

# **BIRMINGHAM CITY COMMISSION AGENDA**

**APRIL 12, 2021**

**7:30 P.M.**

**VIRTUAL MEETING**

**ZOOM MEETING ID: 655 079 760**

## **I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE**

Pierre Boutros, Mayor

## **II. ROLL CALL**

Alexandria Bingham, City Clerk

## **III. PROCLAMATIONS, CONGRATULATORY RESOLUTIONS, AWARDS, APPOINTMENTS, RESIGNATIONS AND CONFIRMATIONS, ADMINISTRATION OF OATHS, INTRODUCTION OF GUESTS AND ANNOUNCEMENTS.**

### **Announcements**

- Liz Trombley, Director of Constituent Services and District Outreach for Sen. Mallory McMorrow.
- Proclamation Condemning Any and All Violence or Discrimination Against a Person Based on Race, Color, Natural Origin, Religion, Gender, Age or Disability.

## **IV. OPEN TO THE PUBLIC FOR MATTERS NOT ON THE AGENDA**

## **V. CONSENT AGENDA**

All items listed on the consent agenda are considered to be routine and will be enacted by one motion and approved by a roll call vote. There will be no separate discussion of the items unless a commissioner or citizen so requests, in which event the item will be removed from the general order of business and considered under the last item of new business.

- A. Resolution to approve the City Commission meeting minutes of March 22, 2021.
- B. Resolution to approve the warrant list, including Automated Clearing House payments, dated March 24, 2021, in the amount of \$530,224.21
- C. Resolution to approve the warrant list, including Automated Clearing House payments, dated March 31, 2021, in the amount of \$341,598.97
- D. Resolution to approve the warrant list, including Automated Clearing House payments, dated April 7, 2021, in the amount of \$845,806.53
- E. Resolution to approve a request from the Huntington Disease Society of America-MI Chapter to hold Yoga in the Park in Shain Park on June 26, 2021 contingent upon compliance with all permit and insurance requirements and payment of all fees and, further pursuant to any modifications or event cancellation that may be deemed necessary by administrative staff, leading up to or at the time of the event, due to public health and safety measures.

- F. Resolution to award the project for Birmingham Museum Phase I Heritage Zone Landscape Improvement Project to Worry Free Outdoor Services, Inc. in the amount of \$33,400.00, to be charged to the Allen House Other Contractual Services account, #101-804.002-811.0000 and further; to approve the appropriation and budget amendment to the fiscal year 2020-2021 General Fund and Capital Projects Fund budgets as follows:

General Fund

Revenues:

101-000.000-400.0000 Draw from Fund Balance	\$(15,000)
101-000.000-699.0401 Transfer in Capital Projects Fund	\$ 15,000
Total Revenue	<u>\$ -0-</u>

Capital Projects Fund

Revenues:

401-000.000-400.0000 Draw from Fund Balance	\$15,000
---	----------

Expenditures:

401-804.001-999.0101 transfer to General Fund	\$15,000
---	----------

- G. Resolution to approve the purchase of the Larvicide material from Clarke Mosquito Control in the amount not to exceed \$9,987.78. Further, to waive the normal bidding requirements based on the government regulated pricing for this type of material. Funds for this purchase will come from the Sewer Fund-Operating Supplies Account #590-536.002-729.0000.
- H. Resolution to approve the purchase of one (1) 2021 Ford F-150 Responder Crew Cab 4x4 from Gorno Ford through the State of Michigan MIDEAL extendable purchasing contract #071B7700181 in the amount not to exceed \$39,692.00. Funds for this purchase are available in the Auto Equipment Fund account #641-441.006.971.0100.
- I. Resolution to confirm the City Manager's credit card purchase authorization for the Blazer Brass .40 S&W training ammunition expenditure in the amount of \$4,544.57 from BULKAMMO.COM; further to charge this emergency expenditure to account number 101-301.000-734.0000.
- J. Resolution to set a public hearing date for May 10, 2021 to consider a Final Site Plan and Special Land Use Permit Amendment for 211 S. Old Woodward to allow the change in ownership of the Class C liquor license in use at Birmingham 8 Theater from Birmingham Theatro, LLC to CH Birmingham, LLC.



- K. To award the Grant Street Paving Project #1-21(P), to DiPonio Contracting, Inc. contingent upon execution of the agreement and meeting all insurance and bonding requirements. In the amount of \$1,139,199.00, to be charged to the following accounts:

		Bid Amount	
Sewer Fund, Pub. Imp.	590-536.001-981.0100	\$	405,675.00
Water Fund, Lead			
Water Service Repl.	591-537.005-811.0000	\$	3,000.00
Water Fund, Pub. Imp.	591-537.004-981.0100	\$	240,931.00
Major Streets Fund	202-449.001-981.0100	\$	489,593.00
TOTAL		\$	1,139,199.00

To approve the appropriation and amendment to the fiscal year 2020-2021 Sewer Fund budget as follows:

Sewer Fund

Revenues:		
590-000.000-400.0000	Draw from Net Position	<u>\$245,675</u>
Total Revenue		<u>\$245,675</u>
Expenses:		
590-536.001-981.0100	Public Improvement	<u>\$245,675</u>
Total Expenses		<u>\$245,675</u>

To approve the appropriation and amendment to the fiscal year 2020-2021 Water Fund budget as follows:

Water Fund

Revenues:		
591-000.000-400.0000	Draw from Net Position	<u>\$30,931</u>
Total Revenue		<u>\$30,931</u>
Expenses:		
591-537.004-981.0100	Public Improvement	<u>\$30,931</u>
Total Expenses		<u>\$30,931</u>

To approve the appropriation and amendment to the fiscal year 2020-2021 Major Street Fund budget as follows:

Major Streets Fund

Revenues:		
202-000.000-400.0000	Draw from Fund Balance	<u>\$60,768</u>
Total Revenue		<u>\$60,768</u>
Expenses:		
202-449.001-981.0100	Public Improvement	<u>\$60,768</u>
Total Expenses		<u>\$60,768</u>

Also, to authorize the Mayor to sign the contract on behalf of the City.

- L. Resolution to adopt a resolution for the City Commission to meet on Monday, May 10, 2021, at 7:30 P.M., for the purpose of conducting a Public Hearing of Necessity for the replacement of sewer and water services within the Grant Street Paving project area.

Be it further RESOLVED, that the City Commission meet on Monday, May 24, 2021 at 7:30 P.M. for the purpose of conducting a Public Hearing on Confirmation of the Roll for the replacement of sewer and water services in the Grant Street Paving project area.

## **VI. UNFINISHED BUSINESS**

- A. Resolution To approve the use of 8 parking spaces in the right-of-way adjacent to the property located at 670 S. Old Woodward to help fulfill the parking requirements per Article 4, section 4.43 (G)(4) of the Zoning Ordinance.

- B. Public Hearing continued – Status Update - Lavery.

## **VII. NEW BUSINESS**

- A. Resolution to confirm the City Manager's authorization for the emergency expenditure related to the replacement of the water main across the BBAC parking lot by Bidigare Contractors, for a cost not to exceed for \$54,500.00 to be charged to the Public Improvements account #591-537.004- 981.0100, pursuant to Sec. 2-286 of the City Code.
- B. Resolution To waive the competitive bidding requirement and to authorize an expenditure in the amount of \$6,982 to Kropf Mechanical, Inc., for replacement of the Hunter House HVAC unit; \$1,000 to be charged to the Hunter House Equipment Maintenance account, #101-804.001-933.0200; and to approve the budget amendment to reduce Allen House Other Contractual Services account, #101-804.002-811.0000 by \$5,982 and increase Hunter House Equipment Maintenance account #101-804.001-933.0200 by \$5,982.

### General Fund

#### Expenditures:

101-804.001-933.0200	\$1,000
101-804.001-933.0200	5,982
101-804.002-811.0000	<u>(5,982)</u>
Total Expenditures	\$6,982

- C. Resolution to award the Birmingham Ice Arena Renovation and Addition project to General Contractor C.E. Gleeson Constructors, Inc. in the amount of \$4,891,200.00. Also, to approve the Owner Contingency amount of \$391,296.00 and the related soft costs for \$515,110.00. Funds are available in the Capital Projects Fund account #401-901.001- 977.0000 and the Parks System Construction Fund account #408-752.000-977.0000 for this project. Further, to authorize the Mayor and City Clerk to sign the agreement on behalf of the City upon receipt of the required insurances.
- D. Resolution to release 38 graves in section B, rows 17-C, 16-C, 15-C, and 14-A to be available for purchase in Greenwood Cemetery.
- E. Resolution to APPROVE the proposed lot split/rearrangement of 300 S. Old Woodward to allow for 3,104.39 sq.ft. on the western edge of 300 S. Old Woodward to be split from the existing parcel, and added to the parcel known as 294 E. Brown Street;

AND

To APPROVE the proposed lot split/rearrangement of 294 E. Brown Street to divide the existing parcel into two parcels, to allow for 1,962.79 sq.ft. on the eastern edge of the parcel to be split and added to the parcel at 394 S. Old Woodward;

AND

To APPROVE the proposed lot combination of 300 – 394 S. Old Woodward to create a larger rectangular parcel 20,201.08 sq.ft. in size on S. Old Woodward running south of E. Brown Street to Daines, subject to the following conditions:

1. All outstanding taxes and special assessments due on 300 S. Old Woodward must be paid in full; and
2. Both 300 S. Old Woodward and 394 S. Old Woodward are approved for rezoning to D-4 in the Downtown Overlay District, or the height of the proposed building to is reduced to 68' and a use variance is obtained from the Board of Zoning Appeals for the use of the fourth floor as a restaurant.

OR

To DENY the proposed lot split/rearrangement of 300 S. Old Woodward, based on the following conditions that adversely affect the interest of the public and of the abutting property owners: \_\_\_\_\_.

AND

To DENY the proposed lot split of 294 E. Brown Street, based on the following conditions that adversely affect the interest of the public and of the abutting property owners:\_\_\_\_\_.

AND

To deny the lot combination of 300 – 394 S. Old Woodward as proposed based on the following conditions that adversely affect the interest of the public and of the abutting property owners: \_\_\_\_\_.

- F. Resolution to refer this matter to the Parks and Recreation Board for their review, discussion and recommended actions about designating a portion of the Chesterfield Fire Station property as a City Park and provide formal park naming procedures. Further, to consider potential park site amenities and budget implications in order to undertake such endeavor.
- G. Resolution to direct \_\_\_\_\_ bistro application(s) to the Planning Board for full site plan and design and Special Land Use Permit review.

OR

To take no action on any bistro applications at this time.

- H. Commission discussion on items from prior meeting.
  - 1. Builder developer street damage. Issues, costs, remedial action and payment proposal.
- I. Commission Items for Future Discussion. A motion is required to bring up the item for future discussion at the next reasonable agenda, no discussion on the topic will happen tonight.

<b>VIII. REMOVED FROM CONSENT AGENDA</b>
--

<b>IX. COMMUNICATIONS</b>
---------------------------

## **X. REPORTS**

- A. Commissioner Reports
  - 1. Notice of Intention to appoint to the Board of Building Trade Appeals
  - 2. Notice of Intention to appoint to the Martha Baldwin Park Board
- B. Commissioner Comments
- C. Advisory Boards, Committees, Commissions' Reports and Agendas
  - 1. Ethics Board opinion 2021-01 - Kucharek
  - 2. Ethics Board opinion 2021-03 – Holland v. Sherman
- D. Legislation
- E. City Staff
  - 1. Indexing of Fees
  - 2. Prior Communications with Restoration Hardware

## **INFORMATION ONLY**

## **XI. ADJOURN**

*NOTICE: Individuals requiring accommodations, such as mobility, visual, hearing, interpreter or other assistance, for effective participation in this meeting should contact the City Clerk's Office at (248) 530-1880 (voice), or (248) 644-5115 (TDD) at least one day in advance to request mobility, visual, hearing or other assistance.*

*Las personas que requieren alojamiento, tales como servicios de interpretación, la participación efectiva en esta reunión deben ponerse en contacto con la Oficina del Secretario Municipal al [\(248\) 530-1880](tel:(248)530-1880) por lo menos el día antes de la reunión pública. (Title VI of the Civil Rights Act of 1964).*



## City of Birmingham

### Proclamation

#### **Condemning Any and All Violence or Discrimination Against a Person Based on Race, Color, Natural Origin, Religion, Gender, Age or Disability**

- WHEREAS,** Recent acts of violence or discrimination against Asian Americans, people of the Jewish faith, members of the LGBTQ community, women and other fellow Americans has further eroded our confidence as a nation that all people are equal as citizens of the United States; and
- WHEREAS,** As public servants, we, the Mayor, the City Commission and City Staff, have an even greater responsibility to prevent, respond and act against violence, discrimination, bias, hatred and racism because when the unacceptable becomes the norm in our society, the safety of all are threatened; and
- WHEREAS,** The City condemns all forms of violence or discrimination and supports and protects all residents and visitors no matter what their ethnicity, race, religion, sexual orientation, gender or disability; and
- WHEREAS,** The Mayor, City Commission and City Staff wholeheartedly condemn the actions and injustices that have again wrought division and crisis in our County, State and national communities and across our United States; and
- THEREFORE BE IT RESOLVED,** That I, Pierre Boutros, Mayor for the City of Birmingham, Michigan, proclaim that the City will maintain constantly vigilant with regard to its own policies and actions and do everything in its power to make certain that Birmingham is and will remain a welcoming City opposed to acts of violence or discrimination against a fellow human being based on Race, Color, Natural Origin, Religion, Gender, Age or Disability.

On Behalf of the City of Birmingham, this 12<sup>th</sup> day of April, 2021,

Pierre Boutros, Mayor

*151 Martin Street • P.O. Box 3001 • Birmingham, MI 48012-3001 (248)  
530-1800 • Fax (248) 530-1080 • [www.bhamgov.org](http://www.bhamgov.org)*

## **PROCLAMATION**

**Birmingham City Commission**

**Minutes March 22, 2021**

**7:30 P.M.**

**Virtual Meeting**

**Meeting ID: 655 079 760**

**Vimeo Link: <https://vimeo.com/event/3470/videos/521225901/>**

**I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE**

Pierre Boutros, Mayor, opened the meeting with the Pledge of Allegiance.

**II. ROLL CALL**

Alexandra Bingham, City Clerk, called the roll.

Present: Mayor Boutros (location: Boca Raton, FL)  
Mayor Pro Tem Longe (location: Birmingham, MI)  
Commissioner Baller (location: Denver, CO)  
Commissioner Hoff (location: Birmingham, MI)  
Commissioner Host (location: Birmingham, MI)  
Commissioner Nickita (location: Birmingham, MI)  
Commissioner Sherman (location: Birmingham, MI)

Absent: None

Administration: City Manager Markus, City Clerk Bingham, Police Chief Clemence, City Attorney Kucharek, Planning Director Ecker, Finance Director Gerber, Interim HR Director/Assistant City Manager Hock, Building Official Johnson, City Attorney Kucharek, DPS Director Wood

**III. PROCLAMATIONS, CONGRATULATORY RESOLUTIONS, AWARDS, APPOINTMENTS, RESIGNATIONS AND CONFIRMATIONS, ADMINISTRATION OF OATHS, INTRODUCTION OF GUESTS AND ANNOUNCEMENTS.**

**Appointments**

Elyse Germack, applicant for the Parks and Recreation Board, was not in attendance.

Jessica Newman, applicant for the Parks and Recreation Board, was interviewed by the Commission. She was nominated by Commissioner Sherman. Since Ms. Carmona, Ms. Collins, and Mr. Rusche were nominated before Ms. Newman, and were voted into the three available positions on the Parks and Recreation Board, no vote was taken on Ms. Newman's candidacy.

**03-064-21 Appointment of Heather Carmona to the Parks and Recreation Board**

The Commission interviewed Heather Carmona for the appointment.

**MOTION:** Nomination by Commissioner Nickita:  
To appoint Heather Carmona to the Parks and Recreation Board as a regular member to serve a three-year term to expire March 13, 2024.

ROLL CALL VOTE: Ayes, Commissioner Nickita  
Commissioner Hoff  
Commissioner Host  
Commissioner Sherman  
Mayor Pro-Tem Longe  
Mayor Boutros  
Commissioner Baller

Nays, None

### **03-065-21 Appointment of Susan Collins to the Parks and Recreation Board**

The Commission interviewed Susan Collins for the appointment.

**MOTION:** Nomination by Mayor Pro Tem Longe:  
To appoint Susan Collins to the Parks and Recreation Board as a regular member to serve a three-year term to expire March 13, 2024.

ROLL CALL VOTE: Ayes, Mayor Pro-Tem Longe  
Commissioner Hoff  
Commissioner Host  
Commissioner Nickita  
Mayor Boutros  
Commissioner Baller

Nays, Commissioner Sherman

### **03-066-21 Appointment of John Rusche to the Parks and Recreation Board**

The Commission interviewed John Rusche for the appointment.

**MOTION:** Nomination by Commissioner Host:  
To appoint John Rusche to the Parks and Recreation Board as a regular member to serve a three-year term to expire March 13, 2024.

ROLL CALL VOTE: Ayes, Commissioner Host  
Commissioner Hoff  
Commissioner Sherman  
Mayor Pro-Tem Longe  
Commissioner Nickita  
Mayor Boutros  
Commissioner Baller

Nays, None



### **03-067-21 Appointment of Jacqueline Patt to the Museum Board**

The Commission interviewed Jacqueline Patt for the appointment.

**MOTION:** Nomination by Commissioner Hoff:  
To appoint Jacqueline Patt to the Museum Board as a regular member to serve a three-year term to expire July 5, 2023.

ROLL CALL VOTE: Ayes, Commissioner Hoff  
Commissioner Host  
Commissioner Sherman  
Mayor Pro-Tem Longe  
Commissioner Nickita  
Mayor Boutros  
Commissioner Baller

Nays, None

### **03-068-21 Appointment of Katie Schafer to the Multi-Modal Transportation Board**

The Commission interviewed Katie Schafer for the appointment.

**MOTION:** Nomination by Commissioner Nickita:  
To appoint Katie Schafer as a regular member to the Multi-Modal Transportation Board to serve a three-year term to expire March 24, 2024.

ROLL CALL VOTE: Ayes, Commissioner Nickita  
Commissioner Hoff  
Commissioner Host  
Commissioner Sherman  
Mayor Pro-Tem Longe  
Mayor Boutros  
Commissioner Baller

Nays, None

### **03-069-21 Appointment of Doug White to the Multi-Modal Transportation Board**

The Commission interviewed Doug White for the appointment.

**MOTION:** Nomination by Mayor Pro Tem Longe:  
To appoint Doug White as a regular member to the Multi-Modal Transportation Board to serve a three-year term to expire March 24, 2024.

ROLL CALL VOTE: Ayes, Mayor Pro-Tem Longe  
Commissioner Hoff  
Commissioner Host  
Commissioner Sherman  
Commissioner Nickita

Mayor Boutros  
Commissioner Baller

Nays, None

### **03-070-21 Appointment of J. Bryan Williams to the Planning Board**

The Commission interviewed J. Bryan Williams for the appointment.

**MOTION:** Nomination by Commissioner Host:  
To appoint J. Bryan Williams to the Planning Board as a regular member to serve a three-year term to expire March 28, 2024.

ROLL CALL VOTE: Ayes, Commissioner Host  
Commissioner Hoff  
Commissioner Sherman  
Mayor Pro-Tem Longe  
Commissioner Nickita  
Mayor Boutros  
Commissioner Baller

Nays, None

### **03-071-21 Appointment of Stuart Jeffares to the Planning Board**

The Commission interviewed Stuart Jeffares for the appointment.

**MOTION:** Nomination by Mayor Pro Tem Longe:  
To appoint Stuart Jeffares to the Planning Board as a regular member to serve a three-year term to expire March 28, 2024.

ROLL CALL VOTE: Ayes, Mayor Pro-Tem Longe  
Commissioner Hoff  
Commissioner Host  
Commissioner Sherman  
Commissioner Nickita  
Mayor Boutros  
Commissioner Baller

Nays, None

### **03-072-21 Appointment of Daniel Share to the Planning Board**

The Commission interviewed Daniel Share for the appointment.

**MOTION:** Nomination by Commissioner Nickita:  
To appoint Daniel Share to the Planning Board as a regular member to serve a three-year term to expire March 28, 2024.

ROLL CALL VOTE:     Ayes, Commissioner Nickita  
                                 Commissioner Hoff  
                                 Commissioner Host  
                                 Commissioner Sherman  
                                 Mayor Pro-Tem Longe  
                                 Mayor Boutros  
                                 Commissioner Baller

Nays, None

### **03-073-21 Appointment of R. David Eick to the Cablecasting Board**

The Commission interviewed R. David Eick for the appointment.

**MOTION:**     Nomination by Commissioner Host:  
To appoint R. David Eick to the Cablecasting Board as a regular member to serve a three-year term expiring March 30, 2024.

ROLL CALL VOTE:     Ayes, Commissioner Host  
                                 Commissioner Hoff  
                                 Commissioner Sherman  
                                 Mayor Pro-Tem Longe  
                                 Commissioner Nickita  
                                 Mayor Boutros  
                                 Commissioner Baller

Nays, None

### **03-074-21 Appointment of George Abraham to the Cablecasting Board**

The Commission interviewed George Abraham for the appointment.

**MOTION:**     Nomination by Mayor Pro Tem Longe:  
To appoint George Abraham to the Cablecasting Board as a regular member to serve a three-year term expiring March 30, 2024.

ROLL CALL VOTE:     Ayes, Mayor Pro-Tem Longe  
                                 Commissioner Hoff  
                                 Commissioner Host  
                                 Commissioner Sherman  
                                 Commissioner Nickita  
                                 Mayor Boutros  
                                 Commissioner Baller

Nays, None

Mayor Boutros thanked all the applicants and appointees.

#### **IV. OPEN TO THE PUBLIC FOR MATTERS NOT ON THE AGENDA**

In reply to Jonathon Hofley, Mayor Boutros said the Commission was aware of a letter sent by himself and former CM Valentine in the Summer of 2020 to RH.

In reply to David Bloom, Mayor Boutros said he could not recall whether the Commission was made aware of the aforementioned letter during a public meeting, and that he could not recall whether the Commission took official action to approve sending the letter.

Andrew Haig asked the City Attorney to, at some future date, provide a 'structured answer' explaining:

- How the City would have provided RH the terms and conditions offered in the aforementioned letter; and,
- Whether the Planning review process for RH would have been streamlined relative to the City's usual Planning review processes.

#### **V. CONSENT AGENDA**

All items listed on the consent agenda are considered to be routine and will be enacted by one motion and approved by a roll call vote. There will be no separate discussion of the items unless a commissioner or citizen so requests, in which event the item will be removed from the general order of business and considered under the last item of new business.

#### **03-075-21 Consent Agenda**

The following items were pulled from the Consent Agenda:

Commissioner Host: Item E – Fertilizer Buggy Purchase  
Commissioner Hoff: Item F – Common Ground Art Fair  
Item H – DPS Equipment Upgrade

**MOTION:** Motion by Commissioner Host, seconded by Mayor Pro Tem Longe:  
To approve Consent Agenda items A, B, C, D and G.

**ROLL CALL VOTE:** Ayes, Commissioner Host  
Mayor Pro Tem Longe  
Commissioner Sherman  
Commissioner Nickita  
Commissioner Hoff  
Mayor Boutros  
Commissioner Baller

Nays, None

- A. Resolution to approve the City Commission Workshop meeting minutes of March 8, 2021.
- B. Resolution to approve the City Commission meeting minutes of March 8, 2021.
- C. Resolution to approve the warrant list, including Automated Clearing House payments, dated March 10, 2021, in the amount of \$2,211,995.98.

- D. Resolution to approve the warrant list, including Automated Clearing House payments, dated March 17, 2021, in the amount of \$1,110,203.20.
- G. Resolution to approve a request from Eisenhower Dance Detroit to hold their Youth Ensemble Performance on the stage at Shain Park on May 23, 2021, contingent upon compliance with all permit and insurance requirements and payment of all fees and, further pursuant to any modifications or event cancellation that may be deemed necessary by administrative staff, leading up to or at the time of the event, due to public health and safety measures.

### **03-076-21 (Item E) Fertilizer Buggy Purchase**

DPS Director Wood explained that the purchase of this fertilizer buggy would expedite a number of DPS' internal operations. She said it would be used on smaller areas throughout the City, and that larger areas would still be serviced by external contractors.

**MOTION:** Motion by Commissioner Baller, seconded by Commissioner Hoff:  
To approve the purchase of one (1) 2020 Ex Mark Spreader/Sprayer S-Series Kohler Stand On from Weingartz in the amount of \$7,999.00 from the Auto Equipment Fund, account #641-441.006.971.0100.

ROLL CALL VOTE: Ayes, Commissioner Baller  
Commissioner Hoff  
Commissioner Sherman  
Commissioner Host  
Commissioner Nickita  
Mayor Boutros  
Mayor Pro Tem Longe

Nays, None

### **03-077-21 (Item F) Common Ground Art Fair**

In reply to Commissioner Hoff, Karen Delhey of The Guild stated Art Birmingham in Spring 2021 would be held in Shain Park. Commissioner Hoff wanted to make sure that both the spring and fall art fairs would not be on Old Woodward since they can be disruptive for business owners.

Commissioner Hoff asked City Clerk Bingham to make sure that the couple getting married in Shain Park during the Common Ground Art Fair is aware that the Art Fair would be occurring on Old Woodward at the same time.

Mayor Boutros concurred with Commissioner Hoff.

CM Markus said he would sit down with Staff to create an approximate schedule of regularly occurring events in the City so that conflicts between personal reservations of City spaces and larger events do not arise again in the future.

**MOTION:** Motion by Commissioner Hoff, seconded by Commissioner Nickita:  
To approve a request from Common Ground to hold the Art Fair on S. Old Woodward on September 18 & 19, 2021 contingent upon compliance with all permit and insurance requirements and payment of all fees

and, further pursuant to any modifications or event cancellation that may be deemed necessary by administrative staff, leading up to or at the time of the event, due to public health and safety measures.

Commissioner Baller expressed some perplexity that a very large wedding could possibly be scheduled in the City with no review process while other events are subjected to a lengthy review process.

Commissioner Sherman expressed confusion that Shain Park was scheduled for weddings when it was his recollection that Shain Park previously could not be reserved for private events.

Commissioner Baller asked the City Manager to include which City parks should permit private events and what the review process for such events should be when he sits down with Staff to review other aspects of this item.

CM Markus confirmed that was his intent.

ROLL CALL VOTE:     Ayes, Commissioner Hoff  
                                 Commissioner Nickita  
                                 Commissioner Sherman  
                                 Commissioner Host  
                                 Mayor Boutros  
                                 Mayor Pro Tem Longe  
                                 Commissioner Baller

Nays, None

### **03-078-21    (Item H)   DPS Equipment Upgrade**

Commissioner Hoff commended the IT Department on their work on this item, and also thanked the Cable Board for their grant to the City that would partially cover the costs of this item.

Mayor Boutros echoed Commissioner Hoff's comments.

**MOTION:**                    Motion by Commissioner Hoff, seconded by Commissioner Host:  
To authorize the IT department to enlist Advanced Lighting and Sound to upgrade the Audio Visual equipment and install additional cameras in the DPS conference room, total cost not to exceed \$12,782.00; to charge this project to account number 636-228.000-971.0100 Machinery and Equipment; and approve the appropriation and amendment to the fiscal year 2020-2021 Computer Equipment Fund budget as follows:

#### Computer Equipment Fund

##### Revenues:

636-000.000-401.0000	Draw from Fund Balance	<u>\$(6,000)</u>
636-000.000-588.0000	Cable Board Grant	<u>12,790</u>
Total Revenue		<u>\$ 6,790</u>

##### Expenditures:

636-228.000-971.0100	Machinery and Equipment	<u>\$ 6,790</u>
Total Expenditures		<u>\$ 6,790</u>

ROLL CALL VOTE:   Ayes, Commissioner Hoff  
Commissioner Host  
Commissioner Sherman  
Commissioner Nickita  
Mayor Boutros  
Mayor Pro Tem Longe  
Commissioner Baller

Nays, None

<b>VI. UNFINISHED BUSINESS</b>
--------------------------------

In reply to Commissioner Hoff, CM Markus confirmed that all the previously outstanding issues for which these public hearings had been scheduled were now resolved.

**03-079-21                   Public Hearing – Birmingham Sushi**

The Mayor opened the public hearing at 8:33 p.m., and seeing no comment, closed it at 8:33 p.m.

**MOTION:**                   Motion by Commissioner Baller, seconded by Commissioner Host:  
To renew the liquor license for Birmingham Sushi for the 2021 licensing period.

ROLL CALL VOTE:   Ayes, Commissioner Baller  
Commissioner Host  
Commissioner Sherman  
Commissioner Nickita  
Commissioner Hoff  
Mayor Boutros  
Mayor Pro Tem Longe

Nays, None

**03-080-21                   Public Hearing – Community House**

The Mayor opened the public hearing at 8:33 p.m.

CM Markus noted for the record that, subsequent to the Commission's February 22, 2021 meeting, Staff determined that neither the Community House nor the Rugby Grille were actually at fault for non-payment of invoices. Consequently, neither establishment should have been included on the list for public hearings of liquor license renewals.

CM Markus explained how the mistake occurred. During part of 2020, the City deferred invoicing for special assessments. A Staff member erroneously marked sidewalk improvements outside the Community House and the Rugby Grille as special assessments. As a result of the deferred invoicing for special assessments, the invoices for those improvements were not sent out. Since accounts receivable did not have the improvements erroneously marked as special assessments, those amounts were designated in accounts receivable as owed and past due. This mismatch was discovered when CM Markus spoke to the Executive Director for the Community House, who said he never received the invoice.

CM Markus apologized on behalf of the City to both Community House and the Rugby Grille for creating the impression that either establishment had neglected to pay their outstanding balances with the City. He stated that both establishments paid the City as soon as they were made aware of the existence of the invoices.

The Mayor apologized on behalf of himself and the Commission for the mistake as well. He said he was glad both establishments are part of the Birmingham community.

The Mayor closed the public hearing at 8:37 p.m.

**MOTION:** Motion by Commissioner Hoff, seconded by Commissioner Nickita:  
To renew the liquor license for the Community House for the 2021 licensing period.

ROLL CALL VOTE: Ayes, Commissioner Hoff  
Commissioner Nickita  
Commissioner Sherman  
Commissioner Host  
Mayor Boutros  
Mayor Pro Tem Longe  
Commissioner Baller

Nays, None

**03-081-21 Public Hearing – Hazel Ravines & Downtown**

The Mayor opened the public hearing at 8:38 p.m., and seeing no comment, closed it at 8:38 p.m.

**MOTION:** Motion by Commissioner Nickita, seconded by Commissioner Hoff:  
To renew the liquor license for Hazel Ravines & Downtown for the 2021 licensing period.

ROLL CALL VOTE: Ayes, Commissioner Nickita  
Commissioner Hoff  
Commissioner Sherman  
Commissioner Host  
Mayor Boutros  
Mayor Pro Tem Longe  
Commissioner Baller

Nays, None

**03-082-21 Public Hearing – Hyde Park Prime Steakhouse**

The Mayor opened the public hearing at 8:39 p.m., and seeing no comment, closed it at 8:39 p.m.

**MOTION:** Motion by Commissioner Baller, seconded by Mayor Pro Tem Longe:  
To renew the liquor license for Hyde Park Prime Steakhouse for the 2021 licensing period.

ROLL CALL VOTE: Ayes, Commissioner Baller  
Mayor Pro Tem Longe



Commissioner Sherman  
Commissioner Host  
Commissioner Nickita  
Commissioner Hoff  
Mayor Boutros

Nays, None

**03-083-21            Public Hearing – Mad Hatter Bistro**

The Mayor opened the public hearing at 8:40 p.m., and seeing no comment, closed it at 8:40 p.m.

**MOTION:**            Motion by Commissioner Baller, seconded by Commissioner Hoff:  
To renew the liquor license for Mad Hatter Bistro for the 2021 licensing period.

ROLL CALL VOTE:    Ayes, Commissioner Baller  
                                 Commissioner Hoff  
                                 Commissioner Sherman  
                                 Commissioner Host  
                                 Commissioner Nickita  
                                 Mayor Boutros  
                                 Mayor Pro Tem Longe

Nays, None

**03-084-21            Public Hearing – Pernoi**

The Mayor opened the public hearing at 8:41 p.m., and seeing no comment, closed it at 8:41 p.m.

**MOTION:**            Motion by Commissioner Baller, seconded by Commissioner Host:  
To renew the liquor license for Pernoi for the 2021 licensing period.

ROLL CALL VOTE:    Ayes, Commissioner Baller  
                                 Commissioner Host  
                                 Commissioner Nickita  
                                 Commissioner Hoff  
                                 Mayor Boutros  
                                 Mayor Pro Tem Longe  
                                 Commissioner Sherman

Nays, None

**03-085-21            Public Hearing – Social Kitchen & Bar**

The Mayor opened the public hearing at 8:42 p.m., and seeing no comment, closed it at 8:42 p.m.

**MOTION:**            Motion by Commissioner Nickita, seconded by Mayor Pro Tem Longe:  
To renew the liquor license for Social Kitchen & Bar for the 2021 licensing period.

ROLL CALL VOTE: Ayes, Commissioner Nickita  
Mayor Pro Tem Longe  
Commissioner Sherman  
Commissioner Host  
Commissioner Hoff  
Mayor Boutros  
Commissioner Baller

Nays, None

**03-086-21 Public Hearing – Tallulah Wine Bar & Bistro**

The Mayor opened the public hearing at 8:43 p.m., and seeing no comment, closed it at 8:43 p.m.

**MOTION:** Motion by Commissioner Baller, seconded by Commissioner Host:  
To renew the liquor license for Tallulah Wine Bar & Bistro for the 2021 licensing period.

ROLL CALL VOTE: Ayes, Commissioner Baller  
Commissioner Host  
Commissioner Sherman  
Commissioner Nickita  
Commissioner Hoff  
Mayor Boutros  
Mayor Pro Tem Longe

Nays, None

**03-087-21 Public Hearing – Rojo Mexican Bistro & Sidecar**

The Mayor opened the public hearing at 8:44 p.m. The Mayor closed the public hearing at 8:45 p.m.

It was confirmed for Commissioner Nickita that although Rojo is no longer in operation, the liquor license should be renewed since it is tied to the location, not to the occupying business.

**MOTION:** Motion by Commissioner Nickita, seconded by Mayor Pro Tem Longe:  
To renew the liquor license for Rojo Mexican Bistro & Sidecar for the 2021 licensing period.

ROLL CALL VOTE: Ayes, Commissioner Nickita  
Mayor Pro Tem Longe  
Commissioner Sherman  
Commissioner Host  
Commissioner Hoff  
Mayor Boutros  
Commissioner Baller

Nays, None

**03-088-21 Public Hearing – Rugby Grille**

The Mayor opened the public hearing at 8:45 p.m. The Mayor closed the public hearing at 8:46 p.m.

CM Markus requested that the following be noted: subsequent to the Commission's February 22, 2021 meeting, Staff determined that neither the Community House nor the Rugby Grille were actually at fault for non-payment of invoices. Consequently, neither establishment should have been included on the list for public hearings of liquor license renewals.

Further clarification regarding the billing error on the part of the City can be found in the present meeting minutes under Item 03-080-21, Public Hearing – Community House.

CM Markus apologized on behalf of the City to both Community House and the Rugby Grille for creating the impression that either establishment had neglected to pay their outstanding balances with the City.

**MOTION:** Motion by Commissioner Baller, seconded by Commissioner Hoff:  
To renew the liquor license for Rugby Grille for the 2021 licensing period.

ROLL CALL VOTE: Ayes, Commissioner Baller  
Commissioner Hoff  
Commissioner Sherman  
Commissioner Host  
Commissioner Nickita  
Mayor Boutros  
Mayor Pro Tem Longe

Nays, None

**03-089-21 Public Hearing – Vinoteca**

The Mayor opened the public hearing at 8:47 p.m., and seeing no comment, closed it at 8:47 p.m.

**MOTION:** Motion by Commissioner Nickita, seconded by Commissioner Sherman:  
To renew the liquor license for Vinoteca for the 2021 licensing period.

ROLL CALL VOTE: Ayes, Commissioner Nickita  
Commissioner Sherman  
Commissioner Host  
Commissioner Hoff  
Mayor Boutros  
Mayor Pro Tem Longe  
Commissioner Baller

Nays, None

**03-090-21 Public Hearing – 34350 Woodward Avenue and 907-911 Haynes Street**

The Mayor opened the public hearing at 8:51 p.m.

CM Markus noted that while Staff was working with the applicant to create some potentially mutually agreeable proposals, all proposals would have to be reviewed by, and gain the approval of, the appropriate City boards and commissions.

**MOTION:** Motion by Commissioner Sherman, seconded by Commissioner Host:  
To postpone the proposed lot combination hearing to April 12, 2021 and to direct City staff to continue to work with the applicant on a mutually acceptable agreement for future review by the City Commission.

Commissioner Baller asked if that would be enough time.

CM Markus said he recommended April 12, 2021 out of respect for the applicant's desire to move to process along, while noting that the Commission could always postpone the public hearing again if appropriate.

ROLL CALL VOTE: Ayes, Commissioner Sherman  
Commissioner Host  
Commissioner Nickita  
Commissioner Hoff  
Mayor Boutros  
Mayor Pro Tem Longe  
Commissioner Baller

Nays, None

The public hearing was not closed.

## **VII. NEW BUSINESS**

**03-091-21 Public Hearing – 555 S. Old Woodward – Birmingham Pub**

The Mayor opened the public hearing at 8:57 p.m.

PD Ecker reviewed the item.

Joseph Shallal, attorney for the applicant, was present on behalf of the item.

PD Ecker stated City precedent allowed for an economic development license to be transferred from a business that earned it to a different business without requiring that the second business meet the EDL requirements.

PD Ecker and Mr. Shallal explained the seating plans proposed were the same as the seating plans for Triple Nickel.

Commissioner Baller said he was disappointed to see that no entertainment was planned. He said he hoped the new owners would work to activate the second floor.

### Public Comment

Paul Reagan said there should be better traffic enforcement in this area once Birmingham Pub opens.

Commissioner Baller recommended the City consider installing a crosswalk on the south side of Bowers to increase pedestrian safety.

The Mayor closed the public hearing at 9:22 p.m.

**MOTION:** Motion by Commissioner Baller, seconded by Commissioner Host:  
To approve the Revised Final Site Plan and Design and Special Land Use Permit Amendment at 555 S. Old Woodward to allow for the transfer of ownership, name change from Triple Nickel to Birmingham Pub, and site plan and design changes at 555 S. Old Woodward.

ROLL CALL VOTE: Ayes, Commissioner Baller  
Commissioner Host  
Commissioner Nickita  
Commissioner Sherman  
Commissioner Hoff  
Mayor Boutros  
Mayor Pro Tem Longe

Nays, None

**03-092-21 Liquor License – 555 S. Old Woodward – Birmingham Pub**

Discussion occurred as part of the previous item.

**MOTION:** Motion by Commissioner Baller, seconded by Commissioner Hoff:  
To authorize the Chief of Police to sign the MLCC Police Investigation Report (LC-1800) and to approve the liquor license request of The Birmingham Pub, LLC that requests a transfer of interest in a Class C License to be issued under MCL 436.1521 (A)(1)(B) & SDM License with Outdoor Service (1 Area) located at 555 S Old Woodward, Birmingham, Oakland County, MI 48009.

Furthermore, pursuant to authorize the City Clerk to complete the Local Approval Notice at the request of The Birmingham Pub, LLC approving the liquor license transfer request of The Birmingham Pub, LLC that requested a Class C License be transferred under MCL 436.1521 (A)(1)(B) & SDM License with Outdoor Service (1 Area) located at 555 S Old Woodward, Birmingham, Oakland County, MI 48009.

ROLL CALL VOTE: Ayes, Commissioner Baller  
Commissioner Hoff  
Commissioner Host  
Commissioner Nickita  
Commissioner Sherman  
Mayor Boutros  
Mayor Pro Tem Longe

Nays, None

**03-093-21 Master Plan First Draft Direction**

PD Ecker reviewed the item.

The majority of the Commission felt the agenda packet did not provide enough background information to adequately discuss this item.

After discussion of the Commission's concerns, there was consensus that a special meeting to review this item, during which voting could occur, should be scheduled for April 19, 2021.

CM Markus advised the Commissioners to submit their questions and comments in writing to City Staff so that Staff and the master planning team could be prepared with answers for the April 19 meeting.

The Planning Board would also be notified of the meeting and asked to attend.

**MOTION:** Motion by Commissioner Host, seconded by Commissioner Baller:  
To schedule a special Commission meeting, at which votes could occur, for 7 p.m. on April 19, 2021 to discuss the 2040 Master Plan First Draft.

Public Comment

Andrew Haig asked the Commission not to rush consideration of the master plan draft, and commended all involved on their work thus far.

ROLL CALL VOTE: Ayes, Commissioner Host  
Commissioner Baller  
Commissioner Hoff  
Commissioner Nickita  
Commissioner Sherman  
Mayor Boutros  
Mayor Pro Tem Longe

Nays, None

**03-094-21 Parks and Recreation Bond Authorization**

FD Gerber reviewed the item.

Pat McGow, bond counsel from Miller Canfield, and Robert Bendzinski, financial advisor to the City, were present.

Mr. McGow confirmed that no tax increase would result from the authorization of these bonds since other bonds were recently retired. He stated that the interest rate is set on the day of the bond sale, and that by law the bonds are sold to the bidder offering the lowest interest rate.

**MOTION:** Motion by Commissioner Sherman, seconded by Commissioner Nickita:  
To approve the bond authorizing resolution for the 2021 unlimited tax general obligation bonds as submitted by bond counsel.

ROLL CALL VOTE: Ayes, Commissioner Sherman  
Commissioner Nickita  
Commissioner Host  
Commissioner Baller  
Commissioner Hoff  
Mayor Boutros  
Mayor Pro Tem Longe

Nays, None

**03-095-21            Ice Arena Accounting Methodology**

FD Gerber & CM Markus reviewed the item. CM Markus stated that neither he nor the City's finance staff recommended an enterprise fund for the Ice Arena.

Commissioner Hoff said she would move the suggested resolution since it could be altered in the future if the Commission was unsatisfied with the proposed financial reporting used.

**MOTION:**            Motion by Commissioner Hoff, seconded by Commissioner Nickita:  
To direct the City Manager to continue to record ice arena operations in the General Fund and provide a finance report on those operations to the City Commission by October 31st for the preceding fiscal year.

Commissioner Host said the proposed financial reporting method was worth a try. He recommended the Commission review it in two years, and suggested that the money saved by not doing an enterprise fund should be spent during the next annual audit to determine the difference between residential and commercial spending in Birmingham.

Mayor Pro Tem Longe said the proposed financial reporting method would increase transparency while not adding extra accounting costs or burdens on the Staff. She stated that similar reporting worked out well for the City's golf courses. She noted that the financial reporting for the golf courses occurs more than once a year, and recommended the City do the same for the Ice Arena.

Commissioner Baller thanked Staff for their work on this ongoing item. He recommended that some of the slides used to present this issue to the Commission be included in the Citizens Academy and new Commissioner training.

Commissioner Hoff noted that the data will not demonstrate the average revenue increases and cost decreases until at least a year after the Ice Arena's updates are concluded.

Public Comment

Mr. Reagan noted that the data would have to be analyzed for places where efficiency could be increased.

Susan Collins thanked the Commission, stated that the Parks and Recreation Board is already working on reviewing financial reporting from the Ice Arena, and reminded all present that the primary clients of the Ice Arena are children who have benefited from the Arena's existence during the pandemic.

ROLL CALL VOTE:    Ayes, Commissioner Hoff  
                                 Commissioner Nickita  
                                 Commissioner Sherman  
                                 Commissioner Host  
                                 Commissioner Baller  
                                 Mayor Boutros  
                                 Mayor Pro Tem Longe

Nays, None

**03-096-21            Golf Cart Fleet Lease**

Commissioner Baller recommended dispensing with the review of the item and moving the recommended resolution.

**MOTION:** Motion by Commissioner Baller, seconded by Mayor Pro Tem Longe:  
To award the Golf Cart Lease Option #3 for the Birmingham Golf Courses to EZ-Go Textron in the amount not to exceed \$51,338.46 per year or \$256,692.30, over a five-year period. Funds are available in the Equipment Rental or Lease account #584-753.002-941.0000 and #597-753.002-941.0000 for this contract. Further, to authorize the Mayor and City Clerk to sign the agreement on behalf of the City upon receipt of the required insurance coverage.

Commissioner Hoff noted that on page three of the report that 58% profit should have read 78%, per her conversation with Golf Manager Brito. She noted that the expenditure proposed by this item would bring the profit down from 78% to about 70%. She said she was still in support of the proposal because it would benefit the courses' users.

Golf Manager Brito reported that in 2019 the golf courses received 625 memberships sign-ups while running the early sign-on bonus. In 2021, that number has increased to 725 memberships so far.

ROLL CALL VOTE: Ayes, Commissioner Baller  
Mayor Pro Tem Longe  
Commissioner Host  
Commissioner Sherman  
Commissioner Nickita  
Commissioner Hoff  
Mayor Boutros

Nays, None

### **03-097-21 FY 2024 Derby Bridge Funding Support**

Consulting City Engineer Surhigh presented the item.

**MOTION:** Motion by Commissioner Baller, seconded by Commissioner Host:  
To adopt the Resolution of the City of Birmingham demonstrating support of the project and submittal of the application to MDOT for FY 2024 funding assistance under their Local Bridge Program, as presented.

ROLL CALL VOTE: Ayes, Commissioner Baller  
Commissioner Host  
Commissioner Sherman  
Commissioner Nickita  
Commissioner Hoff  
Mayor Boutros  
Mayor Pro Tem Longe

Nays, None

### **03-098-21 Grave Price Increase**

City Clerk Bingham reviewed the item. She stated that some items in the fee schedule would be



recommended for revision by the GCAB in the future.

Commissioner Hoff said she preferred to make the price increase effective 30 days after the motion is passed by the Commission. She noted that raising the price to \$4,000 per grave would make Greenwood Cemetery more expensive than other cemeteries in the area.

Commissioner Baller asked Staff to look at indexing the costs to inflation.

CM Markus said he, FD Gerber and the City Attorney would look at options for doing that with this and some other City fees and would return to the Commission with recommendations. He also said that Greenwood Cemetery is a beautiful resting ground and that he would not worry about the City charging more than other cemeteries in the area.

**MOTION:** Motion by Commissioner Sherman, seconded by Commissioner Host:  
To increase the price of the plots in Greenwood Cemetery that accommodate one full burial or up to 3 cremains from \$3000 to \$4000 effective immediately upon passage by the Commission, and for the new rate to be applicable to all currently released graves and future grave releases.

#### Public Comment

Linda Buchanan, chair of the GCAB, said they recommended the price increase in order to increase the amount the Cemetery could contribute towards the perpetual care fund.

ROLL CALL VOTE: Ayes, Commissioner Baller  
Commissioner Host  
Commissioner Sherman  
Commissioner Nickita  
Commissioner Hoff  
Mayor Boutros  
Mayor Pro Tem Longe

Nays, None

#### **03-099-21 Emergency Declaration and Resolution**

City Attorney Kucharek reviewed the item.

She noted that the extended text of the resolution which the Mayor would sign would be corrected to state that sections 42-31, 42-32, and 42-33 were ordinance sections and not charter sections.

Commissioner Baller asked if this motion would enhance the powers of anyone or abridge the powers of anyone. Commissioner Nickita expressed a similar inquiry.

City Attorney Kucharek said it would do neither.

Commissioner Host thanked Staff for their work on this item.

Mayor Boutros approved the following statement: "Therefore, as the Mayor and Chief Executive of the City of Birmingham, I am ordering the following: 1. A state of local emergency is declared throughout the City of Birmingham. 2. The ability to conduct in person meetings would cause potential harm, illness to human

life, and therefore, I extend the ability for the City of Birmingham to conduct all of its meetings virtually as long as all of the requirements of Senate Bill No. 1246 are followed, which is attached to this Declaration and made a part hereof. 3. The local state of emergency will be terminated when the emergency and the pandemic conditions no longer exist. Given under my hand with the authority set forth in me as Mayor and Chief Executive of the City of Birmingham on this 22 day of March 2021 by Pierre Boutros, Mayor and Chief Executive."

The City Attorney said the Commission's resolution would not go into effect until the Mayor signs the declaration.

**MOTION:** Motion by Commissioner Sherman, seconded by Commissioner Nickita:  
To declare a state of emergency for the City of Birmingham and confirming the Mayor's Declaration of Emergency to continue the ability for virtual meetings during the pandemic as determined by the EMC and the CEO to be effective upon the execution of the declaration of emergency.

ROLL CALL VOTE: Ayes, Commissioner Baller  
Commissioner Host  
Commissioner Sherman  
Commissioner Nickita  
Commissioner Hoff  
Mayor Boutros  
Mayor Pro Tem Longe

Nays, None

#### **Commission Discussion on items from prior meetings.**

**Commission Items for Future Discussion.** A motion is required to bring up the item for future discussion at the next reasonable agenda, no discussion on the topic will happen tonight.

Commissioner Host moved to discuss the topics raised in the correspondence from Andrew Haig at the April 26, 2021 Commission meeting. The motion failed for lack of a second.

There was discussion that some of the issues raised in Mr. Haig's letter might be addressed during the Unimproved Streets workshop.

**MOTION:** Motion by Commissioner Baller, seconded by Commissioner Host:  
To discuss the correspondence from Andrew Haig during 'Commission Discussion from Prior Meetings' at the next Commission meeting, regarding developers damaging streets and the remedial action that can be taken by the City.

ROLL CALL VOTE: Ayes, Commissioner Baller  
Commissioner Host  
Commissioner Sherman  
Commissioner Nickita  
Commissioner Hoff  
Mayor Boutros  
Mayor Pro Tem Longe

Nays, None

## **VIII. REMOVED FROM CONSENT AGENDA**

## **IX. COMMUNICATIONS**

- A. Communication from Andrew Haig
- B. Communication from Cory "King" Holland Sr.

## **X. REPORTS**

- A. Commissioner Reports
- B. Commissioner Comments

CM Markus told Commissioner Hoff there was no way yet to know when City meetings might return to being held in person.

Commissioner Host asked the Planning Board to include outdoor dining and the parking assessment district near the top of their 2021 Action List.

- C. Advisory Boards, Committees, Commissions' Reports and Agendas
- D. Legislation
- E. City Staff
  - 1. 2020 Annual Golf Staff Report
  - 2. Community Development Department Annual Report
  - 3. City Manager Report

CM Markus reviewed his report.

Commissioner Baller said he would like to figure out a way for the Commission to provide feedback on the Community Development Department Annual Report for the future. Regarding the upcoming workshop on the Unimproved Streets Report, he said he hoped Staff's presentation to the Commission would address questions and recommendations stemming from the report rather than reiterating the report's findings. He said he would be submitting his questions and comments regarding the report to Staff in advance and encouraged other Commissioners to do the same.

CM Markus concurred with Commissioner Baller's recommendation regarding submitting comments and questions in advance of the Unimproved Streets workshop.

It was noted that the discussion of Unimproved Streets would likely continue beyond that first workshop.

In reply to Commissioner Sherman, CM Markus confirmed the members of the AHUSSC were welcome to attend the workshop but that the majority of the focus should be on discussion between Commissioners.

Commissioner Nickita noted that Woodward in Ferndale and Pleasant Ridge is very different from Woodward between 14 and 16 Mile. He also said everyone interested in street improvements and traffic safety in Birmingham should read the report by the Birmingham Police Department that was included in the City Manager's report.

There was discussion of the fact that Birmingham could not likely ticket vehicles for excessive noise.

Commissioner Host noted that Bloomfield Hills ticketed vehicles for noise in 2020 and that all those tickets were thrown out.

CM Markus said zoning changes along Woodward might be one way to address noise issues.

INFORMATION ONLY

<b>XI. ADJOURN</b>
--------------------

Mayor Boutros adjourned the meeting at 11:32 p.m.

**City of Birmingham**  
**Warrant List Dated 03/24/2021**

Meeting of 04/12/2021

Check Number	Early Release	Vendor #	Vendor	Amount
<u>PAPER CHECK</u>				
278476	*	008649	ROBERT ABRAHAM JR.	100.00
278477		MISC	ACTION CONSTRUCTION	2,500.00
278480		000500	ARTECH PRINTING INC	2,841.00
278481	*	006759	AT&T	187.45
278482	*	006759	AT&T	91.89
278483	*	006759	AT&T	91.89
278484	*	006759	AT&T	340.03
278485	*	003703	AT&T MOBILITY	1,098.08
278486	*	006534	BADER AND SONS CO	473.89
278488	*	003839	MATTHEW J. BARTALINO	15.89
278489		000525	BIRMINGHAM PUBLIC SCHOOLS	22.35
278490	*	001086	JACK TODD- PETTY CASH	154.35
278491		003526	BOUND TREE MEDICAL, LLC	305.80
278492	*	006177	BULLSEYE TELECOM INC	129.54
278493		009078	CANON SOLUTIONS AMERICA INC	225.00
278494		000571	CAR TRUCKING INC	150.00
278496		000444	CDW GOVERNMENT INC	8,185.00
278496	*	000444	CDW GOVERNMENT INC	67.80
278497	*	008540	CERTIFIED LABORATORIES	921.19
278498		000605	CINTAS CORPORATION	28.20
278499	*	008006	CLEAR RATE COMMUNICATIONS, INC	1,346.46
278500		009187	CLEARVIEW CAPTIONING LLC	2,035.00
278501		009167	COL'S FAMILY RESTAURANT	266.45
278502	*	MISC	COMBAT SUPPORT PRODUCTS, INC.	68,161.00
278503	*	000627	CONSUMERS ENERGY	8,413.44
278504	*	006969	DAVEY RESOURCE GROUP	4,000.00
278505	*	000179	DTE ENERGY	126.07
278506	*	000180	DTE ENERGY	12,593.97
278507		004671	ELDER FORD	147.27
278509		MISC	FINISHED BASEMENTS PLUS LLC	200.00
278510		006384	GEOGRAPHIC INFORMATION SERVICES, IN	290.11
278511		005103	GORNO FORD, INC.	640.30
278513		001531	GUNNERS METER & PARTS INC	1,575.00
278514		007458	HERITAGE - CRYSTAL CLEAN, LLC	2,244.00
278515	*	001956	HOME DEPOT CREDIT SERVICES	26.89
278516	*	001874	HUNT SIGN COMPANY	1,117.50
278518		005291	KAESER & BLAIR INC	668.57
278519		MISC	KOPKE HOME ENHANCEMENT INC	100.00
278520		003620	LANGUAGE LINE SERVICES INC	35.00
278522		MISC	LMB PROPERTIES LLC	200.00
278523	*	009247	MHM CONSTRUCTION LLC	22,849.00
278524		MISC	MICHIGAN BASEMENTS	200.00

**City of Birmingham**  
**Warrant List Dated 03/24/2021**

Meeting of 04/12/2021

Check Number	Early Release	Vendor #	Vendor	Amount
278525		008127	MIDWEST POWER SYSTEMS, INC	5,700.00
278527	*	007163	MOBILE HEALTH RESOURCES	1,910.73
278529	*	005431	NILFISK, INC.	688.40
278530		008687	NORTH BREATHING AIR, LLC	520.00
278531	*	000481	OFFICE DEPOT INC	1,771.21
278533		MISC	PALACE CONSTRUCTION INC	200.00
278534		003588	PATRIOT 2000 INC.	662.63
278536		MISC	PRIEST CONSTRUCTION	100.00
278537	*	004137	R & R FIRE TRUCK REPAIR INC	15,407.00
278538	*	006590	SECURE DOOR, LLC	143.00
278539		MISC	SEVANTHINATHAN, PRATHEEP	100.00
278540	*	007245	NICK SOPER	105.99
278542		007907	SP+ CORPORATION	65,693.43
278543		MISC	TAJINDER SMART	200.00
278544	*	000293	VAN DYKE GAS CO.	113.45
278545	*	000158	VERIZON WIRELESS	49.30
278546	*	000158	VERIZON WIRELESS	128.91
278547	*	000158	VERIZON WIRELESS	495.19
278548		MISC	WALLSIDE INC	500.00
278550	*	005794	WINDSTREAM	868.35
278551		007620	WJE-WISS, JANNEY, ELSTNER ASSOC.INC	93,454.90
SUBTOTAL PAPER CHECK				\$333,977.87
<u>ACH TRANSACTION</u>				
3550	*	008847	ABS- AUTOMATED BENEFIT SVCS, INC	93,577.89
3551	*	002284	ABEL ELECTRONICS INC	405.00
3554	*	000518	BELL EQUIPMENT COMPANY	45.92
3555	*	007345	BEVERLY HILLS ACE	15.98
3556		009195	CROWN CASTLE FIBER LLC	643.00
3557	*	000565	DORNBOS SIGN & SAFETY INC	709.80
3558		001077	DUNCAN PARKING TECH INC	5,365.65
3559	*	001230	FIRE SYSTEMS OF MICHIGAN LLC	130.00
3560	*	007314	FLEIS AND VANDENBRINK ENG. INC	1,979.00
3561	*	000243	GRAINGER	932.96
3562	*	001672	HAYES PRECISION INC	30.50
3564	*	003458	JOE'S AUTO PARTS, INC.	190.46
3565		000155	JOHNSON CONTROLS SECURITY SOLUTIONS	350.76
3567	*	002767	OSCAR W. LARSON CO.	247.50
3568	*	003554	RKA PETROLEUM	13,631.16
3569	*	000478	ROAD COMM FOR OAKLAND CO	5,615.96
3570		000254	SOCRRA	68,287.00
3571		000273	TERMINAL SUPPLY CO.	364.16
3572		002088	WM. CROOK FIRE PROTECTION CO.	3,723.64

**City of Birmingham**  
**Warrant List Dated 03/24/2021**

Meeting of 04/12/2021

Check Number	Early Release	Vendor #	Vendor	Amount
SUBTOTAL ACH TRANSACTION				\$196,246.34
GRAND TOTAL				<u>\$530,224.21</u>

All bills, invoices and other evidences of claim have been audited and approved for payment.



Mark Gerber  
Finance Director/ Treasurer

\*-Indicates checks released in advance and prior to commission approval in order to avoid penalty or to meet contractual agreement/obligation.

# City of Birmingham

## Warrant List Dated 03/31/2021

Meeting of 04/12/2021

Check Number	Early Release	Vendor #	Vendor	Amount
<u>PAPER CHECK</u>				
278552	*	000855	48TH DISTRICT COURT	500.00
278553		MISC	A P CONSTRUCTION	100.00
278554		000951	ALL AMERICAN CASH REGISTER	190.00
278555	*	MISC	AMERICAN ATHLETIX	271.30
278556	*	009253	ANDRUS ARCHITECTURE INC	109,128.83
278557		000500	ARTECH PRINTING INC	299.00
278559	*	006759	AT&T	472.76
278560	*	006759	AT&T	2,531.58
278561	*	006759	AT&T	187.45
278564	*	003839	MATTHEW J. BARTALINO	165.79
278565		MISC	Believe Disposal Junk Removal	500.00
278566	*	MISC	BENJAMIN CASTLE	100.00
278567		002231	BILLINGS LAWN EQUIPMENT INC.	44.09
278568		000524	BIRMINGHAM LOCKSMITH	94.90
278569	*	001086	JACK TODD- PETTY CASH	906.20
278570		003526	BOUND TREE MEDICAL, LLC	331.14
278571	*	007365	BSN SPORTS LLC	665.00
278573		009078	CANON SOLUTIONS AMERICA INC	163.20
278574		008993	CAREN PRODUCTS, LLC	265.52
278575	*	MISC	CASEY HINES	50.00
278576		008959	CASS COLLISION CLAWSON	1,519.80
278577		009168	CHET'S CLEANING INC	910.56
278578	*	009122	CLAIRE CHUNG	465.00
278579		000605	CINTAS CORPORATION	216.24
278580		001318	CLOVERDALE EQUIPMENT CO	1,610.00
278581	*	008955	COMCAST	200.78
278582	*	007774	COMCAST BUSINESS	1,258.18
278583	*	000627	CONSUMERS ENERGY	77.38
278584		002668	CONTRACTORS CLOTHING CO	21.08
278585		008512	COOL THREADS EMBROIDERY	612.92
278586		003923	CUMMINS BRIDGEWAY LLC	1,022.18
278589	*	005125	DEVIN DEROECK	75.00
278591		008641	DINGES FIRE COMPANY	43.10
278592		009130	DOG WASTE DEPOT	366.30
278593	*	000179	DTE ENERGY	1,824.25
278594	*	000179	DTE ENERGY	50.87
278595	*	000179	DTE ENERGY	301.92
278596	*	000179	DTE ENERGY	5,670.16
278597	*	000179	DTE ENERGY	1,768.50
278598	*	000179	DTE ENERGY	5,664.04
278599	*	000179	DTE ENERGY	3,104.14
278600	*	000179	DTE ENERGY	14.95



**City of Birmingham**  
**Warrant List Dated 03/31/2021**

Meeting of 04/12/2021

Check Number	Early Release	Vendor #	Vendor	Amount
278601	*	000179	DTE ENERGY	1,822.16
278602	*	000179	DTE ENERGY	37.23
278603	*	000179	DTE ENERGY	15.70
278604	*	000179	DTE ENERGY	26.72
278605	*	000179	DTE ENERGY	469.28
278606	*	000179	DTE ENERGY	114.00
278608	*	000179	DTE ENERGY	191.70
278609	*	000179	DTE ENERGY	20.08
278610	*	000179	DTE ENERGY	20.83
278612	*	000179	DTE ENERGY	78.04
278614		MISC	ESMAN, KELLY	100.00
278615		001495	ETNA SUPPLY	1,660.00
278616		000936	FEDEX	159.89
278618		007016	FRIENDS OF BIRMINGHAM MUSEUM	432.27
278619	*	004604	GORDON FOOD	1,225.60
278620		009275	GREAT LAKES COCA-COLA DISTRIBUTION	409.18
278623		000249	GUARDIAN ALARM	246.80
278624		MISC	HANSONS GROUP LLC	500.00
278625	*	001956	HOME DEPOT CREDIT SERVICES	2,471.78
278626		MISC	HUNTER ROBERTS HOMES	2,500.00
278627		000342	IBS OF SE MICHIGAN	201.90
278629		004479	INVERIS TRAINING SOLUTIONS INC	2,435.36
278630		MISC	JOE PIZIK ELECTRIC, INC.	240.25
278631	*	MISC	JOHN LAZAR	221.31
278632	*	008450	KNOWBE4, INC	4,050.00
278633	*	000362	KROGER COMPANY	29.00
278634		002438	LAIRD PLASTICS INC	310.33
278635	*	MISC	LEON YULKOWSKI	204.30
278636		MISC	M POWER INC	100.00
278637		003860	MICHIGAN CHANDELIER - SF	77.97
278638		MISC	MID-WEST WATERPROFFING	100.00
278640		008319	MKSK INC	2,523.75
278641		001173	MODERNISTIC CLEANING SVCS INC	1,071.00
278643		001194	NELSON BROTHERS SEWER	899.00
278644		008712	OAKLAND COUNTY HEALTH DIVISION	298.00
278645		008712	OAKLAND COUNTY HEALTH DIVISION	350.00
278646	*	000481	OFFICE DEPOT INC	496.34
278647	*	008901	PLANTE & MORAN CRESA, LLC	11,200.00
278648		MISC	POWER HOME SOLAR	300.00
278649		MISC	PRECISION ENHANCEMENTS INC	100.00
278650		MISC	PYTIK & COMPANY	200.00
278651		002852	QMI GROUP INC	47.25
278652		006729	QUENCH USA INC	240.00

**City of Birmingham**  
**Warrant List Dated 03/31/2021**

Meeting of 04/12/2021

Check Number	Early Release	Vendor #	Vendor	Amount
278653	*	008342	RAIN MASTER CONTROL SYSTEMS	29.85
278654	*	005344	RESERVE ACCOUNT	8,000.00
278655		MISC	RLB BUILDERS	300.00
278656	*	MISC	RONALD HARBOUR	517.00
278657		MISC	ROOF ONE LLC	100.00
278658	*	008073	SITEONE LANDSCAPE SUPPLY, INC	1,365.92
278659		000260	SPARTAN DISTRIBUTORS INC	840.74
278660		001104	STATE OF MICHIGAN	34,144.49
278661		000256	SUBURBAN BUICK GMC INC	310.07
278662		MISC	THE DETROIT JEWISH NEWS	800.00
278663	*	009254	THOMAS M MARKUS	500.00
278664		005481	TRI-COUNTY INTL TRUCKS, INC.	1,868.50
278665		008728	TWO THE RESCUE LLC	1,100.00
278666		005806	ULINE	77.90
278667	*	000293	VAN DYKE GAS CO.	136.14
278668	*	000158	VERIZON WIRELESS	971.94
278669		MISC	WALLSIDE INC	1,000.00
278670		MISC	WILMOT, JEFFREY	100.00
278671		MISC	Z&G RENOVATIONS, LLC	200.00

SUBTOTAL PAPER CHECK	\$234,323.68
----------------------	--------------

ACH TRANSACTION

3573	*	008847	ABS- AUTOMATED BENEFIT SVCS, INC	33,009.30
3574	*	002284	ABEL ELECTRONICS INC	1,399.60
3576	*	007345	BEVERLY HILLS ACE	309.26
3577	*	003282	LISA MARIE BRADLEY	236.25
3578	*	007359	DETROIT CHEMICAL & PAPER SUPPLY	70.44
3579	*	000565	DORNBOS SIGN & SAFETY INC	240.44
3580		006528	DOWNTOWN PUBLICATIONS INC	1,069.00
3581		001230	FIRE SYSTEMS OF MICHIGAN LLC	364.25
3582		006181	FIRST CHOICE COFFEE SERV	188.67
3583		000217	FOUR SEASON RADIATOR SERVICE INC	333.45
3584	*	000243	GRAINGER	326.98
3585	*	001672	HAYES PRECISION INC	51.00
3586	*	008851	INSIGHT INVESTMENT	5,477.72
3587	*	007870	J.C. EHRLICH CO. INC.	50.00
3588		000261	J.H. HART URBAN FORESTRY	19,825.50
3589	*	002576	JAX KAR WASH	217.00
3590	*	003458	JOE'S AUTO PARTS, INC.	736.94
3591		006370	KLM SCAPE & SNOW LLC	5,100.00
3592	*	005876	KROPF MECHANICAL SERVICE COMPANY	243.00
3593		005550	LEE & ASSOCIATES CO., INC.	5,772.00
3593	*	005550	LEE & ASSOCIATES CO., INC.	140.00
3594		000666	NATIONAL LADDER & SCAFFOLD	1,970.94

**City of Birmingham**  
**Warrant List Dated 03/31/2021**

Meeting of 04/12/2021

Check Number	Early Release	Vendor #	Vendor	Amount
3595	*	007856	NEXT	325.00
3596		001864	NOWAK & FRAUS ENGINEERS	26,610.50
3597	*	003554	RKA PETROLEUM	1,598.67
3598		000278	TROY AUTO GLASS CO INC	389.25
3599		008711	VOLVIK USA	1,220.13
SUBTOTAL ACH TRANSACTION				\$107,275.29
GRAND TOTAL				\$341,598.97

All bills, invoices and other evidences of claim have been audited and approved for payment.



Mark Gerber  
Finance Director/ Treasurer

\*-Indicates checks released in advance and prior to commission approval in order to avoid penalty or to meet contractual agreement/obligation.

**City of Birmingham**  
**Warrant List Dated 04/07/2021**

Meeting of 04/12/2021

Check Number	Early Release	Vendor #	Vendor	Amount
<u>PAPER CHECK</u>				
278672		005123	2400 LINCOLN, LLC	144,601.63
278673	*	000855	48TH DISTRICT COURT	350,609.88
278674	*	008226	KATHERINE ABELA	972.00
278675		008872	ACE DOOR COMPANY	580.00
278676		008106	ACUSHNET COMPANY	1,055.23
278678		001000	ALLIED INC	409.52
278679	*	008304	AMERINET	18,957.60
278680	*	006759	AT&T	432.90
278681		008165	B5 INVESTMENTS, LLC	1,917.49
278683	*	003839	MATTHEW J. BARTALINO	77.38
278685		002231	BILLINGS LAWN EQUIPMENT INC.	140.71
278686		007365	BSN SPORTS LLC	30.00
278687		MISC	BUTCHER & BUTCHER CONSTRUCTION COMP	100.00
278688	*	009078	CANON SOLUTIONS AMERICA INC	685.90
278692		000444	CDW GOVERNMENT INC	5,830.37
278693		008306	CHARTER TOWNSHIP OF BLOOMFIELD	619.16
278694		007710	CINTAS CORP	299.67
278694	*	007710	CINTAS CORP	123.15
278695		000605	CINTAS CORPORATION	204.70
278697	*	001086	JACK TODD- PETTY CASH	950.00
278698		009187	CLEARVIEW CAPTIONING LLC	1,157.50
278699	*	008955	COMCAST	478.73
278701	*	000979	COMERICA BANK	5,370.57
278702	*	000627	CONSUMERS ENERGY	1,667.17
278703		MISC	CONYERS, STEVEN A	100.00
278704		008512	COOL THREADS EMBROIDERY	676.90
278706	*	009145	CREATIVE COLLABORATIONS	3,800.00
278707		MISC	DEALER AUTO PARTS	118.85
278709	*	000179	DTE ENERGY	46.12
278710	*	000179	DTE ENERGY	320.70
278711	*	000179	DTE ENERGY	50.87
278712	*	000179	DTE ENERGY	16.57
278713	*	000179	DTE ENERGY	80.03
278714	*	000179	DTE ENERGY	1,583.65
278715	*	000179	DTE ENERGY	111.10
278716	*	000179	DTE ENERGY	138.99
278717	*	000179	DTE ENERGY	2,322.23
278720		004671	ELDER FORD	68.81
278723	*	009100	ENZO WATER SERVICE	500.00
278725		000936	FEDEX	24.79
278726		MISC	FINISH WORKS CARPENTRY	500.00
278727	*	MISC	FIRST CENTENNIAL TITLE AGENCY	199.38

**City of Birmingham**  
**Warrant List Dated 04/07/2021**

Meeting of 04/12/2021

Check Number	Early Release	Vendor #	Vendor	Amount
278729		001447	HALT FIRE INC	36.69
278731	*	001956	HOME DEPOT CREDIT SERVICES	1,312.81
278732		000948	HYDROCORP	1,315.00
278734		006695	J. P. COOKE COMPANY	150.60
278735	*	009278	JAMES D RICHARDS	264.00
278736	*	003823	JAY'S SEPTIC TANK SERVICE	78.00
278738		MISC	JOHN HENNIG CARPENTRY INC	200.00
278739	*	007423	K/E ELECTRIC SUPPLY	259.90
278740		008413	KARANA REAL ESTATE, LLC	44.60
278742		008831	KIESLER POLICE SUPPLY, INC	19,380.00
278743		MISC	LIVE WELL CUSTOM HOME LLC	2,000.00
278745		MISC	MARTINO ENTERPRISES INC	100.00
278747	*	009247	MHM CONSTRUCTION LLC	6,160.00
278748	*	009247	MHM CONSTRUCTION LLC	46,557.44
278749		MISC	MICHIGAN GRAPHICS & AWARDS, INC.	15.00
278751		000230	MIKE SAVOIE CHEVROLET INC	31.95
278752		004876	NATIONAL LEAGUE OF CITIES	1,953.00
278753	*	009276	NEWTONS SOLUTIONS LLC	675.00
278755	*	008712	OAKLAND COUNTY HEALTH DIVISION	298.00
278757	*	000481	OFFICE DEPOT INC	237.40
278758	*	008785	KEVIN ONG	408.94
278759		MISC	PRIEST CONSTRUCTION	100.00
278760		MISC	QUALITY SIGN	300.00
278761		006729	QUENCH USA INC	123.60
278762	*	004137	R & R FIRE TRUCK REPAIR INC	2,201.00
278763		MISC	RESTROOM DIRECT	1,049.00
278764	*	009144	RICHARD TRUDO	1,200.00
278765		000495	ROCHESTER LAWN EQUIPMENT CENTER INC	212.42
278766		MISC	RUMPLE, STEPHEN W	1,000.00
278768	*	007897	JEFFREY SCAIFE	89.14
278769		MISC	SCHONBERG, EDWARD	200.00
278771	*	007142	SHERWIN-WILLIAMS COMPANY	46.81
278772	*	009143	MICHAEL SHUKWIT	200.00
278773		002474	SIG SAUER, INC.	450.00
278774	*	008073	SITEONE LANDSCAPE SUPPLY, INC	413.33
278776		001005	STATE OF MICHIGAN	200.00
278777		001005	STATE OF MICHIGAN	200.00
278778		009201	STEPHEN SHUKWIT	250.00
278779		MISC	STERLING DEVELOPMENT CORP	1,400.00
278782		000275	TIRE WHOLESALERS CO INC	587.52
278784		MISC	ULTIMATE SIGNS INC	200.00
278785		009266	US SIGNAL COMPANY LLC	224.02
278787	*	000158	VERIZON WIRELESS	734.95

**City of Birmingham**  
**Warrant List Dated 04/07/2021**

Meeting of 04/12/2021

Check Number	Early Release	Vendor #	Vendor	Amount
278788	*	000158	VERIZON WIRELESS	1,116.72
278790	*	000158	VERIZON WIRELESS	147.90
278791		MISC	WILLIAMS, JOHN BRYAN	200.00
278792	*	004512	WOLVERINE POWER SYSTEMS	15,000.00
278794	*	008902	ZORO TOOLS, INC.	153.06
SUBTOTAL PAPER CHECK				\$657,408.05
<u>ACH TRANSACTION</u>				
3600	*	008847	ABS- AUTOMATED BENEFIT SVCS, INC	62,501.29
3602	*	002284	ABEL ELECTRONICS INC	99.96
3603		002909	ACOM SOLUTIONS, INC.	250.00
3606	*	007345	BEVERLY HILLS ACE	77.85
3607	*	003282	LISA MARIE BRADLEY	135.00
3608		009181	DELTA TEMP SERVICES INC	198.00
3610	*	001077	DUNCAN PARKING TECH INC	2,342.08
3611		000261	J.H. HART URBAN FORESTRY	21,870.01
3611	*	000261	J.H. HART URBAN FORESTRY	1,960.80
3612	*	003458	JOE'S AUTO PARTS, INC.	449.49
3613	*	007827	HAILEY R KASPER	157.50
3614	*	007977	KAREN LINGENFELTER	108.00
3616	*	006359	NYE UNIFORM COMPANY	140.50
3617	*	005688	PEGASUS ENTERTAINMENT INC	80.50
3618		008269	PREMIER SAFETY	1,562.00
3619	*	001062	QUALITY COACH COLLISION	1,573.02
3620	*	003554	RKA PETROLEUM	11,908.33
3621		000254	SOCRRA	77,688.00
3622	*	001255	TEKNICOLORS INC	61.98
3623		000273	TERMINAL SUPPLY CO.	16.79
3624	*	002037	TOTAL ARMORED CAR SERVICE, INC.	758.36
3625		008711	VOLVIK USA	73.56
3626		002088	WM. CROOK FIRE PROTECTION CO.	4,385.46
SUBTOTAL ACH TRANSACTION				\$188,398.48

**City of Birmingham**  
**Warrant List Dated 04/07/2021**

Meeting of 04/12/2021

Check Number	Early Release	Vendor #	Vendor	Amount
GRAND TOTAL				\$845,806.53

All bills, invoices and other evidences of claim have been audited and approved for payment.



Mark Gerber  
Finance Director/ Treasurer

\*-Indicates checks released in advance and prior to commission approval in order to avoid penalty or to meet contractual agreement/obligation.



## MEMORANDUM

Clerk's Office

**DATE:** April 6, 2021

**TO:** Tom Markus, City Manager

**FROM:** Alexandria Bingham, City Clerk

**SUBJECT:** Huntington Disease-Yoga in the Park- Saturday, June 26, 2021

---

### INTRODUCTION:

The Huntington Disease Society of America-MI Chapter submitted a Special Event application to hold the Yoga in the Park event in Shain Park on Saturday, June 26, 2021 from 10:00 AM-3:00 PM.

### BACKGROUND:

The Police Department has reviewed the proposed event details prior to submission for street closures and the need for safety personnel and has approved the details. DPS, Planning, Building, Police, Fire, and Engineering have indicated their approval. SP+ Parking has been notified of the event for planning purposes.

The following events occur in June in Birmingham, and do not pose a conflict for this event:

Farmers Market	Sundays	Lot 6
Parkinson Foundation 5K	June 26	Seaholm HS & neighborhood
Movie in Booth Park	June 11	Booth Park

### LEGAL REVIEW:

No review required.

### FISCAL IMPACT:

No fiscal impact.

### SUMMARY

The City Commission is being asked to approve the 2021 Yoga in the Park special event to be held June 26, 2021 from 10:00 AM-3:00 PM, with set-up to begin between 8:00 AM and 10:00 AM. Tear-down will begin at the conclusion of the event at approximately 3:00 PM to 4:30 PM.

### ATTACHMENTS:

1. Special Event application
2. COVID-19 Plan
2. Notification letter with map of event area distributed to residents/businesses within 300 feet of the event area on January 15, 2020. Notification addresses are on file in the Clerk's Office
3. Hold Harmless Agreement signed by HDSA-MI Chapter, (Certificate of Insurance due on or before June 11, 2021)
4. Department Approval page with comments and estimated cost



**SUGGESTED RESOLUTION:**

To approve a request from the Huntington Disease Society of America-MI Chapter to hold Yoga in the Park in Shain Park on June 26, 2021 contingent upon compliance with all permit and insurance requirements and payment of all fees and, further pursuant to any modifications or event cancellation that may be deemed necessary by administrative staff, leading up to or at the time of the event, due to public health and safety measures.

**CITY OF BIRMINGHAM**  
**APPLICATION FOR SPECIAL EVENT PERMIT**  
**PARKS AND PUBLIC SPACES**

**IMPORTANT: EVENTS UTILIZING CITY SIDEWALKS AND/OR STREETS MUST MEET WITH POLICE DEPARTMENT SPECIAL EVENT OFFICER TO REVIEW PROPOSED EVENT DETAILS PRIOR TO SUBMITTING APPLICATION .**

Police Department acknowledgement: \_\_\_\_\_

***I. EVENT DETAILS***

- Incomplete applications will not be accepted.
- Changes in this information must be submitted to the City Clerk, in writing, at least three weeks prior to the event

<b>FEES:</b>	<b>FIRST TIME EVENT:</b>	<b>\$200.00</b>
	<b>ANNUAL APPLICATION FEE:</b>	<b>\$165.00</b>

(Please print clearly or type)

Date of Application March 1, 2021

Name of Event HDSA Michigan Chapter - Yoga in the Park

Detailed Description of Event (attach additional sheet if necessary) Year 5 of event raising awareness of rare neurological disorder - Huntington's Disease, and funds for the Michigan Chapter of HDSA non-profit that supports Michigan families. We will offer three 1-hour long donation based yoga classes led by certified instructors.

Location Shain Park - in front of South Band Shell

Date(s) of Event Saturday, June 26 Hours of Event 10a - 3p

Date(s) of Set-up Saturday, June 26 Hours of Set-up 8-10a

**NOTE: No set-up to begin before 7:00 AM, per City ordinance.**

Date(s) of Tear-down Saturday, June 26 Hours of Tear-down 3-4p

Organization Sponsoring Event Huntington's Disease Society of America - Michigan Chapter

Organization Address 1221 Bowers St. PO Box 1091 Birmingham, MI 48009

Organization Phone (800) 909-0073

Contact Person Don Peasley

Contact Phone 248.840.3378

Contact Email donaldpeasley5@gmail.com

## II. EVENT INFORMATION

1. Organization Type Non-Profit  
(city, non-profit, community group, etc.)
2. Additional Sponsors or Participants (Provide name, address, contact person, status, etc. for all additional organizations sponsoring your event. ) Yoga Shelter, Henry Ford Health Systems  
YogaMoves MS, TEVA Pharmaceuticals

3. Is the event a fundraiser? YES ☒ NO ☐

List beneficiary HDSA Michigan Chapter

List expected income \$20,000

Attach information about the beneficiary.

4. First time event in Birmingham? YES ☐ NO ☒

If no, describe \_\_\_\_\_

5. Total number of people expected to attend per day 150

6. The event will be held on the following City property: (Please list)

☐ Street(s) \_\_\_\_\_

☐ Sidewalk(s) \_\_\_\_\_

☒ Park(s) Shain Park - Band Shell area including grass area in front.

7. Will street closures be required? YES ☐ NO ☒

**(Police Department acknowledgement prior to submission of application is required) (initial here) \_\_\_\_\_**

8. What parking arrangements will be necessary to accommodate attendance? Participants will be encouraged to use lots and decks in area.

9. Will staff be provided to assist with safety, security and maintenance? YES ☒ NO ☐

**If yes, please provide number of staff to be provided and any specialized training received.**

Describe Henry Ford Health Systems will once again be on site with licensed paramedic  
in case of any health issues.

10. Will the event require safety personnel (police, fire, paramedics)? YES ☐ NO ☒

**(Police Department acknowledgement prior to submission of application is required.) (initial here)** \_\_\_\_\_

Describe \_\_\_\_\_  
\_\_\_\_\_

11. Will alcoholic beverages be served? YES ☐ NO ☒

If yes, additional approval by the City Commission is required, as well as the Michigan Liquor Control Commission.

12. Will music be provided? YES ☐ NO ☐

\_\_\_\_\_ Live \_\_\_\_\_ Amplification \_\_\_\_\_ Recorded 2 X Loudspeakers

Time music will begin 9:30a

Time music will end 2:30p

Location of live band, DJ, loudspeakers, equipment must be shown on the layout map.

13. Will there be signage in the area of the event? YES ☒ NO ☐

Number of signs/banners 2 x Banners

Size of signs/banners 8' x 10'

Submit a photo/drawing of the sign(s). **A sign permit is required.**

14. Will food/beverages/merchandise be sold? YES ☐ NO ☒

- Peddler/vendor permits must be submitted to the Clerk's Office, **at least two weeks prior to the event.**
- You must obtain approval from the Oakland County Health Department for all food/beverage sales/donations. Contact [ehclerk@oakgov.com](mailto:ehclerk@oakgov.com) or 248-535-9612 to obtain Health Department approval.
- There is a \$50.00 application fee for all vendors and peddlers, in addition to the \$10.00 daily fee, per location.

**LIST OF VENDORS/PEDDLERS**  
(attach additional sheet if necessary)

VENDOR NAME	GOODS TO BE SOLD	WATER HOOK-UP REQUIRED?	ELECTRIC REQUIRED?

### **III. EVENT LAYOUT**

- Include a map showing the park set up, street closures, and location of each item listed in this section.
- Include a map and written description of run/walk route and the start/finish area

1. Will the event require the use of any of the following municipal equipment?  
(show location of each on map)

<b>EQUIPMENT</b>	<b>QUANTITY</b>	<b>COST</b>	<b>NOTES</b>
Picnic Tables		6 for \$200.00	A request for more than six tables will be evaluated based on availability.
Trash Receptacles	2	\$4.00 each	Trash box placement and removal of trash is the responsibility of the event. Additional cost could occur if DPS is to perform this work.
Dumpsters		\$250.00 per day	Includes emptying the dumpster one time per day. The City may determine the need for additional dumpsters based on event requirements.
Utilities (electric)	___ # of vendors requiring utilities	Varies	Charges according to final requirements of event.
Water/Fire Hydrant		Contact the Fire Department.	Applicant must supply their own means of disposal for all sanitary waste water. Waste water is NOT allowed to be poured into the street or on the grass.
Audio System		\$200.00 per day	Must meet with City representative.
Meter Bags / Traffic Cones / Barricades	# to be determined by the Police Department.		

2. Will the following be constructed or located in the area of the event? YES NO  
(show location of each on map) NOTE: Stakes are not allowed.

<b>TYPE</b>	<b>QUANTITY</b>	<b>SIZE</b>
Tents/Canopies/Awnings (A permit is required for tents over 120 sq ft)	3	8' x 8'
Portable Toilets		
Rides		
Displays		
Vendors		
Temporary Structure (must attach a photo)		
Other (describe)		

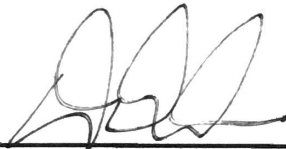
**SIGNATURE OF APPLICANT REQUIRED**

EVENT NAME HDSA Yoga in the Park

EVENT DATE June 26, 2021

The Birmingham City Commission shall have sole and complete discretion in deciding whether to issue a permit. Nothing contained in the City Code shall be construed to require the City Commission to issue a permit to an applicant and no applicant shall have any interest or right to receive a permit merely because the applicant has received a permit in the past.

As the authorized agent of the sponsoring organization, I hereby agree that this organization shall abide by all conditions and restrictions specific to this special event as determined by the City administration and will comply with all local, state and federal rules, regulations and laws.



Signature

3.1.21

Date

---

**IV. SAMPLE LETTER TO NOTIFY ANY AFFECTED  
PROPERTY/BUSINESS OWNERS**

- Organizer must notify all potentially affected residential property and business owners of the date and time this application will be considered by the City Commission. (*Sample letter attached to this application.*)
- Attach a copy of the proposed letter to this application. The letter will be reviewed and approved by the Clerk's Office. The letter must be distributed at least two weeks prior to the Commission meeting.
- A copy of the letter and the distribution list must be submitted to the Clerk's Office at least two weeks prior to the Commission meeting.
- If street closures are necessary, a map must be included with the letter to the affected property/business owners.



To: Chief Paul Wells, BFD  
Fr: Don Peasley, HDSA Michigan Chapter  
Re: June 26 Fundraiser – Covid Plan

Chief Wells,

Below please find the proposed plan for our June 26 HDSA fundraiser in Shain Park. Our approach is informed by the procedures currently in place at the Yoga Shelter, who is a lead sponsor of this event, and also by the March 2, 2021 State order governing gatherings.

To participate as a student in any of the classes we will require pre -registration and will limit classes to 50 students. Students will be required to fill out a Covid questionnaire while signing a participant release that we will have at our main table. At no time will there be more than 300 people gathered at our event.

Our registration and sponsor table set up will adhere to the 6-foot social distancing guidelines, and for those waiting to sign in for their pre-registered class, or make bids in our auction, we will use markers to keep them 6 feet apart.

Masks will be worn by all volunteers and participants at all times, and we will inform all registered participants that they cannot practice if they are not wearing a mask. We will also have Hand Sanitizer available in multiple locations.

On the grass where students will take classes, we will place markers that ensure yoga mats have 8 feet distance from other students.

Throughout the day, where I serve as emcee, I will be making announcements about mask requirements, social distancing, location of hand sanitizer, and overall respect for each other and our shared safety.

We understand that the Pandemic is a fluid situation and things may change over time. A 30 and another 15 day out check-in will be used to modify, or even cancel the event if conditions dictate.

Please let me know if this meets your and the City's needs to execute a safe and compliant event, or if there are other measures that need to be taken.

Don Peasley  
President, HDSA Michigan Chapter





**SPECIAL EVENT REQUEST NOTIFICATION LETTER**

**DATE:** March 15, 2021

**TO:** City of Birmingham  
Residential Property or Business Owner

P.O. Box 3001  
Address

The Birmingham City Code requires that we receive approval from the Birmingham City Commission to hold the following special event. The code further requires that we notify any property owners or business owners that may be affected by the special event of the date and time that the City commission will consider our request so that an opportunity exists for comments prior to this approval.

**EVENT INFORMATION**

**NAME OF EVENT:** Huntington's Disease Society of America - Yoga in the Park

**LOCATION:** Shain Park

**DATE(S) OF EVENT:** June 26, 2021      **HOURS OF EVENT:** 10a-3:00p

**BRIEF DESCRIPTION OF EVENT/ACTIVITY:** We will be conducting 3 x 1-hour yoga classes on the lawn in front of the band shell. There will be light music and an instructor with a headset microphone.

**DATE(S) OF SET-UP:** June 26, 2021      **HOURS OF SET-UP:** 8-10a

**DATE(S) OF TEAR-DOWN:** June 26, 2021      **HOURS OF TEAR-DOWN:** 3:00-4P

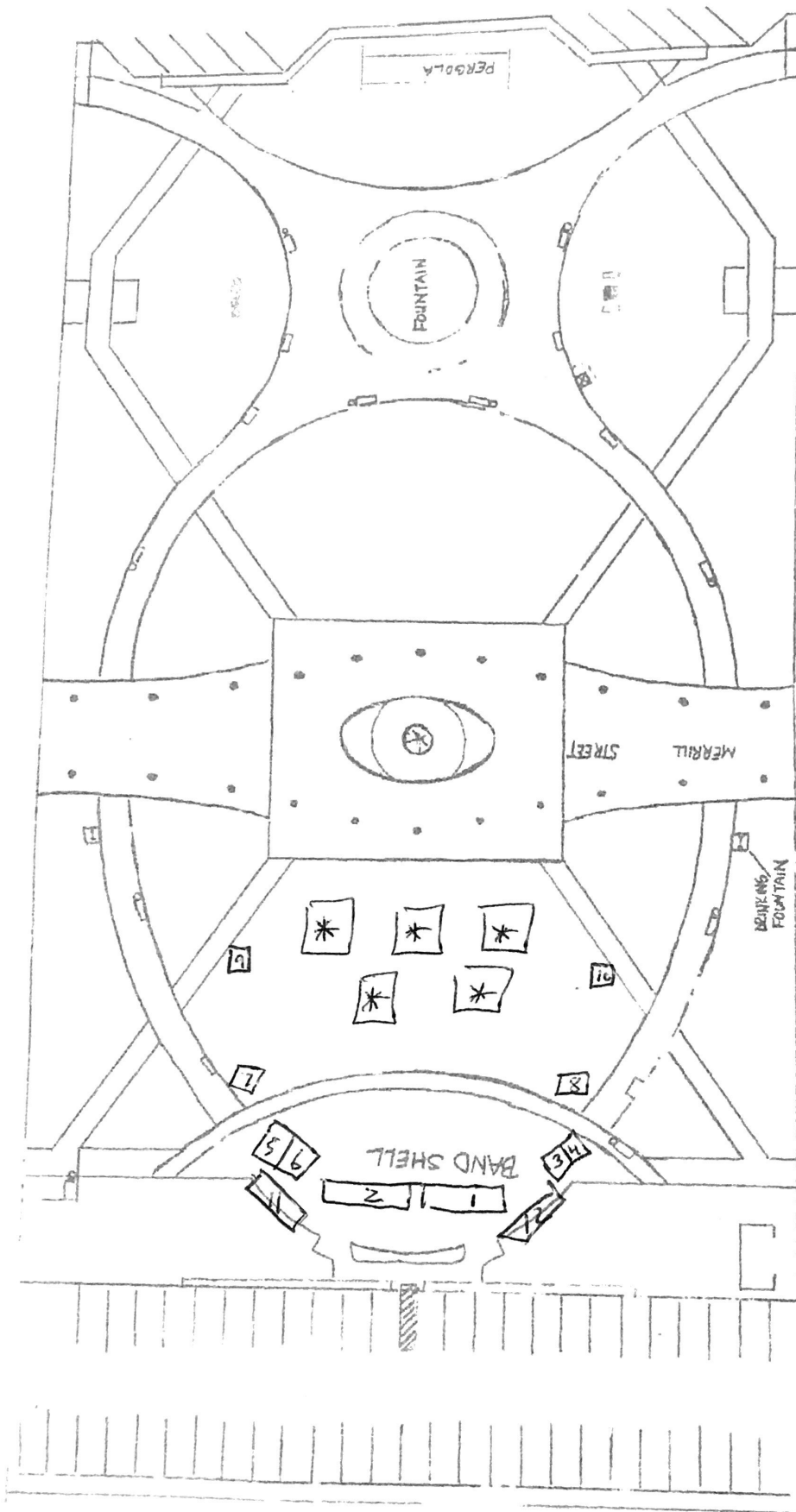
**DATE OF CITY COMMISSION MEETING:** **April 12, 2021**

The City commission meets in rm 205 of the Municipal Bldg at 151 Martin at 7:30PM. This will be a virtual meeting. A complete copy of the application to hold this special event is available for your review at the City Clerk's Office (248/530-1880). Log on to [www.bhamgov.org/events](http://www.bhamgov.org/events) for a complete list of special events.

**EVENT ORGANIZER:** HDSA - Michigan Chapter

**ADDRESS:** 1221 Bowers St. PO Box 1091, Birmingham, MI 48009 **PHONE:** 800.909.0073

**Day Of Event Contact:** Don Peasley : 248.840.3378



- 1- Registration
- 2- In Fo Table
- 3,4,5,6, - Sponsor Tables
- 7-8- Speakers
- \* - Yoga students
- 9-10 - Trash
- 11-12 - Signs

HENRIETTA STREET

2019 poster  
+  
Sign

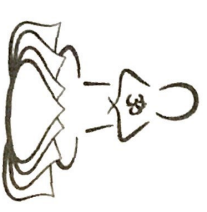
yoga  
SHELTER

third tenders  
COMPLETE GROUNDS MAINTENANCE

Stamford  
HEALTH SYSTEM  
NEUROSCIENCE INSTITUTE



yoga  
in the park  
6-22-19



Yoga Moves MS

Huntington's Disease  
Society of America  
Michigan CHAPTER

teva

cutterstudios

Where Little Yogis Come To Life

## **V. INSURANCE INFORMATION**

### **INSURANCE REQUIREMENTS**

For most types of activities, the City requires a certificate of insurance and a signed hold-harmless agreement on the event sponsor's letterhead. Please submit a copy of your standard certificate of insurance with your completed application, which will be reviewed for compliance with the City's insurance requirements.

Following are the general insurance requirements for events held on City property (items A thru I). If alcoholic beverages are to be served, you will need to add the coverage described in item J. The required limits and conditions may vary depending upon the scope of the event and the organization of the event sponsor. You will be notified of additional insurance requirements, if applicable, upon completion of the review process.

- A. Workers' Compensation Insurance. Workers' compensation insurance, including employers' liability coverage, in accordance with all applicable statutes of the state.
- B. Commercial General Liability (CGL) Insurance. Commercial general liability insurance on an "occurrence basis," with limits of liability not less than \$1,000,000 per occurrence combined single limit, personal injury, bodily injury and property damage. Coverage shall include broad form general liability extensions or equivalent.
- C. Motor Vehicle Liability Insurance. Motor vehicle liability insurance, including all applicable no-fault coverages, with limits of liability of not less than \$1,000,000 per occurrence combined single limit bodily injury and property damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- D. Additional Insured. Commercial general liability insurance and motor vehicle liability insurance as described above shall include an endorsement stating the following shall be ***Additional Insureds: The City of Birmingham, including all elected and appointed officials, all employee and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. This coverage shall be primary to any other coverage that may be available to the additional insured, whether any other available coverage by primary, contributing or excess.***

- E. Cancellation Notice. Thirty days advance written notice of insurance cancellation, non-renewal and/or reduction or material change in coverage shall be provided to the City. Notice of cancellation, material change or reduction shall be attached to the certificate of insurance, or otherwise evidenced as in effect under the policy listed.
- F. Proof of Insurance Coverage. The City shall be provided with certificates of insurance evidencing the coverages outlined above.
- G. Expiration. If any of the above coverages expire, renewal certificates and/or policies must be provided to the City at least ten days prior to the expiration date.
- H. Acceptability of Insurance Company. All coverages shall be with insurance carriers licensed to do business in the state. All coverages shall be with carriers acceptable to the City.
- I. Hold-Harmless Agreement. The hold-harmless agreement should be submitted on the applicant's letterhead or stationery and signed by an authorized representative of the organization. (See attached)

If alcoholic beverages are to be served, you will need to add the coverage described in item J, below:

- J. Liquor Liability Insurance: The event sponsor shall procure and maintain for this event liquor liability insurance with limits of liability of not less than \$1,000,000 per occurrence for each covered location. The liquor liability insurance as described above shall include an endorsement naming the City of Birmingham as additional insured.



Huntington's Disease  
Society of America



Michigan CHAPTER

### HOLD-HARMLESS AGREEMENT

"To the fullest extent permitted by law, **Don Peasley/HDSA Michigan Chapter** and any entity or person for whom the **(Don Peasley/HDSA Michigan Chapter)** is legally liable, agrees to be responsible for any liability, defend, pay on behalf of, indemnify, and hold harmless the City of Birmingham, its elected and appointed officials, employees and volunteers and others working on behalf of the City of Birmingham against any and all claims, demands, suits, or loss, including all costs and reasonable attorney fees connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City of Birmingham, its elected and appointed officials, employees, volunteers or others working on behalf of the City of Birmingham, by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this activity/event. Such responsibility shall not be construed as liability for damage caused by or resulting from the sole act or omission of the City of Birmingham, its elected or appointed officials, employees, volunteers or others working on behalf of the City of Birmingham."

Applicant's signature

3.1.21

Date

---

Huntington's Disease Society of America – Michigan Chapter  
1221 Bowers St. P.O. Box 1091 Birmingham, MI 48012



## DEPARTMENT APPROVALS

EVENT NAME: YOGA IN THE PARK

LICENSE NUMBER #21-00012010

COMMISSION HEARING DATE: April 12, 2021

NOTE TO STAFF: Please submit approval by **April 5, 2021**

DATE OF EVENT: JUNE 26, 2021

DEPARTMENT	APPROVED	COMMENTS	PERMITS REQUIRED (Must be obtained directly from individual departments)	ESTIMATED COSTS (Must be paid two weeks prior to the event. License will not be issued if unpaid.)	ACTUAL COSTS (Event will be invoiced by the Clerk's office after the event)
<b>PLANNING</b> 101-000.000-634.0005 248.530.1855	BC	No Cost / No Comment		\$0	
<b>BUILDING</b> 101-000.000.634.0005 248.530.1850	MJM	The 8'x8' tents do not require a permit. Tents must be weighted down and not staked.		\$0	
<b>FIRE</b> 101-000.000-634.0004 248.530.1900	JDP	Fire extinguisher 2A:10BC (size) required on any stage, tent or cooking area. Maintain egress passages. Fire retardant certificates for tents. Anchor tents securely to ground.		\$0	
<b>POLICE</b> 101-000.000.634.0003 248.530.1870	SG	On duty personnel to provide extra patrol.		\$0	\$0
<b>PUBLIC SERVICES</b> 101-000.000-634.0002 248.530.1642	CL	The department will make arrangements with representative to deliver trash receptacles.		\$25	
<b>ENGINEERING</b> 101-000.000.634.0002 248.530.1839		Based on supplied information it doesn't appear as any ROW or Obstruction is required for the event.	None	\$0	\$0

<b>SP+ PARKING</b>	SG	No Parking Concerns.		\$0	\$0
<b>INSURANCE</b> 248.530.1807		Need to submit insurance certificate, Hold Harmless Agreement	None	\$0	\$0
<b>CLERK</b> 101-000.000-614.0000 248.530.1803	AH	Notification letters to be mailed by applicant no later than 3/29/2021. Notification addresses on file in the Clerk's Office. Evidence of required insurance must be on file with the Clerk's Office no later than 6/4/2021.	Applications for vendors license must be submitted no later than 6/4/2021	\$165 PAID 3/9/2021	
				<b>TOTAL DEPOSIT REQUIRED</b>  \$25	<b>ACTUAL COST</b>

**FOR CLERK'S OFFICE USE**

Deposit paid \_\_\_\_\_

Actual Cost \_\_\_\_\_

Due/Refund\_\_\_\_\_





## MEMORANDUM

Museum

**DATE:** April 12, 2021

**TO:** Tom Markus, City Manager

**FROM:** Leslie Pielack, Museum Director

**SUBJECT:** Contract Agreement-Birmingham Museum Phase I Heritage Zone Landscape Improvement Project

---

### INTRODUCTION:

In its recent update of the Birmingham Museum Strategic Plan, accepted by the City Commission on September 14, 2020, the Museum Board identified landscape enhancements in the Heritage Zone as an important objective of the implementation of the landscape master plan. These include installation of primary signage and fencing modifications in the area around the Allen and Hunter Houses and the installation of three elm trees as part of the landscape restoration. The project will also raise awareness of the museum's planned landscape restoration and help with future fundraising efforts for additional improvements. The remainder of the Heritage Zone improvements consist of relocation of utilities, garden bed preparation, planting materials, and construction of a vine support, to be planned as additional funds become available.

### BACKGROUND:

In 2018, the Museum Board worked with historic landscape architect Nagy Devlin Land Designs to develop a conceptual landscape master plan for the museum grounds. The resulting **2018 Birmingham Museum Landscape Master Plan** incorporates existing conditions and site history as well as public access needs. Of the four identified zones, the Heritage Zone is the most visible and most heavily used by the public. Nagy Devlin Land Designs developed the final detail design, approved by the Museum Board on March 14, 2019. On March 20, 2019, the Historic District Commission granted a Certificate of Appropriateness for the project.

At its November 6, 2020 meeting, the Museum Board identified the first phase of Heritage Zone improvements, to be undertaken in the spring of 2021. Planned enhancements will restore landscape elements from the original Allen House period with the removal of several non-historic tree species and re-installation of hybrid elms to restore the character of the front yard. Gates will be added to the existing picket fence, and additional fence detail will be added to differentiate the Hunter House area with a more historically accurate fencing baseboard. Lighted permanent signage will also be installed in the garden area between the Allen and Hunter Houses.

A Request For Proposals was issued for the Birmingham Museum-Phase I Heritage Zone Landscape Improvement Project and two qualified bids were received. City staff reviewed the bids and firms' qualifications, and bids were also reviewed by the Museum Board at its March 18, 2021 meeting. By unanimous vote of 6-0, the Museum Board voted to recommend that Worry Free Outdoor Services be awarded the contract. Worry Free Outdoor Services, Inc. met all requirements, was the lowest qualified bidder at \$ 33,400.00, and has successfully completed similar projects with positive references from other local municipalities. Worry Free also has an established history and relationship with the City of Birmingham through past projects with the Birmingham Shopping District and Department of Public Services. Subject to Commission approval of the contract, project completion is expected by July 1, 2021.

<b>Phase I Heritage Zone Landscape Improvements</b>	<b>Worry Free Outdoor Services, Inc.</b>	<b>L.G.K. Building, Inc.</b>
	<b>\$ 33,400</b>	<b>\$ 38,500</b>

#### **LEGAL REVIEW:**

City Attorney Mary Kucharek has provided a legal review of the contract agreement for the Birmingham Museum Phase I Heritage Zone Landscape Improvement Project with Worry Free Outdoor Services, Inc.

#### **FISCAL IMPACT:**

The Museum received \$15,000 in December 2018 for this project. Those funds were recorded in the Capital Projects Fund. In addition, the Museum budgeted \$6,000 in their General Fund budget for this project for a total of \$21,000 in available funds. The remaining \$12,400 is being proposed to come from funds that were budgeted for the window restoration project. That project is being postponed to the 2021-2022 fiscal year.

It is recommended that the entire project be charged to the General Fund and transfer the donation from the Capital Projects Fund to the General Fund. A budget amendment would be necessary to transfer these funds.

#### **SUMMARY**

A phased approach to the Birmingham Museum Landscape Master Plan will enable fundraising and community involvement for project components at the various stages and make graduated progress toward improved public access. The fencing, primary signage, and installation of elm trees in the Heritage Zone area will provide enhancements in the most visible and most utilized area of the museum grounds. The use of significant donated funds also demonstrates a commitment to public engagement in the restoration and improvement of the site. Worry Free Outdoor Services, Inc. has met the requirements and has presented the most qualified and lowest proposal to complete the project. It is therefore recommended that the contract award for the Birmingham Museum-Phase I Heritage Zone Landscape Improvement Project go to Worry Free Outdoor Services, Inc., for \$33,400.00 and that a budget amendment be approved to transfer the donation from the Capital Projects Fund.

**ATTACHMENTS:**

1. Contract Agreement with insurance documents
2. Request for Proposals with Addendum 1
3. Excerpt of minutes of the Museum Board meeting of March 14, 2019
4. Excerpt of minutes of the Historic District Commission meeting of March 20, 2019
5. Excerpt of minutes of the Museum Board meeting of November 5, 2020
6. Excerpt of draft minutes of the Museum Board meeting of March 18, 2021

**SUGGESTED RESOLUTION:**

To award the project for Birmingham Museum Phase I Heritage Zone Landscape Improvement Project to Worry Free Outdoor Services, Inc. in the amount of \$33,400.00, to be charged to the Allen House Other Contractual Services account, #101-804.002-811.0000 and further; to approve the appropriation and budget amendment to the fiscal year 2020-2021 General Fund and Capital Projects Fund budgets as follows:

General Fund

## Revenues:

101-000.000-400.0000 Draw from Fund Balance	\$(15,000)
101-000.000-699.0401 Transfer in Capital Projects Fund	<u>15,000</u>
Total Revenue	<u>\$ -0-</u>

Capital Projects Fund

## Revenues:

401-000.000-400.0000 Draw from Fund Balance	\$15,000
---	----------

## Expenditures:

401-804.001-999.0101 Transfer to General Fund	\$15,000
---	----------

## **AGREEMENT**

### **Birmingham Museum - Phase I Heritage Zone Landscape Improvement Project**

This AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between CITY OF BIRMINGHAM, having its principal municipal office at 151 Martin Street, Birmingham, MI (hereinafter sometimes called "City"), and WORRY FREE OUTDOOR SERVICES, INC., having its principal office at 1460 Rochester Road, Troy, MI (hereinafter called "Contractor"), provides as follows:

#### **WITNESSETH:**

**WHEREAS**, the City of Birmingham, through its Building Facilities Department, is desirous of making Phase I landscape improvements to the Heritage Zone at the Birmingham Museum in the City of Birmingham.

**WHEREAS**, the City has heretofore advertised for bids for the procurement and performance of services required to make Phase I landscape improvements to the Heritage Zone at the Birmingham Museum, and in connection therewith has prepared a request for sealed proposals ("RFP"), which includes certain instructions to bidders, specifications, terms and conditions.

**WHEREAS**, the Contractor has professional qualifications that meet the project requirements and has made a bid in accordance with such request for cost proposals to make Phase I landscape improvements to the Heritage Zone located at the Birmingham Museum.

**NOW, THEREFORE**, for and in consideration of the respective agreements and undertakings herein contained, the parties agree as follows:

1. It is mutually agreed by and between the parties that the documents consisting of the Request for Proposal to make Phase I landscape improvements to the Heritage Zone at the Birmingham Museum and the Contractor's cost proposal dated \_\_\_\_\_, 2021 shall be incorporated herein by reference (Exhibits A-E) and shall become a part of this Agreement, and shall be binding upon both parties hereto. If any of the documents are in conflict with one another, this Agreement shall take precedence, then the RFP.

