



## LINCOLN PARK PLANNING COMMISSION

City Hall – Council Chambers  
1355 Southfield Road | Lincoln Park, MI

December 14, 2022 at 7 p.m.

### 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: 2178 Fort – Office
  - B. Site Plan Review: 625 Southfield – Cabinet Assembly
- VII. Policy Review and Discussion
- 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 SEPTEMBER 14, 2022**

A Planning Commission meeting of September 14, 2022, Lincoln Park City Hall at 1355 Southfield, 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:**

**EXCUSED:** LoDuca

**ALSO PRESENT:** John Meyers, Michael Higgins, Alex Raichouni, Mohammad Yassine, Mrithula Shantha

**APPROVAL OF MINUTES AS CORRECTED**

Moved by: Duprey

Supported by: Persinger

**MOTION CARRIED unanimously**

**APPROVAL OF AGENDA**

Moved by: Duprey

Supported by: Persinger

**MOTION CARRIED unanimously**

**OLD BUSINESS**

NONE.

**NEW BUSINESS**

**A. SITE PLAN REVIEW 2472 DIX – GAS STATION EXPANSION**

The proposed project is an expansion of an existing gas station. The existing building on west side of the property will be demolished and replaced with a new, larger building, to be used as a convenience store and payment location for gas station customers. The site is considered a legal nonconforming use as the property is zoned Neighborhood Business District (NBD) where gas stations are not a permitted use. The City of Lincoln Park Zoning Board of Appeals approved a use variance for the expansion of a legal nonconforming use on July 21, 2022. Additionally, the site through site plan review before the Planning Commission in 2019; however, the owner's plans for the site have changed.

The 0.35-acre site is located along the west side of Dix Highway between Regina Avenue to the north and Markese Avenue to the south. The site consists of two buildings (one of which will be replaced), gas pumping stations, and parking areas. There is an existing concrete sidewalk along all three rights-of-way, and the rear (west) side of the property is separated from a residential neighborhood by an alley. Vehicular access to the site is via Dix Highway and the alley.

Recommended that the City of Lincoln Park Planning Commission approve the site plan numbered PPC22-0009, proposing an expansion of an existing gas station at 2472 Dix Highway 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: Palmer

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

Nay's: None

Motion Approved

## **POLICY REVIEW AND DISCUSSION**

### **EDUCATION AND TRAINING**

A. See September Planning Report

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

Comments that the ZBA will be meeting on 9/15. John Meyers spoke about the DBB in reference to the old Farmer Jack and reviewed the zoning code.

### **PUBLIC COMMENTS**

Michael Higgins brought up a concern regarding safe building tear downs on Fort St.

### **COMMENTS FROM PLANNING COMMISSIONERS**

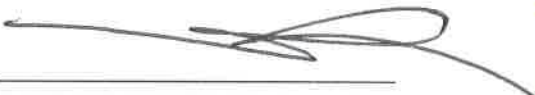
### **ADJOURNMENT**

Moved by: Horvath

Supported by: Duprey

### **MOTION CARRIED unanimously**

Meeting adjourned at 7:40 p.m.



MICHAEL HORVATH, Secretary

2178 Fort – Office

## Site Plan Review

Applicant	Christian Mura, Michigan One-Stop Insurance Agency
Project	Office
Address	2178 Fort St. Lincoln Park, MI 48146
Date	December 14, 2022
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 a professional services establishment (accounting, tax preparation and insurance office). The site was previously used as a medical (chiropractic) office and the proposed professional services facility will re-occupy entirety of the existing building.

#### *Site Conditions*

The site comprises an existing building and associated parking lot on the corner of Fort Street and Garfield Avenue. The entire site is approximately 0.14 acres, and the existing building is 1,284 sq. ft. in floor area. The site fronts Fort Street and has vehicular access via Front Street to the east and vehicular egress to the south along

Garfield Avenue. There is an existing 20-ft. concrete sidewalk along Fort Street and eight parking spaces for the building in an adjacent surface lot to the south. There are existing raised planter boxes in front of the building containing trees.

## Master Plan

### *Future Land Use Classification*

The future land use classification for the site is Downtown Commercial. An office use is consistent with the designation.

### *Intent, Desirable Uses, and Elements*

The Downtown Commercial land use is intended to be the commercial core of the community, and experiential businesses such as boutique shopping, entertainment, restaurants, and unique services are preferred. The atmosphere should have a strong physical presence, which includes walkability, density, attractive storefronts, intense landscaping, public realm amenities, detailed architecture, and consolidated parking.

## Land Use and Zoning

### *Zoning*

The site is zoned Central Business District (CBD). An “offices and business services” establishment is a principal permitted in the district per §1276.02(a), via §1280.02(a).

### *Proposed and Existing Uses*

Site	Vacant – Central Business District (CBD)
North	Commercial – Central Business District (CBD)
East	ROW, then Commercial – Central Business District (CBD)
South	Parking Lot – Central Business District (CBD)
West	Alleyway, then parking lot– Single-Family Residential (SFRD)



Figure 2: Zoning 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
A000	Cover	10/11/2022	11/3/2022
A101	Building Elevations	10/11/2022	11/3/2022
L100	Landscape Plan	10/11/2022	11/3/2022
A-3	Proposed Basement Floor Plan	10/11/2022	11/3/2022
A-4	Site Plan & Landscape Plan	10/11/2022	11/3/2022

**Dimensional Standards**

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



	Required	Provided	Compliance
<b>Lot Width</b>	Min. 30'	60 ft.	<b>Met</b>
<b>Street Frontage</b> (§1294.09)	Shrubbery and low retaining walls maximum 2 ½' < height < 8'	Proposed shrubbery does not exceed maximum 2 ½' height.	<b>Met</b>
<b>Lot Area</b>	Min. 3,000 sq. ft.	~6,000 sq. ft.	<b>Met</b>
<b>Lot Coverage</b>	Max. 100%	1,284/6,000 = ~21%	<b>Met</b>
<b>Height</b>	3-Story Building; 40 ft	1 story; 14 '10"	<b>Met</b>
<b>Setback – Front</b>	0 ft.	4 ft.	<b>Met</b>
<b>Setback – Sides</b>	0 ft.	0 ft. (north); 42 ft. (south)	<b>Met</b>
<b>Setback – Rear</b>	0 ft.	~26 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 &amp; 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'</li> </ul>  <p>Figure 3: less than 1 block north on Fort St. – 1-story, square, flat roofs, masonry.</p>  <p>Figure 4: 1 block south on Fort St. – 1-story, square, flat roofs, brick and masonry.</p>	<b>Met</b>

Required	Compliance
<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 (rear): 85% brick (134/158)</u> <ul style="list-style-type: none"> <li>Brick: ~134 sf</li> <li>Door: ~24 sf</li> <li>Glass Windows (exempt): ~54 sf</li> <li>Total Area: ~212 sf</li> </ul> <u>East Elevation (front on Fort St.): 100% brick (200/200)</u> <ul style="list-style-type: none"> <li>Brick: ~200 sf</li> <li>Glass Windows &amp; Doors (exempt): ~76 sf</li> <li>Total Area: ~276 sf</li> </ul> <u>South Elevation (front on Garfield Ave.): 100% brick (953/953)</u> <ul style="list-style-type: none"> <li>Brick: ~953 sf</li> <li>Glass Windows (exempt): ~10 sf</li> <li>Total Area: ~ 963 sf</li> </ul>                     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 and tan paint</i></li> </ul>	<p><b>Met</b></p>
<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 <i>All sides are brick, except for the north side, which is attached to adjacent structure</i></li> </ul>	<p><b>Met</b></p>
<ul style="list-style-type: none"> <li>Windows: vertical, recessed, visually obvious sills</li> <li>Spaces between windows = columns, mullions, or material found elsewhere on the façade</li> <li>Front facades &gt; 25% windows <i>Fort: ~28% transparency (76/276); Garfield: ~&gt;1% (10/963)</i></li> <li>Size, shape, orientation, spacing to match buildings within 500'</li> </ul>	<p><b>NOT 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>Existing awning, distinctive door and window trim</i></li> </ul>	<p><b>Met</b></p>
<ul style="list-style-type: none"> <li>Pitched / shingled roof forms suggested; overhanging eaves with slope of 0.5 to 1 <i>Existing flat roof</i></li> <li>Rooflines &gt;100' = roof forms, parapets, cornice lines</li> <li>Roof-top mechanical equipment screened by roof form. <i>No roof-top mechanical equipment</i></li> </ul>	<p><b>N/A</b></p>

**Items to be addressed**

- Applicant shall add windows on the south side to meet the 25% transparency requirement for a façade facing a public right-of-way.

**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 trees in the raised planter boxes 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.

There is an existing 20-ft. public sidewalk in front of the building along Fort Street which provides pedestrian circulation separated from the vehicular circulation. There are no bicycle lanes on the ROW or bicycle parking facilities proposed.

**Items to be addressed**

- Applicant shall ensure that 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
General business offices; professional offices of lawyers, architects, engineers, planners, accountants or other professions	Three and one-half (3½) for every one-thousand (1,000) square feet of gross floor area.  <i>GLFA = ~1,284 sf</i> <i>1,284 / 1,000 = 1.284 x 3.5 = 4.49 = 4 spaces</i>	8 spaces	<b>Met</b>

	Required	Proposed	Compliance
	Adequate means of ingress and egress shall be provided and shown	Ingress provided from Fort Street and egress to Garfield Avenue.	<b>Met</b>



	Required	Proposed	Compliance
<b>Parking Area Type B</b> §1290.05	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 concrete that appears to be in good condition.	<b>Met</b>
	Concrete curbs and gutters	Existing concrete curbs and gutters.	<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	Not adjoining residential property.	<b>N/A</b>
	All street boundaries of such parking facilities, where residential property is located on the opposite side of the street, shall be treated the same as set forth in Section 1290.04, Off-Street Parking A Areas; Residential Districts Adjoining Business or Industrial Districts.	Not adjoining residential property.	<b>N/A</b>
	Entrance only from the adjoining principal use or adjoining alley; no use of street for backing or maneuvering	There is ample space for maneuvering given the size constraints of the site.	<b>Met</b>
	In all cases where such parking facilities abut public sidewalks, a wall or curb at least six (6) inches high, or steel posts twenty-four (24) to thirty (30) inches high and not more than five (5) feet apart, set three (3) feet in concrete, shall be placed thereon so that a motor vehicle cannot be driven or parked with any part thereof extending within two (2) feet of a public sidewalk.	Parking area abuts an existing five-foot public sidewalk along Garfield Avenue. The parking lot includes existing wheel stops for each parking space provided. Trees and shrubs are also proposed between parking area and public sidewalk.	<b>Met</b>

**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
1 to 25	1	1	<b>Met</b>

**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
0 to 2,000	0	0	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.

Required	Provided	Compliance
<ul style="list-style-type: none"> <li>Single two-way driveway or pair of one-way driveways</li> <li>Two-way: 25' &lt; throat width &lt; 30' (face to face of curb). One-way paired: each 20' measured perpendicularly. May be separated by 10' median; sidewalks shall be continued or maintained</li> <li>25' radii; 30' radii where daily truck traffic expected</li> <li>Corner lots: one access point per street with &gt;100' frontage</li> <li>If frontage &gt;300' and documented need (ITE), may allow additional access with design restrictions</li> <li>If frontage &gt;600', max of 3 drives may be allowed; one with design restrictions</li> </ul>	<ul style="list-style-type: none"> <li>Existing one-way ingress along Fort</li> <li>Existing width is 25'; Existing sidewalk to be continued/maintained.</li> <li>No radii provided</li> <li>One access point on Fort St. (ingress)</li> <li>Not Applicable</li> <li>Not Applicable</li> <li>Not Applicable</li> </ul>	<p>Met</p> <p>Met</p> <p>INQUIRY Met</p> <p>N/A</p> <p>N/A</p> <p>N/A</p>
<ul style="list-style-type: none"> <li>Shared access: driveways along property lines, connecting parking lots, on-site frontage roads, rear service drives. Encouraged and may be required for sites within 1/4 mile of major intersections; having dual frontage; with &lt;300' frontage; with sight distance problems; along congested or accident-prone roadway segments</li> <li>Connection to adjacent facilities may be required; site accommodation may be required for future connection to undeveloped adjacent property</li> <li>Letters of agreement or access easements required</li> </ul>	<p>Not applicable</p>	<p>N/A</p>
<ul style="list-style-type: none"> <li>Triangular unobstructed view areas: from corner of two ROWs, 25' along each; from corner of ROW and driveway, 10' along driveway and 5' along ROW</li> </ul>	<p>The proposed shrubs do not appear to obstruct view. There is an existing freestanding sign in triangular view area that is</p>	<p>Partially Met</p>



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 area between the curb and building is completely paved; however, there is one 8-ft. raised planter box which is located adjacent to site frontage along Fort Street. There is also a five-foot strip of groundcover between the parking area and sidewalk along Garfield.	<b>Met as possible</b>
	1 tree and 4 shrubs per 40' of street frontage <i>60' of frontage = 1 tree and 6 shrubs</i> <i>30% redevelopment standard = 0 trees and 2 shrubs</i>	1 existing tree in raised planter beds along Fort; 8 shrubs are proposed at entryway, as well as two (2) trees and two (2) shrubs along Garfield.	<b>Met</b>
	Where headlights from parked vehicles will shine into the ROW, may require a totally obscuring hedge	Headlights from parked vehicles may shine potentially onto Garfield Ave. Applicant is proposing two (2) trees and two (2) shrubs that may partially obscure light shine.	<b>Met</b>
Interior Landscaping	10% of total lot area landscaped, including groundcover <i>(5,938 sf *0.1) = 593 sf landscaping</i> <i>30% redevelopment standard: 178 sf</i>	There are three small landscaped areas proposed in the interior of the site, totaling ~313 sq. ft.	<b>Met</b>
	Interior landscaping to be grouped near entrances, foundations, walkways, service areas	Landscaping is grouped next to parking entryway as well as between parking area and existing sidewalk along Garfield.	<b>Met</b>

	Required	Proposed	Compliance
	1 tree per 400 sf of required landscaping and 1 shrub per 250 sf of required landscaping <i>178 sf (30% redevelopment standard) = 0 trees and 0 shrubs</i>	Two trees and two shrubs on existing grass cover area between parking area and sidewalk along Garfield. Additionally, a cluster of eight (8) shrubs are proposed along Fort adjacent to parking area entry.	<b>Met</b>
Parking Lot	1 deciduous or ornamental tree per 10 parking spaces <i>&lt; 10 parking spaces = 0 trees</i>	No parking lot trees proposed or required.	<b>N/A</b>
	100 sf of planting area per tree		
Screening	Waste receptacle: Decorative masonry wall of at least 6' with solid or impervious gate	No waste management plan provided.	<b>INQUIRY</b>
	Abutting residential: greenbelt, 15' with 5' evergreens (PC may waive), and/or solid 6' masonry wall ornamental on both sides	There is a parking lot across the alley; therefore, the site does not abut residential property.	<b>N/A</b>

**Items to be addressed**

- Applicant shall provide a waste management plan. If a dumpster is proposed, applicant shall provide the dumpster location and screening wall and enclosure details.*

**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.*
- A Soil Erosion and Sedimentation permit must be obtained 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. Engineering comments state that 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 or undersized, it will be required to be removed and 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. Utility connections should be shown on the plans.

#### 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 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.

#### Items to be addressed

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

### LIGHTING

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

No new lighting is indicated on the site plan.

#### 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.*

### 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 indication of 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.*

There is no existing roof or ground-mounted mechanical equipment that shown on the plan. Should any new equipment be added, it would need to be screened in accordance with Ordinance requirements.

#### 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. There is an existing freestanding near the existing parking area entryway; therefore, because the sign is existing, the City has traditionally allowed such conditions to continue

#### 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.*

#### 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.*

An office is a principally permitted use in the CBD.

#### 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 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 add windows on the south side to meet the 25% transparency requirement for a façade facing a public right-of-way.
- Applicant shall provide radii details.
- Applicant shall provide a waste management plan. If a dumpster is proposed, applicant shall provide the dumpster location and screening wall and enclosure details.
- If new lighting is proposed, applicant shall provide manufacturer specifications to ensure that lighting is arranged to deflect away from adjacent properties.

#### Conditions of Approval

- Applicant shall ensure that 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.
- A Soil Erosion and Sedimentation permit must be obtained from Wayne County.
- 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 service be videotaped to determine the condition of the service lead.
- Applicant shall work with the City Engineer to review stormwater system to determine the appropriate permitting process.
- Applicant shall work with the Building Department to ensure signs comply with the Lincoln Park Sign Ordinance. There is an existing freestanding near the existing parking area entryway; because the sign is existing, the City has traditionally allowed such conditions to continue.
- Applicant to secure all appropriate agency reviews as needed.

