



VILLAGE OF SUTTONS BAY  
Village Council Regular Meeting  
420 N. Front Street, Suttons Bay, MI 49682  
Monday, July 17, 2023 5:30 p.m.  
Agenda

1. Regular Meeting Called to Order
2. Roll Call
3. Consent Agenda
  - a. Approval of Minutes-June 13, 2023 & June 20, 2023
  - b. Payment of Invoices
4. Agenda Approval
5. Public Comment / Communication (please limit to no more than three (3) minutes)
6. Unfinished Business
7. New Business
  - a. VSB-2023-40 ReLeaf Project
  - b. VSB-2023-41 ADU Language Amendment
  - c. VSB-2023-42 Marina Transient Policy
  - d. Resolution for Peninsula Housing
  - e. VSB-2023-38 Joint DDA Discussion Meeting
8. Special Committee Reports/Staff Reports
  - a. Short Term Rental Committee Report
9. Good of the Order (Council Member Comments)
10. Public Comment (please limit to no more than three (3) minutes)
11. Adjournment

If you are planning on attending this meeting and are disabled requiring any special assistance, please notify the Village Clerk by calling 231.271.3051 or by email [suttonsbay@suttonsbayvillage.org](mailto:suttonsbay@suttonsbayvillage.org) as soon as possible.



VILLAGE OF SUTTONS BAY  
VILLAGE COUNCIL SPECIAL MEETING  
MINUTES OF JUNE 13, 2023

The meeting was called to order at 8:02 a.m. by President Lutke.

Present: Christensen, Lutke, Smith, Suppes and Yoder (arriving at 8:04)

Absent: Bahle and Case

Agenda approval

Christensen moved, Suppes seconded, CARRIED, to approve the agenda as presented.

Ayes: 4, No: 0.

Resolution 2 of 2023 Transportation Economic Development Fund

Lutke moved, Christensen seconded, CARRIED, to adopt Resolution 2 of 2023 – Transportation Economic Development Fund Category B Program, committing to a 50% match not to exceed \$42,000 with an affirmative unanimous roll call vote.

Ayes: 5, No: 0.

The meeting adjourned at 8:06 a.m.

Meeting minutes submitted by Shar Fay, Clerk.



VILLAGE OF SUTTONS BAY  
VILLAGE COUNCIL REGULAR MEETING  
MINUTES OF JUNE 20, 2023

The regular meeting was called to order at 5:31 p.m. by President Lutke.

Present: Bahle, Case, Christensen, Lutke, Smith and Yoder

Absent: Suppes

Staff present: Fay and Larrea, Deputy Donohue

Consent agenda approval

Bahle moved, Case seconded, CARRIED, to approve the consent agenda as presented. The May 14, 2023 Village Council and May 22, 2023 Village Council Special/Planning Commission Joint meeting minutes are approved. The payment of invoices is approved. Ayes: 6, No: 0.

Agenda approval

Smith moved, Yoder seconded, CARRIED, to approve the agenda as presented. Ayes: 6, No: 0.

Public Comment

Public comments received from Lois Bahle, Bill Crackel, Richard Hylwa, Larry Mawby, Bill Crackel and Kim Eike.

Report VSB 2023-35 Budget Amendments

Yoder moved, Bahle seconded, CARRIED, that the 2023 Sewer Fund budget be amended as stated in Report VSB-2023-35 and being made a part of this motion. Ayes: 6, No: 0.

Smith moved, Case seconded, CARRIED, that the 2023 Water fund budget be amended as stated in Report VSB-2023-35 and being made a part of this motion. Ayes: 6, No: 0.

Report VSB 2023-37 Audit FYE 2022

Yoder moved, Smith seconded, CARRIED to adopt the 2022 audit as prepared and further that the audit be submitted to the State of Michigan by June 30<sup>th</sup>. Ayes: 6, No: 0.

Report VSB 2023-34 Fleis & Vandenbrink Contracts

Yoder moved, Case seconded, CARRIED, to authorize the Village manager to accept and sign the attached contract proposal. Ayes: 6, No: 0.

Report VSB 2023-36 Parking Ordinance

Following brief discussions regarding enforcement and applicable areas the ordinance would affect, it was the consensus of Council to move the process forward and prepare the Ordinance for adoption.

Special committee reports/staff reports

Smith informed Council the Short-Term Rental Committee has been working on an ordinance revision and that it should be ready for review at the next meeting.

Good of the order

Christensen emphasized continued support for painting the crosswalks, and the tree project. She thanked Treasurer DeVol for a commendable audit.

Smith would like the crosswalks painted by the school and further supports Green Suttons Bay noting a volunteer opportunity with the tree project.

Case stated the Village is very fortunate to have DeVol noting her stellar work quality. He inquired about a methodology for recording complaints regarding short-term rentals. He inquired about progress with Water Wheel Park. Larrea responded the process is moving forward and a work plan update is forthcoming.

Bahle asked how short-term rental complaints are handled. He supports the tree project. He thanked DeVol for a nice job and voiced appreciation for a successful audit.

Lutke supports the tree project.

Public Comment

Public comments were received from Bill Crackel and Lois Bahle.

The meeting adjourned at 6:03 p.m.

Meeting minutes submitted by Shar Fay, Clerk.

