



## LINCOLN PARK PLANNING COMMISSION

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

February 8, 2023 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: 1864 Southfield – Landscaping Contractor
- VII. Policy Review and Discussion
- VIII. Education and Training
  - A. Meeting Protocol Review
  - B. February 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 JANUARY 11, 2023**

A Planning Commission meeting of January 11, 2023, 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:** LoDuca

**EXCUSED:**

**ALSO PRESENT:** John Meyers, Liz Gunden, Michael Higgins, Adam Ehme, Kyle Wilkes

**APPROVAL OF MINUTES**

Moved by: Palmer

Supported by: Persinger

**MOTION CARRIED unanimously**

**APPROVAL OF AGENDA**

Moved by: Duprey

Supported by: Persinger

**MOTION CARRIED unanimously**

**OLD BUSINESS**

NONE.

**NEW BUSINESS**

**A. ELECTION OF OFFICERS**

President: Kevin Kissel

Vice Chairman: Joe Palmer

Secretary: Mike Horvath

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

Nay's: None

Motion Approved

**B. CONCEPTUAL SITE PLAN REVIEW 2375-2379 DIX – AUTO SERVICE**

The proposed project is the partial demolition and redevelopment of an existing structure To accommodate the office and parking needs of an existing automotive service establishment. The site and use are existing; however, there is no history of planning approvals. The site consists of two parcels: the southern parcel will be the office and parking area, and the northern parcel is the existing automotive service use. The entire site will be considered for this review.

The 0.44-acre site is located on the east side of Dix Highway between Mill Street to the north and McClain Avenue to the South. There is an existing building that covers almost the entirety of the southern parcel, and about two-thirds of this building will be demolished. The existing rear parking area on the southern parcel will remain as well as the existing building and front parking area on the northern parcel. There is an existing public sidewalk along Dix Highway and McLain Avenue as well as a public alleyway to the rear of the property. Access to the rear parking area is via the rear alley, and access to the front of the site is via the existing curb cut on Dix Highway.

Informational only.

**C. 2022 PLANNING COMMISSION ANNUAL REPORT**

The Planning Commission shall make an annual written report to the City Council concerning its operations and the status of the planning activities, including recommendations regarding actions by the City Council related to planning and development. The City Manager shall prepare the Capital Improvements Program Plan.

Moved by: Persinger

Supported by: Duprey

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

Nay's: None

Motion Approved

**POLICY REVIEW AND DISCUSSION**

**EDUCATION AND TRAINING**

A. See January Planning Report. Planner will send free training information to members.

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

DBB – 3 upcoming in February

**PUBLIC COMMENTS**

Michael Higgins made a comment that the City Cleanup will take place in February

**COMMENTS FROM PLANNING COMMISSIONERS**

**ADJOURNMENT**

Moved by: Persinger

Supported by: Duprey

**MOTION CARRIED unanimously**

Meeting adjourned at 7:42 p.m.





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MICHAEL HORVATH, Secretary

## 1864 Southfield – Landscaping Contractor

### Site Plan Review

Applicant	Eduardo Zamudio & Silvia Maruncic, represented by GK Consulting, Inc.
Project	Landscaping Contractor Service Establishment
Address	1864 Southfield Road Lincoln Park, MI 48146
Date	February 8, 2023
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 landscaping and snow services company, which falls under the use category of "Any service establishment of an office, showroom or workshop nature, such as a decorator, upholsterer, caterer, exterminator or building contractor, and similar establishments that require retail outlets, except that no outdoor storage of equipment or materials shall be permitted." The existing site is currently vacant and was previously used for an automotive tinting and wrapping establishment.

#### Site Conditions

The 0.13-acre site is located on the north side of Southfield Road between Dix Highway to the west and Porter Avenue to the east. The subject site contains a vacant, 1,700 sq. ft. building and a concrete parking area to the east. There is an existing five-foot public sidewalk along Southfield Road as well as a public alley behind the property. Access to the site is via Southfield Road in the front of the site and the public alley at the rear.

**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 Residential – Single-Family Residential District (SFRD)
<b>East</b>	Commercial – Municipal Business District (MBD)
<b>South</b>	ROW, then Commercial – Municipal Business District (MBD)
<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
CS-01	Cover Sheet, Architectural Site Plan, Project Data	01/11/2023	–
CS-02	Landscape Plan	01/11/2023	–
A-01	Cover Sheet, Architectural Site Plan, Project Data	01/11/2023	–

**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
<b>Lot Width</b>	Min. 40	60 ft.	<b>Met</b>
<b>Street Frontage</b> (§1294.09)	Shrubbery and low retaining walls maximum 2 ½' < height < 8'	Existing building is not at corner	<b>N/A</b>
<b>Lot Area</b>	Min. 4,000 sq. ft.	~5,808 sq. ft.	<b>Met</b>
<b>Lot Coverage</b>	Max. 50%	~1,700/5,808 = 29%	<b>Met</b>
<b>Height</b>	2-Story Building; 25 ft	1 story; 16 ft., 2 inches	<b>Met</b>
<b>Setback – Front</b>	0	10'	<b>Met</b>
<b>Setback – Sides</b>	0	0' (west); ~40' (east)	<b>Met</b>
<b>Setback – Rear</b>	0	~5'	<b>Met</b>

**Items to be addressed**

*None*

**BUILDING DESIGN**

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

Required	Compliance
<ul style="list-style-type: none"> <li>• Building mass, height, bulk and width-to-height ratio within 50-150% of buildings within 500'</li> </ul>	<b>Met</b>
<ul style="list-style-type: none"> <li>• Architectural variety</li> <li>• Similar materials and entrances to buildings within 500'</li> </ul>  <p><i>1 block southeast on Southfield Road – brick square, flat roofs, storefront front façade</i></p>  <p><i>1 block southwest and across Southfield Road – single-story, square, brick, flat roofs</i></p>	<b>Met</b>

Required	Compliance
<p>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)</p> <p><u>South Elevation (front): 100% brick (215/215)</u></p> <ul style="list-style-type: none"> <li>o Brick: ~215 sf</li> <li>o Glass Windows &amp; Door (exempt): ~110 sf</li> <li>o Total Area: ~325 sf</li> </ul> <p><u>North Elevation (rear): 0% brick (0/292)</u></p> <ul style="list-style-type: none"> <li>o Metal Siding: ~177 sf</li> <li>o Metal Door: ~115 sf</li> <li>o Total Area: ~292 sf</li> </ul> <p><u>East Elevation (side): 0% brick (0/1,316)</u></p> <ul style="list-style-type: none"> <li>o Metal Siding: ~1,249 sf</li> <li>o Metal Doors: ~67 sf</li> <li>o Total Area: ~1,316 sf</li> </ul> <p><u>West Elevation (side connected to adjacent building): 100% concrete block (437/437)</u></p> <ul style="list-style-type: none"> <li>o Painted Concrete Block: ~437 sf</li> <li>o Existing Adjacent Attached Building (exempt): ~879 sf</li> <li>o Total Area: ~1,316 sf</li> </ul> <ul style="list-style-type: none"> <li>• 25% may be glass, exterior insulation finish systems (EIFS), vinyl, aluminum, or steel siding; or similar synthetic or highly reflective materials (industrial districts not facing public streets or freeways, these and pre-cast concrete or plain masonry block)</li> <li>• Natural colors (bright for decorative features only) <i>Painted white with black trim</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: 110 / 325 = 34%</i></li> <li>• Size, shape, orientation, spacing to match buildings within 500'</li> </ul>	<p><b>Met</b></p>
<ul style="list-style-type: none"> <li>• Main entrances: doors larger</li> <li>• Framing devices (overhangs, recesses, peaked roof forms, porches, arches, canopies, parapets, awnings, display windows, accent colors, tile work, moldings, pedestrian-scale lighting, distinctive door pulls)</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>Roof-top mechanical equipment screened</i></li> </ul>	<p><b>Met</b></p>

This is an existing building that meets all requirements except for the building material requirements on the east (side) and north (rear) elevations. The proposal does not include any changes to the existing façades; 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.

**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 one-thousand (1,000) square feet of gross floor area. $1,700 \text{ GFA} / 1,000 = 1.7$ $1.7 * 2 = 3.4 = 3 \text{ spaces}$	8 parking spaces	<b>Met</b>

	Required	Proposed	Compliance
<b>Parking Area Type B</b> §1290.05	Adequate means of ingress and egress shall be provided and shown	One-way ingress appears to be from Southfield Rd. with egress to the north along the public alleyway. However, it is not labeled on the Site Plan.	<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 area is existing asphalt. Engineering comments note that the area east of the parking lot should be labeled as gravel instead of concrete.	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 entire width of the lot is the building and the parking lot access; therefore, there is no space for a wall.	N/A
	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 entire width of the lot is the building and the parking lot access; therefore, there is no space for a wall.	N/A
	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 angled parking space provided abutting a wall.	Met

Items to be addressed

- Applicant shall note ingress/egress directional details on the site plan.
- Applicant shall revise the plan to note that the area east of the parking lot is gravel instead of existing concrete.

**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
0 – 2,000 sf	0	No loading spaces are required.	N/A

**Items to be addressed**

None

**ACCESS, DRIVEWAYS, AND VEHICULAR CIRCULATION**

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

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> </ul>	<ul style="list-style-type: none"> <li>One existing driveway from Southfield Rd; It appears ingress will be provided from Southfield Rd. and egress to the north to the adjacent public alleyway; directional details not provided.</li> </ul>	INQUIRY
<ul style="list-style-type: none"> <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> </ul>	<ul style="list-style-type: none"> <li>Existing width is ~24'. Sidewalk proposed to be continued / maintained.</li> </ul>	NOT MET
<ul style="list-style-type: none"> <li>25' radii; 30' radii where daily truck traffic expected</li> </ul>	<ul style="list-style-type: none"> <li>No radii provided</li> </ul>	INQUIRY
<ul style="list-style-type: none"> <li>Corner lots: one access point per street with &gt;100' frontage</li> </ul>	<ul style="list-style-type: none"> <li>Not Applicable</li> </ul>	N/A
<ul style="list-style-type: none"> <li>If frontage &gt;300' and documented need (ITE), may allow additional access with design restrictions</li> </ul>	<ul style="list-style-type: none"> <li>Not Applicable</li> </ul>	N/A
<ul style="list-style-type: none"> <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>Not Applicable</li> </ul>	N/A
<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</li> </ul>	Not Applicable	N/A

Required	Provided	Compliance
<ul style="list-style-type: none"> <li>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>		
<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>	Not Applicable	N/A
<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>	Not Applicable	N/A
<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> <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>	<ul style="list-style-type: none"> <li>• Nearest driveway is ~90 ft. to the west.</li> <li>• Not Applicable</li> <li>• Not Applicable</li> </ul>	<p>NOT MET</p> <p>N/A</p> <p>N/A</p>

The driveway is 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.