### **Recommendations**

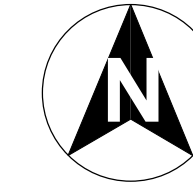
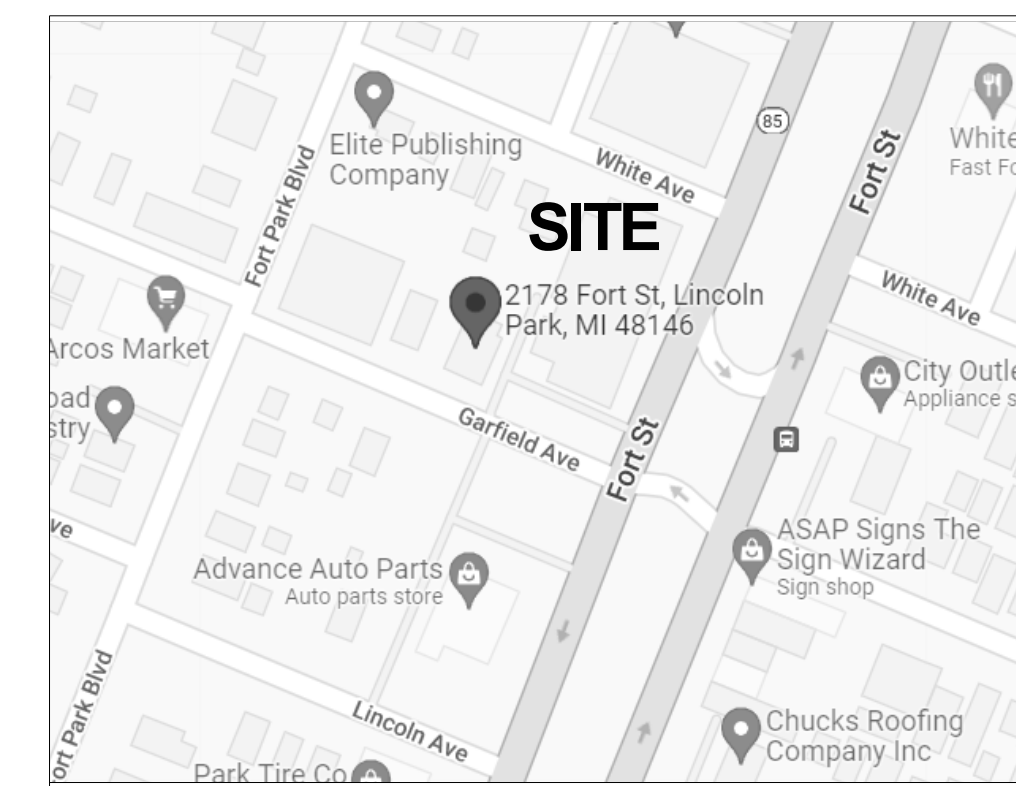
I move that the City of Lincoln Park Planning Commission **approve** the site plan numbered PPC22-0011, proposing an office at 2178 Fort Street and consisting of the pages and revision dates found under 'Site Plan Documents' above, based on the finding that the proposal substantially complies with the 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.

## BUILDING INFORMATION

BUILDING: MICHIGAN 2015  
 ELECTRICAL: NEC 2017 W/MICHIGAN AMENDMENTS  
 PLUMBING: MICHIGAN 2015 W/MICHIGAN AMENDMENTS  
 MECHANICAL: MICHIGAN 2015  
 USE: PROFESSIONAL OFFICE  
 ZONING: CENTRAL BUSINESS DISTRICT

# RE-OCCUPANCY & RENOVATIONS TO EXISTING BUILDING

3178 FORT ST.  
 LINCOLN PARK,  
 MICHIGAN 48146



LOCATION MAP

## SITE DATA

PROPOSED BUILDING AREA: 1,284+/- SF  
 LOT AREA: 60' x 100' = 6,000SF = 0.14 Ac.  
 PROVIDED HEIGHT, 14'-10"

NORTH SIDE YARD SETBACK = 0'-0"  
 SOUTH SIDE YARD SETBACK = 42'-0"  
 FRONT YARD (EAST) SETBACK = 4'-0"  
 REAR YARD (WEST) SETBACK = 26'-0"

EXISTING PARKING = 8 + 1 ADA  
 PROPOSED PARKING = 8 + 1 ADA

## LEGAL DESCRIPTION

FM113 114 115 LOTS 113 114 AND 115  
 MAIN FORT ST. SUB NO.2 PC 43, 84,86,95  
 LIBER 63 PAGE 44 OF PLATS, WAYNE  
 COUNTY RECORDS.

## SHEET INDEX

0 COVER SHEET  
 A-1 BUILDING ELEVATIONS  
 A-2 PROPOSED 1ST FLOOR PLANS  
 A-3 PROPOSED BASEMENT FLOOR PLAN  
 A-4 SITE PLAN & LANDSCAPE PLAN

PARCEL I.D. 450.090.447.00



GARY LAMARAND  
 ENGINEER / DESIGNER / BUILDER / LEED-AP  
 11717 PARDEE ROAD  
 TAYLOR, MICHIGAN 48180  
 734-818-6666

GL

GARY LAMARAND  
 ENGINEER/DESIGNER/  
 BUILDER/LEED-AP

11717 Pardee Road  
 Taylor, Michigan 48180

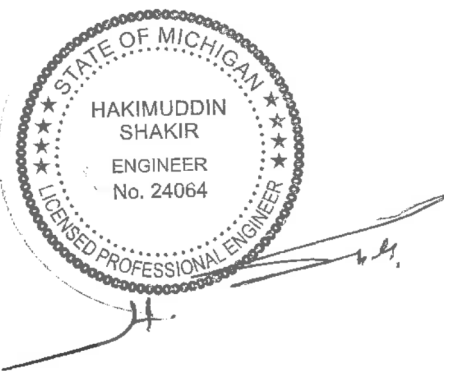
T. (734) 818-6666  
 E. Lamarand@Comcast.net

PROJECT OWNER:

CHRISTIAN MURA  
 3577 FORT ST.  
 LINCOLN PARK, MI 48146

PROJECT:  
 BUILDING RE-OCCUPANCY

MPC FINANCIAL  
 CORPORATION  
 2178 FORT ST.  
 LINCOLN PARK, MI 48146



ISSUED FOR:  
 10/11/22 SITE PLAN REVIEW

DRAWN BY: WNB

CHECKED BY: GL

DATE: 10/1/22

SHEET TITLE:

COVER

SHEET NUMBER:

0



**GARY LAMARAND**  
ENGINEER/DESIGNER/  
BUILDER/LEED-AP

11717 Pardee Road  
Taylor, Michigan 48180

T. (734) 818-6666  
E. Lamarand@Comcast.net

**PROJECT OWNER:**

CHRISTIAN MURA  
3577 FORT ST.  
LINCOLN PARK, MI 48146

**PROJECT:**

BUILDING RE-OCCUPANCY

MPC FINANCIAL  
CORPORATION  
2178 FORT ST.  
LINCOLN PARK, MI 48146



**ISSUED FOR:**

10/11/22 SITE PLAN REVIEW

DRAWN BY: WB

CHECKED BY: GL

DATE: 10/7/22

SHEET TITLE:

**BUILDING  
ELEVATIONS**

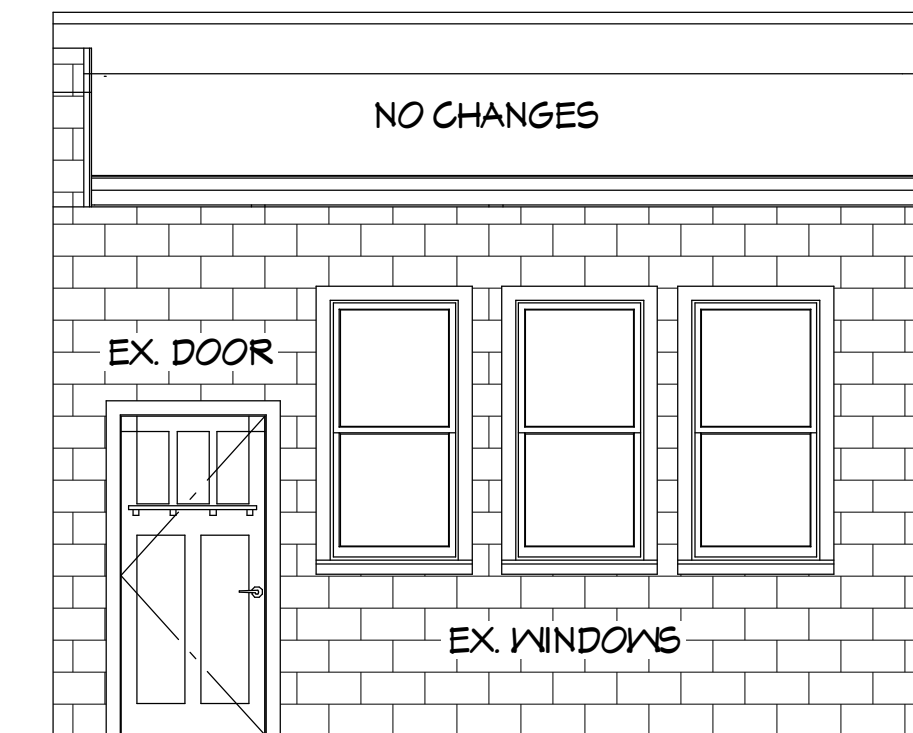
SHEET NUMBER:

**A-1**



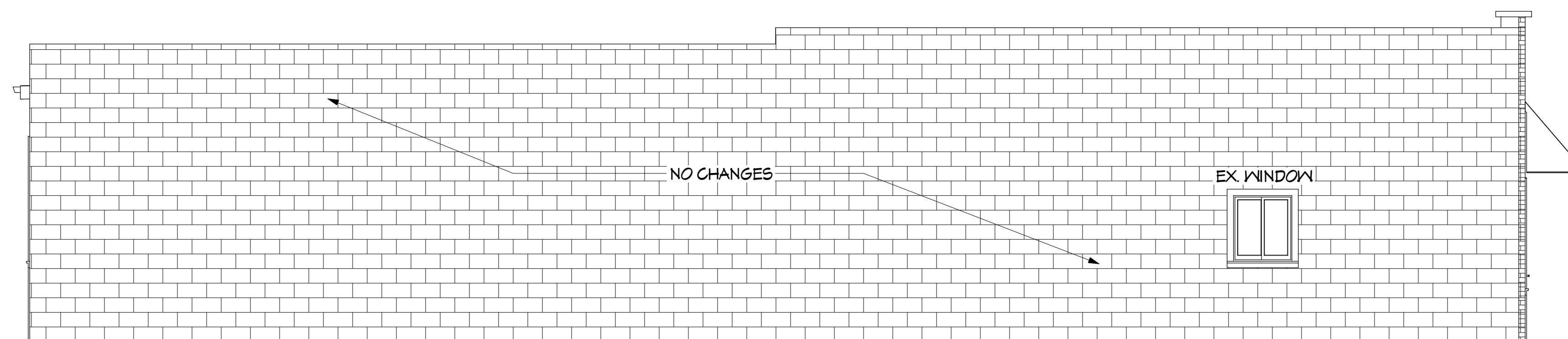
**SIDE ELEVATION (NORTH)**

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



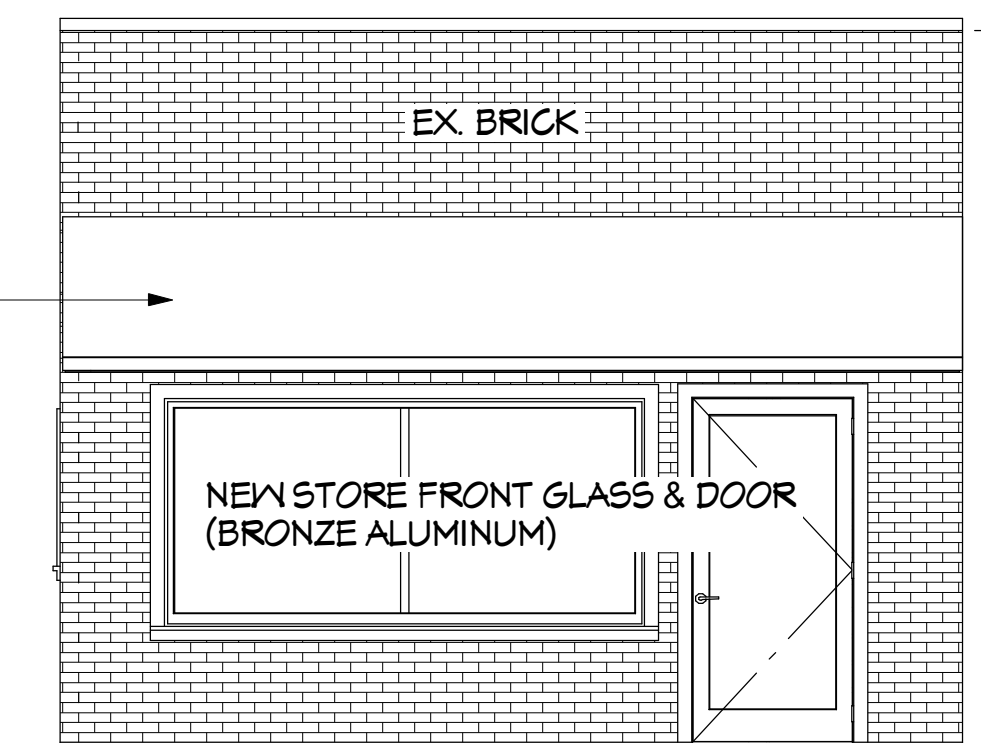
**REAR ELEVATION (WEST)**

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



**SIDE ELEVATION (SOUTH)**

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



**FRONT ELEVATION (EAST)**

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



**GARY LAMARAND**  
ENGINEER/DESIGNER/  
BUILDER/LEED-AP

11717 Pardee Road  
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T. (734) 818-6666  
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**PROJECT OWNER:**

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BUILDING RE-OCCUPANCY

MPC FINANCIAL  
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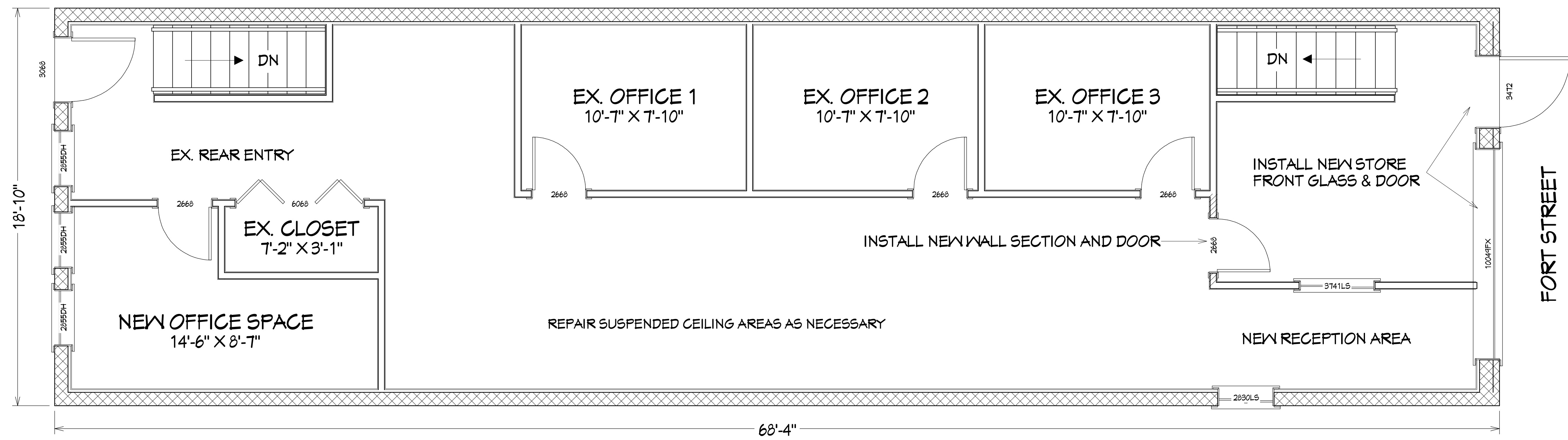


**ISSUED FOR:**  
10/11/22 SITE PLAN REVIEW

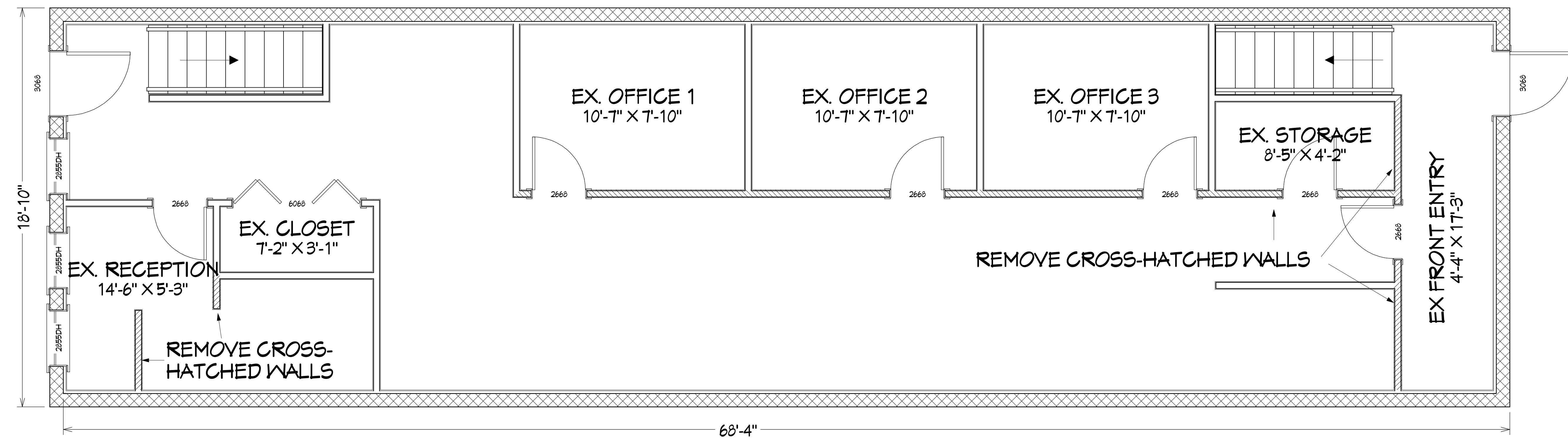
DRAWN BY: WB  
CHECKED BY: GL  
DATE: 10/1/22

