



LINCOLN PARK PLANNING COMMISSION
CITY HALL – COUNCIL
CHAMBERS 1355 SOUTHFIELD
ROAD LINCOLN PARK, MICHIGAN

SPECIAL MEETING
August 16, 2017 at 7:00 p.m.

AGENDA

- I. Call to Order**
- II. Pledge of Allegiance**
- III. Roll Call**
- IV. Approval of previous minutes**
- V. Approval of Agenda**
- VI. Old Business**
 - A. Public Hearing, Special Land Use Approval: 3745 Dix (Sonic Drive-in)
 - B. Site Plan Review: 3745 Dix (Sonic Drive-in)
 - C. Public Hearing, Special Land Use Approval: 1491 Southfield (American Renal Associates)
 - D. Site Plan Review: 1491 Southfield (American Renal Associates)
 - E. Public Hearing, Conditional Rezoning Recommendation: 1358 Council Avenue
- VII. New Business**
 - A. Conceptual Review, Special Land Use: 2306 Dix Highway (Taco Bell)
- VIII. Policy Review and Discussion**
 - A. Tattoo parlors
- IX. Reports from Departments and Other Boards and Commissions**
- X. Public Comments**
- XI. Comments from Planning Commissioners**
- XII. Adjournment**

The City of Lincoln Park will provide necessary reasonable auxiliary aids and services, such as signers for the hearing impaired and audio tapes of printed material being considered at the meeting to individuals with disabilities at the meeting/hearing upon seven (7) days prior notice to the City of Lincoln Park. Individuals with disabilities requiring auxiliary aides or services should contact the City of Lincoln Park by writing or calling the following: The Building Department, 1355 Southfield Road, Lincoln Park, MI 48146(313) 386-1800 Ext. 1296

3745 Dix Highway – Sonic Drive-In Restaurant Special Land Use Review

Applicant	Matar Management Group
Project	Sonic Drive-In
Address	3745 Dix Highway, Lincoln Park, MI 48146
Date	August 9, 2017
Request	Special Land Use Approval
Recommendation	Approval

REQUEST

The applicant proposes to convert a vacant parcel at 3745 Dix into a Sonic Drive-In restaurant. The property is zoned Municipal Business District. Drive-in restaurants are permitted after Special Approval in this district.

CRITERIA FOR REVIEW

The following conditions are all required to be met before a Special Land Use approval may be granted:

- 1) The special use will promote the use of land in a socially and economically desirable manner for persons who will use the proposed land use or activity, for landowners and residents who are adjacent thereto and for the City as a whole;
This condition is met.
- 2) The special use is compatible and in accordance with the goals, objectives and policies of the City's Comprehensive Development Plan;
This condition is met.
- 3) The special use is necessary for the public convenience at that location;
This condition is met.
- 4) The special use is compatible with adjacent uses of land, and can be constructed, operated and maintained so as to continue to be compatible with the existing or intended character of the general vicinity and so as not to change the essential character of the area in which it is proposed;
This condition is met.

- 5) The special use is so designed, located and proposed to be operated that the public health, safety and welfare will be protected;
This condition is met.
- 6) The special use can be adequately served by public services and facilities without diminishing or adversely affecting public services and facilities to existing land uses in the area;
This condition is met.
- 7) The special use will not cause injury to the value of other property in the neighborhood in which it is to be located;
This condition is met.
- 8) The special use will protect the natural environment, help conserve natural resources and energy, and will not involve uses, activities, processes, materials and equipment or conditions of operation that will be detrimental to the natural environment, public health, safety or welfare by reason of excessive production of traffic, noise, smoke, odors or other such nuisance;
This condition is met.
- 9) The special use is within the provisions of uses requiring special approval as set forth in the various zoning districts herein, is in harmony with the purposes and conforms to the applicable regulations of the zoning district in which it is to be located, and meets applicable site design standards for use in Section 1296.02; and
This condition is met.
- 10) The special use is related to the valid exercise of the City's police power and purposes which are affected by the proposed use or activity.
This condition is met.

RECOMMENDATION

It is recommended that the Lincoln Park Planning Commission **approve** the Special Use of a drive-in restaurant at 3745 Dix.

3745 Dix Highway – Sonic Drive-In Restaurant Site Plan Review

Applicant:	Matar Management Group
Project:	Sonic Drive-In
Address:	3745 Dix Highway, Lincoln Park, MI 48146
Date:	August 9, 2017
Request:	Site Plan Review - Final
Recommendation	Approval

GENERAL

All elements of the site plan shall be designed to take into account the site's topography, the size and type of plot, the character of adjoining property, and the traffic operations of adjacent streets. The site shall be developed so as not to impede the normal and orderly development or improvement of surrounding property for uses permitted in this Zoning Code. The site plan shall conform with all requirements of this Zoning Code, including those of the applicable zoning district(s).

Project and Site Description

The applicant proposes to convert a vacant parcel into a Sonic Drive-In restaurant. Located on Dix Highway, the property would be a commercial use of about 1,690 gross floor area on a 27,443 square foot lot. There would be 8 employees during peak shifts.

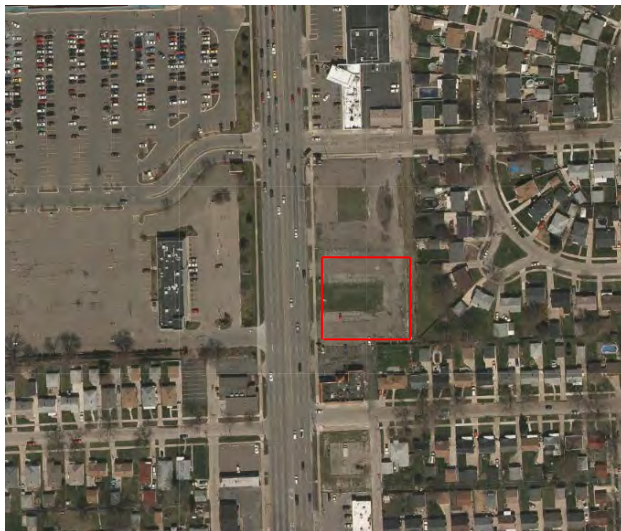


Figure 1: Aerial View

Site conditions

The site sits halfway between Emmons Boulevard and Riverbanks Street on Dix Highway. The perimeter of the lot is paved with two curb cuts, providing drive-through circulation surrounding a grassy patch of land in the middle. The site is also accessible by pedestrians via the sidewalk.

Master Plan

Future Land Use Classification

The site is intended for General Business future land use.

Intent; Desirable Uses and Elements

“These uses provide retail goods and services on a city-wide scale, often drawing customers from outside the City as well. Professional offices, including doctors, veterinarians, lawyers, insurance agents, etc., are properly sited within areas designated for General Commercial use. This land use category is the appropriate location for automobile-oriented uses, including drive-through restaurants, gas stations (with or without convenience stores), minor auto repair shops, and car washes. Large shopping centers and hotels are also included in the General Commercial category. Uses in this category should be located outside the downtown area as the design characteristics, setbacks, and parking of General Commercial uses directly conflict with the intent of a cohesive, attractive downtown district.”

The proposed use is a drive-through restaurant, which is specifically identified as desirable. This condition is met.

Land Use and Zoning

Zoning

The site is zoned Municipal Business District (MBD). The district is meant to offer a wider range of businesses and permits drive-through establishments. “The permitted uses are intended to provide businesses and services usually found in major business areas along major streets or regional thoroughfares or near freeway access ramps. These uses generate large volumes of vehicular traffic, require substantial access for off-street parking and loading and require detailed planning, particularly as to relationships with adjacent residential areas. The intended potential customer base for these uses is the entire Municipality, and not just the immediate residential neighborhoods.”

Drive-in restaurants or other drive-in establishments serving food and/or beverages are permitted after special approval in the Municipal Business District.

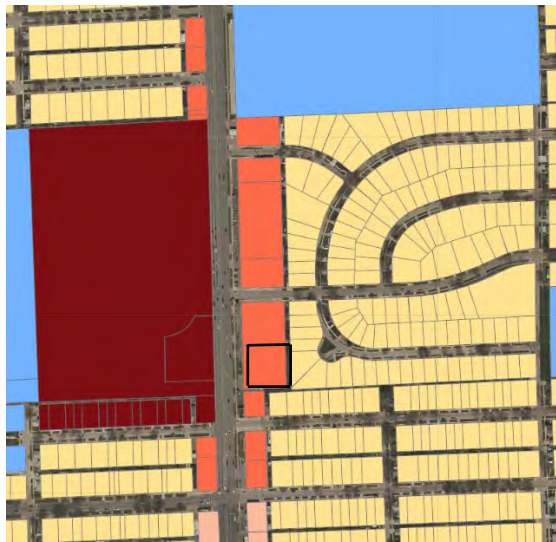


Figure 3: Zoning Map

Proposed and Existing Uses; Zoning

Site	Drive-in restaurant / Municipal Business District
North	Vacant / Municipal Business District
East	Residential / Single Family Residential District
South	Restaurant; residential / Municipal Business District; Single Family Residential District
West	Dentist office; ROW, then Regional Business District

Dimensional Standards

The dimensional requirements of the MBD district are described in the chart below. (§1294.32, except where noted.)


	Required	Provided	Compliance
Lot Width	40 ft	152 ft	Met
Street Frontage (§1294.09)	Shrubbery and low retaining walls 2 ½' < height < 8'	Height of shrubbery not provided	Met
Lot Area	4,000	27,118	Met
Lot Coverage	50%	6%	Met
Height	2 stories; 25 feet	1 story, 23'	Met
Setback – Front	0'	61' 5"	Met
Setback – Sides	0'	49'/72'	Met
Setback – Rear	0'	49'	Met

Items to be addressed

None

BUILDING DESIGN

The building design shall relate to the surrounding environment in regard to texture, scale, mass, proportion, and color. High standards of construction and quality materials will be incorporated into the new development. In addition to following design guidelines adopted in specific district or sub-area plans, the building design shall meet the requirements of Section 1296.04, Standards for Architecture and Building Materials.

Required	Compliance
<ul style="list-style-type: none"> Building mass, height, bulk and width-to-height ratio within 50-150% of buildings within 500'. <i>This condition is met.</i> 	Met
<ul style="list-style-type: none"> Architectural variety <i>This condition is met.</i> Similar materials and entrances to buildings within 500'  <p><i>This condition is met.</i></p>	Met
<ul style="list-style-type: none"> Building materials: primarily natural products conveying permanence (brick, decorative masonry block, stone, or beveled wood siding) = 75% of each façade (industrial districts, 50% if facing ROW) <i>This condition is met.</i> 25% may be glass, exterior insulation finish systems (EIFS), vinyl, aluminum, or steel siding; or similar synthetic or highly-reflective materials (industrial districts not facing public streets or freeways, these and pre-cast concrete or plain masonry block) <i>This condition is met.</i> Natural colors (bright for decorative features only) <i>This condition is met</i> 	Met
<ul style="list-style-type: none"> Façade: <100' uninterrupted <i>This condition is met</i> If >100' = recesses, off-sets, angular forms, arches, colonnades, columns, pilasters, detailed trim, brick bands, contrasting courses of material, cornices or porches <i>This condition is met</i> All sides similar <i>This condition is met</i> 	Met

Required	Compliance
<ul style="list-style-type: none"> Windows: vertical, recessed, visually-obvious sills Visually obvious sills to be added Spaces between windows = columns, mullions, or material found elsewhere on the façade <i>The design does not feature any obviously adjacent windows. This condition is not applicable.</i> Front facades > 25% windows <i>This condition is met.</i> Size, shape, orientation, spacing to match buildings within 500' <i>This condition is met</i> 	Substantially met
<ul style="list-style-type: none"> Main entrances: doors larger Framing devices (overhangs, recesses, peaked roof forms, porches, arches, canopies, parapets, awnings, display windows, accent colors, tile work, moldings, pedestrian-scale lighting, distinctive door pulls) <i>This proposal is somewhat unique in that no interior customer area has been provided, and therefore there is no need to emphasize the entrance. This condition is not applicable.</i> 	Not applicable
<ul style="list-style-type: none"> Pitched / shingled roof forms with overhanging eaves with slope of 0.5 to 1 recommended <i>This optional condition is not met</i> Rooflines >100' = roof forms, parapets, cornice lines <i>This condition is met</i> Roof-top mechanical equipment screened by roof form. <i>Applicant to verify that roof form and parapet screen the mechanical equipment on the roof.</i> 	Unknown

Items to be addressed

- Visually-obvious sills to be added to windows facing ROW*
- Applicant to verify that roof form and parapet wall serve to screen the mechanical equipment on the roof*

PRESERVATION OF SIGNIFICANT NATURAL FEATURES

Judicious effort shall be used to preserve the integrity of the land, existing topography, and natural, historical, and architectural features as deemed in this Zoning Code, in particular flood hazard areas and wetlands designated/regulated by the Michigan Department of Environmental Quality, and, to a lesser extent, flood hazard areas and wetlands which are not regulated by the Department.

There are no significant natural features to preserve.

Items to be addressed

None

SIDEWALKS, PEDESTRIAN AND BICYCLE CIRCULATION

The arrangement of public or common ways for vehicular and pedestrian circulation shall be connected to existing or planned streets and sidewalks/ pedestrian or bicycle pathways in the area. There shall be provided a pedestrian circulation system which is separated from the vehicular circulation system. In order to ensure public safety, special pedestrian measures, such as crosswalks, crossing signals and other such facilities may be required in the vicinity of primary and secondary schools, playgrounds, local shopping areas, fast food/ service restaurants and other uses which generate a considerable amount of pedestrian or bicycle traffic.

The site is served by one sidewalk along the western side of the parcel, along Dix Highway. Because the property lies in the middle of the block, it is not served by a crosswalk. There are two curb cuts where vehicles enter and leave the parking lot. Each curb cut is designated as either enter-only or exit-only for vehicles, leaving two points where pedestrians and drivers could come into contact. However, the applicant has included a path that connects the sidewalk to the property through a narrow portion of the parking lot. This reduces the number of times that vehicles and nonmotorized users cross paths and provides a safer crossing to reach the building. There are no bicycle lanes along Dix Highway.

Items to be addressed

None

PARKING

The number and dimensions of off-street parking [spaces] shall be sufficient to meet the minimum required by this Zoning Code. However, where warranted by overlapping or shared parking arrangements, the Planning Commission may reduce the required number of parking spaces, as provided in this Zoning Code.

Use	Required	Proposed	Compliance
§1290.02 Drive-in and drive- through restaurant	One (1) for every two (2) seats in an established seating plan area = 10 Plus one (1) for every fifteen (15) square feet of usable customer area other than in an established seating plan area = 0 Plus one (1) for every two (2) employees based upon maximum employment shift (8 employees) = 4 Plus one (1) for every outside customer automobile service stall area = 13 Total = 27 Plus required vehicle stacking spaces = see below	10 0 4 13 Total = 27	Met
§1290.03 Stacking spaces	Ten (10) 10' x 24' stacking spaces per window = 10 spaces	10	Met

It is noted that 1 stacking space abuts a dine-in parking or "car hop" space. The applicant notes that "customers will be parked here for an extended period of time as they order and consumed their food in their vehicle, allowing the stacking space to open up and the customer to exit the parking space." The City's primary interest in the provision of stacking spaces is to ensure that the line of vehicles will not extend into the street, and that interest is served under the proposed arrangement.

§1290.05 Off-Street Parking B Areas; Business Districts.

Off-street parking in a Neighborhood Business District (NBD), Municipal Business District (MBD), Central Business District (CBD), or Regional Business District (RBD) shall conform to the following requirements:

- Off-street parking B areas shall be curbed with concrete curbs and gutters. Necessary curbs or other protection for the public and for the protection of adjoining properties, streets and sidewalks shall be provided and maintained.

Curb and gutter detail has been provided.

- Whenever such parking facility adjoins residential property and/or a residential street or alley, a solid masonry wall, ornamental on both sides, and not less than six (6) feet in height, shall be erected and maintained. Such walls shall be constructed of the same materials as that of the main or principal building, and be faced with either brick, decorative block, or pre-cast concrete formed into a decorative pattern and painted in the same color scheme as that of the principal building. The location of the wall and lot barrier facing a residential street shall be determined with due regard for side yard requirements and the building setback line adjoining the Residential District, as may be required in the particular business district. Bumper guards of a type described in subsection (k) hereof shall be provided to prevent vehicles from striking the wall.

The eastern side of the parcel abuts a residential zone. There is a 20 foot alley separating the Sonic parcel and the residential zone. The applicant proposes to extend the existing 4-foot wall by 2 feet in height, and has provided detail.

- The entrance to such area shall be only from the adjoining principal use or adjoining alley. Parking lots shall be designed to prevent vehicles from backing into the street, backing into an access drive, or requiring the use of the street for maneuvering between parking rows.

This condition is met.

- All illumination for such parking facilities shall be deflected away from residential areas and shall be installed in such manner as to allow the reduction of the amount of light after normal parking hours each day. All parking lot lighting shall be designed, located, and shielded to prevent glare onto adjacent properties, and shall be arranged to prevent adverse effects on motorist visibility on adjacent rights-of-way. The source of illumination shall not be more than twenty-five (25) feet above the parking surface.

This is addressed under Lighting, below.

- In all cases where such parking facilities abut public sidewalks, a wall or curb at least six (6) inches high, or steel posts twenty-four (24) to thirty (30) inches high and not more than five (5) feet apart, set three (3) feet in concrete, shall be placed thereon so that a motor vehicle cannot be driven or parked with any part thereof extending within two (2) feet of a public sidewalk.

Parking facilities do not abut a public sidewalk. This condition is met.

1294.16(b) The entire parking area shall be paved with a permanent surface of concrete or plant- mixed bituminous material and shall be graded and drained in accordance with Section 1290.04(b)(4), Off-Street Parking A Areas; Residential Districts Adjoining Business or Industrial Districts. Any unpaved area of the site shall be landscaped with lawn or other horticultural materials, maintained in a neat and orderly fashion at all times and separated from the paved area by a raised concrete curb, six (6) inches in height.

This requirement is met.

Items to be addressed

None

BARRIER-FREE ACCESS

The site has been designed to provide barrier-free parking and pedestrian circulation.

Required Spaces	Required Barrier-Free Spaces	Proposed Barrier-Free Spaces	Compliance
27	2	2	Met

§1290.02(g) “Within each parking lot, signed and marked barrier-free spaces measuring twelve (12) feet in width shall be provided at a convenient location, in accordance with the following table. Barrier-free parking space requirements shall be in accordance with the Michigan Department of Labor, Construction Code Commission, Barrier Free Design Division.”

Items to be addressed

None

LOADING

All loading and unloading areas and outside storage areas, including refuse storage stations, shall be screened in accordance with this Zoning Code.

Gross Floor Area	Loading Spaces – Required	Loading Spaces – Provided	Compliance
1,608	0	0	n/a

§1290.09(c) “No loading space shall be located closer than fifty (50) feet from any residentially zoned district unless located within a completely enclosed building or unless enclosed on all sides facing a residential district by a solid masonry wall, ornamental on both sides, and not less than six (6) feet in height. Such walls shall be constructed of the same materials as that of the main or principal building, and be faced with either brick, decorative block, or pre-cast concrete formed into a decorative pattern and painted in the same color scheme as that of the principal building. Lights used to illuminate loading areas shall be arranged so as to reflect away from adjacent areas.”

The size of this site does not require a loading space.

N/A

Items to be addressed

None

ACCESS, DRIVEWAYS, AND VEHICULAR CIRCULATION

Safe, convenient, uncongested, and well-defined vehicular and pedestrian circulation within and to the site shall be provided. Drives, streets, parking and other elements shall be designed to discourage through traffic, while promoting safe and efficient traffic operations within the site and at its access points. All driveways shall meet the design and construction standards of the City. Access to the site shall be designed to minimize conflicts with traffic on adjacent streets, particularly left turns into and from the site. For uses having frontage and/or access on a major traffic route, as defined in the City of Lincoln Park Comprehensive Development Plan, the number, design, and location of access driveways and other provisions for vehicular circulation shall comply with the provisions of Section 1290.10, Access Management Standards.

Required	Provided	Compliance
<ul style="list-style-type: none"> • Single two-way driveway or pair of one-way driveways • Two-way: 25' < throat width < 30' (face to face of curb). One-way paired: each 20' measured perpendicularly. May be separated by 10' median; sidewalks shall be continued or maintained • 25' radii; 30' radii where daily truck traffic expected • Corner lots: one access point per street with >100' frontage • If frontage >300' and documented need (ITE), may allow additional access with design restrictions • If frontage >600', max of 3 drives may be allowed; one with design restrictions 	<ul style="list-style-type: none"> • One two-way driveway • One shared driveway noted (partial) • Entrance is 25' • 2 of 3 turning radii are 10' • The site is not a corner lot • The site width is 152' 	Not met

Required	Provided	Compliance
<ul style="list-style-type: none"> Shared access: driveways along property lines, connecting parking lots, on-site frontage roads, rear service drives. Encouraged and may be required for sites within 1/4 mile of major intersections; having dual frontage; with <300' frontage; with sight distance problems; along congested or accident-prone roadway segments Connection to adjacent facilities may be required; site accommodation may be required for future connection to undeveloped adjacent property Letters of agreement or access easements required 	The northern curb cut to the site is proposed to be shared with the adjacent parcel, which is currently vacant	Met
<ul style="list-style-type: none"> Triangular unobstructed view areas: from corner of two ROWs, 25' along each; from corner of ROW and driveway, 10' along driveway and 5' along ROW Grass / groundcover only in 3' strip abutting driveway and ROW Trees permitted if trimmed between 30" and 6' from ground level 	<ul style="list-style-type: none"> Triangular unobstructed view area delineated 3' lawn strip abutting driveway and ROW 	Met
<ul style="list-style-type: none"> May require drive to be located on the far side of the property from congested intersections >150' from signalized intersection or 4-way stop, or right-turn-only at 75' from intersection >100' otherwise >200' from centerline of I-75 access ramps 	>100' from all intersections	Met
<ul style="list-style-type: none"> Same side of street: Driveway spacing determined by speed limits in §1290.10 = 40mph -> 185' Across the street: Driveways directly aligned or >150' offset (excludes right-turn-only) Directional driveways, divided driveways, and deceleration tapers and/or by-pass lanes may be required by the Planning Commission where they will reduce congestion and accident potential 	<ul style="list-style-type: none"> North driveway to northern adjacent parcel (vacant): ~60', shared access proposed; North and south driveways: ~120'; South driveway to southern adjacent parcel (Cathay House): ~66' Across the street: aligned 	Not met

- (4) For expansion and/or redevelopment of existing sites where the Planning Commission determines that compliance with all the standards of this section is unreasonable, the standards shall be applied to the maximum extent possible. In such situations, suitable alternatives which substantially achieve the purpose of this section may be accepted by the Planning Commission, provided that the applicant demonstrates that all of the following apply:
- The size of the parcel is insufficient to meet the dimensional standards.
 - The spacing of existing, adjacent driveways or environmental constraints prohibit adherence to the access standards at a reasonable cost.
 - The use will generate less than five hundred (500) total vehicle trips per day or less than seventy-five (75) total vehicle trips in the peak hour of travel on the adjacent street, based on rates developed by the Institute of Transportation Engineers (ITE).
 - There is no other reasonable means of access.

Items to be addressed

planning review

- Applicant to increase 2 turning radii to 25' or to provide justification for 10' radii
- Planning Commission to consider accepting proposed driveway arrangement as the maximum application of Access Management standards

EMERGENCY VEHICLE ACCESS

All buildings or groups of buildings shall be arranged so as to permit necessary emergency vehicle access as required by the Fire Department and Police Department.

Comments have not been received by the Lincoln Park Fire Department.

Items to be addressed

- Comments from the Lincoln Park Fire Department to be received and incorporated.

STREETS

All streets shall be developed in accordance with the City of Lincoln Park Subdivision Control Ordinance and construction standards, unless developed as a private road in accordance with the requirements of the City.

No new streets are proposed.

Items to be addressed

None.

LANDSCAPING, SCREENING, AND OPEN SPACE

The landscape shall be preserved in its natural state, insofar as practical, by removing only those areas of vegetation or making those alterations to the topography which are reasonably necessary to develop the site in accordance with the requirements of this Zoning Code. Landscaping shall be preserved and/or provided to ensure that proposed uses will be adequately buffered from one another and from surrounding public and private property. Landscaping, landscape buffers, greenbelts, fencing, walls and other protective barriers shall be provided and designed in accordance with the provisions of Section 1296.03, Landscaping Standards. Recreation and open space areas shall be provided in all multiple-family residential and educational developments.

	Required	Proposed	Compliance
Street Landscaping	Greenbelt, 10' width minimum with groundcover	10'wide	Met
	1 tree and 4 shrubs per 40' of street frontage ~190' = 5 trees and 19 shrubs	The site shows 4 trees and 16 shrubs	Met
	Where headlights from parked vehicles will shine into the ROW, may require a totally obscuring hedge	Headlights from parked vehicles are not anticipated to shine into ROW	Met

	Required	Proposed	Compliance
Interior Landscaping	10% of total lot area landscaped, including groundcover <i>~36,000sf*0.10 = 360sf landscaped area</i>	17% provided	Met
	Interior landscaping to be grouped near entrances, foundations, walkways, service areas	Landscaping is shown near parking area	Met
	1 tree per 400 sf of required landscaping and 1 shrub per 125 sf of required landscaping	Required interior landscaping is 2,172, requiring 7 trees and 18 shrubs.	Met
Parking Lot	1 deciduous or ornamental tree per 10 parking spaces	27 parking spaces are proposed, required 3 deciduous trees.	Met
	100 sf of planting area per tree	300 sf and 3 trees required	Met
Screening	Waste receptacle: Decorative masonry wall of at least 6' with solid or impervious gate	Screening detail shows 6' brick wall with impervious gate	Met

§1294.28(a) Where a Business or Industrial District abuts directly upon a Residential District, a landscaped greenbelt meeting the requirements of Section 1296.03, Landscaping Standards, shall be provided and maintained along its entire length by the users of the business or industrially zoned property.

In addition, such Business or Industrial District shall be screened from such contiguous, residentially zoned district by either a building housing a permitted use or by a solid masonry wall, ornamental on both sides, and not less than six (6) feet in height above grade, between the required greenbelt area and the commercial or industrial use. Such walls shall be constructed of the same materials as that of the main or principal building, and be faced with either brick, decorative block, or pre-cast concrete formed into a decorative pattern and painted in the same color scheme as that of the principal building.

§1294.16(a) When a drive-in or drive-through establishment adjoins property located in any Residential District, a solid masonry wall, ornamental on both sides, six (6) feet in height, shall be erected and maintained along the interior line, or if separated from the residential zone by an alley, then along the alley lot line. In addition, all outside trash areas shall be enclosed by such six (6)-foot masonry wall. Such walls shall be constructed of the same materials as that of the main or principal building, and be faced with either brick, decorative block, or pre-cast concrete formed into a decorative pattern and painted in the same color scheme as that of the principal building. Such wall shall be protected from possible damage inflicted by vehicles using the parking area by means of precast concrete wheel stops at least six (6) inches in height, or by firmly implanted bumper guards not attached to the wall, or by other suitable barriers.

Items to be addressed

None

SOIL EROSION CONTROL

The site shall have adequate lateral support so as to ensure that there will be no erosion of soil or other material. The final determination as to adequacy of, or need for, lateral support shall be made by the Building Superintendent or City Engineer.

Soil erosion measures are under the jurisdiction of Wayne County and shall comply with the applicable standards.

Items to be addressed

- Applicant to comply with all soil erosion control measures and permits as issued by Wayne County.*

UTILITIES

Public water and sewer facilities shall be available or shall be provided for by the developer as part of the site development, where such systems are available.

Public water and sewer facilities are available on site.

Items to be addressed

None

STORMWATER MANAGEMENT

Appropriate measures shall be taken to ensure that removal of surface waters will not adversely affect neighboring properties or the public storm drainage system. Provisions shall be made to accommodate stormwater which complements the natural drainage patterns and wetlands, prevent erosion and the formation of dust. Sharing of stormwater facilities with adjacent properties shall be encouraged. The use of detention/retention ponds may be required. Surface water on all paved areas shall be collected at intervals so that it will not obstruct the flow of vehicular or pedestrian traffic or create standing water.

Stormwater may be under the purview of Wayne County; applicant to work with City Engineer to determine the appropriate permitting process.

Items to be addressed

- Applicant to work with City Engineer to review stormwater system to determine the appropriate permitting process.*

LIGHTING

Exterior lighting shall be arranged so that it is deflected away from adjacent properties and so that it does not impede the vision of traffic along adjacent streets. Flashing or intermittent lights shall not be permitted.

§1290.05(i) Off-Street Parking

All illumination for such parking facilities shall be deflected away from residential areas and shall be installed in such manner as to allow the reduction of the amount of light after normal parking hours each day. All parking lot lighting shall be designed, located, and shielded to prevent glare onto adjacent properties, and shall be arranged to prevent adverse effects on motorist visibility on adjacent rights-of-way. The source of illumination shall not be more than twenty-five (25) feet above the parking surface.

This condition is met.

§1294.16(c) Drive-in and Drive Through Establishments

Lighting shall be installed in a manner which will not create a driving hazard on abutting streets or which will not cause direct illumination on adjacent residential properties, and shall comply with all other requirements of this Zoning Code.

This condition is met.

§1294.31(g) Performance Standards

Within five-hundred (500) feet of a residentially zoned area, bare bulbs which are visible in the residential area may not exceed fifteen (15) watts. Exterior lighting shall be so installed that the surface of the source of light shall not be visible from the nearest residential district boundary and it shall be so arranged to reflect light away from any residential use. In no case shall more than one (1) foot-candle power of light cross a lot line five (5) feet above the ground. In no case shall more than ten (10) foot-candle power of light exist at any given point on site. Illumination levels shall be measured with a foot-candle meter or sensitive photometer and expressed in foot-candles. Exterior spot lighting or other illumination shall be so installed as to eliminate any nuisance to adjoining Business and Industrial Districts or the creation of a traffic hazard on public highways.

This condition is met.

Items to be addressed

- 8 lights of type CLED-LW-7-UNV-S-5-WH are shown in the schedule on Sheet C8, but only 6 are obvious on photometric plan. Applicant to clarify

NOISE

The site has been designed, buildings so arranged, and activities/equipment programmed to minimize the emission of noise, particularly for sites adjacent to residential districts.

§1294.31(a)(2) Decibels are not to exceed the frequencies listed in the table below.

Center Frequency (cycles per second) (H2)	Day	Night
31.5	77	72

63	73	68
125	67	62
250	62	57
500	55	50
1,000	51	46
2,000	44	39
4,000	37	32
8,000	33	28

In addition to traditional drive-throughs, additional noise could be generated from this site because carhops serve patrons outside in the parking lot. It can be helpful to provide sound data from other franchises to provide an idea of how noisy the establishment could be.

It is noted that the service window and the outdoor seating areas are located on the far side of the property from the residential areas. The required solid masonry walls will also help buffer noise.

Items to be addressed

- If possible, estimate sound levels at property edges which abut residential zones*

MECHANICAL EQUIPMENT

Mechanical equipment, both roof and ground mounted, shall be screened in accordance with the requirements of this Zoning Code.

Roof mounted equipment is addressed under Building Design, above. Electric transformer pad is screened by the drive-through menu.

Items to be addressed

None

SIGNS

A sign plan was provided.

Items to be addressed

- Applicant shall obtain all appropriate sign permits from the City Building Department.*

HAZARDOUS MATERIALS OR WASTE

For businesses utilizing, storing or handling hazardous material such as automobile service and automobile repair stations, dry cleaning plants, metal plating industries, and other industrial uses, documentation of compliance with state and federal requirements shall be provided.

No hazardous materials or waste are expected from the development.

Items to be addressed

None

SITE DESIGN STANDARDS FOR USES PERMITTED AFTER SPECIAL APPROVAL

All applicable standards for uses permitted after special approval are met.

1296.02 AA. Outdoor Cafés, Outdoor Eating Areas, Carry-out, and Open Front Restaurants.

1. A minimum of five (5) feet of sidewalk along the curb and leading to the entrance to the establishment must be maintained free of tables and other encumbrances. If the sidewalk is not wide enough to allow for a five (5) foot wide clearance for circulation, the outdoor café should not be permitted. Planters, posts with ropes, or other removable enclosures should be encouraged and should be used to define the area occupied by the outdoor café.

This condition is met.

2. Pedestrian circulation and access to building entrances should not be impaired. A boundary (maximum encroachment width and length) into the public sidewalk should be established with an accessible aisle being maintained between this line and the curb, in accordance with the provisions of all State and Federal regulations.

This condition is met.

3. The outdoor café must be kept clean, litter-free, and with a well-kept appearance within and immediately adjacent to the area of the tables and chairs. Additional outdoor waste receptacles may be required. Written procedures for cleaning and waste containment and removal responsibilities must be included with all applications and approved by the Planning Commission.

Provided by the applicant: "Cleaning and trash removal will occur continuously throughout the day as part of staff duties during normal business hours. The Applicant will contract with a private trash removal service to empty the dumpster on site. A copy of the anticipated trash removal schedule can be provided to the City once service has been contracted."

4. Tables, chairs, planters, waste receptacles, and other elements of street furniture should be compatible with the architectural character of the adjacent buildings. If table umbrellas will be used, they should compliment building colors.

This condition is met.

5. Additional signs are not permitted beyond those permitted for the existing restaurant.

This condition is addressed in the Sign Plan, subject to Building Department approval.

6. The hours of operation for the outdoor café should be established and noted with the application.

Hours of operation are from 6:00 AM to 12:00 AM, Sunday through Thursday, and 24 hrs Friday and Saturday.

7. Preparation of food and beverages may be prohibited in the outdoor café.

No outdoor preparation of food and beverages is anticipated.

8. Liability issues for use of the public sidewalk should be addressed and reviewed by the City Attorney.

The full Site Plan application is subject to review by the City Attorney.

1294.16 Drive-In And Drive-Through Establishments.

- (a) When a drive-in or drive-through establishment adjoins property located in any Residential District, a solid masonry wall, ornamental on both sides, six (6) feet in height, shall be erected and maintained along the interior line, or if separated from the residential zone by an alley, then along the alley lot line. In addition, all outside trash areas shall be enclosed by such six (6)-foot masonry wall. Such walls shall be constructed of the same materials as that of the main or principal building, and be faced with either brick, decorative block, or pre-cast concrete formed into a decorative pattern and painted in the same color scheme as that of the principal building. Such wall shall be protected from possible damage inflicted by vehicles using the parking area by means of precast concrete wheel stops at least six (6) inches in height, or by firmly implanted bumper guards not attached to the wall, or by other suitable barriers.

This condition is addressed under Screening, above.

- (b) The entire parking area shall be paved with a permanent surface of concrete or plant- mixed bituminous material and shall be graded and drained in accordance with Section 1290.04(b)(4), Off-Street Parking A Areas; Residential Districts Adjoining Business or Industrial Districts. Any unpaved area of the site shall be landscaped with lawn or other horticultural materials, maintained in a neat and orderly fashion at all times and separated from the paved area by a raised concrete curb, six (6) inches in height.

This condition is addressed under Parking, above.

- (c) Lighting shall be installed in a manner which will not create a driving hazard on abutting streets or which will not cause direct illumination on adjacent residential properties, and shall comply with all other requirements of this Zoning Code.

This condition is addressed under Lighting, above

- (d) Adequate ingress and egress shall be provided as prescribed in Chapter 1290, Off-Street Parking and Loading.

This condition is addressed under Access, above

- (e) Before approval is given for any use, a site plan shall be submitted to the Police Department and the Fire Department before submittal to the Planning Commission, for review pursuant to Section 1296.01, Site Plan Review, as to the suitability of the location of entrances and exits to the site, parking area, screening, lighting and other design features.

This condition is addressed under Other Agency Reviews, below.

Items to be addressed

- Planning Commission approval of written procedures and waste removal is requested*
- The full Site Plan application is subject to review by the City Attorney.*

OTHER AGENCY REVIEWS

The applicant has provided documentation of compliance with other appropriate agency review standards, including, but not limited to, the Michigan Department of Natural Resources, Michigan Department of Environmental Quality, Michigan Department of Transportation, Wayne County Drain Commission, Wayne County Health Department, and other federal and state agencies, as applicable.

Permits shall be secured as necessary. Dix Highway is under the jurisdiction of MDOT; stormwater will be reviewed by the Wayne County Drain Commission; restaurant licensing is the responsibility of the Wayne County Health Department.

Items to be addressed

- Applicant to secure ROW permit from MDOT as required*
- Applicant to secure stormwater permit from Wayne County Drain Commissioner as required*
- Applicant to secure food licensing from Wayne County Health Department*
- Applicant to secure all other permits and licenses as required*

VARIANCES

No variances are requested.

Items to be addressed

None.

RECOMMENDATIONS

Findings

The Site Plan proposed for 3745 Dix, Sonic Drive-In Restaurant, is in substantial compliance with Section 1296.01, Site Plan Review, with the conditions and waivers listed below.

Conditions and Waivers

- Visually-obvious sills to be added to windows facing ROW*
- Applicant to verify that roof form and parapet wall serve to screen the mechanical equipment on the roof*
- Applicant to increase 2 turning radii to 25' or to provide justification for 10' radii*
- 8 lights of type CLED-LW-7-UNV-S-5-WH are shown in the schedule on Sheet C8, but only 6 are obvious on photometric plan. Applicant to clarify*
- Planning Commission to consider accepting proposed driveway arrangement as the maximum application of Access Management standards*
- Planning Commission approval of written procedures and waste removal is requested*
- Comments from the Lincoln Park Fire Department to be received and incorporated.*
- Applicant shall obtain all appropriate sign permits from the City Building Department.*
- The full Site Plan application is subject to review by the City Attorney.*
- Applicant to comply with all soil erosion control measures and permits as issued by Wayne County.*
- Applicant to secure ROW permit from MDOT as required*
- Applicant to work with City Engineer to review stormwater system to determine the appropriate permitting process, and to secure stormwater permit from Wayne County Drain Commissioner as required*
- Applicant to secure food licensing from Wayne County Health Department*
- Applicant to secure all other permits and licenses as required*

Recommendations

It is recommended that the Lincoln Park Planning Commission approve the site plan proposed for 3745 Dix, Sonic Drive-In Restaurant, with the conditions and waivers listed herein.



August 11, 2017

Ms. Leah DuMouchel, AICP
Beckett & Raeder, Inc.
535 West William St. Suite 101
Ann Arbor, MI, 48103-4978

**Re: Sonic, America's Drive-In
3745 Dix Hwy
City of Lincoln Park, MI
Hennessey Project 72088**

Dear Ms. DuMouchel:

Hennessey Engineers, Inc., completed our review of the Preliminary Plan based on the plan submittal date July 10, 2017, and received via email from you..

The proposed development is a 1,690 square foot restaurant site on Dix Hwy with proposed water service from Dix Hwy, sanitary sewer service from the public alley adjacent to and east of the site, two (2) proposed entrances off of Dix Hwy and new parking lot.

Listed below are some comments that will need to be addressed during the detailed engineering submittal and prior to start of any construction which should not affect the Preliminary Plan approval:

GENERAL

1. Dix Hwy is under the jurisdiction of Wayne County. Wayne County approval and permit will be required.
2. The storm sewer system is under the jurisdiction of Wayne County approval and a permit will be required.
3. A site grading plan will need to be review and approved by our office during the detailed engineering review. Wayne County will require storm water detention on site and a restricted outlet.
4. The plans are showing the sanitary sewer tying into the existing 18" sanitary sewer in the alley adjacent to and east of the site. The method of connection will be determined during the detailed engineering review. The alley will need to be sawcut and replaced as directed by the engineer and the City.
5. The plans are showing the water service tying into the existing 8" water main in the Dix Hwy Right of way west of the site. The method of connection will be determined during the detailed engineering review. The sidewalk will need to be sawcut and replaced as directed by the engineer and the City. Dix Hwy is under the jurisdiction of Wayne County.
6. The plans are showing the storm sewer tying into the existing 12" storm sewer in the alley adjacent to and east of the site. The method of connection will be determined during the

detailed engineering review. The alley will need to be sawcut and replaced as directed by the engineer and the City. If the storm structure is in poor condition it may be required to be reconstructed. This will be determined by the engineer and the City.

7. Show the percent slopes on the parking lot grades. For asphalt pavement the slopes should be a minimum of one percent.
8. Hennessey Engineers, Inc., will review the drainage and grading plan during the detailed engineering review.
9. The existing sanitary sewer pipe type should be identified. The sanitary lead must be a minimum of SDR -26.
10. A Soil Erosion and Sedimentation permit must be obtained from Wayne County.
11. The City will require any broken, cracked or deteriorated sidewalks on this site to be removed and replaced. The City will determine the sidewalk areas to be removed and replaced.

The comments listed above will be required to be addressed in the detailed engineering review. From an engineering feasibility our office does not have any issues with the approval of the Preliminary Site Plan submittal. Therefore, from the engineering feasibility review it would be our recommendation for the "approval" of the Preliminary Site Plan. This is not a detailed engineering review or approval. Once the Planning Commission approves the Site Plan the engineer shall submit 3 sets of signed and sealed plans and a cost estimate to our office for detailed engineering review. An escrow account will need to be established for the detailed engineering review and construction inspection, test and management. Prior to any start of construction the plans must approved by our office.

If you have any questions, please do not hesitate to contact me.

Sincerely,

HENNESSEY ENGINEERS, INC



James D. Hollandsworth, P.E., P.S.
Lincoln Park Project Manager

JDH/bd

cc: John Kozuh, DPW Director, City of Lincoln Park
John J. Hennessey, Hennessey Engineers, Inc.
Ryan Kern, Hennessey Engineers, Inc.

B.3

R:\Municipalities\70000's Lincoln Park\72000's\72088 Sonic 3745 Dix Hwy\Sonic 1st PC Review Aug 11, 2017.docx

RE: 3745 Dix: Request for Planning Review Comments

John Kozuh <JKozuh@citylp.com>

Fri 8/11/2017 10:30 AM

To: Leah DuMouchel <ldumouchel@bria2.com>;

Leah: Sorry for the delay in getting back w/ you on this. Any cb's ,storm mh, or sanitary mh's that may-be in deteriorated state I would request the on site contractor reconstruct. I do not have any other issues.

John Kozuh
DPS Director,
City of Lincoln Park
313 386-9000 ext. 2703

From: Leah DuMouchel [ldumouchel@bria2.com]
Sent: Wednesday, August 09, 2017 9:00 AM
To: John Kozuh; jdhollandsworth457@gmail.com; Fire Chief; Ray Watters; Krystina Erdos
Cc: Matthew Coppler; Giles Tucker; John Meyers
Subject: 3745 Dix: Request for Planning Review Comments

Hello! Please find below a link to a proposed site plan for 3745 Dix, Sonic Restaurant. This email serves as a request for comment from your department on the proposal. As mentioned in my email yesterday, this is the second of two sites which are under a compressed timeframe for review. So, comments would be wildly appreciated by the end of the day today if possible, or tomorrow. Thank you!

<https://www.dropbox.com/s/w5imqhf4ug1avp/3745%20Dix%20Sonic%20Site%20Plan%202017-08-08.pdf?dl=0>
[https://cf1.dropboxstatic.com/static/images/icons128/page_white_acrobat.png]
<<https://www.dropbox.com/s/w5imqhf4ug1avp/3745%20Dix%20Sonic%20Site%20Plan%202017-08-08.pdf?dl=0>>

3745 Dix Sonic Site Plan 2017-08-08.pdf<<https://www.dropbox.com/s/w5imqhf4ug1avp/3745%20Dix%20Sonic%20Site%20Plan%202017-08-08.pdf?dl=0>>
www.dropbox.com
Shared with Dropbox

Leah DuMouchel, AICP
Senior Associate

Beckett&Raeder, Inc.
Making Great Places for over 50 Years

535 West William St Suite 101
[Ann Arbor, MI 48103](http://www.beckett-raeder.com)

Office: 734.663.2622

8/11/2017

Mail - Idumouchel@bria2.com

Direct Line: 734.239.6616

Petoskey, MI 231.347.2523

Traverse City, MI 231.933.8400

Toledo, OH 419.242.3428

Please visit us at www.bria2.com <<http://www.bria2.com/>>

<<http://www.bria2.com/>>

<<http://www.bria2.com/>>

August 8, 2017

City of Lincoln Park
Attn: Ms. Leah DuMouchel
1355 Southfield Road
Lincoln Park, Michigan 48146

**Re: Sonic, 3745 Dix Highway
Preliminary Site Plan Review**

Dear Ms. DuMouchel:

In response to the review comments from the City of Lincoln Park prepared by Beckett & Raeder and dated July 23, 2017, please find attached the revised Site Plan for your consideration. To assist in your review, we offer the following responses to the review comments:

- *Additional building detail needs to be provided*
Additional building details, including building material percentages, have been added to Sheets A.101 and A.201.
- *Applicant to address access management standards including vehicle stacking*
The Applicant intends to utilize the existing curb cuts onto Dix Highway to serve the proposed development. Modifications to the existing curb cuts within the public road right-of-way are not anticipated. One vehicle stacking space is located near a car hop space. Customers will be parked here for an extended period of time as they order and consume their food in their vehicle, allowing the stacking space to open up and the customer to exit the parking space.
- *Applicant to provide additional landscaping detail*
Ginkgo trees and dense yews are proposed along the Dix Highway right-of-way. The dense yews will have a height of 2 feet when planted, and a mature height of 3-4 feet. Clear vision areas have been added to Sheet C7 for clarification.
- *Applicant to comply with all soil erosion control measures and permits as issued by Wayne County.*
Noted.
- *Additional screening detail adjacent to the residential district needs to be provided.*
Additional details regarding the screening wall adjacent to the residential area have been added to Sheet C7.
- *Applicant to work with City Engineer to review storm water system to determine the appropriate permitting process.*
Noted.
- *Additional lighting detail needs to be provided*
Additional lighting details have been provided on Sheets C9 and C10.
- *Lighting performance standards requirements are not met*
The Photometric Plan has been revised and can be found on Sheet C8.
- *If possible, estimate sound levels at property edges which abut residential zones*
The Applicant will work on obtaining this information, if possible.
- *Applicant to provide detail about mechanical equipment and associated screening.*

Information regarding the rooftop equipment and proposed screening can be found on Sheet A.201.

- *Applicant shall obtain all appropriate sign permits from the City Building Department.*
A complete sign package and applicant will be put together and submitted separately to the City Building Department for permitting.
- *The pedestrian walkway between the sidewalk and the building should be delineated across the vehicle lane.*
A pedestrian crosswalk has been added, and can be found on Sheet C2.
- *Applicant to provide written procedures for cleaning and waste containment and removal responsibilities.*
Cleaning and trash removal will occur continuously throughout the day as part of staff duties during normal business hours. The Applicant will contract with a private trash removal service to empty the dumpster on site. A copy of the anticipated trash removal schedule can be provided to the City once service has been contracted.
- *Applicant to provide detail regarding outdoor furnishings.*
Details regarding the furniture on the outdoor patio can be found on Sheet A.101.
- *The full Site Plan application is subject to review by the City Attorney.*
Noted.
- *Applicant to secure all other permits and licenses as required*
Noted.

Thank you for your review and continued assistance with this project. Should you have any questions during your processing or review, please do not hesitate to contact me at (734) 483-1427, or via email at cbriere@metroca.net.

Sincerely,
METRO CONSULTING ASSOCIATES, LLC



Candice M. Briere, AICP
Project Coordinator / Land Planner

PROJECT DATA

OWNER/APPLICANT/DEVELOPER

MATAR MANAGEMENT GROUP, INC.
16350 FORT STREET
SOUTHGATE, MICHIGAN 48195
PH: 734.283.7500

CIVIL ENGINEER

METRO CONSULTING ASSOCIATES
CONTACT: DAMON L. GARRETT, PE
45345 FIVE MILE ROAD
PLYMOUTH, MI 48170
PH: 734.217.4495
FX: 734.404.6769

SOIL EROSION

WAYNE COUNTY
SOIL EROSION AND SEDIMENTATION CONTROL
DEPARTMENT
CONTACT: JOHN JONES, PROGRAM MANAGER
3600 COMMERCE CT.
BUILDING E
WAYNE, MI 48184
PH: 734.326.3936
EMAIL: JJONES@WAYNECOUNTY.COM

STORM WATER

**MANAGEMENT/SANITARY
SEWER/WATER CITY OF LINCOLN
PARK, DPW:**

CITY OF LINCOLN PARK
CONTACT: JOHN KOZUH
500 SOUTHFIELD
LINCOLN PARK, MI 48146
PH: 313.386.900
EMAIL: JKOZUH@CITYLP.COM

ZONING/PLANNING

BECKETT & RAEDER, INC.
CONTACT: LEAH DUMOUCHEL
535 WEST WILLIAM ST.
SUITE 101
ANN ARBOR, MI 48103
PH: 734.663.2622
EMAIL: LDUMOUCHEL@BRIA2.COM

RIGHT-OF-WAY

MICHIGAN DEPARTMENT OF TRANSPORTATION
TAYLOR TSC
CONTACT: ANDREA JONES/
RACHEL LADERACH
6510 TELEGRAPH
TAYLOR, MI 48180-3923
PH: 313.375.2402/313.375.2426

**INSPECTION (BUILDING &
ENFORCEMENT)**

CITY OF LINCOLN PARK
CONTACT: JOHN MEYERS, BUILDING OFFICIAL
1355 SOUTHFIELD
LINCOLN PARK, MICHIGAN 48146
PH: 313.386.1800
EMAIL: JMEYERS@CITYLP.COM

FOOD SERVICE

WAYNE COUNTY HEALTH DEPARTMENT
HEALTH ADMIN BUILDING
33030 VAN BORN ROAD
WAYNE, MI 48184
PH: 734.727.7000

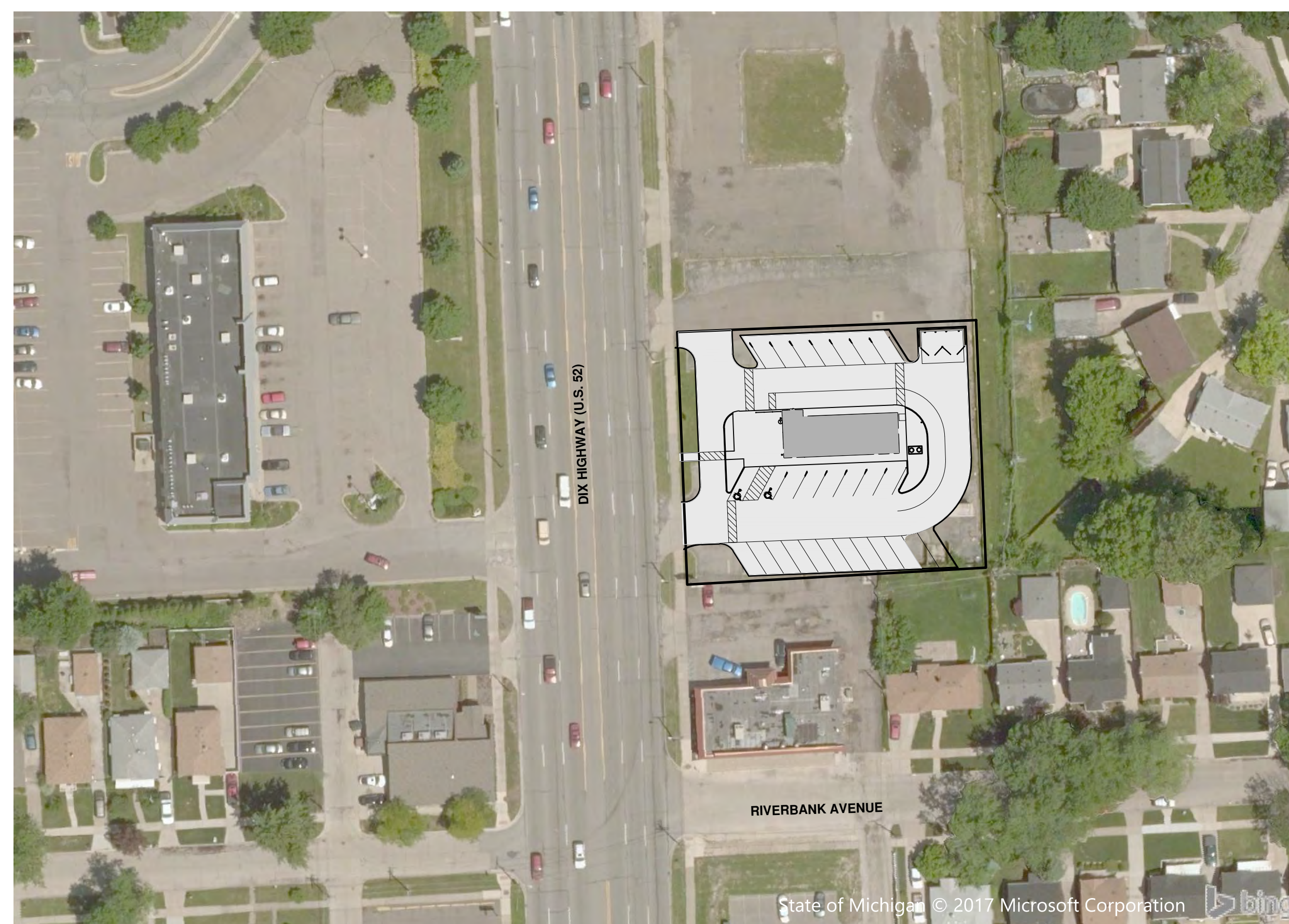
FIRE

CITY OF LINCOLN PARK FIRE DEPARTMENT
CONTACT: STEVE MARTIN, FIRE CHIEF
1355 CLEOPHUS
LINCOLN PARK, MICHIGAN 48146
PH: 313.38.1100 EXT. 2515

SITE PLAN FOR



LOCATION MAP
NOT TO SCALE



VICINITY MAP
NOT TO SCALE

**CITY OF LINCOLN PARK
WAYNE COUNTY, MICHIGAN
3745 DIX HIGHWAY**

LEGAL DESCRIPTION

(PER FIRST AMERICAN TITLE INSURANCE COMPANY, COMMITMENT FILE NO. 780354, WITH AN EFFECTIVE DATE OF MARCH 31, 2017 AT 8:00 AM)
THE LAND REFERRED TO IN THIS COMMITMENT, SITUATED IN THE COUNTY OF WAYNE, CITY OF LINCOLN PARK, STATE OF MICHIGAN, IS DESCRIBED AS FOLLOWS:
LOTS 439 THROUGH 445, INCLUSIVE, AND VACANT ALLEY 11 FEET WIDE ADJACENT TO THE WEST 95.83 FEET TO LOT 445; ALSO THE NORTH 11 FEET OF THE VACANT ALLEY ADJACENT TO THE EAST 84.20 FEET OF LOT 445, HOMESTEAD VILLA SUB. NO. 2 OF PART OF PRIVATE CLAIM 113, ACCORDING TO THE RECORDED PLAT THEREOF, AS RECORDED IN LIBER 72 OF PLATS, PAGES 38 AND 39, INCLUSIVE, WAYNE COUNTY RECORDS.

PROJECT NARRATIVE

THE DEVELOPER RESPECTFULLY REQUESTS SPECIAL LAND USE AND SITE PLAN APPROVAL TO REDEVELOP A 0.63-ACRE PARCEL LOCATED ON THE EAST SIDE OF DIX HIGHWAY BETWEEN RIVERBANK STREET AND EMMONS BOULEVARD FOR THE PURPOSE OF CONSTRUCTING A SONIC DRIVE-IN RESTAURANT. THE TAX IDENTIFICATION NUMBER FOR THIS PARCEL IS 45-017-08-0437-00. THE SITE IS CURRENTLY ZONED MBD: MUNICIPAL BUSINESS DISTRICT. THE ADJACENT PARCEL TO THE NORTH IS ALSO ZONED MBD, THE PARCELS TO THE SOUTH ARE ZONED MBD AND SFRD: SINGLE FAMILY RESIDENTIAL DISTRICT, THE PARCELS TO THE WEST ARE ZONED RBD: REGIONAL BUSINESS DISTRICT, AND THE PARCELS TO THE EAST ARE ZONED SFRD. THE SITE IS CURRENTLY VACANT.

SONIC DRIVE-IN IS A FAST FOOD RESTAURANT WITH A THROW-BACK APPEAL. ALL CUSTOMERS ARE SERVED AT EITHER THE DRIVE-UP MENU BOARDS, THE STANDARD DRIVE-THRU WINDOW, OR THE WALK-UP SERVICE WINDOW. NO INTERIOR CUSTOMER SEATING IS PROVIDED. OUTDOOR PATIO SEATING IS PROVIDED FOR 20 PEOPLE, WEATHER PERMITTING. FOOD IS DELIVERED TO CUSTOMERS AT THE DRIVE-UP MENU BOARDS BY EMPLOYEES ON ROLLER SKATES.

THE PROPOSED RESTAURANT WILL BE APPROXIMATELY 1,690 SQUARE FEET AND WILL EMPLOY 8 PEOPLE PER SHIFT. NO INTERIOR FLOOR AREA IS PROVIDED FOR CUSTOMER USE OR SEATING. THE ENTIRE BUILDING IS USED FOR FOOD PREPARATION, STORAGE, BATHROOMS, AND AN EMPLOYER OFFICE. THE HOURS OF OPERATION WILL BE FROM 6:00 AM TO 12:00AM, SUNDAY THROUGH THURSDAY, AND 24 HOURS ON FRIDAY AND SATURDAY. DELIVERIES WILL TYPICALLY BE MADE TWICE A WEEK DURING PREP HOURS BEFORE THE RESTAURANT IS OPEN TO CUSTOMERS. THE PROPOSED PROJECT WILL BE DESIGNED AND CONSTRUCTED IN ONE PHASE.

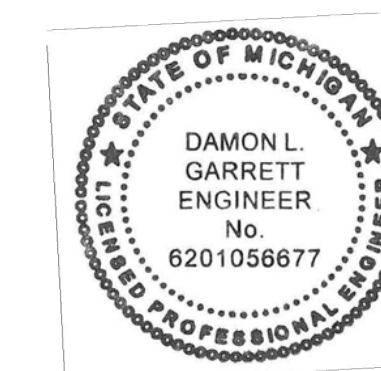
THE SITE IS SERVED BY EXISTING PUBLIC AND FRANCHISE UTILITIES. WATER SERVICE WILL BE PROVIDED VIA AN EXISTING WATER MAIN WITHIN THE DIX HIGHWAY RIGHT-OF-WAY. SANITARY SEWER WILL BE PROVIDED BY AN EXISTING SEWER IN THE PUBLIC ALLEY EAST OF THE PROPERTY. STORM SEWER WILL OUTLET TO AN EXISTING CITY OF LINCOLN PARK STORM SEWER SYSTEM.

ACCESS TO THE SITE WILL BE PROVIDED VIA TWO EXISTING CURB CUTS ONTO DIX HIGHWAY. THE NORTHERNMOST CURB CUT WILL PROVIDE SHARED ACCESS FOR THE PROPOSED DEVELOPMENT AS WELL AS THE PARCEL TO THE NORTH. MODIFICATIONS TO THE EXISTING CURB CUTS ARE NOT ANTICIPATED OUTSIDE OF REPLACEMENT OF THE EXISTING CURB AND PAVEMENT. ALL WORK WITHIN THE DIX HIGHWAY RIGHT-OF-WAY WILL BE IN ACCORDANCE WITH CURRENT MDOT STANDARDS AND REQUIREMENTS.

ALL WORK TO BE PERFORMED SHALL COMPLY WITH ALL CURRENT MUNICIPAL CODES AND ORDINANCES. UNLESS OTHERWISE NOTED, ALL ITEMS ARE TO BE CONSTRUCTED BY THE GENERAL CONTRACTOR, THEIR SUBCONTRACTORS, AND/OR AGENTS.

SHEET INDEX

- C1 COVER SHEET
- C2 LAYOUT PLAN
- C3 EXISTING CONDITIONS PLAN
- C4 DEMOLITION PLAN
- C5 GRADING AND UTILITY PLAN
- C6 SOIL EROSION CONTROL PLAN
- C7 LANDSCAPE PLAN
- C8 PHOTOMETRIC PLAN
- C9 PHOTOMETRIC DETAILS 1 OF 2
- C10 PHOTOMETRIC DETAILS 2 OF 2
- A.101 PROPOSED FLOOR PLAN AND SIGNAGE
- A.201 PROPOSED EXTERIOR ELEVATIONS



Damon L. Garrett 7/10/17

PRELIMINARY PROJECT SCHEDULE

FALL 2017: ALL APPROVALS/PERMITS IN HAND
FALL 2017: PROJECT START
FALL 2017: TEMPORARY EROSION CONTROL MEASURES INSTALLED
FALL 2017: DEMOLITION, GRADING, AND UTILITY INSTALLATION
WINTER 2017: BUILDING CONSTRUCTION
SPRING 2018: PAVING AND LANDSCAPING INSTALLATION
SPRING 2018: FINAL INSPECTIONS
SPRING 2018: REMOVAL OF TEMPORARY EROSION CONTROL MEASURES
SPRING 2018: PROJECT COMPLETION AND GRAND OPENING



Know what's below.
Call before you dig.

NO	DATE	REVISIONS
1	08/28/17	REVISIONS PER CITY REVIEW

METRO CONSULTING ASSOCIATES
Relationships | Reputation | Results
800.525.6016 www.metroca.net

SONIC CORPORATION
300 JOHNNY BENCH DRIVE
OKLAHOMA CITY, OK 73104
OFFICES: 405-225-5000
CORPORATE 1988-2017 METROCA, INC. & DBP

MATAR MANAGEMENT GROUP, INC.
16350 FORT STREET, SOUTHGATE, MI 48195
CONTACT: JOHN MATAR 734.283.7500

SONIC DRIVE-IN
ADDRESS: 3745 DIX HIGHWAY
CITY OF LINCOLN PARK, MICHIGAN

SONIC TYPE: 12X
SONIC TYPE: CITY OF LINCOLN PARK, MICHIGAN

SHEET
C1
DWC:8200-COV
DATE: 07/10/2017

K:\2017\1051 JOB FOODS\1051-17-8200\Drawings\Plan_Site\Site Plan\8200-Cov.dwg, 8/8/2017 2:41 PM, fweemondski



Know what's below. Call before you dig.