Check Date	Check	Vendor Name	Description	Amount
06/21/2023	18911 (E)	DTE ENERGY	MULTIPLE ACCOUNTS JUNE 2023	568.19
06/21/2023	18912 (E)	VISION SERVICE PLAN	ACCT#30 017164 001 JULY 2023 PREMIUM	205.06
06/21/2023	46606	DC COLLECTIVE GROCER	3 BLRACH-PUBLIC RESTROOMS	21.91
06/21/2023	46607	AT&T MOBILITY	ACCT# 287304252169 JUNE 2023	487.70
06/21/2023	46608	THE COPY SHOP	200 CCR REPORTS	99.77
06/21/2023	46609	KAL EXCAVATING CO	BEACH GROOMING	700.00
06/21/2023	46610	ANNA GRISWOLD	REFUND-SLIP RESERVATION	435.00
06/21/2023	46611	JOEL DEWRIES	REFUND TRANSIENT FEE	89.00
06/21/2023	46612	MR CLEAN	CLEANING SERVICE MAY 2023	340.00
06/21/2023	46613	PURE WATER WORKS	5 GAL WATER/DELIVERY CHARGE	13.00
06/21/2023	46614	STANDARD INSURANCE COMPANY	POL# 642946 0117 JULY 2023 PREMIUM	502.67
06/26/2023	46614	FIFTH THIRD BANK	BANK FEES JUNE 2023	113.09
06/28/2023	18916 (E)	ADOBE	MNGR SOFTWARE JUNE 2023	21.19
06/28/2023	18913 (E)	AMAZON	MARINA FANNY PACKS	28.99
06/28/2023	18914 (E)	CHARTER COMMUNICATIONS	ACCT#05326901 MARINA APR/MAY	275.96
06/28/2023	18915 (E)	ETNA SUPPLY COMPANY	CUST# 6360 EROSION CONTROL MATTING	1,094.50
06/28/2023	46615	BAYSHORE OIL & PROPANE	1300 GALS REC 90 @ \$3.99 PER GAL	11,597.04
06/28/2023	46616	BRIGHTSPEED	ACCT# 405593377 JUNE 2023	224.55
06/28/2023	46617	BRIGHTSPEED	ACCT# 300439566 JUNE 2023	653.43
06/28/2023	46618	FLEIS & VANDENBRINK ENGINEERING	HARBOR HEIGHTS CONDO RPR	6,689.25
06/28/2023	46619	LEELANAU CONSERVATION DISTRICT	2023 ANNUAL PERMIT	218.00
06/28/2023	46620	PREMIER MATERIALS TECHNOLOGY	SEALITE SOLAR LED RED/GREEN	1,252.00
06/28/2023	46621	JENNIFER PEARSALL	REFUND LESS PROCESS FEE	159.00
06/28/2023	46622	TAMMY GAUCK	REFUND LESS PROCESSING FEE	131.00
06/28/2023	46623	SUZANNE MASON-DENNIS	REFUND LESS 50% FEE	128.00
06/28/2023	46624	MICHIGAN MUNICIPAL LEAGUE	UIA 801-119 2ND QTR 2023	4.80
06/28/2023	46625	OLDE PATH INDUSTRIES	BEACH GRASS-LANDSCAPE PROJECT	100.94
06/28/2023	46626	INTEGRITY BUSINESS SOLUTIONS	OFFICE SUPPLIES-MARINA	19.40
06/28/2023	46627	PRIORITY HEALTH	GROUP 784340 2023 JULY PREMIUM	9,116.83
06/28/2023	46628	PURE WATER WORKS	5 GAL WATER/DELIVERY BOTTLE CHARGES	21.00
06/28/2023	46629	SUTTONS BAY BIKES	BICYCLE TUBE REPAIR	61.90
06/28/2023	46630	SECURITY SANITATION, INC	PORTA JOHN-BAHLE PARK JUNE 2023	110.00
06/28/2023	46631	SIGNPLICITY	SIGNS MARINA/MARINA PARK	742.00
06/28/2023	46632	SLC METER, LLC	METER ENDPOINTS	584.76
06/28/2023	46633	STEVE ALGUIRE	FORESTRY CONSULTANT	218.50
06/28/2023	46634	WELLS FARGO FINANCIAL LEASING	CONT# 6030214439000 JUNE 2023	72.92
06/28/2023	46635	MAPLE RIVER DIRECT MAIL	ESTIMATED POSTAGE - 2023 TAX BILLS	230.00
06/28/2023	46636	CONSUMERS ENERGY	MULTIPLE ACCOUNTS-JUNE 2023	3,975.29
06/30/2023	18904 (E)	AMAZON	X TALKER TWO WAY RADIO	49.99
06/30/2023	18905 (E)	CHARTER COMMUNICATIONS	ACCT# 005327301 665 N FRONT ST APR-MAY 2	205.29
06/30/2023	18906 (E)	CHARTER COMMUNICATIONS	ACCT# 005327201 APR/MAY 2022	315.94
06/30/2023	18907 (E)	MICHIGAN RETAILERS SERVICES	ID# 46597-001 PREMIUM JULY, 2023	508.55
06/30/2023	18908 (E)	HUTSON	GATOR-ABSORBER	223.12
06/30/2023	18909 (E)	CHARTER COMMUNICATIONS-NATL	ACCT# 103479401 MAY 2023	127.97
06/30/2023	18910 (E)	JODIE ELLIS	TRANSIENT REFUND-DBL ENTRY	195.70
06/30/2023	46637	CONSUMERS ENERGY	MULTIPLE ACCOUNTS JULY 2023	4,617.48
07/11/2023	18917 (E)	CHERRYLAND ELECTRIC	ACROBAT PRO JULY 22 THRU JUNE 30 2024	149.33
07/11/2023	18918 (E)	ADOBE	ADOBE TAX PAID	239.88
07/11/2023	18919 (E)	ADOBE	DISPOSABLE BLACK NITRATE GLOVES	14.39
07/11/2023	18920 (E)	AMAZON	WALKIE TALKIES	9.99
07/11/2023	18921 (E)	AMAZON	8284131220008513 MAY/JUNE 2023	39.98
07/11/2023	18922 (E)	AMAZON	ACCT# 103479401 JUNE 2023	374.87
07/11/2023	18923 (E)	CHARTER COMMUNICATIONS	ACCT# 871012852 SEWER SUPPLIES	127.97
07/11/2023	18924 (E)	CHARTER COMMUNICATIONS-NATL	CUST#20900 5W30/FILTER FORD F250	76.81
07/11/2023	46638	GRAINGER	CUST# 7057 WEED WHIP PARTS	193.31
07/11/2023	46639	ART'S AUTO AND TRUCK PARTS INC	SYNOPSIS 6/13/2023	156.80
07/11/2023	46640	FERGUSONS LAWN EQUIP.		130.40
07/11/2023	46641	LEELANAU ENTERPRISE		

