

**CITY OF MT. MORRIS
PLANNING COMMISSION AGENDA
September 20th, 2021
6:30 p.m.**

- 1. MEETING CALLED TO ORDER:** Chairman Sara Black.
- 2. ROLL CALL**
- 3. APPROVAL OF AGENDA**
- 4. APPROVAL OF MINUTES:** Approval of July 19th, 2021 regular meeting minutes.
- 5. COMMUNICATIONS:**
 - a. None
- 6. PUBLIC COMMENT:**
- 7. UNFINISHED BUSINESS:**
 - a. None
- 8. NEW BUSINESS:**
 - a. Consumers Energy Site Plan Review
- 9. PUBLIC COMMENT:**
- 10. UPDATES:**
 - a. None
- 11. PLANNING COMMISSION COMMENTS:**
- 12. ADJOURNMENT:**

**PLEASE BE COURTEOUS TO OTHERS
SILENCE ALL CELL PHONES & OTHER DEVICES PRIOR TO THE MEETING**

**CITY OF MT MORRIS
PLANNING COMMISSION
July 19th, 2021**

At **6:30 p.m.**, Chairperson Sara Black called the Planning Commission Meeting to order.

PRESENT: Marc Gauze, Chris Vogt, Sara Black, Yusef Harrold, Andrew Sorensen, City Manager/Treasure Vicki Corlew and Mayor Jeffrey Roth.

ABSENT: Sarah Young, Kenneth Andrews

OTHERS: City Clerk Spencer Lewis.

ROLL CALL: A motion was made by Mayor Jeffrey Roth, seconded by Chris Vogt, to approve the absence of Sarah Young.

Mayor Jeffrey Roth stated that Sarah Young did email him to let him know that they are out of town.

All Ayes.

Motion Carried.

APPROVAL OF AGENDA:

A motion was made by Mayor Jeffrey Roth, seconded by Marc Gauze to approve the agenda.

All Ayes

Motion carried.

APPROVAL OF MINUTES:

A motion was made by Marc Gauze, seconded by Chris Vogt to approve the regular meeting minutes from June 21st, 2021.

All Ayes

Motion carried.

COMMUNICATIONS:

None.

PUBLIC COMMENT:

UNFINISHED BUSINESS:

- a. None.

NEW BUSINESS:

a. Public Hearing: Master Plan

A motion was made by Mayor Jeffrey Roth, seconded by Chris Vogt to open the Public Hearing for the Master Plan at 6:32 p.m.

All Ayes.

Motion Carried.

City Manager/Treasurer Vicki Corlew stated that she did get notice from Genesee County that they approved our Master Plan at their meeting last week.

Planning Minutes
July 19th, 2021
Page Two.

A motion was made by Mayor Jeffrey Roth, seconded by Chris Vogt to close the Public Hearing for the Master Plan at 6:33 p.m.

All Ayes.
Motion Carried.

b. Action on Master Plan

A motion was made by Chris Vogt, seconded by Marc Gauze to approve Resolution 21-02A and adopt this Master Plan.

[illegible]

Motion Carried.

c. Public Hearing: Zoning text amendment for Marihuana Establishment.

A motion was made by Mayor Jeffrey Roth, seconded by Marc Gauze to open the Public Hearing for the zoning text amendment for marihuana establishment at 6:35 p.m.

All Ayes.
Motion Carried.

Steven Kiouis 1985 W. Big Beaver, Troy – Steven stated that today he has provided a copy of a proposed plan for Walker St. He is hoping the Planning Commission will adopt the new zoning text amendment to allow adult marijuana use to include more than just microbusinesses. Steven stated that his clients are committed to making this a class A establishment. The proposed plan he provided today is a rough draft to show the potential improvements, and to show their commitment.

A motion was made by Mayor Jeffrey Roth, seconded by Chris Vogt to close the Public Hearing for the zoning text amendment for marihuana establishment at 6:37 p.m.

All Ayes.
Motion Carried.

d. Action on Zoning Text Amendment.

A motion was made by Mayor Jeff Roth, seconded by Marc Gauze to approve the zoning text amendments for marihuana establishment and send to City Council.

Yousef Harrold stated that after reading through the amendment the City did a superb job establishing some of the location limitations. Yousef commends the amendment of the zoning text.