REVISIONS

NO	DATE	REVISIONS PER CITY REVIEW
1	08/28/17	

METRO CONSULTING ASSOCIATES



SONIC CORPORATION
300 JOHNNY BENCH DRIVE
OKLAHOMA CITY, OK 73104
OFFICES: 405-225-5000
COPYRIGHT 1988-2017 METRO CONSULTING ASSOCIATES

MATAR MANAGEMENT GROUP, INC.
16530 FORT STREET, SOUTHGATE, MI 48195
CONTACT: JOHN MATAR 734.283.7500

SONIC TYPE: 12X

SONIC DRIVE-IN CITY OF LINCOLN PARK, MICHIGAN

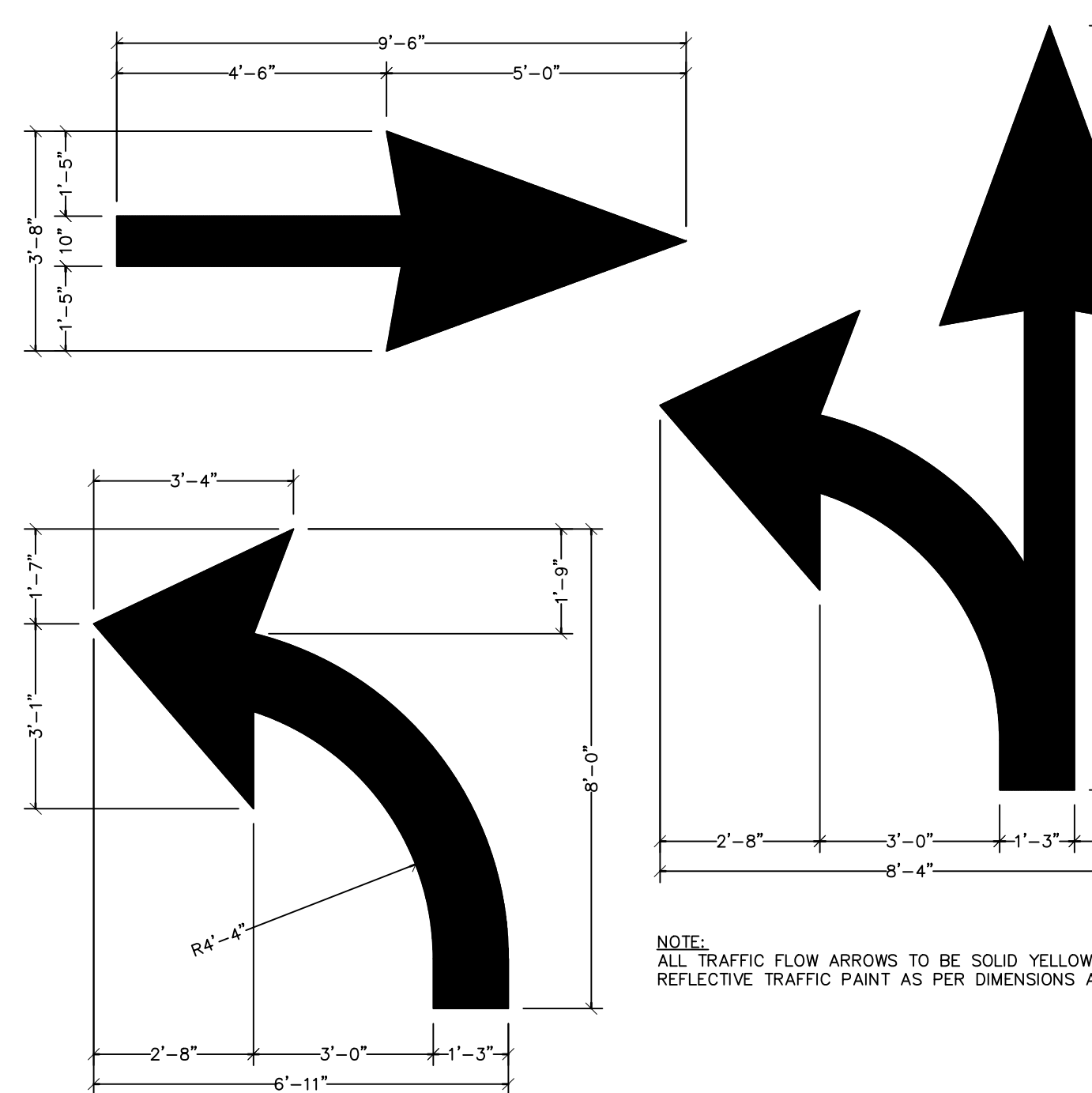
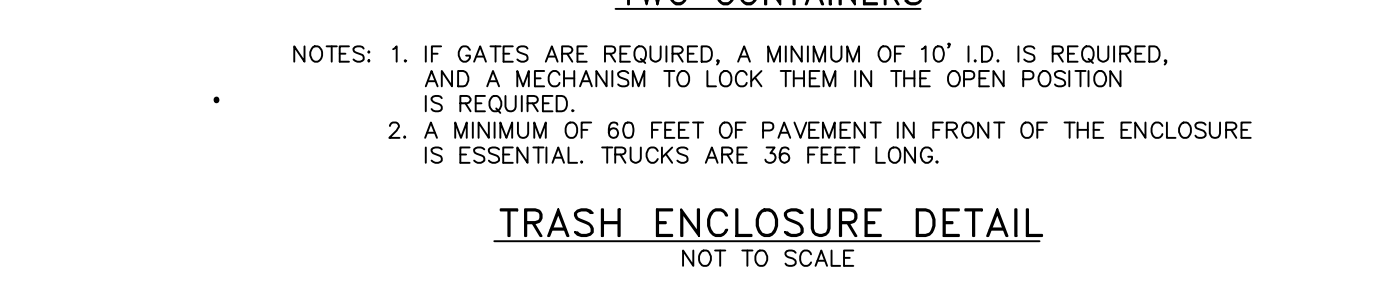
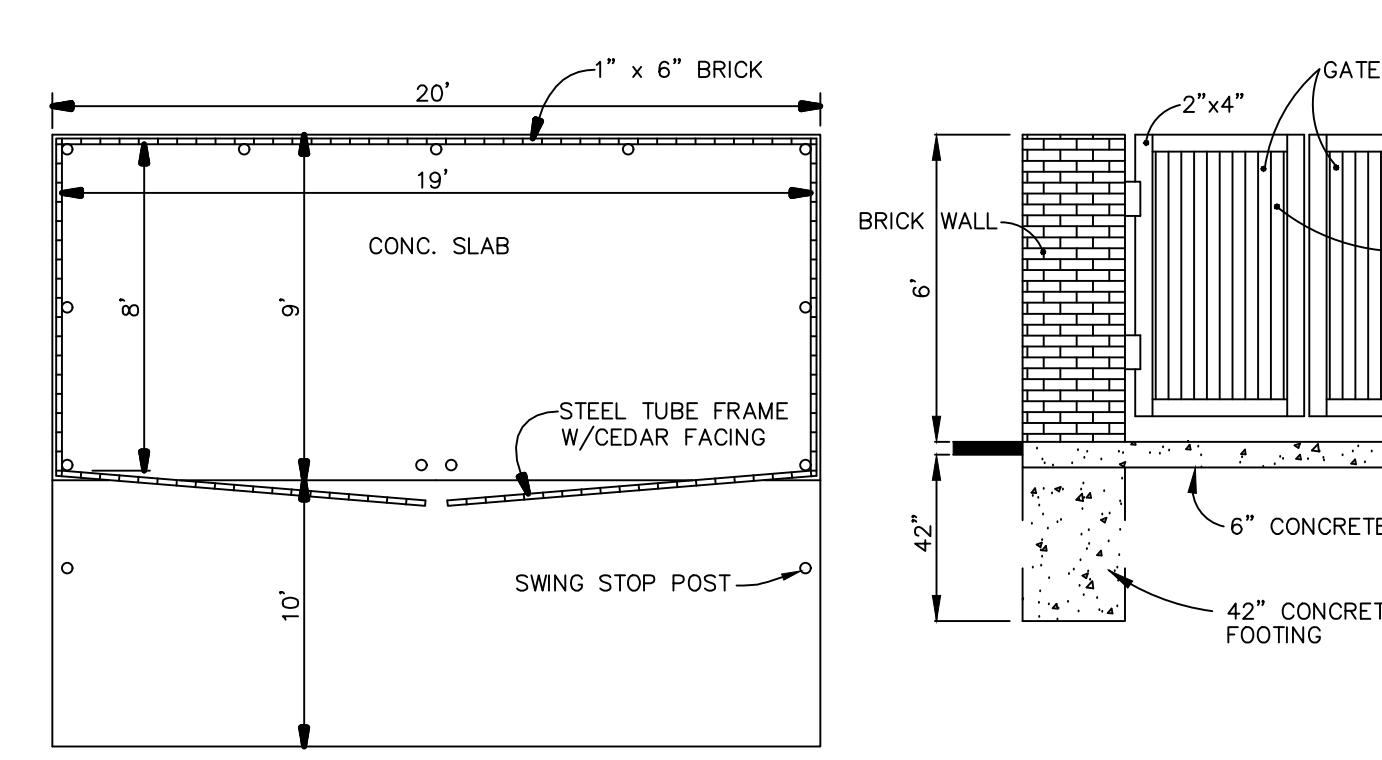
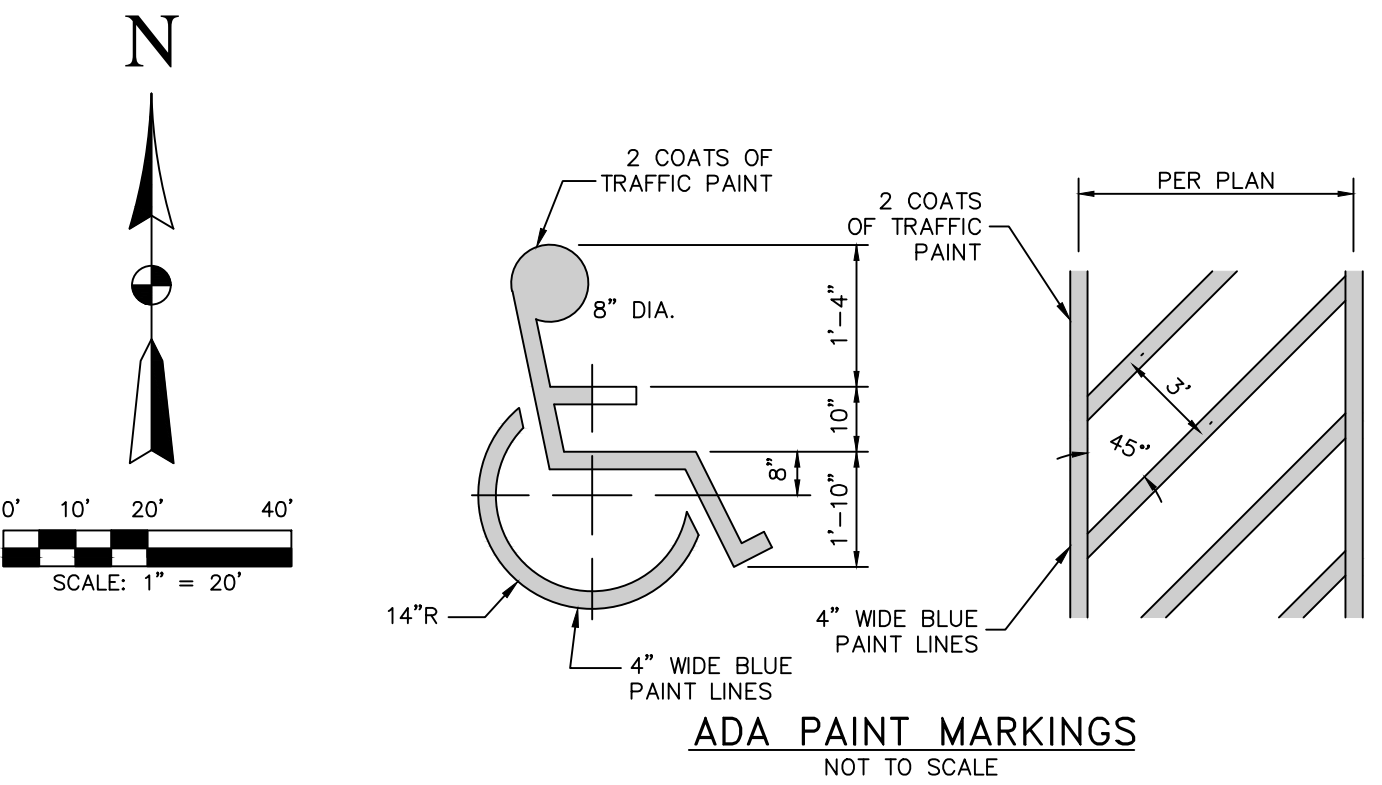
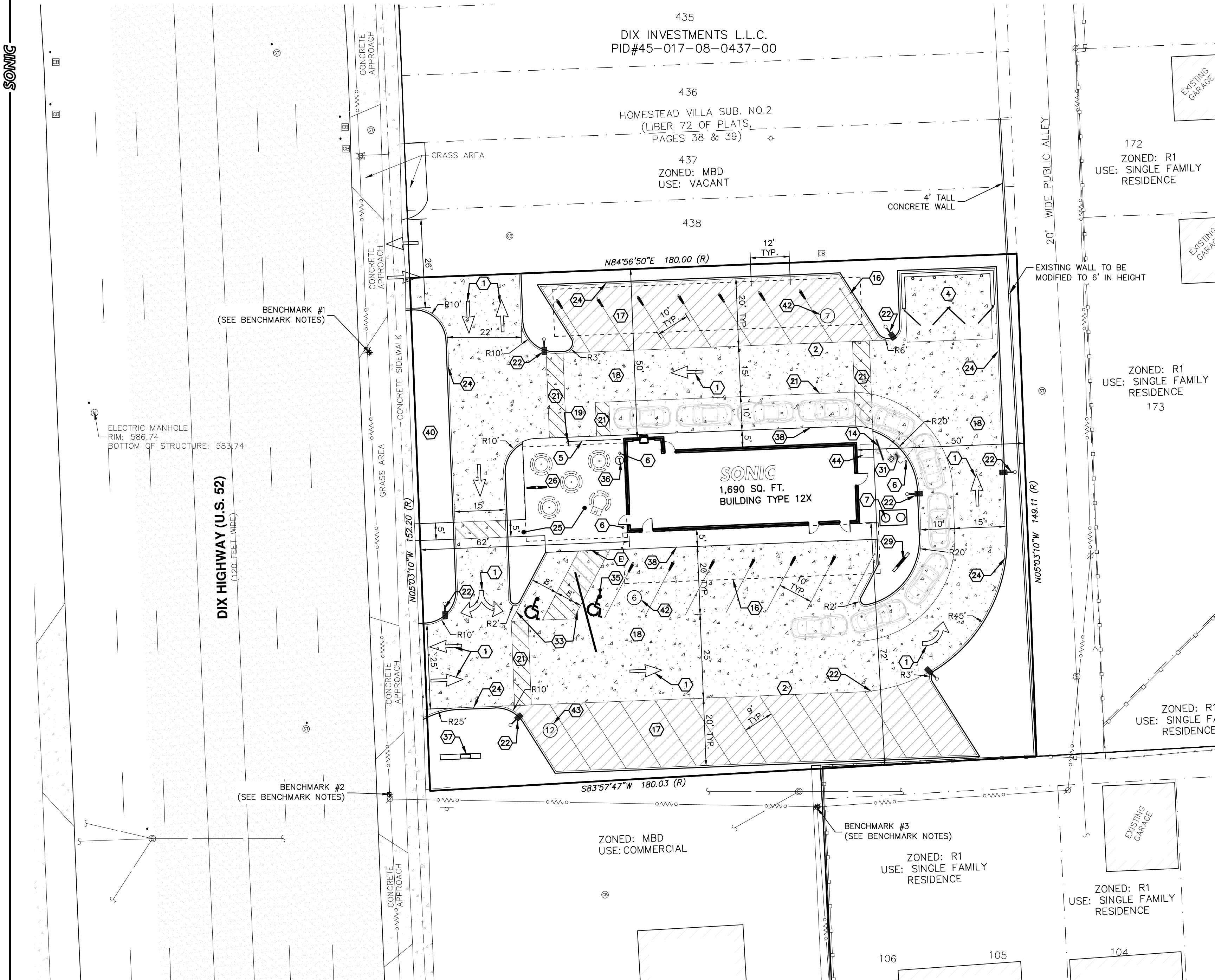
ADDRESS: 3745 DIX HIGHWAY

SHEET

DWG: 8200-LAY

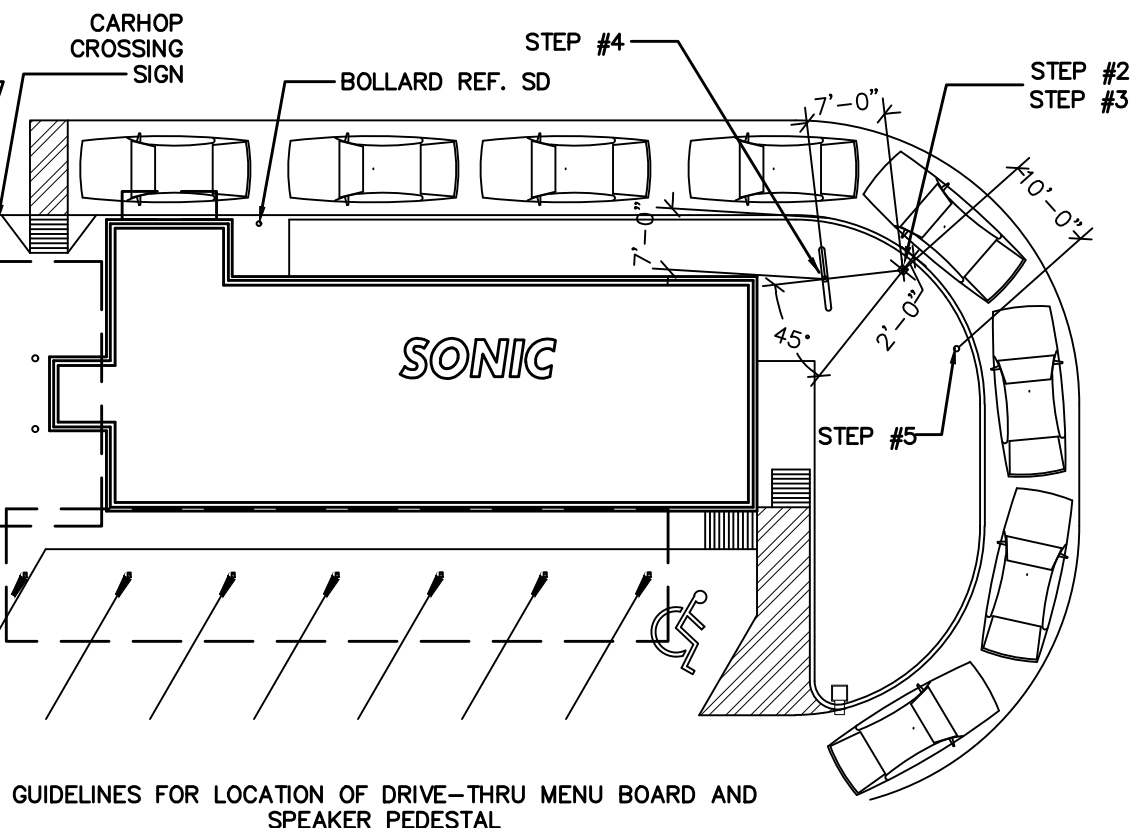
DATE: 07/10/2017

LAYOUT PLAN



16 TRAFFIC FLOW ARROW

- GENERAL NOTES:**
- REFER TO ARCHITECTURAL PLANS FOR COORDINATION OF BUILDING, APPURTENANCES, DIMENSIONS, AND UTILITY ENTRANCE LOCATIONS.
 - THE CONTRACTOR SHALL VERIFY EXACT LOCATIONS OF SITE SIGNS WITH OWNER.
 - THE HOURS OF OPERATION WILL BE FROM 6:00 AM TO 12:00AM, SUNDAY THROUGH THURSDAY, AND 24 HOURS ON FRIDAY AND SATURDAY.
 - DELIVERIES WILL TYPICALLY OCCUR TWICE A WEEK DURING PREP HOURS, BEFORE THE RESTAURANT IS OPEN TO CUSTOMERS. LOADING/UNLOADING FOR DELIVERY VEHICLES WILL OCCUR ON THE SOUTH SIDE OF THE BUILDING NEAR THE EMPLOYEE/CUSTOMER PARKING AREA.
 - LOCATIONS OF Pylon / Monument Signs and Enter / Exit Signs are NOT EXACT. THE CONTRACTOR SHALL VERIFY EXACT LOCATIONS WITH OWNER / CONSTRUCTION MANAGER.
 - THE CONTRACTOR SHALL NOT DISTURB ANY ADJACENT PROPERTIES.
 - PROPOSED ONSITE AREA APPROXIMATELY 0.62 ACRES (27,118 S.F.)
 - REFER TO ARCHITECTURAL PLANS FOR COORDINATION OF BUILDING, APPURTENANCES, DIMENSIONS AND UTILITY ENTRANCE LOCATIONS.



DRIVE THRU LANE EXPANDED VIEW NOT TO SCALE

SCHEDULE OF REGULATIONS

LAND USE INFORMATION	
ZONING:	MBD: MUNICIPAL BUSINESS DISTRICT
EXISTING USE:	VACANT
PROPOSED USE:	DRIVE-IN/DRIVE-THRU RESTAURANT
REQUIRED LOT SIZE:	4,000 SF MINIMUM
PROPOSED LOT SIZE:	27,118 SF (0.62 AC)
REQUIRED LOT WIDTH:	40 FT. MINIMUM
PROPOSED LOT WIDTH:	152 FT.
REQUIRED BLDG HEIGHT:	35' / 2 STORIES MAXIMUM
PROPOSED BLDG HEIGHT:	23'-4" (1 STORY)
REQUIRED FLOOR AREA:	N/A
GROSS FLOOR AREA:	1,690 SF
CUSTOMER AREA:	0 SF
EMPLOYEE AREA:	1,690 SF
REQUIRED LOT COVERAGE:	50% MAXIMUM
PROPOSED LOT COVERAGE:	6%

SETBACK INFORMATION	
FRONT:	REQUIRED: 0' PROVIDED: 61.5'
SIDE:	REQUIRED: 0' PROVIDED: 49' NORTH; 72' SOUTH
REAR:	REQUIRED: 0' PROVIDED: 49'

PAVING TYPE LEGEND

	6" CONCRETE
	8" CONCRETE

SEE GRADING PLAN FOR PAVEMENT CROSS-SECTION DETAILS

PARKING SUMMARY

	PARKING REQUIRED	PARKING PROVIDED
CUSTOMER DRIVE-IN CANOPY:	13	14
EMPLOYEE/CUSTOMER PARKING:	12	12 (+2 ADA)
ACCESSIBLE PARKING:	2	13
TOTAL ON-SITE PARKING:	27	13
DRIVE-THRU RESTAURANTS:	1 PER 2 SEATS, PLUS 1 PER 15 SF OF USABLE CUSTOMER AREA, PLUS 1 PER 2 EMPLOYEES	14
DRIVE-IN CANOPY PARKING:	1 PER OUTSIDE CUSTOMER AUTOMOBILE SERVICE STALL	13
ACCESSIBLE PARKING:	1 SPACE FOR TOTAL BETWEEN 26 AND 50 SPACES	2
DRIVE-THRU STACKING:	10 PER DRIVE-THRU WINDOW	10

- NOTES:**
- THIS PLAN IS GENERIC. REF. CIVIL DRAWING FOR EXACT BUILDING / DRIVE-THRU LAYOUT.
 - MARK ON THE CURB A POINT EVEN WITH THE DRIVER'S WINDOW ON THE FIFTH CAR IN THE DRIVE-THRU LANE (APPROXIMATELY 90' OF CURB LENGTH FROM THE FRONT OF THE DRIVE-THRU LANE).
 - ON A LINE PERPENDICULAR TO THE CURB, MARK A POINT 2'-0" BEHIND THE FACE OF THE CURB. THIS WILL BE THE CENTER POINT OF THE SPEAKER PEDESTAL.
 - DRAW A SECOND LINE AT A 45-DEGREE ANGLE TO THE FIRST LINE. MARK A POINT 7'-0" FROM THE CENTER OF THE SPEAKER PEDESTAL. THIS SECOND POINT WILL BE THE CENTER POINT OF THE DRIVE-THRU MENU BOARD.
 - LOCATE VEHICLE HEIGHT DETECTOR WITHIN 10' OF CENTER OF POINT OF SPEAKER POST.

SIGN SCHEDULE

ITEM	QTY.	REFERENCE	SIGN TYPE
1	1	SIGN PLAN	ENTER SIGN (SEE DETAIL)
1	1	SIGN PLAN	EXIT SIGN (SEE DETAIL)
2	2	SIGN PLAN	"HANDICAPPED PARKING" SIGN R7-8
1	1	SIGN PLAN	"STOP" SIGN R1-1
1	1	SIGN PLAN	"WRONG WAY" SIGN R5-1a
2	2	SIGN PLAN	"DO NOT ENTER" SIGN R5-1
1	1	SIGN PLAN	"NO LEFT TURN" SIGN R3-2
1	1	SIGN PLAN	"KEEP RIGHT" SIGN R4-7a
1	1	SIGN PLAN	"NO RIGHT TURN" SIGN R3-1

LEGEND

	EXISTING ELEVATIONS		QUY WIRE
	EXISTING CONTOURS		CABLE PEDESTAL
	EX. WATER MAIN		LIGHT POLE
	EX. STORM SEWER		POST
	EX. SANITARY SEWER		TELEPHONE PEDESTAL
	EX. GAS		ELECTRIC METER
	PROPERTY LINE		CATCH BASIN
	SETBACK LINE		GAS VALVE
	SECTION LINE		WATER VALVE
	EX. CURB/PAVEMENT		WELL
	EX. UNDERGROUND ELECTRIC		HYDRANT
	EX. OVERHEAD ELECTRIC		END SECTION
	EX. OVERHEAD TELEPHONE		SIGN
	EX. WOOD LINE		UTILITY POLE
	EX. WATER MANHOLE		LIGHT POLE
	EX. STORM MANHOLE		FOUND IRON PIPE
	EX. SANITARY MANHOLE		FOUND MAG NAIL
	EX. FLOW ARROW		ADA RAMP

BENCHMARK

BM1: SET BENCH THE SOUTH SIDE OF UTILITY POLE
ELEV.=587.12 (NAVD88 DATUM)

BM2: SET BENCH THE WEST SIDE OF LIGHT POLE
ELEV.=587.56 (NAVD88 DATUM)

BM3: SET BENCH THE WEST SIDE OF UTILITY POLE
ELEV.=588.27 (NAVD88 DATUM)

SURVEY PROVIDED BY: METRO CONSULTING ASSOCIATES JUNE 8, 2017
45345 FIVE MILE RD. PLYMOUTH MI. 48170 (800) 252-6016

FLOOD STATEMENT:
THIS PROPERTY IS NOT SHOWN TO BE LOCATED WITHIN THE LIMITS OF A DESIGNATED FLOOD HAZARD AREA PER FEMA FLOOD INSURANCE RATE MAP NO. 26163C000E WITH AN EFFECTIVE DATE OF FEBRUARY 2, 2012. THIS PROPERTY LIES IN ZONE "X"; AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOODPLAIN.

THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE APPROXIMATE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE A RESULT OF THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

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SONIC CORPORATION
 300 JOHNNY BENCH DRIVE
 OKLAHOMA CITY, OK 73104
 OFFICES: 405-225-5000
 COPYRIGHT 1988-2017 METRO CONSULTING ASSOCIATES

MATAMOROS MANAGEMENT GROUP, INC.
 16530 FORT STREET, SOUTHGATE, MI 48195
 CONTACT: JOHN MATAR 734.283.7500

SONIC DRIVE-IN
 CITY OF LINCOLN PARK, MICHIGAN
 ADDRESS: 3745 DIX HIGHWAY

SONIC TYPE: 12X

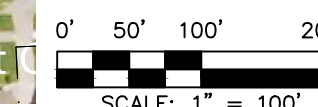
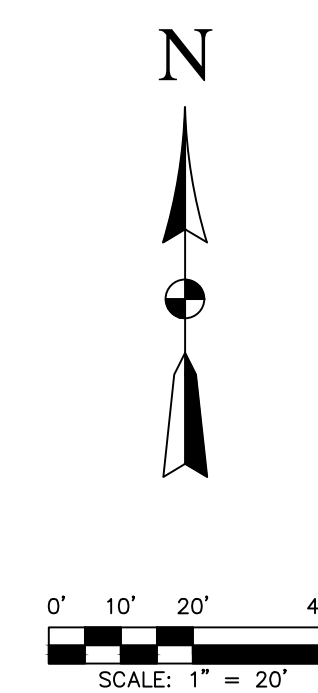
SHEET

C3

DWG: 8200-EC
 DATE: 07/10/2017



FRONTAGE PLAN



LEGAL DESCRIPTION
 (PER FIRST AMERICAN TITLE INSURANCE COMPANY, COMMITMENT FILE NO. 780354, WITH AN EFFECTIVE DATE OF MARCH 31, 2017 AT 8:00 AM)

THE LAND REFERRED TO IN THIS COMMITMENT, SITUATED IN THE COUNTY OF WAYNE, CITY OF LINCOLN PARK, STATE OF MICHIGAN, IS DESCRIBED AS FOLLOWS:

LOTS 439 THROUGH 445, INCLUSIVE, AND VACANT ALLEY 11 FEET WIDE ADJACENT TO THE WEST 95.83 FEET TO LOT 445; ALSO THE NORTH 11 FEET OF THE VACANT ALLEY ADJACENT TO THE EAST 84.20 FEET OF LOT 445, HOMESTEAD VILLA SUB. NO. 2 OF PART OF PRIVATE CLAIM 113, ACCORDING TO THE RECORDED PLAT THEREOF, AS RECORDED IN LIBER 72 OF PLATS, PAGES 38 AND 39, INCLUSIVE, WAYNE COUNTY RECORDS.

SURVEYORS NOTES

THE BEARING BASIS FOR THE SITE IS BASED ON MICHIGAN STATE PLANE COORDINATES, SOUTH ZONE, NAD 83

ELEVATIONS SHOWN HEREON ARE BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88)

BOUNDARY SHOWN PER PROVIDED TITLE COMMITMENT ISSUED BY AMERICAN TITLE INSURANCE COMPANY, COMMITMENT FILE NO. 780354

DATE OF SURVEY: JUNE 08, 2017

UTILITY LOCATIONS SHOWN ARE APPROXIMATE PER FIELD OBSERVATIONS AND ANY PROVIDED UTILITY MAPS

LEGEND

x100.00	EXISTING ELEVATIONS	—	QUY WIRE
---	EXISTING CONTOURS	—	CABLE PEDESTAL
---	EX. WATER MAIN	—	LIGHT POLE
---	EX. STORM SEWER	—	POST
---	EX. SANITARY SEWER	—	TELEPHONE PEDESTAL
---	EX. GAS	—	ELECTRIC METER
---	PROPERTY LINE	—	CATCH BASIN
---	SETBACK LINE	—	GAS VALVE
---	SECTION LINE	—	WATER VALVE
---	EX. CURB/PAVEMENT	—	WELL
---	EX. UNDERGROUND ELECTRIC	—	HYDRANT
---	EX. OVERHEAD ELECTRIC	—	END SECTION
---	EX. OVERHEAD TELEPHONE	—	SIGN
---	EX. WOOD LINE	—	UTILITY POLE
---	EX. WATER MANHOLE	—	LIGHT POLE
---	EX. STORM MANHOLE	—	FOUND IRON PIPE
---	EX. SANITARY MANHOLE	—	FOUND MAG NAIL
---	EX. FLOW ARROW	—	ADA RAMP

BENCHMARK

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 ELEV.=588.27 (NAVD88 DATUM)

SURVEY PROVIDED BY: METRO CONSULTING ASSOCIATES JUNE 8, 2017
 45345 FIVE MILE RD. PLYMOUTH MI. 48170 (800) 252-6016

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REVISIONS

NO DATE

METRO CONSULTING ASSOCIATES



SONIC CORPORATION
300 JOHNNY BENCH DRIVE
OKLAHOMA CITY, OK 73104



SONIC TYPE: 12X
SONIC DRIVE-IN
CITY OF LINCOLN PARK, MICHIGAN

SHEET

C4

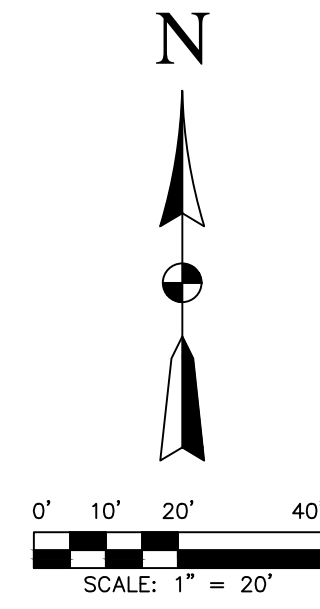
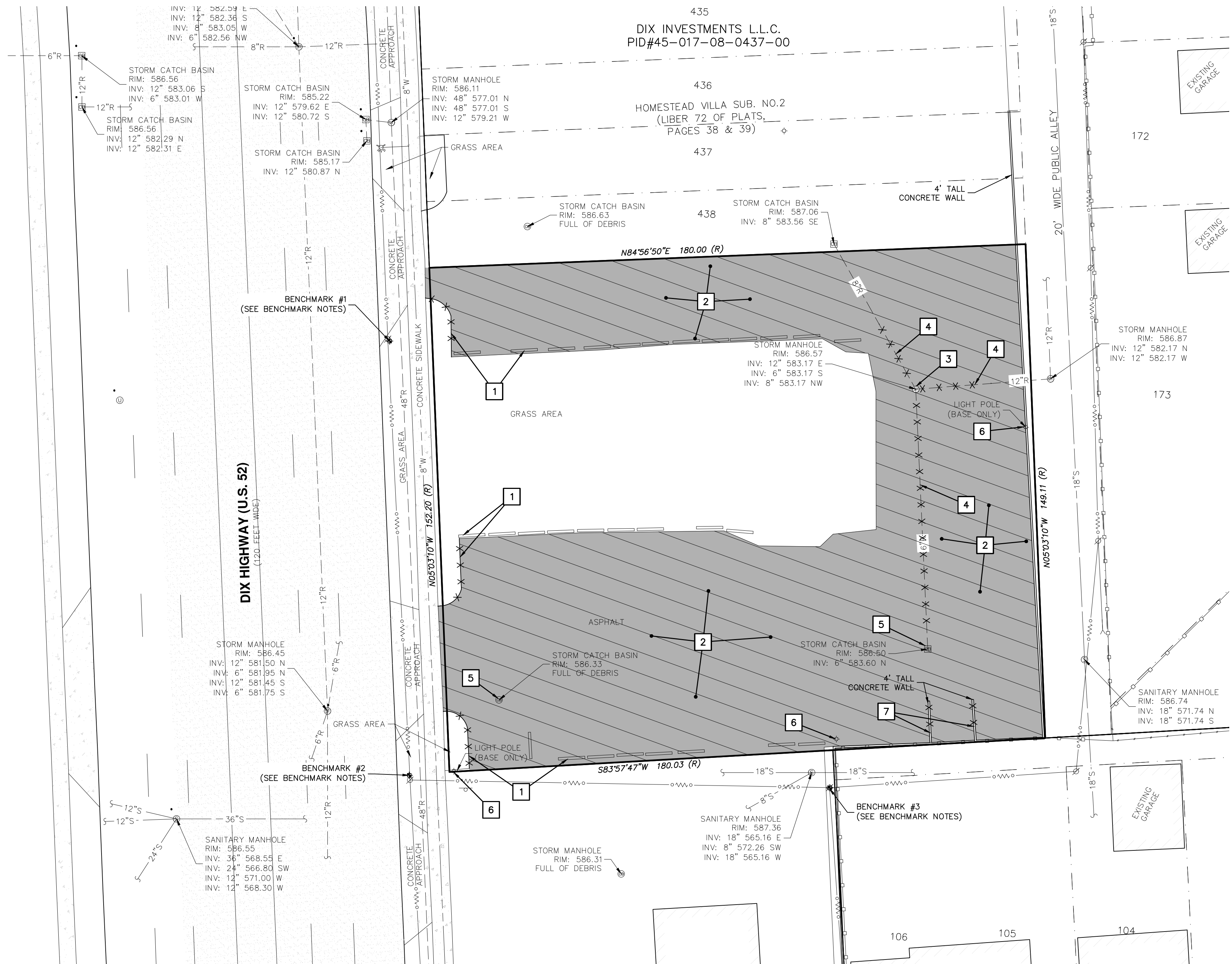
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DATE: 07/10/2017

DEMOLITION PLAN

SONIC

SONIC

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REMOVAL KEY table with 7 rows: 1. CURB AND GUTTER, BUMPER BLOCK REMOVE; 2. PAVEMENT, REMOVE; 3. STORM SEWER MANHOLE, REMOVE; 4. STORM SEWER PIPE, REMOVE; 5. STORM SEWER CATCH BASIN, REMOVE; 6. LIGHT POLE, REMOVE; 7. CONCRETE WALL, REMOVE.

LEGEND table listing symbols for existing elevations, contours, water main, storm sewer, sanitary sewer, gas, property line, section line, curb/pavement, underground electric, overhead electric, overhead telephone, wood line, water manhole, storm manhole, sanitary manhole, flow arrow, guy wire, cable pedestal, light pole, telephone pedestal, electric meter, catch basin, gas valve, water valve, well, hydrant, end section, sign, utility pole, light pole, found iron pipe, found mag nail, ADA ramp.

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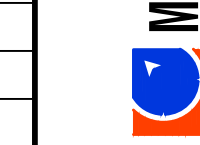
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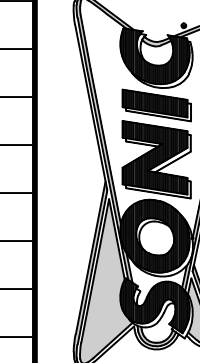
1 08/28/17

REVISIONS PER CITY REVIEW

METRO CONSULTING ASSOCIATES



SONIC CORPORATION 300 JOHNNY BENCH DRIVE OKLAHOMA CITY, OK 73104



MATAR MANAGEMENT GROUP, INC. 16530 FORT STREET, SOUTHGATE, MI 48195

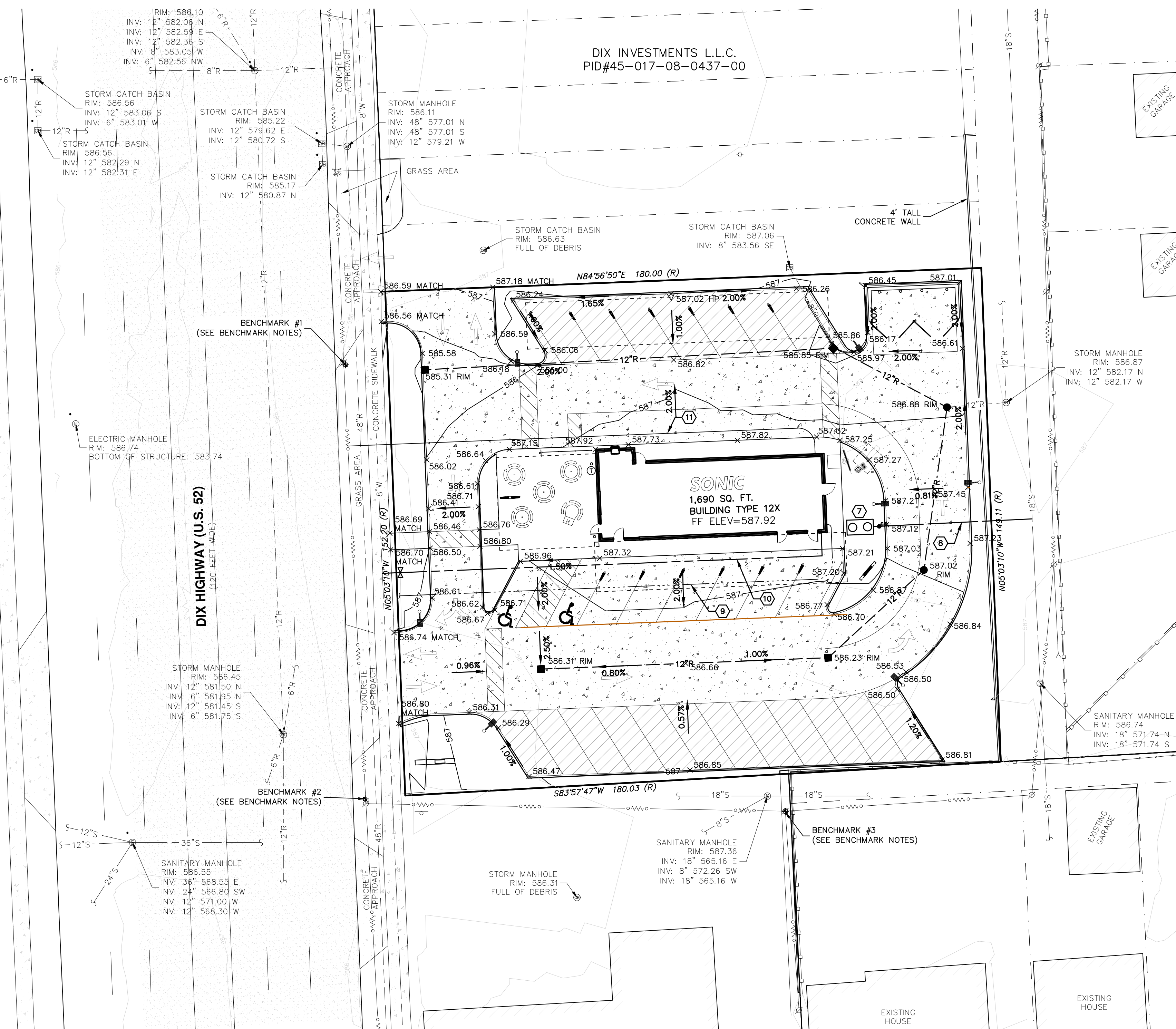
SONIC DRIVE-IN CITY OF LINCOLN PARK, MICHIGAN ADDRESS: 3745 DIX HIGHWAY

SHEET

C5

DWG: 8200-GRAD DATE: 07/10/2017

GRADING AND UTILITY PLAN



GRADING NOTES:

- 1. FINISH FLOOR ELEVATION SHALL BE 1 INCH ABOVE SURROUNDING WALK TO PREVENT WATER FROM ENTERING THE BUILDING.
2. ALL SIDEWALKS TO SLOPE 2% AWAY FROM BUILDING.
3. MAXIMUM SLOPE IN GREENBELT AREAS NOT TO EXCEED 3:1.
4. ALL GRADING IN ADA AREAS AND RAMP SHALL MEET CURRENT REQUIREMENTS.
5. MAXIMUM GRADE ON ALL CUSTOMER STALL AREAS IS 2%.
6. MAXIMUM GRADE ON PATIO AREA IS 2%.
7. ALL GRADES AS SHOWN REPRESENT TOP OF PAVEMENT (NOT TOP OF CURB) OR GROUND ELEVATIONS UNLESS OTHERWISE NOTED AS FOLLOWS: (TO) = TOP OF CONCRETE CURB; (TW) = TOP OF WALL; (BW) = CENTER TOE OF WALL; (SW) BOTTOM OF SWALE; (RM) = TOP OF STRUCTURE RIM ELEVATION; (EX) = MATCH EXISTING GRADE.
8. DRAINAGE ARROW SLOPES APPROXIMATE AS SHOWN.
9. EXISTING GRADE MATCH ELEVATIONS ARE BASED ON THE CURRENT TOPOGRAPHIC SURVEY. ELEVATIONS MAY BE APPROXIMATE AS SHOWN.
10. BUILDING PAD SUBGRADE SHALL BE ENGINEERED AND COMPACTED TO 98% MAXIMUM DENSITY PER ASTM D 1557 WITHIN 10" BELOW FINISH FLOOR ELEVATION.

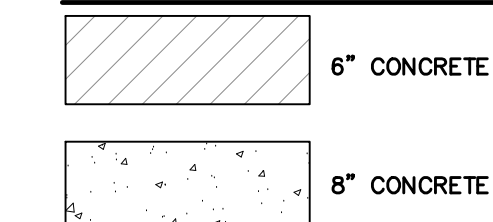
ESTIMATED UTILITY DEMANDS:

WATER: 600 GPD AVERAGE MAXIMUM DAILY USE (1,500 GPD W/ IRRIGATION)
SANITARY: 500 GPD AVERAGE MAXIMUM DAILY USE
ELECTRIC: 3-PHASE, 4-WIRE, 120/208V, 600 AMP SERVICE (TO BE VERIFIED BY ARCHITECT/MEP)
GAS: 850,000 TO 1,300,000 BTU

UTILITY NOTES:

- 1. SITE WILL BE SERVICED BY PUBLIC UTILITIES.
2. NO CONNECTION RECEIVING STORM WATER, SURFACE WATER OR GROUND WATER SHALL BE MADE TO THE SANITARY SEWER.
3. NO FOOTING DRAINS SHALL BE CONNECTED TO THE BUILDING SEWER.
4. ALL WATER AND SANITARY CONSTRUCTION PROCEDURES AND MATERIALS SHALL BE IN ACCORDANCE WITH CITY STANDARDS.
5. FRANCHISE UTILITIES (ELECTRIC/PHONE/GAS) SHOWN IN SCHEMATIC FOR REPRESENTATIONAL PURPOSES ONLY. CONTRACTOR SHALL COORDINATE WITH APPROPRIATE UTILITY COMPANY.
6. WATER MAIN SHALL BE INSTALLED A MINIMUM OF 5' BELOW GRADE.
7. CONNECTION TO THE EXISTING SANITARY STUB WILL REQUIRE A CONNECTION PERMIT FROM THE ENGINEERING DEPARTMENT.
8. PROPOSED STORM WATER SEWER SHALL BE CONNECTED TO EXISTING ON-SITE STORM SEWER.

PAVING TYPE LEGEND

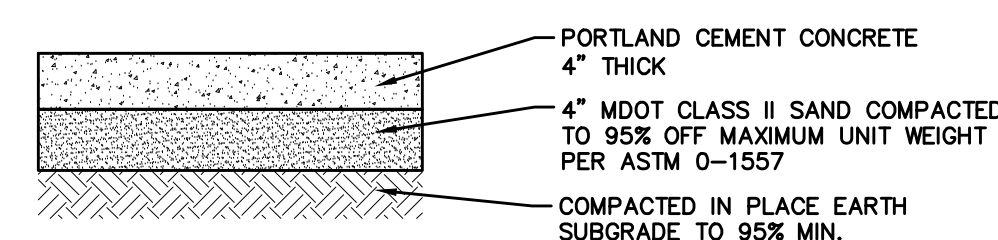


GENERAL PAVING & CURB NOTES:

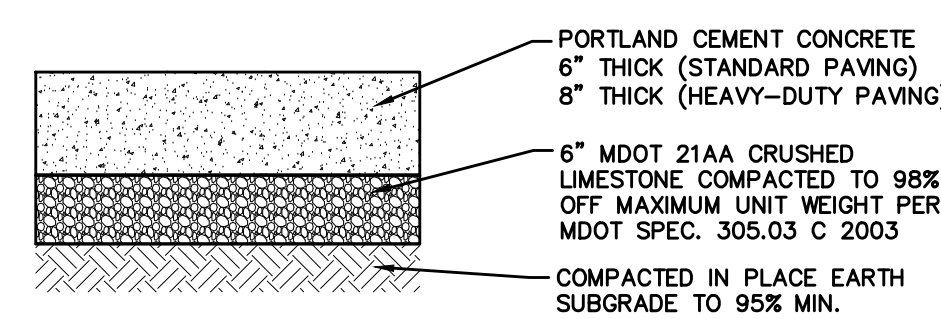
- 1. IN GENERAL, CONCRETE CURB AND PARKING SURFACE SHALL BE POURED TOGETHER AS A MONOLITHIC PAVEMENT.
2. CONCRETE SHALL BE MDOT GRADE P-1 WITH MINIMUM COMPRESSIVE STRENGTH OF 4000 PSI AFTER 28 DAYS, UNLESS OTHERWISE NOTED.
3. CONCRETE CONTROL AND CONSTRUCTION JOINTS SHALL BE PLACED EVERY 12.5 FEET OR AS DIRECTED BY THE GEOTECHNICAL REPORT RECOMMENDATION FOR THE SITE.
4. CONFIRM ALL PAVING CROSS-SECTIONS WITH THE GEOTECHNICAL REPORT PRIOR TO CONSTRUCTION.
5. WHERE PROPOSED PAVEMENT MEETS EXISTING, SAW CUT LINES AND EXPANSION BUTT JOINTS SHALL BE INSTALLED.
6. CONTRACTOR TO PROVIDE DOWELED JOINTS BETWEEN MONOLITHIC CURB AND ANY OTHER CURB. IF CURB IS POURED SEPARATELY, INSTALL DOWEL AND SUPPORT ASSEMBLIES AT JOINTS WHERE INDICATED. LUBRICATE OR ASPHALT COAT ONE-HALF OF DOWEL LENGTH TO PREVENT CONCRETE BONDING TO ONE SIDE OF JOINT.

GRADING CERTIFICATION:

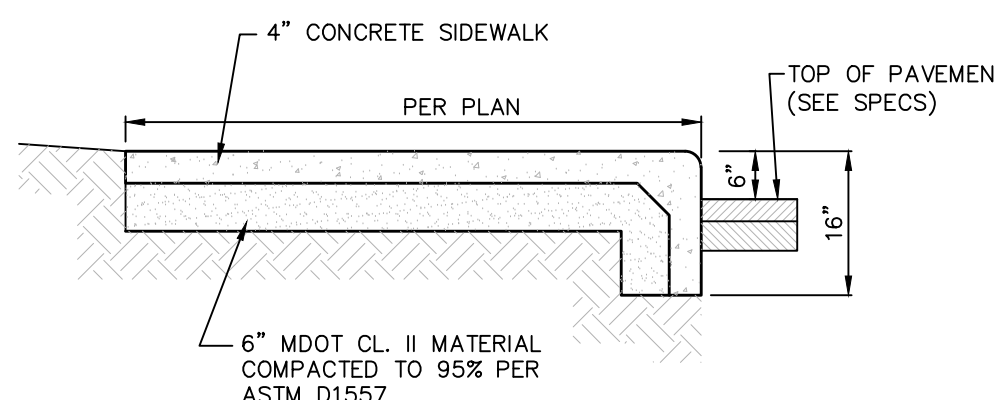
ENGINEER OF RECORD CERTIFIES GRADING OF PROPOSED SITE SHALL NOT CREATE A DRAINAGE PROBLEM ON ANY ADJACENT PARCEL.



SIDEWALK/PATIO CONCRETE PAVEMENT DETAIL NOT TO SCALE



STANDARD/HEAVY-DUTY CONCRETE PAVEMENT STANDARD: USE WITHIN CUSTOMER STALLS AND PARKING AREAS HEAVY-DUTY: USE WITHIN AREAS OF TRAFFIC CIRCULATION AND TRASH ENCLOSURE PAD NOT TO SCALE

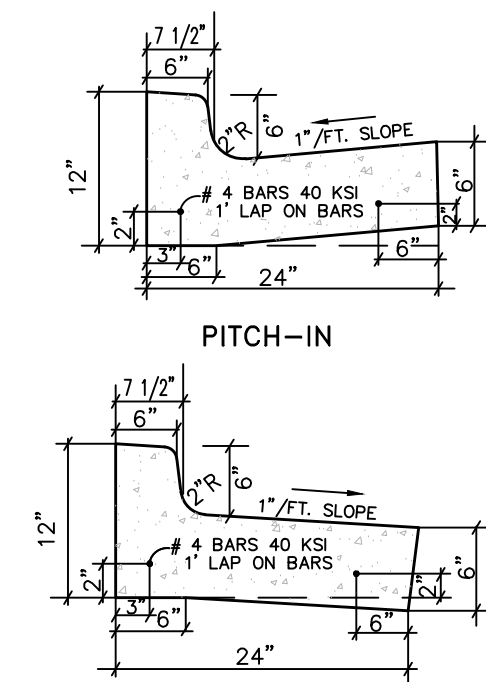


INTEGRAL CURB AND SIDEWALK NOT TO SCALE

NOTES:

- 1. CURB TO BE POURED INTEGRAL WITH DRIVE.
2. BACK OF CURB MAY HAVE SLIGHT BATTER TO ACCOMMODATE CURB MACHINE.
3. BASE AND SUBBASE AGGREGATES TO EXTEND MINIMUM 1'-0" BEHIND BACK OF CURB.
4. UPPER 12" OF SUBGRADE MUST BE A LOW PLASTICITY COHESIVE SOIL W/ MIN. CBR VALUE OF 5, COMPACTED TO APPROX. 95% STD. PROCTOR. THESE ARE MIN. RECOMMENDATIONS, CONFIRM DETAILS WITH GEOTECHNICAL INVESTIGATION.

INTEGRAL CURB DETAIL NOT TO SCALE



CURB DETAIL NOT TO SCALE



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SONIC CORPORATION
 300 JOHNNY BENCH DRIVE
 OKLAHOMA CITY, OK 73104
 OFFICES: 405-225-5000
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MATAR MANAGEMENT GROUP, INC.
 16530 FORT STREET, SOUTHGATE, MI 48195
 CONTACT: JOHN MATAR 734.283.7500

SONIC TYPE: 12X
 SONIC DRIVE-IN
 ADDRESS: 3745 DIX HIGHWAY
 CITY OF LINCOLN PARK, MICHIGAN

SHEET
C6
 DWG: 8200-SESC
 DATE: 07/10/2017

GENERAL SOIL EROSION CONTROL NOTES:

- CONTRACTOR SHALL OBTAIN SOIL EROSION PERMIT PRIOR TO ANY CONSTRUCTION.
- THIS PROJECT SHALL BE CONSTRUCTED IN COMPLIANCE WITH THE SOIL EROSION AND SEDIMENTATION CONTROL ACT, PART 91 OF PUBLIC ACT 451 OF 1994, AS AMENDED.
- ALL GRADING, EROSION, AND SEDIMENT CONTROL AND RELATED WORK UNDERTAKEN ON THIS SITE SHALL BE IN ACCORDANCE WITH LOCAL JURISDICTION.
- THE CONTRACTOR IS REQUIRED TO KEEP A COPY OF THE CERTIFIED PLAN AND PERMIT AT THE CONSTRUCTION SITE.
- ALL SOIL EROSION CONTROL PRACTICES TO BE INSTALLED PRIOR TO ANY MAJOR SOIL DISTURBANCE, OR IN THEIR PROPER SEQUENCE AND MAINTAINED FOR ONE YEAR AFTER COMPLETION OF THE APPROVED PLAN OR UNTIL SUCH MEASURES ARE PERMANENTLY STABILIZED AS DETERMINED BY THE SOIL EROSION OFFICER.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR MATCHING EXISTING FACILITIES TO AVOID ANY ABRUPT OR APPARENT CHANGES IN GRADES OR CROSS SLOPES, LOW SPOTS, OR HAZARDOUS CONDITIONS.
- GRADING AT THE BOUNDARIES SHALL BE DONE SO AS NOT TO OBSTRUCT THE RUNOFF OF STORM WATER FROM ADJACENT PROPERTIES.
- SOD AND HYDROSEEDING SHALL BE DONE IN ACCORDANCE WITH THE LANDSCAPING PLAN. ALL OTHER DISTURBED AREAS SHALL BE TOPSOILED, HYDROSEEDED, FERTILIZED AND MULCHED.
- THIS PLAN ILLUSTRATES THE MINIMUM SESC MEASURES NEEDED TO PREVENT SOILS FROM LEAVING THE SITE AND IS SUBJECT TO CHANGE AS CONDITIONS IN THE FIELD WARRANT.

SOILS NOTE:

EXISTING SOILS ARE:
 UbarB- URBAN LAND-RIVERFRONT COMPLEX, DENSE SUBSTRATUM, 0 TO 4 PERCENT SLOPES
 ZfsucB- ZIEGENFUSS-URBAN LAND-BLOUNT COMPLEX, 0 TO 4 PERCENT SLOPES

DISTURBANCE SUMMARY

EXISTING IMPERVIOUS AREA (AC)	0.44
PROPOSED IMPERVIOUS AREA (AC)	0.48
DISTURBED AREA (SF)	27,366
DISTURBED AREA (ACRES)	0.63

GENERAL DEMOLITION NOTES:

- APPROXIMATELY 585 LF SILT FENCE TO BE INSTALLED AND PLACED AS SHOWN.
- 6 INLET FILTERS (SILT SACKS) TO BE INSTALLED AND PLACED AS SHOWN
- 1 TRACKING SURFACE TO BE INSTALLED AND PLACED AS SHOWN

SESC MEASURES KEY

KEY	DESCRIPTION
SF	INSTALL SILT FENCE (TEMPORARY)
IF	SILT SACKS OR APPROVED EQUAL (TEMPORARY)
MT	INSTALL MUD TRACKING (TEMPORARY)
CW	CONCRETE WASHOUT AREA (TEMPORARY)
SP	SOIL STOCK FILE AREA (TEMPORARY)
AD	AREA OF DISTURBANCE

LEGEND

x100.00	EXISTING ELEVATIONS	QUY WIRE
---	EXISTING CONTOURS	CABLE PEDESTAL
---	EX. WATER MAIN	LIGHT POLE
---	EX. STORM SEWER	POST
---	EX. SANITARY SEWER	TELEPHONE PEDESTAL
---	EX. GAS	ELECTRIC METER
---	PROPERTY LINE	CATCH BASIN
---	SETBACK LINE	GAS VALVE
---	SECTION LINE	WATER VALVE
---	EX. CURB/PAVEMENT	WELL
---	EX. UNDERGROUND ELECTRIC	HYDRANT
---	EX. OVERHEAD ELECTRIC	END SECTION
---	EX. OVERHEAD TELEPHONE	SIGN
---	EX. WOOD LINE	UTILITY POLE
---	EX. WATER MANHOLE	LIGHT POLE
---	EX. STORM MANHOLE	FOUND IRON PIPE
---	EX. SANITARY MANHOLE	FOUND MAG NAIL
---	EX. FLOW ARROW	ADA RAMP

BENCHMARK

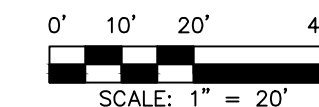
BM1: SET BENCH THE SOUTH SIDE OF UTILITY POLE
 ELEV.=587.12 (NAVD88 DATUM)
 BM2: SET BENCH THE WEST SIDE OF LIGHT POLE
 ELEV.=587.56 (NAVD88 DATUM)
 BM3: SET BENCH THE WEST SIDE OF UTILITY POLE
 ELEV.=588.27 (NAVD88 DATUM)

SURVEY PROVIDED BY: METRO CONSULTING ASSOCIATES JUNE 8, 2017
 45345 FIVE MILE RD. PLYMOUTH MI. 48170 (800) 252-6016
 FLOOD STATEMENT:
 THIS PROPERTY IS NOT SHOWN TO BE LOCATED WITHIN THE LIMITS OF A DESIGNATED FLOOD HAZARD AREA PER FEMA FLOOD INSURANCE RATE MAP NO. 26163C0400E WITH AN EFFECTIVE DATE OF FEBRUARY 2, 2012. THIS PROPERTY LIES IN ZONE "X"; AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOODPLAIN.

THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE APPROXIMATE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE A RESULT OF THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

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DIX INVESTMENTS L.L.C.
 PID#45-017-08-0437-00



DIX HIGHWAY (U.S. 52)
 (120-FOOT WIDE)

BENCHMARK #1
 (SEE BENCHMARK NOTES)

ELECTRIC MANHOLE
 RIM: 586.74
 BOTTOM OF STRUCTURE: 583.74

BENCHMARK #2
 (SEE BENCHMARK NOTES)

BENCHMARK #3
 (SEE BENCHMARK NOTES)

SONIC
 1,690 SQ. FT.
 BUILDING TYPE 12X

UrbarB

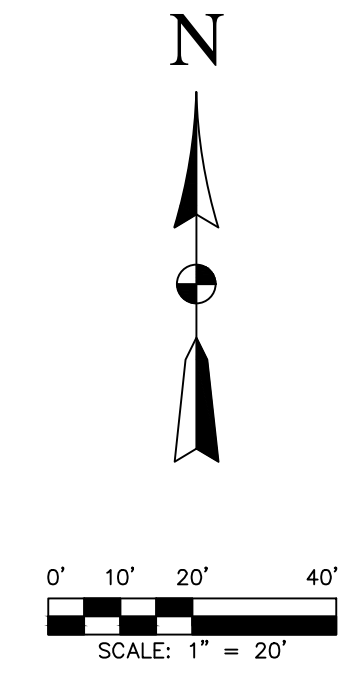
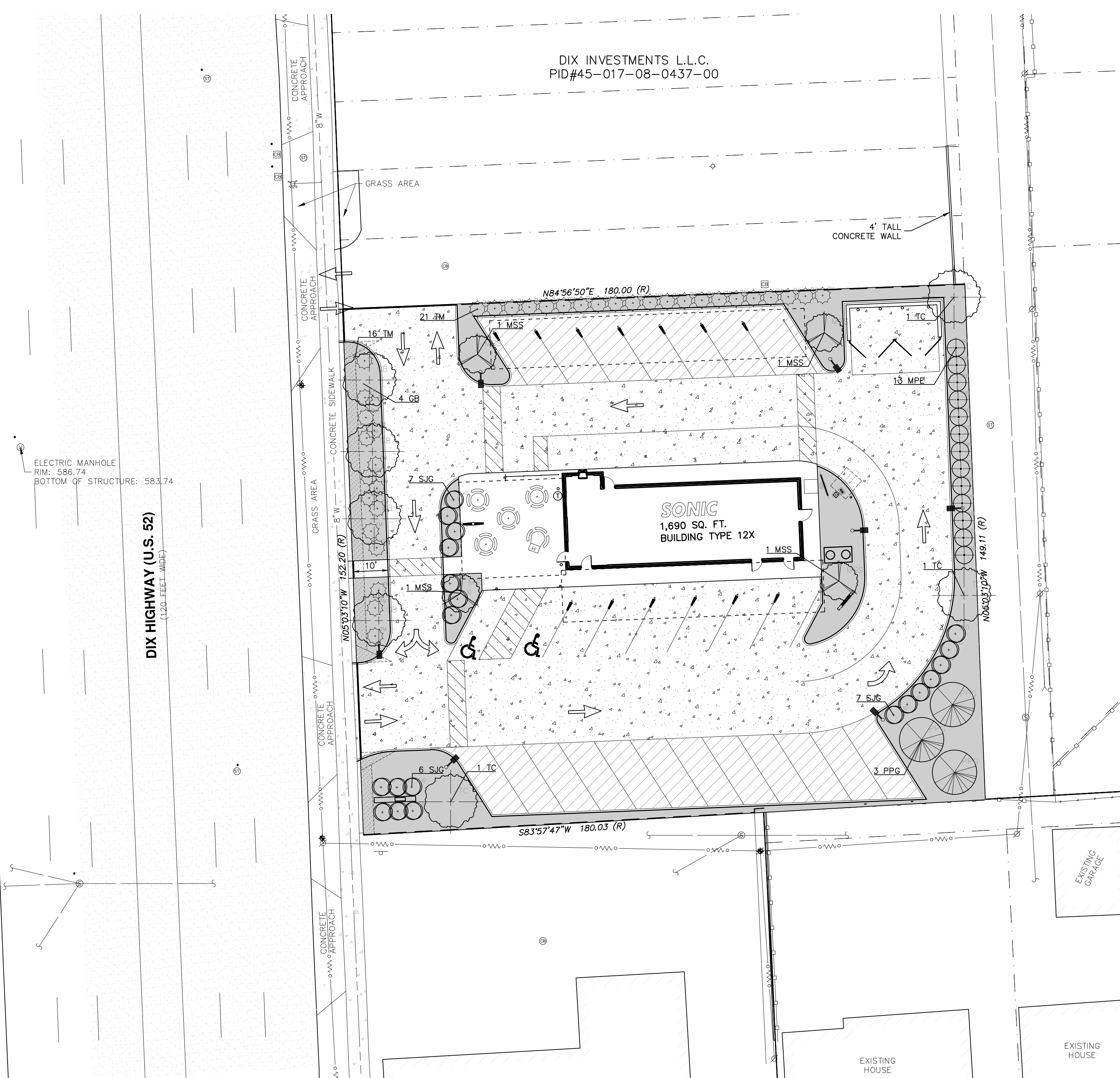
ZfsuaA

ZfsucB

CONDITIONS DURING CONSTRUCTION:

- CONSTRUCTION FENCING SHALL BE PROVIDED ALONG THE COMMON PROPERTY BOUNDARY TO THE NORTH WHEN AND WHERE FEASIBLE.
- NO CONSTRUCTION TRAFFIC SHALL ENTER ON THE PROPERTY TO THE NORTH.
- ACCESS BETWEEN THE PROPERTY TO THE NORTH SHALL REMAIN CLOSED.
- THE CONTRACTOR SHALL BE RESPONSIBLE TO REPAIR ALL DAMAGE INCURRED TO THE ADJACENT PROPERTY AS A RESULT OF THE SONIC CONSTRUCTION ACTIVITIES.

DIX INVESTMENTS L.L.C.
PID#45-017-08-0437-00



ELECTRIC MANHOLE
RIM: 586.74
BOTTOM OF STRUCTURE: 583.74

DIX HIGHWAY (U.S. 52)
(120-FOOT WIDE)

LANDSCAPE NOTES

- 1. THIS PLAN IS FOR PLANTING LOCATIONS ONLY.
2. SIZES SPECIFIED ARE MINIMUM SIZES TO BE INSTALLED.
3. IN THE EVENT THE PLANT LIST DOES NOT MATCH THE PLAN, THE PLAN SHALL TAKE PRECEDENCE.
4. ALL LANDSCAPING SHALL BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH CITY STANDARDS...
5. ALL EXISTING TREES TO REMAIN THAT ARE DAMAGED DURING CONSTRUCTION SHALL BE REPLACED BY THE END OF THE FOLLOWING PLANTING SEASON.
6. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFICATION OF ALL UNDERGROUND AND OVERHEAD UTILITIES...
7. PLANT TREES AND SHRUBS AT THE SAME GRADE LEVEL AT WHICH THEY WERE GROWN IN THE NURSERY...
8. REMOVE ALL TWINE, WIRE, NURSERY TREE GUARDS, TAGS AND INORGANIC MATERIAL FROM ROOT BALLS...
9. ALL LANDSCAPE AREAS SHALL BE EXCAVATED OF ALL BUILDING/CONSTRUCTION MATERIAL AND POOR SOILS...
10. ALL DISTURBED UNPAVED AREAS ARE TO BE SPREAD WITH A MINIMUM 4 INCHES OF TOPSOIL AND SEEDED/SODDED.
11. ALL LANDSCAPED AREAS SHALL BE PROVIDED WITH A READILY AVAILABLE WATER SUPPLY...
12. IF AN APPROVED SPECIES IS NO LONGER ACCEPTABLE DUE TO SUCH THINGS AS INFESTATION OR DISEASE...
13. RECOMMENDED PLANTING DATES ARE MARCH 1 TO MAY 15 FOR ALL MATERIALS...
14. PLANT MATERIAL SHALL NOT INTERFERE WITH SIGHT DISTANCE TRIANGLES.

