



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

October 10, 2018 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: 2115 Fort St (White Castle) – Proposed rezoning from PUD to CBD
 - B. Rezoning: 2115 Fort St (White Castle) from PUD to CBD
 - C. Public Hearing: Proposed text amendments to §1290.01, Off-Street Parking
 - D. Zoning text amendment: Proposed minor modifications to §1290.01, Off-Street Parking
 - E. Site Plan Review: 3528 Fort St – Tire Mall
- VII. New Business**
 - A. Special Land Use: 3528 Fort St – Tire Mall
- VIII. Policy Review and Discussion**
 - A. Annual Review of the Development Review Process: Redevelopment Ready Communities
- IX. Reports from Department 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 aides 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

**CITY OF LINCOLN PARK
COUNTY OF WAYNE, STATE OF MICHIGAN
PLANNING COMMISSION SPECIAL
MEETING OF AUGUST 29, 2018**

A Planning Commission Special meeting of August 29, 2018, held at the City of Lincoln Park City Hall, 1355 Southfield Road, Lincoln Park, Michigan.

1. MEETING CALLED TO ORDER:

- a. The meeting was called to order at 7:0 P.M. by Chairman Kissel presiding.

2. PLEDGE OF ALLEGIANCE:

3. ROLL CALL OF OFFICERS:

PRESENT: Kissel, Kelsey, Palmer, Horvath, Medina

ABSENT:

EXCUSED: Briones, Graczyk

ALSO PRESENT: Leah DuMouchel, John Meyers

4. APPROVAL OF MINUTES

- A. August 8, 2018

Minutes of August 8, 2018 approved as recorded

5. APPROVAL OF AGENDA

- A. Accepted as presented

6. UNFINISHED BUISNESS:

- A. None

7. NEW BUISNESS

- A. **SITE PLAN REVIEW – 3528 FORT ST. KNIGHTS OF COLUMBUS** - The applicant proposes to use the former Bank of America building as an administrative office for the Robert Jones Knights of Columbus and an incidental or secondary use of small social area for the membership.

The façade does not meet the standards for transparency (12% of required 25% provided on Fort St. 4% of required 25% provided on New York Ave.) Proposed brick infill at existing opening shall be replaced with transparency, and applicant is recommended to suggest alternative facade designs which would increase conformity with the standards

Concrete sidewalks to be brought up to City Standards.

Loading space shall meet dimensional requirements of 10' x 50'

The developer should verify with the City the existing water service type and size. If it is a lead service or if the service is undersized for the proposed building use, it should be replaced. The developer's engineer or architect shall determine the water service lead capacity

Conditions to be addressed before final approval are contained in the planning review letter dated August 29, 2018.

The applicant, Jim LaPalm began with an overview of the facility and intended use. There are very few renovations required to make the interior meet their needs.

Motion by Kelsey to accept and approve the site plan review with the conditions set forth in the Planners review letter dated August 29, 2018, support by Horvath

Motion carried Unanimously

8. POLICY REVIEW AND DISCUSSION

A. None

9. REPORTS FROM DEPARTMENTS AND OTHER BOARDS AND COMMISSIONS

None

10. PUBLIC COMMENTS

None

11. COMMENTS FROM PLANNING COMMISSIONERS

None

12. ADJOURNMENT

Motion by Kelsey to adjourn the meeting, support by Medina

Motion Carried. Meeting adjourned at 7:25 P.M.

Ms. Krystle-Marie Media, Secretary



CITY OF LINCOLN PARK
COUNTY OF WAYNE, MICHIGAN
PLANNING COMMISSION RESOLUTION

RESOLUTION TO RECOMMEND REZONING 2115 FORT ST FROM PUD TO CBD

Whereas the owners and representatives of the property known as 2115 Fort St. did pursue and receive a zoning designation of Planned Unit Development in conjunction with an approved Site Plan to expand the footprint of the building and implement pedestrian-focused site improvements in late 2016 and early 2017;

Whereas the owners and representatives of the above-referenced property did subsequently submit to the City a revised plan to renovate the building, which omitted both the building expansion and the majority of the pedestrian-focused site improvements;

Whereas the revised plan did not meet the standards for Planned Unit Development;

Whereas the owners and representatives have indicated in writing a preference for reverting the zoning designation in accordance with the procedures of Chapter 1288 of the Lincoln Park Zoning Code, Planned Unit Development; and

Whereas Chapter 1288, Planned Unit Development, specifies that the Planning Commission may initiate proceedings to amend the zoning classification of the site to remove the PUD classification;

THEREFORE BE IT HEREBY RESOLVED AS FOLLOWS:

The City of Lincoln Park Planning Commission recommends to the Lincoln Park City Council that the property commonly known as 2115 Fort St. be rezoned from Planned Unit Development to Central Business District.

Motion by: _____

Seconded by: _____

From: Eilers, Craig
To: [Leah DuMouchel](#)
Cc: "[Brad Brickel](#)"; [Barts, Joe](#); [Hook, Becky](#)
Subject: RE: White Castle, 2115 Fort St - site plan review report advance copy
Date: Wednesday, August 01, 2018 3:32:54 PM
Attachments: [image001.png](#)

Leah – as discussed, we are going with Option B with the understanding that the current PUD approval will be rescinded and we will submit directly to the Building Department.

I also understand the EIFS material will not be acceptable by the City standards therefore we will revise the building façade to be a brick material and the 60% glazing requirements will not be achievable due to we are not touching the structure of the building.

Thank you for your time this morning.

Craig G. Eilers | Engineering Project Manager

White Castle Management Co. | 555 W. Goodale St. | Columbus, Ohio 43215
P: 614.559.2729 | F: 614.224.1787



www.whitecastle.com | eilersc@whitecastle.com
Making Bold Moves Since 1921

From: Brad Brickel [<mailto:BBrickel@nfe-engr.com>]
Sent: Wednesday, August 01, 2018 10:38 AM
To: Eilers, Craig; Barts, Joe; Hook, Becky
Subject: Fwd: White Castle, 2115 Fort St - site plan review report advance copy

Please read and I will call to discuss

Sent from my iPhone 5

Begin forwarded message:

From: Leah DuMouchel <ldumouchel@bria2.com>
Date: August 1, 2018 at 10:22:07 AM EDT
To: Brad Brickel <BBrickel@nfe-engr.com>
Cc: John Meyers <jmeyers@citylp.com>
Subject: RE: White Castle, 2115 Fort St - site plan review report advance copy

Morning, all! Let's sort out the best method to proceed and, if I've misunderstood the intent, get us pointed in the right direction. I've drafted the attached memo to lay out the two regulatory options as clearly as I can, since we're in a little gray area. In brief, they are:

Option A: Preserve the PUD, revise the site plan to improve pedestrian access and

safety in addition to addressing the façade requirements, be allowed to expand or rearrange the site in the future, the meeting is still on for next week

Option B: Revert to legal nonconforming status, revise the plan to address the façade requirements but leave the site configuration alone, be prohibited from expanding or rearranging the site in the future (and understand that the use is considered “discouraged” at that site), cancel the meeting appearance and go directly through the Building Department

Brad, I know this may be a big question to answer swiftly, and I apologize for what looks now like my previous failure to grasp the specific intent of this change. Please do keep me apprised of your conversation with White Castle and let me know how I can facilitate the next step. I will be on the road this afternoon but available by email. Thank you!

Leah DuMouchel, AICP
Senior Associate

Beckett&Raeder, Inc.

Making Great Places for over 50 Years

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Ann Arbor, MI
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

From: Brad Brickel <BBrickel@nfe-engr.com>

Sent: Tuesday, July 31, 2018 6:13 PM

To: Leah DuMouchel <ldumouchel@bria2.com>

Cc: John Meyers <jmeyers@citylp.com>

Subject: RE: White Castle, 2115 Fort St - site plan review report advance copy

The building façade is being updated and the sidewalks around the building for ADA compliance. We are updating the Landscaping as much as possible.

The footprint and site circulation is the same. To completely redo the site would kill the project due to Wayne County especially.

Brad W. Brickel, PE

Senior Associate

Nowak & Fraus Engineers

46777 Woodward Avenue

Pontiac, Michigan 48342

T: 248.332.7931

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CITY OF LINCOLN PARK
COUNTY OF WAYNE, MICHIGAN
PLANNING COMMISSION RESOLUTION

**RESOLUTION TO RECOMMEND MINOR TEXT CHANGES TO OFF-STREET PARKING EXEMPTIONS IN
CHAPTER 1290 OF THE LINCOLN PARK ZONING CODE**

Whereas §1290.01(m) of the Lincoln Park Zoning Code describes six areas which are exempt from parking requirements due to their proximity to shared municipal parking facilities;

Whereas these areas have been recently mapped by the City for use in administering the Code;

Whereas during the research and mapping process, several minor text inconsistencies were identified; and

Whereas the minor amendments proposed in the memo titled "Off-Street Parking Exemptions: Proposed Changes" dated July 11, 2018, resolve the inconsistencies and reflect changes which have occurred to the lots, plats, or physical property;

THEREFORE BE IT HEREBY RESOLVED AS FOLLOWS:

The City of Lincoln Park Planning Commission recommends to the Lincoln Park City Council adopt the minor amendments proposed in the memo titled "Off-Street Parking Exemptions: Proposed Changes" dated July 11, 2018.

Motion by: _____

Seconded by: _____

City of Lincoln Park Planning and Development

Off-Street Parking Exemptions: Proposed Changes

July 11, 2018

§1290.01(m) of the Lincoln Park Zoning Code describes six areas which are exempt from parking requirements due to their proximity to shared municipal parking facilities. However, the descriptions provided use plat and lot numbers to identify the parcels, and Beckett & Raeder, Inc. has been unable to locate an existing spatial representation of the exempt areas to use in applying the ordinance. Therefore, the team used the plat book and existing spatial information to correlate the plat and lot numbers with the parcels as they are defined in the City today, and to generate a GIS layer showing the exempt parcels.

In the course of this research, a few text changes were identified as required to either correct inaccurate information, or to align the ordinance with current conditions in the City. These changes are presented here.

- (m) Exemptions. All uses located within designated areas containing Municipal off-street parking facilities are exempt from the requirements in this chapter. Exempt parking areas containing such Municipal off-street parking facilities are shown on an illustration entitled “Exempt Parking Areas,” on file in the office of the City Clerk, and more specifically described as follows:
- (1) Area A includes all land within an area from a point of beginning at the centerline of Southfield Road and West Electric Avenue ~~northwest~~**northeast** to the centerline of O'Connor Avenue; thence northwest to the centerline of Fort Street; thence northeast to the centerline of Euclid Avenue; thence northwest approximately two-hundred (200) feet to the centerline of the alley; thence southwest to the centerline of O'Connor Avenue; thence northwest to the alley located approximately three-hundred twenty-five (325) feet from the centerline of Fort Street; thence southwest to the southerly line of Lot 65 of Elmwood Park Subdivision; thence westerly along such line to the centerline of Fort Park Boulevard; thence southwest to the centerline of Southfield Road; thence east-southeast to the point of beginning.
 - (2) Area B includes the land area formed by Lots 96 through 100, the ~~easterly twenty nine (29) feet of alley~~ **northeast of** Lot 112 and Lot 113 in the Lincoln Park Subdivision No. 1; and Lots 116 through 118 ~~and Lot 126~~ in the Main Fort Street Subdivision No. 2.
 - (3) Area C includes the land area formed by Lots 7 through 12 and Lots 52 through 117 of the Elmwood Manor Subdivision.
 - (4) Area D includes the land area formed by Lots 257 through 275 of the Washington Park Subdivision; Lots 231 through 234, Lots 292 through 295 and Lots 315 through 327 of the Parkhurst No. 1 Subdivision, including the vacated abutting street; and that portion of Chandler Avenue having been vacated south of London Avenue.
 - (5) Area E includes the land area formed by Lots 44 through 50 of the Frederick-Roberts-McKenney Realty Company's Subdivision; Lots 43 through 49 of the Homeville Subdivision; Lots 46 through 52 of the Robinwood Subdivision; and the ~~properties~~ **alley and adjacent parking area** north of such described properties for an ~~approximate~~ distance of forty ~~nine~~**five** (4**9**5) feet ~~more or less from the edge of the parcel line~~.

- (6) Area F includes the land area at the point of beginning along Euclid Avenue one-hundred forty-three (143) feet; thence southwest seven-hundred ninety-five (795) feet more or less to the southerly boundary line of Quandt Park; thence ninety (90) degrees southeast to the centerline of Dix Avenue; thence northeast along the centerline of Dix Avenue to the point of beginning.



CITY OF LINCOLN PARK
COUNTY OF WAYNE, MICHIGAN
PLANNING COMMISSION MOTION

MOTION TO RECONSIDER A PROPOSED SITE PLAN
TO OPEN AN AUTOMOTIVE SERVICE STATION (TIRE MALL) AT 3563 FORT STREET, LINCOLN PARK

Whereas the Lincoln Park Planning Commission considered a proposed site plan for an Automotive Service Station (Tire Mall) at 3563 Fort Street at its regular meeting on July 11, 2018;

Whereas the proposed Automotive Service Station (Tire Mall) was most recently used as an Automotive Service Station (McCormack Tire);

Whereas the proposed Automotive Service Station is located within 5,000 feet of an existing automotive fueling station, service station, or repair center;

Whereas §1294.14 of the Lincoln Park Zoning Code states that a proposed automotive fueling station, service station or repair center shall have a 5,000 foot setback from an existing automotive fueling station, service station or repair center, measured from the outermost boundaries of the lot or parcel;

Whereas §1294.14 of the Lincoln Park Zoning Code further states that the Planning Commission may reduce or waive the setback standards of this section in cases where a new Automotive Service Station is proposed on a site that was previously a nonconforming Automotive Service Station, provided they determine that no good purpose would be served by upholding the minimum standards;

Whereas a motion duly presented by the Planning Commission to waive the setback standard failed upon a roll call vote;

Whereas the site plan application was subsequently denied on the basis of its failure to meet this setback requirement;

Whereas the applicant appealed to the Zoning Board of Appeals for a dimensional variance from the 5,000 foot setback; and

Whereas the Zoning Board of Appeals granted said variance at a meeting duly conducted on September 20, 2018,

THEREFORE IT IS MOVED THAT:

THE CITY OF LINCOLN PARK PLANNING COMMISSION RECONSIDER THE PROPOSED SITE PLAN TO OPEN AN AUTOMOTIVE SERVICE STATION (TIRE MALL) AT 3563 FORT STREET, LINCOLN PARK.

Motion by: _____

Seconded by: _____

Lincoln Park

M I C H I G A N

B R ⓘ

Beckett&Raeder

3563 Fort St – Tire Mall Site Plan Review

Applicant	Fernando Lopez
Project	Tire Mall
Address	3563 Fort Street, Lincoln Park, MI 48146
Date	October 10, 2018
Request	Site Plan Review – Reconsideration
Recommendation	Approve with conditions

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

Figure 1: Aerial View

The applicant proposes a new tire mall business. The property would be used as a tire and auto repair shop that works on brakes, suspension, alignments, sales, and service, which fits within the definition of an Automotive Repair Station in the Lincoln Park Zoning Code. Paint, roof repair, a new sign, and new bay doors to the property are proposed.



Site conditions

The site is on the corner of heavily-transited Fort Street and New York Avenue, also adjacent to a residential zone. The property is serviced by a sidewalk on both streets. The site is 3,768 square feet; the building is on the north end of the lot and has a private parking lot on the south side of the lot.

Master Plan

Future Land Use Classification

The Future Land Use Map from the 2007 Comprehensive Plan shows this property is in the General Commercial Zone. The description of this zone says that “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” to draw in customers from outside of the City. As an automobile-oriented use, this proposal fits within the Master Plan future land use goals.

Intent; Desirable Uses and Elements

Uses in the Municipal Business District (MBD) 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.” Automobile service stations are permitted after Special Land Use approval in the MBD, subject to the additional standards in Section 1294.14, Automotive Service Stations, and Public Garages.

Land Use and Zoning

Zoning

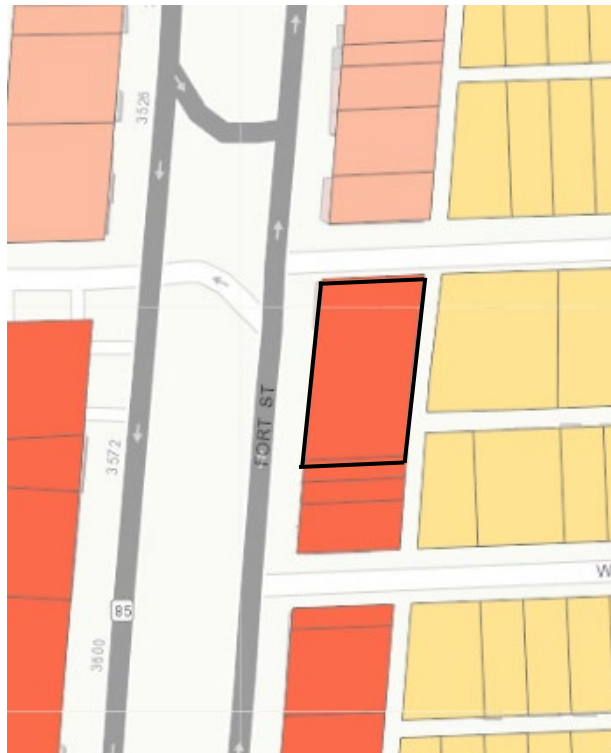


Figure 3: Zoning Map

The site is zoned Municipal Business District. Automotive

Proposed and Existing Uses

Site	Tire Mall, Municipal Business District
North	Commercial, Neighborhood Business District
East	Residential, Single-Family Residential
South	Commercial, Municipal Business District
West	Commercial, Municipal 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	69 ft	Met
Street Frontage (§1294.09)	Shrubbery and low retaining walls 2 ½' < height < 8'	None within triangle	Met
Lot Area	4,000 sq ft	~14,670 sq ft	Met
Lot Coverage	50%	4,762/14,670= 32%	Met
Height	2 stories; 25 ft	1 story; 18 ft	Met
Setback – Front	0 ft	0 ft.	Met
Setback – Sides	0 ft	85 ft south/ 1 ft north	Met
Setback – Rear	0 ft	0 ft	Met

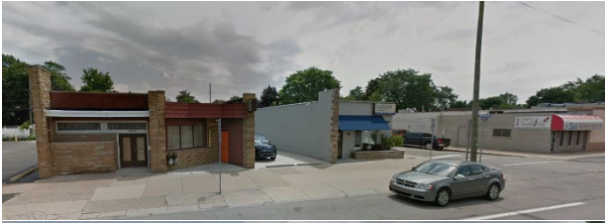

Items to be addressed

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' 	Met

Required	Compliance
<ul style="list-style-type: none"> Architectural variety Similar materials and entrances to buildings within 500' <div style="display: flex; justify-content: space-around;">  <div style="border: 1px solid black; padding: 5px;">Looking south</div> </div> <div style="display: flex; justify-content: space-around;">  <div style="border: 1px solid black; padding: 5px;">Looking north</div> </div>	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) 9% brick 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) 45% metal siding; 46% EIFS Natural colors (bright for decorative features only) 	Not met
<ul style="list-style-type: none"> Façade: <100' uninterrupted 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 	Met
<ul style="list-style-type: none"> Windows: vertical, recessed, visually-obvious sills Spaces between windows = columns, mullions, or material found elsewhere on the façade Front facades > 25% windows 22.5% Size, shape, orientation, spacing to match buildings within 500' 	Not 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) Door opening is 6'x10' and has transom 	Met
<ul style="list-style-type: none"> Pitched / shingled roof forms suggested; overhanging eaves with slope of 0.5 to 1 Rooflines >100' = roof forms, parapets, cornice lines Roof-top mechanical equipment screened by roof form. 	Met

Items to be addressed

- *Exterior building materials do not meet the specifications: 9% is constructed of primarily natural products (75% required), and 91% is constructed of EIFS and metal siding (25% max). All other building facades are made of brick, suggesting that the EIFS and siding may be the result of façade coverings. Applicant shall document investigation into compliance with the ordinance standards and propose an elevation that more substantially meets the letter and intent of this section.*

- *22.5% of the first-story façade (defined as 0'-12' above grade) is comprised of window (25%) required. Applicant shall increase window façade coverage to meet standard or shall document inability to do so.*

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 property is serviced by sidewalks along New York Avenue and Fort Street. A crosswalk connects the property to the following block north of the site along Fort Street. There is only one access point to the site on Fort Street, which reduces the instances where pedestrians would come into contact with drivers. There are no bicycle lanes on either street. The site plan proposes a 5' concrete walk from the grass median (between Fort Street and the sidewalk) to the front door.

