



CITY MANAGER
Elaine Leven
CITY CLERK
August Gitschlag

City of Fraser

CENTENNIAL COMMUNITY

MAYOR
Michael Lesich
MAYOR PRO-TEM
Dana Sutherland
COUNCIL
Amy Baranski
Patrick O'Dell
Kenny Perry
Patrice Schornak
Sherry Stein

**Fraser Planning Commission Agenda
City Council Chambers
33000 Garfield, Fraser, MI 48026
Monday, July 21, 2025 @ 7:00 p.m.**

- 1. Call Meeting to Order / Pledge of Allegiance**
- 2. Roll Call**
- 3. Approval of Agenda – July 21, 2025**
- 4. Chairperson's Opening Remarks**
- 5. Approval of Minutes – May 7, 2025**
- 6. Unfinished Business - None**
- 7. New Business**
 - a. Public Hearing
 - i. SLU 25-02: 33341 Kelly Road - Complete Car Care
 - b. Site Plans
 - i. RZ 23-03: 32971 & 32875 Utica Road – Sheetz
 - c. Zoning Ordinance Text Amendments
 - i. Gas Station Pump Canopy Lighting
- 8. Public Communication on Non-Agenda Items**
- 9. Monthly Report – June 2025**
- 10. Zoning Board of Appeals Member Liaison Report**
- 11. Commissioners' Comments and Items of Interest/Concern**
- 12. Adjournment**

Posted: July 14, 2025



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Fraser Planning Commission Minutes
City Council Chambers
33000 Garfield, Fraser, MI 48026
Wednesday, May 7, 2025 @ 7:00 p.m.

1. Call Meeting to Order / Pledge of Allegiance

Chairman Warunek called the meeting to order at 7:02pm.

2. Roll Call

Present: Czarnecki, Farina, Keil, Meyer, Tuller, Warunek

Absent: Barr

Others Present: City Planner Lauren Sayre, City Attorney Alyssa Ericson, City Clerk August Gitschlag

Motion by Czarnecki, Keil seconds to excuse Commissioner Barr.

Motion Passes Unanimous

3. Approval of Agenda – May 7, 2025

Motion by Farina, Keil seconds to approve the agenda.

Motion Passes Unanimous

4. Chairperson's Opening Remarks

Chairman Warunek delivered the opening remarks.

5. Approval of Minutes – April 2, 2025

Motion by Farina, Meyer seconds to approve the minutes as amended.

Motion Passes Unanimous

6. Unfinished Business – None

7. New Business

a. Public Hearing

- i. SP 25-02, 16945 Masonic, Class A Non-Conforming Use
Chairman Warunek Opened the Public Hearing at 7:12PM

Business owner Randy DeBeul presented his case and answered the Commission's questions.

Steve Rienhart 33478 Wildwood addressed the Commission.

Chairman Warunek closed the Public Hearing at 7:30PM.

Motion by Tuller, Keil seconds to approve the Class A Non-Conforming use for 16945 Masonic on the condition that the applicant work with DTE to relocate the power pole if necessary and with the City to relocate the traffic sign if necessary.

Ayes : Czarnecki, Keil, Meyer, Tuller, Warunek

Nays: Farina

Absent: Barr

Motion Passes

- ii. RZ 25-01, Hayes Road, RL to RM

Chairman Warunek opened the Public Hearing at 7:31PM

Property owner Naeel Yousif and Project Engineer Josh King presented to the Commission.

A petition with 34 signatures and a letter from Sara Gonzales was delivered to the City Clerk's Office on May 7th, 2025 and was presented to the Commission.

Public Comment in opposition to the rezoning was given by the following residents:

Kurt Tischer – 33480 Hayes
Henry Andrews – 33469 Sunrise
Heather Corcoran – 33480 Hayes
Charmaine Tate – 33508 Clearview
James Michelle – 33589 Sunrise
Doris Bartolomer – 33540 Hayes
Al Gentz – 15810 Luxemburg
James Evans – 33373 Sunrise
Jessica Reinhart – 34478 Wildwood Ct.
Jennifer McKenna – 33517 Sunrise
Steve Reinhart – 34478 Wildwood

Project Engineer Josh King addressed the drainage concerns telling the Commission that it cannot proceed without the highly regulated approval of all drainage.

Chairman Warunek closed the Public Hearing at 8:42PM.

Motion by Tuller, Czarnecki seconds to recommend the rezoning of parcel 11-31-351-022 from Residential Low Density to Residential Medium Density Single Family to City Council for approval.

Ayes : Czarnecki, Farina, Keil, Meyer, Tuller,

Nays: Warunek

Absent: Barr

Motion Passes

8. Public Communication on Non-Agenda Items

None at this time.

9. Monthly Report

Alyssa Ericson reported on Hockeyland, that everything has been completed and recorded. Lauren Sayre reported that Sheetz was coming back to Council on their canopy lighting request.

10. Zoning Board of Appeals Member Liaison Report

Frank Farina reported that ZBA has not needed to meet but will meet in June. Mr. Farina also told the Planning Commission about the new Zoning Ordinance draft,

and Lauren Sayre reported that their feedback will be needed.

11. Commissioners' Comments and Items of Interest/Concern

Farina: Mr. Farina indicated that the shirts ordered for Planning Commission and Zoning Board of Appeals have arrived and that the Knights of Columbus is offering a good fish dinner.

Keil: Mr Keil shared that living behind McKinley park is a nightmare, and he wishes it was a subdivision instead.

Czarnecki: Ms. Czarnecki asked the question of the site plan process entails for Federal buildings posing the post office as an example.

Tuller – Nothing

Meyer – Nothing

Warunek – Nothing

Staff- Nothing

12. Adjournment

Motion by Farina, Keil seconds to adjourn

Ayes : Czarnecki, Farina, Keil, Meyer, Tuller, Warunek

Nays:

Absent: Barr

Motion Passes

Meeting adjourned at 8:57pm



July 10, 2025

City of Fraser Planning Commission
33000 Garfield Road
Fraser, MI 48026

Subject: #SLU 25-02: The Shop Complete Car Care Centers: Special Land Use Review #1
Address: 33341 Kelly Road Fraser, MI 48026
Applicant: Samuel Nicosia
Parcel #: 03-11-32-476-052

Dear Planning Commissioners:

A Special Land Use review and approval is required for the proposed auto service center in the City's Industrial Restricted (IR) District, located at 33341 Kelly Road. Parcel is located between Groesbeck and Kelly Road, north of 14 Mile Road.

The parcel is 0.78 acres and is zoned IR Industrial Restricted District where automobile heavy repair garages require a special land use approval. The existing building is 15,496 square feet. The location of the site is shown to the right.

The applicant, Samuel Nicosia, proposes to operate an automotive repair facility utilizing the existing building. Additionally, all auto servicing will be done within the building.





STANDARDS FOR SPECIAL LAND USE APPROVAL

Section 32-152 establishes the purpose and procedures for Fraser’s special land use approval process. The Planning Commission is the final decision authority for special land uses in Fraser. The Planning Commission must first conduct a public hearing according to Michigan Zoning Enabling Act requirements before they decide. Section 32-153(1) contains standards for special land uses. The planning commission must believe the proposal meets each standard to approve the application. Our comments follow each standard.

- a. *The proposed use shall be of such location, size and character that it will be in harmony with the appropriate and orderly development of the surrounding neighborhood and applicable regulations of the zoning district in which it is to be located.*

Applicant Comments	The applicant provided that the existing structure and outdoor appearance will be preserved and maintained to ensure consistency with the surrounding area's location, size, and character. All relevant zoning district regulations will be observed.
Planning Comments	The proposed location of the proposed automotive repair garage is between two major thoroughfares, Groesbeck Highway and Kelly Road. The proposed auto service facility will utilize the existing building to conduct operations. We find the location, size, and character of the proposed development is of a scale and nature that is appropriate for the location.

- b. *The proposed use shall be of a nature that will make vehicular and pedestrian traffic no more hazardous than is normal for the district involved, taking into consideration vehicular turning movements in relation to routes of traffic flow, proximity and relationship to intersections, adequacy of sight distances, location and access of off-street parking and provisions for pedestrian traffic, with particular attention to minimizing pedestrian-vehicle interfaces in residential districts.*

Applicant Comments	The applicant stated that vehicular and pedestrian traffic will not increase beyond that of any other business in this district. Our customers are scheduled by appointment only to drop off vehicles for repair, which limits traffic in and out of our facility.
Planning Comments	We believe the resulting proposal makes vehicular traffic no more hazardous than is normal for the district involved, taking into consideration vehicular turning movements in relation to routes of traffic flow, proximity and relationship to intersections, adequacy of sight distances, location and access of off-street parking and provisions for pedestrian traffic. In particular, the resulting traffic pattern will not contribute to pedestrian-vehicle conflicts in residential districts.



- c. *The proposed use shall be designed as to the location, size, intensity, site layout and periods of operation of any such proposed use to eliminate any possible nuisance emanating therefrom which might be offensive to the occupants of any other nearby uses permitted, whether by reason of dust, noise, fumes, vibration, smoke, or lights.*

Applicant Comments	The applicant stated that all repairs will always be done within the structure of the building to limit or reduce noise from tools or machines.
Planning Comments	The subject site does not abut any residential homes. The subject site is located within an industrial zoned area. It is not anticipated that dust, noise, fumes, vibration, smoke, light, or glare will be an issue with this use as all service work will be performed within the building.

- d. *The proposed use shall be such that the proposed location and height of buildings or structures and location, nature and height of walls, fences and landscaping will not interfere with or discourage the appropriate development and use of adjacent land and buildings or unreasonably affect their value.*

Applicant Comments	The applicant stated that they are keenly aware of the perception issues often associated with automotive repair facilities. As a growing small business, they recognize that maintaining a pristine appearance is crucial to their success. Therefore, they commit to ensuring their operations will not detract from or impede the appropriate development and use of neighboring properties and buildings, nor will they negatively impact their value.
Planning Comments	The proposed use will be utilized within an existing structure. The structure is not being changed externally thus will not interfere with or discourage the appropriate development and use of adjacent land and buildings. The proposed building's location and height is appropriate for the area. We believe that the proposal does not unreasonably affect adjacent property values.

- e. *The proposed use shall relate harmoniously with the physical and economic aspects of adjacent land uses as regards prevailing shopping habits, convenience of access by prospective patrons, continuity of development, and need for particular services and facilities in specific areas of the city.*

Applicant Comments	The applicant stated an automotive repair facility would harmonize perfectly with its neighboring businesses, an automotive machine shop and an automotive battery supplier.
Planning Comments	We believe the proposed use shall relate harmoniously with the surrounding land uses. There are auto related businesses in close proximity to the site. The site is also located between two major thoroughfares, Groesbeck Highway and Kelly Road.



- f. *The proposed use is necessary for the public convenience at the proposed location.*

Applicant Comments	The applicant stated that the proposed location offers convenient access for neighboring residents and businesses, making automotive repair a necessary and well-placed service.
Planning Comments	The site is also located along two major thoroughfares as stated prior. We believe the use will provide a necessary convenience at the proposed location.

- g. *The proposed use is so designated, located, planned and to be operated that the public health, safety and welfare will be protected.*

Applicant Comments	The applicant stated that their automotive repair facility is committed to upholding all state and local ordinances, ensuring no adverse impact on public health, safety, or welfare.
Planning Comments	We believe that the public health, safety and welfare are substantially protected. The proposed site layout currently accommodates pedestrian safety and circulation, vehicular movement both on- and off-site. We do not believe the proposed use would alter this.

- h. *The proposed use shall not cause substantial injury to the value of other property in the neighborhood in which it is to be located and will not be detrimental to existing and/or other permitted land uses in the zoning district.*

Applicant Comments	The applicant stated that they do not anticipate any substantial negative impact on neighborhood property values. In fact, as a business dedicated to maintaining a pristine appearance, we hope to contribute to an increase in property value.
Planning Comments	We believe that the proposed use will not cause substantial injury to the value of other property in the neighborhood in which it is to be located and will not be detrimental to existing and/or other permitted land uses in the zoning district.

SITE PLAN COMMENTS

Site plans are required for all special land uses in the City of Fraser. The applicant is proposing utilizing the existing building. The site plan submitted is the one approved in 1989 for the Bell Company. Our understanding is that the applicant is not proposing any changes to the exterior of the building or building footprint but defer to the applicant to confirm.

Due to the nature of the project and the usage of the existing structure, we do not have any concerns regarding vehicular access and circulation, relationship to surrounding property, relationship to natural features, or infrastructure of the project.



RECOMMENDATION

We find the special land use standards to be met, and do not anticipate any adverse impacts due to this proposed use. To ensure the potential adverse impacts are limited, we would recommend approval with the following conditions:

1. *No outdoor storage is permitted without Planning Commission approval.*
2. *All work must be conducted completely within the building.*

If you have any questions, please contact us.

Respectfully,

MCKENNA

Lauren Sayre
Senior Planner, AICP

Alicia Warren
Associate Planner

Cc: City of Fraser, MI: Building Official, City Engineer, City Attorney, City DPW, Applicant



City of Fraser Department of Public Safety

Police • Fire • Ambulance

33000 Garfield Road • Fraser, Michigan 48026

(586) 293-2000 • Fax (586) 296-8480

July 11, 2025

Fraser Planning Commission,

Based on the submitted sketch for the 33341 Kelly Special Land Use. Public Safety would want to ensure the following:

- Based on the potential change in use of the building, we would want to ensure compliance with the 2015 International Fire Code as adopted by Council. Reviewing section 903.2.9.1 **Repair Garages**, ensure that the *fire area* of the repair garage is under 12,000 square feet as the building currently does not have an automatic sprinkler system.

Further comments regarding the potential requirement of an automatic sprinkler system will be addressed in the building permit and review process.

Respectfully,

Captain John Gillies
Fire Marshal



City of Fraser

Building & Code Enforcement Department

NOTICE OF PLANNING COMMISSION HEARING

NOTICE IS HEREBY GIVEN that the City of Fraser Planning Commission will meet on **Monday, July 21, 2025** at the City of Fraser Municipal Complex, Council Chambers located at 33000 Garfield Road, Fraser, Michigan for the purpose of conducting a Public Hearing and making a decision on the following request:

REQUEST: 25-02 SLU – THE SHOP COMPLETE CAR CARE CENTERS

BY REASON OF: SEC. 32-143(2)(a) OF THE FRASER ZONING ORDINANCE

PURPOSE OF REQUEST: TO OBTAIN SPECIAL LAND USE APPROVAL TO ALLOW AN AUTOMOBILE HEAVY REPAIR GARAGE IN AN “IR – INDUSTRIAL RESTRICTED” ZONING DISTRICT.

PROPERTY IN QUESTION: 33341 KELLY ROAD

NOTICE IS FURTHER GIVEN that any interested person may appear and comment upon the proposed request themselves or by agent or attorney.

The City of Fraser will provide necessary, reasonable auxiliary aids and services to individuals with disabilities at the meeting upon four (4) days' notice to the Building Department at the phone number set forth above.

Pertinent information relating to the proposed special land use request may be reviewed at the Fraser Building Department during regular business hours which are 8:00 a.m. to 4:30 p.m., Monday through Friday at the Fraser City Hall, 33000 Garfield Road, Fraser, Michigan. Questions regarding the proposed special land use can be directed to the Planner, c/o Building Department at 586-293-3100, extension 153. Written comments may be submitted to the Fraser Building Department at 33000 Garfield Road, Fraser, Michigan 48026, or by email to zoning@micityoffraser.com up to 4:30 p.m. on the meeting date.

