

MANISTEE CITY PLANNING COMMISSION

Meeting of Thursday, March 2, 2006
7:00 p.m. - Council Chambers, City Hall, 70 Maple Street,
Manistee, Michigan

AGENDA

- I Roll Call
- II Public Hearing
 1. Sand Products Corporation - Planned Unit Development Amendment (Phase 3)
 - 2.
- III Approval of Minutes
 - Planning Commission Meeting (2/16/06)
- IV New Business
 1. Sand Products Corporation - Planned Unit Development Amendment (Phase 3)
 - 2.
 - 3.
 - 4.
- V Unfinished Business
 - 1.
- VI Other Communications
 - 1.
 - 2.
- VII Citizen Questions, Concerns and Consideration
(Public Comment Procedures on the Reverse Side)
- VIII Work/Study Session
 - 1.
 - 2.
- IX. Adjournment

Public Comment Procedures

The City of Manistee Planning Commission welcomes public comment in support of its decision-making process. To assure an orderly, fair and balanced process, the Planning Commission asks that participants at all public hearings and during the Public Comment portion of the meeting observe the following rule of procedure:

1. The Chairperson will recognize each speaker. When a speaker has the floor, he/she is not to be interrupted unless time has expired. Persons speaking without being recognized shall be out of order.
2. Each speaker shall state their name and address for the record and may present written comments for the record.
3. Speakers shall address all comments and questions to the Planning Commission.
4. Unless waived by the Planning Commission for a specific meeting or a specific speaker, public comment shall be limited to five (5) minutes per speaker, one time only. If a group of people wish to be heard on one subject, a spokesperson may be designated who may request that more than five (5) minutes be permitted for the collective comments of the group as presented by that speaker.
5. The Chairperson may request that repetitive comments be limited or abbreviated in the interest of saving time and allowing others to speak.
6. The Chairperson may establish additional rules of procedure for particular hearings as he/she determines appropriate.
7. Normal civil discourse and decorum is expected at all times. Applause, shouting, outbursts, demonstrations, name-calling or other provocative speech or behavior is not helpful to the decision-making process and may result in removal from the hearing or an adjournment.

Thank you for your interest in the work of the City of Manistee Planning Commission and for your cooperation with these rules of procedure.



PLANNING AND ZONING
COMMUNITY DEVELOPMENT
231.398.2805
FAX 231.723-1546
www.ci.manistee.mi.us

MEMORANDUM

TO: Planning Commissioners
FROM: Denise Blakeslee *DB*
DATE: February 23, 2006
RE: March 2, 2006 Planning Commission Meeting 7:00 p.m.

Good Morning!

We will begin by welcoming new Planning Commissioners Dave Crockett and Ben Bifoss who were appointed at the February 21, 2006 City Council meeting.

We have one agenda item for the March Planning Commission meeting a Public Hearing for Sand Products Corporation. Please bring your copies of the information previously mailed.

1. Sand Products Corporation. On February 2, 2006 Sand Products Corporation requested a Sketch Plan Review for an Amendment to their Planned Unit Development at Man Made Lake. Review of the plan indicated that some items had been omitted.

At a Special Meeting on February 16, 2006 the Planning Commission deemed the Site Plan Complete and scheduled a Public Hearing for March 2, 2006.

Notices were mailed on Friday, February 17, 2006 to all the owners and occupants of properties within 300 feet of the proposed development. An ad was placed in the Manistee News Advocate on Saturday February 18, 2006.

Sand Products Corporation is requesting an Amendment to their Special Use Permit that would allow the addition of a Phase 3 development. This phase would be located on the Northwest portion of Man-Made Lake. Their proposal is to develop five building sites.

We have received correspondence from Neil Dueweke in response to this request (attached).

If you are unable to attend the meeting please call me at 398-2805.

:djb



PLANNING AND ZONING
COMMUNITY DEVELOPMENT
231.398.2805
FAX 231.723-1546
www.ci.manistee.mi.us

MEMORANDUM

TO: Planning Commissioners

FROM: Jon R. Rose 
Community Development Director

DATE: February 23, 2006

RE: Sand Products Corporation - Public Hearing

Commissioners, a Public Hearing has been scheduled for Thursday, March 2, 2006 at 7:00 p.m. in the Council Chambers in response to a request from Sand Products Corporation. Sand Products Corporation would like to amend their Special Use Permit for a Planned Unit Development to include a Phase 3 development. Since the majority of the members were not on the Planning Commission when Phase 1 & 2 were approved we wanted to review some of the past history on the property.