[illegible]

Motion Carried.

PUBLIC COMMENT

11866 Walter St. Duane Dunkel – Duane thanked the Planning Commission for reworking the ordinance, so that it fits our community as it should. He is excited to see the improvements.

UPDATES:

None.

PLANNING COMMISSION COMMENTS:

Yousef Harrold stated that he is happy to see everyone keeping an open mind and new opportunities within the City. He thanked everyone on the Planning Commission for allowing him to have a say so in this community. Growth begets change, and change requires to keep an open mind.

Marc Gauze stated we have worked hard on this Master Plan for many years. Marc declared he is excited that we accomplished two objectives here today.

ADJOURNMENT:

With no further business, the meeting was adjourned at **6:42 p.m.**

CITY OF MT. MORRIS
SITE PLAN REVIEW APPLICATION

NAME Consumers Energy - Joe Lawson

ADDRESS One Energy Plaza, Jackson, MI 49201

PHONE (home) 517-788-8912 PHONE (work) 517-435-5078

Tax Parcel # of lot 166, 167 & 168 Zoning District B-3

#57-01-577-135

#57-01-577-136

#57-01-577-137

Application Fee \$50.00

Proposed Use of Parcel

Public Utility - Electrical Substation

Attach a Site Plan meeting the requirements of Section 7.03.

Copies sent to:

City Police Department _____

City Fire Department _____

City Department of Public Works _____


Applicant's Signature

8-17-2021

Date

Zoning Administrator's Approval of Application

Date _____



Count on Us®

A CMS Energy Company

August 30, 2021

The City of Mt. Morris
Planning Commission
11649 N. Saginaw Street
Mt. Morris, MI 48458

Re: Mt. Morris Substation – Site Plan Review

Dear Commissioners:

Please find enclosed 14 copies of the site plan review application package requesting your review and approval of the proposed Consumers Energy Mt. Morris Electrical Substation. The substation is proposed to be located on a 0.34 acre parcel located on the east side of Washington Avenue, just north of Dover Court. The three parcels are also identified by parcel numbers 57-01-577-135, -136 & -137.

On July 26, 2021, the Mt. Morris city Council approved the second reading of Ordinance 21-01 to approve the change of the zoning designation for the aforementioned parcels from R-3 (single family residential) to B-3 (general business). With the noted B-3 zoning designation, under section 6.12 of the City's Zoning Ordinance, it is understood that the use of the property as an electrical substation is a permitted use.

Consumers Energy has chosen this particular property due to it's proximity to an existing utility corridor to the east. Within this corridor is an existing electrical distribution line that will be utilized to feed power to this facility. With the location of this existing distribution line, Consumers can minimize the impact to the neighboring area by not having to install new poles or add additional overhead wirelines.

With anticipated growth in anticipated electrical use within Mt. Morris and the inability to expand or add capacity to any existing facilities within the immediate area, it has become imperative for Consumers to make the request for site plan approval of the proposed Mt. Morris Substation.

We look forward to answering any questions you may have during the next available Planning Commission meeting.

Consumers Energy Company continues to be committed to public safety and reliable service to our customers. Your cooperation will help us fulfill this commitment. Thank you for your assistance in this matter. If you have any questions, please feel free to contact me at 517-788-8912 or via email at Joseph.LawsonIII@cmsenergy.com.

Best Regards,

Joe Lawson

Joe Lawson
Acquisition Support - Real Estate
Zoning and Permits.

WORKING TO DELIVER THE ENERGY YOU NEED, WHENEVER YOU NEED IT.
THAT'S OUR PROMISE TO MICHIGAN

One Energy Plaza • Jackson, MI 49201 • ConsumersEnergy.com

OPTION

Order # 38034330

Parcel # 57-01-577-135

Mt Morris Substation Rebuild

Agreement # MI_____

#57-01-577-136; #57-01-577-137

THIS OPTION is given this 9th day of February, 2021, The City of Mt Morris, a Michigan municipal corporation, of 11649 N Saginaw St, Mt Morris, MI 48458, ("Owner") to CONSUMERS ENERGY COMPANY, a Michigan corporation, One Energy Plaza, Jackson, Michigan 49201-2357 ("Optionee").

