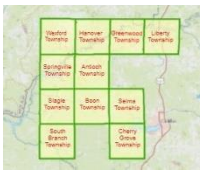

Wexford Joint Planning Commission

4830 E. M – 55 Highway

Cadillac, Michigan 49601

231-775-1138 x 6 planningandzoning@wexfordjpc.org www.wexfordjpc.org

OCTOBER 2024 STAFF REPORT

PLANNING and ZONING

The '**Stipulation and Order to Dismiss**' regarding the appeal of the WJPC ZBA decision of Case #ZBA-2023-03 of January 2024 has been finalized and filed by the court. Staff will be assembling legal bills to submit for insurance reimbursement.

ENFORCEMENT / COMPLIANCE

Please see attached Enforcement / Compliance spreadsheet: it has been updated to hopefully answer some questions brought up last month during my absence. Some of the acronyms such as **HSW** are primarily for internal use as a flagging tool. [Health / Safety / Welfare] = sense of urgency!

TRAINING OPPORTUNITY

The ZA, 3 WJPC representatives (Boon, Hanover and Liberty) and one (Selma Township) Board member were in attendance at the **HOT TOPICS in PLANNING & ZONING** training in Cadillac on Wednesday, August 28th.

Staff is arranging a ½ hour remote consultation with the trainer to review our current Zoning Ordinance language. Article 16 has specific special use standards for Utility Grid Wing Energy Systems which I believe would NOT be considered 'Compatible'.

We do NOT have any 'specific' standards for a large-scale solar energy system, therefore, only the applicable standards in Articles 86 and 94 would apply. Utility Grid Solar | Utilities [22], is permitted as a special use in both the Forest Conservation and Rural Residential zoning districts.

The ZA participated in a CREO webinar on October 17th presented by MTA with MTA legal.

The NEW act requires that these large-scale uses be permitted in 'any / every' zoning district.

The WJPC has sufficient funds in the training budget to send WJPC members to future training if they desire to attend.

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"***Police power ordinances avoid the non-conforming use problem inherent with the zoning approach, because they may regulate activities that are already underway regardless of their lawfulness under zoning***."

WJPC | WEXFORD COUNTY

Staff has been in contact with the County Administrator / Equalization Director regarding office availability at their Lake Street facility. It would be up to the County to present a 'draft' lease – hopefully for action at your October meeting.

This change of 'office-of-record' will be a positive benefit to the community by positioning the WJPC office in the same facility as the Wexford County Building Department, while still maintaining our autonomy.

** According to the WJPC attorney, it would only be necessary to amend our by-laws

5. Fiduciary, Office of Record, Professional Services

A. Office of Record: The Cherry Grove Township Hall, 4830 East M-55, Cadillac, Michigan 49601, shall be the office of record for the Commission.

B. Fiduciary: The Township of Cherry Grove shall be the fiduciary for the Commission.

C. Professional Services. The Joint Commission shall, within budgetary appropriations and other funds available to it for such purposes, have the authority to retain the services of such planning, legal, and other professional consultants as it deems necessary.

On Friday October 4th, Assistant ZA Townsend participated as an invited guest (on behalf of the WJPC) with the Resources for Rural Prosperity in Bad Axe – [Case Studies of Rural Readiness Programs spotlighting innovation and collaboration for capacity building].

RURAL READINESS GRANT

Assistant ZA Townsend has submitted a reimbursement request in the amount of $6076.50 related to our Rural Readiness grant. It will be reported upon receipt.

ANNUAL AUDIT

The WJPC has received copies of the audit covering fiscal 2023/2024 – they will be distributed on this meeting date. There was one comment related to our fee structure and website that has already been address and appropriately corrected.

