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PRESS RELEASE  
TUESDAY, JULY 1, 2025

**PRESS RELEASE**

2:25-cv-11970-MAG-EAS

ABULWAHAB ELSHAMI, ET AL V. CITY OF MELVINDALE, ET AL  
UNITED STATES DISTRICT COURT – EASTERN DISTRICT OF MICHIGAN  
HONORABLE MARK A. GOLDSMITH

FEDERAL LAWSUIT FILED MONDAY, JUNE 30, 2025, AGAINST THE CITY OF MELVINDALE, DIX AUTO CLINIC, LLC, AND ABBAS KHALIL AOUN, FOR ILLEGAL ZONING MORATORIUM, PROPERTY RIGHTS VIOLATIONS, CIVIL CONSPIRACY TO BLOCK LAWFUL BUSINESS OPERATIONS, AND VIOLATIONS OF PLAINTIFFS’ CONSTITUTIONAL PROPERTY RIGHTS.

The civil rights attorneys at *Just Right Law*, led by Muneeb M. Ahmad and Syed Hussain Akbar, have filed a federal lawsuit on behalf of small business owners Abdulwahab Elshami, Shaif Mahyoub Alzaokari, and Dhaifallah Ali Alowmari d/b/a Omari Auto Shop against the City of Melvindale, Dix Auto Clinic, LLC, and Abbas Khalil Aoun.

A copy of the Complaint, filed with the United States District Court – Eastern District of Michigan on Monday, June 30, 2025, is attached to this press release for further consideration.

This lawsuit responds to the coordinated actions of the City of Melvindale, Dix Auto Clinic, LLC, and Abbas Khalil Aoun to strip Plaintiffs of their long-established property rights and block a business that has operated lawfully for over 44 years. Plaintiffs seek to hold all Defendants accountable and protect their right to fair and lawful treatment under the Constitution.

The Complaint details how the City enforced a legally baseless and selectively applied zoning moratorium targeting auto repair shops, pharmacies, and used car sales businesses — an action Plaintiffs argue is not only unlawful but also discriminatory and economically harmful.

Key Allegations Include:

- A long-term zoning moratorium enacted and enforced without lawful authority, used to target specific businesses.
- Collusion between City officials and Dix Auto Clinic to deprive Plaintiffs of their vested property rights through misrepresentation and denial of a Certificate of Occupancy.



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- Over \$480,000 in economic damages, including lost business income, property devaluation, and interference with valid leases.

“This case is about more than one auto repair shop. It’s about whether cities can weaponize zoning to reward some businesses and destroy others without due process. We’re fighting back — not only for our clients, but for every Melvindale business owner who’s been pushed aside by political favoritism,” said Muneeb M. Ahmad, Managing Partner at Just Right Law.

This lawsuit is part of a broader effort to expose and eliminate the abuse of power and selective enforcement practiced by the City of Melvindale and its allies. It stands as a beacon of hope for property owners and small business operators who have been silenced, ignored, or pushed aside by unlawful zoning tactics. This case gives voice to those fighting for fairness, due process, and the right to use their property without political interference or discrimination.

The firm is actively exploring whether additional property owners may have suffered similar harm under the City's zoning moratorium and invites them to come forward.

We respectfully request the press to share this information with the public. We ask anyone who has been subjected to discriminatory zoning practices, denied property rights, or has information related to the actions of the City of Melvindale, Dix Auto Clinic, LLC, or Abbas Khalil Aoun to contact us.

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**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF MICHIGAN SOUTHERN DIVISION**

ABDULWAHAB ELSHAMI,  
An Individual, and  
SHAIF MAHYOUB ALZAOKARI,  
An Individual  
DHAIFALLAH ALI ALOWMARI,  
An Individual d/b/a OMARI AUTO SHOP  
Plaintiffs,

vs.

CITY OF MELVINDALE,  
A Michigan Municipal Corporation,  
DIX AUTO CLINIC, LLC  
A Michigan Limited Liability Company; and  
ABBAS KHALIL AOUN  
An Individual  
Defendant.

Case No: Honorable: Magistrate:
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**RECORDS PRESERVATION  
NOTICE**

**You, Defendants, are hereby notified to preserve during the pendency of this action all records and documents in all forms and formats (digital, electronic, film, magnetic, optical, print, etc.) that are relevant or may lead to relevant information, and to notify your employees, agents and contractors that they are required to take appropriate action to do the same.**

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**PLAINTIFFS' COMPLAINT**

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There is no other civil action arising out of the same transaction or occurrence as alleged in this Complaint pending before this Court, nor has any such action been previously filed and dismissed or transferred after having been assigned to a judge, nor do I know of any other civil action between these parties, arising out of the same transaction or occurrence as alleged in this Complaint that is either pending or was previously filed and dismissed, transferred, or otherwise disposed of.

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Muneeb M. Ahmad, Esq.

**NOW COME** Plaintiffs, ABDULWAHAB ELSHAMI, an Individual, and SHAIIF MAHYOUB ALZAOKARI, an Individual, and DHAIFALLAH ALI ALOWMARI, an Individual d/b/a OMARI AUTO SHOP, by and through Plaintiffs' undersigned counsel, AHMAD & AKBAR LAW, PLLC, d/b/a/ JUST RIGHT LAW, and for their Complaint against Defendant CITY OF MELVINDALE, a Michigan Municipal Corporation, DIX AUTO CLINIC, LLC, a Michigan Limited Liability Company; and ABBAS KHALIL AOUN, an Individual, hereinafter state as follows:

**PARTIES**

1. At all times relevant herein, Plaintiff ABDULWAHAB ELSHAMI (hereinafter referred to as "*Elshami*") was, and currently is an individual residing in Wayne County, Michigan.
  2. At all times relevant herein, Plaintiff SHAIIF MAHYOUB ALZAOKARI (hereinafter referred to as "*Alzaokari*") was, and currently is an individual residing in Wayne County, Michigan.
  3. At all times relevant herein, Plaintiff DHAIFALLAH ALI ALOWMARI, was, and
- 06.30.25 Plaintiffs' Complaint, p. 2

currently is an individual residing in Wayne County, Michigan, doing business as OMARI AUTO SHOP (hereinafter referred to as “*Omari*”).

4. Upon information and belief, at all times relevant herein, Defendant CITY OF MELVINDALE (hereinafter referred to as the “*City*” or the “*City of Melvindale*”) is a Michigan municipal corporation with its principal offices located at 3100 Oakwood Boulevard, Melvindale, Michigan 48122.
5. Upon information and belief, at all times relevant herein, Defendant DIX AUTO CLINIC, LLC, is a Michigan Limited Liability Company conducting business in the City of Melvindale, Michigan.
6. Upon information and belief, at all times relevant herein, Defendant ABBAS KHALIL AOUN (hereinafter referred to as “*Aoun*”) was, and currently is an individual residing, and/or conducting business in Wayne County, Michigan as the owner or meaning member of Defendant Dix Auto Clinic, LLC (hereinafter collectively referred to as “*Dix Auto Clinic*”).

### **JURISDICTION AND VENUE**

7. This Court has subject matter jurisdiction over this action pursuant to:
  - a. 28 U.S.C. § 1331, as this action arises under the Constitution and laws of the United States, specifically the Fifth and Fourteenth Amendments to the United States Constitution and 42 U.S.C. § 1983;
  - b. 28 U.S.C. § 1343(a)(3), as this action seeks to redress the deprivation of rights secured by the Constitution of the United States and federal law;
  - c. 42 U.S.C. § 1983 and the Equal Protection Clause as enumerated through the 14<sup>th</sup> Amendment of the U.S. Constitution, and Title VII of the Civil Rights Act of

1964, 42 U.S.C. § 2000e, et seq; and

d. 28 U.S.C. § 1367(a), as this Court has supplemental jurisdiction over the state law claims, which are so related to the federal claims that they form part of the same case or controversy.

8. Venue is proper in the Eastern District of Michigan pursuant to 28 U.S.C. § 1391(b) because Defendants are located within this judicial district and the events giving rise to this action occurred within this district.

### **INTRODUCTION**

9. Plaintiff Elshami, Plaintiff Alzaokari (hereinafter referred to as “*Plaintiff Owners*”) are the owners of real property located at 18809 Dix Road, Melvindale, Michigan 48122 (hereinafter referred to as the “*Commercial Property*”).

10. Plaintiff Owners’ Commercial Property has continuously been used as an auto repair shop for over 44 years, without any interruption, building modifications or changes that would affect its status as a legal nonconforming use under the City of Melvindale Code Section 24-503 (hereinafter referred to as the “*Legally Vested Property Right*”);

11. Plaintiff Owners and Plaintiff Omari (hereinafter collectively referred to as the “*Plaintiffs*”) bring forth this instant action against Defendant City of Melvindale, Defendant Dix Auto Clinic (hereinafter collectively referred to as “*Defendants*”) for violations of Plaintiffs’ federally protected civil rights as enumerated under the Fifth and Fourteenth Amendments to the United States Constitution and 42 U.S.C. § 1983.

12. Among other things, upon information and belief, these violations were based on 06.30.25 Plaintiffs’ Complaint, p. 4

unlawful conduct, including, but not limited to:

- a. Defendant City's arbitrary and capricious change in the practical effect of its Zoning Ordinance;
- b. Defendant City's arbitrary and capricious enactment of an unlawful and indefinite moratorium in violation of the Michigan's Zoning Enabling Act (MZEA);
- c. Defendant City's arbitrary and capricious application of its own zoning rules and its unlawful moratorium in an arbitrary and selective manner;
- d. Defendants, working hand in hand with each other to divest Plaintiff Owners and their Commercial Property of its Legally Vested Property Right;
- e. Defendant City's arbitrary and capricious denial of Plaintiffs continued use of their Commercial Property pursuant to its Legally Vested Property Right;
- f. Defendant Dix Auto Clinic making knowingly false representations to Defendant City regarding the ownership of the Commercial Property with the intent that Defendant City would rely on them;
- g. Defendant City's arbitrary and capricious reliance on Defendant Dix Auto Clinic's false representations to Defendant City regarding the ownership of the Commercial Property, despite knowing – or, at a minimum, having reason to know – based on Defendant City's property ownership records that Defendant Dix Auto Clinic's representations were false;
- h. Defendant Dix Auto Clinic making knowingly false representations to Defendant City regarding the future of the Commercial Property and its Legally Vested Property Right, with the intent that Defendant City would rely on them;
- i. Defendant City's arbitrary and capricious reliance on Defendant Dix Auto Clinic's false representations regarding the future of the Commercial Property and its Legally Vested Property Right, despite knowing – or, at a minimum, having reason to know – based on Defendant City's property ownership records that Defendant Dix Auto Clinic's representations were false;
- j. Defendant Dix Auto Clinic making knowingly false representations to Defendant City regarding Plaintiff Owners' alleged intent to stop using the

Commercial Property consistent with its Legally Vested Property Right, with the intent that Defendant City would rely on them.

- k. Defendant City arbitrary and capricious reliance on Defendant Dix Auto Clinic's false representations regarding Plaintiff Owners' alleged intent to stop using the Commercial Property consistent with its Legally Vested Property Right, despite knowing – or, at a minimum, having reason to know – based on Plaintiffs representations to the contrary that Defendant Dix Auto Clinic's representations were false;
- l. Defendants, working hand in hand with each other to enforce Defendant City's unlawful moratorium in an arbitrary manner against Plaintiffs, while allowing Defendants Dix Auto Clinic and possibly other similar businesses to operate in contravention of it.
- m. Defendant City's arbitrary and capricious enforcement of its unlawful moratorium in an arbitrary manner against Plaintiffs, while allowing Defendants Dix Auto Clinic and possibly other similar businesses to operate in contravention of it.
- n. Defendants, working hand in hand with each other to have Defendant City deny Plaintiffs' application for a C of O in an arbitrary and capricious manner.
- o. Defendants, working hand in hand with each other to not inspect Plaintiff Owners' Commercial Property in further of the Defendant City's arbitrary and capricious denial of Plaintiffs' C of O Application;
- p. Defendant City's arbitrary and capricious denial of Plaintiffs' C of O application after payment of all associated application costs and fees by Plaintiffs and acceptance of those costs and fees by Defendant City.
- q. Defendant Dix Auto Clinic making knowingly false representations to Defendant City regarding the Commercial Property's habitability for fitness, and alleged defects to the Commercial Property, including but not limited to its roof, with the intent that Defendant City would rely on them;
- r. Defendant City arbitrary and capricious reliance on Defendant Dix Auto Clinic's false representations regarding the Commercial Property's habitability for fitness, and alleged defects to the Commercial Property, including but not limited to its roof, despite knowing – or, at a minimum, having reason to know – that Defendant City previously inspected the

Commercial Property in 2020 and never raised any concerns about the same;

- s. Defendant City, by and through its Mayor, Nicole M. Shkira, making knowingly false statements during a public City Council meeting, stating in substance that the Commercial Property had not been issued a C of O because it was in extreme disrepair and not up to code, despite knowing – or, at a minimum, having reason to know – that the City had inspected the Commercial Property and approved its use in 2020 and never raised any concerns about the same;
- t. Defendant City arbitrarily and capriciously refusing to inspect Plaintiff Owners' Commercial Property, prior to its denial of Plaintiffs' C of O Application and despite payment of all associated inspection costs and fees by Plaintiffs and acceptance of those costs and fees by Defendant City;
- u. Defendants, working hand in hand with each other to delay any responses to Plaintiffs' FOIA Request, which has the practical effect of unlawfully denying Plaintiffs' FOIA Request;
- v. Defendant City's arbitrary and capricious delay in the production of public information which has the practical effect of unlawfully denying of Plaintiffs Freedom of Information Act request for information (hereinafter referred to as "FOIA Request").
- w. Defendant City's arbitrary and capricious refusal to provide any meaningful and/or substantive responsive information to Plaintiffs' requests inquiring into the rational basis for Defendant City's actions.

13. Defendants' acts above, as well as other actions, or lack thereof (hereinafter collectively referred to as the "*Unlawful Conduct*") intentionally violated Plaintiffs' constitutional rights, including but not limited to, their rights under the Takings Clause and the Due Process and Equal Protection Clauses of the Fourteenth Amendment.

14. Despite the Legally Vested Property Right, the Defendant City's Unlawful Conduct is an unconstitutional "taking" and has effectively destroyed Plaintiff Owner's Legally Vested Property Rights in the Commercial Property without notice, recourse, or just

compensation.

15. Upon information and belief, there is a process by which the zoning of a parcel can be changed, and Defendant City has not engaged in this process.

16. Instead, it has engaged in a legally flawed ad hoc process that strips Plaintiff Owners of their Legally Vested Property Right in their Commercial Property without any legal recourse.

17. Defendants' Unlawful Conduct has effectively destroyed Plaintiff Owners' Legally Vested Property Right in the Commercial Property and interfered with valid contractual relationships, causing substantial damages including, but not limited to:

- a. Economic damages attributable to Plaintiff Owners in the form of lost rental income at the rate of \$3,000 per month, which is estimated to date to be Twelve Thousand (\$12,000.00 Dollars), which economic damages continue to increase every day;
- b. Economic damages attributable to Plaintiff Owners in the form payment of taxes and property maintenance, which is estimated to date to be One Thousand Two Hundred (\$1,200.00) Dollars, which economic damages continue to increase every day;
- c. Diminution of the Commercial Property's value attributable to Plaintiff Owners;
- d. Interference with a valid lease agreement between Plaintiffs
- e. Economic damages attributable to Plaintiff Omari in the form of lost wages and lost profits estimated to date to be Forty-Four Thousand (\$44,000.00) Dollars, which economic damages continue to increase every day; and
- f. Unnecessary expenditure of costs and attorney fees attributable to Plaintiffs in excess of Thirty Thousand (\$30,000.00) Dollars, which continue to increase which economic damages continue to increase every day.

18. Through this action, Plaintiffs seeks declaratory and injunctive relief and damages for  
06.30.25 Plaintiffs' Complaint, p. 8

violations of their constitutional rights, as well as relief under the Michigan Zoning Enabling Act (MCL 125.3208) for Defendant City's Unlawful Conduct and interference with Plaintiff Owners' Legally Vested Property Right in the Commercial Property.

**FACTUAL ALLEGATIONS**

19. Plaintiffs reallege and incorporate by reference the allegations in all preceding paragraphs of this Complaint.

**CITY OF MELVINDALE'S ZONING AND NONCONFORMING USE ORDINANCE**

20. The Michigan Zoning Enabling Act (MZEA), MCL 125.3101, et seq governs zoning within municipal governments such as Defendant City.

21. MCL 125.3202(1), entitled Zoning ordinance; determination by local legislative body; amendments or supplements; notice of proposed rezoning, provides in relevant part as follows:

(1) The legislative body of a local unit of government may provide by ordinance for the manner in which the regulations and boundaries of districts or zones shall be determined and enforced or amended or supplemented. Amendments or supplements to the zoning ordinance shall be adopted in the same manner as provided under this act for the adoption of the original ordinance.

(2) Except as provided in subsection (3), the zoning commission shall give a notice of a proposed rezoning in the same manner as required under section 103.

...

(4) An amendment to a zoning ordinance by a city or village is subject to a protest petition under section 403.

...

22. Michigan law entitles pre-existing lawful uses to continue. To this end, MCL 125.3208(1) provides that any “use... of the land [that] is lawful at the time of enactment of a zoning ordinance... may be continued although the use does not conform.

23. Further, MCL 125.3208(3), provides in relevant part that “[t]he legislative body may acquire, by purchase, condemnation, or otherwise, private property or an interest in private property for the removal of nonconforming uses and structures. The legislative body may provide that the cost and expense of acquiring private property may be paid from general funds or assessed to a special district in accordance with the applicable statutory provisions relating to the creation and operation of special assessment districts for public improvements in local units of government. Property acquired under this subsection by a city or village shall not be used for public housing.

24. MCL 125.3208(4) further states that “[t]he elimination of the nonconforming uses and structures in a zoning district is declared to be for a public purpose and for a public use. The legislative body may institute proceedings for condemnation of nonconforming uses and structures under 1911 PA 149, MCL 213.21 to 213.25.

25. As a well-settled rule, a temporary cessation of a nonconforming use or the temporary vacancy of buildings used for a nonconforming use does not in itself operate to effect abandonment of the nonconforming use, where the circumstances, conditions, and statements of the owner are consistent with or evidence of an intention not to abandon the nonconforming use. See *Adams v. Kalamazoo Ice & Fuel Co.* (1928) 245 Mich 261; 06.30.25 Plaintiffs’ Complaint, p. 10

See also *Civic Asso. of Dearborn v. Horowitz* (1947) 318 Mich 333; *Rudnik v. Mayers*, 387 Mich. 379 (1972); and *Livonia Hotel, LLC v. City of Livonia*, 259 Mich. App. 116 (2003).

26. Upon information and belief, Defendant City of Melvindale was incorporated as a village in 1922 and then as a city by approximately 1933.

27. Upon information and belief, prior to August 19, 1981, Defendant City of Melvindale, enacted Ordinance Number 442, which established the current Zoning Ordinance otherwise referred to as Chapter 24.

28. Upon information and belief, the City's Zoning Ordinance, specifically Code Section 24-503, defines how pre-existing (nonconforming) uses in Defendant City are to be handled.

29. Upon information and belief, Code Section 24-503, which is Defendant City's Ordinance on Nonconforming Uses of Structures, provides in relevant part:

If lawful use, involving individual structures with an assessed value of \$500.00 or more of structure and premises in combination, exists on August 19, 1981, that would not be allowed in the district under the terms of this chapter, the lawful use may be continued so long as it remains otherwise lawful, subject to the following provisions:

...

(2) If any such nonconforming use of a structure ceases for any reason ***for a period of more than six months***, such use shall conform to the regulations specified by this chapter for the district in which such use is located.

**Ex. 1 – Sec 24-503 Non-Confirming Use Ordinance (*Emphasis Added*).**

30. Plaintiff Owners' Commercial Property is located within Defendant City.

31. Upon information and belief, at all times relevant herein, the Commercial Property was zoned and still maintains zoning within the City as C-2 General Commercial use.
32. However, upon information and belief, since at least as early as August 19, 1981, the Commercial Property has maintained its Legally Vested Property Right as an auto repair shop.
33. Upon information and belief, property records confirm that between December 12, 1987, to August 18, 1999 a Mr. Maurice and Mrs. Holly Chevalier were the owner of the Commercial Property, which at all times during that period operated as an auto repair shop consistent with its continuous nonconforming use. **Ex. 2 – Property History.**
34. On or about August 18, 1999, Plaintiff Owners' Father, a Mr. Mayoub Elshami, became the owner of the Commercial Property, which again, since that period, operated as an auto repair shop consistent with its continuous nonconforming use. **Ex. 2 – Property History.**
35. Subsequently, sometime in or about 2005, Plaintiff Owners purchased the Commercial Property and became the owners. **Ex. 2 – Property History.**
36. As Defendants are aware, the Commercial Property's sole and continuous use has been as an auto repair shop, consistent with its Legally Vested Property Right.
37. Plaintiff Owners have continuously leased the Commercial Property to either Defendant Aoun or his family since their ownership so as to operate it consistently with its Legally Vested Property Right as an auto repair shop.
38. To that end, on or about January 1, 2020, Plaintiffs entered into a lease with Defendant

Dix Auto Clinic, with it being executed by Defendant Aoun, as the LLC's sole member, and by Defendant Aoun, individually. **Ex. 3** – Dix Auto Clinic Lease.

39. The Dix Auto Clinic Lease was set to expire at midnight on December 31, 2024. **Ex. 3** – Dix Auto Clinic Lease.

### **CITY OF MELVINDALE'S ILLEGAL MORATORIUM**

40. Upon information and belief, on or about June 17, 2020, Defendant City of Melvindale made a motion on what appeared to be an interim zoning ordinance which imposed a moratorium (hereinafter referred to as the "*Moratorium*") on new auto repair shops within the City.

41. Upon information and belief, pursuant to available online records for Defendant City as it pertained to the Council Meeting of the Defendant City of Melvindale, which was held on Wednesday June 17, 2020, Resolution 20-06-131, which passed by a 4-1 vote provided:

**20-06-131** Moved by Cartrette and supported by Rauser, to place a moratorium on any new pharmacies, used car sales shops, and/or auto repair shops, to deal with the debts and issues associated with those businesses and to be concurrent with our new City Master Plan.

**Ex. 4** – June 17, 2020, City Council Meeting Resolution 20-06-131.

42. Subsequently, on or about August 19, 2020, Defendant City adopted the Moratorium by way of Resolution 20-08-101. **Ex. 5** – August 19, 2020, Moratorium Resolution 20-08-101.

43. Upon information and belief, Defendant City of Melvindale's alleged new Master Plan was adopted by the City Council on or about November 17, 2021, by way of Resolution

21-11-253. **Ex. 6** – Master Plan PDF & Council Resolution.

44. However, upon information and belief, on January 18, 2023, through Resolution 23-01-011, the Defendant City extended its moratorium, enacted pursuant to Defendant City of Melvindale’s Resolution 20-06-131 (hereinafter referred collectively referred to as the “*Moratorium*”). **Ex. 7** – January 18, 2023, City Council Meeting Resolution 23-01-011.

45. Importantly, neither the resolutions for the Moratorium, nor the Moratorium itself, defined the term “new” or “auto repair shops,” provided any substantive justification for its continuation, or established a definite end date.

46. The MZEA contains no general authorization for long-term moratoria.

47. Under MCL 125.3404(4), an interim zoning ordinance (for adopting the first zoning ordinance) “shall be limited to 1 year from the effective date and to not more than 2 years of renewal thereafter by resolution.

48. Beyond that, there is no statutory power to extend or suspend zoning by mere resolution.

49. Michigan’s “legislative equivalency” doctrine provides that an ordinance, once enacted, may only be amended, suspended, or repealed by another ordinance—not by a resolution or other lesser act. See *Rollingwood Homeowners Corp. v. City of Flint*, 386 Mich. 258, 264 (1971) (“[A]n ordinance may not be amended or repealed by a mere resolution.”).

50. As such, Defendant City’s actions in connection with its Moratorium violate Michigan’s legislative equivalency doctrine, which prohibits modifying or suspending an ordinance

by resolution. See *Rollingwood Homeowners Corp.* at 264. (ordinances may not be amended or repealed by resolution).

**DEFENDANTS' CONSPIRE TO DIVEST PLAINTIFF OWNERS' COMMERCIAL PROPERTY OF ITS LEGALLY VESTED PROPERTY RIGHT AS AN AUTO REPAIR SHOP**

51. In anticipation of the expiration of its lease, Defendant Dix Auto Clinic approached Plaintiff Owners and offered to purchase the Commercial Property from Plaintiff Owners for a verbal cash offer of approximately Four Hundred Thousand (\$400,00.00) Dollars.

52. Plaintiff Owners, not wanting to sell the Commercial Property, rejected the offer by Defendant Dix Auto Clinic.

53. Upon information and belief, Defendant Dix Auto Clinic then sought to relocate its business operations to 19125 Dix Road, Melvindale, MI 48122 (hereinafter referred to as "*19125 Dix*" or "*New Dix Auto Clinic Location*").

54. Upon information and belief, at all times relevant herein, 19125 Dix was zoned, and still maintains zoning within the C-2 General Commercial Use, which is the same as Plaintiff Owners' Commercial Property at issue herein.

55. Upon information and belief, 19125 Dix had previously remained vacant for at least 6 months, but more likely upwards of approximately 3 years, prior to Defendant Dix Auto Clinic seeking to use the site to operate an auto repair shop.

56. To this end, upon information and belief, Defendant Dix Auto Clinic in response to Plaintiff Owners' refusal to sell them the Commercial Property, and with the spiteful

intent to cut out any competition from Plaintiff Owners' Commercial Property, sought to divest Plaintiff Owners' Legally Vested Property Right in the Commercial Property forever.

57. To that end, Defendant Dix Auto Clinic:

- a. Intentionally advised Defendant City that Defendant Dix Auto Clinic was looking to move their business operations to another location within Defendant City because Plaintiff Owners' Commercial Property was not in good repair.
- b. Intentionally made false representations about Plaintiff Owners and the Commercial Property, wherein they stated that the Commercial Property was not fit for its use and had alleged defects, including but not limited to a leaking roof.
- c. Intentionally made false representations to Defendant City that Plaintiff Owners' wanted to relinquish their Legally Vested Property Right.

58. Upon information and belief, despite knowing – or, at a minimum, having reason to know – that Defendant Dix Auto Clinic representations were false, Defendant City worked hand in hand with Defendant Dix Auto Clinic so as to allow Defendant Dix Auto Clinic to move their operations to 19125 Dix as the expense of Plaintiff Owners.

59. Upon information and belief, disregarding their Moratorium and in an effort to discriminate against Plaintiff Owners' in favor of Defendant Dix Auto Clinic, Defendants devised a calculated plan (hereinafter referred to as "*Defendants' Plan*") whereby they mutually agreed, among other things, that:

- a. Dix Auto Clinic Lease would end its lease as scheduled on December 31, 2024;
- b. Dix Auto Clinic would then continue renting the Commercial Property on a

month to month basis for an additional 6 months;

- c. During this 6 month period, Defendant Dix Auto Clinic would move its operations to the 19125 Dix property, while phasing out performance of auto repairs at the Commercial Property;
- d. Defendant City would not grant Plaintiff Owners or any prospective tenant a C of O to use the Commercial Property pursuant to its Legally Vested Property Right as an auto repair shop;
- e. Defendant City would not provide or delay providing any information to Plaintiffs as it pertained to Defendant City's approval of Defendant Dix Auto Clinic's use of 19125 Dix property as an auto repair shop;
- f. Defendant City would not provide or delay providing any historical or property records to Plaintiffs as it pertained to 19125 Dix; and
- g. Defendant City would not provide or delay providing any information to Plaintiffs about the legality of their actions in connection with the enactment of zoning ordinances or the Moratorium.

60. Upon information and belief, the intent of Defendants' Plan was to allow Defendant City to arbitrarily and capriciously claim that Plaintiff Owners' Legally Vested Property Right in the Commercial Property expired under the language of Code Section 24-503, which is Defendant City's Ordinance on Nonconforming Uses of Structures.

61. On or about December 31, 2024, the Dix Auto Clinic Lease expired. **Ex. 3** – Dix Auto Clinic Lease.

62. Subsequently, upon information and belief, consistent with and in furtherance of Defendants' Plan, Defendant Dix Auto Clinic continued to operate their auto repair business under the Dix Auto Clinic Lease terms on a month to month basis.

63. Upon information and belief, consistent with and in furtherance of Defendants' Plan,

Defendant Dix Auto Clinic began winding down its business operations at the Commercial Property, while it continued using it as an auto repair shop through the end of March 2025.

64. In anticipation of Defendant Dix Auto Clinic's anticipated departure and vacancy of the Commercial Property, Plaintiff Owners entered into discussion with Plaintiff Omari to lease the Commercial Property for its continued use as an auto repair shop, consistent with its Legally Vested Property Right, sometime in March of 2025.

65. In March 2025, and in anticipation of operating an auto repair shop at the Commercial Property, Plaintiff Omari quit his job as an auto mechanic.

66. However shortly thereafter on or about April 9, 2025, upon information and belief, consistent with and in furtherance of Defendants' Plan, Plaintiff Omari and Plaintiff Owners, by and through their Attorney, Afan Bapacker, were advised by, Brad Burns, Defendant City's Chief Building Official (hereinafter referred to as "*Burns*" or the "*Chief Building Official*"), that Plaintiffs would be unable to continue to use the Commercial Property pursuant to its Legally Vested Property Right as an auto repair shop, and directed Plaintiffs to Defendant City's Attorney, a Mr. Lawrence Coogan (hereinafter referred to as "*L. Coogan*" or "*Defendant City's Attorney*") for further information.

67. To that end, on or about April 9, 2025, Plaintiff Owners' Attorney, Afan Bapacker, contacted and left a telephone message for Defendant City's Attorney to obtain additional information in this regard. **Ex. 8** – April 10, 2025, Email to L. Coogan

68. On April 10, 2025, Plaintiff Owners' Attorney, Afan Bapacker, followed up with Defendant City's Attorney regarding his voicemail message from the prior day by dispatching an email requesting a conversation to discuss the matter. **Ex. 8** – April 10, 2025, Email to L. Coogan.

69. Upon information and belief, upon information and belief, consistent with and in furtherance of Defendants' Plan, Defendant City's Attorney failed to respond to this email correspondence in writing.

70. That same day, upon information and belief, consistent with and in furtherance of Defendants' Plan, on or about April 10, 2025, Defendant Dix Auto Clinic, vacated the Commercial Property, having paid rent through March 2025.

71. Having not heard back from Defendant City's Attorney, in response to his April 10<sup>th</sup> Email, on or about April 16, 2025, Plaintiff Owners' Attorney, Afan Bapacker, issued a FOIA request to Defendant City of Melvindale. **Ex. 9** – April 16, 2025, FOIA Request.

72. The FOIA request specifically requested that for the time period beginning January 1, 2020, through March 31, 2025, and relative to the property located at 19125 Dix Road, Melvindale, MI 48122 (i.e., the New Dix Auto Clinic Location), Defendant City provide the following information:

- a. Permit applications submitted for the property,
- b. Zoning applications or requests,
- c. Any related approvals or denials,
- d. All communications, including all email exchanges,

- e. Police reports, if any, and
- f. Minutes or recordings of any City Counsel or any other city meetings relating to the application.

**Ex. 9** – April 16, 2025, FOIA Request.

**THE CITY OF MELVINDALE’S INCONSISTENT APPLICATION OF  
ITS ILLEGAL MORATORIUM**

73. On or about April 18, 2025, Plaintiffs entered into a new five-year lease agreement so as to allow Plaintiff Omari to operate the Commercial Property consistent with its Legally Vested Property Right as an auto repair shop. **Ex. 10** – 2025 Omari Lease.

74. The new lease agreement provided for a term from May 1, 2025, through April 30, 2030, at a monthly rental rate of \$3,000. **Ex. 10** – 2025 Omari Lease.

75. Still not having received a written response back from Defendant City’s Attorney in connection with his April 10, 2025 email message, that same day, on April 18, 2025, Plaintiff Owners’ Attorney, Afan Bapacker, dispatched another correspondence to Defendant City’s Attorney, again requesting the basis for the denial of Plaintiffs’ application to operate the Commercial Property consistent with its Legally Vested Property Right as an auto repair shop, and also included a copy of the new lease to further support Plaintiff Owners’ intent not to abandon the Legally Vested Property Right and to continue the historical use of the Commercial Property. **Ex. 11** – April 18, 2025, Letter to L. Coogan.

76. Upon information and belief, on or about April 21, 2025, Plaintiff Omari submitted a

Business License Application to Defendant City of Melvindale to operate the Commercial Property consistent with its Legally Vested Property Right as an auto repair shop and paid the associated application fee.

77. On April 24, 2025, upon information and belief, consistent with and in furtherance of Defendants' Plan, without even conducting any inspection of the Commercial Property, Defendant City issued a denial of Plaintiff Omari's new tenant's Business License Application. **Ex. 12** – April 24, 2025, Denial Letter.

78. Despite the Commercial Property's Legally Vested Property Right as an auto repair shop, Defendant City's denial was purportedly based on the unlawful Moratorium.

79. The denial occurred despite the fact that there had been no six-month gap in the Commercial Property's Legally Vested Property Right as an auto repair shop, and no intentional abandonment of such use - both of which would be required for termination of nonconforming use rights under Michigan Law.

80. Upon information and belief, during the same period that the City denied Plaintiff's application, and despite its zoning as C-2 General Commercial use, upon information and belief, consistent with and in furtherance of Defendants' Plan, Defendant City approved Defendant Dix Auto Clinic's request to operate its auto repair business at the 19125 Dix property, demonstrating selective and discriminatory enforcement of its zoning ordinances and the Moratorium.

81. Upon information and belief, consistent with and in furtherance of Defendants' Plan, during this time frame, a representative from Defendant City's Counsel again reiterated  
06.30.25 Plaintiffs' Complaint, p. 21

that Plaintiff Omari that he would not be able to use Plaintiff Owners' Property for an auto repair facility and offered to find him a new location outside the City.

82. Plaintiff Omari rejected this offer.

83. On April 25, 2025, upon information and belief, consistent with and in furtherance of Defendants' Plan, Defendant City finally responded to Plaintiff Owners' Attorney's FOIA request by stating that "*In response to that request, the City of Melvindale is hereby issuing a notice extending in time for not more than ten ( 10) business days the period which it may respond to the request as provided by the Freedom of Information Act.*" **Ex. 13** – April 25, 2025, City FOIA Response Letter.

84. Subsequently on April 30, 2025, Defendant City's Attorney finally responded to Plaintiff Owners' Attorney, Afan Bapacker's inquiry regarding the Commercial Property and the status of its Legally Vested Property Right. **Ex. 14** – April 30, 2025, L. Coogan Response Letter.

85. upon information and belief, consistent with and in furtherance of Defendants' Plan, among other things Defendant City, by and through its Attorney stated that "*. . . the city adopted Resolution 20-06-131 establishing a moratorium on 'used car sales shops and auto repair shops' based on the updated City Master Plan. The moratorium was extended in January 2023 by resolution 23-01-011.*" **Ex. 14** – April 30, 2025, L. Coogan Response Letter.

86. upon information and belief, consistent with and in furtherance of Defendants' Plan, the letter went on to state that "*When the business at 18809 Dix Rd. vacated the property* 06.30.25 Plaintiffs' Complaint, p. 22

*on or about January 6, 2025, its status as a legal non-conforming use subsequently ended. Therefore, when 19125 Dix opened after 18809 Dix was vacated, there was no net increase in auto-related businesses.” Ex. 14 – April 30, 2025, L. Coogan Response Letter.*

87. However, this was clearly false, as Defendant Dix Auto Clinic did not vacate the Commercial Property on January 6, 2025, but rather vacated it on or about April 10, 2025.

88. On May 2, 2025, the Yemeni American Chamber of Commerce, dispatched correspondence on behalf of Plaintiffs, to Defendant City’s Council requesting assistance in concerns about:

- a. The City’s apparent moratorium on new auto-related facilities (Resolution 23-01-011), while allowing a similar business (our client’s prior tenant) to operate at 19125 Dix Road.
- b. The legal nonconforming use protections under Melvindale Code Sec. 24-503 as it related to Plaintiffs’ Commercial Property.

**Ex. 15 – May 2, 2025, Letter to City Council.**

89. Further the Yemeni American Chamber of Commerce’s correspondence specifically requested:

- a. Clarification on the City’s position on the Commercial Property’s occupancy status; and
- b. That the City Council address the inconsistency in applying the Moratorium, given the approval of a comparable use at 19125 Dix Road.

**Ex. 15 – May 2, 2025, Letter to City Council.**

90. With no response forthcoming from Defendant City or its City Counsel, on May 15, 2025, Plaintiffs' Undersigned Counsel, dispatched correspondence to Defendant City and its Attorney, which specifically stated: "*We respectfully request the City to clarify its position on my Clients' Property's occupancy status and to explain and address the inconsistency in applying the moratorium against my Clients and their Property, given the approval of a comparable use at 19125 Dix Road.*" **Ex. 16** – May 15, 2025, Letter to City.

91. This request again having fallen on deaf ears, Plaintiffs and their Undersigned Counsel appeared at Defendant City's Council Meeting that was held on Wednesday, May 21, 2025, to address the issue.

92. Upon information and belief, consistent with and in furtherance of Defendants' Plan, conveniently neither Defendant's City Attorney, Mr. Coogan, nor the Defendant City's Council President appeared for this meeting to address any questions about the issue.

93. Upon information and belief, consistent with and in furtherance of Defendants' Plan, in response to questions during that City Council meeting by Plaintiffs' Undersigned Counsel as to why a C of O for the Commercial Property was denied, the Mayor, Nicole M. Shkira, stated words to the effect that the reason why the Commercial Property was not issued a C of O is because the Commercial Property was in extreme disrepair and not up to code.

94. Plaintiffs respectfully stated that this was incorrect.

95. Then, after realizing that this new purported justification appeared to be a clear  
06.30.25 Plaintiffs' Complaint, p. 24

departure from the reasons given by Defendant City's Attorney, the Mayor then attempted to backtrack by relying on the use restriction on the Commercial Property by virtue of the City's Moratorium on new auto repair shops.

96. When further questioned about the legality of Defendant City's Moratorium, upon information and belief, consistent with and in furtherance of Defendants' Plan, the Mayor and City Council told Plaintiffs' Undersigned Counsel that his time was up and refused to address any further questions.

97. Upon information and belief, consistent with and in furtherance of Defendants' Plan, to date, Defendant City has failed to provide any legitimate governmental interest justifying its unconstitutional interference with Commercial Property's Legally Vested Property Right or its selective enforcement of its unlawful Moratorium.

98. Defendant City's responses and communications to Plaintiffs' multiple attempts to obtain information for the City's Unlawful Conduct, upon information and belief, consistent with and in furtherance of Defendants' Plan, have been evasive and non-substantive, failing to provide any legitimate basis for denying Property's Legally Vested Property Right, or its selective enforcement of its Moratorium.

#### **DAMAGES**

99. As a threshold matter, Defendant City's now five year Moratorium is unconstitutional as:

a. it was enacted in violation of Michigan law, mainly the MZEA;

b. it was enacted in a legally flawed ad hoc process that strips Plaintiffs of their

property rights without any legal recourse;

- c. as it is vague and ambiguous and fails to properly define essential terms; and
- d. it far exceeds any reasonable temporary restriction and amounts to a permanent prohibition on the Property's Legally Vested Property Right.

100. Upon information and belief, throughout the pendency of its Moratorium period,

Defendant City has failed to:

- a. Conduct any studies or analysis justifying the need for the Moratorium;
- b. Establish specific criteria for evaluating applications from existing nonconforming uses;
- c. Provide any timeline or conditions for lifting the Moratorium;
- d. Properly notify property owners of the potential loss of property rights; or
- e. Offer any compensation for the deprivation of property rights.

101. Defendant City's Unlawful Conduct has created an unfair competitive disadvantage and demonstrates a lack of rational basis for Defendant City's actions.

102. "A prior nonconforming use is a vested right to continue the lawful use of real estate in the manner it was used prior to the adoption of a zoning ordinance." A zoning ordinance cannot operate to oust the property owner of his vested right even though the ordinance is reasonable. "An ordinance requiring immediate cessation of a nonconforming use may be held to be unconstitutional because it brings about a deprivation of property rights out of proportion to the public benefit obtained...." [Emphasis Added, Citations omitted.] *Gackler Land Co, Inc v Yankee Springs Twp*, 427

Mich 562, 573-574 (1986).<sup>1</sup>

103. Defendant City's Unlawful Conduct has effectively rendered Plaintiff Owners' Commercial Property unusable for its historical and legally protected purpose, constituting a de facto taking without just compensation.

104. Defendant City's Unlawful Conduct is particularly egregious given that:

- a. The Commercial Property 's use as an auto repair facility predates current zoning restrictions;
- b. The use has been continuous and uninterrupted for approximately Forty-Four years;
- c. No changes or modifications have been made to the Commercial Property that would terminate its Legally Vested Property Right; and
- d. The gap between tenants was minimal and did not constitute an intentional abandonment under applicable law.

105. Defendant City's Unlawful Conduct and selective enforcement of the Moratorium demonstrates a pattern of arbitrary and capricious decision-making that violates Plaintiffs' constitutionally protected rights and Michigan law.

106. As a direct result of Defendant City's Unlawful Conduct, Plaintiff Owners continue to suffer ongoing damages, including the inability to generate rental income from a property that has operated continuously as an auto repair facility for approximately Forty-Four years.

---

<sup>1</sup> Plaintiffs remind this Honorable Court that Defendant City is relying on a "resolution" to enact a "moratorium" and not an actual and properly enacted zoning ordinance, which requires a much more in depth and equitable process.

107. Defendants' Unlawful Conduct has:

- a. Created significant economic hardship for Plaintiff Omari;
- b. Created significant economic hardship for Plaintiff Owners, as the Commercial Property remains vacant and unable to generate income, while Plaintiff Owners continue to incur property taxes, insurance costs, and maintenance expenses; and
- c. Disrupted a valid contractual relationship and prevented the Commercial Property from being used for its intended and legally protected purpose, causing immediate and ongoing financial harm to Plaintiffs.

108. Despite multiple attempts by Plaintiffs to resolve this matter amicably and demonstrate the Commercial Property's Legally Vested Property Right, Defendants have persisted in its unlawful interference with Plaintiffs' constitutionally protected rights.

