

Lesley C. Carr, Esq.
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City of Detroit

CITY PLANNING COMMISSION
208 Coleman A. Young Municipal Center
Detroit, Michigan 48226
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Brenda Goss Andrews
David Esparza, AIA, LEED
Karen M. Gage
Frederick E. Russell, Jr.
Arthur Simons
Roy Levy Williams

City Planning Commission Regular Meeting
June 5, 2014, 4:45 PM
Committee of the Whole Room
13th Floor – Coleman A. Young Municipal Center
Woodward at Jefferson
(use Randolph Street entrance after 5:30 PM)

AGENDA

I. Opening

- A. Call to Order – 4:45 PM
- B. Roll Call
- C. Amendments to and Approval of Agenda

II. Minutes

- A. Approval of minutes of the Regular Meeting of March 6, 2014 (Tentative)

III. Public Hearings and Presentations

- A. **5:00 PM PUBLIC HEARING** - Request of Stacy Mulloy for the rezoning of 1701 Trumbull Avenue and 1512 Bagley Avenue from R3 (Low-Density Residential District) to SD2 (Special Development District, Commercial/Residential) (RB)
20 mins.
- B. **5:20 PM PUBLIC HEARING** - Request of Nassar Management LLC to amend Map No. 41 to show an R2 (Two Family Residential) where a B4 (General Commercial) zoning district is shown on a portion of the property located at 4800 West Fort Street and on 746 Morrell Street, and of the City Planning Commission to show a R2 zoning classification where a B1 (Restricted Business District) is shown on 750, 754, and 762 Morrell, all of which are on the north side of West Fort Street and on the east side of Morrell Street (GM) *30 mins.*
- C. **5:50 PM PUBLIC HEARING** - Request of Mission Point of Detroit, LLC. to approve a rezoning from the R3 (Low-Density Residential) to R5 (Medium Density Residential) zoning district on Map No. 2 of Chapter 61, Article XVII of the 1984 Detroit City Code, Zoning, located at 2102 Orleans Street, south of Antietam Street and west of the Dequindre Cut. (GM) *30 mins.*

- D. 6:20 PM PUBLIC HEARING** - Request of the Planning and Development Department to amend Article XVII, District Map No. 2 of Chapter 61 of the 1984 Detroit City Code, Zoning to show a PCA (Public Center Adjacent District) zoning classification where a PC (Public Center District) zoning classification is currently shown on land at 151 W. Jefferson Ave. within the Civic Center located just east of Cobo Center. (MT) *30 mins.*
- E. 6:50 PM PUBLIC HEARING** - Request of Michael Roberts owner of Roberts RiverWalk Hotel to modify the provisions of the existing PD Planning Development) zoning district created by ordinance #508-h of 2010 and amend Article XVII, District Map No. 11 of Chapter 61 of the 1984 Detroit City Code, Zoning. The subject property is generally bounded by Walker St. (extended to the Detroit River), Wight St. Adair St. (extended to the Detroit River) and the Detroit River. (MT) *30 mins.*

IV. Unfinished Business

- A.** Consider request of Rafael Lozano for the rezoning of 5536, 5544, 5556 Michigan Avenue and 3820 Junction Avenue from B3 (Shopping District) to B4 (General Business District). (RB) (ACTION) *10 mins.*

V. New Business

VI. Committee Reports

VII. Staff Report

VIII. Communications

IX. Public Comment

X. Adjournment (anticipated at 8:30 PM)

NOTE: An interpreter for the hearing impaired will be present at the meeting if requested at least 48 hours in advance. To request an interpreter, please call 313-224-4946.

City Planning Commission Regular Meeting

NOTE: These minutes do not represent a verbatim transcription of the meeting.

CITY PLANNING COMMISSION
REGULAR MEETING
March 6, 2014

DRAFT

I. Opening

Call to Order

The meeting was called to order by Chairperson Carr in the City Council Committee of the Whole Room on the 13th Floor of the Coleman A. Young Municipal Center at 5:02 p.m.

Roll Call

Commissioners Carr, Goss-Andrews, Gage, Russell and Williams were present. Commissioners Whitmore-Davis, Simons and Christensen were absent (excused).

Amendments to and Approval of the Agenda

Commissioner Goss-Andrews moved approval of the agenda as distributed. Commissioner Russell second the motion. Motion carried.

A point of privilege was granted Mr. Todd for the purpose of introducing Katrina Orcino, a U of M Graduate student who was shadowing Mr. Moots for the day. Ms Orcino greeted the Commission and the meeting continued.

II. Minutes

Approval of minutes of the Regular Meeting of December 5, 2013

Commissioner Goss-Andrews moved to approve the minutes of the meeting of December 5, 2013. Commissioner Russell second the motion.

Approval of minutes of the Regular Meeting of February 6, 2013

Commissioner Williams moved to approve the minutes of the meeting of February 6, 2013 with typographical errors corrected. Commissioner Andrews second the motion. Motion carried.

III. Public Hearings and Presentations

- A.** PRESENTATION - Design revisions to the proposal of the Midtown Project, LLC to modify the plans for the existing PD (Planned Development District) zoning classification on District Map No. 4, Article XVII of the 1984 Detroit City Code, for properties at 3750, 3780 and 3800 Woodward Avenue generally located on the east side of Woodward Avenue between East Alexandrine Avenue and Mack Avenue for the construction of a four-story medical office building and a 3 ½ level parking structure.

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Present: Marcell Todd, Legislative Policy Division

Legislative Staff Member, Marcell Todd gave a brief overview of the report dated February 19, 2014, distributed along with the meeting materials. The City Planning Commission held a public hearing on May 16, 2013. On August 1, 2013 the matter returned before the Commission with revisions to the design. Before the Commission today are changes to the design representing an increase in parking, a change in the number of floors, design changes to the office building, and changes to the façade on the northwest corner (glass and metal façade). Staff recommends approval of the Midtown Project LLC's revised request to modify the approved plans for the existing PD zoning classification.

ACTION: Commissioner Williams moved to accept the recommendations of staff. Commissioner Andrews second the motion. Motion carried.

B. PRESENTATION - Plan of Adjustment proposed transfer of CPC and HDAB staff to the Planning and Development Department.

Present: Marcell Todd, Legislative Policy Division (LPD)

Legislative Policy Division staff member Marcell Todd reported to the Commission

Two weeks ago the Emergency Manager (EM) filed a Plan of Adjustment (POA). The plan includes a change to the Legislative Body; the transfer of the City Planning Commission (CPC) and the Historic Designation Advisory Board (HDAB) to the Planning & Development Department (P&DD). A closed session with the Emergency Manager is scheduled for Tuesday, March 11, 2014 to review the POA. On Monday, December 13, 2013, LPD staff was presented with a draft version of the Plan of Adjustment, and was aware of the possible transfer. Conway Mackenzie and Ernest and Young, consultants for the EM, composed the plan to obtain more efficiency in government. The question is what provisions will be made for the City Council for checks and balances, if the EM accepts removal of staff from the Legislative Branch of government. P&DD is an Executive Branch agency. What would be left for Council in terms of checks and balances? Consultants work seems to be dismissive of that effort of the government.

Commissioner Williams stated that the reason for the Commission being here was for balance in the first place. Is that allowed? Is that legal?

Marcell Todd indicated that Council President Jones recommended that the Commission prepare a letter to the Emergency Manager to express the Commission's concerns. We can take this opportunity for the Commission to direct staff on your statement. The Charter says that P&DD should be the Commission's staff and the Planning Commission already does direct P&DD. The Commission has subpoena power to compel agencies to come before the Commission. The Planning Enabling Act gives final authority to the Planning Commission, but there is a provision in the act that may ...

Commissioner Williams said that it is legal if you put the Commission in charge of City Planning.

Marcell Todd said in Grand Rapids the city directs the Planning Commission. Detroit, having a strong mayor... Staff has indicated this conflict of interest to Mr. Lewand, the Group Executive, and Mayor Duggan. Trisha Stein is acting as the Director of P&DD and I have indicated this to her. Mayor Dugan would have to share and the staff would be subordinate to the Commission. I

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have asked the Law Department to take a look at it and the state law. Like with the Historic Designation Commission, we would be a dedicated staff within P&DD that the Commission can direct. The new Administration just wants the staff.

Commissioner Carr said it is a concern whether CPC staff is under P&DD or LPD. Don't think it is uncommon we have a subject person to do one thing.

Marcell Todd said we had to inform Council that they would not have power to ...

Commissioner Carr said that opinion should be included in the letter. That it is Charter mandated; although does say we *may* though.

Marcell Todd said that within Planning, Zoning Enabling Act supports that the Planning Commission has its own dedicated staff. The Commission can request to have their own dedicated staff.

Commissioner Russell said this Body edits the zoning law and the Mayor and P&DD enforces that law. The Commission writes the law because we change the zoning text. Is there anybody else that does that?

Marcell Todd responded no. There is staff in the P&DD who used to work at the Commission.

Commissioner Russell said when the City adopts a Master Plan from State law this Body has to approve it. State law gives the City the power to have a budget.

Marcell Todd added that it gives the Commission the power to appropriate.

Commissioner Russell said you prepared a list, a chart last year that about CPC and P&DD. I want to look at that. Maybe the Commission should ask for a budget to fund those tasks that were listed.

Marcell Todd said that the Zoning Ordinance does supply a corresponding rule. Checks and balances. PC, PCA, PD, SD4 and SD5 makes provisions for P&DD staff to weigh in, to provide the opinion for P&DD.

Commissioner Russell stated that there needs to be a dollar amount for doing those tasks and persons doing those tasks.

Marcell Todd responded that the report you are referencing was issued April or May of last year in response to Conway Mackenzie.

Commissioner Carr said those things should be mentioned in the report or letter you are preparing for Council.

Commissioner Andrews asked what has been in Council response.

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Marcell Todd responded staff met with the Council President and the Law Department last Tuesday. The Council President recommend that LPD, the Law Department and the Auditor General prepare an analysis and report. Council President Jones expressed her concern and asked that LPD prepare report in addition to the letter City Council will send to the Emergency Manager and the Administration.

Commissioner Andrews asked what the time frame is.

Marcell Todd responded we are trying to get the letter together tomorrow for the Council President.

Commissioner Williams stated that what is being ignored is that the Emergency Manager will not be here permanently. Council controls the budget and what goes into the budget. There has to be some understanding that the Council is losing something that today they will be wishing to come back tomorrow.

Marcell Todd said the new dynamic in the districts. One other thing is maybe the Commission should make Mr. Beckett aware that the Zoning Enabling Act may conflict with the expertise needed. The closed session is scheduled for next week. Timeline for implementation is not known, but is known that P&DD will move to the 8th floor of the Coleman A. Young Building shortly.

Commissioner Carr stated that the discussion between CPC and HDAB are separate issues. The issues are not the same. The letter to the Council should go into why we need zoning, why we are here.

Commissioner Williams said it should include the differences between inefficiency and balance of power.

Marcell Todd added that we have tried to maintain separate budgets. Council members have stopped referring to HDAB, and now just refer to CPC.

Commissioner Carr said I am thinking zoning cases that we are eliminating if there is no zoning. A letter should include both because that is not the same; but, separate sections.

Marcell Todd added similar to the letter in July. Right now we are not officially your staff. Technically, P&DD is your staff; but, because it never made it in the budget there is nothing that communicates this.

Commissioner Carr said that the Charter says we can function without staff, as it says *may* appoint a staff.

Marcell Todd said here the Charter is secondary; you can back on the State law.

Commissioner Williams said there does need to be a separation, but these are the only 2 or 3 bodies of Council where there is staff. Are you taking away so many staff that you are creating a

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situation where the Council does not appear to do what it needs to do? It is a matter of the efficiency versus balance of power. If you have taken away enough staff then you have taken away the balance of power.

Commissioner Russell said that the letter written by CPC was dated May 16th. Staff should review sale of real estate, maybe amendment and zoning. If the City wants to do some of the things they want to do then we need paid, competent staff.

Commissioner Andrews asked is there any way we can qualify, by saying to do this then it creates an efficiency and the efficiency would cost this dollar amount.

Marcell Todd said some might say the Mayor and the EM believe we are getting efficiency by having it streamlined. CPC can try to look at the Legislative Branch's response. LPS is understaffed. It is not just injured, it is a break. When you make a recommendation for the Zoning Ordinance we staff send it to the DPW, then it goes to the Law Department; and, there is only one person at DPW working to do the review. The Law Department has also had cuts and there is no one else with the same expertise to take their place. We have trouble with the time it takes to process rezoning.

Commissioner Gage added that when you are a developer you don't understand because there are no funds for additional staff. That is a dollar amount.

Commissioner Carr asked what the argument to bring it to Legislative side is.

Marcell Todd said it goes back to that this is a legitimate divide of power. The EM and Mayor's Office has not had a meeting with the Commission, nor have they asked to have small meeting to even address the Council.

Commissioner Carr said are Charter mandates are being meet by bringing P&DD over here.

Marcell Todd said there are two provisions that relate directly to the Charter provision. Provisions Mr. Beckett was referring to. I think we are now looking at one communication directed to the Council asking them to consider and advise and another letter to the Council president. I want to address:

- Functions unique to CPC (State Law, Charter, Code)
- Chart reference in May letter
- Dollar value of efficiencies
- Staffing (retention of current structure, support consolidation, P&DD subordinate to the Commission)
- Checks and balances
- Council's role in overview

Commissioner Williams said we are concerned about having power but who we advise.

Commissioner Carr added that Detroit will not always be under the Emergency Manager.

City Planning Commission Regular Meeting

Commissioner Gage said that the Commission does not want to run P&DD.

Commissioner Russell stated that to do some of these zonings is a legal requirement, if the City wants to retain its power to rezone.

Marcell Todd said there must be adequate staff and support to do what is required of the Commission.

Commissioner Williams replied that the direction the City is going in is a different direction from what the Charter requires. The Commission is trying to give recommendation to those individuals we report to.

Marcell Todd added that Mr. Beckett said, given the Commission came into existence in the 1984 Charter, we are grandfathered in; there, it calls the Zoning Commission to be appointed by the Council and the Planning Enabling Act calls for the Commission to be appointed by the Mayor. Only raise it because we feel the grandfather we exist under could be separated by the Emergency Manager.

Commissioner Carr asked if there were anything else to add to the letter and there was no response.

Marcell Todd said staff will provide the Commission with copies.

IV. Unfinished Business

V. New Business

VI. Committee Reports

VII. Staff Report

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IX. Public Comment

John Law

Stated he is concerned about the arena deal. It is unconscionable to inflict this on the people. Mr. Law distributed information to the Commission regarding the property plan on the area. He was

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upset by the sale because Mr. Illich buys property and lets them rot.

Commissioner Carr asked if Mr. Law owns property in the area.

John Law responded he does not. His only interest is for the betterment of the City. This is just the wrong thing at the wrong time for the community and it is not the area to put it. Only Mr. Illich profits from the arena. It will be a total mess. I want to come and make you aware of what is taking place before it comes before the Committee.

Cindy Darrah

I would like you to formally put in a challenge to the Bankruptcy Court if they are trying to eliminate the City Planning Commission.

A building in my neighborhood is structurally sound but is included in the dangerous buildings report. It was before Council today. Why do they want to tear down something that may be repairable? I want us to save our housing structure. Owner occupancy is critical. This building is damaged but we are going to look at it to see if it can be repaired.

In terms of the arena, they have not even promised how many people they will hire. The City receives no property taxes, they go to the DDA.

X. Adjournment (anticipated at 6:50 PM)

NOTE: An interpreter for the hearing impaired will be present at the meeting if requested at least 48 hours in advance. To request an interpreter, please call 313-224-4946.

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NOTICE OF PUBLIC HEARING

A public hearing will be held by the City Planning Commission in the Committee of the Whole Room, 13th floor of the Coleman A. Young Municipal Center, 2 Woodward Avenue, on

THURSDAY, JUNE 5, 2014 AT 5:00 PM

to consider the proposal of Stacy Mulloy to amend District Map No. 1 of the Detroit Zoning Ordinance, Chapter 61, Article XVII of the 1984 Detroit City Code, to show an SD2 (Special Development District, Commercial/Residential) zoning classification where an R3 (Low-Density Residential District) zoning classification is presently shown at 1701 Trumbull Avenue and 1512 Bagley Avenue. The subject area is shown as the shaded area on the accompanying map.

The proposed change in zoning is being requested to allow for the mixed-use redevelopment of an existing, historic three-story building and adjacent vacant lot. The present zoning district and the proposed zoning district are generally defined by the Zoning Ordinance as follows:

R3 – Low-Density Residential District

This district is designed as a low-density multi-family district. The regulations are designed to promote and encourage town and terrace house development, courts, and garden apartments. It is intended that this district be used primarily on local thoroughfares thereby encouraging a suitable environment for family life. Among others, uses permitted by right include single and two-family dwellings, town houses, multi-family dwellings, and community facilities necessary to serve a residential district.

SD2 – Special Development District, Commercial/Residential

The SD2 District is designed for areas of the City where there is much investment interest and activity, and great development potential. Generally, in these areas, private developers have been active in changing the character of the area by increasing the intensity of development and converting land to both residential and commercial higher intensity uses. The SD2 District is designed to encourage one (1) portion of this development, and it will permit high-rise office and commercial structures with a controlled mix of transient and permanent residential facilities, together with appropriate service and retailing facilities and with an emphasis on entertainment venues.

Coincidental with the City Planning Commission taking up the Trumbull-Bagley rezoning request, the Detroit City Council is currently considering a separate Zoning Ordinance text

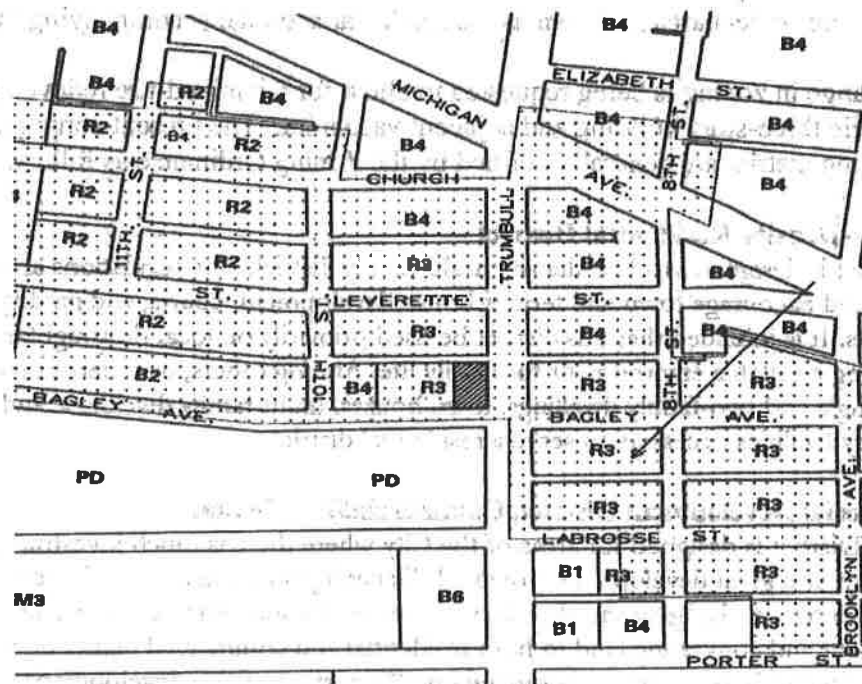
amendment for meaningful revision of the SD2 zoning district classification to further facilitate mixed-use development.

This proposed map amendment is being considered by the City Planning Commission in accordance with the provisions of Article III, Division 3 of the Detroit Zoning Ordinance.

Rezoning requires the approval of the City Council after a public hearing and after receipt of a report and recommendation by the City Planning Commission. You may present your views on this proposal by attending this hearing, by authorizing others to represent you, or by writing to this office prior to the hearing, 2 Woodward Avenue, Room 208, Detroit, Michigan 48226 (FAX: 313-224-4336). Because it is possible that some who are affected by this proposal may not have been notified, it is suggested that you kindly inform your neighbors so that they too may express their positions if they so desire.