2. The City shall pay the Contractor for the performance of this Agreement in an amount not to exceed \$36,225.00 as set forth in the Contractor's 2021 cost proposal (Exhibit C).

3. This Agreement shall commence upon execution by both parties, unless the City exercises its option to terminate the Agreement in accordance with the Request for Proposals.

4. The Contractor shall employ personnel of good moral character and fitness in performing all services under this Agreement.

5. The Contractor and the City agree that the Contractor is acting as an independent Contractor with respect to the Contractor's role in providing services to the City pursuant to this Agreement, and as such, shall be liable for its own actions and neither the Contractor nor its employees shall be construed as employees of the City. Nothing contained in this Agreement shall be construed to imply a joint venture or partnership and neither party, by virtue of this Agreement, shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party, except as specifically outlined herein. Neither the City nor the Contractor shall be considered or construed to be the agent of the other, nor shall either have the right to bind the other in any manner whatsoever, except as specifically provided in this Agreement, and this Agreement shall not be construed as a contract of agency. The Contractor shall not be entitled or eligible to participate in any benefits or privileges given or extended by the City, or be deemed an employee of the City for purposes of federal or state withholding taxes, FICA taxes, unemployment, workers' compensation or any other employer contributions on behalf of the City.

6. The Contractor acknowledges that in performing services pursuant to this Agreement, certain confidential and/or proprietary information (including, but not limited to, internal organization, methodology, personnel and financial information, etc.) may become involved. The Contractor recognizes that unauthorized exposure of such confidential or proprietary information could irreparably damage the City. Therefore, the Contractor agrees to use reasonable care to safeguard the confidential and proprietary information and to prevent the unauthorized use or disclosure thereof. The Contractor shall inform its employees of the confidential or proprietary nature of such information and shall limit access thereto to employees rendering services pursuant to this Agreement. The Contractor further agrees to use such confidential or proprietary information only for the purpose of performing services pursuant to this Agreement.

7. This Agreement shall be governed by and performed, interpreted and enforced in accordance with the laws of the State of Michigan. The Contractor agrees to perform all services provided for in this Agreement in accordance with and in full compliance with all local, state and federal laws and regulations.

8. If any provision of this Agreement is declared invalid, illegal or unenforceable, such provision shall be severed from this Agreement and all other provisions shall remain in full force and effect.

9. This Agreement shall be binding upon the successors and assigns of the parties hereto, but no such assignment shall be made by the Contractor without the prior written consent of the City. Any attempt at assignment without prior written consent shall be void and of no effect.

10. The Contractor agrees that neither it nor its subcontractors will discriminate against any employee or applicant for employment with respect to hire, tenure, terms,

conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight or marital status. The Contractor shall inform the City of all claims or suits asserted against it by the Contractor's employees who work pursuant to this Agreement. The Contractor shall provide the City with periodic status reports concerning all such claims or suits, at intervals established by the City.

11. The Contractor shall not commence work under this Agreement until it has, at its sole expense, obtained the insurance required under this paragraph. All coverages shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with carriers acceptable to the City of Birmingham.

12. The Contractor shall maintain during the life of this Agreement the applicable types of insurance coverage and minimum limits as set forth below:

A. Workers' Compensation Insurance:

For Non-Sole Proprietorships: Contractor shall procure and maintain during the life of this Agreement, Workers' Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

For Sole Proprietorships: Contractor shall complete and furnish to the City prior to the commencement of work under this Agreement a signed and notarized Sole Proprietor Form, for sole proprietors with no employees or with employees, as the case may be.

B. Commercial General Liability Insurance: Contractor shall procure and maintain during the life of this Agreement, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than **\$1,000,000** per occurrence combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.

C. Motor Vehicle Liability: Contractor shall procure and maintain during the life of this Agreement Motor Vehicle Liability Insurance, including all applicable no-fault coverages, with limits of liability of not less than \$1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

D. Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following **Additional Insureds: The City of Birmingham,**

**including all elected and appointed officials, all employee and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof.** This coverage shall be primary to any other coverage that may be available to the additional insured, whether any other available coverage by primary, contributing or excess.

- E. Professional Liability: If applicable, professional liability insurance with limits of not less than \$1,000,000 per claim if Contractor will provide service that are customarily subject to this type of coverage.
- F. Pollution Liability Insurance: Contractor shall procure and maintain during the life of this Agreement Pollution Liability Insurance, with limits of liability of not less than \$1,000,000, per occurrence preferred, but claims made accepted.
- G. Owners Contractors Protective Liability: The Contractor shall procure and maintain during the life of this contract, an Owners Contractors Protective Liability Policy with limits of liability not less than \$3,000,000 per occurrence, combined single limit, Personal Injury, Bodily Injury and Property Damage. The City of Birmingham shall be "Name Insured" on said coverage.
- H. Cancellation Notice: Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.
- I. Proof of Insurance Coverage: Contractor shall provide the City of Birmingham at the time the Agreement is returned for execution, Certificates of Insurance and/or policies, acceptable to the City of Birmingham, as listed below.
  - 1) Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance, or a signed and notarized copy of the Sole Proprietor Form;
  - 2) Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance;
  - 3) Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance;
  - 4) Two (2) copies of Certificate of Insurance for Professional Liability Insurance, if applicable;
  - 5) If so requested, Certified Copies of all policies mentioned above will be furnished.
- J. Coverage Expiration: If any of the above coverages expire during the term of this Agreement, Contractor shall deliver renewal certificates and/or policies to the City of Birmingham at least (10) days prior to the expiration date.

- K. Maintaining Insurance: Upon failure of the Contractor to obtain or maintain such insurance coverage for the term of the Agreement, the City of Birmingham may, at its option, purchase such coverage and subtract the cost of obtaining such coverage from the Agreement amount. In obtaining such coverage, the City of Birmingham shall have no obligation to procure the most cost-effective coverage but may contract with any insurer for such coverage.

13. To the fullest extent permitted by law, the Contractor and any entity or person for whom the Contractor is legally liable, agrees to be responsible for any liability, defend, pay on behalf of, indemnify, and hold harmless the City of Birmingham, its elected and appointed officials, employees and volunteers and others working on behalf of the City of Birmingham against any and all claims, demands, suits, or loss, including all costs and reasonable attorney fees connected therewith, and for any damages which may be asserted, claimed or recovered against or from and the City of Birmingham, its elected and appointed officials, employees, volunteers or others working on behalf of the City of Birmingham, by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this Agreement. Such responsibility shall not be construed as liability for damage caused by or resulting from the sole act or omission of its elected or appointed officials, employees, volunteers or others working on behalf of the City of Birmingham.

14. If, after the effective date of this Agreement, any official of the City, or spouse, child, parent or in-law of such official or employee shall become directly or indirectly interested in this Agreement or the affairs of the Contractor, the City shall have the right to terminate this Agreement without further liability to the Contractor if the disqualification has not been removed within thirty (30) days after the City has given the Contractor notice of the disqualifying interest. Ownership of less than one percent (1%) of the stock or other equity interest in a corporation or partnership shall not be a disqualifying interest. Employment shall be a disqualifying interest.

15. If Contractor fails to perform its obligations hereunder, the City may take any and all remedial actions provided by the general specifications or otherwise permitted by law.

16. All notices required to be sent pursuant to this Agreement shall be mailed to the following addresses:

City of Birmingham  
Attn: John Galik  
151 Martin Street  
Birmingham, MI 48009  
248-530-1883

CONTRACTOR  
Worry Free Outdoor Services, Inc.  
Attn: Travis Beard, Vice President  
1460 Rochester Road  
Troy, MI / 248-585-2808



17. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled either by commencement of a suit in Oakland County Circuit Court, the 48th District Court or by arbitration. If both parties elect to have the dispute resolved by arbitration, it shall be settled pursuant to Chapter 50 of the Revised Judicature Act for the State of Michigan and administered by the American Arbitration Association with one arbitrator being used, or three arbitrators in the event any party's claim exceeds \$1,000,000. Each party shall bear its own costs and expenses and an equal share of the arbitrator's and administrative fees of arbitration. Such arbitration shall qualify as statutory arbitration pursuant to MCL§600.5001 et seq., and the Oakland County Circuit Court or any court having jurisdiction shall render judgment upon the award of the arbitrator made pursuant to this Agreement. The laws of the State of Michigan shall govern this Agreement, and the arbitration shall take place in Oakland County, Michigan. In the event that the parties elect not to have the matter in dispute arbitrated, any dispute between the parties may be resolved by the filing of a suit in the Oakland County Circuit Court or the 48th District Court.

18. FAIR PROCUREMENT OPPORTUNITY: Procurement for the City of Birmingham will be handled in a manner providing fair opportunity for all businesses. This will be accomplished without abrogation or sacrifice of quality and as determined to be in the best interest of the City of Birmingham.

**IN WITNESS WHEREOF, the said parties have caused this Agreement to be executed as of the date and year above written.**

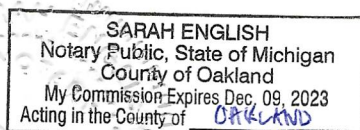
**CONTRACTOR**

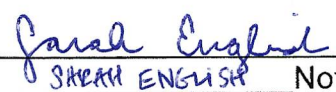
WORRY FREE OUTDOOR SERVICES, INC.

By:   
Travis Beard, Vice President

STATE OF MICHIGAN     )  
  )ss  
COUNTY OF OAKLAND    )

On this 6TH day of APRIL, 2021, before me personally appeared TRAVIS BEARD who acknowledged he is the Vice President of Worry Free Outdoor Services, Inc. and that with authority to do so he signed this Agreement.



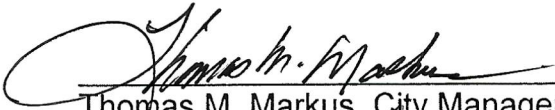
  
SARAH ENGLISH Notary Public  
OAKLAND County, Michigan  
Acting in OAKLAND County, Michigan  
My commission expires: 12/09/2023

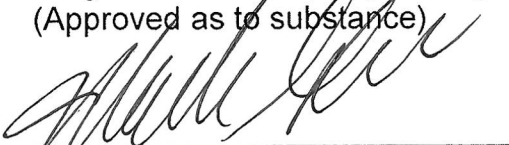
**CITY OF BIRMINGHAM**

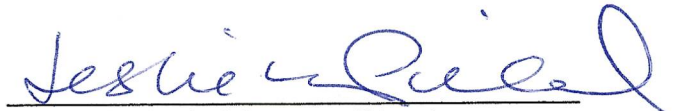
By: \_\_\_\_\_  
Pierre Boutros  
Its: Mayor


By: \_\_\_\_\_  
Alexandria Bingham  
Its: City Clerk

Approved:

  
\_\_\_\_\_  
Thomas M. Markus, City Manager  
(Approved as to substance)

  
\_\_\_\_\_  
Mark Gerber, Director of Finance  
(Approved as to financial obligation)

  
\_\_\_\_\_  
Leslie Pielack, Museum Director  
(Approved as to substance)

  
\_\_\_\_\_  
Mary M. Kucharek, City Attorney  
(Approved as to form)

## **EXHIBIT A**



## REQUEST FOR PROPOSALS

### **Birmingham Museum-Phase I Heritage Zone Landscape Improvement Project**

---

Sealed proposals endorsed **"Birmingham Museum - Phase I Heritage Zone Landscape Improvement Project"**, will be received at the Office of the City Clerk, 151 Martin Street, PO Box 3001, Birmingham, Michigan, 48012; until Friday, March 12, 2021 at 1:00 p.m. after which time bids will be publicly opened and read.

**PLEASE NOTE:** Due to Covid-19 the Municipal Building at 151 Martin is closed to the public with the exception of the Police Station vestibule on the East side (Pierce St.) of the building. Inside the vestibule, there is a drop box. **Proposal must be clearly labeled: Attention City Clerk – Birmingham Museum - Phase I Heritage Zone Landscape Improvement Project."**

Bidders will be required to attend a mandatory pre-bid meeting on **Thursday, February 25, 2021 at 1:00 PM** at the Birmingham Museum, located at 556 W. Maple, Birmingham, MI 48009. Bidders must register for the pre-bid meeting by **3:00 p.m. Wednesday February 24, 2021** by contacting Leslie Pielack at 248-530-1682.

The City of Birmingham, Michigan is accepting sealed bid proposals from qualified professional firms to furnish all materials, necessary equipment and perform all required work necessary for the Birmingham Museum-Phase I Heritage Zone Landscape Improvement Project. This work must be performed as specified in accordance with the specifications contained in the Request For Proposals (RFP).

The RFP, including the Specifications, may be obtained online from the Michigan Inter-governmental Trade Network at <http://www.mitn.info> or at the City of Birmingham, 151 Martin St., Birmingham, Michigan, by contacting Leslie Pielack at 248-530-1682 or [lpielack@bhamgov.org](mailto:lpielack@bhamgov.org).

The acceptance of any proposal made pursuant to this invitation shall not be binding upon the City until an agreement has been executed.

**Submitted to MITN:** February 11, 2021  
**Mandatory Pre-Bid Meeting:** Thursday, February 25, 2021, 1:00 p.m.  
At the Birmingham Museum  
556 W. Maple, Birmingham, MI 48009

**Deadline for Submissions:** Friday, March 12, 2021 at 1:00 p.m.  
**Contact Person:** Leslie Pielack  
P.O. Box 3001, 151 Martin Street  
Birmingham, MI 48012-3001  
Phone: 248-530-1883  
Email: [lpielack@bhamgov.org](mailto:lpielack@bhamgov.org)





**REQUEST FOR PROPOSALS  
For BIRMINGHAM MUSEUM-ALLEN HOUSE HISTORIC WINDOW RESTORATION  
PROJECT**

---

**Contents**

INTRODUCTION.....	3
REQUEST FOR PROPOSALS (RFP) .....	3
MANDATORY PRE-BID MEETING .....	3
INVITATION TO SUBMIT A PROPOSAL .....	4
INSTRUCTIONS TO BIDDERS .....	4
EVALUATION PROCEDURE AND CRITERIA .....	5
TERMS AND CONDITIONS .....	5
CONTRACTOR'S RESPONSIBILITIES .....	6
CITY RESPONSIBILITY .....	7
SETTLEMENT OF DISPUTES .....	7
INSURANCE .....	7
CONTINUATION OF COVERAGE .....	7
EXECUTION OF CONTRACT .....	8
INDEMNIFICATION .....	8
CONFLICT OF INTEREST .....	8
EXAMINATION OF PROPOSAL MATERIALS .....	8
PROJECT TIMELINE .....	8
SCOPE OF WORK.....	9
ATTACHMENT A - AGREEMENT .....	11
ATTACHMENT B - BIDDER'S AGREEMENT .....	17
ATTACHMENT C - COST PROPOSAL .....	18
ATTACHMENT D - IRAN SANCTIONS ACT VENDOR CERTIFICATION FORM.....	19
ATTACHMENT E – HERITAGE ZONE ARCHITECTURAL DRAWINGS LP-1&LP-2.....	20

## INTRODUCTION

For purposes of this request for proposals, the City of Birmingham will hereby be referred to as "City" and the private firm will hereby be referred to as "Contractor."

The City of Birmingham, Michigan is accepting sealed bid proposals from qualified professional contractors to furnish all materials, necessary equipment and to perform all required work necessary for the Birmingham Museum-Phase I Heritage Zone Landscape Improvement Project located at the Birmingham Museum at 556 W. Maple, Birmingham, MI 48009. This work must be performed as specified and in accordance with the specifications outlined by the Scope of Work contained in this Request For Proposals (RFP).

During the evaluation process, the City's best interest will be served and reserves the right to request additional information or clarification from proposers, or to allow corrections of errors or omissions. At the discretion of the City, firms submitting proposals may be requested to make oral presentations as part of the evaluation.

It is anticipated the selection of a firm will be completed by April 28, 2021. An Agreement for services will be required with the selected Contractor. A copy of the Agreement is contained herein for reference. Contract services will commence upon execution of the service agreement by the City.

## REQUEST FOR PROPOSALS (RFP)

The purpose of this RFP is to request sealed bid proposals from qualified parties presenting their qualifications, capabilities and costs in order to provide the work for the Birmingham Museum-Phase I Heritage Zone Landscape Improvement Project in accordance with the specifications outlined by the Scope of Work contained in this RFP.

The Birmingham Museum consists of two buildings located as follows: the Allen House, located at 556 W. Maple Rd. and the Hunter House, located at 550 W. Maple Rd. in the city of Birmingham, MI 48009. The project will be on the grounds.

## MANDATORY PRE-BID MEETING

Prior to submitting a bid, interested firms are required to attend a pre-bid meeting to conduct an on-site visit of the location and access to the project location to make inquiries about the RFP. **Bidders will be required to attend a mandatory pre-bid meeting on Thursday, February 25, 2021 at 1:00 PM. at the Birmingham Museum, located at 556 W. Maple, Birmingham, MI 48009. Bidders must register for the pre-bid meeting by 3:00 p.m. Wednesday February 24, 2021 by contacting Leslie Pielack at 248-530-1682.**

## INVITATION TO SUBMIT A PROPOSAL

Proposals shall be submitted no later than Friday, March 12, 2021 at 1:00 p.m. to:

City of Birmingham  
Attn: City Clerk  
151 Martin Street  
Birmingham, Michigan 48009

One (1) original and one (1) copy of the proposal shall be submitted. The proposal should be firmly sealed in an envelope, which shall be clearly marked on the outside, endorsed **"Birmingham Museum - Phase I Heritage Zone Landscape Improvement Project."**

Any proposal received after the due date and time cannot be accepted and will be rejected and returned, unopened, to the proposer. Proposer may submit more than one proposal provided each proposal meets the functional requirements.

## INSTRUCTIONS TO BIDDERS

1. Any and all forms requesting information from the bidder must be completed on the attached forms contained herein (see Contractor's Responsibilities). If more than one bid is submitted, a separate bid proposal form must be used for each.
2. Any request for clarification of this RFP shall be made in writing and delivered to: John Galik, 248-530-1883 (jgalik@bhamgov.org), 151 Martin, Birmingham, MI 48009. Such request for clarification shall be delivered, in writing, no later than 5 days prior to the deadline for submissions.
3. All proposals must be submitted following the RFP format as stated in this document and shall be subject to all requirements of this document including the instruction to respondents and general information sections. All proposals must be regular in every respect and no interlineations, excisions, or special conditions shall be made or included in the RFP format by the respondent.
4. The contract will be awarded by the City of Birmingham to the most responsive and qualified bidder with the lowest price and the contract will require the completion of the work pursuant to these documents.
5. Each respondent shall include in his or her proposal, in the format requested, the cost of performing the work. Municipalities are exempt from Michigan State Sales and Federal Excise taxes. Do not include such taxes in the proposal figure. The City will furnish the successful company with tax exemption information when requested.
6. Each respondent shall include in their proposal the following information: Firm name, address, city, state, zip code, telephone number, and fax number. The company shall also provide the name, address, telephone number and e-mail

address of an individual in their organization to whom notices and inquiries by the City should be directed as part of their proposal.

## **EVALUATION PROCEDURE AND CRITERIA**

The evaluation panel will consist of City staff and any other person(s) designated by the City who will evaluate the proposals based on, but not limited to, the following criteria:

1. Ability to provide services as outlined.
2. Related experience with similar landscape improvement projects, Contractor background, and personnel qualifications.
3. Quality of materials proposed.
4. Overall Costs.
5. References.

## **TERMS AND CONDITIONS**

1. The City reserves the right to reject any or all proposals received, waive informalities, or accept any proposal, in whole or in part, it deems best. The City reserves the right to award the contract to the next most qualified Contractor if the successful Contractor does not execute a contract within ten (10) days after the award of the proposal.
2. The City reserves the right to request clarification of information submitted and to request additional information of one or more Contractors.
3. The City reserves the right to terminate the contract at its discretion should it be determined that the services provided do not meet the specifications contained herein. The City may terminate this Agreement at any point in the process upon notice to Contractor sufficient to indicate the City's desire to do so. In the case of such a stoppage, the City agrees to pay Contractor for services rendered to the time of notice, subject to the contract maximum amount.
4. Any proposal may be withdrawn up until the date and time set above for the opening of the proposals. Any proposals not so withdrawn shall constitute an irrevocable offer, for a period of ninety (90) days, to provide the services set forth in the proposal.
5. The cost of preparing and submitting a proposal is the responsibility of the Contractor and shall not be chargeable in any manner to the City.
6. The successful bidder will be required to furnish a Performance Bond in an amount not less than 100% of the contract price in favor of the City of Birmingham, conditioned upon the faithful performance of the contract, and completion on or before the date specified.



7. Payment will be made within thirty (30) days after invoice. Acceptance by the City is defined as authorization by the designated City representative to this project that all the criteria requested under the Scope of Work contained herein have been provided. Invoices are to be rendered each month following the date of execution of an Agreement with the City.
8. The Contractor will not exceed the timelines established for the completion of this project.
9. The successful bidder shall enter into and will execute the contract as set forth and attached as Attachment A.

## **CONTRACTOR'S RESPONSIBILITIES**

Each bidder shall provide the following as part of their proposal:

1. Complete and sign all forms requested for completion within this RFP.
  - a. Bidder's Agreement (Attachment B - p. 17)
  - b. Cost Proposal (Attachment C - p. 18)
  - c. Iran Sanctions Act Vendor Certification Form (Attachment D - p. 19)
  - d. Agreement (p. 11 – **only if selected by the City**).
2. Provide a description of completed projects that demonstrate the firm's ability to complete projects of similar scope, size, and purpose, and in a timely manner, and within budget.
3. Provide a written plan detailing the anticipated timeline for completion of the tasks set forth in the Scope of Work (p. 9).
4. The Contractor will be responsible for any changes necessary for the plans to be approved by the City of Birmingham.
5. Provide a description of the firm, including resumes and professional qualifications of the principals involved in administering the project.
6. Provide a list of sub-contractors and their qualifications, if applicable.
7. Provide three (3) client references from past projects, include current phone numbers. At least two (2) of the client references should be for projects utilizing the same materials included in the Contractor's proposal.
8. The Contractor will be responsible for the disposal of all material and any damages which occur as a result of any of employees or subcontractors of the Contractor during this project.

9. The contractor will be responsible for getting the building and parking permits at no cost to the contractor.
10. The successful bidder shall provide a Performance Bond in an amount not less than 100% of the contract price in favor of the City of Birmingham, conditioned upon the faithful performance of the contract, and completion on or before the date specified.
11. Provide a project timeline addressing each section within the Scope of Work and a description of the overall project approach. Include a statement that the Contractor will be available according to the proposed timeline.

### **CITY RESPONSIBILITY**

1. The City will provide a designated representative to work with the Contractor to coordinate both the City's and Contractor's efforts and to inspect and verify any work performed by the Contractor.
2. The City will provide access to the City of Birmingham during regular business hours or during nights and weekends as approved by the City's designated representative.

### **SETTLEMENT OF DISPUTES**

The successful bidder agrees to certain dispute resolution avenues/limitations. Please refer to paragraph 17 of the Agreement attached as Attachment A for the details and what is required of the successful bidder.

### **INSURANCE**

The successful bidder is required to procure and maintain certain types of insurances. Please refer to paragraph 12 of the Agreement attached as **Attachment A** for the details and what is required of the successful bidder.

### **CONTINUATION OF COVERAGE**

The Contractor also agrees to provide all insurance coverages as specified. Upon failure of the Contractor to obtain or maintain such insurance coverage for the term of the agreement, the City may, at its option, purchase such coverage and subtract the cost of obtaining such coverage from the contract amount. In obtaining such coverage, Birmingham shall have no obligation to procure the most cost effective coverage but may contract with any insurer for such coverage.

## **EXECUTION OF CONTRACT**

The bidder whose proposal is accepted shall be required to execute the contract and to furnish all insurance coverages as specified within ten (10) days after receiving notice of such acceptance. Any contract awarded pursuant to any bid shall not be binding upon the City until a written contract has been executed by both parties. Failure or refusal to execute the contract shall be considered an abandoned all rights and interest in the award and the contract may be awarded to another. The successful bidder agrees to enter into and will execute the contract as set forth and attached as Attachment A.

## **INDEMNIFICATION**

The successful bidder agrees to indemnify the City and various associated persons. Please refer to paragraph 13 of the Agreement attached as Attachment A for the details and what is required of the successful bidder.

## **CONFLICT OF INTEREST**

The successful bidder is subject to certain conflict of interest requirements/restrictions. Please refer to paragraph 14 of the Agreement attached as Attachment A for the details and what is required of the successful bidder.

## **EXAMINATION OF PROPOSAL MATERIALS**

The submission of a proposal shall be deemed a representation and warranty by the Contractor that it has investigated all aspects of the RFP, that it is aware of the applicable facts pertaining to the RFP process and its procedures and requirements, and that it has read and understands the RFP. Statistical information which may be contained in the RFP or any addendum thereto is for informational purposes only.

## **PROJECT TIMELINE**

It is anticipated that this project will commence by May 1, 2021, and will be completed by mid-July, 2021.

The Contractor will not exceed the timelines established for the completion of this project.

## SCOPE OF WORK

The historic 1926 Allen and 1822 Hunter Houses are in the Mill Pond Historic District in the City of Birmingham and part of the Birmingham Museum complex. The museum grounds also include a public plaza between the two houses and a structure housing the historic Hill School Bell. A landscape master plan has been developed for the entire site, which is a public park, to provide greater public access and to restore the historic character of the site. The plan divides the site into four zones, each with unique features and planned enhancements.

The Heritage Zone incorporates the two buildings and plaza along Maple Road, and is the most visible area of the landscape. The first phase landscape improvements for this zone consist of modifications to the wood fencing, addition of wood gates, installation of permanent signage, and installation of historically appropriate trees in the area along Maple Road.

The completion of the Birmingham Museum-Phase I Heritage Zone Improvement Project must be undertaken by a qualified contractor. A detailed design with specifications has been developed in strict accordance with the Secretary of the Interior Standards for the Treatment of Historic Properties (see Attachment E, "Heritage Zone Landscape Plan LP-1 and LP-2"). The Contractor shall perform the following services in accordance with the requirements as defined and noted herein for the **Birmingham Museum - Phase I Heritage Zone Landscape Improvement Project**:

1. The Contractor shall furnish all labor, materials, and equipment required to perform all required work necessary for the Birmingham Museum-Phase I Heritage Zone Landscape Improvement Project, located at 556 W. Maple Rd., Birmingham, MI 48009 in accordance with the requirements as defined and noted herein and by the architectural design and specifications, "Heritage Zone Landscape Plan LP-1 and LP-2." (Attachment E), to consist only of the following components:
  - a) Modifications to the wood fencing at the Hunter House, consisting of adding base board to the existing fence. Lumber components to be Grade A, pressure treated pine finished with white paint.
  - b) Addition of wood gates in the existing fencing at the Hunter House and at the Allen House. Lumber components to be Grade A, pressure treated pine finished with white paint.
  - c) Installation of permanent wood sign on base, including removal of concrete, all lighting, and preparation only of garden bed for planting for primary sign; and fabrication and installation of wood museum logo sign for fence. Lumber components to be Grade A pressure treated pine finished with white paint. Plywood sheets to be AB grade marine plywood finished with white paint and Birmingham Museum logo colors.
  - d) Removal of non-historic trees (9" crab apple, 17" Norway maple, 14" horse chestnut, 8" linden 5" callery pear, and 9" and 12" catalpas) and replacement

with three disease-resistant Pioneer elm trees as specified in the "Heritage Zone Landscape Plan LP-1 and LP-2" (Attachment E) along Maple Road.

2. As a public park, the site will be utilized by the general public during construction.
3. Project requirements are detailed in "Heritage Zone Landscape Plan LP-1 and LP-2." (Attachment E):
4. Alternative Pricing: The Contractor shall provide additional alternative pricing as follows and include as itemized alternatives in the bidder's Cost Proposal (Attachment C):
  - a. one or more sign foundation options that include the following:
    - Provide for economic or installation advantages
    - Protect the sign from heaving and settlement, and ensure the sign remains sturdy, level and plumb
  - b. Substitution of High Density Poly Ethylene (HDPE) for all wood lumber in fencing, gates, and sign components with the following specifications:
    - Lumber shall be manufactured with recycled HDPE, molded in one piece per specified size, will have UV additives to prevent deterioration, and made up of no less than ninety-five percent (95%) HDPE.
    - All HDPE wood lumber substitutions to be painted white
5. The Contractor shall be responsible for the disposal of all materials in a safe and legal manner. **All bidders will outline their procedures for dust and debris collection during working hours and all cleaning activities.**
6. The Contractor shall operate in a safe manner and will observe all MIOSHA guidelines. **The Contractor shall provide the City with a copy of its COVID-19 Plan required by MIOSHA.**
7. The Contractor shall provide any and all manuals and/or warranty information related to this project to the City upon completion of the project.
8. The Contractor shall comply with all City of Birmingham's regulations for maintaining construction sites.
9. This section and referenced documents shall constitute the Scope of Work for this project and as such all requirements must be met.

## **ATTACHMENT A - AGREEMENT**

### **Birmingham Museum - Phase I Heritage Zone Landscape Improvement Project**

This AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between CITY OF BIRMINGHAM, having its principal municipal office at 151 Martin Street, Birmingham, MI (hereinafter sometimes called "City"), and \_\_\_\_\_, Inc., having its principal office at \_\_\_\_\_ (hereinafter called "Contractor"), provides as follows:

#### **WITNESSETH:**

**WHEREAS**, the City of Birmingham, through the Birmingham Museum, is desirous of making Phase I landscape improvements to the Heritage Zone at the Birmingham Museum in the City of Birmingham.

**WHEREAS**, the City has heretofore advertised for bids for the procurement and performance of services required to make Phase I landscape improvements to the Heritage Zone at the Birmingham Museum, and in connection therewith has prepared a request for sealed proposals ("RFP"), which includes certain instructions to bidders, specifications, terms and conditions.

**WHEREAS**, the Contractor has professional qualifications that meet the project requirements and has made a bid in accordance with such request for cost proposals to make Phase I landscape improvements to the Heritage Zone located at the Birmingham Museum.

**NOW, THEREFORE**, for and in consideration of the respective agreements and undertakings herein contained, the parties agree as follows:

1. It is mutually agreed by and between the parties that the documents consisting of the Request for Proposal to make Phase I landscape improvements to the Heritage Zone at the Birmingham Museum and the Contractor's cost proposal dated \_\_\_\_\_, 2021 shall be incorporated herein by reference (Attachment E) and shall become a part of this Agreement, and shall be binding upon both parties hereto. If any of the documents are in conflict with one another, this Agreement shall take precedence, then the RFP.
2. The City shall pay the Contractor for the performance of this Agreement in an amount not to exceed \_\_\_\_\_, as set forth in the Contractor's \_\_\_\_\_, 2021 cost proposal.
3. This Agreement shall commence upon execution by both parties, unless the City exercises its option to terminate the Agreement in accordance with the Request for Proposals.
4. The Contractor shall employ personnel of good moral character and fitness in performing all services under this Agreement.

5. The Contractor and the City agree that the Contractor is acting as an independent Contractor with respect to the Contractor's role in providing services to the City pursuant to this Agreement, and as such, shall be liable for its own actions and neither the Contractor nor its employees shall be construed as employees of the City. Nothing contained in this Agreement shall be construed to imply a joint venture or partnership and neither party, by virtue of this Agreement, shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party, except as specifically outlined herein. Neither the City nor the Contractor shall be considered or construed to be the agent of the other, nor shall either have the right to bind the other in any manner whatsoever, except as specifically provided in this Agreement, and this Agreement shall not be construed as a contract of agency. The Contractor shall not be entitled or eligible to participate in any benefits or privileges given or extended by the City, or be deemed an employee of the City for purposes of federal or state withholding taxes, FICA taxes, unemployment, workers' compensation or any other employer contributions on behalf of the City.

6. The Contractor acknowledges that in performing services pursuant to this Agreement, certain confidential and/or proprietary information (including, but not limited to, internal organization, methodology, personnel and financial information, etc.) may become involved. The Contractor recognizes that unauthorized exposure of such confidential or proprietary information could irreparably damage the City. Therefore, the Contractor agrees to use reasonable care to safeguard the confidential and proprietary information and to prevent the unauthorized use or disclosure thereof. The Contractor shall inform its employees of the confidential or proprietary nature of such information and shall limit access thereto to employees rendering services pursuant to this Agreement. The Contractor further agrees to use such confidential or proprietary information only for the purpose of performing services pursuant to this Agreement.

7. This Agreement shall be governed by and performed, interpreted and enforced in accordance with the laws of the State of Michigan. The Contractor agrees to perform all services provided for in this Agreement in accordance with and in full compliance with all local, state and federal laws and regulations.

8. If any provision of this Agreement is declared invalid, illegal or unenforceable, such provision shall be severed from this Agreement and all other provisions shall remain in full force and effect.

9. This Agreement shall be binding upon the successors and assigns of the parties hereto, but no such assignment shall be made by the Contractor without the prior written consent of the City. Any attempt at assignment without prior written consent shall be void and of no effect.

10. The Contractor agrees that neither it nor its subcontractors will discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight or marital status.

The Contractor shall inform the City of all claims or suits asserted against it by the Contractor's employees who work pursuant to this Agreement. The Contractor shall provide the City with periodic status reports concerning all such claims or suits, at intervals established by the City.

11. The Contractor shall not commence work under this Agreement until it has, at its sole expense, obtained the insurance required under this paragraph. All coverages shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with carriers acceptable to the City of Birmingham.

12. The Contractor shall maintain during the life of this Agreement the applicable types of insurance coverage and minimum limits as set forth below:

A. Workers' Compensation Insurance:

For Non-Sole Proprietorships: Contractor shall procure and maintain during the life of this Agreement, Workers' Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

For Sole Proprietorships: Contractor shall complete and furnish to the City prior to the commencement of work under this Agreement a signed and notarized Sole Proprietor Form, for sole proprietors with no employees or with employees, as the case may be.

B. Commercial General Liability Insurance: Contractor shall procure and maintain during the life of this Agreement, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than **\$1,000,000** per occurrence combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.

C. Motor Vehicle Liability: Contractor shall procure and maintain during the life of this Agreement Motor Vehicle Liability Insurance, including all applicable no-fault coverages, with limits of liability of not less than \$1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

D. Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following **Additional Insureds: The City of Birmingham, including all elected and appointed officials, all employee and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof.** This coverage shall be primary to any other coverage that may be



available to the additional insured, whether any other available coverage by primary, contributing or excess.

- E. Professional Liability: If applicable, professional liability insurance with limits of not less than \$1,000,000 per claim if Contractor will provide service that are customarily subject to this type of coverage.
- F. Pollution Liability Insurance: Contractor shall procure and maintain during the life of this Agreement Pollution Liability Insurance, with limits of liability of not less than \$1,000,000, per occurrence preferred, but claims made accepted.
- G. Owners Contractors Protective Liability: The Contractor shall procure and maintain during the life of this contract, an Owners Contractors Protective Liability Policy with limits of liability not less than \$3,000,000 per occurrence, combined single limit, Personal Injury, Bodily Injury and Property Damage. The City of Birmingham shall be "Name Insured" on said coverage.
- H. Cancellation Notice: Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.
- I. Proof of Insurance Coverage: Contractor shall provide the City of Birmingham at the time the Agreement is returned for execution, Certificates of Insurance and/or policies, acceptable to the City of Birmingham, as listed below.
  - 1) Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance, or a signed and notarized copy of the Sole Proprietor Form;
  - 2) Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance;
  - 3) Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance;
  - 4) Two (2) copies of Certificate of Insurance for Professional Liability Insurance, if applicable;
  - 5) If so requested, Certified Copies of all policies mentioned above will be furnished.
- J. Coverage Expiration: If any of the above coverages expire during the term of this Agreement, Contractor shall deliver renewal certificates and/or policies to the City of Birmingham at least (10) days prior to the expiration date.
- K. Maintaining Insurance: Upon failure of the Contractor to obtain or maintain such insurance coverage for the term of the Agreement, the City of Birmingham may, at its option, purchase such coverage and subtract the cost of obtaining such coverage from the Agreement amount. In obtaining such coverage, the City of Birmingham shall have no obligation to procure the most cost-effective coverage but may contract with any insurer for such coverage.

13. To the fullest extent permitted by law, the Contractor and any entity or person for whom the Contractor is legally liable, agrees to be responsible for any liability, defend, pay on behalf of, indemnify, and hold harmless the City of Birmingham, its elected and appointed officials, employees and volunteers and others working on behalf of the City of Birmingham against any and all claims, demands, suits, or loss, including all costs and reasonable attorney fees connected therewith, and for any damages which may be asserted, claimed or recovered against or from and the City of Birmingham, its elected and appointed officials, employees, volunteers or others working on behalf of the City of Birmingham, by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this Agreement. Such responsibility shall not be construed as liability for damage caused by or resulting from the sole act or omission of its elected or appointed officials, employees, volunteers or others working on behalf of the City of Birmingham.

14. If, after the effective date of this Agreement, any official of the City, or spouse, child, parent or in-law of such official or employee shall become directly or indirectly interested in this Agreement or the affairs of the Contractor, the City shall have the right to terminate this Agreement without further liability to the Contractor if the disqualification has not been removed within thirty (30) days after the City has given the Contractor notice of the disqualifying interest. Ownership of less than one percent (1%) of the stock or other equity interest in a corporation or partnership shall not be a disqualifying interest. Employment shall be a disqualifying interest.

15. If Contractor fails to perform its obligations hereunder, the City may take any and all remedial actions provided by the general specifications or otherwise permitted by law.

16. All notices required to be sent pursuant to this Agreement shall be mailed to the following addresses:

City of Birmingham  
Attn: Leslie Pielack  
151 Martin Street  
Birmingham, MI  
48009 248-530-1883

CONTRACTOR  
(Insert Contractor Information)

17. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled either by commencement of a suit in Oakland County Circuit Court, the 48th District Court or by arbitration. If both parties elect to have the dispute resolved by arbitration, it shall be settled pursuant to Chapter 50 of the Revised Judicature Act for the State of Michigan and administered by the American Arbitration Association with one arbitrator being used, or three arbitrators in the event any party's claim exceeds \$1,000,000. Each party shall bear its own costs and expenses and an equal share of the arbitrator's and administrative fees of arbitration. Such arbitration shall qualify as statutory arbitration pursuant to MCL§600.5001 et. seq., and the Oakland County Circuit Court or

any court having jurisdiction shall render judgment upon the award of the arbitrator made pursuant to this Agreement. The laws of the State of Michigan shall govern this Agreement, and the arbitration shall take place in Oakland County, Michigan. In the event that the parties elect not to have the matter in dispute arbitrated, any dispute between the parties may be resolved by the filing of a suit in the Oakland County Circuit Court or the 48th District Court.

18. FAIR PROCUREMENT OPPORTUNITY: Procurement for the City of Birmingham will be handled in a manner providing fair opportunity for all businesses. This will be accomplished without abrogation or sacrifice of quality and as determined to be in the best interest of the City of Birmingham.

**IN WITNESS WHEREOF, the said parties have caused this Agreement to be executed as of the date and year above written.**

WITNESSES:

CONTRACTOR

\_\_\_\_\_

By: \_\_\_\_\_

Its:

CITY OF BIRMINGHAM

\_\_\_\_\_

By: \_\_\_\_\_

Pierre Boutros

Its: Mayor

\_\_\_\_\_

By: \_\_\_\_\_

Alexandria Bingham

Its: City Clerk

Approved:

\_\_\_\_\_  
Leslie Pielack, Museum Director  
(Approved as to substance)

\_\_\_\_\_  
Mark Gerber, Director of Finance  
(Approved as to financial obligation)

\_\_\_\_\_  
Mary M. Kucharek, City Attorney  
(Approved as to form)

\_\_\_\_\_  
Thomas M. Markus, City Manager  
(Approved as to substance)

**ATTACHMENT B - BIDDER'S AGREEMENT**  
**For Birmingham Museum - Phase I Heritage Zone Landscape Improvement Project**

---

In submitting this proposal, as herein described, the Contractor agrees that:

1. They have carefully examined the specifications, terms and Agreement of the Request for Proposal and all other provisions of this document and understand the meaning, intent, and requirement of it.
2. They will enter into a written contract and furnish the item or items in the time specified in conformance with the specifications and conditions contained therein for the price quoted by the proponent on this proposal.

---

**PREPARED BY**  
**(Print Name)**

---

**DATE**

---

**TITLE**

---

**DATE**

---

**AUTHORIZED SIGNATURE**

---

**E-MAIL ADDRESS**

---

**COMPANY**

---

**ADDRESS**

---

**PHONE**

---

**NAME OF PARENT COMPANY**

---

**PHONE**

---

**ADDRESS**

## ATTACHMENT C - COST PROPOSAL

### For Birmingham Museum - Phase I Heritage Zone Landscape Improvement Project

In order for the bid to be considered valid, this form must be completed in its entirety. The cost for the Scope of Work as stated in the Request for Proposal documents shall be a lump sum, as follows:

**Attach technical specifications for all proposed materials as outlined in the Contractor's Responsibilities section of the RFP (p. 6)**

COST PROPOSAL	
ITEM	BID AMOUNT
Materials & Equipment	\$
Labor	\$
Miscellaneous (Attach Detailed Description)	\$
<b>TOTAL BID AMOUNT</b>	\$
ADDITIONAL BID ITEMS	
Provide alternative sign foundation, #1 (credit)	\$
Provide alternative sign foundation, #2 (credit)	\$
Alternative substitution of HDPE lumber for wood lumber	\$
<b>GRANDTOTAL AMOUNT</b>	\$

UNIT COST BID ITEMS	
	\$ per

Firm Name \_\_\_\_\_

Authorized signature \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

**ATTACHMENT D - IRAN SANCTIONS ACT VENDOR CERTIFICATION  
FORM**

**For Birmingham Museum - Phase I Heritage Zone Landscape Improvement  
Project**

---

Pursuant to Michigan Law and the Iran Economic Sanction Act, 2012 PA 517 ("Act"), prior to the City accepting any bid or proposal, or entering into any contract for goods or services with any prospective Vendor, the Vendor must certify that it is not an "Iran Linked Business", as defined by the Act.

By completing this form, the Vendor certifies that it is not an "Iran Linked Business", as defined by the Act and is in full compliance with all provisions of the Act and is legally eligible to submit a bid for consideration by the City.

---

**PREPARED BY**  
**(Print Name)**

---

**DATE**

---

**TITLE**

---

**DATE**

---

**AUTHORIZED SIGNATURE**

---

**E-MAIL ADDRESS**

---

**COMPANY**

---

**ADDRESS**

---

**PHONE**

---

**NAME OF PARENT COMPANY**

---

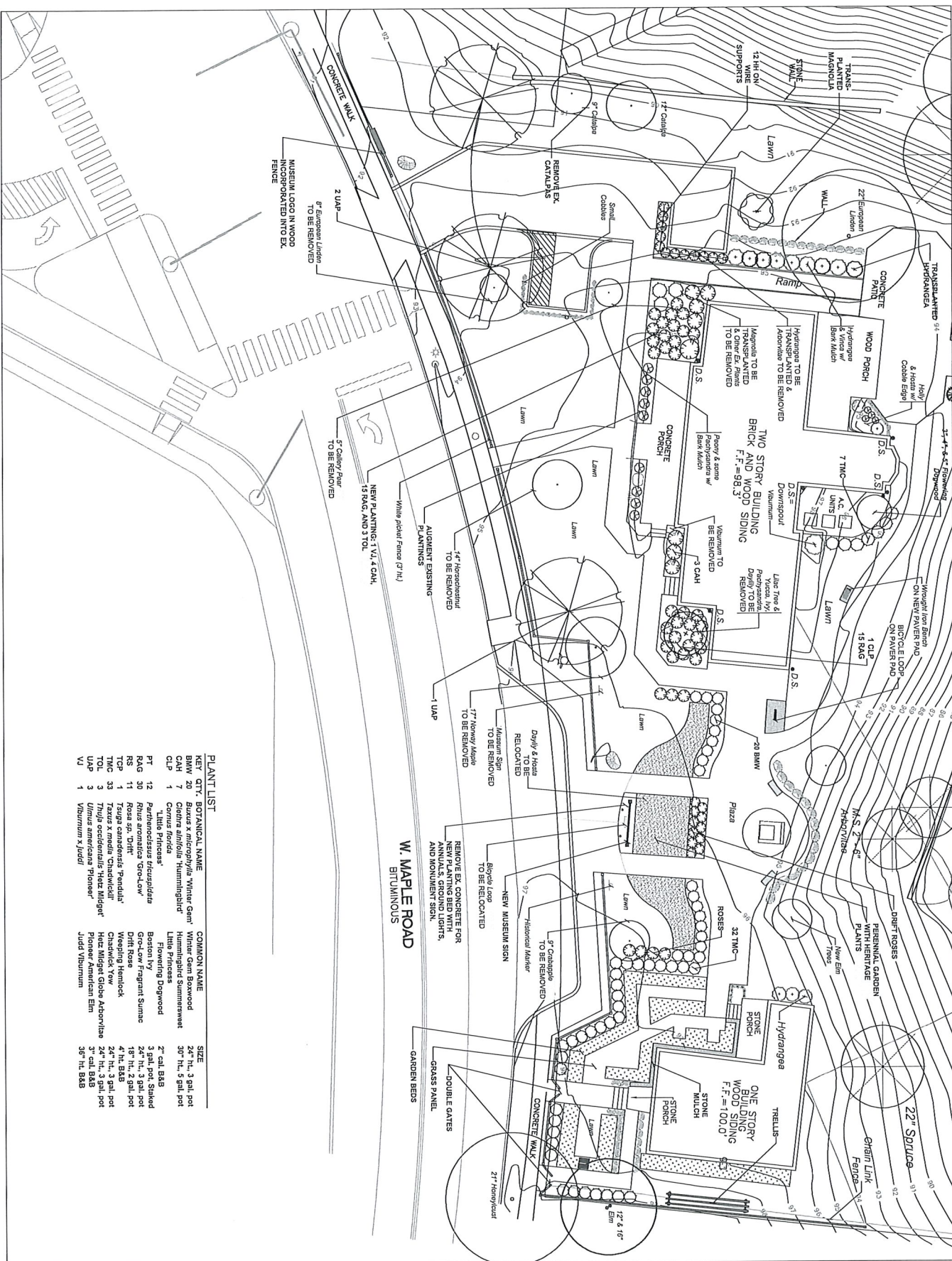
**PHONE**

---

**ADDRESS**

---

**TAXPAYER I.D.#**



**PLANT LIST**

KEY	QTY.	BOTANICAL NAME	COMMON NAME	SIZE
CAH	20	<i>Buxus x microphylla</i> Winter Gem	Winter Gem Boxwood	3 gal. pot
CAH	7	<i>Corella allifolia</i> Hummingbird	Hummingbird Summerweet	30" ht., 3 gal. pot
CLP	1	<i>Ulmus Prinos</i>	Flowering Dogwood	2" cal. B&B
PT	12	<i>Parthenocissus vitacea</i>	Boston Ivy	3 gal. pot, Staked
RAG	30	<i>Rhus aromatica</i> 'Gro-Low'	Gro-Low Fragrant Sumac	24" ht., 3 gal. pot
RS	11	<i>Rosa sp.</i> 'Duff'	Duff Rose	18" ht., 2 gal. pot
TCP	1	<i>Taxus canadensis</i> 'Pendula'	Weeping Hemlock	4" ht. B&B
TMC	33	<i>Taxus x media</i> 'Chasewick'	Chasewick Yew	24" ht., 3 gal. pot
TOL	3	<i>Thuja occidentalis</i> 'Tres Mitigat'	Tres Mitigat Globe Arborvitae	24" ht., 3 gal. pot
UAP	3	<i>Ulmus americana</i> 'Prinos'	Judd Ulmum	36" ht. B&B
UJ	1	<i>Ulmus americana</i> 'Judd'	Judd Ulmum	36" ht. B&B

**W. MAPLE ROAD**  
BITUMINOUS



LANDSCAPE PLAN FOR:  
City of Birmingham  
151 Martin Street  
Post Office Box 3001  
Birmingham, Michigan  
48012-3001  
(248) 530-1808

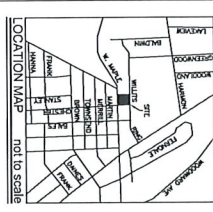
PROJECT LOCATION:  
Birmingham Museum  
John West Turner Park  
360 West Hurst Road  
Birmingham, Michigan  
48009  
Ms. Leslie Pielick, Director  
(248) 530 1928

LANDSCAPE PLAN BY:  
Nagy Design Land Design  
31736 West Chicago Ave.  
Livonia, Michigan 48150  
(734) 634 9208



DATE: January 3, 2019  
DESIGNED BY: Nagy Design Land Design  
DRAWN BY: Nagy Design Land Design  
CHECKED BY: Nagy Design Land Design  
APPROVED BY: Nagy Design Land Design  
03-20-2019 Add monument sign location  
& radius plantings.  
04-01-2019 Add monument sign cross  
section.

LANDSCAPE PLAN INDEX:  
Sheet LP-1: LANDSCAPE PLANTING PLAN  
Sheet LP-2: LANDSCAPE NOTES & DETAILS



ATTACHMENT (LP-1) Birmingham Museum  
Phase 1 Heritage Zone Landscape Improvement  
Project

LP-1:  
LANDSCAPE PLAN -  
HERITAGE ZONE

\* Base data provided by Client  
from Atwell Hicks.









## MEMORANDUM

DATE: February 26, 2021

TO: All Registered Bidders

FROM: Leslie Pielack, Museum Director

SUBJECT: Birmingham Museum – Phase I Heritage Zone Landscape Improvement Project  
Addendum 1

---

The City of Birmingham would like to thank you all for your participation in the Birmingham Museum – Phase I Heritage Zone Landscape Improvement Project Pre-Bid meeting. Below are items that have been determined to need clarification. These items shall be considered Addendum 1 to the original Request For Proposals as submitted by the City and as such shall hereafter alter the original Scope of Work. Please include these considerations in your proposal.

1. Fencing Improvements

- a. Added baseboard with quarter round molding at top to picket fence to be made of wood (pine or equivalent), applied on street side only.
- b. Added gates in fencing to be of wood (pine or equivalent).
- c. New wood components to be primed and painted to match existing white of current fence—entire fence NOT to be repainted.
- d. Provide alternate bid item for added baseboard to boundary fence between Hunter House and neighboring property to the east.
- e. Provide alternate in lieu of pea stone. Regrade the area beneath the fence to insure baseboard and pickets are not in direct contact with the soil.

2. Signage

- a. Provide alternate bid item of primary sign and logo signage to be made of HDPE (white field/background unpainted white HDPE).
- b. Please see logo graphic (attached).
- c. Sign design approval to be provided by city administrative review before final fabrication and installation.

3. Tree Removal

- a. Removal of specified trees to include complete stump removal
- b. Lawn areas disturbed by tree/stump removal to be reseeded.









## **EXHIBIT B**

**ATTACHMENT B - BIDDER'S AGREEMENT**  
**For Birmingham Museum - Phase I Heritage Zone Landscape Improvement Project**

---

In submitting this proposal, as herein described, the Contractor agrees that:

1. They have carefully examined the specifications, terms and Agreement of the Request for Proposal and all other provisions of this document and understand the meaning, intent, and requirement of it.
2. They will enter into a written contract and furnish the item or items in the time specified in conformance with the specifications and conditions contained therein for the price quoted by the proponent on this proposal.

Travis Beard	3/11/2021
<b>PREPARED BY</b> (Print Name)	<b>DATE</b>
VP	3/11/2021
<b>TITLE</b>	<b>DATE</b>
	worryfreeoutdoors@gmail.com
<b>AUTHORIZED SIGNATURE</b>	<b>E-MAIL ADDRESS</b>
Worry Free Outdoor Services Inc.	
<b>COMPANY</b>	
1460 Rochester rd Troy, MI	248-585-2808
<b>ADDRESS</b>	<b>PHONE</b>
Worry free lawn care and snow removal	248-585-2808
<b>NAME OF PARENT COMPANY</b>	<b>PHONE</b>
po box 1221 Royal oak, MI 48068	
<b>ADDRESS</b>	

## **EXHIBIT C**

### ATTACHMENT C - COST PROPOSAL

#### For Birmingham Museum - Phase I Heritage Zone Landscape Improvement Project

In order for the bid to be considered valid, this form must be completed in its entirety. The cost for the Scope of Work as stated in the Request for Proposal documents shall be a lump sum, as follows:

**Attach technical specifications for all proposed materials as outlined in the Contractor's Responsibilities section of the RFP (p. 6)**

COST PROPOSAL	
ITEM	BID AMOUNT
Materials & Equipment	\$ 33,400.00
Labor	\$ Included with material and equipment
Miscellaneous (Attach Detailed Description)	\$ 2825.00
<b>TOTAL BID AMOUNT</b>	<b>\$ 36,225.00</b>
ADDITIONAL BID ITEMS	
Provide alternative sign foundation, #1 (credit)	\$ N/A
Provide alternative sign foundation, #2 (credit)	\$ N/A
Alternative substitution of HDPE lumber for wood lumber	\$ See sattached spec sheet
<b>GRANDTOTAL AMOUNT</b>	<b>\$</b>

UNIT COST BID ITEMS	
	N/A per

Firm Name Worry Free Outdoor services Inc

Authorized signature 

Date: 3/11/2021

Printed Name: Travis Beard

## **EXHIBIT D**



**ATTACHMENT D - IRAN SANCTIONS ACT VENDOR CERTIFICATION  
FORM**

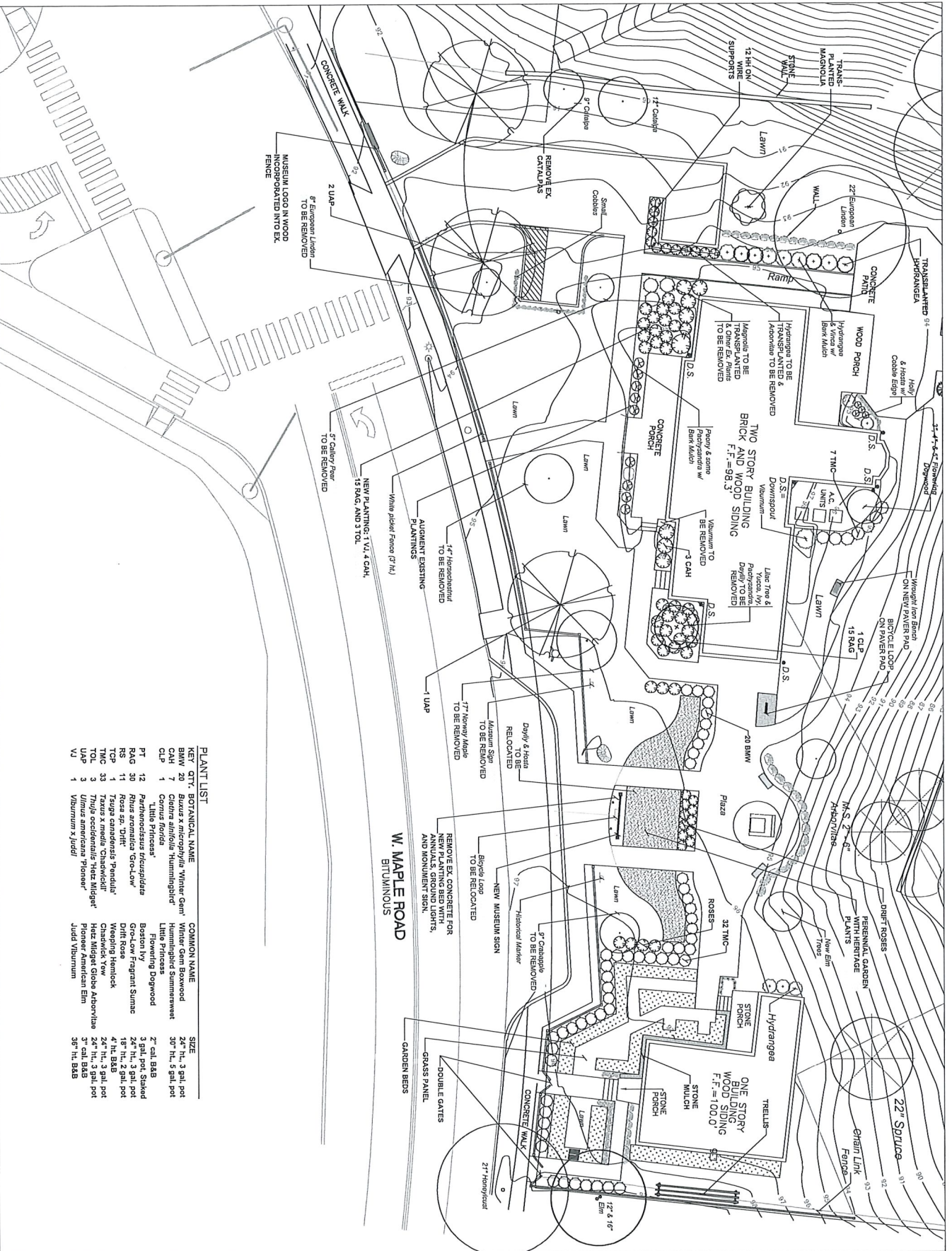
**For Birmingham Museum - Phase I Heritage Zone Landscape Improvement  
Project**

Pursuant to Michigan Law and the Iran Economic Sanction Act, 2012 PA 517 ("Act"), prior to the City accepting any bid or proposal, or entering into any contract for goods or services with any prospective Vendor, the Vendor must certify that it is not an "Iran Linked Business", as defined by the Act.

By completing this form, the Vendor certifies that it is not an "Iran Linked Business", as defined by the Act and is in full compliance with all provisions of the Act and is legally eligible to submit a bid for consideration by the City.

TRAVIS BEARD	3/11/2021
<b>PREPARED BY</b> (Print Name)	<b>DATE</b>
VP	3/11/2021
<b>TITLE</b>	<b>DATE</b>
	WORRYFREEOUTDOORS@GMAIL.COM
<b>AUTHORIZED SIGNATURE</b>	<b>E-MAIL ADDRESS</b>
WORRY FREE OUTDOOR SERVICE INC	
<b>COMPANY</b>	
1460 ROCHESTER RD TROY,MI	248-585-2808
<b>ADDRESS</b>	<b>PHONE</b>
WORRY FREE LAWN CARE AND SNOW REMOVAL INC	248-585-2808
<b>NAME OF PARENT COMPANY</b>	<b>PHONE</b>
PO BOX 1221 ROYAL OAK,MI 48068	
<b>ADDRESS</b>	
38-3440858	
<b>TAXPAYER I.D.#</b>	

# **EXHIBIT E**



**PLANT LIST**

KEY QTY.	BOTANICAL NAME	COMMON NAME	SIZE
20	<i>Buxus x microphylla</i> 'Winter Gem'	Winter Gem Boxwood	3 gal. pot
7	<i>Corella alifolia</i> 'Hummingbird'	Hummingbird Summerweet	3 gal. pot
1	<i>Corella alifolia</i> 'Hummingbird'	Hummingbird Summerweet	3 gal. pot
1	<i>Corella alifolia</i> 'Hummingbird'	Hummingbird Summerweet	3 gal. pot
12	<i>Parthenocissus vitacea</i>	Parthenocissus vitacea	3 gal. pot
30	<i>Rhus aromatica</i> 'Gro-Low'	Gro-Low Fragrant Sumac	3 gal. pot
11	<i>Rosa sp.</i> 'Duff'	Duff Rose	3 gal. pot
1	<i>Taxus canadensis</i> 'Pendula'	Weping Hemlock	4 in. B&B
33	<i>Taxus x media</i> 'Chastelot'	Chastelot Yew	24" ht., 3 gal. pot
3	<i>Thuja occidentalis</i> 'Suecica'	Suecica Yew	24" ht., 3 gal. pot
3	<i>Thuja occidentalis</i> 'Suecica'	Suecica Yew	24" ht., 3 gal. pot
1	<i>Varianum</i> 'Judd'	Judd Varianum	36" ht. B&B

**W. MAPLE ROAD**  
BITUMINOUS



LANDSCAPE PLAN FOR:  
CHRYSLER MUSEUM  
151 Martin Street  
Post Office Box 3001  
Birmingham, Michigan  
48012-3001  
(248) 530-1808

PROJECT LOCATION:  
Birmingham Museum  
John West Turner Park  
535 West Maple Road  
Birmingham, Michigan  
48009  
Ms. Leslie Pielack, Director  
(248) 530-1928

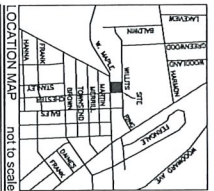
LANDSCAPE PLAN BY:  
Nagy Devlin Land Design  
31736 West Chicago Ave.  
Livonia, Michigan 48150  
(734) 634-9208



LP-1:

LANDSCAPE PLAN -  
HERITAGE ZONE

\* Base data provided by Client  
from Avelle Hicks.



ATTACHMENT (LP-1) Birmingham Museum  
Phase 1: Heritage Zone Landscape Improvement  
Project

LANDSCAPE PLAN INDEX:  
Sheet LP-1: LANDSCAPE PLANNING PLAN  
Sheet LP-2: LANDSCAPE NOTES & DETAILS

date: January 3, 2019  
revised:  
02-20-2019 Add monument sign location  
& adjust plantings.  
05-01-2019 Add monument sign costs  
sheet.









**CITY OF BIRMINGHAM  
MUSEUM BOARD  
MEETING MINUTES  
Thursday, March 14, 2019  
5:00 PM**

Members Present: Jay Cunningham, Russell Dixon, Lori Eaton, Tina Krizanic, Judith Keefer, Marty Logue, Caitlin Rosso

Members Absent: None

Student Members Present: Meredith Weddell

Administration: Museum Director Leslie Pielack

Guests: Brian Devlin, Nagy Devlin Land Design

Ms. Krizanic called the meeting to order at 5:01 PM.

**Approval of the Minutes  
Minutes of February 7, 2019**

**MOTION:** by Cunningham seconded by Dixon:

To approve the minutes of February 7, 2019.

**VOTE:** Yeas, 7  
Nays, 0

**Unfinished Business**

A. Brian Devlin of Nagy Devlin Land Designs shared further recommendations regarding plant choices and whether to utilize lattice for the Heritage Zone. Changes from previous design recommendations are:

- Move existing star magnolia from the front of the Allen House to the side and substitute Korean Spice viburnum (not white)
- Omit the weeping hemlock, as it is too formal, but keep 3 small globe arborvitae
- Determine whether to use vining plants on the front lattice near the staff door, as it seems to have been designed for plants (but no photos from the decades of the 1920s-1930s-1940s-1950s show vines there)

Museum Board members agreed by consensus on the plant changes and to leave the lattice unadorned. Mr. Devlin and members discussed options and placement for the primary sign for the museum. Museum Board members agreed by consensus on the following:

- Placement—the existing garden area in front of the bell to be extended in a curve closer to the sidewalk, and a 2-posted free-standing ground sign (one-sided) to be set toward the front of the bed.



- Design—Posts to mimic existing post design on picket fence. Sign to have gentle arch in the middle. Utilize proposed arched free-standing wood sign design option provided in the past by Mr. Devlin. Use baseboard instead of stone, similar to that proposed for Hunter House fence area to be used below main sign to anchor it visually, but to leave space below sign for ease of maintenance and possible low plantings. Sign to incorporate (new) 2017 Museum logo: graphic to be colored and composed of layered material in relief, lettering to be recessed
- Size—Sign to be approximately 4' tall by 8' wide (per ordinance), with the tallest point of the arch no higher than 4 ½ feet.
- Lighting--Up-lighting from ground as additional bid item at construction, pending availability of underground electrical service.
- Additional graphics—graphic of logo only to be reproduced and mounted on gate at Hunter House and on fence at driveway.

**MOTION:** by Dixon seconded by Keefer:

To recommend that the City of Birmingham accept the final design by Nagy Devlin Land Design, LLC, of the Heritage Zone component of the 2018 Landscape Master Plan for the Birmingham Museum, to be reviewed by the Historic District Commission and, if approved, to be presented to the Birmingham City Commission for final review and approval.

**VOTE:** Yeas, 7  
Nays, 0

- B. Pending design approval by the Historic District Commission and City Commission, the matter of developing specific fund raising strategies can be explored in more detail at the April meeting. The HDC will review the Heritage Zone design at their March 20, 2019 meeting. A Museum Board position will be opening as of May 1, 2019, as Lori Eaton is moving out of the Birmingham area and will be unable to continue on the board. Members would like Museum Director Pielack to approach Bill Dow to determine if he is interested in applying for the open position, which could help with fund raising planning. Other members of the community are also encouraged to apply if interested.

### **Communication and Reports**

Director Pielack highlighted portions of the Director Report, including noting that the CREEM documentary release may provide opportunities for a local release and fund-raiser perhaps later in the summer, if it is feasible to plan such an event. The CREEM banner outside the former offices was removed for construction and has been replaced now that the weather has improved.

Ms. Logue mentioned that the Friends' Heritage Newsletter included a flyer about upcoming opportunities to raise funds for the Heritage Zone landscape project.

**The next Regular Meeting will be held on April 4, 2019 at 5:00 PM.**

Ms. Krizanic adjourned the meeting at 6:19 PM

**Motion by Ms. Lang**

**Seconded by Ms. Debbrecht to approve the requested six month site plan extension for 277 Pierce.**

**Motion carried, 4-0.**

VOICE VOTE

Yeas: Lang, Debbrecht, Deyer, Henke

Nays: None

**03-14-19**

**4) BIRMINGHAM MUSEUM HERITAGE LANDSCAPE ZONE MASTER PLAN**

City Planner Dupuis reviewed the history of the item noting that the applicant is seeking a Certificate of Appropriateness. The Board then welcomed Brian Devlin from Nagy Devlin Land Design.

Mr. Devlin presented the Heritage Landscape Zone Master Plan for the front of the Birmingham Museum. He explained:

- The Heritage Zone is comprised of the front yards of the Allen and Hunter Houses and the front of the plaza.
- Part of the intention for the Master Plan is to use many of the same species of plants that were originally planted in front of both homes. More compact and modern cultivars will be used for the updates in order to conserve space, but they will give a sense of what the landscaping had been like.
- Some of the Catalpa and Norway Maple trees currently in the Heritage Zone will be removed, to be replaced with three American Elms which are resistant to Dutch Elm Disease.
- The dumpster location will be screened. The arborvitaes planted there are not doing well, so the Plan proposes a wood trellis with English Ivy vines planted at the base instead.
- The plaza will stay the same. The Heritage Garden is in place. It has also been suggested that Nagy Devlin Land Design provide a list and a map of plants which were available at the time the homes were built. People in Birmingham would also be welcome to contribute plants they have been growing, and the mapping of the original plants would provide a guideline for where the citizen-contributed plants should go.
- In front of the Allen House, the Children's Garden remains. Gates have been installed at the openings so that when children are there they can be kept secure.
- A new sign is proposed in front of the central portion of the plaza. Concrete will be removed for the installation of the sign, with the goal of getting the sign as close to the road as possible while still far enough from the road to avoid splashes from cars, salt, and plowed snow.
- The sign will be wood posts with a 12 inch wood base and concrete footing raising it off the ground. It will 38 square feet total, and about ten feet in length, which is the length required to fit all the lettering and the logo on the sign. Two pieces of plywood wood will be sanded together. The back piece of plywood will

be a different color, and the lettering for the sign will be cut out from the front piece of plywood so that the letters are both colored and recessed. The logo on the sign will be a relief. There are groundlights planned for the sign as well.

City Planner Dupuis noted the sign will require the review and approval of the Design Review Board, so the final length of the sign will be discussed and determined at that time.

Ms. Lang asked for confirmation that the sign would be able to withstand weather.

Mr. Nagy confirmed the sign should last for a fair amount of time.

**Motion by Vice-Chairman Deyer**

**Seconded by Ms. Debbrecht to recommend the Commission issue a Certificate of Appropriateness for the Birmingham Museum work as proposed meets Secretary of Interior Standards for Rehabilitation Numbers Six and Nine.**

**Motion carried, 4-0.**

VOICE VOTE

Yeas: Deyer, Debbrecht, Henke, Lang

Nays: None

**03-16-19**

**5) MISCELLANEOUS BUSINESS AND COMMUNICATIONS**

**A. Staff Reports**

1. Administrative Approvals
2. Demolitions

3. Museum Director Pielack told Vice-Chairman Deyer that she digitized the Echo City material about a week ago and sent it to City Planner Dupuis for the Committee's perusal. Museum Director Pielack then provided the Committee with an update on the National Certification on the Allen House:

- The National Register Nomination for the Allen House has been submitted. It is in Lansing, and has yet to be reviewed. Post-review, Birmingham may receive a request from Lansing for revisions or additional materials.
- It is most likely the submittal will be considered during the September 2019 review, though there is a chance it could be reviewed in May 2019. Museum Director Pielack said she would let the Committee know for sure when the review will be moving forward.
- There was enough material to submit the Allen House under Criterion A, for its association with transportation and community planning in the greater context of what was happening along the Woodward corridor, the suburbanization of the Detroit area, and how Birmingham and Henry Allen in particular was responding to that; Criterion B, for the individual contributions of Henry Allen who guided Birmingham's change into a City, wrote the City Charter, helped keep the City sound during the Great Depression, and other significant roles; and Criterion C, for being a unique example of the work of noted Detroit architect Rupert W. Koch who designed several significant revivalist homes and works of architecture





**CITY OF BIRMINGHAM  
MUSEUM BOARD  
VIRTUAL MEETING  
November 5, 2020  
5:00 PM**

Members Present: Russ Dixon, Pat Hughes, Judith Keefer, Tina Krizanic, Marty Logue, Caitlin Rosso

Members Absent: Dan Haugen

Administration: Museum Director Leslie Pielack

Guests: None

Ms. Krizanic called the meeting to order at 5:02 PM.

**Approval of the Minutes  
Minutes of October 1, 2020**

**MOTION:** by Dixon, seconded by Keefer:

To approve the minutes of October 1, 2020.

**VOTE:** Yeas, 6  
Nays, 0

**Unfinished Business**

- A. Members discussed the importance of implementing the 2021-2024 Strategic Plan objective of the final design for the Heritage Zone, which has been issued a Certificate of Appropriateness by the Historic District Commission. Maple Road construction has been completed and there are sufficient funds available to begin work on several priority components of the design, including installation of primary signage, modifications to the wood fencing at the Hunter House, installing gates, and planting three Pioneer elm trees. These elements would enhance the most visible areas of the landscape and demonstrate that progress on planned landscape improvements. The final design has been issued a Certificate of Appropriateness by the Historic District Commission, but has yet to be presented to the City Commission.

**MOTION:** by Dixon, seconded by Logue:

To begin implementation of the 2021-2024 Strategic Plan objective of the Landscape Master Plan through the installation of the primary sign, wood fencing and gates, and three Pioneer elms per the final design of the Heritage Zone as prepared by Nagy Devlin Land Designs, and to present the proposed work and final design to the City Commission.

**VOTE:** Yeas, 6  
Nays, 0

### **New Business**

B. The board reviewed the meeting schedule for calendar year 2021.

**MOTION:** by Dixon, seconded by Keefer:

To approve the 2021 meeting schedule for the Museum Board as presented.

**VOTE:** Yeas, 6  
Nays, 0

C. The board discussed opportunities to assist the Friends with their membership campaign. Ms. Logue, who also serves on the Friends board, said the annual appeal generally goes out in late November or early December. No help is needed for mailing, but members suggested additional resources for recruiting possible new Friends members:

- Mailing and e-mailing the annual appeal to Taylor Project donors
- Mailing the annual appeal to members of the Historic District Commission, Historic District Study Committee, the Public Arts Board and the Greenwood Cemetery Advisory Board
- Particular streets or residents' houses could be targeted for membership and could also generate oral history content for the museum's archives

D. Due to a conflict with the normally scheduled Museum Board meeting of December 3, 2020, the Board considered an alternate meeting date of December 1, 2020.

**MOTION:** by Dixon, seconded by Keefer:

To reschedule the December 3, 2020 meeting of for the Museum Board to Tuesday, December 1, 2020 at 5:00 PM.

**VOTE:** Yeas, 6  
Nays, 0

### **Communication and Reports**

Director Pielack reviewed the Director Report with updates on the Taylor Monument Project. Mr. Hughes has contributed to the research by locating a document that may provide evidence of the sale, as a slave, of Eliza Taylor's mother. Other research has



**CITY OF BIRMINGHAM  
MUSEUM BOARD  
VIRTUAL MEETING  
March 18, 2021  
5:00 PM**

Members Present: Russ Dixon, Pat Hughes, Judith Keefer, Tina Krizanic, Marty Logue, Caitlin Rosso

Members Absent: None

Student Members: Carter Lutz, Aidan Schoener

Administration: Museum Director Leslie Pielack

Guests: Jacquie Patt

Ms. Krizanic called the meeting to order at 5:00 PM.

**Approval of the Minutes  
Minutes of February 4, 2021**

**MOTION:** by Dixon, seconded by Keefer:

To approve the minutes of February 4, 2021.

**VOTE:** Yeas, 6  
Nays, 0

**Unfinished Business**

None.

**New Business**

Student Representatives Carter Lutz and Aidan Schoener introduced themselves and were welcomed to the Museum Board. Jacquie Patt has applied for the open Museum Board position; she introduced herself and also was welcomed by board members. The Allen House window project will not be undertaken at this time and will be deferred to fiscal year 2021-2022. Museum Board members reviewed the bids received for the Phase I Heritage Zone Landscape Improvement Project.

**MOTION:** by Dixon, seconded by Logue:

To recommend that the Birmingham Museum-Phase I Heritage Landscape Improvement Project contract be awarded to Worry Free Outdoor Services, Inc. in the amount of \$33,400.

**VOTE:** Yeas, 6

Nays, 0

Members reviewed a proposed Collections Research, Duplication, and Use Policy.

**MOTION:** by Keefer, seconded by Krizanic:

To approve the Collections Research, Duplication, and Use Policy as proposed.

**VOTE:** Yeas, 6  
Nays, 0

The continuance of virtual meetings for the City of Birmingham beyond March 31 is being considered. Board members will be informed before the planned meeting of the Museum Board on April 1 whether it will be a virtual meeting or will take place in person at the museum.

### **Communication and Reports**

Director Pielack reviewed the Director Report and clarified that the museum is awaiting a cost proposal on the geotechnical engineering investigation.

There were no board comments.

There were no public comments.

**The next Regular Meeting is scheduled for Thursday, April 1 at 5:00 PM, currently planned as a virtual meeting.**

Ms. Krizanic adjourned the meeting at 5:54 PM.



## MEMORANDUM

Department of Public Services

**DATE:** March 31, 2021

**TO:** Thomas M. Markus, City Manager

**FROM:** Lauren A. Wood, Director of Public Services

**SUBJECT:** Purchase Larvicide Material for Mosquito Control Program

---

### INTRODUCTION:

The City currently procures its mosquito control material from Clarke Mosquito Control. The pricing on these products is government regulated by the Department of Agriculture. Clarke is the closest distributor in this area and provides these supplies to other local agencies. We have been pleased with their service and communication with staff about new trends in this area. We have determined no advantage will be gained by the City of Birmingham in bidding out this purchase. Therefore, no competitive bids were obtained for these supplies.

### BACKGROUND

We have been treating the catch basins, approximately 2300, over the past seventeen seasons. This has provided us with a successful program, which we continue to re-evaluate treatment areas and product material. This purchase is for 12 cases of Natular XRT Tablets at \$832.31/case. This application will destroy the mosquito larva and prevent mosquito emergence.

### LEGAL REVIEW:

There has been no legal review of this annual purchase over the years.

### FISCAL IMPACT:

Funds are available in the 2020-2021 budget for this purchase and will come from the Sewer Fund-Operating Supplies Account #590-536.002-729.0000.

### PUBLIC COMMUNICATIONS:

Promotion of this treatment program and material is made available on the City website.

### SUMMARY:

The Department of Public Services (DPS) recommends the purchase of this material from Clarke Mosquito Control at a price not to exceed \$9,987.78. The money has been budgeted in account #590-536.002-729.0000 Sewer Fund-Operating Supplies for this purchase. Reimbursement from Oakland County for the program this year is \$2,648.39, which has been the same amount the past five years.

### ATTACHMENTS:

The Clarke quote for this material purchase is attached to this report.

**SUGGESTED RESOLUTION:**

To approve the purchase of the Larvicide material from Clarke Mosquito Control in the amount not to exceed \$9,987.78. Further, to waive the normal bidding requirements based on the government regulated pricing for this type of material. Funds for this purchase will come from the Sewer Fund-Operating Supplies Account #590-536.002-729.0000.



## QUOTATION

B City of Birmingham-DPS (004384)  
I Tim Carpenter  
L PO Box 3001  
L  
T Birmingham, MI 48012-3001  
O 248-530-1800  
248-644-5614

S City of Birmingham  
H Tim Carpenter  
I 851 S. Eton Street  
P Public Services (#2552)  
Birmingham, MI 48009-6870  
T 248-644-1800  
O 248-644-5614

Address ID: 000001

Quotation #	Quote Date	Salesperson	Written by	Valid to
0002025826	03/25/21	Chris Novak	Gabriela - Sales Associate	04/02/21

Delivery Method	Terms
United Parcel Post	Net 30 Days

Item #	Item Description	Qty Ordered	Unit Price	Extended Price
11850	NATULAR XRT TABLET	12 cs	899.8000/cs	9,987.78

\*\* Extended Price reflects a discount of: 809.82

US EPA Current Label

Order total	9,987.78
Total	9,987.78

832.31 case

\* For your convenience we also accept Visa and MasterCard

Clarke will charge applicable sales taxes unless a valid exemption certificate is Emailed to: [accountsreceivable@clarke.com](mailto:accountsreceivable@clarke.com) or faxed to: 630-672-7439\* A 15% restocking fee plus freight costs may be assessed to any returned items.  
Items must be returned within 120 days of shipment and in an acceptable condition.

Helping make communities around the world more livable, safe and comfortable.



# MEMORANDUM

Department of Public Services

**DATE:** April 1, 2021  
**TO:** Thomas M. Markus, City Manager  
**FROM:** Lauren A. Wood, Director of Public Services  
**SUBJECT:** Vehicle #566 Replacement

## INTRODUCTION:

Due to mileage and condition, the Department of Public Services recommends replacement of police vehicle #566, a 2015 Dodge Charger patrol vehicle. The current mileage is 102,980 miles.

## BACKGROUND:

Vehicle #566 is identified for replacement and listed in the Vehicle/Equipment Replacement Schedule, as published in the FY 2020-2021 budget. It qualifies for replacement as illustrated by the assessment below:

### #566 – 2015 Dodge Charger

FACTOR	DESCRIPTION	POINTS
Age	1 point each year of age	6
Miles/Hours	1 point each 10,000 miles of usage	10.3
Type of Service	Type 5 – Police, fire, and rescue service vehicles	5
Reliability	Level 3 – In shop more than twice in one month time period, no major breakdowns.	3
M & R Costs	Level 4– Maintenance costs are 61-80% of replacement costs	4
Condition	Level 3 – Noticeable imperfections in body, minor damage, weak drive train	3
<b>Total points 28+, poor, needs priority replacement</b>		<b>31.3</b>

This vehicle qualifies under the replacement guidelines for “priority replacement”, its condition and maintenance costs warrant replacement at this time. Once ordered the lead time for the new vehicle is estimated at 14-16 weeks.

The Department of Public Services recommends replacing this vehicle with a 2021 Ford F-150 Police Responder Crew Cab through the State of Michigan MIDEAL extendable purchasing contract #071B7700181 awarded to Gorno Ford of Woodhaven, MI.

## LEGAL REVIEW:

This purchase does not require legal review.



**FISCAL IMPACT:**

Funds for this purchase, totaling \$39,692.00, are available in the Auto Equipment Fund, account #641-441.006-971.0100.

**PUBLIC COMMUNICATIONS**

This does not apply to this purchase.

**SUMMARY**

Based on mileage and condition, the Department of Public Services recommends replacement of vehicle #566 with a 2021 Ford F-150 Police Responder Crew Cab 4x4 at a total cost of \$39,692.00. Gorno Ford is the exclusive dealer for this contract and was contacted for pricing. Upon delivery of the replacement vehicle, the old vehicle will be listed on the Michigan Governmental Trade Network (MITN) for public auction.

**ATTACHMENTS:**

No attachments are included with this report.

**SUGGESTED RESOLUTION:**

To approve the purchase of one (1) 2021 Ford F-150 Responder Crew Cab 4x4 from Gorno Ford through the State of Michigan MIDEAL extendable purchasing contract #071B7700181 in the amount not to exceed \$39,692.00. Funds for this purchase are available in the Auto Equipment Fund account #641-441.006.971.0100.



## MEMORANDUM

Police Department

**DATE:** April 6, 2021

**TO:** Thomas M. Markus, City Manager

**FROM:** Michael Albrecht, Services Commander

**APPROVED:** Mark H. Clemence, Chief of Police

**SUBJECT:** Ammunition Purchase

### INTRODUCTION:

The rising demand for ammunition and weapons at the national level has had an impact on the police department's ability to purchase ammunition from our usual local and online vendors. The ammunition shortage is predicted by many vendors, manufacturers and media sources to last into calendar year 2023. Factors contributing to the broad spike in ammunition purchases include manufacturing shortages associated with the coronavirus pandemic, a significant increase in firearms sales, national civil unrest and political concerns. As reported in recent media coverage, the ammunition shortage has also resulted in significant price increases.

### BACKGROUND:

Ammunition is generally procured following the City's purchasing guidelines which require (3) comparative prices for purchases over the amount of \$2,500. Formal bids are required for purchases in excess of \$6,000 although ammunition purchases seldom exceed that amount.

The police department recently placed an order to enhance our supply of .40 caliber pistol training ammunition. The following ammunition order was placed on March 30 after the City Manager approved use of the city credit card. This order required immediate payment in order to secure delivery of this ammunition.

ITEM	VENDOR	QUANTITY	PRICE	DELIVERY EST.
BLAZER BRASS .40 S&W 180 GR. FMJ TRAINING AMMO	BULKAMMO.COM	5,000 ROUNDS	\$4,544.57	APRIL 3, 2021

### LEGAL REVIEW:

No legal review was required for this purchase.

### FISCAL IMPACT:

If required, an internal budget adjustment will be completed closer to the end of the current fiscal year if the ammunition shortage and related price increases have an adverse effect on the police department ammunition and weapons account.

SUMMARY:

Over thirty vendors were contacted to determine pricing and availability before this order was placed. Most telephone and internet inquiries received "NOT IN STOCK / NOT AVAILABLE" responses. BULKAMMO.COM was the only vendor located that had this ammunition in stock.

Although our existing inventory of ammunition meets our current needs, this order will augment our supply and provide protection against continued delays associated with the ammunition shortage crisis.

ATTACHMENT:

1. Credit Card Order Confirmation – 5,000 Rounds .40 S&W Training Ammunition

SUGGESTED RESOLUTION:

To confirm the City Manager's credit card purchase authorization for the Blazer Brass .40 S&W training ammunition expenditure in the amount of \$4,544.57 from BULKAMMO.COM; further to charge this emergency expenditure to account number 101-301.000-734.0000.

3/30/2021

City of Birmingham MI Mail - BulkAmmo.com: New Order # 426970003



Accounts Payable <accountspayable@bhamgov.org>

---

**BulkAmmo.com: New Order # 426970003**

1 message

---

Sales <customerservice@bulkammo.com>  
To: THOMAS MARKUS <AP@bhamgov.org>

Tue, Mar 30, 2021 at 12:01 PM

## **BULKAMMO.COM**

Call (800) 720-6035 or email us at [customerservice@bulkammo.com](mailto:customerservice@bulkammo.com) today!



**Hi THOMAS MARKUS,**

Thank you for your order from BulkAmmo.com!

We're honored you gave us a shot and we will get you your rounds fast.

We're putting your order together right now and getting it ready to ship. You'll automatically receive an email with tracking information once your order is picked up by the carrier. Typically, these emails go out at 7 p.m. (Central Time) the day your order was placed. If you don't see the email, please check your spam folder as these emails are automatically sent.

Should you need it, your order number is: #426970003

Thanks again for trusting us with your ammo needs.

- Steve at BulkAmmo.com

Product

Qty

Price

3/30/2021

City of Birmingham MI Mail - BulkAmmo.com: New Order # 426970003

Product	Qty	Price
1000 Rounds of .40 S&W Ammo by Blazer Brass - 180gr FMJ	5	\$4,450.00



Subtotal	\$4,450.00
Shipping & Handling	\$94.57
Tax	\$272.67
Gift Certificate	\$0.00
<b>Grand Total</b>	<b>\$4,817.24</b>

#### Shipping Information

THOMAS MARKUS  
CITY OF BIRMINGHAM- POLICE DEPT  
151 Martin St  
Birmingham, Michigan, 48009  
United States  
T: 2485301820  
F: (248) 530-1090

#### Billing information

THOMAS MARKUS  
CITY OF BIRMINGHAM- POLICE DEPT  
151 Martin St  
Birmingham, Michigan, 48009  
United States  
T: 2485301820  
F: (248) 530-1090

Shipping Method:

FedEx - Ground

Payment Method:

Credit Card

Payment Type:

MASTERCARD ending with 9932 (01/2024)

**BULKAMMO.COM**



3/30/2021

1000 Rounds of Bulk .40 S&W Ammo by Blazer - 180gr FMJ

**Attention Shooters: We're seeing a huge uptick in orders and customer service calls. Currently, most orders are shipping in about 3 days. Stay safe!**

# BULKAMMO



Bulk Ammo For Sale

 **ALL PRODUCTS**



 **Bulk .40 S&W Ammo**

1000 Rounds of .40 S&W Ammo by Blazer Brass - 180gr FMJ



5 Ready to Ship

**4.9** ★  
49 Review(s)

**\$890.00**

Qty: -

1

+

**Add To Cart**



[Ammo Overview](#)

# BULKAMMO



Bulk Ammo For Sale

PRODUCTS



## Shopping Cart

1000 Rounds of .40 S&W Ammo by Blazer Brass - 180gr FMJ was added to your shopping cart. Prices and product availability may change until you finish checking out.

### NOTICE: Shipping Delays

We are experiencing increased order processing times due to an increase in order volume. Our warehouse team is currently getting most packages out within 2-3 days.

Please note that all sales are final. Shipping delays will not be a basis for cancelling or refunding your order.

Thank you for your order and your patience!

– Steve

collapse

**Proceed to Checkout**

1000 Rounds of .40 S&W Ammo by Blazer Brass - 180gr FMJ

UNIT PRICE

QTY

SUBTOTAL

\$890.00

-  +

\$4,450.00

**Continue Shopping**

Manufacturer - CCI (Blazer Brass product line)

Bullets - 180 grain full metal jacket (FMJ)

Casings - Boxer-primed brass

Quantity - 20 boxes, 50 rounds per box

Muzzle Velocity - 985 fps

#### Details

The 40 S&W has gained in popularity over the years, and is commonly thought of as a balance between the 9mm and 45 ACP. This is because the 40 S&W is faster than the 45 auto, and heavier than the 9mm.

This Blazer Brass ammunition in 40 S&W is loaded with a 180 grain full metal jacket bullet, which is perfect for range training, but should not be used for self defense. 180 grain bullets are a heavy but common weight for 40 S&W, and are a great bullet weight for full size handguns, and will result in moderate recoil in small pistols.

✓ Customer Reviews

✓ Product Question and Answer

#### Related Products

Check items to add to the cart or select all



50 Rounds of .40 S&W Ammo by  
Federal - 165gr FMJ

**\$48.00**



50 Rounds of .40 S&W Ammo by  
Federal - 155gr FMJ

**\$48.00**



50 Rounds of .40 S&W Ammo by  
PMC - 165gr JHP

**\$55.00**

**BULK AMMO NEWSLETTER**



**Estimate Shipping and Tax**

Enter your destination to get a shipping estimate.

**Zip/Postal Code**

48009

**Get a Quote****FedEx**☒ Ground**UPS**☐ Ground**\$94.57****\$108.00****Optional Upgrades:**☐ Package Protection  
What is this?**\$155.75**☐ Overbox Your Case  
What is this?**\$0.99**☐ Adult Signature Required  
What is this?**\$13.50**Do you have a Gift Certificate Code? [Click here](#) to use it

Subtotal

**\$4,450.00**

Tax

~~**\$267.00**~~**Grand Total**~~**\$4,717.00**~~**\$4,544.50****Proceed to Checkout****Based on your selection, you may be interested in the following items:****20 Rounds of .223 Ammo by PMC - 55gr FMJBT**



## MEMORANDUM

Planning Division

**DATE:** April 5, 2021

**TO:** Thomas M. Markus, City Manager

**FROM:** Jana L. Ecker, Planning Director

**SUBJECT:** To set a Public Hearing for a Final Site Plan & Special Land Use Permit Amendment at 211 S. Old Woodward – Birmingham 8 Theater

---

### INTRODUCTION:

The subject site, Birmingham 8 Theater, is located at 211 S. Old Woodward, on the east side of S. Old Woodward at Merrill. The parcel is zoned B-4, Business-Residential and D-4 in the Downtown Overlay District. Birmingham 8 Theater is located within a

### BACKGROUND:

On March 9, 2021, the owners of CH Birmingham, LLC, submitted an application for a Special Land Use Permit Amendment to request permission to transfer ownership of the Class C liquor license held at Birmingham 8 Theater by Birmingham Theatro, LLC to CH Birmingham, LLC. The applicant, CH Birmingham, LLC, is applying for a Special Land Use Permit (SLUP) Amendment to operate the theater using the existing Class C liquor license, CH Birmingham, LLC is solely owned by Paul A. Glantz.

Pursuant to Chapter 10, Alcoholic Liquors, and paragraph 4 of the executed contract between Birmingham Theatro, LLC and the City of Birmingham, Birmingham Theatro, LLC must obtain approval of the City Commission to transfer ownership of the liquor license in use at Birmingham 8 Theater to CH Birmingham, LLC.

In addition, Article 2, section 2.37, B4 (Business-Residential) District, of the Zoning Ordinance requires that any establishment with alcoholic beverage sales (on-premises consumption) shall obtain a Special Land Use Permit. Accordingly, the applicant is required to obtain a recommendation from the Planning Board on the Final Site Plan and Special Land Use Permit Amendment, and then obtain approval from the City Commission for the Final Site Plan and Special Land Use Permit Amendment.

No changes are proposed to the layout, design, or ownership of the theater. The request is to transfer ownership of the SLUP and liquor license to CH Birmingham, LLC who will be the new theater operator. CH Birmingham, LLC is currently the holder of a Class C liquor license at the Emagine Palladium Theater at 209 Hamilton Row, as well as other liquor licenses in Michigan and the Midwest.

### LEGAL REVIEW:

As there are no changes to the layout or operation of the establishment, the City Attorney has agreed that this request for a transfer of the liquor license may proceed directly to the City Commission for review.

**FISCAL IMPACT:**

There is no fiscal impact for this agenda item.

**SUMMARY:**

The Planning Division requests that the City Commission set a public hearing date for the **May 10, 2021** meeting of the City Commission to consider approval of the Final Site Plan and Special Land Use Permit Amendment to allow the transfer of ownership of the liquor license in use at Birmingham 8 Theater from Birmingham Theatro, LLC to CH Birmingham, LLC to allow for a new operator. On May 10, 2021, the City Commission will also review the investigation report completed by the Birmingham Police Department.

**ATTACHMENTS:**

Please find attached the following documents for your review:

- DRAFT Special Land Use Permit Amendment Resolution
- Contract for Use of Theater License
- Application letter submitted by applicant
- Plans for Birmingham 8 Theater
- Police Investigation Report

**SUGGESTED RESOLUTION:**

To set a public hearing date for May 10, 2021 to consider a Final Site Plan and Special Land Use Permit Amendment for 211 S. Old Woodward to allow the change in ownership of the Class C liquor license in use at Birmingham 8 Theater from Birmingham Theatro, LLC to CH Birmingham, LLC.

**CH BIRMINGHAM, LLC  
DBA BIRMINGHAM 8 THEATER  
211 S. OLD WOODWARD  
SPECIAL LAND USE PERMIT AMENDMENT  
2021**

WHEREAS, Birmingham Theatro, LLC filed an application pursuant to Article 7, section 7.34 of Chapter 126, Zoning, of the City Code in 2017 to serve alcoholic liquors at an existing theater with the City;

WHEREAS, an application was filed in March 2021 for approval of the transfer of the Class C liquor license from Birmingham Theatro, LLC to CH Birmingham, LLC to allow CH Birmingham to operate the Birmingham 8 Theater;

WHEREAS, the land for which the Special Land Use Permit Amendment is sought is located on the east side of S. Old Woodward at Merrill Street;

WHEREAS, The land is zoned B4 (Business-Residential), which permits theaters serving alcoholic liquors with a Special Land Use Permit;

WHEREAS, Article 7, section 7.34 of Chapter 126, Zoning requires a Special Land Use Permit Amendment to be considered and acted upon by the Birmingham City Commission, after receiving recommendations on the site plan and design from the Planning Board for the proposed Special Land Use;

WHEREAS, CH Birmingham, LLC is not proposing any site plan changes, nor design changes to the existing Birmingham 8 Theater;

WHEREAS, The Birmingham City Commission has reviewed CH Birmingham, LLC's Special Land Use Permit Amendment application and the standards for such review as set forth in Article 7, section 7.36 of Chapter 126, Zoning, of the City Code;

NOW, THEREFORE, BE IT RESOLVED, The Birmingham City Commission finds the standards imposed under the City Code have been met, subject to the conditions below, and that CH Birmingham, LLC's application for a Special Land Use Permit Amendment authorizing the transfer of ownership of the Class C liquor license to allow the service of alcoholic liquors at the existing theater at 211 S. Old Woodward in accordance with Chapter 10, Alcoholic Liquors, is hereby approved;

BE IT FURTHER RESOLVED, That the City Commission determines that to assure continued compliance with Code standards and to protect public health, safety, and welfare, this Special Land Use Permit Amendment is granted subject to the following conditions:

1. CH Birmingham, LLC shall abide by all provisions of the Birmingham City Code;
2. The Special Land Use Permit Amendment may be cancelled by the City Commission upon finding that the continued use is not in the public interest;
3. CH Birmingham, LLC shall enter into a contract with the City outlining the details of the service of alcoholic liquors at the existing theater;
4. CH Birmingham, LLC shall have a duty of continuing compliance with regards to off-street parking as required in the Zoning Ordinance;

5. CH Birmingham, LLC agrees to resolve any future parking issues that may arise, including but not limited to parking overflow and encroachment into residential areas or public parking facilities, to the satisfaction of the City or the Special Land Use Permit by be cancelled by the City Commission; and
6. CH Birmingham, LLC is required to have any modifications to the site plan, floor plan or operation of the theater approved through a Special Land Use Permit Amendment as required in the Zoning Ordinance.

BE IT FURTHER RESOLVED, That failure to comply with any of the above conditions shall result in termination of the Special Land Use Permit Amendment.

BE IT FURTHER RESOLVED, Except as herein specifically provided, CH Birmingham, LLC and its heirs, successors, and assigns shall be bound by all ordinances of the City of Birmingham in effect at the time of the issuance of this permit, and as they may be subsequently amended. Failure of CH Birmingham, LLC to comply with all the ordinances of the city may result in the Commission revoking this Special Land Use Permit Amendment.

I, Alexandria Bingham, City Clerk of the City of Birmingham, Michigan, do hereby certify that the foregoing is a true and correct copy of the resolution adopted by the Birmingham City Commission at its regular meeting held on May 10, 2021.

---

Alexandria Bingham, Acting City Clerk

**CONTRACT FOR A PRINCIPAL SHOPPING DISTRICT LIQUOR LICENSE  
(THEATER)**

This Contract is entered into this                      day of                      , 2021, by and between

**CH BIRMINGHAM, LLC**, a Limited Liability Company, whose address is 211 S. Old Woodward, Birmingham, Michigan (Licensee) and the **CITY OF BIRMINGHAM**, a Michigan Municipal Corporation, whose address is 151 Martin Street, Birmingham, Michigan 48012 (City).

**R E C I T A L S:**

**WHEREAS**, Licensee wishes to obtain a liquor license pursuant to MCLA 436.1521a(1)(b) for a theater; and,

**WHEREAS**, local legislative approval is required by the **CITY OF BIRMINGHAM** for the issuance of a liquor license pursuant to MCLA §436.152a(1)(b) of the Michigan Liquor Control Code of 1998; and,

**WHEREAS**, Licensee desires to enter into this Contract as an inducement to the **CITY OF BIRMINGHAM** to approve the request of the aforementioned issuance of the liquor license; and,

**WHEREAS**, the **CITY OF BIRMINGHAM** is relying upon this Contract in giving its approval to the issuance of the on-premises licenses as described herein.

**NOW, THEREFORE**, the parties agree as follows:

1. Licensee shall be permitted to obtain a liquor license for use solely at the Property. Any transfer of the aforementioned license from the Property to any other location in the CITY OF BIRMINGHAM shall require the approval of the Birmingham City Commission in accordance with Section 10-83. In addition, any expansion of the building location at the Property shall also require the approval of the Birmingham City Commission.
2. Licensee does hereby agree that it shall continue to operate a theater, as defined in Birmingham City Code Chapter 126, Zoning, Article 9, section 9.02, as granted in the Special Land Use Permit by the Birmingham City Commission.
3. Licensee further acknowledges that it must secure a special land use permit for a theater as required by the Birmingham City Code. It is further agreed that it shall comply with all provisions of the special land use permit, or any amendments thereto, as a condition of this contract. Licensee further acknowledges and agrees that it shall comply with all state, local, and orders of statute or ordinance and a violation of any state or local law may be cause for the Special Land Use Permit to be revoked by the City. Licensee further acknowledges and agrees that a violation of any provision of the special land use permit or the Michigan Liquor Control Code is a violation of the terms of the contract entitling the City to exercise any or all of the remedies provided herein.
4. Licensee acknowledges that no modifications to the site plan, floor plan, elevations or operation of the theater may be made unless approved by the City Commission through a Special Land Use Permit Amendment as required in the Zoning Ordinance. Modifications include, but are not limited to, name changes, ownership changes, remodeling, changes in the

number of interior or exterior seats, the use of eisenglass and other enclosure materials on any outdoor dining area, relocation or addition of bar, etc.

5. Licensee acknowledges that it shall have a duty of continuing compliance with regards to off-street parking as required in the Zoning Ordinance, and further agrees to resolve any future parking issues that may arise, including but not limited to parking overflow and encroachment into residential areas or public parking facilities, to the satisfaction of the City or the Special Land Use Permit may be cancelled by the City Commission.

6. License further acknowledges that outdoor dining is seasonally permitted from April 1st through November 15<sup>th</sup> only, with a valid Outdoor Dining Permit. The use of an enclosure system(s) does not allow the outdoor dining season to be extended.

7. Licensee further agrees that it shall not apply or seek from the Michigan Liquor Control Commission any permit endorsements to its liquor license whether available in the current Michigan Liquor Control Code or in future Michigan Liquor Control Codes, or amendments thereto, without the prior approval of the Birmingham City Commission.

8. Licensee further agrees that it shall not seek any change in its license status/class whether such changes are available now in the current Michigan Liquor Control Code or in future Michigan Liquor Control Codes, or amendments thereto, without prior approval of the Birmingham City Commission.

9. Licensee agrees that it shall adhere to all federal, state and local laws currently in effect or as subsequently amended or enacted, including but not limited to all state building codes, fire codes, and zoning regulations.

10. Licensee agrees that its failure to follow any of the provisions herein shall be grounds for the Michigan Liquor Control Commission to suspend, revoke or not renew its liquor license and/or for the Birmingham City Commission to revoke the special land use permit, either of which would prohibit Licensee from operating the theater. Licensee agrees that in addition to the City of Birmingham's right to seek suspension, revocation or non-renewal of its liquor license and/or revocation of the special land use permit, the City retains any and all rights to enforce this Contract that may be available to it in law or in equity. Licensee further agrees that it shall reimburse the City all of its costs and actual attorney fees incurred by the City in seeking the suspension, revocation or non-renewal of its liquor license and revocation of the special land use permit, as well as enforcing such other rights as may be available at law and/or in equity.

11. To the fullest extent permitted by law, Licensee and any entity or person for whom Licensee is legally liable, agrees to be responsible for any liability, defend, pay on behalf of, indemnify, and hold harmless the City, its elected and appointed officials, employees and volunteers and others working on behalf of the City against any and all claims, demands, suits, or loss, including all costs connected therewith, including all costs and actual attorney fees, and for any damages which may be asserted, claimed or recovered against or from the City, its elected and appointed officials, employees, volunteers or others working on behalf of the City, by reason of personal injury, including bodily injury, death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with Licensee's operation of a theater at the Property.





On this \_\_\_\_\_ day of \_\_\_\_\_, 2021, before me personally appeared  
\_\_\_\_\_ who acknowledged is the  
\_\_\_\_\_ of CH Birmingham, LLC and that with authority to do so he  
signed this Agreement.

\_\_\_\_\_ Notary Public  
\_\_\_\_\_ County, Michigan  
Acting in \_\_\_\_\_ County, Michigan  
My commission expires: \_\_\_\_\_

**CITY OF BIRMINGHAM**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_



280 N. Old Woodward  
Suite 12  
Birmingham, MI 48009  
O 248.385.3112  
C 248.835.2068  
F 888.450.1682

jphowe@jphowe.com  
www.jphowe.com

March 9, 2021

**VIA HAND DELIVERY**

**Ms. Jana Ecker**  
**Planning Director**  
**City of Birmingham**  
151 Martin St.  
Birmingham, MI 48012

**Re: Special Land Use Application to Transfer Ownership of Special Land  
Use Permit for Movie Theater with Class C Liquor License**  
**Applicant: CH Birmingham, LLC**  
**Licensee: Birmingham Teatro, L.L.C. (BID No. 248616)**  
**Address: 211 S. Old Woodward Ave., Birmingham, MI 48009**

Dear Ms. Ecker,

This firm represents CH Birmingham, LLC, which has entered into a lease to operate the Birmingham 8 Theater located at 211 S. Old Woodward Ave. The lease calls for the current operator, Birmingham Teatro, L.L.C., to transfer ownership of the Class C liquor license held at the theater to our client. You will note that CH Birmingham, LLC is the holder of a Class C liquor license at the Emagine Palladium Theater located at 209 Hamilton Row. CH Birmingham, LLC is part of the Emagine Theaters family of companies, and is a very experienced movie theater operator, and liquor licensee in various states throughout Michigan and the Midwest.

We have applied to the Michigan Liquor Control Commission for its approval of this license transfer, and for a conditional liquor license. That application remains pending. We are simultaneously filing an application with the Birmingham Police Department to request the City Commission's approval of the transfer of ownership of the Class C liquor license held at the Birmingham 8 Theater from Birmingham Teatro, L.L.C. to CH Birmingham, LLC. Pursuant to Section 10-103 of the Birmingham City Code, we now hereby request the City of Birmingham's approval of the transfer of the Special Land Use Permit held at the Birmingham 8 Theater from Birmingham Teatro, L.L.C. to CH Birmingham, LLC.

In connection with this request, we have enclosed the following documents for your review:

1. Special Land Use Permit Application;

2. Lease Agreement for the Birmingham 8 Theater;
3. Existing Floor Plan of the Birmingham 8 Theater; and
4. Check payable to the City of Birmingham in the amount of \$200 to cover the City's application fee to transfer ownership of the SLUP.

CH Birmingham, LLC is not proposing any changes to the operation or floor plan of the theater at this time. We are simply requesting to transfer ownership of the SLUP as part of the transition to a new theater operator.

We trust that the enclosed documents will allow you to present this application to the Birmingham City Commission for consideration. We would appreciate you coordinating this application with the liquor license transfer application that we have simultaneously filed with the Birmingham Police Department, so that the City Commission may act on both requests at the same Commission meeting. Should you have any questions, or need anything further to process this application, please do not hesitate to contact me. Thank you for your attention to this matter.

Very truly yours,

**JPHOWE, PLLC**

*J. Patrick Howe*

Enclosures



## Special Land Use Permit Application Planning Division

*Form will not be processed until it is completely filled out.*

### 1. Applicant

Name: CH Birmingham, LLC  
Address: 211 S. Old Woodward Ave.  
Birmingham, MI 48009  
Phone Number: (248) 385-3112  
Fax Number: (888) 450-1682  
Email address: [jphowe@jphowe.com](mailto:jphowe@jphowe.com)

### 3. Applicant's Attorney/Contact Person

Name: J. Patrick Howe, JPHOWE, PLLC  
Address: 280 N. Old Woodward Ave.  
Suite 12  
Phone Number: (248) 385-3112  
Fax Number: 888-450-1682  
Email address: [jphowe@jphowe.com](mailto:jphowe@jphowe.com)

### 2. Property Owner

Name: Fuller Central Park Properties, LLC  
Address: 112 Peabody St.  
Birmingham, MI 48009  
Phone Number: \_\_\_\_\_  
Fax Number: \_\_\_\_\_  
Email address: \_\_\_\_\_

### 4. Project Designer/Developer

Name: N/A  
Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Fax Number: \_\_\_\_\_  
Email address: \_\_\_\_\_

### 5. Required Attachments

- I. Two (2) paper copies and one (1) digital copy of all project plans including:
  - i. A detailed Existing Conditions Plan including the subject site in its entirety, including all property lines, buildings, structures, curb cuts, sidewalks, drives, ramps and all parking on site and on the street(s) adjacent to the site, and must show the same detail for all adjacent properties within 200 ft. of the subject site's property lines;
  - ii. A detailed and scaled Site Plan depicting accurately and in detail the proposed construction, alteration or repair;
  - iii. A certified Land Survey;
  - iv. Interior floor plans;
  - v. A Landscape Plan;
  - vi. A Photometric Plan;
  - vii. Colored elevation drawings for each building elevation;
- II. Specification sheets for all proposed materials, light fixtures and mechanical equipment;
- III. Samples of all proposed materials;
- IV. Photographs of existing conditions on the site including all structures, parking areas, landscaping and adjacent structures;
- V. Current aerial photographs of the site and surrounding properties;
- VI. Warranty Deed, or Consent of Property Owner if applicant is not the owner;
- VII. Any other data requested by the Planning Board, Planning Department, or other City Departments.