Check Date	Check	Vendor Name	Description	Amount
07/11/2023	46642	BAYSHORE OIL & PROPANE	1240 GAL REC 90 @ 3.91 PER GAL	40,375.56
07/11/2023	46643	BECKETT & RAEDER	PLANNING SERVICES JUNE 2023	852.15
07/11/2023	46644	CITY OF TRAVERSE CITY	ANNUAL HAZMAT FEE JULY 2022-JUNE 30, 202	395.00
07/11/2023	46645	GOOD NATURE GARDENS, INC	GARDEN MAINTENANCE JUNE 2023	272.64
07/11/2023	46646	INTEGRITY SOFTWARE SYSTEMS	MARINA WIFI SUPPORT	82.50
07/11/2023	46647	KDP RETIREMENT PLAN SVCS, INC	ADMINISTRATIVE REVIEW 2ND QTR 2023	270.00
07/11/2023	46648	KECO INC. - PUMP AHEAD	PVC INTERNAL HOSE FOR PUMP	396.70
07/11/2023	46649	MAPLE RIVER DIRECT MAIL	2023 VILLAGE TAX BILLS	140.97
07/11/2023	46650	MARSHALL LYSTRA	MARINA REFUND 50%	95.00
07/11/2023	46651	KIM SCHAFER	MARINA REFUND LESS PROCESS FEE	53.00
07/11/2023	46652	ROBERT HUMPHREY	MARINA REFUND LESS PROCESS FEE	103.00
07/11/2023	46653	CESAR LANUZA	REFUND TRANSIET FEES LESS PROCESS FEE	179.00
07/11/2023	46654	JACOBS ENGINEERING GROUP, INC	CUST#120525 PRJ# 404723.14 AUGUST 2023	16,249.00
07/11/2023	46655	INTEGRITY BUSINESS SOLUTIONS	OFFICE SUPPLIES	8.99
07/11/2023	46656	PURE WATER WORKS	WALTER DELIVERY/BOTTLE DEPOSITS	21.00
07/11/2023	46657	LEELANAU CITY ROAD COMMISSION	LEADED/UNLEADED JUNE 2023	1,056.13
07/11/2023	46658	VREDEVELD HAEFNER LLC	AUDIT SERVICES-THROUGH JUNE 2023	1,700.00
07/11/2023	46659	WINDEMULLER	WWTP WO# 133654 INV #3	10,767.90
07/12/2023	18925 (E)	STATE OF MICHIGAN - TREASURY	MARINA GAS SALES TAX JUNE 2023	621.38
07/12/2023	46660	NORTHERN BUILDING SUPPLY, LLC	MULTIPLE INVOICES JUNE 2023	818.23
07/12/2023	46661	HERMAN BROTHERS' LAWN CARE	MOWING SERVICES THRU 6/23/23	1,495.00
07/12/2023	46662	THE HOME CITY ICE COMPANY	2023 ICE BOX RENTAL	400.00

GEN TOTALS:

Total of 79 Disbursements:

125,417.56

July 6, 2023

Information from Helen Wransky binders on buildings in Suttons Bay

Lars J. Gronseth arrived in Suttons Bay in 1886. He worked as a cobbler and would travel from farm to farm to make shoes for the entire family.

Nov 21, 1895 he contracted with Mr. Peterson to build his store at the corner of St Joseph and Jefferson.

Suttons Bay Courier adv: New Shoe Maker Shop opened June 6, 1901.

In 1921, Lars' son Conrad and his wife Verna (called Dutch) took over the business.

Dec 31, 1925 Con and his family moved into the new addition of rooms above the Store.

June 28, 1934, Con Gronseth accepted a position at the State Liquor Store in Suttons Bay. Dutch was managing the shoe store with some help from their son Coleman.

Dec 10, 1959, Con Gronseth is closing the Store.

1961, Frank and Helen Palmer bought the Gronseth Building and opened a bakery. Helen was in charge of food service at the Northport Trailer Park.


Next to occupy the building: George Brach's TV Sales and Service for a number of years.

He was followed by John Michell's Leelanau Architectural Antiques.

1998, Hats and Haberdashery rented the retail space.

Currently Haystacks

provided by:  
Lois Bahke

		<b>VILLAGE OF SUTTONS BAY</b>	
		REPORT VSB -2023-40	
Prepared:	July 12, 2023	Pages:	1 of 1
Meeting:	July 17, 2023	Attachments:	<input type="checkbox"/>
Subject:	Releaf / Green SB		

**PURPOSE**

**OVERVIEW**

Representatives of Green Suttons Bay have requested permission to work with the village to apply for a grant through Releaf Michigan. The program, along with their arborist, works with applicants to purchase and plant trees in community places. Overall, the discussions at the Village Council level were positive and the council seemed supportive of the tree planting initiative.

The attached email/letter outlines the questions and/or concerns voiced by the Village Council and staff and provides a response to those concerns. Outside from the general questions, the two main concerns were the use of DPW staff and the maintenance agreement requirements. It appears that their intent is to utilize volunteers to offset the planting and maintenance obligations typically required of DPW staff.

**ACTION REQUESTED**

Additional discussions are needed with the group and Releaf, however, if the village council is supportive of the initiative, staff can finalize the process and barring any concerns move it forward.

MOTION TO: authorize the village manager to finalize discussions and enter a partnership with Green Suttons Bay and Releaf Michigan.



June 26, 2023

I was very encouraged by our June 6th meeting regarding the ReLeaf tree planting project proposed by Green Suttons Bay to collaborate with the Village of Suttons Bay in planting 20 trees with community volunteers in October of 2023.

I have been in contact with Melinda Jones of Releaf Michigan and have made other connections and inquiries that may help address the Village Manager and Councils Members concerns regarding the proposed project.

Following our June meeting my notes indicate that concerns included:

- Planting trees in more than one location
- Who will be responsible for digging the holes to plant the trees
- Concern regarding liability of untended holes to plant the trees.
- Can the Village Manager be involved in choosing tree species and utilize an arborist that the Village is currently working with.
- When does the grant have to be submitted
- How can the responsibility of the DPW planting and maintaining trees be minimized?

The council requested that these concerns be addressed before a memorandum of understanding was drawn up between the Village and Green Suttons Bay allowing Green Suttons Bay to then proceed with the grant application to ReLeaf of Michigan.


In discussing the tree planting with Melinda Jones I was assured that we could plant the trees in more than one location as long as they were in close proximity. She also assured me that they would work with our local arborist on the project and they could be included from the first step which is a zoom call with all interested parties; the Village Manager, DPW, and the volunteer organization. ReLeaf will suggest 4-5 species based on their accumulated knowledge and purchase trees from local nurseries. A native tree is not always the best tree for certain locations but when possible ReLeaf will suggest a native species and then the choice is up to the project coordinators.

Releaf does not provide any options for digging the holes but I have contacted a local cherry farmer who will provide us with the auger and assistance to dig holes which will need to be 2 ft. deep by 3ft. wide. The holes will be dug the day before the planting and marked with cones, cardboard and yellow caution tape to avoid any mishaps. In all the years of planting trees in this manner ReLeaf has never experienced any injuries incurred when holes were dug within 24 hours of planting the trees.

It is my hope that through the use of volunteers to water, mulch and clear around the base of these trees we can minimize the work of the DPW. Water bags can be purchased through ReLeaf for \$20 or we can provide our own. We have time to submit the application for an October planting and are available to meet with the Village Manager and council members at their request.