33000 Garfield • Fraser, Michigan 48026 • (586) 293-3100 option 2 • Fax: (586) 293-4717

City website: "www.micityoffraser.com" • Building Department email: "buildingdept@micityoffraser.com"

____ Building Department
____ Fire Marshal
____ City Council/Econ. Dev. Coord.

Application No. _____
Date Received _____
Review Fee \$ _____

CITY OF FRASER
APPLICATION FOR SITE PLAN REVIEW/SPECIAL LAND USE APPROVAL

☐ Site Plan ☒ Special Land Use

Name of Project: 33341 Kelly Rd, Fraser 48026

Address of Project: 33341 Kelly Rd, Fraser 48026

Proposed Use: Automotive Repair

Applicant's Name: The Shop Complete Car Care Centers

Address: 30101 Harper Ave

City: St. Clair Shores

Zip: 48082

Phone: 586-879-0769

Parcel Identification: 11-32-476-052

Complete Legal Description: (use opposite side or attach separately)

Zoning: IR **Size in acres:** 0.78 **Parcel Width:** 150' **Parcel Length:** 200'

Legal Owner:

Name: Greg Kiesgen

Phone #: 586-771-3500

Address: 15300 Twelve Mile Rd., Roseville, MI 48066

Site Plan Preparer's Name: The Bell Company

Phone: _____

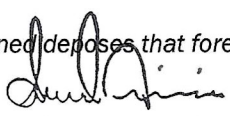
Fax: _____

If the Petitioner is not the owner, state basis for representative (ie, attorney, representative, option-to-buy, etc.):

Tenant

required by the City of Fraser Zoning Ordinance. All plans must be folded when submitted. The applicant or representative must be present at the Planning Commission meeting. The site plan shall satisfy the requirements of the Zoning Ordinance for issuance of a building permit, but shall not exempt the applicant from compliance with all other City ordinances or requirements.

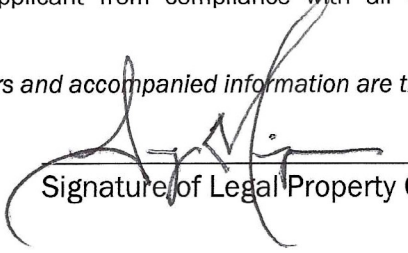
The undersigned deposes that foregoing statements and answers and accompanied information are true and correct.



Signature of Applicant

Samuel Nicosia

Please print/type name below signature



Signature of Legal Property Owner

Greg Kiesgen

Please print/type name below signature

1.The proposed use shall be of such location, size and character that it will be in harmony with the appropriate and orderly development of the surrounding neighborhood and applicable regulations of the zoning district in which it is to be located. - ***The existing structure and outdoor appearance will be preserved and maintained to ensure consistency with the surrounding area's location, size, and character. All relevant zoning district regulations will be observed.***

2.The proposed use shall be of a nature that will make vehicular and pedestrian traffic no more hazardous than is normal for the district involved, taking into consideration vehicular turning movements in relation to routes of traffic flow, proximity and relationship to intersections, adequacy of sight distances, location and access of off-street parking and provisions for pedestrian traffic, with particular attention to minimizing pedestrian-vehicle interfaces in residential districts. - ***Vehicular and pedestrian traffic will not increase beyond that of any other business in this district. Our customers are scheduled by appointment only to drop off vehicles for repair, which limits traffic in and out of our facility.***

3.The proposed use shall be designed as to the location, size, intensity, site layout and periods of operation of any such proposed use to eliminate any possible nuisance emanating therefrom which might be offensive to the occupants of any other nearby uses permitted, whether by reason of dust, noise, fumes, vibration, smoke or lights. - ***All repairs will always be done within the structure of the building to limit or reduce noise from tools or machines.***

4.The proposed use shall be such that the proposed location and height of buildings or structures and location, nature and height of walls, fences and landscaping will not interfere with or discourage the appropriate development and use of adjacent land and buildings or unreasonably affect their value.

We are keenly aware of the perception issues often associated with automotive repair facilities. As a growing small business, we recognize that maintaining a pristine appearance is crucial to our success. Therefore, we commit to ensuring our operations will not detract from or impede the appropriate development and use of neighboring properties and buildings, nor will they negatively impact their value.

5.The proposed use shall relate harmoniously with the physical and economic aspects of adjacent land uses as regards prevailing shopping habits, convenience of access by prospective patrons, continuity of development, and need for particular services and facilities in specific areas of the City.

An automotive repair facility would harmonize perfectly with its neighboring businesses, an automotive machine shop and an automotive battery supplier. We currently do business with both of these companies.

6.The proposed use is necessary for the public convenience at the proposed location.

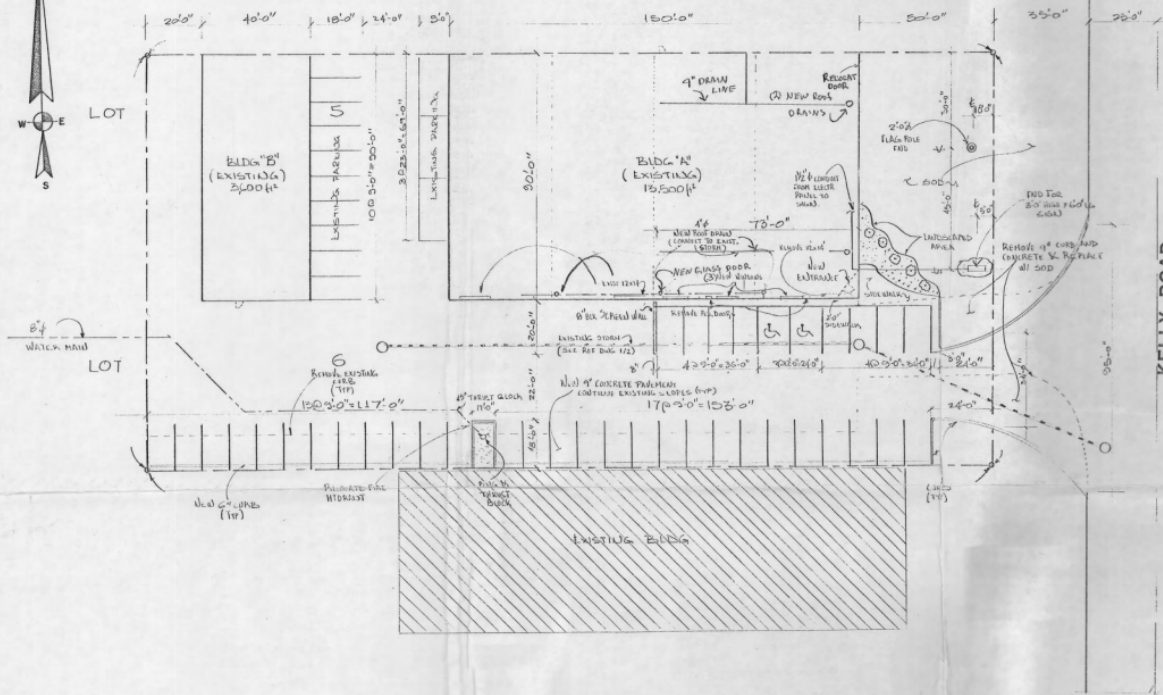
The proposed location offers convenient access for neighboring residents and businesses, making automotive repair a necessary and well-placed service.

7.The proposed use is so designated, located, planned and to be operated that the public health, safety and welfare will be protected.

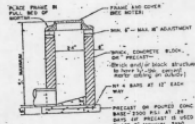
Our automotive repair facility is committed to upholding all state and local ordinances, ensuring no adverse impact on public health, safety, or welfare.

8.The proposed use shall not cause substantial injury to the value of other property in the neighborhood in which it is to be located and will not be detrimental to existing and/or other permitted land uses in the zoning district.

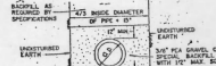
We do not anticipate any substantial negative impact on neighborhood property values. In fact, as a business dedicated to maintaining a pristine appearance, we hope to contribute to an increase in property value.



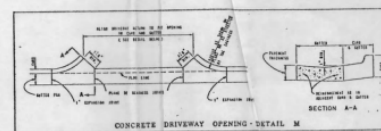
SITE PLAN
SCALE 1"=20' 0"



TYP STORM INLET



TYP BEDDING



CONCRETE DRIVEWAY OPENING - DETAIL M

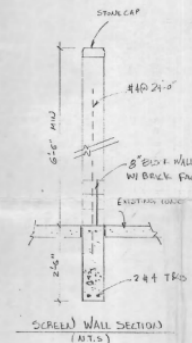
MIN.	MAX.	MIN.	MAX.
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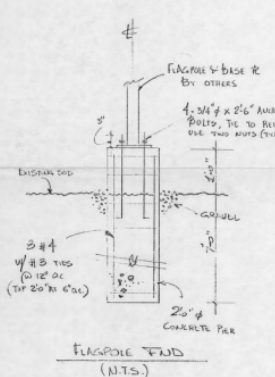
Grass Strip Parking Bed

NOTES

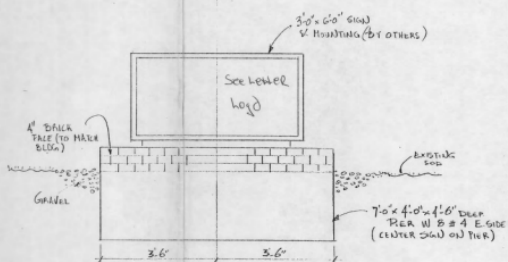
1. FOR PROPERTY LINE DESCRIPTIONS SEE REF. DRAW. 2/2
2. FOR COMPLETE UTILITIES SEE REF. DRAW. 1/2
3. ALL CONSTRUCTION SHALL BE IN ACCORDANCE TO THE CITY OF FRASER CURRENT SPECIFICATIONS.
4. THE CONTRACTOR SHALL CALL "MISS DIG" AT LEAST 24 HOURS IN ADVANCE OF CONSTRUCTION FOR EXISTING UNDERGROUND UTILITY LOCATIONS.
5. SEE DWS A-1, A-2, A-3 & A-4 ALL MODIFICATIONS TO THE EXISTING BLDG. "A".



SCREEN WALL SECTION (N.T.S.)



FLAGPOLE FND (N.T.S.)



SIGN FND (N.T.S.)

PLAT PLAN APPROVED 3-15-99
FRASER PLANNING & ZONING COM. *John L...*
APPROVAL EXPIRES 6 M.O. FROM DATE

CERTIFY THERE WILL BE NO OUTSIDE STORAGE AT THIS SITE *John L...*



THE BELL COMPANY
33333 KELLY RD
FRASER MICHIGAN

ARCHITECTURAL SITE PLAN

KATRIVIS and ASSOCIATES
ARCHITECTS / ENGINEERS
1809 HARWOOD SUITE 102
ROYAL OAK, MICH 48067 (313) 543 3667

Job No. **89103**
Sheet No. **C 1**

June 26, 2025

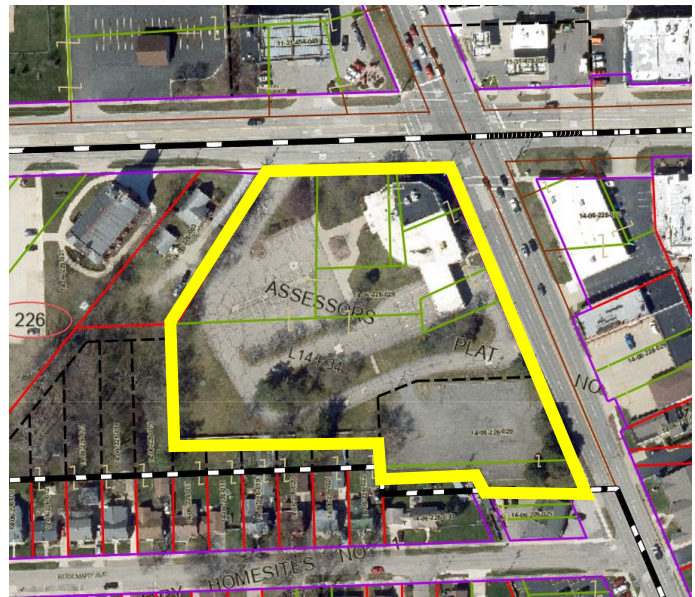
City of Fraser Planning Commission
City of Fraser
33000 Garfield Road
Fraser, Michigan 48026

Subject: Site Plan for #RZ 23-03, Sheetz Conditional Rezoning
Address: 32971 & 32875 Utica Road Fraser, MI 48026
Applicant: Sheetz
Parcel #: 14-06-226-028 & 14-06-226-029

Dear Members of the Planning Commission:

We have reviewed the above referenced application for a site plan review, as required by the executed conditional rezoning agreement (CRA), which is also included at the end of this review. The applicant, Sheetz, proposes to construct a 24-hour, gas station and convenience store at 32971 & 32875 Utica Road. This parcel was rezoned to CG, commercial general subject to the CRA.

On October 31, 2024, City Council approved the Conditional Rezoning Agreement, and the conditional rezoning plan enclosed within the agreement. On May 8, 2025, City Council amended the agreement to include a variance for the gas station canopy lighting. Please find our comments regarding the site plan enclosed below.



SITE PLAN REVIEW

1. CG, General business district (Section 32-135)

a. Zoning and Land Use (Section 32-135 (1))

The applicant, Sheetz, proposes to construct a gas station, convenience store, and restaurant through on two adjacent parcels. One contains the vacant State Bank of Fraser building and the other is a vacant parking lot. Combined, they are a site totaling 3.3 acres.

The subject site has been rezoned under a conditional rezoning agreement from Community Business District (CBD) to Commercial General Business District (CG). The CG general business district is designed to provide for a wide diversity of business activities which are predominantly, but not necessarily, totally retail in character. In addition to retail uses, several other activities, usually requiring considerable land area and access to major or secondary thoroughfares, are permitted. Uses in this district normally must have good automobile accessibility but should not cause congestion on adjacent thoroughfares. Gas stations and fast-food restaurants are permitted uses in the CG district upon meeting certain conditions.

The proposed use of a gas station, convenience store, and restaurant, aligns with the intent of the CG District.

b. Dimensional Requirements (Section 32-135 (3))

Requirement	CG District Requirements	Proposed	In Compliance
Minimum Lot Size	21,000 sq. ft. (32-172)	143,877 sq. ft.	Yes
Minimum Lot Width	80 ft.	>80 ft.	Yes
Front Yard Setback	125 ft. (32-172)	>110 ft.	Yes
Front Yard Parking Setback	70 ft	> 70 ft	Yes
Side Yard Setback	Min 35 ft. for buildings (32-172) Min 20 ft. for non-buildings	> 35 ft. > 20 ft.	Yes
Rear Yard Setback	n.a.	20 ft.	Yes
Building Height	2 stories, 30 ft.	26 ft.	Yes
Minimum Frontage	150 ft (32-172)	443.95 (Utica) 230.76 (14 Mile)	Yes

The CRA granted a variance to operate a 24-hour use on a property contiguous with a residence or residential district.

2. Off-Street Parking and Loading Requirements (Article VI Section 32-91 through 32-94 and 32-97)

a. Parking

Use	Requirements	Required	Proposed	In Compliance
Self-Service Gasoline Stations (gasoline and convenience retail; no repair)	In addition to a service space to be provided at each pump, the following additional requirements shall apply: one (1) space for each one hundred (100) square feet of retail floor area; plus one (1) space for each employee.	50 spaces	62	The applicant has been granted a variance as part of the approved CRA, allowing 62 parking spaces.
Restaurants—Fast-Food and Drive-Ins	One (1) space for each two (2) employees, plus one (1) space for each two (2) seats intended for patrons within the restaurant building and one (1) space for each twenty (20) square feet of building floor area available in the order-waiting area, plus six (6) standing spaces for each service window.	25 spaces		

Per Sec. 32-94(2), a ninety-degree parking patterns requires one of the following configurations.

Space Width	Space Length	Maneuvering Width	Two Tiers of Parking & One Maneuvering Lane
9.0	20 feet	24 feet	64 feet
9.5 feet	20 feet	22 feet	62 feet
10 feet	20 feet	20 feet	60 feet

The site plan indicates ranging from 10 to 10.5 ft in width and 20 to 21.5 in length, with a 30-foot maneuvering lane.

b. Ingress / Egress

Section 32-94(15) states that “adequate ingress and egress to the parking lot by means of clearly limited and defined paved drives shall be provided for all vehicles. All parking areas shall be provided with an entrance and exit from the abutting public thoroughfare. Such entrance and exit may be combined as one, which shall be thirty (30) feet in width.”