An interpreter for the hearing impaired will be present at the meeting if requested at least 48 hours in advance. To request that an interpreter for the hearing impaired be present at the meeting, please call (313) 224-4946.

For further information on this proposal or the public hearing, please call (313) 224-6225.



Proposed Rezoning from R2 to SD2

City Planning Commission
208 Coleman A. Young Municipal Center
Detroit, Michigan 48226
(313) 224-6225 (phone)
(313) 224-4336 (fax)

CPC File #: _____

Date of Filing: 5/6/14

RE: 1701 Trumbull and 1512 Bagley St

APPLICATION FOR A ZONING CHANGE

The City Council of the City of Detroit requires a report and recommendation from the City Planning Commission on all rezoning proposals before it takes final action. Please provide the following information regarding the proposal, so that the Commission may proceed in its review and processing of this request.

Section 61-3-3 of the Detroit Zoning Ordinance states that application for rezoning may be initiated by petition from:

1. all owners of the property that is the subject of the application;
2. the owners' authorized agents;
3. any review or decision-making body; or
4. other persons with a legal interest in the subject property, such as a purchaser under contract.

Petitions of the City Council are to be made through the City Clerk via separate written request prepared by the applicant or the completion of form available from the City Planning Commission.

The applicant will be notified at least seven (7) days prior to the meeting at which the proposal will appear on the Commission's agenda.

The applicant (or a representative of the applicant) is expected to be in attendance at the required public hearings to present the proposal and to answer any questions regarding the matter.

The City Planning Commission may request all necessary information pertaining to proposed ordinances for the regulation of development in carrying out its duties as set forth in Section 4-402 and 6-204 of the City Charter.

Failure to answer all pertinent questions and to supply all of the requested information will delay processing of this proposal.

NOTE: Applicants proposing a rezoning or modification to the PD (Planned Development), PC (Public Center), PCA (Restricted Central Business District) and the SD5 (Special Development District, Casinos) zoning district classifications must complete a different application which may be obtained from our office.

Signature of Applicant: 

Date: 5/6/14

ZONING FEE:

Effective January 11, 1995, the applicant will be charged a fee for the processing of a rezoning application. The fee schedule is as follows:

Size of Property	Fee
One acre or less	\$350.00
Over one acre	\$350.00 for the first acre plus \$25.00 for each additional acre to a maximum of \$1,000.00

Payment of the fee must be in the form of a check or money order payable to the "City of Detroit – Treasurer" When the City Planning Commission has accepted payment, the applicant should formally submit the petition to the office of the City Clerk.

ZONING CHANGE PROCEDURES:


A change in the zoning classification on property located within the City of Detroit requires action by the City Planning Commission (after the holding of a State-required public hearing) and approval by the City Council (after the holding of a Charter-required public hearing).

A change in zoning usually takes from three to four months to accomplish (from the date of submittal of the application to the effective date of the zoning change).

At each of the required public hearings, all owners of property, residents, businesses and known community organizations within 300 feet of the property in question are notified of the proposal and of the time, date and place of the hearing. The applicant will be responsible for posting public notice of the public hearing on the property in question in a manner acceptable to the Planning Commission. The persons so notified are invited to attend the hearing, hear presentations on what is being proposed, and express their opinions on the proposal if they so desire.

It is mandatory that the applicant, or the applicant's officially designated representative, attend both of the public hearings and justify to the satisfaction of the members of the City Planning Commission and the members of the City Council that the current zoning classification is inappropriate, and that the proposed change and resultant development can take place and be accomplished without adversely affecting the surrounding properties.

1. Name of Applicant: Stacy Mulloy for Brian Mulloy (MAB)
Address of Applicant: 1701 Trumbull St
City, State & Zip Code: Detroit, MI 48216
Telephone Number: (313) 365-0623

2. Name of Property Owner: Brian Mulloy
(If same as above, write "SAME")
Signature of Property Owner
(If different than Applicant) 
Address of Property Owner: 1701 Trumbull St
City, State & Zip Code: Detroit, MI 48216
Telephone Number: (313) 718-1701

3. Present Zoning of Subject Parcel: R3H

4. Proposed Zoning of Subject Parcel: SD2

5. Address of Subject Parcel: 1701 Trumbull (between Bagley & Leverette) and
1512 Bagley (between Trumbull & 10th St)

6. General Location of Subject Property: in Corktown neighborhood of Detroit, 2 blocks
south of old Tiger Stadium on the corner of Trumbull and Bagley St. Across the
street from St Cece's Pub and Clement Kerns Garden. kiddy-corner from Hello Records

7. Legal Description of Subject Parcel: *(May be attached)*
1701 Trumbull: N BAGLEY 14 BLK 77 WOODBRIDGE FARM L1 P146-7 PLATS. W C R 8/2 50x130
1512 Bagley: N BAGLEY E 25 FT 13 BLK 77 WOODBRIDGE FARM L1 P146-7 PLATS, W C R 8/2 25x130

8. Size of Subject Parcel (Dimensions): 1701 Trumbull: 50 x 130
1512 Bagley: 25 x 130
(Acreage): 1701 Trumbull: 0.15 acres
1512 Bagley: 0.07 acres

9. Description of anticipated development:

Transform the obsolete property at 1701 Trumbull from 1 apartment, 2 vacant floors and 1 underutilized, rundown beer/wine store into 3 apartments and 3 retail spaces, returning the first floor commercial space to its historic, dense configuration. On the vacant, blighted lot of 1512 Bagley Ave, build a new infill mixed-use space for retail on the first floor and upper floor apartments, helping to improve the walkability of the neighborhood and positively re-activate a corner of Corktown.

10. Reason why the present zoning classification is not appropriate and why the proposed zoning classification is more appropriate:

The current residential zoning doesn't support the city's master goal of developing Corktown into a live-work neighborhood. By adjusting the zoning to SD2 it allows us to redevelop the property to its historic state in the 1920's, where smaller businesses created dense pockets of community, interspersed with affordable, residential living. The redevelopment of our parcels into mixed-use space allows us to join neighbors across the street like St Cece's, Hello Records and Clement Kern Gardens in creating a local activity node thus increasing foot traffic and general safety in the neighborhood, in addition to driving multiple economic benefits for the city.

11. Zoning of Adjacent Properties:

To the North - R3
To the South - PD
To the East - R3 & B4
To the West - R3 & B4

12. Development of Adjacent Properties:

To the North - Single Family House
To the South - Clement Kern Gardens
To the East - St Cece's Pub
To the West - Multi Family Rental House

13. Community Organizations and/or Block Clubs contacted by applicant:

Group Name/Address	Contact Person/Phone Number
Corktown Business Association 2122 Michigan Ave, Detroit, MI 48216	Ron Cooley 810-531-4898
will talk to CDC	
will talk to Corktown Historical Society	

14. Adjacent Property Owners, Businesses or Residents contacted by Applicant:

Name	Indicate: Owner Business Resident	Address	Address of Adjacent Property	Phone
Celeste Belanger, St Cece's Pub	Business owner	1426 Bagley Ave, Detroit, MI 48216	1426 Bagley Ave, Detroit, MI 48216	313-819-7393
Mikhail Khalil	Home Owner	1800 Michigan Ave, Detroit, MI 48216	1518-1524 Bagley Ave, Detroit, MI 48216	313-962-1383
Javier Cardenas	Home Owner & resident	1731 Trumbull St, Detroit, MI 48216	1731 Trumbull St, Detroit, MI 48216	
Dave Kwiakowski	Home Owner & resident	1510 Trumbull St, Detroit, MI 48216	1510 Trumbull St, Detroit, MI 48216	313-510-2600
Tony Formosa	Building Owner	1551 Church St, Detroit, MI 48216	1459 Bagley St, Detroit, MI 48216 & 1534 Trumbull St, Detroit, MI 48216	313-402-7390

ARTICLE VIII RESIDENTIAL ZONING DISTRICTS

~~Sec. 61-8-51 | Description.~~

- ~~(1) No motor vehicle may be repaired on residential property outside of a fully enclosed structure, except in the rear yard;~~
- ~~(2) No motor vehicle shall be repaired on residential property outside of a fully enclosed structure, except between the hours of 8:00 a.m. and 8:00 p.m.;~~
- ~~(3) No motor vehicle being repaired on residential property outside of a fully enclosed structure shall appear in a visibly dismantled state, or with parts or components of the vehicle visibly separated from a vehicle, for a period of more than fourteen (14) consecutive days; and~~
- ~~(4) No inoperable vehicle shall be stored in a residential yard area, unless the owner of the property has obtained a thirty (30) day sticker from the Police Department precinct where the residential property is located.~~

~~(Ord. No. 11-05, §1, 5-28-05)~~

Secs. 61-8-48–61-8-50. Reserved.

DIVISION 4. R3 LOW DENSITY RESIDENTIAL DISTRICT

Sec. 61-8-51. Description.

This district is designed as a low-density multi-family district. The regulations are designed to promote and encourage town and terrace house development, courts, and garden apartments. It is intended that this district be used primarily on local thoroughfares thereby encouraging a suitable environment for family life. Among others, uses permitted by right include single and two-family dwellings, town houses, multi-family dwellings, and community facilities necessary to serve a residential district.

(Ord. No. 11-05, §1, 5-28-05)

Sec. 61-8-52. Site plan review.

Site plan review is required for all Conditional Uses and for certain by-right uses. (See ARTICLE III, DIVISION 5)

(Ord. No. 11-05, §1, 5-28-05)

Sec. 61-8-53. By-right uses.

Uses permitted by right in the R3 District are delineated in Sec. 61-8-54 through Sec. 61-8-58 of this Code. (See ARTICLE XII for a complete listing of all use regulations and standards. See ARTICLE III, DIVISION 5 to determine when Site Plan Review is required for by-right uses, and ARTICLE XII, DIVISION 5 for accessory uses, including home occupations.)

(Ord. No. 11-05, §1, 5-28-05)

Sec. 61-8-54 | By-right residential uses.

Sec. 61-8-54. By-right residential uses.

- (1) Boarding school and dormitory
- (2) Child caring institution
- (3) Loft
- (4) Multiple-family dwellings with fewer than fifty percent (50%) of the units in the structure being efficiency units
- (5) Religious residential facilities
- (6) Shelter for victims of domestic violence
- (7) Single-family detached dwelling
- (8) Town house
- (9) Two-family dwelling

(Ord. No. 11-05, §1, 5-28-05)

Sec. 61-8-55. By-right public, civic, and institutional uses.

- (1) Adult day care center
- (2) Child care center
- (3) Family day care home
- (4) Library
- (5) Museum
- (6) Neighborhood center, nonprofit
- (7) Outdoor recreation facility
- (8) Religious institution
- (9) School, elementary, middle/junior high, or high

(Ord. No. 11-05, §1, 5-28-05)

Sec. 61-8-56. By-right retail, service, and commercial uses.

- (1) None.

(Ord. No. 11-05, §1, 5-28-05)

Sec. 61-8-57. By-right manufacturing and industrial uses.

- (1) None.

(Ord. No. 11-05, §1, 5-28-05)

Sec. 61-8-58. By-right other uses.

- (1) Antennas as provided for in ARTICLE XII, DIVISION 3, Subdivision G of this Chapter
- (2) Railroad right-of-way, not including storage tracks, yards, or buildings

ARTICLE VIII RESIDENTIAL ZONING DISTRICTS

Sec. 61-8-59 | Conditional uses.

- (3) Signs as provided for in ARTICLE VI of this Chapter
- (4) Urban garden as provided for in ARTICLE XII, DIVISION 3, Subdivision H of this Chapter

(Ord. No. 11-05, §1, 5-28-05; Ord. No. 10-13, §1, 04-16-13)

Sec. 61-8-59. Conditional uses.

Uses permitted conditionally in the R3 District are delineated in Sec. 61-8-60 through Sec. 61-8-64 of this Code. (See ARTICLE XII for a complete listing of all use regulations and standards, and ARTICLE XII, DIVISION 5 of this Chapter for accessory uses, including home occupations.)

(Ord. No. 11-05, §1, 5-28-05)

Sec. 61-8-60. Conditional residential uses.

- (1) Adult foster care facility
- (2) Fraternity or sorority house
- (3) Pre-release adjustment center
- (4) Residential substance abuse service facility
- (5) Multiple-family dwellings where fifty percent (50%) or more of the units are efficiency units.
- (6) School building adaptive reuses--residential

(Ord. No. 11-05, §1, 5-28-05; Ord. No. 21-12, §1, 11-2-12)

Sec. 61-8-61. Conditional public, civic, and institutional uses.

- (1) Cemeteries, including those containing mausoleums, crematories, or columbaria
- (2) Educational institution
- (3) Fire or police station and similar public building
- (4) Group day care home
- (5) Residential-area utility facilities, public
- (6) School building adaptive reuses—public, civic, and institutional

(Ord. No. 11-05, §1, 5-28-05; Ord. No. 21-12, §1, 11-2-12)

Sec. 61-8-62. Conditional retail, service, and commercial uses.

- (1) Bed and breakfast inn
- (2) Parking lots or parking areas for operable private passenger vehicles
- (3) School building adaptive reuses—retail, service, and commercial
- (4) Youth hostel/hostel

(Ord. No. 11-05, §1, 5-28-05; Ord. No. 13-11, §1, 8-23-11; Ord. No. 21-12, §1, 11-2-12)

ARTICLE VIII RESIDENTIAL ZONING DISTRICTS

Sec. 61-8-63 | Conditional manufacturing and industrial uses.

Sec. 61-8-63. Conditional manufacturing and industrial uses.

(1) None

(Ord. No. 11-05, §1, 5-28-05)

Sec. 61-8-64. Conditional other uses.

(1) Antennas as provided for in ARTICLE XII, DIVISION 3, Subdivision G of this Chapter

(2) Greenhouse as provided for in ARTICLE XII.DIVISION 3.Subdivision H of this Chapter

(3) Hoophouse as provided for in ARTICLE XII.DIVISION 3.Subdivision H of this Chapter

(4) Signs as provided for in ARTICLE VI of this Chapter.

(5) Urban farm as provided for in ARTICLE XII.DIVISION 3.Subdivision H of this Chapter

(Ord. No. 11-05, §1, 5-28-05; Ord. No. 10-13, §1, 04-16-13)

Sec. 61-8-65. Intensity and dimensional standards.

Development in the R3 District shall comply with the standards provided for in ARTICLE XIII, DIVISION 1, Subdivision A and in ARTICLE XIII, DIVISION 1, Subdivision B of this Chapter.

(Ord. No. 11-05, §1, 5-28-05)

Sec. 61-8-66. Other regulations.

For accessory parking regulations, see ARTICLE XIV, DIVISION 1, Subdivision E and ARTICLE XIV, DIVISION 1, Subdivision K of this Chapter.

(Ord. No. 11-05, §1, 5-28-05)

Sec. 61-8-67. Motor vehicle repair prohibited as home occupation.

Any type of repair or assembly of vehicles or equipment with internal combustion engines is prohibited as a home occupation as provided for in Sec. 61-12-382 through Sec. 61-12-392 of this Code. Incidental and accessory at-home motor vehicle repair is limited as follows:

(1) No motor vehicle may be repaired on residential property outside of a fully enclosed structure, except in the rear yard;

(2) No motor vehicle shall be repaired on residential property outside of a fully enclosed structure, except between the hours of 8:00 a.m. and 8:00 p.m.;

(3) No motor vehicle being repaired on residential property outside of a fully enclosed structure shall appear in a visibly dismantled state, or with parts or

ARTICLE VIII RESIDENTIAL ZONING DISTRICTS

Sec. 61-8-71 | Description.

components of the vehicle visibly separated from a vehicle, for a period of more than fourteen (14) consecutive days; and

- (4) No inoperable vehicle shall be stored in a residential yard area, unless the owner of the property has obtained a thirty (30) day sticker from the Police Department precinct where the residential property is located.

(Ord. No. 11-05, §1, 5-28-05)

Secs. 61-8-68–61-8-70. Reserved.

DIVISION 5. R4 THOROUGHFARE RESIDENTIAL DISTRICT

Sec. 61-8-71. Description.

This district is designed to be used primarily on major or secondary thoroughfares where the major use of the property is for low-medium density residential dwellings characterized, primarily, by rental apartment dwellings. Among others, uses permitted by right include multiple-family dwellings, single- and two-family dwellings, and certain other residentially related uses which can function most advantageously where located on these thoroughfares. Medical and dental clinics, motels or hotels, and certain types of non-profit uses may be permitted on a conditional basis subject to appropriate findings and compliance with required standards.

(Ord. No. 11-05, §1, 5-28-05; Ord. No. 13-11, §1, 8-23-11)

Sec. 61-8-72. Site plan review.

Site plan review is required for all Conditional Uses and for certain by-right uses. (See ARTICLE III, DIVISION 5)

(Ord. No. 11-05, §1, 5-28-05)

Sec. 61-8-73. By-right uses.

Uses permitted by right in the R4 District are delineated in Sec. 61-8-74 through Sec. 61-8-78 of this Code. (See ARTICLE XII for a complete listing of all use regulations and standards, ARTICLE III, DIVISION 5 to determine when Site Plan Review is required for by-right uses, and ARTICLE XII, DIVISION 5 for accessory uses, including home occupations.)

(Ord. No. 11-05, §1, 5-28-05)

Sec. 61-8-74. By-right residential uses.

- (1) Boarding school and dormitory
- (2) Child caring institution
- (3) Fraternity or sorority house
- (4) Loft

ARTICLE XI SPECIAL PURPOSE ZONING DISTRICTS AND OVERLAY AREAS

Sec. 61-11-174 | Conditional other uses.

Sec. 61-11-174. Conditional other uses.

- (1) Antennas as provided for in ARTICLE XII, DIVISION 3, Subdivision G of this Chapter.
- (2) Greenhouse as provided for in ARTICLE XII, DIVISION 3, Subdivision H of this Chapter
- (3) Hoophouse as provided for in ARTICLE XII, DIVISION 3, Subdivision H of this Chapter
- (4) Signs as provided for in ARTICLE VI of this Chapter.
- (5) Urban farm as provided for in ARTICLE XII, DIVISION 3, Subdivision H of this Chapter
- (6) Urban garden as provided for in ARTICLE XII, DIVISION 3, Subdivision H of this Chapter

(Ord. No. 11-05, §1, 5-28-05; Ord. No. 10-13, §1, 04-16-13)

Sec. 61-11-175. General intensity and dimensional standards.

Development in the SD1 District shall comply with the standards provided in Sec. 61-13-69 of this Code.

(Ord. No. 11-05, §1, 5-28-05)

Sec. 61-11-176. Accessory uses.

Regulations governing minimum yards for accessory uses in the R5 District shall apply to similar accessory uses in the SD1 District.

(Ord. No. 11-05, §1, 5-28-05)

Secs. 61-11-177–61-11-180. Reserved.

DIVISION 10. SD2—SPECIAL DEVELOPMENT DISTRICT, COMMERCIAL/RESIDENTIAL

Sec. 61-11-181. Description.

The SD2 District is designed for areas of the City where there is much investment interest and activity, and great development potential. Generally, in these areas, private developers have been active in changing the character of the area by increasing the intensity of development and converting land to both residential and commercial higher intensity uses. The SD2 District is designed to encourage one (1) portion of this development, and it will permit high-rise office and commercial structures with a controlled mix of transient and permanent residential facilities, together with appropriate service and retailing facilities and with an emphasis on entertainment venues.

(Ord. No. 11-05, §1, 5-28-05)

Sec. 61-11-182 | Site plan review.

Sec. 61-11-182. Site plan review.

All uses in the SD2 District are subject to site plan review as provided for in ARTICLE III, DIVISION 5 of this Chapter.

(Ord. No. 11-05, §1, 5-28-05)

Sec. 61-11-183. By-right uses.

Uses permitted by right in the SD2 District are delineated in Sec. 61-11-184 through Sec. 61-11-188 of this Code. (See ARTICLE XII for a complete listing of all use regulations and standards, and ARTICLE XII, DIVISION 5 for accessory uses, including home occupations.) Site Plan Review is required for all uses in the SD2 District.

(Ord. No. 11-05, §1, 5-28-05)

Sec. 61-11-184. By-right residential uses.