Thank you for your consideration. We are very excited to begin working on this community project with the goal to engage community members in planting trees in our village and then using the knowledge to plant trees on their own land and increase the canopy in our community.

Respectfully,  
Sue Chapman  
Green Suttons Bay

		<h1>VILLAGE OF SUTTONS BAY</h1>	
		<h2>REPORT VSB -2023-41</h2>	
Prepared:	July 12, 2023	Pages:	1 of 1
Meeting:	July 17, 2023	Attachments:	<input checked="" type="checkbox"/>
Subject:	Accessory Dwelling Unit (ADU) amendments		

**OVERVIEW**

You may recall that a few months ago the planning commission recommended several amendments to the ADU section of the ordinance. Those amendments were not well received by the residents of this community and led to a petition being presented at the village council requesting that the amendments be denied. The two main concerns voiced by our residents and council at the time were the elimination of the owner-occupied provision and not having a limit on ADU's.

**STAFF COMMENT**

The planning commission appears to have adjusted the amendment by leaving the owner-occupied provision "C" in place and adding provision "D". These changes appear to have addressed the most pressing concerns voiced by petitioners. Staff is still of the opinion that the definition of accessory dwelling needs to be amended however that is not a part of this request.

The Planning Commission is recommending that the accessory dwelling units' size be increased to 800 sq feet. In addition, they are requesting that a clause be added to limit accessory dwelling units to one (1) per parcel. The language being eliminated is indicated by a ~~strike~~, while-new language is shown in **blue**.

**Section 9-2                      Accessory Dwelling**


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- A. ~~Size. Accessory dwellings in the Central Residential District (CR), Newer Village Residential (NV), Single Family Waterfront (SFWF), South Gateway (SG), North Gateway (NG), and Bay View (BV) Districts shall not exceed 600 square feet. Accessory dwellings in the Hillside Residential (HR) District shall not exceed 800 square feet.~~
- B. *Setbacks.* Accessory dwellings are subject to the setback and height requirements for principal buildings within the applicable zoning district.
- C. *Owner-occupancy.* The owner of the parcel where an accessory dwelling exists shall reside on the property.
- D. *Number. Only one (1) accessory dwelling unit shall be permitted per parcel.*

**PLANNING COMMISSION RECOMMENDATION**

The planning commission at their May 10, 2023 meeting recommended the following motion:

Following discussion by Commissioners, Pontius moved, Hylwa seconded, CARRIED, to recommend approval to Village Council of the proposed Zoning Ordinance amendment to Section 9-2 Accessory Dwelling Units to read as follows: Ayes: 7, No: 0.

		<b>VILLAGE OF SUTTONS BAY</b>	
		<b>REPORT VSB -2023-42</b>	
Prepared:	July 13, 2023	Pages:	1 of 1
Meeting:	July 17, 2023	Attachments:	<input checked="" type="checkbox"/>
Subject:	Marina Policy		

PURPOSE

To introduce and discuss the new marina policy.

OVERVIEW

The Harbor Master had requested that we address a couple shortcomings with the current Transient Slip Rental Policy. Upon review of the policy, it was redrafted and before you for consideration. Edie happily endorsed the new policy and has requested adoption of the policy.

Please find attached the current Transient Slip Rental Policy and proposed Marina Slip Rental policy.

RECOMMENDATION

MOTION THAT; The Marina Slip Rental Policy of 2023 be adopted effectively replacing the current Transient Slip Rental Policy.

# VILLAGE OF SUTTONS BAY

## MARINA SLIP RENTAL POLICY

### **Section 1 - CHECK IN/ CHECK OUT TIME:**

The Village of Suttons Bay Marina is subject to full-capacity conditions during peak seasonal usage; therefore, the following shall apply:

- A. Marina check in is 12:00 noon – checkout is 11:00 am
- B. Late departures may be charged for another full day.
- C. Boats left unattended beyond their check-out time are subject to removal **at owner expense.**

### **Section 2 - MARINA RESERVATIONS**

Advanced Marina slip reservations may be requested on April 15<sup>th</sup> of each year. Reservations can be made by completing the reservation request form, or by contacting the Village of Suttons Bay Marina Office.

- A. Slip Reservations and assignments are based on the following:
  - a. Order of request.
  - b. Size and availability of slips.
  - c. Payment of reservation fees.
  - d. Past conduct, including treatment of staff, payment and adherence with rules.
- B. All reservations requests are required to be paid in advance to be considered.
- C. No reservations or assignments will be held or granted without payment.
- D. Reservation fees are non-transferrable.

### **Section 3 – TRANSIENT GUESTS**

#### A. TRANSIENT STAY

Transient guests may be permitted to stay up to 14 consecutive days, before vacating the Marina, and its vicinity for a minimum of 48 hours before being considered eligible for another slip/stay.

#### B. TRANSIENT SLIP ASSIGNMENT

- a. Slip assignments are based on vessel's overall length (including bow pulpits, swim platforms, outboard motors etc) beam, draft and availability. Failure to report the correct length of your boat may result in the termination of your reservation upon arrival or additional fees.
- b. Arrival confirmation must be made no less than 24 hours prior to arrival. Failure to contact the marina will be deemed a "no show" and the slip may be subject to cancellation and re-assignment.
- c. Transient vessels shall contact the Harbor Hut immediately upon entering the Marina for registration, confirmation of reservations, and slip assignments.
- d. All slip assignments are subject to change at the discretion of the Harbor Master or designee.

#### C. TRANSIENT CANCELLATION AND REFUND

Transient slips are in high demand during summer months and therefore it is necessary to

ensure that reservations are fulfilled, however, in the case of a cancellation the following shall apply:

- a. All cancellations are subject to a \$25.00 non-refundable processing fee.
- b. Cancellations shall be made no less than 5-days prior to a reservation to receive a refund.
- c. Cancellations made less than 5-days prior to a reservation are subject to a 50% refund.
- d. Cancellations made less than 48-hours prior to a reservation are not subject to a refund.
- e. Boaters who leave prior to the conclusion of their reserved stay, may receive a refund for up to 50% of the remaining reserved days.
- f. Cancellations are calculated from the check in time of the reserved date to the time/date of which the cancellation was received.

#### **Section 4 - EXTENDED STAY GUESTS**

A limited amount of Extended Stay Slips may be available during the months of June, August and September. All rules and regulations associated with transient slips shall apply to Extended Stay Slips unless specifically modified below.