The proposed plan shows two points of ingress and egress. One is 35 ft off Utica Road and the other is 37 ft off 14 Mile Road. The conditions meet the requirements.

c. Loading Spaces

The applicant has been granted a variance to permit off-street loading of fuel and other merchandise in the front yard and side yard only as shown in the Conditional Rezoning Plan. The site plan is consistent with the approved CRA.

3. Landscaping (Section 32-88)

Requirement	Requirements	Proposed	In Compliance
Interior Parking Lot Landscaping	One (1) tree for each six (6) parking spaces $62/6 = 11$ trees required	11 trees	Yes
Frontage Landscaping	One (1) tree shall be planted for each thirty (30) linear feet public right-of-way frontage. $674.7/30 = 23$ trees	24 trees	Yes
Screening	28 deciduous trees	5 existing trees, 23 deciduous trees, 37 evergreen trees	Yes

Sec 32-84(a)1 specifies that whenever any yard (front, side or rear) is not designated for building, off-street parking, loading and unloading, storage or other approved purpose within the terms and requirements of a given zoning district, it shall be landscaped with either approved natural materials or living plant materials which shall be maintained in a sound, weed-free, healthy and vigorous growing condition. This condition is met.

4. Signs (Section 32-85)

The applicant has been granted a variance allowing two wall signs on the building not exceeding 15 sq ft each, when only one front wall sign not exceeding 32 sq ft is permitted. Sign permits must be obtained before the installation of any new signage.

5. Architecture and Building (Section 32-131(1))

The zoning ordinance requires that, in the commercial districts, *"the exterior of all buildings hereafter erected shall be constructed of aesthetically pleasing brick and/or stone building materials."*

The proposed building exterior is mainly made of brick and stone. Portions of the roof and awnings are composed of metal; however, the architectural elevations are consistent with the approved Conditional Rezoning Plan.

6. Screening (32-82)

The subject site abuts districts outside of the CG designation therefore, screening is required.

There is an existing masonry wall along the residential properties along the southern portion of the site, and a 6ft brick wall is proposed along the side west side with the property zoned CBD. This is consistent with the Approved CRA.

7. Trash Enclosure (Section 32-131 (e))

There is a proposed trash enclosure on the west side of the subject site. The dumpster screening meets the requirements, and the applicant has provided information relative to the enclosure surrounding the dumpster.

8. Lighting (Section 32-86)

The applicant submitted a photometric plan showing the proposed configuration of lighting; however, it is not compliant with Sec. 32-86. The maximums illumination levels are provided in Sec. 32-86(6) for commercial uses.

Illumination of	Maximum Illumination in footcandles
General	0.5
Driveway	4.0
Parking	4.0
Walks	2.0
Protective	3.0
Building	5.0
Loading Areas	1.0

The illumination level exceeds this maximum illumination levels in several areas throughout the site and reaches a maximum of 20 footcandles.

The applicant has been granted a variance permitting the fuel pump canopy lighting to exceed the standards set forth therein up to a maximum of 20 foot candles measured at the surface.

9. Reviewing Entities

The site plan is subject to review by all of the applicable departments and jurisdictions deemed necessary to ensure the health, safety, and welfare of the community.

RECOMMENDATION

We reviewed the plans provided to the City dated May 21, 2025 to the site plan review standards applicable to the proposed development parcels conditionally rezoned as CG general commercial zoning district. We believe this plan is consistent with the applicable standards of the CG district and approved conditional rezoning agreement and **recommend approval of the site plan.**

We look forward to reviewing these findings and recommendations with you. If you have further questions, please do not hesitate to contact us.

Respectfully,

McKENNA



Lauren Sayre, AICP
Senior Planner



Maria Garcia Reyna, AICP
Associate Planner

Cc: City of Fraser: Building Official, City Attorney, City Engineer

ATTORNEY-CLIENT PRIVILEGED MEMORANDUM

TO: Elaine Leven, City Manager
FROM: Donald P. DeNault, Jr. 
RE: Sheetz Conditional Rezoning Agreement – Final for Signatures
DATE: June 4, 2025

Enclosed is one (1) *original* of the Sheetz Conditional Rezoning Agreement as approved by City Council with amendments.

I have reviewed the document for accuracy, and it meets with my approval. Similarly, Lauren Sayre has reviewed Exhibit B, and she has deemed it to be accurate and approved.

Therefore, the document is now ready for signatures (with notarization) from Mayor Lesieh and City Clerk August Gitschlag. Whoever signs last should also fill in the date of that person's signature on the very first page.

After signing, please return the *original* to me so that I can send it to the Sheetz attorney for recording with the Register of Deeds. You are welcome to scan copies for your own records, or I can scan one to you (and Lauren) after I have the final document from you.

From here, the next step in the process is final site plan approval by the Planning Commission, which is tentatively scheduled to occur on July 21st.

As always, if you have any questions or concerns, please be sure to let me know.



Williams Williams Rattner & Plunkett, P.C.
Attorneys and Counselors

380 North Old Woodward Avenue
Suite 300
Birmingham, Michigan 48009

Tel: (248) 642-0333
Fax: (248) 642-0856

May 30, 2025

Via FedEx & Email (ddenault@orlaw.com)

John D. Gaber
jdg@wwrplaw.com

Donald P. DeNault, Jr., Esq.
O'Reilly Rancilio P.C.
12900 Hall Road, Suite 350
Sterling Heights, MI 48313

**Re: 32971 & 32875 Utica Road (Sheetz) – RZ23-02
Escrow of Conditional Rezoning Agreement**

Dear Mr. DeNault:

In accordance with the Motion passed by the Fraser City Council at its May 8, 2025 meeting, attached please find the Conditional Rezoning Agreement with the original notarized signatures of 32981 Utica Road, LLC, the property owner, and Sheetz, Inc. to be held in escrow pending receipt of the City's execution of the Agreement. The Agreement includes the revisions using your language in Section 4 and 6.e., and the approved plan set, including the photometric plan which I understand has been approved by the City Planner. The lighting plans and the entire plan set have been delivered by our engineer to the City Planner.

Please have the City execute the Conditional Rezoning Agreement and return the original to my attention if you would like me to have it recorded, or return a copy to my attention if you will record the Agreement (and provide a copy of the recorded Agreement upon receipt).

Should you have any questions, please contact me. Thank you for your assistance.

Very truly yours,

WILLIAMS, WILLIAMS, RATTNER & PLUNKETT, P.C.

John D. Gaber

JDG/cmc

cc: David Bruckelmeyer, via email
Ryan Schultz, via email
Becky Klein, via email

CONDITIONAL REZONING AGREEMENT

This Conditional Rezoning Agreement ("**Agreement**") is entered into on _____, 2025, by and between 32981 UTICA ROAD, LLC, a Pennsylvania limited liability company ("**Owner**"), whose address is 8000 Brooktree Road, Suite 300, Wexford, Pennsylvania; SHEETZ, INC., a Delaware corporation, whose address is 5700 Sixth Ave., Altoona, Pennsylvania 16602 ("**Sheetz**"); and the CITY OF FRASER, a Michigan municipal corporation ("**City**"), whose address is 33000 Garfield Road, Fraser, Michigan 48026. The Owner and Sheetz are collectively referred to herein as the "**Developer**." The Owner, Sheetz, and the City may be referred to herein individually as a "**Party**" and collectively as the "**Parties**."

RECITALS:

A. The Owner owns two (2) parcels of property comprising approximately 3.54 acres located in the City of Fraser, Macomb County, Michigan, with the addresses of 32981 Utica Road (Tax Identification No. 03-14-06-226-028 – approximately 2.96 gross acres) ("**Parcel 1**"), and 32875 Utica Road (Tax Identification No. 03-14-06-226-029 – approximately 0.688 gross acres) ("**Parcel 2**"), which are more particularly described on attached **Exhibit A** (and collectively referred to herein as the "**Property**").

B. Sheetz is under contract with the Owner to lease the Property for the development and use as set forth in this Agreement ("**Proposed Development**").

C. Both of the parcels which comprise the Property are currently zoned CBD (Community Business District) under the City's zoning ordinance, being Chapter 32 of the City of Fraser Code of Ordinances ("**Zoning Ordinance**").

D. The Proposed Development that Developer intends to construct will consist of a 24-hour gas/fuel station, a 24-hour convenience store and a 24-hour quick service restaurant (no drive-through services) that will be operated in an approximately six thousand one hundred thirty-nine (6,139) square foot building, and will include a detention pond, a picnic area open to the public, and a pedestrian plaza in accordance with the site plan, utility plan, landscape plan, architectural plan, and architectural elevations as prepared by PEA Group, dated October 11, 2024 and attached hereto as **Exhibit B** ("**Conditional Rezoning Plan**"), as the Conditional Rezoning Plan may be amended from time to time consistent with this Agreement.

E. Under the Zoning Ordinance, the Proposed Development is allowed as a special land use under the CG (Commercial General District) zoning classification of the Zoning Ordinance, but not under the current CBD (Community Business District) zoning classification of the Zoning Ordinance.

F. Developer has applied to conditionally rezone the Property from CBD (Community Business District) to the CG (Commercial General District) zoning classification of the Zoning Ordinance, pursuant to Section 32-261(f) of the Zoning Ordinance, conditioned upon those certain rezoning conditions which are set forth on the attached **Exhibit C**, which Developer has voluntarily offered to the City ("**Rezoning Conditions**").

G. After proper notice, the City's Planning Commission held a public hearing on the proposed rezoning of the Property on January 3, 2024, as required by the Michigan Zoning Enabling Act, P.A. 110 of 2006, as amended ("**MZEA**"), and submitted its recommendation to the Fraser City Council ("**City Council**"). Based on the proposal provided at that time, the Planning Commission recommended denial of the Proposed Development.

H. Thereafter, the Developer submitted a proposed Conditional Rezoning Agreement to the City. The conditional rezoning was proposed by the Developer to induce the City to grant the rezoning.

I. This Agreement constitutes the final Conditional Rezoning Agreement submitted to the Fraser City Council for its review and action.

J. After proper notice, the Fraser City Council held a public [meeting/hearing] on the proposed rezoning of the Property on October 30, 2024. After due consideration, the City Council adopted a resolution approving the conditional rezoning of the Property and the proposed Conditional Rezoning Plan in accordance with the terms of this Agreement.

K. The City agrees to accept the Rezoning Conditions voluntarily offered by the Developer as acceptable conditions to allow the rezoning of the Property from CBD (Community Business District) to CG (Commercial General District) so that the Developer may develop and use the Property in accordance with the Proposed Development.

L. The City Council has determined that the Proposed Development meets the specific special land use requirements for (1) fast food restaurants set forth in Section 32-170 of the Zoning Ordinance, (2) gasoline service stations as set forth in Section 32-172 of the Zoning Ordinance, (3) twenty-four hour (24) operations as set forth in Section 32-190 of the Zoning Ordinance, and (4) the general requirements for special land uses as set forth in Section 32-153 of the Zoning Ordinance.

M. This Agreement is valid and has been entered into on a voluntary basis and, in the view of the Parties, represents a permissible exercise of authority by the City.

N. The Developer and the City agree that the rezoning and the Rezoning Conditions of this Agreement, and this Agreement in its entirety, for the Proposed Development (i) provide for the promotion of the public health, safety, and welfare; (ii) benefit the public, the City, and Developer without being detrimental to neighboring properties; (iii) enhance the area in a way that

would be unlikely to be achieved without conditional rezoning; (iv) result in development of the Property that is in the public interest, considering the benefits reasonably expected to accrue from the Proposed Development as compared with foreseeable detriments associated with it; (v) comply with all terms and conditions of the CG (Commercial General) zoning district to which the Property is to be rezoned, except as otherwise allowed in the Agreement or approved by the appropriate variance as set forth in this Agreement; (iv) satisfactorily accommodate the service and facility loads for public services and facilities affected by the Proposed Development; (v) are compatible with adjacent uses of land; (vi) satisfy other legitimate objectives authorized under the Michigan Planning Enabling Act, MCL 125.3801, et. seq., the MZEA, and the Zoning Ordinance; and (vii) are authorized by and in compliance with all applicable state and federal laws and constitutions.

O. The parties have entered into this Agreement for the purpose of confirming their rights, obligations, and restrictions in connection with the improvements and development to be undertaken on the Property.

NOW, THEREFORE, the Owner, Sheetz, and the City, for the good and valuable consideration outlined in this Agreement, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

1. **Incorporation of Recitals.** The Parties acknowledge and represent that the foregoing recitals are true and accurate to the best of their knowledge.

2. **Rezoning Conditions.** In consideration for the City's rezoning of the Property from its current classification of CBD (Community Business District) to CG (Commercial General District), the Developer, and its/their respective successors and assigns, agrees to be bound by the Rezoning Conditions and to develop and operate the Proposed Development in accordance with the Rezoning Conditions, this Agreement, and the Zoning Ordinance and other Codes and Ordinances of the City, subject to Section 4 below. The Owner and Sheetz acknowledge that they have voluntarily and jointly proposed the Rezoning Conditions. The Owner and Sheetz each represent and confirm that the Property shall not be used or developed in a manner inconsistent with the Rezoning Conditions placed on the rezoning as set forth in this Agreement, or any other terms and conditions of this Agreement.

3. **Rezoning.** The Fraser City Council approves this Agreement and the Conditional Rezoning Plan, and the zoning district classification of the Property on the City's zoning map shall be promptly changed to the CG (Commercial General District) zoning district classification with a reference to conditional rezoning. The amendment to the Zoning Ordinance shall not become effective until seven (7) days elapses after the publication of a notice of adoption of the zoning map amendment to the Zoning Ordinance ("**Effective Date**"). This Agreement with the Conditional Rezoning Plan attached shall thereafter be recorded by Developer within fourteen (14) days with the Macomb County Register of Deeds. The City shall take necessary action to amend the zoning map to the new classification along with a relevant designation that will provide reasonable notice of this Agreement. Any amendments to the conditional rezoning thereafter shall be in writing and completed in the same manner as the original conditional rezoning and zoning map amendment.

4. **Zoning Ordinance Compliance.** Except as set forth in this Agreement or the Conditional Rezoning Plan to the contrary (collectively, the "**Conditional Rezoning Agreement Documents**"), the Property shall be developed in accordance with all applicable City ordinances, including but not limited to the lighting standards set forth in Section 32-86 of the Zoning Ordinance, except the fuel pump canopy lighting may exceed those lighting standards up to a maximum of 20 foot candles measured at the surface. Such compliance shall be documented in a final lighting plan approved by the City Planner and consistent with the Conditional Rezoning Plan. In the event the Conditional Rezoning Agreement Documents are inconsistent with City ordinances, regulations, or design standards in existence on the Effective Date, then the Conditional Rezoning Agreement Documents shall control. In the event of any conflict or inconsistency between this Agreement and the Zoning Ordinance, and/or between the Conditional Rezoning Plan and the Zoning Ordinance, then this Agreement and the Conditional Rezoning Plan shall control. Other than circumstances involving conflicts that will be resolved pursuant to this paragraph, the City's ordinances shall control.

5. **Development Rights.** The Developer shall have the right, but not the obligation, to develop the Property in accordance with the Conditional Rezoning Agreement Documents, subject to the expiration set forth in Section 8. All development, use, and improvement of the Property shall be subject to and in accordance with the Conditional Rezoning Agreement Documents, all applicable City ordinances, all approvals and permits required under applicable City ordinances (subject to Section 4 above), and all applicable state/federal laws and regulations.

a. The Developer agrees to continuously operate and maintain the Proposed Development and use(s) on the Property in compliance with all of the terms and conditions of this Agreement, the Conditional Rezoning Plan, and all applicable City ordinances and state/federal laws and regulations. Failure to do so shall constitute a separate violation of the Zoning Ordinance and a breach of this Agreement.

b. The Property shall not be developed or used in a manner inconsistent with the Conditional Rezoning Plan or this Agreement, unless (i) modified by mutual agreement of the Developer and the City pursuant to Section 7 below, or (ii) this Agreement is terminated by mutual agreement so that the Property may be developed and used in strict conformance with the zoning of the Property as it existed immediately preceding the conditional rezoning approval, in which instance the City will terminate the conditional rezoning status of the Property and revise the Zoning Map accordingly pursuant to Section 9. Nothing in this subsection prohibits the City from modifying the zoning of the Property thereafter in the normal course of the City's zoning and planning initiatives and practices, provided that such modification of the rezoning shall not invalidate or otherwise affect this Agreement or the Conditional Rezoning Plan.