- (1) Lofts
- (2) Religious residential facilities in conjunction with religious institutions in the immediate vicinity

(Ord. No. 11-05, §1, 5-28-05)

Sec. 61-11-185. By-right public, civic, and institutional uses.

- (1) Child care center
- (2) Educational institution
- (3) Electric transformer station
- (4) Fire or police station, post office and similar public building
- (5) Gas regulator station
- (6) Library
- (7) Museum
- (8) Neighborhood center, nonprofit
- (9) Outdoor recreation facility
- (10) Religious institution
- (11) School, elementary, middle/junior high, or high
- (12) Telephone exchange building
- (13) Water works, reservoir, pumping station, or filtration plant

(Ord. No. 11-05, §1, 5-28-05)

Sec. 61-11-186. By-right retail, service, and commercial uses.

- (1) Art gallery
- (2) Automated teller machine

ARTICLE XI SPECIAL PURPOSE ZONING DISTRICTS AND OVERLAY AREAS

Sec. 61-11-187 | By-right manufacturing and industrial uses.

- (3) Bake shop, retail
- (4) Bank
- (5) Barber or beauty shop
- (6) Brewpub or microbrewery or small distiller, subject to Sec. 61-12-158(4)
- (7) Cabaret
- (8) Dry cleaning, laundry, or laundromat
- (9) Establishment for the sale of beer or intoxicating liquor for consumption on the premises
- (10) Medical or dental clinic, physical therapy clinic, or massage therapy clinic
- (11) Office, business or professional
- (12) Parking lots or parking areas for operable private passenger vehicles
- (13) Parking structure
- (14) Radio or television station
- (15) Recording studio or photo studio or video studio, no assembly hall
- (16) Recreation, indoor commercial and health club, excluding golf dome
- (17) Restaurant, carry-out or fast-food, located in a multi-story building and integrated into a mixed-use or multi-tenant development, and without drive-up or drive-through facilities
- (18) Restaurant, standard without drive-up or drive-through facilities
- (19) Retail sales and personal service in business and professional offices
- (20) Retail sales and personal service in multiple-residential structures
- (21) School or studio of dance, gymnastics, music, or art or cooking
- (22) Shoe repair shop
- (23) Stores of a generally recognized retail nature whose primary business is the sale of new merchandise

(Ord. No. 11-05, §1, 5-28-05; Ord. No. 34-05, §1, 12-06-05; Ord. No. 13-11, §1, 8-23-11; Ord. No. 21-12, §1, 11-2-12)

Sec. 61-11-187. By-right manufacturing and industrial uses.

- (1) Research or testing laboratory

(Ord. No. 11-05, §1, 5-28-05)

Sec. 61-11-188. By-right other uses.

- (1) Antennas as provided for in ARTICLE XII, DIVISION 3, Subdivision G of this Chapter.
- (2) Farmers market as defined in ARTICLE XVI.DIVISION 2.Subdivision G of this Chapter

Sec. 61-11-189 | Conditional uses.

- (3) Signs as provided for in ARTICLE VI of this Chapter.

(Ord. No. 11-05, §1, 5-28-05; Ord. No. 10-13, §1, 04-16-13)

Sec. 61-11-189. Conditional uses.

Uses permitted conditionally in the SD2 District are delineated in Sec. 61-11-190 through Sec. 61-11-194 of this Code. (See ARTICLE XII for a complete listing of all use regulations and standards, and ARTICLE XII, DIVISION 5 of this Chapter for accessory uses, including home occupations.)

(Ord. No. 11-05, §1, 5-28-05)

Sec. 61-11-190. Conditional residential uses.

- (1) Convalescent, nursing, or rest home
- (2) Fraternity or sorority house
- (3) Multiple-family dwelling
- (4) Residential use combined in structures with permitted commercial uses
- (5) Rooming house
- (6) Single-room-occupancy housing, nonprofit
- (7) Town house

(Ord. No. 11-05, §1, 5-28-05)

Sec. 61-11-191. Conditional public, civic, and institutional uses.

- (1) Hospital or hospice
- (2) Substance abuse service facility

(Ord. No. 11-05, §1, 5-28-05)

Sec. 61-11-192. Conditional retail, service, and commercial uses.

- (1) Arcade
- (2) Brewpub or microbrewery or small distillery, subject to Subsection 61-12-158(4) [Sec. 61-12-158(4)]
- (3) Dance hall, public
- (4) Hotel
- (5) Motor vehicle filling station
- (6) Motor vehicle services, minor
- (7) Pool or billiard hall
- (8) Private club, lodge, or similar use
- (9) Radio, television, or household appliance repair shop

ARTICLE XI SPECIAL PURPOSE ZONING DISTRICTS AND OVERLAY AREAS

Sec. 61-11-193 | Conditional manufacturing and industrial uses.

- (10) Specially designated distributor's (SDD) or specially designated merchant's (SDM) establishment
- (11) Theater and concert café, excluding drive-in theaters
(Ord. No. 11-05, §1, 5-28-05; Ord. No. 13-11, §1, 8-23-11)

Sec. 61-11-193. Conditional manufacturing and industrial uses.

- (1) None
(Ord. No. 11-05, §1, 5-28-05)

Sec. 61-11-194. Conditional other uses.

- (1) Heliports
- (2) Passenger transportation terminal
- (3) Signs as provided for in ARTICLE VI of this Chapter.
(Ord. No. 11-05, §1, 5-28-05)

Sec. 61-11-195. Intensity and dimensional standards.

Development in the SD2 District shall comply with the standards provided for in Sec. 61-13-70 of this Code.

(Ord. No. 11-05, §1, 5-28-05)

Secs. 61-11-196–61-11-200. Reserved.

DIVISION 11. SD3—SPECIAL DEVELOPMENT DISTRICT, TECHNOLOGY AND RESEARCH

Sec. 61-11-201. Description.

The SD3 District is designed for areas of the City where research facility development in a campus-like setting is practicable. In addition, the district is designed for areas of the City where the future general land use map of the Master Plan indicates usage other than "Residential."

Advances in industry and technology have created uses, which are related to industry and office or commercial uses, but may not be appropriate or function adequately in a typical industrial or business zoning district. The SD3 District provides an environment where "high technology" uses such as engineering, design, research and development, photonics/optics, computer assisted design, robotics research, numerical control equipment (CAD/CAM), prototype development and limited manufacturing, biotechnology lasers, medical research, food and materials testing, telecommunications, and related storage, warehousing and limited assembly operations associated with principal permitted uses can be located. The SD3 District will be located in a campus-type environment and so situated that uses will be developed without being negatively impacted by elements and conditions which are commonly found in a traditional industrial district and without negatively impacting uses found in a business district.

PROPOSED SD1/SD2 REVISION
City Council public hearing, June 12, 2014

5 DIVISION 10. SD2—SPECIAL DEVELOPMENT DISTRICT,
6 ~~COMMERCIAL/RESIDENTIAL~~ MIXED-USE

7 **Sec. 61-11-181. Description.**

8 ~~The SD2 District is designed for areas of the City where there is much investment interest~~
9 ~~and activity, and great development potential. Generally, in these areas, private developers have~~
10 ~~been active in changing the character of the area by increasing the intensity of development and~~
11 ~~converting land to both residential and commercial higher intensity uses. The SD2 District is~~
12 ~~designed to encourage one (1) portion of this development, and it will permit high-rise office~~
13 ~~and commercial structures with a controlled mix of transient and permanent residential~~
14 ~~facilities, together with appropriate service and retailing facilities and with an emphasis on~~
15 ~~entertainment venues. The SD2 District is designed to encourage a complementary mixture of~~
16 ~~uses including residential, business, and office uses that are compatible in a neighborhood~~
17 ~~center. This zone will serve surrounding residential areas with consumer goods and services. It~~
18 ~~is the purpose of these regulations to encourage mixed-use developments that are compatible~~
19 ~~with the surrounding area and promote pedestrian activity. Size thresholds listed in this~~
20 ~~Divison are provided for convenience and also appear in Article XII; they may be appealed to~~
21 ~~the Board of Zoning Appeals.~~

1 **Sec. 61-11-182. Site plan review.**

2 All new construction and conditional uses in the SD2 District are subject to site plan review
3 as provided for in ARTICLE III, Division 5 of this Chapter.

4 (Ord. No. 11-05, §1, 5-28-05)

5 **Sec. 61-11-184. By-right residential uses.**

6 (1) Lofts

7 (2) Multiple-family dwelling where combined in structures with permitted first-floor
8 commercial use

9 ~~(2)~~ (3) Religious residential facilities in conjunction with religious institutions in the
10 immediate vicinity

11 (4) Residential use combined in structures with permitted (first floor) commercial use

12 (Ord. No. 11-05, §1, 5-28-05)

13 **Sec. 61-11-185. By-right public, civic, and institutional uses.**

14 (1) Child care center

15 (2) Educational institution

16 ~~(3) Electric transformer station~~

17 (4) (3) Fire or police station, post office and similar public building

18 ~~(5) Gas regulator station~~

19 ~~(6)~~ (4) Library

20 ~~(7)~~ (5) Museum

- 1 ~~(8)~~ ~~(6)~~ Neighborhood center, nonprofit
- 2 ~~(9)~~ ~~(7)~~ Outdoor recreation facility
- 3 ~~(10)~~ ~~(8)~~ Religious institution
- 4 ~~(11)~~ ~~(9)~~ School, elementary, middle/junior high, or high
- 5 ~~(12)~~ Telephone exchange building
- 6 ~~(13)~~ Water works, reservoir, pumping station, or filtration plant

7 (Ord. No. 11-05, §1, 5-28-05)

8 **Sec. 61-11-186. By-right retail, service, and commercial uses.**

- 9 ~~(1)~~ Animal-grooming shop
- 10 ~~(2)~~ Art gallery
- 11 ~~(2)~~ ~~(3)~~ Automated teller machine not accessory to another use on the same zoning lot,
- 12 which is stand-alone, without drive-up or drive-through facilities
- 13 ~~(3)~~ ~~(4)~~ Bake shop, retail
- 14 ~~(4)~~ ~~(5)~~ Bank without drive-up or drive-through facilities
- 15 ~~(5)~~ ~~(6)~~ Barber or beauty shop
- 16 ~~(6)~~ ~~(7)~~ Brewpub or microbrewery or small distillery, ~~subject to Sec. 61-12-158(4)~~
- 17 ~~(7)~~ Cabaret
- 18 (8) Dry cleaning, laundry, or laundromat
- 19 (9) Establishment for the sale of beer or intoxicating liquor for consumption on the
- 20 premises

- 1 (10) Medical or dental clinic, physical therapy clinic, or massage therapy clinic
- 2 (11) Nail salon
- 3 ~~(11)~~ (12) Office, business or professional
- 4 ~~(12)~~ (13) Parking lots or parking areas, accessory, for operable private passenger vehicles,
- 5 not farther than the maximum distance specified in ARTICLE XIV, Division 1 of this
- 6 Chapter
- 7 ~~(13)~~ Parking structure
- 8 (14) Pet shop
- 9 (15) Printing or engraving shops not exceeding five thousand (5,000) square feet of gross
- 10 floor area with a minimum of 10 percent of the gross floor area being used as a retail
- 11 store for the sale of the goods produced
- 12 ~~(14)~~ (16) Radio or television station
- 13 ~~(15)~~ (17) Recording studio or photo studio or video studio, no assembly hall
- 14 ~~(16)~~ (18) Recreation, indoor commercial and health club, excluding golf dome
- 15 (17) (19) Restaurant, carry-out or fast-food, food, located in a multi-story building and
- 16 integrated into a mixed-use or multi-tenant development, and without drive-up or
- 17 drive-through facilities without drive-up or drive-through facilities
- 18 ~~(18)~~ (20) Restaurant, standard without drive-up or drive-through facilities
- 19 ~~(19)~~ (21) Retail sales and personal service in business and professional offices
- 20 ~~(20)~~ (22) Retail sales and personal service in multiple-residential structures
- 21 ~~(21)~~ (23) School or studio of dance, gymnastics, music, or art or cooking
- 22 ~~(22)~~ (24) Shoe repair shop

- 1 (e) Coffee roasting
- 2 (f) Door, sash, or trim manufacture
- 3 (g) Draperies manufacture
- 4 (h) Flag or banner manufacture
- 5 (i) Glass blowing
- 6 (j) Knit goods manufacturing
- 7 (k) Leather goods manufacture or fabrication

8 (4) General: Low-impact Manufacturing or Processing facilities as defined in Sec.
9 61-16-124 of this Code

10 (5) Jewelry manufacture

11 (6) Lithographing, and sign shops

12 (7) Trade services, general, with the exception of cabinet making

13 (8) Wearing apparel manufacturing

14 (Ord. No. 11-05, §1, 5-28-05)

15 **Sec. 61-11-190. Conditional residential uses.**

16 (1) Convalescent, nursing, or rest home

17 (2) Fraternity or sorority house

18 (3) Multiple-family dwelling

1 ~~(4) Residential use combined in structures with permitted commercial uses~~

2 ~~(5) (4) Rooming house~~

3 ~~(6) (5) Single-room-occupancy housing, nonprofit~~

4 ~~(7) (6) Town house~~

5 (Ord. No. 11-05, §1, 5-28-05)

6 **Sec. 61-11-191. Conditional public, civic, and institutional uses.**

7 (1) Electric transformer station

8 (2) Gas regulator station

9 ~~(4) (3) Hospital or hospice~~

10 ~~(2) (4) Substance abuse service facility~~

11 (5) Telephone exchange building

12 (6) Water works, reservoir, pumping station, or filtration plant

13 (Ord. No. 11-05, §1, 5-28-05)

14 **Sec. 61-11-192. Conditional retail, service, and commercial uses.**

15 (1) Arcade

16 ~~(2) Brewpub or microbrewery or small distillery, subject to Subsection 61-12-158(4)~~

17 (2) Cabaret

18 (3) Customer service center without drive-up or drive-through facilities

19 ~~(3) (4) Dance hall, public~~

20 ~~(4) (5) Hotel~~

- 1 ~~(6)~~ Kennel, commercial
- 2 ~~(7)~~ Motel
- 3 ~~(5)~~ ~~(8)~~ Motor vehicle filling station
- 4 ~~(6)~~ ~~(9)~~ Motor vehicle services, minor
- 5 ~~(10)~~ Parking lots or parking areas, commercial
- 6 ~~(11)~~ Parking lots or parking areas, accessory for operable private passenger vehicles,
7 farther than the maximum distance specified in ARTICLE XIV, Division 1 of this
8 Chapter
- 9 ~~(12)~~ Parking structure having at least sixty percent (60%) of the ground floor devoted to
10 commercial space or other space oriented to pedestrian traffic
- 11 ~~(7)~~ ~~(13)~~ Pool or billiard hall
- 12 ~~(14)~~ Printing or engraving shops exceeding five thousand (5,000) square feet of gross
13 floor area with a minimum of ten percent (10%) of the gross floor area being used
14 as a retail store for the sale of the goods produced
- 15 ~~(8)~~ ~~(15)~~ Private club, lodge, or similar use
- 16 ~~(9)~~ ~~(16)~~ Radio, television, or household appliance repair shop
- 17 ~~(17)~~ Secondhand store and secondhand jewelry store
- 18 ~~(10)~~ ~~(18)~~ Specially designated distributor's (SDD) or specially designated merchant's
19 (SDM) establishment
- 20 ~~(19)~~ Tattoo and/or piercing parlor

1 ~~(14) (20) Theater, excluding and concert café, excluding and drive-in theaters, exceeding~~
2 one hundred fifty (150) fixed seats

3 (21) Youth hostel/hostel

4 (Ord. No. 11-05, §1, 5-28-05; Ord. No. 13-11, §1, 8-23-11)

5 **Sec. 61-11-193. Conditional manufacturing and industrial uses.**

6 ~~(1) None~~

7 When considering the conditional uses specified in this sections, the factors listed in Sec.
8 61-2-84(b)(2), Sec. 61-2-84(b)(3), and Sec. 61-2-84(b)(14) of this Code shall be considered.

9 The following uses not exceeding five thousand (5,000) square feet of gross floor area and
10 having a minimum of ten percent (10%) of the gross floor area being used as a retail store for
11 the sale of the goods produced:

12 (1) General: High/medium-impact Manufacturing or Processing limited to
13 furniture manufacturing

14 (2) Machine shop

15 (3) Trade services, general limited to cabinet making

16 (Ord. No. 11-05, §1, 5-28-05)

17 **Sec. 61-11-194. Conditional other uses.**

18 ~~(1) Heliports~~

19 ~~(2) (1) Passenger transportation terminal~~

20 ~~(3) (2) Signs as provided for in Article VI of this Chapter.~~

1 (3) Urban Garden not exceeding 0.5 acres in size as provided for in ARTICLE XII,

2 DIVISION 3, Subdivision H of this Chapter

3 (Ord. No. 11-05, §1, 5-28-05)

4 **Sec. 61-11-195. Intensity and dimensional standards.**

5 Development in the SD2 District shall comply with the standards provided for in Sec. 61-
6 13-70 of this Code and as follows.

7 (1) Front Setback:

8 (a) A minimum front setback is not required.

9 (b) The maximum front setback allowed shall be the average of the front setback of
10 the buildings located on each side of the subject building or twenty (20) feet,
11 whichever is less. Parking in front of a neighboring building does not count as a
12 front setback.

13 (c) Off-street parking shall be prohibited in the front setback.

14 (2) Rear Setback:

15 (a) If an alley is to the rear of a single-story building, a minimum rear setback is not
16 required. If no alley is present, single-story buildings shall have a minimum rear
17 setback of ten (10) feet.

18 (b) Where land zoned R1, R2, R3, R4, R5, R6, residential PD is located to the rear,
19 multi-story buildings shall have a rear setback of ten (10) feet if an alley is to the
20 rear of the building and thirty (30) feet if one is not present.

1 (c) Multiple-family dwellings shall have a rear setback of ten (10) feet if an alley is
2 present and thirty (30) feet if one is not present.

3 (3) Side Setback: No minimum side setback is required except where building is adjacent to
4 land zoned R1, R2, R3, or R4. Where adjacent to land zoned R1, R2, R3, or R4,
5 the side setback shall be calculated using Formula A.

6 (4) Off-street parking location: Parking shall be prohibited between the street and front facade
7 of the building.

8 (5) Maximum height: forty-five (45) feet for non-mixed-use, sixty (60) feet for mixed-use, not
9 to exceed five (5) stories. Where a lot fronts on a right-of-way which is more than
10 sixty (60) feet wide and where the outermost point of the proposed building is at
11 least forty (40) feet from all R1, R2, and R3 Districts, the maximum height may be
12 increased one (1) foot for each one (1) foot of right-of-way width greater than
13 sixty (60) feet.

14 (Ord. No. 11-05, §1, 5-28-05)

Lesley C. Carr, Esq.
Chairperson
Lisa Whitmore Davis
Vice Chair/Secretary

City of Detroit

CITY PLANNING COMMISSION
208 Coleman A. Young Municipal Center
Detroit, Michigan 48226
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e-mail: cc-cpc@detroitmi.gov

Brenda Goss Andrews
David Esparza, AIA, LEED
Karen M. Gage
Frederick E. Russell, Jr.
Arthur Simons
Roy Levy Williams

TO: City Planning Commission

FROM: M. Rory Bolger, Staff

RE: **Request of Stacy Mulloy for the rezoning of 1701 Trumbull Avenue and 1512 Bagley Avenue from R3 (Low-Density Residential District) to SD2 (Special Development District, Commercial/Residential)**

DATE: June 3, 2014

On Thursday, June 5, 2014, the City Planning Commission (CPC) will take up the request of Stacy Mulloy in a 5:00 PM public hearing to amend District Map No. 1 of the Detroit Zoning Ordinance, Chapter 61, Article XVII to show an SD2 (Special Development District, Commercial/Residential) zoning classification where an R3 (Low-Density Residential District) zoning classification currently exists.

PROPERTY DESCRIPTION

The subject property consists of two lots and is located at the northwest corner of Trumbull Avenue and Bagley Avenue in the Corktown neighborhood—a local historic district. (The historic designation of the property would remain unchanged.) The corner lot, 1701 Trumbull, has one hundred thirty (130) feet of frontage on Trumbull and fifty (50) feet of frontage along Bagley.

