

**ALGONAC PLANNING COMMISSION**  
**Council Chambers, 805 St. Clair River Drive**  
**Algonac, MI 48001**

**Agenda**  
**Special Meeting**  
**Monday, July 28, 2025**  
**6:00 p.m.**

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Presentations
5. Communications and Notices
6. Citizens to be Heard
7. Public Hearing
8. Approval of Minutes – March 31, 2025
9. Unfinished Business
10. New Business
  - a. Consider Request for Special Land Use at 455 State Street & 875  
Worfolk.
11. Items for Next Agenda
12. Adjournment

**The next meeting will be Monday, August 25, 2025**

This notice is posted in compliance with PA267 of 1976 as amended (Open Meetings Act), MCLA 41.72a (2) (3) and the Americans with Disabilities Act. Individuals with disabilities requiring auxiliary aids or services should contact the city clerk at P.O. Box 454, Algonac, Michigan, 48001 (810) 794-9361 ext 215 or e-mail address [cityclerk@cityofalgonac.org](mailto:cityclerk@cityofalgonac.org).



Item No: 8  
Meeting: 7.28.2025

## **Business of the Algonac Planning Commission**

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### **Agenda Statement**

**Item Title:** To approve Planning Commission meeting minutes

**Submitted by:** Denice A. Gerstenberg, City Manager

#### **Summary**

Meeting minutes from March 31, 2025 are attached for your review.

#### **Suggested Action**

##### **MOVED BY:**

##### **SUPPORTED BY:**

To approve Planning Commission meeting minutes of March 31, 2025 as presented.

APPROVED/Denied

**ALGONAC PLANNING COMMISSION**  
**Council Chambers, 805 St. Clair River Drive**  
**Algonac, MI 48001**  
**Proposed Minutes**  
**Monday, March 31, 2025**  
**6:00 p.m.**

**Call to Order**

Chairperson Thompson called the meeting to order at 6:00 p.m.

**Roll Call**

Present: Amanda Hass, Michelle Nolan, Adam Ragsdale, Darryl Sopata, Mark Thompson, Brian Tideswell

Absent: Gale Anthony, Rich Arpan, Terry Stoneburner

Others: Denice Gerstenberg, City Manager, Lisa Borgacz, City Clerk

**Pledge of Allegiance**

Chairperson Thompson led the Pledge of Allegiance.

**Presentations**

There were no presentations.

**Communications and Notices**

There were none.

**Citizens to be Heard**

There were none.

**Public Hearing**

There was none.

**Approval of Minutes – January 27, 2025**

Motion by Nolan, supported by Hass to approve the January 27, 2025 Planning Commission meeting minutes as presented. Motion carried.

**Unfinished Business**

**a. Consider amendment to Chapter 50 "Zoning", Article XV "General Provisions", Section 459 "Exterior Lighting".**

This ordinance amendment was suggested mainly to require additional lighting to ensure security and safety, especially in the case of vacant buildings. The Commission members requested additional information to clarify timeframe, zoning district, and types of lights.

Motion by Hass, supported by Nolan to recommend City Council approve amendments to Chapter 50 "Zoning", Article XV "General Provisions", Section 459 "Exterior Lighting" ordinance can be made, as noted.

Roll Call Vote:

Ayes: Hass, Nolan, Ragsdale, Sopata, Thompson, Tideswell

Nays: None

Absent: Anthony, Arpan, Stoneburner

Motion carried.

### **New Business**

#### **a. To Review and approve the Capital Improvement Plan for 2025-2026.**

Denice Gerstenberg, City Manager, presented the Capital Improvement Plan and answered questions.

Motion by Hass, supported by Nolan to approve and recommend to City Council approval of the Capital Improvement Plan as presented for FY 2025-2026 and future years thru 2029-2030.

Roll Call Vote:

Ayes: Nolan, Ragsdale, Sopata, Thompson, Tideswell, Hass

Nays: None

Absent: Anthony, Arpan, Stoneburner

Motion carried.

### **Items for Next Agenda**

- Election of Chairperson and Vice Chairperson
- Approval of FY 25-26 Meeting Schedule

### **Adjournment**

Motion by Nolan, supported by Tideswell to adjourn the meeting at 6:29 p.m.

Signed \_\_\_\_\_ Respectfully submitted \_\_\_\_\_  
Mark Thompson Lisa Borgacz  
Chairperson City Clerk



## Business of the Algonac Planning Commission

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### Agenda Statement

**Item Title:** To consider Request for Special Land Use at 455 State Street & 875 Norfolk.

**Submitted by:** Denice A. Gerstenberg, City Manager

#### Summary

This site consists of two adjacent parcels, 455 State Street & 875 Norfolk, that together make .575 acres. The site is adjacent to the Algonac DPW and Wastewater Treatment Plant to the south and to single-family residential homes to the east, west and north.

The applicant is requesting special approval land use to operate a towing company salvage yard that could offer a range of services, including roadside assistance, accident recovery, vehicle transport and the storage of impounded vehicles. The applicant is proposing to use the existing building as an office, garage for vehicle maintenance and vacant lot for vehicle storage.

The current zoning is general business district (Sec. 50-256). The general business district provides for all the same uses allowed in the central business district (Sec. 50-228), plus a variety of other diverse businesses. A towing company salvage yard is not a *permitted principal use* in a general business district (Sec. 50-257) or a central business district (Sec. 50-229).

Examples of principal uses permitted include retail business, beauty salon, banks, municipal buildings, hotels, off-street parking lot, veterinary offices, funeral home, medical clinic, dry cleaning, and bowling alley.

Generally, a towing company salvage yard, which may also be referred to as an impoundment yard, junkyard, or auto wrecking yard, is typically permitted in industrial zoning districts, particularly those designated as Heavy Industrial or similar classifications.

Per Sec. 50-545, the planning commission shall have the authority to grant special land use permits and to attach conditions to a permit. In this case, only those uses listed in sections 50-230 and 50-258, can be considered for special land use permit review and approval.

A towing company salvage yard is not a *permitted use subject to special conditions* in a general business district (Sec. 50-258) or a central business district (Sec. 50-230).

Examples of allowable permitted uses subject to special conditions in the business district include sidewalk or outdoor cafes, dwellings above stores, public outdoor markets, outdoor sales space for boats/cars, miniature golf course, arcades, and car wash.

Consequently, the Planning Commission does not have the authority to approve a special land use as a towing company salvage yard as this is not a *permitted principal use* or a *permitted use subject to special conditions* as outlined in the City of Algonac zoning ordinance.

Furthermore, per Sec. 50-581 the *zoning board of appeals* is hereby prohibited from granting a use variance for a use not permitted within a particular zoning district. A use variance would allow a landowner to use the land for a purpose which is otherwise not permitted or is prohibited by the applicable zoning district regulations. The zoning board of appeals shall only be authorized to issue dimensional or non-use variances.

An applicant wanting to use property in a way that is not explicitly allowed in the current zoning ordinance, would have to request a change to the language within the zoning ordinance itself.

That would involve providing the city with a detailed analysis of the real estate market to understand the potential impacts and feasibility of the proposed change. This would require market research and analysis. Supporting documents would need to be submitted, explaining the proposed change and why it's needed, including plans, justification for the change, and potential impacts on the surrounding area. The application will be reviewed by city staff, potentially go through a public hearing with the Planning Commission, and ultimately be decided upon by the City Council.

### **Suggested Action**

**MOVED BY:**

**SUPPORTED BY:**

To deny the request for Special Land Use at 455 State Street & 875 Worfolk.

APPROVED/Denied

## ARTICLE VIII. - CBD CENTRAL BUSINESS DISTRICT

### Sec. 50-228. - Preamble.

The CBD Central Business District is designed to provide for a mix of uses in a compact setting to continue the character that has been established in this area. Single- and mixed-use developments containing retail, office, residential, and/or public uses are permitted in this district, which also provide for a pedestrian orientation, a reduction in automobile trips where possible, and a unique coastal town setting. The central business district provides the major focus of retail, government and business services facilities for the entire community.

(Ord. No. 96-5, art. IX, preamble, 3-5-1996; Ord. No. ZOA-2015-01, 4-21-2015)

### Sec. 50-229. - Principal uses permitted.

In a central business district, no building or land shall be used and no building shall be erected except for one or more of the following specified uses, unless otherwise provided in this article:

- (1) Any generally recognized retail business which supplies commodities on the premises within a completely enclosed building, such as, but not limited to, groceries, meats, dry goods, clothing, furniture, and hardware.
- (2) Any personal service establishment which performs services on the premises within a completely enclosed building, such as, but not limited to: repair shops (watches, radios, televisions, shoes, etc.), tailor shops, beauty parlors, barber shops, interior decorators, photographers and dry cleaners.
- (3) Restaurants and taverns where the patrons are served within a building, or walk-up service, occupied by such establishments and wherein such establishment does not extend as an integral part of, or accessory thereto, any service of a drive-in. Drive-through services are permitted.
- (4) Theaters, assembly halls, concert halls or similar places of assembly when conducted completely within enclosed buildings.
- (5) Offices and medical offices, including clinics.
- (6) Banks, credit unions, savings and loan associations and similar uses, with drive-through facilities permitted when said drive-through facilities are incidental to the principal function.
- (7) Municipal buildings and post offices.
- (8) Business schools, or private schools operated for profit. Examples of private schools permitted herein include, but are not limited to, the following: dance schools, music and voice schools and art studios.
- (9) Newspaper and publisher offices.
- (10) Warehouse and storage facilities when incident to and physically connected with any principal use permitted, provided that such facility is within the confines of the building or part thereof occupied by such establishment.
- (11) Hotels and motels.
- (12) Publicly owned off-street parking lots or parking structures.
- (13) Publicly owned buildings, public utility buildings, telephone exchange buildings, electric transformer stations and substations and gas regulator stations with service yards, but without storage yards.
- (14) Veterinary offices and clinics, excluding kennels.

- (15) Funeral homes and mortuaries, not including crematoriums.
- (16) Churches.
- (17) Clubs, lodge halls, rental or catering halls, and similar uses.
- (18) Gift/specialty retail (florist, party supplies, cosmetics, hobby supplies, bakery supplies, jewelry, trophy shops, art gallery, sporting goods, pets, fabrics, computers, music instruments, tourist souvenirs, among others)
- (19) Health clubs and fitness centers.
- (20) Bed and breakfast inns.
- (21) Accessory structures and uses customarily incident to the above permitted uses, provided such structures and uses are located on the same zoning lot as a permitted use.
- (22) Other uses which are similar to the above uses and subject to the following conditions and restrictions:
  - a. All business establishments shall be retail or service establishments dealing directly with consumers. All goods produced on the premises shall be sold at retail from the premises where produced.
  - b. All business, servicing, or processing, except for off-street parking or loading, shall be conducted within completely enclosed buildings.
  - c. All businesses shall promote development that meets the goals of the city's current master plan: Providing successful, vibrant and attractive commercial centers with unique offerings; sustaining well-maintained and desirable neighborhoods; offering plentiful leisure and recreational opportunities, abundant pedestrian connections, aesthetically pleasing roads and greenspaces; and serving as a destination for emerging business and entrepreneurs.
  - d. The City of Algonac's current master plan's goals and objectives shall be considered at the time of request for permitting other uses under this subsection, including those submitted pursuant to the city's planned development district ordinance, Code section 50-356 et seq.
  - e. Outdoor storage of commodities shall be expressly prohibited.