6. **Variances.** The City has approved modifications and variances to applicable City Zoning Ordinance requirements as follows:

a. A variance from Section 32-190(b)(1) of the Zoning Ordinance to allow a 24-hour operation on property which is contiguous with a residence and/or a residential district.

b. A variance from Section 32-85(1)(s) of the Zoning Ordinance to allow two (2) wall signs on the building not to exceed fifteen (15) square feet each, when only one (1) front wall sign not to exceed 32 square feet is permitted.

c. A variance from Sections 32-93(5)(e) and 32-93(6)(l) (parking calculations combined using both self-service gas station and fast food restaurant requirements) of the Zoning Ordinance to allow 62 parking spaces when 75 parking spaces are required, for a variance of 13 parking spaces.

d. A variance from Sections 32-97 and 32-131(i) of the Zoning Ordinance to permit off-street loading of fuel and other merchandise in the front yard and side yard only as shown on the Conditional Rezoning Plan.

e. A variance from Section 32-86 of the Zoning Ordinance to permit the fuel pump canopy lighting to exceed the standards set forth therein up to a maximum of 20 foot candles measured at the surface.

The Developer agrees to comply with all terms and conditions imposed with respect to approval of any special land use, variance(s), or temporary use for the Proposed Development.

7. Site Plan Review; Modifications/Amendments.

a. Preliminary site plan review shall be performed by the City Planner, but final site plan review and approval must be conducted and granted by the Planning Commission. The Planning Commission site plan review pursuant to Section 32-104(b) shall include verification that the site plan is consistent with the Conditional Rezoning Plan. Minor reasonable modifications requested by Developer to the Conditional Rezoning Plan or the site plan may be approved by the City Planner. The City Planner may consult with the City Attorney, City Engineer, and other City administrative officials to determine if the proposed modification is minor or substantial. The City Planner may not change the proposed uses for the Property approved hereby or approve substantial changes to the Conditional Rezoning Plan without approval of City Council.

b. The site plan submitted for preliminary site plan approval for the Proposed Development shall be in substantial compliance with the Conditional Rezoning Plan approved by City Council. Approval of substantial deviations to the Conditional Rezoning Plan prior to initial construction of the Proposed Development shall not be unreasonably withheld by City Council if the revision conforms with respect to the proposed uses, proposed size or location of the uses, and setbacks of the Proposed Development. Minor modifications to the Conditional Rezoning Plans which do not substantially modify the proposed size or location of the building, or setbacks on the Property may be approved by the City Planner.

c. The Rezoning Conditions and the terms and conditions of this Agreement and the Conditional Rezoning Plan shall not be altered or added to except in an amendment executed by the Parties and recorded with the Macomb County Register of Deeds. Substantial amendments to this Agreement and/or the Conditional Rezoning Plan shall be

proposed, reviewed, and approved as a new case in the same manner as the original conditional rezoning.

d. In the event that during the course of building permits review or construction and development of the Property the City Planner determines that the engineering or building plans, as submitted by the Developer, vary from the approved Conditional Rezoning Plan only in an immaterial way, then the City Planner shall be empowered, in his or her sole discretion, to administratively approve such variation consistent with the City's Zoning Ordinance and any variances obtained by the Developer, without amending this Agreement or the Conditional Rezoning Plan. The City Planner may defer to the City Attorney's interpretation if unable to determine whether a change or variation is minor/immaterial as contemplated by this subsection. Examples of minor changes include, but are not limited to: (i) landscaping materials or locations, provided the substituted or relocated materials are comparable to the quality and/or location of the approved materials, and do not significantly reduce their screening effect or aesthetic value as determined by the City Planner; (ii) location of building materials on exterior elevation (if equivalent or greater quality and aesthetic appearance as determined by the City Planner); (iii) signage location and size, provided both comply with the Zoning Ordinance signage requirements (subject to any variance granted herein); and (iv) reduction or minor reconfiguration of parking spaces, provided the reduction makes the site more navigable and does not cause the site to fall below the minimum number of parking spaces required by this Agreement.

8. **Development Timing.** The conditional rezoning of the Property shall expire following a period of two (2) years from the Effective Date unless construction of the Proposed Development on the Property pursuant to the required permits or establishment of the approved use has commenced as evidenced by approvals issued by the City within such two (2) year period. Construction of the Proposed Development shall be completed within eighteen (18) months after construction has commenced. The foregoing periods may be extended by the City Council for good cause upon request of the Developer received prior to the expiration of such time period. In the event of an unexpected delay in the performance by the Developer of its obligations under this Agreement due to Force Majeure (as defined in Section 12 below), the time for the performance of such obligations shall be extended by mutual agreement for the period of the Force Majeure, provided the Developer promptly notifies the City in writing of the causes thereof and obtains the City's approval for an extension, which shall not be unreasonably withheld.

9. **Expiration.** If the Developer fails to comply with the required time periods set forth in Section 8 above, and the City Council does not extend such time periods, then the City may rezone the Property back to its former zoning classification. Rezoning of the Property back to the former zoning classification of the Property (i.e. reversion) shall be done by the City in accordance with the rezoning amendment procedures set forth in the MZEA and the provisions of the Zoning Ordinance. Until such time that the reverted zoning classification of the Property becomes effective and is recorded with the Macomb County Register of Deeds, no development shall be undertaken or permits for development issued.

10. **Issuance of Approval or Permits.** No approvals or permits shall be granted for any uses or development that do not conform with the Rezoning Conditions, the Conditional Rezoning Plan, or this Agreement (unless modified as permitted hereunder).

11. **Security.** Where deemed appropriate by the City Council in order to guarantee performance and to ensure that the City does not incur any costs associated with non-performance, the City Planner may require that the Developer provide a letter of credit or cash deposit in an amount specified in the City's approved fee schedule at the time development or establishment of the use begins.

12. **Enforcement.** If the Proposed Development or the use established on the Property subject to the conditional rezoning does not comply with the terms and conditions of this Agreement or the Conditional Rezoning Plan, subject to Force Majeure, as defined below, such development or use shall constitute a nuisance per se. In such instances, the City may issue a stop work order or cease and desist order relative to such development or use, and pursue any available lawful remedy. The City shall have every remedy available at law or in equity, including but not limited to the right to seek specific performance of the obligations of the Developer pursuant to this Agreement, or other injunctive or equitable relief as may be appropriate, including full reimbursement of the City's attorney fees incurred as a result of filing a nuisance abatement action and a lien against the property for payment of same. Until curative action is taken to bring the Property into compliance with this Agreement, the City may withhold, or following notice, revoke permits and certificates, in addition to or in lieu of other lawful action to achieve compliance. "Force Majeure" is defined as the failure or inability of Developer to meet the conditions of this Agreement due to causes beyond its control and without fault or negligence, including without limitation acts of God, acts of war, invasion, terrorist act, riot, civil unrest, strikes or labor unrest, national or regional emergency, severe inclement weather, environmental contamination or unstable soils, inability to procure material or labor, pandemic, epidemic, stop work orders or other laws, orders or acts of the federal, state, or local government, acts of the judiciary including injunctions, temporary restraining orders, and decrees. Notwithstanding the foregoing to the contrary, except in the case of an emergency situation, the Developer shall not be in default hereunder and the City shall not exercise any rights or remedies hereunder or at law until the City provides the Developer sixty (60) days' written notice of any alleged violation(s) and an opportunity to either (i) be heard by City Council within such sixty (60) day period if such party disputes the violation and requests to be heard in writing within ten (10) days after such notice, or (ii) to cure such violation(s) or remedy such condition(s) within such sixty (60) day period prior to the City taking any such enforcement action, unless the nature of the failure is such that it cannot be cured with due diligence within sixty (60) days, in which case the Developer shall commence the cure within such period and thereafter diligently pursue the cure to completion. However, during that 60-day period, Developer shall not proceed with any additional site activities that would expand or enlarge the violation, be contrary to the notice provided by the City, or otherwise increase the difficulty of implementing the cure.

13. **Reimbursement of Attorney Fees.** The Developer shall reimburse the City for attorney fees incurred by the City, through its City Attorney's office, in connection with approval of this conditional rezoning, including negotiation, preparation, and recording of this Agreement and any amendments, which sums may be directly retained from the deposit(s) paid by the Developer in accordance with the requirements of the Zoning Ordinance, and for enforcing the terms of it in the event the Property owner or operator of the Proposed Development or use fails to comply with its terms and conditions.

14. **Remedies of the Developer.** The City shall not be in default on any term or condition of this Agreement unless and until the Developer has provided the City with written notice of the City's failure to comply with this Agreement, and the City has either (i) failed to cure such failure within sixty (60) days of the written notice, (ii) or if the nature of the noncompliance is such that it cannot be cured within such sixty (60) period, the City has failed to commence the cure within such sixty (60) day period and thereafter diligently pursue the cure to completion.

15. **Reasonableness.** Each of the requirements and conditions in this Agreement represents a necessary and reasonable measure which, when considered with all other conditions and requirements, is roughly proportional to the increased impact created by the use represented in the approved conditional rezoning, taking into consideration the changed zoning district classification and the specific development or land use authorized by the conditional rezoning.

16. **Notices.** All notices, consents, approvals, requests, and other communications, herein collectively called "Notices," required or permitted under this Agreement shall be given in writing, signed by an authorized representative of the City or the Developer, and mailed by certified or registered mail, return receipt requested, personally delivered, or sent by overnight courier to the addresses set forth in the introductory paragraph of this Agreement, and if to the City then addressed to the City Clerk, and if to the Developer, to both the Owner and Sheetz. All such notices, certificates, or other communications shall be deemed served upon the date of personal delivery, the day after delivery to a recognized overnight courier for next day delivery, or three (3) days after mailing by registered or certified mail. Any Party may by notice given under this Agreement designate any further or different addresses or recipients to which subsequent notices, certificates, or communications hereunder shall be sent.

17. **Binding Effect.** The conditional rezoning approval and this Agreement shall be binding upon and inure to the benefit of the Parties, and their respective heirs, successors, assigns, and transferees. The terms "Owner" and "Sheetz" herein shall refer to any successor or assign of the interest of such Parties in the event of any conveyance, assignment, or other transfer of such Party's interest in the Property. Any successor owner of all or any portion of the Property shall receive the benefits of and be bound by this Agreement.

18. **Complete Agreement.** This Agreement and its exhibits constitute the entire agreement between the Parties with respect to the subject of this Agreement.

19. **Third-Party Beneficiaries.** No term or provision of this Agreement is intended to be, or shall be, for the benefit of any person not a party to this Agreement, and no such person shall have any right or cause of action hereunder.

20. **Invalidity.** The map amendment to the Zoning Ordinance implementing the conditional rezoning shall be completed in compliance with the requirements of the Michigan Zoning Enabling Act, P.A. 110 of 2006, as amended. If the conditional rezoning is declared invalid by a court of competent jurisdiction, no development shall be undertaken or permits for development issued until a new zoning district classification of the Property has been established, except for development that is in strict conformance with the zoning of the Property prior to the conditional rezoning.

21. **Severability.** It is understood and agreed by the Parties that if any part, term, or provision of this Agreement is finally held by the courts to be illegal or in conflict with any statute, ordinance, rule, regulation, or other applicable law, the validity of the remaining portions or provisions of this Agreement shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular part, term, or provision held to be invalid, except that each Party retains the right to petition the Macomb County Circuit Court to terminate this Agreement if, in its sole discretion, the invalid part(s), term(s), or provision(s) are so material to the overall intent of this Agreement that such intent would be defeated or significantly different provisions would be required in order to fulfill the intent.

22. **Zoning Board of Appeals.** The Zoning Board of Appeals shall not consider or approve any variances for the Proposed Development after this Agreement is executed by the Parties.

23. **Governing Law; Courts of Competent Jurisdiction.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Michigan. The Developer agrees, consents, and submits to the personal jurisdiction of any court of competent jurisdiction in Macomb County, Michigan, for any action brought against it arising out of this Agreement. The Developer also agrees that it will not commence any action against the City because of any matter whatsoever arising out of, or relating to, the validity, construction, interpretation and enforcement of this Agreement in any courts other than the Macomb County Circuit Court or the Federal District Court for the Eastern District of Michigan.

24. **Joint Drafting.** This Agreement has been negotiated by the parties and each Party has joined in and contributed to its drafting through their respective representatives, agents, and legal counsel. Accordingly, there shall be no presumption favoring or burdening any of the Parties based upon draftsmanship.

25. **Authority.** The signers of this Agreement warrant and represent that they have the authority to sign this Agreement on behalf of their respective principals and the authority to bind each party to this Agreement according to its terms. Further, each of the Parties represents that the execution of this Agreement has been duly authorized and is binding on such Party.

26. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one agreement. The signature of any party to any counterpart shall be deemed to be a signature to, and may be appended to, any other counterpart.

[Signatures on following pages]

This Agreement has been executed by the Parties on the date set forth above.

OWNER:

**32981 UTICA ROAD, LLC,
a Pennsylvania limited liability company**

By: *Paul J. Fedorko*

Name: PAUL J. FEDORKO

Title: Manager

STATE OF Pennsylvania)
)ss
COUNTY OF Allegheny)

The foregoing Conditional Rezoning Agreement was acknowledged before me this 22nd day of May, 2025, by Paul J. Fedorko, the Manager of 32981 Utica Road, LLC, a Pennsylvania limited liability company, on behalf of the company.

Commonwealth of Pennsylvania - Notary Seal
Nicholas Steranko, Notary Public
Allegheny County
My commission expires October 25, 2028
Commission number 1454547
Member, Pennsylvania Association of Notaries

Nicholas Steranko
Notary Public
Allegheny County, ~~Michigan~~ Pennsylvania
Acting in Allegheny County
My Commission expires: Oct 25, 2028

SHEETZ:

SHEETZ, INC.,
a Pennsylvania corporation

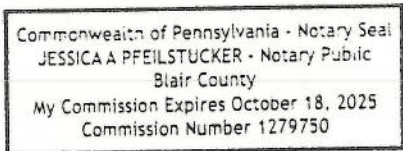
By: [Signature]

Name: Robert M. Tochen

Title: Assistant Secretary

STATE OF Pennsylvania)
)ss
COUNTY OF Blair)

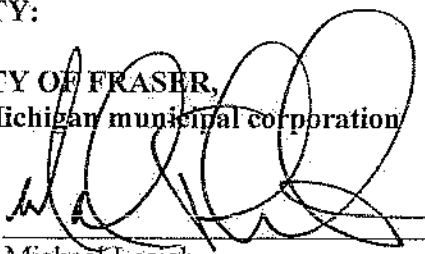
The foregoing Conditional Rezoning Agreement was acknowledged before me this 20 day of May, 2025, by Robert M. Tochen, the Assistant Secretary of Sheetz, Inc., a Pennsylvania corporation, on behalf of the corporation.



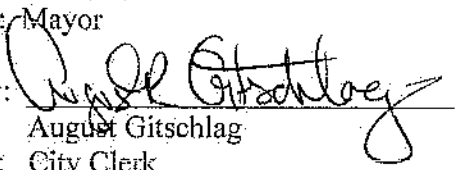
Jessica Pfeilstucker
Notary Public
Blair County, Michigan Pennsylvania
Acting in Blair County
My Commission expires: 10/18/2025

CITY:

CITY OF FRASER,
a Michigan municipal corporation

By 
Michael Lesich

Its: Mayor

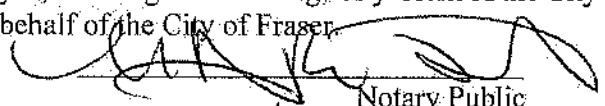
By: 
August Gitschlag

Its: City Clerk

STATE OF MICHIGAN)
)ss
COUNTY OF MACOMB)

The foregoing Conditional Rezoning Agreement was acknowledged before me this 11
day of June, 2025, by Michael Lesich, Mayor, and August Gitschlag, City Clerk of the City of
Fraser, a Michigan municipal corporation, on behalf of the City of Fraser.

