business: None.

8. Next Meeting: July 6, 2017 at 5:00 p.m.

9. Adjournment:

Motion by Silver to adjourn the meeting. **Second** by Wood. **Motion Carried 4 to 0.**

Adjournment at 5:32 p.m.

Respectfully submitted

Sam Davey, Chair

Tim Erickson, Community Development Assistant



MEMO

To: Chair Davey and Planning Commission

From: Tom Bergman, Community Development Director

Date: July 6, 2017

Meeting Date: June 12, 2017

Re: PC Case 2017-005 Site Plan Review Miners Memorial Heritage Park Dog Park

Background/Request

The Friends of the Miners Memorial Heritage Park and HOPE Animal Shelter are working together to develop a Dog Park on the Southwest Corner of Ayer St. and Bonnie St. The dog park would be located on City property that is part of the Miners Memorial Heritage Park. Because this is technically a City project on City property it isn't required to have Site Plan Review, but the practice of the City has been to hold City projects to the same requirements as private projects. This item has been discussed at other meetings and has been published in the newspaper.

Site Plan Review Requirements

Below are the site Plan review requirements from the zoning ordinance for all projects. Much of this can be ignored because it doesn't apply to this specific project, but it is good for the commission to be familiar with the full process.

Each site plan submitted for review shall provide the following information:

- (1) Scale, north arrow, name and date of plan; dates of revisions thereto;
- (2) Name and address of property owner and applicant and the name and address of developer;
- (3) The applicant's ownership interest in the property and, if the applicant is not the fee simple owner, a signed authorization from the owner for the application;
- (4) Name and address of designer. A site plan may be prepared by the applicant. It is recommended, however, that it be prepared by a professional community planner, engineer, architect, landscape architect or land surveyor registered in the state;
- (5) A vicinity map, legal description of the property, dimensions and lot area. Where a metes and bounds description is used, lot line angles or bearings shall be based upon a boundary survey prepared by a registered land surveyor and shall correlate with the legal description;
- (6) Existing topography with a minimum contour interval of two (2) feet; existing natural features such as trees, wooded areas, streams, marshes, ponds, and other wetlands; clear indication of all natural

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features to remain and to be removed. Groups of trees shall be shown on an approximate outline of the total vegetational canopy; individual deciduous trees of six-inch diameter or larger and individual evergreen trees of six-inch diameter or larger, where not a part of a group of trees, shall be accurately located on the final site plan. A written report of the areas to be changed shall include their effect on the site and adjacent properties;

- (7) Existing buildings, structures and other improvements, including drives, utility poles and towers, easements, pipelines, excavations, ditches with their elevations and drainage directions, bridges, culverts; clear indication of all improvements to remain and to be removed;
- (8) General description of deed restrictions, protective covenants or other legal agreements or encumbrances upon the property;
- (9) Owner, use, and zoning classification of adjacent properties; location and outline of buildings; drives, parking lots, and other improvements on adjacent properties;
- (10) The method to be used to control any increase in effluent discharge to the air or any increase in noise level emanating from the site. A written description of any nuisance that would be created within the site or external to the site whether by reason of dust, noise, fumes, vibration, smoke or lights and how the nuisance shall be controlled;
- (11) Existing public utilities on or serving the property; location and size of water lines and hydrants; location, size and inverts of sanitary sewer and storm sewer lines; location of manholes and catchbasins; location and size of wells, septic tanks and drain fields;
- (12) Names and rights-of-way of existing streets, private roads and/or recorded easements on or adjacent to the property; surface type and width; spot elevation of street, private road or recorded easement surface, including elevations at intersections with streets and drives of the proposed development;
- (13) Zoning classification of the subject property, location of required yards, total ground floor area and percent of lot coverage, floor area ratio. In the case of residential units, the plan shall note dwelling unit density, lot area per dwelling unit and a schedule of the number, size and type of dwelling units;
- (14) Grading plan, showing finished contours at a minimum interval of two (2) feet and correlated with existing contours so as to clearly indicate cut and fill required. All finished contour lines are to be connected to existing contour lines at or before the property lines;
- (15) Location and exterior dimensions of proposed buildings and structures, with the location to be referenced to property lines or lines to a common base point; distances between buildings; height in feet and number of stories; finished floor elevations; ground grade elevation; and all required setbacks;
- (16) Location and alignment of all proposed streets and drives; rights-of-way where applicable (shall meet city standards) and typical cross section of same showing surface, base, and subbase materials and dimensions; location and typical details of curbs; turning lanes, with details; location, width, surface elevations and grades of all entries and exits and curve radii;
- (17) Location and dimensions of proposed parking lots; numbers of spaces in each lot; dimensions of spaces and aisles; drainage pattern of lots; typical cross section showing surface, base, and subbase materials, angle of spaces. Include provision of snow storage area representing twenty (20) percent of total parking area;
- (18) Location and size of proposed improvements of open space and recreation areas and statement on proposed maintenance provisions for such areas;
- (19) Location, width and surface of proposed sidewalks and pedestrian ways;