109. Defendants' Unlawful Conduct has effectively destroyed Plaintiff Owners' Legally Vested Property Right in the Commercial Property and interfered with valid contractual relationships, causing substantial damages in excess of Four Hundred and Eighty Thousand (\$480,000) Dollars.

#### **RELIEF REQUESTED**

110. By way of this instant action, Plaintiffs respectfully requests that this Honorable Court to grant the following relief:

- a. Declare that Defendant City's actions in denying Plaintiff Omari's C of O and enforcing the Moratorium, and action in connection with against Plaintiffs violate:
  - i. The Michigan Zoning Enabling Act, MCL 125.3101, et seq.

- ii. The Takings Clause of the Fifth Amendment to the United States Constitution;
  - iii. The Due Process Clause of the Fourteenth Amendment to the United States Constitution;
  - iv. The Equal Protection Clause of the Fourteenth Amendment to the United States Constitution; and
- b. Issue preliminary and permanent injunctive relief:
- i. Enjoining Defendant City from enforcing the Moratorium against Plaintiffs;
  - ii. Requiring Defendant City to immediately process and issue Plaintiff Omari a C of O;
  - iii. Enjoining Defendant City from interfering with Plaintiff Owners' Legally Vested Property Right as an auto repair shop; and
  - iv. Requiring the City to permit Plaintiff Omari to operate an auto repair business at the Commercial Property;
- c. Award compensatory damages against Defendants, jointly and severally, in favor of Plaintiffs in an amount exceeding \$480,000, including, but not limited to:
- i. Economic damages in favor of Plaintiff Owners in the form of lost rental income at the rate of \$3,000 per month, which is estimated to date to be Twelve Thousand (\$12,000.00 Dollars), which economic damages continue to increase every day;
  - ii. Economic damages in favor of Plaintiff Owners in the form payment of taxes and property maintenance, which is estimated to date to be One Thousand Two Hundred (\$1,200.00) Dollars, which economic damages continue to increase every day;
  - iii. Economic damages in favor of Plaintiff Owners for the diminution of the Commercial Property's value;
  - iv. Economic damages in favor of Plaintiff Owners and Plaintiff Omari

for interference with a valid lease agreement between Plaintiffs

- v. Economic damages in favor of Plaintiff Omari in the form of lost wages and lost profits estimated to date to be Forty-Four Thousand (\$44,000.00) Dollars, which economic damages continue to increase every day; and
  - vi. Unnecessary expenditure of costs and attorney fees attributable to Plaintiffs in excess of Thirty Thousand (\$30,000.00) Dollars, which continue to increase which economic damages continue to increase every day.
- d. Award Plaintiff reasonable attorneys' fees and costs pursuant to 42 U.S.C. § 1988;
  - e. Award Plaintiff pre-judgment and post-judgment interest as provided by law; and
  - f. Grant such other relief as this Court deems just and proper.

**COUNT I**  
**VIOLATION OF THE MICHIGAN ZONING ENABLING ACT**

111. Plaintiffs reallege and incorporate by reference the allegations in all preceding paragraphs of this Complaint.

112. MCL 125.3202(1), entitled Zoning ordinance; determination by local legislative body; amendments or supplements; notice of proposed rezoning, provides in relevant part as follows:

(1) The legislative body of a local unit of government may provide by ordinance for the manner in which the regulations and boundaries of districts or zones shall be determined and enforced or amended or supplemented. Amendments or supplements to the zoning ordinance shall be adopted in the same manner as provided under this act for the adoption of the original ordinance.

(2) Except as provided in subsection (3), the zoning commission shall give a notice of a proposed rezoning in the same manner as required under section 103.

...

(4) An amendment to a zoning ordinance by a city or village is subject to a protest petition under section 403.

...

113. The MZEA contains no general authorization for long-term moratoria.

114. Under MCL 125.3404(4), an interim zoning ordinance (for adopting the first zoning ordinance) “shall be limited to 1 year from the effective date and to not more than 2 years of renewal thereafter by resolution.

115. Beyond that, there is no statutory power to extend or suspend zoning by mere resolution.

116. Michigan’s “legislative equivalency” doctrine provides that an ordinance, once enacted, may only be amended, suspended, or repealed by another ordinance—not by a resolution or other lesser act. See *Rollingwood Homeowners Corp. v. City of Flint*, 386 Mich. 258, 264 (1971) (“[A]n ordinance may not be amended or repealed by a mere resolution.”).

117. Upon information and belief, Defendant City of Melvindale was incorporated as a village in 1922 and then as a city by approximately 1933.

118. Upon information and belief, on or about August 19, 1981, Defendant City of Melvindale, enacted Ordinance Number 442, which established the current Zoning

Ordinance otherwise referred to as Chapter 24.

119. Upon information and belief, prior to August 19, 1981, the Commercial Property has been operating as an auto repair shop.

120. Upon information and belief, the City's Zoning Ordinance, specifically Code Section 24-503, defines how pre-existing (nonconforming) uses in Defendant City are to be handled.

121. Upon information and belief, Code Section 24-503, which is Defendant City's Ordinance on Nonconforming Uses of Structures, provides in relevant part:

If lawful use, involving individual structures with an assessed value of \$500.00 or more of structure and premises in combination, exists on August 19, 1981, that would not be allowed in the district under the terms of this chapter, the lawful use may be continued so long as it remains otherwise lawful, subject to the following provisions:

...

(2) If any such nonconforming use of a structure ceases for any reason *for a period of more than six months*, such use shall conform to the regulations specified by this chapter for the district in which such use is located.

**Ex. 1** – Code Section 24-503 (*Emphasis Added*).

122. Upon information and belief, on or about June 17, 2020, Defendant City of Melvindale passed Resolution 20-06-131, which imposed the Moratorium on new auto repair shops within the City.

123. Upon information and belief, pursuant to available online records for Defendant City as it pertained to the Council Meeting of the Defendant City of Melvindale, which was held on Wednesday June 17, 2020, Resolution 20-06-131, which passed by a 4-1 vote

provided:

**20-06-131** Moved by Cartrette and supported by Rauser, to place a moratorium on any new pharmacies, used car sales shops, and/or auto repair shops, to deal with the debts and issues associated with those businesses and to be concurrent with our new City Master Plan.

**Ex. 4** – June 17, 2020, City Council Meeting Resolution.

124. Upon information and belief, Defendant City of Melvindale’s alleged new Master Plan was adopted by the City Council on or about November 17, 2021. **Ex. 6** – Master Plan PDF & Council Resolution.

125. However, upon information and belief, on January 18, 2023, through Resolution 23-01-011, the Defendant City extended its moratorium, enacted pursuant to Defendant City of Melvindale’s Resolution 20-06-131 (hereinafter referred collectively referred to as the “*Moratorium*”). **Ex. 7** – January 18, 2023, City Council Meeting Resolution 23-01-011.

126. Importantly, neither the resolutions for the Moratorium, nor the Moratorium itself, defined the term “new” or “auto repair shops,” provided any substantive justification for its continuation, or established a definite end date.

127. Upon information and belief, there is a process by which the zoning of a parcel can be changed, and Defendant City has not engaged in this process.

128. Instead, it has engaged in a legally flawed ad hoc process that strips Plaintiff Owners of their Legally Vested Property Right in their Commercial Property without any legal recourse.

129. Defendant City’s Moratorium was passed unlawfully and has been maintained and

enforced in violation of the MZEA.

130. As such, Defendant City's actions in connection with its Moratorium violate Michigan's legislative equivalency doctrine, which prohibits modifying or suspending an ordinance by resolution. See *Rollingwood Homeowners Corp.* at 264. (ordinances may not be amended or repealed by resolution).

131. Defendants' Unlawful Conduct has effectively destroyed Plaintiff Owners' Legally Vested Property Right in the Commercial Property and interfered with valid contractual relationships.

132. As a direct and proximate result of Defendants' Unlawful Conduct and unconstitutional actions, Plaintiffs have suffered and continue incur substantial damages including, but not limited to:

- a. Economic damages in favor of Plaintiff Owners in the form of lost rental income at the rate of \$3,000 per month, which is estimated to date to be Twelve Thousand (\$12,000.00 Dollars), which economic damages continue to increase every day;
- b. Economic damages in favor of Plaintiff Owners in the form payment of taxes and property maintenance, which is estimated to date to be One Thousand Two Hundred (\$1,200.00) Dollars, which economic damages continue to increase every day;
- c. Economic damages in favor of Plaintiff Owners for the diminution of the Commercial Property's value;
- d. Economic damages in favor of Plaintiff Owners and Plaintiff Omari for interference with a valid lease agreement between Plaintiffs
- e. Economic damages in favor of Plaintiff Omari in the form of lost wages and lost profits estimated to date to be Forty-Four Thousand (\$44,000.00) Dollars, which economic damages continue to increase every day; and

- f. Unnecessary expenditure of costs and attorney fees attributable to Plaintiffs in excess of Thirty Thousand (\$30,000.00) Dollars, which continue to increase which economic damages continue to increase every day.

**WHEREFORE**, Plaintiffs respectfully request this Honorable Court to enter the relief requested above or in the alternative enter a judgment against Defendants, jointly and severally, in the amount consistent with the damages sustained, declaratory and injunctive relief, plus costs and attorneys' fees wrongfully incurred to bring this action, in addition to any other damages, including punitive damages as provided by the applicable law.

**COUNT II**  
**VIOLATION OF THE TAKINGS CLAUSE OF THE FIFTH AND FOURTEENTH**  
**AMENDMENTS (42 U.S.C. § 1983)**

133. Plaintiffs reallege and incorporate by reference the allegations in all preceding paragraphs of this Complaint.
  134. The Fifth Amendment to the United States Constitution, made applicable to the states through the Fourteenth Amendment, provides that private property shall not be taken for public use without just compensation.
  135. Plaintiffs have a protected property interest in the Commercial Property and its continued use as an auto repair shop, which has operated continuously as a legal nonconforming use for approximately Forty-Four years.
  136. MCL 125.3202(1), authorizes a local unit of government to determine zones and amend a zoning ordinance provided notice is given and it is subject to protest petition.
  137. As set forth above, the MZEA contains no general authorization for long-term
- 06.30.25 Plaintiffs' Complaint, p. 35

moratoria, but rather authorizes temporary interim zoning.

138. Beyond that, there is no statutory power to extend or suspend zoning by mere resolution.

139. Michigan’s “legislative equivalency” doctrine provides that an ordinance, once enacted, may only be amended, suspended, or repealed by another ordinance—not by a resolution or other lesser act. See *Rollingwood Homeowners Corp. v. City of Flint*, 386 Mich. 258, 264 (1971) (“[A]n ordinance may not be amended or repealed by a mere resolution.”).

140. Upon information and belief, prior to August 19, 1981, and at all times relevant herein, the Commercial Property has always operated as an auto repair shop, thereby subjecting it to a Legally Vested Property Right as a pre-existing (nonconforming) use.

141. Upon information and belief, Code Section 24-503, which is Defendant City’s Ordinance on Nonconforming Uses of Structures, provides in relevant part:

If lawful use, involving individual structures with an assessed value of \$500.00 or more of structure and premises in combination, exists on August 19, 1981, that would not be allowed in the district under the terms of this chapter, the lawful use may be continued so long as it remains otherwise lawful, subject to the following provisions:

...

(2) If any such nonconforming use of a structure ceases for any reason ***for a period of more than six months***, such use shall conform to the regulations specified by this chapter for the district in which such use is located.

**Ex. 1** – Sec 24-503 Non-Confirming Use Ordinance (***Emphasis Added***).

142. Upon information and belief, Defendant City has imposed and maintained a

Moratorium on new auto repair shops within the City since about June 17, 2020.

143. Defendant City’s Moratorium was passed unlawfully and has been maintained and enforced in violation of the MZEA.
144. Importantly, neither the resolutions for the Moratorium, nor the Moratorium itself, defined the term “new” or “auto repair shops,” provided any substantive justification for its continuation, or established a definite end date.
145. Michigan law entitles pre-existing lawful uses to continue. MCL 125.3208(1) provides that any “use... of the land [that] is lawful at the time of enactment of a zoning ordinance... may be continued although the use does not conform.
146. Further, MCL 125.3208(3), provides in relevant part that “[t]he legislative body may acquire, by purchase, condemnation, or otherwise, private property or an interest in private property for the removal of nonconforming uses and structures. The legislative body may provide that the cost and expense of acquiring private property may be paid from general funds or assessed to a special district in accordance with the applicable statutory provisions relating to the creation and operation of special assessment districts for public improvements in local units of government. Property acquired under this subsection by a city or village shall not be used for public housing.
147. To this end, MCL 125.3208(4) states that “[t]he elimination of the nonconforming uses and structures in a zoning district is declared to be for a public purpose and for a public use. The legislative body may institute proceedings for condemnation of nonconforming uses and structures under 1911 PA 149, MCL 213.21 to 213.25.

148. As a well-settled rule a temporary cessation of a nonconforming use or the temporary vacancy of buildings used for a nonconforming use does not in itself operate to effect abandonment of the nonconforming use, where the circumstances, conditions, and statements of the owner are consistent with or evidence of an intention not to abandon the nonconforming use. See *Adams v. Kalamazoo Ice & Fuel Co.* (1928) 245 Mich 261; See also *Civic Asso. of Dearborn v. Horowitz* (1947) 318 Mich 333; *Rudnik v. Mayers*, 387 Mich. 379 (1972); and *Livonia Hotel, LLC v. City of Livonia*, 259 Mich. App. 116 (2003).
149. From a threshold standpoint, Defendant City's Ordinance on Nonconforming Uses of Structures on its face is void and unconstitutional as it fails to take into consideration circumstances, conditions, and statements of the owner which are consistent with or evidence an intention not to abandon the nonconforming use.
150. Defendant Dix Auto Clinic, vacated the Commercial Property on or about April 10, 2025, having paid rent through March 2025.
151. As early as March 2025, Plaintiff Owners entered into discussion with Plaintiff Omari to lease the Commercial Property for its continued use as an auto repair shop, consistent with its Legally Vested Property Right.
152. One day prior to Defendant Dix Auto Clinic vacating the Commercial Property, Plaintiffs communicated their intention not to abandon the nonconforming use by seeking a C of O by and through their C of O Application.
153. This intent not to abandon the nonconforming is further amplified and confirmed by 06.30.25 Plaintiffs' Complaint, p. 38

Defendant City's Chief Building Official who advised Plaintiff Owners, by and through their Attorney, Afan Bapacker, that Plaintiffs would be unable to continue to use the Commercial Property pursuant to its Legally Vested Property Right as an auto repair shop, and directed Plaintiffs to Defendant City's Attorney.

154. The City's Unlawful Conduct in denying Plaintiffs' C of O application and their right to use the Commercial Property consistent with its Legally Vested Property Right as an auto repair shop by and through the enforcement of an improperly enacted Moratorium have effectively deprived Plaintiff of all economically viable use of the Commercial Property for its historical and legally protected purpose.

155. It is shocking that Defendant City would essentially rob law abiding, tax paying land owners of their use without going through the proper process and giving them, at a minimum, notice of the proposed change and the right to object to the change.

156. The City's Unlawful Conduct constitutes a regulatory taking of Plaintiffs and the Commercial Property's Vested Rights without just compensation by:

- a. Destroying Plaintiff's reasonable investment-backed expectations in the Commercial Property 's continued use;
- b. Preventing the Commercial Property from generating rental income;
- c. Substantially diminishing the Commercial Property's market value; and
- d. Interfering with Plaintiffs valid contractual relationships.

157. The City has failed to provide any compensation for the taking of Plaintiff's Legally Vested Property Rights.

158. Defendant City's Unlawful Conduct violates the Takings Clause of the Fifth Amendment to the United States Constitution, made applicable to the states through the Fourteenth Amendment.

159. As a direct and proximate result of Defendants' Unlawful Conduct and unconstitutional actions, Plaintiffs have suffered and continue incur substantial damages including, but not limited to:

- a. Economic damages in favor of Plaintiff Owners in the form of lost rental income at the rate of \$3,000 per month, which is estimated to date to be Twelve Thousand (\$12,000.00 Dollars), which economic damages continue to increase every day;
- b. Economic damages in favor of Plaintiff Owners in the form payment of taxes and property maintenance, which is estimated to date to be One Thousand Two Hundred (\$1,200.00) Dollars, which economic damages continue to increase every day;
- c. Economic damages in favor of Plaintiff Owners for the diminution of the Commercial Property's value;
- d. Economic damages in favor of Plaintiff Owners and Plaintiff Omari for interference with a valid lease agreement between Plaintiffs
- e. Economic damages in favor of Plaintiff Omari in the form of lost wages and lost profits estimated to date to be Forty-Four Thousand (\$44,000.00) Dollars, which economic damages continue to increase every day; and
- f. Unnecessary expenditure of costs and attorney fees attributable to Plaintiffs in excess of Thirty Thousand (\$30,000.00) Dollars, which continue to increase which economic damages continue to increase every day.

**WHEREFORE**, Plaintiffs respectfully request this Honorable Court to enter the relief requested above or in the alternative enter a judgment against Defendants, jointly and

severally, in the amount consistent with the damages sustained, declaratory and injunctive relief, plus costs and attorneys' fees wrongfully incurred to bring this action, in addition to any other damages, including punitive damages as provided by the applicable law.

**COUNT III**  
**VIOLATION OF SUBSTANTIVE DUE PROCESS (42 U.S.C. § 1983)**

160. Plaintiffs reallege and incorporate by reference the allegations in all preceding paragraphs of this Complaint.

161. The Due Process Clause of the Fourteenth Amendment protects against arbitrary and capricious government action that deprives individuals of their property rights.

162. "To prove municipal liability under §1983, a plaintiff must demonstrate a constitutional violation at the hands of an agent or employee of the municipality." *Fox v. Desoto*, 489 F.3d 227 (6th Cir. 2007). Municipal defendants may be sued under §1983 for their own constitutional or illegal policies. *Id.*

163. As stated by the Supreme Court,

"[l]ocal governing bodies (and local officials sued in their official capacities) can. . . be sued directly under §1983 for monetary. . . relief in those situations where, as here, the action that is alleged to be unconstitutional implements or executes a policy statement, ordinance, regulation, or decision officially adopted or promulgated by those whose edicts or acts may fairly be said to represent official policy. In addition, local governments, like every other §1983 "person," may be sued for constitutional deprivations visited pursuant to governmental "custom" even though such custom has not received formal approval through the government's official decision-making channels."

*Monell v. Dep't of Soc Servs. Of City of N.Y.*, 436 U.S. 658, 659 (1978).

06.30.25 Plaintiffs' Complaint, p. 41

164. “When suing a municipality, such as the City, for constitutional violations under §1983, a plaintiff must prove that the deprivation occurred pursuant to a municipal ‘policy or custom.’ A single decision can constitute a policy, if that decision is made by an official who ‘possesses final authority to establish municipal policy with respect to the action ordered,’ which means that his decisions are ‘final and unreviewable and are not constrained by the official policies of superior officials.’” *Flagg v. City of Detroit*, 715 F.3d 165, 174-175 (6th Cir. 2013) (citations omitted.)

165. A “final decision maker” is one who has “final authority to establish municipal policy with respect to the action ordered.” *Flagg* at 175.

166. A final decision maker is one “with final policymaking authority” and any action taken by those officials are attributable to the governmental entity. *Sudul v. City of Hamtramck*, 221 Mich. App. 455, 498 (1997); *Feliciano v. City of Cleveland*, 988 F.2d 649, 656 (6th Cir. 1993).

167. Simply put, an “[o]fficial policy involves a deliberate choice to follow a [particular] course of action. . . made from among various alternatives by an official who has the final authority to establish governmental policy.” *Zumbroegel v. City of Dearborn Heights*, 705 F. Supp. 358, 361 (E.D. Mich 1989) (quotations and citations omitted).

168. “To be sure, ‘official policy’ often refers to formal rules or understandings—often but not always committed to writing—that are intended to, and do, establish fixed plans of action to be followed under similar circumstances consistently and over time.”

*Pembaur v. City of Cincinnati*, 475 U.S. 469, 480-481 (1986). However, “a government frequently chooses a course of action tailored to a particular situation and not intended to control decisions in later situations. If the decision to adopt that particular course of action is properly made by that government’s authorized decisionmakers, it surely represents an act of official government ‘policy’ as the term is commonly understood. More importantly, when action is directed by those who establish governmental policy, the municipality is equally responsible whether that action is to be taken only once or to be taken repeatedly. To deny compensation to the victim would therefore be contrary to the fundamental purpose of §1983” *Id.*

169. As held by the Sixth Circuit, a municipal defendant can be found liable in a federal civil rights action if plaintiffs “can establish that officially executed policy, *or toleration of custom*, leads to, causes, or results in deprivation of constitutionally protected right.” *Doe v. Claiborne Cty., Tenn. By & through Clairborn Cty. Bd. Of Educ*, 103 F.3d 495 (6th Cir. 1996) (emphasis added).

170. “Where, as here, a claim of municipal liability is predicated upon a failure to act, the requisite degree of fault must be shown by proof of background of events and circumstances which establish that the ‘policy of inaction’ is the functional equivalent of a decision by the city itself to violate the Constitution.” *City of Canton, Ohio v. Harris*, 489 U.S. 378, 394-95 (1989).

171. “Where a §1983 plaintiff can establish that the facts available to city policymakers put them on actual or constructive notice that the particular omission is substantially  
06.30.25 Plaintiffs’ Complaint, p. 43

certain to result in the violation of the constitutional rights of their citizens,” a policy of inaction can be established. *Id.* at 396. “Only then can it be said that the municipality has made a deliberate choice to follow a course of [an] action [of inaction]...” *Id.*

172. Defendant City has a longstanding policy, custom and/or formal rules or understandings that are intended to, and which do, establish fixed plans to alter the zoning of real property within its City boundaries so as to unconstitutionally alter real property rights without due process, notice, opportunity for protest and/or just compensation (hereinafter referred to the “*Policy or Custom*”).

173. Among other things, this Policy or Custom, includes actions, or intentional lack thereof, by Defendant City, by and through its Mayor, City Attorney, City Counsel, Building Department and other City Officials whereby among other things, Defendant City intentionally fails comply with the MZEA by adopting an indefinite interim zoning ordinance in violation of Michigan law, through a resolution by an through its City Council that has the practical effect of altering property rights, such as pre-existing nonconforming uses, which have adversely affected properties in the City such as the Commercial Property owned by Plaintiff Owners, without due process, notice, opportunity for protest and/or just compensation.

174. Defendant City’s Policy or Custom involves a deliberate choice to follow a particular course of action whereby Defendant City, rather than going through the proper process to enact a zoning ordinance with due process through notice, opportunity for protest and/or just compensation for the altering of prior existing nonconforming uses,

Defendant City, by and through its Mayor, City Attorney, City Counsel, Building Department and other City Officials imposes a vague and ambiguous moratoria through resolution in violation of the MZEA.

175. Defendant City was put on notice of its unlawful actions and failed to take corrective action and instead reiterated its position that Plaintiffs would no longer be able to use the Commercial Property with its longstanding Legally Vested Property Right as an auto repair shop.

176. Based on the totality of circumstances, Defendant City's Policy or Custom and its intent thereof, is based not only on Defendant City's actions but also its inaction.

177. The City's Unlawful Conduct, or lack thereof, in denying Plaintiffs' C of O application and their continued refusal to exercise their constitutionally protected right to use the Commercial Property consistent with its Legally Vested Property Right as an auto repair shop by and through the enforcement of an improperly enacted Moratorium are arbitrary, capricious, and lacking any rational relationship to a legitimate governmental interest and have effectively deprived Plaintiff of all economically viable use of the Commercial Property for its historical and legally protected purpose.

178. As a result of Defendant City's Policy or Custom, others like Plaintiffs have been deprived of their constitutionally protected right to use their real property consistent with their legally vested property right.

179. This Policy or Custom constitutes condemnation or a taking without just compensation.

180. The City's actions have deprived Plaintiff of his constitutionally protected property interests without substantive due process of law.

181. As a direct and proximate result of Defendant City's Unlawful Conduct and unconstitutional actions, Plaintiffs has suffered and continues to suffer substantial damages including, but not limited to:

- a. Economic damages attributable to Plaintiff Owners in the form of lost rental income at the rate of \$3,000 per month, which is estimated to date to be Twelve Thousand (\$12,000.00 Dollars), which economic damages continue to increase every day;
- b. Economic damages attributable to Plaintiff Owners in the form payment of taxes and property maintenance, which is estimated to date to be One Thousand Two Hundred (\$1,200.00) Dollars, which economic damages continue to increase every day;
- c. Diminution of the Commercial Property's value attributable to Plaintiff Owners;
- d. Interference with a valid lease agreement between Plaintiffs
- e. Economic damages attributable to Plaintiff Omari in the form of lost wages and lost profits estimated to date to be Forty-Four Thousand (\$44,000.00) Dollars, which economic damages continue to increase every day; and
- f. Unnecessary expenditure of costs and attorney fees attributable to Plaintiffs in excess of Thirty Thousand (\$30,000.00) Dollars, which continue to increase which economic damages continue to increase every day.

**WHEREFORE**, Plaintiffs respectfully request this Honorable Court to enter a judgment against Defendants, jointly and severally, in the amount consistent with the damages sustained, declaratory and injunctive relief, plus costs and attorneys' fees wrongfully incurred to bring this action, in addition to any other damages, including punitive damages as provided by the applicable law.

**COUNT IV**  
**VIOLATION OF EQUAL PROTECTION (42 U.S.C. § 1983)**

182. Plaintiffs reallege and incorporate by reference the allegations in all preceding paragraphs of this Complaint.

183. “The Equal Protection Clause prohibits discrimination by government which either burdens a fundamental right, targets a suspect class, or intentionally treats one differently than others similarly situated without any rational basis for the difference.”

*TriHealth, Inc. v. Bd of Comm’rs, Hamilton Cnty., Ohio*, 430 F.3d 783, 788(6th Cir. 2005)).

184. As stated by the Supreme Court,

“we explained long ago, the Fourteenth Amendment requires that all persons subjected to...legislation shall be treated alike, under like circumstances and conditions, both in the privileges conferred and in the liabilities imposed. When those who appear similarly situated are nevertheless treated differently, the Equal Protection Clause requires at least a rational reason for the difference, to ensure that all persons subject to legislation or regulation are indeed being treated alike, under like circumstances and conditions. Thus, when it appears that an individual is being singled out by the government, the specter of arbitrary classification is fairly raised, and the Equal Protection Clause requires a rational basis for the difference in treatment.”

*Engquist v. Oregon Dep’t of Agr.*, 553 U.S. 591, 602 (2008) (citations and quotations omitted).

185. In determining whether individuals are “similarly situated,” a court should “not demand exact correlation, but should instead seek relevant similarity.” *Perry v.*

*McGinnis*, 209 F.3d 597, 601 (6th Cir. 2000); see also *Bench Billboard v. City of*

*Cincinnati*, 675 F.3d 974, 987 (6th Cir. 2012).

186. Determining whether individuals are similarly situated is generally a factual issue for the jury unless “it is clear that no reasonable jury could find that the similarly situated requirement has been met.” *Ryan v. City of Detroit*, 174 F. Supp. 3d 964, 976 (E.D. Mich 2016); See also *Loesel v. City of Frankenmuth*, 692 F.3d 452, 463 (6th Cir.2012).

187. “Materiality cannot be evaluated in a vacuum. Inevitably, the degree to which others are viewed as similarly situated depends substantially on the facts and context of the case.” *Loesel* at 463.

188. “Whether the complaint alleges a class of one or of five is of no consequence because we conclude the number of individuals in a class is immaterial for equal protection analysis.” *Vill. Of Willowbrook v. Olech*, 528 U.S. 562, 564 (2000). This is because it is undisputed “that the Equal Protection Clause protects persons, not groups.” *Engquist*, at 610.

189. Plaintiffs must demonstrate that “the differential treatment [they] were subjected to is so unrelated to the achievement of any combination of legitimate purposes that the” only conclusion to be made is that the Government’s actions “were irrational.” *TriHealth, Inc.* at 788; see also *Rondigo, LLC v. Twp of Richmond*, 641 F.3d 673, 681-82 (6th Cir. 2011).

190. To sustain an equal protection, claim brought by a class-of-one, Plaintiffs must show that they: (1) “[have] been intentionally treated differently from others similarly situated;” and (2) “that there is no rational basis for the difference in treatment.” *Olech*

at 528 U.S. at 564.

191. The City has treated Plaintiffs differently from other similarly situated property owners by:

- a. Approving similar auto repair businesses during the moratorium period;
- b. Specifically approving a comparable business at 19125 Dix Road; and
- c. Allowing approximately thirty-two other auto-related facilities to operate within its jurisdiction.

192. Defendant City has discriminated against Plaintiffs by burdening Plaintiff Owners' fundamental right to use the Commercial Property consistent with its long term Legally Vested Property Right as an auto repair shop.

193. The City's Unlawful Conduct, or lack thereof, in denying Plaintiffs' C of O application and their continued refusal to exercise their constitutionally protected right to use the Commercial Property consistent with its Legally Vested Property Right as an auto repair shop, while at the same time by and through the enforcement of an improperly enacted Moratorium, while at the same time allowing Defendant Dix Auto Clinic to use the 19125 Dix property, is arbitrary and capricious and demonstrates selective and discriminatory enforcement of its zoning ordinances and the Moratorium, without any rational basis for the difference.

194. Plaintiff Owners' Commercial Property and 19125 Dix property are similarly situated, or at the very least maintain relevant similarity, in that both properties are zoned for C-2 General Commercial Use.

195. However, the 19125 Dix property did not historically maintain a continuous legally vested property right as an auto repair shop as prior to Defendant Dix Auto Clinic's use of the property as an auto repair shop, it sat vacant for a minimum of 6 months, but more likely upwards of approximately 3 years.

196. Plaintiff Omari and Plaintiff Dix Auto Clinic are also both similarly situated, or at the very least maintain relevant similarity, in that both sought to operate an auto repair shop within Defendant City.

197. Defendant City's selective and discriminatory enforcement of its zoning ordinances and the Moratorium against Plaintiffs, and in favor of Defendant Dix Auto Clinic, based solely on its reliance in an indefinite interim zoning ordinance adopted in violation of Michigan law is so unrelated to the achievement of any combination of legitimate purposes that the only conclusion to be made is that Defendant City's conduct is irrational.

198. The City's actions violate the Equal Protection Clause of the Fourteenth Amendment to the United States Constitution.

199. As a direct and proximate result of Defendants' Unlawful Conduct and unconstitutional actions, Plaintiffs have suffered and continue incur substantial damages including, but not limited to:

- a. Economic damages in favor of Plaintiff Owners in the form of lost rental income at the rate of \$3,000 per month, which is estimated to date to be Twelve Thousand (\$12,000.00 Dollars), which economic damages continue to increase every day;

- b. Economic damages in favor of Plaintiff Owners in the form payment of taxes and property maintenance, which is estimated to date to be One Thousand Two Hundred (\$1,200.00) Dollars, which economic damages continue to increase every day;
- c. Economic damages in favor of Plaintiff Owners for the diminution of the Commercial Property's value;
- d. Economic damages in favor of Plaintiff Owners and Plaintiff Omari for interference with a valid lease agreement between Plaintiffs
- e. Economic damages in favor of Plaintiff Omari in the form of lost wages and lost profits estimated to date to be Forty-Four Thousand (\$44,000.00) Dollars, which economic damages continue to increase every day; and
- f. Unnecessary expenditure of costs and attorney fees attributable to Plaintiffs in excess of Thirty Thousand (\$30,000.00) Dollars, which continue to increase which economic damages continue to increase every day.

**WHEREFORE**, Plaintiffs respectfully request this Honorable Court to enter the relief requested above or in the alternative enter a judgment against Defendants, jointly and severally, in the amount consistent with the damages sustained, declaratory and injunctive relief, plus costs and attorneys' fees wrongfully incurred to bring this action, in addition to any other damages, including punitive damages as provided by the applicable law.

**COUNT V**  
**CONSPIRACY IN VIOLATION OF 42 U.S.C. § 1985**

200. Plaintiffs reallege and incorporate by reference the allegations in all preceding paragraphs of this Complaint.

201. As stated above Defendants' Plan was devised and calculated whereby, they mutually agreed, among other things, that:

- a. Dix Auto Clinic Lease would end its lease as scheduled on December 31, 2024;
- b. Dix Auto Clinic would then continue renting the Commercial Property on a month to month basis for an additional 6 months;
- c. During this 6 month period, Defendant Dix Auto Clinic would move its operations to the 19125 Dix property, while phasing out performance of auto repairs at the Commercial Property;
- d. Defendant City would not grant Plaintiff Owners or any prospective tenant a C of O to use the Commercial Property pursuant to its Legally Vested Property Right as an auto repair shop;
- e. Defendant City would not provide or delay providing any information to Plaintiffs as it pertained to Defendant City's approval of Defendant Dix Auto Clinic's use of 19125 Dix property as an auto repair shop;
- f. Defendant City would not provide or delay providing any historical or property records to Plaintiffs as it pertained to 19125 Dix; and
- g. Defendant City would not provide or delay providing any information to Plaintiffs about the legality of their actions in connection with the enactment of zoning ordinances or the Moratorium.

202. Upon information and belief, the intent of Defendants' Plan was to allow Defendant City to arbitrarily and capriciously claim that Plaintiff Owners' Legally Vested Property Right in the Commercial Property expired under the language of Code Section 24-503, which is Defendant City's Ordinance on Nonconforming Uses of Structures.

203. As stated above, Defendants followed the plan to completion and did so with the intent to deprive Plaintiffs of their constitutionally and statutory protected rights.

204. Defendants all shared the general conspiratorial objective of denying Plaintiffs their constitutionally and statutory protected rights, including but not limited to the right to use the Commercial Property with its longstanding Legally Vested Property Right as an auto repair shop.

205. As a direct and proximate result of Defendants' Unlawful Conduct and unconstitutional actions, Plaintiffs have suffered and continue incur substantial damages including, but not limited to:

- a. Economic damages in favor of Plaintiff Owners in the form of lost rental income at the rate of \$3,000 per month, which is estimated to date to be Twelve Thousand (\$12,000.00 Dollars), which economic damages continue to increase every day;
- b. Economic damages in favor of Plaintiff Owners in the form payment of taxes and property maintenance, which is estimated to date to be One Thousand Two Hundred (\$1,200.00) Dollars, which economic damages continue to increase every day;
- c. Economic damages in favor of Plaintiff Owners for the diminution of the Commercial Property's value;
- d. Economic damages in favor of Plaintiff Owners and Plaintiff Omari for interference with a valid lease agreement between Plaintiffs
- e. Economic damages in favor of Plaintiff Omari in the form of lost wages and lost profits estimated to date to be Forty-Four Thousand (\$44,000.00) Dollars, which economic damages continue to increase every day; and
- f. Unnecessary expenditure of costs and attorney fees attributable to Plaintiffs in excess of Thirty Thousand (\$30,000.00) Dollars, which continue to increase which economic damages continue to increase every day.

**WHEREFORE**, Plaintiffs respectfully request this Honorable Court to enter the

relief requested above or in the alternative enter a judgment against Defendants, jointly and severally, in the amount consistent with the damages sustained, declaratory and injunctive relief, plus costs and attorneys' fees wrongfully incurred to bring this action, in addition to any other damages, including punitive damages as provided by the applicable law.

**COUNT VI**  
**DECLARATORY JUDGMENT**

206. Plaintiffs reallege and incorporate by reference the allegations in all preceding paragraphs of this Complaint.

207. There exists an actual, present, justiciable controversy between Plaintiffs and Defendants regarding the enforceability of the City's Moratorium on auto repair shops and the legality of the City's denial of Plaintiffs' C of O.

208. Plaintiffs maintain that the Commercial Property enjoys a Legally Vested Property Right as a lawful nonconforming use as an auto repair facility under Melvindale Code § 24-503 and MCL 125.3208, entitling Plaintiffs to continue that use.

209. This Court has authority under 28 U.S.C. § 2201(a) and Mich. Ct. R. 2.605(A)(1) to declare the rights and legal relations of parties in an actual controversy.

210. A declaration is necessary and useful here because monetary damages alone cannot (a) clarify Plaintiffs' Legally Vested Property Rights, (b) determine the validity of the City's Moratorium, or (c) prevent future interference with Plaintiffs' operations. A judicial declaration will conclusively settle those issues and avert repeated litigation.

211. As detailed above, Michigan law explicitly protects nonconforming uses: MCL 125.3208(1) guarantees that a use lawful at the time of a zoning ordinance's enactment "may be continued" despite the ordinance.
212. It is undisputed that the Commercial Property was lawfully used as an auto repair shop for decades, making it a protected nonconforming use.
213. Plaintiff Owners never abandoned this use, and at most, there was a brief, unintentional gap between tenants during which a new lease was signed almost immediately after the prior tenant's departure.
214. Under MCL 125.3208(1), a nonconforming use is lost only upon both (a) discontinuance of the use and (b) intent to abandon. Neither element is present here. Accordingly, Plaintiffs' auto repair business remains lawful, and the City is obligated to allow its continued operation. See *Rudnik v. Mayers*, 387 Mich. 379 (1972); See also *Livonia Hotel, LLC v. City of Livonia*, 259 Mich. App. 116 (2003).
215. Defendant City nevertheless refused to recognize the nonconforming status and denied Plaintiffs C of O while enforcing a Moratorium enacted without statutory authority. Upon information and belief, and, on or around the same time, Defendant City approved a Certificate of Occupancy for Defendant Dix Auto Clinic and Defendant Abbas Khalil Aoun to operate another auto repair shop at 19125 Dix Road—illustrating the City's selective enforcement and further clouding Plaintiffs' rights.
216. That Moratorium was first adopted in June 2020 and extended in January 2023. It has now remained in force for nearly five years, far exceeding the one-year limit (with 06.30.25 Plaintiffs' Complaint, p. 55

up to two years of renewal) permitted under MCL 125.3404(4), and underscoring its illegality as applied to Plaintiffs.

217. Accordingly, and based on the statutory and constitutional violations set forth above, Plaintiffs are entitled to declaratory relief under 28 U.S.C. § 2201, 28 U.S.C. § 1331, 42 U.S.C. § 1983, the Michigan Zoning Enabling Act (MCL 125.3101 et seq.), and the general equitable powers of this Court, declaring that Defendants unlawfully denied Plaintiffs the right to operate the Commercial Property as a lawful nonconforming auto repair use, and that the City's Moratorium and permit denial are invalid and unenforceable.

218. Plaintiffs therefore have a strong likelihood of success on the merits and are entitled to a declaration that (a) the auto repair use is lawful, (b) the City's Moratorium resolution is void and unenforceable as applied to the Commercial Property, and (c) Defendants must issue all necessary permits, including a Certificate of Occupancy, that are otherwise code-compliant.

**WHEREFORE**, Plaintiffs request a Declaratory Judgment that (i) the Commercial Property's auto repair use is a lawful prior nonconforming use under MCL 125.3208 and Melvindale Code § 24-503; (ii) the City's 2023 moratorium and its C of O denial are void as applied to the Commercial Property; (iii) Plaintiffs may continue that use and the City must issue all necessary permits, including a C of O, subject only to neutral health-and-safety codes; and (iv) Plaintiffs may recover costs and attorney's fees under 42 U.S.C. § 1988, plus any further relief the Court deems just.

**COUNT VII**  
**INJUNCTIVE RELIEF**

219. Plaintiffs reallege and incorporate by reference the allegations in all preceding paragraphs of this Complaint.
220. Plaintiffs seek both preliminary and permanent injunctive relief pursuant to Rule 65 of the Federal Rules of Civil Procedure and 42 U.S.C. § 1983, as well as this Court's inherent equitable powers, to enjoin the City's unlawful enforcement of the Moratorium and interference with Plaintiffs' Legally Vested Property Right.
221. Plaintiffs will suffer immediate and irreparable harm for which there is no adequate remedy at law if Defendants are not enjoined:
- a. Since May 1, 2025, when Plaintiffs' new five-year lease began at \$3,000 per month, the Commercial Property remains vacant solely because the City refuses to issue a C of O, causing Plaintiff Owners to lose substantial rental income while continuing to incur property taxes, insurance, and maintenance expenses, and exposing the Commercial Property to increased risk of vandalism and deterioration.
  - b. Beyond these financial losses, Plaintiffs are being deprived of their constitutional property rights, an injury that monetary damages cannot fully remedy.
222. Plaintiffs have a strong likelihood of success on the merits:
- a. The Moratorium was adopted by Resolution 20-06-131 in June 2020 and extended by Resolution 23-01-011 in January 2023, remaining in effect nearly five years, far beyond the limited term permitted by MCL 125.3404(4);
  - b. Michigan's legislative-equivalency doctrine bars a municipality from amending or suspending its zoning ordinance by resolution,

- c. The Commercial Property's nonconforming use spans more than four decades with no abandonment; the gap between tenants in April 2025 lasted only days and
- d. During the same period, the City issued a C of O to another auto repair shop at 19125 Dix Road, confirming selective and arbitrary enforcement.

223. Accordingly, Plaintiffs request that this Court issue both preliminary and permanent injunctive relief as follows:

- a. Enjoining the City, and its officers, agents, employees, and those acting in concert with them, from enforcing Resolutions 20-06-131 and 23-01-011 against Plaintiffs or their Commercial Property;
- b. Requiring the City to immediately issue a C of O recognizing Plaintiffs' continued nonconforming use of the Commercial Property as an auto repair shop;
- c. Prohibiting the City from interfering with Plaintiffs' Legally Vested Property Right under Melvindale Code § 24-503 and MCL 125.3208; and
- d. Granting such further equitable or injunctive relief as the Court deems just and proper to prevent continuing irreparable harm.

224. Without injunctive relief, Plaintiffs will continue to suffer irreparable harm, including but not limited to: ongoing deprivation of their vested right to use the Commercial Property as a lawful nonconforming auto-repair facility; substantial and accumulating losses of rental income; diminution in the value of the Commercial Property; disruption of valid leasehold interests; lost business opportunities; and continued violations of their constitutional and statutory protections. Accordingly, and based on the statutory and constitutional violations set forth above, Plaintiffs are entitled to injunctive relief under Rule 65 of the Federal Rules of Civil Procedure,

28 U.S.C. § 1331, 42 U.S.C. § 1983, the Michigan Zoning Enabling Act (MCL 125.3101 et seq.), and the general equitable powers of this Court. Plaintiffs seek to restrain Defendants' unlawful enforcement of the Moratorium and to compel the City to recognize Plaintiffs' Legally Vested Property Right to continued use of the Commercial Property, as guaranteed by state and federal law.