At the time of Corktown's local historic designation in 1984, the report from the Historic Designation Advisory Board reported the following concerning 1701 Trumbull Avenue which, at that time, and until recently, was occupied by the Bagley-Trumbull Market:

“The three-story Italianate brick structure on the corner of Trumbull and Bagley was built by 1877, because George F. Steadley and Company, grocers, were located in the building in that year. There have been a steady list of grocers in this building ever since. John Maul, grocer, lived above his store in 1878, and Joseph A. Taylor, grocer, was there in 1882. Lena and Charles Reiss' grocery was there from 1883 until the mid-1890s. Two gentlemen from Malta purchased the building in 1943 and one of them [Joe Vella] is still the owner today.

“The commercial structure at 1701 Bagley is a Victorian Italianate commercial building with a storefront on the first floor and living quarters above. Much of the original storefront has been retained.... The building at 1707 Trumbull is a very handsome,

relatively unaltered ‘corner store’ of the 1870s. Attached to its north is a later, early twentieth century addition.” (Pg. 12.)

1512 Bagley is a vacant lot abutting the west lot line of 1701 Trumbull with twenty-five (25) feet of frontage on Bagley, extending one hundred thirty (130) along the side lot lines to the east/west alley first north of Bagley. The two adjacent lots cover 9,750 square feet, or 0.22 acres.

The taxpayer of record for the two lots is the Alphonse de Tonty, LLC. Brian Mulloy, the husband of Stacy Mulloy, is the principal of that corporation; Ms. Mulloy is representing the LLC at the rezoning.

REQUEST

Ms. Mulloy seeks rezoning of the R3 property in order to redevelop the existing building into a mixed-use development with up to four commercial spaces on the ground floor and residential units on upper floors. The existing R3 zoning classification prohibits commercial uses. The proposed mixed-use development is under consideration by Detroit City Council under the Obsolete Property Rehabilitation Act for tax credits. The description of anticipated development, as noted in Item 9 of the rezoning application, says:

“Transform the obsolete property at 1701 Trumbull from 1 apartment, 2 vacant floors and 1 underutilized, rundown beer/wine store into 3 apartments and 3 retail spaces, returning the first floor commercial space to its historic, dense configuration. On the vacant, blighted lot of 1512 Bagley Ave. build a new infill mixed-use space for retail on the first floor and upper floor apartments, helping to improve the walkability of the neighborhood and positively re-activate a corner of Corktown.”

PLANNING CONSIDERATIONS

Surrounding Zoning and Land Use

The zoning classification and land uses surrounding the subject area are as follows:

- North: R3 (Low-Density Residential District) – houses on Leverette Street.
- East: R3 (Low-Density Residential District) along Trumbull Avenue—St. CeCe’s restaurant (nonconforming), off-street parking, and one house.
- South: PD on the south side of Bagley—Clement Kern Gardens housing development.
- West: R3 along Bagley—houses, vacant lots—possibly former parking lots catering to Tiger Stadium traffic;
B4 at the northeast corner of Tenth Street and Bagley—vacant lot, possibly former parking lot catering to Tiger Stadium traffic.

Zoning Considerations

Trumbull Avenue, for much of its length from Porter Street in the Corktown neighborhood to the Edsel Ford Freeway (I-94) in the Woodbridge neighborhood, is characterized by a mixture of residential, commercial, and light industrial development. Much of the Trumbull corridor is zoned as residential, resulting in many nonconforming uses, including the subject property. Some of the existing nonconforming uses pre-date Detroit’s first zoning ordinance of 1940; other

existing nonconforming uses were permitted by the Board of Zoning Appeals at a time when the BZA had authority to grant use variances for prohibited uses. The nonconforming use label is typically an obstacle for lending or insurance purposes.

Master Plan Consistency and Detroit Future City

The Master Plan of Policies places the subject site within the Corktown subsector of Neighborhood Cluster 4. The “existing land use” on the Master Plan map is identified as “Commercial” and the “future land use” is “Low-Medium Density Residential.”

The Detroit Future City 50-Year Land Use Scenario Corktown as “Neighborhood Center.”

“Neighborhood Centers are vibrant mixed-use environments that are hubs for commercial, community, and recreational activities for adjacent residential areas. These neighborhoods incorporate a limited mix of commercial employment and retail uses, and support a diverse range of residential housing types from multi-family to townhouse to detached single-family. Neighborhood retail is integrated into the residential fabric in nodes or along commercial strips. Public spaces include neighborhood parks or squares, as well as integrated landscapes. Schools, recreation centers, libraries, cultural centers, or places of worship provide institutional anchors.” (Pg. 114)

Mr. Evans of the Planning and Development Department will provide comment as to the proposed rezoning’s consistency with the Master Plan.

Land Use Considerations

The existing R3 District lists 43 permitted uses: 22 uses permitted on a by-right basis—none of them commercial or industrial—and 21 uses on a conditional basis—4 of them commercial.

The proposed SD2 District lists 42 uses permitted on a by-right basis and 23 on a conditional basis—65 total uses.

However, it is anticipated that by the time the subject property could be rezoned, a new Zoning Ordinance text amendment for the SD1 and SD2 Districts will have gone into effect. The updated SD2 District would specify 48 uses permitted on a by-right basis and 39 on a conditional basis. SD2, as currently on the books and as envisioned for the future is clearly intended to favor mixed-use development. The proposed project for 1710 Trumbull and 1512 Bagley would be permitted under both the current and anticipated SD2 District classifications.

The City Planning Commission earlier voted to recommend approval of the revised SD2 to City Council; the Charter-mandated public hearing on the SD1/SD2 text amendment is scheduled at City Council for June 12, 2014.

Corktown Citizens’ District Council

CPC staff attended the Corktown Citizens’ District Council (CDC) meeting of May 19, 2014 to discuss both the SD1/SD2 Zoning Ordinance text amendment and to preview the proposed rezoning of 1701 Trumbull and 1512 Bagley. The applicant was unable to attend that meeting, but the CDC indicated its interest in reaching out to Ms. Mulloy for further discussion. The CDC observed the poor fit between the existing R3 zoning along Trumbull Avenue in Corktown

and any future non-residential development and acknowledged SD1 and SD2 as possible facilitators of future development. The CDC hoped to convene a special meeting prior to June 5th and may be present at the rezoning hearing with its advice and comments

REZONING CRITERIA

The Planning Commission will want to consider at the hearing whether the land uses permitted under SD2 are appropriate for the area, whether the existing R3 should remain in place, or whether some other zoning district classification would be more appropriate than R3 or SD2. The criteria germane to the Commission's recommendation to City Council are specified in Sec. 61-3-80:

Sec. 61-3-80. Approval criteria.

Recommendations and decisions on an amendment of a zoning map in ARTICLE XVII of this Chapter shall be based on consideration of all of the following criteria:

- (1) Whether the proposed amendment corrects an error or meets the challenge of some changing condition, trend or fact;*
- (2) Whether the proposed amendment is consistent with the Master Plan and the stated purposes of this Zoning Ordinance;*
- (3) Whether the proposed amendment will protect the health, safety, and general welfare of the public;*
- (4) Whether the City and other service providers will be able to provide adequate public facilities and services to the subject property, while maintaining adequate levels of service to existing development;*
- (5) Whether the proposed rezoning will have significant adverse impacts on the natural environment, including air, water, soil, wildlife, and vegetation and with respect to anticipated changes in noise and regarding stormwater management;*
- (6) Whether the proposed amendment will have significant adverse impacts on other property that is in the vicinity of the subject tract;*
- (7) The suitability of the subject property for the existing zoning classification and proposed zoning classification; and*
- (8) Whether the proposed rezoning will create an illegal "spot zone."*

CONCLUSION

The June 5th public hearing will afford the Commission the opportunity to take into account information presented by the applicant as well as from the public and city staff. Attached for your review are the notice of public hearing, the rezoning application, the description and use lists for the R3 District, the description and use lists for the SD2 District (as currently on the books), and the description and use lists for the SD2 District (as anticipated to be adopted). Staff anticipates presenting a recommendation at the Commission's meeting subsequent to the public hearing if the Commission is prepared to receive it..

Attachments

cc: Stacy Mulloy
Mark Crowley, Corktown CDC
Trisha Stein, Interim Director, P&DD
Melvin Hollowell, Corporation Counsel



June 3, 2014

Ron Cooley
President, Corktown Business Association
2122 Michigan Ave
Detroit, MI 48216

City Planning Commission
208 Coleman A. Young Municipal Center
Detroit, MI 48226

Dear City Planning Commission:

I am writing this letter on behalf of the Corktown Business Association. We are a group with over 80 dues paying members interested in supporting the neighborhood with strong businesses and community partnerships.

The Corktown Business Association endorses the rezoning of 1701 Trumbull Street and 1512 Bagley Street from R3 (low-density residential district) to SD2 (special development district, commercial/residential). The rezoning supports our vision to grow Corktown as an entrepreneur-friendly, dense, walkable neighborhood while helping to revitalize another corner within the city.

Sincerely,

A handwritten signature in cursive script that reads "Ron Cooley". The signature is written in black ink and is positioned to the right of the word "Sincerely,".

Ron Cooley



June 4, 2014

Dear Members of the Rezoning Committee:

The members of the Corktown Citizens District Council urge you to support the rezoning of the parcels at the corner of Bagley St. and Trumbull St., owned by Brian and Stacy Mulloy, from R3 to SD2.

We think the rezoning will allow more flexibility in the types of businesses allowed to operate, while still maintaining the character and history of smaller-scale businesses in the neighborhood. Rather than a zoning variance, rezoning the parcels will permit multiple retail spaces, thereby increasing the number of businesses in the area and making Corktown a more walkable community.

The proposed co-working space, in addition to the residential units above, will also help to support the businesses on the first floor. Additionally, the upper floor residential spaces increase available housing, which will continue to be a need as Corktown grows.

We hope you will support the rezoning of the parcels from R3 to SD2.

Sincerely,

Rebecca Nobichaud

Mark E. Crowley

Corktown Citizens District Council

Lesley C. Carr, Esq.
Chairperson
Lisa Whitmore Davis
Vice Chair/Secretary

City of Detroit

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Brenda Goss Andrews
Thomas Christensen
Karen Gage
Frederick E. Russell, Jr.
Arthur Simons
Roy Levy Williams

NOTICE OF PUBLIC HEARING

A public hearing will be held by the City Planning Commission in the Committee of the Whole Room, 13th Floor of the Coleman A. Young Municipal Center, 2 Woodward Avenue, Detroit, Michigan 48226, on

THURSDAY, JUNE 5, 2014 AT 5:20 PM

to consider the request of Nassar management LLC to amend Map No. 41 of Chapter 61, Article XVII of the 1984 Detroit City Code, Zoning to approve a rezoning from the R2 (Two Family Residential) to B4 (General Commercial) zoning district on property located at 4800 West Fort Street and 746 Morrell Street, on the north side of West Fort Street and on the east side of Morrell Street. The CPC is requesting a rezoning from the R2 zoning classification to the B1 (Restricted Business District) for 750, 754, and 762 Morrell. The location of the requested rezoning is specifically indicated as the hatched area on the accompanying map.

This proposed change from R2 to B4 is being requested to allow for the expansion of the parking area of the existing gas station. The location of the requested rezoning is specifically indicated as the cross-hatched area on the accompanying map. The change from R2 to B1 is to bring the zoning closer to conformance with the Master Plan's commercial designation, while allowing the residential uses to remain conforming uses.

The current and proposed zoning district classifications are described as follows:

R2 Two-Family Residential District

The district is designed to protect and enhance those areas developed or likely to develop with single- or two-family dwellings. The district regulations are designed to promote a suitable environment for homes and for activities connected with family life. The only principal uses permitted by right are single- and two-family dwellings. Additional uses are conditional.

B1 Restricted Business District

The B1 District is designed to provide an adequately controlled transition in land use from residential to business and commercial uses and is mapped accordingly. Permitted uses are limited to those which are desirable and can be fitted into such a transitional pattern of land use. Front, side, and rear setbacks are required of all permitted residential and commercial uses. To protect housing adjacent or across an alley, a lot line wall is required of nonresidential uses where adjacent to, or across an alley from, residential property.

B4 General Business District

The B4 General Business District provides for business and commercial uses of a thoroughfare-oriented nature. In addition to these uses, other businesses, which may benefit by drawing part of

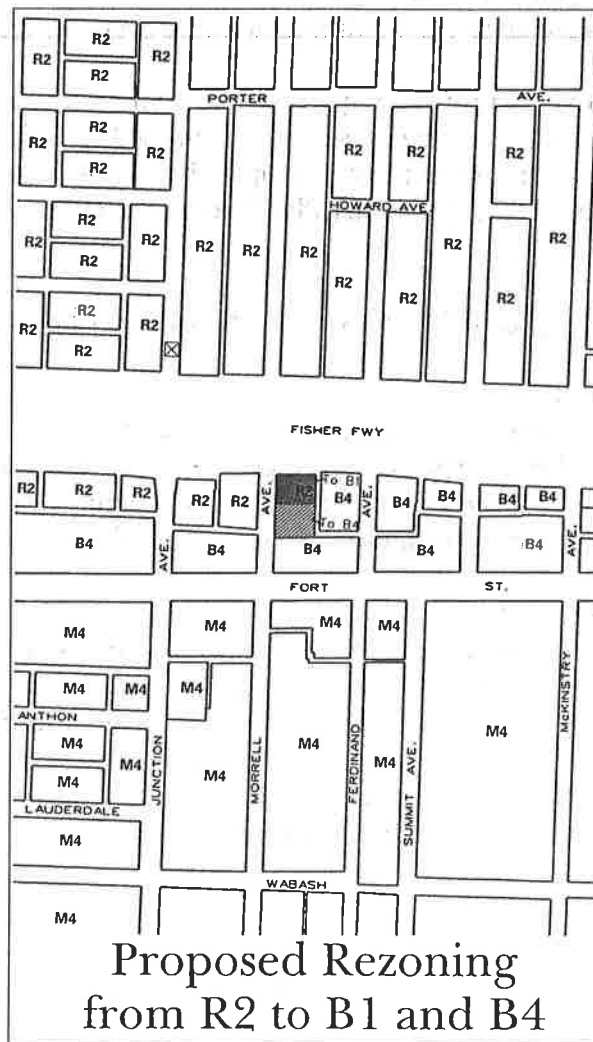
their clientele from passing traffic are permitted. Additional uses, which may be successfully blended with permitted by-right uses, are conditional.

This proposed map amendment is being considered by the City Planning Commission in accordance with the provisions of Article III, Division 3 of the Detroit Zoning Ordinance.

Rezoning requires the approval of the City Council after a public hearing and after receipt of a report and recommendation by the City Planning Commission.

You may present your views on this proposal by attending this hearing, by authorizing others to represent you, or by writing to this office prior to the hearing: 2 Woodward Avenue, Room 208, Detroit, Michigan 48226 (FAX: 313-224-4336). Because it is possible that some who are affected by this proposal may not have been notified, it is suggested that you kindly inform your neighbors so that they too may express their positions if they so desire.

An interpreter for the hearing impaired will be present at the meeting if requested at least 48 hours in advance. To request that an interpreter for the hearing impaired be present at the meeting, please call (313) 224-4946. For further information on this proposal or the public hearing, please call (313) 224-6225.



Lesley C. Carr, Esq.
Chairperson
Lisa Whitmore Davis
Vice Chair/Secretary

City of Detroit

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Brenda Goss Andrews
Thomas Christensen
Karen M. Gage
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Roy Levy Williams

TO: City Planning Commission

FROM: Gregory Moots, staff

RE: Request of Nassar Management LLC to amend Map No. 41 to show an R2 (Two Family Residential) where a B4 (General Commercial) zoning district is shown on a portion of the property located at 4800 West Fort Street and on 746 Morrell Street, and of the City Planning Commission to show a R2 zoning classification where a B1 (Restricted Business District) is shown on 750, 754, and 762 Morrell, all of which are on the north side of West Fort Street and on the east side of Morrell Street

DATE: June 3, 2014

The City Planning Commission (CPC) has received the request of Nassar Management LLC to amend Map No. 41 of Chapter 61, Article XVII of the 1984 Detroit City Code, Zoning to approve a rezoning from the R2 (Two Family Residential) to B4 (General Commercial) zoning district on the northern portion of the property located at 4800 West Fort Street and on 746 Morrell Street, on the north side of West Fort Street and on the east side of Morrell Street. The CPC (via the findings of staff) is requesting a rezoning from the R2 zoning classification to the B1 (Restricted Business District) for three adjacent properties: 750, 754, and 762 Morrell. The location of the requested rezoning is specifically indicated as the hatched area on the accompanying public hearing notice. This request will be reviewed under the approval criteria specified in Division 3 of Article III of the Detroit Zoning Ordinance (Chapter 61 of the 1984 Detroit City Code).

PROPOSED DEVELOPMENT

Due to split zoning, the rezoning from R2 to B4 would encompass the northern portion, including the parking lot, of 4800 W. Fort Street, between Morrell and Ferdinand Streets. Also proposed is the rezoning from R2 to B4 of one lot, 746 Morrell Street, to the north that the applicant owns.

The rezoning of the three additional residential lots on Morrell, 750, 754, and 762, are proposed to be rezoned from R2 to B1. The CPC is the petitioner for these lots, as Nassar Management LLC does not own them. One of these homes, 750, is vacant and owned by the Detroit Land Bank Authority. The other two are privately owned but CPC staff has not been able to contact them. Single-family residential homes are allowed uses in this district so they would not become non-conforming.

The current zoning of R2 does not allow the gas station use. The applicant wishes to use the rezoned portions of the site for parking, as the gas station is already B4. The site proposed to be rezoned from R2 to B1 would allow for the transition of that side of the block adjacent to the gas station to commercial uses and allow the gas station to put up a landscaped berm as a screen between his use and the houses, as opposed to the wall that would be required between the R-zoning and the gas station. The applicant states that when semi-trucks back in they knock down walls, and also walls attract graffiti. .

SURROUNDING LAND USE AND ZONING

To the north: Expressway

To the south: Vacant commercial, M4

To the east: Southwest Public Safety Center, B4

To the west: Bank, B4 and residential, R2

REVIEW

In accordance with the rezoning criteria of the Zoning Ordinance (Section 61-3-80), reviews of proposed map amendment should be conducted in light of the following relevant criteria, with staff's analysis following in italics:

(1) Whether the proposed amendment corrects an error or meets the challenge of some changing condition, trend or fact; *The parking on the current site is inadequate for the current business.*

(2) Whether the proposed amendment is consistent with the Master Plan and the stated purposes of this Zoning Ordinance; *The Planning and Development Department has determined that the use is consistent. The Master Plan shows CT (Thoroughfare Commercial) for the area between W. Fort Street and the expressway.*

(6) Whether the proposed amendment will have significant adverse impacts on other property that is in the vicinity of the subject tract; *The gas station use does not change and the use of the R2 parcel as parking should not have a significant impact on the adjacent residential uses to the north if there is proper screening. The use of the parcels proposed to be rezoned to B1 is not proposed to change at this time.*

(7) The suitability of the subject property for the existing zoning classification and proposed zoning classification; and *The Master Plan seems to indicate that it is suitable, and much of the adjacent development is commercial or institutional and contains parking.*

(8) Whether the proposed rezoning will create an illegal "spot zone." *It does not appear that would be the case.*

Attachments

Lesley C. Carr, Esq.
Chairperson
Lisa Whitmore Davis
Vice Chair/Secretary

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Brenda Goss Andrews
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NOTICE OF PUBLIC HEARING

A public hearing will be held by the City Planning Commission in the Committee of the Whole Room, 13th Floor of the Coleman A. Young Municipal Center, 2 Woodward Avenue, Detroit, Michigan 48226, on

THURSDAY, JUNE 5, 2014 AT 5:50 PM

to consider the request of Mission Point of Detroit, LLC. to approve a rezoning from the R3 (Low-Density Residential) to R5 (Medium Density Residential) zoning district on Map No. 2 of Chapter 61, Article XVII of the 1984 Detroit City Code, Zoning, located at 2102 Orleans Street, south of Antietam Street and west of Dequindre. The location of the requested rezoning is specifically indicated as the shaded area on the accompanying map.