(Ord. No. ZOA-2015-01, § 900, 4-21-2015; Ord. No. ZOA-2018-04, § 1, 7-10-2018; Ord. No. 2022-03, § 1, 12-20-2022)

#### **Sec. 50-230. - Uses subject to special conditions.**

The following uses shall be permitted after a public hearing held in accordance with section 50-546 by the planning commission if the commission, upon review of the plans, finds that the plans meet the conditions herein required, together with such other conditions as may be imposed to carry out the purposes of this article, subject to the conditions hereinafter imposed for each use:

- (1) *High-rise multiple-family dwellings.* High-rise multiple-family dwellings in buildings of four stories or more on a site of at least three acres in area, subject to the dimensional requirements for the RM-2 district in the schedule of regulations.
- (2) *Business on high-rise multiple-family dwelling site.* Business uses shall be permitted on a high-rise multiple-family dwelling site when developed as retail and/or service uses clearly accessory to the main use within the walls of the main structure, with access from the interior only. Such businesses and/or services shall be prohibited on all floors above the first floor, or grade level, except that a restaurant or restaurant-lounge may be permitted on the uppermost story.

(3)



*Sidewalk or outdoor cafes.* Outdoor cafes or restaurants subject to the following conditions: In the interest of promoting business by increasing activity and improving the general business climate, the city manager or his designee may issue revocable permits to businesses that apply for a permit to operate a sidewalk cafe or an outdoor cafe as an extension of or compatible with, the existing business on a portion of a city sidewalk adjacent to the business or on private property adjacent to the business. The permit may be issued under the following terms and conditions:

- a. Sidewalk or outdoor cafe permits shall be issued if the city manager or his designee determines the occupancy will not:
    1. Interfere with the use of the street for pedestrian or vehicular travel.
    2. Unreasonably interfere with the view of, access to or use of property adjacent to said street.
    3. Reduce any sidewalk width to less than five feet.
    4. Interfere with street cleaning or snow removal activities.
    5. Cause damage to the street or to sidewalks, trees, benches, landscaping or other objects lawfully located therein.
    6. Cause a violation of any state or local laws.
    7. Be principally used for off-premises advertising.
    8. Be attached to or reduce the effectiveness of or access to any utility pole, sign or other traffic control device.
    9. Cause increased risk of theft or vandalism.
    10. Be in or adjacent to property zoned exclusively for residential purposes.
  - b. All businesses selling food or beverages to be consumed in a public sidewalk area or outdoor area adjacent to the business shall enclose the area with a temporary structure approved by the building inspector. Prior to approval, written plans shall be submitted to the building inspector. All construction shall conform to existing building codes and regulations of the city and shall not be permanent. Such plans shall also include the location of adequate trash receptacles.
  - c. Prior to the issuance of a sidewalk or outdoor cafe permit, the applying business must provide the city with a certificate of liability insurance in an amount to be determined solely by the city. The certificate of insurance must be in effect for at least the period of the permit to be issued. In addition, the applying business shall, by written agreement with the city, indemnify and hold harmless the city from all claims or damages incident to the establishment and operation of a sidewalk cafe.
  - d. Prior to the issuance of a permit, a fee as specified from time to time by resolution of the city council shall be paid by the requesting business for the period of the permit. The period of a sidewalk or outdoor cafe; permit shall not exceed 180 days. The date and duration shall be specified on the permit. The permit shall be subject to immediate revocation for failure to properly maintain the area being used as a sidewalk or outdoor cafe; or for any other violation of this article.
- (4) *Dwellings above stores.* To encourage and provide for the economic vitality of the central business district, residential occupancy shall be permitted in buildings of two stories in height or greater subject to the following:
- a. No dwelling unit shall occupy any portion of the building at ground level or below ground level. Businesses may occupy any number of total rooms.
  - b. Such dwellings shall meet all applicable codes and ordinances of the city, county or state.

- c. Floor plans drawn to scale of all floors to be utilized for dwelling purposes shall be submitted to the building department.
  - d. Approved smoke detectors shall be provided in each dwelling unit and in common hallways and shall be provided as required in the single state construction code.
  - e. Emergency egress lighting shall be provided to assure continued illumination for a duration of not less than one hour in case of emergency or primary power loss in common hallway areas as may be required in the building department.
  - f. An approved fire extinguisher shall be provided in the common hallway accessible to all occupants as may be required by the single state construction code.
  - g. In those instances where residential uses are proposed to occupy the same floor as a business use, the planning commission shall review such mixed use and may approve such mixed use based on findings that compatibility of the business with residential occupancy will occur. Such findings may include, but are not limited to:
    - 1. Compatible hours of operation.
    - 2. Noise of operation or occupancy that would be detrimental to the business operation or vice-versa.
    - 3. Excessive foot traffic.
- (5) *Live/work units.* A live/work unit is an integrated residence and work space (located on the ground floor), occupied and utilized by a single household in an array of at least three such structures, or a structure with at least three units arranged side by side along the primary frontage, that has been designed or structurally modified to accommodate joint residential occupancy and work activity.
- a. *Primary residence.* The residential and the commercial space must be occupied by the same tenant, and no portion of the live/work unit may be rented or sold separately. The unit shall be the primary residence of the business owner or principal manager.
  - b. *Permitted commercial components.* The commercial component of live/work units are intended for use by the following occupations: accountants; architects; artists and artisans; attorneys; computer software and multimedia-related professionals; consultants; engineers; fashion, graphic, interior and other designers; hair stylists; home-based office workers; insurance, real estate, and travel agents; one-on-one instructors; photographers; and similar occupations as determined by the building inspector.
  - c. *Access standards.*
    - 1. The main entrance to the ground floor work space shall be accessed directly from and face the street.
    - 2. The upstairs dwelling shall be accessed by a separate entrance, and by a stair and/or elevator.
    - 3. Accessibility should be accommodated between a pair of units and not in the front yard to the degree possible.
  - d. *Service standards.*
    - 1. The commercial use shall not generate external noise, odor, glare, vibration or electrical interference detectable to the normal sensory perception by adjacent neighbors.
    - 2. Services (including all utility access, aboveground equipment, and trash containers) shall be located on an alley when present, or in the rear of the lot for those lots without alley access.
    - 3. No explosive, toxic, combustible or flammable materials in excess of what would be allowed incidental to normal residential use shall be stored or used on the premises.

- e. *Frontage standards.* Each live/work unit shall be designed so that social areas (e.g., living room, family room, dining room, etc.), rather than sleeping and service rooms, are oriented toward the fronting street.
  - f. *Building size and massing standards.*
    - 1. The maximum height of live/work structures in the CBD shall be subject to the review and approval of the planning commission; however, at no time shall the height of a live/work structure exceed three stories.
    - 2. Buildings on corner lots shall be designed with two front facades.
  - g. *Prohibited commercial uses in live/work units.*
    - 1. Entertainment, drinking, and public eating establishments.
    - 2. Veterinary services, including grooming and boarding, and the breeding or care of animals for hire or for sale.
    - 3. Adult-oriented businesses, astrology, palmistry, massage, head shops, and similar uses.
    - 4. Sales, repair or maintenance of vehicles, including automobiles, boats, motorcycles, aircraft, trucks, or recreational vehicles.
    - 5. Trade of private schools. This excluded private instruction of up to two students at any one time (e.g., music lessons, tutoring)
- (6) *Public outdoor markets.* In the interest of promoting business by increasing activity and improving the general business climate in the central business area, the city manager or his designee may issue permits to operate public outdoor markets for the retail sale of farm produce and products and other items such as floral items, craft products, and antiques subject to the following conditions:
- a. A sketch plan showing the boundaries of the market area and its relationship to nearby buildings, parking areas and public streets shall be submitted.
  - b. A public outdoor market may be permitted if the city manager or his designee determines the use will not:
    - 1. Interfere with the use of the street or a parking area for pedestrian or vehicular travel.
    - 2. Unreasonably interfere with the view of, access to, or use of property in close proximity to the market.
    - 3. Cause damage to the street or to sidewalks, parking areas, trees, benches, landscaping or other objects located in the vicinity.
    - 4. Cause a violation of any state or local laws.
    - 5. If located on or adjacent to an existing parking lot, cause a reduction in parking which impacts negatively on the uses for which the parking lot serves.
  - c. All construction shall conform to existing building codes and regulations of the city and shall not be permanent.
  - d. Adequate trash receptacles shall be provided at convenient locations throughout the market area. All refuse, produce and materials shall be removed by each operator of a location in the market area prior to or at the close of the market each day.
  - e. The use of public areas such as streets, parking lots, parks, etc., for a public outdoor market shall require the approval of the city council. For the use of such areas, the city may require liability insurance and property damage coverage naming the city as an insured party.

(8) *Accessory structures.* Accessory structures and uses customarily incident to the above uses, provided such structures and uses are located on the same zoning lot as a permitted use.

(Code 1988, § 11-44; Ord. No. 95-03, 11-21-1995; Ord. No. 96-5, § 901, 3-5-1996; Ord. No. ZOA-2015-01, § 901, 4-21-2015)

Sec. 50-231. - Required conditions.

(a) Outdoor cafes or restaurants shall provide off-street parking in keeping with the same standards as specified for similar indoor facilities in section 50-450.

(b) See article XIV of this chapter, schedule of regulations, limiting the height and bulk of buildings, the minimum size of lot by permitted land use, and providing minimum yard setback requirements.

(Ord. No. 96-5, § 900, 3-5-1996; Ord. No. ZOA-2015-01, § 902, 4-21-2015)

Secs. 50-232—50-255. - Reserved.

## ARTICLE IX. - GB GENERAL BUSINESS DISTRICTS

Sec. 50-256. - Preamble.

The GB General Business Districts are designed to provide for all the same uses allowed in the CBD Central Business District, along with a variety of other more diverse businesses often located to serve passerby traffic.

(Ord. No. 96-5, art. X, preamble, 3-5-1996; Ord. No. ZOA-2015-02, 4-21-2015)

Sec. 50-257. - Principal uses permitted.

In a general business district, no building or land shall be used and no building shall be erected except for one or more of the following specified uses unless otherwise provided in this article:

- (1) Any use permitted and as regulated in the CBD district as principal uses permitted and uses subject to special conditions.
- (2) New automobile sales or showroom and any accessory parking or outdoor sales are subject to the conditions under section 50-258(1).
- (3) Bus passenger stations.
- (4) Mortuary establishments.
- (5) Private clubs or lodge halls.
- (6) Governmental offices or other governmental uses; public utility offices, exchanges, transformer stations, pump stations and service yards, but not including outdoor storage.
- (7) Clinics (medical, dental and veterinary).
- (8) Retail cold storage establishments.
- (9) Laundry and dry cleaning establishments.
- (10) Indoor recreation centers such as bowling alleys, skating rinks, billiard parlors, establishments for the operation of amusement devices, or dance halls when conducted within a completely enclosed building.

Open-air business uses such as, but not limited to, retail sales of live plant materials not grown on the site; lawn furniture; playground equipment; and other home garden supplies.