### 6. Project Information

Address/Location of the property: 211 S. Old Woodward Ave  
Birmingham, MI 48009  
Name of development: Birmingham 8 Theater  
Sidwell #: \_\_\_\_\_  
Current Use: Movie Theater with Class C Liquor License  
Proposed Use: No Changes to Current Use  
Area of Site in Acres: \_\_\_\_\_  
Current zoning: \_\_\_\_\_  
Is the property located in the floodplain? \_\_\_\_\_  
Name of Historic District Site is located in: \_\_\_\_\_  
Date of Historic District Commission Approval: \_\_\_\_\_  
Date of Application for Preliminary Site Plan: \_\_\_\_\_  
Date of Preliminary Site Plan Approval: \_\_\_\_\_

Date of Application for Final Site Plan: \_\_\_\_\_  
Date of Final Site Plan Approval: \_\_\_\_\_  
Date of Application for Revised Final Site Plan: \_\_\_\_\_  
Date of Revised Final Site Plan Approval: \_\_\_\_\_  
Date of Design Review Board Approval: \_\_\_\_\_  
Is there a current SLUP in effect for this site? \_\_\_\_\_  
Date of Application for SLUP: \_\_\_\_\_  
Date of SLUP Approval: \_\_\_\_\_  
Date of Last SLUP Amendment: \_\_\_\_\_  
Will proposed project require the division of platted lots? \_\_\_\_\_

Will proposed project require the combination of platted lots? \_\_\_\_\_

**7. Details of the Proposed Development (attach separate sheet if necessary)**

CH Birmingham, LLC has entered into a lease agreement to operate the Birmingham 8 Theater. CH Birmingham, LLC is the current operator of the Emagine Palladium Theater located at 209 Hamilton Row, Birmingham, MI 48009. Applicant is requesting to: (i) transfer the existing SLUP for the movie theater currently held by Birmingham Theatro, L.L.C. to CH Birmingham, LLC, and (ii) transfer the Class C liquor license, Sunday PM Sales Permit, and Entertainment Permit from Birmingham Theatro, L.L.C. to CH Birmingham, LLC. There are no changes being proposed by the Applicant to the floor plan, site plan or exterior of the building.

**8. Buildings and Structures - NO CHANGES PROPOSED**

Number of Buildings on Site: \_\_\_\_\_ Use of Buildings: \_\_\_\_\_  
Height of Buildings & # of Stories: \_\_\_\_\_ Height of Rooftop Mechanical Equipment: \_\_\_\_\_

**9. Floor Use and Area (in Square Feet) - NO CHANGES PROPOSED**

**Proposed Commercial Structures:**

Total basement floor area: \_\_\_\_\_ Office Space: \_\_\_\_\_  
Number of square feet per upper floor: \_\_\_\_\_ Retail Space: \_\_\_\_\_  
Total floor area: \_\_\_\_\_ Industrial Space: \_\_\_\_\_  
Floor area ratio (total floor area ÷ total land area): \_\_\_\_\_ Assembly Space: \_\_\_\_\_  
Seating Capacity: \_\_\_\_\_  
Open space: \_\_\_\_\_ Maximum Occupancy Load: \_\_\_\_\_  
Percent of open space: \_\_\_\_\_

**Proposed Residential Structures: - NOT APPLICABLE**

Total number of units: \_\_\_\_\_ Rental units or condominiums? \_\_\_\_\_  
Number of one bedroom units: \_\_\_\_\_ Size of one bedroom units: \_\_\_\_\_  
Number of two bedroom units: \_\_\_\_\_ Size of two bedroom units: \_\_\_\_\_  
Number of three bedroom units: \_\_\_\_\_ Size of three bedroom units: \_\_\_\_\_  
Open space: \_\_\_\_\_ Seating Capacity: \_\_\_\_\_  
Percent of open space: \_\_\_\_\_ Maximum Occupancy Load: \_\_\_\_\_

**Proposed Additions: - NOT APPLICABLE**

Total basement floor area, if any, of addition: \_\_\_\_\_ Use of addition: \_\_\_\_\_  
Number of floors to be added: \_\_\_\_\_ Height of addition: \_\_\_\_\_  
Square footage added per floor: \_\_\_\_\_ Office space in addition: \_\_\_\_\_  
Total building floor area (including addition): \_\_\_\_\_ Retail space in addition: \_\_\_\_\_  
Floor area ratio (total floor area ÷ total land area): \_\_\_\_\_ Industrial space in addition: \_\_\_\_\_  
Assembly space in addition: \_\_\_\_\_  
Open Space: \_\_\_\_\_ Maximum building occupancy load (including addition): \_\_\_\_\_  
Percent of open space: \_\_\_\_\_

**10. Required and Proposed Setbacks - NO CHANGES PROPOSED**

Required front setback: \_\_\_\_\_ Proposed front setback: \_\_\_\_\_  
Required rear setback: \_\_\_\_\_ Proposed rear setback: \_\_\_\_\_  
Required total side setback: \_\_\_\_\_ Proposed total side setback: \_\_\_\_\_  
Side setback: \_\_\_\_\_ Second side setback: \_\_\_\_\_

**11. Required and Proposed Parking - NO CHANGES PROPOSED**

Required number of parking spaces: \_\_\_\_\_ Proposed number of parking spaces: \_\_\_\_\_  
Typical angle of parking spaces: \_\_\_\_\_ Typical size of parking spaces: \_\_\_\_\_  
Typical width of maneuvering lanes: \_\_\_\_\_ Number of spaces <180 sq. ft.: \_\_\_\_\_  
Location of parking on site: \_\_\_\_\_ Number of handicap spaces: \_\_\_\_\_  
Location of parking off site: \_\_\_\_\_ Shared parking agreement? \_\_\_\_\_  
Number of light standards in parking area: \_\_\_\_\_ Height of light standards in parking area: \_\_\_\_\_  
Screenwall material: \_\_\_\_\_ Height of screenwall: \_\_\_\_\_

**12. Landscaping - NO CHANGES PROPOSED**

Location of landscape areas: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Proposed landscape material: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**13. Streetscape - NO CHANGES PROPOSED**

Sidewalk width: \_\_\_\_\_  
Number of benches: \_\_\_\_\_  
Number of planters: \_\_\_\_\_  
Number of existing street trees: \_\_\_\_\_  
Number of proposed street trees: \_\_\_\_\_  
Streetscape plan submitted? \_\_\_\_\_

Description of benches or planters: \_\_\_\_\_  
Species of existing trees: \_\_\_\_\_  
Species of proposed trees: \_\_\_\_\_  
\_\_\_\_\_

**14. Loading - NO CHANGES PROPOSED**

Required number of loading spaces: \_\_\_\_\_  
Typical angle of loading spaces: \_\_\_\_\_  
Screenwall material: \_\_\_\_\_  
Location of loading spaces on site: \_\_\_\_\_

Proposed number of loading spaces: \_\_\_\_\_  
Typical size of loading spaces: \_\_\_\_\_  
Height of screenwall: \_\_\_\_\_  
Typical time loading spaces are used: \_\_\_\_\_

**15. Exterior Waste Receptacles - NO CHANGES PROPOSED**

Required number of waste receptacles: \_\_\_\_\_  
Location of waste receptacles: \_\_\_\_\_  
Screenwall material: \_\_\_\_\_

Proposed number of waste receptacles: \_\_\_\_\_  
Size of waste receptacles: \_\_\_\_\_  
Height of screenwall: \_\_\_\_\_

**16. Mechanical Equipment - NO CHANGES PROPOSED**

**Utilities and Transformers:**

Number of ground mounted transformers: \_\_\_\_\_  
Size of transformers (L•W•H): \_\_\_\_\_  
Number of utility easements: \_\_\_\_\_  
Screenwall material: \_\_\_\_\_

Location of all utilities & easements: \_\_\_\_\_  
\_\_\_\_\_  
Height of screenwall: \_\_\_\_\_

**Ground Mounted Mechanical Equipment:**

Number of ground mounted units: \_\_\_\_\_  
Size of ground mounted units (L•W•H): \_\_\_\_\_  
Screenwall material: \_\_\_\_\_

Location of all ground mounted units: \_\_\_\_\_  
\_\_\_\_\_  
Height of screenwall: \_\_\_\_\_

**Rooftop Mechanical Equipment:**

Number of rooftop units: \_\_\_\_\_  
Type of rooftop units: \_\_\_\_\_  
\_\_\_\_\_  
Screenwall material: \_\_\_\_\_  
Location of screenwall: \_\_\_\_\_  
\_\_\_\_\_

Location of all rooftop units: \_\_\_\_\_  
Size of rooftop units (L•W•H): \_\_\_\_\_  
Percentage of rooftop covered by mechanical units: \_\_\_\_\_  
Height of screenwall: \_\_\_\_\_  
Distance from rooftop units to all screenwalls: \_\_\_\_\_  
\_\_\_\_\_

**17. Accessory Buildings - NOT APPLICABLE**

Number of accessory buildings: \_\_\_\_\_  
Location of accessory buildings: \_\_\_\_\_

Size of accessory buildings: \_\_\_\_\_  
Height of accessory buildings: \_\_\_\_\_

**18. Building Lighting - NO CHANGES PROPOSED**

Number of light standards on building: \_\_\_\_\_

Type of light standards on building: \_\_\_\_\_  
\_\_\_\_\_

Size of light fixtures (L•W•H): \_\_\_\_\_  
Maximum wattage per fixture: \_\_\_\_\_  
Light level at each property line: \_\_\_\_\_

Height from grade: \_\_\_\_\_  
Proposed wattage per fixture: \_\_\_\_\_

**19. Site Lighting - NO CHANGES PROPOSED**

Number of light fixtures: \_\_\_\_\_  
Size of light fixtures (L•W•H): \_\_\_\_\_  
Maximum wattage per fixture: \_\_\_\_\_  
Light level at each property line: \_\_\_\_\_

Type of light fixtures: \_\_\_\_\_  
Height from grade: \_\_\_\_\_  
Proposed wattage per fixture: \_\_\_\_\_  
Holiday tree lighting receptacles: \_\_\_\_\_

**20. Adjacent Properties - NOT APPLICABLE - EXISTING BUILDING**

Number of properties within 200 ft.: \_\_\_\_\_

**Property #1**

Number of buildings on site: \_\_\_\_\_  
Zoning district: \_\_\_\_\_  
Use type: \_\_\_\_\_  
Square footage of principal building: \_\_\_\_\_  
Square footage of accessory buildings: \_\_\_\_\_  
Number of parking spaces: \_\_\_\_\_

Property Description: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
North, south, east or west of property? \_\_\_\_\_

**Property #2**

Number of buildings on site: \_\_\_\_\_  
Zoning district: \_\_\_\_\_  
Use type: \_\_\_\_\_  
Square footage of principal building: \_\_\_\_\_  
Square footage of accessory buildings: \_\_\_\_\_  
Number of parking spaces: \_\_\_\_\_

Property Description: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
North, south, east or west of property? \_\_\_\_\_

**Property #3**

Number of buildings on site: \_\_\_\_\_  
Zoning district: \_\_\_\_\_  
Use type: \_\_\_\_\_  
Square footage of principal building: \_\_\_\_\_  
Square footage of accessory buildings: \_\_\_\_\_  
Number of parking spaces: \_\_\_\_\_

Property Description: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
North, south, east or west of property? \_\_\_\_\_

**Property #4**

Number of buildings on site: \_\_\_\_\_  
Zoning district: \_\_\_\_\_  
Use type: \_\_\_\_\_  
Square footage of principal building: \_\_\_\_\_  
Square footage of accessory buildings: \_\_\_\_\_  
Number of parking spaces: \_\_\_\_\_

Property Description: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
North, south, east or west of property? \_\_\_\_\_

**Property #5**

Number of buildings on site: \_\_\_\_\_  
Zoning district: \_\_\_\_\_  
Use type: \_\_\_\_\_  
Square footage of principal building: \_\_\_\_\_  
Square footage of accessory buildings: \_\_\_\_\_  
Number of parking spaces: \_\_\_\_\_

Property Description: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
North, south, east or west of property? \_\_\_\_\_

The undersigned states the above information is true and correct, and understands that it is the responsibility of the applicant to advise the Planning Division and / or Building Division of any additional changes made to an approved site plan. The undersigned further states that they have reviewed the procedures and guidelines for Site Plan Review in Birmingham, and have complied with same. The undersigned will be in attendance at the Planning Board meeting when this application will be discussed.

By providing your e-mail to the City, you agree to receive news notifications from the City. If you do not wish to receive these messages, you may unsubscribe at any time.

Signature of Owner: E. Fuller Date: 3-8-21

Print Name: Edward A. Fuller, Managing Member

Signature of Applicant: Paul A. Glantz Date: 03/08/2021

Print Name: Paul A. Glantz, Chairman

Signature of Architect: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: N/A

Office Use Only		
Application #:	Date Received:	Fee:
Date of Approval:	Date of Denial:	Accepted by:





## SPECIAL LAND USE PERMIT APPLICATION CHECKLIST – PLANNING DIVISION

Applicant: CH Birmingham, LLC Case #: \_\_\_\_\_ Date: \_\_\_\_\_  
Address: 211 S. Old Woodward Ave. Project: Transfer SLUP & Class C Liquor License to CH Birmingham, LLC

All site plans and elevation drawings prepared for approval shall be prepared in accordance with the following specifications and other applicable requirements of the City of Birmingham. If more than one page is used, each page shall be numbered sequentially. All plans must be legible and of sufficient quality to provide for quality reproduction or recording. Plans must be no larger than 24" x 36", and must be folded and stapled together. The address of the site must be clearly noted on all plans and supporting documentation.

### Site Plan for Special Land Use Permit

A full Site Plan detailing the proposed changes for which approval is requested shall be drawn at a scale no smaller than 1" = 100' (unless the drawing will not fit on one 24" X 36" sheet) and shall include:

- ☒ 1. Name and address of applicant and proof of ownership;
- ☒ 2. Name of Development (if applicable);
- ☒ 3. Address of site and legal description of the real estate;
- ☐ 4. Name and address of the land surveyor;
- ☐ 5. Legend and notes, including a graphic scale, north point, and date;
- ☐ 6. A separate location map;
- ☐ 7. A map showing the boundary lines of adjacent land and the existing zoning of the area proposed to be developed as well as the adjacent land;
- ☐ 8. Aerial photographs of the subject site and surrounding properties;
- ☐ 9. A detailed and scaled Site Plan depicting accurately and in detail the proposed construction, alteration or repair;
- ☐ 10. A detailed Existing Conditions Plan including the subject site in its entirety, including all property lines, buildings, structures, curb cuts, sidewalks, drives, ramps and all parking on site and on the street(s) adjacent to the site, and must show the same detail for all adjacent properties within 200 ft. of the subject site's property lines;
- ☐ 11. Interior floor plans;
- ☐ 12. A chart indicating the dates of any previous approvals by the Planning Board, Board of Zoning Appeals, Design Review Board, or the Historic District Commission ("HDC");

- ☐ 13. Existing and proposed layout of streets, open space and other basic elements of the plan;
- ☐ 14. Existing and proposed utilities and easements and their purpose;
- ☐ 15. Location of natural streams, regulated drains, 100-year flood plains, floodway, water courses, marshes, wooded areas, isolated preserve-able trees, wetlands, historic features, existing structures, dry wells, utility lines, fire hydrants and any other significant feature(s) that may influence the design of the development;
- ☐ 16. General description, location, and types of structures on site;
- ☐ 17. Location of sidewalks, curb cuts, and parking lots on subject site and all sites within 200 ft. of the property line;
- ☐ 18. Details of existing or proposed lighting, signage and other pertinent development features;
- ☐ 19. Elevation drawings showing proposed design;
- ☐ 20. Screening to be utilized in concealing any exposed mechanical or electrical equipment and all trash receptacle areas;
- ☐ 21. Location of all exterior lighting fixtures;
- ☐ 22. A Photometric Plan depicting proposed illuminance levels at all property lines;
- ☐ 23. A Landscape Plan showing all existing and proposed planting and screening materials, including the number, size, and type of plantings proposed and the method of irrigation; and
- ☐ 24. Any other information requested in writing by the Planning Division, the Planning Board, or the Building Official deemed important to the development.

#### **Elevation Drawings**

Complete elevation drawings detailing the proposed changes for which approval is requested shall be drawn at a scale no smaller than 1" = 100' (unless the drawing will not fit on one 24" X 36" sheet) and shall include:

- ☐ 25. Color elevation drawings showing the proposed design for each façade of the building;
- ☐ 26. List of all materials to be used for the building, marked on the elevation drawings;
- ☐ 27. Elevation drawings of all screenwalls to be utilized in concealing any exposed mechanical or electrical equipment, trash receptacle areas and parking areas;
- ☐ 28. Details of existing or proposed lighting, signage and other pertinent development features;
- ☐ 29. A list of any requested design changes;
- ☐ 30. Itemized list and specification sheets of all materials, light fixtures and mechanical equipment to be used, including exact size specifications, color, style, and the name of the manufacturer;
- ☐ 31. Location of all exterior lighting fixtures, exact size specifications, color, style and the name of the manufacturer of all fixtures, and a photometric analysis of all exterior lighting fixtures showing light levels to all property lines; and
- ☐ 32. Any other information requested in writing by the Planning Division, the Planning Board, or the Building Official deemed important to the development.



## Notice Signs - Rental Application Community Development

### 1. Applicant

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Fax Number: \_\_\_\_\_  
Email address: \_\_\_\_\_

### Property Owner

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Fax Number: \_\_\_\_\_  
Email address: \_\_\_\_\_

### 2. Project Information

Address/Location of Property: \_\_\_\_\_  
Name of Development: \_\_\_\_\_  
Area in Acres: \_\_\_\_\_

Name of Historic District site is in, if any: \_\_\_\_\_  
Current Use: \_\_\_\_\_  
Current Zoning: \_\_\_\_\_

### 3. Date of Board Review

Board of Building Trades Appeals: \_\_\_\_\_  
City Commission: \_\_\_\_\_  
Historic District Commission: \_\_\_\_\_  
Planning Board: \_\_\_\_\_

Board of Zoning Appeals: \_\_\_\_\_  
Design Review Board: \_\_\_\_\_  
Housing Board of Appeals: \_\_\_\_\_

The undersigned states the above information is true and correct, and understands that it is the responsibility of the applicant to post the Notice Sign(s) at least 15 days prior to the date on which the project will be reviewed by the appropriate board or commission, and to ensure that the Notice Sign(s) remains posted during the entire 15 day mandatory posting period. The undersigned further agrees to pay a rental fee and security deposit for the Notice Sign(s), and to remove all such signs on the day immediately following the date of the hearing at which the project was reviewed. The security deposit will be refunded when the Notice Sign(s) are returned undamaged to the Community Development Department. Failure to return the Notice Sign(s) and/or damage to the Notice Sign(s) will result in forfeiture of the security deposit.

Signature of Applicant: \_\_\_\_\_ Date: \_\_\_\_\_

Office Use Only		
Application #: _____	Date Received: _____	Fee: _____
Date of Approval: _____	Date of Denial: _____	Reviewed by: _____

## LEASE AGREEMENT

FULLER CENTRAL PARK PROPERTIES, L.L.C.  
112 Peabody St.  
Birmingham, Michigan 48009  
(248) 642-0024

This Lease made this 27<sup>th</sup> day of January 2021, by and between FULLER CENTRAL PARK PROPERTIES, L.L.C., a Michigan Limited Liability Company, 112 Peabody St., Birmingham, Michigan 48009, the Lessor, hereinafter designated as the Landlord, and CH BIRMINGHAM LLC, a Michigan Limited Liability Company, with an address of 303 Gray Woods Lane, Lake Angelus, Michigan 48326, the Lessee, hereinafter designated as the Tenant. Landlord and Tenant may sometimes individually be called a "Party" and collectively be called "Parties".

### WITNESSETH:

For and in consideration of the premises, the covenants herein, and other valuable consideration, the receipt and adequacy of which are hereby mutually acknowledged, the Parties hereto agree:

1. Premises. Landlord, in consideration of the rents to be paid and the covenants and agreements to be performed by the Tenant, does hereby lease unto the Tenant and Tenant hereby leases from Landlord the following described premises situated in the City of Birmingham, County of Oakland, State of Michigan:

the property commonly known as the Birmingham Theatre,  
211 South Woodward Avenue,  
Birmingham, Michigan 48009  
containing approximately 32,600 square feet of space (the "Leased Premises"),  
including all existing food service equipment and seating (collectively the "Equipment").

2. Term. The term of this Lease (the "Term") is ten (10) years from and after the 1st day of February 2021 (the "Commencement Date"), unless terminated earlier by Landlord as provided herein. Tenant may take possession of the Leased Premises on the Commencement Date.

3. Rent.

a. Percentage Rent.

- (i) Beginning on the Commencement Date and continuing through September 30, 2021, Tenant shall pay to the Landlord as rent an amount equal to 15% of the Tenant's Monthly Gross Sales (as defined below), with no cap and no minimum, for each month within the applicable rental period, as reflected in the Rent Schedule below. All payments required by this subsection shall be reconciled at the end of each applicable calendar quarter and paid to Landlord within 30 days of the end of such calendar quarter, with the first such payment being due by April 30, 2021.
- (ii) Beginning on the October 1, 2021 and continuing through the end of the Lease Term, Tenant shall pay to the Landlord, in addition to the "Base Rent" (as defined below), an amount equal to 10% of the Tenant's

Monthly Gross Sales (as defined below) which are in excess of \$150,000.00, for each month during the balance of the Lease Term, as reflected in the Rent Schedule below. All payments required by this subsection shall be reconciled each calendar quarter and paid to Landlord within 30 days of the end of such calendar quarter.

- (iii) All amounts due as described in subsections (i) and (ii) above may hereinafter be referred to as the "Percentage Rent".

- b. Base Rent. Beginning on October 1, 2021, Tenant shall, in addition to any Percentage Rent due, pay to the Landlord "Base Rent" for the Leased Premises at the initial rate of \$19,000.00 per month, with increases of 2% commencing on February 1, 2023 and continuing annually thereafter for the remaining Lease Term, payable in monthly installments in advance, upon the first day of each month as shown in the Rent Schedule below.

**Rent Schedule**

<b>Rental Rate</b>	<b>Lease Months / Year</b>	<b>Rent</b>
15% of Tenant's Monthly Gross Sales, with no cap and no minimum	2/1/2021 – 9/30/2021	Percentage Rent only
\$19,000.00 per month, plus 10% of Tenant's Monthly Gross Sales in excess of \$150,000.00	10/1/2021 – 1/31/2023	\$304,000.00, plus Percentage Rent
\$19,380.00 per month, plus 10% of Tenant's Monthly Gross Sales in excess of \$150,000.00	2/1/2023 – 1/31/2024	\$232,560.00, plus Percentage Rent
\$19,767.00 per month, plus 10% of Tenant's Monthly Gross Sales in excess of \$150,000.00	2/1/2024 – 1/31/2025	\$237,204.00, plus Percentage Rent
\$20,162.95 per month, plus 10% of Tenant's Monthly Gross Sales in excess of \$150,000.00	2/1/2025 – 1/31/2026	\$241,955.40, plus Percentage Rent
\$20,568.21 per month, plus 10% of Tenant's Monthly Gross Sales in excess of \$150,000.00	2/1/2026 – 1/31/2027	\$246,794.52, plus Percentage Rent
\$20,977.53 per month, plus 10% of Tenant's Monthly Gross Sales in excess of \$150,000.00	2/1/2027 – 1/31/2028	\$251,730.36, plus Percentage Rent

\$21,397.08 per month, plus 10% of Tenant's Monthly Gross Sales in excess of \$150,000.00	2/1/2028 – 1/31/2029	\$256,764.96, plus Percentage Rent
\$21,825.02 per month, plus 10% of Tenant's Monthly Gross Sales in excess of \$150,000.00	2/1/2029 – 1/31/2030	\$261,900.24, plus Percentage Rent
\$22,261.52 per month, plus 10% of Tenant's Monthly Gross Sales in excess of \$150,000.00	2/1/2030 – 1/31/2031	\$267,138.24, plus Percentage Rent

- c. **Additional Rent.** Tenant shall pay as "Additional Rent" any money and charges required to be paid by Tenant pursuant to the terms of this Lease, whether or not same may be designated as "Additional Rent" when referenced herein.

The term "Monthly Gross Sales", for purposes of calculating the Percentage Rent herein, shall mean the total of the Tenant's monthly sales prices of all tickets, concession items, goods, food and beverage (including alcohol), merchandise (including gift and merchandise certificates when redeemed), advertising and other monies generated from the Tenant's operation of the Leased Premises, whether for cash or credit and shall include internet sales, telephone sales and in-person sales.

All payments of Base Rent and Percentage Rent shall be made to Landlord without demand; and all payments of Additional Rent and all other payments to Landlord required hereunder shall be made as and when called for herein and if not herein specified, then upon not less than ten (10) Business Days' notice by Landlord to Tenant; all payments hereunder including Base Rent, Percentage Rent and Additional Rent shall be made without deduction or off-set of any kind whatsoever, including, but not limited to, any related to governmental restrictions, executive orders, rules, regulations or legislative enactments, in cash, by check drawn upon a U.S. banking institution payable to Landlord, or by electronic transfer, with collected funds on deposit, and shall be delivered to Landlord at its address set forth in this Lease, or to such other party and place (or account) as may be designated by notice in writing from Landlord to Tenant from time to time upon not less than 30 days' prior written notice. Base Rent, Percentage Rent and Additional Rent are sometimes herein collectively referred to as "Rent". Notwithstanding the foregoing, in the event of any governmental restrictions, executive orders, rules, regulations or legislative enactments that prohibit the operation of the Leased Premises or restrict the theater capacity within the Leased Premises to below 51%, Tenant shall pay Landlord as Rent an amount equal to 15% of the Tenant's Monthly Gross Sales with no cap and no minimum during the period of such governmental restrictions, executive orders, rules, regulations or legislative enactments.

No payment by Tenant or receipt and acceptance by Landlord of a lesser amount than the Base Rent, Percentage Rent, Additional Rent, or other payments to Landlord required hereunder, shall be deemed to be anything other than partial payment of the full amount then due and payable, nor shall any endorsement or statement on any check or any document accompanying any check, payment of rent or other payment, be deemed an

accord and satisfaction or modification of Tenant's liabilities; and Landlord may accept such partial payment without prejudice to Landlord's right to recover the balance due and payable or pursue any other remedy in this Lease provided and without regard to any such endorsement or document, which, between the Parties, shall be ineffective as a diminishment of Tenant's obligations.

Tenant shall, on a monthly basis, provide to Landlord a profit and loss statement reflecting all of Tenant's sales and operations within the Leased Premises. Annually Tenant shall provide to Landlord access to any and all financial records which would in any way enable Landlord to review, audit, monitor or confirm Tenant's Monthly Gross Sales. Landlord shall not disclose such financial data to any third party (except Landlord's accountants, attorneys or as otherwise required by law) without the prior written consent of Tenant.

4. Projector Lease. Landlord has an existing lease and maintenance contract with Sony Electronics, Inc. (collectively, the "Projection Lease"), for the projection and movie screening equipment currently servicing the Leased Premises (collectively, the "Projection Equipment"). The Projection Lease shall be forthwith assumed by Tenant and Tenant shall be solely responsible for any and all payments, costs or other fees due under the Projection Lease. Tenant shall also be entitled, to the extent allowed by Sony Electronics, Inc., to the benefit of the existing \$1.00 buy-out option offered to Landlord. However, upon termination of this Lease, Landlord shall have the right to purchase the Projection Equipment from Tenant for \$1.00.

5. Insurance Premiums. In addition to the Rent hereinbefore specified, the Tenant agrees to pay as Additional Rent all premiums for insurance against loss by fire that may be charged during the Term on the amount of insurance now carried by the Landlord on the Leased Premises and on the improvements situated on the Leased Premises, resulting from the business carried on in the Leased Premises by the Tenant or the character of its occupancy, whether or not the Landlord has consented to the same.

6. Late Payments. Tenant shall pay to Landlord a late charge equal to three (3%) percent of the amount of each installment of Base Rent, Percentage Rent, Additional Rent or any other sum owing from Tenant to Landlord under the terms hereof which is not received by Landlord within ten (10) days after its due date. In order to defray the legal, management, bookkeeping and other administrative costs resulting from Tenant's failure to timely make such payments, an additional late charge of two (2%) percent per month shall apply to any installment of Base Rent, Percentage Rent, Additional Rent or other payment owing from Tenant to Landlord under the terms hereof which is overdue thirty (30) days or longer. Tenant shall pay to Landlord interest at the rate of twelve (12%) percent per annum on any sums advanced until payment thereof is received by Landlord. To the extent any sums collected above are in excess of the amounts which Landlord may lawfully collect, the excess shall instead be applied to the immediately succeeding installment(s) of Base Rent or Percentage Rent due hereunder or shall be returned to Tenant, at Landlord's option.

7. Assignment. Tenant shall not, in whole or in part, assign or transfer this Lease or any rights hereunder or hypothecate or mortgage same or sublet or grant a license (other than movie tickets) within the Leased Premises, or any part thereof, without the prior written consent of Landlord in each instance, such consent not to be unreasonably withheld, delayed, or conditioned. Any such assignment, transfer, hypothecation, mortgage, license, or subletting shall not release Tenant hereunder, and any assignee or subtenant shall expressly assume all of the Tenant's covenants, warranties and obligations hereunder. In the event the Rent or any other charge to be paid by a subtenant, licensee or assignee of Tenant exceeds the sum of the Rent due under this Lease from Tenant to Landlord (as a whole or on a square foot basis for the space involved), Tenant shall pay to Landlord, as Additional Rent, an amount equal to fifty percent (50%) of such excess at the time or times the same is paid by such subtenant, licensee or assignee to Tenant after deducting the reasonable costs of entering into such arrangement such as broker's commissions or attorneys' fees. Any

attempted assignment, transfer, hypothecation, mortgage, license or subletting without Landlord's prior written consent shall give Landlord the right to terminate this Lease and re-enter and repossess the Leased Premises and Tenant shall be liable to Landlord for all damages in connection therewith, in addition to and cumulative of any other remedies of Landlord provided herein and by law. The transfer of more than fifty (50%) percent of the membership interests of Tenant shall, for the purposes of this paragraph, be an assignment of this Lease, but the transfer due to death or disability of a member shall not be considered an assignment. Notwithstanding the foregoing, in the event of a sale of all or substantially all of the assets or membership interests of Tenant's parent company to an entity with reasonably adequate financial wherewithal, this Lease may be assigned to the respective purchaser in connection with such transaction without the consent or approval of Landlord or payment of any consideration to Landlord.

8. Bankruptcy and Insolvency. If the estate created hereby shall be taken in execution, or by other process of law, or if the Tenant shall be declared bankrupt or insolvent, according to law, or any receiver be appointed for the business and property of the Tenant, or if any assignment shall be made of the Tenant's property for the benefit of creditors, then and in such event this lease may be canceled at the option of the Landlord.

9. Right to Mortgage. The Landlord reserves the right to subject and subordinate this Lease at all times to the lien of any mortgage or mortgages now or hereafter placed upon the Landlord's interest in the Leased Premises and/or on the land and buildings of which the Leased Premises are a part or upon any buildings hereafter placed upon the land of which the Leased Premises form a part. Any subordination of the Lease to the lien of the Landlord's mortgagee ("Lender") will be contingent upon the execution by the Lender of a Non-Disturbance Agreement reasonably acceptable to Tenant which will be binding upon Lender, its successors and assigns, and provide that the Lease and the Tenant's occupancy of the Leased Premises will not be disturbed for as long as the Tenant is not in material default under the Lease after applicable notice and or cure period. Tenant shall execute and deliver upon demand such further instrument or instruments subordinating this Lease to the lien of any such mortgage or mortgages as shall be desired by the Landlord and any mortgagees or proposed mortgagees.

10. Use and Occupancy. The Leased Premises during the Term may be used and occupied for the operation of eight (8) movie auditoriums for the showing of movies (specifically excluding adult or pornographic films) and for any lawful business appurtenant thereto, including but not limited to, the sale of food, drinks, snacks, confections, candy, and similar items; for the sale of personal property incidental or related to films; for the sale of alcoholic beverages (if an appropriate license is obtained by Tenant), for the display of advertising (Tenant's and third party interior space and the marquee only), for meetings; and for no other purpose or purposes without the written consent of the Landlord, which consent shall not be unreasonably withheld, delayed or conditioned and that the Tenant will remain sensitive to its choice of product for viewing by the general public and the local community and will not use the Leased Premises for any purpose in violation of any law, municipal ordinance or regulation. Upon any breach of this provision, Landlord shall provide Tenant with fifteen (15) days' notice and an opportunity to cure such breach before taking remedial action against Tenant, provided that if a breach occurs more than twice in any Lease year, Landlord shall not be required to afford Tenant an opportunity to cure such breach for the remainder of the applicable Lease year.

11. Liquor License. Following the Commencement Date, Landlord and Tenant shall use commercially reasonable efforts to transfer to Tenant all of Landlord's existing right, title, and interest in and to its Class C liquor license currently in use at the Leased Premises (the "Liquor License"). Tenant will be responsible for initiating and undertaking any and all of the transfer process with the Michigan Liquor Control Commission (the "MLCC"), using its own qualified legal counsel, including all applications, fees, charges, and costs, including any attorney fees, incurred for such transfer. Landlord will timely cooperate as necessary relative to such transfer and will timely sign any and all applications or other



documents reasonably required by the MLCC to effectuate such transfer. Landlord, however, makes no representations or warranties to Tenant that the MLCC will approve the contemplated transfer. If this Lease is terminated for any reason at any time, Landlord shall have the first right of refusal to repurchase the Liquor License for the purchase price of One Thousand and 00/100 Dollars (\$1,000.00), and Tenant will forthwith sign any and all applications or documents required by the MLCC to effectuate such retransfer. The provisions of this paragraph will survive the termination of this Lease. Upon Tenant's acquisition of the Liquor License, Tenant shall also pledge such Liquor License as security to ensure Tenant's performance of its obligations under this Lease and Landlord shall be entitled to record any necessary UCC Financing Statements or other documents to perfect its security interest in the Liquor License. If despite Tenant's commercially reasonable efforts, the Liquor License is not transferred to Tenant within nine (9) months after the Commencement Date, Tenant may terminate this Lease by written notice to Landlord.

12. Risk of Loss. All property in the Leased Premises shall be and remain the Tenant's sole risk, and the Landlord shall not be liable for any damage to, or loss of property or other damages arising from any act or negligence of any persons or entities, or from the bursting, leaking, or overflowing of water, sewer or sprinkler system pipes, or from heating or plumbing fixtures, or from electric wires or fixtures, or from any other cause whatsoever, nor shall the Landlord be liable for any injury to the person of the Tenant, its officers, agents, employees, representatives, invitees or other persons in, on or about the Leased Premises.

13. Casualty. If the Leased Premises are wholly or partially destroyed by fire or other casualty, Tenant shall give prompt notice thereof in writing to Landlord and shall fully cooperate with Landlord in filing all necessary proofs of claim with insurance companies. The proceeds of such insurance applicable to the Leased Premises shall be used by Landlord to rebuild, repair, or restore the Leased Premises to their condition at the time immediately preceding the loss or damage. If the Leased Premises are not restored within nine (9) months after the occurrence of such casualty, Tenant may terminate this Lease by notice to Landlord.

14. Eminent Domain. If any part of the Leased Premises shall be taken by any public authority under the power of eminent domain, then the Tenant may, at its option and upon thirty (30) days' notice to Landlord, elect to terminate this Lease. If Tenant does not elect to terminate this Lease, Landlord shall restore the remainder of the Leased Premises and Rent shall be reduced in proportion of the Leased Premises taken. All damages awarded for such taking shall belong to and be the property of the Landlord whether such damages shall be awarded as compensation for diminution in value to the leasehold or to the fee of the Leased Premises; provided, however, that the Landlord shall not be entitled to any portion of the condemnation award made for the improvements to the Leased Premises made by Tenant and for the Tenant's loss of business.

15. Certain Insurance. During the Term, Tenant shall procure, and keep in effect, fire and hazard insurance (including special covered causes of loss endorsements) for the full replacement cost of Tenant's trade fixtures, equipment, personal property, data, electronic media and leasehold improvements and cause Landlord to be named as an additional insured in connection therewith. Also during the Term, Tenant, at Tenant's expense, shall maintain in full force and effect general public liability and property damage insurance against claims for injury, wrongful death and property damage occurring upon, in or about the Leased Premises and the appurtenances thereto for the benefit of the Landlord, and which shall name Landlord as an additional insured, in the aggregate sum of not less than Five Million (\$5,000,000.00) Dollars.

16. Indemnification. Tenant agrees to and does hereby indemnify and hold Landlord harmless of, from and against all liability for damages to any person or property in, on or about

the Leased Premises which results from Tenant's acts or omissions, or the acts of Tenant's employees or invitees.

17. Policies of Insurance. All such insurance policies shall contain an agreement by the insurers that such policies shall not be canceled or amended without at least thirty (30) days prior written notice to Landlord and Tenant. Such insurance shall be obtained, and evidence thereof delivered to Landlord prior to any occupancy of the Leased Premises by Tenant or upon the Commencement Date of the Term, whichever shall first occur, and Tenant shall pay the renewal premium on such insurance and deliver evidence thereof to Landlord not less than thirty (30) days prior to the expiration of such insurance. Upon Tenant's failure to procure or maintain said insurance, Landlord may, at its option, obtain such insurance and the cost thereof, with interest thereon as provided in paragraphs 5 and 6 hereof, shall be paid in full by Tenant, as Additional Rent, due and payable on the same date as the next installment of Base Rent. The policy or policies obtained by Tenant pursuant to Tenant's obligations hereunder shall contain a clause or provision pursuant to which the insurance carrier or carriers waive all rights of subrogation against the Landlord or Tenant with respect to losses payable under such policies. Tenant shall deliver to the Landlord, upon execution of this Lease, copies of the insurance policies required to be obtained and maintained by Tenant pursuant to this paragraph and shall notify the Landlord promptly of any change of the terms of any such policies.

18. Repairs and Alterations. Except as provided in paragraph 26 and 27 hereof, the Tenant will, at its own expense, during the entire Term, keep the Leased Premises and every part thereof in as good repair and at the expiration of the Term yield and deliver up the Leased Premises in like condition as when Tenant first commences business, reasonable use and wear thereof, damage by fire or other casualty or taking by eminent domain excepted. The Tenant shall not make any alterations, additions or improvements to the Leased Premises without the Landlord's written consent, which consent shall not be unreasonably withheld, delayed, or conditioned and all alterations, additions or improvements made by either of the Parties hereto upon the Leased Premises, shall be the property of the Landlord and shall remain upon and be surrendered with the Leased Premises at the termination of this Lease.

If the Leased Premises consists of only a part of a structure or is adjacent to any property owned or controlled by the Landlord, the Landlord may enter the Leased Premises at reasonable times and install or repair pipes, wires and other appliances or make any repairs deemed by the Landlord necessary to the use and occupancy of other parts of the Landlord's property.

Additionally, it will be Tenant's obligation during Tenant's remodeling, or making of improvements, to secure from city, county, and state agencies, at its sole cost and expense, any and all permits necessary for Tenant's obtaining a Certificate of Occupancy for its opening of business.

19. Reservation. The Landlord reserves the right of free access at all times to the roof of the Leased Premises. Further, Tenant will not rent the roof or outer walls of the Leased Premises for advertising or other purposes. The Tenant shall not erect any structures for any aerial or use the roof for any purpose.

20. Care of Premises. The Tenant shall not perform any acts or carry on any practices which may injure the Leased Premises or be a nuisance or menace to the public or other tenants in the building or adjacent properties.

21. Compliance Laws. The Tenant shall at its own expense, under penalty of forfeiture and damages, promptly comply with all laws, orders, regulations, or ordinances of all

municipal, county, state and federal authorities affecting the Leased Premises and the cleanliness, safety, occupation and use of same.

22. Condition of Premises at Time of Lease. The Tenant acknowledges that it has examined the Leased Premises prior to the making of this Lease and knows and accepts the Leased Premises for all purposes under this Lease "AS-IS".

23. Re-renting. The Tenant hereby agrees that for a period commencing one hundred twenty (120) days prior to the expiration of the Term, the Landlord may show the Leased Premises to prospective tenants, and ninety (90) days prior to the expiration of the Term may display in and about the Leased Premises and in the windows thereof signs indicating the Leased Premises are available for rent.

24. Holding Over. In the event of the Tenant holding over after the expiration of the Term, thereafter the tenancy shall be from month to month in the absence of a written agreement to the contrary at a monthly rental rate in an amount equal to one hundred twenty-five (125%) percent of the rate called for during the last month of the Term.

25. Utilities. Tenant will pay all charges made against or in respect to the Leased Premises for all utilities including, but not limited to, gas, water, sewerage, heat, electricity, etc., during the Term, as the same shall become due. Additionally, Tenant will be responsible for replacement of its own electrical lighting elements.

26. Refuse Disposal. Tenant shall, at its sole cost and expense, utilize dumpsters or other disposal facilities provided by Landlord for the disposal of garbage and waste products at a charge to Tenant of Five Hundred and 00/100 Dollars (\$500.00) per month. Tenant shall not use Landlord provided dumpsters for any construction materials or debris or any hazardous materials.

27. Heating and Cooling System. At Tenant's own expense it shall maintain the air conditioning system and/or any other heating, cooling or ventilation system (collectively, the HVAC") presently on or hereinafter installed on or in, and/or otherwise servicing the Leased Premises, in good operating condition, and at the end of the Term to return same to Landlord in good operating condition.

28. Roof, Outer Wall, Door and Window Repairs. The Landlord shall be responsible only for the maintenance, replacement repair of the roof and all structural portions of the Leased Premises (not including any structural portions of any improvements made by Tenant to the Leased Premises) and the outer walls of the Leased Premises (collectively, the "Structural Repairs"). Landlord shall not be responsible for such Structural Repairs if the need for such Structural Repairs was/is caused by Tenant or Tenant's agents. The Tenant shall be solely responsible to maintain and keep in good order and repair the building façade, the marquee, doors, door frames, all window and door glass and plate glass (interior and exterior), window casings, window frames, windows and any of the appliances or appurtenances of said doors or window casings, window frames and windows, any improvements made by Tenant or its agents, and any attachment or attachments to the building or Leased Premises and all systems used in connection therewith. If Tenant fails to perform any repairs that it is required to make hereunder within 15 days after its receipt of written notice from Landlord, Landlord shall have the right but not the obligation to make such repairs and, provided such repairs were made in a good and workmanlike manner, Tenant shall promptly reimburse Landlord for Landlord's reasonable expenses in making such repairs. All repairs made by either Party shall comply with all legal requirements applicable to such repairs.

29. Advertising Display. Tenant acknowledges that the exterior and the marquee of the Leased Premises is/or may be designated as a "historical" site and that, other than proper

use, maintenance and repair, Tenant shall not alter or remove any portion of the marquee located upon the Leased Premises. All signs and advertising displayed in and about the Leased Premises shall be such only as advertise the business carried on upon the Leased Premises and such other announcements consistent with the prior practice of the use of the marquee. Other than the existing marquee, no awning, signage or other outside attachment shall be installed or used on the exterior of the Leased Premises unless approved in writing by the Landlord prior to such installation.

30. Access to Premises. The Landlord shall have the right to enter upon the Leased Premises at all reasonable hours on reasonable prior notice for the purpose of inspecting the same. If the Landlord deems any repairs necessary, it may demand that the Tenant make the same; and if the Tenant refuses or neglects forthwith to commence such repairs and complete the same with reasonable dispatch, the Landlord may make or cause to be made such repairs and shall not be responsible to the Tenant for any loss or damage that may accrue to its inventory or business by reason thereof. If the Landlord makes or causes to be made such repairs, the Tenant agrees that it will on not less than ten (10) Business Days' notice from Landlord accompanied by an itemized invoice of such costs, pay to the Landlord the cost thereof as Additional Rent.

31. Quiet Enjoyment. The Landlord covenants that the Tenant, on payment of all Rent and other sums called for herein and performing all the covenants set forth herein, shall and may peacefully and quietly have, hold and enjoy the Leased Premises for the Term.

32. Default. If Tenant should fail to pay Rent or any other amounts due under this Lease for more than thirty (30) days from the due date, the Landlord will have the option of demanding Tenant vacate the Leased Premises after providing Tenant with not less than 10 days' written notice of such non-payment and/or have the option pursuing all of its available legal remedies. It shall also be a default of this Lease for Tenant to cease doing business as a "going concern" and/or cease operating the Leased Premises during normal business hours for a period in excess of thirty (30) days, except to the extent that such cessation in business is temporary as a result of fire, accident or governmental restrictions.

33. Expenses and Damages-Re-entry. In the event that the Landlord shall, during the Term, obtain possession of said Leased Premises by re-entry, summary proceedings, or otherwise, the Tenant hereby agrees to pay the Landlord the expense incurred in obtaining possession of the Leased Premises, and also all expenses and commissions which may be paid in and about the letting of the same, and all other damages, including actual attorneys' fees and costs.

34. Remedies not Exclusive. Each and every of the rights, remedies and benefits provided by this Lease shall be cumulative and shall not be exclusive of any other of said rights, remedies, and benefits, or of any other rights, remedies, and benefits allowed by law, including, but not limited to, possession, equitable remedies and all of its money damages.

35. Waiver. One or more waivers of any covenant or condition by the Landlord or Tenant shall not be construed as a waiver of a further breach of the same covenant or condition.

36. Security. Tenant will be responsible for any and all security relating to the control of its patrons inside and directly outside of the Leased Premises.

37. Real Estate Taxes. Tenant will pay 100% of the real property taxes on the Leased Premises (Sidwell Number 08-19-36-206-007), said taxes currently due and payable yearly in two (2) installments, due February first and August first of each year, as billed by the city of Birmingham, Michigan. Real estate taxes will be prorated at the beginning and end of the Term based upon the period that the Term related to the period of such real estate taxes. Additionally, Tenant will timely pay all personal property taxes (assessed against any and all personal property, regardless of such personal property

being owned by Landlord or Tenant) and its pro rata share of any special assessments.

Landlord shall deliver to Tenant copies of the tax bills for real estate taxes accruing during the Term. If Tenant fails to pay to Landlord, within the later of ten Business Days after receipt of such tax bills or the due date of such taxes the amount of taxes due, Tenant is hereby in default under this Lease.

38. Non-liability of Landlord. In the event the Landlord hereunder or any successor owner of the Leased Premises shall sell or convey the Leased Premises, all liabilities and obligations on the part of the original Landlord or such successor owner under this Lease accruing thereafter shall terminate, and thereupon all such liabilities and obligations shall be binding upon the new owner. Tenant shall attorn to such new owner.

If Landlord shall fail to perform any covenant, term or condition of this Lease upon Landlord's part to be performed, and, such failure continues for more than 10 days after notice from Tenant, Tenant may perform such covenant, condition or term of this Lease and Landlord shall pay Tenant's reasonable expenses therefore within 10 Business Days after receipt of an itemized invoice from Tenant. If as a consequence of such default, Tenant shall recover a money judgment against Landlord, including interest at 12% per annum and reasonable attorneys' fees, such judgment shall be satisfied only against the right, title and interest of Landlord in the Leased Premises and out of rents or other income from the Leased Premises receivable by Landlord, or out of the consideration received by Landlord from the sale or other disposition of all or any part of Landlord's right, title and interest in the Leased Premises, and Landlord shall not be liable for any deficiency.

39. Estoppel Certificate. At any time and from time to time, but not less than ten (10) Business Days subsequent to request by a Party, the requested Party shall promptly execute, acknowledge and deliver to the requesting Party or its designee, a certificate indicating (a) that this Lease is unmodified and in full force and effect (or, if there have been modifications, that this Lease is in full force and effect, as modified, and stating the date and nature of each modification), (b) the date, if any, to which Rent hereunder have been paid, (c) that no notice has been received by Tenant of any default which has not been cured, except as to defaults specified in said certificate, and (d) such other matters as may be reasonably requested. Any such certificate may be relied upon by any prospective purchaser, lender mortgagee or other specified person.

40. Notices. Whenever under this Lease a provision is made for notice of any kind it shall be deemed sufficient notice and service thereof if such notice to the Tenant is in writing addressed to the Tenant at its last known post office and deposited in the mail with postage prepaid, and if such notice to the Landlord is in writing addressed to the last known post office address of the Landlord and deposited in the mail with postage prepaid. Notice shall be deemed given when received.

41. Pronouns. It is agreed that in this Lease the word "it" shall be used as synonymous with the words "she," "he," and "they," and the word "its" synonymous with the words "her," "his," and "their."

42. Successors. The covenants, conditions, and agreements made and entered into by the Parties hereto and the benefits hereunder are binding on, and the benefits hereunder shall accrue to the Parties hereto and their respective heirs, successors, representatives and assigns.

43. Severability. The unenforceability or invalidity, if any, of any provision of this Lease shall not render any other provision or provisions unenforceable or invalid and the remainder of this Lease shall not be affected thereby and the balance of the terms and provisions of this Lease shall be valid and enforceable. If any provision of this Lease is partially unenforceable or invalid, the remaining portion thereof shall be enforced to the fullest extent

permitted by law.

44. Options to Renew. Provided that Tenant is not in default of this Lease at the time of the notice of exercise and at the time of the commencement of the hereinafter provided "Option Terms" beyond any applicable notice and/or cure period, Landlord grants to Tenant two (2) successive five (5)-year options (each an "Option" and collectively, the "Options") to extend the Term upon the same terms and conditions, except for Base Rent, which shall be increased two (2%) percent annually.

To exercise the Options, Tenant must tender written notice to Landlord exercising such Option not less than six (6) months prior to the expiration date of the existing Term. Failure of Tenant to timely tender written notice of its exercise of an Option shall terminate such Option, time being of the essence. Upon the timely exercise of an Option, the period of such Option shall be included within the Term.

45. Brokers. Landlord and Tenant represent and warrant to each other that they have not negotiated with any broker in connection with this Lease. Landlord and Tenant agree that should any claim be made against the other for a broker's commission, finder's fee or similar compensation by reason of the acts of such Party, the Party upon whose acts such claim is predicated shall indemnify and hold the other Party harmless from all losses, costs, damages, claims, liabilities and expenses in connection therewith (including, but not limited to, reasonable legal fees and the cost of enforcing this indemnity).

46. Recording. Tenant hereby covenants and agrees not to record this Lease or any memorandum or affidavit thereof or cause same or any memorandum or affidavit thereof to be recorded by any third persons without Landlord's written authority.

47. Headings. The paragraph headings provided herein are for the convenience of the Parties, but shall not be deemed to qualify, modify or amend the text of each paragraph of the Lease.

48. Entire Agreement. This Lease constitutes the entire agreement between the Parties and may not be modified in any manner except by a writing signed by both Parties.

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals the day and year first above written.

LANDLORD:

FULLER CENTRAL PARK PROPERTIES, L.L.C.

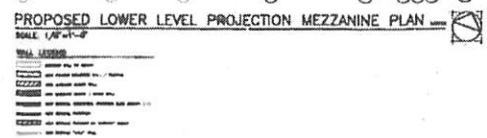
  
By: Edward A. Fuller  
Its: Managing Member

TENANT:

CH BIRMINGHAM LLC,  
a Michigan limited liability company  
By: 303 Management, Inc.,  
a Michigan corporation, Manager

By:   
Paul A. Glantz, President

Project Number:  
20-0-1  
Sheet Title:  
PROPOSED  
LOBBY LEVEL FLOOR PLAN  
  
Sheet Number:  
**A1.03**



Project Number:  
10-4-11  
Sheet Title:  
PROPOSED  
LOWER LEVEL PROJECTION  
WETLANDS PLAN  
Sheet Number:  
**A1.04**







## MEMORANDUM

Police Department

**DATE:** March 10<sup>th</sup>, 2021

**TO:** Tom Markus, City Manager  
Jana Ecker, Planning Director

**FROM:** Chris Busen, Investigative Commander

**SUBJECT:** Request to transfer ownership of the Class C Liquor License from Birmingham Teatro, LLC (Business Id. No. 248616) to CH Birmingham, LLC located at 211 S Old Woodward, Birmingham, Oakland County, Michigan; with Sunday Sales (PM) permit, and Entertainment permit.

---

### INTRODUCTION:

The police department has received a request from the Law Offices of J.Patrick Howe regarding approval to transfer ownership of the Class C license from Teatro, LLC located at 211 S Old Woodward, Birmingham, Oakland County, MI 48009 to CH Birmingham, which will continue doing business as Birmingham 8 Theater. CH Birmingham, LLC also requests the following permits: Sunday Sales PM Permit, and Entertainment Permit. CH Birmingham, LLC has paid the initial fee of \$1500 for a business that serves alcoholic beverages for consumption on the premises per section 7.33 of the Birmingham City Code.

### BACKGROUND:

CH Birmingham, LLC has entered into a lease to operate the Birmingham 8 Theater located at 211 S Old Woodard. The lease calls for the current operator, Birmingham Teatro, LLC to transfer ownership of the Class C liquor license held at the theater to CH Birmingham, LLC. CH Birmingham, LLC is not proposing any changes to the operation or floor plan of the theater at this time. They are only requesting to transfer ownership of the Class C liquor license. The Class C liquor license is being transferred for \$1.00. CH Birmingham, LLC is simultaneously filing a separate request to transfer the Special Land Use Permit for the theater with the Birmingham Planning Department. A Liquor License Application has also been filed with the Michigan Liquor Control Commission. Funds used for operating the Birmingham 8 Theater will come from Emagine Theater ongoing operations funds. CH Birmingham, LLC provided a financial letter stating they have funds available to support their operation moving forward. The tentative hours of operation are 11am-1:00am depending on season and demand. CH Birmingham, LLC will initially pay a percentage rate for their lease and then eventually pay a monthly amount an addition to the percentage amount for their lease.

### LEGAL REVIEW:

Non-applicable

### FISCAL IMPACT:

Non-applicable

SUMMARY:

Birmingham 8 Theater will be solely owned by Paul A Glantz, who is the Chairman of Emagine Theaters.

<u>Member</u>	<u>Percentage of Interest</u>
Paul A Glantz	100%

A background check was conducted on Paul A Glantz. Glantz was checked using the Law Enforcement Information Network (LEIN) and the Court's Law Enforcement Management Information System (CLEMIS). Glantz has no criminal convictions or police contacts.

Glantz has Michigan Liquor Control Commission ("MLCC") violations at the following locations he has an interest in:

<u>Licensee Name</u>	<u>MLCC Violation</u>
Emagine Novi	(7) NSF Violations
Emagine Canton	(1) NSF Violation (1) Sale to Minor
Emagine Royal Oak	(1) Sale to Minor
Emagine Rochester Hills	(1) Sale to Minor
Emagine Macomb	(1) NSF Violation (1) Fail to provide server training
Emagine Palladium	(1) Fail to provide server training
Emagine Hartland	(1) NSF Violation (1) Fail to provide server training
Emagine Birch Run	(1) NSF Violation

ATTACHMENTS:  
Non-Applicable

**SUGGESTED RESOLUTION:**

**To authorize the Chief of Police to sign the MLCC Police Investigation Report (LC-1800) and to approve the liquor license request of CH Birmingham, LLC that requests a transfer of interest in a Class C License to be issued under MCL 436.1521(A)(1)(B) located at 211 S Old Woodward, Birmingham, Oakland County, MI 48009.**

**Furthermore, pursuant to Birmingham City Ordinance, to authorize the City Clerk to complete the Local Approval Notice at the request of CH Birmingham, LLC approving the liquor license transfer request of CH Birmingham, LLC that requested a Class C License be transferred under MCL 436.1521 (A)(1)(B) located at 211 S Old Woodard, Birmingham, Oakland County, MI 48009.**

**DATE:** April 8, 2021

**TO:** Tom Markus, City Manager

**FROM:** Scott Zielinski, Assistant City Engineer,  
Jim Surhigh, Consulting City Engineer

**SUBJECT:** Grant Street Paving Project  
Contract #1-21 (P) Contract Award

---

## INTRODUCTION:

Bids for the Grant Street Paving Project #1-21(P) were opened on March 31, 2021. The City received five (5) bids. The lowest complete and qualified bid was submitted by DiPonio Contracting, Inc.

## BACKGROUND:

The Grant Street Paving Project is a 3 block project in two sections of Grant St., from E. Lincoln Street to Humphrey Ave, and from Bird Ave to W 14 Mile Road. The project includes work designed to improve water and sewer infrastructure while replacing a severely deteriorated pavement. The Grant Street Paving project was presented to the Multi-Modal Transportation Board (MMTB) for review and recommendations for improvement. As part of the pavement replacement, the City will placing new curb and gutters along with replacing drive approaches, and improving sidewalk ramps as needed. No additional recommendations were given by MMTB for the project.

The Engineering Department opened bids on March 31st, 2021. Five (5) bids were received, as listed on the attached summary. The low bidder was DiPonio Contracting, Inc., with their bid of \$1,139,199.00. Diponio's bid was 5.0% less than the Engineer's Estimate of \$1,199,619.50. The letter from our engineering consultant, Nowak & Fraus Engineers, is attached for reference.

DiPonio Contracting, Inc. has completed several projects for the City in the past, most recently the Lakeview Ave Paving project in 2020. Based on the performance of previous projects, we are confident that they are fully qualified to perform the type of work included in the Grant Street Paving Project.

As is required for all of the City's construction projects, DiPonio Contracting, Inc. has submitted a 5% bid security with their bid which will be forfeited if they do not provide the signed contracts, bonds and insurance required by the contract following the award by the City Commission.

In accordance with recently modified rules from the Michigan Dept. of Environmental, Great Lakes, and Energy (EGLE) requiring the complete removal of lead water services

from the water main to the water meter, this project includes work that addresses these requirements. One (1) home within the project area is known to have a lead water service. The City is currently working on obtaining the homeowner's consent for the City and its Contractor to enter the home to replace the lead water service to the water meter. Per the EGLE, the City is not allowed to charge the homeowner for this work. Based on contract prices received, the cost of this work from the water main to the water meter is estimated at \$3,000.

#### LEGAL REVIEW:

The City's standard contract language was used for this bidding document. No legal review is required at this time.

#### FISCAL IMPACT:

This project was budgeted for in the 2020/2021 budget and the cost of the project will be charged to the following accounts:

		Budget	Bid Amount
Sewer Fund, Pub. Imp.	590-536.001-981.0100	\$ 160,000.00	\$ 405,675.00
Water Fund, Lead Water Service Repl.	591-537.005-811.0000	\$ 3,000.00	\$ 3,000.00
Water Fund, Pub. Imp.	591-537.004-981.0100	\$ 210,000.00	\$ 240,931.00
Major Streets Fund	202-449.001-981.0100	\$ 428,825.00	\$ 489,593.00
TOTAL		\$ 801,825.00	\$ 1,139,199.00

Amendments to the 2020/2021 fiscal year budgets for both the Water and Sewer Funds will be required to complete this work. Adequate reserves are available in the Sewer Fund, Water Fund and Major Streets Fund to accommodate this request. The discrepancy between the budget and bid amounts for the proposed sewer work is mainly due to inadvertently not including needed relief sewer costs on the Grant Street project that were determined to be needed during design of a previously constructed sewers on Bennaville in 2018. The proposed sewer across St. James Park diverts flow to the new sewers to be installed on Grant, thereby completing the relief of the sewers on Bennaville.

#### PUBLIC COMMUNICATIONS:

Communication with the residents in the project area will include the project announcement, project start date and regular updates. Residents will be encouraged to sign up for the City's Constant Contact to receive additional information during the project.

SUMMARY:

It is recommended that the Grant Street Paving Project #1-21(P), be awarded to DiPonio Contracting, Inc.

ATTACHMENTS:

- Project Area Map – (one page)
- Bid Summary – (one page)
- Plans – (18 sheets)
- Nowak and Fraus Engineers Recommendation – (one page)

SUGGESTED RESOLUTION:

To award the Grant Street Paving Project #1-21(P), to DiPonio Contracting, Inc. contingent upon execution of the agreement and meeting all insurance and bonding requirements. In the amount of \$1,139,199.00, to be charged to the following accounts:

			Bid Amount
Sewer Fund, Pub. Imp.	590-536.001-981.0100	\$	405,675.00
Water Fund, Lead Water Service Repl.	591-537.005-811.0000	\$	3,000.00
Water Fund, Pub. Imp.	591-537.004-981.0100	\$	240,931.00
Major Streets Fund	202-449.001-981.0100	\$	489,593.00
TOTAL			\$ 1,139,199.00

To approve the appropriation and amendment to the fiscal year 2020-2021 Sewer Fund budget as follows:

Sewer Fund

Revenues:

590-000.000-400.0000

Draw from Net Position

\$245,675

Total Revenue

\$245,675

Expenses:

590-536.001-981.0100

Public Improvement

\$245,675

Total Expenses

\$245,675

To approve the appropriation and amendment to the fiscal year 2020-2021 Water Fund budget as follows:

Water Fund

Revenues:		
591-000.000-400.0000	Draw from Net Position	<u>\$30,931</u>
Total Revenue		<u>\$30,931</u>
Expenses:		
591-537.004-981.0100	Public Improvement	<u>\$30,931</u>
Total Expenses		<u>\$30,931</u>

To approve the appropriation and amendment to the fiscal year 2020-2021 Major Street Fund budget as follows:

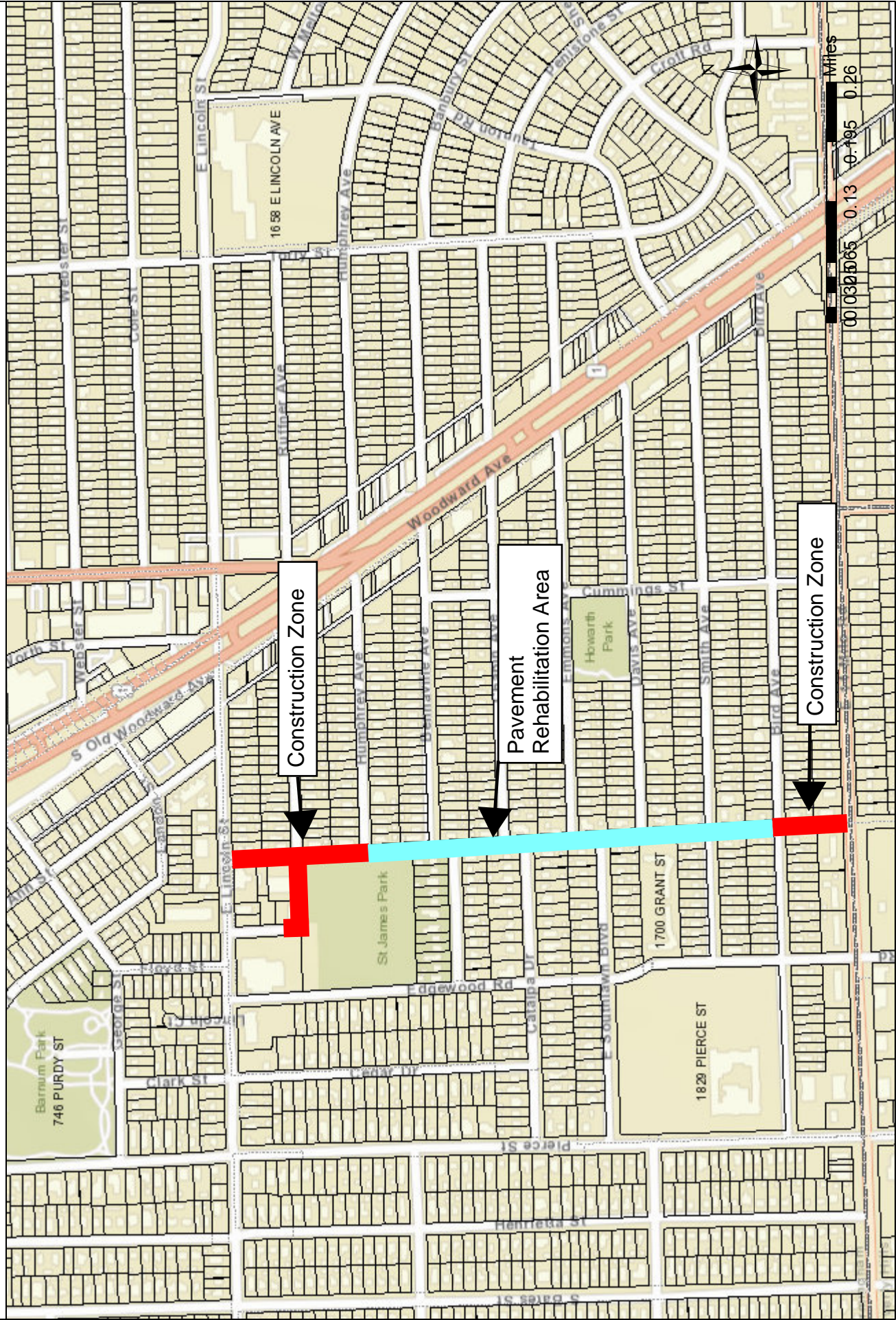
Major Streets Fund

Revenues:		
202-000.000-400.0000	Draw from Fund Balance	<u>\$60,768</u>
Total Revenue		<u>\$60,768</u>
Expenses:		
202-449.001-981.0100	Public Improvement	<u>\$60,768</u>
Total Expenses		<u>\$60,768</u>

Also, to authorize the Mayor to sign the contract on behalf of the City.



## A detailed street map of a residential neighborhood. A thick red line runs horizontally across the middle of the map, representing the project area. This line is divided into three sections by two black arrows pointing left towards it. The first section on the left is labeled "Construction Zone". The middle section is labeled "Pavement Rehabilitation Area". The second section on the right is also labeled "Construction Zone". The map shows various streets including E Lincoln St, Woodward Ave, and Grant St. There are several parks shown in green, such as Barrum Park, St James Park, and Howarth Park. A scale bar at the bottom indicates distances from 0.00 to 0.26 miles. A north arrow is located in the top right corner.



**CITY OF BIRMINGHAM**

**2021 GRANT STREET PAVING PROJECT**

**CONTRACT # 1-21 (P)**

**BID SUMMARY**

**March 31, 2020 - 2:00 PM**

**CITY OF BIRMINGHAM**

**2021 GRANT STREET PAVING PROJECT**

**CONTRACT # 1-21 (P)**

**BID SUMMARY**

**March 31, 2020 - 2:00 PM**

**CITY OF BIRMINGHAM**

**2021 GRANT STREET PAVING PROJECT**

**CONTRACT # 1-21 (P)**

**BID SUMMARY**

**March 31, 2020 - 2:00 PM**

[illegible]





CIVIL ENGINEERS

LAND SURVEYORS

LAND PLANNERS

April 7, 2021

City of Birmingham  
151 Martin Street  
Birmingham, MI 48012

Attn: Mr. James Surhigh, P.E.  
Consulting City Engineer

Re: Recommendation for Bid Award  
Grant Street Paving Project – Contract #1-21P  
NFE Job #L485

Dear Mr. Surhigh,

Bids for the subject project were received, opened, and read on Wednesday March 31, 2021, at 2:00 p.m. at City Hall. A total of five (5) bids were received and read. The bids have been tabulated, checked, and are in order. The low bidder for the project is DiPonio Contracting, Inc. of Shelby Township, Michigan, with a total bid amount of \$1,139,199.00. We note that the bid amount is less than the Engineer's Opinion of Probable Cost, which was \$1,199,619.50.

Our office has experience working with DiPonio Contracting on previous successful projects in Birmingham and other surrounding communities. DiPonio Contracting most recently completed the 2020 Lakeview Avenue Paving Project in Birmingham (Contract #2-20P). We have also reviewed the references included with the bid and find them to be reputable and acceptable. Based on previous experience we are confident in DiPonio Contracting's ability to perform the scope of work for this project.

In our capacity as Design and Consulting Engineers for the City of Birmingham, we recommend that Contract #1-21P for the Grant Street Paving Project be awarded to DiPonio Contracting, Inc. in the amount of **\$1,139,199.00**.

Please do not hesitate to contact our office if you have any questions or comments.

Sincerely,

A handwritten signature in black ink, appearing to read 'Paul Tulikangas'.

Paul Tulikangas, P.E.  
Associate / Engineering Manager

A handwritten signature in blue ink, appearing to read 'Brett Buchholz'.

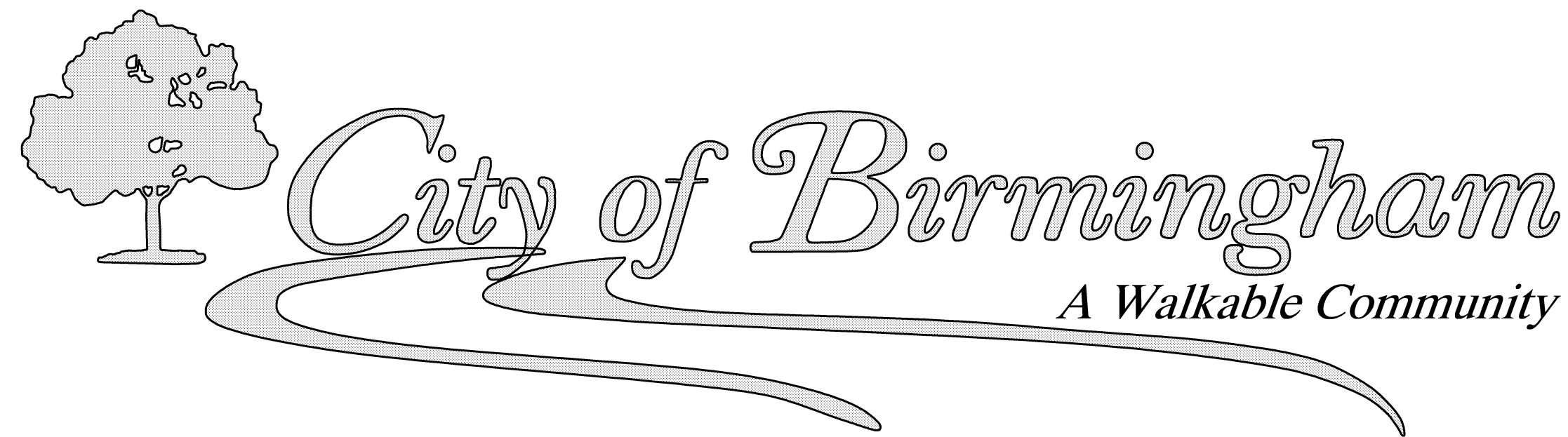
Brett Buchholz, P.E.,  
Principal

NOWAK & FRAUS ENGINEERS

46777 WOODWARD AVENUE  
PONTIAC, MI 48342-5032

WWW.NOWAKFRAUS.COM

VOICE: 248.332.7931  
FAX: 248.332.8257



# ENGINEERING DEPARTMENT GRANT STREET PAVING PROJECT CONTRACT #1-21(P)

## SHEET INDEX

- COVER SHEET
- C1 PAVING & UTILITY PLAN STA. P.O.B. TO 4+50
- C2 PAVING & UTILITY PLAN STA. 20+00 TO 23+50
- C3 PAVING & UTILITY PLAN STA. 23+50 TO P.O.E.
- C4 ST. JAMES PARK- COMBINED SEWER PLAN & PROFILE
- C5 STORM SEWER PROFILES
- C6 GRADING PLAN STA. P.O.B. TO 4+50
- C7 GRADING PLAN STA. 20+00 TO 23+50
- C8 GRADING PLAN STA. 23+50 TO P.O.E.
- C9 INTERSECTION GRADING DETAILS - GRANT STREET
- C10 PAVEMENT JOINTING, MARKING, AND SIGNAGE PLAN - GRANT STREET
- C11 EXISTING & PROPOSED CROSS-SECTIONS
- C12 ADVANCED WARNING SIGNAGE DIAGRAM - GRANT STREET
- C13 MDOT TRAFFIC TYPICALS
- C14 NOTES & DETAILS

## Q1 QUANTITIES

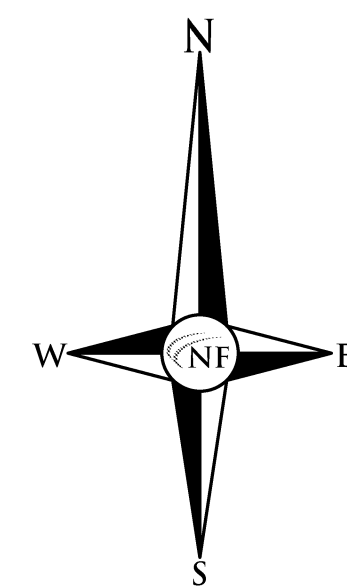
CITY OF BIRMINGHAM - SEWER STANDARD DETAILS  
CITY OF BIRMINGHAM - WATER MAIN STANDARD DETAILS

## WATER / SEWER SERVICE NOTE

ALL WATER AND SEWER SERVICE LATERAL INFORMATION IS SHOWN PER RECORD, WITHIN THE PUBLIC RIGHT OF WAY. THE CONTRACTOR SHALL COORDINATE WITH CITY FOR ALL PRIVATE-SIDE WATER AND SEWER LATERAL INFORMATION, AS REQUIRED, TO CONSTRUCT THE PROJECT (INC.).

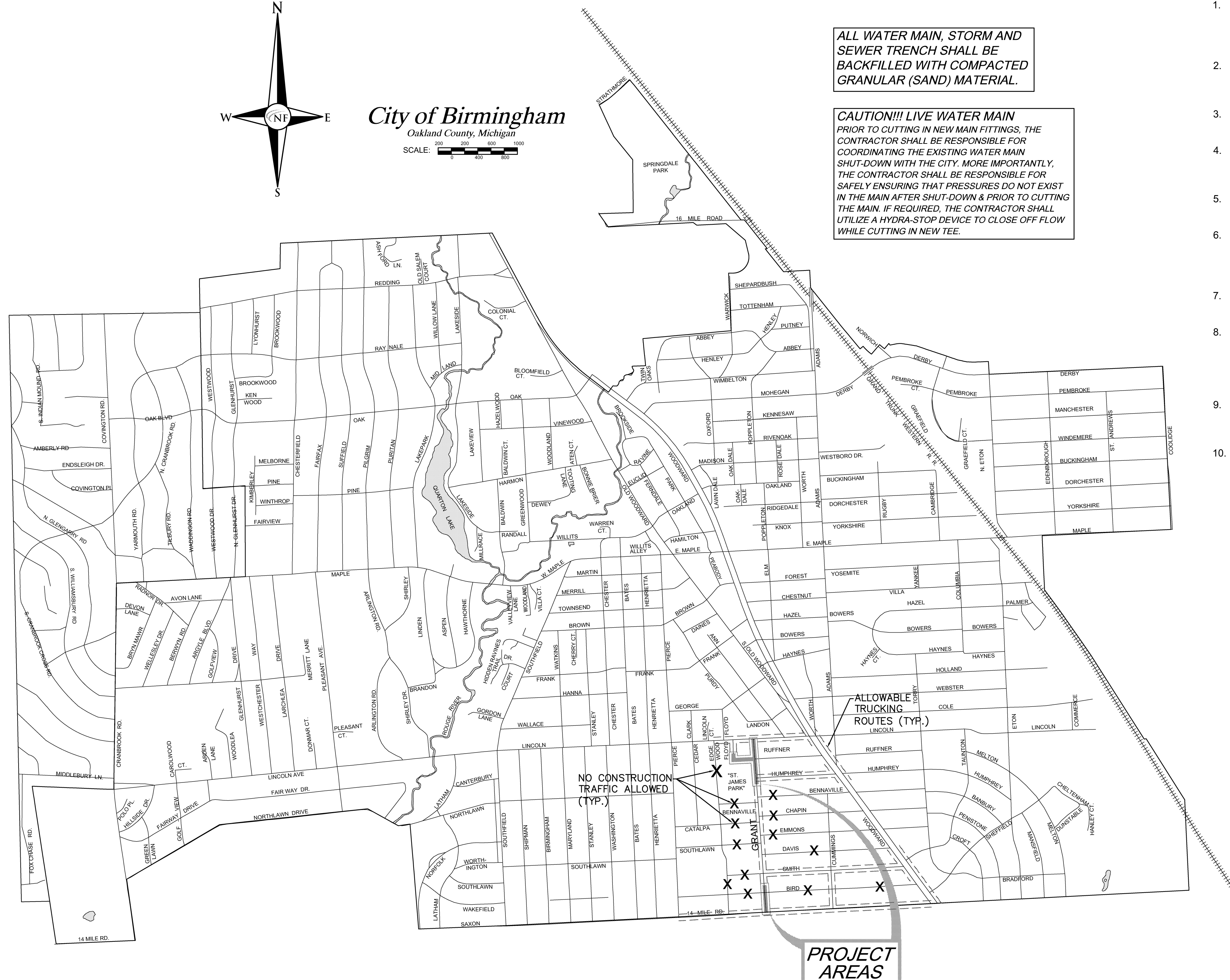
## UTILITY NOTE

THE LOCATIONS AND ELEVATIONS OF SOME OF THE EXISTING UNDERGROUND UTILITIES AS SHOWN ON THE SURVEY DRAWING WERE OBTAINED FROM MUNICIPAL AND UTILITY COMPANY RECORDS AND MAPS. THEREFORE, NO GUARANTEE IS EITHER EXPRESSED OR IMPLIED AS TO THE COMPLETENESS OR ACCURACY THEREOF. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING THE EXACT UTILITY LOCATIONS AND ELEVATIONS PRIOR TO THE START OF CONSTRUCTION.



City of Birmingham  
Oakland County, Michigan

SCALE: 1" = 400'



## CONSTRUCTION NOTES

These notes shall apply for all work within this contract:

- The contractor shall notify MISS DIG 1-800-482-7171 at least 3 working days excluding Saturday, Sunday, and Holidays before making any excavations and notify the City of Birmingham Engineering Department a minimum of 24 hours prior to the start of construction (248-530-1850).
- See the City of Birmingham drawings "Sewer Standard Details" and "Water Main Standard Details" for details of manholes, catch basins, inlets, and related sewer and water main work.
- All excavation under or within three feet of pavement, public or private, shall be backfilled and compacted with sand.
- The joints at the edges of all excavations in the pavement shall be sawcut, or pavement will be removed to existing joints, as directed by the Engineer. There is no separate pay item for saw cutting pavements.
- The contractor shall be responsible for damage to existing utilities, pavement, trees, landscaping, gravel, etc., whether located on public or private property.
- Catch basin and inlet castings scheduled for replacement, or new construction shall be EJIW 5000Z4 DI / 5000M4 DI Hinged Assembly unless specified otherwise. Manhole castings shall be EJIW 1040-A cover as noted on the detail sheets and plans, unless otherwise specified.
- Storm, sewer and water main trench shall be backfilled with MDOT Class II sand and properly compacted to 95% of modified proctor density.
- A permit from the Michigan Department of Environment, Great Lakes & Energy (EGLE) is required for all new water main installations. Also, no work shall be allowed on the combined sewer system until appropriate permits have been received by the Michigan Department of Environment, Great Lakes & Energy (EGLE).
- The contractor shall coordinate and cooperate with all other utility companies working in the same area, project related or not, during the same allotted construction period.
- All proposed Public Water Main for this project shall be Pressure Class 54 Ductile Iron Pipe (D.I.P.) with Zinc coating in conformance with City of Birmingham specifications, unless otherwise noted.

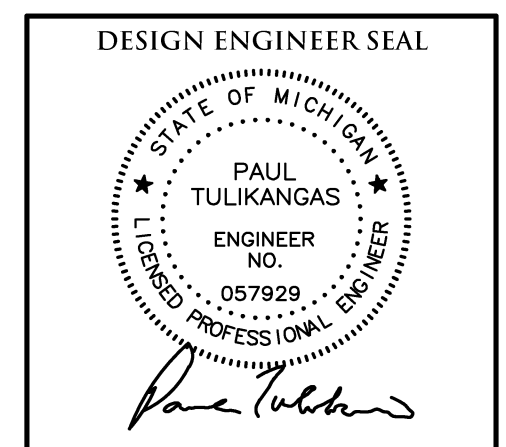
GRANT STREET PAVING PROJECT  
CONTRACT #1-21(P)



Know what's below  
Call before you dig.

## BENCHMARK NOTE

BENCHMARKS SET AND SHOWN PER SHEET WERE ESTABLISHED OFF OF THE CITY OF BIRMINGHAM BENCHMARK DATUM.

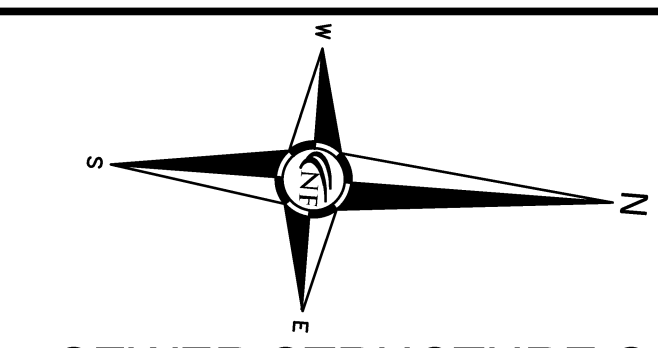
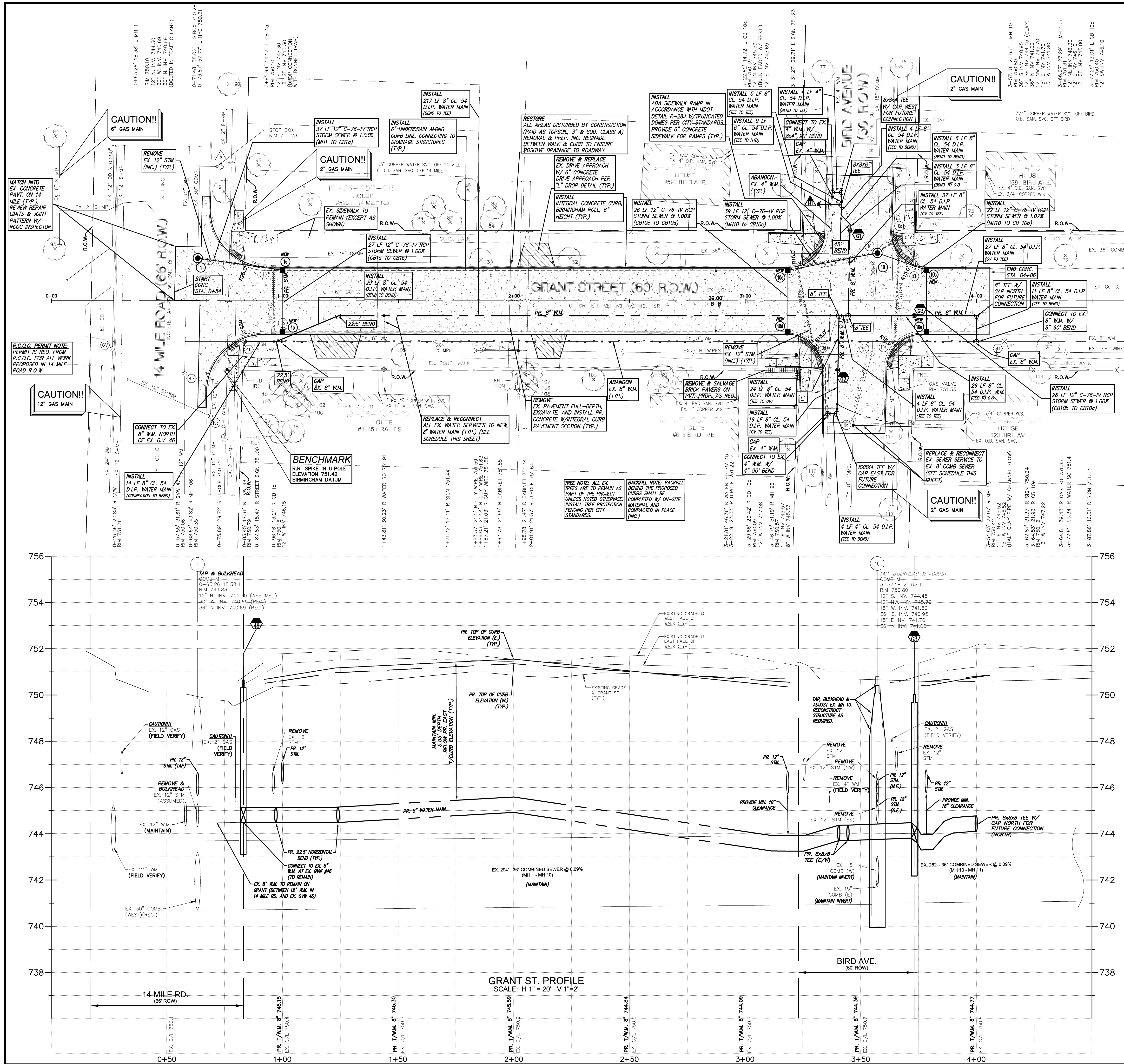


APPROVED

DATE

MARCH 15, 2021 BIDS





SEWER STRUCTURE SCHEDULE

- 10 BULKHEAD & TAP  
0+35.28' 18.38' L  
COMB. MH 1  
RIM 749.83  
12" N. INV. 744.30  
(ASSUMED) (REMOVE & B.H.)  
30' W. INV. 740.69 (REC.) (MAINTAIN)  
36" N. INV. 740.69 (REC.) (MAINTAIN)  
(BOLTED IN TRAFFIC LANE)  
PR. 12" N. INV. 745.65 (TAP)
- 10a REMOVE & REPLACE  
0+35.54' 14.17' L  
CB 10  
RIM 750.10  
W/ 4" DIA CATCH BASIN W/ 2" SUMP  
PR. STA 03+78.34' 13.26' L  
PR. RIM 750.05  
12" N. INV. 745.30 (REMOVE)  
12" SE. INV. 745.30 (REMOVE)  
(GROUP CONNECTION WITH BONNET TRAP)  
PR. 12" E. INV. 745.03 (TRAP)
- 10b REMOVE & REPLACE  
0+96.16' 13.21' R  
CB 10  
RIM 750.15  
W/ 2" DIA INLET  
PR. STA 03+18.44' 13.20' R  
PR. RIM 745.85  
12" W. INV. 747.08 (REMOVE)  
PR. 12" E. INV. 745.85
- 10c ADJUST, BULKHEAD & TAP  
3+57.18' 20.65' L  
COMB. MH 10  
RIM 750.80  
PR. STA 03+57.17' 20.65' L  
PR. RIM 750.41  
12" N. INV. 745.70 (REMOVE & B.H.)  
12" SE. INV. 744.45 (CLAY) (REMOVE & B.H.)  
15" E. INV. 741.70 (MAINTAIN)  
15" W. INV. 741.80 (MAINTAIN)  
36" N. INV. 741.00 (MAINTAIN)  
36" S. INV. 740.95 (MAINTAIN)  
PR. 12" N. INV. 745.40 (TAP)  
PR. 12" SE. INV. 745.19 (TAP)
- 10d REMOVE & REPLACE  
3+66.67' 27.29' L  
COMB. MH 10  
RIM 751.31  
W/ 2" DIA INLET  
PR. STA 03+78.34' 13.26' R  
PR. RIM 749.90  
12" E. INV. 745.10 (REMOVE)  
12" N. INV. 745.30 (REMOVE)  
12" SE. INV. 745.80 (REMOVE)  
PR. 12" W. INV. 745.90
- 95 ADJUST  
3+54.83' 22.93' L  
COMB. MH 95  
RIM 750.42  
PR. RIM 750.18  
15" E. INV. 745.52 (MAINTAIN)  
15" W. INV. 745.52 (MAINTAIN)  
(HALF CLAY PIPE W/ CHANNEL FLOW)
- 96 MAINTAIN  
4+46.79' 51.91' R  
COMB. MH 96  
RIM 750.57  
15" E. INV. 745.57 (MAINTAIN)  
8" W. INV. 745.57 (MAINTAIN)
- 10e MAINTAIN  
0+68.64' 49.82' R  
COMB. MH 106  
RIM 750.35  
PR. RIM 750.35 (MAINTAIN)

WATER MAIN SCHEDULE

- 46 MAINTAIN  
0+73.87' 57.77' L  
HYD 6  
RIM 750.21  
PR. RIM 750.21  
15" E. INV. 741.70 (MAINTAIN)  
15" W. INV. 741.80 (MAINTAIN)  
36" N. INV. 741.00 (MAINTAIN)  
36" S. INV. 740.95 (MAINTAIN)  
PR. 12" N. INV. 745.40 (TAP)  
PR. 12" SE. INV. 745.19 (TAP)
- 47 MAINTAIN  
0+57.55' 31.61' R  
GW 47  
RIM 750.06  
P/PIPE 745.26
- 61 INSTALL  
03+45.31' 30.40' L  
8" GATE VALVE IN BOX  
PR. RIM 750.45  
PR. T/P 744.95
- 63 INSTALL  
03+73.17' 6.50' R  
8" GATE VALVE IN BOX  
PR. RIM 750.20  
PR. T/P 744.70
- 46 ADJUST & MAINTAIN  
0+83.45' 17.61' R  
GW 46  
RIM 750.21  
PR. RIM 750.21  
15" E. INV. 741.70 (MAINTAIN)  
15" W. INV. 741.80 (MAINTAIN)  
36" N. INV. 741.00 (MAINTAIN)  
36" S. INV. 740.95 (MAINTAIN)  
PR. 12" N. INV. 745.40 (TAP)  
PR. 12" SE. INV. 745.19 (TAP)
- 62 INSTALL  
03+40.04' 30.00' R  
8" GATE VALVE & BOX  
PR. RIM 750.13  
PR. T/P 744.63
- 64 INSTALL  
STA 3+31.74, 41.73' L  
HYDRANT & ASSEMBLY  
P/PIPE 745.77

WATER SERVICE SCHEDULE - LENGTH OF WATER SERVICE NEEDED				
ADDRESS OR DESCRIPTION	EXISTING SERVICE	LENGTH NEEDED (FT)	NEW CURB BOX	
525 E. 14 MILE RD.	3/4" COPPER SVC	N/A-OFF BRD AVE	N/A-OFF BRD AVE	
591 BRD AVE	3/4" COPPER SVC	N/A-OFF BRD AVE	N/A-OFF BRD AVE	
592 BRD AVE	3/4" COPPER SVC	N/A-OFF BRD AVE	N/A-OFF BRD AVE	
616 BRD AVE	1" COPPER SVC	N/A-OFF BRD AVE	N/A-OFF BRD AVE	
623 BRD AVE	3/4" COPPER SVC	37 (1.0')	NO	
1985 GRANT STREET	1.0" COPPER SVC	11 (1.0')	NO	

SEWER SERVICE SCHEDULE - LENGTH OF 6" PVC PIPE NEEDED			
ADDRESS OR DESCRIPTION	EXISTING SERVICE	LENGTH NEEDED (FT)	NEW CURB BOX
525 E. 14 MILE RD.	UNKNOWN	N/A-OFF BRD AVE	N/A-OFF BRD AVE
591 BRD AVE	UNKNOWN	N/A-OFF BRD AVE	N/A-OFF BRD AVE
592 BRD AVE	UNKNOWN	N/A-OFF BRD AVE	N/A-OFF BRD AVE
616 BRD AVE	4.0' PVC	0	NO
623 BRD AVE	0	25 (6')	YES
1985 GRANT STREET	6.0' W.L. (1984)	0	NO

**WATER / SEWER SERVICE NOTE**  
ALL WATER AND SEWER SERVICE LATERAL INFORMATION IS SHOWN PER RECORD. TO REFLECT EXISTING PIPE SIZE AND MATERIAL, WITHIN THE PUBLIC RIGHT OF WAY, THE CONTRACTOR SHALL COORDINATE WITH CITY FOR ALL PRIVATE-SIDE WATER AND SEWER LATERAL INFORMATION, AS REQUIRED, AND SHALL RECONNECT NEW LATERALS WITHIN THE RIGHT-OF-WAY TO EXISTING LATERALS ON PRIVATE PROPERTY (INC.).

**UTILITY NOTE**  
THE LOCATIONS AND ELEVATIONS OF SOME OF THE EXISTING UNDERGROUND UTILITIES AS SHOWN ON THE SURVEY DRAWING WERE OBTAINED FROM MUNICIPAL AND UTILITY COMPANY RECORDS AND MAPS. THEREFORE, NO GUARANTEE IS EITHER EXPRESSED OR IMPLIED AS TO THE COMPLETENESS OR ACCURACY THEREOF. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING THE EXACT UTILITY LOCATIONS AND ELEVATIONS PRIOR TO THE START OF CONSTRUCTION.

**LEGEND**

- CLEAN-OUT
- MANHOLE
- EXISTING SAN/COMB SEWER
- EXISTING WATER MAIN
- EXISTING STORM SEWER
- EXISTING BURIED CABLES
- EXISTING GAS MAIN
- OVERHEAD LINES
- EX. PAVERS
- PR. 7" CONC. PAVL
- PR. 7" CONC. SIDEWALK
- PR. 6" CONC. SIDEWALK
- PR. 4" CONC. SIDEWALK
- PR. FULL-DEPTH ASPHL
- PR. PARTIAL-DEPTH HMA
- FOUND PROPERTY MARKER
- GROUND ELEVATION

NOWAK & FRAUS ENGINEERS  
46777 WOODWARD AVE.  
PONTIAC, MI 48342-5032  
TEL. (248) 332-7931  
FAX. (248) 332-8257  
WWW.NOWAKFRAUS.COM

SEAL

PROJECT  
Grant Street Paving Project  
Contract # 1 - 21 (P)

CLIENT  
City of Birmingham  
Engineering Department  
151 Martin Street  
Birmingham, MI 48012

PROJECT LOCATION  
Part of the Southeast 1/4 of  
Section 36, Town 2 North,  
Range 10 East, City of  
Birmingham, Oakland  
County, Michigan

SHEET  
Paving & Utility Plan  
Sta. P.O.B. to 4+50



DATE ISSUED/REVISED  
04-08-20 ISSUED SURVEY  
01-08-21 UPDATED SURVEY  
02-27-21 CITY REVIEW  
03-15-21 BIDS

DRAWN BY:  
G. Viju  
DESIGNED BY:  
P. Tulikangas  
APPROVED BY:  
B. Buchholz  
DATE:  
March 3, 2020

SCALE: 1" = 20' / 1" = 2'  
NFE JOB NO. SHEET NO.  
L485 C1





CIVIL ENGINEERS  
LAND SURVEYORS  
LAND PLANNERS

NOWAK & FRAUS ENGINEERS  
46777 WOODWARD AVE.  
PONTIAC, MI 48342-5032  
TEL (248) 332-7931  
FAX (248) 332-8257  
WWW.NOWAKFRAUS.COM

SEAL

PROJECT

Grant Street Paving Project  
Contract # 1 - 21 (P)

CLIENT



Engineering Department  
151 Martin Street  
Birmingham, MI 48012

PROJECT LOCATION

Part of the Southeast 1/4 of  
Section 36, Town 2 North,  
Range 10 East, City of  
Birmingham, Oakland  
County, Michigan

SHEET

Paving & Utility Plan  
Sta. 20+00 to 23+50



Know what's below  
Call before you dig.

DATE ISSUED/REVISED

04-08-20 ISSUED SURVEY

01-08-21 UPDATED SURVEY

02-27-21 CITY REVIEW

03-15-21 BID5

DRAWN BY:

G. Viju

DESIGNED BY:

P. Tulikangas

APPROVED BY:

B. Buchholz

DATE:

March 3, 2020

SCALE: 1" = 20' / 1" = 2'

NFE JOB NO. SHEET NO.

L485

C2

## SEWER STRUCTURE SCHEDULE

- 36 REMOVE & REPLACE**  
20+88.43' 13.88' L  
MH 36  
RIM 753.11  
W/ 5" DIA. COMB. MANHOLE  
PR. STA 20+88.43' 13.88 L  
PR. RIM 753.37  
12" N INV. 747.31 (REMOVE)  
12" SW INV. 748.92 (REMOVE)  
12" NE INV. 748.55 (ASSUMED) (REMOVE)  
15" E INV. 745.51 (RECONNECT)  
27" S INV. 744.41 (RECONNECT)  
PR. 24" N INV. 744.71  
PR. 12" SE INV. 748.45  
PR. 12" NE INV. 748.35
- 36C REMOVE & REPLACE**  
20+104.86' 19.85' R  
CB 36C  
RIM 752.97  
W/ 4" DIA. CATCH BASIN W/ 2" SUMP  
PR. STA 21+15.91' 15.21' R  
PR. RIM 753.15  
10" SW INV. 748.92  
(BULKHEAD) (REMOVE)  
PR. 12" SW INV. 748.75 (TRAP)  
PR. 12" W INV. 748.75
- 36D REMOVE & REPLACE**  
20+63.58' 14.98' L  
CB 36A  
RIM 753.12  
W/ 2" DIA. INLET  
PR. STA 20+57.41' 15.21 L  
PR. RIM 953.18  
12" E INV. 748.62 (REMOVE)  
12" N INV. 748.71 (REMOVE)  
(TRAP)  
PR. 12" E INV. 748.18
- 36E REMOVE & REPLACE**  
20+62.70' 18.33' R  
CB 36D  
RIM 752.88  
W/ 4" DIA. CATCH BASIN W/ 2" SUMP  
PR. STA 20+57.41' 15.21' R  
PR. RIM 953.08  
12" W INV. 749.48 (PVC) (REMOVE)  
PR. 12" NW INV. 748.88 (TRAP)  
PR. 12" W INV. 748.88

## WATER MAIN SCHEDULE

- 5 MAINTAIN**  
20+80.93' 29.47' R  
SB 5  
RIM 753.37
- MAINTAIN**  
20+69.82' 74.00' R  
HYD 25  
FG 754.21
- 6A INSTALL**  
20+50.00' 6.5' R  
8" GATE VALVE IN BOX  
RIM 753.39  
T/P 747.25

WATER SERVICE SCHEDULE - LENGTH OF WATER SERVICE NEEDED				
ADDRESS OR DESCRIPTION	EXISTING SERVICE	LENGTH NEEDED (FT)	NEW CURB BOX	
808 HUMPHREY AVE.	3/4" COPPER SVC	N/A-OFF HUMPHREY AVE	N/A-OFF HUMPHREY AVE	
611 HUMPHREY AVE.	3/4" COPPER SVC	N/A-OFF HUMPHREY AVE	N/A-OFF HUMPHREY AVE	
624 RUFFNER AVE.	1.0" COPPER SVC	N/A-OFF RUFFNER AVE	N/A-OFF RUFFNER AVE	
PARK WITH FIN.	FIELD VERIFY	T.B.D.	NO	

SEWER SERVICE SCHEDULE - LENGTH OF 6" PVC PIPE NEEDED				
ADDRESS OR DESCRIPTION	EXISTING SERVICE	LENGTH NEEDED (FT)	CONNECTION @ MAN	
808 HUMPHREY AVE.	4" PVC	N/A-OFF HUMPHREY AVE	N/A-OFF HUMPHREY AVE	
611 HUMPHREY AVE.	4" PVC	N/A-OFF HUMPHREY AVE	N/A-OFF HUMPHREY AVE	
624 RUFFNER AVE.	4" PVC	N/A-OFF RUFFNER AVE	N/A-OFF RUFFNER AVE	

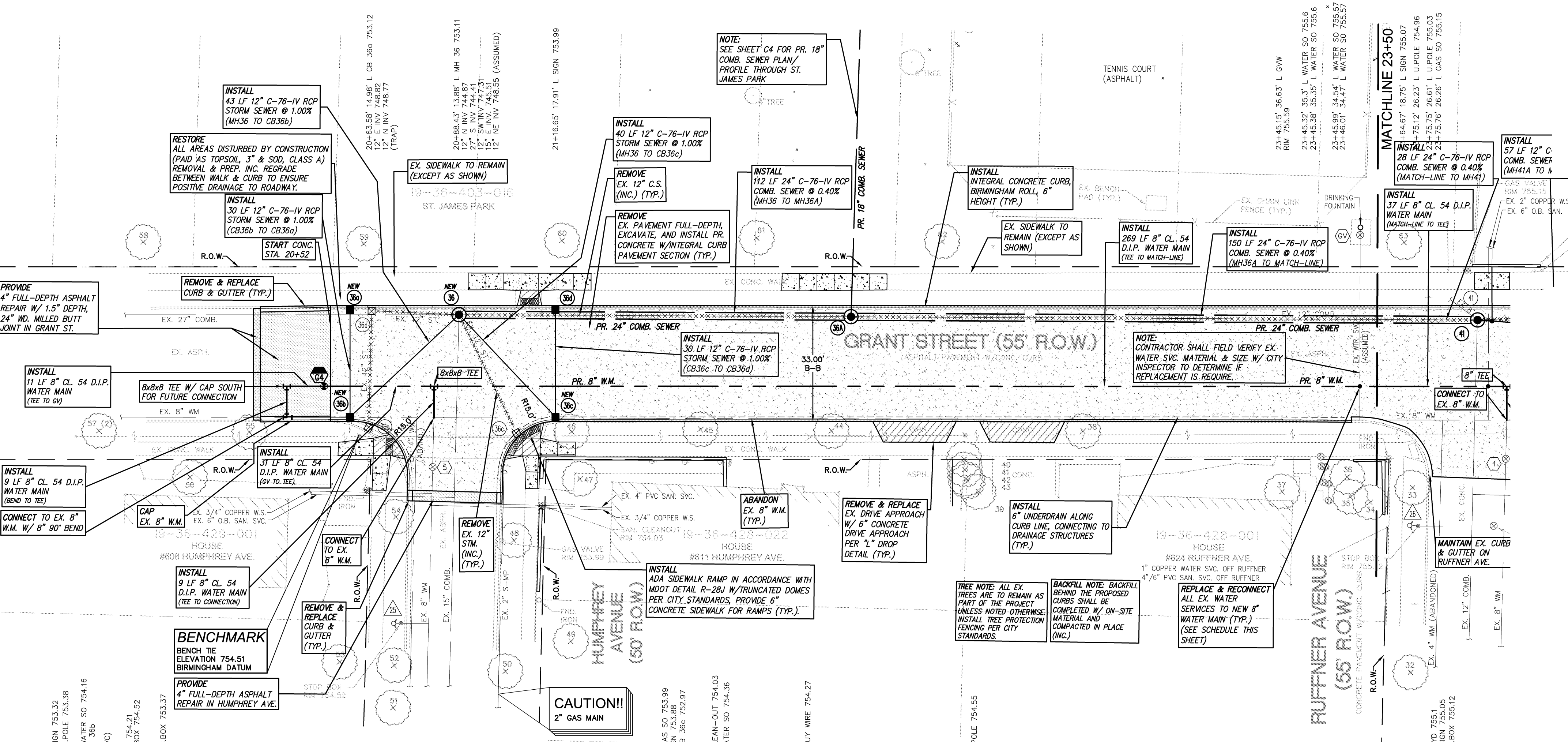
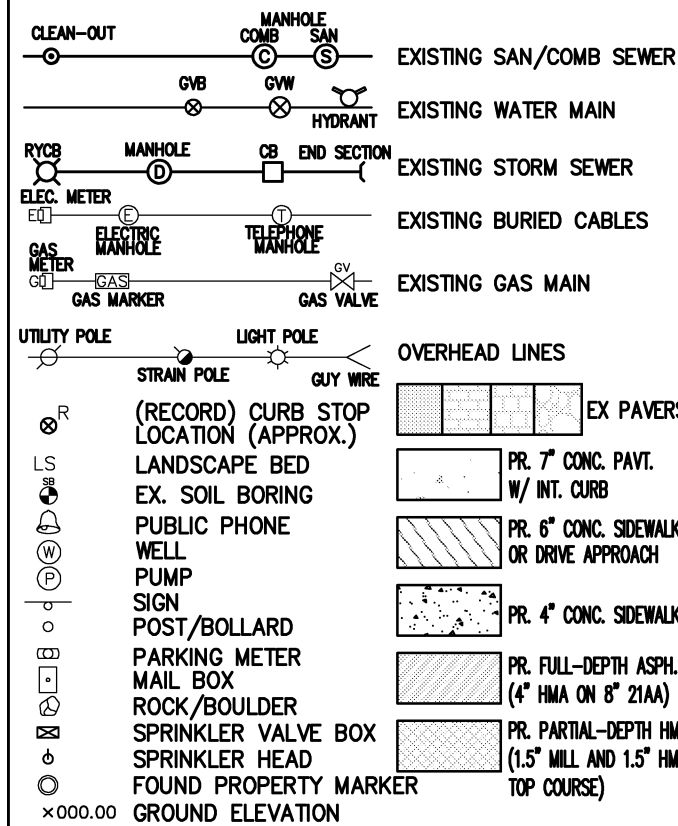
### WATER / SEWER SERVICE NOTE

ALL WATER AND SEWER SERVICE LATERAL INFORMATION IS SHOWN PER RECORD, TO REFLECT EXISTING PIPE SIZE AND MATERIAL. WITHIN THE PUBLIC RIGHT OF WAY, THE CONTRACTOR SHALL COORDINATE WITH CITY FOR ALL PRIVATE-SIDE WATER AND SEWER LATERAL INFORMATION, AS REQUIRED, AND SHALL RE-CONNECT NEW LATERALS WITHIN THE RIGHT-OF-WAY TO EXISTING LATERALS ON PRIVATE PROPERTY (INC.).

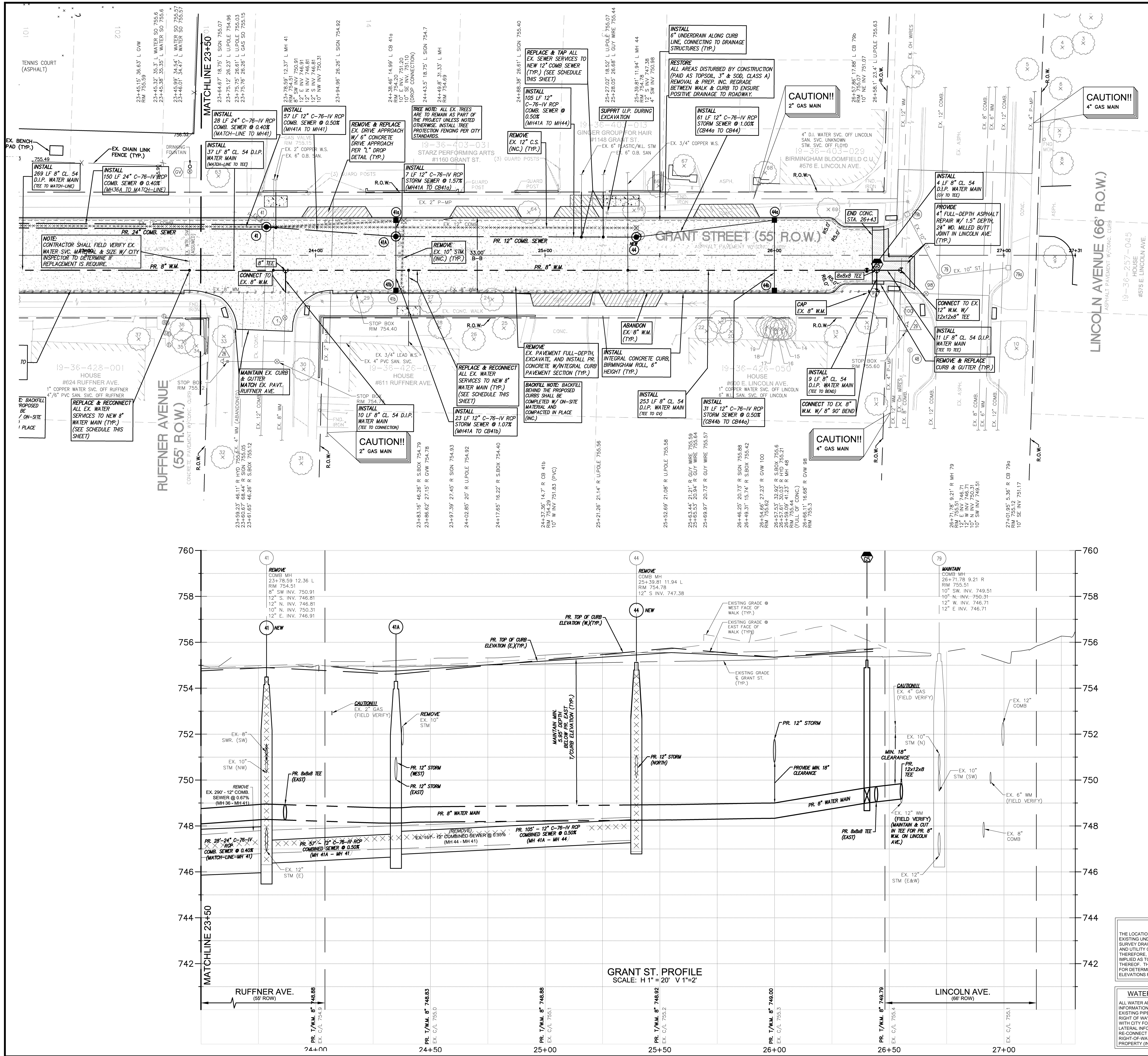
### UTILITY NOTE

THE LOCATIONS AND ELEVATIONS OF SOME OF THE EXISTING UNDERGROUND UTILITIES AS SHOWN ON THE SURVEY DRAWING WERE OBTAINED FROM MUNICIPAL AND UTILITY COMPANY RECORDS AND MAPS. THEREFORE, NO GUARANTEE IS EITHER EXPRESSED OR IMPLIED AS TO THE COMPLETENESS OR ACCURACY THEREOF. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING THE EXACT UTILITY LOCATIONS AND ELEVATIONS PRIOR TO THE START OF CONSTRUCTION.