(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 shall note ingress/egress directional details on the site plan.
- 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 or the rear alley. 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	Greenbelt area has been paved over.	<b>NOT MET</b>
	1 tree and 4 shrubs per 40' of street frontage <i>60' on Southfield Rd. = 1 tree and 6 shrubs</i> <i>30% redevelopment standard = 0 trees + 2 shrubs</i>	One tree and five shrubs provided	<b>Met</b>
	Where headlights from parked vehicles will shine into the ROW, may require a totally obscuring hedge	Not applicable	<b>N/A</b>

	Required	Proposed	Compliance
Interior Landscaping	10% of total lot area landscaped, including groundcover <i>(5,808 sf *0.1) = 581 sf landscaping</i> <i>30% redevelopment standard = 174 sf</i>	The entire site is covered with impervious surface; however, the proposal includes the additional of a 42-sf landscaped area in front of the building.	<b>NOT MET</b>
	Interior landscaping to be grouped near entrances, foundations, walkways, service areas	Interior landscaping grouped near front façade 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>
Parking Lot	1 deciduous or ornamental tree per 10 parking spaces < 10 parking spaces	Not applicable	<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	The entire width of the lot is the building and the parking lot access; therefore, there is no space for a wall.	<b>N/A</b>

Because the proposed project is a redevelopment of an existing site, it must only meet 30% of the landscaping standards. The existing site is entirely covered with the building and existing parking lot; however, the proposal includes the addition of a small landscaped area in front of the building, which will bring the site more into compliance with the Zoning Ordinance.

**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.

### 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.*

Roof-top mechanical equipment is screened.

### Items to be addressed

*None*

## SIGNS

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

Signs shall be permitted by the Building Department in accordance with the Lincoln Park Sign Ordinance.

### 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.*

A service establishment of an office 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

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 note ingress/egress directional details on the site plan.
- Applicant shall revise the plan to note that the area east of the parking lot is gravel instead of existing concrete.
- 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 and so that it does not impede the vision of traffic along adjacent streets.
- 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 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** the site plan numbered PPC23-0001, proposing a landscaping contractor service establishment at 1864 Southfield Road and consisting of the pages and revision dates found under 'Site Plan Documents' above, based on the finding that the proposal substantially complies with the requirements of §1296.01. This approval is conditional upon the submittal, within 45 days of the date of this report, of a revised Site Plan resolving the items noted above and subject to administrative review and approval.

**SITE PLAN APPROVAL FOR  
EZ LANDSCAPING & PAVING LLC  
1864 SOUTHFIELD  
LINCOLN PARK, MI 48146**

**OWNER  
EZ LANDSCAPING & PAVING LLC  
13637 KARL ST  
SOUTHGATE MI 48195  
(313)784-0902**

**PROPOSED LAND USE**

Space will be used specifically as an office which will give the business an element of professionalism while providing a personalized space for prospective client meetings and sales presentations. Longer range plans may include the expansion of the office to commercial product sales.

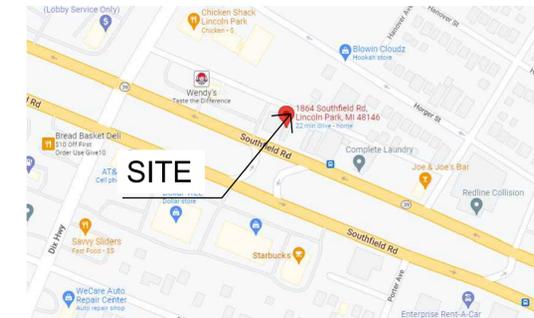
No hazard substances or areas of contamination are on the site

**SHEET INDEX**

CS-01 COVERSHEET AND ARCHITECTURAL SITE PLAN  
CS-02 LANDSCAPE PLAN  
A-01 EXISTING FLOOR PLAN

**LEGAL DESCRIPTION**

DF791 792 793 LOTS 791 792 AND 793 LINCOLN PARK MANOR NO. 1  
SUB PC 671 L45 P79 WAYNE COUNTY RECORDS



**LOCATION MAP**  
NTS

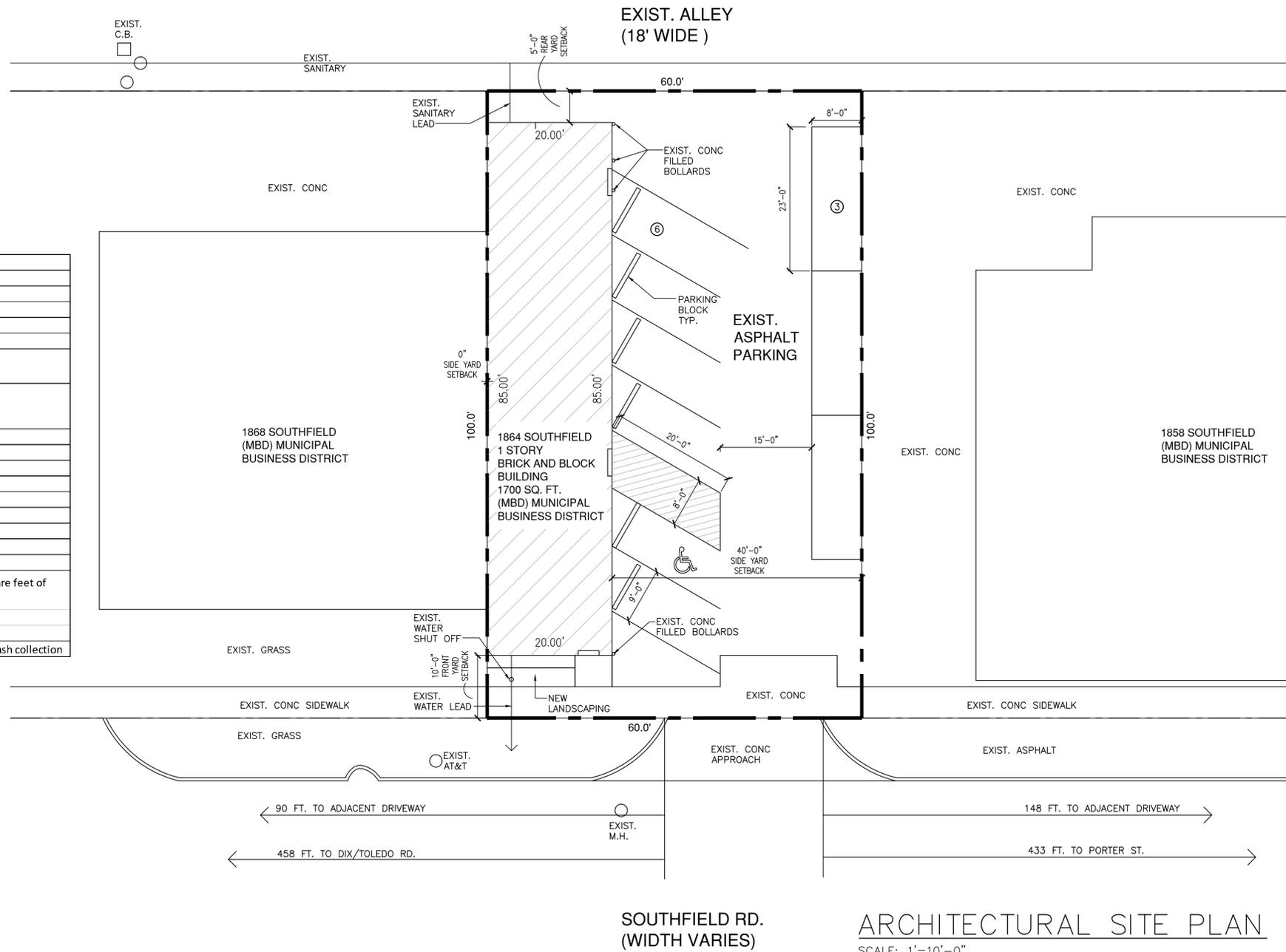


(SFRD) SINGLE  
FAMILY RESIDENTIAL

<b>PROPOSED USE</b>	LANDSCAPING OFFICE	
<b>PARCEL NUMBER</b>	45 005 02 0791 000	
<b>SITE AREA</b>	6000 SQ. FT. / .13 ACRE	
<b>OCCUPANCY CLASSIFICATION</b>	B BUSINESS	
<b>CONSTRUCTION TYPE</b>	IIB	
<b>BUILDING AREA</b>	1700 SQ. FT.	
<b>OCCUPANT LOAD ASSUMPTION</b>	1700 sq.ft. of Business	
<b>OCCUPANT LOAD CALC.</b>	1360 sq.ft (net) / 100 sq.ft. (Gross)= 14	
<b>OCCUPANT LOAD RESULTS</b>	14 Occupants	
<b>NUMBER OF EXITS</b>	REQUIRED	3
	EXISTING	3d
<b>TRAVEL DISTANCE</b>	REQUIRED (FT)	75'
	PROVIDED (FT)	37'
<b>PLUMBING FIXTURE</b>	WATER CLOSET	1 Required / 1 Provided
	LAVATORIES	1 Required / 1 Provided
	DRINKING FOUNTAIN	N/A
	SERVICE SINK	1 Required / 1 Provided
<b>PARKING</b>	Three and one-half (3½) for every one-thousand (1,000) square feet of gross floor area. 1700 Gross Floor Area = 7 Spaces required. 8 Spaces provided	
<b>TRASH COLLECTION</b>	Trash will be stored inside building and collected by City trash collection	

**SCHEDULE OF REGULATIONS<sup>d</sup>**

Zoning District	Minimum Lot Width (ft.)	Minimum Lot Area (sq. ft.)	Maximum Lot Coverage (%)	Maximum Height of Building		Minimum Yard Setbacks (In Feet)				Minimum Floor Area Per Dwelling Unit (sq. ft.)
				In Stories	In Feet	Front	Sides Least One	Total of Two	Rear	
MBD	40	4,000	50	2	25	-0	-0	-0	-0	-



**SOUTHFIELD RD.  
(WIDTH VARIES)**

**ARCHITECTURAL SITE PLAN**  
SCALE: 1"=10'-0"

1-10-23 SITE PLAN APPROVAL

MARK	DATE	DESCRIPTION
------	------	-------------

**GK CONSULTING INC.**  
GHASSAN KHALAF, P.E.  
TEL: 313-777-9449  
e-mail: gkci@outlook.com  
ADDRESS: 5644 MIDDLEBELT RD  
GARDEN CITY, MI 48135

COPYRIGHT  
DUPLICATION STRICTLY PROHIBITED WITHOUT THE WRITTEN CONSENT OF CONSULTANT.