This proposed change is being requested to allow for the conversion of the existing adult foster home to a skilled nursing facility.

The current and proposed zoning district classifications are described as follows:

R3 Low Density Residential District

This district is designed as a low-density multi-family district. The regulations are designed to promote and encourage town and terrace house development, courts, and garden apartments. It is intended that this district be used primarily on local thoroughfares thereby encouraging a suitable environment for family life. Among others, uses permitted by right include single and two-family dwellings, town houses, multi-family dwellings, and community facilities necessary to serve a residential district.

R5 Medium Density Residential District

This district is designed to provide for a range of residential development from the single-family detached dwelling to medium-density multiple-family dwellings. The primary use in this district will be the rental apartment structure. In addition to permitted residential uses, certain specified non-residential uses which can be properly blended into this district may be permitted.

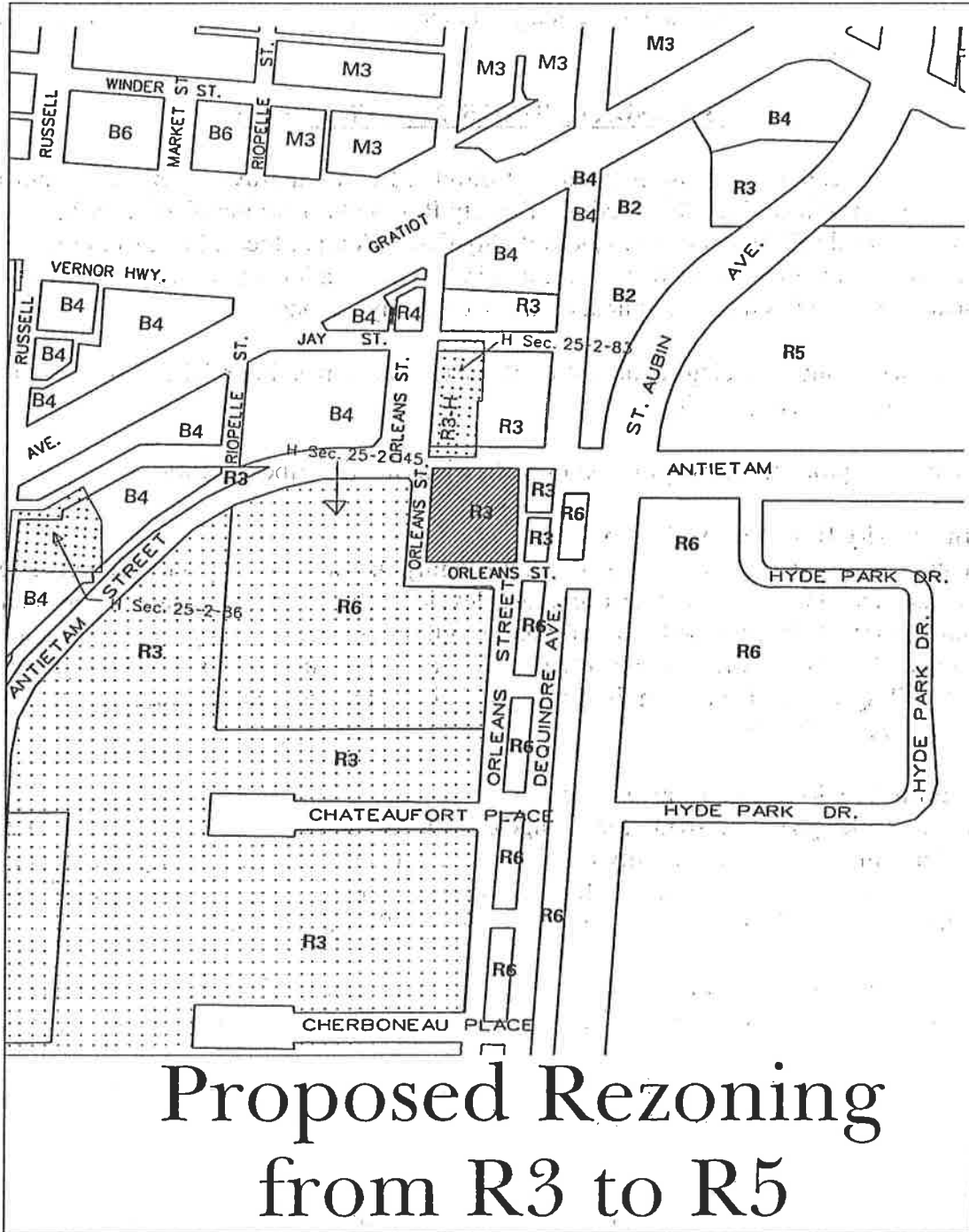
This proposed map amendment is being considered by the City Planning Commission in accordance with the provisions of Article III, Division 3 of the Detroit Zoning Ordinance.

Rezoning requires the approval of the City Council after a public hearing and after receipt of a report and recommendation by the City Planning Commission.

You may present your views on this proposal by attending this hearing, by authorizing others to represent you, or by writing to this office prior to the hearing: 2 Woodward Avenue, Room 208,

Detroit, Michigan 48226 (FAX: 313-224-4336). Because it is possible that some who are affected by this proposal may not have been notified, it is suggested that you kindly inform your neighbors so that they too may express their positions if they so desire.

An interpreter for the hearing impaired will be present at the meeting if requested at least 48 hours in advance. To request that an interpreter for the hearing impaired be present at the meeting, please call (313) 224-4946. For further information on this proposal or the public hearing, please call (313) 224-6225.



City Planning Commission
202 Coleman A. Young Municipal Center
Detroit, Michigan 48226
(313) 224-6225 (phone)
(313) 224-4336 (fax)

CPC File #: _____

Date of Filing: 5-8-14

RE: 2102 Orleans

APPLICATION FOR A ZONING CHANGE

The City Council of the City of Detroit requires a report and recommendation from the City Planning Commission on all rezoning proposals before it takes final action. Please provide the following information regarding the proposal, so that the Commission may proceed in its review and processing of this request.

Section 61-3-3 of the Detroit Zoning Ordinance states that application for rezoning may be initiated by petition from:

1. all owners of the property that is the subject of the application;
2. the owners' authorized agents;
3. any review or decision-making body; or
4. other persons with a legal interest in the subject property, such as a purchaser under contract.

Petitions of the City Council are to be made through the City Clerk via separate written request prepared by the applicant or the completion of form available from the City Planning Commission.

The applicant will be notified at least seven (7) days prior to the meeting at which the proposal will appear on the Commission's agenda.

The applicant (or a representative of the applicant) is expected to be in attendance at the required public hearings to present the proposal and to answer any questions regarding the matter.

The City Planning Commission may request all necessary information pertaining to proposed ordinances for the regulation of development in carrying out its duties as set forth in Section 4-402 and 6-204 of the City Charter.

Failure to answer all pertinent questions and to supply all of the requested information will delay processing of this proposal.

NOTE: Applicants proposing a rezoning or modification to the PD (Planned Development), PC (Public Center), PCA (Restricted Central Business District) and the SD5 (Special Development District, Casinos) zoning district classifications must complete a different application which may be obtained from our office.

Signature of Applicant: 

Date: 5/7/2014

ZONING FEE:

Effective January 11, 1995, the applicant will be charged a fee for the processing of a rezoning application. The fee schedule is as follows:

Size of Property	Fee
One acre or less	\$350.00
Over one acre	\$350.00 for the first acre plus \$25.00 for each additional acre to a maximum of \$1,000.00

Payment of the fee must be in the form of a check or money order payable to the "City of Detroit – Treasurer." When the City Planning Commission has accepted payment, the applicant should formally submit the petition to the office of the City Clerk.

ZONING CHANGE PROCEDURES:

A change in the zoning classification on property located within the City of Detroit requires action by the City Planning Commission (after the holding of a State-required public hearing) and approval by the City Council (after the holding of a Charter-required public hearing).

A change in zoning usually takes from three to four months to accomplish (from the date of submittal of the application to the effective date of the zoning change).

At each of the required public hearings, all owners of property, residents, businesses and known community organizations within 300 feet of the property in question are notified of the proposal and of the time, date and place of the hearing. The applicant will be responsible for posting public notice of the public hearing on the property in question in a manner acceptable to the Planning Commission. The persons so notified are invited to attend the hearing, hear presentations on what is being proposed, and express their opinions on the proposal if they so desire.

It is mandatory that the applicant, or the applicant's officially designated representative, attend both of the public hearings and justify to the satisfaction of the members of the City Planning Commission and the members of the City Council that the current zoning classification is inappropriate, and that the proposed change and resultant development can take place and be accomplished without adversely affecting the surrounding properties.

1. Name of Applicant: Mission Point of Detroit, LLC

Address of Applicant: 721 Elmwood

City, State & Zip Code: Troy, MI 48083

Telephone Number: (248) 577-2632

2. Name of Property Owner: Daughters of Divine Charity of Detroit
(If same as above, write "SAME")

Address of Property Owner: 225 East 72nd Street

City, State & Zip Code: New York, NY 10021

Telephone Number: ()

3. Present Zoning of Subject Parcel: R-3

4. Proposed Zoning of Subject Parcel: R-5

5. Address of Subject Parcel: 2102 Orleans 48207

between Chestnut and Antietam
(Street) (Street)

6. General Location of Subject Property: South of Gratiot, East of I-375, North of Lafayette, and West of St. Aubin

7. Legal Description of Subject Parcel: *(May be attached)*

See attached.

8. Size of Subject Parcel (Dimensions): 204.58 x 225.71 x 215.35 x 225.21

(Acreage): +/- 1.09 acres

9. Description of anticipated development:

The property is currently used for up to 60 units of adult foster care. The applicant proposes to convert the building to a licensed, skilled nursing facility with 59 beds. There will be significant improvements and renovations to the existing building, however, the overall size of the building and footprint will NOT be increased.

10. Reason why the present zoning classification is not appropriate and why the proposed zoning classification is more appropriate:

The present zoning classification does not allow for a skilled nursing facility and the proposed zoning does. The applicant will not increase the size of the building footprint and will actually reduce the maximum number of residents from 60 to 59.

11. Zoning of Adjacent Properties:

To the North - R3 & R3-H

To the South - R6

To the East - R3

To the West - R6 & B4

12. Development of Adjacent Properties:

To the North - St. Joseph Catholic Church

To the South - Apartments

To the East - Former railroad line, now Dequindre Cut Greenway Trail

To the West - Apartments and Detroit Housing Commission offices

13. Community Organizations and/or Block Clubs contacted by applicant:

Group Name/Address	Contact Person/Phone Number

14. Adjacent Property Owners, Businesses or Residents contacted by Applicant:

Name	Indicate: Owner Business Resident	Address	Address of Adjacent Property	Phone

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

The land situated in the County of Wayne, City of Detroit, State of Michigan, is described as follows:

Lot 7, of LAFAYETTE PARK SUBDIVISION, according to the plat thereof as recorded in Liber 80 of Plats, pages 87 through 91, both inclusive, Wayne County Records.

Tax Item No. 1844-56/Ward 7

Commonly: 2102 Orleans, Detroit, Michigan.

FIRST AMENDMENT TO PURCHASE AGREEMENT

THIS FIRST AMENDMENT TO PURCHASE AGREEMENT (this "Amendment") is made effective as of February 14, 2014 (the "Effective Date"), by and between **DAUGHTERS OF DIVINE CHARITY OF DETROIT**, a Michigan non-profit corporation ("Seller"), and **MISSION POINT HEALTHCARE HOLDINGS, LLC**, a Michigan limited liability company ("Purchaser").

RECITALS

A. Seller and Purchaser entered into that certain Real Estate Purchase Agreement, dated effective as of December 23, 2013 (the "Purchase Agreement"), in connection with the purchase and sale of the property located at 2102 Orleans Street, Detroit, Michigan, as more fully described therein.

B. Subject to the terms and conditions contained herein, Seller and Purchaser wish to amend the terms of the Purchase Agreement in order to reflect the agreement of Seller and Purchaser with respect to certain matters contained therein.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties, the parties do hereby covenant and agree as follows:

1. Definitions. Capitalized terms which are used but not defined in this Amendment shall have the meanings ascribed to such terms as set forth in the Purchase Agreement.

2. Purchaser's Termination Rights. In reference to Section 4.2(c) and Section 4.4 of the Purchase Agreement, Purchaser hereby waives its right to terminate the Purchase Agreement; except that Purchaser shall have the right to terminate the Purchase Agreement and receive a refund of the Deposit in the event Purchaser is not able to obtain reasonable assurances from the City of Detroit, in the form of a zoning and use letter, which states that Purchaser's Intended Use is permissible at the Property. Purchaser shall have thirty (30) days from the Effective Date of this Amendment to satisfy or waive the above-referenced contingency. If Purchaser fails to provide written notice of its election to terminate within such thirty (30) day period, Purchaser's right to terminate under Section 2 of this Amendment shall be waived.

3. Licenses/Permits. In reference to Section 4(d) of the Purchase Agreement, in the event Purchaser has not received the final CON approval from the State of Michigan to transfer the Existing Licenses to the Property by the expiration of the Licensing Period of April 15, 2014, then Purchaser shall have the option, by giving written notice to Seller within three (3) business days from and after receipt of the Initial CON Approval (as such term is defined below), but in all events prior to April 15, 2014, to extend the Licensing Period as set forth herein. Upon receipt by Purchaser of the initial CON approval (for the acquisition of the Existing Licenses) (the "Initial CON Approval"), Purchaser shall have right to extend the Licensing Period to the date which is ninety (90) days from and after receipt by Purchaser of the Initial CON Approval. Purchaser represents that it has commenced the CON application process with respect to the Existing Licenses, has diligently pursued approval of such CON application, and will continue to diligently pursue and use commercially reasonable efforts to obtain approval of such CON

application to transfer the Existing Licenses. Furthermore, Purchaser covenants that it will commence the process of filing the application for final CON approval for the transfer of the Existing Licenses to the Property within three (3) business days after receipt of the Initial CON Approval. In the event Purchaser elects to extend the Licensing Period as set forth herein, then the date of the Closing shall take place within fourteen (14) business days from and after expiration of the Licensing Period, as extended.

4. Assignment. In reference to Section 12.1 of the Purchase Agreement, Purchaser hereby assigns its rights, title and interest in and to the Purchase Agreement to Mission Point of Detroit, LLC, a Michigan limited liability company; and Seller consents to such assignment. Purchaser represents and warrants that Mission Point of Detroit, LLC is under common ownership with, and is owned and controlled, by the same principals, members and managers as Purchaser. Mission Point of Detroit, LLC hereby accepts such assignment and agrees to assume any and all covenants and obligations as Purchaser under the Purchase Agreement, as amended by this Amendment.

5. Ratification. Except as expressly provided in this Amendment, all of the terms and provisions of the Agreement shall remain unaffected, unchanged and unimpaired by reason of this Amendment. The Purchase Agreement, as amended by this Amendment, is hereby ratified, confirmed and continued in full force and effect.

6. Counterparts. This Amendment may be executed in counterparts, in which case all such counterparts taken together shall constitute one and the same instrument which is binding upon all parties hereto, notwithstanding that all of the parties are not signatories to the original or the same counterpart. Facsimile and PDF/Adobe Acrobat signatures shall be treated as original signatures hereon.

[signatures on following page(s)]

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment as of the Effective Date.

SELLER:

DAUGHTERS OF DIVINE CHARITY OF DETROIT

By: Sister M. William McGovern
Name: Sister M. William McGovern
Its: President

PURCHASER:

MISSION POINT HEALTHCARE HOLDINGS,
LLC, a Michigan limited liability company

By: _____
Name: _____
Its: _____

MISSION POINT OF DETROIT, LLC, a Michigan
limited liability company

By: _____
Name: _____
Its: _____

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment as of the Effective Date.


SELLER:

DAUGHTERS OF DIVINE CHARITY OF DETROIT


By: _____
Name: Sister M. William McGovern
Its: President

PURCHASER:

**MISSION POINT HEALTHCARE HOLDINGS,
LLC, a Michigan limited liability company**


By: _____
Name: H. Roger Mali
Its: Manager

**MISSION POINT OF DETROIT, LLC, a Michigan
limited liability company**


By: _____
Name: H. Roger Mali
Its: Manager

REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT (this "Agreement") is made this 23rd day of December, 2013, by and between **DAUGHTERS OF DIVINE CHARITY OF DETROIT**, a Michigan non-profit corporation, whose address is 225 East 72nd Street, New York, New York 10021 ("Seller"), and **MISSION POINT HEALTHCARE HOLDINGS, LLC**, a Michigan limited liability company, whose address is 721 Elmwood Road, Troy, Michigan 48083 ("Purchaser").

RECITALS:

A. Seller is the owner of certain land commonly known as 2102 Orleans Street, Detroit, Michigan commonly known as St. Mary's Residence (the "Project"), as more fully described on Exhibit A attached hereto, (the "Land") together with Seller's interest, if any, in the following: (i) all buildings and other improvements located thereon; (ii) all fixtures and equipment, licenses, permits and all personal property used in connection with the Project, including, but not limited to, all furniture (including, but not limited to, all tables, chairs, couches, common area furnishings, beds, dressers and closets), appliances, stoves, ovens, refrigerators, utensils, cooking items, linens, machinery, tools and window treatments, but specifically excluding the items set forth on Exhibit B (collectively, the "Personal Property"); (iii) all air, oil, gas, mineral and, riparian rights, and tenements, hereditaments, privileges and appurtenances belonging or in any way appertaining thereto, if any; (iv) all land lying in the bed of any street, road or avenue adjoining the Land to the center line thereof; and (v) all easements, whether or not recorded, strips and rights-of-way abutting, adjacent, contiguous, or adjoining the Land (collectively, the "Property").

B. Seller has agreed to sell, and Purchaser has agreed to purchase, the Property pursuant to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the sums of money reflected herein, the abovementioned recitals which are hereby included as part of the agreement and made binding upon the parties, the mutual covenants herein contained, and other good and valuable consideration, the receipt and adequacy of which are mutually acknowledged, the parties agree as follows:

ARTICLE 1 PURCHASE AND SALE

1.1 Sale and Conveyance. On the terms and conditions set forth in this Agreement, Seller agrees to sell to Purchaser, and Purchaser agrees to purchase from Seller, all of Seller's right, title and interest in and to the Property.

**ARTICLE 2
PURCHASE PRICE**

2.1 Purchase Price. The total purchase price for the Property shall be **Five Hundred Fifty Thousand No/100 Dollars (\$550,000.00)** hereinafter, (the "Purchase Price") which shall be paid at Closing (as defined below) in immediately available funds, less the Deposit (as defined below) and subject to adjustments and prorations as set forth in this Agreement.

**ARTICLE 3
DEPOSIT**

3.1 Deposit. Immediately upon execution of this Agreement by Purchaser, Purchaser shall deliver to First American Title Insurance Company ("Escrow Agent"), whose address is 100 Bloomfield Hills Parkway, Suite 195, Bloomfield Hills, Michigan 48304, the sum of **Fifty Five Thousand and No/100 Dollars (\$55,000.00)** in immediately available funds (the "Deposit"), representing the earnest money deposit hereunder. Except as specifically set forth herein, the Deposit shall become non-refundable on February 14, 2014 (the "Inspection Period Expiration Date"). The Deposit shall be held by Escrow Agent in a non-interest bearing account and paid to Seller at the Closing as a credit against the Purchase Price or otherwise disbursed as provided for in this Agreement.

**ARTICLE 4
"AS IS" SALE; INSPECTION; TITLE AND SURVEY**

4.1 AS IS SALE. PURCHASER AGREES TO TAKE THE PROPERTY "AS IS", "WHERE IS" AND "WITH ALL FAULTS". PURCHASER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER SELLER NOR ITS AGENTS, CONTRACTORS OR REPRESENTATIVES HAVE MADE ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (a) THE NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (b) THE INCOME WHICH MAY BE DERIVED FROM THE PROPERTY, (c) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (d) THE HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, OR (e) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING TITLE, PRIVATE OR PUBLIC ROADS, TERMITES, HAZARDOUS WASTE OR MATERIALS INCLUDING, WITHOUT LIMITATION, ASBESTOS, PCBs, LEAD, UREA FORMALDEHYDE AND ALL MATERIALS OR SUBSTANCES DEEMED HAZARDOUS UNDER THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY REGULATIONS OR UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY

ACT OF 1980, AS AMENDED, AND REGULATIONS PROMULGATED THEREUNDER, OR ANY SIMILAR FEDERAL, STATE OR LOCAL LAWS.