The site has been reviewed by the City Engineer, with the following comments: *There was ponding water and broken sidewalk on the southern end of the property. This is a safety hazard and needs to be replaced. I have attached photos of the sidewalk and the ponding water. In this same area between the sidewalk and the curb, the asphalt has severe spider cracking. This should be replaced due to its condition and it may also be causing the water to pond on the sidewalk. There are also several pieces of broken sidewalk around the property that is unsafe and in need of repair.*

Items to be addressed

- *Ponding water and broken sidewalk on the southern end of the property shall be replaced*
- *Asphalt between sidewalk and curb to be replaced (landscaping proposed)*
- *Sidewalks shall be brought up to City standards where cracked or deteriorated*

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
Automotive repair center	One (1) for each employee = 4	=2	Met with waiver
	One (1) for the owner and/or manager =1 number not provided	=1	
	Two (2) for each service bay =8	=8	
	Total =13	Total = 11	

	Required	Proposed	Compliance
Parking Area Type B §1290.05	Adequate means of ingress and egress shall be provided and shown		Met
	Parking facilities, access drives, and maneuvering aisles shall be hard surfaced with concrete or plant-mixed bituminous material, maintained in a usable dustproof condition and graded and drained appropriately	Asphalt pavement	Met
	Concrete curbs and gutters		Met
	When adjoining residential property and/or a residential street or alley: 6’ solid masonry wall, ornamental on both sides, with bumper guards	Detail not provided	Met, pending detail
	All street boundaries of such parking facilities, where residential property is located on the opposite side of the street, shall be treated the same as set forth in Section 1290.04, Off-Street Parking A Areas; Residential Districts Adjoining Business or Industrial Districts.		Not applicable
	Entrance only from the adjoining principal use or adjoining alley; no use of street for backing or maneuvering		Met
	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.		It appears that parking spaces #10 and #11 abut a public sidewalk

The site has been reviewed by the City of Engineer, with the following comments. Photos are available:

There isn't any proposed parking lot improvement shown on the plans; however, the existing parking lot shows some signs of cracking and separation. Overall the parking lot ranges from fair heading on poor condition with a lot of spider cracking. There is an area near the entrance doors, in the parking area, that should be patched immediately. It is holding water and will be a slipping hazard. There was some patchwork done on the parking lot but all of the spider cracks are a concern. If these items do not get addressed in the very near future, the parking lot will need to be completely reconstructed within a couple years. It is highly recommended that the applicant get immediate recommendations from an asphalt contractor; otherwise, it will be too late, a complete reconstruction will be needed, and detention may be triggered – costing a lot of money. The contractor may say it can be milled and capped right now and save \$10s of thousands of dollars in the near future. As the City is addressing parking lots that need repairs citywide, it will be cited for blight if it is in poor condition.

The drive approach is low and holding water. This could be a safety hazard. The water in the approach could freeze causing a vehicle to slide into traffic on Fort Street or someone could slip and fall. The drive approach should be replaced.

On September 20, 2018, the Zoning Board of Appeals granted a variance to accept 11 parking spaces rather than 13.

Items to be addressed

- Applicant shall provide solid masonry wall detail*
- Where parking spaces abut the sidewalk, applicant to provide 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*
- Slipping hazard near entrance shall be patched immediately*
- Applicant shall get immediate recommendations from an asphalt contractor to address spider cracking and separation*
- Drive approach shall be replaced*

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
Between 1 to 25 spaces	1	1	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
4,762 sq ft	1	0	Not met

Items to be addressed

- Applicant to designate one 10' X 50' 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 Not provided • 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 	<p>Single two-way driveway that is 30' in width</p> <p>Applicant to document the angle at which the approach meets the street</p>	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 property does not have a shared access parking lot.	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. 	.	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 		Not applicable
<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 	Speed limit is 45mph=230 ft spacing between driveways	Met

Items to be addressed

- Applicant to show curb radius on proposed new drive approach

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.

Fire access is provided via both ROWs, the alley behind the building, and the parking lot. The Lincoln Park Police Department has reviewed the plan and stated no objection to the plan moving forward.

Items to be addressed

None

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	A trapezoidal greenbelt is proposed along New York which ranges from 3 to 13 feet wide. The greenbelt along the Fort St St. ROW along is 12 feet.	Met
	1 tree and 4 shrubs per 40' of street frontage 160' total = 4 trees and 16 shrubs	4 trees and 16 shrubs	Met
	Where headlights from parked vehicles will shine into the ROW, may require a totally obscuring hedge	It appears that parking spaces #10 and #11 abut a public sidewalk	Not met
Interior Landscaping	10% of total lot area landscaped, including groundcover (14,670 sf * 0.1) = 1,467 sf landscaping	No interior landscaping proposed; planning commission waiver sought under Special Provisions for Existing Sites	Met with waiver
	Interior landscaping to be grouped near entrances, foundations, walkways, service areas		Not applicable

	Required	Proposed	Compliance
	1 tree per 400 sf of required landscaping and 1 shrub per 250 sf of required landscaping 1,467 sf = 4 trees and 6 shrubs	2 trees and 9 shrubs are provided and considered equivalent; placement is in ROW due to existing conditions	Met
Parking Lot	1 deciduous or ornamental tree per 10 parking spaces 1 tree	No trees proposed in the parking lot; priority with the landscaping waiver is for street and buffer landscaping	Met with waiver
	100 sf of planting area per tree		Not Applicable
Screening	Waste receptacle: Decorative masonry wall of at least 6' with solid or impervious gate	The existing dumpster enclosure is shown on the map, but no detail has been provided.	Met, pending detail
	Abutting residential: greenbelt, 15' with 5' evergreens (PC may waive); solid 6' masonry wall ornamental on both sides	No additional plant material is proposed on the eastside where the property abuts a residential zone, PC waiver sought for greenbelt and evergreen screen	Met with waiver, pending detail

The 30% waiver from Section 1296.03c1-2 was applied to all of the calculations above to reduce the landscaping requirements for the applicant, with priority given to landscaping along the streets and as a buffer between uses over parking lot and site landscaping.

On September 20, 2018, the Zoning Board of Appeals granted a variance to accept the proposed landscaping plan, and to waive the screening requirement for a greenbelt and an evergreen row, leaving only the wall.

Items to be addressed

- Applicant to address headlights shining in ROW from parking spaces #10 and #11; may be resolved by landscaping placement in ROW greenbelt but must be documented as such
- Where parking spaces abut the sidewalk, applicant to provide 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
- Applicant to provide detailed drawing of decorative masonry for waste receptacle
- Applicant to provide detailed drawing of solid 6' masonry screening wall, ornamental on both sides

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 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.

The site is served by public water and sewer. The Lincoln Park Department of Public Services has reviewed the proposal, with the following comments: *Applicant requested to check the storm CBs in the parking lot and alley to ascertain their structural integrity, water tightness, and pipework from the parking lot to the CB in the alley.*

The site plan has been reviewed by the City Engineer, with the following comments: *Based on the site plan submitted, all existing utilities and leads are being reused. It is important that the developer realize these existing utilities are very old and may have reached their life expectancy. It is our strong recommendation for the developer to at least videotape the existing sewer lead to determine its condition prior to performing any new renovation on the building. If the service lead needs to be replaced, the installation of the new service will need to be inspected by our office. The developer should verify with the City the existing sanitary service type and size. If it is undersized for the proposed building use it must be placed. The developer's engineer or architect shall determine the sanitary service lead capacity.*

The developer should verify with the City the existing water service type and size. If it is a lead service or if the service is undersized for the proposed building use, it should be placed. The developer's engineer or architect shall determine the water service lead capacity.

The water shutoff on the north side of the building needs to be lowered.

Items to be addressed

- *Applicant to check the storm CBs in the parking lot and alley to ascertain their structural integrity, water tightness, and pipework from the parking lot to the CB in the alley.*
- *Applicant to videotape the existing sewer lead to determine its condition prior to performing any new renovation on the building; If the service lead needs to be replaced, the installation of the new service shall be inspected by City engineer*
- *Applicant shall verify with the City the existing sanitary service type and size; shall determine the sanitary service lead capacity; and shall replace if it is undersized for the proposed use*
- *Applicant shall verify with the City the existing water service type and size; shall determine the water service lead capacity; and shall replace if it is a lead service or if the service is undersized for the proposed use*

- *The water shutoff on the north side of the building shall be lowered.*

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.

§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.

Applicant proposed to retain existing lighting fixtures. All face the interior of the site and are downward-directed.

Items to be addressed

None

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.

The proposed use may create noise levels that are disruptive to the adjacent residential zones. Please use the table below as the noise standard for your business.

Octave Band (cycles per second) (H2)	<u>Day</u>	<u>Night</u>
00 to 74	76	70
75 to 149	70	62
150 to 299	64	56
300 to 599	57	49
600 to 1,199	51	44
1,200 to 2,399	45	39
2,400 to 4,799	38	33
4,800 and above	36	31

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 roof-mounted equipment is visible from the ROW

Items to be addressed

None

SIGNS

The standards of the City's Sign Code are met.

Signs are reviewed and permitted by the City of Lincoln Park Building Department. Signs shown in the site plan are for illustrative purposes, and site plan approval does not constitute sign approval.

Items to be addressed

- *Applicant to submit a sign plan to the City of Lincoln Park Building Department and secure all required sign permits*

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.

1296.01 Site Plan Review

Site plan approval criteria

S. 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.**

1296.01 Information concerning utilities, drainage, and related issues

H. Listing of types and quantities of hazardous substances and polluting materials which will be used or stored on-site at the facility in quantities greater than twenty-five gallons per month.

I. Areas to be used for the storage, use, loading/unloading, recycling, or disposal of hazardous substances and polluting materials, including interior and exterior area.

Items to be addressed

- *Applicant to provide documentation showing compliance with state and federal requirements for hazardous materials.*

SITE DESIGN STANDARDS FOR USES PERMITTED AFTER SPECIAL APPROVAL

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

1294.14: Automotive Service Stations, Repair Centers, and Public Garages

(a) Purposes. In order to regulate and control the problems of noise, odor, light, fumes, vibration, dust, danger of fire and explosion and traffic congestion, which result from the unrestricted and unregulated construction and operation

of automotive service stations and automotive repair centers, and to regulate and control the adverse effects which these and other problems incidental to automotive service stations and repair centers may exercise upon adjacent and surrounding areas, the following regulations and requirements are provided for automotive service stations and repair centers located in any zone. All automotive service stations and repair centers erected after the effective date of this Zoning Code shall comply with this section. No automotive service station or repair center existing on the effective date of this Zoning Code shall be structurally altered so as to provide a lesser degree of conformity with this section than existed on the effective date of this Zoning Code.

Requirement	Proposed	Compliance
Frontage along the principal street of not less than one-hundred- fifty (150) feet Minimum area of fifteen-thousand (15,000) square feet.	160 feet 15,078 square feet	Met
> 40' from any street lot line >15' from any side or rear lot line directly adjoining a residentially zoned district (may be constructed on property line if abutting an alley) >5000' from existing automotive fueling station, service station or repair center (outermost boundaries of the lot)	0 feet from street lot line >16 feet from residentially zoned rear lot line ~480 feet to the nearest automotive repair center (Muffler Man)	Not met
Driveways < 30' feet wide at the property line 1 curb opening along any street Driveway / curb opening > 20' to any corner or exterior line (along the property line) Driveway > 30' to any other driveway (along the property line) 6" concrete curb along all street lot lines	30' 1 curb cut on Fort 110' from corner 60' to next driveway Curb is existing	Met
Entire lot hard surfaced (concrete or plant-mixed bituminous material) Landscaped area separated from all paved areas by 6" concrete curb	Covered by asphalt	Met
All lubrication equipment, motor vehicle washing equipment, hydraulic hoists and pits enclosed entirely within a building All gasoline / fuel pumps > 15' from any lot line Pumps arranged so that motor vehicles shall not overhang any public sidewalk, street or right of way.	None shown outside building No pumps proposed	Met

Requirement	Proposed	Compliance
<p>Lot 15,000 sf: 4 double gasoline / fuel pumps or 8 single gasoline / fuel pumps and 2 enclosed stalls for servicing Additional 2 gasoline / fuel pumps and/or 1 enclosed stall may be included with each additional 2,000 sf of lot area.</p>	<p>No pumps proposed</p>	<p>Not applicable</p>
<p>Where adjoining residential district: 6' solid, ornamental, masonry wall erected and maintained along the interior (or alley) lot line All trash areas, used tires, automotive parts, other items enclosed on all sides by 6' masonry wall constructed of the same materials as main or principal building, faced with brick, decorative block, or pre-cast concrete (decorative pattern, painted in the same color scheme) Masonry walls protected by a fixed curb or vehicle barrier Masonry wall may be required by the Building Superintendent where adjoining a nonresidential use, such as a professional office building, clinic or day nursery, or a landscaped area of any other nonresidential use Walls may be stepped down within 25' of street right-of-way line.</p>	<p>Wall proposed; see Landscaping Enclosure proposed, see Landscaping; detail to be submitted Detail to be submitted</p>	<p>Met, pending detail</p>
<p>Exterior lighting, including illuminated signs, hooded or shielded away from neighboring property</p>	<p>See Lighting</p>	
<p>>200 from school, playground, church, hospital or other such use where large numbers of people congregate (measured from property line)</p>	<p>No such establishments are within a 200' radius</p>	<p>Met</p>
<p>All repair work conducted completely within enclosed building; no storage of parts, trash, supplies or equipment outside of a building. Outdoor vehicle and trailer storage / parking prohibited between 10:00 p.m. and 7:00 a.m. Exceptions: private passenger automobiles, equipment rental operations (see ordinance for details)</p>	<p>No outside storage shown</p>	<p>Met</p>

Requirement	Proposed	Compliance
If use abandoned or terminated > 1 year, all underground gasoline storage tanks shall be removed from the premises.	No USTs known	Met

(n) Wavier or Modification of Standards for Special Situations. In cases where an applicant is proposing to open a new automotive service station or repair center on a site that was previously a non-conforming service station, the Planning Commission may reduce or waive the minimum area, frontage, or setback standards, provided they determine that no good purpose would be served by upholding the minimum standards. In making such a determination to reduce or waive the requirements for the minimum area, frontage, or setbacks, the following may be considered:

- (1) Extent that the proposed site can effectively accommodate and control the problems of noise, odor, light, fumes, vibration, dust, danger of fire and explosion, and traffic congestion associated with automatic service stations and repair centers.

Noise, odor, light, fumes, vibration, dust, danger of fire and explosion, and traffic congestion are not expected to increase significantly as a result of the proposed development. No data has been supplied by the applicant documenting any of these effects.

- (2) Extent that the proposed site can operate as an automotive service station or repair center without negatively impacting traffic safety or adjacent uses.

The intensity of the use is not sufficient to suggest negative traffic impacts. The adjoining residential use will be buffered by the installation of a 6' masonry wall. The only adjoining commercial use is a computer servicing business, which is separated from the automotive use by a parking lot and is not expected to be negatively impacted by the proposed use.

- (3) Existing and proposed building placement.

The existing building meets all setback requirements except a 40' front setback. Such setbacks are typically instituted to provide a spatial buffer between the dust, noise, fumes, vibrations, etc. of the automotive use. In this case, the setback is from Fort Street, a heavily-traveled State highway which produces its own dust, noise, fumes, vibrations, and other impacts, and therefore protecting it by enforcing this setback may not serve any purpose.

- (4) On-site traffic circulation.

On-site traffic circulation is typical of any commercial establishment.

- (5) Proximity to residential uses.

The site plan meets the required setback from an adjacent residential use, and a new 6' masonry wall will be installed as a buffer.

- (6) Visual impacts.

The proposed landscaping improves the site's visual impact by removing inappropriate asphaltting from two sections of the public ROW and replacing them with vegetation.

Site was previously a non-conforming service station. It meets all of the criteria for an Automotive Repair Facility except two setbacks: the building is closer than 40' to the front lot line (0' existing building setback), and closer than 5,000' to another Automotive Repair Facility (~480' to Muffler Man). The comments above represent the staff assessment of the circumstances under consideration. Additional commentary was provided by the applicant.

At its meeting on July 11, 2018, the Planning Commission voted against waiving the 5,000' setback requirement. The applicant petitioned to the Zoning Board of Appeals on September 20, 2018, which voted to grant a dimensional variance from the 5,000' setback. The ZBA also granted a variance from the 40' front lot line. With these variances in place, the proposal now meets the standards of 1294.14.

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.

Other relevant agencies will review the site plan to determine the need for further revisions, permits, or necessary standards.

Items to be addressed

None

VARIANCES

No variances are requested at this time.

Items to be addressed

None

RECOMMENDATIONS

Findings

The proposed site plan substantially complies with §1296.01, Site Plan Review, with the following conditions and waivers.

Conditions to be resolved before final approval

- *Exterior building materials do not meet the specifications: 9% is constructed of primarily natural products (75% required), and 91% is constructed of EIFS and metal siding (25% max). All other building facades are made of brick, suggesting that the EIFS and siding may be the result of façade coverings. Applicant shall document investigation into compliance with the ordinance standards and propose an elevation that more substantially meets the letter and intent of this section.*
- *22.5% of the first-story façade (defined as 0'-12' above grade) is comprised of window (25%) required. Applicant shall increase window façade coverage to meet standard or shall document inability to do so.*
- *Drive approach replacement to be shown on site plan, and shall include curb radii*
- *Applicant to designate one 10' X 50' loading space*
- *Applicant to address headlights shining in ROW from parking spaces #10 and #11; may be resolved by landscaping placement in ROW greenbelt but must be documented as such*
- *Where parking spaces abut the sidewalk, applicant to provide 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*
- *Applicant to provide detailed drawing of decorative masonry for waste receptacle*
- *Applicant to provide detailed drawing of solid 6' masonry screening wall, ornamental on both sides*
- *The water shutoff on the north side of the building shall be lowered.*
- *Asphalt between sidewalk and curb to be replaced (landscaping proposed)*

Conditions of approval

- *Ponding water and broken sidewalk on the southern end of the property shall be replaced*
- *Slipping hazard near entrance shall be patched immediately*
- *Sidewalks shall be brought up to City standards where cracked or deteriorated*
- *Applicant shall get immediate recommendations from an asphalt contractor to address spider cracking and separation*
- *Applicant to check the storm CBs in the parking lot and alley to ascertain their structural integrity, water tightness, and pipework from the parking lot to the CB in the alley.*
- *Applicant to videotape the existing sewer lead to determine its condition prior to performing any new renovation on the building; If the service lead needs to be replaced, the installation of the new service shall be inspected by City engineer*
- *Applicant shall verify with the City the existing sanitary service type and size; shall determine the sanitary service lead capacity; and shall replace if it is undersized for the proposed use*

- *Applicant shall verify with the City the existing water service type and size; shall determine the water service lead capacity; and shall replace if it is a lead service or if the service is undersized for the proposed use*
- *Applicant to work with City Engineer to review stormwater system to determine the appropriate permitting process*
- *Applicant to submit a sign plan to the City of Lincoln Park Building Department and secure all required sign permits*
- *Applicant to comply with soil erosion control measures and permits as issued by Wayne County*
- *Applicant to provide documentation showing compliance with state and federal requirements for hazardous materials.*

Recommendation

It is recommended that the Lincoln Park Planning Commission approve the site plan for 3563 Fort St, with the conditions described herein.

Leah DuMouchel

From: John Kozuh <JKozuh@citylp.com>
Sent: Monday, June 25, 2018 7:56 AM
To: Leah DuMouchel
Subject: RE: Request for Review: 3563 Fort St

Leah: Can we request the proposed new occupant check the storm cb's in both the parking lot and alley to ascertain their structural integrity, water tightness, and the pipe work from parking lot to the cb in the alley?

John Kozuh
DPS Director
City of Lincoln Park

From: Leah DuMouchel [mailto:ldumouchel@bria2.com]
Sent: Friday, June 22, 2018 4:17 PM
To: Fire Chief <FChief@citylp.com>; Irenda Lockhart <ILockhart@citylp.com>; Robert Wright <RWright@citylp.com>; Ray Watters <RWatters@citylp.com>; Krystina Erdos <KErdos@citylp.com>; John Kozuh <JKozuh@citylp.com>; jdhollandsworth@hengineers.com
Subject: Request for Review: 3563 Fort St

Hello! The Lincoln Park Planning Commission requests your review of a site plan for a proposed Tire Mall at 3563 Fort St. The site plan is attached, and can also be downloaded here: [3563 Fort – Tire Mall Site Plan Application](#). If you prefer a hard copy, they are available at the Building Department. Please forward your comments to me by **Wednesday, June 27**. Thank you for all you do!

Leah DuMouchel, AICP
Senior Associate

Beckett&Raeder, Inc.

Making Great Places for over 50 Years

535 West William St Suite 101
Ann Arbor, MI
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

Leah DuMouchel

From: Ray Watters <RWatters@citylp.com>
Sent: Monday, June 25, 2018 12:35 PM
To: Leah DuMouchel
Subject: RE: Request for Review: 3563 Fort St

Leah

The police department has no issues with the Tire Mall moving forward.

Chief R. Watters

From: Leah DuMouchel [mailto:ldumouchel@bria2.com]
Sent: Friday, June 22, 2018 4:17 PM
To: Fire Chief; Irenda Lockhart; Robert Wright; Ray Watters; Krystina Erdos; John Kozuh; jdhollandsworth@engineers.com
Subject: Request for Review: 3563 Fort St

Hello! The Lincoln Park Planning Commission requests your review of a site plan for a proposed Tire Mall at 3563 Fort St. The site plan is attached, and can also be downloaded here: [3563 Fort – Tire Mall Site Plan Application](#). If you prefer a hard copy, they are available at the Building Department. Please forward your comments to me by **Wednesday, June 27**. Thank you for all you do!

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June 27, 2018

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

**Re: The Tiremall Tire Shop
3563 Fort Street
City of Lincoln Park, MI
Hennessey Project 72104**

Dear Ms. DuMouchel:

Hennessey Engineers, Inc., completed our first review of the Preliminary Plan based on the plan submittal date of June 6, 2018, and received via email from you.

The proposed development is a conversion of an existing commercial development to a new tire shop. The water and sewer services are existing and will be reused.