Owner and Optionee agree to the following:

1. In consideration of the sum of \$ 2,000.00 paid by Optionee to Owner, the receipt of which Owner acknowledges, Owner hereby grants to Optionee and its assigns the exclusive right and option ("Option"), during a period that begins on the date hereof and continues through 3 May 2021 ("Term"), to purchase and acquire land ("Premises"), with all easements, rights, and appurtenances, in the City of Mt Morris, County of Genesee, and State of Michigan, described on Exhibit A, attached hereto, for the sum of \$28,500.00 ("Purchase Price").

2. On payment or tender to Owner, in currency or check, of the Purchase Price (less amounts that are to be credited against the Purchase Price as mentioned elsewhere herein) during the Term of this Option (or any extension of such Term), Owner shall convey the Premises to Optionee by a good and sufficient warranty deed, properly executed by Owner in form for recording. Said warranty deed shall convey to Optionee an unencumbered marketable title in fee simple to the Premises. Said warranty deed shall grant to Optionee the right to make divisions of the conveyed land under section 108 of the Land Division Act, 1967 PA 288, as amended, as follows: _____. Unless otherwise agreed to in writing, Optionee will at its own expense prepare the warranty deed and a closing statement. Owner will be responsible for any attorney fees or other costs that Owner incurs in connection with Owner's review of the warranty deed or other documents related to this Option. Owner will pay all transfer taxes. Optionee will pay any recording fees, escrow, closing fees, and charges associated with Optionee acquiring any title insurance that Optionee, in its sole discretion, elects to purchase.

3. Rents, association fees (homeowner's, condominium owner's, or otherwise), road maintenance fees, and bills for fuel, sewer, water, and other utilities shall be adjusted as of the date of Closing. Owner shall be responsible for all of the aforementioned fees prior to and including the day of Closing. Unless otherwise specified herein, all special assessments including sewer, riser, and benefit charges, and all taxes other than current year property taxes, which are a lien at the date of Closing shall be paid by Owner. Current year property taxes shall be prorated and paid in the manner customarily done in Genesee County.

4. It is understood that the description of the Premises on Exhibit A hereto may be indefinite or approximate. If Optionee has the Premises surveyed, then Optionee may elect to use the survey as the basis for the description of the Premises in the warranty deed to be delivered by Owner to Optionee if Optionee exercises this Option.

5. Optionee shall have the right, at Optionee's expense, during the Term of this Option (or any extension thereof) to enter upon the Premises to perform such surveys, soil borings, and environmental tests (including but not limited to soil and water testing) as Optionee deems necessary or desirable. Owner will not hinder and agrees to assist Optionee in its efforts to obtain all necessary governmental approvals, zoning changes, lot splits, or permits for the proposed use of the Premises.

6. Optionee may elect, at any time during the Term of this Option (or any extension thereof) to pay the Purchase Price (less amounts that are to be credited against the Purchase Price as mentioned elsewhere herein, less transfer taxes which are Owner's responsibility as set forth above, and less any amounts that Optionee may at its sole option elect to pay to remove defects in title) to a bank, a title insurance company, or an agent for a title insurance company ("Depository"), in escrow, on the condition that the Depository will pay over said sum to Owner upon (i) delivery by Owner to Optionee or to the Depository of the warranty deed described hereinabove, and (ii) receipt by Optionee or by the Depository of proof of payment all fees and other monies due as set forth in paragraph 3 above, releases of any liens, receipts for the payment of unpaid property taxes or assessments, and other title curative documents as are needed for Optionee to receive unencumbered marketable title to the Premises in the condition mentioned above. Such deposit shall constitute payment in full of the Purchase Price the same as if payment had been made directly to Owner, and Optionee, upon making such deposit, shall have the immediate right to take possession of the Premises.