**WHEREFORE**, Plaintiffs respectfully request that this Court enter preliminary and permanent injunctive relief enjoining the Defendant City from enforcing Resolutions 20-06-131 and 23-01-011 against Plaintiffs or their Commercial Property, require the City to issue a C of O and any necessary permits recognizing Plaintiffs' Legally Vested Property Right to operate the Commercial Property as an auto repair shop, prohibit further interference with Plaintiffs' Legally Vested Property Right under Melvindale Code § 24-503 and MCL 125.3208, and award Plaintiffs their costs, attorney's fees under 42 U.S.C. § 1988, and such other relief as the Court deems just and proper.

Respectfully Submitted,

/s/ Muneeb M. Ahmad

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UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF MICHIGAN SOUTHERN DIVISION

ABDULWAHAB ELSHAMI,  
An Individual, and  
SHAIF MAHYOUB ALZAOKARI,  
An Individual  
DHAIFALLAH ALI ALOWMARI,  
An Individual d/b/a OMARI AUTO SHOP  
Plaintiffs,

vs.

CITY OF MELVINDALE,  
A Michigan Municipal Corporation,  
DIX AUTO CLINIC, LLC  
A Michigan Limited Liability Company; and  
ABBAS KHALIL AOUN  
An Individual  
Defendant.

Case No:  
Honorable:  
Magistrate:

**RECORDS PRESERVATION  
NOTICE**

**You, Defendants, are hereby notified to preserve during the pendency of this action all records and documents in all forms and formats (digital, electronic, film, magnetic, optical, print, etc.) that are relevant or may lead to relevant information, and to notify your employees, agents and contractors that they are required to take appropriate action to do the same.**

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**INDEX OF EXHIBITS FOR PLAINTIFFS' COMPLAINT**

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- Ex. 1** – Sec 24-503 Non-Confirming Use Ordinance
- Ex. 2** – Property History
- Ex. 3** – Dix Auto Clinic Lease
- Ex. 4** – June 17, 2020 City Council Meeting Resolution
- Ex. 5** – August 19, 2020 Moratorium Resolution 20-08-101
- Ex. 6** – Master Plan PDF & Council Resolution
- Ex. 7** – January 18, 2023, City Council Meeting Resolution 23-01-011
- Ex. 8** – April 10, 2025 Email to L. Coogan
- Ex. 9** – April 16, 2025 FOIA Request
- Ex. 10** – 2025 Omari Lease
- Ex. 11** – April 18, 2025, Letter to L. Coogan
- Ex. 12** – April 24, 2025, Denial Letter
- Ex. 13** – April 25, 2025 City FOIA Response Letter
- Ex. 14** – April 30, 2025 L. Coogan Response Letter
- Ex. 15** – May 2, 2025 Letter to City Council
- Ex. 16** – May 15, 2025 Letter to City

**ABDULWAHAB ELSHAMI, et al**

**vs.**

**CITY OF MELVINDALE, et al.**

**COMPLAINT EXHIBIT 1**

Sec. 24-503. - Nonconforming uses of structures.

If lawful use, involving individual structures with an assessed value of \$500.00 or more of structure and premises in combination, exists on August 19, 1981, that would not be allowed in the district under the terms of this chapter, the lawful use may be continued so long as it remains otherwise lawful, subject to the following provisions:

- (1) No existing structure devoted to a use not permitted by this chapter in the district in which it is located shall be enlarged, extended, constructed, reconstructed, moved or structurally altered except in changing the use of the structure to a use permitted in the district in which it is located.
- (2) If any such nonconforming use of a structure ceases for any reason for a period of more than six months, such use shall conform to the regulations specified by this chapter for the district in which such use is located.
- (3) Any nonconforming use may be extended throughout any parts of a building which were manifestly arranged or designed for such use at the time of adoption or amendment of this chapter, but no such use shall be extended to occupy any land outside such building.
- (4) If no structural alterations are made, any nonconforming use of a structure, or structure and premises, may be changed to another nonconforming use provided that the board of zoning appeals determines that the proposed use is equally appropriate or more appropriate to the district than the existing nonconforming use. Whenever a nonconforming use has been changed to a conforming use, or to a use permitted in a district of greater restrictions, it shall not thereafter be changed to a nonconforming use.
- (5) Where nonconforming use status applies to a structure and premises in combination, removal or destruction of the entire structure shall eliminate the nonconforming status of land.

(Ord. No. 442, § 19.3, 8-19-81)

**ABDULWAHAB ELSHAMI, et al**

**vs.**

**CITY OF MELVINDALE, et al.**

**COMPLAINT EXHIBIT 2**

[Back To Top](#)**Sale History**

Sale Date	Sale Price	Instrument	Grantor	Grantee	Terms of Sale	Liber/Page	Comments
04/18/2005	\$0.00	QC	ELSHAMI, MAYHOUB	SHAIF MAHYOUB- HAMOOD AL- SHAMI	21-NOT USED/OTHER	205238302	
08/18/1999	\$95,000.00	WD	CHEVALIER, HOLLY - MAURICE	ELSHAMI, ABDULWAHAB - MAHYOUB	03-ARM'S LENGTH	205008537	
12/12/1987	\$27,900.00	WD	LOIOLA, FRANK- SUSAN	CHEVALIER, MAURICE	16-LC PAYOFF	99438954	

**Building Information - 1830 sq ft Garages - Service/Fleet Facilities Repair (Commercial)**[Back To Top](#)

**ABDULWAHAB ELSHAMI, et al**  
**vs.**  
**CITY OF MELVINDALE, et al.**

**COMPLAINT EXHIBIT 3**

**LEASE AGREEMENT**

**THIS LEASE AGREEMENT** (hereinafter referred to as "Lease"), is dated on January 1, 2020 by and between **Abdulwahab Elshami**, whose mailing address is 1251 Ferney, Dearborn, MI 48120 (the "Landlord") and, **Dix Auto Clinic, LLC** by: Abbas Khalil Aoun, DOB 01-20-1990, Michigan ID# A 500 029 468 055, whose address is 18809 Dix Road, Melvindale, MI 48122 ("Tenant").

1. **Lease of Premises.** Subject to the terms and conditions of this Lease, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the premises situated in the City of Melvindale, County of Wayne, State of Michigan, commonly known as 18809 DIX RD, MELVINDALE, MI 48122. (the "Property").

2. **Term.** There shall be one term under this lease with the initial term being Five Years beginning on the January 1, 2020 and shall expire at midnight on December 31, 2024 (the "Term"). After commencement of the term, Tenant will take all reasonable measures to transfer all licenses, permits, and any other trade related matters into his name for operation of the business.

3. **Use.** Tenant shall use and occupy the Property for the primary purpose of conducting business of an auto repair shop. If it is found Tenant is using any or part of the premises for any illegal venture, Tenant shall be evicted immediately and shall be personally liable for any and all damages caused as a result of Tenant's actions.

4. **Rent.** Tenant agrees to pay the Landlord, as rental for the Property during the Term, Gross Base Rent and Additional Rent as follows:

- (a) **Gross Base Rent.** Tenant agrees to pay to Landlord as Base Rent payable at a monthly rate as follows:
  - a. \$ 2,100.00 monthly starting January 1, 2020.
  - b. \$ 2,200.00 monthly starting January 1, 2021.
  - c. \$ 2,300.00 monthly starting January 1, 2022.
  - d. \$ 2,400.00 monthly starting January 1, 2023.
  - e. \$ 2,500.00 monthly starting January 1, 2024.

Said rent shall be paid no later than the fifth day of every month beginning January 1, 2020. Any rent paid after the 5<sup>th</sup> of any month shall be assessed a \$ 20.00 a day late fee.

- (b) **Additional Rent; Obligation to Pay.**

(i) All money and charges payable by Tenant pursuant to the terms of this Lease, other than Base Rent, are hereby designated "Additional Rent" to be paid in consideration of the demise represented by this Lease. Where no due date is set forth, such charges shall be due upon demand.

(ii) Tenant's obligation to pay Base Rent and Additional Rent shall survive any termination or expiration of this Lease.

(c) Late payment on Past Due Obligations. Any amount due from Tenant to Landlord under this Lease which is not paid within five (5) days of its due date shall be deemed late and a material breach under the terms of this agreement and Landlord may initiate eviction proceedings.

(d) Place of Rental Payments. All payments due from Tenant under this Lease shall be paid by check, mailed or delivered to Landlord at his principal place of business, or to such other person or persons or such other addresses as may be designated in writing by Landlord.

5. Title. Except as provided herein, this is a Lease Agreement only. Nothing herein shall be construed as conveying to Tenant any right, title or interest in or to the Property leased hereunder except the express interest hereunder of Tenant as a Tenant. Tenant shall at its sole expense protect and defend Landlord's title to the Property from and against all persons claiming against or through Tenant, at all times keep the Property free from any and all liens, encumbrances, burdens, charges or legal process of any and every type whatsoever, give Landlord immediate written notice of any of the above and indemnify, protect and save Landlord harmless from any loss, cost or expense, including attorney's fees, caused thereby with respect to any of the above.

6. Occupancy/Inspection. Tenant represents that it has thoroughly inspected the Property and is satisfied with the condition of the Property and that the Property is suitable for Tenant's purposes. As to Landlord, Tenant leases the property "as is". Tenant acknowledges that Landlord is not a dealer in property of any kind, and that the Property subject to this Lease was selected solely by Tenant.

7. Taxes and Licenses. Landlord shall be responsible for all real property taxes and Tenant shall be responsible for and shall pay, before delinquency, all personal property taxes levied, assessed or unpaid on any leasehold interest, any right of occupancy, any investment of Tenant in the Leased Premises, or any personal property of any kind owned, installed or used by Tenant, including Tenant's leasehold improvements or on Tenant's right to occupy the Leased Premises.

8. Utilities/Internet. Tenant will pay One Hundred (100%) percent of all utility charges made, including but not limited to, gas, water, heat, garbage removal, and electricity during the Term hereof as the same shall become due.

9. Insurance.

(a) Tenant shall be responsible for liability insurance. Indeed, Tenant agrees to indemnify and hold harmless the Landlord from any liability for damages to any person or property in, on, or about any portion of the Property from any cause whatsoever; and the Tenant will procure, and keep in effect during the Term hereof, public liability including bodily injury, property damage and personal injury, insurance liability for the benefit of the Landlord in the sum of at least One Million Dollars and No/100 Dollars (\$1,000,000.00) combined single limit from any one occurrence. Tenant shall deliver such policies to Landlord and upon Tenant's failure so to do, Landlord may, at its option, obtain such insurance and the cost thereof, plus interest as provided herein, shall be paid as Additional Rent due and payable upon the next ensuing rent day. All insurance shall be procured from a responsible insurance company or companies satisfactory to Landlord and authorized to do business in the state where the Property is located and may be obtained by Tenant by endorsement on its blanket insurance policies, provided the insurance company or companies are satisfactory to Landlord. All such policies shall provide that the same may not be canceled or altered, except upon thirty (30) days prior written notice to Landlord.

(b) In case any action or proceeding shall be commenced against Landlord growing out of any such loss, cost, damage or expenses, Landlord may give written notice of the same to Tenant and thereafter Tenant shall assume and discharge all obligation to defend the same and save and keep Landlord harmless from all expenses (including reasonable attorneys' fees), costs, liabilities, judgments and executions in any manner growing out of, pertaining to, or connected therewith.

(c) Landlord agrees that it will at all times during the term of the Lease, at his own expense, keep the building insured, for the benefit of Landlord, for the full replacement cost thereof, plus debris removal expenses, against loss resulting from causes insurable under an "all risk" (ISO special cause of loss form at a minimum) policy of insurance, and such other coverage as may be deemed necessary by Landlord.

10. **Repairs and Maintenance.** Landlord shall be responsible for replacing existing parking lot and after which Tenant will be responsible for general maintenance. Tenant shall be responsible for any and all replacement and repairs to building/fixtures. In addition, Tenant shall keep the Leased Premises, including the service areas and signs orderly, neat, safe and clean and free from rubbish and dirt at all times and shall store all trash and garbage within the Leased Premises and arrange for the regular pickup of such trash and garbage at Tenant's expense. In the event of any city violations or tickets issued on the premises as a result of the Tenant's failure to maintain the premises, Tenant shall fully reimburse Landlord for any costs or attorney fees Landlord pays out of pocket in order to remedy such violations on Tenant's or Landlord's behalf. Tenant shall not burn any trash or garbage at any time in or about the Leased Premises. In the event Tenant fails to keep the premises in the condition called for above, Landlord may enter upon the premises and have all rubbish, dirt, trash and garbage removed and Tenant agrees to pay all charges incurred by Landlord therefor. Said charges shall be paid to the Landlord by the Tenant as soon as a bill is presented to it and the Landlord shall have the same remedies as is provided herein in the event of Tenant's failure to pay said charges within seven (7) days after being billed therefor. Upon vacating the premises Tenant shall not remove any fixtures from the premises.

11. **Landlord's Payment or Cure of Default.** In the event Tenant fails to procure, maintain, or pay for said insurance or to pay any fees, personal property taxes, assessments, or charges and all penalties or interest assessed thereon, as required herein, or Tenant fails to maintain or repair the Property or make any other payment or otherwise defaults hereunder, Landlord at its option may obtain such insurance or pay such fees, taxes, assessments, or charges and any penalties or interest assessed thereon, or repair and maintain the Property or cure such default. In that event, Tenant shall reimburse Landlord for the cost thereof within thirty (30) days after written notice by Landlord that such cure has been perfected. In addition, Landlord shall be subrogated to the rights of Tenant with respect to any such action taken. In no event shall the Landlord be liable for the nature or sufficiency of insurance coverage for the benefit of Tenant or any third party.

12. **Alterations, Additions and Improvements.** Tenant may not, without the prior written consent of Landlord and at its sole expense, make such alterations, additions and improvements in and remodeling to the Property as may be reasonably necessary to its use thereof, provided that the alterations, additions, improvements and remodeling do not adversely affect the structural soundness of the building, are done in a good and workmanlike manner and do not interfere with the normal operation of the Property. If allowed by Landlord, any such alterations, additions and improvements shall be done in accordance with applicable laws, ordinances and regulations. Tenant hereby

expressly assumes all responsibility for all damages and injuries which may result by any reason of, or resulting from, any such alterations, additions or improvements made by it, and shall hold Landlord harmless with respect thereto. All such alterations, additions and improvements shall be the property of Landlord.

13. **Covenant Regarding Liens.** Tenant shall not encumber the title of Landlord in and to the Property for the purpose of effectuating the repair and maintenance of the Property or for the purpose of Tenant's making alterations, additions and improvements as hereinbefore provided. Any claim to a lien upon the Property arising from any act or omission of Tenant shall be valid only against the Tenant and shall in all respects be subordinate to the title and rights of Landlord, and any person claiming through Landlord, in and to the Property.

14. **Quiet Enjoyment.** While the Tenant is in compliance with all laws and regulations related to the use, operation, possession and maintenance of the Property, Tenant shall be permitted to remain in full possession, quiet enjoyment and control of the Property and to manage and use the same without interference or hindrance by Landlord, provided that the possession, enjoyment and use of the Property shall at all times be subject to the observance and performance of the terms of this Lease.

15. **Landlord's Inspection.** Landlord shall, at any time during normal business hours, have the right to enter the Property for the purpose of inspecting the Property to assure compliance by Tenant with its obligations under this Lease, provided that in making such inspection Landlord shall avoid unreasonable interference with Tenant's business in connection with any such entry and shall give reasonable prior notice.

16. **Loss and Damage.** On and after the execution of this Lease, Tenant assumes and shall bear the entire risk of loss, damage or destruction to all or any part of the Property for any cause whatsoever (hereinafter referred to as "Loss or Damage"), whether or not such Loss or Damage is covered by insurance. No such Loss or Damage shall relieve Tenant of any of its obligations under this Lease. Tenant shall immediately notify Landlord of any accident or event of Loss or Damage involving the Property. In the event of Loss or Damage to all or any part of the Property, Tenant shall promptly repair or restore, at Tenant's expense, the Property with respect to which Loss or Damage has occurred to as good a condition as if no Loss or Damage had occurred.

17. **Default.** Tenant shall be deemed in Default if it violates any of the terms stated here in or if it fails to pay rent for more than thirty (30) days.

18. **Surrender.** Upon the expiration or earlier termination of this Lease with respect to the Property or if Landlord is entitled to possession of the Property for any reason, Tenant at its sole cost and expense shall return the Property to Landlord in good repair and condition, ordinary wear and tear excepted.

19. **Representations and Warranties.** Tenant represents and warrants on the date hereof that: (a) it has the full power, authority and legal right to enter into and perform the Lease; and the execution, delivery and performance of the Lease have been duly authorized by all necessary action on the part of Tenant, will not require any approval or consent of any holders of any indebtedness or obligations of Tenant or such approval or consent has been obtained and will not contravene any law, regulation or order binding on such party or its articles of incorporation or bylaws or contravene the provisions of or constitute a default under or result in the creation of any lien or encumbrance upon

the property of Tenant under any indenture, mortgage, contract or other agreement to which such party is a party or by which it may be bound or affected; (b) all consents and approvals of, the giving of notice to, registration with and the taking of any other action in respect of any federal, state, local or foreign governmental authority or agency necessary to permit the transactions contemplated by this Lease have been obtained or done as the case may be; (c) this Lease constitutes the legal, valid and binding obligations of Tenant enforceable in accordance with the terms hereof; and (d) there are no pending or threatened actions or proceedings before any court or administrative agency which could, if adversely determined, materially affect the condition, business or operations of Tenant or its ability to perform its obligations under this Lease.

20. **Indemnity.** Tenant hereby assumes liability for, and hereby agrees to indemnify, protect, save and keep harmless Landlord and its agents, servants and assignees from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, expenses and disbursements, including legal expenses, of whatsoever kind and nature, imposed on, incurred by or asserted against Landlord in any way related to or arising out of the occurrence of any Event of Default (as hereinafter defined) hereunder. Both Landlord and Tenant agree to give the other party prompt notice of any claim or liability which may give rise to indemnification under this paragraph. This paragraph shall remain in effect notwithstanding the expiration or other termination of this Lease insofar as it relates to an event which occurred prior to such expiration or termination.

21. **Right To Enter.** In the event of any failure of Tenant to pay any rental or other charges due hereunder when due, or any failure to perform any other of the terms, conditions or covenants of this Lease to be observed or performed by Tenant for more than seven (7) days after written notice of such default shall have been mailed to Tenant, or if Tenant shall abandon said premises, or permit this Lease to be taken under any writ of execution, then the Landlord, besides other rights or remedies it may have, shall have the right to declare this Lease terminated and the term ended and/or shall have the immediate right of re-entry and may remove all persons and property from the Leased Premises and such property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of Tenant, without evidence of notice or resort to legal process and without being deemed guilty of trespass, or becoming liable for any loss or damage which may be occasioned thereby. Notwithstanding anything contained herein to the contrary, any Default by Tenant which occurs two (2) or more times in any continuous twelve (12) month period shall constitute a separate and independent Event of Default of Tenant herein and shall entitle Landlord to exercise any of its rights granted herein or permitted by law or equity without regard to any subsequent cure by Tenant.

22. **Right to Relet.** Should Landlord elect to re-enter, as herein provided, or should it take possession pursuant to legal proceedings or pursuant to any notice provided by law, it may either terminate this Lease or it may, from time to time, without terminating this Lease, make such alterations and repairs as may be necessary in order to relet the premises, and relet said premises or any part thereof for such term or terms (which may be for a term extending beyond the term of this Lease) and at such rental or rentals and upon such other terms and conditions as Landlord in its sole discretion may deem advisable. Upon each such reletting all rentals and other sums received by Landlord from such reletting shall be applied, first, to the payment of any indebtedness other than rent due hereunder from Tenant to Landlord; second, to the payment of any costs and expenses of such reletting, including reasonable brokerage fees and attorney's fees and of costs of such alterations and repairs; third, to the payment of rent and other charges due and unpaid hereunder; and the residue, if any, shall be held by Landlord and applied in payment of future rent as the same may become due and payable hereunder. If such rentals and other sums received from such

reletting during any month be less than that to be paid during that month by Tenant hereunder, Tenant shall pay such deficiency to Landlord. Such deficiency shall be calculated and paid monthly. No such re-entry or taking possession of said premises by Landlord shall be construed as an election on its part to terminate this Lease unless a written notice of such intention to be given to Tenant or unless the termination thereof be decreed by a Court of competent jurisdiction. Notwithstanding any such reletting without termination, Landlord may at any time hereafter elect to terminate this Lease for such previous breach. Should Landlord at any time terminate this Lease for any breach, in addition to any other remedies it may have, it may recover from Tenant all damages it may incur by reasons of such breach, including the cost of recovering the Leased Premises, reasonable attorney's fees, and including the worth at the time of such termination of the excess, if any, of the amount of rent and charges equivalent to rent reserved in this Lease for the remainder of the stated term over the then reasonable rental value of the Leased Premises for the remainder of the stated term, all of which amounts shall be immediately due and payable from Tenant to Landlord. In determining the rent which would be payable by Tenant hereunder, subsequent to default, the annual rent for each year of the unexpired term shall be equal to the average annual minimum rent paid by Tenant from the commencement of the term to the time of default, or during the preceding three full calendar years, whichever period is shorter.

23. **Legal Expenses.** In case suit shall be brought for recovery of possession of the Leased Premises, for the recovery of rent or any other amount due under the provisions of this Lease, or because of the breach of any other covenant herein contained on the part of Tenant to be kept or performed, Tenant shall pay to Landlord all expenses incurred thereof, including actual attorney's fees incurred by Landlord. If, in addition to the foregoing, matters arise under the tenancy created hereunder in which Landlord secures the services of counsel excluding, however, services that may be rendered leading to the execution of the Lease, Tenant shall pay to Landlord the legal fees actually incurred by Landlord.

24. **Waiver of Jury or counterclaim.** The parties hereto shall and they hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, Tenant's use or occupancy of the leased premises, and/or any claim of injury or damage. In the event Landlord commences any proceedings for non-payment of minimum rent or other monetary obligations under this Lease, Tenant will not interpose any counterclaim of whatever nature or description in any such proceedings. This shall not, however, be construed as a waiver of Tenant's right to assert such claims in any separate action or actions brought by the Tenant.

25. **Assignment and Subletting.** Tenant agrees not to assign or in any manner transfer this Lease or any estate or interest therein, and not to lease or sublet the Property or any part or parts thereof or any right or privilege appurtenant thereto, and not to allow anyone to conduct business at, upon or from, the Property (whether as concessionaire, franchisee, licensee, sub-Tenant or otherwise), either by voluntary or involuntary act of Tenant or by operation of law or otherwise without the express written consent of Landlord. This foregoing prohibition on assignment or subletting of the like is expressly agreed to by Tenant as an inducement to Landlord to lease the Property to Tenant. In the event Tenant desires to sublet all or a portion of the Property or to assign this Lease, Tenant shall give notice to Landlord setting forth the terms of the proposed subletting or assignment. Landlord shall have the right, exercisable by written notice to Tenant within twenty (20) days after receipt of Tenant's notice, to either consent or refuse to consent thereto. If Landlord fails to respond to the notice of Tenant with respect to the proposed subletting or assignment, Landlord

shall be deemed to have refused to consent thereto. Notwithstanding any Consent of Landlord to assign this Lease Agreement, Tenant and its Guarantor shall remain fully liable to the Lease Agreement and Guaranty.

26. **Survival.** Tenant's representations, warranties and covenants hereunder shall survive the delivery and the surrender of the Property. Whenever any of the parties hereto is referred to, such reference shall be deemed to include successors and assigns of such parties, and all the covenants, promises, representations, warranties and agreements in this Lease contained by or on behalf of such parties shall bind and inure to the benefit of the respective successors and assigns of such parties.

27. **Bankruptcy or Insolvency.** In the event that Tenant shall become a Debtor under Chapter 7 of the Bankruptcy Code, and the Trustee or Tenant shall elect to assume this Lease for the purpose of assigning the same or otherwise, such election and assignment may only be made if all of the terms and conditions to Section 3, 4 and 6 hereof are satisfied. If such Trustee shall fail to elect to assume this Lease within sixty (60) days after the filing of the Petition, this Lease shall be deemed to have been rejected. Landlord shall be thereupon immediately entitled to possession of the Leased Premises without further obligation to Tenant or Trustee, and this Lease shall be cancelled, but Landlord's right to be compensated for damages in such liquidation proceeding shall survive.

27.1 CONDITIONS TO THE ASSUMPTION OF THE LEASE IN BANKRUPTCY PROCEEDINGS.

A. In the event that a Petition for reorganization or adjustment of debts is filed concerning Tenant under Chapter 11 or 13 of the Bankruptcy Code, or a proceeding is filed under Chapter 7 under the Bankruptcy Code and is transferred to Chapter 11 or 13, the Trustee or the Tenant, as Debtor-In-Possession, must elect to assume the Lease within sixty (60) days from the date of the filing of the Petition under Chapter 11 or 13 or the date of the transfer of a Chapter 7 proceeding to a Chapter 11 or 13 proceeding. Notwithstanding the foregoing, it is expressly understood and agreed that no election to assume under the foregoing provisions of this paragraph shall be effective unless each of the following conditions (which Landlord and Tenant acknowledge are commercial reasonable in the context of a bankruptcy proceeding of Tenant) have been satisfied and Landlord has acknowledged in writing:

1. The Trustee or the Debtor-In-Possession has cured, or has provided Landlord adequate assurance (as defined below) that:

(a) Within 10 days from the date of such assumption, the Trustee will cure all monetary defaults under this Lease; and

(b) Within 30 days from the date of such assumption, the Trustee will cure all non-monetary defaults under this Lease.

2. The Trustee or the Debtor-In-Possession has compensated, or has provided to Landlord adequate assurance (as defined below) that within 10 days from the date of assumption, Landlord will be compensated for any pecuniary loss incurred by Landlord arising from the default of the Tenant, the Trustee, or the Debtor-In-Possession as recited in Landlord's written statement of pecuniary loss sent to the Trustee or Debtor-In-Possession.

3. The Trustee or Debtor-In-Possession has compensated, or has provided to Landlord adequate assurance of the future performance of each of Tenant's, Trustee's, or Debtor-In-Possession's obligations under the Lease, provided, however, that:

(a) The Trustee or Debtor-In-Possession shall also deposit with Landlord, as security for the timely payment of rent, an amount equal to 1 ½ months' rent and other monetary charges accruing under this Lease; and

(b) If not otherwise required by the terms of this Lease, Trustee or Debtor-In-Possession shall also pay in advance, on the date minimum rent is payable 1/12th of Tenant's annual obligations under this Lease for maintenance, real estate taxes, insurance and similar charges.

(c) From and after the date of the assumption of this Lease, Trustee or Debtor-In-Possession shall pay as minimum rent an amount equal to the sum of the minimum rental otherwise payable hereunder, plus the highest amount of the annual percentage rent paid by Tenant to Landlord within the 5 year period prior to the date of Tenant's Petition under the Bankruptcy Code, which amount shall be payable in advance in equal monthly installments on the date minimum rent is payable.

(d) The obligations imposed upon the Trustees or Debtor-In-Possession shall continue with respect to Tenant or any assignee of the Lease after the completion of bankruptcy proceedings.

4. The assumption of the Lease will not breach any provision in any other lease, mortgage, financing agreement or other agreement by which Landlord is bound relating to the Leased Premises; or

A. For purposes of this section, Landlord and Tenant acknowledge that, in the context of a bankruptcy proceeding of Tenant, at a minimum "adequate assurance" shall mean:

1. The Trustee or the Debtor-In-Possession has and will continue to have sufficient unencumbered assets after the payment of all secured obligations and administrative expenses to assure Landlord that the Trustee or Debtor-In-Possession will have sufficient funds to fulfill the obligations of Tenant under this Lease, and to keep the Leased Premises stocked with merchandise and properly staffed with sufficient employees to conduct a fully-operational, actively promoted business on the Leased Premises; and

2. The Bankruptcy Court shall have entered an Order segregating sufficient cash payable to Landlord and/or the Trustee or Debtor-In-Possession shall have granted a valid and perfected first lien and security interest and/or mortgage in property of Tenant. Trustee or Debtor-In-Possession, shall furnish property or security acceptable as to value and kind to Landlord, to secure to Landlord the obligation of the Trustee or Debtor-In-Possession to cure the monetary and/or non-monetary defaults under this Lease within the time periods set forth above.

27.2 LANDLORD'S OPTION TO TERMINATE UPON SUBSEQUENT BANKRUPTCY PROCEEDINGS OF TENANT.

In the event that this Lease is assumed by a Trustee appointed for Tenant or by Tenant as Debtor-In-Possession under the provisions of Section 16.02 hereof and thereafter Tenant is liquidated or files a subsequent Petition for reorganization or adjustment of debts under Chapters 11 or 13 of the Bankruptcy Code, then, and in either of such events, Landlord may, at its option, terminate this Lease and all rights of Tenant hereunder, by giving Tenant written notice of its election to so terminate, by no later than 30 days after the occurrence of either of such events.

**27.3 CONDITIONS TO THE ASSIGNMENT OF THE LEASE IN BANKRUPTCY PROCEEDINGS.**

If the Trustee or Debtor-In-Possession has assumed the Lease pursuant to the terms and provisions herein, for the purposes of assigning (or elects to assign) the Tenant's interest under this Lease or the estate created thereby, to any other person, such interest or estate may be so assigned only if Landlord shall acknowledge in writing that the intended assignee has provided adequate assurance of future performance of all of the terms, covenants and conditions of this Lease to be performed by Tenant. For purposes of this section, Landlord and Tenant acknowledge that, in the context of a bankruptcy proceeding of Tenant, at a minimum "adequate assurance of future performance" shall mean that each of the following conditions have been satisfied, and Landlord has so acknowledged in writing:

A. The assignee has submitted a current financial statement audited by a Certified Public Accountant which shows a net worth and working capital in amounts determined to be sufficient by Landlord to assure the future performance by such assignee of the Tenant's obligations under this Lease;

B. The assignee, if requested by Landlord, shall have obtained guarantees in form and substance satisfactory to Landlord from one or more persons who satisfy Landlord's standard of creditworthiness;

C. The Landlord has obtained all consents or waivers from any third party required under any lease, mortgage, financing arrangement or other agreement by which Landlord is bound to permit Landlord to consent to such assignment.

**27.3 USE AND OCCUPANCY CHARGES.**

When, pursuant to the Bankruptcy Code, the Trustee or Debtor-In-Possession shall be obligated to pay reasonable use and occupancy charges for the use of the Leased Premises or any portion thereof, such charges shall not be less than the minimum rent as defined in this Lease and other monetary obligations of Tenant for the payment of maintenance, real estate taxes, insurance and similar charges.

28. **Signs.** All signs and advertising displayed in and about the Property shall be such as is customarily used in the business of Tenant and in compliance with local ordinances. Tenant shall maintain such signs during the Term of this Lease and at the end of the Term shall remove the same at its own cost and expense.

**29. Miscellaneous.**

29.1 **Notices.** All notices and demands relating hereto shall be in writing and mailed, postage prepaid, by certified or registered mail, or by a nationally recognized courier service,

to Landlord or Tenant at their respective addresses or at any other address designated by notice sent in accordance herewith. All notices shall be deemed received when properly mailed.

29.2 Binding Effect. This Lease shall be binding upon the parties and their permitted successors, legal representatives and assigns.

29.3 Headings. The captions in this Lease are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.

29.4 Gender. All use of pronouns herein shall be deemed to include the masculine, feminine or neuter gender, and all references to the singular shall include the plural and vice versa, unless the context otherwise requires.

29.5 Original Lease. Only one copy of this Lease is the original hereof and is marked "original," and all other counter-parts to this Lease, whether or not signed, shall be deemed duplicates and not originals for purposes of perfecting any interest herein by possession of the original of this Lease.

29.6 Governing Law. This Agreement shall be deemed to have been made under, and shall be governed by, the laws of the State of Michigan in all respects, including matters of construction, validity and performance. Landlord and Tenant agree that any dispute which may arise between them with regard to all or any portion of this Lease shall be resolved either (a) by arbitration in the State of Michigan in accordance with the rules and practices of the American Arbitration Association in which event it is agreed that a judgment on the award may be entered by any court of competent jurisdiction, or (b) in any state or federal court in the State of Michigan, Tenant hereby knowingly and irrevocably waives any objections on the grounds of improper jurisdiction or venue to an action in the State of Michigan and agrees that effective service of process may be made upon Tenant by mail under the notice provisions of Paragraph 31.1 above.

29.7 Entire Agreement. This Lease contains the entire understanding among the parties and supersedes all prior written agreements and oral understandings between them regarding the subject matter of this Lease. There are no representations, agreements, arrangements or understandings, oral or written, between or among the parties to this Lease that are not fully expressed in this Lease.

29.8 Severability. This Lease is intended to be performed in accordance with, and only to the extent permitted by, all applicable law, ordinances, rules and regulations. If any provision of this Lease or its application to any person or circumstance is, for any reason and to any extent, invalid or unenforceable, the remainder of this Lease and the application of the provision to other persons or circumstances shall not be affected by it, but rather shall be enforced to the greatest extent permitted by law.

29.9 Amendment. This Lease may be amended in any manner by an agreement, in writing, signed by all the parties hereto or by their respective successors and assigns, heirs, executors, administrators and personal representatives.

29.10 Effect of Waiver. No delay or omission to exercise any right or remedy accruing to the Landlord upon any breach or default of this Lease by the Tenant will impair any such right or remedy or be construed to be a waiver of any such breach or default, nor will a waiver of any

single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. Any waiver, consent or approval on the part of the Landlord of any breach or default under this Lease, or of any provision or condition hereof, must be in writing and will be effective only to the extent specifically set forth in such writing.

29.11 Construction. Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto.

30. Rules and Regulations. Tenant agrees to comply with and observe all rules and regulations established by Landlord from time to time, provided the same shall apply uniformly to all tenants of the Leased Premises. Tenant's failure to keep and observe said rules and regulations shall constitute a breach of the terms of this Lease in the manner as if the same were contained herein as covenants.

31. Holding Over. It is hereby agreed that in the event of Tenant holding over after the termination of this Lease, thereafter the tenancy shall be from month to month in the absence of a written agreement to the contrary, and Tenant shall pay to Landlord a daily rental amount of \$ 500.00 per day.

32. **SECURITY DEPOSIT**. There is no security deposit paid by Tenant for the premises.

By executing this agreement, the Abbas Khalil Aoun hereby personally guarantees any and all amounts of rent hereby due and payable to Landlord. The parties specifically agree that the undersigned Dix Auto Clinic, LLC, A Michigan Limited Liability Company and Abbas Khalil Aoun will both be held liable, jointly and severally, for any and all obligations under the terms of this lease agreement. In the event of default Landlord may seek to pursue either Dix Auto Clinic, LLC or Abbas Khalil Aoun, or both.

IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease to be executed as of the date first above written.

"LANDLORD"

Abdulwahab Elshami  
**Abdulwahab Elshami**

"TENANT"

Abbas Aoun  
**Dix Auto Clinic, LLC**  
By: Abbas Khalil Aoun  
Its: Sole Member

Abbas Aoun  
**Abbas Khalil Aoun, Individually**

**ABDULWAHAB ELSHAMI, et al**

**vs.**

**CITY OF MELVINDALE, et al.**

**COMPLAINT EXHIBIT 4**

**Regular** Council Meeting of the City of Melvindale was held in Kessey Fieldhouse Banquet Hall on Wednesday, June 17, 2020 at 7:30 p.m. VIA ZOOM

The meeting was called to order by Mayor Wheeler T. Marsee, Jr. and roll call was taken:

PRESENT COUNCIL MEMBERS: Jackson, Filipowski, Rauser, Frederick, Densmore, Cartrette

**ALSO PRESENT:** Linda Land, City Clerk; Michel Belch, Treasurer;  
Lawrence J. Coogan, Corporation Counsel;  
John Allen, Chief of Police; Joseph Murray, Fire Chief;  
Susan Louvet, Interim Parks & Recreation Director

**20-06-125** Moved by Densmore and supported by Filipowski, to approve the Regular Council meeting minutes dated June 3, 2020.

Passed Unanimously

**20-06-126** Moved by Cartrette and supported by Rauser, to remove from table, SERVPRO of Dearborn, regarding the additional cost for remediation services at Fire Station 5.

Passed Unanimously

**20-06-127** Moved by Filipowski and supported by Cartrette, to table SERVPRO of Dearborn regarding the additional cost for remediation services at Fire Station 5 for further discussion by both parties.

Yeas: Jackson, Filipowski, Rauser, Cartrette  
Nays: none  
Abstain: Frederick, Densmore

Motion Passes

Audience Participation

**20-06-128** Moved by Frederick and supported by Cartrette, to concur with the request of Richard S. Ortiz, City Administrator/Finance Director, to accept the Fiscal Year end, June 30, 2021, budget for the 24<sup>th</sup> Judicial Court as presented.

**BUDGET SUMMARY 24TH JUDICIAL DISTRICT COURT** Page 1 of 4

City of Melvindale	Name of Fund	Fund No.	Budget Year Ending Date
City of Allen Park	General	101	06/30/21

**CONTRIBUTIONS (AND REVENUE SOURCES)**

PAGE NO.	DEPARTMENT OR CLASSIFICATION ACCOUNT DESCRIPTION	AMOUNT		
		ACTUAL PRIOR YR. 2018/2019	ACTUAL PRIOR YR. 2019/2020	RECOMMENDED 2020/2021
	City of Allen Park	\$1,675,549	\$1,751,143	\$1,753,441
	City of Melvindale	\$837,775	\$875,572	\$876,721
	Investment Interest	\$2,500	\$10,000	\$10,000
	Miscellaneous	\$25,000	\$25,000	\$20,000
	Surplus Previous Fiscal Year	\$200,000	\$150,000	\$175,000
	Probation Department	\$100,000	\$100,000	\$100,000



Department or Classification				Amount	
ACCOUNT NUMBER	ACCOUNT DESCRIPTION	ACTUAL PRIOR YEAR 2018/2019	ACTUAL PRIOR YR. CURRENT YEAR 2019/2020	BUDGET YEAR RECOMMENDED 2020/2021	FINAL ADOPTED
	<b>SALARIES AND WAGES</b>				
701	Salaries	\$983,000	\$1,008,561	\$1,024,538	
709	Overtime	\$3,000	\$3,000	\$3,000	
	<b>TOTAL:</b>	<b>\$986,000</b>	<b>\$1,011,561</b>	<b>\$1,027,538</b>	
	<b>EMPLOYEE BENEFITS</b>				
714	Longevity	\$13,400	\$14,100	\$14,800	
715	Social Security Tax	\$76,000	\$78,000	\$79,000	
716	Hospitalization Insurance	\$540,000	\$610,000	\$600,000	
716.1	Retiree Health Care New Hire	\$500	\$500	\$2,400	
717	Life Insurance	\$8,000	\$8,000	\$10,000	
720	Dental Insurance	\$30,000	\$26,000	\$26,000	
721	Optical Insurance	\$0	\$0	\$0	
722	Retirement Contribution	\$600,000	\$584,630	\$553,500	
722.1	MERS	\$4,500	\$4,500	\$9,000	
723	Worker's Compensation Ins.	\$8,000	\$8,000	\$5,000	
724	Unemployment Comp. Carryover	\$0	\$0	\$0	
724.1	Unemployment Comp. Current	\$0	\$0	\$0	
	<b>TOTAL:</b>	<b>\$1,280,400</b>	<b>\$1,333,730</b>	<b>\$1,299,700</b>	
	<b>OPERATING EXPENSES</b>				
728	Office Supplies	\$40,000	\$40,000	\$40,000	
730	Postage	\$23,000	\$23,000	\$24,000	
768	Uniforms	\$2,000	\$2,000	\$2,500	
808	Auditor	\$18,000	\$18,000	\$18,000	
814	Computer Services	\$65,000	\$65,000	\$65,000	
820	Administrative Expenses	\$2,500	\$2,500	\$2,500	
826	Legal Fees	\$67,000	\$60,000	\$50,000	
835	Witness/Jury Fees	\$6,000	\$6,000	\$6,000	
860	Service Charges	\$20,000	\$20,000	\$20,000	
865	Contract Labor	\$90,000	\$85,000	\$90,000	
900	Printing/Publishing	\$12,000	\$12,000	\$14,000	
911	Liability Insurance	\$38,000	\$40,000	\$43,000	

Fund/Activity No. Budget Year Ending  
 101 6/30/2021

EXPENDITURES (AND OTHER USES)

City of Melvindale City of Allen Park	Name of Fund General	Department 24TH DISTRICT COURT	Division
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Department or Classification		Amount			
ACCOUNT NUMBER	ACCOUNT DESCRIPTION	ACTUAL PRIOR YEAR	ACTUAL PRIOR YR. CURRENT YEAR	BUDGET YEAR	
		2018/2019	2019/2020	RECOMMENDED	FINAL ADOPTED
		2020/2021			
<b>OPERATING EXPENSES (CONT'D)</b>					
934	Equipment Maintenance	\$15,000	\$15,000	\$15,000	
942	Building Rental	\$0	\$0	\$0	
944	Building Maintenance	\$12,000	\$15,000	\$55,000	
945	Building Utilities	\$35,000	\$32,000	\$32,000	
958	Dues/Subscriptions	\$10,000	\$10,000	\$10,000	
965	Reserve for Comp. Abs.	\$10,000	\$10,000	\$10,000	
	<b>TOTAL:</b>	<b>\$470,500</b>	<b>\$462,500</b>	<b>\$504,000</b>	
<b>CAPITAL OUTLAY</b>					
984	Equipment/Leasehold Improv.	\$100,000	\$100,000	\$100,000	
986	Debt Payments-Postage Mach	\$3,820	\$3,820	\$3,820	
986.1	Debt Payments Interest	\$104	\$104	\$104	
	<b>TOTAL:</b>	<b>\$103,924</b>	<b>\$103,924</b>	<b>\$103,924</b>	
	<b>TOTAL EXPENDITURES:</b>	<b>\$2,840,824</b>	<b>\$2,911,715</b>	<b>\$2,935,162</b>	

Fund/Activity No. Budget Year Ending  
 101 6/30/2021

REVENUES (AND OTHER USES)

City of Melvindale City of Allen Park	Name of Fund General	Department 24TH DISTRICT COURT	Division
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Department or Classification		Amount			
ACCOUNT NUMBER	ACCOUNT DESCRIPTION	ACTUAL PRIOR YEAR	CURRENT YEAR	BUDGET YEAR	
				RECOMMENDED RANGE	FINAL ADOPTED
		2020/2021			
	<b>Fines, Costs, Civil and</b>				
<b>Court</b>	<b>Miscellaneous Revenues</b>			\$2,600,000-\$2,800,000	



Second Audience Participation

**20-06-133** Moved by Filipowski and supported by Jackson, to receive and place on file the invoice and cover sheet and to authorize the payment of the approved invoices totaling \$515,826.80 and the electronic transfers totaling \$993.35.