The property around Man Made Lake is owned by Sand Products Corporation, possibly Harbor Village, City of Manistee and Daniel Stepnewski. The City of Manistee has a lease with Sand Products Corporation that allows public use of Sand Products Corporation property in exchange for the City paying the Property Taxes. After this lease was in place a driveway and parking lot was constructed with a donation from Manistee Village Partners (Harbor Village).

In March of 2003 Sand Products Corporation came before the Planning Commission requesting approval for a Planned Unit Development on Man Made Lake. Concurrently the City Council and Sand Products Corporation entered into two agreements to consolidate properties and provide public access (agreements attached). This reconfiguration allowed the addition of one buildings site in Phase 1 (May 2003 - see attached copy of minutes). The Planning Commission approved this as a minor non-substantive change.

The Approved Planned Unit Development included a Phase 1(10 building sites) and Phase 2 (6 building sites). Please note that the Planning Commission did not require the layout of the lots in Phase 2. The developer will need to come back to the Planning Commission in the future for building site approval.

Sand Products Corporation submitted an application on January 25, 2006 requesting an amendment to their Planned Unit Development. This request is for Phase 3 (5 building sites). The developer has shown two site plans using the current and a projected Erosion Hazard Line.

This area is located in the High Risk Erosion Area which is enforced by the Michigan Department of Environmental Quality. The Developer will need to meet the standards from the MDEQ and receive permit approval from them prior to construction.

There were four conditions placed on the original Special Use Permit for a Planned Unit Development. Those conditions are as follows:

1. Three curb cuts will be allowed on Monroe Street as per the plan that was shown to the Planning Commission during the Site Inspection.
2. The existing sidewalk on Monroe Street be continued to Pershing Street.
3. Set backs be established between buildings to allow wider view corridors.
4. Planning Commission review and approve Architectural Documents for Building Sites.

JRR:djb

MAN-MADE LAKE ACCESS AGREEMENT

This Agreement entered into by and between the City of Manistee, a municipal corporation ("City") of 70 Maple Street, Manistee, MI 49660 and Sand Products Corporation, a Michigan Corporation ("SPC") of 660 Woodward Ave, Suite 1111, Detroit, Michigan

WHEREAS, SPC owns substantial property in and near that area of the City of Manistee, Michigan, commonly known as the "Man-Made Lake Property Area"; and

WHEREAS, the City also owns property in the Man-Made Lake Property Area; and

WHEREAS, part of the property in the Man-Made Lake Area is comprised of that land called Kings Addition to the City of Manistee; and

WHEREAS, SPC and the City have determined that their individual and mutual interests in the preservation and enhancement of the Man-Made Lake Property Area can be advanced and secured by entering into this Agreement;

NOW, THEREFORE, for the mutual promises and covenants contained herein, the valuable consideration of which is hereby acknowledged, the City and SPC agree as follows:

1. Transfer of Property

SPC shall transfer and convey to the City the 24 feet extending from Dunes Drive to Man-Made Lake (approximately 24' x 200') immediately adjacent to and northwest of the City's currently owned property in that location more particularly know as Lots 8, 9, and 10, Block 4, Kings addition to the City of Manistee as providing additional access to Man-Made Lake.

2. No Objection To Alley Vacation

The City will not object to the vacation of that certain 16' wide x 400 feet long platted, but unimproved, alley in Kings Addition running from Monroe Street, Westerly to Man-Made Lake in Lot 5 of Kings Addition to the City of Manistee, except reserving unto Manistee an easement sufficient for the City to maintain Monroe Street and any public utilities in the rights of way thereof.

3. Execution of Documents

The Parties shall execute those documents necessary to implement this agreement, and acknowledge that an exact metes and bounds description

of the property being conveyed to the City under Paragraph one will need to be developed for SPC's deed of conveyance to the City.