7. If Optionee exercises this Option and purchases the Premises, the sum paid by Optionee as consideration for this Option, together with any sum paid by Optionee to extend the Term of this Option, shall be credited against the Purchase Price. If Optionee does not exercise this Option, Owner shall retain the consideration paid for this Option and any sum paid to extend this Option as liquidated damages, and neither party hereto shall have any claim against the other; provided, however, that Owner shall refund to Optionee the sum paid by Optionee for the granting of this Option and any sum paid by Optionee for any extension of the Term of this Option if Optionee does not exercise this Option because (i) Optionee determines, in its sole judgment, that the Premises are unacceptable because of an environmental condition, or (ii) Optionee is unable, within the Term of this Option (or extension of such Term if Optionee has in its sole judgment chosen to exercise its right to extend provided for herein), to obtain all necessary governmental approvals, zoning changes, lot splits, or permits for its proposed use of the Premises. In addition, at Optionee's election and without limiting any other rights of Optionee, Owner shall refund to Optionee the sum paid by Optionee for the granting of this Option and any sum paid by Optionee for extension of the Term of this Option if Optionee does not exercise this Option because Owner is unable to convey unencumbered marketable title in the condition specified herein.

8. Optionee may extend the Term of this Option for an additional 90 days each from and after the expiration of the original Term by paying Owner, in currency or check, the sum of \$300.00 at any time prior to expiration of the original Term of this Option. Optionee may make such payment to Owner in person, or by sending same by registered or certified mail, return receipt requested, to Owner's address set forth herein and the payment shall be deemed made upon such mailing. Such payment shall be credited against the Purchase Price if Optionee exercises this Option.

9. The benefits hereof shall accrue to and the obligations shall bind the heirs, successors, personal representatives and assigns of the parties hereto.

IN WITNESS WHEREOF, Owner has executed this instrument as of the date first above written.

Owner: The City of Mt Morris, a Michigan
municipal corporation

Vicki L. Corlew
By: Vicki L. Corlew

City Manager/Treasurer
Its: City Manager/Treasurer

The foregoing instrument was acknowledged before me in Genesee County, Michigan, on February 9, 2021, by Vicki L. Corlew its City Manager/Treasurer, on behalf of The City of Mt Morris, a Michigan municipal corporation.

Amber S. Clark
Notary Public

Genesee County, Michigan

Acting in Genesee County

My Commission expires: 02/18/2023

Prepared By: Debra Dennis, EP7-288, 1/21/2021
Consumers Energy

Operations Support – Real Estate
One Energy Plaza
Jackson, MI 49201
Revised by: Debra Dennis, 2/9/2021

EXHIBIT A

Description of Premises

A parcel of land located in the City of Mt Morris, Genesee County, Michigan, described as:

Lots 166, 167, and 168, Central Park, according to the recorded plat thereof, Genesee County Records. Being part of Section 1, Town 8 North, Range 6 East, City of Mt Morris, Genesee County, Michigan.

Parcels # 57-01-577-135;
 #57-01-577-136; & #57-01-577-137



Elevations obtained per closed level loop in Field Book 2263, Page 54 and 55.



Lots 166, 167, and 168, Plat of Central Park, being a part of the Southeast 1/4 of Section 1, Township 8 North, Range 6 East, Mt. Morris Village, Genesee County, Michigan, according to the recorded plat thereof, as recorded in Liber 13, page 11 of Plats, Genesee County Records.

1. There are no diuerts within the project limits.
2. Per Schedule B, Part of Old Republic National Title Insurance Company Commitment No. 21029080E, there no easements that encumber the surveyed property.
3. Easements shown herein are per Tract 8-080-7, Map 12-4 as provided by Consumers Energy.
4. Horizontal and vertical control is based upon previous survey Drawing No. SF-20543, Sheet 1, Revision C, Dated 09-12-2019, by Rowe Professional Services Company.

The property lines for Lots 166 through 169 and the Consumers strip of land were determined as follows:

- 1st - The iron found at the location of the SE corner of Lot 169 was held for position.
- 2nd - Holding a line between the iron at the SE corner of Lot 169 to an iron found at the SE corner of Parcel No. 57-01-400-007, rotated the record east line of Lots 166-168 and the east line of Parcel 57-01-400-007 which kept the record angular relationship.
- 3rd - Held the SE corner of Lot 169 through the iron found at the SW corner of Lot 168.
- 4th - Offset the line in step 3 the record distance of 100' south for the north line of Lot 169, intersected this line with the rotated line from step 2 for the NE corner of Lot 168.
- 5th - Connected the NE corner of Lot 168 to the SE corner of Lot 169, continuing north to a found iron at the NE corner of Lot 169.