Passed Unanimously

**20-06-134** Moved by Filipowski and supported by Rauser, to adjourn at 9:27 p.m., no objections, so ordered.

Passed Unanimously

---

Wheeler T. Marsee, Jr., Mayor

---

Linda Land, City Clerk

**ABDULWAHAB ELSHAMI, et al**

**vs.**

**CITY OF MELVINDALE, et al.**

**COMPLAINT EXHIBIT 5**

City of Melvindale  
3100 Oakwood Boulevard, Melvindale, MI 48122  
(313) 429-1040 fax 313-383-3993

Regular Meeting of the Melvindale City Council on Wednesday, August 19, 2020 at  
7:30 p.m.

Presiding: Mayor Wheeler T. Marsee, Jr.

Present Council Members: Jackson, Filipowski, Rauser, Frederick, Densmore, Cartrette

**20-08-181** Moved by Cartrette and supported by Jackson, to approve a moratorium to regulate the number of additional auto related facilities and pharmacies and further this matter is being referred to the Planning Commission and Master Plan Committee, for a recommendation, within ninety (90) days.

Yeas: Jackson, Filipowski, Rauser, Densmore, Cartrette

Nays: Frederick

Motion Passes



Linda Land, City Clerk

*Dated: August 27, 2020*

Cc: *Planning Commission  
Master Plan Committee*

City of Melvindale  
3100 Oakwood Boulevard, Melvindale, MI 48122  
(313) 429-1040 fax 313-383-3993

Regular Meeting of the Melvindale City Council on Wednesday, June 17, 2020 at  
7:30 p.m.

Presiding: Mayor Wheeler T. Marsee, Jr.

Present Council Members: Jackson, Filipowski, Rauser, Frederick, Densmore, Cartrette

**20-06-131** Moved by Cartrette and supported by Rauser, to place a moratorium on any new pharmacies, used car sales shops, and/or auto repair shops, to deal with the debts and issues associated with those businesses and to be concurrent with our new City Master Plan.

Yeas: Jackson, Filipowski, Rauser, Densmore Cartrette

Nays: Frederick

Motions Passes



Linda Land, City Clerk

*Dated: June 25, 2020*

Cc: *Linda Land, City Clerk*  
*Bradley Burns, Chief Building Official*  
*Building Department*

**ABDULWAHAB ELSHAMI, et al**  
**vs.**  
**CITY OF MELVINDALE, et al.**

**COMPLAINT EXHIBIT 6**

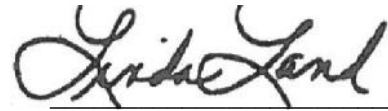
City of Melvindale  
3100 Oakwood Boulevard, Melvindale, MI 48122  
(313) 429-1040 fax 313-383-3993

**Regular Meeting of the Melvindale City Council on Wednesday, November 17, 2021  
at 7:30 p.m.**

Presiding: Mayor Pro Tem Joseph Jackson  
Present Council Members: Jackson, Frederick, Densmore, Cartrette

**21-11-253** Moved by Cartrette and supported by Jackson, to adopt the City of Melvindale Master plan as approved by the Planning Commission resolution PC#21-37.

Passed Unanimously

A handwritten signature in black ink that reads "Linda Land". The signature is written in a cursive, flowing style.

---

Linda Land, City Clerk

*Dated: November 25, 2021*

Cc: *Richard S. Ortiz, City Administrator/Finance Director  
Planning Commission  
EDC Commission  
Master Plan file*



# 2021 MASTER PLAN CITY OF MELVINDALE



Adopted: November 17, 2021

## TABLE OF CONTENTS

1	Introduction
2	Neighborhood Quality
3	Downtown District Plan
4	Corridors Plan
5	Future Land Use
6	Implementation

### Appendix

A	Community Profile
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## ACKNOWLEDGMENTS

### PLANNING COMMISSION

Michael Kollmorgen, Chairman  
Craig Janofski, Secretary  
Suann Scott  
William Louzon  
Diann Rink  
Paul Brown  
Scott Laufenberg  
Renee Marlow

### MELVINDALE DDA

Wheeler Marsee, Mayor  
Imad Khalil  
Justin Pullum  
Janette Decaire  
Ali Elhasan  
Ibrahim Abdulla  
Theresa Kieltyka  
Al Mackey  
Ken Winkles  
Susan Louvet, Staff

### MELVINDALE EDC

Jeannine Ansley  
Carolann Barb  
Dulce Checkler  
Lisa Gardner  
Kevin McIsaac  
Jarrod Ormanian  
Liz Szczepaniak, Administration  
Marvin Yates, Chairman

## STEERING COMMITTEE

**Marvin Yates**, EDC Chair  
**Richard Ortiz**, City Administrator/Finance Director  
**Brad Burns**, Building Official  
**Stacy Bazman**, former mayor

## CONSULTANT TEAM

### SMITHGROUP

Support for this plan was provided by the Michigan Economic Development Corporation's Redevelopment Ready Communities (RRC) Program.



**redevelopment ready**  
communities®

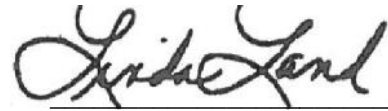
City of Melvindale  
3100 Oakwood Boulevard, Melvindale, MI 48122  
(313) 429-1040 fax 313-383-3993

**Regular Meeting of the Melvindale City Council on Wednesday, November 17, 2021  
at 7:30 p.m.**

Presiding: Mayor Pro Tem Joseph Jackson  
Present Council Members: Jackson, Frederick, Densmore, Cartrette

**21-11-253** Moved by Cartrette and supported by Jackson, to adopt the City of Melvindale Master plan as approved by the Planning Commission resolution PC#21-37.

Passed Unanimously

A handwritten signature in black ink that reads "Linda Land". The signature is written in a cursive, flowing style.

---

Linda Land, City Clerk

*Dated: November 25, 2021*

Cc: *Richard S. Ortiz, City Administrator/Finance Director  
Planning Commission  
EDC Commission  
Master Plan file*

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# 1. INTRODUCTION

A master plan is the official document used to guide the future growth and development of a community. The master plan should serve as a roadmap and foundation for future decision making, as well as the official policy guide for physical development. This master plan is intended to be a usable reference document, easily readable and accessible to all residents.

The intent of the City of Melvindale Master Plan is to:

- Unify the community behind a common vision and set of goals and policies.
- Address the desires and needs of the residents, businesses, and property owners to preserve and enhance relevant qualities of the community and natural aesthetics.
- Provide a land use pattern which will result in a sustainable community with a diversified tax base and to support the desired facilities and services with reasonable tax rates.
- Present an urban framework and future land use map that illustrates how the city desires future development, redevelopment, and other land-based changes to occur.
- Ensure that the city remains a highly desirable community in which to live, work, and visit.
- Provide a legal basis for zoning and other regulations for the type, intensity, and timing of development.
- Address the status and needs of infrastructure, recreational amenities, and public services.

The master plan is intended to take a long-term view of the community, guiding growth and development for the next 20 years and beyond, while providing flexibility to respond to changing conditions, innovations, and new information. Thus, planning is a process that involves the conscious selection of policies relating to land use and development in a community. Through the process of land use planning, it is intended that a community can preserve, promote, protect, and improve the public health, safety, and general welfare. By state law, the master plan must be reviewed every five years.

The Michigan Planning Enabling Act (MPEA), Public Act 33 of 2008, requires that the planning commission approve a master plan as a guide for development and review the plan at least once every five years after adoption. The master plan should serve as a roadmap and foundation for future decision making, as well as the official policy guide for community development.

## **REDEVELOPMENT READY COMMUNITIES**

This master plan update implements the Michigan Economic Development Corporation (MEDC) Redevelopment Ready Communities best practices to create a strong vision for redevelopment in the City of Melvindale.

## A. WHAT IS THE DIFFERENCE BETWEEN A MASTER PLAN AND A ZONING ORDINANCE?

The Master Plan is intended to guide land use and zoning decisions. The future land use map should be used in conjunction with the plan goals when reviewing rezoning applications. A Plan is a guide to development, but it is not a legally enforceable document.

Master Plan	Zoning Ordinance
Provides general policies, a guide.	Provides specific regulations, the law.
Describes what should happen in the future, recommends land use for the next 10 to 20 years.	Describes what is and what is not allowed today, based on existing conditions.
Adopted under the Municipal Planning Act, Public Act 285 of 1931, as amended.	Adopted under the Zoning Enabling Act of 2006, as amended.
Includes recommendations that involve other agencies and groups.	Deals only with development-related issues under city control.
Flexible to respond to changing conditions.	Fairly rigid, requires formal amendment to change.

## B. SUMMARY OF PREVIOUS PLANNING EFFORTS

Planning is an iterative process, arriving at a land use and policy document by repeating rounds of analysis and engagement. Each planning effort builds on previous plans.

### MELVINDALE MASTER PLAN (1965)

In 1965, Melvindale developed a master plan that provided the historical backdrop for land use decisions and zoning in the city. However, this plan was not comprehensive in nature and despite the State Law for a review and renewal every five years, there have not been any additional adopted master plans or zoning plans since 1965.

### MSU ECONOMIC DEVELOPMENT STRATEGY (2018)

In 2018, students at MSU completed an analysis of the City of Melvindale that offered recommendations for city-wide improvements that may spur economic development for the city and the region. While the document did not offer tangible strategies on how Melvindale could leverage the proposed opportunities the analysis did review the existing conditions and demographic information of Melvindale including the community profile:

## C. SUMMARY OF COMMUNITY PROFILE

- Melvindale population is 10,300, and the total population is declining.
- Melvindale has a younger population (median age 33.8 years old) compared to county and state trends.
- Melvindale has seen an increase in the number of residents 25-34 years old.
- Melvindale's high school graduation rate is increasing (95%) and is higher than the county and the state averages.
- Melvindale's housing stock is primarily single family detached (75.2%).
- Most of the residential units were built between 1950-1959.
- Home ownership rates in Melvindale are lower than county and state averages (62.1% Owner, 37.9% Renter).
- Most homes in Melvindale are valued at \$50,000 to \$150,000, with a median value of \$77,000.
- Household incomes (2016) are low (\$36,870 median) and have not kept up with inflation.
- Melvindale's largest industries are manufacturing (21%), Educational, health and social services (12%), Professional services trade (8%).
- Manufacturing fell significantly between 2000 and 2016.
- Melvindale has higher unemployment (9%) than the state but lower than the county.

## D. SUMMARY OF INPUT

Members of the Economic Development Corporation, Downtown Development Authority, and Planning Commission shared input throughout the process, identifying key redevelopment opportunities, reacting to draft concepts, and supporting the process. Input was collected from the public at the Street Fair in July 2018. This plan builds on input and strategies developed during the Economic Development Strategy led by Michigan State University students in 2018.

## MASTER PLAN GOALS

The City of Melvindale is a small town with a strong sense of community. It is a destination and a place to call home. The following goals guide the policies and actions encompassed in the master plan.

- Promote Melvindale as a viable residential community and option for families living and work in Southeast Michigan.
- Encourage and incentivize development that brings new residential and mixed-use development to Melvindale to promote a diverse and active community.
- Provide a safe, convenient, and reliable transportation system that is accessible for all and connects Melvindale to the larger regional area
- Identify, preserve, and enhance the community's character and heritage
- Boost the local economy by attracting local and regional employers to Melvindale
- Identify a clear process for how development happens and remains of high-quality in Melvindale

## E. FRAMEWORK

In addition to a traditional Future Land Use map, the following framework map provides a set of framework elements that depict the types of “places” the city has and speaks to the character of the built environment and key redevelopment opportunities. The framework elements provide a basis for the master plan document.

### NEIGHBORHOODS

Neighborhoods are where homes are clustered together along with other small-scale uses that serve the people that live there. Neighborhoods can include a variety of housing types, along with other uses such as schools, churches, parks, and small-scale businesses. Each of the neighborhoods in Melvindale has its own character, influenced by the size, age, and architecture of the buildings, the density of homes, the layout of the streets, as well as the access to parks and public spaces.

*See Chapter 2. Neighborhood Quality*

### DOWNTOWN DISTRICT

Downtown districts are the heart beats of the City – the places where people walk, gather, shop, and meet. In Melvindale, the downtown is located at two intersecting streets: on Allen Road between Oakwood Boulevard and Gough Street, and on Oakwood Boulevard between Robert Street and Prospect Street. Each area has a distinct character, but they are similar in that they were developed with a mix of uses in mind. Downtown Districts are clearly defined by their mix of uses, particularly the integration of residential with ground-floor commercial. The Future Land Use Map should enable more similar development to strengthen the corridor’s density and economic vitality.

*See Chapter 3. Downtown District Plan*

### CORRIDORS

Corridors are the streets that connect the City together, and sometimes divide it. They are the arteries of transportation into, around and through the City and are home to most of the commercial areas. Major corridors in Melvindale, including Allen Road, Oakwood Boulevard, Dix Road, Schafer Road and Outer Drive may require district streetscape interventions to improve the quality and safety of each corridor.

*See Chapter 4. Corridors Plan*



## LAND USE AND REDEVELOPMENT FRAMEWORK PLAN

### OPEN SPACE

The interweaving framework element is open space. This includes large natural areas, neighborhood parks, and non-motorized trail systems. Open space is an important contributor to quality of life and enhances all the other elements, particularly neighborhoods, centers and districts. Recommendations for open space will relate to each topic.

### INDUSTRIAL

This plan does not anticipate significant changes to Melvindale’s employment centers. It is expected the industrial areas of the city will remain as is and continue to be a significant economic driver for the city.

## F. REDEVELOPMENT STRATEGY

Redevelopment Ready Communities® (RRC) is a certification program supporting community revitalization and the attraction and retention of businesses, entrepreneurs and talent throughout Michigan. RRC promotes communities to be development ready and competitive in today's economy by actively engaging stakeholders and proactively planning for the future—making them more attractive for projects that create places where people want to live, work and invest.

### REDEVELOPMENT READY SITES

Melvindale has very little vacant land available in the city (1.7 percent of the total land as of 2012) and therefore is a community primed for redevelopment. Communities must think strategically about the redevelopment of properties and investments and should be targeted in areas that can catalyze further development around it. This master plan focuses redevelopment efforts in two key areas: corridors and neighborhoods.

- **Neighborhood Redevelopment Opportunities** for neighborhood infill included in *Chapter 2. Neighborhood Quality*.
- **Downtown Redevelopment Opportunities** for commercial/mixed use infill included in *Chapter 3. Downtown District Plan*.
- **Corridor Improvement Opportunities** for streetscape improvements infill included in *Chapter 4. Corridors Plan*.

## G. IMPLEMENTATION OF THE PLAN

For this plan to serve as an effective tool in guiding new development within the City of Melvindale, it must be implemented. Primarily this responsibility resides with the City Council, Planning Commission and city staff. Following are those steps which should be undertaken to assist in the successful implementation of this Master Plan.

- Capacity building
- Public participation plan
- Capital improvement plan
- DDA plan
- Action plan

*More detailed information on implementation may be found in Chapter 6.*

# CHAPTER 2. NEIGHBORHOOD QUALITY

It is important to protect the social and physical aspects of the community that give Melvindale its identity. This chapter focuses on these elements that contribute to quality of life including the local culture and character, community gathering spaces, stable neighborhoods, quality housing stock and diverse housing types, good public services, and well-maintained infrastructure.

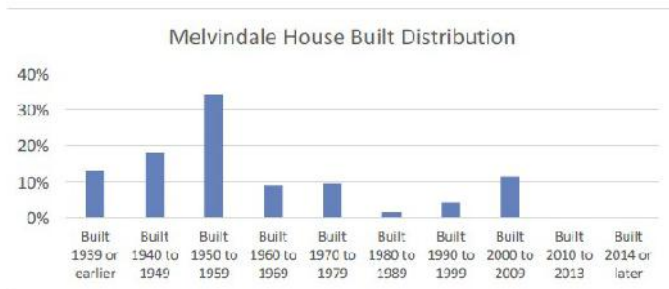
Residents of Melvindale know the city to be a great community to live and raise a family. Residents and leaders also recognize the need for change and growth to enhance local quality of life. Investing in these elements that contribute to quality of life will benefit existing residents as well as provide opportunities to welcome new residents and businesses into the community.

## A. FRAMEWORK

Melvindale is largely a residential community and thus the neighborhoods play a key role in the city’s identity. The neighborhoods also directly impact the other framework elements, including Downtown, Corridors, Districts and Open Space.

Historically, Melvindale was originally formed in the 1920’s as a small agrarian residential town known as Oakwood Heights. In the early 1930s and 1940s, it transitioned into a larger bedroom community to support industrial workers who were employed by the nearby Ford Rouge Plant. Melvindale’s population began to expand during and after WWII, as Detroit and other nearby cities flourished in the post-war industrial boom.

Today, Melvindale remains largely Single-Family Housing, with an aging and outdated housing stock. There have been some recent efforts toward multi-family options, namely the North Pointe Townhomes on Prospect Street but there is limited multi-family or mixed-use residential anywhere else in the city.



Household Characteristics	Number of units	% of Units
<b>Total Households</b>	3899	100%
<b>Units in Structure</b>		
1-unit structures	2932	75.2%
2-or-more-unit structures	947	24.3%
Mobile homes and all other	19	0.5%
<b>Housing Tenure</b>		
Owner-occupied housing units	2421	62.1%
Renter-occupied housing units	1478	37.9%

Source: U.S. Census Bureau, 2012-2016 American Community Survey 5-year estimates



Melvindale has a neighborhood parks system that currently serves the City. Key recreational destinations include the Melvindale Civic Arena, De Luca Field and Palmer Park. Melvindale is also along the Rouge River, which connects to larger regional greenway systems in the area.



City of Melvindale Parks

## B. ASSETS AND CHALLENGES

Just like any other place, Melvindale has assets to leverage and challenges to overcome. The Melvindale Master Plan Steering Committee and other engaged groups identified key assets and challenges that this Master Plan document seeks to further support or guide through transformation.

### ASSETS

- Melvindale is an old community with young population – lots of young and active families and professionals live here
- Historically and culturally rich – Melvindale has more history than most other Downriver communities
- Economically growing – Housing is affordable and MHI have increased over time
- Very diverse – lots of immigrants in recent years (Mexicans, Italians, Yemeni populations)
- Strong school system – Melvindale is attached to the Allen Park School District which has high student performance
- Great proximity- Melvindale is close to major cities and institutions
  - o Detroit and Dearborn are within a 15-20-minute drive
  - o Close to University of Michigan-Dearborn, Baker College, and Henry Ford College
- Lots of parks in the city
- The downtown area and other residential neighborhoods are very walkable

### CHALLENGES

- Desire for more housing options – Melvindale is predominately single-family housing
- Residential construction costs outweigh home sale prices
- Diverse communities present new communication and education barriers
- Air quality concerns – proximity to heavy industry poses health and environmental concerns
- Lots of fast food chains – limited options for quality food

## C. NEIGHBORHOOD GOALS, POLICIES, ACTIONS

The following goals, policies, and actions help translate the city's assets and challenges into opportunities for strengthening residential neighborhoods and related land uses.

### PROMOTE MELVINDALE AS A VIABLE RESIDENTIAL COMMUNITY AND OPTION FOR FAMILIES LIVING AND WORKING IN SOUTHEAST MICHIGAN

- Maintain strong residential neighborhoods
  - o Develop an educational code enforcement program to help connect residents to the resources and tools they need to maintain their homes. Prioritize education and awareness over fines.
  - o Identify exterior improvement funds that assist with façade improvements through grants or low-interest loans
- Preserve historic residential character
  - o Host home repair workshops facilitated by local trades persons and historic preservation experts to address common issues such as window repair, damp basements, electrical issues, and abatement of hazardous materials such as lead and asbestos.
- Reduce stormwater issues
  - o Acquire residential properties in flood areas to develop open space area.
  - o Require higher on-site stormwater detention/retention for new development in the City

### ENCOURAGE AND INCENTIVIZE DEVELOPMENT THAT BRINGS NEW RESIDENTIAL AND MIXED-USE DEVELOPMENT TO MELVINDALE TO PROMOTE A DIVERSE AND ACTIVE COMMUNITY

- Expand housing options
  - o Encourage the adaptive reuse of underutilized buildings such as schools, churches, or former warehouse buildings for multi-family residential.
  - o Encourage single-family detached housing on vacant and redevelopment sites, particularly as a transition between residential neighborhoods and commercial areas.
  - o Encourage infill development for vacant or underutilized parcels within neighborhoods and transition area.
  - o Encourage a combination of small sized lots for detached single family dwelling units along with a mixture of attached and multiple family housing types.
  - o Utilize redevelopment ready site process to market potential sites

**Best Practices: Diverse Housing Types** More housing types promotes and allows a variety of alternative housing types beyond the traditional single-family home at appropriate locations. By allowing attached units, the City expands the available housing stock to both young families and seniors, increasing the overall demographic diversity of the City itself. Additionally, neighborhood quality care can be extremely beneficial to the overall residential culture and value. By enforcing neighborhood maintenance, the City preserves the character of residential neighborhoods and reinforces quality standards for existing housing.



### BEST PRACTICE: PLACEMAKING

Various placemaking practices can positively impact the community, including promotion of mixed-uses, preservation of historic character and adaptive reuse, increased walkability and bikability, and enhanced vibrant livability through streetscape, public art, and community gathering spaces. By establishing a cohesive culture that attracts travelers and locals alike, placemaking strategies drive additional economic development and helps to attract and retain residents and businesses. Often, people choose to live in places that offer the amenities, resources, social and professional networks, and opportunities to support thriving lifestyles.

For example, Chicago recently launched its Make Way for People program, supporting innovative placemaking techniques used to retrofit Chicago's streets and cultivate community and culture, seen below.



## D. NEIGHBORHOOD REDEVELOPMENT OPPORTUNITIES

### NORTH POINT TOWNHOUSES

Located on Prospect Street in the northern portion of Melvindale, this 20-plus-acre site development offers multi-family rental options to residents. There are vacant parcels on the eastern side of the townhome development that were initially used to continue the development to Wilkerson Circle (East). This site is close to directly next logistics and transportation services

In the near term, the site provides an opportunity for infill residential, or an expansion of the townhomes to fill the entire site. A desirable future use for the site is mid-story multi-family apartment buildings that would be compatible with the existing neighborhood incorporating front porches/stoops, alley access, parking in the rear, and building heights between 2-3 stories. Existing street trees should be preserved, and smaller community-oriented open space should be added.



Continue development of attached residential units

### FORMER PALMER SCHOOL SITE

Located on Palmer Street between Emogene and Grace Street, the Palmer site is a 3-acre vacated public school site. The site has remained vacant for several years and lands next to Palmer Park, a neighborhood open space. The site is just south of a major railroad connection that bifurcates the entire City of Melvindale. The rail line is very active.

In the near term, the site provides an opportunity to expand on neighborhood open space. A desirable future use for the site is detached single-family, low-rise senior living apartment building and cottage homes for downsizing seniors. A key demographic for this site is serving Melvindale’s aging population in a secure and manageable living facility. The surrounding neighborhood has architectural charm and walkable scale, but it is somewhat disconnected from downtown. There is an opportunity to connect the site to amenities on Dix Road with direct routes for easy walking and local shopping.



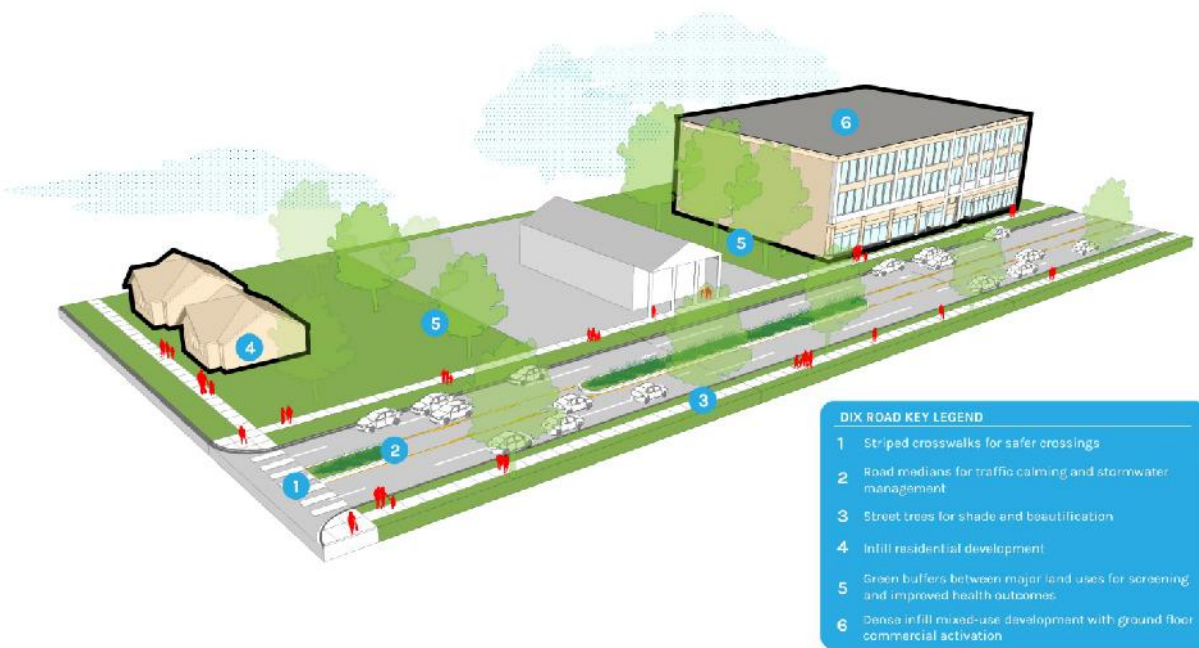
*Traditional neighborhood design (TND) single-family homes with front porches and alleys*



*Cottage or tiny home clusters can provide affordable, scaled-down options with a strong quality of life around a shared greenspace*

### FORMER TRAILER PARK SITE

This 3-acre former trailer park site adjacent to the railroad offers an opportunity to provide a more desirable transition between more intense uses and the residential neighborhood at Dix Road. This site offers an opportunity to strengthen the Dix Road commercial zones by adding residential density and creating a sense of place. A desirable future use for this site is ground-floor retail or commercial space, upper level multi-family residential units, rear and screened parking, and landscape buffers for both the residential and commercial zones that surround the site. This site is currently in development agreement with a private developer, but the City of Melvindale maintains the authority to enforce design criteria that align with the overall Master Plan.



- DIX ROAD KEY LEGEND**
- 1 Striped crosswalks for safer crossings
  - 2 Road medians for traffic calming and stormwater management
  - 3 Street trees for shade and beautification
  - 4 Infill residential development
  - 5 Green buffers between major land uses for screening and improved health outcomes
  - 6 Dense infill mixed-use development with ground floor commercial activation

## E. NEIGHBORHOODS CONNECTIVITY STRATEGY

Melvindale's streets are predominately based on a grid pattern, with some suburban curvilinear patterns. These neighborhoods almost universally contain sidewalks and are generally walkable to schools. Because the commercial areas are concentrated along specific corridors, most residents drive to their local destinations. Connectivity is important in establishing a desirable neighborhood for both existing and incoming residents. Establishing a strategy that connects neighborhoods to each other and to other districts within the city promotes a sense of community and reduces the burden of public infrastructure. For Melvindale, a neighborhood connectivity strategy may include:

### PROVIDE A SAFE, CONVENIENT, AND RELIABLE TRANSPORTATION SYSTEM THAT IS ACCESSIBLE FOR ALL AND CONNECTS MELVINDALE TO THE LARGER REGIONAL AREA

- Create, expand, and maintain an integrated system of sidewalks and pathways
  - o Design sidewalks and pathways that connect with existing sidewalks, pathway systems and key destinations, activity and employment centers throughout the city, including Downtown, the Rouge River, schools and parks.
  - o Incorporate pedestrian and landscaping elements along sidewalks and pathways.
  - o Pursue "Bicycle Friendly City" designation from the League of American Bicyclists and implement bike lanes on identified neighborhood streets.
- Improve safety of streets for all users
  - o Incorporate distinctive and clearly marked crosswalks at road crossings that align with existing sidewalks and pathways.
  - o Incorporate curb bump-outs and other traffic calming devices to reduce the distances of pedestrian crossings.
  - o Improve the appearance of key entryways into the community by incorporating landscaping, signage and lighting that compliments the character of the community.
- Enhance walkable neighborhoods
  - o Pursue "Safe Routes to Schools" improvements and federal funding in partnership with the Melvindale Public Schools and the Allen Park Public School System.
  - o Conduct sidewalk assessment study and improve areas that pose tripping and falling hazards within the right-of-way.



*Crosswalks and bump outs make crossing the street easier for pedestrians*

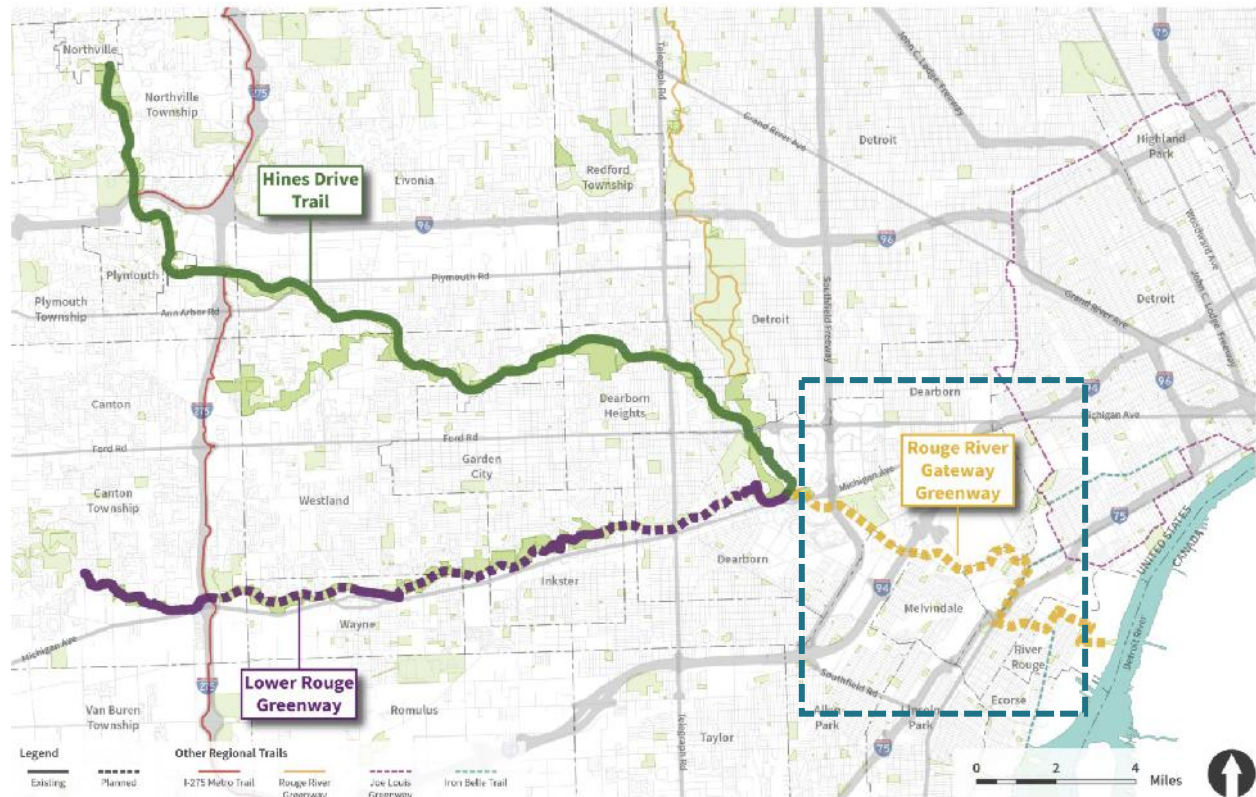


Gateways with signage and landscaping helps signal entry to the city

### OPEN SPACE OPPORTUNITIES/TRAIL CONNECTIVITY

Melvindale currently has a strong parks system, so aside from annual repairs and investments, this Master Plan does not provide any recommendations at this time. Every year, the Parks and Recreation Department should review its budget and quality of facilities to determine what improvements need to be made over time.

Relating to Trail Connectivity, it is important for Melvindale to advocate for a River Rouge trail expansion between Melvindale and the Henry Ford Museum Trailhead. This will improve non-motorized connectivity to the region, linking it to larger trails like the Iron Belle Trail.



Source: *Connecting the Rouge, Wayne County Parks*

## CHAPTER 3. DOWNTOWN DISTRICT PLAN

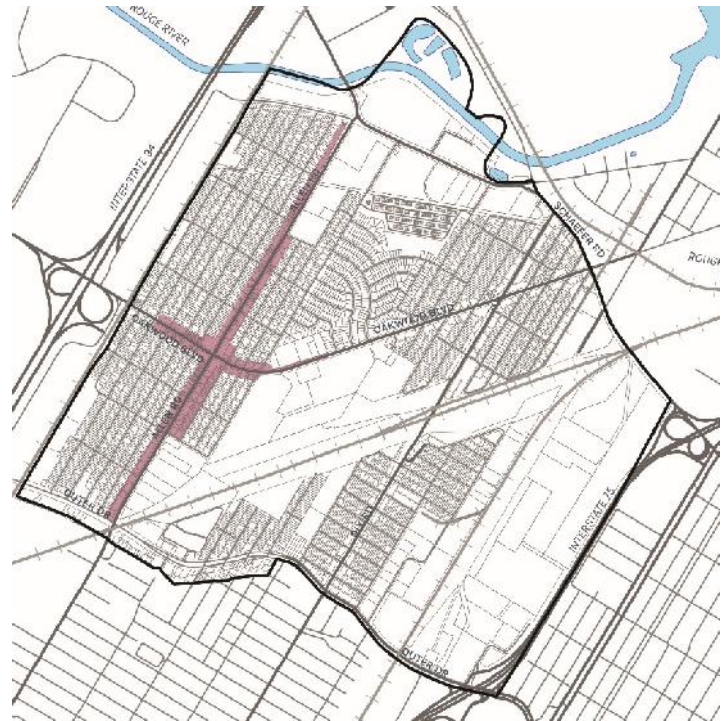
Downtowns function as the social, cultural and economic hubs of a community and the region. As the city's "living room", the downtown district plays an integral role in defining the identity and character of a community.

Throughout its history, Downtown Melvindale was the focal point of activity in the city, a local destination for its diverse residents. Today, the downtown is burdened with fast-food service and national service chains, with local businesses and restaurants peppered in between. While there are some buildings that maintain Melvindale's historic character and quality, the city's downtown area is largely flattened with national brands and large parking lots.

### A. FRAMEWORK

The Melvindale Downtown Development Authority (DDA) has a district that encompasses the commercial center of Melvindale. The district includes Oakwood Boulevard between Prospect Street to Harman Street, and Allen Road between South Dearborn Street to Outer Drive. The DDA was created 1989 and receives its funding as a Tax Increment Financing Authority (TIFA). As a TIFA, the DDA captures tax revenue that exceeds a predetermined amount from the 1989 tax rate.

The DDA's recent improvements include the development of the Oakwood Plaza, Rite Aid Pharmacy, McDonald's Restaurant, parking lot improvements behind the Melvindale Public Library and the decorative street lighting and streetscape improvements throughout the district. As the DDA continues to improve the quality of life for Melvindale residents and create economic opportunities for businesses within the district, this Master Plan will provide development recommendations that will support existing businesses, attract new businesses and promote a downtown character that supports a healthy, sustainable financial growth within the DDA.



## B. ASSETS AND CHALLENGES

### ASSETS

- Large presence of young professionals and highly educated residents
- Some historic buildings ready for new programming (i.e. Slovenia Club)
- Diversity of active businesses, reflective of Melvindale population
- DDA has solid funding to execute development

### CHALLENGES

- Downtown district is not dense – lots of gaps and parking lots between businesses
- Underutilization of square footage – most buildings are single story but can be higher with existing zoning parameters
- Library has recent improvements but not used as desired
- Improvements on sidewalks and crosswalks needed – need Wayne County cooperation
- Limited amenity options within the DDA (i.e. coffee shops, retail, other care)
- No current TIF or DDA Plan
- Missing business and land uses like specialty retailers, a grocery store, housing for young professionals and seniors, and public spaces.

### BEST PRACTICES: DOWNTOWN

A successful downtown includes an entrance/exit gateway, signage, or streetscape that indicates a sense of arrival into the City. Coupled with signage and wayfinding directing individuals to landmarks and public spaces within the City, an identity and sense of place is formed. Locally owned businesses, serving a local market nestled in between public space destinations creates a street dynamic that invites walkability on a pedestrian scale.

The downtown should serve the workforce, bolstering the economy and attracting younger adults by providing amenities for employees who work in the City of Melvindale such as live/work developments like apartment complexes, laundry/dry cleaning services, grocery stores, coffee shops and social gathering spots. Transportation should be accessible within the downtown, putting priority on the pedestrian’s walkability and simultaneously improving economic development for businesses engaged in the right-of-way.

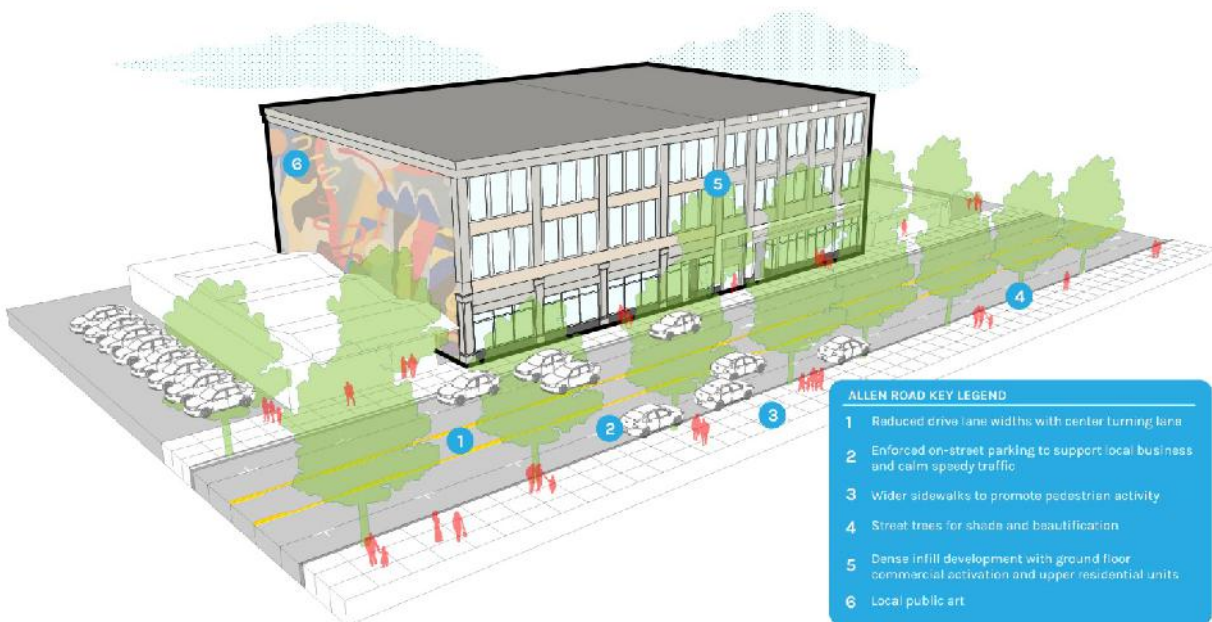


## C. DOWNTOWN DISTRICT 'MAIN STREET' APPROACH

The downtown could benefit from applying Main Street USA's framework to help drive DDA initiatives forward to implement the recommendations in this plan. Michigan Main Street is a companion program to RRC at MEDC and could help guide Melvindale toward greater success in achieving its vision for downtown.

### MAIN STREET FOUR-POINT APPROACH

- Economic Vitality - Strengthens existing economic assets, while also identifying opportunities for new development and growth.
- Design - Leverages unique, historic character to create inviting districts that attract visitors, residents and businesses.
- Organization - Cultivates partnerships and coordinates resources around a shared community vision for downtown.
- Promotion - Communicates the value and vitality of downtown to community members, potential investors and key stakeholders.



### TRANSFORMATION STRATEGIES

- Day Tripper Tourism:
  - o Establish a corridor that draws short-term regional tourism centered around small-town retail, restaurants and cultural activities.
  - o Define the DDA area as a destination within Melvindale that residents and visitors can enjoy and patronize.
- Residential Development Transformation Strategy Development Plan
  - o Downtown Melvindale is widely known for its enthusiastic, welcoming culture that invites and embraces businesses, residents and visitors alike, showcasing a green and thriving environment of beautiful, walkable streets and authentic, unique attractions, residential, shopping, and dining experiences; the small town-downtown with appeal!



<b>MAIN STREET FOUR POINTS®</b>	
<b>ECONOMIC VITALITY</b>	<b>DESIGN</b>
<p>Economic vitality strengthens the existing economic assets while diversifying the economic base of the Main Street District to support and improve profitability. The goal is to build a strong commercial district that creates a supportive environment for small businesses, entrepreneurs and consumers.</p> <p><b>Examples of economic vitality activities include:</b> analyzing current market forces, providing a balanced commercial mix, supporting and expanding existing businesses, recruiting new businesses, supporting housing options, developing infill space, and converting unused or underused commercial space into economically productive property.</p>	<p>Design capitalizes on and enhances the visual aspects of a Main Street District to create a safe, appealing and inviting atmosphere for people to shop and spend time. The physical elements such as the storefronts and building architecture, streetscape, public art, street furniture, parking areas, and public spaces are used to convey a positive image for the downtown.</p> <p><b>Examples of design actions include:</b> improving the physical appearance of the Main Street District, quality maintenance practices, historic building rehabilitation and adaptive use, and design review processes.</p>
<b>ORGANIZATION</b>	<b>PROMOTION</b>
<p>A successful Main Street organization builds consensus between the many vested stakeholders throughout a Main Street District to ensure everyone is mobilized and working toward a shared vision for the future of the district. Organizational structure can take many forms depending on community capacity.</p> <p><b>Examples of organization actions include:</b> fundraising, volunteer recruitment and development, public relations, fostering collaboration between stakeholders, and developing work plans to guide the organization’s work.</p>	<p>Effective promotion creates a positive image of the Main Street District to instill community pride and encourage commercial activity and investment in the area. Promotions can be used to communicate the unique characteristics of a Main Street District to spark interest in shopping, dining, living or investing in the community.</p> <p><b>Examples of promotion actions include:</b> marketing an enticing image, social media campaigns, street festivals, parades, and retail or other special events.</p>

## D. GOALS, POLICIES, ACTIONS

The following goals, policies, and actions help translate the city's assets and challenges into opportunities for strengthening the Downtown District and the DDA project areas.