Listed below are some comments which should be addressed in the Preliminary Plan approval but would not be grounds for a reason for denial from an engineering feasibility standpoint:

GENERAL

1. Overall the parking lot ranges from fair heading on poor condition with a lot of spider cracking. There is an area near the entrance doors, in the parking area that should be patched immediately. I have attached photos of the ponding water. It is holding water and will be a slipping hazard. There was some patchwork done on the parking lot but I am concerned about all of the spider cracks. If these items do not get addressed in the very near future the parking lot it will need to be completely reconstructed within a couple years. I would highly recommend that they have an asphalt contractor immediately give them some recommendations, otherwise it will be too late and they will need a complete reconstruction which could trigger detention and it will cost them a lot of money. The contractor may tell them it can be milled and capped right now and save \$10s of thousands of dollars in the near future. The City is cracking down on city wide parking lots that need repairs. If the parking lots are in poor condition they will be sited for blight.
2. The drive approach is low and holding water. This could be a safety hazard. The water in the approach could freeze causing a vehicle to slide into traffic on Fort Street or someone could slip and fall. The drive approach should be replaced. I have attached photos of the drive approach and ponding water.
3. There was ponding water and broken sidewalk on the southern end of the property. This is a safety hazard and needs to be replaced. I have attached photos of the sidewalk and the ponding water. In this same area between the sidewalk and the curb, the asphalt has sever spider cracking. This should be replaced due to its condition and it may also be causing the water to pond on the sidewalk.

4. There are also several pieces of broken sidewalk around the property that is unsafe and in need of repair.
5. Based on the site plan submitted, all existing utilities and leads are being reused. It is important that the developer realize these existing utilities are very old and may have reached their life expectancy. It is our strong recommendation for the developer to at least videotape the existing sewer lead to determine its condition prior to performing any new renovation on the building. If the service lead needs to be replaced, the installation of the new service will need to be inspected by our office. The developer should verify with the City the existing sanitary service type and size. If it is undersized for the proposed building use it must be replaced. The developer's engineer or architect shall determine the sanitary service lead capacity.
6. The developer should verify with the City the existing water service type and size. If it is a lead service or if the service is undersized for the proposed building use, it should be replaced. The developer's engineer or architect shall determine the water service lead capacity.
7. There isn't any proposed parking lot improvement shown on the plans however, the existing parking lot shows some signs of cracking and separation. The concrete sidewalks must be brought up to City Standards. Any broken or cracked sidewalks in the Fort Street Right of Way and onsite must be repaired.
8. The water shutoff on the north side of the building needs to be lowered.
9. All of the plan sheets MUST be sealed and the cover sheet MUST be signed and sealed by a professional engineer, surveyor or architect licensed in Michigan.

If the site plan meets all other Planning Commission requirements the Planning Commission could approved the Preliminary Plan contingent upon them being submitted signed and sealed by a professional engineer, surveyor or architect licensed in Michigan. 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. If there will not be any utility or other site improvements we will not need to perform a detailed engineering review.

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, P.E., Hennessey Engineers, Inc.
Ryan Kern, P.E., Hennessey Engineers, Inc.
B.3

The Tire Mall Review Letter 6-27-18







**PROJECT:
TIREMALL TIRE SHOP**

**LOCATION:
3563 FORT ST
LINCOLN PARK, MI**

PROJECT:

TIREMALL

LOCATION:

3563 FORT ST
LINCOLN PARK, MI
48146

ARCHITECT/ENGINEER

SITE DATA

Drawing Index



835 MASON
DEARBORN, MI 48124
PH:(313)582-0022
FAX:(313)582-0028

OWNER/APPLICANT

SITE DATA :

GOVERNING CODE: MICHIGAN BUILDING CODE 2015 AND
CITY OF LINCOLN PARK ZONING ORDINANCE
USE GROUP: S: STORAGE
PROPOSED BUILDING USE: TIRE SHOP

AREA OF PROPERTY =15078 sq. ft. =0.34 ACRES
EXISTING BUILDING AREA (GROUND COVERS) = 3786 sq. ft.
AREA USAGE: 3786/15078 =0.25 =25% < 50%, MAX. ALLOWED

1- ZONING: MBD MUNICIPAL BUSINESS DISTRICT

2- BUILDING HEIGHT:
MAXIMUM =25'
EXISTING =18'-0"

3- LOT COVERAGE:
MAXIMUM = 50% EXISTING =25%

4- SETBACK REQUIREMENTS:
FRONT: REQUIRED: NONE EXISTING = 0'
SIDE: REQUIRED: NONE EXISTING: 3'/ 75'
REAR: REQUIRED: NONE EXISTING: 0'

5- PARKING REQUIREMENTS

2 SPACES PER SERVICE STALL PLUS 1 SPACE PER EACH EMPLOYEE , AND ONE SPACE FOR ,MANAGER/ OWNER
4 SERVICE STALL AVAILABLE NEEDS 4X2= 2 SPACES PLUS 2 SPACE PER EMPLOYEE, AND 1 FOE OWNER
8 + 1 +2 = 11 SPACES REQUIRED
12 SPACES PROPOSED INCLUDING 1 HANDICAPPED

6- LEGAL DESCRIPTION

KC1951A TO 1956A 2048A KD675A LOTS 1951 TO 1956 EXC THE WLY 17.11 FT THEREOF ALSO LOT 2048EXC THE WLY 17.11 FT THEREOF OF EMMONS ORCHARD SUBDN NO 2 L 41 P88 ALSO LOTS 675 AND 676 EXC THE WLY 17.11 THEREOF OF EMMONS ORCHARD SUBDN NO 1 L41 P81 EMMONS ORCHARD SUB NO. 2 PC 48 L41 P88 WCR

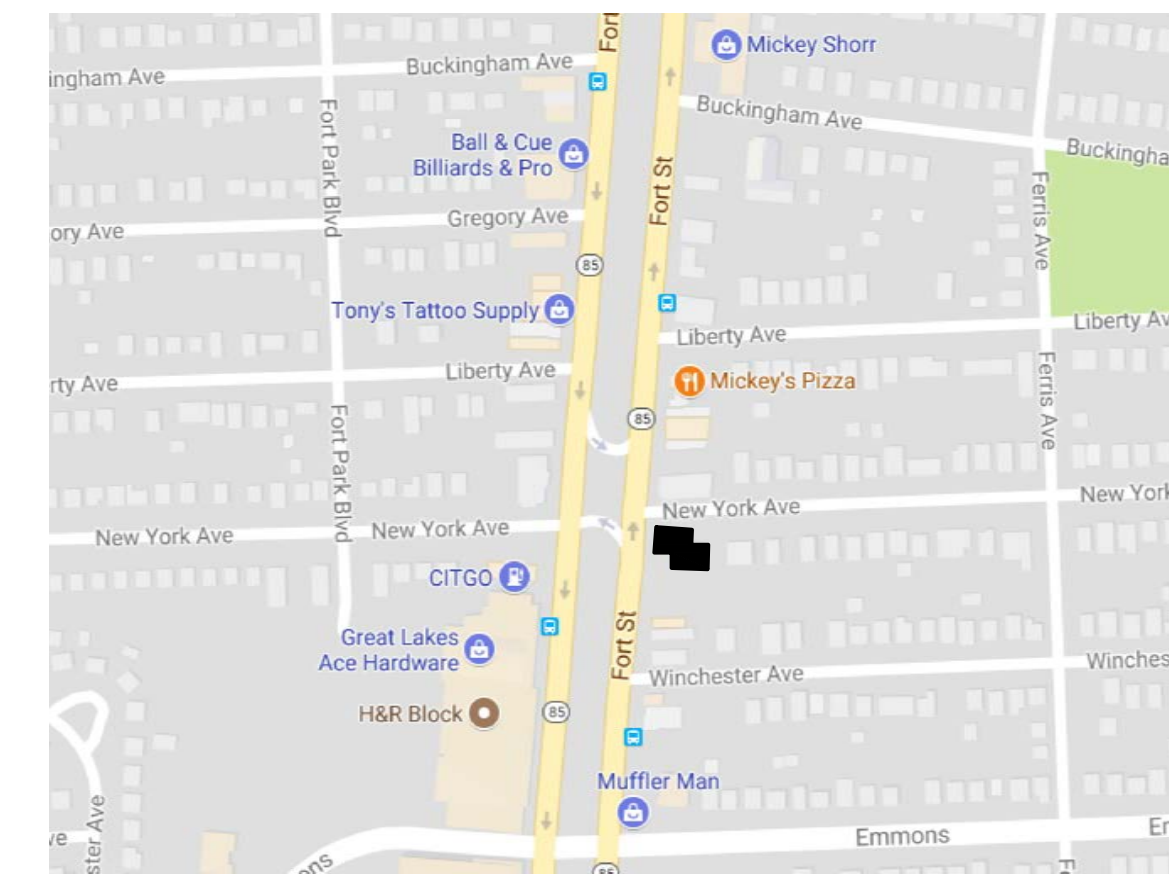
SHEET

TITLE

-	COVER SHEET
SP-1	SITE PLAN, LANDSCAPE PLAN, TOPOGRAPHIC SURVEY
A-1	FLOOR PLAN, ELEVATIONS

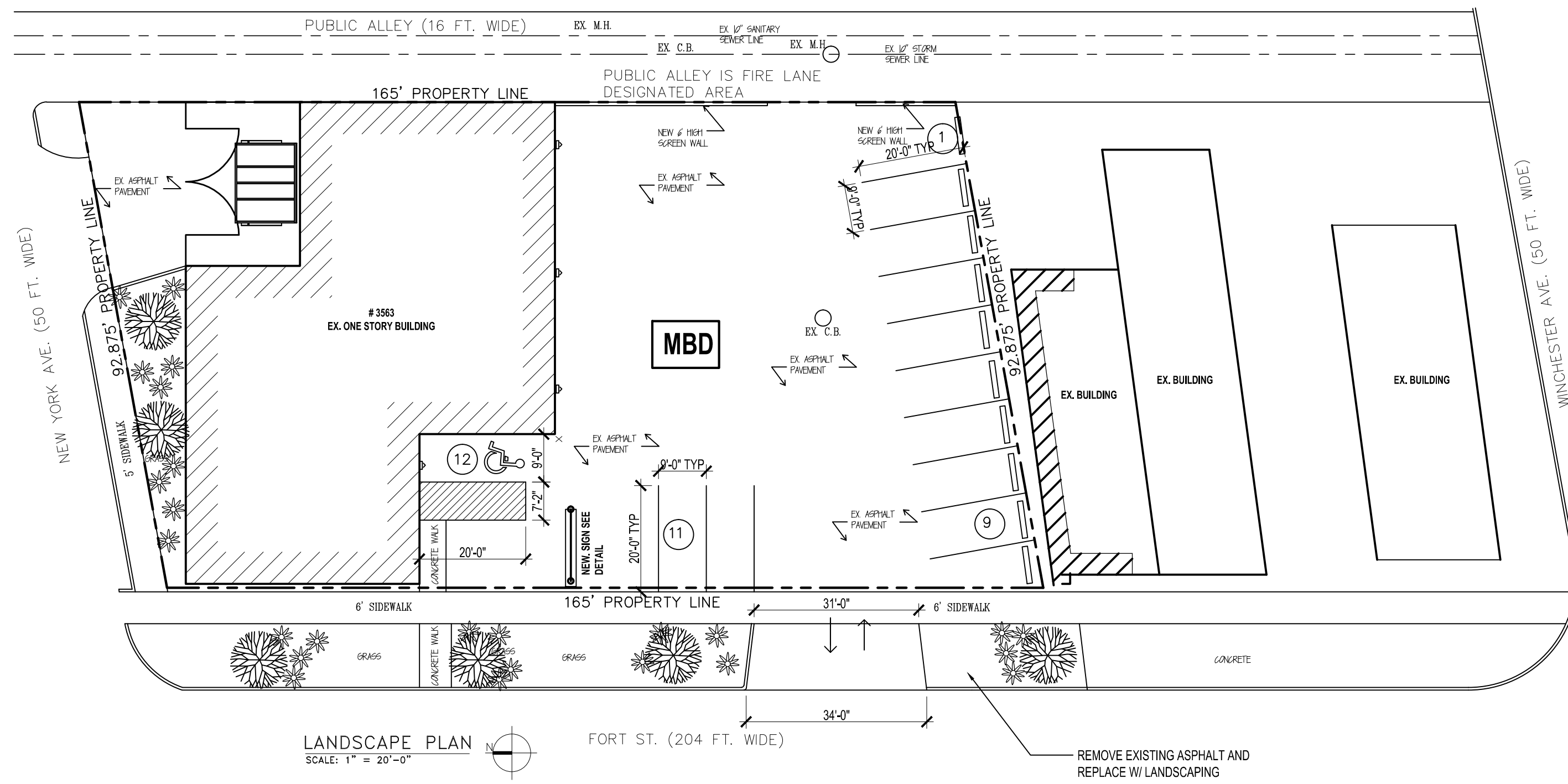
DATE: 06/06/18

COVER SHEET



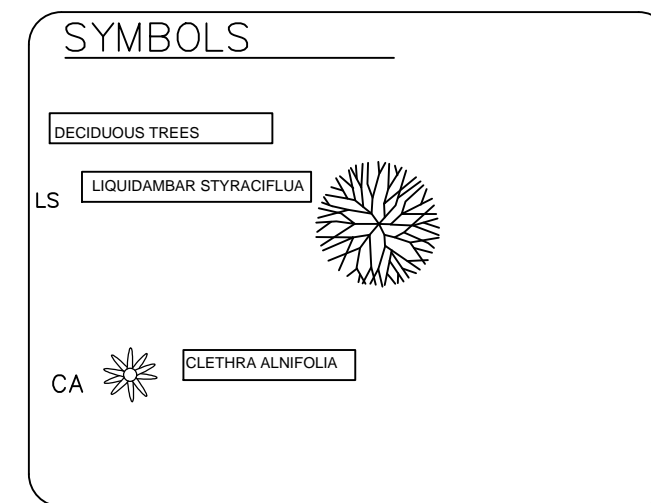
PROJECT:
TIRE SHOP

LOCATION:
3563 FORT ST.
LINCOLN PARK, MI 48146



PLANTING SCHEDULE

KEY	BOTANICAL/COMMON NAME	SIZE	ROOT	REMARKS	QUAN.
DECIDUOUS TREES					
LS	LIQUIDAMBAR STYRACIFLUA				6
TOTAL					6
SHRUBS					
CA	CLETHRA ALNIFOLIA				25
TOTAL					25



LANDSCAPE REQUIREMENTS:

- 1 GREENBELT LANDSCAPE
- 2 ALONG FORT
- 1 DECIDUOUS TREE PER 40 LINEAR FT. OF STREET FRONTAGE
- 165x40 = 4
- 4 SHRUBS PER 40 LINEAR FT. OF STREET FRONTAGE
- 165x40 = 16
- 2 ALONG NEW YORK
- 92.8x40 = 2
- 92.8x40 = 9

SITE DATA :

GOVERNING CODE: MICHIGAN BUILDING CODE 2015 AND CITY OF LINCOLN PARK ZONING ORDINANCE

USE GROUP: S: STORAGE

PROPOSED BUILDING USE: TIRE SHOP

AREA OF PROPERTY = 15078 sq. ft. = 0.34 ACRES

EXISTING BUILDING AREA (GROUND COVERS) = 3786 sq. ft.

AREA USAGE: 3786/15078 = 0.25 = 25% < 50%, MAX. ALLOWED

1- ZONING: MBD MUNICIPAL BUSINESS DISTRICT

2- BUILDING HEIGHT:

MAXIMUM = 25'
EXISTING = 18'-0"

3- LOT COVERAGE:

MAXIMUM = 50% EXISTING = 25%

4- SETBACK REQUIREMENTS:

FRONT: REQUIRED: NONE EXISTING = 0'
SIDE: REQUIRED: NONE EXISTING: 3' / 75'
REAR: REQUIRED: NONE EXISTING: 0'

5- PARKING REQUIREMENTS

2 SPACES PER SERVICE STALL PLUS 1 SPACE PER EACH EMPLOYEE, AND ONE SPACE FOR MANAGER/ OWNER

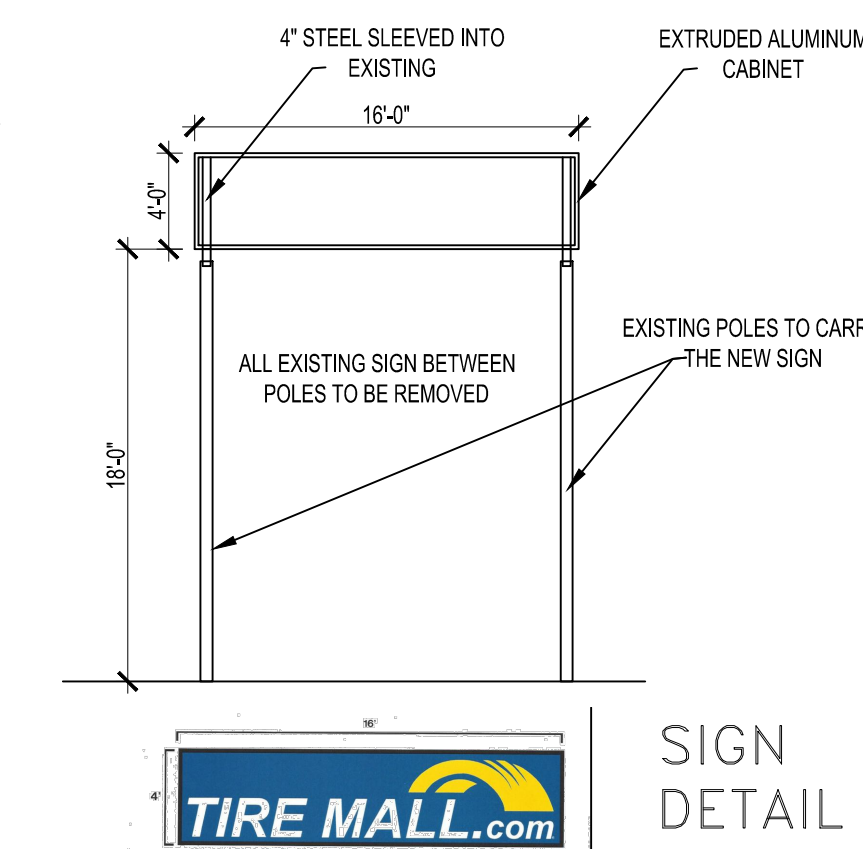
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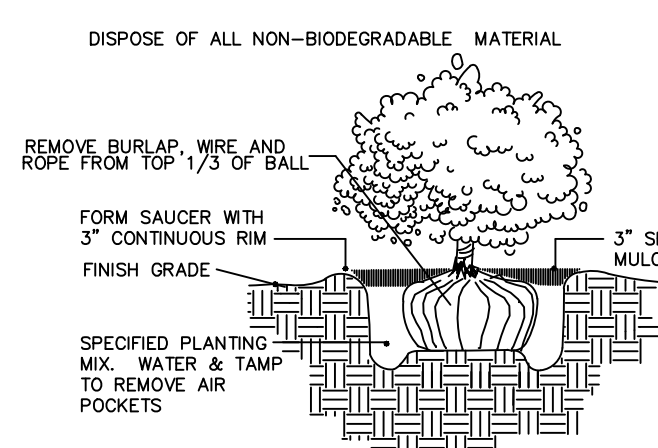
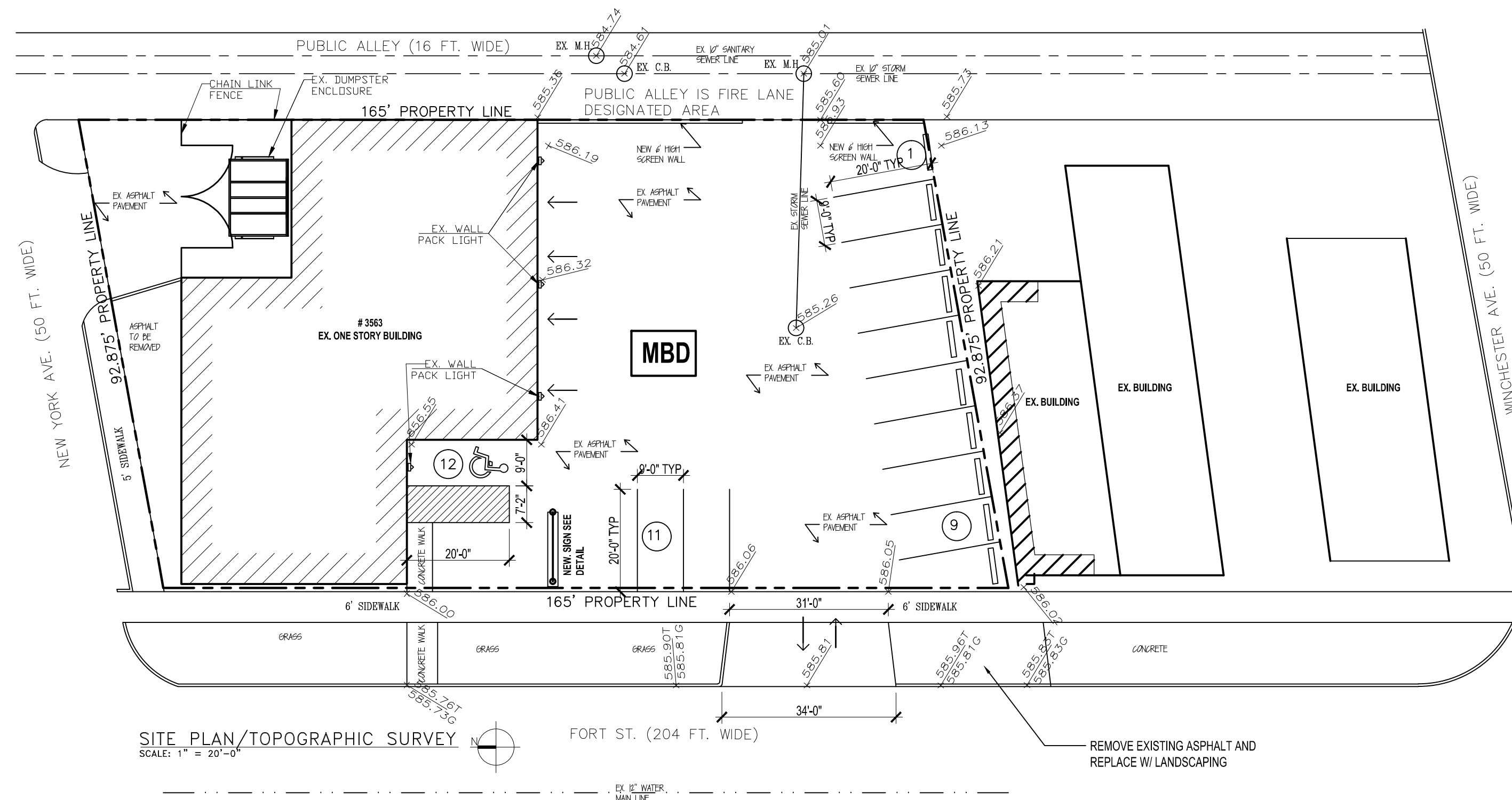


A & M CONSULTANTS

835 MASON ST.
SUITE B 290,
DEARBORN, MI 48126
PH:(313) 582-0022
FAX:(313) 582-0028

DRAWN BY:
EA, J.A

APPROVED BY:
ADNAN AL-SAATI



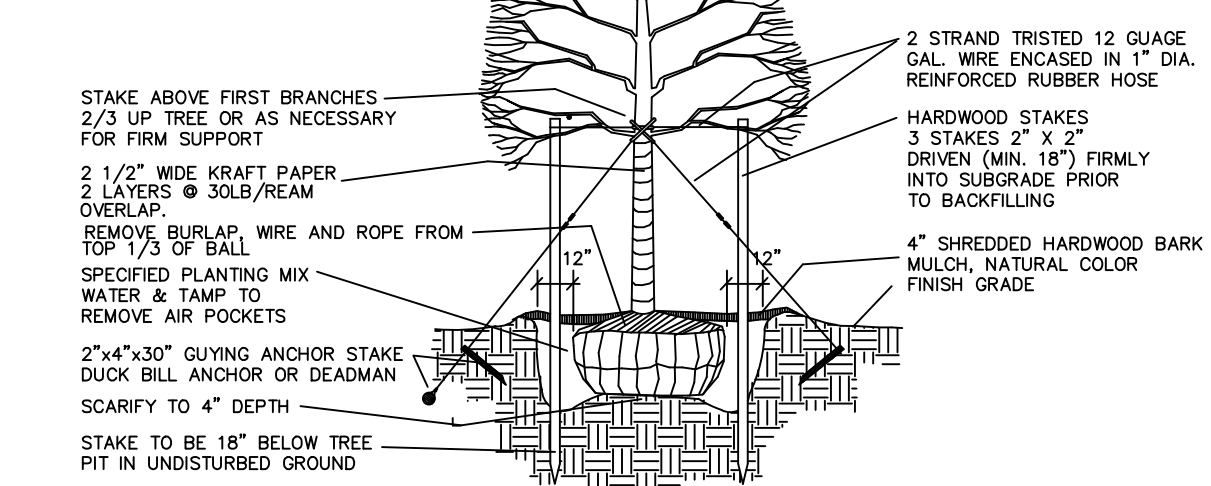
SHRUB PLANTING DETAIL

SCALE: NOT TO SCALE

DISPOSE OF ALL NON-BIODEGRADABLE MATERIAL

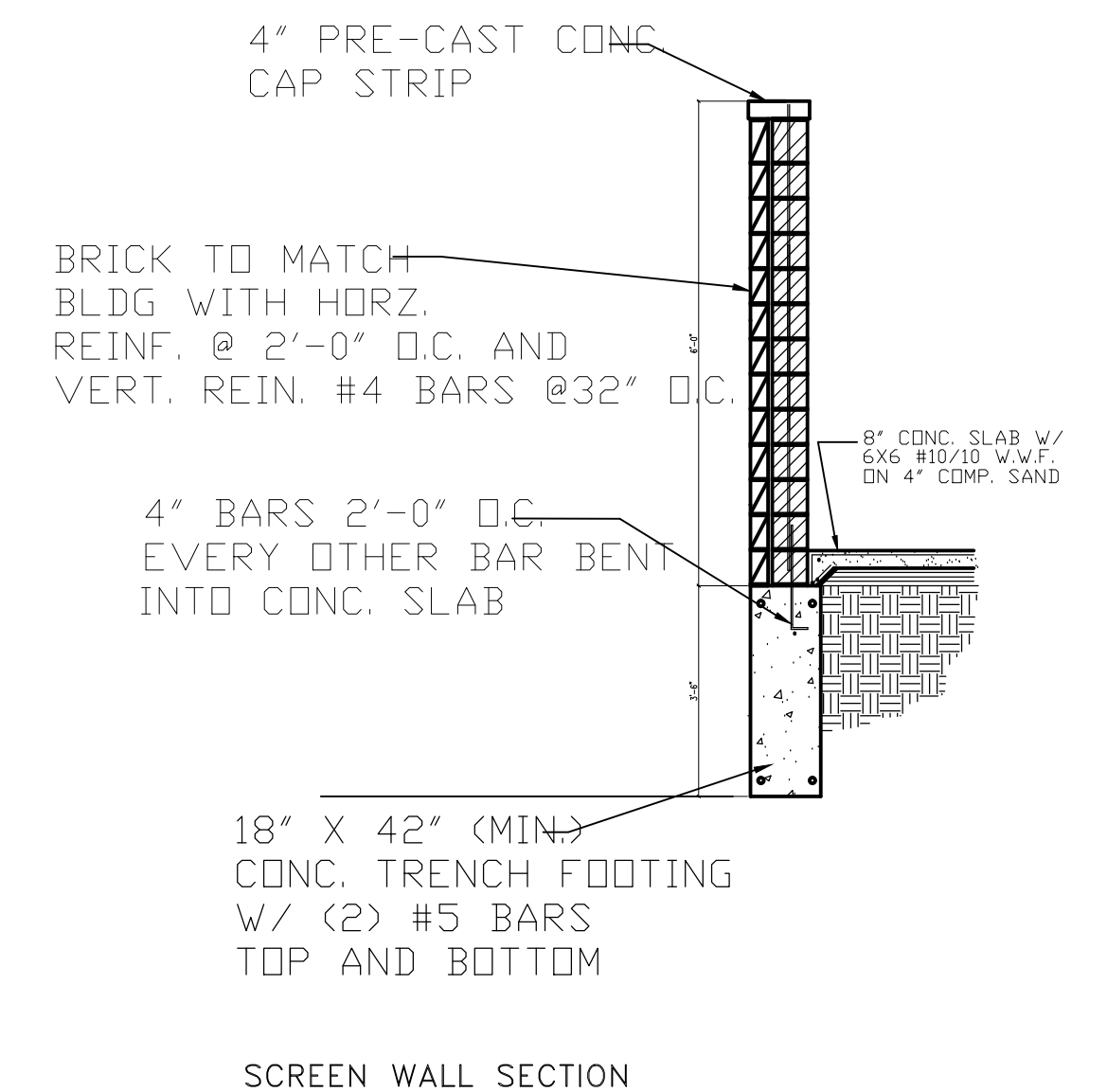
NEVER CUT LEADER

NOTE: STAKE TREES UNDER 3" CAL. GUY TREES 3" CAL. AND OVER



DECIDUOUS TREE PLANTING

SCALE: NOT TO SCALE



SCREEN WALL SECTION

SUBMITTALS

REVISIONS:
05/04/2018

PROJECT NO

DATE
06/06/18

SCALE
NOTED

SHEET TITLE

- SITE PLAN / TOPOGRAPHIC SURVEY
- LANDSCAPE PLAN

SP-1

SEAL

SITE DATA :

GOVERNING CODE: MICHIGAN BUILDING CODE 2015 AND CITY OF LINCOLN PARK ZONING ORDINANCE
 USE GROUP: S: STORAGE
 PROPOSED BUILDING USE: TIRE SHOP

AREA OF PROPERTY = 15078 sq. ft. = 0.34 ACRES
 EXISTING BUILDING AREA (GROUND COVERS) = 3786 sq. ft.
 AREA USAGE: 3786/15078 = 0.25 = 25% < 50%, MAX. ALLOWED

- 1- ZONING: **MBD** MUNICIPAL BUSINESS DISTRICT
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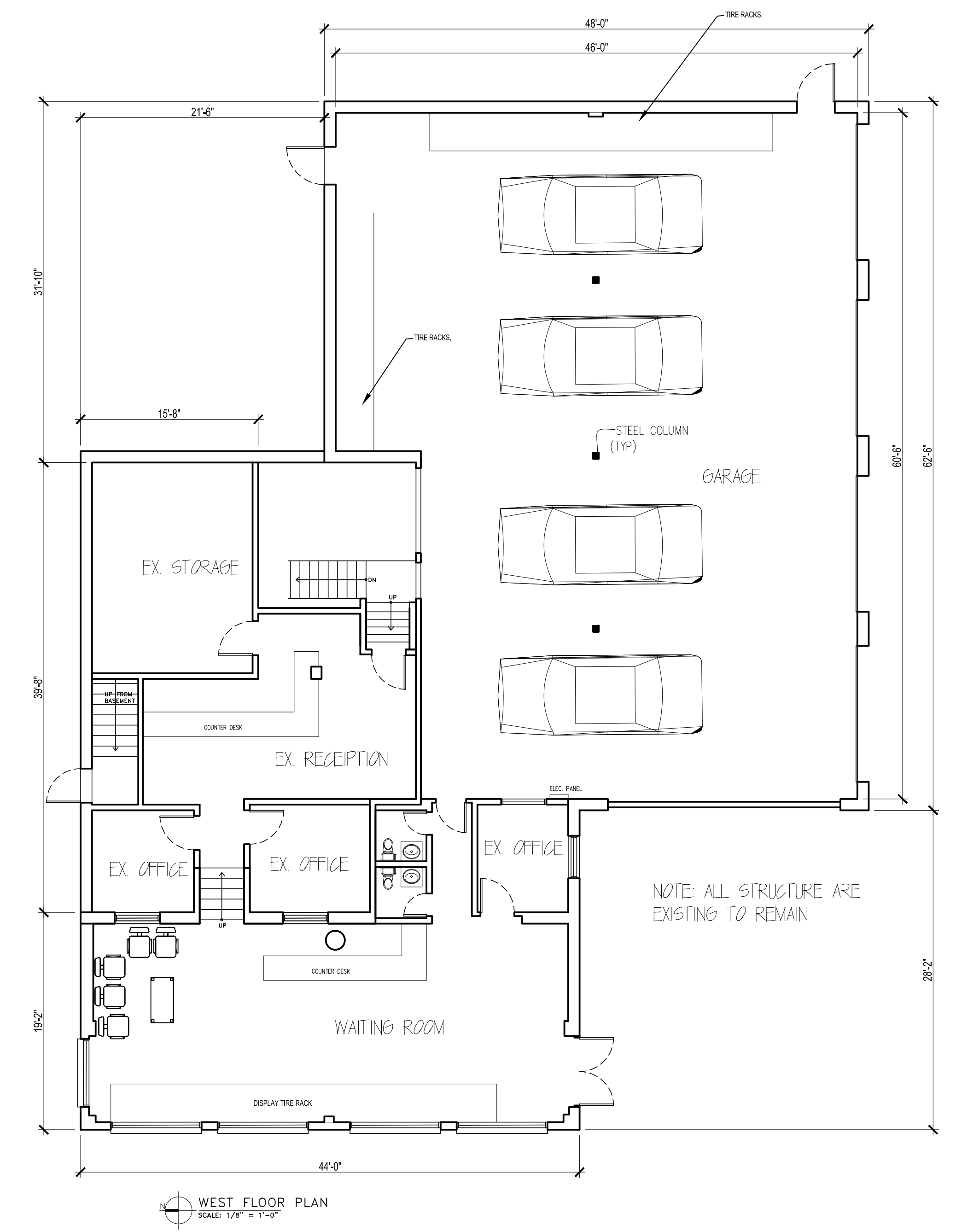
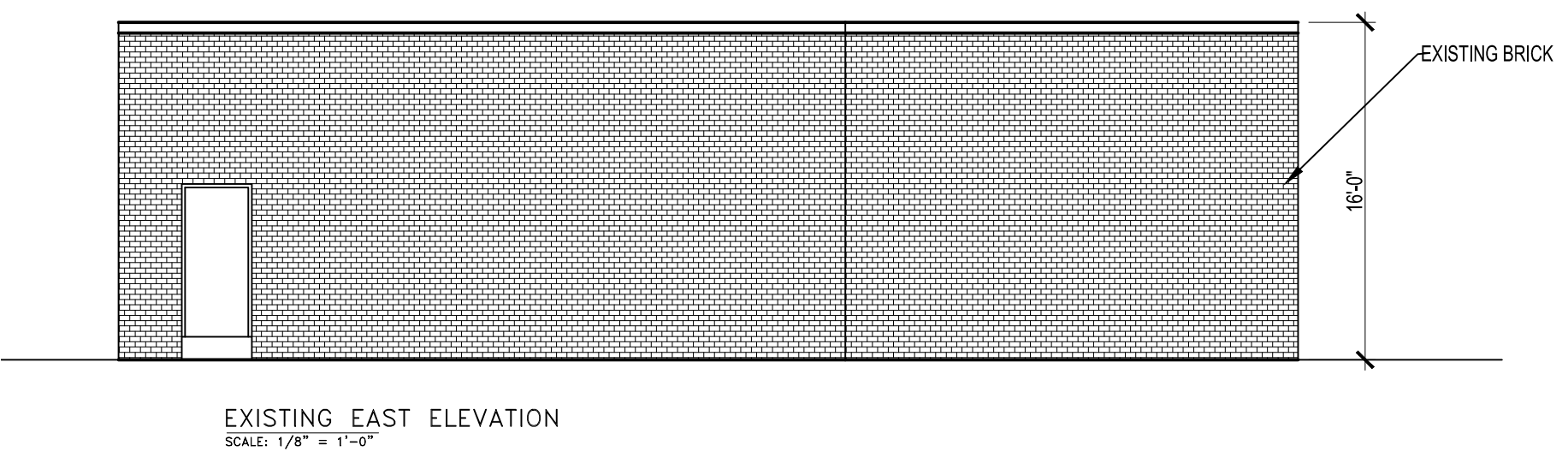
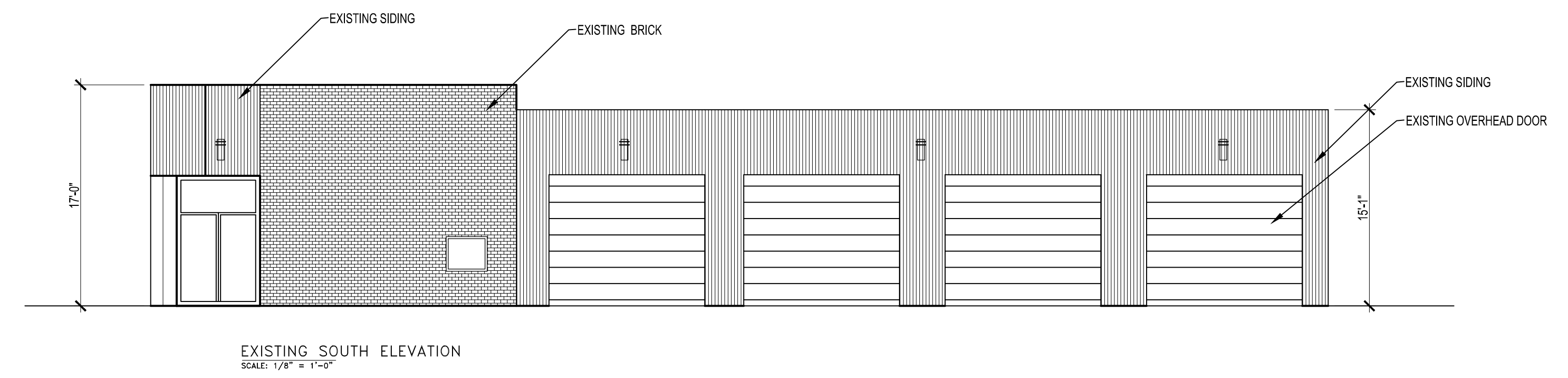
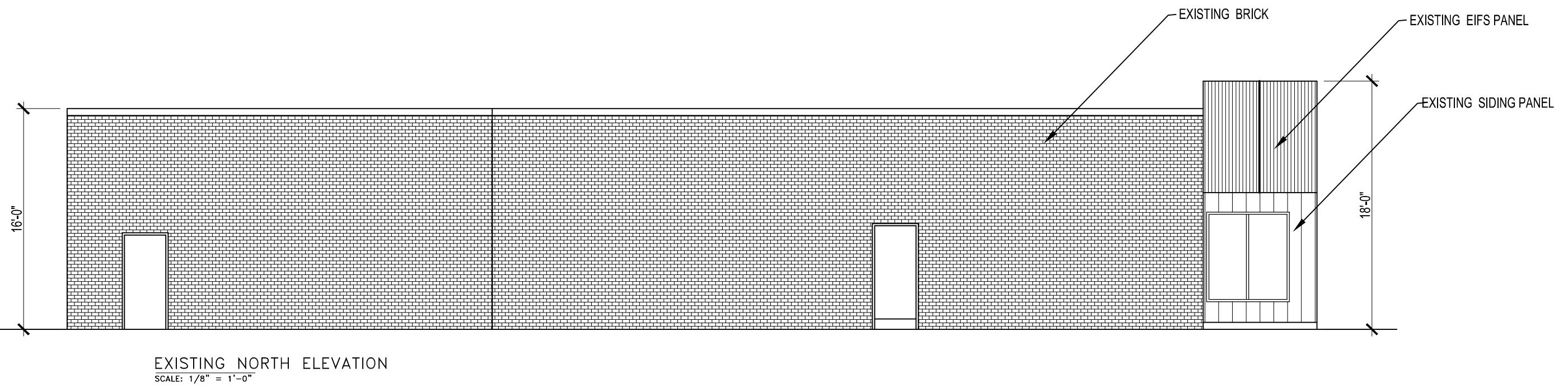
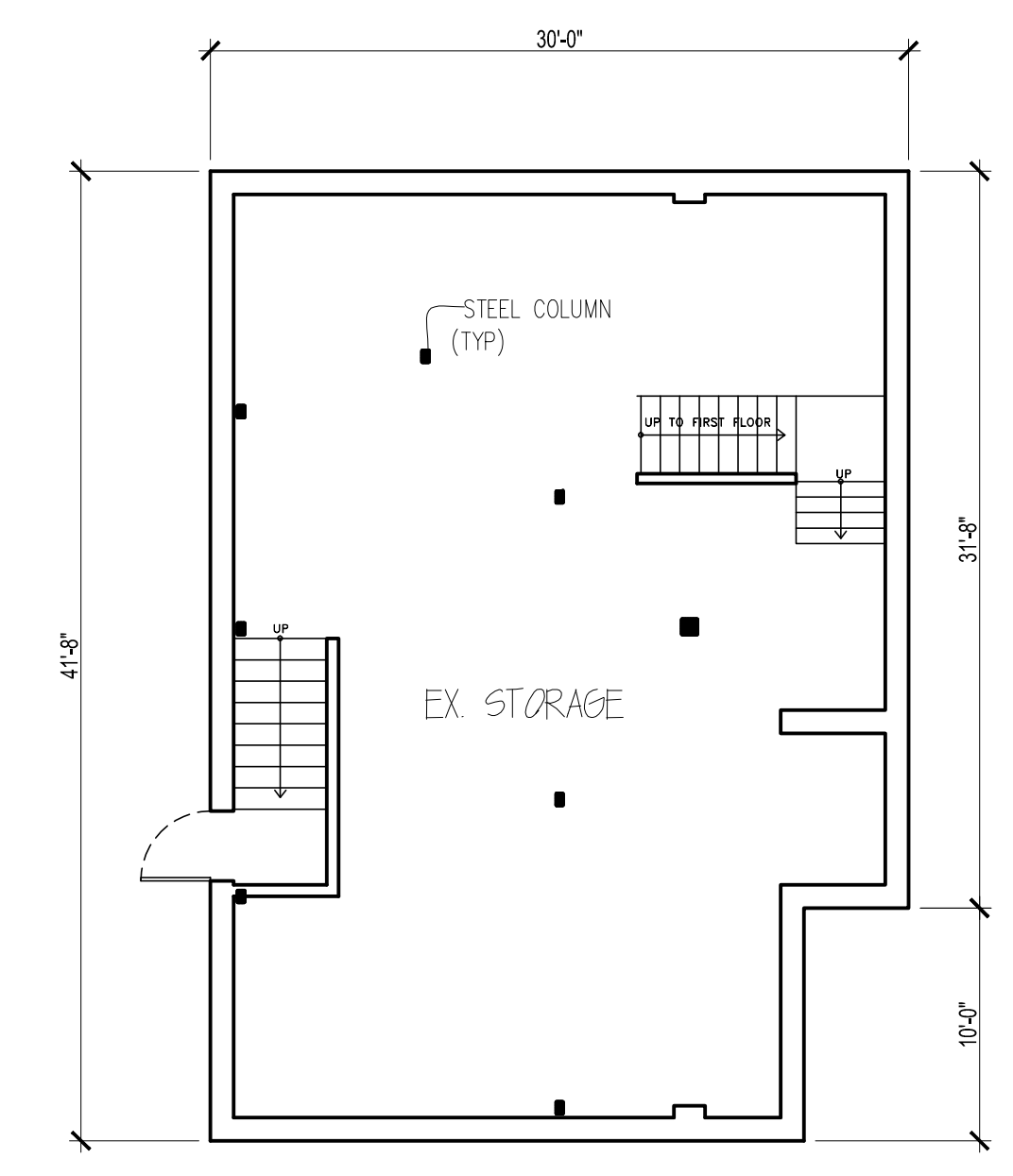
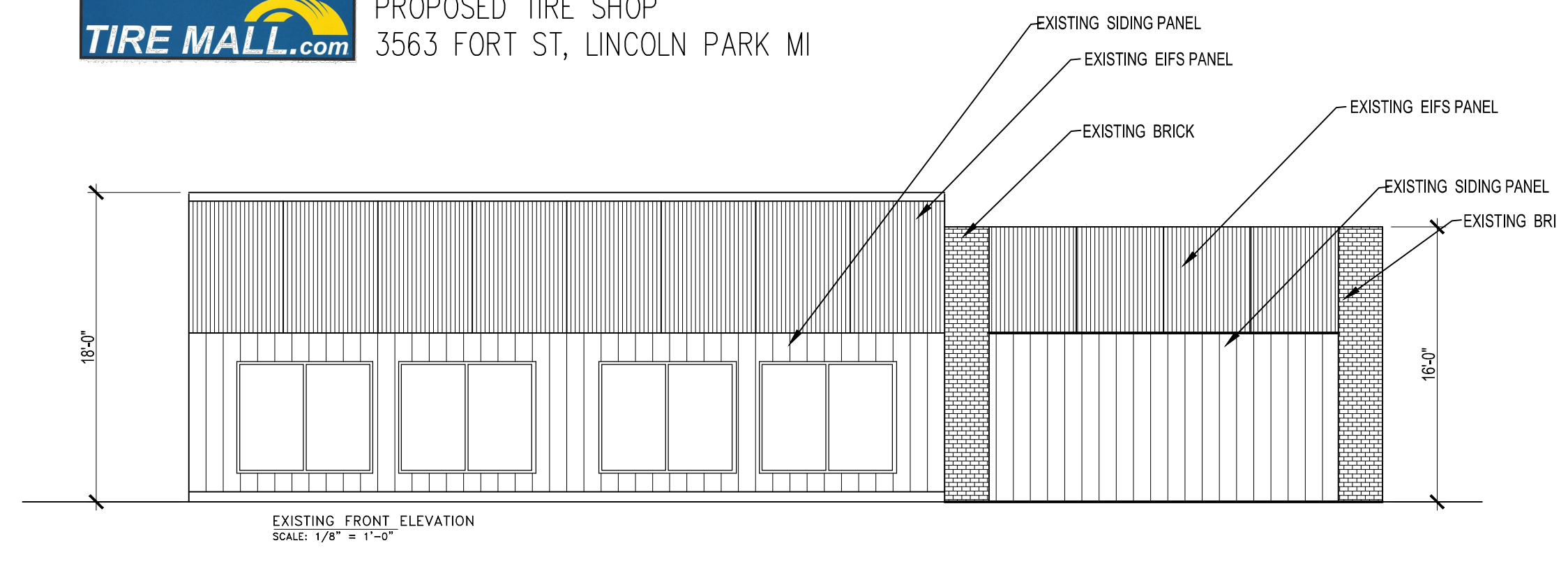
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TIRE MALL.com PROPOSED TIRE SHOP
 3563 FORT ST, LINCOLN PARK MI



PROJECT:
TIRE SHOP

LOCATION:
3563 FORT ST.
LINCOLN PARK, MI 48146

A & M CONSULTANTS

835 MASON ST.
SUITE B 290,
DEARBORN, MI 48126
PH:(313) 582-0022
FAX:(313) 582-0028

DRAWN BY:
EA, J.A

APPROVED BY:
ADNAN AL-SAATI

SUBMITTALS

REVISIONS:
05/04/2018

PROJECT NO

DATE
06/06/18
SCALE
NOTED

SHEET TITLE
ELEVATION,
FLOOR PLANS,

A-1

SEAL

From: Fernando Lopez
To: [Leah DuMouchel](mailto:Leah.DuMouchel)
Cc: jmeyers@citylp.com; [Laura Gray](mailto:Laura.Gray)
Subject: RE: 3563 Fort st
Date: Wednesday, June 20, 2018 6:07:19 PM

Ms. DuMouchel, this is my response for your questions 1 thru 3. Also you have mention needing the email for my Architect here it is [aboled@yahoo.com]

1. Upon approval, we will have the contract for people doing the job and pull Permits for the project within 8 business Days.
2. We're not stocking any chemicals over 25 gallons.
3. I'm working on this one for [[section 1294.14 of Zoning Code](#)] .

From: Leah DuMouchel [<mailto:ldumouchel@bria2.com>]
Sent: Tuesday, June 12, 2018 10:57 AM
To: Fernando Lopez <fernando@tiremall.com>
Cc: jmeyers@citylp.com; [Laura Gray <LGray@citylp.com>](mailto:Laura.Gray@citylp.com)
Subject: RE: 3563 Fort st

Hi, Fernando! I am just now completing the check-in of your submittal. Here are my comments:

1. Please provide a proposed schedule for the project.
2. Please provide a written listing of types and quantities of hazardous substances and polluting materials which will be used or stored on-site in quantities greater than 25 gallons per month, and the areas which will be used for their storage, use, loading/unloading, recycling, or disposal.
3. I am confirming to you that I did not receive any additional documentation from you which addresses the Planning Commission's considerations for permitting an Automotive Repair facility within 5,000 feet of another Automotive Repair facility (section 1294.14 of the Zoning Code).

There is sufficient information to put your project on the agenda for the July 11 meeting, but items #1 and #2 will need to be provided before an approval letter will be issued.

The City of Lincoln Park will now review your proposal and schedule a public hearing for July 11, with all required notification. Approximately one week before the meeting, the agenda packet will be released which contains the staff report evaluating your proposal.

Please do not hesitate to contact me with additional questions!

Leah DuMouchel, AICP
Senior Associate

Beckett&Raeder, Inc.
Making Great Places for over 50 Years
535 West William St Suite 101

Ann Arbor, MI
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

From: Fernando Lopez <fernando@tiremall.com>
Sent: Tuesday, June 12, 2018 10:44 AM
To: Leah DuMouchel <ldumouchel@bria2.com>
Cc: jmeyers@citylp.com
Subject: 3563 Fort st

Ms. DuMouchel,

Goodmorning, this past Saturday I forwarded you the Plans needed for 3563 Fort St. I was hoping we make it to the July Zoning Board meeting. Let me know ...THANKS

6/28/2018

Dear Lincoln Park
City Planning Commission

My name is Fernando Lopez. I purchased the former McCormack racing automotive repair facility located at 3563 Fort St, Lincoln Park Mi.

I obtained several inspection permits from:

Electrical Division	Feb 2018
Mechanical Division	12/12/17
Fire Inspection	3/16/18
Open roof	10/31/2017

No major repairs were needed, however in March 2018 the Bldg Dept informed me that my building is located in the "Downtown" Zoning District, and the zoning ordinance prohibits an auto repair service center to be within 5000 feet of similar occupancies. We were informed that a vehicle service center "Muffler Man" is located 3627 Fort approximately 500 feet away. We were unaware of this zoning regulation and we purchased this facility because it was previously a Vehicle Service Center for several years prior to our purchase. Unaware of this zoning regulation, we are respectfully requesting a dimensional variance from this 5000 feet distance requirement.

A recent inspection reveals the following services are offered at 3626 Fort "Muffler Man" shop:

Brakes	Air conditioning service
Oil changes	Light engine work
Suspension repairs	Truck services
Alignment service	Radiator repairs

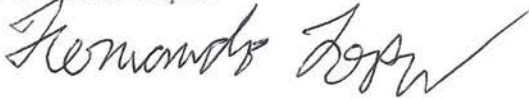
Originally it was our business plan to provide similar services. However giving the zoning ordinance regulation that requires a 5000 foot distance required for vehicle service center offering the same service we will stipulate the only services we will provide are:

Installation of tires and rims and accessory brakes and suspension services. Our primary serves will be tires and rims.

With this limited automotive service offered at 3563 Fort st. we are respectfully appealing for a variance approval.

Please feel free to contact me if you have any questions or concerns.

Fernando Lopez



cc Leah DuMouchel
John Meyers Building official

Case No. PPC18-0003
Date Submitted 3/21/18

City of Lincoln Park
APPLICATION FOR SPECIAL USE APPROVAL \$500.00

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: FERNANDO LOPEZ

Mailing Address: 3563 FORT ST, LINCOLN PARK 48146

Email Address: FERNANDO@TARBMAIL.COM

Telephone: 313-999-0224 Fax: 313-724-6266

Property Owner(s) (if different from Applicant): _____

Mailing Address: SAME AS ABOVE

Telephone: _____ Fax: _____

Applicant's Legal Interest in Property: OWNER

Location of Property: Street Address: 3563 FORT ST, LINCOLN PARK MI 48146

Nearest Cross Streets: NEW YORK ST & FORT ST

Sidwell Number: 45-012-08-1951-001

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.

LOT 1951, 1952, 1953, 1954, 1955, 1956, 204B, 675, 676
EMMONS ORCHARD SUBDIVISION NO.1

Property Size (Square Ft): 15,078 (Acres): 0.34

Present Use of Property: TIRE & AUTO REPAIR

Proposed Use of Property: TIRE & AUTO REPAIR

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 type="checkbox"/> NBD Neighborhood Business District | <input type="checkbox"/> LID Light Industrial District |
| <input checked="" type="checkbox"/> MBD Municipal Business District | <input type="checkbox"/> CSD Community Service District |
| <input type="checkbox"/> 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			
Attached Residential			
Office			
Commercial	1	3,786	4
Industrial			
Other			

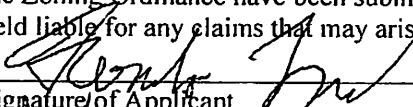
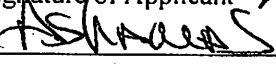
ATTACH THE FOLLOWING:

- 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.

Signature of Applicant 	Date <u>3-20-18</u>
Signature of Applicant 	Date <u>3-20-18</u>
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: _____

Case No. DPC18-0003

Date Submitted 3/21/18

City of Lincoln Park
APPLICATION FOR SITE PLAN REVIEW \$ 2250.00

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 second 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: FERNANDO LOPEZ

Mailing Address: 3563 FORT ST, LINCOLN PARK MI 48146

Email Address: FERNANDO@TIREMAIL.COM

Telephone: 313-999-0224

Fax: 313-724-6266

Property Owner(s) (if different from Applicant): _____

Mailing Address: _____

SAME AS ABOVE

Telephone: _____

Fax: _____

Applicant's Legal Interest in Property: _____

OWNER

Location of Property: Street Address: 3563 FORT ST, LINCOLN PARK MI 48146

Nearest Cross Streets: NEW YORK ST & FORT ST

Sidwell Number: 45-012-08-1951-001

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.

LOTS 1951, 1952, 1953, 1954, 1955, 1956, 2048, 675
676 EMMON'S ORCHARD SUBDIVISION No. 1

Property Size (Square Ft): 15,078

(Acres) 0.34

Existing Zoning (please check):

- SFRD Single Family Residential District
- MFRD Multiple Family Residential District
- MHRD Mobile Home Park District
- NBD Neighborhood Business District
- MBD Municipal Business District
- PUD Planned Unit Development District

- RBD Regional Business District
- CBD Central Business District
- GID General Industrial District
- LID Light Industrial District
- CSD Community Service District

Present Use of Property: TIRE & AUTO REPAIR

Proposed Use of Property: TIRE & AUTO REPAIR
ALIGNMENTS, SUSPENSION WORK, BRAKE WORK
SALES & REPAIR TIRES & RIMS. HOURS OF OPERATION
MON-SAT 8AM-6PM. FOUR EMPLOYEES, ONE COMPANY CAR.

Please Complete the Following Chart:

Type of Development	Number of Units	Gross Floor Area	Number of Employees on Largest Shift
Detached Single Family			
Attached Residential			
Office			
Commercial	<u>1</u>	<u>3,786</u>	<u>4</u>
Industrial			
Other			

Professionals Who Prepared Plans:

A. Name: ASM Consultants
 Mailing Address: 835 MASON ST SUITE: B290
Dearborn, MI 48124
 Email Address: aboted@yahoo.com
 Telephone: 313 582 0022 Fax: _____ Primary Design Responsibility: Architect, Engineer

B. Name: _____
 Mailing Address: _____
 Email Address: _____
 Telephone: _____ Fax: _____ 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:

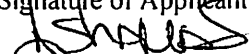
All information contained herein is true and accurate to the best of my knowledge. I acknowledge that the Planning Commission will not review my application unless all information required in this application and the Zoning Ordinance have been submitted. I further acknowledge that the City and its employees shall not be held liable for any claims that may arise as a result of acceptance, processing, or approval of this site plan application.



 Signature of Applicant

3-20-18

 Date



 Signature of Applicant

3-20-2018

 Date

 Signature of Property Owner Authorizing this Application

 Date

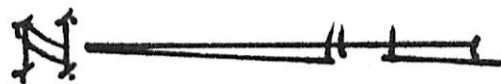
 Signature of Property Owner Authorizing this Application

 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: _____

NEW YORK AVE: 50' WD.
ASPHALT

Description: Lot 675 and 676, except the Westerly 17.11 feet thereof, deeded for widening of Fort Street. **EMMON'S ORCHARD SUBDIVISION No. 1**, as recorded in Liber 41, Page 81 of Plats, Wayne County Records, and Lots 1951 through 1956, inclusive, except the Westerly 17.11 feet thereof and Lot 2048, except the Westerly 17.11 feet thereof deeded for widening of Fort Street. **EMMON'S ORCHARD SUBDIVISION No. 2**, as recorded in Liber in 41, Page 88 of Plats, Wayne County Records.



MORTGAGE CERTIFICATE

We hereby certify to XXXXXXXXXXXXXXXXXXXX
a mortgage lender, and certify to all Title Insurance Companies for the purpose of a mortgage loan to be made by said lender to

Fernando Lopez and Adriana Shamas

that we have measured the property herein described: that there are located entirely thereon building(s) and improvement(s) and that said building(s) and improvement(s) are within the property lines and that there are no existing encroachments upon the land and property described, except as shown. **LEGAL DESCRIPTION PROVIDED BY OTHERS.**

*This mortgage certificate was prepared specifically for **IDENTIFICATION PURPOSES** for the sole use of the mortgage and Title Insurance Companies disclosed hereon. Nothing herein shall be construed to give any rights or benefits to the present or future land owners or occupants. This certificate is not intended nor represented to be a land boundary or property line survey and is not to be used to establish property lines, easements, public right-of-way, building lines, conformity or non-conformity to State, County or local ordinances and/or codes, etc. No boundary markers were set.

Job No 3-17-28 Scale: 1" = 30'

Date April 6, 2017

Final:

[Signature]

Property Transfer Affidavit

This form is issued under authority of P.A. 415 of 1994. Filing is mandatory.

This form must be filed whenever real estate or some types of personal property are transferred (even if you are not recording a deed). The completed Affidavit must be filed by the new owner with the assessor for the city or township where the property is located within 45 days of the transfer. The information on this form is NOT CONFIDENTIAL. 44-00160

1. Street Address of Property 3563 FORT ST., LINCOLN PARK, MI 48146		2. County WAYNE	3. Date of Transfer (or land contract signed) APRIL 21, 2017
4. Location of Real Estate (Check appropriate field and enter name in the space below.) <input type="checkbox"/> City <input type="checkbox"/> Township <input type="checkbox"/> Village CITY OF LINCOLN PARK		5. Purchase Price of Real Estate \$275,000.00	
7. Property Identification Number (PIN). If you don't have a PIN, attach legal description. PIN. This number ranges from 10 to 25 digits. It usually includes hyphens and sometimes includes letters. It is on the property tax bill and on the assessment notice. 45-012-08-1951-001		6. Seller's (Transferor) Name JOANNE E. SANOM	
		8. Buyer's (Transferee) Name and Mailing Address FERNANDO LOPEZ AND ADRIANA SHAMAS 3563 FORT ST. 22057 Beech Daly LINCOLN PARK, MI 48146	
		9. Buyer's (Transferee) Telephone Number Brownstown NJ NJ 48134	

Items 10 - 15 are optional. However, by completing them you may avoid further correspondence.

10. Type of Transfer: <u>Transfers</u> include, but are not limited to, deeds, land contracts, transfers involving trusts or wills, certain long-term leases and business interest. See page 2 for list. <input type="checkbox"/> Land Contract <input type="checkbox"/> Lease <input type="checkbox"/> Deed <input type="checkbox"/> Other (specify) _____			
11. Was property purchased from a financial institution? <input type="checkbox"/> Yes <input type="checkbox"/> No	12. Is the transfer between related persons? <input type="checkbox"/> Yes <input type="checkbox"/> No	13. Amount of Down Payment \$75,000.00	
14. If you financed the purchase, did you pay market rate of interest? <input type="checkbox"/> Yes <input type="checkbox"/> No		15. Amount Financed (Borrowed)	

EXEMPTIONS:

Certain types of transfers are exempt from uncapping. If you believe this transfer is exempt, indicate below the type of exemption you are claiming. If you claim an exemption, your assessor may request more information to support your claim.

- Transfer from one spouse to the other spouse
- Change in ownership solely to exclude or include a spouse
- Transfer between certain family members *(see page 2)
- Transfer of that portion of a property subject to a life lease or life estate (until the life lease or life estate expires)
- Transfer between certain family members of that portion of a property after the expiration or termination of a life estate or life lease related by transferor ** (see page 2)
- Transfer to effect the foreclosure or forfeiture of real property
- Transfer by redemption from a tax sale
- Transfer into a trust where the settlor or the settlor's spouse conveys property to the trust and is also the sole beneficiary of the trust
- Transfer resulting from a court order unless the order specifies a monetary payment
- Transfer creating or ending a joint tenancy if at least one person is an original owner of the property (or his/her spouse)
- Transfer to establish or release a security interest (collateral)
- Transfer of real estate through normal public trading of stock
- Transfer between entities under common control or among members of an affiliated group
- Transfer resulting from transactions that qualify as a tax-free reorganization under Section 368 of the Internal Revenue Code.
- Transfer of qualified agricultural property when the property remains qualified agricultural property and affidavit has been filed.
- Transfer of qualified forest property when the property remains qualified forest property and affidavit has been filed.
- Transfer of land with qualified conservation easement (land only - not improvements)
- Other, specify: _____

RECEIVED
APR 24 2017
CITY OF LINCOLN PARK
ASSESSOR'S OFFICE

CERTIFICATION

I certify that the information above is true and complete to the best of my knowledge.

Printed Name		Date
Signature 		4-21-17
Name and title, if signer is other than the owner	Daytime Phone Number	E-mail Address

LAND CONTRACT

MICHIGAN TITLE INSURANCE AGENCY, INC.

File Number: 44-00160

<p><i>Parties</i></p>	<p>THIS CONTRACT, made April 21, 2017, between JOANNE E. SANOM , A SINGLE WOMAN, BY ALBERT C. SANOM, HER ATTORNEY IN FACT, WHOSE POWER OF ATTORNEY IS RECORDED IN LIBER _____, PAGE _____, WAYNE COUNTY RECORDS hereinafter referred to as the "Seller" , whose address is C/O Al Sanom, 2880 Robina Ave., Berkley, MI, 48072, and FERNANDO LOPEZ , A SINGLE MAN AND ADRIANA SHAMAS , A MARRIED WOMAN, TENANTS IN COMMON, hereinafter referred to as the "Purchaser", whose address is 22057 Beech Daly, Brownstown, MI 48134,</p> <p>Witnesseth: 1. THE SELLER AGREES AS FOLLOWS:</p>
<p><i>Description of Premises</i></p>	<p>(a) To sell and convey to the Purchaser land in the CITY OF LINCOLN PARK, COUNTY OF WAYNE, State of Michigan, is described as follows:</p> <p>Lot 675 and 676, except the Westerly 17.11 feet thereof, deeded for widening of Fort Street. Emmon's Orchard Subdivision No. 1, as recorded in Liber 41, Page 81 of Plats, Wayne County Records, and Lots 1951 through 1956, inclusive, except the Westerly 17.11 feet thereof and Lot 2048, except the Westerly 17.11 feet thereof deeded for widening of Fort Street. Emmon's Orchard Subdivision No. 2, as recorded in Liber 41, Page 88 of Plats, Wayne County Records.</p> <p>Tax Identification Number(s): 45-012-08-1951-001 (FOR INFORMATIONAL PURPOSES ONLY, THE TAX LEGAL IS ASSESSED AS FOLLOWS: LOTS 1951 TO 1956 INCL EXC THE WLY 17.11 FT THEREOF ALSO LOT 2048 EXC THE WLY 17.11 FT THEREOF OF EMMONS ORCHARD SUBDN NO 2 L 41 P88 ALSO LOTS 675 AND 676 EXC THE WLY 17.11 THEREOF OF EMMONS ORCHARD SUBDN NO 1 L41 P81 EMMONS ORCHARD SUB NO. 2 PC 48 L41 P88 WCR)</p> <p>Property Address: 3563 FORT ST., LINCOLN PARK, MI 48146 This property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan right to farm act. The Grantor grants to the Grantee the right to make _____ division(s) under Section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967. together with all tenements, hereditaments, improvements and appurtenances, including all lighting fixtures, plumbing fixtures, shades, Venetian blinds, curtain rods, storm windows, storm doors, screens, awnings, if any, and any bill of sale items if applicable now on the premises, and subject to all applicable building and use restrictions, and easements, if any, affecting the premises.</p>
<p><i>Terms of Payment</i></p>	<p>(b) That consideration for the sale of the above described, to the Purchaser, is: TWO HUNDRED SEVENTY FIVE THOUSAND AND 00/100 DOLLARS (\$275,000.00) of which the sum of: SEVENTY FIVE THOUSAND AND 00/100 DOLLARS (\$75,000.00) has heretofore been paid to the Seller, the receipt of which is hereby acknowledged, and the balance of: TWO HUNDRED THOUSAND AND 00/100 DOLLARS (\$200,000.00) is to be paid to the Seller, with interest on any part thereof at any time unpaid at the rate of 6%, per annum while the Purchaser is not in default, and at the rate of 6% per annum when and as often as the Purchaser is in default. This balance of purchase money and interest shall be paid in monthly installments of: TWO THOUSAND TWO HUNDRED TWENTY AND 41/100 DOLLARS (\$2,220.41) each, or more at the Purchaser's option, on the day of each month, beginning MAY 21, 2017. Said payments to be applied first upon interest and the balance on principal; PROVIDED, the entire purchase money and interest shall be fully paid within 5 YEARS from the date hereof, anything herein to the contrary notwithstanding.</p>

<p><i>Seller's Duty to Convey</i></p>	<p>(c) Upon receiving payment in full of all sums owing herein, less the amount then due on any existing mortgage or mortgages, and the surrender of the duplicate of this contract, to execute and deliver to the Purchaser or the Purchaser's assigns, a good and sufficient Warranty Deed conveying title to said land, subject to aforesaid restrictions and easements and subject to any then existing mortgage or mortgages, and free from all other encumbrances, except such as may be herein set forth, and except such encumbrances as shall have accrued or attached since the date hereof through the acts or omissions of persons other than the Seller or his assigns.</p>
<p><i>To furnish Title Evidence</i></p>	<p>(d) To deliver to the Purchaser as evidence of title, at the Sellers option, either a Policy of Title Insurance or Abstract of Title, the effective date of the policy or certification date of Abstract to be approximately the date of this contract, and issued by Michigan Title Insurance Agency, Inc. and it's Underwriter. The Seller shall have the right to retain possession of this evidence of title during the life of this contract and upon demand, shall lend it to Purchaser upon the pledging of a reasonable security.</p>
<p><i>Purchaser's Duties</i></p>	<p>2. THE PURCHASER AGREES AS FOLLOWS:</p>
<p><i>To Pay Taxes and Keep Premises Insured</i></p>	<p>(a) To purchase said land and pay the Seller the sum aforesaid, with the interest thereon as above provided.</p> <p>(b) To use, maintain and occupy said premises in accordance with any and all restrictions thereon.</p> <p>(c) To keep the premises in accordance with all police, sanitary and other regulations imposed by any governmental authority.</p> <p>(d) To pay all taxes and assessments hereafter levied on said premises before any penalty for non-payment attaches thereto, and submit receipts to Seller upon request, as evidence of payment thereof; also at all times to keep the buildings now or hereafter on the premises insured against loss and damage, in manner and to an amount approved by the Seller, and to deliver the policies as issued to the Seller with the premiums fully paid.</p>
<p><i>Alternate Payment Method</i></p>	<p>If the amount of the estimated monthly cost of Taxes, Assessments and Insurance is inserted in the following Paragraph 2 (e), then the method of the payment of these items as therein indicated shall be adopted. If this amount is not inserted, then Paragraph 2 (e) shall be of no effect and the method of payment provided in the preceding Paragraph 2 (d) shall be effective.</p>
<p><i>Insert amount, if advance monthly installment method of taxes and insurance is to be adopted</i></p>	<p>(e) To pay monthly in addition to the monthly payments herein before stipulated, the sum of (), which is an estimate of the monthly cost of the taxes, assessments and insurance premiums for said premises, which shall be credited by the Seller on the unpaid principal balance due on the contract. If the Purchaser is not in default under the terms of this contract, the Seller shall pay for the Purchaser's account, the taxes, assessments and insurance premiums mentioned in Paragraph 2 (d) above when due and before any penalty attaches, and submit the receipts therefor to the Purchaser upon demand. The amounts so paid shall be added to the principal balance of this contract. The amount of the estimated monthly payment, under this paragraph, may be adjusted from time to time so that the amount received shall approximate the total sum required annually for taxes, assessments and insurance. This adjustment shall be made on demand of either of the parties and any deficiencies shall be paid by the Purchaser upon the Seller's demand.</p>
<p><i>Acceptance of Title and Premises</i></p>	<p>(f) That he has examined a Title Insurance Policy covering the above described premises, and is satisfied with the marketability of the title shown thereby, and has examined the above described premises and is satisfied with the physical condition of any structures thereon.</p>
<p><i>Maintenance of Premises</i></p>	<p>(g) To keep and maintain the premises and the buildings thereon in as good condition as they are at the date hereof and not to commit waste, remove or demolish any improvements thereon, or otherwise diminish the value of the Seller's security, without the written consent of the Seller.</p>

3. THE SELLER AND PURCHASER MUTUALLY AGREE AS FOLLOWS:

Mortgage by Seller

(a) That the Seller may, at any time during the continuance of this contract encumber said land by mortgage or mortgages to secure not more than the unpaid balance of this contract at the time such mortgage or mortgages are executed. Such mortgage or mortgages shall be payable in not less than three (3) years from date of execution thereof and shall provide for payment of principal and interest in monthly installments which do not exceed such installments provided for in this contract; or on such other terms as may be agreed upon by the Seller and Purchaser, and shall be a first lien upon the land superior to the rights of the Purchaser herein; provided notice of execution of said mortgage or mortgages containing the name and address of the mortgagee or his agent, the amount of such mortgage or mortgages, the rate of interest and maturity of the principal and interest shall be sent to the Purchaser by registered mail promptly after execution thereof. Purchaser will, on demand, execute any instruments demanded by the seller, necessary or requisite to subordinate the rights of the Purchaser hereunder to the lien of any such mortgage or mortgages. In event said Purchaser shall refuse to execute any instruments demanded by said Seller and shall refuse to accept such registered mail hereinbefore provided, or said registered mail shall be returned unclaimed, then the Seller may post such notice in two conspicuous places on said premises, and upon making affidavit duly sworn to such posting, this proceeding shall operate the same as if said Purchaser had consented to the execution of said mortgage or mortgages, and the Purchaser's rights shall be subordinate to said mortgage or mortgages as hereinbefore provided. The consent obtained, or subordination as otherwise herein provided, under or by virtue of the foregoing power, shall extend to any and all renewals or extensions or amendments of said mortgage or mortgages, after Seller has given notice to the Purchaser as above provided for giving notice of the execution of said mortgage or mortgages.

Encumbrances on Seller's Title

(b) That if the Seller's interest be that of land contract, or now or hereafter be encumbered by mortgage, the Seller shall meet the payments of principal and interest thereon as they mature and produce evidence thereof to the Purchaser on demand, and in default of the Seller said Purchaser may pay the same. Such payments by Purchaser shall be credited on the sums matured or first maturing hereon, with interest at seven percent, per annum on payments so made. If proceedings are commenced to recover possession or to enforce the payment of such contract or mortgage because of the Seller's default, the Purchaser may at any time thereafter, while such proceedings are pending, encumber said land by mortgage, securing such sum as can be obtained, upon such terms as may be required, and with the proceeds pay and discharge such mortgage, or purchase money lien. Any mortgage so given shall be the first lien upon the land superior to the rights of the Seller therein, and thereafter the Purchaser shall pay the principal and interest on such mortgage so given as they mature, which payments shall be credited on the sums matured on first maturing hereon. When the sum owing hereon is reduced to the amount owing upon such contract or mortgage or owing on any mortgage executed under either of the powers in this contract contained, a conveyance shall be made in the form above provided containing a covenant by the grantee to assume and agree to pay the same.

Non-Payment of Taxes or Insurance

(c) That if default is made by the Purchaser in the payment of any taxes, assessments or insurance premiums, or in the payment of the sums provided in Paragraph 2 (e), or in the delivery of any policy as hereinbefore provided, the Seller may pay such taxes or premiums or procure such insurance and pay the premium or premiums thereon, and any sum or sums so paid shall be a further lien on the land and premises, payable by the Purchaser to the seller forthwith with interest at the rate of 6% per annum.

Assignment by Purchaser

(d) No assignment or conveyance by the Purchaser shall create any liability whatsoever against the Seller until a duplicate thereof, duly witnessed and acknowledged, together with the residence address of such assignee, shall be delivered to the Seller. Purchaser's liability hereunder shall not be released or affected in any way by delivery of such assignment, or by Seller's endorsement of receipt and/or acceptance thereon.

Possession

(e) The Purchaser shall have the right to possession of the premises from and after the date hereof, unless otherwise herein provided, and be entitled to retain possession thereof only so long as there is no default on his part in carrying out the terms and conditions hereof. In the event the premises hereinabove described are vacant or unimproved, the Purchaser shall be deemed to be in constructive possession only, which possessory right shall cease and terminate after service of a notice of forfeiture of this contract. Erection of signs by Purchaser on vacant or unimproved property shall not constitute actual possession by him.

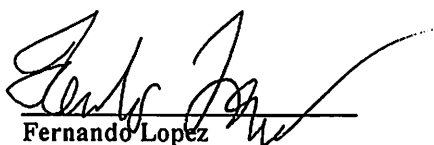
Right to Forfeit

(f) If the Purchaser shall fail to perform this contract or any part thereof, the Seller immediately after such default shall have the right to declare the same forfeited and void, and retain whatever may have been paid hereon, and all improvements that may have been made upon the premises, together with additions and accretions thereto, and consider and treat the Purchaser as his tenant holding over without permission and may take immediate possession of the premises, and the Purchaser and each and every other occupant remove and put out. In all cases where a notice of forfeiture is relied upon by the Seller to terminate rights hereunder, such notice shall specify all unpaid moneys and other breaches of this contract and shall declare forfeiture of this contract effective in fifteen days after service unless such money is paid and any other breaches of this contract are cured within that time.

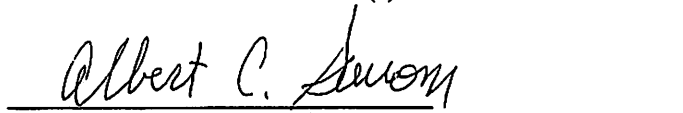
<i>Acceleration Clause</i>	(g) If default is made by the Purchaser and such default continues for a period of forty-five days or more, and the Seller desires to foreclose this contract in equity, then the Seller shall have at his option the right to declare the entire unpaid balance hereunder to be due and payable forthwith, notwithstanding anything herein contained to the contrary.
<i>Notice to Purchaser</i>	(h) Time shall be deemed to be of the essence of this contract. (i) The individual parties hereto represent themselves to be of full age, and the corporate parties hereto represent themselves to be valid existing corporations with their charters in full effect. (j) Any declarations, notices or papers necessary or proper to terminate, accelerate or enforce this contract shall be presumed conclusively to have been served upon the Purchaser if such instrument is enclosed in an envelope with postage fully prepaid, if said envelope is addressed to the Purchaser at the address set forth in the heading of this contract or at the latest other address which may have been specified by the Purchaser and received for in writing by the Seller, and if said envelope is deposited in a United States Post Office Box.
<i>Additional Clauses</i>	***SEE ATTACHED FOR ADDITIONAL CLAUSES*** The pronouns and relative words herein used are written in the masculine and singular only. If more than one join in the execution hereof as Seller or Purchaser, or either be of the feminine sex or a corporation, such words shall be read as if written in plural, feminine or neuter, respectively. The covenants herein shall bind the heirs, devisees, legatees, assigns and successors of the respective parties.

Purchaser(s):

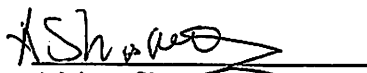
Seller(s):



 Fernando Lopez



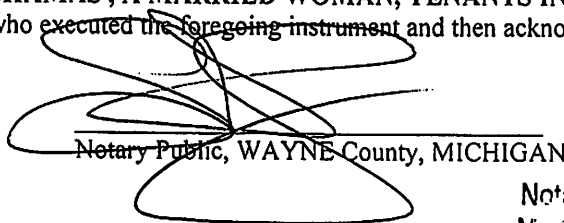
 Joanne E. Sanom By Albert C. Sanom,
 Attorney In Fact, Whose Power of Attorney is Recorded in Liber _____,
 Page _____, Wayne County Records.



 Adriana Shamas

STATE OF MICHIGAN
 COUNTY OF WAYNE

On this 04/21/2017, before me, a Notary Public in and for said County, personally appeared JOANNE E. SANOM , A SINGLE WOMAN, BY ALBERT C. SANOM, HER ATTORNEY IN FACT, WHOSE POWER OF ATTORNEY IS RECORDED IN LIBER _____, PAGE _____, WAYNE COUNTY RECORDS AND FERNANDO LOPEZ , A SINGLE MAN AND ADRIANA SHAMAS , A MARRIED WOMAN, TENANTS IN COMMON, to me known to be the same person s described in and who executed the foregoing instrument and then acknowledged the same to be their free act and deed.



 Notary Public, WAYNE County, MICHIGAN

STACEY D. COURY
 Notary Public, Wayne County, MI
 My Commission Expires 5-5-2019
 Acting in Wayne County

My Commission Expires:

Drafted By: Robert W. Curran, 42949 W. Seven Mile Road, Northville, MI 48167
 Return To: Fernando Lopez and Adriana Shamas
 3563 Fort St., Lincoln Park, MI 48146

In the event payments are not received within 15 days from due date, a late fee of \$50.00 per payment shall be assessed. This is a service charge and is not interest. Purchaser further agrees and understands that assessment of the late fee does not constitute an election under the Land Contract and that the Seller may pursue any other remedies available in law or equity.

Seller agrees to execute a warranty deed at closing to be placed in escrow with Michigan Title Insurance Agency, until the Land Contract is paid in full. Purchaser agrees to pay this escrow fee. At final settlement, Seller agrees to pay State and County Transfer Tax.

It is mutually understood that the monthly installment payments specified in said Land Contract are insufficient to fully pay the obligation owing within the term of said Land Contract; and that there will be a lump sum payment due Seller upon completion of said term.

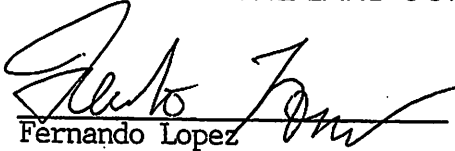
No representations, oral or otherwise, have been made by the parties hereto and/or real estate broker(s) as to the future availability of alternative financing which might be required by the Purchaser to fully pay the obligation then owing on said Land Contract.

Seller is under no obligation to extend this Land Contract beyond the agreed upon termination or to refinance the principal balance beyond said termination date.


Purchaser has been advised that a survey should be obtained and has ordered a survey. If survey is ordered, it will be a mortgage type at Purchaser's expense, paid in advance.

All parties of this transaction should seek the counsel of an attorney and an accountant to protect their interest. Brokers and sales personnel are neither trained nor employed to provide such counsel and the parties hereto acknowledge they have not relied on any such advice if it has been given.

PURCHASER TO PURCHASE SUBJECT LOCATION AS IS. PURCHASER MAY NOT DEMOLISH THE BUILDING OR MAKE ANY MAJOR ALTERATION WITHOUT PAYING OFF THE LAND CONTRACT BALANCE FIRST.


Fernando Lopez


Adriana Shamas


Joanne E. Sanom by Albert C. Sanom,
Attorney in Fact Whose Power of Attorney
is recorded in Liber _____ Page _____
Wayne County Records.

DEED ESCROW AGREEMENT

MICHIGAN TITLE INSURANCE AGENCY, INC.

9333 TELEGRAPH ROAD, SUITE 100
TAYLOR, MICHIGAN 48180
PHONE: (313) 291-2323

File Number: 44-00160
Property Address: 3563 FORT ST., LINCOLN PARK, MI 48146
Purchaser(s): FERNANDO LOPEZ AND ADRIANA SHAMAS
Seller(s): JOANNE E. SANOM

Deposited with you herewith is a Warranty Deed given pursuant thereto to be held by you in escrow for delivery until written authorization, properly witnessed and notarized, is given to Michigan Title Insurance Agency, Inc. from the said Seller(s). If the parties hereto request the deed to be recorded in the registered county, then the proper amount for recording and transfer tax must be included with the said authorization.

Upon making such delivery, you will thereupon be released and acquitted from any further liability concerning the deposit; it being expressly understood that such liability, in any event, is limited by the term and conditions set forth herein. By acceptance of this agency, you are in no way assuming any responsibility for the validity or authenticity of the subject matter of the deposit.

In the event of litigation affecting your duties relating to this deposit, we agree to reimburse you for any reasonable expenses incurred, including attorney fees and hold you harmless from any and all liabilities arising out of said litigation.

Any changes in the terms or conditions hereof may be made only in writing signed by all parties or their duly authorized representatives.

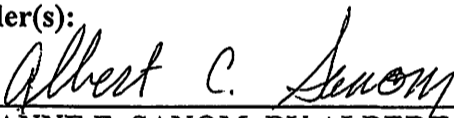
For your services as herein specified, you are to receive the sum of FIFTY DOLLARS (\$50.00) as of the date stated herein.

Dated: April 21, 2017

Purchaser(s):


FERNANDO LOPEZ

Seller(s):


JOANNE E. SANOM, BY ALBERT C.
SANOM, ATTORNEY IN FACT


ADRIANA SHAMAS

We hereby accept the above escrow deposit under the terms and conditions therein set forth.
MICHIGAN TITLE INSURANCE AGENCY, INC.

By: 

WARRANTY DEED

MICHIGAN TITLE INSURANCE AGENCY, INC.
File Number: 44-00160

The Grantor(s) JOANNE E. SANOM , A SINGLE WOMAN, BY ALBERT C. SANOM, ATTORNEY IN FACT, WHOSE POWER OF ATTORNEY IS RECORDED IN LIBER _____, PAGE _____, WAYNE COUNTY RECORDS.

whose address is C/O AL SANOM
2880 ROBINA AVE., BERKLEY, MI 48072

Convey(s) and Warrant(s) to FERNANDO LOPEZ , A SINGLE MAN and ADRIANA SHAMAS , A MARRIED WOMAN, TENANTS IN COMMON

whose address is 22057 BEECH DALY, BROWNSTOWN, MI 48134

The following described premises situated in the CITY OF LINCOLN PARK, COUNTY OF WAYNE, State of Michigan, and is described as follows:

Lot 675 and 676, except the Westerly 17.11 feet thereof, deeded for widening of Fort Street. Emmon's Orchard Subdivision No. 1, as recorded in Liber 41, Page 81 of Plats, Wayne County Records, and Lots 1951 through 1956, inclusive, except the Westerly 17.11 feet thereof and Lot 2048, except the Westerly 17.11 feet thereof deeded for widening of Fort Street. Emmon's Orchard Subdivision No. 2, as recorded in Liber 41, Page 88 of Plats, Wayne County Records.

Tax Identification Number(s): 45-012-08-1951-001 (FOR INFORMATIONAL PURPOSES ONLY, THE TAX LEGAL IS ASSESSED AS FOLLOWS: LOTS 1951 TO 1956 INCL EXC THE WLY 17.11 FT THEREOF ALSO LOT 2048 EXC THE WLY 17.11 FT THEREOF OF EMMONS ORCHARD SUBDN NO 2 L 41 P88 ALSO LOTS 675 AND 676 EXC THE WLY 17.11 THEREOF OF EMMONS ORCHARD SUBDN NO 1 L41 P81 EMMONS ORCHARD SUB NO. 2 PC 48 L41 P88 WCR)

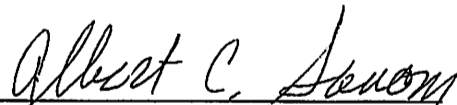
Property Address: 3563 FORT ST., LINCOLN PARK, MI 48146

This property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan right to farm act. The Grantor grants to the Grantee the right to make ALL division(s) under Section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967.

for the sum of TWO HUNDRED SEVENTY FIVE THOUSAND AND 00/100 DOLLARS (\$275,000.00)

Subject to: Building and Use Restrictions and Easements of record, if any.

Dated: April 21, 2017

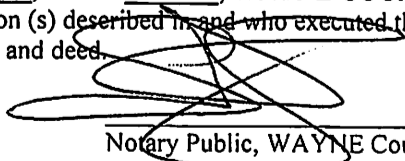


JOANNE E. SANOM , A SINGLE WOMAN, BY ALBERT C. SANOM, ATTORNEY IN FACT, WHOSE POWER OF ATTORNEY IS RECORDED IN LIBER _____, PAGE _____, WAYNE COUNTY RECORDS.