### LEGEND







### SEWER STRUCTURE SCHEDULE

- 41 REMOVE & REPLACE  
23+78.15' 12.37' L  
COMB. MH 41  
RIM 754.51  
W/ 5' DIA. COMB. MANHOLE  
PR. STA 23+78.66' 12.37' L  
PR. RIM 755.12  
8" SW. INV. 750.91 (RECONNECT)  
12" S. INV. 746.81 (REMOVE)  
10" NW. INV. 750.31 (REMOVE)  
12" E. INV. 746.51 (RECONNECT)  
PR. 12" N. INV. 746.37  
PR. 12" S. INV. 745.97
- 41A REMOVE & REPLACE  
24+34.95' 8.21' L  
PR. 4' DIA. COMB. MANHOLE  
RIM 754.30  
PR. 12" N. INV. 746.75  
PR. 12" S. INV. 746.65  
PR. 12" E. INV. 750.00  
PR. 12" W. INV. 750.00
- 41b REMOVE & REPLACE  
24+38.46' 14.99' L  
COMB. MH 41  
RIM 754.20  
W/ 4' DIA. CATCH BASIN W/ 2' SUMP  
PR. STA 24+35.00' 15.21' L  
PR. RIM 754.11  
10" E. INV. 751.20 (REMOVE)  
10" SE. INV. 751.20 (REMOVE)  
(DROP CONNECTION)  
PR. 12" E. INV. 750.11 (TRAP)
- 41b REMOVE & REPLACE  
24+37.35' 14.70' R  
COMB. MH 41  
RIM 754.29  
W/ 4' DIA. CATCH BASIN W/ 2' SUMP  
PR. STA 24+35.00' 15.21' R  
PR. RIM 754.25  
10" W. INV. 751.83 (PVC) (REMOVE)  
PR. 12" INV. W. 750.25 (TRAP)
- 44 REMOVE & REPLACE  
25+39.81' 11.94' L  
COMB. MH 44  
RIM 754.78  
W/ 5' DIA. COMB. MANHOLE  
PR. STA 25+39.80' 7.94' L  
PR. RIM 755.12  
12" S. INV. 747.38 (REMOVE)  
12" SW. INV. 750.98  
(FIELD INVESTIGATE-RECONNECT IF REQ.)  
PR. 12" NW. INV. 747.08  
PR. 12" S. INV. 747.28
- 44a INSTALL  
26+00.00' 15.08' L  
PR. 4' DIA. CATCH BASIN W/ 2' SUMP  
RIM 754.85  
PR. 12" E. INV. 750.69 (TRAP)
- 44b INSTALL  
26+00.00' 15.08' R  
PR. 2' DIA. INLET  
RIM 754.85  
PR. 12" W. INV. 750.85
- 48 MAINTAIN  
26+59.09' 41.23' R  
COMB. MH 48  
RIM 755.44  
(FULL OF CONCRETE)
- 79 MAINTAIN  
26+71.18' 9.21' R  
COMB. MH 79  
RIM 755.51  
10" SW. INV. 749.51  
10" N. INV. 750.31  
12" W. INV. 746.71  
12" E. INV. 746.71
- 79a MAINTAIN  
27+01.95' 5.36' R  
TAP  
RIM 755.12  
10" SE. INV. 751.17
- 79b MAINTAIN  
26+57.86' 17.88' L  
CB 79b  
RIM 755.07  
10" NE INV. 751.07

### WATER MAIN SCHEDULE

- 29 MAINTAIN  
20+69.82' 74.00' R  
HYD 25  
FG 754.21
- 99 MAINTAIN  
26+68.31' 15.74' R  
SB 99  
RIM 755.42
- 100 MAINTAIN  
26+54.66' 27.23' R  
GW 100  
RIM 755.62
- 128 MAINTAIN  
23+59.23' 46.11' R  
HYD 26  
FG 755.10
- ADJUST  
23+86.62' 27.16' R  
GW 1  
RIM 754.79  
PR. RIM 754.64
- 29 MAINTAIN  
26+57.81' 30.03' R  
HYD 29  
FG 754.21
- 98 MAINTAIN  
26+68.31' 16.68' R  
GW 98  
RIM 755.30  
8" T/PIPE  
N-S 750.50
- 28 MAINTAIN  
23+59.23' 46.11' R  
HYD 26  
FG 755.10
- 165 INSTALL  
26+41.31' 6.5' R  
8" GATE VALVE IN BOX  
RIM 755.20  
T/P 749.70

SEWER SERVICE SCHEDULE - LENGTH OF 6" PVC PIPE NEEDED			
ADDRESS OR DESCRIPTION	EXISTING SERVICE	LENGTH NEEDED (FT)	DATE/CONNECTION @ MAN
576 E. LINCOLN AVE.	UNKNOWN	FIELD DETERMINE	FIELD DETERMINE
600 E. LINCOLN AVE.	6" W.L.	N/A-OFF LINCOLN AVE	N/A-OFF LINCOLN AVE
611 RUFFNER AVE.	4" P.V.C.	N/A-OFF RUFFNER AVE	N/A-OFF RUFFNER AVE
1148 GRANT STREET	6.0" O.B. (SAN)	20.0'	TAP
1148 GRANT STREET	6.0" W.L. (STM)	20.0'	TAP
1160 GRANT STREET	6.0" W.L.	18.0'	DP

WATER SERVICE SCHEDULE - LENGTH OF WATER SERVICE NEEDED			
ADDRESS OR DESCRIPTION	EXISTING SERVICE	LENGTH NEEDED (FT)	NEW CURB BOX?
576 E. LINCOLN AVE.	4" D.I. SVC	N/A-OFF LINCOLN AVE	N/A-OFF LINCOLN AVE
600 E. LINCOLN AVE.	1.0" COPPER SVC	N/A-OFF LINCOLN AVE	N/A-OFF LINCOLN AVE
611 RUFFNER AVE.	3/4" LEAD SVC	N/A-OFF RUFFNER AVE	N/A-OFF RUFFNER AVE
1148 GRANT STREET	3/4" COPPER SVC	34.0' (1.0')	YES
1160 GRANT STREET	2" COPPER SVC	0	NO

**HEAD SERVICE REPLACEMENT NOTES:**  
ADDRESSES INDICATED REQUIRE FULL WATER SERVICE REPLACEMENT (BETWEEN WATER MAIN AND HOUSE METER). REPLACEMENT OF THE PORTION OF WATER SERVICE LINE LOCATED ON PRIVATE PROPERTY (BETWEEN R.O.W. AND METER) AND CONNECTION TO THE METER SHALL BE PAID USING THE FOLLOWING PAY ITEMS FOR EACH ADDRESS: NEW WATER SERVICE, 1" PEX, PRIVATE PROPERTY (BORED), AND NEW WATER SERVICE, 1.0" CONNECTION AT METER, RESPECTIVELY. BELOW IS A SUMMARY OF THE PRIVATE PROPERTY WATER SERVICE REPLACEMENT QUANTITIES (THIS SHEET):  
• 611 RUFFNER: APPROX. 12 LF. NEW WATER SERVICE, 1" PEX, PRIVATE PROPERTY (BORED).

#### LEGEND

- CLEAN-OUT
- MANHOLE
- EXISTING SAN/COMB SEWER
- EXISTING WATER MAIN
- EXISTING STORM SEWER
- EXISTING BURIED CABLES
- EXISTING GAS MAIN
- OVERHEAD LINES
- EX. PAVERS
- PR. 7" CONC. PAV.
- PR. 7" CONC. DRIVE
- PR. 6" CONC. SIDEWALK
- PR. 4" CONC. SIDEWALK
- PR. FULL-DEPTH ASPHL
- PR. PARTIAL-DEPTH ASPHL
- PR. 1.5' MLL AND 1.5' HMA TOP COURSE
- UTILITY POLE
- STRAN POLE
- QUY WIRE
- RECORD CURB STOP LOCATION (APPROX.)
- LANDSCAPE BED
- EX. SOIL BORING
- PUBLIC PHONE
- WELL
- PUMP SIGN
- POST/BOLLARD
- PARKING METER
- MAIL BOX
- ROCK/BOULDER
- SPRINKLER VALVE BOX
- SPRINKLER HEAD
- FOUND PROPERTY MARKER
- GROUND ELEVATION

#### UTILITY NOTE

THE LOCATIONS AND ELEVATIONS OF SOME OF THE EXISTING UNDERGROUND UTILITIES AS SHOWN ON THE SURVEY DRAWING WERE OBTAINED FROM MUNICIPAL AND UTILITY COMPANY RECORDS AND MAPS. THEREFORE, NO GUARANTEE IS EITHER EXPRESSED OR IMPLIED AS TO THE COMPLETENESS OR ACCURACY THEREOF. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING THE EXACT UTILITY LOCATIONS AND ELEVATIONS PRIOR TO THE START OF CONSTRUCTION.

#### WATER / SEWER SERVICE NOTE

ALL WATER AND SEWER SERVICE LATERAL INFORMATION IS SHOWN PER RECORD, TO REFLECT EXISTING PIPE SIZE AND MATERIAL. WITHIN THE PUBLIC RIGHT OF WAY, THE CONTRACTOR SHALL COORDINATE WITH CITY FOR ALL PRIVATE-SIDE WATER AND SEWER LATERAL INFORMATION AS REQUIRED, AND SHALL RE-CONNECT NEW LATERALS WITHIN THE RIGHT-OF-WAY TO EXISTING LATERALS ON PRIVATE PROPERTY (INC.).

# NF ENGINEERS

CIVIL ENGINEERS  
LAND SURVEYORS  
LAND PLANNERS

NOWAK & FRAUS ENGINEERS  
46777 WOODWARD AVE.  
PONTIAC, MI 48342-5032  
TEL. (248) 332-7931  
FAX. (248) 332-8257  
WWW.NOWAKFRAUS.COM

SEAL

PROJECT  
Grant Street Paving Project  
Contract # 1 - 21 (P)

CLIENT  
City of Birmingham  
Engineering Department  
151 Martin Street  
Birmingham, MI 48012

PROJECT LOCATION  
Part of the Southeast 1/4 of  
Section 36, Town 2 North,  
Range 10 East, City of  
Birmingham, Oakland  
County, Michigan

SHEET  
Paving & Utility Plan  
Sta. 23+50 to P.O.E.

DATE ISSUED/REVISED  
04-08-20 ISSUED SURVEY  
01-08-21 UPDATED SURVEY  
02-27-21 CITY REVIEW  
03-15-21 BID5

DRAWN BY:  
C. Ellison  
DESIGNED BY:  
P. Tulikangas  
APPROVED BY:  
B. Buchholz  
DATE:  
March 3, 2020  
SCALE: 1" = 20' / 1" = 2'  
20 10 0 10 20 30  
NFE JOB NO. SHEET NO.  
L485 C3





CIVIL ENGINEERS  
LAND SURVEYORS  
LAND PLANNERS

NOWAK & FRAUS ENGINEERS  
46777 WOODWARD AVE.  
PONTIAC, MI 48342-5032  
TEL. (248) 332-7931  
FAX. (248) 332-8257  
WWW.NOWAKFRAUS.COM

SEAL

PROJECT  
Grant Street Paving Project  
Contract # 1 - 21 (P)

CLIENT  
  
Engineering Department  
151 Martin Street  
Birmingham, MI 48012

PROJECT LOCATION  
Part of the Southeast  $\frac{1}{4}$  of  
Section 36, Town 2 North,  
Range 10 East, City of  
Birmingham, Oakland  
County, Michigan

SHEET  
St. James Park- Combined  
Sewer Plan & Profile

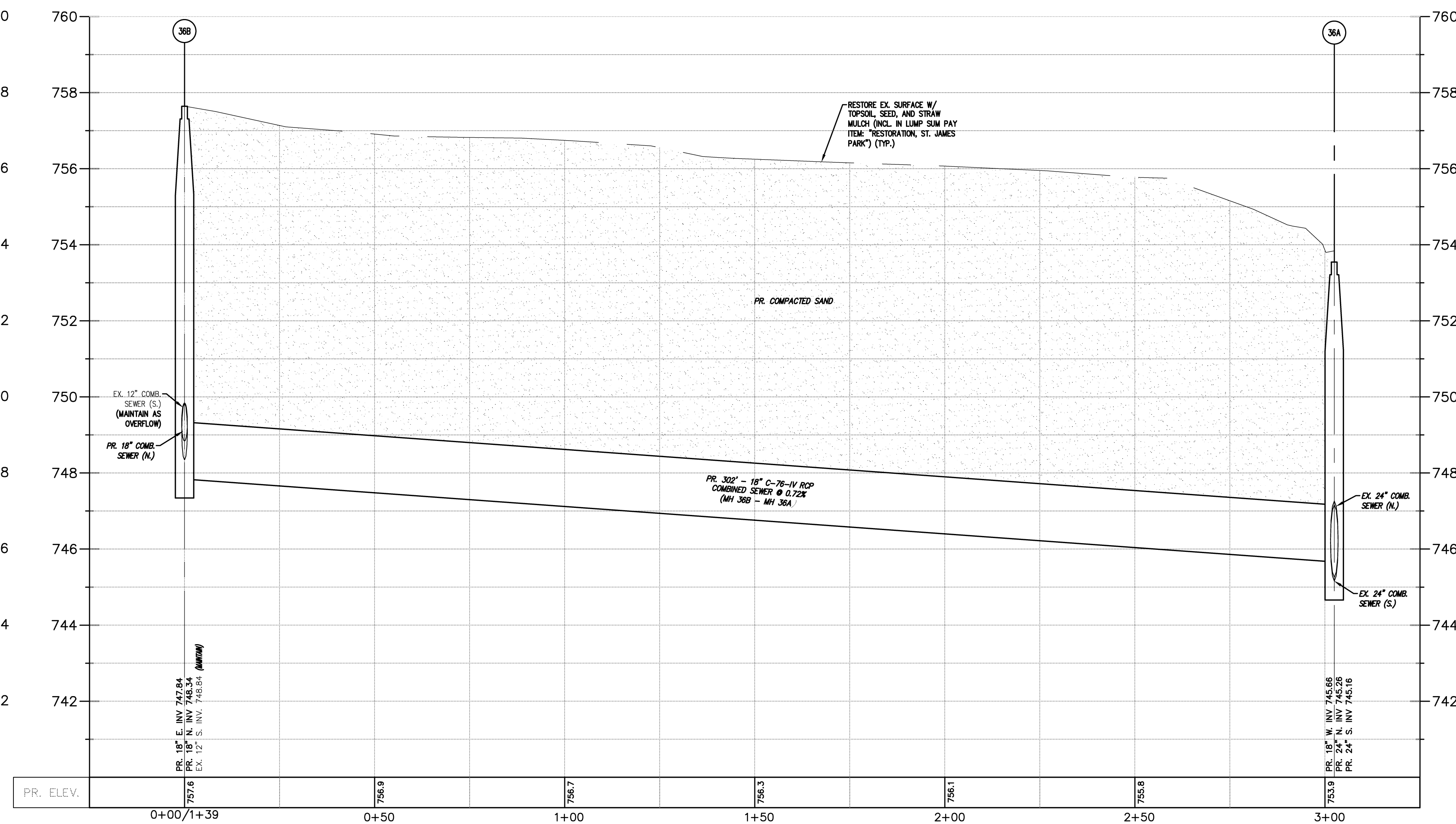
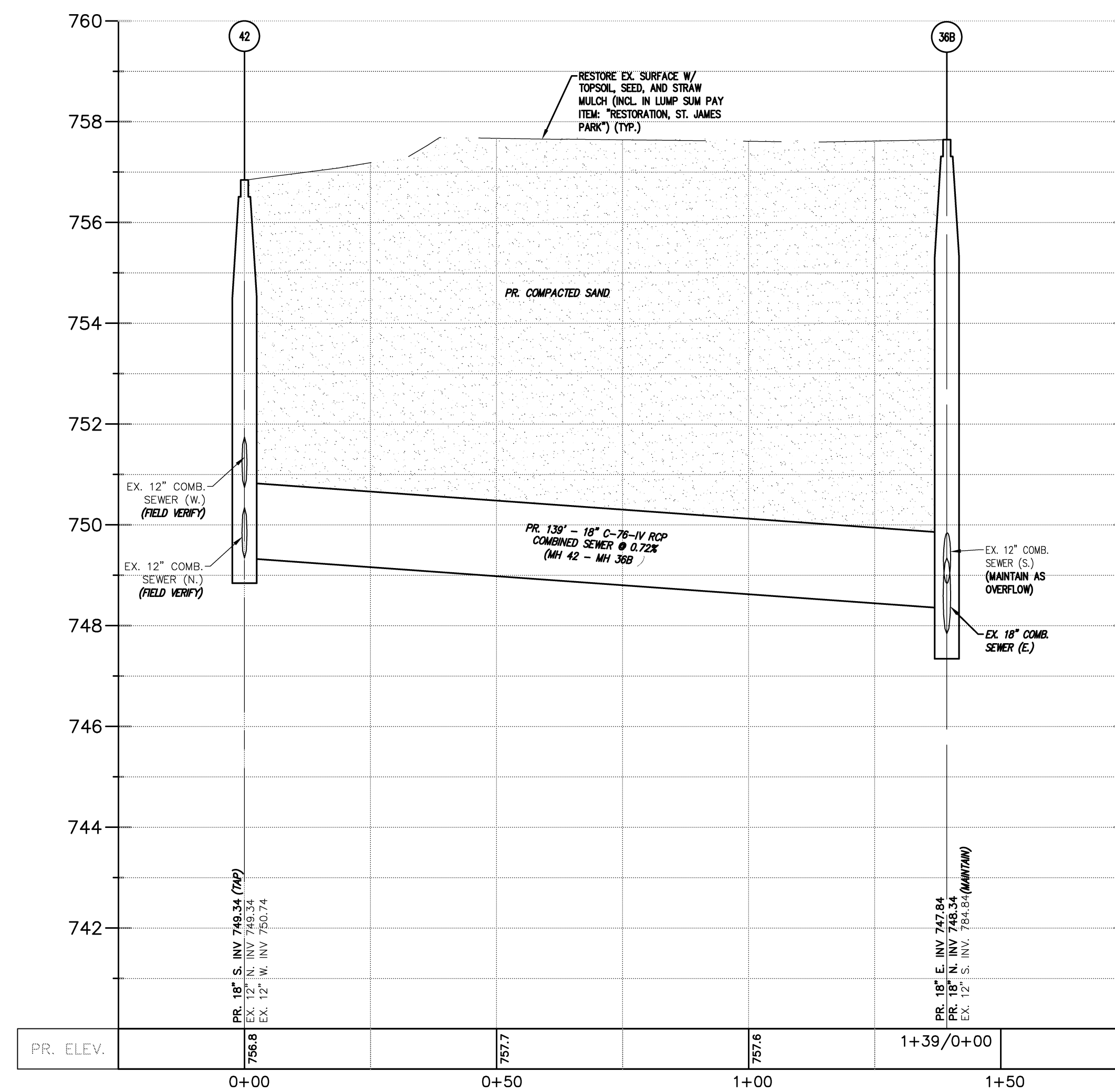
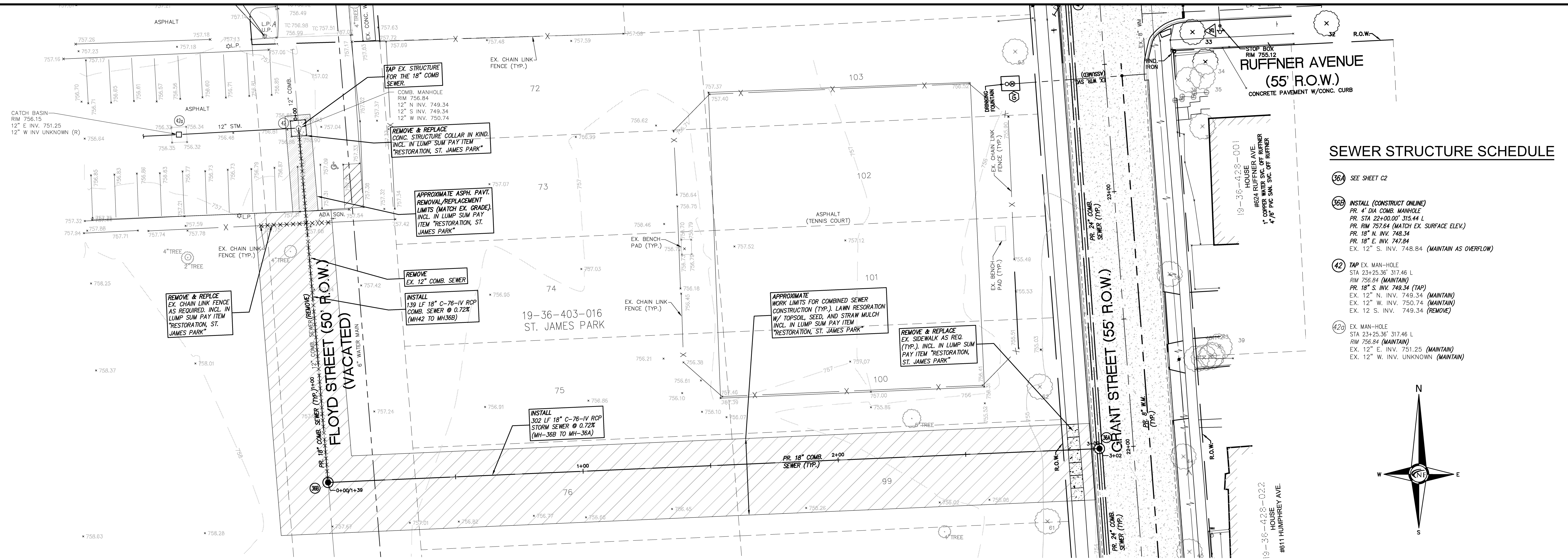


Know what's below  
Call before you dig.

DATE ISSUED/REVISED  
04-08-20 ISSUED SURVEY  
01-08-21 UPDATED SURVEY  
02-27-21 CITY REVIEW  
03-15-21 BIDS

DRAWN BY:  
G. Viju  
DESIGNED BY:  
P. Tulikangas  
APPROVED BY:  
B. Buchholz  
DATE:  
March 3, 2020

SCALE: 1" = 20' / 1" = 2'  
NFE JOB NO. SHEET NO.  
L485 C4





SEAL

PROJECT  
Grant Street Paving Project  
Contract # 1 - 21 (P)

CLIENT  
  
Engineering Department  
151 Martin Street  
Birmingham, MI 48012

PROJECT LOCATION  
Part of the Southeast  $\frac{1}{4}$  of  
Section 36, Town 2 North,  
Range 10 East, City of  
Birmingham, Oakland  
County, Michigan

SHEET  
Storm Sewer Profiles



DATE ISSUED/REVISED  
04-08-20 ISSUED SURVEY  
01-08-21 UPDATED SURVEY  
02-27-21 CITY REVIEW  
03-15-21 BIDS

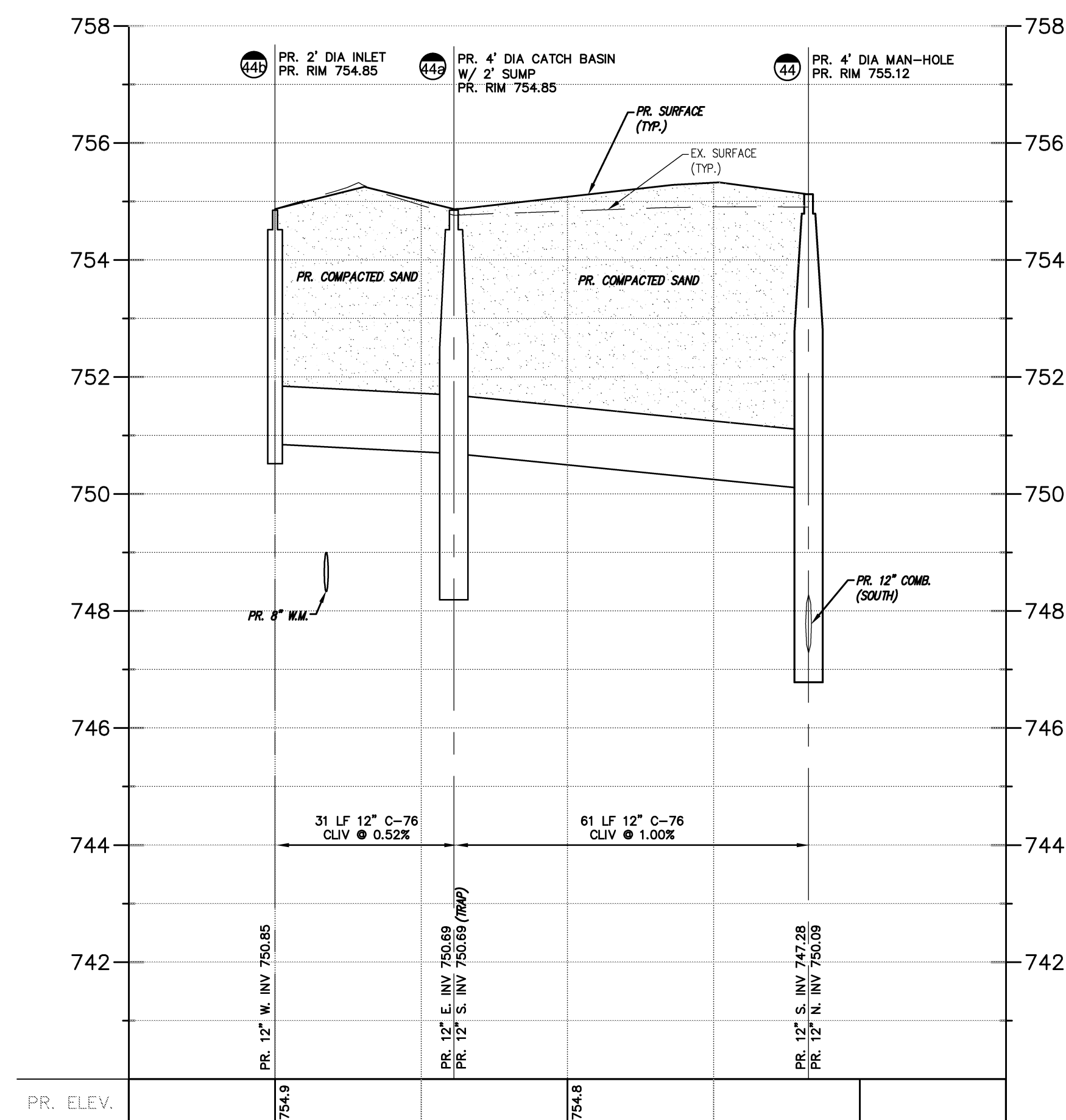
DRAWN BY:  
G. Viju

DESIGNED BY:  
P. Tulikangas

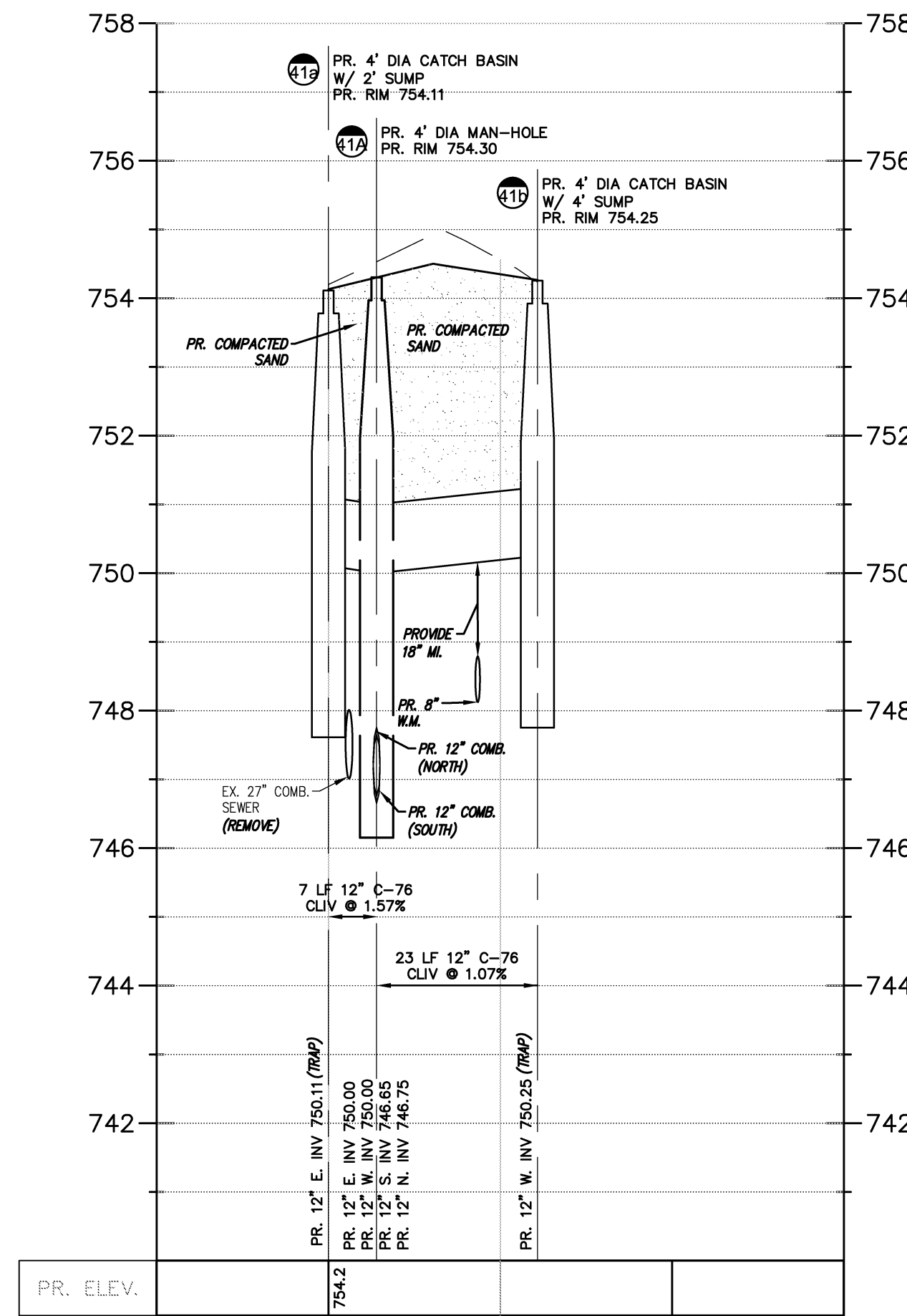
APPROVED BY:  
B. Buchholz

DATE:  
March 3, 2020

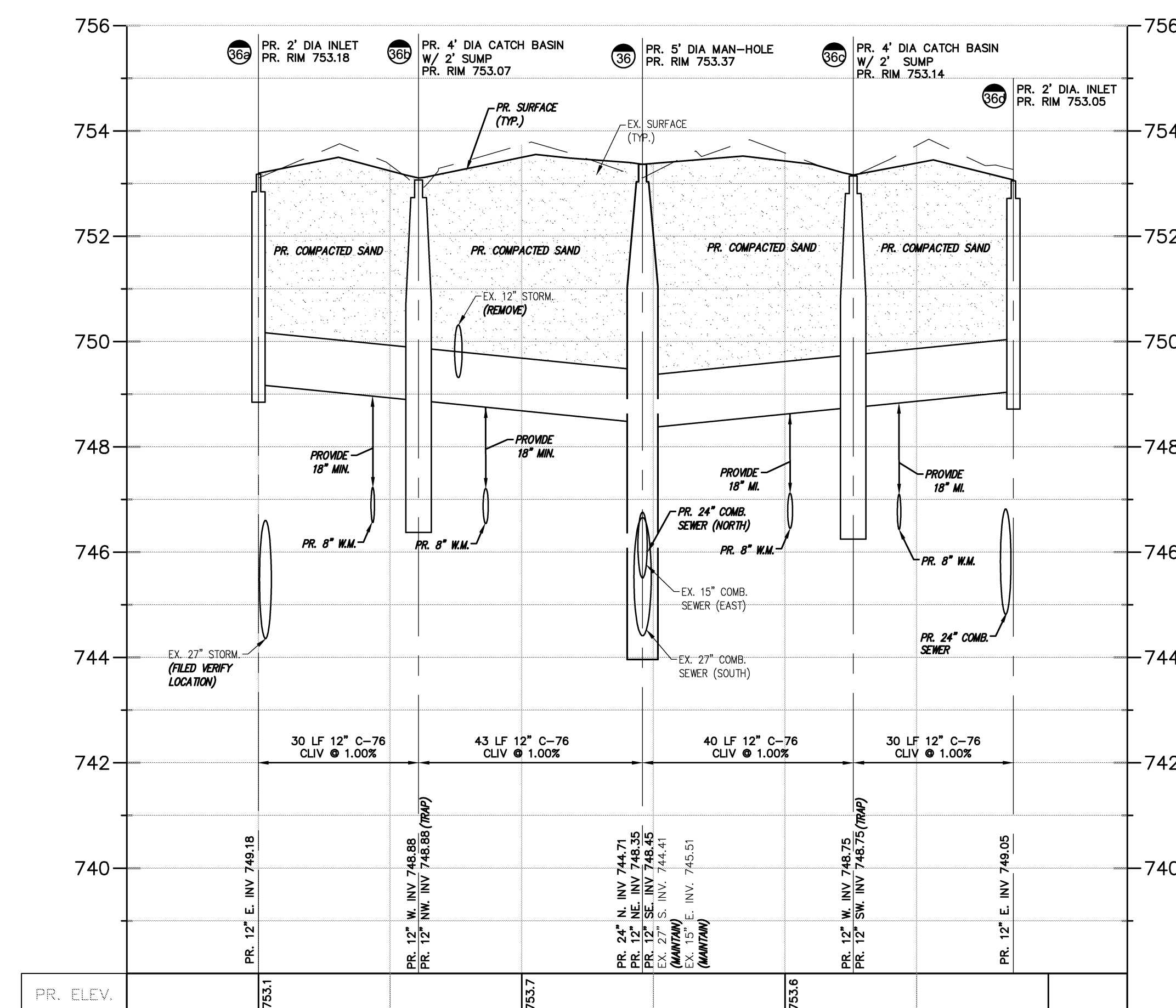
SCALE: 1" = 20' / 1" = 2'  
20 10 0 10 20 30  
NFE JOB NO. SHEET NO.  
**L485 C5**



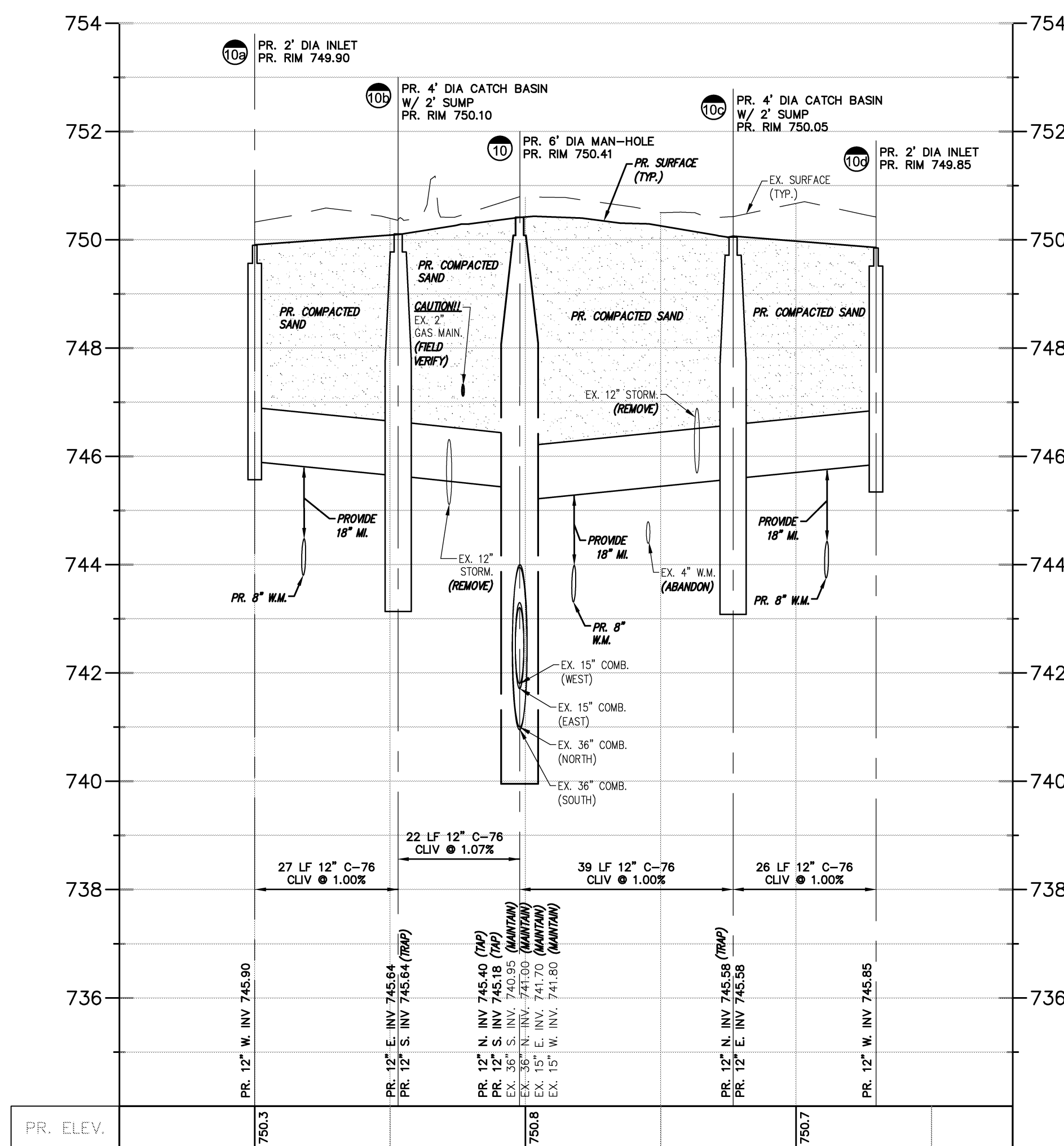
**STORM SEWER (CB 44b - MH 44)**  
SCALE: 1"=20' (H), 1"=2' (V)



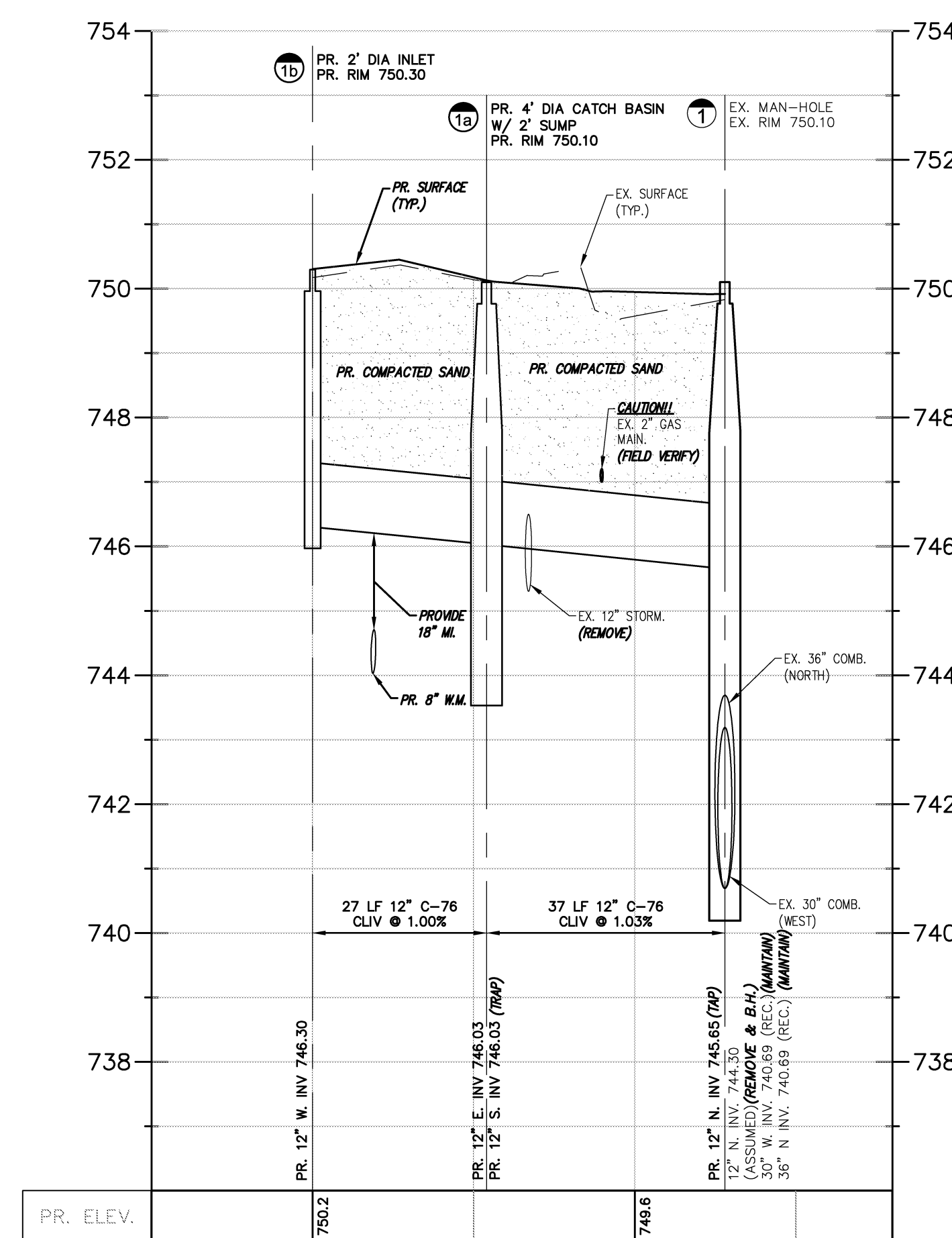
**STORM SEWER (CB 41a-MH 41A-CB41b)**  
SCALE: 1"=20' (H), 1"=2' (V)



**STORM SEWER (CB 36a - MH 36 - 36d)**  
SCALE: 1"=20' (H), 1"=2' (V)



**STORM SEWER (CB 10a - MH 10 - CB 10)**  
SCALE: 1"=20' (H), 1"=2' (V)



**STORM SEWER (CB 1b - MH 1)**  
SCALE: 1"=20' (H), 1"=2' (V)

DRIVEWAY SCHEDULE					
ADDRESS	WIDTH @ WALK	WIDTH @ CURB	LENGTH OF APRON	AREA (SQ)	CURB DROP
592	10.2	16.2	10.5	15.4	1.5"
616	9.4	15.4	10.4	14.4	1.5"
1985	16.0	22.0	10.3	21.8	1.5"

#### Ex. Tree Information

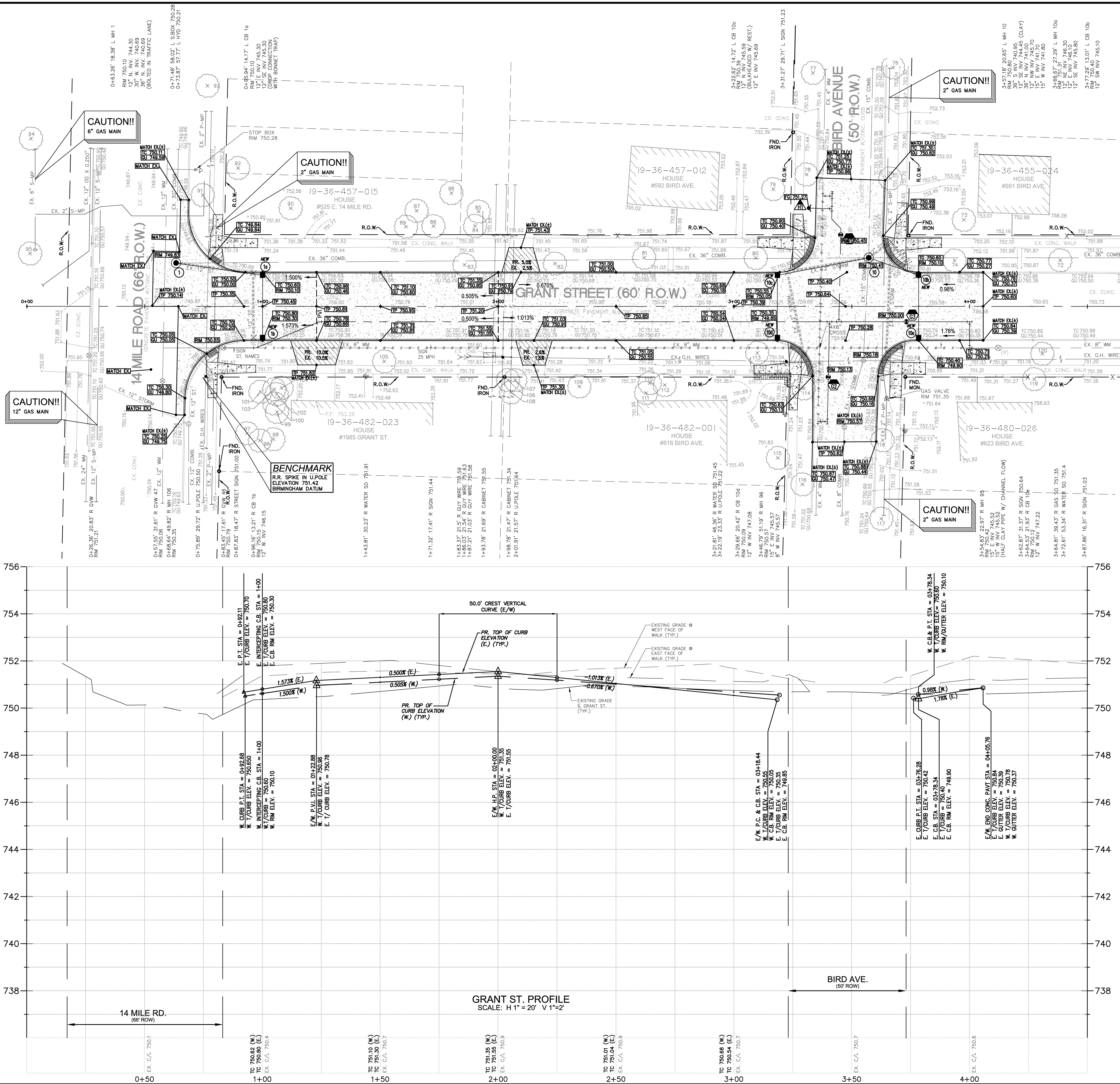
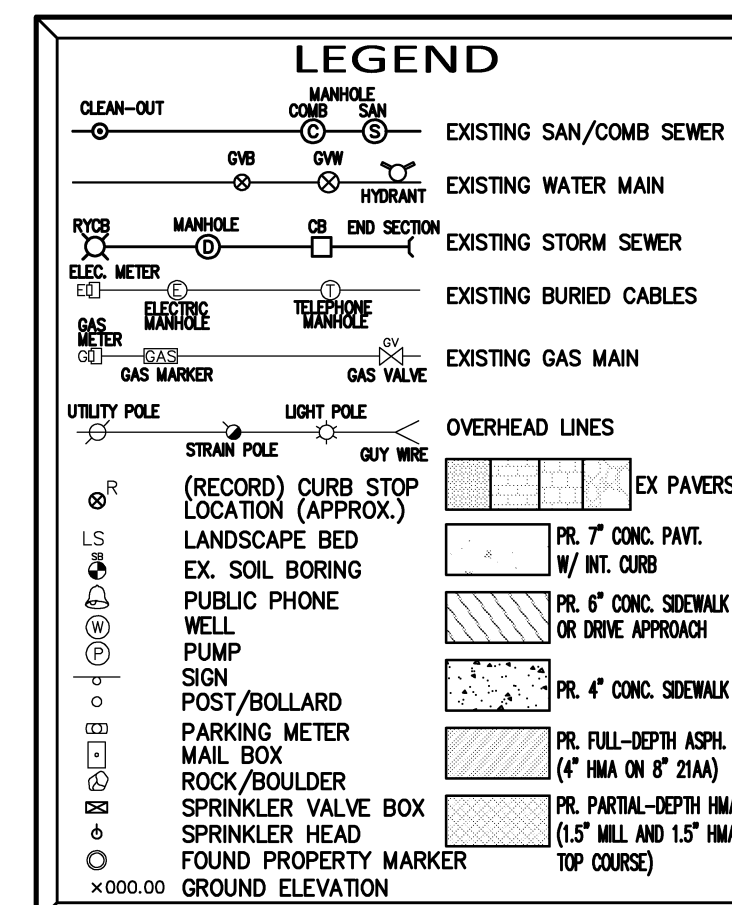
Tree #	Botanical Name	Common Name	Dia.	Type	Other Dia.	Condition	Comments	Drop-Line In Feet
72	Carya laevis	SheBark Hickory	4			Fair	Pruning	9
73	Cornus florida	Flowering Dogwood	2			Good		3
74	Liquidambar styraciflua	American Sweetgum	4			Good		5
75	Gleditsia triacanthos	Thornless Honey-Locust	13			Good		25
76	Gleditsia triacanthos	Thornless Honey-Locust	20			Good		25
77	Gleditsia triacanthos	Thornless Honey-Locust	18			Good		27
78	Gleditsia triacanthos	Thornless Honey-Locust	11			Fair	Best Lead, Competition	22
79	Acer saccharinum	Silver Maple	24	Multiple Stemmed	23, 16	Fair	Competing Leads, Minor Lean	45
80	Fragaria grandifolia	American Beach	3		2, 2	Fair	Canker, Pruning	5
81	Acer saccharinum	Silver Maple	17			Fair	Competing Leads, Poor Seaming	20
82	Acer saccharinum	Silver Maple	16			Fair	Rotting Out Base, Large Canker, Pruning	21
83	Acer saccharinum	Sugar Maple	17			Poor	Competition	13
84	Thuja occidentalis	Eastern White Cedar	8	Multiple Stemmed	7, 5	Fair	Competition, Competing Leads, Minor Lean	9
85	Thuja occidentalis	Eastern White Cedar	10			Fair	Competition, Minor Lean	8
86	Acer saccharinum	Silver Maple	34			Poor	Heavy Lean, Missing Branches, Canker At Base	55
87	Pinus strobus	Eastern White Pine	11			Fair	Competition	15
88	Pinus strobus	Eastern White Pine	7			Fair	Competition, Best Lead	14
89	Pinus strobus	Eastern White Pine	9			Fair	Competition	15
90	Aureolaria spp.	Serviceberry	3, 3	Multiple Stemmed	1, 1, 1, 1	Fair	Competition Leads	11
91	Acer platanoides	Norway Maple	15			Poor	Missing Lead, In ROW, Near Road, Pruning	20
92	Carya ovata	Shagbark Hickory	13	Twin	12	Poor	Damaged By Traffic	20
93	Acer platanoides	Norway Maple	17			Poor	Missing Lead, In ROW	20
94	Platanus x acerifolia	London Plane	21			Fair	Rotted Out At Base, Large Canker, Missing	27
95	Platanus x acerifolia	London Plane	26			Fair	Lead, In ROW, Near Road	28
96	Ostrya virginiana	American Hopbush	8			Poor	Canopy De-Back, Minor Lean, Pruning	27
97	Quercus laevis	Swamp White Oak	18			Poor	Dead Lead, Competition, Climbing Vines, Major Canopy De-Back	10
98	Quercus laevis	Swamp White Oak	18			Poor	Heavy Pruning, Competition, Canopy De-Back	27
99	Ulmus americana	American Elm	19			Fair	Competition, Best Lead, Death Of One Trunk	14
100	Acer saccharinum	Silver Maple	8			Fair	Competition, Best Lead, Canopy De-Back	10
101	Ulmus americana	American Elm	15			Poor	Nearly Dead, Major Canopy De-Back, In ROW, Dead & Rotting Leads	22
102	Ulmus americana	American Elm	10			Poor	Winding Lead, Competition, Minor Lean	14
103	Quercus alba	White Oak	22			Fair	Competition, Minor Lean	15
104	Quercus alba	White Oak	29			Good	Customized Crown, Near ROW	35
105	Thuja occidentalis	Eastern White Cedar	3	Multiple Stemmed	2, 2, 1	Fair	Competition	3
106	Thuja occidentalis	Eastern White Cedar	4	Multiple Stemmed	3, 2, 1	Fair	Competition	3
107	Thuja occidentalis	Eastern White Cedar	4	Multiple Stemmed	2, 1	Fair	Competition	3
108	Thuja occidentalis	Eastern White Cedar	4	Multiple Stemmed	2, 1	Fair	Competition	3
109	Acer rubrum	Red Maple	7			Good		7
110	Thuja occidentalis	Eastern White Cedar	4	Twin	3	Fair	Competition	4
111	Thuja occidentalis	Eastern White Cedar	3	Multiple Stemmed	3, 3	Fair	Competition	4
112	Cornus florida	Flowering Dogwood	3	Twin	2	Good		10
113	Cornus florida	Flowering Dogwood	3			Good		6
114	Acer saccharinum	Silver Maple	27			Fair	Competing Leads, Best Lead, Poor Seaming	40
115	Acer saccharinum	Silver Maple	34			Fair	Near ROW, Large Canker	40
116	Acer saccharinum	Silver Maple	34			Fair	Competing Leads, Poor Seaming, Competition	33
117	Gleditsia triacanthos	Thornless Honey-Locust	19			Fair	Minor Lean, Competition	30
118	Gleditsia triacanthos	Thornless Honey-Locust	21			Good	Pruning, Competing Leads, Competition	20
119	Thuja occidentalis	Eastern White Cedar	8	Multiple Stemmed	7, 6	Fair	Minor Lean, Competing Leads, Competition	4
120	Acer saccharinum	Silver Maple	14			Good		20

#### WATER / SEWER SERVICE NOTE

ALL WATER AND SEWER SERVICE LATERAL INFORMATION IS SHOWN PER RECORD. TO REFLECT EXISTING PIPE SIZE AND MATERIAL. WITHIN THE PUBLIC RIGHT OF WAY, THE CONTRACTOR SHALL COORDINATE WITH CITY FOR ALL PRIVATE-SIDE WATER AND SEWER LATERAL INFORMATION AS REQUIRED, AND SHALL RECONNECT NEW LATERALS WITHIN THE RIGHT-OF-WAY TO EXISTING LATERALS ON PRIVATE PROPERTY (INC.).

#### UTILITY NOTE

THE LOCATIONS AND ELEVATIONS OF SOME OF THE EXISTING UNDERGROUND UTILITIES AS SHOWN ON THE SURVEY DRAWINGS WERE OBTAINED FROM MUNICIPAL AND UTILITY COMPANY RECORDS AND MAPS. THEREFORE, NO GUARANTEE IS EITHER EXPRESSED OR IMPLIED AS TO THE COMPLETENESS OR ACCURACY THEREOF. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING THE EXACT UTILITY LOCATIONS AND ELEVATIONS PRIOR TO THE START OF CONSTRUCTION.





SEAL

PROJECT  
Grant Street Paving Project  
Contract # 1 - 21 (P)

CLIENT  
  
Engineering Department  
151 Martin Street  
Birmingham, MI 48012

PROJECT LOCATION  
Part of the Southeast 1/4 of  
Section 36, Town 2 North,  
Range 10 East, City of  
Birmingham, Oakland  
County, Michigan

SHEET  
Grading Plan  
Sta. 20+00 to 23+50



Know what's below  
Call before you dig.

DATE ISSUED/REVISED  
04-08-20 ISSUED SURVEY  
01-08-21 UPDATED SURVEY  
02-27-21 CITY REVIEW  
03-15-21 BIDS

DRAWN BY:  
C. Ellison

DESIGNED BY:  
P. Tulikangas

APPROVED BY:  
B. Buchholz

DATE:  
March 3, 2020

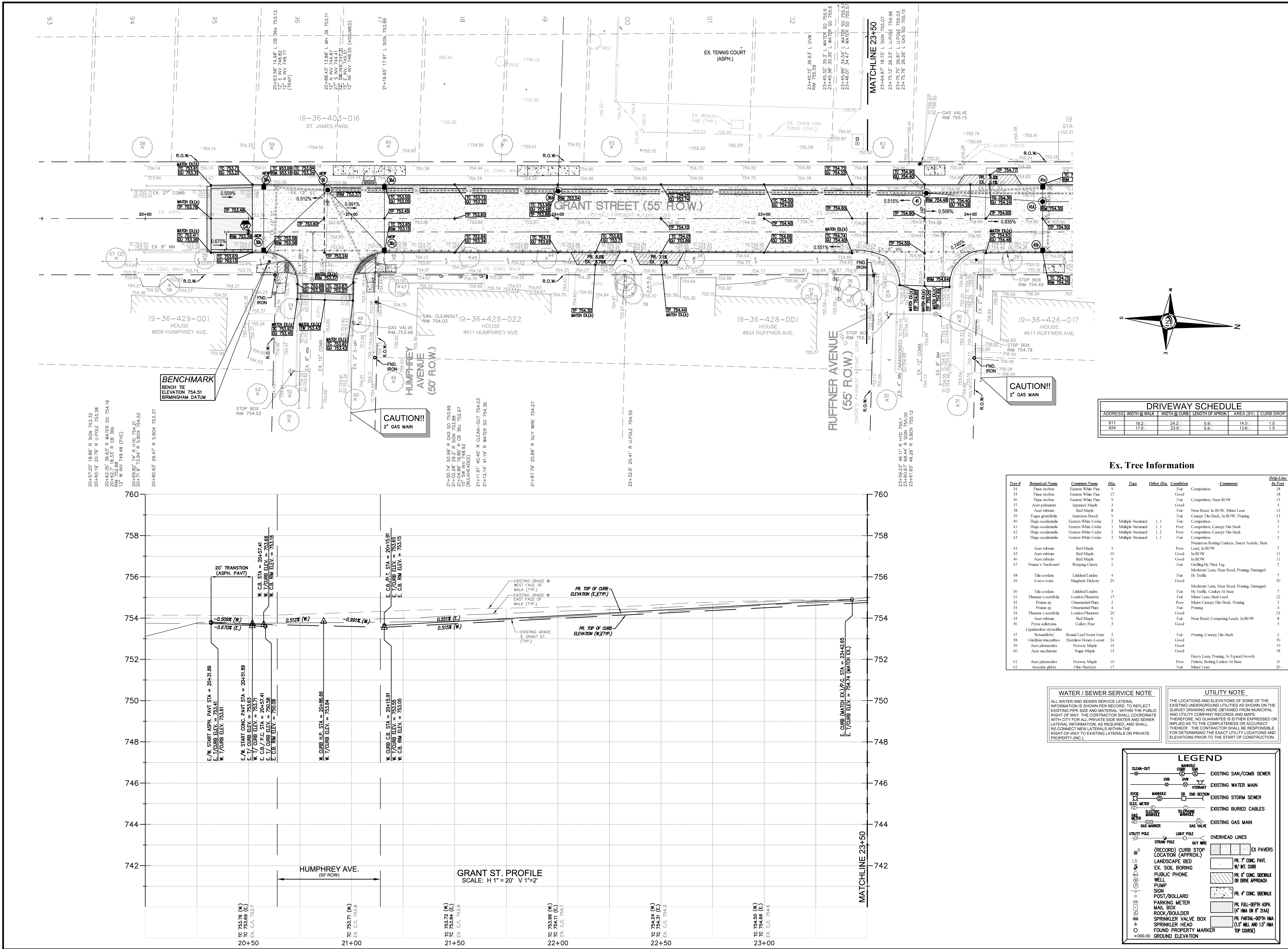
SCALE: 1" = 20' / 1" = 2"

NFE JOB NO.

SHEET NO.

L485

C7





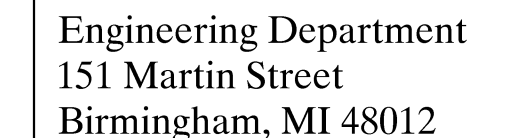


**NOWAK & FRAUS ENGINEER**  
46777 WOODWARD AVE.  
PONTIAC, MI 48342-5032  
TEL. (248) 332-7931  
FAX. (248) 332-8257  
[WWW.NOWAKFRAUS.COM](http://WWW.NOWAKFRAUS.COM)

PROIECT

Grant Street Paving Project  
Contract # 1 - 21 (P)

CLIENT



### PROJECT LOCATION

Part of the Southeast  $\frac{1}{4}$  of  
Section 36, Town 2 North,  
Range 10 East, City of  
Birmingham, Oakland  
County, Michigan

SHEET

Grading Plan  
Sta. 23+50 to P.O.E.



DATE	ISSUED/REVISED
------	----------------

04-08-20 ISSUED SURVEY

01-08-21 UPDATED SURVE

02-27-21 CITY REVIEW

03-15-21 BID

DRAWN BY:  
C. Ellison

DESIGNED BY:  
P. Tulikang

APPROVED BY:  
B. Buchholz

DATE:  
March 3, 2020

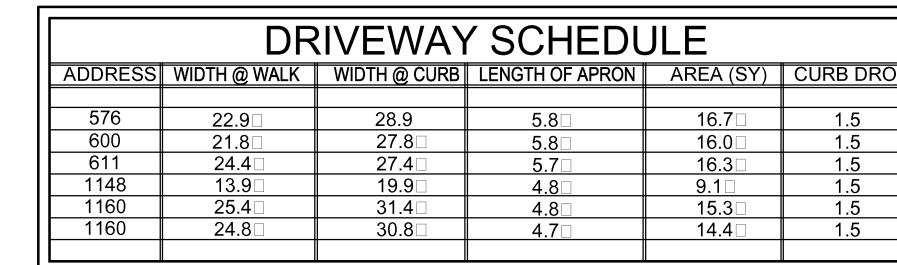
SCALE: 1" = 20' / 1"=2'

	20	10	0	10
--	----	----	---	----



NFE JOB NO.	SHE
-------------	-----

L485



### Ex. Tree Information

Tree #	Botanical Name	Common Name	Dia.	Type	Other Dia.	Condition	Comments	Defect Log
1	Acer rubrum	Red Maple	3			Good		6
2	Picea pungens	Colorado Blue Spruce	3			Good		3
3	Picea pungens	Colorado Blue Spruce	3			Good		3
4	Acer rubrum	Red Maple	3			Good		6
5	Gleditsia triacanthos	Thornless Honey Locust	25			Good		30
6	Acer rubrum	Red Maple	3			Good		5
7	Acer rubrum	Red Maple	8			Fair	Contorted Crown, Competition	15
8	Pinus strobus	Culley Pine	6	Multiple Stemmed	4, 4, 3, 3	Fair	Heavy Limbs, Competing Leads, Insect	30
9	Pinus strobus	Culley Pine	4			Fair	Involving Limbs, Poor Seaming, Rotting	12
10	Gleditsia triacanthos	Thornless Honey Locust	4	Multiple Stemmed	4, 4, 4, 4	Fair	Canker, Minor Leaf Damage	12
11	Picea pungens	Colorado Blue Spruce	11			Fair	Minor Leaf, Pruning	30
12	Aster sp.	Aster	17			Fair	Competition	9
13	Tha occidentalis	Eastern White Cedar	1	Multiple Stemmed	1, 1	Good	Minor Leaf, Near ROW	20
14	Tha occidentalis	Eastern White Cedar	2	Multiple Stemmed	2, 1	Fair	Competition	2
15	Tha occidentalis	Eastern White Cedar	1	Multiple Stemmed	1, 1	Fair	Competition	2
16	Tha occidentalis	Eastern White Cedar	1	Multiple Stemmed	1, 1	Fair	Competition	2
17	Tha occidentalis	Eastern White Cedar	2	Multiple Stemmed	1, 1	Fair	Competition	2
18	Tha occidentalis	Eastern White Cedar	1	Multiple Stemmed	1, 1	Fair	Competition	2
19	Tha occidentalis	Eastern White Cedar	2	Multiple Stemmed	1, 1	Fair	Competition	2
20	Pinus nigra	Austrian Pine	11			Poor	Best Lead, A-Typical Growth Pattern, Climbing	23
21	Pinus nigra	Austrian Pine	11			Poor	Winding Lead, Competition, A-Typical Growth	15
22	Pinus nigra	Austrian Pine	11			Poor	Pattern	20
23	Tha occidentalis	Eastern White Cedar	2			Fair	Winding Lead, Competition, A-Typical Growth	2
24	Acer rubrum	Red Maple	3			Fair	Pattern, Heavy Lead	20
25	Acer saccharum	Silver Maple	26			Fair	Grounding Near Building	3
26	Acer saccharum	Silver Maple	14			Fair	Near Road, Damaged By Traffic	5
27	Acer platanoides	Norway Maple	3	Twin	14	Fair	Competing Leads, Moderate Leaf, Growing In ROW, Old Limbs Growing	40
28	Acer saccharum	Silver Maple	16			Fair	Near Road, Damaged By Traffic, In ROW	30
29	Pinus strobus	Culley Pine	3			Poor	Competing Leads, Winding Leads, Minor Leaves	6
30	Acer platanoides	Norway Maple	15			Fair	Near Road, Damaged By Traffic, In ROW	40
31	Acer platanoides	Norway Maple	15			Poor	Near Road, Damaged By Traffic, In ROW	22
32	Acer rubrum	Red Maple	10			Good		18
33	Acer platanoides	Norway Maple	13			Fair	Minor Leaf, Competition, Pruning	12
34	Crataegus spp.	Hawthorn	9			Fair	Minor Leaf, Competition, Pruning	14
35	Tha occidentalis	Litchfield Linden	2			Fair	Minor Leaf, Damaged By Traffic, In ROW	2
36	Platanus x acerifolia	Londrina	3			Fair	Near Road, Pruning	3
37	Picea canadensis	White Pine	5			Fair	Minor Leaf, Pruning	3
38	Picea canadensis	White Pine	7			Fair	Minor Leaf, Pruning	3
39	Picea canadensis	White Pine	10			Fair	Minor Leaf, Pruning	3
40	Picea canadensis	White Pine	10			Fair	Minor Leaf, Pruning	3
41	Picea canadensis	White Pine	10			Fair	Minor Leaf, Pruning	3
42	Picea canadensis	White Pine	10			Fair	Minor Leaf, Pruning	3
43	Picea canadensis	White Pine	10			Fair	Minor Leaf, Pruning	3
44	Picea canadensis	White Pine	10			Fair	Minor Leaf, Pruning	3
45	Picea canadensis	White Pine	10			Fair	Minor Leaf, Pruning	3
46	Picea canadensis	White Pine	10			Fair	Minor Leaf, Pruning	3
47	Picea canadensis	White Pine	10			Fair	Minor Leaf, Pruning	3
48	Picea canadensis	White Pine	10			Fair	Minor Leaf, Pruning	3
49	Picea canadensis	White Pine	10			Fair	Minor Leaf, Pruning	3
50	Picea canadensis	White Pine	10			Fair	Minor Leaf, Pruning	3
51	Picea canadensis	White Pine	10			Fair	Minor Leaf, Pruning	3
52	Picea canadensis	White Pine	10			Fair	Minor Leaf, Pruning	3
53	Picea canadensis	White Pine	10			Fair	Minor Leaf, Pruning	3
54	Picea canadensis	White Pine	10			Fair	Minor Leaf, Pruning	3
55	Picea canadensis	White Pine	10			Fair	Minor Leaf, Pruning	3
56	Picea canadensis	White Pine	10			Fair	Minor Leaf, Pruning	3
57	Picea canadensis	White Pine	10			Fair	Minor Leaf, Pruning	3
58	Picea canadensis	White Pine	10			Fair	Minor Leaf, Pruning	3
59	Picea canadensis	White Pine	10			Fair	Minor Leaf, Pruning	3
60	Picea canadensis	White Pine	10			Fair	Minor Leaf, Pruning	3
61	Picea canadensis	White Pine	10			Fair	Minor Leaf, Pruning	3
62	Picea canadensis	White Pine	10			Fair	Minor Leaf, Pruning	3
63	Picea canadensis	White Pine	10			Fair	Minor Leaf, Pruning	3
64	Picea canadensis	White Pine	10			Fair	Minor Leaf, Pruning	3
65	Picea canadensis	White Pine	10			Fair	Minor Leaf, Pruning	3
66	Picea canadensis	White Pine	10			Fair	Minor Leaf, Pruning	3
67	Picea canadensis	White Pine	10			Fair	Minor Leaf, Pruning	3
68	Picea canadensis	White Pine	10			Fair	Minor Leaf, Pruning	3
69	Picea canadensis	White Pine	10			Fair	Minor Leaf, Pruning	3
70	Gleditsia triacanthos	Thornless Honey Locust	19			Good	Best Lead, In ROW	30
71	Gleditsia triacanthos	Thornless Honey Locust	14			Fair	In ROW, In ROW	25

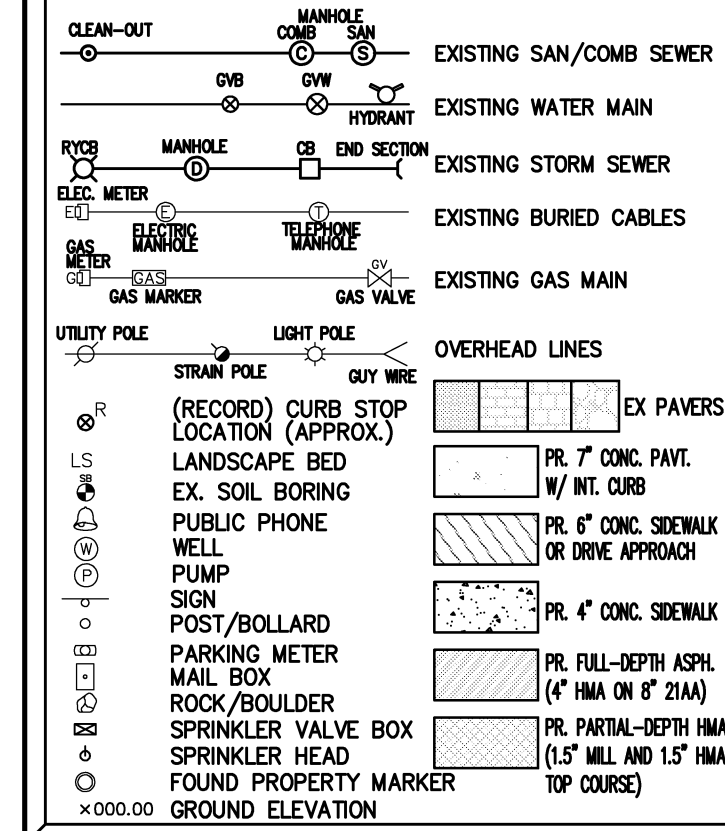
## WATER / SEWER SERVICE NOTE

ALL WATER AND SEWER SERVICE LATERAL INFORMATION IS SHOWN PER RECORD, TO REFLECT EXISTING PIPE SIZE AND MATERIAL. WITHIN THE PUBLIC RIGHT-OF-WAY, THE CONTRACTOR SHALL COORDINATE WITH CITY FOR ALL PRIVATE-SIDE WATER AND SEWER LATERAL INFORMATION, AS REQUIRED, AND SHALL RE-CONNECT NEW LATERALS WITHIN THE PUBLIC RIGHT-OF-WAY TO EXISTING LATERALS ON PRIVATE PROPERTY (INC.).

### UTILITY NOTE

THE LOCATIONS AND ELEVATIONS OF SOME OF THE EXISTING UNDERGROUND UTILITIES AS SHOWN ON THE SURVEY DRAWING WERE OBTAINED FROM MUNICIPAL AND UTILITY COMPANY RECORDS AND MAPS. THEREFORE, NO GUARANTEE IS EITHER EXPRESSED OR IMPLIED AS TO THE COMPLETENESS OR ACCURACY THEREOF. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING THE EXACT UTILITY LOCATIONS AND ELEVATIONS PRIOR TO THE START OF CONSTRUCTION.

## LEGEND



NFE IOB

SHEET NO.



SEAL

PROJECT  
Grant Street Paving Project  
Contract # 1 - 21 (P)

CLIENT  
  
Engineering Department  
151 Martin Street  
Birmingham, MI 48012

PROJECT LOCATION  
Part of the Southeast  $\frac{1}{4}$  of  
Section 36, Town 2 North,  
Range 10 East, City of  
Birmingham, Oakland  
County, Michigan

SHEET  
Intersection Grading  
Details - Grant Street



Know what's below  
Call before you dig.

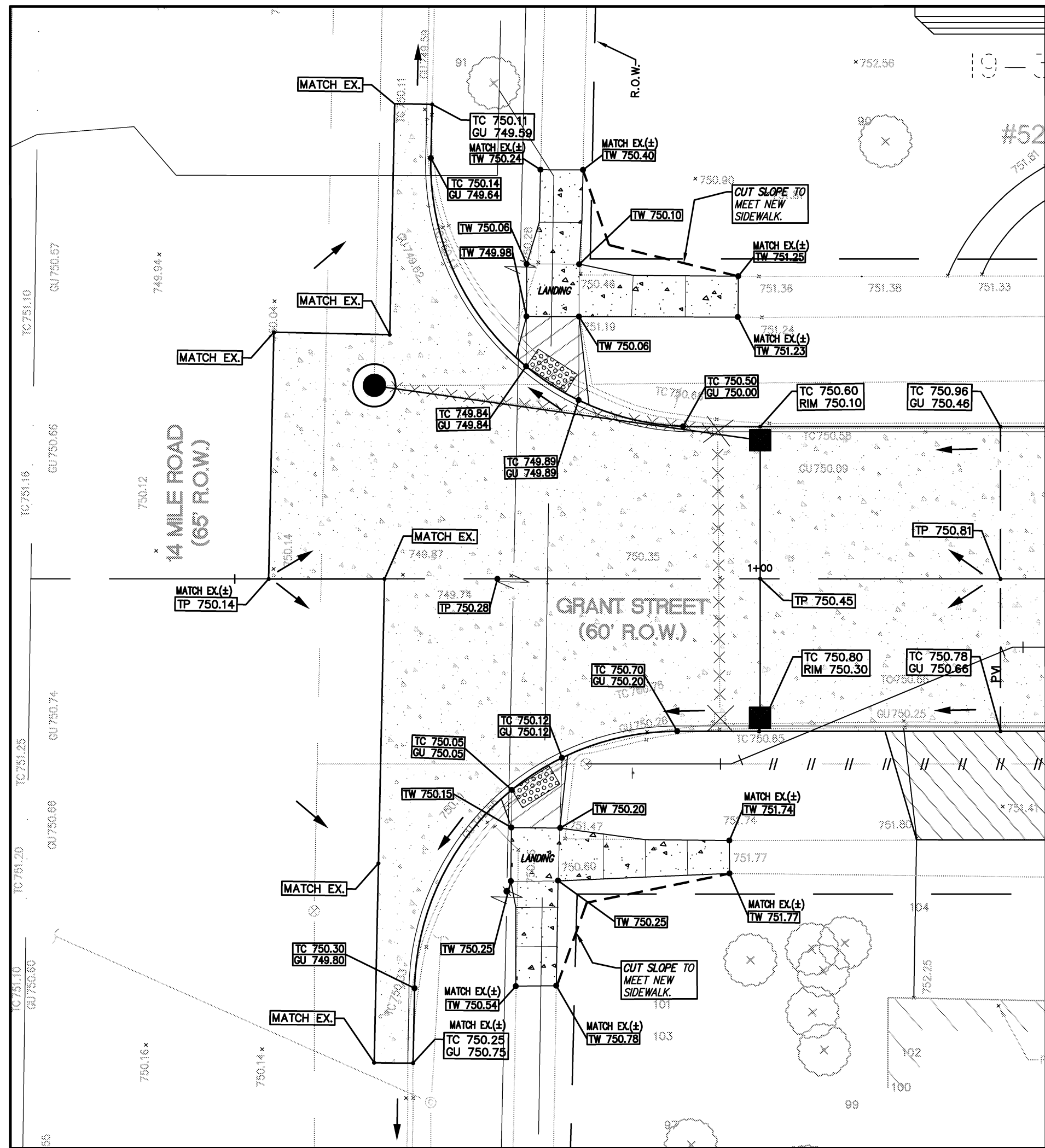
DATE ISSUED/REVISED  
04-08-20 ISSUED SURVEY  
01-08-21 UPDATED SURVEY  
02-27-21 CITY REVIEW  
03-15-21 BIDS

DRAWN BY:  
C. Ellison  
DESIGNED BY:  
P. Tulikangas

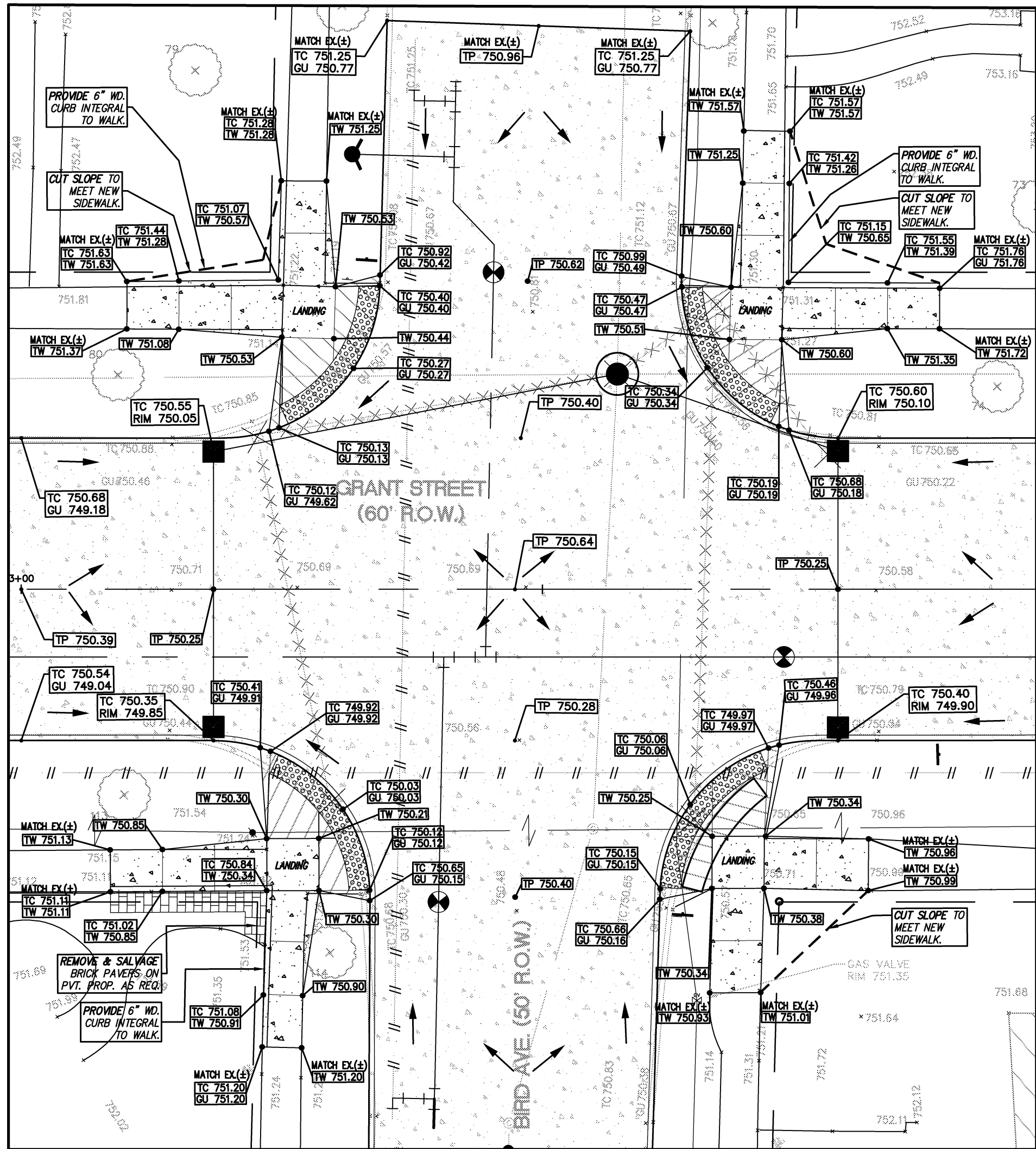
APPROVED BY:  
B. Buchholz  
DATE:  
March 3, 2020

SCALE: 1" = 10'

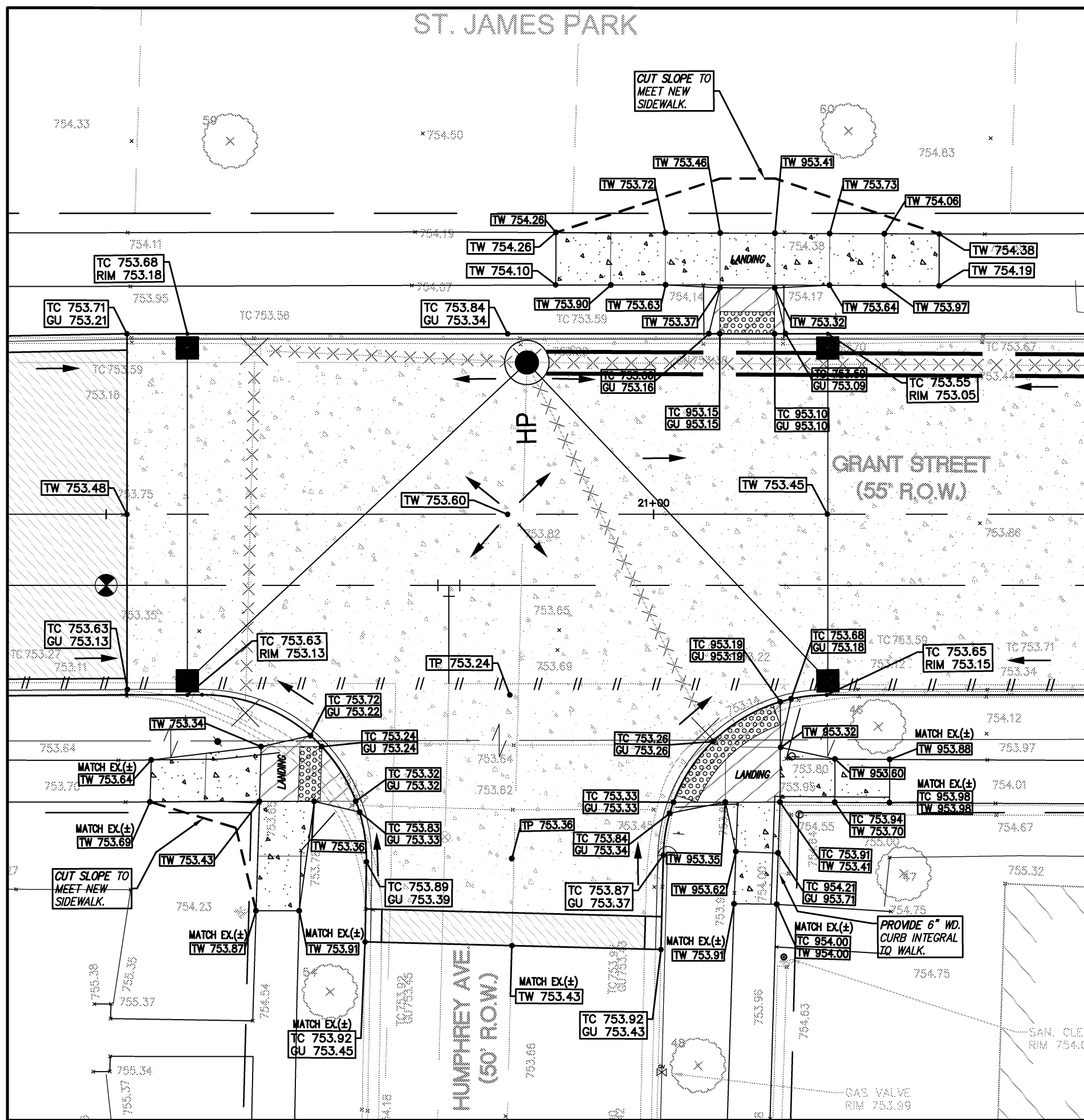
NFE JOB NO. SHEET NO.  
**L485 C9**



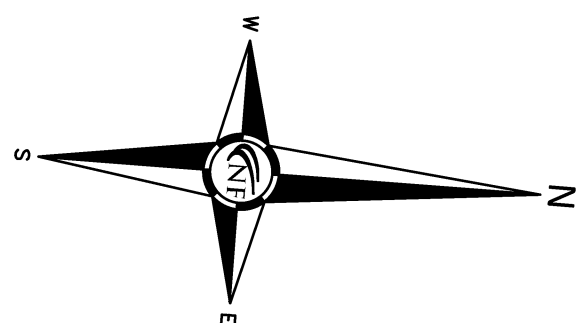
GRANT STREET & 14 MILE ROAD  
INTERSECTION GRADING DETAIL  
SCALE: 1" = 10'



GRANT STREET & BIRD AVE.  
INTERSECTION GRADING DETAIL  
SCALE: 1" = 10'



GRANT STREET & HUMPHREY AVE..  
INTERSECTION GRADING DETAIL  
SCALE: 1" = 10'

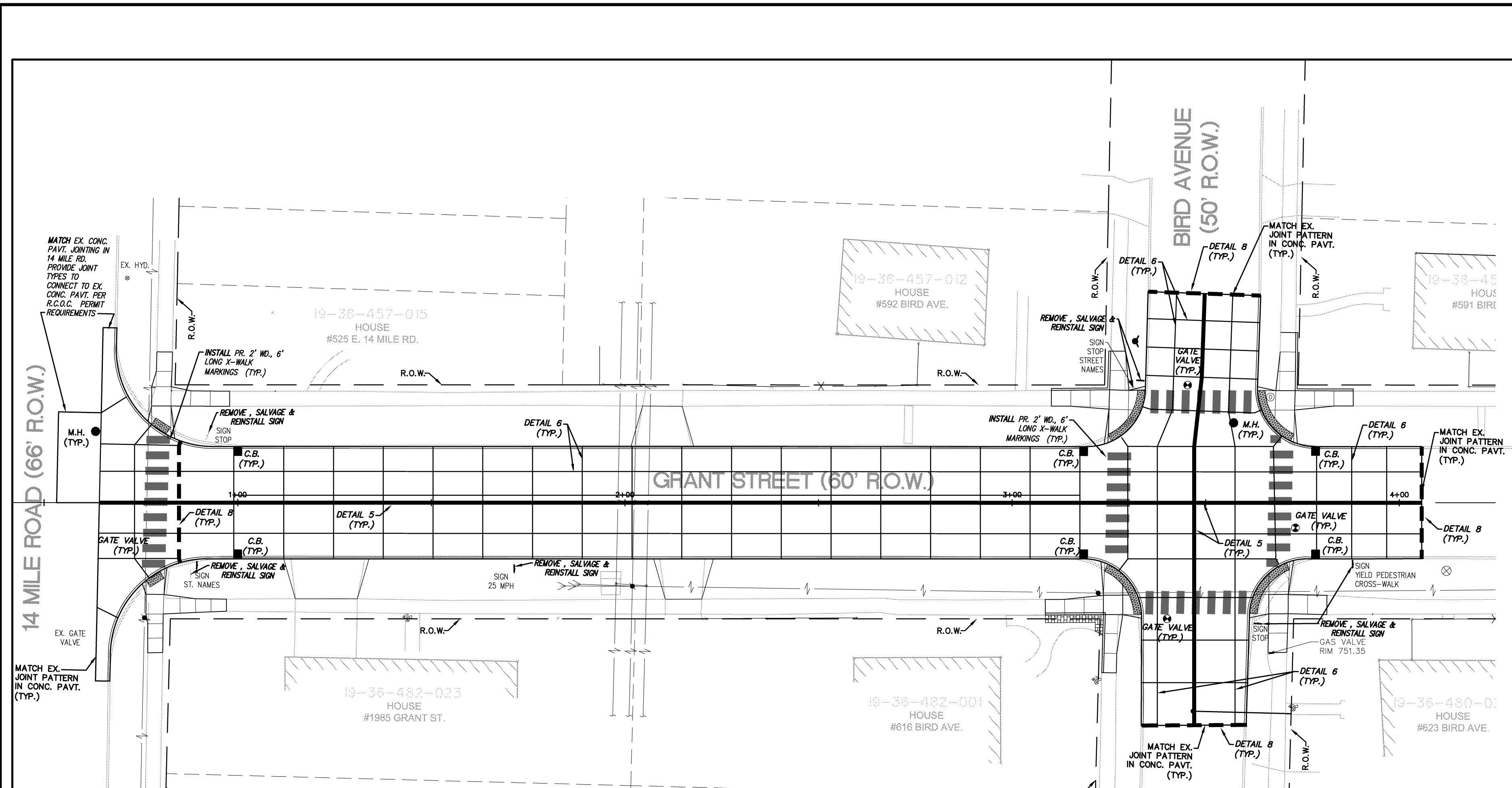


UTILITY NOTE

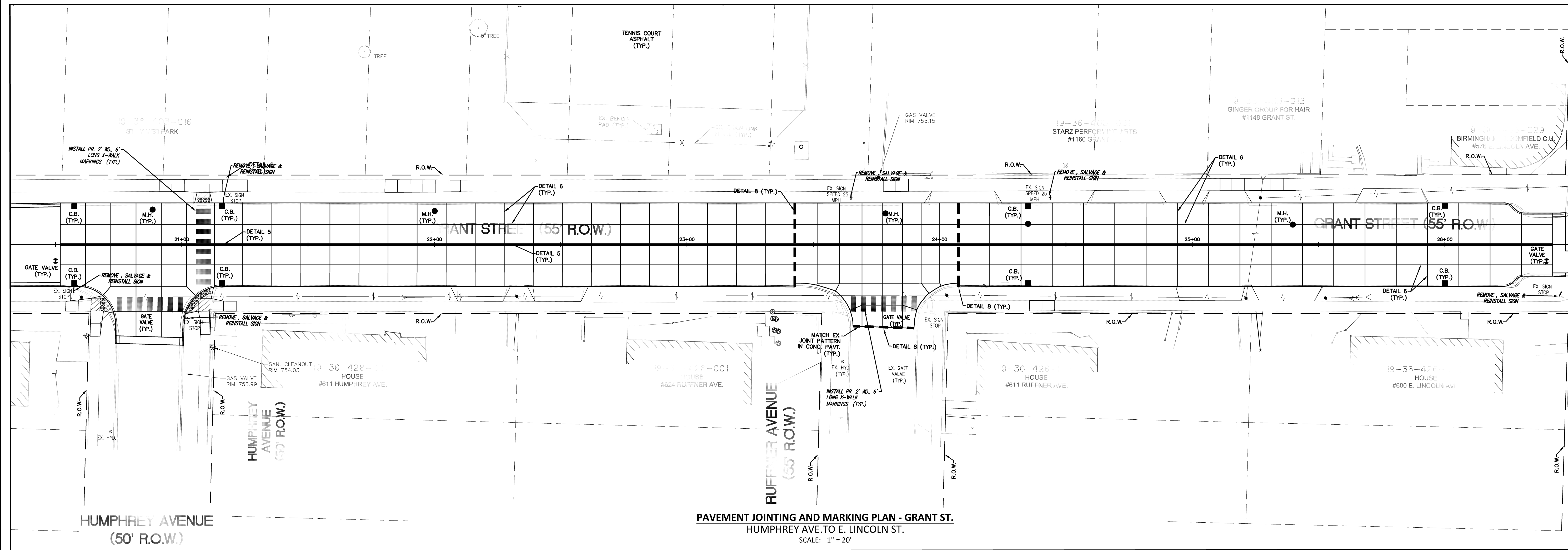
THE LOCATIONS AND ELEVATIONS OF SOME OF THE EXISTING UNDERGROUND UTILITIES AS SHOWN ON THE SURVEY DRAWING WERE OBTAINED FROM MUNICIPAL AND UTILITY COMPANY RECORDS AND MAPS. THEREFORE, NO GUARANTEE IS EITHER EXPRESSED OR IMPLIED AS TO THE COMPLETENESS OR ACCURACY THEREOF. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING THE EXACT UTILITY LOCATIONS AND ELEVATIONS PRIOR TO THE START OF CONSTRUCTION.

LEGEND

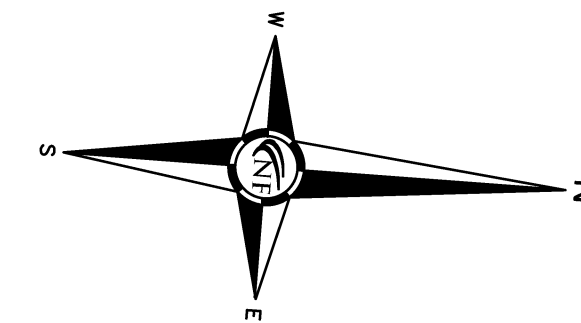
CLEAN-OUT	MANHOLE	COMB. SAN	EXISTING SAN/COMB. SEWER
BLDG. METER	W	HYDRANT	EXISTING WATER MAIN
POLE	END SECTION		EXISTING STORM SEWER
BLDG. METER	MANHOLE	TURBINE	EXISTING BURIED CABLES
BLDG. METER	MANHOLE	GAS VALVE	EXISTING GAS MAIN
UTILITY POLE	LIGHT POLE	OVERHEAD LINES	
STRAN POLE	OUT WIRE		EX. PAVES
(RECORD) CURB STOP LOCATION (APPROX.)			PR. 7" CONC. PAV. W/ INT. CURB
LANDSCAPE BED			PR. 6" CONC. SIDEWALK OR DRIVE APPROACH
EX. SOIL BORING			PR. 4" CONC. SIDEWALK
PUBLIC PHONE WELL			PR. FULL-DEPTH ASPH. (4" HMA ON 8" 21A)
PUMP			PR. PARTIAL-DEPTH HMA (1.5" MILL AND 1.5" HMA TOP COURSE)
POST/BOLLARD			
PARKING METER			
MAIL BOX			
ROCK/BOULDER			
SPRINKLER VALVE BOX			
SPRINKLER HEAD			
FOUND PROPERTY MARKER			
GROUND ELEVATION			



**PAVEMENT JOINTING AND MARKING PLAN - GRANT ST.**  
14 MILE RD. TO BIRD AVE.  
SCALE: 1" = 20'



**PAVEMENT JOINTING AND MARKING PLAN - GRANT ST.**  
HUMPHREY AVE. TO E. LINCOLN ST.  
SCALE: 1" = 20'



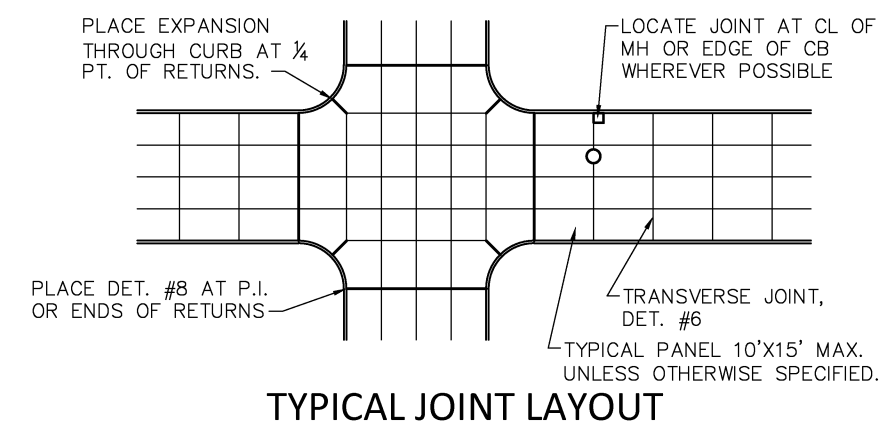
#### PAVEMENT JOINT NOTES

REFER TO THE CITY OF BIRMINGHAM STANDARD PAVING DETAILS FOR ALL JOINT DETAILS.

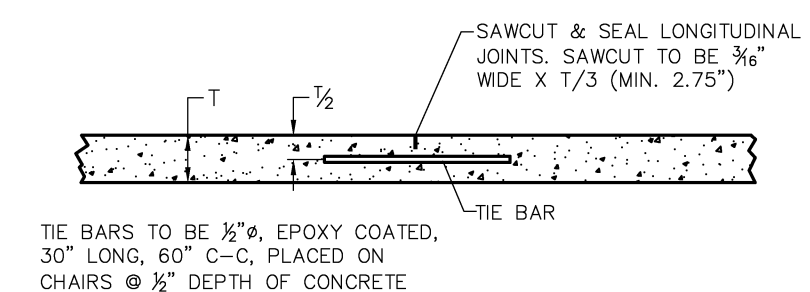
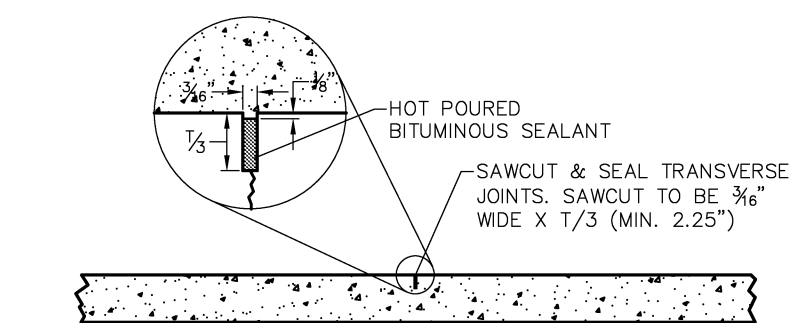
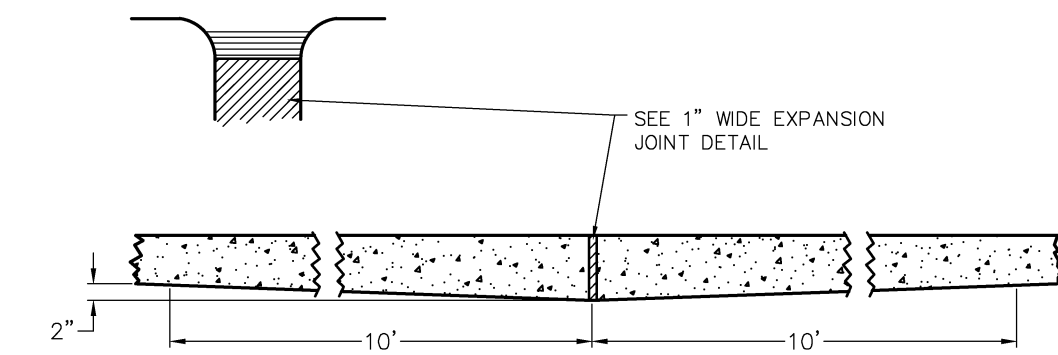
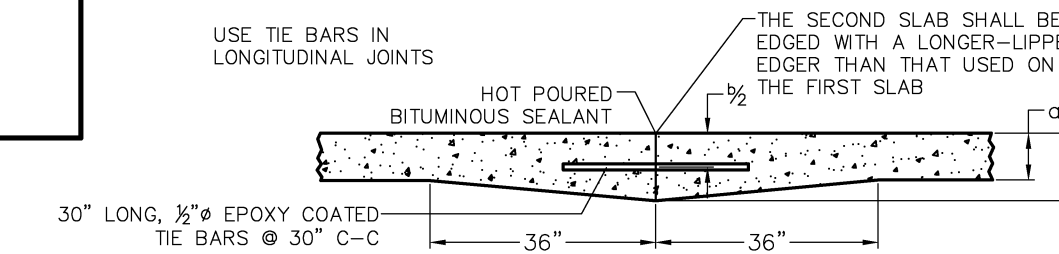
INSTALL DETAIL #6 JOINTS FOR ALL TRANSVERSE JOINTS.

EXPANSION JOINTS SHALL BE 1", UNLESS OTHERWISE DIRECTED BY THE CITY.

TRANSVERSE SIDEWALK EXPANSION JOINTS SHALL BE PLACED EVERY FIFTY (50) FEET OR AS OTHERWISE DIRECTED BY THE CITY.