- (12) Storage of materials or goods to be sold at retail, provided such storage is within a building or is enclosed so as not to be visible to the public from any abutting nonindustrial district or public street.
- (13) Offices and showrooms of plumbers, electricians, decorators or similar trades, in connection with which not more than 25 percent of the floor area of the building or part of the building occupied by such establishment is used for making, assembling, remodeling, repairing, altering, finishing or refinishing its products or merchandise, and provided that the ground floor premises facing upon and visible from any abutting street shall be used only for entrances, offices or display. All storage of materials on any land shall be within the confines of the building or part thereof occupied by such establishment.
- (14) Newspaper printing plants.
- (15) Other uses which are similar to the above uses and subject to the following conditions:
  - a. All businesses shall promote development that meets the goals of the city's current master plan: Providing successful, vibrant, and attractive commercial centers with unique offerings; sustaining well-maintained and desirable neighborhoods; offering plentiful leisure and recreational opportunities, abundant pedestrian connections, aesthetically pleasing roads, and greenspaces; and serving as a destination for emerging business and entrepreneurs.
  - b. The City of Algonac's current master plan's goals and objectives shall be considered at the time of request for permitting other uses under this subsection, including those submitted pursuant to the city's planned development district ordinance, Code section 50-356 et seq.
- (16) Accessory structures and uses customarily incident to the above permitted uses provided such structures and uses are located on the same zoning lot as a permitted use.

(Ord. No. 96-5, § 1000, 3-5-1996; Ord. No. ZOA-2015-02, § 1000, 4-21-2015; Ord. No. 2022-04, § 1, 12-20-2022)

#### **Sec. 50-258. - Uses subject to special conditions.**

The following uses shall be permitted after a public hearing held in accordance with section 50-546 by the planning commission if the commission, upon review of the plans, finds that the plans meet the conditions herein required, together with such other conditions as may be imposed to carry out the purposes of this article, subject to the conditions hereinafter imposed for each use:

- (1) Outdoor sales space for exclusive sale of boats, automobiles or house trailers, subject to the following:
  - a. Ingress and egress to the outdoor sales area shall be at least 60 feet from the intersection of any two streets.
  - b. The lot or area shall be provided with durable and dustless surface and shall be graded and drained so as to dispose of all surface water accumulated with the area.
  - c. No major repair or major refinishing shall be done on the lot; however, auto repair garages may be permitted, subject to the following:
    - 1. In no case shall the building be located closer than 40 feet to residentially zoned land.
    - 2. Outdoor storage of wrecked automobiles or junk shall be prohibited.
- (2) Business in the character of a drive-in, subject to the following:

a.

A setback of at least 60 feet from the street right-of-way line of any existing or future land use plan street must be maintained.

- b. Ingress and egress points shall be located at least 60 feet from the intersection of any two streets.
- (3) Commercially used outdoor recreational space for children's amusement parks, miniature golf courses, subject to the following:
  - a. Children's amusement parks must be fenced on all sides with a four-foot wall or fence.
  - b. Adequate parking shall be provided off the road right-of-way and shall be fenced with a four-foot six-inch wall or fence where adjacent to the use.
- (4) Gasoline service station, subject to the following:
  - a. 100 feet of street frontage on the lot proposed for the gasoline service station shall be provided on the principal street serving the station. The lot shall contain not less than 10,000 square feet of lot area.
  - b. All buildings shall be set back not less than 40 feet from all street right-of-way lines. Canopies over pump islands may be set back not less than 20 feet from street right-of-way lines.
  - c. Gasoline pumps, air and water hose stands and other appurtenances shall be set back not less than 15 feet from all street right-of-way lines.
  - d. Driveway widths entering the filling station shall have a maximum width of 35 feet. Curb openings for such driveways shall not exceed 50 feet in length.
  - e. Curb cuts shall be no closer than ten feet to any adjoining property and shall be no closer than 25 feet to any corner of two intersecting street right-of-way lines. Any two driveways shall be separated by an island at least 20 feet long.
  - f. The angle of intersection of any driveway shall not be less than 60 degrees, unless acceleration or deceleration lanes are provided.
  - g. Curbs in accordance with standard municipal specifications shall be constructed on all streets adjacent to the gasoline service station site.
  - h. Prohibited activities include, but are not limited to, the following: vehicle body repair, painting, tire recapping engine rebuilding, auto dismantling, upholstery work, auto glass work, and such other activities whose external physical effects could adversely extend beyond the property line. The storage of wrecked automobiles on the site shall be obscured from public view. No automobiles or vehicle of any kind shall be stored in the open for a period exceeding one week.
  - i. All restroom doors shall be shielded from adjacent streets and residential districts.
- (5) Adult entertainment facilities subject to the provisions of section 50-465.
- (6) Minor automotive repair businesses such as muffler shops, shock absorber replacement shops, tire stores, undercoating shops and minor engine repair shops, subject to the following conditions:
  - a. Access to such use shall be directly to a major or collector street or shall be to a minor street which has direct access to an abutting major or collector street.
  - b. Access to and from such use shall not be cause for traffic to utilize residential streets.
  - c. Outdoor storage of parts or materials shall be prohibited unless such storage is within a fenced and obscured area which meets all setback requirements.
  - d.

Vehicles shall not be allowed to be stored outside the building for more than 48 hours unless awaiting repair for which a "work order," signed by the owner of the vehicle, is posted in the vehicle so as to be visible from outside the vehicle.

- e. Areas for off-street parking required for customer use shall not be utilized for the storage of vehicles awaiting repair.
- f. All vehicle servicing or repair, except minor repairs such as, but not limited to, tire changing and headlight changing shall be conducted within a building.
- g. Suitable containers shall be provided and utilized for the disposal of used parts and such containers shall be screened from public view.
- h. A six-foot obscuring wall shall be provided and maintained on those property lines adjacent to or abutting a residential district.

(7) Automobile carwash subject to the following:

- a. All buildings shall have a front yard setback of not less than 50 feet.
- b. All washing facilities shall be within a completely enclosed building.
- c. Vacuuming and drying areas may be located outside the building but shall not be in the required front yard and shall not be closer than 25 feet from any residential district.
- d. All cars required to wait for access to the facilities shall be provided space off the street right-of-way and parking shall be provided in accordance with sections 50-450 and 50-451.
- e. Ingress and egress points shall be located at least 60 feet from the intersection of any two streets.
- f. All off-street parking and waiting areas shall be hard surfaced and dust free.
- g. All lighting shall be shielded and directed away from adjacent residential districts.
- h. A four-foot six-inch completely obscuring wall shall be provided where abutting to a residential district.

(8) Arcades.

(9) Accessory buildings and uses customarily incident to any of the above permitted uses provided such structures and uses are located on the same zoning lot as a permitted use.

(Code 1988, § 11-44; Ord. No. 95-03, 11-21-1995; Ord. No. 96-5, § 1001, 3-5-1996; Ord. No. ZOA-2015-02, § 1001, 4-21-2015)

Sec. 50-259. - Required conditions.

See article XIV of this chapter, schedule of regulations, limiting the height and bulk of buildings, the minimum size of lot by permitted land use and providing minimum yard setback requirements.

(Ord. No. 96-5, § 1002, 3-5-1996; Ord. No. ZOA-2015-02, § 1002, 4-21-2015)

Secs. 50-260—50-281. - Reserved.



## Sec. 50-545. - Special land uses.

- (a) Whenever a special land use, namely, uses subject to special conditions, is requested pursuant to [sections 50-82, 50-112, 50-142, 50-172, 50-230, 50-284 and 50-453](#), then the provisions and conditions of this section shall apply in addition to the provisions and conditions of the other aforesaid sections and the following sections.
- (b) The planning commission shall have the authority to grant special land use permits and to attach conditions to a permit. Only those uses listed in [sections 50-82, 50-112, 50-142, 50-172, 50-230, 50-258, 50-284 and 50-453](#) shall be considered for special land use permit review and approval.
- (c) Application for a special land use permit shall be made by filing the application form, required information, and required fee with the building inspector. The fee shall be set by resolution by the city council, except that no fee shall be required for a special land use permit application for the construction of a single-family residence or of any governmental body or agency. No part of the fee shall be returnable to the applicant. The building inspector shall transmit a copy of the application and submitted information to the planning commission.
- (d) An application for a special land use permit shall contain the following information:
  - (1) The applicant's name, address, e-mail address and telephone number.
  - (2) The names, and addresses of all record owners and proof of ownership.
  - (3) The applicant's interest in the property and if the applicant is not the fee-simple owner, the owner's signed authorization for the application.
  - (4) Legal description, address, and tax parcel number of the property.
  - (5) A scaled and accurate survey drawing correlated with a legal description and showing all existing buildings, drives, and other improvements.
  - (6) A detailed description of the proposed use.
  - (7) A site plan, if requested by the planning commission, which plan shall meet all the requirements of [section 50-462](#).
- (e) The planning commission shall review the particular circumstances and facts of each proposed use in terms of the following standards and required findings, and with respect to any additional standards set forth in this article. The planning commission shall find and report adequate data, information, and evidence showing that the proposed use meets all required standards:
  - (1) Will be harmonious, and in accordance with the objectives, intent, and purpose of this article.
  - (2) Will be compatible with a natural environment and existing and future land uses in the vicinity.
  - (3) Will be compatible with the city master plans.
  - (4) Will be served adequately by essential public facilities and services, such as highways, streets, police and fire protection, drainage ways and structures, refuse disposal, or that the persons or agencies responsible for the establishment of the proposed use shall be able to provide adequately for such services.
  - (5) Will not be detrimental, hazardous, or disturbing to existing or future neighboring uses, persons, property, or the public welfare.
  - (6) Will not create additional requirements at public costs for public facilities and services that will be detrimental to the economic welfare of the community.
- (f) The planning commission shall approve, approve with conditions, or deny special land use permit application. The planning commission's decision, the basis for their decisions, and all conditions imposed, shall be described in a written statement which shall be made a part of the record of the meeting.
- (g) In granting a special land use permit, the planning commission shall impose any conditions it deems necessary to achieve the objective and standards of this chapter, the standards of the Michigan zoning enabling act, Public Act No. 110 of 2006 (MCL 125.3101 et seq.), and the public health, safety, and welfare of the city. Failure to comply with such conditions shall be considered a violation of this article. An approved special land use permit, including all conditions, shall run with the parcel in the approval and shall remain unchanged except upon the consent of the planning commission. Any such changes shall be entered into city records and recorded in the minutes of the planning commission meeting at which the action occurred. The procedures required for an original application shall be followed with respect to any proposed changes.
- (h) An application for a special land use permit which has been denied wholly or in part by the planning commission shall not be resubmitted for a period of 365 days from the date of denial, except upon the consent of the planning commission to be valid.
- (i) A special conditional use approval runs with the land until such time as the use designated in the "approval" is changed by the occupant. The land then reverts back to only the uses permitted in that specific zoning district.
- (j) The decision of the planning commission with respect to a special land use permit shall not be appealable to the board of appeals.