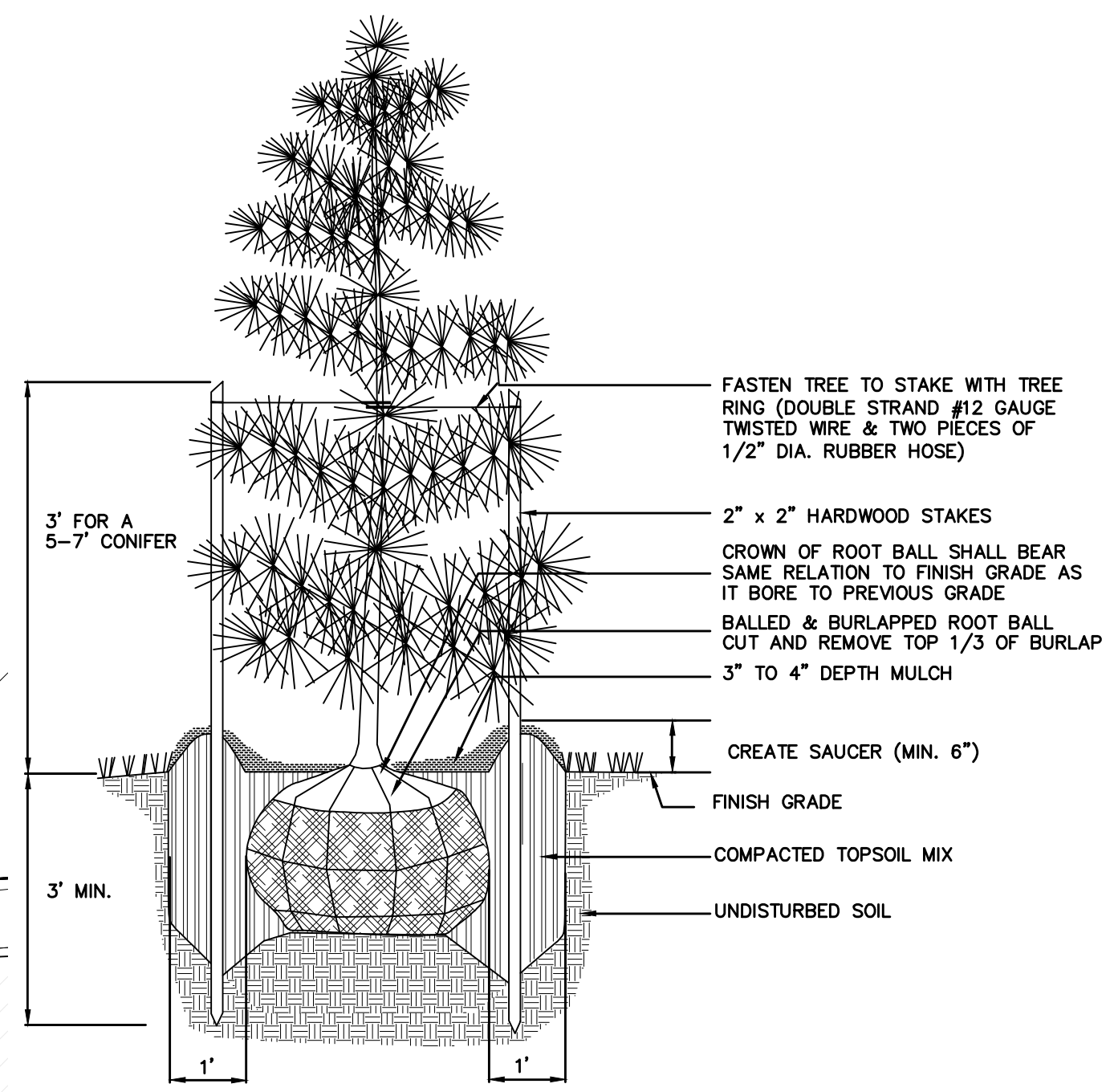
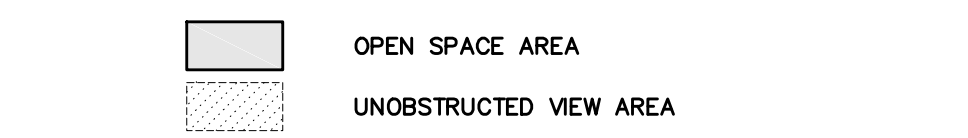
LANDSCAPE CALCULATIONS

Table with columns for 'REQUIRED' and 'PROVIDED' for 'LANDSCAPING ALONG PUBLIC STREETS - DIX HIGHWAY (152')' and 'PARKING LOT LANDSCAPING (27 SPACES)'. Rows include Greenbelt, Trees, Shrubs, and Interior Landscaping.

PLANTING LIST

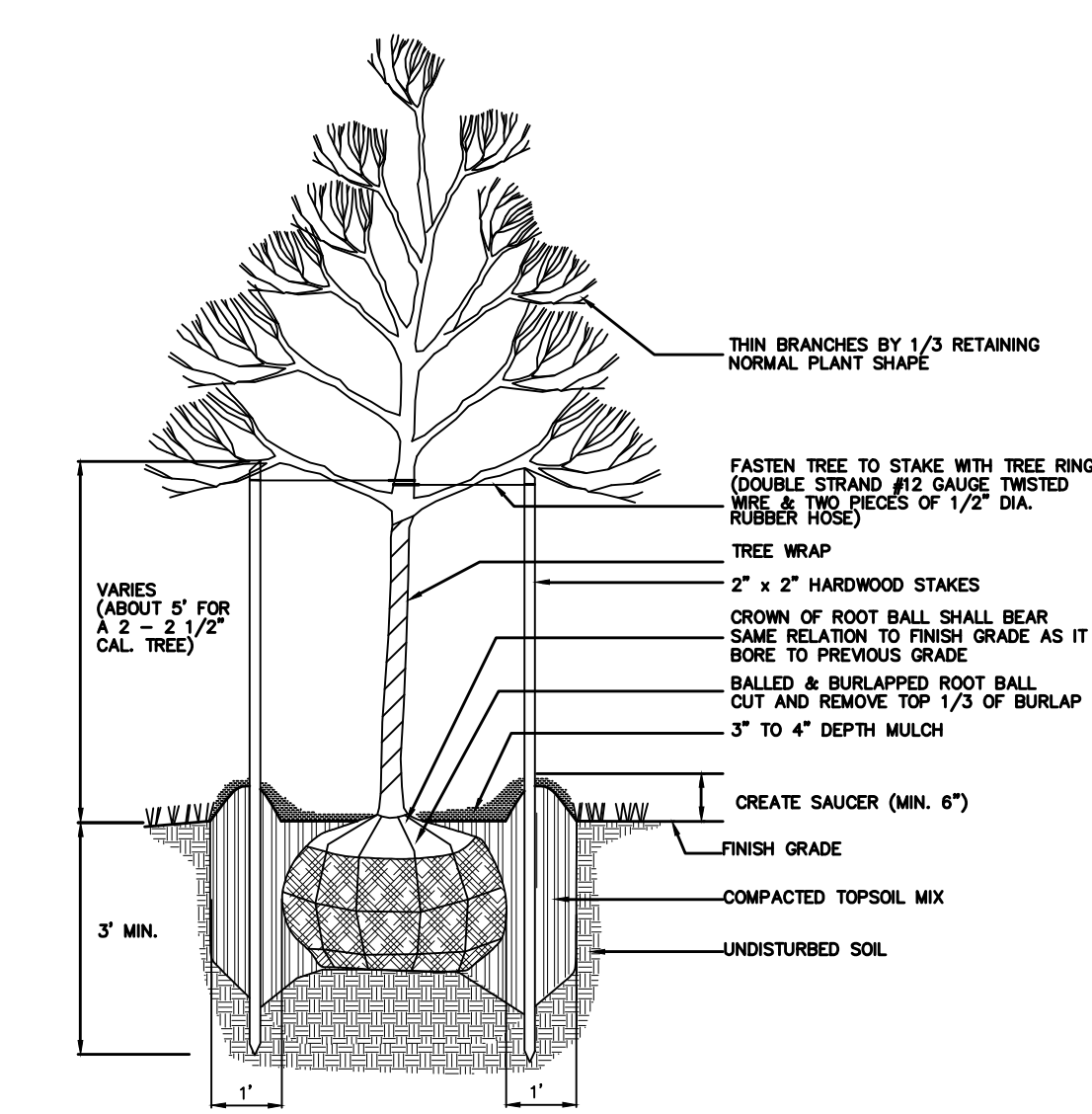
Table with columns: KEY, QTY, SPECIES, MIN. SIZE, SPEC. Lists items like GB 4 GINKGO BILOBA, TC 3 TILIA CORDATA, PPG 3 PICEA PUNGENS V GLAUCA, MSS 4 MALUS 'SNOWDRIFT', MP 13 MYRICA PENNSYLVANICA, SJG 20 SPIRAEA JAPONICA, TM 37 TAXUS X MEDIA.

PLANTING LEGEND



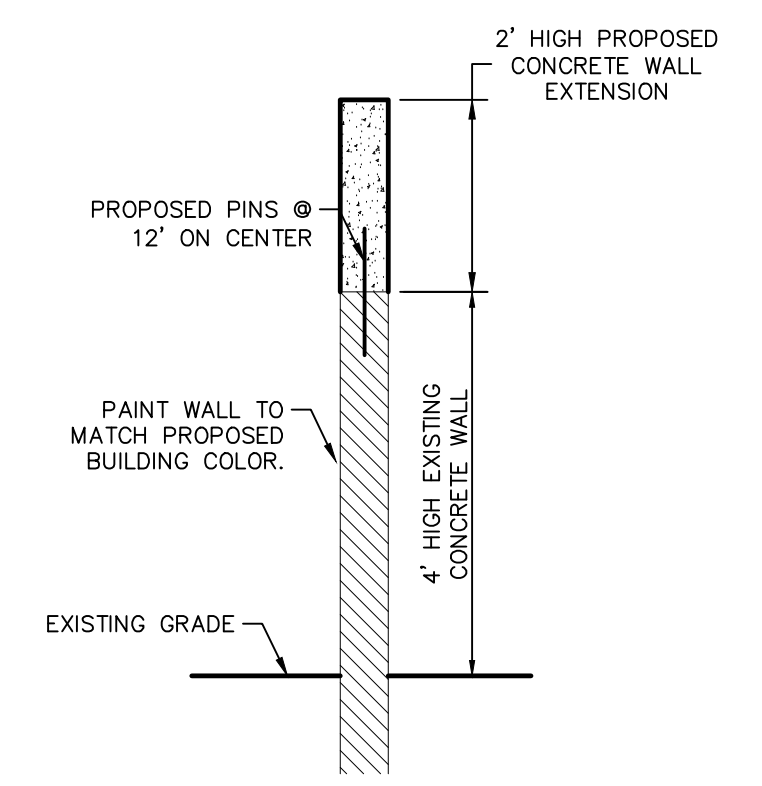
- NOTES:
1. DO NOT ALLOW AIR POCKETS TO FORM WHEN BACKFILLING
2. DO NOT DAMAGE MAIN ROOTS OR DESTROY ROOT BALL WHEN INSTALLING TREE STAKE
3. REMOVE TREE RINGS AND STAKES TWO YEARS AFTER INSTALLATION
4. WATER TREE THOROUGHLY SUBSEQUENT TO INSTALLATION

CONIFEROUS TREE PLANTING DETAIL
BALLED AND BURLAPPED
NOT TO SCALE

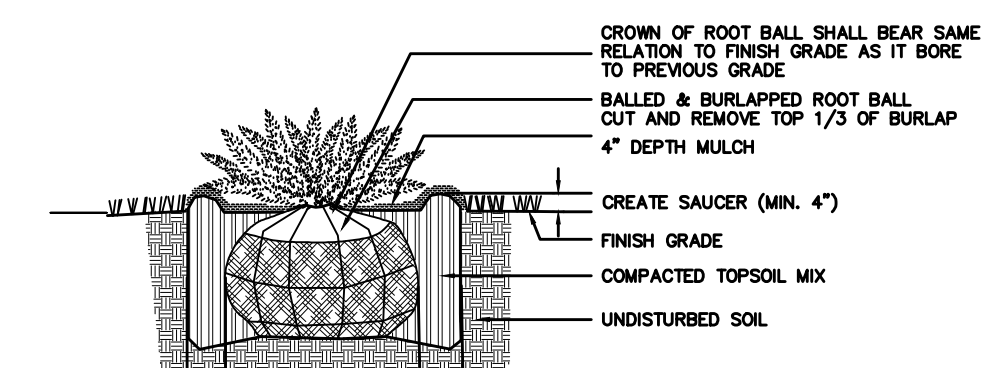


- NOTES:
1. DO NOT ALLOW AIR POCKETS TO FORM WHEN BACKFILLING
2. DO NOT DAMAGE MAIN ROOTS OR DESTROY ROOT BALL WHEN INSTALLING TREE STAKE
3. REMOVE TREE RINGS, TREE WRAP AND STAKES TWO YEARS AFTER INSTALLATION
4. WATER TREE THOROUGHLY SUBSEQUENT TO INSTALLATION

DECIDUOUS TREE PLANTING DETAIL
BALLED AND BURLAPPED
NOT TO SCALE



CONCRETE WALL EXTENSION
NOT TO SCALE

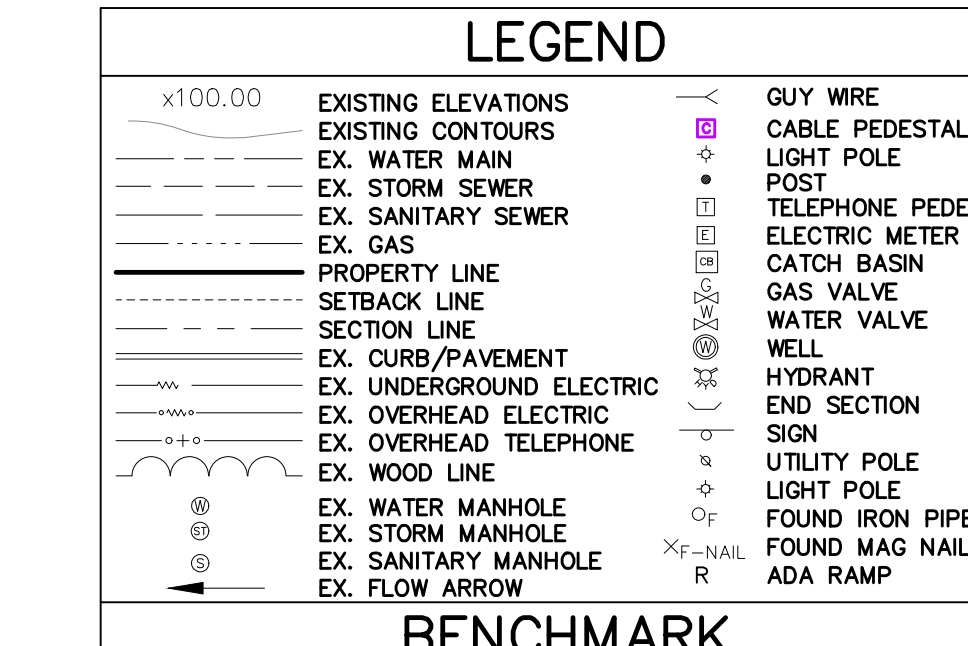


- NOTES:
1. DO NOT ALLOW AIR POCKETS TO FORM WHEN BACKFILLING
2. WATER SHRUB THOROUGHLY SUBSEQUENT TO INSTALLATION

SHRUB PLANTING DETAIL
NOT TO SCALE

K:\2017\1051 JOB FOLDERS\1051-17-8200\Drawings\Plan_Site\Site Plan\8200-Land.dwg: 6/9/2017 2:18 PM: rnewbold

811 logo, Metro Consulting Associates logo, SONIC logo, SONIC DRIVE-IN logo, City of Lincoln Park, Michigan logo, LANDSCAPE PLAN title, and revision table.



BENCHMARK table with columns: BM#, Description, ELEVATION. Includes BM1, BM2, BM3.

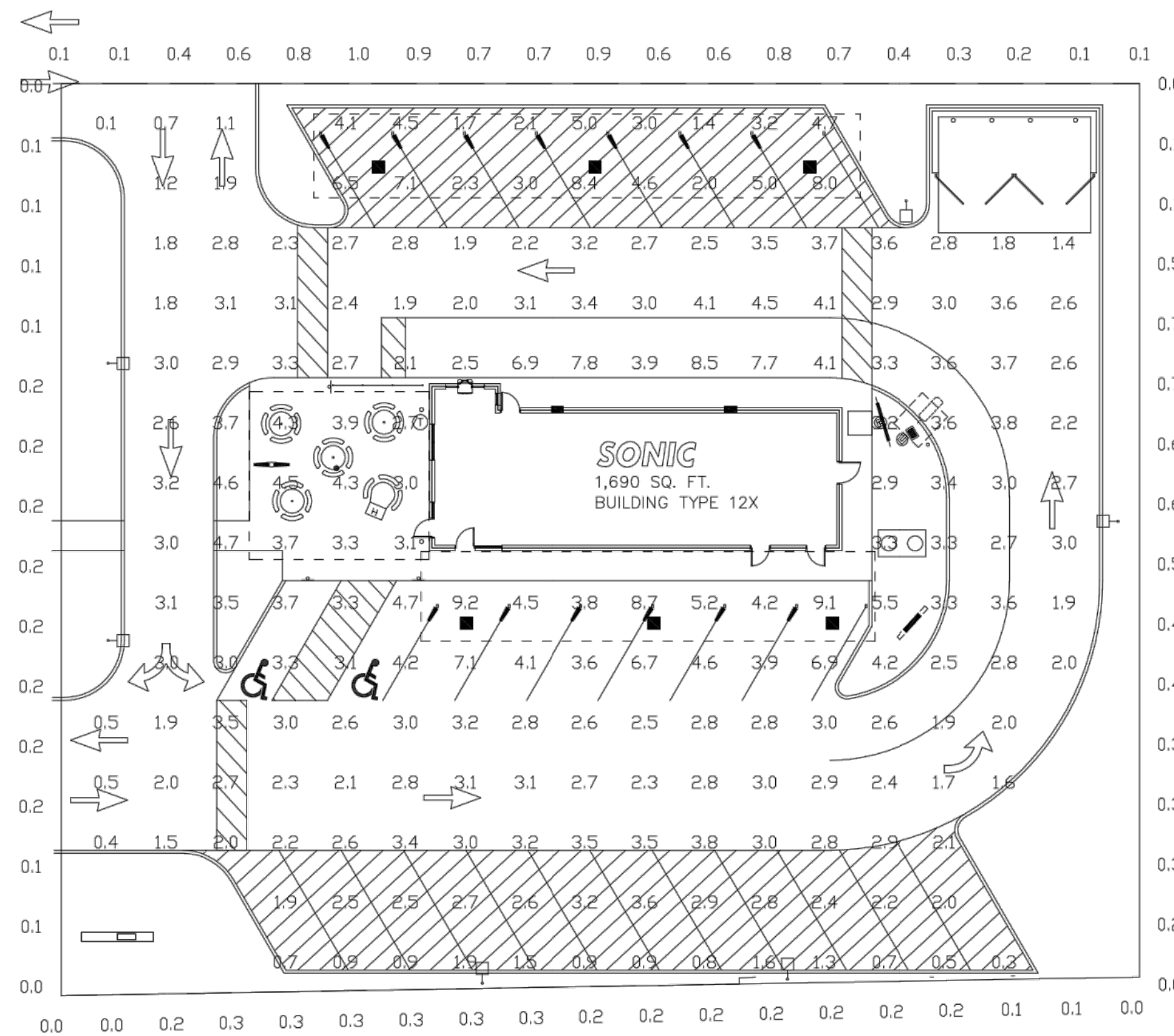
SURVEY PROVIDED BY: METRO CONSULTING ASSOCIATES JUNE 8, 2017 45345 FIVE MILE RD. PLYMOUTH MI. 48170 (800) 252-6016 FLOOD STATEMENT: THIS PROPERTY IS NOT SHOWN TO BE LOCATED WITHIN THE LIMITS OF A DESIGNATED FLOOD HAZARD AREA PER FEMA FLOOD INSURANCE RATE MAP NO. 26163C0002E WITH AN EFFECTIVE DATE OF FEBRUARY 2, 2012. THIS PROPERTY LIES IN ZONE "X"; AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOODPLAIN.

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DWG: 8200-LAND DATE: 07/10/2017

- NOTES:
1. THE FOOTCANDLE LEVELS AS SHOWN ARE BASED ON THE FOLLOWING CRITERIA. ANY SUBSTITUTIONS IN SPECIFIED FIXTURES OR CHANGES TO LAYOUT WILL AFFECT LIGHTING LEVELS SHOWN AND WILL NOT BE THE RESPONSIBILITY OF SECURITY LIGHTING.
 2. THE CONTRIBUTION OF THE SOFFIT / BUILDING LIGHTING IS NOT REFLECTED ON THE DRAWING UNLESS SOFFIT / BUILDING LIGHTING IS SPECIFIED IN THE FIXTURE SCHEDULE BELOW.
 3. DISTANCE BETWEEN READINGS 10'
 4. FINAL ADJUSTMENTS TO AIMING ANGLE/DIRECTION OF FIXTURES MAY BE REQUIRED TO ELIMINATE LIGHT TRESPASS OR GLARE ONTO ADJOINING PROPERTIES OR ROADWAYS.



PAVED SURFACE READINGS

Average 3.2
 Maximum 9.2
 Minimum 0.1
 Avg/Min 31.55
 Max/Min 92.00

PROPERTY LINE READINGS

Average 0.3
 Maximum 1.0
 Minimum 0.0
 Avg/Min N/A
 Max/Min N/A

** - SPECIFY COLOR

FIXTURE TYPE	SYMBOL	FIXTURE QUANTITY	CONFIG	QUANTITY	TENDON TOP FITTERS	QUANTITY	EPA	MOUNTING HEIGHT	LLF	POLE TYPE	QUANTITY	WIND LOAD	ALLOWED EPA
VPS-60NB-136-5K-T4-UNV-RA-**-BLC	□	6	SGL	6	TTFVIPER	6	0.67	24'	0.87	SES-22-50-7-TA-**(5')	6		
CLED-LW-7-UNV-S-5-WH	■	8						12'	0.87				
LWLH-C-30-L-U-P-WH	●	1						20'	0.87				
WGH-110L-5K-U-M	■	2						9'	0.87				

THIS LAYOUT MAY NOT MEET TITLE 24 OR LOCAL ENERGY REQUIREMENTS. IF THIS LAYOUT NEEDS TO BE TITLE 24 COMPLIANT OR MEET OTHER ENERGY REQUIREMENTS, PLEASE CONSULT FACTORY WITH SPECIFIC DETAILS REGARDING PROJECT REQUIREMENTS SO THAT REVISIONS MAY BE MADE TO THE DRAWING.

THIS LIGHTING PATTERN REPRESENTS ILLUMINATION LEVELS CALCULATED FROM LABORATORY DATA TAKEN UNDER CONTROLLED CONDITIONS IN ACCORDANCE WITH ILLUMINATING ENGINEERING SOCIETY APPROVED METHODS. ACTUAL PERFORMANCE OF ANY MANUFACTURER'S LUMINAIRES MAY VARY DUE TO VARIATION IN ELECTRICAL VOLTAGE, TOLERANCE IN LAMPS, AND OTHER VARIABLE FIELD CONDITIONS.

UNLESS OTHERWISE SPECIFIED, ALL DIMENSIONS ARE IN INCHES

NOTES:			
SCALE	1" = 20' 0"	DATE	8/4/17
DRAWN BY	MW	NEXT ASSEMBLY	
CHECKED BY		REF. DRWGS.	
APPROVED BY			
APPROVED BY		FINISH	
APPROVED BY			
SHOP ORDER		MATERIAL	
PROJECT NO.			



2100 Golf Road, Suite 460, Rolling Meadows, IL 60008
 815.544.6848

POINT-BY-POINT FOOTCANDLE PLOT FOR
 SONIC
 LINCOLN PARK, MI

DRAWING NUMBER
 1PCP35969B

VIPER S SERIES
SMALL VIPER LUMINAIRE

Specifications:

- Intended Use: The Beacon Viper luminaire is available with a wide choice of different LED Wattage configurations and optical distributions designed to reduce RH lighting up to 400W ft or more.
- Construction:
 - Manufactured with die cast aluminum.
 - Coated with a polyester finish that meets ASTM B117 corrosion test requirements and ASTM D522 cracking and loss of adhesion test requirements.
 - External hardware is corrosion resistant.
 - One piece optical cartridge system consisting of an LED engine, LED lamps, optics, gasket and stainless steel bezel.
 - Cartridge is held together with internal brass standoffs soldered to the board so that it can be field replaced as a one piece optical system.
 - Two piece silicone and micro-collared polyurethane foam gasket ensures a weather-proof seal around each individual LED.
- Electrical:
 - 100V through 277V, 50 Hz to 60 Hz (UNV), or 347V or 480V Input.
 - Power factor is >.90 at full load.
 - All electrical components are rated at 50,000 hours at full load and 25°C ambient conditions per MIL-217F Noise 2.
 - Dimming drivers are standard, but must contact factory to request wiring leads for purpose of external dimming controls.
 - Component to component wiring within the luminaire may carry no more than 80% of rated load and is certified by UL for use at 600VAC at 60°C or higher.
 - Plug disconnects are certified by UL for use at 600VAC, 15A or higher, 15A rating applies to primary (AC) side only.
 - Fixture electrical compartment shall contain all LED driver components and shall be provided with a push-button terminal block for AC power connections.
 - The housing is designed for an optional twist lock photo control receptacle.
 - Ambient operating temperature -40°C to 40°C.
 - Surge protection - 20KA.
 - Optional 7-pin ANSI C136.41-2013 twist-lock photo control receptacle available. Compatible with ANSI C136.41 external wireless control devices.
 - LifeShield™ Circuit - protects luminaire from excessive temperature. The device shall activate at a specific, factory preset temperature, and progressively reduce power over a wide temperature range. Operation shall be smooth and undetectable to the eye. Thermal circuit is designed to "fall on" allowing the luminaire to revert to full power in the event of an interruption of its power supply, or faulty wiring connection to the driver. The device shall be able to co-exist with other 0-10V control devices (occupancy sensors, external dimmers, etc.).
- Certifications/Listings:
 - UL E85
 - DLC
 - ETL
 - 3000K and warmer CCTs only

Control Options:

- Available with an optional passive infrared (PIR) motion sensor capable of detecting motion 300' around the luminaire. When no motion is detected for the specified time, the Motion Response system reduces the wattage to factory preset level, reducing the light level accordingly. When motion is detected by the PIR sensor, the luminaire returns to full wattage and full light output. Please contact Beacon Products if project requirements vary from standard configuration.
- Available with Emergent for optional ast dimming. Timed dimming with simple delay, or timed dimming based on time of night (see www.beaconproducts.com/resources/emer).
- In addition, Viper can be specified with SiteSync™ wireless control system for reduction in energy and maintenance cost while optimizing light quality 24/7. See ordering information or visit www.hubbelling.com/site-sync for more details.

Installation:

- Mounting options for horizontal, arched, vertical or traditional arm mounting available.
- Mounting hardware included.

Finish:

- IPS polyester powder-coat electrostatically applied and thermocured.
- IPS finish consists of a five stage pretreatment regimen with a polymer primer and top coated with a thermoset super TPOC polyester powder coat.
- The finish meets the AAMA 805.2 performance specification which includes passing a 3000 hour salt spray test for corrosion resistance and resists cracking or loss of adhesion per ASTM D662 and resists surface impacts of up to 180 inch-pounds.
- 30 gal approved

Warranty:

- Five year limited warranty for more information visit: www.hubbelling.com/resources/warranty

Ordering Information:

ORDERING EXAMPLE: LWLH-3DU

Series: LWLH Mount: # of LEDs: Source: Voltage: Refractor: Color: Options

Dimensions:

CEILING THRU-WIRE TOP VIEW

A: 14.25" B: 14.75"

ORDERING INFORMATION ORDERING EXAMPLE: VPS-36NB-80/SK/TA/UNV/PCR-TL/SWP/BLC/RB/BTT

SERIES	ENGINE-WATTS	LED COLOR	VOLTAGE	ELECTRICAL OPTIONS	HOUSE SIDE SHIELD OPTIONS	FINISH
VPS Viper-small	24NB-55 55W LED array 30NB-70 70W LED array 36NB-80 80W LED array 48NB-110 110W LED array 60NB-136 136W LED array	3K 3000K 4K 4000K 5K 5000K	UNV 120-277V 347V 347V 480V 480V	PCR-TL Twist lock receptacle with photo control PCR-SC Twist lock receptacle with short-throw IR LED PCR-U Twist lock receptacle 2PFI dual power feed	HSS-90 house side shield 90° HSS-180 house side shield 180° BLC* backlight control MDD** motion dimming detector BIRD DETERRENT BSP bird spike	BBT basic black textured BMT black matte textured WHT white textured MBT metallic bronze textured BZT bronze textured DBT dark bronze textured GYS gray smooth DPS dark platinum smooth ONT green textured MST metallic silver textured MTT metallic titanium textured OWI old world iron RAL
<p>CONTROL OPTIONS</p> <p>GENI-XX* Emergent SWP** SiteSync Wireless Pre-Commission SWP-M** SiteSync Wireless Pre-Commission w/ Motion Detection</p> <p>ACCESORIES AND SERVICES (Ordered Separately)</p> <p>SWUSB* SiteSync loaded on USB flash drive (Windows based only) SWTAB* SiteSync Windows Tablet SWBRG* SiteSync Wireless Bridge Node</p> <p>*When ordering with SiteSync, one of the following interface options must be chosen and ordered separately. Each option contains the SiteSync License, GUI and Bridge Node. - If needed, an additional Bridge Node can be ordered.</p>						

Performance Data:

# LEDs	DRIVE CURRENT (MILLIAMPS)	SYSTEM WATTS	DISTRIBUTION TYPE	5K (5000K nominal, 70 CRI)				4K (4000K nominal, 70 CRI)				3K (3000K nominal, 80 CRI)						
				LUMENS	LPW*	B	U	G	LUMENS	LPW*	B	U	G	LUMENS	LPW*	B	U	G
24	700 mA	55 W	FR/T1	6339	114	1	0	1	6276	112	1	0	1	5389	97	1	0	1
			T2	5666	102	2	0	2	5610	101	2	0	2	4816	86	1	0	2
			T3	5610	101	1	0	2	5554	100	1	0	2	4784	85	1	0	2
			T4	6171	111	1	0	2	6110	109	1	0	2	5245	94	1	0	2
			TSR	6283	113	3	0	3	6221	111	3	0	3	5341	96	3	0	3
			TSOM	6171	111	3	0	1	6110	109	3	0	1	5245	94	2	0	1
30	700 mA	70 W	FR/T1	6087	109	3	0	1	6027	108	3	0	1	5201	93	3	0	1
			TSR	6096	113	1	0	1	6016	112	1	0	1	5829	96	1	0	1
			T2	7204	101	2	0	2	7133	100	2	0	2	6123	86	2	0	2
			T3	7743	108	2	0	2	7666	107	2	0	2	6659	93	2	0	2
			T4	7896	111	1	0	2	7817	110	1	0	2	6791	95	1	0	2
			TSR	8035	112	3	0	3	7954	111	3	0	3	6829	95	3	0	3
36	700 mA	80 W	FR/T1	7345	110	3	0	1	7268	109	3	0	1	6659	93	3	0	1
			TSR	7425	112	3	0	3	7331	111	3	0	3	6811	96	3	0	3
			TSOM	7257	110	3	0	1	7184	109	3	0	1	6788	94	3	0	1
			TSW	9131	109	3	0	2	9040	108	3	0	2	7801	93	3	0	2
			FR/T1	12679	114	2	0	1	12522	113	2	0	1	10777	97	1	0	1
			T3	8415	100	2	0	2	8331	99	2	0	2	7175	86	2	0	2
48	700 mA	110 W	T4	8256	110	1	0	3	8164	109	1	0	3	7868	94	1	0	3
			TSR	9425	112	3	0	3	9331	111	3	0	3	8011	96	3	0	3
			TSOM	9257	110	3	0	1	9164	109	3	0	1	7868	94	3	0	1
			TSW	12679	114	2	0	2	12522	113	2	0	2	10777	97	1	0	2
			FR/T1	15946	116	2	0	1	15690	115	2	0	1	13471	98	2	0	1
			T2	14165	103	3	0	3	14025	102	3	0	3	12041	88	3	0	3
60	700 mA	136 W	FR/T1	18218	111	4	0	2	18219	111	4	0	2	16061	95	4	0	2
			TSW	12975	110	4	0	2	12953	109	4	0	2	10402	94	4	0	2
			T3	14025	102	3	0	3	13885	101	3	0	3	11959	87	3	0	3
			T4	15427	113	2	0	3	15274	111	2	0	3	13114	96	2	0	3
			TSR	15708	115	4	0	4	15559	111	4	0	4	13352	97	4	0	4
			TSOM	15427	113	4	0	2	15274	111	4	0	2	13314	96	3	0	2

Electrical Data:

# OF LEDs	NUMBER OF DRIVERS	DRIVE CURRENT (mA)	INPUT VOLTAGE (V)	SYSTEM POWER (w)	CURRENT (Amps)	
24	2	700 mA	55	55	120	0.5
					277	0.2
					347	0.2
					480	0.1
					120	0.6
					277	0.3
30	2	700 mA	70	70	120	0.2
					277	0.3
					347	0.2
					480	0.1
					120	0.7
					277	0.4
36	1	700 mA	80	80	120	0.3
					277	0.2
					347	0.2
					480	0.1
					120	0.4
					277	0.2
48	1	700 mA	110	110	120	0.2
					277	0.3
					347	0.2
					480	0.1
					120	0.4
					277	0.2
60	1	700 mA	136	136	120	0.5
					277	0.4
					347	0.4
					480	0.3
					120	1.1
					277	0.5

Projected Lumen Maintenance:

AMBIENT TEMP	0	25,000	50,000	100,000	1M-21-11	Calculated L70 (HOURS)
25°C/77°F	1.00	0.97	0.95	0.95	0.92	>470,000

Electrical Data Table:

# OF LEDs	NUMBER OF DRIVERS	DRIVE CURRENT (mA)	INPUT VOLTAGE (V)	SYSTEM POWER (w)	CURRENT (Amps)	
24	2	700 mA	55	55	120	0.5
					277	0.2
					347	0.2
					480	0.1
					120	0.6
					277	0.3
30	2	700 mA	70	70	120	0.2
					277	0.3
					347	0.2
					480	0.1
					120	0.7
					277	0.4
36	1	700 mA	80	80	120	0.3
					277	0.2
					347	0.2
					480	0.1
					120	0.4
					277	0.2
48	1	700 mA	110	110	120	0.2
					277	0.3
					347	0.2
					480	0.1
					120	0.4
					277	0.2
60	1	700 mA	136	136	120	0.5
					277	0.4
					347	0.4
					480	0.3
					120	1.1
					277	0.5

Projected Lumen Maintenance Table:

AMBIENT TEMPERATURE	0	25,000	50,000	100,000	1M-21-11	L70 (HOURS)
25°C/77°F	1.00	0.97	0.95	0.95	0.92	>539,000

PHOTOMETRICS:

Type II VP-S-60NB-136-SK-T2
Type III VP-S-60NB-136-SK-T3
Type IV VP-S-60NB-136-SK-T4
Type V Square Medium VP-S-60NB-136-SK-T5OM
Type V Rectangular VP-S-60NB-136-SK-T5R
Type V Round Wide VP-S-60NB-136-SK-T5W
Front Row Auto Optic / Type I VP-S-60NB-136-SK-T1

Electrical Data Table:

# OF LEDs	NUMBER OF DRIVERS	DRIVE CURRENT (mA)	INPUT VOLTAGE (V)	SYSTEM POWER (w)	CURRENT (Amps)	
24	2	700 mA	55	55	120	0.5
					277	0.2
					347	0.2
					480	0.1
					120	0.6
					277	0.3
30	2	700 mA	70	70	120	0.2
					277	0.3
					347	0.2
					480	0.1
					120	0.7
					277	0.4
36	1	700 mA	80	80	120	0.3
					277	0.2
					347	0.2
					480	0.1
					120	0.4
					277	0.2
48	1	700 mA	110	110	120	0.2
					277	0.3
					347	0.2
					480	0.1
					120	0.4
					277	0.2
60	1	700 mA	136	136	120	0.5
					277	0.4
					347	0.4
					480	0.3
					120	1.1
					277	0.5

Projected Lumen Maintenance Table:

AMBIENT TEMP	0	25,000	50,000	100,000	1M-21-11	Calculated L70 (HOURS)
25°C/77°F	1.00	0.97	0.95	0.95	0.92	>470,000

PHOTOMETRICS Table:

AMBIENT TEMPERATURE	0	25,000	50,000	100,000	1M-21-11	L70 (HOURS)
25°C/77°F	1.00	0.97	0.95	0.95	0.92	>470,000

DRILL PATTERN:

Compatible with Pico drill pattern B4

1" suggested distance from top of pole

2 @ 90° 0.67
3 @ 90° 1.5
4 @ 90° 1.5

LIGHTWATT LED HAZARDOUS LOCATION

LINK TO PRODUCT PAGE

Specifications:

- Applications - Designed for special environments like damp, wet, heavy dust, heavy vibration, or Class I Division 2 areas.
- Construction -
 - 3D High-output LEDs provide even and efficient light
 - Spin aluminum housing with Lotracote™ polyester powder coat
 - Specialized thermal management
 - Unique Hubbell refractor with divided light optics for low glare lighting
- Optics/Electrical System -
 - Custom engineered LED optics providing optimally controlled and evenly distributed light
- LED Light Engine -
 - 3D High output LEDs delivering up to 95 lumens per watt
 - CCT: 5100K
 - 85 LPW
- LED Driver -
 - Two LED drivers driving the 3D LEDs at 700MA
 - 0.6 amps Max 120-277, 50/60Hz
 - Wattage: 71 system

Ordering Information:

ORDERING EXAMPLE: LWLH-3DU

Series: LWLH Mount: # of LEDs: Source: Voltage: Refractor: Color: Options

Dimensions:

CEILING THRU-WIRE TOP VIEW

A: 14.25" B: 14.75"

LIGHTWATT LED SERIES - HAZARDOUS LOCATION

Electrical Data:

NUMBER OF LEDs	DRIVE CURRENT (mA)	INPUT VOLTAGE (V)	CURRENT (AMPS)	SYSTEM POWER	TEMPERATURE (C/°C)
30	700	120	0.60	70.00	T5
		277	0.30		

Projected Lumen Maintenance:

AMBIENT TEMPERATURE	0	25,000	50,000	100,000	1M-21-11	L70 (HOURS)
25°C/77°F	1.00	0.97	0.95	0.95	0.92	>539,000

Ordering Information:

ORDERING EXAMPLE: LWLH-



Intended Use:
 • Perimeter lighting for safety and security. Use on factories, warehouses, self-storage, commercial buildings, etc.

Construction:
 • Borosilicate glass refractor softens lamp image and provides uniform distribution
 • Cast aluminum frame holds lens and seals to housing gasket with two stainless steel screws.
 • Door assembly hinges to side on mid-size units; hinges down on large units
 • Cast aluminum housing with three 1/2" conduit entries (on top and sides), for button photocontrol or surface conduit
 • All units have dark bronze powder paint finish

Operating Temperature:
 • -30°C to +40°C

LED:
Mid Power - Medium Housing
 110 LEDs, 4888 lumens, 4000K, 80 CRI

Mid Power - Large Housing
 225 LEDs, 10474 lumens, 4000K, 80 CRI



ORDERING INFORMATION

Catalog Number	Wattage	Number of LEDs	Voltage	Dist. Type	Lumens	LPW	CCT	Weight lbs. (kg)	Number of Drivers	LED Current
WGH-110L-4K-U-M*	53W	110	120-277V	4	4888	92	4000K	12.0 (5.4)	1	140mA
WGH-225L-4K-U-L*	97W	225	120-277V	4	10151	105	4000K	12.0 (5.4)	1	125mA
WGH-225L-4K-C-L	111W	225	347V/480V	4	10474	94	4000K	12.0 (5.4)	1	140mA

*ULC listed

ACCESSORIES/REPLACEMENT PARTS - Order separately

CATALOG NUMBER	DESCRIPTION
PBT-1	Photocontrol, 120V
PBT-234	Photocontrol, 208, 240, 277V
SM706-SHIELD	Polycarbonate Shield for M size
SM706-GUARD	Wire Guard for L size

Web: www.securitylighting.com
 2100 Golf Road, Suite 460, Rolling Meadows, IL 60008-4704
 Phone: 1-800-5-LIGHT (1, 1-800-544-4848), Fax: 847-279-0642
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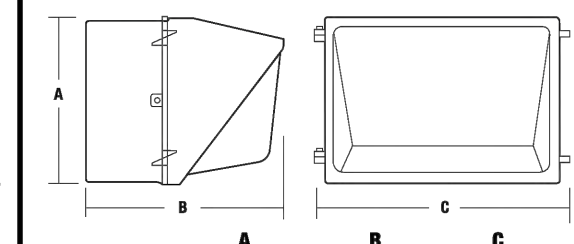


WGH LED SERIES
 GLASS WALLPACKS

PRODUCT IMAGE(S)



DIMENSIONS



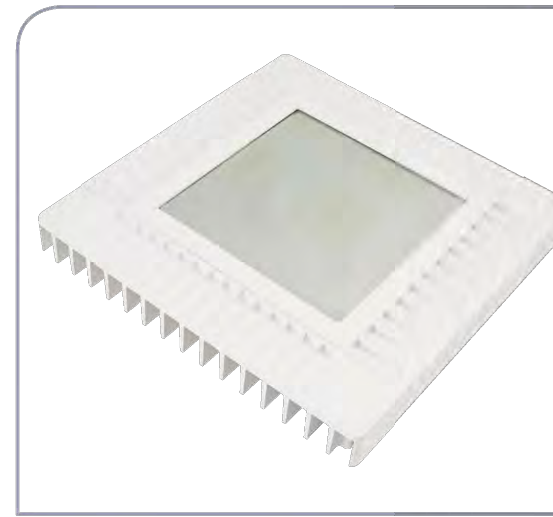
WGH LED	A	B	C
M SIZE	229 mm	184 mm	133 mm
L SIZE	229 mm	330 mm	432 mm

SHIPPING INFORMATION

Catalog Number	W/W ¹ /C ²	Carton Dimensions	Carton Qty per Pack		
		Length (cm)	Width (cm)	Height (cm)	
WGH-110L-4K-U-M	11.6/5	53.3 (21)	73 (29)	53 (21)	2
WGH-225L-4K-U-L	15.6/8	18.4 (8)	11.2 (8)	53 (21)	2

Canopy | CLED Surface Mount Canopy

CAT#: _____ Job: _____ Type: _____



Features
 Built for superior LED performance packed with features

- Stylish vertically finned die-cast heat sink
- Designed for optimal thermal transfer and easy installation
- Made from low-copper marine-grade cast aluminum
- Optical assembly designed to exceed IP66 design standards allowing for light hose-down cleaning
- Thermal frame technology provides state-of-the-art passive cooling in the most demanding environments
- 73 CRI standard
- Wet Location Listed
- Operating Temp: -40°C to 40°C
- 0-10v dimming standard on all wattage options

Certifications/Listings



Ordering Information

SERIES	OUTPUT	DRIVE CURRENT	MOUNTING	CCT	COLOR	OPTIONS/RETROFIT ACCESSORIES								
CLED	LED surface mount fixture	LW 33 Watts LL 66 Watts HL 120 Watts XL 150 Watts	7	UNV	S	<table border="1"> <thead> <tr> <th>MOUNTING</th> <th>CCT</th> <th>COLOR</th> <th>OPTIONS/RETROFIT ACCESSORIES</th> </tr> </thead> <tbody> <tr> <td>S Surface Mount¹</td> <td>5 5100K 4 4000K 3 3500K</td> <td>WH White DB Dark Bronze CC Custom²</td> <td>DL Drop Lens CLR11 Surface mounted retrofit for Whiteway Vision, Riviera II, Thunderbird, 21" housing³ CLR22 Surface mounted retrofit for LSI Masters/Dakota, 23" housing³ CLR33 Surface mounted retrofit for Jet Philips Houstonian SHO/ RHO, 22" housing³ CLEDSJK Stem and Junction Box CLED18CP Retrofit kit for Whiteway Civic, LSI Richmond CLEDFL-BRKTKIT CLED No Top Access Plate CLEDENCP Cover plate for LSI Encore³ OCC³ Programmable motion control, factor default is 10% light output</td> </tr> </tbody> </table>	MOUNTING	CCT	COLOR	OPTIONS/RETROFIT ACCESSORIES	S Surface Mount ¹	5 5100K 4 4000K 3 3500K	WH White DB Dark Bronze CC Custom ²	DL Drop Lens CLR11 Surface mounted retrofit for Whiteway Vision, Riviera II, Thunderbird, 21" housing ³ CLR22 Surface mounted retrofit for LSI Masters/Dakota, 23" housing ³ CLR33 Surface mounted retrofit for Jet Philips Houstonian SHO/ RHO, 22" housing ³ CLEDSJK Stem and Junction Box CLED18CP Retrofit kit for Whiteway Civic, LSI Richmond CLEDFL-BRKTKIT CLED No Top Access Plate CLEDENCP Cover plate for LSI Encore ³ OCC ³ Programmable motion control, factor default is 10% light output
MOUNTING	CCT	COLOR	OPTIONS/RETROFIT ACCESSORIES											
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VOLTAGE														
UNV 120-277														

Notes:
¹ 3/4" Conduit hub for pendant mount
² 1 1/2" x 1 1/2"
³ Measure outside dimension of existing housing
⁴ Contact factory for lead time
⁵ Requires Hubbell SCP-Remote to program sensor

Ordering Example

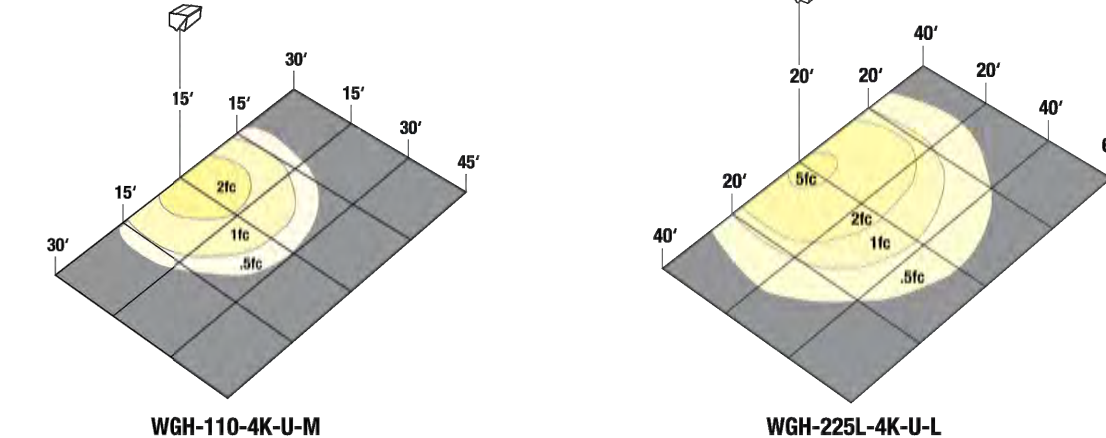
Processed Single Skin/Open Top Canopy	Surface Mount Retrofit	Processed Double Skin/Enclosed Soffit
1. CLED-HL-7-UNV-S-WH	1. CLED-HL-7-UNV-S-WH 2. CLR11	1. CLED-HL-7-UNV-S-WH 2. CLEDMP



WHITEWAY LIGHTING, A Division of Hubbell Lighting Inc
 1085 Johnson Drive, Buffalo Grove, IL 60089
 800-544-4848 | www.whiteway-tlg.com



PHOTOMETRICS



PERFORMANCE DATA

# OF LEDs	DRIVE CURRENT (MILLIAMPS)	SYSTEM WATTS	DISTRIBUTION TYPE	LUMENS	LPW	4K (4000K NOMINAL 80 CRI)			
						B	U	G	G
110	140mA	53W	4	4888	92	1	4	3	3
225	125mA	97W	4	10151	105	2	5	5	5
225*	140mA	111W	4	10474	94	2	5	5	5

*80 and 400 WAC input units will have reduced LPW
 Lumen values are from photometric test performed in accordance with IESNA LM-79-08. Data is considered to be representative of the configurations shown. Actual performance may differ as a result of end-user environment, application and inherent performance tolerance of the electrical components.

PROJECTED LUMEN MAINTENANCE

Ambient Temp.	OPERATING HOURS				
	0	25,000	50,000	100,000	L70 (hours)
25°C / 77°F	1.00	0.96	0.93	0.92	0.88
40°C / 104°F	0.99	0.95	0.91	0.90	0.84

¹ Projected per IESNA TM-21-11 • Nichia NSP-211E-V1 150mA, 65°C Tc, 10,000hrs
 Data references the extrapolated performance projections for the base model in a 40°C ambient, based on 10,000 hours of LED testing per IESNA LM-80-08.

LUMINAIRE AMBIENT TEMPERATURE FACTOR (LATF)

AMBIENT TEMPERATURE	LUMEN MULTIPLIER
0°C	1.02
10°C	1.02
20°C	1.01
25°C	1.00
30°C	0.99
40°C	0.95
50°C	0.92

Use these factors to determine relative lumen output for average ambient temperatures from 0-40°C (32-104°F).

ELECTRICAL DATA

# OF LEDs	# OF DRIVERS	INPUT VOLTAGE (V)	CURRENT (Amps)	SYSTEM POWER (W)
110	1	120	0.45	53
		277	0.19	53
225	1	120	0.82	97
		277	0.36	97
225*	1	347	0.33	111
		480	0.23	111

*80 and 400 WAC version

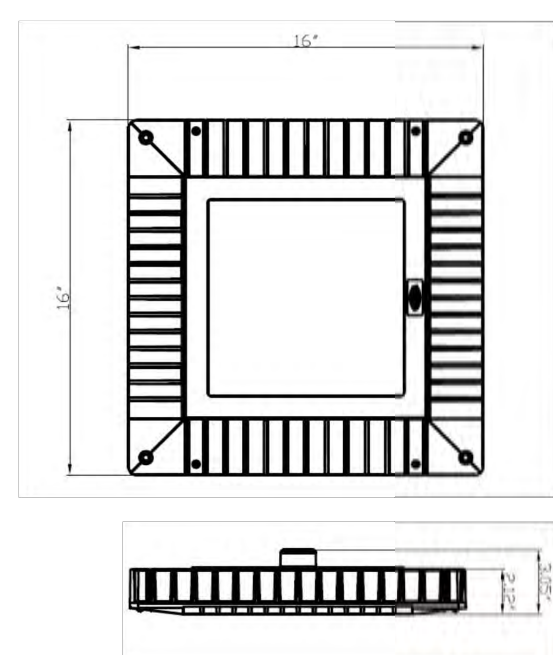
Web: www.securitylighting.com
 2100 Golf Road, Suite 460, Rolling Meadows, IL 60008-4704
 Phone: 1-800-5-LIGHT (1, 1-800-544-4848), Fax: 847-279-0642
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Canopy | CLED Surface Mount Canopy

Specifications

- Construction:**
 • Die cast aluminum heat sink
 • Shipping weight - 19lbs
- Electrical:**
 • Universal input voltage 120-277 VAC, 50/60 Hz
 • Automatic thermal self-protection
 • LED drivers have output power over-voltage, over-current protection and short circuit protection with auto recovery
 • LED electrical assembly, including PR devices, consumes no power in the 'off' state
 • Surge protection standard
 • Expected life: 65,000 hours
- Warranty:**
 • 5 year
- Listings:**
 • UL
 • DesignLights Consortium qualified



Performance Summary

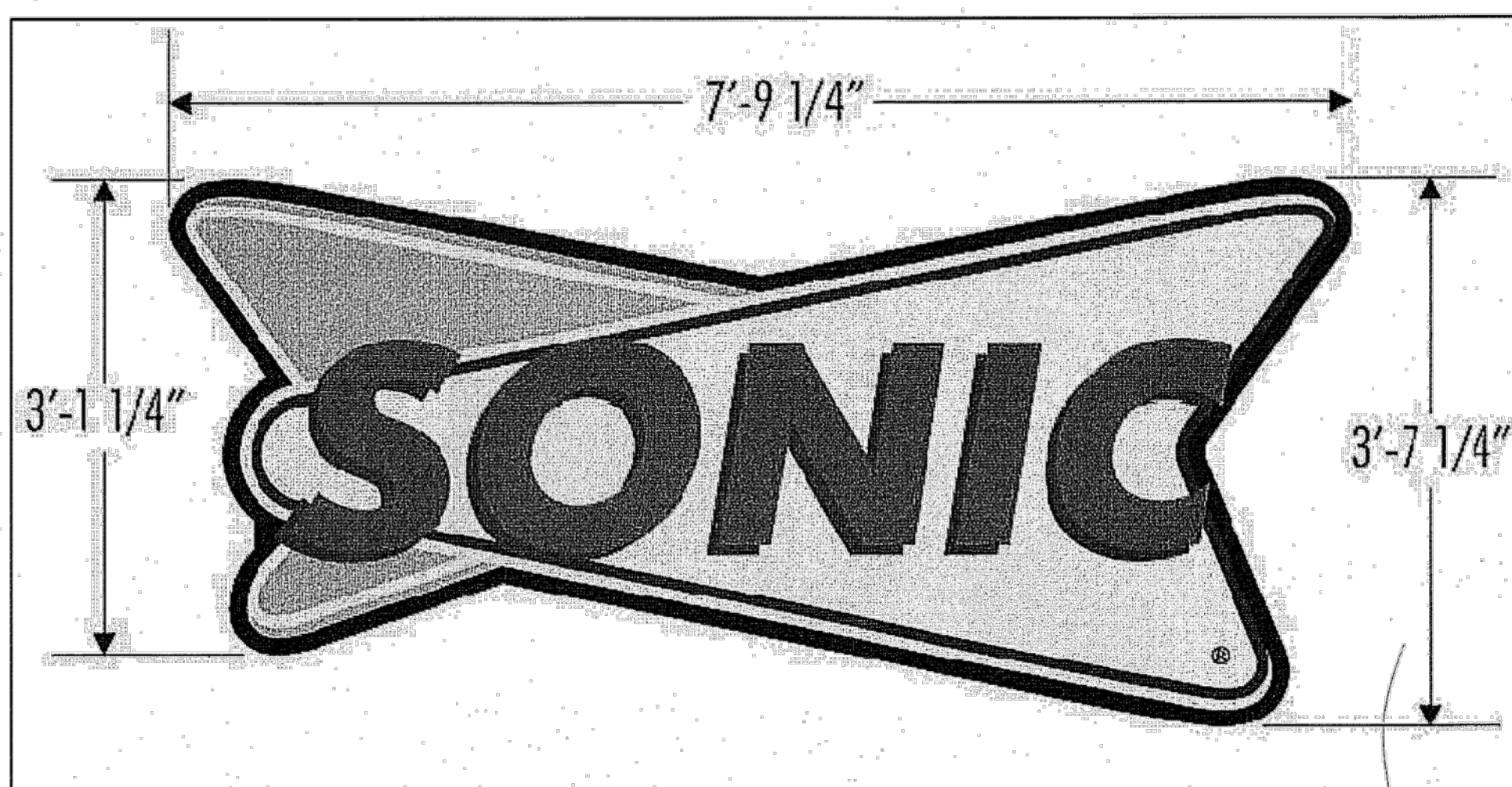
Distribution	Engine	Delivered Lumens	No. of LEDs	CCT	Wattage	Lumens per watt	Replaces
Type V	LW-700	4,397	120	5100K	32	138	100-175W
	LL-700	9,938	312	5100K	66	150	175-250W
	HL-700	14,754	312	5100K	120	123	320-400W
	XL-700	19,596	336	5100K	150	130	750-1000W

All performance data has been acquired by physical test reports conducted to LM-79-08 standards in a controlled testing laboratory.



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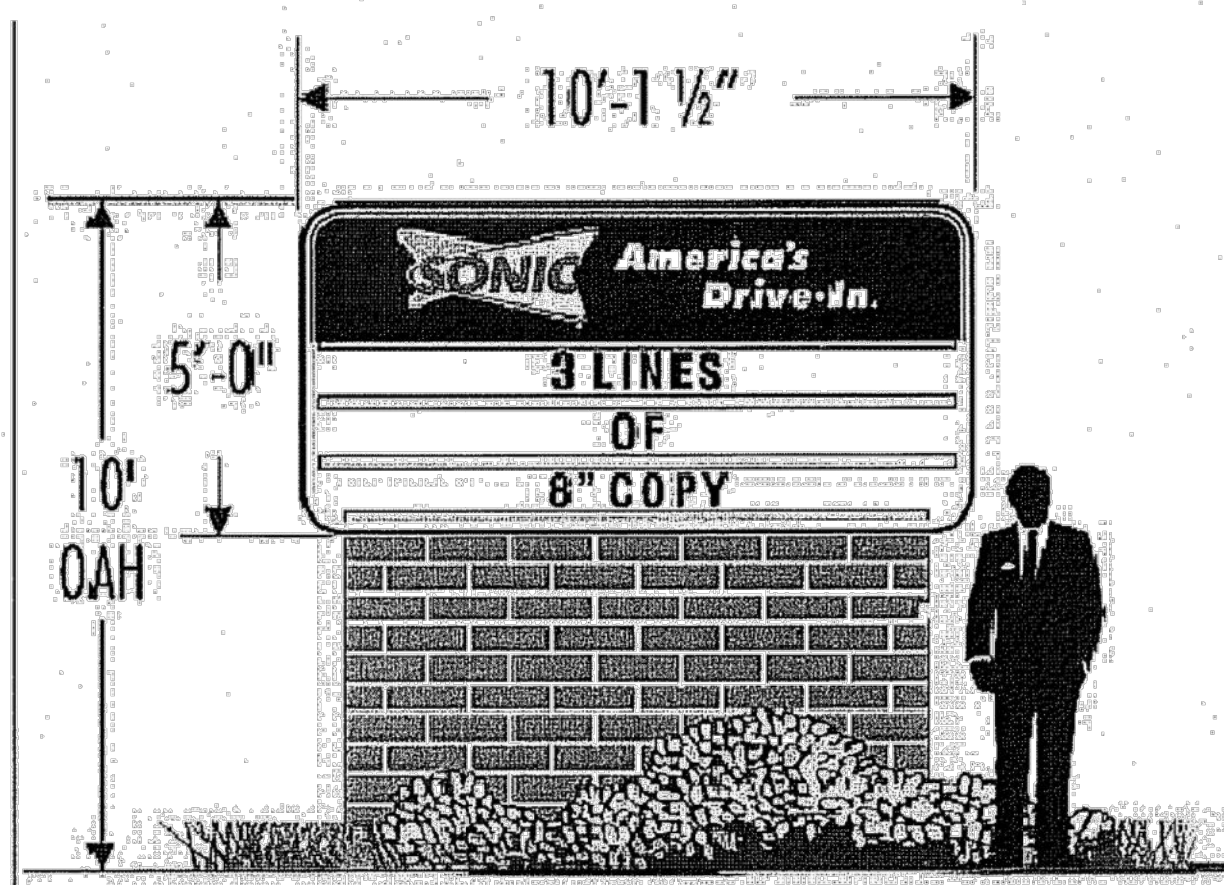
PROPOSED WALL SIGN
SCALE: 1" = 1'-0"

WALL SIGN DATA

SONIC SIGN MODEL # 4X8'
SONIC PART NUMBER: SON48TSF
SIZE: 3'-7 1/4" X 7'-9 1/4"
SQ. FT.: 28

CITY ORDINANCE

- 1476.11 WALL SIGNS
(a) ONE WALL SIGN SHALL BE PERMITTED PER STREET OR HIGHWAY FRONTAGE ON EACH PARCEL
(d) AREA: TOTAL AREA SHALL EXCEED (3) THREE SQ.FT. FOR EACH LINEAR FOOT OF BUILDING FRONTAGE:
BUILDING FRONTAGE = 28 LINEAR FEET
28(3) = 84 ALLOWABLE SQ.FT. FOR WALL SIGNAGE
SONIC WALL SIGN TO BE USED: 28 SQ.FT. - COMPLIES
(e) VERTICAL DIMENSIONS: NOT TO EXCEED 1/3 BUILDING HEIGHT
BUILDING HEIGHT: 16'-4 1/2"
16'-4 1/2" / 3 = 5'-5" FOR MAX HEIGHT
SONIC WALL SIGN TO BE USED: 3'-7 1/4" - COMPLIES
(f) HORIZONTAL DIMENSION: NOT TO EXCEED 3/4 OF BUILDING WIDTH
BUILDING WIDTH: 27'-11 1/4"
27'-11 1/4" * 75 = 20'-11 1/2" FOR MAX WIDTH
SONIC WALL SIGN TO BE USED: 7'-9 1/4" - COMPLIES



SONIC 510 COMBO @ 10'
PROPOSED GROUND SIGN
SCALE: 1" = 1'-0"

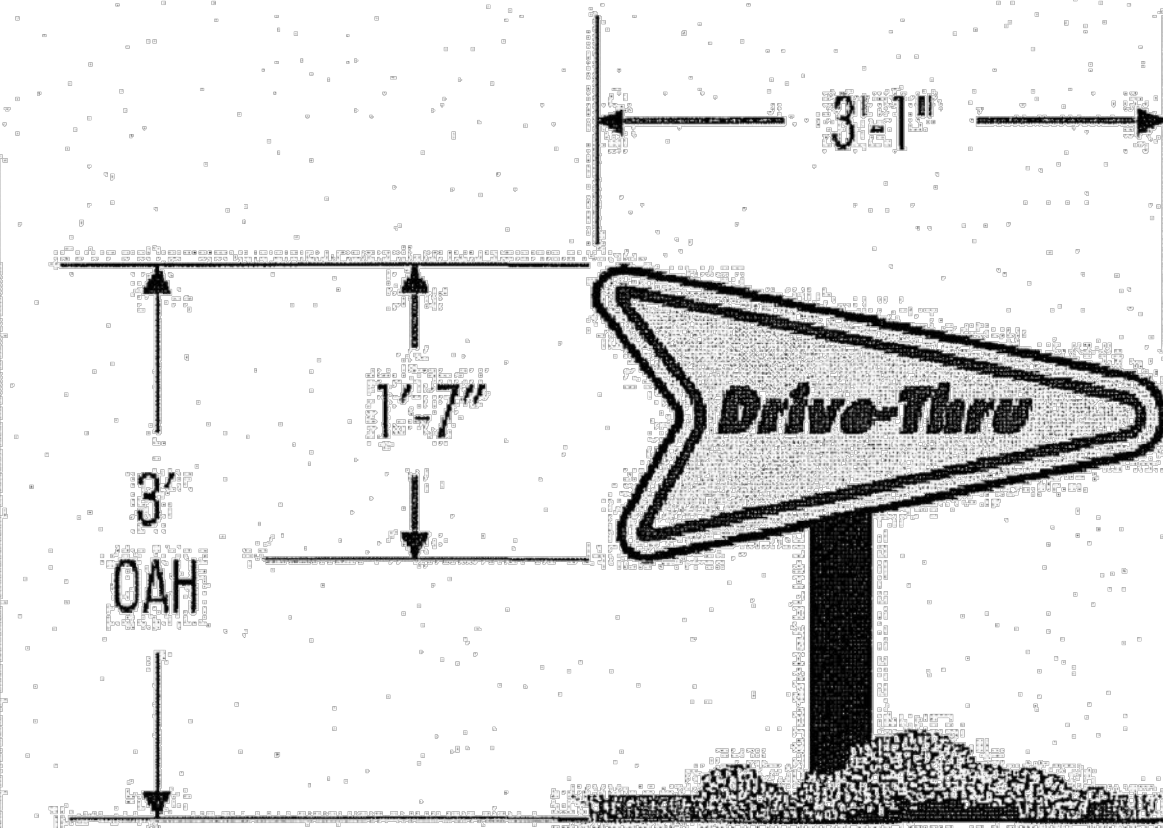
GROUND SIGN DATA

SONIC SIGN MODEL # 510
SONIC PART NUMBER: SON510CLDF
SIZE: 5'-0" X 10'-1 1/2"
SQ. FT.: 50.6
O.A.H.: 8'

CITY ORDINANCE

- 1476.10 GROUND SIGNS
(a) MAXIMUM SIZE AND HEIGHT: MAX.SQ.FT. - 80SQ.FT., MAX. HT. - 8' SIGN AREA: 50.6 SQ.FT., MAX HT: 8' - COMPLIES
(b) NUMBER PERMITTED: 1
1 PROVIDED - COMPLIES
(f) DESIGN & CONSTRUCTION:
SIGN TO BE CONSTRUCTED WITH SAME TYPES OF MATERIAL AS SONIC RESTAURANT

DIRECTIONAL SIGNS				
MODEL	PART #	SIZE	SQ. FT.	O.A.H.
2'x3'	SON13DDN	1'-7" X 3'-1"	4.9	3'
2'x3'	SON13DDX	1'-7" X 3'-1"	4.9	3'
2'x3'	SON13DDO	1'-7" X 3'-1"	4.9	3'
2'x3'	SON13DDT	1'-7" X 3'-1"	4.9	3'
2'x3'	SON13DDD	1'-7" X 3'-1"	4.9	3'
2'x3'	SON13DDH	1'-7" X 3'-1"	4.9	3'



PROPOSED DIRECTIONAL SIGNS
SCALE: 1/2" = 1'-0"

SONIC APPROVED TABLES BY KAY PARK

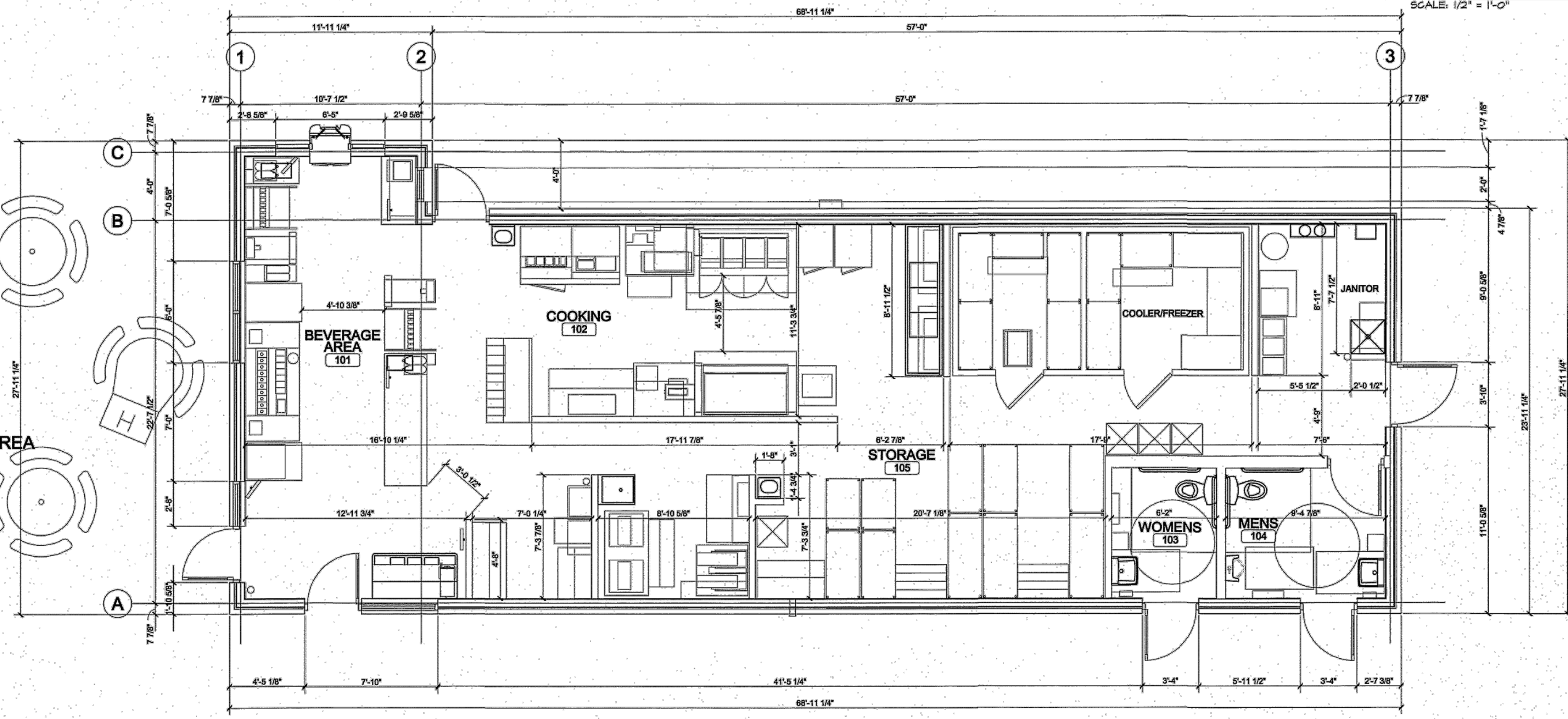
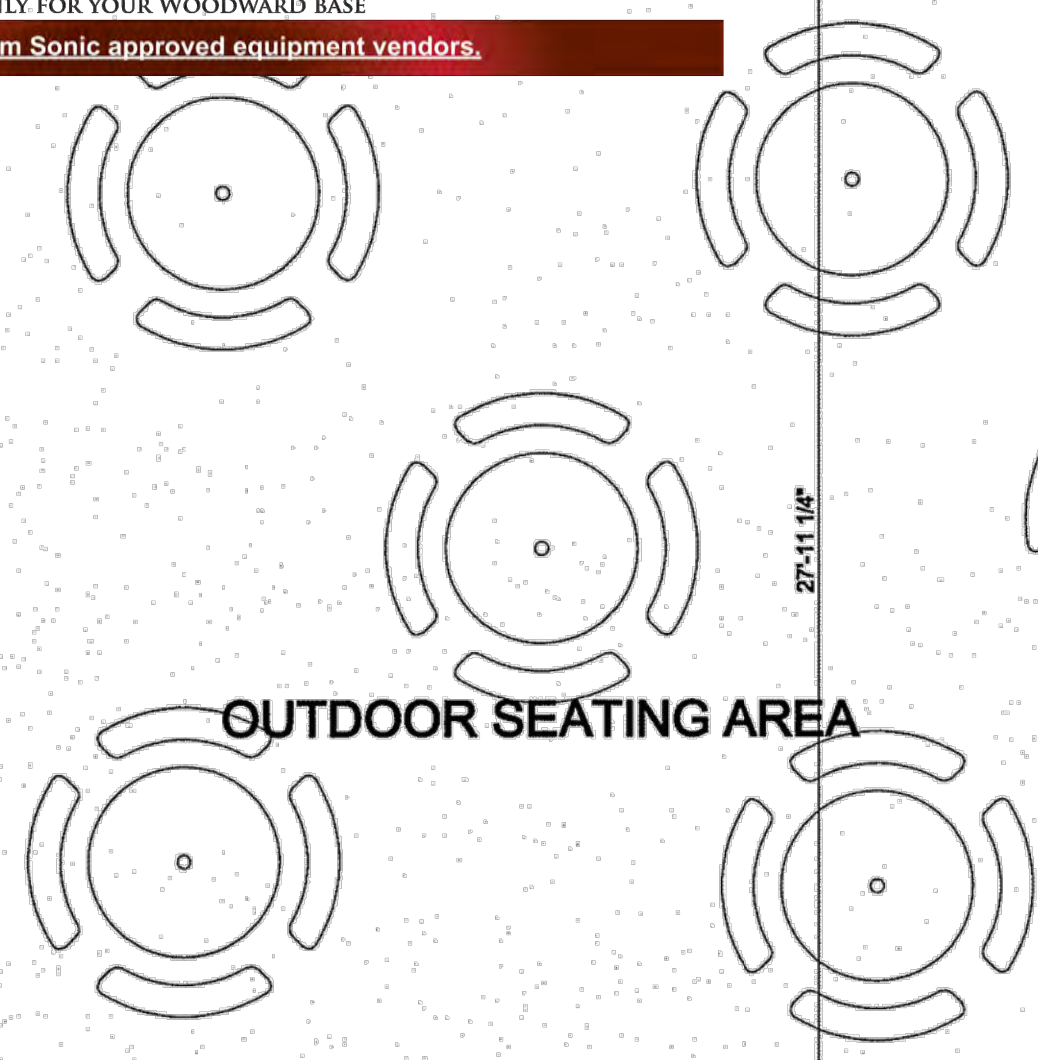
Easy Clean-up Top!
Best Seller!
1/4" Thick Plastisol
Easy Assembly!
Sweep Friendly!
Commercial Duty!