### ENCOURAGE AND INCENTIVIZE DEVELOPMENT THAT BRINGS NEW RESIDENTIAL AND MIXED-USE DEVELOPMENT TO MELVINDALE TO PROMOTE A DIVERSE AND ACTIVE COMMUNITY

- Rezone the downtown area to promote higher-density, mixed-use development
  - o Establish building height minimums and maximums, general character, and developer agreements to streetscapes and rear parking
  - o Amend zoning code to eliminate the additional fast-food and/or big-box national chain retail within the DDA

#### BEST PRACTICES: MIXED-USE

Mixed-use development blends a combination of residential uses or integrates residential and non-residential uses into a cohesive, planned setting that promotes social interaction, adds character to the community, fosters relationships among uses and lessens the need for vehicular trips.

Historically, mixed-use environments were the norm. People lived, worked and shopped within a fairly confined geographic area. As travel options increased and post-World War II suburbanization began, the new mobility offered freedom to live in one place and work, shop and recreate elsewhere. Traffic congestion, social isolation, and sterile development followed.

A desire to reverse this trend and create more opportunity within vibrant communities and neighborhoods has caused many communities to embrace the concept of integrating varied uses, rather than segregating them as has been the practice with traditional zoning. Among the benefits are:

- Greater housing choice
- Reduced travel time and improved convenience
- More efficient use of public services, utilities and infrastructure
- Increased social interaction
- Walkable, bikeable neighborhoods
- Improved community health

More integration of uses is especially desired downtown and the gateway corridors that lead to downtown.

**Mixed-Use Defined.** Varied uses within a defined area or even a single building offers flexibility and synergy. A mixed-use development may be a cohesive project with shared parking, common internal circulation, complementary uses and unifying design, while a mixed-use building may contain varied uses within one structure. Live/work units are a common example in which a commercial use occupies the street level space and a residence is located on the upper level.

### IDENTIFY, PRESERVE, AND ENHANCE THE COMMUNITY'S CHARACTER AND HERITAGE

- Increase lifestyle, entertainment options including festivals and cultural events. Improve publicity and documentation of Melvindale city events to inspire more DDA visitors
- Continue the historic preservation program for downtown's historic structures with program elements to include facade restoration, upper story tenant development, design services, and qualification measures to access state and federal tax credits
- Eliminate under-utilized parking lots within DDA and maximize on-street parking to promote walkability
- Improve the aesthetic appearance of existing downtown parking lots

### BOOST THE LOCAL ECONOMY BY ATTRACTING LOCAL AND REGIONAL EMPLOYERS TO MELVINDALE

- Formalize a Main Street program for downtown management
  - o Expand outreach and education of facade grant opportunities
  - o With the City of Melvindale, define the DDA's role in the RRC initiative; plan and deploy activities accordingly
  - o Identify programs that support local small business to promote local economic growth
- Expand and sustain a model of "coopetition" among Downtown Melvindale businesses, organizations and attractions.
  - o Create day-tripper attraction packages and deals to encourage visitors to patronize Melvindale businesses
  - o Engage business owners in defining "coopetition" and how to measure
  - o Conduct customer service surveys of property owners, businesses and organizations to identify needs for sustainable success
  - o DDA to act as resource for businesses in development/strengthening of networks/network opportunities.

### IDENTIFY A CLEAR PROCESS FOR HOW DEVELOPMENT HAPPENS AND REMAINS OF HIGH-QUALITY IN MELVINDALE

- Proactive capital planning
  - o Continue to annually improve the 6-year capital improvement program planning process.
  - o Seek grant funding opportunities for infrastructure projects.
  - o Review approval process and standards for Planned Unit Development (PUD)
- Building and Design Enforcement
  - o Support a strict code enforcement program of commercial, residential and tenant properties
- Seek local training to prepare Planning Commission on roles and responsibilities related to DDA development

## E. DOWNTOWN DISTRICT REDEVELOPMENT OPPORTUNITIES

### HOW ZONING SHAPES REDEVELOPMENT

Zoning regulations shape future redevelopment through the Future Land Use included in this plan. Redevelopment standards may vary, but transformations are generally done through a gradual transition, as zoning is not eminent domain nor a prescription for what has to be built. Instead, zoning is a regulatory framework for development that fits the publicly driven, community vision. The development itself is privately designed and implemented within standards of the zoning ordinance under City review. The City has the power to market its vision to developers and partner with private owners to spur redevelopment. For more on suggested zoning amendments to help achieve this vision, see *Chapter 5: Future Land Use*.

Redevelopment Ready Communities® (RRC) is a certification program supporting community revitalization and the attraction and retention of businesses, entrepreneurs and talent throughout Michigan. RRC promotes communities to be development ready and competitive in today's economy by actively engaging stakeholders and proactively planning for the future—making them more attractive for projects that create places where people want to live, work and invest.

### REDEVELOPMENT EVALUATION CRITERIA

As redevelopment is planned and occurs in the city, it will be critical as opportunities arise to evaluate their potential for redevelopment. The city is encouraged to continually identify redevelopment sites (in addition to those highlighted in this chapter) and package them for marketing and solicitation of developers. In order to prioritize and evaluate the likelihood of redevelopment, the following criteria should be used:

- Size (if there are a number of parcels, the ability to easily assemble)
- Vacant/building (amount of rehabilitation or demolition needed)
- Rebuild/rehab
- Public/private ownership (if private, willing owner)
- Contamination (remediation could be a challenge to redevelopment)
- Potential to spur further redevelopment
- Obstacles to redevelopment
- Parking availability
- Ensure districts do not compete against each other: create distinct identities for downtown, corridors, and industrial districts

### HOW TO ATTRACT DEVELOPERS?

Developers typically look for project locations where the potential for success is fairly certain and risks limited. This means that they are attracted to communities with strong markets where the infrastructure is in place, reasonably priced, quality development sites are available, and the development review process is quick. They also look for opportunities to enter a market right before it “takes off” and capture the heavy demand and associated real estate price or rent increases.

Good developers are usually inundated with requests from municipalities and DDAs to develop in their community, citing the advantages they can offer. Yet only a small percentage of communities provide the information necessary to interest developers. There is specific information they look for that will minimize the amount of time it takes to make a go- no-go decision. For example, is there a market for the type of development being sought by the community? What is the role of the community within the region (i.e. bedroom community, employment destination, transportation hub, etc.)? Are reasonably priced sites available for development of redevelopment? Is necessary

infrastructure in place or will this be needed and add to the cost of the project? How accessible is the development location and how large a market area can they draw from?

These are all vital questions that can be partly answered by the community, making it easier to pique the interest of a developer. Time is money and the less time developers have to commit to looking at a project/community, the more likely they are to dig deeper and hopefully show interest in moving forward. Some of this information might already be available while additional work is needed to gather the remaining data. It is up to the City, DDA, business leaders, and civic associations to work together to assemble developer information and then actively recruit developers and businesses.

### Why Melvindale?

Since developers look for strong or emerging markets, Melvindale must prove that it fits into this classification and may have just been overlooked. What are the positives with Melvindale that have created unmet demand for housing, commercial, office or industrial uses? This is information that must be gathered and uncovered to create the “elevator speech” for developers: meaning why invest in Melvindale as opposed to all the other communities that contact you? Also, what has changed in recent years causing the private sector to overlook the City as a place to develop? A one-page handout summarizing this key information will be a good start. After that, a separate sheet can be created for each marketing item like housing, retail, office, hospitality, etc.

### BEST PRACTICES: PROPERTY INFORMATION PACKAGES

- Why is this site a good investment?
- Are utilities in place and what capacity can they support?
- What potential incentives, such as opportunity zones might apply?
- What types of investment is the community trying to attract and what demographics support that investment?

### Understand the Market

After the Recession, the number of remaining developers Michigan is reduced and those that survived are very busy. As a result, they may not take the time to fully understand the dynamics of the local market and especially not unmet demand. It is therefore up to the community to present valuable information underlining the attributes of the City and why they should do projects here. The City can prepare a fact sheet for different market segments, working with local real estate professionals and companies. For example, some compelling information might be increased housing prices and vacancy rates; potential demand for certain types of housing using the Target Market Analysis; voids in the retail market that could be served by local businesses, etc.

### Developer Matchmaking

Once the above information is collected and organized, invite developers to come in and learn about available sites and why they should consider Melvindale for their next project. It would be best to invite them individually and be concise, enthusiastic, and to the point with what you would like them to consider. Be sure to share success stories from other companies and developments so they can see that others have already tested the market. It is equally important to have as much information on-hand regarding property availability, price, rental rates, recent purchase prices, traffic volumes, etc. This will provide a positive impression regarding the recruitment effort and limit the number of items that need follow-up.

### HELP CLOSE THE GAP

It is much more difficult to redevelop properties in downtown areas due to increased material and labor costs. This is further compounded by such items as asbestos removal and demolition, infrastructure replacement and underground contamination. These increased costs, along with an unknown demand for retail and office space, leaves developers searching for ways to close the financial “gap” for a proposed project. Combined with a limited number of developers undertaking mixed-use projects in Michigan, the task of attracting new projects can be daunting. This requires a high level of redevelopment expertise and creative financing tools on the part of the City. The following development activities will help put the City in a competitive position for new projects.

### DDA/City Property Acquisition

Property acquisition will be a necessary part of implementing the development projects contained herein, particularly for site development and redevelopment. By purchasing property in an area identified for new development, the DDA or the City will have an added tool to attract developers and build the desired project. For example, to develop new housing, the DDA or City can acquire several of the vacant lots and can contribute them to the project. This will provide an incentive to lower the cost, and minimize the risk, for the developer. Should the first phase be successful, the developer will more than likely undertake construction of additional units without any form of subsidy. The goal is to use tax increment financing to attract developers by minimizing risk, leverage private investment and eventually eliminate the need for financial assistance.

#### Current DDA/City-Owned Properties:

- 18591 Allen Rd (parking)
- 4140 Oakwood Blvd
- 18616 Allen Rd (Slovene Club)

### Gap Funding

Some projects may need financial assistance to kick-start the development. The City may, at its own discretion, commit project-specific future tax increment capture back to private projects for a specified period of time. The goal is to provide funding to close the “gap” that prevents the project from becoming a reality due to financial feasibility. There are many additional incentives that can also be utilized to support “gap” funding.

### Incentives Available to Assist Development

The following programs are a sampling of incentives available to both local communities and developers to assist with redevelopment projects.

- **Business Development Program** – The MiBDP is an incentive program available from the Michigan Strategic Fund, in cooperation with the MEDC. The program is designed to provide grants, loans or other economic assistance to businesses for highly competitive projects in Michigan that create jobs and/or provide investment.
- **PA 198 Industrial Facilities Exemption** – Industrial property tax abatements provide incentives for eligible businesses to make new investments in Michigan. These abatements encourage Michigan manufacturers to build new plants, expand existing plants, renovate aging plants, or add new machinery and equipment. High technology operations are also available for the abatement. Depending on the scope and type of project, real property taxes can be abated up to 50% for a period not to exceed 12 years for new construction. Further, the 6-mil SET may be abated up to 100% with approval from the MEDC.

In the case of a rehabilitation, the current assessed value of the property prior to improvement is frozen. This results in a 100% exemption from property tax on the value of the improvements.

- **Commercial Rehabilitation Abatement** – Encourages the rehabilitation of commercial property by abating the property taxes generated from new investment for a period up to 10 years. Commercial property is qualified facility that includes a building or group of contiguous building of commercial property that is 15 years or older, of which the primary purpose is the operation of a commercial business enterprise or multi-family residential. The CRA freezes the taxable value of the building and exempts the new investment from local taxes.
- **Community Revitalization Program** – The Michigan Community Revitalization Program (MCRP) is an incentive program available from the Michigan Strategic Fund (MSF), in cooperation with the Michigan Economic Development Corporation (MEDC), designed to promote community revitalization that will accelerate private investment in areas of historical disinvestment; contribute to Michigan’s reinvention as a vital, job generating state; foster redevelopment of functionally obsolete or historic properties; reduce blight; and protect the natural resources of this state. The program is designed to provide grants, loans, or other economic assistance for eligible investment projects in Michigan.

- **New Market Tax Credits** - Historically, low-income communities experience a lack of investment, as evidenced by vacant commercial properties, outdated manufacturing facilities, and inadequate access to education and healthcare service providers. The New Market Tax Credit Program (NMTC Program) aims to break this cycle of disinvestment by attracting the private investment necessary to reinvigorate struggling local economies.

The NMTC Program attracts private capital into low-income communities by permitting individual and corporate investors to receive a tax credit against their federal income tax in exchange for making equity investments in specialized financial intermediaries called Community Development Entities (CDEs). The credit totals 39 percent of the original investment amount and is claimed over a period of seven years.

- **Brownfield** - The Brownfield Program uses tax increment financing (TIF) to reimburse brownfield related costs incurred while redeveloping contaminated, functionally obsolete, blighted or historic properties. It is also responsible for managing the Single Business Tax and Michigan Business Tax Brownfield Credit legacy programs (SBT/MBT Brownfield Credits).

The Michigan Strategic Fund (MSF) with assistance from the Michigan Economic Development Corporation (MEDC), administers the reimbursement of costs using state school taxes (School Operating and State Education Tax) for nonenvironmental eligible activities that support redevelopment, revitalization and reuse of eligible property. The MEDC also manages amendments to SBT/MBT Brownfield Credit projects approved by MSF. The Michigan Department of Environmental Quality (EGLE) administers the reimbursement of environmental response costs using state school taxes for environmental activities, and local units of government sometimes use only local taxes to reimburse for eligible activities (i.e., “local-only” plans).

- **Michigan Transportation Economic Development Fund** - The mission of the Transportation Economic Development Fund (TEDF) is to enhance the ability of the state to compete in an international economy, to serve as a catalyst for economic growth of the state, and to improve the quality of life in the state.

The funds are available to state, county, and city road agencies for immediate highway needs relating to a variety of economic development issues.

- **Facade Improvement Program** - The Downtown Development Authority has a facade improvement program which can provide assistance to downtown property owners that may be interested in upgrading their buildings.

## F. DOWNTOWN DISTRICT REDEVELOPMENT OPPORTUNITIES

The following sites are illustrated to identify key opportunities to implement this plan's vision over time as sites are redeveloped.

### THE SLOVENE AMERICAN CLUB

Located on Allen Road, north of Gough Street, the Slovenia Club is a historic social club, which hosted social and cultural events for various Eastern European ethnic groups that migrated to Melvindale during the post-war boom. The building is two stories tall, with shared parking with the Melvindale Public Library next door. The City of Melvindale has special interest to return the Slovenia Club to an event hall, with other uses that keep it active throughout the year. The Slovenia Club is a historic building and lands in the center of the DDA Area.

In the near term, the site provides an opportunity for rental event space. A desirable future use for the site is a ground-floor restaurant and historic storefront that sells authentic Slavic foods, with Melvindale mementos for tourists to purchase. The upper floor would still be maintained for rental event space. The on-site parking may be a long-term asset for larger events but presently poses gaps in the streetscape experience. A desired future use for the parking area is a flexible green parking lot, that can operate as either additional parking or outdoor patio space for special events at the Club. In conjunction with on-street parking, the Slovene American Club can meet peak demands without over-parking the site.

Other programs considerations to ensure activation include Property Accessed Clean Energy Program (P.A.C.E) and the Michigan Strategic Fund Business Development Program.

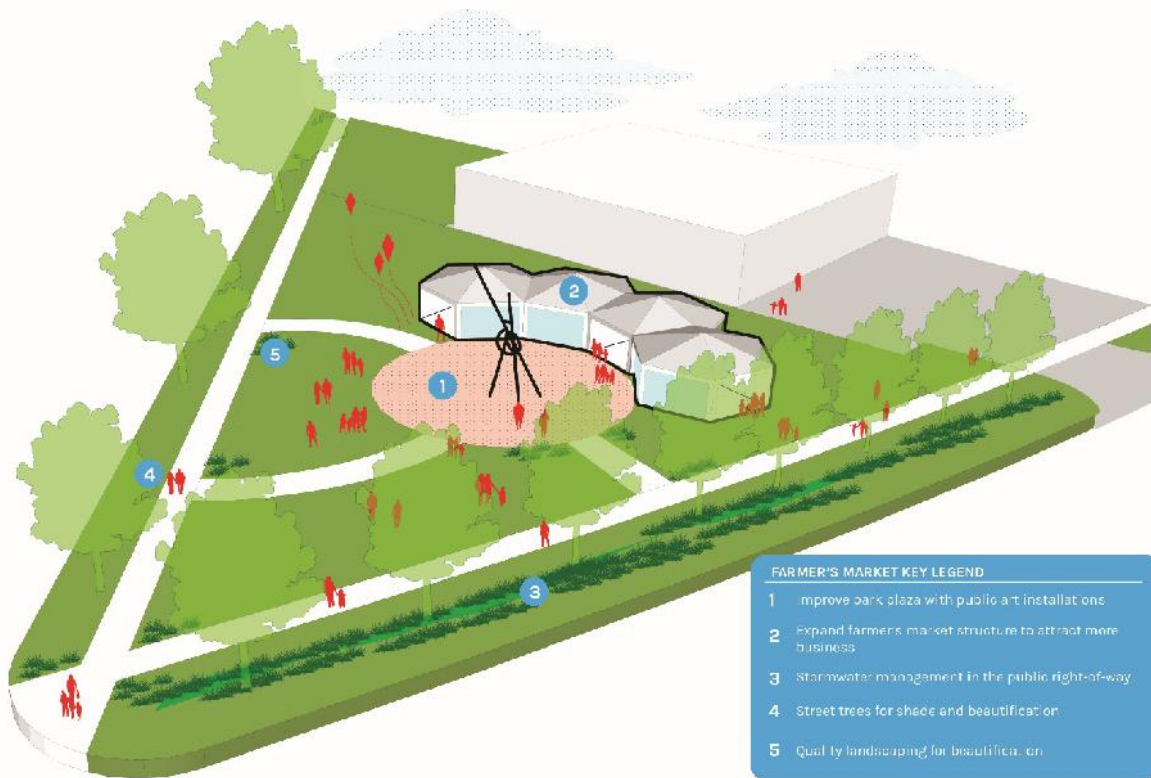


The Slovene Club anchors key redevelopment sites within the heart of Melvindale's "Main Street" - ripe for filling in some of the "missing teeth" of storefronts along this key block

## FARMERS MARKET

The Melvindale Farmers Market is a premiere regular event in Melvindale, with goals to expand similarly to Eastern Market in Detroit. Right now, the Farmer’s Market operates seasonally on Oakwood Boulevard, adjacent to a vacant strip mall location. The City of Melvindale has a special interest in this property and is looking to strengthen the Farmer’s Market presence.

In the near term, the site provides an opportunity to enhance farmer’s market operations by adding a shed that opens open toward the street. Presently, the Farmer’s Market is located at Cardinal Park, but the park design competes with the demands and needs of a functional outdoor market. Adding a shed and strategic landscape design for Cardinal Park can support the outdoor market expansions and still keep the park a usable and passive green amenity for Melvindale residents.



## MELVINDALE CIVIC CENTER

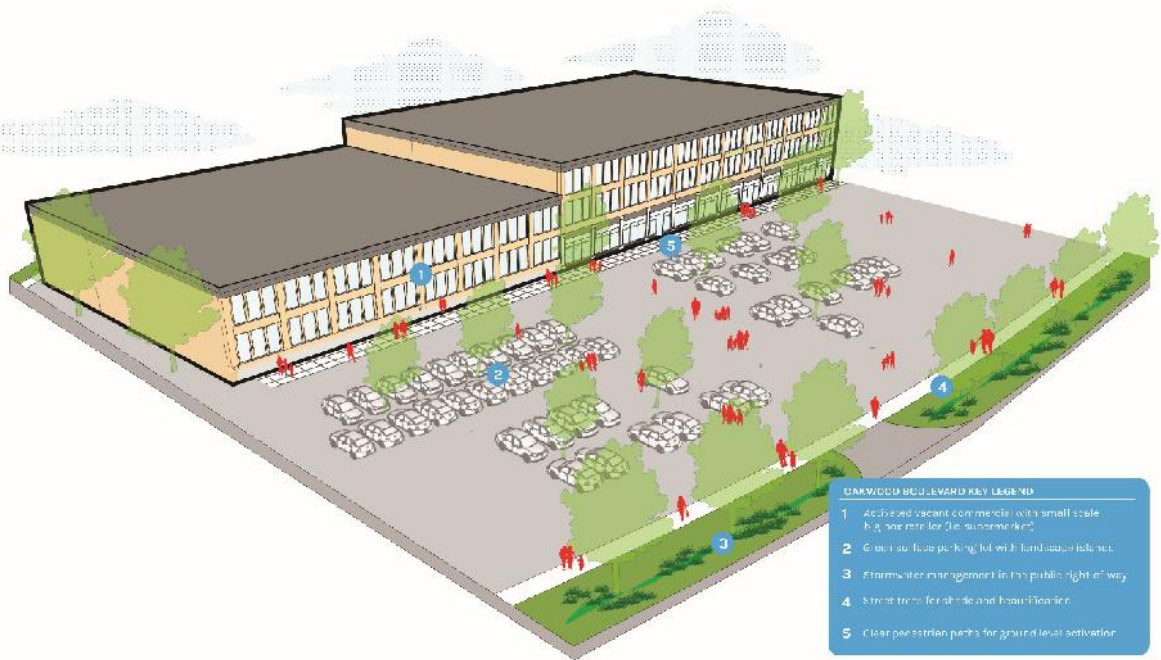
The Melvindale Civic Center is located on South Dearborn Street in the most northern part of Melvindale. The Civic Center operates as a rental event hall, and lands on a larger area of green space just south of the Rouge River. The site is also close to directly next logistics and transportation services. The City of Melvindale has had a difficult time activating this asset.

In the near term, the site provides an opportunity as a recreational facility, particularly for the YMCA. Currently, there is no YMCA that serves Allen Park, Dearborn or Dearborn Heights, and the Melvindale Civic Center presents a wonderful location. The green lot provides parking and green space for outdoor courts and facilities, and unencumbered access to the River Rouge for kayaking.



### DOLLAR TREE SITE

This is a prime redevelopment opportunity to rebuild a mixed-use development in the heart of downtown. If the site is rebuilt, as shown below, the parking lot should be significantly upgraded. Alternatively, to emphasize the downtown character, the building could be sited at the front of the lot with parking on the side and rear.



### VACANT LOTS ALONG ALLEN ROAD AND OAKWOOD BOULEVARD

The City of Melvindale has a special opportunity within its DDA boundary – the DDA owns property on Allen Road and Oakwood Boulevard that can remain in DDA control for parking in the short-term or new development in the future. These sites include:

- 18591 Allen Rd (parking)
- 4140 Oakwood Blvd (parking)
- 18616 Allen Rd (Slovene Club)
- Allen Rd parking lot

Each site provides an opportunity for mixed-use infill development that establishes the desired character for the rest of the DDA corridor. This would establish desired building height and style, while prioritizing on-street and rear parking. The first floor should be activated by retail or restaurant, with residential apartments above. These are prime locations to solicit a developer to build and begins to fill in the “missing teeth” on Allen Road. This may require coordination with other nearby sites for a shared parking strategy.



There are also other unoccupied properties on both Allen Road and Oakwood Boulevard that need to be activated to ensure a healthy and sustainable downtown. In order to assume control and spur existing landowners into action, the City of Melvindale can:

- Coordinate with Downtown Development Authority to assess vacant properties and to create a master plan for this strip to support the vision for redevelopment. Review current taxes and identify unoccupied commercial buildings within the DDA that are delinquent
- Work with property owners to find investment partners or incentives to help support the redevelopment. Connect business owners with building owners to populate and activate vacant storefronts
- Adopt a zoning overlay or form-based code for this area that would provide more specific details on the design of the building exteriors and streetscape elements. Enforce new zoning regulations for landowners passing through Site Plan Approval

The Melvindale Public Library, located on Allen Road, north of Gough Street, was recently upgraded to better serve the Melvindale population, especially incoming non-English speaking residents. The Library shares a parking lot with the Slovene American Club and has a small literary garden in the rear that serve both the Library and the residential community adjacent. The Melvindale Public Library can better be served by additional funding and events that keep the space activated and centralized learning city for the community.

## G. DOWNTOWN DISTRICT CONNECTIVITY STRATEGY

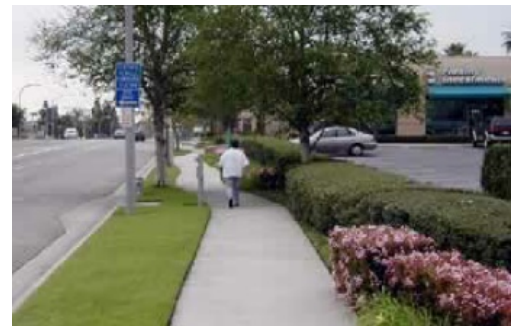
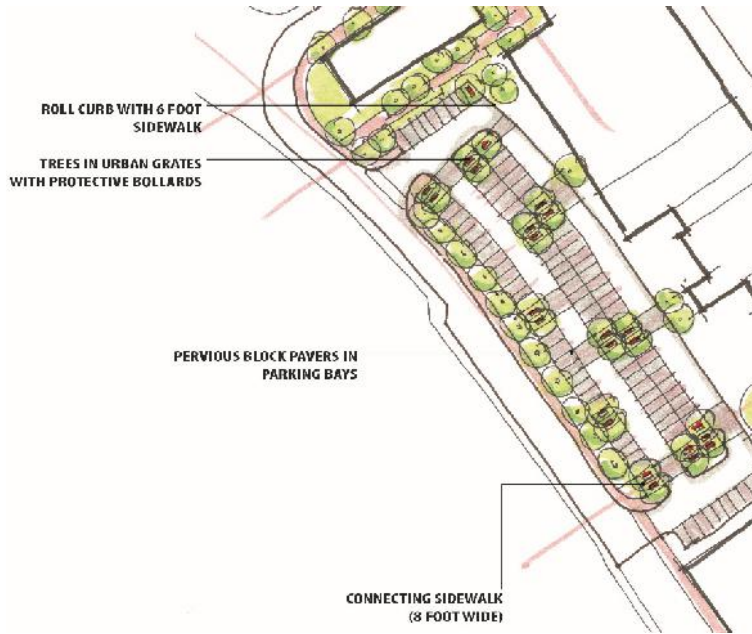
The DDA boundary area should have a defining streetscape that connects the commercial districts streets and establishes a downtown identity. Melvindale is predominately based on a grid pattern, with some suburban curvilinear patterns, but the downtown area maintains traditional grid streets. To encourage walkability and pedestrian safety, the DDA streetscapes must incorporate several changes that will in turn support the existing and future businesses located in the corridors. Establishing this strategy will also create a destination that connects neighborhoods to each other and to other districts within the city.

### PROVIDE A SAFE, CONVENIENT, AND RELIABLE TRANSPORTATION SYSTEM THAT IS ACCESSIBLE FOR ALL AND CONNECTS MELVINDALE TO THE LARGER REGIONAL AREA

- Create, expand, and maintain an integrated system of sidewalks and pathways
  - o Repair the existing sidewalk system to resolve trip hazards, debris and pavement material challenges
  - o Establish an amenity zone that can accommodate public/private seating, trees, bike racks, light poles and utilities, signage, pedestrian and landscaping elements along sidewalks and pathways.
  - o Consider feasibility of protected bike lanes within DDA area and adjacent residential areas to encourage more foot-traffic in the Downtown areas
  - o Coordinate with Wayne County to implement on-street parking, mid-block crossings, improved traffic signals, improved and expanded sidewalks, and general roadway repair on Allen Road
  
- Improve safety of streets for all users
  - o Incorporate distinctive and clearly marked crosswalks at road crossings that align with existing sidewalks and pathways.
  - o Incorporate curb bump-outs and other traffic calming devices to reduce the distances of pedestrian crossings.
  - o Enforce minimum widths and reduce number of driveway curb cuts to promote safety
  - o Conduct a traffic study to support a road diet and on-street parking on Oakwood Boulevard and Allen Road

### IDENTIFY, PRESERVE, AND ENHANCE THE COMMUNITY'S CHARACTER AND HERITAGE

- Improve key gateways into the DDA by inviting local artists to create signage
  - o Allen Road and Outer Drive
  - o Allen Road and Greenfield Road
  - o Oakwood Boulevard and Robert Street
  
- Provide safe, aesthetically pleasing, accessible, unobtrusive and pedestrian-friendly parking areas
  - o Resurface existing parking lots with porous / pervious pavement
  - o Utilize trees, planting islands, and raingardens, as appropriate within surface parking areas, to manage on-site stormwater
  - o Enforce on-site stormwater management for new developers or to offset burden to existing neighbors
  - o Discourage large expansive surface parking areas.
  - o Utilize traffic calming measures within surface parking areas.
  - o Utilize on-street parking where appropriate.
  - o Provide for safe and efficient snow removal and storage.
  - o Place vegetative screening at appropriate locations around parking areas.
  - o Provide for adequate bicycle parking facilities.



*Parking lot screening and landscaping recommendations*

These parking recommendations should also fall into other parking areas outside of the DDA boundary area to establish consistency and reduce the burden of infrastructural maintenance over time.

## H. ECONOMIC DEVELOPMENT STRATEGY

The economic development strategy drives investment and growth strategies, and it helps to define the way a community will interact with the local business community. It can guide business attraction and retention, determine which types of projects warrant public incentive support, identify an economic development vision and create an implementation strategy for the completion of projects which will enhance the economy within the community.

Economic development cannot just be about projects and amenities alone, it must be a comprehensive strategy. One that focuses on growing the local tax base, developing the workforce of today and tomorrow, investing in infrastructure that can support the needs of both residents and businesses, creating capacity to support, grow and retain existing businesses within the community and developing a marketing and branding strategy that can help attract new businesses to the community.

*For on economic development, see the 2018 MSU Economic Development Strategy*

## ASSETS

- Large presence of young professionals and highly educated residents
- Proximity to major institutions (University of Michigan-Dearborn, Baker College and Henry Ford College)
- Diversity of active businesses, reflective of Melvindale population

## CHALLENGES

- Not many businesses in the city limits- people commute outside of the city for work
- Perception and lack of marketing assets for major employers
- Limited skills-training for underemployed populations
- Few entertainment venues
- Access to capital for small professional business owners
- Language barriers for new local hires

## BOOST THE LOCAL ECONOMY BY ATTRACTING LOCAL AND REGIONAL EMPLOYERS TO MELVINDALE

Assessing the assets and challenges and reviewing the physical assets the City has to catalyze development, other programmatic elements should be included to ensure that developers and business owners can maintain sustainable and successful endeavors within the DDA boundary. This could include:

- Expand youth training and employment
  - Provide paid opportunities for youth and teens to begin skill building and earning experience in lucrative trades
  - Provide paid opportunities to help beautify the community to enhance the public realm
  - Connect with local universities about satellite programs
- Attract developers to the DDA
  - Improve the development review process by creating a “Guide to Development” that spells out step-by-step means to develop and build successfully in Melvindale
  - Provide accessible information on financing and other state programs that alleviate the financial burdens of development.
  - Identify opportunities with developers to activate unoccupied businesses within the DDA core zones
  - Promote and support a regional approach to economic development that is business-friendly and easily accessible
  - Encourage green technologies and sustainable development practices
- Invest in small business owners
  - Provide paths to ownership and business development with state and federal support
  - Connect small businesses to abandoned businesses within the DDA core zone
  - Encourage home-based businesses, live-work space, mixed uses, and flexible commercial spaces to accommodate the new economy worker and business
  - Identify and invest in programs that promote Melvindale as the best entrepreneurial climate to live, work, learn, and play
  - Engage with immigration services (ESL, legal services, income tax services)
- Promote Tourism
  - Facilitate regular and frequent events in the DDA, including the Farmers Market, and other cultural events
  - Create day-tripper attraction packages and deals to encourage visitors to patronize Melvindale businesses

## CHAPTER 4. CORRIDORS PLAN

Corridors are the streets that connect the City together, and sometimes divide it. They are the arteries of transportation into, around and through the City and are home to most of the commercial areas. Major corridors in Melvindale, including Allen Road, Oakwood Boulevard, Dix Road, Schafer Road and Outer Drive may require district streetscape interventions to improve the quality and safety of each corridor. Taking cues from the streetscape strategy within the DDA boundary, other streetscapes throughout Melvindale should reflect similar strategies, particularly to promoting walkability and public safety.

Many of the roadways in Melvindale are accessed by large vehicles, namely semi-trucks, predominantly because of the proximity to active industry. Because of this, it is extremely important for the other Melvindale streets to implement and enforce safe pedestrian crossings and traffic calming measures.

### A. FRAMEWORK

Allen Road, Oakwood Boulevard, Dix Road, Schafer Road and Outer Drive are each arterial roads in that they continue into other adjacent cities, including Detroit and Dearborn. While operating as local roadways within Melvindale, these streets see significant traffic with drivers avoiding interstates and smaller highways. This places an unfair burden onto the City of Melvindale to maintain roads that are predominately used by regional commuters. This also places an unsafe roadway environment which places more cars on the street than people.

A Corridors plan will provide recommendations on how to improve these roadways that slows down traffic, deters commuter traffic and establishes a public realm that supports Melvindale's neighborhoods and commercial corridors.



### B. ASSETS AND CHALLENGES

Just like any other place, Melvindale has assets to leverage and challenges to overcome. The Melvindale Master Plan Steering Committee and other engaged groups identified key assets and challenges that this Master Plan document seeks to further support or guide through transformation.

## ASSETS

- Great proximity- Melvindale is close to major cities and institutions
  - o Detroit and Dearborn are within a 15-20-minute drive
  - o Close to University of Michigan-Dearborn, Baker College, and Henry Ford College
- Great access to highways
  - o Exits from Interstate 94 and 75
  - o Close to the Detroit Industrial Expressway and Schafer Highway
- SMART bus route 140 has a direct connection to the Dingell Transit Center in Dearborn and Dingell Wildlife Center along the Detroit River.
- SMART also began a new service in a part of Melvindale that is called SMART Flex. It operates much like Uber and Lyft. It is an on-demand service using a mobile app to hail the ride

## CHALLENGES

- Increase commuter traffic around and within Melvindale
- High truck volume through Melvindale
- Air quality concerns – heavy traffic and proximity to heavy industry poses health and environmental concerns

## C. GOALS, POLICIES, ACTIONS

The following goals, policies, and actions help translate the city's assets and challenges into opportunities for strengthening residential neighborhoods and related land uses.

### IDENTIFY, PRESERVE, AND ENHANCE THE COMMUNITY'S CHARACTER AND HERITAGE

- Establish a consistent streetscape identity to strengthen the public realm
  - o Improve existing and build additional sidewalks for adequate widths
  - o Enforce driveway maintenance and appropriate widths
  - o Incorporate distinctive and clearly marked crosswalks at road crossings that align with existing sidewalks and pathways.
  - o Incorporate curb bump-outs and other traffic calming devices to reduce the distances of pedestrian crossings.
  - o Enforce minimum widths and reduce number of driveway curb cuts to promote safety
  - o Establish an amenity zone that can accommodate public/private seating, trees, bike racks, light poles and utilities, signage, pedestrian and landscaping elements along sidewalks and pathways.



PROVIDE A SAFE, CONVENIENT, AND RELIABLE TRANSPORTATION SYSTEM THAT IS ACCESSIBLE FOR ALL AND CONNECTS MELVINDALE TO THE LARGER REGIONAL AREA

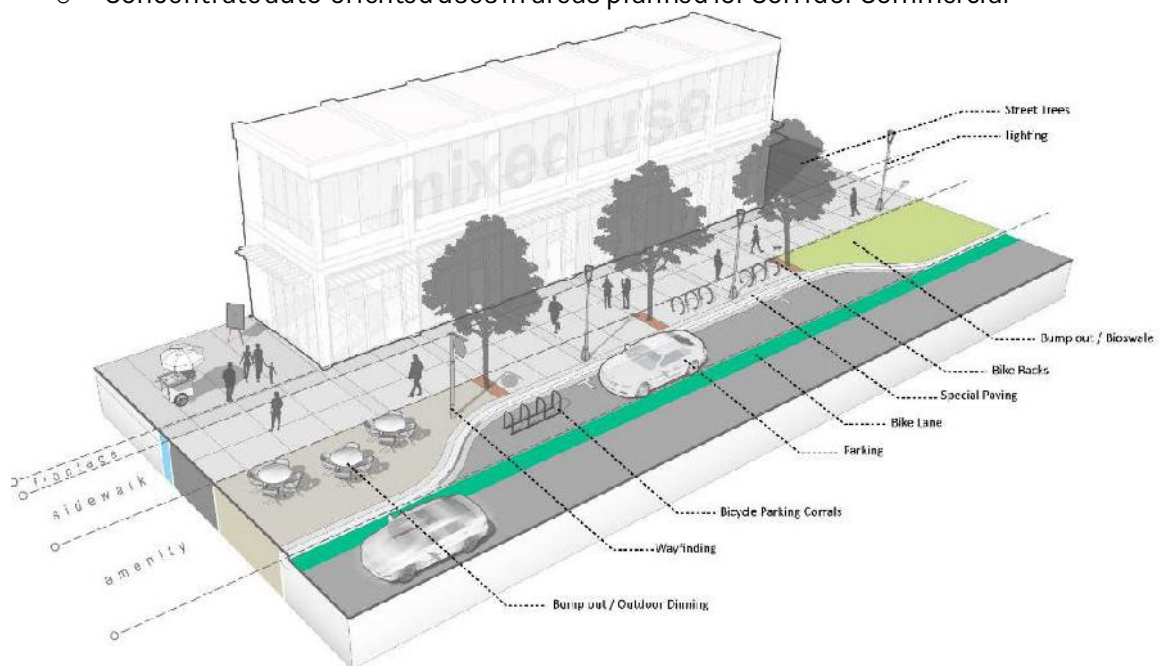
- Create, expand, and maintain an integrated system of sidewalks and pathways
  - o Design sidewalks and pathways that connect with existing sidewalks, pathway systems and key destinations, activity and employment centers throughout the city, including Downtown, the Rouge River, schools and parks.
  - o Incorporate pedestrian and landscaping elements along sidewalks and pathways.
  - o Pursue “Bicycle Friendly City” designation from the League of American Bicyclists and implement bike lanes on identified neighborhood streets.
- Improve safety of streets for all users
  - o Incorporate distinctive and clearly marked crosswalks at road crossings that align with existing sidewalks and pathways.
  - o Incorporate curb bump-outs and other traffic calming devices to reduce the distances of pedestrian crossings.
  - o Improve the appearance of key entryways into the community by incorporating landscaping, signage and lighting that compliments the character of the community.

BENEFITS OF A NON-MOTORIZED SYSTEM

- Provides connections between homes, schools, parks, public transportation, offices, and retail destinations.
- Improves pedestrian and cyclist safety by reducing potential crashes between motorized and nonmotorized users.
- Encourages walking and bicycling that improves health and fitness
- Provides options to make fewer driving trips, saving money
- Research demonstrates pedestrian and bike-friendly cities have more economic vitality.

ENCOURAGE AND INCENTIVIZE DEVELOPMENT THAT BRINGS NEW RESIDENTIAL AND MIXED-USE DEVELOPMENT TO MELVINDALE TO PROMOTE A DIVERSE AND ACTIVE COMMUNITY.

- Encourage a mixture of uses along corridors
  - o Amend C-1 and PB-1 zoning to permit residential by right in areas planned for Corridor Mixed-Use
  - o Concentrate auto-oriented uses in areas planned for Corridor Commercial



## CHAPTER 5. FUTURE LAND USE

The Future Land Use plan and map depicts the preferred, generalized composition of future land uses for the City of Melvindale. The Future Land Use plan is the general framework upon which land use and policy decisions for the village will be guided for the next 20-30 years. The Future Land Use plan was developed after careful consideration of the city's priorities and several dynamic factors, including existing land use, redevelopment opportunities, community services, and future growth.

Land use change should proceed in a manner and timeframe that is consistent with policies on the environment, infrastructure, and other matters. Deviations from the future land use map should be predicated on altered conditions otherwise unforeseen in this document and should be carefully considered to ensure that general consistency is maintained when making decisions on planning and development matters. Decisions that are in direct conflict with the future land use map, or which could undermine the long-term objectives of the community, should be avoided.

### A. FACTORS CONSIDERED

This Future Land Use Map and the Master Plan incorporates input received during the public participation process, acknowledges existing land use patterns, and reflects planning best practices. More specifically, the following factors were taken into consideration in preparing the Future Land Use Map:

**Existing Land Use.** Locations of most existing commercial and industrial developments are appropriate and will continue to serve as the primary business centers. Residential neighborhoods are well established and strong. The community land use patterns have evolved in an orderly manner and will be reinforced, rather than altered in a significant manner.