I hereby certify that this plan and specification was prepared by me or under my direct supervision and that I am a duly registered Architect or Engineer under the Laws of the State of Michigan by my hand and seal.

GHASSAN KHALAF

**1864 SOUTHFIELD  
LINCOLN PARK, MI 48146**

**APPLICANT:**

**NOTE:**  
OWNER AND THE CONTRACTORS ARE THE SOLELY RESPONSIBLE FOR THE PERFORMANCE AND THE EXECUTION OF THE PROJECT AND IT IS THEIR RESPONSIBILITY FOR THE SAFETY OF THE BUILDING STRUCTURE AND THE MATERIALS USED TO RENOVATE AND CONSTRUCT THE PROPOSED FACILITY SHOWN ON THE PLANS

**Applicable codes:**  
2015 MICHIGAN BUILDING CODE  
2015 MICHIGAN REHABILITATION CODE  
2015 INTERNATIONAL FIRE CODE  
2018 MICHIGAN PLUMBING CODE  
2015 MICHIGAN MECHANICAL CODE  
2017 NATIONAL ELECTRIC CODE, WITH PART 8  
ANSI 117.1-2009 ACCESSIBILITY  
2009 MICHIGAN ENERGY CODE - ASHREA 90.1-2013

**SHEET TITLE**  
**COVERSHEET  
ARCHITECTURAL  
SITE PLAN  
PROJECT DATA**

**SCALE**  
**AS NOTED**

**SHEET No.**  
**CS-01**

**LANDSCAPE PLANT & MATERIALS LIST**

KEY	QUAN.	ITEM	SIZE	ROOT	REMARKS
A	1	IRISH JUNIPER (Juniperus communis 'Hibernica')	5' HT.	B&B	FULL
B	6	SPIREAS (Spiraea japonica)	24" HT.	3 GAL.	FULL
	1 CY	SHREDDED HARDWOOD MULCH			
	26 LF	BLACK VINYL EDGE TOPSOIL/ PLANT MIX			

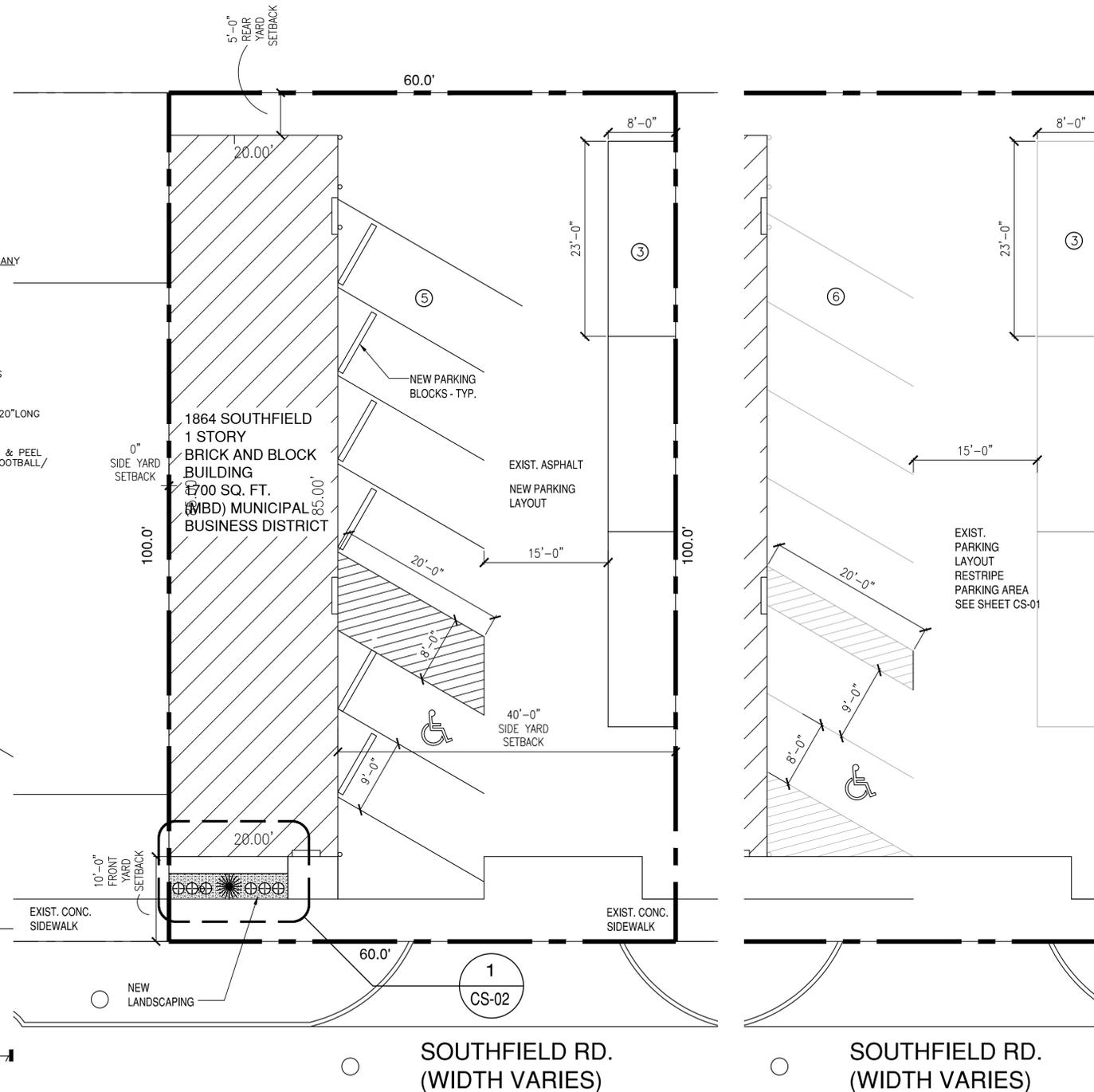
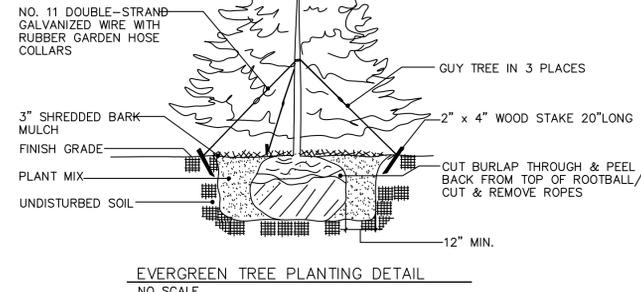
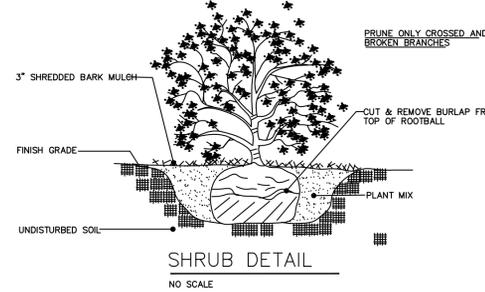
**LANDSCAPE REQUIREMENTS**

At least one (1) deciduous tree (minimum two and half (2 1/2) inch caliper) and four (4) minimum twenty-four (24) inch high shrubs shall be planted per each forty (40) linear feet of street frontage. Location of the trees and shrubbery is discretionary. In business districts, additional canopy trees may be provided in lieu of the requirement for shrubs at the rate of one (1) additional canopy tree for every four (4) required shrubs.

**LANDSCAPING PROVIDED**

**LANDSCAPE SPECIFICATIONS**

- The work shall consist of providing all necessary materials, labor, equipment, tools and supervision required for the completion as shown on the drawings.
- The plant materials shall conform to type stated on the plant list. Sizes shall be the minimum stated on the plant list or larger. All measurements shall be in accordance with the latest edition of the "A.A.N. Standards for nursery stock."
- The plant material shall be nursery grown and inspected by the owner's representative before planting. The owner's representative reserves the right to reject any plant material at any time.
- Plants designated "B & B" shall be balled and burlapped with firm balls of earth. The contractor is responsible for planting the materials at the correct grades and spacing. The plants shall be oriented as to give the best appearance.
- When the plant has been properly set, the pit shall be backfilled with a topsoil mixture, gradually filling, patting and setting with water.
- All plant materials shall be pruned and injuries repaired. The amount of pruning shall be limited to the removal of dead or injured twigs and to compensate for the loss of roots from transplanting. Cuts should be flush, leaving no stubs. Cuts over 3" shall be painted with tree paint.
- The contractor agrees to guarantee all plant materials for the period of one year. At that time the owner's representative reserves the right for a final inspection. Plant material with 25% die back, as determined by the owner's representative shall be replaced. This guarantee includes the furnishing of new plants, labor and materials. These new plants shall also be guaranteed for the period of one year.
- Topsoil shall be friable, fertile topsoil of clay loam character containing at least 5% but not more than 20% by weight of organic matter with a PH range from 6.0 to 7.0. Soil shall be free from clay lumps, coarse sand, plant roots, sticks and other foreign materials.
- Grass seed variety prop. by Weight Purity Germination:  
Kentucky Blend 40% 97% 80%  
Creeping Red Fescue 20% 97% 80%  
Perennial Rye 40% 97% 90%  
Maximum weed content shall be 0.3%
- Seed mixture of sod shall be approved by Owner's Representative or Landscape Architect prior to delivery on site.
- The Contractor shall verify all rights of way, easements, property lines and limits of work, etc. prior to commencing work.
- The Contractor shall be responsible for contacting and coordinating with all pertinent utility companies 72 hours in advance of any digging to make himself familiar with all underground utilities, pipes and structures. The Contractor shall take sole responsibility for any cost incurred due to damage of said utilities.
- The Contractor shall not willfully proceed with construction as designed when it is obvious that unknown obstructions and/or grade differences exist. Such conditions shall be immediately brought to the attention of the owner's representative and/or Landscape Architect. The Contractor shall assume full responsibility for all necessary revisions due to failure to give such notification.
- Any discrepancies between dimensioned layout and actual field conditions shall be reported to the Owner's representative and Landscape Architect. Failure to make such discrepancies known will result in Contractor's responsibility and liability for any changes and associated cost.