SHEET TITLE:  
**PROPOSED 1ST FLOOR PLAN**

SHEET NUMBER:  
**A-2**



**PROPOSED 1ST FLOOR PLAN**  
SCALE: 3/8" = 1'-0"



**EXISTING 1ST FLOOR PLAN**  
SCALE: 3/8" = 1'-0"



**GARY LAMARAND**  
 ENGINEER/DESIGNER/  
 BUILDER/LEED-AP

11717 Pardee Road  
 Taylor, Michigan 48180

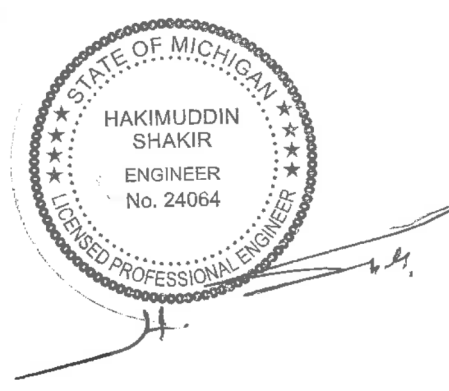
T. (734) 818-6666  
 E. Lamarand@Comcast.net

**PROJECT OWNER:**

CHRISTIAN MURA  
 3577 FORT ST.  
 LINCOLN PARK, MI 48146

**PROJECT:**  
 BUILDING RE-OCCUPANCY

MPC FINANCIAL  
 CORPORATION  
 2178 FORT ST.  
 LINCOLN PARK, MI 48146



**ISSUED FOR:**  
 10/11/22 SITE PLAN REVIEW

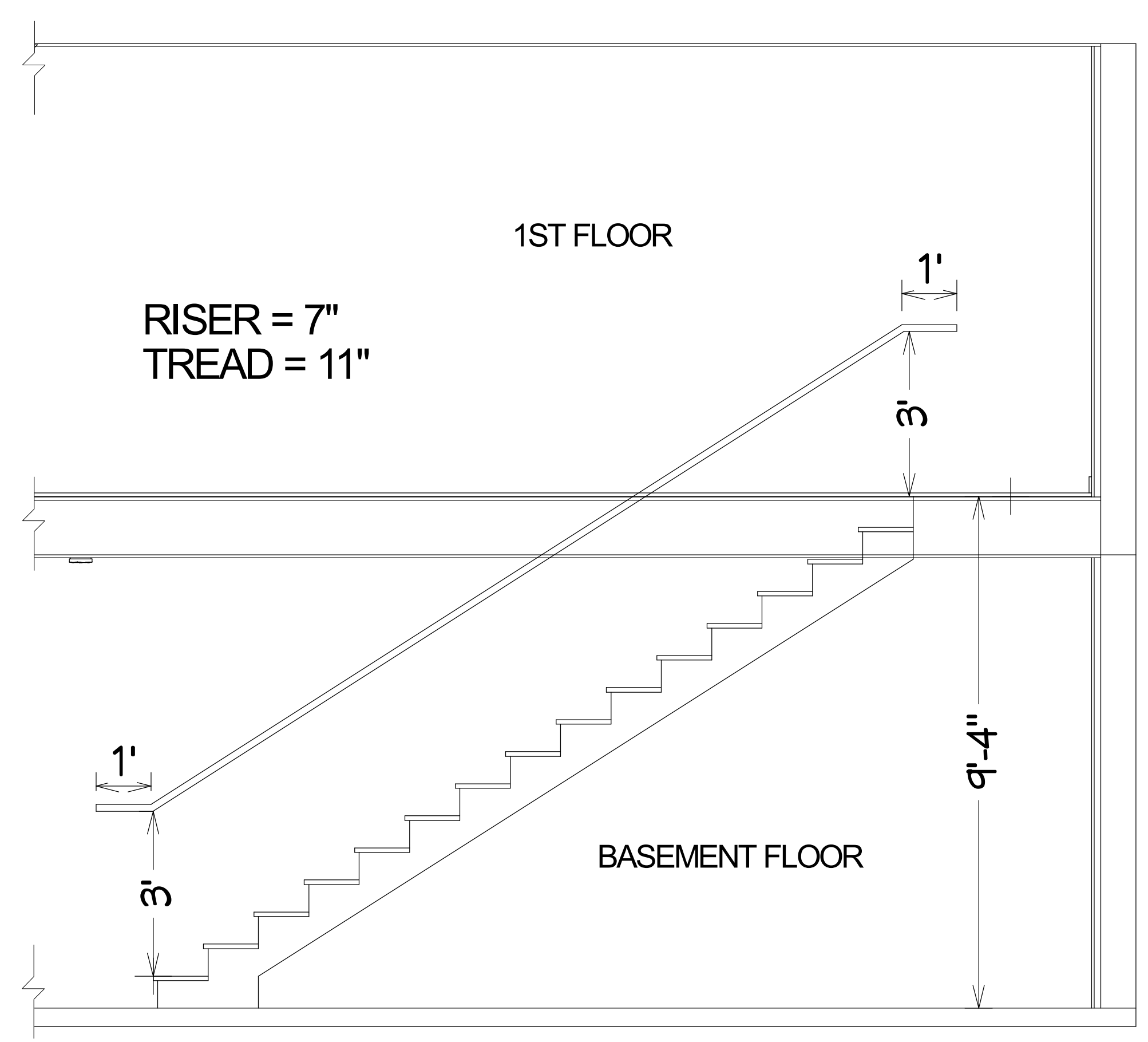
DRAWN BY: WB  
 CHECKED BY: GL  
 DATE: 10/1/22

SHEET TITLE:  
**PROPOSED BASEMENT FLOOR PLAN**

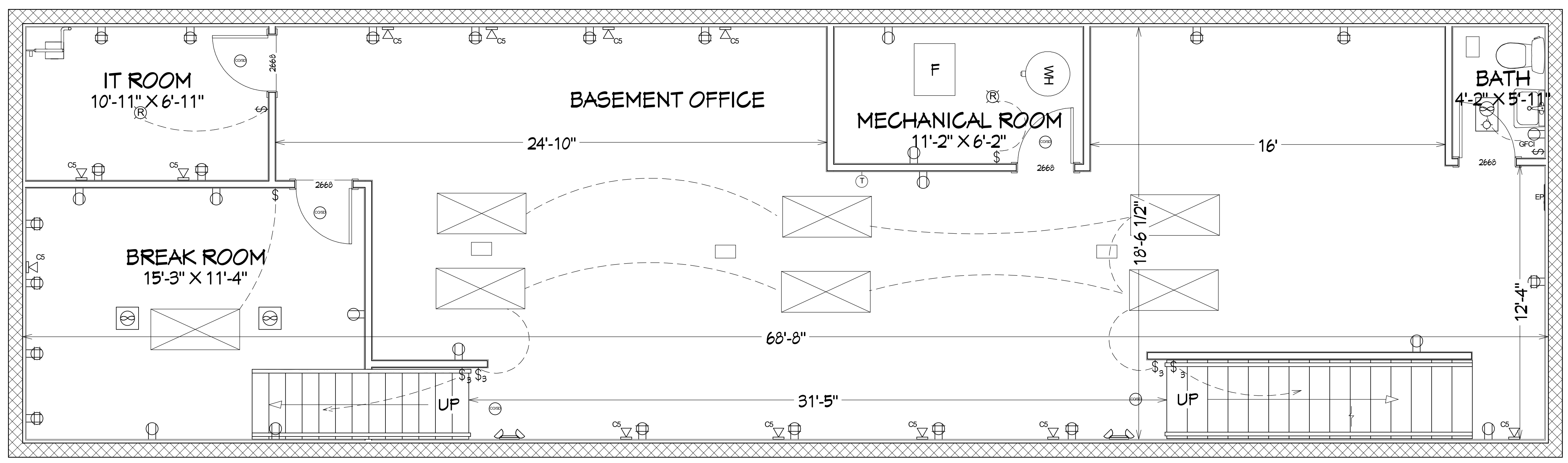
SHEET NUMBER:  
**A-3**

ELECTRICAL, DATA, MECHANICAL LEGEND	
SYMBOL	DESCRIPTION
	100 CFM Ventilation Fan/Light
	Fixtures: Ceiling Mounted Light
	Fixtures: LED Flat Panel
	Thermostat
	Smoke Detectors: Ceiling Mounted, Wall Mounted
	Emergency Exit Sign & Light
	110V Receptacles: Duplex, Quad, GFCI
	Switches: Single Pole, Weather Proof, 3-Way
	Wall Jacks: CAT5 + Cable TV
	Electrical Breaker Panel
	6\" x 10\" Ceiling Register

**ELECTRICAL / MECHANICAL LEGEND**



**S1**  
**1** SECTION THRU NEW STAIRWAY  
 SCALE: 1/2" = 1'-0"



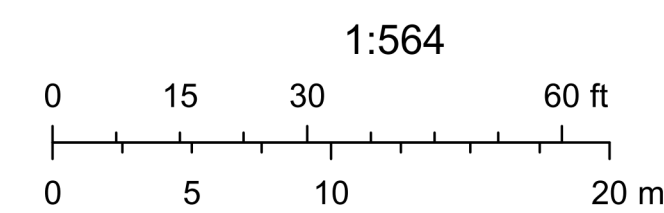
**PROPOSED BASEMENT FLOOR PLAN**  
 SCALE: 3/8\" = 1'-0"

### 2178 FORT ST. SITE PLAN



10/7/2022, 4:15:13 PM

- Lincoln\_Park\_Parcels
- SewerGravityMains
- StormwaterGravityMains
- WaterMains



Esri Community Maps Contributors, Province of Ontario, SEMCOG, © OpenStreetMap, Microsoft, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA

Beckett & Raeder, Inc.

Michigan CGI Data Library | Esri Community Maps Contributors, Province of Ontario, SEMCOG, © OpenStreetMap, Microsoft, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA,

**SITE PLAN**  
N.T.S.

REQUIREMENT LANDSCAPE PER FRONTAGE: 60 LF

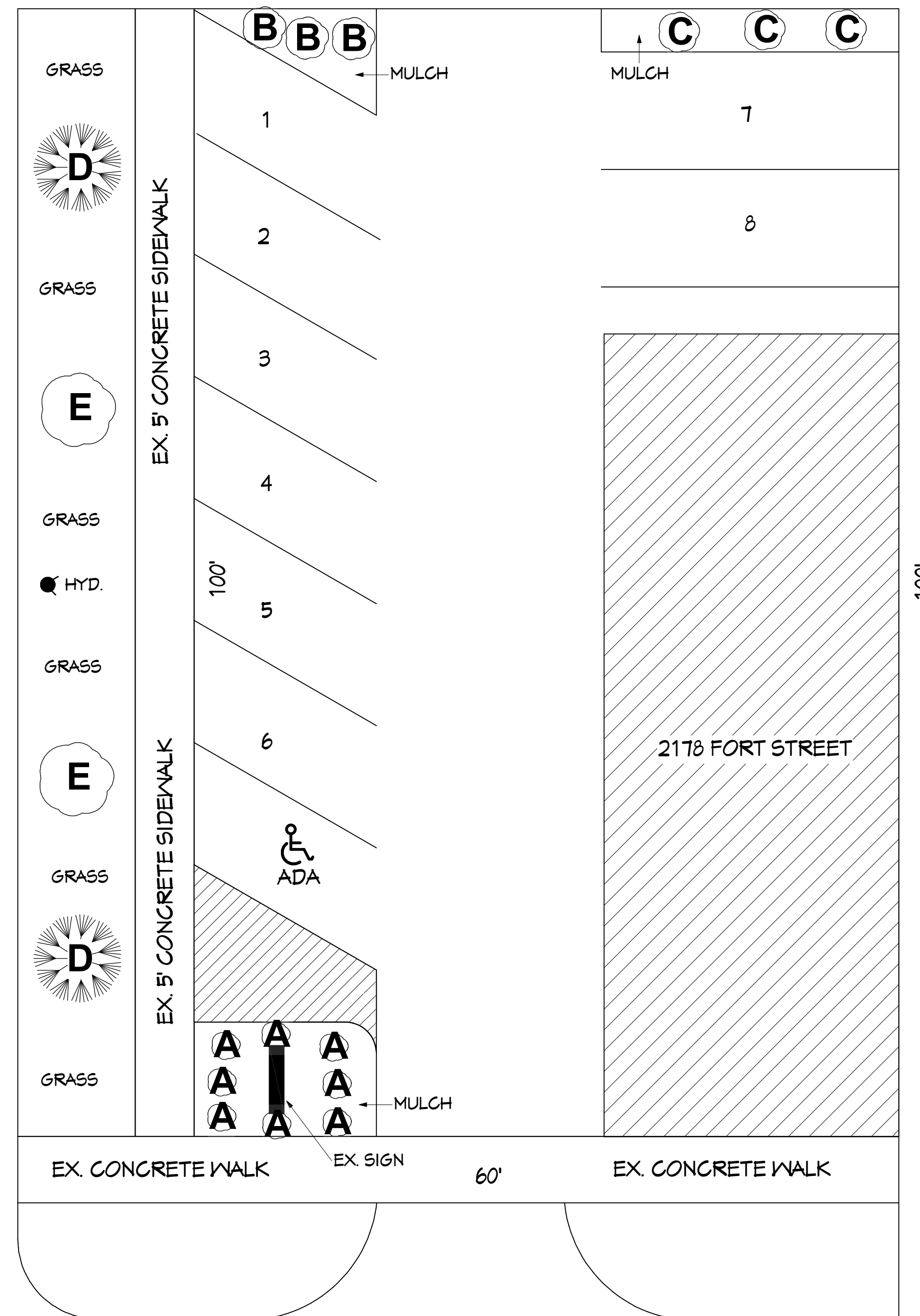
- 1 - DECIDUOUS TREE PER 40 LF = 2, PROVIDED = 2
- 4 - SHRUB PER 40 LF = 6, PROVIDED = 6

REQUIREMENT INTERIOR LANDSCAPE: 10% OF LOT AREA; 6000 x 10% = 600 REQUIRED INTERIOR

- 1 - DECIDUOUS, ORNAMENTAL OR EVERGREEN TREE PER 400 SF OF REQUIRED 600 SF / 400 SF = 2, PROVIDED = 2

COMMON NAME	BOTANICAL NAME	SYMBOL	QUANTITY	SIZE
STELLA D'ORO DAYLILY	HEMEROCALLIS GENUS	(A)	9	16"-24" TALL
CANADIAN YEW	TAXUS CANADENSIS	(B)	3	30-36" TALL
EMERALD GREEN ARBORVITAE	THUJA OCCIDENTALIS 'SMARAGD'	(C)	3	5'-6" TALL
RED MAPLE, AUTUMN	ACER RUBRUM AUTUMN	(D)	2	2.5-3" CAL.
RED TWIG DOGWOOD	CORNUS ALBA SIBIRICA	(E)	2	2-2.5" CAL.
MULCH	MULCH		10 YDS. @ 6" IN BEDS	

GARFIELD AVENUE



FORT STREET

**LANDSCAPE PLAN**  
SCALE: 1/8" = 1'-0"

**GL**

**GARY LAMARAND**  
ENGINEER/DESIGNER/  
BUILDER/LEED-AP

11717 Pardee Road  
Taylor, Michigan 48180

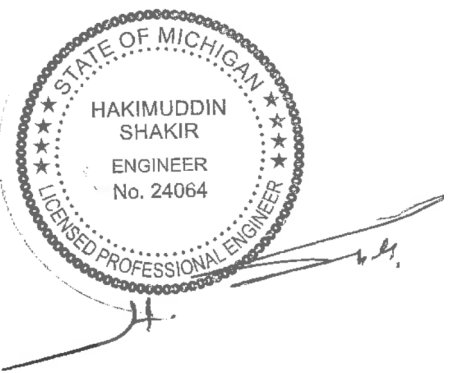
T. (734) 818-6666  
E. Lamarand@Comcast.net

**PROJECT OWNER:**

CHRISTIAN MURA  
3577 FORT ST.  
LINCOLN PARK, MI 48146

**PROJECT:**  
BUILDING RE-OCCUPANCY

MPC FINANCIAL  
CORPORATION  
2178 FORT ST.  
LINCOLN PARK, MI 48146



**ISSUED FOR:**

10/11/22 SITE PLAN REVIEW

DRAWN BY: WB

CHECKED BY: GL

DATE: 10/1/22

SHEET TITLE:

**SITE PLAN  
&  
LANDSCAPE PLAN**

SHEET NUMBER:

**A-4**



October 26, 2022

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

Re: Re-Occupancy & Renovations to an Existing Building  
2178 Fort Street, City of Lincoln Park, MI  
**Hennessey Engineers Project #72187**

Dear Ms. Gunden:

Pursuant to your request, Hennessey Engineers, Inc. has completed our first review of the site plans for planning commission purposes. The plans, as submitted, are dated October 7, 2022. The project consists of reoccupying an existing 1,284 square foot building. No civil site work is proposed on the plans.