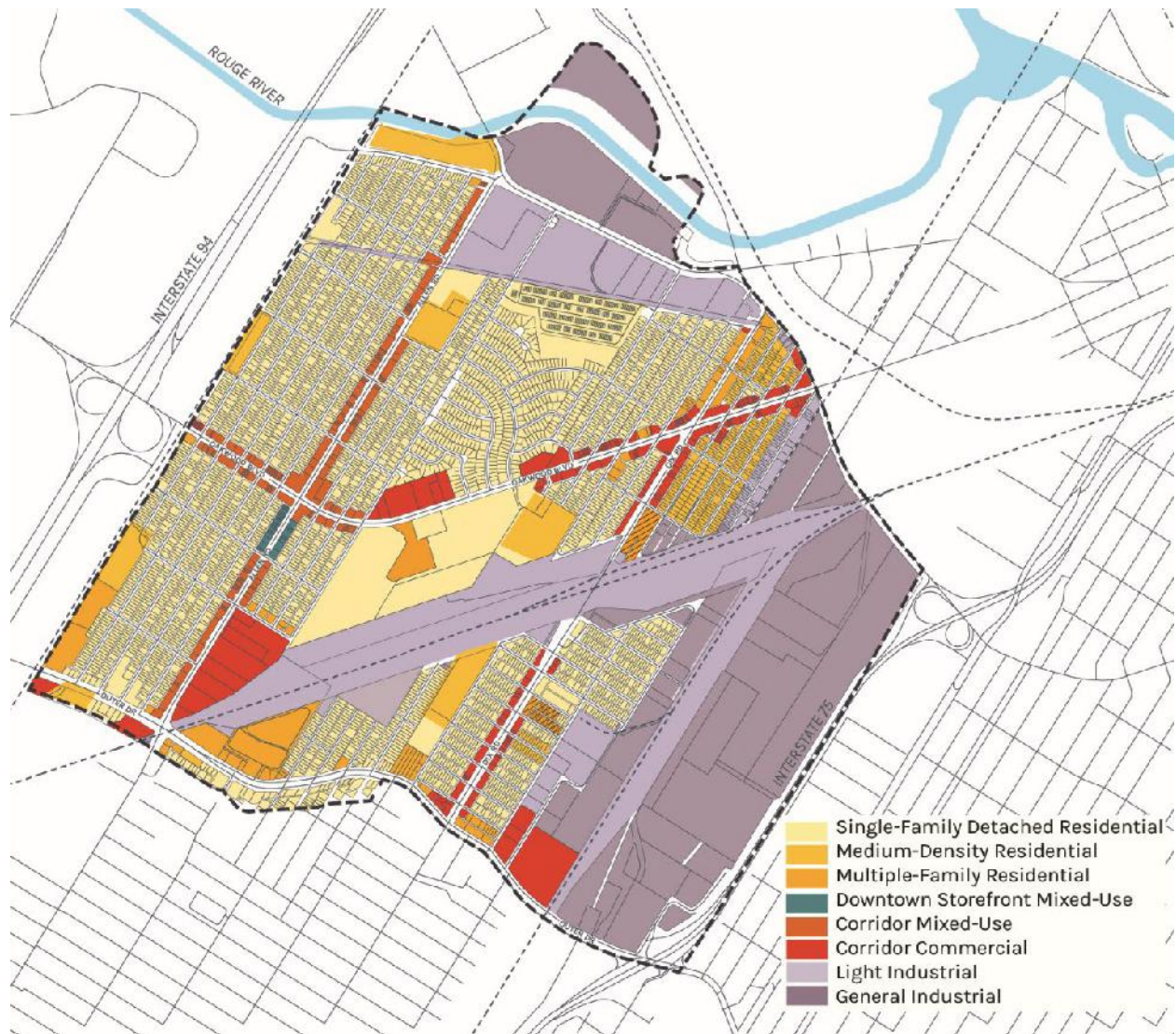
**Existing Zoning.** There is no "vested interest" that guarantees zoning will not change. In fact, changes are suggested by this Master Plan. However, such changes were carefully considered to ensure the general development arrangement remains consistent and landowners will be ensured a reasonable use of their land.

**Relationship of Incompatible Uses.** The Future Land Use Plan provides important guidance in the ongoing effort to reduce or eliminate incompatible land use relationships. Providing a transition between land uses, such as the introduction of office or attached residential between commercial corridors and single-family residential areas, is one approach that can accomplish such a transition. In other cases, natural features or landscaping can help facilitate such a transition. Importantly, the Plan designates general land use patterns for uses considered most appropriate to fulfill the long-term objectives of the community.

**Capacity of Streets, Infrastructure and Facilities/ Services.** Accessibility to and the capacity of the street network help establish the types and intensity of uses that may be served in an area without adversely impacting traffic operations. The availability of community facilities such as schools and recreational facilities affects the areas that are especially attractive for residential development, while police and fire protection also assist with the quality of life provided to all land uses.

**Market Conditions.** The nature of residential, commercial, and industrial land uses are evolving, with aging development types often becoming less desirable or obsolete. This can result in an oversupply of certain types of development, especially commercial. Redevelopment of existing uses is encouraged, and the future land use designations reflect a balance and mixture of uses targeted to key areas.

**Land Use Patterns in the Region.** Land use patterns for the surrounding areas of Wayne County were considered to ensure that the future land use plan is compatible with and complement those patterns. Most of the surrounding development maintain low-density residential and commercial characters, but places like Dearborn, Detroit and Wyandotte have strong downtown corridors that Melvindale can take cues from.



MELVINDALE FUTURE LAND USE MAP

## B. FUTURE LAND USE AND CHARACTER PLACE TYPES

The following place types are intended to guide future land use and character decisionmaking, particularly in applying the zoning ordinance. See previous chapters where opportunities and strategies for neighborhoods, downtown, and corridors are outlined in more detail.

### SINGLE FAMILY DETACHED RESIDENTIAL

**Purpose.** To preserve existing single-family neighborhoods and provide for future detached single-family development within the city. Infill development should follow the established grid pattern and surrounding character, while cluster-type development is encouraged for larger, new residential developments.

**Description.** The Single Family Detached Residential classification is intended to provide for a diversity of single-family homes. These lots are intended to be developed with a maximum density of approximately 6 units per acre, providing for usable yard space in an urban environment. Residential areas should encourage pedestrian connectivity and preservation of natural features such as mature street trees, wetlands, and environmentally sensitive areas.

**Locations.** These uses are planned for all four quadrants of the community surrounding the city center. Single Family Detached Residential is currently and will continue to be the predominant land use classification.

**Appropriate Uses.** Desirable land uses include detached single-family, places of worship, schools, neighborhood parks, and other similar semi-public/public uses. Complementary uses adjacent to this classification include conservation/open space uses, athletic fields, local commercial, day-care facilities, senior/assisted living, and higher density residential.

**Compatible Zoning Districts.** R-1

## MEDIUM-DENSITY RESIDENTIAL

**Purpose.** To preserve existing single-family and two-family neighborhoods and provide for future detached single-family and two-family development within the city. Infill development should follow the established grid pattern and surrounding character, while cluster-type development is encouraged for larger, new residential developments.

**Description.** The Single Family Detached Residential classification is intended to provide for a diversity of single-family and two-family homes. These lots are intended to be developed with a maximum density of approximately 10 units per acre, providing for usable yard space in an urban environment. Residential areas should encourage pedestrian connectivity and preservation of natural features such as mature street trees, wetlands, and environmentally sensitive areas.

**Appropriate Uses:** Desirable land uses include detached single-family, places of worship, schools, neighborhood parks, and other similar semi-public/public uses. Complementary uses adjacent to this classification include conservation/open space uses, athletic fields, local commercial, day-care facilities, senior/assisted living, and higher density residential.

**Compatible Zoning Districts.** R-2

## MULTIPLE FAMILY RESIDENTIAL

**Purpose.** This land use is designed primarily to permit high rise apartment residential development. Due to the large traffic volumes generated by such development, this district is intended to be located adjoining major streets. For its potential benefits as walk-in trade, it should ideally adjoin shopping concentrations. For the purposes of this chapter a high rise structure shall be any structure four or more stories in height.

**Description** Multi-family housing is intended to provide for a diversity of multi-unit residential units, townhouses, or apartment buildings. These lots are intended to be developed with a maximum density of approximately 25 units per acre, providing for usable yard space in an urban environment. Heights and building character should reflect surrounding character with improved density. Residential areas should encourage pedestrian connectivity and preservation of natural features such as mature street trees, wetlands, and environmentally sensitive areas.

**Appropriate Uses:** Multiple-family dwellings, including apartments, townhouses and row houses, provided all such dwellings shall have at least one property line abutting a major thoroughfare or have vehicular access to a major thoroughfare through property zoned R-3 or R-4. All ingress and egress shall be directly onto such major thoroughfare. Private schools and educational institutions. Accessory buildings and uses customarily incidental to the above principal permitted uses. Off-street parking in accordance with the requirements of article XVII of this chapter

**Compatible Zoning Districts.** R-3; MHP (indicated with a hatch on the future land use map)

## DOWNTOWN STOREFRONT MIXED-USE

**Purpose:** The Downtown Storefront Mixed-Use district is complementary to the Corridor Mixed-Use district in that it is intended to promote a walkable mixture of uses. The Downtown Storefront is further intended to limit first floor uses to active retail uses, typical of a downtown “Main Street”, to promote a walkable destination for residents and visitors.

**Description.** This area is prioritized for the first phase of concentrated walkable mixed-use in Melvindale. It represents the strongest possibilities for a revitalized downtown based on existing storefronts, uses, and redevelopment possibilities. There should be less flexibility than the Corridor Mixed-Use in terms of uses, design, and parking location to ensure this is a true downtown node. The intent is that once this area is developed in the style of a traditional “Main Street” destination, other areas planned as Corridor Mixed-Use could be further developed to match this desired character.

**Appropriate Uses:** Retail sales and services on first floor, residential and office on upper floors

**New Recommended Zoning District: CBD,** to require buildings built at a 0’ built-to line, no parking in the front yard, required storefront window percentages.

## CORRIDOR MIXED-USE

**Purpose.** The Corridor Mixed-Use district is intended to promote a walkable mixture of uses, providing residential with walkable, local businesses and permitting integration of residential into historically commercial areas.

**Description.** While larger, more intense commercial uses are allowed, there should be a renewed importance placed on smaller to medium-sized parcels for more meaningful, consolidated development projects that create a walkable atmosphere for the pedestrian. Additionally, site and building design should be cohesive to surrounding uses, preserving traditional storefronts where possible and allowing attached housing as an option for second-story flats or live/work buildings. In the future, office, residential mixed-use, and new economy uses built to the front lot line are welcomed in this area. Parking should be limited and located in side or rear yards.

**Appropriate Uses:** Retail, Personal services, restaurants, offices, flats above storefronts, small apartment buildings and townhouses.

**Compatible Zoning Districts. C-1, PB-1**

**Future:** Rewrite C-1 to better fit this description

## CORRIDOR COMMERCIAL

**Purpose.** Corridor commercial is intended to permit a wider range of business and entertainment activities than those permitted in Corridor Mixed-Use. The permitted uses are intended to provide businesses and services usually found in major business areas along major streets or near freeway access ramps. These uses generate large volumes of vehicular traffic, require substantial access for off-street parking and loading, and require detailed planning particularly as to relationships with adjacent residential areas.

**Appropriate Uses:** The Corridor Commercial district is intended to serve a wide assortment of office, residential and commercial uses and more auto-oriented uses than Corridor Mixed-Use. The vision for this district is that of an auto-serving connector between more pedestrian-oriented areas. Auto uses like drive-throughs and parking are allowed, with appropriate screening.

The developments in this district currently exhibit the typical suburban commercial characteristics designed around the automobile. The district creates a transition between heavier, more intense industrial and commercial uses, into the more pedestrian-scaled Corridor Mixed-Use district. The future vision for the district includes improving connections to the surrounding residential areas, as well as employment centers like the DTE Allen Road Service Center, Strong Middle School, and Melvindale High School. The goal is to eventually transform the Corridor Commercial district into a mixed-use, pedestrian-friendly connector, supporting both residential and commercial uses and acting as a transitional corridor between nodes.

#### **Compatible Zoning Districts. C-1, C-2**

**Future:** Rewrite C-2 to better fit this description

#### LIGHT INDUSTRIAL

**Purpose.** For the manufacturing, assembly, and processing of goods and materials. Where industrial abuts or faces residential uses, extra buffering should be provided to provide a sensitive transition, limiting the impacts on neighbors. Current facilities should not generate high traffic volumes or unacceptable noise levels or odor.

**Appropriate Uses.** Research and Development, manufacturing, assembly, processing of goods and materials and new technology uses should be targeted for integration into this area.

#### **Compatible Zoning Districts. M-1**

#### GENERAL INDUSTRIAL

**Intent.** Support heavy industrial uses and large-scale employers. Provide adequate infrastructure to allow for efficient truck loading and drop-off access points that avoid disrupting the normal traffic flow of nearby streets. Care should be taken to ensure adequate screening, buffering, setbacks, and design to prevent negative visual and environmental impacts on the public view or on residential, parks and natural areas adjacent to the district. Provide public transportation methods and adequate accessibility points, as industrial districts can experience heavy traffic flow due to its role as a large employment center.

**Appropriate Uses.** Heavy industrial uses and large-scale employers such as auto manufacturing plants, manufacturing, assembly, and the processing of goods and materials.

#### **Compatible Zoning Districts. M-2**

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## CHAPTER 6. IMPLEMENTATION

The Master Plan is intended to serve as a guide for land use and redevelopment of the city for the next 10 to 20 years. Goals, objectives, and actions noted throughout the Plan should be carefully considered during decisions on rezonings, zoning text amendments, other regulations, capital investments for improvements to streets, “complete streets” bikeways/ walkways, utilities, public facilities, land acquisition, and development proposals. Recommendations in this Plan apply to both public land (parks, sites, and right-of-way) and guidance for development and redevelopment of privately-owned property. Some Plan recommendations may involve the need for changes to land use regulations and/or potential new programs. Others may involve partnerships with other municipalities, agencies, organizations, or groups. Since the Plan is a long-range guide, refinements or additional studies may also be appropriate in the future to reflect new information, respond to unanticipated factors or to address changes in city policies.

To that end, this chapter provides a summary of the recommendations described in the previous sections of the plan. It also acts as a quick reference for the city staff, planning commission, and the city council to evaluate its progress toward implementation of the Plan.

### A. IMPLEMENTATION TOOLS

Tools to implement the Master Plan generally fall into six categories and some strategies may include more than one:

1. Land use regulations
2. Capital improvement programs, such as streets, village buildings, or other major purchases
3. Property acquisition programs
4. Special Funding Programs (CDBG for example)
5. Programs or additional studies
6. Partnerships, such as working with other organizations on planning, education, funding, or delivery of cost-efficient services.

Each tool has a different purpose toward Plan implementation and may suggest specific immediate changes, long-term policies and others involve ongoing activities.

#### 1. LAND USE REGULATIONS

The primary tool for Plan implementation, which includes the Zoning Ordinance and other land use regulations, is summarized below. The village also has several other codes and ordinances to ensure that activities remain compatible with the surrounding area, such as noise, blight and nuisance ordinances.

##### Zoning Regulations

Zoning regulations control the intensity and arrangement of land development through standards on lot size or units per acre, setbacks from property lines, building dimensions and similar minimum requirements. Various site design elements discussed in this Plan are also regulated through site plan review and address landscaping, lighting, driveways, parking and circulation, pedestrian systems and signs. Zoning can also be used to help assure performance in the protection of environmentally sensitive areas such as floodplains, state regulated wetlands, woodlands and wellhead areas.

### Zoning Map

Over time, changes to the zoning map should become more consistent with the land use pattern identified on the Future Land Use Map. In some cases, the village may wish to initiate certain rezonings as part of an overall zoning map amendment. Other changes to the zoning map can be made in response to requests by landowners or developers. In those cases, village officials will need to determine if the time is proper for a change. It is important that the future land use plan be understood as a long-range blueprint: Implementation is expected, but gradually in response to needs, conditions and availability of infrastructure. The Zoning Plan section of this chapter outlines how the Future Land Use Plan relates to current zoning. The Zoning Recommendations later in this chapter contain rezoning guidelines.

### Subdivision, Land Division and Condominium Regulations

Subdivision, land division and condominium regulations control the manner in which property is subdivided in the village and the public improvements required to support the development. The distinctions are not always apparent once a project is built, but the approval procedures are different due to separate state statutes that govern these types of land development approaches in Michigan.

### Public Infrastructure Standards

Public infrastructure refers to the basic facilities and services needed for the functioning of the village such as village streets, water, sanitary sewer, storm sewer, among others. Standards to ensure consistency and uniformity have been adopted so that each facility is designed and constructed to support existing and future development.

## 2. CAPITAL IMPROVEMENT PLAN (CIP)

The Capital Improvement Plan (CIP) serves as the city's multi-year planning instrument used to identify needs and financing sources for public infrastructure improvements. The City of Melvindale recently completed an annual 6-year CIP that contains recommended capital projects, timing, estimated costs and funding for public infrastructure (streets, bikeways, sidewalks, sanitary sewers, waterlines, storm sewers and drainage) and community facilities (public buildings, fire, police and parks). Capital projects identified help support and promote desired development, and to meet the needs of residents and businesses in the village. The number of projects and project timing are influenced by several factors, in particular, the cost, need for environmental clearance or approval by other agencies, and funds available.

The CIP process precedes the budget process and is used by City Council when developing the annual budget. Recommending approval of the CIP by the Planning Commission does not mean that they grant final approval of all projects contained within the plan. Rather by recommending approval of the CIP, the Planning Commission acknowledges that these projects represent a reasonable interpretation of the upcoming needs for the community and that projects contained in the first year of the plan are suitable for inclusion in the upcoming budget, if funding is available.

Capital Improvement Review Committee includes the city manager, city clerk, finance director, director of public services, director of public safety, DDA director, parks and recreation director, Main Street manager, human resources director, and IT director.

## 3. PROPERTY ACQUISITION PROGRAMS

Like all municipalities, the City of Melvindale has the authority to acquire private property for a public purpose. This may include outright purchase acceptance of land donated by another party or acquisition through eminent domain. In addition to the ability to acquire private property for public infrastructure or facilities such as roads, sewers, public buildings and parks, the city may acquire private property to facilitate redevelopment and to eliminate nonconforming uses or structures.

#### 4. FUNDING PROGRAMS

Some of the recommendations may be funded locally, some through outside funds, and many through a combination. The city monitors new federal and state funding programs that may be available to assist in implementation. In addition, foundations and other organizations may provide contributions.

##### Tax Increment Financing (TIF)

In addition to traditional sources, the city can raise revenues within a specific geographic area for specific purposes, or to capture the new increment of tax revenues in a specific geographic area for specific purposes. The City of Melvindale has the following authorities:

- **Downtown Development Authority (DDA).** The DDA/OMS is funded primarily through a TIF mechanism which has been in place since 1984. The city's latest TIF Plan is unknown and will likely need to be updated to plan for Melvindale between 2020 and 2025
- **Corridor Improvement Authority (CIA).** Melvindale does not have an established CIA. The group but does not have a dedicated source of income and has no formal plan.

##### Transportation Alternatives Program (TAP)

The Michigan Department of Transportation (MDOT) administers the federal Transportation Alternatives Program (TAP) in Michigan, where regional trail connections and safe routes to school are among the highest priorities for funding. TAP is a competitive grant program that uses federal transportation funds designated by Congress for specific activities that enhance the intermodal transportation system and provide safe alternative transportation options. Projects are selected on a competitive basis for funding in a future fiscal year. Competitiveness is primarily established by project concept and project constructability.

- **Project Concept** - Two types of highly competitive concepts are projects that develop/connect regional trails and projects that make walking/biking routes to school safer.
- **Project Constructability** - Applications are reviewed by a team of technical experts to gauge the ability of the proposed projects to be constructed using all current federal and state standards, constructed on time, and constructed on budget. The items that typically are most important for this review are:
  - o High level of positive public involvement
  - o Reasonable cost estimate (based on similar recent federal aid projects)
  - o Industry design standards used without exceptions
  - o Demonstrated high likelihood of all permits to be secured
  - o Demonstrated high level of coordination with all necessary agencies

#### 5. OTHER PROGRAMS

A variety of housing, economic development, informational and other programs may be used by the City to assist with implementation of recommendations in this Plan. Many of these are through state programs as identified in the preceding chapters such as the following:

- Michigan State Housing Development Authority (MSHDA)
- Michigan Economic Development Corporation (MEDC)
- MEDC Redevelopment Ready Communities
- Michigan Department of Transportation (MDOT) and Complete Streets Coalition
- Michigan Department of Natural Resources (MDNR)
- Housing and Urban Development (HUD) Community Development Block Grants (CDBG)

## 6. PARTNERSHIPS

While the city can coordinate many of the plan's implementation tasks, responsibility should not solely rest on the government. Instead, the vast array of stakeholders having key roles in either the city or region should all participate. Partnerships with the public and private sector, including Allen Park Public Schools, regional recreation and tourism organizations, the nearby higher education institutions (Henry Ford College), neighboring municipalities, local businesses, and large land owners will also lead to success implementing the plan's initiatives. Partnerships may range from sharing information to funding and shared promotions or services. The spirit of cooperation through alliances and partnerships will be sustained to benefit everyone in the region. City government cannot and should not do it all. Only through public/private collaboration can the plan's vision be realized.

## B. ZONING PLAN

Zoning is a key mechanism for achieving the desired land use pattern and quality of development advocated in the plan. This section provides a useful guide relative to the inconsistencies between current zoning patterns and proposed future land use designations.

Because the Future Land Use Plan is a long-range vision of how land uses should evolve over time, it should not be confused with the City's zoning map, which is a current (short-term) mechanism for regulating development. Therefore, not all properties should be immediately rezoned to correspond with the plan. The Future Land Use Plan is intended to serve as a guide for land use decisions over a longer period (10-20 years).

In addition, the Future Land Use map is generalized. Zoning changes in accordance with the plan should be made gradually and strategically so that change can be managed. The Future Land Use map as well as the plan's goals and strategies should be consulted to judge the merits of a rezoning request.

The plan categories correspond to zoning districts, but there is some generalization. The following table provides a zoning plan indicating how the future land use categories in this Master Plan relate to the zoning districts in the zoning ordinance. In certain instances, more than one zoning district may be applicable to a future land use category.

ZONING PLAN		Future Land Use	Single-Family Detached Residential	Medium Density Residential	Multiple Family Residential	Storefront Mixed Use	Corridor Mixed-Use	Corridor Commercial	Light Industrial	General Industrial
Zoning Districts										
Residential	R-1, One-Family Residential		X							
	R-2, Two-Family Residential			X						
	R-3, Multiple-Family Residential				X					
	MHP, Mobile Home Park				(X)					
Nonresidential	PB-1, Professional Business						X			
	C-1, General Shopping						X			
	C-2, General Comm Business District							X		
	M-1, Light Manufacturing								X	
	M-2, General Manufacturing									X
	NEW: Central Business District					X				

### ZONING RECOMMENDATIONS

As one of the primary tools to implement this plan, the zoning ordinance and accompanying map should be amended to align the strategies in this plan with the zoning districts and administrative procedures. The recommendations below should be taken into consideration with a more comprehensive audit of the ordinance during the amendment process.

### RRC REPORT OF FINDINGS RECOMMENDATIONS [2017]

As part of the RRC-certification process, the city should undertake a comprehensive review of the zoning ordinance and ensure it aligns with the master plan goals. The following recommendations were included in RRC’s report of findings from August 2017.

- Incorporate placemaking elements in the ordinance
- Consider a form-based code for downtown
- Consider if additional ordinance provisions are needed for the preservation of sensitive historic and environmental features
- Provide development standards to encourage sustainable infrastructure such as rain gardens, bioswales, green roofs, pervious pavement, parking lot landscaping, and preservation of native vegetation/trees
- Provide standards for elements that enhance non-motorized transportation
- Formulate policy or ordinance to compel completion of sidewalk network
- Incorporate additional flexible parking standards in the ordinance

- Review ordinance definitions and update as needed
- Refresh the zoning ordinance graphics to ensure readability and understanding

## C. ACTION PLAN

The implementation tools outlined above are available and should be used to achieve the goals and objectives of the Master Plan. Comprehensive implementation actions have been developed to organize and apply these tools. Under each topic, specific actions, tools, and a timeframe for implementation are identified. The details of the strategies to implement the Master Plan are specified in the table below.

### Timeframe

- Ongoing: annually
- Immediate: 1-2 years
- Short: 3-4 years
- Long: 5+ years

### Responsible Party and Collaborators

- Admin: City Administrator
- CC: City Council
- PC: Planning Commission
- DDA: Downtown Development Authority
- EDC: Economic Development Commission
- P&R: Parks & Rec Steering Committee
- County: Wayne County

### Ease of Implementation

Grade scale of A to F (A being easiest to implement) based on anticipated level of effort and cost

<b>RRC ACTIONS</b>				
<b>#</b>	<b>Chapter</b>	<b>Goal</b>	<b>Actions</b>	<b>Topic</b>
R.1	6 Impl.	3	Adopt a six-year capital improvements plan (1.1.4)	Plans
R.2	3 Dtown	4	Amend DDA plan with updated project list to reference the recommendations in this plan (1.1.2)	Plans
R.3	6 Impl.	6	Develop a public participation strategy that defines outreach strategies and how the success of these strategies will be evaluated (1.2.1)	Engagement
R.4	6 Impl.	6	Establish a method of tracking outreach efforts and sharing the results of public engagement activities (1.2.3)	Engagement
R.5	3 Dtown	4	Adopt a new CBD zoning district for the Downtown Storefront Mixed-Use future land use category with 0' build to lines and permitting upper floor residential (2.1.2)	Zoning
R.6	5 FLU	2	Amend C-1 and C-2 to permit upper floor residential and attached housing types like townhouses and live/work units (2.1.4)	Zoning
R.7	4 Corridor	3	Add bicycle parking, traffic calming, pedestrian scale lighting or public realm standards to the zoning code (2.1.5)	Zoning
R.8	4 Corridor	4	Add zoning standards for native landscaping, rain gardens, bioswales, green roofs, permeable paving or the preservation of existing trees to the zoning code (2.1.7)	Zoning
R.9	5 FLU	5	Expand permitted uses to allow new-economy-type uses such as breweries, distilleries, film studios, research and development laboratories and arts and culture-related uses (RRC 2.1.3)	Zoning
R.10	6 Impl.	6	Identify stakeholder groups that applicants can contact to receive feedback on proposals. These groups and outreach methods should be included in the city's public participation strategy (3.1.4)	Development Review Process
R.11	6 Impl.	6	Amend the zoning ordinance so that the planning commission has approval authority of permitted-use site plans (3.1.7)	Zoning/ Development Review Process
R.12	6 Impl.	6	Request feedback from customers about how the development review process is working (3.1.9)	Development Review Process
R.13	6 Impl.	6	Annually review the successes and challenges with the site plan review and approval procedure (3.1.9)	Development Review Process
R.14	6 Impl.	6	Annually review the development-related fee schedule to ensure the costs of services are up-to-date (3.2.2)	Development Review Process
R.15	6 Impl.	6	Hold an annual joint meeting with city council, planning commission and DDA, EDC (RRC 4.2.4)	Administration
R.16	6 Impl.	6	Publish an annual report of planning commission activity (RRC 4.2.4)	Administration

**COMPREHENSIVE ACTION PLAN** (organized by goal)

<b>GOAL 1:</b> Promote Melvindale as a viable residential community and option for families living and work in Southeast Michigan.							
#	Chapt.	Policy	Actions	Timing	Prime Responsibility	Collab.	Ease of Impl.
1.1	2 Nbhd	Maintain strong residential neighborhoods	1. Develop an educational code enforcement program to help connect residents to the resources and tools they need to maintain their homes. Prioritize education and awareness over fines. 2. Identify exterior improvement funds that assist with facade improvements through grants or low-interest loans	Ongoing	BD	CC	B
1.2	2 Nbhd	Preserve historic residential character	1. Host home repair workshops facilitated by local trades persons and historic preservation experts to address common issues such as window repair, damp basements, electrical issues, and abatement of hazardous materials such as lead and asbestos.	Short-term	BD	Admin	B
1.3	2 Nbhd	Reduce stormwater issues	1. Acquire residential properties in flood areas to develop open space area. 2. Require higher on-site stormwater detention/retention for new development in the City	Immed.	Admin	PW; Water/ Sewer	C

**GOAL 2:** Encourage and incentivize development that brings new residential and mixed-use development to Melvindale to promote a diverse and active community.

#	Chapt.	Policy	Actions	Timing	Prime Respon.	Collab.	Ease of Impl.
2.1	2 Nbhd	Expand housing options	<ol style="list-style-type: none"> <li>1. Encourage the adaptive reuse of underutilized buildings such as schools, churches, or former warehouse buildings for multi-family residential.</li> <li>2. Encourage single-family detached housing on vacant and redevelopment sites, particularly as a transition between residential neighborhoods and commercial areas.</li> <li>3. Encourage infill development for vacant or underutilized parcels within neighborhoods and transition area.</li> <li>4. Encourage a combination of small sized lots for detached single family dwelling units along with a mixture of attached and multiple family housing types.</li> </ol>	Long-term	PC	EDC	B
2.2	3 Dtown	Rezone the downtown area to promote higher-density, mixed-use development	<ol style="list-style-type: none"> <li>1. Establish building height minimums and maximums, general character, and developer agreements to streetscapes and rear parking</li> <li>2. Amend zoning code to eliminate future fast-food and/or big-box national chain retail within the DDA</li> <li>3. Eliminate under-utilized parking lots within DDA and maximize on-street parking to promote walkability</li> </ol>	Immed.	PC	CC	A
2.3	4 Corr.	Encourage a mixture of uses along corridors	<ol style="list-style-type: none"> <li>1. Amend C-1 and PB-1 zoning to permit residential by right in areas planned for Corridor Mixed-Use</li> <li>2. Concentrate auto-oriented uses in areas planned for Corridor Commercial</li> </ol>	Short-term	CC	PC, DDA	A

<b>GOAL 3: Identify, preserve, and enhance the community's character and heritage</b>								
#	Chapt.	Policy	Actions	Timing	Prime Respon.	Collab.	Ease of Impl.	
3.1	3 Dtown	Increase lifestyle, entertainment options including festivals and cultural events.	1. Improve publicity and documentation of Melvindale city events to inspire more DDA visitors	Short-term	DDA	P&R, County	B	
3.2	2 Nbhd	Preserve historic residential character	1. Host home repair workshops facilitated by local trades persons and historic preservation experts to address common issues such as window repair, damp basements, electrical issues, and abatement of hazardous materials such as lead and asbestos.	Short-term	Admin	Housing Comm., County	B	
3.3	3 Dtown	Improve key gateways into the DDA by inviting local artists to create signage	1. Allen Road and Outer Drive 2. Allen Road and Greenfield Road 3. Oakwood Boulevard and Robert Street	Immed.	DDA	Local artists; PW	A	
3.4	3 Dtown	Provide safe, aesthetically pleasing, accessible, unobtrusive, and pedestrian-friendly parking areas	Amend Zoning: 1. Resurface existing parking lots with porous / pervious pavement 2. Utilize trees, planting islands, and rain gardens, as appropriate within surface parking areas, to manage on-site stormwater 3. Enforce on-site stormwater management for new developers or to offset burden to existing neighbors 4. Discourage large expansive surface parking areas. 5. Utilize traffic calming measures within surface parking areas. 6. Utilize on-street parking where appropriate. 7. Provide for safe and efficient snow removal and storage. 8. Place vegetative screening at appropriate locations around parking areas. 9. Provide for adequate bicycle parking facilities.	Short-term	PC	PW; Water/ Sewer	B	
3.5	4 Corr.	Establish a consistent streetscape identity to strengthen the public realm	1. Improve existing and build additional sidewalks for adequate widths 2. Enforce driveway maintenance and appropriate widths 3. Incorporate distinctive and clearly marked crosswalks at road crossings that align with existing sidewalks and pathways. 4. Incorporate curb bump-outs and other traffic calming devices to reduce the distances of pedestrian crossings. 5. Enforce minimum widths and reduce number of driveway curb cuts to promote safety 6. Establish an amenity zone that can accommodate public/private seating, trees, bike racks, light poles and utilities, signage, pedestrian and landscaping elements along sidewalks and pathways.	Ongoing	PC	DDA, CC	C	

**GOAL 4:** Provide a safe, convenient, and reliable transportation system that is accessible for all and connects Melvindale to the larger regional area.

#	Chapt.	Policy	Actions	Timing	Prime Respon.	Collab.	Ease of Impl.
4.1	2 Nbhd	Enhance walkable neighborhoods	<ol style="list-style-type: none"> <li>1. Pursue "Safe Routes to Schools" improvements and federal funding in partnership with the Melvindale Public Schools and the Allen Park Public School System.</li> <li>2. Conduct sidewalk assessment study and improve areas that pose tripping and falling hazards within the right-of-way.</li> </ol>	Immed.	PW	APPS, MPS	A
4.2	4 Corr.	Create, expand, and maintain an integrated system of sidewalks and pathways	<ol style="list-style-type: none"> <li>1. Design sidewalks and pathways that connect with existing sidewalks, pathway systems and key destinations, activity and employment centers throughout the city, including Downtown, the Rouge River, schools and parks.</li> <li>2. Incorporate pedestrian and landscaping elements along sidewalks and pathways.</li> <li>3. Pursue "Bicycle Friendly City" designation from the League of American Bicyclists and implement bike lanes on identified neighborhood streets.</li> </ol>	Ongoing	PW	P & R; DDA	B
4.3	3 Dtown	Create, expand, and maintain an integrated system of sidewalks and pathways	<ol style="list-style-type: none"> <li>1. Repair the existing sidewalk system to resolve trip hazards, debris and pavement material challenges</li> <li>2. Establish an amenity zone that can accommodate public/private seating, trees, bike racks, light poles and utilities, signage, pedestrian and landscaping elements along sidewalks and pathways.</li> <li>3. Consider feasibility of protected bike lanes within DDA area and adjacent residential areas to encourage more foot-traffic in the Downtown areas</li> <li>4. Coordinate with Wayne County to implement on-street parking, mid-block crossings, improved traffic signals, improved and expanded sidewalks, and general roadway repair on Allen Road</li> </ol>	Short-term	PW	DDA	C
4.4	4 Corr.	Improve safety of streets for all users	<ol style="list-style-type: none"> <li>1. Incorporate distinctive and clearly marked crosswalks at road crossings that align with existing sidewalks and pathways.</li> <li>2. Incorporate curb bump-outs and other traffic calming devices to reduce the distances of pedestrian crossings.</li> <li>3. Improve the appearance of key entryways into the community by incorporating landscaping, signage and lighting that compliments the character of the community.</li> </ol>	Short-term	PW	DDA	B
4.5	3 Dtown	Improve safety of streets for all users	<ol style="list-style-type: none"> <li>1. Enforce minimum widths and reduce number of driveway curb cuts to promote safety</li> <li>2. Conduct a traffic study to support a road diet and on-street parking on Oakwood Boulevard and Allen Road</li> </ol>	Short-term	PW	County	C

<b>GOAL 5: Boost the local economy by attracting local and regional employers to Melvindale.</b>							
#	Chapt.	Policy	Actions	Timing	Prime Respon.	Collab.	Ease of Impl.
5.1	3 Dtown	Formalize a Main Street program for downtown management	<ol style="list-style-type: none"> <li>1. Expand outreach and education of façade grant opportunities</li> <li>2. With the City of Melvindale, define the DDA's role in the RRC initiative; plan and deploy activities accordingly</li> <li>3. Identify programs that support local small business to promote local economic growth</li> </ol>	Short-term	DDA		B
5.2	3 Dtown	Expand and sustain a model of “coopetition” among Downtown Melvindale businesses, organizations and attractions.	<ol style="list-style-type: none"> <li>1. Create day-tripper attraction packages and deals to encourage visitors to patronize Melvindale businesses</li> <li>2. Engage business owners in defining “coopetition” and how to measure</li> <li>3. Conduct customer service surveys of property owners, businesses and organizations to identify needs for sustainable success</li> <li>4. DDA to act as resource for businesses in development/strengthening of networks/network opportunities.</li> </ol>	Short-term	DDA	EDC	A
5.3	3 Dtown	Expand youth training and employment	<ol style="list-style-type: none"> <li>1. Provide paid opportunities for youth and teens to begin skill building and earning experience in lucrative trades</li> <li>2. Provide paid opportunities to help beautify the community to enhance the public realm</li> <li>3. Connect with local universities about satellite programs</li> </ol>	Long-term	EDC	DDA	B
5.4	3 Dtown	Attract developers to the DDA	<ol style="list-style-type: none"> <li>1. Improve the development review process by creating a “Guide to Development” that spells out step-by-step means to develop and build successfully in Melvindale</li> <li>2. Provide accessible information on financing and other state programs that alleviate the financial burdens of development.</li> <li>3. Identify opportunities with developers to activate unoccupied businesses within the DDA core zones</li> <li>4. Promote and support a regional approach to economic development that is business-friendly and easily accessible</li> <li>5. Encourage green technologies and sustainable development practices</li> </ol>	Immed.	DDA	PC; EDC; Admin	B

**GOAL 5: Boost the local economy by attracting local and regional employers to Melvindale.**

#	Chapt.	Policy	Actions	Timing	Prime Respon.	Collab.	Ease of Impl.
5.5	3 Dtown	Invest in small business owners	<ol style="list-style-type: none"> <li>1. Provide paths to ownership and business development with state and federal support</li> <li>2. Connect small businesses to abandoned businesses within the DDA core zone</li> <li>3. Encourage home-based businesses, live-work space, mixed uses, and flexible commercial spaces to accommodate the new economy worker and business</li> <li>4. Identify and invest in programs that promote Melvindale as the best entrepreneurial climate to live, work, learn, and play 5.</li> </ol> Engage with immigration services (ESL, legal services, income tax services)	Short-term	DDA	PC; EDC; Admin	C
5.6	3 Dtown	Promote Tourism	<ol style="list-style-type: none"> <li>1. Facilitate regular and frequent events in the DDA, including the Farmers Market, and other cultural events</li> <li>2. Create day-tripper attraction packages and deals to encourage visitors to patronize Melvindale businesses</li> </ol>	Ongoing	DDA	EDC	B

**GOAL 6:** Identify a clear process for how development happens and remains of high-quality in Melvindale.

#	Chapt.	Policy	Actions	Timing	Prime Respon.	Collab.	Ease of Impl.
6.1	2 Nbhd	Proactive capital planning	1. Continue to annually improve the 6-year capital improvement program planning process. 2. Seek grant funding opportunities for infrastructure projects. 3. Review approval process and standards for Planned Unit Development (PUD)	Ongoing	PC	DDA; PW; Water/ Sewer	C
6.2	3 Dtown	Building and Design Enforcement	1. Support a strict code enforcement program of commercial, residential and tenant properties	Immed.	BD	CC; PC	A
6.3	3 Dtown	Implementation	Seek local training to prepare Planning Commission on roles and responsibilities related to DDA development	Immed.	DDA	PC	A

**ABDULWAHAB ELSHAMI, et al**  
**vs.**  
**CITY OF MELVINDALE, et al.**

**COMPLAINT EXHIBIT 7**

City of Melvindale  
3100 Oakwood Boulevard, Melvindale, MI 48122  
(313) 429-1040 fax 313-383-3993

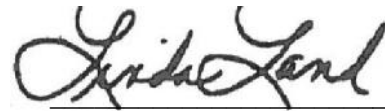
**Regular Meeting of the Melvindale City Council on Wednesday, January 18, 2023 at 7:30 p.m.**

Presiding: Mayor Wheeler T. Marsee, Jr.

Present Council Members: Jackson, Filipowski, Rauser, Frederick, Densmore, Cartrette

**23-01-011** Moved by Frederick and supported by Cartrette, to extend the moratorium for auto related facilities and pharmacies.

Passed Unanimously

A handwritten signature in black ink that reads "Linda Land". The signature is written in a cursive style and is positioned above a horizontal line.

Linda Land, City Clerk

*Dated: January 26, 2023*

Cc: *Brad Burns, Chief Building Official*  
*Lawrence J. Coogan, Corporation Counsel*

**ABDULWAHAB ELSHAMI, et al**  
**vs.**  
**CITY OF MELVINDALE, et al.**

**COMPLAINT EXHIBIT 8**

**From:** Afan Bapacker  
**Sent:** Thursday, April 10, 2025 10:39 AM  
**To:** 'LCooganLaw@gmail.com' <LCooganLaw@gmail.com>  
**Subject:** 18809 Dix Road, Melvindale MI 48122

Mr. Coogan,

I left you a message late yesterday. I represent the owner of the above referenced real property. My clients have owned this property since 2005, their father before them since 1999. At all times it has been maintained as an auto repair shop, no modifications done to the building structure, and the use has been continuous up to last month. A new prospective tenant was told by someone in the Melvindale building department that they could not open an auto repair shop at this location.

The previous tenant's lease is attached, it expired December 2024, and was allowed to stay until the end of March of 2025.

Can you advise as to why there was a denial? Thank you for your assistance.

**Afan Bapacker, ESQ.**

**The Law Office of Afan Bapacker, P.C.**

1 Parklane Blvd,

Ste 729, East Tower  
Dearborn, MI 48126  
afan@bapackerlaw.com

Ph: 313-429-9525  
Fax: 313-447-3014

This message is intended only for the individual or entity to which it is addressed. It may contain privileged, confidential information which is exempt from disclosure under applicable laws. If you are not the intended recipient, please note that you are strictly prohibited from disseminating or distributing this information or copying this information. If this email is not intended for you, and you are not responsible for the delivery of this email message to the addressee, do not keep, copy or deliver this email message to anyone. Please destroy this email in its entirety and notify the sender by reply email. Your cooperation is appreciated.

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 **18809 Dix Road Signed Lease.pdf**  
1656K

**ABDULWAHAB ELSHAMI, et al**  
**vs.**  
**CITY OF MELVINDALE, et al.**

**COMPLAINT EXHIBIT 9**



# THE LAW OFFICE OF AFAN BAPACKER, P.C.

1 Parklane Blvd., Ste. 729 East, Dearborn, MI 48126

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April 16, 2025

City Clerk  
City of Melvindale  
3100 Oakwood Blvd.  
Melvindale, MI 48122

*Re: Freedom of Information Act Request—19125 Dix Road, Melvindale, MI 48122*

Dear City Clerk:

Pursuant to the Michigan Freedom of Information Act (MCL 15.231 et seq.), I am writing on behalf of my client, Abdulwahab Elshami, to request copies of all public records in your possession related to the property located at **19125 Dix Road, Melvindale, MI 48122**. Specifically, we request all records pertaining to:

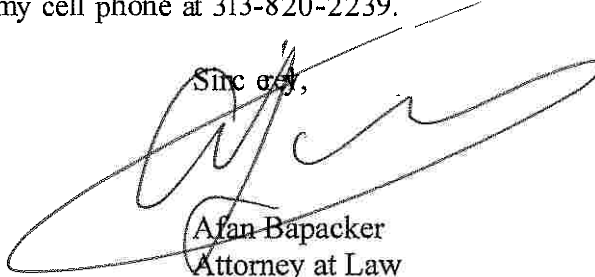
- Permit applications submitted for the property,
- Zoning applications or requests,
- Any related approvals or denials,
- All communications, including all email exchanges,
- Police reports, if any,
- Minutes or recordings of any City Counsel or any other city meetings relating to the application,

for the time period beginning **January 1, 2020 through March 31, 2025**.

If any part of this request is denied, please cite the specific exemption(s) relied upon under FOIA and provide the factual basis for each exemption. If the cost of fulfilling this request is expected to exceed \$50, please provide a detailed cost estimate in advance of fulfilling the request. We request that the documents be provided electronically, if possible, via email or downloadable link. I have enclosed a copy of the completed FOIA application found on your website.

Should you have any questions regarding this request or require clarification, please do not hesitate to contact me on my cell phone at 313-820-2239.