1  
CS-02

**ENLARGED LANDSCAPE PLAN**  
SCALE: 3/8"=1'-0"

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

**EXIST. PARKING LAYOUT**  
SCALE: 1/8"=1'-0"

1-10-23	SITE PLAN APPROVAL
DATE	DESCRIPTION

**GK CONSULTING INC.**

GHASSAN KHALAF, P.E.  
TEL: 313-377-9449  
e-mail: gkci@outlook.com  
ADDRESS: 5644 MIDDLEBELT RD  
GARDEN CITY, MI 48135

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DUPLICATION STRICTLY PROHIBITED WITHOUT THE WRITTEN CONSENT OF CONSULTANT.

I hereby certify that this plan and specification was prepared by me or under my direct supervision and that I am a duly registered Architect or Engineer under the Laws of the State of Michigan by my hand and seal.



Ghassan Khalaf  
GHASSAN KHALAF

**1864 SOUTHFIELD  
LINCOLN PARK, MI 48146**

**APPLICANT:**

OWNER AND THE CONTRACTORS ARE THE SOLELY RESPONSIBLE FOR THE PERFORMANCE AND THE EXECUTION OF THE PROJECT AND IT IS THEIR RESPONSIBILITY FOR THE SAFETY OF THE BUILDING STRUCTURE AND THE MATERIALS USED TO RENOVATE AND CONSTRUCT THE PROPOSED FACILITY SHOWN ON THE PLANS

**Applicable codes:**

- 2015 MICHIGAN BUILDING CODE
- 2015 MICHIGAN REHABILITATION CODE
- 2015 INTERNATIONAL FIRE CODE
- 2018 MICHIGAN PLUMBING CODE
- 2015 MICHIGAN MECHANICAL CODE
- 2017 NATIONAL ELECTRIC CODE, WITH PART 8
- ANSI 117.1-2009 ACCESSIBILITY
- 2009 MICHIGAN ENERGY CODE - ASHREA 90.1-2013

SHEET TITLE

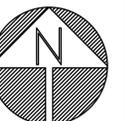
**LANDSCAPE PLAN**

SCALE

**AS NOTED**

SHEET No.

**CS-02**



1-10-23 SITE PLAN APPROVAL

MARK DATE DESCRIPTION

**GK CONSULTING INC.**

GHASSAN KHALAF, P.E.  
TEL: 313-377-9449  
e-mail: gkci@outlook.com  
ADDRESS: 5644 MIDDLEBELT RD  
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*Ghassan Khalaf*  
GHASSAN KHALAF

**1864 SOUHTFIELD  
LINCOLN PARK, MI 48146**

**APPLICANT:**

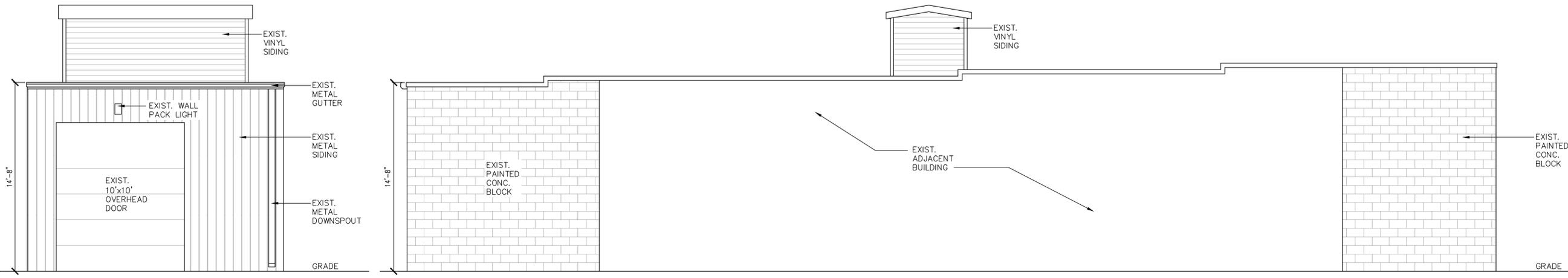
**NOTE:**  
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**SHEET TITLE**  
**COVERSHEET  
ARCHITECTURAL  
SITE PLAN  
PROJECT DATA**

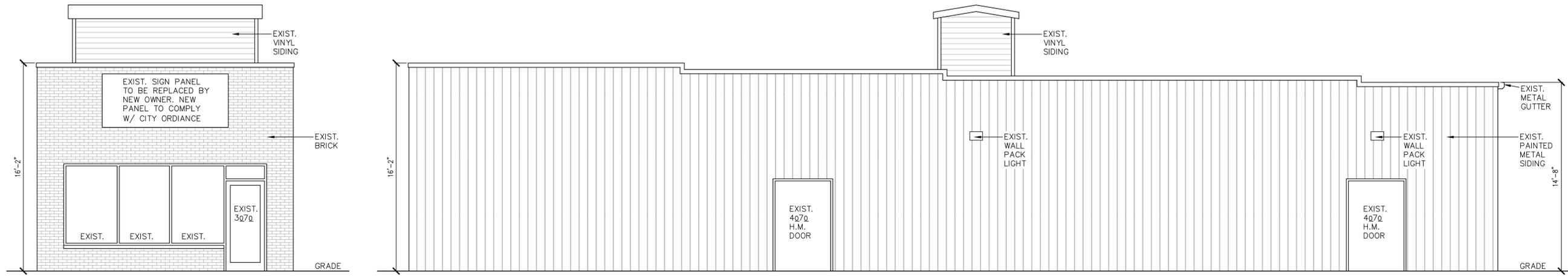
**SCALE**  
**AS NOTED**

**SHEET No.**  
**A-01**



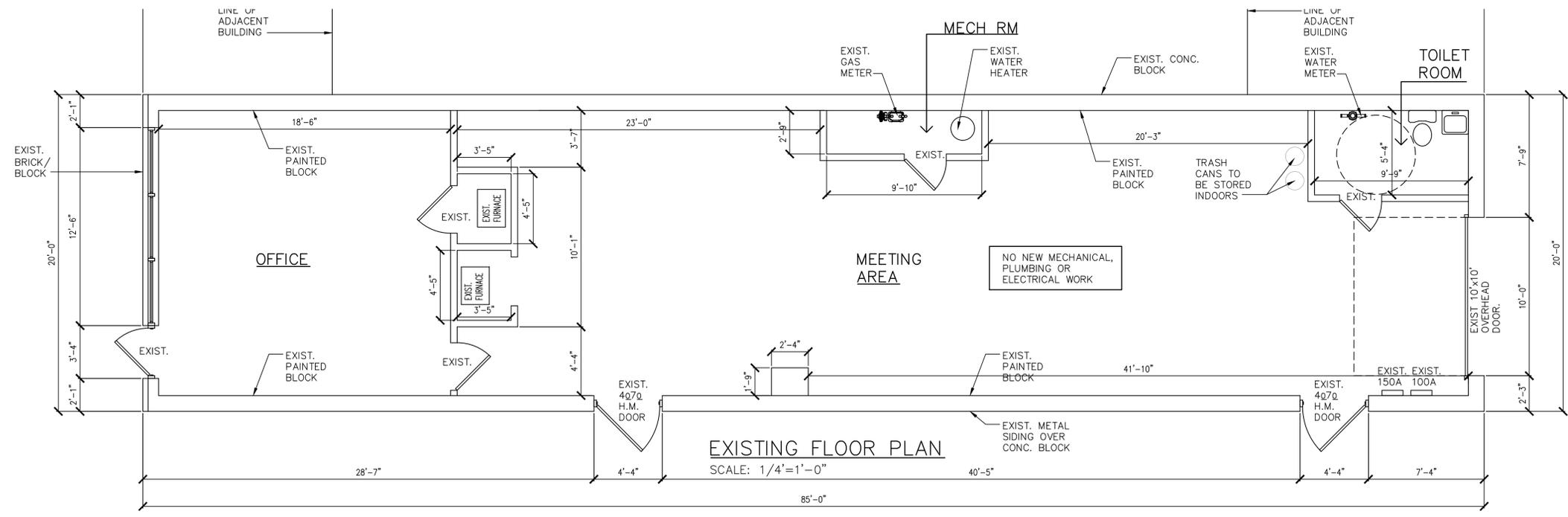
**EXISTING REAR (NORTH) ELEVATION**  
SCALE: 1/4"=1'-0"

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



**EXISTING FRONT (SOUTH) ELEVATION**  
SCALE: 1/4"=1'-0"

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



**EXISTING FLOOR PLAN**  
SCALE: 1/4"=1'-0"



January 26, 2023

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

Re: Re-Occupancy of an Existing Building  
1864 Southfield Road, City of Lincoln Park, MI  
**Hennessey Engineers Project #72193**

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 January 10, 2023. The project consists of reoccupying an existing 1,700 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 existing area, east of this site, is labeled as existing concrete. Based on my site review, this area is gravel. The site plan should be revised accordingly.