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 address on the cover sheet should be revised from 3178 Fort Street to 2178 Fort Street.

From an engineering feasibility standpoint, our office has no objection to the Preliminary Site Plan. Therefore, it's our recommendation for preliminary site plan approval.

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  
Montserrat Contreras, Permit Clerk, City of Lincoln Park  
James Hollandsworth, Lincoln Park Project Manager, Hennessey Engineers

R:\Municipalities\70000's Lincoln Park\72000's\72187 Re-Occupancy & Renovations for 2178 Fort Street\2022-10-26\_2178 Fort Street 1st PC Review\_72187.docx



## Elizabeth Gunden

---

**From:** Ray Watters <RWatters@citylp.com>  
**Sent:** Tuesday, October 18, 2022 1:04 PM  
**To:** Elizabeth Gunden  
**Subject:** Re: Site Plan Review Request: 2178 Fort - Office

The police department has no issues with the business moving forward.

Chief R.Watters

---

**From:** Elizabeth Gunden <egunden@bria2.com>  
**Sent:** Tuesday, October 18, 2022 8:43 AM  
**To:** Fire Chief <FChief@citylp.com>; Irenda Lockhart <ILockhart@citylp.com>; Mike Prinz <MPrinz@citylp.com>; Sam Norton <SNorton@citylp.com>; Ray Watters <RWatters@citylp.com>; Krystina Erdos <KErdos@citylp.com>; John Kozuh <JKozuh@citylp.com>; jdhollandsworth@hengineers.com <jdhollandsworth@hengineers.com>; Richard McCarty <rjmccarty@hengineers.com>  
**Cc:** Kyle Wilkes <kwilkes@bria2.com>; John Meyers <JMeyers@citylp.com>  
**Subject:** Site Plan Review Request: 2178 Fort - Office

Good morning!

Please find attached a set of plans for an office at 2178 Fort Street. Comments are appreciated by reply to this email by Friday, October 28<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 # <u>PPC 22-0011</u>
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**  
OCT 11 2022   
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 <b>MICHIGAN ONE-STOP INSURANCE AGENCY</b>		ADDRESS <b>2178 FORT ST</b>		
CITY <b>LINCOLN PARK</b>	STATE <b>MI</b>	ZIP CODE <b>48146</b>	PHONE <b>313-377-3779</b>	EMAIL <b>cmura@mpcfinancialcorp.com</b>

### PROPERTY OWNER (if different from Applicant)

NAME <b>CHRISTIAN MURA</b>		ADDRESS <b>3577 FORT ST</b>		
CITY <b>LINCOLN PARK</b>	STATE <b>MI</b>	ZIP CODE <b>48146</b>	PHONE <b>313-377-3779</b>	EMAIL <b>cmura@mpcfinancialcorp.com</b>

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

### PROPERTY INFORMATION

PROPERTY ADDRESS <b>2178 Fort St, Lincoln Park, MI. 48146</b>	NEAREST CROSS STREETS <b>Between Garfield Ave &amp; White Ave on Fort Street</b>
PROPERTY DESCRIPTION <i>(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.)</i> <b>FM113 114 115 LOTS 113 114 AND 115 MAIN FORT ST. SUB NO. 2 PC 43,84,86,95 L63 P44 WCR</b> <b>Parcel Number: 45 009 06 0113 000      Account Number: 161770</b>	
PROPERTY SIZE <i>(square feet and acres)</i> <b>1,400 Sq Ft      Total Acres: 0.138</b>	ZONING DISTRICT <b>Central Business District</b>

### PROPOSED DEVELOPMENT

Present Use of Property: CHIROPRACTIC MEDICAL OFFICE  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Proposed Use of Property: INCOME TAX, ACCOUNTING, INSURANCE OFFICE. THERE ARE 10 EMPLOYEES.  
HOURS OF OPERATION: MONDAY THRU FRIDAY FROM 09:00 AM TO 6:00 PM  
WE DON'T HAVE COMPANY VEHICLES AT THIS TIME.

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>	1 UNIT	1400 SQ FT	10 EMPLOYEES
<i>Industrial</i>			
<i>Other</i>			

**PROFESSIONALS WHO PREPARED THE PLANS:**

NAME <b>GARY LAMARAND</b>			ADDRESS <b>11717 PARDEE RD</b>	
CITY <b>TAYLOR</b>	STATE <b>MI</b>	ZIP CODE <b>48180</b>	PHONE <b>734-818-6666</b>	EMAIL <b>lamarand@comcast.net</b>
PRIMARY DESIGN RESPONSIBILITY <b>ARCHITECTURAL DESIGN SERVICES</b>				

NAME <b>HAKIM SHAKIR, P.E.</b>			ADDRESS <b>32190 SCHOOLCRAFT RD</b>	
CITY <b>LIVONIA</b>	STATE <b>MI</b>	ZIP CODE <b>48150</b>	PHONE <b>734-525-7330</b>	EMAIL <b>engineer@esi-engr.com</b>
PRIMARY DESIGN RESPONSIBILITY <b>PROFESSIONAL ENGINEER FOR PLAN REVIEW &amp; SEAL</b>				

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 checked="" 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.	
<input type="checkbox"/>	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.	
<input type="checkbox"/>	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: 

Date: 10/10/2022

Signature of Applicant: \_\_\_\_\_

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

Signature of Property Owner:   
 Authorizing this Application

Date: 10/10/2022

**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	

2022205677 L: 57675 P: 149 WD  
06/07/2022 04:09:12 PM Total Pages: 2  
Bernard J. Youngblood, Register of Deeds - Wayne County, MI  
ELECTRONICALLY RECORDED

MICHIGAN REAL ESTATE TRANSFER TAX  
Wayne County County Tax Stamp #633964  
06/07/2022  
Receipt# 22-192103 L: 57675 P: 149  
State Tax: \$1,125.00 County Tax: \$165.00



## WARRANTY DEED

Title One, Inc. File No. 3-697359

*KNOW ALL PERSONS BY THESE PRESENTS:* That Lawrence A. Gralewski  
Whose address is 48635 Crescent Dr. Macomb, MI 48044  
Convey(s) and Warrant(s) to Michigan One-Stop Insurance Agency, Inc., a Michigan corporation  
Whose address is 3577 Fort St., Lincoln Park, MI 48146  
the following described premises situated in the City of Lincoln Park, County of Wayne and State of Michigan,  
to-wit:

**Lots 113, 114 and 115, Main Fort Street Subdivision No. 2, as recorded in Liber 63, Page  
44 of Plats, Wayne County Records.**

Commonly known as: 2178 Fort St. Lincoln Park, Michigan 48146  
Tax Parcel # 45-009-06-0113-000

for the full consideration of: One Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00)

Subject to: existing building and use restrictions and easements and rights of way of record.

Drafted by:

Lawrence A. Gralewski  
48635 Crescent Dr.  
Macomb, MI 48044

Return to:

Christian Mura, President  
Michigan One-Stop Insurance Agency, Inc.  
2178 Fort St.  
Lincoln Park, MI 48146

This is to certify that there are no delinquent property taxes owed to our office on  
this property for five years prior to the date of this instrument. No representation  
is made as to the status of any tax liens or titles owed to any other entities.

Receipt: 211780531 Date: 6/7/2022 By: MW (1)  
Eric R. Sabree, Wayne County Treasurer, Detroit, Michigan

Signatures are contained on Page 2

3-697359

5-18

1290

**WARRANTY DEED**

**Title One, Inc. File No. 3-697359**

---

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Lawrence A. Gralewski  
48635 Crescent Dr.  
Macomb, MI 48044

Return to:

Christian Mura, President  
Michigan One-Stop Insurance Agency, Inc.  
2178 Fort St.  
Lincoln Park, MI 48146

Signatures are contained on Page 2

3-697359

5-18


1290

**Signature page of Warranty Deed for property located at 2178 Fort St., Lincoln Park, MI 48146**

Dated: May 31, 2022

Signed and Sealed:

Witnessed by:

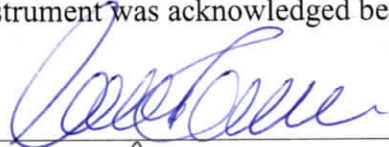


Lawrence A. Gralewski

STATE OF Michigan )  
 )SS.  
COUNTY Wayne )  
OF )

The foregoing instrument was acknowledged before me on May 31, 2022, by Lawrence A. Gralewski.

Sign



Print Catharine RAWSON  
Notary Public County, Michigan  
Acting in County  
My commission  
expires: \_\_\_\_\_

CATHARINE RAWSON  
Notary Public, State of Michigan  
County of Wayne  
My Commission Expires: Nov. 2, 2024  
Acting in the County of Wayne

County Treasurer's Certificate	City Treasurer's Certificate
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625 Southfield – Cabinet Assembly

## Site Plan Review

Applicant	Ahmad Elsafadi
Project	Cabinet Assembly Service Establishment
Address	625 Southfield Road Lincoln Park, MI 48146
Date	December 14, 2022
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 Map

The proposed project is a “service” establishment of a workshop nature to include the assembly and sale of cabinetry. The existing site is currently vacant and was previously used for an ambulance company.

#### Site Conditions

The 0.26-acre site consists of two parcels located on Southfield Road between Applewood and Washington Avenues. The parcel to the west of the subject site contains a vacant, 2,692 sq. ft. building and two concrete parking areas, while the other (easternmost) parcel is currently vacant. There is an existing five-foot public sidewalk along Southfield Road as well as a public alleyway to the rear of the property. Access to the site is via Southfield Road in the front, where there is also a proposed small loading area.



## Master Plan

### *Future Land Use Classification*

The future land use classification for the site is General Commercial. The proposed retail use 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 is a suitable location for automobile-oriented uses that are not appropriate in pedestrian-oriented City areas such as the downtown, including as restaurants with car service, gas stations with or without convenience stores, minor auto repair shops, and car washes that comply with special design standards.

## Land Use and Zoning

### *Zoning*

The site is zoned Municipal Business District (MBD). “Service establishments” of a workshop nature are principally permitted in the district per §1278.02(c) of the Lincoln Park Zoning Ordinance.

### *Proposed and Existing Uses*

<b>Site</b>	Commercial (vacant) – Municipal Business District (MBD)
<b>North</b>	ROW, then Commercial – Municipal Business District (MBD)
<b>East</b>	Public Utilities – Municipal Business District (MBD)
<b>South</b>	ROW, then Residential – Multiple Family Residential District (MFRD)
<b>West</b>	Commercial – Municipal Business District (MBD)



Figure 2: Zoning 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
A000	Existing Site Plan	10/19/2022	–
A101	Building Elevations	10/19/2022	–
L100	Landscape Plan	10/19/2022	–

### Dimensional Standards

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



	Required	Provided	Compliance
Lot Width	Min. 40	~181 ft.	Met
Street Frontage (§1294.09)	Shrubbery and low retaining walls maximum 2 ½' < height < 8'	Existing building is not at corner	N/A
Lot Area	Min. 4,000 sq. ft.	~11,520 sq. ft.	Met
Lot Coverage	Max. 50%	~2,692/11,520 = 23%	Met
Height	2-Story Building; 25 ft	1 story; 16 ft., 4 inches	Met
Setback – Front	0	Southfield: 0';	Met
Setback – Sides	0	~31' (west); ~90' (east)	Met
Setback – Rear	0	~1'	Met

### Items to be addressed

None

### BUILDING DESIGN

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

Required	Compliance
<ul style="list-style-type: none"> <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>1 block northwest on Southfield Road – single-story, square, flat roofs</p>  <p>1 block southeast on Southfield Road – single-story, square, brick, flat roofs</p>	Met

Required	Compliance
<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>North Elevation (front): 64% brick (567/888)</u> <ul style="list-style-type: none"> <li>○ Brick: ~567 sf</li> <li>○ Glass Window &amp; Door (exempt): 86 sf</li> <li>○ Metal Doors: ~321 sf</li> <li>○ Total Area: ~974 sf</li> </ul> <u>East Elevation (side): 100% brick (492/492)</u> <ul style="list-style-type: none"> <li>○ Brick: ~492 sf</li> <li>○ Glass (exempt): 0 sf</li> <li>○ Total Area: ~492 sf</li> </ul> <u>West Elevation (side): 87% brick (340 / 392)</u> <ul style="list-style-type: none"> <li>○ Brick: ~340 sf</li> <li>○ Glass block windows (exempt): ~52 sf</li> <li>○ Metal door: ~100 sf</li> <li>○ Total Area: ~492 sf</li> </ul> <u>South Elevation (rear): 100% brick (492/492)</u> <ul style="list-style-type: none"> <li>○ Brick: ~912 sf</li> <li>○ Total Area: ~912 sf</li> </ul> </li> <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</i></li> </ul>	<p><b>NOT MET</b></p>
<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>	<p><b>Met</b></p>
<ul style="list-style-type: none"> <li>• Windows: vertical, recessed, visually obvious sills</li> <li>• Spaces between windows = columns, mullions, or material found elsewhere on the façade</li> <li>• Front facades &gt; 25% windows <i>Southfield: 86 / 912 = 9%</i></li> <li>• Size, shape, orientation, spacing to match buildings within 500'</li> </ul>	<p><b>NOT 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)</li> </ul>	<p><b>Met</b></p>
<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>No existing or proposed mechanical equipment. Any future mechanical equipment shall be screened by room form.</i></li> </ul>	<p><b>Met</b></p>

This is an existing building that meets all requirements except for the building material and transparency requirements on the front elevation. The proposal does not include any changes to the existing facades; therefore, 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 public sidewalk on Southfield Road, which provides pedestrian circulation separated from the vehicular circulation. There are no bicycle lanes on the ROW or bicycle parking facilities proposed. Any broken, cracked, or unsafe sidewalks in the right-of-way must be repaired. Engineering comments indicate that the flat work around the building looks to be in poor condition, and it should be replaced.

**Items to be addressed**

- Applicant shall ensure that 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
Service Establishment	Two (2) for every two-hundred-fifty (250) square feet of gross floor area. <i>2,002 GFA / 250 = 8 spaces</i>	5 parking spaces	<b>NOT MET</b>

	Required	Proposed	Compliance
<b>Parking Area Type B</b> §1290.05	Adequate means of ingress and egress shall be provided and shown	Ingress and egress appear to be from Southfield Rd. However, it is not labeled on the Site Plan. Additionally, there appears to be potential conflicts with ingress/egress and the proposed location of the loading zone area.	<b>INQUIRY</b>

	Required	Proposed	Compliance
	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 surface material type not specified.	INQUIRY
	Concrete curbs and gutters	Existing concrete curbs and gutters	Met
	When adjoining residential property and/or a residential street or alley: 6' solid masonry wall, ornamental on both sides, with bumper guards	The property is separated by a residential alleyway and residential district to the south. No wall has been provided.	NOT 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.	The property is separated by a residential alleyway and residential district to the south. No wall has been provided.	NOT MET
	Entrance only from the adjoining principal use or adjoining alley; no use of street for backing or maneuvering	There is ample space 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.	Wheel stops are proposed for each parking space provided, as well as shrubs and an existing chain link fence between the parking area and abutting public sidewalk along Southfield Rd.	Met

The proposed number of the parking spaces does not comply with the parking requirements for the proposed use, but it appears the site can accommodate parking space requirements within the proposed parking area, consistent with the parking space layout and design standards in §1290.08. There is also concern regarding potential conflicts at the entrance to the site with the proposed loading area and ingress/egress. Additionally, vehicular travel and circulation seems to be hindered by the existing chain link fence and gate abutting the proposed parking area. Finally, no details have been provided on the proposed material for the parking area. Engineering comments indicate that the proposed parking area must be paved, and that on-site drainage shall be provided with a single discharge point. No sheet drainage will be permitted to leave the site.

**Items to be addressed**

- Applicant shall provide the required number of parking spaces.
- Applicant shall indicate material type for parking area.
- Applicant shall work with the City Engineer to provide drainage details for the proposed parking area.

- Applicant shall remove and replace broken and settled concrete and shall bring up the parking lot to current City standards.
- Applicant shall relocate the proposed loading area to the existing paved area west of the building and shall provide a loading space that complies with the dimensional requirements in §1290.09.
- Applicant shall provide the required 6’ solid masonry wall, ornamental on both sides, with bumper guards, on the south property line abutting the residential alley.

**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 to 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
2,002	1	One (1) loading space provided; however, it appears that the proposed location may conflict with ingress and egress to the site	INQUIRY

**Items to be addressed**

- Applicant shall relocate the proposed loading area to the existing paved area west of the building and shall provide a loading space that complies with the dimensional requirements in §1290.09.