4.2 Inspection and Licensing Periods.

(a) Inspection Period Defined. The term "Inspection Period," as used herein, shall mean the period commencing on the date of this Agreement and ending at 5:00 p.m. Detroit, Michigan time on the Inspection Period Expiration Date.

(b) Purchaser's Inspection Rights. During the Inspection Period and after reasonable advance notice to Seller of no less than 24 hours, Purchaser and its agents and representatives shall be entitled to enter upon the Property to perform inspections of the Property, including surveys, structural testing and inspections, environmental studies, similar due diligence activities and other tests to determine the suitability of the Property as a licensed, skilled, nursing home (the "Intended Use"). Purchaser shall be accompanied by a representative of Seller at any time it enters the Property. Purchaser will not disrupt the business or operations of the Property and will not conduct structural or invasive testing without Seller's prior written consent, such consent not to be unreasonably withheld, conditioned or delayed. Purchaser will be solely responsible for any and all costs relating to its due diligence inspections. Purchaser shall deliver to Seller, at no cost to Seller, copies of all reports, studies and test results obtained in connection with its inspections. Purchaser shall repair any damage to the Property caused by any such tests or investigations, and Purchaser shall indemnify Seller from any and all liabilities, claims, costs and expenses, including attorney's fees, resulting therefrom. The foregoing indemnification obligations shall survive Closing or the termination of this Agreement.

(c) Purchaser's Termination Rights. If, during the Inspection Period, Purchaser determines in its sole discretion that the Property is not suitable for the Intended Use, Purchaser may terminate this Agreement by giving written notice of such election to Seller on any day prior to and including the Inspection Period Expiration Date. Any such notice shall state with particularity the objective result upon which Purchaser is relying and the reasons why they indicate that the Property is not suitable for the Intended Use. Upon such termination, the Deposit shall be returned to Purchaser and, except as expressly set forth herein, neither party shall have any further liability or obligation to the other hereunder. If the Purchaser does not provide such written notice prior to the Inspection Period Expiration Date, this Agreement shall continue in full force and effect and the Deposit shall be non-refundable except as specifically provided herein.

(d) Licenses/Permits. Promptly, but within fifteen (15) days after the date of this Agreement, Purchaser will commence and work diligently to obtain such approvals and assurances from the State of Michigan to issue the Certificate of Need ("CON") for the approval of the transfer a sufficient number of its existing skilled nursing home licenses in the City of Detroit (the "Existing Licenses") to transfer its existing operations to the Project, and approval of the appropriate local and state agencies that the Intended Use will be permitted, which may include, without limitation, site plan approval, zoning variances and other approvals (the "Approvals"). Seller, at Purchaser's sole cost and expense, will reasonably cooperate with Purchaser with respect to submittals of any such site plan, zoning or other applications in

connection with obtaining the Approvals. In the event Purchaser does not terminate this Agreement prior to the Inspection Period Expiration Date and has not obtained the CON approval to transfer the Existing Licenses or the other Approvals, Purchaser shall have an additional period until April 15, 2014 (the "Licensing Period"); for the purpose of (x) transferring the Existing Licenses to the Property and obtaining the CON; and (y) obtaining all such other Approvals as may be necessary, required or prudent in Purchaser's sole judgment for the Intended Use. If after using diligent efforts to obtain same Purchaser is unable to transfer the Existing Licenses, obtain the CON, or obtain the Approvals, Purchaser may elect to terminate this Agreement prior to the end of the Licensing Period by giving written notice of such election to Seller. Upon such termination, the Deposit shall be returned to Purchaser and, except as expressly set forth herein, neither party shall have any further liability or obligation to the other hereunder. If the Purchaser does not provide such written notice on or before the last day of the Licensing Period, this Agreement shall continue in full force and effect and the Deposit shall be non-refundable except as specifically provided herein.

4.3 Survey. Prior to the Inspection Period Expiration Date, Purchaser may, at its own expense, obtain a survey of the Property sufficient to enable the Escrow Agent to delete any preprinted exception to coverage for matters that would be shown by an actual physical survey of the Property. In the event that Purchaser decides not to obtain a survey of the Property, Purchaser shall indemnify, defend and hold harmless Seller, from and against any and all causes of actions, damages or other claims, of any kind or nature whatsoever with respect to any matter that may have been discovered by use of a survey.

4.4 Evidence of Title. Within ten (10) days from the date of Seller's execution of this Agreement, Seller, at its own expense, shall obtain and deliver to Purchaser a commitment for an owner's policy of title insurance from the Escrow Agent to insure Purchaser as the holder of fee simple title to the Land, in an amount equal to the full amount of the Purchase Price, together with a copy of all recorded documents affecting the Property which constitute encumbrances against the Property or exceptions to Seller's title (the "Title Commitment"). If the Title Commitment shall contain any encumbrances or exceptions which, in the opinion of Purchaser and/or Purchaser's counsel, render title to the Land unacceptable to Purchaser, in Purchaser's sole discretion, Purchaser shall notify Seller of such exceptions in writing within ten (10) days of the date on which Purchaser has received the Title Commitment, and Seller shall have ten (10) days from the date of such notification to attempt, if it so elects, to eliminate such encumbrances or exceptions. With respect to any such encumbrances or exceptions which Seller has not eliminated within the aforesaid period, Purchaser shall, within ten (10) days thereafter, either (a) waive its objections to and accept title subject to such encumbrances or exceptions; or (b) terminate this Agreement, whereupon the Deposit shall be promptly returned to Purchaser, and this Agreement shall thereafter be of no further force or effect. Any encumbrances or exceptions to which Purchaser does not object shall be deemed "Permitted Exceptions." If Purchaser fails to make such election within such ten (10) day period, Purchaser shall be deemed to have elected to waive its objections to and accept title subject to such encumbrances or exceptions. Concurrently with the Closing, Seller shall order and pay for a policy of title insurance to be issued pursuant to the Title Commitment, dated the day of Closing, in the full amount of the Purchase Price, insuring title to the Land in Purchaser (the "Title Policy"), without

standard exceptions; provided, however, if Purchaser fails to obtain and deliver to the Title Company an adequate survey so that the Title Company will remove the survey exception, an exception relating to same shall be deemed acceptable to Purchaser. If Purchaser desires to obtain any endorsements to the Title Policy, it shall obtain same at its own expense.

4.5 Personal Property. Notwithstanding anything in this Agreement to the contrary, transfer of the Personal Property from Seller to Purchaser shall be consummated by Seller's delivery of a bill of sale, and Purchaser hereby acknowledges that such transfer by Seller is without any warranty of any kind, except for warranty as to title but specifically excluding those items described on Exhibit B which shall be retained by Seller or the owner thereof. Prior to Closing, Seller shall remove the glass panels described on Exhibit B.

ARTICLE 5 CLOSING

5.1 The closing shall take place on within thirty (30) days from and after the expiration of the Licensing Period at 10:00 AM Eastern Time or such earlier date as Seller and Purchaser may elect (the "Closing"), at the offices of Escrow Agent, provided that all conditions hereof have been fulfilled or have been waived in writing by the respective party entitled to waive the same.

5.2 The purchase and sale of the Property shall be consummated by the following:

(a) Execution and delivery by Seller of: (i) a covenant deed in recordable form, conveying to Purchaser fee simple title to the Property, subject only to the Permitted Exceptions (the "Deed") and (ii) a quitclaim bill of sale transferring title to the Personal Property, if any.

(b) Execution by Seller and Purchaser of an assignment and assumption of any and all leases or resident agreements, if any, with respect to the Project, including without limitation any unwritten, month-to-month resident agreements (collectively, the "Resident Agreements"). The assignment and assumption shall provide that Purchaser shall provide accommodations for all existing residents at the Project and shall indemnify and hold harmless Seller from and against any and all liability, claims, demands, breaches, suits or any other cause of action (collectively, the "Claims") relating to, arising out of, or otherwise in connection any Resident Agreements, which Claims relate to any event on or after the date of Closing.

(c) Execution and delivery by Seller of a Real Estate Transfer Tax Valuation Affidavit.

(d) Delivery of a Closing Statement duly executed by Seller and Purchaser providing for the prorations and adjustments required hereunder.

(e) Execution and delivery of an affidavit certifying that Seller is not a "foreign person" as defined in Section 1445 of the United States Internal Revenue Code of 1986,

as amended, containing, inter alia, Seller's federal employer identification number and other required information.

- (f) Delivery of the Title Policy or a marked-up Title Commitment.
- (g) Payment by Purchaser to Seller of the Purchase Price, plus or minus the net amount of any prorations and adjustments required hereunder.
- (h) Delivery by Seller of possession of the Property to Purchaser at Closing, subject only to the Permitted Exceptions and the rights of residents of the Project.
- (i) Execution and delivery by Purchaser and Seller of such other documents, assignments and/or other instruments as may be required by any other provision of this Agreement or as may reasonably be required to carry out the terms and intent of this Agreement or as may be reasonably required by the Title Company for the purpose of issuing the Title Policy.

ARTICLE 6 PRORATIONS

The following items shall be prorated between the parties and shall be adjustments to the Purchase Price:

- 6.1 The Property is tax exempt. Accordingly, there will be no tax prorations.
- 6.2 All utility and other operating costs shall be prorated as of the date of Closing, however all utility and operating costs attributable to the period prior to the date of Closing shall be allocated to Seller. Electric, gas and water meters shall be read as of the date of Closing.
- 6.3 Any local, state or county transfer taxes payable upon or in connection with the recording of the Deed shall be paid by Seller at Closing.
- 6.4 Seller shall pay for all necessary title insurance premiums, including, all search, continuation and later-date fees in connection therewith but excluding premiums for endorsements.
- 6.5 Purchaser shall pay the recording fees for the recording of the Deed and the cost of any endorsements to the Title Policy.
- 6.6 Purchaser and Seller shall split (50-50) any closing fees charged by Title Company to close this transaction.
- 6.7 Each party shall pay its own attorneys' fees.
- 6.8 All other items customarily prorated or required by any other provision of this Agreement to be prorated or adjusted.

ARTICLE 7 DEFAULT

7.1 In the event of material default by Purchaser under this Agreement, Seller may, at Seller's sole option, declare this Agreement terminated and retain the earnest money deposit as liquidated damages, as Seller's sole and exclusive remedy. The parties acknowledge and agree that actual damages in such event are uncertain in amount and difficult to ascertain and that said amount of liquidated damages was reasonably determined.

7.2 In the event of material default by Seller under this Agreement, Purchaser's sole remedy is to either: (i) to terminate this Agreement and receive a refund of the Deposit as liquidated damages or (ii) elect to seek specific performance to enforce the terms of this Agreement.

ARTICLE 8 REPRESENTATIONS AND WARRANTIES

8.1 Seller warrants and represents that as of the date hereof and at Closing:

(a) To Seller's knowledge, there are no actions, suits, claims or proceedings having been instituted or threatened against or affecting the Property at law or in equity or before any federal, state or municipal governmental department or agency or instrumentality thereof.

(b) Seller has been duly and validly authorized to execute and deliver this Agreement and Seller has full power and authority to enter into this Agreement and to consummate the transactions contemplated herein. Neither the execution of this Agreement nor the consummation of the transactions contemplated herein is restricted by or violates any contractual or other obligation of Seller.

(c) Seller is not a "foreign person" as such term is defined in Section 1445 of the United States Internal Revenue Code of 1986, as amended.

(d) Seller shall continue to maintain, operate and repair the Project from date of this Agreement through the date of Closing and in accordance with Seller's customary and typical use and operation. From and after the Inspection Period Expiration Date, through the date of Closing, Seller will not enter into new leases for the space at the Property, and will not amend, modify or terminate any Resident Agreements, prior to the date of Closing except with Purchaser's consent which will not be unreasonably withheld or conditioned.

(e) To the best knowledge of Seller: (1) attached as **Exhibit C** is a list of the current residents of the Project; and (2) all of the Resident Agreements are unwritten and rent is collected only on a month to month basis.

8.2 Purchaser warrants and represents that as of the date hereof and at Closing:

(a) The execution and delivery of this Agreement by Purchaser, and the performance of this Agreement by Purchaser, have been duly authorized by Purchaser, and this Agreement is binding on Purchaser and enforceable against Purchaser in accordance with its terms. No consent of any creditor, investor, judicial or administrative body, governmental authority, or other governmental body or agency, or other party to such execution, delivery and performance by Purchaser is required except notice by Seller to the Michigan Department of Human Services, Bureau of Children and Adult Licensing ("BCAL"), as to the proposed sale of the Project to Purchaser, which form of notice is attached as Schedule 8.2(a).

(b) The execution and delivery of, and consummation of the transactions contemplated by this Agreement is not prohibited by, and will not conflict with, constitute grounds for termination of, or result in the breach of any of the agreements or instruments to which Purchaser is now party or by which it is bound, or to Purchaser's knowledge, any order, rule or regulation of any court or other governmental agency or official.

(c) Purchaser is qualified to operate the Project as a licensed adult foster care facility and as a skilled nursing home.

(d) The representations and warranties contained in this Section 8.3 shall survive the Closing for a period of twelve (12) months.

ARTICLE 9
CONDITIONS TO SELLER'S OBLIGATIONS; PURCHASER'S
INDEMNITY; EMPLOYEES

9.1 Notwithstanding anything to the contrary contained in this Agreement, Seller's and Purchaser's obligations to close the transactions contemplated under this Agreement is absolutely conditioned and contingent on each of the following conditions and contingencies ("Conditions Precedent") being satisfied in their reasonable discretion or the written waiver thereof:

(a) Within fifteen (15) days after the date of this Agreement, Purchaser shall deliver to Seller written evidence satisfactory to Seller, in Seller's reasonable discretion, that Purchaser has submitted to BCAL (i) written notice of the proposed acquisition of the Project by Purchaser; and (ii) a complete and appropriate licensure application to become licensee of the Project and/or to transfer the residents of the Project to another location operated by Purchaser; and,

(b) Purchaser shall provide evidence to Seller from BCAL acknowledging the sale of the facility and receipt of an acceptable licensure application by Purchaser.

If any of the foregoing conditions or contingencies are neither satisfied nor waived prior to the expiration of the Licensing Period, then either Seller or Purchaser shall have the right to terminate this Agreement whereupon, the Deposit shall be returned to Purchaser, and this Agreement shall thereafter be of no further force or effect. Any termination of this Agreement

under this Section 9.1 shall be by written notice delivered by the party terminating to the other party prior to expiration of the Licensing Period.

9.2 Purchaser shall indemnify, protect, defend and hold Seller harmless from and against any and all losses, damages, claims, causes of action, judgments, damages, costs and expenses that Seller suffers or incurs as a result of: (i) any claim by BCAL or the State of Michigan regarding the operation of the Project after the date of Closing; and, (ii) any claim, injury to persons or property damage caused by or resulting from the Purchaser's operation of the Project, including without limitation any claim by any resident of the Project after the date of Closing. Purchaser's indemnification pursuant to this Section shall indefinitely survive the Closing.

9.3 At Seller's sole discretion, Seller may elect to terminate any of its employees effective as of the time of Closing or at any time prior to Closing. Prior to Closing, Purchaser shall not contact any of Seller's employees without the consent of Seller which consent shall not be unreasonably withheld. A representative of Seller shall have the right to participate in any meetings between Purchaser and Seller's employees.

ARTICLE 10 CASUALTY LOSS

10.1 As used herein, the term "Casualty Loss" means any destruction by fire, storm or other casualty, or any taking or pending or threatened taking, in condemnation or under the right of eminent domain, of the Property or a portion thereof, in each case, prior to Closing. Seller shall promptly give Purchaser written notice ("Casualty Notice") of any Casualty Loss of which Seller becomes aware. In the event of a Casualty Loss in excess of One Hundred Thousand and No/100 Dollars (\$100,000.00), Purchaser shall have the option, which must be exercised within thirty (30) days after its receipt of the Casualty Notice, to terminate this Agreement or to proceed with the Closing. If Purchaser elects to terminate this Agreement, the Deposit shall be returned to Purchaser and all rights, duties, obligations and liabilities created hereunder shall cease. If Purchaser elects to proceed with Closing, whether or not the Casualty Loss exceeds One Hundred Thousand and No/100 Dollars (\$100,000.00), it shall acquire the Property in accordance with the terms hereof and Seller shall transfer to Purchaser all of its rights to unpaid insurance proceeds, claims, awards and other payments arising out of such Casualty Loss and pay to Purchaser all sums paid to Seller as insurance proceeds, awards or other payments arising out of such Casualty Loss. Seller shall not voluntarily compromise, settle or adjust any amounts payable by reason of any Casualty Loss without first obtaining the written consent of Purchaser. The terms and provisions of this Article 10 shall survive the Closing.

ARTICLE 11 BROKERS

11.1 Seller and Purchaser each represent and covenant to each other that they have utilized the services of NAI Farbman ("Broker") in connection with this transaction. Seller acknowledges sole responsibility for payment to Broker for Seller's and Purchaser's fees in connection with this transaction. Moreover, Seller and Purchaser shall hold each other harmless

from any and all liability for brokerage commissions, finder's fees or other expenses arising in connection with the sale of the Property as may be claimed by any other party(ies) alleging to have been retained by either party.

ARTICLE 12 MISCELLANEOUS

12.1 The covenants and agreements herein contained shall bind and inure to the benefit of the successors and assigns of Seller and Purchaser. Purchaser shall not assign this Agreement without Seller's consent which consent may be withheld by Seller in Seller's sole discretion. Should Seller consent to an assignment of this Agreement, Purchaser shall remain primarily liable for the performance of Purchaser's obligations under this Agreement. Any such assignment shall not be effective unless such assignment is made pursuant to a written instrument in which assignee agrees to assume all of the obligations of Purchaser under this Agreement.

12.2 For purposes of this Agreement, all notices shall be in writing and shall be addressed to the party or parties being notified at the address set forth below or at such other address as a party may from time to time designate in writing.

If to Purchaser: Mission Point Management Services, LLC
721 Elmwood Road
Troy, Michigan 48083
E-mail: rmali@wolfsonbolton.com
Fax: (248) 247-7099

If to Seller: Daughters of Divine Charity of Detroit
225 East 72nd Street
New York, New York 10021
Attention: Roy Weydig
E-mail: royweydig@gmail.com
Fax:

With a copy to: Adam M. Fishkind
Dykema Gossett PLLC
39577 Woodward Avenue, Suite 300
Bloomfield Hills, Michigan 48304
E-mail: afishkind@dykema.com
Fax: 855-236-1204

Notice may be given by postage prepaid, certified or registered mail, return receipt requested, e-mail, fax, or by overnight courier. Notice shall be deemed given upon receipt by the party being notified. If notice is given via fax or e-mail, a copy of such notice shall be delivered the next business day by overnight courier.

12.3 This Agreement shall be governed by the laws of the State of Michigan.

12.4 This written Agreement, including all exhibits attached hereto and documents to be delivered pursuant hereto, shall constitute the entire agreement and understanding of the parties, and there are no other prior or contemporaneous written or oral agreements, undertakings, promises, warranties, or covenants not contained herein.

12.5 This Agreement may be amended only by a written memorandum subsequently executed by both of the parties hereto.

12.6 No waiver of any provision or condition of this Agreement by any party shall be valid unless in writing signed by such party. No such waiver shall be taken as a waiver of any other or similar provision or of any future event, act or default.

12.7 Headings of sections are for convenience of reference only, and shall not be construed as part of this Agreement.

12.8 This Agreement may be executed in any number of counterparts and all counterparts when so executed shall constitute one and the same Agreement.