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\72193 1864 Southfield Road EZ Landscaping--Reoccupancy\2023-1-26\_1864 southfield 1st PC Review\_72193.docx

## Elizabeth Gunden

---

**From:** Ray Watters <RWatters@citylp.com>  
**Sent:** Tuesday, January 17, 2023 12:23 PM  
**To:** Elizabeth Gunden  
**Subject:** Re: Site Plan Review Request: 1864 Southfield - Landscaping Contractor

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

Chief R.Watters

---

**From:** Elizabeth Gunden <egunden@bria2.com>  
**Sent:** Friday, January 13, 2023 1:28 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: 1864 Southfield - Landscaping Contractor

Hello!

Please find attached a set of plans for a landscaping contractor establishment at 1864 Southfield Road. Comments are appreciated by reply to this email by Friday, January 27<sup>th</sup>. Thank you!

Liz Gunden, AICP  
Associate

**Beckett&Raeder, Inc.**

*Making Great Places for over 55 Years*

535 West William St., Suite 101  
Ann Arbor, MI 48103

Office: 734.663.2622  
Direct Line: 734.239.6615

Grand Rapids, MI 616.585.1295  
Petoskey, MI 231.347.2523  
Traverse City, MI 231.933.8400  
Toledo, OH 419.242.3428

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



RECEIVED

JAN 11 2023

CITY OF LINCOLN PARK  
BUILDING DEPARTMENT

Lincoln Park  
Beckett & Raeder

FOR OFFICE USE ONLY	
CASE #	PPC23-0001
DATE SUBMITTED	01-11-23

### APPLICATION FOR SITE PLAN REVIEW

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

#### 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		Eduardo Zamudio & Silvia Maruncic		ADDRESS		13637 Karl St. / 1234 McMillan St.			
CITY	Southgate / Dearborn	STATE	MI	ZIP CODE	48195 / 48128	PHONE	(313)784-0902 / (313)300-6629	EMAIL	ezpllc@gmail.com / silvia.ezlandscaping@outlook.com

#### PROPERTY OWNER (if different from Applicant)

NAME		IT Dynamics LLC		ADDRESS		251 Biltmore Dr.			
CITY	Dearborn	STATE	MI	ZIP CODE	48127	PHONE	(313)598-1946	EMAIL	

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

#### PROPERTY INFORMATION

PROPERTY ADDRESS		1864 Southfield Rd, Lincoln Park, MI 48146		NEAREST CROSS STREETS		Southfield Rd & Dix HWY	
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.)							
Lots 791, 792, 793 of Lincoln Park Manor No. 1 according to the plat thereof recorded in Liber 45 of plats, page 79 of Wayne County Records - Parcel I.D. No. 45-005-02-0791-000							
PROPERTY SIZE (square feet and acres)				ZONING DISTRICT			
6,000 square feet				MBD			

#### PROPOSED DEVELOPMENT

Present Use of Property: Space sits vacant

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Proposed Use of Property: Office space for landscaping company

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>	N/A	N/A	
<i>Attached Residential</i>	N/A	N/A	
<i>Office</i>	1	1,700	3
<i>Commercial</i>	N/A	N/A	N/A
<i>Industrial</i>	N/A	N/A	N/A
<i>Other</i>	N/A	N/A	N/A

**PROFESSIONALS WHO PREPARED THE PLANS:**

NAME <b>GK Consulting Inc</b>			ADDRESS <b>5644 Middlebelt Rd.</b>	
CITY <b>Garden City</b>	STATE <b>MI</b>	ZIP CODE <b>48135</b>	PHONE <b>(313)377-9449</b>	EMAIL <b>gkci@outlook.com</b>
PRIMARY DESIGN RESPONSIBILITY				

NAME <b>N/A</b>			ADDRESS	
CITY	STATE	ZIP CODE	PHONE	EMAIL
PRIMARY DESIGN RESPONSIBILITY				

NAME <b>N/A</b>			ADDRESS	
CITY	STATE	ZIP CODE	PHONE	EMAIL
PRIMARY DESIGN RESPONSIBILITY				

NAME <b>N/A</b>			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 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 checked="" 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:						
	<table> <tr> <td>Wayne County Road Commission</td> <td>Wayne County Drain Commission</td> </tr> <tr> <td>Wayne County Health Division</td> <td>Michigan Department of Natural Resources</td> </tr> <tr> <td>Michigan Department of Transportation</td> <td>Michigan Department of Environment, Great Lakes, &amp; Energy</td> </tr> </table>	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
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: 01/10/23

Signature of Applicant:  Date: 01/10/23

Signature of Property Owner:  Date: 01/10/23  
 Authorizing this Application

**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	



EZ Landscaping & Paving LLC  
13637 Karl St.  
Southgate, MI 48195  
(313)784-0902

Number of Employees	3
Number of Company Vehicles	3
Hours of Operation	Monday-Friday – 8AM-5PM Saturday – 9:00AM-2:00PM

EZ Landscaping and Paving LLC has been providing weekly mowing services, landscaping, and snow removal services for over three years. Our customers include both residential and commercial businesses. We specialize in garden design, lawn care, shrub care, hardscape, irrigation system, and snow removal. We currently focus our services throughout the Downriver area, Brownstown, and Dearborn.

Space will be used specifically as an office which will give the business an element of professionalism while providing a personalized space for prospective client meetings and sales presentations. Longer range plans may include the expansion of the office to commercial product sales.

# COMMERCIAL REAL ESTATE PURCHASE AGREEMENT

**I. THE PARTIES.** This Commercial Real Estate Purchase Agreement ("Agreement") made on December 5, 2022 ("Agreement Date"), between:

A business entity known as EZ Landscaping & Paving LLC ("Buyer") with a mailing address of 13637 Karl St, City of Southgate, State of Michigan 48195 who agrees to buy,

**AND**

IT Dynamics LLC ("Seller") with a mailing address of 251 Biltmore Dr., City of Dearborn Heights, Michigan 48127. who agrees to sell and convey real and personal property as described in Sections II & III. Buyer and Seller shall be collectively known as the "Parties."

**II. LEGAL DESCRIPTION.** The real property is best described as a retail property.

Street Address: 1864 Southfield Rd, Lincoln Park, Michigan, 48146

Tax Parcel Information:

Lots 791, 792 and 793 of LINCOLN PARK MANOR NO. 1 according to the plat thereof recorded in Liber 45 of Plats, Page 79 of Wayne County Records.

Parcel I.D. No. 45-005-02-0791-000

**III. PERSONAL PROPERTY.** The Agreement shall not include any personal property.

The real property in Section II and any personal property in Section III shall be collectively known as the "Property".

**IV. PURCHASE PRICE.** The Buyer agrees to purchase the Property by payment of **\$185,000.00** as follows:

**Bank Financing.** The Buyer's ability to purchase the Property is contingent upon the Buyer's ability to obtain financing under the following conditions:

a.) **Loan Application.** Buyer agrees, within a reasonable time, to make a good faith loan application with a credible financial institution;



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b.) **Contingency.** If Buyer does not reveal a fact of contingency to the lender and this purchase does not record because of such nondisclosure after initial application, the Buyer shall be in default;

c.) **Letter.** On or before March 13, 2023, the Buyer will provide the Seller a letter from a credible financial institution verifying a satisfactory credit report, acceptable income, source of down payment, availability of funds to close.

d.) **Failure to Produce.** In the event the Buyer fails to produce the aforementioned letter or other acceptable verification by the date above in Section IV(c), this Agreement may be terminated at the election of the Seller with written notice provided to the Buyer within 5 calendar days from the date in Section IV(c);

e.) **Seller's Approval.** Buyer must obtain Seller's approval, in writing, to any change to the letter described in Section IV(c) regarding the financial institution, type of financing, or allocation of closing costs; and

f.) **Fees.** Buyer agrees to pay all fees and satisfy all conditions in a timely manner required by the financial institution for processing the loan application. Buyer agrees the interest rate offered by a lender or the availability of any financing program is not a contingency of this Agreement, so long as Buyer qualifies for the financing herein agreed. The availability of any financing program may change at any time.

**V. EARNEST MONEY DEPOSIT.** After acceptance by all Parties, the Buyer agrees to make a payment in the amount of \$5000.00 as consideration by December 5, 2022, at 8:00 PM ("Earnest Money"). The Earnest Money shall be applied to the Purchase Price at Closing and subject to the Buyer's ability to perform under the terms of this Agreement. Any Earnest Money accepted shall be required to be placed in a separate trust or escrow account in accordance with State law. The Earnest Money shall be held by Title Connect LLC.

a.) **Return of Deposit.** The Earnest Money shall be credited to the Purchase Price at Closing. Buyer shall not be entitled to any interest earned on the Earnest Money. Buyer acknowledges that the Earnest Money is deemed **non-refundable** and the Buyer shall have no right, claim or interest in or to such Earnest Money. Seller agrees to refund the Earnest Money only if any environmental concerns been raised by the city of Lincoln Park. Buyer has 45 days from the date of this agreement to provide the seller proof of such concerns in writing.

**VI. INSPECTION PERIOD.** Buyer agrees to accept the Property at Settlement in its present physical condition. No representations or warranties are made as to zoning, structural integrity, physical condition, construction, workmanship, materials, habitability, fitness for a particular purpose, or merchantability of all or any part of the Property.



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**VII. SELLER'S DISCLOSURES.** In order to meet the Buyer's obligations during the Inspection Period, the Seller shall be required to provide the following documents and records, to the extent they are within the possession or control of the Seller, at the Seller's sole cost and expense:

- a.) **Title Commitment.** A title commitment ("Title Commitment") from a title company selected by the Seller to the Buyer's approval ("Title Company"), together with a copy of each instrument, agreement or document listed as an exception to title in such Title Commitment;
- b.) **Disclosure Statement.** A disclosure statement of the Property signed and dated by the Seller;
- c.) **Other Agreements.** A true and correct copy of all management agreements and contracts affecting the Property;
- d.) **Studies and Reports.** All copies in the Seller's possession of studies and/or reports which have previously been performed in connection with or for the Property, including without limitation, environmental reports, soils studies, seismic studies, physical inspection reports, site plans and surveys, and identification of such studies of which the Seller is aware but that are not in their possession;
- e.) **Written Notices.** All copies of written notices relating to a violation of a Local, State, or Federal law including, without limitation, environmental laws relating to land use, zoning compliance, or building codes;
- f.) **Copies of Leases.** Copies of all current leases together with any ongoing evictions or legal matters related to the Property; and
- g.) **Other Documents.** Any other documents related to the Property that could serve as evidence to adversely affect its value.