Land Use Permit Activity (since last report)

Permit #	Parcel #	Applicant Information	Use Type	ZONE	TWP	Zoning Comments
2024-138	2412-30-1101	Martin, Louis	ND	RR	WEX	New Dwelling
2024-139	2110-23-3202	Anderson, John	DECK	RR	CHE	DECK
2024-140	2411-LG4-424	Karsnick, John	ND	R1	HAN	New Dwelling attached Garage
2024-141	2210-BR1-14	Hamaker, Kathy	RA	R2	SEL	Addition to Mobile Hm & Cpt.
2024-142	2210-14-4408	Conrad, Dianne-Arrow Homes	ND	RR	SEL	New Dwelling
2024-148	2110-MPK-194	Hill, Rob	ND+RA	R2	CHE	RA w/ 1200+ sq. ft. living area
2024-143	2112-25-3501	Hamilton, Christopher	RA	R1	SPR	Residential Accessory
2024-144	2110-11-4323	VanDermoon, Mark	RA	RR	CHE	Residential Accessory
2024-145	2110-BB11829	Vankampen, Robert - Corner Concrete	RA addition	R2	CHE	Res. Accessory addition
2024-146	2112-25-3501	Bostwick, John	RA	RR	SOU	Residential Accessory
2024-147	2110-HP-14	Rocca, John and Helen	RAD	R2	CHE	Residential Addition
2024-148	2110-23-2103	Lapinski, John and Helen	Fence	RR	CHE	Fence
2024-149	2211-03-1101	Cloush, Bridget	RA	RR	BOO	Residential Accessory
2024-150	2409-34-2101	Ressler, Mary	ND	RR	LIB	
2024-151	2110-AA-04	Lindstrom, Jon - Affordable Remodeling	DECK	R2	CHE	Deck
2024-152	2212-30-4101	Bauman, Ronnie	RA	RR	SLA	Ag. Building
2024-153	2311-16-3302	Bristol, Danny	RA	RR	ANT	ResidentialAccessory
2024-154	2412-34-4101-01	Coon, Kevin - Deverman Building	ND	RR	WEX	New Dwelling
2024-155	2211-01-4102	Wexford County Road Commission	COMM	RR	BOO	38' x 130' Storage Building
2024-156	2210-HB-045	Johnson, Cheryl	RA	R2	SEL	2nd Story Addition
2024-157	2112-06-4216	Taylor, Dean - Russ Long Const.	RA	RR	SOU	Addition and Deck
2024-158	2312-10-2401	Gorsuch, Shiela	RA	RR	SPR	26' x 36' Residential Accessory
2024-159	2312-02-2202	Shannon, Kastl	RA	RR	SPR	12' x 28' Residential Accessory
2024-160	2110-HP-31	Rocca, Johnny	RA	R2	CHE	14' x 26' NC Expansion
2024-161	2409-34-2101	Atwood, Demetrius	ND	RR	LIB	New Dwelling
2024-162	2112-22-3410	Forgy, Ryan - Vantage Point Construction	ND	RR	SOU	New Dwelling
2024-163	2412-01-4105	Smith, Ronald - TC Exteriors	ND	R1	WEX	New Dwelling

ND = New Dwelling RAD = Residential Addition RA = Residential Accessory

For your review,

Robert (Bob) Hall
Planning and Zoning Director

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Wexford Joint Planning Commission
Ordinance Enforcement and Compliance