**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.

Required	Provided	Compliance
<ul style="list-style-type: none"> <li>• Single two-way driveway or pair of one-way driveways</li> <li>• Two-way: 25' &lt; throat width &lt; 30' (face to face of curb). One-way paired: each 20' measured perpendicularly. May be separated by 10' median; sidewalks shall be continued or maintained</li> <li>• 25' radii; 30' radii where daily truck traffic expected</li> <li>• Corner lots: one access point per street with &gt;100' frontage</li> <li>• If frontage &gt;300' and documented need (ITE), may allow additional access with design restrictions</li> <li>• If frontage &gt;600', max of 3 drives may be allowed; one with design restrictions</li> </ul>	<ul style="list-style-type: none"> <li>• Two existing drives on Southfield; directional details not provided.</li> <li>• Existing widths appear to be 25' indicating a two-way drive; however, ingress/egress and entry width is not clear. Sidewalk proposed to be continued / maintained.</li> <li>• No radii provided</li> <li>• Not Applicable</li> <li>• Not Applicable</li> <li>• Not Applicable</li> </ul>	<p>INQUIRY</p> <p>INQUIRY</p> <p>INQUIRY N/A</p> <p>N/A</p> <p>N/A</p>
<ul style="list-style-type: none"> <li>• Shared access: driveways along property lines, connecting parking lots, on-site frontage roads, rear service drives. Encouraged and may be required for sites within 1/4 mile of major intersections; having dual frontage; with &lt;300' frontage; with sight distance problems; along congested or accident-prone roadway segments</li> <li>• Connection to adjacent facilities may be required; site accommodation may be required for future connection to undeveloped adjacent property</li> <li>• Letters of agreement or access easements required</li> </ul>	<p>Not Applicable</p>	<p>N/A</p>
<ul style="list-style-type: none"> <li>• Triangular unobstructed view areas: from corner of two ROWs, 25' along each; from corner of ROW and driveway, 10' along driveway and 5' along ROW</li> <li>• Grass / groundcover only in 3' strip abutting driveway and ROW</li> <li>• Trees permitted if trimmed between 30" and 6' from ground level</li> </ul>	<p>Not Applicable</p>	<p>N/A</p>
<ul style="list-style-type: none"> <li>• May require drive to be located on the far side of the property from congested intersections</li> <li>• &gt;150' from signalized intersection or 4-way stop, or right-turn-only at 75' from intersection</li> <li>• &gt;100' otherwise</li> <li>• &gt;200' from centerline of I-75 access ramps</li> </ul>	<p>Not Applicable</p>	<p>N/A</p>
<ul style="list-style-type: none"> <li>• Same side of street: Driveway spacing determined by speed limits in §1290.10. <i>Speed limit is 40 mph = 185' driveway spacing</i></li> <li>• Across the street: Driveways directly aligned or &gt;150' offset (excludes right-turn-only)</li> </ul>	<ul style="list-style-type: none"> <li>• Nearest driveway on Southfield is ~20 ft. at the adjoining property to the northwest.</li> <li>• Not Applicable</li> <li>• Not Applicable</li> </ul>	<p>NOT MET</p> <p>N/A N/A</p>

Required	Provided	Compliance
<ul style="list-style-type: none"> <li>Directional driveways, divided driveways, and deceleration tapers and/or by-pass lanes may be required by the Planning Commission where they will reduce congestion and accident potential</li> </ul>		

The driveways are existing; therefore, the City has traditionally allowed these conditions to remain. Because the project is redeveloping an existing site, the Planning Commission has the authority to apply the standards to the maximum extent possible if it determines that compliance with all the standards of this section is unreasonable. However, there is concern regarding site ingress-egress and conflicts with the proposed loading zone location as well as the existing chain link fence/gate hindering two-way travel to the proposed parking area.

(4) For expansion and/or redevelopment of existing sites where the Planning Commission determines that compliance with all the standards of this section is unreasonable, the standards shall be applied to the maximum extent possible. In such situations, suitable alternatives which substantially achieve the purpose of this section may be accepted by the Planning Commission, provided that the applicant demonstrates that all of the following apply:

- A. The size of the parcel is insufficient to meet the dimensional standards.
- B. The spacing of existing, adjacent driveways or environmental constraints prohibit adherence to the access standards at a reasonable cost.
- C. The use will generate less than five hundred (500) total vehicle trips per day or less than seventy-five (75) total vehicle trips in the peak hour of travel on the adjacent street, based on rates developed by the Institute of Transportation Engineers (ITE).
- D. There is no other reasonable means of access.

**Items to be addressed**

- Applicant comment is requested regarding the proposed site design for site and parking area access.
- Applicant shall provide details on the proposed driveways, including directions and dimensions.
- Applicant shall remove existing chain link fence and gate adjacent to parking area entry to accommodate two-way vehicular travel and circulation.
- Applicant shall provide radii details.

**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 Southfield Road. The Police Department has indicated no concerns with the proposed project.

**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 large grass area to the east of the parking area is considered a greenbelt by definition; therefore, it counts toward the greenbelt requirement. There is also an existing 10-ft. greenbelt along Southfield Rd.	<b>Met</b>
	1 tree and 4 shrubs per 40' of street frontage <i>181' on Southfield Rd. = 5 trees and 18 shrubs</i> <i>30% redevelopment standard = 1 tree + 6 shrubs</i>	18 shrubs provided, but no tree provided. There is ample space in the grass area to the east of the parking area to provide a tree.	<b>NOT MET</b>
	Where headlights from parked vehicles will shine into the ROW, may require a totally obscuring hedge	Parked vehicles face Southfield Rd. Shrubs provided to obscure headlights.	<b>Met</b>
Interior Landscaping	10% of total lot area landscaped, including groundcover <i>(11,520 sf * 0.1) = 1,152 sf landscaping</i> <i>30% redevelopment standard = 345 sf</i>	~1,857 sf of total lot area is landscaped with grass cover.	<b>Met</b>
	Interior landscaping to be grouped near entrances, foundations, walkways, service areas	Interior landscaping grouped near parking area and public sidewalk.	<b>Met</b>
	1 tree per 400 sf of required landscaping and 1 shrub per 250 sf of required landscaping <i>30% redevelopment standard = 0 trees + 1 shrub</i>	One shrub provided	<b>Met</b>

	Required	Proposed	Compliance
Parking Lot	1 deciduous or ornamental tree per 10 parking spaces < 10 parking spaces	Not applicable	N/A
	100 sf of planting area per tree		
Screening	Waste receptacle: Decorative masonry wall of at least 6' with solid or impervious gate	No details or location provided for waste receptacle or screening.	INQUIRY
	Abutting residential: greenbelt, 15' with 5' evergreens (PC may waive), and/or solid 6' masonry wall ornamental on both sides	The property abuts a residential zoning district across an alleyway. No wall provided.	NOT MET

There is a large area of green space to the east of the building that is currently landscaped with grass cover. Because the proposed project is a redevelopment of an existing site, it must only meet 30% of the landscaping standards. Section 1296.03(d)(1)(B) states that for the street landscaping requirements, the "location of the trees and shrubbery is discretionary." Therefore, there is ample space in the existing grass area to provide 30% of the required street landscaping (tree requirement).

**Items to be addressed**

- Applicant shall revise the landscaping plan to include one (1) tree to meet street landscaping requirements.
- Applicant shall provide a waste management plan. If a dumpster is proposed, applicant shall provide the dumpster location and screening wall and enclosure details.
- Applicant shall provide the required 6' solid masonry wall, ornamental on both sides, with bumper guards, on the south property line abutting the residential alley.

**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.
- A Soil Erosion and Sedimentation permit must be obtained 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. Engineering comments state that 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 or undersized, it will be required to be removed and 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

- *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 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.

#### Items to be addressed

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

#### LIGHTING

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

There does not appear to be new lighting proposed at this time. If new lighting is proposed, details must be provided.

#### 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 indication of 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 shown on the plan. If rooftop mechanical equipment is to be included, it would need to be screened in accordance with Ordinance requirements.

**Items to be addressed**

- Applicant shall provide details on any proposed roof or ground mounted mechanical equipment that meets screening requirements, if applicable.*

**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.

**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.*

It is unclear whether the proposed use is expected to generate hazardous materials or waste.

**Items to be addressed**

- Applicant shall address whether the proposed use will generate any hazardous materials or waste.*

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

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

Service establishment of a workshop nature is a principally permitted use in the district.

**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

- Work in the Southfield Road right-of-way requires a permit from the Wayne County Road Commission.*
- Applicant to secure all appropriate agency reviews as needed.*

## VARIANCES

No variances are anticipated from this proposal.

### Items to be addressed

- None*

## RECOMMENDATIONS

### Findings

There are several items that need to be addressed before this proposal is substantially in compliance with §1296.01, Site Plan Review.

### Conditions & Waivers

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

- Applicant shall provide the required number of parking spaces.
- Applicant shall indicate material type for parking area.
- Applicant shall relocate the proposed loading area to the existing paved area west of the building and shall provide a loading space that complies with the dimensional requirements in §1290.09.
- Applicant shall provide the required 6' solid masonry wall, ornamental on both sides, with bumper guards, on the south property line abutting the residential alley.
- Applicant comment is requested regarding the proposed site design for site and parking area access.
- Applicant shall provide details on the proposed driveways, including directions and dimensions.
- Applicant shall remove existing chain link fence and gate adjacent to parking area entry to accommodate two-way vehicular travel and circulation.
- Applicant shall provide radii details.
- Applicant shall revise the landscaping plan to include one (1) tree to meet street landscaping requirements.
- Applicant shall provide a waste management plan. If a dumpster is proposed, applicant shall provide the dumpster location and screening wall and enclosure details.

- 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.
- Applicant shall provide details on any proposed roof or ground mounted mechanical equipment that meets screening requirements, if applicable.
- Applicant shall address whether the proposed use will generate any hazardous materials or waste.

*Conditions of Approval*

- Applicant shall ensure that concrete sidewalks are brought up to City standards.
- Applicant shall work with the City Engineer to provide drainage details for the proposed parking area.
- Applicant shall remove and replace broken and settled concrete and shall bring up the parking lot to current 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.
- A Soil Erosion and Sedimentation permit must be obtained from Wayne County.
- 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 service be videotaped to determine the condition of the service lead.
- Applicant shall work with the City Engineer to review stormwater system to determine the appropriate permitting process.
- Applicant shall work with the Building Department to ensure signs comply with the Lincoln Park Sign Ordinance.
- Work in the Southfield Road right-of-way requires a permit from the Wayne County Road Commission.
- Applicant to secure all appropriate agency reviews as needed.

**Proposed Motion**

I move that the City of Lincoln Park Planning Commission **[approve / deny / table]** the site plan numbered PPC22-0012, proposing a cabinet assembly service establishment at 625 Southfield Road and consisting of the pages and revision dates found under 'Site Plan Documents' above, based on the finding that the proposal **[does / does not]** substantially comply with the requirements of §1296.01.

**DATA:**

GROSS SITE AREA = 11,520 SQ. FT.  
 EXISTING BUILDING: = 2,692 SQ. FT.  
 USE GROUP: = GROUP M (MERCANTILE)  
 TYPE OF CONSTRUCTION: = IIIB  
 ZONING: = MBD (MUNICIPAL BUSINESS DISTRICT)

**CODE COMPLIANCE:**

MICHIGAN REHABILITATION CODE 2015  
 ALTERATION LEVEL 2  
 COMPLIANCE METHOD - WORK AREA / LESS THAN 50%

**LEGAL DESCRIPTION:**

PARCEL ID: 45008030024001  
 FC24A 25A 26A LOTS 24 25 AND 26 EXC THE NLY 54 FT  
 THEREOF SUBURBAN PARK SUB PC 85,92 L29 P46 WCR.  
 KNOWN AS: 613 SOUTHFIELD ROAD

PARCEL ID: 45008030021003  
 FC21A2 21A1B 22A 23A ELY 19.3FT LOT 21 ALSO LOTS 22  
 AND 23 EXC NLY 54FT THEREOF SUBURBAN PARK SUB PC  
 85,92 L29 P46 WCR.  
 KNOWN AS: 625 SOUTHFIELD ROAD

# SAFADI PROPERTIES dba "SAFADI CABINETS" 613 & 625 SOUTHFIELD ROAD LINCOLN PARK, MICHIGAN

SKETCH DESIGN GROUP

**ICS**

INDIGOSHORES CONSULTANT SERVICES

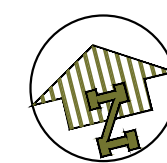
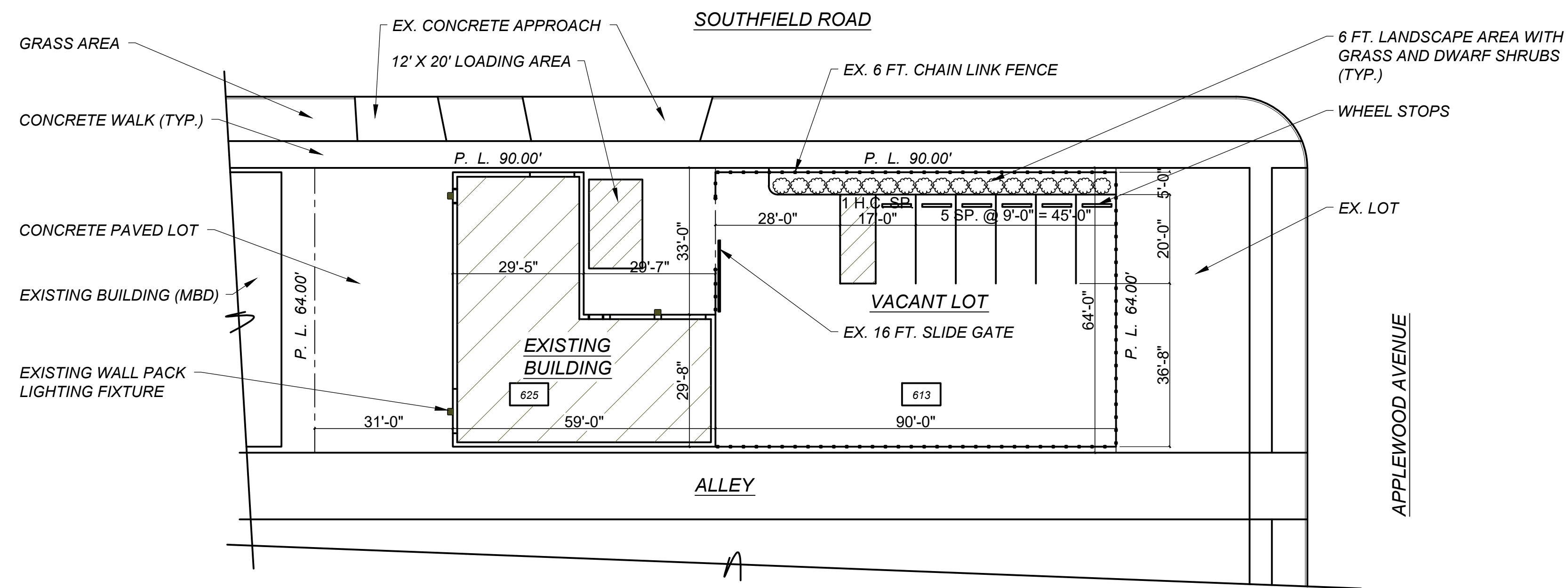
**SCOPE OF WORK:**

ESTABLISH A CABINETRY ASSEMBLY WORKSHOP BUSINESS AND A CABINETRY RETAIL SHOWROOM.  
 HOURS OF OPERATION: 9 AM TO 6 PM.  
 EMPLOYEES: 2

**DRAWING INDEX**

SHT. A000 EXISTING SITE PLAN  
 SHT. L100 LANDSCAPE PLAN  
 SHT. A100 PROPOSED FLOOR PLAN  
 SHT. A101 EXISTING ELEVATIONS

SAFADI PROPERTIES dba  
 "SAFADI CABINETS"  
 613 & 625 SOUTHFIELD ROAD  
 LINCOLN PARK, MICHIGAN



SITE PLAN @ 1" = 20'-0"