SLAB DESIGNATION	"a"	"b"
6"	6"	8"
7"	7"	9"
7-1/2"	7-1/2"	10"
8"	8"	11"



**6 CONTRACTION JOINT**

SEAL

PROJECT  
Grant Street Paving Project  
Contract # 1 - 21 (P)

CLIENT  
 **City of Birmingham**  
Engineering Department  
151 Martin Street  
Birmingham, MI 48012

PROJECT LOCATION  
Part of the Southeast 1/4 of  
Section 36, Town 2 North,  
Range 10 East, City of  
Birmingham, Oakland  
County, Michigan

SHEET  
Pavement Jointing,  
Marking & Signage Plan -  
Grant Street



DATE ISSUED/REVISED  
04-08-20 ISSUED SURVEY  
01-08-21 UPDATED SURVEY  
02-27-21 CITY REVIEW  
03-15-21 BIDS

DRAWN BY:  
G. Viju  
DESIGNED BY:  
P. Tulikangas  
APPROVED BY:  
B. Buchholz  
DATE:  
March 3, 2020

SCALE: 1" = 20'

NFE JOB NO. **L485** SHEET NO. **C10**



PROJECT  
Grant Street Paving Project  
Contract # 1-21 (P)

CLIENT  
  
Engineering Department  
151 Martin Street  
Birmingham, MI 48012

PROJECT LOCATION  
Part of the Southeast  $\frac{1}{4}$  of  
Section 36, Town 2 North,  
Range 10 East, City of  
Birmingham, Oakland  
County, Michigan

SHEET  
Existing & Proposed Road  
Cross-Sections

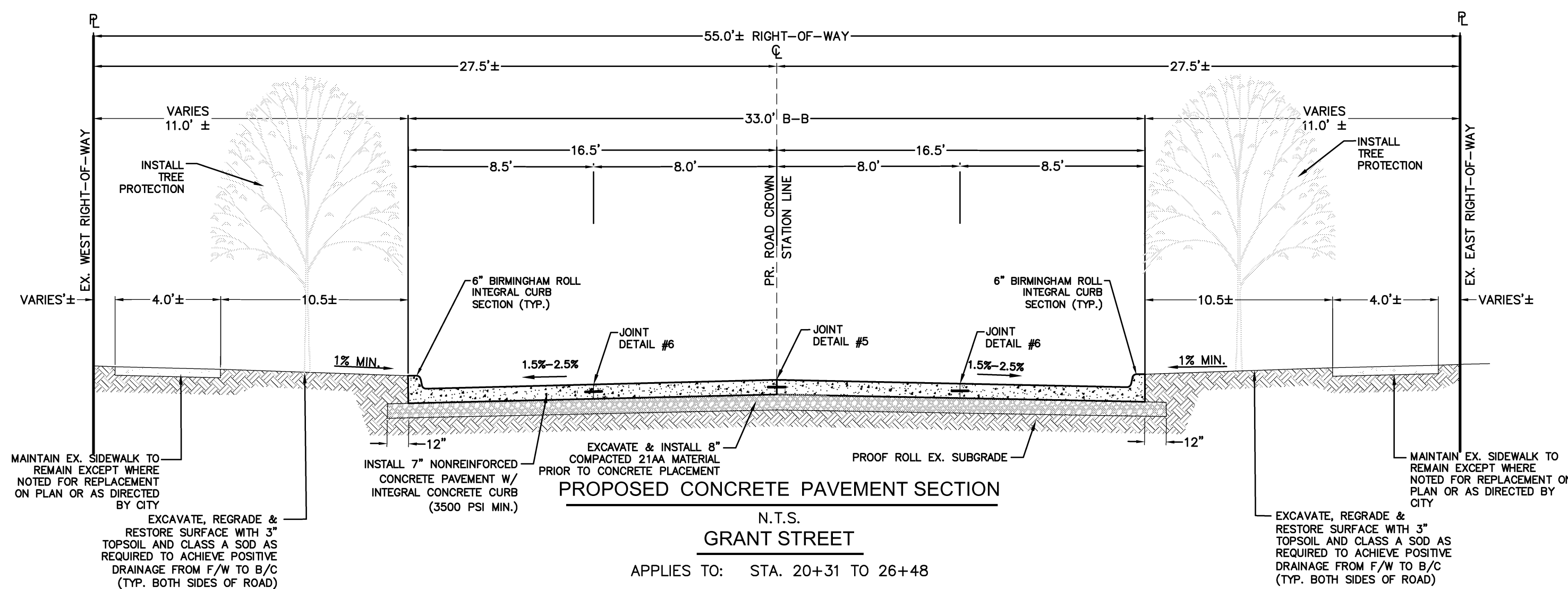
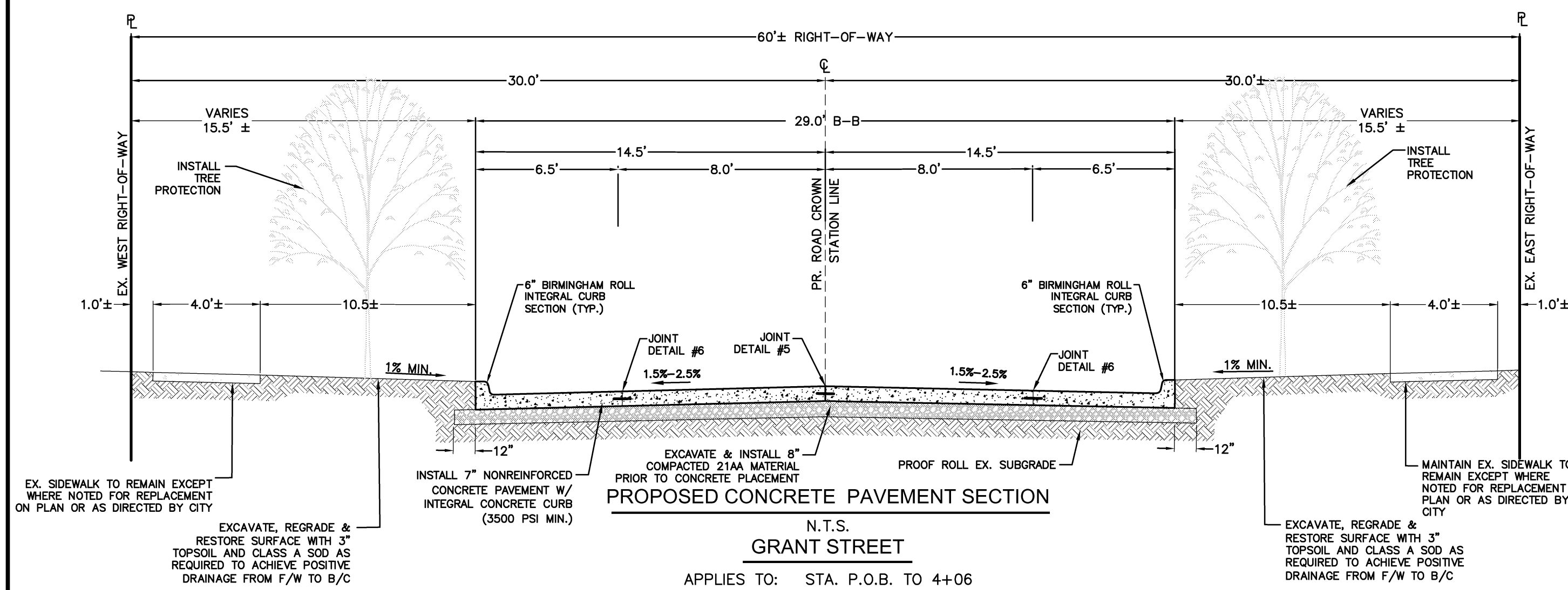
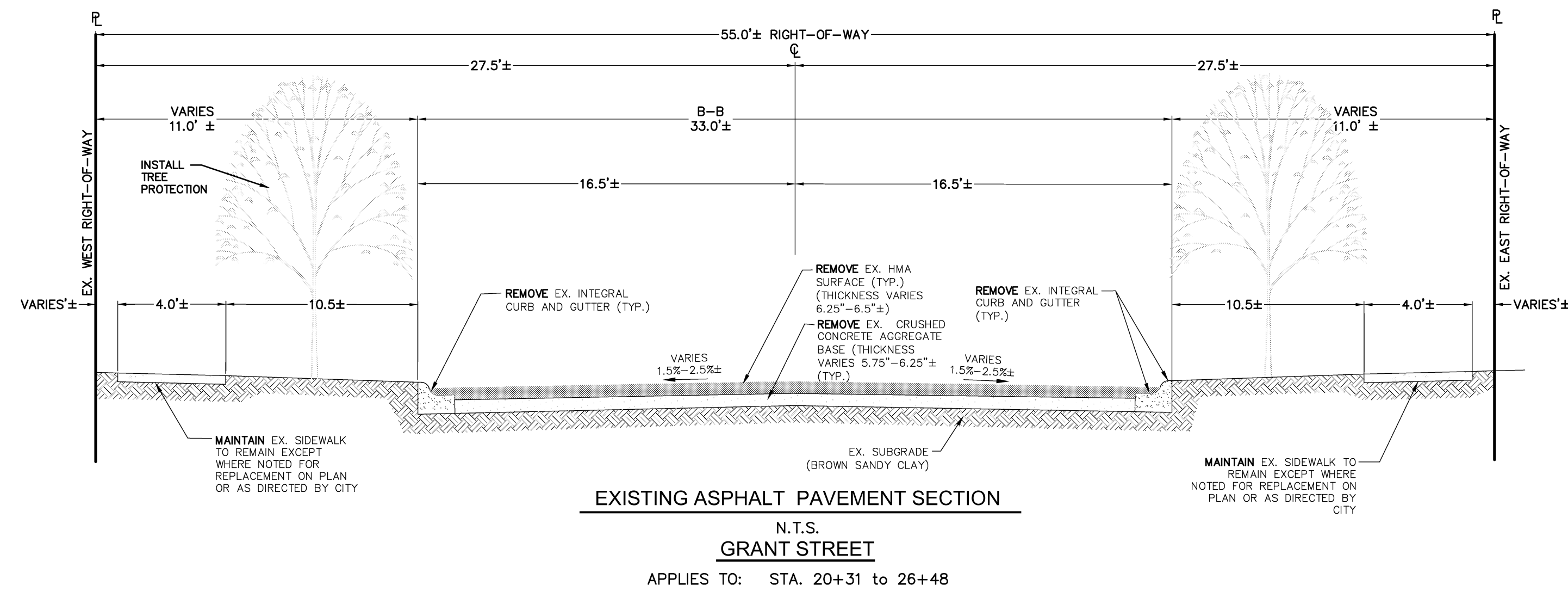
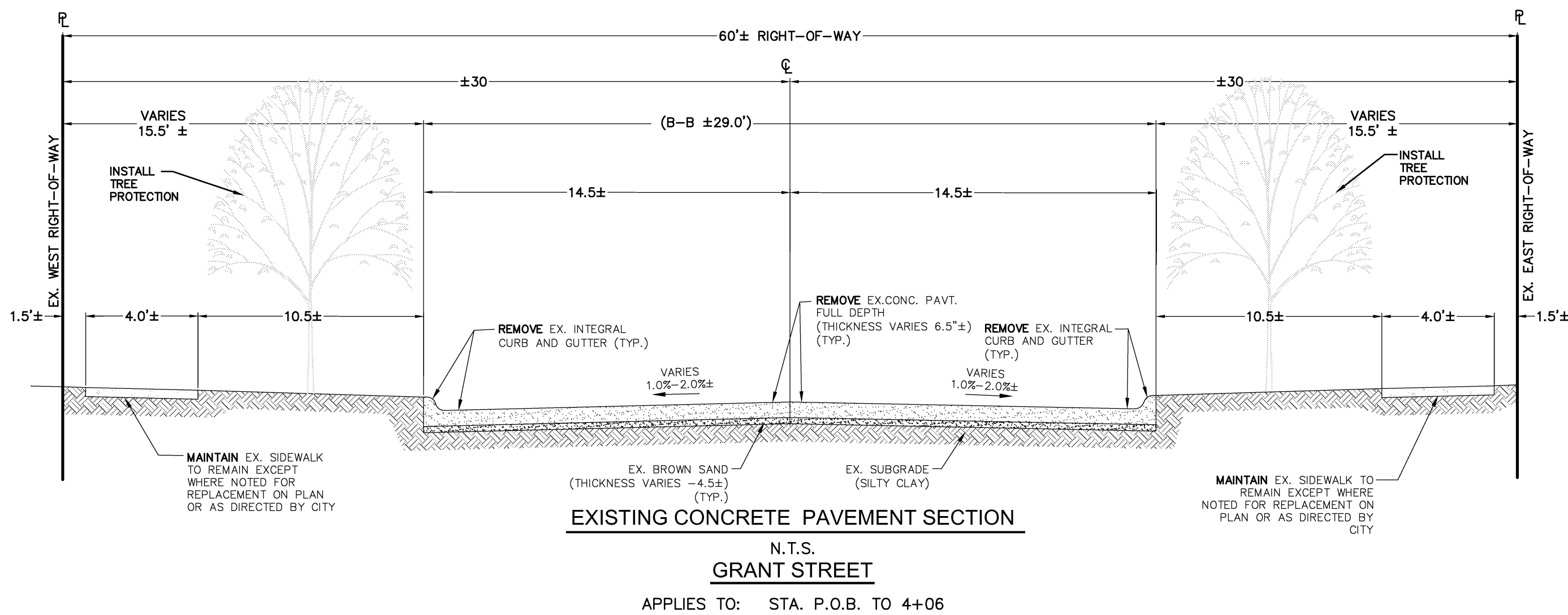


Know what's below  
Call before you dig.

DATE ISSUED/REVISED  
02-27-21 CITY REVIEW  
03-15-21 BIDS

DRAWN BY:  
G. Viju  
DESIGNED BY:  
P. Tulikangas  
APPROVED BY:  
B. Buchholz  
DATE:  
March 3, 2020  
SCALE: N.T.S.

NFE JOB NO. SHEET NO.  
**L485 C11**





CIVIL ENGINEERS  
LAND SURVEYORS  
LAND PLANNERS

NOWAK & FRAUS ENGINEERS  
46777 WOODWARD AVE.  
PONTIAC, MI 48342-5032  
TEL. (248) 332-7931  
FAX. (248) 332-8257

PROJECT  
Grant Street Paving Project  
Contract # 1-21 (P)

CLIENT  
  
Engineering Department  
151 Martin Street  
Birmingham, MI 48012

PROJECT LOCATION  
Part of the Southeast  $\frac{1}{4}$  of  
Section 36, Town 2 North,  
Range 10 East, City of  
Birmingham, Oakland  
County, Michigan

SHEET  
Advanced Warning Signage  
Diagram - Grant Street

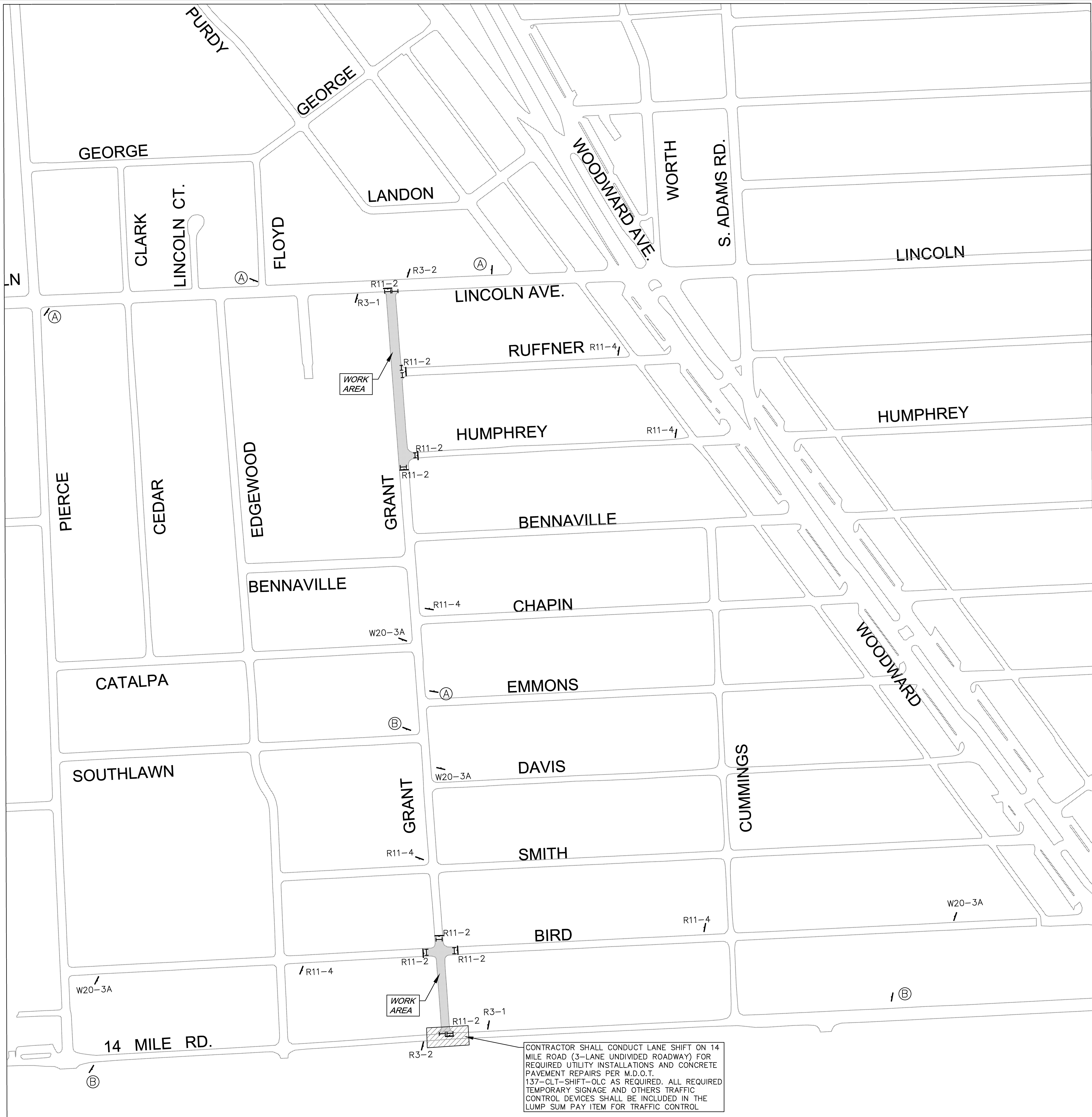


Know what's below  
Call before you dig.

DATE ISSUED/REVISED  
02-27-21 CITY REVIEW  
03-15-21 BIDS

DRAWN BY:  
G. Viju  
DESIGNED BY:  
P. Tulikangas  
APPROVED BY:  
B. Buchholz  
DATE:  
March 3, 2020  
SCALE: N.T.S.

NFE JOB NO. SHEET NO.  
L485 C12





ADVANCED WARNING SIGNAGE PLAN – GRANT STREET

GRANT ST. CLOSED  
LINCOLN TO HUMPHREY  
SEEK ALT ROUTE

18"x42" ADVANCE WARNING SIGN "A"  
BLACK LEGEND ON ORANGE BACKGROUND

GRANT ST. CLOSED  
14 MILE RD. TO BIRD AVE.  
SEEK ALT ROUTE

18"x42" ADVANCE WARNING SIGN "B"  
BLACK LEGEND ON ORANGE BACKGROUND

SYMBOL KEY	
	TYPE III BARRICADES
	ADVANCED WARNING SIGN

SPECIAL ADVANCED WARNING SIGN QUANTITIES			
DESIGNATION	DESCRIPTION	SIZE	QUANTITY
SIGN "A"	GRANT ST. CLOSED LINCOLN TO HUMPHREY AVE. SEEK ALT ROUTE	18"x42"	4
SIGN "B"	GRANT ST. CLOSED 14 MILE RD. TO BIRD AVE. SEEK ALT ROUTE	18"x42"	3

OTHER ADVANCED WARNING SIGN QUANTITIES AS SHOWN			
DESIGNATION	DESCRIPTION	SIZE	QUANTITY
R3-1	NO RIGHT TURN	24"x24"	2
R3-2	NO LEFT TURN	24"x24"	2
R11-2	ROAD CLOSED	60"x30"	8
R11-4	ROAD CLOSED TO THRU TRAFFIC	60"x30"	6
W20-3A	ROAD CLOSED AHEAD	36"x36"	4

- NOTES
- PLACE TRAFFIC CONTROL DEVICES AS SPECIFIED, OR AS OTHERWISE DIRECTED BY THE CITY OF BIRMINGHAM, INCLUDING ADVANCE WARNING SIGNS AND BARRICADES NOT SPECIFIED ON THIS DIAGRAM. CONTRACTOR/INSPECTOR MUST ACCOMPANY SIGN SUBCONTRACTOR DURING PLACEMENT OF SIGNS THROUGHOUT VARIOUS TRAFFIC CONTROL CHANGES.
  - ALL SIGNS AND BARRICADES SHALL BE IN ACCORDANCE WITH CURRENT M.M.U.T.C.D. AND M.D.O.T. SPECIFICATIONS AND TRAFFIC TYPICALS, INCLUDING PLACEMENT OF ADDITIONAL REQUIRED SIGNS/BARRICADES NOT DEPICTED ON THESE PLANS TO CONTROL TRAFFIC LANE SHIFTS, ETC.
  - ADVANCE WARNING SIGNS AND BARRICADES SHALL REMAIN IN PLACE UNTIL THE NEW ROAD (OR A PORTION THEREOF) IS READY TO BE OPENED FOR TRAFFIC AS DETERMINED BY THE CITY.
  - MAINTAIN SIDEWALKS AND INSTALL & MAINTAIN FENCING & SIGNAGE AS NEEDED TO ENSURE PEDESTRIAN SAFETY.
  - ERECT, REMOVE, AND/OR MAINTAIN ALL ADVANCE WARNING/DETOUR SIGNAGE AS DIRECTED BY THE CITY.
  - TYPE III BARRICADES (LIGHTED) SHALL BE PLACED FOR ALL LANE CLOSURES, AND SHALL INCLUDE A R11-2 OR R11-4 SIGN ON EACH TYPE III BARRICADE WHERE NOTED.
  - TEMPORARY ADVANCED WARNING SIGNAGE SHOWN AND OTHERS TRAFFIC CONTROL DEVICES SHALL BE INCLUDED IN THE LUMP SUM PAY ITEM FOR TRAFFIC CONTROL.





CIVIL ENGINEERS  
LAND SURVEYORS  
LAND PLANNERS

NOWAK & FRAUS ENGINEERS  
46777 WOODWARD AVE.  
PONTIAC, MI 48342-5032  
TEL. (248) 332-7931  
FAX. (248) 332-8257

#### PROJECT

Grant Street Paving Project  
Contract # 1-21 (P)

#### CLIENT



Engineering Department  
151 Martin Street  
Birmingham, MI 48012

#### PROJECT LOCATION

Part of the Southeast  $\frac{1}{4}$  of  
Section 36, Town 2 North,  
Range 10 East, City of  
Birmingham, Oakland  
County, Michigan

#### SHEET

MDOT Traffic Typicals



Know what's below  
Call before you dig.

#### DATE ISSUED/REVISED

02-27-21 CITY REVIEW

03-15-21 BIDS

#### DRAWN BY:

G. Viju

#### DESIGNED BY:

P. Tulikangas

#### APPROVED BY:

B. Buchholz

#### DATE:

March 3, 2020

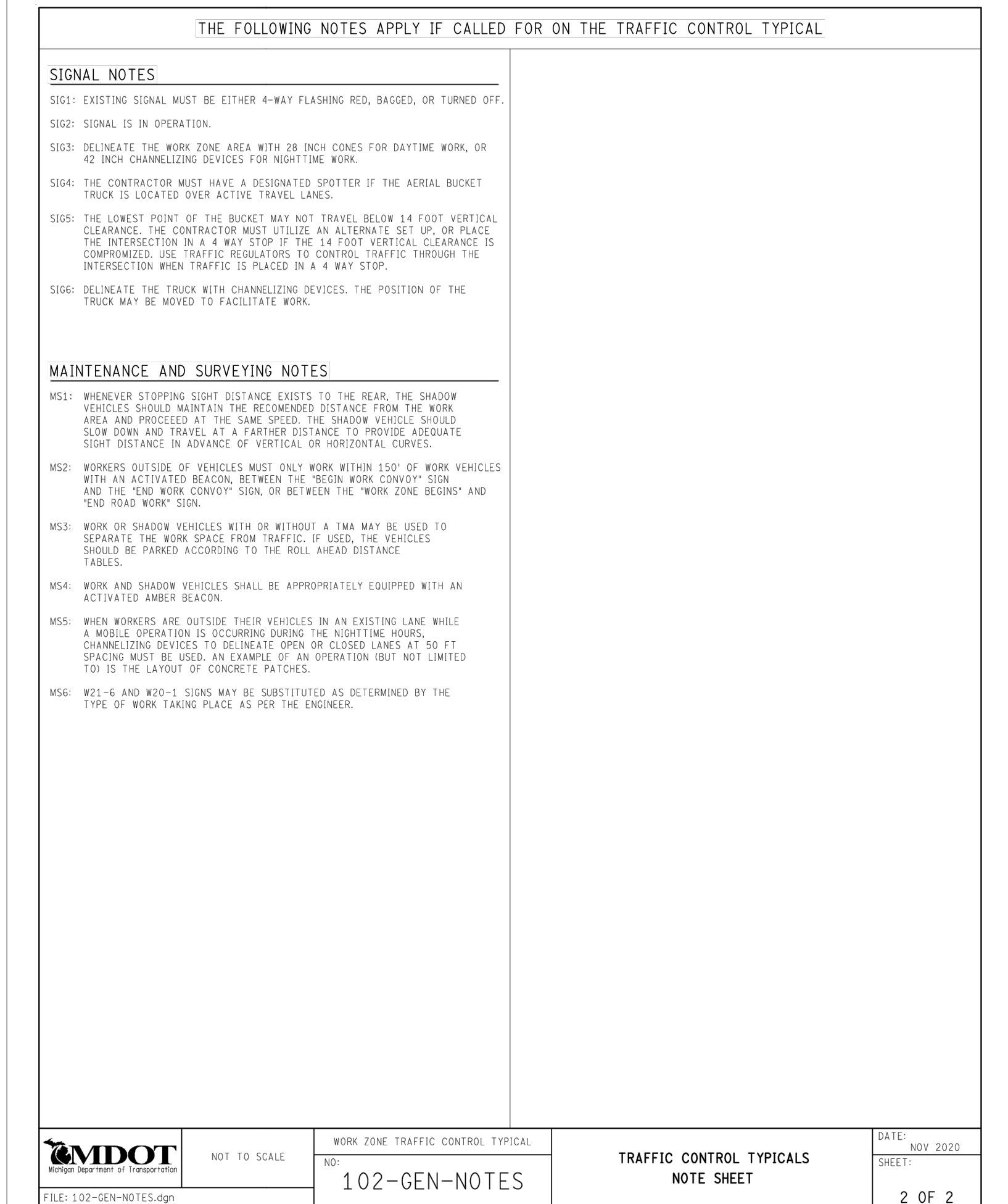
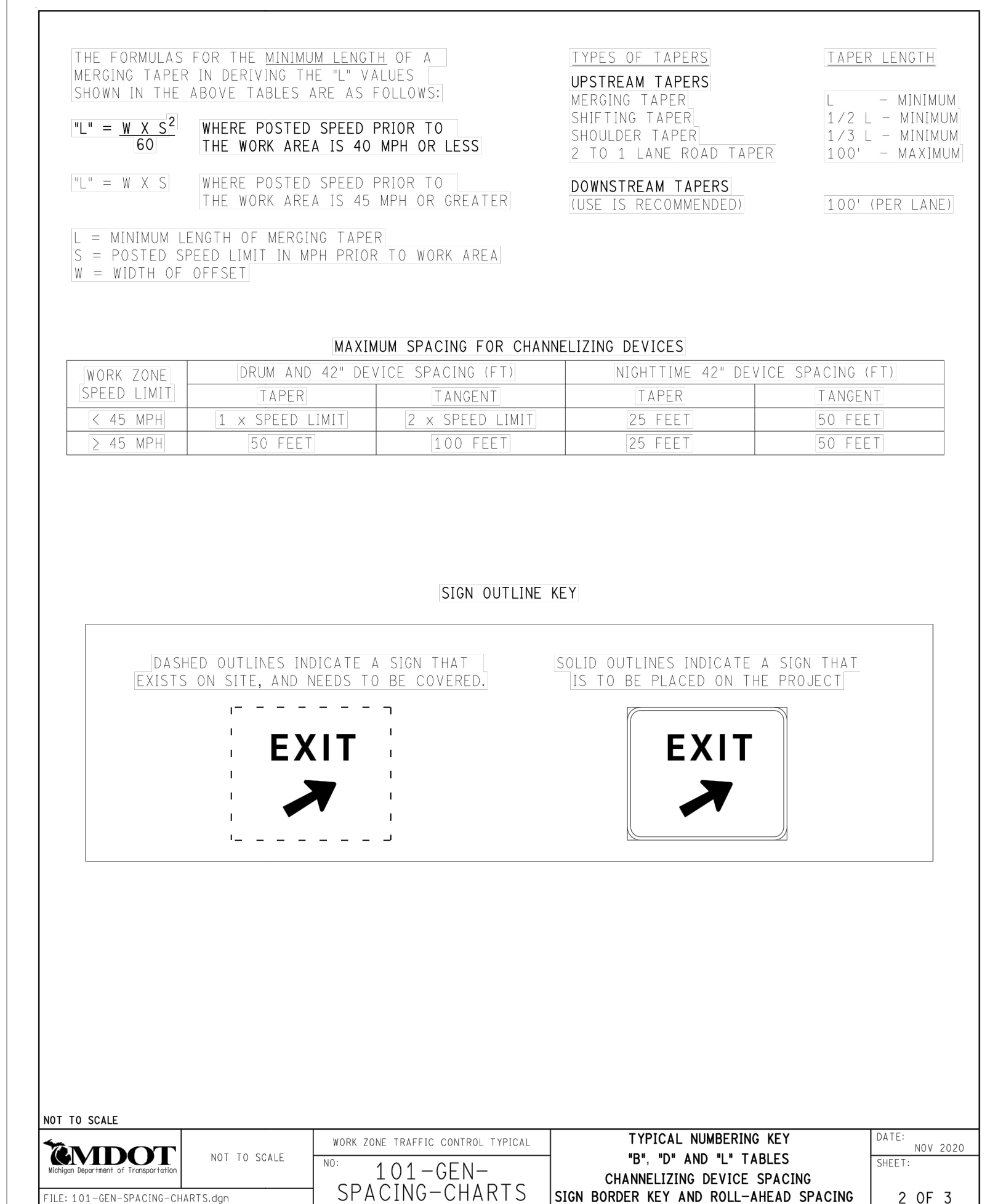
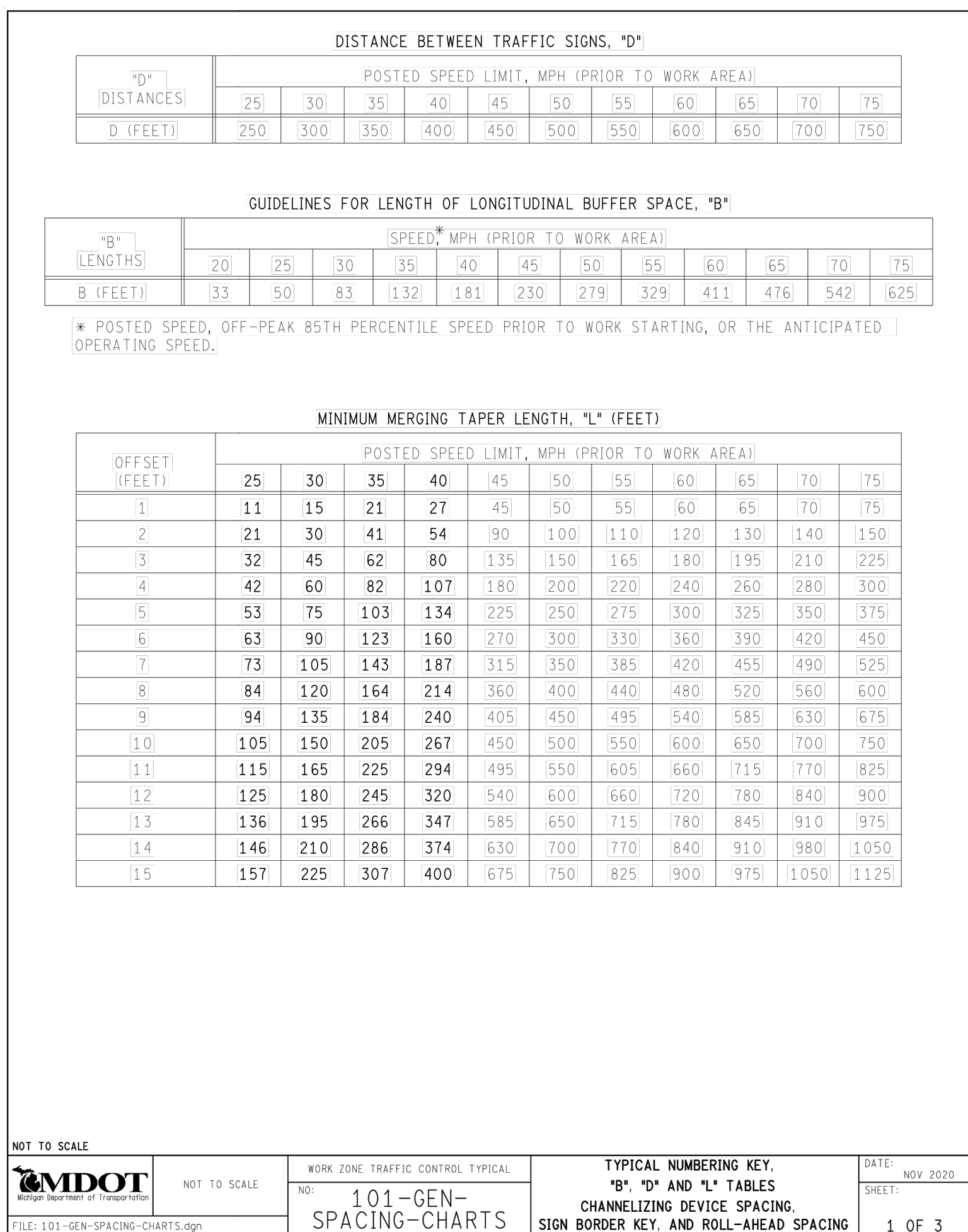
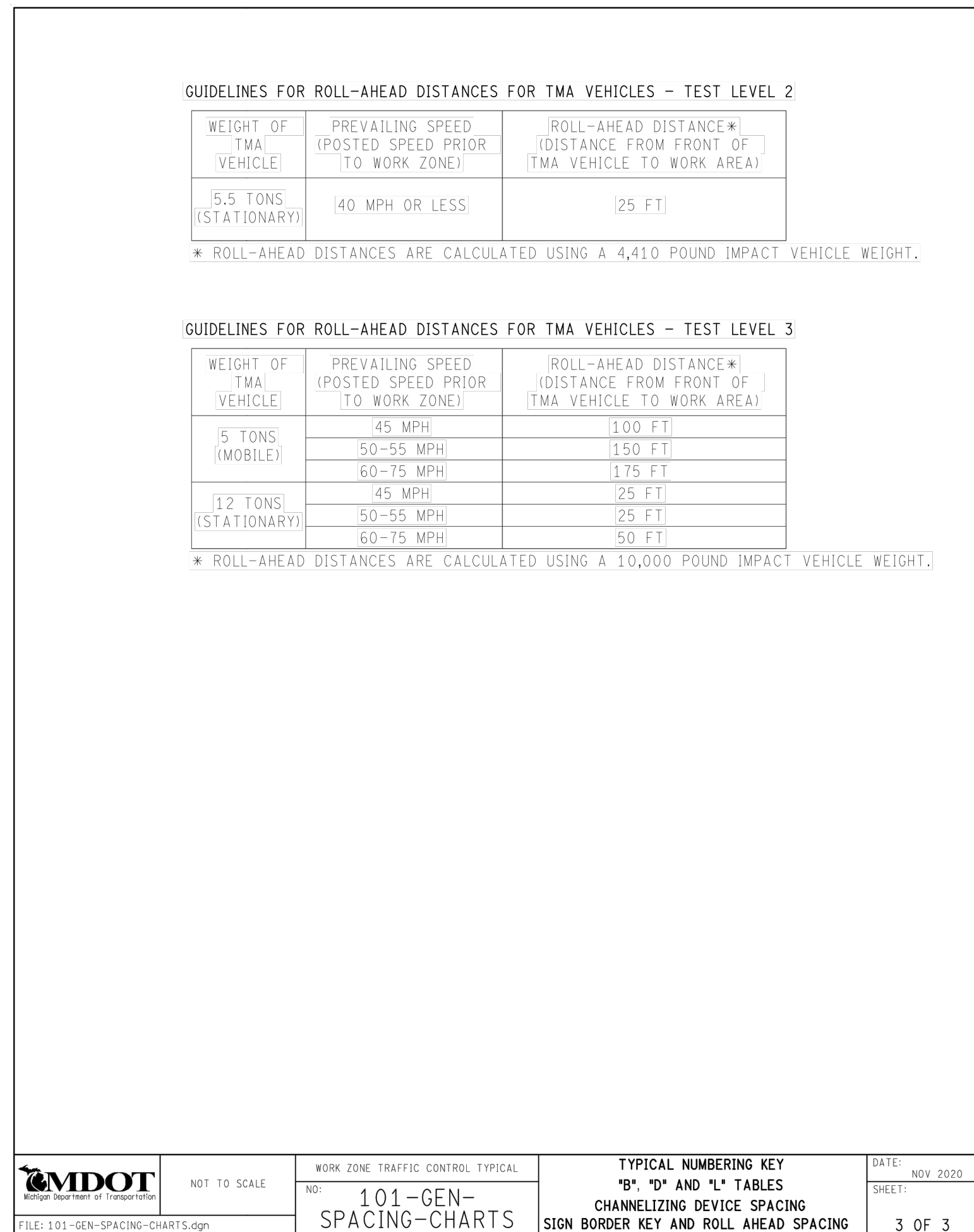
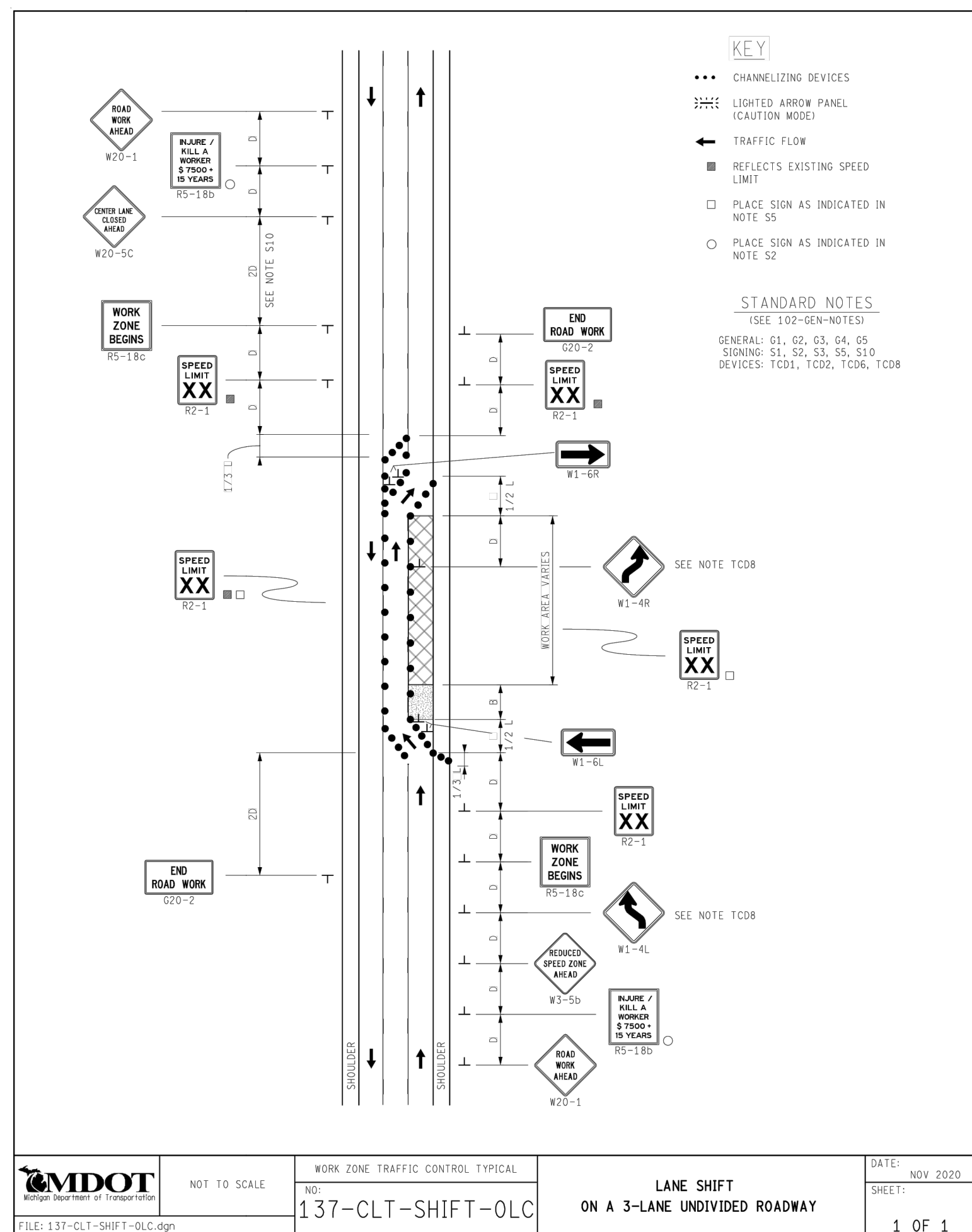
SCALE: N.T.S.

NFE JOB NO.

L485

SHEET NO.

C13





GENERAL NOTES

1. BRICK PAVERS SHALL BE REMOVED BY MEANS WHICH CAUSE NO DAMAGE TO THE BRICKS. BRICKS SHALL BE DELIVERED TO CITY OF BIRMINGHAM DEPARTMENT OF SERVICES AS DIRECTED BY THE ENGINEER.
2. ALL PAVEMENT TO BE REMOVED SHALL BE SAWCUT FULL DEPTH.
3. ANY GRAVEL REPLACEMENT NECESSARY FOR REGRADING DRIVEWAYS SHALL BE CONSIDERED INCLUDED IN THE COST OF CONCRETE DRIVE APPROACH.
4. ALL TREES NOT INDICATED FOR REMOVAL SHALL BE PROTECTED DURING CONSTRUCTION. WHERE NECESSARY, TREE ROOTS SHALL BE CUT CLEANLY. AT NO TIME WILL RIPPING OR TEARING OF TREE ROOTS BE ACCEPTABLE.
5. ALL DRIVEWAYS (BEHIND THE SIDEWALK) SHALL BE REPAIRED WITH A CROSS SECTION WHICH MATCHES THE EXISTING IN THICKNESS, OR A MINIMUM 4.0" BITUMINOUS MIXTURE No. 13A. IF THE EXISTING DRIVEWAY IS GREATER THAN 4.0" IN DEPTH, THE THICKNESS OF THE BITUMINOUS MIXTURE No. 13A SHALL BE ADJUSTED TO MAKE UP THE DIFFERENCE.
6. UNLESS OTHERWISE SHOWN, PROPOSED GRADES IN PROFILE ARE TOP OF CURB GRADES.
7. ROCKS, OR OTHER MISC. DEBRIS WHICH ARE REMOVED SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND SHALL BE REMOVED FROM THE SITE, UNLESS DIRECTED OTHERWISE FROM THE CITY.
8. THE PAY ITEM "ADJUST STRUCTURE COVER" APPLIES ONLY TO PRE-EXISTING STRUCTURES TO BE ADJUSTED TO PROPOSED GRADES AS PART OF CONSTRUCTION.
9. IF THE CONTRACTOR HAS MULTIPLE CREWS WORKING THAT REQUIRES MULTIPLE CITY INSPECTORS ON A GIVEN WORK DAY, THE PAY ITEM "INSPECTOR CREW DAYS" SHALL BE MULTIPLIED BY THE CORRESPONDING NUMBER OF INSPECTORS REQUIRED DURING SAID WORK DAY.

PAVING NOTES

1. PAVEMENT SHALL BE OF THE TYPE, THICKNESS AND CROSS SECTION AS INDICATED ON THE PLANS AND AS FOLLOWS:

CONCRETE ROAD:	BASE COURSE - 21AA CRUSHED LIMESTONE AGGREGATE (8" THICK) MIX - PORTLAND CEMENT TYPE IA (AIR-ENTRAINED), TO COMPLY WITH MDOT P1M REQUIREMENTS.
CONCRETE FLATWORK:	PORTLAND CEMENT TYPE IA (AIR-ENTRAINED), WITH A MINIMUM CEMENT CONTENT OF SIX SACKS PER CUBIC YARD, MINIMUM 28 DAY COMPRESSIVE STRENGTH OF 3,500 PSI AND A SLUMP OF 1.5 TO 3 INCHES. COMPLY WITH MDOT P1 REQUIREMENTS.
ALL CONCRETE PAVEMENT AND FLATWORK MIXES USED ON THIS PROJECT SHALL COMPLY WITH A MINIMUM GROUND GRANULATED BLAST-FURNACE SLAG (GGBS) SUBSTITUTION OF TWENTY-FIVE (25) PERCENT SUBJECT TO SEASONAL LIMITATIONS PER THE MICHIGAN DEPARTMENT OF TRANSPORTATION (MDOT) STANDARD SPECIFICATIONS FOR CONSTRUCTION, 2012 EDITION.	
ASPHALT:	BASE COURSE - 21AA CRUSHED LIMESTONE AGGREGATE (8" THICK)
LEVELING COURSES:	
ASPHALT ROAD -	MDOT HMA MIXTURE No. 4E1 (MAX. APPLICATION RATE 275 POUNDS PER SQUARE YARD)
REPAIR AREAS -	MDOT HMA MIXTURE No. 13A (MAX. APPLICATION RATE 220 POUNDS PER SQUARE YARD)
SURFACE COURSES:	
ASPHALT ROAD -	MDOT HMA MIXTURE No. 5E1 (MAX. APPLICATION RATE 165 POUNDS PER SQUARE YARD)
REPAIR AREAS -	MDOT HMA MIXTURE No. 13A (MAX. APPLICATION RATE 165 POUNDS PER SQUARE YARD)
BOND COAT -	MDOT SS-1H EMULSION AT 0.10 GALLON PER SQUARE YARD

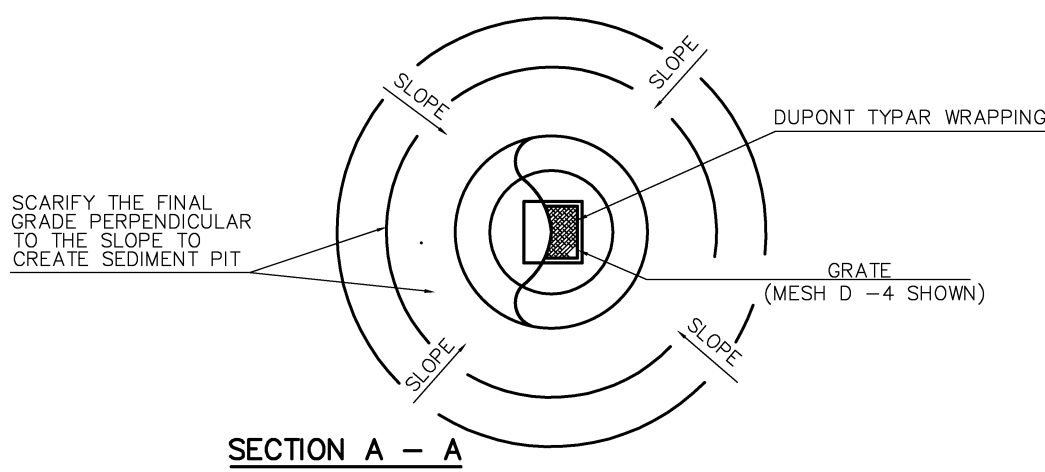
2. PAVEMENT BASE SHALL BE COMPACTED TO 95% OF THE MAXIMUM DENSITY (MODIFIED PROCTOR) PRIOR TO PLACEMENT OF PROPOSED PAVEMENT. EXISTING SUB-BASE SHALL BE PROOF-ROLLED IN THE PRESENCE OF THE ENGINEER TO DETERMINE STABILITY.
3. ALL CONCRETE PAVEMENT, DRIVEWAYS, CURB & GUTTER, ETC., SHALL BE SPRAY CURED WITH WHITE MEMBRANE CURING COMPOUND IMMEDIATELY FOLLOWING FINISHING OPERATION.
4. ALL CONCRETE PAVEMENT JOINTS SHALL BE FILLED WITH HOT POURED RUBBERIZED ASPHALT JOINT SEALING COMPOUND IMMEDIATELY AFTER SAWCUT OPERATION. FEDERAL SPECIFICATION SS-S164.
5. ALL WORKMANSHIP AND MATERIALS SHALL BE IN ACCORDANCE WITH THE CURRENT STANDARDS AND SPECIFICATIONS OF THE MUNICIPALITY AND THE MICHIGAN DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR CONSTRUCTION, 2003 EDITION.
6. ALL TOP OF CURB ELEVATIONS, AS SHOWN ON THE PLANS, ARE CALCULATED FOR A 6" CONCRETE CURB UNLESS OTHERWISE NOTED.
7. ALL SIDEWALK RAMPS, CONFORMING TO PUBLIC ACT NO. 8, 1993, SHALL BE INSTALLED AS INDICATED ON THE PLANS.
8. CONSTRUCTION OF A NEW OR RECONSTRUCTED DRIVE APPROACH CONNECTING TO AN EXISTING STATE OR COUNTY ROADWAY SHALL BE ALLOWED ONLY AFTER AN APPROVED PERMIT HAS BEEN SECURED FROM THE AGENCY HAVING JURISDICTION OVER SAID ROADWAY.
9. FOR ANY WORK WITHIN THE PUBLIC RIGHT-OF-WAY, THE CONTRACTOR SHALL PAY FOR AND SECURE ALL NECESSARY PERMITS AND LIKEWISE ARRANGE FOR ALL INSPECTION.
10. EXISTING TOPSOIL, VEGETATION AND ORGANIC MATERIALS SHALL BE STRIPPED AND REMOVED FROM PROPOSED PAVEMENT AREA PRIOR TO PLACEMENT OF BASE MATERIALS (INCLUDED IN PAVING WORK).
11. EXPANSION JOINTS SHOULD BE INSTALLED AT THE END OF ALL INTERSECTION RADII.
12. SIDEWALK RAMPS, CONFORMING TO PUBLIC ACT NO. 8, 1973, SHALL BE INSTALLED AS SHOWN AT ALL STREET INTERSECTIONS AND AT ALL BARRIER FREE PARKING AREAS AS INDICATED ON THE PLANS.
13. ALL PAVEMENT AREAS SHALL BE PROOF-ROLLED UNDER THE SUPERVISION OF A GEOTECHNICAL ENGINEER PRIOR TO THE PLACEMENT OF BASE MATERIALS AND PAVING MATERIALS.
14. FILL AREAS SHALL BE MACHINE COMPACTED IN UNIFORM LIFTS NOT EXCEEDING 9 INCHES THICK TO 95% OF THE MAXIMUM DENSITY (MODIFIED PROCTOR) PRIOR TO PLACEMENT OF PROPOSED PAVEMENT.
15. R.A.P. NOT ALLOWED IN SURFACE / TOP COURSE OF ASPHALT.

WATER MAIN NOTES

1. ALL WATER MAINS 4" AND LARGER SHALL BE DUCTILE IRON PIPE THICKNESS CLASS 54, WITH PUSH ON TYPE JOINTS AND ZINC COATING PER CITY REQUIREMENTS.
2. NEW WATER MAINS SHALL BE INSTALLED WITH A MINIMUM 5 FEET OF COVER. EXCEPTIONS WILL BE ALLOWED WHEN NECESSARY TO CONNECT TO EXISTING MAIN OR WHEN AUTHORIZED BY THE ENGINEER.
3. KNOWN WATER SERVICES BASED ON FIELD INFORMATION OR CITY RECORDS ARE SHOWN ON THE PLANS AS FOLLOWS: "C" = COPPER, "L" = LEAD AND "W.S." = WATER SERVICE TYPE UNKNOWN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONNECTING ALL EXISTING SERVICES TO THE NEW MAIN AFTER IT HAS BEEN APPROVED FOR USE.
4. COAT ALL BOLTS ON MECHANICAL FITTINGS WITH TAR.
5. HYDRANT CONNECTION TO CONSIST OF 6" DUCTILE IRON PIPE, 6" GATE VALVE AND BOX, AND HYDRANT. HYDRANT SHALL BE ELIUM MODEL 58R WITH 6" MECHANICAL JOINT INLET, TWO PUMPER INLETS, ALL OPENING LEFT, 5'-6" TRENCH, PLUGGED DRAIN AND BLOCK BOLTS.
6. INSTALL GATE VALVE AS CLOSE TO HYDRANT AS PRACTICABLE.
7. GATE VALVES 4" AND LARGER MAY BE MUELLER BRAND SPECIFIED, OR APPROVED EQUIVALENT. ALL MATERIALS RELATIVE TO WATER SERVICE CONNECTIONS SHALL BE MUELLER BRAND.
8. IN ABANDONING MAINS, THE FOLLOWING SHALL BE DONE: PLUG ALL OPEN PIPE ENDS WITH MASONRY, DISCONNECT MAINS WHICH ARE TO BE ABANDONED FROM FITTINGS AT LIVE MAINS AND PLUG AND BLOCK THOSE FITTINGS. FILL MAIN TO BE ABANDONED WITH GROUT OR HYDRAULIC CEMENT.
9. WORK INDICATED BY (A) SHALL BE PERFORMED AFTER THE NEW MAINS ARE PLACED IN SERVICE.
10. THE LOCATIONS AND TYPES OF SERVICE LEADS IS BASED ON THE BEST AVAILABLE INFORMATION. THE EXACT LOCATION OF SERVICE LEADS SHALL BE FIELD VERIFIED BY THE CONTRACTOR.
11. WHERE APPLICABLE, THE APPROPRIATE SECTIONS OF EXISTING WATERMAIN SHALL BE SHUTDOWN AND DEPRESSURIZED PRIOR TO A) CUTTING AND REMOVING, B) CUTTING AND INSTALLING PROPOSED TEE CONNECTIONS, C) PERFORMING ANY AND ALL OTHER WORK AROUND/ADJACENT TO HYDRANTS AND ALL OTHER CONNECTIONS, WHILE MEETING AND/OR EXCEEDING APPLICABLE INDUSTRY SAFETY PRECAUTIONS AND MICHIGAN STANDARDS.

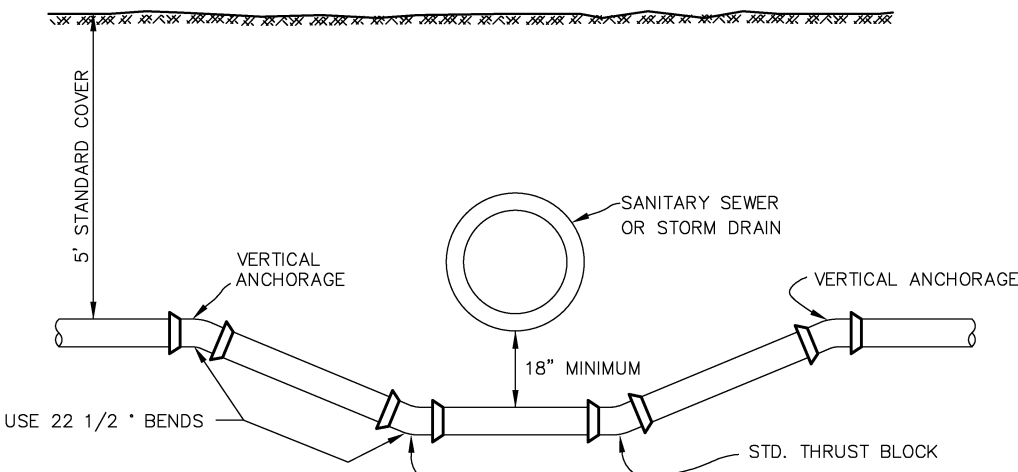
STORM SEWER NOTES (where applicable)

1. ALL WORKMANSHIP AND MATERIALS SHALL BE IN ACCORDANCE WITH THE CURRENT STANDARDS AND SPECIFICATIONS OF THE MUNICIPALITY, THE MUNICIPALITY STANDARD NOTES, DETAILS AND SPECIFICATIONS SHALL BE INCORPORATED AS PART OF THESE PLANS.
2. ALL STORM SEWER TRENCHES UNDER OR WITHIN THREE (3) FEET OF EXISTING OR PROPOSED PAVEMENT SHALL BE BACK FILLED WITH MDOT CLASS II MATERIAL (SAND) AND BE MACHINE COMPACTED TO A MINIMUM OF 90% OF THE MATERIAL'S MAXIMUM DENSITY. PAVEMENT SHALL INCLUDE PARKING LOTS, DRIVE APPROACHES, 90 CURB & GUTTER AND ADJACENT WALKS.
3. ALL STORM SEWER PIPE SHALL BE INSTALLED ON CLASS "B" BEDDING OR BETTER UNLESS OTHERWISE INCLUDED ON THE PLANS.
4. STORM SEWER SHALL BE OF THE TYPE, SIZE & CLASS DESIGNATION INDICATED ON THE PLANS AND LIKEWISE BE INSTALLED AT THE PROPOSED LINE & GRADE INDICATED.
5. ALL STORM SEWER PIPE SHALL BE REINFORCED CONCRETE PIPE CONFORMING TO ASTM SPECIFICATION C-76 CL IV.
6. ALL MAN HOLE, CATCH BASIN, INLET, REAR YARD DRAINAGE STRUCTURES AND COVERS SHALL BE AS INDICATED ON THE PLANS AND CONSTRUCTED IN ACCORDANCE WITH MUNICIPALITY STANDARDS.
7. INSTALL TRAPS ON THE FIRST CATCH BASIN (TYPICALLY A 4' DIAMETER STRUCTURE WITH 2' SUMP) THAT IS UPSTREAM OF ITS CONNECTION TO A MAINLINE STORM OR SEWER MANHOLE, TO CAPTURE FLOATABLES AND TO MINIMIZE ESCAPE OF ODOR.
8. THE CONTRACTOR SHALL NOTIFY MISS DIG (1-800-482-7171) A MINIMUM OF THREE (3) WORKING DAYS PRIOR TO THE START OF CONSTRUCTION.
9. EXACT GRADES AND INVERTS OF PROPOSED STORM SEWER ARE TO BE CHECKED WITH THE FIELD ENGINEER PRIOR AND DURING INSTALLATION. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE DESIGN ENGINEER OF ANY PLAN INCONSISTENCY AND/OR UTILITY CONFLICTS.
10. ALL STORM SEWER PIPE JOINTS SHALL BE "PREMIUM JOINT" MODIFIED GROOVED TONGUE (M.G.T.) WITH SYNTHETIC RUBBER GASKETS CONFORMING TO ASTM SPECIFICATION C-443 & C-361, UNLESS OTHERWISE INDICATED ON THE PLANS.
11. FACILITY MANUFACTURED PRECAST TEE SECTIONS SHALL BE FOR ROOF DRAINS AND/OR SUMP PUMP LEADS AND LATERALS WHERE INDICATED ON THE PLANS. BLIND TOP CONNECTIONS INTO STORM SEWER WILL NOT BE PERMITTED BY BREAKING PIPE WALL.
12. THE CONTRACTOR SHALL PAY FOR AND SECURE ALL NECESSARY PERMITS AND LIKEWISE ARRANGE FOR ALL SITE INSPECTIONS.



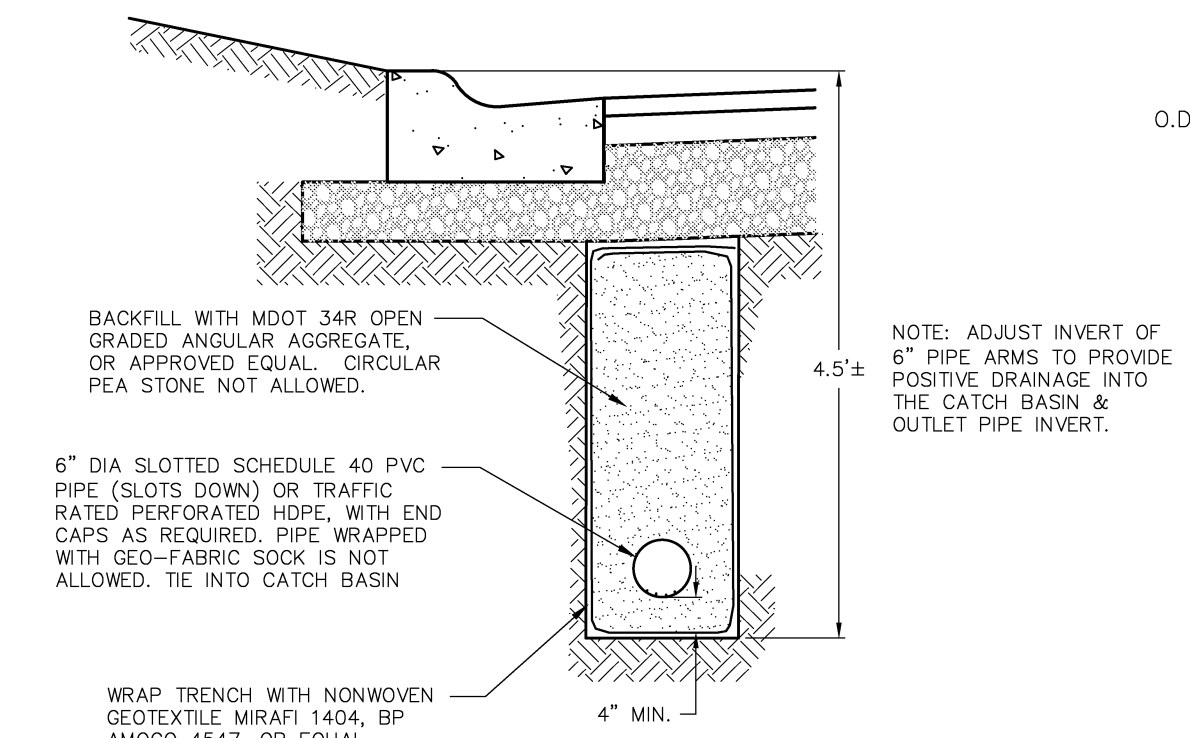
LOW POINT INLET FILTER & SEDIMENT PIT DETAIL

N.T.S.



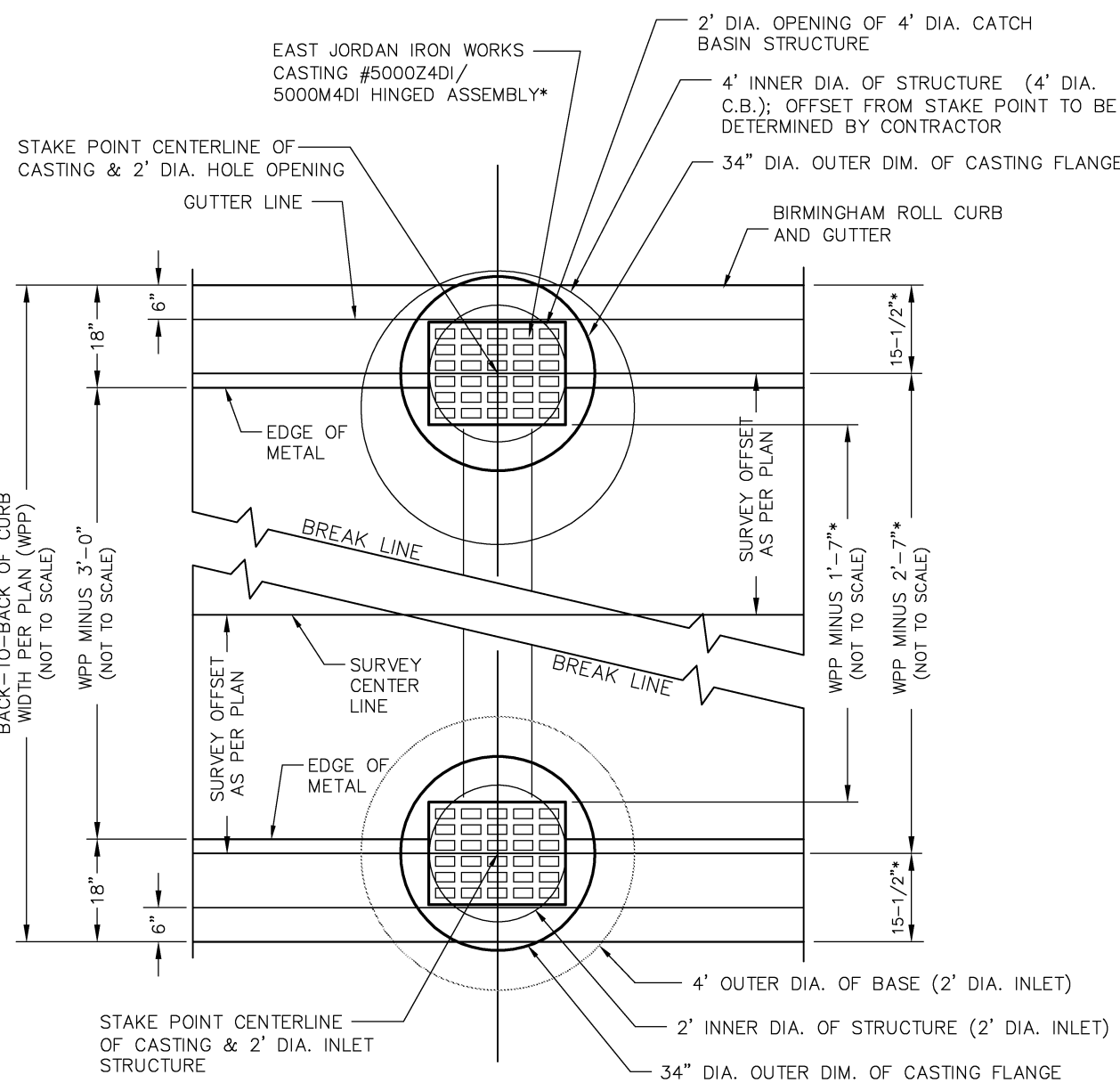
STANDARD SEWER OR STORM CROSSING

N.T.S.



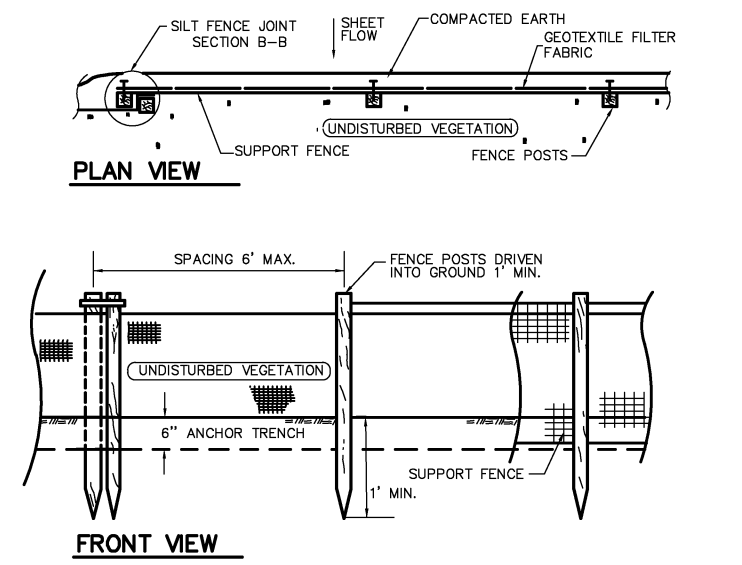
6" PERFORATED PIPE UNDERDRAIN DETAIL

N.T.S.



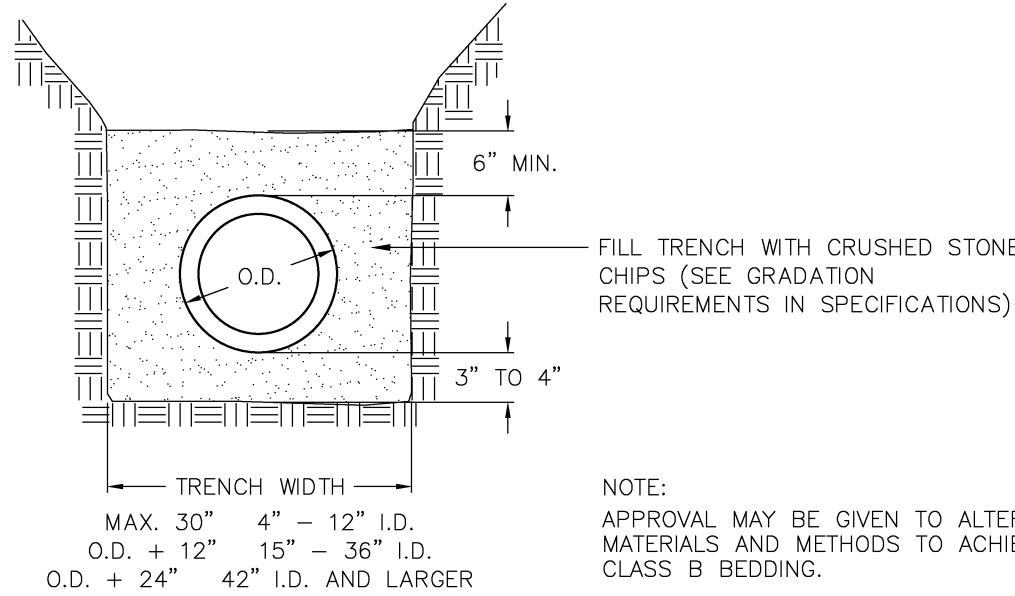
CURB, CATCH BASIN & INLET ALIGNMENT DETAIL PLAN VIEW

SCALE: 1" = 2'



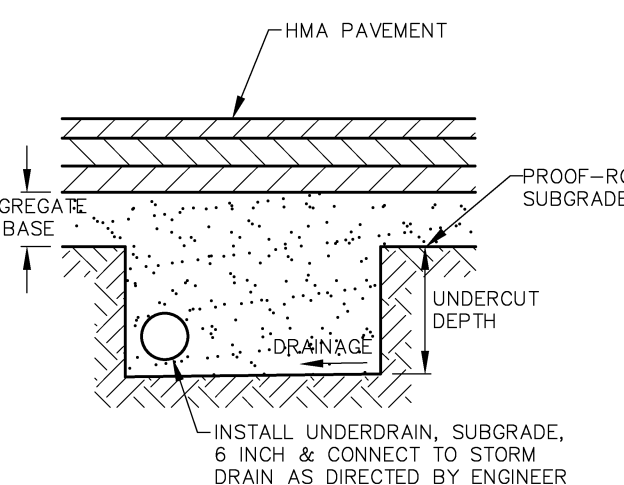
SILT FENCE DETAIL

N.T.S.



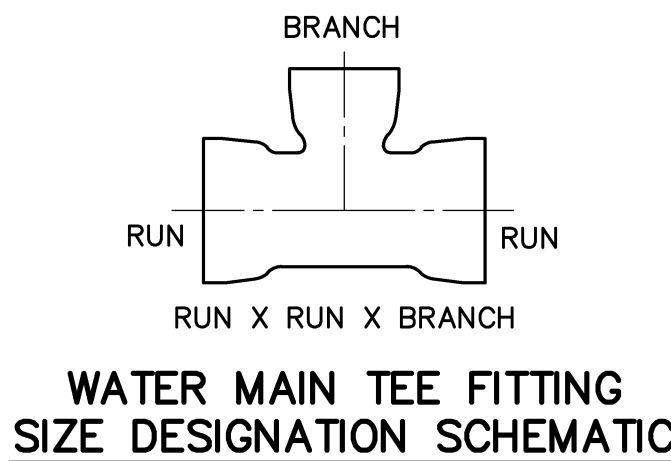
STANDARD PIPE BEDDING

N.T.S.



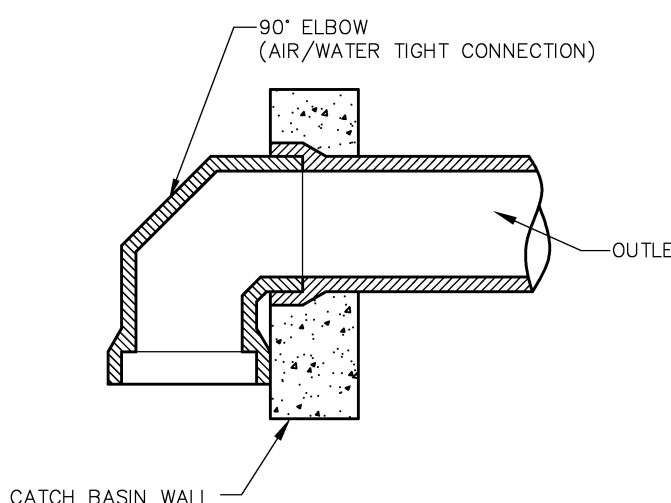
UNDERCUT DETAIL

N.T.S.



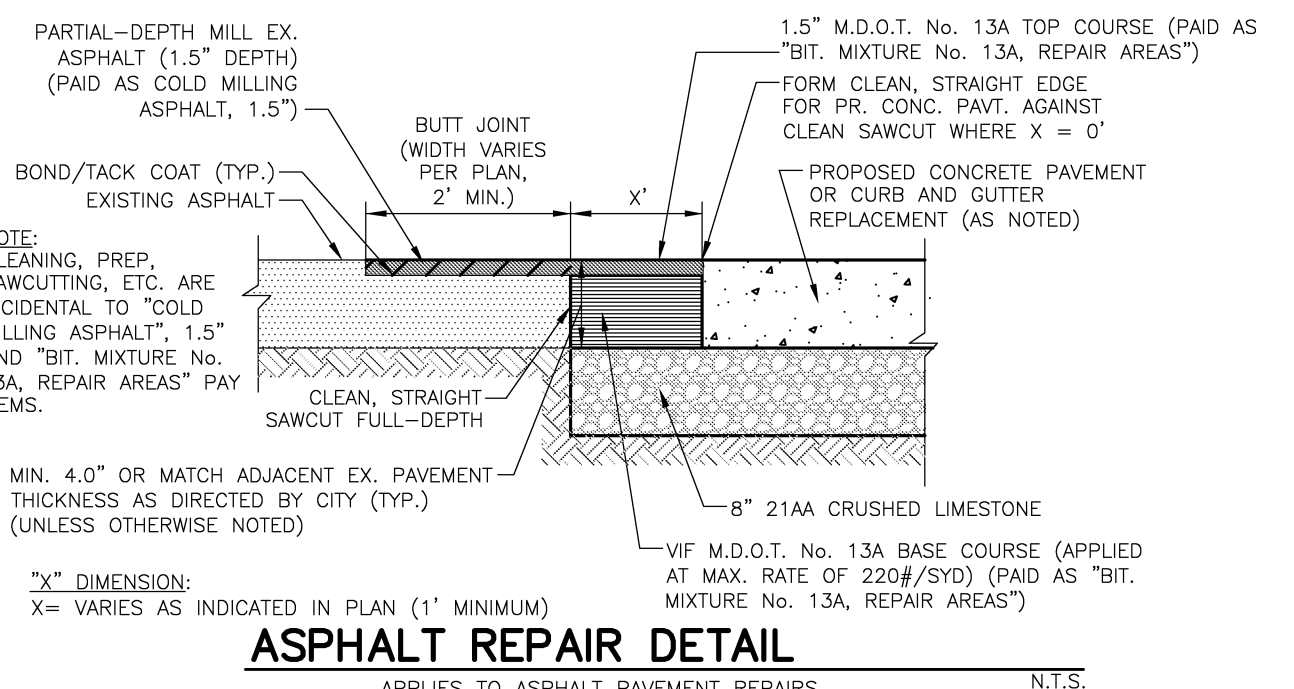
WATER MAIN TEE FITTING SIZE DESIGNATION SCHEMATIC

N.T.S.



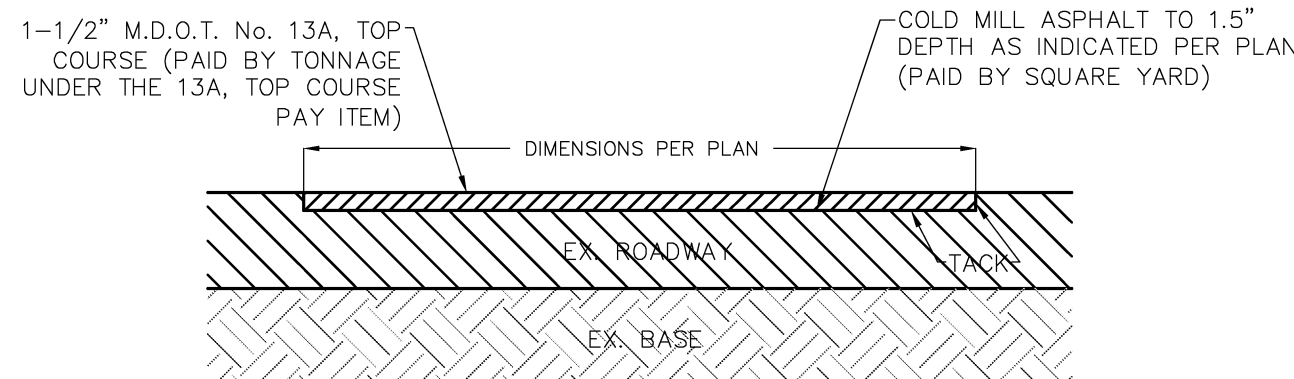
SEWER TRAP

N.T.S.



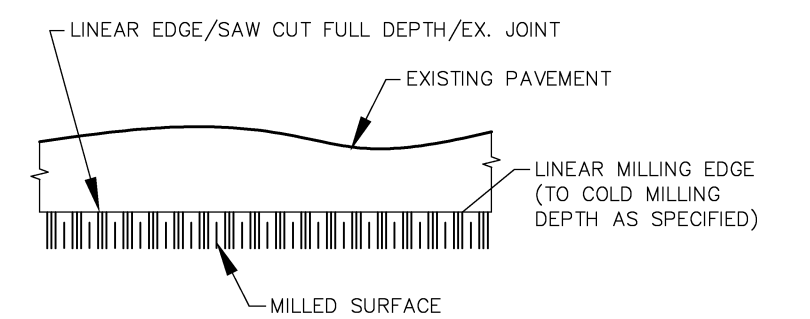
ASPHALT REPAIR DETAIL

N.T.S.



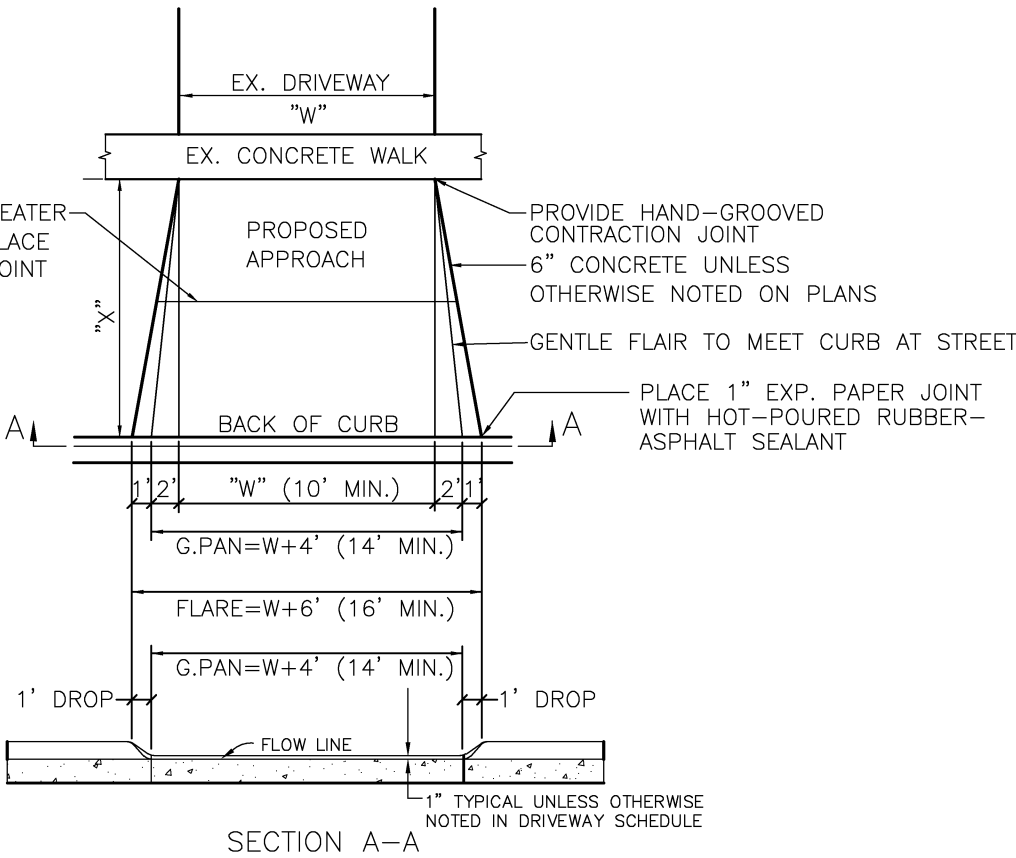
COLD MILL ASPHALT DETAIL

N.T.S.



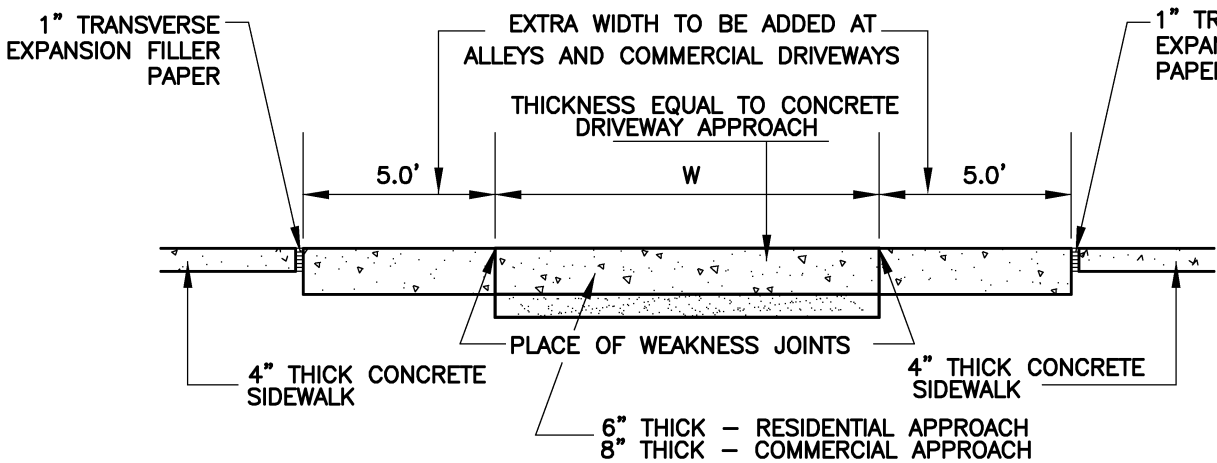
LINEAR MILLING/SAWCUT EDGE DETAIL

N.T.S.



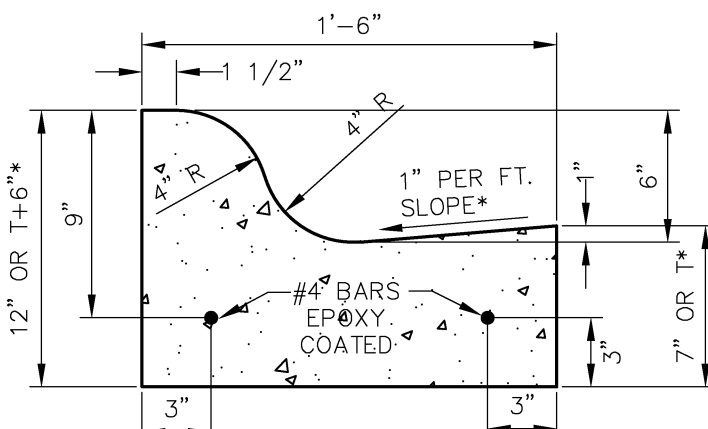
CONCRETE DRIVE APPROACH - DETAIL 'L'

N.T.S.



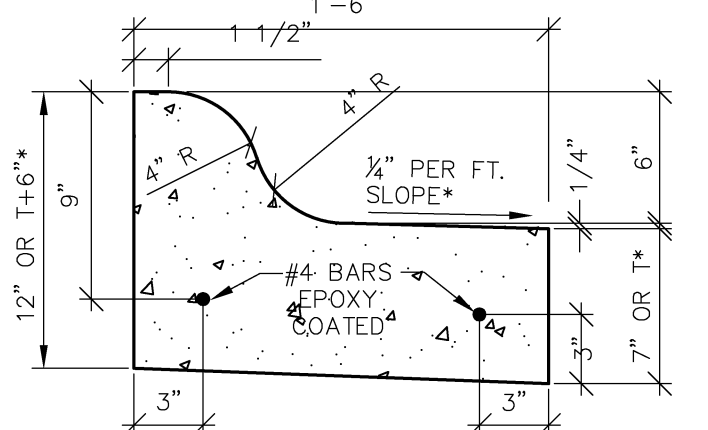
THICKENED CONCRETE SIDEWALK (PLAIN)

N.T.S.



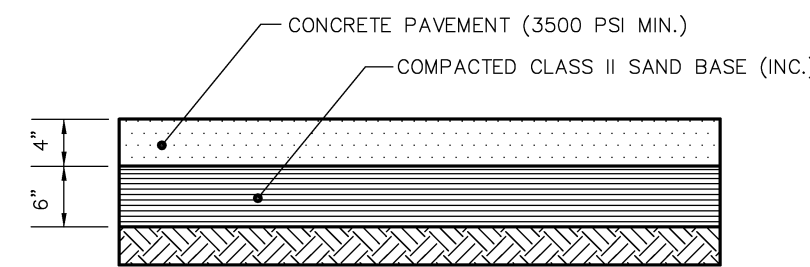
BIRMINGHAM 6" ROLL CURB CONCRETE CURB & STANDARD GUTTER DETAIL

N.T.S.



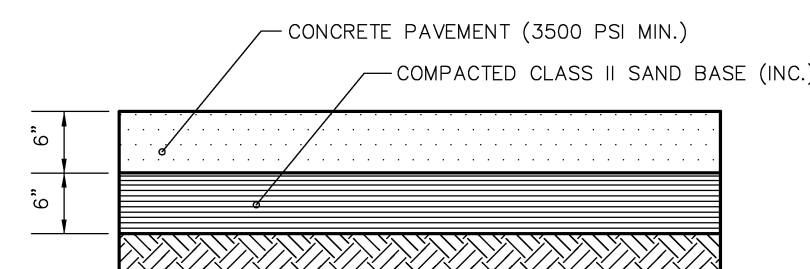
BIRMINGHAM 6" ROLL CURB CONCRETE CURB & REVERSE GUTTER DETAIL

N.T.S.



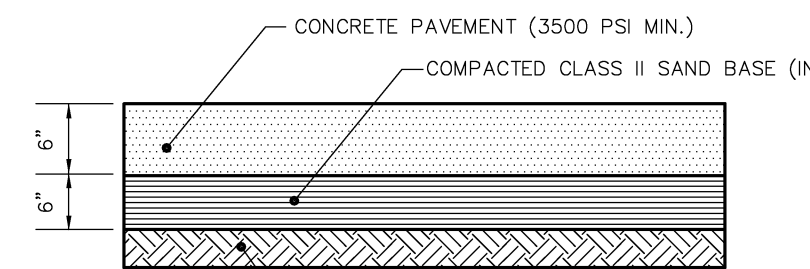
4" CONCRETE SIDEWALK SECTION

N.T.S.



6" CONCRETE SIDEWALK SECTION

N.T.S.



TYPICAL CONCRETE SECTION FOR RESIDENTIAL APPROACH

N.T.S.



NOWAK & FRAUS ENGINEERS  
46777 WOODWARD AVE.  
PONTIAC, MI 48342-5032  
TEL (248) 332-7931  
FAX. (248) 332-8257

PROJECT  
Grant Street Paving Project  
Contract # 1-21 (P)

CLIENT  
  
Engineering Department  
151 Martin Street  
Birmingham, MI 48012

PROJECT LOCATION  
Part of the Southeast 1/4 of  
Section 36, Town 2 North,  
Range 10 East, City of  
Birmingham, Oakland  
County, Michigan

SHEET  
Notes & Details

  
Know what's below  
Call before you dig.

DATE ISSUED/REVISED  
02-27-21 CITY REVIEW  
03-15-21 BIDS

DRAWN BY:  
G. Viju  
DESIGNED BY:  
P. Tulikangas  
APPROVED BY:  
B. Buchholz  
DATE:  
March 3, 2020  
SCALE: N.T.S.

NFE JOB NO. SHEET NO.  
L485 C14

PROJECT

Grant Street Paving Project  
Contract # 1-21 (P)

CLIENT

  
Engineering Department  
151 Martin Street  
Birmingham, MI 48012

PROJECT LOCATION

Part of the Southeast  $\frac{1}{4}$  of  
Section 36, Town 2 North,  
Range 10 East, City of  
Birmingham, Oakland  
County, Michigan

SHEET

Quantities



DATE      ISSUED/REVISED

02-27-21 CITY REVIEW

03-15-21 BIDS

DRAWN BY:

G. Viju

DESIGNED BY:

P. Tulikangas

APPROVED BY:

B. Buchholz

DATE:

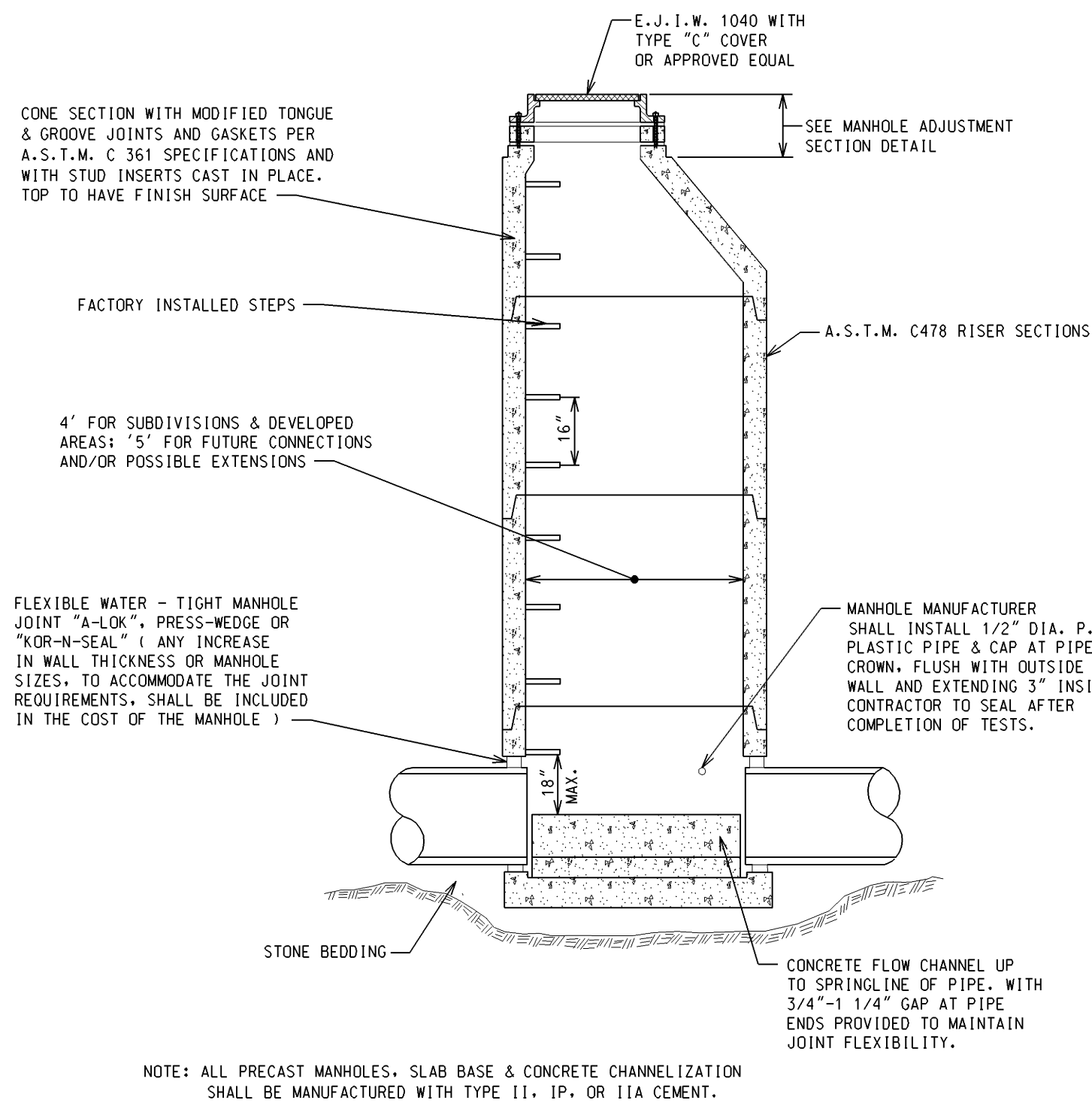
March 3, 2020

SCALE:

N.T.S.

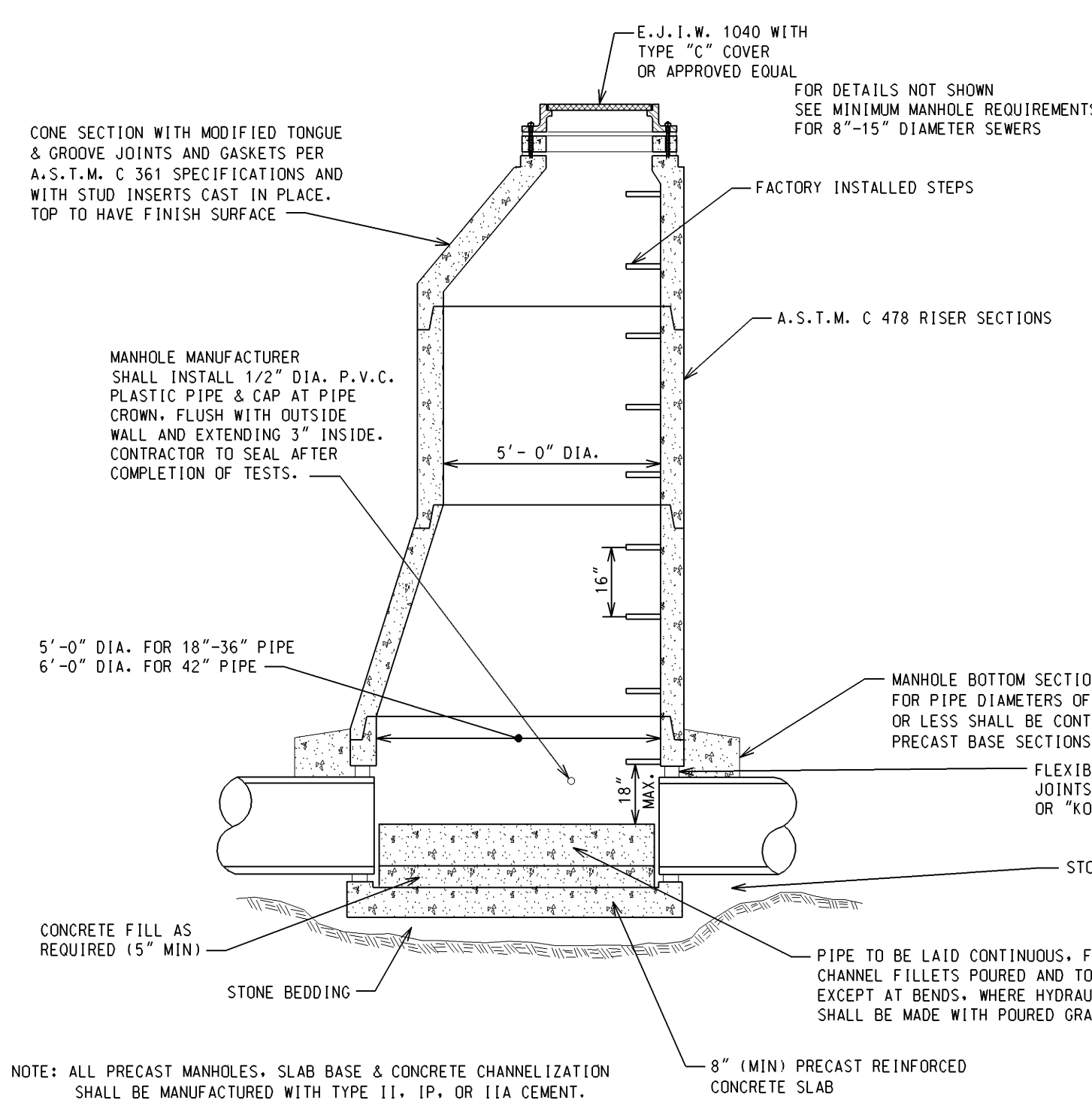
NO.	ITEM DESCRIPTION	PAY UNIT	SHEET C1	SHEET C2	SHEET C3	SHEET C4 ST. JAMES PARK	TOTAL QUANTITY
SEWER PAY ITEMS							
1	24" Combined Sewer, C76, CL-IV, Trench A	LF	-	262	28	-	290
2	18" Combined Sewer, C76, CL-IV, Trench A	LF	-	-	-	441	441
3	12" Combined Sewer, C76, CL-IV, Trench A	LF	-	-	162	-	162
4	12" Storm Sewer, C76, CL-IV, Trench A	LF	177	143	122	-	442
5	Sewer Service, 6" PVC SDR 23.5	LF	25	-	55	-	80
6	Construct 5' Diameter Manhole over Ex. Comb. Sewer	EA	-	1	1	-	2
7	New 5'-0" Diameter Manhole	EA	-	1	1	-	2
8	Construct 4' Diameter Manhole over Ex. Comb. Sewer	EA	-	-	-	1	1
9	New 4'-0" Diameter Manhole	EA	-	-	2	-	2
10	New 4'-0" Diameter Catch Basin	EA	3	2	3	-	8
11	New 2'-0" Diameter Inlet	EA	3	2	1	-	6
12	6" Perforated Pipe Underdrain (No sock)	LF	703	580	519	-	1,802
13	Sewer Tap, 18"	EA	-	-	-	1	1
14	Sewer Tap, 12"	EA	3	-	-	-	3
15	Sewer Service Tap, 6"	EA	-	-	3	-	3
16	Sewer Service Connection, 6"	EA	1	-	-	-	1
17	Reconstruct Manhole (if and where needed)	VF	-	-	-	-	30
18	Remove & Replace Structure Cover (as directed by City)	LB	-	-	-	-	1,800
19	Remove Ex. Manhole	EA	1	1	2	-	4
20	Remove Ex. Drainage Structure	EA	6	3	2	-	11
21	Bulkhead, 12"	EA	3	0	0	-	3
22	Bulkhead, 6" & Under	EA	-	-	-	-	5
SUBTOTAL SEWER PAY ITEMS							
WATER MAIN PAY ITEMS							
23	8" D.I. CL 54 Water Main w/ Polywrap & Zinc Coating, Trench A	LF	429	329	324	-	1,082
24	6" D.I. CL 54 Water Main w/ Polywrap & Zinc Coating, Trench A	LF	9	-	-	-	9
25	4" D.I. CL 54 Water Main w/ Polywrap & Zinc Coating, Trench A	LF	8	-	-	-	8
26	Fire Hydrant Assembly, Complete	EA	1	-	-	-	1
27	8" Gate Valve & Box	EA	3	1	1	-	5
28	8" Water Main Connection to Ex. 12" Water Main	EA	-	-	1	-	1
29	8" Water Main Connection to Ex. 8" Water Main	EA	2	2	2	-	6
30	4" Water Main Connection to Ex. 4" Water Main	EA	2	-	-	-	2
31	New Water Service, 1" PEX, Private Property (Bored)	LF	-	-	12	-	12
32	New Water Service, 1", Trench A, Copper	LF	52	45	55	-	152
33	Water Service Connection, 2"	EA	-	-	1	-	1
34	Water Service Connection, 1"	EA	3	1	2	-	6
35	New Water Service, 1.0" Connection at Meter, 611 Ruffner	EA	-	-	1	-	1
36	Install Curb Stop & Box (Materials Provided by City), 1"	EA	-	-	2	-	2
37	Hydra-Stop, 12"	EA	-	-	-	-	2
38	Hydra-Stop, 8"	EA	-	-	-	-	2
39	Hydra-Stop, 4"	EA	-	-	-	-	2
40	Abandon Water Mains, Entire Project	LS	-	-	-	-	1
SUBTOTAL WATER MAIN PAY ITEMS							
PAVING PAY ITEMS							
41	Earth Excavation	CY	500	400	300	-	1,200
42	Subgrade Undercutting	CY	75	60	45	-	180
43	Salvaging Brick Pavers	SF	36	-	-	-	36
44	Removing Asphalt Drive Approach	SY	-	13	-	-	13
45	Removing Concrete Drive Approach	SY	52	14	89	-	155
46	Removing Concrete Sidewalk & Ramp (sawcutting included)	SY	110	50	30	-	190
47	Removing Pavement Full Depth (Curb & Gutter included)	SY	1,450	1,199	1,113	-	3,762
48	Cold Milling Asphalt, 1.5"	SY	-	7	8	-	15
49	Bituminous Mixture No. 13A, Repair Areas	TON	-	15	6	-	21
50	Aggregate Base, MDOT 21AA Limestone, 8"	SY	1,555	1,221	1,168	-	3,944
51	Concrete Pavement, Non-reinforced, 7", incl. integral 6" Curb	SY	1,480	1,223	1,112	-	3,815
52	Concrete Drive Approach, 6"	SY	52	28	88	-	168
53	Concrete Sidewalk, 6" (Includes Ramps)	SF	380	130	80	-	590
54	Concrete Sidewalk, 4"	SF	800	340	190	-	1,330
55	Handicap Ramp Truncated Domes	SF	145	45	-	-	190
56	Remove & Replace Concrete Curb & Gutter	LF	-	46	10	-	56
57	Adjust Structure Cover	EA	4	1	1	-	6
58	Maintenance Aggregate for Entire Project	LS	-	-	-	-	1
SUBTOTAL PAVING PAY ITEMS							
GENERAL PAY ITEMS							
59	Mobilization	LS	-	-	-	-	1
60	Pavement Marking, Waterborne, 24 inch Crosshatching, White	LF	228	90	42	-	360
61	Restoration - St. James Park	LS	-	-	-	-	1
62	Water and Sewer Allowance	LS	-	-	-	-	1
63	Salvage Existing Signs	LS	-	-	-	-	1
64	Sign Post, U-Channel	LF	-	-	-	-	24
65	Tree Protection, 3" Dia. Or Greater	EA	6	5	6	-	17
66	Mulch, 3"	SY	20	15	20	-	55
67	Topsoil, 3"	SY	450	350	350	-	1,150
68	Sod, Class A	SY	450	350	350	-	1,150
69	Inlet Filter	EA	2	4	4	-	10
70	Inlet Sediment Pit	EA	2	4	4	-	10
71	Traffic Maintenance & Control	LS	-	-	-	-	1





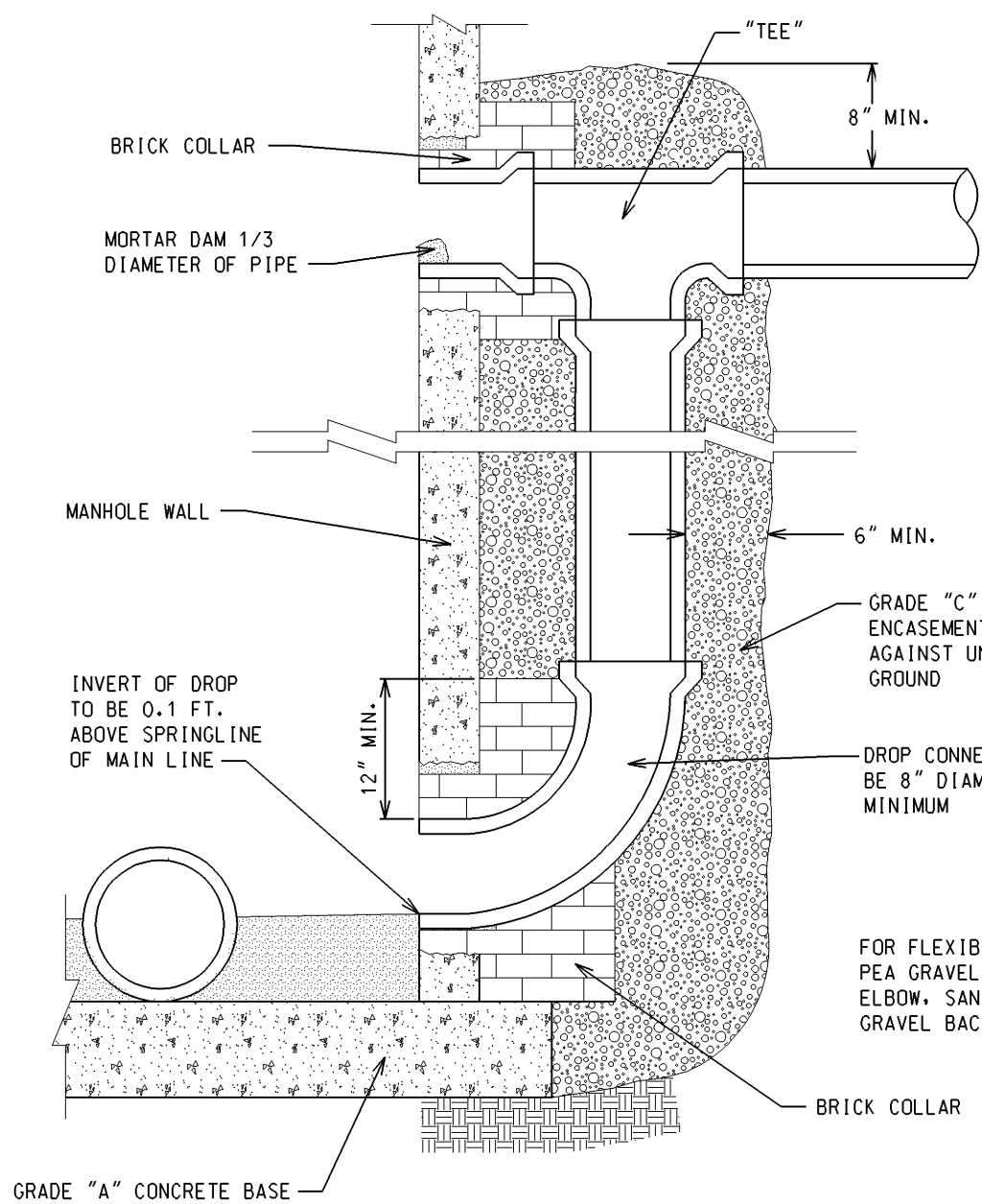
### SEWER MANHOLE

( 8" THRU 15" DIA. SEWERS )

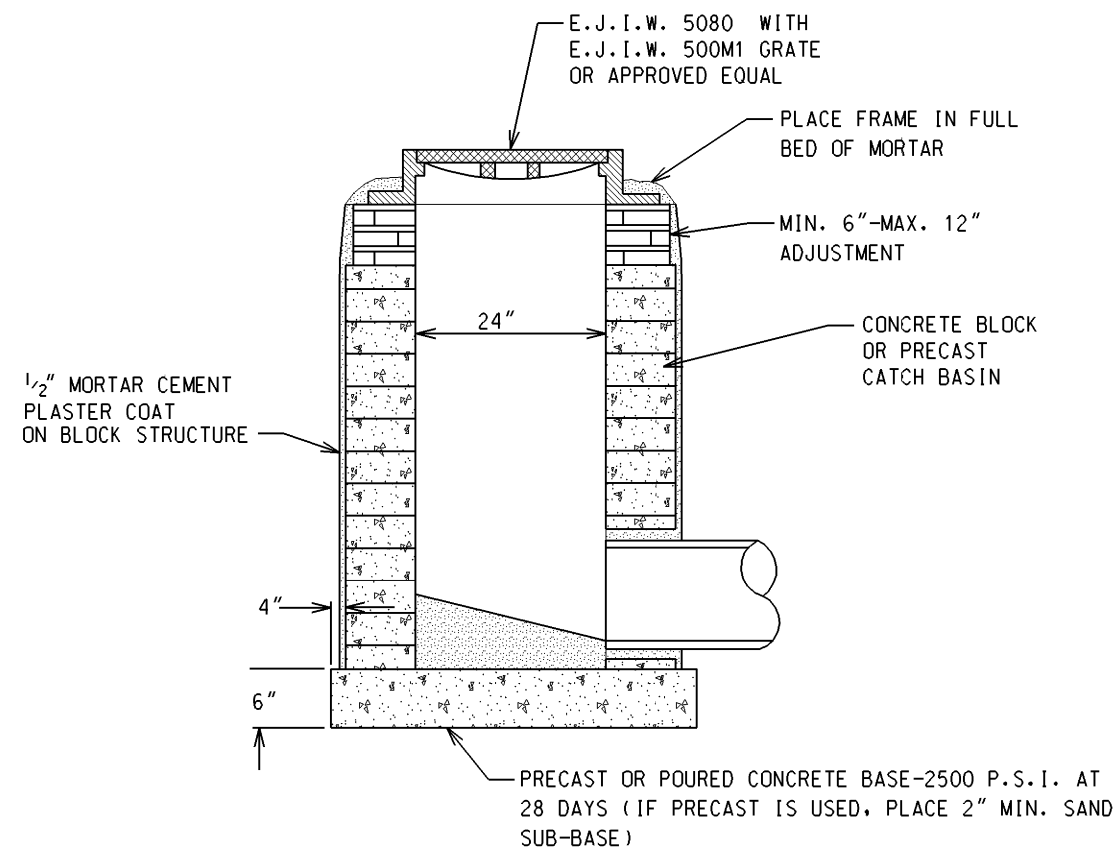


### SEWER MANHOLE

( 18" THRU 42" DIA. SEWERS )