(Ord. No. 96-5, § 1804, 3-5-1996)

**State Law reference—** Special land uses, MCL 125.3502 et seq.

## Sec. 50-546. - Hearings; matters to be considered.



In making any recommendations or approvals on special land uses, conditional uses, planned development districts, single family cluster developments or other matters authorized by law, the planning commission and the city council, where its approval is also required, shall consider and apply the following standards:

- (1) Whether or not the use involved is consistent with and promotes the intent and purpose of this article.
- (2) Whether or not the use involved is compatible with adjacent uses of land, the natural environment, and the capacities of public services and facilities affected by the land use.
- (3) Whether or not the use involved is consistent with the public health, safety and welfare of the city.

(Ord. No. 96-5, § 1805, 3-5-1996)

### **Sec. 50-547. - Conditions for approval.**

Reasonable conditions may be required in conjunction with the approval of a special land use, conditional use, planned development district, single family cluster development or other land uses or activities permitted by discretionary decision. The conditions may include conditions necessary to insure that public services and facilities affected by a proposed land use or activity will be capable of accommodating increased service and facility loads caused by the land use or activity, to protect the natural environment and conserve natural resources and energy, to ensure compatibility with adjacent uses of land, and to promote the use of land in a socially and economically desirable manner.

- (1) Conditions imposed shall do the following:
  - a. Be designed to protect natural resources, the health, safety and welfare, as well as the social and economic well-being of those who will use the land use or activity under consideration, residents and landowners immediately adjacent to the proposed land use or activity, and the community as a whole.
  - b. Be reasonably compatible with the city's master plan for future land use.
  - c. Be related to the valid exercise of the policy power and purposes which are affected by the proposed use or activity.
  - d. Be necessary to meet the intent and purpose of the zoning regulations, be related to the standards established in this article for the land use or activity under consideration, and be necessary to insure compliance with those standards.
- (2) The conditions imposed with respect to the approval of a land use or activity shall be recorded in the record of the approval action and shall remain unchanged except upon the mutual consent of the approving authority and the landowner. The approving authority shall maintain a record of changes granted in conditions.

(Ord. No. 96-5, § 1806, 3-5-1996)

**Sec. 50-581. - Use variances prohibited.**

- (a) The zoning board of appeals is hereby prohibited from granting a use variance for a use not permitted within a particular zoning district. A use variance would allow a landowner to use the land for a purpose which is otherwise not permitted or is prohibited by the applicable zoning district regulations.
- (b) The zoning board of appeals shall only be authorized to issue dimensional or non-use variances in strict accordance with section 50-580.

(Ord. No. 96-5, § 1908, 3-5-1996; Ord. No. ZOA-2015-03, § 1908, 4-21-2015)



## Special Land Use Application

BY: .....

Application No. 2025-01

### 1. APPLICANT

☐ is the owner ☒ has an option to purchase ☐ is buying on land contract

Name Christopher Harelik Street Address 2541 St. Clair River Dr.

City Algonac State MI Zip Code 48001 Cell Phone 586-267-8100

Home Phone \_\_\_\_\_ Email Address topguntowing01@gmail.com

### 2. PROPERTY OWNER

Name Brian Borawski Street Address 1213 Market St.

City Algonac State MI Zip Code 48001 Cell Phone 810-335-0692

Home Phone \_\_\_\_\_ Email Address beehemath@att.net

### 3. PROPERTY DESCRIPTION 875 Norfolk St. (01-119-0050-000) .389

Property Address: 455 State St. Sidwell No: 74-01-111-0016 Acreage: .186

Property is located on the West side of State Road between Pte. Tremble and Worfolk Roads.

### 4. DESCRIBE PROPOSED USE.

please see attached for R# 4-10

### 5. EXPLAIN HOW PROPOSED USE IS HARMONIOUS WITH OBJECTIVES, INTENT & PURPOSE OF ZONING ORDINANCE.

### 6. EXPLAIN HOW PROPOSED USE WILL BE COMPATIBLE WITH NATURAL ENVIRONMENT AND EXISTING AND FUTURE LAND USES IN THE VICINITY.

### 7. EXPLAIN HOW PROPOSED USE WILL BE COMPATIBLE WITH THE CITY MASTER PLAN.

### 8. EXPLAIN HOW PROPOSED USE WILL BE SERVED ADEQUATELY BY STREETS, POLICE AND FIRE, WATER, SANITARY SEWER, STORM SEWER, & REFUSE, OR HOW YOU WILL PROVIDE FOR SUCH SERVICES.

9. EXPLAIN HOW PROPOSED USE WILL NOT BE DETRIMENTAL, HAZARDOUS, OR DISTURBING TO EXISTING OR FUTURE NEIGHBORING USES, PERSONS, PROPERTY OR THE PUBLIC WELFARE.

10. EXPLAIN HOW PROPOSED USE WILL NOT CREATE ADDITIONAL PUBLIC COSTS FOR PUBLIC FACILITIES AND SERVICES THAT WILL BE DETRIMENTAL TO THE ECONOMIC WELFARE OF THE COMMUNITY.

**11. SIGNATURES REQUIRED**

Applicant Signature:  Date: 5-19-25

Property Owner Signature:  Date: 5-19-25

**12. ATTACHMENTS REQUIRED**

- ☒ Documentation verifying ownership or interest in property (i.e. warranty deed, land contract, lease, etc.).
- ☒ Legal description(s).
- ☒ A scaled and accurate survey drawing correlated with a legal description and showing all existing buildings, drives, and other improvements.
- ☐ A site plan, if requested by the planning commission.
- ☒ Application Fee per Ordinance

**PLEASE NOTE:**

- ☐ Application and required attachments must be submitted at least 21 days prior to the Planning Commission meeting.
- ☐ The city is required by law to publish notification of the special land use request not less than fifteen (15) days prior to the Planning Commission meeting.
- ☐ The city is also required to mail the public notice to all persons to whom real property is assessed within 300 feet of the boundary of the property not less than fifteen (15) days prior to the Planning Commission meeting.

#### **4. DESCRIBE PROPOSED USE.**

Top Gun Towing will utilize the building for office operations and vehicle maintenance in the garage, while the secured fenced yard will serve as an impound lot for storing vehicles out of public view, ensuring efficient management of towing and storage activities. Should the fence need a height extension beyond the six foot requirement, we will take care of this.

#### **5. EXPLAIN HOW PROPOSED USE IS HARMONIOUS WITH OBJECTIVES, INTENT & PURPOSE OF ZONING ORDINANCE.**

Top Gun Towing business aligns well with the objectives, intent, and purpose of Algonac zoning ordinances by contributing to a vibrant and safe community through proper property maintenance and adherence to standards that ensure health and safety. It supports the city's goal of promoting a diverse mix of uses by providing essential services that cater to both residents and businesses, thereby enhancing the area's economic vitality. Moreover, by operating within well-defined general business zoning boundaries, the tow business helps balance community interests—serving the needs of vehicle owners and the public while respecting residential and commercial zones—ultimately fostering a harmonious environment where various stakeholders' needs are addressed, and the overall well-being of Algonac is preserved. Top Gun Towing will serve the community's needs without disrupting the intended land use patterns, reinforcing the ordinance's purpose of balanced, safe, and sustainable growth in Algonac.

#### **6. EXPLAIN HOW PROPOSED USE WILL BE COMPATIBLE WITH NATURAL ENVIRONMENT AND EXISTING AND FUTURE LAND USES IN THE VICINITY.**

Operating Top Gun Towing from an existing general business district ensures it complements nearby uses without disrupting residential or natural areas. Additionally, the fenced in and gravel yard will further mitigate visual and noise impacts, fostering a harmonious relationship with the environment and supporting sustainable growth aligned with future land development plans.

## **7. EXPLAIN HOW PROPOSED USE WILL BE COMPATIBLE WITH THE CITY MASTER PLAN.**

Operating Top Gun Towing business in Algonac aligns with the city's master plan by supporting its goals for maintaining transportation infrastructure, ensuring public safety, and fostering local economic development. Tow services are essential for quick roadside assistance, vehicle recovery, and maintaining safe roadways, which complements the city's emphasis on transportation efficiency and safety.

The master plan highlights the scarcity of business opportunities as a major concern for citizens, indicating that economic development and job creation are pressing issues in the city. Supporting local startups such as Top Gun Towing, can contribute to the community's economic vitality by providing jobs and supporting local businesses, aligning with Algonac's vision of sustainable growth and infrastructure resilience.

According to the master plan, nearly half of the community disagreed that blight is effectively addressed by the city, which is why addressing blight is one of the city's biggest priorities. Top Gun Towing offers professional vehicle removal services, helping to eliminate nuisance vehicles and equipment by securely storing them out of sight within enclosed fenced areas, thereby contributing to a cleaner and safer community environment.

Allowing Top Gun Towing to operate from 455 State Street aligns with Algonac's strategic goal of fostering a business-friendly community by revitalizing underutilized properties, attracting new businesses, and supporting entrepreneurship and innovation, thereby promoting economic development and growth within the city.

## **8. EXPLAIN HOW PROPOSED USE WILL BE SERVED ADEQUATELY BY STREETS, POLICE AND FIRE, WATER, SANITARY SEWER, STORM SEWER, & REFUSE, OR HOW YOU WILL PROVIDE FOR SUCH SERVICES.**

In Algonac's general business district, a tow business will be adequately supported by essential city services such as streets, police, and fire departments, which ensure safe access, rapid emergency response, and security, while water, sanitary sewer, and storm sewer systems provide necessary infrastructure for daily operations and environmental management. Refuse services facilitate proper disposal of waste materials, essential for maintaining cleanliness and compliance with health standards.

Together, these services create a safe, accessible, and well-maintained environment conducive to the tow business's operational needs, public safety, and community health, ensuring the business can function efficiently and responsibly within the urban infrastructure.

**9. EXPLAIN HOW PROPOSED USE WILL NOT BE DETRIMENTAL, HAZARDOUS, OR DISTURBING TO EXISTING OR FUTURE NEIGHBORING USES, PERSONS, PROPERTY OR THE PUBLIC WELFARE.**

Top Gun Towing can ensure it is not detrimental, hazardous, or disturbing to neighboring uses, persons, property, or the public welfare by implementing strict safety protocols, operating an impound yard within designated hours to minimize noise disturbance, maintaining well-maintained equipment to prevent accidents, and adhering to local regulations and environmental standards. Additionally, establishing clear signage, providing proper training to staff, and engaging with the community can foster good relationships and reduce disruptions. Properly locating the tow operations away from the main road and ensuring efficient traffic flow can also prevent congestion and safety hazards, thereby safeguarding the well-being of the public and surrounding properties.

**10. EXPLAIN HOW PROPOSED USE WILL NOT CREATE ADDITIONAL PUBLIC COSTS FOR PUBLIC FACILITIES AND SERVICES THAT WILL BE DETRIMENTAL TO THE ECONOMIC WELFARE OF THE COMMUNITY.**

Operating Top Gun Towing from an existing building and yard in the general business district of Algonac is unlikely to create additional public costs for public facilities and services because the current infrastructure can support the business without requiring significant upgrades or increased usage of public resources. The business will primarily utilize private property for operations, reducing strain on public roads, utilities, and emergency services. Furthermore, since the facility is already established within a commercial zone, it aligns with local land use plans, minimizing potential negative impacts such as traffic congestion or environmental degradation, thereby safeguarding the community's economic welfare.