**VIII. TITLE.** Merchantable title shall be conveyed by Warranty deed, subject to conditions, zoning, restrictions, and easements of record, if any, which do not interfere with or restrict the existing use of the Property.

- a.) **Title Insurance.** At the Shared expense of both Parties, the Seller shall provide the Buyer with a standard owner's policy insuring marketable title in the amount of the Purchase Price. If any matter disclosed by the Title Commitment adversely and materially affects the value of the Premises or Buyer's intended use of the Property, the Buyer shall have the right to terminate this Agreement by giving the Seller written notice within 5 calendar days after copies of the Title Commitment, in accordance with Section VII, are delivered to the Buyer; otherwise, the Buyer's right to terminate this Agreement pursuant to this Section shall be deemed to have been waived. A matter disclosed on the Title Commitment that is in the form of a lien that is liquidated in amount, and that can be readily discharged, shall not be grounds for termination of this Agreement by Buyer under this Section so long as the Seller discharges such lien(s) at Closing.



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**IX. SURVEY.** The Parties agree that the documents provided in accordance with Section VII from the Seller's records shall be adequate to fulfill the survey obligations of the Buyer

**X. CURE PERIOD.** Prior to any claim for default being made, either the Buyer or Seller will have an opportunity to cure any alleged default. If either Buyer or Seller fails to comply with any provision of this Agreement, the other party will deliver written notice to the non-complying party specifying such non-compliance. The non-complying party shall have 10 calendar days after delivery of such notice to cure the non-compliance.

**XI. CLOSING.** The purchase of the Property shall be closed on March 13, 2023 or earlier at the office of a title company to be agreed upon by the Parties ("Closing"). Any extension of the Closing must be agreed upon, in writing, by Buyer and Seller. Real estate taxes, rents, dues, fees, and expenses relating to the Property for the year in which the sale is closed shall be paid by the Seller and prorated as of the Closing.

a.) **Closing Costs.** The costs attributed to the Closing of the Property shall be the responsibility of both parties. The fees and costs related to the Closing shall include, but not be limited to, a title search (including the abstract and any owner's title policy), preparation of the deed, transfer taxes, recording fees, and any other costs by the title company that is in standard procedure with conducting the sale of a property.

**XII. SALE OF BUYER'S PROPERTY.** The Buyer Performance under this Agreement shall not be contingent upon the Buyer selling another property.

**XIII. ASSIGNABILITY.** The Buyer may not assign this Agreement to another party without the prior written consent of the seller.

**XIV. NOTICES.** All notices shall be in writing and may be delivered by the following acceptable method(s):

Certified Mail with Return Receipt (Buyer's Address): Use the Mailing Address mentioned in Section I

Certified Mail with Return Receipt (Seller's Address): Use the Mailing Address mentioned in Section I

**XV. CONVEYANCE.** Upon performance by the Buyer of the closing obligations specified herein, the Seller shall convey marketable title of the Property to the Buyer by the deed mentioned in Section VIII, including, but not limited to, oil, gas, and other mineral rights, subject only to building and use restrictions, easements, and restrictions of record, if any.

**XVI. ENVIRONMENTAL WARRANTY, DISCLOSURES AND INDEMNIFICATION.** To the best of Seller's knowledge, there are no areas of the Property where hazardous substances or hazardous wastes, as such terms are defined by applicable Federal, State, and Local



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statutes and regulations, have been disposed of, released, or found. No claim has been made against Seller with regard to hazardous substances or wastes as set forth herein, and Seller is not aware that any such claim is current or ever has been threatened. Seller shall inform Buyer, to the best of Seller's knowledge, of any hazardous materials or release of any such materials into the environment, and of the existence of any underground structures or utilities which are or may be present on the Property.

**XVII. SELLER'S WARRANTIES, REPRESENTATIONS AND COVENANTS.** As an inducement to Buyer to enter into this Agreement and to purchase the Property, Seller warrants, represents, and covenants to Buyer, as follows:

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

b.) **Title and Characteristics of Property.** Seller, as of the date of execution of this Agreement, owns the Property in fee simple and has marketable and good title of public record and, in fact, the Property at Closing shall have the title status as described in Section VIII of this Agreement.

c.) **Conflicts.** The execution and entry into this Agreement, the execution and delivery of the documents and instruments to be executed and delivered by Seller at the Closing, and the performance by Seller of Seller's duties and obligations under this Agreement and of all other acts necessary and appropriate for the full consummation of the purchase and sale of the Property as contemplated herein, are consistent with and not in violation of, and will not create any adverse condition under any contract, agreement or other instrument to which Seller is a party, or any judicial order or judgment of any nature by which Seller is bound. At Closing, all necessary and appropriate action will have been taken by Seller authorizing and approving the execution of and entry into this Agreement, the execution and delivery by Seller of the documents and instruments to be executed by Seller at Closing, and the performance by Seller of Seller's duties and obligations under this Agreement and of all other acts necessary and appropriate for the consummation of the purchase and sale of the Property as contemplated herein.

d.) **Condemnation.** The Seller has received no notice of, nor is Seller aware of, any pending, threatened or contemplated action by any governmental authority or agency having the power of eminent domain, which might result in any part of the Property being taken by condemnation or conveyed in lieu thereof.

e.) **Litigation.** There is no action, suit or proceeding pending or, to Seller's knowledge, threatened by or against or affecting Seller or the Property, which does or will involve or affect the Property or title thereto. Seller will defend, indemnify, and otherwise hold Buyer harmless from any and all claims of any person due to, arising out of or relating to the Property, including any and all costs, expenses, and attor-



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neys' fees which Buyer may incur as a result of Seller's breach of its warranty hereunder. Seller will, promptly upon receiving any such notice or learning of any such contemplated or threatened action, give Buyer written notice thereof.

f.) **Assessments and Taxes.** No assessments have been made against any portion of the Property which are unpaid (except ad valorem taxes for the current year), whether or not they have become liens, and Seller shall notify Buyer of any such assessments which are brought to Seller's attention after the execution of this Agreement. The Seller will pay or cause to be paid promptly all City, State, and County ad valorem taxes and similar taxes and assessments, all sewer and water charges, and all other governmental charges levied or imposed upon or assessed against the Property which are due on or prior to the Closing.

g.) **Boundaries.** (i) There is no dispute involving or concerning the location of the lines and corners of the Property; (ii) to Seller's knowledge there are no encroachments on the Property and no portion of the Property is located within any "Special Flood Hazard Area" designated by the United States Department of Housing and Urban Development and/or Federal Emergency Management Agency, or in any area similarly designated by any agency or other governmental authority; and (iii) no portion of the Property is located within a watershed area imposing restrictions upon the use of the Property or any part thereof.

h.) **No Violations.** The Seller has received no notice there are any violations of State or Federal laws, municipal or county ordinances, or other legal regulations or requirements with respect to the Property, including those violations referenced in Paragraph 7 above. The Seller has received no notice (oral or written) that any municipality or governmental or quasi-governmental authority has determined that there are such violations. In the event Seller receives notice of any such violations affecting the Property prior to the Closing, Seller shall promptly notify Buyer thereof, and shall promptly and diligently defend any prosecution thereof and take any and all necessary actions to eliminate said violations.

i.) **Foreign Ownership.** Seller is not a "foreign person" as that term is defined in the U.S. Internal Revenue Code of 1986, as amended, and the regulations promulgated pursuant thereto, and Buyer has no obligation under Section 1445 of the U.S. Internal Revenue Code of 1986, as amended, to withhold and pay over to the U.S. Internal Revenue Service any part of the "amount realized" by Seller in the transaction contemplated hereby (as such term is defined in the regulations issued under said Section 1445).

j.) **Prior Options.** No prior options or rights of first refusal have been granted by Seller to any third parties to purchase or lease any interest in the Property, or any part thereof, which are effective as of the execution date.

k.) **Mechanics and Materialmen.** At Closing, Seller will not be indebted to any contractor, laborer, mechanic, materialmen, architect, or engineer for work, labor, or services performed or rendered, or for materials supplied or furnished, in connection with the Property for which any person could claim a lien against the Property.

**XVIII. BUYER'S WARRANTIES, REPRESENTATIONS AND COVENANTS.** Buyer: (i) if an entity, is a lawfully constituted entity, duly organized, validly existing, and in good standing under the laws of the State of Governing Law or another state; (ii) has the authority and

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power to enter into this Agreement and to consummate the transactions contemplated herein; and (iii) upon execution hereof will be legally obligated to Seller in accordance with the terms and provisions of this Agreement.

a.) **Conflicts.** The execution and entry into this Agreement, the execution and delivery of the documents and instruments to be executed and delivered by Buyer at the Closing, and the performance by Buyer of Buyer's duties and obligations under this Agreement and of all other acts necessary and appropriate for the full consummation of the purchase and sale of the Property as contemplated herein, are consistent with and not in violation of, and will not create any adverse condition under any contract, agreement or other instrument to which Buyer is a party, or any judicial order or judgment of any nature by which Buyer is bound. At Closing, all necessary and appropriate action will have been taken by Buyer authorizing and approving the execution of and entry into this Agreement, the execution and delivery by Buyer of the documents and instruments to be executed by Buyer at Closing, and the performance by Buyer of Buyer's duties and obligations under this Agreement and of all other acts necessary and appropriate for the consummation of the purchase and sale of the Property as contemplated herein.