##### **A. AVAILABILITY**

Extended Stay Slips are block reservations and only available for the dates listed below:

- a. June 1- June 30
- b. August 1 – August 30
- c. September 1- September 30

##### **B. CANCELLATIONS**

All cancellations are subject to a \$25.00 non-refundable processing fee and subject to the following:

- a. Cancellations shall be made no less than 14 days prior to a reservation to receive a full refund, less a \$25.00 non-refundable processing fee.
- b. Cancellations made less than 14-days prior to a reservation are subject to a 50% refund, and a \$25.00 non-refundable processing fee.
- c. Cancellations made less than 5-days are not subject to refund.
- d. Boaters who leave prior to the conclusion of their reserved stay, may receive a 50% refund of the extended stay rate for up 7 reserved days.
- e. Cancellations are calculated from the check in time of the reserved date to the time/date of which the cancellation was received.

#### **Section 5 – TERMINATION**

The Village of Suttons Bay Marina guests are expected to conduct themselves in a respectful and considerate manner towards marina staff, guests, and visitors. The Harbor Master or other village official authorized by resolution of the Village Council, may at their discretion, terminate a guests stay at any time.

Suttons Bay Village Marina  
420 Front Street  
Suttons Bay, MI 49682  
231-271-6703  
Transient Slip Rental Policy  
Reservation Policy

1. Advance reservations can be made after April 15<sup>th</sup> by contacting the marina office.
2. Reservation request forms may be filled out on the website.
3. 2 day minimum stay is required and maximum stay of 14 days.
4. All reservations are 100% payable in advance and non-transferable.
5. All vessel information must be provided prior to slip confirmation.
6. Slip assignments are based on vessel size, beam and draft.
7. Confirmation of arrival must be made with harbor 24 hours prior to arrival.
8. Reservations are made on a first come first serve basis, no slips will be held without payment.
9. All reservation transient slip assignments are subject to change at the discretion of the Harbor Master, or, if he/she is not available, the dock hands.
10. Check in/out time for transient reservation is noon.

Reservation Cancellation Policy

1. There is a 7 day prior notice to the reservation date to receive a full refund; Except for a \$25 processing fee. ...
2. Cancellations made less than 7 days will receive a ~~\$50~~ refund. **50%**
3. There is a no cancellation policy 48 hours in advance to reservation.
4. Failure to show or contact marina will be deemed a no show and the slip will become available for rental.

4.24.23



# Peninsula Housing

## Affordable for Generations

### MiDARD Rural Readiness Grant Letter of Intent

Peninsula Housing seeks support from the Rural Readiness Grant to fund a collaborative design process to create development scenarios for affordable housing on two parcels in Suttons Bay. The properties could accommodate as many as 100 units, and will primarily provide housing for renters making 80% or less of Leelanau's AMI. This process would enable Peninsula Housing to gather community input and determine the feasibility of each site, provide illustrations for community and investor outreach, inform further site and architectural design, as well as provide our local network of organizations a framework for future affordable housing efforts in Leelanau County. The process would engage a network of organizations, community members, and local professionals by involving The Village of Suttons Bay, Suttons Bay Township, Suttons Bay School, the Suttons Bay Chamber of Commerce, Peninsula Housing, Housing North, Groundwork Center, NMCAA, Homestretch, and TART Trails in a series of stakeholder meetings, a public input process, and a design charrette facilitated by Inform Architecture and Urban Design Associates. We will use the development scenarios to foster and confirm partnerships with local government, nonprofits, and businesses, to secure public and private funding, and to engage our community in long-lasting affordable housing solutions.

Peninsula Housing was formed in August 2021 in response to the severe housing shortage in Northern Michigan. We are a community land trust committed to providing perpetual affordable housing by owning real estate that provides affordable housing. In 2022, Peninsula Housing purchased a 10.3-acre property in Suttons Bay Township adjacent to Herman Park. We also have an option to purchase a 1.3-acre parcel within the Village of Suttons Bay on St Mary's St. These two properties are both within walking distance of the Village of Suttons Bay and the Suttons Bay School campus.

We are developing a detailed project budget with Steve Haasevoort of InForm Architecture, who has experience with affordable housing projects similar to what we envision. At this time, we expect the budget to be at least \$60,000, and if we are invited to submit a project proposal, we will be able to share a firmer total project cost and budget details.

***We will know the week of June 12 whether or not we will be invited to apply for the grant. We seek support from the Suttons Bay Village Planning Commission in our application, and our planning process, regardless of our success in this funding ask. The Township Planning Commission has adopted a resolution of support.***

Peninsula Housing is a 501(c)3 non-profit Community Land Trust  
Post Office Box 555 - Suttons Bay, Michigan 49682

Resolution

WHEREAS, there exists a serious shortage of affordable housing in our community; and

WHEREAS, Peninsula Housing is a nonprofit organization that provides affordable housing for our community; and

WHEREAS, Peninsula Housing is applying for a Rural Readiness Grant in the amount of \$50,000 to gather community input and to plan for the development of affordable housing in our community;

NOW, THEREFORE, BE IT RESOLVED that the Suttons Bay Village Council hereby supports Peninsula Housing's application for a grant in the amount of \$50,000; and

BE IT FURTHER RESOLVED that the Suttons Bay Village Council encourages the Michigan Department of Agriculture to approve this grant.

This resolution was passed by the Suttons Bay Village Council on July 17 at a meeting held at the Suttons Bay Village Offices in Suttons Bay.

Attested to by:

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Clerk, Suttons Bay Village Council  
July 17, 2023





# VILLAGE OF SUTTONS BAY

## REPORT VSB -2023-38

Prepared:	July 10, 2023	Pages:	1 of 1
Meeting:	July 17, 2023	Attachments:	<input type="checkbox"/>
Subject:	Joint DDA Meeting Discussion		