ALL PRODUCTS AVAILABLE IN 3 COLOR SCHEMES TO MATCH BUILDING REQUIREMENTS

PROTOTYPICAL SONIC GREEN
ALTERNATE SONIC GRAY
ALTERNATE SONIC BRONZE

Traditional Vinyl Plastisol Type Available!
Come standard with Durable Fiberglass tops and 1 1/4" thick Vinyl/Plastisol Seats
FIBERGLASS VINYL/PLASTISOL
Grease resistant tops available Heavy PVC coating on NO. 8 by 3/4" spaced 1" wide vinyl seats available with 1" thick vinyl. Features a colorful green line of wear protection. Available in black, green or gray. Available in black, green or gray. Available in black, green or gray.

- ITEM #864727 ROUND SINGLE POST TABLE
ITEM #864729 ROUND SINGLE POST TABLE WHEELCHAIR ACCESS
WHEELCHAIR MODEL REMOVES ONE SEAT
- ITEM #866077 ROUND PORTABLE TABLE
ITEM #866079 ROUND PORTABLE TABLE WHEELCHAIR ACCESS
WHEELCHAIR MODEL REMOVES ONE SEAT
- ITEM #764050 HEX SINGLE POST TABLE
ITEM #764052 HEX SINGLE POST TABLE WHEELCHAIR ACCESS
WHEELCHAIR MODEL REMOVES ONE SEAT
- ITEM #88642 36" SQUARE TOP ONLY FOR YOUR WOODWARD BASE
ITEM #88643 36" ROUND TOP ONLY FOR YOUR WOODWARD BASE
Available from Sonic approved equipment vendors.

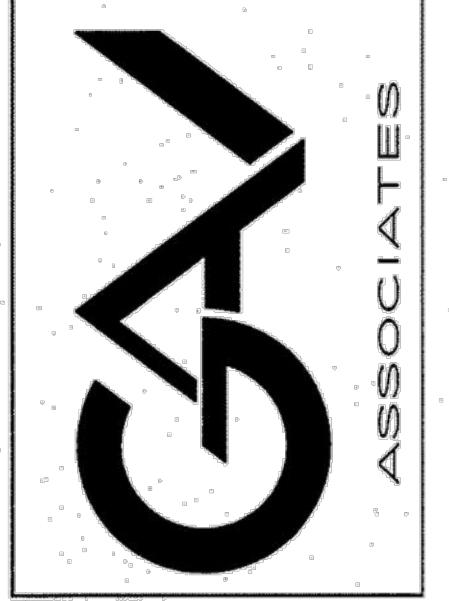


PROPOSED SONIC RESTAURANT
SCALE: 1/4" = 1'-0"

ISSUED FOR	DATE
BPA	7-6-17
BPA REVISIONS	8-2-17

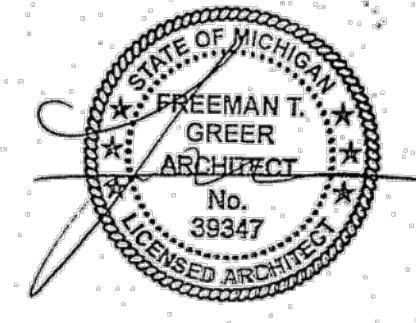
ARCHITECTURAL DESIGN
RESIDENTIAL
COMMERCIAL
INDUSTRIAL

G.A.V. ASSOCIATES, INC.
2401 ORCHARD LAKE RD., STE. 100A
FARMINGTON, MICHIGAN 48336
PH: (248) 985-9101
WEB: WWW.GAVASSOCIATES.COM



PROPOSED NEW RESTAURANT FOR:
SONIC AMERICA'S DRIVE IN - STORE #6568
3745 DIX HIGHWAY
LINCOLN PARK, MICHIGAN

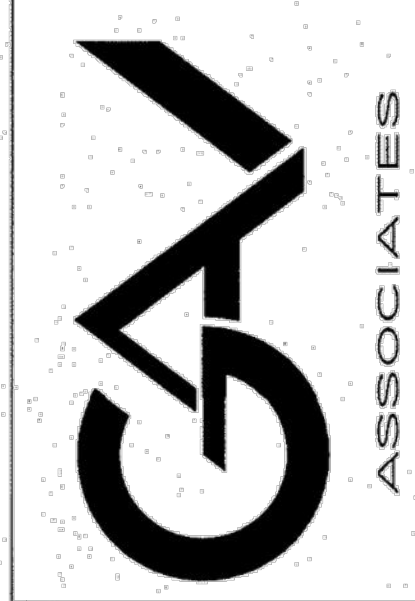
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FILE NAME : 17067_A101		
JOB # : 17067		
SHEET TITLE		
PROPOSED FLOOR PLAN AND SIGNAGE		
SHEET #		
A.101		



ISSUED FOR	DATE
SFA	7-6-17
SFA REVISIONS	8-7-17

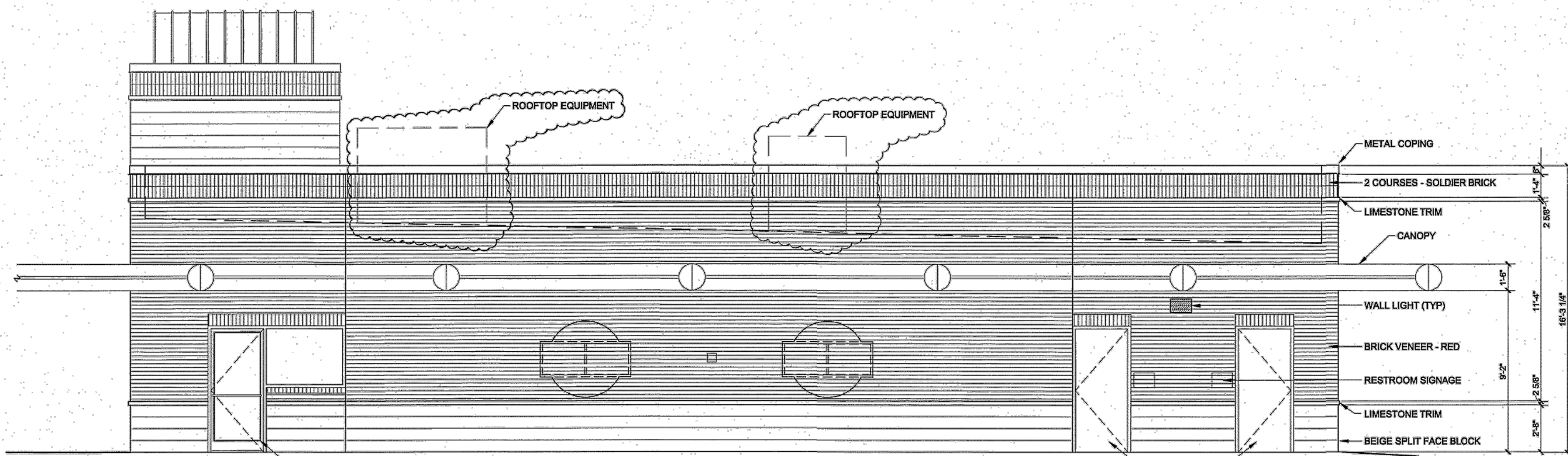
ARCHITECTURAL DESIGN
 RESIDENTIAL
 COMMERCIAL
 INDUSTRIAL

G.A.V. ASSOCIATES, INC
 2401 ORCHARD LAKE RD., STE. 180A
 FARMINGTON, MICHIGAN 48335
 PH: (248) 985-9101
 WEB: WWW.GAVASSOCIATES.COM



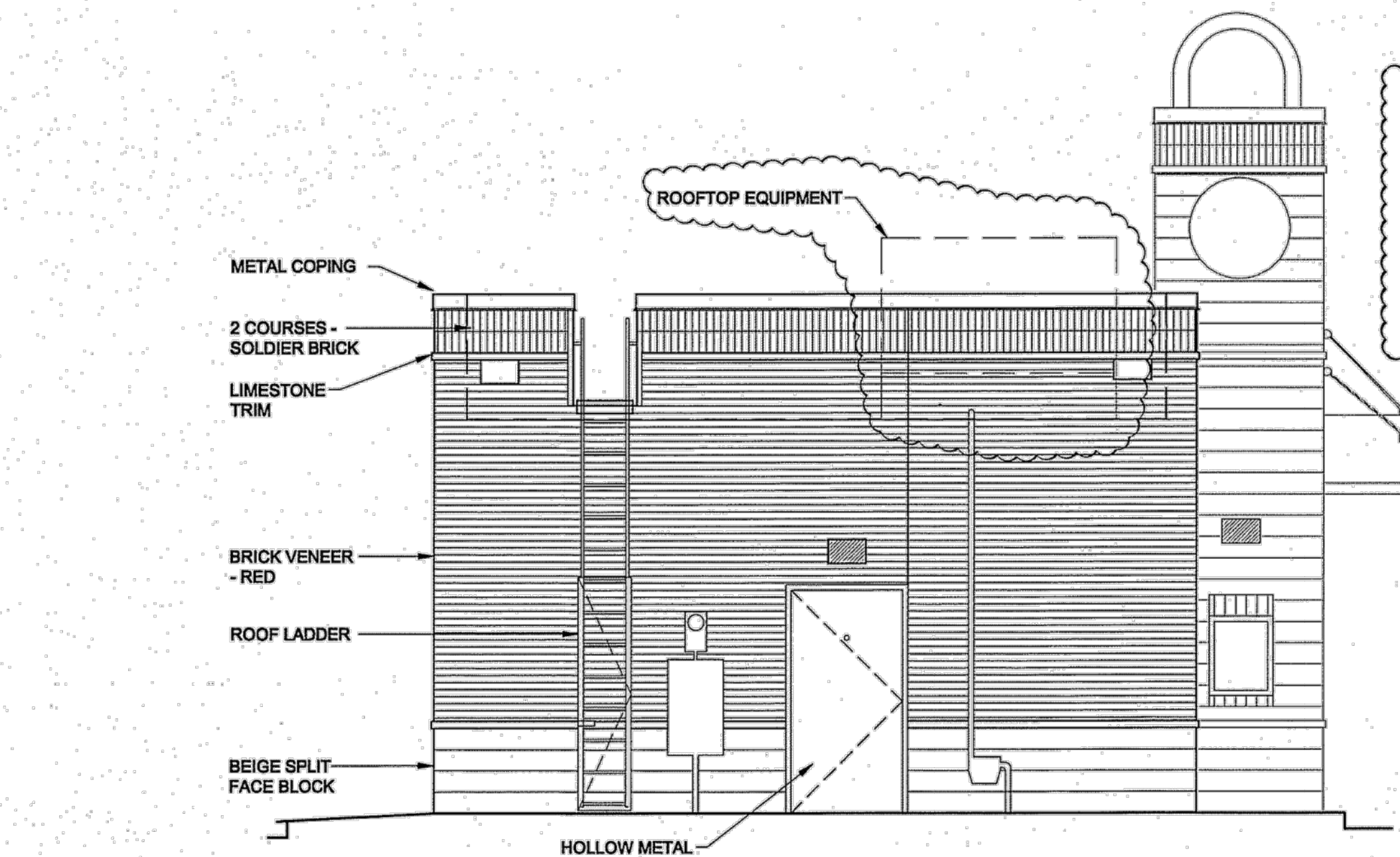
PROPOSED NEW RESTAURANT FOR:
 SONIC AMERICA'S DRIVE IN - STORE #6568
 LINCOLN PARK, MICHIGAN

DRAWN:	DESIGNED:	CHECKED:
DS	DS/SA	SA
SCALE: 1/4" = 1'-0"		
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JOB #: 17067		
SHEET TITLE		
PROPOSED EXTERIOR ELEVATIONS		
SHEET #		
A.201		



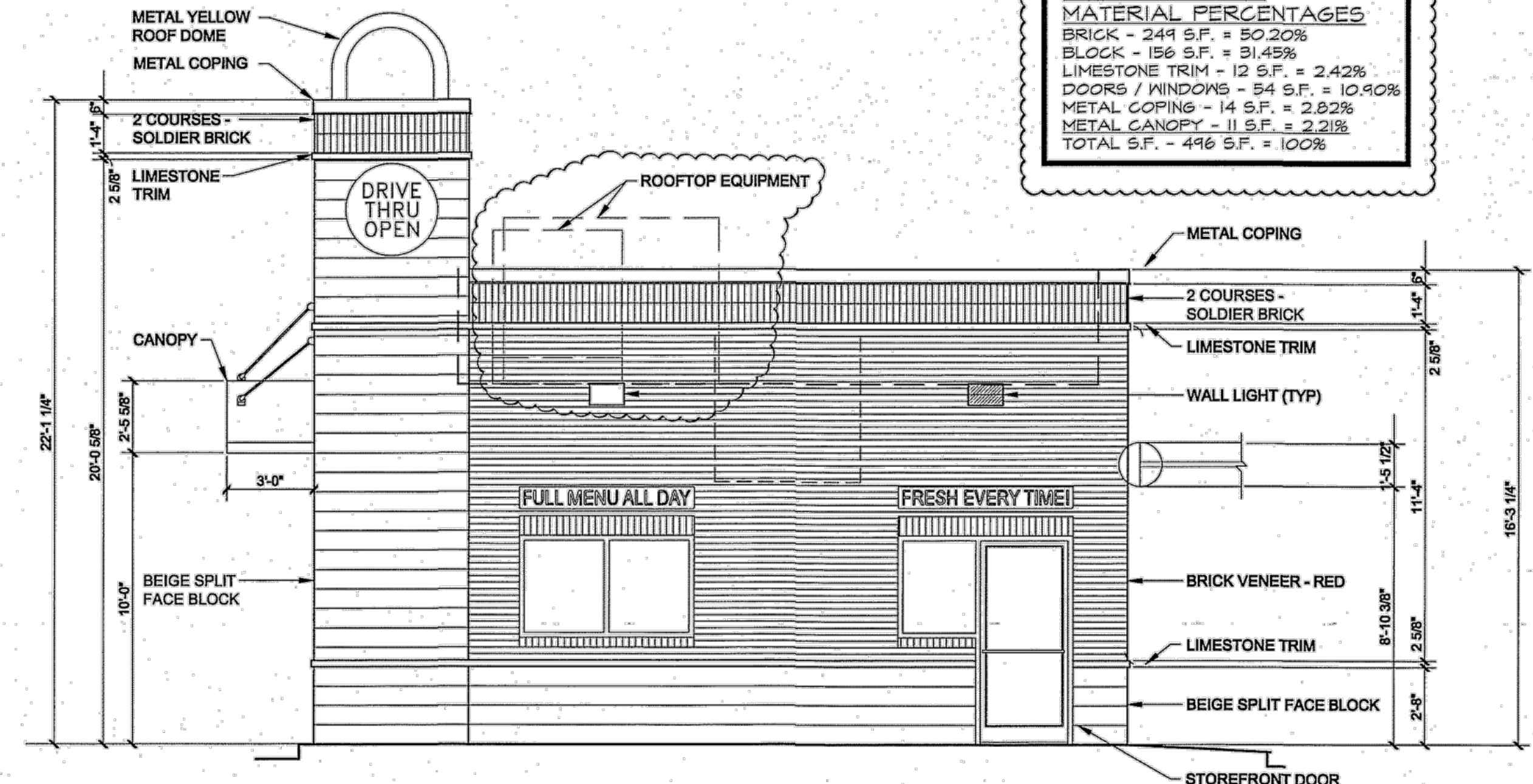
SOUTH ELEVATION MATERIAL PERCENTAGES
 BRICK - 127 S.F. = 54.74%
 BLOCK - 203 S.F. = 89.68%
 LIMESTONE TRIM - 31 S.F. = 2.54%
 DOORS / WINDOWS - 88 S.F. = 7.24%
 METAL COPING - 40 S.F. = 3.24%
 METAL CANOPY - 128 S.F. = 10.51%
 TOTAL S.F. - 1217 S.F. = 100%

SOUTH ELEVATION
 SCALE: 1/4" = 1'-0"



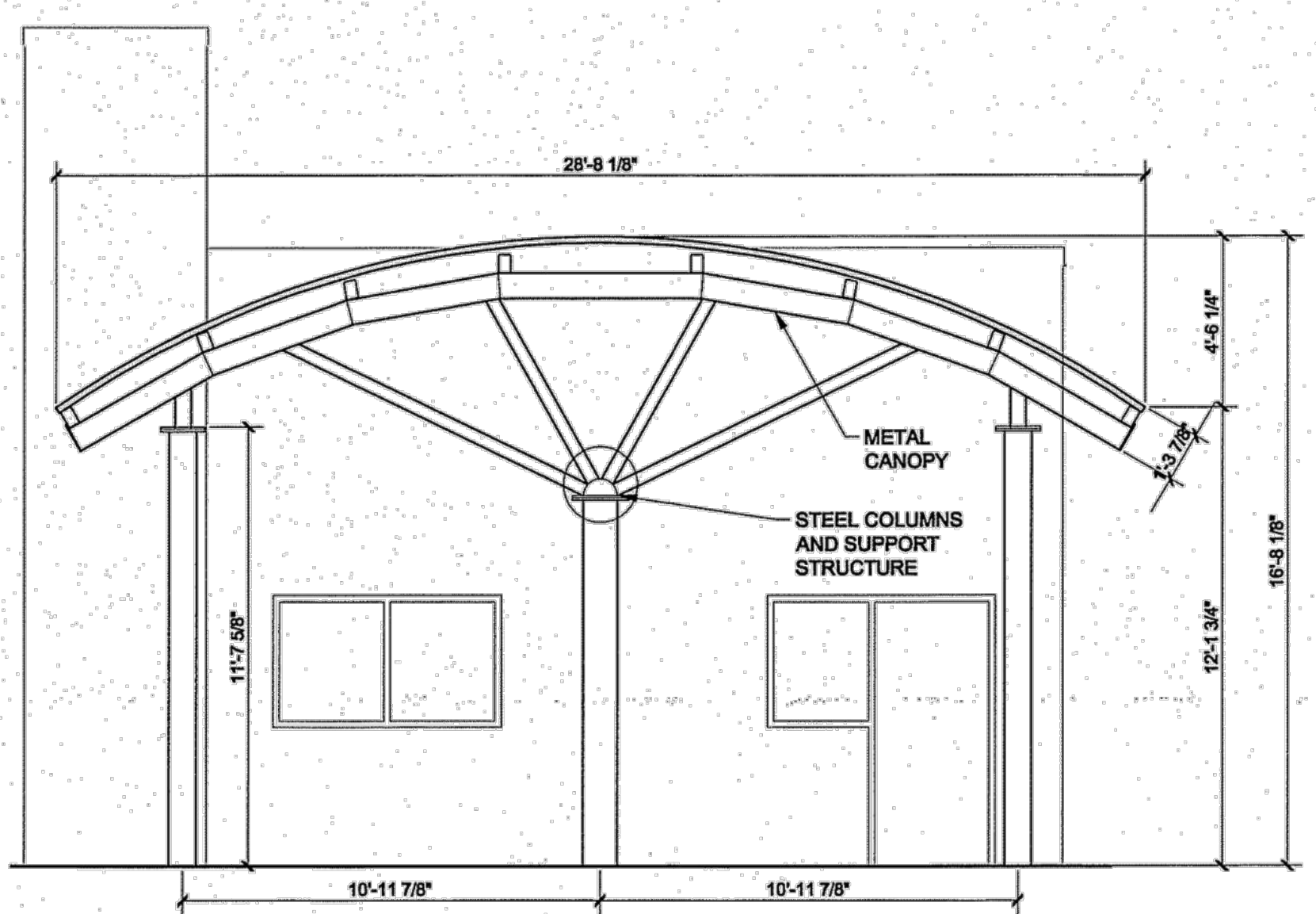
EAST ELEVATION MATERIAL PERCENTAGES
 BRICK - 288 S.F. = 58.84%
 BLOCK - 181 S.F. = 26.78%
 LIMESTONE TRIM - 12 S.F. = 2.59%
 DOORS / WINDOWS - 32 S.F. = 6.53%
 METAL COPING - 15 S.F. = 3.06%
 METAL CANOPY - 11 S.F. = 2.25%
 TOTAL S.F. - 489 S.F. = 100%

EAST ELEVATION
 SCALE: 1/4" = 1'-0"



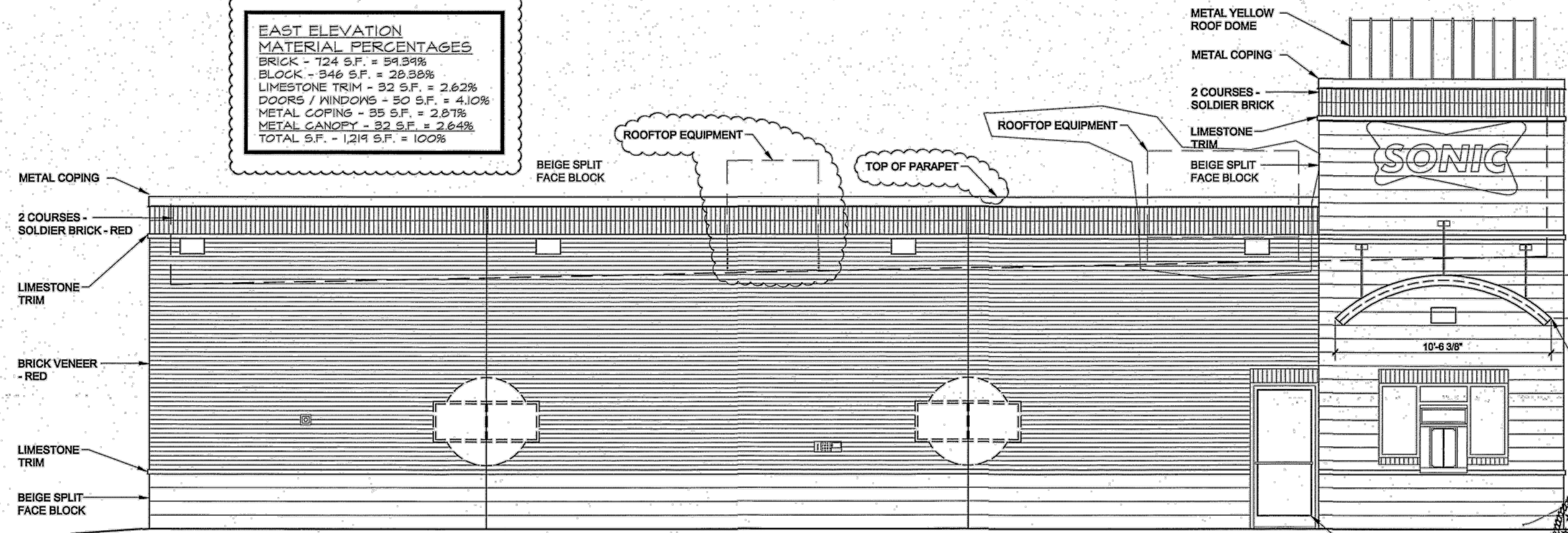
WEST ELEVATION MATERIAL PERCENTAGES
 BRICK - 244 S.F. = 50.20%
 BLOCK - 156 S.F. = 31.45%
 LIMESTONE TRIM - 12 S.F. = 2.42%
 DOORS / WINDOWS - 54 S.F. = 10.90%
 METAL COPING - 14 S.F. = 2.82%
 METAL CANOPY - 11 S.F. = 2.21%
 TOTAL S.F. - 496 S.F. = 100%

WEST ELEVATION
 SCALE: 1/4" = 1'-0"

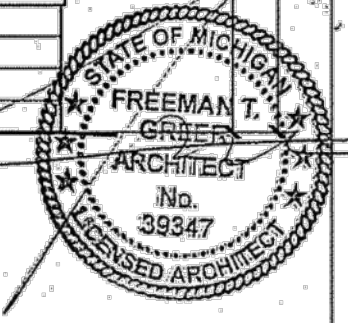


EAST ELEVATION MATERIAL PERCENTAGES
 BRICK - 724 S.F. = 59.93%
 BLOCK - 346 S.F. = 28.38%
 LIMESTONE TRIM - 32 S.F. = 2.62%
 DOORS / WINDOWS - 50 S.F. = 4.10%
 METAL COPING - 35 S.F. = 2.87%
 METAL CANOPY - 32 S.F. = 2.64%
 TOTAL S.F. - 1219 S.F. = 100%

WEST ELEVATION COVERED PATIO ELEVATION
 SCALE: 1/4" = 1'-0"



NORTH ELEVATION
 SCALE: 1/4" = 1'-0"



1491 Southfield Road – American Renal Associates
Special Land Use Review

Applicant	Dr Rabih Bazzi
Project	American Renal Associates Lincoln Park Kidney Center
Address	1491 Southfield
Date	August 8, 2017
Request	Special Land Use Approval
Recommendation	Approval, contingent on Site Plan Approval

REQUEST

The applicant proposes a medical use (dialysis facility) of 10,660 square feet, with an additional 3,900 square feet of storage space to be used for physician operation the proposed clinic. The property is zoned Central Business District. Medical Offices of up to 10,000 square feet are permitted in this district as a principal permitted use, and “uses similar to the principal permitted uses” are permitted after Special Approval.

CRITERIA FOR REVIEW

The following conditions are all required to be met before a Special Land Use approval may be granted:

- 1) The special use will promote the use of land in a socially and economically desirable manner for persons who will use the proposed land use or activity, for landowners and residents who are adjacent thereto and for the City as a whole;
This condition is met.
- 2) The special use is compatible and in accordance with the goals, objectives and policies of the City's Comprehensive Development Plan;
This condition is met.
- 3) The special use is necessary for the public convenience at that location;
This condition is met.

- 4) The special use is compatible with adjacent uses of land, and can be constructed, operated and maintained so as to continue to be compatible with the existing or intended character of the general vicinity and so as not to change the essential character of the area in which it is proposed;
This condition is met.
- 5) The special use is so designed, located and proposed to be operated that the public health, safety and welfare will be protected;
This condition is met.
- 6) The special use can be adequately served by public services and facilities without diminishing or adversely affecting public services and facilities to existing land uses in the area;
This condition is met.
- 7) The special use will not cause injury to the value of other property in the neighborhood in which it is to be located;
This condition is met.
- 8) The special use will protect the natural environment, help conserve natural resources and energy, and will not involve uses, activities, processes, materials and equipment or conditions of operation that will be detrimental to the natural environment, public health, safety or welfare by reason of excessive production of traffic, noise, smoke, odors or other such nuisance;
This condition is met.
- 9) The special use is within the provisions of uses requiring special approval as set forth in the various zoning districts herein, is in harmony with the purposes and conforms to the applicable regulations of the zoning district in which it is to be located, and meets applicable site design standards for use in Section 1296.02; and
This condition is substantially met, subject to the specific outcome of the evaluation and approval of the Site Plan by the Planning Commission.
- 10) The special use is related to the valid exercise of the City's police power and purposes which are affected by the proposed use or activity.
This condition is met.

RECOMMENDATION

Approval, contingent upon Site Plan Approval

1491 Southfield Road – American Renal Associates

Site Plan Review

Applicant	Dr Rabih Bazzi
Project	American Renal Associates Lincoln Park Kidney Center
Address	1491 Southfield
Date	August 8, 2017
Request	Site Plan Approval
Recommendation	Denial

GENERAL

All elements of the site plan shall be designed to take into account the site's topography, the size and type of plot, the character of adjoining property, and the traffic operations of adjacent streets. The site shall be developed so as not to impede the normal and orderly development or improvement of surrounding property for uses permitted in this Zoning Code. The site plan shall conform with all requirements of this Zoning Code, including those of the applicable zoning district(s).

Project and Site Description

Project History

An incomplete site plan and application in were submitted in April 2016, proposing a Dialysis Center at the project site of 1491 Southfield Road. The materials were returned to the applicant with an annotated Lincoln Park Site Plan Review Checklist. On June 1, 2016, the applicant responded to the annotated checklist by noting that many of the requested items reflected existing conditions. It was communicated verbally to the applicant's architect that the change in use required bringing the site into compliance with the current zoning code. A zoning verification letter was provided to the applicant along with a hard copy of the Development Standards in the Central Business District ordinance excerpt in a meeting on June 9, 2016. No further communication was received by the Planning Department throughout 2016.

A revised, but still incomplete, site plan was submitted to the Building Department in March 2017. A revised and annotated Lincoln Park Site Plan Review Checklist was returned to the applicant, who directed the Planning Consultant to the new architect in charge of the project. The new architect requested a link to the Zoning Code on March 24, 2017; in an email dated March 27, 2017, the applicant's architect was directed to the City's zoning code and the specific provisions containing the landscaping standards, architectural standards, and access management standards to assist in the redevelopment of the site plan.

Several revisions were apparently made to the site plan drawings in March, April, and May of 2017, without contact from the Planning Consultant. A demolition permit was requested in June 2017, triggering the Building Department to review the status of the project's Planning approvals. As no further information had been provided to Planning since the previous incomplete site plan submission,

the applicant was provided with a memorandum explaining that the project is required by ordinance to undergo Site Plan Review. The memo, which is dated June 12, 2017, directs the applicant to the City's architectural standards, access management standards, and the development standards which apply directly to the Central Business District.

A full site plan set was submitted on June 20, 2017, which was substantially complete. At the applicant's request to help accommodate state-level licensing procedures associated with the medical use, the Planning Consultant agreed to conduct a very preliminary review of the plans to see if the proposal conformed substantially to the City's regulations and, if so, to try and facilitate concurrent demolition and approval. This preliminary review revealed substantial noncompliance with the architectural, access management, and landscaping standards. These noncompliant conditions were communicated to the applicant; however, a demolition permit was issued on June 29.

A revised set of plans was presented to the Planning Commission for preliminary review on July 24, 2017. The Planning Consultant report identified the specific discrepancies between the proposal and the ordinance requirements. The applicant has confirmed that no revisions to this plan set have been carried out or are anticipated since that meeting, and that the applicant desires to appear before the Planning Commission on August 16. Therefore, this final review is based upon that plan set.

Project description

The applicant proposes proposed to provide a shell for a new proposed dialysis medical office for the community of Lincoln Park, and separate storage for the physician's use. The dialysis center portion will be 10,660 gross s.f. of which will support 25 outpatient stations, exam room, and support staff offices. Further, the applicant states the remaining portion of the building is divided into an egress corridor and two storage rooms for the doctor's use only; these are 1,518 and 1,222 gross square feet.

The site improvements will include restriping the existing one-way parking lot, to have stalls that are code compliant, a new dumpster enclosure is to be provided. The proposed medical office dialysis center will start with four (4) staff, and when fully operational there will be up to 15 to 17 staff. Hours of operation are from 5am to 6pm.

[This facility will serve residents outside the City of Lincoln Park.](#)

Site conditions



Figure 1: Aerial View

Land Use and Zoning

Intent; Desirable Uses and Elements

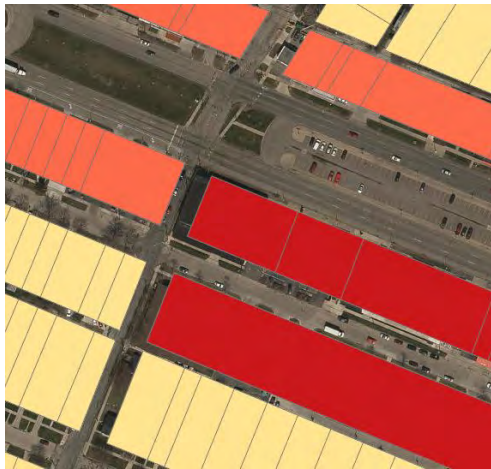
The Lincoln Park Master Plan identifies Downtown Commercial as the appropriate land use category for this parcel.

“The commercial heart of the City is found in the **Downtown Commercial** land use category. Restaurants, entertainment venues, and specialty retail stores should be the focus of this district. Businesses should welcome pedestrian traffic with attractive storefronts and outdoor seating. Parking for automobiles is ideally located on the street, behind buildings (shared parking lots), or in parking structures. Building in the downtown should project a strong “street presence,” with heights of two to three stories, detailed architecture, durable building materials, and minimal or zero front and side setbacks. The Downtown Commercial area includes a mix of land uses, including groundfloor retail and upper-floor office and residential uses, governed by specific design criteria to ensure compatibility.” – 2007 Comprehensive Plan

The proposed use, Medical Office, is not specifically supported in the Future Land Uses described in the Master Plan.

Zoning

The property is zoned Central Business District. Medical Offices of up to 10,000 square feet are permitted in this district as a principal permitted use, and “uses similar to the principal permitted uses”



are permitted after Special Approval.

The applicant proposes a medical use of 10,660 square feet, with an additional 3,900 square feet of storage space to be used for physician operation the proposed clinic. The project therefore requires Special Land Use approval.

Proposed and Existing Uses

Site	CBD; medical office	
North	ROW then MBD;	Figure 2: Zoning Map

East	CBD;
South	CBD;
West	ROW then MBD;

Dimensional Standards

The dimensional requirements of the CBD district are described in the chart below. (§1294.32, except where noted.)

	Required	Provided	Compliance
Lot Width	30'	~120'	Met
Street Frontage (§1294.09)	Shrubbery and low retaining walls 2 ½' < height < 8'	No shrubbery proposed at intersection	Met
Lot Area	3,000	16,800	Met
Lot Coverage	100% max		Met
Height	3 stories / 40'	1 story / 22'	Met
Setback – Front	0' min		Met
Setback – Sides	0' min		Met
Setback – Rear	0' min		Met

Items to be addressed

None

BUILDING DESIGN

The building design shall relate to the surrounding environment in regard to texture, scale, mass, proportion, and color. High standards of construction and quality materials will be incorporated into the new development. In addition to following design guidelines adopted in specific district or sub-area plans, the building design shall meet the requirements of Section 1296.04, Standards for Architecture and Building Materials.

Required	Compliance
<ul style="list-style-type: none"> • Building mass, height, bulk and width-to-height ratio within 50-150% of buildings within 500' 	Not met, existing
<ul style="list-style-type: none"> • Architectural variety • Similar materials and entrances to buildings within 500' 	Does not appear to be met. Applicant to provide documentation.

Required	Compliance
<ul style="list-style-type: none"> • Building materials: primarily natural products conveying permanence (brick, decorative masonry block, stone, or beveled wood siding) = 75% of each façade (industrial districts, 50% if facing ROW) – not met • 25% may be glass, exterior insulation finish systems (EIFS), vinyl, aluminum, or steel siding; or similar synthetic or highly-reflective materials (industrial districts not facing public streets or freeways, these and pre-cast concrete or plain masonry block) – not met • Natural colors (bright for decorative features only) - <i>Met</i> 	<p>Not met, existing. EIFS has been protected by landscaping and guard rails below three feet from ground; aesthetic concerns remain</p>
<ul style="list-style-type: none"> • Façade: <100' uninterrupted (~130) • If >100' = recesses, off-sets, angular forms, arches, colonnades, columns, pilasters, detailed trim, brick bands, contrasting courses of material, cornices or porches • All sides similar – not met 	<p>Not met, existing</p>
<ul style="list-style-type: none"> • Windows: vertical, recessed, visually-obvious sills – not met, existing • Spaces between windows = columns, mullions, or material found elsewhere on the façade – met? • Front facades > 25% windows - <i>Met</i> • Size, shape, orientation, spacing to match buildings within 500' – N/A 	<p>Not met, existing</p>
<ul style="list-style-type: none"> • Main entrances: doors larger – met • Framing devices (overhangs, recesses, peaked roof forms, porches, arches, canopies, parapets, awnings, display windows, accent colors, tile work, moldings, pedestrian-scale lighting, distinctive door pulls) – transoms 	<p><i>Met</i></p>
<ul style="list-style-type: none"> • Pitched / shingled roof forms – flat roof • Overhanging eaves with slope of 0.5 to 1 - no eaves • Rooflines >100' = roof forms, parapets, cornice lines - none • Roof-top mechanical equipment screened by roof form. – no equipment shown 	<p>Not met, existing</p>

§1280.05 DEVELOPMENT STANDARDS FOR THE CENTRAL BUSINESS DISTRICT

- (a) Building Entrances. All buildings shall have at least one public entrance that faces the street. Rear entrances are permitted only if there is a primary entrance from the main street.

There is no entrance facing Southfield; this condition is existing.

Doors measuring seven (7) and eight (8) feet high are strongly suggested. Doors measuring six (6) feet, eight (8) inches high shall have a glass transom with a minimum height of twelve (12) inches.

Door measurements: 7' x 8'. *This condition is met*

- (b) Facade Design. All building facades that face a street shall conform with the requirements of Section 1296.04, Standards for Architecture and Building Materials, and with the following design criteria:

- (1) Fenestration. All facades visible from the street must be glazed with transparent glass, with the following requirements:

- A. First floor: minimum sixty percent (60%) of facade, seventy percent (70%) maximum.

45% fenestration; this condition is not met, existing

- B. Second floor: minimum thirty percent (30%) of facade, sixty percent (60%) maximum.

There is no second floor; this condition is not met, existing

Glazing on first floor (retail space) to occur between two (2) feet, six (6) inches (minimum) and eight (8) feet (maximum) above sidewalk.

Glazing occurs between 1'0" and 12'0" above sidewalk; this condition is not met, existing

First floor height shall be twelve (12) foot minimum.

This condition is met.

Blank, windowless walls are prohibited.

This condition is met.

Vertical window orientation shall have a ratio of one (1) wide to two (2) high minimum, and shall be consistent with adjacent buildings. Each shutter to be mounted on either side of a window shall be equal to one-half ($\frac{1}{2}$) of the width and one (1) times the height.

Ratio = 0.53; no shutters are proposed. This condition is met.

- (2) Building materials. Buildings are to be constructed from permanent materials that will weather handsomely over time, such as brick, stone, masonry, or other natural materials. Buildings with multiple storefronts shall be unified through the use of architecturally compatible materials, colors, details, awnings, signage, and lighting fixtures.

The building is mostly constructed of EIFS, with glass accents; this condition is existing.

- (3) Exterior colors. Exterior colors shall be compatible with the colors on adjacent buildings, subject to review and approval by the Planning Commission. Proposed colors shall be specified on the site plan. Bright or fluorescent colors are prohibited. Samples of building materials and colors are required at the time of site plan review for review and approval of the Planning Commission. Site plan reviews may be tabled for lack of building samples.

Applicant shall provide colors and samples for the Public Hearing.

- (c) Side or Rear Facade Design. Wherever a side or rear facade is visible from a public street, or if parking is located at the side or rear of a building, the facade shall be designed to create a pleasing appearance, in accordance with the following design criteria:

- (1) Materials and architectural features similar to those present on the front of the building shall be used on the side or rear facade. All visibly exposed sides of a building shall have an articulated base course and cornice. The base course shall align with either the kickplate or sill level of the first floor. The cornice shall terminate or cap the top of a building wall, and may project out horizontally from the vertical building wall plane and may be ornamented with moldings, brackets and other details. The middle section of a building may be horizontally divided at the floor, lintel, or sill level with belt or string courses.

Materials and architectural features are similar, and similarly nonconforming. There is no base course or cornice. This condition is existing.

- (2) Waste receptacle and service areas shall be completely screened with a decorative masonry wall as approved by the Planning Commission.

Dumpster plan detail indicates screening on three sides along with a gate enclosure on the front (north side). Material detail has been noted on sheet A1.00. This condition is met.

- (3) Open areas shall be landscaped with lawn, ground cover, ornamental shrubs and trees. On every site involving new development or redevelopment, foundation plantings adjacent to the building shall be provided. The species and design shall meet the requirements of Section 1296.03, Landscaping Standards, of this Zoning Code.

The applicant provides a Landscape plan, which is evaluated under "Landscaping, screening, and open space."

Foundation plantings adjacent to the building have been provided; this condition is met.

- (d) Awnings. Awnings shall be permitted on buildings as follows:

- (1) All awnings must be made from canvas fabric or similar water-proofed material, rather than metal, aluminum, plastic, or rigid fiberglass.
- (2) All awnings shall be attached directly to the building, rather than supported by columns or poles.
- (3) In buildings with multiple storefronts, compatible awnings should be used as a means of unifying the structure.

Awnings are indicated on the elevation drawings and sheet A1.10. The applicant letter dated July 10, 2017 notes awning detail is provided on sheet A2.40, which we did not receive.

- (e) Lighting. These standards are addressed under "Lighting."

- (f) Parking. These standards are addressed under "Parking."

- (g) Landscaping. These standards are assessed under "Landscaping, Screening, and Open Space."

- (h) Building Setback. Buildings shall be built at lot lines with no setbacks, or the average setback of other buildings on the block, as determined by the Planning Commission.

This condition is met.

- (i) Building Height. The minimum height of all buildings shall be two (2) stories and twenty-eight (28) feet. Both stories shall contain habitable commercial, office, or residential space.

The building height is 22'. It appears that the building is a single story. These conditions are existing.

- (j) Building Mass. Buildings located at gateways entering the Central Business District shall mark the transition into and out of the downtown in a distinct fashion, using massing, additional height, contrasting materials and architectural embellishments to obtain this effect. Buildings on corner lots shall be considered more significant structures, since they have at least two (2) front facades visibly exposed to the street. The Planning Commission may require additional height and architectural embellishments, such as corner towers, relating to their location.

This building marks the gateway to the Central Business District from the west. No distinctive architectural features are proposed or existing. This condition is existing. There are decorative sconces and paint variation used to accent the

building.

- (k) Service Access. A service alley or designated loading space shall be reserved at the rear of the building.

This item is addressed under “Loading and Unloading.”

- (l) Sidewalk Displays. Sidewalk displays shall be permitted directly in front of an establishment, provided at least five (5) feet of clearance is maintained along pedestrian circulation routes.

No sidewalk displays are anticipated. This condition is not applicable.

- (m) Courtyards and Plazas. Exterior public and semi-public spaces, such as courtyards or plazas, shall be designed for function, to enhance surrounding buildings and provide amenities for users, in the form of textured paving, landscaping, lighting, street trees, benches, trash receptacles and other items of street furniture, as appropriate. Courtyards shall have recognizable edges defined on at least three (3) sides by buildings, walls, elements of landscaping, and elements of street furniture, in order to create a strong sense of enclosure.

No courtyards or plazas are proposed. This condition is not applicable.

- (n) Mechanical Equipment. These standards are addressed under “Mechanical Equipment.”

Items to be addressed

- Overall, this proposal does not substantially comply with the City’s requirements for building design. Building bulk, materials, design features, roof form, and eaves do not comply with the standards. With the exception of a change in color, the applicant has proposed no features which attempt to bring the building into closer compliance.*
- This proposal also does not substantially comply with the City’s architectural standards for the Central Business District. Building entrance, glazing heights, materials, and architectural features do not comply with the standards. In particular, this building is required by ordinance to mark the gateway to the Central Business District to the west “in a distinct fashion.” Only foundation plantings have been proposed to attempt to bring the building into closer compliance.*

PRESERVATION OF SIGNIFICANT NATURAL FEATURES

Judicious effort shall be used to preserve the integrity of the land, existing topography, and natural, historical, and architectural features as deemed in this Zoning Code, in particular flood hazard areas and wetlands designated/regulated by the Michigan Department of Environmental Quality, and, to a lesser extent, flood hazard areas and wetlands which are not regulated by the Department.

No significant natural features remain on the site to be preserved.

Items to be addressed

None

SIDEWALKS, PEDESTRIAN AND BICYCLE CIRCULATION

The arrangement of public or common ways for vehicular and pedestrian circulation shall be connected to existing or planned streets and sidewalks/ pedestrian or bicycle pathways in the area. There shall be provided a pedestrian circulation system which is separated from the vehicular circulation system. In order to ensure public safety, special pedestrian measures, such as crosswalks, crossing signals and other such facilities may be required in the vicinity of primary and secondary schools, playgrounds, local shopping areas, fast food/ service restaurants and other uses which generate a considerable amount of pedestrian or bicycle traffic.

Sidewalks are present on the north, west, and south sides of the building. A 5' path is provided to link the sidewalk along the front (north) side of the building to the main entrance, which is on the east side of the building. No bicycle parking is provided; this is reasonable in consideration of the intended use.

Items to be addressed

None

PARKING

The number and dimensions of off-street parking [spaces] shall be sufficient to meet the minimum required by this Zoning Code. However, where warranted by overlapping or shared parking arrangements, the Planning Commission may reduce the required number of parking spaces, as provided in this Zoning Code.

Use	Required	Proposed	Compliance
Medical office	Because of its adjacency to a municipal parking lot, this parcel does not carry parking requirements	3	Met

Medical offices require seven for every 1,000 sf of gross floor area. Per section 1290.01 (m), the applicant is exempt from off-street parking requirements.

Items to be addressed

None

BARRIER-FREE ACCESS

The site has been designed to provide barrier-free parking and pedestrian circulation.

Required Spaces	Required Barrier-Free Spaces	Proposed Barrier-Free Spaces	Compliance
Because of its adjacency to a municipal parking lot, this parcel does not carry parking requirements	Because of its adjacency to a municipal parking lot, this parcel does not carry parking requirements	2	Met

Items to be addressed

None

LOADING

All loading and unloading areas and outside storage areas, including refuse storage stations, shall be screened in accordance with this Zoning Code.

Gross Floor Area	Loading Spaces – Required	Loading Spaces – Provided	Compliance
14,300	1	0	Not met

One loading space has been indicated, measuring approximately 23.5’ by 7.5’ (standard loading space is 50’ by 10’). The City is not supportive of using Cleophus Parkway as a service access. The Planning Commission may reduce or waive the loading space required for a specific use, provided they determine that no good purpose would be served by providing the required loading space.

Items to be addressed

- One loading space has been indicated which measures approximately 35% of a standard loading space. The Planning Commission may reduce or waive the loading space provided the members determine that no good purpose would be served by providing the required loading space.*

ACCESS, DRIVEWAYS, AND VEHICULAR CIRCULATION

Safe, convenient, uncongested, and well-defined vehicular and pedestrian circulation within and to the site shall be provided. Drives, streets, parking and other elements shall be designed to discourage through traffic, while promoting safe and efficient traffic operations within the site and at its access points. All driveways shall meet the design and construction standards of the City. Access to the site shall be designed to minimize conflicts with traffic on adjacent streets, particularly left turns into and from the site. For uses having frontage and/or access on a major traffic route, as defined in the City of Lincoln Park Comprehensive Development Plan, the number, design, and location of access driveways and other provisions for vehicular circulation shall comply with the provisions of Section 1290.10, Access Management Standards.

Required	Provided	Compliance
<ul style="list-style-type: none"> • Single two-way driveway or pair of one-way driveways • Two-way: 25' < throat width < 30' (face to face of curb). One-way paired: each 20' measured perpendicularly. May be separated by 10' median; sidewalks shall be continued or maintained • 25' radii; 30' radii where daily truck traffic expected • Corner lots: one access point per street with >100' frontage • If frontage >300' and documented need (ITE), may allow additional access with design restrictions • If frontage >600', max of 3 drives may be allowed; one with design restrictions 	<ul style="list-style-type: none"> • Single one-way driveway; this condition is existing • Curbs are not indicated on site plan in order to measure throat width • 25' radius indicated on detail but not drawn on site plan 	<p>The existing layout of the site provides a single one way driveway. The curbs and radius are existing.</p>
<ul style="list-style-type: none"> • Shared access: driveways along property lines, connecting parking lots, on-site frontage roads, rear service drives. Encouraged and may be required for sites within 1/4 mile of major intersections; having dual frontage; with <300' frontage; with sight distance problems; along congested or accident-prone roadway segments • Connection to adjacent facilities may be required; site accommodation may be required for future connection to undeveloped adjacent property • Letters of agreement or access easements required 		<p>Applicant to supply consideration of shared access</p>
<ul style="list-style-type: none"> • Triangular unobstructed view areas: from corner of two ROWs, 25' along each; from corner of ROW and driveway, 10' along driveway and 5' along ROW • Grass / groundcover only in 3' strip abutting driveway and ROW • Trees permitted if trimmed between 30" and 6' from ground level 		<p>Met</p>
<ul style="list-style-type: none"> • May require drive to be located on the far side of the property from congested intersections • >150' from signalized intersection or 4-way stop, or right-turn-only at 75' from intersection • >100' otherwise • >200' from centerline of I-75 access ramps 	<p>~125' from unsignalized intersection</p>	<p>Met</p>
<ul style="list-style-type: none"> • Same side of street: Driveway spacing determined by speed limits in §1290.10 • Across the street: Driveways directly aligned or >150' offset (excludes right-turn-only) • Directional driveways, divided driveways, and deceleration tapers and/or by-pass lanes may be required by the Planning Commission where they will reduce congestion and accident potential 	<p>~72' separation along same side of street; this condition is existing</p> <p>Speed limit along Southfield has been indicated as 35 mph</p>	<p>Not met</p>

The proposal as presented does not meet the Access Management standards of 1290.10. The following provision of the Zoning Ordinance is available to the Planning Commissioners for consideration:

- (4) For expansion and/or redevelopment of existing sites where the Planning Commission determines that compliance with all the standards of this section is unreasonable, the standards shall be applied to the maximum extent possible. In such situations, suitable alternatives which substantially achieve the purpose of this section may be accepted by the Planning Commission, provided that the applicant demonstrates that all of the following apply:
 - A. The size of the parcel is insufficient to meet the dimensional standards.
 - B. The spacing of existing, adjacent driveways or environmental constraints prohibit adherence to the access standards at a reasonable cost.
 - C. The use will generate less than five hundred (500) total vehicle trips per day or less than seventy-five (75) total vehicle trips in the peak hour of travel on the adjacent street, based on rates developed by the Institute of Transportation Engineers (ITE).
 - D. There is no other reasonable means of access.

Items to be addressed

- Single one-way driveway and driveway spacing do not meet access management standards; these conditions are existing. Curbs and measurements are not indicated on site plan. Planning Commission to determine whether the proposal in the site plan represents application of the standards “to the maximum extent possible.”*
- The Southfield Freeway (M-39) is under the jurisdiction of the Michigan Department of Transportation. All permissions granted by the City of Lincoln Park for work in the right-of-way are contingent upon securing appropriate permits with that Department.*

EMERGENCY VEHICLE ACCESS

All buildings or groups of buildings shall be arranged so as to permit necessary emergency vehicle access as required by the Fire Department and Police Department.

Comments are pending from the Lincoln Park Fire Department.

Items to be addressed

- Comments from the Lincoln Park Fire Department are to be received and incorporated.*

STREETS

All streets shall be developed in accordance with the City of Lincoln Park Subdivision Control Ordinance and construction standards, unless developed as a private road in accordance with the requirements of the City.

No new streets are proposed.

Items to be addressed

None

LANDSCAPING, SCREENING, AND OPEN SPACE

The landscape shall be preserved in its natural state, insofar as practical, by removing only those areas of vegetation or making those alterations to the topography which are reasonably necessary to develop the site in accordance with the requirements of this Zoning Code. Landscaping shall be preserved and/or provided to ensure that proposed uses will be adequately buffered from one another and from surrounding public and private property. Landscaping, landscape buffers, greenbelts, fencing, walls and other protective barriers shall be provided and designed in accordance with the provisions of Section 1296.03, Landscaping Standards. Recreation and open space areas shall be provided in all multiple-family residential and educational developments.

	Required	Proposed	Compliance
Street Landscaping	Greenbelt, 10' width minimum with groundcover	2'-3' greenbelt is existing along Southfield and Lafayette; 9' greenbelt along Cleophus. Remaining space is sidewalk.	Not applicable
	1 tree and 4 shrubs per 40' of street frontage 165' Southfield + 145' Lafayette + 165' Cleophus = 475' total = 12 trees and 48 shrubs	11 trees, 55 shrubs or ornamental grasses.	To be considered by Planning Commission
	Where headlights from parked vehicles will shine into the ROW, may require a totally obscuring hedge		Not applicable
Interior Landscaping	10% of total lot area landscaped, including groundcover (~25,000 sf *0.1) = 2500 sf landscaping	The existing building covers approximately 81% of the lot, leaving only 19% of the site to accommodate parking, loading, landscaping, and waste. Planning commission to consider the tradeoff in space among these elements. Landscaping is not currently provided.	To be considered by Planning Commission
	Interior landscaping to be grouped near entrances, foundations, walkways, service areas		
	1 tree per 400 sf of required landscaping and 1 shrub per 125 sf of required landscaping		
Parking	1 deciduous or ornamental tree per 10 parking spaces		Not applicable

	Required	Proposed	Compliance
	100 sf of planting area per tree		Not applicable
Screening	Waste receptacle: Decorative masonry wall of at least 6' with solid or impervious gate		Met

Landscaping is limited by space available on the site. In particular, interior landscaping is not provided and would be difficult to do so, while parking lot landscaping requirements are tied to minimum required parking spaces which are not applicable to this project. Applicant has made a good faith effort to meet the street landscaping requirements. Planning commission consideration is requested.

Items to be addressed

- Planning commission to consider whether 7 additional shrubs is an acceptable substitute for one street landscaping tree*
- Planning commission to consider waiving interior landscaping requirements due to existing lot coverage and competing needs for the remaining open space*

SOIL EROSION CONTROL

The site shall have adequate lateral support so as to ensure that there will be no erosion of soil or other material. The final determination as to adequacy of, or need for, lateral support shall be made by the Building Superintendent or City Engineer.

Soil erosion control measures are under the jurisdiction of Wayne County and shall comply with applicable standards.

Items to be addressed

- Applicant to comply with all soil erosion control measures and permits as issued by Wayne County.*

UTILITIES

Public water and sewer facilities shall be available or shall be provided for by the developer as part of the site development, where such systems are available.

Public water and sewer utilities are available on site.

Items to be addressed

None

STORMWATER MANAGEMENT

Appropriate measures shall be taken to ensure that removal of surface waters will not adversely affect neighboring properties or the public storm drainage system. Provisions shall be made to accommodate stormwater which complements the natural drainage patterns and wetlands, prevent erosion and the formation of dust. Sharing of stormwater facilities with adjacent properties shall be encouraged. The use of detention/ retention ponds may be required. Surface water on all paved areas shall be collected at intervals so that it will not obstruct the flow of vehicular or pedestrian traffic or create standing water.

Stormwater management provisions are addressed in Engineering Review.

Items to be addressed

- Applicant to work with City Engineer to ensure that stormwater systems are appropriately permitted by the City and/or County.*

LIGHTING

Exterior lighting shall be arranged so that it is deflected away from adjacent properties and so that it does not impede the vision of traffic along adjacent streets. Flashing or intermittent lights shall not be permitted.

Development Standards for the Central Business District:

(e) Lighting. Exterior lighting must be placed and shielded so as to direct the light onto the site and away from adjoining properties. The lighting source shall not be directly visible from adjoining properties. Floodlights, wall pack units, other types of unshielded lights, and lights where the lens is visible outside of the light fixture, shall be prohibited, except where historic-style lighting is used that is compatible with existing historic-style lamps approved by the Planning Commission.

Sidewalks and parking areas shall be properly lit to facilitate the safe movement of pedestrians and vehicles and provide a secure environment. In parking areas, the light intensity shall average a minimum of one (1)-foot candle, measured five (5) feet above the surface. In pedestrian areas, the light intensity shall average a minimum of two (2)-foot candles, measured five (5) feet above the surface.

No detail has been provided regarding exterior lighting facilities to determine its type, shielding, and direction.

Photometric plan has been provided, showing light intensity averages which conform to the ordinance.

Items to be addressed

- Applicant to provide lighting fixture detail showing type, shielding, and direction*

NOISE

The site has been designed, buildings so arranged, and activities/equipment programmed to minimize the emission of noise, particularly for sites adjacent to residential districts.

No adverse noise impacts are expected to be associated with this development.

Items to be addressed

None

MECHANICAL EQUIPMENT

Mechanical equipment, both roof and ground mounted, shall be screened in accordance with the requirements of this Zoning Code.

No mechanical equipment or screening is shown. Applicant to confirm that no mechanical equipment will be visible on the roof or the ground.

Items to be addressed

- Applicant to confirm that no mechanical equipment will be visible on the roof or on the ground.*

SIGNS

Signs are reviewed by the Building Department

Items to be addressed

- Appropriate sign permits to be secured from the City of Lincoln Park Building Department*

HAZARDOUS MATERIALS OR WASTE

For businesses utilizing, storing or handling hazardous material such as automobile service and automobile repair stations, dry cleaning plants, metal plating industries, and other industrial uses, documentation of compliance with state and federal requirements shall be provided.

Documentation of compliance with all County, State, and Federal requirements regarding biowaste or other hazardous or sensitive materials shall be provided.

Items to be addressed

- Applicant to provide documentation of compliance with all County, State, and Federal requirements regarding biowaste or other hazardous or sensitive materials.

SITE DESIGN STANDARDS FOR USES PERMITTED AFTER SPECIAL APPROVAL

All applicable standards for uses permitted after special approval are met.

There are no additional site design standards associated with this use.

Items to be addressed

None

OTHER AGENCY REVIEWS

The applicant has provided documentation of compliance with other appropriate agency review standards, including, but not limited to, the Michigan Department of Natural Resources, Michigan Department of Environmental Quality, Michigan Department of Transportation, Wayne County Drain Commission, Wayne County Health Department, and other federal and state agencies, as applicable.

Items to be addressed

- Applicant to secure all appropriate permits from the Michigan Department of Transportation (M-39), Wayne County Drain Commission (stormwater), State and County health authorities, and agencies as applicable.

VARIANCES

No variances are anticipated in association with this project.

Items to be addressed

None

RECOMMENDATIONS

Findings

As presented here, this proposal does not substantially comply with the provisions of Section 1296.01 of the Lincoln Park Zoning Code, Site Plan Approval Criteria. Specifically, the provisions of 1296.04, Standards for Architecture and Building Materials, as well as 1280.05, Development Standards in the Central Business District, have not been accommodated.