Sincerely,



Afan Bapacker  
Attorney at Law

**CITY OF MELVINDALE, MICHIGAN**  
**Freedom of Information Act:**  
**APPLICATION FOR COPIES OF PUBLIC RECORDS**  
*PHONE: (313) 429-1040* *FAX: (313) 383-3993*

A copy of the City of Melvindale's FOIA Procedures and Guidelines and Written Public Summary can be found at [www.melvindale.org](http://www.melvindale.org)

**Item(s) Requested:** Please describe with specificity the document(s) you are requesting. If you are not sufficiently specific, we may not be able to identify the document(s) you request which may delay our response to your request:     All records relating to permit applications for 19125 Dix Road, Melvindale, MI 48122, including all written applications, denials/approvals, letters, all other written communications, zoning permit applications, emails exchanged between all city officials, police reports, minutes or recordings of any City Counsel or any other city meetings relating to the application, or any other documentation submitted for 19125 Dix Road, Melvindale, MI 48122 from January 1, 2020 to March 31, 2025.

\*\*\*\*\*NOT\*\*\*\*\* Please submit requests for records pertaining to the Melvindale Fire Station with the City of Dearborn on their Request for Public Records form which can be found under "online services" on their website at: [www.cityofdearborn.org](http://www.cityofdearborn.org)

Number of copies:     1    

Instructions: (Circle One)     CALL when ready     MAIL the information (extra fee)  
    OTHER    

I understand the City of Melvindale may take 10 additional business days, if necessary, to fill my request. If it is determined that some or all of the materials which I have requested may not be disclosed, I will receive a reason for denial and explanation of my right to appeal. I also understand that I may be charged with costs associated with this request, unless I provide documentation showing that I am receiving public assistance or other facts showing inability to pay due to indigence. I understand I am required to pay the amount due before receiving the information.

  
\_\_\_\_\_  
*Signature of Applicant*  
    Afan Bapacker      
*Print Name*

    4-16-2025      
*Date*

    1 Parklane Blvd, STE 729E, Dearborn, MI 48126      
*Address (Street, City, State, and Zip Code)*

    Cell: 313-820-2239      
*(Area Code) Phone Number*

\*\*\*\*\*

*Department use only*

DATE/TIME RECEIVED \_\_\_\_\_

TOTAL COST CALCULATIONS \$ \_\_\_\_\_  
*(From Attachment A)*

**FOR CITY USE**

**(Attachment A)**

**COST CALCULATIONS**

1. **Labor Costs- Search, Location and Examination Of Records** \$ \_\_\_\_\_ per hour/4=\$ \_\_\_\_\_ 15 min increments X \$ \_\_\_\_\_ = \$ \_\_\_\_\_  
*(Hourly wage divided by 4 to determine charge per 15 min increments) (Number of 15 min rounded down)*

2. **Employee Labor Costs- Redaction** \$ \_\_\_\_\_ per hour/4=\$ \_\_\_\_\_ 15 min increments X \$ \_\_\_\_\_ = \$ \_\_\_\_\_

3. **Non-Paper Physical Media:** Flash Drives \$ \_\_\_\_\_ X number used \_\_\_\_\_ = \$ \_\_\_\_\_  
*(Actual and most reasonably Economical cost of the following)* Computer Discs \$ \_\_\_\_\_ X number used \_\_\_\_\_ = \$ \_\_\_\_\_  
 Other Media \$ \_\_\_\_\_ X number used \_\_\_\_\_ = \$ \_\_\_\_\_ **Total Media = \$ \_\_\_\_\_**

4. **Paper Copies:** Letter paper (8 1/2" x 11") Number of sheets \_\_\_\_\_ x \$ \_\_\_\_\_ = \$ \_\_\_\_\_  
*(Not including labor)* Legal paper (8 1/2" x 14") Number of sheets \_\_\_\_\_ x \$ \_\_\_\_\_ = \$ \_\_\_\_\_  
 Other Paper: \_\_\_\_\_ Number of sheets \_\_\_\_\_ x \$ \_\_\_\_\_ = \$ \_\_\_\_\_  
**Total Copies Cost = \$ \_\_\_\_\_**

5. **Duplication Copying, And transferring records to Non-paper physical media** \$ \_\_\_\_\_ per hour/4=\$ \_\_\_\_\_ 15 min increments X \$ \_\_\_\_\_ = \$ \_\_\_\_\_

**SUBTOTAL** = \$ \_\_\_\_\_  
*(Before mailing)*

6. **Mailing (optional)** Cost of Mailing \$ \_\_\_\_\_  
*(Actual cost of mailing records In a reasonable and economical Manner)* Cost of expedited shipping or insurance only if specially stipulated by the requestor: \$ \_\_\_\_\_ **Total mailing = \$ \_\_\_\_\_**

**SUBTOTAL** \$ \_\_\_\_\_  
*(Includes mailing)*

**Waivers and Reductions** Subtract any Fee Waiver or Reduction: \_\_\_\_\_  
 (\$20.00 for indigency or nonprofit organization as further described in Melvindale FOIA Procedures and Guidelines.)

Reduction amount due to any late response by The City of Melvindale  
 5% of fee x \_\_\_\_\_ days late = \_\_\_\_\_ % reduction  
 (maximum reduction is 50%) - \$ \_\_\_\_\_

**Deposit** Subtract any good-faith deposit received: - \$ \_\_\_\_\_

**Total Reductions** - \$ \_\_\_\_\_

**Send total amount due to:** City of Melvindale  
 City Clerk's Office  
 3100 Oakwood Blvd, Melvindale, MI 48122

**TOTAL DUE** \$ \_\_\_\_\_

**ABDULWAHAB ELSHAMI, et al**

**vs.**

**CITY OF MELVINDALE, et al.**

**COMPLAINT EXHIBIT 10**

**LEASE AGREEMENT**

**THIS LEASE AGREEMENT** (hereinafter referred to as "Lease"), is dated on April 18, 2025 by and between **Abdulwahab Elshami**, whose mailing address is [REDACTED] Dearborn, MI 48120 (the "Landlord") and, **LLC to be formed by Dhaifallah Ali Alowmari**, whose address is [REDACTED] Dearborn, MI 48120 ("Tenant").

1. **Lease of Premises.** Subject to the terms and conditions of this Lease, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the premises situated in the City of Detroit, County of Wayne, State of Michigan, commonly known as 18809 DIX RD, MELVINDALE, MI 48122. (the "Property").

2. **Term.** There shall be one term under this lease with the initial term being Five Years beginning on the May 1, 2025 and shall expire at midnight on April 30, 2030 (the "Term"). After commencement of the term, Tenant will take all reasonable measures to transfer all licenses, permits, and any other trade related matters into his name for operation of the business.

3. **Use.** Tenant shall use and occupy the Property for the primary purpose of conducting business of an auto repair shop. If it is found Tenant is using any or part of the premises for any illegal venture, Tenant shall be evicted immediately and shall be personally liable for any and all damages caused as a result of Tenant's actions.

4. **Rent.** Tenant agrees to pay the Landlord, as rental for the Property during the Term, Gross Base Rent and Additional Rent as follows:

- (a) **Gross Base Rent.** Tenant agrees to pay to Landlord as Base Rent payable at a monthly rate as follows:
  - a. \$ 3,000.00 monthly starting May 1, 2025.

Said rent shall be paid no later than the fifth day of every month beginning May 1, 2025. Any rent paid after the 5<sup>th</sup> of any month shall be assessed a \$ 20.00 a day late fee.

- (b) **Additional Rent; Obligation to Pay.**

- (i) All money and charges payable by Tenant pursuant to the terms of this Lease, other than Base Rent, are hereby designated "Additional Rent" to be paid in consideration of the demise represented by this Lease. Where no due date is set forth, such charges shall be due upon demand.

- (ii) Tenant's obligation to pay Base Rent and Additional Rent shall survive any termination or expiration of this Lease.

- (c) **Late payment on Past Due Obligations.** Any amount due from Tenant to Landlord under this Lease which is not paid within five (5) days of its due date shall be deemed late and a material breach under the terms of this agreement and Landlord may initiate eviction proceedings.

- (d) **Place of Rental Payments.** All payments due from Tenant under this Lease shall be paid by check, mailed or delivered to Landlord at his principal place of business, or to such other person or persons or such other addresses as may be designated in writing by Landlord.

5. **Title.** Except as provided herein, this is a Lease Agreement only. Nothing herein shall be construed as conveying to Tenant any right, title or interest in or to the Property leased hereunder except the express interest hereunder of Tenant as a Tenant. Tenant shall at its sole expense protect and defend Landlord's title to the Property from and against all persons claiming against or through Tenant, at all times keep the Property free from any and all liens, encumbrances, burdens, charges or legal process of any and every type whatsoever, give Landlord immediate written notice of any of the above and indemnify, protect and save Landlord harmless from any loss, cost or expense, including attorney's fees, caused thereby with respect to any of the above.

6. **Occupancy/Inspection.** Tenant represents that it has thoroughly inspected the Property and is satisfied with the condition of the Property and that the Property is suitable for Tenant's purposes. As to Landlord, Tenant leases the property "as is". Tenant acknowledges that Landlord is not a dealer in property of any kind, and that the Property subject to this Lease was selected solely by Tenant.

7. **Taxes and Licenses.** Landlord shall be responsible for all real property taxes and Tenant shall be responsible for and shall pay, before delinquency, all personal property taxes levied, assessed or unpaid on any leasehold interest, any right of occupancy, any investment of Tenant in the Leased Premises, or any personal property of any kind owned, installed or used by Tenant, including Tenant's leasehold improvements or on Tenant's right to occupy the Leased Premises.

8. **Utilities/Internet.** Tenant will pay One Hundred (100%) percent of all utility charges made, including but not limited to, gas, water, heat, garbage removal, and electricity during the Term hereof as the same shall become due.

9. **Insurance.**

(a) Tenant shall be responsible for liability insurance. Indeed, Tenant agrees to indemnify and hold harmless the Landlord from any liability for damages to any person or property in, on, or about any portion of the Property from any cause whatsoever; and the Tenant will procure, and keep in effect during the Term hereof, public liability including bodily injury, property damage and personal injury, insurance liability for the benefit of the Landlord in the sum of at least One Million Dollars and No/100 Dollars (\$1,000,000.00) combined single limit from any one occurrence. Tenant shall deliver such policies to Landlord and upon Tenant's failure so to do, Landlord may, at its option, obtain such insurance and the cost thereof, plus interest as provided herein, shall be paid as Additional Rent due and payable upon the next ensuing rent day. All insurance shall be procured from a responsible insurance company or companies satisfactory to Landlord and authorized to do business in the state where the Property is located and may be obtained by Tenant by endorsement on its blanket insurance policies, provided the insurance company or companies are satisfactory to Landlord. All such policies shall provide that the same may not be canceled or altered, except upon thirty (30) days prior written notice to Landlord.

(b) In case any action or proceeding shall be commenced against Landlord growing out of any such loss, cost, damage or expenses, Landlord may give written notice of the same to Tenant and thereafter Tenant shall assume and discharge all obligation to defend the same and save and keep Landlord harmless from all expenses (including reasonable attorneys' fees), costs, liabilities, judgments and executions in any manner growing out of, pertaining to, or connected therewith.

(c) Landlord agrees that it will at all times during the term of the Lease, at his own expense, keep the building insured, for the benefit of Landlord, for the full replacement cost thereof, plus debris removal expenses, against loss resulting from causes insurable under an "all risk" (ISO special cause of loss form at a minimum) policy of insurance, and such other coverage as may be deemed necessary by Landlord.

10. **Repairs and Maintenance.** Tenant shall be responsible for any and all replacement and repairs to building/fixtures. In addition, Tenant shall keep the Leased Premises, including the service areas and signs orderly, neat, safe and clean and free from rubbish and dirt at all times and shall store all trash and garbage within the Leased Premises and arrange for the regular pickup of such trash and garbage at Tenant's expense. In the event of any city violations or tickets issued on the premises as a result of the Tenant's failure to maintain the premises, Tenant shall fully reimburse Landlord for any costs or attorney fees Landlord pays out of pocket in order to remedy such violations on Tenant's or Landlord's behalf. Tenant shall not burn any trash or garbage at any time in or about the Leased Premises. In the event Tenant fails to keep the premises in the condition called for above, Landlord may enter upon the premises and have all rubbish, dirt, trash and garbage removed and Tenant agrees to pay all charges incurred by Landlord therefor. Said charges shall be paid to the Landlord by the Tenant as soon as a bill is presented to it and the Landlord shall have the same remedies as is provided herein in the event of Tenant's failure to pay said charges within seven (7) days after being billed therefor. Upon vacating the premises Tenant shall not remove any fixtures from the premises.

11. **Landlord's Payment or Cure of Default.** In the event Tenant fails to procure, maintain, or pay for said insurance or to pay any fees, personal property taxes, assessments, or charges and all penalties or interest assessed thereon, as required herein, or Tenant fails to maintain or repair the Property or make any other payment or otherwise defaults hereunder, Landlord at its option may obtain such insurance or pay such fees, taxes, assessments, or charges and any penalties or interest assessed thereon, or repair and maintain the Property or cure such default. In that event, Tenant shall reimburse Landlord for the cost thereof within thirty (30) days after written notice by Landlord that such cure has been perfected. In addition, Landlord shall be subrogated to the rights of Tenant with respect to any such action taken. In no event shall the Landlord be liable for the nature or sufficiency of insurance coverage for the benefit of Tenant or any third party.

12. **Alterations, Additions and Improvements.** Tenant may not, without the prior written consent of Landlord and at its sole expense, make such alterations, additions and improvements in and remodeling to the Property as may be reasonably necessary to its use thereof, provided that the alterations, additions, improvements and remodeling do not adversely affect the structural soundness of the building, are done in a good and workmanlike manner and do not interfere with the normal operation of the Property. If allowed by Landlord, any such alterations, additions and improvements shall be done in accordance with applicable laws, ordinances and regulations. Tenant hereby expressly assumes all responsibility for all damages and injuries which may result by any reason of, or resulting from, any such alterations, additions or improvements made by it, and shall hold Landlord harmless with respect thereto. All such alterations, additions and improvements shall be the property of Landlord.

13. **Covenant Regarding Liens.** Tenant shall not encumber the title of Landlord in and to the Property for the purpose of effectuating the repair and maintenance of the Property or for the purpose of Tenant's making alterations, additions and improvements as hereinbefore provided. Any

claim to a lien upon the Property arising from any act or omission of Tenant shall be valid only against the Tenant and shall in all respects be subordinate to the title and rights of Landlord, and any person claiming through Landlord, in and to the Property.

14. **Quiet Enjoyment.** While the Tenant is in compliance with all laws and regulations related to the use, operation, possession and maintenance of the Property, Tenant shall be permitted to remain in full possession, quiet enjoyment and control of the Property and to manage and use the same without interference or hindrance by Landlord, provided that the possession, enjoyment and use of the Property shall at all times be subject to the observance and performance of the terms of this Lease.

15. **Landlord's Inspection.** Landlord shall, at any time during normal business hours, have the right to enter the Property for the purpose of inspecting the Property to assure compliance by Tenant with its obligations under this Lease, provided that in making such inspection Landlord shall avoid unreasonable interference with Tenant's business in connection with any such entry and shall give reasonable prior notice.

16. **Loss and Damage.** On and after the execution of this Lease, Tenant assumes and shall bear the entire risk of loss, damage or destruction to all or any part of the Property for any cause whatsoever (hereinafter referred to as "Loss or Damage"), whether or not such Loss or Damage is covered by insurance. No such Loss or Damage shall relieve Tenant of any of its obligations under this Lease. Tenant shall immediately notify Landlord of any accident or event of Loss or Damage involving the Property. In the event of Loss or Damage to all or any part of the Property, Tenant shall promptly repair or restore, at Tenant's expense, the Property with respect to which Loss or Damage has occurred to as good a condition as if no Loss or Damage had occurred.

17. **Default.** Tenant shall be deemed in Default if it violates any of the terms stated here in or if it fails to pay rent for more than thirty (30) days.

18. **Surrender.** Upon the expiration or earlier termination of this Lease with respect to the Property or if Landlord is entitled to possession of the Property for any reason, Tenant at its sole cost and expense shall return the Property to Landlord in good repair and condition, ordinary wear and tear excepted.

19. **Representations and Warranties.** Tenant represents and warrants on the date hereof that: (a) it has the full power, authority and legal right to enter into and perform the Lease; and the execution, delivery and performance of the Lease have been duly authorized by all necessary action on the part of Tenant, will not require any approval or consent of any holders of any indebtedness or obligations of Tenant or such approval or consent has been obtained and will not contravene any law, regulation or order binding on such party or its articles of incorporation or bylaws or contravene the provisions of or constitute a default under or result in the creation of any lien or encumbrance upon the property of Tenant under any indenture, mortgage, contract or other agreement to which such party is a party or by which it may be bound or affected; (b) all consents and approvals of, the giving of notice to, registration with and the taking of any other action in respect of any federal, state, local or foreign governmental authority or agency necessary to permit the transactions contemplated by this Lease have been obtained or done as the case may be; (c) this Lease constitutes the legal, valid and binding obligations of Tenant enforceable in accordance with the terms hereof; and (d) there are no pending or threatened actions or proceedings before any court or administrative agency which

could, if adversely determined, materially affect the condition, business or operations of Tenant or its ability to perform its obligations under this Lease.

20. **Indemnity.** Tenant hereby assumes liability for, and hereby agrees to indemnify, protect, save and keep harmless Landlord and its agents, servants and assignees from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, expenses and disbursements, including legal expenses, of whatsoever kind and nature, imposed on, incurred by or asserted against Landlord in any way related to or arising out of the occurrence of any Event of Default (as hereinafter defined) hereunder. Both Landlord and Tenant agree to give the other party prompt notice of any claim or liability which may give rise to indemnification under this paragraph. This paragraph shall remain in effect notwithstanding the expiration or other termination of this Lease insofar as it relates to an event which occurred prior to such expiration or termination.

21. **Right To Enter.** In the event of any failure of Tenant to pay any rental or other charges due hereunder when due, or any failure to perform any other of the terms, conditions or covenants of this Lease to be observed or performed by Tenant for more than seven (7) days after written notice of such default shall have been mailed to Tenant, or if Tenant shall abandon said premises, or permit this Lease to be taken under any writ of execution, then the Landlord, besides other rights or remedies it may have, shall have the right to declare this Lease terminated and the term ended and/or shall have the immediate right of re-entry and may remove all persons and property from the Leased Premises and such property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of Tenant, without evidence of notice or resort to legal process and without being deemed guilty of trespass, or becoming liable for any loss or damage which may be occasioned thereby. Notwithstanding anything contained herein to the contrary, any Default by Tenant which occurs two (2) or more times in any continuous twelve (12) month period shall constitute a separate and independent Event of Default of Tenant herein and shall entitle Landlord to exercise any of its rights granted herein or permitted by law or equity without regard to any subsequent cure by Tenant.

22. **Right to Relet.** Should Landlord elect to re-enter, as herein provided, or should it take possession pursuant to legal proceedings or pursuant to any notice provided by law, it may either terminate this Lease or it may, from time to time, without terminating this Lease, make such alterations and repairs as may be necessary in order to relet the premises, and relet said premises or any part thereof for such term or terms (which may be for a term extending beyond the term of this Lease) and at such rental or rentals and upon such other terms and conditions as Landlord in its sole discretion may deem advisable. Upon each such reletting all rentals and other sums received by Landlord from such reletting shall be applied, first, to the payment of any indebtedness other than rent due hereunder from Tenant to Landlord; second, to the payment of any costs and expenses of such reletting, including reasonable brokerage fees and attorney's fees and of costs of such alterations and repairs; third, to the payment of rent and other charges due and unpaid hereunder; and the residue, if any, shall be held by Landlord and applied in payment of future rent as the same may become due and payable hereunder. If such rentals and other sums received from such reletting during any month be less than that to be paid during that month by Tenant hereunder, Tenant shall pay such deficiency to Landlord. Such deficiency shall be calculated and paid monthly. No such re-entry or taking possession of said premises by Landlord shall be construed as an election on its part to terminate this Lease unless a written notice of such intention to be given to Tenant or unless the termination thereof be decreed by a Court of competent jurisdiction. Notwithstanding any such reletting without termination, Landlord may at any time hereafter elect to terminate this Lease for such previous breach. Should Landlord at any time terminate this Lease for

any breach, in addition to any other remedies it may have, it may recover from Tenant all damages it may incur by reasons of such breach, including the cost of recovering the Leased Premises, reasonable attorney's fees, and including the worth at the time of such termination of the excess, if any, of the amount of rent and charges equivalent to rent reserved in this Lease for the remainder of the stated term over the then reasonable rental value of the Leased Premises for the remainder of the stated term, all of which amounts shall be immediately due and payable from Tenant to Landlord. In determining the rent which would be payable by Tenant hereunder, subsequent to default, the annual rent for each year of the unexpired term shall be equal to the average annual minimum rent paid by Tenant from the commencement of the term to the time of default, or during the preceding three full calendar years, whichever period is shorter.

23. **Legal Expenses.** In case suit shall be brought for recovery of possession of the Leased Premises, for the recovery of rent or any other amount due under the provisions of this Lease, or because of the breach of any other covenant herein contained on the part of Tenant to be kept or performed, Tenant shall pay to Landlord all expenses incurred thereof, including actual attorney's fees incurred by Landlord. If, in addition to the foregoing, matters arise under the tenancy created hereunder in which Landlord secures the services of counsel excluding, however, services that may be rendered leading to the execution of the Lease, Tenant shall pay to Landlord the legal fees actually incurred by Landlord.

24. **Waiver of Jury or counterclaim.** The parties hereto shall and they hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, Tenant's use or occupancy of the leased premises, and/or any claim of injury or damage. In the event Landlord commences any proceedings for non-payment of minimum rent or other monetary obligations under this Lease, Tenant will not interpose any counterclaim of whatever nature or description in any such proceedings. This shall not, however, be construed as a waiver of Tenant's right to assert such claims in any separate action or actions brought by the Tenant.

25. **Assignment and Subletting.** Tenant may assign this lease to an entity formed by Tenant after lease execution that is solely owned by Dhaifallah Ali Alowmari. In all other respects, Tenant agrees not to assign or in any manner transfer this Lease or any estate or interest therein, and not to lease or sublet the Property or any part or parts thereof or any right or privilege appurtenant thereto, and not to allow anyone to conduct business at, upon or from, the Property (whether as concessionaire, franchisee, licensee, sub-Tenant or otherwise), either by voluntary or involuntary act of Tenant or by operation of law or otherwise without the express written consent of Landlord. This foregoing prohibition on assignment or subletting of the like is expressly agreed to by Tenant as an inducement to Landlord to lease the Property to Tenant. In the event Tenant desires to sublet all or a portion of the Property or to assign this Lease, Tenant shall give notice to Landlord setting forth the terms of the proposed subletting or assignment. Landlord shall have the right, exercisable by written notice to Tenant within twenty (20) days after receipt of Tenant's notice, to either consent or refuse to consent thereto. If Landlord fails to respond to the notice of Tenant with respect to the proposed subletting or assignment, Landlord shall be deemed to have refused to consent thereto. Notwithstanding any Consent of Landlord to assign this Lease Agreement, Tenant and its Guarantor shall remain fully liable to the Lease Agreement and Guaranty.

26. **Survival.** Tenant's representations, warranties and covenants hereunder shall survive the delivery and the surrender of the Property. Whenever any of the parties hereto is referred to, such

reference shall be deemed to include successors and assigns of such parties, and all the covenants, promises, representations, warranties and agreements in this Lease contained by or on behalf of such parties shall bind and inure to the benefit of the respective successors and assigns of such parties.

27. **Bankruptcy or Insolvency.** In the event that Tenant shall become a Debtor under Chapter 7 of the Bankruptcy Code, and the Trustee or Tenant shall elect to assume this Lease for the purpose of assigning the same or otherwise, such election and assignment may only be made if all of the terms and conditions to Section 3, 4 and 6 hereof are satisfied. If such Trustee shall fail to elect to assume this Lease within sixty (60) days after the filing of the Petition, this Lease shall be deemed to have been rejected. Landlord shall be thereupon immediately entitled to possession of the Leased Premises without further obligation to Tenant or Trustee, and this Lease shall be cancelled, but Landlord's right to be compensated for damages in such liquidation proceeding shall survive.

27.1 CONDITIONS TO THE ASSUMPTION OF THE LEASE IN BANKRUPTCY PROCEEDINGS.

A. In the event that a Petition for reorganization or adjustment of debts is filed concerning Tenant under Chapter 11 or 13 of the Bankruptcy Code, or a proceeding is filed under Chapter 7 under the Bankruptcy Code and is transferred to Chapter 11 or 13, the Trustee or the Tenant, as Debtor-In-Possession, must elect to assume the Lease within sixty (60) days from the date of the filing of the Petition under Chapter 11 or 13 or the date of the transfer of a Chapter 7 proceeding to a Chapter 11 or 13 proceeding. Notwithstanding the foregoing, it is expressly understood and agreed that no election to assume under the foregoing provisions of this paragraph shall be effective unless each of the following conditions (which Landlord and Tenant acknowledge are commercial reasonable in the context of a bankruptcy proceeding of Tenant) have been satisfied and Landlord has acknowledged in writing:

1. The Trustee or the Debtor-In-Possession has cured, or has provided Landlord adequate assurance (as defined below) that:

(a) Within 10 days from the date of such assumption, the Trustee will cure all monetary defaults under this Lease; and

(b) Within 30 days from the date of such assumption, the Trustee will cure all non-monetary defaults under this Lease.

2. The Trustee or the Debtor-In-Possession has compensated, or has provided to Landlord adequate assurance (as defined below) that within 10 days from the date of assumption, Landlord will be compensated for any pecuniary loss incurred by Landlord arising from the default of the Tenant, the Trustee, or the Debtor-In-Possession as recited in Landlord's written statement of pecuniary loss sent to the Trustee or Debtor-In-Possession.

3. The Trustee or Debtor-In-Possession has compensated, or has provided to Landlord adequate assurance of the future performance of each of Tenant's, Trustee's, or Debtor-In-Possession's obligations under the Lease, provided, however, that:

(a) The Trustee or Debtor-In-Possession shall also deposit with Landlord, as security for the timely payment of rent, an amount equal to 1 ½ months' rent and other monetary charges accruing under this Lease; and

(b) If not otherwise required by the terms of this Lease, Trustee or Debtor-In-Possession shall also pay in advance, on the date minimum rent is payable 1/12th of Tenant's annual obligations under this Lease for maintenance, real estate taxes, insurance and similar charges.

(c) From and after the date of the assumption of this Lease, Trustee or Debtor-In-Possession shall pay as minimum rent an amount equal to the sum of the minimum rental otherwise payable hereunder, plus the highest amount of the annual percentage rent paid by Tenant to Landlord within the 5 year period prior to the date of Tenant's Petition under the Bankruptcy Code, which amount shall be payable in advance in equal monthly installments on the date minimum rent is payable.

(d) The obligations imposed upon the Trustees or Debtor-In-Possession shall continue with respect to Tenant or any assignee of the Lease after the completion of bankruptcy proceedings.

4. The assumption of the Lease will not breach any provision in any other lease, mortgage, financing agreement or other agreement by which Landlord is bound relating to the Leased Premises; or

A. For purposes of this section, Landlord and Tenant acknowledge that, in the context of a bankruptcy proceeding of Tenant, at a minimum "adequate assurance" shall mean:

1. The Trustee or the Debtor-In-Possession has and will continue to have sufficient unencumbered assets after the payment of all secured obligations and administrative expenses to assure Landlord that the Trustee or Debtor-In-Possession will have sufficient funds to fulfill the obligations of Tenant under this Lease, and to keep the Leased Premises stocked with merchandise and properly staffed with sufficient employees to conduct a fully-operational, actively promoted business on the Leased Premises; and

2. The Bankruptcy Court shall have entered an Order segregating sufficient cash payable to Landlord and/or the Trustee or Debtor-In-Possession shall have granted a valid and perfected first lien and security interest and/or mortgage in property of Tenant. Trustee or Debtor-In-Possession, shall furnish property or security acceptable as to value and kind to Landlord, to secure to Landlord the obligation of the Trustee or Debtor-In-Possession to cure the monetary and/or non-monetary defaults under this Lease within the time periods set forth above.

27.2 LANDLORD'S OPTION TO TERMINATE UPON SUBSEQUENT BANKRUPTCY PROCEEDINGS OF TENANT.

In the event that this Lease is assumed by a Trustee appointed for Tenant or by Tenant as Debtor-In-Possession under the provisions of Section 16.02 hereof and thereafter Tenant is liquidated or files a subsequent Petition for reorganization or adjustment of debts under Chapters 11 or 13 of the Bankruptcy Code, then, and in either of such events, Landlord may, at its option, terminate this Lease and all rights of Tenant hereunder, by giving Tenant written notice of its election to so terminate, by no later than 30 days after the occurrence of either of such events.

27.3 CONDITIONS TO THE ASSIGNMENT OF THE LEASE IN BANKRUPTCY PROCEEDINGS.

If the Trustee or Debtor-In-Possession has assumed the Lease pursuant to the terms and provisions herein, for the purposes of assigning (or elects to assign) the Tenant's interest under this Lease or the estate created thereby, to any other person, such interest or estate may be so assigned only if Landlord shall acknowledge in writing that the intended assignee has provided adequate assurance of future performance of all of the terms, covenants and conditions of this Lease to be performed by Tenant. For purposes of this section, Landlord and Tenant acknowledge that, in the context of a bankruptcy proceeding of Tenant, at a minimum "adequate assurance of future performance" shall mean that each of the following conditions have been satisfied, and Landlord has so acknowledged in writing:

A. The assignee has submitted a current financial statement audited by a Certified Public Accountant which shows a net worth and working capital in amounts determined to be sufficient by Landlord to assure the future performance by such assignee of the Tenant's obligations under this Lease;

B. The assignee, if requested by Landlord, shall have obtained guarantees in form and substance satisfactory to Landlord from one or more persons who satisfy Landlord's standard of creditworthiness;

C. The Landlord has obtained all consents or waivers from any third party required under any lease, mortgage, financing arrangement or other agreement by which Landlord is bound to permit Landlord to consent to such assignment.

27.3 USE AND OCCUPANCY CHARGES.

When, pursuant to the Bankruptcy Code, the Trustee or Debtor-In-Possession shall be obligated to pay reasonable use and occupancy charges for the use of the Leased Premises or any portion thereof, such charges shall not be less than the minimum rent as defined in this Lease and other monetary obligations of Tenant for the payment of maintenance, real estate taxes, insurance and similar charges.

28. **Signs.** All signs and advertising displayed in and about the Property shall be such as is customarily used in the business of Tenant and in compliance with local ordinances. Tenant shall maintain such signs during the Term of this Lease and at the end of the Term shall remove the same at its own cost and expense.

29. **Miscellaneous.**

29.1 **Notices.** All notices and demands relating hereto shall be in writing and mailed, postage prepaid, by certified or registered mail, or by a nationally recognized courier service, to Landlord or Tenant at their respective addresses or at any other address designated by notice sent in accordance herewith. All notices shall be deemed received when properly mailed.

29.2 **Binding Effect.** This Lease shall be binding upon the parties and their permitted successors, legal representatives and assigns.

29.3 Headings. The captions in this Lease are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.

29.4 Gender. All use of pronouns herein shall be deemed to include the masculine, feminine or neuter gender, and all references to the singular shall include the plural and vice versa, unless the context otherwise requires.

29.5 Original Lease. Only one copy of this Lease is the original hereof and is marked "original," and all other counter-parts to this Lease, whether or not signed, shall be deemed duplicates and not originals for purposes of perfecting any interest herein by possession of the original of this Lease.

29.6 Governing Law. This Agreement shall be deemed to have been made under, and shall be governed by, the laws of the State of Michigan in all respects, including matters of construction, validity and performance. Landlord and Tenant agree that any dispute which may arise between them with regard to all or any portion of this Lease shall be resolved either (a) by arbitration in the State of Michigan in accordance with the rules and practices of the American Arbitration Association in which event it is agreed that a judgment on the award may be entered by any court of competent jurisdiction, or (b) in any state or federal court in the State of Michigan, Tenant hereby knowingly and irrevocably waives any objections on the grounds of improper jurisdiction or venue to an action in the State of Michigan and agrees that effective service of process may be made upon Tenant by mail under the notice provisions of Paragraph 31.1 above.

29.7 Entire Agreement. This Lease contains the entire understanding among the parties and supersedes all prior written agreements and oral understandings between them regarding the subject matter of this Lease. There are no representations, agreements, arrangements or understandings, oral or written, between or among the parties to this Lease that are not fully expressed in this Lease.

29.8 Severability. This Lease is intended to be performed in accordance with, and only to the extent permitted by, all applicable law, ordinances, rules and regulations. If any provision of this Lease or its application to any person or circumstance is, for any reason and to any extent, invalid or unenforceable, the remainder of this Lease and the application of the provision to other persons or circumstances shall not be affected by it, but rather shall be enforced to the greatest extent permitted by law.

29.9 Amendment. This Lease may be amended in any manner by an agreement, in writing, signed by all the parties hereto or by their respective successors and assigns, heirs, executors, administrators and personal representatives.

29.10 Effect of Waiver. No delay or omission to exercise any right or remedy accruing to the Landlord upon any breach or default of this Lease by the Tenant will impair any such right or remedy or be construed to be a waiver of any such breach or default, nor will a waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. Any waiver, consent or approval on the part of the Landlord of any breach or default under this Lease, or of any provision or condition hereof, must be in writing and will be effective only to the extent specifically set forth in such writing.

29.11 Construction. Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto.

30. Rules and Regulations. Tenant agrees to comply with and observe all rules and regulations established by Landlord from time to time, provided the same shall apply uniformly to all tenants of the Leased Premises. Tenant's failure to keep and observe said rules and regulations shall constitute a breach of the terms of this Lease in the manner as if the same were contained herein as covenants.

31. Holding Over. It is hereby agreed that in the event of Tenant holding over after the termination of this Lease, thereafter the tenancy shall be from month to month in the absence of a written agreement to the contrary, and Tenant shall pay to Landlord a daily rental amount of \$ 500.00 per day.

32. **SECURITY DEPOSIT**. Landlord acknowledges that it has received from Tenant the Security Deposit in the amount of \$ 1,000.00, as security for the payment of Rent and the performance by Tenant of the terms of this Lease. In the event of any default, the Security Deposit shall be retained by Landlord and may be applied toward damages arising from such default and shall not be construed as liquidated damages. Upon yielding the Premises to Landlord at the expiration of this Lease in the condition required pursuant to Section 18 of this Lease, and provided no default has occurred, the remaining balance of the Security Deposit shall be returned to Tenant in accordance with Governing Law. In the event this Lease is terminated at some time other than at the expiration of the Term, including by virtue of any filing pursuant to Section 4 of the Lease, the Security Deposit will be retained by Landlord. No interest shall be payable on the Security Deposit. It is understood that Landlord shall always have the right to apply said Security Deposit, or any portion thereof, to the curing of any default that may exist. Should Landlord convey its interest under this Lease, the Security Deposit, or the part or portion thereof not previously applied, shall be turned over to Landlord's grantees or assignees; and Tenant hereby releases Landlord from any liability with respect to the Security Deposit and Tenant agrees to look solely to such grantee or assignee; this provision shall also apply to subsequent grantees or assignees. Tenant shall, at the commencement of this Lease, upon renewal of this Lease, and at any time requested by Landlord, provide to Landlord Tenant's financial statement, including a statement and proof of Tenant's financial assets, as well as authority to obtain Tenant's credit score or other information deemed relevant to Tenant's creditworthiness or ability to pay its debts. In the event of a material deterioration of Tenant's creditworthiness during the Term of this Lease, or Tenant's failure to pay Rent when due more than three (3) times during the Term of this Lease, Landlord may increase the Security Deposit or require an additional guarantor or other security for Tenant's performance under the Lease. Tenant agrees it will not assign, pledge, mortgage, or otherwise hypothecate its interest in the Security Deposit. It is agreed that the Security Deposit is not made in payment of Rent but is paid solely as security by Tenant for the performance of the terms of this Lease. Should the entire Security Deposit, or any portion thereof, be appropriated and applied by Landlord for any purpose permitted pursuant to this Section, then Tenant shall, upon written demand by Landlord, remit to Landlord a sufficient amount in cash to restore said Security Deposit to the original sum deposited, within ten (10) days of written request.

By executing this agreement, the Dhaifallah Ali Alowmari hereby personally guarantees any and all amounts of rent hereby due and payable to Landlord. The parties specifically agree that the undersigned LLC to be formed by Dhaifallah Ali Alowmari, A Michigan Limited Liability Company and Dhaifallah Ali Alowmari will both be held liable, jointly and severally, for any and all obligations under the terms of this lease agreement. In the event of default Landlord may seek to pursue either LLC to be formed by Dhaifallah Ali Alowmari or Dhaifallah Ali Alowmari, or both.

IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease to be executed as of the date first above written.

"LANDLORD"



**Abdulwahab Elshami**

"TENANT"



**LLC to be formed by Dhaifallah Ali Alowmari**  
Its: Sole Member



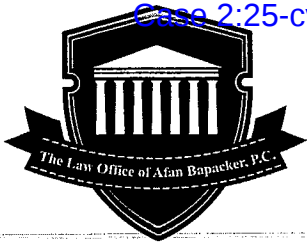
**Dhaifallah Ali Alowmari, Individually**

**ABDULWAHAB ELSHAMI, et al**  
**vs.**  
**CITY OF MELVINDALE, et al.**

**COMPLAINT EXHIBIT 11**

# THE LAW OFFICE OF AFAN BAPACKER, P.C.

1 Parklane Blvd., Ste. 729 East, Dearborn, MI 48126



April 18, 2025

Building Department  
City of Melvindale  
3100 Oakwood Blvd.  
Melvindale, MI 48122

*Re: 18809 Dix Road, Melvindale, MI 48122 permit for occupancy*

Dear Building Department:

Please note that I represent the Landlord and Tenant outlined in the enclosed executed Lease Agreement dated April 18, 2025.

I reached out to your department by phone on April 9, 2025 and I was directed to call your city attorney Lawrence Coogan. I called Mr. Coogan and left him a voicemail that same day, he did call me back the next day and left a voicemail, but I am yet to speak with him as he was unavailable when I called back again. I have also sent him two emails regarding my client's application for an auto-related facility since April 9, 2025, he is yet to reply to either.

Your department and Mr. Coogan have verbally stated there is a moratorium on allowing new auto-related facilities. I was able to locate the council resolution 23-01-011. However, the City of Melvindale code of ordinances Sec 24-503 states that continued legal nonconforming use of a "structure" cannot be prohibited as you seek to do so in this instance. I have also been made aware that an "auto related facility" was allowed to open recently at 19125 Dix Road, Melvindale, MI 48122, seemingly in contravention of the moratorium. This is my client's previous tenant. I have sent a FOIA for records regarding that property.

As I have asked by email to your city attorney, if you seek to deny continued use of 18809 Dix Road, Melvindale, MI 48122 as an auto repair shop, please direct this denial to my office for review and please reference your authority for such denial.

Should you have any questions regarding this request or require clarification, please do not hesitate to contact me on my cell phone at 313-820-2239.

Sincerely,

Afan Bapacker  
Attorney at Law

CC: Lawrence Coogan, 4146 Oakwood Blvd, Melvindale, MI 48122

**LEASE AGREEMENT**

**THIS LEASE AGREEMENT** (hereinafter referred to as "Lease"), is dated on April 18, 2025 by and between **Abdulwahab Elshami**, whose mailing address is [REDACTED] Dearborn, MI 48120 (the "Landlord") and, **LLC to be formed by Dhaifallah Ali Alowmari**, whose address is [REDACTED] Dearborn, MI 48120 ("Tenant").

1. **Lease of Premises.** Subject to the terms and conditions of this Lease, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the premises situated in the City of Detroit, County of Wayne, State of Michigan, commonly known as 18809 DIX RD, MELVINDALE, MI 48122. (the "Property").

2. **Term.** There shall be one term under this lease with the initial term being Five Years beginning on the May 1, 2025 and shall expire at midnight on April 30, 2030 (the "Term"). After commencement of the term, Tenant will take all reasonable measures to transfer all licenses, permits, and any other trade related matters into his name for operation of the business.

3. **Use.** Tenant shall use and occupy the Property for the primary purpose of conducting business of an auto repair shop. If it is found Tenant is using any or part of the premises for any illegal venture, Tenant shall be evicted immediately and shall be personally liable for any and all damages caused as a result of Tenant's actions.

4. **Rent.** Tenant agrees to pay the Landlord, as rental for the Property during the Term, Gross Base Rent and Additional Rent as follows:

- (a) **Gross Base Rent.** Tenant agrees to pay to Landlord as Base Rent payable at a monthly rate as follows:
  - a. \$ 3,000.00 monthly starting May 1, 2025.

Said rent shall be paid no later than the fifth day of every month beginning May 1, 2025. Any rent paid after the 5<sup>th</sup> of any month shall be assessed a \$ 20.00 a day late fee.

- (b) **Additional Rent; Obligation to Pay.**

- (i) All money and charges payable by Tenant pursuant to the terms of this Lease, other than Base Rent, are hereby designated "Additional Rent" to be paid in consideration of the demise represented by this Lease. Where no due date is set forth, such charges shall be due upon demand.

- (ii) Tenant's obligation to pay Base Rent and Additional Rent shall survive any termination or expiration of this Lease.

- (c) **Late payment on Past Due Obligations.** Any amount due from Tenant to Landlord under this Lease which is not paid within five (5) days of its due date shall be deemed late and a material breach under the terms of this agreement and Landlord may initiate eviction proceedings.

- (d) **Place of Rental Payments.** All payments due from Tenant under this Lease shall be paid by check, mailed or delivered to Landlord at his principal place of business, or to such other person or persons or such other addresses as may be designated in writing by Landlord.

5. **Title.** Except as provided herein, this is a Lease Agreement only. Nothing herein shall be construed as conveying to Tenant any right, title or interest in or to the Property leased hereunder except the express interest hereunder of Tenant as a Tenant. Tenant shall at its sole expense protect and defend Landlord's title to the Property from and against all persons claiming against or through Tenant, at all times keep the Property free from any and all liens, encumbrances, burdens, charges or legal process of any and every type whatsoever, give Landlord immediate written notice of any of the above and indemnify, protect and save Landlord harmless from any loss, cost or expense, including attorney's fees, caused thereby with respect to any of the above.