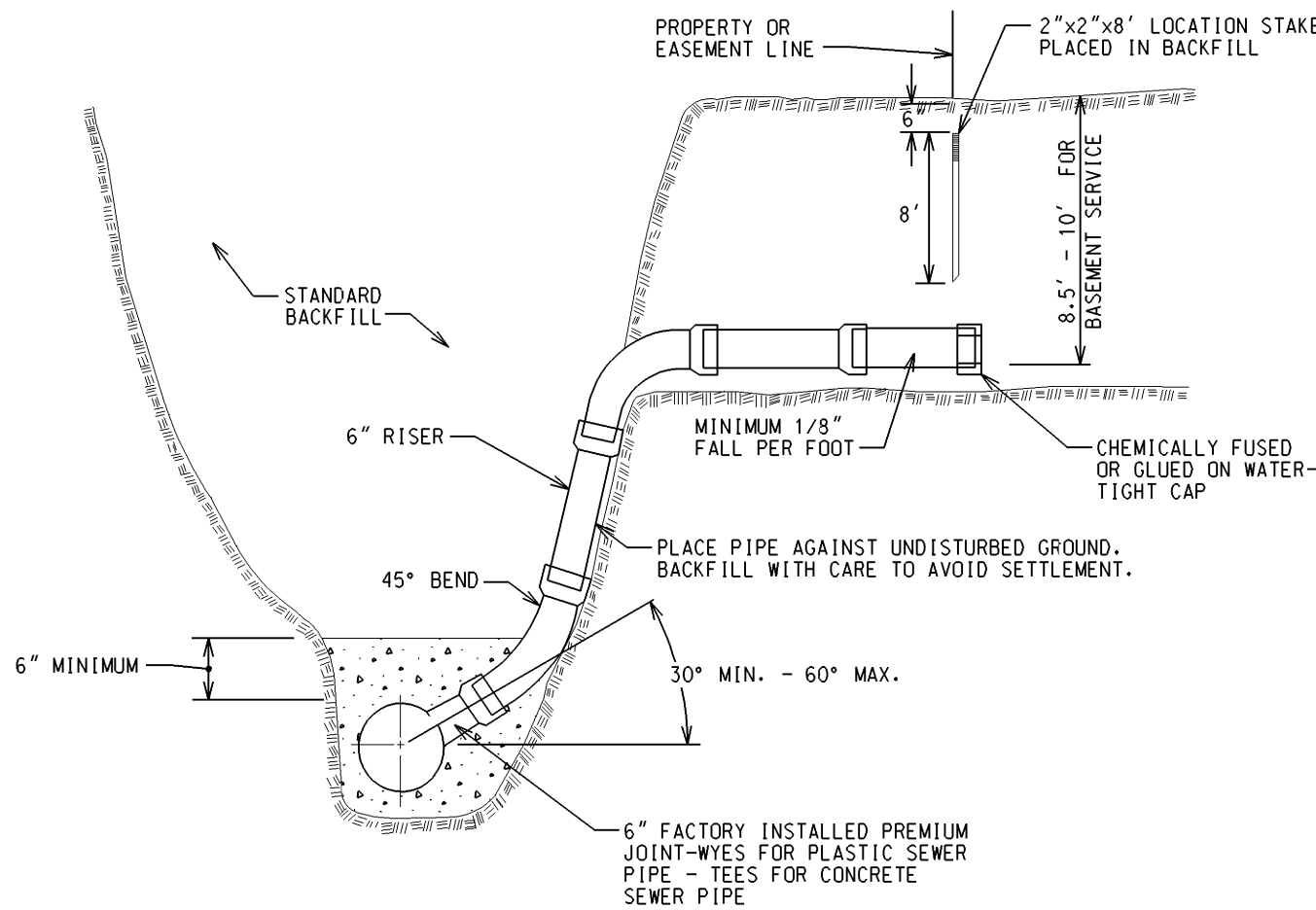


### EXTERNAL DROP CONNECTION



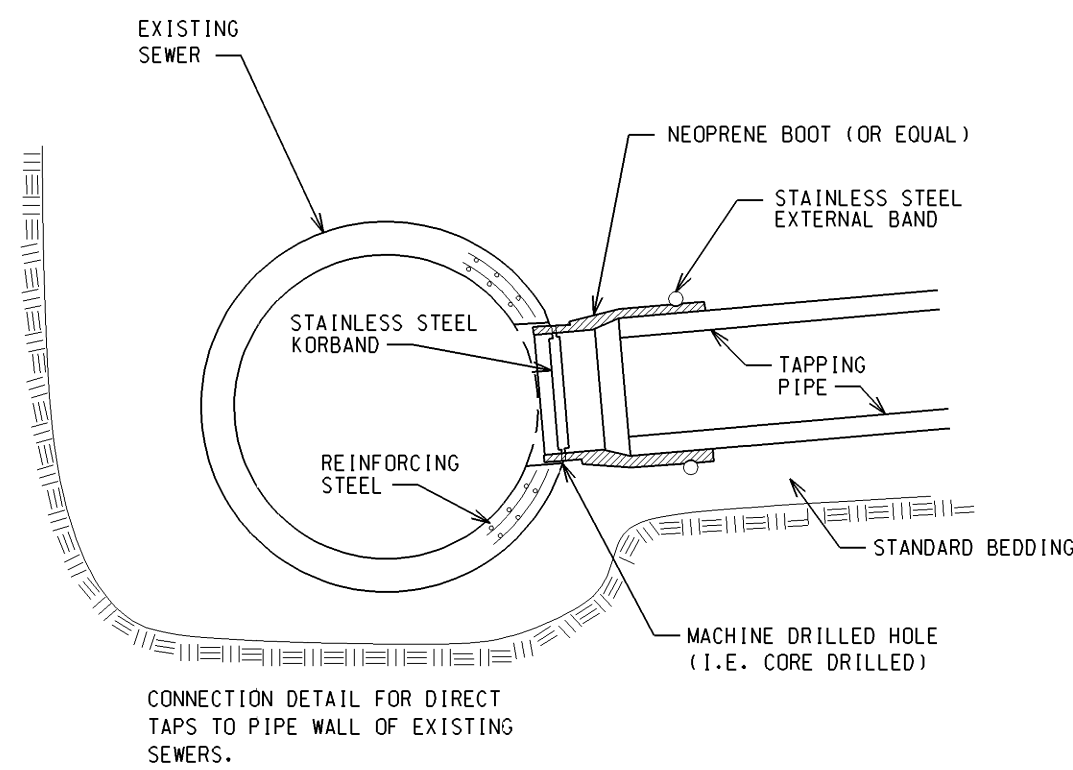
### 2 FT. DIAMETER INLET

NOTE:  
FOR CATCH BASINS OR INLETS WITHIN  
YARD AREAS USE E.J.I.W. 1040 WITH  
TYPE "N" COVER OR APPROVED EQUAL



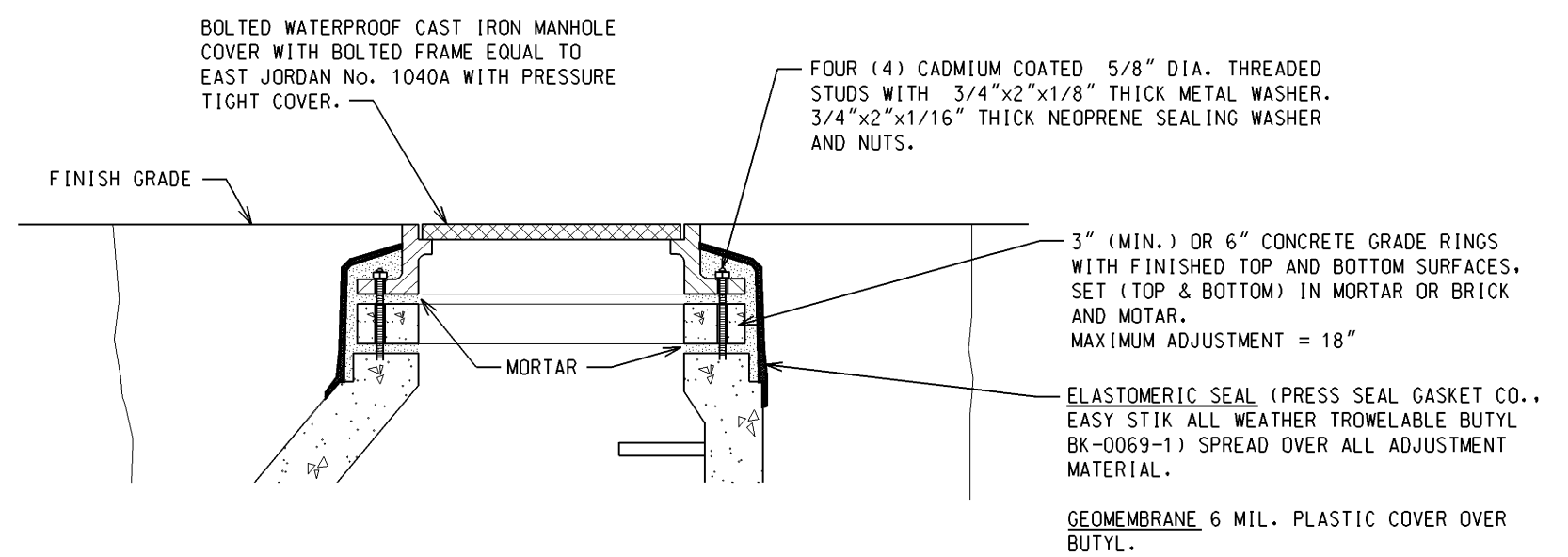
### BUILDING LEAD DETAIL

0" - 15" COVER

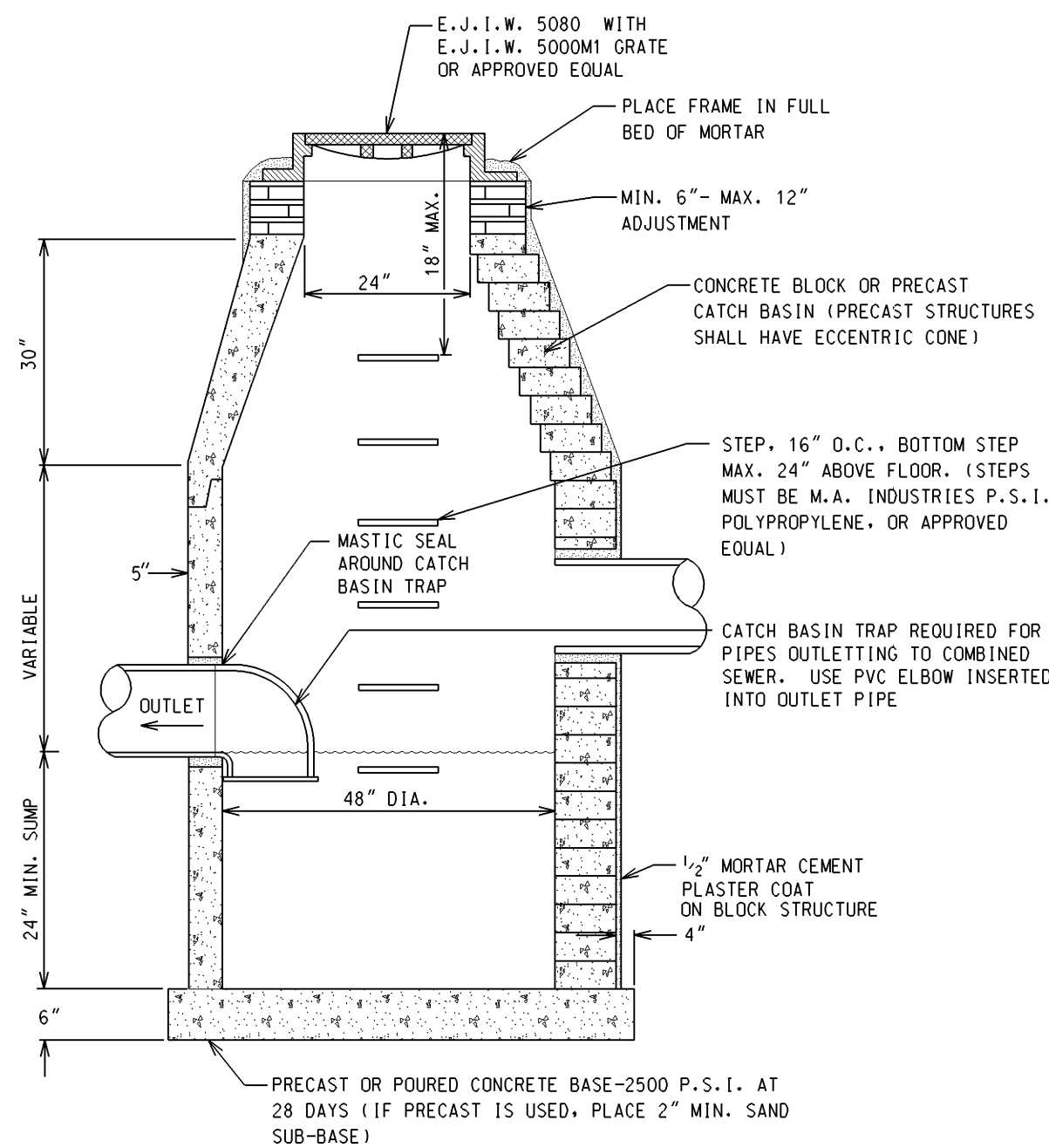


### KOR-N-TEE TAP FOR CONCRETE

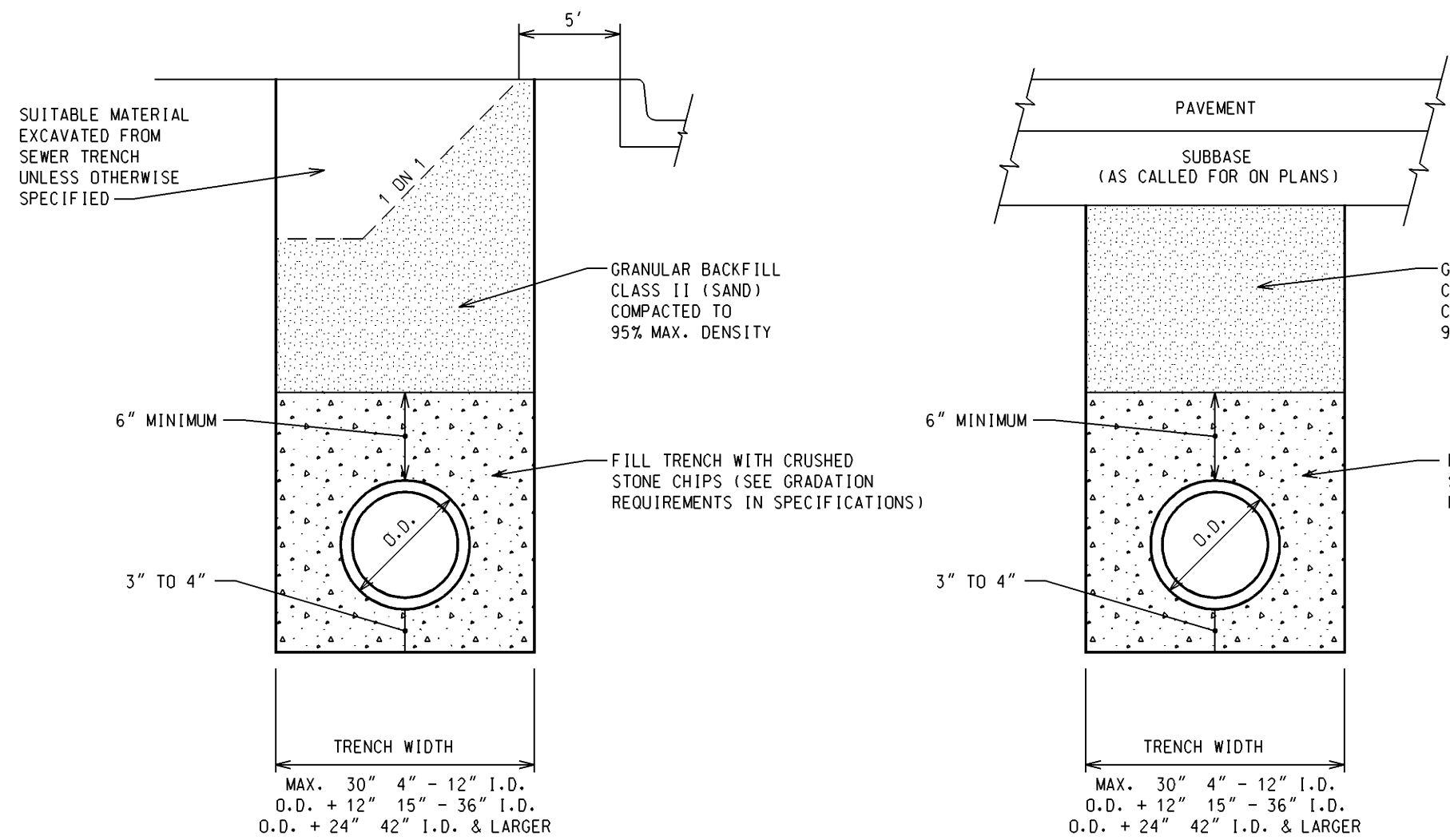
NO SCALE



### SANITARY MANHOLE ADJUSTMENT SECTION DETAIL



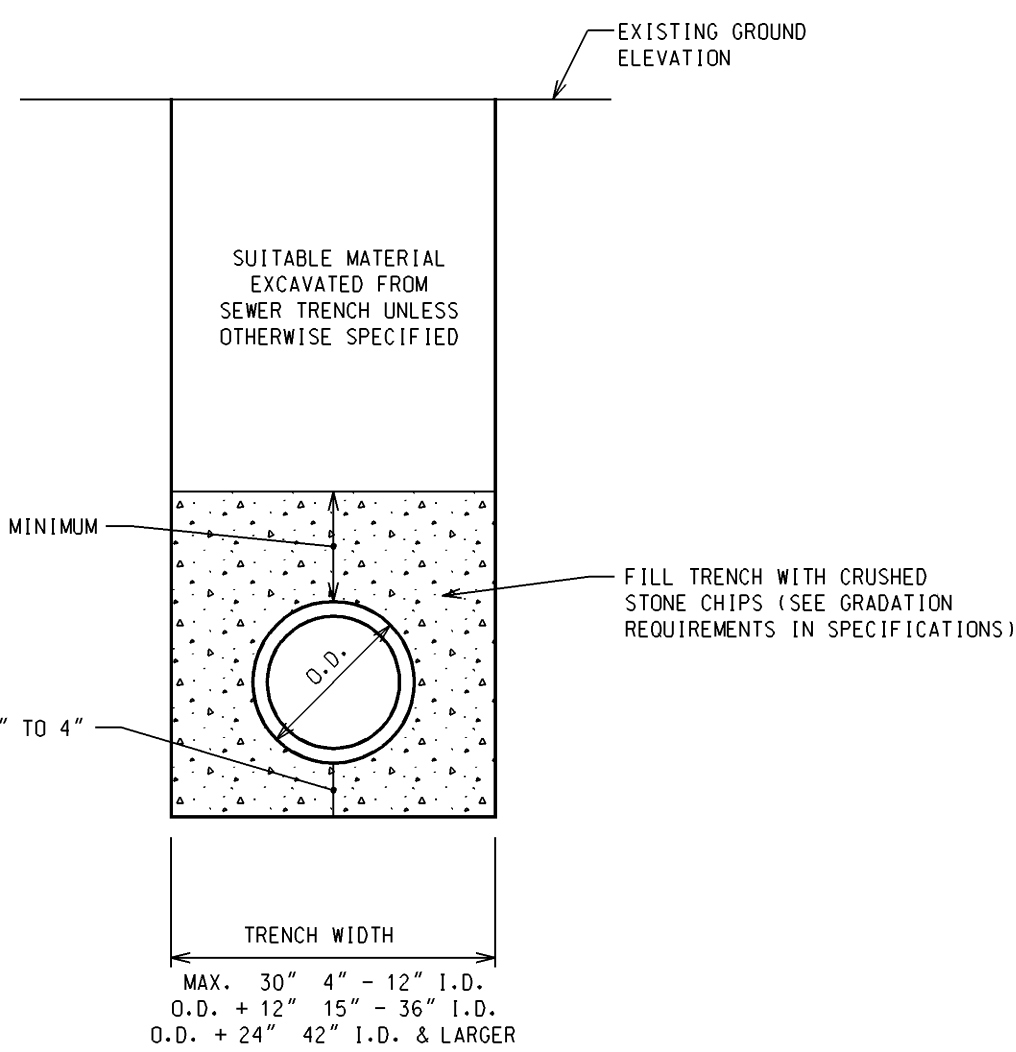
### 4 FT. DIAMETER CATCH BASIN



### TRENCH DETAIL "A"

SEWER UNDER ROAD BED OR WITHIN THE INFLUENCE OF ROAD BED

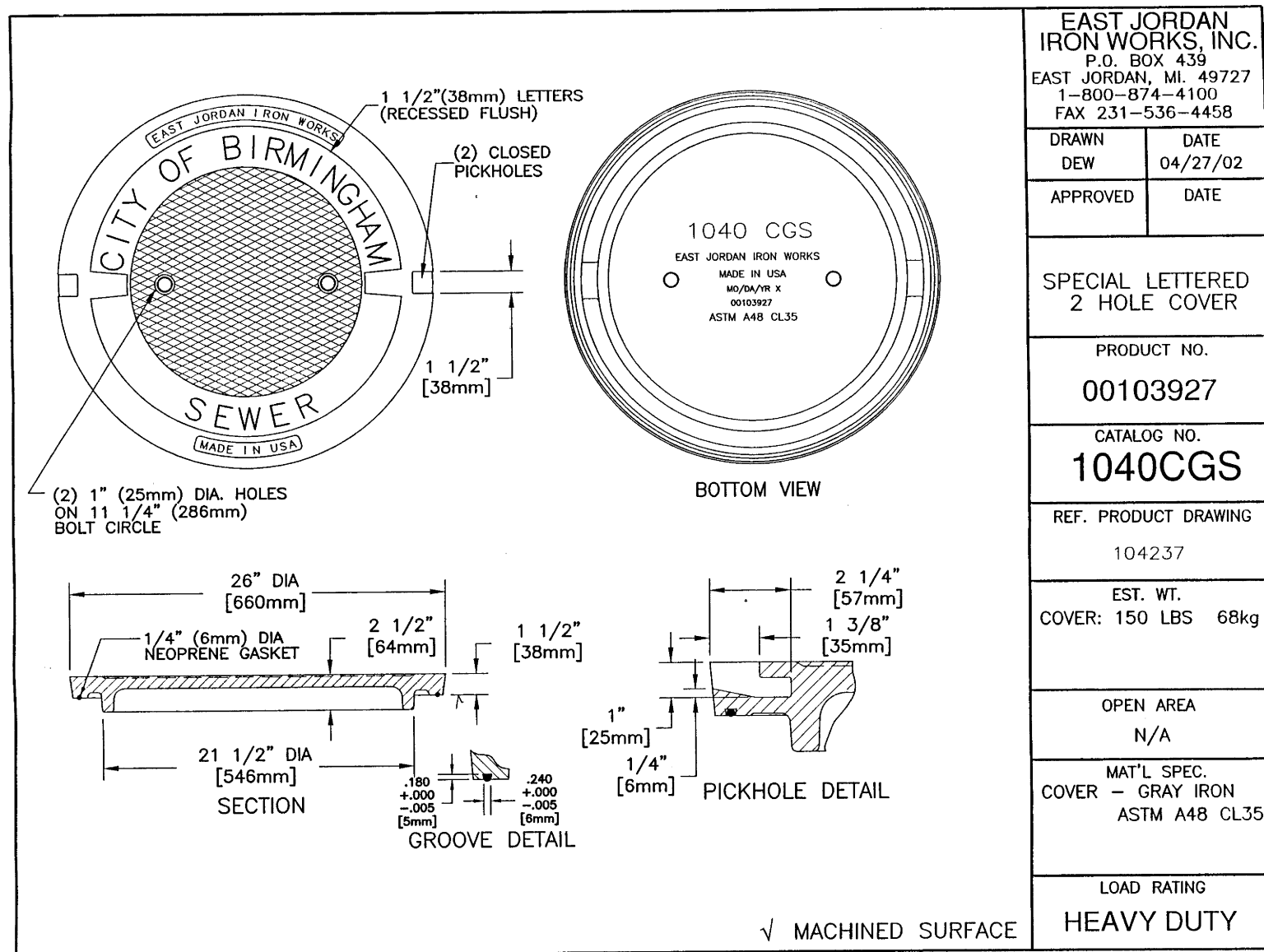
NOT TO SCALE



### TRENCH DETAIL "B"

SEWER NOT UNDER ROAD BED

NOT TO SCALE



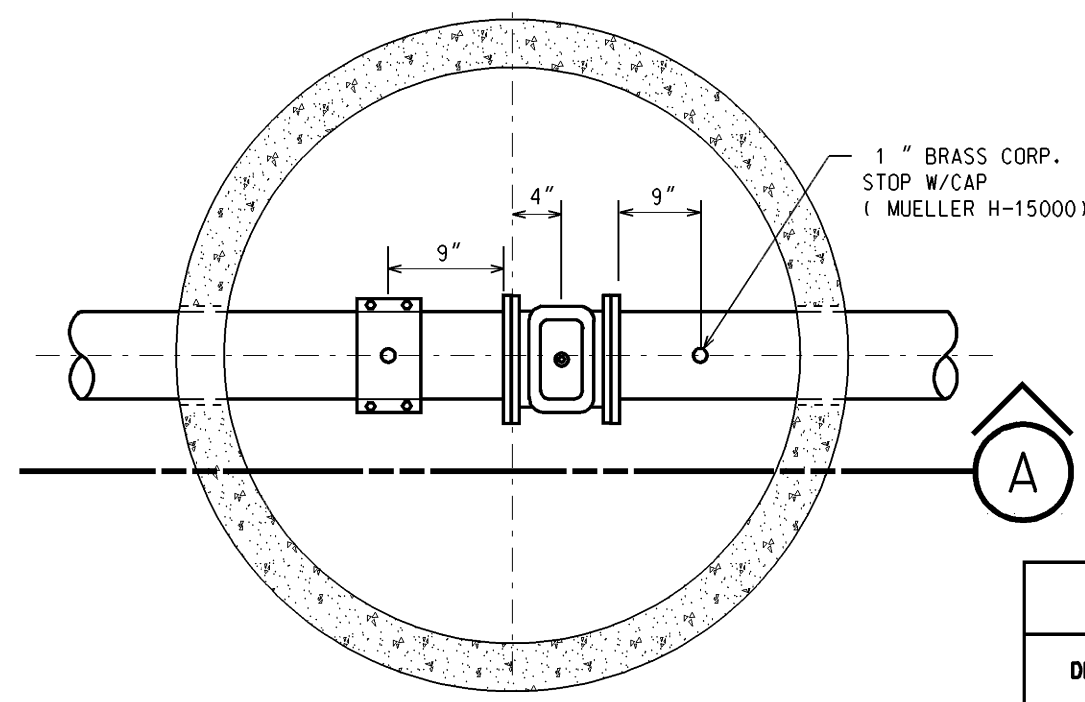
EAST JORDAN IRONWORKS, INC. P.O. BOX 439 EAST JORDAN, MI. 49727 1-800-874-4100 FAX 231-536-4458	
DRAWN DEW	DATE 04/27/02
APPROVED	DATE
SPECIAL LETTERED 2 HOLE COVER	
PRODUCT NO. 00103927	
CATALOG NO. 1040CGS	
REF. PRODUCT DRAWING 104237	
EST. WT. COVER: 150 LBS 68kg	
OPEN AREA N/A	
MAT'L SPEC. COVER - GRAY IRON ASTM A48 CL35	
LOAD RATING HEAVY DUTY	



151 MARTIN STREET BIRMINGHAM, MICHIGAN 48102

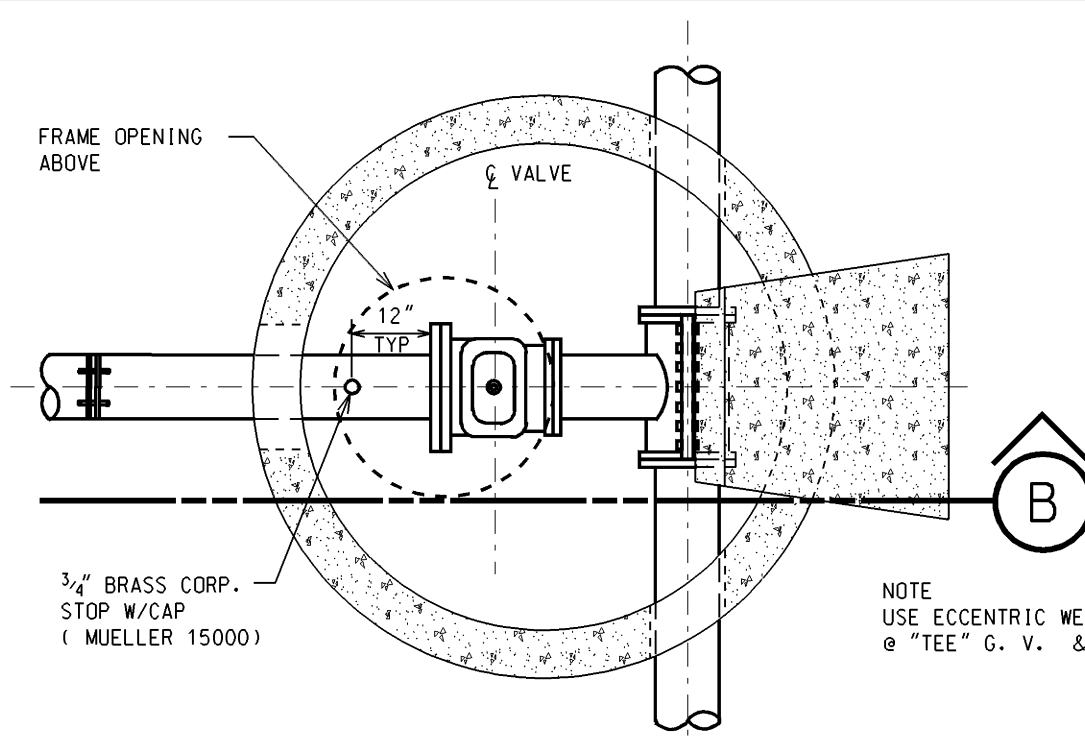
## SEWER STANDARD DETAILS

DATE:	ADDITION AND/OR REVISION	DRAWN	PROJECT NO.	SHEET NO.
		DESIGNED	DATE	JANUARY 2007
		APPROVED	SCALE	



**GATE WELL PLAN**

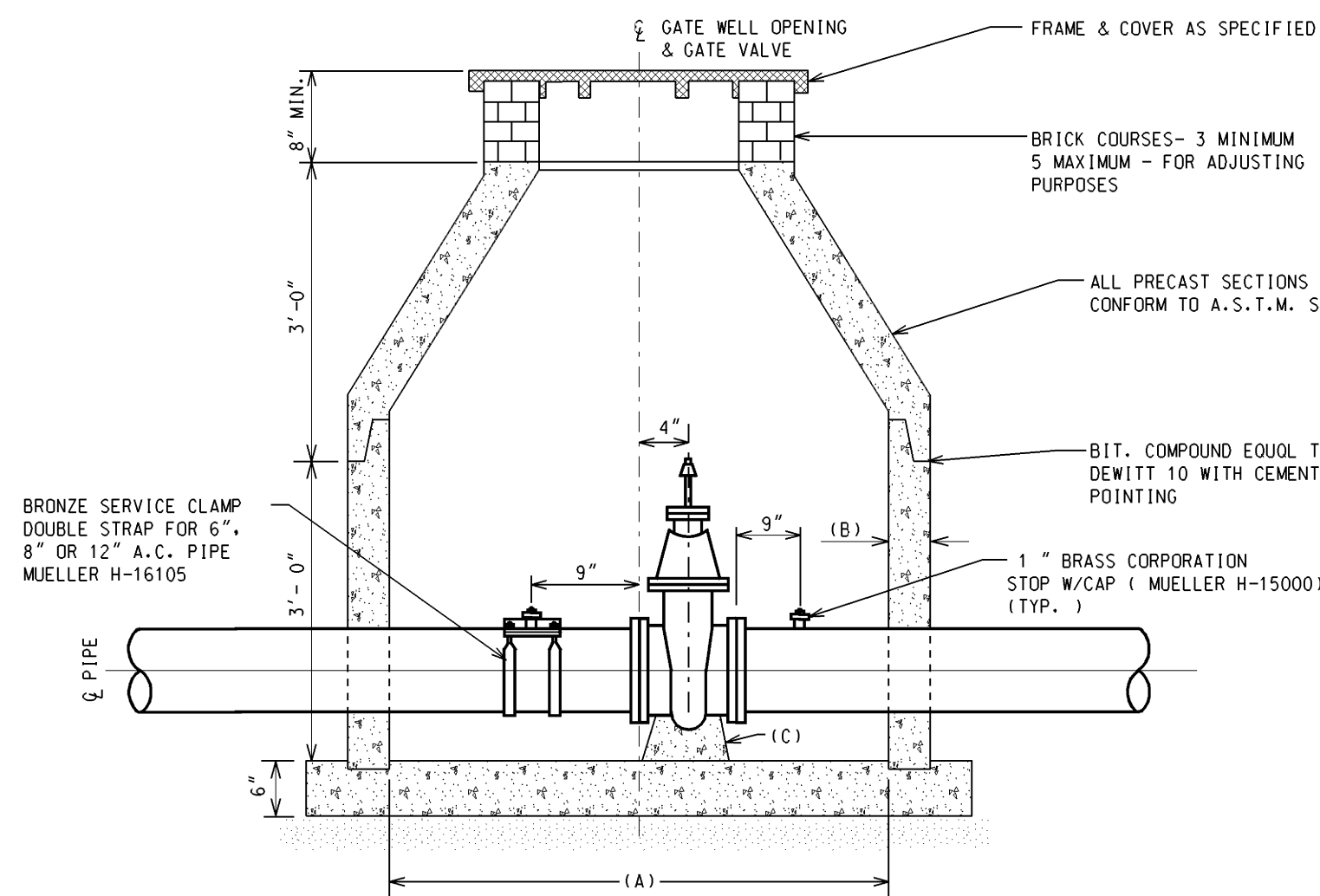
NO SCALE



**TAPPING SLEEVE, VALVE & WELL PLAN**

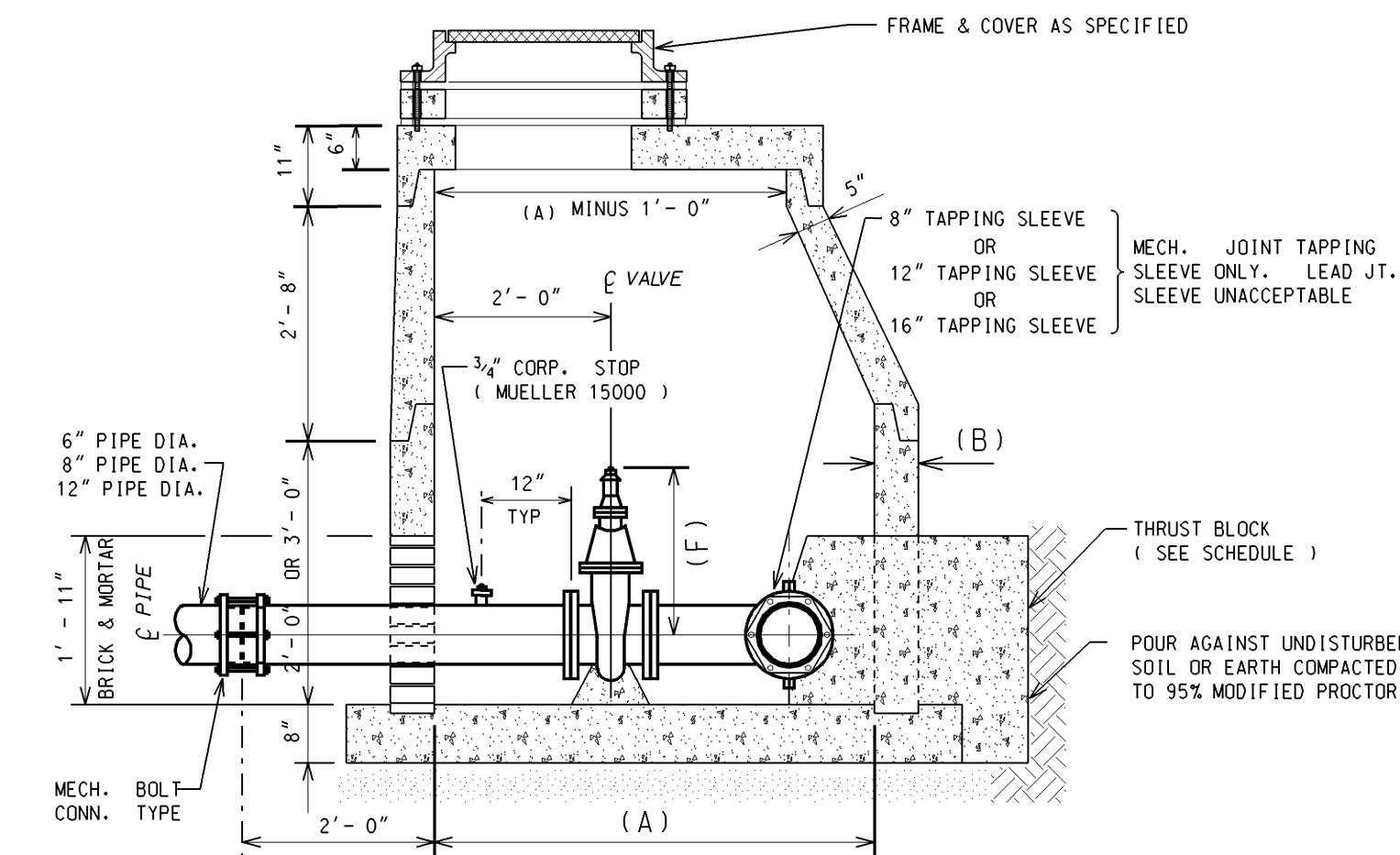
NO SCALE

GATE WELL SCHEDULE		
DESCRIPTION	DIM.	PIPE DIA. INCHES
INSIDE DIA.	A	6" 8" 12" 16"
WALL THICK.	B	5" 7" 7" 7"
VALVE BLOCK THICK.	C	4" 4" 4" 4"



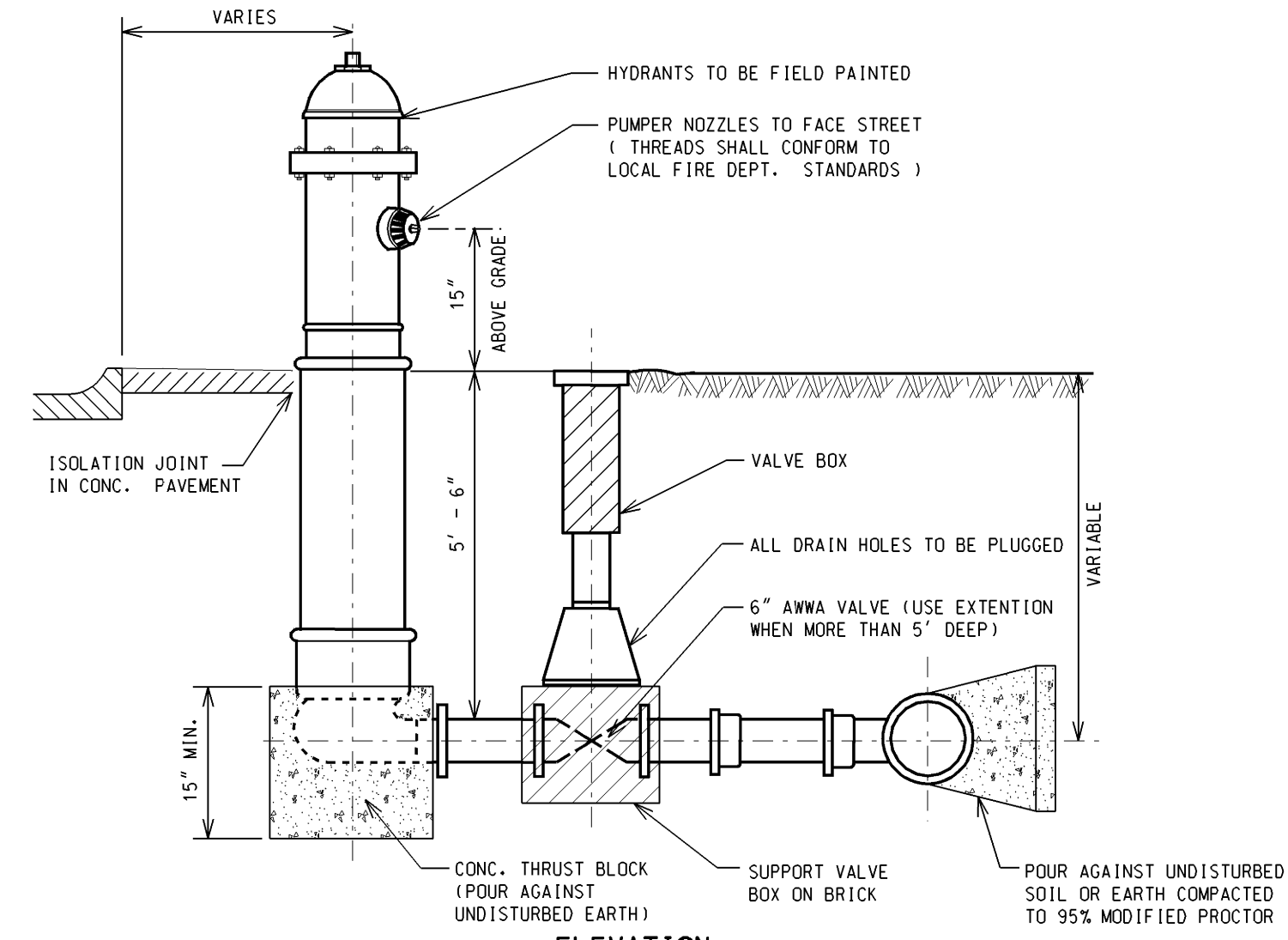
**SECTION "A" GATE WELL**

NO SCALE  
W-1 & W-3

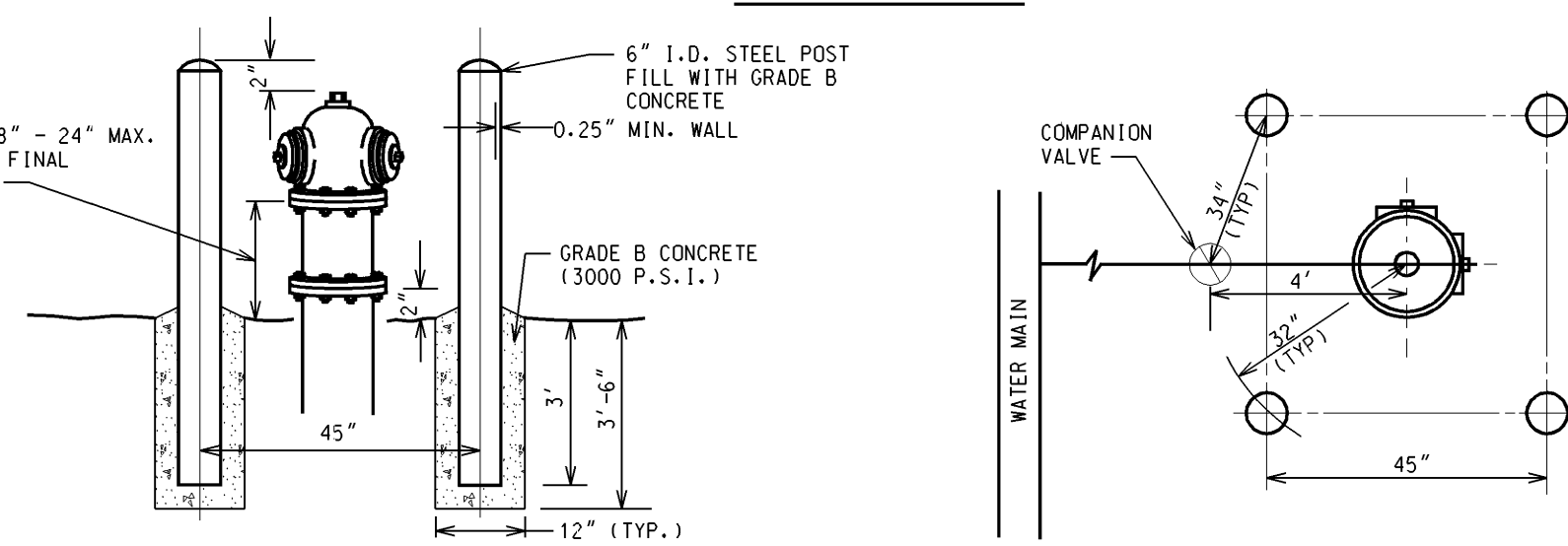


**SECTION "B" TAPPING SLEEVE, VALVE & WELL**

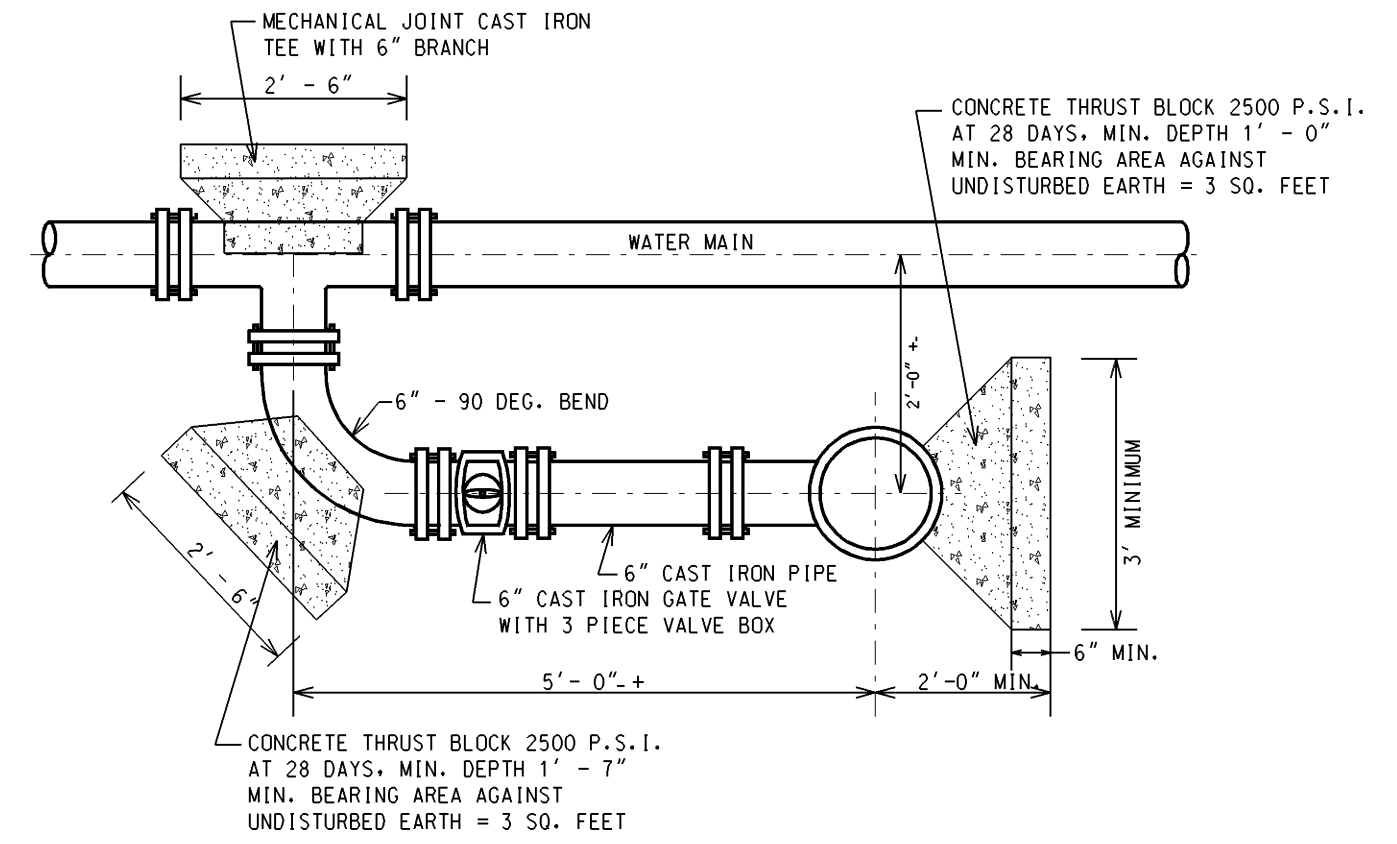
NO SCALE  
W-4



**ELEVATION**



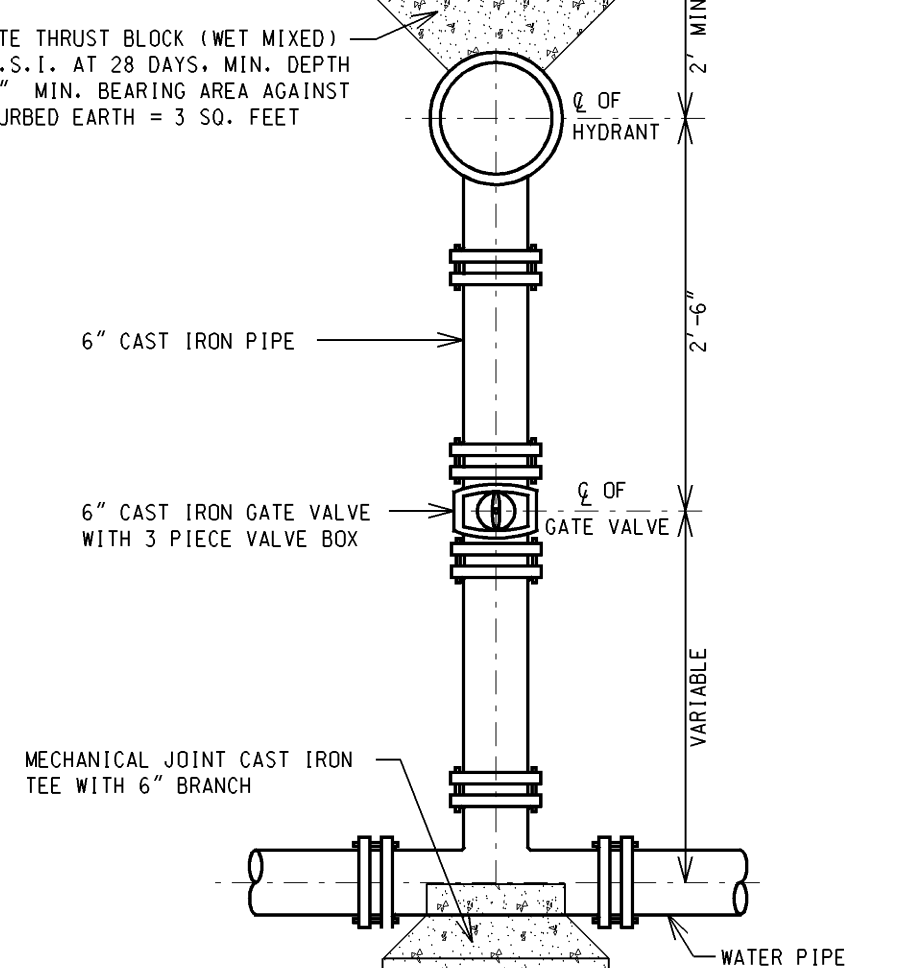
**FIRE HYDRANT GUARD POSTS DETAIL**



**"L" HYDRANT CONNECTION**

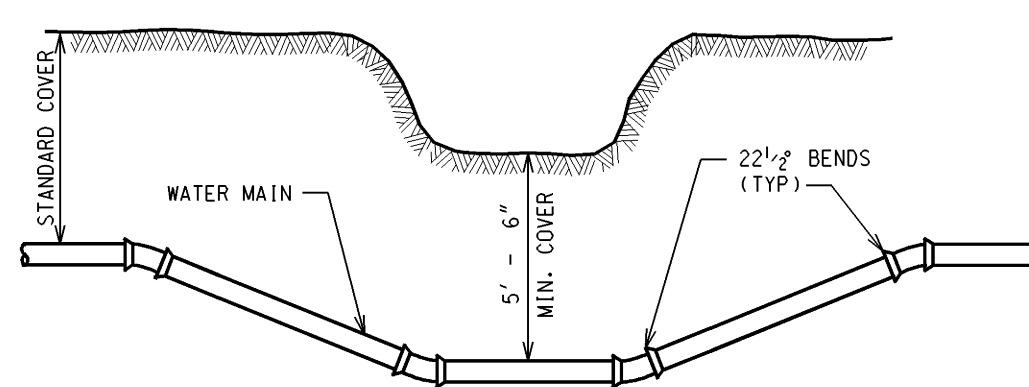
NO SCALE  
W-9

NOTE: FOR CONSTRUCTION OF NEW FIRE HYDRANT TO EXISTING "LIVE" WATERMAIN, USE 6" TAPPING SLEEVE VALVE & BOX TO MAKE CONNECTION, AND DELETE "6" CAST IRON GATE VALVE WITH 3 PIECE VALVE" AS SHOWN ON DETAIL.



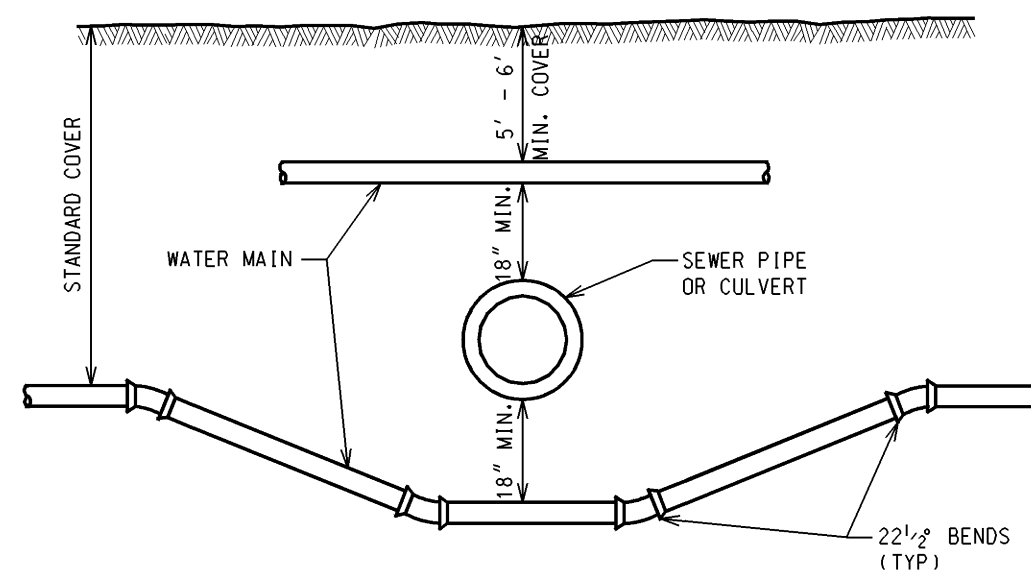
**STRAIGHT HYDRANT CONNECTION**

NO SCALE  
W-10



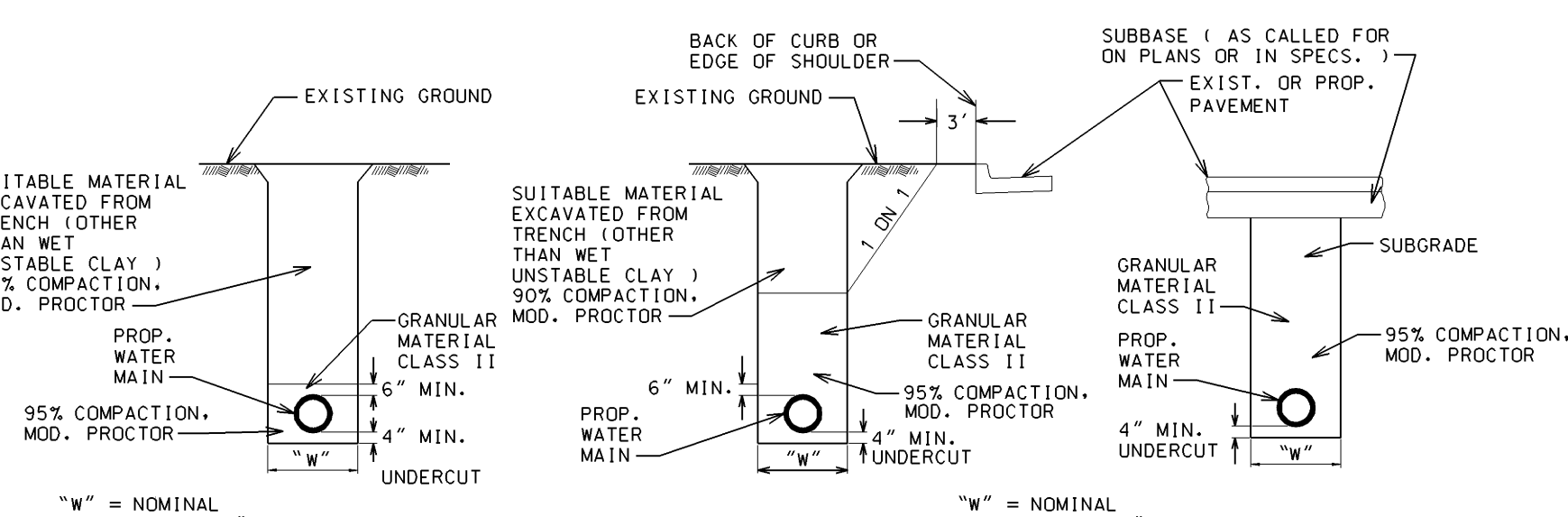
**DITCH AND STREAM CROSSING**

NO SCALE



**SEWER OR CULVERT CROSSING**

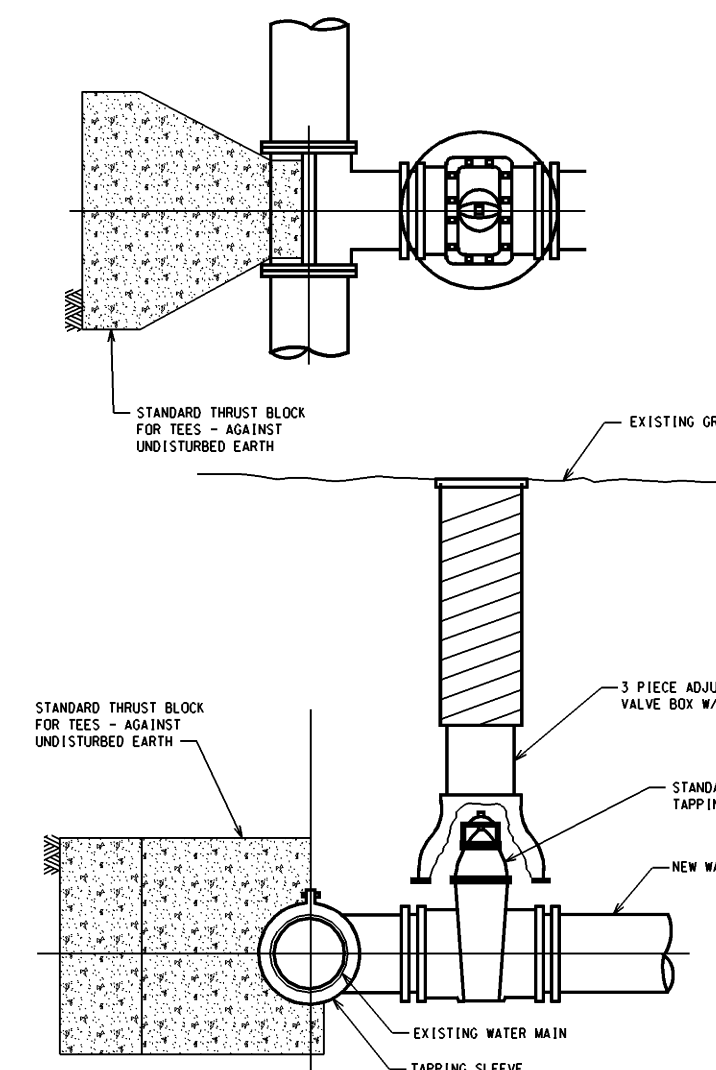
NO SCALE



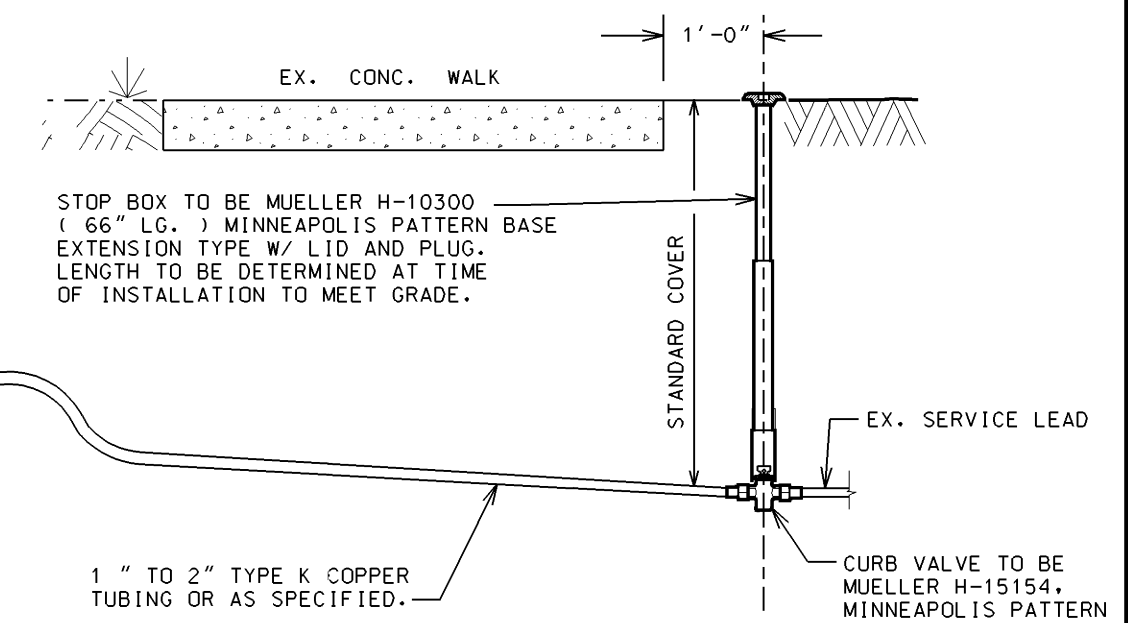
**PROP. WATER MAINS NOT UNDER PAVED SURFACE**

**PROP. WATER MAINS UNDER PAVED SURFACE OR WITHIN INFLUENCE OF PAVED SURFACE**

**BEDDING DETAILS**

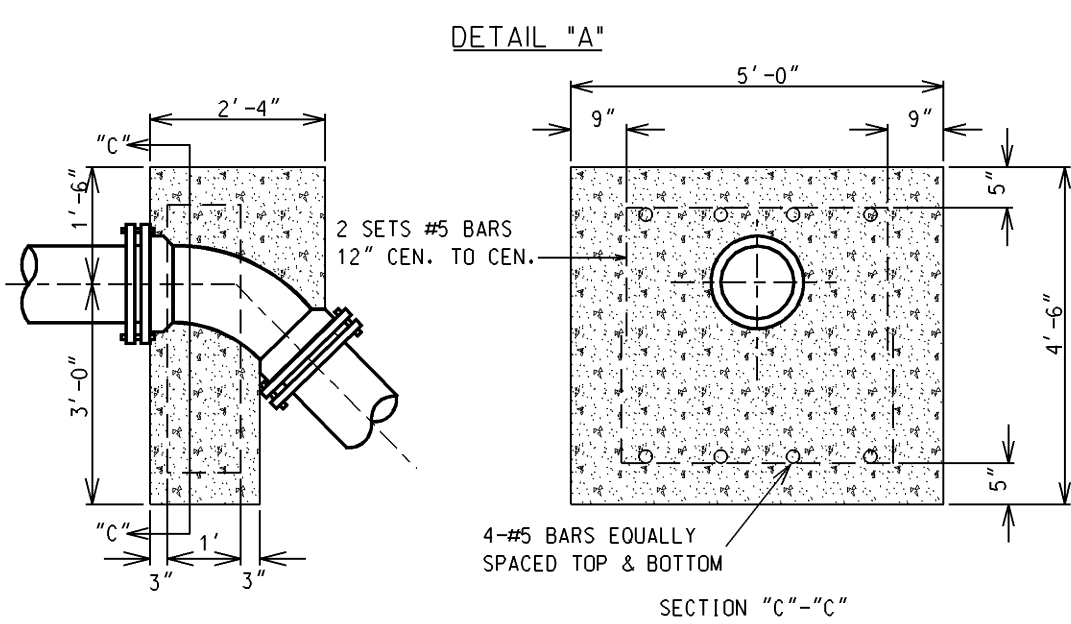


**TAPPING SLEEVE & VALVE W/VALVE BOX**

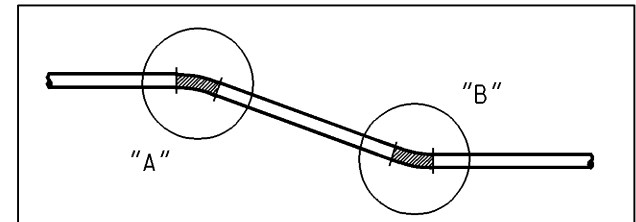


**WATER SERVICE CONNECTION (TYP)**

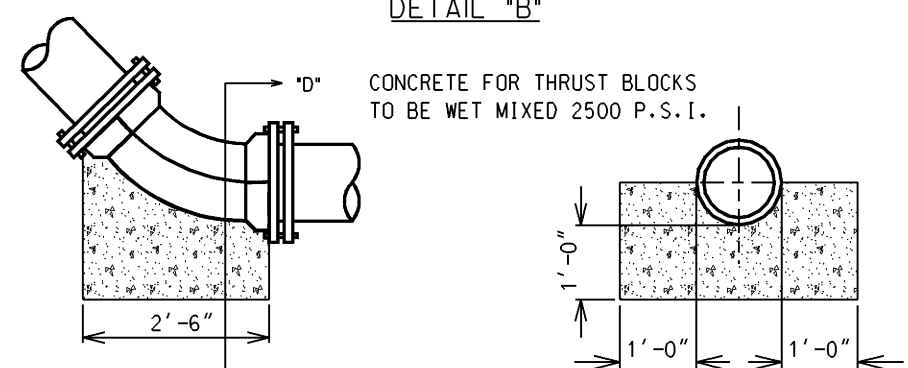
NO SCALE



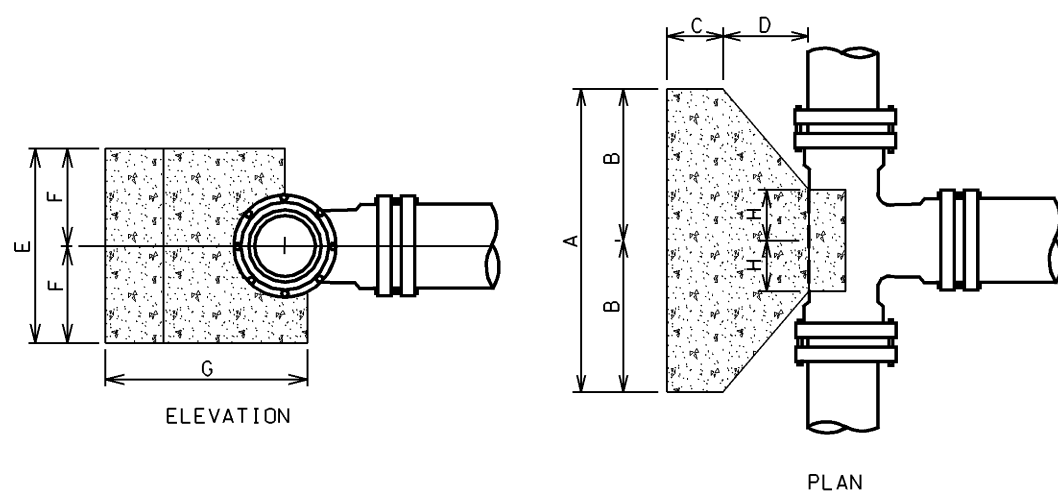
**DETAIL "A"**



**DETAIL "B"**



**VERTICAL BEND THRUST BLOCKS FOR 8"-12" MAINS**

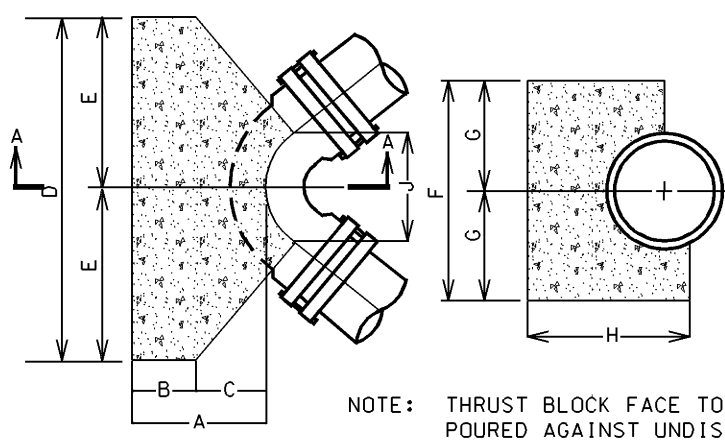


THRUST BLOCK FACE SHALL BE POURED AGAINST UNDISTURBED EARTH.  
CONCRETE FOR THRUST BLOCKS TO BE WET MIXED 2500 P.S.I.

SCHEDULE OF THRUST BLOCK DIMENSIONS		
CODE	TEE SIZE	
	8"x8" 12"x8" 16"x8" 24"x8"	12"x12" 16"x12" 24"x12"
A	3'-0"	4'-0"
B	1'-6"	2'-0"
C	0'-9"	0'-9"
D	1'-0"	1'-4"
E	2'-0"	3'-0"
F	1'-0"	1'-6"
G	2'-2"	2'-10"
H	2'-10"	3'-8"
I	3'-3"	3'-7"
J	0'-6"	0'-10"
K	0'-6"	0'-10"
L	0'-6"	0'-10"

**CONCRETE THRUST BLOCK FOR TEES**

N. T. S.

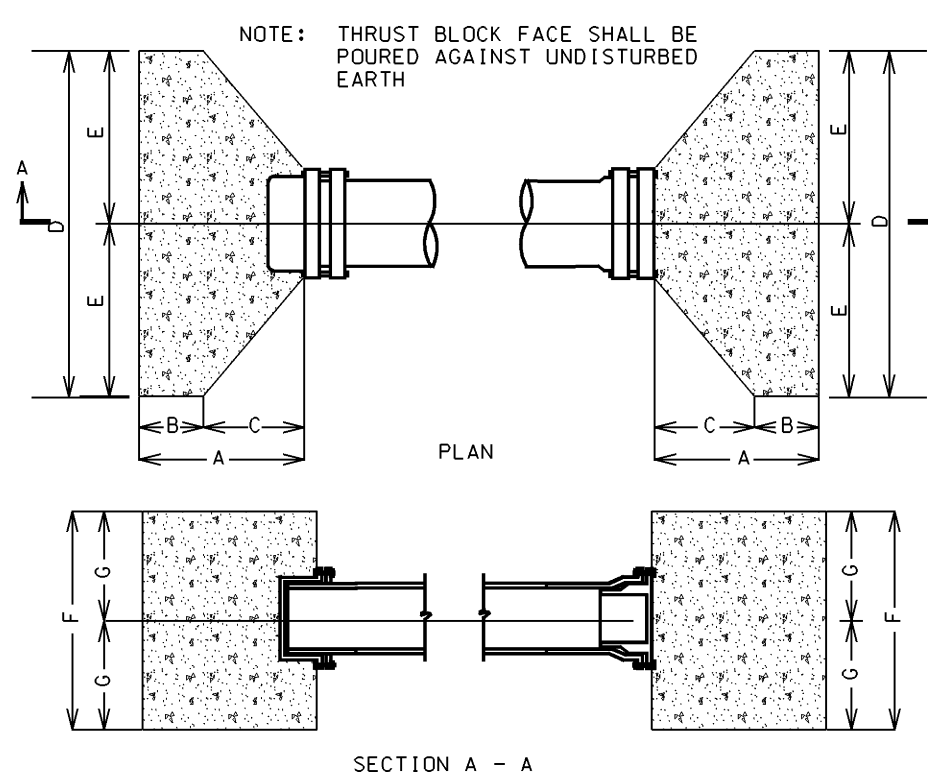


NOTE: THRUST BLOCK FACE TO BE POURED AGAINST UNDISTURBED EARTH.  
CONCRETE FOR THRUST BLOCKS TO BE WET MIXED 2500 P.S.I.

SIZE	ANGLE	A MIN.	B MIN.	C	D	E	F	G	H MIN.	J
6"	45°	1'-6"	0'-9"	0'-9"	1'-6"	0'-9"	1'-6"	0'-9"	1'-8"	0'-10"
6"	90°	1'-6"	0'-9"	0'-9"	2'-0"	1'-0"	1'-0"	1'-0"	1'-8"	0'-10"
8"	45°	1'-9"	0'-9"	1'-0"	2'-4"	1'-2"	2'-0"	1'-0"	1'-11"	1'-4"
8"	90°	1'-9"	0'-9"	1'-0"	3'-4"	1'-8"	2'-6"	1'-3"	1'-11"	1'-2"
12"	22-1/2°	1'-9"	0'-9"	1'-0"	2'-6"	1'-3"	2'-0"	1'-0"	2'-0"	1'-4"
12"	45°	2'-1"	0'-9"	1'-4"	3'-6"	1'-9"	2'-6"	1'-3"	2'-4"	1'-4"
12"	90°	2'-1"	0'-9"	1'-4"	5'-6"	2'-9"	3'-0"	1'-6"	2'-4"	1'-8"
16"	22-1/2°	2'-8"	1'-0"	1'-8"	3'-4"	1'-8"	2'-6"	1'-3"	3'-0"	1'-2"
16"	45°	2'-8"	1'-0"	1'-8"	5'-4"	2'-8"	3'-0"	1'-6"	3'-0"	1'-6"
16"	90°	2'-8"	1'-0"	1'-8"	6'-0"	3'-0"	5'-0"	2'-6"	3'-0"	1'-8"
24"	90°	4'-7"	1'-0"	3'-7"	10'-0"	5'-0"	7'-0"	3'-6"	5'-4"	2'-4"

**CONCRETE THRUST BLOCK FOR BENDS**

N. T. S.



**CONC. THRUST BLOCKS FOR PLUGS & CAPS**

SIZE	A MIN.	B MIN.	C	D	E	F	G
8"	1'-11"	0'-9"	1'-2"	3'-0"	1'-6"	2'-0"	1'-6"
12"	2'-1"	0'-9"	1'-4"	4'-0"	2'-0"	3'-0"	1'-6"
16"	2'-8"	1'-0"	1'-8"	5'-0"	2'-6"	4'-0"	2'-0"



151 MARTIN STREET BIRMINGHAM, MICHIGAN 48102

**WATER MAIN STANDARD DETAILS**

DATE:	ADDITION AND/OR REVISION	DRAWN	PROJECT NO.	SHEET NO.
		DESIGNED	DATE	WM-1
		APPROVED	SCALE	



## MEMORANDUM

Engineering Dept.

**DATE:** April 8, 2021

**TO:** Tom Markus, City Manager

**FROM:** Scott Zielinski, Assistant City Engineer  
Jim Surhigh, Consultant City Engineer

**SUBJECT:** Grant Street Paving Project  
Sewer & Water Lateral Special Assessment District

---

In accordance with current policy, the Engineering Dept. plans to replace all older sewer laterals underneath the new proposed pavement on the above project, which includes Grant Street between both Lincoln St. to Humphrey Ave, and Bird Ave to W 14 Mile Rd. In addition, per currently authorized policy, all water services less than 1 inch diameter shall be replaced with a 1 inch diameter service. Additionally in accordance with recently modified rules from the Michigan Dept. of Environmental, Great Lakes, and Energy (EGLE) requiring the complete removal of lead water services from the water main to the water meter. Per the EGLE, the City is not allowed to charge a homeowner for this work if replacing an existing lead service.

As recommended under separate cover, it is anticipated that this construction contract will be awarded to DiPonio Contracting, Inc. with their low bid of \$1,139,199.00. As outlined on the attached spreadsheet, existing pipelines to be replaced are 6 inch sewer services, and water services are  $\frac{3}{4}$  inch in size. City records show one property in the project area to have a lead water service, which will be replaced at no charge to the property owner. For the unit rate to be charged for the sewer and water services, we recommend applying the low bidder's unit prices for this work, as described below:

6 inch sewer = \$100 per foot + \$350 connection

1 inch water = \$50 per foot + \$400 connection

Following this practice is consistent with what has been done with previous projects of this nature over the past number of years.

Total estimated costs for these service replacements are as outlined on the attached spreadsheet. The average estimated cost for a 6 inch sewer service replacement is \$2,350, while the average estimated cost for a 1 inch water service replacement is \$2,175.

It is recommended that a Public Hearing of Necessity for the replacement of sewer and water services be scheduled at the Monday, May 10, 2021 City Commission meeting. It is further recommended that the Public Hearing on Confirmation of the Roll be held on Monday, May 24, 2021 at the prices charged by the lowest bidder, as outlined in the attached spreadsheet.

SUGGESTED ACTION:

To adopt a resolution for the City Commission to meet on Monday, May 10, 2021, at 7:30 P.M., for the purpose of conducting a Public Hearing of Necessity for the replacement of sewer and water services within the Grant Street Paving project area.

Be it further RESOLVED, that the City Commission meet on Monday, May 24, 2021 at 7:30 P.M. for the purpose of conducting a Public Hearing on Confirmation of the Roll for the replacement of sewer and water services in the Grant Street Paving project area.

# **2021 GRANT STREET PAVING PROJECT**

Sewer & Water Service Special Assessment District

SIDWELL NO.	PARCEL ADDRESS	SEWER SERVICE LENGTH (R.O.W. ONLY)	SEWER SERVICE COST PER FOOT (PER BIDS)	SEWER SERVICE COST PER CONNECTION (PER BIDS)	WATER SERVICE LENGTH (R.O.W. ONLY)	WATER SERVICE COST PER FOOT (PER BIDS)	WATER SERVICE COST PER CONNECTION (PER BIDS)	TOTAL COST
<b>Grant Street</b>								
<b>WEST SIDE</b>								
19-36-403-031	1160 Grant St.	15	\$ 100.00	\$ 350.00	0	\$ -		\$ 1,850.00
19-36-403-013	1148 Grant St.	20	\$ 100.00	\$ 350.00	34	\$ 50.00	\$ -	\$ 4,050.00
<b>EAST SIDE</b>								
19-36-480-026	623 Bird Ave.	25	\$ 100.00	\$ 350.00	37	\$ 50.00	\$ -	\$ 4,700.00
<b>TOTAL</b>								<b>\$ 10,600.00</b>



**DATE:** April 8<sup>th</sup>, 2021

**TO:** Thomas Markus, City Manager

**FROM:** Nicholas Dupuis, City Planner

**APPROVED:** Jana Ecker, Planning Director

**SUBJECT:** 670 S. Old Woodward – Right-of-Way Parking Request

---

**INTRODUCTION:**

The subject site, formerly Detroit Trading Co., is a single-story commercial building located at the southern end of Downtown Birmingham. The current site has an off-street parking facility with 24 parking spaces available for use by the building. The subject building is not within the Parking Assessment District and therefore must provide the parking required for any use on-site. The applicant is currently seeking permission from the City Commission to include 8 metered parking spaces in front of the building in the City's right-of-way along S. Old Woodward to assist them in meeting the parking requirements for a new tenant, Vibe Salon Suites, pursuant to Article 4, Section 4.45 (G)(4) of the Zoning Ordinance:

4.45 PK-01 General Parking Standards

- G. Methods of Providing Parking Facilities: The required off-street parking facilities for buildings used for other than residential purposes may be provided by any one of the following methods:
4. By providing the required off-street parking on the same lot as the building being served, or where practical, and with the permission of the City Commission, the area in the public right-of-way abutting the property in question may be included as a portion of the required parking area if such area is improved in accordance with plans which have been approved by the engineering department.

**BACKGROUND:**

The applicant submitted a Building Permit application for a new tenant proposed in the currently vacant commercial space. The tenant, Vibe Salon Suites, is considered a salon use that requires 2 off-street parking spaces per service chair, booth or bed; or 1 off-street parking space per 300 sq. ft. of floor area, whichever is greater.

The original buildout proposed showed 28 separate “salon suites” containing 32 total chairs/service stations. Based on the requirements, Vibe Salon Suites would have been required to provide 64 off-street parking spaces based on the 32 chairs/service stations proposed. The Building Permit application was denied by the Planning Division citing the 42 space parking deficiency present on the site.

The applicant brought the first iteration of this right-of-way (ROW) parking request to the City Commission on March 8<sup>th</sup>, 2021 with a request to be permitted to utilize the 8 ROW parking spaces adjacent to their building to come closer to meeting their required off-street parking. The City Commission postponed consideration of the request until the applicant pursued shared parking agreements from neighboring properties, as well as shoring up their plans for the interior so that the City Commission may understand exactly what is proposed and how much parking is required.

The applicant has submitted a new request based on the comments of the City Commission on March 8<sup>th</sup>, which includes a revised floor plan, a draft lease agreement with the 555 Building for 15 parking spaces, and some data from Vibe’s Plymouth location. The revised floor plans show a reduction of 5 proposed salon suites from 28 to 23, which subsequently reduced the amount of salon chairs proposed from 32 to 23. In total, this has reduced the required off-street parking on site from 64 to 46; a reduction of 18 spaces required. The applicant intends to provide the parking spaces through the following means:

<b>Proposed Off-Street Parking</b>	<b>Number of Spaces</b>
On-site parking facility	24
ROW Parking (if approved by Commission)	8
Variance	14
<b>Total:</b>	46

The applicant has submitted a letter stating an understanding of the requirements of the Zoning Ordinance in regards to the shared parking with the 555 Building. Although they will be leasing 15 spaces from the 555 Building, the shared parking agreement cannot be approved by the Planning Board (through Article 4, Section 4.45 (G)) due to the requirement that any additional off-street parking must be provided within 100 ft. of the building being served. Thus, the applicant would still be required to obtain a variance for the parking deficiencies. The applicant believes that providing the shared parking agreement, as well as the data from the Plymouth location will create a better environment at the Board of Zoning Appeals when it comes time to request the variance.

At this time, the applicant is re-requesting the 8 right-of-way parking spaces to be counted towards the required off-street parking as one method to make the Vibe Salon Suite concept work in the space within the confines of the Zoning Ordinance. As noted above, the granting of the 8

ROW parking spaces towards Vibe's required off-street parking total will work in conjunction with the 24-space on-site facility and the 14-space variance request.

Additionally, as required by the Ordinance, the Engineering Division inspected the area in the public right-of-way abutting the property in question to determine if any improvements would be required as a part of this consideration. In summation, the Engineering Division did not observe any improvements that would be required of the applicant to utilize the parking area.

**LEGAL REVIEW:**

The City Attorney has reviewed the documentation and has no concerns.

**FISCAL IMPACT:**

The proposed request has no fiscal impact on the City.

**PUBLIC INPUT:**

There has been no public input submitted in regards to the proposal.

**SUMMARY:**

In accordance with Article 4, section 4.43(G)(4) of the Zoning Ordinance, the applicant requests that the City Commission include 8 right-of-way parking spaces adjacent to their property in their required parking calculation. The inclusion of these spaces will enable the applicant to move closer to meeting the off-street parking requirements for the proposed salon.

**ATTACHMENTS:**

- Letter from Dennis G. Cowan – Plunkett-Cooney
- 670 S. Old Woodward - Site Plans
- Draft shared parking agreement with 555 Building
- Vibe Salon Plymouth data
- City Commission Minutes

**SUGGESTED RESOLUTION:**

To approve the use of 8 parking spaces in the right-of-way adjacent to the property located at 670 S. Old Woodward to help fulfill the parking requirements per Article 4, section 4.43 (G)(4) of the Zoning Ordinance.



April 6, 2021

Mayor Pierre Boutros  
and City Commission  
City of Birmingham  
151 Martin St.  
Birmingham, MI 48009

Re: 670 S. Old Woodward  
Request Pursuant to Zoning Ordinance 4.45 PK-01(G)(1)

Dear Mayor Boutros and City Commissioners:

Please be advised that the undersigned and our Firm represent Vibe of Birmingham, LLC ("VIBE"), who will be operating VIBE Salon Suites at the above-referenced address. VIBE came before you on March 8<sup>th</sup> concerning a request to allow eight (8) on-street parking spaces in front of its building at 670 S. Old Woodward to be included in its parking count. VIBE Salon's request was made pursuant to your City Ordinance.

VIBE has prepared revised Site and Floor Plans, which are attached for your review and consideration. The original Site Plan submitted to the City showed 32 service chairs creating a requirement of 64 parking spaces. **VIBE has voluntarily reduced the number of services chairs to 23, representing a 28% reduction in the parking requirement.**

In addition, VIBE has secured a Lease Agreement (attached for your review) for an additional 15 parking spaces at the 555 Building across the street. VIBE attempted to secure more parking spaces but was not successful as the landlord was unwilling to provide additional spaces at this time. The Lease Agreement has been fully negotiated and will be signed by the parties upon the City Commission's approval of VIBE's request.

The 15 leased spaces at the 555 Building will be solely reserved for stylists and not utilized by customers. These 15 leased parking spaces are a very short walk from the VIBE Salon. Stylists in a downtown setting are used to parking away from a salon's parking lot in order to preserve the on-site spaces for customers. In addition, the covered parking at the 555 Building provides a secured parking area for the stylists, which is also not subject to the weather elements, snow and rain.

VIBE will be providing 39 of the required 46 parking spaces via on-site parking (24) and leased spaces (15). VIBE is still in need of the eight (8) parking spaces to be included in its parking count to complete its parking plan. As a practical matter, VIBE believes its parking plan will perform very well and will not be a burden on any existing and nearby businesses.

**ATTORNEYS & COUNSELORS AT LAW**

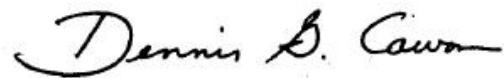
Mayor Pierre Boutros  
and City Commission  
City of Birmingham  
April 6, 2021  
Page 2

VIBE Salon has a unique "key card system," which tracks stylists from coming into and out of its building. We have attached a summary and backup data for the months November 2020 through March 2021 from Vibe Salon's Plymouth location (which has 28 chairs). The average stylist occupancy during working hours ranges from 22.5% to 35.7% in any given month. That translates to occupancy of 6.3 to 10.0 chairs. The highest occupancy on any given day is 13 chairs. Consequently, based on the data, the 24 parking spaces on-site in Birmingham provide ample parking for customers, which are at a maximum of 13 on any given day. The 555 Building provides ample parking for the stylists.

VIBE believes that with its voluntary reduction in the number of service chairs, acquiring leased parking, and the occupancy data, collectively strongly support your approval of its request. We thank you for your thoughtful consideration of all of the information provided and the efforts VIBE has made to provide a reasonable parking plan for its customers and stylists.

As always, if you have any questions, please feel to contact us at your earliest convenience.

Sincerely,



Dennis G. Cowan  
Direct Dial: (248) 901-4029  
Email: [dcowan@plunkettcooney.com](mailto:dcowan@plunkettcooney.com)

DGC/cmw  
Attachments

cc: Thomas Markus  
Jana Ecker  
Nicholas Dupuis  
Frank Jarbou  
Jeff Klatt

Open.28439.10892.26160370-1

$$1/2'' = 1'-0''$$





**PARKING LEASE**

**BY AND BETWEEN**

**The New 555 COMMERCIAL LLC,  
Limited Liability Company  
AS LANDLORD  
AND  
VIBE OF BIRMINGHAM, LLC  
AS TENANT**

**FOR**

**555 SOUTH OLD WOODWARD  
BIRMINGHAM, MICHIGAN 48009**

**DATED  
March \_\_\_\_\_, 2021**



# **INDEX** **INDEX**

<b>SECTION</b>	<b>PAGE</b>
1. LEASE .....	1
2. PROPERTY .....	1
3. TERMS .....	1
4. INGRESS AND EGRESS .....	1
5. RENT .....	2
6. LATE PAYMENTS.....	2
7. USE AND OCCUPANCY .....	2
8. RULES AND REGULATIONS .....	2
9. HOLDING OVER .....	3
10. SAFETY, CUSTODY, BAILMENT .....	3
11. CERTAIN ADDITIONAL RIGHTS RESERVED BY LANDLORD .....	3
12. CASUALTY.....	4
13. EMINENT DOMAIN .....	4
14. INDEMNIFICATION.....	4
15. INSURANCE .....	5
16. DEFAULT .....	5
17. REMEDIES .....	6
18. LANDLORDS LIABILITY .....	7
19. ASSIGNMENT AND SUBLETTING .....	7
20. LANDLORD TRANSFER .....	7
21. SUBORDINATION OF AGREEMENT .....	8
22. ESTOPPEL .....	8
23. NOTICES.....	8
24. FORCE MAJEURE .....	9
25. BROKERAGE .....	9
26. SEVERABILITY .....	9
27. AMENDMENTS .....	9
28. ENTIRE AGREEMENT .....	9
29. WAIVER .....	9
30. NO REPRESENTATIONS .....	10
31. WAIVER TO JURY TRIAL .....	10
32. MISCELLANEOUS .....	10
33. APPLICABLE LAW .....	10
SIGNATURE PAGE .....	11

**PARKING LEASE AGREEMENT**  
**555 South Old Woodward Avenue, Birmingham, Michigan**

THIS PARKING LEASE AGREEMENT (this “**Agreement**”) is made this \_\_\_\_th day of March 2021, between The 555 Commercial LLC, a Limited Liability Company (“**Landlord**”), having its principal office 555 South Old Woodward Ave. Birmingham, MI. 48009 and Vibe of Birmingham LLC, (“**Tenant**”), whose address is 812 S. Main Street, Suite 200, Royal Oak, MI 48067. In consideration of the mutual covenants and conditions set forth herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant, intending to be legally bound, agree as follows:

1. **LEASE:** Landlord hereby agrees to Lease and make available to Tenant and Tenant’s sub-tenants a certain area of property as outlined in Paragraph 2 below, owned by Landlord containing **Fifteen (15)** parking spaces (each, a “**Parking Space**” and collectively, the “**Parking Spaces**”) within the Property, subject to and upon the terms and conditions set forth in this Agreement (collectively, the “**Parking Purpose**”).

2. **PREMISES:** A certain parking deck within The 555 Building (the “**Parking Structure**”) situated on land located in the City of Birmingham, Michigan 48009

- a) Notwithstanding anything contained herein to the contrary, Landlord shall have the right to designate and reserve other parking spaces in the Parking Structure for the exclusive use of Tenant’s subtenants, and their respective invitees, and customers.
- b) Tenant agrees to park only on the North End of the P3 Ramp (Parking Deck Ramp 3), up to the P4 (Parking Deck 4) Deck.

3. **Term.** The term of this Agreement shall be for a period of Three Years commencing on \_\_\_\_ day of \_\_\_\_, 2021 (the “**Commencement Date**”) and remain in effect through \_\_\_\_ day of \_\_\_\_, 2024 (the “**Expiration Date**”), unless earlier terminated in accordance with this Agreement. The Commencement Date through the Expiration Date is the “**Term**”. Notwithstanding the foregoing, Landlord has the right to terminate this Agreement by ninety days’ written notice to the Tenant, and this Agreement will terminate on the ninetieth day (the “**Surrender Date**”) after the confirmed delivery of such notice of termination. Tenant shall surrender the Property to Landlord on or prior to the Surrender Date, provided that Tenant shall remain obligated for all of its obligations under this Agreement through the Surrender Date.

4. **INGRESS AND EGRESS:** Ingress and egress to and from the Property will be by a card lock or car sticker system, or any other system Landlord may decide upon and will continue as long as the Agreement is in effect and Tenant’s rental payments are current. Landlord shall issue an appropriate enter card to Tenant for each parking space covered by this Agreement, without charge therefor, provided that there will be a TWENTY-FIVE (\$25.00) charge for each replacement card. At the expiration of this Agreement, Tenant shall return to Landlord the entry card.

5. **RENT:**

- (a) Tenant shall pay to Landlord as gross rent for the Property during the term of this Lease minimum net rental as follows, which shall be paid on or before the first of each month:

<b><u>Period</u></b>			
05/01/2021 – 04/30/2022			
05/01/2022 – 04/30/2023			
05/01/2023 – 04/30/2024			

6. **LATE PAYMENTS.** Any rent or other sums payable by Tenant to Landlord under this Lease not paid within five (5) days after the same is due will be subject to a late charge equal to five (5%) percent of the amount due, which late charge shall be due and payable as additional rent on demand. If such late charge is not paid within five (5) business days after Notice to Tenant, such late payment will bear interest at a per annum rate equal to ten (10%) percent until such past due payment, late charges and interest are actually paid by Tenant. Any default in the payment of rent or other sums will not be considered cured unless and until any late charge and interest due hereunder are paid by Tenant to Landlord. If Tenant defaults in paying such late charge or interest, Landlord will have the same remedies as on default in the payment of rent. The obligation hereunder to pay such late charge and interest will exist in addition to, and not in the place of, the other default provisions of this Lease.

7. **USE AND OCCUPANCY:** During the term of this Lease, the Property shall be used for vehicle **Parking** and for no other purpose whatsoever. Tenant shall promptly comply with all laws, ordinances, and lawful orders and regulations affecting the Property and the cleanliness, safety, occupancy and use of the same, and Tenant shall not use or permit the use of any portion of the Property for any unlawful purpose. Tenant shall not perform any act or carry on any practice which may injure the Property or the Building, or be a nuisance, disturbance or menace to the other tenants of the Building. Upon breach of this agreement, the Landlord shall have the right to Default Tenant pursuant to the terms set forth herein.

8. **RULES AND REGULATIONS FOR PARKING STRUCTURE:**

(a) Tenant is entitled to use the Parking Spaces during the posted hours of operation for the Property. Tenant shall use the Parking Spaces solely for the parking of automobiles that are owned or operated by Tenant.

(b) Vehicles shall be parked within the striped Parking Spaces and remain locked while parked. Vehicles must not be parked by Tenant in such a way as to block traffic lanes. The parking of unlicensed or uninsured vehicles, the storage of vehicles or any other personal property or equipment, and the repair and maintenance of vehicles in the Property is prohibited. Further, the parking of vehicles that (in the opinion of Landlord) pose any kind of hazard or have hazardous

contents is prohibited. The parking of vehicles for the principal purpose of promotional activities or advertising (in the opinion of Landlord) is also prohibited.

(c) Neither Tenant nor its employees shall commit or allow any waste or damage to be committed on any portion of the Property, create any nuisance, or unreasonably interfere with, annoy or disturb any other tenant, licensee, parker or Landlord in its operation of the Property.

(d) Tenant and its employees shall comply with all applicable governmental laws and regulations. In addition, the use of the Parking Spaces by Tenant and its employees is subject to such rules and regulations as are promulgated from time to time by Landlord and communicated to Tenant (collectively, the “**Rules and Regulations**”).

9. **HOLDING OVER:** If Tenant holds possession of the Premises beyond the expiration of the Term, such continued possession by Tenant shall not have the effect of extending or renewing the Term for any period of time and Tenant shall be presumed to occupy the Premises against the will of Landlord who shall thereupon be entitled to all remedies provided for the expulsion of Tenant, including all claims for loss and damage. If Tenant holds over, the Lease Fee shall be one hundred fifty percent of Tenant's Lease Fee during the last month of the Term. In addition, Landlord has the right, at Tenant's expense, to cause any automobiles parked in the Parking Spaces to be towed if the automobiles are not removed upon the expiration of the Term or earlier termination of this Agreement. Landlord may give to Tenant at any time during such continued possession by Tenant written notice that Tenant may continue to occupy the Premises under a tenancy from month to month at the holdover amount set forth above.

10. **SAFETY/ CUSTODY/ BAILMENT:** Landlord shall not be considered an insurer or guarantor of the safety and security of Tenant or of any vehicle parked on the Property. This Agreement constitutes a right to park on the Property only and no bailment is created. Tenant acknowledges that all employees must self-park vehicles (except to the extent Landlord otherwise designates) and abide by all provisions of Landlord's Rules and Regulations. Landlord does not guard or assume care custody or control of any vehicle or its contents and is not responsible to Tenant or its employees for fire, theft, damage or loss, including any damage caused by any other vehicle parked on the Property.

11. **CERTAIN ADDITIONAL RIGHTS RESERVED BY LANDLORD:**

(a) Landlord shall have the following rights: with or without closing the Property and/or preventing unreasonable access to the Property, to decorate and to make inspections, repairs, alterations, additions, changes, or improvements, whether structural or otherwise, in and about the Property, or any part thereof; to enter upon the Property and, during the continuance of any such work, to close points of ingress and egress, street entrances, public space, and drives in the Property; and to enter the Property to show the parking spaces located on the Property and the Property itself to prospective purchasers, tenants, lenders, or other interested parties. If the Property is closed to Tenant or its subtenants for any reason, Tenant shall be entitled to a rent abatement for each day and space that the Tenant is prevented from parking in the Parking Structure.

(b) Landlord, at no cost to Tenant, reserves the right to relocate the parking space to another area within the Property with proper notice to Tenant.

12. **CASUALTY:**

(a) If the Property is damaged by fire or other casualty (each, a “**Casualty**”), Landlord shall deliver to Tenant a good faith estimate (the “**Damage Notice**”) of the time needed to repair the damage caused by such Casualty. If a Casualty damages a material portion of the Property and (i) Landlord estimates that the damage to the Property cannot be repaired within sixty days after commencement of repairs, (ii) the damage to the Property exceeds twenty-five percent of the replacement cost thereof (excluding foundations and footings), as estimated by Landlord, (iii) regardless of the extent of damage to the Property, Landlord makes a good faith determination that restoring the Property, as applicable, would be uneconomical, or (iv) Landlord is required to pay a portion of the insurance proceeds arising out of the Casualty to Landlord's mortgagee, then either Landlord or Tenant may terminate this Agreement by giving written notice of its election to terminate within sixty days after the Damage Notice has been delivered to Tenant and Landlord will make commercially reasonable efforts to secure suitable replacement parking for Tenant at comparable costs. Tenant shall not be required to pay any gross rent during the period the casualty exists.

(b) If the Property is damaged by a Casualty, the Lease Fee shall be abated based on the number of Parking Spaces rendered unusable from the date of damage until the completion of Landlord's repairs.

13. **EMINENT DOMAIN:** If any part of the Property, as applicable, shall be taken or condemned for public use, this Agreement shall terminate as of the date the condemnor acquires possession. Further, if, as a result of such condemnation, more than one-third of the Parking Spaces then being used under this Agreement have been taken, or any material part of the Property has been taken, Tenant or Landlord may, at its respective sole option, terminate this Agreement.

14. **INDEMNIFICATION:** Except to the extent caused by Landlord's gross negligence or willful misconduct, Tenant shall indemnify, defend and hold Landlord harmless from all damage to any property or injury to or death of any person arising from the use of the Property by Tenant or its agents, representatives or employees. The foregoing indemnity obligation of Tenant shall include reasonable attorneys' fees, investigation costs and all other reasonable costs and expenses incurred by Landlord from the first notice that any claim or demand is to be made or may be made. The provisions of this Section 11 shall survive the expiration or sooner termination of this Agreement with respect to any damage, injury or death occurring prior to such expiration or sooner termination.

15. **DEFAULT:**

The occurrence of any one or more of the following events (each such occurrence shall be deemed an “**Event of Default**”) shall constitute a material breach of this Agreement by Landlord and/or Tenant:

As to Tenant, (i) if Tenant shall fail to pay any sums when and as the same become due and payable and such failure continues for more than five days after Notice to Tenant of such default; or (ii) if Tenant shall fail to perform or observe any other term hereof or of the Rules and Regulations of Landlord to be performed or observed by Tenant, such failure shall continue for more than ten days after written notice thereof from Landlord, and Tenant shall not within such ten day period commence with due diligence and dispatch the curing of such default, or, having so commenced, shall thereafter fail or neglect to prosecute or complete with due diligence and dispatch the curing of such default; (iii) if Tenant shall make a general assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts as they become due or shall file a petition in bankruptcy, or shall be adjudicated as insolvent or shall file a petition in any proceeding seeking any reorganization, arrangements, composition, readjustment, liquidation, dissolution or similar relief under any present or future law, or shall file an answer admitting or fail timely to contest or acquiesce in the appointment of any trustee, receiver or liquidator of Tenant or any material part of its properties; (iv) if, within sixty days after the commencement of any proceeding against Tenant seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future law, such proceeding shall not have been dismissed, or if, within sixty days after the appointment without the consent or acquiescence of Tenant, of any trustee, receiver or liquidator of Tenant or of any material part of its properties, such appointment shall not have been vacated; or (v) if this Agreement or any estate of Tenant hereunder shall be levied upon under any attachment or execution and such attachment or execution is not vacated within ten days.

(b) If, as a matter of law, Landlord has no right on the bankruptcy of Tenant to terminate this Agreement, then, if Tenant, as debtor, or its trustee wishes to assume or assign this Agreement, in addition to curing or adequately assuring the cure of all defaults existing under this Agreement on Tenant's part on the date of filing of the proceeding (such assurances being defined below), Tenant, as debtor, or the trustee or assignee must also furnish adequate assurances of future performance under this Agreement (as defined below). Adequate assurance of curing defaults means the posting with Landlord of a sum in cash sufficient to defray the cost of such a cure. Adequate assurance of future performance under this Agreement means posting a deposit equal to three months' of the Lease Fee, including all other charges payable by Tenant hereunder, and, in the case of an assignee, assuring Landlord that the assignee is financially capable of assuming this Agreement, and that its use of the Premises will not be detrimental to the other tenants or licensees in the Property or Landlord. In a reorganization under Chapter 11 of the Bankruptcy Code, the debtor or trustee must assume this Agreement or assign it within sixty days from the filing of the proceeding, or he shall be deemed to have rejected and terminated this Agreement.

(b) Landlord fails, after proper Notice of same, to correct or cure any issues which would prevent Tenant or its subtenants on an ongoing basis to utilize the Parking Structure as and when needed by said Tenant or subtenant.

16. **REMEDIES:** If an Event of Default shall exist, then Landlord or Tenant shall have the following remedies:

(a) Either party, may at any time after the occurrence of an Event of Default, give to the other thirty (30) days' notice of termination of this Agreement, and in the event such notice is given,

the Default is not cured within the thirty (30) days, this Agreement shall terminate but either party shall remain liable for damages as provided herein.

(b) The remedies provided for in this Agreement are in addition to any other remedies available to Landlord and Tenant at law or in equity by statute or otherwise.

17. **ASSIGNMENT AND SUBLETTING:** Tenant shall not assign this Agreement or sublicense any portion of the Property to anyone not affiliated with Tenant (i.e., it's subtenants) without the prior written consent of Landlord, which consent may be withheld in Landlord's sole discretion.

18. **LANDLORDS TRANSFER:** Landlord may transfer any portion of the Property and any of its rights under this Agreement without the consent of Tenant. If Landlord assigns its rights under this Agreement, then Landlord shall thereby be released from any further obligations hereunder arising after the date of transfer, provided that the assignee assumes Landlord's obligations hereunder in writing.

19. **ESTOPPEL CERTIFICATES:** From time to time, Tenant shall furnish to any party designated by Landlord, within ten days of Landlord's request, a certificate signed by Tenant confirming and containing such factual certifications and representations as to this Agreement as Landlord may request, including the following facts: (a) this Agreement is in full force and effect, (b) the terms and provisions of this Agreement have not been changed, (c) not more than one monthly installment of the gross rent has been paid in advance, (d) there are no claims against Landlord nor any defenses or rights of offset against collection of the gross rent other charges, (e) Landlord is not in default under this Agreement, and (f) any additional information as may be reasonably requested by Landlord.

20. **NOTICES:** Any notice given by Landlord or Tenant under this Agreement shall be in writing and shall be deemed to have been duly given when (a) personally delivered; or (b) three days after being deposited in the United States mail, certified or registered, return receipt requested, postage prepaid; or (c) one business day after being deposited with a nationally recognized overnight courier service, sent for and guaranteeing next business day delivery and in all instances to the addresses set forth below, or to such other address as a party hereunder may from time to time designate in a notice to the other party:

Tenant's Address for Notices:

**Vibe of Plymouth LLC**  
**812 S. Main Street, Suite 200**  
Royal Oak, MI 48067  
Attn: Frank Jarbou



Landlord's Address for Notices:

The New 555 Commercial LLC  
555 S. Old Woodward Ave., Suite 705  
Birmingham, Michigan 48009

21. **FORCE MAJEURE:** Other than for Tenant's obligations under this Agreement that can be performed by the payment of money (e.g., payment of the Lease Fee and maintenance of insurance), whenever a period of time is herein prescribed for action to be taken by either party hereto, such party shall not be liable or responsible for, and there shall be excluded from the computation of any such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, war, terrorist acts or activities, governmental laws, regulations, or restrictions, or any other causes of any kind whatsoever which are beyond the reasonable control of such party.

22. **BROKERAGE:** Neither Landlord nor Tenant has dealt with any broker or agent in connection with the negotiation or execution of this Agreement. Landlord and Tenant shall each indemnify, defend and hold the other harmless from and against all costs, expenses, reasonable attorneys' fees, liens and other liability for commissions or other compensation claimed by any broker or agent claiming the same by, through or under the indemnifying party in connection with this Agreement.

23. **SERVERABILITY:** If any clause or provision of this Agreement is illegal, invalid, or unenforceable under present or future laws, then the remainder of this Agreement shall not be affected thereby and in lieu of such clause or provision, there shall be added as a part of this Agreement a clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid, and enforceable.

24. **AMENDMENTS:** This Agreement may not be amended, except by an instrument in writing signed by Landlord and Tenant. The terms and conditions contained in this Agreement shall inure to the benefit of and be binding upon the parties hereto, and upon their respective successors in interest and legal representatives, except as otherwise herein expressly provided. This Agreement is for the sole benefit of Landlord and Tenant, and, other than Landlord's current or future mortgagee, if any, no third party shall be deemed a third party beneficiary hereof.

25. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between Landlord and Tenant regarding the subject matter hereof and supersedes all oral statements and prior writings relating thereto. Except for those set forth in this Agreement, no representations, warranties, or agreements have been made by Landlord or Tenant to the other with respect to this Agreement or the obligations of Landlord or Tenant in connection therewith. The normal rule of construction that any ambiguities be resolved against the drafting party shall not apply to the interpretation of this Agreement or any exhibits or amendments hereto. The captions and headings used throughout this Agreement are for convenience of reference only and shall not affect the interpretation of this Agreement.

26. **WAIVER:** One or more waivers of any covenant or condition by a party shall not be construed as a waiver of a further breach of the same covenant or condition. No provision of this Agreement shall be deemed to have been waived by Landlord unless such waiver is in writing signed

by Landlord, and no custom or practice which may evolve between the parties in the administration of the terms hereof shall waive or diminish the right of Landlord to insist upon the performance by Tenant in strict accordance with the terms hereof.

27. **NO REPRESENTATIONS OR WARRANTIES:** Landlord makes no representations or warranties of any kind with respect to the Property. The Property is hereby provided to Tenant in its "as-is" "where is" "with all faults" condition.

28. **WAIVER OF JURY TRIAL:** TO THE MAXIMUM EXTENT PERMITTED BY LAW, LANDLORD AND TENANT EACH WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY LITIGATION OR TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE ARISING OUT OF OR WITH RESPECT TO THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith OR THE TRANSACTIONS RELATED HERETO.

29. **MISCELLANEOUS:** This Agreement will not be recorded by Tenant. Nothing contained in this Agreement is intended to be a gift or dedication of any portion of the Property to the general public or for any public use or purpose whatsoever. This Agreement is for the exclusive benefit of Tenant and Landlord as defined herein, and nothing in this Agreement, express or implied, confers upon any person, other than Tenant and Landlord, any rights or remedies under or by reason of this Agreement.

30. **APPLICABLE LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

[Signature Page Follows]

**[SIGNATURE PAGE TO PARKING AGREEMENT BETWEEN  
THE 555 BUILDING CONDOMINIUM ASSOCIATION AND VIBE OF BIRMINGHAM LLC]**

The undersigned have executed this Agreement as of the date first above written.