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Park

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- (20) Location and type of proposed screens and fences; height, typical elevation and vertical section of enclosures, showing materials and dimensions;
- (21) Location of proposed outdoor trash container enclosures; size, typical elevation and vertical section of enclosures, showing materials and dimensions;
- (22) Location, type, size, area and height of proposed signs;
- (23) Layout, size of lines, inverts, hydrants, drainage flow patterns, location of manholes and catchbasins for proposed sanitary sewer, water and storm drainage utilities; location and size of retention ponds and degrees of slop of sides of ponds; calculations for size of storm drainage facilities; location of electricity and telephone poles and wires; location and size of surface-mounted equipment for electricity and telephone services; location and size of underground tanks where applicable; location and size of outdoor incinerators; location and size of wells, septic tanks and drain fields where applicable. Final engineering drawings for all site improvements such as but not limited to water, sanitary sewer and storm sewer systems; streets, drives and parking lots; retention ponds and other ponds or lakes; retaining walls shall be submitted to and approved by the planning commission prior to approval of the final site plan. If on-site water and sewer facilities are to be used, a letter of approval of the facility or a copy of the permit from the county health department, the state department of natural resources or another appropriate agency shall be submitted to the planning commission prior to the planning commission's approval of the final site plan;
- (24) Landscape plan showing location and size and name of plant materials;
- (25) Description of measures to be taken to control soil erosion and sedimentation during and after completion of grading and construction operations. Recommendations for such measures may be obtained from the county drain commissioner or soil service district offices or the city sedimentation control official;
- (26) Location of proposed retaining walls, including dimensions and materials of same; fill materials; typical vertical sections; restoration of adjacent properties, where applicable;
- (27) Location, type, direction and intensity of outside lighting;
- (28) Right-of-way expansion where applicable; reservation of dedication of rights-of-way to be clearly noted;
- (29) Location of underground transportation pipelines;
- (30) There shall be room allotted for an alternate title field on each lot or parcel approved to have a septic tank;
- (31) Development and use of the land, buildings or structures shall not in any way increase surface water runoff to adjacent property owners;
- (32) The planned number of people to be housed and employed, visitors or patrons, and vehicular and pedestrian traffic flow;
- (33) Loading standards:
 - a. *Purpose.* In order to prevent undue interference with public use of streets and alleys, every manufacturing's storage, warehouse, department store, wholesale store, and retail store, market, hotel, hospital, laundry, dry cleaning, mortuary and other uses similarly and customarily receiving and distributing goods by motor vehicle shall provide space on the average day of full use. Every building housing such a use and having over five thousand (5,000) square feet of gross floor area shall be provided with at least one (1) truck standing, loading and unloading space on the premises not less than twelve (12) feet in width, sixty (60) feet in length and fourteen (14) feet in height, if enclosed.

- b. *Storage of refuse.* All space required for the accumulation and out-loading of garbage, trash, scrap, waste products and empty containers within residential and commercial districts shall be provided entirely within a building or screened area.
- c. *Access.* Access to a truck standing, loading and unloading space shall be provided directly from a public street or alley or from any right-of-way that will not interfere with public convenience and that will permit orderly and safe movement of truck vehicles.
- d. *Additional to parking space.* Loading space as required under this section shall be provided as area additional to any required off-street parking space.

Recommendation

Staff recommendation is to approve the project as it meets all ordinance requirements.



H.O.P.E. Animal Shelter

590 Easy St
Ironwood, Mi 49938
906/932-1511



Friends of the Miners
Memorial Heritage Park

P.O. Box 52
Ironwood, Mi 49938
906/932-1787

City of Ironwood
213 S. Marquette Street
Ironwood, MI 49938

May 4, 2017

Request Approval of the Miners Park Dog Park

Location: The Miners Park Dog Park will be located at the southeast corner of Ayer Street and East Street intersection (See enclosed maps.)

The dog park location is close to the HOPE Animal Shelter, adjacent to the main 2.6 mile Miners Trail in the Miners Park and the City Industrial Zone.

The exact on ground location of the dog park will be determined after City guidance on road setback, snow plowing requirements, and drainage ditch considerations.