NICOLE A. REINHARDT
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF MACOMB
My Commission Expires June 12, 2029
Acting in the County of Macomb


Notary Public
Macomb County, Michigan
Acting in Macomb County
My Commission expires: 06-12-2029

This instrument was prepared by:

John D. Gaber
Williams, Williams, Rattner & Plunkett, P.C.
380 N. Old Woodward Ave., Suite 300
Birmingham, Michigan 48009
(248) 642-0333

After recording, return this instrument to:

Donald P. DeNault, Jr.
City Attorney, City of Fraser
12900 Hall Road Ste. 350
Sterling Heights, MI 48313

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

PARCEL 1 - 32981 UTICA PARCEL LEGAL DESCRIPTION:

(Per Fidelity National Title Insurance Company, Commitment No. A0791820, Effective Date, May 12th, 2023.)

Land Situated in the State of Michigan, County of Macomb, City of Fraser.

Land in Assessors Plat No. 1 of part of Lots 5, 6, 7, 8, 9 and 10 of the subdivision of the Northwest 1/4 of Section 5 and Northeast 1/4 of the Northwest 1/4 of Section 6, Town 1 North, Range 13 East, described Lot 24 of Assessors Plat No.1 except that portion thereof beginning at the Northwest corner of Lot 23 of said Assessor's Plat, thence South 88 deg. 01' 12" West 518.1 feet along the South line of Lot 24; thence North 37 deg. 51' 12" East 223.60 feet along the Southerly line of Court Street; thence North 87 45' 04" East 108.3 feet along the South line of Court Street; thence South 01 deg. 28' 48" East 142.20 feet along the East Line of Lot 38 of Rosemary Homesites Number 1 as extended to the North; thence North 88 deg. 01' 12" East 267.18 feet; thence South 3 deg. 11' East 30.05 feet to the point of beginning.

Also described as:

All the part of Lot 24 of the Assessor's Plat No. 1 of part of Lots 5, 6, 7, 8, 9 and 10 of the Subdivision of

Northwest 1/4 of Section 5 and Northeast 1/4 and Northeast 1/4 of Northwest 1/4 of Section 6, Town 1 North, Range 13 East, City of Fraser, Macomb County, Michigan, as recorded in Liber 14, Page 34 of Plats, Macomb County Records, described as: Beginning on the Westerly line of Utica Road, 66 feet wide, at the Northeasterly corner of said Lot 24; thence along the Westerly line of Utica Road, South 23 10' 14" East 224.16 feet; thence along the Southerly line of said Lot 24, South 87 deg. 41' 38" West 251.30 feet to the Northwesterly corner of Lot 23 of Assessor's Plat No. 1; thence North 3 deg. 11' 00" West 30.05 feet; thence South 88 deg. 01' 12" West 267.18 feet; thence along the Northerly extension of the Easterly line of Lot 38 of Rosemary Homesites No. 1 Subdivision (recorded in Liber 10, Page 72 of Plats, Macomb County Records), North 1 deg. 28' 48" West 142.20 feet; thence along the Southerly line of the proposed Court Street, South 87 deg. 45' 04" West, 108.30 feet; thence along the Easterly line of said Court Street South 37 deg. 51' 12" West 223.60 feet; thence along the Southerly line of said Lot 24, South 88 deg. 01' 12" West 31.36 feet; thence along the Westerly line of said Lot 24, North 39 deg. 22' 33" East 253.69 feet; thence along the Northerly line of said Lot 24, North 87 deg. 45' 04" East 441.41 feet and South 5 deg. 03' 34" East 23.66 feet and North 67 deg. 12' 13" East 117.00 feet to the point of beginning, and the West 20.0 feet of Lot 33, for street purposes of Rosemary Homesites No. 1 subdivision in the City of Fraser, Macomb County, Michigan, as recorded in Liber 10 of Plats, Page 72, Macomb County Records.

EXCEPTING THEREFROM THE FOLLOWING:

PARCEL B: Part of Lot 24 and all of Lot 23, Assessor's Plat No. 1, according to the recorded plat thereof, as recorded in Liber 14 of Plats, Page 34, Macomb County Records, and more particularly described as follows: Commencing at the Northeast corner of Lot 27 of said Assessor's Plat No. 1; thence South 23 deg. 10' 14" East, 9.66 feet along the Northeast line of said Lot 27; thence South

88 12' 20" West, 9.66 feet along the Southerly line of 14 Mile Road (1/2 = 42 feet wide); thence South 23 deg. 10' 14" East, 287.70 feet along the Southwesterly line of Utica Road (1/2 = 42 feet wide) to the point of beginning; thence continuing South 23 deg. 10' 14 3/4" East, 156.22 feet along the said Southwesterly line; thence along the Southerly line of said Lot 23 the following three (3) courses: (1) South 86 deg. 57' 38" West, 83.34 feet; (2) North 06 deg. 20' 19" West, 5.82 feet; (3) South 88 deg. 08' 07" West, 172.61 feet (record) 172.74 feet (measured); thence North 04 deg. 59' 10" West (record) North 03 deg. 11' 00" West (measured), 34.30 feet; thence continuing North 03 deg. 11' 00" West, 89.29 feet along the said Westerly line as extended; thence North 67 deg. 17' 19" East, 53.28 feet; thence North 88 deg. 31' 39" East, 152.82 feet to the point of beginning.

14-06-226-028

PARCEL 2 - 32875 UTICA PARCEL LEGAL DESCRIPTION:

(Per Chicago Title Insurance Company, Commitment No. 501218187NTS, Effective Date, October 25, 2023.)

Land Situated in the State of Michigan, County of Macomb, City of Fraser.

Part of Lots 24 and Lot 23, Assessor's Plat No. 1, according to the recorded plat thereof, as recorded in Liber 14 of Plats, page 34, Macomb County Records, and more particularly described as follows: Commencing at the Northeast corner of Lot 27 of said Assessor's Plat No. 1; thence South 23 degrees 10 minutes 14 seconds East, 9.66 feet along the Northeast line of said Lot 27; thence South 88 degrees 12 minutes 20 seconds West, 9.66 feet along the Southerly line of 14 Mile Road (1/2 = 42 feet wide); thence South 23 degrees 10 minutes 14 seconds East, 287.70 feet along the Southwesterly line of Utica Road (1/2 = 42 feet wide) to the Point of Beginning; thence continuing South 23 degrees 10 minutes 14 seconds East, 156.22 feet along the said Southwesterly line; thence South 86 degrees 57 minutes 38 seconds West, 83.34 feet along the Southerly line of said Lot 23; thence North 06 degrees 20 minutes 19 seconds West, 5.82 feet along Lot 23; thence South 88 degrees 08 minutes 07 seconds West, 45.09 feet along Lot 23; thence North 21 degrees 57 minutes 07 seconds West 21.57 feet; thence South 87 degrees 58 minutes 28 seconds West 119.70 feet to the Westerly line of said Lot; thence North 03 degrees 11 minutes 00 seconds West, 103.66 feet along the said Westerly line as extended; thence North 67 degrees 17 minutes 19 seconds East, 53.28 feet; thence North 88 degrees 31 minutes 39 seconds East, 152.82 feet to the Point of Beginning.

14-06-226-029

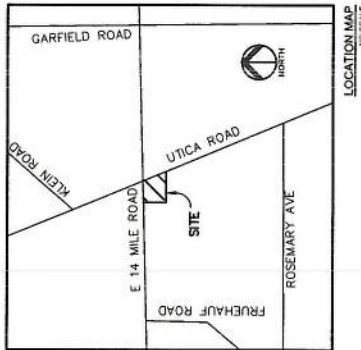
EXHIBIT B

CONDITIONAL REZONING PLAN

PRELIMINARY SITE PLANS

SHEETZ FRASER

32971 UTICA ROAD
CITY OF FRASER, MACOMB COUNTY, MICHIGAN



PERMIT / APPROVAL SUMMARY			
DATE SUBMITTED	DATE APPROVED	PERMIT / APPROVAL	SITE PLAN APPROVAL
12/15/2021			

- VARIANCES AND WAIVERS REQUESTED**
- FROM SECTION 12-100(1)(1) TO ALLOW A 24-HOUR OPERATION ON A PROPERTY CONTIGUOUS TO A RESIDENTIAL AND RESIDENTIAL DISTRICT.
 - FROM SECTIONS 12-100(1)(2) AND 12-100(1)(3) TO ALLOW A GAS STATION AND FAST FOOD RESTAURANT SERVICE TO BE LOCATED ON THE SAME LOT AS A RESIDENTIAL DISTRICT. THE ZONING ORDINANCE TO ALLOW A GAS STATION AND FAST FOOD RESTAURANT SERVICE TO BE LOCATED ON THE SAME LOT AS A RESIDENTIAL DISTRICT IS REQUIRED FOR A VARIANCE OF 13 PARKING SPACES.
 - FROM SECTION 12-100(1)(4) OF THE ZONING ORDINANCE TO ALLOW TWO (2) WALL SIGNS ON THE BUILDING OF THE PROPOSED DEVELOPMENT (WHICH ONLY ONE (1) FRONT WALL SIGN IS PERMITTED).
 - A VARIANCE FROM SECTION 12-100 AND 12-100(1)(5) OF THE ZONING ORDINANCE TO PERMIT OFF-STREET LOADING OF PAUL AND OTHER HARDWARE IN THE FRONT YARD AS SHOWN ON THE CONCEPTUAL DEVELOPMENT PLAN.

USE STATEMENT:

THE PROPOSED DEVELOPMENT WILL CONSIST OF A GAS STATION, CONVENIENCE STORE, AND RESTAURANT WITH DRIVE THROUGH.

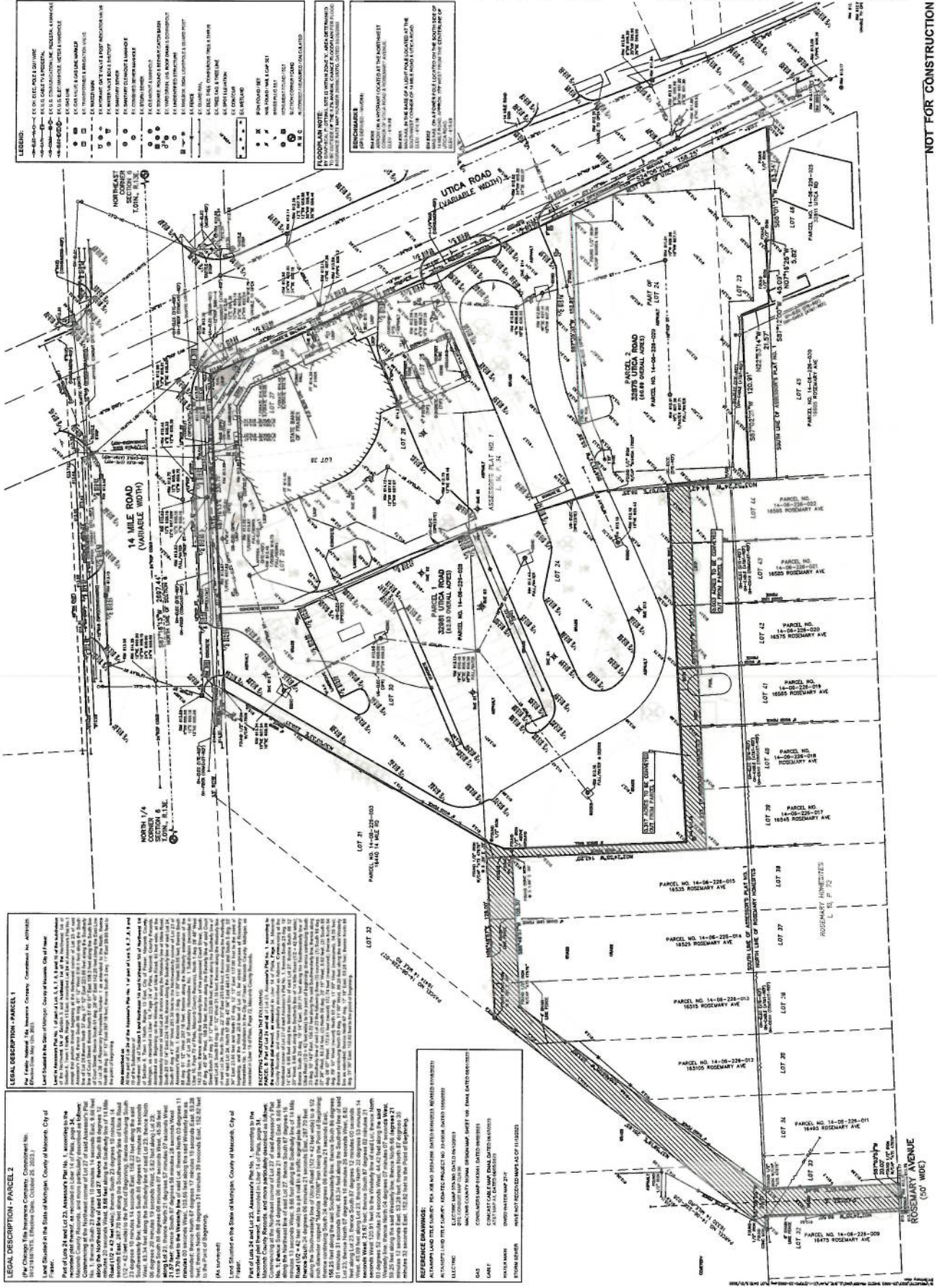
THIS DEVELOPMENT WILL HAVE 24-HOUR OPERATIONS. THE DESIGN OF THE SITE, INCLUDING BUILDING ORIENTATION, SETBACKS, AND LANDSCAPING WILL HELP MITIGATE ANY IMPACTS OF THE DEVELOPMENT TO THE SURROUNDING PROPERTY OWNERS. THE DEVELOPMENT IS ANTICIPATED TO OPEN IN SERVICE IN 2023.

DESIGN TEAM		OWNER	DEVELOPER	TENANT
		WELLS FARGO BANK 8000 BROOKSIDE ROAD SUITE 200 FRASER, MI 48226 CONTACT: PAUL TEOHONG PHONE: 248-220-0881 EMAIL: PAUL.TEOHONG@WELLS-FARGO.COM	PEA GROUP 1707 HEDGEWAY, STE. 115 FRASER, MI 48226 CONTACT: JACQUELYNNE PEA PHONE: 248-220-0881 EMAIL: JACQUELYNNE@PEAGROUP.COM	PEA GROUP 1707 HEDGEWAY, STE. 115 FRASER, MI 48226 CONTACT: JACQUELYNNE PEA PHONE: 248-220-0881 EMAIL: JACQUELYNNE@PEAGROUP.COM
		CIVIL ENGINEER	LANDSCAPE ARCHITECT	ARCHITECT
		PEA GROUP 1707 HEDGEWAY, STE. 115 FRASER, MI 48226 CONTACT: JACQUELYNNE PEA PHONE: 248-220-0881 EMAIL: JACQUELYNNE@PEAGROUP.COM	PEA GROUP 1707 HEDGEWAY, STE. 115 FRASER, MI 48226 CONTACT: JACQUELYNNE PEA PHONE: 248-220-0881 EMAIL: JACQUELYNNE@PEAGROUP.COM	CONVENIENCE ARCHITECTURE AND DESIGN P.C. 201 SHEETZ WAY FRASER, MI 48226 PHONE: 248-220-0881 EMAIL: TEOHONG@CONVENIENCE-ARCHITECTURE.COM

INDEX OF DRAWINGS	
NUMBER	TITLE
C-0.0	COVER SHEET
C-1.0	TOPOGRAPHIC SURVEY
C-2.0	PRELIMINARY SITE PLAN
C-3.0	PRELIMINARY GRADING PLAN
C-4.0	PRELIMINARY UTILITY PLAN
C-5.0	SHEETZ STANDARD DETAILS
C-6.0	NOTES AND DETAILS
L-1.0	PRELIMINARY LANDSCAPE PLAN
L-1.1	LANDSCAPE DETAILS
I-1.1	IRRIGATION PLAN
I-1.2	IRRIGATION PLAN
PHOTOMETRIC PLAN	
RL-9381-S1-143	PHOTOMETRIC PLAN
ARCHITECTURAL PLANS	
A110	FRAMING PLAN
A200	EXTERIOR ELEVATIONS
A201	EXTERIOR ELEVATIONS
AWNING	AWNING
SGCN	GAS FINISHING ELEVATIONS AND DETAILS
1	NONILLUMINANT SIGN DETAILS
1	PERIMETER WALL ELEVATIONS
1	WALL ENCLOSURE DETAIL

REVISIONS	
DESCRIPTION	DATE
ORIGINAL ISSUE DATE	12/15/2021
PEA GROUP	12/15/2021
PEA GROUP	12/15/2021
PEA GROUP	12/15/2021
PEA GROUP	12/15/2021
PEA GROUP	12/15/2021
PEA GROUP	12/15/2021
PEA GROUP	12/15/2021
PEA GROUP	12/15/2021
PEA GROUP	12/15/2021

NOT FOR CONSTRUCTION



PARCEL NO. 14-06-226-015
4636 ROSEMARY AVE



SCALE: 1" = 20'



CAUTION
UNDERGROUND UTILITIES MAY BE PRESENT. CALL BEFORE YOU DIG.