4. Approvals

Each party acknowledges that this agreement is not effective until approved by the respective governing bodies of the City and SPC. Further, each party represents to the other that the persons signing this Agreement are fully empowered by their governing boards or bodies to execute the same and to bind their respective parties to the terms of this Agreement.

5. Entire Agreement

This Agreement is the entire agreement and understanding of the parties as to the subject matter hereof, and there are no agreements, promises, covenants or provisions, whether written or oral, expressed or implied, that are not contained in this Agreement. This Agreement may be modified only upon the express written agreement between the parties.

6. Applicable Law.

This Agreement is formed pursuant to the laws of the State of Michigan and any dispute or litigation involving this Agreement or its implementation shall be interpreted in accordance with the laws of the State of Michigan. Further, jurisdiction and venue for such dispute shall lie and be vested exclusively in the 19th Judicial Circuit Court for the County of Manistee, State of Michigan.

7. Binding Effect.

The parties acknowledge that this Agreement is binding upon their respective heirs, successors and assigns.

IN WITNESS WHEREOF, the parties execute this Agreement on the dates indicated next to their signatures.

Dated: Apr. 15, 2003.

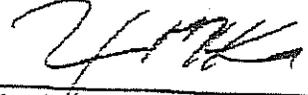
CITY OF MANISTEE

By Richard Mack
Richard Mack, Mayor

By Michelle Wright
Michelle Wright, Clerk

Dated: April 10, 2003.

SAND PRODUCTS CORPORATION

By 
Max McKee, President

h:\data2_n\bcg\city\sp\access-agt4.doc

MAN-MADE LAKE PROPERTY AREA
EXCHANGE AGREEMENT

This Agreement entered into by and between the City of Manistee, a municipal corporation ("City") of 70 Maple Street, Manistee, MI 49660 and Sand Products Corporation (SPC), a Michigan Corporation ("SPC") of 660 Woodward Avenue, Suite 1111, Detroit, Michigan..

WHEREAS, SPC owns substantial property in and near that area of the City of Manistee, Michigan, commonly known as the "Man-Made Lake Property Area"; and

WHEREAS, the City also owns property in the Man-Made Lake Property Area; and

WHEREAS, such property owned by SPC and the City is an area zoned for single family homes and SPC intends to pursue the development of its property in conformity with zoning and other land use requirements of the City of Manistee and State of Michigan; and

WHEREAS, the City and SPC have determined that their individual and mutual interests in the preservation and enhancement of the Man-Made Lake Property Area can be advanced and secured by entering into this Agreement;

NOW, THEREFORE, for the mutual promises and covenants contained herein, the valuable consideration of which is hereby acknowledged, the City and SPC agree as follows:

1. **Exchange of Properties.**

- a) The City will convey right, title and interest to Lots 3 and 4, Block 4 of Kings Addition to the City of Manistee to SPC, except reserving unto the City its heirs and successors forever, all previously unreserved or severed oil, gas and other hydrocarbon rights and interests; provided, however, that there shall be no right of entry or exploration for or surface development of those rights retained.
- b) SPC shall convey right, title and interest to the City Lot 7, Block 4 of Kings Addition to the City of Manistee, except reserving unto SPC any previously unreserved or severed oil, gas and related hydrocarbon rights; provided, however, that there shall be no right of entry or exploration for or surface development of those rights retained.

2. **Deeded Public Berm/Lake Michigan Access**

SPC shall grant to the City permanent public deeded access for all that property along Lake Michigan described and depicted on the survey and sketch prepared by Abornmarche Consultants, Inc. dated March 27, 2003, a copy of which is attached hereto and made a part hereof as Exhibit "A". The SPC easement grant shall be contingent on the City honoring all of its obligations under this agreement and the Man-Made Lake access Agreement being executed contemporaneously with this agreement, and SPC shall be entitled to rescind the easement if the City fails to do so.

2. **Other Provisions.**

- a) The City shall place those two (2) parcels owned by the City known as Lots 6, 7, 8, 9, 10 and 11, Block 2, Kings Addition to the City of Manistee up for competitive bid with a minimum bid price of \$100,000.00 for Lots 7, 9, and 11 (comprising one parcel), and \$95,000.00 for Lots 6, 9, and 10 (comprising the other parcel). Such competitive bid will be with all rights reserved to the City and the sale, if such should take place, of such lots shall reserve as to each lot unto the City its successors and assigns forever all oil, gas and related hydrocarbon rights and interest together with the right to explore for and extract the same. The City shall reserve the Monroe Street easement, on both lots that will be sold, together with the right to maintain and improve such easement.