12.9 Time shall be of the essence.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

SELLER:

**DAUGHTERS OF DEVINE CHARITY OF
DETROIT**

By:

Sister M. William McGovern

Its:

President

PURCHASER:

**MISSION POINT HEALTHCARE HOLDINGS,
LLC, a Michigan limited liability company**

By:

[Handwritten Signature]
Michigan

Its:

[Handwritten Signature]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

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**DAUGHTERS OF DEVINE CHARITY OF
DETROIT**

By: Sister M. William McGovern
Sister M. William McGovern
Its: President

PURCHASER:

**MISSION POINT HEALTHCARE HOLDINGS,
LLC, a Michigan limited liability company**

By: _____

Its: _____

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

The land situated in the County of Wayne, City of Detroit, State of Michigan, is described as follows:

Lot 7, of LAFAYETTE PARK SUBDIVISION, according to the plat thereof as recorded in Liber 80 of Plats, pages 87 through 91, both inclusive, Wayne County Records.

Tax Item No. 1844-56/Ward 7

Commonly: 2102 Orleans, Detroit, Michigan

EXHIBIT B

EXCLUDED PROPERTY

1. Four (4) leaded stained glass panes depicting Jesus Christ and the Disciples—approximately 2' by 4' each located on the doors separating the residents dining area from the sisters' dining area
2. All items of a religious nature, including without limitation crucifixes, statues and statuettes, altars, sculptures, paintings, organs, etc.
3. Antique Couch in lobby
4. Personal property of any resident of the Project
5. Personal property or furnishings of any sister residing or working at the Project, including without limitation any personal property or furnishings located in the sisters' dining area (such as flatware, glassware, dining utensils, silverware, place settings) and sisters' lounge area.

EXHIBIT C
LIST OF RESIDENTS

[To Be Provided]

Lesley C. Carr, Esq.
Chairperson
Lisa Whitmore Davis
Vice Chair/Secretary

City of Detroit

CITY PLANNING COMMISSION
208 Coleman A. Young Municipal Center
Detroit, Michigan 48226
Phone: (313) 224-6225 Fax: (313) 224-4336
e-mail: cc-cpc@detroitmi.gov

Brenda Goss Andrews
David Esparza, AIA, LEED
Karen M. Gage
Frederick E. Russell, Jr.
Arthur Simons
Roy Levy Williams

TO: City Planning Commission

FROM: Gregory Moots, staff

RE: **Request of Mission Point of Detroit, LLC. to approve a rezoning from the R3 (Low-Density Residential) to R5 (Medium Density Residential) zoning district on Map No. 2 of Chapter 61, Article XVII of the 1984 Detroit City Code, Zoning, located at 2102 Orleans Street, south of Antietam Street and west of the Dequindre Cut.**

DATE: June 3, 2014

The City Planning Commission (CPC) has received the request of Mission Point of Detroit, LLC. to approve a rezoning from the R3 (Low-Density Residential) to R5 (Medium Density Residential) zoning district on Map No. 2 of Chapter 61, Article XVII of the 1984 Detroit City Code, Zoning, located at 2102 Orleans Street, south of Antietam Street and west of Dequindre Street. This request will be reviewed under the approval criteria specified in Division 3 of Article III of the Detroit Zoning Ordinance (Chapter 61 of the 1984 Detroit City Code). This proposed change is being requested to allow for the conversion of the existing adult foster home to a skilled nursing facility.

PROPOSED DEVELOPMENT

The petitioner has requested the rezoning to allow the existing building to be redeveloped. The existing R3 zoning does not allow the requested nursing home use. The requested R5 zoning district does allow that use, along with other higher-density residential uses, such as multiple-family dwelling, group day care home, and adult foster care facility.

SURROUNDING LAND USE AND ZONING

To the north: Church, R3

To the south: Multi-family, R6

To the east: Vacant property, R3 and the Dequindre Cut

To the west: Multi-family, R6

REVIEW

In accordance with the rezoning criteria of the Zoning Ordinance (Section 61-3-80), reviews of proposed map amendment should be conducted in light of the following relevant criteria, with staff's analysis following in italics:

(1) Whether the proposed amendment corrects an error or meets the challenge of some changing condition, trend or fact; *A new owner wishes to use the building for a different use than the current one.*

(2) Whether the proposed amendment is consistent with the Master Plan and the stated purposes of this Zoning Ordinance; *The Master Plan shows CT (Thoroughfare Commercial) for the area between W. Fort Street and the expressway. The Planning and Development Department is preparing its determination for Master Plan consistency.*

(6) Whether the proposed amendment will have significant adverse impacts on other property that is in the vicinity of the subject tract; *The properties to the south and west contain high-density residential uses, which would seem compatible with the proposed zoning. The church to the north would also seem compatible with medium-density residential uses.*

(7) The suitability of the subject property for the existing zoning classification and proposed zoning classification; *The Master Plan seems to indicate that it is suitable for the proposed zoning, and much of the adjacent development is commercial or institutional and contains parking.*

(8) Whether the proposed rezoning will create an illegal "spot zone." *It does not appear that would be the case.*

Attachments

Lesley C. Carr, Esq.
Chairperson
Lisa Whitmore Davis
Vice Chair/Secretary

City of Detroit

CITY PLANNING COMMISSION
208 Coleman A. Young Municipal Center
Detroit, Michigan 48226
Phone: (313) 224-6225 Fax: (313) 224-4336
e-mail: cc-cpc@detroitmi.gov

Brenda Goss Andrews
Thomas Christensen
Karen M. Gage
Frederick E. Russell, Jr.
Arthur Simons
Roy Levy Williams

NOTICE OF A PUBLIC HEARING

The City Planning Commission will hold a public hearing in the Committee of the Whole Room, 13th floor of the Coleman A. Young Municipal Center, on

THURSDAY, JUNE 5, 2014 AT 6:20 PM

to consider the request the Planning and Development Department to amend Article XVII, District Map No. 2 of Chapter 61 of the 1984 Detroit City Code, Zoning to show a PCA (Public Center Adjacent District) zoning classification where a PC (Public Center District) zoning classification is currently shown on land at 151 W. Jefferson Ave. within the Civic Center located just east of Cobo Center. The subject property is indicated on the accompanying map.

In 1995 the United Auto Workers of Ford Motor Corporation (UAW Ford) begin using the Veterans Memorial Building as an office and training facility for its membership via a lease agreement with the City of Detroit. Presently, the UAW Ford desires to purchase the building from the City to continue and expand upon the UAW Ford's use of the building. In order to facilitate this expanded use and in light of the desired transfer of the building from governmental to private ownership, amendment to the Zoning Ordinance is required.

The existing zoning district is generally defined by the Zoning Ordinance as follows:

PC –PUBLIC CENTER DISTRICT

This district includes areas used or to be used for governmental, recreational, and cultural purposes of particular or special civic importance. All construction or other improvement within this district requires that the Planning and Development Department and the City Planning Commission review and make recommendation to City Council, as provided for in ARTICLE III, DIVISION 6 of this Chapter so as to ensure a completely harmonious, pleasing, and functional public center.

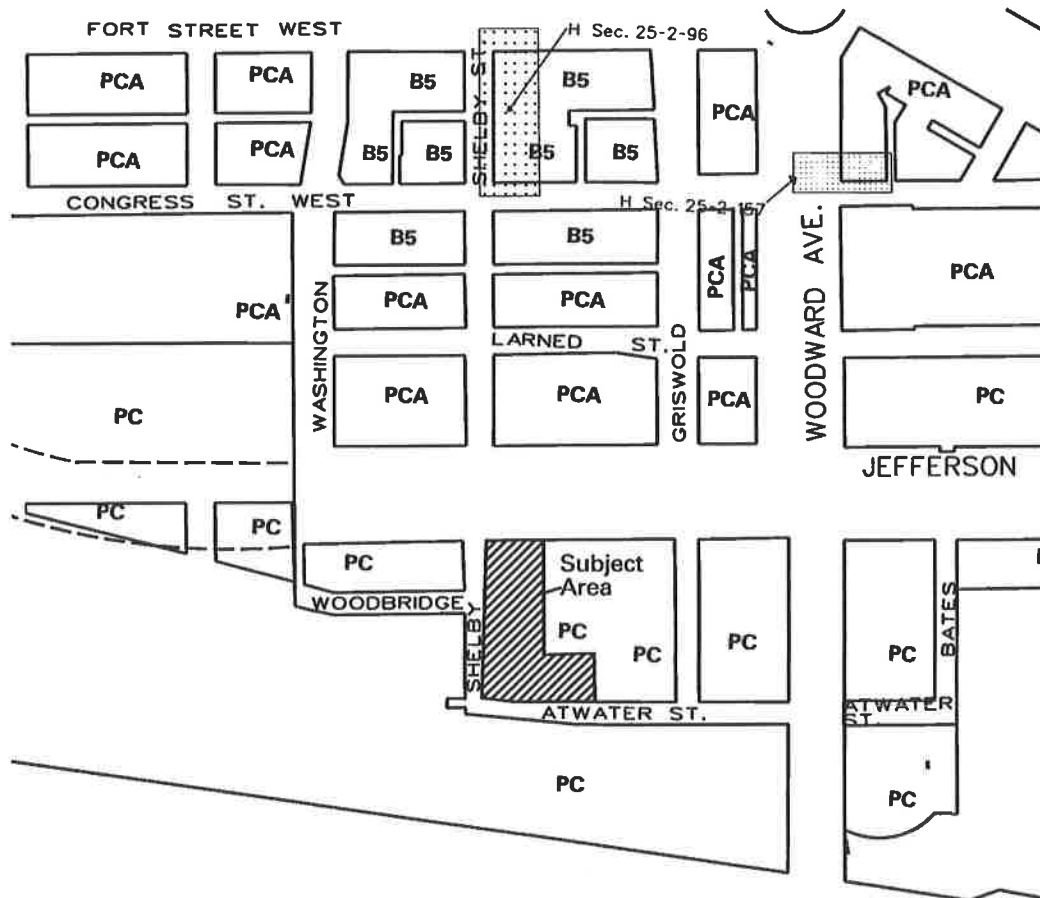
PCA – PUBLIC CENTER ADJACENT DISTRICT (RESTRICTED CENTRAL BUSINESS DISTRICT)

The Public Center Adjacent District (Restricted Central Business District) includes property in close proximity to the Public Center District, and the controls specified in this division are designed to prevent any uses or structures within the district from having a deleterious effect upon the public center. Uses in this district shall include, to the maximum extent possible, ground-floor commercial space or other space oriented to pedestrian traffic, to enhance the public streetscape and street-level activity.

The proposed map amendment is being considered by the City Planning Commission in accordance with the provisions of Article III, Division 3 of the Detroit Zoning Ordinance.

You may present your views on this proposal by attending this hearing, by authorizing others to represent you, or by writing to this office prior to the hearing, 2 Woodward Avenue, room 208, Detroit, Michigan 48226 (FAX: 313-224-4336). Because some that are affected by this proposal may not have been notified, it is suggested that you kindly inform your neighbors so that they may also express their opinions if they desire.

An interpreter for the hearing impaired will be present at the meeting if requested at least 48 hours in advance. To request that an interpreter for the hearing impaired be present at the meeting, please call 224-4946.



Proposed Rezoning from PC to PCA

Lesley C. Carr, Esq.
Chairperson
Lisa Whitmore Davis
Vice Chair/Secretary

City of Detroit

CITY PLANNING COMMISSION
208 Coleman A. Young Municipal Center
Detroit, Michigan 48226
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Brenda Goss Andrews
Thomas Christensen
Karen M. Gage
Frederick E. Russell, Jr.
Arthur Simons
Roy Levy Williams

NOTICE OF A PUBLIC HEARING

The City Planning Commission will hold a public hearing in the Committee of the Whole Room, 13th floor of the Coleman A. Young Municipal Center, on

THURSDAY, JUNE 5, 2014 AT 6:50 PM

to consider the request Michael Roberts owner of Roberts RiverWalk Hotel to modify the provisions of the existing PD Planning Development) zoning district created by ordinance #508-h of 2010 and amend Article XVII, District Map No. 11 of Chapter 61 of the 1984 Detroit City Code, Zoning. The subject property is generally bounded by Walker St. (extended to the Detroit River), Wight St. Adair St. (extended to the Detroit River) and the Detroit River. The subject property is indicated on the accompanying map.

The proposed modification to the existing PD zoning district would allow for the construction of a 5760 sq. ft. banquet facility immediately adjacent to the east of the existing hotel, and to approve a specific site plan and development proposal for the subject.

The existing zoning district is generally defined by the Zoning Ordinance as follows:

PD – PLANNED DEVELOPMENT DISTRICT

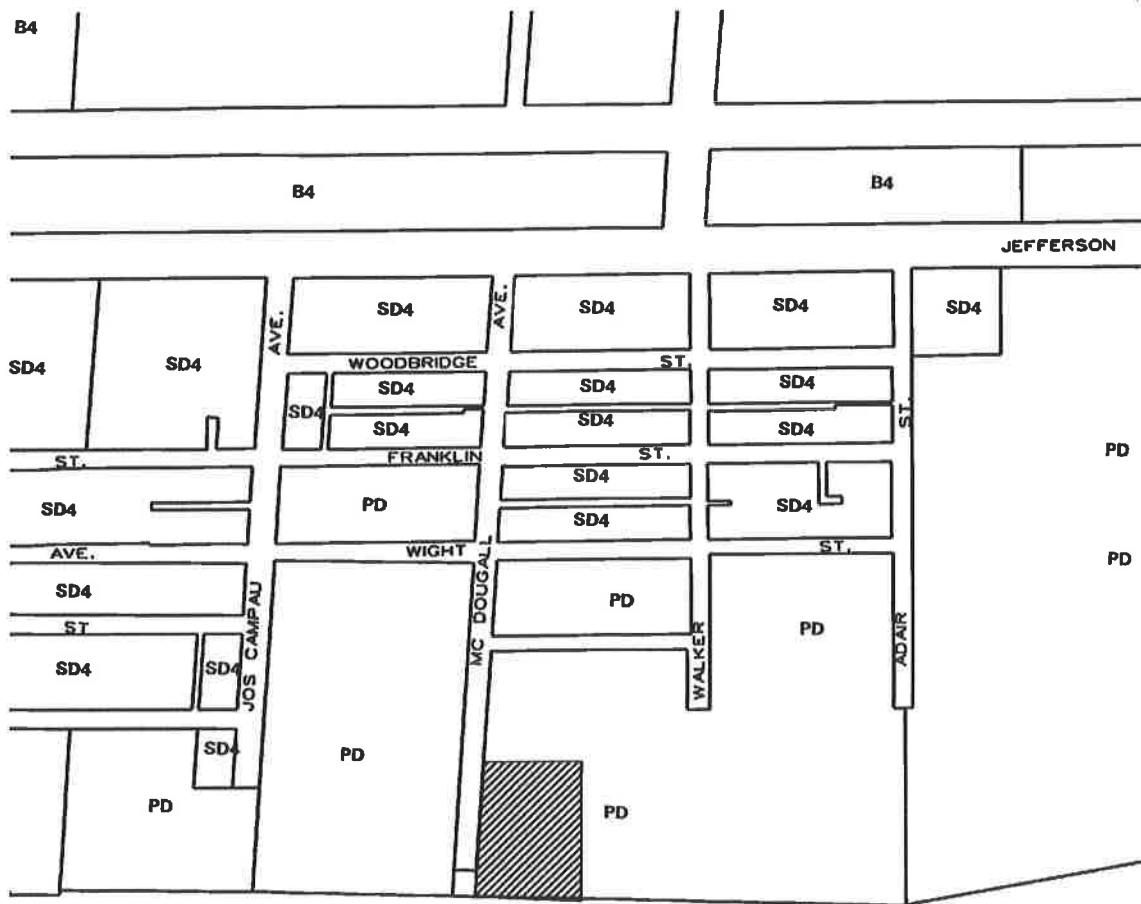
This district will permit planned developments throughout the City and will be particularly useful in urban renewal areas. Such planned developments shall be substantially in accord with the goals and objectives of the Master Plan, by having a major land use that corresponds to the most general category of land use, which are Residential, Public/Civic/Institutional, Retail/Service/Commercial, Manufacturing and Industrial, and Other, proposed in the Master Plan for the area involved. Such planned developments shall provide a desirable environment for the uses proposed and shall not be out of harmony with their general surroundings. The regulations of the district are designed to accomplish this by permitting flexibility in overall development while ensuring adequate safeguards and standards for public health, safety, convenience, and general welfare and, where applicable, encouraging historic preservation.

The proposed modification is being considered by the City Planning commission in accordance with the provisions of Article III, Division 4 of the Detroit Zoning Ordinance. A major PD modification requires the approval of the City Council after a public hearing and after receipt of a report and recommendation by the City Planning Commission.

You may present your views on this proposal by attending this hearing, by authorizing others to represent you, or by writing to this office prior to the hearing, 2 Woodward Avenue, room 202, Detroit, Michigan 48226 (FAX: 313-224-4336). Because some that are affected by this

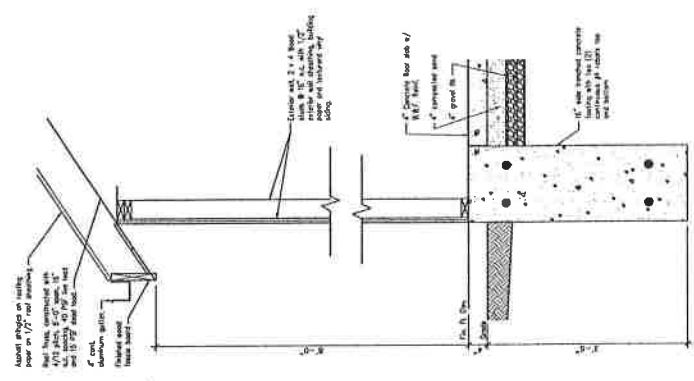
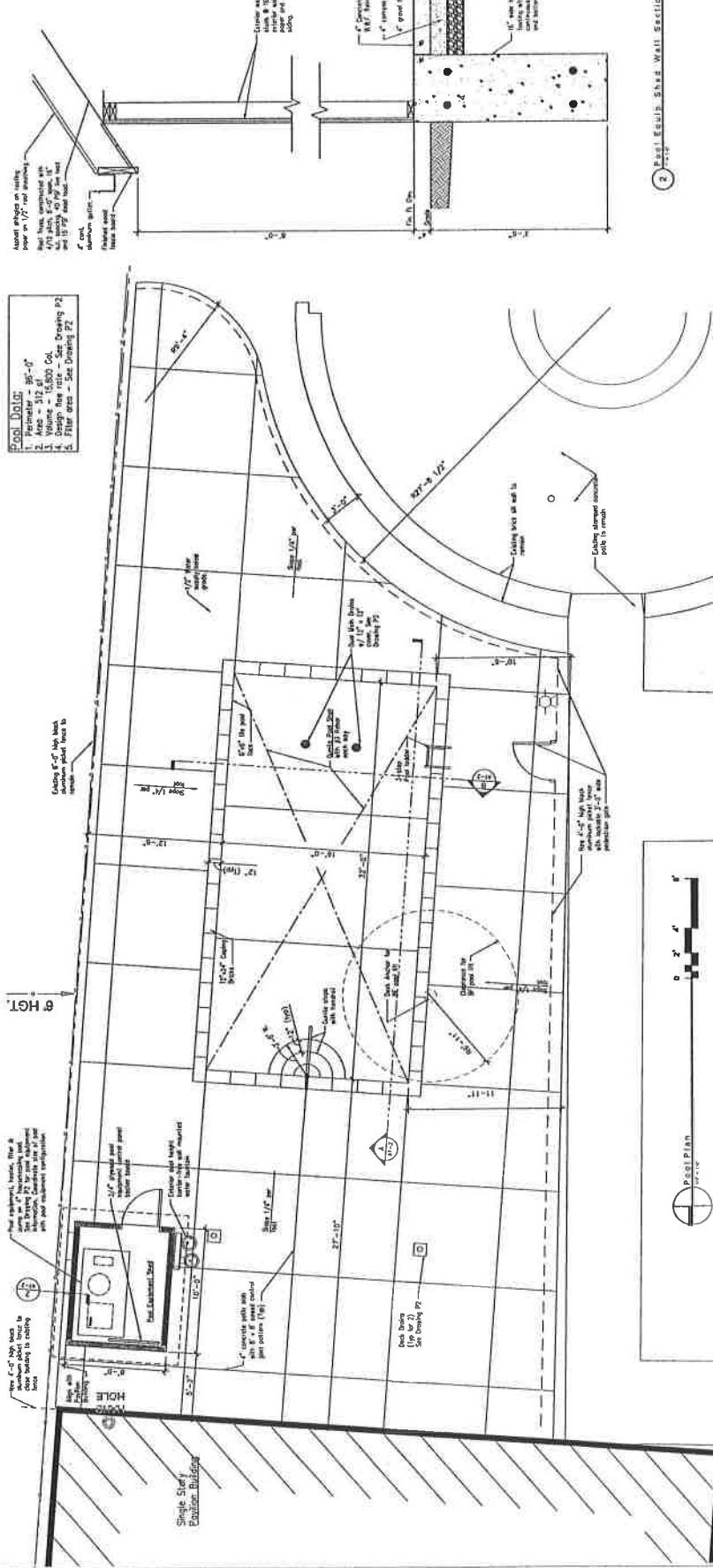
proposal may not have been notified, it is suggested that you kindly inform your neighbors so that they may also express their opinions if they desire.