CLIENT
SKILKEN GOLD
2510 ADRIAN ROAD
ADRIAN, MI 48106

SKILKEN GOLD

PROJECT TITLE
SHEETZ FRASER
ADRIAN, MI

SHEETZ

REVISIONS

NO.	DATE	DESCRIPTION
1	12/15/2021	ISSUED FOR PERMIT
2	12/15/2021	ISSUED FOR PERMIT
3	12/15/2021	ISSUED FOR PERMIT
4	12/15/2021	ISSUED FOR PERMIT
5	12/15/2021	ISSUED FOR PERMIT
6	12/15/2021	ISSUED FOR PERMIT
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16	12/15/2021	ISSUED FOR PERMIT
17	12/15/2021	ISSUED FOR PERMIT
18	12/15/2021	ISSUED FOR PERMIT
19	12/15/2021	ISSUED FOR PERMIT
20	12/15/2021	ISSUED FOR PERMIT

DATE: 12/15/2021
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CHECKED BY: [Signature]
APPROVED BY: [Signature]

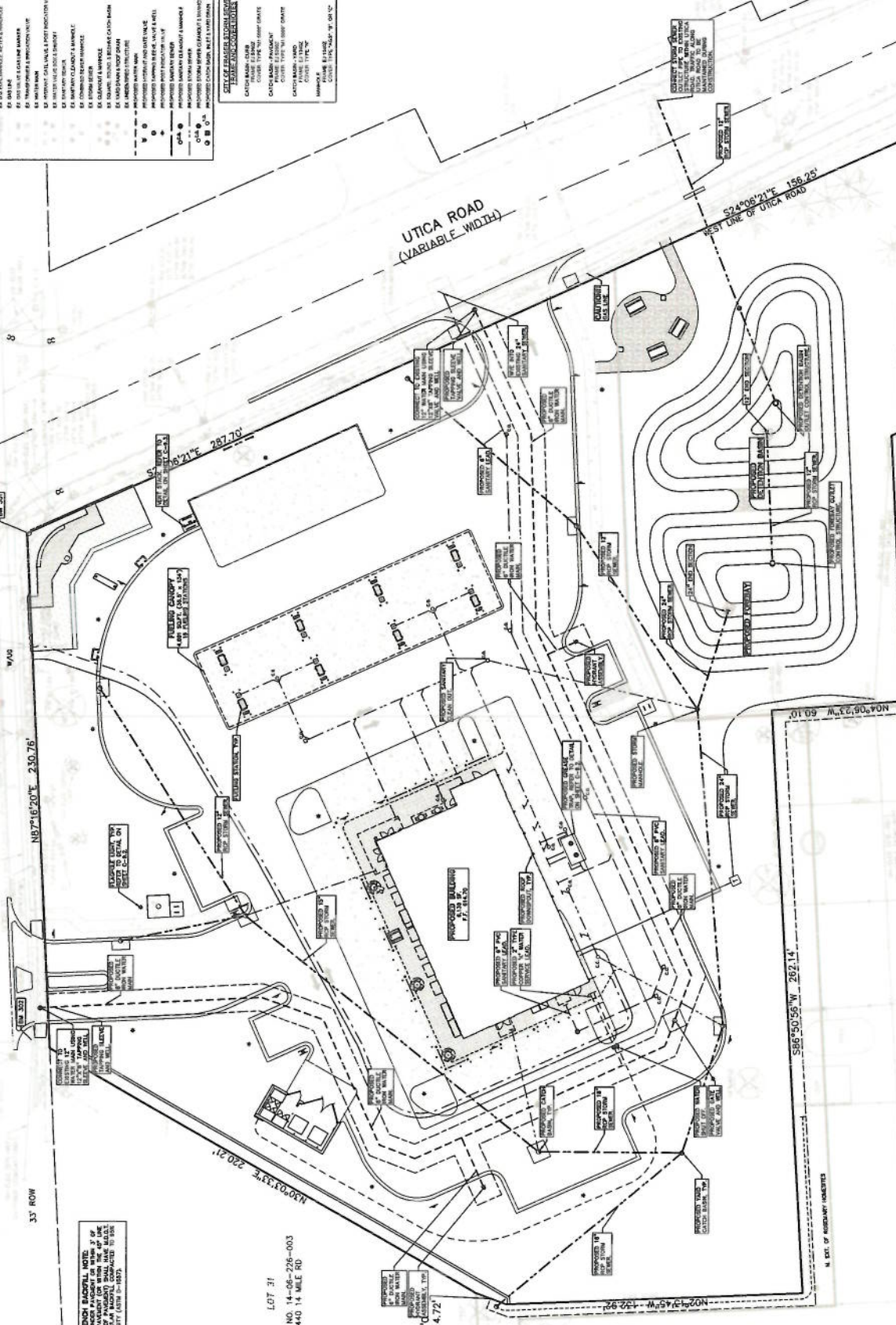
PRELIMINARY UTILITY PLAN

PROJECT NO.: 2021-0003
SHEET NO.: 1
DATE: 12/15/2021

C-6.0

NORTH LINE OF SECTION 6

S87°16'13"W 263.44'
NORTH LINE OF SECTION 6
14 MILE ROAD
(VARIABLE WIDTH)



LOT	PAF	PA	PI	P	PAI	PAI	PAI
LOT 38	14-06-226-015	14-06-226-015	14-06-226-015	14-06-226-015	14-06-226-015	14-06-226-015	14-06-226-015
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NOT FOR CONSTRUCTION



CAUTION
ALL UTILITIES SHOWN ARE BASED ON RECORD DRAWINGS AND FIELD SURVEY. VERIFY ALL UTILITIES PRIOR TO ANY EXCAVATION OR CONSTRUCTION.

CLIENT
SKILKEN GOLD
470 MONTE ROAD
COLORADO SPRING, CO 80906



PROJECT TITLE
SHEETZ FRASER
SHEETZ FRASER
1000000



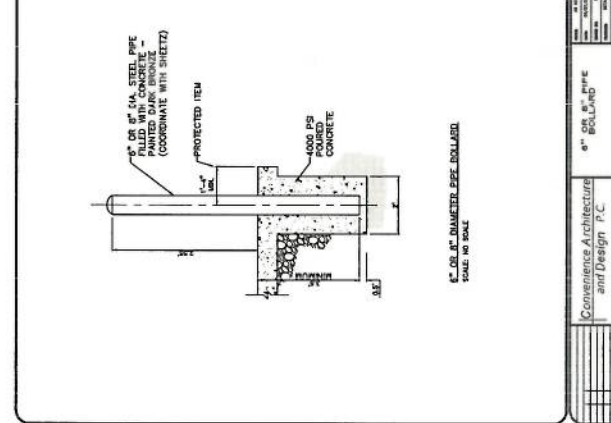
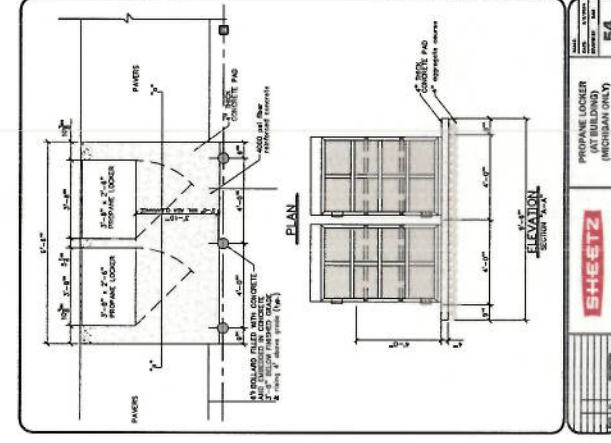
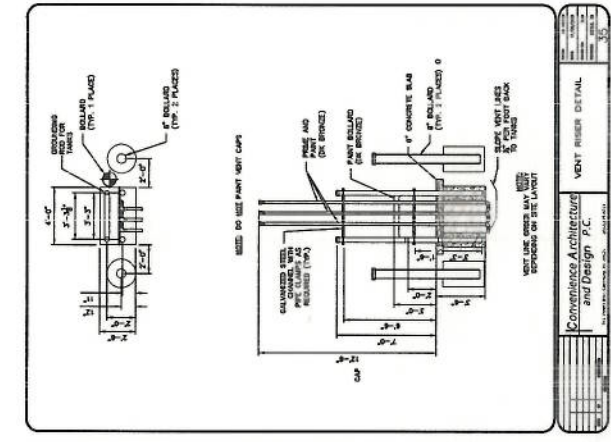
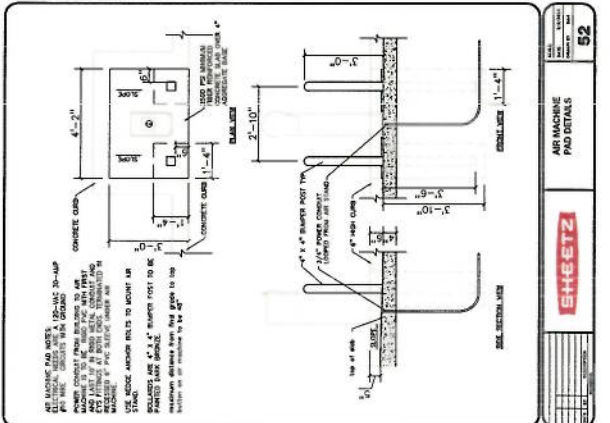
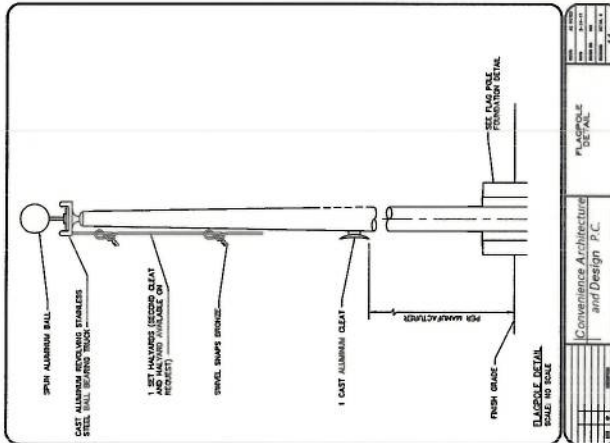
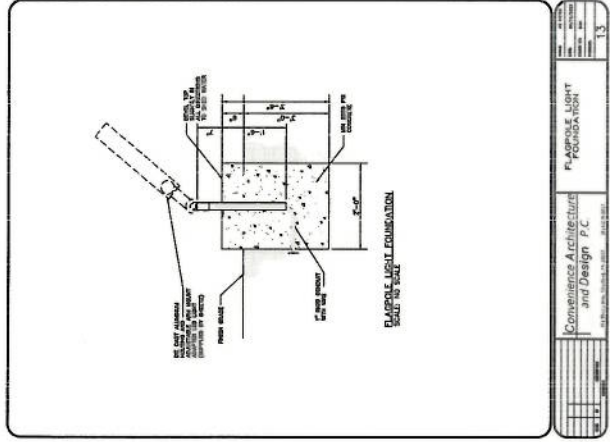
REVISION	DATE	BY	CHK
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2	12/12/2013	SK	SK
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5	12/12/2013	SK	SK
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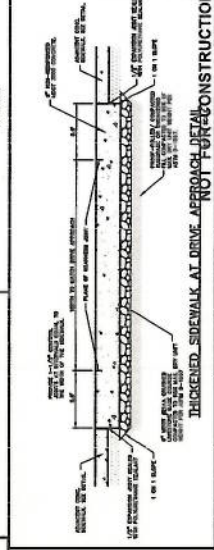
ORIGINAL ISSUE DATE
DECEMBER 11, 2013

**SHEETZ
STANDARD
DETAILS**

PEA JOB NO.	2022-0002
DATE	12/12/2013
BY	SK
CHK	SK
DES	SK
DRAWING NUMBER	

NOT FOR CONSTRUCTION **C-9.1**







CAUTION:
This drawing is for informational purposes only. It is not to be used for construction without the approval of the engineer of record. The engineer of record is responsible for the design and construction of the project.

CLIENT
SKILKEN GOLD
210 MORRIS ROAD
ANN ARBOR, MI 48106

PROJECT TITLE
SHEETZ FRASER
210 MORRIS ROAD
ANN ARBOR, MI 48106

SHEETZ

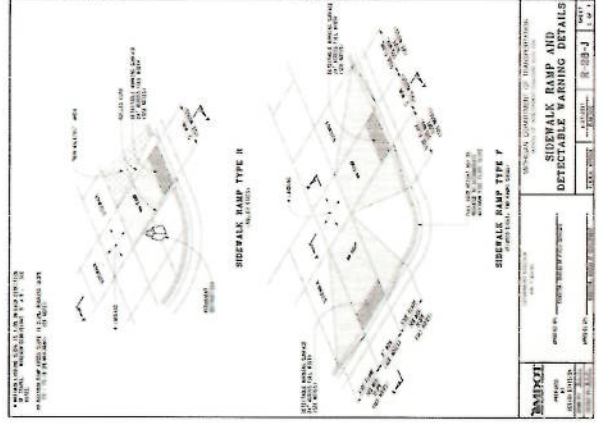
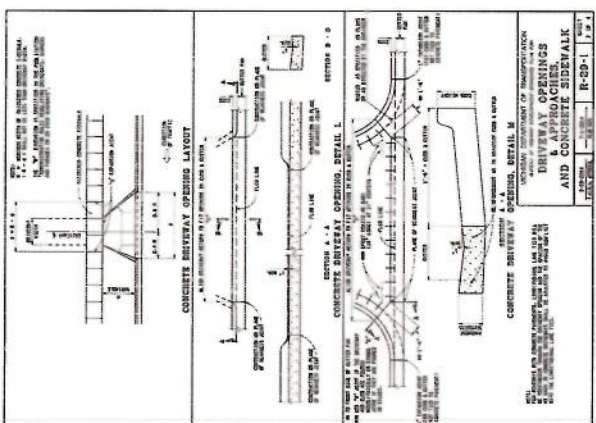
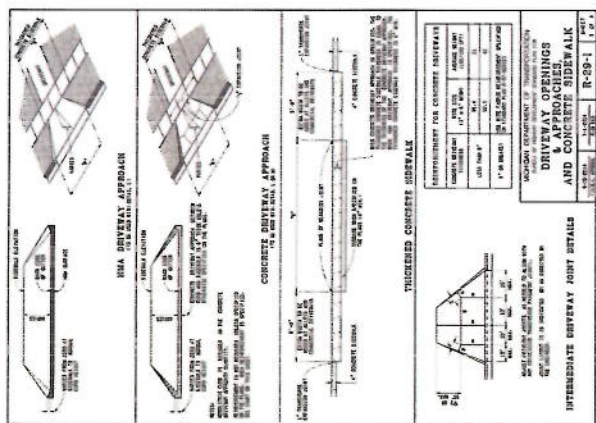
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NOTES AND DETAILS