## 455 State St. - Legal Description

LOT 80 & THAT PART OF LOT 81 LYING N OF A LINE JOINING A PTE IN E LOT LINE 3.96' S OF NE COR WITH A PTE IN W LINE 29.41' S OF NW COR ALGONAC ASSESSORS PLAT NO 1 SEC 10 T2N R16E --> Subject to Recorded Easements and Restrictions of record; may have been abbreviated.

## Details

Parcel ID: Full  
74011110016000  
Parcel ID: Dashes  
74-01-111-0016-000  
Parcel ID: Local  
01-111-0016-000  
Historic Plate Card  
AW00531/533  
Described Acres  
N/A  
Mapped Acres  
0.186  
County: Owner Name  
BORAWSKI BRIAN M  
County: Physical Address  
455 STATE ST  
County: Owner Address  
1213 MARKET ST  
County: Owner City  
ALGONAC



0012-000

0014-000

0073-000

0072-000

Side St

1000

00145-000

0049-000

0050-000

00145-000

0016-000



This map is a user generated static output from a free Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

WGS\_1984\_Web\_Mercator\_Auxiliary\_Sphere  
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Electronics Group Ltd.

1:564

THIS MAP IS NOT TO BE USED FOR NAVIGATION

### Legend

- Road Labels**
  - Major Road Lines**
    - Freeway
    - Freeway Ramp
    - Highway
    - Major Arterial
    - Minor Arterial
    - Unnamed Roads
  - Municipal Boundaries**
  - Best Known with Splits for 202**
  - Tax Parcel Labels**
  - 2025 Parcels with Splits for 20:**
  - Parcels: Tax Year 2025**
  - Close Spot Location
  - General Parcel Location
  - Sections, Plats, Condos and M Communities**
  - Condo Plans**
    - Red: Band\_1
    - Green: Band\_2
    - Blue: Band\_3
  - Plats and Subdivisions**
    - Red: Band\_1
    - Green: Band\_2
    - Blue: Band\_3

## Notes

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COMMERCIAL/INDUSTRIAL APPRAISAL RECORD CARD

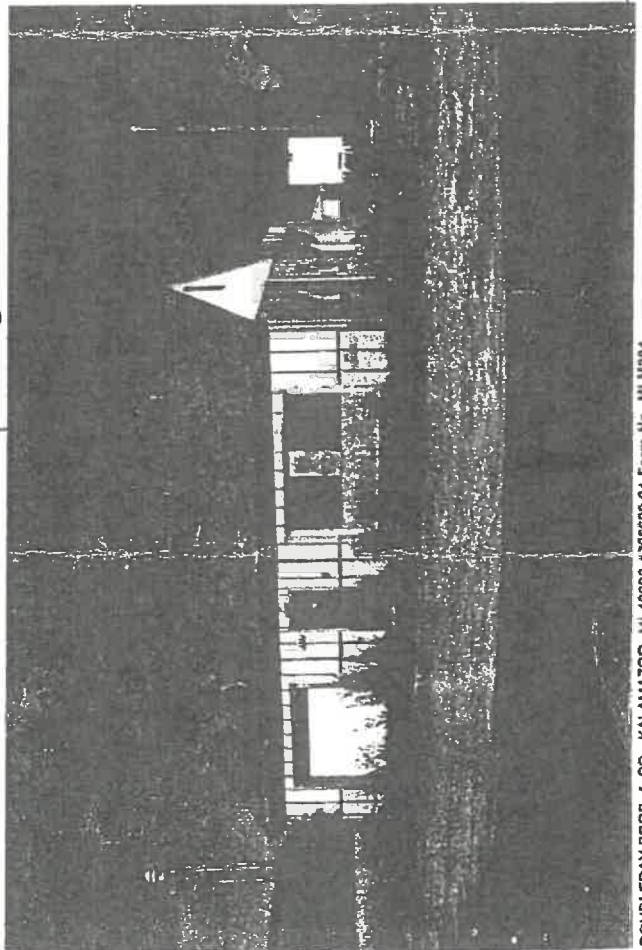
74-01 RAICH ANNA  
111 2336 ALGONA COURT  
0016-000 ALGONAC MI 48001 C 1/03/94

PROP ADDR: 455 STATE ST  
LOT 80 & THAT PART OF LOT 81 LYING N OF A LINE JOINING A PTE IN E LOT LINE 3.96' S OF NE COR WITH A PTE IN W LINE 29.41' S OF NW COR ALGONAC ASSESSORS PLAT NO 1 SEC 10 T2N R16E

DESCRIPTION AND LAND SKETCH



Bldg size is 40'x50'



DOUBLEDAY BROS. & CO., KALAMAZOO, MI 49002 #726699-34 Form No. MLM294

COUNTY OF ALGONAC		TOWNSHIP	
925 ST. CLAIR RIVER DR.		CITY	
ALGONAC, MICHIGAN 48001			
LIBER & PAGE	VERIFIED?	COUNTY TWP.	SECTION 1/4 OR SUBD.
74 01		111	0016
PROPERTY ADDRESS		PERMANENT PARCEL NUMBER	
455 state		000	
BUILDING OR ALTERATION PERMIT		DATE	
AMOUNT		\$	
		\$	

OCCUPANCY: 10-28-94 06.0173 = \$30,800

ZONING:

LAND VALUE COMPUTATIONS			
LOT SIZE	DEPTH FACTOR	EQUIV. FRONTAGE RATE	TRUE CASH VALUE
			\$
LAND IMPROVEMENTS NEW %			
TOTAL LAND PLUS IMPROVEMENTS \$			
TOTAL BUILDINGS \$			
TOTAL TRUE CASH VALUE \$			
PUBLIC IMPROVEMENTS			
YEAR	ASSESSED VALUATION	BOARD OF REVIEW	TAX TRIBUNAL
94	15000		
95	15000		
96	15000		
97	10000		
98	10000		
99	11000		

## 875 Norfolk - Legal Description

LOT 52 INC ALL OF VAC HENRIETTA ST ADJ ASSESSORS NORFOLK PLAT SEC 10 T2N R16E -->  
Subject to Recorded Easements and Restrictions of record; may have been abbreviated.

### Details

Parcel ID Number

74-01-119-0050-000

Historic Parcel Reference Card

AW00740A52

Nightly: Owner Name

BORAWSKI BRIAN M

OWNER2

N/A

County: Property Address

875 NORFOLK ST VL

OWNER\_CARE\_OF

N/A

County: Owner Address

1213 MARKET ST

County: Owner City

ALGONAC





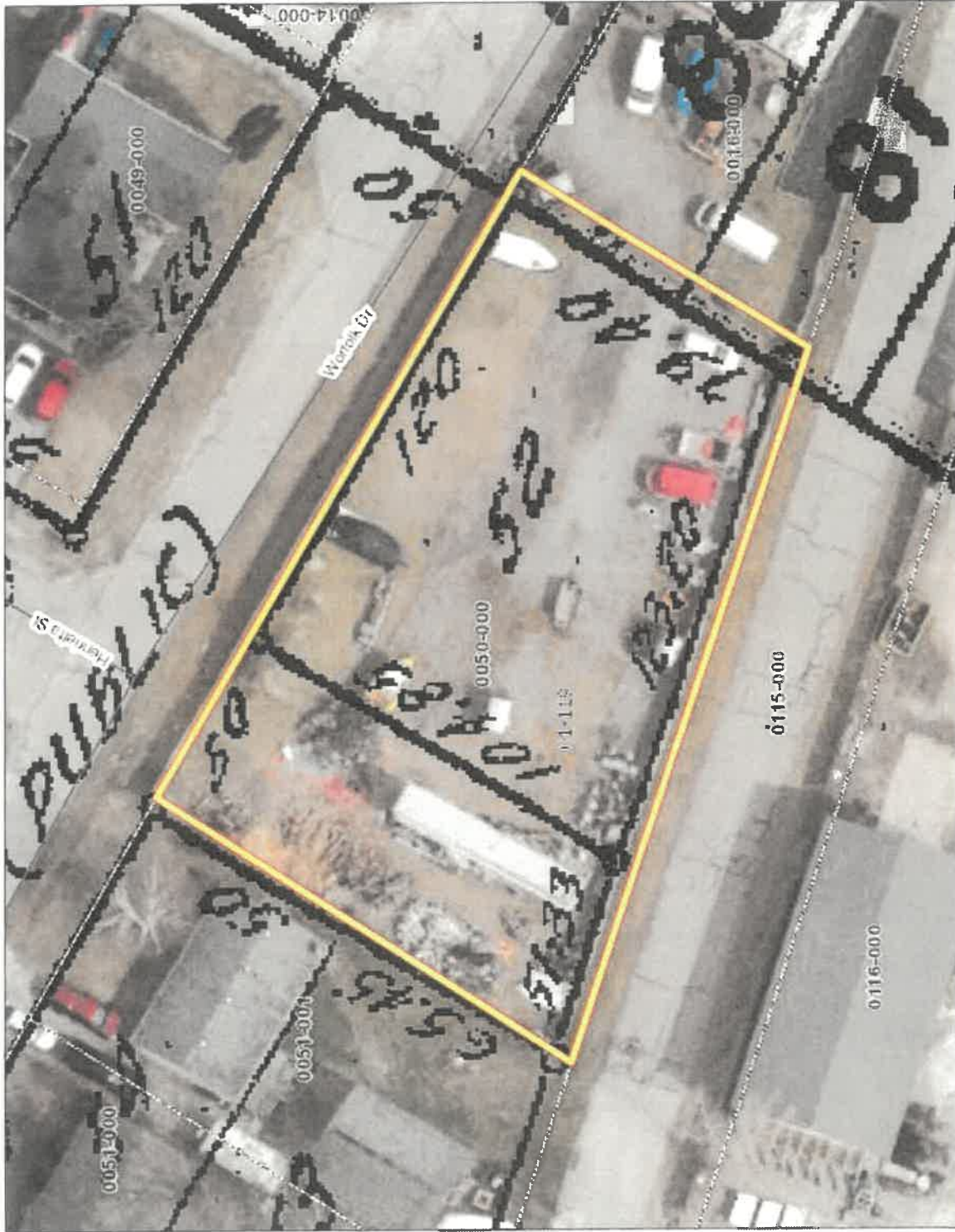


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...printed from the St. Clair County GeoCortex Suite of FREE Public Sites: <http://maps.stclaircounty.org>; visit <http://gis.stclaircounty.org> for details.



94.0 0 47.02 94.0 Feet

WGS\_1984\_Web\_Mercator\_Auxiliary\_Sphere

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1:564

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THIS MAP IS NOT TO BE USED FOR NAVIGATION

## Legend

### Road Labels

#### Major Road Lines

Freeway

Freeway Ramp

Highway

Major Arterial

Minor Arterial

Unnamed Roads

Municipal Boundaries

Best Known with Splits for 202

Tax Parcel Labels

2025 Parcels with Splits for 20:

Parcels: Tax Year 2025

Close Spot Location

General Parcel Location

Sections, Plats, Condos and M

Communities

Condo Plans

Red: Band\_1

Green: Band\_2

Blue: Band\_3

Plats and Subdivisions

Red: Band\_1

Green: Band\_2

Blue: Band\_3

## Notes

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May 16, 2025

To Whom it May Concern:

Christopher Harelik has my permission to submit the attached Special Land Use Application to the Algonac Planning Commission; requesting approval to operate Top Gun Towing from my property at 455 State St. and the adjoining fenced yard at 875 Worfolk St., which he is leasing with an option to buy. If you have any questions or concerns, please do not hesitate to contact me.