**APPLICANT:**

AHMAD ELSAFADI  
 5027 MIDDLESEX STREET  
 DEARBORN, MICHIGAN 48126  
 PHONE: 313-903-4562

DRAWN BY: D. ALLEN

CHK BY: I. THOMPSON  
 DATE: 10/12/22  
 REV: 1 10/18/22



**PROJECT DIRECTORY**

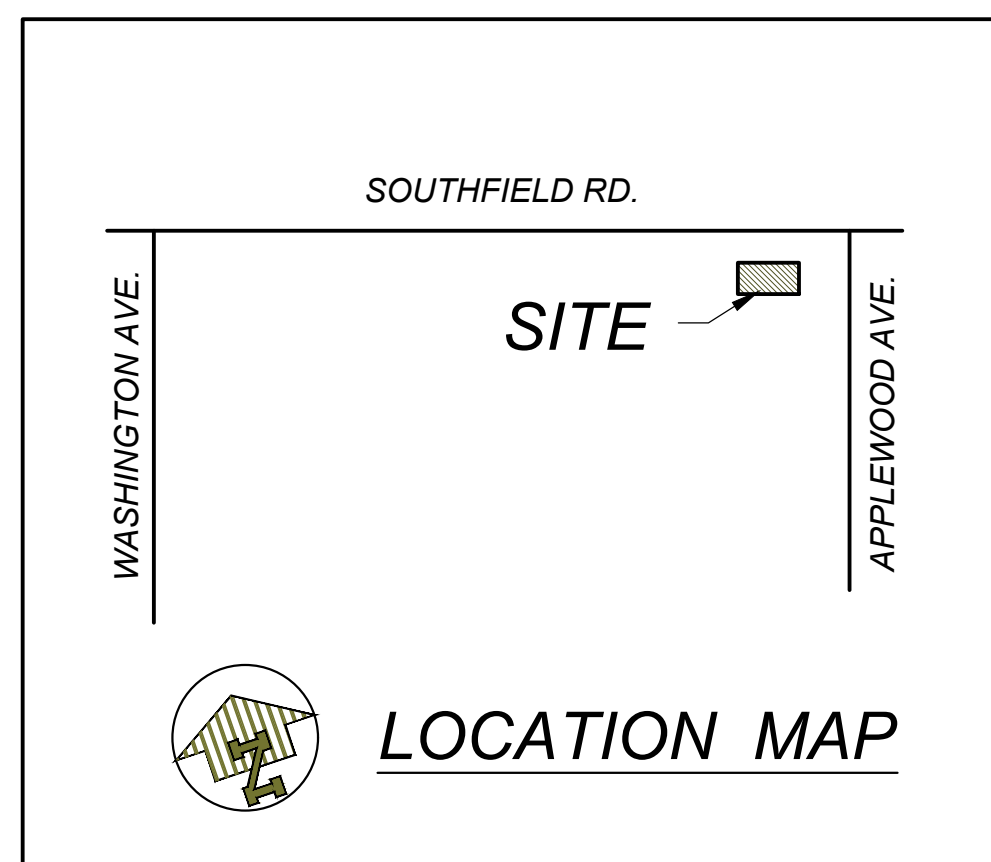
**DESIGNER:**

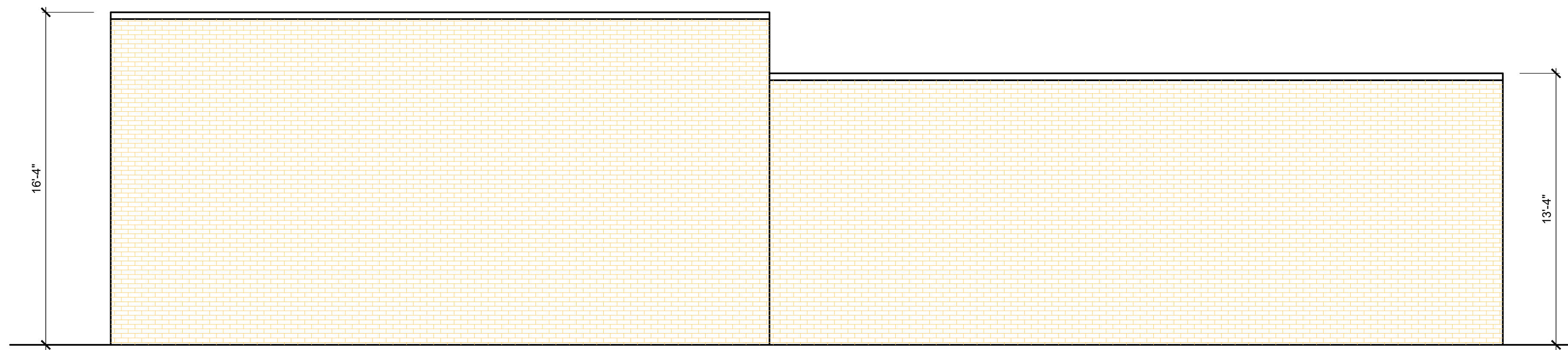
INDIGOSHORES CONSULTANT SERVICES PLC.  
 26520 GRAND RIVER BLVD., SUITE 101  
 REDFORD TWP., MI 48240  
 EMAIL: IAN@INDIGOSHORES.COM  
 PH: 954.804.3955

SKETCH DESIGN GROUP  
 26520 GRAND RIVER AVE., SUITE 101  
 REDFORD TWP., MI 48240  
 EMAIL: SKETCHTIMEDESIGN@GMAIL.COM  
 PH: 248.890.3036

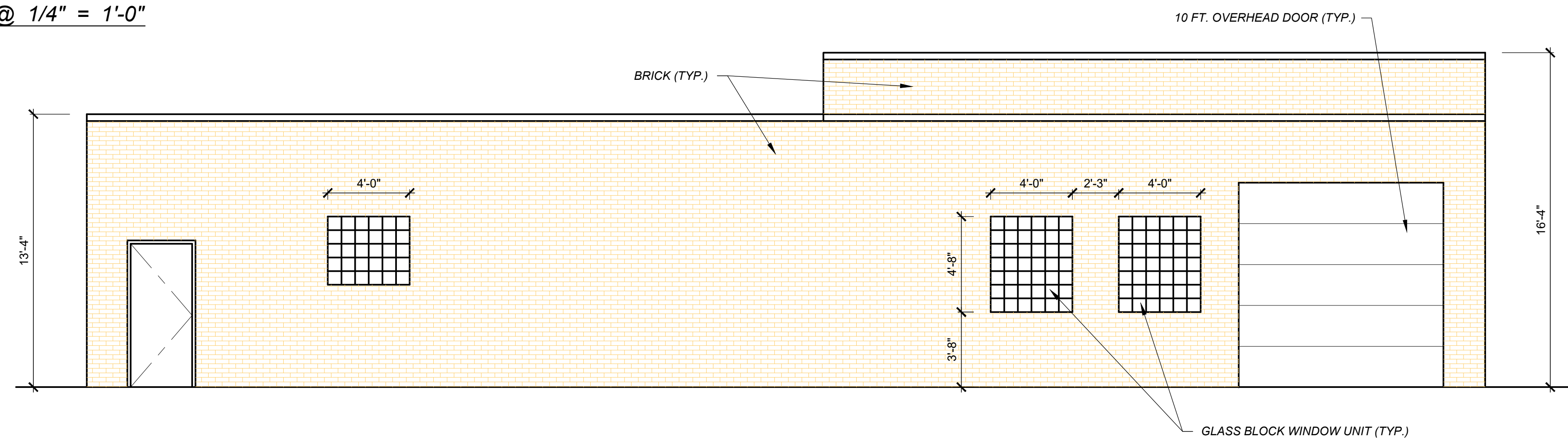
**A000**

PROJECT #221360

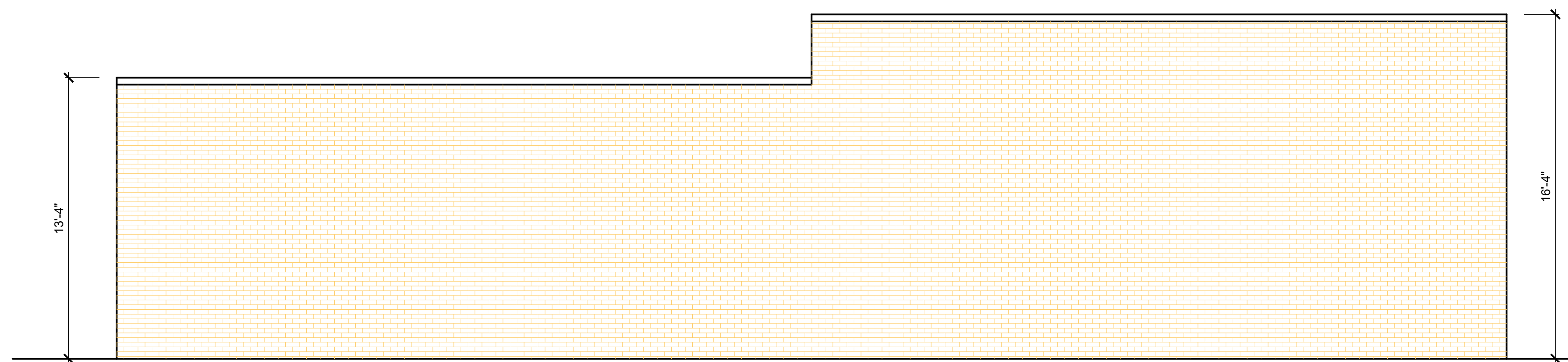




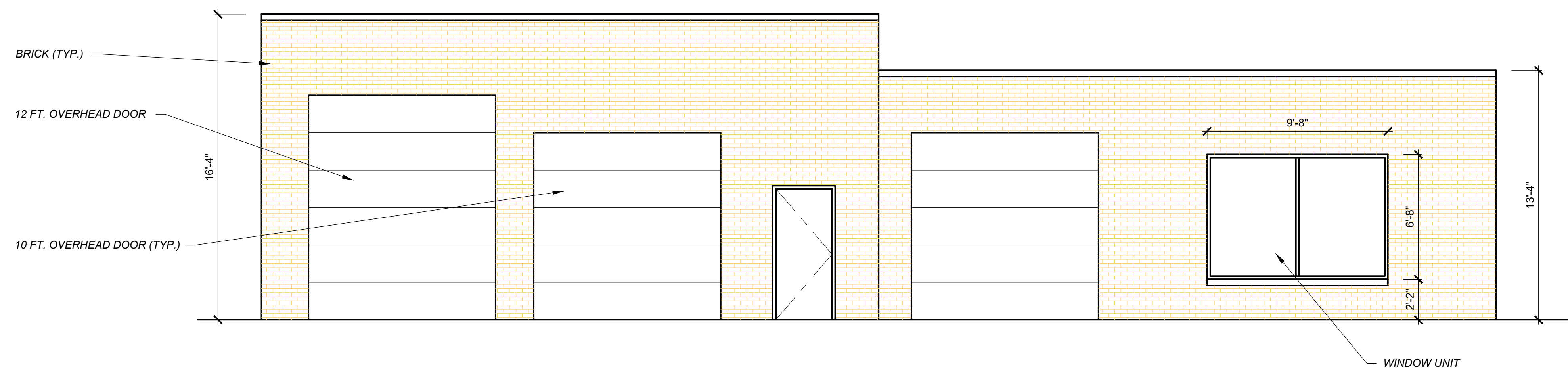
EXISTING EAST ELEVATION @ 1/4" = 1'-0"



EXISTING WEST ELEVATION @ 1/4" = 1'-0"



EXISTING SOUTH ELEVATION @ 1/4" = 1'-0"



EXISTING NORTH ELEVATION @ 1/4" = 1'-0"

SKETCH DESIGN GROUP

ICS

INDIGOSHORES CONSULTANT SERVICES

SAFADI PROPERTIES dba "SAFADI CABINETS" 613 & 625 SOUTHFIELD ROAD LINCOLN PARK, MICHIGAN

DRAWN BY: S. ALLEN

CHK BY: I. THOMPSON

DATE: 10/18/22



A101

PROJECT #221360

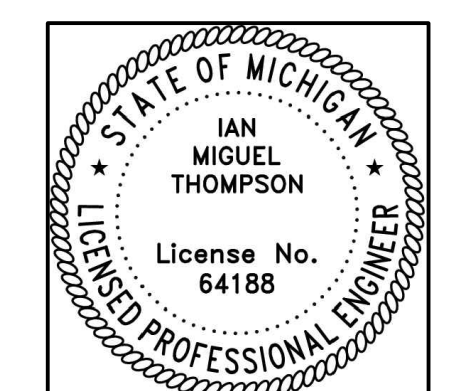


SKETCH DESIGN GROUP

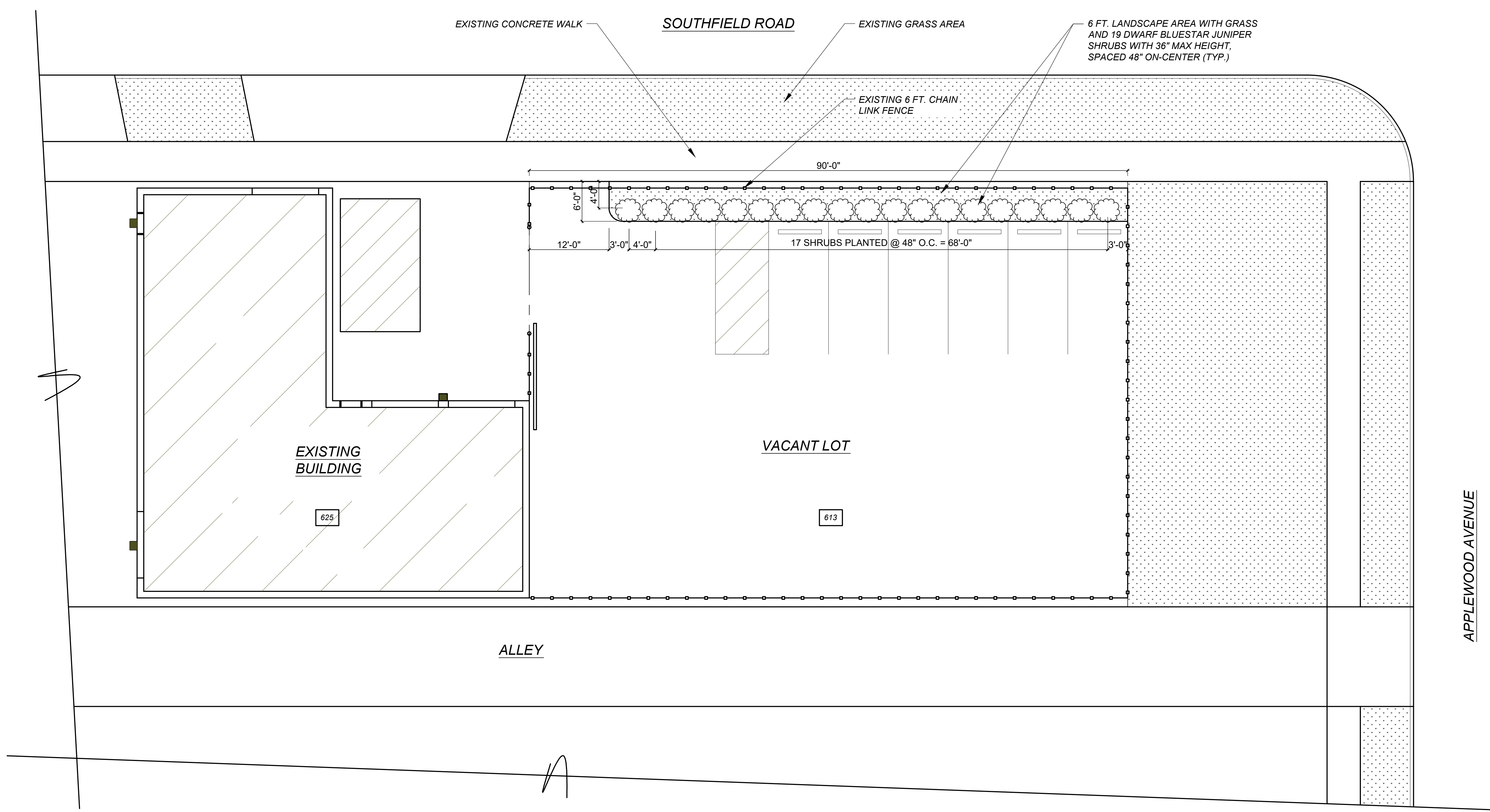
**ICS**  
INDIGOSHORES  
CONSULTANT  
SERVICES

**SAFADI PROPERTIES dba  
"SAFADI CABINETS"  
613 & 625 SOUTHFIELD ROAD  
LINCOLN PARK, MICHIGAN**

DRAWN BY: S. ALLEN  
CHK BY: I. THOMPSON  
DATE: 10/18/22



**L100**  
PROJECT #221360



 **LANDSCAPE PLAN @ 1/8" = 1'-0"**



October 26, 2022

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

Re: Safadi Cabinets  
625 Southfield Road, City of Lincoln Park, MI  
**Hennessey Engineers Project #72186**

Dear Ms. Gunden:

Pursuant to your request, Hennessey Engineers, Inc. has completed our first review of the site plans for planning commission purposes. The plans, as submitted, are dated October 18, 2022. The project consists of reoccupying an existing 2,692 square foot building at 625 Southfield Road, with parking lot improvements on the adjacent vacant lot (613 Southfield Road).

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 flat work around the building looks to be in poor condition. It should be replaced.
4. The adjacent lot, with an address of 613 Southfield, is not paved but has some concrete pads and gravel in it. To complete the work shown on the plans, this lot shall be paved.

On-site drainage shall be provided with a single discharge point. No sheet drainage will be permitted to leave the site.

5. Any work proposed in the Fort Street right-of-way will require a Wayne County Department of Public Services (WCDPS) permit. This would include any utility connections or pavement repairs.

From an engineering feasibility standpoint, our office has no objection to the Preliminary Site Plan. Therefore, it's our recommendation for preliminary site plan approval.

Prior to the start of any construction, a permit from the City must be obtained. A detailed engineering review and approval of the construction plans will be required prior to permit issuance.

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  
Montserrat Contreras, Permit Clerk, City of Lincoln Park  
James Hollandsworth, Lincoln Park Project Manager, Hennessey Engineers

R:\Municipalities\70000's Lincoln Park\72000's\72186 Safadi Cabinets 625 Southfield Rd\2022-10-26\_625 Southfield 1st PC Review\_72186.docx

## Elizabeth Gunden

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**From:** Ray Watters <RWatters@citylp.com>  
**Sent:** Wednesday, October 19, 2022 12:50 PM  
**To:** Elizabeth Gunden  
**Subject:** Re: Site Plan Review Request: 625 Southfield - Cabinet Assembly

The police department has no issues with the cabinet shop moving forward.