**LANDLORD:**

**The New555 Commercial LLC**

**By: 555 Residential LLC**

**By : Tartan Enterprises, LLC its General Partner**

By: \_\_\_\_\_

John J. Reinhart

Its: Authorized Member

**TENANT:**

Vibe of Birmingham, LLC

By: \_\_\_\_\_

Name: Frank Jarbou \_\_\_\_\_

Its: Authorized Member \_\_\_\_\_

**PLYMOUTH VIBE SALON**  
**Occupancy Summary**  
**November 2020 to March 2021**

---

	<u>Daily Ave. Suites Accessed</u>	<u>Daily Pct. of Suites Accessed</u>	<u>Highest Daily Suite Access</u>
November 2020	9.5	33.9%	13
December 2020	10.0	35.7%	13
January 2021	9.6	34.3%	13
February 2021	6.6	23.7%	9
March 2021	6.3	22.5%	9

Day	Date	# of Suites Accessed	% of Suites in Building (28)
Sun	11/1/2020	4	14.3%
Mon	11/2/2020	12	42.9%
Tue	11/3/2020	11	39.3%
Wed	11/4/2020	11	39.3%
Thu	11/5/2020	11	39.3%
Fri	11/6/2020	9	32.1%
Sat	11/7/2020	10	35.7%
Sun	11/8/2020	5	17.9%
Mon	11/9/2020	11	39.3%
Tue	11/10/2020	11	39.3%
Wed	11/11/2020	12	42.9%
Thu	11/12/2020	13	46.4%
Fri	11/13/2020	13	46.4%
Sat	11/14/2020	13	46.4%
Sun	11/15/2020	8	28.6%
Mon	11/16/2020	6	21.4%
Tue	11/17/2020	11	39.3%
Wed	11/18/2020	13	46.4%
Thu	11/19/2020	11	39.3%
Fri	11/20/2020	13	46.4%
Sat	11/21/2020	9	32.1%
Sun	11/22/2020	5	17.9%
Mon	11/23/2020	11	39.3%
Tue	11/24/2020	12	42.9%
Wed	11/25/2020	11	39.3%
Thu	11/26/2020	2	7.1%
Fri	11/27/2020	3	10.7%
Sat	11/28/2020	5	17.9%
Sun	11/29/2020	7	25.0%
Mon	11/30/2020	12	42.9%

<b>AVG # of Suites Accessed per Day</b>	<b>9.5</b>
---	------------

Day	Date	# of Suites Accessed	% of Suites in Building (28)
Tue	12/1/2021	12	42.9%
Wed	12/2/2021	13	46.4%
Thu	12/3/2021	13	46.4%
Fri	12/4/2021	10	35.7%
Sat	12/5/2021	11	39.3%
Sun	12/6/2021	5	17.9%
Mon	12/7/2021	8	28.6%
Tue	12/8/2021	13	46.4%
Wed	12/9/2021	12	42.9%
Thu	12/10/2021	13	46.4%
Fri	12/11/2021	7	25.0%
Sat	12/12/2021	12	42.9%
Sun	12/13/2021	5	17.9%
Mon	12/14/2021	12	42.9%
Tue	12/15/2021	13	46.4%
Wed	12/16/2021	12	42.9%
Thu	12/17/2021	13	46.4%
Fri	12/18/2021	11	39.3%
Sat	12/19/2021	13	46.4%
Sun	12/20/2021	8	28.6%
Mon	12/21/2021	11	39.3%
Tue	12/22/2021	13	46.4%
Wed	12/23/2021	13	46.4%
Thu	12/24/2021	7	25.0%
Fri	12/25/2021	2	7.1%
Sat	12/26/2021	2	7.1%
Sun	12/27/2021	3	10.7%
Mon	12/28/2021	10	35.7%
Tue	12/29/2021	12	42.9%
Wed	12/30/2021	12	42.9%
Thu	12/31/2021	9	32.1%

<b>AVG # of Suites Accessed per Day</b>	<b>10.03333</b>
---	-----------------

Day	Date	# of Suites Accessed	% of Suites in Building (28)
Fri	1/1/2021	2	7.1%
Sat	1/2/2021	7	25.0%
Sun	1/3/2021	4	14.3%
Mon	1/4/2021	9	32.1%
Tue	1/5/2021	11	39.3%
Wed	1/6/2021	12	42.9%
Thu	1/7/2021	13	46.4%
Fri	1/8/2021	10	35.7%
Sat	1/9/2021	13	46.4%
Sun	1/10/2021	2	7.1%
Mon	1/11/2021	5	17.9%
Tue	1/12/2021	12	42.9%
Wed	1/13/2021	11	39.3%
Thu	1/14/2021	12	42.9%
Fri	1/15/2021	12	42.9%
Sat	1/16/2021	12	42.9%
Sun	1/17/2021	4	14.3%
Mon	1/18/2021	10	35.7%
Tue	1/19/2021	12	42.9%
Wed	1/20/2021	11	39.3%
Thu	1/21/2021	10	35.7%
Fri	1/22/2021	13	46.4%
Sat	1/23/2021	11	39.3%
Sun	1/24/2021	7	25.0%
Mon	1/25/2021	9	32.1%
Tue	1/26/2021	10	35.7%
Wed	1/27/2021	13	46.4%
Thu	1/28/2021	12	42.9%

<b>AVG # of Suites Accessed per Day</b>	<b>9.607143</b>
---	-----------------



Day	Date	# of Suites Accessed	% of Suites in Building (28)
Mon	2/1/2021	5	0.178571
Tue	2/2/2021	9	0.321429
Wed	2/3/2021	7	0.25
Thu	2/4/2021	7	0.25
Fri	2/5/2021	8	0.285714
Sat	2/6/2021	9	0.321429
Sun	2/7/2021	3	0.107143
Mon	2/8/2021	4	0.142857
Tue	2/9/2021	9	0.321429
Wed	2/10/2021	8	0.285714
Thu	2/11/2021	7	0.25
Fri	2/12/2021	8	0.285714
Sat	2/13/2021	9	0.321429
Sun	2/14/2021	3	0.107143
Mon	2/15/2021	3	0.107143
Tue	2/16/2021	9	0.321429
Wed	2/17/2021	7	0.25
Thu	2/18/2021	8	0.285714
Fri	2/19/2021	9	0.321429
Sat	2/20/2021	8	0.285714
Sun	2/21/2021	3	0.107143
Mon	2/22/2021	4	0.142857
Tue	2/23/2021	7	0.25
Wed	2/24/2021	6	0.214286
Thu	2/25/2021	8	0.285714
Fri	2/26/2021	9	0.321429
Sat	2/27/2021	7	0.25
Sun	2/28/2021	2	0.071429

**Avg % of Suites Accessed      0.237245**

Day	Date	# of Suites Accessed	% of Suites in Building (28)
Mon	3/1/2021	3	0.107143
Tue	3/2/2021	8	0.285714
Wed	3/3/2021	7	0.25
Thu	3/4/2021	6	0.214286
Fri	3/5/2021	9	0.321429
Sat	3/6/2021	8	0.285714
Sun	3/7/2021	3	0.107143
Mon	3/8/2021	4	0.142857
Tue	3/9/2021	9	0.321429
Wed	3/10/2021	6	0.214286
Thu	3/11/2021	8	0.285714
Fri	3/12/2021	8	0.285714
Sat	3/13/2021	9	0.321429
Sun	3/14/2021	4	0.142857
Mon	3/15/2021	3	0.107143
Tue	3/16/2021	8	0.285714
Wed	3/17/2021	4	0.142857
Thu	3/18/2021	6	0.214286
Fri	3/19/2021	8	0.285714
Sat	3/20/2021	8	0.285714
Sun	3/21/2021	4	0.142857
Mon	3/22/2021	4	0.142857
Tue	3/23/2021	9	0.321429
Wed	3/24/2021	7	0.25
Thu	3/25/2021	8	0.285714
Fri	3/26/2021	8	0.285714
Sat	3/27/2021	9	0.321429
Sun	3/28/2021	3	0.107143
Mon	3/29/2021	2	0.071429
Tue	3/30/2021	7	0.25
Wed	3/31/2021	6	0.214286

**Avg % of suites accessed      0.225806**

## **Birmingham City Commission Minutes**

**March 8, 2021**

**7:30 P.M.**

**Virtual Meeting**

**Meeting ID: 655 079 760**

**Vimeo Link: <https://vimeo.com/event/3470/videos/515580935/>**

### **I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE**

Pierre Boutros, Mayor, opened the meeting with the Pledge of Allegiance.

### **II. ROLL CALL**

Alexandra Bingham, City Clerk, called the roll.

Present: Mayor Boutros (location: Birmingham, MI)  
Mayor Pro Tem Longe (location: Birmingham, MI)  
Commissioner Baller (location: Birmingham, MI)  
Commissioner Hoff (location: Birmingham, MI)  
Commissioner Host (location: Birmingham, MI)  
Commissioner Nickita (location: Birmingham, MI)  
Commissioner Sherman (location: Birmingham, MI)

Absent: None

Administration: City Manager Markus, City Clerk Bingham, Police Chief Clemence, City Attorney Kucharek, Planning Director Ecker, Finance Director Gerber, Interim HR Director/Assistant City Manager Hock, Building Official Johnson, City Attorney Kucharek, Deputy Treasurer Todd

### **III. PROCLAMATIONS, CONGRATULATORY RESOLUTIONS, AWARDS, APPOINTMENTS, RESIGNATIONS AND CONFIRMATIONS, ADMINISTRATION OF OATHS, INTRODUCTION OF GUESTS AND ANNOUNCEMENTS.**

#### **Announcements**

- Happy Birthday Commissioner Baller

### **IV. OPEN TO THE PUBLIC FOR MATTERS NOT ON THE AGENDA**

Brief updates were provided by County Commissioner Chuck Moss.

### **V. CONSENT AGENDA**

All items listed on the consent agenda are considered to be routine and will be enacted by one motion and approved by a roll call vote. There will be no separate discussion of the items unless a commissioner or citizen so requests, in which event the item will be removed from the general order of business and considered under the last item of new business.

## 03-052-21                      Consent Agenda

The following items were pulled from the Consent Agenda:

- Commissioner Hoff:    Item A – City Commission Meeting Minutes Of February 22, 2021  
                                  Item E – Updated Park Rules and Regulations  
                                  Item H – Cost Participation Agreement with the Board of Road  
                                  Commissioners of the County of Oakland  
                                  Item I – Use of Personal Identification Numbers for Filing Personal and  
                                  Property Taxes Electronically
- Commissioner Sherman:  
                                  Item G – On-Street Parking at 670 S. Old Woodward

**MOTION:**                      Motion by Commissioner Sherman, seconded by Commissioner Host:  
To approve Consent Agenda items B, C, D and F.

ROLL CALL VOTE:    Ayes,    Commissioner Sherman  
   Commissioner Host  
   Commissioner Nickita  
   Commissioner Hoff  
   Mayor Boutros  
   Mayor Pro Tem Longe  
   Commissioner Baller

Nays,    None

- B.        Resolution approving the warrant list, including Automated Clearing House payments, dated February 24, 2021, in the amount of \$4,908,727.09.
- C.        Resolution approving the warrant list, including Automated Clearing House payments, dated March 3, 2021, in the amount of \$1,205,931.69.
- D.        Resolution to approve the purchase and planting of eighty-three (83) trees from KLM Landscape for the Spring 2021 Tree Purchase and Planting Program for a total project cost not to exceed \$34,970.00. Funds are available from the Local Streets Fund-Forestry Service Contract account #203-449.005-819.0000, the Major Streets Fund-Forestry Service Contract account #202-449.005-819.0000, the Local Streets Fund-Operating Supplies account #203-449.005-729.0000, the Major Streets Fund-Operating Supplies account #202-449.005-729.0000 and the Parks- Other Contractual Services account #101-751.000-811.0000 for these services. Further, to authorize the Mayor and City Clerk to sign the agreement on behalf of the City upon receipt of the required insurance coverage.
- F.        Resolution to approve the Program Year 2021 High Intensity Drug Trafficking Area (HIDTA) Sub recipient agreement between the County of Oakland and the City of Birmingham. Further, to authorize the Mayor and the City Manager to sign the agreement on behalf of the City.

## 03-053-21    (Item A) City Commission Meeting Minutes Of February 22, 2021

Commissioner Hoff noted the Commission did not vote to schedule a public hearing for Birmingham Sushi.

City Attorney Kucharek advised the Commission that at the March 22, 2021 meeting, if the restaurant has not cured the defect and a public hearing has to be set, the Commission should make a motion to set the public hearing for the same evening and to ask the owner to waive any complaint of defect of process. City Attorney Kucharek said it was very likely that the owner will have resolved the issue before then and that the public hearing would not have to be held.

PD Ecker confirmed she was working with counsel for Birmingham Sushi and that they had every intent to resolve their issues with the City before the March 22, 2021 meeting.

**MOTION:** Motion by Commissioner Hoff, seconded by Commissioner Sherman:  
To approve the City Commission meeting minutes of February 22, 2021.

ROLL CALL VOTE: Ayes, Commissioner Sherman  
Commissioner Host  
Commissioner Nickita  
Commissioner Hoff  
Mayor Boutros  
Mayor Pro Tem Longe  
Commissioner Baller

Nays, None

### **03-054-21 (Item E) Updated Park Rules and Regulations**

Commissioner Baller said closing the parks at 10 p.m. would prohibit someone from taking the Quarton Lake Trail, for instance, when walking after 10 p.m. He ventured that might be overly stringent. He raised a similar concern regarding the prohibition of alcohol in the parks, noting that sometimes people partake in a glass of wine during concerts in Shain Park or in similar circumstances. He said that perhaps a full prohibition was overbroad.

CM Markus opined that it is generally more appropriate for the City's family-friendly parks to be alcohol-free.

CM Markus and City Attorney Kucharek noted that relying solely on public drunkenness laws for alcohol enforcement in the parks sets a very high bar for police intervention. City Attorney Kucharek explained a person's behavior would have to endanger themselves, another person, property or cause a public disturbance for police to intervene. She said it would likely be better if that kind of behavior was curtailed well before it reached that level.

Chief Clemence concurred with CM Markus and City Attorney Kucharek. He said that having a rule prohibiting alcohol in the parks allows Birmingham Police Officers discretion in enforcing the rule when called for.

DPS Director Wood confirmed for Commissioner Hoff that anyone fishing in a City lake would have to procure a fishing license from the State.

**MOTION:** Motion by Commissioner Hoff, seconded by Mayor Pro Tem Longe:  
To adopt the updated Park Rules and Regulations as submitted with recommended changes.

ROLL CALL VOTE: Ayes, Commissioner Sherman  
Commissioner Host  
Commissioner Nickita  
Commissioner Hoff  
Mayor Boutros  
Mayor Pro Tem Longe  
Commissioner Baller

Nays, None

**03-055-21 (Item G) On-Street Parking at 670 S. Old Woodward**

Two Commissioners stated an item about parking allocations would ordinarily be an agenda item for the Commission and not a consent agenda item.

Dennis Cowan, attorney, and Frank Jarbou, owner, were present on behalf of the item.

Mr. Cowan stated that the proposed salon has a tracking system that shows that the building only ever reaches about a third of its occupancy at any given time. He said that Mr. Jarbou is working to revise the number of salon chairs being proposed down.

Commissioner Nickita noted the Commission could not make parking decisions based on likely occupancy. He said they had to make decisions based on maximum potential occupancy, and that not doing so could set a precedent.

The majority of Commissioners expressed concerns about the parking intensity required for a salon in that area. It was observed that there were a lot of other parking-intensive uses in the same area already. They were largely uncomfortable with counting the eight spots towards the overall parking requirements for the building before a shared parking agreement had been pursued.

CP Dupuis explained that even if Mr. Jarbou were able to finalize a shared parking agreement with a nearby building it would be unlikely to 'count' towards their parking requirements. The ordinance says that if a building enters into a shared parking agreement, the building with which the parking is shared has to be within 100 feet of the first building. CP Dupuis noted the closest building with which 670 S. Old Woodward could share parking is approximately 200 feet away.

Commissioner Baller noted that the Commission had been putting effort into supporting businesses during Covid-19, and said that since Staff recommended allowing the eight spaces to count towards the parking requirement he would support that recommendation.

**MOTION:** Motion by Commissioner Baller, with no second.

To approve the use of 8 parking spaces in the right-of-way adjacent to the property located at 670 S. Old Woodward to help fulfill the parking requirements per Article 4, section 4.43 (G) (4) of the Zoning Ordinance.

Motion failed for lack of a second.

Commissioner Sherman recommended that the discussion be postponed. He recommended the applicant attempt to obtain a shared parking arrangement before requesting the counting of the eight adjacent spots.

Commissioner Hoff recommended that the applicant finish determining the reduced number of salon chairs they intend to have in order to reduce the number of required parking spaces. She recommended they also pursue a variance from the Board of Zoning Appeals.

Mr. Cowan said the applicant will pursue a shared parking arrangement. He said they may still request the eight spaces from the Commission after that, and then would pursue a variance with the BZA.

**03-056-21 (Item H) Cost Participation Agreement with the Board of Road Commissioners of the County of Oakland**

In reply to Commissioner Hoff, Consulting City Engineer Surhigh said the water and sewer systems along this stretch of Cranbrook were not in need of repair. He stated that the traffic signal at Maple and Cranbrook would not be replaced.

**MOTION:** Motion by Commissioner Hoff, seconded by Commissioner Host:  
To approve the Cost Participation Agreement with the Board of Road Commissioners of The County of Oakland, agreeing to pay the City's share of construction costs related to the road resurfacing and traffic signal improvements on Cranbrook Road between 14 Mile Road and Maple Road. The total amount of the City's share of the cost is \$166,799: with \$7,965 for traffic signal work to be charged to 202-303.001-971.0100, Major Street Fund Traffic Controls; and, \$158,834 for roadwork to be charged to the Major Streets Fund Public Construction, 202-449.001-981.0100. Also, to direct the Mayor to sign the agreement on behalf of the City.

ROLL CALL VOTE: Ayes, Commissioner Sherman  
Commissioner Host  
Commissioner Nickita  
Commissioner Hoff  
Mayor Boutros  
Mayor Pro Tem Longe  
Commissioner Baller

Nays, None

**03-057-21 (Item I) Use of Personal Identification Numbers for Filing Personal and Property Taxes Electronically**

Commissioner Hoff noted the dates included in this item needed to be changed from March 15, 2021 to March 8, 2021.

City Clerk Bingham confirmed she would amend the dates.

**MOTION:** Motion by Commissioner Hoff, seconded by Commissioner Nickita:  
To authorize the use of personal identification numbers acquired from the Michigan Department of Treasury as electronic signatures for the purpose of filing personal and property taxes that are filed electronically.

ROLL CALL VOTE: Ayes, Commissioner Sherman  
Commissioner Host  
Commissioner Nickita



Commissioner Hoff  
Mayor Boutros  
Mayor Pro Tem Longe  
Commissioner Baller

Nays, None

## **VI. UNFINISHED BUSINESS**

None.

## **VII. NEW BUSINESS**

**03-058-21                      Public Hearing – 219 Elm St. – All Seasons 2**

The Mayor opened the public hearing at 8:31 p.m.

In reply to a question from Commissioner Baller, CM Markus confirmed that any monies paid by the owners of All Seasons 2 for additional parking would be put aside.

Mark Highlen, applicant, John Thompson, engineer, and Xander Bogaerts, architect, were present on behalf of the application.

In reply to a question from Mayor Pro Tem Longe, Mr. Highlen stated that the project's aim for LEED certification is to score well above the required 40 points in order to ensure certification is achieved. He said that they were aiming for the base level certification. He also confirmed that they would retrofit the building to achieve LEED certification if the project is not granted it after the first review.

In reply to CM Markus, PD Ecker confirmed that if the building were initially denied LEED certification, the applicant would be denied occupancy of the building until the LEED certification was granted.

The Mayor closed the public hearing at 9:07 p.m.

**MOTION:**                      Motion by Commissioner Sherman, seconded by Commissioner Baller:  
To approve the Special Land Use Permit, Final Site Plan and Design Review application to allow the construction and operation of the All Seasons 2 independent senior living facility at 219 Elm St.

Commissioner Nickita said the approval of this project demonstrates the City's commitment to creating spaces where Birmingham residents can continue to age gracefully in the City.

Commissioner Nickita said he felt the information provided as part of the agenda item was somewhat insufficient in terms of representing the proposed building in context and demonstrating its potential impact on the surrounding area. He said that, in the future, all site plans, renderings, and other visual representations submitted to the Planning Department as part of an item should be included in the Commission's agenda packet for consideration of said item.

### Public Comment

Paul Reagan noted that the support of the adjacent neighborhood association was cited in regards to the project. He asked where that support was documented.

PD Ecker noted that Doug Feehan, the president of the adjacent neighborhood association, had met with the applicant and expressed his approval of the updated designs.

CP Dupuis stated that Mr. Feehan spoke at the Planning Board review of this proposal and that his comments were documented in minutes and included as part of this item.

ROLL CALL VOTE:     Ayes, Commissioner Sherman  
                                 Commissioner Baller  
                                 Commissioner Nickita  
                                 Mayor Pro Tem Longe  
                                 Commissioner Host  
                                 Commissioner Hoff  
                                 Mayor Boutros

Nays, None

### **03-059-21                    First Draft Master Plan Review and Adoption Process**

CM Markus introduced the item.

Commissioner Host said it had been his preference since October 2020 to have the Commission and Planning Board meet and discuss the master plan before the writing of the second draft is commenced.

PD Ecker provided an outline of how the rest of the feedback and revision process for the master plan would work. She noted that all the proposed revisions to the first draft of the master plan would be reviewed by the Planning Board and then submitted to the Commission for their comment and review before the writing of the second draft begins. She said the Planning Board and the Commission would then have a joint meeting in Summer 2021 where they would also discuss the master plan.

**MOTION:**                    Motion by Commissioner Nickita, seconded by Commissioner Sherman:  
To adopt Resolution #03-59-21 to affirm and approve the master plan review and adoption process from the first draft of the 2040 Plan to the final public hearing to consider adoption of the final draft of the Birmingham 2040 Plan.

ROLL CALL VOTE:     Ayes, Commissioner Nickita  
                                 Commissioner Sherman  
                                 Mayor Pro Tem Longe  
                                 Commissioner Baller  
                                 Commissioner Host  
                                 Commissioner Hoff  
                                 Mayor Boutros

Nays, None

### **03-060-21                    Poverty Exemption and Updated Hardship Application**

Deputy Treasurer Todd reviewed the item.

City Attorney Kucharek confirmed the process had been updated to reflect changes in state law.

**MOTION:**                    Motion by Commissioner Hoff, seconded by Commissioner Sherman:

To adopt a policy relative to the review and granting of poverty exemption by the City and the updated Hardship Application.

ROLL CALL VOTE:     Ayes, Commissioner Sherman  
                                 Mayor Pro Tem Longe  
                                 Commissioner Baller  
                                 Commissioner Host  
                                 Commissioner Nickita  
                                 Commissioner Hoff  
                                 Mayor Boutros

Nays, None

**03-061-21                    Emergency Repair Invoice Authorization for the Chester Street Parking Structure**

The Commission had no comment on the item.

**MOTION:**                    Motion by Commissioner Sherman, seconded by Mayor Pro Tem Longe:  
To approve the October 21, 2020 invoice in the amount of \$9,360 and approval of the City Manager authorized emergency repair of the Chester Street Parking structure elevator agreements in the amount of \$11,611.

ROLL CALL VOTE:     Ayes, Commissioner Sherman  
                                 Mayor Pro Tem Longe  
                                 Commissioner Baller  
                                 Commissioner Host  
                                 Commissioner Nickita  
                                 Commissioner Hoff  
                                 Mayor Boutros

Nays, None

**03-062-21                    Continuation of COVID-19 Business Relief**

Interim HR Director/Assistant City Manager Hock reviewed the item.

Commissioner Host said he would be fine with the proposed motion as long as the gate remained down at the structures so the City could collect more data on the parking structures' use.

Commissioner Sherman said that while he valued the need for data, the revenue report included as part of this item in the agenda packet sufficiently demonstrated the current dearth of use of the City's parking system.

**MOTION:**                    Motion by Commissioner Sherman, seconded by Commissioner Nickita:  
To continue the Revised Temporary Signage Regulations due to COVID-19, to continue the Revised Temporary COVID-19 Off-Season Outdoor Dining Standards, and to waive parking fees charged for monthly permit parking holders and all other fees in all parking structures until June 30, 2021. All parking

fees including but not limited to monthly permit parking fees and gate fees shall resume effective July 1, 2021.

PD Ecker confirmed for Mayor Pro Tem Longe that the regular outdoor dining standards would resume on July 1, 2021. PD Ecker confirmed for Commissioner Nickita that the Planning Board would be adding year-round outdoor seating options to their action list.

Commissioner Baller noted that the discussion after the motion was made should pertain specifically to the motion. Regarding the motion, he said he was comfortable with the first two parts but not comfortable with the third. He said it would lead to the City foregoing too much money in parking fees especially when the state might be much more open by July 1, 2021. He also said that allowing the third part of the motion did not sufficiently address the ongoing issue of the lengthy permit parking waiting list.

#### Public Comment

John Henke spoke as an attorney for a number of Birmingham restaurants. He said that ending the Covid-19 business relief provisions on June 30, 2021 was shortsighted and contrary to what other local municipalities were doing. He recommended that the provisions be extended at least through Fall 2021, if not through the beginning of 2022.

Interim HR Director/Assistant City Manager Hock advised the Commission that they could elect to further extend these provisions at any point if they so choose.

ROLL CALL VOTE:     Ayes,     Mayor Pro Tem Longe  
   Commissioner Sherman  
   Commissioner Nickita  
   Commissioner Hoff  
   Mayor Boutros

                                 Nays,     Commissioner Baller  
   Commissioner Host

#### **Commission Discussion on items from prior meetings.**

**Commission Items for Future Discussion.** A motion is required to bring up the item for future discussion at the next reasonable agenda, no discussion on the topic will happen tonight.

<b>VIII. REMOVED FROM CONSENT AGENDA</b>
--

<b>IX. COMMUNICATIONS</b>
---------------------------

A.        Temporary COVID-19 Outdoor Dining Resolution

Mayor Boutros acknowledged the City's receipt of the February 25, 2021 letter from Edward A. Fuller that was included in the evening's agenda packet.

Commissioner Host said he has been very disappointed to see certain Birmingham restaurants extend their outdoor seating to be in front of adjacent businesses without speaking to the other businesses' owners.

Commissioner Hoff asked if there was a way for the Commission to encourage restaurants to come to agreements regarding outdoor seating in front of their neighbors' businesses.

CM Markus said it would be most appropriate for restaurants to communicate with their neighbors about outdoor seating arrangements in the spirit of neighborliness. He acknowledged that the City's current provision as written does allow restaurants to create outdoor seating in the parking spots in front of adjacent businesses without any need for consent from the adjacent business owner. He said he would not have necessarily advised such a broad allowance had he been part of authoring the resolution.

- B. Communication from Cory "King" Holland
  - a) Communication by Stuart Sherman

City Manager Markus provided a brief overview of the correspondence received. He noted that two emails had been sent to the City by Mr. Holland for inclusion in the meeting's communications. Mr. Holland, citing his aphasia, requested a disability accommodation that included having both of his emails read into the record.

City Attorney Kucharek, having determined that Mr. Holland's request constituted a reasonable accommodation, read Mr. Holland's emails into the record.

### **03-063-21                      Motion to Extend Meeting by 15 Minutes**

Noting that the current meeting had overrun the agreed upon 10 p.m. time limit, Commissioner Baller recommended that the Commission authorize a 15 minute extension of the meeting.

**MOTION:**                      Motion by Commissioner Baller, seconded by Mayor Pro Tem Longe:  
To authorize the present Commission meeting to continue until 10:15 p.m.

ROLL CALL VOTE:        Ayes,    Commissioner Baller  
   Mayor Pro Tem Longe  
   Commissioner Sherman  
   Commissioner Host  
   Commissioner Nickita  
   Commissioner Hoff  
   Mayor Boutros

Nays,                      None

After the motion to extend the meeting, Commissioner Sherman offered a brief statement regarding Mr. Holland's emails.

<b>X.        REPORTS</b>
--------------------------

- A. Commissioner Reports - Notice to Appoint (1) Architectural Review Comm., (2) Housing Board of Appeals, (3) Brownfield Redevelopment Authority
- B. Commissioner Comments
- C. Advisory Boards, Committees, Commissions' Reports and Agendas
- D. Legislation
- E. City Staff
  - 1. 2nd Quarter Financial Report
  - 2. 2nd Quarter Investment Report
  - 3. 2020 Police Department Annual Report

INFORMATION ONLY

**XI. ADJOURN**

Mayor Boutros adjourned the meeting at 10:13 p.m.

*Alexandria D. Bingham*

---

Alexandria Bingham, City Clerk  
/le



## MEMORANDUM

---

**DATE:** April 7<sup>th</sup>, 2021

**TO:** Thomas Markus, City Manager

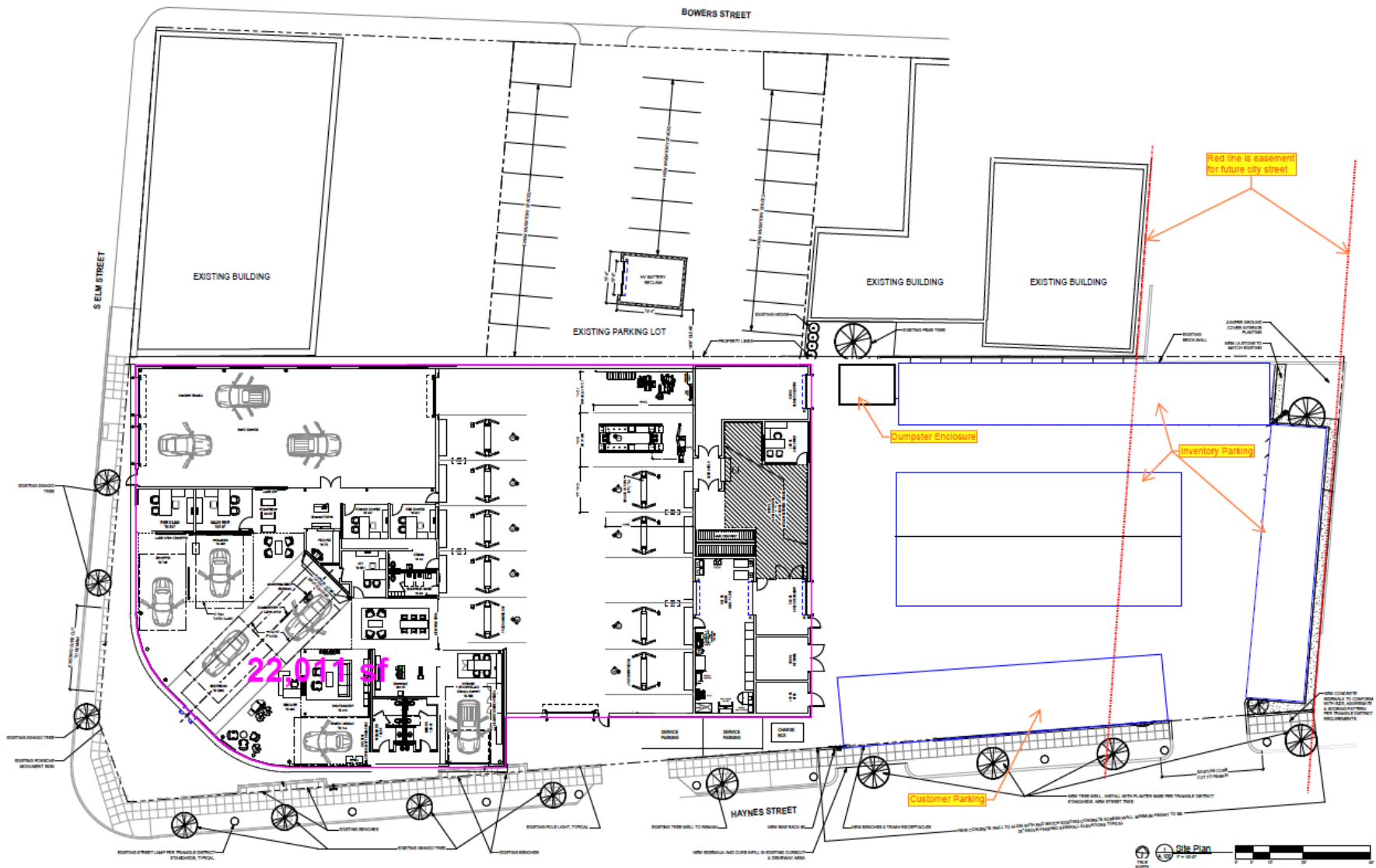
**FROM:** Brooks Cowan, City Planner  
Jana L. Ecker, Planning Director

**SUBJECT:** Status Update: 34350 Woodward and 907 – 911 Haynes Street  
Lot Combination Application

---

City staff has continued to work with the applicant regarding the proposed lot combination application and the Triangle District Plan's Worth Street extension recommendation. Staff has met with the applicant to discuss terms of a proposed agreement for the Worth Street extension, what the lot combination and SLUP review process may look like, and to provide feedback on an updated conceptual site plan submitted by the applicant. The Planning Division completed an informal review of the conceptual site plan submitted by the applicant which proposes a 22,011 square foot auto sales and showroom. The review summarized the number of variances the conceptual plan would require and noted the requirement for a Community Impact Study. The informal review was provided to the applicant and is attached along with the conceptual site plan for review by the City Commission. Please find the attached draft agreement submitted by the applicant as well.





PRAXIS3

Fred Lavery

Fred Lavery Porsche  
Birmingham, MI

Site Plan

Project No. 20114

A.100



## MEMORANDUM

---

**DATE:** March 30, 2021

**TO:** Tom Markus, City Manager  
Mary Kucharek, City Attorney

**FROM:** Brooks Cowan, City Planner  
Jana L. Ecker, Planning Director

**SUBJECT:** 34350 Woodward and 907 – 911 Haynes Street  
Conceptual Planning Review of Development Proposal

---

City Planning staff has completed a conceptual review of the attached development proposal for 34350 Woodward and 907 – 911 Haynes as discussed at our meeting with the property owner and his attorney. The development proposal includes a 22,011 square foot one story building to be used for auto sales/showroom and automotive service and repair. Planning staff was asked to identify the potential variances that may be required from the Board of Zoning Appeals for this proposal. Based on the conceptual drawing, the following variances required from the provisions of the Zoning Ordinance are as follows:

1. Building height is less than 3 stories (Section 3.08(C&D))
2. Building exceeds maximum 5ft setback from lot line (Section 3.08(C&D))
3. Building is not within 5ft of lot line for 75% of street frontage (Section 3.08(C&D))
4. Surface parking frontage exceeds 60 feet of total street frontage (Section 3.08(G)(1)(a))
5. Corner Building must be located at corner of lot (Section 3.08(G)(1)(b))
6. Parking must be setback 20 feet of building frontage (Section 3.08(G)(4))
7. Driveway shall be located to provide safe separation from street intersection and aligned with opposite side of street (Section 3.08(G)(8))
8. Building requires a pedestrian entrance every 50 feet (Section 3.09(A)(3))
9. Garage door may not be permitted on a front façade (Section 3.09(A)(4))
10. Entranceway must be inset 3ft (Section 3.09(B)(2))
11. Corner buildings must possess architectural design that details the prominent location (garage doors do not qualify) (Section 3.09(F))
12. Required customer and employee parking is 1/300 SF for sales floor area + 1 space per service stall (Section 4.46(Table A: Parking Requirements))

It should also be noted that as the proposed new building is greater than 20,000 SF, the applicant will be required to have a Community Impact Study approved by the Planning Board in conjunction with the Preliminary Site Plan review process. Final Site Plan and Design and SLUP approval will also be required from the Planning Board and the City Commission.

## **LMDP PROPERTY DEVELOPMENT AGREEMENT**

**THIS LMDP PROPERTY DEVELOPMENT AGREEMENT** (this "Agreement"), dated as of this \_\_\_\_ day of \_\_\_\_\_, 2021 (the "Effective Date"), is made by and between **Lavery Michigan Dealership Properties No. 1, LLC, a Michigan limited liability company** ("LMDP"), whose address is 440 Lake Park Drive, Birmingham, Michigan 48009, and the **City of Birmingham, a Michigan municipal corporation** (the "City"), whose address is 151 Martin Street, P.O. Box 3001, Birmingham, Michigan 48012-3001.

### **RECITALS**

A. LMDP owns certain real property situated in the City of Birmingham, Oakland County, Michigan, being more particularly described on attached **Exhibit A** and identified as the "Woodward Parcel" and the "Haynes Parcel."

B. The Woodward Parcel is situated to the west of and adjacent to the Haynes Parcel, is bounded by South Elm Street on the west and by Haynes Street on the south, and is zoned B2 with MU-7 Triangle District Overlay. The Haynes Parcel is bounded by the Woodward Parcel on the west and by Haynes Street on the south, and is zoned B2 with MU-5 Triangle District Overlay.

C. Automotive show rooms and sales agencies are permitted uses under the current zoning of both the Woodward Parcel and the Haynes Parcel pursuant to a Special Land Use Permit.

D. In 2010, LMDP received a Special Land Use Permit ("2010 SLUP") to operate a Porsche automotive dealership on the Woodward Parcel.

E. The City approved an amendment to the 2010 SLUP to allow for the temporary use of the Haynes Parcel as an office for the Lavery Audi sales and management team during the completion of renovations at the Lavery Audi automotive dealership located at 34602 Woodward

Avenue, Birmingham, Michigan 48009 (the "Temporary SLUP Amendment," and together with the 2010 SLUP, the "SLUP").

F. LMDP desires to amend the site plan of the Woodward Parcel in combination with the Haynes Parcel to demolish the currently-existing building on the Haynes Parcel and to accommodate changes in Porsche's dealership requirements that will impact both the Woodward Parcel and the Haynes Parcel (the "Amended Site Plan").

G. The City desires to obtain part of the Haynes Parcel in order to extend Worth St. in accordance with its Master Plan.

H. In advance of formal submittal to the City for approval of the Amended Site Plan, LMDP has applied to the City to combine the Woodward Parcel and the Haynes Parcel (the "Parcel Combination").

I. In the event that the Parcel Combination is approved, LMDP intends to proceed with formal submittal to the City for approval of the Amended Site Plan for related approval of a further amendment to the SLUP to incorporate the Haynes Parcel.

J. LMDP and the City mutually agree that the approval of the Parcel Combination, the Amended Site Plan (including any necessary variances) and the further amendment to the SLUP are necessary in order to implement LMDP's proposed plans, and while the City cannot commit to such approvals outside of the formal procedures prescribed therefor, LMDP and the City desire to enter into this Agreement for the purpose of evidencing certain agreements and understandings between the parties should formal approval of the Parcel Combination, the Amended Site Plan and the further amendment to the SLUP be issued by the City.

**NOW, THEREFORE**, for One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, LMDP and the City hereby agree as follows:

**ARTICLE I  
INCORPORATION OF RECITALS; CONTINGENT AGREEMENT**

1.     **Incorporation of Recitals.** The Recitals to this Agreement are fully incorporated in this Agreement by this reference thereto with the same force and effect as though restated in this Agreement.

2.     **Contingent Agreement.** This Agreement, and the obligations of LMDP and the City hereunder, are fully contingent upon the following sequential events: (i) approval by the City Commission of the Parcel Combination; (ii) review and approval by the Planning Board of the preliminary Amended Site Plan; (iii) review and acceptance by the Planning Board of LMDP's community impact study; (iv) resolution of the potential variances identified by Planning Director Janna Ecker and City Planner Brooks Cowan in their March 30, 2021 memorandum to City Manager, Tom Markus or as otherwise may be required; (v) final approval by the City Commission of the Amended Site Plan and the further amendment to the SLUP; and (vi) issuance of a building permit and to the extent required a certificate of occupancy by the City (collectively, the "Contingencies") This Agreement shall automatically terminate and shall be of no further force or effect if the Contingencies have not been satisfied within six (6) months after the Effective Date. The City agrees to be supportive of and cooperative with LMDP in causing the Contingencies to be timely satisfied in a mutually-agreeable manner in accordance with all applicable laws and ordinances and with the intent to comply as reasonably as practicable with the visions of the Master Plan for the Triangle District.

**ARTICLE II**  
**CONVEYANCE OF PROPERTY FROM LMDP TO THE CITY**

1.     **Conveyance from LMDP.** Once the Contingencies have been satisfied, LMDP shall convey by covenant deed to the City that certain parcel of real property, which shall be more particularly described by surveyed legal description at or prior to the time of conveyance, but which shall generally consist of the easterly sixty (60) feet of the Haynes Parcel (the "LMDP Conveyance Parcel"), for the future use by the City in implementing the Triangle Plan relative to the northerly extension of South Worth Street from Haynes Street to Bowers Street (the "South Worth Street Extension"). LMDP and the City shall cooperate with each other as necessary to effect any parcel division that may be required to allow for the conveyance of the LMDP Conveyance Parcel to the City as a separate and distinct parcel.

2.     **Reservation of LMDP Easement.** The covenant deed from LMDP to the City shall contain language reserving an exclusive, limited easement (the "LMDP Easement") in favor of LMDP and its successors and assigns, including successors-in-title to all or any portion of the combined Woodward Parcel and Haynes Parcel, over the surface of the LMDP Conveyance Parcel for purposes of providing parking for the combined Woodward Parcel and Haynes Parcel until such time that the South Worth Street Extension occurs. In the alternative to a reservation in the covenant deed, LMDP and the City may enter into a separately-recorded easement agreement to establish the LMDP Easement.

3.     **Term of LMDP Easement.** The LMDP Easement shall run with the land and shall benefit LMDP and its successors and assigns until such time as the City determines, in its sole discretion, that the LMDP Conveyance Parcel is needed for future use by the City in connection with the South Worth Street Extension. The City shall give nine (9) months notice of the termination of the LMDP Easement, which notice shall be recorded with the Oakland County

Register of Deeds, and the LMDP Easement shall automatically terminate and shall be of no further force or effect on the date that is nine (9) months from the date of such recording.

4. **Taxes, Maintenance and Repair of LMDP Conveyance Parcel.** LMDP shall be responsible for any and all taxes, maintenance and repair of the surface of any improvements now or hereafter existing within the LMDP Conveyance Parcel until such time as the LMDP Easement is terminated by the City. Until such time as the LMDP Easement is terminated by the City, the City shall have no obligation to maintain and repair the surface of any improvements now or hereafter existing within the LMDP Conveyance Parcel or to contribute to the cost thereof, and such improvements shall be maintained by LMDP as required by all federal, state, local laws and policies of the City.

5. **Insurance and Indemnification.** Until such time as the LMDP Easement is terminated by the City, LMDP shall, at its sole expense, obtain insurance as required herein. All coverages shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with carriers acceptable to the City.

A. **Commercial General Liability Insurance:** Until such time as the LMDP Easement is terminated by the City, LMDP shall procure and maintain Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; and (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.

B. **Additional Insured:** The Commercial General Liability Insurance, as described above, shall include an endorsement stating the following shall be *Additional Insureds*: The City of Birmingham, including all elected and appointed officials, all employee and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. This coverage shall be primary to any other coverage that may be available to the additional insured, without regard to any other available coverage by primary, contributing or excess.



- C. Cancellation Notice: The Commercial General Liability Insurance, as described above, shall include an endorsement stating the following: "Thirty (30) days' Advance Written Notice of Cancellation or Non-Renewal shall be sent to: Finance Director, City of Birmingham, 151 Martin Street, P.O. Box 3001, Birmingham, Michigan 48012-3001."
- D. Proof of Insurance Coverage: LMDP shall provide the City, at the time this Agreement is returned for execution, Certificates of Insurance and/or policies, acceptable to the City, as listed below.
- 1) Two (2) copies of a Certificate of Insurance for Commercial General Liability Insurance;
  - 2) If so requested, Certified Copies of all policies mentioned above will be furnished.
- E. Coverage Expiration: If any of the above coverages expire prior to such time as the LMDP Easement is terminated by the City, LMDP shall deliver renewal certificates and/or policies to the City at least (10) days prior to the expiration date.
- F. Maintaining Insurance: Upon failure of LMDP to obtain or maintain such insurance coverage until such time as the LMDP Easement is terminated by the City, the City may, at its option, purchase such coverage and invoice LMDP for the cost of obtaining such coverage. In obtaining such coverage, the City shall have no obligation to procure the most cost-effective coverage but may contract with any insurer for such coverage.

Further, indemnification shall be provided as follows:

To the fullest extent permitted by law, LMDP agrees to be responsible for any liability, defend, pay on behalf of, indemnify, and hold harmless the City, its elected and appointed officials, employees and volunteers and others working on behalf of the City, against any and all claims, demands, suits, or loss, including all costs and reasonable attorney fees connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City, its elected and appointed officials, employees, volunteers or others working on behalf of the City, by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this Agreement. Such responsibility shall not be construed as liability for damage caused by or

resulting from the sole act or omission of its elected or appointed officials, employees, volunteers or others working on behalf of the City.

6. **Responsibilities of the City.** At such time as the LMDP Easement is terminated, the City shall provide assurances to LMDP or its successors in interest that:

a) **Nonconformance.** In the event that City uses the LMDP Conveyance Parcel in connection with development of the South Worth Street Extension and as a result of the City's use of said easement, creates a nonconformance of the combined Woodward Parcel and Haynes Parcel (and not created by LMDP), then the City shall not claim noncompliance by LMDP to the then-existing City codes or ordinances, including, but not limited to, the City's Zoning Ordinance.

b) **Restore Property.** The City, in performing any work with respect to the use of the LMDP Conveyance Parcel by the City in connection with the South Worth Street Extension, agrees that it shall be responsible to restore the combined Woodward Parcel and Haynes Parcel in like manner to the then-existing conditions, with the exception of restoring the lost striped surface parking spaces in the parking lot.

c) **Parking Loss.** The City understands and agrees that implementing the South Worth Street Extension will result in the loss of parking to LMDP. Any diminishment of the total number of parking spots from that total number shall be made up by the City. This parking loss is currently estimated at 24 parking spaces. The City shall make up for any loss of parking through such agreeable means as: on street permit parking, or providing permit parking in any available deck which may hereafter be constructed. The total current parking on the Woodward Parcel and the Haynes Parcel is 64 parking spaces. Any loss of

parking made up for by the City pursuant to this provision must be located within the southern portion of the Triangle District.

### **ARTICLE III MISCELLANEOUS**

1. **Arbitration.** Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled either by commencement of a suit in Oakland County Circuit Court, the 48<sup>th</sup> District Court or by arbitration. If both parties elect to have the dispute resolved by arbitration, it shall be settled pursuant to Chapter 50 of the Revised Judicature Act for the State of Michigan and administered by the American Arbitration Association with one arbitrator being used or three arbitrators in the event any party's claim exceeds \$1,000,000. Each party shall bear its own costs and expenses and an equal share of the arbitrator's and administrative fees of arbitration. Such arbitration shall take place in Oakland County, Michigan, and shall qualify as statutory arbitration pursuant to MCL §600.5001 et. seq., and the Oakland County Circuit Court or any court having jurisdiction shall render judgment upon the award of the arbitrator made pursuant to this Agreement. In the event that the parties elect not to have the matter in dispute arbitrated, any dispute between the parties may be resolved by the filing of a suit in the Oakland County Circuit Court or the 48<sup>th</sup> District Court.

2. **Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of LMDP and the City and their respective successors and assigns.

3. **Notices.** Any notice required or permitted to be given under this Agreement shall be in writing and shall be sent by registered or certified U.S. Mail or by Federal Express or other nationally recognized overnight delivery service to the party entitled to receive the same at the address as stated hereafter or such alternative address as may be furnished by either party to the other in the future. Copies of such notices shall be addressed as follows:

If to the City:

City of Birmingham  
151 Martin Street, P.O. Box 3001  
Birmingham, Michigan 48012-3001  
Attention: Tom Markus, City Manager

AND

Beier Howlett, P.C.  
3001 West Big Beaver Road, Suite 200  
Troy, Michigan 48084  
Attention: Mary Kucharek

If to LMDP:

Lavery Michigan Dealership Properties No. 1, LLC  
440 Lake Park Drive  
Birmingham, Michigan 48009  
Attention: Frederick A. Lavery, Jr.

AND

Clark Hill PLC  
500 Woodward Avenue, Suite 3500  
Detroit, Michigan 48226  
Attention: Stuart M. Schwartz

4. **Governing Law.** This Agreement shall be governed by and construed exclusively in accordance with the laws of the State of Michigan.

*[Remainder of page intentionally left blank  
signatures on following pages.]*

SIGNATURE PAGE TO AGREEMENT  
BY AND BETWEEN LAVERY MICHIGAN DEALERSHIP  
PROPERTIES NO. 1, LLC AND THE CITY OF BIRMINGHAM

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the Effective  
Date.

**LAVERY MICHIGAN DEALERSHIP  
PROPERTIES NO. 1, LLC**, a Michigan limited  
liability company

By: \_\_\_\_\_  
Frederick A. Lavery, Jr., Member

DRAFT

SIGNATURE PAGE TO AGREEMENT  
BY AND BETWEEN LAVERY MICHIGAN DEALERSHIP  
PROPERTIES NO. 1, LLC AND THE CITY OF BIRMINGHAM

**CITY OF BIRMINGHAM**, a Michigan  
municipal corporation

By: \_\_\_\_\_  
Pierre Boutros, Mayor

By: \_\_\_\_\_  
Alexandria Bingham, Clerk

DRAFT

## **Exhibit A to Agreement**

### **Legal Description**

Land situated in the City of Birmingham, Oakland County, Michigan, more particularly described as:

#### Woodward Parcel

Lot 3 of "Bowers Addition", according to the plat thereof recorded in Liber 8 of Plats, Page 26, Oakland County Records, except that part taken for highway; also together with:

All of Lots 4 and 5 of "Bowers Addition", according to the plat thereof recorded in Liber 8 of Plats, Page 26, Oakland County Records; also together with:

Lot 6 of "Bowers Addition", according to the plat thereof recorded in Liber 8 of Plats, Page 26, Oakland County Records, except the Easterly part, beginning at the Northeast Lot corner; thence West 1.35 feet along the Lot line; thence Southerly 65.50 feet parallel to the East Lot line; thence South 52.89 feet to the Southeast Lot corner; thence Northerly along said Lot line to the beginning.

Commonly known as 835 and 845 Haynes Street  
Tax Parcel No. 19-36-281-022

#### Haynes Parcel

Town 2 North, Range 10 East, Section 36, BOWERS ADDITION SUBDIVISION, as recorded in Liber 8, Page 26 of Plats, Oakland County Records. Easterly part of Lot 6 beginning at Northeast lot corner, thence Westerly 1.35 feet along North lot line, thence South 01 degrees 00 minutes 00 seconds West 65.50 feet parallel to East lot line, thence Southeasterly 52.89 feet to Southeast lot corner, thence Northerly 118.42 feet along East lot line to beginning, also all of Lots 7, 8 and 9, also Westerly part of Lot 10 measures 10.14 feet along North lot line and 10.58 feet along South lot line.

Commonly known as 907 and 911 Haynes Street  
Tax Parcel No. 19-36-281-030





## MEMORANDUM

Planning Department

**DATE:** March 22<sup>nd</sup>, 2021

**TO:** Tom Markus, City Manager

**FROM:** Brooks Cowan, City Planner

**APPROVED:** Jana Ecker, Planning Director

**SUBJECT:** Lot Combination of 34350 Woodward Avenue and 907-911 Haynes Street, Parcel # 19-36-281-022 - T2N, R10E, SEC 36 BOWERS ADD LOT 3 EXC THAT PART TAKEN FOR HWY, ALL OF LOTS 4 & 5, ALSO LOT 6 EXC ELY PART BEG AT NE LOT COR, TH W 1.35 FT ALG N LOT LINE, TH SLY 65.50 FT PARA TO E LOT LINE, TH SELY 52.89 FT TO SE LOT COR, TH NLY ALG LOT LINE TO BEG and Parcel # 19-36-281-030 – T2N, R10E, SEC 36 BOWERS ADD ELY PART OF LOT 6 BEG AT NE LOT COR, TH WLY 1.35 FT ALG N LOT LINE, TH S 01-00-00 W 65.50 FT PARA TO E LOT LINE, TH SELY 52.89 FT TO SE LOT COR, TH NLY 118.42 FT ALG E LOT LINE TO BEG, ALSO ALL OF LOTS 7, 8 & 9, ALSO WLY PART OF LOT 10 MEAS 10.14 FT ALG N LOT LINE & 10.58 FT ALG S LOT LINE

### INTRODUCTION:

The owner of 34350 Woodward Avenue and 907-911 Haynes Street is seeking approval for a lot combination of two parcels into one in order to accommodate additional parking for the Fred Lavery Porsche Dealership. Auto sales agencies and auto show rooms within the Triangle District's MU-5 and MU-7 Zone require a Special Land Use Permit (SLUP) which the applicant obtained on November 8<sup>th</sup>, 2010 for the 34350 Woodward parcel only.

### BACKGROUND:

On January 22<sup>nd</sup>, 2021, the applicant appeared before City Commission for lot combination review. Expanding the use of an auto sales agencies in the Triangle Overlay requires SLUP approval and requires the property to be brought into conformity with the Triangle Overlay zoning standards. At the time, the applicant had yet to obtain SLUP approval for the expansion, the proposed site plan for the lot combination did not conform with the Triangle Overlay zoning standards, and the applicant had yet to obtain the necessary variances to address the non-conformities created by the proposed site plan for the lot combination.

The Planning Division suggested postponement of the proposed lot combination due to the non-conformities created by the lot combination and the required variances which had yet to be sorted out by the Planning Board, City Commission, and Board of Zoning Appeals. Postponement was also suggested because the applicant had indicated an interest in reaching an agreement with the City to meet the Worth Street extension recommendations of the Triangle District Plan, though

the suggested terms of the agreement by the applicant had yet to be finalized and staff had raised a number of issues with proposals in the applicant's suggested agreement.

The City Commission postponed a decision for the applicant's lot combination after review and discussion of the lot combination requirements, the recommendations in the Triangle District Plan, and the suggested agreement from the applicant for the Worth Street extension. City staff was then directed to work with the applicant and attempt to reach an agreement that is amenable for both parties involved.

Since then, City staff has had a number of discussions with the applicant regarding the lot combination, however both sides have yet to reach amenable terms with which staff would be comfortable moving forward.

#### LEGAL REVIEW:

The City Attorney is in the process of working with the applicant and reviewing terms of agreement for the proposed Worth Street extension.

#### FISCAL IMPACT:

The lot combination may have a fiscal impact if the City chooses to pursue the Worth Street extension as recommended in the Triangle District Plan.

#### PUBLIC COMMUNICATIONS:

Prior to the application being considered by the City Commission, the City Clerk's office will send out notices to all property owners and tenants within 300 feet of both 34350 Woodward Avenue and 907-911 Haynes Street seeking public comment on the proposal.

#### SUMMARY:

The Planning Division finds that the proposed lot combination is not consistent with the Zoning Ordinance, nor the applicable Master Plan for the Triangle District due to the expansion of a surface parking lot. The applicant has indicated an interest in reaching an agreement with the City for the Worth Street extension, however City staff have yet to reach amicable terms with the applicant. Lot combination approval is not recommended at this time.

City staff also recommends that the City Commission consider discussing their interest in pursuing the Worth Street extension recommendations from the Triangle District. If the City Commission finds that the recommendations of the Worth Street extension should be pursued, it is recommended that some direction be provided to the applicant and the Planning Board for consideration if the applicant chooses to pursue their Special Land Use Permit.

#### ATTACHMENTS:

- January 22<sup>nd</sup>, 2021 Memo with Lot Combination Summary
- Proposed Site Plan (Initial)
- Proposed Lot Combination Agreement from applicant
- Letter to Planning Department and Commission from applicant dated 12.17.2020
- Application
- Letter to the City dated 08.27.2020
- Proof of ownership
- Registered Land Surveys

- Relevant Planning Board and City Commission minutes for prior SLUP hearings from 2010, 2016, and 2020 related to 34350 Woodward (Formerly 835 Haynes Street)

**SUGGESTED ACTION:**

To postpone the proposed lot combination hearing and direct City staff to continue to work with the applicant on a mutually acceptable agreement for future review by the City Commission.

**DATE:** January 25<sup>th</sup>, 2021

**TO:** Thomas Markus, City Manager

**FROM:** Brooks Cowan, City Planner

**APPROVED:** Jana Ecker, Planning Director

**SUBJECT:** **Revised Report and Draft Agreement - Lot Combination of 34350 Woodward Avenue and 907-911 Haynes Street, Parcel # 19-36-281-022 - T2N, R10E, SEC 36 BOWERS ADD LOT 3 EXC THAT PART TAKEN FOR HWY, ALL OF LOTS 4 & 5, ALSO LOT 6 EXC ELY PART BEG AT NE LOT COR, TH W 1.35 FT ALG N LOT LINE, TH SLY 65.50 FT PARA TO E LOT LINE, TH SELY 52.89 FT TO SE LOT COR, TH NLY ALG LOT LINE TO BEG and Parcel # 19-36-281-030 – T2N, R10E, SEC 36 BOWERS ADD ELY PART OF LOT 6 BEG AT NE LOT COR, TH WLY 1.35 FT ALG N LOT LINE, TH S 01-00-00 W 65.50 FT PARA TO E LOT LINE, TH SELY 52.89 FT TO SE LOT COR, TH NLY 118.42 FT ALG E LOT LINE TO BEG, ALSO ALL OF LOTS 7, 8 & 9, ALSO WLY PART OF LOT 10 MEAS 10.14 FT ALG N LOT LINE & 10.58 FT ALG S LOT LINE**

---

## INTRODUCTION:

The owner of 34350 Woodward Avenue and 907-911 Haynes Street is seeking approval for a lot combination of two parcels into one in order to accommodate additional parking for the Fred Lavery Porsche Dealership. Auto sales agencies and auto show rooms within the MU-5 and MU-7 Zone require a Special Land Use Permit (SLUP), which the applicant obtained November 8<sup>th</sup>, 2010 for the 34350 Woodward parcel only.

On December 21<sup>st</sup>, 2020, the applicant requested that the item be postponed in order to allow the City Commission more time to review information submitted by the applicant, and to allow time for the applicant to meet with the City Manager to work towards reaching an agreement with the City. After meeting with the City to discuss issues with the lot combination and the intent of the Triangle District Plan, the applicant has proposed an agreement with the City which is attached for your review.

The proposed agreement involves a number of conditions, the most relevant being that the applicant has proposed to convey 60 feet of the easternmost portion of the 907-911 Haynes property to the City in exchange for the City granting approval of the lot combination AND conveying the portion of Elm Street on the west side of the Porsche dealership to the applicant, with the City being required to pay for all pavement removal and relocation of utilities within this portion of Elm Street. A draft of the proposed agreement proffered by the applicant was forward to the City Attorney, as well as the Engineering and Planning Departments for review and consideration. **City staff have reviewed the proposed agreement and have identified a**

**number of issues that require further discussion and direction from the City Commission. A full report of these issues is included below following the summary of the lot combination requirements.**

**BACKGROUND:**

The subject properties are located on the northeast corner of the intersection at Haynes Street, Elm Street, and Woodward Avenue. The Fred Lavery Porsche Dealership is located at 34350 Woodward while a two story commercial building is located at 907-911 Haynes Street. The applicant is proposing to combine the two parcels, demolish the current building at 907-911 Haynes, and expand the surface parking lot to accommodate more parking and display space for the Fred Lavery Porsche dealership. Auto sales agencies and auto show rooms within the MU-5 and MU-7 Zone require a Special Land Use Permit (SLUP), which the applicant obtained November 8<sup>th</sup>, 2010 for the 34350 Woodward parcel only. **The applicant has yet to obtain SLUP approval for the proposed expansion of the auto sales agency.**

In 2016, the applicant received a temporary SLUP amendment to use the 907-911 Haynes property as an office for the Porsche sales and management team for one year while renovations were made to the Porsche dealership at 34350 Woodward. Conditions of approval were that the applicant could not have cars for sale parked on 907-911 Haynes Street and that the applicant provide proof of adequate parking lot landscaping. On January 22<sup>nd</sup>, 2020, the applicant appeared before the Planning Board for a SLUP amendment which included the proposed lot combination for expanding the parking lot for auto sales, but no motion was finalized due to the applicant withdrawing their application during the meeting.

At this time, the applicant has submitted an application for a lot combination and has requested to appear before the City Commission for a decision on the proposed lot combination prior to appearing before the Planning Board for a review and recommendation on the site plan and SLUP. **As noted above, the applicant has now proposed an agreement with the City in an attempt to meet the recommendations of the Triangle District Plan and obtain lot combination approval.**

The Combination of Land Parcels Ordinance (Chapter 102, Section 102-83) requires that the following standards be met for approval of a lot combination.

- (1) The Combination will result in lots or parcels of land consistent with the character of the area where the property is located, Chapter 126 of this Code for the zone district in which the property is located, and all applicable master land use plans.*

In regards to character of the area, the property is located within the City's Triangle District. The area is surrounded by a variety of uses and buildings ranging from one story to five stories in height which are mostly surrounded by surface parking.

In regards to zoning, 34350 Woodward is zoned MU-7 in the Triangle Overlay District while 907-911 Haynes Street is zoned MU-5. Both parcels are zoned B-2 in the underlying Zoning District. As previously mentioned, auto sales and auto showrooms are permitted with approval of a Special Land Use Permit in the MU-5 and MU-7 Zones. The subject property's SLUP application in 2010 was for one parcel only at 34350 Woodward and expanding the auto sales and auto showroom use requires a SLUP amendment. **The applicant appeared before the Planning Board on January 22<sup>nd</sup>, 2020 for a SLUP amendment to expand the auto showroom use, but withdrew their**

**application during the meeting. Therefore, the applicant has yet to obtain SLUP approval to expand the use of the auto show room and auto sales.**

Article 3, Section 3.06(A)(3) of the Zoning Ordinance states that *"Any expansion to an existing use or building that requires site plan approval from the Planning Board shall be subject to the requirements of the Triangle Overlay District and shall be brought into compliance with the requirements of the Triangle Overlay District."* **No changes to the building footprint for the Fred Lavery Porsche Dealership have been proposed. Therefore, it does not appear that the proposed site plan complies with the requirements of Triangle Overlay District.**

In regards to front yard and building frontage requirements for the Triangle Overlay District, the MU-5 and MU-7 Zones require that the building façade be built within 5 feet of the frontage line for a minimum of 75% of the street frontage length. The proposed lot combination does not indicate a building with a front setback within 5 feet for 75% of the street frontage along Elm and Haynes. **Therefore the proposed site that would be created by the lot combination does not satisfy the front yard and building frontage standards and thus is not compliant with the Triangle Overlay District requirements.**

In regards to building height requirements for the Triangle Overlay District, the MU-5 and MU-7 Zones require a minimum of three stories for building height. **The proposed lot combination indicates a one story building with surface parking only, and therefore does not satisfy the minimum building height standards and thus is not in compliance with the Triangle Overlay District requirements.**

In regards to the placement of the building and parking, Article 3.06(G)(1)(b) requires that corner lots have the building located at the corner of the lot adjacent to the intersection, and that no more than 60 feet of the frontage be occupied by parking. The proposed lot combination does not indicate a building at the corner of the lot adjacent to the intersection, nor does the proposed lot combination indicate 60 feet or less of parking along the frontage line. **Therefore, the proposed site that would be created by the lot combination does not satisfy the parking and building requirements of the Triangle Overlay District.**

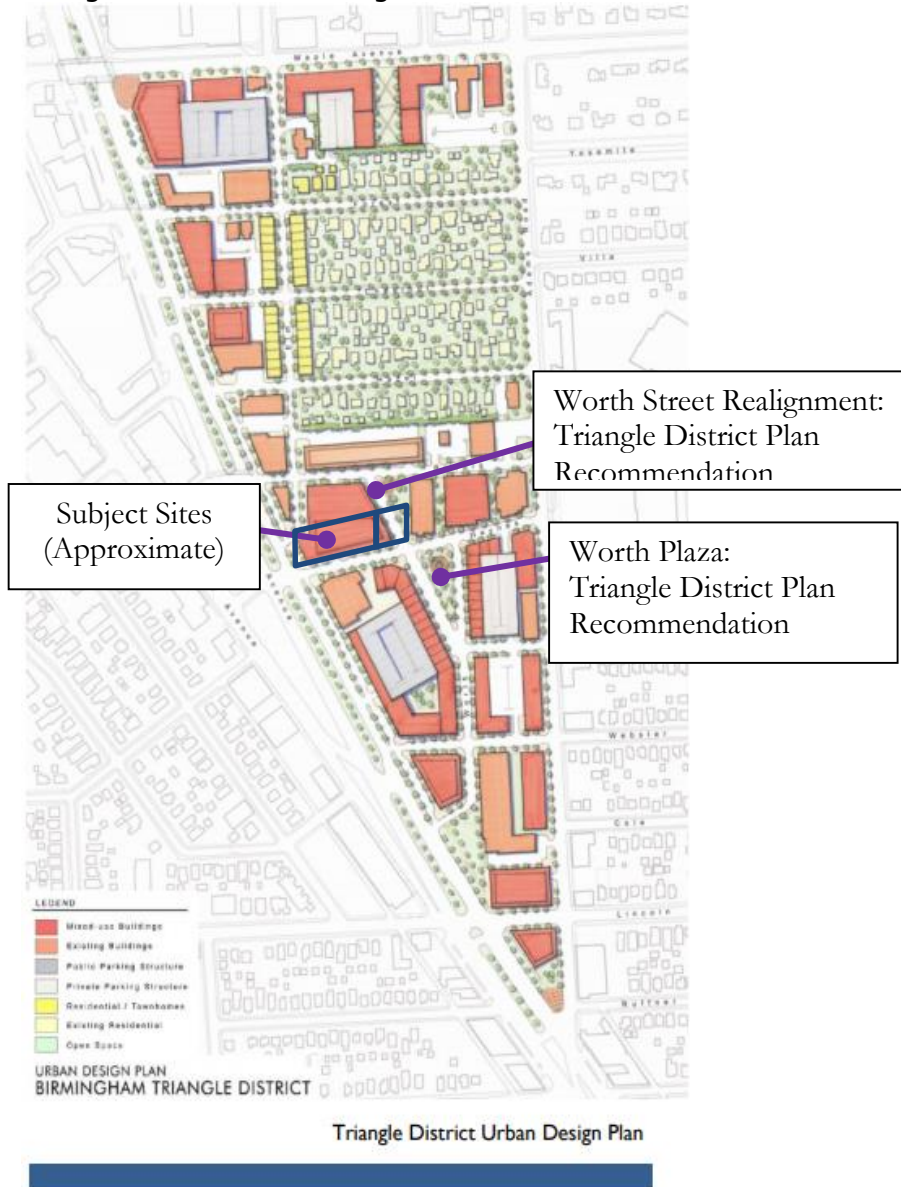
In regards to applicable Master Plans, the Triangle District Plan recommends infill development and redevelopment while advocating for an increase in building density to replace the large surface parking areas that currently exist. **The applicant's lot combination is proposed for the purpose of expanding surface parking which does not align with the recommendations of the Triangle District Plan.**

**It is also of note that the Triangle District Plan recommends that Worth Street be realigned to connect Bowers Street to the proposed Worth Plaza to improve connectivity within the Triangle District as pictured below in Figure 1, which the proposed site plan does not accommodate.** The Triangle District Plan recommends the realignment of Worth Street through the rear of the Walgreens parking lot as well as through the subject properties located between Haynes and Bowers included in the proposed lot combination.

In 2012, the City approved a donation of land from Walgreens to the City along Worth Street as a condition of their SLUP approval in order to work towards the recommendations to create Worth Plaza and realign Worth Street as recommended in the Triangle District Plan. The

proposed lot combination and request for site plan changes and an expansion of the SLUP at 34350 Woodward to include 907-911 Haynes provides an opportunity for the City to reach a similar agreement with the current applicant during the SLUP and lot combination process to continue the Worth Street realignment and extension north of the triangular City-owned property donated by Walgreens as a condition of their prior SLUP approval.

Figure 1: Triangle District Urban Design Plan



In regards to the Draft Master Plan which is currently under review, the plan makes no mention of extending Worth Street from Haynes to Bowers, however the renderings related to the proposed Haynes Square in the Draft Master Plan and connection to Worth Plaza suggest an infill of commercial space instead of a road extension at the applicant's site.

**Accordingly, the lot combination proposal does not meet the requirements of #1.**

(2) *All residential lots formed as a result of a combination shall be a maximum width of no*

*more than twice the average lot width of all lots in the same zone district within 300 feet on the same street.*

**The proposed combination is commercial, not residential, therefore this requirement is not applicable.**

- (3) *All residential lots formed as a result of a combination shall be a maximum area of no more than twice the average lot area of all lots in the same zone district within 300 feet on the same street.*

**The proposed combination is commercial, not residential, therefore this requirement is not applicable.**

- (4) *The combination will result in building envelopes on the combined parcels that will allow for the placement of buildings and structures in a manner consistent with the existing rhythm and pattern of development within 500 feet in all directions in the same zone district.*

The Triangle District has a variety of buildings types ranging in height and size, many of which are surrounded by large surface parking lots. **Given the existing conditions of the lower Triangle District, the proposed lot combination and building envelope appear to meet this requirement.**

- (5) *Any due or unpaid taxes or special assessments upon the property have been paid in full.*

There are no outstanding taxes due on this property. **The proposal meets this requirement.**

- (6) *The combination will not adversely affect the interest of the public or the abutting property owners. In making this determination, the City Commission shall consider, but not be limited to the following:*

*a.) The location of proposed buildings or structures, the location and nature of vehicular ingress or egress so that the use or appropriate development of adjacent land or buildings will not be hindered, nor the value thereof impaired.*

Based upon the initial lot combination application submitted, the proposed site plan does not appear to have a significant impact on vehicular ingress and egress, the development of adjacent buildings, or hinder the value of adjacent properties.

However, the agreement now proffered by the applicant appears to have a significant impact on vehicular ingress and egress if approved, as it proposes vacating the southern portion of Elm Street for private commercial development. The portion of Elm Street that the applicant suggests the City transfer to private ownership is the existing roadway that allows northbound traffic on Woodward to continue north on Elm Street, and allows southbound traffic on Elm Street to turn onto northbound Woodward Avenue. The proposed agreement also proposes that the applicant convey a portion of the 907 – 911 Haynes parcel to the City to provide an opportunity for the City to extend Worth Street to Bowers Street in the future, which may have a significant impact on the ingress and egress to the property and have a significant



impact on the use, development and value of adjacent properties. **Given the beginning stage of the applicant's proposal and the lack of adequate review for the SLUP by appropriate reviewing bodies, including the Engineering Department, the Planning Board, and the City Commission, it is yet to be determined whether the proposed agreement satisfies this requirement.**

*b.) The effect of the proposed combination upon any floodplain areas, wetlands and other natural features and the ability of the applicant to develop a buildable site on the resulting parcel without unreasonable disturbances of such natural features.*

**The property is not located in a floodplain or wetlands, nor adjacent to a floodplain or wetlands.**

*c.) The location, size, density and site layout of any proposed structures or buildings as they may impact an adequate supply of light and air to adjacent properties and the capacity of essential public facilities such as police and fire protection, drainage structures, municipal sanitary sewer and water, and refuse disposal.*

The initial lot combination application submitted does not appear to impact the supply of light and air to adjacent properties or the ability of the City to provide essential services. However, the lot combination agreement proposed by the applicant appears to have a significant impact on drainage structures, municipal sanitary sewer and water, and refuse disposal. The Engineering Department has indicated that there are a number of utilities located below the proposed conveyance parcel on the southern portion of Elm Street which the applicant wishes to obtain ownership of in their proposed lot combination agreement. Article III, Section 2 of the proposed agreement requires that the City give the applicant the area on South Elm Street west of the Porsche dealership, and that the City be solely responsible for costs related to removing all pavement from the road and relocating all utilities above and below the subject area. The Engineering Department has indicated this would be very expensive for the City to do so. **Therefore, the proposed agreement does not appear to satisfy this requirement.**

Based on the discussion at the City Commission meeting on December 21, 2020, the applicant has proposed to convey the easternmost 60 feet of the 907-911 Haynes Street property to the City in order to obtain approval for the lot combination and satisfy recommendations of the Triangle District Plan for the Worth Street extension. Conditions of this agreement include but are not limited to the the City approving the proposed lot combination, the City conveying the area of South Elm Street adjacent to the Porsche dealership to the applicant, and the City paying for removal of concrete and relocation of utilities above and below the subject area of South Elm Street. The applicant would gain additional commercial space in the MU-7 Zone if the South Elm Street conveyance parcel is approved. City staff have identified several issues with the numerous conditions of the agreement proposed by the applicant at this time.

By conveying the easternmost 60 feet of the 907-911 Haynes Street property, the applicant offers the possibility of Worth Street being re-routed through the current Walgreens parking lot and through the subject property on the north of Haynes Street. The Triangle District Plan recommends that Worth Street shift to the west in order to create more room for the triangular shaped Worth Plaza. Approval of this agreement would not complete the Worth Street extension though, as an agreement would still have to be reached with the owner(s) north of the subject

property facing Bowers Street. Related parcels for the proposed lot combination are outlined in the illustration below. An image of the Triangle District Plan land use recommendations has also been included below for reference of the Worth Street extension recommendation.

Figure 2: Subject parcels highlighted below are areas involved in the proposed lot combination agreement and future Worth Street extension to Bowers Street

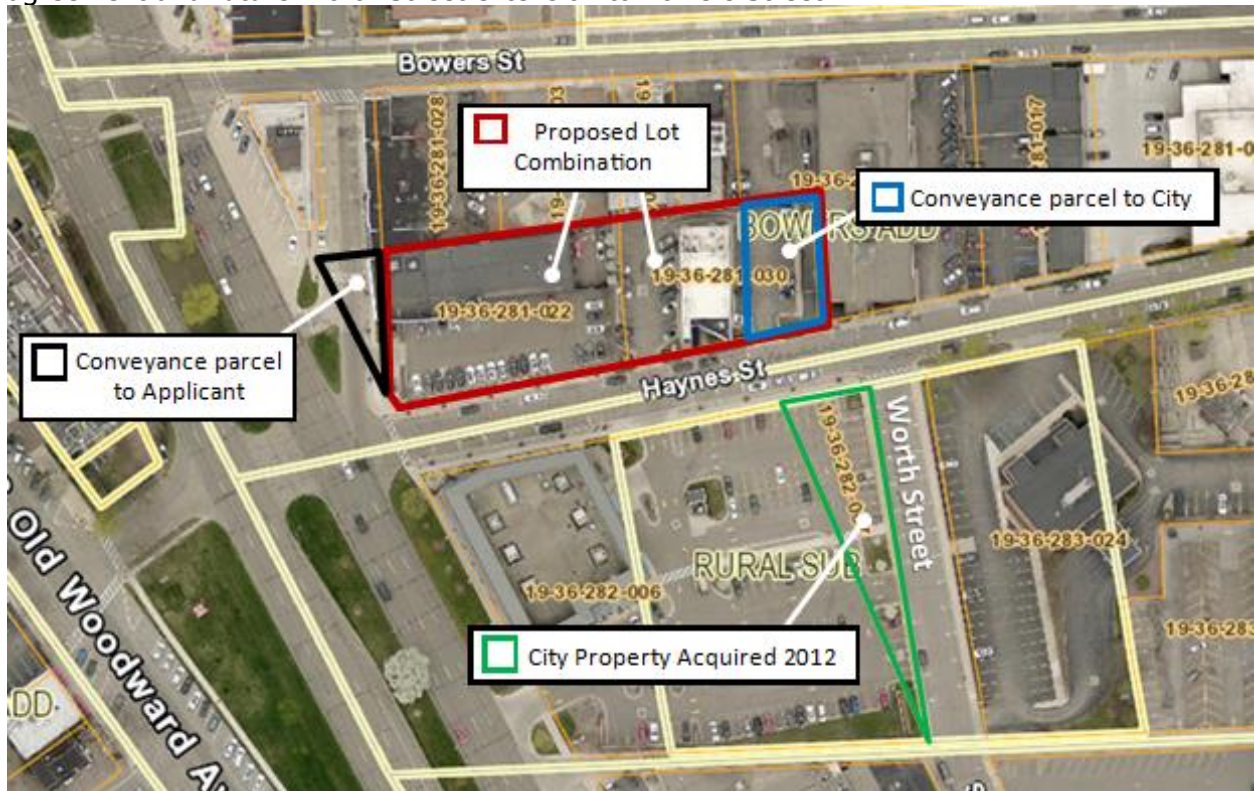
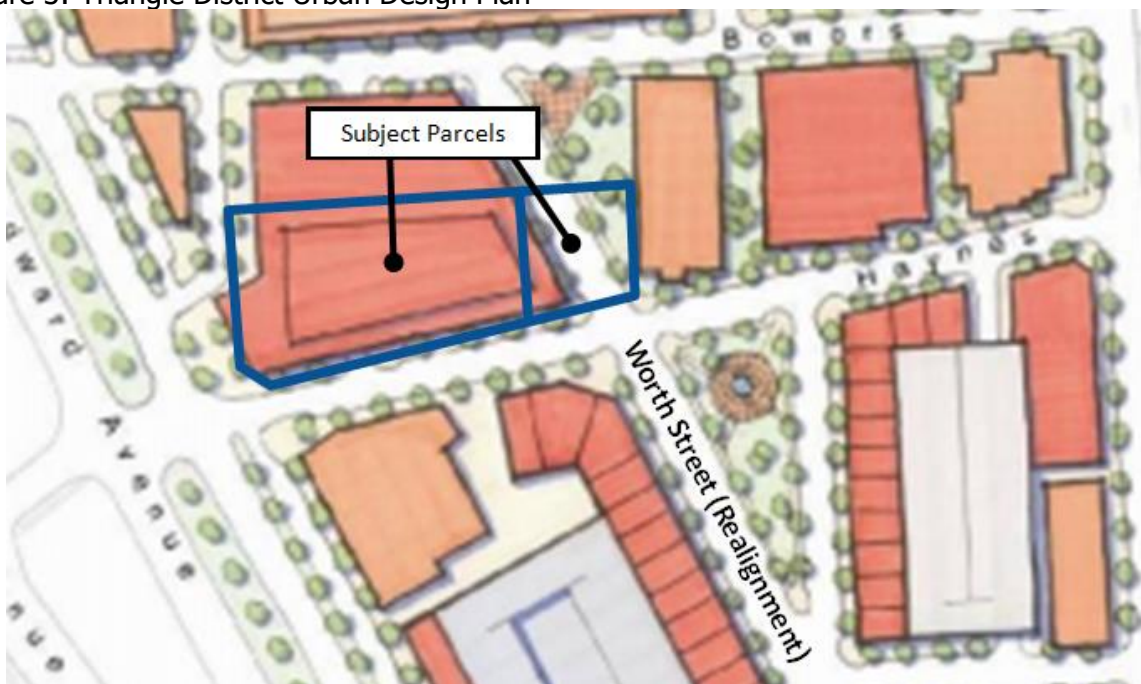


Figure 3: Triangle District Urban Design Plan



With regards to the proposed agreement offered by the applicant, City staff have raised a number of issues with the conditions of approval included in the agreement. Such issues include, but are not limited to, the following:

- The agreement proposes a lot combination approval before the subject properties obtain the necessary SLUP approval from the City Commission and the necessary variances from the Board of Zoning Appeals to accommodate additional surface parking for an auto show room use (Agreement Recitals H & I).
  - City staff recommends the applicant obtain a recommendation from the Planning Board on the site plan changes and SLUP and the necessary variances from the Board of Zoning Appeals prior to the City Commission making a decision on the requested lot combination.
- The agreement proposes that the applicant will pursue SLUP approval and necessary variances if the lot combination is approved, but that the proposed agreement will automatically terminate if the SLUP approval and necessary variances have not been granted within 6 months of the agreement approval, leaving the lot combination approval in place.
  - The proposed changes for South Elm Street and the impact of the proposal for the Worth Street extension will involve extensive research from the Engineering Department and traffic consultants, and may require a number of public meetings for review and public input before a final recommendation and approval may be granted. City staff does not recommend a decision on the requested lot combination until all of the relevant details can be resolved and noted on detailed and specific plans to be attached as an exhibit to the agreement, to be considered as a condition of the lot combination approval.
- The City has yet to determine if the proposed conveyance of the easternmost 60 feet of the 907-911 Haynes property provides adequate width for a road extension (Agreement Article II, Section 1).
  - Additional research and design work must be completed by both the Engineering Department and the City's traffic engineering consultants to determine if the 60' proposed will align with the piece of property to the south donated to the City by Walgreens, and whether it will be of a sufficient size. City staff does not recommend approval of the proposed agreement or lot split until this work has been completed and can be reviewed by City staff and the City Commission.
- The agreement proposes that the described portion of the South Elm Street area is to be conveyed by the City to the applicant, with the City to cover all costs and expenses related to the removal of the conveyance parcel pavement, the removal and/or relocation of all underground and overhead utilities, and restoration of any disturbed areas during such work (Article III, Section 2).
  - The Engineering Department has noted that there are large sewers and a number of utilities on the Elm Street parcel that would have to be re-routed if agreed upon and that relocating these utilities would be quite costly for the City. Additional research and design work must be

completed to determine the cost to the City. City staff does not recommend approval of the proposed agreement or lot split until this work has been completed and can be reviewed by City staff and the City Commission.

- The agreement proposes that if any non-conformities are created by the vacation of South Elm Street or the City's use of the conveyance parcel proposed on 907-911 Haynes Street, any such non-conformities for the use or development of the use shall be waived by the City (Article 3, Section 6(a)).
  - City staff does not recommend waivers of any non-conformities so created, but rather recommends review and approval of any non-conformities by the Board of Zoning Appeals as required by the City Code.
- The agreement proposes that any loss of parking spots on the applicant's property created by the Worth Street extension shall be made up by the City through such agreeable means as on-street permit parking or providing permit parking in any available deck which may hereafter be constructed (Article 3, Section 6(c)).
  - The City has not committed to the construction of any new public parking structures in the Triangle District at this time, nor should the City support the expansion of surface parking in the Triangle District which is specifically discouraged by the Triangle District Plan.

#### LEGAL REVIEW:

The City Attorney has reviewed the lot combination application, as well as the proposed agreement for an exchange of conveyance parcels and raised a number of issues. The lot combination agreement proposed by the applicant does not appear to benefit the long term goals of the City.

#### *FISCAL IMPACT:*

The proposed agreement from the applicant for the lot combination indicates that the City would be responsible to cover all costs and expenses related to the removal of pavement, as well as relocation of all underground and overhead utilities within the South Elm Street area proposed to be conveyed by the City to the applicant. Removing pavement and relocating all underground and overhead utilities for the subject area on South Elm Street would be very costly to the City.

#### PUBLIC COMMUNICATIONS:

Prior to the lot combination application being considered by the City Commission, the City Clerk's office sent out notices to all property owners and tenants within 300 feet of both 34350 Woodward Avenue and 907-911 Haynes Street seeking public comment on the proposal.

#### SUMMARY:

The Planning Division finds that the proposed lot combination for the purposed of demolishing a building to expand the surface parking area for Porsche is not consistent with the Zoning Ordinance, nor the applicable Master Plan for the Triangle District. The applicant has proposed an agreement with the City for a lot combination approval which attempts to satisfy the Worth Street extension recommendation of the Triangle District Plan, however City staff have raised a number of issues with the terms and conditions in the proposed agreement. Accordingly, direction from the City Commission is sought on each of the issues raised to continue the negotiation

process. In addition, direction from the City Commission is sought on the order of proceedings given the complicated and interwoven nature of the site plan changes, the SLUP amendment, lot combination and variances required. The City Commission may wish to postpone the lot combination hearing until the applicant goes through the SLUP Amendment process with the Planning Board and City Commission. Doing so would include more in depth review of the Zoning Ordinance and Triangle District Plan, allow all variances required from the Board of Zoning Appeals to be identified, and permit more public input related to the site plan changes and proposed exchange of property.

ATTACHMENTS:

- Proposed Site Plan
- Proposed Lot Combination Agreement from applicant
- Letter to Planning Department and Commission from applicant dated 12.17.2020
- Staff Report to Planning Board for SLUP Amendment
- Application for Lot Combination and Letter to the City dated 08.27.2020
- Proof of ownership
- Registered Land Surveys
- Relevant Planning Board and City Commission minutes for prior SLUP hearings from 2010, 2016, and 2020 related to 34350 Woodward (Formerly 835 Haynes Street)

SUGGESTED ACTION:

To deny the proposed lot combination of 34350 Woodward and 907-911 Haynes, parcel # 19-36-281-022 and parcel #19-36-281-030, as the resulting parcel would not be consistent with the requirements for the MU-5 and MU-7 Zones, nor consistent with the recommendations in the Triangle District Plan.

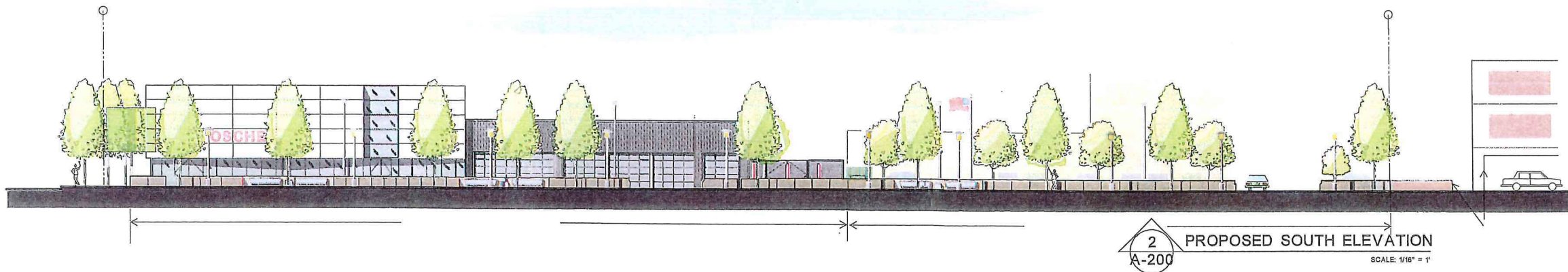
OR

To postpone the proposed lot combination hearing and direct City staff and the City Attorney to continue negotiations with the applicant based on the issues noted and to return with detailed plans on any property to be conveyed, including details and estimated costs to remove or reroute any utilities, specific dimensions of the parcel proposed as a result of the lot combination, and any other details needed to evaluate the terms and conditions offered by the applicant;

AND / OR

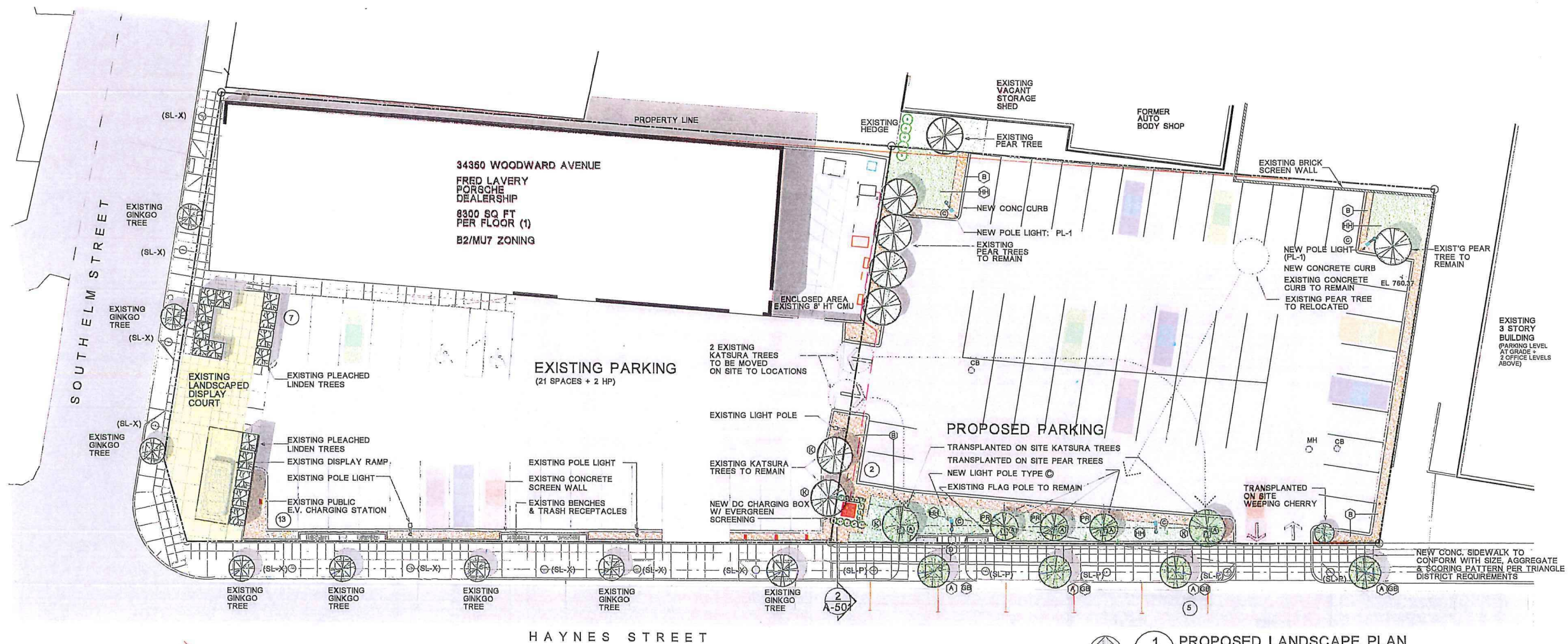
To postpone the proposed lot combination hearing and direct the applicant to first go through the site plan and SLUP amendment process at the Planning Board to obtain a recommendation from the board on expanding surface parking and the use of an auto sales agency within the MU-7 and MU-5 zones and findings as to whether the requirements of the Zoning Ordinance and the Triangle District Plan have been met.





Luckenbach  
Ziegelman  
Gardner  
Architects  
PLLC

555 South Old Woodward Suite 27L  
Birmingham, Michigan 48009  
248.644.0600



project:  
**Fred Lavery**  
**PORSCHE**  
Special Land Use  
Permit Review  
835 Haynes Street  
Birmingham, Michigan

sheet title:  
**PROPOSED**

date issued:

**1** PROPOSED LANDSCAPE PLAN  
A/LA-200  
SCALE: 1/16\"/>

#### LANDSCAPE KEY

- (A) NEW TREE WELL LOCATION  
INSTALL WITH PLANTER BASE PER  
TRIANGLE DISTRICT STANDARDS  
Ginkgo biloba, "Autumn Gold"
- (B) EXISTING STONE (1\"/>

#### LIGHTING KEY

- (A) Auraltight 12V LED Micro well Uplight
- (B) Lumenation Street Light Model PT90 - 42W  
TO MATCH EXISTING  
(CONFORM TO TRIANGLE  
DISTRICT STANDARDS)
- (C) PARKING LIGHT POLE  
Cooper Lighting - Lumark  
Model MPTR (match existing)

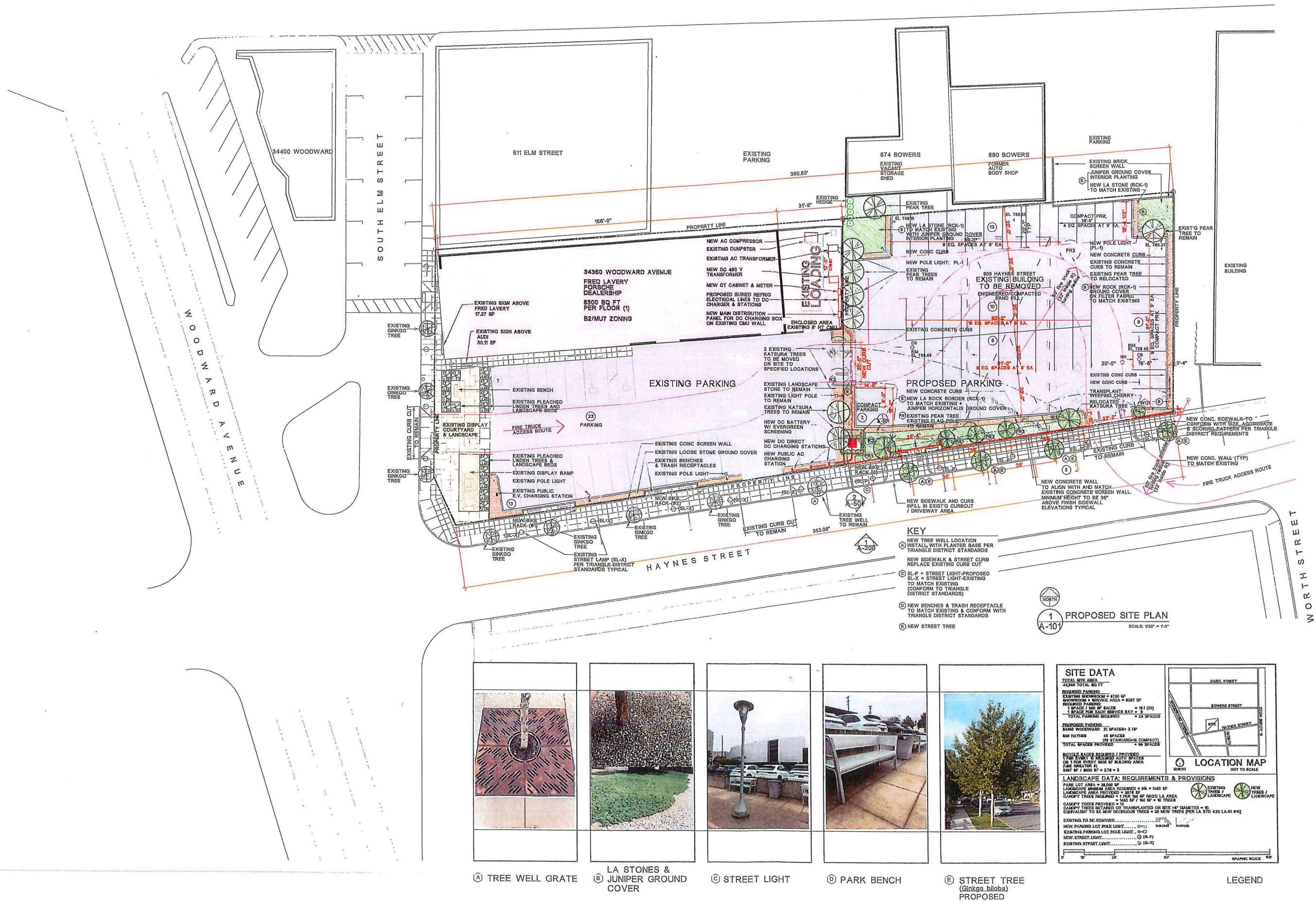
project number:  
LZG 2019.0025

sheet number:

**A-200**



A-101



## **AGREEMENT**

**THIS AGREEMENT** (this "Agreement"), dated as of this \_\_\_\_ day of \_\_\_\_\_, 2021 (the "Effective Date"), is made by and between **Lavery Michigan Dealership Properties No. 1, LLC, a Michigan limited liability company** ("LMDP"), whose address is 440 Lake Park Drive, Birmingham, Michigan 48009, and the **City of Birmingham, a Michigan municipal corporation** (the "City"), whose address is 151 Martin Street, P.O. Box 3001, Birmingham, Michigan 48012-3001.

### **RECITALS**

A. LMDP owns certain real property situated in the City of Birmingham, Oakland County, Michigan, being more particularly described on attached **Exhibit A** and identified as the "Woodward Parcel" and the "Haynes Parcel."

B. The Woodward Parcel is situated to the west of and adjacent to the Haynes Parcel, is bounded by South Elm Street on the west and by Haynes Street on the south, and is zoned B2 with MU-7 Triangle District Overlay. The Haynes Parcel is bounded by the Woodward Parcel on the west and by Haynes Street on the south, and is zoned B2 with MU-5 Triangle District Overlay.

C. Automotive show rooms and sales agencies are permitted uses under the current zoning of both the Woodward Parcel and the Haynes Parcel pursuant to a Special Land Use Permit.

D. In 2010, LMDP received a Special Land Use Permit ("2010 SLUP") to operate a Porsche automotive dealership on the Woodward Parcel.

E. The City approved an amendment to the 2010 SLUP to allow for the temporary use of the Haynes Parcel as an office for the Lavery Audi sales and management team during the



completion of renovations at the Lavery Audi automotive dealership located at 34602 Woodward Avenue, Birmingham, Michigan 48009 (the "Temporary SLUP Amendment," and together with the 2010 SLUP, the "SLUP").

F. LMDP desires to amend the site plan of the Woodward Parcel in combination with the Haynes Parcel to demolish the currently-existing building on the Haynes Parcel and to accommodate changes in Porche's dealership requirements that will impact both the Woodward Parcel and the Haynes Parcel (the "Amended Site Plan").

G. In advance of formal submittal to the City for approval of the Amended Site Plan, LMDP has applied to the City to combine the Woodward Parcel and the Haynes Parcel (the "Parcel Combination").

H. In the event that the Parcel Combination is approved, LMDP intends to proceed with formal submittal to the City for approval of the Amended Site Plan for related approval of a further amendment to the SLUP to incorporate the Haynes Parcel.

I. LMDP and the City mutually agree that the approval of the Parcel Combination, the Amended Site Plan (including any necessary variances) and the further amendment to the SLUP are in the best interest of both parties and, while the City cannot commit to such approvals outside of the formal procedures prescribed therefor, LMDP and the City desire to enter into this Agreement for the purpose of evidencing certain agreements and understandings between the parties should formal approval of the Parcel Combination, the Amended Site Plan and the further amendment to the SLUP be issued by the City.

**NOW, THEREFORE,** for One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, LMDP and the City hereby agree as follows:

**ARTICLE I**  
**INCORPORATION OF RECITALS; CONTINGENT AGREEMENT**

1.     **Incorporation of Recitals.** The Recitals to this Agreement are fully incorporated in this Agreement by this reference thereto with the same force and effect as though restated in this Agreement.

2.     **Contingent Agreement.** This Agreement, and the obligations of LMDP and the City hereunder, are fully contingent upon formal approval by the City of the Parcel Combination, the Amended Site Plan (including any necessary variances) and the further amendment to the SLUP (collectively, the "Contingencies"). This Agreement shall automatically terminate and shall be of no further force or effect if the Contingencies have not been satisfied within six (6) months after the Effective Date. The City agrees to reasonably cooperate with LMDP in causing the Contingencies to be timely satisfied in a mutually-agreeable manner.

**ARTICLE II**  
**CONVEYANCE OF PROPERTY FROM LMDP TO THE CITY**

1.     **Conveyance from LMDP.** Within a reasonable period of time after the satisfaction of all of the Contingencies, LMDP shall convey by quit claim deed to the City a certain parcel of real property, which shall be more particularly described by surveyed legal description at or prior to the time of conveyance, but which shall generally consist of the easterly sixty (60) feet of the Haynes Parcel (the "LMDP Conveyance Parcel"), for the future use by the City in connection with the northerly extension of South Worth Street from Haynes Street to Bowers Street (the "South Worth Street Extension"). LMDP and the City shall cooperate with each other as necessary to effect any parcel division that may be required to allow for the conveyance of the LMDP Conveyance Parcel to the City as a separate and distinct parcel.

2. **Reservation of LMDP Easement.** The quit claim deed from LMDP to the City shall contain language reserving an exclusive, limited easement (the "LMDP Easement") in favor of LMDP and its successors and assigns, including successors-in-title to all or any portion of the combined Woodward Parcel and Haynes Parcel, over the surface of the LMDP Conveyance Parcel for purposes of providing parking for the combined Woodward Parcel and Haynes Parcel until such time that the South Worth Street Extension occurs. In the alternative to a reservation in the quit claim deed, LMDP and the City may enter into a separately-recorded easement agreement to establish the LMDP Easement.

3. **Term of LMDP Easement.** The LMDP Easement shall run with the land and shall benefit LMDP and its successors and assigns until such time as the City determines, in its sole discretion, that the LMDP Conveyance Parcel is needed for future use by the City in connection with the South Worth Street Extension. The City shall give a one (1) year notice of the termination of the LMDP Easement, which notice shall be recorded with the Oakland County Register of Deeds, and the LMDP Easement shall automatically terminate and shall be of no further force or effect on the date that is one (1) year from the date of such recording. Notwithstanding the foregoing or anything to the contrary contained in this Agreement, the City agrees that it shall not terminate the LMDP Easement until such time that the City has terminated the City Easement pursuant to Article III, Section 3, below.

4. **Taxes, Maintenance and Repair of LMDP Conveyance Parcel.** LMDP shall be responsible for any and all taxes, maintenance and repair of the surface of any improvements now or hereafter existing within the LMDP Conveyance Parcel until such time as the LMDP Easement is terminated by the City. Until such time as the LMDP Easement is terminated by the City, the City shall have no obligation to maintain and repair the surface of any improvements

now or hereafter existing within the LMDP Conveyance Parcel or to contribute to the cost thereof, and such improvements shall be maintained by LMDP as required by all federal, state, local laws and policies of the City.

5. **Insurance and Indemnification.** Until such time as the LMDP Easement is terminated by the City, LMDP shall, at its sole expense, obtain insurance as required herein. All coverages shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with carriers acceptable to the City.

- A. **Commercial General Liability Insurance:** Until such time as the LMDP Easement is terminated by the City, LMDP shall procure and maintain Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; and (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.
- B. **Additional Insured:** The Commercial General Liability Insurance, as described above, shall include an endorsement stating the following shall be *Additional Insureds*: The City of Birmingham, including all elected and appointed officials, all employee and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. This coverage shall be primary to any other coverage that may be available to the additional insured, without regard to any other available coverage by primary, contributing or excess.
- C. **Cancellation Notice:** The Commercial General Liability Insurance, as described above, shall include an endorsement stating the following: "Thirty (30) days' Advance Written Notice of Cancellation or Non-Renewal shall be sent to: Finance Director, City of Birmingham, 151 Martin Street, P.O. Box 3001, Birmingham, Michigan 48012-3001."
- D. **Proof of Insurance Coverage:** LMDP shall provide the City, at the time this Agreement is returned for execution, Certificates of Insurance and/or policies, acceptable to the City, as listed below.
  - 1) Two (2) copies of a Certificate of Insurance for Commercial General Liability Insurance;
  - 2) If so requested, Certified Copies of all policies mentioned above will be furnished.

- E. Coverage Expiration: If any of the above coverages expire prior to such time as the LMDP Easement is terminated by the City, LMDP shall deliver renewal certificates and/or policies to the City at least (10) days prior to the expiration date.
- F. Maintaining Insurance: Upon failure of LMDP to obtain or maintain such insurance coverage until such time as the LMDP Easement is terminated by the City, the City may, at its option, purchase such coverage and invoice LMDP for the cost of obtaining such coverage. In obtaining such coverage, the City shall have no obligation to procure the most cost-effective coverage but may contract with any insurer for such coverage.

Further, indemnification shall be provided as follows:

To the fullest extent permitted by law, LMDP agrees to be responsible for any liability, defend, pay on behalf of, indemnify, and hold harmless the City, its elected and appointed officials, employees and volunteers and others working on behalf of the City, against any and all claims, demands, suits, or loss, including all costs and reasonable attorney fees connected therewith, and for any damages which may be asserted, claimed or recovered against or from and the City, its elected and appointed officials, employees, volunteers or others working on behalf of the City, by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this Agreement. Such responsibility shall not be construed as liability for damage caused by or resulting from the sole act or omission of its elected or appointed officials, employees, volunteers or others working on behalf of the City.

### **ARTICLE III**

#### **CONVEYANCE OF PROPERTY FROM THE CITY TO LMDP**

1. **Conveyance by City.** Within a reasonable period of time after the satisfaction of all of the Contingencies, the City shall convey by quit claim deed to LMDP a certain parcel of real property, which shall be more particularly described by surveyed legal description at or prior to the time of conveyance, but which shall generally consist of the area formed by extending the

northerly and southerly property lines of the Woodward Parcel west to the easterly right-of-way line of Woodward Avenue (the "City Conveyance Parcel"), for the future use by LMDP in connection with the development or redevelopment of the combined Woodward Parcel and Haynes Parcel. The City Conveyance Parcel shall be bounded on the west by the easterly right-of-way line of Woodward Avenue, to the north by the westerly extension of the northerly property line of the Woodward Parcel, to the east by the westerly property line of the Woodward Parcel and to the south by the westerly extension of the southerly property line of the Woodward Parcel. LMDP and the City shall cooperate with each other as necessary to effect any parcel division that may be required to allow for the conveyance of the City Conveyance Parcel to LMDP as a separate and distinct parcel and, if desired by LMDP, any parcel combination that may be required to combine the City Conveyance Parcel with the combined Woodward Parcel and Haynes Parcel.

2.     **Reservation of City Easement.** The quit claim deed from the City to LMDP shall contain language reserving a non-exclusive, limited easement (the "City Easement") in favor of the public and the City, over the surface of the City Conveyance Parcel for purposes of providing for the continued use by the public and continued maintenance, repair and replacement by the City of the portion of South Elm Street and related improvements situated on the City Conveyance Parcel until such time that the City vacates such portion of South Elm Street, which vacation must also include, at the City's sole cost and expense, the removal from the City Conveyance Parcel of all pavement and the removal and relocation from the City Conveyance Parcel of all underground and overhead utilities, if any, and the restoration of the City Conveyance Parcel after such removal by finish-grading and seeding and/or sodding all disturbed

areas. In the alternative to a reservation in the quit claim deed, LMDP and the City may enter into a separately-recorded easement agreement to establish the City Easement.

3. **Term of City Easement.** The City Easement shall run with the land and shall benefit the public and the City until such time as the City determines, in its sole discretion, to vacate the portion of South Elm Street and related improvements situated on the City Conveyance Parcel. Upon the vacation of such portion, and the removal and relocation of all pavement and utilities and the restoration of the City Conveyance Parcel as set forth in Article III, Section 2, above, the City shall cause an appropriate vacating resolution to be recorded with the Oakland County Register of Deeds, whereupon the City Easement shall automatically terminate and shall be of no further force or effect. The City agrees that no easements will be reserved within the City Conveyance Parcel by the City in connection with the vacation.

4. **Maintenance and Repair of City Conveyance Parcel.** The City shall be responsible for any and all maintenance and repair of the surface of any improvements now or hereafter existing within the City Conveyance Parcel until such time as the City Easement is terminated. Until such time as the City Easement is terminated, LMDP shall have no obligation to maintain and repair the surface of any improvements now or hereafter existing within the City Conveyance Parcel or to contribute to the cost thereof, and such improvements shall be maintained by the City as required by all federal, state, local laws and policies of the City.

5. **Insurance.** Until such time as the City Easement is terminated by the City, the City shall, at its sole expense, obtain insurance as required herein. All coverages shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with carriers acceptable to LMDP.