Ticket Number: EO10571024-008
Submitted on February 26, 2021

Responses (As of March 29, 2021)
AT&T
Buckeye Partners L.P.
Comcast
Consumers Energy - Electric
Consumers Energy - Gas
Genesee County Water & Waste
Genesee Intermediate School Dist.
Mt. Morris City - Sanitary Sewer
Mt. Morris City - Storm Sewer
Mt. Morris City - Water Main
Sprint/Nextel

Maps provided, no facilities in surveyed area
Maps provided, no facilities in surveyed area
Maps provided, as shown
No Buned Distribution Facilities
Maps provided, no facilities in surveyed area
No response, see Excel spreadsheet
Maps provided, no facilities in surveyed area
Maps provided, as shown
Maps provided, as shown
Maps provided, as shown
No response, see Excel spreadsheet

MANHOLE DATA

MANHOLE NO.	TYPE	COVER	RIM	12" RCP SW INV.	12" RCP NW INV.	12" RCP NE INV.	6" VCP SE INV.
M# 1326	STORM	BEEHIVE	760.20	753.90	743.9	743.96	744.36
M# 1327	SANITARY	SOLID	761.66				



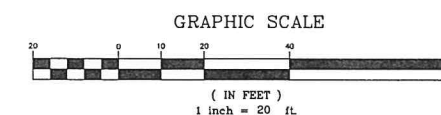
Sec. 01
City of Mt. Morris

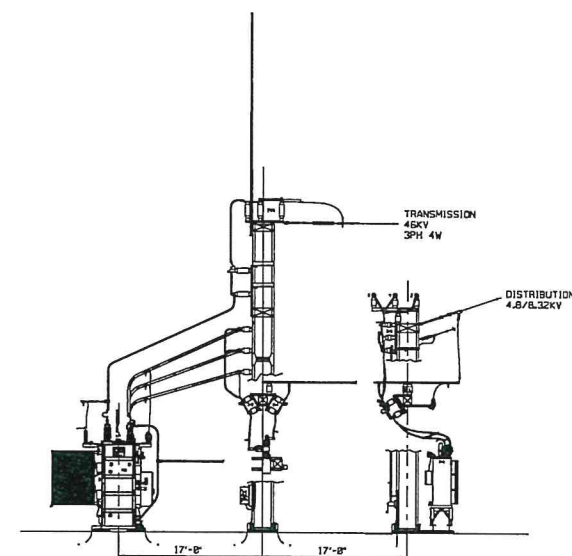
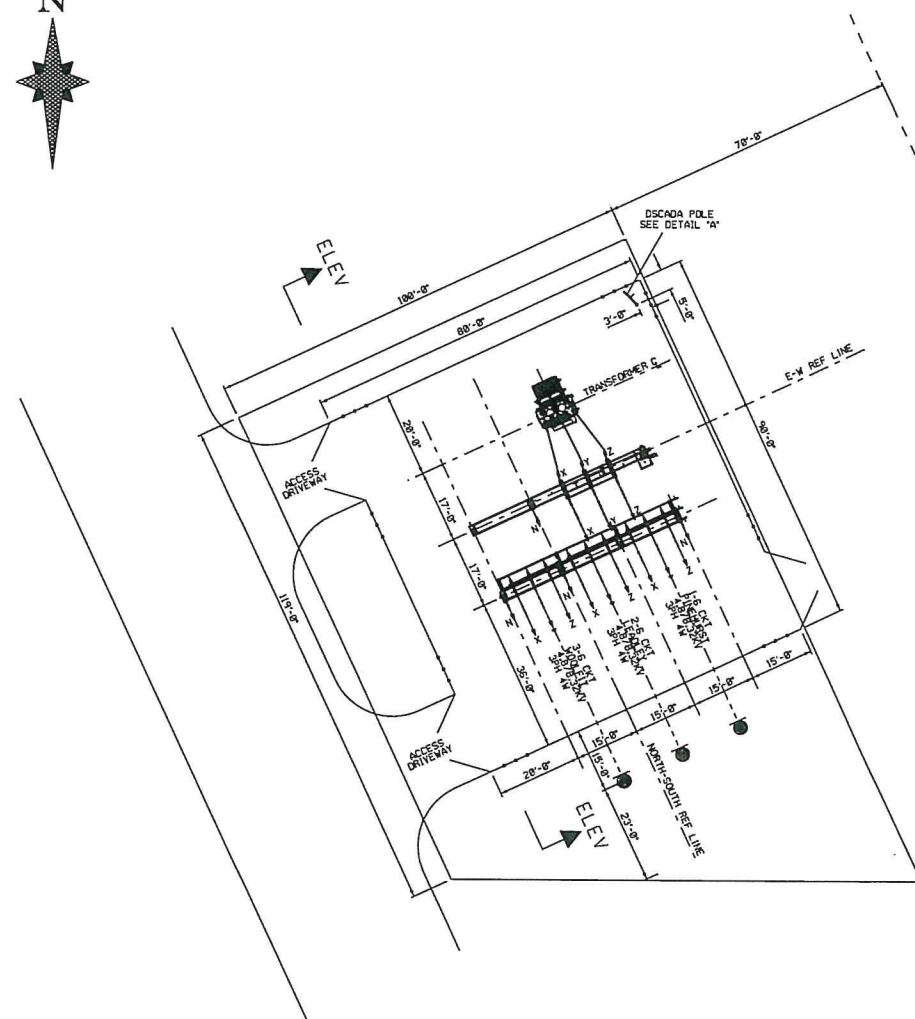
TOBN, ROGE
Genesee County