### PURPOSE

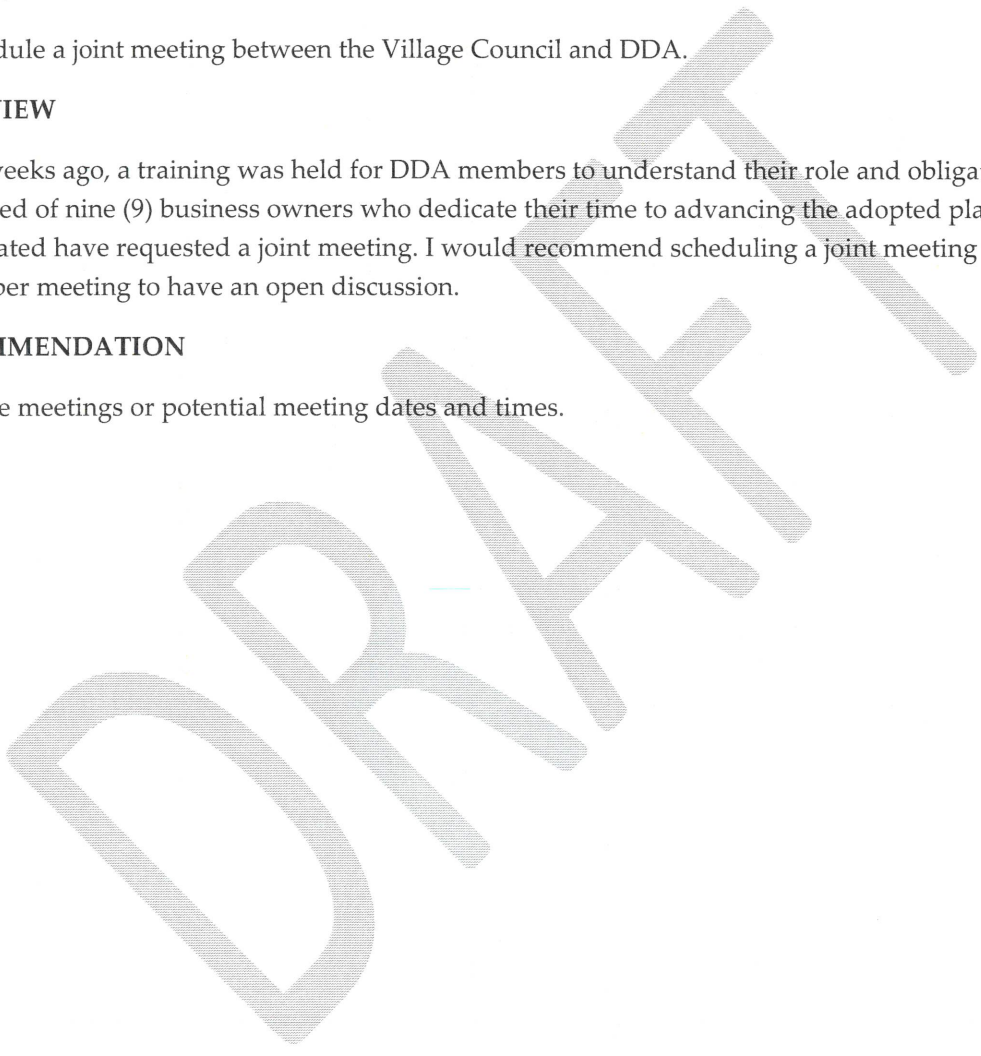
To schedule a joint meeting between the Village Council and DDA.

### OVERVIEW

A few weeks ago, a training was held for DDA members to understand their role and obligations. The DDA is comprised of nine (9) business owners who dedicate their time to advancing the adopted plan. Those who participated have requested a joint meeting. I would recommend scheduling a joint meeting prior to their September meeting to have an open discussion.

### RECOMMENDATION

Schedule meetings or potential meeting dates and times.



**ORDINANCE ~~25~~ OF ~~2022~~ 2023**  
**AMENDING THE**  
**SHORT TERM RENTAL ORDINANCE**  
**Ordinance No. 1 of 2017**

AN ORDINANCE TO REGULATE SHORT TERM RESIDENTIAL RENTALS WITHIN THE  
VILLAGE OF SUTTONS BAY

THE VILLAGE OF SUTTONS BAY ORDAINS:

**Section 1. Definitions.**

As used in this Ordinance:

“Bathroom” means a room containing a toilet or urinal, a sink, and a bathtub or shower.

“Bedroom” means a separate room intended to be used for sleeping purposes.

“Cap” means the maximum number of dwelling units for commercial use for a period of less than thirty (30) consecutive days in exchange for consideration allowed with the Village limits.

“Dwelling unit” means a residential building or separate and discrete portion of a residential building that includes independent living facilities for one or more persons and includes permanent provision for living, eating, cooking, and a separate bathroom(s) and bedroom(s). Dwelling unit does not include hotels, motels, bed and breakfasts, or similar uses.

“Efficiency dwelling unit” means a dwelling unit that does not contain a separate bedroom(s) for sleeping.

“Habitable space” means the space in a dwelling unit used for living, sleeping, eating or cooking. Bathrooms, closets, halls, storage or utility spaces, and similar areas are not habitable spaces.

“Grandfathered license” means a valid short term rental license issued pursuant to Section 4 or Section 7 existing on November 21, 2022.

“Occupancy” means the purpose for which a dwelling unit or portion thereof is utilized or occupied.

“Occupant” means any individual sleeping in a dwelling unit, or having possession of a space within a dwelling unit.

“Operator” means any person who owns or has charge, care or control of a dwelling unit which is offered for rent.

“Person” means an individual, firm, corporation, association, partnership, limited liability Company, or other legal entity.

“Rent” or “Rental” means to permit, provide for, or offer possession or occupancy of a dwelling unit for commercial use for a period of less than thirty (30) consecutive days in exchange for consideration.

“Tenant” means a person who is not the legal owner of record and who is renting a dwelling unit.

## **Section 2. License Required.**

No person shall permit or allow a dwelling unit or efficiency dwelling unit to be rented or used within the Village without first registering the rental property and obtaining a license from the Village pursuant to the requirements of this Ordinance. A license granted in accordance with this Ordinance is not transferrable.

## **Section 3. Application and Fee Requirements.**

An Operator seeking a license under this Ordinance shall submit a complete application to the Village Manager or his/her designee and pay such fee determined from time to time by resolution of the Village Council. The application shall be on a form prepared by the Village and shall, without limitation, include: the address of the subject parcel containing the dwelling unit to be rented; proof of the Operator’s ownership of, or the legal right to rent, a dwelling unit; name and contact information of the local representative or rental agency responsible for ensuring compliance with the terms of the license (if other than the Operator); the proposed maximum occupancy of the dwelling unit; the signature of the Operator affirming that the dwelling unit will be operated in conformance with all applicable ordinance requirements; such other information reasonably necessary for the Village Manager to determine whether the applicable standards for approval contained in Section 4 have been met; and, affirmation by the Operator that the application is true, accurate and complete and authorizing the inspections under Sections 4 and 5. It is a violation of this Ordinance for an Operator to provide inaccurate information for the licensing of a dwelling unit, to fail to provide information required by this section, or to fail to license a dwelling unit that is subject to this Ordinance. An Operator or his/her local representative or rental agency must be available twenty-four hours a day during any rental period. For purposes of this section, “dwelling unit” shall be defined to include an “efficiency dwelling unit.”