Kind Regards,

Brian Borawski

(586) 335-0692

A handwritten signature in black ink, appearing to read "Brian Borawski", written in a cursive style.

# MICHIGAN COMMERCIAL LEASE AGREEMENT

I. **THE PARTIES.** This Commercial Lease Agreement ("Agreement") made on May 1<sup>st</sup>, 2025 by and between:

Landlord: Brian Borawski, with a mailing address of 1213 Market St. Algonac MI 48001 ("Landlord") who agrees to lease the Premises to:

Tenant: Christopher Hareluk with a mailing address of 2541 St Clair River Dr. Algonac MI 48001 ("Tenant"), who agrees to rent the Premises under the following terms:

Collectively the Landlord and Tenant shall be known as the "Parties."

II. **DESCRIPTION OF LEASED PREMISES.** The Landlord agrees to lease to the Tenant the following described space:

Street Address: 455 State St Algonac MI 48001  
Square Feet: 40'x40'SF  
Type of Space: Commercial (retail, office, industrial, etc.)  
Other Description: fenced yard

Hereinafter known as the "Premises."

III. **USE OF LEASED PREMISES.** The Tenant agrees to use the Premises for: (check one)

☒ - All purposes legal under law.

☐ - Only the following purposes: \_\_\_\_\_  
Any change in the above-mentioned purposes of the Premises shall only be permitted upon the Landlord's prior written consent.

IV. **TERM OF LEASE.** The term of this Agreement shall be for a period of Month to Month commencing on May 1<sup>st</sup>, 2025 and expiring at midnight on \_\_\_\_\_, 20\_\_\_\_ ("Initial Term").

V. **SECURITY DEPOSIT.** The Tenant is: (check one)

☐ - **Not Required to Pay a Deposit.** There shall be no deposit required for the successful performance of this Agreement by the Tenant ("Security Deposit").

☒ - **Required to Pay a Deposit.** The Tenant is required to pay \$ 2000<sup>00</sup> and shall be due and payable in advance of the

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Landlord's Initials BB Tenant's Initials CH

Page 1

Term or at the signing of this Agreement ("Security Deposit"). The Security Deposit shall be held in escrow by the Landlord in a separate bank account as security for the successful performance of the terms and conditions of this Agreement. The Security Deposit may not be used to pay the last month's Rent unless written permission is granted by the Landlord.

- VI. **RENT.** The Tenant shall be obligated to pay \$ 2000<sup>00</sup> each month with the first payment due upon the commencement of this Agreement and each monthly installment payable thereafter on the 1<sup>st</sup> day of each month ("Due Date") after the Initial Term ("Base Rent"). The Base Rent shall also be applied to any pro-rata period when the Tenant occupies the Premises for less than a one (1) month period.

a.) Percentage Rent. In addition to the Base Rent, Tenant shall be: (check one)

☒ - **Not required** to make payments related to Tenant's sales or revenue ("Percentage Rent").

☐ - **Required to pay** \_\_\_\_\_ % of \_\_\_\_\_ (gross sales, net sales, etc.). Such payment shall be made with a receipt and proof of calculation and paid each: (check one)

- ☐ Monthly
- ☐ Quarterly
- ☐ Annually

The Base Rent and the Percentage Rent shall be referred collectively to as the "Rent."

- VII. **LATE FEE.** If Rent has not been paid on the Due Date, there shall be: (check one)

☐ - **No Late Fee.** The Tenant shall not be liable to pay a penalty for any late payment due under this Agreement.

☒ - **A Late Fee.** If the Rent is not paid within 1 days of the Due Date, the Landlord will charge a penalty in the following manner: (check one)

☒ - **Flat Fee.** The late fee shall be equal to \$ 75 and applied each ☒ occurrence ☐ day until the Rent is paid in full.

☐ - **Based on Interest.** The late fee shall be equal to the Rent Due with interest accumulating at a rate of \_\_\_\_\_ % per annum and applied each ☐ occurrence ☐ day until the Rent is paid in full.



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Page 2



All late payments made related to Rent shall be first applied to the late fee and all remaining amounts toward the outstanding Rent amounts.

**VIII. EXPENSES.** (check one)

☐ - **GROSS LEASE.**

It is recognized by both Parties that the Rent is the entirety of the payments to the Landlord. Therefore, the Tenant is not obligated to pay any additional expenses, which include utilities, real estate taxes, insurance (other than on the Tenant's personal property), charges, or expenses of any nature whatsoever in connection with the ownership and operation of the Premises. The Landlord shall be obligated to maintain the general exterior structure of the Premises, in addition, shall maintain all major systems such as the heating, plumbing, and electrical. The parking area shall be maintained by the Landlord, including the removal of any snow or environmental hazards as well as the grounds and lands surrounding the Premises. The Landlord shall maintain at their expense casualty insurance for the Premises against loss by fire which may or may not include any extended coverage. The Tenant will provide and maintain personal liability and property damage insurance as a lessee, at least to the limits of One Million Dollars (\$1,000,000.00), that will designate the Landlord as an "also named insured" and shall provide the Landlord with a copy of such insurance certification or policy prior to the effective date of this Agreement.

☒ - **MODIFIED-GROSS LEASE.**

**Tenant** shall be responsible for the following expenses:

Gas, water, electricity, yard maintenance, trash

**Landlord** shall be responsible for the following expenses:

taxes



Landlord's Initials BB Tenant's Initials CSA

Page 3

The Landlord and Tenant agree to the following **shared** expenses:

NA

☐ - **TRIPLE NET (NNN) LEASE.**

- a.) Operating Expenses. The Landlord shall have no obligation to provide any services, perform any acts, or pay expenses, charges, obligations, or costs of any kind whatsoever with respect to the Premises. The Tenant hereby agrees to pay one hundred percent (100%) of all Operating Expenses as hereafter defined for the Term of this Agreement and any extensions thereof in accordance with specific provisions hereinafter set forth. The term "Operating Expenses" shall include all costs to the Landlord of operating and maintaining the Premises and shall include, without limitation, real estate and personal property taxes and assessments, management fee(s), heating, air conditioning, HVAC, electricity, water, waste disposal, sewage, operating materials and supplies, service agreements and charges, lawn care, snow removal, restriping, repairs, repaving, cleaning and custodial, security, insurance, the cost of contesting the validity or applicability of any governmental acts which may affect operating expenses, and all other direct operating costs of operating and maintaining the Premises and related parking areas, unless expressly excluded from operating expenses.
- b.) Taxes. Tenant shall pay, during the Term of this Agreement, the real estate taxes, including any special taxes or assessments (collectively, the "taxes") attributable to the Premises and accruing during the Term. Tenant, at Landlord's option, shall pay to Landlord said taxes on a monthly basis, based on one-twelfth (1/12) of the estimated annual amount for taxes. Taxes for any fractional calendar year during the Term hereof shall be prorated. In the event the Tenant does not make any tax payment required hereunder, Tenant shall be in default of this Agreement.
- c.) Insurance. Tenant shall maintain, at all times during the Initial Term of this Agreement, comprehensive general liability insurance in an insurance company licensed to do business in the State in which the Premises are located and that is satisfactory to Landlord, properly protecting and indemnifying Landlord with single limit coverage of not less than: (check all that apply)



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- ☐ - \$ \_\_\_\_\_ for injury or death.  
☐ - \$ \_\_\_\_\_ for property damage.  
☐ - \$ \_\_\_\_\_ for casualty insurance.

During the Term of this Agreement, Tenant shall furnish the Landlord with certificate(s) of insurance, in a form acceptable to Landlord, covering such insurance so maintained by Tenant and naming Landlord and Landlord's mortgagees, if any, as additional insured.

**IX. OPTION TO RENEW.** The Tenant may: (check one)

☐ - **Not Renew this Agreement.**

☒ - **Renew this Agreement.** The Tenant may have the option to renew this Agreement with a total of 12 renewal period(s) with each term being 0 year(s) 1 month(s), which may be exercised by giving written notice to the Landlord no less than 60 days prior to the expiration of this Agreement or renewal period thereafter ("Renewal Periods").

Rent for each Renewal Period shall: (check one)

☒ - Not increase.

☐ - Increase as calculated by multiplying the Rent by the annual change in the Consumer Price Index (CPI) published by the Bureau of Labor Statistics by the most recent publication to the option period start date.

☐ - Increase by \_\_\_\_\_ %

☐ - Increase by \$ \_\_\_\_\_

The Initial Term and any renewal periods mentioned shall be collectively referred to as the "Term."

**X. LEASEHOLD IMPROVEMENTS.** The Tenant agrees that no leasehold improvements, alterations, or changes of any nature (except for those listed on any attached addenda) shall be made to the leasehold premises or the exterior of the building without first obtaining the consent of the Landlord in writing, which consent shall not be unreasonably withheld, and thereafter, any and all leasehold improvements made to the Premises which become affixed or attached to the leasehold Premises shall remain the property of the Landlord at the expiration or termination of this Agreement. Furthermore, any leasehold improvements shall



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be made only in accordance with applicable federal, state, or local codes, ordinances, or regulations, having due regard for the type of construction of the building housing the subject leasehold Premises.

If the Tenant makes any improvements to the Premises, the Tenant shall be responsible for any costs associated, except the following:

N/A

Nothing in this Agreement shall be construed to authorize the Tenant or any other person acting for the Tenant to encumber the rents of the Premises or the interest of the Tenant in the Premises or any person under and through whom the Tenant has acquired its interest in the Premises with a mechanic's lien or any other type of encumbrance. Under no circumstance shall the Tenant be construed to be the agent, employee, or representative of Landlord. In the event a lien is placed against the Premises, through actions of the Tenant, Tenant will promptly pay the same or bond against the same and take steps immediately to have such lien removed. If the Tenant fails to have the lien removed, the Landlord shall take steps to remove the lien, and the Tenant shall pay Landlord for all expenses related to the lien and removal thereof and shall be in default of this Agreement.

- XI. DEFAULT AND POSSESSION.** In the event that the Tenant shall fail to pay said Rent, and expenses as set forth herein, or any part thereof, when the same is due and payable, or shall otherwise be in default of any other terms of said Agreement for a period of more than 15 days, after receiving notice of said default, then the parties hereto expressly agree and covenant that the Landlord may declare this Agreement terminated and may immediately re-enter said Premises and take possession of the same together with any of Tenant's personal property, equipment or fixtures left on the Premises which items may be held by the Landlord as security for the Tenant's eventual payment and/or satisfaction of rental defaults or other defaults of Tenant under this Agreement. It is further agreed that if the Tenant is in default, that the Landlord shall be entitled to take any and all action to protect its interest in the personal property and equipment, to prevent the unauthorized removal of said property or equipment which threatened action would be deemed to constitute irreparable harm and injury to the Landlord in violation of its security interest in said items of personal property. Furthermore, in the event of default, the Landlord may expressly undertake all reasonable preparations and efforts to release the Premises including, but not limited to, the removal of all inventory, equipment or leasehold improvements of the Tenant's, at the Tenant's expense, without the need to first procure an order of any court to do so, although obligated in the interim to undertake reasonable steps and procedures to safeguard the value of Tenant's

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property, including the storage of the same, under reasonable terms and conditions at Tenant's expense, and, in addition, it is understood that the Landlord may sue the Tenant for any damages or past Rents due and owing and may undertake all and additional legal remedies then available.