PEA JOB NO.	2024-002
P.A.	BA
ON	BA
DES.	BA
DRAWING NUMBER	BA

C-9.3

NOT FOR CONSTRUCTION





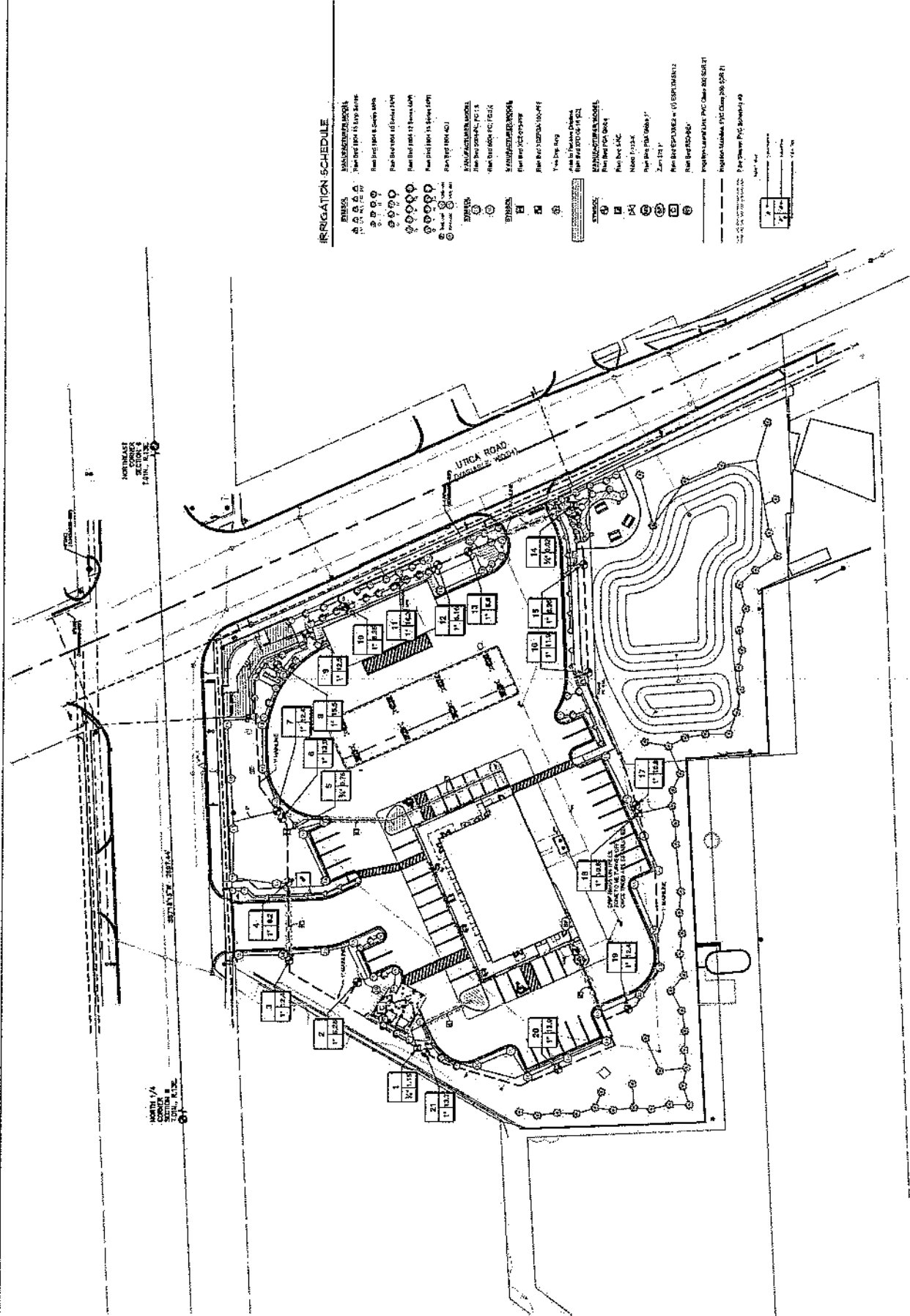
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FRASER, MI

10-7683 Results

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Kasper 89
DB
11/11/2024

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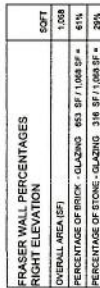
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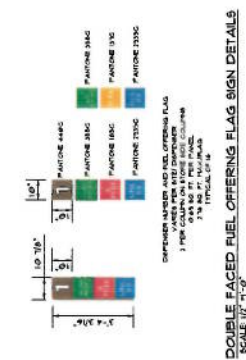
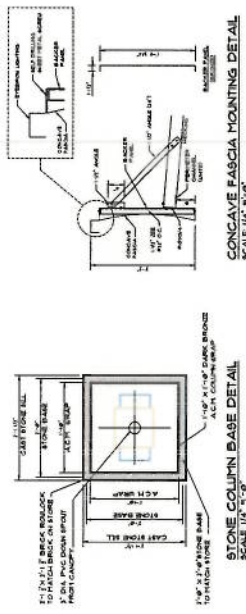
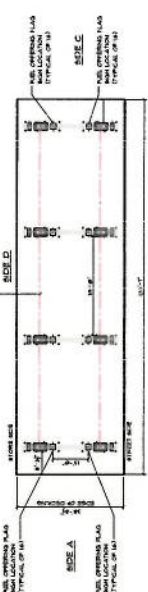


NOTE:

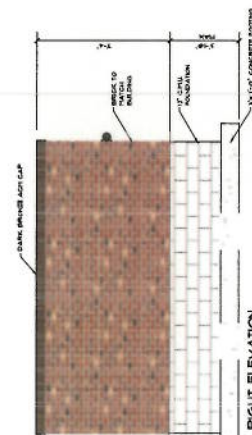
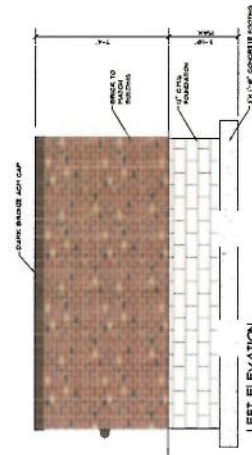
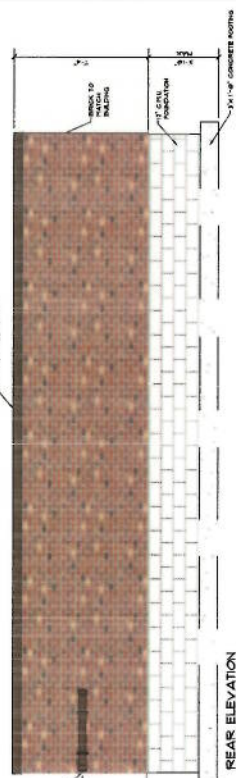
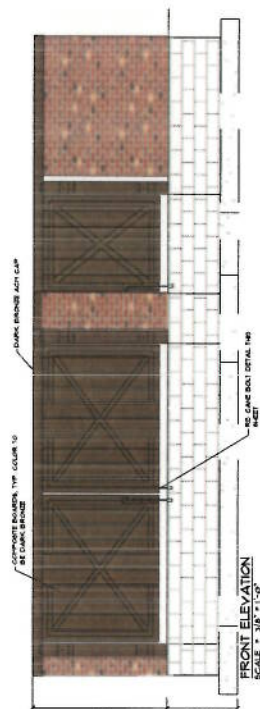
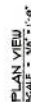
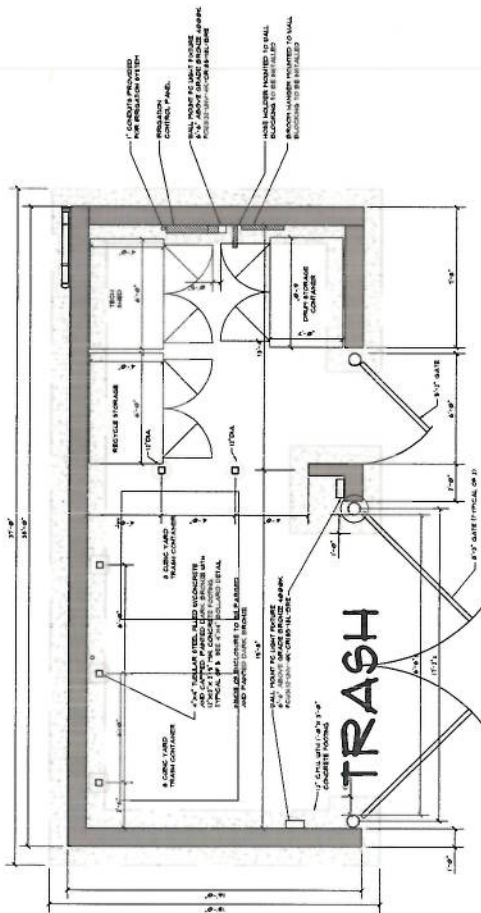
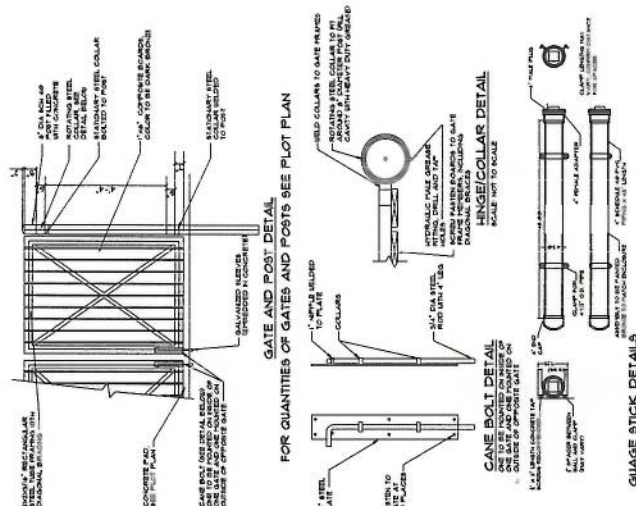
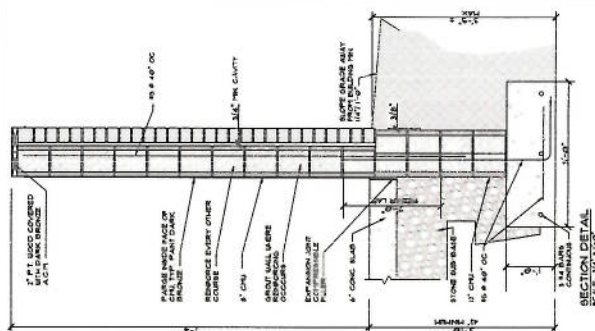
- * IRRIGATION HEADS ALONG STRAIGHT CURBS TO BE MINIMUM 4'-2" OFF THE CURB
- * HEADS AT DRIVEWAY CORNERS TO BE MINIMUM 5' OFF THE CURB
- * VALVE BOXES TO BE 5' OFF CURB

[illegible]







[illegible]

ISSUE: 04-04-24
PROJECT NO:
AUTHOR BY: NAM
REVIEW BY:
SHEET 11 OF 11

TRASH
ENCLOSURE

1

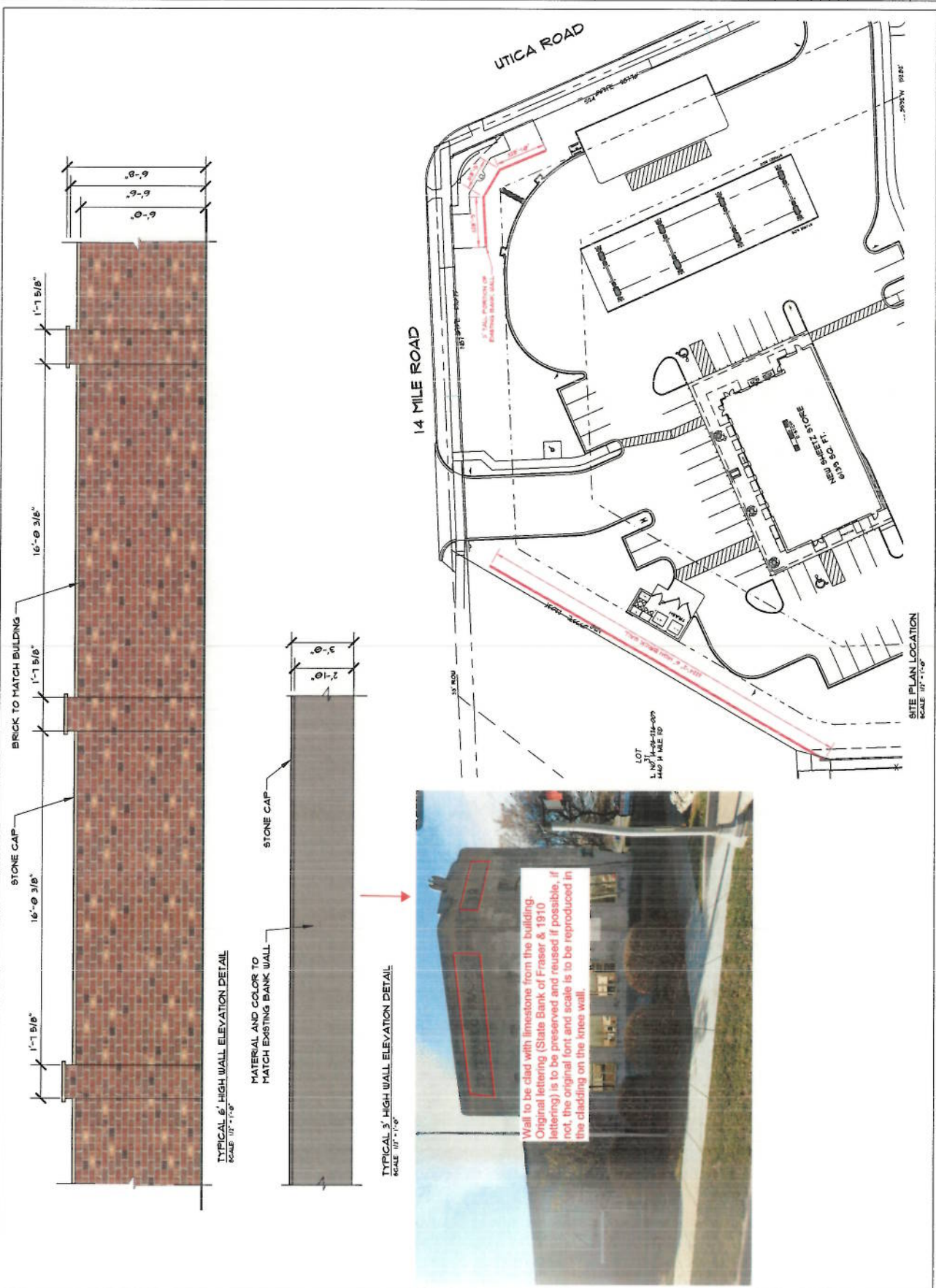


EXHIBIT C

REZONING CONDITIONS

1. The Property shall only be used for the following purposes:
 - a. Gasoline service station with convenience store
 - b. Fast-food restaurant without drive-through
 - c. All uses may be open for business to the general public for up to 24-hours per day
2. The Property will be developed in accordance with the Conditional Rezoning Plan attached hereto as Exhibit B, and the site plan that conforms to the Conditional Rezoning Plan to be approved by Planning Commission and as may be modified in accordance with this Conditional Rezoning Agreement.
3. The architecture and materials of the building and the fuel pump canopy will be in accordance with the elevations included in the Conditional Rezoning Plan, with brick and stone finishes covering all sides of the building, together with a cupola, high-quality metal finishes and windows/doors.
4. Certain parking, drive aisle, and setback dimensions as shown on the Conditional Rezoning Plan exceed zoning ordinance requirements as follows:
 - South property line setback – 20 feet required, 28 feet provided
 - Side and rear setbacks – 65 feet required, 88.62 feet provided
 - Parking – 9 foot wide spaces permitted, 10 foot wide spaces provided
 - Drive aisle – 24 foot width required, 30 foot width provided
5. Trees and other landscaping will be added to the Property as shown on the Conditional Rezoning Plan, which exceed zoning ordinance requirements as follows:

Ordinance Requirement

Proposed Landscape Plan

30% open space
10% existing tree preservation
6' screen wall
10' greenbelt
0 evergreen trees in greenbelt
6 trees - 14 Mile Road
15 trees – Utica Road

49.1% open space
39% existing tree preservation
6' existing screen wall to be refreshed
20' min. greenbelt (28' at south prop line)
38 evergreen trees (8' height) in greenbelt
9 trees - 14 Mile Road (3 existing; 6 new)
19 trees – Utica Road (7 existing; 12 new)
Trees & grass in picnic area
Flower/shrub beds at 14 Mile & Utica
Flower/shrub bed at Utica entrance

Sheetz shall maintain all landscaping on the Property as depicted on the Conditional Rezoning Plan, and shall within a commercially reasonable time replace any dead or diseased landscaping with new landscaping of like specification as set forth on the Conditional Rezoning Plan. Developer shall provide a performance surety bond in a form

reasonably acceptable to the City, upon which the City may draw in the event Developer fails to comply with the requirements of this paragraph, in the amount of the cost of the replacement for the landscaping provided pursuant to the Conditional Rezoning Plan for a period of two (2) years following the installation of the landscaping on the Property and the City's certification that the landscaping installed on the Property is in compliance with the Conditional Rezoning Plan.