Date Reported	Nature of Concern	TWP	PARCEL ID #	1st Contact	2nd Contact	Atty-FINAL	NOTES
2/14/2024	Keeping of Animals-Horse	HAN	2411-32-3101	MDARD	MDARD	Email Comm	CLOSED
2/14/2024	Junk / Blight	SLA	2212-22-2202	2/14/2024	03/06/2024 and 04/03/2024	7/17/2024	
4/17/2024	Junk / Blight	CHE	2110-14-3101-01	4/17/2024	N/A	N/A	CLOSED
1/6/2023	Bldg. w/o Permit	HAN	2411-07-4105	N/A	N/A	N/A	CLOSED
04/06/20243	Logging Business / Noise ROW Use	SEL	2210-12-3103-01	5/5/2023	N/A	N/A	COMP
4/8/2023	Junk / Vehicles - Junkyard	SPR	2312-13-1402	N/A	N/A	N/A	
5/13/2023	Junk / Blight	CHE	112 Henderson Plc.	5/13/2023	N/A	N/A	COMP
5/19/2023	STR COMPLAINT	WEX	2412-04-1104	5/19/2024	N/A	N/A	
6/21/2023	2-TD's - No Permits	HAN	2411-RV-20	6/21/2023			
6/21/2023	Trailers - No Permits	LIB	12-3/4 and 43-1/2 Rd	6/23/2024	***		
7/15/2023	Bldg. w/o Permits	SLA	2212-21-4203	7/15/2023	***		
7/15/2023	LUP Violation - Acc Bldg.-Dwelling	WEX	2412-25-1402-01	7/15/2024	8/31/2023	N/A	COMP
7/27/2023	STR COMPLAINT	CHE	1784 S. Lake Mitchell Dr.	7/28/2023	N/A	N/A	
8/15/2023	STR-COMPLAINT-MULTIPLE	CHE	2110-WBP-12	8/15/2023	N/A	N/A	
9/15/2023	Chickens at Large	SEL	2210-BAV-12	9/15/2023	10/18/2023	N/A	COMP
10/6/2023	Junk / Vehicles - Junkyard	WEX	2412-12-4124	10/25/2023	N/A	N/A	
10/6/2023	Property Boundary Dispute	SPR	2312-06-3102-02	10/6/2023	N/A	N/A	CLOSED
11/9/2023	Auto Business / No Permit		1451 Old M-37 Hwy	11/9/2023	N/A	N/A	
9/22/2023	Junk / Blight	SEL	2210-TL-02	9/22/2023	N/A	N/A	
3/28/2024	Junk / Blight	CHE	2110-07-4106	3/28/2024	N/A	N/A	
5/2/2024	Bldg. / RV - Living w/o Permits	HAN	2411-LG4-415	5/2/2024	N/A	N/A	
4/26/2024	STR COMPLAINT	CHE	1820 S. Lake Mitchell Dr.	4/26/2024	N/A	N/A	
7/10/2024	Mobile Home - No Permit	SPR	2312-01-1406	7/10/2024	N/A	N/A	HSW
7/17/2024	STR COMPLAINT	CHE	2110-LWGE-17	7/17/2024	N/A	N/A	
6/2/2021	Change of Use / Occupancy	CHE	2110-09-4401	4/26/2023	N/A	6/15/2024	COMP
8/15/2024	Junk / Blight - Business	CHE	2110-BB55843	8/16/2024	9/6/2024	N/A	COMP
8/15/2024	Shed used for Dwelling / Mobile	SOU	2112-28-2401	8/15/2024	***		HSW
8/15/2024	Fence w/o Permit-Close to water	CHE	2110-10-1113	8/15/2024	***	N/A	
8/23/2024	RV Gen 30+ days - No Permit	CHE	2110-WBP-28A				
10/24/2024	RV's - VRBO - NO Permits?	SLA	22121-10-3303				

LEASE

This lease (Lease) is entered into on November 2, 2024, between Wexford County, whose address is 437 E. Division, Cadillac, MI 49601 (Lessor), and Wexford Joint Planning Commission, whose address is 4830 E M-55 Cadillac, MI 49601 (Lessee), on the following terms and conditions.

1. **Premises.** Lessor leases to Lessee approximately504 square feet of office and storage space at 401 N. Lake Street, Cadillac, Michigan 49601 (the Premises) as shown on the attached sketch (Attachment A). The Lessee by entry into this Lease acknowledges that it has inspected the leased premises and takes the leased premises AS IS. It is expressly understood and agreed that the rights granted the Lessee under this Lease apply to the leased premises alone and do not extend to other parts of the Lessor's property of which the leased premises are a part.

2. **Term.** The term of this Lease shall be one (1) year, commencing January 1, 2025 (the Commencement Date).

3. **Rent.**

   a) **Base rent.** Lessee shall pay Lessor a base annual rent amount of $6.36 per square feet or $3,205.00 to be paid in one lump sum previous to the date of possession.

   b) **Utilities**. Lessor shall be responsible for the payment of electricity, natural gas, water/sewer, outside trash receptacle, snow removal, and lawn care. Lessee shall be responsible for the payment of all other services for the Premises, including cable/internet and telephones.