6. **Occupancy/Inspection.** Tenant represents that it has thoroughly inspected the Property and is satisfied with the condition of the Property and that the Property is suitable for Tenant's purposes. As to Landlord, Tenant leases the property "as is". Tenant acknowledges that Landlord is not a dealer in property of any kind, and that the Property subject to this Lease was selected solely by Tenant.

7. **Taxes and Licenses.** Landlord shall be responsible for all real property taxes and Tenant shall be responsible for and shall pay, before delinquency, all personal property taxes levied, assessed or unpaid on any leasehold interest, any right of occupancy, any investment of Tenant in the Leased Premises, or any personal property of any kind owned, installed or used by Tenant, including Tenant's leasehold improvements or on Tenant's right to occupy the Leased Premises.

8. **Utilities/Internet.** Tenant will pay One Hundred (100%) percent of all utility charges made, including but not limited to, gas, water, heat, garbage removal, and electricity during the Term hereof as the same shall become due.

9. **Insurance.**

(a) Tenant shall be responsible for liability insurance. Indeed, Tenant agrees to indemnify and hold harmless the Landlord from any liability for damages to any person or property in, on, or about any portion of the Property from any cause whatsoever; and the Tenant will procure, and keep in effect during the Term hereof, public liability including bodily injury, property damage and personal injury, insurance liability for the benefit of the Landlord in the sum of at least One Million Dollars and No/100 Dollars (\$1,000,000.00) combined single limit from any one occurrence. Tenant shall deliver such policies to Landlord and upon Tenant's failure so to do, Landlord may, at its option, obtain such insurance and the cost thereof, plus interest as provided herein, shall be paid as Additional Rent due and payable upon the next ensuing rent day. All insurance shall be procured from a responsible insurance company or companies satisfactory to Landlord and authorized to do business in the state where the Property is located and may be obtained by Tenant by endorsement on its blanket insurance policies, provided the insurance company or companies are satisfactory to Landlord. All such policies shall provide that the same may not be canceled or altered, except upon thirty (30) days prior written notice to Landlord.

(b) In case any action or proceeding shall be commenced against Landlord growing out of any such loss, cost, damage or expenses, Landlord may give written notice of the same to Tenant and thereafter Tenant shall assume and discharge all obligation to defend the same and save and keep Landlord harmless from all expenses (including reasonable attorneys' fees), costs, liabilities, judgments and executions in any manner growing out of, pertaining to, or connected therewith.

(c) Landlord agrees that it will at all times during the term of the Lease, at his own expense, keep the building insured, for the benefit of Landlord, for the full replacement cost thereof, plus debris removal expenses, against loss resulting from causes insurable under an "all risk" (ISO special cause of loss form at a minimum) policy of insurance, and such other coverage as may be deemed necessary by Landlord.

10. **Repairs and Maintenance.** Tenant shall be responsible for any and all replacement and repairs to building/fixtures. In addition, Tenant shall keep the Leased Premises, including the service areas and signs orderly, neat, safe and clean and free from rubbish and dirt at all times and shall store all trash and garbage within the Leased Premises and arrange for the regular pickup of such trash and garbage at Tenant's expense. In the event of any city violations or tickets issued on the premises as a result of the Tenant's failure to maintain the premises, Tenant shall fully reimburse Landlord for any costs or attorney fees Landlord pays out of pocket in order to remedy such violations on Tenant's or Landlord's behalf. Tenant shall not burn any trash or garbage at any time in or about the Leased Premises. In the event Tenant fails to keep the premises in the condition called for above, Landlord may enter upon the premises and have all rubbish, dirt, trash and garbage removed and Tenant agrees to pay all charges incurred by Landlord therefor. Said charges shall be paid to the Landlord by the Tenant as soon as a bill is presented to it and the Landlord shall have the same remedies as is provided herein in the event of Tenant's failure to pay said charges within seven (7) days after being billed therefor. Upon vacating the premises Tenant shall not remove any fixtures from the premises.

11. **Landlord's Payment or Cure of Default.** In the event Tenant fails to procure, maintain, or pay for said insurance or to pay any fees, personal property taxes, assessments, or charges and all penalties or interest assessed thereon, as required herein, or Tenant fails to maintain or repair the Property or make any other payment or otherwise defaults hereunder, Landlord at its option may obtain such insurance or pay such fees, taxes, assessments, or charges and any penalties or interest assessed thereon, or repair and maintain the Property or cure such default. In that event, Tenant shall reimburse Landlord for the cost thereof within thirty (30) days after written notice by Landlord that such cure has been perfected. In addition, Landlord shall be subrogated to the rights of Tenant with respect to any such action taken. In no event shall the Landlord be liable for the nature or sufficiency of insurance coverage for the benefit of Tenant or any third party.

12. **Alterations, Additions and Improvements.** Tenant may not, without the prior written consent of Landlord and at its sole expense, make such alterations, additions and improvements in and remodeling to the Property as may be reasonably necessary to its use thereof, provided that the alterations, additions, improvements and remodeling do not adversely affect the structural soundness of the building, are done in a good and workmanlike manner and do not interfere with the normal operation of the Property. If allowed by Landlord, any such alterations, additions and improvements shall be done in accordance with applicable laws, ordinances and regulations. Tenant hereby expressly assumes all responsibility for all damages and injuries which may result by any reason of, or resulting from, any such alterations, additions or improvements made by it, and shall hold Landlord harmless with respect thereto. All such alterations, additions and improvements shall be the property of Landlord.

13. **Covenant Regarding Liens.** Tenant shall not encumber the title of Landlord in and to the Property for the purpose of effectuating the repair and maintenance of the Property or for the purpose of Tenant's making alterations, additions and improvements as hereinbefore provided. Any

claim to a lien upon the Property arising from any act or omission of Tenant shall be valid only against the Tenant and shall in all respects be subordinate to the title and rights of Landlord, and any person claiming through Landlord, in and to the Property.

14. **Quiet Enjoyment.** While the Tenant is in compliance with all laws and regulations related to the use, operation, possession and maintenance of the Property, Tenant shall be permitted to remain in full possession, quiet enjoyment and control of the Property and to manage and use the same without interference or hindrance by Landlord, provided that the possession, enjoyment and use of the Property shall at all times be subject to the observance and performance of the terms of this Lease.

15. **Landlord's Inspection.** Landlord shall, at any time during normal business hours, have the right to enter the Property for the purpose of inspecting the Property to assure compliance by Tenant with its obligations under this Lease, provided that in making such inspection Landlord shall avoid unreasonable interference with Tenant's business in connection with any such entry and shall give reasonable prior notice.

16. **Loss and Damage.** On and after the execution of this Lease, Tenant assumes and shall bear the entire risk of loss, damage or destruction to all or any part of the Property for any cause whatsoever (hereinafter referred to as "Loss or Damage"), whether or not such Loss or Damage is covered by insurance. No such Loss or Damage shall relieve Tenant of any of its obligations under this Lease. Tenant shall immediately notify Landlord of any accident or event of Loss or Damage involving the Property. In the event of Loss or Damage to all or any part of the Property, Tenant shall promptly repair or restore, at Tenant's expense, the Property with respect to which Loss or Damage has occurred to as good a condition as if no Loss or Damage had occurred.

17. **Default.** Tenant shall be deemed in Default if it violates any of the terms stated here in or if it fails to pay rent for more than thirty (30) days.

18. **Surrender.** Upon the expiration or earlier termination of this Lease with respect to the Property or if Landlord is entitled to possession of the Property for any reason, Tenant at its sole cost and expense shall return the Property to Landlord in good repair and condition, ordinary wear and tear excepted.

19. **Representations and Warranties.** Tenant represents and warrants on the date hereof that: (a) it has the full power, authority and legal right to enter into and perform the Lease; and the execution, delivery and performance of the Lease have been duly authorized by all necessary action on the part of Tenant, will not require any approval or consent of any holders of any indebtedness or obligations of Tenant or such approval or consent has been obtained and will not contravene any law, regulation or order binding on such party or its articles of incorporation or bylaws or contravene the provisions of or constitute a default under or result in the creation of any lien or encumbrance upon the property of Tenant under any indenture, mortgage, contract or other agreement to which such party is a party or by which it may be bound or affected; (b) all consents and approvals of, the giving of notice to, registration with and the taking of any other action in respect of any federal, state, local or foreign governmental authority or agency necessary to permit the transactions contemplated by this Lease have been obtained or done as the case may be; (c) this Lease constitutes the legal, valid and binding obligations of Tenant enforceable in accordance with the terms hereof; and (d) there are no pending or threatened actions or proceedings before any court or administrative agency which

could, if adversely determined, materially affect the condition, business or operations of Tenant or its ability to perform its obligations under this Lease.

20. **Indemnity.** Tenant hereby assumes liability for, and hereby agrees to indemnify, protect, save and keep harmless Landlord and its agents, servants and assignees from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, expenses and disbursements, including legal expenses, of whatsoever kind and nature, imposed on, incurred by or asserted against Landlord in any way related to or arising out of the occurrence of any Event of Default (as hereinafter defined) hereunder. Both Landlord and Tenant agree to give the other party prompt notice of any claim or liability which may give rise to indemnification under this paragraph. This paragraph shall remain in effect notwithstanding the expiration or other termination of this Lease insofar as it relates to an event which occurred prior to such expiration or termination.

21. **Right To Enter.** In the event of any failure of Tenant to pay any rental or other charges due hereunder when due, or any failure to perform any other of the terms, conditions or covenants of this Lease to be observed or performed by Tenant for more than seven (7) days after written notice of such default shall have been mailed to Tenant, or if Tenant shall abandon said premises, or permit this Lease to be taken under any writ of execution, then the Landlord, besides other rights or remedies it may have, shall have the right to declare this Lease terminated and the term ended and/or shall have the immediate right of re-entry and may remove all persons and property from the Leased Premises and such property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of Tenant, without evidence of notice or resort to legal process and without being deemed guilty of trespass, or becoming liable for any loss or damage which may be occasioned thereby. Notwithstanding anything contained herein to the contrary, any Default by Tenant which occurs two (2) or more times in any continuous twelve (12) month period shall constitute a separate and independent Event of Default of Tenant herein and shall entitle Landlord to exercise any of its rights granted herein or permitted by law or equity without regard to any subsequent cure by Tenant.

22. **Right to Relet.** Should Landlord elect to re-enter, as herein provided, or should it take possession pursuant to legal proceedings or pursuant to any notice provided by law, it may either terminate this Lease or it may, from time to time, without terminating this Lease, make such alterations and repairs as may be necessary in order to relet the premises, and relet said premises or any part thereof for such term or terms (which may be for a term extending beyond the term of this Lease) and at such rental or rentals and upon such other terms and conditions as Landlord in its sole discretion may deem advisable. Upon each such reletting all rentals and other sums received by Landlord from such reletting shall be applied, first, to the payment of any indebtedness other than rent due hereunder from Tenant to Landlord; second, to the payment of any costs and expenses of such reletting, including reasonable brokerage fees and attorney's fees and of costs of such alterations and repairs; third, to the payment of rent and other charges due and unpaid hereunder; and the residue, if any, shall be held by Landlord and applied in payment of future rent as the same may become due and payable hereunder. If such rentals and other sums received from such reletting during any month be less than that to be paid during that month by Tenant hereunder, Tenant shall pay such deficiency to Landlord. Such deficiency shall be calculated and paid monthly. No such re-entry or taking possession of said premises by Landlord shall be construed as an election on its part to terminate this Lease unless a written notice of such intention to be given to Tenant or unless the termination thereof be decreed by a Court of competent jurisdiction. Notwithstanding any such reletting without termination, Landlord may at any time hereafter elect to terminate this Lease for such previous breach. Should Landlord at any time terminate this Lease for

any breach, in addition to any other remedies it may have, it may recover from Tenant all damages it may incur by reasons of such breach, including the cost of recovering the Leased Premises, reasonable attorney's fees, and including the worth at the time of such termination of the excess, if any, of the amount of rent and charges equivalent to rent reserved in this Lease for the remainder of the stated term over the then reasonable rental value of the Leased Premises for the remainder of the stated term, all of which amounts shall be immediately due and payable from Tenant to Landlord. In determining the rent which would be payable by Tenant hereunder, subsequent to default, the annual rent for each year of the unexpired term shall be equal to the average annual minimum rent paid by Tenant from the commencement of the term to the time of default, or during the preceding three full calendar years, whichever period is shorter.

23. **Legal Expenses.** In case suit shall be brought for recovery of possession of the Leased Premises, for the recovery of rent or any other amount due under the provisions of this Lease, or because of the breach of any other covenant herein contained on the part of Tenant to be kept or performed, Tenant shall pay to Landlord all expenses incurred thereof, including actual attorney's fees incurred by Landlord. If, in addition to the foregoing, matters arise under the tenancy created hereunder in which Landlord secures the services of counsel excluding, however, services that may be rendered leading to the execution of the Lease, Tenant shall pay to Landlord the legal fees actually incurred by Landlord.

24. **Waiver of Jury or counterclaim.** The parties hereto shall and they hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, Tenant's use or occupancy of the leased premises, and/or any claim of injury or damage. In the event Landlord commences any proceedings for non-payment of minimum rent or other monetary obligations under this Lease, Tenant will not interpose any counterclaim of whatever nature or description in any such proceedings. This shall not, however, be construed as a waiver of Tenant's right to assert such claims in any separate action or actions brought by the Tenant.

25. **Assignment and Subletting.** Tenant may assign this lease to an entity formed by Tenant after lease execution that is solely owned by Dhaifallah Ali Alowmari. In all other respects, Tenant agrees not to assign or in any manner transfer this Lease or any estate or interest therein, and not to lease or sublet the Property or any part or parts thereof or any right or privilege appurtenant thereto, and not to allow anyone to conduct business at, upon or from, the Property (whether as concessionaire, franchisee, licensee, sub-Tenant or otherwise), either by voluntary or involuntary act of Tenant or by operation of law or otherwise without the express written consent of Landlord. This foregoing prohibition on assignment or subletting of the like is expressly agreed to by Tenant as an inducement to Landlord to lease the Property to Tenant. In the event Tenant desires to sublet all or a portion of the Property or to assign this Lease, Tenant shall give notice to Landlord setting forth the terms of the proposed subletting or assignment. Landlord shall have the right, exercisable by written notice to Tenant within twenty (20) days after receipt of Tenant's notice, to either consent or refuse to consent thereto. If Landlord fails to respond to the notice of Tenant with respect to the proposed subletting or assignment, Landlord shall be deemed to have refused to consent thereto. Notwithstanding any Consent of Landlord to assign this Lease Agreement, Tenant and its Guarantor shall remain fully liable to the Lease Agreement and Guaranty.

26. **Survival.** Tenant's representations, warranties and covenants hereunder shall survive the delivery and the surrender of the Property. Whenever any of the parties hereto is referred to, such

reference shall be deemed to include successors and assigns of such parties, and all the covenants, promises, representations, warranties and agreements in this Lease contained by or on behalf of such parties shall bind and inure to the benefit of the respective successors and assigns of such parties.

27. **Bankruptcy or Insolvency.** In the event that Tenant shall become a Debtor under Chapter 7 of the Bankruptcy Code, and the Trustee or Tenant shall elect to assume this Lease for the purpose of assigning the same or otherwise, such election and assignment may only be made if all of the terms and conditions to Section 3, 4 and 6 hereof are satisfied. If such Trustee shall fail to elect to assume this Lease within sixty (60) days after the filing of the Petition, this Lease shall be deemed to have been rejected. Landlord shall be thereupon immediately entitled to possession of the Leased Premises without further obligation to Tenant or Trustee, and this Lease shall be cancelled, but Landlord's right to be compensated for damages in such liquidation proceeding shall survive.

27.1 CONDITIONS TO THE ASSUMPTION OF THE LEASE IN BANKRUPTCY PROCEEDINGS.

A. In the event that a Petition for reorganization or adjustment of debts is filed concerning Tenant under Chapter 11 or 13 of the Bankruptcy Code, or a proceeding is filed under Chapter 7 under the Bankruptcy Code and is transferred to Chapter 11 or 13, the Trustee or the Tenant, as Debtor-In-Possession, must elect to assume the Lease within sixty (60) days from the date of the filing of the Petition under Chapter 11 or 13 or the date of the transfer of a Chapter 7 proceeding to a Chapter 11 or 13 proceeding. Notwithstanding the foregoing, it is expressly understood and agreed that no election to assume under the foregoing provisions of this paragraph shall be effective unless each of the following conditions (which Landlord and Tenant acknowledge are commercial reasonable in the context of a bankruptcy proceeding of Tenant) have been satisfied and Landlord has acknowledged in writing:

1. The Trustee or the Debtor-In-Possession has cured, or has provided Landlord adequate assurance (as defined below) that:

(a) Within 10 days from the date of such assumption, the Trustee will cure all monetary defaults under this Lease; and

(b) Within 30 days from the date of such assumption, the Trustee will cure all non-monetary defaults under this Lease.

2. The Trustee or the Debtor-In-Possession has compensated, or has provided to Landlord adequate assurance (as defined below) that within 10 days from the date of assumption, Landlord will be compensated for any pecuniary loss incurred by Landlord arising from the default of the Tenant, the Trustee, or the Debtor-In-Possession as recited in Landlord's written statement of pecuniary loss sent to the Trustee or Debtor-In-Possession.

3. The Trustee or Debtor-In-Possession has compensated, or has provided to Landlord adequate assurance of the future performance of each of Tenant's, Trustee's, or Debtor-In-Possession's obligations under the Lease, provided, however, that:

(a) The Trustee or Debtor-In-Possession shall also deposit with Landlord, as security for the timely payment of rent, an amount equal to 1 ½ months' rent and other monetary charges accruing under this Lease; and

(b) If not otherwise required by the terms of this Lease, Trustee or Debtor-In-Possession shall also pay in advance, on the date minimum rent is payable 1/12th of Tenant's annual obligations under this Lease for maintenance, real estate taxes, insurance and similar charges.

(c) From and after the date of the assumption of this Lease, Trustee or Debtor-In-Possession shall pay as minimum rent an amount equal to the sum of the minimum rental otherwise payable hereunder, plus the highest amount of the annual percentage rent paid by Tenant to Landlord within the 5 year period prior to the date of Tenant's Petition under the Bankruptcy Code, which amount shall be payable in advance in equal monthly installments on the date minimum rent is payable.

(d) The obligations imposed upon the Trustees or Debtor-In-Possession shall continue with respect to Tenant or any assignee of the Lease after the completion of bankruptcy proceedings.

4. The assumption of the Lease will not breach any provision in any other lease, mortgage, financing agreement or other agreement by which Landlord is bound relating to the Leased Premises; or

A. For purposes of this section, Landlord and Tenant acknowledge that, in the context of a bankruptcy proceeding of Tenant, at a minimum "adequate assurance" shall mean:

1. The Trustee or the Debtor-In-Possession has and will continue to have sufficient unencumbered assets after the payment of all secured obligations and administrative expenses to assure Landlord that the Trustee or Debtor-In-Possession will have sufficient funds to fulfill the obligations of Tenant under this Lease, and to keep the Leased Premises stocked with merchandise and properly staffed with sufficient employees to conduct a fully-operational, actively promoted business on the Leased Premises; and

2. The Bankruptcy Court shall have entered an Order segregating sufficient cash payable to Landlord and/or the Trustee or Debtor-In-Possession shall have granted a valid and perfected first lien and security interest and/or mortgage in property of Tenant. Trustee or Debtor-In-Possession, shall furnish property or security acceptable as to value and kind to Landlord, to secure to Landlord the obligation of the Trustee or Debtor-In-Possession to cure the monetary and/or non-monetary defaults under this Lease within the time periods set forth above.

27.2 LANDLORD'S OPTION TO TERMINATE UPON SUBSEQUENT BANKRUPTCY PROCEEDINGS OF TENANT.

In the event that this Lease is assumed by a Trustee appointed for Tenant or by Tenant as Debtor-In-Possession under the provisions of Section 16.02 hereof and thereafter Tenant is liquidated or files a subsequent Petition for reorganization or adjustment of debts under Chapters 11 or 13 of the Bankruptcy Code, then, and in either of such events, Landlord may, at its option, terminate this Lease and all rights of Tenant hereunder, by giving Tenant written notice of its election to so terminate, by no later than 30 days after the occurrence of either of such events.

27.3 CONDITIONS TO THE ASSIGNMENT OF THE LEASE IN BANKRUPTCY PROCEEDINGS.

If the Trustee or Debtor-In-Possession has assumed the Lease pursuant to the terms and provisions herein, for the purposes of assigning (or elects to assign) the Tenant's interest under this Lease or the estate created thereby, to any other person, such interest or estate may be so assigned only if Landlord shall acknowledge in writing that the intended assignee has provided adequate assurance of future performance of all of the terms, covenants and conditions of this Lease to be performed by Tenant. For purposes of this section, Landlord and Tenant acknowledge that, in the context of a bankruptcy proceeding of Tenant, at a minimum "adequate assurance of future performance" shall mean that each of the following conditions have been satisfied, and Landlord has so acknowledged in writing:

A. The assignee has submitted a current financial statement audited by a Certified Public Accountant which shows a net worth and working capital in amounts determined to be sufficient by Landlord to assure the future performance by such assignee of the Tenant's obligations under this Lease;

B. The assignee, if requested by Landlord, shall have obtained guarantees in form and substance satisfactory to Landlord from one or more persons who satisfy Landlord's standard of creditworthiness;

C. The Landlord has obtained all consents or waivers from any third party required under any lease, mortgage, financing arrangement or other agreement by which Landlord is bound to permit Landlord to consent to such assignment.

27.3 USE AND OCCUPANCY CHARGES.

When, pursuant to the Bankruptcy Code, the Trustee or Debtor-In-Possession shall be obligated to pay reasonable use and occupancy charges for the use of the Leased Premises or any portion thereof, such charges shall not be less than the minimum rent as defined in this Lease and other monetary obligations of Tenant for the payment of maintenance, real estate taxes, insurance and similar charges.

28. **Signs.** All signs and advertising displayed in and about the Property shall be such as is customarily used in the business of Tenant and in compliance with local ordinances. Tenant shall maintain such signs during the Term of this Lease and at the end of the Term shall remove the same at its own cost and expense.

29. **Miscellaneous.**

29.1 **Notices.** All notices and demands relating hereto shall be in writing and mailed, postage prepaid, by certified or registered mail, or by a nationally recognized courier service, to Landlord or Tenant at their respective addresses or at any other address designated by notice sent in accordance herewith. All notices shall be deemed received when properly mailed.

29.2 **Binding Effect.** This Lease shall be binding upon the parties and their permitted successors, legal representatives and assigns.

29.3 Headings. The captions in this Lease are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.

29.4 Gender. All use of pronouns herein shall be deemed to include the masculine, feminine or neuter gender, and all references to the singular shall include the plural and vice versa, unless the context otherwise requires.

29.5 Original Lease. Only one copy of this Lease is the original hereof and is marked "original," and all other counter-parts to this Lease, whether or not signed, shall be deemed duplicates and not originals for purposes of perfecting any interest herein by possession of the original of this Lease.

29.6 Governing Law. This Agreement shall be deemed to have been made under, and shall be governed by, the laws of the State of Michigan in all respects, including matters of construction, validity and performance. Landlord and Tenant agree that any dispute which may arise between them with regard to all or any portion of this Lease shall be resolved either (a) by arbitration in the State of Michigan in accordance with the rules and practices of the American Arbitration Association in which event it is agreed that a judgment on the award may be entered by any court of competent jurisdiction, or (b) in any state or federal court in the State of Michigan, Tenant hereby knowingly and irrevocably waives any objections on the grounds of improper jurisdiction or venue to an action in the State of Michigan and agrees that effective service of process may be made upon Tenant by mail under the notice provisions of Paragraph 31.1 above.

29.7 Entire Agreement. This Lease contains the entire understanding among the parties and supersedes all prior written agreements and oral understandings between them regarding the subject matter of this Lease. There are no representations, agreements, arrangements or understandings, oral or written, between or among the parties to this Lease that are not fully expressed in this Lease.

29.8 Severability. This Lease is intended to be performed in accordance with, and only to the extent permitted by, all applicable law, ordinances, rules and regulations. If any provision of this Lease or its application to any person or circumstance is, for any reason and to any extent, invalid or unenforceable, the remainder of this Lease and the application of the provision to other persons or circumstances shall not be affected by it, but rather shall be enforced to the greatest extent permitted by law.

29.9 Amendment. This Lease may be amended in any manner by an agreement, in writing, signed by all the parties hereto or by their respective successors and assigns, heirs, executors, administrators and personal representatives.

29.10 Effect of Waiver. No delay or omission to exercise any right or remedy accruing to the Landlord upon any breach or default of this Lease by the Tenant will impair any such right or remedy or be construed to be a waiver of any such breach or default, nor will a waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. Any waiver, consent or approval on the part of the Landlord of any breach or default under this Lease, or of any provision or condition hereof, must be in writing and will be effective only to the extent specifically set forth in such writing.

29.11 Construction. Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto.

30. Rules and Regulations. Tenant agrees to comply with and observe all rules and regulations established by Landlord from time to time, provided the same shall apply uniformly to all tenants of the Leased Premises. Tenant's failure to keep and observe said rules and regulations shall constitute a breach of the terms of this Lease in the manner as if the same were contained herein as covenants.

31. Holding Over. It is hereby agreed that in the event of Tenant holding over after the termination of this Lease, thereafter the tenancy shall be from month to month in the absence of a written agreement to the contrary, and Tenant shall pay to Landlord a daily rental amount of \$ 500.00 per day.

32. **SECURITY DEPOSIT**. Landlord acknowledges that it has received from Tenant the Security Deposit in the amount of \$ 1,000.00, as security for the payment of Rent and the performance by Tenant of the terms of this Lease. In the event of any default, the Security Deposit shall be retained by Landlord and may be applied toward damages arising from such default and shall not be construed as liquidated damages. Upon yielding the Premises to Landlord at the expiration of this Lease in the condition required pursuant to Section 18 of this Lease, and provided no default has occurred, the remaining balance of the Security Deposit shall be returned to Tenant in accordance with Governing Law. In the event this Lease is terminated at some time other than at the expiration of the Term, including by virtue of any filing pursuant to Section 4 of the Lease, the Security Deposit will be retained by Landlord. No interest shall be payable on the Security Deposit. It is understood that Landlord shall always have the right to apply said Security Deposit, or any portion thereof, to the curing of any default that may exist. Should Landlord convey its interest under this Lease, the Security Deposit, or the part or portion thereof not previously applied, shall be turned over to Landlord's grantees or assignees; and Tenant hereby releases Landlord from any liability with respect to the Security Deposit and Tenant agrees to look solely to such grantee or assignee; this provision shall also apply to subsequent grantees or assignees. Tenant shall, at the commencement of this Lease, upon renewal of this Lease, and at any time requested by Landlord, provide to Landlord Tenant's financial statement, including a statement and proof of Tenant's financial assets, as well as authority to obtain Tenant's credit score or other information deemed relevant to Tenant's creditworthiness or ability to pay its debts. In the event of a material deterioration of Tenant's creditworthiness during the Term of this Lease, or Tenant's failure to pay Rent when due more than three (3) times during the Term of this Lease, Landlord may increase the Security Deposit or require an additional guarantor or other security for Tenant's performance under the Lease. Tenant agrees it will not assign, pledge, mortgage, or otherwise hypothecate its interest in the Security Deposit. It is agreed that the Security Deposit is not made in payment of Rent but is paid solely as security by Tenant for the performance of the terms of this Lease. Should the entire Security Deposit, or any portion thereof, be appropriated and applied by Landlord for any purpose permitted pursuant to this Section, then Tenant shall, upon written demand by Landlord, remit to Landlord a sufficient amount in cash to restore said Security Deposit to the original sum deposited, within ten (10) days of written request.

By executing this agreement, the Dhaifallah Ali Alowmari hereby personally guarantees any and all amounts of rent hereby due and payable to Landlord. The parties specifically agree that the undersigned LLC to be formed by Dhaifallah Ali Alowmari, A Michigan Limited Liability Company and Dhaifallah Ali Alowmari will both be held liable, jointly and severally, for any and all obligations under the terms of this lease agreement. In the event of default Landlord may seek to pursue either LLC to be formed by Dhaifallah Ali Alowmari or Dhaifallah Ali Alowmari, or both.

IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease to be executed as of the date first above written.

"LANDLORD"



**Abdulwahab Elshami**

"TENANT"



**LLC to be formed by Dhaifallah Ali Alowmari  
Its: Sole Member**



**Dhaifallah Ali Alowmari, Individually**

**ABDULWAHAB ELSHAMI, et al**

**vs.**

**CITY OF MELVINDALE, et al.**

**COMPLAINT EXHIBIT 12**



City of Melvindale  
Office of the City Clerk  
3100 Oakwood Boulevard  
Melvindale, Michigan 48122  
313-429-1040 Fax: 313-383-3993

April 24, 2025

Omari Auto Shop  
18809 Dix  
Melvindale, MI 48122

To Whom It May Concern:

This letter is to inform you that your Business License Application dated April 21, 2025 is **denied**.

Under the Melvindale Code of Ordinances Part II, Chapter 6, Article I, Section 6-11 (3), a license may be refused for "any violation of the ordinances of the city," and under Part II, Article I, Section 6-10.1, "the occupation of a building or land within the city shall not be accepted unless and until such applicant has obtained approval, in writing, for such business, trade, profession or occupation from the building department."

A review of your business license application reveals a change of ownership for the above-captioned business. Therefore, pursuant to Part II, Article I, Division II, Sections 5.66-5.75, a Certificate of Occupancy must be obtained in order to obtain your business license. **Please contact the Building Department immediately to schedule an inspection for a Certificate of Occupancy.**

This is also to advise you that pursuant to the Code of Ordinances Part II, Article I, Section 6-13 (b): **No person shall operate any business during any time when his license has been denied.**

Lastly, under Part II, Article I, Section 6-13 (a), you shall have the right to a hearing before the City Council, provided a written request is filed with the city clerk within ten days following the mailing of this denial.

Sincerely,

The Office of the City Clerk

AA

cc: Building Department

**ABDULWAHAB ELSHAMI, et al**  
**vs.**  
**CITY OF MELVINDALE, et al.**

**COMPLAINT EXHIBIT 13**



**City of Melvindale**  
**Office of the City Clerk**  
3100 Oakwood Boulevard  
Melvindale, Michigan 48122  
*313-429-1040 Fax: 313-383-3993*

April 25, 2025

Afan Bapacker, P.C.  
1 Parklane Blvd., Ste. 729 East  
Dearborn, MI 48126

Re: Freedom of Information Act Request

Dear Applicant,

This letter is in response to your Freedom of Information request received in our office on April 17<sup>th</sup>, 2025.

In response to that request, the City of Melvindale is hereby issuing a notice extending in time for not more than ten (10) business days the period which it may respond to the request as provided by the Freedom of Information Act.

Please phone the undersigned if you have any questions or comments regarding this matter.

Very truly yours,

A handwritten signature in cursive script that reads "Linda Land".

Linda Land  
City Clerk

LL/aa

**ABDULWAHAB ELSHAMI, et al**  
**vs.**  
**CITY OF MELVINDALE, et al.**

**COMPLAINT EXHIBIT 14**

**LAW OFFICE OF LAWRENCE J. COOGAN**  
**Attorney and Counselor at Law**

---

4146 Oakwood Blvd. / Melvindale, Michigan 48122  
(313) 381-0044 / (313) 389-1490 ~ Facsimile  
LCooganLaw@gmail.com

April 30, 2025

Attorney Afan Bapacker  
1 Parklane Blvd., Ste 729 East  
Dearborn, MI 48122

Re. 18809 Dix Road, Melvindale, MI 48122 Permit for Occupancy

Dear Mr. Bapacker,

Thank you for reaching out regarding your client's property at 18809 Dix Rd. in Melvindale. I'd like to provide some context on the city's ongoing concerns about the oversaturation of auto-related businesses.

Melvindale is a 2.7 square mile city, currently home to 32 auto-related facilities. This high concentration has been an ongoing concern for our community. In response, the city adopted Resolution 20-06-131 establishing a moratorium on "used car sales shops and auto repair shops" based on the updated City Master Plan. The moratorium was extended in January 2023 by resolution 23-01-011.

When the business at 18809 Dix Rd. vacated the property on or about January 6, 2025, its status as a legal non-conforming use subsequently ended. Therefore, when 19125 Dix opened after 18809 Dix was vacated, there was no net increase in auto-related businesses.

If you have any questions, please contact my office.

Sincerely,



Lawrence J. Coogan  
Corporation Counsel, City of Melvindale  
4146 Oakwood Blvd.  
Melvindale, MI 48122  
(313) 381-0044



METROPLEX MI 480

1 MAY 2025 PM 3 L



Attorney Afan Bapacker  
1 Parklane Blvd., Ste 729 East  
Dearborn, MI 48122

48126-240099



**ABDULWAHAB ELSHAMI, et al**

**vs.**

**CITY OF MELVINDALE, et al.**

**COMPLAINT EXHIBIT 15**

**From:** Yemeni American Chamber of Commerce <yemenyacc@gmail.com>  
**Sent:** Friday, May 2, 2025 10:11 AM  
**To:** Saleimabuali10@gmail.com  
**Subject:** Certificate of Occupancy – 18809 Dix Rd, Melvindale (Mechanic Shop)

Yemeni American Chamber of Commerce  
1 Parklane Blvd. Suite 830 E  
Dearborn MI 48126

May 1, 2025

To:

Dear Saleim Abuali  
Melvindale City Council President  
3100 Oakwood  
Melvindale, MI 48122

Re: Certificate of Occupancy – 18809 Dix Rd, Melvindale (Mechanic Shop)

Dear Councilmember Abuali,

I hope this email finds you well. I am writing to seek your assistance in resolving a pressing matter affecting one of our chamber members, regarding the certificate of occupancy for 18809 Dix Road, Melvindale, which has been operating as an auto repair facility for the past 60 years.

As you may be aware, our client's attorney, Afan Bapacker, previously corresponded with the Melvindale Building Department and City Attorney Lawrence Coogan (copy enclosed for your reference). The correspondence highlighted concerns about:

1. The City's apparent moratorium on new auto-related facilities (Resolution 23-01-011), while allowing a similar business (our client's prior tenant) to operate at 19125 Dix Road.
2. The legal nonconforming use protections under Melvindale Code Sec. 24-503, which may apply to his client's property at 18809 Dix Road, Melvindale

Despite repeated attempts to engage the Building Department and City Attorney, the issue remains unresolved. As a respected member of the City Council, we kindly ask for your intervention to:

- Clarify the City's position on this property's occupancy status.
- Address the inconsistency in applying the moratorium, given the approval of a comparable use at 19125 Dix Road.
- Explore an amicable resolution to avoid unnecessary legal action.

Our goal is to work collaboratively with the City to uphold both the law and fair business practices. Your prompt attention to this matter would be greatly appreciated.

Please contact me directly at 313-424-9962 or Email me at [BenBawazir@gmail.com](mailto:BenBawazir@gmail.com) to discuss next steps. I have copied Attorney Afan Bapacker on this email as well. Thank you for your time and leadership.

Enclosure: Copy of Attorney Alan Bapacker's letter Dated April 18,2025

Enclosure: Copy of Attorney Alan Bapacker's letter Dated April 18,2025

Sincerely,

Ben Bawazir  
YACC Chairman  
Yemeni American Chamber of Commerce (Y.A.C.C)  
1 Parklane Blvd Suite 830 East  
Dearborn, MI 48126  
Phone Number: 313-424-9962  
WWW: [YACCUSA.COM](http://YACCUSA.COM)  
Email: [yemenyacc@gmail.com](mailto:yemenyacc@gmail.com)

**ABDULWAHAB ELSHAMI, et al**  
**vs.**  
**CITY OF MELVINDALE, et al.**

**COMPLAINT EXHIBIT 16**



811 N. Main Street, Suite 301, Royal Oak, Michigan 48067

Tel: (248) 519-2313; Fax: (248) 519-2399

[www.justrightlaw.com](http://www.justrightlaw.com)

May 15, 2025

\*\*\**Via Email:* LCooganLaw@gmail.com\*\*\*\*

Mr. Lawrence Coogan, Esq  
Law Office of Lawrence J. Coogan  
4146 Oakwood Boulevard  
Melvindale, Michigan 48122

The City of Melvindale  
Office of the City Clerk  
3100 Oakwood Boulevard  
Melvindale, Michigan 48122

**RE:** Unconstitutional Actions - 18809 Dix Rd, Melvindale

Mr. Coogan:

By way of introduction, please be advised that Ahmad & Akbar Law, PLLC, d/b/a Just Right Law has been retained by the owners of the property located at 18809 Dix Road, Melvindale, Michigan 48122 (hereinafter referred to as the "*Property*"). As such, please direct all communications to our office via email at [Muneeb@ahmadandakbar.com](mailto:Muneeb@ahmadandakbar.com), or the above referenced address.

This correspondence is a follow-up to the previous correspondences dispatched to you and the City of Melvindale (hereinafter referred to as the "*City*") by Attorney Afan Bapacker in connection with the Certificate of Occupancy (hereinafter referred to as the "*C of O*") and the use of the Property that runs with the land. As you are well aware, this Property has been operating as an auto repair facility for approximately the past 60 years. My Clients have owned this Property since 2005, and their father before them owned the Property since 1999. Further, this Property has maintained a continuous legal nonconforming use, without any modifications done to the building structure.

It is my understanding based on the City's correspondence dated April 24, 2025, the Office of the City Clerk has denied a C of O for my Clients' Property to continue to operate as an auto repair facility. Interestingly enough, that correspondence never provided any legal basis for the arbitrary denial of the C of O by the City.



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I had an opportunity to review your correspondence dated April 30, 2025. Based on my reading of your correspondence, it appears that the City is relying on a Resolution 20-06-131, which according to you, “*established a moratorium on ‘used car sales shops and auto repair shops’*”. Apparently, this moratorium was extended in January 2023 by and through Resolution 23-01-011.

Pursuant to available records online for the City as it pertained to Council Meeting of the City of Melvindale, which was held on Wednesday June 17, 2020, Resolution 20-06-131, which passed by a 4-1 vote, actually provides as follows:

**20-06-131** Moved by Cartrette and supported by Rauser, to place a moratorium on any new pharmacies, used car sales shops, and/or auto repair shops, to deal with the debts and issues associated with those businesses and to be concurrent with our new City Master Plan.

As a threshold matter, there is compelling state and federal authority to establish that the City’s now, five-year moratorium, including enforcement against my Client’s ongoing, lawfully established nonconforming use, constitutes a violation of the Takings Clause, Equal Protection Clause, and/or the Substantive Due Process Clause under the Fourteenth Amendment of the United States Constitution. Further, the moratorium’s excessive duration (five years) departs from federal and Michigan precedent recognizing moratoria as temporary planning tools, typically limited to 6–24 months. In fact, the City’s actions indeed affect an entire class of property owners and business owners that are being deprived of the right to conduct lawful business within the City.

Setting aside the legality of the City’s moratorium, based on your April 30, 2025, correspondence, it also appears that you are under the misplaced assumption that the Property’s legal non-conforming use expired when the business at the Property vacated, as your claim, on January 6, 2025. First, the business at the Property did not vacate on January 6, 2025. While it is true that the lease with the prior business expired on December 31, 2024, that business did not vacate the Property until on or about April 10, 2025. In fact, the prior business even paid rent thru March 2025.

The City’s Ordinance on Nonconforming uses of structures, Sec. 24-503, provides in relevant part:

If lawful use, involving individual structures with an assessed value of \$500.00 or more of structure and premises in combination, exists on August 19, 1981, that would not be allowed in the district under the terms of this chapter, the lawful use may be continued so long as it remains otherwise lawful, subject to the following provisions:

...



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(2) If any such nonconforming use of a structure ceases for any reason ***for a period of more than six months***, such use shall conform to the regulations specified by this chapter for the district in which such use is located.

***(Emphasis Added).***

This is relevant because, even assuming that the prior business vacated the Property on January 6, 2025, which as explained above, is not the case, your position that the legal nonconforming use of the Property ended at that time is simply incorrect as it completely contradicts the City Ordinance. Based on the fact that the prior business actually vacated the Property on or about April 10, 2025, the Property's legal nonconforming use as an auto repair shop would expire on September 10, 2025.

Moreover, under Michigan law, a nonconforming use may only be terminated if it is both discontinued and intentionally abandoned. Indeed, MCL 125.3208(1) expressly preserves such uses unless they are unused for at least six consecutive months and there is intent to relinquish the right. As of April 18, 2025, there was already a new business tenant that had been secured to operate the auto repair facility. Indeed, this is evident by the fact that the new business tenant had applied for a C of O, which the City as of April 24, 2025, baselessly denied.

Even if we assumed the January 6, 2025, date referenced in your April 30, 2025, correspondence was the operative start date from which the 6 month time period started running pursuant to the City Ordinance, my Clients still timely secured the new business tenant within the requisite time period. Indeed, the use of the Property was never intentionally abandoned. In short, the Property's legal nonconforming use as an auto repair shop was never discontinued and intentionally abandoned, such that it ever expired.

If this was not concerning enough, it also appears that the City is picking and choosing on how, against whom, and against what properties it wishes to enforce the moratorium. On one hand the City has denied the C of O for my Clients' Property based on the moratorium. However, on the other hand, the City inconsistently ignored the moratorium in favor of another business or property so as to approve a new comparable use at 19125 Dix Road.

Needless to say, my Clients have repeatedly attempted to engage the City to resolve this matter so as to avoid legal action. As such, please accept this correspondence as a final attempt for an amicable resolve. We respectfully request the City to clarify its position on my Clients' Property's occupancy status and to explain and address the inconsistency in applying the moratorium against my Clients and their Property, given the approval of a comparable use at 19125 Dix Road.



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Further, we respectfully request that the City reconsider its position. My Clients and their tenant, are willing to provide whatever information is necessary for the issuance of the requested C of O. While my Clients are reasonable, they will not be taken advantage of. As such, please be advised that should the City fail to take the necessary corrective action by May 21, 2025, my Clients will be forced to consider all legal options moving forward.

As always, thank you for your time and consideration. Should you have any questions or concerns, please feel free to contact our office at your earliest convenience.

Very truly yours,

Ahmad & Akbar Law, PLLC

/s/ *Muneeb M. Ahmad*

Muneeb M. Ahmad, Esq  
Managing Partner.

Cc:

Saleim Abuali, City Council President (Via Email: [Saleimabuali10@gmail.com](mailto:Saleimabuali10@gmail.com))

City of Melvindale Building Department (Via First Class Mail)

Afan Bapacker, Esq (Via Email: [Afan@bapackerlaw.com](mailto:Afan@bapackerlaw.com))