Regardless of who the purchaser of said lots is, the City will charge the purchaser a utility connection fee equal to the prorated verified and reasonable costs of utilities to be constructed and installed by SPC. The charge will be determined by dividing SPC's cost by the 16 lots to be served including these two lots and the Stepnewski property (being Lots 12 & 13, Block 5, Kings Addition to the City of Manistee). The Utility connection charge shall be paid by the purchasers prior to the City's issuance of a building permit for the lots, with the entire amount collected by the City paid to SPC as reimbursement of its construction cost. Identical utility payback provisions will apply for the Stepnewski parcel.

- b) SPC shall continue to provide the City access to Man-Made Lake Property Area on the North and Western edge of Man-Made Lake" in accordance with the public use agreement dated September 5, 1995, all the terms of which shall survive execution of this agreement.

c)The City will cooperate with SPC to plan the SPC property as a planned unit development ("PUD") in conformity with the zoning and building ordinances and codes of the City of Manistee.

d)The City will not object, either formally or informally, to any state or federal government or agency to SPC developing the "berm property", subject to such property development meeting all federal (including Corp of Engineers), state and local zoning and land use requirements.

3. Approvals.

Each party acknowledges that this agreement is not effective until approved by the respective governing bodies of the City and SPC. Further, each party represents to the other that the persons signing this Agreement are fully empowered by their governing boards or bodies to execute the same and to bind their respective parties to the terms of this Agreement.

4. Entire Agreement.

This Agreement is the entire agreement and understanding of the parties as to the subject matter hereof, and there are no agreements, promises, covenants or provisions, whether written or oral, expressed or implied, that are not contained in this Agreement. This Agreement may be modified only upon the express written agreement between the parties.

5. Applicable Law.

This Agreement is formed pursuant to the laws of the State of Michigan and any dispute or litigation involving this Agreement or its implementation shall be interpreted in accordance with the laws of the State of Michigan. Further, jurisdiction and venue for such dispute shall lie and be vested exclusively in the 19th Judicial Circuit Court for the County of Manistee, State of Michigan.

6. Binding Effect.

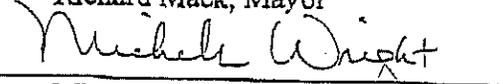
The parties acknowledge that this Agreement is binding upon their respective heirs, successors and assigns.

IN WITNESS WHEREOF, the parties execute this Agreement on the dates indicated next to their signatures.

Dated: 4-15, 2003.

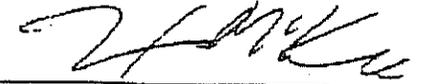
CITY OF MANISTEE

By 
Richard Mack, Mayor

By 
Michelle Wright, Clerk

Dated: April 10, 2003.

SAND PRODUCTS CORPORATION

By 
Max McKee, President

h:\dam2_n\bcg\city\spolexchange-agt4.doc

MOTION by Bob Davis, seconded by Tony Slawinski that the Parcel Split and Combination request from Dennis Laskey and Sally Jurkoski to split the east 3 feet of Sally Jurkoski's property (51-51-647-716-17) and combine it with Dennis Laskey's property (51-51-647-717-05) be forwarded to City Council. Motion approved unanimously.

Sand Products Corporation - Man Made Lake Site Plan.

Sand Products Corporation presented a Site Plan for the Planned Unit Development around Man Made Lake. This site plan includes the building footprints, curb cuts/driveways, and sidewalk for Phase I as approved in the Special Use Permit for a Planned Unit Development (PUD).

No action was required on this item.

Sand Products Corporation - Request to Amend PUD.