Conditions and Waivers

- *Overall, this proposal does not substantially comply with the City's requirements for building design. Building bulk, materials, design features, roof form, and eaves do not comply with the standards. With the exception of a change in color, the applicant has proposed no features which attempt to bring the building into closer compliance.*
- *This proposal also does not substantially comply with the City's architectural standards for the Central Business District. Building entrance, glazing heights, materials, and architectural features do not comply with the standards. In particular, this building is required by ordinance to mark the gateway to the Central Business District to the west "in a distinct fashion." Only foundation plantings have been proposed to attempt to bring the building into closer compliance.*
- *Planning commission to consider whether 7 additional shrubs is an acceptable substitute for one street landscaping tree*
- *Planning commission to consider waiving interior landscaping requirements due to existing lot coverage and competing needs for the remaining open space*
- *One loading space has been indicated which measures approximately 35% of a standard loading space. The Planning Commission may reduce or waive the loading space provided the members determine that no good purpose would be served by providing the required loading space.*
- *Single one-way driveway and driveway spacing do not meet access management standards; these conditions are existing. Curbs and measurements are not indicated on site plan. Planning Commission to determine whether the proposal in the site plan represents application of the standards "to the maximum extent possible."*
- *Applicant to provide lighting fixture detail showing type, shielding, and direction*
- *Applicant to confirm that no mechanical equipment will be visible on the roof or on the ground.*
- *Comments from the Lincoln Park Fire Department are to be received and incorporated.*
- *Appropriate sign permits to be secured from the City of Lincoln Park Building Department*
- *Applicant to work with City Engineer to ensure that stormwater systems are appropriately permitted by the City and/or County.*
- *Applicant to comply with all soil erosion control measures and permits as issued by Wayne County.*
- *The Southfield Freeway (M-39) is under the jurisdiction of the Michigan Department of Transportation. All permissions granted by the City of Lincoln Park for work in the right-of-way are contingent upon securing appropriate permits with that Department.*

planning review



- Applicant to provide documentation of compliance with all County, State, and Federal requirements regarding biowaste or other hazardous or sensitive materials.*

Recommendations

As presented, it is recommended that the Lincoln Park Planning Commission deny this request for Site Plan Approval.

The Planning Commission may choose to table this decision pending the submission and evaluation of a revised site plan which demonstrates greater conformity with the provisions of the Lincoln Park Zoning Code. In this instance, it is recognized that the applicant will bear all costs of resubmission and re-evaluation, and that the Planning Commission (rather than the administrative body) will make the final determination of approval.



August 11, 2017

Ms. Leah DuMouchel, AICP
Beckett & Raeder, Inc.
535 West William St. Suite 101
Ann Arbor, MI, 48103-4978

**Re: ARA Kidney Center
1491 Southfield Road
City of Lincoln Park, MI
Hennessey Project 72089**

Dear Ms. DuMouchel:

Hennessey Engineers, Inc., completed our review of the Preliminary Plan based on the plan submittal date July 10, 2017, and received via email from you.

The proposed development is a 10,660 square foot medical center on Southfield Road with proposed new water service from Cleophus Parkway. All other utilities are existing.

Listed below are some comments that will need to be addressed during the detailed engineering submittal and prior to start of any construction which should not affect the Preliminary Plan approval:

GENERAL

1. Southfield is under the jurisdiction of Wayne County. Any work proposed in the Southfield Right of Way will require Wayne County approval and permit.
2. There are some parking lot repairs being proposed. We will review this during the detailed engineering review.
3. There is a new dumpster proposed at the southeast corner of the site. We will review this during the detailed engineering review.
4. A site grading plan will be required if there will be any changes in the elevation of the parking lot improvements. We will review this during the detailed engineering review.
5. A plans show
6. The plans are showing the water service tying into the existing 6" water main in the Cleophus of right of way south of the site. Hennessey Engineers is working with the City to install a larger water main in this area to service the site.

detailed engineering review. The alley will need to be sawcut and replaced as directed by the engineer and the City. If the storm structure is in poor condition it may be required to be reconstructed. This will be determined by the engineer and the City.

7. Other than the water sewer, all other utilities are existing and will be reused.
8. The removal and replacement of the drive approach on Cheophus will be as directed by the engineer and must be in accordance with the City standards.
9. The City will require any broken, cracked or deteriorated sidewalks on this site to be removed and replaced. The City will determine the sidewalk areas to be removed and replaced.
10. The City will require any broken, cracked or deteriorated drive approaches that will remain on this site to be removed and replaced. The City will determine the drive approach areas to be removed and replaced.
11. The City will require any broken, cracked or deteriorated asphalt pavement that will remain on this site to be removed and replaced. The City will determine the asphalt pavement areas to be removed and replaced.

The comments listed above will be required to be addressed in the detailed engineering review. From an engineering feasibility our office does not have any issues with the approval of the Preliminary Site Plan submittal. Therefore, from the engineering feasibility review it would be our recommendation for the **"approval"** of the Preliminary Site Plan. This is not a detailed engineering review or approval. Once the Planning Commission approves the Site Plan the engineer shall submit 3 sets of signed and sealed plans and a cost estimate to our office for detailed engineering review. An escrow account will need to be established for the detailed engineering review and construction inspection, test and management. Prior to any start of construction the plans must approved by our office.

If you have any questions, please do not hesitate to contact me.

Sincerely,

HENNESSEY ENGINEERS, INC



James D. Hollandsworth, P.E., P.S.
Lincoln Park Project Manager

JDH/bd

cc: John Kozuh, DPW Director, City of Lincoln Park
John J. Hennessey, Hennessey Engineers, Inc.
Ryan Kern, Hennessey Engineers, Inc.

B.3

R:\Municipalities\70000's Lincoln Park\72000's\72089 ARA Kidney Center 1491 Southfield Road\ARA Kidney Center 1st PC Review Aug 11, 2017.docx

RE: 1491 Southfield: Request for Planning Review Comments

John Kozuh <JKozuh@citylp.com>

Fri 8/11/2017 10:42 AM

To: Leah DuMouchel <ldumouchel@bria2.com>;

Leah: Again , I don't see anything other than any sidewalks, cb's ,saniatry mh's that could use some attention / replacements because of condition issues. Did not see any thing about their water needs?

John Kozuh
DPS Director,
City of Lincoln Park
313 386-9000 ext. 2703

From: Leah DuMouchel [ldumouchel@bria2.com]
Sent: Wednesday, August 09, 2017 8:52 AM
To: John Kozuh; jdhollandsworth457@gmail.com; Fire Chief; Ray Watters; Krystina Erdos
Cc: Matthew Coppler; Giles Tucker; John Meyers
Subject: 1491 Southfield: Request for Planning Review Comments

Hello! Please find attached a proposed site plan for 1491 Southfield Road, American Renal Associates. This email serves as a request for comment from your department on the proposal. As mentioned in my email yesterday, this is one of two sites which are under a compressed timeframe for review. So, comments would be wildly appreciated by the end of the day today if possible, or tomorrow. The second plan set will follow shortly. Thank you!

Leah DuMouchel, AICP
Senior Associate

Beckett&Raeder, Inc.
Making Great Places for over 50 Years

[535 West William St Suite 101](#)
[Ann Arbor, MI 48103](#)

Office: 734.663.2622

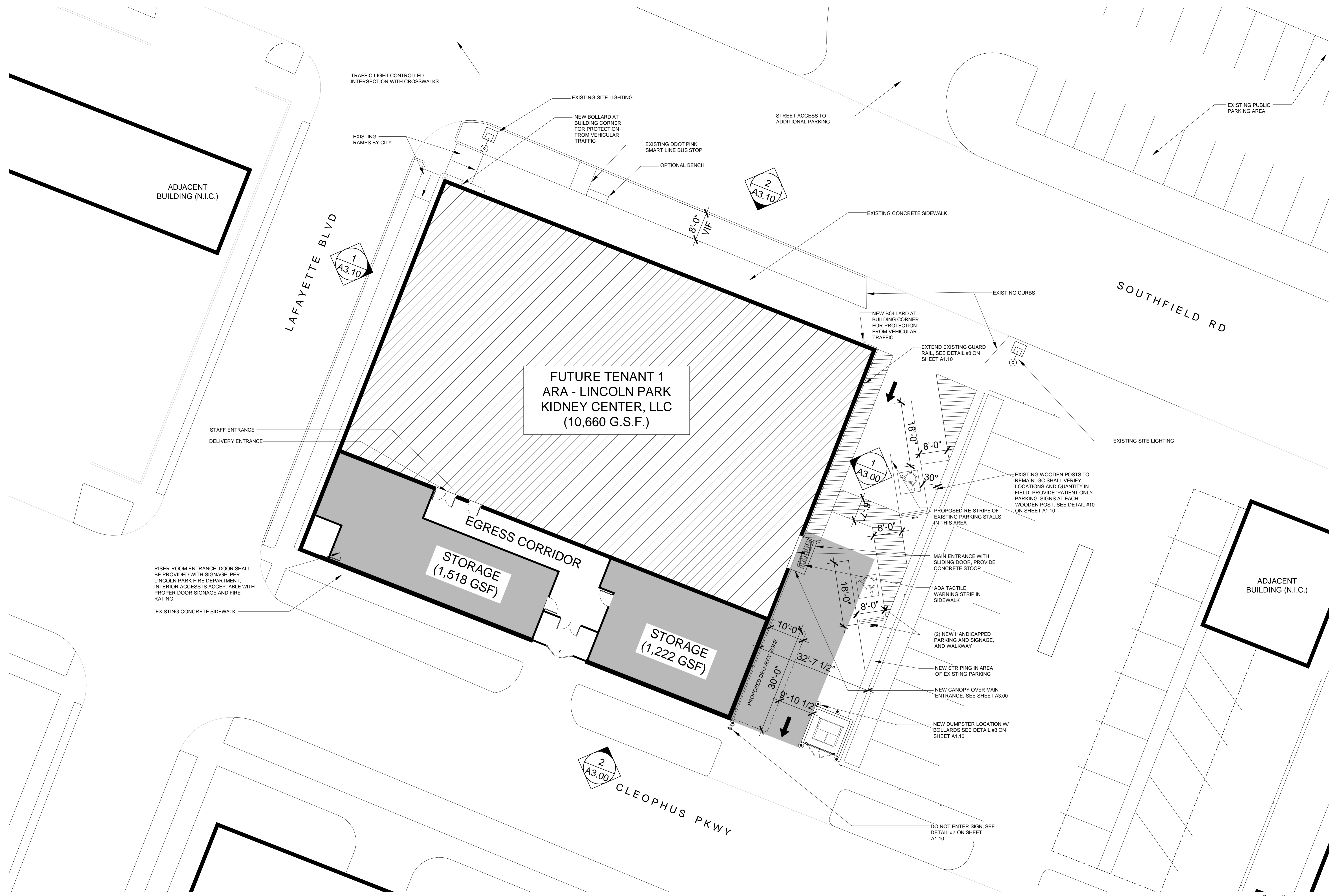
Direct Line: 734.239.6616

Petoskey, MI 231.347.2523
Traverse City, MI 231.933.8400
Toledo, OH 419.242.3428

Please visit us at www.bria2.com <<http://www.bria2.com>>

<<http://www.bria2.com>>

<<http://www.bria2.com>>



ADJACENT BUILDING (N.I.C.)

LAFAYETTE BLVD

FUTURE TENANT 1
ARA - LINCOLN PARK
KIDNEY CENTER, LLC
(10,660 G.S.F.)

EGRESS CORRIDOR

STORAGE
(1,518 GSF)

STORAGE
(1,222 GSF)

CLEOPHUS PKWY

SOUTHFIELD RD

ADJACENT BUILDING (N.I.C.)

RISER ROOM ENTRANCE. DOOR SHALL BE PROVIDED WITH SIGNAGE. PER LINCOLN PARK FIRE DEPARTMENT, INTERIOR ACCESS IS ACCEPTABLE WITH PROPER DOOR SIGNAGE AND FIRE RATING.

EXISTING CONCRETE SIDEWALK

STAFF ENTRANCE
DELIVERY ENTRANCE

EXISTING CONCRETE SIDEWALK

STREET ACCESS TO ADDITIONAL PARKING

EXISTING PUBLIC PARKING AREA

EXISTING SITE LIGHTING

TRAFFIC LIGHT CONTROLLED INTERSECTION WITH CROSSWALKS

EXISTING DDOT PINK SMART LINE BUS STOP

OPTIONAL BENCH

EXISTING CURBS

NEW BOLLARD AT BUILDING CORNER FOR PROTECTION FROM VEHICULAR TRAFFIC

EXTEND EXISTING GUARD RAIL. SEE DETAIL #8 ON SHEET A1.10

EXISTING WOODEN POSTS TO REMAIN. GC SHALL VERIFY LOCATIONS AND QUANTITY IN FIELD. PROVIDE 'PATIENT ONLY PARKING' SIGNS AT EACH WOODEN POST. SEE DETAIL #10 ON SHEET A1.10

PROPOSED RE-STRIPING OF EXISTING PARKING STALLS IN THIS AREA

MAIN ENTRANCE WITH SLIDING DOOR, PROVIDE CONCRETE STOOP

ADA TACTILE WARNING STRIP IN SIDEWALK

(2) NEW HANDICAPPED PARKING AND SIGNAGE, AND WALKWAY

NEW STRIPING IN AREA OF EXISTING PARKING

NEW CANOPY OVER MAIN ENTRANCE. SEE SHEET A3.00

NEW DUMPSTER LOCATION W/ BOLLARDS SEE DETAIL #3 ON SHEET A1.10

DO NOT ENTER SIGN, SEE DETAIL #7 ON SHEET A1.10

2
A3.10

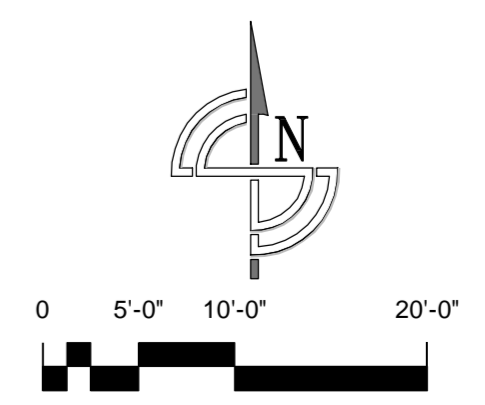
1
A3.10

1
A3.00

2
A3.00

LEGEND	
	AREA OF NEW CONCRETE
	AREA OF NEW ASPHALT

- GENERAL NOTES**
- EXISTING CONDITIONS MUST BE FIELD VERIFIED. CHRISTOPHER KIDD & ASSOCIATES, LLC. DOES NOT GUARANTEE THE ACCURACY OF THE SITE PLAN DRAWING. CONTRACTOR SHALL ASSUME RESPONSIBILITY FOR VERIFYING THE EXISTING CONDITIONS.
 - THE CONTRACTOR SHALL IDENTIFY STAGING AND DUMPSTER AREA ON THE SITE WITH THE LANDLORD AND ARA PROJECT MANAGER DURING PRE-BID MEETING.
 - TRAFFIC PATTERNS, BARRICADING, SITE PROTECTION, AND SECURITY SHALL BE BY CONTRACTOR. CONTRACTOR SHALL COORDINATE WITH LANDLORD.



Prepared by:
Architect
Christopher D. Kidd, AIA, ALA, RIBA
Michigan License # 1301042186
Expires: October 31, 2017
Date of Review:
Seal:

#	DATE	REVISION DESCRIPTION

CKA
Christopher Kidd and Associates, PC
ARCHITECTS ENGINEERS PLANNERS
148916500 Laborn Road, Menomonee Falls, Wisconsin 53051-6630
P 262.301.0505 F 262.301.0510 arch@cka-se.com cka-se.com

MICHIGAN ARCHITECTURAL BUSINESS LICENSE NUMBER : 444650

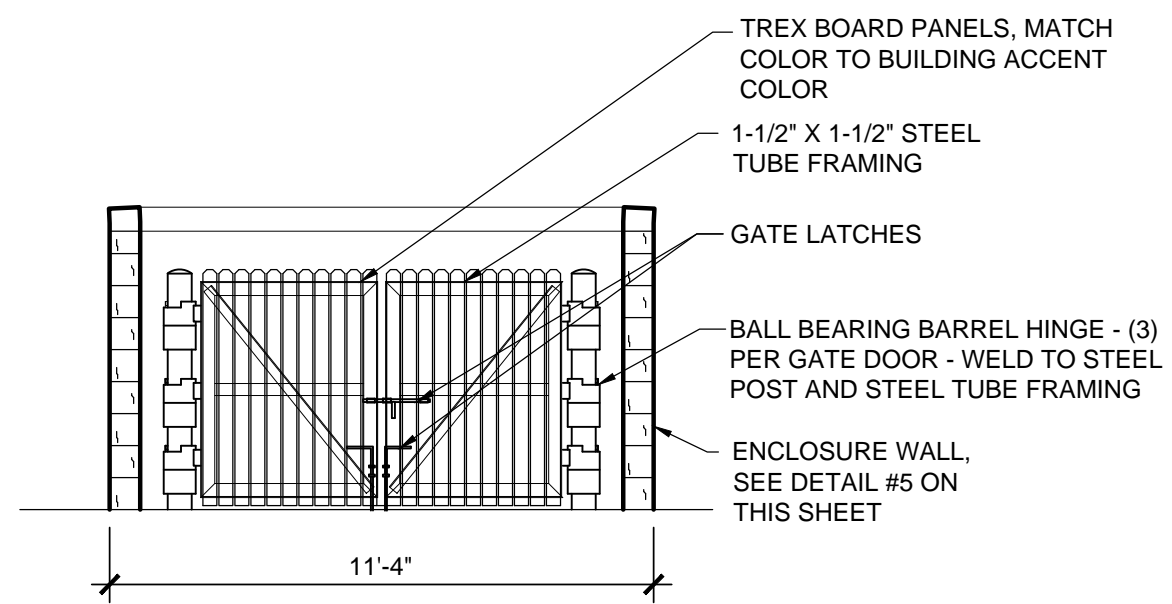
Proposed Office Building for:
Landlord Work for
ARA Lincoln Park Kidney Center, LLC
1491 Southfield Road
Lincoln Park, MI 48146

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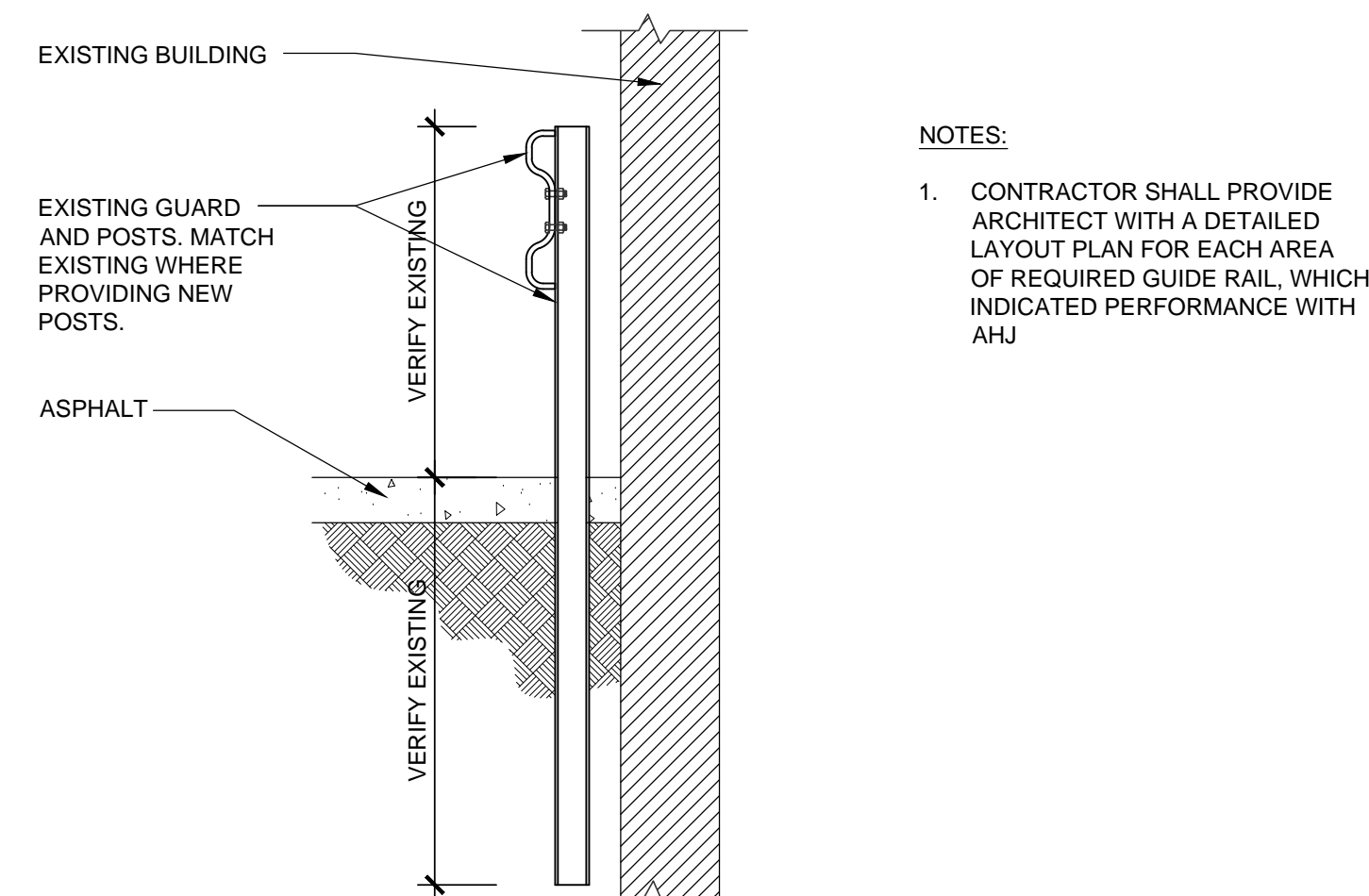
Copyright 2016
Drafted By: JLR
Checked By: TMW
Date Drafted: 02-28-17
Project #: 16008-03

A1.00
ARCHITECTURAL SITE PLAN

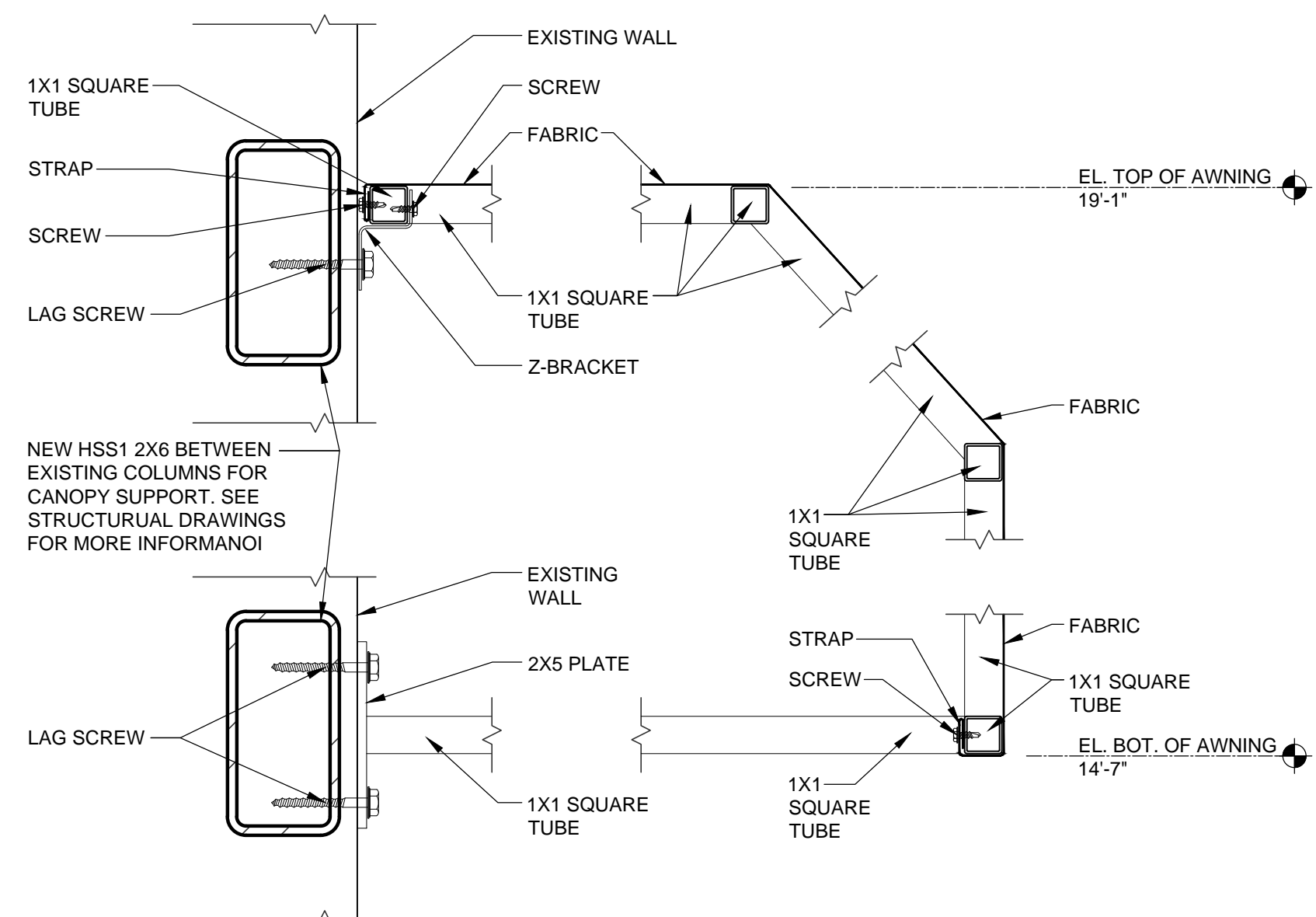
11 DUMPSTER ELEVATION
SCALE: 1/4" = 1'-0"



8 NEW GUARD RAIL
SCALE: 3/4" = 1'-0"



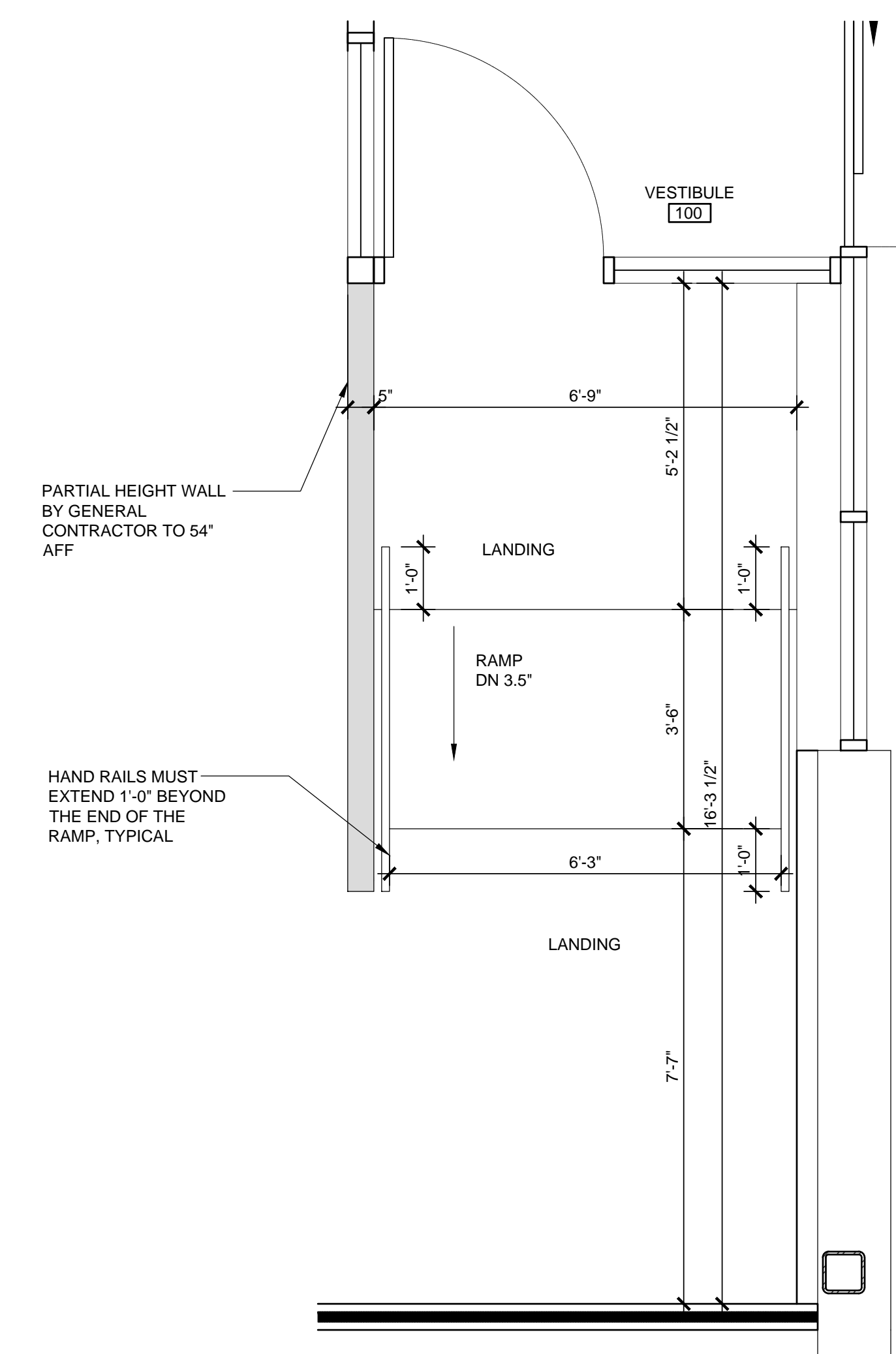
12 DUMPSTER ELEVATION
SCALE: 1/4" = 1'-0"



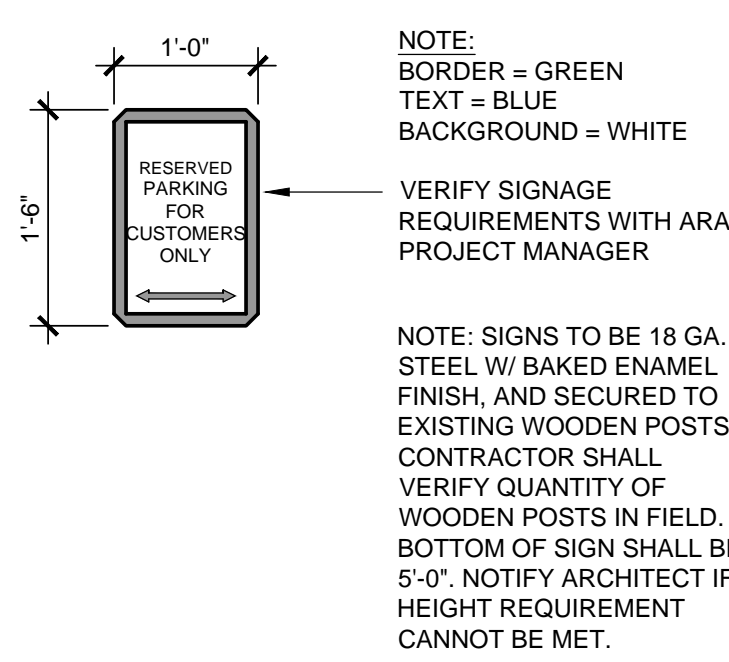
13 FABRIC AWNING DETAIL
SCALE: 3" = 1'-0"



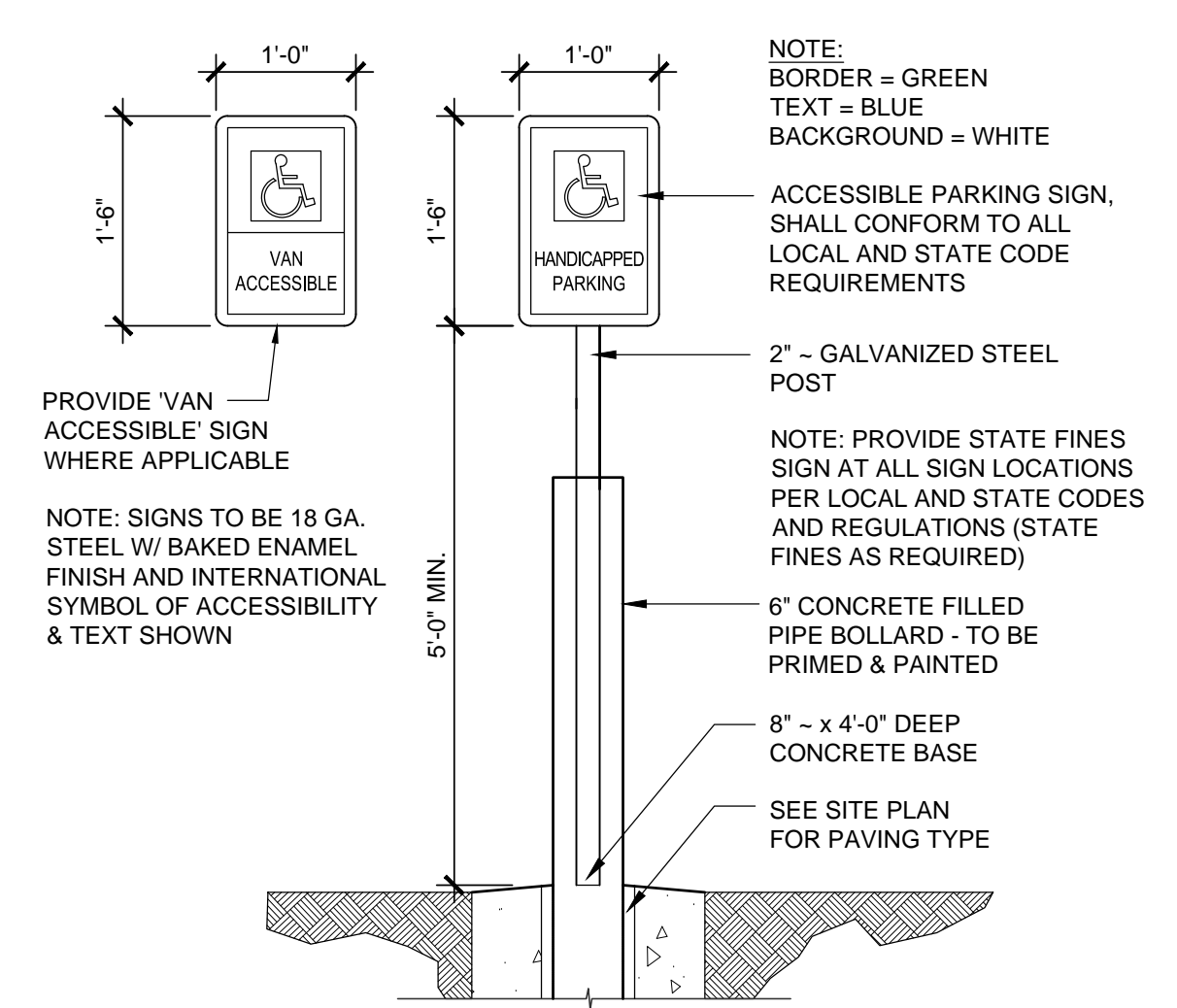
9 ENLARGED RAMP FLOOR PLAN
SCALE: 1/2" = 1'-0"



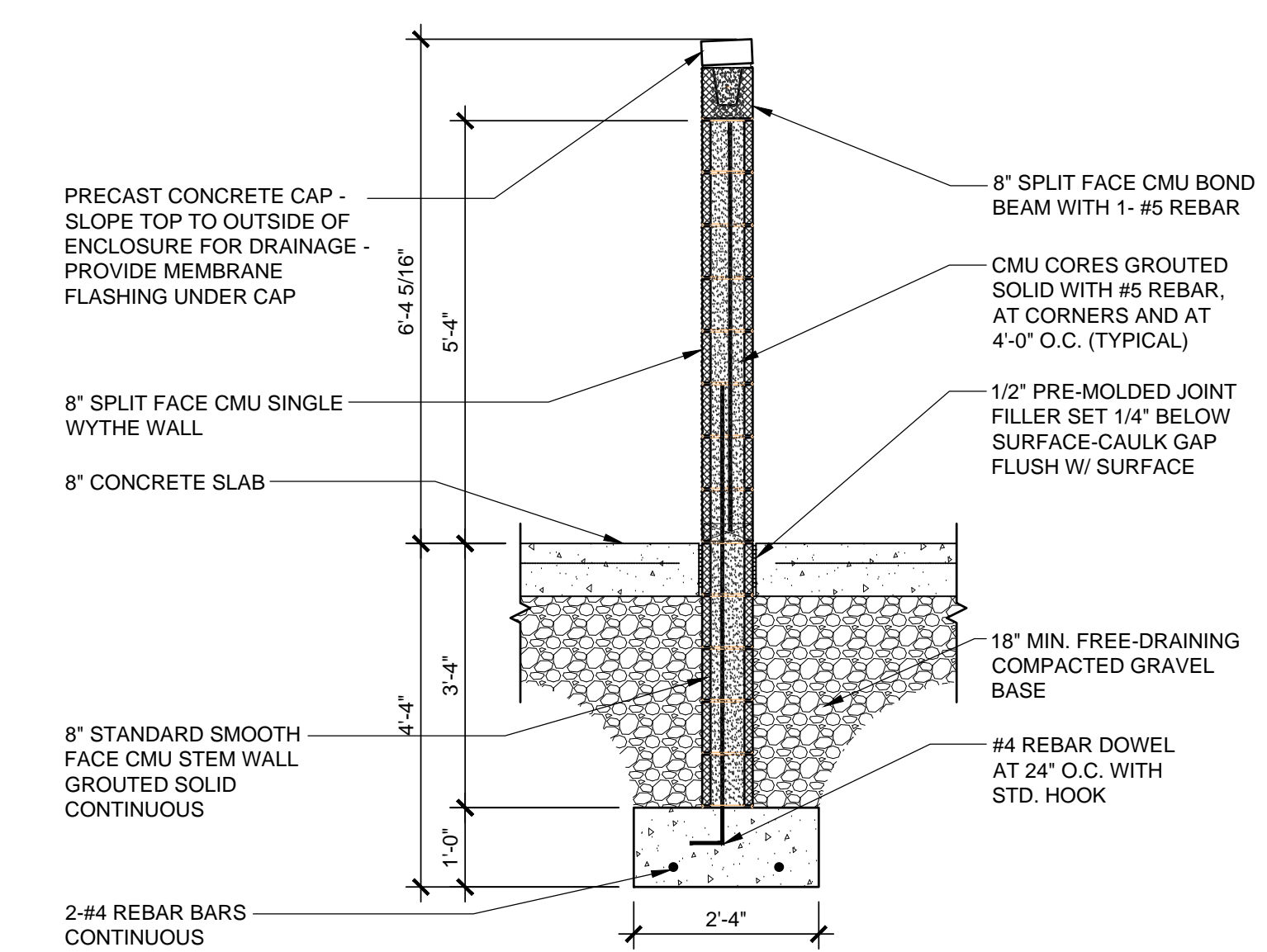
10 BUILDING PARKING SIGN, TYP.
SCALE: 3/4" = 1'-0"



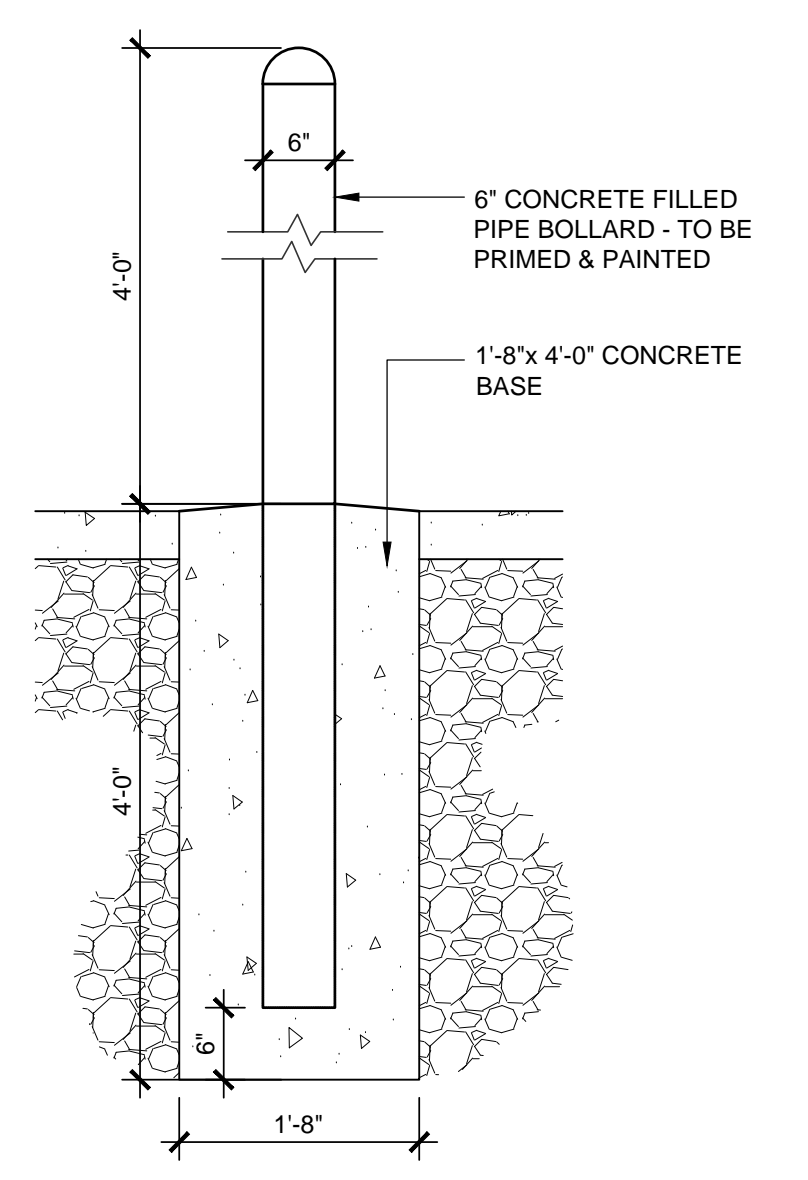
4 ACCESSIBLE STALL PARKING SIGN, TYP. (2)
SCALE: 3/4" = 1'-0"



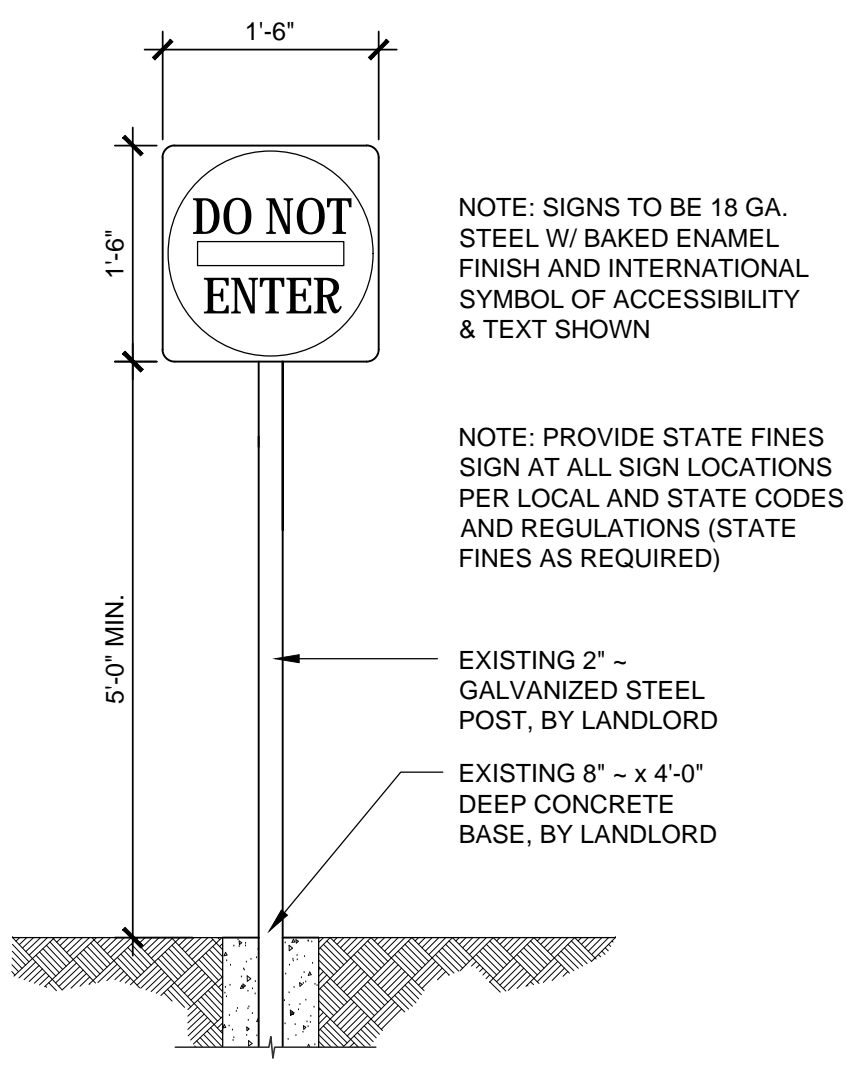
5 SECTION AT DUMPSTER ENCLOSURE
SCALE: 1/2" = 1'-0"



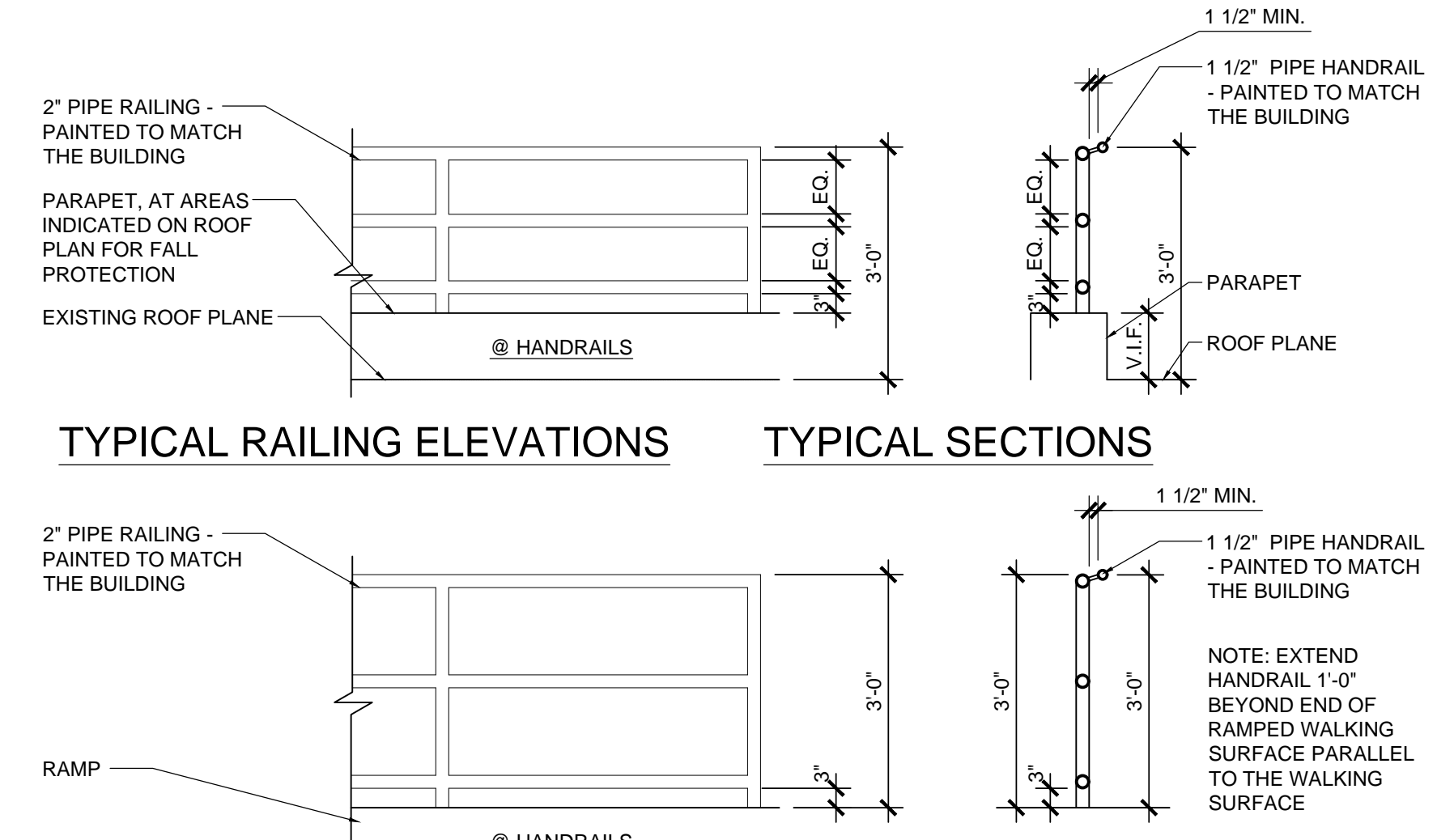
6 BOLLARD DETAIL (TYPICAL FOR 8)
SCALE: 3/4" = 1'-0"



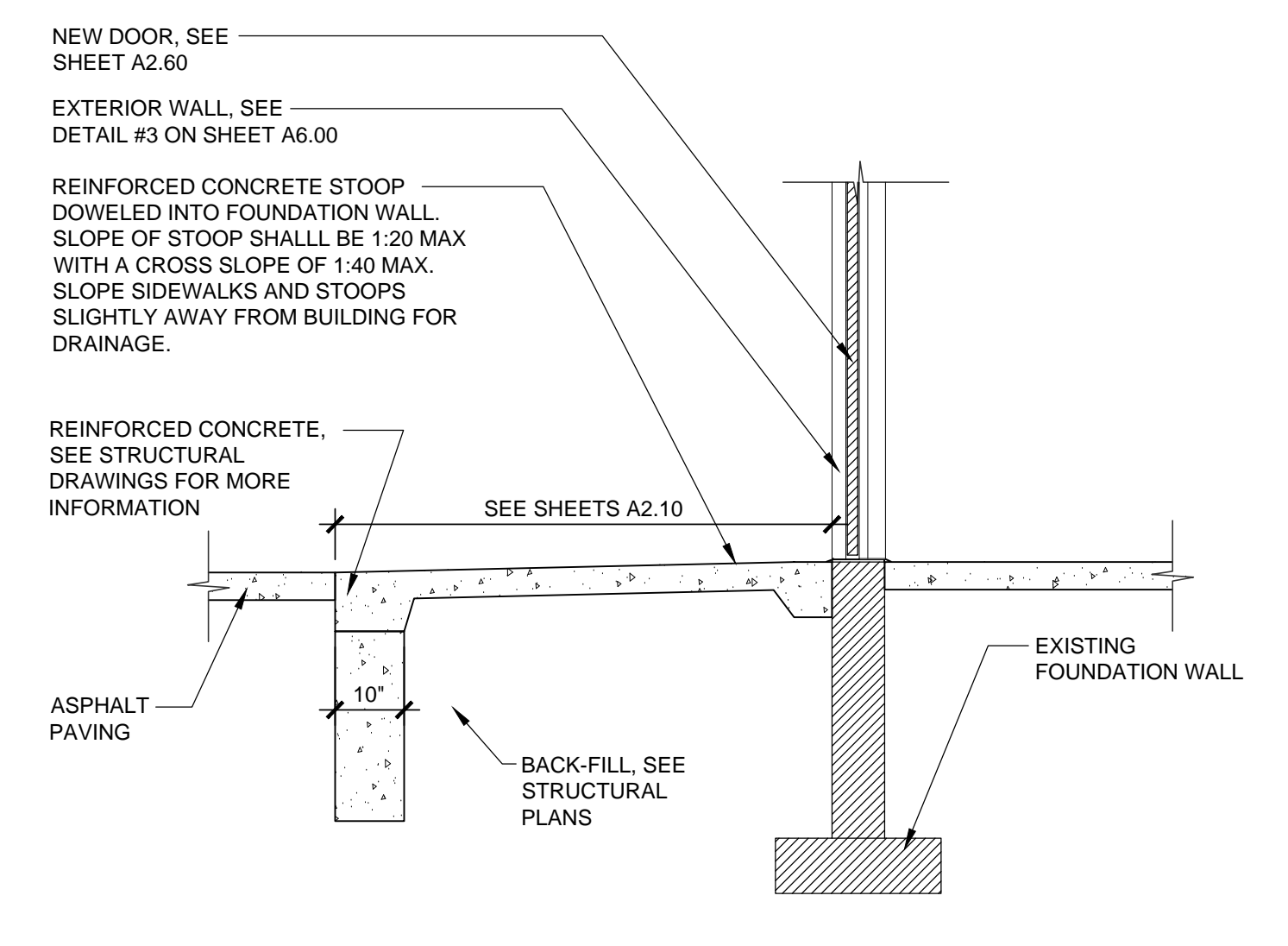
7 TRAFFIC SIGN (TYPICAL FOR 4)
SCALE: 3/4" = 1'-0"



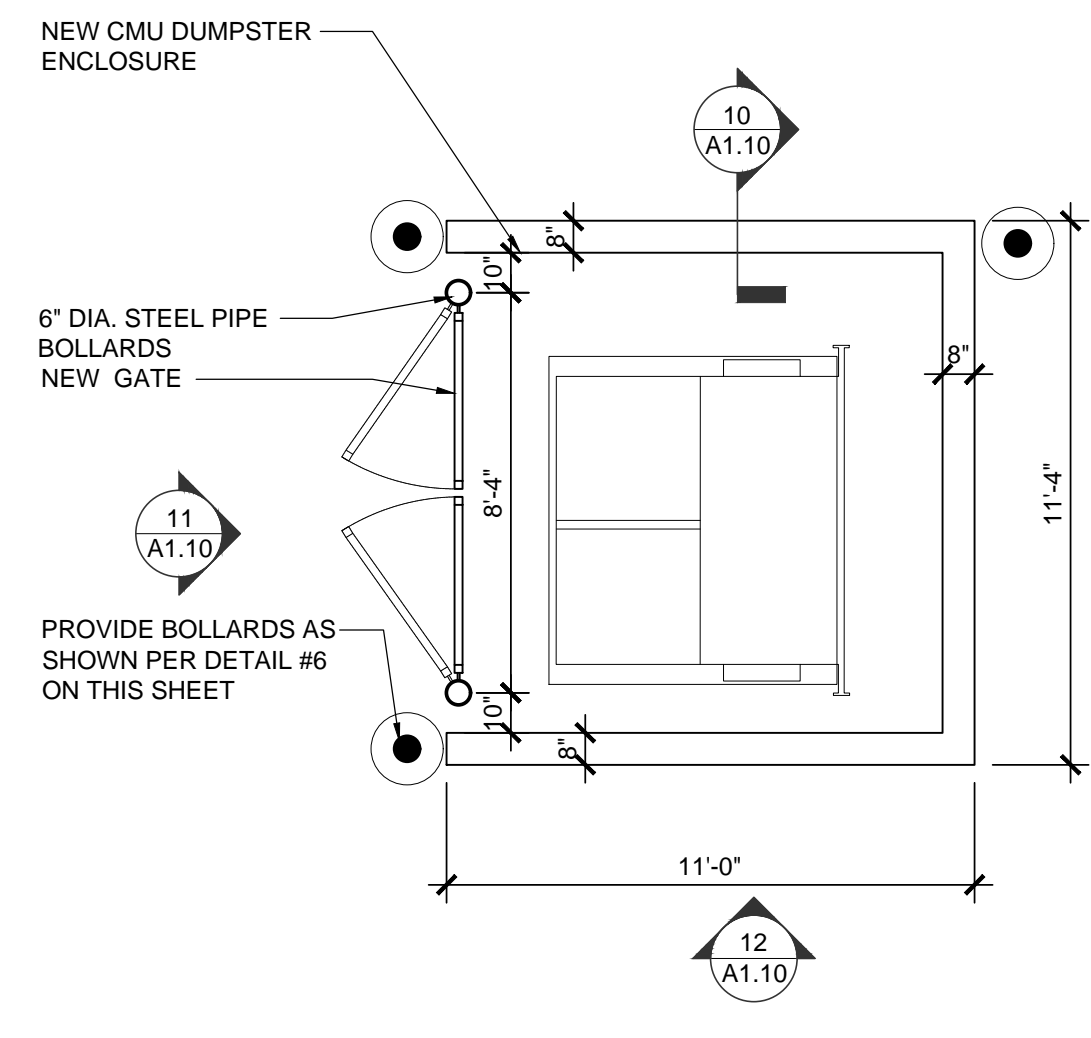
1 NEW RAILING DETAILS
SCALE: 1/2" = 1'-0"



2 STOOP DETAIL
SCALE: 1/2" = 1'-0"



3 DUMPSTER PLAN
SCALE: 1/4" = 1'-0"



Prepared by:
Architect
Christopher D. Kidd, AIA, ALA, RIBA
Michigan License # 1301042186
Expires: October 31, 2017
Date of Review:
Seal:

NO.	REVISION DESCRIPTION	DATE

CKA
Christopher Kidd and Associates, PC
ARCHITECTS ENGINEERS PLANNERS
148W16500 Lisbon Road, Menomonee Falls, Wisconsin 53051-4630
P 262.301.0505 F 262.301.0510 arch@cka-ae.com cka-ae.com

MICHIGAN ARCHITECTURAL BUSINESS LICENSE NUMBER : 444650

Proposed Office Building for:
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ARA Lincoln Park Kidney Center, LLC
1491 Southfield Road
Lincoln Park, MI 48146

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Drafted By: JLR
Checked By: TMW
Date Drafted: 02-28-17
Project #: 16008-03

A1.10

SITE PLAN DETAILS

GENERAL NOTES:

- LOCATE ALL PRIVATE AND PUBLIC UNDERGROUND UTILITIES PRIOR TO THE COMMENCEMENT OF ANY DIGGING/CLEARING OPERATIONS.
- ALL FINISH GRADES TO BE ONE HALF INCH BELOW TOP OF CURBS AND PAVEMENT.
- TILL PLANTING BEDS TO A MINIMUM DEPTH OF 6 INCHES PRIOR TO PLANTING.
- TOPDRESS ALL PLANTING BEDS WITH 3 INCHES DOUBLE SHREDED HARDWOOD MULCH.
- ALL AREAS INDICATED AS 'SOD' SHALL BE SODDED AS SPECIFIED. ALL AREAS DISTURBED DURING CONSTRUCTION INCLUDING TRENCHING DISTURBANCE SHALL BE SODDED. SEE CIVIL PLANS FOR APPROXIMATE LIMITS OF GRADING AND TRENCHING WORK, IF APPLICABLE.
- PLANT QUANTITIES INDICATED IN THE PLANT SCHEDULE ARE FOR CONVENIENCE ONLY. PLANT QUANTITIES SHALL BE VERIFIED BY THE CONTRACTOR. WHEN DISCREPANCIES BETWEEN THE SCHEDULE LABELS AND THE PLAN OCCUR, THE QUANTITY DRAWN ON THE PLAN SHALL BE THE OFFICIAL QUANTITY.
- REMOVE ALL EXISTING PLANTS, SOD, ROCKS, MULCH DEBRIS, ETC. TO PERMIT THE INSTALLATION OF NEW PLANT MATERIAL.
- LIGHT POLES ARE SHOWN FOR CONVENIENCE. SEE SITE LIGHTING PLAN FOR OFFICIAL LIGHT POLE LOCATIONS.

PLANT SCHEDULE

CANOPY TREES (INSTALL IN ACCORDANCE WITH DETAIL 1/L100)					
CODE	SCIENTIFIC NAME	COMMON NAME	QTY.	PLANTING SIZE	MATURE SIZE
GLT15	<i>Gleditsia triacanthos</i> 'nervis 'Shademaster'	Shademaster Honeylocust	3	2 1/2' Cal. B4B	H-50', W-35'

ORNAMENTAL TREES (INSTALL IN ACCORDANCE WITH DETAIL 1/L100)					
CODE	SCIENTIFIC NAME	COMMON NAME	QTY.	PLANTING SIZE	MATURE SIZE
AMG4B	<i>Amelanchier x grandiflora</i> 'Autumn Brilliance'	Autumn Brilliance Serviceberry	2	2 1/2' Cal. B4B	H-20', W-15'
MASAT	<i>Malus sargentii</i> 'Tina'	Sargent Malus Crabapple	3	2 1/2' Cal. B4B	H-20', W-15'
MAS6	<i>Malus 'Spring Snow'</i>	Spring Snow Crabapple	2	2 1/2' Cal. B4B	H-25', W-15'
SYR15	<i>Syringa reticulata</i> 'Ivory Silk'	Ivory Silk Japanese Tree Lilac	1	2 1/2' Cal. B4B	H-25', W-15'

EVERGREENS / BROADLEAF EVERGREEN SHRUBS (INSTALL IN ACCORDANCE WITH DETAIL 2/L100)					
CODE	SCIENTIFIC NAME	COMMON NAME	QTY.	PLANTING SIZE	MATURE SIZE
JUS3M	<i>Juniperus scopulorum</i> 'Medora'	Medora Juniper	3	4' Tall Pot	H-10', W-3'

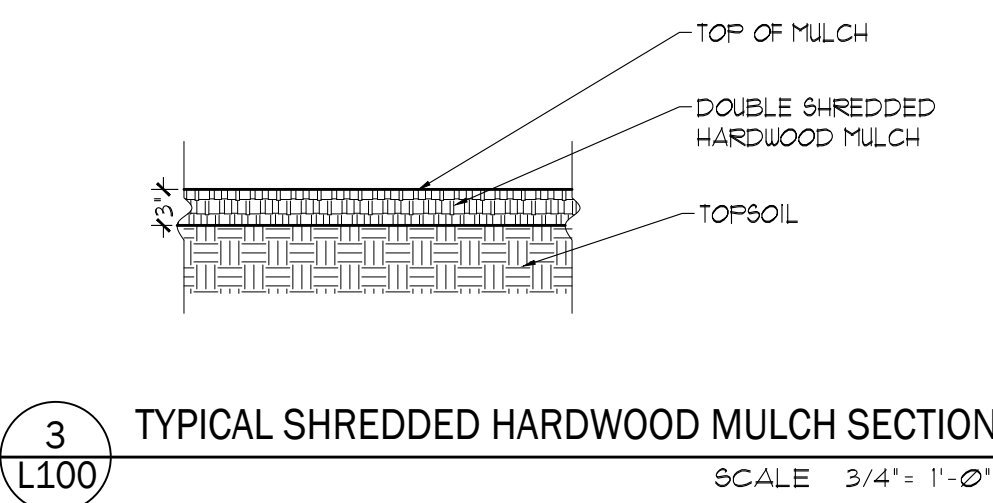
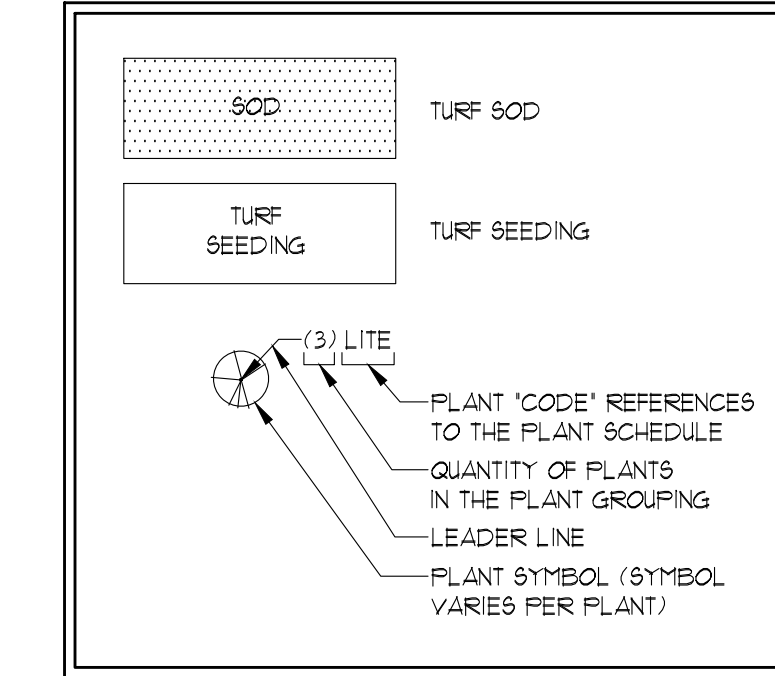
DECIDUOUS SHRUBS (INSTALL IN ACCORDANCE WITH DETAIL 2/L100)					
CODE	SCIENTIFIC NAME	COMMON NAME	QTY.	PLANTING SIZE	MATURE SIZE
RORAD	<i>Rosa 'RADrazz'</i>	Knock Out Rose	3	24" Tall Pot	H-3', W-3'
SPBAU	<i>Spiraea x bumalda</i> 'Anthony Waterer'	Anthony Waterer Spiraea	4	24" Tall Pot	H-3', W-4'

PERENNIALS / GRASSES / VINES					
CODE	SCIENTIFIC NAME	COMMON NAME	QTY.	PLANTING SIZE	SPACING
CAAC	<i>Calamagrostis acutiflora</i> 'Karl Foerster'	Karl Foerster Feather Reed Grass	18	1" Pot	24" O.C.
HEBO	<i>Hemerocallis 'Stella de Oro'</i>	Stella de Oro Daylily	5	Quart. Pot	18" O.C.
NEUL	<i>Nepeta x Walker's Low'</i>	Walker's Low Catmint	3	Quart. Pot	24" O.C.
PANO	<i>Panicum virgatum</i> 'Northwinds'	Northwinds Switch Grass	5	1" Pot	24" O.C.
PEAL5	<i>Perovskia atriplicifolia</i> 'Little Spire'	Little Spire Russian Sage	8	1" Pot	18" O.C.