Phased Development: The dog park will be built in phases. The initial phase consists of a single dog park for summer operations. Based on additional fundraising and community input, additional phases include:

- an additional gate for winter snow removal
- a small dog park
- an entrance shed for completing paperwork and protection from the weather
- pet agility equipment
- benches & picnic tables
- parking lot (adjacent to planned MMHP Bonnie St building)

Initial Funding: Hope Animal Shelter is holding \$2,599 raised for the dog park which covers projected, initial, dog park installation costs. The HOPE Board will also lend additional funds, if needed, to be paid back through future fundraising to complete the initial dog park installation.

Agreements: A proposed Letter of Agreement between HOPE Animal Shelter and the Friends of the Miners Memorial Heritage Park is attached outlining primary responsibilities and obligations

for HOPE and the Friends of the Miners Park.

Operations: The Miners Park Dog Park Committee continues to work on dog park policies and procedures including:

- shot requirements
- dog licensing requirements
- dog park rules
- daily and seasonal suggested donations and payment procedures
- park maintenance procedures
- dog park policy and sponsorship sign creation

Fundraising: The Miners Park Dog Park Committee is finalizing and will begin an additional fundraising plan for sponsorship and donations to complete additional phases and raise funds for continuing operations.

Thank you for your consideration.

Paul Kostelnik
President, Friends of the Miners Memorial Heritage Park

Colleen Sachs
President, H.O.P.E. Animal Shelter

Ayer St

144'

Easy/
Bonnie
Street

Dog
Park

126'

156'

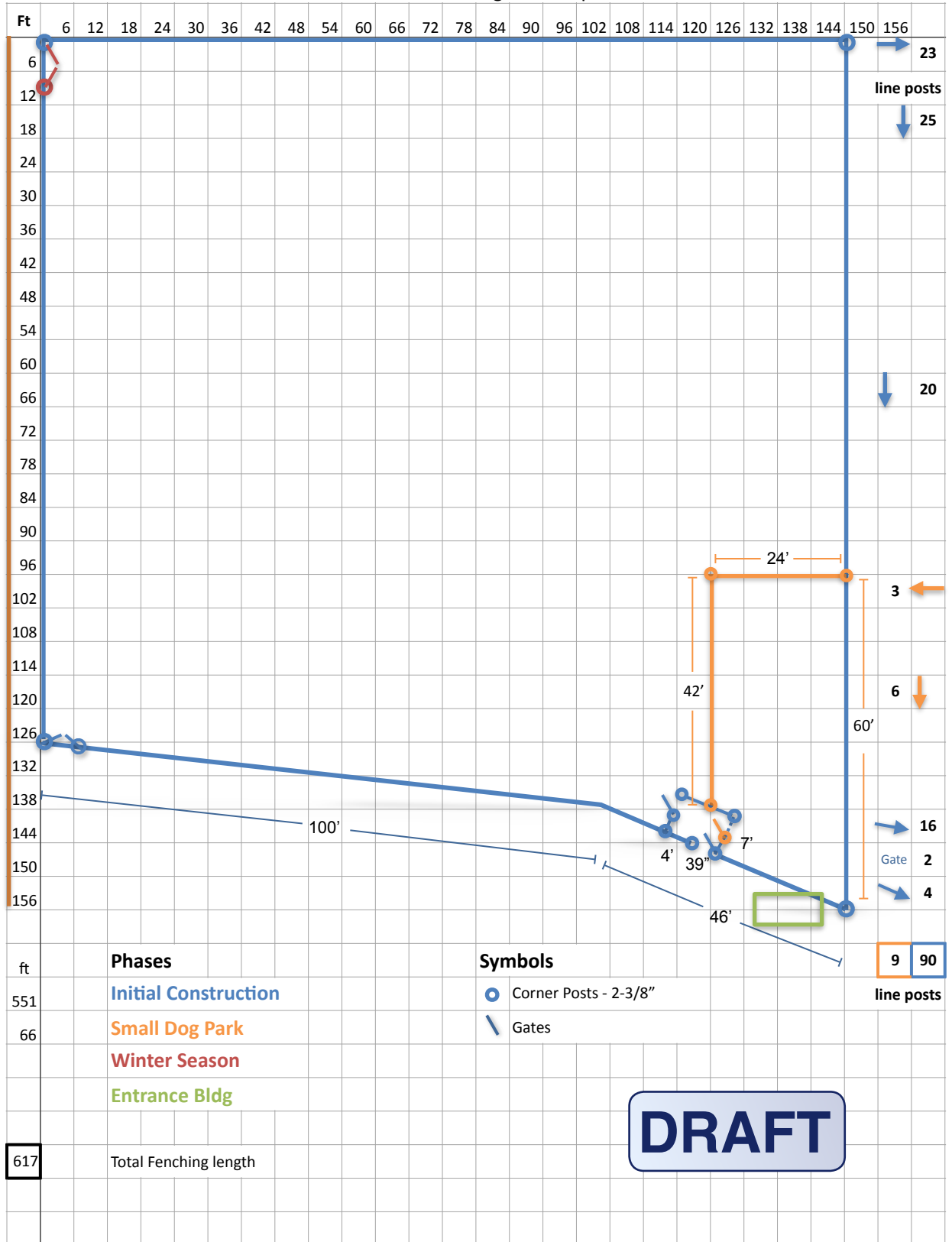
100'