4. **Possession.** Lessee will take possession of the Premises on January 1st, 2025.

5. **Security deposit**. No security deposit will be paid.

6. **Option to renew**. Lessee shall have an option to renew this Lease on the expiration of the initial term of the Lease for an additional one (1) year term by giving written notice of renewal to Lessor not less than 60 days before the Lease term expires.

7. **Parking.** Lessee shall be entitled to the rented use of one parking space per 200 square feet of rented gross floor space. Parking spaces shall be designated by the Lessor.

8. **Use.** The Premises is to be used and occupied for the purpose of Wexford Joint Planning Commission office and storage space and no other purpose without the prior written consent of Lessor. No activity shall be conducted on the Premises that does not comply with local laws, ordinances, and regulations. The Lessor covenants that if the Lessee shall pay the rent and perform the terms of this Lease as required of the Lessee, the Lessee shall, during the term of this Lease, have free, peaceful and quiet occupancy and enjoyment of the full possession of the Leased Premises without molestation or hindrance, and if at any time during the term hereof the right of the Lessor to lease the premises shall fail, the Lessee, in addition to its other remedies at

law, shall have the option to terminate this Lease without any liability whatsoever except rent accrued to the date of termination.

9. **Repairs, Maintenance, and Expenses.** Lessor shall pay all costs and expenses incurred in maintaining the exterior of the Building that houses the Premises, and maintaining the furnaces, air conditioning units, and hot water heater that service the Premises. Lessor shall be responsible for the maintenance of the parking lot on the Premises. The maintenance, custodial concerns, and repair of the Premise's interior space shall be the responsibility of Lessee.

10. **Surrender of Premises.** Lessee shall surrender the Premises to Lessor at the expiration of this Lease broom clean and in the same condition as at the Possession Date, excepting normal wear and tear.

11. **Entry and inspection.** Lessee shall permit Lessor or Lessor's agents to enter on the Premises at reasonable times and on reasonable notice for the purpose of inspection and repair of the Premises, shall permit Lessor at any time within 90 days before the expiration of the Lease (assuming Lessee does not opt to renew) to place on the Premises standard "for lease" signs, and permit persons desiring to lease the Premises to inspect the Premises during that period.

12. **Alterations.** Lessee shall not make any other alterations to the Premises without the prior written consent of Lessor.

13. **Assignment and subletting.** Lessee may not sublease any portion of the premises, without Lessor's prior written approval, which may be withheld at Lessor's sole discretion.

14. **Trade fixtures.** All trade fixtures and moveable equipment installed by Lessee in connection with the business conducted by it on the Premises shall remain the property of Lessee and shall be removed by it at the expiration of this Lease. Lessee shall repair any damage caused by such removal and restore the Premises to their original condition.

15. **Insurance.** The Lessee shall procure and maintain during the life of this Lease, general liability insurance on an occurrence basis with liability of not less than one million dollars ($1,000,000) per occurrence or aggregate combined single limit, personal injury, and bodily injury, and not less than one hundred thousand dollars ($100,000) property damage coverage. Lessor shall be an additional insured in such policies and Lessee shall furnish Lessor with a Certificate of Insurance with reference to same.

    The Lessor shall maintain liability insurance for public liability, personal injury, bodily injury and property damage to which the Lessee and the Lessee's elected and appointed officers/officials, employees and agents are added as Blanket Additional Insureds in the sum of not less than $1,000,000.00 for a single occurrence and $100,000.00 minimum property damage insurance. The Lessor shall provide the Lessee with a certificate of insurance evidencing its possession of such insurance. Upon failure to do so, or lapse of such insurance, the Lessee may,

at its option, obtain such insurance and the costs will be deducted from the rent due under the terms of this Lease.

It is expressly understood and agreed that the insurances to which the parties to this Lease are added as Additional Insureds shall be primary to the Additional Insureds and not contributing with any other insurance or similar protection available to the Additional Insureds, whether said other available coverage be primary, contributing or excess.