- A. Commercial General Liability Insurance: Until such time as the City Easement is terminated by the City, the City shall procure and maintain Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Broad Form General Liability Extensions or equivalent; and (B) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.
  - B. Additional Insured: The Commercial General Liability Insurance, as described above, shall include an endorsement stating LMDP shall be *Additional Insured*. This coverage shall be primary to any other coverage that may be available to the additional insured, without regard to any other available coverage by primary, contributing or excess.
  - C. Cancellation Notice: The Commercial General Liability Insurance, as described above, shall include an endorsement stating the following: "Thirty (30) days' Advance Written Notice of Cancellation or Non-Renewal shall be sent to: Lavery Michigan Dealership Properties No. 1, LLC, 440 Lake Park Drive, Birmingham, Michigan 48009."
  - D. Proof of Insurance Coverage: The City shall provide LMDP, at the time this Agreement is returned for execution, Certificates of Insurance and/or policies, acceptable to LMDP, as listed below.
    - 3) Two (2) copies of a Certificate of Insurance for Commercial General Liability Insurance;
    - 4) If so requested, Certified Copies of all policies mentioned above will be furnished.
  - E. Coverage Expiration: If any of the above coverages expire prior to such time as the City Easement is terminated by the City, the City shall deliver renewal certificates and/or policies to LMDP at least (10) days prior to the expiration date.
  - F. Maintaining Insurance: Upon failure of the City to obtain or maintain such insurance coverage until such time as the City Easement is terminated by the City, LMDP may, at its option, purchase such coverage and invoice the City for the cost of obtaining such coverage. In obtaining such coverage, LMDP shall have no obligation to procure the most cost-effective coverage but may contract with any insurer for such coverage.
6. **Responsibilities of the City**. At such time, as applicable, as the LMDP Easement and the City Easement are terminated, the City shall provide assurances to LMDP or its successors in interest that:

a) Nonconformance. In the event that the vacation of South Elm Street or the use of the LMDP Conveyance Parcel by the City in connection with the South Worth Street Extension creates any nonconformance of the combined Woodward Parcel and Haynes Parcel, or the current use or development thereof, with the then-existing City codes or ordinances, including, but not limited to, the City's Zoning Ordinance, any such noncompliance shall be and is hereby waived.

b) Restore Property. The City, in performing any work with respect to the vacation of South Elm Street or the use of the LMDP Conveyance Parcel by the City in connection with the South Worth Street Extension, agrees that it shall be responsible to restore the combined Woodward Parcel and Haynes Parcel in like manner to the then-existing conditions, with the exception of restoring the lost striped surface parking spaces in the parking lot.

c) Parking Loss. The City understands and agrees that implementing the South Worth Street Extension will result in the loss of parking to LMDP. Any diminishment of the total number of parking spots from that total number shall be made up by the City. This parking loss is currently estimated at \_\_\_\_\_ parking spaces. The City shall make up for any loss of parking through such agreeable means as: on street permit parking, or providing permit parking in any available deck which may hereafter be constructed. The total current parking on the Woodward Parcel and the Haynes Parcel is \_\_\_\_\_ parking spaces. Any loss of parking made up for by the City pursuant to this provision must be located within the southern portion of the Triangle District.

## **ARTICLE IV MISCELLANEOUS**

1.     **Arbitration.** Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled either by commencement of a suit in Oakland County Circuit Court, the 48<sup>th</sup> District Court or by arbitration. If both parties elect to have the dispute resolved by arbitration, it shall be settled pursuant to Chapter 50 of the Revised Judicature Act for the State of Michigan and administered by the American Arbitration Association with one arbitrator being used or three arbitrators in the event any party's claim exceeds \$1,000,000. Each party shall bear its own costs and expenses and an equal share of the arbitrator's and administrative fees of arbitration. Such arbitration shall take place in Oakland County, Michigan, and shall qualify as statutory arbitration pursuant to MCL §600.5001 et. seq., and the Oakland County Circuit Court or any court having jurisdiction shall render judgment upon the award of the arbitrator made pursuant to this Agreement. In the event that the parties elect not to have the matter in dispute arbitrated, any dispute between the parties may be resolved by the filing of a suit in the Oakland County Circuit Court or the 48<sup>th</sup> District Court.

2.     **Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of LMDP and the City and their respective successors and assigns; provided, however, the rights of the City hereunder are assignable by the City only if the City has received prior written consent from LMDP, which consent may be withheld at LMDP's sole discretion, in which case the City's rights shall not be assignable.

3.     **Notices.** Any notice required or permitted to be given under this Agreement shall be in writing and shall be sent by registered or certified U.S. Mail or by Federal Express or other nationally recognized overnight delivery service to the party entitled to receive the same at the

address as stated hereafter or such alternative address as may be furnished by either party to the other in the future. Copies of such notices shall be addressed as follows:

If to the City:

City of Birmingham  
151 Martin Street, P.O. Box 3001  
Birmingham, Michigan 48012-3001  
Attention: Joseph A. Valentine, City Manager

AND

Beier Howlett, P.C.  
3001 West Big Beaver Road, Suite 200  
Troy, Michigan 48084  
Attention: Timothy J. Currier

If to LMDP:

Lavery Michigan Dealership Properties No. 1, LLC  
440 Lake Park Drive  
Birmingham, Michigan 48009  
Attention: Frederick A. Lavery, Jr.

AND

Clark Hill PLC  
500 Woodward Avenue, Suite 3500  
Detroit, Michigan 48226  
Attention: Stuart M. Schwartz

4. **Governing Law.** This Agreement shall be governed by and construed exclusively in accordance with the laws of the State of Michigan.

*[Remainder of page intentionally left blank  
signatures on following pages.]*

SIGNATURE PAGE TO AGREEMENT  
BY AND BETWEEN LAVERY MICHIGAN DEALERSHIP  
PROPERTIES NO. 1, LLC AND THE CITY OF BIRMINGHAM

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the Effective  
Date.

**LAVERY MICHIGAN DEALERSHIP  
PROPERTIES NO. 1, LLC**, a Michigan  
limited liability company

By: \_\_\_\_\_  
Frederick A. Lavery, Jr., Member

SIGNATURE PAGE TO AGREEMENT  
BY AND BETWEEN LAVERY MICHIGAN DEALERSHIP  
PROPERTIES NO. 1, LLC AND THE CITY OF BIRMINGHAM

**CITY OF BIRMINGHAM**, a Michigan  
municipal corporation

By: \_\_\_\_\_  
Pierre Boutros, Mayor

By: \_\_\_\_\_  
Alexandria Bingham, Clerk

## **Exhibit A to Agreement**

### **Legal Description**

Land situated in the City of Birmingham, Oakland County, Michigan, more particularly described as:

#### Woodward Parcel

Lot 3 of "Bowers Addition", according to the plat thereof recorded in Liber 8 of Plats, Page 26, Oakland County Records, except that part taken for highway; also together with:

All of Lots 4 and 5 of "Bowers Addition", according to the plat thereof recorded in Liber 8 of Plats, Page 26, Oakland County Records; also together with:

Lot 6 of "Bowers Addition", according to the plat thereof recorded in Liber 8 of Plats, Page 26, Oakland County Records, except the Easterly part, beginning at the Northeast Lot corner; thence West 1.35 feet along the Lot line; thence Southerly 65.50 feet parallel to the East Lot line; thence South 52.89 feet to the Southeast Lot corner; thence Northerly along said Lot line to the beginning.

Commonly known as 835 and 845 Haynes Street

Tax Parcel No. 19-36-281-022

#### Haynes Parcel

Town 2 North, Range 10 East, Section 36, BOWERS ADDITION SUBDIVISION, as recorded in Liber 8, Page 26 of Plats, Oakland County Records. Easterly part of Lot 6 beginning at Northeast lot corner, thence Westerly 1.35 feet along North lot line, thence South 01 degrees 00 minutes 00 seconds West 65.50 feet parallel to East lot line, thence Southeasterly 52.89 feet to Southeast lot corner, thence Northerly 118.42 feet along East lot line to beginning, also all of Lots 7, 8 and 9, also Westerly part of Lot 10 measures 10.14 feet along North lot line and 10.58 feet along South lot line.

Commonly known as 907 and 911 Haynes Street

Tax Parcel No. 19-36-281-030

# CLARK HILL

---

Stuart M. Schwartz  
T (313) 965-8335  
F (313) 309-6935  
Email:SSchwartz@ClarkHill.com

Clark Hill PLC  
500 Woodward Ave., Suite 3500  
Detroit, MI 48226  
T (313) 965-8300  
F (313) 309-6935

[clarkhill.com](http://clarkhill.com)

December 17, 2020

## VIA FEDERAL EXPRESS AND EMAIL

City of Birmingham  
Planning Department  
Attn: Ms. Jana Ecker  
151 Martin St.  
Birmingham, MI 48009  
[jecker@bhamgov.org](mailto:jecker@bhamgov.org)

Re: **34350 Woodward Ave. (the “Woodward Property”) and 907-911 Haynes, Birmingham, MI 48009 (the “Haynes Property”)**

Dear Ms. Ecker:

Please let this letter serve as a supplement to Lavery Michigan Dealership Properties No. 1, LLC’s (“LMDP”) application to combine the Woodward Property and the Haynes Property. We ask that you add to the City Commission packet prior to Monday’s public hearing.

By way of background, LMDP appeared before the Planning Board on January 22, 2020 in regard to a Special Land Use Permit amendment (“SLUP”) and site plan amendment for the Woodward Property and the Haynes Property. At that time, City Planner Brooks Cowan noted that:

Although the construction of a surface parking [sic] does not appear to meet the intent of the Triangle District Plan, permitting this parking lot construction with the condition that the applicant reach an agreement with the City regarding the Worth Street realignment and extension could serve as an important step towards implementing the goals of the Triangle District Plan.

A copy of that memo is attached as **Exhibit 1**. Ultimately, Mr. Cowan recommended **approval** of LMDP’s application:

Based on a review of the site plan submitted, as well as the goals and intent of the Triangle District Plan, ***the Planning Division recommends that the Planning Board RECOMMEND APPROVAL of the applicant’s request for Final Site Plan and a SLUP amendment to allow the demolition of the building at 907-911 Haynes Street*** and for the property to be converted into a surface parking lot for



car sales, with the condition that the applicant reach an agreement with the City of Birmingham to comply with the goals of the Triangle District Plan, including but not limited to the accommodation of the Worth Street realignment.

*Id.* (emphasis added).

At the hearing on January 22, 2020, it became quickly evident that Planning Director Jana Ecker had a different view of LMDP's application. Ultimately, based on the direction in which Director Ecker was steering the conversation, LMDP decided to withdraw its application.

Thereafter, LMDP reached out to Director Ecker to discuss options relative to the Woodward Property and Haynes Property, including, without limitation, to discuss the plan for the Worth Street realignment project. Despite LMDP's best efforts, those discussions did not gain any traction and LMDP was left with no other option but to seek a lot combination, and limited its application accordingly at this time.

In response to LMDP's request for a lot combination, it appears the Planning Department is prepared to (pre) dispose of the application with a recommended denial of the same concept it previously recommended be approved. However, recently, Porsche rejected LMDP's draft plan and requested a number of revisions. Many of those revisions are not feasible at the Woodward Property and LMDP has not determined whether it will seek a modified SLUP amendment or take other action. Therefore, the factual basis for the Planning Department's memo is entirely misplaced.

Moreover, the Planning Departments proposed denial of LMDP's application is wholly inappropriate. Section 82-56 of the City of Birmingham's Code of Ordinances provides that the "planning director shall make the necessary studies and surveys of matters relating to city growth and development, advise the city manager as to the implementation of the city plan, furnish technical advice and assistance in planning and zoning matters and furnish such information and data to the city planning board, the design review board, and the historic district commission as they may require in the performance of their duties and functions." Accordingly, in recommending a denial, Director Ecker has exceeded the authority granted to her. Instead, the Planning Director should be proposing information and data to the City Commission so that it can make an informed decision. By simply recommending denial, Director Ecker has severely prejudiced LMDP's ability to have the City Commission fairly consider its request.

In addition to unduly prejudicing LMDP by recommending denial (instead of furnishing advice and information for the City Commission to make its decision), the Planning Department also has provided inaccurate information to the City Commission upon which its decision will be based regarding LMDP's future plans for the Woodward Property and the Hayne Property. **To be clear, LMDP is only seeking a lot combination at this time.** It has not reapplied for a SLUP amendment and therefore, the Planning Department's assumptions, based on LMDP's past application, is entirely misplaced. LMDP continues to evaluate options, which include, among

other things, closing the Porsche and Audi dealerships, seeking a revised SLUP amendment, and redevelopment of the combined lots. However, under all scenarios, a lot combination will be necessary and highly beneficial to the City.

LMDP also meets the standards set forth in Section 102-83 of the Ordinance relating to the combination of land parcels. With the exception of section (1), the Planning Department recognized that LMDP satisfies this standard as well. For the reasons that follow, LMDP believes that the City Commission can only conclude that a lot combination meets the standards set forth in the Ordinance:

*The Combination will result in lots or parcels of land consistent with the character of the area where the property is located, Chapter 126 of this Code for the zone district in which the property is located, and all applicable master land use plans.*

In regard to the character of the area, the property is located within the City's Triangle District. The area is surrounded by a variety of uses and buildings ranging from one story to five stories in height which are mostly surrounded by surface parking. The lot combination will result in a combined parcel of land that is consistent with the character of the area and will indeed, enhance the character by the removal of an outdated building, that is not code compliant, on the Haynes Property.

In regard to zoning, the Woodward Property is zoned MU-7 in the Triangle Overlay District while the Haynes Property is zoned MU-5. Both parcels are zoned B-2 in the underlying Zoning District. Auto sales and auto showrooms are permitted with approval of a Special Land Use Permit in the MU-5 and MU-7 Zones, which LMDP obtained for the Woodward Property in 2010. The lot combination will not alter any aspect of zoning compliance for these properties. Rather, by allowing a lot combination, greater possibilities exist to develop these properties in compliance with the Zoning Ordinance.

The lot combination also complies with the Master Plan, and more importantly, the draft new Master Plan for the Triangle District. On November 11, 2020, the Planning Board held a study session regarding the first draft of the Master Plan, and specifically discussed the Triangle District, and "Haynes Square," which includes the Woodward Property and the Haynes Property. In the words of the City's consultant, Matt Lambert, "the whole area is a mess." He also noted numerous instances of dangerous road conditions for pedestrians, cyclists, and drivers, including, the sharp turn off of Woodward Avenue that fronts the Woodward Property. Mr. Lambert further noted that the failure to build a parking structure in the area has held back development. Mr. Lambert stated that the current Master Plan is not working for the area, and that the City will need to relax its development standards, with the greatest relief being afforded to the Rail

District, and other relief being afforded to surrounding areas, including Haynes Square.

As it relates to mixed use development, Mr. Lambert raised a number of questions regarding retail and questioned what businesses would survive the COVID-19 pandemic. He stated that it was important to talk about housing since the United States is massively “over retailed.” Based on these comments, strict compliance with the current Master Plan is infeasible and does not make sense.

Many of the Planning Board members had similar concerns. Mr. Boyle, for example, questioned the mechanisms for implementing the new Master Plan and noted that the City has failed in the past with trying to achieve compliance; specifically mentioning the lack of any parking deck solution in the Triangle District.

Despite all of these concerns, any future compliance with the Master Plan will be predicated on a combination of these lots. **As such, a lot combination clearly will result in a parcel of land consistent with the Master Plan’s land use requirements.**

*(1) All residential lots formed as a result of a combination shall be a maximum width of no more than twice the average lot width of all lots in the same zone district within 300 feet on the same street.*

**The proposed combination is commercial, not residential, therefore this requirement is not applicable.**

*(2) All residential lots formed as a result of a combination shall be a maximum area of no more than twice the average lot area of all lots in the same zone district within 300 feet on the same street.*

**The proposed combination is commercial, not residential, therefore this requirement is not applicable.**

*(3) The combination will result in building envelopes on the combined parcels that will allow for the placement of buildings and structures in a manner consistent with the existing rhythm and pattern of development within 500 feet in all directions in the same zone district.*

The Triangle District has a variety of buildings types ranging in height and size, many of which are surrounded by large surface parking lots and therefore, **the lot combination meets this requirement.**

(4) *Any due or unpaid taxes or special assessments upon the property have been paid in full.*

There are no outstanding taxes due on this property. **The proposal meets this requirement.**

(5) *The combination will not adversely affect the interest of the public or the abutting property owners. In making this determination, the City Commission shall consider, but not be limited to the following:*

a.) *The location of proposed buildings or structures, the location and nature of vehicular ingress or egress so that the use or appropriate development of adjacent land or buildings will not be hindered, nor the value thereof impaired.*

A lot combination will ultimately help to improve vehicular ingress and egress should the City vacate the land in front of the Woodward Property to LMDP. It should otherwise have no impact on adjacent land and buildings. **As such, the lot combination and building envelope meet this requirement and will not have any impact on vehicular ingress or egress. It will also not hinder or impair adjacent land or buildings.**

b.) *The effect of the proposed combination upon any floodplain areas, wetlands and other natural features and the ability of the applicant to develop a buildable site on the resulting parcel without unreasonable disturbances of such natural features.*

**The property is not located in a flood plain or wetlands, nor adjacent to a floodplain or wetlands.**

c.) *The location, size, density and site layout of any proposed structures or buildings as they may impact an adequate supply of light and air to adjacent properties and the capacity of essential public facilities such as police and fire protection, drainage structures, municipal sanitary sewer and water, and refuse disposal.*

**The proposed lot combination has no impact on the supply of light and air to adjacent properties or the ability of the City to provide essential services.**

In addition to meeting the requirements of the Ordinance's standard for a lot combination, a lot combination also makes sense for the City. The Worth Street realignment, parking issues, and the possible vacating of the area between the Porsche dealership and Woodward Avenue are all

City of Birmingham  
Planning Department  
December 17, 2020  
Page 6

issues that should be resolved in the next ten years (if not sooner). Combining the lots opens numerous opportunities for these properties, while a failure to do so can only result in higher hurdles to change any aspect of these properties. Putting in place short term solutions, while these issues are resolved, will ultimately benefit LMDP and the City.

Sincerely,

CLARK HILL PLC

*/s/Stuart M. Schwartz*

Stuart M. Schwartz

SMS:dem  
Enclosure

cc: Mr. Brooks Cowan, City Planner (via email to [bcowan@bhamgov.org](mailto:bcowan@bhamgov.org))

# EXHIBIT 1



## MEMORANDUM

Planning Department

**DATE:** January 22, 2020

**TO:** Planning Board

**FROM:** Brooks Cowan, City Planner

**SUBJECT:** 34350 Woodward & 907-911 Haynes Street Fred Lavery Special Land Use Permit amendment (SLUP) for lot combination and site plan amendment

---

### Executive Summary

The subject properties are located at 34350 Woodward and 907-911 Haynes Street. Both parcels are zoned B-2, General Business. 34350 Woodward is zoned MU-7 in the Triangle Overlay District while 907-911 Haynes Street is zoned MU-5. Auto sales agencies require a Special Land Use Permit to operate in the B2 District, which can be obtained as long as they meet their obligations required by the City. The applicant, Fred Lavery Company, received a Special Land Use Permit in 2010 to operate a Porsche car dealership within the B2 Zone and MU-7 Triangle District Overlay at 34350 Woodward.

In 2016, the applicant received a temporary SLUP amendment to use the Haynes property as an office for the Porsche sales and management team for one year while renovations were made to the Porsche dealership at 34350 Woodward. Conditions of approval were that the applicant could not have cars for sale parked on 907-911 Haynes Street and that the applicant provide proof of adequate parking lot landscaping. It appears as though the applicant has continued to store cars at the 907-911 Haynes location.

The applicant is proposing to demolish the two story building on Haynes Street and construct a surface parking lot to accommodate a larger fleet of cars for sale. The Birmingham Zoning Ordinance requires that the applicant obtain a Special Land Use Permit Amendment and approval from the City Commission to expand the auto sales agency use. Accordingly, the applicant will be required to obtain a recommendation from the Planning Board on the Final Site Plan and Special Land Use Permit amendment, and then obtain approval from the City Commission for the Final Site Plan and Special Land Use Permit amendment. **A lot combination will also be required to be approved by the City Commission.**

### 1.0 Land Use and Zoning

- 1.1 Existing Land Use – 34350 Woodward is a single story building used as a Porsche Dealership. 907-911 Haynes contains a two-story building where the first floor is unoccupied and the second floor is used as a spa.

1.2 Existing Zoning – Both properties are zoned B-2, Business-Residential. 34350 Woodward is zoned MU-7 in the Triangle Overlay District while 907-911 Haynes is zoned MU-5. The existing use and surrounding uses appear to conform to the permitted uses of each Zoning District.

1.3 Summary of Land Use and Zoning - The following chart summarizes existing land use and zoning adjacent to and/or in the vicinity of the subject site.

	North	South	East	West
<b>Existing Land Use</b>	Office	Retail/ Commercial (Walgreens)	Commercial (Goodwin & Scieszka Law)	Woodward Ave & Elm St Intersection
<b>Existing Zoning District</b>	B-2, General Business	B-2, General Business	B-2, General Business	B-2, General Business
<b>Triangle Overlay Zoning District</b>	MU-3	MU-7/MU-5	MU-5	MU-3

1.4 Proposed Use – The proposed use that would remain at 34350 Woodward is permitted within the MU-7 zoning district with a Special Land Use Permit. At this time, the applicant is requesting approval of a SLUP Amendment for 34350 Woodward to expand the use of the auto sales agency by expanding the parking lot to be used for storage and display of vehicles for sale to include the site at 907-911 Haynes Street.

## 2.0 Screening and Landscaping

2.1 Screening –All parking facilities must be screened in accordance with Article 4, section 4.53 of the Zoning Ordinance. A minimum 32" masonry screen wall is required. The applicant is proposing a new concrete wall to align with and match the existing concrete screen wall with a maximum height of 36" along Haynes Street. The existing brick screen wall in the northeast corner of the property is proposed to remain.

The length of the new proposed screenwall is not provided, although it appears to be longer than 50 feet. Article 4, Section 4.54(B)(5) requires a break in the screenwall every 50-100 feet. **The applicant must submit plans indicating a break in the screenwall to reduce the length of the gray concrete screening.**



The site plan also indicates a new DC battery charging box in the front of the property along Haynes Street that will be screened by Juniper Evergreens ranging from four to six feet in height.

- 2.2 Landscaping— There are no proposed landscape changes to the site at 34350 Woodward. This portion of the site plan has a landscaped display court with Pleached Linden trees along Elm Street. Changes to landscaping for 907-911 Haynes are proposed which includes a new landscaping bed along Haynes with new trees.

The size of the parking area exceeds 7,500 sq. ft. (approximately 29,000 sq ft after demolition), therefore the applicant must provide landscaping that equals 5% of the parking lot size. ( $29,000 * 0.05 = 1,450$  square feet of required landscaping). The applicant has proposed 2,575 square feet of landscape coverage, thus satisfying the coverage requirement.

Article 04 section 4.20 LA-01 states that the interior planting areas shall be located in a manner that breaks the expanse of paving throughout the parking lot interior. Each interior planting area shall be at least 150 square feet in size, and not less than 8 feet in any single dimension. **The proposed landscaping is only located on the edges of the property, and does not break up the expanse of the parking lot interior. The applicant must place landscaping plantings no smaller than 150 square feet, and not less than 8 feet in any single dimension throughout the parking lot in a manner that breaks the expanse of paving throughout the parking lot interior, or obtain a variance from the Board of Zoning Appeals.**

Article 04 section 4.20 LA-01 also states there shall be at least one canopy tree for each 150 square feet or fraction thereof of interior planting area required. The applicant is required to provide 10 canopy trees ( $1,450 / 150 = 10$ ) within the parking lot area, or obtain a variance from the Board of Zoning Appeals. The applicant has proposed 13 trees which satisfies the requirement. Seven of these trees are existing along the sides of the property which include two Katsura trees and five Pear trees. Five new trees are proposed along the front of the property which include two Pear trees and three Katsura trees while a Weeping Cherry tree will be transplanted on site.

### 3.0 Parking, Loading, Access, and Circulation

- 3.1 Parking – The Porsche showroom area is 5,730 square feet while the service area has three service bays. The applicant is required to provide one parking space for each 300 sq. ft. of floor area of sales room plus one space for each auto service stall, not to be used for new or used car storage. Accordingly, the applicant is required to provide a total of 22 spaces on site. The applicant has proposed a total of 66 parking spaces, with 23 parking spaces on the current 34350 Woodward site and a proposed 43 parking spaces on 907-911 Haynes. **The Zoning Ordinance requires that the 22 parking spaces required be available for employees**

**and customers of the business for 34350 Woodward, and cannot be used as car storage for dealership inventory.**

The applicant has also provided 3 bike racks which satisfies the Zoning Ordinance requirements of 1 for every 3000 square feet of building area.

- 3.2 Loading – The applicant has indicated there is an existing loading area on the east side of the Porsche dealership which is enclosed by an 8' fence that screens the area from the right-of-way, therefore satisfying the Zoning Ordinance requirement of one loading space for a commercial use between 5,001-20,000 square feet.

- 3.3 Vehicular Access & Circulation - Vehicular access to the Porsche dealership on 34350 Woodward has two curb cuts for ingress and egress, one on Elm Street and one on Haynes Street. The applicant has indicated one curb cut for ingress and egress at the proposed parking lot expansion on 907-911 Haynes. The site plan also indicates a two-way access drive connecting the current dealership to the proposed parking lot.

An existing curb cut on 907-911 Haynes Street will be replaced with new sidewalk and street curb installed.

- 3.4 Pedestrian Access & Circulation –Pedestrian access is via sidewalks along Haynes and Elm. A pedestrian sidewalk connects the dealership entrance to the City sidewalk on Elm Street. The site plan does not indicate a pedestrian walkway from either curb cut along Haynes Street. **The applicant must submit plans indicating a pedestrian path through the parking lot at 907-911 Haynes Street where the screen wall opening is placed.**

- 3.5 Streetscape – This site is located within the Triangle District, which states that the sidewalk environment should accommodate ample space for pedestrians, street furniture and prominent storefronts. The Plan also states that there should be ample space for sidewalk cafés, street trees, pedestrian scale lights, benches and other elements in order to create a comfortable pedestrian experience

The applicant is not proposing any changes to the existing streetscape surrounding the current Porsche dealership. The site plan indicates four new tree well locations in front of 907-911 Haynes with Ginko Biloba trees planted and tree grates per Triangle District Standards. The proposed Haynes Street frontage will be 353 feet which will require 9 total street trees, therefore the applicant has satisfied this requirement.

The site plan also indicates two new benches and a trash receptacle in front of 907-911 Haynes Street that appear to be the same type and make as the existing benches and trash receptacles in front of the dealership at 34350 Woodward. Three new bike racks along the sidewalk are also proposed.

Five new Lumenton Street Light Models PT90 pedestrian scale street lights are proposed in front of 907-911 Haynes Street to match existing street lights and conform to the Triangle District Standards.

#### **4.0 Lighting**

The applicant is not proposing any lighting changes to the current dealership at 34350 Woodward Haynes. The site plan for 907-911 Haynes indicates four new light poles to illuminate the proposed parking lot. The Proposed lights are Tru-Tribute pulse start metal halide 100-400 watt full-cutoff luminaires. Light pole plans indicate a height of 16 feet which satisfies the ordinance.

The photometric plan for the proposed parking lot indicates a foot-candle ratio of 13.63 within the circulation area which satisfies the requirements of 20 or less in Article 4, Section 4.21(F)(3).

#### **5.0 Departmental Reports**

- 6.1 Engineering Division – Engineering Division has not yet provided comments, but will do so prior to the meeting on January 22, 2020.
- 6.2 Department of Public Services – No concerns were reported.
- 6.3 Fire Department – Fire Department has not yet provided comments, but will do so prior to the meeting on January 22, 2020.
- 6.4 Police Department - No concerns were reported from the Police Dept.
- 6.5 Building Division – The additional parking spaces will require another accessible parking space be provided in addition to the two existing. One of the three will need to be van accessible.

#### **6.0 Design Review**

The applicant has proposed to remove the two-story building at 907-911 Haynes Street to make way for a 43 space surface parking lot. The parking lot will be surrounded by a concrete screenwall and additional landscaping. The parking lot will be accommodated with new AC & DC charging stations for vehicles.

No changes to the existing Porsche Dealership building at 34350 Woodward are proposed at this time. The site plan does indicate a new access drive connecting 34350 Woodward to 907-911 Haynes. See Figure 1 for an aerial of this area.

#### **7.0 Signage Review**

No changes or additions to the signage have been proposed. The applicant currently has signs advertising "Fred Lavery", "PORSCHE", a Porsche logo wall sign, and a Porsche logo ground sign.

## **8.0 Birmingham Triangle District**

The opening paragraph for the Triangle District Plan states, *"The Triangle District is a stage for bold and distinctive architecture that creates a unique identity for the neighborhood and City. Building masses are the primary features, replacing the bleak parking lots that currently dominate the landscape"* (pg. 1).

In regards to the Development Plan Summary, *"Infill development and redevelopment is recommended to create a distinct character for the Triangle District while complementing the Downtown and surrounding neighborhoods,"* (pg. 4).

**The Triangle District Plan advocates for an increase in building density to replace the large surface parking areas that currently exist. Demolishing a two-story building to make way for a larger surface parking lot appears to be counterproductive to what the Triangle District Plan recommends.**

In regards to the recommended Worth Street Plaza and Worth Street realignment, the subject site faces the suggested urban plaza which is recommended to be *"... an island of activity bounded by tree-lined sidewalks and brick lined local streets, and enclosed by five to seven story buildings, (pg. 10).* **Constructing a 43-space surface parking lot to serve an expanding car dealership does not appear to meet the intent of the Triangle District Plan's vision for the spaces surrounding Worth Plaza.**

In regards to rerouting Worth Street, the *Circulation* section of the Triangle District Plan states:

*Currently Worth Street ends at Haynes Street. This prevents circulation between the Triangle District's northern and southern halves. Worth should be realigned parallel to Woodward Avenue and extended to Bowers. This will improve north/south interior connectivity with the Triangle District and better link the north and south halves of the District, which will help support redevelopment of the area. This road reconfiguration will also allow the creation of Worth Plaza in the heart of the Triangle District. The alignment of Worth Street will be through the rear of the Borders (Now Walgreens) parking lot and buildings currently located between Bowers and Haynes. **Therefore Worth Street realignment will need to be done in conjunction with the development of a parking structure and redevelopment of the properties on the north side of Haynes. The specific alignment shown on this plan is conceptual and could be varied, provided the ultimate alignment created Worth Plaza (pg. 19).***

Phase I of the Triangle District Plan states that Worth Plaza is the centerpiece of the plan and also mentions the necessity of acquiring additional roadway right-of-way stating:

*There are two key improvements that will be necessary precursors to the successful implementation of Phase I. They are the realignment of Worth Street to create the Worth Plaza open space and a substantial public or public-private parking deck. The reconfiguration Worth Street requires public acquisition of additional roadway right-of-way and includes the extension of Worth Street to Bowers (pg. 26).*

See Figure 2 for Triangle District Urban Design Plan.

On February 3<sup>rd</sup>, 2012, a similar situation regarding Worth Street realignment on the rear property line of Walgreens was brought to City Commission. A condition of approval for the Walgreens SLUP was that Walgreens grant a portion of property to the City for future rerouting of Worth Street. An agreement was reached between the City and the property owner, hence the triangular piece of property on the east side of Walgreens which is now owned by the City of Birmingham. See Figures 1 & 3.

The Triangle District Plan recommends acquiring additional land for the Worth Street realignment during redevelopment of the properties on the north side of Haynes which would include this subject's application. 907-911 Haynes plays a crucial role in the realignment of Worth Street and connecting Worth Street to Bowers Street as the subject site is located in the Triangle District Urban Design Plan's Worth Street right-of-way extension.

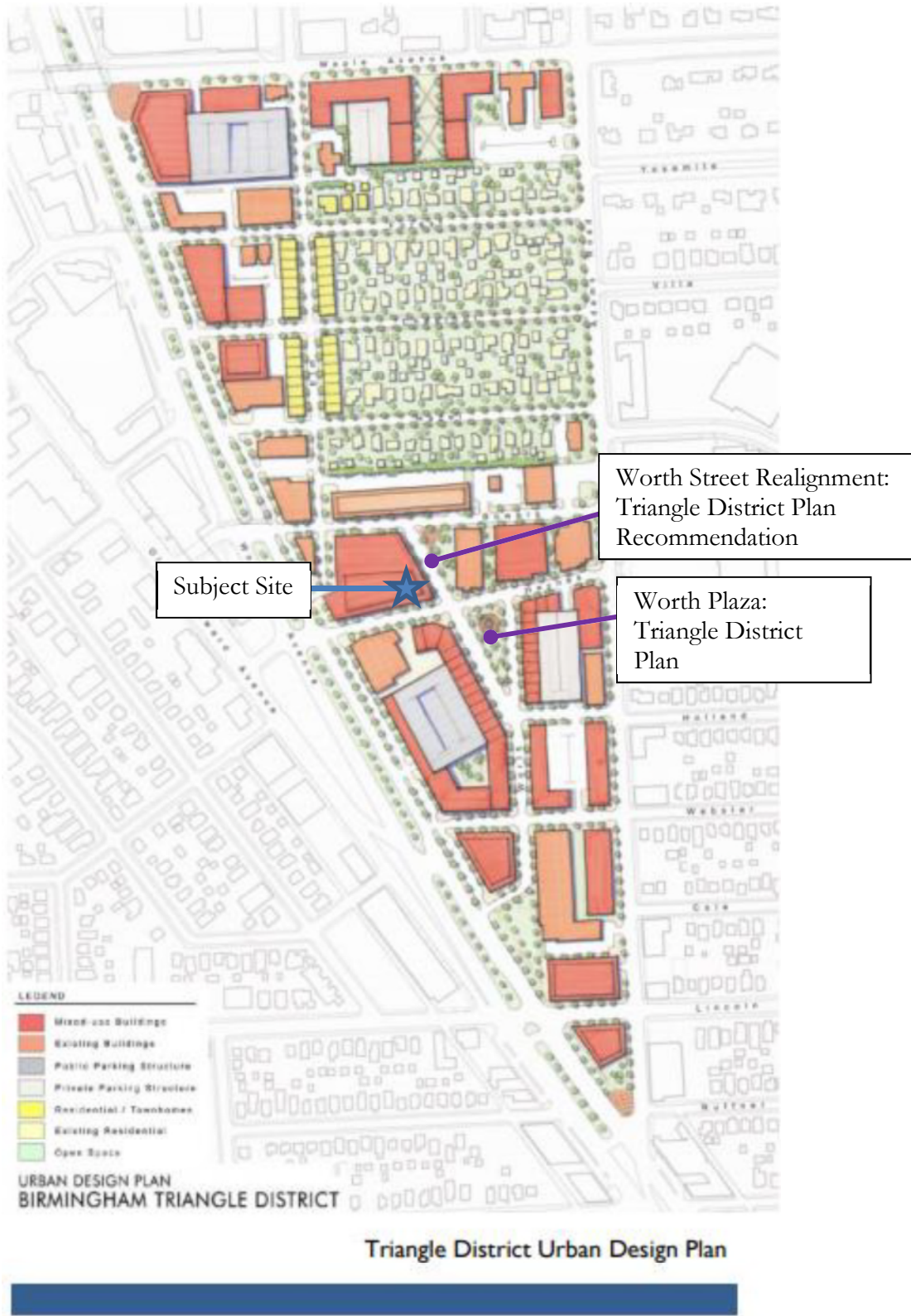
**Although the construction of a surface parking does not appear to meet the intent of the Triangle District Plan, permitting this parking lot construction with the condition that the applicant reach an agreement with the City regarding the Worth Street realignment and extension could serve as an important step towards implementing the goals of the Triangle District Plan.**

**Figure 1: Parcel Map and Aerial Image of Subject Properties:**





**Figure 2: Triangle District Urban Design Plan**



**Figure 3: Current Parcel Outlines Overlaid on Triangle Design Plan**





## 9.0 Approval Criteria for Final Site Plan

In accordance with Article 7, section 7.27 of the Zoning Ordinance, the proposed plans for development must meet the following conditions:

- (1) The location, size and height of the building, walls and fences shall be such that there is adequate landscaped open space so as to provide light, air and access to the persons occupying the structure.
- (2) The location, size and height of the building, walls and fences shall be such that there will be no interference with adequate light, air and access to adjacent lands and buildings.
- (3) The location, size and height of the building, walls and fences shall be such that they will not hinder the reasonable development of adjoining property not diminish the value thereof.
- (4) The site plan, and its relation to streets, driveways and sidewalks, shall be such as to not interfere with or be hazardous to vehicular and pedestrian traffic.
- (5) The proposed development will be compatible with other uses and buildings in the neighborhood and will not be contrary to the spirit and purpose of this chapter.
- (6) The location, shape and size of required landscaped open space is such as to provide adequate open space for the benefit of the inhabitants of the building and the surrounding neighborhood.

## 10.0 Approval Criteria for Special Land Use Permits

Article 07, section 7.34 of the Zoning Ordinance specifies the procedures and approval criteria for Special Land Use Permits. Use approval, site plan approval, and design review are the responsibilities of the City Commission. This section reads, in part:

Prior to its consideration of a special land use application (SLUP) for an initial permit or an amendment to a permit, the **City Commission shall refer the site plan and the design to the Planning Board for its review and recommendation. After receiving the recommendation, the City Commission shall review the site plan and design of the buildings and uses proposed** for the site described in the application of amendment.

The City Commission's approval of any special land use application or amendment pursuant to this section shall constitute approval of the site plan and design.

## **11.0 Suggested Action**

Based on a review of the site plan submitted, as well as the goals and intent of the Triangle District Plan, the Planning Division recommends that the Planning Board RECOMMEND APPROVAL of the applicant's request for Final Site Plan and a SLUP amendment to allow the demolition of the building at 907-911 Haynes Street and for the property to be converted into a surface parking lot for car sales, with the condition that the applicant reach an agreement with the City of Birmingham to comply with the goals of the Triangle District Plan, including but not limited to the accommodation of the Worth Street realignment.

## **12.0 Sample Motion Language**

Based on a review of the site plan submitted, as well as the goals and intent of the Triangle District Plan, the Planning Board RECOMMENDS APPROVAL of the applicant's request for Final Site Plan approval to allow the demolition of the 907-911 Haynes Street building and for the property to be converted into a surface parking lot for car sales with the following conditions;

1. The applicant reach an agreement with the City of Birmingham to comply with the goals of the Triangle District Plan, including but not limited to the accommodation of the Worth Street realignment;
2. The applicant obtain lot combination approval from City Commission; and
3. The applicant break up the expanse of the parking lot with various landscaping islands.
4. The applicant provide a break in the new screenwall;
5. The applicant provide a pedestrian pathway through the lot currently at 907-911 Haynes where the new screenwall opening is placed; and
6. The applicant ensures that 22 of the parking spaces are used for employee and customer parking only and not used for the storage of new or used vehicles for sale, lease or repair.

AND

Based on a review of the site plan submitted, as well as the goals and intent of the Triangle District Plan, the Planning Board RECOMMENDS APPROVAL of the applicant's request for a Special Land Use Permit amendment to allow the demolition of the 907-911 Haynes Street building and for the property to be converted into a surface parking lot for car sales with the following conditions;

1. The applicant reach an agreement with the City of Birmingham to comply with the goals of the Triangle District Plan, including but not limited to the accommodation of the Worth Street realignment;
2. The applicant obtain lot combination approval from City Commission; and
3. The applicant break up the expanse of the parking lot with various landscaping islands.
4. The applicant provide a break in the new screenwall;

5. The applicant provide a pedestrian pathway through the lot currently at 907-911 Haynes where the new screenwall opening is placed; and
6. The applicant ensures that 22 of the parking spaces are used for employee and customer parking only and not used for the storage of new or used vehicles for sale, lease or repair.

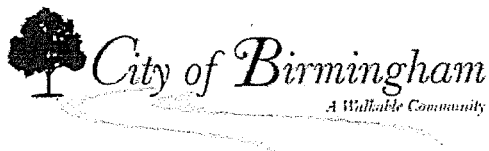
OR

Based on a review of the site plan submitted, the Planning Board RECOMMENDS DENIAL of the applicant's request for Final Site Plan and a SLUP Amendment to allow the demolition of the 907-911 Haynes Street building and for the property to be converted into a surface parking lot for car sales for the following reasons:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_

OR

Motion to POSTPONE the Final Site Plan and SLUP Amendment to the City Commission for Lavery Porsche at 34350 Woodward & 907-911 Haynes, with the following conditions:



## Combination of Platted Lots Application

### Planning Division

*Form will not be processed until it is completely filled out.*

#### 1. Applicant

Name: Lavery Michigan Dealership No. 1, LLC  
Address: \_\_\_\_\_  
440 Lake Park, Birmingham, MI 48009  
Phone Number: \_\_\_\_\_  
Fax Number: \_\_\_\_\_  
Email address: \_\_\_\_\_

#### 2. Property Owner

Name: Lavery Michigan Dealership No. 1, LLC  
Address: 440 Lake Park, Birmingham, MI 48009  
Phone Number: \_\_\_\_\_  
Fax Number: \_\_\_\_\_  
Email address: \_\_\_\_\_

#### 3. Applicant's Attorney/Contact Person

Name: Stuart Schwartz  
Address: \_\_\_\_\_  
500 Woodward Ave., Suite 3500, Detroit, MI 48226  
Phone Number: 313-965-8335  
Fax Number: 313-309-6935  
Email address: SSchwartz@clarkhill.com

#### 4. Project Designer/Developer

Name: PEA, Inc.  
Address: \_\_\_\_\_  
2430 Rochester Ct., Ste. 100, Troy, MI 48083  
Phone Number: 248-689-9090  
Fax Number: 248-689-1044  
Email address: tshelly@peainc.com

#### 5. Project Information

Address/Location of Property: 34350 Woodward Ave./907-911 Haynes  
Sidwell #: 19-36-281-030 and 19-36-281-022  
Parcel #: \_\_\_\_\_  
Current Zoning: MU5/MU7 Triangle Overlay B-2

Legal Description: See attached survey  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

#### 6. Required Attachments

- I. Two (2) copies of a *registered* land survey showing:
  - i. All existing and proposed platted lot lines;
  - ii. Legal descriptions of proposed lots;
  - iii. Locations of existing/surrounding structures for at least 500 ft. in all directions;
  - iv. Footprints of proposed development including proposed building envelope with front, side and rear setbacks clearly marked;

- II. One (1) digital copy of plans;
- III. Proof of ownership;
- IV. Written statement of reasons for request;
- V. A letter of authority or power of attorney in the event the application is made by a person other than the property owner;
- VI. Sketches of proposed development (*optional*);
- VII. Other data having a direct bearing on the request.
- VIII. Any other data requested by the Planning Board, Planning Department, or other City Departments.

#### 7. Details of the Proposed Development (attach separate sheet if necessary)

See attached summary.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(I), (We), the undersigned, do hereby request to combine lots of record in the City of Birmingham, Oakland County, Michigan.  
(I), (We), do hereby swear that all of the statements, signatures, and descriptions appearing on and with this request are in all respects true and accurate to the best of (my), (our), knowledge.

*By providing your e-mail to the City, you agree to receive news notifications from the City. If you do not wish to receive these messages, you may unsubscribe at any time.*

Signature of Property Owner:  Date: 8/11/20

Print Name: Fred Lavery member

Signature of Applicant:  Date: 8/11/20

Print Name: Fred Lavery member

*Office Use Only*

Application#: \_\_\_\_\_ Date Received: \_\_\_\_\_ Fee: \_\_\_\_\_

Date of Approval: \_\_\_\_\_ Date of Denial: \_\_\_\_\_ Reviewed By: \_\_\_\_\_

## Combination of Platted Lots

### Overview of the Process:

***Step 1 – Make an appointment with a city planner:*** A conceptual survey plan must be presented to a city planner prior to acceptance of an application for Combination of Platted Lots. This meeting is intended for information sharing and general guidance.

***Step 2 – Combination of Platted Lots Application filed:*** An application is deemed complete upon submission and acceptance of the completed application form and all required documentation. Once an application is deemed complete, a petitioner will be scheduled for a public hearing before the Birmingham City Commission, which will be at least 15 days after submission of the application.

***Step 3 – Departmental Review:*** Submitted survey plans are sent to appropriate departments for review. Comments are returned to the Planning Division prior to final review by Planning Division personnel.

***Step 4 – Notices of Public Hearing:*** Notices are sent by the City Clerk to all property owners within 300' of the subject property at least 15 days prior to the City Commission Public Hearing meeting at which the application will be considered.

***Step 5 – Review Report:*** The Planning Division reviews the application and prepares a report to the City Commission for consideration at the public hearing.

***Step 6 – Public Hearing at the City Commission:*** Birmingham City Commission meets to consider the application for Combination of Platted Lots. Petitioner appears before City Commission to answer any questions.

***Step 7 – Decision:*** The City Commission approves, denies, or postpones the Combination of Platted Lots application.

## Combination of Platted Lots Application Requirements:

1. A complete Combination of Platted Lots application is to be submitted to the Community Development Department.
2. The application must be completed in its entirety and signed by the owners or applicants.
3. The application must be accompanied by the following supporting documentation:
  - a. Proof of ownership
  - b. Written statement of reasons for request
  - c. A letter of authority or power of attorney in the event the application is made by a person other than the property owner
  - d. Two (2) copies of a **registered** land survey showing:
    - i. All existing and proposed platted lot lines
    - ii. Legal descriptions of proposed lots
    - iii. Locations of existing/surrounding structures and setbacks for at least 500 feet in all directions
    - iv. Footprints of proposed development including proposed building envelope with front, side and rear setbacks clearly marked.
    - v. One set of survey plans mounted on display boards
    - vi. Any other data having a direct bearing on the request
4. All taxes and special assessments must be paid at the time of application.
5. All water bills must be paid at the time of application.
6. All building permits must be obtained at the time of application.
7. Signatures from the City of Birmingham Treasurer, Water Department, and Building Department are required.
8. Signatures of the property owner and applicant are required.
9. Fee: \$200.00 per parcel affected in the request, minimum fee: \$400.00

TO  
THE  
ORDER  
OF



# CLARK HILL

---

Stuart M. Schwartz  
T (313) 965-8335  
F (313) 309-6935  
Email:SSchwartz@ClarkHill.com

Clark Hill PLC  
500 Woodward Ave., Suite 3500  
Detroit, MI 48226  
T (313) 965-8300  
F (313) 309-6935

[clarkhill.com](http://clarkhill.com)

August 27, 2020

## VIA US MAIL AND E-MAIL

City of Birmingham  
Planning Department  
Attn: Ms. Jana Ecker  
151 Martin St.  
Birmingham, MI 48009  
[jecker@bhamgov.org](mailto:jecker@bhamgov.org)

**RE: 34350 Woodward Ave. (the “Woodward Property”) and 907-911 Haynes, Birmingham, MI 48009 (the “Haynes Property”)**

Dear Ms. Ecker:

Clark Hill PLC is legal counsel to Lavery Michigan Dealership Properties No. 1, LLC (“LMDP”), the owner of the Woodward Property and the Haynes Property (collectively, “Lavery Properties”). Enclosed herewith, please find the following documents relative to LMDP’s application to combine the Woodward Property and Haynes Property into one lot:

1. Combination of Platted Lots Application;
2. Two (2) copies of the registered land survey;
3. Proof of ownership;
4. Sketches of the proposed development; and
5. One digital copy of plans.

In addition, this letter shall serve as LMDP’s details of the proposed development.

In 2010, LMDP received a Special Land Use Permit (“2010 SLUP”) for the Woodward Property to operate a Porsche car dealership within the B2 Zone and MU-7 Triangle District Overlay. Auto show rooms and sales agencies are permitted uses in the MU-5 and MU-7 zones of the Triangle Overlay District pursuant to a Special Land Use Permit. It is our understanding that in 2016, the Planning Board and City Commission approved an amendment to the 2010 SLUP to allow for the temporary use of the Haynes Property as an office for the Audi sales and management team, while renovations were being completed at the Lavery Audi dealership located at 34602 Woodward Ave., Birmingham, MI (the “Temporary SLUP Amendment”). Under the Temporary SLUP Amendment, LMDP could use the Haynes Property as offices for the Audi car dealership while Spa Mariana remained on the second floor. LMDP now proposes

to modify the site plan of the Woodward Property in combination with the Haynes Property pursuant to the enclosed site plan in order to accommodate changes in Porsche's dealership requirements. To be clear, at this time, LMDP is not requesting a change to the 2010 SLUP or the Temporary SLUP Amendment. Rather, LMDP is only requesting that the Lavery Properties be combined into one lot. LMDP is also not making any modifications to the Porsche dealership or the existing use associated with the Porsche dealership. Upon approval of that combination, LMDP will then seek an amendment to the 2010 SLUP as described below.

By way of background, newly enacted United States and European Union regulations require that Porsche have an all-electric (full electric and hybrid electric) fleet of vehicles by 2025. This new fleet of vehicles requires dealerships to install a new electric vehicle infrastructure. Four parking spaces at the Woodward Property will be converted for electric vehicle charging stations and will no longer be available for customer and inventory parking. Those spaces will be available to the public's use. In order to accommodate customer and inventory parking, spaces will need to be relocated to the Haynes Property. In furtherance of this plan, LMDP will be adding extensive landscaping and a screening wall along Haynes Street as more particularly depicted on the accompanying site plans and drawings.

It is no secret that parking remains a major concern throughout the City of Birmingham. As set forth in the 2007 Triangle District Urban Design Plan, "[p]arking needs to be provided more efficiently than the current configuration of disjointed surface parking lots. Redevelopment should incorporate multi-level parking structures and maximize the use of on-street parking. More efficient use of shared parking facilities will allow for redevelopment that is more pedestrian oriented and less dominated by parking lots." "A more efficient means of accommodating parking is needed in the Triangle District. In the short term, a shared parking program may reduce parking demand. As the Triangle District redevelops, this plan recommends a managed parking system with a combination of parking on-street, in structures and in limited surface lots to ensure that convenient parking is provided to the uses with the greatest demand and that there is efficient use of land. ***Construction of a parking structure is an imperative element of the plan and should be implemented during the first phase.***" (emphasis added). Unfortunately, to date, the City has not constructed a parking structure. After more than a decade since this plan was created, there is no managed parking system for the Triangle System, no parking garage, and no public plans to implement a managed parking system.

LMPD's proposal is meant as a short-term measure until the City can implement the vision set forth in the Triangle District Urban Design Plan, build a parking garage and implement a managed parking system. The use of the combined lots is an appropriate place-holder that will cause the demolition of a dilapidated building and the beautification of the Haynes Property. It is not possible and would not be prudent to redevelop these lots without adequate parking capacity. By approving this lot combination, the land will remain available for future development in accordance with the Triangle District Plan.

August 27, 2020  
Page 3

Please schedule this request for the earliest available hearing. If you need any additional information or if you would like to discuss, do not hesitate to contact me.

Sincerely,

CLARK HILL PLC

*/s/Stuart M. Schwartz*

Stuart M. Schwartz

SMS:at  
Enclosure

cc: Mr. Brooks Cowan, City Planner (via email to [bcowan@bhamgov.org](mailto:bcowan@bhamgov.org))

OAKLAND COUNTY TREASURER'S CERTIFICATE  
This is to certify that there are no delinquent property  
taxes as of this date owed to our office on this property.  
No representation is made as to the status of any taxes,  
penalties or fines owed to any other entities.

MAY 15 2015

1.00

ANDREW E. MEISNER, County Treasurer  
Sec 135, Act 206, 1993 as amended

LIBER 48188 PAGE 142  
\$22.00 DEED - COMBINED  
\$4.00 REMONUMENTATION  
\$17,200.00 TRANSFER TX COMBINED  
05/18/2015 03:32:24 PM RECEIPT# 56415  
PAID RECORDED - Oakland County, MI  
Lisa Brown, Clerk/Register of Deeds



## WARRANTY DEED

THEODORE N. MITCHELL AND KATHY MITCHELL, husband and wife, GREGORY MITCHELL AND ATHINA MITCHELL, husband and wife, AND MARK MITCHELL AND MARTHA MITCHELL, husband and wife (collectively, "Grantor"), whose address is 339 N. Center Street, Northville, Michigan 48167 ("Grantor"), conveys and warrants to Lavery Michigan Dealership Properties, a Michigan limited liability company ("Grantee"), whose address is 33583 Woodward Ave. Birmingham, the premises situated in the City of Birmingham, Oakland County, Michigan, more specifically described as: \*\*HI 48009

\*No. 1, LLC, a Michigan limited liability company

See Exhibit A hereto

for the sum set forth on the Real Estate Transfer Tax Valuation Affidavit filed herewith, subject only to the exceptions set forth on Exhibit B hereto.

If the land being conveyed is unplatted, the following is deemed to be included:

Grantor grants to Grantee the right to make all division(s) under Section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967, as amended.

This property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act.

Dated: April 30, 2015

OK-LB

SP  
A  
Cert

[SIGNATURES BEGIN ON NEXT PAGE]

Warranty Deed

1508076

26

RECEIVED  
OAKLAND COUNTY  
REGISTER OF DEEDS  
2015 MAY 13 AM 10:59

GRANTOR:

Theodore N. Mitchell

Theodore N. Mitchell

Kathy Mitchell

Kathy Mitchell, his wife

Gregory Mitchell

Gregory Mitchell

Athina Mitchell

Athina Mitchell, his wife

Mark Mitchell

Mark Mitchell

Martha Mitchell

Martha Mitchell, his wife

STATE OF MICHIGAN

COUNTY OF OAKLAND

ss.

The foregoing instrument was acknowledged before me in OAKLAND County, Michigan, this 16 day of June, 2010, by Theodore N. Mitchell and Kathy Mitchell, his wife.

Sandra J. Melki

Print name: Sandra J. Melki

Notary Public

State of Michigan, County of \_\_\_\_\_

My commission expires \_\_\_\_\_

Acting in the County of \_\_\_\_\_

Sandra J Melki
Notary Public of Michigan
Oakland County
Expires 05/13/2013
Acting in the County of <u>OAKLAND</u>

Warranty Deed

STATE OF MICHIGAN )  
COUNTY OF Oakland ) ss.

The foregoing instrument was acknowledged before me in Oakland County, Michigan, this 6<sup>th</sup> day of June, 2010, by Gregory Mitchell and Athina Mitchell, his wife.

Sandra J. Meeki  
Print name: Sandra J. Meeki  
Notary Public

State of Michigan, County of \_\_\_\_\_  
My commission expires \_\_\_\_\_  
Acting in the County of \_\_\_\_\_

Sandra J Meeki Notary Public of Michigan Oakland County Expires 05/13/2013 Acting in the County of <u>OAKland</u>
---

STATE OF MICHIGAN )  
COUNTY OF Oakland ) ss.

The foregoing instrument was acknowledged before me in OAKland County, Michigan, this 10<sup>th</sup> day of June, 2010, by Mark Mitchell and Martha Mitchell, his wife.

Sandra J. Meeki  
Print name: Sandra J. Meeki  
Notary Public

State of Michigan, County of \_\_\_\_\_  
My commission expires \_\_\_\_\_  
Acting in the County of \_\_\_\_\_

Sandra J Meeki Notary Public of Michigan Oakland County Expires 05/13/2013 Acting in the County of <u>OAKland</u>
---

Drafted by and when recorded return to:  
Howard N. Luckoff, Esq.  
Honigman Miller Schwartz and Cohn LLP  
2290 First National Building  
660 Woodward Avenue  
Detroit, MI 48226

Send subsequent tax bills to: Grantee

Recording Fee: \$ \_\_\_\_\_

Transfer Tax: See Real Estate Transfer Tax Valuation Affidavit

Warranty Deed

EXHIBIT A

LEGAL DESCRIPTION

Land situated in the City of Birmingham, Oakland County, Michigan, more particularly described as:

Lot 3 of "Bowers Addition", according to the plat thereof recorded in Liber 8 of Plats, Page 26, Oakland County Records, except that part taken for highway; also together with:

All of Lots 4 and 5 of "Bowers Addition", according to the plat thereof recorded in Liber 8 of Plats, Page 26, Oakland County Records; also together with

Lot 6 of "Bowers Addition", according to the plat thereof recorded in Liber 8 of Plats, Page 26, Oakland County Records, except the Easterly part, beginning at the Northeast Lot corner; thence West 1.35 feet along the Lot line; thence Southerly 65.50 feet parallel to the East Lot line; thence South 52.89 feet to the Southeast Lot corner; thence Northerly along said Lot line to the beginning.

Sidwell #: 19-36-281-022  
Commonly Known As: 835 and 845 Haynes Street

EXHIBIT B

EXCEPTIONS

1. Taxes and assessments for the year 2010 and thereafter which constitute a lien on the Property but are not yet due and payable.
2. Highway Easement recorded in Liber 53, Page 355 of Miscellaneous Records, Oakland County Records, Michigan.

OAKLAND.1841170.1



OAKLAND COUNTY TREASURERS CERTIFICATE  
I HEREBY CERTIFY that there are no TAX LIENS or TITLES  
held by the state or any individual against the within description  
and all TAXES on same are paid for five years previous to the  
date of this instrument as appears by the records in the office  
except as stated.

JUN 06 2014

ANDREW E. MEISNER, County Treasurer  
Sec. 135, Act 206, 1893 as amended

1.00

00-1862

LIBER 47102 PAGE 586  
\$19.00 DEED - COMBINED  
\$4.00 REMONUMENTATION

06/06/2014 03:17:34 PM RECEIPT# 53438  
PAID RECORDED - Oakland County, MI  
Lisa Brown, Clerk/Register of Deeds

## COVENANT DEED

Agim Bardha and Sheriban Bardha, husband and wife (collectively, "Grantor"), whose address is 550 Bates, Birmingham, Michigan 48009, hereby sells, conveys, grants and bargains to Lavery Michigan Dealership Properties No. 1, LLC, a Michigan limited liability company ("Grantee"), whose address is 440 Lake Park Drive, Birmingham, Michigan 48009, the premises situated in the City of Birmingham, Oakland County, Michigan, more specifically described as:

See Exhibit A hereto

for the sum set forth on the Real Estate Transfer Tax Valuation Affidavit filed herewith.

Grantor, for itself, its successors and assigns, covenants, grants, bargains, and agrees to and with Grantee, its successors and assigns, that, subject to the exceptions set forth on Exhibit B hereto, Grantor has not done, committed or knowingly suffered to be done or committed any act, matter, or thing whatsoever, whereby the premises hereby granted, or any part thereof, is, or shall or may be, charged or encumbered in title, estate or otherwise.

If the land being conveyed is unplatted, the following is deemed to be included:

Grantor grants to Grantee the right to make all division(s) under Section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967, as amended.

This property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act.

[SIGNATURES ON NEXT PAGE]

OK = LG

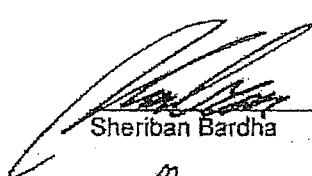
REVENUE TO BE AFFIXED  
AFTER RECORDING


Covenant Deed  
Page 1 of 2

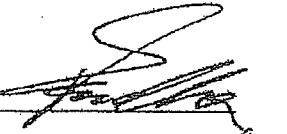
RECEIVED  
OAKLAND COUNTY  
REGISTER OF DEEDS  
2014 JUN -6 PM 3:17

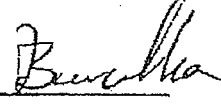
**SIGNATURE PAGE TO COVENANT DEED FROM  
SHERIBAN AND AGIM BARDHA TO LAVERY MICHIGAN DEALERSHIP  
PROPERTIES NO. 1, LLC**

**GRANTOR:**

  
\_\_\_\_\_  
Sheriban Bardha

  
\_\_\_\_\_  
Agim Bardha

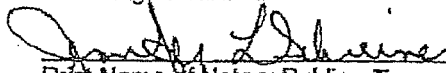
  
\_\_\_\_\_  
Agim Bardha

  
\_\_\_\_\_  
Agim Bardha

Dated as of June 2, 2014

STATE OF MICHIGAN     )  
                                  ) SS.  
COUNTY OF OAKLAND    )

This instrument was acknowledged before me in Oakland County, Michigan, on the 2nd of June, 2014, by Sheriban Bardha and Agim Bardha.

  
\_\_\_\_\_  
Print Name of Notary Public: Jennifer L. Schreiner  
Notary Public, State of Michigan, County of Oakland  
My commission expires: 4/14/20  
Acting in the County of Oakland

**Drafted by and when recorded return to:**

Sarah Baumgartner, Esq.  
Honigman Miller Schwartz and Cohn LLP  
660 Woodward Avenue  
2290 First National Building  
Detroit, MI 48226-3506

**When Recorded Return to:**

Title Source, Inc. -  
Commercial Team  
662 Woodward Avenue  
Detroit, MI 48226  
TSI#: 58767941

Send subsequent tax bills to: Grantee

Recording Fee: \$ \_\_\_\_\_

Transfer Tax: See Real Estate Transfer Tax Valuation Affidavit

Covenant Deed  
Page 2 of 2

EXHIBIT A - LEGAL DESCRIPTION

Tax ID Number(s): 19-36-281-030

Land Situated in the City of Birmingham in the County of Oakland in the State of MI

Town 2 North, Range 10 East, Section 36, BOWERS ADDITION SUBDIVISION, as recorded in Liber 8, Page 26 of Plats, Oakland County Records. Easterly part of Lot 6 beginning at Northeast lot corner, thence Westerly 1.35 feet along North lot line, thence South 01 degrees 00 minutes 00 seconds West 65.50 feet parallel to East lot line, thence Southeasterly 52.89 feet to Southeast lot corner, thence Northerly 118.42 feet along East lot line to beginning, also all of Lots 7, 8 and 9, also Westerly part of Lot 10 measures 10.14 feet along North lot line and 10.58 feet along South lot line.

Client Reference: 907 & 911 Haynes St., Birmingham, MI 48009

EXHIBIT B

EXCEPTIONS

1. Lease dated June 3, 2010 between Sheriban and Agim Bardha and Spa Mariana, LLC, successor in interest to Corpo Chair Massage, LLC.

CERTIFICATE OF SURVEY  
ORIGINAL PARCEL CONFIGURATION

LEGAL DESCRIPTION  
(Per Survey Oakland)

19-36-281-030  
T2N, R10E, SEC 36 BOWERS ADD ELY PART OF LOT 6 BEG AT NE LOT COR, TH WLY 1.35 FT ALG N LOT LINE, TH S 01-00-00 W 65.50 FT PARA TO E LOT LINE, TH SELY 52.89 FT TO SE LOT COR, TH NLY 118.42 FT ALG E LOT LINE TO BEG, ALSO ALL OF LOTS 7, 8 & 9, ALSO WLY PART OF LOT 10 MEAS 10.14 FT ALG N LOT LINE & 10.58 FT ALG S LOT LINE

LEGAL DESCRIPTION  
(Per Survey Oakland)

19-36-281-022  
T2N, R10E, SEC 36 BOWERS ADD LOT 3 EXC THAT PART TAKEN FOR HWY, ALL OF LOTS 4 & 5, ALSO LOT 6 EXC ELY PART BEG AT NE LOT COR, TH W 1.35 FT ALG N LOT LINE, TH SLY 65.50 FT PARA TO E LOT LINE, TH SELY 52.89 FT TO SE LOT COR, TH NLY ALG LOT LINE TO BEG



PEA, Inc.

2430 Rochester Ct, Ste 100  
Troy, MI 48063-1872  
t: 248.689.9090  
f: 248.689.1044  
www.peainc.com

CLIENT:  
Lavery Michigan Dealership Properties No. 1, LLC  
909 HAYNES STREET  
BIRMINGHAM, MICHIGAN 48009

SCALE: —

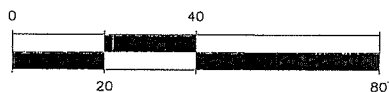
JOB No: 2019-344

DATE: 9/18/19

DWG. No: 1 of 4

## LEGEND

- 8" BRICK WALL



S:\PROJECTS\2019\2019-344 LAVERY-BARDHA PARCEL CONSOLIDATION\SURVEY-DEPT\19344BND\DWG\19-344 Parcel consolidation.dwg; RAT

CERTIFICATE OF SURVEY  
PROPOSED PARCEL CONSOLIDATION

LEGAL DESCRIPTION

(Per PEA Inc.)

Combined Parcel

Land situated in the City of Birmingham, County of Oakland, State of Michigan  
Described as follows:

A parcel of land lying in "Bowers Addition" being a part of Section 36, Town 2 North, Range 10 East, including all of lots 3, 4, 5, 6, 7, 8, 9, and the westerly 10.14 feet along the northerly line of Lot 10 and the westerly 10.58 feet along the southerly line of Lot 10, excluding a portion taken for Right-of-Way purposes, as described in Liber 53 Miscellanies Records, Page 355,, more particularly described as;

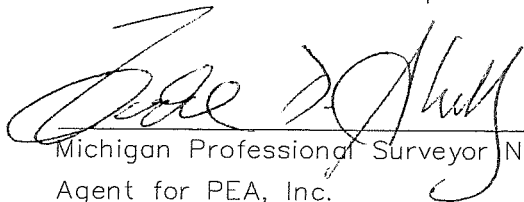
Commencing at the southwest corner of Lot 3, thence N81°00'00"E, 10.79 feet along the south line of said Lot 3 to the Point of Beginning;  
thence N24°19'26"W, 25.43 feet;  
thence N00°25'32"E, 109.22 feet along the West Line of said Lot 3 and the East Line of Elm Street;  
thence N85°26'34"E, 360.70 feet along the North Line of Lots 3-10 of said Bower's Addition;  
thence S00°31'00"W, 105.79 feet;  
thence S81°00'00"W, 353.29 feet along the South Line of said Lots 3-10 and the North Line of Haynes Street to the Point of Beginning.  
Containing 0.99 Acres more or less.

Basis of bearing the south line of Bowers Addition Plat Liber 8 Page 26

CERTIFICATION

I, Todd D. Shelly, being a Licensed Professional Surveyor, hereby certify, that I have surveyed and mapped the parcel(s) heron described and that the relative positional precision of each corner is within the limits accepted by the practice of professional surveying and that all the requirements of P.A. 132 of 1970, as amended, have been complied with.

DATE

  
Michigan Professional Surveyor No. 41111  
Agent for PEA, Inc.

9-19-19



PEA, Inc.

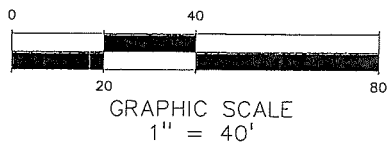
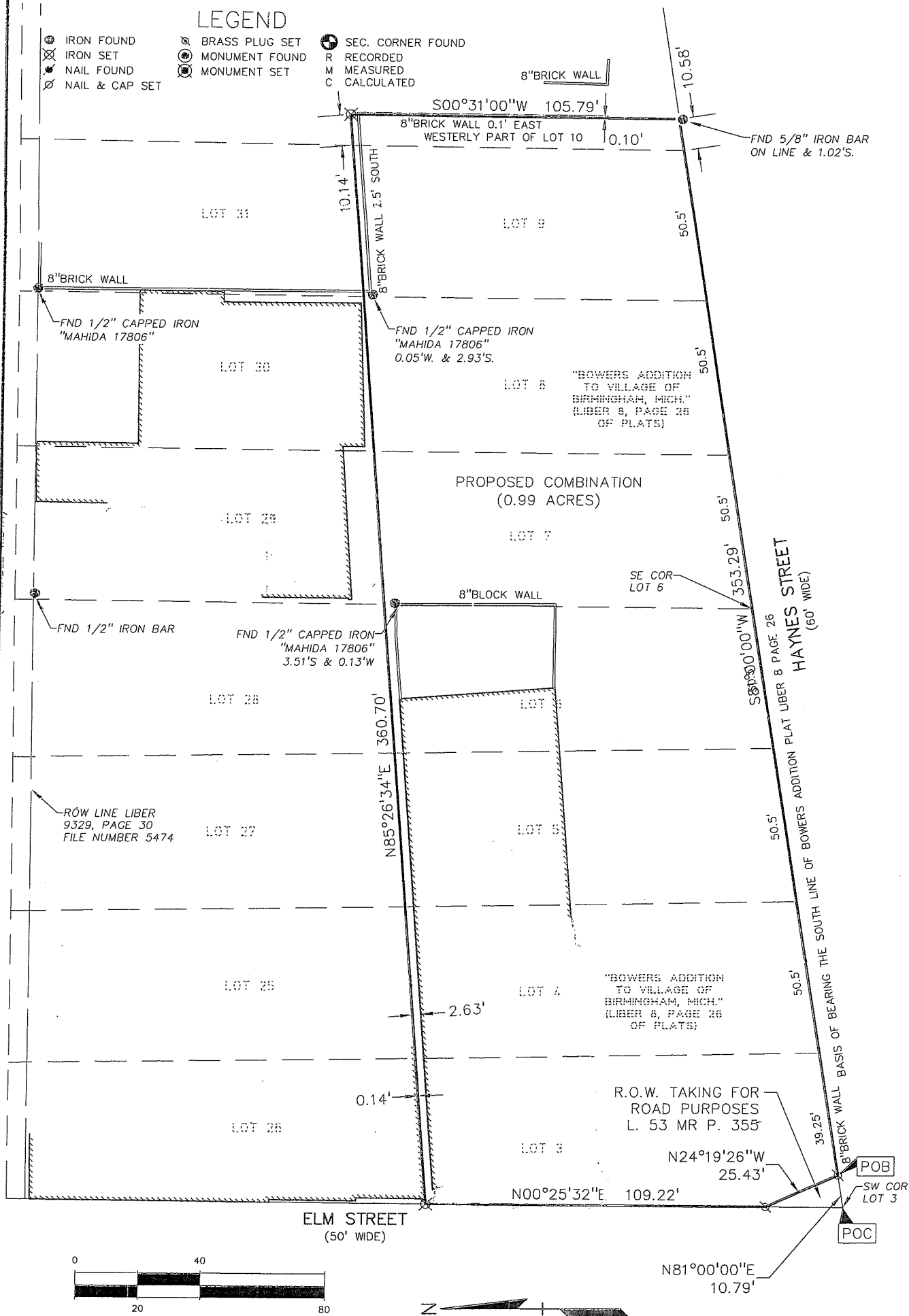
2430 Rochester Ct, Ste 100  
Troy, MI 48063-1872  
t: 248.689.9090  
f: 248.689.1044  
www.peainc.com

CLIENT: Lavery Michigan Dealership Properties No. 1, 909 HAYNES STREET BIRMINGHAM, MICHIGAN 48009	SCALE: LC —	JOB No: 2019-344
	DATE: 9/18/19	DWG. No: 3 of 4

CERTIFICATE OF SURVEY  
PROPOSED PARCEL CONSOLIDATION

LEGEND

- IRON FOUND  
IRON SET  
NAIL FOUND  
NAIL & CAP SET  
BRASS PLUG SET  
MONUMENT FOUND  
MONUMENT SET  
SEC. CORNER FOUND  
R RECORDED  
M MEASURED  
C CALCULATED



CLIENT: Lavery Michigan Dealership Properties No. 1, LLC 909 HAYNES STREET BIRMINGHAM, MICHIGAN 48009	SCALE: 1" = 40'	JOB No: 2019-344	PEA, Inc. 2430 Rochester Ct, Ste 100 Troy, MI 48063-1872 t: 248.689.9090 f: 248.689.1044 www.peainc.com
	DATE: 9/18/19	DWG. No: 4 of 4	

S:\PROJECTS\2019\2019-344 LAVERY-BARDHA PARCEL CONSOLIDATION\SURVEY-DEPT\19344BND\DWG\19-344 Parcel consolidation.dwg; RAT



land situate in the City of Birmingham, County of Oakland, State of Michigan Described as follows:



---

**CITY OF BIRMINGHAM  
REGULAR MEETING OF THE PLANNING BOARD  
WEDNESDAY, SEPTEMBER 22, 2010**

Commission Chamber, City Hall  
151 Martin Street, Birmingham, Michigan

---

Minutes of the regular meeting of the City of Birmingham Planning Board held September 22, 2010. Chairman Robin Boyle convened the meeting at 7:30 p.m.

**Present:** Chairman Robin Boyle; Board Members Scott Clein, Bert Koseck, Gillian Lazar (arrived at 7:53 p.m.), Janelle Whipple-Boyce, Bryan Williams; Student Representative Aaron Walden

**Absent:** Board Member Carroll DeWeese

**Administration:** Matthew Baka, Planning Intern  
Jana Ecker, Planning Director  
Carole Salutes, Recording Secretary

**09-170-10**

**SPECIAL LAND USE PERMIT ("SLUP") REVIEW**

**835 Haynes St., Porsche Showroom and Sales**

**Request approval of a SLUP to allow an automobile sales agency in an existing building**

**FINAL SITE PLAN REVIEW**

**835 Haynes St., Porsche Showroom and Sales**

**Request approval of a SLUP to allow an automobile sales agency in an existing building**

Mr. Baka explained the subject site is located on the east side of Woodward Ave., on the northeast corner of Haynes and Elm. The parcel is zoned B-2 Business-Residential and MU-7 in the Triangle Overlay District. The applicant, Fred Lavery Company, is seeking approval of an auto sales agency and showroom. The Birmingham Zoning Ordinance requires that the applicant obtain a SLUP and approval from the City Commission to operate an auto sales agency and showroom in the MU-7 District.

***Accordingly, the applicant will be required to obtain a recommendation from the Planning Board on the Final Site Plan and SLUP, and then obtain approval from the City Commission for the Final Site Plan and SLUP.***

Mr. Baka explained that the applicant is planning minimal changes to the actual site. They are basically looking at some improvements to the screening, lighting and also landscaping. The parking lot is over 7,500 sq. ft., which would kick in the 5 percent landscaping rule. However, because this area is identified as one of the gateways to the Triangle District, the Planning Division thought it would be more beneficial to pedestrians to locate the landscaping at the west end of the site on the outside of the screenwall.

The materials board was passed around for viewing.

The applicant proposes to install two name letter signs and one two-sided ground sign. The total linear building frontage is 165 ft. This permits 165 sq. ft. of sign area per the requirement of Article 1.0, section 104 (B) of the Birmingham Sign Ordinance, Combined Sign Area. The total area of all signs will be 128.59 sq. ft. which meets this requirement.

The proposed Porsche and Fred Lavery sign letters will be constructed of silver finished fabricated aluminum. The proposed Porsche ground sign will be a fabricated aluminum cabinet with an internal aluminum frame.

The Porsche name letter sign will be internally lit with 15mm red neon lamps. The Fred Lavery name letter sign will be halo backlit with 15mm white neon tubes. The Porsche ground sign is proposed to be internally backlit with fluorescent tubes.

Mr. Robert Ziegelman, Luckenbach Ziegelman Architects, PLLC, was present with Messrs. Lavery and Lavery; Mr. Pat Taylor from his office; along with Mr. Mark Daringowski, representing Porsche Cars North America. Mr. Ziegelman indicated they are not touching the footprint of the building. Mr. Koseck observed that floor plans would help to understand why the entry points are where they are.

Ms. Lazar arrived at this time.

Ms. Whipple-Boyce received clarification that the applicant is proposing roughly 700 sq. ft. of landscaping in the parking lot. 600 sq. ft. is required. Moving the screenwall to the inside of the landscaping would take the requirement down significantly.

Chairman Boyle suggested a Porsche display in the parking lot would be astonishingly attractive.

Mr. Fred Lavery, the owner and operator of the Porsche dealership, said they did not consider a car display because it wouldn't be seen as a result of the screenwall requirement.

Mr. Williams was not in favor of the display because it is not easy to negotiate out onto Woodward Ave. from Haynes and the display might be a distraction.

Mr. Koseck noted the existing aisles in the parking lot are 24 ft. wide and they exceed the required width by 4 ft. He thought the width could be reduced and that would allow additional room for landscaping. Further, he expected the main entrance to the building would be at the southwest corner so a pedestrian would not be forced to walk through the parking lot to enter. Mr. Lavery explained there are two pedestrian entrances. The second pedestrian entrance is also used for vehicles. He noted they adhere to the Porsche standards which they have no control over. The entire inside of the showroom is oriented towards the main entrance. Mr. Koseck then pointed out that the upper left hand section shows a thin wall that extends up, as opposed to wrapping around. The elevation that faces to the north is even thinner yet and they both look as though they were glued onto the building.

Ms. Lazar thought perhaps Porsche could offer the applicant some latitude given the fact that they are rehabbing the building.

Mr. Lavery went on to state that parking is an important part of their operation. His experience has been that the parking standards are minimal for a car dealership. They have always utilized other parking spaces in addition to those that have been required on-site.

Mr. Daringowski explained the Porsche concept of a jewel box with all of the Porsches illuminated inside that box. Their flexibility for change is minimal, but they will work with the comments that have been made tonight.

The chairman took the discussion to members of the public at 8:25 p.m.

Mr. James Ellsman, owner of the building immediately to the north, expressed his concern that this building offers no consistency with the concept of the Triangle District. At the entrance point to the Triangle District only a one-story renovated building is being considered. He asked about the longevity of the project.

Mr. Ted Mitchell, the owner of the building, verified that the term of the lease is five years.

Mr. Williams noted this is an area of at times very high traffic congestion and people driving too fast. So he is not troubled by moving access to the building away from Elm, far away from the intersection, He doesn't think that many people will actually walk to the Porsche car dealership.

Mr. Clein was not in favor of giving up on the pedestrian. Rather, implementing the streetscape improvement standards in conjunction with moving the screenwalls should be considered.

Ms. Whipple-Boyce thought that Mr. Koseck's proposal makes a lot of sense; but that said, the main entrance is further east where the interior of the building is oriented. She thinks Mr. Lavery made it clear that rather than turning the three extra parking spots that

aren't required into landscaping, he needs the parking. However, she agrees that the screenwall should be moved to the interior of the parking lot so that the pedestrian side gets all of the greenery. Landscaping might look better than benches along the sidewalk.

Chairman Boyle said he is glad to see that the applicant is coming in to improve this property. A little trees and grass doesn't really help the attractiveness of this particular piece of property. Benches are to be encouraged. This dealership should be vibrant, colorful, lit at night, and have a red, shiny Porsche on display.

Mr. Williams thought the reality is that a five-story building is not going to be built on that site right now. This proposal is a significant improvement over what exists.

**Motion by Mr. Williams**

**Seconded by Mr. Clein that the Planning Board recommends approval of the applicant's request for Final Site Plan and a SLUP to permit an auto sales agency and showroom at 834 Haynes with the following conditions:**

- 1) The applicant adds a canopy tree to each of the two landscaped areas;**
- 2) The applicant moves the west facing screenwalls to expose the landscaped areas to the street; and**
- 3) The applicant install tree grates around street trees and implement sidewalk standards along Haynes and Elm.**

Mr. Koseck reiterated that the extended fascia doesn't return on itself and he thinks it will look weird from two vantage points. Mr. Lavery indicated they will certainly suggest that to Porsche. He thinks the return on Elm St. is more critical than the return on Haynes because the building to the east screens that side of the façade. Mr. Daringowski is sitting in the audience and will ultimately be involved in that decision. Mr. Williams was not inclined to make the return on the parapets a condition of his motion.

Mr. Koseck said he will not approve the motion because there are subtle things that can be done that would make huge improvements to the plan.

Ms. Whipple-Boyce expressed her feeling that it is important for the parapets to become part of the motion because as proposed they are unlikely to be attractive to the community. She cannot support the motion without that addition.

The chairman opened discussion to the audience at 9 p.m.

Ms. Dorothy Conrad, 2252 Yorkshire, said that as a resident of the City of Birmingham she hopes that the motion will include the suggestions that have been discussed in great detail tonight. Shame on the board if it doesn't.

**Motion failed, 3-3.**

**VOICE VOTE**

Yeas: Williams, Clein, Boyle

Nays: Koseck, Lazar, Whipple-Boyce

Absent: DeWeese

**Motion by Ms. Whipple-Boyce**

**Seconded by Ms. Lazar based on review of the site plan submitted the Planning Board recommends approval of the applicant's request for Final Site Plan and SLUP to permit an auto sales agency at 835 Haynes with the following conditions:**

- 1) The applicant adds a canopy tree to each of the two landscaped areas;**
- 2) The applicant moves the west facing screenwalls to expose the landscaped areas to the street;**
- 3) Install tree grates around street trees and implement sidewalk standards along Haynes and Elm; and**
- 4) Create returns on the parapet wall on both Haynes and Elm to disguise the bracing.**

Mr. Williams indicated he would vote in favor of the motion because he thinks the project needs to move forward. Mr. Koseck did not see the urgency. He was uncomfortable because the board has not been provided with readings or a floor plan.

There were no final comments from members of the public at 9:05 p.m.

Mr. Ziegelman said they would be more than happy to discuss improvements with staff.

**Motion carried, 5-1.**

**VOICE VOTE**

Yeas: Whipple-Boyce, Lazar, Boyle, Clein, Williams

Nays: Koseck

Absent: DeWeese

# **BIRMINGHAM CITY COMMISSION MINUTES**

## **NOVEMBER 8, 2010**

### **MUNICIPAL BUILDING, 151 MARTIN**

### **7:30 P.M.**

#### **I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE**

Rackeline J. Hoff, Mayor called the meeting to order at 7:30 PM.

#### **II. ROLL CALL**

ROLL CALL:	Present,	Mayor Hoff Commissioner Dilgard Commissioner McDaniel Commissioner Moore Commissioner Nickita Mayor Pro Tem Rinschler Commissioner Sherman
	Absent,	None

Administration: Manager Markus, Attorney Currier, Clerk Broski, Assistant Manager Valentine, Planning Director Ecker, Planner Baka, City Engineer O'Meara, Assistant City Engineer Cousino, Finance Director Ostin, Building Official Johnson, Fire Chief Metz, Fire Marshall Monti, PSD Director Heiney, Assistant to the Manager Wuerth

#### **III. PROCLAMATIONS, CONGRATULATORY RESOLUTIONS, AWARDS, APPOINTMENTS, RESIGNATIONS AND CONFIRMATIONS, ADMINISTRATION OF OATHS, INTRODUCTION OF GUESTS AND ANNOUNCEMENTS.**

##### **11-269-10 ORGANIZATION OF THE CITY COMMISSION**

**MOTION:** Motion by Rinschler:

To nominate Rackeline Hoff as Temporary Chair of City Commission for purposes of conducting the Mayor and Mayor Pro Tem election.

**VOTE:** Yeas, 7  
Absent, None

**MOTION:** Motion by McDaniel:

To nominate Commissioner Rinschler as Mayor.

**VOTE:** Yeas, 7  
Absent, None

**MOTION:** Motion by Moore:

To nominate Commissioner Nickita as Mayor Pro Tem.

**VOTE:** Yeas, 7  
Absent, None

- 7) The applicant submit revised plans with all of these changes to the Planning Dept. prior to going to the City Commission so the Commission would see the revisions when they consider this issue; and
- 8) All work must be completed in concurrence with the installation of the TV screens, to be completed by June 1, 2011.

WHEREAS, The applicant has agreed to comply with all conditions for approval as recommended by the Planning Board on September 22, 2010;

WHEREAS, The Birmingham City Commission has reviewed the Speedway SuperAmerica LLC Special Land Use Permit Amendment application as well as the standards for such review as set forth in Article 7, section 7.34 of Chapter 126, Zoning of the City Code,

NOW, THEREFORE, BE IT RESOLVED, The Birmingham City Commission finds the standards imposed under the City Code have been met, subject to the conditions below and the Speedway SuperAmerica LLC application for a Special Land Use Permit Amendment is hereby approved, subject to the attached site plan, and subject to the following conditions:

- 1) Repair the cap on the dumpster enclosure walls and repair the dumpster gate;
- 2) Repair the existing screenwalls on the site;
- 3) Improvement of the existing landscape areas on Woodward Ave. to include the installation of several large canopy trees in each bed along with smaller shrubs and perennials;
- 4) Repair damaged portions of the existing sidewalk and approach off of Chestnut;
- 5) Installation of a shield on the wall pack fixture located on the rear of the building and repair of the existing parking lot light fixtures;
- 6) Repair all items on the list that Speedway provided and previously had agreed to repair;
- 7) The applicant submit revised plans with all of these changes to the Planning Dept. prior to going to the City Commission so the Commission would see the revisions when they consider this issue; and
- 8) All work must be completed in concurrence with the installation of the TV screens, to be completed by June 1, 2011.

BE IT FURTHER RESOLVED, That failure to comply with any of the above conditions shall result in termination of the Special Land Use Permit.

BE IT FURTHER RESOLVED, Except as herein specifically provided, the Speedway SuperAmerica LLC Company and its heirs, successors and assigns shall be bound by all ordinances of the City of Birmingham in effect at the time of the issuance of this permit, and as they may be subsequently amended. Failure of Speedway SuperAmerica LLC Company to comply with all the ordinances of the City, may result in the Commission revoking this Special Land Use Permit.

VOTE:           Yeas, 7  
                  Nays, None  
                  Absent, None

## **11-274-10                   PUBLIC HEARING TO CONSIDER SPECIAL LAND USE PERMIT                                   835 HAYNES**

Mayor Rinschler opened the Public Hearing to consider approval of a Special Land Use Permit application for 835 Haynes to allow the operation of an auto sales agency and showroom 8:34 PM.

In response to a question from Mayor Pro Tem Nickita, Bob Ziegelman, Luckenbach, Ziegelman Architects, explained there are two entry locations - one from the sidewalk and one from the parking lot. He explained that there are two four-foot doors.

Mayor Pro Tem Nickita explained that this is a gateway site. He stated that the planning division recommended the planning board consider additional enhancements to the corner of



the site at Haynes and Elm. He stated that in the submitted rendering the enhancements are minimally addressed.

Mr. Baka explained there was discussion about enhancing the corner. He stated that it is appropriate to fully implement the streetscape standards.

Mr. Ziegelman confirmed that the owner is willing to comply with the streetscape standards.

Brad Lavery, owner, confirmed for Mayor Rinschler that new and used cars will be parked in the parking lot.

James Ellsman, owner of 635 Elm Street, commented that this is an underperforming site.

Mayor Rinschler closed the public hearing at 9:08 PM.

Discussion ensued regarding the streetscape. Mr. Lavery agreed to do the additional streetscape improvements which are a considerable expense.

**MOTION:** Motion by Nickita, seconded by Hoff:

To approve the request for a Special Land Use Permit at 835 Haynes to allow the operation of an auto sales agency and showroom for Porsche with the following conditions:

- The applicant implements the complete streetscape standards, including exposed aggregate and pedestrian scale lighting.
- In addition to consider the redevelopment of the corner at Haynes and Elm by incorporating enhancements in the adjacent parking space and additionally the entrance at the northwest corner of the parking lot, including the incorporation of parking lot there as well for administrative approval.

WHEREAS, Lavery Porsche has applied for a Special Land Use Permit to operate a Porsche automobile sales agency 835 Haynes,

WHEREAS, The land for which the Special Land Use Permit Amendment is sought is located on the northeast corner of Elm and Haynes,

WHEREAS, The land is zoned B-2 General Business, which permits automobile sales agencies with a Special Land Use Permit,

WHEREAS, Article 7, section 7.34 of Chapter 126, Zoning, requires a Special Land Use Permit Amendment to be considered and acted upon by the Birmingham City Commission, after receiving recommendations on the site plan and design from the Planning Board for the proposed Special Land Use;

WHEREAS, The Planning Board reviewed the proposed Special Land Use Permit request on September 22, 2010 at which time the Planning Board voted to recommend approval of the Final Site Plan and SLUP to the City Commission with the following conditions:

- 1) The applicant adds a canopy tree to each of the two landscaped areas;
- 2) The applicant moves the west facing screenwalls to expose the landscaped areas to the street;
- 3) Install tree grates around street trees and implement sidewalk standards along Haynes and Elm; and
- 4) Create returns on the parapet wall on both Haynes and Elm to disguise the bracing.

WHEREAS, The applicant has agreed to comply with all conditions for approval as recommended by the Planning Board on September 22, 2010;

WHEREAS, The Birmingham City Commission has reviewed the Lavery Porsche Special Land Use Permit Amendment application as well as the standards for such review as set forth in Article 7, section 7.34 of Chapter 126, Zoning of the City Code,

NOW, THEREFORE, BE IT RESOLVED, The Birmingham City Commission finds the standards imposed under the City Code have been met, subject to the conditions below and the Lavery Porsche application for a Special Land Use Permit is hereby approved, subject to the attached site plan, and subject to the following conditions:

- 1) The applicant adds a canopy tree to each of the two landscaped areas;
- 2) The applicant moves the west facing screenwalls to expose the landscaped areas to the street;
- 3) Install tree grates around street trees and implement sidewalk standards along Haynes and Elm; and
- 4) Create returns on the parapet wall on both Haynes and Elm to disguise the bracing.

BE IT FURTHER RESOLVED, That failure to comply with any of the above conditions shall result in termination of the Special Land Use Permit.

BE IT FURTHER RESOLVED, Except as herein specifically provided, Lavery Porsche and its heirs, successors and assigns shall be bound by all ordinances of the City of Birmingham in effect at the time of the issuance of this permit, and as they may be subsequently amended. Failure of Lavery Porsche to comply with all the ordinances of the City may result in the Commission revoking this Special Land Use Permit.

VOTE:           Yeas, 7  
                  Nays, None  
                  Absent, None

**11-275-10                   REQUEST FOR WAIVER  
                                  LOT 229, FOREST HILLS SUBDIVISION**

Mr. Johnson explained that the property owners of Lot 229 in the Forest Hills Subdivision are seeking a waiver from the provisions of Chapter 102 of the city code to allow a home to be built on a substandard sized lot that has been reduced from its original size.

The Commission received a communication from Daniel Share, Barris, Sott, Denn & Driker, PLLC.

Rick Rattner, representing the petitioner, spoke in favor of the request for waiver to build on the lot.

Daniel Share, representing the adjacent property owner, spoke in opposition to the request for waiver.

Commissioner Sherman questioned whether the attorneys and their clients have spoke with each other to resolve this matter. Mr. Share confirmed that there had been discussion. Mr. Share commented that his clients would be fine with having another discussion. Mr. Rattner commented that further discussion would not be helpful as his client wants to build on the lot.

Commissioner McDaniel moved to waive the requirements of Section 102-51 (1) of the Birmingham City Code for Lot 229 of the Forest Hills Subdivision (19-25-257-001), to allow the construction of a home on said lot in compliance with all zoning regulations of Chapter 126 of the City Code except minimum lot area and minimum lot width. With no second, Commissioner McDaniel withdrew his motion.

The following spoke in opposition to the request:  
Dan Roovers, 205 Wimbleton

---

**CITY OF BIRMINGHAM  
REGULAR MEETING OF THE PLANNING BOARD  
WEDNESDAY, APRIL 27, 2016  
City Commission Room  
151 Martin Street, Birmingham, Michigan**

---

Minutes of the regular meeting of the City of Birmingham Planning Board held on April 27, 2016. Chairman Scott Clein convened the meeting at 7:30 p.m.

**Present:** Chairman Scott Clein; Board Members Robin Boyle, Stuart Jeffares, Bert Koseck, Gillian Lazar, Lisa Prasad, Janelle Whipple-Boyce; Student Representative Colin Cusimano

**Absent:** Board Member Bryan Williams; Alternate Board Member Daniel Share

**Administration:** Matthew Baka, Senior Planner  
Brooks Cowan Asst. Planner  
Jana Ecker, Planning Director  
Carole Salutes, Recording Secretary

**04-73-16**

**UNFINISHED BUSINESS**

**Special Land Use Permit ("SLUP") Review**

**Final Site Plan Review**

**835-909 Haynes**

**Fred Lavery Porsche/Audi**

**Request for a SLUP Amendment to allow the temporary expansion of the existing SLUP at 835 Haynes to include 909 Haynes to allow an Audi sales facility for a maximum of one year.** (postponed from March 23, 2016)

Mr. Baka noted the subject site is located on the north side of the street between Woodward Ave. and Elm St. The parcel is zoned B-2 General Business and MU-5 in the Triangle Overlay District. The applicant, Fred Lavery Co., owns the adjacent property to the west, 835 Haynes St., which received a SLUP in 2010 to operate a Porsche car dealership within the B-2 Zone and MU-7 in the Triangle District Overlay.

The applicant is conducting renovations to the existing Audi dealership at 34602 Woodward Ave., and wishes to amend its existing SLUP at 835 Haynes St. to temporarily include 909 Haynes St. while the building on Woodward Ave. is being renovated. The applicant is requesting temporary use of the first floor of 909 Haynes St. for office space and business operations for their Audi car dealership for no more

than 12 months. Along with the dealership, there is an existing beauty spa on the second floor of 909 Haynes St., Spa Mariana.

The Birmingham Zoning Ordinance requires that the applicant obtain a SLUP Amendment and approval from the City Commission to expand the auto sales agency and showroom to temporarily include the property at 909 Haynes St.. Accordingly, the applicant will be required to receive a recommendation from the Planning Board on the Final Site Plan and SLUP Amendment, and then obtain approval from the City Commission for the Final Site Plan and SLUP Amendment.

On March 23, 2016 the Planning Board reviewed the proposal to temporarily expand the SLUP to include 909 Haynes for one year. However, at that time the architect indicated that the property owner would like the expansion to be permanent. The Planning Board and Planning Staff indicated that a permanent expansion would not be considered without the level of details normally provided for a SLUP Amendment. The applicant was postponed until the April 27, 2016 meeting to allow them time to consider how they wished to proceed. The applicant has now indicated that they intend to proceed with the temporary proposal and apply at a later date for a permanent expansion of the SLUP.

The applicant is now proposing to install the five (5) required canopy trees and create three (3) new landscaped areas in the interior of the parking lot. The applicant must provide the dimensions of the landscaped areas to determine if they meet the size requirements mandated by the Zoning Ordinance.

The applicant is not proposing any changes to the existing streetscape. The current streetscape in front of the subject building does not match the Triangle District standard as installed on the Porsche site.

The design for the building on Woodward Ave. has been approved by the Design Review Board and the applicant is getting ready to start the renovations.

#### *Design Review*

No changes to the facade are proposed.

#### *Signage Review*

The 909 Haynes St. building has 40 ft. of street frontage; therefore a total of 40 sq. ft. of signage is allowed, per the City of Birmingham's Sign Ordinance. The applicant has revised their signage proposal to bring the amount of signage down to 40 sq. ft. so that it complies with the regulations of the Sign Ordinance.

Ms. Ecker explained that because there were violations going on with the storage of vehicles, Code Enforcement went out, but enforcement activities have been put on hold until it is determined if the temporary SLUP is feasible.

Mr. Fred Lavery noted they will not display cars in the building; it will only contain offices for the sales staff and sales manager. They will probably park their demonstrators in the spaces that are not required to meet the parking requirement for the building. The Audi building on Woodward Ave. is being renovated to Audi's current corporate image.

Chairman Clein called for public comments at 8:32 p.m.

Mr. James Ellsman business owner at 635 Elm, asked if the approval of an amended SLUP is a guarantee that the Triangle District restrictions against car dealerships is waived. Ms. Ecker clarified the Triangle District doesn't prohibit the use for car sales agencies, but it only allows it with the strict control and regulation of a SLUP because of the potential impact on the neighborhood. In this case the car dealership is only requesting approval for a period of one year.

Mr. Koseck commented that this is not his vision for the Triangle District. By granting this request it takes the property out of contention for other developments over the next 12 months. After the temporary SLUP amendment has expired he will not support this because the property has a higher and better use. Mr. Lavery responded that a seven story building cannot be constructed on this property without public parking. Only when public parking becomes available will there be a higher and better use for this property. Therefore, the proposed use bridges the gap so he doesn't have a \$7 or \$8 million investment that produces no visible revenue stream until public parking gets approved and constructed.

**Motion by Ms. Whipple-Boyce**

**Seconded by Mr. Boyle that based on a review of the site plans submitted, the Planning Board recommends approval of the applicant's request for Final Site Plan and a SLUP Amendment to the City Commission to allow the temporary expansion of the auto sales agency and showroom for up to one (1) year at 835 Haynes to include 909 Haynes with the following condition:**

- **Applicant provides the dimensions of the parking lot landscaping islands to verify that they comply with the requirements of the Zoning Ordinance.**

There were no comments on the motion from members of the audience at 8:40 p.m.

**Motion carried, 7-0.**

**ROLLCALL VOTE**

Yeas: Whipple-Boyce, Boyle, Clein, Jeffares, Koseck, Lazar, Prasad

Nays: None

Absent: Williams

**BIRMINGHAM CITY COMMISSION MINUTES**  
**JUNE 27, 2016**  
**MUNICIPAL BUILDING, 151 MARTIN**  
**7:30 P.M.**

**I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE**

Rackeline J. Hoff, Mayor, called the meeting to order at 7:33 PM.

**II. ROLL CALL**

ROLL CALL:	Present,	Mayor Hoff
		Commissioner Bordman
		Commissioner Boutros
		Commissioner DeWeese
		Commissioner Harris
		Mayor Pro Tem Nickita
		Commissioner Sherman
	Absent,	None

Administration: City Manager Valentine, City Attorney Currier, Clerk Pierce, City Planner Ecker, City Engineer O'Meara, Finance Director Gerber, Deputy Treasurer Klobucar, DPS Director Wood, Police Chief Clemence

**06-200-16**

**PUBLIC HEARING TO CONSIDER  
TEMPORARY SPECIAL LAND USE PERMIT  
835 & 909 HAYNES, LAVERY PORSCHE**

Mayor Hoff opened the Public Hearing at 10:37 PM to consider the Revised Final Site Plan and Temporary Special Land Use Permit Amendment – 835 & 909 Haynes, Lavery Porsche.

City Planner Ecker explained that renovations are being done to the Audi building. The applicant would like to use 909 Haynes temporarily for the sales office. She noted that the request is to use the building for a period of twelve months. She noted that the Planning Board had a few comments regarding landscape and screening in the parking area. She noted that twenty-four parking spaces are required by ordinance and there are thirty-six dedicated parking spaces for this site. She pointed out that vehicles for sale or lease are not allowed to be stored within the twenty-four spaces required for the building.

Fred Lavery, applicant, explained that the sales staff and managers will have to be relocated due to the renovation to the Audi building. He noted that the twenty-four parking spaces are for the occupants of the building. The difference between the twenty-four required spaces and thirty-six spaces will be used for the storage of cars.

A resident at 635 Elm Street expressed his support of the request, but only for one year.

The Mayor closed the Public Hearing at 10:54 PM.

**MOTION:** Motion by Nickita, seconded by Bordman:

To approve the Revised Final Site Plan and Temporary Special Land Use Permit Amendment of one year for 835 & 909 Haynes – Lavery Porsche with the condition that applicant provides the dimensions of the parking lot landscaping islands to verify that they comply with the requirements of the Zoning Ordinance.

WHEREAS, Lavery Porsche has applied for a Temporary Special Land Use Permit Amendment of one year to operate an Audi automobile sales agency on the first floor of the building located at 909 Haynes,

WHEREAS, The land for which the Temporary Special Land Use Permit Amendment is sought is located on the north side Haynes east of Elm,

WHEREAS, The land is zoned MU-5, Mixed Use 5, which permits automobile sales agencies with a Special Land Use Permit,

WHEREAS, Article 7, section 7.34 of Chapter 126, Zoning, requires a Special Land Use Permit Amendment to be considered and acted upon by the Birmingham City Commission, after receiving recommendations on the site plan and design from the Planning Board for the proposed Special Land Use;

WHEREAS, The Planning Board reviewed the proposed Temporary Special Land Use Permit Amendment request on April 27, 2016 at which time the Planning Board voted to recommend approval of the Final Site Plan and SLUP to the City Commission with the following condition:

1) Applicant provides the dimensions of the parking lot landscaping islands to verify that they comply with the requirements of the Zoning Ordinance.

WHEREAS, The applicant has agreed to comply with all conditions for approval as recommended by the Planning Board on April 27, 2016;

WHEREAS, The Birmingham City Commission has reviewed the Lavery Porsche Temporary Special Land Use Permit Amendment application as well as the standards for such review as set forth in Article 7, section 7.34 of Chapter 126, Zoning of the City Code,

NOW, THEREFORE, BE IT RESOLVED, The Birmingham City Commission finds the standards imposed under the City Code have been met, subject to the conditions below and the Lavery Porsche application for a Temporary Special Land Use Permit amendment is hereby approved for one year from the date of approval, subject to the attached site plan, and subject to the following conditions:

1) Applicant provides the dimensions of the parking lot landscaping islands to verify that they comply with the requirements of the Zoning Ordinance.

BE IT FURTHER RESOLVED, That failure to comply with any of the above conditions shall result in termination of the Special Land Use Permit.

BE IT FURTHER RESOLVED, Except as herein specifically provided, Lavery Porsche and its heirs, successors and assigns shall be bound by all ordinances of the City of Birmingham in effect at the time of the issuance of this permit, and as they may be subsequently amended. Failure of Lavery Porsche to comply with all the ordinances of the City may result in the Commission revoking this Special Land Use Permit.

VOTE: Yeas, 7  
Nays, None  
Absent, None



**CITY OF BIRMINGHAM  
REGULAR MEETING OF THE PLANNING BOARD  
WEDNESDAY, JANUARY 22, 2020**

City Commission Room  
151 Martin Street, Birmingham, Michigan

Minutes of the regular meeting of the City of Birmingham Planning Board held on January 22, 2020. Chairman Scott Clein convened the meeting at 7:30 p.m.

**A. ROLL CALL**

**Present:** Chairman Scott Clein; Board Members Bert Koseck, Daniel Share, Janelle Whipple-Boyce, Bryan Williams; Alternate Board Members Jason Emerine, Nasseem Ramin

**Absent:** Board Member Robin Boyle, Stuart Jeffares

**Administration:** Jana Ecker, Planning Director  
Brooks Cowan, City Planner  
Nicholas Dupuis, City Planner  
Laura Eichenhorn, Transcriptionist

**01-13-20**

**F. Special Land Use Permit Reviews**

**1. 34350 Woodward (previously 835 Haynes, Fred Lavery Porsche) & 907 - 911 Haynes (former Barda Salon Building) -** Amendment of Special Land Use Permit at 34350 Woodward to include the property at 907-911 Haynes to allow demolition of the existing Barda Salon Building and construction of a surface parking lot on 907 – 911 Haynes to provide additional parking for the Porsche dealership at 34350 Woodward

City Planner Cowan, Fred Lavery, owner, John Gardner, architect, and Rick Rattner, attorney, reviewed the item for the Board.

Chairman Clein asked Mr. Rattner:

- How the Board could support approval of this proposal when it does not seem to support the purpose of the Triangle District as required by ordinance; and,
- Whether the Board's approval of the proposal would amount to the expansion of a legal non-conforming use, which the Board is not permitted to do.

Mr. Rattner said the proposal supports the Triangle District plans because the surface lot would function as a placeholder for the eventual Worth Street realignment. He said it would not be expanding a legal non-conformity because the lot combination would be allowed under a SLUP as an auxiliary use.

Mr. Share noted that the combined lot could require a variance since the parking lot frontage would be greater than ordinance allows.

After Board discussion, Planning Director Ecker received confirmation from the Board that they were requesting clarification from the Building Official and City Attorney regarding whether the Board has authority to consider granting the requests put forth by the applicant, what impediments exist to granting the requests, and what the remedies to the impediments could be. She said the remedies could include a variance if the City chose to allow more than 25% of the frontage to be parking, an expansion of an existing non-conformity because the lots will be combined, or some other factor in a lot combination that could affect the result.

**Motion by Mr. Share**

**Seconded by Mr. Koseck to postpone consideration of the SLUP amendment for 34350 pending a response from the City Attorney and/or Building Official regarding whether the Board has authority to consider granting these requests, what impediments exist to granting the requests, and what the remedies to the impediments could be.**

Mr. Rattner said it would be useful to know what effect an agreement with the City would have vis-a-vis resolving these problems. Mr. Rattner then stated that Mr. Lavery requested to withdraw his application for the SLUP amendment.

The Board allowed Mr. Lavery to withdraw his request and accordingly took no action on the motion.

**BIRMINGHAM CITY COMMISSION MINUTES**

**DECEMBER 21, 2020**

**7:30 P.M.**

**VIRTUAL MEETING**

**MEETING ID: 655 079 760**

**Video Link:** <https://vimeo.com/event/3470/videos/488387498/>

**I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE**

Pierre Boutros, Mayor, opened the meeting with the Pledge of Allegiance.

**II. ROLL CALL**

Alexandra Bingham, City Clerk, called the roll.

Present: Mayor Boutros (location: Birmingham, MI)  
Mayor Pro Tem Longe (location: Birmingham, MI)  
Commissioner Baller (location: Birmingham, MI)  
Commissioner Hoff (location: Birmingham, MI)  
Commissioner Host (location: Birmingham, MI)  
Commissioner Nickita (location: Birmingham, MI)  
Commissioner Sherman (location: Birmingham, MI)

Absent: None

Administration: City Manager Valentine, City Clerk Bingham, City Planner Brooks Cowan, Planning Director Ecker, Finance Director Gerber, City Attorney Kucharek, Consulting City Engineer Surhigh, DPS Director Wood

1. Resolution to deny the proposed lot combination of 34350 Woodward and 907-911 Haynes, parcel # 19-36- 281-022 and parcel #19-36-281-030, as the resulting parcel would not be consistent with the requirements for the MU-5 and MU-7 Zones, nor consistent with the recommendations in the Triangle District Plan.

The Mayor opened the public hearing at 8:20 p.m.

Jason Canvasser, representing the applicant, asked that the item be postponed to January 25, 2021 and that the City Manager schedule time to meet with the applicant regarding the proposed lot combination before then.

**MOTION:** Motion by Commissioner Host, seconded by Commissioner Sherman:  
To postpone the Public Hearing for 34350 Woodward & 907-911 Haynes – Lot Combo to January 25, 2021.

Commissioners Sherman, Baller, Hoff, and Nickita all expressed doubts that a consensus between the City and the applicant would be reached in advance of a January 25, 2021 meeting. They agreed that the City could attempt to hold a meeting between the City Manager and the applicant in January 2021, noting it would only be a first step in the conversation. Among the reasons cited for the Commissioners' doubts that a consensus would be reached in January 2021 were the fact that the new City Manager will still be onboarding during that time, that the master plan remains in flux, that the applicant's proposal is inconsistent with the Triangle District Plan, and that the applicant's proposals have not been sufficiently reviewed or approved by other City boards.

The possibility of moving the public hearing to the first Commission meeting in February 2021 was discussed, but Mr. Canvasser stressed the applicant's desire to have it at the January 25, 2021 meeting since the applicant is trying to navigate a potential capital outlay in February 2021 that will hinge on the Commission's decision.

Commissioner Baller said he was comfortable with the public hearing being held on January 25, 2021 with the understanding that the matter could be continued to the following meeting if necessary.

ROLL CALL VOTE: Ayes, Commissioner Host  
Mayor Pro-Tem Longe  
Commissioner Hoff  
Commissioner Baller  
Commissioner Nickita  
Mayor Boutros

Nays, Commissioner Sherman