In the event any legal action must be instituted to enforce any terms or provisions under this Agreement, then the prevailing party in said action shall be entitled to recover a reasonable attorney's fee in addition to all costs of said action.

**XII. LICENSES AND PERMITS.** A copy of all local, state, or federal permits acquired by the Tenant which are required for the use of the Premises shall always be kept on-site and shall be readily accessible and produced to the Landlord and/or their agents or any local, state, or federal officials upon demand.

**XIII. OBLIGATIONS OF TENANT.** The Tenant shall be primarily responsible whenever needed for the maintenance and general pickup of the entranceway leading into the Premises so that this is kept in a neat, safe, and presentable condition. The Tenant shall also be responsible for all minor repairs and maintenance of the leasehold Premises, particularly those items which need immediate attention and which the Tenants, or their employees, can do and perform on their own, including but not limited to, the replacement of light bulbs, as well as the normal repair and cleaning of windows, cleaning, and clearing of toilets, etc., and the Tenant shall properly maintain the Premises in a good, safe, and clean condition. The Tenant shall properly and promptly remove all rubbish and hazardous wastes and see that the same are properly disposed of according to all local, state, or federal laws, rules, regulations, or ordinances.

In the event the structure of the Premises is damaged as a result of any neglect or negligence of Tenant, their employees, agents, business invitees, or any independent contractors serving the Tenant or in any way as a result of Tenant's use and occupancy of the Premises, then the Tenant shall be primarily responsible for seeing that the proper claims are placed with the Tenant's insurance company, or the damaging party's insurance company, and shall furthermore be responsible for seeing that the building is safeguarded with respect to said damage and that all proper notices with respect to said damage, are made in a timely fashion, including notice to the Landlord, and the party or parties causing said damage. Any damage that is not covered by an insurance company will be the liability of the Tenant.

The Tenant shall, during the Term of this Agreement, and in the renewal thereof, at its sole expense, keep the interior of the Premises in as good a condition and repair as it is at the date of this Agreement, reasonable wear and use excepted. This obligation would include the obligation to replace any plate glass damaged as a result of the neglect or acts of Tenant or her guests or invitees. Furthermore, the Tenant shall not knowingly commit nor permit to be committed any act or thing contrary to the rules and regulations prescribed from time to time by any

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federal, state, or local authorities and shall expressly not be allowed to keep or maintain any hazardous waste materials or contaminates on the Premises. Tenant shall also be responsible for the cost, if any, which would be incurred to bring her contemplated operation and business activity into compliance with any law or regulation of a federal, state, or local authority.

- XIV. INSURANCE.** In the event the Tenant shall fail to obtain the insurance required hereunder and fails to maintain the same in force continuously during the Term, Landlord may, but shall not be required to, obtain the same and charge the Tenant for same as additional Rent. Furthermore, Tenant agrees not to keep upon the Premises any articles or goods which may be prohibited by the standard form of fire insurance policy, and in the event, the insurance rates applicable to fire and extended coverage covering the Premises shall be increased by reason of any use of the Premises made by Tenant, then Tenant shall pay to Landlord, upon demand, such increase in insurance premium as shall be caused by said use or Tenant's proportionate share of any such increase.
- XV. SUBLET/ASSIGNMENT.** The Tenant may not transfer or assign this Agreement or any right or interest hereunder or sublet said leased Premises or any part thereof without first obtaining the prior written consent and approval of the Landlord.
- XVI. DAMAGE TO LEASED PREMISES.** In the event the building housing the Premises shall be destroyed or damaged as a result of any fire or other casualty which is not the result of the intentional acts or neglect of Tenant and which precludes or adversely affects the Tenant's occupancy of the Premises, then in every such cause, the Rent herein set forth shall be abated or adjusted according to the extent to which the leased Premises have been rendered unfit for use and occupation by the Tenant and until the demised Premises have been put in a condition at the expense of the Landlord, at least to the extent of the value and as nearly as possible to the condition of the Premises existing immediately prior to such damage. It is understood, however, in the event of total or substantial destruction to the Premises that in no event shall the Landlord's obligation to restore, replace or rebuild exceed an amount equal to the sum of the insurance proceeds available for reconstruction with respect to said damage.
- XVII. INDEMNIFICATION.** The Tenant hereby covenants and agrees to indemnify, defend, and hold the Landlord harmless from any and all claims or liabilities which may arise from any cause whatsoever as a result of Tenant's use and occupancy of the Premises, and further shall indemnify the Landlord for any losses which the Landlord may suffer in connection with the Tenant's use and occupancy or care, custody, and control of the Premises. The Tenant also hereby covenants and agrees to indemnify and hold harmless the Landlord from any and all claims or liabilities which may arise from any latent defects in the



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subject Premises that the Landlord is not aware of at the signing of the lease or at any time during the Term.

**XVIII. BANKRUPTCY - INSOLVENCY.** The Tenant agrees that in the event all or a substantial portion of the Tenant's assets are placed in the hands of a receiver or a Trustee, and such status continues for a period of 30 days, or should the Tenant make an assignment for the benefit of creditors or be adjudicated bankrupt; or should the Tenant institute any proceedings under the bankruptcy act or any amendment thereto, then such Agreement or interest in and to the leased Premises shall not become an asset in any such proceedings and, in such event, and in addition to any and all other remedies of the Landlord hereunder or by law provided, it shall be lawful for the Landlord to declare the Term hereof ended and to re-enter the leased land and take possession thereof and all improvements thereon and to remove all persons therefrom, and the Tenant shall have no further claim thereon.

**XIX. SUBORDINATION AND ATTORNMENT.** Upon request of the Landlord, Tenant will subordinate its rights hereunder to the lien of any mortgage now or hereafter in force against the property or any portion thereof, and to all advances made or hereafter to be made upon the security thereof, and to any ground or underlying lease of the property provided, however, that in such case the holder of such mortgage or the Landlord under such Agreement shall agree that this Agreement shall not be divested or in any way affected by foreclosure, or other default proceedings under the said mortgage, obligation secured thereby, or agreement, so long as the Tenant shall not be in default under the terms of this Agreement. Tenant agrees that this Agreement shall remain in full force and effect notwithstanding any such default proceedings under said mortgage or obligation secured thereby.

Tenant shall, in the event of the sale or assignment of Landlord's interest in the building of which the Premises form a part, or in the event of any proceedings brought for the foreclosure of, or in the event of exercise of the power of sale under any mortgage made by Landlord covering the Premises, attorn to the purchaser and recognize such purchaser as Landlord under this Agreement.

**XX. MISCELLANEOUS TERMS.**

- a.) Usage by Tenant. Tenant shall comply with all rules, regulations, and laws of any governmental authority with respect to use and occupancy. Tenant shall not conduct or permit to be conducted upon the Premises any business or permit any act which is contrary to or in violation of any law, rules or regulations and requirements that may be imposed by any authority or any insurance company with which the Premises is insured, nor will the Tenant allow the Premises to be used in any way which will invalidate or be in conflict with any insurance policies applicable to the building. In no event shall explosives or extra hazardous materials be



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taken onto or retained on the Premises. Furthermore, Tenant shall not install or use any equipment that will cause undue interference with the peaceable and quiet enjoyment of the Premises by other tenants of the building.

- b.) Signs. Tenant shall not place on any exterior door, wall, or window of the Premises any sign or advertising matter without Landlord's prior written consent and the approval of the local municipality. Thereafter, Tenant agrees to maintain such sign or advertising matter as first approved by Landlord in good condition and repair. Furthermore, Tenant shall conform to any uniform, reasonable sign plan or policy that the Landlord may introduce with respect to the building. Upon vacating the Premises, Tenant agrees to remove all signs and to repair all damages caused or resulting from such removal.
- c.) Pets. Unless otherwise stated in this Agreement, the only pets that shall be allowed on the Premises are those needed legally due to a disability or handicap. *Dogs Are Allowed*
- d.) Condition of Premises/Inspection by Tenant. The Tenant has had the opportunity to inspect the Premises and acknowledges with its signature on this Agreement that the Premises are in good condition and comply in all respects with the requirements of this Agreement. Furthermore, the Landlord makes no representation or warranty with respect to the condition of the Premises or its fitness or availability for any particular use, and the Landlord shall not be liable for any latent or patent defect therein. Furthermore, the Tenant represents that Tenant has inspected the Premises and is leasing and will take possession of the Premises with all current fixtures present in their "as is" condition as of the date hereof.
- e.) Right of Entry. It is agreed and understood that the Landlord and its agents shall have the complete and unencumbered right of entry to the Premises at any time or times for purposes of inspecting or showing the Premises and for the purpose of making any necessary repairs to the building or equipment as may be required of the Landlord under the terms of this Agreement or as may be deemed necessary with respect to the inspection, maintenance or repair of the building.

**XXI. ESTOPPEL CERTIFICATE.** Tenant at any time and from time to time, upon at least ten (10) days prior notice by Landlord, shall execute, acknowledge and deliver to Landlord, and/or to any other person, firm, or corporation specified by Landlord, a statement certifying that this Agreement is unmodified and in full force and effect, or if this Agreement has been modified, then that the same is in full force and effect except as modified and stating the modifications, stating the dates to which the Rent have been paid, and stating whether or not there exists



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any default by Landlord under this Agreement and, if so, specifying each such default.

**XXII. HOLDOVER.** Should Tenant remain in possession of the Premises after the cancellation, expiration, or sooner termination of this Agreement, or any renewal thereof, without the execution of a new agreement or addendum, such holding over in the absence of a written agreement to the contrary shall be deemed, if Landlord so elects, to have created and be construed to be a tenancy from month to month, terminable upon thirty (30) days' notice by either party.

**XXIII. WAIVER.** Waiver by Landlord of a default under this Agreement shall not constitute a waiver of a subsequent default of any nature.

**XXIV. GOVERNING LAW.** This Agreement shall be governed by the laws in the state of Michigan.

**XXV. NOTICES.** Payments and notices shall be addressed to the following:

Landlord

Name: Brian Borawski  
Address: 1213 Market St. Algona MI 48001  
Phone: 810 335 0692  
E-Mail: beeheymuth@att.net

Tenant

Name: Christopher Hareluk  
Address: 2541 St. Clair River Dr. Algona MI 48001  
Phone: 519 267 3100  
E-Mail: TopGunTowing01@gmail.com

**XXVI. AMENDMENT.** No amendment of this Agreement shall be effective unless reduced to writing and subscribed by the parties with all the formality of the original.

**XXVII. BINDING EFFECT.** This Agreement and any amendments thereto shall be binding upon the Landlord and the Tenants and/or their respective successors, heirs, assigns, executors, and administrators.