An interpreter for the hearing impaired will be present at the meeting if requested at least 48 hours in advance. To request that an interpreter for the hearing impaired be present at the meeting, please call 224-4946.

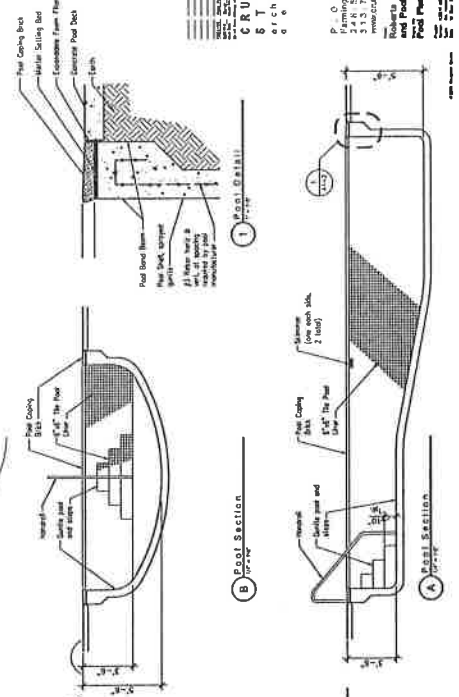


Proposed PD Modification

- POOL DATA:**
1. Perimeter - 36'-0"
 2. Area - 112 sq ft
 3. Volume - 1,680 Gal.
 4. Volume in 1" depth - 136 gal
 5. Filter area - See Drawing P2



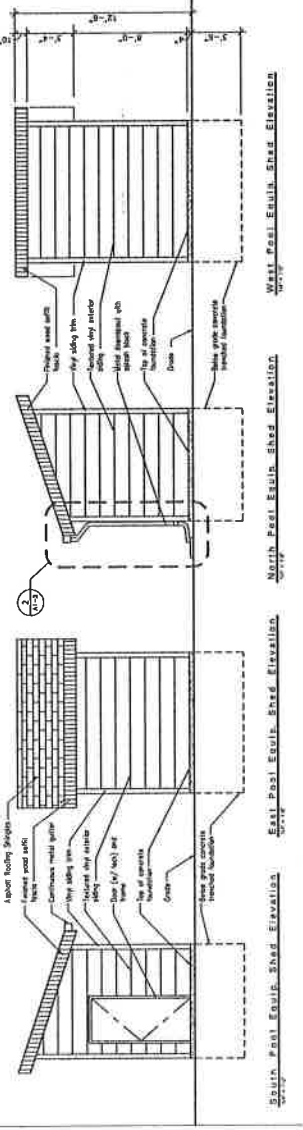
2 POOL EQUIP. SHADE WALL SECTION



1 POOL DECK

B POOL SECTION

A POOL SECTION



SOUTH POOL EQUIP. SHADE ELEVATION

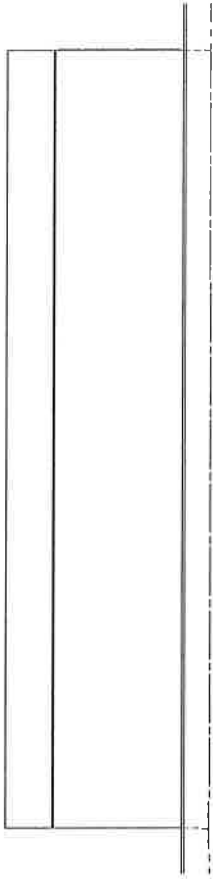
NORTH POOL EQUIP. SHADE ELEVATION

EAST POOL EQUIP. SHADE ELEVATION

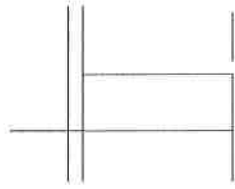
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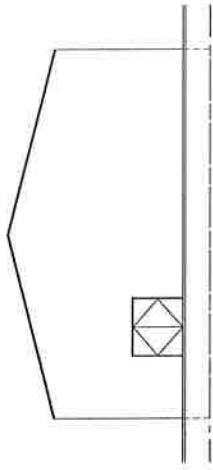
Pool Deck
Pool Coping
Pool Deck



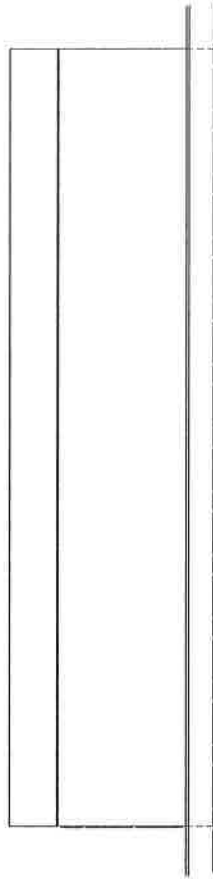
West Elevation
1/2" = 1'-0"



1 Wall Section @ Column
1/2" = 1'-0"



North Elevation
1/2" = 1'-0"



East Elevation
1/2" = 1'-0"



1 Wall Section
1/2" = 1'-0"

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 2009 Hotel Pavilion
 and Pool
 Drawings and
 Details
 1/2" = 1'-0"
 A3-1



DETROIT RIVERFRONT CONSERVANCY

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Michael V. Roberts
Pamela Rodgers
Maria Elena Rodriguez
Hon. Mary Sheffield
Rodney Stokes
John W. Stroh, III
Jonathan T. Walton
Beverly J. Watts
Kathleen Wendler

May 27, 2014

To Whom It My Concern:

It has come to our attention that the Roberts Riverwalk Hotel has submitted for building permits to construct a new pavilion building adjacent to its hotel and near the Riverwalk.

Please be advised that we have no objections to this construction and support his continued east riverfront development.

Regards,

William A. Smith
Chief Financial Officer



Presbyterian
Villages
OF MICHIGAN
FACILITIES ADVANCEMENT

[Delivered Via Fax and Hard Copy]

June 2, 2014

CITY PLANNING COMMISSION
2 WOODWARD AVE. ROOM 202
DETROIT, MI 48226

RE: ROBERTS RIVERWALK HOTEL CONFERENCE AND EVENTS CENTER ADDITION

Presbyterian Villages of Michigan (PVM) serves as the master developer of Rivertown Neighborhood at 250 McDougall, Detroit, MI, an innovative senior community which repurposed an old, decaying building one block north of the Detroit River and Roberts Riverwalk Hotel. We are invested in the continual renewal of the Rivertown area and are excited to see investments made by others which will enhance the neighborhood and its amenities.

PVM has reviewed the proposed event center at the Roberts Riverwalk Hotel and have no objections to its construction.

If you have specific questions for PVM, feel free to contact me at (248) 281-2055 or by email at nkeup@pvm.org.

Sincerely,

Nathan Keup
Director of Real Estate Development



Lola Holton

June 3, 2014

1145 West Grand Blvd.

Detroit MI. 48202

313 399-2604

Dear City Planning Commission,

This letter is written to express my full support in the plans of Roberts River walk Hotel, located at 1000 River Place, Detroit, MI. 48207.

The property plan is so needed to continue the improvement of our great city and to host our guest. I and many, many more are looking forward to more beautification and with great architecture this hotel will exhibit.

Sincerely,

A handwritten signature in black ink, appearing to read 'Lola Holton', written in a cursive style.

Lola Holton

JFH

June 4, 2014

Michael V. Roberts, J.D.
% Roberts Riverwalk Hotel
1000 River Place Drive
Detroit, MI 48207

Dear Mr. Roberts,

I have enclosed letters that we have been soliciting on your behalf regarding the hearing before the City Planning Commission. These are your copies. We have also delivered these letters to the Commissioners because we learned that the written submissions needed to be delivered to their office and then the oral submissions are to be made at the hearing. We plan on being at the hearing also.

We look forward to seeing you on Thursday, June 5, at the 6:50 PM hearing time they have scheduled for your property.

As you will read, we are genuinely and enthusiastically appreciative and supportive that you selected our neighborhood to develop another major business. What fun and positive energy you are bringing to Detroit.

We look forward to our next contact.

Most sincerely,

Jennifer J. Hays



Date: June 3, 2014

To: City Planning Commission Members
Coleman A. Young Municipal Center
2 Woodward Avenue - Suite 208
Detroit, MI 48226

Fr: Jennifer J. Hays
Harbortown Residential Complex
250 Harbortown Drive East
Detroit, MI 48207

Re: Public Hearing
For proposed zoning modification for planned development (PD)
Zoning District for: Roberts Riverwalk Hotel, 1000 River Place Drive
Detroit, MI 48207

I am writing to express my full support for the proposed modification for the planned development (PD) to build a pavilion on the east side of the Roberts Riverwalk Hotel.

Since 2003, I have been a resident of Harbortown. I was disappointed when the Omni Hotel closed. What a gift to Detroit when the hotel was rescued and re-opened by a forward thinking and pro-active owner. Without their willingness to invest in Detroit, the property could easily have suffered the same fate as the former University Club and YMCA on East Jefferson and numerous other Detroit properties.

The investment that Michael V. Roberts is making to further develop and improve the hotel, including the proposed pavilion, will expand and enhance services available to guests and community members.

This City Planning Commission approval will provide Detroit's only, one-of-a-kind, boutique hotel on the waterfront a much needed venue for celebrations and receptions that can bring business into the city and provide additional opportunities for employment of local citizens.

I am enthusiastic about the PD proposal and I urge you to allow them to move forward with their proposal to build the pavilion at the Roberts Riverwalk Hotel.

I look forward to your decision to approve this project which is another continuous improvement development the owners are making in this wonderful historic property. All of Detroit will benefit.

Thank you for your consideration of this document in your decision making process.

Respectfully submitted,

A handwritten signature in cursive script that reads 'Jennifer J. Hays'.
Jennifer J. Hays



Exceptional Lifestyle Forum, LLC

Reverse, arrest, and prevent chronic disease

June 2, 2014

City Planning Commission
Coleman A. Young Municipal Center
2 Woodward Avenue - Suite 208
Detroit, MI, 48226

Dear Commissioners,

I fully support the request for approval to build a much needed pavilion on the Roberts Riverwalk Hotel property located at 1000 River Place, Detroit, MI 48207.

I brought our business to Detroit and have also lived in the neighborhood for more than ten years. Like many other people in the Harbortown complex, I appreciate the commitment and financial investment of the Roberts organization to revive and promote this historic property.

When I have taken Detroit area citizens and out-of-town friends, clients, and business associates on the Riverwalk to the Roberts hotel property, they are in awe and can't believe it is in downtown Detroit.

The pavilion will not only enhance the look and functionality of the property, it will also help bring people and business downtown. In addition, it will provide exposure for one of Detroit's best assets — its beautiful waterfront and Riverwalk.

The owners are making great strides recovering this property to make it an even greater asset for our beloved city. For Detroit to recover and prosper, we need to provide all the support we can to people, such as Michael V. Roberts, who have confidence in the future of our city and are willing to risk the investment of their time, money, and resources in the city.

Approval of their request will further the continued improvement process by the new owners of the property. They deserve our appreciation and support and the opportunity to construct the proposed pavilion which will contribute to the "greater good" of Detroit.

I urge you to approve their requested project and look forward to being able to enjoy using the new pavilion.

Thank you for your consideration,

E. Phelps Nichols
Exceptional Lifestyle Forum, LLC
Suite 1107
250 Harbortown Drive East Detroit, MI 48207

June 3, 2014

City Planning Commission
Coleman A. Young Municipal Center
2 Woodward Avenue - Suite 208
Detroit, MI, 48226

To Whom It May Concern:

I am a resident of the Harbortown Complex. I have had the pleasure of being in the city for over twelve years and I am truly grateful that Mr. Michael Roberts and his family purchased the closed and boarded up former Omni Hotel. I am convinced with investors like Mr. Roberts, Detroit is definitely on the upswing of its financial crisis.

The proposed pavilion being would be a tremendous addition to the Detroit Riverwalk and I love the ideas and plans being pursued to upgrade and improve this beautiful property. May God bless Mr. Roberts for investing in our city.

Thank you for your consideration of this submission of support for this project.

Sincerely,

A handwritten signature in cursive script that reads "Moses Jenkins".

Moses Jenkins

Lesley C. Carr, Esq.
Chairperson
Lisa Whitmore Davis
Vice Chair/Secretary

City of Detroit

CITY PLANNING COMMISSION
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Brenda Goss Andrews
David Esparza, AIA, LEED
Karen M. Gage
Frederick E. Russell, Jr.
Arthur Simons
Roy Levy Williams

TO: City Planning Commission

FROM: M. Rory Bolger, Staff

RE: **Request of Rafael Lozano for the rezoning of 5536, 5544, and 5556 Michigan Avenue and 3820 Junction Avenue from B3 (Shopping District) to B4 (General Business District)—RECOMMEND APPROVAL**

DATE: May 27, 2014

On Thursday, 22 May 2014, the City Planning Commission (CPC) took up the request of Rafael Lozano to amend District Map No. 43 of the Detroit Zoning Ordinance, Chapter 61, Article XVII to show a B4 (General Business District) zoning classification where a B3 (Shopping District) zoning classification currently exists at 5536, 5544, and 5556 Michigan Avenue and 3820 Junction Avenue.

RECOMMENDATION

CPC staff respectfully recommends approval of the map amendment to a B4 District as proposed by the petitioner.

PROPERTY DESCRIPTION

The subject property consists of four lots located at the northeast corner of Michigan Avenue and Junction Avenue in southwest Detroit. The property is located on the block bounded by Jackson Avenue on the north, 33rd Street on the east, Michigan Avenue on the south, and Junction Avenue on the west. The property is irregularly shaped and covers about 0.2 acres, having eighty-seven (87) feet of frontage on Michigan and one hundred thirteen (113) feet of frontage on Junction. One of the lots, 5536 Michigan, contains a commercial building in which Mr. Lozano operates a motor vehicle service facility. The other three lots (5544 and 5556 Michigan and 3820 Junction) are vacant. The property is owned by the petitioner and his family.

RESULTS OF THE PUBLIC HEARING

No member of the public testified at the public hearing. The petitioner and his son offered their comments as to their intentions for the property and answered questions from the commissioner.

ANALYSIS

The block on which the subject property is located is characterized by vacant, residential and commercial lots and a few remaining occupied dwellings and businesses.

The Master Plan's "future land use" map for the subject property within the Condon subsector of Neighborhood Cluster 5 is "Neighborhood Commercial." The "Commercial Corridors" map in the Detroit Future City strategic framework plan for 2030 designates the Michigan Avenue commercial corridor west of the Clark Street Industrial area as "Multi-Use Strip; Green Residential."

REZONING CRITERIA

CPC staff finds that the petitioner's request meets the approval criteria specified in Sec. 61-3-80.

Notably, Criterion #1 considers whether the rezoning would correct an error. Staff's research finds no ordinance that authorized the change in Map No. 43 to show the subject property, among seven block-faces east and west of Michigan at Junction, as zoned B3 rather than the pre-existing B4. The rezoning to B4 restores these four lots' consistency with the 1968 zoning map conversion included as part of Ord. No. 390-G (Sec. 40.1301).

Although the B4 District allows many more land uses than the B3 District, those that might prove objectionable are typically subject to a special land use hearing at the Buildings, Safety Engineering and Environmental Department.

Re-establishment of the B4 classification at Michigan and Junction reflects the B4 generally present along Michigan Avenue from the Clark Street industrial area westward to the Dearborn city limits near Wyoming Avenue.

Sec. 61-3-80. Approval criteria.

Recommendations and decisions on an amendment of a zoning map in ARTICLE XVII of this Chapter shall be based on consideration of all of the following criteria:

- (1) Whether the proposed amendment corrects an error or meets the challenge of some changing condition, trend or fact;*
- (2) Whether the proposed amendment is consistent with the Master Plan and the stated purposes of this Zoning Ordinance;*
- (3) Whether the proposed amendment will protect the health, safety, and general welfare of the public;*
- (4) Whether the City and other service providers will be able to provide adequate public facilities and services to the subject property, while maintaining adequate levels of service to existing development;*
- (5) Whether the proposed rezoning will have significant adverse impacts on the natural environment, including air, water, soil, wildlife, and vegetation and with respect to anticipated changes in noise and regarding stormwater management;*
- (6) Whether the proposed amendment will have significant adverse impacts on other property that is in the vicinity of the subject tract;*
- (7) The suitability of the subject property for the existing zoning classification and proposed zoning classification; and*
- (8) Whether the proposed rezoning will create an illegal "spot zone."*

CONCLUSION

Staff respectfully recommends approval of the proposed rezoning and that the appropriate Zoning Ordinance map amendment (Map No. 43) be prepared for review and approval by the Corporation Council and then forwarded to Detroit City Council.

cc: Rafael Lozano
Myrna Segura &
Trisha Stein, Interim Director, P&DD

Melvin Hollowell, Corporation Counsel

CITY PLANNING COMMISSION RESOLUTION

**IN SUPPORT OF MAKING CORRECTIONS OF SCRIVENER'S ERRORS IN
ORDINANCE 18-11 WHICH REZONED CERTAIN PROPERTY OF THE MICHIGAN
HUMANE SOCIETY IN MAP 8, IN THE AREA BOUNDED BY CHRYSLER,
MARSTON (EXTENDED), CAMERON, AND MELBOURNE (EXTENDED)**

BY COMMISSIONER _____ :

WHEREAS, the Michigan Humane Society requested the City to amend Chapter 61 of the 1984 Detroit City Code, 'Zoning,' commonly known as the Detroit Zoning Ordinance, by amending Article XVII, District Map No. 8, to show a B4 (General Business District) zoning classification where an R5 (Medium Density Residential District) zoning classification is currently shown on the property generally bounded by the southern line of Melbourne Avenue (extended) on the north, the I-75/Walter P. Chrysler Service Drive on the east, the southern line of Marston Avenue (extended) on the south, and Cameron Avenue on the west; and

WHEREAS, the Detroit City Council adopted Ordinance 18-11 to accomplish the rezoning of the property from R5 to B4; and

WHEREAS, upon further investigation, it has been determined that there are three discrepancies in the nature of scrivener's errors which should be corrected to (1) include Lot 79, which was included on the rezoning map but inadvertently omitted from the text; (2) correct the address from 7886 Cameron to 7990 Cameron, and (3) correct the tax parcel number from 05004227.001 to 05004227.002L; and

WHEREAS, the City Planning Commission agrees that the errors should be corrected to reconcile the text with the map, to resolve discrepancies and avoid confusion, and to properly effectuate the intent of the applicant, the City Planning Commission, and the City Council;

NOW, THEREFORE, BE IT RESOLVED that, the City Planning Commission supports the correction of Ordinance 18-11 to (1) include Lot 79, which was included on the rezoning map but inadvertently omitted from the text; (2) correct the address from 7886 Cameron to 7990 Cameron, and (3) correct the tax parcel number from 05004227.001 to 05004227.002L; and

BE IT FURTHER RESOLVED, the City Planning Commission recommends and urges the City Council to take the appropriate action(s) to correct the scrivener's errors in Ordinance 18-11.