Chief R.Watters

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**From:** Elizabeth Gunden <egunden@bria2.com>  
**Sent:** Wednesday, October 19, 2022 12:42 PM  
**To:** Fire Chief <FChief@citylp.com>; Irenda Lockhart <ILockhart@citylp.com>; Mike Prinz <MPrinz@citylp.com>; Sam Norton <SNorton@citylp.com>; Ray Watters <RWatters@citylp.com>; Krystina Erdos <KErdos@citylp.com>; John Kozuh <JKozuh@citylp.com>; jdhollandsworth@hengineers.com <jdhollandsworth@hengineers.com>; Richard McCarty <rjmccarty@hengineers.com>  
**Cc:** Kyle Wilkes <kwilkes@bria2.com>; John Meyers <JMeyers@citylp.com>  
**Subject:** Site Plan Review Request: 625 Southfield - Cabinet Assembly

Hello!

Please find attached a set of plans for a cabinet assembly workshop at 625 Southfield Road. Comments are appreciated by reply to this email by Friday, October 28<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 #	ppc22-0012
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  
OCT 14 2022 (vw)  
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 AHMAD ELSAFADI			ADDRESS 5027 MIDDLESEX	
CITY DEARBORN	STATE MI	ZIP CODE 48126	PHONE 313-903-4562	EMAIL roulaeltot@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 613 & 625 SOUTHFIELD RD	NEAREST CROSS STREETS APPLEWOOD & WASHINGTON AVE.
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.) PARCEL ID: 45008030024001, LOTS 24 & 25 & 26, SUBURBAN PARK SUB. PARCEL ID: 45008030021003, LOTS 21, 22 & 23 " " "	
PROPERTY SIZE (square feet and acres) 11,520 SQ. FT. (0.264 ACRES)	ZONING DISTRICT MBD

### PROPOSED DEVELOPMENT

Present Use of Property: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Proposed Use of Property: ESTABLISH A CABINETRY RETAIL AND ASSEMBLY BUSINESS,  
HOURS OF OPERATION - 9 AM - 6 PM, 2 EMPLOYEES.

Please complete the following chart:

TYPE OF DEVELOPMENT	NUMBER OF UNITS	GROSS FLOOR AREA	NUMBER OF EMPLOYEES ON LARGEST SHIFT
Detached Single Family			
Attached Residential			
Office			
Commercial	1	2,454 SQ. FT.	2
Industrial			
Other			

**PROFESSIONALS WHO PREPARED THE PLANS:**

NAME SKETCH DESIGN GROUP			ADDRESS 26520 GRAND RIVER, STE. 101	
CITY REDFORD	STATE MI	ZIP CODE 48240	PHONE 248.890.3036	EMAIL SKETCHTIMEDESIGN@GMAIL.COM
PRIMARY DESIGN RESPONSIBILITY COMPLETED PLANS FOR SITE PLAN REVIEW AND PLANNING COMMISSION.				

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.
<input checked="" type="checkbox"/> 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.
<input type="checkbox"/> 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 Health Division Michigan Department of Transportation Wayne County Drain Commission Michigan Department of Natural Resources 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: \_\_\_\_\_

Date: 10-14-22

Signature of Applicant: \_\_\_\_\_

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

Signature of Property Owner: \_\_\_\_\_  
Authorizing this Application

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

**TO BE COMPLETED BY THE CITY**

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

## LAND CONTRACT FOR COMMERCIAL LAND

This contract (the Agreement) is made on August 25, 2022, between ROBERT STEELE, hereinafter referred to as "Seller", whose address is 19408 Wherle, Brownstown, MI 48193, and SAFADI PROPERTIES, LLC, a Michigan Limited Liability Company, by AHMAD EL-SAFADI, hereinafter referred to as "Purchaser", whose address is 625 Southfield, Lincoln Park, MI 48146.

### RECITALS

The Seller and Purchaser are parties to an Agreement for Sale of Commercial Real Property and Addendum to Agreement for Sale of Commercial Real Property dated August 3, 2022 regarding real property commonly known as 613 and 625 Southfield, Lincoln Park, MI 48146; and

The Seller and Purchaser do herein desire to enter into this Land Contract relating to the sale and purchase of the real property and to contractually bind the respective parties to the terms and conditions of said Land Contract.

1. **Description of the premises.** Seller agrees to sell the real estate, together with all improvements, appurtenances, tenements, and hereditaments located on the real estate (the Premises), subject to easements and restrictions of record and zoning laws and ordinances affecting the Premises.

Real property located in the City of Lincoln Park, County of Wayne, and State of Michigan, commonly known as 613/625 Southfield Road, Lincoln Park, MI 48146, and more specifically described as follows:

Lots 24, 25 and 26, except the Northerly 54 feet thereof, Suburban Park Subdivision, Private Claim 85.92, as recorded in Liber 29, Page 45 of Plats, Wayne County Records.

Tax ID# 82-45-008-03-0024-001 (613 Southfield)

Easterly 19.3 feet of Lot 21, also Lots 22 and 23, except Northerly 54 feet thereof, Suburban Park Subdivision, Private Claim 85.92, as recorded in Liber 29, Page 46 of Plats, Wayne County Records.

Tax ID# 82-45-008-03-0021-003 (625 Southfield)



2. **Price and terms.**

- A. Purchaser agrees to purchase the premises from the Seller for the sum of **Two Hundred Seventy Thousand One Hundred (\$270,100.00) Dollars**. Said sum shall be paid pursuant to the terms of a Commercial Land Contract. Said Land Contract shall include, among other terms, the following terms and conditions:
- (1) The sum of **Ninety-Eight Thousand (\$98,000.00) Dollars** shall be paid as a down payment at the date and time of closing. The down payment of One Hundred Thousand (\$100,000.00) Dollars includes the payment of the initial earnest money deposit of Two Thousand (\$2,000.00) Dollars, bringing the total down payment to One Hundred Thousand (\$100,000.00) Dollars.
  - (2) The balance of the Land Contract of **One Hundred Seventy Thousand One Hundred (\$170,100.00) Dollars**, shall be payable as follows:
    - (a) Beginning with the initial payment due on September 25, 2022, the Purchaser shall pay to Seller consecutive monthly payments of principal in the amount of Two Thousand Twenty-Five (\$2,025.00) Dollars per month. Said sum shall not include a monthly interest fee as the interest has been computed in the purchase price and within the payment.
    - (b) The Land Contract shall be paid in full on or before August 25, 2029.
- B. The term of the Land Contract shall be seven (7) years from the date of the closing. The parties do herein acknowledge that any sums of money that may be due at the maturity date of the Land Contract shall become due and payable on that date.
- C. The payments shall be due on the twenty-fifth (25<sup>th</sup>) day of each month beginning September 25, 2022. In the event that the payments have not been received by the Seller by ten (10) days post due date then, in that event, the Seller shall have the right to assess a late fee in the sum of One Hundred (\$100.00) Dollars. Said late payment shall be due and payable immediately on the occurrence of the default. Said late payment shall be considered a service fee and not additional interest.

- D. The Purchaser shall be solely responsible for the payment of all real estate taxes assessed on the subject property. Purchaser shall bear responsibility to pay said real estate taxes on or before the due date and submit proof of payment to the Seller. Failure to pay the taxes on or before the due date, or failure to provide proof of payment of said taxes, shall each constitute a separate default pursuant to the terms of this Land Contract.
- E. Purchaser shall further maintain insurance on the subject property in a sum not less than the purchase price. The Seller shall be named as an additional named insured and loss payee on said insurance policy. Failure to maintain said insurance, pay the insurance premiums, and/or failure to provide proof of insurability of the subject property, therein listing Seller as an additional named insured, shall each constitute a separate default pursuant to the terms and conditions of the Land Contract.
- F. The Purchaser does further herein acknowledge that the water services supplied to the property are a utility that, if unpaid, become a lien on the subject property. The Purchaser shall pay said water charges on the subject property on or before the due date so as to prevent a lien from being placed on the real property. Failure to pay said water charges on or before the due date shall serve as a breach of the Land Contract.
- G. The parties do herein acknowledge that the Seller is under no obligation to extend this contract beyond the agreed upon termination date or to refinance the principal balance beyond the termination date and that acceptance of payments beyond the termination date does not constitute an election of remedies.
- H. That Seller and Purchaser do herein agree that they shall execute a Memorandum of Land Contract which shall be recorded with the Wayne County Office of Register of Deeds to confirm the agreement between the respective parties.

3. **Seller's Duty to Convey.**

- A. At the time of the execution of this Land Contract, the Seller shall convey the property as follows:
  - (1) Confirm that all real estate taxes assessed against the subject real property have been paid in full and that there are no outstanding and/or delinquent real estate taxes due and owing.
  - (2) Confirm that all utilities utilized at the subject property have been satisfied and/or that the Seller has arranged for final readings effective with the date of closing so as to eliminate any and all past

due sums that may be due and owing for utility charges utilized at the subject property.

- (3) Seller shall further execute and deliver to the title company a fully executed Warranty Deed which shall be subject only to the permitted exceptions. This Warranty Deed shall be deposited in escrow with the Minnesota Title Agency at the date and time of execution, pursuant to the terms of the Escrow Agreement executed by the respective parties. All charges associated with the retention of said Warranty Deed in escrow shall be paid by the Purchaser.
- (4) Seller does further herein state that, upon Purchaser's payment of all sums due and owing to Seller pursuant to the terms of the Land Contract, less the amount of transfer taxes payable in connection with the recording of the Warranty Deed, which sums may be withheld from the final payment due and owing on the Land Contract, the Seller shall, pursuant to the terms of the Escrow Agreement, release the Warranty Deed held in escrow by the title company in full satisfaction of the real property.
- (5) In connection with the balance of the real estate documents, the Seller shall execute and deliver all other necessary closing documents that are usual and customary to real estate closings.

4. **Purchaser's Duties.** Purchaser agrees as follows:

- A. To purchase the real property and pay Seller the purchase price as and when required, with the interest therein as provided, pursuant to the terms of the contract.
- B. To use, maintain, and occupy the real property in accordance with any and all restrictions thereon, all applicable laws and the terms and conditions contained herein.
- C. To keep the land in accordance with all police, sanitary, or other regulations imposed by any governmental authority, and to maintain city certification of the real property for the use intended.
- D. To keep and maintain the land and the buildings in as good condition as they are at the date hereof and not to commit waste, remove, or demolish any improvements thereon, or otherwise diminish the value of Seller's security, without the written consent of the Seller.

- E. Purchaser shall not permit any liens, construction, or otherwise, to attach to the real property. In the event any non-permitted lien is recorded against the real property, and such lien is not caused by Seller, the Purchaser shall, within thirty (30) days of the date of recording of such lien, if a construction lien, either cause a discharge of the lien to be recorded, or bond over such lien as permitted by the Construction Lien Act to Seller's satisfaction.
- F. Purchaser shall, at all times, comply with all other duties, covenants and obligations set forth in the Land Contract.

5. **Possession.** Purchaser shall receive possession of the Premises at the closing of this Agreement and is entitled to retain possession only so long as there is no default by Purchaser in carrying out the terms and conditions of this Agreement.

6. **Taxes.** Purchaser shall pay all property taxes and special assessments on the Premises and the Personal Property that become due and payable during the term of this Agreement, before they become subject to penalties, and shall produce written evidence of the payment to Purchaser within fifteen (15) days of payment. Failure to pay taxes or failure to submit proof of payment shall constitute a default and breach of the Land Contract.

7. **Insurance.**

- A. Purchaser shall obtain and keep in force fire and extended insurance coverage naming the Seller as the additional named insured covering the Premises and the Personal Property with a loss-payable clause or other endorsement making the proceeds payable to Seller and Purchaser as their respective interests may appear, with insurers and endorsements, including an agreed-amount endorsement, satisfactory to Seller in an amount not less than the replacement cost of the improvements on the Premises and the Personal Property, and shall deliver to Seller copies of the insurance policies and proof of payment of premiums within fifteen (15) days of the receipt of the policy or payment of the premium.
- B. All insurance policies obtained under this contract by Purchaser shall name Seller as an insured party to the extent of Seller's interest and shall include a requirement that the policy may not be cancelled without at least 30 days' advance written notice to Seller. Further, all insurance policies obtained under this contract shall provide that the insurance company waives all right of recovery by way of subrogation against either party in connection with any damage or injury covered by the policy.
- C. Purchaser's failure to pay said insurance premiums, maintain said insurance policies in full force and effect and/or fail to provide proof of

payment pursuant to the terms and conditions of this respective paragraph shall constitute a default and breach of the Land Contract.

8. **Disposition of Insurance Proceeds.** If there is a loss, Purchaser shall give prompt notice to the insurance carrier and to Seller. Seller may make proof of loss if Purchaser does not give prompt notice.

Unless Seller and Purchaser otherwise agree in writing, the insurance proceeds shall be paid to the parties jointly and shall be applied to the restoration or repair of the damaged Premises and the Personal Property. If the restoration or repair cannot be completed for the amount of the insurance proceeds or if the repaired property will not exceed in value the amount of the insurance proceeds, the insurance proceeds shall be applied to the principal and accrued interest and all other amounts owed under this Agreement, whether or not then due, with any excess paid to Purchaser. If Purchaser abandons the Premises or does not answer a notice from Seller within fifteen (15) days that the insurance carrier has offered to settle the claim, Seller may collect the insurance proceeds. Seller may use the proceeds to repair or to restore the Premises or to apply against the principal and accrued interest and all other amounts owed under this Agreement, whether or not then due. The fifteen (15) day period will begin when the notice is mailed.

Unless Seller and Purchaser otherwise agree in writing, any application of insurance proceeds to principal shall not extend or postpone the due date of any monthly payment or change the amount of any payment.

9. **Tax or Insurance Default.** If Purchaser fails to make any payment of taxes or insurance when due or to obtain, maintain, or deliver policies of insurance Seller may

- A. Pay the taxes, assessments, or insurance premiums and add them to the unpaid balance on the Agreement;
- B. Pay the taxes, assessments, or insurance premiums and treat Purchaser's failure to pay them as a default under this Agreement; or
- C. Not pay the taxes, assessments, or insurance premiums and treat Purchaser's failure to pay them as a default.

10. **Enforcement of Defaults.** If Purchaser fails to perform any of the covenants or conditions in this Agreement or violates the other documents signed in conjunction with this Agreement Seller, in addition to any other rights Seller may have, may

- A. Give Purchaser a written notice specifying the default and informing Purchaser that if the default continues for forty-five (45) days after service of notice, Seller will, without further notice, declare the entire balance due and payable and proceed to foreclose the Agreement, obtain a money

judgment against Purchaser under the common law or the statutes of the State of Michigan, or both or

- B. Not declare the entire balance due and payable and proceed under the common law or the statutes of the State of Michigan including but not limited to the right of Seller to declare a forfeiture in consequence of the nonpayment of any money required to be paid under this Agreement or any other breach of this Agreement, but if Seller elects to proceed under this sub-paragraph, Seller shall give Purchaser a written notice of forfeiture specifying the default that has occurred and shall give Purchaser fifteen (15) days after service of the notice of forfeiture to cure the default.

If Seller invokes any of Seller's remedies to enforce this Agreement after default by Purchaser, Seller, in addition to the remedies set forth above, is entitled to receive from Purchaser, on demand, payment of or reimbursement for all expenses, including but not limited to title searches and attorney fees incurred by Seller in connection with Seller's enforcement of Seller's rights under this Agreement.

#### 11. **Condition of Property.**

- A. Other than for Seller's express representations and warranties set forth in the Purchase Agreement, which representations and warranties are incorporated herein by reference, Purchaser acknowledges that the real property is being sold "AS-IS", "WHERE-IS" without any obligation of Seller to perform any repairs, improvements, maintenance or other work to the real property or any part thereof, and without any other warranties, express or implied, of any kind from Seller, including, but not limited to, warranties of fitness, merchantability, fitness for a particular purpose, habitability, tenantability or environmental condition.
- B. Purchaser does herein acknowledge that the City of Lincoln Park does require municipal inspections prior to occupancy and Purchaser shall be solely responsible to complete any and all repairs that may be required by the City of Lincoln Park for the issuance of a Certificate of Approval/Compliance without contribution from the Seller.
- C. Seller shall contribute the sum of one-half (1/2) of the concrete repair following the sale of the property upon completion of the concrete repair up to the sum of Three Thousand Seven Hundred Fifty (\$3,750.00) Dollars. In order to obtain this reimbursement, Purchaser will submit proof of payment and proof of contract. Seller's obligation to payment of any sums on the condition of the property shall be limited to the provisions as herein stated.

12. **Environmental Provisions.** Purchaser shall not use, store, treat, handle, transport, or dispose of any hazardous materials on, across, or underneath the real property in any manner in violation of any laws; Purchaser shall, at its own cost and expense, comply and ensure compliance with, all laws relating in any way to the real property, Purchaser shall conduct and complete all investigations, studies, sampling, and testing, and all remedial, removal and other actions necessary to identify, clean up and remove all hazardous materials, on, under, from or affecting the real property in accordance with all applicable laws, and in accordance with the orders and directives of all federal, state and local governmental authorities; Purchaser shall defend, indemnify, and hold harmless Seller and the Seller parties (as defined below) from and against any losses of whatever kind or nature, known or unknown, contingent or otherwise, arising out of, or in any way related to, (i) the presence if such presence first occurred on or after the date of this Land Contract), disposal or release after the date of this Land Contract of any hazardous materials on, over, under, from or affecting the real property or the soil, water, vegetation, building, personal property, persons, or animals thereon; (ii) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such hazardous materials; (iii) any lawsuit brought after the date of this Land Contract, settlement reached or governmental order after the date of this Land Contract relating to the presence (if such presence first occurred on or after the date of this Land contract), disposal or release of hazardous materials on the real property after the date of this Land Contract, and/or (iv) any violations of laws or demands of government authorities which are based upon or in any way relate to the presence (if such presence first occurred on or after the date of this Land Contract), disposal or release of hazardous materials on the real property after the date of this Land Contract including, without limitation, attorneys and consultants fees, investigation and laboratory fees, court costs, and litigation expenses.