16. **Lessee's liability.** All of Lessee's personal property, including trade fixtures located on the Premises, shall be kept at Lessee's sole risk. Lessor shall not be responsible or liable to Lessee for any loss of business that may occur for any reason whatsoever, except as may result from and be directly caused by the gross negligence or recklessness of Lessor. Lessee is responsible for its own insurance to cover its own contents located in the Premises, and all of the personal property and equipment located in the Premises.

    a) All liability to third parties, loss or damage as a result of claims, demands, costs, or judgments arising out of the Lessee's activities on or its use of the leased premises or in Lessee's performance of its responsibilities under this Lease shall be the responsibility of the Lessee, and not the responsibility of the Lessor, if the liability, loss, or damage is caused by, or arises out of, the actions or failure to act on the part of the Lessee, anyone directly or indirectly employed by or a contractor, volunteer or agent of the Lessee, provided that nothing herein shall be construed as a waiver of immunity that has been provided to the Lessee or its officers and employees by statute or com1 decisions.

    b) All liability to third parties, loss, or damage as a result of claims, demands, costs, or judgments arising out of Lessor's performance of its responsibilities under this Lease shall be the responsibility of Lessor and not the responsibility of the Lessee if the liability, loss, or damage is caused by, or arises out of, the actions or failure to act on the part of any Lessor elected or appointed officer, employee or agent, provided that nothing herein shall be construed as a waiver of any immunity by Lessor or its officers and employees as provided by statute or court decisions.

17. **Furniture, Fixtures or Appliances in Premises.** Any furniture, fixtures or appliances, and the like, belonging to and installed by Lessor in the Premises prior to or during the period of this Lease are to be and remain the property of Lessor, subject to the conditions of this Lease.

18. **Security.** The Lessee shall be responsible for the security their assigned office space.

19. **Real Estate Taxes.** The Lessor stipulates that as a unit of local government, the Lessor has tax exempt status. The Lessor shall not pay any taxes to which its exempt status extends. The Lessor shall, however, be responsible for any taxes on the Premises or activities from which it is not exempt.

20. **Fire or Other Casualty.** The Lessor shall maintain adequate property insurance coverage on the Leased Premises. Lessee must give Lessor written notice of fire or other casualty at the Premises. In addition to the written notice, Lessee must immediately and with all diligence attempt to contact Lessor by all means available, including telephone, text message and email, to inform Lessor of the casualty.

In the event of a total destruction of the Leased Premises by fire or otherwise, this Lease shall terminate and the Lessee shall be liable for rent only up to the time of such destruction. If the Premises are partially damaged or destroyed by fire or other casualty, either party may terminate this Lease by giving written notice to the other party. The notice of termination must be given within 30 calendar days after the occurrence of the casualty. If the notice of termination is not given within that period, this termination option will lapse and no longer be effective. If notice is given be Lessor within this 30 calendar day period, Lessee must surrender the Premises to Lessor within 15 calendar days of the notice. After the surrender, each party is released from any further obligations under this Lease, with the following exception: all Annual Base Rent accruing through the surrender date must be paid in full. Lessee has no obligation to pay any Base Annual Rent accruing after the surrender date. If neither party exercises this option within the designated period, Lessor must diligently proceed to repair and restore the Premises to their condition before the casualty.

21. **Condemnation.** If the Premises or any part of them are taken for any public or quasi-public purpose pursuant to any power of eminent domain, or by private sale in lieu of eminent domain, this Lease shall terminate at the option of either Lessor or Lessee, effective as of the date on which the Lessor received notice of such condemnation. All damages for the condemnation of the Premises or Building that is awarded for the taking shall be payable to and be the sole property of Lessor. Notwithstanding the foregoing, if the whole or part of the Premises shall be condemned by eminent domain, the Lessee shall have the right, to the extent permitted by law, to interpose and prosecute a claim against the condemning authority for the value of the Lessee's alterations, fixtures and improvements taken by the condemning authority, together with the Lessee’s costs of installation thereof.