City Council approved the property transfer with Sand Products Corporation at the April 15, 2003 meeting. The property trade included the City transferring lots 3 & 4 to Sand Products Corporation. Sand Products Corporation would like to add these two lots (one building site) to the PUD. The Planning Commission needs to determine if adding lots 3 & 4 to the PUD results in a minor non-substantive change under Article 86 Special Uses, Section 8613. Amendment of Special Use Permits of the Zoning Ordinance. Section 8613 reads:

Amendments to Special Use Permits shall be handled in the same manner as the initial Special Use Permit application. However, minor non-substantive changes may be made to an existing Special Use Permit by mutual agreement between the city and applicant, if done prior to the issuance of an occupancy permit.

If the Planning Commission determines that the addition of lots 3 & 4 is a minor non-substantive change then an amendment could be made to the Special Use Permit - PUD.

If the Planning Commission determines that the addition of lots 3 & 4 is not a minor non-substantive change then we would have to hold a Public Hearing.

Members discussed the amount of public input and number of public hearings that have been held by the Planning Commission and City Council in regards to the PUD and property trade.

MOTION by John Serocki, seconded by Phil Picardat that the Planning Commission has determined that request from Sand Products Corporation to amend the Special Use Permit PUD by adding Lots 3 & 4 shall be considered to be a a minor non-substantive change. Motion passed.

MOTION by Bob Davis, seconded by Joyce Jeruzal that with the Planning Commission determining the addition of Lots 3 & 4 a minor non-substantive change the Special Use Permit - Planned Unit Development shall be amended to include Lots 3 & 4 as part of the Planned Unit Development allowing

one additional building site changing the total number of building sites from 15 to 16. This change will require an updated site plan and legal description that includes the addition of Lots 3 & 4 to the PUD. Motion approved unanimously.

UNFINISHED BUSINESS:

Tony Slawinski asked for clarification from Jon Rose on what property was transferred under the property trade between the City and Sand Products Corporation.

OTHER COMMUNICATIONS:

Joyce Jeruzal asked about the advertisement in the paper for the recreation property on M - 55. Denise explained that the Parks Commission is looking for a feasibility study to be done on the property for possible recreational uses.

Joyce Jeruzal wanted to thank Denise for her efforts on the joint bus tour with Manistee Township. Joyce enjoyed the trip and enjoyed the opportunity to share information with our neighbors to the north.

WORK/STUDY SESSION:

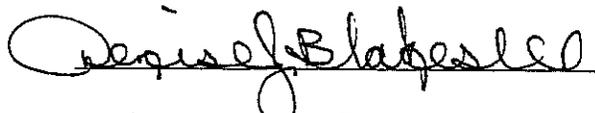
The Planning Commission will have a Worksession on Thursday, May 15, 2003 at 7:00 p.m. in the Council Chambers. The Planning Commission will continue the discussion on updating the Zoning Ordinance.

ADJOURNMENT:

MOTION by Bob Davis, seconded by Tony Slawinski that the meeting be adjourned. Motion passed unanimously.

Meeting adjourned at 8:03 p.m.

MANISTEE PLANNING COMMISSION



Denise J. Blakeslee, Recording Secretary

FAX COVER SHEET

TO	Jon Rose/Denise Blakeslee
COMPANY	City of Manistee
FAX NUMBER	12317231546
FROM	neil dueweke
DATE	2006-02-23 01:27:10 GMT
RE	Sand Company Amendment Request-ManMade Lake

COVER MESSAGE

Mr. Rose and Ms. Blakeslee,

I want to express my extreme displeasure with the amendment request as outline in the Sand Company Corp. request for adding single family residences so near Lake Michigan.

I disagree completely with the Sand Company's justification as stated in Section III of the Special Use Permit Application. My property value as well as those surrounding me at 320 Lakeshore will be adversely affected. A lake view replaced by looking at a residential street and backyard of a house will of course be worth less. The view corridor WILL NOT BE MAINTAINED if this development is approved.

Finally, what is the environmental impact of adding these structures so close to Lake Michigan? Just a couple of years ago when the water level was high, the area near where the proposed sites are planned was being lapped with water. Adding a road so close to the Lake also is ridiculous to even contemplate.

I'm sorry I can't be there at the March 2nd hearing. However, I hope this fax and follow-up letter along with I'm sure several of my neighbors will express our views on this matter.

Regards,

Neil Dueweke
320 Lakeshore Dr.
Manistee, MI 49660

5576 St. Andrew Dr.
Clarkston, MI 48348
248.620.7905