46'

Easy St

Future
Welcome Center,
Maintenance Bldg
& Parking Lot

Miners Park Dog Park Map



Dog Park Costing - Initial Installation as defined 4/12/2017

ITEMS	EA	Forslund's Spring Catalogue 2017		
		Item #	6' High fence	
FENCING				
Utility welded wire 14g, 100' x 6'	6	711847	\$ 97.99	\$ 588
Corner Posts, 2-3/8" x 8'	11	715065	\$ 17.00	\$ 187
Line Posts, Mdm Duty T, 6-1/2' - 92?	90	735786	\$ 4.60	\$ 414
Gate, 39" x 6'	2	765565	\$ 45.00	\$ 90
Gate, 6.5" (2ea 39" x 6') - width?	1	765565	\$ 90.00	\$ 90
Gate Center Anchor	1	360349199	\$ 23.00	\$ 23
Gate Hinges, 2-3/8" - was 6ea	8	701681	\$ 2.50	\$ 20
Gate Kits (Handle/locking kit?)	3	?	\$ 16.00	\$ 48
Subtotal				\$ 1,460
ADJUNCTS				
Gravel, yds - entrances?	10		\$ 25.00	\$ 250
Concrete Mix, bags - corners & gates?	10		\$ 5.00	\$ 50
Subtotal				\$ 300
ACCESSORIES				
Mutt Mitt - Dispenser Only - no post, sign or mitts	2	2401	\$ 67.00	\$ 134
Mutt Mitt Single Ply - 2000/Case	1	2660	\$ 92.00	\$ 92
Garbage Cans	2		\$ 50.00	\$ 100
Subtotal				\$ 326
MISCELLANEOUS				
Misc. Hardware	1		\$ 100.00	\$ 100
Steel Post Driver - was \$30	1	718922	\$ 26.49	\$ 26
Subtotal				\$ 126
Contingency, Taxes, etc @15%				\$ 332
ESTIMATED TOTAL				\$ 2,544

LETTER OF AGREEMENT

DRAFT

**Friends Of The Miners Memorial Heritage Park
PO Box 52
Ironwood, Michigan 49938**

04/xx/2017

**H.O.P.E. Animal Shelter
Xxx
Ironwood, Michigan 49938**

Dear **H.O.P.E. Animal Shelter**:

The following instrument shall summarize the Agreement in accordance with our previous discussions held on **04/xx/2017**. This Agreement was preceded through prior negotiations which took place by on and prior to **04/xx/2017**.

As per our conversation, the mutually agreed upon terms are as follows:

TOPIC OF AGREEMENT

Friends of The Miners Memorial Heritage Park and **H.O.P.E. Animal Shelter** are in agreement to the following with regards to:

the operation of a dog park located in the Miners Memorial Heritage Park, a City of Ironwood City Park.

The Miners Memorial Heritage Park Dog Park or other jointly designated name for this dog park will be operated by **H.O.P.E. Animal Shelter** and the **Friends of The Miners Memorial Heritage Park** and/or subsequent groups in the future, and shall continue to work in faithful cooperation to maintain a mutually respectful relationship and to resolve issues in a cooperative manner.

The **H.O.P.E. Animal Shelter** shall have primary responsibility to oversee the following areas of dog park operation in cooperation with the **Friends of The Miners Memorial Heritage Park**:

Dog Park Operations: establish and maintain dog park rules, policies, and hours of operation schedules; schedule and coordinate daily visitor fronting operations and maintenance of the dog park;

Treasurer: establish and maintain a separate checking account with signers from **H.O.P.E. Animal Shelter** as well as the **Friends of The Miners Memorial Heritage Park**; provide a monthly income and expense, and budget report to both signatory groups.