REQUIRED LANDSCAPING ALONG PUBLIC STREETS		
STREET	FRONTAGE LENGTH	REQUIREMENTS
SOUTHFIELD ROAD	160.40 LF	1 TREE REQUIRED PER 40 FEET OF FRONTAGE
LAFAYETTE BLVD	125.00 LF	4 TREES PER 40 FEET OF FRONTAGE
CLEOPHUS PARKWAY	160.40 LF	4 TREES PER 40 FEET OF FRONTAGE
SOUTHFIELD ROAD	(160.40/40) x 4 = 16.0 SHRUBS	NO FOUNDATION PLANTING BED AREA AVAILABLE FOR SHRUBS ALONG THIS STREET FRONTAGE
LAFAYETTE BLVD	(125.00/40) x 4 = 12.5 SHRUBS	FOUNDATION PLANTING BED TOO NARROW FOR SHRUBS THEREFORE 26 PERENNIALS/ORNAMENTAL GRASSES PROVIDED IN LIEU OF SHRUBS
CLEOPHUS PARKWAY	(160.40/40) x 4 = 16.0 SHRUBS	16 SHRUBS

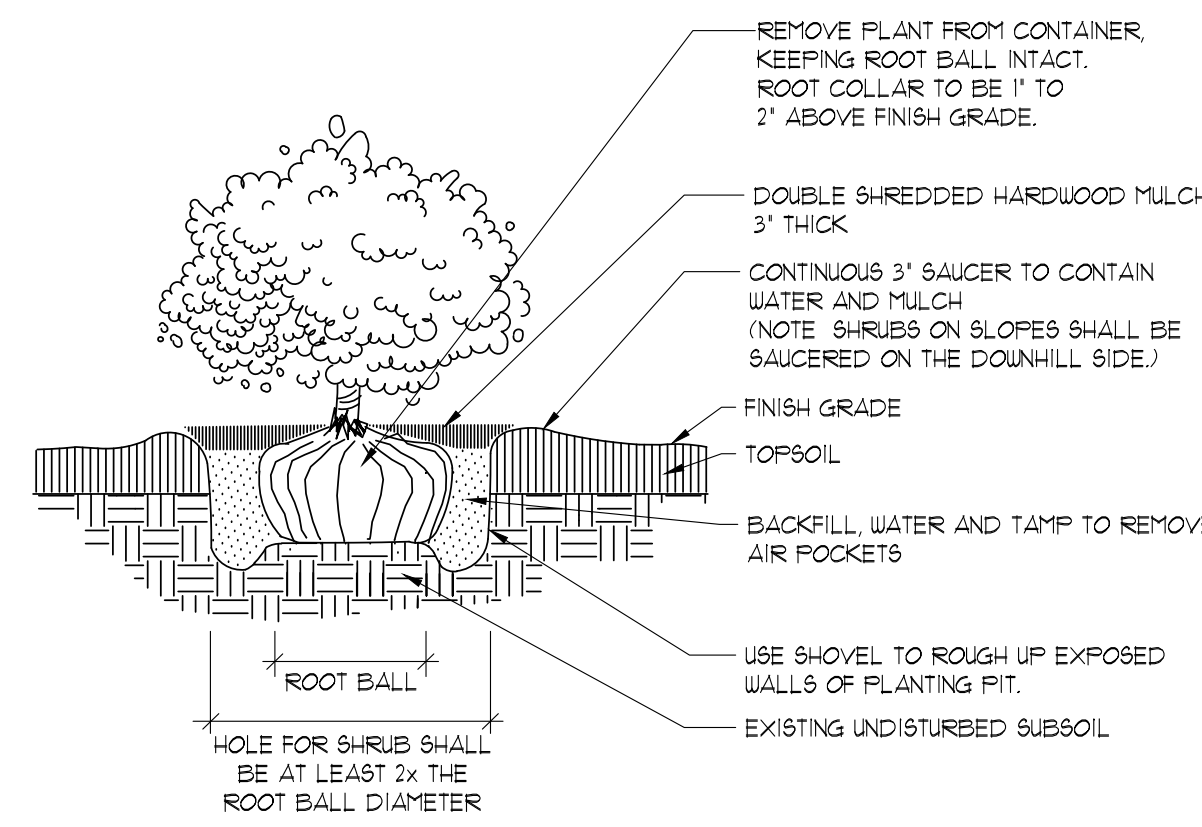
ABBREVIATION	FULL WORDS
B4B	Balled and burlapped
CAL.	Caliper
DBH	Diameter at breast height (Approximately 4 ft above finish grade)
DIA.	Diameter
EX.	Existing
HTT	Height to tip
O.C.	On center
SQ. FT. - or - SF	Square feet
TYP.	Typical
TR	Tree

LANDSCAPE LEGEND



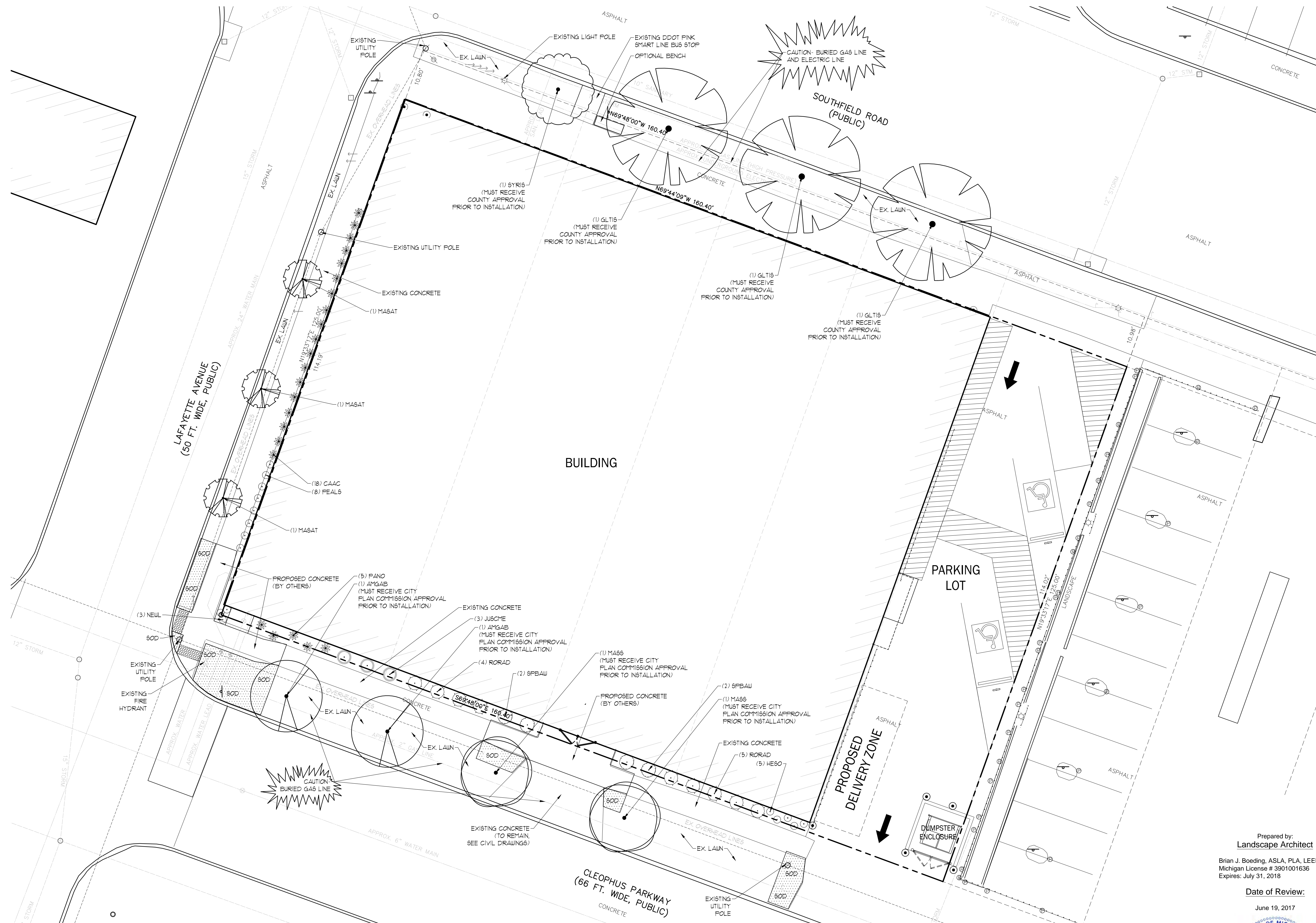
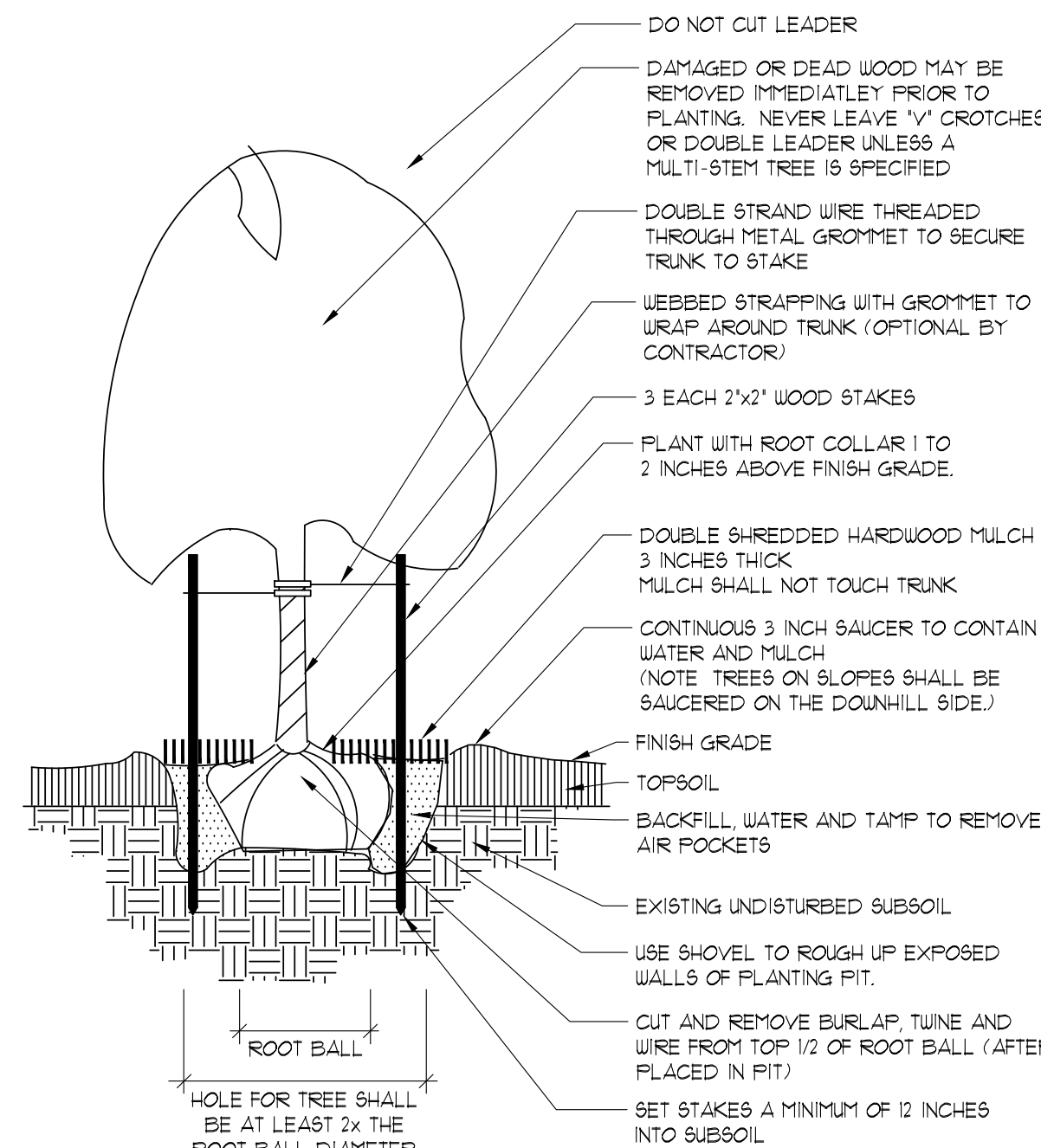
SHRUB PLANTING NOTES

- PRUNING - CLEANLY PRUNE DAMAGED BRANCHES AND ROOTS AT THIS TIME. ADDITIONAL PRUNING SHOULD BE ONLY FOR SHAPING PURPOSES.
- PLANTING - ALL SYNTHETIC MATERIAL SHOULD BE REMOVED FROM THE ROOTS, TRUNK, OR CROWN OF PLANT. SET THE PLANT SO IT WILL BE AT ITS ORIGINAL DEPTH SLIGHTLY ABOVE EXISTING GRADE. BACKFILL WITH SPECIFIED SOIL MIX.
- WATERING - THE BACKFILL AND ROOTS OF ALL NEWLY SET PLANT MATERIAL SHOULD BE WATERED AS BACKFILLING IS DONE SO THE SOIL AND ROOTS ARE THOROUGHLY SOAKED.



TREE STAKING AND PLANTING NOTES

- STAKING - ONLY TREES THAT ARE UNABLE TO REMAIN UPRIGHT AFTER PLANTING SHALL BE STAKED. TREES WILL BECOME STRONGER FASTER WHEN THE TOP 2/3 OF THE TREE IS FREE TO SWAY. THE WEBBED STRAPPING TO THE TREE 1/3 UP THE TRUNK AND WIRE TO THREE STAKES POSITIONED EQUALLY AROUND THE TREE. STAKES SHOULD BE DRIVEN DEEPLY INTO THE GROUND TO PREVENT DISLODGING. CHECK AT LEAST EVERY THREE MONTHS FOR ENDING OR OTHER PROBLEMS. STAKES AND TIES SHOULD BE REMOVED SIX MONTHS TO ONE YEAR AFTER PLANTING.
- PRUNING - CLEANLY PRUNE DAMAGED BRANCHES AND ROOTS AT THIS TIME. ADDITIONAL PRUNING SHOULD BE ONLY FOR SHAPING PURPOSES.
- PLANTING - ALL SYNTHETIC MATERIAL SHOULD BE REMOVED FROM THE ROOTS, TRUNK OR CROWN OF PLANT. SET THE PLANT SO IT WILL BE AT ITS ORIGINAL DEPTH SLIGHTLY ABOVE EXISTING GRADE. BACKFILL WITH SPECIFIED SOIL MIX.
- WATERING - THE BACKFILL AND ROOTS OF ALL NEWLY SET PLANT MATERIAL SHOULD BE WATERED AS BACKFILLING IS DONE SO THE SOIL AND ROOTS ARE THOROUGHLY SOAKED.



TO OBTAIN LOCATION OF PARTICIPANTS' UNDERGROUND FACILITIES BEFORE YOU DIG IN MICHIGAN CALL MISS DIG 1-800-482-7171 TOLL FREE
MICHIGAN ACT 174 (2013) REQUIRES MIN. OF 72-HOUR NOTICE BEFORE YOU EXCAVATE.

LANDSCAPE PLAN
SCALE: 1" = 10'-0"
NOT FOR CONSTRUCTION

INFORMATION SHOWN ON THIS DRAWING IS BASED ON A SITE PLAN COMPLETED BY CHRISTOPHER KIDD & ASSOCIATES, LLC AND SURVEY AND CIVIL PLANS COMPLETED BY ALPINE ENGINEERING, INC. THE LANDSCAPE DESIGNER MAKES NO WARRANTIES OR REPRESENTATIONS AS TO THE ACCURACY AND COMPLETENESS OF THE BASE INFORMATION. ALL INFORMATION SHOWN ON THE DRAWINGS SHALL BE FIELD VERIFIED BY THE CONTRACTOR.



INITIAL	DESCRIPTION	DATE



MICHIGAN ARCHITECTURAL BUSINESS LICENSE NUMBER: 444650

Proposed Office Building for:
Landlord Work for
ARA Lincoln Park Kidney Center, LLC
1491 Southfield Road
Lincoln Park, MI 48146

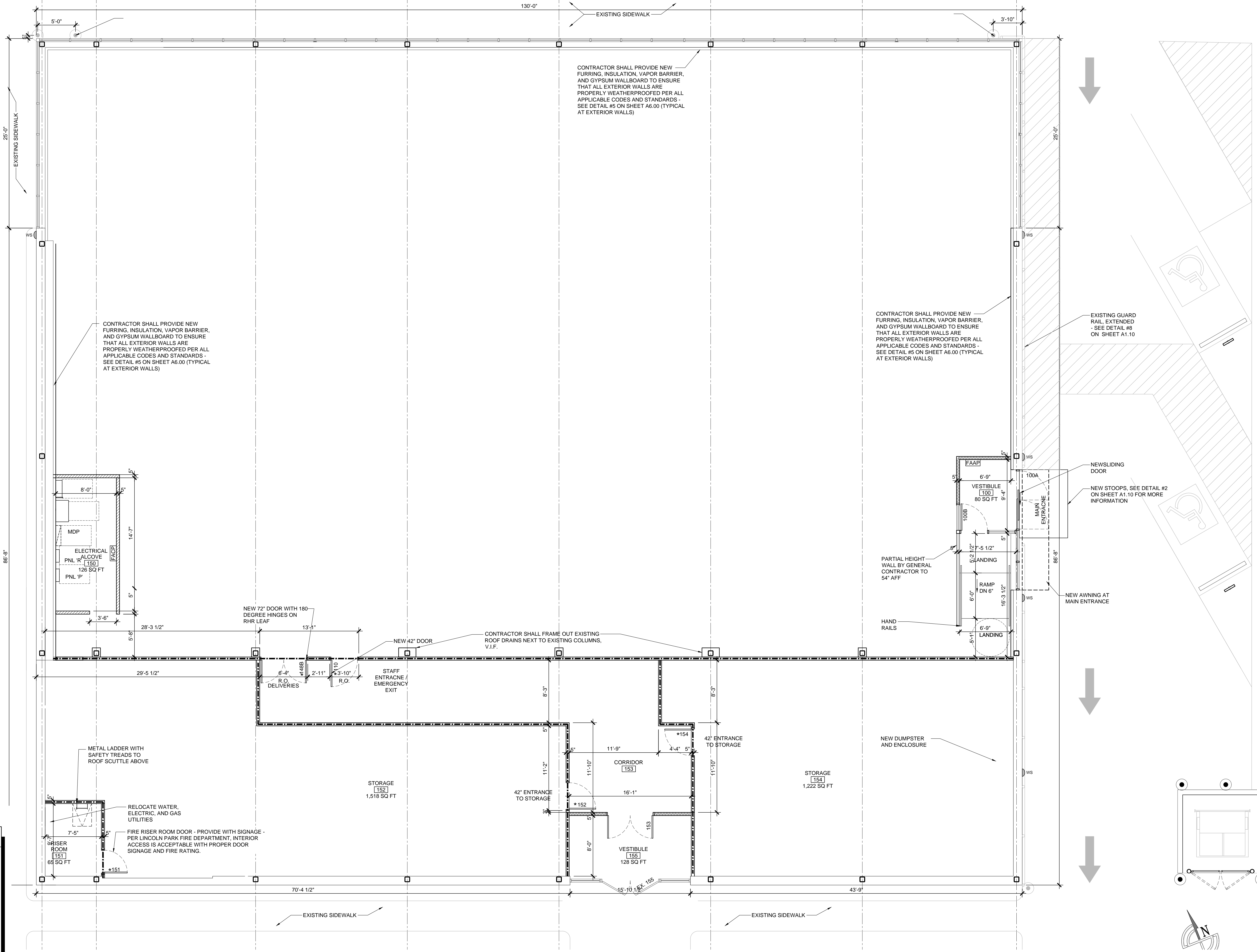
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Copyright 2017
Drafted By: BJB
Checked By: BJB
Date Drafted: 07-21-17
Project #: 16008-03

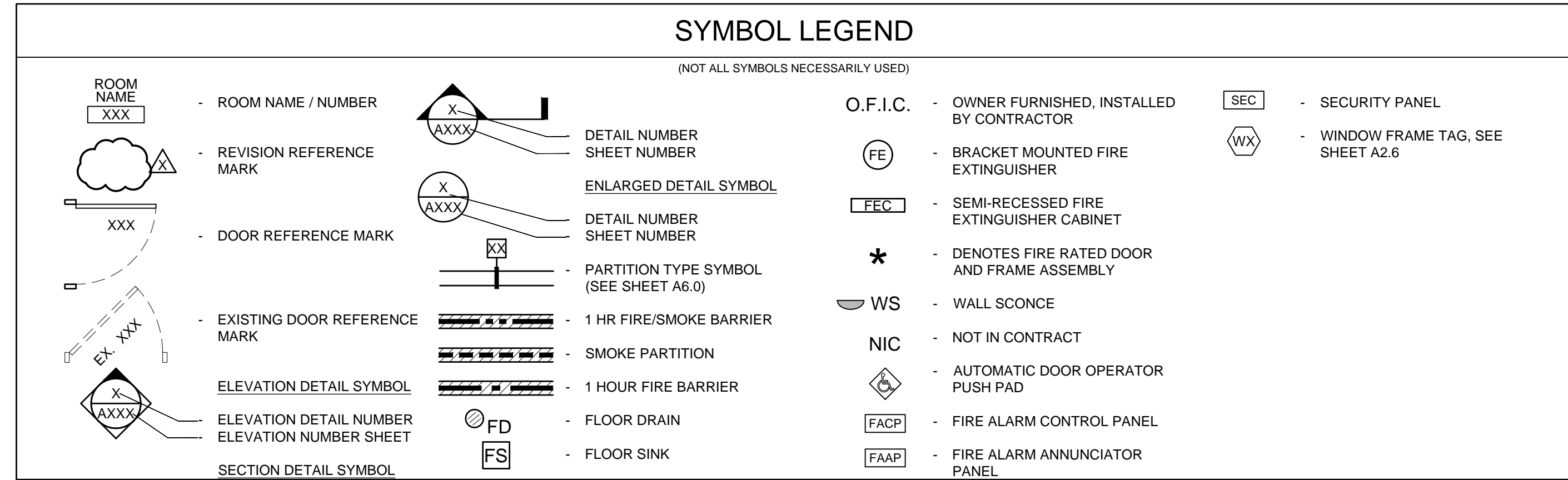
Prepared by:
Landscape Architect
Brian J. Boeding, ASLA, PLA, LEED AP
Michigan License # 3901001636
Expires: July 31, 2018
Date of Review:
June 19, 2017



L100
LANDSCAPE PLAN



- ### GENERAL NOTES
- CONTRACTOR SHALL USE THIS PLAN TO PREPARE THE AVAILABLE TENANT SPACE FOR A FUTURE TENANT (FUTURE TENANT IMPROVEMENT SHALL BE PERMITTED AND CONSTRUCTED BY OTHERS)
 - CONTRACTOR SHALL VERIFY ALL DIMENSIONS IN THE FIELD AND REPORT ANY DISCREPANCIES TO THE ARCHITECT. DIMENSIONS ARE FACE TO FACE (NOMINAL) OF FINISH MATERIAL UNLESS NOTED OTHERWISE.
 - CONTRACTOR IS RESPONSIBLE FOR THE REMOVAL AND RECYCLING / DISPOSAL OF ALL CONSTRUCTION DEBRIS. (SEE SPECIFICATIONS MANUAL FOR MORE INFORMATION)
 - CONTRACTOR IS RESPONSIBLE FOR COORDINATING ALL CONSTRUCTION ACTIVITIES AS WELL AS SCHEDULING AND COORDINATING PROJECT PHASING.
 - ALL INTERIOR DOOR FRAMES SHALL BE SET 3" FROM PERPENDICULAR WALL AT HINGE SIDE OF DOOR UNLESS NOTED OTHERWISE.
 - ALL WOOD BLOCKING AND PLYWOOD THROUGHOUT TENANT SPACE TO BE FIRE RETARDANT, TREATED AND FACTORY STAMPED.
 - DENS ARMOR PLUS WALLBOARD SHALL BE USED IN WET AREAS INCLUDING BEHIND ALL FRP PANELING, PLYWOOD, CERAMIC TILE, DIALYSIS COUNTERS, SINKS, AS WELL AS WHERE NOTED ELSEWHERE ON PLANS.
 - ALL PENETRATIONS THROUGH EXISTING RATED ASSEMBLIES SHALL BE FIRE CALKED AND RATED PER CODE TO MAINTAIN EXISTING ASSEMBLY'S ORIGINAL CONSTRUCTION RATING. TYPICAL THROUGHOUT TENANT BUILD-OUT AREA.
 - CONTRACTOR SHALL LOCATE AND INSTALL ALL FIRE EXTINGUISHERS REQUIRED BY APPLICABLE CODES AT ALL EXITS AND NEAR NURSE STATION. COORDINATE LOCATION WITH OWNER AND VERIFY WITH LOCAL FIRE MARSHAL OR AUTHORITY HAVING JURISDICTION (A.H.).
 - ALL SMOKE PARTITIONS SHALL BE COMPLETELY SEALED FOR SMOKE AT TOP AND BOTTOM AND AT ALL PENETRATIONS. CONTRACTOR SHALL VERIFY CONSTRUCTION OF ANY EXISTING WALLS TO REMAIN THAT ARE DENOTED AS SMOKE PARTITIONS AND UPGRADE CONSTRUCTION AS NECESSARY TO PREVENT THE PASSAGE OF SMOKE.
 - ALL SMOKE PARTITIONS AND 1 HOUR RATED WALLS SHALL RECEIVE STENCILS AS NOTED ON SHEET A6.0.



#	DATE	REVISION DESCRIPTION

Christopher Kidd and Associates, PC
 ARCHITECTS ENGINEERS PLANNERS
 1484 W. 16500 Lisbon Road, Macomb, MI 48051-4630
 P 262.301.0505 F 262.301.0510 arch@cka-ae.com cka-ae.com

MICHIGAN ARCHITECTURAL BUSINESS LICENSE NUMBER : 444650

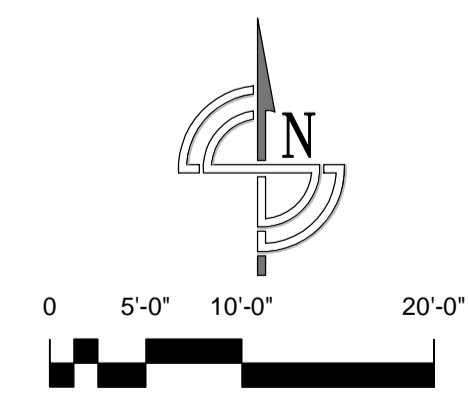
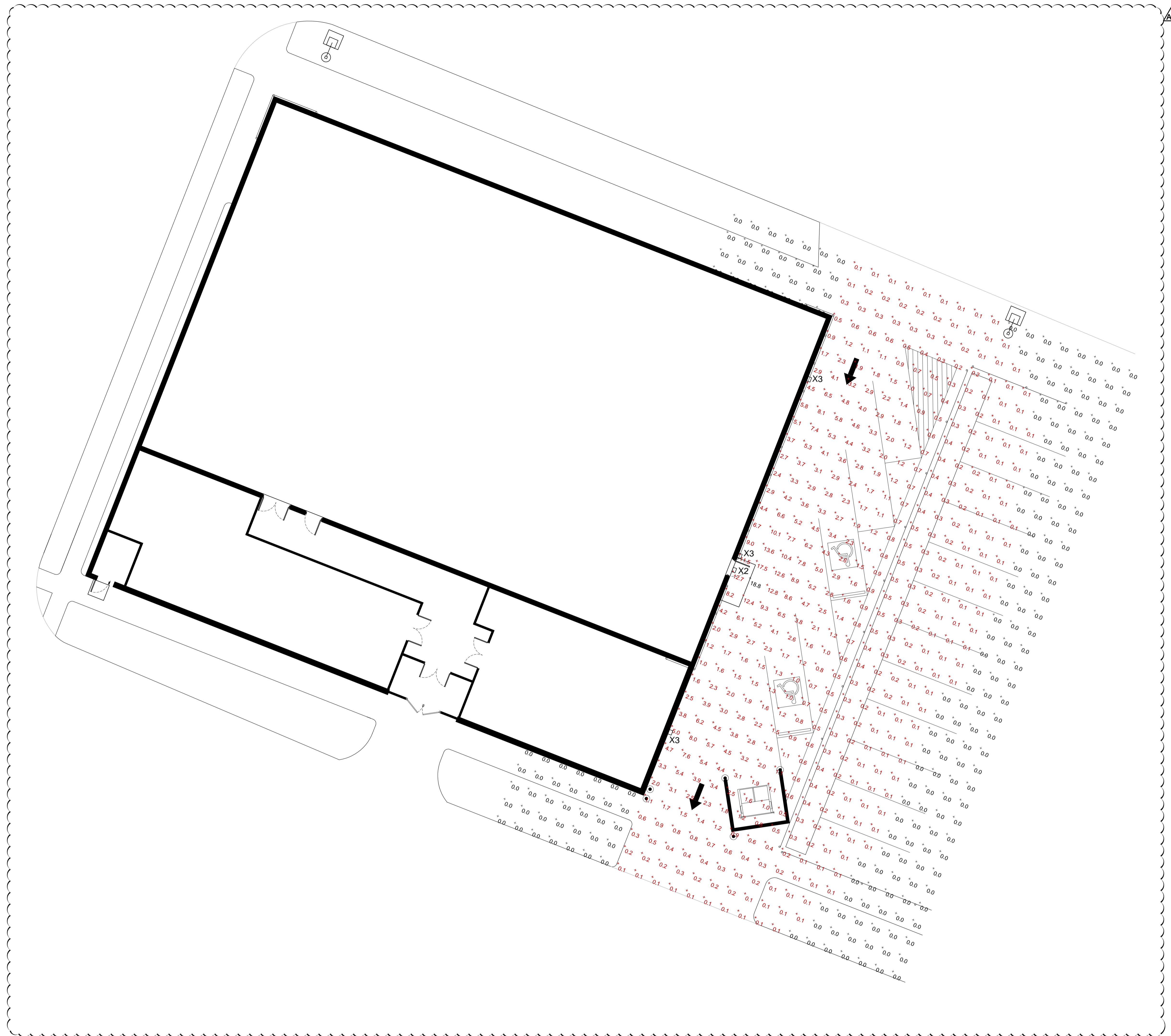
Proposed Office Building for:
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 1491 Southfield Road
 Lincoln Park, MI 48146

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Copyright 2016
 Drafted By: MMW
 Checked By: TMW
 Date Drafted: 02-28-17
 Project #: 16008-03

Prepared by:
 Architect
 Christopher D. Kidd, AIA, ALA, RIBA
 Michigan License # 1301042186
 Expires: October 31, 2017
 Date of Review:
 Seal:

A2.00
 NOTED FLOOR PLAN



CONTRACTORS PLEASE NOTE:
 EXISTING PROJECT CONDITIONS, AS THEY APPEAR ON THESE DRAWINGS, SUCH AS ARCHITECTURAL AND STRUCTURAL BUILDING COMPONENTS, MECHANICAL AND ELECTRICAL EQUIPMENT, PIPING, DUCTWORK, ROUGHING AND OTHER MISCELLANEOUS CONSTRUCTION, HAVE BEEN GATHERED AND TRANSFERRED FROM PREVIOUS CONSTRUCTION DRAWINGS. WHILE SUCH INFORMATION HAS BEEN COLLECTED AND INTERPRETED WITH REASONABLE CARE, THE ARCHITECT AND ENGINEER DO NOT ASSUME ANY EXPRESSED OR IMPLIED GUARANTEE THAT CONDITIONS SO INDICATED ARE ENTIRELY COMPLETE, CORRECT AND REPRESENTATIVE OF THOSE ACTUALLY EXISTING. ALL CONTRACTORS SHALL PROVE TO THEMSELVES AS TO ALL EXISTING CONDITIONS PRIOR TO BIDDING, AND VERIFY ALL DIMENSIONS AT THE SITE.

Prepared by:
Engineer
 Royal Del Glenn, PE
 Michigan License # 6201049671
 Expires: October 31, 2017
 Date of Review:

Seal:

#	DATE	REVISION DESCRIPTION	BGG
1	05/05/2017		
2			
3			
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8			
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MICHIGAN ARCHITECTURAL BUSINESS
 LICENSE NUMBER : 444650

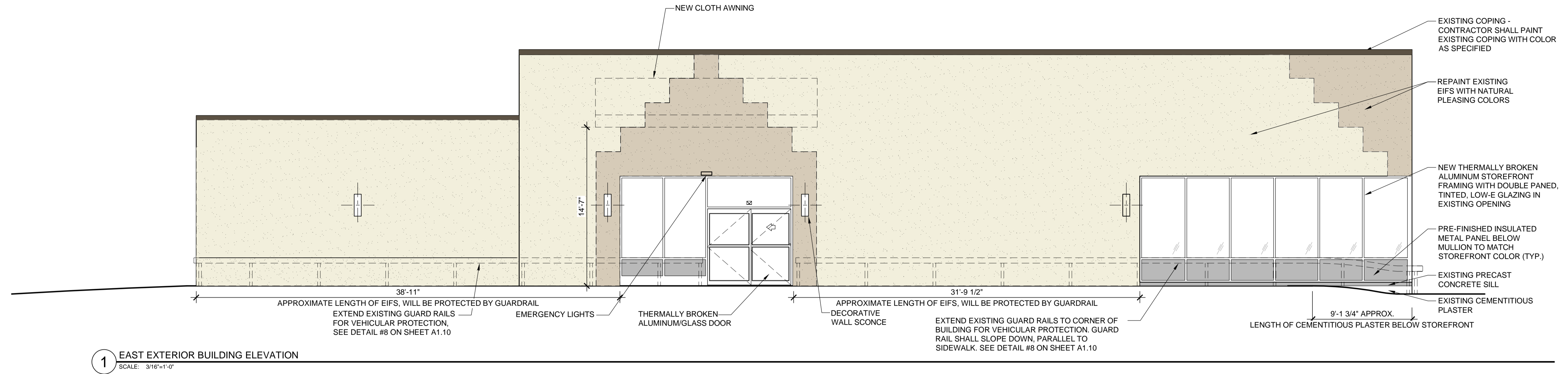
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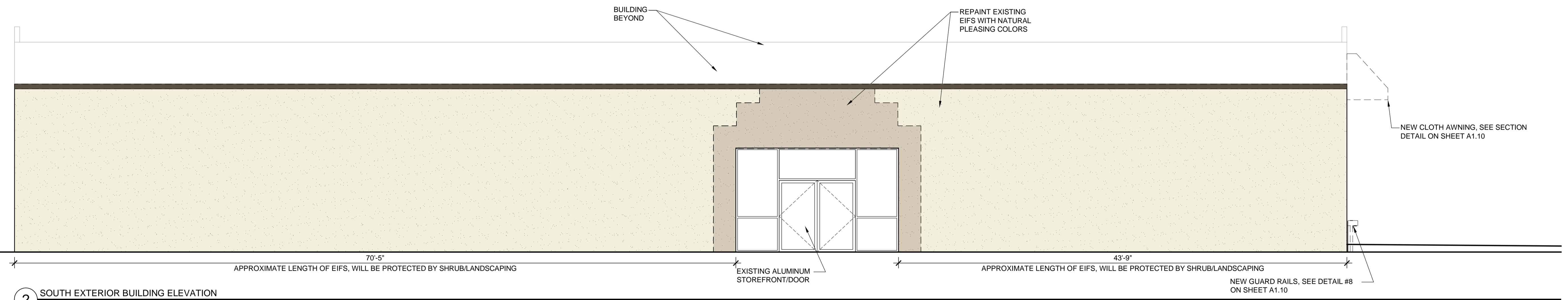
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 Drafted By: BGG
 Checked By: RSG
 Date Drafted: 02-28-17
 Project #: 16008-03

E2.10

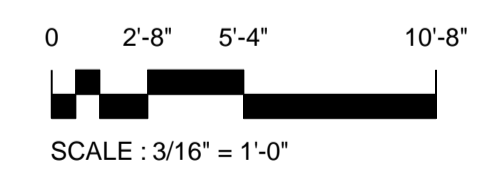
ELECTRICAL SITE
 LIGHTING PHOTOMETRIC



1 EAST EXTERIOR BUILDING ELEVATION
SCALE: 3/16"=1'-0"



2 SOUTH EXTERIOR BUILDING ELEVATION
SCALE: 3/16"=1'-0"



Prepared by:
Architect
Christopher D. Kidd, AIA, ALA, RIBA
Michigan License # 1301042186
Expires: October 31, 2017

Date of Review:
Seal:

#	DATE	REVISION DESCRIPTION

Christopher Kidd and Associates, PC
ARCHITECTS ENGINEERS PLANNERS
148915500 Libborn Road, Menominee Falls, Wisconsin 53051-6620
P 262.301.0505 F 262.301.0510 arch@cka-ae.com cka-ae.com

MICHIGAN ARCHITECTURAL BUSINESS
LICENSE NUMBER : 444650

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Drafted By: MMW
Checked By: TMW
Date Drafted: 02-28-17
Project #: 16008-03

A3.00

EA EAST & SOUTH
EXTERIOR ELEVATIONS

1358 Council – Private Club Conditional Rezoning Review

Applicant	Salim Omer
Project	1358 Council – Private Club
Address	1358 Council
Date	August 16, 2017
Request	Conditional Rezoning Recommendation
Recommendation	Recommend Approval to Lincoln Park City Council

CONDITIONAL REZONING

§1289.01: “The Planning Commission and City Council have recognized that, in certain instances, it would be an advantage to both the City and property owners seeking rezoning if a site plan, along with conditions and limitations that may be relied upon by the City, could be proposed as part of a petition for rezoning.”

A Conditional Rezoning is a request to change a parcel or group of parcels to a different zoning classification, coupled with a proposal for a use on that property as well as additional use or dimensional restrictions. The use and restrictions must be proposed by the applicant and considered by the City; the City cannot propose conditions to the applicant. (This is because the City already has the powers of writing the zoning ordinance and approving the proposal; if the applicant wanted to abide by the City’s wishes, s/he would simply follow the zoning ordinance. This mechanism is designed to provide relief to the applicant.) The Planning Commission’s vote is a recommendation to City Council, which is the body that has the authority to change the zoning ordinance.

Although a Conditional Rezoning request includes a proposal for the property and a sketch plan is part of the application process, it is important to note that rezoning is a stand-alone activity. If this request is approved by City Council, the proposed zoning classification will “run with the land.” That means that it will govern the property regardless of whether or not this particular applicant completes this development proposal. Therefore, the Planning Commission should consider:

- The likelihood that this particular applicant will implement the proposal;
- If this applicant does not implement the proposal, the likelihood that another developer will be willing or able to develop the property in a manner that is in the City’s best interest under the proposed zoning restrictions.

Additionally, this process does not replace the Site Plan Review process. The applicant is still responsible for obtaining all planning and permitting approvals.

REQUEST

The site is a former church which is zoned as Community Service District (CSD). This is a restrictive zoning classification which is intended to permit uses compatible with residential development, such as churches, parks, and schools. It is a large parcel with over 4 acres and an existing building on the edge of a residential neighborhood. The front of the site sits between a Multifamily Residential District (MFRD) and two parcels zoned Single Family Residential District (SFRD). Across the street is also a Single Family Residential District. The rear of the site is bordered on the west by a SFRD district. The rear lot line and the majority of the east lot line are bordered by Regional Business District (RBD) properties which abut major thoroughfares. The surrounding zoning is important because it helps to determine if the proposed use is in the best interest of its neighbors and the public at large.

Figure 1: Zoning



The applicant proposes to convert the building to a Private Club and Offices. The most similar permitted uses defined in the Lincoln Park Zoning Code are "Private clubs, lodge halls, and similar assembly buildings" and "Business, professional, or government offices." All of these uses are permitted in the Municipal Business District (MBD).

The applicant has completed a Petition for Rezoning, submitted drawings for a Conditional Rezoning Plan, and issued a statement of rezoning conditions intended to form the basis of a Conditional Rezoning Agreement.

- **Petition for Rezoning.**

The application shows that the person requesting this rezoning is not the landowner; communication from the applicant indicates that the basis is “option to buy.” An executed purchase agreement has been submitted. Additionally, since the rezoning request will affect the property regardless of whether the property purchase or the proposed site plan is realized, a signed affidavit has been obtained from the current owner of the property indicating that the owner understands and consents to this rezoning request.

- **Conditional Rezoning Plan.**

§1289.02 “A plan which is the subject of a rezoning with rezoning conditions, prepared by a licensed civil engineer or architect, that may show the location, size, height, design, architecture, or other measure or feature for and/or buildings structures, improvements and features on, and in some cases adjacent to, the property. The details to be offered for inclusion within the CR Plan shall be determined by the applicant, subject to approval of the City Council after recommendation by the Planning Commission.”

The applicant has submitted a Conditional Rezoning Plan consisting of a sketch site plan, a floor plan, and elevations. The sketch site plan shows existing conditions and proposes some parking and landscaping arrangements. It is noted that these proposals are general and illustrative, and that approval of this Conditional Rezoning Request explicitly does not confer or imply Site Plan Approval.

- **Statement of Rezoning Conditions.**

1. Permitted uses of this property shall be limited to the following:
 - a. Private club
 - b. Offices
2. All parking will be located in the existing rear lot.
3. The eastern door of the building will serve as the main route of ingress and egress in order to direct traffic circulation onto the site and away from the public street and sidewalk.

CRITERIA FOR REVIEW

Review and Approval Criteria. The applicant shall have the burden of demonstrating that the following requirements and standards are met by the CR Plan, rezoning conditions, and CR Agreement:

- (1) Approval of the application shall accomplish, among other things, and as determined in the discretion of the City Council, the integration of the proposed land development project with the characteristics of the project area, and result in an enhancement of the project area as compared to the requested zoning change, and such enhancement would be unlikely to be achieved or would not be assured in the absence of the use of a conditional rezoning.

Upzoning this parcel from a CSD to MBD could help to solve a short-term problem of returning a vacant structure to a productive use. Given the property's adjacency to two separate uses which are

more intense than the current zoning, and in the case of RBD, more intense than the proposed zoning, such a request on this parcel would be eligible for consideration.

However, the MBD zone runs with the land, meaning if this applicant were to terminate his/her operations on this site in the future, then a subsequent party could develop the land into any use permitted in the MBD zone. The MBD zoning classification is intended to accommodate uses which generate large volumes of vehicular traffic and “require detailed planning, particularly as to relationships with adjacent residential areas.” Therefore, it would be within the rights of the next property owner to use the land in a way that is not necessarily compatible with the character of the surrounding residential uses, for example, a drive-through establishment, hotel, a commercial garage, etc. The property’s location inside a residential neighborhood, albeit toward the edge, makes this a less desirable option.

The proposed rezoning conditions stipulate that the property cannot be developed in an inconsistent manner than the agreed-upon use. In that sense, it is beneficial for the City because the applicant is locked in to implementing and executing the specific characteristics of the conditional rezoning. The above-mentioned “detailed planning, particularly as to relationships with adjacent residential areas” will be served by the required Site Plan Review process.

This condition is met.

- (2) Sufficient conditions shall be included on and in the CR Plan and CR Agreement on the basis of which the City Council concludes, in its discretion, that, as compared to the existing zoning and considering the site specific land use proposed by the applicant, it would be in the public interest to grant the rezoning with rezoning conditions; provided, in determining whether approval of a proposed application would be in the public interest, the benefits which would reasonably be expected to accrue from the proposal shall be balanced against, and be found to clearly outweigh the reasonably foreseeable detriments thereof, taking into consideration reasonably accepted planning, engineering, environmental and other principles, as presented to the City Council, following recommendation by the Planning Commission, and also taking into consideration the special knowledge and understanding of the City by the City Council and Planning Commission.

Sufficient information has been provided for the Planning Commission and City Council to make a determination of whether it is in the public interest to grant the Conditional Rezoning.

This condition is met.

RECOMMENDATION

It is advised that the Lincoln Park Planning Commission recommend **approval** of the request to conditionally rezone the property at 1358 Council from Community Service District (CSD) to Municipal Business District with the above-stated restrictions (MBD-CR).



City of Lincoln Park
Petition for Rezoning

RECEIVED

MAY 10 2017

CITY OF LINCOLN PARK
BUILDING DEPARTMENT

I (we), the undersigned, do hereby make application to and petition the Planning Commission to amend the Zoning Ordinance and change the zoning map as requested. The following facts are shown as part of this application.

1. It is desired and requested that the following described property be rezoned from CSD, existing zoning district to MBD proposed zoning district.
2. The property, according to the City of Lincoln Park Comprehensive Development Plan of Future Land Use, is described as See Attached Legal Description.
3. The property sought to be rezoned is located on 1358 Council Ave between Fort St and Lafayette.
4. The property sought to be rezoned is legally described as follows:

BH 38A1 PT OF LOT 38 OF LINCOLN PARK ASSESSOR'S PLAT NO 3 PC 50,119,524 L65 P59 WCR DESC AS BEG AT THE SE COR OF LOT 38 TH N 61D 05M 20S W 216.66 FT TH N 29D 05M 04S E 190.00 FT TH N 61D 05M 70S W 120.00 FT TH N 29D 05M 04S E 231.68 FT TH N 29D 01M 07S E 111.96 FT TH S 63D 50M 35S E 426.10 FT TH S 28D 53M 57S W 396.20 FT TH N 61D 05M 20S 90.65 FT TH S 28D 49M 20S 157.83 FT POB 4.47 AC LINCOLN PARK ASSESSORS PLAT NO. 3 PC 50,119,524 L65 P59 WCR

5. The land area of this subject property is (square ft/acre) 4.47 Acre
6. The property sought to be rezoned is owned by
Name: Saint Henry's Catholic Church Address: 1358 Council Ave
City: Lincoln Park State: MI Zip: 48146
7. Person requesting rezoning:
Name: Salem Omer Address: 3307 Edsel St
City: Dearborn State: MI Zip: 48120
8. Basis of representation: Legal Representative / Owner / Option to Buy
9. It is proposed that the property will be developed as follows:
Banquet Hall and Business Offices.

10. We attach a statement hereto indicating why, in our opinion, the change requested is necessary for the preservation and enjoyment of substantial property rights, and why such change will not be detrimental to the public welfare, nor the property of other persons located in the vicinity.

Salem Omer
Signature

[Signature] 02-20-2021
Notary Signature Expiration Date

05-05-2017

REDWAN ALI
Notary Public, State of Michigan
County of Wayne
My Commission Expires 02-20-2021
Acting in the County of Wayne

Wayne County Public Records - Full Detail Report

Location & Ownership

Property Address: 1358 Council Avenue
City/State/Zip: Lincoln Park, Michigan, 48146-1514
Property ID: 45003010038302
Owner Name: Saint Henry's Catholic Church
Lat/Long: 42.261951 / -83.170889
Taxpayer Address: 1358 Council Avenue
Census Tract: 5771
City/State/Zip: Lincoln Park, Michigan, 48146-1514
Block Group: 2
City/Village/Town: Lincoln Park
School District: Lincoln Park
Subdivision: LINCOLN PARK ASSR'S PLAT NO 3
Property Category: Other
MLS Area: 05143 - Lincoln Park
Land Use: 708 - EXEMPT - RELIGIOUS
Legal Description: BH 38A1 PT OF LOT 38 OF LINCOLN PARK ASSESSOR'S PLAT NO 3 PC 50,119,524 L65 P59 WCR DESC AS BEG AT THE SE COR OF LOT 38 TH N 61D 05M 20S W 216.66 FT TH N 29D 05M 04S E 190.00 FT TH N 61D 05M 70S W 120.00 FT TH N 29D 05M 04S E 231.68 FT TH N 29D 01M 07S E 111.96 FT TH S 63D 50M 35S E 426.10 FT TH S 28D 53M 57S W 396.20 FT TH N 61D 05M 20S 90.65 FT TH S 28D 49M 20S 157.83 FT POB 4.47 AC LINCOLN PARK ASSESSORS PLAT NO. 3 PC 50,119,524 L65 P59 WCR

- TransactionDesk:** [Start a Transaction](#) [Start a Listing Input Form](#)
REALIST Links: [Full Report](#) [Comparables](#) [Market Trends](#) [Neighborhood Profile](#)
Data Co-op Links: [Data Co-op Tax Detail](#) [Data Co-op Rea/AVM](#) [Data Co-op Consolidated Report](#)
RPR Links: [RPR Detail Report](#) [RPR Complete Property Report](#)

Photos

Taxes

Year	Season	Total Ad Val	Admin Fee	Asmnt	CVT	Ttl Seasonal
2016	W	\$0.00	\$0.00	\$107.17	\$0.00	\$107.17
2016	S	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2015	W	\$0.00	\$0.00	\$114.47	\$0.00	\$114.47
2015	S	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2014	W	\$0.00	\$0.00	\$117.89	\$0.00	\$117.89
2014	S	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2013	W	\$0.00	\$0.00	\$87.35	\$0.00	\$87.35
2013	S	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2012	W	\$0.00	\$.49	\$49.02	\$0.00	\$49.51
2012	S	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Assessments

Year	Taxable Val	State Eq Val	Hmstd %	Ttl Taxes
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Transfer Information

Grantor	Grantee	Sale Date	Deed Date	Sale Price	Deed Type	Liber/Page
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Other Recordings

Obligee	Obligor	Record Date	Doc Date	Amount	Doc Type	Liber/Page
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Characteristics

#1 Porch/Dimensions: /
Irregular: Storm Sewer:
 Acres: 4.47

Search for MLS Listings

Click Arrow for Property History

[Report Incorrect Data](#)

County is 'WAY - Wayne County'
 PADD Street Number is 1358
 PADD Street Name is like 'Council*'
 Found 1 result in 0.02 seconds.

AGREEMENT FOR PURCHASE AND SALE

THIS AGREEMENT FOR PURCHASE AND SALE ("Agreement") is made this 29th day of February, 2017, by and between Allen H. Vigneron, Roman Catholic Archbishop of the Archdiocese of Detroit ("Seller"), whose address is 12 State Street, Detroit, Michigan 48226, and Ali Redwan Salem A. Omer ("Purchaser"), whose address is _____

WITNESSETH:

WHEREAS, Seller desires to sell, and Purchaser desires to purchase, all right, title and interest of Seller in and to the real property located in the City of Lincoln Park, County of Wayne, State of Michigan, more particularly described on the attached Exhibit A (the "Property"), in accordance with the terms set forth below;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. **Purchase and Sale.** Seller agrees to sell to Purchaser and Purchaser agrees to purchase from Seller all right, title and interest of Seller in and to the Property, subject to the terms of this Agreement. The purchase and sale of the Property shall be consummated by delivery of an executed recordable covenant deed subject to (a) all existing building and use restrictions and easements, (b) exceptions to title set forth in the Title Commitment (as defined below), (c) standard preprinted exceptions set forth in the binder to the Title Commitment, (d) matters which an accurate survey or inspection of the Property would disclose; (e) zoning ordinances; (f) rights of the public and of any governmental unit in any part thereof taken, used or dedeed for street, road or highway purposes; (g) taxes and assessments, whether general or special, and any lien arising therefrom, which are not due and payable as of Closing (as defined below); and (h) the Restrictive Covenant (as defined below).

Anything in this Agreement to the contrary notwithstanding, Purchaser hereby acknowledges and agrees that Seller's obligations under this Agreement are expressly contingent upon the approval of the Archdiocese of Detroit Finance Council and College of Consultors. In the event the Agreement is not approved by the Archdiocese of Detroit Finance Council and College of Consultors, Seller shall have the right to terminate this Agreement upon written notice to Purchaser any time prior to Closing. *JA Seller shall have the right to terminate this agreement upon written notice to Purchaser for (90) after execution - after which the right to terminate shall be extinguished.*

2. **Purchase Price.** The purchase price (the "Purchase Price") to be paid by Purchaser to Seller for the Property shall be Two Hundred Thirty Thousand and 00/100 Dollars (\$230,000.00) and shall be payable as follows:

Ten Thousand and 00/100 Dollars (\$10,000.00) shall be deposited by Purchaser with the Title Source Inc. ("Title Company"), as escrow agent for the mutual benefit of the parties within three (3) days after both parties have executed this Agreement ("Deposit"). The Deposit shall be held by the Title Company until refunded, forfeited or applied against the Purchase Price in accordance with this Agreement.

Fifty Thousand and 00/100 Dollars (\$50,000.00) (inclusive of the Deposit), plus or minus Closing prorations and other adjustments described in this Agreement, shall be paid by Purchaser to Seller at Closing.

The balance of the Purchase Price in the amount of One Hundred Eighty Thousand and 00/100 Dollars (\$180,000.00) shall be due and payable by Purchaser to Seller in accordance with the terms of a promissory note to be executed by Purchaser and delivered to Seller at Closing substantially in the form as attached hereto as Exhibit B-1 ("Purchase Money Note"). Payments of \$3,000 shall be due and payable on the first day of each month commencing on the first day of the month after Closing. All outstanding principal and interest due under the Purchase Money Note shall be due and payable five (5) years after Closing ("Maturity Date"). The unpaid principal balance outstanding from time to time under the Purchase Money Note shall bear interest calculated on a basis of a 360-day year for the actual number of days elapsed at a per annum rate of interest equal to seven percent (7%) until maturity, or until a default under the Purchase Money Note, and after that at a default rate equal to twelve percent (12%) per annum (but in no event in excess of the maximum rate permitted by law). A late installment charge equal to five percent (5%) of each late installment may be charged on any installment payment not received by Seller within five (5) calendar days after the installment due date but acceptance of this charge shall not waive any default under the Purchase Money Note. Purchaser may prepay the Purchase Money Note in whole or in part at any time without penalty. The Purchase Money Note will be secured by a purchase money mortgage, in substantially the form as attached hereto as Exhibit B-2, encumbering the Property. The terms and conditions of this paragraph shall survive Closing.

3. **Restrictive Covenant.** Purchaser hereby acknowledges and agrees that the conveyance of the Property by Seller to Purchaser shall be subject to the following express covenants (the "Restrictive Covenants"), which shall run with the land:

(a) Purchaser, its successors and/or assigns, hereby covenant and agree that any church or religious organization on the Property shall not be called and/or referred to as St. Henry or Christ the Good Shepherd. Purchaser, its successors and/or assigns, further covenant and agree that Purchaser shall not operate, advertise, publicize, represent or in any way reference an affiliation to any Roman Catholic church, the Archdiocese of Detroit or any Archdiocese of Detroit church or school, regardless of whether such Archdiocese of Detroit church or school currently is in existence or has been closed; and/or

(b) Purchaser, its successors and/or assigns, hereby further covenant and agree it shall not use the Property (i) for certain medical uses such as assisted suicide or any similar type of activity; abortions or any similar type of activity; artificial fertilization/insemination or any similar type of activity; and genetic cloning or any similar type of activity; or (ii) as an adult arcade, adult bookstore or adult video store, adult cabaret, adult motion picture theater, or for any sexually oriented business, all as defined in the Detroit City Ordinance as of the date of this Agreement, or (iii) any other use that is contrary to the teachings of the Roman Catholic Church.

It is expressly understood and agreed that the Restrictive Covenants contained herein shall attach to and run with the land and bind the Purchaser and its successors and assigns in perpetuity. It shall be lawful for Seller, its successors and/or assigns, to institute and prosecute any proceedings at law or in equity against any person violating or threatening to violate the Restrictive Covenants. Any conveyance of the Property shall include the Restrictive Covenants and be subject to the terms, condition, covenants, restrictions and agreements set forth herein. In the event Seller, its successors and/or assigns institutes legal proceedings against the Purchaser, or its successors and/or assigns, for breach of or to enforce any of the Restrictive Covenants, or any of its rights under this Paragraph, the

party against whom a judgment is entered shall pay all costs and expenses relative thereto, including reasonable attorneys' fees, of the prevailing party.

4. **Personal Property.** Purchaser hereby acknowledges and agrees that Seller shall have the right to remove any and all personal property from the Property at any time from the Effective Date until the Closing. Seller agrees to sell to Purchaser all of the personal property owned by Seller that is remaining on the Property as of Closing ("Personal Property") for the sum of \$1.00 ("Additional Personal Property Consideration"). The Additional Personal Property Consideration shall be in addition to the Purchase Price and paid by Purchaser at Closing. At Closing, Seller shall execute and deliver to Purchaser a quit claim Bill of Sale conveying title of the Personal Property (other than the Excluded Personal Property) to Purchaser in its "as is" condition, without any representation or warranties of any kind or nature.

5. **Survey.** Purchaser, at its sole cost and expense, may, but shall be under no obligation to, obtain a survey of the Property ("Survey").

6. **Title.** Seller shall procure, at its sole cost and expense, and deliver to Purchaser within fourteen (14) days after the Effective Date, a commitment (the "Title Commitment") for an Owner's title insurance policy from Title Company with standard exceptions. If the Title Commitment discloses any defects which render title unmarketable, Purchaser shall notify Seller thereof (the "Defect Notice") within ten (10) days after Purchaser's receipt of the Title Commitment, otherwise, Purchaser shall be deemed satisfied with the Title Commitment and the condition of title without any further action by the parties. Seller shall have thirty (30) days from receipt of any Defect Notice to cure the defect or obtain the Title Company's agreement to affirmatively insure over such defect, although Seller shall have no obligation to cure or obtain insurance over such defects. If Seller does not cure or obtain insurance over any defect within said thirty (30) day period or if Seller notifies Purchaser that it will not attempt to cure or obtain such insurance, Purchaser shall have the option upon notice to Seller not later than ten (10) days after the expiration of said thirty (30) day period or such notice from Seller, whichever occurs first, either to (a) terminate this Agreement, whereupon this Agreement shall terminate, Seller shall return the Deposit to Purchaser and, subject to such obligations of Purchaser hereunder which expressly survive termination of this Agreement, neither party shall have any further obligation to the other, or (b) accept title as it then is without any reduction in the Purchase Price. If Purchaser does not notify Seller of its election within said ten (10) day period, Purchaser shall be deemed to have elected option (b).

7. **Inspection Period.** Purchaser shall have the right within ninety (90) days after the Effective Date (such period being referred to herein as the "Inspection Period"), at Purchaser's sole cost and expense, to conduct such tests, studies and examinations of the Property as Purchaser deems advisable, to investigate applicable laws, ordinances and codes, and to do all other things as Purchaser deems necessary, in its sole discretion, to satisfy itself that the Property is suitable for Purchaser's intended use; provided, however, that Purchaser shall not conduct any soil borings or other invasive testing of the Property without the prior written consent of Seller (collectively, the "Inspections"). Seller agrees that Purchaser, its officers, employees, agents, invitees and contractors ("Purchaser's Representatives") shall have reasonable access to the Property to conduct the Inspections, all at Purchaser's sole cost, risk and expense. Purchaser shall indemnify, defend and hold Seller harmless from any claim, loss, cost, expense, liability, damage or injury, including reasonable attorneys' fees, arising out of or related to any Inspections. In the event any such Inspections disturb any portion of the Property the Purchaser shall, at its sole cost and expense, promptly restore the Property to its prior condition. These obligations shall survive the Closing or the

termination of this Agreement. If Purchaser is not satisfied with the results of its Inspections, Purchaser shall have the right to terminate this Agreement upon notice to Seller thereof within the Inspection Period, whereupon this Agreement shall terminate, the Deposit shall be returned to the Purchaser and, subject to such obligations of Purchaser hereunder which expressly survive termination of this Agreement, neither party shall have any further obligation to the other, otherwise Purchaser shall be deemed satisfied with the results of its Inspections and the condition of the Property without any further action by the parties.

8. **Governmental Approval Period.** This Agreement is contingent upon Purchaser obtaining within ninety (90) days from the Effective Date (as such period may be extended as expressly provided in this Section 8, the "Governmental Approval Period") all zoning and governmental approvals necessary for Purchaser's intended development of the Property for use as a banquet hall on terms and conditions acceptable to Purchaser (the "Governmental Approvals"). Purchaser shall proceed in good faith and use commercially reasonable efforts to obtain the Governmental Approvals. If Purchaser is unable to obtain the Governmental Approvals within ninety (90) days of the Effective Date, Purchaser may provide Seller written notice to extend the Governmental Approval Period by sixty (60) days, such that the Governmental Approval Period will expire one hundred fifty (150) days from the Effective Date ("Extension Notice"). If Purchaser does not provide Seller with the Extension Notice, the Governmental Approval Period will be deemed to automatically terminate ninety (90) days from the Effective Date. If Purchaser is unable to obtain the Governmental Approvals within the Governmental Approval Period, Purchaser may, prior to the expiration of the Governmental Approval Period: (a) terminate this Agreement, in which event the Title Company shall return the Deposit to Purchaser, and the parties shall thereafter have no further rights or obligations to each other under this Agreement, except for such obligations which survive termination of this Agreement; or (b) waive the contingency under this Section and the right to obtain all Governmental Approvals, in which event the parties shall consummate the purchase and sale of the Property in accordance with and subject to the terms and provisions of this Agreement. In the event Purchaser does not notify Seller prior to the expiration of the Governmental Approval Period that Purchaser was unable to obtain the Governmental Approval, the contingency set forth in this Section shall be deemed automatically waived by Purchaser. Seller agrees to cooperate with Purchaser's efforts to obtain the Governmental Approvals, including joining in applications to the City, at no cost or liability to Seller and provided that such Governmental Approvals will not be binding on Seller if this Agreement is terminated for any reason.

9. **Termination.** If Purchaser terminates this Agreement for any reason, then Purchaser shall, provided that Seller is not in default of this Agreement, furnish to Seller copies of all inspection reports, environmental audits and reports, and other documents or reports obtained by Purchaser in connection with its Inspections and/or any other matter relating to the Property.

10. **Closing.** Subject to the conditions of this Agreement, the closing of the purchase and sale (the "Closing") shall take place fifteen (15) days after the later of (i) the expiration of the Inspection Period, or (ii) the expiration of the Governmental Approval Period, at 1:00 p.m. at the offices of Seller's counsel or at such other date, time and place as the parties may agree in writing. All closing documents (except the Covenant Deed which shall be prepared by Seller's Counsel) shall be prepared by the Title Company, and shall be consistent with this Agreement and otherwise mutually satisfactory to Purchaser and Seller. At Closing, Purchaser shall furnish Seller with copies of appropriate documents demonstrating that Purchaser is duly authorized, validly existing and in good standing in the State of Michigan and has the requisite authority to consummate the

transactions contemplated hereby, together with such other documents as the Title Company may require. Seller shall deliver to Purchaser exclusive possession of the Property at Closing.

11. **Prorations, Adjustments, Expenses.** Seller shall pay all real property taxes and assessments which are due and payable with respect to the Property as of the date of Closing. Current real property taxes and assessments shall be prorated on a due date basis as of the date of Closing as if paid in advance. Seller shall also be responsible for state and county transfer taxes, the title premium for the Owner's Policy, one-half of the cost of the Title Company to prepare the closing documents, and its own attorneys' fees. Purchaser shall be responsible for all other fees, taxes, costs and expenses arising from the purchase and sale under this Agreement, including without limitation, recording fees, fees for any endorsements to the Title Policy, fees, costs and expenses for Purchaser's Inspections, including survey costs, appraisal fees and environmental audit fees, fees of any lender of Purchaser, all fees in connection with Purchaser obtaining a mortgage, if any, one-half of the costs of the Title Company to prepare the closing documents and Purchaser's attorneys' fees.

Seller agrees to escrow with the Title Company pursuant to a customary water escrow agreement a reasonable amount based upon the historical water bills to cover the cost of the final water bill for usage to the date of Closing.

12. **Default.** If Purchaser defaults hereunder, then in addition to any other remedies available at law or in equity, Seller may elect in its sole discretion to (a) terminate this Agreement as its sole and exclusive remedy, whereupon the Deposit shall be retained by Seller as liquidated damages and neither party shall have any further liability or obligation under this Agreement, (b) terminate this Agreement and Seller may seek judgment against Purchaser for damages, or (c) seek judgment against Purchaser for specific performance of this Agreement. If Seller defaults hereunder and such default is not cured within thirty (30) days after receipt of notice from Purchaser of such default, then Purchaser may, as its sole legal and equitable remedy, terminate this Agreement, whereupon the Deposit shall be promptly returned to Purchaser and neither party shall have any obligation to the other except Purchaser's obligations which would otherwise survive Closing.