Michigan State Plane Coordinate System, South Zone
North American Datum 1983 NAD83
Michigan CORS Derived
(Per previous survey Drawing No. SF-20543, Sheet 1,
Revision C, Dated 09-12-2019, by
Rowe Professional Services Company.

GPS Observation (NAVD88)
(Per previous survey Drawing No. SF-20543, Sheet 1,
Revision C, Dated 09-12-2019, by
Rowe Professional Services Company.

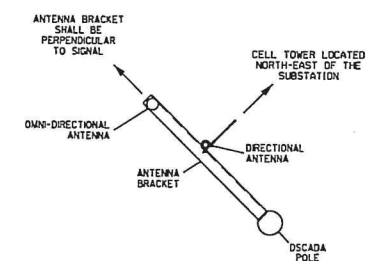
●	Found Survey Marker (as noted)	————	Consumers Energy Property Line
○	Set Rod with cap #03135	— 4kV —	Overhead Electric 4kV Line - Existing
△	Survey Traverse Point	— Dist — Dist —	Overhead Electric Distribution Line
⚡	Spot Elevation	— S&W — S&W —	UG Sanitary Sewer
⌂	Existing Pole	— S&W — S&W —	UG Storm Sewer - Per Plan
←	Guy Anchor - Existing	— WQ — WQ —	UG Water - Per Plan
Ⓢ	Manhole - Sanitary	— Tel — Tel —	UG Telephone - Per Plan
Ⓢ	Catch Basin (beehive)	+++++	Railroad Tracks
⌂	Sign (as noted)	— — — —	Top of Slope
Ⓢ	Soil Boring (Proposed)	— — — —	Toe of Slope
Ⓢ	Deciduous Tree	[Pattern Box]	Bituminous Surface
Ⓢ	Camera Location & Photo Number	[Pattern Box]	Gravel Surface
		[Pattern Box]	Concrete Surface
		[Pattern Box]	Building

[illegible]










SECTION 1
CITY OF MT. MORRIS

TOWN, ROSE
GENESEE COUNTY



DETAIL "A"
NOT TO SCALE

NOTE:
CONSTRUCTION TO MODIFY LOCATION OF
OSCAR POLE IN NORTH-EAST PORTION
OF SUBSTATION AS NEEDED TO FINISH
INSTALLATION

	SECTION/QUARTER CORNER
	UTILITY POLE
	PROPERTY LINE
	EXISTING EASEMENT
	SECTION LINE
	OVERHEAD ELECTRIC
	FENCE

[illegible]

PROPERTY PLAN

MT MORRIS		SUBSTATION	
SCALE $\frac{1}{16}'' = 1'-0''$	DRAWING NO.	SHEET	REV.
JOB WD 34209041	540-G104	1	

[illegible]