**XIX. ESCROW AGENT.** The Parties authorize the Escrow Agent to receive, deposit, and hold funds and other property in escrow, including Earnest Money, that is subject to collection and disburse them in accordance with the terms of this Agreement. The Parties agree that the Escrow Agent will not be liable to any person for misdelivery of Escrow Money to the Buyer and the Seller, unless the misdelivery is due to the Escrow Agent's willful breach of this Agreement or gross negligence. If the Escrow Agent has doubt as to their duties or obligations under this Agreement, Escrow Agent may, at their sole decision:

- a.) **Hold the Escrow Money.** Hold any Escrow Money until the Parties mutually agree to its disbursement or until a court of competent jurisdiction or arbitrator determines the rights of the Parties; or
- b.) **Deposit.** Deposit the Escrow Money with the clerk of the court having jurisdiction over the matter and file an action in interpleader. Upon notifying the Parties of such action, Escrow Agent will be released from all liability except for the duty to account for items previously delivered out of escrow. If Escrow Agent is a licensed real estate broker, Escrow Agent will comply with State laws. In any suit in which Escrow Agent interpleads the escrowed items or is made a party because of acting as Escrow Agent hereunder, Escrow Agent will recover reasonable attorneys' fees and costs incurred, with these amounts to be paid from and out of the Escrow Money and charged and awarded as court costs in favor of the prevailing party.

**XX. SELLER'S DEFAULT.** If the sale and purchase of the Property contemplated by this Agreement is not consummated on account of Seller's default or failure to perform hereunder, Buyer may, at Buyer's option and as its sole remedy, elect to either: (i) specifically enforce the terms hereof; or (ii) demand and be entitled to an immediate refund of the Escrow Money, in which case this Agreement shall terminate in full.



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**XXI. BUYER'S DEFAULT.** If the sale and purchase of the Property contemplated by this Agreement is not consummated on account of Buyer's default hereunder, Seller shall be entitled, as its sole and exclusive remedy hereunder, to receipt of the Escrow Money amount as full and complete liquidated damages for such default of Buyer. The Parties hereby acknowledge that it is impossible to estimate more precisely the damages which might be suffered by Seller upon Buyer's default of this Agreement or any duty arising in connection or relating herewith. Seller's entitlement to and receipt of the Escrow Money is intended not as a penalty, but as full and complete liquidated damages. The right to retain such sums as full liquidated damages is Seller's sole and exclusive remedy in the event of default or failure to perform hereunder by Buyer, and Seller hereby waives and releases any right to (and hereby covenants that it shall not) sue Buyer for any claims, injury, or loss arising from or in connection with this Agreement, including without limitation: (i) for specific performance of this Agreement; or (ii) to recover any damages in excess of such liquidated damages.

**XXII. ATTORNEYS' FEES.** In any claim or controversy arising out of or relating to this Agreement, the prevailing party, which for purposes of this provision shall include the Buyer, Seller, and any real estate agent, will be awarded reasonable attorneys' fees, costs, and expenses.

**XXIII. DAMAGE TO THE PROPERTY.** If the property is damaged, by fire or other casualty, after the Effective Date and before the Closing, the Seller will bear the risk of loss and the Buyer may cancel this Agreement without liability and the Escrow Money shall be returned to the Buyer.

**XXIV. OPERATION OF PROPERTY DURING AGREEMENT PERIOD.** The Seller will continue to operate the Property and any business conducted on the Property in the manner operated prior to the Agreement and will take no action that would adversely impact the Property, tenants, lender, or business, if any. Any changes, such as renting vacant space, that materially affects the Property or the Buyer's intended use will be permitted only with the Buyer's consent.

**XXV. CLOSING PROCEDURE.** Unless otherwise agreed or stated herein, the Closing shall be in accordance with the Governing Law where the Property is located.

a.) **Possession and Occupancy.** The Seller will deliver possession and occupancy of the Property to the Buyer at Closing. The Seller shall provide access to all locks, including keys, remote controls, and any security/access codes, necessary to operate all locks, mailboxes, and security systems.

b.) **Costs.** The Buyer will pay the Buyer's attorneys' fees, taxes, and recording fees on notes, mortgages, and financing statements and recording fees for the deed. The Seller will pay the Seller's attorneys' fees, taxes on the deed, and recording fees for documents needed to cure title defects.

c.) **Documents.** The Seller will provide: the deed, the bill of sale, mechanic's lien affidavit, originals of those assignable service and maintenance contracts that will be assumed by the Buyer after the Closing, letters to each service contractor from the Seller

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advising each of them of the sale of the Property, and if applicable, the transfer of its contract, and any assignable warranties or guarantees received or held by the Seller from any manufacturer, contractor, subcontractor, or material supplier in connection with the Property; current copies of the condominium documents, if applicable; assignments of leases and updated rent roll; tenant and lender estoppel letters; tenant subordination, non-disturbance and attornment agreements (SNDA's) required by the Buyer or the Buyer's lender; assignments of permits and licenses; corrective instruments; and letters notifying tenants of the change in ownership/rental agent. If any tenant refuses to execute an estoppel letter, the Seller will certify to the buyer that the lease is correct. If the Seller is an entity, the Seller will deliver a resolution of its Board of Directors authorizing the sale and delivery of the deed and certification by the appropriate party certifying the resolution and setting forth facts showing the conveyance conforms to the requirements of local law. The Seller will transfer security deposits to the Buyer. The Buyer will provide the closing statement, mortgages and notes, security agreements, and financing statements.

d.) **Taxes and Prorations.** The real estate taxes, personal property taxes on any tangible personal property, bond payments assumed by the Buyer, interest, rents (based on actual collected rents), association dues, insurance premiums acceptable to Buyer, and operating expenses will be prorated through the day before Closing. If the amount of taxes for the current year cannot be ascertained, rates for the previous year will be used with due allowance being made for improvements and exemptions. Any tax proration based on an estimate will, at the request of either party, be readjusted upon receipt of the current year's tax bill; this provision will survive the Closing.

e.) **Special Assessment Liens.** Certified, confirmed, and ratified special assessment liens as of the Closing will be paid by the Seller. If a certified, confirmed, and ratified special assessment is payable in installments, the Seller will pay all installments due and payable on or before the Closing, with any installment for any period extending beyond the Closing prorated, and the Buyer will assume all installments that become due and payable after the Closing. The Buyer shall be responsible for all assessments of any kind which become due and owing after the Closing, unless an improvement is substantially completed as of the Closing. If an improvement is substantially completed as of the Closing but has not resulted in a lien before Closing, the Seller will pay an amount of the last estimate of the assessment. This subsection applies to special assessment liens imposed by a public body and does not apply to condominium association special assessments.

**XXVI. RECORDING.** Buyer and Seller agree that before the recording of the deed can take place, funds provided shall be in one (1) of the following forms: cash, interbank electronic transfer, certified check, or cashier's check drawn on a financial institution located in the State of Governing Law, or any above combination that permits the Seller to convert the deposit to cash no later than the next business day.

**XXVII. ACCEPTANCE.** Seller warrants that Seller is the owner of the Property or has the authority to execute this Agreement. Therefore, by the Seller's authorization below, he/she/they accept the above offer and agrees to sell the Property on the above terms



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and conditions. The Seller has read and acknowledges receipt of a copy of this Agreement.

Delivery may be in any of the following: (i) hand delivery; (ii) email under the condition that the party transmitting the email receives electronic confirmation that the email was received to the intended recipient; and (iii) by facsimile to the other party or the other party's licensee, but only if the transmitting fax machine prints a confirmation that the transmission was successful.

**XXVIII. BINDING EFFECT.** This Agreement shall be for the benefit of, and be binding upon, the Parties, their heirs, successors, legal representatives, and assigns, which, therefore, constitutes the entire agreement between the Parties. No modification of this Agreement shall be binding unless signed by both Buyer and Seller.

**XXIX. SEVERABILITY.** In the event any provision or part of this Agreement is found to be invalid or unenforceable, only that particular provision or part so found, and not the entire Agreement, will be inoperative.

**XXX. DISCLOSURES.** The following disclosures are attached to this Agreement and required to be read and signed by the Parties at closing:

- a.) Building and Property Use Restrictions.

**XXXI. DISPUTE RESOLUTION.** Buyer and Seller agree to mediate any dispute or claim arising out of this Agreement, or in any resulting transaction, before resorting to arbitration or court action.

- a.) **Mediation.** If a dispute arises between or among the Parties, and it is not resolved prior to or after recording, the Parties shall first proceed in good faith to submit the matter to mediation. Costs related to mediation shall be mutually shared between or among the Parties. Unless otherwise agreed in mediation, the Parties retain their rights to proceed to arbitration or litigation.
- b.) **Arbitration.** The Parties agree that any dispute or claim in law or equity arising between them out of this Agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration. The arbitrator is required to be a retired judge or justice, or an attorney with at least five (5) years of residential real estate law experience, unless the Parties mutually agree to a different arbitrator. Under arbitration, the Parties shall have the right to discovery in accordance with State law. Judgment upon the award of the arbitrator(s) may be entered into any court having jurisdiction. Enforcement of this Agreement to arbitrate shall be governed by the Federal Arbitration Act.
- c.) **Exclusions.** The following matters shall be excluded from the mediation and arbitration: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed, mortgage or installment land sale contract as defined in accordance with State law; (ii) an unlawful detainer action, forcible entry



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detainer, eviction action, or equivalent; (iii) the filing or enforcement of a mechanic's lien; and (iv) any matter that is within the jurisdiction of probate, small claims, or bankruptcy court. The filing of court action to enable the recording of a notice of pending action, for an order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver or violation of the mediation and arbitration provisions of this Section.

**XXXII. TERMS AND CONDITIONS OF OFFER.** This is an offer to purchase the Property in accordance with the above-stated terms and conditions of this Agreement. If at least one, but not all, of the Parties initial such pages, a counteroffer is required until an agreement is reached. The Seller has the right to continue to offer the Property for sale and to accept any other offer at any time prior to notification of acceptance. If this offer is accepted and the Buyer subsequently defaults, the Buyer may be responsible for payment of licensed real estate agent(s) compensation. This Agreement and any supplement, addendum, or modification, including any copy, may be signed in two or more counterparts, all of which shall constitute one and the same writing.

**XXXIII. GOVERNING LAW.** This Agreement shall be interpreted in accordance with the laws in the State of Michigan ("Governing Law").