Finances: establish and maintain dog park usage fees schedule, dog park pass policies, and handle dog park visitor relations;

Fund Development: establish and maintain a funding development plan;

Environmental hazards: Evaluate and develop plans to protect visitors and dogs regarding health and safety;

The **Friends of The Miners Memorial Heritage Park** shall have primary responsibility to oversee the following areas of dog park operation in cooperation with the **H.O.P.E. Animal Shelter**:

Dog Park Committee: Chair and provide notice of quarterly meetings, special meeting dates, meeting agendas, and meeting notes to promote joint operation of the dog park;

Ground Maintenance and Trails: schedule and perform routine ground maintenance within and leading to the dog park to include grass cutting, snow removal. And sign maintenance as required.

Publicity: create a publicity plan to coordinate and schedule publicity of dog park policies and events;

Volunteers: create a volunteer plan to promote community participation in dog park maintenance and events, coordinate and schedule volunteers;

Activities: create an activity plan to coordinate and schedule activities for dog park events;

History: create an history plan to promote the history of the Miners Memorial Heritage Park to dog park visitors and during events.

TERMS OF AGREEMENT

The aforementioned Agreement will become effective on **04/xx/2017**, and shall remain in effect until **04/xx/2037**. The aforementioned Agreement shall remain in effect until such time of the expiration date or agreed upon termination, unless otherwise agreed upon by mutual agreement in writing by both parties.

ACT OF GOD/FORCE OF NATURE

Neither party shall be considered in default or in breach of contract hereunder nor be held liable for any failure to perform or for any delay in the performance of any provisions related to this Letter of Agreement when such failure or delay to perform should be triggered by any act or force of nature beyond either party's control. Such acts or force of nature would include, but are not limited to, Act of God (tornado, hurricane, lightning strike, etc.), fire, flood, hostilities, war, striking, or governmental restrictions, provided that whosoever declares an ACT of GOD or Force of Nature shall then provide prompt written notice to the other party to this Agreement of the commencement of the circumstance, the nature of the delay or failure, and when the condition will terminate/cease. Should such performance become interrupted by any such act as mentioned above, every reasonable effort shall be made to resume full performance of the Letter of Agreement as promptly as possible.

NOTICE

Both parties hereby acknowledge and agree that any notices provided in connection with this Agreement, shall be made in writing by registered or certified mail, with return receipt requested.

ENTIRETY OF AGREEMENT

There are no other representations, terms, conditions, warranties, or agreements, either oral or written, with respect to this Letter of Agreement made between both parties. As such, no changes shall be made except in writing, and thus executed by both parties.

PREVAILING LAW

The entirety of this Letter of Agreement shall be governed in accordance with the prevailing laws of the State of **Michigan**. Every aspect and provision of this Agreement shall be construed in such a manner that shall render this an effective and valid legal instrument under current applicable law. Should any part of this Agreement be deemed ineffective or unenforceable under applicable, only that specific provision shall be invalid and unenforceable, without affecting or invalidating any of the remaining provisions contained within this Letter of Agreement.

LEGAL REMEDIES

Should either party seek legal remedy to enforce or interpret any of the provisions contained with this Letter of Agreement, the prevailing party shall be entitled to reasonable attorney fees, in conjunction with any other relief deemed appropriate by the court to which the party may be entitled.

TERMINATION

Both parties shall have the right, at any time, provided written notice is given, to terminate this Letter of Agreement, whereas all rights shall immediately return to the originator of said Letter of Agreement without prejudice to money that may be due or become due upon the occurrence of any of the following:

- (a) Any violation of the terms of this Letter of Agreement, by either party;
- (b) Death or disability of either party during the term of this Agreement, or;
- (c) Either parties' inability to perform in accordance with this Letter of Agreement.

TITLES AND SUBTITLES

Any titles or subtitles contained or used in connection with this Letter of Agreement have been provided for ease and convenience of use only and shall not be used to construe any other meaning or intent.

By the signing of this Letter of Agreement, both parties acknowledge and agree, with full understanding as to the accuracy of the contents herein, and with the terms agreed upon during negotiations.

If the above correctly expresses your understanding of the terms reached during our negotiations, please sign and date a copy of this Agreement and return the signed Agreement to me.

(Signature of Duly Authorized Representative)

**Friends of The Miners Memorial Heritage Park
PO Box 52
Ironwood, Michigan 49938**

Accepted and agreed on **04/xx/2017**.

(Signature of Duly Authorized Representative)

**H.O.P.E. Animal Shelter
Xxx
Ironwood, Michigan 49938**