22. **Notices.** Any notice required under this Lease shall be in writing and sent by registered or certified mail, return receipt requested, to the addresses of the parties set forth in this Lease or to another address that a party substitutes by written notice; and notice shall be effective as of the date of first attempted delivery.

23. **Holding Over.** If Lessee does not vacate the Premises at the end of the term specified in this Lease, such holding over shall constitute a month-to-month tenancy at 115 percent of the then existing rental rate.

24. **Nondiscrimination.** The parties, as required by law, shall not discriminate against a person to be served or an employee or applicant for employment with respect to hire, tenure, terms, conditions

or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, gender identity, sexual orientation, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. The parties shall adhere to all applicable Federal, State, and local laws, ordinances, rules, regulations, and policies prohibiting discrimination, including, but not limited to, the following:

a) The Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended.

b) The Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended.

c) Section 504 of the Federal Rehabilitation Act of1973, P.L. 93-112, 87 Stat 355, and regulations promulgated thereunder.

d) The Americans with Disabilities Act of1990, P.L. 101-336, 104 Stat 327 (42 USC § 12101 et seq), as amended, and regulations promulgated thereunder.

Breach of this section shall be regarded as a material breach of this Agreement. In the event the parties are found not to be in compliance with this section, the non-breaching party may terminate this Agreement effective as of the date of delivery of written notification to the breaching party.

25. **Termination for Breach.** In the event either of the parties to this Lease remain in breach of any of the provisions contained herein fourteen (14) days after receipt of notice of such breach by the other party, the party providing such notice may terminate this Lease upon sixty (60) days notice to the other party. If the breach is cured during such sixty (60) days period, this Lease shall not terminate. If the breach is not cured during such sixty (60) day period, this Lease shall terminate upon the completion of such period, the Lessee shall vacate the Premises, and the Lessor shall re-enter and repossess the same. In the event the breach is such as to constitute a serious hazard to the safety of the Premises and/or the Lessee’s employees or members of the public receiving services therein, this Lease may be terminated upon seven (7) days notice to the breaching party unless the breaching party cures the hazard within such seven (7) day period. Any termination of this Lease as set forth in this section shall relieve the Lessee of responsibility to pay any monthly rentals beyond the effective date of termination. This section is not applicable to nonpayment of rent by the Lessee, and the Lessor retains all of its legal rights in regard thereto.

26. **Applicable Law and Venue.** This Lease shall be subject to and construed in accordance with the laws of the State of Michigan. The Lessor and Lessee agree that the venue for the bringing of any legal or equitable action under this Lease shall be established in accordance with the statutes of the State of Michigan and/or Michigan Court Rules. In the event that any action is brought under this Lease in federal court, the venue for such action shall be the Federal Judicial District of Michigan, Western District, Southern Division.

27. **Entire agreement.** This Lease contains the entire agreement of the parties regarding its subject matter, and this Lease may not be amended or modified except by a written instrument executed by the parties to this Lease.

28. **Waiver.** The failure of Lessor to enforce any covenant or condition of this Lease shall not be deemed a waiver of its right to enforce each and every covenant and condition of this Lease. No provision of this Lease shall be deemed to have been waived unless the waiver is in writing.

29. **Binding effect.** This Lease shall be binding on and inure to the benefit of the parties to this Lease and their respective successors and permitted assigns.

30. **Effective date.** This Lease shall be effective as of the date first stated above.

31. **Authority to Execute.** The parties agree that the signatories appearing below have the authority and are duly authorized to execute this Lease on behalf of the party to the Lease.

32. **Complete Lease.** This Lease contains all the terms and conditions agreed upon by the parties hereto. No other agreements, oral or otherwise, regarding the subject matter of this Lease or any part thereof shall have any validity or bind any of the parties hereto.

LESSOR
Wexford County Board of Commissioners

_____
By: Gary Taylor
Its: Chairman

Dated: _____

LESSEE
Wexford Joint Planning Commission

_____
By: Paul Osborne
Its: Wexford JPC Chairman

Dated: _____