13. **"AS IS" ACQUISITION.** SELLER IS NOT MAKING AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY OR ANY PART THEREOF, INCLUDING WITHOUT LIMITATION, AS THE CASE MAY BE, REPRESENTATIONS OR WARRANTIES AS TO TITLE, ZONING, TAX CONSEQUENCES, PHYSICAL CONDITIONS, AVAILABILITY OF ACCESS, INGRESS OR EGRESS, OPERATING HISTORY OR PROJECTIONS, VALUATION, GOVERNMENTAL APPROVALS OR REGULATIONS OR ANY OTHER MATTER OR THING RELATING TO OR AFFECTING THE PROPERTY. PURCHASER IS RELYING SOLELY ON ITS OWN EXPERTISE AND ITS FAMILIARITY WITH THE PROPERTY ON THE EXPERTISE OF PURCHASER'S INSPECTORS AND CONSULTANTS, AND THE PURCHASER'S AND SUCH INSPECTOR'S AND CONSULTANT'S INSPECTIONS OF THE PROPERTY. UPON CLOSING, PURCHASER AGREES TO ASSUME THE RISK THAT ADVERSE MATTERS MAY NOT HAVE BEEN REVEALED BY THE INSPECTIONS. UPON CLOSING, SELLER SHALL SELL AND CONVEY TO PURCHASER AND PURCHASER SHALL ACCEPT THE PROPERTY "AS IS," AND "WHERE IS," WITH ALL FAULTS, AND WITH NO ADJUSTMENTS FOR PHYSICAL, FUNCTIONAL, ECONOMIC CONDITIONS, AND THERE ARE NO ORAL AGREEMENTS, REPRESENTATIONS OR WARRANTIES RELATED OR COLLATERAL

TO OR AFFECTING THE PROPERTY BY SELLER. PURCHASER REPRESENTS AND WARRANTS TO SELLER THAT UPON EXPIRATION OF THE INSPECTION PERIOD, PURCHASER WILL HAVE HAD AMPLE OPPORTUNITY TO MAKE A PROPER INSPECTION, EXAMINATION AND INVESTIGATION OF THE PROPERTY TO FAMILIARIZE ITSELF WITH ITS CONDITION AND THAT PURCHASER WILL DO SO TO ITS SATISFACTION. UPON CLOSING, PURCHASER SHALL HAVE NO CLAIM, IN LAW OR IN EQUITY, AND HEREBY RELEASES AND FOREVER DISCHARGES SELLER (AND ITS OFFICERS, DIRECTORS, SHAREHOLDERS, PARTNERS, MEMBERS, MANAGERS, AGENTS, BROKERS, EMPLOYEES, REPRESENTATIVES, AFFILIATED OR RELATED ENTITIES, SUCCESSOR AND ASSIGNS) FROM ANY CLAIMS, ACTIONS, LIABILITIES OR OBLIGATIONS, BASED UPON THE CONDITION OF THE PROPERTY OR THE FAILURE OF THE PROPERTY TO MEET ANY STANDARDS, INCLUDING WITHOUT LIMIT, THE PRESENCE OF ANY HAZARDOUS MATERIALS ON, AT, UNDER OR EMANATING FROM THE PROPERTY, OR ANY HAZARDOUS USE ON OR ABOUT THE PROPERTY, OR ANY VIOLATION OF ANY ENVIRONMENTAL LAWS. FURTHER, ANYTHING IN THIS AGREEMENT TO THE CONTRARY NOTWITHSTANDING, IN NO EVENT SHALL SELLER BE LIABLE FOR INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS OR REVENUE, INTERFERENCE WITH BUSINESS OPERATIONS, LOSS OF TENANTS, LENDERS, INVESTORS, BUYERS, DIMINUTION IN VALUE OF THE PROPERTY, OR INABILITY TO USE THE PROPERTY, DUE TO THE CONDITION OF THE PROPERTY. THE TERMS AND CONDITIONS OF THIS PARAGRAPH SHALL SURVIVE THE CLOSING AND THE CONVEYANCE OF THE PROPERTY.

14. **Brownfield Indemnity.** Purchaser hereby agrees to indemnify, defend and hold harmless Seller and its affiliates, subsidiaries and successors and assigns, from any and all liability, claim, cost, loss, damage or expense (including actual attorneys' fees) which any of them may incur or suffer as a result of, arising out of or in connection with any action taken by the State of Michigan (including its agencies and authorities) or by a local unit of government pursuant to Michigan's Brownfield Redevelopment Financing Act, M.C.L. 125.2651 et seq. to recover tax increment revenues expended at or with respect to the Property at the request of or arising out of the acts of the Purchaser.

15. **Condemnation.** If, after the execution of this Agreement, the Property shall be subjected to a taking, either total or partial, by eminent domain, inverse condemnation, or otherwise, for any public or quasi-public use, or if any notice of intent of taking is received by Seller or Purchaser, the parties shall nevertheless proceed to Closing and Purchaser shall be entitled to participate in any such condemnation or eminent domain proceeding and to receive all of the proceeds attributable to any portion of the Property. Seller and Purchaser each agree to promptly forward to the other any notice of intent received pertaining to a taking of all or any portion of the Property.

16. **Casualty.** In the event of any casualty to the Property, Purchaser shall take the Property subject to the effect and consequences of that casualty, and Seller shall, in its sole and absolute discretion, either (i) pay over any insurance proceeds actually collected or received by Seller accruing to Seller's benefit with respect to that casualty, or (ii) reduce the Purchase Price by the reasonable cost to repair the damage to the improvements on the Property caused by the casualty

as determined by Seller (in which event Seller shall retain the right to collect any insurance proceeds); provided, however, if the improvements on the Property shall be so damaged or destroyed by fire or other casualty as to require an estimated expenditure (as determined by Seller) of more than \$100,000 to repair or restore such improvements to the same condition as existed immediately prior to the casualty, Seller may terminate this Agreement upon written notice to Purchaser within thirty (30) days after such casualty.

17. **Broker.** Seller and Purchaser each represent and warrant to the other that they have not used the services of any broker in connection with this transaction except CBRE ("Seller's Broker"). Seller will pay the commission of Seller's Broker pursuant to a separate written agreement between Seller and Seller's Broker. Seller shall indemnify and forever save and hold Purchaser harmless from and against claims for brokerage or commissions in connection with this transaction by any person or party claiming by, through or under Seller. Purchaser shall indemnify and forever save and hold Seller harmless from and against claims for brokerage or commission in connection with this transaction by any person or party claiming by, through or under Purchaser.

18. **Foreign Seller Affidavit.** Seller represents and warrants to Purchaser that it is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code and is therefore exempt from the withholding requirements of such Section. Seller shall deliver to Purchaser at Closing the exemption certificate described in Section 1445.

19. **Miscellaneous.**

(a) **Entire Agreement.** This Agreement constitutes the entire contemplated agreement between the parties hereto with respect to the transactions contemplated herein, and it supersedes all prior oral and written understandings or agreements between the parties.

(b) **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, devisees, personal representatives, successors and permitted assigns. Purchaser shall not assign this Agreement without Seller's prior written consent.

(c) **Waiver; Modifications.** Failure by Purchaser or Seller to insist upon or enforce any of its rights shall not constitute a waiver thereof. Either party hereto may waive the benefit of any provision or condition for its benefit contained in this Agreement. No oral modification hereof shall be binding upon the parties, and any modification shall be in writing and signed by the parties.

(d) **TIME IS OF THE ESSENCE.** Time is of the essence with respect to the performance of the parties' obligations hereunder.

(e) **Drafting.** Each party hereto hereby acknowledges that all parties hereto participated equally in the drafting of this Agreement and that, accordingly, no court construing this Agreement shall construe it more stringently against one party than the other.

(f) **Governing Law.** This Agreement is executed in and shall be governed by, and construed under, the laws of the State of Michigan.

(g) **Notices.** Any notice or consent required to be given pursuant to this Agreement or otherwise desired to be delivered by one party to the other, shall be effective only if it is in writing and is either (a) personally delivered to such party at its address set forth below (or to such other place as the party to receive such notice shall have specified by notice in advance thereof); or (b) by Federal Express or other similar next business day air courier. Notice shall be deemed given upon personal delivery or one (1) business day following deposit with an air courier. Notices shall be deemed properly addressed if given at the following:

(a) If to Purchaser: Salem A Omer
3307 Edsel St
Dearborn Mi 48120

(b) If to Seller: Director of Properties
Archdiocese of Detroit
12 State Street
Detroit, Michigan 48226

With a required copy to: Nicholas P. Scavone, Jr.
Bodman PLC
1901 St. Antoine Street
6th Floor at Ford Field
Detroit, Michigan 48226

(h) **Performance.** Whenever this Agreement requires that something be done within a period of days, such period shall (i) not include the day from which such period commences, (ii) include the day upon which such period expires, (iii) expire at 5:00 p.m. eastern standard time on the date by which such thing is to be done, and (iv) be construed to mean calendar days; provided that if the final day of such period falls on a Saturday, Sunday or legal holiday in the State of Michigan, such period shall extend to the first business day thereafter.

(i) **Counterparts.** It is understood and agreed that this Agreement may be executed in several counterparts, each of which, for all purposes, shall be deemed to constitute an original and all of which counterparts, when taken together, shall be deemed to constitute one and the same agreement, even though all of the parties hereto may not have executed the same counterpart.

(j) **Use of Headings.** The use of headings within this Agreement are for ease of reference and convenience only and shall not be used or construed to limit or enlarge the interpretation of the language hereof or the enforcement of this Agreement.

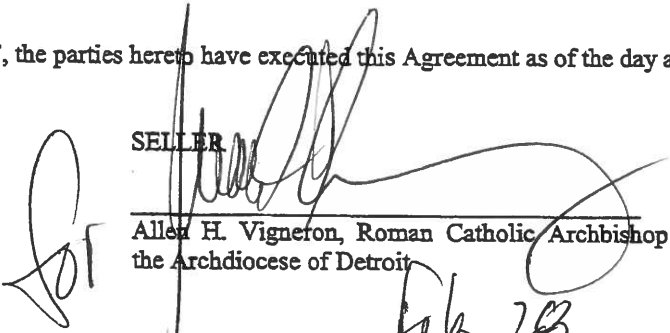
(k) **Attorney Fees.** If a dispute arises out of this Agreement, then the prevailing party will be entitled to recover its actual attorney fees and costs from the other party.

(l) **No Offer.** This Agreement does not constitute an offer and shall not be binding on the parties unless and until executed by both of them.

(m) **Effective Date.** As used in this Agreement, the "Effective Date" shall mean the later of the Seller Execution Date or the Purchaser Execution Date set forth on the signature page hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written.

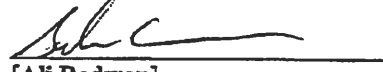
SELLER



Allen H. Vigneron, Roman Catholic Archbishop of the Archdiocese of Detroit

Seller Execution Date: Feb 28, 2017

PURCHASER:



[Ali Redwan]
Salem A. Omer

Purchaser Execution Date: 2-16-17, 2017

Exhibit B-1

PROMISSORY NOTE

\$180,000

Detroit, Michigan

As of _____, 2017

For value received, [~~Ali Redwan~~] **Salem A. Omer** ("Maker"), promises to pay to the order of Allen H. Vigneron, Roman Catholic Archbishop of the Archdiocese of Detroit ("Lender"), at 12 State Street, Detroit, Michigan 48226, or at such other place as the holder of this Note may designate in writing from time to time, in legal tender of the United States, One Hundred Eighty Thousand and 00/100 Dollars (\$180,000.00) in lawful money of the United States of America with interest as hereinafter provided.

1. Interest. The unpaid principal balance outstanding from time to time under this Note shall bear interest calculated on a basis of a 360-day year for the actual number of days elapsed at a per annum rate of interest equal to seven percent (7%) until maturity, whether by demand, acceleration or otherwise, or until Default, as later defined, and after that at a default rate equal to twelve percent (12%) per annum (but in no event in excess of the maximum rate permitted by law).

2. Payments. Commencing on _____, 2017, and continuing on first day of each month thereafter, Maker shall make payments to Lender in the amount of Three Thousand and 00/100 Dollars (\$3,000.00) which are inclusive of interest, and the entire remaining unpaid balance of principal and accrued interest shall be payable on _____, 2022 (the "Maturity Date"), unless payable sooner pursuant to the provisions of this Note. Maker hereby acknowledges and agrees that the final payment due on the Maturity Date will be a balloon payment of all then outstanding principal and accrued interest. If at any time interest in excess of the applicable legal rate is paid or collected by Lender, then any such amount shall be immediately credited by Lender on principal and shall not be charged to interest, it being the intention of Lender that no interest in excess of the legal rate be taken or received. This Note may be prepaid at any time without premium or penalty. A late installment charge equal to 5% of each late installment may be charged on any installment payment not received by the Lender within five (5) calendar days after the installment due date, but acceptance of payment of this charge shall not waive any default under this Note. The acceptance by Lender of any payment in an amount less than the amount then due shall be deemed an acceptance on account only, and the failure to pay the entire payment due shall be and continue to be a Default (as defined below) under this Note; and, at any time thereafter, Lender shall be entitled to exercise all rights conferred upon it in this Note and, thereafter, Lender may apply any payments received in such order as it elects.

3. Default. Maker shall be deemed in default hereunder ("Default") upon (i) Maker's failure to pay when due and payable any sum payable under this Note, or (ii) the occurrence of an Event of Default as defined in the Purchase Money Mortgage executed by Maker in favor of Lender of even date herewith ("Purchase Money Mortgage").

4. Acceleration. Upon Default, Lender shall have the right to accelerate all outstanding principal and interest due under this Note.

5. **Collection of Fees.** If the principal and all accrued interest is not paid in full on or before maturity, whether by acceleration or otherwise, Maker agrees to reimburse the holder or owner of this Note upon demand for any and all costs and expenses (including without limit, court costs, legal expenses and reasonable attorney fees, whether inside or outside counsel is used, whether or not suit is instituted and, if suit is instituted, whether at the trial court level, appellate level, in a bankruptcy, probate or administrative proceeding or otherwise) incurred in collecting or attempting to collect this Note or incurred in any other matter or proceeding relating to this Note.

6. **Waivers.** Maker hereby waives presentment, demand, protest, notice of dishonor, notice of demand or intent to demand, notice of acceleration or intent to accelerate, and all other notices, except such notice as is specifically required by the terms of this Note. Maker waives all defenses or right to discharge available under Section 3-605 of the Michigan Uniform Commercial Code and waives all other suretyship defenses or right to discharge. Maker agrees that Lender has the right to sell, assign, or grant participations or any interest in, any or all of the indebtedness under this Note.


7. **Governing Law.** **THIS NOTE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF MICHIGAN.**

8. **Jury Trial Waiver.** **THE MAKER AND LENDER ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL ONE, BUT THAT IT MAY BE WAIVED. EACH PARTY, AFTER CONSULTING (OR HAVING HAD THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF THEIR CHOICE, KNOWINGLY AND VOLUNTARILY, AND FOR THEIR MUTUAL BENEFIT, WAIVES ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION REGARDING THE PERFORMANCE OR ENFORCEMENT OF, OR IN ANY WAY RELATED TO, THIS NOTE.**

9. **No Contrary Agreement.** Maker acknowledges and agrees that there are no contrary agreements, oral or written, establishing a term of this Note and agrees that the terms and conditions of this Note may not be amended, waived or modified except in a writing signed by Lender expressly stating that the writing constitutes an amendment, waiver or modification of the terms of this Note. If any provision of this Note is unenforceable in whole or part for any reason, the remaining provisions shall continue to be effective.

10. **Successors.** This Note shall bind Maker, and Maker's respective heirs, personal representatives, successors and assigns.

11. **Security.** This Note and the indebtedness and obligations of Maker hereunder are secured by the Mortgage with respect to the property as more particularly described in the Purchase Money Mortgage.



[Ali Redwan]

Salem A. Omer

Exhibit B-2

PURCHASE MONEY MORTGAGE
(THIS IS A FUTURE ADVANCE MORTGAGE)

THIS PURCHASE MONEY MORTGAGE ("Mortgage") is made this ____ day of ____, 2017, by [~~Ali Redwan~~ Salem A. Omer, a married man ("Mortgagor"), whose address is _____, in favor of Allen H. Vigneron, Roman Catholic Archbishop of the Archdiocese of Detroit ("Mortgagee"), whose address is 12 State Street, Detroit, Michigan 48226.

WITNESSETH:

WHEREAS, immediately preceding the execution and delivery hereof, Mortgagee sold and conveyed the Premises (as defined below) to Mortgagor pursuant to an Agreement for Purchase and Sale by and between Mortgagor and Mortgagee dated _____, 2017;

WHEREAS, a portion of the purchase price for such sale and conveyance is evidenced a promissory note made by Mortgagor in favor of Mortgagee dated of even date herewith in the face amount of \$180,000 (as it may be amended, renewed, extended, substituted or replaced from time to time, whether in greater or lesser amount, the "Note"); and

WHEREAS, Mortgagor desires to grant to Mortgagee purchase money mortgage liens and security interests in the Premises to secure the Note and certain other indebtedness and obligations, all as hereinafter set forth;

NOW, THEREFORE, as security for the purposes stated in this Mortgage, Mortgagor mortgages, grants, warrants, and assigns to Mortgagee, its successors and assigns, the following described property (collectively, the "Premises"):

- (a) the land situated in the County of Wayne, State of Michigan, more specifically described in Exhibit A attached (the "Land");
- (b) all easements, rights-of-way, licenses and privileges which run with the Land or otherwise are attached to or benefit the Land;
- (c) all buildings and improvements that may be constructed on or made to the Land;
- (d) all oil, gas and mineral rights, all water and water rights and all timber and landscaping improvements now or from time to time located on, under or above the Land;
- (e) all the rents, issues, profits, revenues, accounts and general intangibles arising from the Land, or relating to any business conducted by Mortgagor on it, under present or future leases, licenses or otherwise, including, without limit, all rights conferred by Act No. 210 of the Michigan Public Acts of 1953, as amended;

- (f) each of the tenements, hereditaments and appurtenances connected to any of the above and each of the reversions, and remainders connected to any of the above; and also all the estate, right, title, interest, property, claim and demand of Mortgagor with respect to any part or parcel thereof;
- (g) all right, title and interest of Mortgagor, if any, in and to the land lying in the bed of any street, road, avenue, alley or walkway, opened or proposed or vacated, or any strip or gore, in front of or adjoining the Land;
- (h) all machinery, apparatus, equipment, fittings, fixtures, and articles of personal property of every kind and nature, now or hereafter located in or upon the Land or any part thereof and used or useable in connection with any present or future operation of the Land or any building or buildings now or hereafter on the Land and now owned or hereafter acquired by Mortgagor (collectively, the "Equipment"), it being understood and agreed that the Equipment is a part of the Land and for the use of the Land and, whether affixed or annexed or not, shall for the purposes of this Mortgage be deemed conclusively to be real estate and mortgaged hereby;
- (i) all "as-extracted collateral";
- (j) any and all awards or payments, including interest thereon, and the right to receive the same, which may be made with respect to the Land as a result of (i) the exercise of the right of eminent domain, (ii) the alteration of the grade of any street, (iii) any loss of or damage to any building or other improvement on the Land, (iv) any other injury to or decrease in the value of the Land or (v) any refund due on account of the payment of real estate taxes, assessments or other charges levied against or imposed upon the Land, to the extent of all amounts which may be secured by this Mortgage at the date of receipt of any such award or payment by Mortgagee, and of the attorneys' fees, costs and disbursements incurred by Mortgagee in connection with the collection of such award or payment, Mortgagor hereby agreeing to execute and deliver, from time to time, such further instruments as may be requested by Mortgagee to confirm such assignment to Mortgagee of any such award or payment; and
- (k) all additions, attachments, accessions, parts, replacements, substitutions, and renewals of or for any of the foregoing property of Mortgagor, whether now owned or later acquired and all records (including without limit computer software) pertaining thereto, and all products and proceeds of the foregoing (whether cash or non-cash proceeds), including without limitation insurance and condemnation proceeds.

TO HAVE AND TO HOLD the Premises, and each and every part thereof, unto Mortgagee, its successors and assigns, forever.

This Mortgage secures all of the following (collectively, the "Indebtedness"): (a) all present and future indebtedness, obligations and liabilities of Mortgagor to Mortgagee under the Note, including without limitation, payment of the sum of One Hundred Eighty Thousand and 00/100 Dollars (\$180,000.00), together with interest thereon, in accordance with the terms of the Note, and (b) the performance of the terms, conditions, covenants and agreements contained in this Mortgage and any monies expended by Mortgagee in connection with the Note or this Mortgage. The Note, this Mortgage, and all documents, instruments and agreements executed in connection therewith or evidencing the Indebtedness are collectively referred to herein as the "Loan Documents").

AND Mortgagor, on a continuing basis, warrants, covenants and agrees to and with Mortgagee, which covenants, warranties and agreements, to the extent permitted by law, shall be deemed to run with the land, as follows:

1. **Payment of Indebtedness: Performance of Agreements.** The Mortgagor shall pay the principal of and interest on the Indebtedness according to the terms of the Loan Documents, and will keep and perform all the covenants, promises and agreements in the Loan Documents, all in accordance with the terms of the Loan Documents.

2. **Covenants of Title.** The Mortgagor has good and indefeasible title to the entire Premises in fee simple and with good right and full power to sell, mortgage and convey the same, the Premises are free and clear of liens and encumbrances, except for those encumbrances listed on Exhibit B attached hereto, if any (the "Permitted Encumbrances"), and those which may be created in accordance with the terms hereof, and Mortgagor will warrant and defend the Premises against all lawful claims and demands whatsoever. The Mortgagee shall have the right, at its option and in its sole discretion, to take whatever action it may deem necessary, from time to time, to defend or uphold the lien of this Mortgage or otherwise enforce any of the rights of Mortgagee hereunder or any obligation secured hereby, including without limitation, the right to institute appropriate legal proceedings for such purposes.

3. **Payment of Taxes, Assessments and Charges.** The Mortgagor shall pay before delinquency and before any penalty or interest for nonpayment attaches all real estate taxes, special assessments, water charges and sewer charges, and other governmental, public or municipal charges, dues, fines or impositions now or hereafter assessed or levied against the Premises or any part thereof and in case of default in the payment thereof when the same shall be due and payable, the Mortgagee shall have the right after ten (10) calendar days' prior written notice to the Mortgagor, but not the obligation, to pay the same or any of them. Upon request of the Mortgagee, the Mortgagor shall furnish to the Mortgagee receipts for the payment of all such items prior to the date when the same shall become delinquent.

4. **Reserves for Taxes and Insurance Premiums.** From and after any failure of the Mortgagor to pay real estate taxes or insurance premium(s) as provided in this Mortgage, or if an Event of Default has occurred, upon the request of the Mortgagee, the Mortgagor shall make monthly deposits with the Mortgagee in a non-interest bearing account in an amount equal to (a) one-twelfth (1/12) of the yearly taxes and assessments which may be levied against the Premises and (b) one twelfth (1/12) of the yearly premiums for insurance which the Mortgagor covenants to maintain under the terms of this Mortgage. All such deposits shall be made in such amounts so that the Mortgagee shall have such tax and insurance payments in hand at least thirty (30) calendar days prior to the due dates thereof. Upon the occurrence of an Event of Default all such escrows of taxes and insurance, at the option of the Mortgagee, may be applied to such taxes or insurance or toward the payment of the Indebtedness.

5. **Maintenance and Repair; Compliance with Laws; Inspection.** The Mortgagor will keep the Premises and all the improvements thereon in good order, condition and repair, and Mortgagor expressly agrees that it will not do or permit waste on the Premises nor do any other act where the Premises will become less valuable or the lien hereof may be impaired. The Mortgagor shall promptly comply, and cause the Premises and the occupants or users thereof to comply, with all present and future laws, ordinances, orders, rules and regulations and other requirements of any governmental authority affecting the Premises or the use or occupancy thereof and with all instruments and documents of record or otherwise affecting the Premises, or the use or occupancy thereof. The Mortgagee, and any person authorized by Mortgagee, shall have the right to enter upon and inspect the Premises at all reasonable times. Should Mortgagor fail to comply with its obligations under this Section, Mortgagee may, at its

option, perform such obligations for the account of Mortgagor, and any sums paid by Mortgagee in connection therewith shall be added to the Indebtedness.

6. Insurance. The Mortgagor, at Mortgagor's sole cost and expense, shall obtain and maintain such policies of insurance with respect to the Premises as are commonly available and obtained for similar properties, including, but not limited to:

- a) commercial general liability insurance on an occurrence basis against claims for "personal injury", including without limitation bodily injury, death or property damage occurring on, in or about the Premises with a single limit of \$3,000,000 and with a deductible of not more than \$5,000;
- b) insurance against loss or damage by fire, windstorm, hail, explosion, and smoke damage and such other risks as are from time to time covered under "extended coverage" endorsements and special extended coverage endorsements commonly known as "all risks" endorsements in an amount equal to the full replacement cost thereof, and flood insurance (if the mortgaged premises are situated in an area which is considered a flood risk area by the United States Department of Housing and Urban Development, and in which flood insurance has been made available under the National Flood Insurance Act of 1968, as amended);
- c) during any period of construction, builder's risk insurance, and worker's compensation insurance covering all employees of Mortgagor and all persons engaged in work on the Premises; and
- d) such other insurance of the types and in the amounts as customarily carried by persons owning and developing similar properties or as otherwise required by Mortgagee from time to time.

The Mortgagor shall promptly pay when due the premiums on the policies referred to in subparagraph (a) above, and shall deliver certificates signed by the issuing agent stating the coverages of such policies of all such policies to Mortgagee and, upon Mortgagee's written request, deliver copies of such policies. All insurance shall be carried with companies approved by Mortgagee, and shall be non-cancelable except upon thirty (30) days prior written notice to Mortgagee. Not less than thirty (30) days before the expiration date of each policy of insurance required pursuant to subparagraph (a) above, the Mortgagor shall deliver to Mortgagee a certificate signed by the issuing agent stating the coverages of the renewal policy and copies of the policies marked "premiums paid" or accompanied by other evidence of payment satisfactory to Mortgagee. In the event that the premiums on the policies referred to in subparagraph (a) above are not paid on or before their due date, the Mortgagee shall have the right, but not the obligation, without notice or demand to the Mortgagor, to pay the same or any of them. Any sums paid by Mortgagee for insurance as provided above shall be added to the Indebtedness. In the event of loss or damage, the proceeds of all required insurance shall be paid to Mortgagee alone. No loss or damage shall itself reduce the Indebtedness. Mortgagee and any of Mortgagee's employees is each irrevocably appointed attorney-in-fact for Mortgagor and is authorized to adjust and compromise each loss without the consent of Mortgagor, to collect, receive and receipt for the insurance proceeds in the name of Mortgagee and Mortgagor and to endorse Mortgagor's name upon any check in payment of the loss. The proceeds shall be applied first toward reimbursement of all costs and expenses of Mortgagee in collecting the proceeds (including, without limit, attorneys' fees), and then toward payment of the Indebtedness or any portion of it, whether or not then due or payable and in whatever order of maturity as Mortgagee may elect, or Mortgagee, at its option, may apply any or all the insurance proceeds to the repair or rebuilding of the Premises. Application of proceeds by Mortgagee toward later maturing

installments of the Indebtedness shall not excuse Mortgagor from making the regularly scheduled installment payments nor shall such application extend the due date or reduce the amount of any of these payments.

7. Representations and Warranties; Covenants.

Mortgagor hereby represents and warrants to Mortgagee that: (i) Mortgagor has the power and authority to own its properties and assets, to carry out its business in every jurisdiction where necessary and to execute this Mortgage and the other Loan Documents to which it is a party and to incur the Indebtedness; (ii) Mortgagor has all licenses necessary to carry on its business as presently conducted and as will be conducted on the Premises; and (iii) this Mortgage and the other Loan Documents to which Mortgagor is a party are valid, binding on the Mortgagor and enforceable in accordance with their terms and Mortgagor's execution of this Mortgage and the Loan Documents to which it is a party do not conflict with any legal obligation of Mortgagor.

Mortgagor covenants with Mortgagee as follows: (i) to construct all improvements on the Premises in accordance and in compliance with all requirements of governmental authorities having jurisdiction over the Premises or the Improvements; and (ii) to maintain all licenses required for Mortgagor to conduct its business and to construct the improvements and to preserve and keep in full force and effect the Mortgagor's corporate existence, rights and franchises and comply with all applicable laws.

Mortgagor covenants and agrees that it will not, without the prior written consent of Mortgagee: (i) sell, transfer, lease or encumber the Premises, or any part thereof, or take any action which would result in the assignment, transfer, encumbrance or other conveyance of a beneficial interest in the Premises, or any part thereof; and (ii) seek to obtain any change in the zoning designation for the Premises, or once approval is obtained therefore, any change to the final site plan.

8. Eminent Domain. Notwithstanding any taking under the power of eminent domain, alteration of the grade of any street, or other injury to or decrease in value of the Premises by any public or quasi-public authority or corporation, Mortgagor shall continue to pay the Indebtedness in accordance with the terms thereof and any reduction in the principal sum resulting from the application by Mortgagee of such award or payment as hereinafter set forth shall be deemed to take effect only upon the receipt by Mortgagee of such award. The Mortgagor hereby assigns the entire proceeds of any award or payment to Mortgagee. The Mortgagee is authorized to commence, appear in and prosecute, in its own or in Mortgagor's name, any action or proceeding relating to any such taking, and to settle or compromise any claim in connection therewith. Such proceeds shall be applied first toward reimbursement of all costs and expenses of Mortgagee in collecting said proceeds and then toward payment of the Indebtedness or any portion thereof whether or not then due or payable, or Mortgagee at its option may apply said proceeds, or any part thereof to the alteration, restoration or rebuilding of the Premises. No such application of proceeds by Mortgagee toward payment of the Indebtedness shall reduce the amount of the payments required to be made on the Indebtedness in accordance with its terms.

9. Waste. The failure of Mortgagor to pay any taxes or assessments assessed against the Premises, or any installment thereof or any premiums payable with respect to any insurance policy covering the Premises, shall constitute waste, as provided by Act No. 236 of the Michigan Public Acts of 1961 as amended (MCLA 600.2927). The Mortgagor further hereby consents to the appointment of a receiver under such statute, should Mortgagee elect to seek appointment of a receiver thereunder.

10. Environmental Matters. Mortgagor represents and covenants that Mortgagor has not used Hazardous Materials (as later defined) on or affecting the Premises in any manner which violates

Environmental Laws (as later defined), that there is no condition concerning the Premises which could require remediation pursuant to Environmental Laws, and that, to the best of Mortgagor's knowledge, no prior owner of the Premises or any current or prior occupant has used Hazardous Materials on or affecting the Premises in any manner which violates Environmental Laws. Mortgagor covenants and agrees that neither it nor any occupant shall use, introduce or maintain Hazardous Materials on the Premises unless done in strict compliance with all Environmental Laws. Mortgagor shall conduct and complete all investigations, environmental audits, studies, sampling and testing, and all remedial, removal and other actions necessary to clean up and remove all Hazardous Materials on or affecting the Premises, whether caused by Mortgagor or a third party, in accordance with all Environmental Laws to the satisfaction of Mortgagee, and in accordance with the orders and directives of all federal, state and local governmental authorities, and Mortgagor shall notify Mortgagee in writing prior to taking, and continually after that of the status of, all such actions. Mortgagor shall, promptly upon Mortgagee's request, provide Mortgagee with copies of the results of all such actions and all related documents and information. Mortgagor has never received any notice ("Environmental Complaint") of any potential violation of Environmental Laws with respect to Mortgagor or the Premises (and, within five (5) days of receipt of any Environmental Complaint, Mortgagor shall give Mortgagee a copy of it), and to the best of Mortgagor's knowledge, there have been no actions commenced or threatened by any party with respect to Mortgagor or the Premises for noncompliance with any Environmental Laws. In the event this Mortgage is foreclosed or Mortgagor tenders a deed in lieu of foreclosure, Mortgagor shall deliver the Premises to Mortgagee, purchaser or grantee, as the case may be, free of Hazardous Materials so that the condition of the Premises shall not be a violation of any Environmental Laws. The provisions of this Section 10 shall be in addition to all other obligations and liabilities Mortgagor may have to Mortgagee at common law or pursuant to any other agreement, and shall survive (i) the repayment of the Indebtedness, (ii) the satisfaction of all other obligations of Mortgagor under this Mortgage and under the other Loan Documents, (iii) the discharge of this Mortgage, and (iv) the foreclosure of this Mortgage or acceptance of a deed in lieu of foreclosure. For purposes of this Mortgage, (i) "Hazardous Materials" means each and all of the following: hazardous materials and/or substances as defined in any Environmental Law, asbestos, petroleum, petroleum by-products, natural gas, flammable explosives, radioactive materials, and toxic materials, and "Environmental Laws" mean any and all federal, state, local or other laws (whether under common law, by legislative action or otherwise), rules, policies, ordinances, directives, orders, statutes, or regulations an object of which is to regulate or improve health, safety, or the environment.

11. Reimbursement of Advances by Mortgagee. The Mortgagor shall pay to Mortgagee, upon demand, all sums expended by Mortgagee, or by a receiver appointed at the request of Mortgagee, unless such sums shall be paid out of the rents, income and profits from the Premises, (a) to pay insurance premiums, taxes, assessments, water and sewer charges and other governmental charges and impositions with respect to the Premises, (b) to maintain, repair or improve the Premises, (c) to defend the lien of this Mortgage as a lien against the Premises subject only to the encumbrances hereinabove expressly set forth, (d) to discharge any lien or encumbrance affecting the Premises other than Permitted Encumbrances, (e) to cure any default of Mortgagor under any lease or other agreement covering the Premises, (f) to cure any default of Mortgagor under any of the Loan Documents, or (g) after an Event of Default, for or in connection with any other action taken by Mortgagee to preserve the security of this Mortgage or to protect any of Mortgagee's rights hereunder, including without limitation, payment and discharge in full of any Permitted Encumbrances. All such expenditures as shall be made by Mortgagee or such receiver or pursuant to any other provision of this Mortgage or the other Loan Documents, including any reasonable attorneys' fees and disbursements incurred by Mortgagee or such receiver in connection with the foregoing, shall be payable upon demand and be secured by this Mortgage and shall bear interest at the rates provided in the Loan Documents.

12. Events of Default. Upon the occurrence of any of the following events (each an "Event of Default"), Mortgagor shall be in default under this Mortgage: (a) Any failure to pay the Indebtedness when due, by acceleration or otherwise; (b) Any failure to comply with, or breach of, any term of this Mortgage, or any other agreement between Mortgagor, or any guarantor of any of the Indebtedness, if any ("guarantor"), and Mortgagee; (c) Any warranty, representation, or other information made, given or furnished to Mortgagee by or on behalf of Mortgagor, or any guarantor shall be, or shall prove to have been, false or materially misleading when made, given, or furnished; (d) Any loss, theft, substantial damage or destruction to or of any of the Premises, or the issuance or filing of any attachment, levy, garnishment or the commencement of any proceeding in connection with any of the Premises or of any other judicial process of, upon or in respect of Mortgagor, any guarantor, or any of the Premises; (e) Sale or other disposition by Mortgagor, or any guarantor of any substantial portion of its assets or property; or voluntary suspension of the transaction of business by Mortgagor, or any guarantor; or death, dissolution, termination of existence, merger, consolidation, insolvency, business failure, or assignment for the benefit of creditors of or by Mortgagor, or any guarantor; or commencement of any proceedings under any state or federal bankruptcy or insolvency laws or laws for the relief of debtors by or against Mortgagor, or any guarantor; or the appointment of a receiver, trustee, court appointee, sequestrator or otherwise, for all or any part of the property of Mortgagor, or any guarantor; (f) Default under any mortgage or security agreement against any of the Premises; or (g) Mortgagee deems itself insecure, in good faith believing that the prospect of payment of the Indebtedness or performance of this Mortgage is impaired or shall fear deterioration, removal, or waste of the Premises.

13. Remedies upon Default; Power of Sale. Immediately upon the occurrence of any Event of Default, Mortgagee shall have the option, in addition to and not in lieu of or substitution for, all other rights and remedies provided in this Mortgage or any other Loan Documents or provided by law, and is hereby authorized and empowered by Mortgagor to do any or all of the following:

- (a) Declare the entire unpaid amount of the Indebtedness, together with accrued and unpaid interest thereon, and any and all charges payable by Mortgagor to Mortgagee pursuant to any of the Loan Documents, immediately due and payable and, at Mortgagee's option, (i) to bring suit therefor, or (ii) to bring suit for any delinquent payment of or upon the Indebtedness, or (iii) to take any and all steps and institute any and all other proceedings that Mortgagee deems necessary to enforce payment of the Indebtedness and performance of other obligations secured hereunder and to protect the lien of this Mortgage;
- (b) Commence foreclosure proceedings against the Premises through judicial proceedings or by advertisement, at the option of Mortgagee, pursuant to the statutes in such case made and provided, and to sell the Premises or to cause the same to be sold at public sale, and to convey the same to the purchaser in accordance with such statutes in a single parcel or in several parcels at the option of Mortgagee;
- (c) Procure title insurance or title reports and tax histories of the Premises;
- (d) Obtain a receiver to manage the Premises and collect the rents, profits and income therefrom; and
- (e) In the event of any sale of the Premises by foreclosure, through judicial proceedings, by advertisement or otherwise, apply the proceeds of any such sale in the order following to: (i) all expenses incurred for the collection of the Indebtedness and the foreclosure of this Mortgage, including attorneys' fees and disbursements, or such attorneys' fees and disbursements as are permitted by law, (ii) all sums expended or incurred by Mortgagee

directly or indirectly in carrying out the terms, covenants and agreements of the Loan Documents, together with interest thereon as provided in the Loan Documents, (iii) all accrued and unpaid interest upon the Indebtedness, (iv) the unpaid principal amount of the Indebtedness, and (v) the surplus, if there be any, unless a court of competent jurisdiction decrees otherwise, to Mortgagor.

THIS MORTGAGE CONTAINS A POWER OF SALE AND UPON THE OCCURRENCE OF AN EVENT OF DEFAULT MAY BE FORECLOSED BY ADVERTISEMENT. IN FORECLOSURE BY ADVERTISEMENT AND THE SALE OF THE MORTGAGED PREMISES IN CONNECTION THEREWITH NO HEARING IS REQUIRED AND THE ONLY NOTICE REQUIRED IS THE PUBLICATION OF NOTICE IN A LOCAL NEWSPAPER AND THE POSTING OF A COPY OF THE NOTICE ON THE PREMISES. THE MORTGAGOR HEREBY WAIVES ALL RIGHTS UNDER THE CONSTITUTION AND LAWS OF THE UNITED STATES AND THE STATE OF MICHIGAN TO A HEARING PRIOR TO SALE IN CONNECTION WITH FORECLOSURE OF THIS MORTGAGE BY ADVERTISEMENT AND ALL NOTICE REQUIREMENTS EXCEPT AS SET FORTH IN THE MICHIGAN STATUTE PROVIDING FOR FORECLOSURE BY ADVERTISEMENT.

14. Successors in Ownership. In the event ownership of the Premises or any part thereof becomes vested in a person or persons other than Mortgagor without the prior written approval of Mortgagee, Mortgagee may (but shall not be obligated to) deal with such successor or successors in interest with reference to this Mortgage in the same manner as with Mortgagor, without in any manner discharging or otherwise affecting Mortgagor's liability hereunder or upon the Indebtedness.

15. Personal Property.

(a) The Mortgagor represents and warrants that Mortgagor owns all Equipment and other personal property described in this Mortgage free and clear of any and all liens and security interests except for the lien and security interest granted by this Mortgage. The Mortgagor further represents and warrants that, as to Equipment and other personal property hereafter acquired, Mortgagor will own all such Equipment and other personal property at the time it is brought on the Land and thereafter free and clear of any and all liens and security interests except for the lien and security interest granted by this Mortgage; and

(b) The Mortgagor does hereby grant a security interest to Mortgagee pursuant to the Uniform Commercial Code in all Equipment and other personal property covered hereby. The Mortgagor agrees, upon request of Mortgagee, to furnish an inventory of personal property owned by Mortgagor and subject to this Mortgage and, upon request by Mortgagee, to execute any supplements to this Mortgage, any separate security agreement and any financing statements to include specifically said inventory of personal property. Upon the occurrence of an Event of Default, Mortgagee shall have all of the rights and remedies therein provided or otherwise provided by law or by this Mortgage, including, but not limited to, the right to take possession of such personal property with or without demand and with or without process of law and the right to sell and dispose of the same and distribute the proceeds according to law. The parties hereto agree that any requirement of reasonable notice shall be met if Mortgagee sends such notice to Mortgagor at least five (5) days prior to the date of sale, disposition or other event giving rise to the required notice, and that the proceeds of any such sale or disposition shall be applied first to expenses incurred in connection therewith, including reasonable attorneys' fees and disbursements and then to payment of the Indebtedness.

16. Assignment of Leases and Rents. As of the date of this Mortgage, Mortgagor hereby assigns to Mortgagee all its right, title and interest in and to all written and oral leases, whether now in

existence or which may hereafter come into existence during the term of this Mortgage, or any extension hereof covering the Premises or any part thereof (but without an assumption by Mortgagee of liabilities of Mortgagor under any such leases by virtue of this assignment), and Mortgagor hereby assigns to Mortgagee the rents, issues and profits of the Premises. Until the occurrence of an Event of Default Mortgagee shall have the right to receive and collect such rents, issues and profits. Upon the occurrence of an Event of Default Mortgagee may elect upon written notice to Mortgagor to receive and collect said rents, issues and profits personally or through a receiver so long as any such Event of Default shall exist and during the pendency of any foreclosure proceedings and during any redemption period, and Mortgagor hereby consents to the appointment of a receiver if believed necessary or desirable by Mortgagee to enforce its rights under this paragraph. The Mortgagee shall be entitled to all of the rights and benefits conferred by Act No. 210 of the Michigan Public Acts of 1953 as amended by Act No. 151 of the Michigan Public Acts of 1966 (MCL 554.231 et seq.), and Act No. 228 of the Michigan Public Acts of 1925 as amended by Act No. 55 of the Michigan Public Acts of 1933 (MCL 554.211 et seq.). The collection of rents by Mortgagee shall in no way waive the right of Mortgagee to foreclose this Mortgage in the event of any Event of Default. Mortgagor shall at no time collect advance rent under any lease or occupancy agreement pertaining to the Premises in excess of one month (other than as a security deposit) and Mortgagee shall not be bound in any respect by any rent prepayment in violation of this prohibition. Mortgagor shall comply with and perform as required all obligations and restrictions imposed upon Mortgagor or the Premises under applicable deed restrictions, restrictive covenants, easements, leases, land contracts, condominium or planned unit development documents, or other agreements affecting the Premises, but this is not a consent by Mortgagee to take subject to any of these agreements, and Mortgagee does not assume any obligations under these agreements. Mortgagor shall promptly provide Mortgagee with certificates of occupancy, licenses, rent rolls, income and expense statements and other documents and information pertaining to the Premises and its operations as Mortgagee, from time to time, may request.

17. **Prohibition of Transfer and Further Encumbrances.** The Mortgagor shall not, without the prior written consent of Mortgagee, mortgage or pledge the Premises as security for any other indebtedness or obligations or otherwise permit or suffer the Premises, or any part thereof to be sold, assigned, transferred or encumbered in any way, whether by operation of law or otherwise, and any such mortgage, pledge, sale, assignment, transfer or encumbrance made without Mortgagee's prior written consent as aforesaid shall be null and void and of no force or effect.

18. **Severability.** If any provision hereof is in conflict with any statute or rule of law of the State of Michigan or is otherwise unenforceable for any reason whatsoever, then such provision shall be deemed null and void to the extent of such conflict or unenforceability and shall be deemed severable from but shall not invalidate any other provisions of this Mortgage.

19. **Waiver.** No waiver by Mortgagee of any right or remedy granted hereunder or failure to insist on strict performance by Mortgagor hereunder shall affect or extend to or act as a waiver of any other right or remedy of Mortgagee hereunder, nor affect the subsequent exercise of the same right or remedy by Mortgagee for any further or subsequent default by Mortgagor hereunder, and all such rights and remedies of Mortgagee hereunder are cumulative.

20. **Marshalling.** The Mortgagor hereby waives, in the event of foreclosure of this Mortgage or the enforcement by the Mortgagee of any other rights and remedies hereunder, any right otherwise available in respect to marshalling of assets which secure the Indebtedness or to require Mortgagee to pursue its remedies against any other such assets.

21. **Further Instruments.** The Mortgagor shall execute, acknowledge and deliver any and all such further conveyances, documents, mortgages and assurances, and do or cause to be done all such

further acts, as Mortgagee may reasonably require to confirm and protect the lien of this Mortgage or otherwise to accomplish the purposes hereof forthwith upon the request of Mortgagee whether in writing or otherwise.

22. Notices. Any notice, request, demand, instruction or other communication to be given to either party, except where required by the terms of this Agreement to be delivered at the closing, shall be in writing and shall be sent by registered or certified mail, return receipt requested, or personal delivery or overnight delivery service, to the addresses set forth in the beginning of this Mortgage. Notice shall be deemed given when received, if by personal delivery, or on the day after the date of sending, if by overnight delivery service, or three (3) days after mailing, if sent by registered or certified mail, return receipt requested.

23. Governing Law; Binding Effect. This Mortgage, made in the State of Michigan, shall be construed according to the laws thereof and shall be binding upon Mortgagor and its successors and assigns and any subsequent owners of the Premises, and all of the covenants herein contained shall run with the land, and this Mortgage and all of the covenants herein contained shall inure to the benefit of Mortgagee, its successors and assigns.

24. Indemnification. Mortgagor shall indemnify and hold harmless Mortgagee with respect to any and all claims, demands, causes of action, liabilities, damages, losses, judgments and expenses (including attorney fees) that shall be asserted against or incurred by Mortgagee by reason of (a) any representation or warranty by Mortgagor in this Mortgage being inaccurate in any respect, (b) any failure of Mortgagor to perform any of Mortgagor's obligations under this Mortgage, or (c) the presence, disposal, release or threatened release of any Hazardous Materials on, from or affecting the Premises or the soil, water, air, vegetation, buildings, personal property, persons or animals on the Premises, (d) any personal injury (including, without limit, wrongful death) or property damage (real or personal) arising out of or related to these Hazardous Materials, (e) any lawsuit brought or threatened, settlement reached or government order related to these Hazardous Materials, (f) the cost of removal of Hazardous Materials from any portion of the Premises, (g) taking necessary precautions to protect against the release of Hazardous Materials on or affecting the Premises, (h) complying with all Environmental Laws and/or (i) any violation of Environmental Laws or requirements of Mortgagee, which are in any way related to Hazardous Materials including, without limit, attorneys and consultants' fees (the attorneys and consultants to be selected by Mortgagee), investigation and laboratory fees and environmental studies required by Mortgagee (whether prior to foreclosure, or otherwise). Indemnification by Mortgagor under this paragraph shall not limit any right or remedy (including Mortgagee's right to accelerate payment of the Indebtedness) that is available to Mortgagee by reason of the circumstance in respect of which indemnity is made. Mortgagor's obligations under this Section shall survive foreclosure of this Mortgage, any conveyance of the Premises in lieu of foreclosure, and any discharge of this Mortgage and/or repayment of the Indebtedness.

25. Fixture Filing. This Mortgage also constitutes a financing statement filed as a fixture filing under the Uniform Commercial Code with respect to goods which are or are to become fixtures relating to the Land and as to which Mortgagor is the debtor and record owner of the Land and Mortgagee is the secured party. It is to be recorded in the real estate records of the County in which the Land is located.

26. Negative Covenants. Mortgagor covenants and agrees that it shall not (a) alter, improve or develop the Property in any manner, or commit waste, remove, or demolish any buildings, structures, improvements or vegetation on the Property, or otherwise diminish the value of Mortgagee's security, without the prior written consent of Mortgagee in each instance, (b) enter into, suffer or permit to exist any lien (including without limitation, any lien arising out of any work performed, materials furnished or

obligations incurred by Mortgagor), security interest, mortgage, assignment, pledge, easement, license, lease, restriction or other encumbrance on, with respect to or affecting all or any part of the Property, without the prior written consent of Mortgagee in each instance. Any alterations, improvements and/or development of the Property by Mortgagor (which shall not be undertaken without the prior written consent of Mortgagee as provided in paragraph (a) above), shall be constructed on a lien-free basis. In the event any construction liens are filed against the Premises, Mortgagor agrees to immediately cause them to be paid and discharged of record or bonded over and discharged of record in accordance with applicable law, but nothing herein shall waive any Event of Default arising therefrom.

27. WAIVER OF JURY TRIAL. BORROWER AND LENDER ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL ONE, BUT THAT IT MAY BE WAIVED. EACH PARTY, AFTER CONSULTING (OR HAVING HAD THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF THEIR CHOICE, KNOWINGLY AND VOLUNTARILY, AND FOR THEIR MUTUAL BENEFIT, WAIVES ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION REGARDING THE PERFORMANCE OR ENFORCEMENT OF, OR IN ANY WAY RELATED TO, THIS MORTGAGE.

IN WITNESS WHEREOF, Mortgagor has duly executed this Mortgage as of the day and year first above written.

MORTGAGOR:



~~[Ali Redwan]~~ Salem A. Omer, a _____ man

Acknowledgment of Mortgagor

STATE OF MICHIGAN)
) SS
COUNTY OF)

The foregoing instrument was acknowledged before me on _____, 2017, by ~~[Ali Redwan]~~ Salem A. Omer, a _____ man.

Notary Public, _____ County, Michigan
Acting in _____ County
My _____ commission
expires: _____

Prepared by:

Kelly M. Lockman
Bodman PLC
1901 St. Antoine Street
Detroit, Michigan 48226
313-656-2577

When recorded return to:

Nancy Willson
Bodman PLC
201 West Big Beaver, Suite 500
Troy, Michigan 48084
(248) 743-6000

Bank of America

Cashier's Check

No. 1620408700

Notice to Purchaser - In the event that this check is lost, misplaced or stolen, a sworn statement and 90-day waiting period will be required prior to replacement. This check should be negotiated within 90 days.

Void After 90 Days

30-1/1140

Date 02/13/17 09:26:22 AM

MICHIGAN/HARTWELL

NTX

0004 0000362 0006

Pay



BANK OF AMERICA ONE ZERO ZERO ZERO ZERO CTSCTS

**\$10,000.00

Ten Thousand and 00/100 Dollars

To The Order Of TITLE SOURCE INC

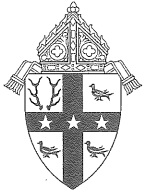
Remitter (Purchased By): SALEM A OMER

Bank of America, N.A.
SAN ANTONIO, TX

AUTHORIZED SIGNATURE

1620408700 114000019 001641007111

THE ORIGINAL DOCUMENT HAS A REFLECTIVE WATERMARK ON THE BACK. HOLD AT AN ANGLE TO VIEW WHEN CHECKING THE ENDORSEMENT



Archdiocese of Detroit

SHARING CHRIST IN AND THROUGH THE CHURCH

July 19, 2017

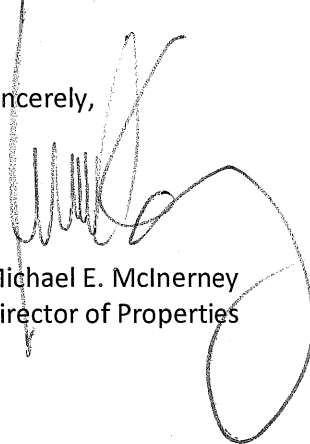
City of Lincoln Park
Zoning Board of Appeals

Gentlemen / Madam:

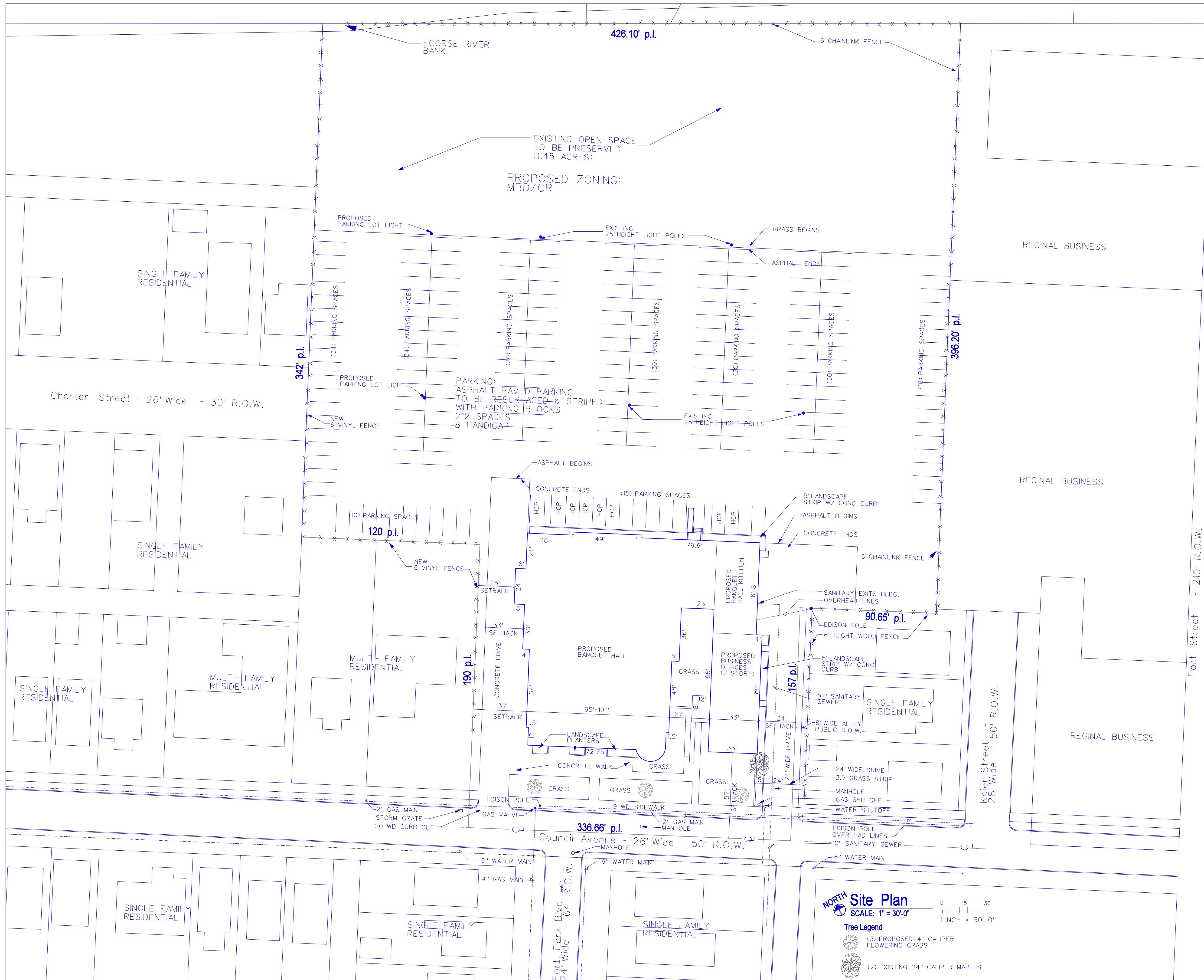
This letter will confirm the support of the Archdiocese of Detroit of the pending request submitted on behalf of Salem A. Omer to rezone the property located on Council Street in Lincoln Park, formerly St. Henry Catholic Church.

Please let me know if there are any questions.

Sincerely,



Michael E. McNerney
Director of Properties



CODE DATA: -

FORMER USE	PLACE OF WORSHIP - CHURCH
PROPOSED USE	BANQUET HALL & BUSINESS OFFICES (Assembly & Business)
CONSTRUCTION TYPE	MASONRY WALLS AND WOOD ROOF STRUCTURE
PROPOSED USE GROUP	A-2
SUPPRESSION SYSTEM	NO
CURRENT ZONING	CSD COMMUNITY SERVICE DISTRICT
PROPOSED REZONE	MBD/CR (MUNICIPAL BLDG. DISTRICT/COND. REZONE)

FLOOR TO AREA RATIO + 10% (Total Footprint buildings/Site Area)
 DENSITY + 12% (Total Useable area of buildings/Site Area)
 The Floor to Area Ratio & Density is Existing and will not change.

Description
 Site Area: 4.7 Acres
 The Buildings on Site are comprised of:
 16,750 sq. ft. Banquet Hall (former church)
 4,880 Business Offices (former Rectory)
 2,440 Storage (Baseform of former Rectory)

Property Details: 1358 Council Ave
 Lot Size: 4.77 acres
 Former Use: Religious, Church,
 Parcel Number: 45003010038302
 County: Wayne
 Subdivision: LINCOLN PARK ASSRS 3
 Census: 2 Tract: 577100 Lot: 38
 Tract: 577100 Lot: 38

LEGAL DESCRIPTION:
 BH 38A1PT OF LOT 38
 OF LINCOLN PARK ASSESSOR'S PLAT NO. 3
 PC 50,119,524 L65 P59 WCR DESC AS BEG AT
 THE SE COR OF LOT 38 TH N 61D 05M 20S
 W 216.66 FT TH N 29D 05M 04S E 190.00 FT
 TH N 61D 05M 70S W 120.00 FT TH N 29D 05M 04S
 E 231.68 FT TH N 29D 01M 0

Parking Required in Municipal Business District:
 Business Use:
 One (1) for every three (3) persons allowed within the maximum occupancy load
 or 3.5 spaces per 1000 gross area - 4,880 sf/1000 = 4.9 x 3.5 = 18 spaces

Occupant Load for Business:
 4,880 sf of Business Offices / 150 Occupant Load = 33 Persons
 33 Persons / 3 = 11 Spaces Required for Business Use

Banquet Use:
 Seven (7) spaces for every one-thousand (1,000) square feet of gross floor area.
 Area of Banquet Hall = 16,750 sf/1000 = 16.75 X 7
 = 118 Parking Spaces for Banquet Use

All Off Street Parking is Existing on Site:
 9'x20' Typical Parking Spaces with 20' Access Lanes
 (250). Total Parking Spaces are Provided
 including (8) Handicap Spaces with Van Access
 (5) Barrier Free Spaces are required/ (8) are Provided
 Total Off street Parking Required is 136 Spaces/ 250 are Provided

UTILITIES:
 THE WATER, GAS, ELECTRICAL & SANITARY DRAINS
 FOR THE SITE ARE EXISTING AND SHOWN ON SITE PLAN.
 ALSO NOTE:
 PROPOSED MALE AND FEMALE TOILETS ARE TO BE
 ADDED IN THE VESTIBULE ENTRY (SHOWN ON FLOOR PLAN)

SITE STORM SYSTEM:
 THERE ARE NO CATCH BASINS ON SITE. EXISTING STORM
 ON THE SIDE DRIVES TO THE REAR PARKING LOT DRAIN
 TO EXISTING CATCH BASINS ON COUNCIL AVENUE.
 THE STORM WATER FROM THE BUILDING ROOFS DRAIN
 TO COUNCIL AVENUE AND TO THE REAR PARKING LOT.
 THE PARKING LOT DRAINS TO THE OPEN FIELD, WHERE
 IT DRAINS TO THE ECORSE RIVER TO THE DIRECT NORTH.

SIGNAGE SHALL BE IN COMPLIANCE WITH
 THE CITY OF LINCOLN PARK SIGN ORDINANCE.
 (SIGNAGE TO BE DETERMINED)

HOURS OF OPERATION:
 FRIDAY, SAT. AND SUNDAY
 10:00AM-11:00PM

TRAFFIC IMPACT:
 THERE WILL BE AN INCREASE IN TRAFFIC LIMITED
 TO 10 AM TO 11 PM ON FRIDAY'S, SATURDAYS
 AND SUNDAYS. THE SITE IS ONE BLOCK WEST
 FROM THE MAIN TRAFFIC CORRIDOR OF FORT STREET, THE
 SURROUNDING NEIGHBORHOOD WILL EXPERIENCE
 AN INCREASE FROM THE BANQUET USE FOR 3 DAYS PER WEEK.
 ALSO NOTE THAT THE FORMER USE
 AS A CHURCH WOULD HAVE HAD A SIMILAR TRAFFIC IMPACT,
 BUT ONLY ON SUNDAY'S, FUNERALS & SPECIAL EVENTS.

LANDSCAPING:
 PROPOSED ALONG COUNCIL AVE. WILL
 BE (4) NEW MAPLE TREES, (2) MATURE MAPLES
 ARE SHOWN ON THE SITE PLAN.
 EXISTING PLANTERS WITH BUSHES ARE SHOWN
 ON THE SITE PLAN, WHICH WILL BE MAINTAINED
 AND IMPROVED WITH FLOWERS.
 THE CURRENT LANDSCAPE STRIPS SHOWN ON
 SITE PLAN WILL BE MAINTAINED AS AN OPEN GRASS FIELD,
 AND MAINTAINED.
 THE LARGE OPEN SPACE (1.45 ACRES) TO THE NORTH OF
 THE PARKING LOT WILL BE MAINTAINED AS AN OPEN GRASS FIELD.
 ALL LANDSCAPING WILL BE UPDATED ACCORDING TO
 THE ORDINANCE & MAINTAINED.

The Owner will provide Permanent maintenance of natural
 resources, features, and facilities, including
 drainage/water quality, traffic, open space and
 improvements. Owner will provide for authorization and
 finance of maintenance by or on behalf of the City in
 the event the property owner fails to timely perform
 maintenance after notice.

SITE SCREENING:
 THE EAST PERIMETER OF THE SITE HAS A 6' HEIGHT
 WOODEN FENCE SCREEN
 & A 6' HEIGHT CHAIN LINK FENCE ON THE WEST SIDE.
 ALL CHAIN LINK FENCE WILL BE REPLACED WITH
 SCREENING IN COMPLIANCE WITH THE CITY ORDINANCE
 STANDARDS.

SITE LIGHTING:
 WALL PACKS WILL BE INSTALLED ON THE SURFACE OF
 THE BUILDING'S EXTERIOR FACADE AS SHOWN ON THE
 ELEVATIONS TO PROVIDE PERIMETER SITE LIGHTING.
 THE PARKING LOT AT THE REAR HAS (4) EXISTING
 (2) MORE WILL BE INSTALLED. ALL EXTERIOR LIGHTING
 WILL CONFORM TO CITY OF LINCOLN PARK ILLUMINATION
 REQUIREMENTS AND STANDARDS.