## **Section 4. Standards for Approval.**

Provided the cap has not been exceeded, not later than 30 days after receiving a completed application and any accompanying fee, the Village Manager or designee shall approve, deny, or approve with conditions, an application for a short term rental license. The basis for any denial shall be provided in writing to the applicant.

A. A dwelling unit or efficiency dwelling unit subject to this Ordinance must comply with all of the following requirements:

1. All bedrooms within a dwelling unit shall meet the following minimum requirements:

(a) Every bedroom intended to be occupied by one person shall contain at least 70 square feet of floor area, and every bedroom intended to be occupied by two persons shall contain at least 100 square feet of floor area. In calculating the floor area of a bedroom having a sloped ceiling over all or part of the bedroom, only that portion of the bedroom with a clear ceiling height of seven (7) feet or more shall be included.

(b) Except in dwelling units having only one (1) bedroom, the bedrooms shall not constitute the only means of access to other bedrooms or habitable space and shall not serve as the only means of ingress or egress from other habitable spaces.

(c) Every bedroom shall have access to at least one bathroom on the same story as the bedroom or on an adjacent story without passing through another bedroom.

2.B. The maximum occupancy of a dwelling unit subject to this Ordinance may not exceed the lesser of:

~~2. (a)~~ — Two (2) persons per bedroom (not including pre-school aged children)

1.

~~2. (b)~~ — Ten (10) persons (not including pre-school aged children)

The occupancy limits set forth in this subsection shall be applied so as to include the entire licensed premises and shall, without limitation, include the occupancy of tents, campers or similar facilities anywhere on the premises.

~~A.~~ The use of outdoor yard areas, open decks, pools and the like shall not result in producing adverse off-site noises, odors, other external disturbances, or other nuisances as regulated by the Village or state law.

C.

~~B.~~ Noise during quiet hours must be limited to that which does not disturb the quiet, comfort or repose of a reasonable person of normal sensitivities. Quiet hours shall be from 10:00 PM to 8:00 AM.

D.

~~C.~~ Cultural events, special events, outdoor events, lawn parties, weddings or similar activities are not allowed on the licensed premises for more than the number of permitted occupants.

E.

~~C.~~ Trash disposal must be provided. Trash must be contained in properly sealed receptacles appropriately sized to avoid overflow or vermin attraction.

~~F.~~

~~G.~~ The Operator shall minimally comply with the applicable parking requirements under the Village Zoning Ordinance and parking spaces shall be located on the licensed premises. Parking areas must be easily identifiable as a designated parking area and improved to such a degree to function as a parking area and support the use. Boats, recreational vehicles, trailers and similar personal property may not be parked, stored, or used in an unimproved front yard area of the licensed premises.

~~H.~~

~~3.~~ The licensed premises shall meet all applicable building, health, fire and related safety codes at all times. Emergency contact information and phone numbers shall be posted within the dwelling unit where they visible clearly visible by or on the primary access door used by the occupants of the dwelling.

~~4.I.~~ Any sign on the licensed premises must comply with applicable provisions of the Village's Zoning Ordinance.

~~5.J.~~ The Operator will provide notice of the short term rental dwelling unit and phone number(s) of the Operator, **who is the 24 hour contact**, to all properties within two hundred feet (200') of the boundaries of the licensed premises. Proof of notice shall be required as part of the **original** permit application **and all renewals**.

~~K.~~ ~~10.~~ An Operator shall post the standards set forth herein in a prominent place within the licensed premises (**Section 4.A.7**) and shall include them as part of any rental agreement.

~~L.~~ ~~11.~~ No more than one dwelling unit or efficiency dwelling unit is permitted per lot or parcel.

~~M.~~ ~~12.~~ The licensed premises shall remain in compliance with all applicable Village ordinances including, without limitation, the Village Zoning Ordinance.

~~D.N.~~ Subject to the provisions of Section 7, a license shall be valid for three (3) years (January 1 through December 31) unless (1) there is a change in the ownership of or the Operator for the licensed premises or (2) the dwelling unit is physically altered such that habitable space within the unit is increased, decreased, or redistributed among living, sleeping, eating, or cooking areas. Upon the occurrence of subsections 1 or 2, the license shall automatically expire.

~~O. C.~~—A dwelling unit permitting the occupancy of one (1) to five (5) tenant(s) shall comply with the following additional requirements: The dwelling unit shall have a living room of no less than 120 square feet, and a dining room of no less than 80 square feet. A dwelling unit with combined living room and dining room spaces shall have no less than 200 square feet and shall be located within the dwelling unit so as to function as a combination living room / dining room.

~~P.~~

~~D.~~—A dwelling unit permitting the occupancy of six (6) to ten (10) tenants shall comply with the following additional requirements: The dwelling unit shall have a living room of no less than 150 square feet and a dining room of no less than 100 square feet. A dwelling unit with combined living room and dining room spaces shall have no less than 250 square feet and shall be located within the dwelling unit so as to function as a combination living room / dining room.

~~Q. — E.~~—An efficiency dwelling unit permits the occupancy of a maximum of two (2) tenants and shall comply with the following additional requirements: The dwelling shall have habitable space of no less than 220 square feet. The dwelling shall contain a kitchen that includes a sink, cooking appliance, and refrigeration appliance. The dwelling unit shall contain no less than one (1) bathroom.

~~R. — F.~~—Upon the written request of an applicant for a license, the Village Manager may waive or modify identified standards set forth in this Section 4 based on his/her review of factors affecting the public health, safety and welfare including, but not limited to, the following: the presence of unique characteristics affecting the licensed premises; the ability to reasonably comply with the standards; the visual and aesthetic impact of the proposed waiver from the standards; the existing character of the adjacent area; public comment; the scale and scope of deviation from the standards relative to the existing character of the area; and whether granting the waiver will adversely impact public safety. Following his/her review, the Village Manager may grant, deny or grant with conditions a request to waive or modify the standards and shall provide the basis for his/her decision to the applicant in writing. The applicant shall be responsible to pay all actual costs of the Village associated with the request to waive or modify the standards.

## **Section 5. On-Going Inspections and Revocations.**

~~A.~~—An inspection may be made by the Village during the term of a license following reasonable notice to the Operator. An inspection shall be made by the Village, following reasonable notice to the Operator, in response to a complaint regarding a licensed premises received from an adjacent property owner or a tenant of the licensed premises. The inspection shall be conducted to determine whether there is any observed violation of applicable fire, safety or similar codes or Village ordinances. Following written notice of a

violation, re-inspections shall be made as necessary to ensure noted violations have been corrected.