For purposes of this Agreement, "hazardous materials" shall mean any chemical or other substance that is prohibited, limited or regulated by law or that might pose a hazard to health or safety including, but not limited to, asbestos, dioxins, urea, formaldehyde foam insulation, oil, gasoline, polychlorinated biphenyls, any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances or related materials now or hereafter defined in, regulated or otherwise prohibited by any part, present or future environmental protection laws. "Environmental Protection Laws" shall mean the Comprehensive Environmental Response, compensation and Liability Act of 1980, as amended, including the Superfund Amendments and Reauthorization Act of 1986 (U.S.C. Section 9601 et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. Section 1251 et seq.), the Clean Air Act, as amended (42 U.S.C. Section 7401 et seq.), any regulations adopted and publications promulgated pursuant thereto, and any other federal, state or local governmental law, ordinance, rule, regulation, policy, requirement, decree, order or judgment presently in effect or that may be promulgated or take effect in the future, as the same may be amended from time to time, which governs the use, storage, treatment, transportation, manufacture, refinement, handling, production, discharge, removal or

disposal of any hazardous materials, or otherwise relates to the ecology, the environment or land use.

13. **Seller's Right to Perform.** Following an event of default, without in any way limiting Seller's right to exercise any of its rights, powers or remedies as provided hereunder, Seller may, but shall have no obligation to, perform, or cause the performance of, any covenant or obligation of Purchaser under this Land Contract, and all costs, expenses, liabilities, penalties, and fines of Seller incurred or paid in connection therewith shall be payable by Purchaser to Seller upon demand and if not paid shall be added to the purchase price and shall bear interest thereafter at the default interest rate.

14. **Remedies Cumulative.** The rights, powers and remedies of Seller under this Land Contract shall be cumulative and not exclusive of any other right, power or remedy which Seller may have against Purchaser pursuant to this Land Contract or existing at law or in equity or otherwise. Seller's rights, powers, and remedies may be pursued singly, concurrently or otherwise at such time and in such order as Seller may determine in Seller's sole discretion. No delay or omission to exercise any remedy, right, or power accruing upon an event of default shall impair any such remedy, right, or power or shall be construed as a waiver thereof, but any such remedy, right, or power may be exercised from time to time and as often as may be deemed expedient. A waiver of one event of default with respect to Purchaser shall not be construed to be a waiver of any subsequent event of default by Purchaser or to impair any remedy, right, or power consequent thereon.

15. **Notices.** Any notice required or permitted to be given hereunder pursuant to this Agreement shall be sent by certified or registered mail, postage prepaid, as follows:

Purchaser: SAFADI PROPERTIES, LLC  
Attn: AHMAD EL-SAFADI  
625 Southfield Road  
Lincoln Park, MI 48146

with a copy to: \_\_\_\_\_  
\_\_\_\_\_

Seller: ROBERT STEELE  
19408 Wherle  
Brownstown, MI 48193

with a copy to: THOMAS A. KUZMIAK, PLLC  
2222 Ford Avenue  
Wyandotte, MI 48192



16. **Miscellaneous.**

- A. All terms, covenants and agreements, or waivers under this Land Contract shall survive the effective date, the conveyance of the real property to Purchaser, and are not merged into this Land Contract, the Deed to be delivered pursuant to this Land Contract, or any other agreement delivered in connection with the execution and delivery of this Land Contract.
- B. Time shall be of the essence of this Land Contract.
- C. The covenants and agreements of the parties shall bind their respective heirs, personal representatives, successors, and assigns. This clause does not evidence consent to any assignment or transfer of the real property or this Land Contract.
- D. This Land Contract constitutes the entire agreement between the parties with respect to the subject matter of this Land Contract and shall be deemed to supersede and cancel any other agreement between the parties relating to the transactions contemplated in this Land Contract.
- E. This Land Contract shall be governed by and interpreted in accordance with the laws of the State of Michigan. If any provision of this Land Contract conflicts with any statute or law of the State of Michigan or is otherwise unenforceable for any reason, then that provision shall be deemed severable from this Land Contract or enforceable to the maximum extent permitted by law, as the case may be, and that provision shall not invalidate any other provision of this agreement. Venue for any action brought under this agreement shall lie in Wayne County, Michigan.
- F. This Agreement may be amended or modified only by a written document signed by each of the parties to this Agreement.
- G. The pronouns and relative words herein used are written in the masculine and singular only. If more than one joins in the execution hereof as Seller or Purchaser, or either be of the feminine sex or a corporation, such words shall be read as if written in plural, feminine or neuter, respectively.
- H. Each party acknowledges that all parties hereto participated equally in the drafting of this Land Contract and that, accordingly, no court construing this Land Contract shall construe it more stringently against one party than the other.
- I. Each and every one of the rights, benefits, and remedies provided to Purchaser or Seller by this Land Contract, or by any instrument or

documents executed pursuant to this Land Contract, are cumulative, and shall not be exclusive of any other of said rights, remedies, and benefits allowed by law or equity.

- J. If Seller is the prevailing party in any action to enforce any of Seller's rights or remedies hereunder, Purchaser agrees to pay all costs of collection, including reasonable attorney fees, court costs, and all other costs and expenses incurred by Seller, and all such amounts shall be paid by Purchaser to Seller upon demand, shall accrue interest at the default interest rate from the date incurred by Seller until fully paid, and shall constitute additional indebtedness secured by the lien of this Land Contract.
- K. Acceptance by Seller of any payment in an amount less than the amount then due shall be deemed an acceptance on account only, and the failure to pay the entire amount then due shall be, and continue to be, a default by Purchaser. Following any event of default, neither the failure of Seller to promptly exercise any of Seller's rights hereunder, nor the failure of Seller to demand strict performance of any obligation of Purchaser, shall constitute a waiver of any such rights, or a waiver of such rights in connection with any future default on the part of Purchaser. In addition, any waiver of any rights which shall be given by Seller must be in writing, but when so given shall not constitute a waiver in any future circumstances.
- L. Purchaser shall immediately notify Seller in writing of (i) any pending, threatened or actual litigation affecting Purchaser or the real property, and (ii) the occurrence of any event of default or default.

17. **Indemnification.**

- A. By Purchaser:
  - (1) Seller shall not be liable for injury to any person or property arising out of the acts, omissions, or neglect of Purchaser or its representatives or any of visitors or licensees to the real property from and after the date of this Land Contract, or of any person in or about the real property from and after the date of this Land Contract, or of owners or occupants of or persons on or about surrounding properties from and after the date of this Land Contract.
  - (2) Upon the effective date, Purchaser agrees to indemnify Seller and its shareholders, directors, successors, and assigns (each a "Seller Party" and collectively, the "Seller Parties") and to defend and

hold each of them harmless from and against and pay on behalf of or reimburse each such Seller Party in respect of the entirety of any liability, demand, claim, action, cause of action, cost, damage, deficiency, tax, penalty, fine, or other loss or expense (including reasonable legal expenses and costs and including interest and penalties (collectively "Loss") which such Seller party may suffer, sustain or become subject to, as a result of, arising out of, relating to or in connection with:

- (a) Any breach of any representation made by Purchaser in this Land Contract;
- (b) Any breach by Purchaser of any covenant or obligation of Purchaser in this Land Contract;
- (c) Any liability whatsoever arising out of or relating to the use, occupancy, or operation of the real property which arises on and after the effective date, and any claims, obligations, or litigation related thereto or arising out of or relating thereto; and
- (d) Any and all environmental liabilities relating directly or indirectly to the real property arising, accruing and/or occurring on or after the effective date.

B. By Seller:

- (1) Purchaser shall not be liable for injury to any person or property arising out of the acts, omissions, or neglect of Seller or its employees, representatives or any visitors or licensees to the real property prior to the date of this Land Contract, or of any person in or about the real property from prior to the date of this Land Contract, or of owners or occupants of or persons on or about surrounding properties prior to the date of this Land Contract.
- (2) Upon the effective date, Seller agrees to indemnify Purchaser and its members, managers, shareholders, directors, and the successors and assigns of each of them (each a "Purchaser Party", and collectively, the "Purchaser Parties") and to defend and hold each of them harmless from and against and pay on behalf of or reimburse each such Purchaser Party, in respect of the entirety of any liability, demand, claim, action, cause of action, cost, damage, deficiency, tax, penalty, fine or other loss or expense (including reasonable legal expenses and costs and including interest and penalties (collectively "Loss") which such Purchaser Party may

suffer, sustain or become subject to, as a result of, arising out of, relating to or in connection with:

- (a) Any breach of any representation made by Seller in this Land Contract;
- (b) Any breach by Seller of any covenant or obligation of Seller in this Land Contract;
- (c) Any liability whatsoever arising out of or relating to the use, occupancy, or operation of the real property prior to the date of this Land Contract, and any claims, obligations, or litigation related thereto or arising out of or relating thereto; and
- (d) Any and all environmental liabilities relating directly or indirectly to the real property arising, accruing and/or occurring prior to the date of this Land Contract.

18. **Purchaser's Representation.** Purchaser does herein represent as follows:

- A. Purchaser is a limited liability company in good standing with the State of Michigan.
- B. That the authorized representatives of the Purchaser are empowered to execute the Land Contract and bind the limited liability company to the obligations of the Land Contract.

19. **Time of essence.** It is understood and agreed that time is deemed of the essence of this Agreement.

20. **Binding effect.** The covenants and agreements of this Agreement shall bind the heirs, assigns, and successors of the respective parties.

21. **Whole agreement.** This Agreement constitutes the entire agreement between the parties and is deemed to supersede and cancel any other agreement between the parties relating to the transaction contemplated in this Agreement. None of the prior and contemporaneous negotiations, preliminary drafts, or prior versions of the agreement leading up to its signing and not set forth in this Agreement shall be used by any of the parties to construe or affect the validity of this Agreement. Each party acknowledges that no representation, inducement, or condition not set forth in this Agreement has been made or relied on by either party.

22. **Governing law.** This Agreement is governed by and interpreted in accordance with the laws of the State of Michigan. If any provision of this Agreement conflicts with

any Michigan statute or rule of any law or is otherwise unenforceable for any reason, that provision shall be deemed severable from or enforceable to the maximum extent permitted by law, as the case may be, and that provision shall not invalidate any other provision of this Agreement. Venue for any action brought under this Agreement shall lie in Wayne County, Michigan.

23. **Amendments.** This Agreement may be amended or modified only by a document in writing signed by each of the parties to this Agreement.

**SIGNATURE PAGE TO FOLLOW**

24. **Effective date.** The parties have signed this Agreement in duplicate, and the effective date shall be set for August 25, 2022.

**SELLER:**



ROBERT STEELE

**PURCHASER:**

SAFADI PROPERTIES, LLC

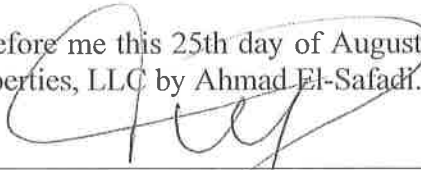
By:



AHMAD EL-SAFADI

STATE OF MICHIGAN)  
COUNTY OF WAYNE.)

The foregoing instrument was acknowledged before me this 25th day of August, 2022 by Seller, Robert Steele, and Purchaser, Safadi Properties, LLC by Ahmad El-Safadi.



THOMAS A. KUZMIAK, Notary Public  
Wayne County, Michigan  
Acting in Wayne County  
My commission expires: 5/17/2027

Drafted by/return to:  
THOMAS A. KUZMIAK, PLLC  
2222 Ford Avenue  
Wyandotte, MI 48192

## Planning Report

Serving & Planning Communities Throughout Michigan

December 2022

Top  
Story

### Energy transition roundup: coal, nuclear, wind

*Coal and nuclear plants are decommissioning, but replacing them with renewables isn't easy*

Bridge Magazine has published a number of recent articles that, taken together, give a snapshot of Michigan's energy transition. The State currently gets the largest share of its energy from seven coal plants (32%), but its producers have committed to closing them all by 2025 (Consumers) and 2035 (DTE). Both companies say the energy will be at least partly offset by natural gas, which generates 27% of the present supply but also presents significant environmental challenges. In November, the federal government denied a grant to reopen the Palisades nuclear plant, part of a system that provides 30% of our energy from that source, and its owner "is now focused on decommissioning [it] 'to allow for potential reuse.'" From the planning perspective, all of these sites represent a profound reuse, redevelopment, or restoration challenge.

Renewables like wind and solar are generally considered cleaner than coal or gas and safer than nuclear, but since they only provide 11% of Michigan's power right now, an explosive building boom is needed to overtake other forms—and that has land use challenges of its own. *Bridge* reports that townships in Montcalm County voted down a total of six referenda this year that would permit wind or solar installations, effectively canceling a major wind project. In addition to providing clean energy, the projects produce revenue for agricultural property owners and local tax coffers. The article cites research showing heightened opposition in communities with more natural features, especially lakes.

This is likely an early skirmish in a long game, considering the commitment to renewables already made by both the utilities and the State, which adopted the MI Healthy Climate plan this year aiming to fully decarbonize the state by 2050. Several of Michigan's neighboring states approve utility energy projects at the state level, taking decisions of statewide impact out of the way of local politics. The prospective Montcalm County wind utility has also suggested that a lawsuit on behalf of the farmers' property rights is not out of the question, which could set a binding legal precedent.

*Bridge Michigan.* <https://www.bridgemi.com/michigan-environment-watch/dte-wants-quit-coal-2035-some-michigan-say-thats-not-fast-enough>; <https://www.bridgemi.com/michigan-environment-watch/feds-deny-funding-reopen-michigans-palisades-nuclear-plant>; <https://www.bridgemi.com/michigan-environment-watch/mid-michigan-smacks-down-wind-energy-will-it-harm-states-green-plan>

Funding

### Blight elimination grant program

The State Land Bank Authority is distributing \$21.55 million in funding for a competitive grant program to address vacant, abandoned, and deteriorated properties across Michigan. The program is open to local land banks, and to county, city, village, or township officials who do not have a local land bank. Application period open through January 31, 2023.

*Michigan State Land Bank Authority.* <https://www.michigan.gov/leo/bureaus-agencies/landbank/requests-for-proposals-and-qualifications>

## Tools

### Networks Northwest and BRI support NWMI planning with new report

*A comprehensive study of northwest Michigan's seasonal population*

The Traverse City Ticker reports on a new study of northwest Michigan's year-round, seasonal, and overnight inhabitants released by the regional planning and development agency Networks Northwest, with data produced by BRI. The study gives an overview of the yearly fluctuations of each group, including a section on seasonal employment, and then offers a detailed assessment of each of the ten counties in the region. Networks Northwest told the Ticker that "the goal of the new report is to help municipal staff, planning commissioners, and elected officials better understand the challenges facing their communities and create policies to address those. ... When we have concrete data like this, we can try to meet these challenges head-on in a professional context."

*Traverse City Ticker.* <https://www.traverseticker.com/news/new-report-measures-seasonal-influx-of-workers-residents-visitors-across-region/> *Report.* <https://www.networksnorthwest.org/userfiles/filemanager/49nwvypzbp28vz3voy6gk/>

## News

### Michigan outdoor recreation economy: biggest ever

*Outdoor Recreation Industry Office moves to MEDC*

The U.S. Department of Commerce's Bureau of Economic Analysis reports that the outdoor recreation economy in Michigan grew 15.4 percent from 2020 to 2021. It tallies \$10.8 billion in value added by outdoor fun in pure Michigan, and nearly 10,000 jobs—the largest since the BEA started tracking in 2012. The Michigan Economic Development Corporation notes that we are "home of major national brands such as Merrell footwear, Carhartt, and Stormy Kromer" and have "also been a vital piece of the industry's constant innovation, including the invention of snowboarding in Muskegon and early patents on pop-up camping tents in Ann Arbor." Our 8 million acres of publicly accessible lands and 12,000 miles of state-designated trails are looking like a good investment.

*Michigan Economic Development Corporation.* <https://www.michiganbusiness.org/press-releases/2022/11/outdoor-economy-surges-in-michigan/>

## Legislative

### Housing Michigan Coalition bill package headed to Governor

*"The legislation expands programs to allow local units of government to work with developers, builders and non-profits to rehabilitate and expand workforce housing in their area."*

The Michigan Municipal League reports that a package of four bills supported by the Housing Michigan Coalition cleared both congressional chambers this fall. The Attainable Housing Facilities Act and the Residential Facilities Exemption Act both allow a temporary tax abatement on qualified new housing development in districts established by local units of government. An expansion of the Neighborhood Enterprise Zone program allows this tool that supports infill revitalization for owner-occupied housing and mixed-use buildings to be used in all Michigan cities, villages, and townships. And PILOTS for Housing gives local units of government the discretion to allow a payment in lieu of taxes (PILOTs) agreement for residential development or rehabilitation. Michigan's Statewide Housing Plan adopted earlier this year reports that the state is 75,000 housing units short of current demand, largely due to the failure of building rates to recover since the Great Recession.

*Michigan Municipal League.* <https://blogs.mml.org/wp/inside208/2022/11/30/senate-concurs-in-housing-bills/>