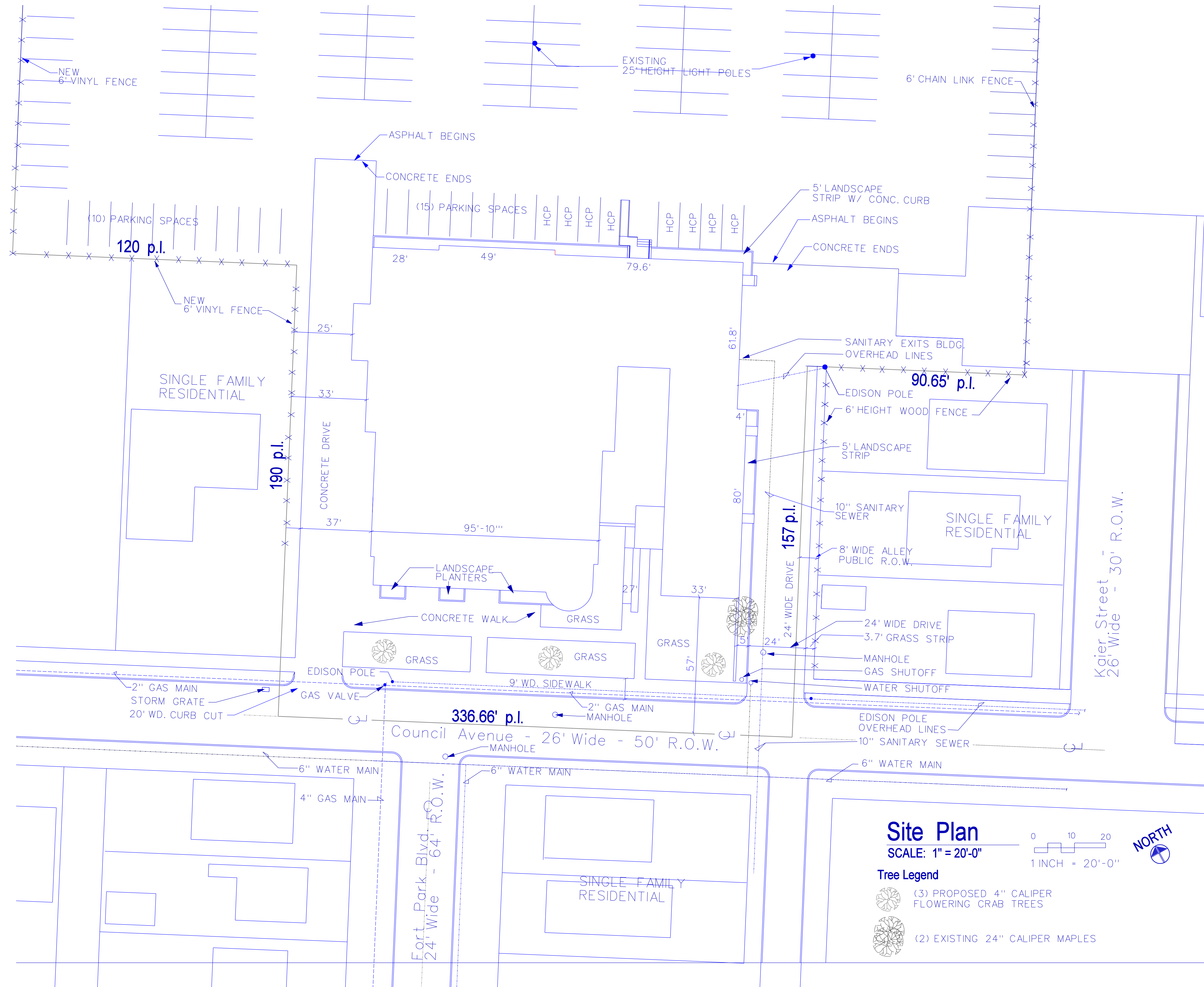
Prepared By:
Gannon Architecture, LLC
 Mark Gannon, Architect
 2041 Echo Way, Dr. N. #73
 Canton, MI 48188
 mgannon_4@msn.com
 ph: 734-709-7568


Owner:
Salem Omer,
 313-445-7842,
 3307 Edsel St.
 Dearborn MI 48120



Conditional Rezoning for:
Banquet Hall & Business Offices
 1358 Council Avenue
 Lincoln Park MI 48146

Orig. Issue 4/29/17

Sheet
 1 of 3



Site Plan
 SCALE: 1" = 20'-0"
 0 10 20
 1 INCH = 20'-0" 

- Tree Legend**
-  (3) PROPOSED 4" CALIPER FLOWERING CRAB TREES
 -  (2) EXISTING 24" CALIPER MAPLES

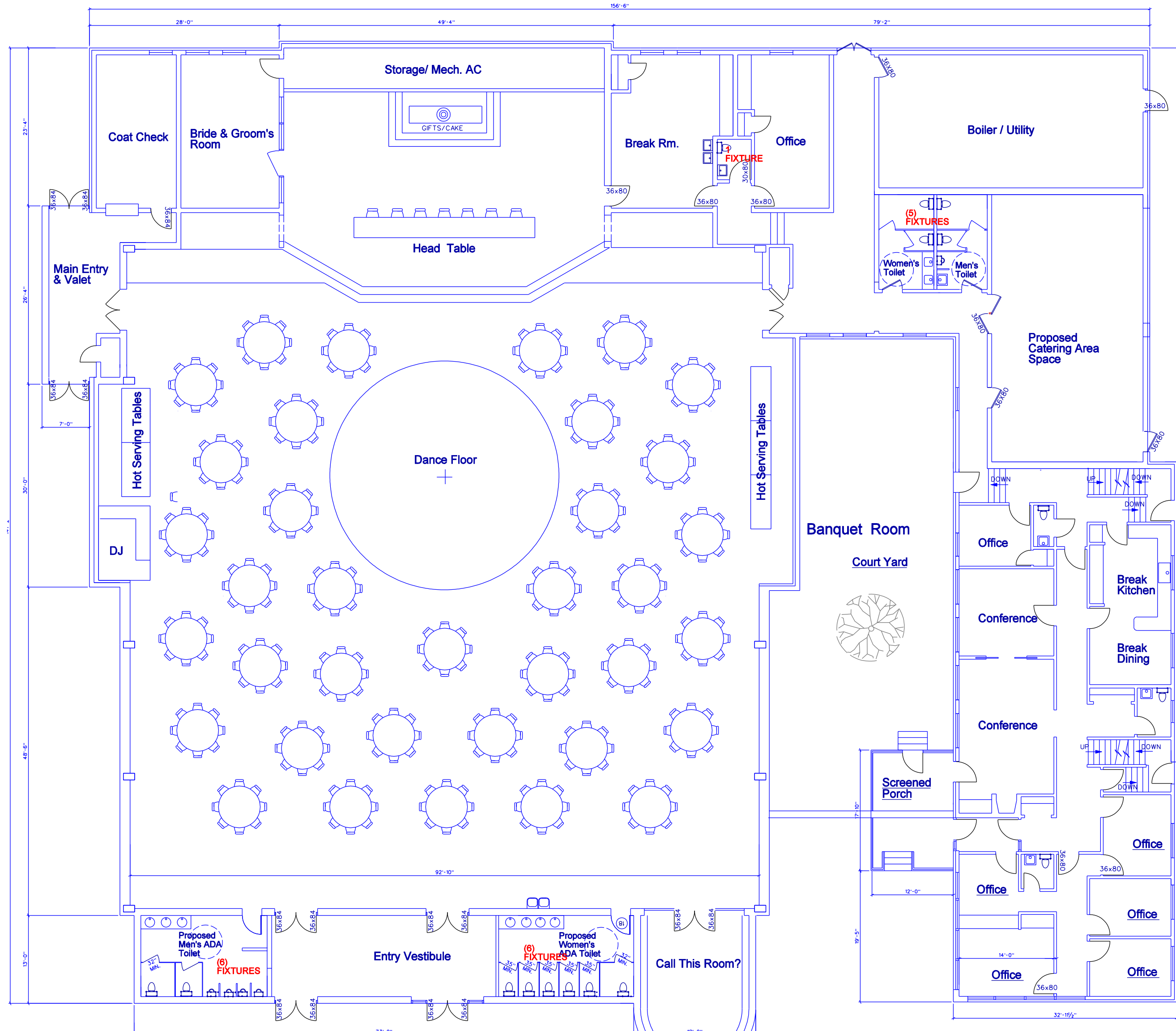
Prepared By:
Gannon Architecture, LLC
 Mark Gannon, Architect
 2041 Arbor Way, Dr. N. #73
 Canton, MI 48189
 mgannon_4@gmail.com
 ph: 734-709-7568

Owner:
 Salem Omer,
 313-445-7842,
 3307 Edsel St
 Dearborn MI 48120

Conditional Rezoning for:
 Project Address:
 1356 Council Avenue
 Lincoln Park MI 48146

Orig. Issue 4/29/17

Sheet
 4 of 4



Coat Check

Bride & Groom's Room

Storage/ Mech. AC

GIFTS/CAKE

Break Rm.

Office

Boiler / Utility

Main Entry & Valet

Head Table

(5) FIXTURES

Women's Toilet

Men's Toilet

Proposed Catering Area Space

Hot Serving Tables

Dance Floor

Hot Serving Tables

Banquet Room

Court Yard

Office

Conference

Break Kitchen

Break Dining

Conference

Screened Porch

Office

Office

Office

Office

Proposed Men's ADA Toilet

(6) FIXTURES

Entry Vestibule

Proposed Women's ADA Toilet

(6) FIXTURES

Call This Room?



August 8, 2017

Ref: Conditional ReZoning of the former St. Henry Parish Property
1358 Council, Lincoln Park, Michigan

In response to the Planning Report as it relates to the Conditional Rezoning request of the subject property located at 1358 Council, Lincoln Park, Mi., we offer the following:

The subject property will conform to the ordinance requirements of the MBE zoning requested for this subject property.

1. The Owner (Archdiocese of Detroit) has provided the requested Affidavit giving consent to the Conditional Rezoning Request.
2. The Petitioner states that Lavinia Center, the proposed future name of the subject property, will act as a Private Club. The Offices, attached thereto will be used by the Lavinia Center Management Staff as well as support several independent sole proprietorship-type Lessees. A Real Estate consultant has been engaged to secure interest in the Office Leases. The types of businesses are to include, Attorneys, Insurance Brokers, and Financial Planners, among others.
3. The Lavinia Center will be open seven days per week for structured events such as weddings, banquets, community forums, etc. It will be available as a community resource for a host of events. Examples include non profit and charity events like the Parkinsons Run and others seeking space. Initially a warming kitchen will be provided. A full service kitchen will considered at a later date. Please reference the attached furniture plan providing the banquet layout.
4. All parking for the Lavinia Center will be in the existing rear lot. The eastern door to the Center will act as the on site drop off and pick up. No drop off will occur on Council Street. The former Church Front will act as an emergency egress only.

It is the intent of the Petitioner to invest approximately \$500,000.00 of improvement into the facility. This would include additional toilet rooms, a new roof, architectural finish upgrades, ordinance compliant perimeter fencing, site and parking lot improvements, a warming kitchen, and interior renovation of the Office Building.

If you should have any questions, please call.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Mary C. McCormick'.

Mary C. McCormick, Principal

LETTERHEAD

Page 2

2306 Dix Highway – Taco Bell Restaurant Site Plan Review

Applicant:	GPD Group
Project:	Taco Bell Restaurant
Address:	2306 Dix Highway, Lincoln Park, MI 48146
Date:	August 9, 2017
Request:	Conceptual Site Plan Review
Recommendation	None – advisory only

GENERAL

All elements of the site plan shall be designed to take into account the site's topography, the size and type of plot, the character of adjoining property, and the traffic operations of adjacent streets. The site shall be developed so as not to impede the normal and orderly development or improvement of surrounding property for uses permitted in this Zoning Code. The site plan shall conform with all requirements of this Zoning Code, including those of the applicable zoning district(s).

Project and Site Description

The applicant wishes to demolish and rebuild the existing store on the same site. Located on Dix Highway, the property would be a commercial use of about 2,606 gross floor area on 0.57 acres (a 24,760 square foot lot). There would be 8 employees during peak shifts.

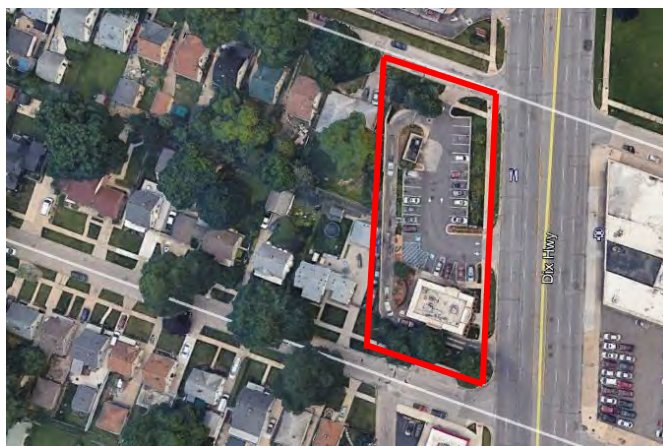


Figure 1: Aerial View

Site conditions

There is an existing Taco Bell restaurant on the site presently. The site takes up the entire block on the west side of Dix Highway from Cleveland Avenue on the north to Mill Street on the south. The perimeter of the lot is paved with three curb cuts, with two on Dix Highway and one of Cleveland Avenue. The site is also accessible by pedestrians via the sidewalk.

Master Plan

Future Land Use Classification

The site is intended for General Commercial future land use.

Intent; Desirable Uses and Elements

“These uses provide retail goods and services on a city-wide scale, often drawing customers from outside the City as well. Professional offices, including doctors, veterinarians, lawyers, insurance agents, etc., are properly sited within areas designated for General Commercial use. This land use category is the appropriate location for automobile-oriented uses, including drive-through restaurants, gas stations (with or without convenience stores), minor auto repair shops, and car washes. Large shopping centers and hotels are also included in the General Commercial category. Uses in this category should be located outside the downtown area as the design characteristics, setbacks, and parking of General Commercial uses directly conflict with the intent of a cohesive, attractive downtown district.”

The proposed use is a drive-through restaurant, which is specifically identified as desirable. This condition is met.

Land Use and Zoning

Zoning

The site is zoned Neighborhood Business District (NBD). The district is meant to offer uses which are needed to serve the adjacent neighborhood. Food services, including restaurants, are a principal permitted use; establishments with drive-through service windows are allowed as uses permitted after special approval.

“This district is intended to permit retail business and service uses which are needed to serve an immediate neighborhood’s nearby residential areas. In order to promote such business developments so far as it possible an appropriate in each area, uses which would create hazards, offensive and loud noise, vibration, smoke, glare, heavy truck traffic or late hours of operation, are prohibited. The intent of the District is also to encourage the concentration of neighborhood business areas that harmonize with the character of surrounding uses to the mutual advantage of both consumers and merchants and thereby to promote the best use of land at certain strategic location and to avoid the continuance of encouraging marginal strip, business development along major thoroughfares. The intended potential customer base for these uses are the residential neighborhoods immediately adjacent to the Neighborhood Business District.”

Restaurants with drive-through service windows are permitted after special approval in the Neighborhood Business District.

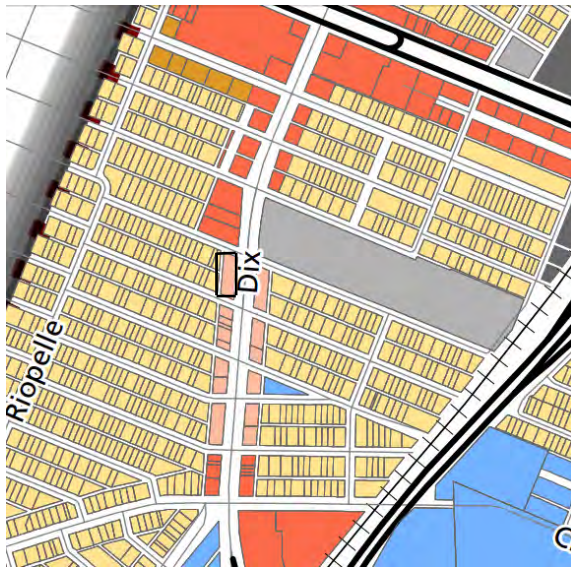


Figure 3: Zoning Map

Proposed and Existing Uses; Zoning

Site	Drive-in restaurant / Neighborhood Business District
North	ROW, then Commercial / Municipal Business District
East	ROW, then Commercial / Neighborhood Business District
South	Commercial / Neighborhood Business District
West	Residential/Single Family Residential District

Dimensional Standards

The dimensional requirements of the NBD district are described in the chart below. (§1294.32, except where noted.)

	Required	Provided	Compliance
Lot Width	40 ft	~98 ft	Met
Street Frontage (§1294.09)	Shrubbery and low retaining walls 2 ½' < height < 8'	No landscaping plan provided	Unknown
Lot Area	4,000	24,760	Met
Lot Coverage	50%	(86.1)(29.5)/24,760= 10.25%	Met
Height	2 stories; 25 feet	1 story, 24'	Met
Setback – Front	0'	0'	Met
Setback – Sides	0'	10'/10'	Met
Setback – Rear	0'	15'	Met

Items to be addressed

- Applicant to provide landscape plan in conformance with §1290.03, Landscaping Standards

BUILDING DESIGN

The building design shall relate to the surrounding environment in regard to texture, scale, mass, proportion, and color. High standards of construction and quality materials will be incorporated into the new development. In addition to following design guidelines adopted in specific district or sub-area plans, the building design shall meet the requirements of Section 1296.04, Standards for Architecture and Building Materials.

Required	Compliance
<ul style="list-style-type: none"> • Building mass, height, bulk and width-to-height ratio within 50-150% of buildings within 500'. Scaled elevations have been provided. 	Unknown
<ul style="list-style-type: none"> • Architectural variety <i>This condition is met.</i> • Similar materials and entrances to buildings within 500' <i>This condition is met.</i> 	Met

Required	Compliance
<ul style="list-style-type: none"> Building materials: primarily natural products conveying permanence (brick, decorative masonry block, stone, or beveled wood siding) = 75% of each façade (industrial districts, 50% if facing ROW) Applicant to supply material schedule with percentages 25% may be glass, exterior insulation finish systems (EIFS), vinyl, aluminum, or steel siding; or similar synthetic or highly-reflective materials (industrial districts not facing public streets or freeways, these and pre-cast concrete or plain masonry block) Applicant to supply material schedule with percentages Natural colors (bright for decorative features only) Applicant to supply detailed color elevations 	<p>Unknown</p>
<ul style="list-style-type: none"> Façade: <100' uninterrupted <i>88' east (front) elevation. This condition is met.</i> If >100' = recesses, off-sets, angular forms, arches, colonnades, columns, pilasters, detailed trim, brick bands, contrasting courses of material, cornices or porches <i>Not applicable</i> All sides similar <i>This condition is met.</i> 	<p>Met</p>
<ul style="list-style-type: none"> Windows: vertical, recessed, visually-obvious sills <i>This condition is met</i> Spaces between windows = columns, mullions, or material found elsewhere on the façade Elevations to show space between windows Front facades > 25% windows Applicant to supply material schedule with percentages Size, shape, orientation, spacing to match buildings within 500' <i>This condition is met.</i> 	<p>Unknown</p>
<ul style="list-style-type: none"> Main entrances: doors larger <i>Main entrance appears to be 8'; this condition is met</i> Framing devices (overhangs, recesses, peaked roof forms, porches, arches, canopies, parapets, awnings, display windows, accent colors, tile work, moldings, pedestrian-scale lighting, distinctive door pulls) <i>Transoms and windows have been provided; this condition is met</i> 	<p>Met</p>
<ul style="list-style-type: none"> Pitched / shingled roof forms with overhanging eaves with slope of 0.5 to 1 recommended <i>This optional condition has not been met</i> Rooflines >100' = roof forms, parapets, cornice lines <i>Roofline is less than 100'; not applicable</i> Roof-top mechanical equipment screened by roof form. <i>This condition is met</i> 	<p>Met</p>

Items to be addressed

- Applicant to supply material schedule with percentages
- Applicant to supply detailed color elevations

PRESERVATION OF SIGNIFICANT NATURAL FEATURES

Judicious effort shall be used to preserve the integrity of the land, existing topography, and natural, historical, and architectural features as deemed in this Zoning Code, in particular flood hazard areas and wetlands designated/regulated by the Michigan Department of Environmental Quality, and, to a lesser extent, flood hazard areas and wetlands which are not regulated by the Department.

There are no significant natural features to preserve.

Items to be addressed

None

SIDEWALKS, PEDESTRIAN, AND BICYCLE CIRCULATION

The arrangement of public or common ways for vehicular and pedestrian circulation shall be connected to existing or planned streets and sidewalks/ pedestrian or bicycle pathways in the area. There shall be provided a pedestrian circulation system which is separated from the vehicular circulation system. In order to ensure public safety, special pedestrian measures, such as crosswalks, crossing signals and other such facilities may be required in the vicinity of primary and secondary schools, playgrounds, local shopping areas, fast food/ service restaurants and other uses which generate a considerable amount of pedestrian or bicycle traffic.

The site is served by one sidewalk along the eastern side of the parcel, along Dix Highway, as well as by sidewalks on both the northern and southern edge. The site takes up the entire block from Cleveland Avenue to Mill Street, though it is not served by a crosswalk. There are two curb cuts where vehicles enter and leave the site, one from Dix Highway, and the other from Cleveland Avenue. Each curb cut is two-way. This creates two points where pedestrians and drivers could come into contact. The applicant provides sufficient pedestrian striping across the access drive on Cleveland Avenue. We request the same for the access drive from Dix Highway. There are no bicycle lanes along Dix Highway, but bicyclists may use the sidewalk to approach from any direction. We request applicant to consider providing bicycle parking.

Items to be addressed

- Pedestrian striping to be added across access drive from Dix Highway consistent with that provided along Cleveland Avenue*
- Applicant to consider providing bicycle parking*

PARKING

The number and dimensions of off-street parking [spaces] shall be sufficient to meet the minimum required by this Zoning Code. However, where warranted by overlapping or shared parking arrangements, the Planning Commission may reduce the required number of parking spaces, as provided in this Zoning Code.

Use	Required	Proposed	Compliance
§1290.02 Drive-in and drive- through restaurant	<p>One (1) for every two (2) seats in an established seating plan area <i>Equipment sketch shows 45 seats = 23</i></p> <p>Plus one (1) for every fifteen (15) square feet of usable customer area other than in an established seating plan area Applicant to confirm no other usable customer area = 0</p> <p>Plus one (1) for every two (2) employees based upon maximum employment shift <i>8 employees = 4</i></p> <p>Plus one (1) for every outside customer automobile service stall area =0</p> <p>Total = 27 spaces</p>	<p>21</p> <p>0</p> <p>Total = 21 spaces</p>	Not met
§1290.03 Stacking spaces	<p>Ten (10) 10' x 24' stacking spaces per window = <i>10 spaces</i></p> <p>Only 8 stacking spaces are shown on the site sketch.</p>		Not met

§1290.05 Off-Street Parking B Areas; Business Districts.

Off-street parking in a Neighborhood Business District (NBD), Municipal Business District (MBD), Central Business District (CBD), or Regional Business District (RBD) shall conform to the following requirements:

- (d) Off-street parking B areas shall be curbed with concrete curbs and gutters. Necessary curbs or other protection for the public and for the protection of adjoining properties, streets and sidewalks shall be provided and maintained.

Curbs and gutters to be shown on site plan

- (e) Whenever such parking facility adjoins residential property and/or a residential street or alley, a solid masonry wall, ornamental on both sides, and not less than six (6) feet in height, shall be erected and maintained. Such walls shall be constructed of the same materials as that of the main or principal building, and be faced with either brick, decorative block, or pre-cast concrete formed into a decorative pattern and painted in the same color scheme as that of the principal building. The location of the wall and lot barrier facing a residential street shall be determined with due regard for side yard requirements and the building setback line adjoining the Residential District, as may be required in the particular business district. Bumper guards of a type described in subsection (k) hereof shall be provided to prevent vehicles from striking the wall.

*The western side of the parcel abuts a residential zone. The applicant notes the existing wall will be evaluated. **Wall detail to be provided.***

- (g) The entrance to such area shall be only from the adjoining principal use or adjoining alley. Parking lots shall be designed to prevent vehicles from backing into the street, backing into an access drive, or requiring the use of the street for maneuvering between parking rows.

This condition is met.

- (i) All illumination for such parking facilities shall be deflected away from residential areas and shall be installed in such manner as to allow the reduction of the amount of light after normal parking hours each day. All parking lot lighting shall be designed, located, and shielded to prevent glare onto adjacent properties, and shall be arranged to prevent adverse effects on motorist visibility on adjacent rights-of-way. The source of illumination shall not be more than twenty-five (25) feet above the parking surface.

This is addressed under Lighting, below.

- In all cases where such parking facilities abut public sidewalks, a wall or curb at least six (6) inches high, or steel posts twenty-four (24) to thirty (30) inches high and not more than five (5) feet apart, set three (3) feet in concrete, shall be placed thereon so that a motor vehicle cannot be driven or parked with any part thereof extending within two (2) feet of a public sidewalk.

Parking facilities do not abut a public sidewalk. This condition is met.

- 1294.16(b) The entire parking area shall be paved with a permanent surface of concrete or plant- mixed bituminous material and shall be graded and drained in accordance with Section 1290.04(b)(4), Off-Street Parking A Areas; Residential Districts Adjoining Business or Industrial Districts. Any unpaved area of the site shall be landscaped with lawn or other horticultural materials, maintained in a neat and orderly fashion at all times and separated from the paved area by a raised concrete curb, six (6) inches in height.

This requirement is met.

Items to be addressed

- The site sketch states that there are 41 required parking spaces. Based on the information provided, 27 spaces are required; applicant to confirm whether there is any additional usable customer area outside of the seating plan*
- The 21 parking spaces provided do not meet the minimum requirements. Applicant to determine final requirement, then decide whether to provide more parking or request a waiver from the Planning Commission*
- 2 additional stacking spaces to be included*
- Curb and gutters to be shown on site plan*
- Applicant to provide solid masonry wall detail*

BARRIER-FREE ACCESS

The site has been designed to provide barrier-free parking and pedestrian circulation.

Required Spaces	Required Barrier-Free Spaces	Proposed Barrier-Free Spaces	Compliance
27 (tentative)	2	1	Not met

§1290.02(g) “Within each parking lot, signed and marked barrier-free spaces measuring twelve (12) feet in width shall be provided at a convenient location, in accordance with the following table. Barrier-free parking space requirements shall be in accordance with the Michigan Department of Labor, Construction Code Commission, Barrier Free Design Division.”

One barrier-free parking space is required per 25 standard spaces (up to 100 standard spaces).

Items to be addressed

- If final parking calculation is greater than 25 spaces, applicant to provide an additional barrier-free parking space*

LOADING

All loading and unloading areas and outside storage areas, including refuse storage stations, shall be screened in accordance with this Zoning Code.

Gross Floor Area	Loading Spaces – Required	Loading Spaces – Provided	Compliance
2,606	1	1	Not met

§1290.09(c) “No loading space shall be located closer than fifty (50) feet from any residentially zoned district unless located within a completely enclosed building or unless enclosed on all sides facing a residential district by a solid masonry wall, ornamental on both sides, and not less than six (6) feet in height. Such walls shall be constructed of the same materials as that of the main or principal building, and be faced with either brick, decorative block, or pre-cast concrete formed into a decorative pattern and painted in the same color scheme as that of the principal building. Lights used to illuminate loading areas shall be arranged so as to reflect away from adjacent areas.”

*Where the loading space is less than 50 feet from the residentially zoned district, a masonry screening wall is already required. **Applicant to provide detail on masonry screening wall.***

Items to be addressed

- Applicant to provide detail on masonry screening wall, as noted above

ACCESS, DRIVEWAYS, AND VEHICULAR CIRCULATION

Safe, convenient, uncongested, and well-defined vehicular and pedestrian circulation within and to the site shall be provided. Drives, streets, parking and other elements shall be designed to discourage through traffic, while promoting safe and efficient traffic operations within the site and at its access points. All driveways shall meet the design and construction standards of the City. Access to the site shall be designed to minimize conflicts with traffic on adjacent streets, particularly left turns into and from the site. For uses having frontage and/or access on a major traffic route, as defined in the City of Lincoln Park Comprehensive Development Plan, the number, design, and location of access driveways and other provisions for vehicular circulation shall comply with the provisions of Section 1290.10, Access Management Standards.

Required	Provided	Compliance
<ul style="list-style-type: none"> • Single two-way driveway or pair of one-way driveways • Two-way: 25' < throat width < 30' (face to face of curb). One-way paired: each 20' measured perpendicularly. May be separated by 10' median; sidewalks shall be continued or maintained • 25' radii; 30' radii where daily truck traffic expected • Corner lots: one access point per street with >100' frontage • If frontage >300' and documented need (ITE), may allow additional access with design restrictions • If frontage >600', max of 3 drives may be allowed; one with design restrictions 	<ul style="list-style-type: none"> • Single two-way driveway on Dix • 25' throat width • 15' radius noted on north side; south radius to be noted • 105' frontage on Cleveland Ave; one access point 	Not met
<ul style="list-style-type: none"> • Shared access: driveways along property lines, connecting parking lots, on-site frontage roads, rear service drives. Encouraged and may be required for sites within 1/4 mile of major intersections; having dual frontage; with <300' frontage; with sight distance problems; along congested or accident-prone roadway segments • Connection to adjacent facilities may be required; site accommodation may be required for future connection to undeveloped adjacent property • Letters of agreement or access easements required 	There is no shared access with another property owner.	Not applicable
<ul style="list-style-type: none"> • Triangular unobstructed view areas: from corner of two ROWs, 25' along each; from corner of ROW and driveway, 10' along driveway and 5' along ROW • Grass / groundcover only in 3' strip abutting driveway and ROW • Trees permitted if trimmed between 30" and 6' from ground level 	Landscape plan has not been provided	Unknown

Required	Provided	Compliance
<ul style="list-style-type: none"> • May require drive to be located on the far side of the property from congested intersections • >150' from signalized intersection or 4-way stop, or right-turn-only at 75' from intersection • >100' otherwise • >200' from centerline of I-75 access ramps 	<p>Applicant to provide driveway spacing measurements from all nearest intersections</p>	<p>Unknown</p>
<ul style="list-style-type: none"> • Same side of street: Driveway spacing determined by speed limits in §1290.10 • Across the street: Driveways directly aligned or >150' offset (excludes right-turn-only) • Directional driveways, divided driveways, and deceleration tapers and/or by-pass lanes may be required by the Planning Commission where they will reduce congestion and accident potential 	<p>Applicant to provide driveway spacing measurements from all nearest driveways as well as applicable speed limit</p>	<p>Unknown</p>

Items to be addressed

- Applicant to note turning radius on south edge of curb cut to Dix, and to address discrepancy in north edge measurement
- Landscape plan to be provided
- Applicant to provide driveway spacing measurements from all nearest intersections
- Applicant to provide driveway spacing measurements from all nearest driveways, as well as applicable speed limit on Dix

EMERGENCY VEHICLE ACCESS

All buildings or groups of buildings shall be arranged so as to permit necessary emergency vehicle access as required by the Fire Department and Police Department.

Emergency vehicle access will be reviewed as part of the full Site Plan Review.

Items to be addressed

- Emergency vehicle access to be reviewed as part of the full Site Plan Review.

STREETS

All streets shall be developed in accordance with the City of Lincoln Park Subdivision Control Ordinance and construction standards, unless developed as a private road in accordance with the requirements of the City.

No new streets are proposed.

Items to be addressed

None.

LANDSCAPING, SCREENING, AND OPEN SPACE

The landscape shall be preserved in its natural state, insofar as practical, by removing only those areas of vegetation or making those alterations to the topography which are reasonably necessary to develop the site in accordance with the requirements of this Zoning Code. Landscaping shall be preserved and/or provided to ensure that proposed uses will be adequately buffered from one another and from surrounding public and private property. Landscaping, landscape buffers, greenbelts, fencing, walls and other protective barriers shall be provided and designed in accordance with the provisions of Section 1296.03, Landscaping Standards. Recreation and open space areas shall be provided in all multiple-family residential and educational developments.

	Required	Proposed	Compliance
Street Landscaping	Greenbelt, 10' width minimum with groundcover	No scaled landscape plan has been provided	Unknown
	1 tree and 4 shrubs per 40' of street frontage = ~350' = 9 trees and 36 shrubs	No scaled landscape plan has been provided	Unknown
	Where headlights from parked vehicles will shine into the ROW, may require a totally obscuring hedge	Headlights from vehicles parked in the row adjacent to the building may shine into ROW; obscuring hedge detail required	Unknown
Interior Landscaping	10% of total lot area landscaped, including groundcover ~25,000sf*0.10 = 2500sf landscaped area	No scaled landscape plan has been provided	Unknown
	Interior landscaping to be grouped near entrances, foundations, walkways, service areas	No scaled landscape plan has been provided	Unknown
	1 tree per 400 sf of required landscaping and 1 shrub per 125 sf of required landscaping	No scaled landscape plan has been provided	Unknown
Parking Lot	1 deciduous or ornamental tree per 10 parking spaces	No scaled landscape plan has been provided	Unknown
	100 sf of planting area per tree	No scaled landscape plan has been provided	Unknown
Screening	Waste receptacle: Decorative masonry wall of at least 6' with solid or impervious gate	Applicant to provide waste receptacle and screening detail	Unknown

§1294.28(a) Where a Business or Industrial District abuts directly upon a Residential District, a landscaped greenbelt meeting the requirements of Section 1296.03, Landscaping Standards, shall be provided and maintained along its entire length by the users of the business or industrially zoned property.

In addition, such Business or Industrial District shall be screened from such contiguous, residentially zoned district by either a building housing a permitted use or by a solid masonry wall, ornamental on both sides, and not less than six (6) feet in height above grade, between the required greenbelt area and the commercial or industrial use. Such walls shall be constructed of the same materials as that of the main or principal building, and be faced with either brick, decorative block, or pre-cast concrete formed into a decorative pattern and painted in the same color scheme as that of the principal building.

§1294.16(a) When a drive-in or drive-through establishment adjoins property located in any Residential District, a solid masonry wall, ornamental on both sides, six (6) feet in height, shall be erected and maintained along the interior line, or if separated from the residential zone by an alley, then along the alley lot line. In addition, all outside trash areas shall be enclosed by such six (6)-foot masonry wall. Such walls shall be constructed of the same materials as that of the main or principal building, and be faced with either brick, decorative block, or pre-cast concrete formed into a decorative pattern and painted in the same color scheme as that of the principal building. Such wall shall be protected from possible damage inflicted by vehicles using the parking area by means of precast concrete wheel stops at least six (6) inches in height, or by firmly implanted bumper guards not attached to the wall, or by other suitable barriers.

Additional screening detail adjacent to the residential district needs to be provided.

Items to be addressed

- Scaled landscape plan to be provided*
- Waste receptacle and screening detail to be provided*

SOIL EROSION CONTROL

The site shall have adequate lateral support so as to ensure that there will be no erosion of soil or other material. The final determination as to adequacy of, or need for, lateral support shall be made by the Building Superintendent or City Engineer.

Soil erosion measures are under the jurisdiction of Wayne County and shall comply with the applicable standards.

Items to be addressed

- Applicant to comply with all soil erosion control measures and permits as issued by Wayne County.*

UTILITIES

Public water and sewer facilities shall be available or shall be provided for by the developer as part of the site development, where such systems are available.

Public water and sewer facilities are available on site.

Items to be addressed

None.

STORMWATER MANAGEMENT

Appropriate measures shall be taken to ensure that removal of surface waters will not adversely affect neighboring properties or the public storm drainage system. Provisions shall be made to accommodate stormwater which complements the natural drainage patterns and wetlands, prevent erosion and the formation of dust. Sharing of stormwater facilities with adjacent properties shall be encouraged. The use of detention/retention ponds may be required. Surface water on all paved areas shall be collected at intervals so that it will not obstruct the flow of vehicular or pedestrian traffic or create standing water.

Stormwater is under the purview of Wayne County; applicant to work with City Engineer to determine the appropriate permitting process.

Items to be addressed

- Applicant to work with City Engineer to review stormwater system to determine the appropriate permitting process.

LIGHTING

Exterior lighting shall be arranged so that it is deflected away from adjacent properties and so that it does not impede the vision of traffic along adjacent streets. Flashing or intermittent lights shall not be permitted.

§1290.05(i) Off-Street Parking

All illumination for such parking facilities shall be deflected away from residential areas and shall be installed in such manner as to allow the reduction of the amount of light after normal parking hours each day. All parking lot lighting shall be designed, located, and shielded to prevent glare onto adjacent properties, and shall be arranged to prevent adverse effects on motorist visibility on adjacent rights-of-way. The source of illumination shall not be more than twenty-five (25) feet above the parking surface.

§1294.16(c) Drive-in and Drive Through Establishments

Lighting shall be installed in a manner which will not create a driving hazard on abutting streets or which will not cause direct illumination on adjacent residential properties, and shall comply with all other requirements of this Zoning Code.

§1294.31(g) Performance Standards

Within five-hundred (500) feet of a residentially zoned area, bare bulbs which are visible in the residential area may not exceed fifteen (15) watts. Exterior lighting shall be so installed that the surface of the source of light shall not be visible from the nearest residential district boundary and it shall be so arranged to reflect light away from any residential use. In no case shall more than one (1) foot-candle power of light cross a lot line five (5) feet above the ground. In no case shall more than ten (10) foot-candle power of light exist at any given point on site. Illumination levels shall be measured with a foot-candle meter or

sensitive photometer and expressed in foot-candles. Exterior spot lighting or other illumination shall be so installed as to eliminate any nuisance to adjoining Business and Industrial Districts or the creation of a traffic hazard on public highways.

Performance Standards requirements are not met. We ask for clarification on wattage, exterior lighting from the nearest residential district boundary is more than one (1) foot-candle power of light cross a lot line five (5) feet above the ground, and more than ten (10) foot-candle power of light exists on site.

Items to be addressed

- Applicant to provide lighting fixture detail and photometric plan

NOISE

The site has been designed, buildings so arranged, and activities/equipment programmed to minimize the emission of noise, particularly for sites adjacent to residential districts.

§1294.31(a)(2) Decibels are not to exceed the frequencies listed in the table below.

Center Frequency (cycles per second) (H2)	Day	Night
31.5	77	72
63	73	68
125	67	62
250	62	57
500	55	50
1,000	51	46
2,000	44	39
4,000	37	32
8,000	33	28

Noise will be generated from idling cars in the drive-through line. It can be helpful to provide sound data from other franchises to provide an idea of how noisy the establishment could be.

It is noted that the service window is located on the far side of the property from the residential areas. The required solid masonry walls will also help buffer noise.

Items to be addressed

- If possible, estimate sound levels at property edges which abut residential zones

MECHANICAL EQUIPMENT

Mechanical equipment, both roof and ground mounted, shall be screened in accordance with the requirements of this Zoning Code.

1296.01Q Mechanical equipment. Mechanical equipment, both roof and ground mounted, shall be screened in accordance with the requirements of this Zoning Code.

1296.01(3)G Building facade elevations, drawn to a scale of one inch equals four feet, or another scale approved by the Building Official and adequate to determine compliance with the requirements of this section. Elevations of proposed buildings shall indicate type of building materials, roof design, projections, canopies, awnings and overhangs, screen walls and accessory building, and any outdoor or roof-located mechanical equipment, such as air conditioning units, heating units, and transformers, including the method of screening such equipment. Such equipment shall be screened from view of adjacent properties and public rights-of-way. Such screening shall be designed to be perceived as an integral part of the building design.

Mechanical equipment is shown on the roof, screened by masonry and parapet

Items to be addressed

None

SIGNS

Signs are regulated by the City of Lincoln Park Building Department.

Items to be addressed

- A sign plan shall be submitted showing all proposed signage, including dimensions. Applicant shall obtain all appropriate sign permits from the City Building Department.*

HAZARDOUS MATERIALS OR WASTE

For businesses utilizing, storing or handling hazardous material such as automobile service and automobile repair stations, dry cleaning plants, metal plating industries, and other industrial uses, documentation of compliance with state and federal requirements shall be provided.

No hazardous materials or waste are expected from the development.

Items to be addressed

None

SITE DESIGN STANDARDS FOR USES PERMITTED AFTER SPECIAL APPROVAL

All applicable standards for uses permitted after special approval are met.

1294.16 Drive-In And Drive-Through Establishments.

- (a) When a drive-in or drive-through establishment adjoins property located in any Residential District, a solid masonry wall, ornamental on both sides, six (6) feet in height, shall be erected and maintained along the interior line, or if separated from the residential zone by an alley, then along the alley lot line. In addition, all outside trash areas shall be enclosed by such six (6)-foot masonry wall. Such walls shall be constructed of the same materials as that of the main or principal building, and be faced with either brick, decorative block, or pre-cast concrete formed into a decorative pattern and painted in the same color scheme as that of the principal building. Such wall shall be protected from possible damage inflicted by vehicles using the parking area by means of precast concrete wheel stops at least six (6) inches in height, or by firmly implanted bumper guards not attached to the wall, or by other suitable barriers.

This condition is addressed under Screening, above.

- (b) The entire parking area shall be paved with a permanent surface of concrete or plant- mixed bituminous material and shall be graded and drained in accordance with Section 1290.04(b)(4), Off-Street Parking A Areas; Residential Districts Adjoining Business or Industrial Districts. Any unpaved area of the site shall be landscaped with lawn or other horticultural materials, maintained in a neat and orderly fashion at all times and separated from the paved area by a raised concrete curb, six (6) inches in height.

This condition is addressed under Parking, above.

- (c) Lighting shall be installed in a manner which will not create a driving hazard on abutting streets or which will not cause direct illumination on adjacent residential properties, and shall comply with all other requirements of this Zoning Code.

This condition is addressed under Lighting, above

- (d) Adequate ingress and egress shall be provided as prescribed in Chapter 1290, Off-Street Parking and Loading.

This condition is addressed under Access, above

- (e) Before approval is given for any use, a site plan shall be submitted to the Police Department and the Fire Department before submittal to the Planning Commission, for review pursuant to Section 1296.01, Site Plan Review, as to the suitability of the location of entrances and exits to the site, parking area, screening, lighting and other design features.

This condition is addressed under Other Agency Reviews, below.

Items to be addressed

None

OTHER AGENCY REVIEWS

The applicant has provided documentation of compliance with other appropriate agency review standards, including, but not limited to, the Michigan Department of Natural Resources, Michigan Department of Environmental Quality, Michigan Department of Transportation, Wayne County Drain Commission, Wayne County Health Department, and other federal and state agencies, as applicable.

Permits shall be secured as necessary. Dix Highway is under the jurisdiction of MDOT; stormwater will be reviewed by the Wayne County Drain Commission; restaurant licensing is the responsibility of the Wayne County Health Department.

Items to be addressed

- Applicant to secure ROW permit from MDOT as required
- Applicant to secure stormwater permit from Wayne County Drain Commissioner as required
- Applicant to secure food licensing from Wayne County Health Department
- Applicant to secure all other permits and licenses as required

VARIANCES

No variances are requested.

Items to be addressed

None.

RECOMMENDATIONS

Findings

The site plan provides sufficient detail to offer conceptual review comments to the applicant.

Conditions and Waivers

- Applicant to provide landscape plan in conformance with §1290.03, Landscaping Standards
- Applicant to supply material schedule with percentages
- Applicant to supply detailed color elevations

planning review

- Pedestrian striping to be added across access drive from Dix Highway consistent with that provided along Cleveland Avenue*
- Applicant to consider providing bicycle parking*
- The site sketch states that there are 41 required parking spaces. Based on the information provided, 27 spaces are required; applicant to confirm whether there is any additional usable customer area outside of the seating plan*
- The 21 parking spaces provided do not meet the minimum requirements. Applicant to determine final requirement, then decide whether to provide more parking or request a waiver from the Planning Commission*
- 2 additional stacking spaces to be included*
- Curb and gutters to be shown on site plan*
- Applicant to provide solid masonry wall detail*
- If final parking calculation is greater than 25 spaces, applicant to provide an additional barrier-free parking space*
- Applicant to note turning radius on south edge of curb cut to Dix, and to address discrepancy in north edge measurement*
- Landscape plan to be provided*
- Applicant to provide driveway spacing measurements from all nearest intersections*
- Applicant to provide driveway spacing measurements from all nearest driveways, as well as applicable speed limit on Dix*
- Emergency vehicle access to be reviewed as part of the full Site Plan Review.*
- Waste receptacle and screening detail to be provided*
- Applicant to comply with all soil erosion control measures and permits as issued by Wayne County.*
- Applicant to work with City Engineer to review stormwater system to determine the appropriate permitting process.*
- Applicant to comply with all soil erosion control measures and permits as issued by Wayne County.*
- Applicant to provide lighting fixture detail and photometric plan*
- If possible, estimate sound levels at property edges which abut residential zones*
- A sign plan shall be submitted showing all proposed signage, including dimensions. Applicant shall obtain all appropriate sign permits from the City Building Department.*
- Applicant to secure ROW permit from MDOT as required*
- Applicant to secure stormwater permit from Wayne County Drain Commissioner as required*
- Applicant to secure food licensing from Wayne County Health Department*
- Applicant to secure all other permits and licenses as required*

Recommendations

No formal action is taken during a conceptual review. Comments are advisory.



SITE SKETCH

Option 1
5.21.2017
GPD Job# 2017088.02

Project Information

Site#: 283405
Entity#: _____
Address: 2306 Dix Highway
City/State: Lincoln Park, MI
Store #: 848

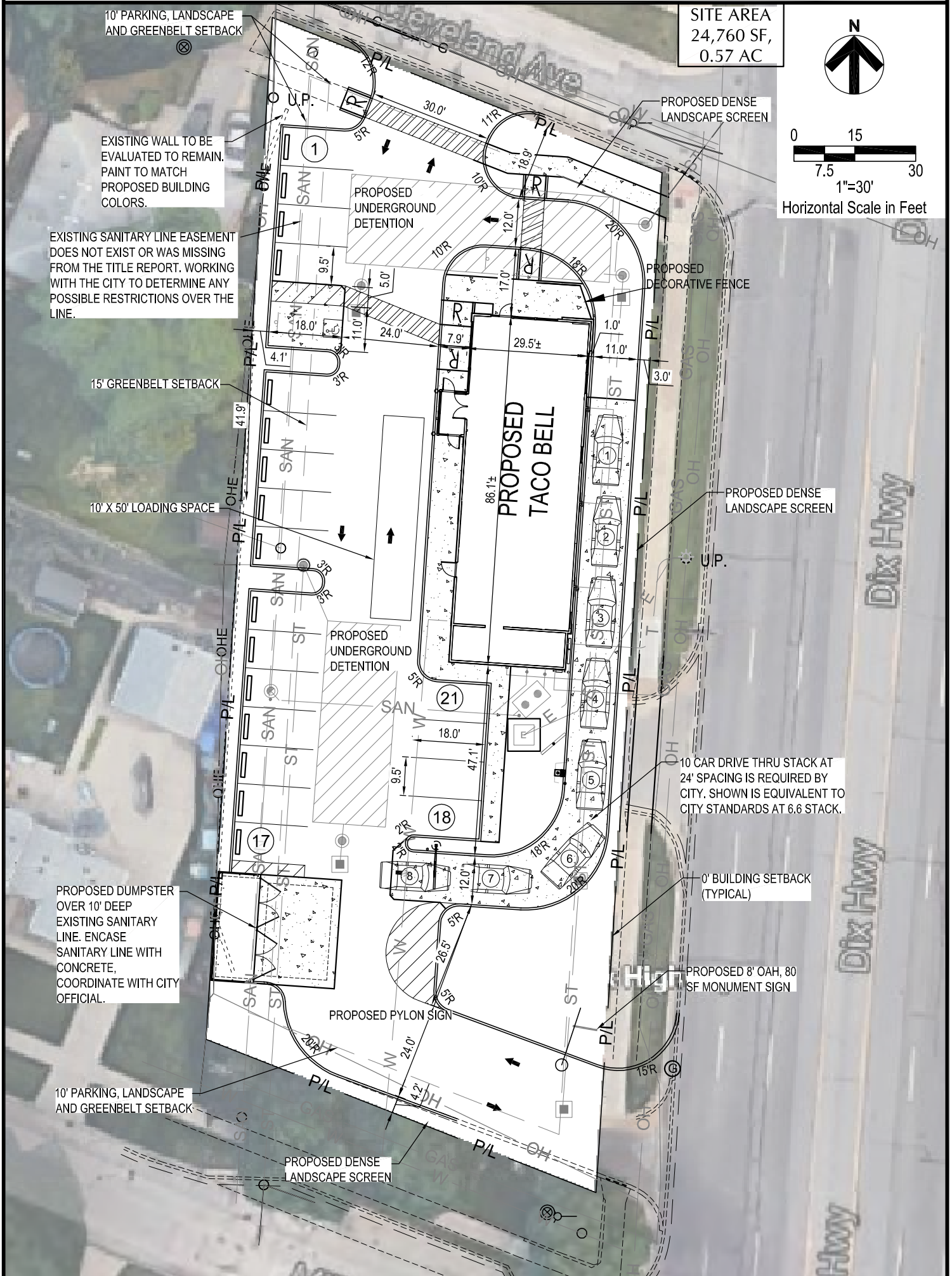
Project Type: Scrape & Rebuild
Building Design: Large 50 - Explorer Lite
Provided Parking: 21
Required Parking: 41
Drive-Thru Stack: 8 provided spaced 20'
Signage Size/Ht: 8' OAH, 80 SF monument sign

Contact Information

Franchisee: _____
Contact: _____
Email: _____
Consultant: Ellen Selle, GPD
Email: ESelle@gpdgroup.com
BMD/FDL/CM: Adam Macke

Taco Bell Use

Date Received: _____ Reviewed by: _____ Date Reviewed: _____



(Taco Bell Internal Use)

1. Conforms to standard unless noted.
2. Property dimensions, site square footage and existing surface features are approximate and may be subject to change upon the arrival of a certified survey.
3. Property boundary information provided by 3/28/17 boundary survey by Atwell.





ELEVATION SKETCH

Project Information

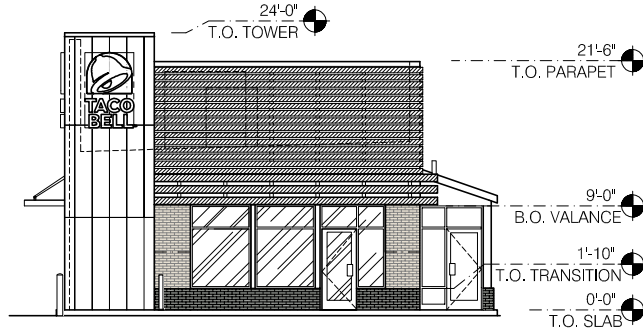
Site#: 848
 Entity#: _____
 Address: 2306 DIX AVE.
 City/State: LINCOLN PARK, MI
 Franchisee: N/A

Contact Information

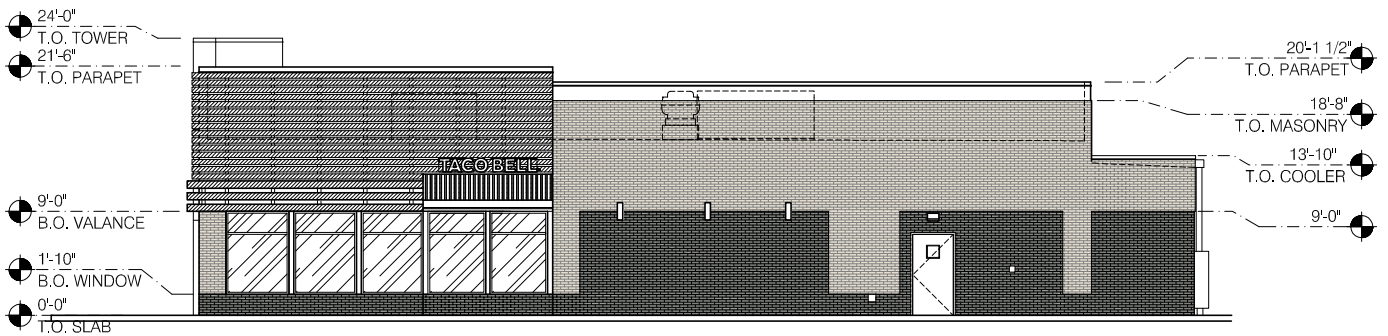
Franchisee: _____
 Contact: _____
 Email: _____
 Consultant: ELLEN SELLE
 Email: ESELLE@GPDGROUP.COM
 FBMD/FDL/CM: ADAM MACKE

Taco Bell Use

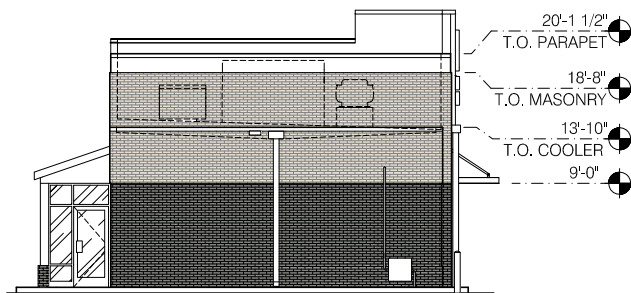
Date Received: _____ Reviewed by: _____ Date Reviewed: _____



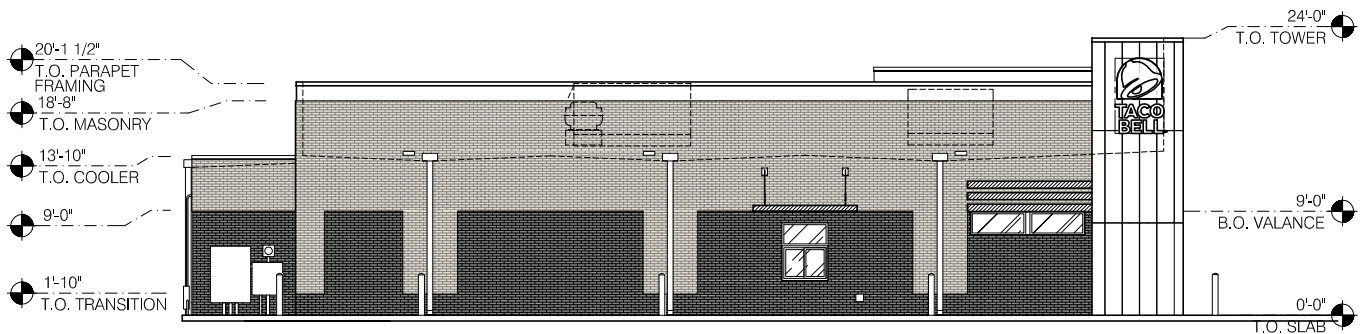
FRONT ELEVATION



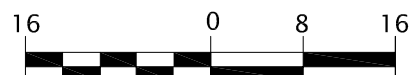
RIGHT ELEVATION



REAR ELEVATION



LEFT ELEVATION





EQUIPMENT SKETCH

Project Information

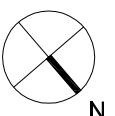
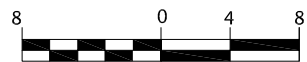
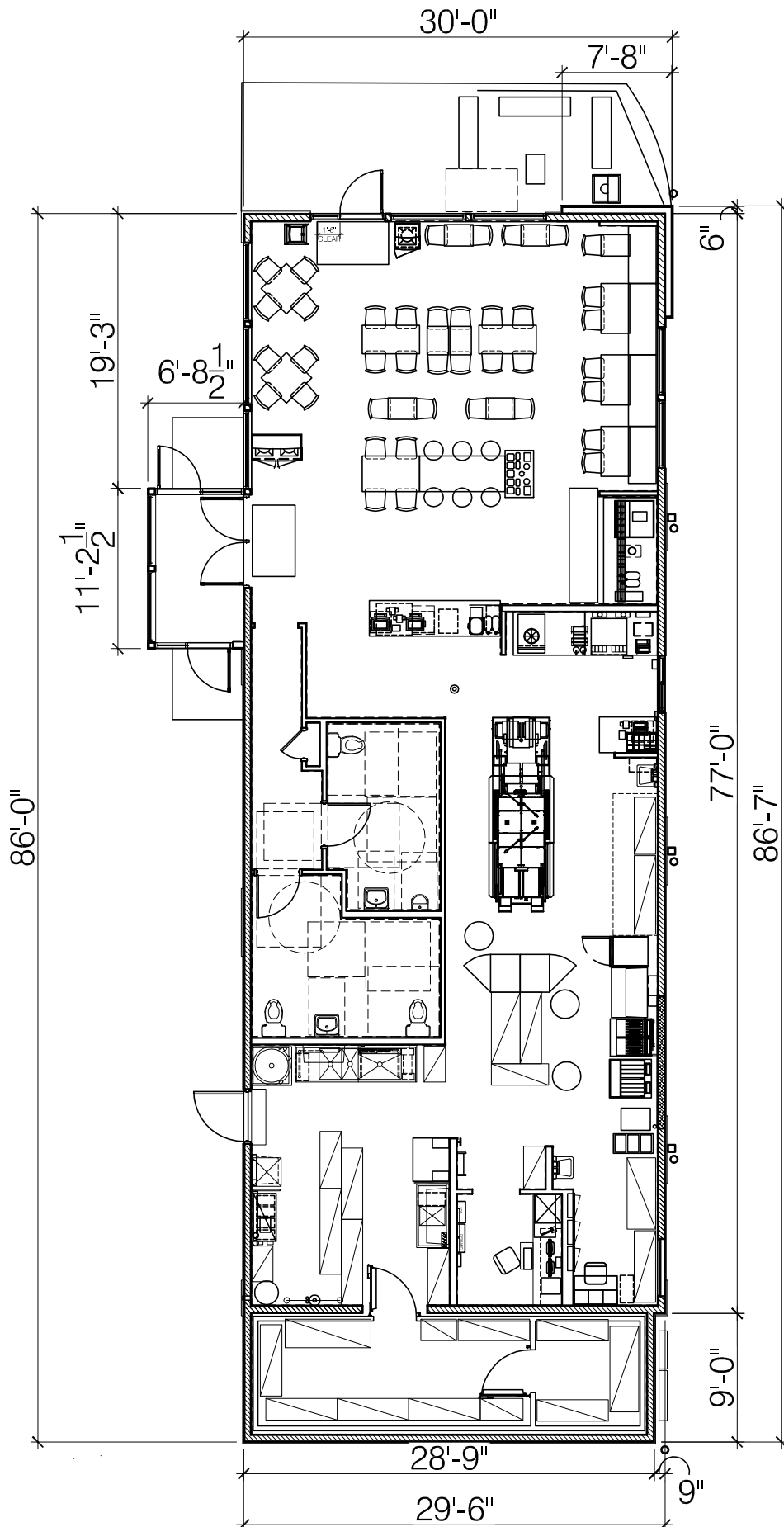
Site#: 848
 Entity#:
 Address: 2306 DIX AVE.
 City/State: LINCOLN PARK, MI
 Franchisee: N/A

Contact Information

Franchisee: -
 Contact: -
 Email: -
 Consultant: ELLEN SELLE
 Email: ESELLE@GPDGROUP.COM
 FBMD/FDL/CM: ADAM MACKE

Taco Bell Use

Date Received: _____ Reviewed by: _____ Date Reviewed: _____



Case No. _____

Date Submitted _____

City of Lincoln Park
APPLICATION FOR SITE PLAN REVIEW

NOTICE TO APPLICANT: Applications for Site Plan Review by the Planning Commission must be submitted to the City in *substantially complete form* at least thirty (30) days prior to the Planning Commission meeting at which the proposal will be considered. The application must be accompanied by the data specified in the Zoning Ordinance and Site Plan Review Guidelines, including fully dimensioned site plans, plus the required review fees. Regular meetings of the Planning Commission are held on the first Wednesday of each month at 7:00 p.m. All meetings are held at the Lincoln Park City Hall, 1355 Southfield Road, Lincoln Park, Michigan 48146. Phone number (313) 386-1800; Fax (313) 386-2205.

TO BE COMPLETED BY APPLICANT:

I (we) the undersigned, do hereby respectfully request Site Plan Review and provide the following information to assist in the review:

Applicant: Ellen Selle

Mailing Address: 520 South Main Street Suite 2531, Akron, OH 44311

Email Address: ESelle@gpdgroup.com

Telephone: 216-927-8650 Fax: 330-572-2101

Property Owner(s) (if different from Applicant): Taco Bell of America, Attn: Adam Macke

Mailing Address: 1 Glen Bell Way, Irvine, CA 92618

Telephone: 949-863-4303 Fax: _____

Applicant=s Legal Interest in Property: _____

Location of Property: Street Address: 2306 Dix Highway

Nearest Cross Streets: Dix Highway and Cleveland Ave.

Sidwell Number: _____

Property Description:

If part of a recorded plat, provide lot numbers and subdivision name. If not part of a recorded plat (i.e., Acreage parcel"), provide metes and bounds description. Attach separate sheets if necessary.

Property Size (Square Ft): 24,760 (Acres): 0.57

Existing Zoning (please check):

- | | |
|--|--|
| <input type="checkbox"/> SFRD Single Family Residential District | <input type="checkbox"/> RBD Regional Business District |
| <input type="checkbox"/> MFRD Multiple Family Residential District | <input type="checkbox"/> CBD Central Business District |
| <input type="checkbox"/> MHRD Mobile Home Park District | <input type="checkbox"/> GID General Industrial District |
| <input checked="" type="checkbox"/> NBD Neighborhood Business District | <input type="checkbox"/> LID Light Industrial District |
| <input type="checkbox"/> MBD Municipal Business District | <input type="checkbox"/> CSD Community Service District |
| <input type="checkbox"/> PUD Planned Unit Development District | |

Present Use of Property: Taco Bell restaurant

Proposed Use of Property: Taco Bell restaurant

Please Complete the Following Chart:

Type of Development	Number of Units	Gross Floor Area	Number of Employees on Largest Shift
Detached Single Family	0	0	
Attached Residential	0	0	
Office	0	0	0
Commercial	1	2,606	8
Industrial	0	0	0
Other			

Professionals Who Prepared Plans:

A. Name: Mark S Salopek (Please send all correspondence to Ellen Selle)

Mailing Address: 520 South Main Street, Akron, OH 44311

Email Address: ESelle@gpdgroup.com

Telephone: 216-927-8650 Fax: 330-572-2101 Primary Design Responsibility: _____

B. Name: Darrin Kotecki (Please send all correspondence to Ellen Selle)

Mailing Address: 520 South Main Street, Akron, OH 44311

Email Address: ESelle@gpdgroup.com

Telephone: 216-927-8650 Fax: 330-572-2101 Primary Design Responsibility: _____

C. Name: _____

Mailing Address: _____

Email Address: _____

Telephone: _____ Fax: _____ Primary Design Responsibility: _____

ATTACH THE FOLLOWING:

1. Six (6) individually folded copies of the site plans, sealed by a registered architect, engineer, landscape architect or community planner.
2. A brief written description of the existing and proposed uses, including but not limited to: hours of operation, number of employees on largest shift, number of company vehicles, etc.
3. Proof of property ownership.
4. Review comments or approval received from county, state, or federal agencies that have jurisdiction over the project, including but not limited to:
 - G Wayne County Road Commission
 - G Wayne County Drain Commission
 - G Wayne County Health Division
 - G Michigan Department of Natural Resources
 - G Michigan Department of Transportation
 - G Michigan Department of Environmental Quality

PLEASE NOTE: The applicant or a designated representative **MUST BE PRESENT** at all scheduled review meetings or the site plan may be tabled due to lack of representation.

Failure to provide true and accurate information on this application shall provide sufficient grounds to deny approval of a site plan application or to revoke any permits granted subsequent to site plan approval.

APPLICANT=S ENDORSEMENT:

All information contained herein is true and accurate to the best of my knowledge. I acknowledge that the Planning Commission will not review my application unless all information required in this application and the Zoning Ordinance have been submitted. I further acknowledge that the City and its employees shall not be held liable for any claims that may arise as a result of acceptance, processing, or approval of this site plan application.

<u>Elle Sella</u> _____	<u>7/12/17</u> _____
Signature of Applicant	Date
 _____	 _____
Signature of Applicant	Date
 _____	 _____
Signature of Property Owner Authorizing this Application	Date

TO BE COMPLETED BY THE CITY	Case No. _____
Date Submitted: _____	Fee Paid: _____
Received By: _____	Date of Public Hearing: _____
PLANNING COMMISSION ACTION	
Approved: _____	Denied: _____ Date of Action: _____

Case No. _____

Date Submitted _____

**City of Lincoln Park
APPLICATION FOR SPECIAL USE APPROVAL**

NOTICE TO APPLICANT: Applications for Special Use review by the Planning Commission must be submitted to the City *in substantially complete form* at least thirty (30) days prior to the Planning Commission's meeting at which the proposal will be considered. The application must be accompanied by six (6) individual folded copies of the site plan, plus the required review fees. Regular meetings of the Planning Commission are held on the first Tuesday of each month at 7:00 p.m. All meetings are held at the Lincoln Park City Hall, 1355 Southfield Road, Lincoln Park, Michigan 48146. Phone number (313) 386-1800; Fax (313) 386-2205.

Special Uses shall comply with the standards in Section 1262.08 of the Zoning Ordinance. Accordingly, a public hearing shall be held by the Planning Commission before a decision is made on any Special Use request. Furthermore, a site plan shall be required, which shall be prepared in accordance with Section 1294.01 of the Ordinance.

TO BE COMPLETED BY APPLICANT:

I (we) the undersigned do hereby respectfully request Special Use Review and provide the following information to assist in the review:

Applicant: Ellen Selle

Mailing Address: 520 South Main Street Suite 2531, Akron, OH 44311

Email Address: ESelle@gpcgroup.com

Telephone: 216-927-8650 Fax: _____

Property Owner(s) (if different from Applicant): Taco Bell of America, Attn:Adam Macke

Mailing Address: 1 Glen Bell Way, Irvine, CA 92618

Telephone: 949-863-4303 Fax: _____

Applicant's Legal Interest in Property: Build a new Taco Bell restaurant

Location of Property: Street Address: 2306 Dix Highway, Lincoln Park, MI 48146

Nearest Cross Streets: Dix highway & Mill street

Sidwell Number: _____

Property Description:

If part of a recorded plat, provide lot numbers and subdivision name. If not part of a recorded plat (i.e., "acreage parcel"), provide metes and bounds description. Attach separate sheets if necessary.

Property Size (Square Ft): 24,760 (Acres): 0.57

Present Use of Property: Taco Bell restaurant

Proposed Use of Property: Taco Bell restaurant

Existing Zoning (please check):

- | | |
|---|-----------------------------------|
| G SFRD Single Family Residential District | G RBD Regional Business District |
| G MFRD Multiple Family Residential District | G CBD Central Business District |
| G MHRD Mobile Home Park District | G GID General Industrial District |
| ☒ NBD Neighborhood Business District | G LID Light Industrial District |
| G MBD Municipal Business District | G CSD Community Service District |
| G PUD Planned Unit Development District | |

Please Complete the Following Chart:

Type of Development	Number of Units	Gross Floor Area	Number of Employees on Largest Shift
Detached Single Family	0	0	
Attached Residential	0	0	
Office	0	0	0
Commercial	1	2,606	8
Industrial	0	0	0
Other			

ATTACH THE FOLLOWING:

- Six (6) individually folded copies of the site plan, sealed by a registered architect, engineer, landscape architect or community planner.
- Proof of property ownership.
- A brief written description of the proposed use.

PLEASE NOTE: The applicant or a designated representative **MUST BE PRESENT** at all scheduled review meetings or the site plan may be tabled due to lack of representation.

APPLICANT'S ENDORSEMENT:

All information contained herein is true and accurate to the best of my knowledge. I acknowledge that the Planning Commission will not review my application unless all information required in this application and the Zoning Ordinance have been submitted. I further acknowledge that the City and its employees shall not be held liable for any claims that may arise as a result of acceptance, processing, or approval of this application.

<u>Ellen Sells</u>	<u>7/12/17</u>
Signature of Applicant	Date
_____ Signature of Applicant	_____ Date
_____ Signature of Property Owner Authorizing this Application	_____ Date

To be completed by City:

Date Submitted: _____ Fee Paid: _____
 Received By: _____ Date of Public Hearing: _____

PLANNING COMMISSION ACTION (RECOMMENDATION)

To Approve: _____ To Deny: _____ Date of Action: _____
 Reasons for Action Taken: _____

CITY COUNCIL ACTION

Approved: _____ Denied: _____ Date of Action: _____
 Reasons for Action Taken: _____