A.

B.

A. (1) — In the event inspections or re-inspections result in the issuance of three or more separate code or ordinance violations within a 12-month period, the license shall be revoked, the owner and Operator (if different) shall be notified that the approved license is revoked and the basis for the same, and the owner and Operator (if different) shall be subject to any and all applicable penalties for failing to comply with this Ordinance. The owner or Operator (if different) shall have the right to appeal such revocation, setting forth in writing the basis for its appeal and submitting its appeal within ten (10) calendar days of its receipt of the notice of revocation from the Village.

C.

C. (2) — An appeal shall initially be heard by the Village Manager who shall have ten (10) calendar days following receipt of the appeal to review the action appealed from and to make his or her determination based on a review of the relevant facts, applicable laws and utilization of the standards set forth herein. In making his or her review and determination, the Village Manger shall consider, without limitation, the following factors: the presentation (if any) of the appellant; the nature and severity of the violations at issue; the impact of those violations on the tenants of the licensed premises; the impact of those violations on adjacent properties; and mitigating circumstances put forward by the owner and Operator (if different). The Village Manager may affirm the revocation, overturn the revocation or take such other action as he or she deems appropriate and consistent with the terms of the Village's ordinances and codes. The Village Manager's decision and the basis for the same shall be reduced to writing and a copy provided to the owner and Operator (if different).

D. (3) — The owner or Operator (if different) shall have the right to appeal a determination of the Village Manager as set forth above, setting forth in writing the basis for its appeal and submitting its appeal within ten (10) calendar days of its receipt of the determination by the Village Manager. An appeal under this subsection shall be heard by the Village Council's Administration and Public Safety Committee or a successor committee which shall have twenty (20) calendar days following receipt of the appeal to review the action appealed from and make its determination based on a review of the relevant facts, applicable laws and utilization of the standards set forth herein. In making its review and determination, the Committee shall consider the same factors as set forth in Subsection 5.B. (2). The Committee's decision shall be final and the Committee may affirm the revocation, overturn the revocation or take such other action as it deems appropriate and consistent with the

terms of the Village's ordinances and codes. The Committee's decision and the basis for the same shall be reduced to writing and a copy provided to the owner and Operator (if different).

## **Section 6. Conditions.**

The Village Manager or designee may impose reasonable conditions on a license issued under this Ordinance as necessary to ensure compliance with the standards for approval provided in Sections 4 and 5.

## **Section 7. Short Term Rental Licensing Implementation and Renewal Process.**

- ~~A. Rentals registered or licensed with the Village under a predecessor to this Ordinance must be brought into compliance with this Ordinance no later than December 31, 2017, and such new license shall thereafter be valid for the three-year period set forth in Section 4.~~
- ~~AB.~~ All other rentals in the Village must be licensed in accordance with the provisions of this Ordinance prior to being used for rental purposes.
- ~~BC.~~ Notwithstanding any other provision of this Ordinance, all rentals within the Village must comply with the occupancy restrictions set forth in Subsection 4.A. (2) from and after the effective date of this Ordinance.
- C.
- ~~D.~~ The cap on licenses in the Village is 45.
- ~~DE.~~ Licenses may be renewed by the Operator's submission, not less than 30 days prior to the expiration of the existing license, of an application for renewal on such form as prepared by the Village and the payment of any associated fee as set by resolution of the Village Council from time to time. Licensed premises for which a renewal application is submitted shall be subject to inspection by the Village and the Village may require improvements or modifications to the licensed premises consistent with the terms of this Ordinance as a condition of approving a renewed license. Licenses obtained by renewal shall be valid for a three-year period as set forth in Section 4 and shall otherwise be subject to all provisions of this Ordinance.
- ~~EF.~~ Grandfathered licenses shall remain valid as set forth and subject to Section 4. B and shall be permitted to be renewed as set forth in subsection E of this Section provided that all terms and conditions of this Ordinance are otherwise met and the grandfathered license has not been revoked or expired even if the cap set forth in subsection D of this Section is exceeded.



**Section 8. Nuisance.**

A violation of this Ordinance is hereby declared to be a public nuisance and nuisance per se and is further deemed to be offensive to the public health, safety and welfare and shall be subject to abatement in the manner permitted by law or in equity.

**Section 9. Administrative Liability.** No Village officer, official, agent, employee or member of the Village Council shall be personally liable or responsible for any damage which may occur to any person or entity as a result of any act or decision performed (or not performed) in the discharge of duties and responsibilities pursuant to this Ordinance.

**Section 10. Violations.**

Any person who violates any provision of this Ordinance shall be responsible for a municipal civil infraction and shall be subject to a fine of Five Hundred and 00/100 (\$500.00) Dollars, the costs of prosecution, and such other relief as authorized by law. Each day this Ordinance is violated shall be considered a separate violation.

For the each violation of a license by a license holder within a calendar year, the Village shall issue a written warning notice of violation mail to the property owner and operator via First Class Mail and Certified Mail. The property owner and operator shall acknowledge receipt of the written notice within 7 days. Failure to acknowledge the violation, does not waive responsibility by the owner and operator.

If there are one or more violations each year during any three (3) consecutive year period, or three (3) violation in a single calendar year, the license shall be revoked.

An owner may appeal a decision to revoke a license to the Village Council within 30 days of the date the written note of revocation was issued.

**Section 11. Enforcement Officials.**

The Village Manager or his/her designee and law enforcement officials of the Leelanau County Sheriff's Department are hereby designated as authorized local officials who are empowered to issue municipal civil infraction notices or citations pursuant to this Ordinance.

**Section 12. Civil Action.**

In addition to enforcing this Ordinance through the use of a municipal civil infraction proceeding, the Village may initiate proceedings in the circuit court to abate or eliminate a violation of this Ordinance.

**Section 13. Validity.**

If any section, provision or clause of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect any remaining portions or application of this Ordinance which can be given effect without the invalid portion or application.

**Section 14. Repeal.**

This Ordinance shall repeal any and all ordinances or parts of ordinances in conflict herewith including, without limitation, Ordinance No. 3 of 2005.

**Section 15. Effective Date.**

This Ordinance shall become effective following publication of the Ordinance, or a synopsis of the Ordinance, in a newspaper of general circulation within the Village.

VILLAGE OF SUTTONS BAY

By: \_\_\_\_\_  
Steve Lutke, Village President

|

By: \_\_\_\_\_  
Shar Fay, Village Clerk

Date of Council Approval:

Date of Publication:

Effective Date: