



## LINCOLN PARK PLANNING COMMISSION

December 8, 2021 at 7 p.m.

REMOTE MEETING VIA ZOOM

Call: 1 646 558 8656

Web: [www.zoom.us](http://www.zoom.us)

Meeting ID: 734 663 2622

Participant ID is #

## AGENDA

- I. **Call to Order**
- II. **Roll Call**
- III. **Approval of Previous Minutes**
- IV. **Approval of Agenda**
- V. **Old Business**
- VI. **New Business**
  - A. Site Plan Review: 1125 Fort – Indoor Recreation
  - B. Site Plan Review: 2420 Fort Park – Shopping Center
  - C. Public Hearing: 2420 Fort Park – Shopping Center
  - D. Special Land Use: 2420 Fort Park – Shopping Center
- VII. **Policy Review and Discussion**
  - A. Southfield Road Corridor Study
- VIII. **Education and Training** (see December Planning Report)
- IX. **Reports from Department and Other Boards and Commissions**
- X. **Public Comments**
- XI. **Comments from Planning Commissioners**
- XII. **Adjournment**

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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 MEETING OF OCTOBER 13, 2021**

A Planning Commission meeting of November 10, 2021, via Zoom for Lincoln Park, Michigan was called to order at 7:00 p.m. Mr. Persinger, Commencing with the Pledge of Allegiance.

**PRESENT:** Palmer, Kissel, Horvath, Persinger, Duprey

**ABSENT:** Briones, Graczyk,

**EXCUSED:** LoDuca

**ALSO PRESENT:** Elizabeth Gunden, John Meyers, Jacob Root, Carl Graves, James Papas, Maureen Tobin, Bradley Skorina, Alan Ackerman, Mario Morales, Yogi Anand

**APPROVAL OF MINUTES**

Moved by: Persinger to approve the minutes as corrected

Supported by: Duprey

**MOTION CARRIED unanimously**

**APPROVAL OF AGENDA**

Adding an item for rezoning rewrite under Policy Review and Disussion

Moved by: Persinger to amend the agenda.

Supported by: Duprey

**MOTION CARRIED unanimously**

**5. OLD BUSINESS**

**(A) SITE PLAN REVIEW: 2017 FORT ST – BODY ART FACILITY**

The proposed project is a body art facility (tattoo parlor). The site was previously used as a pharmacy, and the proposed body art facility will re-occupy the ground floor of the existing building.

The site is one of three units in an existing building on the corner of Fort Street and Southfield Road. The entire site is about 0.13 acres and the subject property is 1,506 sq ft. in floor area. The site fronts Fort Street and has vehicular access from McKinley Street in the rear. There is an existing 20-ft concrete sidewalk along Fort Street and six total parking spaces for the building in the rear (two for each unit). There are existing raised planter boxes in the front of the building containing four trees.

Recommendation for the City of Lincoln Park Planning Commission approve the site plan numbered PPC21-0026, proposing a body art facility at 2017 Fort Street and consisting of the pages and revision dates found under 'Site Plan Documents' above, based on the finding that the proposal substantially complies with the requirements of §1296.01. This approval is conditional upon the submittal, within 45 days of the date of this report, of a revised Site Plan resolving the items noted above and subject to administrative review and approval.

Moved by: Persinger

Supported by: Duprey

Yay's: Palmer, Kissel, Horvath, Persinger, Duprey

Nay's: None

Motion Approved

**(B) PUBLIC HEARING: 2017 FORT ST – BODY ART FACILITY**

Public Hearing opened at 7:16 p.m.

Seeing no public comment and hearing no public comment.

Public Hearing closed at 7:17 p.m.

**(C) SPECIAL LAND USE: 2017 FORT ST – BODY ART FACILITY**

The applicant proposes to obtain Special Land Use approval to allow for a body art facility (tattoo parlor) at 2017 Fort Street. The site is one of three units in an existing building on the corner of Fort Street and Southfield Road. The entire site is about 0.13 acres, and the subject property is 1,506 sq. ft. in floor area. The site fronts Fort Street and has vehicular access via McKinley Street in the rear. The proposed use of a body art facility is permitted within the Central Business District (CBD) after Special Land Use approval under §1280.03(l) of the Lincoln Park Zoning Code, and subject to §1296.02(PP).

Recommended Lincoln Park Planning Commission grant Special Land Use Approval for a body art facility at 2017 Fort Street, as requested in PPC 21-0026, based on an affirmative finding of compliance with the criteria set forth in Section 1262.08 of the Lincoln Park Zoning Code.

Moved by: Duprey

Supported by: Palmer

Yay's: Palmer, Kissel, Horvath, Persinger, Duprey

Nay's: None

Motion Approved

**(D) SITE PLAN REVIEW: 471 SOUTHFIELD RD – AUTO REPAIR**

The proposed project is an auto repair facility. The site has been operating as an auto repair facility for quite some time with no history of planning approvals, and the City has been treating it as a nonconforming use. The applicant proposes to add a new overhead door, which will remove the site's nonconforming status. Therefore, the current request will bring the property into conformance with the Zoning Ordinance.

The site is located along Southfield Road, west of River Drive, and east of Elliot Avenue. There is a party store to the east of the property and a vacant lot to the west side of the property. The rear of the building abuts a 16-ft. public alley that is unimproved. The site is served by a 6-ft. concrete sidewalk along Southfield Road, and there is an existing parking lot onsite.

Recommended that the City of Lincoln Park Planning Commission approve the site plan numbered PPC20-0009, proposing an auto repair facility at 471 Southfield Road and consisting of the pages and revision dates found under 'Site Plan Documents' above, based on the finding that the proposal substantially complies with the requirements of §1296.01. This approval is conditional upon the

submittal, within 45 days of the date of this report, of a revised Site Plan resolving the items noted above and subject to administrative review and approval.

Moved by: Persinger

Supported by: Duprey

Yay's: Palmer, Kissel, Horvath, Persinger, Duprey

Nay's: None

Motion Approved

**(E) PUBLIC HEARING: 471 SOUTHFIELD – AUTO REPAIR**

Public Hearing opened at 8:08 p.m.

Seeing no public comment and hearing no public comment.

Public Hearing closed at 8:10 p.m.

**(F) SPECIAL LAND USE: 471 SOUTHFIELD – AUTO REPAIR**

The applicant proposes to obtain Special Land Use approval to allow for an automotive repair facility at 471 Southfield Road. The site has been operating as an automotive repair facility for quite some time with no history of planning approvals, and the City has been treating it as a nonconforming use. The applicant proposes to add a new overhead door, which will remove the site's nonconforming status. Therefore, the current request will bring the property into conformance with the Zoning Ordinance. The site is located along Southfield Road, west of River Drive, and east of Elliot Avenue. The proposed use of an automotive repair facility is permitted within the Municipal Business District (MBD) after Special Land Use approval under §1278.03 of the Lincoln Park Zoning Code, and subject to §1294.14.

Recommended that the Lincoln Park Planning Commission grant Special Land Use Approval for an auto repair facility at 471 Southfield Road, as requested in PPC 20-0009, based on an affirmative finding of compliance with the criteria set forth in Section 1262.08 of the Lincoln Park Zoning Code.

Moved by: Persinger

Supported by: Duprey

Yay's: Palmer, Kissel, Horvath, Persinger, Duprey

Nay's: None

Motion Approved

**6. NEW BUSINESS**

**A. SITE PLAN REVIEW: 2962 FORT ST - OFFICE**

The proposed project is an office for an investment company. The site was previously used as a print shop, and the proposed office will re-occupy the existing building.



The existing 1,470 sq. ft. building is located on a 0.05-acre parcel situated on Fort Street between Progress and Detroit Avenues. There is a shared parking lot north of the building with an ingress on Progress Avenue and egress on Fort Street. There is also on street parking along Fort Street. There is an alley west of the building which separates it from the single-family residential neighborhood. The building is served by an existing 6-ft. concrete sidewalk on Fort Street, and a 4.5-ft. sidewalk abutting the parking area along Progress Avenue. The front of building facing Fort Street has a low retaining wall with evergreen shrubs. There are two bus stops near the site, one 400 ft. south of the building and the other less than 200 ft. east of the building.

Recommended that the City of Lincoln Park Planning Commission approve the site plan numbered PPC20-0004, proposing an office at 2962 Fort Street and consisting of the pages and revision dates found under 'Site Plan Documents' above, based on the finding that the proposal substantially complies with the requirements of §1296.01. This approval is conditional upon the submittal, within 45 days of the date of this report, of a revised Site Plan resolving the items noted above and subject to administrative review and approval.

Moved by: Duprey

Supported by: Persinger

Yay's: Palmer, Kissel, Horvath, Persinger, Duprey

Nay's: None

Motion Approved

#### **B. SITE PLAN REVIEW: 3516 FORT ST - OFFICE**

The proposed project is an office for an electric company. The site was previously used as a medical facility, and the proposed office will re-occupy the existing building.

The existing 2,700 sq. ft. building is located on a 0.19-acre parcel situated on Fort Street between Liberty and New York Avenues. There is a parking area on the north side of the building with room for 18 spaces, with an ingress via Fort Street and egress via the public alley. There is also on-street parking available along Fort Street. The public alley west of the building separates it from the single-family residential neighborhood. The building is served by an existing 6-ft. concrete sidewalk on Fort Street. There are two bus stops near the site, one ~350 ft. south of the building and the other ~250 ft. northeast of the building.

Recommended that the City of Lincoln Park Planning Commission approve the site plan numbered PPC21-0052, proposing an office at 3516 Fort Street and consisting of the pages and revision dates found under 'Site Plan Documents' above, based on the finding that the proposal substantially complies with the requirements of §1296.01. This approval is conditional upon the submittal, within 45 days of the date of this report, of a revised Site Plan resolving the items noted above and subject to administrative review and approval.

Moved by: Palmer

Supported by: Duprey

Yay's: Palmer, Kissel, Horvath, Persinger, Duprey

Nay's: None

Motion Approved

**POLICY REVIEW AND DISCUSSION**

**A. Southfield Road Corridor Study**

A joint study between the City of Ecorse and City of Lincoln Park. There will be a meeting on December 13, 2021 at 6 p.m. for both Cities.

**B. Rezoning Rewrite**

The building official, John Meyers sites many current difficulties with the zoning ordinance and is proposing changes.

Recommend the approval to the LP city council for the issuance of a request for a proposal for a zoning ordinance rewrite.

Moved by: Persinger

Supported by: Duprey

**MOTION APPROVED**

**EDUCATION AND TRAINING**

A. See November Planning Report

**REPORTS FROM DEPARTMENTS AND OTHER BOARDS AND COMMISSIONS**

John Meyers reported that Carl Malysz of the DDA is preparing a Southfield Corridor Report. He also mentioned several trainings were going on that member of the planning commission may want to attend.

**PUBLIC COMMENTS**

None.

**COMMENTS FROM PLANNING COMMISSIONERS**

Chuck P and Joe P. – comments on behavior of commissioners. Comments on Southfield Study.

**ADJOURNMENT**

Moved by: Horvath to adjourn

Supported by: Duprey

**MOTION CARRIED unanimously**

Meeting adjourned at 9:21 p.m.



MICHAEL HORVATH, Secretary

1125 Fort – Indoor Recreation

## Site Plan Review

Applicant	Kassem Baydoun, represented by Hadla Design Architects
Project	Indoor Recreation
Address	1125 Fort Street, Lincoln Park, MI 48146
Date	December 8, 2021
Request	Site Plan Review

### 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 proposed project is an indoor recreation facility, which includes a firing range and retail of firearms. The site consists of the vacant VFW Hall and a large parking lot in the rear of the building.

#### Site Conditions

The site is located at the corner of Fort Street and Montie Road. Ecorse Creek runs to the northeast of the property, and the property is within the 100-year and 500-year floodplains. The site is served by a 20-ft. concrete sidewalk along Fort Street and an 8-ft. sidewalk along Montie

Road. There is a bus stop and shelter immediately in front of the building along Fort Street, and there is an existing parking lot onsite.

**Master Plan**

*Future Land Use Classification*

The future land use classification for the site is General Commercial. The proposed use of an Indoor Recreation Facility is consistent with the designation.

*Intent; Desirable Uses and Elements*

The General Commercial land use is intended to provide retail goods and services on a city-wide scale as well as a regional scale that draw customers from within and outside the City. This land use is an appropriate location for automobile-oriented uses such as restaurants, gas stations with or without convenience stores, minor auto repair shops, and car washes that comply with special design standards that are not appropriate in other City areas such as the downtown.

**Land Use and Zoning**

*Zoning*

The site is zoned Regional Business District (RBD). The proposed uses of an Indoor Recreation Facility is a principal permitted use under section 1282.02(l).



Figure 2: Zoning Map

*Proposed and Existing Uses*

<b>Site</b>	Vacant; Regional Business District (RBD)
<b>North</b>	Commercial; Regional Business District (RBD)
<b>East</b>	Commercial; Regional Business District (RBD), Community Service District (CSD)
<b>South</b>	Residential; Multiple Family Residential District (MFRD)
<b>West</b>	Commercial; Neighborhood Business District NBD



Figure 3: Flood Hazard Overlay Map

**Site Plan Documents**

The following site plan drawings have been used to perform this review and are part of the public record.

Page	Sheet Title	Original Date	Last Revision
SP101	Title Page; Demo Arch. Site Plan	11/11/2021	–
SP102	Proposed Arch. Site Plan	11/11/2021	–
SP103	Proposed Site Lighting/Photometric Plan	11/11/2021	–
LP-1	Proposed Landscape Planting Plan	11/11/2021	–
C-1	Topographic Survey	11/12/2021	–
C-2	Grading/Paving Plan	11/12/2021	–
C-3	Utility Plan	11/12/2021	–
A101	Proposed Floor Plan	11/11/2021	–
A201	Proposed Elevations	11/11/2021	–

### Dimensional Standards

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

	Required	Provided	Compliance
<b>Lot Width</b>	Min. 40 ft.	53.52 ft. at Fort St.	<b>Met</b>
<b>Street Frontage</b> (§1294.09)	Shrubbery and low retaining walls 2 ½' < height < 8'	No proposed low retaining walls; branches of existing tree in planter box on Fort St. are higher than 8 ft.	<b>Met</b>
<b>Lot Area</b>	Min. 4,000 sq. ft.	67,086 sq. ft.	<b>Met</b>
<b>Lot Coverage</b>	Max. 50%	~15%	<b>Met</b>
<b>Height</b>	Two story; 25 ft.	One story; 19' 5"	<b>Met</b>
<b>Setback – Front</b>	30 ft.	Fort St.: 50 ft. Montie Rd.: 0 ft.	<b>Partially Met</b>
<b>Setback – Sides</b>	10 ft. from adjacent property line	4.5 ft. to north	<b>NOT MET</b>
<b>Setback – Rear</b>	25 ft.	260 ft.	<b>Met</b>

The existing site meets all dimensional standards except for the front setback on Montie Road and the side setback to the north. Because this is an existing site, the City has historically permitted these conditions to remain.



### 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"> <li>• Building mass, height, bulk and width-to-height ratio within 50-150% of buildings within 500'</li> </ul>	Met
<ul style="list-style-type: none"> <li>• Architectural variety</li> <li>• Similar materials and entrances to buildings within 500'</li> </ul>  <p>Figure 4: Fort Street looking north.</p>  <p>Figure 5: Fort Street looking south.</p>	Met
<ul style="list-style-type: none"> <li>• 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)  <u>West Elevation (front on Fort St): 63% masonry (1,032/1,641)</u> <ul style="list-style-type: none"> <li>○ Painted Brick: ~ 1,032 sf</li> <li>○ Metal Siding: ~541 sf</li> <li>○ Stone Veneer: ~68 sf</li> <li>○ Total Area: ~1,641 sf</li> </ul> <u>North Elevation (side): 100% masonry</u> <ul style="list-style-type: none"> <li>○ Painted Brick: ~421 sf</li> <li>○ Painted CMU: ~2,020 sf</li> <li>○ Total Area: ~2,441 sf</li> </ul> <u>East Elevation (rear – main entrance): 7% masonry (127/1,740)</u> <ul style="list-style-type: none"> <li>○ Painted Brick: ~127 sf</li> <li>○ Metal Siding: ~1,242 sf</li> <li>○ Stone Veneer: ~371 sf</li> <li>○ Glass Windows + Doors (exempt): ~73 sf</li> <li>○ Total Area: ~1,813 sf</li> </ul> <u>South Elevation (side on Montie Rd.): 30% masonry (729/2,463)</u> <ul style="list-style-type: none"> <li>○ Painted Brick: ~729 sf</li> <li>○ Metal Siding: ~1,486 sf</li> <li>○ Stone Veneer: ~248 sf</li> <li>○ Total Area: ~2,463 sf</li> </ul> </li> </ul>	NOT MET

Required	Compliance
<ul style="list-style-type: none"> <li>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)</li> <li>Natural colors (bright for decorative features only). <i>Natural brick, white and grey</i></li> </ul>	
<ul style="list-style-type: none"> <li>Façade: &lt;100' uninterrupted</li> <li>If &gt;100' = recesses, off-sets, angular forms, arches, colonnades, columns, pilasters, detailed trim, brick bands, contrasting courses of material, cornices or porches</li> <li>All sides similar</li> </ul>	Met
<ul style="list-style-type: none"> <li>Windows: vertical, recessed, visually obvious sills <i>Windows only present at rear.</i></li> <li>Spaces between windows = columns, mullions, or material found elsewhere on façade</li> <li>Front facades &gt; 25% windows <i>0% transparency on both Fort St. &amp; Montie Rd</i></li> <li>Size, shape, orientation, spacing to match buildings within 500'</li> </ul>	NOT MET
<ul style="list-style-type: none"> <li>Main entrances: doors larger</li> <li>Framing devices (overhangs, recesses, peaked roof forms, porches, arches, canopies, parapets, awnings, display windows, accent colors, tile work, moldings, pedestrian-scale lighting, distinctive door pulls) <i>Door pulls, peaked roof, larger windows in front.</i></li> </ul>	Met
<ul style="list-style-type: none"> <li>Pitched / shingled roof forms suggested; overhanging eaves with slope of 0.5 to 1 <i>Flat roof</i></li> <li>Rooflines &gt;100' = roof forms, parapets, cornice lines</li> <li>Roof-top mechanical equipment screened by roof form. <i>Existing mechanical equipment located on the roof appears to be screened.</i></li> </ul>	Partially Met

The building materials and transparency (windows) do not meet the standards but may be preserved so long as the nonconformity is not increased. As the proposal does not include changes to the building façade, the City has historically permitted existing façade conditions to remain.

**Items to be addressed**

None

**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; however, the existing tree in the planter along Fort Street will remain.

**Items to be addressed**

None

**SIDEWALKS, PEDESTRIAN AND BICYCLE CIRCULATION**

*The arrangement of public or common ways for vehicular and pedestrian circulation shall be connected to existing or planned streets and sidewalks/ pedestrian or bicycle pathways in the area. There shall be provided a pedestrian circulation system which is separated from the vehicular circulation system. In order to ensure public safety, special pedestrian measures, such as crosswalks,*

crossing signals and other such facilities may be required in the vicinity of primary and secondary schools, playgrounds, local shopping areas, fast food/ service restaurants and other uses which generate a considerable amount of pedestrian or bicycle traffic.

The site is served by a 20-ft concrete sidewalk along Fort Street and an 8-ft. sidewalk along Montie Rd., which provides pedestrian circulation separated from the vehicular circulation. The existing sidewalk appears to have some cracks, and the applicant must bring it up to City standards. There is a bus stop along Fort Street immediately in front of the building, and there are no bicycle facilities along the ROW or bicycle parking facilities proposed.

**Items to be addressed**

- Applicant shall ensure that existing and new concrete sidewalks are brought up to City standards.

**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
Firing Range (closest comparable use is a bowling alley, which is based on lanes)	Two (2) for each firing lane (2 people is the maximum number at a lane at any time) <i>10 shooting stalls = 10 x 2 = 20 spaces</i>	44 spaces	<b>Met</b>
Retail	One (1) for every two-hundred-fifty (250) square feet of gross floor area. <i>Retail area = ~2,276 sf 5,094 / 250 = 20 spaces</i>		
TOTAL	40 spaces required		

	Required	Proposed	Compliance
<b>Parking Area Type B</b> §1290.05	Adequate means of ingress and egress shall be provided and shown	3 existing curb cuts will be removed; there will be one ingress / egress point on Montie Rd.	<b>Met</b>
	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	Parking area will be resurfaced with new asphalt.	<b>Met</b>
	Concrete curbs and gutters	Concrete curbs and gutters are indicated on the site plan. Details provided on sheet C-2.	<b>Met</b>
	When adjoining residential property and/or a residential street or alley: 6' solid masonry wall, ornamental on both sides, with bumper guards	There is a multi-family housing complex across Montie Rd.; however, a large parking area	<b>N/A</b>



	Required	Proposed	Compliance
	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.	for the 9-story apartment complex separates the residential use. Furthermore, because of the existing floodplain onsite, there is no space for a wall and additional structures should not be added to a floodplain for the purposes of flooding mitigation.	
	Entrance only from the adjoining principal use or adjoining alley; no use of street for backing or maneuvering	Ingress/egress only from Montie Rd.; there is ample space in the parking lot for 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.	No parking spaces directly abut sidewalks or right-of-ways; entire parking area is curbed.	Met

Items to be addressed

None

**BARRIER-FREE ACCESS**

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

Required Spaces	Required Barrier-Free Spaces	Proposed Barrier-Free Spaces	Compliance
26 to 50	2	2	Met

Items to be addressed

None

**LOADING**

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

Gross Floor Area	Loading Spaces – Required	Loading Spaces – Provided	Compliance
5,001 to 20,000	1	10' x 50' loading space provided on east side of building.	Met

## Items to be addressed

*None*

## ACCESS, DRIVEWAYS, AND VEHICULAR CIRCULATION

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

The standards of this section shall be applied to the following major traffic routes (arterials) identified in the City of Lincoln Park Comprehensive Development Plan: Southfield Rd., Fort St., Dix Ave., and Outer Dr.

Access to the site is from Montie Road; therefore, the standards of this section do not apply.

## EMERGENCY VEHICLE ACCESS

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

Emergency vehicles may access the building via Montie Road and Fort Street. The Lincoln Park Police Department has reviewed this plan and indicates no outstanding issues.

## 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	Sidewalk directly abuts street for both Fort St. & Montie Rd; 10-ft. greenbelt between parking lot and sidewalk.	Met as possible
	1 tree and 4 shrubs per 40' of street frontage <i>Fort St. (53') + Montie Rd. (473') = 526'</i> <i>526' of frontage = 13 trees and 52 shrubs</i> <i>30% Redevelopment Standard = 4 trees and 16 shrubs</i>	1 Elm tree, 1 Honeylocust tree, 2 Cumulus Allegheny Serviceberry trees, 22 Red Chokeberry shrubs, 36 Red Head Fountain Grass (N/A) TOTAL: 4 trees, 22 shrubs	Met
	Where headlights from parked vehicles will shine into the ROW, may require a totally obscuring hedge	Landscaping proposed between parking lot and Montie Rd.	Met
Interior Landscaping	10% of total lot area landscaped, including groundcover <i>(~67,086 sf*0.1) = 6,709 sf landscaping</i> <i>30% Redevelopment Standard = 2,013 sf landscaping</i>	~36,500 sf of lot area will be landscaped.	Met
	Interior landscaping to be grouped near entrances, foundations, walkways, service areas	Proposed plantings grouped near entrances and sidewalks.	Met
	1 tree per 400 sf of required landscaping and 1 shrub per 250 sf of required landscaping <i>30% Redevelopment Standard = 5 trees and 8 shrubs</i>	2 Tulip trees, 3 Cumulus Allegheny Serviceberry trees, 2 Fastigiata Maidenhair trees, 36 Abbottswood Shrub Cinquefoil, 12 Andorra Spreading Juniper, 14 Pee Wee Oakleaf Hydrangea, 13 Gro-Low Fragrant Sumac, 12 Desiformis Yew, 20 Everlow Yew, 142 Happy Returns Daylily (N/A) TOTAL: 7 trees, 107 shrubs	Met
Parking Lot	1 deciduous or ornamental tree per 10 parking spaces <i>44 parking spaces = 4 trees</i> <i>30% Redevelopment Standard = 1 tree</i>	1 Fastigiata Maidenhair tree	Met
	100 sf of planting area per tree	>100 sf of planting per tree	Met
Screen	Waste receptacle: Decorative masonry wall of at least 6' with solid or impervious gate	6' CMU wall proposed to screen dumpster.	Met

	Required	Proposed	Compliance
	Abutting residential: greenbelt, 15' with 5' evergreens (PC may waive); solid 6' masonry wall ornamental on both sides	N/A	N/A

The proposed landscaping plan meets and exceeds 30% of the landscaping requirements, which is more than sufficient for the redevelopment of an existing site.

**Items to be addressed**

*None*

**SOIL EROSION CONTROL**

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

All erosion and sedimentation measures are under the jurisdiction of Wayne County.

**Items to be addressed**

- Applicant shall work with the building superintendent, City Engineer, and Lincoln Park Department of Public Services to comply with soil erosion control standards.*
- Applicant shall obtain a Soil Erosion and Sedimentation permit from 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. No new water line or sanitary sewer systems are proposed for the site. If the existing sanitary sewer is going to be reused, the architect should verify that the existing sanitary service is adequate to handle the required flows for the building’s use. If it is being reused, it is important that the developer realize this existing sanitary service is old and may have reached its life expectancy. It is highly recommended that the existing sanitary sewer service be videotaped to determine the condition of the service lead. If the existing water service is being reused, it is important that the developer realize this existing water service is also old and may have reached its life expectancy. If the existing service is a lead-type service, it will need to be replaced. The design professional must verify the existing water service type, size, and lead capacity and should verify that the existing service is adequate to handle the required flows.

**Items to be addressed**

- The applicant shall verify that the existing sanitary service is adequate to handle the required flows for the building’s use.*
- It is highly recommended that the existing sanitary service be videotaped to determine the condition of the service lead.*

- *Applicant shall verify the existing water service type, size, and lead capacity and shall verify that the existing service is adequate to handle the required flows.*

## STORMWATER MANAGEMENT

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

Stormwater management is under the jurisdiction of Wayne County. Additionally, the site is located within the flood hazard overlay and must comply with the requirements of §1294.36. Plans should indicate the location of the floodplain and elevations, and proof of development permission from all applicable state and federal agencies is also required. Furthermore, no wetlands are currently shown on the site plan. If there are wetlands on the site, the developer must obtain a permit from the Michigan Department of Environment, Great Lakes, and Energy (EGLE).

Per Engineering comments, the proposed storm sewer system may require a permit from the Wayne County Department of Public Services, and the applicant must satisfy their requirements prior to obtaining a City permit. If no permit is necessary, the applicant will need to provide documentation to the City Engineer prior to construction permit review. Additionally, further information is needed regarding the existing catch basin to which the site will discharge its stormwater – invert elevations and existing pipe sizes will be needed for this structure for detailed engineering review.

### Items to be addressed

- *Applicant shall work with the City Engineer to the review stormwater system to determine the appropriate permitting process.*
- *Applicant shall meet the requirements in §1294.36 Flood Hazard Overlay Zone.*
- *Applicant shall indicate the location of the floodplain and elevations on the site plan.*
- *Applicant shall provide proof of development permission in a flood hazard area from all applicable state and federal agencies.*
- *Applicant shall confirm that there are no wetlands on the site. If there are wetlands on the site, the applicant shall obtain a permit from the Michigan Department of Environment, Great Lakes, and Energy (EGLE).*
- *Applicant shall provide additional information (invert elevations and existing pipe sizes) for the existing catch basin at the time of detailed engineering review.*

## 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.*

Manufacturer specifications show that new proposed lighting is downward facing. The Photometric Plan shows that the site meets lighting standards except for on the southern side of the property where the building abuts the property line. Per §1294.31(f) of the Lincoln Park Zoning Code, "in no case shall more than one (1) foot-candle power of light cross a lot line five (5) feet above the ground."

**Items to be addressed**

- Applicant shall ensure that the proposed lighting meets the standards outlined in §1294.31(f) of the Lincoln Park Zoning Code.*

**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.*

Indoor firing ranges have the potential to produce adverse noise impacts. Applicant shall provide documentation for noise mitigation.

**Items to be addressed**

- Applicant shall provide documentation for noise mitigation.*

**MECHANICAL EQUIPMENT**

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

There is existing roof-top mechanical equipment appears to be screened.

**Items to be addressed**

*None*

**SIGNS**

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

Signs shall be permitted by the Building Department in accordance with the Lincoln Park Sign Ordinance. Sign information presented during site plan review is for illustrative purposes only.

**Items to be addressed**

- Applicant shall work with the Building Department to ensure signs comply with the Lincoln Park Sign Ordinance.*

**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.*

The proposed use is expected to generate some quantity of hazardous materials or waste. Applicant shall provide documentation of compliance with State and Federal standards for storage, use, handling, and disposal.

**Items to be addressed**

- Applicant shall provide documentation of compliance with State and Federal standards for storage, use, handling, and disposal of hazardous materials and waste.*

**SITE DESIGN STANDARDS FOR USES PERMITTED AFTER SPECIAL APPROVAL**

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

No additional standards are required for this approval.

**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.*

Fort Street is under the jurisdiction of Wayne County. All work within the right-of-way shall be approved by the Wayne County Road Commission.

**Items to be addressed**

- Applicant to secure all appropriate agency reviews as needed.*

**VARIANCES**

No variances are anticipated from this proposal.

**Items to be addressed**

*None*

## RECOMMENDATIONS

### Findings

The information submitted with this proposal is substantially in compliance with §1296.01, Site Plan Review.

### Conditions

#### Conditions to be Addressed Before Approval Letter is Issued:

- Applicant shall indicate the location of the floodplain and elevations on the site plan.
- Applicant shall ensure that the proposed lighting meets the standards outlined in §1294.31(f) of the Lincoln Park Zoning Code.

#### Conditions of Approval

- Applicant shall ensure that existing and new concrete sidewalks are brought up to City standards.
- Applicant shall work with the building superintendent, City Engineer, and Lincoln Park Department of Public Services to comply with soil erosion control standards.
- Applicant shall obtain a Soil Erosion and Sedimentation permit from Wayne County.
- The applicant shall verify that the existing sanitary service is adequate to handle the required flows for the building's use.
- It is highly recommended that the existing sanitary service be videotaped to determine the condition of the service lead.
- Applicant shall verify the existing water service type, size, and lead capacity and shall verify that the existing service is adequate to handle the required flows.
- Applicant shall work with the City Engineer to the review stormwater system to determine the appropriate permitting process.
- Applicant shall meet the requirements in §1294.36 Flood Hazard Overlay Zone.
- Applicant shall provide proof of development permission in a flood hazard area from all applicable state and federal agencies.
- Applicant shall confirm that there are no wetlands on the site. If there are wetlands on the site, the applicant shall obtain a permit from the Michigan Department of Environment, Great Lakes, and Energy (EGLE).
- Applicant shall provide additional information (invert elevations and existing pipe sizes) for the existing catch basin at the time of detailed engineering review.
- Applicant shall provide documentation for noise mitigation.
- Applicant shall work with the Building Department to ensure signs comply with the Lincoln Park Sign Ordinance.
- Applicant shall provide documentation of compliance with State and Federal standards for storage, use, handling, and disposal of hazardous materials and waste.
- Applicant to secure all appropriate agency reviews as needed.



### Recommendations

I move that the City of Lincoln Park Planning Commission **approve** the site plan numbered PPC21-0047, proposing an indoor recreation facility at 1125 Fort Street and consisting of the pages and revision dates found under 'Site Plan Documents' above, based on the finding that the proposal substantially complies with the requirements of §1296.01. This approval is conditional upon the submittal, within 45 days of the date of this report, of a revised Site Plan resolving the items noted above and subject to administrative review and approval.





**LINCOLN PARK  
GUN SHOP &  
FIRING RANGE**

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1125 FORT ST.  
LINCOLN PARK, MI 48146

COMMISSION  
COMMERCIAL  
INFILL / RENOVATION



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Construction

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SEAL

11/11/2021  
STATE OF MICHIGAN  
MOHAMAD HADLA  
ARCHITECT  
No. 1301071204  
LICENSED ARCHITECT

DATE  
11.11.2021  
PLANNING COMM. REVIEW  
ISSUE

WORK BY  
PROJ. MGR. M. HADLA  
PROJ. TEAM M. HADLA

CHECKED BY M. HADLA

PAGE SIZE  
ARCH D - 24X36  
DRAWING TITLE

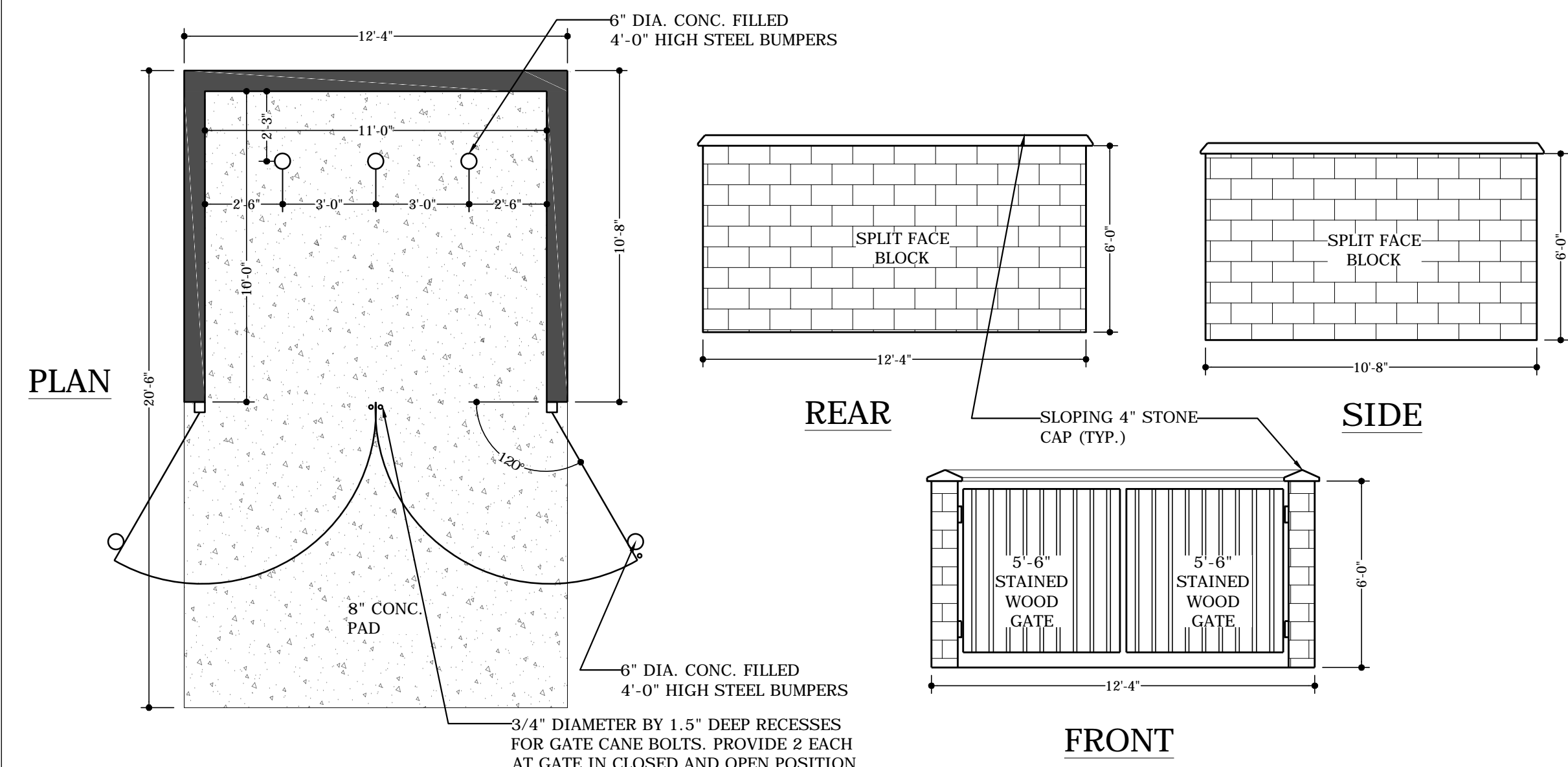
PROPOSED:

• ARCH. SITE PLAN

PROJECT #

DRAWING DIRECTION

DRAWING #



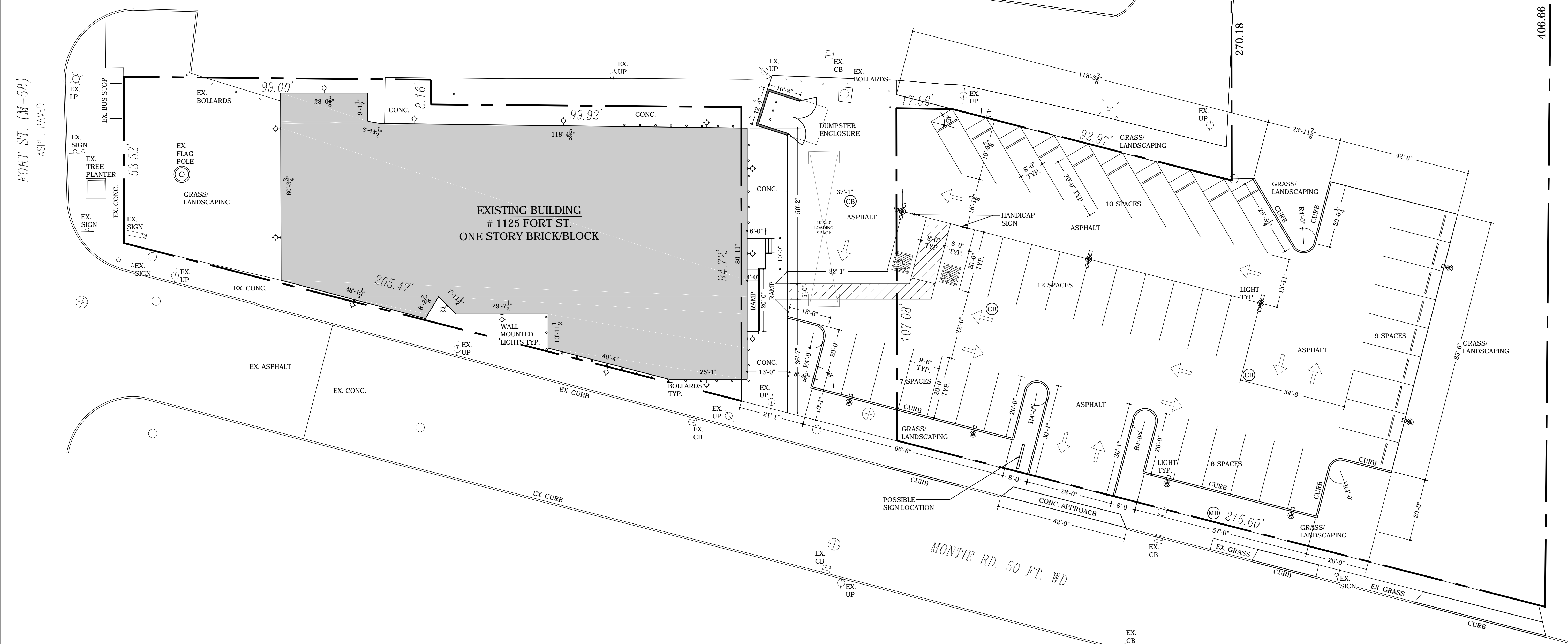
**DUMPSTER ENCLOSURE PLAN / ELEVATIONS**

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

1F

**SITE PLAN NOTES**

ONLY A BOUNDARY SURVEY CAN DETERMINE THE EXACT SIZE AND/OR LOCATION OF THE PROPERTY LINES, THE EXACT BUILDING LOCATION, AND FENCE / SCREEN WALL LOCATIONS. ALL DIMENSIONS ON THIS SITE PLAN MUST BE VERIFIED IN ORDER TO BE DEEMED ACCURATE. ALL CONDITIONS SHOWN ON THIS SITE PLAN ARE NEW UNLESS SPECIFICALLY LABELED AS "EX" FOR EXISTING. ASPHALT THROUGHOUT ENTIRE PARKING LOT TO BE RESURFACED AND RESTRIPEL PER THE PLAN. SEE CIVIL PLANS FOR MORE DETAILS. SEE LANDSCAPING PLAN FOR ALL PLANT AND SOFTSCAPE DETAILS. THE SIGN CONTRACTOR SHALL APPLY FOR A SEPARATE PERMIT FOR SIGNAGE. SIGNS SHALL COMPLY WITH EXTERIOR COLOR STANDARDS AND SIGN REQUIREMENTS.



**PROPOSED ARCHITECTURAL SITE PLAN**

SCALE: 1/16"=1'-0"

1A



Table with columns: ALED's, mA, Type 1, Type 2, Type 3, Type 4, Type 5, Type 6, Type 7, Type 8, Type 9, Watts. Lists various LED specifications.

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Table with columns: ALED's, mA, Type 1, Type 2, Type 3, Type 4, Type 5, Type 6, Type 7, Type 8, Type 9, Watts. Lists various LED specifications.



Universal Arm Mount (SAM) Version Shown.

The VMX-II LED Series offers clean, functional styling that is defined by its sleek, low-profile design and rugged construction. It combines the latest LED technology, advanced LED thermal management and provides outdoor lighting that is both energy efficient and aesthetically pleasing.

The LED's performance and the driver life are maximized by enclosing them in two separate heat sinks and housing. This allows for maximum heat dissipation and maintains the LED's performance and the driver life.

A durable polycarbonate cover (not shown) is guaranteed for five years, and is available in clear or custom colors.

The VMX-II LED Series is an exceptional choice for commercial parking lots, office complexes, industrial projects, and other general lighting projects.

Ordering Information

MODEL OPTICS LEDS CURRENT KELVIN VOLTAGE MOUNTING FINISH OPTIONS OPTIONS OPTIONS

VMX-II T3 Type 1

VMX-II T3 Type 2

VMX-II T3 Type 3

VMX-II T3 Type 4

VMX-II T3 Type 5

VMX-II T3 Type 6

VMX-II T3 Type 7

VMX-II T3 Type 8

VMX-II T3 Type 9

VMX-II T3 Type 10

VMX-II T3 Type 11

VMX-II T3 Type 12

VMX-II T3 Type 13

VMX-II T3 Type 14

VMX-II T3 Type 15

VMX-II T3 Type 16

VMX-II T3 Type 17

VMX-II T3 Type 18

VMX-II T3 Type 19

VMX-II T3 Type 20

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VMX-II T3 Type 76

VMX-II T3 Type 77

VMX-II T3 Type 78

VMX-II T3 Type 79

VMX-II T3 Type 80

Features & Specifications

SNTS

Pole EPA for Square Non Tapered Steel Poles

Table with columns: Pole Height, Maximum Allowable EPA (lb/ft with 15' mast factor), Pole Gauge, Base Plate, Bolt Circle, Anchor Bolts. Lists various pole specifications.

For Direct Burial EPA, consult factory

SITE LIGHTING NOTES

- 1. ALL WALL MOUNTED FIXTURES AND AND LIGHT POLE FIXTURES ARE IES FULL-CUTOFF QUALIFIED (FULLY DOWN SHIELDED).
2. ALL WALL MOUNTED FIXTURES ARE TO BE MOUNTED AT 10'-0" ABOVE PAVEMENT.
3. ALL LIGHTPOLE MOUNTED FIXTURES ARE TO BE MOUNTED AT 20'-0" ABOVE PAVEMENT.



CUTOFF WALLPACK

- Features:
• 100-277V UL ETL driver (5-100-240V meanwell driver) 3A3-AB0VAC
• ETL (cETL) Approval
• Best quality with 5-Years Warranty
• Protective powder coating for lasting appearance
• IP65 rating for outdoor use
• Integrated thermal management system, SINOON Fan (50W/100W)
• Bronze / Black Housing
• Working Temperature is -30~+40; Storage Temperature is -25~+50
• Material: Aluminum + Glass cover (Plastic cover is optional)

Certification



Address: 2145 Warren road, Garden City, Michigan United States

Phone: 1-734-338-6795 sales@greenplanetled.com

Address: 2145 Warren road, Garden City, Michigan

GreenPlanetLED

DLC premium

Replace Watt 40W

Watts 40W

LED Type 5000K

Beam Angle 30°

CRI >80

Carbon Size 405\*205\*45

Replace Watt 150W-200W HID

Lumens per Watt 107-111 lm/W

Replace Watt 60W

Watts 60W

LED Type 5000K

Beam Angle 14°

CRI >80

Carbon Size 415\*205\*45

Replace Watt 150W-200W HID

Lumens per Watt 112-119 lm/W

Replace Watt 90W

Watts 90W

LED Type 5000K

Beam Angle 30°

CRI >80

Carbon Size 150\*200\*45

Replace Watt 60W-200W HID

Lumens per Watt 110-115 lm/W

Address: 2145 Warren road, Garden City, Michigan United States

Phone: 1-734-338-6795 Email: sales@greenplanetled.com

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DATE 11.11.2021 PLANNING COMM. REVIEW

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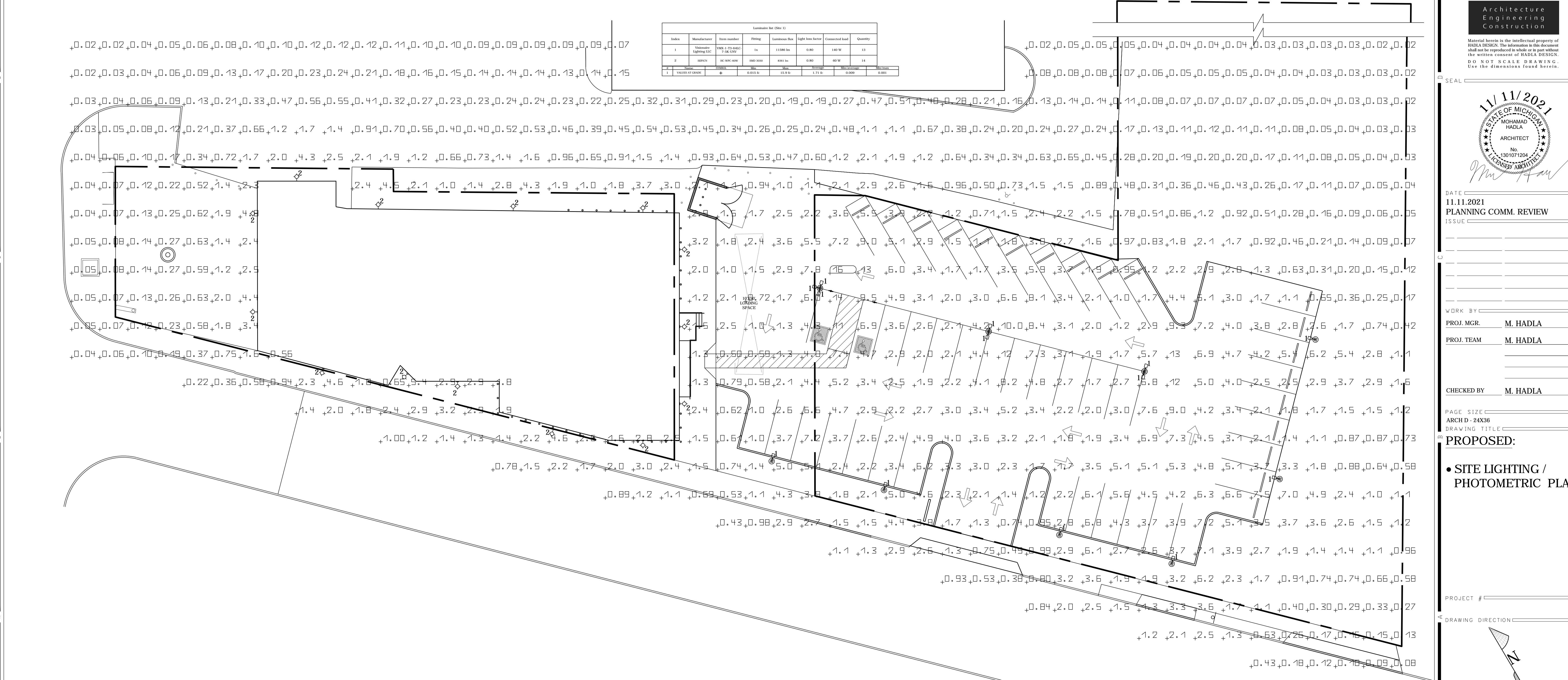
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PAGE SIZE ARCH D - 24X36 DRAWING TITLE PROPOSED:

• SITE LIGHTING / PHOTOMETRIC PLAN

PROJECT # DRAWING DIRECTION

DRAWING # SP103



PROPOSED SITE LIGHTING / PHOTOMETRIC PLAN

SCALE: 1/16"=1'-0"



**LANDSCAPE DEVELOPMENT NOTES:**

**PLANTING**

- Installation of all plant material shall be in accordance with the latest edition of the *American Association of Nurserymen Standards for Nursery Stock* and with the specifications set forth by the City of Lincoln Park, Michigan.
- The plant materials shall conform to the type stated on the plant list. Sizes shall be the minimum stated on the plant list or larger. All measurements shall be in accordance with the latest edition of the *American Association of Nurserymen Standards for Nursery Stock*.
- The plant material shall be nursery grown and inspected by the Owner's representative before planting. The Owner's representative reserves the right to reject any plant material at any time. Plants designated "B&B" shall be balled and burlapped with firm balls of earth.
- Dig shrub pits one foot (1') larger than the shrub rootball, tree pits three (3) times the width of the tree rootball and backfill with one (1) part topsoil and one (1) part soil from excavated pit. Plant trees and shrubs at the same grade level at which they were planted at the nursery. If wet, clay soils are evident, plant trees and shrubs slightly higher.
- The Contractor is responsible for planting the materials at the correct grades and spacing. The plants shall be oriented to give the best appearance.
- When the plant has been properly set, the pit shall be backfilled with the topsoil mixture, gradually filling, patting, and setting with water.
- Trees in lawn areas to have a four foot (4') circle of mulch, four inches (4") deep, and three inches (3") away from the trunk. Shrub beds are to be mulched with shredded bark mulch to a minimum depth of four inches (4"). Only natural color shredded hardwood bark mulch will be accepted.
- Remove all wire, burlap and ties from the top one third (1/3) of tree and shrub root balls and from tree trunks. Remove all non-biodegradable material such as plastic or nylon completely from branches and stems.
- All plant materials shall be pruned and injuries repaired. The amount of pruning shall be limited to the removal of dead or injured limbs and to compensate for the loss of roots from transplanting. Cuts should be flush, leaving no stubs. Cuts over three quarters of an inch (3/4") shall be painted with tree paint. Shrubs along the site perimeter shall be allowed to grow together in a natural form.
- Organic, friable topsoil shall be evenly distributed and fine graded over all areas to receive lawns at uniform depth of four inches (4") after settlement.
- All lawn areas shall be sodded with a Grade A Kentucky Blue Grass blend over the topsoil.
- All plantings shall be completed within three (3) months, and no later than November 30, from the date of issuance of a certificate of occupancy if such certificate is issued during the April 1 thru September 30 period; if the certificate is issued during the October 1 thru March 31 period, the planting shall be completed no later than the ensuing May 31; plantings shall thereafter be reasonably maintained, including permanence and health of plant materials to provide a screen to abutting properties and including the absence of weeds and refuse.
- Backfill directly behind all curbs and along sidewalks and compact to the top of curbs or walk to support vehicle and pedestrian weight without settling.
- All landscape areas, especially parking lot islands and landscape beds next to buildings shall be excavated of all building materials and poor soils to a depth of twelve inches to eighteen inches (12"-18") and backfilled with good, medium-textured planting soil (loam or light yellow clay loam). Add four inches to six inches (4"-6") of topsoil over the fill material and crown a minimum of six inches (6") above the top of curbs and/or walks after earth settling unless otherwise noted on the landscape plan.
- Conversion of all asphalt and gravel areas to landscape planting beds shall be done in the following manner: a. Remove all asphalt, gravel, and compacted earth to a depth of six inches to eighteen inches (6"-18") depending on the depth of the sub base and dispose of off site; b. Call the City for an inspection prior to backfilling; c. Replace excavated material with good, medium-textured planting soil (loam or light yellow clay loam) to a minimum of two inches (2") above the top of the curb and sidewalk, add four inches to six inches (4"-6") of topsoil and crown to a minimum of six inches (6") above the adjacent curb and walk after earth settling, unless otherwise noted on the landscape plan. If conversion from asphalt to landscape occurs in or between an existing landscape area(s), replace excavated material from four inches to six inches (4"-6") below adjacent existing grade with good, medium-textured planting soil (loam or light yellow clay loam) and add four inches to six inches (4"-6") of topsoil to meet existing grades after earth settling.
- Edging shall consist of Ryerson Steel edging, spaded edge, or approved equivalent.
- Elevate the rootballs of Yew shrubs to allow for better drainage.

**MATERIAL**

- Required landscape material shall satisfy the criteria of the American Association of Nurserymen Standards for Nursery Stock and be: a. Nursery grown; b. State Department of Agriculture inspected; c. No. 1 grade material with a straight, unscarred trunk, and well-developed uniform crown (park grade trees will not be accepted); d. Staked, wrapped, watered, and mulched according to the details provided; and e. Guaranteed for one (1) year.
- Topsoil shall be friable, fertile soil of clayloam character containing at least five percent (5%) but not more than twenty percent (20%) by weight of organic matter with a pH range between 6.0 and 7.0. The topsoil shall be free from clay lumps, coarse sand, plant roots, sticks, and other foreign materials.
- The seed mixture shall consist of the following types and proportions: Kentucky Blue Grass blend "Baron/Sheri/Adelphi" @ sixty percent (60%), Chewing Fescue @ twenty-five percent (25%), Creeping Red Fescue @ ten percent (10%), and Perennial Rye Grass @ five percent (5%). Weed content shall not exceed one percent (1%). The mix shall be applied at a rate of 200 pounds per acre.
- Sod shall be two (2) year old "Baron/Sheri/Adelphi" Kentucky Blue Grass blend grown in a sod nursery on loam soil.
- Cobblestone mulch to consist if two inch to four inch (2" - 4") cobbles six inches (6") deep with geotextile fabric beneath.
- Callery Pear (*Pyrus calleryana*) and Norway Maple (*Acer platanoides*) shall not be substituted for any tree species in the plant list. Contact the Landscape Architect for acceptable plant substitutions.

**GENERAL**

- Do not plant deciduous or evergreen trees directly over utility lines or under overhead wires. Maintain a six foot (6') distance from the centerline of utilities and twenty feet (20') from the centerline of overhead wires for planting holes. Call MISS DIG forty-eight (48) hours prior to landscape construction for field location of utility lines.
- The Contractor agrees to guarantee all plant material for a period of one (1) year. At that time, the Owner's representative reserves the right for a final inspection. Plant material with twenty-five percent (25%) die back, as determined by the Owner's representative shall be replaced. This guarantee includes the furnishing of new plants, labor, and materials. These new plants shall also be guaranteed for a period of one (1) year.
- The work shall consist of providing all necessary materials, labor, equipment, tools, and supervision required for the completion as indicated on the drawings.
- All landscape areas including landscape berms, detention pond, and parking lot islands shall be irrigated by an automatic underground irrigation system. Lawns and shrub/landscape areas shall be watered by separate zones to minimize overwatering.
- All written dimensions override scale dimensions on the plans.
- Report all changes, substitutions, or deletions to the Owner's representative.
- All bidders must inspect the site and report any discrepancies to the Owner's representative.
- All specifications are subject to change due to existing conditions.
- The Owner's representative reserves the right to approve all plant material.
- All ground mounted mechanical units shall be screened on three (3) sides with living plant material.

**MAINTENANCE OF GENERAL LANDSCAPE AREAS**

- The Owner of the landscaping shall perpetually maintain such landscaping in good condition so as to present a healthy, neat, and orderly appearance, free from refuse and debris.
- The Owner shall conduct a seasonal landscape maintenance program including regular lawn cutting (at least once per week during the growing season), pruning at appropriate times, watering, and snow removal during winter.
- The Contractor is responsible for watering and maintenance of all seed areas until a minimum of ninety percent (90%) coverage, as determined by the Owner's representative.
- All diseased and/or dead material shall be removed within sixty (60) days following notification and shall be replaced within the next appropriate planting season or within one (1) year, whichever comes first.
- Any debris such as lawn clippings, fallen leaves, fallen limbs, and litter shall be removed from the site on a weekly basis at the appropriate season.
- All planting beds shall be maintained by removing weeds, fertilizing, and replenishing mulch as needed.
- Annual beds shall be kept free of weeds and mulched with sphagnum peat of a neutral pH as needed. Perennial beds shall be kept free of weeds and mulched with fine textured shredded bark as needed. Cut spent flower stalks from perennial plants at regular intervals.
- Utilize snow and ice melting compounds that are safe for plants.

**NOTES for EXISTING PLANT MATERIALS:**

- NOTES ON PLANT MATERIALS:
- Existing Plant Material is italicized and described by the common name. An inventory of the existing plant material is indicated on the drawing. Example: 5" Honeylocust.
  - NEW PLANT MATERIAL IS DENOTED WITH A KEY THAT CORRESPONDS TO THE LIST FOR NEW PLANT MATERIAL ON THE DRAWING. EXAMPLE: 2 ALC.
- NOTES:
- REMOVE EXISTING TREES AT THE GUARDRAIL ALONG THE EAST PROPERTY LINE.
  - THE EXISTING IRRIGATION SYSTEM SHALL BE TESTED AND ADJUSTED TO INSURE THAT IT IS IN GOOD WORKING ORDER.
  - ALL EXISTING GRASS AREAS MUST BE HEALTHY AND FREE OF WEEDS. RESEED ALL DISTURBED LAWN AREAS WITH THE SEED MIX SPECIFIED IN THE NOTES.

**NOTES:**

- STAKE TREES UNDER FOUR INCH (4") CALIPER.
- CONTRACTOR TO VERIFY PERCOLATION OF PLANTING PIT PRIOR TO INSTALLATION.
- SET TOP OF BALL THREE INCHES (3") ABOVE FINISH GRADE.
- SET STAKES VERTICAL & EVENLY SPACED.
- STAKES OR GUYTS TO BE SECURED ABOVE THE FIRST BRANCH.
- DO NOT PRUNE TERMINAL LEADER. PRUNE ONLY DEAD OR BROKEN BRANCHES.
- REMOVE ALL TAGS, STRING, PLASTICS, AND OTHER MATERIALS THAT ARE UNSIGHTLY OR COULD CAUSE DAMAGE.

- STAKE TREE JUST BELOW FIRST BRANCH USING TWO INCH TO THREE INCH (2"-3") WIDE BELT-LIKE MATERIAL OF NYLON, PLASTIC, OR OTHER ACCEPTABLE MATERIAL. (NO WIRE OR HOSE TO BE USED TO GUY TREES.) THREE (3) GUYS EVENLY SPACED PER TREE. REMOVE AFTER ONE (1) WINTER SEASON.
- 2 x 2 HARDWOOD STAKES. POSITION SIX INCHES TO EIGHT INCHES (6"-8") OUTSIDE OF ROOTBALL AND EXTEND EIGHTEEN INCHES (18") BELOW TREE PIT INTO UNDISTURBED SOIL.
- APPLY TREE WRAP AND SECURE WITH A BIODEGRADABLE MATERIAL AT TOP AND BOTTOM. REMOVE AFTER ONE (1) WINTER.
- SHREDDED BARK MULCH OF A NATURAL COLOR AT FOUR INCH (4") MINIMUM DEPTH. LEAVE A THREE INCH (3") CIRCLE OF BARE SOIL AT THE BASE OF THE TREE.
- MOUND TO FORM TREE SAUCER.
- FINISH GRADE SLOPED AWAY FROM TREE.
- CUT AND REMOVE WIRE, BURLAP, AND BINDINGS FROM THE TOP ONE-THIRD (1/3) OF THE ROOTBALL.
- WIDTH OF ROOTBALL ON EACH SIDE.
- PLANTING MIX SHALL BE AMMENDED PER SITE CONDITIONS AND PLANT REQUIREMENTS.
- SCARIFY BOTTOM AND SIDES OF PLANTING PIT TO FOUR INCH (4") DEPTH.

**NOTES:**

- STAKE ALL EVERGREEN TREES UNDER TWELVE FEET (12') HIGH. GUY ALL EVERGREEN TREES TWELVE FEET (12') HIGH AND OVER.
- CONTRACTOR TO VERIFY PERCOLATION OF PLANTING PIT PRIOR TO INSTALLATION.
- NEVER CUT CENTRAL LEADER. PRUNE ONLY TO REMOVE DEAD OR BROKEN BRANCHES.
- SET STAKES VERTICAL AND EVENLY SPACED.
- REMOVE ALL TAGS, STRING, PLASTICS, AND OTHER MATERIALS THAT ARE UNSIGHTLY OR COULD CAUSE GIRDLING.

- STAKE TREE AS INDICATED USING TWO INCH TO THREE INCH (2"-3") WIDE BELT-LIKE MATERIAL OF NYLON, PLASTIC, OR OTHER ACCEPTABLE MATERIAL. (NO WIRE OR HOSE TO BE USED TO GUY TREES.) THREE (3) GUYS EVENLY SPACED PER TREE. REMOVE AFTER ONE (1) WINTER SEASON.
- 2 x 2 HARDWOOD STAKES. POSITION SIX INCHES TO EIGHT INCHES (6"-8") OUTSIDE OF ROOTBALL AND EXTEND EIGHTEEN INCHES (18") BELOW TREE PIT INTO UNDISTURBED SOIL.
- SHREDDED BARK MULCH OF A NATURAL COLOR AT FOUR INCH (4") MINIMUM DEPTH. LEAVE A THREE INCH (3") CIRCLE OF BARE SOIL AT THE BASE OF THE TREE.
- MOUND TO FORM TREE SAUCER.
- FINISH GRADE SLOPED AWAY FROM TREE.
- CUT AND REMOVE WIRE, BURLAP, AND BINDINGS FROM THE TOP ONE-THIRD (1/3) OF THE ROOTBALL.
- PLANTING MIX SHALL BE AMMENDED PER SITE CONDITIONS AND PLANT REQUIREMENTS.
- WIDTH OF ROOTBALL ON EACH SIDE.
- SCARIFY BOTTOM AND SIDES OF PLANTING PIT TO FOUR INCH (4") DEPTH.

**NOTE:**

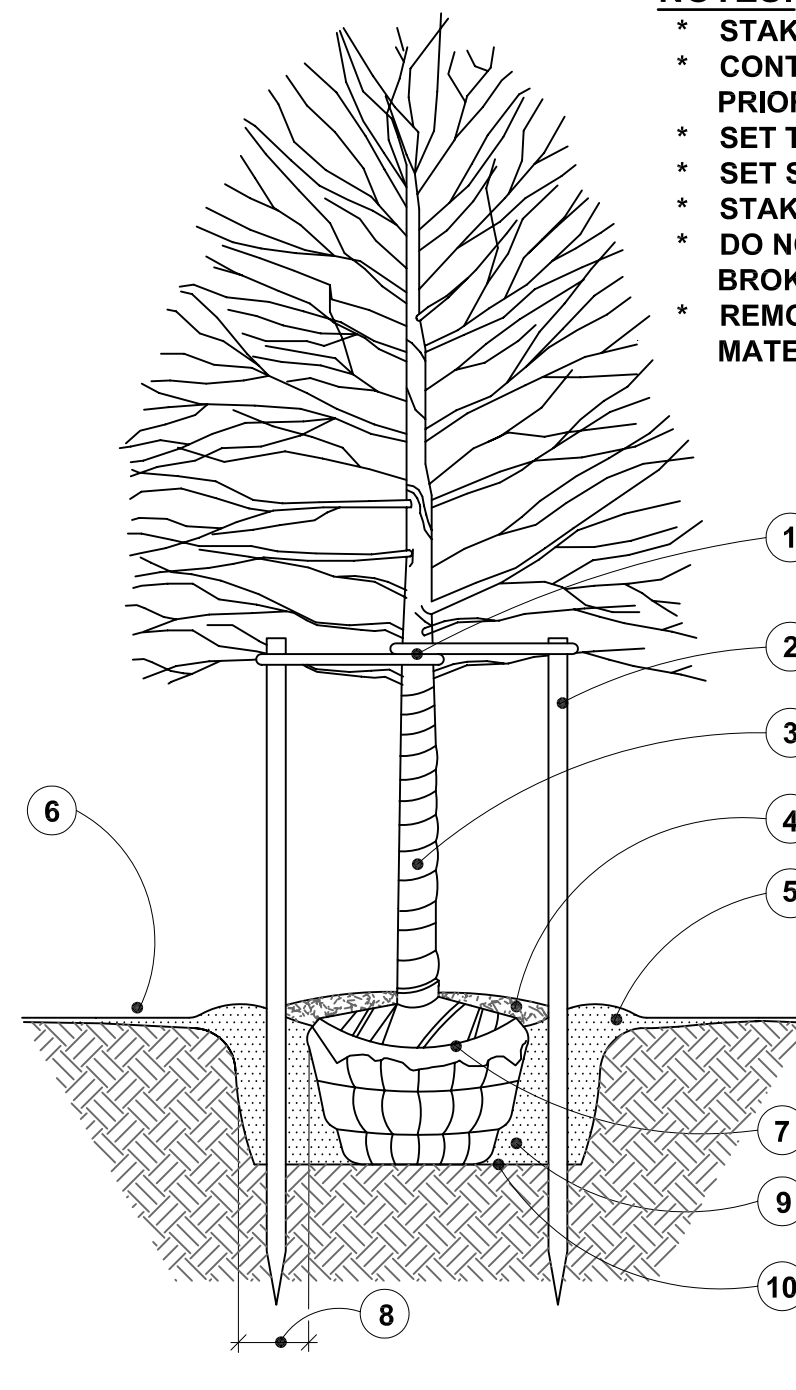
- CONTRACTOR TO VERIFY PERCOLATION OF PLANTING PIT PRIOR TO INSTALLATION.

- SHREDDED BARK MULCH AT FOUR INCH (4") MINIMUM DEPTH. MULCH SHALL BE NATURAL IN COLOR.
- FORM A SAUCER WITH MULCH AND SOIL AROUND SHRUB BED.
- CUT AND REMOVE BURLAP AND BINDINGS FROM THE TOP ONE-THIRD (1/3) OF THE ROOTBALL.
- 3/16" x 4" ALUMINUM EDGING (OR APPROVED EQUIVALENT) OR SPADED EDGE.
- EXCAVATE PLANTING HOLE AND BACKFILL WITH PREPARED PLANTING MIX.
- UNDISTURBED SUBGRADE.
- LAWN.
- SCARIFY SUBGRADE.

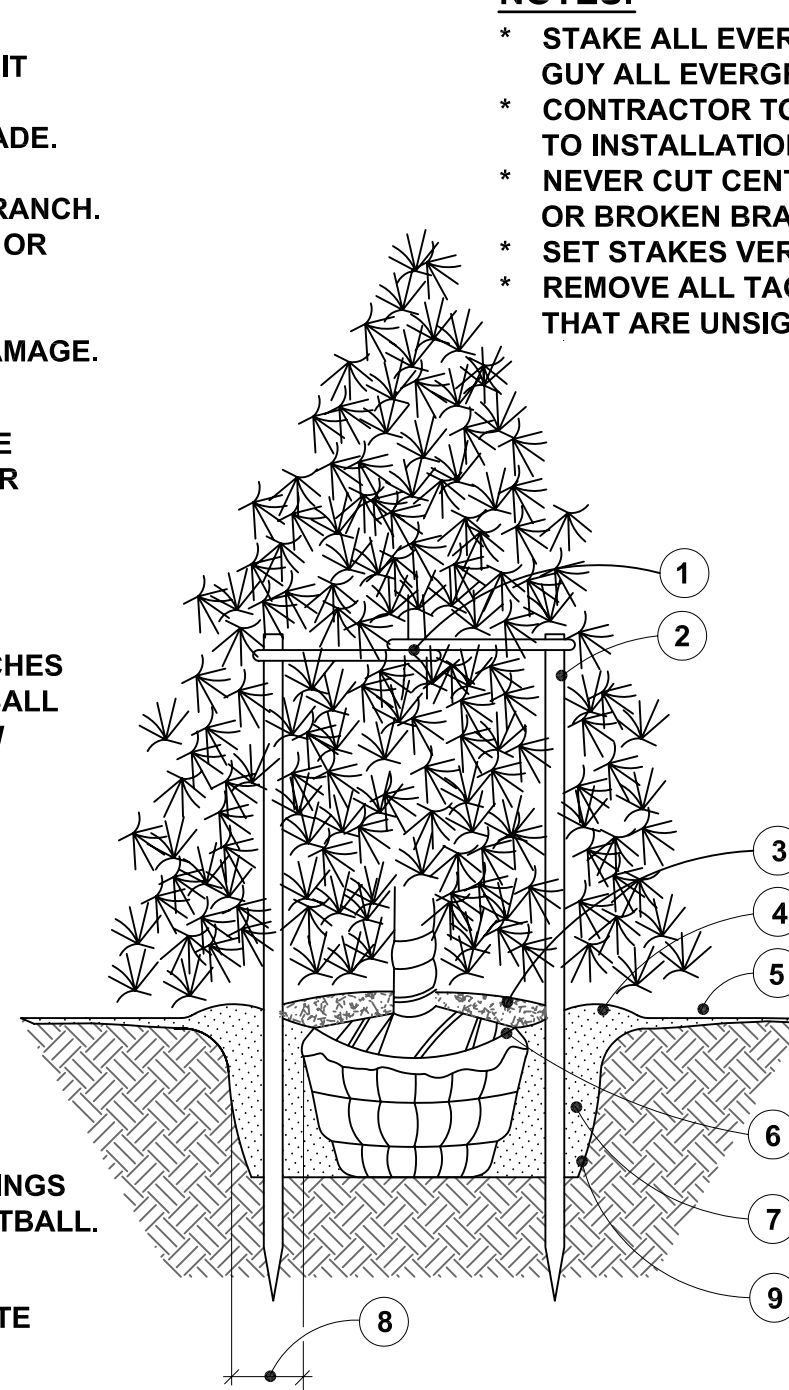
**NOTE:**

- CONTRACTOR TO VERIFY PERCOLATION OF PLANTING PIT PRIOR TO INSTALLATION.
- PERENNIALS TO BE PLANTED UP TO THE EDGE OF THE SAUCER AROUND A TREE OR SHRUB BED.

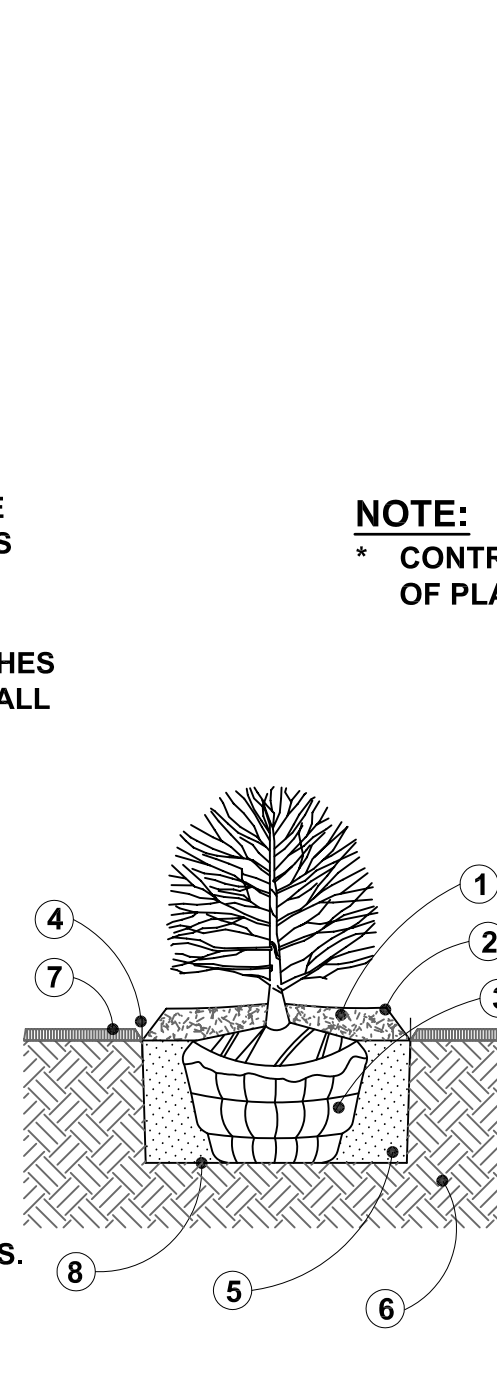
- SEE PLANT LIST FOR SPACING DISTANCE.
- SHREDDED HARDWOOD BARK OF A NATURAL COLOR MULCH AT FOUR INCH (4") MINIMUM DEPTH.
- 3/16" x 4" ALUMINUM EDGING (OR APPROVED EQUIVALENT) OR SPADED EDGE.
- EXCAVATE PLANTING BED AND BACKFILL WITH PREPARED PLANTING MIX AT A TEN INCH (10") DEPTH.
- UNDISTURBED SUBGRADE.
- PLANTING MIX TO CONSIST OF EQUAL PARTS OF SAND, LEAF COMPOST, AND NATIVE SOIL.
- LAWN.



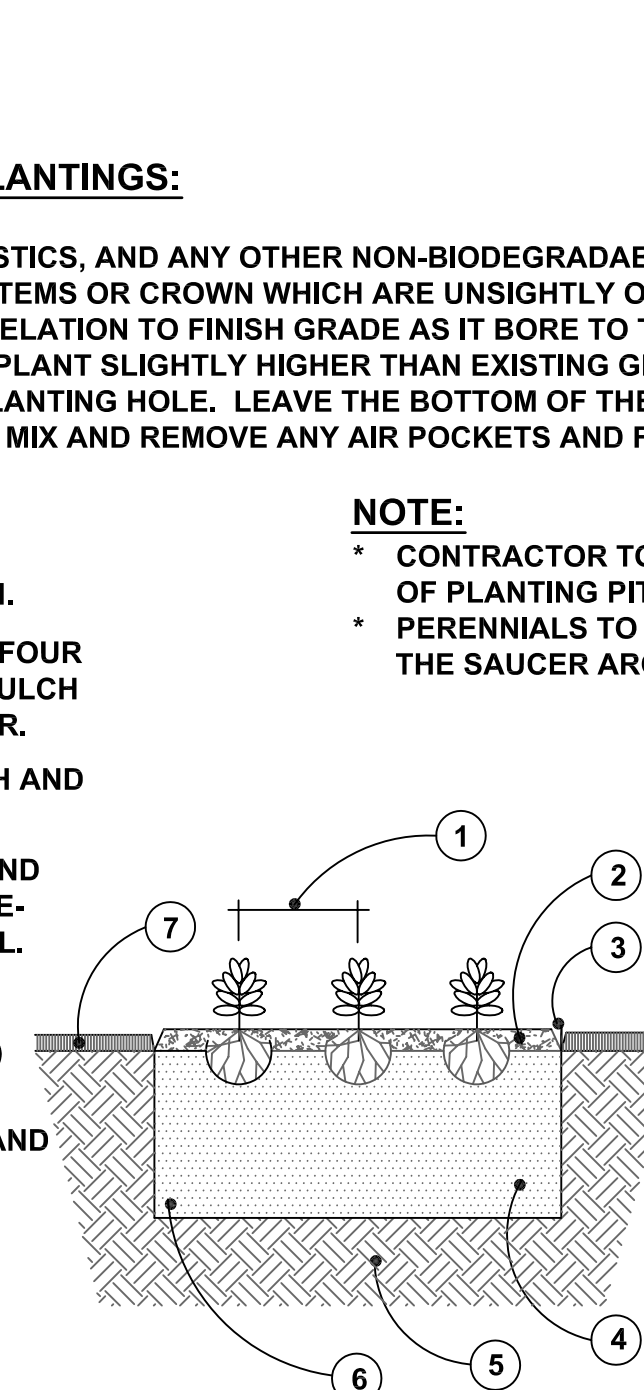
**DECIDUOUS TREE PLANTING DETAILS**



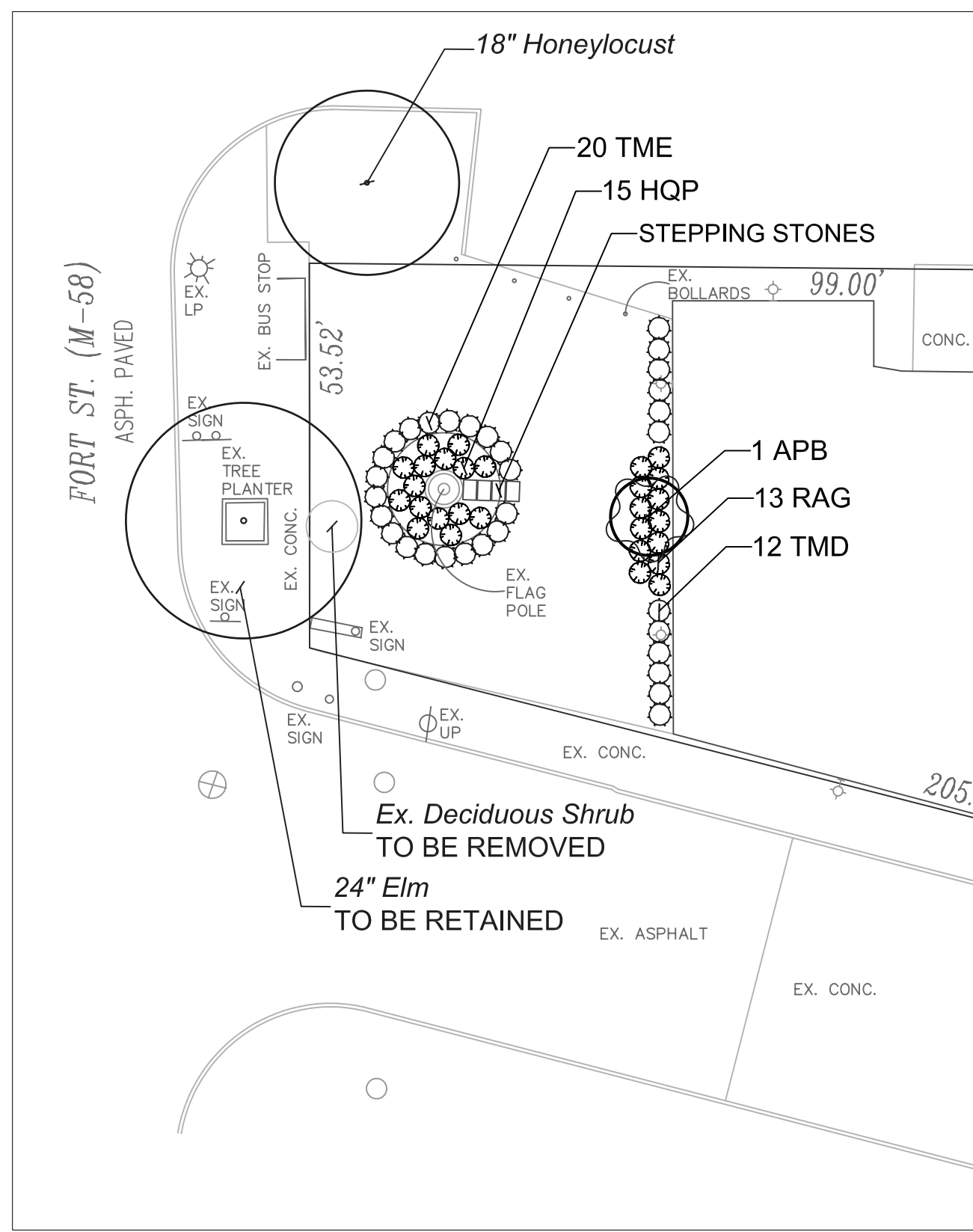
**EVERGREEN TREE**



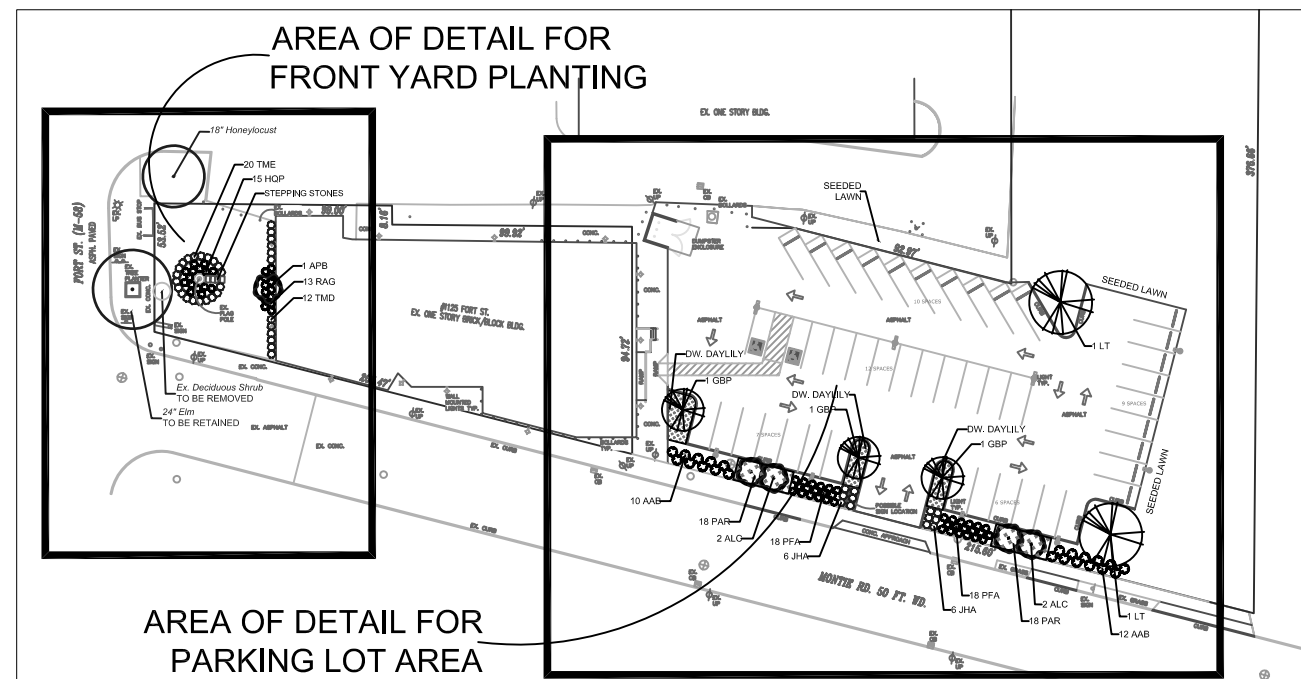
**SHRUB**



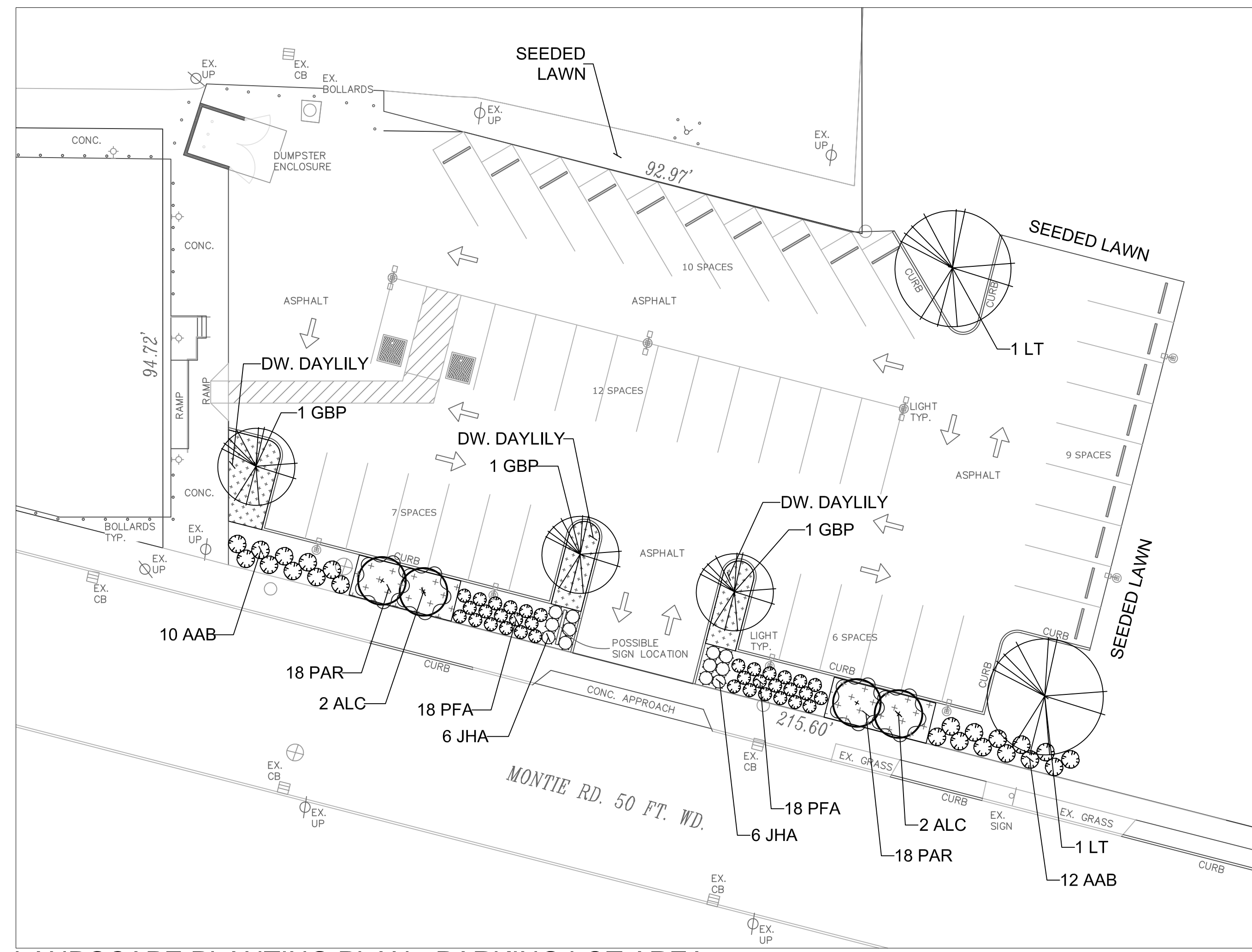
**ANNUAL / PERENNIAL / GROUNDCOVER not to scale**



**FRONT YARD PLANTING PLAN scale: 1" = 20'**



**OVERALL SITE MAP scale: 1" = 80'**

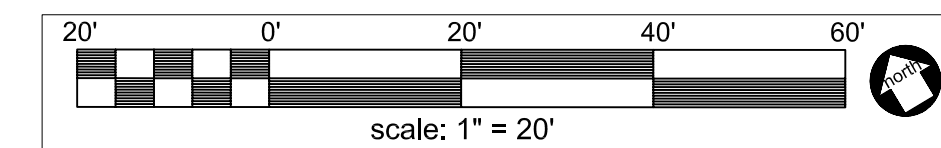


**LANDSCAPE PLANTING PLAN - PARKING LOT AREA scale: 1" = 20'**

**PLANT LIST**

KEY QTY.	BOTANICAL NAME	COMMON NAME	SIZE
<b>PARKING LOT &amp; GREENBELT PLANTING</b>			
AAB 22	<i>Aronia arbutifolia</i> 'Brilliantissima'	Brilliantissima Red Chokeberry	2" cal. B&B
ALC 4	<i>Amelanchier laevis</i> 'Cumulus'	Cumulus Alleghany Serviceberry	2" cal. B&B
GBP 3	<i>Gingko biloba</i> 'Princeton Sentry'	Fastigate Maidenhair Tree	2-1/2" cal. B&B
JHA 12	<i>Juniperus horizontalis</i> 'Andorra'	Andorra Spreading Juniper	24" spr., 3 gal. pot
LT	<i>Liriodendron tulipifera</i>	Tuliptree	2-1/2" cal. B&B
PFA 36	<i>Potentilla fruticosa</i> 'Abbottswood'	Abbottswood Shrub Cinquefoil	24" ht., 3 gal. pot
HHR 142	<i>Hemerocallis</i> sp. 'Happy Returns'	Happy Returns Daylily	1 gal. pot, 30" o.c.
PAR 36	<i>Pennisetum alopecuroides</i> 'Red Head'	Red Head Fountain Grass	1 gal. pot, 30" o.c.
<b>FRONT YARD PLANTING</b>			
APB 1	<i>Acer palmatum</i> 'Bloodgood'	Cumulus Alleghany Serviceberry	2" cal. B&B
HQP 14	<i>Hydrangea quercifolia</i> 'Pee Wee'	Pee Wee oakleaf Hydrangea	24" ht., 3 gal. pot
RAG 13	<i>Rhus aromatica</i> 'Gro-Low'	Gro-Low Fragrant Sumac	24" ht., 3 gal. pot
TMD 12	<i>Taxus x media</i> 'Densiflora'	Densiflora Yew	24" ht. B&B
TME 20	<i>Taxus x media</i> 'Everlow'	Everlow Yew	18" ht. B&B

date: November 10, 2021  
revised: 11-11-2021 Add front yard foundation plantings.



**LANDSCAPE PLAN FOR:**  
Hadla Design Architects  
15244 Michigan Avenue  
Dearborn, Michigan 48126  
(313) 492-5347

**PROJECT LOCATION:**  
Retail Redevelopment  
1125 Fort Street  
Lincoln Park, Michigan

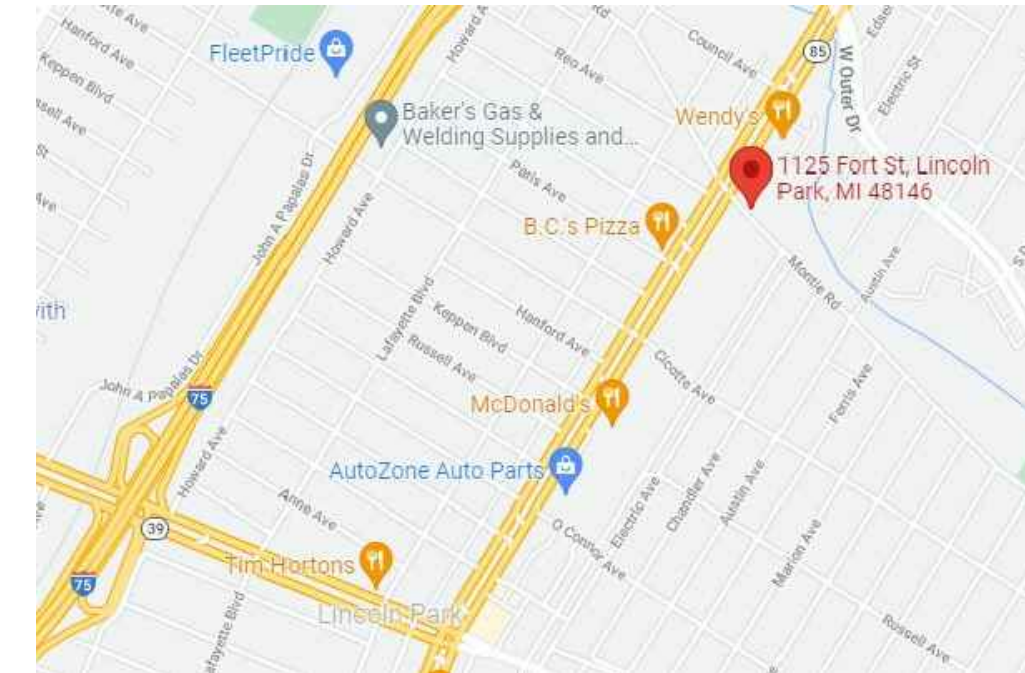
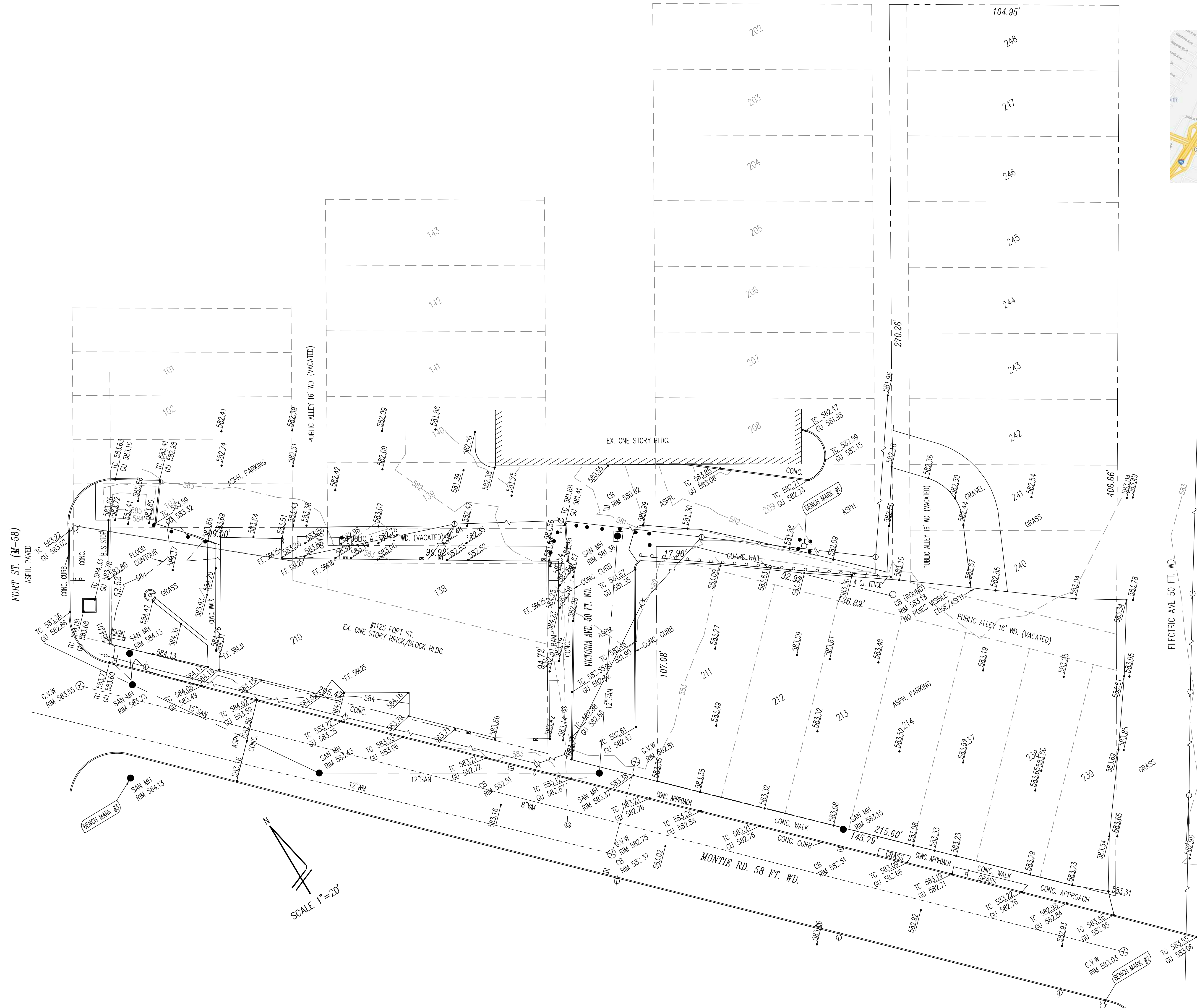
**LANDSCAPE PLAN BY:**  
Nagy Devlin Land Design  
31736 West Chicago Ave.  
Livonia, Michigan 48150  
(734) 634-9208



**LP - 1: LANDSCAPE PLANTING PLAN**

\* Base data provided by Hadla Design Architects.





**PROJECT:**  
 LINCOLN RANGE GUN SHOP  
 & FIRING RANGE

**OWNER:**  
 KASSEM BAYDOUN  
 2036 KINGSBURY AVE.,  
 DEARBORN MI, 48128

**LOCATION:**  
 1125 FORT ST.  
 LINCOLN PARK, MICHIGAN

**A & M CONSULTANTS**

835 MASON, STE B290  
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 FAX:(313) 582-0028

**DRAWN BY:**  
 M.A.

**APPROVED BY:**  
 ADNAN AL-SAATI

**SUBMITTALS**

**REVISIONS:**

PROJECT NO

DATE  
 11/12/2021

SCALE  
 NOTED

SHEET TITLE  
 TOPOGRAPHIC SURVEY

C-1

SEAL  
 STATE OF MICHIGAN  
 ADNAN H. ALSAATI  
 ENGINEER  
 PROFESSIONAL

**LEGEND**

CLEAN-OUT	MANHOLE	EXISTING SANITARY SEWER
HYDRANT	GATE VALVE	EXISTING WATER MAIN
INLET	RYCB	EXISTING STORM SEWER
MANHOLE	CB	EXISTING BURIED CABLES
UTILITY POLE	GUY POLE	EXISTING GAS MAIN
GUY WIRE	GUY WIRE	EXISTING OVERHEAD LINES
EXISTING LIGHT POLE	EXISTING SIGN	
C.O.	MANHOLE	PR. SANITARY SEWER
HYDRANT	GATE VALVE	PROPOSED WATER MAIN
INLET	RYCB	PROPOSED STORM SEWER
MANHOLE	CB	PR. SAND BACKFILL
COMPACT TO 95% MAX. DENSITY		UTILITY CROSSING
A		PR. TOP OF CURB ELEVATION
TC/600.00		PROPOSED GUTTER ELEVATION
GU/600.00		PR. TOP OF WALK ELEVATION
TW/600.00		PR. TOP OF PAVEMENT ELEV.
TP/600.00		PROPOSED FINISH GRADE
FG/600.00		PROPOSED CONTOUR
600		PROPOSED SWALE
		PR. DRAINAGE DIRECTION
		PROPOSED INLET FILTER
		DRAINAGE AREA LIMITS
		PROPOSED SILT FENCE
		LIMITS OF SOIL DISRUPTION

**PAVING LEGEND**

[Pattern]	PROPOSED CONCRETE PAVEMENT
[Pattern]	PROPOSED ASPHALT PAVEMENT

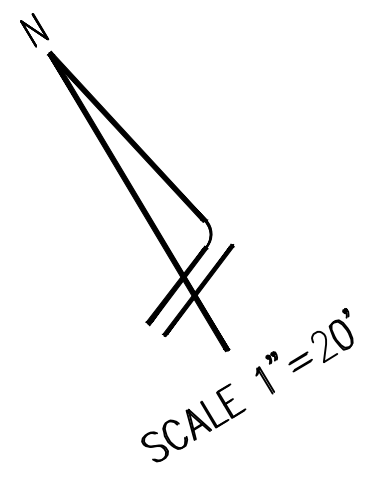
FLOOD ZONE AE  
 FLOOD ELEVATION 583.8

**BENCH MARKS**

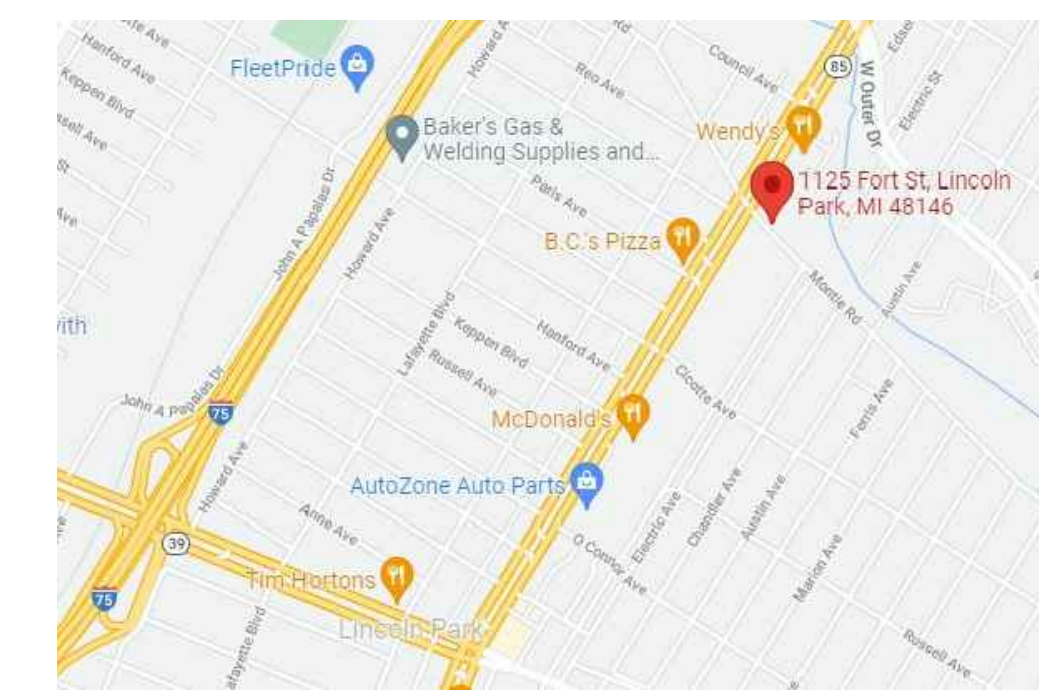
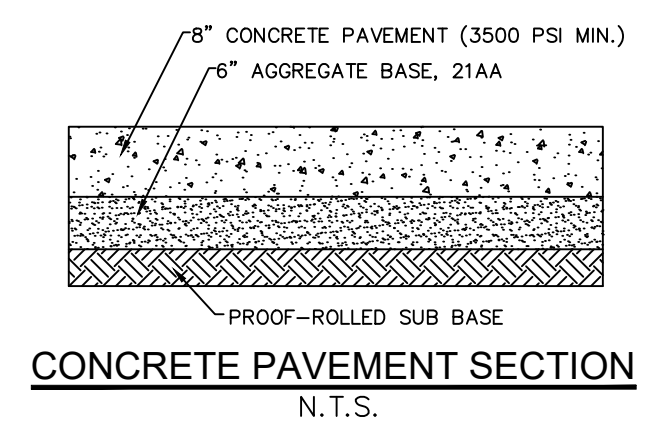
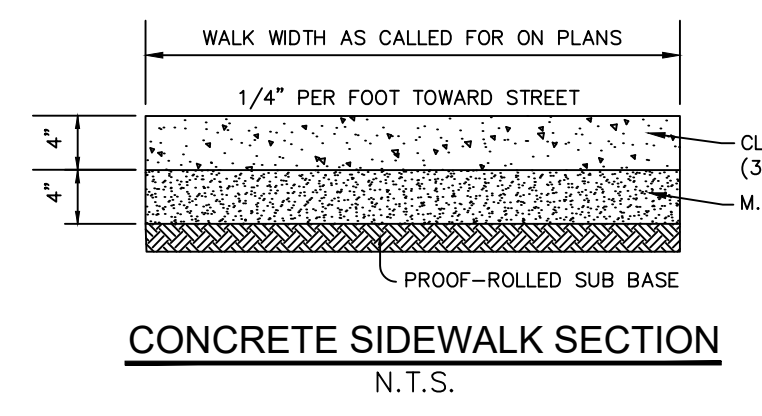
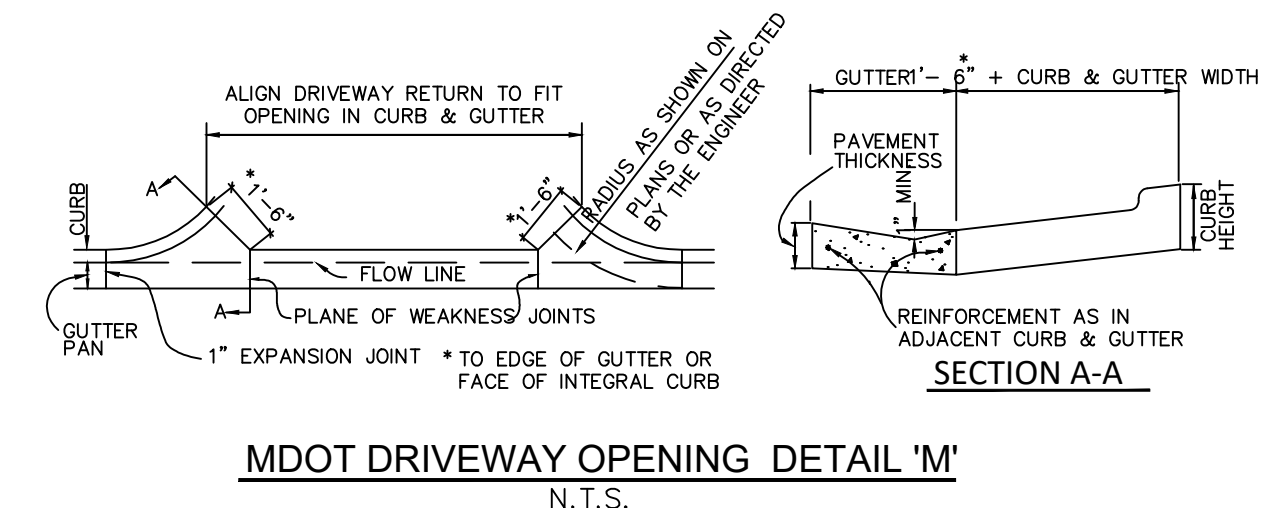
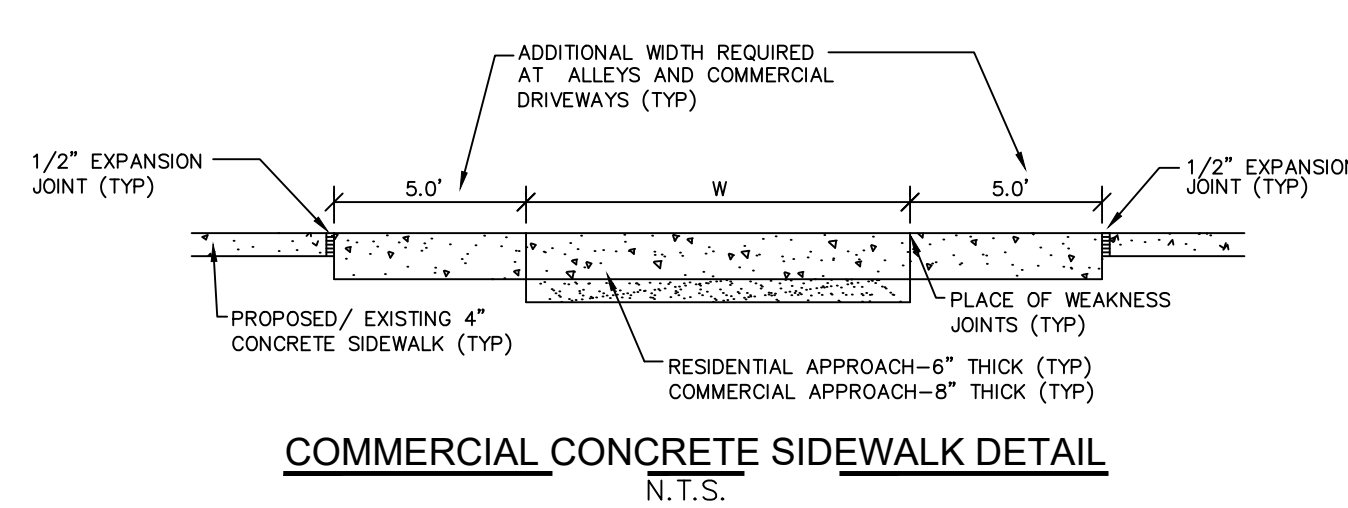
BENCH MARK #1: ARROW ON FIRE HYDRANT  
 ELEVATION= 584.82 (NAVD88)

BENCH MARK #2: ARROW ON FIRE HYDRANT  
 ELEVATION= 586.18 (NAVD88)

BENCH MARK #3: RIM OF SANITARY MANHOLE  
 ELEVATION= 584.13 (NAVD88)







**PROJECT:**  
LINCOLN RANGE GUN SHOP & FIRING RANGE

**OWNER:**  
KASSEM BAYDOUN  
2036 KINGSBURY AVE.,  
DEARBORN MI, 48128

**LOCATION:**  
1125 FORT ST.  
LINCOLN PARK, MICHIGAN

**A & M CONSULTANTS**

835 MASON, STE B290  
DEARBORN, MI 48124  
PH: (313) 582-0022  
FAX: (313) 582-0028

**DRAWN BY:**  
M.A.

**APPROVED BY:**  
ADNAN AL-SAATI

**SUBMITTALS**

**REVISIONS:**

**PROJECT NO**

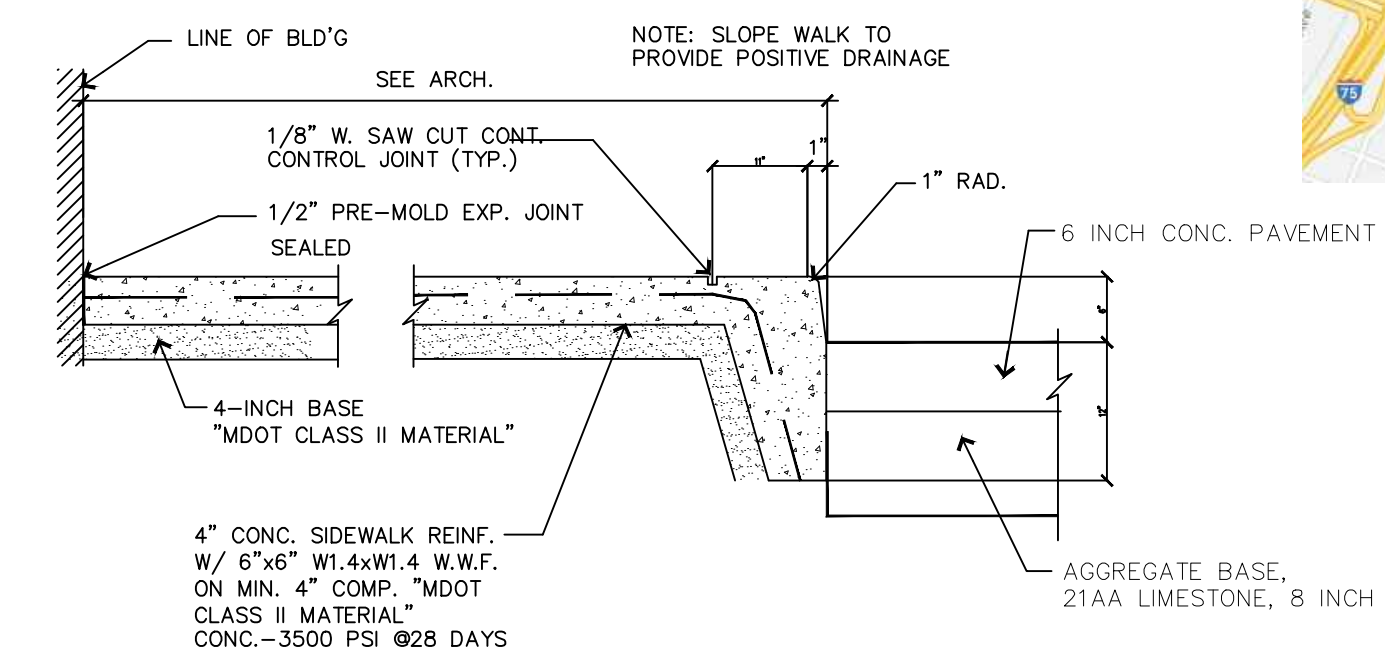
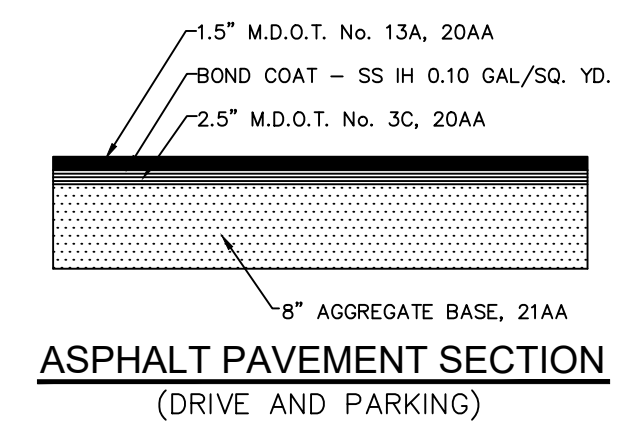
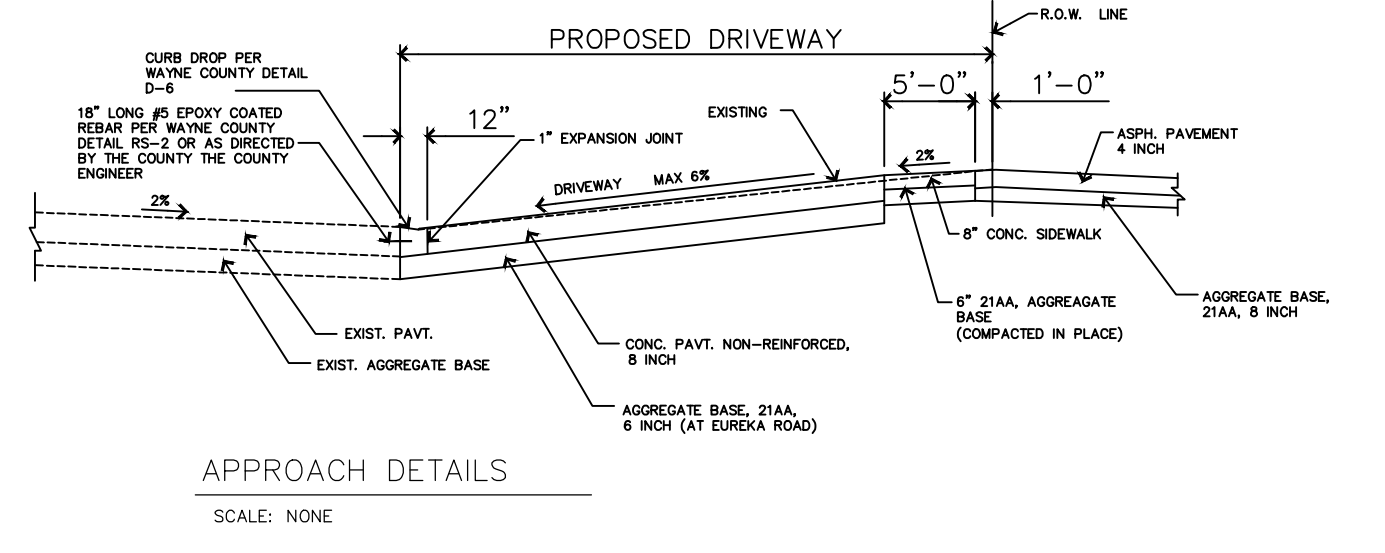
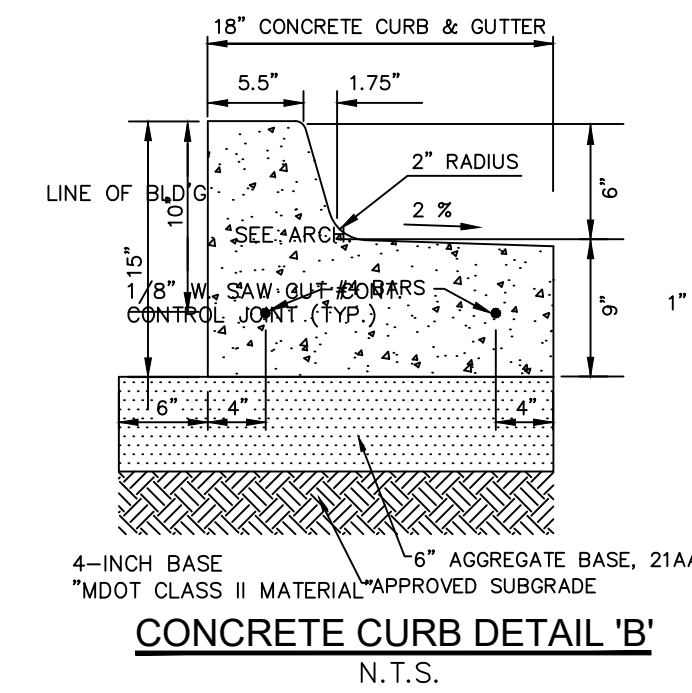
**DATE**  
11/12/2021

**SCALE**  
NOTED

**SHEET TITLE**  
GRADING /PAVING PLAN)

C-2

**SEAL**



**LEGEND**

CLEAN-OUT	MANHOLE	EXISTING SANITARY SEWER
HYDRANT	GATE VALVE	EXISTING WATER MAIN
INLET RYCB	MANHOLE	EXISTING STORM SEWER
UTILITY POLE	GUY POLE GUY WIRE	EXISTING BURIED CABLES
EXISTING LIGHT POLE	EXISTING SIGN	EXISTING GAS MAIN
C.O.	MANHOLE	EXISTING OVERHEAD LINES
HYDRANT	GATE VALVE	PR. SANITARY SEWER
INLET RYCB	MANHOLE	PROPOSED WATER MAIN
COMPACT TO 95% MAX. DENSITY		PR. SAND BACKFILL
		UTILITY CROSSING
		PR. TOP OF CURB ELEVATION
		PROPOSED GUTTER ELEVATION
		PR. TOP OF WALK ELEVATION
		PR. TOP OF PAVEMENT ELEV.
		PROPOSED FINISH GRADE
		PROPOSED CONTOUR
		PROPOSED SWALE
		PR. DRAINAGE DIRECTION
		PROPOSED INLET FILTER
		DRAINAGE AREA LIMITS
		PROPOSED SILT FENCE
		LIMITS OF SOIL DISRUPTION

**PAVING LEGEND**

[Pattern]	PROPOSED CONCRETE PAVEMENT
[Pattern]	PROPOSED ASPHALT PAVEMENT

**GENERAL PAVING NOTES**

PAVEMENT SHALL BE OF THE TYPE, THICKNESS AND CROSS SECTION AS INDICATED ON THE PLANS AND AS FOLLOWS:

**CONCRETE:** PORTLAND CEMENT TYPE IA (AIR-ENTRAINED) WITH A MINIMUM CEMENT CONTENT OF SIX SACKS PER CUBIC YARD, MINIMUM 28 DAY COMPRESSIVE STRENGTH OF 3,500 PSI AND A SLUMP OF 1 1/2 TO 3 INCHES.

**ASPHALT:** BASE COURSE - MDOT BITUMINOUS MIXTURE NO. 1100L, 20AA. SURFACE COURSE - MDOT BITUMINOUS MIXTURE NO. 1100T, 20AA. ASPHALT CEMENT PENETRATION GRADE 85-100, BOND COAT - MDOT SS-1H EMULSION AT 0.10 GALLON PER SQUARE YARD; MAXIMUM 2 INCH LIFT.

PAVEMENT BASE SHALL BE COMPACTED TO 95% OF THE MAXIMUM DENSITY (MODIFIED PROCTOR) PRIOR TO PLACEMENT OF PROPOSED PAVEMENT. EXISTING SUB-BASE SHALL BE PROOF-ROLLED IN THE PRESENCE OF THE ENGINEER TO DETERMINE STABILITY.

ALL CONCRETE PAVEMENT, DRIVEWAYS, CURB & GUTTER, ETC., SHALL BE SPRAY CURED WITH WHITE MEMBRANE CURING COMPOUND IMMEDIATELY FOLLOWING FINISHING OPERATION.

ALL CONCRETE PAVEMENT JOINTS SHALL BE FILLED WITH HOT POURED RUBBERIZED ASPHALT JOINT SEALING COMPOUND IMMEDIATELY AFTER SAWCUT OPERATION. FEDERAL SPECIFICATION SS-5164.

ALL WORKMANSHIP AND MATERIALS SHALL BE IN ACCORDANCE WITH THE CURRENT STANDARDS AND SPECIFICATIONS OF THE MUNICIPALITY AND THE MICHIGAN DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR CONSTRUCTION, CURRENT EDITION.

ALL TOP OF CURB ELEVATIONS, AS SHOWN ON THE PLANS, ARE CALCULATED FOR A 6" CONCRETE CURB UNLESS OTHERWISE NOTED.

ALL SIDEWALK RAMPS, CONFORMING TO PUBLIC ACT NO. 8, 1993, SHALL BE INSTALLED AS INDICATED ON THE PLANS.

CONSTRUCTION OF A NEW OR RECONSTRUCTED DRIVE APPROACH CONNECTING TO AN EXISTING STATE OR COUNTY ROADWAY SHALL BE ALLOWED ONLY AFTER AN APPROVED PERMIT HAS BEEN SECURED FROM THE AGENCY HAVING JURISDICTION OVER SAID ROADWAY.

FOR ANY WORK WITHIN THE PUBLIC RIGHT-OF-WAY, THE CONTRACTOR SHALL PAY FOR AND SECURE ALL NECESSARY PERMITS AND LIKEWISE ARRANGE FOR ALL INSPECTION.

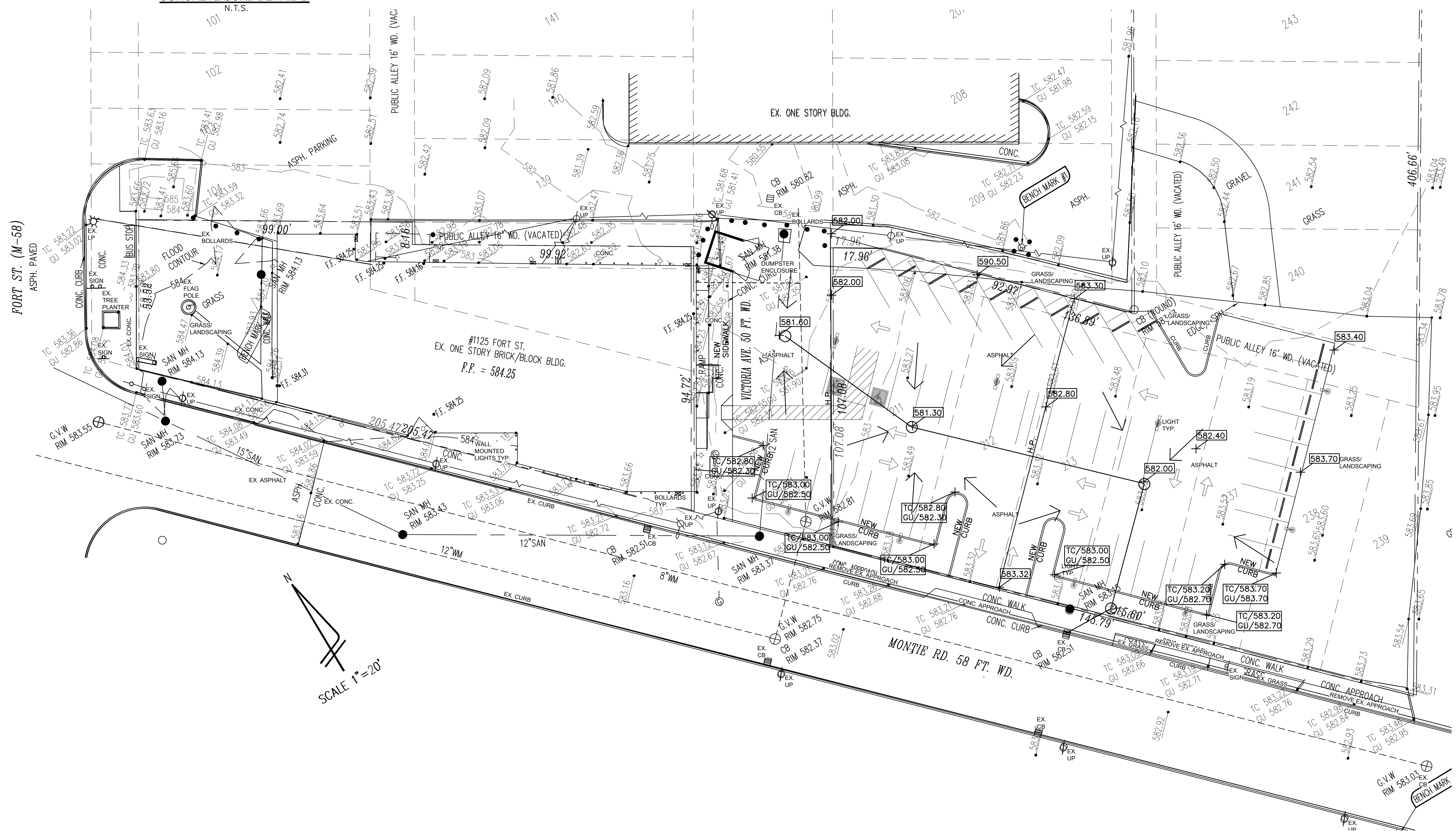
EXISTING TOPSOIL, VEGETATION AND ORGANIC MATERIALS SHALL BE STRIPPED AND REMOVED FROM PROPOSED PAVEMENT AREA PRIOR TO PLACEMENT OF BASE MATERIALS.

EXPANSION JOINTS SHOULD BE INSTALLED AT THE END OF ALL INTERSECTION RADII.

SIDEWALK RAMPS, CONFORMING TO PUBLIC ACT NO. 8, 1973, SHALL BE INSTALLED AS SHOWN AT ALL STREET INTERSECTIONS AND AT ALL BARRIER FREE PARKING AREAS AS INDICATED ON THE PLANS.

ALL PAVEMENT AREAS SHALL BE PROOF-ROLLED UNDER THE SUPERVISION OF A GEOTECHNICAL ENGINEER PRIOR TO THE PLACEMENT OF BASE MATERIALS AND PAVING MATERIALS.

FILL AREAS SHALL BE MACHINE COMPACTED IN UNIFORM LIFTS NOT EXCEEDING 9 INCHES THICK TO 98% OF THE MAXIMUM DENSITY (MODIFIED PROCTOR) PRIOR TO PLACEMENT OF PROPOSED PAVEMENT.







**PROJECT:**

LINCOLN RANGE GUN SHOP & FIRING RANGE

**OWNER:**

KASSEM BAYDOUN  
2036 KINGSBURY AVE.,  
DEARBORN MI, 48128

**LOCATION:**

1125 FORT ST.  
LINCOLN PARK, MICHIGAN

**A & M CONSULTANTS**

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**DRAWN BY:**

M.A.

**APPROVED BY:**

ADNAN AL-SAATI

**SUBMITTALS**

**REVISIONS:**

**PROJECT NO**

DATE

11/12/2021

SCALE

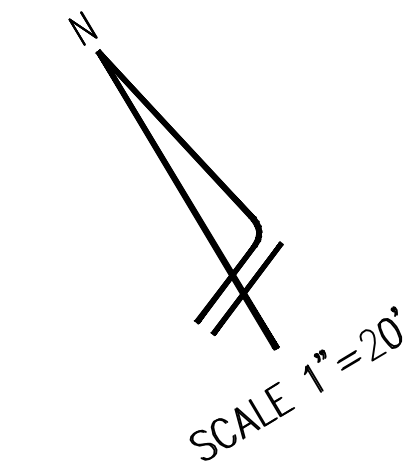
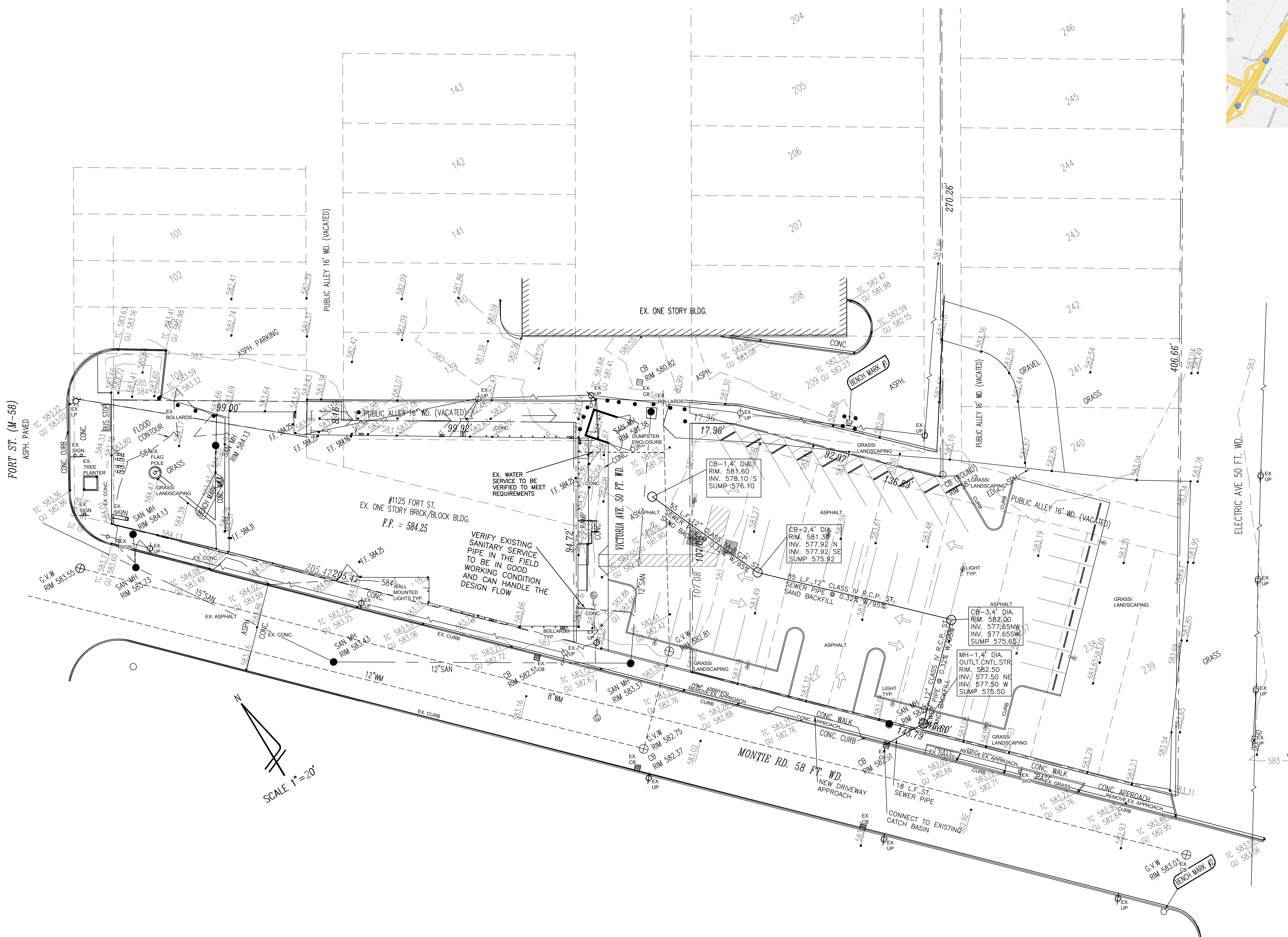
NOTED

**SHEET TITLE**

UTILITY PLAN

C-3

**SEAL**





**LINCOLN PARK  
GUN SHOP &  
FIRING RANGE**

ADDRESS  
1125 FORT ST.  
LINCOLN PARK, MI 48146

COMMISSION  
COMMERCIAL  
INFILL / RENOVATION



15244 Michigan Avenue  
Dearborn MI 48126

Phone: 313-492-5347  
Fax: 313-908-7645  
mhadla@hadladesign.com  
www.hadladesign.com

Architecture  
Engineering  
Construction

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Use the dimensions found herein.

SEAL



DATE  
11.11.2021  
PLANNING COMM. REVIEW  
ISSUE

WORK BY  
PROJ. MGR. M. HADLA  
PROJ. TEAM M. HADLA

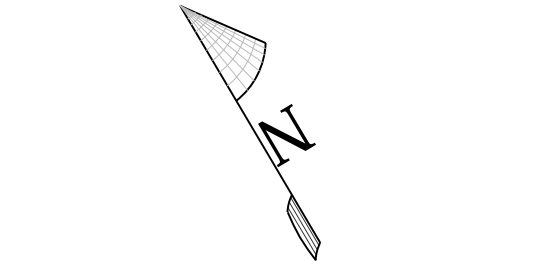
CHECKED BY M. HADLA

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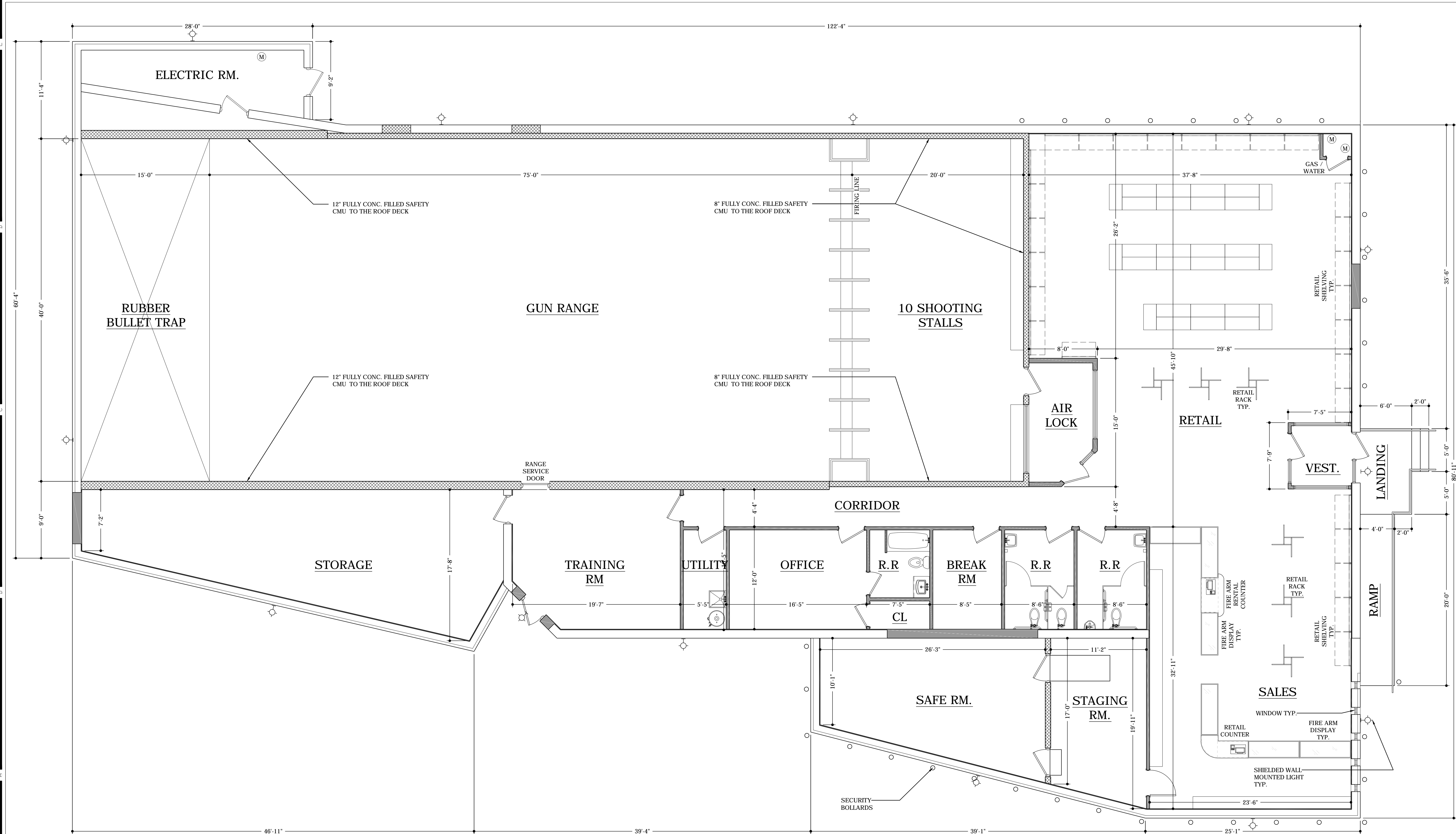
**PROPOSED:**  
● FLOOR PLAN

PROJECT #

DRAWING DIRECTION



DRAWING #



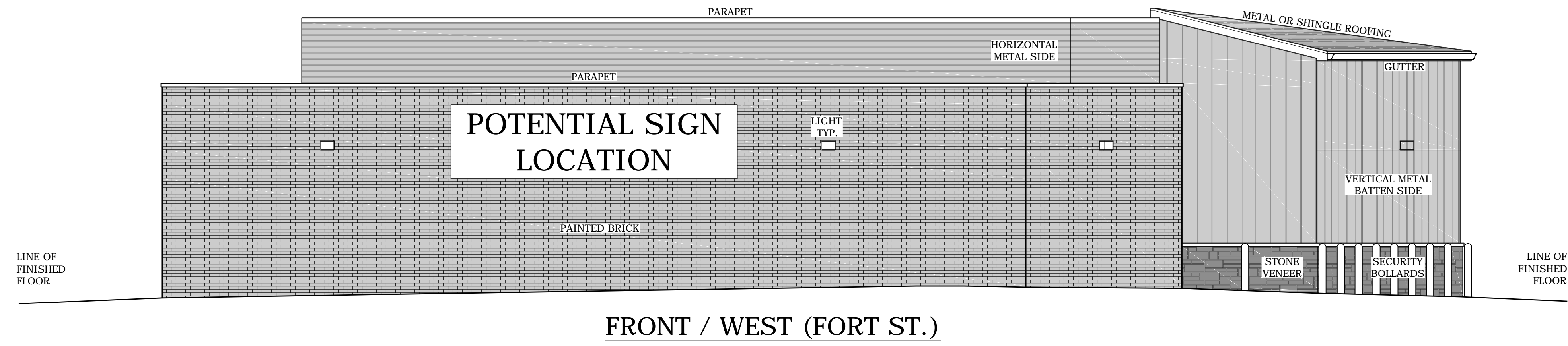
**PROPOSED FLOOR PLAN**

SCALE: 3/16"=1'-0"

1A

A101

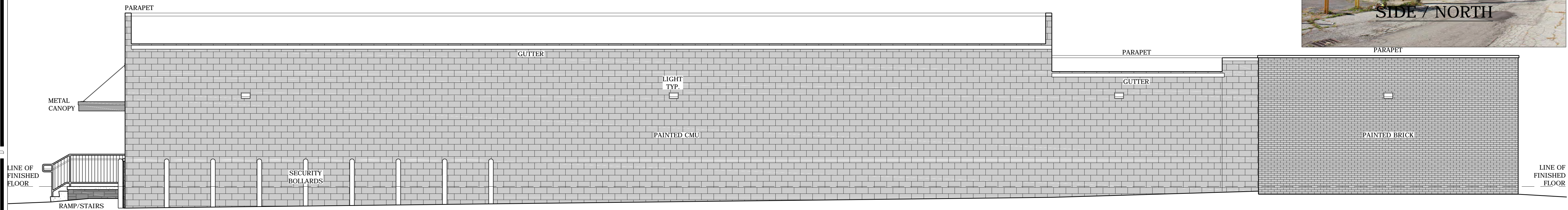




FRONT / WEST (FORT ST.)



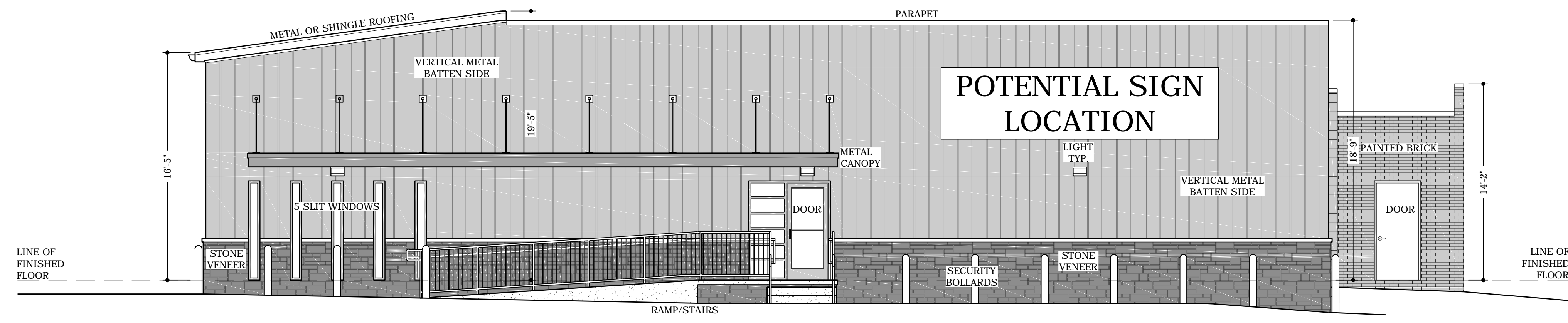
FRONT / WEST (FORT ST.)



SIDE / NORTH



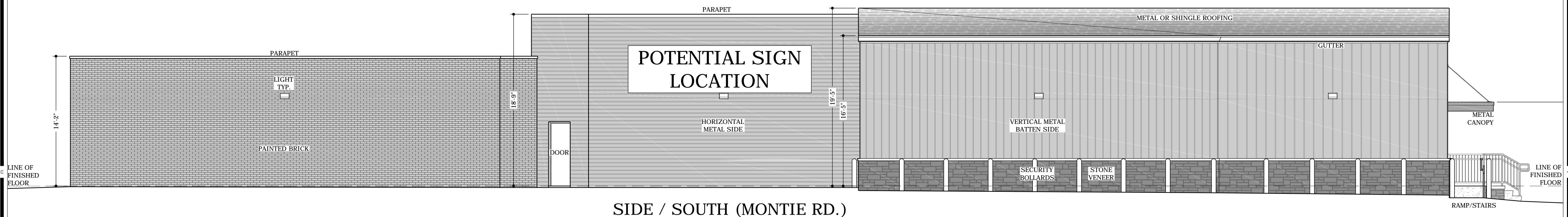
SIDE / NORTH



REAR / EAST (MAIN ENTRANCE)



SIDE / NORTH



SIDE / SOUTH (MONTIE RD.)



SIDE / SOUTH (MONTIE RD.)







November 24, 2021

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

Re: Building Renovation  
1125 Fort Street  
City of Lincoln Park, MI  
Hennessey Project #72159

Dear Ms. Gunden:

Hennessey Engineers, Inc. completed our first review of the plans for the Planning Commission submittal dated November 11, 2021 and received via email from your office.

The project consists of renovations to a commercial building at 1125 Fort Street and its parking lot located to the southeast. Three existing drives will be removed and replaced with one new driveway to Monte Street.

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

1. Based on the site plan submitted, the existing utilities and utility leads for the commercial site are being reused. It is important that the developer realize these existing utilities are 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 or around the building. If the service lead needs to be replaced the installation of the new service will need to be inspected by our office.
2. The developer should verify with the City the existing water service type and size. If the water service is a lead service, it will have to be replaced. The developer's engineer or architect shall determine the water service lead type and capacity.
3. The proposed storm sewer system may require a permit from the Wayne County Department of Public Services. The developer must satisfy their requirements prior to obtaining a City permit. If it's determined that no permit is necessary, provide documentation to this office prior to our construction permit review.

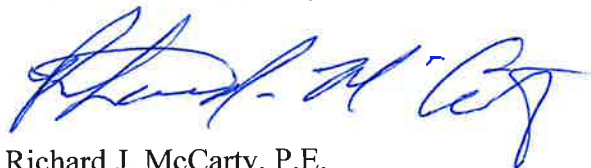
4. The existing catch basin that the site will discharge its storm water to, will need further information to determine whether this is feasible. Invert elevations and existing pipe sizes will be needed at this structure for our detailed engineering review.
5. A Soil Erosion and Sedimentation permit must be obtained from Wayne County.
6. The limits of the proposed HMA must clearly be shown on the plan. Sheet C-9 shows the proposed pavement legend, but the plans do not show the location.
7. There are no wetlands shown in the development area. The developer will need to confirm that there are not any wetlands on this site. If there are wetlands on the site the developer must obtain a permit from the Michigan Department of Environment, Great Lakes, and Energy (EGLE).
8. If the development is impacted by the 100-year flood plain, the flood plain must be shown on the plans. If it is not, a note must be put on the plans indicating that the area being developed is not within the 100-year flood plain.
9. The plans must be signed and sealed by a Michigan Professional Engineer. The plans should be signed and sealed for the Planning Commission submittal.

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

Sincerely,

**HENNESSEY ENGINEERS, INC**



Richard J. McCarty, P.E.  
Project Manager

RJM/rjm

cc: John Kozuh, DPW Director, City of Lincoln Park  
John Meyers, Building Official, City of Lincoln Park  
Laura Passalacqua (D'Onofrio), Commercial Business Assistant, City of Lincoln Park  
Monserrat Contreras, Permit Clerk, City of Lincoln Park  
James Hollandsworth, Lincoln Park Project Manager, Hennessey Engineers

R:\Municipalities\70000's Lincoln Park\72000's\72159 - 1125 Fort\_Gun Shop\2021-11-22\_1125 Fort St. 1st PC Review\_72159.docx

## Elizabeth Gunden

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**From:** Ray Watters <RWatters@citylp.com>  
**Sent:** Tuesday, November 16, 2021 12:41 PM  
**To:** Elizabeth Gunden  
**Subject:** Re: Site Plan Review Request: 1125 Fort - Indoor Recreation

The police department has no issues with the gun range moving forward.

Chief R.Watters

---

**From:** Elizabeth Gunden <egunden@bria2.com>  
**Sent:** Tuesday, November 16, 2021 12:22 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@engineers.com <jdhollandsworth@engineers.com>  
**Subject:** Site Plan Review Request: 1125 Fort - Indoor Recreation

Hello!

Please find attached a set of plans for an indoor recreation facility (gun shop and firing range) at 1125 Fort Street. Comments are appreciated by reply to this email by Wednesday, November 24<sup>th</sup>. Thank you!

Liz Gunden. AICP  
Project Planner

**Beckett&Raeder, Inc.**

*Making Great Places for over 50 Years*

535 West William St Suite 101  
Ann Arbor, MI 48103

Office: 734.663.2622  
Direct Line: 734.239.6615

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

Please visit us at [www.bria2.com](http://www.bria2.com)



RECEIVED  
NOV 15 2021  
CITY OF LINCOLN PARK  
BUILDING DEPARTMENT

### DISCLAIMER

These forms are not intended to be a substitute for the legal advice of competent counsel. The user has the responsibility to determine whether the forms are appropriate or effective in a particular situation. The user should make certain that the form complies with current law, both state and federal. The authors and CBOR and its employees disclaim any liability arising from the use of the forms. Any user of the form waives and releases all possible claims against the authors and CBOR and its employees. The authors and CBOR wish to acknowledge the prior contribution of H. William Freeman in creating this form.



Gregg A. Nathanson

Couzens, Lansky, Fealk, Ellis, Roeder & Lazar, P.C.

39395 W. Twelve Mile, Suite 200

Farmington Hills, MI 48331

Ph. 248-489-8600

Fax 248-489-4156

gregg.nathanson@couzens.com



# COMMERCIAL PURCHASE AGREEMENT

THIS COMMERCIAL PURCHASE AGREEMENT is made and entered into this 30th day of August, 2021, ("Effective Date") by and between Ahmad Bacharouch on behalf of, a American Fort LLC [entity type and state organized] ("Seller"), whose address is 46902 Mornington Road, Canton [municipality], Michigan, 48188 [zip], and Kassem Beydoun, a \_\_\_\_\_ [entity type and state organized], ("Purchaser"), whose address is 2036 Kingsbury ave, \_\_\_\_\_ [municipality], MI [State], 48128 [zip code], in the manner following:

1. **PROPERTY DESCRIPTION.** Purchaser offers and agrees to purchase the real property located in the  City or  Township or  Village of Lincoln Park, County of Wayne, Michigan, commonly known as 1125 FORT ST, tax parcel identification number(s) 45002080104004 and further described as:

DP104A2 138 210A LOT 104 EKC NLY 17FT THEREOF ALSO EKC NLY 23.01FT THEREOF ALSO LOTS 138 AND 210 EKC, or  see attached legal description as **Exhibit A**, together with Seller's interest in all easements, appurtenances, land division rights, timber, air, oil, gas and mineral, subsurface, riparian, and all other rights and interests pertaining to such property, and together with all buildings, structures and other physical improvements situated on such property (collectively, the "Real Property").

Place an "X" in the appropriate box(es) below:

- Check here if sale includes any equipment or personal property and attach list as **Exhibit B**. A bill of sale will be executed at closing.
- Check here if sale includes any tenant leases and attach list and current rent roll as **Exhibit C**. An assignment of leases will be executed at closing.
- Check here if sale includes any licenses, permits or other intangible property and attach list as **Exhibit D**. An assignment will be executed at closing.

The Real Property, together with any of the foregoing are collectively the "Property."

2. **PURCHASE PRICE.** The purchase price ("Purchase Price") for the Property shall be Eight Hundred Ninety-Nine Thousand (\$ 899,000.00) Dollars.

3. **PAYMENT OF PURCHASE PRICE.** The Purchase Price shall be paid as indicated by an "X" placed in the appropriate box below, with initials of Seller and Purchaser acknowledging Purchaser's method of payment, while the other unmarked terms of purchase shall not apply.

**Cash.** Purchaser shall pay the full Purchase Price, including any adjustments and/or prorations contained herein, to Seller at closing by certified check or wire transfer of immediately available funds or another method acceptable to Seller and title company.

**New Mortgage.** Purchaser shall obtain a mortgage from a financial institution to help finance the purchase and pay Seller at Closing the full Purchase Price, including any adjustments and/or prorations contained herein.

**Land Contract.** Purchaser shall pay the full Purchase Price, including any adjustments and/or prorations contained herein, to Seller at Closing pursuant to a mutually acceptable Land Contract. The Land Contract shall provide for a down payment of \$ \_\_\_\_\_ at closing and payment of the balance of \$ \_\_\_\_\_ in monthly installments of \$ \_\_\_\_\_, or more, at Purchaser's option, including interest at the rate of \_\_\_\_\_ percent (\_\_\_\_%) per annum, amortized over \_\_\_\_\_ (\_\_\_\_) years, with interest to start on the closing date. A final "balloon payment" consisting of the entire unpaid principal balance and all accrued and unpaid interest will become due and payable \_\_\_\_\_ (\_\_\_\_) months after closing.

**4. EARNEST MONEY DEPOSIT.** Within three (3) calendar days following the Effective Date of this Agreement, Purchaser shall deposit with Keller Williams Legacy, Title Insurance Company (the "Title Company" or "Escrow Agent"), Purchaser's earnest money deposit in the amount of Ten Thousand (\$ 10,000.00) Dollars (the "Deposit"). If Purchaser fails to deliver the Deposit timely, Purchaser shall be in default and Seller may terminate this Agreement upon notice to Purchaser. The Deposit shall be refunded to Purchaser in the event this Agreement is properly terminated by Purchaser under the terms and conditions provided for herein; retained by Seller; or applied to the Purchase Price at Closing.

60

[FLB] [AB]

**5. DUE DILIGENCE CONTINGENCY.** Purchaser shall have ~~90~~ days after receipt of fully accepted copy of this Agreement executed by Seller ("Inspection Period") to inspect and obtain the following items (place an "X" next to all that apply):

- Purchaser's ability to obtain acceptable financing from a financial institution of its choice.
- Purchaser's physical inspection of all aspects of the Property which shall include but not be limited to: plumbing, electrical and HVAC systems, roof and any other portions of the Property.
- Purchaser's satisfaction with the results of an environmental site assessment.
- Purchaser making soil tests, borings and any other engineer and architectural tests Purchaser desires.
- Purchaser's satisfaction that the Property is properly zoned or can be rezoned to permit Purchaser's proposed development and use.
- Purchaser receiving preliminary site plan approval.
- Purchaser obtaining a survey of the Property ("Survey").



- Purchaser receiving and approving all leases and obtaining a satisfactory estoppel certificate from each tenant.
- Purchasing conducting any other due diligence desired by Purchaser.
- Purchaser obtaining any federal, state or other governmental approval or quasi-governmental environmental or tax incentives, inducements, allowances or similar benefits (by way of example, and not in limitation of the foregoing, any Brownfield classification or any Brownfield tax and/or grant reimbursements) with respect to the Property.

All due diligence shall be performed by Purchaser at Purchaser's sole expense. Prior to expiration of the Inspection Period, if Purchaser notifies Seller that, in Purchaser's sole discretion, the Property is unsuitable for Purchaser's intended purposes, then Seller and the Escrow Agent shall return the Deposit to Purchaser, and neither party shall have any further rights or obligations under this Agreement, except for any obligations which, by the terms of this Agreement are intended to survive termination. In the event Purchaser does not provide Seller with written notice of termination prior to the expiration of the Inspection Period, then the Deposit shall be non-refundable (unless Seller defaults), Purchaser shall be deemed to be satisfied with its inspections of the Property and this contingency shall be deemed fulfilled. Seller, at no expense to Seller, shall cooperate with Purchaser in providing reasonable access to the Property for Purchaser to perform its due diligence, and in obtaining all approvals desired or required from any federal, state or local government ("Governmental Approvals"), provided that no Governmental Approvals shall be binding upon Seller or the Property if Purchaser fails to close. Said Governmental Approvals shall be obtained during the Inspection Period unless the parties hereafter agree in writing that additional time is required to obtain them. Purchaser shall repair any damage to the Property caused by Purchaser or its agents, and Purchaser shall defend and indemnify and hold Seller harmless against any liability, loss, damage, cost or expense arising from any of Purchaser's due diligence activities; and these obligations of Purchaser shall survive termination of this Agreement. Within 5 business days after execution of this Agreement, Seller will provide Purchaser with copies of all title policies, surveys, leases, environmental reports, studies, site plans, certificates of occupancy and other documentation in the possession or control of Seller, which is material to Purchaser's decision whether to purchase the Property.

## 6. TITLE INSURANCE.

- (a) **Title Insurance:** Owner Policy of Title Insurance to be furnished hereunder, to be paid for by  Seller or  Purchaser. Within 10 days of the Effective Date of this Agreement, Seller shall order a commitment for an ALTA Owner's Policy of Title Insurance,  with Standard Exceptions; or  without Standard Exceptions (the "Title Commitment"), from the Title Company, and shall provide a copy of the same to Purchaser upon receipt. Purchaser in its sole and absolute discretion shall determine whether all matters of title and survey are satisfactory. The Title Commitment shall be accompanied by copies of all recorded exceptions to title referred to therein. At Closing, the Title Company shall deliver to Purchaser a satisfactorily "marked up" Title Commitment. The Title Insurance Policy to be issued pursuant to the marked up Title Commitment shall contain such endorsements as Purchaser may reasonably require, provided, however Purchaser shall be responsible for the cost of such endorsements.

- (b) **Objections to Title and Survey.** If Purchaser objects to any matters of title or survey and Purchaser so notifies Seller in writing of such objection(s) ("Objection Notice") before expiration of the Inspection Period, then Seller shall have 30 days from the date Seller receives the Objection Notice to either: (i) remedy the title and survey defects described in Purchaser's Objection Notice and obtain and deliver to Purchaser a revised Title Commitment and/or survey which reflects that all such defects have been remedied; or (ii) notify Purchaser and Escrow Agent that Seller is unable or unwilling to remedy the defects, in which event Purchaser shall, at its option, within five (5) business days after receipt of such notice from Seller, either terminate this Agreement and receive a full refund of the Deposit (subject to those obligations which by their terms survive termination) or waive Purchaser's title and survey objections, and proceed to Closing, subject to satisfaction or waiver of Purchaser's other pre-Closing contingencies. If Purchaser proceeds to Closing, all exceptions set forth in the Title Commitment, and all objectionable matters set forth in the Survey, shall be deemed "Permitted Exceptions."

## 7. ENVIRONMENTAL.

- (a) **Environmental.** To the best of Seller's knowledge, there are no areas of the Property where hazardous substances or hazardous wastes, as such terms are defined by applicable Federal, State and local statutes and regulations, are present in quantities in violation of applicable law. No claim has been made against Seller with regard to hazardous substances or wastes with respect to the Property.
- (b) **Due Diligence.** Purchaser shall have the right at Purchaser's expense to conduct a Phase I environmental site assessment during the Inspection Period. If any Phase II subsurface investigation is required or recommended, Purchaser and Seller shall attempt to agree upon the nature and extent of any Phase II activities and which party shall bear the cost. If Purchaser and Seller are unable to agree within 10 days, then either party may, upon notice to the other, terminate the Agreement, in which event the Deposit shall be refunded to Purchaser and neither party shall have any further liability thereunder (except for those obligations which, by their terms, survive termination). Purchaser agrees to repair and restore any damage to the Property caused by Purchaser's investigations or testing, at Purchaser's sole expense. Purchaser shall defend, indemnify and hold Seller harmless from all costs, expenses and liabilities arising out of Purchaser's inspection of the Property, including that of Purchaser's employees, agents, consultants, or contractors performing said inspection.

8. **CLOSING AND CLOSING ADJUSTMENTS.** Closing shall take place at the offices of the Title Company or another mutually acceptable location at the earlier of: (i) 10 days following the expiration of the Inspection Period; or (ii) upon Purchaser's written notification to Seller that all of the Purchaser's conditions precedent and contingencies have been satisfied or waived;

provided, however, in no event shall Closing occur later than February 28th, 2022 (such date for Closing and performance being hereinafter sometimes referred to as the "Closing" or "Closing Date").

At Closing, Seller shall deliver to Purchaser a Warranty Deed conveying good and marketable fee simple title to the Property, subject to the Permitted Exceptions, and the lien of real estate taxes not yet due and payable, along with Seller's right to make any land divisions of the Property permitted to Seller, under the Michigan Land Division Act, MCL 560.101 *et seq.* Should any financial liens or encumbrances of a definite or ascertainable amount (such as a mortgage) be recorded against the Property, Seller shall pay and/or satisfy any such encumbrance prior to or simultaneously with the Closing. In addition, at Closing, Seller shall pay the base owner's title insurance policy premium, all state or county real estate transfer taxes, all outstanding water and sewer bills, and any other outstanding obligations which, if unpaid, may become a lien against the Property. The parties shall share equally all Title Company fees and expenses. Current real estate taxes (i.e. the most recent summer and winter tax bills issued) shall be prorated as of the date of the Closing on a "due date" basis as if paid in advance, with Seller receiving a credit for any prepaid taxes. All assessments, including, but not limited to any special assessments which have become a lien upon the land shall be paid in full by Seller. Each party shall pay their own attorney fees. At Closing, the Title Company may establish a water escrow, pending receipt of a final paid water bill for water and sewer charges incurred through Closing.

**9. SELLER'S WARRANTIES, REPRESENTATIONS AND COVENANTS.** Seller warrants, represents and covenants to Purchaser, as follows:

- (a) **Authority.** Seller: (i) if an entity, is a lawfully constituted entity, duly organized, validly existing, and in good standing under the laws of the State of Michigan or another state; (ii) has the authority and power to enter into this Agreement and to consummate the transactions contemplated herein; and (iii) upon execution hereof will be legally obligated to Purchaser in accordance with the terms and provisions of this Agreement. Before Closing, Seller shall provide the Title Company and Purchaser with satisfactory written evidence that all necessary and appropriate action has been taken by Seller authorizing and approving the execution, delivery and performance by Seller of this Agreement and all closing documents, and the performance by Seller of all other acts necessary or appropriate for the consummation of the purchase and sale of the Property as contemplated herein.
- (b) **Title.** Seller owns the Property in fee simple and has marketable and good title to the Property. Seller will not further encumber title to the Property before Closing without Purchaser's prior written consent, which consent shall not be unreasonably withheld.
- (c) **Conflicts.** The execution and entry into this Agreement by Seller, the execution and delivery of the documents and instruments to be executed and delivered by Seller on the Closing Date, and the performance by Seller of

Seller's duties and obligations under this Agreement and of all other acts necessary and appropriate for the full consummation of the purchase and sale of the Property as contemplated herein, will not violate any contract, agreement or other instrument to which Seller is a party, or any judicial order or judgment of any nature by which Seller or the Property is bound.

- (d) **Litigation.** There is no action, suit or proceeding pending or, to the best of Seller's knowledge, threatened by or against or affecting Seller or the Property which does or will involve or affect the Property or title thereto. Seller will, promptly upon receiving any such notice or learning of any such contemplated or threatened action, give Purchaser written notice thereof.
- (e) **No Violations.** To the best of Seller's knowledge, Seller has not received notice of any existing violations of state or federal laws, **municipal**, or county ordinances, or other legal requirements with respect to the Property. In the event Seller receives notice of any such violation affecting the Property prior to the Closing, Seller shall promptly notify Purchaser thereof.
- (f) **Foreign Ownership.** Seller is not a "foreign person" as that term is defined in the U. S. Internal Revenue Code of 1986, as amended, and the regulations promulgated pursuant thereto, and Purchaser has no obligation under Section 1445 of the U. S. Internal Revenue Code of 1986, as amended, to withhold and pay over to the U. S. Internal Revenue Service any part of the "amount realized" by Seller in the transaction contemplated hereby (as such term is defined in the regulations issued under said Section 1445). Seller shall furnish Purchaser with a non-foreign person affidavit at Closing.
- (g) **Construction Liens.** On the Closing Date, Seller will not be indebted to any contractor, laborer, materialmen, architect, or engineer for work, labor or services performed or rendered, or for materials supplied or furnished, in connection with the **Property** for which any person could claim a lien against the Property and shall execute a standard title company affidavit to this effect at Closing.

10. **PURCHASER,S WARRANTIES, REPRESENTATIONS AND COVENANTS.**

- (a) **Authority.** Purchaser: (i) if an entity, is a lawfully constituted entity, duly organized, validly existing, and in good standing under the laws of the State of Michigan or another state; (ii) has the authority and power to enter into this Agreement and to consummate the transactions contemplated herein; and (iii) upon execution hereof will be legally obligated to Seller in accordance with the terms and provisions of this Agreement. Before

Closing, Purchaser shall provide the Title Company and Seller with satisfactory written evidence that all necessary and appropriate action has been taken by Purchaser authorizing and approving the execution, delivery and performance by Purchaser of this Agreement, and all closing documents and the performance by Purchaser of all other acts necessary or as appropriate for the consummation of the purchase and sale of the Property as contemplated herein.

- (b) **Conflicts.** The execution and entry into this Agreement by Purchaser, the execution and delivery of the documents and instruments to be executed and delivered by Purchaser on the Closing Date, and the performance by Purchaser of Purchaser's duties and obligations under this Agreement and of all other acts necessary and appropriate for the full consummation of the purchase and sale of the Property as contemplated herein, will not violate any contract, agreement or other instrument to which Purchaser is a party, or any judicial order or judgment of any nature by which Purchaser is bound.

11. **DAMAGE TO PROPERTY.** If between the Effective Date of this Agreement and the Closing Date, all or any part of the Property is damaged by fire or natural elements or other causes beyond the Seller's control, which Seller does not repair or agree to repair prior to the Closing Date, or any part of the Property is taken pursuant to any power of eminent domain, Seller shall immediately notify Purchaser of such occurrence, and Purchaser may terminate this Agreement with written notice to Seller within 15 days after the date Purchaser learns of such damage or taking, and receive a refund of the Deposit without further liability, except for those obligations of Purchaser which are intended to survive termination. If Purchaser does not elect to terminate this Agreement, there shall be no reduction of the purchase price and Seller shall assign to Purchaser whatever rights Seller may have with respect to any insurance proceeds or eminent domain award at Closing.

12. **AS IS.** Neither Seller nor any broker, nor any of their officers, directors, managers, members, employees or agents have made any representation, warranty or disclosure with respect to the Property, upon which Purchaser may rely, except as may be set forth in writing in this Agreement. By Closing, Purchaser agrees to accept the Property in "As Is" condition to the fullest extent permitted by law.

13. **SELLER,S CLOSING OBLIGATIONS.** At Closing, Seller shall execute and deliver the Warranty Deed, closing statement, standard title company owner's affidavit and all other usual and customary Title Company and other closing documents necessary or appropriate to consummate the sale.

14. **PURCHASER,S CLOSING OBLIGATIONS.** At closing, Purchaser shall pay to Seller the Purchase Price in the manner specified in Section 3 above, subject to agreed pro rations and adjustments, and execute and deliver a closing statement and all other usual and customary Title Company and other closing documents necessary or appropriate to consummate the sale.

15. **SECTION 1031 TAX-DEFERRED EXCHANGES.** Upon either party's request, the other party shall cooperate and reasonably assist the requesting party in structuring the purchase and sale contemplated by this Agreement as part of a tax deferred, like-kind exchange under Section 1031 of the Internal Revenue Code of 1986, as amended; provided, however, that in connection therewith, the non-requesting party shall not be required to: (a) incur any additional costs or expenses; (b) take legal title to additional real property (i.e., the requesting parties' "replacement property" or "relinquished property"); or (c) agree to delay the Closing. However, should both parties wish to complete a tax-deferred exchange, the parties will each incur their own additional expenses related to their exchange and shall split any common costs which will benefit both parties by such a division.

16. **NOTICES.** Unless otherwise stated in this Agreement, a notice required or permitted by this Agreement shall be sufficient if in writing and either delivered personally or sent via Federal Express, UPS or a similar nationally recognized overnight delivery service, or by certified mail, return receipt requested, addressed to the parties at their addresses specified below or by email. Any notices given by personal service shall be below or by e-mail effective upon delivery. Any notice given by Federal Express or UPS shall be deemed effective one business day after sending. Any notice given by certified mail, return receipt requested, shall be deemed given three business days after mailing, and any notice given by email shall be deemed effective upon receipt. Copies of all notices shall be made as follows:

☒ If to Purchaser:

Name:	<b>Kassem Beydoun</b>
Address:	<b>2036 Kingsbury ave</b>
Address:	<b>MI 48128</b>
Telephone:	
Facsimile:	
Email:	

With copy to:

Name:	<b>Sam Beydoun-Keller Williams Legacy</b>
Address:	<b>22371 West Village</b>

Address:	<b>Dearborn MI 48124</b>
Telephone:	<b>(313) 752-0000</b>
Facsimile:	
Email:	<b>sbeydoun@kw.com</b>

If to Seller:

Name:	<b>Ahmad Bacharouch</b>
Address:	<b>46902 Mornington Road</b>
Address:	<b>Canton MI 48188</b>
Telephone:	
Facsimile:	
Email:	

With copy to:

Name:	<b>Nick Jaafar-Keller Williams Legacy</b>
Address:	<b>22371 West Village</b>
Address:	<b>Dearborn MI 48124</b>
Telephone:	<b>(313) 752-0000</b>
Facsimile:	
Email:	

17. **ADDITIONAL ACTS.** Purchaser and Seller agree to execute and deliver such additional documents and perform such additional acts as may become necessary or appropriate to effectuate the transfers contemplated by this Agreement.

18. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties with respect to the sale of the Property. All contemporaneous or prior oral and written negotiations and agreements have been merged into this Agreement.

19. **MICHIGAN LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, without regard to its conflict of laws principles.

20. **AMENDMENTS.** This Agreement may be modified or amended only by written instrument signed by the Purchaser and Seller.

21. **EFFECTIVE DATE.** For purposes of this Agreement, the phrase "Effective Date" shall be the last date upon which this Agreement becomes fully executed, and delivered by both parties including any counter proposals or amendments countersigned by the opposing party.

22. **BROKER.** Purchaser and Seller each acknowledge that: (i) Purchaser's real estate agent is Sam Beydoun and is acting as:  an agent of the Purchaser; or  an agent of the Seller; or  as a disclosed transaction coordinator, with written, informed consent of both Purchaser and Seller; and (ii) Seller's real estate agent is Nick Jaafar and is acting as:  an agent of the Seller; or  an agent of the Purchaser; or  as a disclosed transaction coordinator, with written, informed consent of both Purchaser and Seller. Seller agrees to pay the real estate broker(s) involved in this transaction a combined brokerage fee of \$ 53,940.00, with \$ 26,970.00 paid to Nick Jaafar and \$ 26,970.00 paid to Sam Beydoun at Closing. The parties acknowledge that other than the parties' real estate agents disclosed herein, no other real estate brokers, salespersons, or agents are involved in this transaction and the parties hereby indemnify and hold each other harmless from any and all such claims for brokerage fees. All brokers and their agents specifically disclaim responsibility for the condition of the Property and performance of this Agreement. The parties each hereby, and by closing shall be deemed to, waive and release any and all claims and causes of action against all named brokers, their officers, directors, managers, members, employees and agents. The parties each hereby grant all named brokers the right to record a lien against the Property to secure payment of their commission including, without limitation, the right to record a lien under Michigan's Commercial Real Estate Broker Lien Act. All named brokers are third party beneficiaries of this Agreement.

23. **BROKER ENVIRONMENTAL DISCLAIMER.** The Purchaser and Seller agree that each broker and real estate agent has fully disclosed any knowledge that such broker and/or real estate agent has concerning possible toxic or hazardous material or substances or other adverse environmental conditions on or about the Property and the Purchaser acknowledges that Purchaser shall be given the opportunity to make a competent environmental inspection, and the Purchaser and Seller each do



hereby release each broker and real estate agent from any liability concerning toxic and hazardous material or substance or other adverse environmental conditions on or about the Property. The Purchaser and Seller each hereby expressly waive any claim whatsoever against each broker and real estate agent before or after the closing of this transaction arising out of or in connection with any of the foregoing.

**24. DEFAULT.**

(a) **Seller,s Default.** If the sale and purchase of the Property contemplated by this Agreement is not consummated on account of Seller's default or failure to perform hereunder, Purchaser shall as its sole remedy, elect to either: (i) specifically enforce the terms hereof; or (ii) demand and be entitled to an immediate refund of the Deposit, in which case this Agreement shall terminate in full, except for any provisions which by their terms, are intended to survive termination.

(b) **Purchaser,s Default.** If the sale and purchase of the Property contemplated by this Agreement is not consummated on account of Purchaser's default hereunder, Seller shall as its sole and exclusive remedy retain the Deposit amount as full and complete liquidated damages for such default of Purchaser. The parties hereby acknowledge that it is impossible to estimate more precisely the damages which might be suffered by Seller upon Purchaser's default of this Agreement or any duty arising in connection or relating herewith. Seller's entitlement to and receipt of the Deposit is intended not as a penalty, but as full and complete liquidated damages. The right to retain such sums as full liquidated damages as Seller's sole and exclusive remedy in the event of default or failure to perform hereunder by Purchaser, is in addition to any liability of Purchaser with respect to its repair and indemnity obligations set forth above, which are intended to survive termination of this Agreement

**25. WAIVER.** The failure to enforce any particular provision of this Agreement on any particular occasion shall not be deemed a waiver by either party of any of its rights hereunder, nor shall it be deemed to be a waiver of subsequent or continuing breaches of that provision, unless such waiver be expressed in a writing signed by the party to be bound.

**26. DATE FOR PERFORMANCE.** If the time period by which any right, option or election provided under this Agreement must be exercised, or by which any act required hereunder must be performed, or by which the Closing must be held, expires on a Saturday, Sunday or legal or bank holiday, then such time period will be automatically extended through the close of business on the next following business day.

27. **FURTHER ASSURANCES.** The parties agree that they will each take such steps and execute such documents as may be reasonably required by the other party or parties to carry out the intent and purposes of this Agreement.

28. **SEVERABILITY.** In the event any provision or portion of this Agreement is held by any court of competent jurisdiction to be invalid or unenforceable, such holding will not affect the remainder hereof, and the remaining provisions shall continue in full force and effect to the same extent as would have been the case had such invalid or unenforceable provision or portion never been a part hereof.

29. **SUCCESSORS AND ASSIGNS.** The designation Seller and Purchaser as used herein shall include said parties, their heirs, successors, and assigns; provided, however, Purchaser may not assign its interest in this Agreement without the prior written consent of Seller, which consent shall not be unreasonably withheld.

30. **CONTACT WITH THIRD PARTIES.** During the pendency of this Agreement, Seller may discuss with, or receive the submission of written back up offers or letters of intent from any third party or entity relating to the purchase of the Property. Seller shall promptly notify Purchaser in the event Seller should receive a written offer or letter of intent, and Seller shall advise any such third party or entity of the existence and priority of this Agreement.

31. **ENTIRE AGREEMENT.** This Agreement constitutes the entire Agreement between the parties and shall become a binding and enforceable Agreement among the parties upon full and complete execution and delivery of this Agreement. No prior verbal or written Agreement shall survive the execution of this Agreement.

32. **AMENDMENT.** Any amendment to this Agreement shall be in writing and signed by all the parties in order to be binding and enforceable against the parties.

33. **RELATIONSHIP OF THE PARTIES.** Nothing contained herein shall be construed or interpreted as creating a partnership or joint venture between the parties. It is understood that the relationship is of arm's length and shall at all times be and remain that of Purchaser and Seller.

34. **NO RECORDING.** Neither this Agreement nor a memorandum hereof shall be recorded by either party or any of their representatives.

35. **CONFIDENTIALITY.** Subject to all other terms of this Agreement, each party agrees to maintain this Agreement, the information in this Agreement and all information delivered pursuant to this Agreement, as confidential, and each will not disclose any such information to any other person without the prior written consent of the other party. However, a party may disclose such confidential information to its legal counsel, to such party's lender, accountant, real estate broker, salesperson, or agent, to other professional advisors or agents of the party, provided the recipients of such information agree to keep such information confidential, and as required by law or legal process.

36. **35. COUNTERPARTS; ELECTRONIC TRANSMISSIONS.** This Agreement may be executed in counterpart originals, each of which when duly executed and delivered shall be deemed an original and all of which when taken together shall constitute one instrument. This Agreement may be executed and delivered by facsimile or electronic PDF signatures.

37. **OFFER.** This Agreement constitutes an offer by Purchaser to purchase the Property. The offer shall remain valid until 12:00 pm. on 09/05/21 and shall be deemed revoked if not accepted by Seller before such time and date.

38. **OTHER PROVISIONS.** In addition to the provisions outlined above, the following additional provisions shall apply to the transaction as contemplated herein.  
**Purchase is contingent upon a satisfactory appraisal and City approval.**

39. **ADVICE OF COUNSEL.** All parties are encouraged to seek the advice of independent legal counsel before executing this Agreement. Such independent counsel may help to determine the marketability of title; understand possible tax consequences; ascertain that the terms of the sale are adhered to before the transaction is closed; and provide advice with respect to all notices and other important matters related to this Agreement. Purchaser and Seller acknowledge the importance of obtaining advice from independent counsel and acknowledge that no broker and/or real estate agent is acting as an attorney or providing legal advice and no broker and/or real estate agent shall be responsible for any loss or damage resulting from the preparation of this Agreement or any addenda thereto.

**Purchaser's Acknowledgement of Offer:**

By signing below, Purchaser acknowledges having read and received a copy of this Purchase Agreement.

For Purchaser:

Witnesses:

By: <sup>Authentisign</sup>  
*Kassem Beydoun* 08/31/2021  
8/31/2021 12:22:08 AM EDT  
Kassem Beydoun

<sup>Authentisign</sup>  
*Sam Beydoun*  
8/31/2021 12:17:48 AM EDT  
Sam Beydoun

Its: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

Its: \_\_\_\_\_

**Seller,s Acceptance:**

Seller accepts this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_(AM/PM)  with the following conditions: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

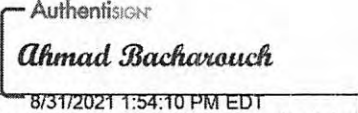
; or  without qualification.

By signing below, Seller acknowledges having read and received a copy of this Agreement. If this Agreement is signed by Seller without any modification, the acceptance date stated herein shall be the Effective Date of the Agreement.

If additional conditions are stipulated herein, Seller gives Purchaser until the \_\_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_ (AM/PM) to provide its written acceptance of the counter conditions stated herein.

For Seller:

Witnesses:

By:  *Ahmad Bacharouch* 08/31/2021  
8/31/2021 1:54:10 PM EDT  
Ahmad Bacharouch on behalf of American Fort LLC

 *Nick Jaafar*  
8/31/2021 1:53:26 PM EDT  
Nick Jaafar

Its: AUTHORIZED REPRESENTATIVE

By: \_\_\_\_\_

\_\_\_\_\_

Its: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

Its: \_\_\_\_\_

**Purchaser,s Acknowledgment of Seller,s Acceptance:**

Purchaser acknowledges receipt of Seller's acceptance of Purchaser's offer. If the acceptance was subject to changes from Purchaser's offer, Purchaser agrees to accept those changes, with all other terms and conditions remaining unchanged. If this Agreement is signed by Purchaser without any modification, then the date stated as Purchase's Receipt of Acceptance shall then become the Effective Date of this Agreement.

Seller has accepted this Agreement on this 31st day of August, 2021, at \_\_\_\_\_ (AM/PM)

For Purchaser:

Witnesses:

By: *Kassem Baydoun*  
Authentisign  
Kassem Baydoun  
8/31/2021 5:51:47 PM EDT

*Sam Baydoun*  
Authentisign  
Sam Baydoun  
8/31/2021 5:47:50 PM EDT

Its: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

Its: \_\_\_\_\_

**Exhibits:**

The following exhibits are attached hereto and shall become part of this Agreement by reference

Exhibit Name	Exhibit Description	Provided By <i>(Purchaser or Seller)</i>	Attached By <i>(Date)</i>
Exhibit A	Property Survey and/or Legal Description	Seller	
Exhibit B	Personal Property	Seller	
Exhibit C			
Exhibit D			
Exhibit E			
Exhibit F			
Exhibit G			

O:\kdr\CBOR Forms\Purchase Agreement 9-22-16.docx



RECEIVED

NOV 15 2021

CITY OF LINCOLN PARK  
BUILDING DEPARTMENT

City of Lincoln Park

Case No. PPC21-0047

Date Submitted 11-15-2021

9:54 a.m.

**APPLICATION FOR SITE PLAN REVIEW**

**NOTICE TO APPLICANT:** Applications for Site Plan Review by the Planning Commission must be submitted to the City in *substantially complete form* at least thirty (30) days prior to the Planning Commission's 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: Kassem Baydoun  
Mailing Address: ~~1007~~ 2036 Kingsbury Ave Dearborn, MI 48128  
Email: DearbornOutdoors@gmail.com  
Telephone: 313-634-3434 Fax: \_\_\_\_\_

Property Owner(s) Name (if different from Applicant): American Fort LLC  
Mailing Address: 24355 Fairmont, Dearborn, MI 48124  
Telephone: 313-485-1618 Fax: \_\_\_\_\_  
Applicant(s) Explanation of Legal Interest in Property: \_\_\_\_\_

Location of Property: Street Address: 1125 Fort st.  
Nearest Cross Streets: Fort and Motie  
Sidwell Number (Parcel ID#): 45-002-08-0211-000 / 45-002-08-0104-004

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.

See attached sheet.

Property Size (Square Ft): 67,086 sf (Acres): 1.54

**Existing Zoning (please check):**

- |  |  |
|--|--|
| <input type="checkbox"/> SFRD Single Family Residential District   | <input checked="" 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 type="checkbox"/> MBD Municipal Business District           | <input type="checkbox"/> CSD Community Service District            |
| <input type="checkbox"/> PUD Planned Unit Development District     |  |

Present Use of Property: Community hall (vacant)

Proposed Use of Property: Fire arm retail store with accessory indoor firing range

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		10,725	5 / 9 to 7 days (h.o.o.)
Industrial			
Other			

Professionals Who Prepared Plans:

A. Name: Mohamad Hadla, RA

Mailing Address: 15244 Michigan Ave., Dearborn Mi, 48126

Email Address: Mhadla@hadladesign.com

Telephone: 313-492-5347 Fax: \_\_\_\_\_ Primary Design Responsibility: Architect

B. Name: Adnan Al-Saati, PE

Mailing 835 Mason St., B290, Dearborn Mi, 48124 Address: \_\_\_\_\_

\_\_\_\_\_ Email Aboled@yahoo.com

Address: \_\_\_\_\_

Telephone: 313-618-9335 Fax: \_\_\_\_\_ Primary Design Responsibility: Engineer

C. Name: Brian Devlin, RLA

Mailing Address: 31736 W. Chicago Ave., Livonia Mi, 48150

Email Address: JBDevlin.RLA@gmail.com

Telephone: 734-634-9208 Fax: \_\_\_\_\_ Primary Design Responsibility: Landscape Arch.

**ATTACH THE FOLLOWING:**

1. Eight (8) individually folded copies of the site plans, sealed by a registered architect, engineer, landscape architect or community planner as well as ONE (1) Electronic copy.
2. **A brief written description** of the existing and proposed uses, including but not limited to: hours of operation, number of employees on largest shift, number of company vehicles, etc.
3. Proof of property ownership.
4. Review comments or approval received from county, state, or federal agencies that have jurisdiction over the project, including but not limited to:

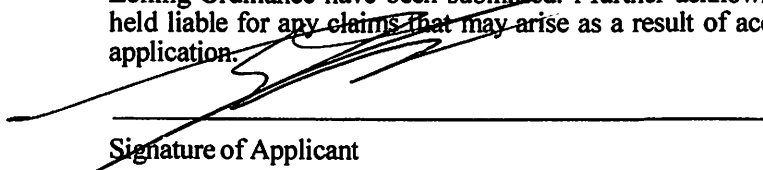
- |   |  |
|---|--|
| G Wayne County Road Commission          | G Wayne County Drain Commission                |
| G Wayne County Health Division          | G Michigan Department of Natural Resources     |
| G Michigan Department of Transportation | G Michigan Department of Environmental Quality |

**PLEASE NOTE:** The applicant or a designated representative **MUST BE PRESENT** at all scheduled review meetings or the site plan may be tabled due to lack of representation.

Failure to provide true and accurate information on this application shall provide sufficient grounds to deny approval of a site plan application or to revoke any permits granted subsequent to site plan approval.

**APPLICANT'S ENDORSEMENT:**

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

	<u>11-15-2021</u>
Signature of Applicant	Date
_____	_____
Signature of Applicant	Date
_____	_____
Signature of Property Owner Authorizing this Application	Date

<b>TO BE COMPLETED BY THE CITY</b>	Case No. _____
Date Submitted: _____	Fee Paid: _____
By: _____	Date of Public Hearing: _____
<b>PLANNING COMMISSION ACTION</b>	
Approved: _____	Denied: _____
Date of Action: _____	

Land in the City of Lincoln Park, County of Wayne, State of Michigan:

**PARCEL 1:**

Lots 211 through 214, inclusive and Lots 237 through 248, inclusive, including the South ½ vacated alley adjacent to Lots 211 through 214, inclusive, and Lots 237 through 239, inclusive, and including the North ½ vacated alley adjacent to Lot 240, and including the East ½ vacated alley adjacent to Lots 240 through 248, inclusive, and including the East ½ vacated street adjacent to Lot 211, GLEASON PARK SUBDIVISION, as recorded in Liber 33, Page 90 of Plats, Wayne County Records.

**PARCEL 2:**

Lot 104, EXCEPT the Westerly 17 feet thereof, ALSO EXCEPT the Northerly 20.01 feet thereof, ALSO Lots 138 and 210, EXCEPT the Westerly 17 feet thereof, Also adjacent vacated alley 16 feet wide, Also the South ½ of adjacent vacated alley, GLEASON PARK SUBDIVISION, as recorded in Liber 33, Page 90 of Plats, Wayne County Records.

COMMONLY KNOWN AS: [1125 Fort St., Lincoln Park, MI 48146-1802](#)

Tax I.D. No.: 45-002-08-0211-000 (as to Parcel 1)  
45-002-08-0104-004 (as to Parcel 2)



## 2420 Fort Park Blvd – Shopping Center

### Site Plan Review

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Applicant	Omar Alghaiti, represented by MA Designers, Inc.
Project	Shopping Center
Address	2420 Fort Park Boulevard, Lincoln Park, MI 48146
Date	December 8, 2021
Request	Site Plan Review

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#### 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

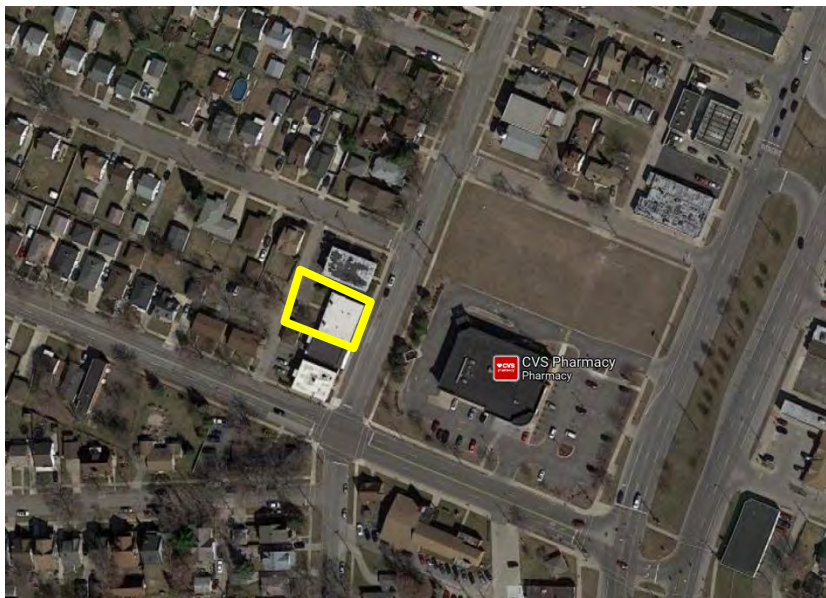


Figure 1: Aerial of Site

The proposed project is a shopping center. The site is currently a vacant commercial building with four units, and this review will both bring the site into conformity with the Zoning Ordinance and will allow for new commercial units to open onsite without having to go before the Planning Commission each time.

#### *Site conditions*

The existing 4-unit, 4,014 sq. ft. building is located on a 0.18-acre parcel situated on Fort Park Boulevard between McClain Avenue and Champaign Road. There is a parking area behind the building with vehicular access via a public alley. There is also

on-street parking along Fort Park Blvd. The public alley west of the building separates the site from a single-family residential neighborhood. The building is served by an existing 6-ft. concrete sidewalk on Fort Park Blvd.

### Master Plan Future Land Use Classification

The Future Land Use classification for this parcel is Neighborhood Commercial.

#### *Intent; Desirable Uses & Elements*

Neighborhood Commercial properties are intended to serve the the immediate neighborhood and are located within existing neighborhoods. The proposed use fits within the Neighborhood Commercial land use designation.

### Land Use and Zoning

#### *Zoning*

The parcel is zoned Neighborhood Business District. The proposed use of a “shopping center with less than twenty thousand (20,000) square feet of gross floor area, containing uses permitted in this chapter” is a permitted after Special Land Use approval in the NBD per §1276.03(c).



Figure 2: Zoning Map

#### *Proposed and Existing Uses*

<b>Site</b>	Vacant commercial building; Neighborhood Business District (NBD)
<b>North</b>	Commercial; Neighborhood Business District (NBD)
<b>East</b>	ROW & Commercial; Municipal Business District (MBD)
<b>South</b>	Commercial; Neighborhood Business District (NBD)
<b>West</b>	ROW (alley) & Residential; Single-Family Residential District (SFRD)

### Site Plan Documents

The following site plan drawings have been used to perform this review and are part of the public record.

Page	Sheet Title	Original Date	Last Revision
SP-1	Existing Site Plan	9/17/2021	11/21/2021
A-1	Proposed Floor Plan	9/17/2021	–
A-2	Elevations	9/17/2021	–
A-3	Existing / Proposed Floor Plan	11/21/2021	–

### Dimensional Standards

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


	Required	Provided	Compliance
<b>Lot Width</b>	Min. 40 ft.	70 ft.	<b>Met</b>
<b>Street Frontage</b> (§1294.09)	Shrubbery and low retaining walls height < 2 ½'; tree branch height > 8'	Property is not located on a corner lot	<b>N/A</b>
<b>Lot Area</b>	Min. 4,000 sq ft	~7,780 sq ft	<b>Met</b>
<b>Lot Coverage</b>	Max. 50%	(4,014/7,780) ~50%	<b>Met</b>
<b>Height</b>	2-Story Building; 25 ft	1-story; 15'6"	<b>Met</b>
<b>Setback – Front</b>	0	0	<b>Met</b>
<b>Setback – Sides</b>	0	0	<b>Met</b>
<b>Setback – Rear</b>	0	~53 ft.	<b>Met</b>

### 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"> <li>Building mass, height, bulk and width-to-height ratio within 50-150% of buildings within 500'</li> </ul>	<b>Met</b>
<ul style="list-style-type: none"> <li>Architectural variety</li> <li>Similar materials and entrances to buildings within 500'. <i>Primarily brick with flat roofs.</i></li> </ul>  <p><i>Figure 3: 1 block north on Fort Park Blvd.</i></p>	<b>Met</b>



Required	Compliance
 <p data-bbox="215 695 683 726">Figure 4: 1 block south on Fort Park Blvd.</p>	
<ul style="list-style-type: none"> <li>• 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).  <u>East Elevation (front): 54% masonry (297 sf / 545 sf)</u> <ul style="list-style-type: none"> <li>○ Masonry: ~297 sf</li> <li>○ Dryvit: ~248 sf</li> <li>○ Glass Windows/Doors (exempt): ~492 sf</li> <li>○ Total Area: ~1,037 sf</li> </ul> <u>West Elevation (rear): 88% masonry (769 sf / 871 sf)</u> <ul style="list-style-type: none"> <li>○ Masonry: ~769 sf</li> <li>○ Metal Doors: ~102 sf</li> <li>○ Total Area: ~871 sf</li> </ul> <u>North Elevation (side): 100% masonry</u> <ul style="list-style-type: none"> <li>○ Masonry: ~929 sf</li> <li>○ Total Area: ~929 sf</li> </ul> <p>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).</p> </li> <li>• Natural colors (bright for decorative features only) <i>Existing building is natural brick.</i></li> </ul>	<p><b>NOT MET</b></p>
<ul style="list-style-type: none"> <li>• Façade: &lt;100' uninterrupted <i>Building is ~70 ft. wide</i></li> <li>• If &gt;100' = recesses, off-sets, angular forms, arches, colonnades, columns, pilasters, detailed trim, brick bands, contrasting courses of material, cornices or porches</li> <li>• All sides similar <i>All sides are the same color.</i></li> </ul>	<p><b>Met</b></p>
<ul style="list-style-type: none"> <li>• Windows: vertical, recessed, visually obvious sills. <i>No windows on north / west sides.</i></li> <li>• Spaces between windows = columns, mullions, or material found elsewhere on the façade</li> <li>• Front facades &gt; 25% windows 47 % transparency [492 sf (windows + doors) / 1,037 sf]</li> <li>• Size, shape, orientation, spacing to match buildings within 500'</li> </ul>	<p><b>Met</b></p>
<ul style="list-style-type: none"> <li>• Main entrances: doors larger</li> <li>• Framing devices (overhangs, recesses, peaked roof forms, porches, arches, canopies, parapets, awnings, display windows, accent colors, tile work, moldings, pedestrian-scale lighting, distinctive door pulls) <i>Larger front doors with distinctive door pull, large display windows</i></li> </ul>	<p><b>Met</b></p>



Required	Compliance
<ul style="list-style-type: none"> <li>• Pitched / shingled roof forms suggested; overhanging eaves with slope of 0.5 to 1 <i>flat roof</i></li> <li>• Rooflines &gt;100' = roof forms, parapets, cornice lines <i>N/A</i></li> <li>• Roof-top mechanical equipment screened by roof form. <i>No roof-top mechanical equipment proposed.</i></li> </ul>	<p><b>Met as possible</b></p>

The existing building does not meet the standards for building materials on the front façade. As the proposal does not include changes to the building façade, the City has historically permitted existing façade conditions to remain.

**Items to be addressed**

*None*

**PRESERVATION OF SIGNIFICANT NATURAL FEATURES**

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

There are no significant natural features to preserve.

**Items to be addressed**

*None*

**SIDEWALKS, PEDESTRIAN AND BICYCLE CIRCULATION**

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

The site is served by a 6' public sidewalk along Fort Park Blvd., which provides pedestrian circulation separated from the vehicular circulation. The existing sidewalk appears to be cracked in several places and in need of repair. There are no bicycle lanes on the ROW or bicycle parking facilities proposed.

**Items to be addressed**

- Applicant shall ensure that concrete sidewalks are brought up to the City's standards.*

**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
Shopping centers or clustered commercial centers with less than 60,000 square feet of gross leaseable floor area	Four (4) for every one-thousand (1,000) square feet of gross leaseable floor area (GLFA)  <i>GLFA = 85% GFA where floor plans not yet determined = 4,014*0.85 = 3,412 sf</i> <i>3,412 / 1,000 = 3.4 x 4 = 13 spaces</i>	5	NOT MET

The proposed number of the parking spaces does not comply with the parking requirements for the proposed use, and the small lot size prevents the applicant from providing the required 13 parking spaces. However, there is also on-street parking along Fort Park Blvd., with room for roughly 10 parking spaces. It is the Planning Commission’s responsibility to determine whether the proposed parking plan offers adequate provision for the intended use while preserving the public health, safety, and welfare.

§1290.01 (q) Waiver or Modification of Standards for Special Situations. The Planning Commission may reduce or waive the number of off-street parking and/or loading spaces required for a specific use, provided they determine that no good purpose would be served by providing the required number of such spaces. In making such a determination to reduce or waive the requirements for off-street parking and/or loading spaces of this chapter, the following may be considered:

- (1) Extent that existing off-street parking and/or loading spaces can effectively accommodate the parking and loading needs of a given use.
- (2) Extent that existing on-street parking and/or loading spaces can effectively accommodate the parking and loading needs of a given use without negatively impacting traffic safety or adjacent uses.
- (3) Existing and proposed building placement.
- (4) Location and proximity of municipal parking lots and/or public alleys.
- (5) Agreements for parking and/or loading spaces with adjacent or nearby property owners.

	Required	Proposed	Compliance
Parking Area Type B §1290.05	Adequate means of ingress and egress shall be provided and shown	Ingress/egress to parking area is via the rear public alley.	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	Parking area is asphalt.	Met
	Concrete curbs and gutters	No curb details provided.	INQUIRY
	When adjoining residential property and/or a residential street or alley: 6’ solid masonry wall, ornamental on both sides, with bumper guards	There is an alley between the parking area and residential property; There is no space on the site for the required masonry wall and landscaping.	Met
	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.		

	Required	Proposed	Compliance
	Entrance only from the adjoining principal use or adjoining alley; no use of street for backing or maneuvering	Ingress/egress only from alley there is ample space in the alley for 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.	No parking spaces directly abut sidewalks or right-of-ways.	N/A

**Items to be addressed**

- A parking waiver is requested from the Planning Commission for the required 13 parking spaces. Factors for consideration are the size of the site and available on-street parking on Fort Park Blvd.
- Applicant shall show curbs for parking area on the plan, if applicable.

**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
1-25	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
2,001 to 5,000	1	Loading may occur in alley.	Met

**Items to be addressed**

*None*

**ACCESS, DRIVEWAYS, AND VEHICULAR CIRCULATION**

*Safe, convenient, uncongested, and well-defined vehicular and pedestrian circulation within and to the site shall be provided. Drives, streets, parking and other elements shall be designed to discourage through traffic, while promoting safe and efficient*

*traffic operations within the site and at its access points. All driveways shall meet the design and construction standards of the City. Access to the site shall be designed to minimize conflicts with traffic on adjacent streets, particularly left turns into and from the site. For uses having frontage and/or access on a major traffic route, as defined in the City of Lincoln Park Comprehensive Development Plan, the number, design, and location of access driveways and other provisions for vehicular circulation shall comply with the provisions of Section 1290.10, Access Management Standards.*

The standards of this section shall be applied to the following major traffic routes (arterials) identified in the City of Lincoln Park Comprehensive Development Plan: Southfield Rd., Fort St., Dix Ave., and Outer Dr.

There is no vehicular access to this site from any of these routes, so the standards of this section do not apply.

**Items to be addressed**

*None*

**EMERGENCY VEHICLE ACCESS**

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

Emergency vehicle access will be via Fort Park Blvd. or the alley west of the site. The Lincoln Park Police Department has reviewed this plan and indicates no outstanding issues.

**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	The sidewalk directly abuts Fort Park Blvd. with no space for landscaping.	N/A
	1 tree and 4 shrubs per 40' of street frontage		
	Where headlights from parked vehicles will shine into the ROW, may require a totally obscuring hedge		
Interior Landscaping	10% of total lot area landscaped, including groundcover <i>(7,780 sf * 0.1) = 778 sf landscaping</i> <i>30% redevelopment standard: 233 sf</i>	~1,800 sf of the site is landscaped.	Met
	Interior landscaping to be grouped near entrances, foundations, walkways, service areas	Existing landscaped area at rear entrance.	Met
	1 tree per 400 sf of required landscaping and 1 shrub per 250 sf of required landscaping <i>778/400 = 1.9 = 2 trees</i> <i>778/250 = 3.1 = 3 shrubs</i> <i>30% redevelopment standard: 1 tree and 1 shrub</i>	1 tree and 8 existing evergreen shrubs to remain.	Met
Parking Lot	1 deciduous or ornamental tree per 10 parking spaces	Fewer than 10 parking spaces.	N/A
	100 sf of planting area per tree		
Screening	Waste receptacle: Decorative masonry wall of at least 6' with solid or impervious gate	Proposed waste management plan is to share an existing dumpster with a neighboring property; letter of agreement must be provided.	INQUIRY
	Abutting residential: greenbelt, 15' with 5' evergreens (PC may waive) or a solid 6' masonry wall ornamental on both sides	There is no space on the site for the required masonry wall and landscaping.	N/A

**Items to be addressed**

- Applicant shall request a Planning Commission waiver from the landscaping and abutting residential screening requirements as the site is too small to accommodate such requirements.
- Applicant shall provide letter of agreement for shared use of neighboring dumpster.

**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.

All erosion and sedimentation measures are under the jurisdiction of Wayne County.

#### Items to be addressed

- *Applicant shall work with the building superintendent, City Engineer, and Lincoln Park Department of Public Services to review soil erosion practices as needed.*

#### 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, and the existing utilities and lead for the commercial site are being reused. No new water line or sanitary sewer systems are proposed for the site. For sanitary sewer service, the applicant will need to verify that the existing sanitary service is adequate to handle the required flows for the building use. If being reused, it is important that the applicant realize that this existing sanitary service is incredibly old and may have reached its life expectancy. It is highly recommended that the existing sanitary sewer service be videotaped to determine the condition of the service lead. For water service, the applicant must verify the water service type and size and that the existing service is adequate to handle the required flows. If it is undersized for the proposed use of the building or if it is a lead-type service, it must be replaced. As with the sanitary sewer, it is important that the applicant realized that the existing water service is incredibly old and may have reached its life expectancy.

#### Items to be addressed

- *Applicant shall work with the City Engineer to verify the existing water service and sanitary service type, size, and determine the lead capacity for the proposed building use.*
- *It is highly recommended that the existing sanitary sewer service be videotaped to determine the condition of the service lead.*

#### STORMWATER MANAGEMENT

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

Stormwater management is under the jurisdiction of Wayne County. No new stormwater management system is proposed to the site.

#### Items to be addressed

- *Applicant shall work with the City Engineer to review stormwater management 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.*

1276.06, Required Conditions (NBD)	Proposed	Compliance
All lighting in connection with permitted business uses shall be so arranged as to reflect away from adjoining residence buildings or residentially zoned property, and shall be no greater than ten (10) foot candles at any point upon the lot, and no greater than one (1) foot candle along any lot line.	No new lighting proposed at this time.	<b>Met</b>

**Items to be addressed**

- If new lighting is proposed, applicant shall provide manufacturer specifications to ensure that lighting is arranged to deflect away from adjacent properties and so that it does not impede the vision of traffic along adjacent streets.*

**NOISE**

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

No adverse noise impacts are anticipated from the development.

**Items to be addressed**

*None*

**MECHANICAL EQUIPMENT**

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

No mechanical equipment is proposed.

**Items to be addressed**

*None*

**SIGNS**

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

Signs shall be permitted by the Building Department in accordance with the Lincoln Park Sign Ordinance. Sign information presented during site Plan Review is for illustrative purposes only.

**Items to be addressed**

- Applicant shall work with the Building Department to ensure signs comply with the Lincoln Park Sign Ordinance.*

### 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.*

There is no indication of hazardous substances and polluting materials to be used or stored on-site at the facility.

#### Items to be addressed

*None*

### SITE DESIGN STANDARDS FOR USES PERMITTED AFTER SPECIAL APPROVAL

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

No additional standards are required for this approval.

#### Items to be addressed

*None*

### OTHER AGENCY REVIEWS

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

#### Items to be addressed

- Applicant to secure all appropriate agency reviews as needed.*

### VARIANCES

No variances are anticipated in conjunction with this development.

#### Items to be addressed

*None*

### RECOMMENDATIONS

#### Findings

The proposal is substantially in compliance with §1296.01, Site Plan Review.



### Waivers

- A parking waiver is requested from the Planning Commission for the required 13 parking spaces. Factors for consideration are the size of the site and available on-street parking on Fort Park Blvd.
- Applicant shall request a Planning Commission waiver from the landscaping and abutting residential screening requirements as the site is too small to accommodate such requirements.

### Conditions

#### Conditions to be addressed before approval is issued

- Applicant shall show curbs for parking area on the plan, if applicable.
- Applicant shall provide letter of agreement for shared use of neighboring dumpster.
- If new lighting is proposed, applicant shall provide manufacturer specifications to ensure that lighting is arranged to deflect away from adjacent properties and so that it does not impede the vision of traffic along adjacent streets.

#### Conditions of approval

- Applicant shall ensure that concrete sidewalks are brought up to the City's standards.
- Applicant shall work with the building superintendent, City Engineer, and Lincoln Park Department of Public Services to review soil erosion practices as needed.
- Applicant shall work with the City Engineer to verify the existing water service and sanitary service type, size, and determine the lead capacity for the proposed building use.
- It is highly recommended that the existing sanitary sewer service be videotaped to determine the condition of the service lead.
- Applicant shall work with the City Engineer to review stormwater management system to determine the appropriate permitting process.
- Applicant shall work with the Building Department to ensure signs comply with the Lincoln Park Sign Ordinance.
- Applicant to secure all appropriate agency reviews as needed.

### Proposed Motion

I move that the City of Lincoln Park Planning Commission **approve** the site plan numbered PPC21-0065, proposing a shopping center at 2420 Fort Park Boulevard and consisting of the pages and revision dates found under 'Site Plan Documents' above, based on the finding that the proposal substantially complies with the requirements of §1296.01. This approval is conditional upon the submittal, within 45 days of the date of this report, of a revised Site Plan resolving the items noted above and subject to administrative review and approval.

## 2420 Fort Park Blvd – Shopping Center Special Land Use Review

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Applicant	Omar Alghaiti, represented by MA Designers, Inc.
Project	Shopping Center
Address	2420 Fort Park Boulevard, Lincoln Park, MI 48146
Date	December 8, 2021
Request	Special Land Use

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### REQUEST

The applicant proposes to obtain Special Land Use approval to allow for shopping center at 2420 Fort Park Boulevard. The site is an existing building with four units along Fort Park Boulevard between McLain Avenue and Champaign Road. The site is about 0.15 acres, and there is vehicular access to the building via the alley in the rear. The proposed use of a shopping center with less than twenty thousand (20,000) square feet of gross floor area is permitted within the Neighborhood Business District (NBD) after Special Land Use approval under §1276.03(c) of the Lincoln Park Zoning Code.

The property is legally described as:

GF127 128 129 LOTS 127 128 AND 129 FORT ST. ESTATES SUB PC 86 L35 P4 WCR

### 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;

*The proposed use will prepare an existing and vacant building in the Neighborhood Business District to be development-ready for future businesses .*

*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;

*The Future Land Use classification for the site is Neighborhood Commercial.*

*Neighborhood Commercial properties are intended to serve the the immediate neighborhood and are located within existing neighborhoods. This site is one of very few properties in the City that meets the intent of the "Neighborhood Commercial" land use.*

*This condition is MET*

- 3) The special use is necessary for the public convenience at that location;

*The site is existing, and it will serve the adjoining neighborhoods.*

*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;

*The proposal will make use of an existing and vacant building that is in good condition. The proposed use is compatible with adjacent residential and commercial uses.*

*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;

*The site is adequately designed and located between a residential neighborhood and commercial properties along Fort Street.*

*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;

*The proposed use will fill an existing and vacant building and will re-use existing services and facilities.*

*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;

*The proposal will make use of an existing and vacant building that is in good condition. The proposed use is an appropriate use adjacent to a residential neighborhood.*

*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;

*The proposal does nothing to protect the natural environment; however, it will maintain existing landscaping on the site.*

*This condition is PARTIALLY 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

*The site meets zoning requirements and design standards, and there are no specific site design standards for uses permitted after special approval pertinent to neighborhood shopping centers.*

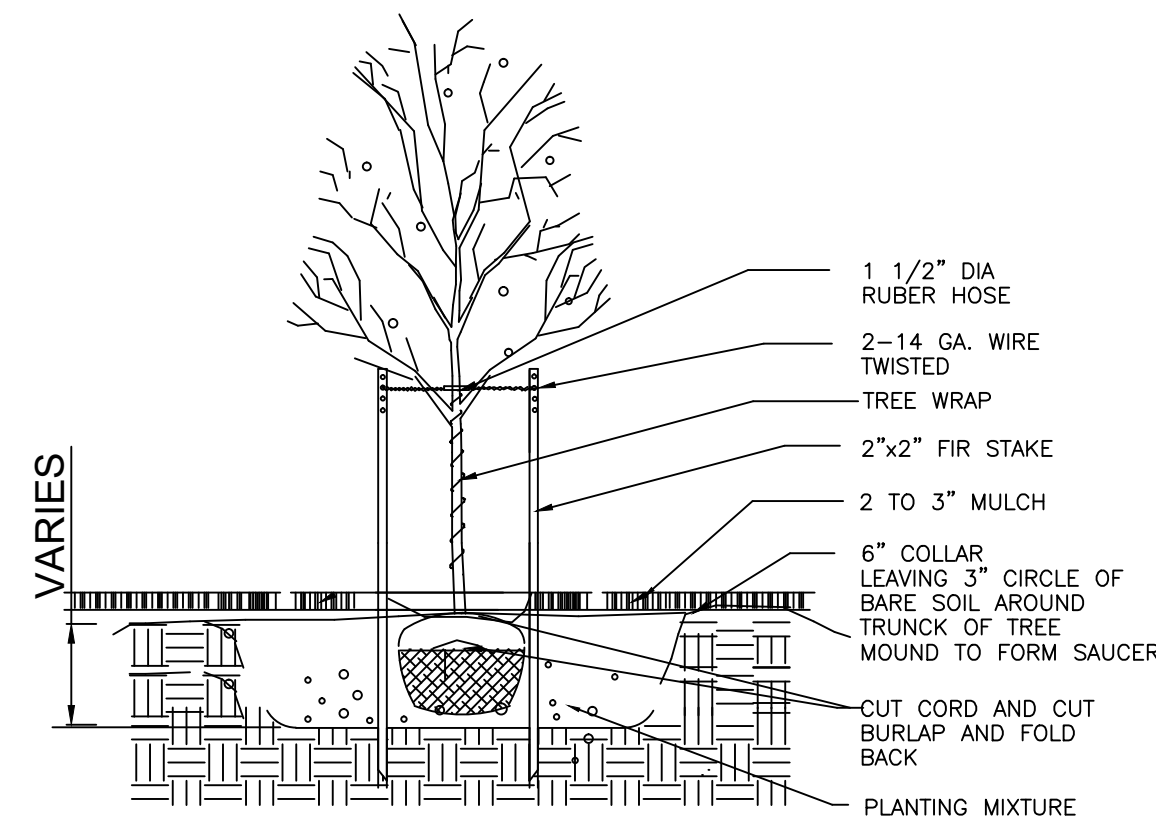
*This condition is MET.*

- 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.

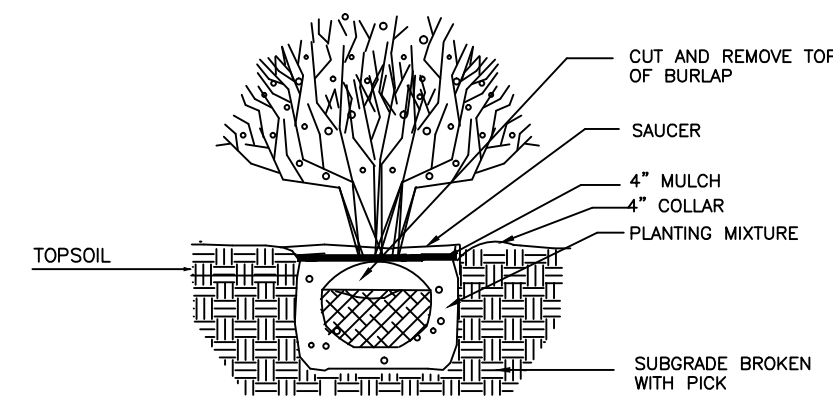
*This condition is MET.*

### PROPOSED MOTION

I move that the Lincoln Park Planning Commission grant Special Land Use **Approval** for a shopping center at 2420 Fort Park Boulevard, as requested in PPC 21-0065, based on an affirmative finding of compliance with the criteria set forth in Section 1262.08 of the Lincoln Park Zoning Code.



Deciduous Tree Planting NTS



Shrub Planting NTS

LANDSCAPING PLAN

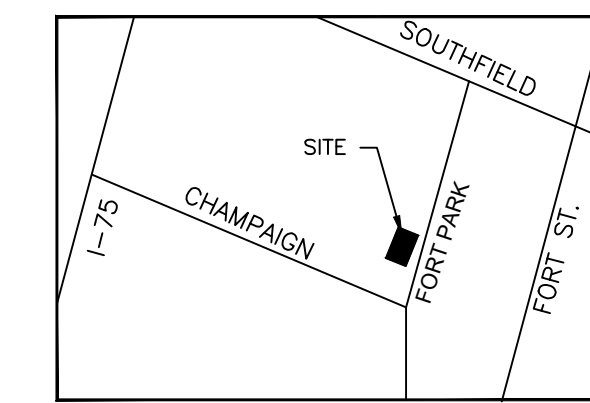
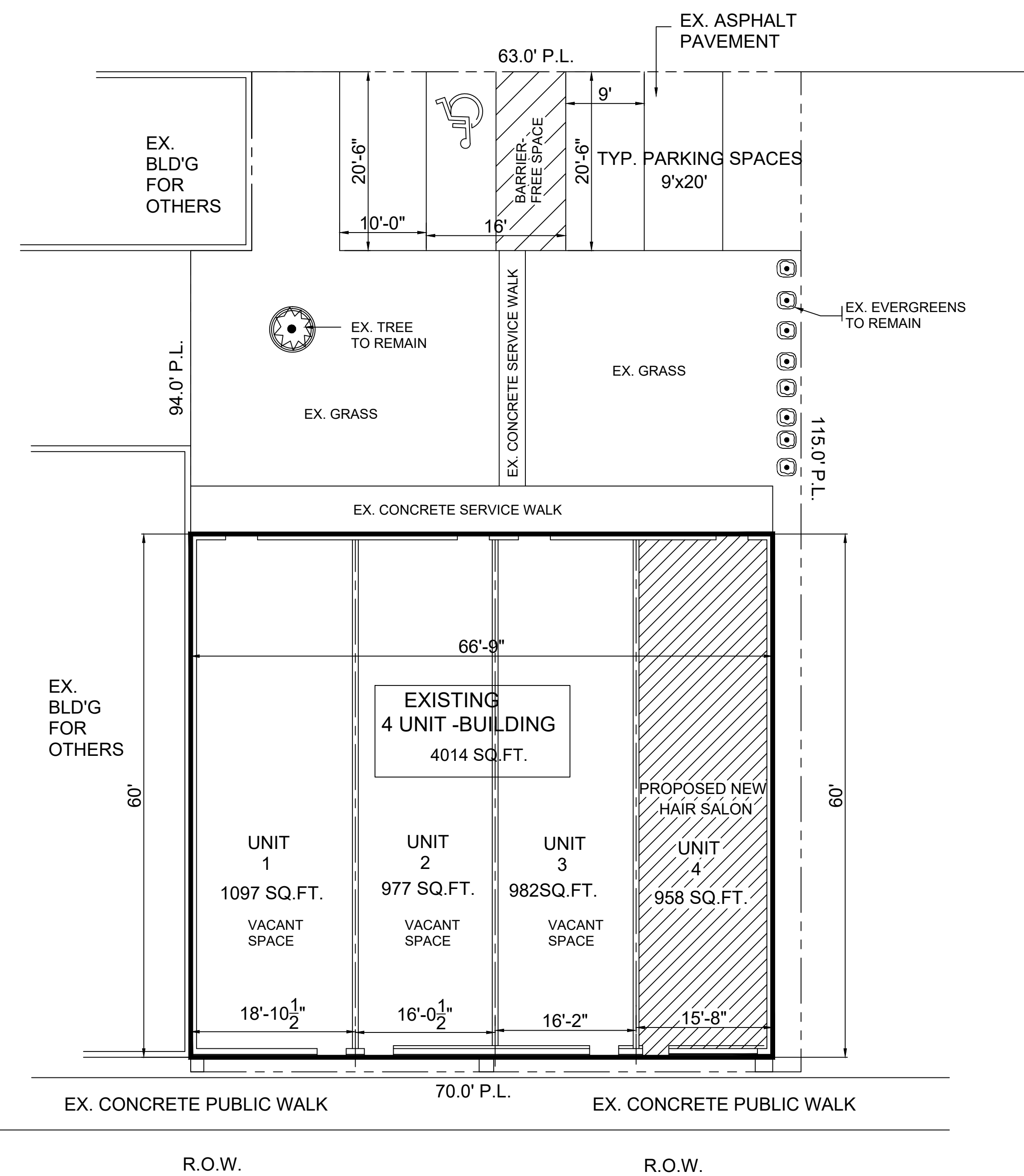
TYPE	SYMBOL	SIZE	QUANTITY
YEWS	⊗	4FT. O.C.	SEE PLAN
REDSPICE PEAR TREES	⊙	3.0" CAL.	SEE PLAN
LEAF LINDEN	⊙	AT 30'-0" C/C	SEE PLAN

LANDSCAPING NOTES:

- EXISTING TOP SOIL FOUND TO BE IN GOOD CONDITION TO BE STORED ON SITE AND PROTECTED FROM EXTREME WEATHER CONDITIONS, BAD SOIL TO BE DISPOSED IN LEGAL MANNER.
- ALL LANDSCAPED AREA (L.S. AREA) TO RECEIVE MIN. 4" TOP SOIL WITH SOD. PROVIDE FERTILIZER UNDER SOD, ALL PER CITY STANDARDS.
- ALL PLANT MATERIALS ARE TO BE FIRST QUALITY NURSERY STOCK, FREE FROM DISEASE OR OBJECTIONABLE DISFIGUREMENTS, AND PLANTED IN CONFORMANCE WITH SOUND NURSERY PRACTICE.
- ALL NEW TREES ARE TO BE STAKED WITH TWO 6 FT., CEDAR STAKES GUYED WITH HOSE COVERED WIRE.
- ALL PLANTING PITS ARE TO RECEIVE 3 AGRIFORM TABS (3-YEAR FERTILIZER) AT TIME OF PLANTING.
- ALL PLANT MATERIALS ARE TO BE GUARANTEED FOR ONE YEAR TO BE IN HEALTHY AND VIGOROUS CONDITION. IT IS UNDERSTOOD THAT THE OWNER WILL PROVIDE ADEQUATE AND TIMELY CARE DURING THE GUARANTEE PERIOD.

EXISTING RESIDENTIAL ZONING

EXISTING PUBLIC ALLEY



KEY PLAN

SITE DATA

ZONING: COMMERCIAL-RETAIL/OFFICE  
 TOTAL SITE AREA: 7,780 (.18 ACRES)

PROPOSED/SALON/UNIT #4  
 SALON SPACE SQ.FT. = 958 SQ. FT.  
 PROPOSED 2 CHAIRS

PARKING SPACES REQUIRED  
 RETAIL/OFFICE PLAZA. = 3345 = 4014SQ.FT./300= 13

TOTAL SPACES REQUIRED: 13 SPACES  
 EXISTING SPACES ON SITE: 5 SPACES

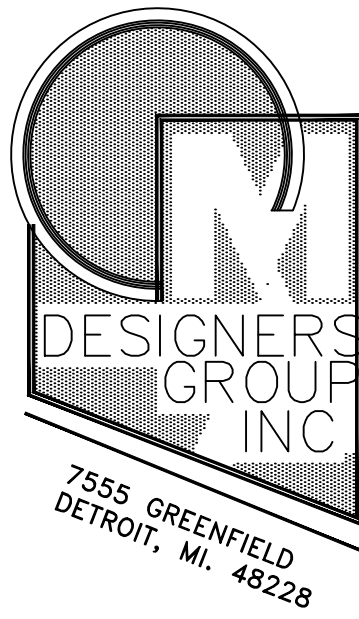
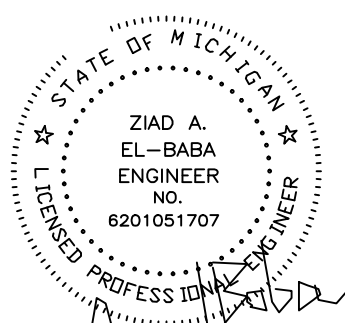
TYP. PARKING DIM.: 9'-0x20'-0 (4)  
 B.F. PARKING SPACE: 16' x 20' (1)

NOTE: PROVIDE LETTER FOR SHARED TRASH REMOVAL - BY OWNER

FORT PARK



EXISTING SITE PLAN  
 SCALE 1" = 20'-0"



(313)995-1515  
 MADESIGN19@YAHOO.COM

PROJECT NO.: 09172021

FILE NAME: FORT-PARK-SALON-SP1

PROJECT NAME: PROPOSED HAIR SALON INSIDE EXISTING BUILDING  
 2420 FORT PARK, LINCOLN PARK, MICHIGAN  
 OWNER: EXISTING 4 UNIT PLAZA 2426 - 2424 - 2422 - 2420 FORT PARK ST. LINCOLN PARK, MICHIGAN

DRAWN BY: AR

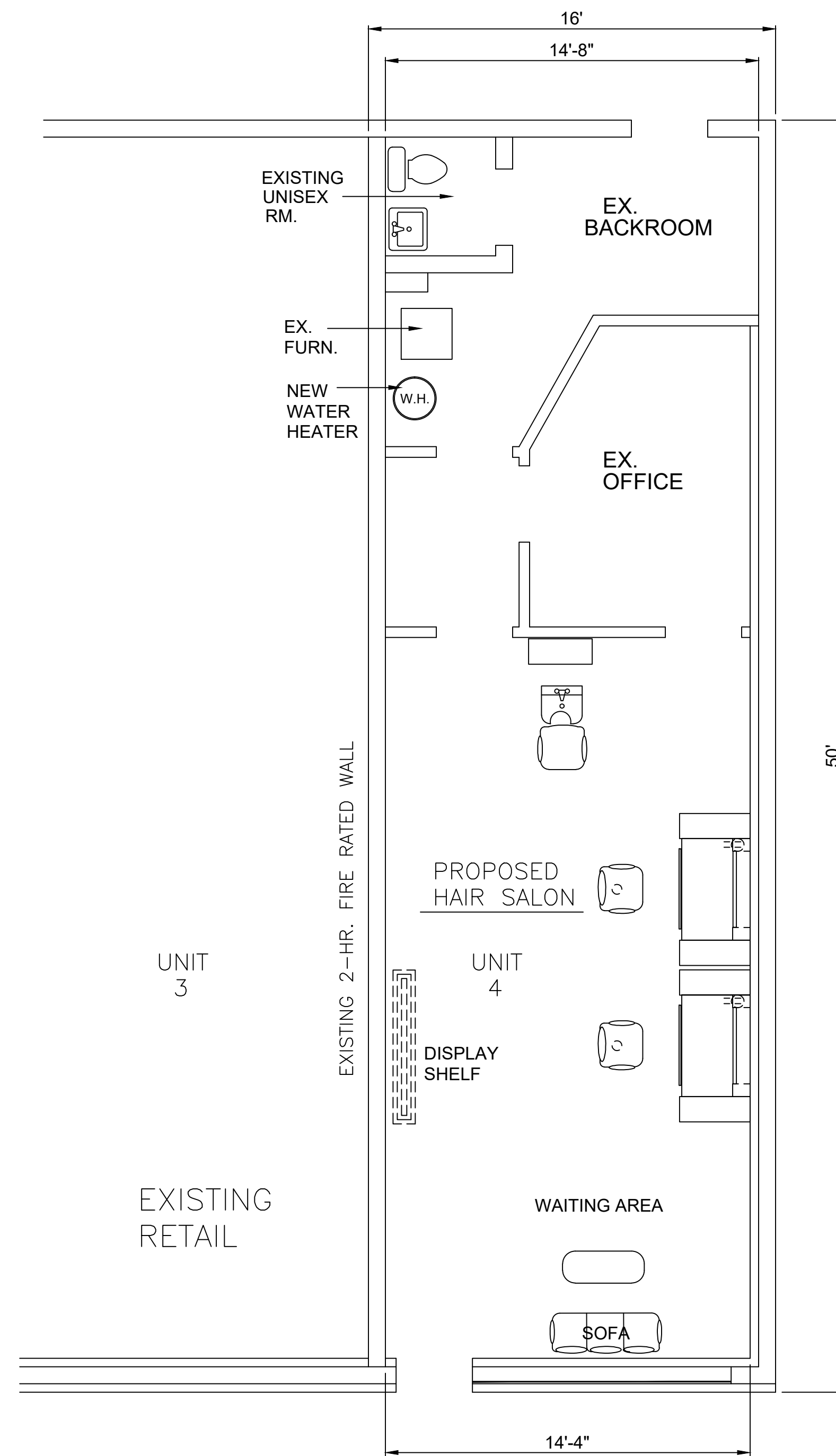
CHECKED BY: AR

DATE PLOTTED: 9-17-2021

DATE SUBMITTED: 9-17-2021

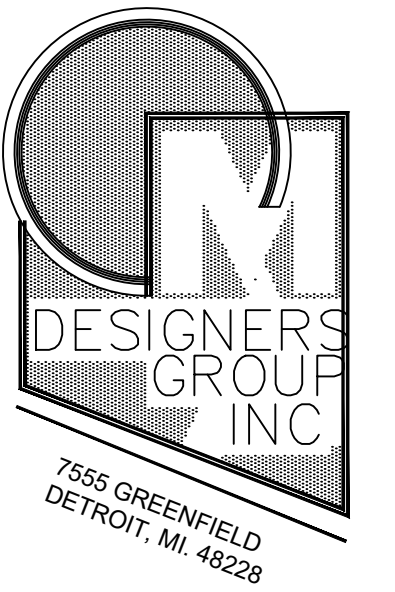
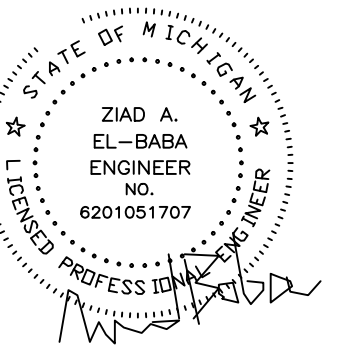
REVISIONS:  
 11-21-2021

SHEET NO.: SP-1



**PROPOSED FLOOR PLAN**

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



(313)995-1515  
MADESIGN19@YAHOO.COM

PROJECT NO.: 09172021

FILE NAME: FORT-PARK-SALON-A1

PROJECT NAME: **PROPOSED HAIR SALON  
INSIDE EXISTING BUILDING**  
2420 FORT PARK, LINCOLN PARK, MICHIGAN

OWNER: EXISTING 4 UNIT PLAZA  
2426 - 2424 - 2422 - 2420 FORT PARK ST.  
LINCOLN PARK, MICHIGAN

DRAWN BY: A.R.

CHECKED BY: A.R.

DATE PLOTTED: 9-17-2021

DATE SUBMITTED: 9-17-2021

REVISIONS:


SHEET NO.: **A-1**









November 30, 2021

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

Re: Proposed New Hair Salon  
2420 Fort Park Street  
City of Lincoln Park, MI  
Hennessey Project #72160

Dear Ms. Gunden:

Hennessey Engineers completed the first review, for planning commission purposes, of the plans dated November 21, 2021, and received via email from your office.

The project consists of reoccupying the existing commercial building at the above-mentioned site.

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

1. Based on the site plan submitted, the existing utilities and utility leads for the commercial site are being reused. It is important that the developer realize these existing utilities are 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 or around the building. If the service lead needs to be replaced the installation of the new service will need to be inspected by our office.
2. The developer should verify with the City the existing water service type and size. If the water service is a lead service, it will have to be replaced. The developer's engineer or architect shall determine the water service lead type and capacity.
3. The site data shown on sheet SP-1 specifies the need of 13-parking spaces yet only 5 are provided. This should be clarified on the plans.

Proposed New Hair Salon  
2420 Fort Park Street  
City of Lincoln Park, MI  
Hennessey Project 72160

November 30 2021

From an engineering feasibility, our office does not have any issues with the approval of the Preliminary Site Plan. Therefore, from the engineering feasibility review it would be our recommendation for the “**approval**” of the Preliminary Site Plan.

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

Sincerely,

HENNESSEY ENGINEERS, INC



Richard J. McCarty, P.E.  
Project Manager

RJM/rjm

cc: John Kozuh, DPW Director, City of Lincoln Park  
John Meyers, Building Official, City of Lincoln Park  
Laura Passalacqua (D’Onofrio), Commercial Business Assistant, City of Lincoln Park  
Monserrat Contreras, Permit Clerk, City of Lincoln Park  
James Hollandsworth, Lincoln Park Project Manager, Hennessey Engineers

R:\Municipalities\70000's Lincoln Park\72000's\72160 Hair Salon - 2420 Fort Park\2021-11-30\_2420 fort park - 1st PC Review\_72160.docx

## Elizabeth Gunden

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**From:** Ray Watters <RWatters@citylp.com>  
**Sent:** Tuesday, November 23, 2021 1:00 PM  
**To:** Elizabeth Gunden  
**Subject:** Re: Site Plan Review Request: 2420 Fort Park - Shopping Center

The police department does not have issues with the shopping center moving forward.

Chief R.Watters

---

**From:** Elizabeth Gunden <egunden@bria2.com>  
**Sent:** Tuesday, November 23, 2021 8:07 AM  
**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@engineers.com <jdhollandsworth@engineers.com>  
**Subject:** Site Plan Review Request: 2420 Fort Park - Shopping Center

Hello!

Please find attached a set of plans for a shopping center at 2420 Fort Park Blvd. I apologize for sending this so late, but comments are appreciated by reply to this email by Tuesday, November 30<sup>th</sup>. Thank you!

Liz Gunden. AICP  
Project Planner

**Beckett&Raeder, Inc.**

*Making Great Places for over 50 Years*

535 West William St Suite 101  
Ann Arbor, MI 48103

Office: 734.663.2622  
Direct Line: 734.239.6615

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

Please visit us at [www.bria2.com](http://www.bria2.com)

FOR OFFICE USE ONLY	
CASE #	PPC21-0065
DATE SUBMITTED	_____

## APPLICATION FOR SITE PLAN REVIEW

CITY OF LINCOLN PARK  
1355 SOUTHFIELD RD. LINCOLN PARK, MI 48146  
PH: (313) 386-1800 | FAX: 313-386-2205

RECEIVED  
NOV 24 2021  
CITY OF LINCOLN PARK  
BUILDING DEPARTMENT

### NOTICE TO APPLICANT:

Applications for Site Plan Review by the Planning Commission must be submitted to the City in complete form at least thirty (30) days prior to the Planning Commission's meeting at which the proposal will be considered. City Staff will review the application for completeness. 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 pm. All meetings are held at the Lincoln Park City Hall.

### APPLICANT INFORMATION

NAME Omar Alghaiti			ADDRESS 1558 Sherwood ct.		
CITY Dearborn	STATE MI	ZIP CODE 48124	PHONE (313) 289-8869	EMAIL oalghaiti@gmail.com	

### PROPERTY OWNER (if different from Applicant)

NAME			ADDRESS		
CITY	STATE	ZIP CODE	PHONE	EMAIL	

Attached written consent of property owner or lessee of property, if different than applicant.

### PROPERTY INFORMATION

PROPERTY ADDRESS 2420 Fort Park Blvd.	NEAREST CROSS STREETS Fort st. & Champaign
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 a metes and bounds description. Attach separate sheets if necessary.) GF 127 128 129 LOTS 127 128 AND 129 FORT ST. ESTATES SUB PC 86 L35 P4 WCR	
PROPERTY SIZE (square feet and acres) 3,300 square feet 0.08 ACRES	ZONING DISTRICT NBD

### PROPOSED DEVELOPMENT

Present Use of Property: Vacant

Proposed Use of Property: shopping center

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Please complete the following chart:

TYPE OF DEVELOPMENT	NUMBER OF UNITS	GROSS FLOOR AREA	NUMBER OF EMPLOYEES ON LARGEST SHIFT
<i>Detached Single Family</i>			
<i>Attached Residential</i>			
<i>Office</i>			
<i>Commercial</i>	4	3,300	N/A
<i>Industrial</i>			
<i>Other</i>			

PROFESSIONALS WHO PREPARED THE PLANS:

NAME MA Designers, INC			ADDRESS 5710 Rouge Circle	
CITY Dearborn Hts.	STATE MI	ZIP CODE 48127	PHONE (313) 995-1515	EMAIL madesign19@yahoo.com
PRIMARY DESIGN RESPONSIBILITY Designer				

NAME			ADDRESS	
CITY	STATE	ZIP CODE	PHONE	EMAIL
PRIMARY DESIGN RESPONSIBILITY				

NAME			ADDRESS	
CITY	STATE	ZIP CODE	PHONE	EMAIL
PRIMARY DESIGN RESPONSIBILITY				

NAME			ADDRESS	
CITY	STATE	ZIP CODE	PHONE	EMAIL
PRIMARY DESIGN RESPONSIBILITY				

**ATTACH THE FOLLOWING:**

<input type="checkbox"/>	Eight (8) individually folded copies of the site plan (24" x 36"), sealed by a registered architect, engineer, landscape architect, or community planner as well as ONE (1) electronic copy in PDF format.	
	A brief written description of the existing and proposed uses as identified in the "Narrative" section of the Site Plan Application Requirements Table, including but not limited to hours of operation, number of employees, number of employees on largest shift, number of company vehicles, etc.	
	Proof of property ownership or lease agreement.	
<input type="checkbox"/>	Review comments of approval received from County, State, or Federal agencies that have jurisdiction over the project, including but not limited to:	
	Wayne County Road Commission	Wayne County Drain Commission
	Wayne County Health Division	Michigan Department of Natural Resources
	Michigan Department of Transportation	Michigan Department of Environment, Great Lakes, & Energy

**IMPORTANT**

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 after the site plan approval.

**APPLICANT 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. Finally, I acknowledge that part of the site plan review process includes City staff entering the exterior of the property for site visits.

Signature of Applicant: *Ann Ann*

Date: 11/22/21

Signature of Applicant: *Ann Ann*

Date: \_\_\_\_\_

Signature of Property Owner: *Ann Ann*  
 Authorizing this Application

Date: 11/22/21

**TO BE COMPLETED BY THE CITY**

DATE SUBMITTED:	FEE PAID:
BY:	DATE OF PUBLIC HEARING:
<b>PLANNING COMMISSION ACTION</b>	DATE OF ACTION:
<input type="checkbox"/> APPROVED	
<input type="checkbox"/> DENIED	



RECEIVED

NOV 24 2021

CITY OF LINCOLN PARK  
BUILDING DEPARTMENT

Case No. PPC 21-0065

Date Submitted \_\_\_\_\_

City of Lincoln Park  
APPLICATION FOR SPECIAL USE APPROVAL

**NOTICE TO APPLICANT:** Applications for Special Use review by the Planning Commission must be submitted to the City *in substantially complete form* at least thirty (30) days prior to the Planning Commission's meeting at which the proposal will be considered. The application must be accompanied by six (6) individual folded copies of the site plan, plus the required review fees. Regular meetings of the Planning Commission are held on the 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.

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: Omar Alghaiti

Mailing Address: 1558 Sherwood ct. Dearborn MI 48124

Email Address: oalghaiti@gmail.com

Telephone: (313) 289-8869 Fax: \_\_\_\_\_

Property Owner(s) (if different from Applicant): \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Applicant's Legal Interest in Property: \_\_\_\_\_

Location of Property: Street Address: 2420 Fort Park Blvd.

Nearest Cross Streets: Fort st. & champaign

Sidwell Number: 4500 9130 127000

**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.

GF 127 128 129 LOTS 127 128 AND 129 FORT ST.

ESTATES SUB PC 86 L35 P4 WCR

Property Size (Square Ft): 3,300 (Acres): 0.08

Present Use of Property: VACANT

Proposed Use of Property: Shopping Center



Existing Zoning (please check):

- |  |                                   |
|--|-----------------------------------|
| G SFRD Single Family Residential District                              | G RBD Regional Business District  |
| G MFRD Multiple Family Residential District                            | G CBD Central Business District   |
| G MHRD Mobile Home Park District                                       | G GID General Industrial District |
| <input checked="" type="checkbox"/> NBD Neighborhood Business District | G LID Light Industrial District   |
| G MBD Municipal Business District                                      | G CSD Community Service District  |
| G PUD Planned Unit Development District                                |                                   |

Please Complete the Following Chart:

Type of Development	Number of Units	Gross Floor Area	Number of Employees on Largest Shift
Detached Single Family			
Attached Residential			
Office			
Commercial	4	3,300	N/A
Industrial			
Other			

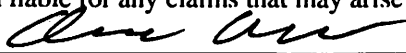
**ATTACH THE FOLLOWING:**

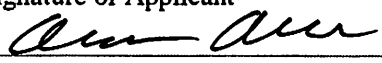
- Six (6) individually folded copies of the site plan, sealed by a registered architect, engineer, landscape architect or community planner.
- Proof of property ownership.
- A brief written description of the proposed use.

**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 11/22/21  
 \_\_\_\_\_  
 Date

\_\_\_\_\_  
 Signature of Applicant Date  
  
 \_\_\_\_\_  
 Signature of Property Owner Authorizing this Application 11/22/21  
 \_\_\_\_\_  
 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: \_\_\_\_\_

## Notice of Shared Dumpster

I, Hamze Karali, building owner of 2406 Fort Park Blvd agree to share dumpster with Omar Alghaiti, property address owner of 2420 Fort Park Blvd.

 Recoverable Signature

X *Hamze Karali*

---

Hamze Karali

Building Owner of 2406 Fort Park Blvd.

Signed by: cb732232-7625-4797-852d-e4a314da0014

Date: 11/22/2021

FOR OFFICE USE ONLY	
CASE #	PPCA-0065
DATE SUBMITTED	_____

## APPLICATION FOR SITE PLAN REVIEW

CITY OF LINCOLN PARK  
1355 SOUTHFIELD RD. LINCOLN PARK, MI 48146  
PH: (313) 386-1800 | FAX: 313-386-2205

RECEIVED  
NOV 24 2021  
CITY OF LINCOLN PARK  
BUILDING DEPARTMENT

### NOTICE TO APPLICANT:

Applications for Site Plan Review by the Planning Commission must be submitted to the City in complete form at least thirty (30) days prior to the Planning Commission's meeting at which the proposal will be considered. City Staff will review the application for completeness. 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 pm. All meetings are held at the Lincoln Park City Hall.

### APPLICANT INFORMATION

NAME Omar Alghaiti		ADDRESS 1558 Sherwood ct.		
CITY Dearborn	STATE MI	ZIP CODE 48124	PHONE (313) 289-8869	EMAIL oalghaiti@gmail.com

### PROPERTY OWNER (if different from Applicant)

NAME		ADDRESS		
CITY	STATE	ZIP CODE	PHONE	EMAIL

Attached written consent of property owner or lessee of property, if different than applicant.

### PROPERTY INFORMATION

PROPERTY ADDRESS 2420 Fort Park Blvd.	NEAREST CROSS STREETS Fort st. & Champaign
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 a metes and bounds description. Attach separate sheets if necessary.) GF 127 128 129 LOTS 127 128 AND 129 FORT ST. ESTATES SUB PC 86 L35 P4 WCR	
PROPERTY SIZE (square feet and acres) 3,300 square feet 0.08 ACRES	ZONING DISTRICT NBD

### PROPOSED DEVELOPMENT

Present Use of Property: Vacant

Proposed Use of Property: shopping center

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	4	3,300	N/A
Industrial			
Other			

PROFESSIONALS WHO PREPARED THE PLANS:

NAME <b>MA Designers, INC</b>			ADDRESS <b>5710 Rouge Circle</b>	
CITY <b>Dearborn Hts.</b>	STATE <b>MI</b>	ZIP CODE <b>48127</b>	PHONE <b>(313) 995-1515</b>	EMAIL <b>madesign19@yahoo.com</b>
PRIMARY DESIGN RESPONSIBILITY <b>Designer</b>				

NAME			ADDRESS	
CITY	STATE	ZIP CODE	PHONE	EMAIL
PRIMARY DESIGN RESPONSIBILITY				

NAME			ADDRESS	
CITY	STATE	ZIP CODE	PHONE	EMAIL
PRIMARY DESIGN RESPONSIBILITY				

NAME			ADDRESS	
CITY	STATE	ZIP CODE	PHONE	EMAIL
PRIMARY DESIGN RESPONSIBILITY				

**ATTACH THE FOLLOWING:**

<input type="checkbox"/> Eight (8) individually folded copies of the site plan (24" x 36"), sealed by a registered architect, engineer, landscape architect, or community planner as well as ONE (1) electronic copy in PDF format.	
A brief written description of the existing and proposed uses as identified in the "Narrative" section of the Site Plan Application Requirements Table, including but not limited to hours of operation, number of employees, number of employees on largest shift, number of company vehicles, etc.	
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Signature of Applicant: *Ann Ann*

Date: 11/22/21

Signature of Applicant: *Ann Ann*

Date: \_\_\_\_\_

Signature of Property Owner: *Ann Ann*  
 Authorizing this Application

Date: 11/22/21

**TO BE COMPLETED BY THE CITY**

DATE SUBMITTED:	FEE PAID:
BY:	DATE OF PUBLIC HEARING:
<b>PLANNING COMMISSION ACTION</b>	DATE OF ACTION:
<input type="checkbox"/> APPROVED	
<input type="checkbox"/> DENIED	



RECEIVED

NOV 24 2021

CITY OF LINCOLN PARK  
BUILDING DEPARTMENT

Case No. PPC 21-0065

Date Submitted \_\_\_\_\_

**City of Lincoln Park  
APPLICATION FOR SPECIAL USE APPROVAL**

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Email Address: oalghaiti@gmail.com

Telephone: (313) 289-8869 Fax: \_\_\_\_\_

Property Owner(s) (if different from Applicant): \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Applicant's Legal Interest in Property: \_\_\_\_\_

Location of Property: Street Address: 2420 Fort Park Blvd.

Nearest Cross Streets: Fort st. & champaign

Sidwell Number: 4500 9130 127000

**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.

GF 127 128 129 LOTS 127 128 AND 129 FORT ST.

ESTATES SUB PC 86 L35 P4 WCR

Property Size (Square Ft): 3,300 (Acres): 0.08

Present Use of Property: VACANT

Proposed Use of Property: Shopping Center



Existing Zoning (please check):

- |  |                                   |
|--|-----------------------------------|
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| G MFRD Multiple Family Residential District                            | G CBD Central Business District   |
| G MHRD Mobile Home Park District                                       | G GID General Industrial District |
| <input checked="" type="checkbox"/> NBD Neighborhood Business District | G LID Light Industrial District   |
| G MBD Municipal Business District                                      | G CSD Community Service District  |
| G PUD Planned Unit Development District                                |                                   |

Please Complete the Following Chart:

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*[Signature]* \_\_\_\_\_ 11/22/21 \_\_\_\_\_  
 Signature of Applicant Date

\_\_\_\_\_  
 Signature of Applicant Date

*[Signature]* \_\_\_\_\_ 11/22/21 \_\_\_\_\_  
 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: \_\_\_\_\_

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 Recoverable Signature

X Hamze Karali

Hamze Karali

Building Owner of 2406 Fort Park Blvd.

Signed by: cb732232-7625-4797-852d-e4a314da0014

Date: 11/22/2021

## Planning Report

Serving & Planning Communities Throughout Michigan

December 2021

Top  
Story

### Community planning at the national scale

*Several recent, large-scale initiatives bring issues under local purview into national focus.*

#### The Infrastructure Bill has passed

The \$1.2 trillion Bipartisan Infrastructure Framework (BIF), signed into law on November 15, reauthorizes the five-year Fixing America's Surface Transportation Act (FAST Act) and funds a variety of local planning efforts that reflect recommendations from the American Planning Association's Surface Transportation Policy Guide. Climate provisions are addressed for the first time, and justice and equity considerations are explicit. Modernized systems are the goal, including digital technology and active transportation. More than \$10B is headed to Michigan: \$7.3 billion for roads; \$1.3 billion for water infrastructure, including lead and PFAS; \$1 billion to improve rail lines and buses; \$563 million to repair or replace bridges; \$110 million for charging infrastructure; and up to \$100 million to expand high-speed internet access to nearly 400,000 people.

*American Planning Association.* <https://www.planning.org/planning/2021/fall/7-ways-the-new-infrastructure-package-invests-in-planning/> *Bridge Michigan.* <https://www.bridgemi.com/michigan-government/how-12-trillion-biden-infrastructure-bill-will-be-spent-michigan>

#### Planning funds retained in Build Back Better framework

President Biden's pared-down Build Back Better framework, the companion social spending and climate change bill, has retained the Unlocking Possibilities program—based on the APA-endorsed Housing Supply and Affordability Act—which offers federal funding, technical assistance, and support for communities and states to rethink outdated residential zoning and codes. APA stresses that the bill's inclusion in the \$1.75 billion package is the direct result of planners' advocacy.

*American Planning Association.* <https://planning.org/blog/9225311/white-house-embraces-federal-zoning-reform-provision/>

#### But COVID programs show that spending money has its challenges

As of late October, seven months after Congress approved the American Rescue Plan Act to spur recovery from the COVID-19 pandemic, Michigan had spent or committed less than \$800,000 of its \$6.5 billion in federal stimulus recovery funds, including \$160 million for pandemic grants to hospitals and \$121 million to expand free preschool access. Local governments qualified for more than \$4.4 billion in total funding, but Michigan's nine largest counties reported spending a collective \$28 million out of the more than \$1 billion they qualified for. Governments at all scales are taking a wait-and-see approach, reluctant to start projects that may be covered or funded by other programs and seeking public prioritization. Local governments have through 2024 to spend the funds.

*Bridge Michigan.* <https://www.bridgemi.com/michigan-government/michigan-governments-sit-11b-stimulus-needs-grow-every-day>

## News

### Lower water withdrawal plan replaces controversial Nestle permit

*"The company formerly known as Nestle Waters North America has surrendered a controversial permit to extract Michigan groundwater for bottling and plans to decrease its withdrawal by enough to sidestep the extensive environmental scrutiny that came with it."*

"Blue Triton Brands told EGLE that it 'will not be utilizing' the permit its corporate predecessor obtained in 2018 following an extensive review that was prompted by public outcry over the company's plans to increase groundwater extraction in Osceola County. The permit, granted under Section 17 of the state Safe Drinking Water Act, allowed Nestle to increase its White Pine Springs well extraction from 250 to 400 gallons-per-minute (gpm) once the company developed an extensive plan to monitor groundwater levels, stream flows, wetlands, aquatic life and habitat in the surrounding watershed. According to its letter, Blue Triton would instead pump at 288-gpm, a decrease that allows the company to avoid the monitoring requirements and clear a lower regulatory bar that involves modeling the extraction on a computer rather than taking measurements in-the-field. Blue Triton's new 288-gpm extraction already passed the state's computer model, the Water Withdrawal Assessment Tool, according to EGLE. The company has until March 28, 2023 to install a new pump or the approval expires."

*Mlive.* <https://www.mlive.com/public-interest/2021/10/nestle-water-owners-return-michigan-permit-plan-new-withdrawal.html>

## Legislative

### New Open Meetings Act amendment introduced

*"A meeting of a public body held, in whole or in part, electronically by telephonic or video conferencing...is permitted...on and after March 31, 2022, only in the circumstances requiring accommodation of members absent due to military duty as described in section 3(2). At a meeting held under this subdivision, only those members absent due to military duty may participate remotely."*

A bill introduced in late October sunsets "no reason" electronic meetings on March 31, 2022 and retroactively legalizes all held in that manner since March 2020; strikes an earlier amendment permitting them where local governments have declared a state of emergency; and clarifies participation by active-duty military members. It retains an exemption for agricultural commodity groups. The bill has been referred to the Michigan Senate Committee on Local Government.

*Michigan Legislature.* <http://www.legislature.mi.gov/documents/2021-2022/billintroduced/Senate/pdf/2021-SIB-0705.pdf>

## Training and Education

### Michigan Sign Guidebook Package

*Live Q&A session from 12:30-1pm January 12, 2022. Cost: \$30 (MAP members, \$25, contact MAP staff at [ajordan@planningmi.org](mailto:ajordan@planningmi.org) for promo code)*

The Michigan Association of Planning and Scenic Michigan are offering a package of resources to help develop defensible sign regulations. Access to the prerecorded Sign Design Guidelines—originally presented at the MAP Annual Conference—is available alongside a live Q&A with Brian Connolly who presented the conference session. The package includes a discount on the 2nd edition Sign Guidebook and a copy of the Dec/Jan issue of Michigan Planner magazine, which is devoted to signs.

*Michigan Association of Planning.* More information: <https://miapa.memberclicks.net/michigan-sign-guidebook-package>