STATE OF MICHIGAN
COUNTY OF WAYNE

On this 04/21/2017, before me, a Notary Public in and for said County, personally appeared JOANNE E. SANOM , A SINGLE WOMAN, BY ALBERT C. SANOM, ATTORNEY IN FACT, WHOSE POWER OF ATTORNEY IS RECORDED IN LIBER _____, PAGE _____, WAYNE COUNTY RECORDS.

, to me known to be the same person (s) described in and who executed the foregoing instrument and then acknowledged the same to be his/her/their free act and deed.



STACEY D. COURY
Notary Public, WAYNE County, MICHIGAN Notary Public, Wayne County, MI

My Commission Expires:

Drafted By: Robert W. Curran, 42949 W. Seven Mile Road, Northville, MI 48167

Return To: Fernando Lopez and Adriana Shamas

3563 Fort St., Lincoln Park, MI 48146

My Commission Expires 5-5-2019
Acting in Wayne County

Century 21 Curran & Christie
42949 W. Seven Mile Road
Northville, MI 48167

File# 44-00160

SELLERS CLOSING STATEMENT

Property Address 3563 Fort St., Lincoln Park, MI 48146
Seller(s) Joanne E. Sanom
Address 2345 Oxford, Apt 429, Berkley, MI 48072
Buyer(s) Fernando Lopez and Adriana Shamas
Address 22057 Beech Daly, Brownstown, MI 48134

SALES PRICE					\$275,000.00
Land Contract Balance					(\$200,000.00)
		EQUITY			\$75,000.00
CREDITS					
City Property Taxes	4/21/2017	to	6/30/2017		\$1,127.82
\$5,797.93	70 days at		\$16.1117per day		
County Property Taxes	4/21/2017	to	11/30/2017		\$890.67
\$1,451.31	223 days at		\$3.994per day		
				TOTAL CREDITS	\$77,018.49
EXPENSES					
Realtor Commission					\$16,500.00
Century 21 Curran & Christie - \$8,250.00					
Century 21 Curran & Christie - \$3,250.00 (\$5000.00 EMD)					
Owner's title insurance to Michigan Title Insurance Agency, Inc.					\$1,320.50
2016 City/County Taxes With Int to 4/30/17					\$5,320.88
Balance Water					\$280.20
Compliance Fee to Century 21 Curran & Christie					\$295.00
Inspection Fee to City of Lincoln Park					\$150.00
Record Power of Attorney to Michigan Title, Recording					\$12.00
Record Deed to Michigan Title, Recording					\$18.00
				TOTAL EXPENSES	(\$23,896.58)
ESCROW ITEMS:					
Rent					-\$0.00
Water					-\$400.00
				TOTAL ESCROWS	(\$400.00)
				AMOUNT DUE TO SELLER AT CLOSING	\$52,721.91

We, the undersigned, consider the foregoing to be a correct accounting and accept the foregoing as rendered.

BY Robert W. Luma
Century 21 Curran &
Christie

Seller:

Albert C. Sanom
Joanne E. Sanom By Albert C. Sanom,
Attorney In Fact

Dated: Friday April 21, 2017

Century 21 Curran & Christie
42949 W. Seven Mile Road
Northville, MI 48167

File# 44-00160

PURCHASERS CLOSING STATEMENT

Property Address 3563 Fort St., Lincoln Park, MI 48146
Seller(s) Joanne E. Sanom
Address 2345 Oxford, Apt 429, Berkley, MI 48072
Buyer(s) Fernando Lopez and Adriana Shamas
Address 22057 Beech Daly, Brownstown, MI 48134

SALES PRICE			\$275,000.00
Land Contract Balance			\$200,000.00
	DOWN PAYMENT		\$75,000.00
EXPENSES			
City Property Taxes	4/21/2017	to 6/30/2017	\$1,127.82
	\$5,797.93	70 days at \$16.1117per day	
County Property Taxes	4/21/2017	to 11/30/2017	\$890.67
	\$1,451.31	223 days at \$3.994per day	
Compliance Fee to Century 21 Curran & Christie			\$295.00
Reimburse (Mortgage Certificate to McNeely & Lincoln Associates, Inc. to Robert Platte			\$275.00
Deed Recording			\$0.00
Record Land Contract to Michigan Title, Recording			\$32.00
Deed Escrow to Michigan Title, Recording			\$50.00
Settlement or closing fee to Michigan Title Insurance Agency, Inc.			\$300.00
Recording Processing Fee to Michigan Title, Recording			\$35.00
	TOTAL EXPENSES		\$78,005.49

CREDITS

Deposit or earnest money..... \$5,000.00

TOTAL CREDITS (\$5,000.00)

BALANCE TO CLOSE \$73,005.49

BY Robert W. Curran
Century 21 Curran &
Christie

Purchaser: Fernando Lopez
Fernando Lopez
Adriana Shamas
Adriana Shamas

Dated: Friday April 21, 2017

COMMERCIAL AFFIDAVIT AND INDEMNITY
RE: COMMISSIONS

This Affidavit is executed for the benefit of Michigan Title Insurance Agency, Inc. and/or its Underwriter(s), their successors and/or assigns (collectively, the "Company") with respect to property located at 3563 FORT ST., LINCOLN PARK, MI 48146, more particularly described in the Company's File No. 44-00160 (the "property").

Affiants must initial and complete the appropriate section below, or indicate that it is not applicable (N/A), and hereby states as follows:

~~_____~~

Sale of Interest (Seller):

Affiant entered into a written agreement with CENTURY 21 CURRAN & CHRISTIE, the "Broker" as defined in the Commercial Real Estate Broker's Lien Act (Michigan Public Act 201 of 2010), for the purpose of selling, leasing or otherwise conveying an interest in the property. Broker is entitled to compensation pursuant to the agreement in the amount of \$ _____.

Acquisition of Interest (Purchaser):

Affiant entered into a written agreement with CENTURY 21 CURRAN & CHRISTIE, the "Broker" as defined in the Commercial Real Estate Broker's Lien Act (Michigan Public Act 201 of 2010), for the purpose of acquiring an ownership interest in the property, including but not limited to a leasehold interest in the property and/or improvements located thereon. Broker is entitled to compensation pursuant to the agreement in the amount of \$ _____.

General Disclosure (Seller and Purchaser):

Affiant has neither entered into a written agreement with, nor is Affiant aware of any individual who has entered into a written agreement with any "Broker" as defined in the Commercial Real Estate Broker's Lien Act (Michigan Public Act 201 of 2010), for the purpose of selling, leasing or otherwise conveying an interest in the property.

Affiants acknowledge that the Company is relying on the representations contained in this Affidavit in issuing its policy or policies of title insurance covering the property, and that the Company would not issue such policy or policies without exception to a Broker's right to lien unless these representations were made. In consideration of the Company's issuance of such policy or policies of title insurance, Affiants, jointly and severally agree to defend, hold harmless and indemnify the Company against all loss, damage or liability, including liability for reasonable attorneys' fee incurred under Conditions of its policy or policies resulting from the recording, enforcement or attempted enforcement of any commercial broker's lien pursuant to the Commercial Real Estate Broker's Lien Act (Michigan Public Act 201 of 2010).


Dated: April 21, 2017

Purchaser(s):



FERNANDO LOPEZ

Seller(s):

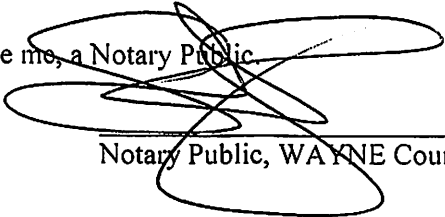


JOANNE E. SANOM, BY ALBERT C. SANOM, ATTORNEY IN FACT



ADRIANA SHAMAS

Subscribed and Sworn to before me, a Notary Public



Notary Public, WAYNE County, MICHIGAN

STACEY D. CORY
Notary Public, Wayne County, MI
My Commission Expires 5-5-2019
Acting in Wayne County

HOLD HARMLESS FOR CITY CERTIFICATION

File Number: 44-00160

PROPERTY ADDRESS: 3563 FORT ST., LINCOLN PARK, MI 48146

SELLER(S): JOANNE E. SANOM

PURCHASER(S): FERNANDO LOPEZ AND ADRIANA SHAMAS

It is agreed by all parties that certain conditions required by the above referenced property's Municipality have not been completed in order to obtain a Certificate of Occupancy, or its equivalent. It is hereby understood and agreed that the Purchaser(s) will obtain any necessary inspections and take responsibility for the completion of any requirements set forth by the above referenced property's Municipality. All parties will hereby hold harmless Michigan Title Insurance Agency, Inc., Michigan Title North Agency, LLC, It's Underwriter, the Seller(s), the Listing Real Estate Office, if applicable, the Selling Real Estate Office, if applicable, and the Drafting Attorney, if applicable, for any costs or damages incurred relative to the ability to obtain the Certificate of Occupancy, or its equivalent, from the above referenced property's Municipality.

IMPORTANT: ALL PARTIES ARE AWARE THAT FAILURE TO CONTACT THE APPROPRIATE MUNICIPALITY OFFICE MAY RESULT IN A PENALTY OR FINE WHICH COULD BE ASSESSED BY SAID MUNICIPALITY.

Dated: April 21, 2017

Purchaser(s):

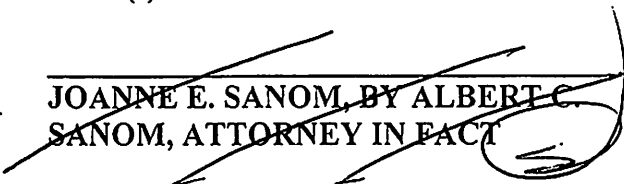


FERNANDO LOPEZ



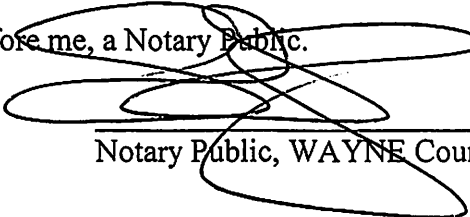
ADRIANA SHAMAS

Seller(s):



JOANNE E. SANOM, BY ALBERT C. SANOM, ATTORNEY IN FACT

Subscribed and Sworn to before me, a Notary Public.



Notary Public, WAYNE County, MICHIGAN

STACEY D. JURY
Notary Public, Wayne County, MI
My Commission Expires 5-5-2019
Acting in Wayne County

COMMERCIAL AFFIDAVIT AND INDEMNITY
BY AGENTS
RE: COMMISSIONS

This Affidavit is executed for the benefit of Michigan Title Insurance Agency, Inc. and/or its Underwriter(s), their successors and/or assigns (collectively, the "Company") with respect to property located at 3563 FORT ST., LINCOLN PARK, MI 48146, more particularly described in the Company's File No. 44-00160 (the "property").

Affiants hereby state and acknowledge as follows:

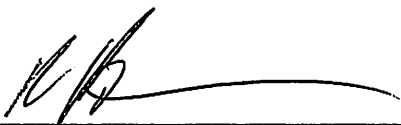
Affiants acknowledge receipt of commissions and all monies due that relate to the real estate described in the title commitment referenced above, and hereby waive all lien rights, including, but not limited to those that may arise under the Commercial Real Estate Broker's Lien Act, Michigan Public Act 201 of 2010.

Affiants acknowledge that the Company is relying on the representations contained in this Affidavit in issuing its policy or policies of title insurance covering the property, and that the Company would not issue such policy or policies without exception to a Broker's right to lien unless these representations were made. In consideration of the Company's issuance of such policy or policies of title insurance, Affiants, jointly and severally agree to defend, hold harmless and indemnify the Company against all loss, damage or liability, including liability for reasonable attorneys' fee incurred under Conditions of its policy or policies resulting from the recording, enforcement or attempted enforcement of our right to a commercial broker's lien recorded pursuant to the Commercial Real Estate Broker's Lien Act, Michigan Public Act 201 of 2010.

Dated: April 21, 2017

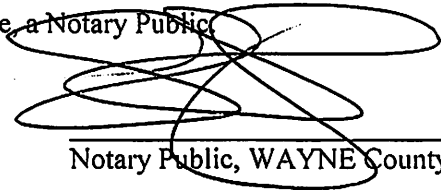
Affiants:

CENTURY 21 CURRAN & CHRISTIE,
BY BASEM KOMIS, LISTING AGENT



CENTURY 21 CURRAN & CHRISTIE,
BY ROBERT PLATTE, SELLING AGENT

Subscribed and Sworn to before me, a Notary Public



Notary Public, WAYNE County, MICHIGAN

STACEY D. COURY
Notary Public, Wayne County, MI
My Commission Expires 5-5-2019
Acting in Wayne County

ADDENDUM TO PURCHASE AGREEMENT

File Number: 44-00160

This addendum hereby becomes part of the purchase agreement on property located at:

Property Address: 3563 Fort St., Lincoln Park, MI 48146

All parties hereby agree that the above purchase agreement is being amended as follows:

- 1.) Owners Policy to be issued by Michigan Title Insurance Agency
- 2.) Late Fee if Payment not received within 15 days will be \$50.00 per payment

All other terms and conditions of the purchase agreement remain the same.

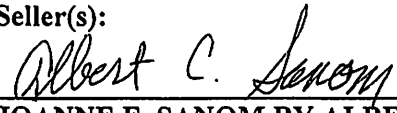
Dated: April 21, 2017

Purchaser(s):



FERNANDO LOPEZ

Seller(s):



JOANNE E. SANOM BY ALBERT C. SANOM,
ATTORNEY IN FACT



ADRIANA SHAMMAS

AFFIDAVIT OF NO FACILITY TAX
FOR INDUSTRIAL OR COMMERCIAL PROPERTY

The undersigned, being first duly sworn, deposes and states as follows: *TO THE BEST OF MY KNOWLEDGE AS*

1. The property to be insured in file number 44-00160, issued by Michigan Title North Agency, LLC is not subject to either a Commercial or Industrial Facility Tax established under Act 198 of Public Acts of 1974 (MCL 207.551) or Act 255 of Public Acts of 1978 (MCL 207.651)

FURTHER DEPONENT SAYETH NOT.

Date: April 21, 2017

Albert C. Sanom

JOANNE E. SANOM, BY ALBERT C. SANOM,
ATTORNEY IN FACT

SUBSCRIBED AND SWORN TO BEFORE ME, A NOTARY PUBLIC.



NOTARY PUBLIC, WAYNE COUNTY, MICHIGAN

Note (for information only)

1. The preamble to Act 198 of Public Acts of 1974 (MCL 207.551) states as follows:
AN ACT to provide for the establishment of plant rehabilitation districts and Industrial development districts in local governmental units; to provide for the exemption from certain taxes; to levy and collect a specific tax upon the owners of certain facilities; to provide for the disposition of the tax; to provide for the obtaining and transferring of an exemption certificate and to prescribed the contents of those certificates; to prescribed the powers and duties of the state tax commission and certain officers of local governmental units; and to provide penalties.
2. The preamble to Act 255 of Public Acts of 1978 (MCL 207.651) states as follows:
AN ACT to provide for the establishment of commercial redevelopment districts in local governmental units; to provide for the exemption from certain taxes; to levy and collect a specific tax upon the owners of certain facilities; to provide for the disposition of the tax; to provide for the obtaining and transferring of an exemption certificate and to prescribed the contents of those certificates; to prescribe the powers and duties of the state tax commission and certain officers of local governmental unites; and to provide remedies and penalties.

STACEY D. COURY
Notary Public, Wayne County, MI
My Commission Expires 5-5-2019
Acting in Wayne County

NON-FOREIGN AFFIDAVIT

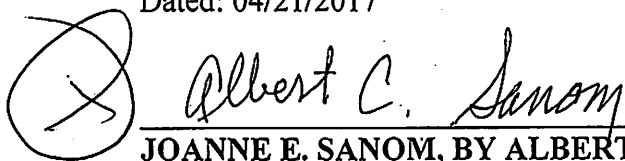
Section 1445 of the Internal Revenue Code of 1986, as amended, provides that a purchaser of a United States real property interest must withhold tax if the Seller is a foreign person. To inform the Purchaser that withholding of tax is not required upon our disposition of the United States real property interest, I, JOANNE E. SANOM, hereby certify the following:

1. I am not a nonresident alien for purposes of United States income taxation;
2. My US Social Security Number is: _____
3. My home address is:

I understand that this certification may be disclosed to the Internal Revenue Service by the Purchaser, and that any false statement I have made here could be punished by fine, imprisonment, or both.

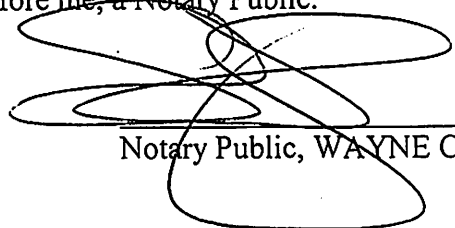
Under penalties of perjury, I declare that I have examined this certification and, to the best of my knowledge and belief, it is true, correct, and complete.

Dated: 04/21/2017



JOANNE E. SANOM, BY ALBERT C. SANOM,
ATTORNEY IN FACT

Subscribed and Sworn to before me, a Notary Public.



Notary Public, WAYNE County, MICHIGAN

STACEY D. COURY
Notary Public, Wayne County, MI
My Commission Expires 5-5-2019
Acting in Wayne County

QUIT CLAIM DEED

MICHIGAN TITLE INSURANCE AGENCY, INC.
File Number: 44-00160

JOANNE E. SANOM, A SINGLE WOMAN, BY ALBERT C. SANOM, HER ATTORNEY IN FACT, WHOSE POWER OF ATTORNEY IS HERETO ATTACHED AS EXHIBIT A, whose address is C/O Al Sanom, 2880 Robina Ave., Berkley, Michigan 48072, ("Grantor"), QUIT CLAIMS to JOANNE E. SANOM, A SINGLE WOMAN, whose address is C/O Al Sanom, 2880 Robina Ave., Berkley, Michigan 48072, a life estate and upon his/her death the remainder to KAREN ANN SANOM MILLER, ALBERT CHARLES SANOM, MICHAEL GEORGE SANOM, WILLIAM LIONEL SANOM AND PATRICK SCOTT SANOM, AS JOINT TENANTS WITH FULL RIGHTS OF SURVIVORSHIP,, whose address is 2345 Oxford, Apt 429, Berkley, Michigan 48072, as joint tenants with rights of survivorship (collectively "Grantees"), the following described premises situated in the CITY OF LINCOLN PARK, COUNTY OF WAYNE, State of Michigan, and is described as follows:

SEE ATTACHED EXHIBIT A

Property Address: 3563 FORT ST., LINCOLN PARK, MI 48146

This property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan right to farm act. The Grantor grants to the Grantee the right to make ALL division(s) under Section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967.

Together with all singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, for the sum of **EXEMPT UNDER MCL 207.505(a) AND MCL 207.526(a)**

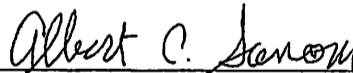
The Grantor reserves during the Grantor's lifetime a life estate coupled with an unrestricted power to convey the premises during Grantor's lifetime, pursuant to Land Title-Standard 9.3. Grantor reserves unto herself for and during her lifetime, the exclusive possession, use and enjoyment of the rents and profits of the property described herein. Grantor further reserves unto herself, for and during her lifetime, the right to sell, lease, encumber by mortgage, pledge, lien or otherwise manage and dispose, in whole or in part, or grant any interest therein, of the aforesaid premises by gift, sale or otherwise so as to terminate the interests of the Grantees, as Grantor, in her sole discretion, shall decide, except to dispose of said property, if any, by devise upon their deaths. Grantor retains the power to make the aforesaid dispositions, with or without consideration, without joinder by the remaindermen, and to retain absolutely any and all proceeds derived therefrom. Grantor further reserves the right to cancel this deed by further conveyance which may revoke any and all rights which the Grantees may possess under this deed. Grantees shall hold a remainder interest in the property described herein and upon the death of the Grantor, if the property described herein has not been previously disposed of prior to Grantor's death, all right and title to the property remaining shall fully vest in Grantees as joint tenants with rights of survivorship subject to such liens and encumbrances existing at that time.

To have and to hold the same together with all and singular the appurtenances thereunto belonging or in anyway appertaining and all the estate, right, title interest, lien, equity, and claim whatsoever of the said Grantor, either in law or equity, to the proper use and benefit of the said Grantees forever.

This Deed was prepared with information provided by the Grantor without the benefit of title insurance.

Subject to: Building and Use Restrictions and Easements of record, if any.

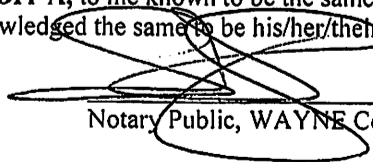
Dated: April 21, 2017



JOANNE E. SANOM, A SINGLE WOMAN, BY
ALBERT C. SANOM, HER ATTORNEY IN FACT,
WHOSE POWER OF ATTORNEY IS HERETO
ATTACHED AS EXHIBIT A

STATE OF MICHIGAN
COUNTY OF WAYNE

On this 04/21/2017, before me, a Notary Public in and for said County, personally appeared JOANNE E. SANOM, A SINGLE WOMAN, BY ALBERT C. SANOM, HER ATTORNEY IN FACT, WHOSE POWER OF ATTORNEY IS HERETO ATTACHED AS EXHIBIT A, to me known to be the same person (s) described in and who executed the foregoing instrument and then acknowledged the same to be his/her/their free act and deed.