6. The Proposed Development will be designed and constructed to prevent storm water drainage to the residential houses to the south by collecting all storm water drainage from the Property in the detention pond for discharge into the public storm water drainage system. Developer will maintain the drainage system and enter into a storm water maintenance agreement with Macomb County as required by the County, and a maintenance agreement with the City, if required by the City, which agreements shall be recorded against the Property with a copy provided to the City.
7. Developer is repurposing the vacant, abandoned, blighted Parcel 1 on which the Fraser State Bank was located, which includes the demolition and redevelopment of the former bank parcel with the Proposed Development.
8. Developer has voluntarily purchased Parcel 2, comprised of a vacant parking lot to the south of Parcel 1 on which a picnic area open to the public will be developed adjacent to the detention basin. The Proposed Development could be developed without Parcel 2, but the addition of this extra space will result in the demolition of an unused parking lot. Developer will redevelop Parcel 2 and maintain, at its expense (and enter into a maintenance agreement acceptable to the City), a picnic area for use by the general public with a gravel surface, picnic tables, a trash receptacle, shade trees, and ornamental plantings overlooking a dry storm water detention basin and walkway as shown on the Conditional Rezoning Plan. The picnic area shall be at least 3,000 square feet.
9. Developer will construct and maintain for public use a pedestrian plaza at the corner of 14 Mile and Utica Road where indicated on the Conditional Rezoning Plan (see Landscape Plan) to commemorate the location of the former State Bank of Fraser. A portion of the limestone facade materials of the Bank will be preserved and incorporated into a plaza area, which shall be comprised of dry-laid pavers, a concrete seating wall, and formal planting beds. The plaza will include a kneewall of at least eighty (80) feet in length and three (3) feet in height, to be fully face clad in limestone preserved from the original Bank building, including to the extent physically possible the sections of the Bank facades indicating "State Bank of Fraser" and the section of the Bank facade indicating "1910." In the event these sections cannot be preserved due to physical deterioration, the kneewall shall incorporate replicas thereof. A historical marker shall be mounted in the plaza. Developer will finalize the design for the plaza to be administratively approved by the City. Such area shall be at least 1,925 square feet. Developer will dedicate this plaza to the City if the City desires such dedication, otherwise Developer will maintain the plaza, at its expense (and enter into a maintenance agreement acceptable to the City).
10. If desired and requested in writing to Owner by any adjacent property owner to the south and west of Parcel 1 whose land encroaches into Parcel 1 as shown with red lines on the colored parcels on the attached ALTA/NSPS Land Title Survey prepared by PEA Group

by December 31, 2026, Owner will grant and convey by quit claim deed to each such property owner the land located on Parcel 1 owned by Owner that is north of and contiguous with the adjacent property owner's land. Owner will be responsible for submitting any land division, combination, and/or boundary line adjustment application and complying with any other requirements of the City to facilitate any such conveyance, at Owner's expense.

11. Developer will replace the existing wood fence near the western boundary of the Property with a new masonry wall six feet (6') in height, with sufficient distance from the west property line to enable Developer to maintain the west side of such wall without trespass. Developer shall maintain such new wall at its sole expense. Developer shall also maintain the existing masonry wall on the south and west sides of Parcel 1. Developer will retain ownership or reserve an easement on the land immediately (a) west of the existing wall on the west property line to maintain the west side of such wall, and (b) south of the existing wall on the south property line to maintain the south side of such wall. Developer shall enter into an agreement with the City for the foregoing maintenance obligations, as approved by the City.
12. As a traffic safety enhancement, the Proposed Development will limit access to 14 Mile Road to a right-in, right-out access only, as shown on the Conditional Rezoning Plan. Developer will install traffic control signage on its site and will reimburse the City for any cost associated with the installation of a traffic control sign on 14 Mile Road that meets the minimum requirements of the Michigan Manual on Uniform Traffic Control Devices.
13. Developer will donate \$50,000 to the City to be used, at the time, place, and in the manner determined by the City, for the paving and/or improvements to major City roads for the benefit of the entire community. The first payment of \$25,000 shall be made at such time that Developer has obtained all permits and other governmental approvals for the Proposed Development and commenced the installation of building footings. The second payment of \$25,000 shall be made upon Developer's receipt of a certificate of occupancy (temporary or final) for the Proposed Development.



Memorandum

TO: Fraser Planning Commission
FROM: Lauren Sayre, AICP
 Alyssa Ericson
SUBJECT: Gasoline Service Station Canopy Lighting
DATE: July 3, 2025

During the May 8, 2025 City Council Meeting, City Council directed Planning Commission to amend the zoning ordinance to allow for a maximum of 20 footcandles for gasoline station canopies. Below are the proposed changes to the zoning ordinance. Also attached is the proposed City Council resolution for ordinance adoption. **Please note that we have included both self-service and service stations, as the zoning ordinance specifies full-service and self-service gasoline stations, separately. Rather than identify all the areas of the ordinance that make this distinction and consolidating at this time, we have added definitions for both types, and this will be consolidated during the full zoning ordinance update.**

PROPOSED CHANGES

Section 32-3 Definitions. *The following definitions are proposed to be added to Sec. 32-3.*

Gasoline Self-Service Station Canopy. A structure used to shelter pump islands and adjacent service lanes.
Gasoline Service Station Canopy. A structure used to shelter pump islands and adjacent service lanes.

Section 32-86(6) Lighting. *The proposed changes to the maximum illumination levels are included in **Bold Red** text below.*

(6) The intensity of outdoor lighting in all use districts shall be limited to the following maximum amounts:

Schedule of Maximum Illumination
 (in foot candles measures at the surface)

Illumination of	Residential	Office and Public Buildings	Commercial	Industrial
General	0.5	0.5	0.5	0.5
Driveway	1.0	3.0	4.0	2.0
Parking	1.0	3.0	4.0	3.0
Walks	0.5	1.0	2.0	1.0
Protective	0.5	2.0	3.0	2.0
Building	0.5	3.0	5.0	5.0
Loading areas	N/A	1.0	1.0	1.0
Gasoline self-service station canopy	N/A	20.0	20.0	N/A
Gasoline service station canopy	N/A	20.0	20.0	N/A

No light measured (at eye level) at the property line between any non-residential use and any residential district or use shall be greater than one-quarter ($\frac{1}{4}$) foot candle at the side and rear property line, nor greater than one-half ($\frac{1}{2}$) foot candle or the intensity of the available street lighting at the front property line, whichever is greater.

CITY OF FRASER
MACOMB COUNTY, MICHIGAN

ORDINANCE NO. 279-____

**AN ORDINANCE TO AMEND THE CITY OF FRASER ZONING
ORDINANCE TO ADD A MAXIMUM ILLUMINATION LEVEL FOR
GASOLINE SELF-SERVICE STATION CANOPIES AND GASOLINE
SERVICE STATION CANOPIES.**

THE CITY OF FRASER ORDAINS:

Section 1. Section 32-3 of the City of Fraser Zoning Ordinance shall be amended to include the following definitions, to be inserted in alphabetical order:

Gasoline Self-Service Station Canopy. A structure used to shelter pump islands and adjacent service lanes.

Gasoline Service Station Canopy. A structure used to shelter pump islands and adjacent service lanes.

Section 2. Section 32-86(6) of the City of Fraser Zoning Ordinance shall be amended as follows:

(6) The intensity of outdoor lighting in all use districts shall be limited to the following maximum amounts:

**Schedule of Maximum Illumination
(in foot candles measures at the surface)**

Illumination of	Residential	Office and Public Buildings	Commercial	Industrial
General	0.5	0.5	0.5	0.5
Driveway	1.0	3.0	4.0	2.0
Parking	1.0	3.0	4.0	3.0
Walks	0.5	1.0	2.0	1.0
Protective	0.5	2.0	3.0	2.0
Building	0.5	3.0	5.0	5.0
Loading areas	N/A	1.0	1.0	1.0
Gasoline self-service station canopy	N/A	20.0	20.0	N/A
Gasoline service station canopy	N/A	20.0	20.0	N/A

No light measured (at eye level) at the property line between any non-residential use and any residential district or use shall be greater than one-quarter (¼) foot candle at the side and rear

property line, nor greater than one-half (½) foot candle or the intensity of the available street lighting at the front property line, whichever is greater.

Section 3. All other provisions of the Fraser Zoning Ordinance not specifically amended by this Ordinance shall remain in full force and effect.

Section 4. This ordinance shall take effect ten (10) days after enactment or upon publication of a notice of adoption of the ordinance, whichever time period is longer.

This ordinance was duly adopted at a regular meeting of the City Council of the City of Fraser on the ____ day of _____ 2025.

MICHAEL LESICH, Mayor

AUGUST GITSCHLAG, City Clerk

CERTIFICATION

I, August Gitschlag, City Clerk for the City of Fraser, County of Macomb, State of Michigan, certify that this is a true copy of an Ordinance adopted by the Council of the City of Fraser at its _____ meeting on _____, _____, 2025.

AUGUST GITSCHLAG, CITY CLERK

PUBLICATION DATE:

Monday, _____, 2025

Macomb Daily

CITY OF FRASER

ORDINANCE NO. 279-____

NOTICE OF ADOPTION OF ORDINANCE

The City of Fraser has adopted an ordinance to amend Section 32-3 of Zoning Ordinance No. 279 to add definitions of gasoline self-service station canopies and gasoline service station canopies and to amend Section 32-86 of Zoning Ordinance No. 279 to establish maximum illumination levels for such canopies. This amendment shall take effect ten (10) days after enactment or upon publication of this Notice of Adoption, whichever time period is longer. A copy of the Ordinance can be inspected or obtained from the City Clerk's office in City Hall, 33000 Garfield Road, Fraser, Michigan 48026, during normal business hours.



Monthly Planning & Zoning Report

For June 2025

McKenna provides day-to-day assistance to the City, applicants, and the public regarding zoning, planning and economic development matters.

PLANNING, ZONING, DESIGN & ECONOMIC DEVELOPMENT ACTIVITY

As part of our services to the City, McKenna reviews Planning Commission applications and provides recommendations on long range planning, land use, zoning, and design. The following is a summary of active developments; **yellow highlighting indicates new updates for the month.**

PROJECT # / ADDRESS	SCOPE	STATUS / NEXT STEPS
SP21-08 34400 Utica Hockeyland Outlot SLU 24-01	Site plan approval with conditions granted on August 4, 2021.	Site plan approval extended for 12 months, August 2, 2023, subject to site plan amendment approval. Approved to apply for foundation permits. Revised site plan approved at September PC meeting. CofO contingent on satisfaction of all PC conditions of approval. Lot split application approved in October 2022. Approved to move forward with the process without finalized parking agreement. Construction underway. Planning Commission conditionally approved the site plan with amendments to the conditions regarding off-site shared parking agreements. SLU modification approved at March 6, 2024 PC Meeting. Big Boy / Hockeyland management met with City (building, planning, engineering, legal) and has submitted a plan to complete all outstanding items by September 30, 2024. Big Boy / Hockeyland met with City in October to discuss outstanding items.
RZ23-02 32981 & 32875 Utica Road Sheetz	Conditional rezoning from CBD to CG to operate a gas station and fast food restaurant.	Public hearing at the January 3, 2024 Planning Commission Meeting. Planning Commission recommended denial of conditional rezoning to City Council at January 3, 2024 Planning Commission Meeting.



PROJECT # / ADDRESS	SCOPE	STATUS / NEXT STEPS
		City Council approved Conditional Rezoning on October 30, 2024. Applicant is currently revising the agreement in accordance with conditions provided at the meeting. <i>“Motion by Perry supported by Sutherland to approve the conditional rezoning application RZ23-02 based on the information presented by Sheetz with modifications to the maintenance of landscaping, the presentation of a compliant lighting plan, and Sheetz covering the cost of any land transfers to neighboring residents.”</i> The site plan will return to Planning Commission, but Planning Commission will only be able to ensure that the conditions of the conditional rezoning agreement are met. Sheetz obtained a variance for their lighting under the fuel pump canopy to allow a maximum illumination of 30fc at the City Council meeting on May 8, 2025. Sheetz has submitted a final site plan as part of their CRA and will be reviewed at the July 21, 2025 Planning Commission agenda.
SP 24-01 ZBA 24-03 34400 Klein Foundation Solutions 360	Site Plan amendment to remove ZBA condition and add paved parking area. Variance amendment to remove shared parking requirement. Variance request to increase parking setback nonconformity.	The site plan will be reviewed at the April 3, 2024 PC meeting. The variance requests granted at the May 2, 2024 ZBA meeting. The site plan was approved at the June 5, 2024 PC meeting. The site plan is in engineering review.
ZBA 24-06 33420 Utica Road Use Variance for multiplex development SP 24-07 33420 Utica Road	Request for a use variance to construct a multiplex development in the RM district. Request for site plan approval for multiplex development.	The Zoning Board of Appeals approved the use variance at the November 7, 2024 meeting. Planning Commission tabled site plan on January 13, 2025. Applicant to return with revisions. The site plan was conditionally approved at the March 5, 2025 meeting. The applicant has submitted updated plans that meet the conditions required and is now in engineering review.
SP 24-08 17689 Masonic Blvd Strip Mall	Request for site plan approval for commercial strip mall.	Applicant postponed review at the January 13, 2025 Meeting. The applicant will revise site plan and return to Planning Commission. The site plan was conditionally approved at the March 5, 2025 meeting. The applicants is obtaining DPW approvals.



PROJECT # / ADDRESS	SCOPE	STATUS / NEXT STEPS
<i>SP 25-01, 25-02 16945 Masonic Blvd</i>	Request for new commercial driveway.	Planning Commission conditionally approved the proposal for a new commercial driveway at the February 5, 2025 Planning Commission Meeting.
<i>ZBA 25-01 16945 Masonic Blvd</i> <i>De-Cal Mechanical</i>	Request for parking reduction variance and driveway width reduction variance	As a condition of approval the applicant is seeking 2 variances, 1 for parking reduction and one for driveway width. ZBA granted the parking reduction but not the driveway width on March 6 ,2025. Planning Commission, on May 7, 2025, approved the Class A Nonconformity Status.
<i>RZ 25-01, Hayes Road</i>	Rezoning from RL to RM to develop site condominiums.	Planning Commission recommended approval of the rezoning request to rezone a parcel on Hayes Road near 14 Mile Road from RL to RM, in order to develop 8-site condominiums on May 7, 2025. City Council approved the rezoning on June 12, 2025. The applicant will return to PC for site plan approval.
<i>ZBA 25-02 31471 Grove</i>	To request a variance to construct a 6 ft tall sight-obscuring fence on a corner lot, parallel to a side street.	The ZBA will hear this case at the July 17, 2025 meeting.
<i>SLU 25-02 33341 Kelly Road</i> <i>Complete Auto Care</i>	To obtain special land use approval to allow an automobile heavy repair garage in an "IR – industrial restricted" zoning district.	The PC will hear this case at the July 21, 2025 meeting.

LOOKING FORWARD

- Full Zoning Ordinance Rewrite (End of 2025 – Early 2026)

CONTACT US

Should you have any questions on the above projects or would like additional information, please contact your City of Fraser team at:

- Lauren Sayre (lsayre@mcka.com)
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