**XXXIV. EFFECTIVE DATE.** The "Effective Date" of this Agreement is the date on which the last one of the Parties has signed or initialed and delivered this offer or the final counteroffer. Any time period ending on a Saturday, Sunday, or national legal holiday will extend until 5:00 p.m. local time of the next business day. Time is of the essence in this Agreement.

**XXXV. Building and Property Use Restriction Agreement.** WHEREAS, the sale of the 1864 Southfield Parcel from IT Dynamics to EZ Landscaping & Paving LLC was in part conditioned upon the execution of an agreement by Ali Odeh and EZ Landscaping & Paving LLC, whereby EZ Landscaping & Paving LLC on behalf of itself and on behalf of its vendees, grantees, franchisees, licensees, tenants, successors, assigns, mortgages, trustees, members, shareholders, directors, partners, agents, employees, heirs, invitees, and owners of 1864 Southfield Parcel agrees to certain building and use restrictions with regard to the 1864 Southfield parcel, for the benefit of Ali Odeh and Highway Smoke Shop and its vendees, grantees, franchisees, licensees, tenants, successors, assigns, mortgages, trustees, members, shareholders, directors, partners, agents, employees, heirs, invitees, and occupants of 1480 Southfield Rd, City of Lincoln Park, County of Wayne, State of Michigan, as provided in the Building and Property Use Restriction Agreement.

**XXXVI. ENTIRE AGREEMENT.** This Agreement, together with any attached addendums or disclosures, shall supersede any and all other prior understandings and agreements, either oral or in writing, between the Parties with respect to the subject matter hereof and shall constitute the sole and only agreements between the Parties with respect to the said Property. All prior negotiations and agreements between the Parties with respect to the



Buyer's Initials EZ Seller's Initials AO

Property hereof are merged into this Agreement. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party or by anyone acting on behalf of any party which are not embodied in this Agreement, and that any agreement, statement, or promise that is not contained in this Agreement shall not be valid or binding or of any force or effect.

IN WITNESS WHEREOF, the Parties have indicated their acceptance of the terms of this Agreement by their signatures below on the dates indicated.

**SELLER**

Dated: 12/05/22



IT Dynamics LLC  
By: Ali Odeh Member

**BUYER**

Dated: 12/05/2022



EZ Landscaping & Paving LLC  
By: Eduardo Zamudio, Member



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City of Lincoln Park Planning and Development  
**Meeting Protocol**

*February 8, 2023*

**Meeting Process & Rules\***

*Order of Events*

The order of events during a meeting is typically as follows:

1. Chair opens public hearing and announces the subject.
2. Chair summarizes the procedures / rules to be followed during the hearing.
3. Staff presents staff report, which includes the main points of the application and recommendation.
4. Applicants presents his/her case.
5. Members of the public speaking in favor of the application present.
6. Members of the public speaking in opposition of the application present.
7. Applicant provides rebuttal comments (if appropriate or desired).
8. Chair closes the public hearing (no more public comment).
9. Board deliberates and makes a decision.

*Role of the Chair*

The role of the Chair is to maintain order throughout the meeting. Since hearings may become emotional, it is important to strictly adhere to this policy. The Chair should announce each agenda item and note the rules apply to the hearing. During the meeting, the Chair should ensure that courtesy is maintained and that speakers are not interrupted. Additionally, the Chair is responsible for:

1. Opening the session by announcing the purpose and topic of the meeting, as well as calling members to order.
2. Recognizing the members to speak and giving them 'the floor.'
3. Facilitating and announcing the results of any votes.
4. Keeping disruptions and distractions to a minimum.
5. Keeping the direction of the meeting on the topic according to the agenda.

*Meeting Rules*

There are several general meeting rules for public hearings:

1. Comments for both the public and board members should be made through the Chair.
2. Limit speaking time when necessary. If there are many people who wish to speak, it is appropriate to limit the time of each speaker, with the exception of the applicant.
3. After the public hearing is closed, the public is not involved in the discussion unless the Chair brings a member of the public into it.
4. Board members should express why they are voting for or against the petition.
5. The Board's deliberation should focus on ensuring conformance with Ordinance standards.
6. Decisions and motions should be made based on findings of fact.

*Steps for Making a Motion*

1. Motion: A member rises or raises a hand to signal the chairperson.
2. Second: Another member seconds the motion.
3. Restate motion: The Chairperson restates the motion.
4. Debate: The members debate the motion.
5. Vote: The Chairperson restates the motion, and then first asks for affirmative votes, and then negative votes.
6. Announce the vote: The Chairperson announces the result of the vote and any instructions.

*\*Based on guidelines from the Michigan Association of Planning.*

## Planning Report

Serving & Planning Communities Throughout Michigan

February 2023

Top  
Story

### Federal actions touch on planning for housing and transportation

*Compact development stars in programs aimed at housing supply, affordability, and carbon reduction*

#### “YIMBY Grants” included in omnibus spending bill

A new competitive grant program through HUD will distribute \$85 million in funds to incentivize and support local planning and zoning for housing supply and affordability. An accompanying report suggests land use reforms such as increased density, reduced lot sizes, expanding by-right multifamily, and streamlining approvals are targeted. APA notes that “The legislation also makes clear that local progress and commitment to reform will be key elements in determining who receives grant funding.” Grants are expected to be made available by the end of the federal fiscal year on September 30, 2023.

*American Planning Association.* <https://www.planning.org/blog/9262900/congress-funds-new-yimby-grants-for-zoning-reform/>

#### US Blueprint for Transportation Decarbonization includes street design, zoning

Recognizing that transportation is inseparable from housing and energy—as planners do—the US Blueprint for Transportation Decarbonization was released jointly by the US Secretaries of Transportation (MI resident Pete Buttigieg), Energy (former MI governor Jennifer Granholm), HUD, and the US EPA Administrator. Its recommendations call for “land-use, street design, and development policies that make walking, biking, and rolling easier, safer, and more convenient.” Planners are called to contribute context-sensitive street design, zoning reform for walkability and mixed uses, and transit-oriented development.

*USDOT.* <https://www.transportation.gov/briefing-room/biden-harris-administration-releases-first-ever-blueprint-decarbonize-americas> *Congress for the New Urbanism (analysis).* <https://www.cnu.org/publicsquare/2023/01/11/federal-call-action-community-design-address-climate-change>

News

### EV infrastructure conversation revs up

*The private sector businesses facilitating the shift highlight a need for standardization*

*Smart Cities Dive*, an industry-focused publication, reports that companies serving the burgeoning transition of vehicles from gas to electricity are “hindered by nonexistent, inappropriate, or outdated policies and permitting processes” at the local level. The article quotes Michigan’s chief mobility officer on a national panel recommending that states provide communities with “detailed guidance about how to change their policies and operations,” acknowledging that capacity and technical knowledge are a challenge. In Michigan, MDOT is appearing in an EV implementation webinar presented by the Michigan Economic Developers’ Association; see “Trainings” for details.

*SmartCities Dive.* <https://www.smartcitiesdive.com/news/michigan-chief-mobility-officer-states-need-write-playbook-ev-electric-vehicle-charging/639976/> *MEDA webinar.* <https://www.medaweb.org/evcharging>

## Tools

### Environment, Great Lakes, and Energy: tools, data, and an Insta

*The agency is working to make its wealth of information available digitally*

A roundup by EGLE of 35 new features on its Maps and Data Portal, offering decision-making support to communities, includes a state-focused environmental justice mapper and a water infrastructure funding and financing dashboard, along with open data on wellheads and fuel transformation. Separately, the Department is also offering webinars and technical assistance to help access federal funds through the IJA and IRA legislative packages. And it has joined Instagram @MichiganEGLE.

**EGLE.** New Map and Data Portal features, <https://www.michigan.gov/egle/newsroom/mi-environment/2023/01/18/by-the-numbers-egle-develops-35-new-features-on-its-maps-and-data-portal>  
Federal Funding Technical Assistance, <https://www.michigan.gov/egle/outreach/catalyst-communities/federal-funding-technical-assistance>.

## Ideas

### Bike helmet laws: a poor substitute for protecting cyclists from cars?

*Examining the limits of “personal responsibility” in bicycle safety*

Slate Magazine reports on the repeal of bike-helmet laws in Seattle, Dallas, and Tacoma, WA. While racial profiling concerns prompted the moves, it notes, they’ve nevertheless shone a light on the failure of these laws to increase safety: in the last 50 years, helmets have advanced but adult cycling deaths have quadrupled—largely due to helmets’ limited effectiveness in a collision with a vehicle. This suggests that the real safety comes in the planning task of separating cars from bikes, as is done in bike meccas like the Netherlands.

**Slate Magazine.** <https://slate.com/technology/2023/01/bike-helmets-cyclist-deaths-do-you-need-to-wear.html>

## Training

### Michigan Association of Planning Regional Workshops for Officials

*In person: March 1 in Mt. Pleasant; March 16 in Frankenmuth. Virtual: March 2, 14, 21-22 via zoom. Cost: \$105-150 (member and student discounts available)*

Annual training series includes evergreens (Planning and Zoning Essentials, Master Planning, and Site Plan Review) alongside new programs (Planning for Broadband, Advanced ZBA, and Making Good Decisions Together).

**More information:** <https://miapa.memberclicks.net/regional-workshops>

### Michigan Downtown Association Advocacy Day / Spring Workshop

*Advocacy: 10am-3pm on March 8, Anderson House Building, Lansing. Cost: \$60.*

*Workshop: 8am-4:30pm on March 9, The Graduate, Lansing. Cost: \$150*

A full day of advocacy is followed by evening networking, then the spring program: “Debunking Myths and Changing Narratives to Create Strong Downtowns.”

**More information:** [https://www.michigandowntowns.com/docs/MDA\\_Spring\\_Workshop\\_2023\\_press.pdf](https://www.michigandowntowns.com/docs/MDA_Spring_Workshop_2023_press.pdf)

### EV Charging Planning and Support

*2-3:30 pm on March 16. Zoom. Cost: \$45 (members, \$30)*

Michigan Economic Developers’ Association (MEDA) presents planning, technical, program, and cost considerations in implementing public EV charging. With MDOT’s Policy Section Manager and Oakland County’s Mobility Innovations Coordinator.

**More information:** <https://www.medaweb.org/evcharging>