Notary Public, WAYNE County, MICHIGAN

STACEY D. COURY

Notary Public, Wayne County, MI

My Commission Expires 5-5-2019

Acting in Wayne County

My Commission Expires:

Drafted By: Robert Hollander, Atty., 30300 Northwestern Hwy., Suite 304, Farmington Hills, Mi. 48334

Return To: JOANNE E. SANOM, C/O AL SANOM, 2880 ROBINA AVE, BERKLEY, MI 48072

EXHIBIT A

Lot 2048, except the Westerly 17.11 feet thereof deeded for widening of Fort Street. Emmon's Orchard Subdivision No. 2, as recorded in Liber 41, Page 88 of Plats, Wayne County Records.

Tax Identification Number(s): 45-012-08-1951-001 (FOR INFORMATIONAL PURPOSES ONLY, THE TAX LEGAL IS ASSESSED AS FOLLOWS: LOTS 1951 TO 1956 INCL EXC THE WLY 17.11 FT THEREOF ALSO LOT 2048 EXC THE WLY 17.11 FT THEREOF OF EMMONS ORCHARD SUBDN NO 2 L 41 P88 ALSO LOTS 675 AND 676 EXC THE WLY 17.11 THEREOF OF EMMONS ORCHARD SUBDN NO 1 L41 P81 EMMONS ORCHARD SUB NO. 2 PC 48 L41 P88 WCR)

ESCROW AGREEMENT

File Number: 44-00160

Property Address: 3563 FORT ST., LINCOLN PARK, MI 48146
Seller(s): JOANNE E. SANOM
Purchaser(s): FERNANDO LOPEZ AND ADRIANA SHAMAS
ESCROW AGENT: MICHIGAN TITLE INSURANCE AGENCY, INC.

WATER ESCROW

The water bill is a Lien against this property and if unpaid, can be placed on the next tax roll and/or the service discontinued. It is therefore necessary that the escrow agent withhold from the seller's proceeds and place in escrow, the sum of \$400.00, which was the agreed amount sufficient to insure the final water bill is paid. Seller should, therefore, contact the Water Department either the day of closing or the day of vacating, according to the purchase agreement executed between the parties herein, and arrange for a final reading, pay the bill and forward the paid receipt to the escrow agent which will enable us to refund the water escrow without delay. To expedite the refund, IT IS IMPORTANT THAT the sellers provide us with their forwarding address as soon as it becomes available.

In the event the escrow agent has not received the receipted bill as herein provided by the time the Sellers vacate the property, then the escrow agent has the option to procure and pay the bill from the escrow fund and forward the receipted bill to the sellers. **The escrow agent is acting to accommodate the buyer and seller, and therefore will not be responsible to pay the water or represent that amount withheld by us is sufficient to pay this bill.

OCCUPANCY FEE REFUND REMINDER

Received of above Seller(s), in accordance with the terms of the Purchase Agreement, the TOTAL ESCROW as calculated below:

Number of Days	Daily Rate	TOTAL ESCROW
N/A	\$0.00	\$0.00

as security for the occupancy charge. Said occupancy will commence on the day after closing and end in accordance to the number of days specified above, if not sooner terminated by seller. The Purchaser(s) shall be paid the amount due at the daily rate and the unused portion, if any as determined by the date, shall be returned to the seller when the property is vacated and the keys are surrendered to the Purchaser(s).

Your purchase agreement provides that the amount due each of you from the use and occupancy escrow shall be determined by the date the property is vacated and the keys are surrendered. For purposes of computation, the occupancy charge starts at 12:01 a.m. of the day after closing, and includes the day the keys are surrendered. Your checks will be mailed upon surrendering keys and/or submission of key release form. Should you desire to pick up your check please allow at least two (2) business days for processing.

SELLER EMAIL: _____ SELLER PHONE: _____

SELLER FORWARDING ADDRESS: _____

ACKNOWLEDGEMENT

In the event escrowed funds are undeliverable as described above, after 180 days Michigan Title Insurance Agency, Inc. will assess a monthly fee in the amount of \$25.00 to be charged against the escrowed funds representative of administrative fees. All funds received in this escrow, and any other funds received by Michigan Title Insurance Agency, Inc. in connection with the subject real estate transaction, shall be deposited with other escrow funds in one or more non-interest bearing escrow accounts of Escrow Agent in a state or national bank selected by Escrow Agent. Escrow Agent shall have no obligation to account in any manner to the parties to the escrow for value of any benefit received by Escrow Agent, directly or indirectly, by reason of the deposit of any such funds or the maintenance of such accounts with such bank, nor shall Escrow Agent have any obligation to pay any benefit to said parties. Such benefits may include, without limitation, credits allowed by such bank on loans to Escrow Agent or its parent company, and credits on accounting, reporting, and other services and products of such bank. Any such benefits shall be deemed additional compensation of Escrow Agent for its services in connection with this escrow. Escrow Agent shall not be liable for any delay in closing this escrow if the funds deposited in this escrow are not available for immediate withdrawal as a matter of right following deposit in such bank. Escrow Agent shall not be liable for any loss or impairment of said funds due to bank failure, insolvency, or suspension.

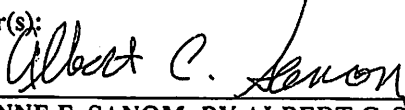
We hereby acknowledge receipt of a copy of this document and agree to its terms.

Dated: April 21, 2017

Purchaser(s):

FERNANDO LOPEZ

ADRIANA SHAMAS

Seller(s):


JOANNE E. SANOM, BY ALBERT C. SANOM,
ATTORNEY IN FACT

**SELLER'S/OWNER'S AFFIDAVIT AND INDEMNITY
FOR COVERAGE WITHOUT STANDARD EXCEPTIONS**

PROPERTY ADDRESS: 3563 FORT ST., LINCOLN PARK, MI 48146

I/WE, being first duly sworn, on oath, depose and state that I/We own the property as described in File Number: 44-00160

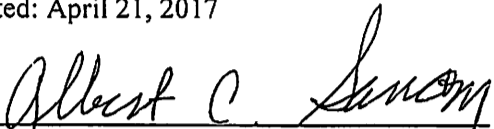
I/We have owned the property now being sold or mortgaged by me, and my/our enjoyment thereof has been peaceable and undisturbed and the title to said property has never been disputed to my knowledge, nor do I/we know of any facts by reason of which the title to, or possession of, said property might be disputed or by reason of which any claim to any of said property might be asserted adversely to me, and more particularly:

1. No party other than the Seller(s)/Owner(s) is in possession of all or any portion of the premises above described under any unrecorded leases, tenancy at will or otherwise.
2. The Seller(s)/Owner(s) during the time of ownership of the premises above described has/have conveyed no portion of the premises nor done any act or allowed any act to be done which has changed or could change the boundaries of the premises.
3. ~~The land has a single family house/condominium. No separate building, garage or apartment is used as a second residence.~~
4. The Seller(s)/Owner(s) has/have allowed no encroachments on the premises above described by any adjoining land owners nor has/have the undersigned encroached upon any property of adjoining land owners.
5. The Seller(s)/Owner(s) has/have allowed no easements, rights of way, continuous driveway usage, drain, sewer, water, gas or oil pipeline or other rights of passage to others over the premises above described and has/have no knowledge of such adverse rights.
6. The Seller(s)/Owner(s), at present, and for a period of 365 days past, has/have caused no construction, erection, alteration or repairs of any structures or improvements on the premises above cited to be done, nor has/have contracted for any material to be delivered to the premises for which charges therefor remain unpaid.
7. Any improvements we added to the land were authorized by a building permit.
8. We are not aware, and have not been told, that the improvements on the land violate any building permit, zoning, restrictions or covenants.
9. We are not aware, and have not been told, that the improvements on the land encroach over any building lines, easements or property lines.
10. We are not aware, and have not been told, that the improvements by our neighbors encroach over our property lines.
11. The land has actual pedestrian and vehicular access based on a legal right of access to the land.
12. There are no pending repairs or improvements to the street(s) adjacent to the land.
13. The Seller(s)/Owner(s) has/have no knowledge of any highways, abandoned roads, lanes, cemetery or family burial grounds, springs, streams, rivers, ponds, or lakes bordering or running through said premises.
14. The undersigned has no knowledge of any due taxes or special assessments. All tax exemptions claimed were lawful.
15. The undersigned has not allowed and knows of no violations of any covenants, restrictions, agreements, conditions or zoning ordinances affecting the premises.
16. That there are no pending suits, proceedings, judgments, bankruptcies, liens or executions against said owner, either in the aforesaid county or any other county in the aforesaid state.
17. ~~All assessments by the homeowners' association for the subdivision/condominium are paid current and outstanding assessments are not yet payable.~~

This affidavit is given to induce Michigan Title North Agency, LLC, and its underwriter, to issue its title insurance policy or policies without exception to claims of materialmen's, contractor's and laborers' liens, survey matters, special assessments and rights of parties in possession, and as an inducement therefor, said affiant agrees to indemnify and hold Michigan Title Insurance Agency, Inc., Michigan Title North Agency, LLC, and its underwriter, harmless of and from any and all loss, cost, damage and expense of every kind, including Attorney's fees, which said Michigan Title Insurance Agency, Inc., Michigan Title North Agency, LLC, and its underwriter, shall or may suffer or incur or become liable for under its said policy or policies now to be issued, or any reissue, renewal or extension thereof, directly or indirectly, as a result of any misrepresentation herewith.

We indemnify and hold harmless Michigan Title Insurance Agency, Inc., Michigan Title North Agency, LLC, and its underwriter, from any loss, liability, costs, expenses and attorneys' fee, including attorneys' fees to enforce this agreement, because of any errors or incorrectness of this affidavit and because of any defects, liens, encumbrances or other matters currently affecting or that may affect the title to the land before the recordation of our conveyance or the mortgage.

Dated: April 21, 2017


JOANNE E. SANOM, BY ALBERT C. SANOM,
ATTORNEY IN FACT

Subscribed and Sworn to before me, a Notary Public.


Notary Public, WAYNE County, MICHIGAN

STACEY D. COURY
Notary Public, Wayne County, MI
My Commission Expires 5-5-2019
Acting in Wayne County

PROPERTY ADDRESS: 3563 FORT ST., LINCOLN PARK, MI 48146
AFFIDAVIT OF LIEN RIGHTS

The undersigned attest that they are the Owner(s) and Purchaser(s), or are an authorized representative of the Owner/Purchaser, who personally knows the facts that relate to the matters attested to herein. The undersigned(s) if an authorized representative(s) of the Owner/Purchaser attests that he/she is empowered by the Owner/Purchaser to bind the Owner/Purchaser to the representations and undertakings made herein. The undersigned, in consideration of Michigan Title Insurance Agency, Inc., Michigan Title North Agency, LLC, and its Underwriter, issuing its Policy(ies) of title insurance insuring an interest in or title to the real estate described herein, and being first duly sworn and oath, deposes, states and warrants as follows: *TO THE BEST OF MY ACTUAL KNOWLEDGE*

1. That Owner(s) is/are the fee simple owner of, or has/have an ownership interest that entitles owner to possession and occupancy of the real estate referred to herein and is referred to in Michigan Title Insurance Agency, Inc. Commitment Number 44-00160. *AS*
2. That Owner(s) is/are a citizen(s) of the United States, of legal age, has/have not been married or divorced since purchasing the real estate and has/have never been known by any other name other than that used herein.
3. That Owner(s) have never installed urea-formaldehyde foam insulation nor have any knowledge of its presence in the said property.
4. That Owners' possession of the real estate has been peaceable and undisturbed and the title to the real estate has never been disputed or questioned.
5. That no proceedings in bankruptcy or receivership are pending which were instituted by or against any Owner, and the Owner(s) have never made an assignment for the benefit or creditors.
6. That there is not any action or proceeding now pending in any State or Federal Court in the United States, to which the Owner(s) are a party; nor is there any State or Federal Court Judgment, State or Federal Tax Lien, or any other State or Federal lien of any kind or nature against an Owner, which could constitute a lien or charge upon the real estate.
7. That there are not any taxes and/or special assessments on the real estate which are not fully paid, including but not limited to assessments, tickets or violations for sidewalks, streets, weed cutting, board-up, etc., and Owner has not received any notice of such.
8. That there are not any unrecorded easements, party walls, agreements, or rights-of-way, which encumber the real estate.
9. That there has been no new construction or repair work performed on the real estate for at least 120 days.
10. That there are not any unpaid bills or claims for labor, services, or material; nor any recorded or unrecorded mortgage, construction or improvement loans, chattel mortgages, conditional bills of sale, retention of title agreements, security agreements, agreements not to sell or encumber, financing statements, or personal property leases; which affect the real estate or which affect any fixtures, appliances, or equipment now installed in or on the real estate.
11. That Owner(s) is/are in sole possession of the real estate, and that no other party has or claims a right of possession.
12. ~~Purchasers herein acknowledge the receipt of the Seller's Disclosure Statement.~~ *S*
13. The Purchaser(s) and Owner(s) herein acknowledge that the closing of this transaction is in full satisfaction of the Purchase Agreement on said property.

The Owner and Purchaser agree to hold Michigan Title Insurance Agency, Inc., and its Underwriter, harmless from any loss or claim arising because of title insurance protection provided a purchaser or lender in reliance in whole or in part on the completeness and correctness of the representations or attestations made herein.

Dated: April 21, 2017

Purchaser(s):
Fernando Lopez

FERNANDO LOPEZ

Seller(s):
Albert C. Sanom

JOANNE E. SANOM, BY ALBERT C. SANOM, ATTORNEY IN FACT

Adriana Shamas

ADRIANA SHAMAS

Subscribed and Sworn to before me, a Notary Public.
[Signature]

Notary Public, WAYNE County, MICHIGAN

STACEY D. COURY
Notary Public, Wayne County, MI
My Commission Expires 5-5-2019
Acting in Wayne County

137947 / M 3627275



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THIS DOCUMENT HAS AN ARTIFICIAL WATERMARK PRINTED ON THE BACK. ABSENCE OF THIS FEATURE WILL INDICATE A COPY.

10146542

April 20, 2017

49-55/1031

\$73,005.49

CASHIER'S CHECK

Seventy-Three Thousand Five and 49/100 *****
PAY TO THE ORDER OF MICHIGAN TITLE INSURANCE AGENCY, INC.

(SIGNATURE LINE) *Sally X. Mooney*

3563 FORT ST LINCOLN PARK MI 48146

Memo

PAYABLE THROUGH
BOKF, NA
EUFALA, OK

⑈ 10146542⑈ ⑈ 10310055⑈ ⑈ 014001001890⑈



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/21/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER E.W. Smith Insurance Agency 1717 Fort Street Wyandotte MI 48192-3544		CONTACT NAME: Jason Durbin PHONE (A/C, No, Ext): (734) 284-4141 FAX (A/C, No): (734) 284-9847 E-MAIL ADDRESS: jdurbin@ewsmith.com	
INSURED F/A PROPERTIES, LLC DBA TIRE MALL 3563 FORT ST LINCOLN PARK MI 48146-4114		INSURER(S) AFFORDING COVERAGE INSURER A: Auto-Owners INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 12FA0011 **2017-2018** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSP	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			04096853	04/21/2017	04/21/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> RETENTION \$						<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	04096854	04/21/2017	04/21/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER JOANNE E. SANOM 2880 ROBINA AVE BERKLEY, MI 48072-3810	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Doug Ochmanek/CHEWET Douglas G. Ochmanek
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ACORD 25 (2014/01)
INS025 (201401)

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3563 Fort St – Tire Mall
Special Land Use Review

Applicant	Fernando Lopez
Project	Tire Mall
Address	3563 Fort Street, Lincoln Park, MI 48146
Date	October 10, 2018
Request	Special Land Use Approval
Recommendation	Approve

REQUEST

The applicant proposes a new tire mall business. The property would be used as a tire and auto repair shop that works on brakes, suspension, alignments, sales, and service, which fits within the definition of an Automotive Repair Station in the Lincoln Park Zoning Code.

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

Whereas the applicant has submitted a completed Application for Special Land Use for an Automotive Service Station at 3563 Fort Street;

Whereas the Application for Special Approval was filed simultaneously with an application for site plan review for the subject use;

Whereas the proposed Special Land Use meets each of the 10 conditions prescribed by the Lincoln Park Zoning Code; and

Whereas the Lincoln Park Planning Commission held a duly noticed Public Hearing regarding the Special Land Use on July 11, 2018;

It is recommended that the Lincoln Park Planning Commission approve a special land use for an Automotive Repair Station at the above-referenced address.



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BEST PRACTICES



Best Practice Three: Development review process

3.1—DEVELOPMENT REVIEW PROCEDURES

Best practice 3.1 evaluates the community’s development review policies and procedures, project tracking and internal/external communication.

The purpose of the development review process is to assure plans for specific types of development comply with local ordinances and are consistent with the master plan. Streamlined, well-documented development policies and procedures ensure a smooth and predictable experience when working with a community. It is essential for a community’s development review team to also coordinate with permitting and inspections staff.

Unnecessary steps or unclear instructions increase time

and expenses associated with development. Community leaders should look to simplify and clarify policies, operate in a transparent manner and increase efficiency to create an inviting development climate that is vital to attracting investment. To do this, sound internal procedures need to be in place and followed. Tracking projects internally across multiple departments can alleviate potential delays. Offering conceptual site plan review meetings is one more step a community can take to show investors they are working to remove development barriers and cut down on unexpected time delays.

EVALUATION CRITERIA 1

The zoning ordinance articulates a thorough site plan review process.

EXPECTATIONS

- The responsibilities of the governing body, planning commission, zoning board of appeals, other reviewing bodies, and staff are clearly documented.

EVALUATION CRITERIA 2

The community has a qualified intake professional.

EXPECTATIONS

- The community identifies a project point person and trains staff to perform intake responsibilities including:
 - Receiving and processing applications and site plans
 - Documenting contact with the applicant
 - Explaining procedures and submittal requirements
 - Facilitating meetings
 - Processing applications after approval
 - Excellent customer service

EVALUATION CRITERIA 3

The community defines and offers **conceptual site plan review** meetings for applicants.

EXPECTATIONS

- The community has clearly defined expectations posted online and a checklist to be reviewed at conceptual meetings.

Best Practice Three: Development review process

3.1—DEVELOPMENT REVIEW PROCEDURES *continued*

EVALUATION CRITERIA 4

The community encourages a developer to seek input from neighboring residents and businesses at the onset of the application process.

EXPECTATIONS

- The community **assists the developer** in soliciting input on a proposal early in the site plan approval process as detailed in the public participation strategy.

EVALUATION CRITERIA 5

The appropriate departments engage in **joint site plan reviews**.

EXPECTATIONS

- The joint site plan review team consists of the following representatives, as appropriate:
 - Planning department
 - Public works department
 - Building department
 - Transportation department
 - Fire
 - Police
 - Assessor
 - Community manager or supervisor
 - Economic development
 - Historic District Commission
 - Consultant
 - Attorney
 - County soil erosion and sedimentation
 - County drain commissioner
 - County health department
 - County road commission
 - Outside agencies

EVALUATION CRITERIA 6

The community has a clearly documented internal staff review policy.

EXPECTATIONS

- The internal review process articulates clear roles, responsibilities and timelines.
- Development review standards are clearly defined.

EVALUATION CRITERIA 7

The community promptly acts on **development requests**.

EXPECTATIONS

- Site plans for permitted uses are approved administratively or by the planning commission.
- The community follows its documented procedures and timelines.
- The community has easy to follow flowcharts of development processes that include timelines.
- Community development staff coordinates with permitting and inspections staff to ensure a smooth and timely approval process.

Best Practice Three: Development review process

3.1—DEVELOPMENT REVIEW PROCEDURES *continued*

EVALUATION CRITERIA 8

The community has a method to track development projects.

EXPECTATIONS

- The community uses a **tracking mechanism** for projects during the development process.
- The community uses a tracking mechanism for projects during the permitting and inspections process.

EVALUATION CRITERIA 9

The community annually reviews successes and challenges with the development review process.

EXPECTATIONS

- The community **obtains customer feedback** on the site plan approval and permitting and inspections process and integrates changes where applicable.
- The joint site plan review team, including permitting and inspections staff, meets to capture lessons learned and amends the process accordingly.

Best Practice Three: Development review process

3.2—GUIDE TO DEVELOPMENT

Best Practice 3.2 evaluates the accessibility of a community’s planning and development information.

Development information and applications must be assembled to help citizens, developers and public officials gain a better understanding of how the development

process in the community works. Documents should be updated regularly and provide a general overview of development processes, steps necessary to obtain approvals and be readily available online.

EVALUATION CRITERIA 1

The community maintains a guide to development that explains policies, procedures and steps to obtain approvals.

EXPECTATIONS

- The guide includes:
 - Relevant contact information
 - Relevant meeting schedules
 - Easy-to-follow step-by-step flowcharts of development processes, including timelines
 - Conceptual meeting procedures
 - Relevant ordinances to review prior to site plan submission
 - Site plan review requirements and application
 - Clear explanation for site plans that can be approved administratively
 - Rezoning request process and application
 - Variance request process and application
 - Special land use request process and application
 - Fee schedule
 - Special meeting procedures
 - Financial assistance tools
 - Design guidelines and related processes
 - Building permit requirements and applications
- The guide to development is accessible online.

EVALUATION CRITERIA 2

The community annually reviews the fee schedule.

EXPECTATIONS

- The fee schedule is updated to cover the community’s true cost to provide services.
- The community accepts credit card payment for fees.