**XXVIII. ADDITIONAL TERMS & CONDITIONS.**

Rent For May 1st 2025 is Not due. Rent starts June 1st 2025

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

Landlord's Signature:  Date: 5-4-25  
Print Name: Brian Borawski

Tenant's Signature:  Date: 5-4-25  
Print Name: Christopher Harelik

# City of Algonac Planning Commission



July 9, 2025

## **NOTICE OF PUBLIC HEARING**

This is to notify you that the Algonac Planning Commission will meet on **Monday, July 28, 2025 at 6:00 p.m.** at city hall located at 805 St. Clair River Drive, Algonac, Michigan, to hold a Public Hearing for a Request for Special Land Use at 455 State Street & 875 Worfolk to operate a towing company salvage yard. This meeting is open to the public.

Notice of this public hearing has been sent via first class mail to all property owners of record within the 300-foot radius of **455 State Street, Algonac, Michigan** to give them an opportunity to attend the hearing where pertinent information will be presented regarding the consideration of the request.

The current zoning is general business district (Sec. 50-256). A towing company salvage yard is not a permitted principal use in a general business district (Sec. 50-257) or a central business district (Sec. 50-229).

Anyone wishing to comment on this request may do so at the meeting during public comment, or in writing prior to the meeting. Written comments can be emailed to the City Clerk at [cityclerk@cityofalgonac.org](mailto:cityclerk@cityofalgonac.org), or delivered to City Hall at 805 St. Clair Drive, Algonac, MI 48001, to the attention of the City Clerk, prior to July 28<sup>th</sup>.

If you have any questions, please contact the City Clerk at the email above, or by calling 810.794.9361 x6.

Lisa Borgacz  
City Clerk

74-01-111-0011-000 WHITMER JENNIE 533 STATE ST ALGONAC, MI 48001	74-01-111-0012-000 KIZY MIKE, KIZY KIZY 49420 JEFFERSON CHESTERFIELD TWP, MI 48047	74-01-111-0013-000 RYNIAK INVESTMENT PROP LLC 946 HOWARD ALGONAC, MI 48001
74-01-111-0014-000 CORBAT WAYNE J H/W PATRIC 8932 MARINE CITY HWY CASCO, MI 48064	74-01-111-0016-000 BORAWSKI BRIAN M 1213 MARKET ALGONAC, MI 48001	74-01-111-0070-000 MC DONALD'S ALGONAC C/O DIETER SCHULZ 3060 COMMERCE STE 2 FORT GRATIOT, MI 48059-3878
74-01-111-0072-000 PANICH SAVANNAH 452 STATE ST ALGONAC, MI 48001-1616	74-01-111-0073-000 BLESSED RENTALS 1 LLC 9635 ESTER GREEN CLAY, MI 48001	74-01-111-0074-000 BLESSED RENTALS 1 LLC 9635 ESTER GREEN CLAY, MI 48001
74-01-111-0075-000 GEROW FINLEY/DEANNA 508 STATE ST ALGONAC, MI 48001-1618	74-01-111-0076-000 NAGY JESSE J, NAGY JOEY 510 STATE ST ALGONAC, MI 48001	74-01-111-0076-025 LOPEZ TERRA, LOPEZ KIARA M 516 STATE ST ALGONAC, MI 48001
74-01-111-0077-000 LUKAS CHARLES 530 STATE ST ALGONAC, MI 48001	74-01-119-0044-000 RESIDENT 520 HENRIETTA ST ALGONAC, MI 48001	74-01-119-0045-000 KIZI MANOUIL, KIZI IKHLAS 19068 WICKLOW DR MACOMB, MI 48044
74-01-119-0048-000 CHOLAGN LLC 54318 BIRCHFIELD DR E UTICA, MI 48316	74-01-119-0049-000 CHOLAG NASH 54318 BIRCHFIELD DR E UTICA, MI 48316	74-01-119-0050-000 BORAWSKI BRIAN M 1213 MARKET ALGONAC, MI 48001
74-01-119-0051-000 CLEMONS JULIE L & DAVID 9445 NELLY CT CLAY, MI 48001	74-01-119-0051-001 SULLIVAN MICHAEL & SHANNON 903 WORFOLK ST ALGONAC, MI 48001	74-01-119-0052-000 NAGY ZOLTAN MICHAEL/ARNEIL JANET 501 HENRIETTA ST
74-01-119-0053-000 RESIDENT 507 HENRIETTA ALGONAC, MI 48001-1225	74-01-119-0054-000 CONROY BENJAMIN 513 HENRIETTA ST ALGONAC, MI 48001	74-01-119-0055-000 MARCANGELO RANDY 515 HENRIETTA ST ALGONAC, MI 48001
74-01-119-0056-000 PRAY STEPHEN H 517 HENRIETTA ST ALGONAC, MI 48001	74-01-119-0069-000 504 FASSETT LLC 9955 DIXIE HWY FAIR HAVEN, MI 48023	74-01-119-0070-000 FELSTER JERRY & ROSEMARY 7765 FARNSWORTH CLAY, MI 48001
74-01-119-0071-000 SMITH BEVERLY/SUSAN 500 FASSETT ST ALGONAC, MI 48001-1224	74-01-119-0073-000 MARINE JONATHAN/ JESSICA 59608 E BROCKTON NEW HAVEN, MI 48048	74-01-119-0115-000 SCC DPW 451 STATE ST ALGONAC, MI 48001-1615

74-01-119-0116-000  
CITY OF ALGONAC DPW  
453 STATE ST  
ALGONAC, MI 48001-1555  
74-01-121-0001-000  
TUZINOWSKI GERALD/SHIRLEY  
845 TOWNSEND CRESCENT W  
ALGONAC, MI 48001-1621  
74-01-121-0003-000  
SMITH EDWARD J/TRACY  
833 TOWNSEND CRESCENT W  
ALGONAC, MI 48001  
74-01-171-0007-000  
STUART ALLEN T/ JENNY  
5250 REDS WAY  
HOWELL, MI 48855  
74-01-111-0012-000  
RESIDENT  
521 STATE ST  
ALGONAC, MI 48001-1833  
74-01-111-0016-000  
RESIDENT  
455 STATE ST  
ALGONAC, MI 48001-1833  
74-01-119-0044-000  
RESIDENT  
520 HENRIETTA  
ALGONAC, MI 48001-1833  
74-01-119-0049-000  
RESIDENT  
502 HENRIETTA  
ALGONAC, MI 48001-1833  
74-01-119-0069-000  
RESIDENT  
504 FASSETT  
ALGONAC, MI 48001-1833  
74-01-119-0117-100  
OCCUPANT  
900 PTE TREMBLE  
ALGONAC, MI 48001-1833

74-01-119-0117-000  
WATERFORD 2828 LLC  
5839 MONROE STREET  
SYLVANIA, OH 43560  
74-01-121-0002-000  
SMITH JACOB ANDREW/ARLENE  
839 TOWNSEND CRESCENT W  
ALGONAC, MI 48001  
74-01-121-0047-050  
AVAJOR PROPERTY LLC  
6000 SHADYDALE  
UTICA, MI 48316  
74-01-171-0008-000  
KRAMER LAWRENCE E/PAUL E  
809 WORFOLK ST  
ALGONAC, MI 48001-1833  
74-01-111-0013-000  
RESIDENT  
515 STATE ST  
ALGONAC, MI 48001-1833  
74-01-111-0073-000  
RESIDENT  
454 STATE ST  
ALGONAC, MI 48001-1833  
74-01-119-0045-000  
RESIDENT  
510 HENRIETTA  
ALGONAC, MI 48001-1833  
74-01-119-0050-000  
RESIDENT  
875 WORFOLK  
ALGONAC, MI 48001-1833  
74-01-119-0073-000  
RESIDENT  
911 WORFOLK  
ALGONAC, MI 48001-1833  
74-01-121-0047-000  
OCCUPANT  
650 PTE TREMBLE  
ALGONAC, MI 48001-1833

74-01-119-0117-100  
SEAWAY COMMUNITY BANK  
175 THOMPSON  
BAD AXE, MI 48413  
74-01-121-0002-050  
RICKARD RANDALL  
843 TOWNSEND CRESCENT W  
ALGONAC, MI 48001-1621  
74-01-171-0006-000  
DUPAGE DYLAN/MILLER CASSY  
801 WORFOLK ST  
ALGONAC, MI 48001  
74-01-111-0014-000  
RESIDENT  
505 STATE ST  
ALGONAC, MI 48001-1833  
74-01-111-0074-000  
RESIDENT  
502 STATE ST  
ALGONAC, MI 48001-1833  
74-01-119-0048-000  
RESIDENT  
506 HENRIETTA  
ALGONAC, MI 48001-1833  
74-01-119-0070-000  
RESIDENT  
502 FASSETT  
ALGONAC, MI 48001-1833  
74-01-119-0117-000  
OCCUPANT  
800 PTE TREMBLE  
ALGONAC, MI 48001-1833  
74-01-171-0007-000  
OCCUPANT  
805 WORFOLK  
ALGONAC, MI 48001-1833

RESIDENT  
614 WORFOLK DR  
ALGONAC, MI 48001

JAMEL ABRAMS  
505 STATE ST  
ALGONAC, MI 48001

JAMIE HASSLER  
505 STATE ST  
ALGONAC, MI 48001

RESIDENT  
515 STATE ST  
ALGONAC, MI 48001

CHRISTOPHER HARELIK  
2541 ST. CLAIR RIVER DR  
ALGONAC, MI 48001



Public Search Lite

maps.stclaircounty.org/Html5/index.html?viewer=Public\_Lite&query=PARCEL\_NUMBER=%2774-01-111-0016-000%27

QVF

MAMC

The Official Website...

eLearning center

Michigan Legislature...

mmi

Google Search

Imported

Documents-Or-De...

SCC Clerk

Facebook

Algonac Communit...

All Bookmarks

Welcome to the Basic Viewer: 2010 Aerial

Click on any neighbor parcel to view ownership

Found Parcel: View Detail Click >> ...

County's Best Known Information


Tax ID: 74-01-111-0016-000

Owner(s): BORAWSKI BRIAN M

Address: 455 STATE ST

Click for Equalization Record

Click for Interactive Map



Map and parcel lines are not to scale. Overlapping for a better view.

Click or Tap on a Neighbor Parcel for Ownership

Displaying 1 - 1 (Total: 1)

Page 1 of 1

Found Parcel View Det...


Type here to search

Search...

405 PM 5/19/2025

St. Clair County GIS | SCOT | SEN | COG | FLIGHT

China's economy slo...



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**NOTICE OF PUBLIC HEARING  
OF THE  
CITY OF ALGONAC  
PLANNING COMMISSION**

Notice is hereby given that the City of Algonac Planning Commission will hold a Public Hearing at a special meeting on **Monday, July 28, 2025** to hear comments on the request for Special Land Use at 455 State Street (74-01-111-0016).

The meeting is open to the public and will be held at Algonac City Hall, 805 St. Clair River Drive, at 6:00 p.m. Citizens may comment during the Public Hearing portion of the meeting. Citizens wishing to provide written comments prior to the Public Hearing may do so via e-mail at [cityclerk@cityofalgonac.org](mailto:cityclerk@cityofalgonac.org), via first class mail or in person at 805 St. Clair River Drive, Algonac, MI 48001.

Lisa Borgacz  
City Clerk

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